Form 1 - Vendor's statement

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

Contents

Preliminary

Part A - Parties and land

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

Part C - Statement with respect to required particulars

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

Schedule

Preliminary

To the purchaser:

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

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

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

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

Instructions to the vendor for completing this statement:

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

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

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

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

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

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

Part A - Parties and land

1 Purchaser:

Address:

Street 1
Street 2
Suburb State Postcode

2 Purchaser's registered agent: ☐

Address:

Street 1
Street 2
Suburb State Postcode

3 Vendor:

Ian Colin Lovering and Claire Louise Sharman

Address:

Street 1 PO Box 207
Street 2
Suburb Goodwood State SA Postcode 5034

4 Vendor's registered agent: ☑

Klemich Real Estate Pty Ltd T/A Klemich Real Estate

Address:

Street 1 Unit 1, 245 Fullarton Road
Street 2
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]*

Lot 10 in Primary Community Plan No. 21440 known as

Street 1 9 Veale Lane
Street 2
Suburb Adelaide State SA Postcode 5000
being the *whole / ~~portion~~ of the land comprised in Certificate of Title
Volume 5882 Folio 123

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:

PO Box 207 Goodwood SA 5034

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

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

matt@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:

Unit 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, Ian Colin Lovering and Claire Louise Sharman

of PO Box 207 Goodwood SA 5034

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: 20-Oct-2026 | 1:32 PM ACDT

Signed: Signed by: Ian Colin Lovering 04239F9755124C1...

Date:

Signed:

Date: 20-Oct-2026 | 1:31 PM ACDT

Signed: Signed by: Claire Louise Sharman E590C4EA10354F5...

Date:

Signed:

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

(section 9)

To the purchaser:

I, Melanie Mugford for and on behalf of SA Property Forms Pty Ltd (ACN 624 684 037)

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:

Date: 22-10-26 | 11:14 AM ACDT

Signed: DocuSigned by: Melanie Mugford A9A0432135674CF...

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

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

Schedule - Division 1

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

Note -

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

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

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

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

Table of particulars

Column 1	Column 2	Column 3

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

1. General

1.1 Mortgage of land

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

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Number of mortgage (if registered):

Name of mortgagee:

1.2 Easement

(whether over the land or annexed to the land)

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

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

Is this item applicable? ✓

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

Are there attachments? YES

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

Certificate of Title, Property Interest Report - Page 12

Description of land subject to easement:

1. Whole of the land in CT 5882/123
2. The land marked B on CP 21440 (RTC 9367438)
3. The land marked A on CP 21440 (RTC 9367438)

Nature of easement:

1. Statutory Easement to SA Power Networks
2. Subject to Party Wall Right(s)
3. Together with Party Wall Right(s)

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?

Are there attachments?

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

Name of parties:

Period of lease, agreement for lease etc:

From to

Amount of rent or licence fee:

$ per (period)

Is the lease, agreement for lease etc in writing?

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

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

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

5. *Development Act 1993* (repealed)

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

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

Is this item applicable? ☑

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

Are there attachments? YES

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

Council Search

Condition(s) of authorisation:

Application No. 020/0013/99 (DA/541/1999/N) dated 15/01/2003
Application No. 020/0015/01 (DA/1053/2001/3) dated 10/01/2003
Application No. 020/D020/99 dated 14/04/2000
Application No. 020/D021/99 dated 20/04/2000
Application No. CO/2/2002 dated 10/05/2002
Application No. CO/3/2002 dated 10/05/2002

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?	
Are there attachments?	

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

Nature of condition(s):

7. *Emergency Services Funding Act 1998*

7.1 section 16 - Notice to pay levy

Is this item applicable?	☑
Will this be discharged or satisfied prior to or at settlement?	YES
Are there attachments?	YES

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

Emergency Services Levy Certificate

Date of notice:

13/10/2026

Amount of levy payable:

$151.05 (Paid)

29. *Planning, Development and Infrastructure Act 2016*

29.1 Part 5 - Planning and Design Code

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

Is this item applicable? ☑

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

Are there attachments? YES

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

Property Interest Report - Page 8, Council Search

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

Zones: City Living (CL)
Subzones: Medium-High Intensity (MHI)
Overlays: Refer to Council Search attached for details of Overlays

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

Is the land designated as a local heritage place? NO

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

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

Note - For further information about the Planning and Design Code visit 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:

Schedule - Division 2 - Other particulars ☑

(section 7(1)(b))

Particulars of transactions in last 12 months ☑

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

(a) obtained title to the land; or

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

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

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

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

Transferor: Degang Huang and Yue Geng both of 9 Veale Lane, Adelaide SA 5000;
Transferee: Ian Colin Lovering and Claire Louise Sharman both of PO Box 207 Goodwood SA 5034

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

Transfer No. 14663377 dated 19/11/2025

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

Seven Hundred and Ninety Thousand Dollars ($790,000.00)

The above particulars must be provided for each transaction.

Particulars relating to community lot (including strata lot) or development lot ☑

1 Name of community corporation: Community Corporation No. 21440 Incorporated
Address of community corporation: 9 Veale Lane, Adelaide SA 5000

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

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

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

Admin Fund $441.00 per quarter paid to 14/10/2026
Sinking Fund $32.00 per quarter paid to 14/10/2026
Arrears totalling $0.00 as at 13/10/2026
Note: the contribution payable to the administration fund increased to $451.00 as of 15/10/2026

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

Refer to Page 2 of Community Title Search and Financial Statement attached

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

Refer to Page 2 of Community Title Search, Financial Statement and Minutes of Meetings attached

(d) if the lot is a development lot, particulars of the scheme description relating to the development lot and particulars of the obligations of the owner of the development lot under the development contract:

Refer to Scheme Description and Development Contract attached

(e) if the lot is a community lot, particulars of the lot entitlement of the lot:

95 of 1,940

[If any of the above particulars have not been supplied by the community 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 community corporation that are enclosed:

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

YES

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

YES

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

YES

[For each document indicate (YES or NO) whether or not the document has been supplied by the community 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 community corporation and give details of any other steps taken to obtain the particulars or documents concerned:

6 The following documents are enclosed:

(a) a copy of the scheme description (if any) and the development contract (if any); ☑

(b) a copy of the by-laws of the community scheme.

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

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

Name: Whittles Strata and Community Title Services

Address: PO Box 309, Kent Town SA 5071

Note-

1 A community corporation must (on application by or on behalf of a current or prospective owner or other relevant person) provide the particulars and documents referred to in 3(a)-(c) and 4 and must also make available for inspection any information required to establish the current financial position of the corporation, a copy of any contract with a body corporate manager and the register of owners and lot entitlements that the corporation maintains: see sections 139 and 140 of the *Community Titles Act 1996*.

2 Copies of the scheme description, the development contract or the by-laws of the community scheme may be obtained from the community corporation or from the Lands Titles Registration Office.

3 All owners of a community lot or a development lot are bound by the by-laws of the community scheme. The by-laws regulate the rights and liabilities of owners of lots in relation to their lots 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 community lot, see Division 3 of this Schedule.

Particulars relating to aluminium composite panels

Has the vendor been notified that a building on the land has been identified, as part of a South Australian Building Cladding Audit initiated in 2017 and conducted by the former Department of Planning, Transport and Infrastructure in conjunction with the Metropolitan Fire Service, Country Fire Service and councils—

(a) as having aluminium composite panels installed on the exterior of the building; and

(b) as constituting a moderate, high or extreme risk as a result of that installation; and

(c) as requiring remediation to reduce the risk to an acceptable level; and

(d) as not having had the necessary remedial work performed or a determination made by the appropriate authority of the relevant council (within the meaning of section 157 of the *Planning, Development and Infrastructure Act 2016*) that no further action is required?

If YES, give details of the following:

1. the actions required to remediate the risk (if known):

2. the estimated costs of remediation (if known):

Particulars relating to environment protection ☑

1-Interpretation

(1) In this and the following items (items 1 to 7 inclusive)-

domestic activity has the same meaning as in the *Environment Protection Act 1993*;

environmental assessment, in relation to land, means an assessment of the existence or nature or extent of-

(a) site contamination (within the meaning of the *Environment Protection Act 1993*) at the land; or

(b) any other contamination of the land by chemical substances,

and includes such an assessment in relation to water on or below the surface of the land;

EPA means the Environment Protection Authority established under the *Environment Protection Act 1993*;

pre-1 July 2009 site audit, in relation to land, means a review (carried out by a person recognised by the EPA as an environmental auditor) that examines environmental assessments or remediation of the land for the purposes of determining-

(a) the nature and extent of contamination of the land by chemical substances present or remaining on or below the surface of the land; and

(b) the suitability of the land for a particular use; and

(c) what remediation is or remains necessary for a particular use,

but does not include a site contamination audit (as defined below) completed on or after 1 July 2009;

pre-1 July 2009 site audit report means a detailed written report that sets out the findings of a pre-1 July 2009 site audit;

prescribed commercial or industrial activity-see item 1(2);

prescribed fee means the fee prescribed under the *Environment Protection Act 1993* for inspection of, or obtaining copies of information on, the public register;

public register means the public register kept by the EPA under section 109 of the *Environment Protection Act 1993*;

site contamination audit has the same meaning as in the *Environment Protection Act 1993*;

site contamination audit report has the same meaning as in the *Environment Protection Act 1993*.

(2) For the purposes of this and the following items (items 1 to 7 inclusive), each of the following activities (as defined in Schedule 3 clause 2 of the *Environment Protection Regulations 2023*) is a prescribed commercial or industrial activity:

EPA Prescribed Commercial or Industrial Activity

abrasive blasting	acid sulphate soil generation	agricultural activities
airports, aerodromes or aerospace industry	animal burial	animal dips or spray race facilities
animal feedlots	animal saleyards	asbestos disposal
asphalt or bitumen works	battery manufacture, recycling or disposal	breweries
brickworks	bulk shipping facilities	cement works
ceramic works	charcoal manufacture	coal handling or storage
coke works	compost or mulch production or storage	concrete batching works
curing or drying works	defence works	desalination plants
dredge spoil disposal or storage	drum reconditioning or recycling works	dry cleaning
electrical or electronics component manufacture	electrical substations	electrical transformer or capacitor works
electricity generation or power plants	explosives or pyrotechnics facilities	fertiliser manufacture
fibreglass manufacture	fill or soil importation	fire extinguisher or retardant manufacture
fire stations	fire training areas	foundry
fuel burning facilities	furniture restoration	gasworks
glass works	glazing	hat manufacture or felt processing
incineration	iron or steel works	laboratories
landfill sites	lime burner	metal coating, finishing or spray painting
metal forging	metal processing, smelting, refining or metallurgical works	mineral processing, metallurgical laboratories or mining or extractive industries
mirror manufacture	motor vehicle manufacture	motor vehicle racing or testing venues
motor vehicle repair or maintenance	motor vehicle wrecking yards	mushroom farming
oil recycling works	oil refineries	paint manufacture
pest control works	plastics manufacture works	printing works
pulp or paper works	railway operations	rubber manufacture or processing
scrap metal recovery	service stations	ship breaking
spray painting	tannery, fellmongery or hide curing	textile operations
transport depots or loading sites	tyre manufacture or retreading	vermiculture
vessel construction, repair or maintenance	waste depots	wastewater treatment, storage or disposal
water discharge to underground aquifer	wetlands or detention basins	wineries or distilleries
wood preservation works	woolscouring or wool carbonising works	works depots (operated by councils or utilities)

2-Pollution and site contamination on the land-questions for vendor

(1) Is the vendor aware of any of the following activities ever having taken place at the land:

(a) storage, handling or disposal of waste or fuel or other chemicals (other than in the ordinary course of domestic activities)?

(b) importation of soil or other fill from a site at which-

(i) an activity of a kind listed in paragraph (a) has taken place; or

(ii) a prescribed commercial or industrial activity (see item 1(2) above) has taken place?

NO

If YES, give details of all activities that the vendor is aware of and whether they have taken place before or after the vendor acquired an interest in the land:

(2) Is the vendor aware of any prescribed commercial or industrial activities (see item 1(2) above) ever having taken place at the land?

NO

If YES, give details of all activities that the vendor is aware of and whether they have taken place before or after the vendor acquired an interest in the land:

(3) Is the vendor aware of any dangerous substances ever having been kept at the land pursuant to a licence under the *Dangerous Substances Act 1979*?

NO

If YES, give details of all dangerous substances that the vendor is aware of and whether they were kept at the land before or after the vendor acquired an interest in the land:

(4) Is the vendor aware of the sale or transfer of the land or part of the land ever having occurred subject to an agreement for the exclusion or limitation of liability for site contamination to which section 103E of the *Environment Protection Act 1993* applies?

NO

If YES, give details of each sale or transfer and agreement that the vendor is aware of:

(5) Is the vendor aware of an environmental assessment of the land or part of the land ever having been carried out or commenced (whether or not completed)?

NO

If YES, give details of all environmental assessments that the vendor is aware of and whether they were carried out or commenced before or after the vendor acquired an interest in the land:

Note-

These questions relate to details about the land that may be known by the vendor. A "YES" answer to the questions at items 2(1) or 2(2) 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.

A "YES" answer to any of the questions in this item may indicate the need for the purchaser to seek further information regarding the activities, for example, from the council or the EPA.

3-Licences and exemptions recorded by EPA in public register

Does the EPA hold any of the following details in the public register:

(a) details of a current licence issued under Part 6 of the *Environment Protection Act 1993* to conduct any prescribed activity of environmental significance under Schedule 1 of that Act at the land?

NO

(b) details of a licence no longer in force issued under Part 6 of the *Environment Protection Act 1993* to conduct any prescribed activity of environmental significance under Schedule 1 of that Act at the land?

NO

(c) details of a current exemption issued under Part 6 of the *Environment Protection Act 1993* from the application of a specified provision of that Act in relation to an activity carried on at the land?

NO

(d) details of an exemption no longer in force issued under Part 6 of the *Environment Protection Act 1993* from the application of a specified provision of that Act in relation to an activity carried on at the land?

NO

(e) details of a licence issued under the repealed *South Australian Waste Management Commission Act 1979* to operate a waste depot at the land?

NO

(f) details of a licence issued under the repealed *Waste Management Act 1987* to operate a waste depot at the land?

NO

(g) details of a licence issued under the repealed *South Australian Waste Management Commission Act 1979* to produce waste of a prescribed kind (within the meaning of that Act) at the land?

NO

(h) details of a licence issued under the repealed *Waste Management Act 1987* to produce prescribed waste (within the meaning of that Act) at the land?

NO

Note-

These questions relate to details about licences and exemptions required to be recorded by the EPA in the public register. If the EPA answers "YES" to any of the questions-

- in the case of a licence or exemption under the *Environment Protection Act 1993*-
  - the purchaser may obtain a copy of the licence or exemption from the public register on payment of the prescribed fee; and
  - the purchaser should note that transfer of a licence or exemption is subject to the conditions of the licence or exemption and the approval of the EPA (see section 49 of the *Environment Protection Act 1993*); and
- in the case of a licence under a repealed Act-the purchaser may obtain details about the licence from the public register on payment of the prescribed fee.

A "YES" answer to any of these questions 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.

The EPA will not provide details about licences to conduct the following prescribed activities of environmental significance (within the meaning of Schedule 1 Part A of the *Environment Protection Act 1993*): waste transport business (category A), waste transport business (category B), dredging, earthworks drainage, any other activities referred to in Schedule 1 Part A undertaken by means of mobile works, helicopter landing facilities, marinas and boating facilities or discharges to marine or inland waters.

The EPA will not provide details about exemptions relating to-

- the conduct of any of the licensed activities in the immediately preceding paragraph in this note; or
- noise.

4-Pollution and site contamination on the land-details recorded by EPA in public register

Does the EPA hold any of the following details in the public register in relation to the land or part of the land:

(a) details of serious or material environmental harm caused or threatened in the course of an activity (whether or not notified under section 83 of the *Environment Protection Act 1993*)?

YES

(b) details of site contamination notified to the EPA under section 83A of the *Environment Protection Act 1993 ?*

NO

(c) a copy of a report of an environmental assessment (whether prepared by the EPA or some other person or body and whether or not required under legislation) that forms part of the information required to be recorded in the public register?

YES

(d) a copy of a site contamination audit report?

NO

(e) details of an agreement for the exclusion or limitation of liability for site contamination to which section 103E of the *Environment Protection Act 1993* applies?

NO

(f) details of an agreement entered into with the EPA relating to an approved voluntary site contamination assessment proposal under section 103I of the *Environment Protection Act 1993*?

NO

(g) details of an agreement entered into with the EPA relating to an approved voluntary site remediation proposal under section 103K of the *Environment Protection Act 1993*?

NO

(h) details of a notification under section 103Z(1) of the *Environment Protection Act 1993* relating to the commencement of a site contamination audit?

NO

(i) details of a notification under section 103Z(2) of the *Environment Protection Act 1993* relating to the termination before completion of a site contamination audit?

NO

(j) details of records, held by the former South Australian Waste Management Commission under the repealed *Waste Management Act 1987*, of waste (within the meaning of that Act) having been deposited on the land between 1 January 1983 and 30 April 1995?

NO

Note-

These questions relate to details required to be recorded by the EPA in the public register. If the EPA answers "YES" to any of the questions, the purchaser may obtain those details from the public register on payment of the prescribed fee.

5-Pollution and site contamination on the land-other details held by EPA

Does the EPA hold any of the following details in relation to the land or part of the land:

(a) a copy of a report known as a "Health Commission Report" prepared by or on behalf of the South Australian Health Commission (under the repealed *South Australian Health Commission Act 1976*)?

YES

(b) details (which may include a report of an environmental assessment) relevant to an agreement entered into with the EPA relating to an approved voluntary site contamination assessment proposal under section 103I of the *Environment Protection Act 1993 ?*

NO

(c) details (which may include a report of an environmental assessment) relevant to an agreement entered into with the EPA relating to an approved voluntary site remediation proposal under section 103K of the *Environment Protection Act 1993 ?*

NO

(d) a copy of a pre-1 July 2009 site audit report?

YES

(e) details relating to the termination before completion of a pre-1 July 2009 site audit?

NO

Note-

These questions relate to details that the EPA may hold. If the EPA answers "YES" to any of the questions, the purchaser may obtain those details from the EPA (on payment of any fee fixed by the EPA).

6-Further information held by councils

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

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

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

YES

Council Search

Note-

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

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

It should be noted that-

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

7-Further information for purchasers

Note-

The purchaser is advised that other matters under the *Environment Protection Act 1993* (that is, matters other than those referred to in this Statement) that may be relevant to the purchaser's further enquiries may also be recorded in the public register. These include:

- details relating to environmental authorisations such as applications, applicants, locations of activities, conditions, suspension, cancellation or surrender of authorisations, disqualifications, testing requirements and test results;
- details relating to activities undertaken on the land under licences or other environmental authorisations no longer in force;
- written warnings relating to alleged contraventions of the *Environment Protection Act 1993*;
- details of prosecutions and other enforcement action;
- details of civil proceedings;
- other details prescribed under the *Environment Protection Act 1993* (see section 109(3)(1)).

Details of these matters may be obtained from the public register on payment to the EPA of the prescribed fee. If-

- an environment performance agreement, environment protection order, clean-up order, clean-up authorisation, site contamination assessment order or site remediation order has been registered on the certificate of title for the land; or
- a notice of declaration of special management area in relation to the land has been gazetted; or
- a notation has been made on the certificate of title for the land that a site contamination audit report has been prepared in respect of the land; or
- a notice of prohibition or restriction on taking water affected by site contamination in relation to the land has been gazetted,

it will be noted in the items under the heading *Environment Protection Act 1993* under the Table of Particulars in this Statement. Details of any registered documents may be obtained from the Lands Titles Registration Office.

Schedule-Division 3-Community lots and strata units ☑

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

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

Governance

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

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

Use of your property

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

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

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

Are you buying a debt?

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

Expenses

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

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

Guarantee

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

Contracts

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

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

Buying off the plan

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

Mixed use developments—voting rights

You may be buying into a group that is run by several different community corporations. This is common in mixed use developments, for example, where a group of apartments is combined with a hotel or a group of shops. If there is more than 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

Certificate of Title

Property Interest Report

Title and Valuation Package

Council Search

Emergency Services Levy Certificate

Land Tax Certificate

SA Water Certificate

Community Title Search Pursuant to Section 139

Community Plan No. 21440

Copy of Community Corporation By-Laws

Community Title Scheme Description

Community Title Development Contract

State Planning Commission Response

EPA Statement

Transfer No. 14663377

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____

Signed:		Signed:	
Date:		Date:	
Signed:		Signed:	
Date:		Date:	

*(*Strike out whichever is not applicable)*

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Form R3

Buyers information notice

Land and Business (Sale and Conveyancing) Act 1994 section 13A

Land and Business (Sale and Conveyancing) Regulations 2025 regulation 16

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

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Enjoyment

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

Value

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

For more information on these matters visit 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.

September 2025

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Product	Register Search (CT 5882/123)
Date/Time	12/10/2026 02:32PM
Customer Reference	SA Property Forms
Order ID	20261012006444

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 5882 Folio 123

Parent Title(s) CT 5878/847

Creating Dealing(s) ACT 9411730

Title Issued 24/10/2002 **Edition** 7 **Edition Issued** 24/11/2025

Estate Type

FEE SIMPLE

Registered Proprietor

IAN COLIN LOVERING
CLAIRE LOUISE SHARMAN
OF PO BOX 207 GOODWOOD SA 5034
AS JOINT TENANTS

Description of Land

LOT 10 PRIMARY COMMUNITY PLAN 21440
IN THE AREA NAMED ADELAIDE
HUNDRED OF ADELAIDE

Easements

SUBJECT TO PARTY WALL RIGHT(S) OVER THE LAND MARKED B ON CP 21440 (RTC 9367438)

TOGETHER WITH PARTY WALL RIGHT(S) OVER THE LAND MARKED A ON CP 21440 (RTC 9367438)

Schedule of Dealings

NIL

Notations

Dealings Affecting Title NIL

Priority Notices NIL

Notations on Plan

Lodgement Date	Dealing Number	Description	Status
27/08/2002	9411731	BY-LAWS	FILED
27/08/2002	9411732	DEVELOPMENT CONTRACT	FILED
27/08/2002	9411733	SCHEME DESCRIPTION	FILED

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 5882/123	**Reference No.**	2825832
Registered Proprietors	C L*SHARMAN & ANR	**Prepared**	12/10/2026 14:32
Address of Property	9 VEALE LANE, ADELAIDE, SA 5000		
Local Govt. Authority	THE CORPORATION OF THE CITY OF ADELAIDE		
Local Govt. Address	GPO BOX 2252 ADELAIDE SA 5001		

This report provides information that may be used to complete a Form 1 as prescribed in the *Land and Business (Sale and Conveyancing) Act 1994*

Table of Particulars

Particulars of mortgages, charges and prescribed encumbrances affecting the land as identified in Division 1 of the Schedule to Form 1 as described in the Regulations to the *Land and Business (Sale and Conveyancing) Act 1994*

All enquiries relating to the Regulations or the Form 1 please contact Consumer & Business Services between 8:30 am and 5:00 pm on 131 882 or via their website www.cbs.sa.gov.au

Prescribed encumbrance		Particulars (Particulars in bold indicates further information will be provided)
1.	**General**	
1.1	Mortgage of land *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	Refer to the Certificate of Title
1.2	Easement (whether over the land or annexed to the land) Note--"Easement" includes rights of way and party wall rights *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	Refer to the Certificate of Title
1.3	Restrictive covenant *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	Refer to the Certificate of Title for details of any restrictive covenants as an encumbrance
1.4	Lease, agreement for lease, tenancy agreement or licence (The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.) *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	Refer to the Certificate of Title also Contact the vendor for these details
1.5	Caveat	Refer to the Certificate of Title
1.6	Lien or notice of a lien	Refer to the Certificate of Title
2.	***Aboriginal Heritage Act 1988***	
2.1	section 9 - Registration in central archives of an Aboriginal site or object	Aboriginal Affairs and Reconciliation in AGD has no registered entries for Aboriginal sites or objects affecting this title
2.2	section 24 - Directions prohibiting or restricting access to, or activities on, a site or	Aboriginal Affairs and Reconciliation in AGD has no record of any direction affecting this title

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

3. *Burial and Cremation Act 2013*

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

4. *Crown Rates and Taxes Recovery Act 1945*

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

5. *Development Act 1993* (repealed)

5.1	section 42 - Condition (that continues to apply) of a development authorisation *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	**State Planning Commission in the Department for Housing and Urban Development will respond with details relevant to this item** 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 will respond with details relevant to this item** 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) will respond with details relevant to this item**
8.2	section 93 - Environment protection order that is registered in relation to the land	**EPA (SA) will respond with details relevant to this item**
8.3	section 93A - Environment protection order relating to cessation of activity that is registered in relation to the land	**EPA (SA) will respond with details relevant to this item**
8.4	section 99 - Clean-up order that is registered in relation to the land	**EPA (SA) will respond with details relevant to this item**
8.5	section 100 - Clean-up authorisation that is registered in relation to the land	**EPA (SA) will respond with details relevant to this item**
8.6	section 103H - Site contamination assessment order that is registered in relation to the land	**EPA (SA) will respond with details relevant to this item**
8.7	section 103J - Site remediation order that is registered in relation to the land	**EPA (SA) will respond with details relevant to this item**
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) will respond with details relevant to this item**

8.9	section 103P - Notation of site contamination audit report in relation to the land	**EPA (SA) will respond with details relevant to this item**
8.10	section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land	**EPA (SA) will respond with details relevant to this item**

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
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
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 Act	The regional landscape board has no record of any notice affecting this title
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 will respond with details relevant to this item** 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) will respond with details 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 is not subject to Dog Fence rates or the Dog Fence outside levy. Accordingly, the Dog Fence Board holds no current rate or levy-related interest in the property.
9.	Pastoral Board *(Pastoral Land Management and Conservation Act 1989)*	The Pastoral Board has no current interest in this title
10.	Heritage Branch DEW *(Heritage Places Act 1993)*	Heritage Branch in DEW has no record of any World, Commonwealth or National Heritage interest affecting this title
11.	Health Protection Programs – Department for Health and Wellbeing	Health Protection Programs in the DHW has no record of a public health issue that currently applies to this title.

Notices

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

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

Building restrictions

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

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

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

Statutory easements

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

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

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

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

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

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

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

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

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

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

Information should be obtained from:

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

Landscape South Australia 2019

Water Resources Management - Taking of underground water

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

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

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

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

Product	Title and Valuation Package
Date/Time	12/10/2026 02:32PM
Customer Reference	SA Property Forms
Order ID	20261012006444

Certificate of Title

Title Reference	CT 5882/123
Status	CURRENT
Easement	YES
Owner Number	12157304
Address for Notices	POST OFFICE BOX 207, GOODWOOD, SA 5034
Area	50m² (CALCULATED)

Estate Type

Fee Simple

Registered Proprietor

IAN COLIN LOVERING
CLAIRE LOUISE SHARMAN
OF PO BOX 207 GOODWOOD SA 5034
AS JOINT TENANTS

Description of Land

LOT 10 PRIMARY COMMUNITY PLAN 21440
IN THE AREA NAMED ADELAIDE
HUNDRED OF ADELAIDE

Last Sale Details

Dealing Reference	TRANSFER (T) 14663377
Dealing Date	19/11/2025
Sale Price	$790,000
Sale Type	FULL VALUE / CONSIDERATION AND WHOLE OF LAND

Constraints

Encumbrances

NIL

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
0209391356	CURRENT	9 VEALE LANE, ADELAIDE, SA 5000

Notations

Dealings Affecting Title

NIL

Notations on Plan

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Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

Lodgement Date	Dealing Number	Descriptions	Status
27/08/2002 12:06	9411731	BY-LAWS	FILED
27/08/2002 12:06	9411732	DEVELOPMENT CONTRACT	FILED
27/08/2002 12:06	9411733	SCHEME DESCRIPTION	FILED

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	0209391356
Type	Site & Capital Value
Date of Valuation	01/01/2026
Status	CURRENT
Operative From	01/07/2003
Property Location	9 VEALE LANE, ADELAIDE, SA 5000
Local Government	ADELAIDE
Owner Names	CLAIRE LOUISE SHARMAN IAN COLIN LOVERING
Owner Number	12157304
Address for Notices	POST OFFICE BOX 207, GOODWOOD, SA 5034
Zone / Subzone	CL - City Living \ MHI - Medium-High Intensity
Water Available	Yes
Sewer Available	Yes
Land Use	1330 - Townhouse - Defined As Home Unit With Both Ground And First Floor Areas
Description	4HG
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
C21440 LOT 10	CT 5882/123

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	$139,000	$780,000			

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Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Previous	$132,000	$710,000			

Building Details

Valuation Number	0209391356
Building Style	High Quality Conventional
Year Built	2004
Building Condition	Very Good
Wall Construction	Brick
Roof Construction	Galvanised Iron
Equivalent Main Area	133 sqm
Number of Main Rooms	4

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

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Date: 16 October 2026

Email: city@cityofadelaide.com.au

CITY OF ADELAIDE

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

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

ABN 20 903 762 572

Dear Sir/Madam,

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

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

Title Reference	CT-5882/123
Owner Name	Ms C L Sharman and Mr I C Lovering
Address of Property	9 Veale Lane, ADELAIDE SA 5000

You are advised:

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

In addition:

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

Yours faithfully,

pp
Michael Sedgman
Chief Executive Officer

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

THE CORPORATION OF THE CITY OF ADELAIDE
LOCAL GOVERNMENT RATES SEARCH

Rates & Property Enquiries: 8203 7203

Email: city@cityofadelaide.com.au

CITY OF ADELAIDE

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

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

ABN 20 903 762 572

SEARCHLIGHT TECHNOLOGY P/L
PO Box 232, RUNDLE MALL SA 5000

Dear Sir/Madam

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

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

Date Received	12 October 2026
Receipt Number	7198409
Document Issue Date	16 October 2026
Property Address	9 Veale Lane, ADELAIDE SA 5000
Property Description	Lot 10 CP 21440
Property Titles	CT-5882/123
Owner of Property	Ms C L Sharman and Mr I C Lovering

Local Government Act 1999 [Act]

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

Section 179

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

Fines for Late Payment:

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

Yours faithfully,

pp
Michael Sedgman
Chief Executive Officer

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

CITY OF ADELAIDE

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

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

ABN 20 903 762 572

Assessment No: 24885 6

Property Location	**9 Veale Lane, ADELAIDE SA 5000**
Rateable Valuation	$19,600
Arrears	$0.00
Arrears Legal Fees	$0.00
Gross Rates (includes Regional Landscape Levy)	**$2,375.85**
Interest, Current	$0.00
Interest, Arrears	$0.00
Rebates	$0.00
Legal Charges, Current	$0.00
Deferred Debts	$0.00
	$0.00
Paid	$-594.00
Overpayments	$0.00
Refunds	$0.00
Outstanding Balance	**$1,781.85**

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CITY OF ADELAIDE

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GPO Box 2252 Adelaide
South Australia 5001

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

ABN 20 903 762 572

Change of Ownership – New Owner Information

Rates & Property Enquiries: 8203 7203

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

Name: SEARCHLIGHT TECHNOLOGY P/L

Address: PO Box 232, RUNDLE MALL SA 5000

File reference:

Phone number:

Certificate of Title:	CT-5882/123
Property Description:	Lot 10 CP 21440
Property Address:	9 Veale Lane, ADELAIDE SA 5000
Previous Owner: **(Full names)**	Ms C L Sharman and Mr I C Lovering
New Owner: **(Titles and full names)**	
New Owner's Postal address for future notices: **(or managing agent)**	
New Owner's Postal address for general mail: (if different to above)	
New Owner's contact phone number(s):	
New Owner's email address:	
Settlement Date:	

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

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PRESCRIBED INFORMATION

Address: ***9 Veale Lane, ADELAIDE SA 5000*** ***Reference:*** **2002/03198-2**

Certificate of Title: ***CT-5882/123*** ***Dated:*** ***16 October 2026***

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

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

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PRESCRIBED INFORMATION

Planning, Development and Infrastructure Act 2016	
Part 5 – Planning and Design Code	Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code): **Refer to attached PlanSA Section 7 Report** Is there a State heritage place on the land or is the land situated in a State heritage area? *~~YES~~/NO Is the land designated as a local heritage place? *~~YES~~/NO Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land? *~~YES~~/NO Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation? *YES/~~NO~~
Section 127 - Condition (that continues to apply) of a development authorisation	~~Date of authorisation:~~ ~~Name of relevant authority that granted authorisation:~~ ~~Condition(s) of authorisation:~~ **Refer to attached PlanSA Section 7 Report**

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

PRESCRIBED INFORMATION

Part 2—Items to be included if land affected	
[If an item is not applicable, strike it out or write "NOT APPLICABLE" or "N/A" in column 1, or else omit the items and headings that are not applicable.]	
Development Act 1993	
~~section 50(1)—Requirement to vest land in a council or the Crown to be held as open space~~	~~Date requirement given:~~ ~~Name of body giving requirement:~~ ~~Nature of requirement:~~ ~~Contribution payable (if any):~~
~~section 50(2)—Agreement to vest land in a council or the Crown to be held as open space~~	~~Date of agreement:~~ ~~Names of parties:~~ ~~Terms of agreement:~~ ~~Contribution payable (if any):~~
~~section 55—Order to remove or perform work~~	~~Date of order:~~ ~~Terms of order:~~ ~~Building work (if any) required to be carried out:~~ ~~Amount payable (if any):~~
~~section 56—Notice to complete development~~	~~Date of notice:~~ ~~Requirements of notice:~~ ~~Building work (if any) required to be carried out:~~ ~~Amount payable (if any):~~
~~Section 57 – Land management agreement~~	~~Date of agreement:~~ ~~Names of parties:~~ ~~Terms of agreement:~~
~~Section 69 – Emergency Order~~	~~Date of order:~~ ~~Name of authorised officer who made order:~~ ~~Name of authority that appointed authorised officer:~~ ~~Nature of order:~~ ~~Amount payable (if any):~~
~~Section 71 – Fire safety notice~~	~~Date of notice:~~ ~~Name of authorised officer giving notice:~~ ~~Requirements of notice:~~ ~~Building work (if any) required to be carried out:~~

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

PRESCRIBED INFORMATION

	~~Amount payable (if any):~~

~~Section 84 – Enforcement notice~~	~~Date notice given:~~ ~~Name of relevant authority giving notice:~~ ~~Nature of directions contained in notice:~~ ~~Building work (if any) required to be carried out:~~ ~~Amount payable (if any):~~
~~section 85(6), 85(10) or 106—Enforcement order~~	~~Date order made:~~ ~~Name of court that made order:~~ ~~Action number:~~ ~~Names of parties:~~ ~~Terms of order:~~ ~~Building work (if any) required to be carried out:~~
~~Part 11 Division 2—Proceedings~~	~~Date of commencement of proceedings:~~ ~~Date of determination or order (if any):~~ ~~Terms of determination or order (if any):~~
Confirmed – Planning/Development Section	
Fire and Emergency Services Act 2005	
~~section 105F (or section 56 or 83 (repealed))—Notice of action required concerning flammable materials on land~~	~~Date of notice:~~ ~~Person or body who issued notice:~~ ~~Requirements of notice (as stated therein):~~ ~~Amount payable (if any):~~
Confirmed – Enforcement/Compliance section:	
Food Act 2001	
~~section 44—Improvement notice~~	~~Date of notice:~~ ~~Name of authorised officer who served notice:~~ ~~Name of authority that appointed officer:~~ ~~Requirements of notice:~~
~~section 46—Prohibition order~~	~~Date of order:~~ ~~Name of authority or person who served order:~~

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PRESCRIBED INFORMATION

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

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PRESCRIBED INFORMATION

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

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PRESCRIBED INFORMATION

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

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PRESCRIBED INFORMATION

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

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

PRESCRIBED INFORMATION

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

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PRESCRIBED INFORMATION

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

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PRESCRIBED INFORMATION

Particulars of Building Indemnity Insurance

Note—Building indemnity insurance is not required for—

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

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

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

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

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

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

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

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

2 Name of insurer:.....

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

4 Name of builder:.....

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

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

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

.....

.....

Exemption from holding insurance:

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

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

If **YES**, give details:

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

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

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

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

.....

.....

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

.....

.....

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

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

PRESCRIBED INFORMATION

Particulars relating to Environment Protection

Further information held by councils

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

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

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

*YES/~~NO~~ **Refer to Attachment**

Note—

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

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

It should be noted that—

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

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

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

ATTACHMENTS

Attachment – Development Conditions

South Australia - Regulation under the Development Act, 1993 Regulation 42

DECISION NOTIFICATION FORM

Development Number
020/0013/99
DA/054/99

FOR DEVELOPMENT APPLICATION

DATED : 8 July 1999
REGISTERED ON : 14 July 1999

TO: PENTROTH PTY LTD
67 ARCHER STREET
NORTH ADELAIDE SA 5006

LOCATION OF PROPOSED DEVELOPMENT:
Street : Halifax Street, Hallett Street, Giles Street, Symonds Place City : Adelaide
Section No. : 562-565, 602-605 Hundred : Adelaide See attachment for Certificates of Title

NATURE OF PROPOSED DEVELOPMENT
240 DWELLINGS INCLUDING 257 ON-SITE CAR PARKING (INCLUDING UNDERCROFT PARKING FOR 136 CARS), LANDSCAPED STREETS AND PUBLIC AREAS

From : DEVELOPMENT ASSESSMENT COMMISSION

In respect of this proposed development you are informed that :

NATURE OF DECISION	CONSENT GRANTED	NO. OF CONDITIONS	CONSENT REFUSED	NOT APPLICABLE
Provisional Development Plan Consent	GRANTED	TWELVE		
Land Division				N/A
Land Division (Strata)				N/A
Provisional Building Rules Consent	STILL REQUIRED			
Public Space				N/A
Other				N/A
DEVELOPMENT APPROVAL	STILL REQUIRED			

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.

Date of Decision: 24 February 00 [ ] Delegate of the Development Assessment Commission

Signed: [3] Sheets Attached

Date: 3/3/00

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

PRESCRIBED INFORMATION

DEVELOPMENT No: 029/0013/99

CERTIFICATES OF TITLES

VOLUME	FOLIO
4383	693
5451	801, 490
4177	860
5404	919
4389	925
2937	91
5521	867
4383	694, 691, 692
2425	17
3636	65
3756	41, 42
2594	63, 64
4394	950, 617
1165	71
1102	167
535	119
3928	33
1486	92
3496	139
650	100
5551	722

3/3/00

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

PRESCRIBED INFORMATION

Development Assessment Commission

DEVELOPMENT APPLICATION NO. 020/0013/99

240 DWELLINGS INCLUDING 257 ON SITE CAR PARKING (INCLUDING UNDERCROFT PARKING FOR 136 CARS), LANDSCAPED STREETS AND PUBLIC AREAS : HALIFAX STREET, ADELAIDE

CONDITIONS OF CONSENT :

1. Except where minor amendments may be required by other relevant Acts and/or Legislation, or by conditions imposed herein, all development is to be established in strict accordance with the details and plans (as amended) submitted with the development application dated 8 July 1999, and more specifically plans nos. as follows :

   - Landscape Plan No. 115/DA/L01/4
   - Basement Plan No. 115/DA/01/R
   - Ground Floor Plan No. 115/DA/02/R
   - First Floor Plan No. 115/DA/03/R
   - Second Floor Plan No. 115/DA/04/R
   - Third Floor Plan No. 115/DA/05/R
   - Fourth Floor Plan No. 115/DA/06/R
   - Ground Floor Plan No. 115/DA/07/R(A)
   - Ground Floor Plan No. 115/DA/08/R(A)
   - Ground Floor Plan No. 115/DA/09/R
   - Ground Floor Plan No. 115/DA/10/R
   - First Floor Plan No. 115/DA/11/R(A)
   - First Floor Plan No. 115/DA/12/R(A)
   - First Floor Plan No. 115/DA/13/R
   - First Floor Plan No. 115/DA/14/R
   - Second Floor Plan No. 115/DA/15/R
   - Elevations No. 115/DA/16/R
   - Elevations No. 115/DA/17/R
   - Elevations No. 115/DA/18/R
   - Elevations No. 115/DA/19/R

   MACHA Residential Units

   - Location Plan No. 1063/SK01, B dated July 1999
   - Ground Floor Plan No. 1063/SK02, B dated July 1999
   - First and Second Floor Plans No. 1063/SK03, B dated July 1999
   - Roof Plan No. 1063/SK04, B dated July 1999
   - Halifax Street Elevation 1063/SK05, B dated July 1999
   - West Elevation 1063/SK06, B dated July 1999
   - Section AA 1063/SK07, B dated July 1999

2. All storm water from car parking areas, driveways and hard paved areas, must be diverted into a storm water treatment system capable of removing litter, sediment and oil products.

3/3/00

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

PRESCRIBED INFORMATION

3. The proposed landscaping shall be established on the site in accordance with the approved plans and shall be maintained and nurtured at all times with any diseased or dying plants replaced.

4. The proposed car parking layout and access points are to conform with Australian Standards (2890.1 – 1993) and all sealed and paved areas, including line marking, are to be in accordance with accepted engineering standards.

5. Flood lighting, street lighting and security lighting shall be directed and shaded in such a manner as to not cause any light overspill nuisance to adjacent properties or distraction to drivers on public roads.

6. Provision should be made for the parking and storage of bicycles within basement car parks and adjacent to the public open spaces.

7. All drainage, finished floor levels and public works associated with the development approved herein shall be carried out in accordance with accepted engineering standards.

8. The site and the development contained herein shall be maintained in a serviceable condition and operated in an orderly and tidy manner at all times.

9. All stages of development and works associated thereto shall be completed to the reasonable satisfaction of the Commission.

10. The development shall be substantially commenced within 12 months of the date of this notification and be completed within 7 years of the date of this notification.

11. A detailed landscaping plan which shows the types of species proposed and layout for the two public reserves shall be provided to the City of Adelaide prior to the development of the reserves.

12. The detailing of the eastern façade of the Newland Terraces shall be modified to incorporate the predominant architectural characteristics of the adjacent Hallett Street development and in particular built form, scale, and external finishes.

REASON FOR DECISION :

- The proposed development is consistent with the Development Plan and to ensure a high standard of amenity is maintained.

NOTES FOR APPLICANT :

- The applicant is advised to have regard to comments in (b) in the letter from the Corporation of the City of Adelaide dated 27 January 2000, reference DAC Comments – DA/541/1999, Pentroth Pty Ltd (attached).
- The development must be substantially commenced within 12 months of the date of this Notification, unless this period has been extended by the Development Assessment Commission.
- You are also advised that any act or work authorised or required by this Notification must be completed within 3 years of the date of the Notification unless this period is extended by the Commission.
- You will require a fresh consent before commencing or continuing the development if you are unable to satisfy these requirements.

3/3/00.

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

PRESCRIBED INFORMATION

- You have a right of appeal against the conditions which have been imposed on this Provisional Development Plan Consent or Development Approval.
- Such an appeal must be lodged at the Environment, Resources and Development Court within two months of the day on which you receive this notice or such longer time as the Court may allow.
- Please contact the Court if you wish to appeal. The Court is located in the Sir Samuel Way Building, Victoria Square, Adelaide, (telephone number 8204 0300).

Gloria Holland-Booker
SECRETARY
DEVELOPMENT ASSESSMENT COMMISSION

3/3/20

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

PRESCRIBED INFORMATION

Adelaide City Council
ABN 10 903 762 572
Customer Centre
25 Pirie Street Adelaide
South Australia
GPO Box 2252 Adelaide SA 5001

Tel 08 8203 7203
Fax 08 8203 7575
Email city@adelaide.sa.gov.au

Enquiries: Rebecca Thomas (8203 7343)
Reference: 1999/00256

DECISION NOTIFICATION FORM

FOR DEVELOPMENT APPLICATION DATED 31 May 2002

REGISTERED ON 13 June 2002

DEVELOPMENT NUMBER: DA/541/1999/N

TO: PENTROTH P/L
67 Archer St
NORTH ADELAIDE SA 5006

LOCATION OF PROPOSED DEVELOPMENT: 31-47 Halifax Street, ADELAIDE SA 5000, 14-22 Synnotts Place, ADELAIDE SA 5000, Reserve, 11-29 Howard Florey Street, ADELAIDE SA 5000

Nature of Proposed Development: **Variation to previous authorisation to construct 240 dwellings of various building forms and dwelling types - amended details (Lumiere Apartments and Halifax Residences)**

From **PENTROTH P/L**

In respect of this proposed development you are informed that:

NATURE OF CONSENT	CONSENT STATUS	DATE OF DECISION	NO. OF CONDITIONS
Provisional Development Plan Consent	Granted	10 September 2002	2
Provisional Building Rules Consent	Still Required	-	-
Development Approval	Still Required	-	-

~~Details of the building classification and the approved number of occupants under the Building Code are attached.~~

~~# representation(s) from third parties concerning your category 3 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.~~

Reason 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 works or change the use of the land until you have also received notification of a Development Approval.

Date of Decision: **10 September 2002**

Signed: .....

Date: 10.9.02

[ ] Development Assessment Commission or delegate
[✓] Council Chief Executive Officer or delegate
[ ] Private Certifier
[3] Sheets Attached

cc: Development Assessment Commission

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

PRESCRIBED INFORMATION

2

DEVELOPMENT NUMBER

DA/541/1999/N

FOR DEVELOPMENT APPLICATION: DATED 31 May 2002
REGISTERED ON 13 June 2002

LOCATION OF PROPOSED DEVELOPMENT: 31-47 Halifax Street, ADELAIDE SA 5000

CT: VOLUME: FOLIO:

CONDITIONS OF PROVISIONAL DEVELOPMENT PLAN CONSENT ARE AS FOLLOWS:

1. **The development herein granted Provisional Development Plan Consent shall be undertaken in accordance with the plans and details accompanying the application to the satisfaction of Council except where varied by conditions below (if any).**

Reason: To ensure that the development is undertaken in accordance with the plans and details submitted.

2. **The gate to the entrance in Symonds Place shall open sufficiently wide to permit vehicles to enter and exit simultaneously to prevent queuing on Symonds Place. Any carpark security controls without remote control operation shall be located to least 5.0 metres within the carpark so as to prevent on street queuing.**

Reason: To ensure safe and convenient traffic movement to and from the subject site.

The following Decision Notification Form is the final approval for DA/0541/1999/N

It includes conditions from

- DA/0541/1999 (12 DAC decisions) &
- DA/0541/1999/N (2 Council imposed conditions)

Therefore final Development approval for DA/0541/1999/N will represent these 14 conditions, followed by the building rules consent issued by Katnich Dodd.

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

PRESCRIBED INFORMATION

ADELAIDE CITY COUNCIL

Adelaide City Council
ABN 20 903 762 572
Customer Centre
25 Pirie Street Adelaide
South Australia
GPO Box 2252 Adelaide SA 5001

Enquiries: Troy Olds (8203 7335)
Reference: 1999/00256

Tel 08 8203 7203
Fax 08 8203 7575
Email city@adelaidecitycouncil.com

DECISION NOTIFICATION FORM

FOR DEVELOPMENT APPLICATION DATED 31 May 2002 REGISTERED ON 11 June 2002

DEVELOPMENT NUMBER: DA/541/1999/N

TO: PENTROTH P/L
87 Archer St
NORTH ADELAIDE SA 5006

LOCATION OF PROPOSED DEVELOPMENT: LUMIERE APARTMENTS, 35-47 Halifax Street, ADELAIDE SA 5000

CT: Volume: Folio

Nature of Proposed Development: variation to previous authorisation to construct 240 dwellings of various building forms and dwelling types - amended details (Lumiere Apartments)

From PENTROTH P/L

In respect of this proposed development you are informed that:

NATURE OF CONSENT	CONSENT STATUS	DATE OF DECISION	NO. OF CONDITIONS
Provisional Development Plan Consent	Granted	10 September 2002	14
Provisional Building Rules Consent	Granted	18 December 2002	2
Encroachment Consent	Granted	15 January 2003	0
Development Approval	Granted	15 January 2003	16

~~Details of the building classification and the approved number of occupants under the Building Code are attached.~~

~~A representation(s) from third parties concerning your category 3 proposal was 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 works or change the use of the land until you have also received notification of a Development Approval.

Date of Decision: 15 January 2003

Signed: Troy A. Olds [ ] Development Assessment Commission or delegate

Signed: [✓] Council Chief Executive Officer or delegate

Date: 16.1.03 [ ] Private Certifier

[3] Sheets Attached

cc Development Assessment Commission

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

PRESCRIBED INFORMATION

KATNICH DODD
Postal P.O Box 1171 North Adelaide S.A 5006
Tel: (08) 8239 1040 Fax: (08) 8239 1140
E-mail: admin_in@katnichdodd.com.au
Web: www.katnichdodd.com.au

Reference No: PC17945.2

DECISION NOTIFICATION FORM

For Development Application Dated : Development No: 020/0015/01 (DA/1053/2001)
Registered On :

To: **PENTROTH PTY LTD**
C/- COST MANAGEMENT PARTNERSHIP
207 ANGAS STREET
ADELAIDE SA 5000

LOCATION OF PROPOSED DEVELOPMENT:
House No: **31-39 2-10** Lot No: Street: **HALIFAX STREET SYMONDS PLACE HOWARD FLOREY STREET** Suburb: **ADELAIDE**
Section No: Hundred: Volume: Folio:

NATURE OF PROPOSED DEVELOPMENT

RESIDENTIAL APARTMENTS (5 STOREY) & CARPARK – "LUMIERE APARTMENTS - STAGE 2 - SUPERSTRUCTURE

In respect of this proposed development you are informed that:

NATURE OF CONSENT	CONSENT GRANTED	NUMBER OF CONDITIONS	CONSENT REFUSED
PROVISIONAL DEVELOPMENT PLAN CONSENT	----	----	----
PROVISIONAL BUILDING RULES CONSENT	18/12/02	2	----
LAND DIVISION (TORRENS / STRATA)	----	----	----
PUBLIC SPACE	To be issued by Council in relation to the awnings and balconies	----	----
OTHER	N/A	----	----
DEVELOPMENT APPROVAL	----	* See notes	----

If applicable, the details of the **building classification** and the approved number of occupants under the Building Code are attached.

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 land until you have also received notification of a Development Approval.

Signed:

Date: 18 December, 2002

( ) Development Assessment Commission or Delegate
( ) Council Chief Executive Officer or Delegate
(*) **Private Certifier (1)**

(4) Sheets Attached

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

PRESCRIBED INFORMATION

Reference No: PC17945.2

DEVELOPMENT ACT, 1993
SECTION 42
CONDITIONS OF PROVISIONAL BUILDING RULES CONSENT

BUILDING WORK:	RESIDENTIAL APARTMENTS (5 STOREY) & CARPARK – "LUMIERE APARTMENTS" – STAGE 2 - SUPERSTRUCTURE	
SITE ADDRESS:	31-39 HALIFAX STREET/ 2-10 SYMONDS PLACE, HOWARD FLOREY STREET, ADELAIDE	
APPLICANT:	COST MANAGEMENT PARTNERSHIP	
OWNER:	PENTROTH PTY LTD	
CLASSIFICATION:	GROUND	7a
	1ST – 4TH FLOORS	2
RISE IN STOREYS:	6	
TYPE OF CONSTRUCTION:	A	
DEVELOPMENT APPLN:	020/0015/01 (DA/1053/2001)	

CONDITIONS

1..The air-conditioning condenser units located adjacent to the balustrades where the change in level from the floor to the ground surface beneath exceeds 4 metres shall not provide a foothold for small children in the range from 150 mm to 760 mm above the balcony floor level.

BCA-D2.16

2..The swimming pool water recirculation and filtration system shall comply with the requirements of AS1926.3 and have at least two pump intakes not less than 800mm apart

BCA-Part G1

Notes:
This application covers the superstructure complete including the architectural and services fit-out.
This consent does not include the 3 storey high arch structure on the western side linking to the Lumiere Convertibles.

The Early Fire Hazard Indices of wall, floor and ceiling linings, and air-handling ductwork shall comply with Clause C1.10 of the BCA.

Fire precautions must be taken during construction in accordance with BCA-E1.9.

The person proposing to undertake building work on land (or who is in charge of such work) is warned of their obligation to give the Council notice at stages prescribed in Regulation 74

SCHEDULE OF ESSENTIAL SAFETY PROVISIONS: Regulation 76 requires that the relevant authority on granting provisional rules consent, issue a schedule that specifies the essential safety provisions for the building and the standards or requirements for the maintenance and testing in respect each of those essential safety provisions set out in Minister's Specification SA 76. The items to be inspected or tested are detailed on the attached schedule.

Proof of maintenance must be provided to Council each calendar year by the building owner.

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

PRESCRIBED INFORMATION

CERTIFICATE OF OCCUPANCY: A new Certificate of Occupancy **is required** to be issued in relation to the proposed development. Katnich Dodd will, before granting a certificate of occupancy, require:

1. a written statement from a licensed building work contractor who carried out the relevant work or who was in charge of carrying out the relevant work; or if there is no such licensed building work contractor- from a registered building work supervisor (including architect) or private certifier
   - that the notifications required under section 59 of the Act have been given in accordance with the requirements of that section and the regulations; and
   - that the relavant building work has been carried out in accordance with any relevant approval and the provisions of the Building Rules; and
   - that the connections required to public authority or utility services or facilities have been made in accordance with the requirements of the relevant public authority or utility.
2. a certificate of compliance for each essential safety provision, in the appropriate form under schedule 16, signed by the installer of the safety provision, or where the installer is a company, signed by the manager responsible for the installation work; and
3. Where a building is required by the Building Rules to be equipped with a booster assembly for use by fire fighters; or to have installed a fire alarm that transmits a signal to a fire station; and facilities for fire detection, fire fighting or the control of smoke must be installed in the building pursuant to an approval under the Act, the "wet" and/or "dry" report(s) from the fire authority as to whether those facilities have been installed and operate satisfactorily.

Wet area details including floor grades, set-downs and impervious surfaces shall comply with Minister's Specification SA F1.7; including provision of drainage flanges.

IMPORTANT: This report does not imply compliance with the Electricity Act, 1996 as amended (building within prescribed distances of adjacent power lines), the Occupational Health, Safety & Welfare Act, the (State) Equal Opportunity Act, 1984, or with the Commonwealth Disability Discrimination Act, 1993 as amended or with any of the regulations under those Acts. It is the responsibility of the owner and the person erecting the building to ensure compliance with same.

Katnich Dodd
Building Surveyors

.....

Ian Dodd
18 December, 2002

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

PRESCRIBED INFORMATION

ADELAIDE CITY COUNCIL

Adelaide City Council
ABN 20 903 762 572
Customer Centre
25 Pirie Street Adelaide
South Australia
GPO Box 2252 Adelaide SA 5001

Enquiries: Rebecca Thomas (8203 7343) Mike Chang (8203 7488)
Reference: 1999/00256

Tel 08 8203 7203
Fax 08 8203 7575
Email city@adelaidecitycouncil.com

DECISION NOTIFICATION FORM

FOR DEVELOPMENT APPLICATION DATED 05 December 2002 REGISTERED ON 05 December 2002

DEVELOPMENT NUMBER: DA/1053/2001/3

TO: PENTROTH P/L
67 Archer St
NORTH ADELAIDE SA 5006

LOCATION OF PROPOSED DEVELOPMENT: NOW RESIDENCES, 53-48 Gilles Street, ADELAIDE SA

CT: Volume Folio

Nature of Proposed Development: **Construct attached 120 residences (Symonds and Gilles Apartments) - Stage III - 40 Apartments**

From PENTROTH P/L

In respect of this proposed development you are informed that:

NATURE OF CONSENT	CONSENT STATUS	DATE OF DECISION	NO. OF CONDITIONS
Provisional Development Plan Consent	Granted	02 May 2002	10
Provisional Building Rules Consent	Granted	04 December 2002	4
Development Approval	Granted	10 January 2003	14

Details of the building classification and the approved number of occupants under the Building Code are attached.

~~Representation(s) from third parties concerning your category 3 proposal were received.~~

If there were third party representations, any consent/approval or consent/approval with conditions does not operate until the period by which in the Act have expired.

Reasons for the 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 works or change the use of the land until you have also received notification of a Development Approval.

Date of Decision: 10 January 2003

Signed: .....

Signed: .....

Date: 10-1-03

[ ] Development Assessment Commission or delegate
[✓] Council Chief Executive Officer or delegate
[ ] Private Certifier
[3] Sheets Attached

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

PRESCRIBED INFORMATION

South Australia - Regulation under the Development Act, 1993 Regulation 42

DECISION NOTIFICATION FORM

Development Number
020/0015/01
(DA/1053/2001)

FOR DEVELOPMENT APPLICATION

DATED : 12/12/01
REGISTERED ON : 27/12/01

TO: PENTROTH PTY LTD
C/o TECTVS DESIGN
25 CHESSER STREET
ADELAIDE SA 5000

LOCATION OF PROPOSED DEVELOPMENT:

Lot No : **Street :** Halifax, Gilles, Symonds Place **Suburb** : Adelaide

Section No. : P.T.A.562 **Hundred** : Adelaide **Volume** : 5852 5812 **Folio** : 230 64, 66 and 67

NATURE OF PROPOSED DEVELOPMENT
129 attached dwellings, Halifax Apartment Building, new residences, the Depot 1 and Depot 2 Residences and Halifax Apartment Residences (former Halifax Apartments, Symonds Apartments and Gilles Apartments) (Variation to consent Application No 020/0013/99 granted 24 February 2000)

From : **DEVELOPMENT ASSESSMENT COMMISSION**

In respect of this proposed development you are informed that:

NATURE OF DECISION	CONSENT GRANTED	NO. OF CONDITIONS	CONSENT REFUSED	NOT APPLICABLE
Provisional Development Plan Consent	GRANTED	9		
Land Division				N/A
Land Division [Strata]				N/A
Provisional Building Rules Consent	STILL REQUIRED			
Public Space				
Other				N/A
DEVELOPMENT APPROVAL	STILL REQUIRED			N/A

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.

Date of Decision 2 May 2002 | | **Delegate of the Development Assessment Commission**

Signed | | **Sheets Attached**

Date 2/5/02

SCANNED CRU 06/05/2002 13:36:10

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

Development Assessment Commission

DEVELOPMENT APPLICATION NO 020/0015/01
CONSTRUCTION OF 129 ATTACHED DWELLINGS HALIFAX APARTMENT BUILDING, NOW RESIDENCES, THE DEPOT 1 AND DEPOT 2 RESIDENCES AND HALIFAX APARTMENTS AND GILLES APARTMENTS) – VARIATION TO CONSENT – APPLICATION NO 020/0013/99 GRANTED 24 FEBRUARY 2000

CONDITIONS

1. That where minor amendments may be required by other relevant Acts and/or legislation, or by conditions imposed herein, all development is to be carried out in accordance with the plans and details (as amended) contained in application No 020/0015/01 (DA/1053/2001) dated 12 December 2001.

2. That the following details shall be provided in accordance with the Australian Standard AS2890 Part 1 (off-street car parking):-

   - Bicycle parking, parking for people with disabilities, signs and internal lighting of the car park shall be provided.
   - Clear sight lines to pedestrians along Symonds Place footpath shall be provided in accordance with Section 3.2.4 of the Standard.
   - All line marking and traffic signs shall conform to the Standard and be consistent with those used for the street network.
   - Cautionary signs regarding low clearance to the structure over the access point shall be installed in accordance with the Standard.

3. That the "Now" residences lane, "Depot 1" residences lane and "Depot 2" residences lane shall be modified or other appropriate traffic devices such as mirrors installed to ensure adequate sight lines are provided.

4. That proposed balconies shall provide a minimum vertical clearance of 3.0 metres above the footpath and 700 mm horizontal clearance to the face of kerb.

5. That the existing footpath levels shall be retained and entrance levels of the development shall meet the existing back of the footpath.

6. That the levels along Howard Florey Street and Gilles Street shall be maintained and the levels along Symonds Place shall be in accordance with the new streetscape design prepared by the Adelaide City Council.

7. That the boundary levels between the development and the proposed reserve off Howard Florey Street shall be consistent.

8. That stormwater shall be managed in accordance with the following:

   - That the applicant shall ensure that stormwater run off from each community titled property is contained within the property boundaries collected and discharged to the Symonds Place, Gilles Street and Howard Florey Street road reserves.

SCANNED CRU 06/05/2002 13:36:11

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

- Collected drainage water from any landscaped areas, planter boxes and air conditioning units shall be discharged to sewer.

- Any proposed stormwater discharged from any allotment through any proposed common property/right of ways ("Depot 1" residences lane, "Depot 2" residences lane and "Now" residences lane) the applicant shall ensure that this complies with any other properties with rights over any proposed common property/right of ways. The applicant shall be prepared to create an easement for the purpose of sotrmwater drainage over any proposed common property/right of ways ("Depot 1" residences lane, "Depot 2" residences lane and "Now" residences lane) as a result of any proposed stormwater discharge from any allotment through any proposed common property/right of ways.

9. That in reference to the existing/proposed street trees adjacent the proposed development, the following issues shall be addressed:

- Site works shall be affected in such a manner so as not to damage the existing street trees;

- The sewerage serving the development shall be laid out and designed in such a manner which ensures retention of the existing street trees and takes into account the location of the proposed street trees, notwithstanding the requirements of the Regulations under the *Sewerage Act, 1929*.

- The street trees shall not be removed.

- A minimum clearance of 1 metre shall be maintained between the proposed crossing places and the existing/proposed street trees.

SCANNED CRU 06/05/2002 13136112

ADVISORY NOTES

- Conditions of Provisional Development Plan Consent including notes for applicant for development application 020/0013/99 (DA/0541/99) dated 24 February 2000, and including the variation dated 9 May 2000 and two variations both dated 6 November 2001 apply except for the variation specific above.

- In respect to condition 9, the applicant is advised that any pruning of the existing/proposed trees, necessary to maintain the clearance between the trees and the development, shall only be carried out by the Adelaide City Council. Furthermore, the Council is not liable for any damage to the development arising from the growth of the trees or by shredding of bark, leaves, fruit etc.

- The applicant shall submit details of the proposed public art to the Adelaide City Council prior to or at the time of Provisional Building Rules Consent. The proposal will be subject to consideration by the Council's Public Arts Committee and contact should be made with Mr Don Chapman, Public Art Officer, on 8203 7195 in the first instance.

- Any street numbering which may have been indicated on this application has neither been approved nor denied. The correct street addressing for this development can be confirmed by contacting the Rates and Valuation Section on 8203 7420 or 8203 7425.

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PRESCRIBED INFORMATION

- Pursuant to the provisions of Regulation 48 of the Regulations under the *Development Act 1993*, this consent/approval will lapse at the expiration of 12 months from the operative date of the consent/approval unless the development has been lawfully commenced by substantial work on the site of the development within such period, in which case the approval will lapse within 3 years from the operative date of the approval subject to the proviso that if the development has been substantially or fully completed within those 3 years, the approval will not lapse.

- Development Approval will not be granted until a Provisional Building Rules Consent has been obtained. A separate application must be submitted for such a consent. No building work or change of classification is permitted until the Development Approval has been obtained.

- Information from the Lands Titles Office has revealed that the subject land is contained in Certificates of Title Volume 5812 Folios 64, 66 and 67 and Volume 5852 Folio 230.

- It is recommended that as the applicant is undertaking work on or near the boundary, the applicant should ensure that the boundaries are clearly defined, by a Licensed Surveyor, prior to the commencement of any building work.

- The applicant must ensure there is no objection from any of the public utilities in respect of underground or overhead services and any alterations that may be required are to be at the applicant's expense.

- A Building Site Management Plan is required prior to or at the time of application for Development Approval. The Building Site Management Plan should include details of such items as:

  - Work in the Public Realm
  - Street Occupation
  - Hoarding
  - Site Amenities
  - Traffic Requirements
  - Servicing Site
  - Adjoining Buildings
  - Reinstatement of Infrastructure.

  Please contact Mr Mike Thomas, Principal Building Officer on telephone 8203 7259, for further clarification or additional information.

Roger Freeman
PRINCIPAL PLANNER, DEVELOPMENT ASSESSMENT BRANCH
As delegate of the
DEVELOPMENT ASSESSMENT COMMISSION

2/5/02

SCANNED CRU 06/05/2002 13:36:13

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

PRESCRIBED INFORMATION

KATNICH DODD
Postal P.O Box 1171 North Adelaide S.A 5006
Tel (08) 8239 1040 Fax (08) 8239 1140
E-mail admin@katnichdodd.com.au
Web www.katnichdodd.com.au

Reference No: PC17092

DECISION NOTIFICATION FORM

For Development Application Dated :
Registered On :
Development No: 620/0615/01 (DA/1053/2001)

To: **PENTROTH PTY LTD**
C/- TECTVS DESIGN
25 CHESSER STREET
ADELAIDE SA 5000

LOCATION OF PROPOSED DEVELOPMENT:
House No: 32-48 Lot No: Street: GILLES STREET Suburb: ADELAIDE
Section No: Hundred: Volume: Folio:

NATURE OF PROPOSED DEVELOPMENT

40 DWELLINGS (3 STOREY) & GARAGES – Depot 1 & 2 Apartments

In respect of this proposed development you are informed that:

NATURE OF CONSENT	CONSENT GRANTED	NUMBER OF CONDITIONS	CONSENT REFUSED
PROVISIONAL DEVELOPMENT PLAN CONSENT	----	----	----
PROVISIONAL BUILDING RULES CONSENT	4/12/02	4	----
LAND DIVISION (TORRENS / STRATA)	----	----	----
PUBLIC SPACE	N/A	----	----
OTHER	N/A	----	----
[redacted]	----	* See notes	----

If applicable, the details of the **building classification** and the **approved number of occupants** under the Building Code are attached.

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.

*** NOTE**
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 land until you have also received notification of a Development Approval.

Signed:

Date: 4 December, 2002

( ) Development Assessment Commission or Delegate
( ) Council Chief Executive Officer or Delegate
(*) Private Certifier (V)

(3) Sheets Attached

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

PRESCRIBED INFORMATION

Reference No: PC17092

DEVELOPMENT ACT, 1993
SECTION 42
CONDITIONS OF PROVISIONAL BUILDING RULES CONSENT

BUILDING WORK:	40 DWELLINGS (3 STOREY) & GARAGES
SITE ADDRESS:	32-48 GILLES STREET ADELAIDE
APPLICANT:	PENTROTH PTY LTD
OWNER:	PENTROTH
CLASSIFICATION:	1a & 10a
DEVELOPMENT NO:	020/0015/01 (DA/1053/2001)

CONDITIONS

1..Final drainage calculations to justify stormwater design shall be submitted to and approved by the *certifier* prior to such work being commenced

BCA-P2.1

2..Balustrade calculations and construction details shall be submitted to and approved by the *certifier* prior to commencement of the upper level floors

BCA-P2.1

3..The roof trusses for the sheet roof shall be

- a proprietary product designed and manufactured by a licensed manufacturer based on a certified design complying with the requirements of AS1720.1 and AS1649 utilising a design wind speed (V_u) of not less than 33m/s, and
- erected, installed and braced in accordance with AS4440 and the manufacturers specification.

BCA-P2.1

4..A Certificate of Insurance in the form prescribed in Regulation 14 and Part 5 of the Building Work Contractors Act, 1995 shall be submitted to the Council prior to work being commenced.

Reg 21.

Notes

The Certificate from Dome Consulting (Report No. DC716) certifying that the 'M3 Footing Design System' materials and form of construction will comply with the provisions of Building Code of Australia P2.1/Part 3, has been accepted and relied upon pursuant to Regulations 85 & 86.

This consent has been based on the understanding that the owner and builder have not entered in to a contract .

This consent is issued on the understanding that the stairs and balustrade will be manufactured and installed by "Stair Lock" to their design and in accordance with BCA 3.9.1 & 3.9.2 of the Building Code of Australia. If there is any change to this arrangement an amended consent will be required. Treads shall have a non-slip finish or a suitable non-skid strip near the edge of the nosings.

This consent is issued on the understanding that the proprietary type materials and products as specified either on the architectural plans or specification are to be selected and installed in accordance with the manufacturers recommendations and relevant standards

Set-off dimensions shall be from the allotment boundaries and not necessarily the fence lines.

For building work prescribed in regulation 75, the building owner, must, at least 28 days before the building work is commenced cause to be served on the owner of the affected land

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

PRESCRIBED INFORMATION

or premises a notice of intention to perform the building work and the nature of that work, as required by Section 60.

The person proposing to undertake building work on land (or who is in charge of such work) is warned of their obligation to give the Council notice at stages prescribed in Regulation 74.

A person must not occupy a Class 1a building under the Building Code (or an addition to a Class 1a building) that has been completed in accordance with the development authorisation insofar as it relates to the performance of building work unless it complies with the requirements prescribed in Regulation 83A.
Regulation 83AB requires a written statement of completion for Class 1a buildings to be provided to the relevant authority by

- the licensed building work contractor who has carried out the relevant work, or who was in charge of carrying out the relevant work, to which the statement relates, or
- if there is no such licensed building work contractor- a registered building work supervisor (including architect) or private certifier.

The location, design and capacity of the stormwater discharge at the property alignment should be approved by council prior to siteworks commencing. The drainage system should be completed by the finish of construction of the building. (Clause 5.5.3 of AS 2870)

The method of stormwater disposal must not result in the entry of water into any building or on to the land of any adjoining owner without their consent.

The sealed stormwater system will require inspection points at strategic locations to allow for ease of ongoing maintenance. The location and design of the points should be discussed with the design engineer to ensure maximum efficiency.

AS3660.1- 'Termite Management - New Building Work', sets out methods for minimising the risk to new buildings from damage to their structural members by subterranean termites by deterring concealed entry by termites from the soil to the building. A termite barrier system constructed in accordance with this standard can not prevent termite attack, as barriers may be bridged or breached. Where termites bridge barriers the evidence may be detected during inspections which need to be carried out at intervals not exceeding 12 months to reduce the risk of termite damage. A durable notice shall be permanently fixed to the building in a prominent location such as a meter box or the like indicating the method of protection; and the date of installation of the system; and where a chemical barrier is used, its life expectancy as listed on the National Registration Authority label; and the need to maintain and inspect the system on a regular basis.

Building work adjacent to a property boundary and/or existing structure is proposed and this may compromise the effectiveness of the termite barrier. Documentation on the limitations of the termite barrier installed in this regard should be provided to the building owner.

All timbers exposed to the weather or in contact with the ground shall be durability class 1 or 2 (AS1720) or shall be adequately treated with preservative (AS1604). All nails used for framing anchor and straps shall be corrosion protected . Nails used in joints that are continuously damp or exposed to the weather shall be hot-dip galvanised, stainless steel or monel metal.

The assessment of the timber framing has been based on the understanding that the timber to be used for all structural elements has a minimum joint strength group of J4 or JD4.

The footings have not been designed to take into account the effect of trees located within a distance less than their zone of influence from the building whether they are on or outside of the allotment. If clarification is required, refer to the footing construction report or seek advice from the engineer.

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

PRESCRIBED INFORMATION

The footings have only been checked for compliance with the minimum allowable requirements prescribed in AS2870. The owner is advised to refer to the footing construction report or seek advice from the engineer in this matter.

The owners attention should be drawn to Appendix B of AS 2870 'Performance Requirements and Foundation Maintenance'

Particular care should be exercised to ensure that the plumbing and perimeter paving is installed in accordance with the requirements of AS 2870 and engineers details.

The articulation or control joints in the masonry walls shall be installed in accordance with the Site Investigation and Footing Construction Report numbered 5279 by M3 Consulting.

Wet area details including floor grades, set-downs and impervious surfaces shall comply with Minister's Specification SA F1.7; including provision of drainage flanges.

All glazing shall be glazed in accordance with AS1288- 1994, including safety glass for full height windows, glazed doors, side panels and windows located over or adjacent to a bath/shower.

Flexible ductwork used for the transfer of products initiating from a heat source that contains a flame must comply with the fire hazard properties set out in AS4254.

This report does not imply compliance with the Swimming Pools (Safety) Act 1972 as amended or with any of the regulations under this Act. It is the responsibility of the owner and the person erecting the building to ensure compliance with same.

Katnich Dodd
Building Surveyors

.....
Ian Dodd
4 December, 2002

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

PRESCRIBED INFORMATION

DECISION NOTIFICATION FORM

FOR DEVELOPMENT APPLICATION DATED **13 July 1999**

REGISTERED ON **13 July 1999**

DEVELOPMENT NUMBER

LD/20/1999

DAC(020/D020/99)

TO: **PENTROTH P/L**
67 Archer St
NORTH ADELAIDE SA 5006

LOCATION OF PROPOSED DEVELOPMENT: **31-81 Halifax Street, ADELAIDE SA 5000**

CT: Volume Folio

Nature of Proposed Development **Land Division - Create 5 allotments from 33.**

From PENTROTH P/L

In respect of this proposed development you are informed that:

NATURE OF CONSENT	CONSENT STATUS	DATE OF DECISION	NO. OF CONDITIONS
Provisional Development Plan Consent	**Consent**	**14 April 2000**	**1**
Land Division Consent	**Consent**	**14 April 2000**	**5**
Development Approval	**Approved**	**14 April 2000**	**6**

~~Details of the building classification and the approved number of occupants under the Building Code are attached.~~

~~# representation(s) from third parties concerning your category 3 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.~~

Reason 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 works or change the use of the land until you have also received notification of a Development Approval.~~

Date of Decision: **17 April 2000** [ ] Development Assessment Commission or delegate

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

PRESCRIBED INFORMATION

DEVELOPMENT NUMBER

LD/20/1999
DAC (020/D020/99)

FOR DEVELOPMENT APPLICATION: DATED 13 July 1999
REGISTERED ON 13 July 1999

LOCATION OF PROPOSED DEVELOPMENT: 31-81 Halifax Street, ADELAIDE SA 5000

CT: VOLUME: FOLIO:

CONDITIONS OF APPROVAL

(Conditions of Approval under the Development Act 1993)

1. **The development herein approved shall be undertaken in accordance with the amended plans dated 14 April 2000 to the satisfaction of Council, except where varied by conditions below:**

Reason: To ensure that the development is undertaken in accordance with the amended details.

2. **Plans shall be in accordance with the requirements for plans under the Real Property Act (Land Division) Regulations 1982.**

3. **The financial requirements of the SA Water Corporation shall be met for the provision of water supply and water services (SA Water 90093/99).**

4. **Any necessary alterations, extensions or additions to water, sewer and electricity services shall be carried out at the expense of the applicant to the satisfaction of the relevant supply authority.**

Reason: To ensure provision of services to the satisfaction of the relevant authority.

5. **The developer shall comply with the provisions of Regulations 53 and 54 or 58(2) of the Development Regulations 1993.**

Reason: To ensure public roads are constructed to Council requirements.

6. **With respect to Regulation 58 (2) of the Development Regulations 1993, the developer shall enter into a binding agreement with Council, supported by security for an amount to be agreed with Council, for the satisfaction of requirements pertaining to Public Road A and Public Road B.**

Reason: To ensure that requirements under Division 2 of the Development Regulations 1993 will be satisfied.

If you are dissatisfied with these conditions a right of appeal exists, within two (2) months of the receipt of this letter.

Appeals should be lodged with or enquiries made to the Registrar, Environment, Resources and Development Court, Sir Samuel Way Building, Victoria Square, Adelaide, 5000 (Postal Address: GPO Box 2465 Adelaide 5001).

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

PRESCRIBED INFORMATION

DECISION NOTIFICATION FORM

FOR DEVELOPMENT APPLICATION DATED **13 July 1999**

REGISTERED ON **13 July 1999**

DEVELOPMENT NUMBER

LD/21/1999

DAC(020/D021/99)

TO: **PENTROTH P/L**
67 Archer St
NORTH ADELAIDE SA 5006

LOCATION OF PROPOSED DEVELOPMENT: **31-81 Halifax Street, ADELAIDE SA 5000**

CT: Volume Folio

Nature of Proposed Development: **Land Division - Create 12 allotments from 1**

From PENTROTH P/L

In respect of this proposed development you are informed that:

NATURE OF CONSENT	CONSENT STATUS	DATE OF DECISION	NO. OF CONDITIONS
Provisional Development Plan Consent	**Consent**	**20 April 2000**	1
Land Division Consent	**Consent**	**20 April 2000**	3
Development Approval	**Approved**	**20 April 2000**	4

~~Details of the building classification and the approved number of occupants under the Building Code are attached.~~

~~# representation(s) from third parties concerning your category 3 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.~~

Reason 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 works or change the use of the land until you have also received notification of a Development Approval.~~

Date of Decision: **20 April 2000** [ ] Development Assessment Commission or delegate

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

PRESCRIBED INFORMATION

DEVELOPMENT NUMBER

LD/21/1999
DAC (020/D021/99)

FOR DEVELOPMENT APPLICATION: DATED 13 July 1999
REGISTERED ON 13 July 1999

LOCATION OF PROPOSED DEVELOPMENT: 31-81 Halifax Street, ADELAIDE SA 5000

CT: VOLUME: FOLIO:

CONDITIONS OF APPROVAL

(Conditions of Approval under the Development Act 1993)

1. **The development herein approved shall be undertaken in accordance with the amended plans dated 14 April 2000 to the satisfaction of Council, except where varied by conditions below:**

Reason: To ensure that the development is undertaken in accordance with the amended details.

2. **Plans shall be in accordance with the requirements for plans under the Real Property Act (Land Division) Regulations 1982.**

3. **The financial requirements of the SA Water Corporation, shall be met for the provision of water supply and sewerage services (SA Water 90093/99).**

4. **Any necessary alterations, extensions or additions to water, sewer and electricity services shall be carried out at the expense of the applicant to the satisfaction of the relevant supply authority.**

Reason: To ensure provision of services to the satisfaction of the relevant authority

If you are dissatisfied with these conditions a right of appeal exists, within two (2) months of the receipt of this letter.

Appeals should be lodged with or enquiries made to the Registrar, Environment, Resources and Development Court, Sir Samuel Way Building, Victoria Square, Adelaide, 5000 (Postal Address: GPO Box 2465 Adelaide 5001).

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

PRESCRIBED INFORMATION

Adelaide City Council
ABN 20 903 762 572
Customer Centre
25 Pirie Street Adelaide
South Australia
GPO Box 2252 Adelaide SA 5001

Tel 08 8203 7203
Fax 08 8203 7575
Email city@adelaide.sa.gov.au

Enquiries: Catherine Hollingsworth (8203 7207)
Reference: 1999/00256-9

DECISION NOTIFICATION FORM

FOR DEVELOPMENT APPLICATION DATED 08 February 2002

REGISTERED ON 08 February 2002

DEVELOPMENT NUMBER
020/C002/02
CO/2/2002

TO: PENTROTH P/L
C/- Calder Harris Surveyors P/L
PO BOX 67
UNLEY SA 5061

LOCATION OF PROPOSED DEVELOPMENT: **22-30 Symonds Place, ADELAIDE SA 5000, 32-48 Gilles Street, ADELAIDE SA 5000**

CT: Volume Folio

Nature of Proposed Development: **Community Titles - create 20 titles from 1**

From **PENTROTH P/L**

In respect of this proposed development you are informed that:

NATURE OF CONSENT	CONSENT STATUS	DATE OF DECISION	NO. OF CONDITIONS
Provisional Development Plan Consent	Consent	10 May 2002	1
Community Title Consent	Consent	10 May 2002	3
Development Approval	Approved	10 May 2002	4

~~Details of the building classification and the approved number of occupants under the Building Code are attached.~~

~~# representation(s) from third parties concerning your category 3 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.~~

Reason 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 works or change the use of the land until you have also received notification of a Development Approval.~~

Date of Decision: 10 May 2002

Signed: .....

Date: 10.5.02

[ ] Development Assessment Commission or delegate
[✓] Council Chief Executive Officer or delegate
[ ] Private Certifier
[3] Sheets Attached

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

PRESCRIBED INFORMATION

DEVELOPMENT NUMBER
CO/2/2002

FOR DEVELOPMENT APPLICATION:

DATED 08 February 2002
REGISTERED ON 08 February 2002

LOCATION OF PROPOSED DEVELOPMENT: 22-30 Symonds Place, ADELAIDE SA 5000

CT: VOLUME: FOLIO:

CONDITIONS OF DEVELOPMENT APPROVAL ARE AS FOLLOWS:

1. **The development herein granted Provisional Development Plan Consent shall be undertaken in accordance with the plans and details accompanying the application to the satisfaction of Council except where varied by conditions below (if any).**

Reason: To ensure that the development is undertaken in accordance with the plans and details submitted.

2. **The financial requirements of the SA Water Corporation shall be met for the provision of water supply and sewerage services (SA Water 884/02 Water/Sewer).**

Reason: To satisfy the requirements of the Development Assessment Commission.

3. **Any necessary alterations, extensions or additions to water, sewer and electricity and gas services shall be carried out at the expense of the applicant to the satisfaction of the relevant supply authority.**

Reason: To ensure provision of services to the satisfaction of the relevant authority.

4. **Payment of $14244 shall be made into the Planning and Development Fund (7.9 allotments @ $1785 per allotment). Cheques shall be made payable and marked "Not Negotiable" to the Development Assessment Commission and payment made at Level 5, 136 North Terrace, Adelaide, or sent to GPO Box 1815, Adelaide, 5001.**

Reason: To satisfy the requirements of the Development Assessment Commission.

If you are dissatisfied with these conditions a right of appeal exists, within two (2) months of the receipt of this letter.

Appeals should be lodged with or enquiries made to the Registrar, Environment, Resources and Development Court, Sir Samuel Way Building, Victoria Square, Adelaide, 5000 (Postal Address: GPO Box 2465 Adelaide 5001).

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

PRESCRIBED INFORMATION

Adelaide City Council
ABN 20 903 762 572
Customer Centre
25 Pirie Street Adelaide
South Australia
GPO Box 2252 Adelaide SA 5001

Tel 08 8203 7203
Fax 08 8203 7575
Email city@adelaide.sa.gov.au

Enquiries: Catherine Hollingsworth (8203 7207)
Reference: 1999/00256-9

DECISION NOTIFICATION FORM

FOR DEVELOPMENT APPLICATION DATED 08 February 2002
REGISTERED ON 08 February 2002

DEVELOPMENT NUMBER
020/C003/02
CO/3/2002

TO: PENTROTH P/L
C/- Calder Harris Surveyors P/L
PO BOX 67
UNLEY SA 5061

LOCATION OF PROPOSED DEVELOPMENT: **32-48 Gilles Street, ADELAIDE SA, 22-30 Symonds Place, ADELAIDE SA 5000**

CT: Volume Folio

Nature of Proposed Development: **Community Titles - create 25 titles from 1**

From **PENTROTH P/L**

In respect of this proposed development you are informed that:

NATURE OF CONSENT	CONSENT STATUS	DATE OF DECISION	NO. OF CONDITIONS
Provisional Development Plan Consent	**Consent**	**10 May 2002**	**1**
Community Title Consent	**Consent**	**10 May 2002**	**2**
Development Approval	**Approved**	**10 May 2002**	**3**

~~Details of the building classification and the approved number of occupants under the Building Code are attached.~~

~~# representation(s) from third parties concerning your category 3 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.~~

Reason 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 works or change the use of the land until you have also received notification of a Development Approval.~~

Date of Decision: 10 May 2002

Signed: .....

Date: 10.5.02

[ ] Development Assessment Commission or delegate
[✓] Council Chief Executive Officer or delegate
[ ] Private Certifier
[2] Sheets Attached

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

PRESCRIBED INFORMATION

DEVELOPMENT NUMBER
CO/3/2002

FOR DEVELOPMENT APPLICATION: DATED 08 February 2002
REGISTERED ON 08 February 2002

LOCATION OF PROPOSED DEVELOPMENT: 32-48 Gilles Street, ADELAIDE SA

CT: VOLUME: FOLIO:

CONDITIONS OF APPROVAL ARE AS FOLLOWS:

1. **The development herein granted Provisional Development Plan Consent shall be undertaken in accordance with the plans and details accompanying the application to the satisfaction of Council except where varied by conditions below (if any).**

Reason: To ensure that the development is undertaken in accordance with the plans and details submitted.

2. **Any necessary alterations, extensions or additions to water, sewer and electricity and gas services shall be carried out at the expense of the applicant to the satisfaction of the relevant supply authority.**

Reason: To ensure provision of services to the satisfaction of the relevant authority..

3. **The financial requirements of the SA Water Corporation shall be met for the provision of water supply and sewerage services (SA Water 884/02 Water/Sewer)**

Reason: To satisfy the requirements of the Development Assessment Commission.

If you are dissatisfied with these conditions a right of appeal exists, within two (2) months of the receipt of this letter.

Appeals should be lodged with or enquiries made to the Registrar, Environment, Resources and Development Court, Sir Samuel Way Building, Victoria Square, Adelaide, 5000 (Postal Address: GPO Box 2465 Adelaide 5001).

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

ATTACHMENTS

Attachment - Change of Use

DA/541/1999 – Construct 240 dwellings of various building forms and dwelling types (old Halifax depot).

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

Data Extract for Section 7 search purposes

Valuation ID 0209391356

Data Extract Date: 16/10/2026

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: C21440 FL10

Certificate Title: CT5882/123

Property Address: 9 VEALE LANE ADELAIDE SA 5000

Zones

City Living (CL)

Subzones

Medium-High Intensity (MHI)

Zoning overlays

Overlays

Airport Building Heights (Regulated) (All structures over 110 metres AHD)

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

Affordable Housing

The Affordable Housing Overlay seeks to ensure the integration of a range of affordable dwelling types into residential and mixed use development.

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.

Design

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

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

Hazards (Flooding - Evidence Required)

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

Prescribed Wells Area

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

Regulated and Significant Tree

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

Stormwater Management

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

Signif Retirement Facility Supported Accom Sites

The Significant Retirement Facility and Supported Accommodation Sites Overlay seeks to facilitate the development of supported accommodation and/or retirement facilities on significant retirement facility and supported accommodation sites to provide accommodation for the communities' ageing residents.

Urban Tree Canopy

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

Is the land situated in a State Heritage Place/Area

No

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

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

Is the land designated as a Local Heritage Place

No

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

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

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

No

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

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

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

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

Associated Development Authorisation Information

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

No

Land Management Agreement (LMA)

No

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

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: 2825832

DATE OF ISSUE
13/10/2026

SEARCHLIGHT TECHNOLOGY PTY LTD
POST OFFICE BOX 232
RUNDLE MALL SA 5000

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

OWNERSHIP NUMBER	OWNERSHIP NAME
12157304	C SHARMAN & I LOVERING

PROPERTY DESCRIPTION

9 VEALE LANE / ADELAIDE SA 5000 / LT 10 C21440

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
			R4	RE
0209391356	CT 5882/123	$780,000.00	1.000	0.400

LEVY DETAILS:

FINANCIAL YEAR
2026-2027

FIXED CHARGE	$	50.00
+ VARIABLE CHARGE	$	247.10
- REMISSION	$	146.05
- CONCESSION	$	0.00
+ ARREARS / - PAYMENTS	$	-151.05
= AMOUNT PAYABLE	$	0.00

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

EXPIRY DATE **11/01/2027**

Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE
Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

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: 7025468518** 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.

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

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: 2825832

DATE OF ISSUE
13/10/2026

SEARCHLIGHT TECHNOLOGY PTY LTD
POST OFFICE BOX 232
RUNDLE MALL SA 5000

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

OWNERSHIP NAME
C SHARMAN & I LOVERING

FINANCIAL YEAR
2026-2027

PROPERTY DESCRIPTION
9 VEALE LANE / ADELAIDE SA 5000 / LT 10 C21440

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	TAXABLE SITE VALUE	AREA
0209391356	CT 5882/123	$139,000.00	0.0050 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 **11/01/2027**

Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE
Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

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: 7025468427** 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.

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

SA Water

Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
02 09391 35 6	CT5882123	13/10/2026	8623	2825832

SEARCHLIGHT TECHNOLOGY
16 BIRDWOOD ST
NETHERBY SA 5062
info@searchlighttechnology.com.au

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: I C LOVERING & C L SHARMAN
Location: 9 VEALE LANE ADELAIDE LT10 C21440
Description: 4HG **Capital Value:** $ 780 000
Rating: Residential

Periodic charges

Raised in current years to 31/12/2026

				$
		Arrears as at: 30/6/2026	:	0.00
Water main available:	1/7/2003	Water rates	:	176.00
Sewer main available:	1/7/2003	Sewer rates	:	231.28
		Water use	:	0.00
		SA Govt concession	:	0.00
		Recycled Water Use	:	0.00
		Service Rent	:	0.00
		Recycled Service Rent	:	0.00
		Other charges	:	0.00
		Goods and Services Tax	:	0.00
		Amount paid	:	203.64CR
		Balance outstanding	:	203.64

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

Next quarterly charges: Water supply: 88.00 Sewer: 115.64 Bill: 6/1/2027

This account has no meter of its own but is supplied from account no 02 09390 90 0.

The Water Use apportionment option is Nil.

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

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

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

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SA Water

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

SA Water

South Australian Water Corporation

Name:
I C LOVERING & C L SHARMAN

Water & Sewer Account
Acct. No.: **02 09391 35 6**

Amount: _____

Address:
9 VEALE LANE ADELAIDE LT 10 C 21440

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	0209391356

BPAY

Biller code: 8888
Ref: 0209391356

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: 0209391356

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

Whittles Better communities. The Whittles way.

176 Fullarton Road
Dulwich SA 5065

08 8291 2300
whittles.com.au

Whittles Management
Services Pty Ltd atf
Whittles Strata Unit Trust
ABN 31 493 603 726

13/10/26

SEARCHLIGHT TECHNOLOGY
PO BOX 232
RUNDLE MALL, SA, 5000

Dear Sir/Madam

RE: Community Corporation 21440 Inc.
22-30 SYMONDS PLACE &, VEALE LANE, ADELAIDE
ABN: 73732411597
Lot: 00010 Address known as: 9 VEALE LANE, ADELAIDE
OWNER: C Sharman & I Lovering

The following details are provided pursuant to your request for information under the Community Titles Act 1996.

Lot Entitlement Value:

The Lot Entitlement Value is 95 of a total 1940.

Financial Status of the Lot Owner:

The contribution payable to the Administration Fund is currently $441.00 per quarter paid to 14/10/26. No GST is included within this contribution.

The contribution payable to the Sinking Fund is currently $32.00 per quarter paid to 14/10/26. No GST is included within this contribution.

Arrears are as follows:

Admin Fund:	$0.00	Interest:	$0.00
Sinking Fund:	$0.00	Other Arrears:	$0.00

TOTAL ARREARS ARE: $0.00 as at 13/10/2026. **NEXT CONTRIBUTION IS DUE 15/10/2026 (SEE ATTACHED).**

(NOTE: An interest rate of 15 % per annum calculated daily applies)

The details provided are, to the best of our knowledge, accurate to this date. As this information could change prior to settlement, Conveyancers are urged to confirm them by telephone IMMEDIATELY PRIOR TO SETTLEMENT.
Please contact Whittles on 8291 2300 or info.adelaide@whittles.com.au

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

Known Extraordinary Expenses

Known extraordinary expenses likely to be incurred by the Corporation are as follows:

NOTE: THE CONTRIBUTION PAYABLE TO THE ADMINISTRATION FUND WILL INCREASE TO $451.00 AS OF 15/10/2026.

** The Corporation has installed Individual Flow Meters for individual units to pay for their own water consumption.

** Obtain final readings from Strata Water Solutions.

** Individual Lot water consumption paid by Lot owner.
** Common property water consumption paid by Corporation.

The Corporation's building insurance provides collective cover for the common property and improvements forming part of the insured buildings, including those associated with individual lots, subject to the terms, conditions and exclusions of the policy.

Please refer to Minutes of Corporation Meetings and other enclosures for other known liabilities.

Special Levies

No special levies payable.

Financial Status of the Community Title

The Corporation's funds are maintained in a bank account at Macquarie Bank Limited.

The fund currently stands to the credit of:

Administrative Fund	$15,610.34CR
Sinking Fund	$29,023.36CR (for future projects)

Enclosures

Enclosed are Minutes of General and Management Committee meetings for the past two years.

Also enclosed is a summary of policies, special resolutions and approvals granted by the Corporation. Further details of these are available upon request.

Insurance Details

Refer to the attached Certificate of Currency / Certificate of Insurance.

Records

The Corporation's records of accounts, minutes and other prescribed documentary material can be viewed and are available for inspection at our offices at 176 Fullarton Road, Dulwich during normal working hours.

To ensure we can continue to provide efficient service and maintain our professional standards, we ask that you contact us by email or telephone if you require an appointment to view these records. This allows us to make the necessary arrangements and ensure the records are available for your inspection.

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

Pets

Please note this property is part of a Strata/Community Plan, additional approval for pets may be required. This process involves seeking consent from the Corporation which may include a notice period and additional fees. Approval is not guaranteed and is subject to the rules and regulations of the Strata/Community Plan. Please refer to By-Laws and/or Articles and Resolutions for further details.

Special Notes

Conveyancers should note that it is the Lot holder's legal responsibility to notify the Corporation immediately of a change in ownership, change in address of the owner or change in occupancy of the Lot.

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

Conveyancers should check with SA Water for any liability for additional water charges, and refer to the Corporation's financial budget for the year to ascertain whether such liability will be met by the Corporation or by the Lot holder.

Yours faithfully



Mark Sorgini
Body Corporate Manager
mark.sorgini@whittles.com.au

WHITTLES MANAGEMENT SERVICES PTY LTD
On behalf of the Corporation 13/10/2026

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

PLEASE RETURN THIS SLIP IMMEDIATELY SETTLEMENT IS EFFECTED
to - info.adelaide@whittles.com.au

TO: WHITTLES MANAGEMENT SERVICES
PO BOX 309
KENT TOWN SA 5071

SETTLEMENT DATE: ___ /___ /___

PURCHASERS NAME(S):(Attach any extra purchasers details to this document)

Purchaser 1:

_____ _____
First Name Surname

Purchaser 2:

_____ _____
First Name Surname

BUSINESS NAME (If Applicable)

_____ _____

TELEPHONE NUMBERS : MOBILE : _____
HOME: WORK: _____
_____

EMAIL : _____

ACCOUNTS TO BE FORWARDED TO :
_____
_____

CORRESPONDENCE TO BE FORWARDED TO :
_____
_____

The Corporation request that where possible owners elect to receive their correspondence including accounts by email, in an
effort to reduce postage and photocopying charges.

BROKER:
Searchlight Technology
PO BOX 232, RUNDLE MALL

Community Corporation 21440 Inc.
22-30 SYMONDS PLACE &, VEALE LANE, ADELAIDE
Lot: 00010 Address known as: 9 VEALE LANE, ADELAIDE
OWNER: C Sharman & I Lovering
Mark Sorgini

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

TAX INVOICE

13/10/2026

Whittles Management Services
ABN 31 493 603 726
PO Box 309
KENT TOWN SA 5071

Searchlight Technology
PO BOX 232
RUNDLE MALL SA 5000

DESCRIPTION: Searching and completing document for provisions of Section 139 of the Community Titles Act, 1996, Lot : 00010 at 22-30 SYMONDS PLACE &, VEALE LANE, ADELAIDE

Community Corporation 21440 Inc.

FEE:	As prescribed	$120.00	PAID
	Plus 10% GST	$12.00	PAID
TOTAL DUE:		$132.00	PAID

OWNER: C Sharman & I Lovering

With Compliments

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

COMMUNITY CORP.21440 INC

ABN: 73732411597
22-30 Symonds Place &
Veale Lane
ADELAIDE SA 5000
Accounts enquiries: (08) 8291 2300
Accounts email: accounts.sa@whittles.com.au

Your account number
LOVE11

Date of issue
21 Sep 2026

Total amount payable
$483.00

New charges due for payment
15 Oct 2026

TAX INVOICE

C Sharman & I Lovering
PO Box 207
GOODWOOD SA 5034

Property Address
9 Veale Lane
ADELAIDE SA 5000

Unit number
10

Lot number
10

Details	Period	Amount	GST Incl	Total
Admin Fund Contributions Total levied for all units for this period: $9208.00	15/10/26 to 14/01/27	451.00	0.00	451.00
Sinking Fund Contributions Total levied for all units for this period: $654.00	15/10/26 to 14/01/27	32.00	0.00	32.00
				483.00

TOTAL DUE IF PAID BY 15/10/26 (Includes GST of $0.00) $483.00

Interest will be charged on any overdue fees/charges at an annual rate of 15%

DEFT PAYMENT SYSTEMS

DEFT Reference Number
3051985580106

Date due
15 Oct 2026

Amount due
$483.00

Plan: 021440
Unit: 00010
Account: LOVE11

*496 305198558 0106

Registration is required for payments from cheque or savings accounts. Please register at www.deft.com.au.
Registration is not required for one-off credit card payments.

Direct Debit or Online payments can be made using Visa, Mastercard, American Express or Diners. Surcharges will apply.
BPAY payments can be made using Visa or Mastercard. No surcharge will apply and loyalty points may not accrue.

PAYMENT OPTIONS

Credit Card www.deft.com.au	Visit www.deft.com.au to make a secure credit card payment over the Internet. Payments by credit cards will attract a surcharge.
Direct Debit www.deft.com.au	Register at www.deft.com.au to setup Biller or Customer initiated direct debit payments from your nominated bank account or credit card.
BPAY Biller code: 96503	Contact your financial institution to make a payment from your cheque, savings or credit card. Please use your DEFT Reference number when making your payment.
Australia Post	Present this bill at any Post Office to make cheque or EFTPOS payments.

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

Administrative Fund Statement of Income & Expenditure

COMMUNITY CORP.21440 INC
22-30 Symonds Place & Veale Lane ADELAIDE SA 5000
1 July 2025 to 30 June 2026
Printed 11/08/26 13:08

	YTD Actual	YTD Budget	Variance	Last Year
FUND INCOME				
Contributions	34,260.00	36,000.00	(1,740.00)	35,240.00
TOTAL FUND INCOME	**34,260.00**	**36,000.00**	**(1,740.00)**	**35,240.00**
FUND EXPENDITURE				
Audit prep. incl of auditor fee	308.00	292.00	(16.00)	286.00
Common property	0.00	300.00	300.00	0.00
Debt collection fees	132.00	0.00	(132.00)	220.00
Debt collection fees recovery	(132.00)	0.00	132.00	(176.00)
Electrical	873.40	420.00	(453.40)	0.00
Grounds	750.00	1,600.00	850.00	585.00
Insurance renewals	19,078.00	22,662.00	3,584.00	18,885.00
Keys & Fobs	82.50	108.00	25.50	114.75
Management - Additional services fee	588.00	520.00	(68.00)	256.00
Management - Agreed Services	5,300.00	5,300.00	0.00	5,140.00
Management - Asset Maintenance Services	399.96	400.00	0.04	399.96
Management - Disbursement Fees	1,716.00	1,716.00	0.00	1,716.36
Meter reading fee	1,295.00	1,460.00	165.00	1,235.00
Plumbing	0.00	600.00	600.00	0.00
Reports	0.00	900.00	900.00	0.00
Security gates	634.00	500.00	(134.00)	234.00
Utilities-Water	159.63	104.00	(55.63)	77.23
TOTAL FUND EXPENDITURE	**31,184.49**	**36,882.00**	**5,697.51**	**28,973.30**
FUND SURPLUS (DEFICIT)	**3,075.51**	**(882.00)**	**3,957.51**	**6,266.70**

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

Administrative Fund Statement of Assets & Liabilities

COMMUNITY CORP.21440 INC
22-30 Symonds Place & Veale Lane ADELAIDE SA 5000
30 June 2026
Printed 11/08/26 13:08

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward	13,629.39	7,362.69
Surplus/(Deficit) For Period	3,075.51	6,266.70
TOTAL FUNDS	**16,704.90**	**13,629.39**
ASSETS		
Cash at Bank (MBL)	16,871.28	13,695.73
TOTAL ASSETS	**16,871.28**	**13,695.73**
LIABILITIES		
Unallocated Advances	166.38	66.34
TOTAL LIABILITIES	**166.38**	**66.34**
NET ASSETS	**16,704.90**	**13,629.39**

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

Sinking Fund Statement of Income & Expenditure

COMMUNITY CORP.21440 INC
22-30 Symonds Place & Veale Lane ADELAIDE SA 5000
1 July 2025 to 30 June 2026
Printed 11/08/26 13:08

	YTD Actual	YTD Budget	Variance	Last Year
FUND INCOME				
Contributions	2,488.00	2,600.00	(112.00)	2,719.00
TOTAL FUND INCOME	**2,488.00**	**2,600.00**	**(112.00)**	**2,719.00**
FUND EXPENDITURE				
Grounds	0.00	0.00	0.00	6,984.00
Security gates	0.00	0.00	0.00	2,454.00
TOTAL FUND EXPENDITURE	**0.00**	**0.00**	**0.00**	**9,438.00**
FUND SURPLUS (DEFICIT)	**2,488.00**	**2,600.00**	**(112.00)**	**(6,719.00)**

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

Sinking Fund Statement of Assets & Liabilities

COMMUNITY CORP.21440 INC
22-30 Symonds Place & Veale Lane ADELAIDE SA 5000
30 June 2026
Printed 11/08/26 13:08

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward	25,842.36	32,561.36
Surplus/(Deficit) For Period	2,488.00	(6,719.00)
TOTAL FUNDS	**28,330.36**	**25,842.36**
ASSETS		
Cash at Bank (MBL)	28,330.36	25,842.36
TOTAL ASSETS	**28,330.36**	**25,842.36**
LIABILITIES		
TOTAL LIABILITIES	**0.00**	**0.00**
NET ASSETS	**28,330.36**	**25,842.36**

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

Consolidated Statement of Assets & Liabilities

COMMUNITY CORP.21440 INC
22-30 Symonds Place & Veale Lane ADELAIDE SA 5000
30 June 2026
Printed 11/08/26 13:08

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward	39,471.75	39,924.05
Surplus/(Deficit) For Period	5,563.51	(452.30)
TOTAL FUNDS	**45,035.26**	**39,471.75**
ASSETS		
Cash at Bank (MBL)	45,201.64	39,538.09
TOTAL ASSETS	**45,201.64**	**39,538.09**
LIABILITIES		
Unallocated Advances	166.38	66.34
TOTAL LIABILITIES	**166.38**	**66.34**
NET ASSETS	**45,035.26**	**39,471.75**

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

Investments Nil

The following balances relate to amounts received or owing as at 30/06/2026

Receivables - Owner Arrears Nil

Debtors Nil

Allocated Advance Payments

Unit/Lot Details	Admin Contributions	Sinking Contributions	Total
00001	441.00	32.00	473.00
00006	441.00	32.00	473.00
00009	441.00	32.00	473.00
00014	534.00	39.00	573.00
00017	441.00	32.00	473.00
Totals	**2,298.00**	**167.00**	**2,465.00**

Outstanding Creditors Nil

Unallocated Advance Payments

Unit/Lot Details	Admin
00006	166.38-
Totals	**166.38-**

Remuneration
Commissions received by Whittles are disclosed in the Services Agreement between the Body Corporate and Whittles
Commissions received by Whittles for the financial year of the body corporate: $1,957.68

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Basis of Preparation

The Body Corporate agent has prepared the financial statements on the basis that the Body Corporate is a non-reporting entity because there are no users dependent on general purpose financial statements. These financial statements are therefore special purpose financial statements that have been prepared to meet the information needs of members.

The financial statements have been prepared in accordance with the significant accounting policies disclosed below, which the Body Corporate agent has determined are appropriate to meet the purposes of preparation. Such accounting policies are consistent with the prior period unless otherwise stated.

Basis of Accounting

The financial statements have been prepared on a cash basis where income is recorded when received and expenditure is recorded when paid and are based on historical costs.

Cash and cash equivalents

Cash and cash equivalents comprise deposits held on call with banks and other short-term highly liquid investments which are readily convertible to known amounts of cash and which are subject to an insignificant risk of change in value.

Goods and Services Tax

Income, expenditure and assets of the Corporation are recognised net of the amount of Goods and Services Tax (GST), except where the GST incurred is not recoverable from the Australian Taxation Office (ATO).

The net amount of GST payable to, or recoverable from, the ATO represents the unpaid portion of the aggregate of GST on income received and expenditure paid and is presented as the GST Control Account on the Statement of Assets and Liabilities.

Income Tax

Income tax is the tax payable on taxable income calculated using applicable income tax rates enacted, or substantially enacted, during the financial year.

Only the non-member income of the Corporation is assessable for income tax purposes, as member income is excluded under the principle of mutuality.

The income tax expense recorded in the Statement of Income and Expenditure represent amounts that have been paid to, or recovered from, the ATO.

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

MGI Assurance (SA) Pty Ltd
ABN 31 118 195 547
212 Greenhill Road, Eastwood 5063
PO Box 96, Fullarton SA 5063
Tel: 08 8299 8888
Fax: 08 8373 1451
Website: www.mgiadelaide.com.au

INDEPENDENT AUDITOR'S REPORT
TO THE MEMBERS OF COMMUNITY CORPORATION 21440 INC

Report on the Audit of the Financial Report

Opinion

We have audited the accompanying financial report, being a special purpose financial report, of COMMUNITY CORPORATION 21440 INC, which comprises the Statements of Assets and Liabilities as at 30 June 2026 and the Admin Fund and Sinking Fund Income and Expenditure Statements for the year then ended. The financial report has been prepared in accordance with the cash basis of accounting as described in the summary of significant accounting policies. No assets or liabilities are recorded other than cash and bank balances.

In our opinion, the financial report presents fairly, in all material respects, the financial position of COMMUNITY CORPORATION 21440 INC as at 30 June 2026, and of its financial performance for the year then ended in accordance with the accounting policies described in the summary of significant accounting policies and the *Community Titles Act 1996 (SA)*

Basis for Opinion

We conducted our audit in accordance with Australian Auditing Standards. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Report* section of our report. We are independent of the entity in accordance with the ethical requirements of the Accounting Professional and Ethical Standards Board's APES 110 *Code of Ethics for Professional Accountants* (the Code) that are relevant to our audit of the financial report in Australia. We have also fulfilled our other ethical responsibilities in accordance with the Code.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Emphasis of Matter - Basis of Accounting

Without modifying our opinion, we draw attention to the basis of accounting, which is the cash basis of accounting. The financial report is prepared to provide information to the MEMBERS of COMMUNITY CORPORATION 21440 INC and, as a result, the financial report may not be suitable for another purpose. Our opinion is not modified in respect of this matter.

Responsibility of Management for the Financial Report

Management is responsible for the preparation of the financial report that gives a true and fair view and have determined that the cash basis of accounting is appropriate to meet the needs of members. Management's responsibility also includes such internal control as management determines is necessary to enable the preparation of a financial report that gives a true and fair view and is free from material misstatement, whether due to fraud or error.

MGI refers to one or more of the independent member firms of the MGI international alliance of independent auditing, accounting and consulting firms. Each MGI firm in Australasia is a separate legal entity and has no liability for another Australasian or international member's acts or omissions. MGI is a brand name for the MGI Australasian network and for each of the MGI member firms worldwide. Liability limited by a scheme approved under Professional Standards Legislation.

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

MGI Assurance (SA) Pty Ltd
ABN 31 118 195 547
212 Greenhill Road, Eastwood 5063
PO Box 96, Fullarton SA 5063
Tel: 08 8299 8888
Fax: 08 8373 1451
Website: www.mgiadelaide.com.au

INDEPENDENT AUDITOR'S REPORT
TO THE MEMBERS OF COMMUNITY CORPORATION 21440 INC

In preparing the financial report, management are responsible for assessing the entity's ability to continue as a going concern, disclosing, as applicable, matters relating to going concern and using the going concern basis of accounting unless management either intend to liquidate the entity or to cease operations, or have no realistic alternative but to do so.

Management is responsible for overseeing the entity's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Report

Our objectives are to obtain reasonable assurance about whether the financial report as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with the Australian Auditing Standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of the financial report.

A further description of our responsibilities for the audit of the financial report is located at the Auditing and Assurance Standards Board website at:

https://www.auasb.gov.au/auditors_responsibilities/ar4.pdf

This description forms part of our auditor's report.

MGI Assurance (SA) Pty Ltd
Chartered Accountants

Clayton Lawrence
Director

Eastwood, South Australia
17 August 2026

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Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

Whittles

Better communities.
The Whittles way.

176 Fullarton Road
Dulwich SA 5065

08 8291 2300
whittles.com.au

Whittles Management
Services Pty Ltd atf
Whittles Strata Unit Trust
ABN 31 493 603 726

14 September 2026

Dear Corporation Member

Please find enclosed a copy of the Minutes of the recent Annual General Meeting for:

COMMUNITY CORP.21440 INC 22-30 Symonds Place & Veale Lane, ADELAIDE, SA, 5000.

Management and staff appreciate your confidence in appointing Whittles as your Body Corporate Managers for the coming year, and assure you of our diligent and professional attention to the Corporation's affairs.

For your information, we have forwarded to your Presiding Officer our standard form of contract for execution on the Corporation's behalf which is to be returned to this office for keeping with the Corporation's files.

Should you have any queries or require attention, please do not hesitate to contact the undersigned.

Yours faithfully

Mark Sorgini
Body Corporate Manager

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

Whittles Better communities. The Whittles way.

Minutes of the Annual General Meeting
COMMUNITY CORP.21440 INC

Meeting Date	Thursday, 10 September 2026		
Meeting Location	Via MS Teams		
Time	05:30 PM	Closed: 06:30 PM	
Lots Represented	00002	J M V Konkelenberg	Owner present (pre-voted)
	00005	J & J Laibach	Owner present
	00006	Mr C Ude	Owner present
	00008	M J Draper	Owner present
	00009	Mr M J & Mrs M J Moloney	Electronic vote
	00010	C Sharman & I Lovering	Electronic vote
	00011	K Tinkler & P Kulas ta KWTPPK Pty Ltd atf The Dunrobin Trust	Electronic vote
	00012	Mr J B & Mrs C A Gipson	Proxy Name: Whittles
	00015	Mr D R Buczko	Owner present
	00016	Mr M Corsini	Proxy Name: Whittles
	00017	S L Ching	Electronic vote
	00019	Mr B J Francis	Owner present
Chairperson	M J Draper presided over the meeting. It was agreed that Mark Sorgini, Body Corporate Manager, would assist by conducting the meeting.		
Additional Attendees	Mark Sorgini representing Whittles Management Services Pty Ltd		
Quorum	The Body Corporate Manager declared a quorum was present (in person or by proxy).		

Item 1		
Declaration of Interest		
All owners or their nominees are reminded that they are required to advise the meeting if they have any direct or indirect pecuniary interest in any matter to be considered by the meeting. Whittles refers all members to the agreement for disclosure of all its relevant interests.		

Motion 2		
Acceptance of Minutes	**Ordinary Resolution**	
It was resolved that in accordance with the provisions of s81(5)(b) of the *Community Titles Act 1996*, the minutes of the Reconvened Annual General Meeting held on 25 SEP 2025 and sent to owners be accepted as a true and correct record of the proceedings of that meeting.		
Motion CARRIED.		

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Motion 3		
Acceptance of Statement of Accounts	**Ordinary Resolution**	
It was resolved that in accordance with the provisions of s81(5) (d) of the *Community Titles Act 1996* (amended), the audited Statement of Accounts for the financial year ending 30 JUN 2026, which have been circulated to all members, were accepted.		
Motion CARRIED.		

Motion 4		
Appointment of Manager	**Ordinary Resolution**	
It was resolved that the Body Corporate under s76(9) of the *Community Titles Act 1996*: i. appoint Whittles Management Services Pty Ltd as its Manager to supply Services, ii. make the appointment for a Term of twelve (12) months, being from the 1 JUL 2026 to 30 JUN 2027 and that upon expiry of the Term this agreement will continue on a month to month basis until the next Annual General Meeting or until delegation is revoked, iii. authorise limited powers to Whittles Management Services Pty Ltd, iv. agree to pay Service Fees to Whittles Management Services Pty Ltd, v. acknowledge the Disclosures by Whittles Management Services Pty Ltd and vi. execute the Services Agreement that specifies the details of the terms and conditions of the appointment, with Whittles Management Services Pty Ltd. We have updated our Services Agreement to provide greater clarity and transparency around our role and responsibilities. Changes have been made across services provided, delegated powers, disclosures, liability, and definitions. A full copy of the updated agreement is available via your owner portal, and we encourage all owners to review it.		
Motion CARRIED.		

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Election of Office Bearers and Committee
THAT in accordance with s76(1) & 90(1) of the *Community Titles Act 1996*, the meeting appointed the following Office Bearers and Committee Members. By accepting nomination and election to the committee, members agree to share all contact information with other elected committee members to facilitate efficient communication regarding Body Corporate matters. This consent will remain valid for the duration of their term on the committee. Limitations Imposed The Body Corporate Manager advises that the Management Committee and Officers of the Body Corporate do not have powers to resolve matters subject to special or unanimous resolutions. Committee Meetings should be conducted in accordance with s91 to 99 of the *Community Titles Act 1996*. An agenda should be forwarded to all committee members and decisions at the meeting minuted, copies of which are to be placed with the Body Corporate records.

Election of Presiding Officer
M J Draper has been elected unopposed as Presiding Officer.

Withdrawn Nominees	
Lot 12 - Mr J B Gipson	

Election of Secretary
Mr B J Francis has been elected unopposed as Secretary.

Withdrawn Nominees	
Lot 12 - Mrs C A Gipson	

Election of Treasurer
Lot 20 - Ms A L Lumsden has been elected unopposed as Treasurer.

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Item 6		
Accredited Contractors (Advice)		
Owners are advised that to ensure compliance with work health and safety requirements to protect both contractors and Body Corporates, Whittles only engage accredited contractors who comply with state and territory legislation. If the Body Corporate decides, by act or omission to engage a contractor who is not accredited with Whittles, the Body Corporate acts as the Person Conducting a Business or Undertaking, in regard to the common property for the purposes of occupational health and safety legislation. This means, that if the contractor engaged by the Body Corporate does not have the necessary accreditation, an injured party may seek damages from the Body Corporate. The Corporate Manager will only request quotations from, and instruct works to be undertaken on behalf of the Body Corporate, by accredited contractors. However, non-accredited contractor invoices will be processed for payment only when instructed to do so by the Body Corporate Chairperson or a person authorised by the Body Corporate to do so.		

Item 7		
Annual Compliance Register (Advice)		
Owners are advised that the *Work Health and Safety Act 2012,* recognises that a Body Corporate's common property is a workplace, as such the Body Corporate is responsible for ensuring the workplace is free from hazard, as far as reasonably practicable. Whittles has established a register to ensure owners are fully aware of their legislative and reporting requirements for the Body Corporate. Many different areas are subject to annual compliance and the Body Corporate Manager may review at the meeting all Body Corporate obligations and where necessary, update any compliance reports required to be held on file. All legislative compliance reports will be reviewed promptly as required and any maintenance attended to in accordance with Australian Standards or Industry best practice using qualified and reputable practitioners. To ensure that the Body Corporate obligations are met and maintained during the year, the Compliance Register will be updated throughout the year.		

Item 8		
Utility Supplies Review (Advice)		
Owners are advised that Whittles Standard Service Agreements include an annual review of common property utility supplies. This will be undertaken by Strata Utility Networks Australia Pty Ltd (if your building is eligible). They will implement any changes without charge where there is a benefit for the Body Corporate.		

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Motion 9				
Primary Duty of Care / Common Property / Safety Report	**Ordinary Resolution**			
The Body Corporate has a Duty of Care to ensure the common area is in a safe condition for occupants, visitors and workers. A comprehensive professional report was performed in 10/18 and is available for viewing at whittles.com.au through your owner portal. THAT in accordance with *SA Work Health & Safety Act 2012 and or SA Civil Liability Act 1936*, Whittles recommends a suitably qualified person/s be instructed to carry out an inspection of the common property at an estimated cost of $600.00 and provide a detailed report of any hazard that could potentially be deemed a risk to the Body Corporate and risk of harm to occupants, visitors and workers.				
Motion DEFEATED.				
Votes	Yes: 4	No: 6	Abs: 2	Inv: 0
There was general agreement among the owners present that the common property remains relatively unchanged and that there are few matters likely to present a new safety hazard. Accordingly, it was considered appropriate to undertake an updated safety audit at the 10-year mark in 2028. However, as some owners who were not present had indicated their support for an earlier safety audit, it was agreed that the matter would be reconsidered in 2027.				

Item 10		
Current Insurance Details (Advice)		
A copy of the Body Corporate's current certificate of currency/insurance was attached to the meeting notice and is also available for viewing at whittles.com.au through your owner portal.		

Item 11		
Insurance Valuation (Advice)		
A comprehensive professional valuation for insurance purposes performed in 08/23 recommended insurance cover of $9,925,000 and is available for viewing at whittles.com.au through your owner portal. It was noted that it has been three years since the last valuation and that the cost to obtain an updated valuation would be approximately $500. Accordingly, it was resolved by a majority of the owners present to obtain an updated valuation.		

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Motion 12		
Insurance Renewal	**Ordinary Resolution**	

It was resolved that the Body Corporate Manager is to arrange quotes and renewal of the Body Corporate's insurance for a sum insured, which is currently $9,925,000, with the Authorised Representative of MGA Insurance Brokers Pty Ltd, who have an association with Whittles. A Financial Services Guide is available on request.

Note: The insurer has advised that an automatic building sum insured indexation adjustment of 5% may be applied to all renewing policies from 1 August 2026. This adjustment is intended to help reduce the risk of underinsurance and ensure that insured values more accurately reflect current construction, labour and rebuilding costs. Owners should be aware that this indexation may result in an increase to the building's insured value and associated insurance premium.

Whilst annual indexation assists in maintaining adequate levels of cover between valuations, it should not be relied upon as a substitute for a professional insurance valuation. To ensure the building remains appropriately insured, formal replacement cost valuations should be obtained at least every three (3) years, or more frequently if significant building works, market changes or other circumstances warrant a review.

Owners are reminded that where repairs are carried out under insurance and the repairs benefit a particular lot, the lot owner may be responsible for the payment of any excess subject to any explicit instructions to the contrary by the Body Corporate.

Whittles recommends consideration be given to the following additional cover options if not already included in the policy; office bearers liability, flood or catastrophe, electrical surge, loss of rent and machinery breakdown.

Contents Insurance
The Body Corporate Manager advises members of the necessity for them to arrange individually for adequate insurance for contents of their lots, inclusive of carpets, drapes, light fittings, etc., whether or not the lot is occupied by the lot owner or tenant, and it was noted that the Body Corporate's Legal Liability cover applied primarily to common property and that lot owners should be separately insured for cover in relation to their own premises.

Motion CARRIED.

13 General Business

Item 13.1

Water Collecting in the Council area adjacent Corporation		

The Presiding Officer advised that he had noticed that during heavy rains, water has been ponding on Council land near the park bench and pathway to the Eastern end of the complex. It was agreed that the Presiding Officer send a copy of the photo the Presiding Officer has to the Manager to raise with Council.

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Motion 14				
Administrative Fund Budget	**Ordinary Resolution**			
It was resolved that in accordance with s81(5)(d) (iii) of the *Community Titles Act 1996*, the attached Administrative Fund budget be approved and adopted. Contributions reflected in this budget are an increase from the previous budget with quarterly contributions for the Corporation of $9,200.00 for the financial year ending 30 JUN 2027. This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners during the year. Contributions will be raised in accordance with Lot Entitlement Values.				
Motion CARRIED.				
Votes	Yes: 7	No: 2	Abs: 3	Inv: 0

Motion 15		
Sinking Fund Budget	**Ordinary Resolution**	
It was resolved that in accordance with s116 of the *Community Titles Act 1996*, the attached Sinking Fund budget be approved and adopted. Contributions reflected in this budget are the same as the previous budget with quarterly contributions for the Corporation of $650.00 for the financial year ending 30 JUN 2027. This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners during the year. Contributions will be raised in accordance with Lot Entitlement Values.		
Motion CARRIED.		

Motion 16		
Insufficient Funds Special Levy Authority	**Ordinary Resolution**	
It was resolved that should there be insufficient funds in the Administration Account of the Body Corporate to meet the payment of the premium for insurance, rates and taxes or other like expenses as and when those expenses become due for payment and which if unpaid would expose the Body Corporate to risk or the imposition of fines or other sanctions, then, and only then, the Body Corporate Manager is authorised, but in consultation with the Presiding Officer and/or Management Committee, to raise a special levy to meet the shortfall required to ensure payment of the relevant expense provided that the amount of the special levy so raised is to be in accordance with Lot Entitlement Values and must not exceed the sum of $20,000.00. If the maximum levy amount is insufficient to meet the relevant expense or expenses, then any additional special levy necessary to meet such expense must be authorised by the Body Corporate at a duly convened General Meeting of owners.		
Motion CARRIED.		

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Motion 17		
Interest Charged on Overdue Contributions/Levies	**Ordinary Resolution**	
It was resolved that in accordance with the provisions of s114 (4) of the *Community Titles Act 1996*, the Body Corporate will apply arrears interest of 15% per annum calculated daily, if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 30 days of the due date. The Presiding Officer and/or Management Committee is authorised to waive penalty interest charges in extenuating circumstances at their discretion.		
Motion CARRIED.		

Motion 18		
Recovery of Overdue Contributions/Levies	**Ordinary Resolution**	
It was resolved that in accordance with s114 (7) of the *Community Titles Act 1996*, Whittles is authorised to take all necessary action, without the need for further authority, including instructing a debt recovery company to initiate legal proceedings against owners on behalf of COMMUNITY CORP.21440 INC when they are in arrears to recover overdue contributions and levies, penalties and recovery costs incurred. Whittles charge the debtor for the issue of a first arrears notice if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 27 days of the due date. (27 days or more overdue), and when issuing instructions to the debt recovery company. Fees charged by third party providers will be recovered from the debtor at cost per invoice. Owners are advised of the following debt recovery process: 1. Owners are issued their contribution notice approximately 3 weeks before the due date. 2. If this is not paid by the due date owners are issued a reminder notice approximately 14 days after the due date. 3. Once 27 days or more overdue, a final notice is issued to the owner incurring a $44.00 fee. Payment is to be made in full within 21 days from date of issue. 4. Interest starts accumulating on the overdue amounts approximately 5 days after the final notice is issued. 5. Once the 21 days has expired, the account will be referred to debt collection, which will incur a Whittles administration fee and an establishment fee from the debt collection agency.		
Motion CARRIED.		

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Item 19		
Next Meeting & Closure		
There was general agreement that next year's meeting should be held out of business hours via video conference on a date to be determined. The Body Corporate Manager is to set the meeting and forward the appropriate notices to all owners.		

Owners can update their personal details anytime via the **Whittles Owner Portal** at www.whittles.com.au

- Log in using your primary registered email address or mobile number.

For faster delivery, we recommend receiving all correspondence and account notices via email.

Whittles operates a 24/7 emergency maintenance line. For after-hours emergencies, call 1300 778 886.

If you have another property you'd like Whittles to manage, please let your manager know, or request a quote on our website.

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BUDGET

COMMUNITY CORP.21440 INC
22-30 SYMONDS PLACE &, VEALE LANE, ADELAIDE

Year ending June 2027

ADMINISTRATIVE FUND

	Jul-Sept 26	Oct-Dec 26	Jan-Mar 27	Apr-Jun 27	Annual Total
INCOME (inc-GST)					
11500 - Contributions	*9,000.00*	*9,200.00*	*9,200.00*	*9,200.00*	***$36,600.00***
11500 - Arrears	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
11500 - Advances	*-2,298.00*	*-0.00*	*-0.00*	*-0.00*	***-$2,298.00***
Total	***6,702.00***	***9,200.00***	***9,200.00***	***9,200.00***	***$34,302.00***
EXPENDITURE (inc-GST)					
23600 - Audit prep. incl of auditor fee	*330.00*	*0.00*	*0.00*	*0.00*	***$330.00***
29000 - Common property	*75.00*	*75.00*	*75.00*	*75.00*	***$300.00***
35500 - Electrical	*130.00*	*130.00*	*130.00*	*130.00*	***$520.00***
42500 - Grounds	*2,350.00*	*205.00*	*205.00*	*205.00*	***$2,965.00***
46005 - Insurance - Renewal	*0.00*	*0.00*	*22,894.00*	*0.00*	***$22,894.00***
48000 - Keys & Fobs	*27.00*	*27.00*	*27.00*	*27.00*	***$108.00***
21000 - Management - Additional services fee	*174.00*	*174.00*	*174.00*	*174.00*	***$696.00***
22300 - Management - Agreed Services	*1,370.00*	*1,370.00*	*1,370.00*	*1,370.00*	***$5,480.00***
52600 - Management - Asset Maintenance Services	*100.00*	*100.00*	*100.00*	*100.00*	***$400.00***
29200 - Management - Disbursement Fees	*355.00*	*355.00*	*355.00*	*355.00*	***$1,420.00***
54005 - Meter reading fee - Water	*0.00*	*1,460.00*	*0.00*	*0.00*	***$1,460.00***
60000 - Plumbing	*150.00*	*150.00*	*150.00*	*150.00*	***$600.00***
74010 - Public Officer Fee	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
66017 - Reports - Primary Duty of Care	*0.00*	*600.00*	*0.00*	*0.00*	***$600.00***
66005 - Reports - Sinking fund analysis	*900.00*	*0.00*	*0.00*	*0.00*	***$900.00***
69001 - Security gates - Repairs	*180.00*	*180.00*	*180.00*	*180.00*	***$720.00***
29201 - Technology and System Fees	*99.00*	*99.00*	*99.00*	*99.00*	***$396.00***
77004 - Utilities - Water	*49.00*	*49.00*	*49.00*	*49.00*	***$196.00***
Total	***6,289.00***	***4,974.00***	***25,808.00***	***2,914.00***	***$39,985.00***

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SINKING FUND

	Jul-Sept 26	Oct-Dec 26	Jan-Mar 27	Apr-Jun 27	Annual Total
INCOME (inc-GST)					
11500 - Contributions	*650.00*	*650.00*	*650.00*	*650.00*	***$2,600.00***
11500 - Arrears	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
11500 - Advances	*-167.00*	*-0.00*	*-0.00*	*-0.00*	***-$167.00***
Total	***483.00***	***650.00***	***650.00***	***650.00***	***$2,433.00***

CASH FLOW SUMMARY

	Jul-Sept 26	Oct-Dec 26	Jan-Mar 27	Apr-Jun 27	Annual Total
ADMINISTRATIVE FUND					
Opening Balance	*16,704.90*	*17,117.90*	*21,343.90*	*4,735.90*	***$16,704.90***
Add: Contributions	*9,000.00*	*9,200.00*	*9,200.00*	*9,200.00*	***$36,600.00***
Add: Arrears	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Minus: Advances	*2,298.00*	*0.00*	*0.00*	*0.00*	***$2,298.00***
Minus: Expenditures	*6,289.00*	*4,974.00*	*25,808.00*	*2,914.00*	***$39,985.00***
CLOSING BALANCE	*17,117.90*	*21,343.90*	*4,735.90*	*11,021.90*	***$11,021.90***
SINKING FUND					
Opening Balance	*28,330.36*	*28,813.36*	*29,463.36*	*30,113.36*	***$28,330.36***
Add: Contributions	*650.00*	*650.00*	*650.00*	*650.00*	***$2,600.00***
Add: Arrears	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Minus: Advances	*167.00*	*0.00*	*0.00*	*0.00*	***$167.00***
Minus: Expenditures	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
CLOSING BALANCE	*28,813.36*	*29,463.36*	*30,113.36*	*30,763.36*	***$30,763.36***

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CALCULATION OF CONTRIBUTIONS

Total Lot Entitlement 1940
Number of Lots 20

	— Effective from 15/10/26 —		— Effective from 15/10/26 —	
Lot Number	**LEV**	**ADMIN Fund**	**LEV**	**SINKING Fund**
1	95	**$451**	95	**$32**
2	95	**$451**	95	**$32**
3	95	**$451**	95	**$32**
4	95	**$451**	95	**$32**
5	95	**$451**	95	**$32**
6	95	**$451**	95	**$32**
7	95	**$451**	95	**$32**
8	95	**$451**	95	**$32**
9	95	**$451**	95	**$32**
10	95	**$451**	95	**$32**
11	95	**$451**	95	**$32**
12	95	**$451**	95	**$32**
13	115	**$545**	115	**$39**
14	115	**$545**	115	**$39**
15	95	**$451**	95	**$32**
16	95	**$451**	95	**$32**
17	95	**$451**	95	**$32**
18	95	**$451**	95	**$32**
19	95	**$451**	95	**$32**
20	95	**$451**	95	**$32**
QUARTERLY TOTAL		***$9,208.00***		***$654.00***

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ACCOUNT NOTES

21000 - Management - Additional services fee	Additional Services Additional services are defined as time related expenses that do not form part of the Agreed Services. Daytime Annual General Meeting Fee is included in Agreed Services. Charges are applied for additional meetings and for travel where meetings are not held at Whittles, out of hours, or if reconvened, and include additional disbursements and are charged upon consumption.
22300 - Management - Agreed Services	Agreed Services Includes standard Body Corporate Management, including daytime Annual General Meeting (convened at Whittles), responding to queries, preparation of correspondence, collection of monies and payment of bills as per Schedule A of the Services Agreement.
29200 - Management - Disbursement Fees	Disbursement Fees This fixed fee includes access to the Web Owner Portal, data management of software systems, document storage, stationery, printing, photocopying, issuing levy notices, electronic record management, DocuSign, SMS facility and Video and Teleconferencing facilities as per Schedule B of the Services Agreement.
29201 - Technology and System Fees	Technology & System Fees This fixed fee includes registration and upload of Body Corporate information into operating system, establishment of user licenses for owners to access & connect to database, cyber technology & security defence layers including data security defence systems and access to online voting as per Schedule B of the Services Agreement.
52600 - Management - Asset Maintenance Services	Asset Maintenance Services Fixed Maintenance Charges as per Schedule C of Services Agreement includes 24/7 emergency maintenance service; register for Building Risk and Safety Reports, register for Contracts, leases and Licenses; maintenance of Contractor Registration Service which ensures only contractors that agree to comply with safe working procedures with appropriate ABN, public liability and licenses are engaged.

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Whittles

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176 Fullarton Road
Dulwich SA 5065

08 8291 2300
whittles.com.au

Whittles Management
Services Pty Ltd atf
Whittles Strata Unit Trust
ABN 31 493 603 726

25 September 2025

Dear Corporation Member

Please find enclosed a copy of the Minutes of the recent Reconvened Annual General Meeting for:

COMMUNITY CORP.21440 INC 22-30 Symonds Place & Veale Lane, ADELAIDE, SA, 5000.

Management and staff appreciate your confidence in appointing Whittles as your Body Corporate Managers for the coming year and assure you of our diligent and professional attention to the Corporation’s affairs.

For your information, we have forwarded to your Presiding Officer our standard form of contract for execution on the Corporation's behalf which is to be returned to this office for keeping with the Corporation's files.

Should you have any queries or require attention, please do not hesitate to contact the undersigned.

Yours faithfully

Mark Sorgini
Body Corporate Manager

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Minutes of the Adjourned Annual General Meeting
COMMUNITY CORP.21440 INC

Meeting Date	Thursday, 25 September 2025		
Meeting Location	Via MS Teams		
Time	12:00 PM		Closed: 12:30 PM
Lots Represented	00003	J Ma & J Zhang	Electronic vote
	00006	Mr C Ude	Proxy Name: Whittles
	00008	M J Draper	Electronic vote
	00009	Mr M J & Mrs M J Moloney	Electronic vote
	00011	K Tinkler & P Kulas ta KWTPPK Pty Ltd atf The Dunrobin Trust	Electronic vote
	00012	Mr J B & Mrs C A Gipson	Electronic vote
	00013	Z Zhuang	Owner present
	00016	Mr M Corsini	Proxy Name: Whittles
	00017	S L Ching	Electronic vote
	00019	Mr B J Francis & Ms A J Mclennan	Electronic vote
Chairperson	It was agreed that Mark Sorgini, Body Corporate Manager, would assist by conducting the meeting.		
Additional Attendees	Mark Sorgini representing Whittles Management Services Pty Ltd		
Quorum	The Body Corporate Manager declared that, in accordance with the adjourned meeting provisions of the *Community Titles Act 1996*, a quorum was in attendance..		

Motions Resolved at the Reconvened Meeting (25 September 2025)

Item 1		
Declaration of Interest		
All owners or their nominees, are reminded that they are required to advise the meeting if they have any direct or indirect pecuniary interest in any matter to be considered by the meeting. Whittles refers all members to the agreement for disclosure of all its relevant interests.		

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Motion 2		
Acceptance of Minutes	**Ordinary Resolution**	
It was resolved that in accordance with the provisions of s81(5)(b) of the *Community Titles Act 1996*, the minutes of the Annual General Meeting held on 17 SEP 2026 and sent to owners were accepted as a true and correct record of the proceedings of that meeting.		
Motion CARRIED.		

Motion 3		
Acceptance of Statement of Accounts	**Ordinary Resolution**	
It was resolved that in accordance with the provisions of s81(5) (d) of the *Community Titles Act 1996* (amended), the audited Statement of Accounts for the financial year ending 30 JUN 2025, which have been circulated to all members, were accepted.		
Motion CARRIED.		

Motion 4		
Appointment of Manager	**Ordinary Resolution**	
It was resolved that the Body Corporate under s76(9) of the *Community Titles Act 1996*: i. appoint Whittles Management Services Pty Ltd as its Manager to supply Services, ii. make the appointment for a Term of twelve (12) months, being from the 1 JUL 2025 to 30 JUN 2026 and that upon expiry of the Term this agreement will continue on a month-to-month basis until the next Annual General Meeting or until delegation is revoked, iii. authorise limited powers to Whittles Management Services Pty Ltd, iv. agree to pay Service Fees to Whittles Management Services Pty Ltd, v. acknowledge the Disclosures by Whittles Management Services Pty Ltd and vi. execute the Services Agreement that specifies the details of the terms and conditions of the appointment, with Whittles Management Services Pty Ltd. The Services Agreement is available for viewing at whittles.com.au through your owner portal.		
Motion CARRIED.		

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Election of Office Bearers and Committee
THAT in accordance with s76(1) & 90(1) of the *Community Titles Act* 1996, the meeting appointed the following Office Bearers and Committee Members. By accepting nomination and election to the committee, members agree to share all contact information with other elected committee members to facilitate efficient communication regarding Body Corporate matters. This consent will remain valid for the duration of their term on the committee. Limitations Imposed The Body Corporate Manager advises that the Management Committee and Officers of the Body Corporate do not have powers to resolve matters subject to special or unanimous resolutions. Committee Meetings should be conducted in accordance with s91 to 99 of the *Community Titles Act* 1996. An agenda should be forwarded to all committee members and decisions at the meeting minuted, copies of which are to be placed with the Body Corporate records.

Election of Presiding Officer
Lot 12 - Mr J B Gipson has been elected unopposed as Presiding Officer.

Election of Secretary
Lot 12 - Mrs C A Gipson has been elected unopposed as Secretary.

Election of Treasurer
Lot 20 - Ms A L Lumsden has been elected unopposed as Treasurer.

Item 6		
Accredited Contractors (Advice)		
Owners are advised that to ensure compliance with work health and safety requirements to protect both contractors and Body Corporates, Whittles only engage accredited contractors who comply with state and territory legislation. If the Body Corporate decides, by act or omission to engage a contractor who is not accredited with Whittles, the Body Corporate acts as the Person Conducting a Business or Undertaking, in regard to the common property for the purposes of occupational health and safety legislation. This means, that if the contractor engaged by the Body Corporate does not have the necessary accreditation, an injured party may seek damages from the Body Corporate. The Corporate Manager will only request quotations from and instruct works to be undertaken on behalf of the Body Corporate, by accredited contractors. However, non-accredited contractor's invoices will be processed for payment only when instructed to do so by the Body Corporate Chairperson or a person authorised by the Body Corporate to do so.		

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Item 7		
Annual Compliance Register (Advice)		

Owners are advised that the *Work Health and Safety Act 2012,* recognises that a Body Corporate's common property is a workplace, as such the Body Corporate is responsible for ensuring the workplace is free from hazard, as far as reasonably practicable. Whittles has established a register to ensure owners are fully aware of their legislative and reporting requirements for the Body Corporate. Many different areas are subject to annual compliance and the Body Corporate Manager may review at the meeting all Body Corporate obligations and where necessary, update any compliance reports required to be held on file.

All legislative compliance reports will be reviewed promptly as required and any maintenance attended to in accordance with Australian Standards or Industry best practice using qualified and reputable practitioners. To ensure that the Body Corporate obligations are met and maintained during the year, the Compliance Register will be updated throughout the year.

Item 8		
Utility Supplies Review (Advice)		

Owners are advised that Whittles Standard Service Agreements include an annual review of common property utility supplies. This will be undertaken by Strata Utility Networks Australia Pty Ltd (if your building is eligible). They will implement any changes without charge where there is a benefit for the Body Corporate.

Motion 9				
Sinking Fund Forecast	**Ordinary Resolution**			

It was resolved that a suitably qualified contractor be instructed to inspect the property and prepare an updated projection at an estimated cost of $900.00.

The *Statutes Amendment (Community and Strata Titles) Act 2012*, requires that all Strata and Community Body Corporates other than small groups (6 or less) prepare a forward budget for maintenance and capital works. This forward budget must be tabled at each Annual General Meeting and new information must be presented for consideration no less than every three (3) years for Corporations consisting of 7-20 lots and five (5) years for Corporations consisting of more than 20 lots.

A comprehensive professional report was performed in 09/20 and is available for viewing at whittles.com.au through your owner portal.

Motion CARRIED.				
Votes	Yes: 8	No: 1	Abs: 1	Inv: 0

Item 10		
Current Insurance Details (Advice)		

A copy of the Body Corporate's current certificate of currency/insurance was attached to the meeting notice and is also available for viewing at whittles.com.au through your owner portal.

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Item 11		
Insurance Valuation (Advice)		
A comprehensive professional valuation for insurance purposes performed in 08/23 recommended insurance cover of $9,925,000 and is available for viewing at whittles.com.au through your owner portal.		

Motion 12		
Insurance Renewal	**Ordinary Resolution**	
Motion CARRIED.		

General Business		
Item 13.1		
Vine Pruning		
The owner of Lot 13 advised that he would like to see the vine pruned on an annual basis, subject to growth, as he would not like to see it grow to be out of control.		

Motion 14		
Administrative Fund Budget	**Ordinary Resolution**	
It was resolved that in accordance with s81(5)(d) (iii) of the *Community Titles Act 1996*, the attached Administrative Fund budget be approved and adopted. Contributions reflected in this budget are the same as the previous budget with quarterly contributions for the Corporation of $9,000.00 for the financial year ending 30 JUN 2026. This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners during the year. Contributions will be raised in accordance with Lot Entitlement Values.		
Motion CARRIED.		

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Motion 15		
Sinking Fund Budget	**Ordinary Resolution**	
It was resolved that in accordance with s116 of the *Community Titles Act 1996*, the attached Sinking Fund budget be approved and adopted. Contributions reflected in this budget are the same as the previous budget with quarterly contributions for the Corporation of $650.00 for the financial year ending 30 JUN 2026. This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners during the year. Contributions will be raised in accordance with Lot Entitlement Values.		
Motion CARRIED.		

Motion 16		
Insufficient Funds Special Levy Authority	**Ordinary Resolution**	
It was resolved that should there be insufficient funds in the Administration Account of the Body Corporate to meet the payment of the premium for insurance, rates and taxes or other like expenses as and when those expenses become due for payment and which if unpaid would expose the Body Corporate to risk or the imposition of fines or other sanctions, then, and only then, the Body Corporate Manager is authorised, but in consultation with the Presiding Officer and/or Management Committee, to raise a special levy to meet the shortfall required to ensure payment of the relevant expense provided that the amount of the special levy so raised is to be in accordance with Lot Entitlement Values and must not exceed the sum of $20,000.00. If the maximum levy amount is insufficient to meet the relevant expense or expenses, then any additional special levy necessary to meet such expense must be authorised by the Body Corporate at a duly convened General Meeting of owners.		
Motion CARRIED.		

Motion 17		
Interest Charged on Overdue Contributions/Levies	**Ordinary Resolution**	
It was resolved that in accordance with the provisions of s114 (4) of the *Community Titles Act 1996*, the Body Corporate will apply arrears interest of 15% per annum calculated daily, if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 30 days of the due date. The Presiding Officer and/or Management Committee is authorised to waive penalty interest charges in extenuating circumstances at their discretion.		
Motion CARRIED.		

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Motion 18		
Recovery of Overdue Contributions/Levies	**Ordinary Resolution**	
It was resolved that in accordance with s114 (7) of the *Community Titles Act 1996*, Whittles is authorised to take all necessary action, without the need for further authority, including instructing a debt recovery company to initiate legal proceedings against owners on behalf of COMMUNITY CORP.21440 INC when they are in arrears to recover overdue contributions and levies, penalties and recovery costs incurred. Whittles charge the debtor for the issue of a first arrears notice if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 27 days of the due date. (27 days or more overdue), and when issuing instructions to the debt recovery company. Fees charged by third party providers will be recovered from the debtor at cost per invoice. Owners are advised of the following debt recovery process: 1. Owners are issued their contribution notice approximately 3 weeks before the due date. 2. If this is not paid by the due date owners are issued a reminder notice approximately 14 days after the due date. 3. Once 27 days or more overdue, a final notice is issued to the owner incurring a $44.00 fee. Payment is to be made in full within 21 days from date of issue. 4. Interest starts accumulating on the overdue amounts approximately 5 days after the final notice is issued. 5. Once the 21 days has expired, the account will be referred to debt collection, which will incur a Whittles administration fee and an establishment fee from the debt collection agency.		
Motion CARRIED.		

Item 19		
Next Meeting & Closure		
There was general agreement that next year's meeting should be held out of business hours via video conference on a date to be determined. The Body Corporate Manager is to set the meeting and forward the appropriate notices to all owners.		

Owners are able to access & update their personal details through the Whittles Owner Portal online.

To access your account go to www.whittles.com.au and login using either your registered mobile number or email address.

**** Please note that Whittles recommends receiving all correspondence and account notices via email for timely delivery.***

If you have another property, you'd like to consider for management by Whittles, please let your manager know so we can arrange a proposal. Alternatively, you can request a quote through our website.

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BUDGET

COMMUNITY CORP.21440 INC
22-30 SYMONDS PLACE &, VEALE LANE, ADELAIDE

Year ending June 2026

ADMINISTRATIVE FUND

	Jul-Sept 25	Oct-Dec 25	Jan-Mar 26	Apr-Jun 26	Annual Total
INCOME					
11500 - Contributions	*9,000.00*	*9,000.00*	*9,000.00*	*9,000.00*	***$36,000.00***
11500 - Arrears	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
11500 - Advances	*-4,062.00*	*-0.00*	*-0.00*	*-0.00*	***-$4,062.00***
Total	***4,938.00***	***9,000.00***	***9,000.00***	***9,000.00***	***$31,938.00***
EXPENDITURE					
23600 - Audit prep. incl of auditor fee	*292.00*	*0.00*	*0.00*	*0.00*	***$292.00***
29000 - Common property	*75.00*	*75.00*	*75.00*	*75.00*	***$300.00***
35500 - Electrical	*105.00*	*105.00*	*105.00*	*105.00*	***$420.00***
42500 - Grounds	*400.00*	*400.00*	*400.00*	*400.00*	***$1,600.00***
46005 - Insurance - Renewal	*0.00*	*0.00*	*22,662.00*	*0.00*	***$22,662.00***
48000 - Keys & Fobs	*27.00*	*27.00*	*27.00*	*27.00*	***$108.00***
21000 - Management - Additional services fee	*130.00*	*130.00*	*130.00*	*130.00*	***$520.00***
22300 - Management - Agreed Services	*1,325.00*	*1,325.00*	*1,325.00*	*1,325.00*	***$5,300.00***
52600 - Management - Asset Maintenance Services	*100.00*	*100.00*	*100.00*	*100.00*	***$400.00***
29200 - Management - Disbursement Fees	*341.00*	*341.00*	*341.00*	*341.00*	***$1,364.00***
54005 - Meter reading fee - Water	*0.00*	*1,460.00*	*0.00*	*0.00*	***$1,460.00***
60000 - Plumbing	*150.00*	*150.00*	*150.00*	*150.00*	***$600.00***
74010 - Public Officer Fee	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
66005 - Reports - Sinking fund analysis	*0.00*	*900.00*	*0.00*	*0.00*	***$900.00***
69001 - Security gates - Repairs	*125.00*	*125.00*	*125.00*	*125.00*	***$500.00***
29201 - Technology and System Fees	*88.00*	*88.00*	*88.00*	*88.00*	***$352.00***
77004 - Utilities - Water	*26.00*	*26.00*	*26.00*	*26.00*	***$104.00***
Total	***3,184.00***	***5,252.00***	***25,554.00***	***2,892.00***	***$36,882.00***

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SINKING FUND

	Jul-Sept 25	Oct-Dec 25	Jan-Mar 26	Apr-Jun 26	Annual Total
INCOME					
11500 - Contributions	*650.00*	*650.00*	*650.00*	*650.00*	***$2,600.00***
11500 - Arrears	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
11500 - Advances	*-295.00*	*-0.00*	*-0.00*	*-0.00*	***-$295.00***
Total	***355.00***	***650.00***	***650.00***	***650.00***	***$2,305.00***

CASH FLOW SUMMARY

	Jul-Sept 25	Oct-Dec 25	Jan-Mar 26	Apr-Jun 26	Annual Total
ADMINISTRATIVE FUND					
Opening Balance	*13,629.39*	*15,383.39*	*19,131.39*	*2,577.39*	***$13,629.39***
Add: Contributions	*9,000.00*	*9,000.00*	*9,000.00*	*9,000.00*	***$36,000.00***
Add: Arrears	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Minus: Advances	*4,062.00*	*0.00*	*0.00*	*0.00*	***$4,062.00***
Minus: Expenditures	*3,184.00*	*5,252.00*	*25,554.00*	*2,892.00*	***$36,882.00***
CLOSING BALANCE	*15,383.39*	*19,131.39*	*2,577.39*	*8,685.39*	***$8,685.39***
SINKING FUND					
Opening Balance	*25,842.36*	*26,197.36*	*26,847.36*	*27,497.36*	***$25,842.36***
Add: Contributions	*650.00*	*650.00*	*650.00*	*650.00*	***$2,600.00***
Add: Arrears	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Minus: Advances	*295.00*	*0.00*	*0.00*	*0.00*	***$295.00***
Minus: Expenditures	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
CLOSING BALANCE	*26,197.36*	*26,847.36*	*27,497.36*	*28,147.36*	***$28,147.36***

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CALCULATION OF CONTRIBUTIONS

Total Lot Entitlement 1940
Number of Lots 20

	— Effective from 15/10/25 —		— Effective from 15/10/25 —	
Lot Number	**LEV**	**ADMIN Fund**	**LEV**	**SINKING Fund**
1	95	**$441**	95	**$32**
2	95	**$441**	95	**$32**
3	95	**$441**	95	**$32**
4	95	**$441**	95	**$32**
5	95	**$441**	95	**$32**
6	95	**$441**	95	**$32**
7	95	**$441**	95	**$32**
8	95	**$441**	95	**$32**
9	95	**$441**	95	**$32**
10	95	**$441**	95	**$32**
11	95	**$441**	95	**$32**
12	95	**$441**	95	**$32**
13	115	**$534**	115	**$39**
14	115	**$534**	115	**$39**
15	95	**$441**	95	**$32**
16	95	**$441**	95	**$32**
17	95	**$441**	95	**$32**
18	95	**$441**	95	**$32**
19	95	**$441**	95	**$32**
20	95	**$441**	95	**$32**
QUARTERLY TOTAL		***$9,006.00***		***$654.00***

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ACCOUNT NOTES

21000 - Management - Additional services fee	Additional Services Additional services are defined as time related expenses that do not form part of the Agreed Services. Daytime Annual General Meeting Fee is included in Agreed Services. Charges are applied for additional meetings and for travel where meetings are not held at Whittles, out of hours, or if reconvened, and include additional disbursements and are charged upon consumption.
22300 - Management - Agreed Services	Agreed Services Includes standard Body Corporate Management, including daytime Annual General Meeting (convened at Whittles), responding to queries, preparation of correspondence, collection of monies and payment of bills as per Schedule A of the Services Agreement.
29200 - Management - Disbursement Fees	Disbursement Fees This fixed fee includes access to the Web Owner Portal, data management of software systems, document storage, stationery, printing, photocopying, issuing levy notices, electronic record management, DocuSign, SMS facility and Video and Teleconferencing facilities as per Schedule B of the Services Agreement.
29201 - Technology and System Fees	Technology & System Fees This fixed fee includes registration and upload of Body Corporate information into operating system, establishment of user licenses for owners to access & connect to database, cyber technology & security defence layers including data security defence systems and access to online voting as per Schedule B of the Services Agreement.
52600 - Management - Asset Maintenance Services	Asset Maintenance Services Fixed Maintenance Charges as per Schedule C of Services Agreement includes 24/7 emergency maintenance service; register for Building Risk and Safety Reports, register for Contracts, leases and Licenses; maintenance of Contractor Registration Service which ensures only contractors that agree to comply with safe working procedures with appropriate ABN, public liability and licenses are engaged.

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

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

Date of Meeting	Details of Resolution
16/11/07 REC AGM	No Resolutions Recorded
15/10/08 REC AGM	No Resolutions Recorded
29/10/09 REC AGM	No Resolutions Recorded
19/10/10 REC AGM	Insurance Details: It was agreed that any owner who fails to provide their insurance details (after two requests) will be in breach of By-Law 9 and penalties in accordance with the Community Titles Act may be applied.
05/10/11 REC AGM	No Resolutions Recorded
19/09/12	Approval for Solar Panels It was agreed that approval be granted for the installation of solar panel should owners wish to do so subject to panels not being visible from the common property and in a position that is least visible from other units. Under no circumstances is exposed cabling or conduit permitted and all such infrastructure must be concealed. Application to Install Air Conditioner Booster - Lot 14 Retrospective approval is granted for the owner of Lot 14 to install an air conditioner booster on the roof of the Lot. All owners are advised that applications must be made to the Corporation for the installation of any item or fitting that would change the outward appearance of the Lot, easily visible or not. For clarification of when a formal application should be made owners are encouraged to contact the Corporation Managers.
17/10/13 REC AGM	**Whittles Maintenance Service - Appointment** Following review of the various National and State WH&S legislation, Whittles has revised its policy for instructing contractors, on behalf of the Corporation, to carry out work onsite. With effect from 1/01/13 Whittles

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policy will be that contractors must be registered as an accredited contractor with Whittles It is therefore resolved that only contractors registered as an accredited contractor with Whittles be instructed to carry out work at the Corporation. That accreditation be confirmed by Whittles as current to allow the issue of the work instructions, and that the Body Corporate pay an annual fee to Whittles of $110 and $22 per work order to maintain and oversee this accreditation process.
It is understood that Whittles will not issue work instructions to any contractor not satisfying this accreditation process.

Motion Carried YES 6 / NO / ABSTAIN

20/10/14
REC AGM

No Resolution Recorded

22/09/15
REC AGM

Renovations to Lot 3, 26 Symonds Place,Adelaide.(Special Resolution)
New toilet and bathroom installed in ground floor.
The owner of Lot 3 seeking the Corporation's permission to undertake renovations.
- New toilet and bathroom installed in ground floor.
All work to be undertaken by licensed contractors and subject to all statutory approval as per attached documentation.

YES - 12 / NO - 0 / ABSTAIN - 0

Renovations to Lot 3, 26 Symonds Place,Adelaide.(Special Resolution)
Install split air conditioner on roof.
The owner of Lot 3 seeking the Corporation's permission to undertake renovations.
- Install split air conditioner on roof.
All work to be undertaken by licensed contractors and subject to all statutory approval as per attached documentation.
Approval was granted subject to no conduit or piping being placed on the front or outside of the building.

YES - 11 / NO - 1 / ABSTAIN - 0
MOTION CARRIED

13. Renovations to Lot 3, 26 Symonds Place,Adelaide.(Special Resolution)
Install a group of solar panels on the roof.
The owner of Lot 3 seeking the Corporation's permission to undertake renovations.
- Install a group of solar panels on the roof.
All work to be undertaken by licensed contractors and subject to all statutory approval as per attached documentation.

YES - 12 / NO - 0 / ABSTAIN - 0
MOTION CARRIED

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

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

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

Date of Meeting	Details of Resolution
14/01/16 REC EGM	Lot 18 (8 Veale Lane) Installation of Security Door (Special Resolution) That the Corporation approve the installation of a black security door to the front door frame of Lot 18 (8 Veale Lane, Adelaide). The design will be as close as possible to match the security doors of the apartment opposite. The door will be professionally installed by qualified installer and all ongoing maintenance and repairs of the security door will be at the Owners cost. The owners of Lot 12 advised by Voting Instruction that all apartments should consider obtaining similar doors, so that all the apartments match. **Motion Carried** **YES - 8 / NO - 0 / ABSTAIN - 1**
07/09/16 REC AGM	No Resolutions Recorded
16/08/17	No Resolutions Recorded
09/10/18 REC AGM	No Resolutions Recorded
24/09/19	No Resolutions Recorded
10/09/20 AGM	Installation of Flow Meters (Ordinary Resolution) It was resolved that the Corporation install individual flow meters to measure and invoice actual water used so that each Lot will receive their own invoice for water consumed. It was resolved by majority to engage Strata Water Solutions to undertake the installation and be engaged to read the meters and invoice owners for the actual water consumed. The works are to be funded from the Corporation's Sinking Fund Budget allocation. **YES - 8 / NO - 2 / ABSTAIN - 1** **MOTION CARRIED** Transferring of Funds (Special Resolution) After consultation with the Presiding Officer/Management Committee the Corporation Manager has approval to transfer funds from the Administration and Sinking Funds where and when required to assist with any cash flow shortages. **YES - 10 / NO - 0 / ABSTAIN - 1** **MOTION CARRIED**
12/08/21 AGM	No Resolutions Recorded

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

08/09/22 AGM	**Motion 13 - Permission to Replace Windows at Lot 6 (Ordinary Resolution)** It was resolved that in accordance with By-Law 5.3, the Body Corporate authorises the Owner of Lot 6 (30 Symonds Place) to install windows at that Lot, in accordance with the application that was provided with the Meeting Notice, and subject to the following conditions: The installation is to be carried out by a qualified tradesman in a proper and workmanlike manner at the Owners cost; The Owners will be responsible for repairing any damage to the common property as a consequence of the installation; The Owner must obtain the consent of the Local Authority or any other Authority having jurisdiction in respect of the matter, if required; The Owner must maintain the improvement made under this authority in good condition; Replacement of the window is to match and be in keeping with the current design and must not impinge upon the structure of the dwelling in any way and must ensure that it complies with energy efficient requirements contained in the CorporationÂ's Scheme Description; All costs associated with the installation/removal and maintenance of the windows be borne by the Owner of that Lot and/or their successors. **Motion CARRIED.**
23/08/2023	Permission to install external blind Lot 8 In accordance with By-Law 5.3, the owner of Lot 8 (5A Veale Lane) requests that the Body Corporate authorises the Owner of Lot 8 to install an external blind on the balcony at that Lot, of design and colour to closely match existing blinds installed on Lots 9, 10, 11 & 12, and that standing approval be provided to all Lots.
17/09/24 AGM	No resolutions were recorded
25/09/25	No Resolutions Recorded
10/06/26	No Resolutions Recorded

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

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

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

Date of Meeting	Details
3/07/03	Balconies Hanging of pot plants, clothing or any other items from balconies is strictly **not** permitted. Signage Letting signs are prohibited. Skylights All lot holders may install one skylight to their lot provided it is fitted by a qualified tradesperson. TV Antennae Lot holders may install one roof mounted television antenna for each lot provided the antenna is concealed from view from the ground level. Flat Roof Style Sun Screens – Courtyard Areas All lot holders may erect a "flat roof style sun screen" over the courtyard area of their lot. Satellite Dishes – Pay-TV Transmission All lot holders may install one roof mounted "Satellite Dish" for Pay-TV transmission purposes. Satellite dishes must not exceed 800 mm in diameter and must be concealed from view from ground level.
28/04/04	7 Veale Lane Owners granted approval by special resolution to install a sunscreen external awning.
17/06/04	Approval for an exterior blind on the balcony of 9 Veale Lane That permission be granted for the installation of an exterior blind on the balcony of 9 Veale Lane, Adelaide. The blind will be the same design as the one granted approval at 7 Veale Lane, Adelaide. Permission is further subject to the blind being installed in a tradesman like manner using first grade materials and that all future maintenance costs remain the responsibility of the lot holder." Motion approved by special resolution.
2/09/04	Prescribed Works: The Manager advised that should any owner wish to apply to the Corporation (other than at the annual general meeting) for an approval of any kind which was for their exclusive benefit, the prescribed meeting fee will apply to conduct an Extraordinary General Meeting. It was agreed that this fee be charged to the applicant.

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

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

Date of Meeting	Details
2/09/04 (contu'd)	Approval of external treatments It was agreed that any future requests for external treatments or fittings be referred to the Management Committee prior to the Corporation Manager seeking the approval of all owners. The Management Committee will discuss with the owner the type and colour of the fitting to ensure that there is consistency throughout the group.
19/11/04	Installation of external blind to 13 Veale Lane That permission is granted for the installation of an external blind at 13 Veale Lane, Adelaide. Permission is further subject to the blind being installed in a tradesman like manner using first grade materials and that all future maintenance costs remain the responsibility of the lot holder."
27/09/06	No resolutions recorded.

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

Orig. LF 9411731

[redacted] 27-Aug-2002
11 of 13 Fees $0.00

LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA

LODGEMENT FOR FILING UNDER THE COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

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101 Pirie Street
ADELAIDE SA 5000

Correction to: Thomson Playford

TITLES, CROWN LEASES, DECLARATIONS ETC. LODGED WITH INSTRUMENT (TO BE FILLED IN BY PERSON LODGING)

1.....

2.....

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Assessor

PICK-UP NO.	
CP	
DEV. NO.	020/0002/02

REGISTRATION FEE $90.50
[redacted] [illegible] 27-08-02 10:50

BELOW THIS LINE FOR OFFICE USE ONLY

Date: 27/8/02	Time: 12:19
FEES	
R.G.O.	POSTAGE
90.50	

CORRECTION	PASSED
	✓

FILED

REGISTRAR-GENERAL

APPROVAL NO. 383 – 2K

DELIVERY INSTRUCTIONS (Agent to complete)
PLEASE DELIVER THE FOLLOWING ITEM(S) TO THE UNDERMENTIONED AGENT(S)

ITEM(S)	AGENT CODE
	THPL – 80

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20. **BY-LAW 19 – OFFENCES**

A person who contravenes or fails to comply with a provision of these By-Laws is guilty of an offence.

Maximum Penalty: $500.00

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BY-LAWS

COMMUNITY CORPORATION NO. 21440 INC

PURSUANT TO SECTION 34 OF THE COMMUNITY TITLES ACT 1996

COMMUNITY DIVISION "DEPOT 2"

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COMMUNITY CORPORATION NO. INCORPORATED

INDEX

Part 1	**Preliminary**
By-Law 1	Interpretation
Part 2	**Mandatory By-Laws**
By-Law 2	Responsibility of Corporation
By-Law 3	Use and Enjoyment of the Common Property
By-Law 4	Use of Lots
Part 3	**Building Work, Structural Improvements & Painting**
By-Law 5	*Corporation's Approval required* before any Building Work, Structural Improvements or change in colour scheme.
By-Law 6	Satellite Dishes
Part 4	**Maintenance and Use of Lots**
By-Law 7	Owner of Lot must maintain and repair
By-Law 8	Occupier/Owner of Lot must keep lot clean and tidy
By-Law 9	Building Insurance
By-Law 10	Environmental Issues
By-Law 11	White Ant Treatment
Part 5	**The Common Property**
By-Law 12, 13 and 14	Damage and Reasonable Access to Common Property
Part 6	**Prohibition of Disturbance**
By-Law 15	Prohibition of Disturbance
By-Law 16	Keeping of Pets
Part 7	**General Provisions**
By-Law 17	Display of Advertisements
By-Law 18	Rubbish Receptacles
By-Law 19	Halifax Chimney
By-Law 20	Offences

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PART 1 – PRELIMINARY

1. BY-LAW 1 – INTERPRETATION

In these By-Laws:

1.1 **"Act"** means the Community Titles Act 1996.

1.2 **"Corporation"** means Community Corporation No. Incorporated.

1.3 **"Occupier"** of a lot includes, if the lot is unoccupied, the owner of the lot.

1.4 **"Service Infrastructure"** means cables wires pipes sewers drains ducts plant and equipment by which the community lots and Common Property are provided with services.

PART 2 – MANDATORY BY-LAWS

2. BY-LAW 2 - RESPONSIBILITY OF CORPORATION

2.1 The Corporation is responsible for the administration management and control of the Common Property.

2.2

2.2.1 The Corporation is responsible for the maintenance repair and replacement of all improvements and service infrastructure on in or forming part of the Common Property.

2.2.2 Without limiting the effect of By-Law 2.2.1 the Community Corporation must regularly service all stormwater silt traps situated in any roadway or driveway forming part of the Common Property.

2.3 The Corporation will ensure that all public lighting within the Common Property is in good working order and the Corporation is responsible for the maintenance repair and replacement of the public lighting as and when required.

2.4 The Corporation must maintain and retain all items installed in or about the Common Property as part of the Development comprising the Community Scheme which have been incorporated into the design of the Development which pertain to the following matters:-

2.4.1 Energy Efficient Design;

2.4.2 Minimisation of Energy Consumption/Alternative sources of power

and may only replace such items with like items or items which maintain or enhance the environmental sustainability and management of the Common Property.

2.5 The Corporation must irrigate and properly maintain:

2.5.1 all lawns gardens and trees situated on the Common Property;

2.5.2 all grass verges (including all landscaping situated thereon but not trees) situated on or adjacent to any public road, street, footpath or road reserve and situated adjacent to the scheme land as if such grass verge formed part of the Common Property.

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3. BY-LAW 3 – USE AND ENJOYMENT OF THE COMMON PROPERTY

The Common Property is subject to the Act and these By-Laws for the common use and enjoyment of the residents in the community scheme and their visitors.

4. BY-LAW 4 – USE OF LOTS

A person must not use a lot for a non-residential purpose other than as a home office which use shall be permitted unless the use has been approved by the Corporation.

PART 3 – BUILDING WORK STRUCTURAL IMPROVEMENTS & PAINTING

5. BY-LAW 5 – CORPORATION'S APPROVAL

The Owner or Occupier of lot must not, without the Corporation's approval:

5.1 erect any further buildings or structural improvements on a lot; or

5.2 change the colours of the external finishes on a lot; or

5.3 alter the external appearance of their lot; or

5.4 effect any penetration whatsoever of any acoustic or fire rated party wall.

6. BY-LAW 6 – SATELLITE DISHES

Without limiting the effect of By-Law 5 the Owner or Occupier of a lot must not without the Corporation's approval erect a satellite dish on any roof of a building constructed on a lot and if such approval is obtained such satellite dish must be concealed from view provided that no approval shall be required to erect a satellite dish supplied or installed by a pay TV operator provided that such satellite dish is of usual dimensions supplied by that operator.

PART 4 MAINTENANCE AND USE OF LOTS

7. BY-LAW 7 – OWNER OF LOT MUST MAINTAIN AND REPAIR

7.1 The Owner of a lot must maintain and keep in good repair buildings and structural improvements to the lot (including paintwork and external finishes).

7.2 Without limiting an Owner's obligations under By-Law 7.1 the Owner of a lot must maintain and keep in good repair all timber window frames, gates and fences situated on the Owner's lot and must cause to be undertaken no less frequently then on an annual basis an inspection of the state of repair of such items and shall if necessary rectify any want of repair as soon as reasonably practicable after such inspection.

8. BY-LAW 8 – OCCUPIER/OWNER OF LOT MUST KEEP LOT CLEAN AND TIDY

8.1 The Occupier of a lot must keep the lot in a clean and tidy condition.

8.2 The Occupier of a lot must properly maintain lawns and gardens on the lot.

8.3 The Occupier of a lot must:

8.3.1 store garbage in an appropriate container that prevents the escape of unpleasant odours; and

8.3.2 comply with any requirements of the council for the disposal of garbage.

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9. BY-LAW 9 – BUILDING INSURANCE

The Owner of a lot must at all times keep current Building insurance for all buildings on the lot for replacement and/or reinstatement and should a claim against such insurance be made all moneys received must be used for replacement and/or reinstatement of the buildings on the lot in substantially the same dimensions design and exterior colour scheme as the original buildings on the lot unless consented to by the Corporation.

10. BY-LAW 10 – ENVIRONMENTAL ISSUES

10.1 The Owner or Occupier of a lot acknowledges that the development undertaken on each lot comprised in the Community Scheme was undertaken to incorporate the then best current standards of environmental sustainability and management in respect of:

10.1.1 Energy Efficient Design;

10.1.2 Minimisation of Energy Consumption/Alternative sources of power.

10.2 The Owner or Occupier of a lot must maintain and retain all items installed in and about the lot which have been incorporated into the design of the dwelling on the lot which pertain to the matters specified in By-law 10.1 and may only replace such items with items which maintain or enhance the environmental sustainability and management of the Dwelling.

11. BY-LAW 11 – WHITE ANT TREATMENT

Without limiting By-Law 7 the Owner of a lot must arrange for an annual inspection for white ants for the purpose of maintaining the white ant warranty in place in respect of the dwellings.

PART 5 – THE COMMON PROPERTY

12. BY-LAW 12 AND 13 – DAMAGE AND REASONABLE ACCESS TO COMMON PROPERTY

A person must not without the authorisation of the Corporation damage obstruct or interfere with any part of the Common Property.

13. BY-LAW 13

The Occupier of a lot must allow any tradesman or workman or other person authorised by the Corporation to access the Common Property for maintenance, repair or improvement.

14. BY-LAW 14 – CONTRIBUTION TO DRIVEWAY MAINTENANCE

Subject in all respects to the provisions of the Act the Corporation shall in accordance with Section 114(10) of the Act levy a financial contribution in respect of the repair maintenance and cleaning of the common area driveway only in respect of the owners of those lots which have rear vehicular access to their lots from the driveway.

PART 6 – PROHIBITION OF DISTURBANCE

15. BY-LAW 14 – PROHIBITION OF DISTURBANCE

15.1 The Occupier of a lot must not engage in conduct that unreasonably disturbs the Occupier of another lot or others who are lawfully on a lot or the common property.

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15.2 The Occupier of a lot must ensure as far as practicable that persons who are brought or allowed on to the lot or the Common Property by the Occupier do not engage in conduct that unreasonably disturbs the Occupier of another lot or others who are lawfully on a lot or the common property.

16. BY-LAW 15 – KEEPING OF PETS

16.1 The Owner or Occupier are permitted to keep pets on the lot but not the Common Property.

16.2 Where a Owner or Occupier of a lot or any other person who is on the Common Property with a Owner or Occupier of a lot's consent (express or implied) brings or keeps a pet on the lot or any other part of the Common Property, that Owner or Occupier :

16.2.1 is liable to the Owner or Occupier of their lots and all other persons lawfully on the Common Property for any noise which is disturbing to an extent which is unreasonable and for damage to or loss of property or injury to any person caused by the pet;

16.2.2 is responsible for cleaning up after the pet has used any part of another lot or any part of the Common Property; and

16.2.3 must if required by an ordinary resolution of the Corporation arising from a breach of By-Law 16.2.1 cease to keep the pet on the lot or other part of the Common Property.

PART 7 – GENERAL PROVISIONS

17. BY-LAW 16 – DISPLAY OF ADVERTISEMENTS

17.1 A person must not display an advertisement on a lot or the Common Property without the approval of the Corporation.

17.2 However this section does not prevent the display of an advertisement associated with the sale of a lot.

18. BY-LAW 17 RUBBISH RECEPTACLES

The Owner or Occupier of a lot must comply with all requirements of the Corporation with respect to the storage of rubbish and waste materials including without limitation any requirements of the Corporation with respect to the type of receptacle in which rubbish or waste must be stored, the location of such receptacle and the separation of different classes of rubbish and waste.

19. BY-LAW 18 – HALIFAX CHIMNEY

19.1 The Owners of the lots acknowledge that the Community Corporation will after deposit of the Community Plan become a Tenant In Common Owner in certain land adjacent to the land comprising the Community Scheme upon which land is erected a chimney which chimney has been listed on the State Register of Heritage Items and is located on that land comprising Certificate of Title 5812 Folio 68.

19.2 The Owners acknowledge that in addition to the financial contributions to be made by the Owners pursuant to Section 114 of the Community Titles Act the Community Corporation will fix the amount it requires by way of contributions from the owners in respect of the ongoing costs of repair maintenance and insurance of the chimney.

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Orig. LF 9411733

[redacted] 27-Aug-2002
13 of 13 Fees 50.00

LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA

LODGEMENT FOR FILING UNDER THE COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

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Series No.	Prefix
13	LF

AGENT CODE

Lodged by: Thomson Playford THPL – 80
101 Pirie Street
ADELAIDE SA 5000

Correction to: Thomson Playford

TITLES, CROWN LEASES, DECLARATIONS ETC. LODGED WITH INSTRUMENT (TO BE FILLED IN BY PERSON LODGING)

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Assessor

BELOW THIS LINE FOR OFFICE USE ONLY

Date: 27/8/02	Time: 12.09
FEES	
R.G.O.	POSTAGE
90.50	

PICK-UP NO.	
CP	
DEV. NO.	020/C002/02

Page 5 of 38 not dwelled - contacted KTSC - Hint regd. B

REGISTRATION FEE NOTIFICATION
Lands Titles Office 27/08/02 16:56:19 Page 1

CORRECTION	PASSED
	B

FILED

pro

REGISTRAR-GENERAL

DELIVERY INSTRUCTIONS (Agent to complete)
PLEASE DELIVER THE FOLLOWING ITEM(S) TO THE UNDERMENTIONED AGENT(S)

ITEM(S)	AGENT CODE
	THPL – 80

APPROVAL NO. 383 – 2K

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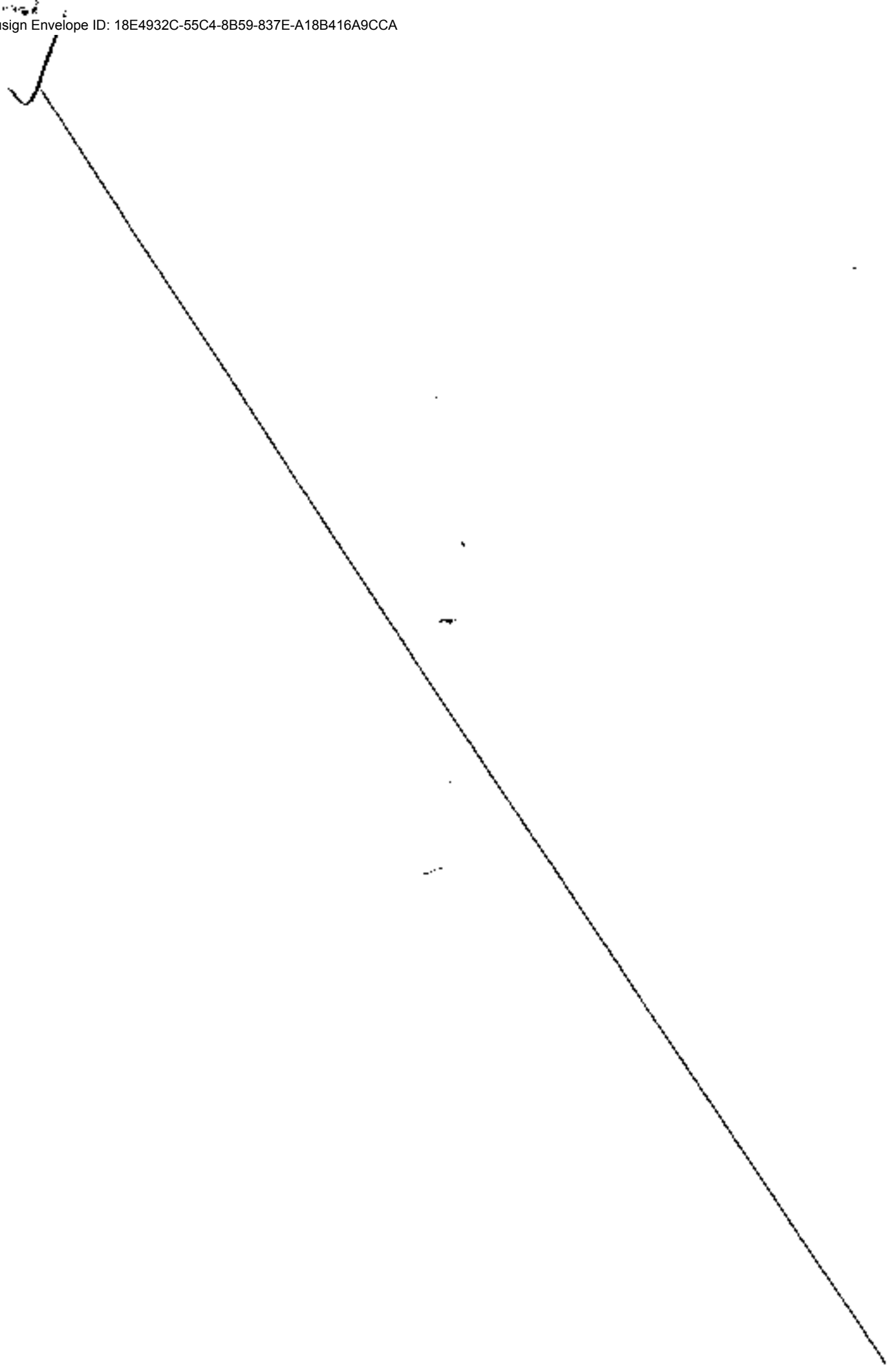

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COMMUNITY TITLES ACT 1996

SCHEME DESCRIPTION

HALIFAX ADELAIDE RESIDENTIAL DEVELOPMENT

COMMUNITY DIVISION "DEPOT 2"

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

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INDEX

ITEM	PAGE NO.
1. Description of land to be developed under the Scheme	3
2. Nature of Proposed Development	3
3. Environmental aspects of the Development	3
4. Purpose for which Lots and Common Property may be used	3
5. Standard of buildings and other improvements	4
6. Obligation to develop Community Lots	4
7. Developer's obligations to improve or develop the Common Property	5
8. Staging of development	5
9. Estimated date for the completion of the Scheme	5
10. Conditions of approval	5
Annexure "A"	7
Annexure "B"	9
Annexure "C"	35

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COMMUNITY TITLES ACT, 1996

SCHEME DESCRIPTION

1. DESCRIPTION OF LAND TO BE DEVELOPED UNDER THE SCHEME

Lot 26 in DP 59628 being portion of the land comprised in Certificate of Title Volume 5812 Folio 66 together with and subject to the party wall rights as set out in Form RTC 9367438 and being the property located at Symonds Place and Howard Florey Street Adelaide ("**Scheme Land**").

2. NATURE OF PROPOSED DEVELOPMENT

2.1 The community plan for the scheme comprises a primary plan of community division. The primary plan of community division will effect the division of the land described in paragraph 1 into twenty (20) primary lots and common property. (See copy of plan attached marked Annexure "A").

2.2 A three storey dwelling will be constructed on each community lot.

2.3 That portion of the Common Property comprising a driveway in the primary plan of community division will be paved.

3. ENVIRONMENTAL ASPECTS OF THE DEVELOPMENT

3.1 The development has been designed to incorporate the best current standards of environmental sustainability and management in respect of:

3.1.1 Energy Efficient Design;

3.1.2 Minimisation of Energy Consumption/Alternative sources of power.

3.2 It is intended that the Community Corporation and the owners of community lots will maintain retain and to the extent possible enhance all items installed in and about the Scheme Land which pertain to the matters referred to in clause 3.1 with a view to maintaining and enhancing the environmental sustainability and management of the Scheme.

4. PURPOSE FOR WHICH THE LOTS AND COMMON PROPERTY MAY BE USED

4.1 The lots created are to be used solely for residential purposes provided that home office use shall be permitted subject to compliance with all statutory requirements.

4.2 The Common Property in the primary plan of community division shall be used as a driveway to the Community Lots and for the accommodation of service infrastructure.

4.3 The Common Property is to be used by the proprietors and occupiers of the community lots and persons authorised by them from time to time in accordance with the By-laws of the Community Scheme.

4.4 All Community Lots other than lots 2, 3, 4 and 5 are subject to and together with party wall rights more particularly described in the Community Plan.

4.5 Not more than one dwelling may be erected on a lot.

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5. STANDARD OF BUILDINGS AND OTHER IMPROVEMENTS

5.1 Each dwelling will be:

5.1.1 either:-

(a) masonry timber veneer construction; or

(b) compressed building sheet; or

(c) a combination of (a) and (b).

5.1.2 either:-

(a) fair faced external walls; or

(b) painted masonry.

5.1.3 a concrete raft ground floor slab;

5.1.4 timber or steel framed roof with custom orb or zinc aluminium decking sheet;

5.1.5 masonry party walls.

A plan showing architectural floor plans and elevations is attached as Annexure "B".

5.2 The standard of work to be performed and the materials to be used will be a fair average standard or such higher standard as the developer in its absolute discretion may determine.

5.3 The development of the Community Lots and the Common Property is to take place in accordance with all statutory and other approvals obtained under the Development Act 1993 for the undertaking of the development and in a proper and workman like manner.

5.4 Any additional buildings or improvements or alterations or additions to existing buildings or improvements or replacement of existing buildings or improvements whether on Lots or common property shall be located designed and constructed in a manner and to a standard consistent with the buildings and improvements undertaken by the developer.

6. OBLIGATION TO DEVELOP COMMUNITY LOTS

6.1 The owner for the time being of each community lot is to be under an obligation to develop his or her lot with a dwelling and ancillary structures (including fencing on the perimeter of the lot) in the manner specified in clause 5.

6.2 In order to facilitate compliance with these obligations, the developer intends to offer the community lots for sale in conjunction with a building Development Agreement for the construction by a licensed building contractor appointed by the developer of the proposed dwellings and ancillary structures in accordance with the planning consent.

6.3 The purchaser of any community lot in conjunction with a Development Agreement, must allow the builder to build the dwelling within the builder's building program for the construction of all the dwellings on all of the community lots in the community parcel simultaneously.

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7. DEVELOPER'S OBLIGATIONS TO IMPROVE OR DEVELOP THE COMMON PROPERTY

7.1 The developer will construct a driveway on the Common Property and undertake associated landscaping and install service infrastructure in accordance with the Development Approval obtained in respect of the development.

7.2 The standard of work to be performed and the materials to be used on the Common Property will be a fair average standard or such higher standard as the developer in its absolute discretion may determine.

8. STAGING OF DEVELOPMENT

8.1 The Scheme is not a staged development.

8.2 The development will be undertaken and completed by the Developer in one stage with the progressive completion of all of the proposed improvements.

8.3 The order of completion of work on each allotment will be arranged as required by the developer and may not be in any specific order.

9. ESTIMATED DATE FOR THE COMPLETION OF THE SCHEME

The commencement of the Scheme will depend upon the date upon which the Corporation of the City of Adelaide issues a Development Approval. The construction period for the development once the works are commenced will be approximately thirty (30) weeks.

10. CONDITIONS OF APPROVAL

10.1 The division of the community parcel and erection of a dwelling on each community lot is subject to conditions imposed by the Development Assessment Commission and the City of Adelaide.

10.2 The conditions that will continue after completion of the development and will be the responsibility of the Community Corporation and owners of the community lots.

10.3 A copy of the Decision Notification Form and Conditions of Development Plan Consent are attached to this Scheme Description and are marked Annexure "C".

10.4 Further particulars about the details of this Scheme may be available from the City of Adelaide.

DATED this day of 2002.

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ENDORSEMENT BY THE RELEVANT AUTHORITY PURSUANT TO REGULATION 45A OF THE DEVELOPMENT REGULATIONS 1993

1. All The consents or approvals required under the Development Act 1993 in relation to the division of the land (and a change in the use of the land (if any)) in accordance with this scheme description and the relevant plan of community division under the Community Titles Act 1996 have been granted.

2. This endorsement does not limit a relevant authority's right to refuse, or to place conditions on, development authorisation under the Development Act 1993 in relation to any other development envisaged by this scheme description.

Signed: _____

PAUL DEB
Team Leader
Development Assessment
Adelaide City Council

Dated: 19-8-02

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ANNEXURE A

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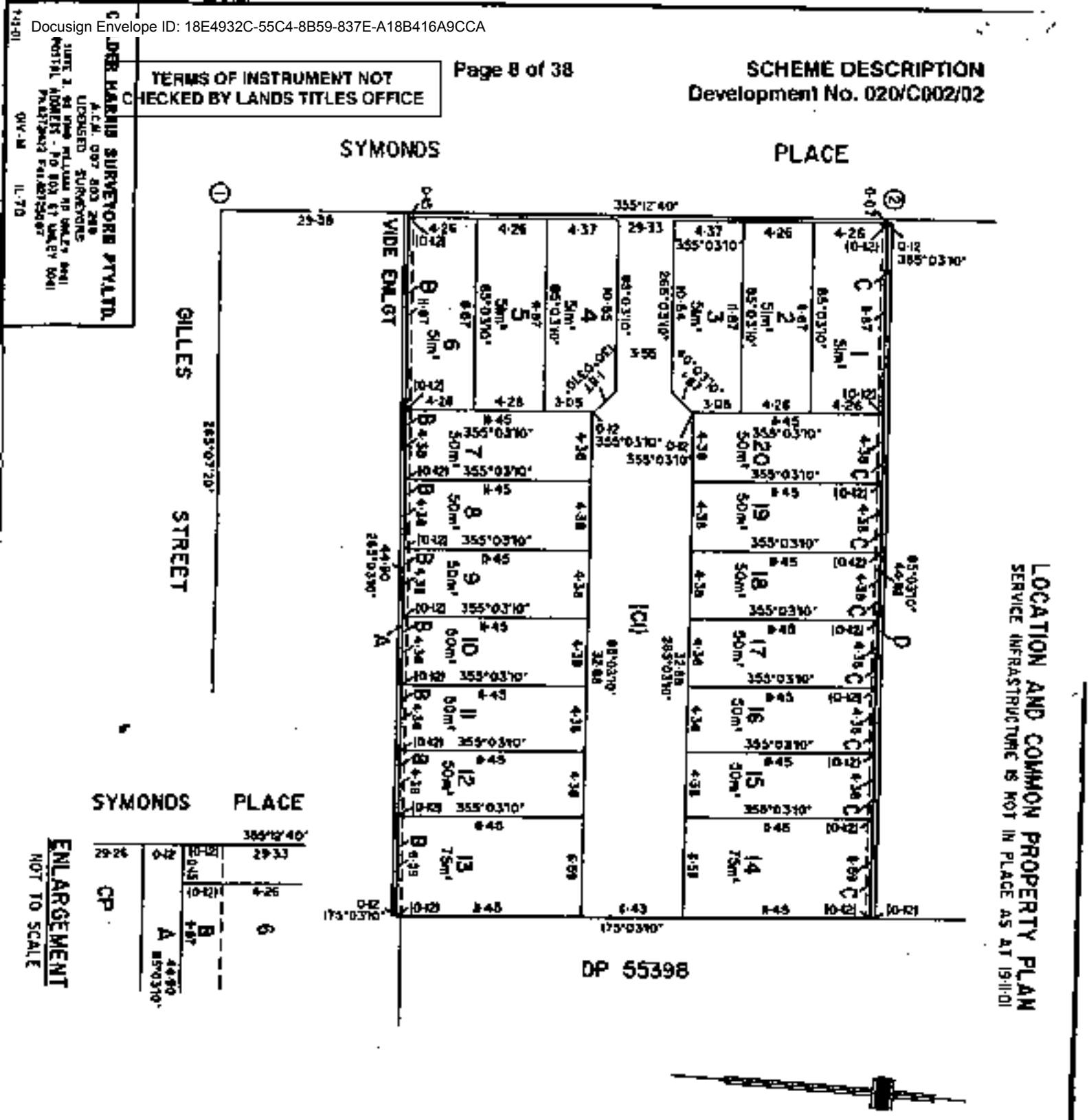
Development No. 020/C002/02



LOCATION AND COMMON PROPERTY PLAN
SERVICE INFRASTRUCTURE IS NOT IN PLACE AS AT 19-11-01

CP

PLAN TYPE: PRIMARY
THIS IS SHEET 1 OF 3 SHEETS
ENCUMBRANCES: NIL
TITLE REFERENCE TO ISSUE FROM CT.5812/65 & CT.5812/67
LAND DESCRIPTION: ALLOT 26 IN DP..... OF PT TOWN ACRES 604 AND 605
PLAN APPROVED
FINAL APPROVED
COUNCIL: ADELAIDE
AREA: ADELAIDE
COUNCIL: CITY OF ADELAIDE
TOTAL AREA: 5620.42m²
APPROVED
ANNOTATIONS
THE COMMON PROPERTY IS DESIGNATED [C] FOR LAND INFORMATION PURPOSES ONLY AND DOES NOT PROVIDE A LEGAL BOUNDARY FOR THE COMMON PROPERTY
RECIPROCAL PARTY WALL RIGHTS EXIST OVER PORTIONS MARKED A AND B AND C AND D
SURVEYOR: DEB HARRIS SURVEYORS PTY.LTD. A.C.N. 007 603 269 LICENSED SURVEYORS SUITE 2, 84 HIGH PELHAM RD WALKERVILLE POSTAL ADDRESS: PO BOX 61 WALKERVILLE 5081 PH 8337 3662 FAX 8235 9067
SURVEY DATE: 19-11-01
FILE REF: IL-70
SURVEYOR'S CERTIFICATE OF LICENSED SURVEYOR
I, ROBERT NEIL BRIERLEY of 84 High Pelham Road, Walkerville in the State of South Australia, Licensed Surveyor, hereby certify that I have surveyed the land delineated in the annexed plan and that the said plan is accurately drawn to the dimensions shown thereon and that the boundaries of the land comprised therein are correctly delineated thereon and that the said plan is in accordance with the Real Property Act 1886 as amended and the regulations made thereunder.
Dated this 19th day of November 1999
SIGNED SEALED & DELIVERED by the said ROBERT NEIL BRIERLEY in the presence of: [illegible]
ODMA\GRPWISE\THOMDOCS\1-COMPOSITE\LIB

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ANNEXURE B

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HALIFAX STREET DEPOT

RESIDENTIAL DEVELOPMENT

DEPOT 2 - TERRACES

FOR INFORMATION ONLY

HALIFAX STREET

ADELAIDE

PENTROTH PTY LTD

: OOMAVGRPWISE\THOMOOM THOMPOI PRLIB 79400 1

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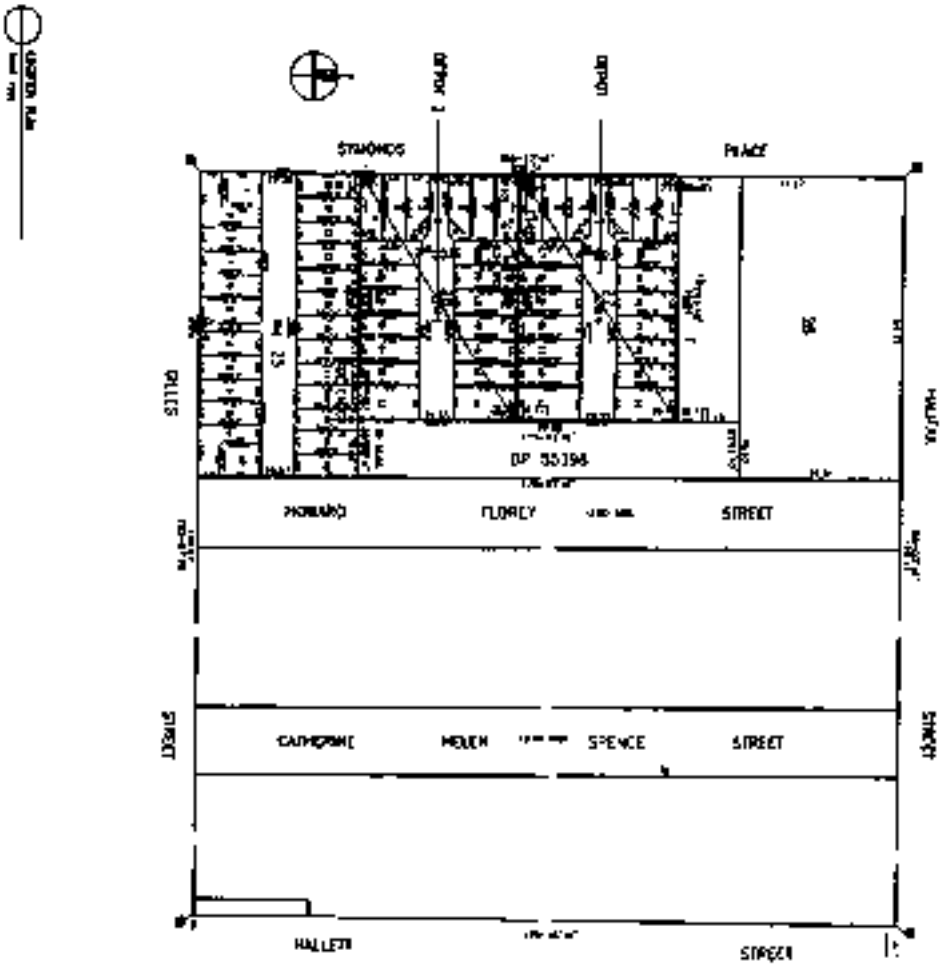
Development No. 020/C002/02



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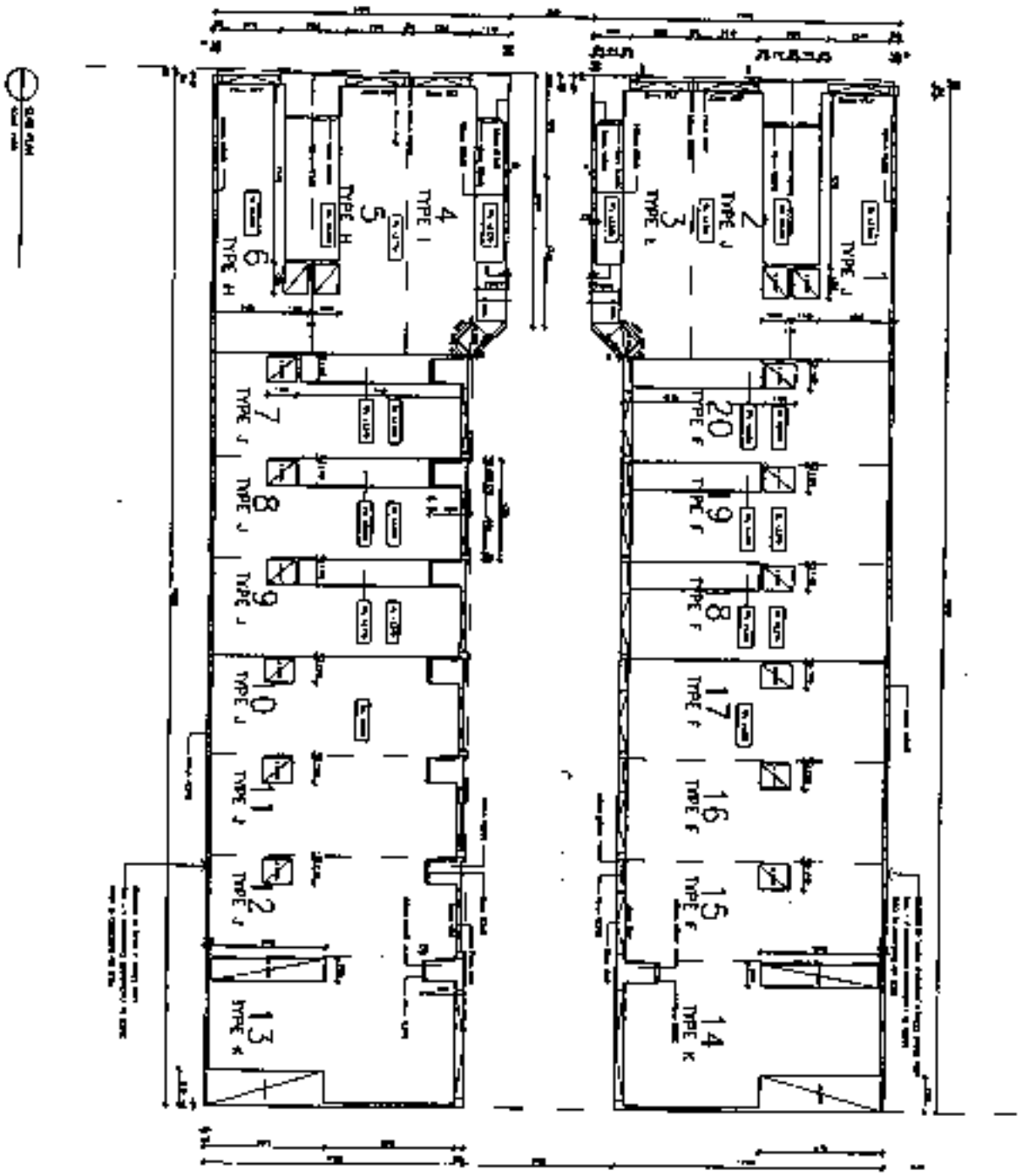

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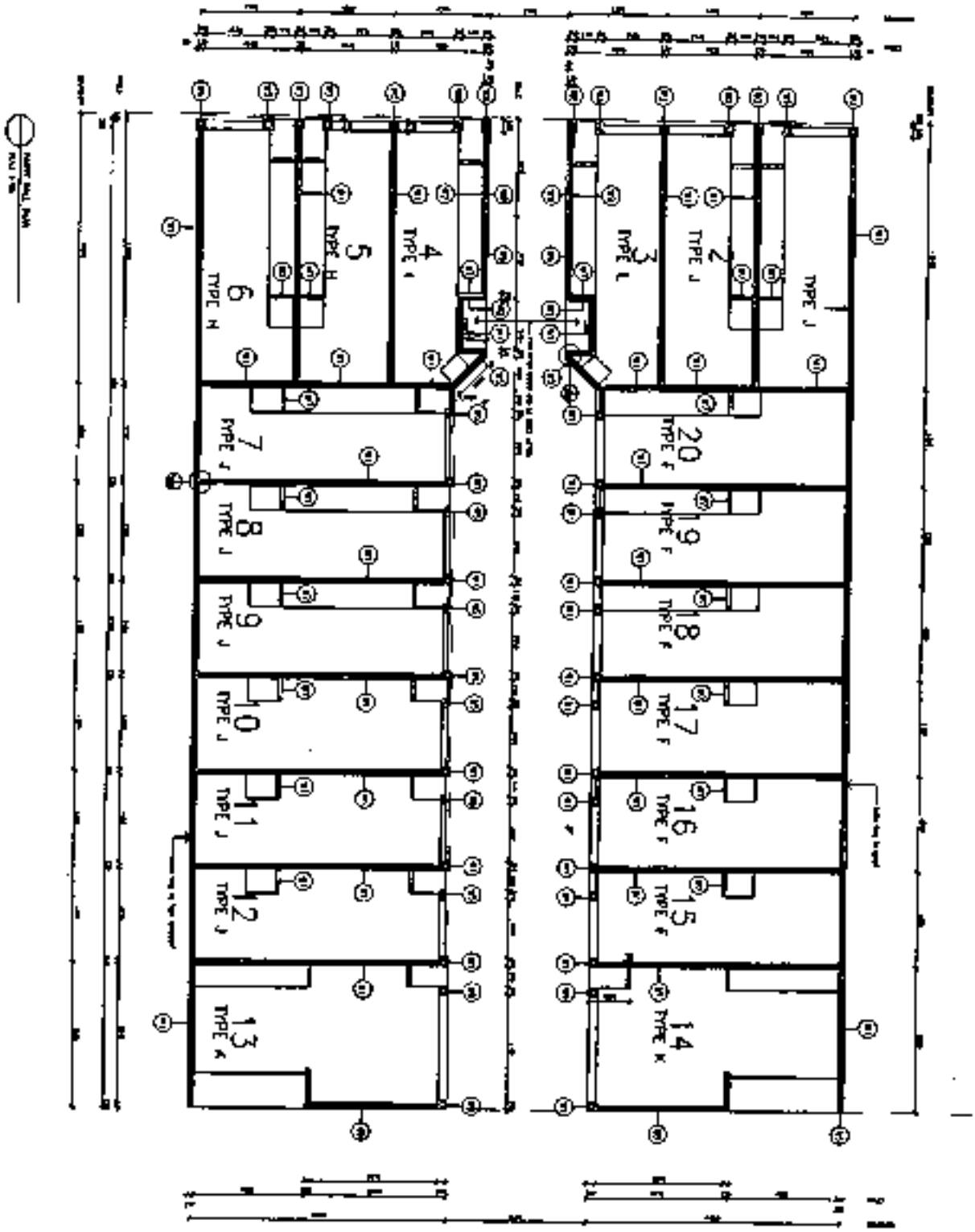

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INFORMATION
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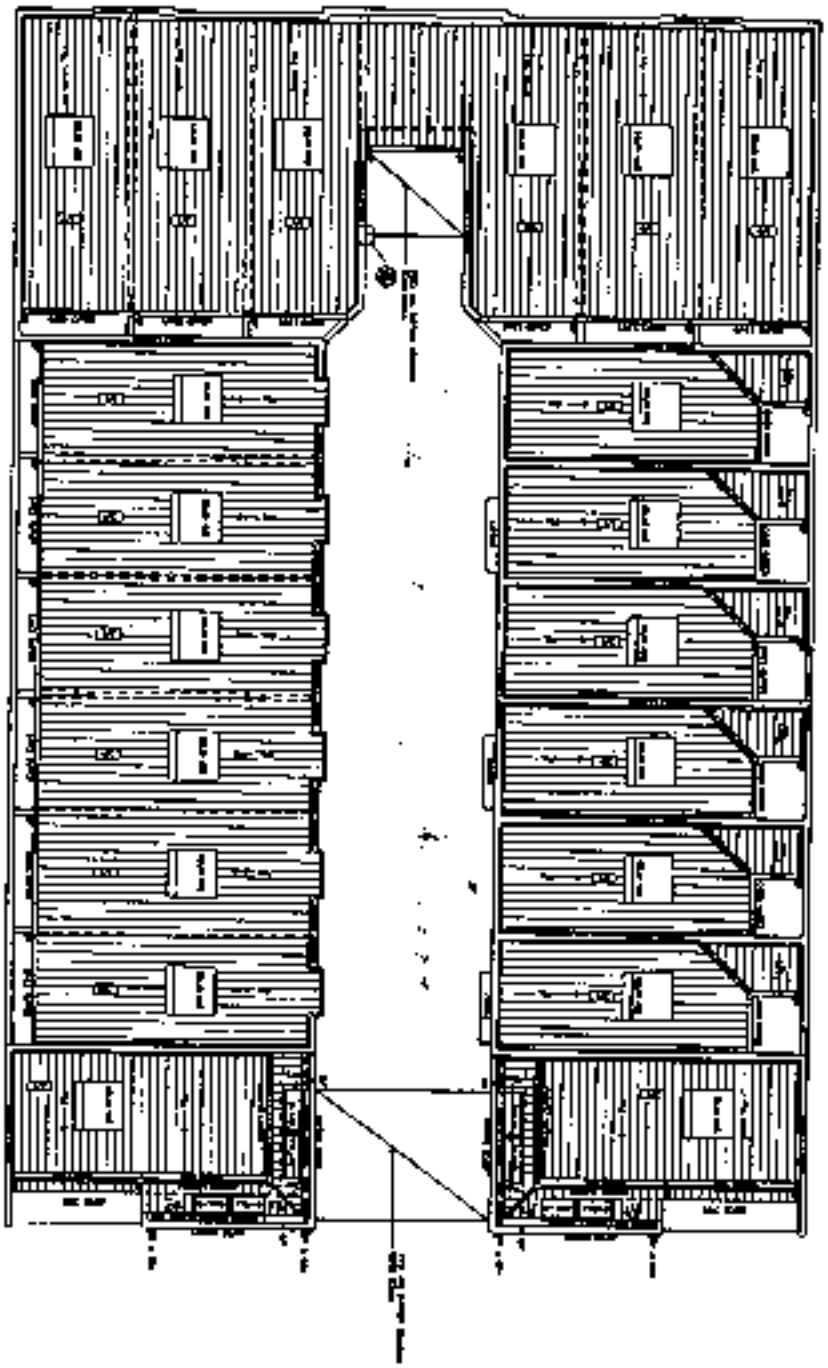

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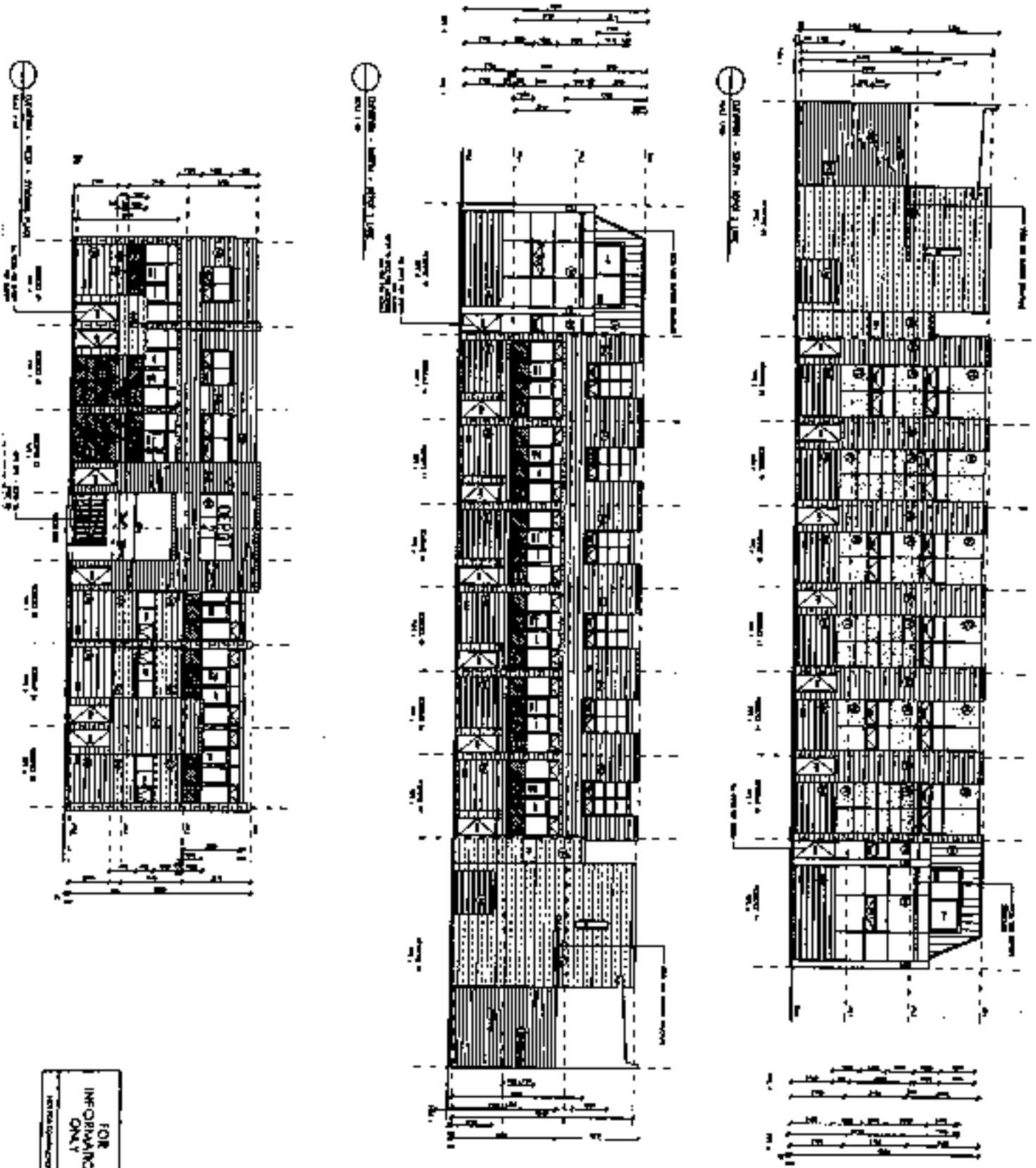

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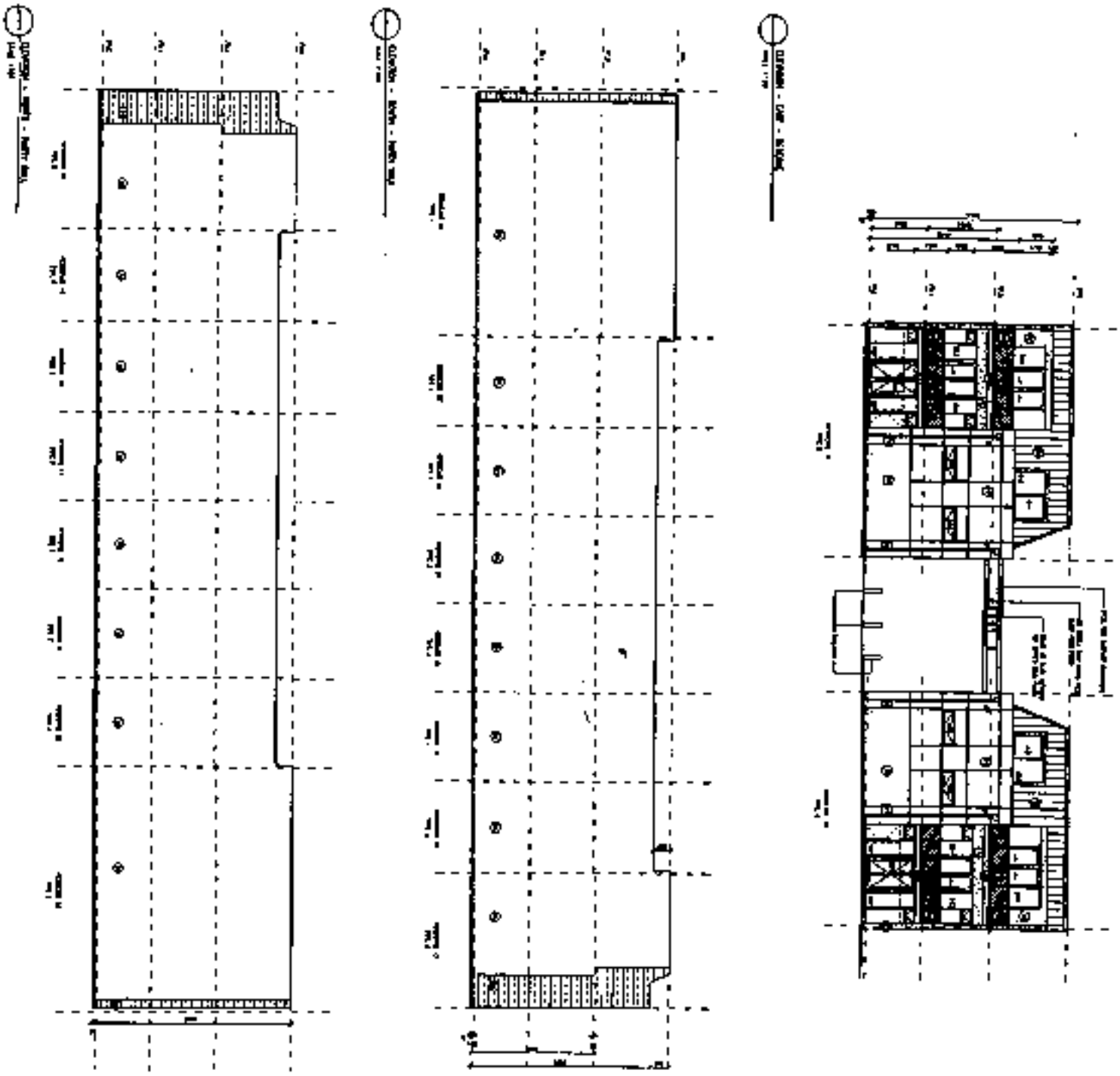

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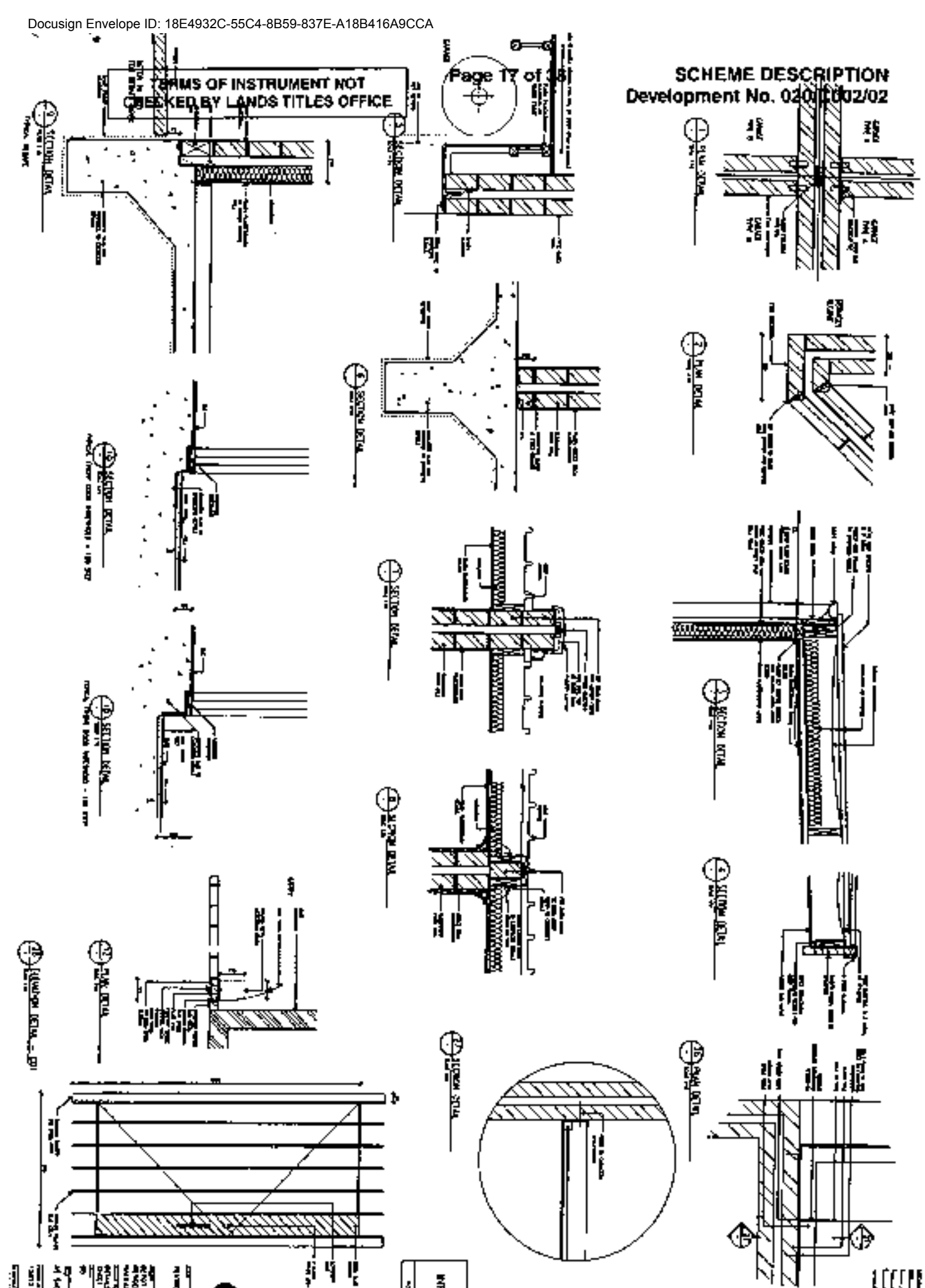

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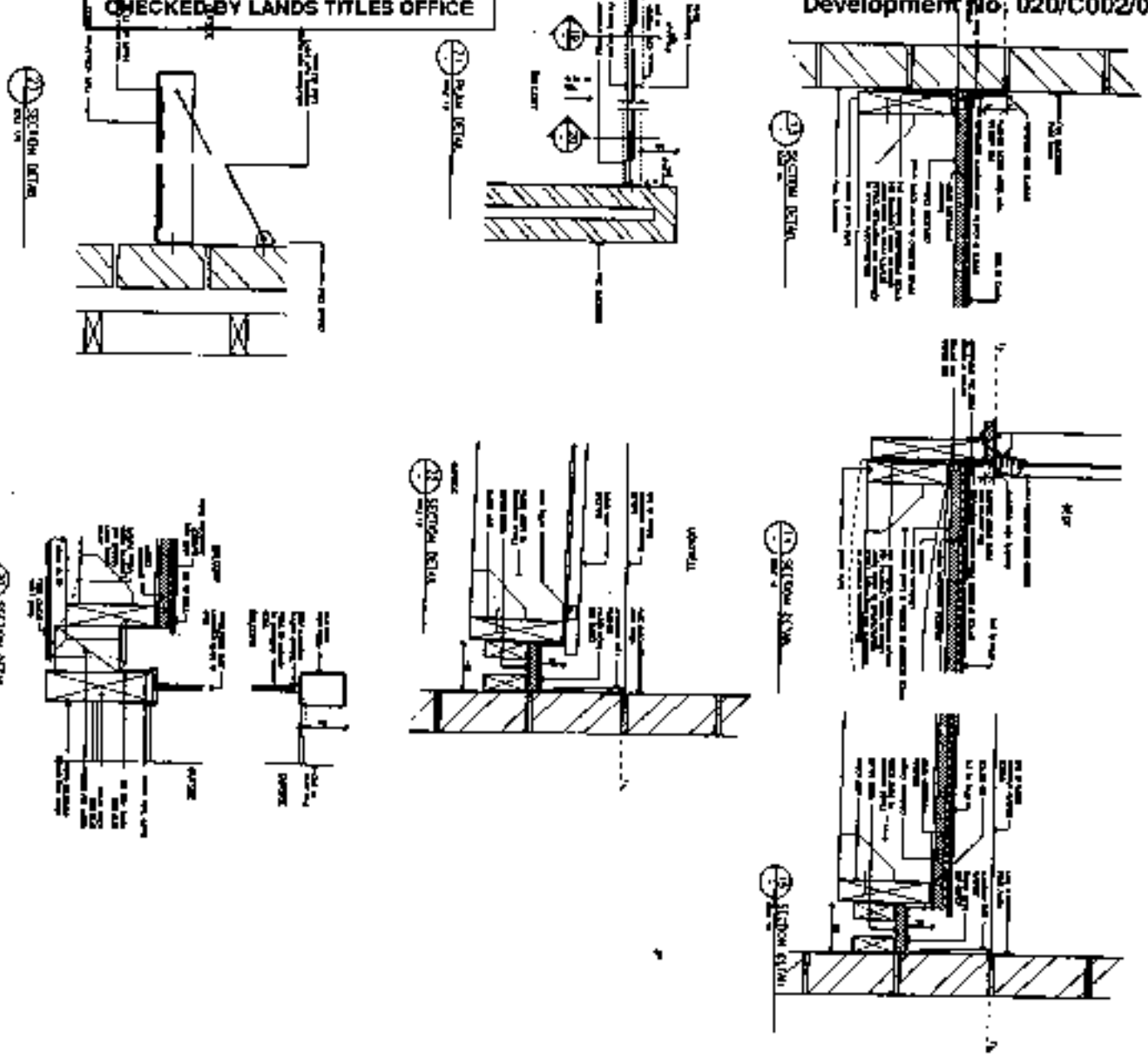

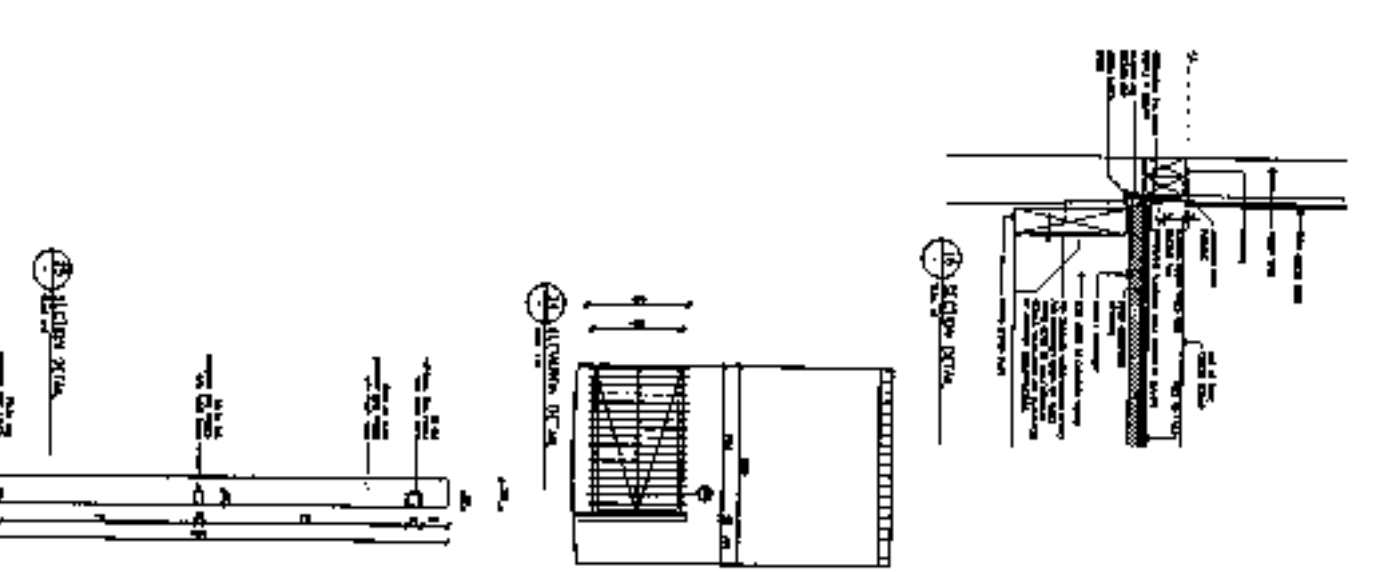

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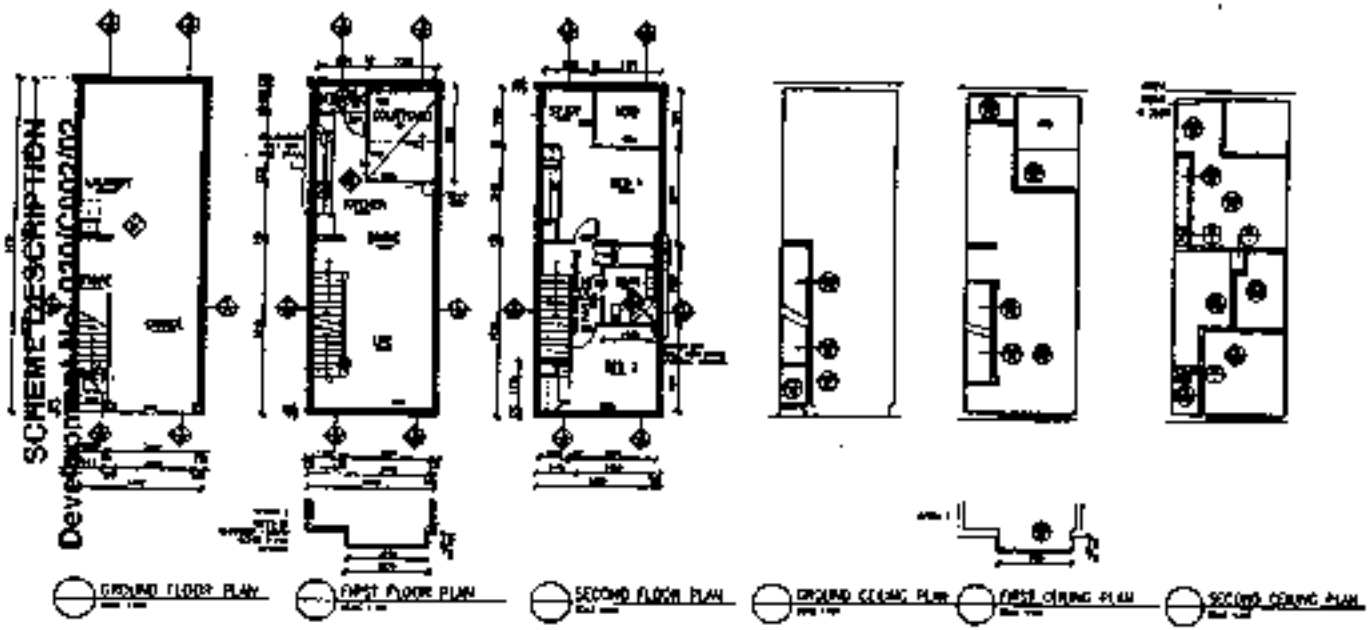

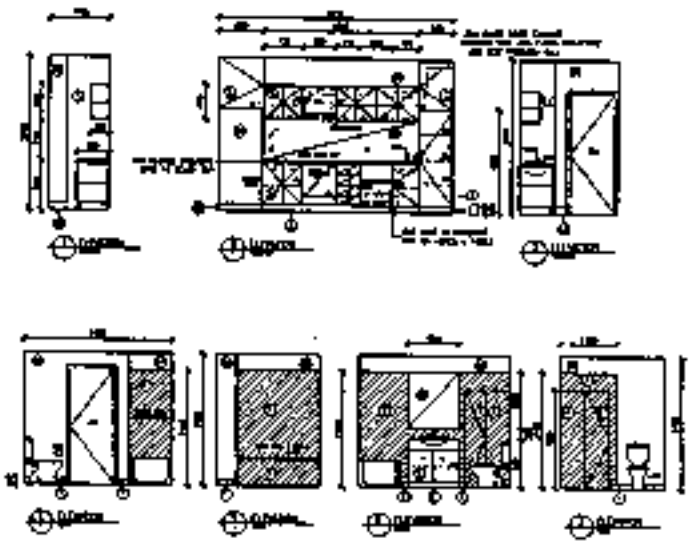

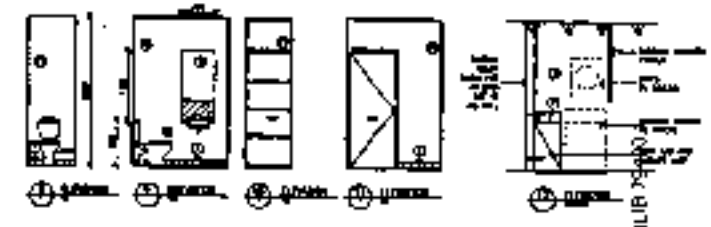



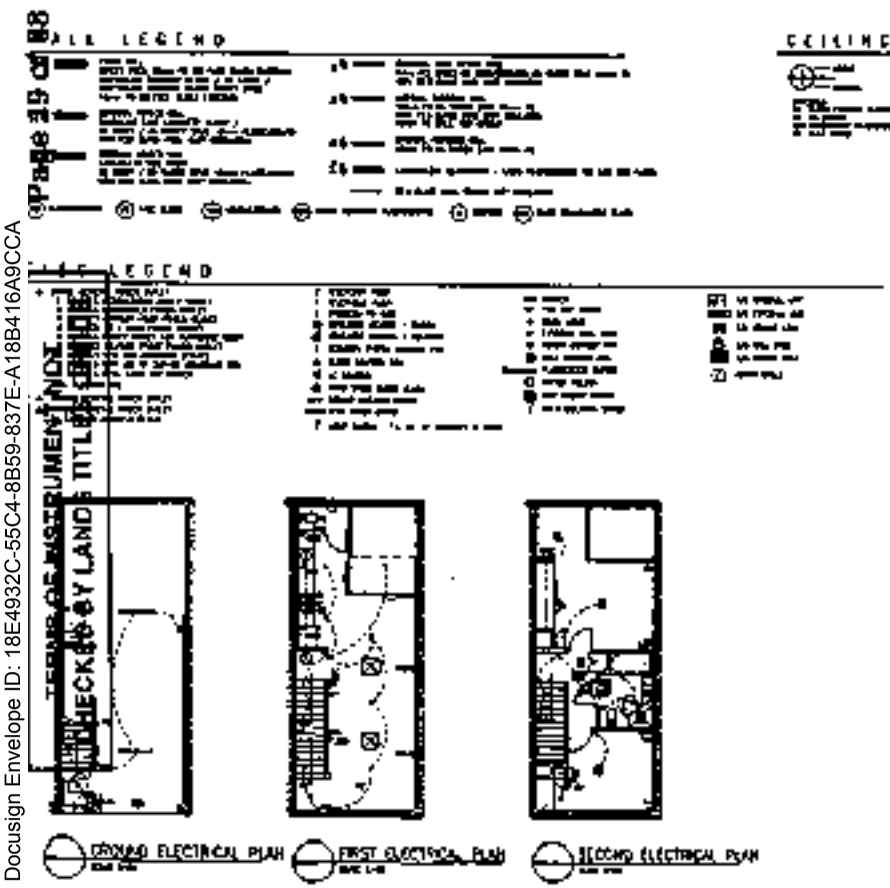

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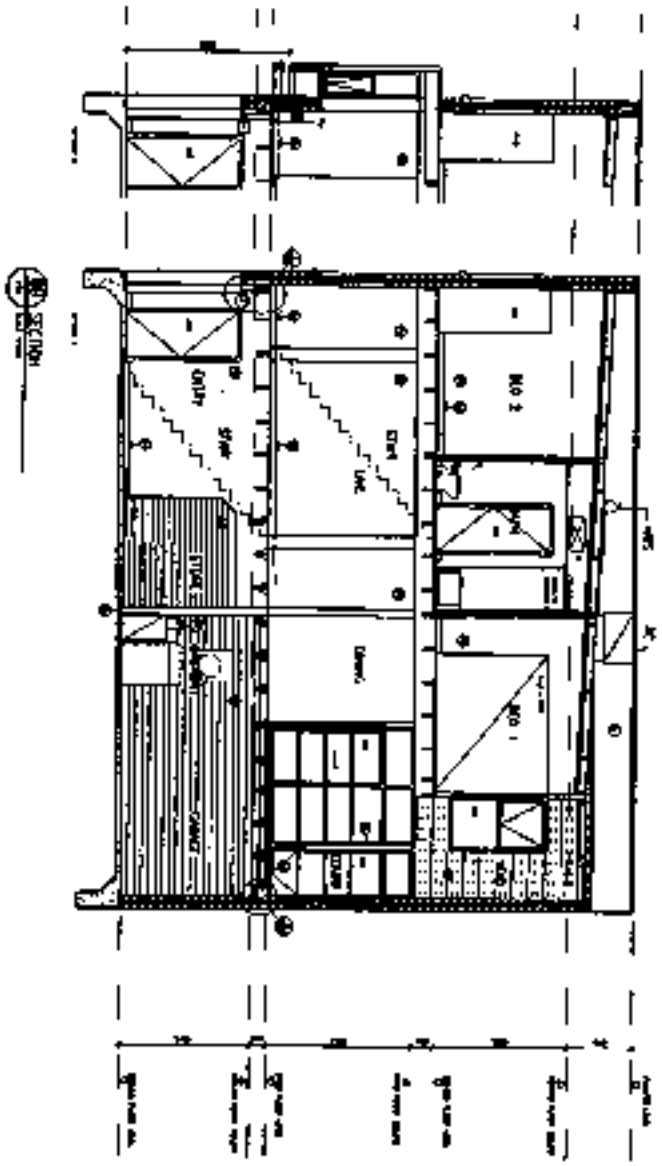

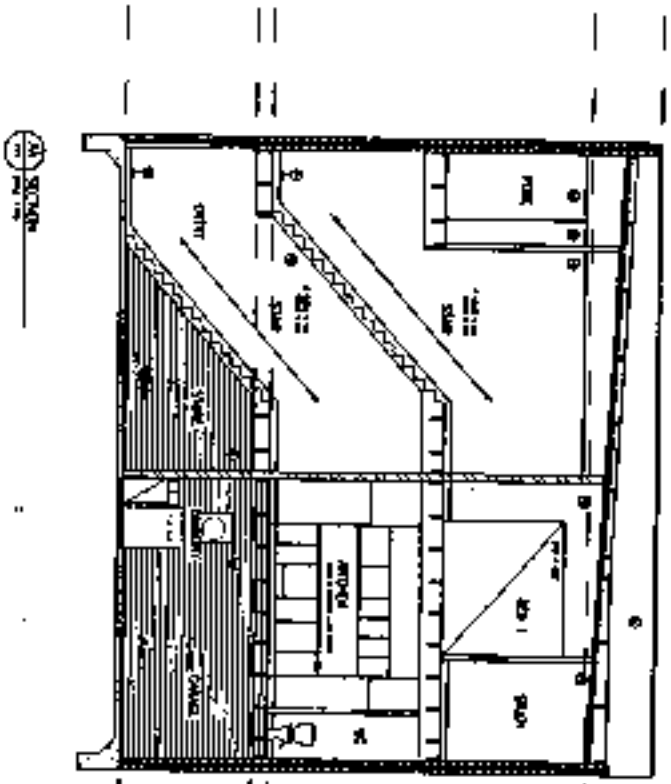

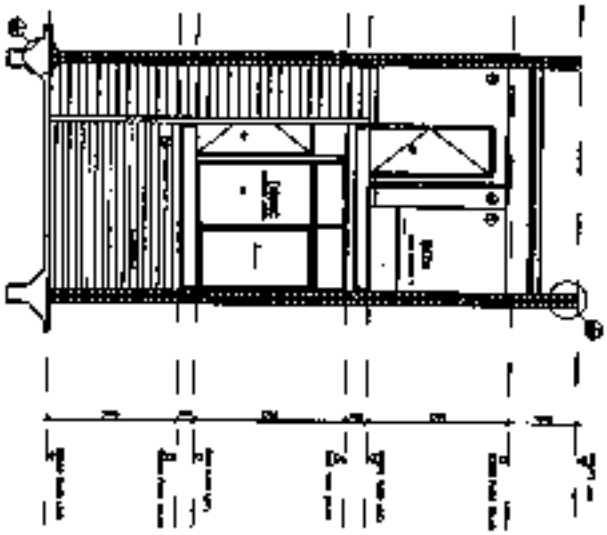





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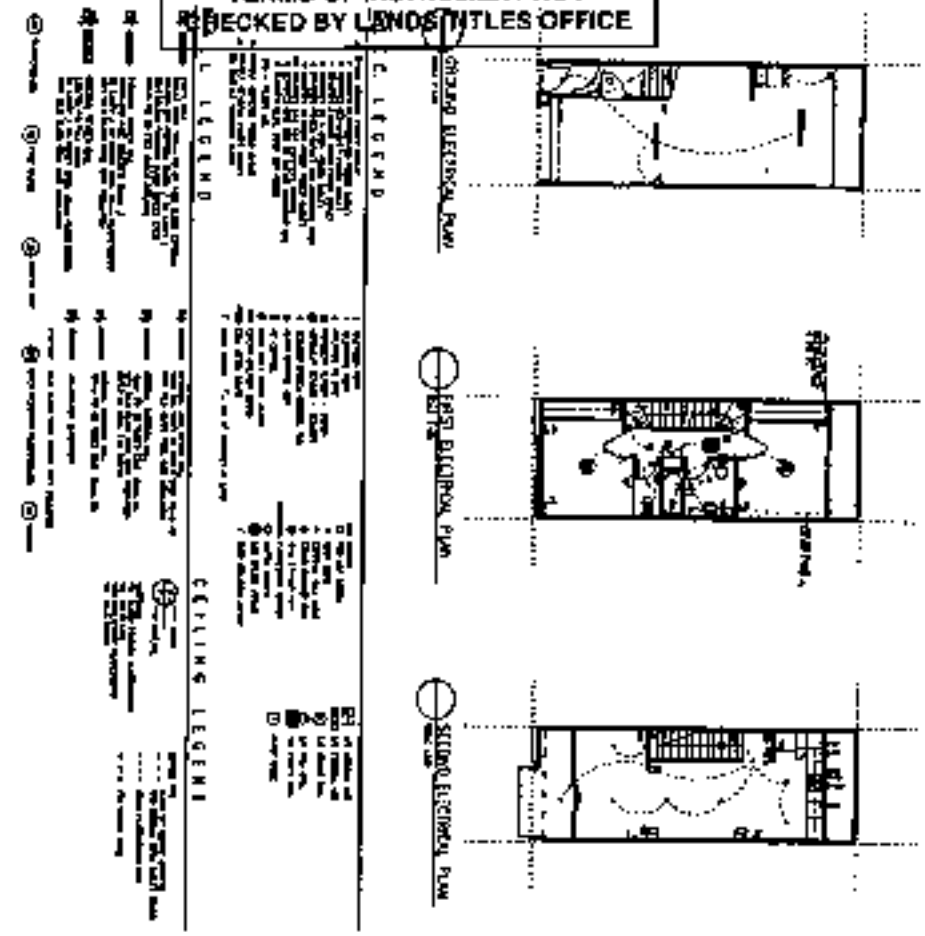

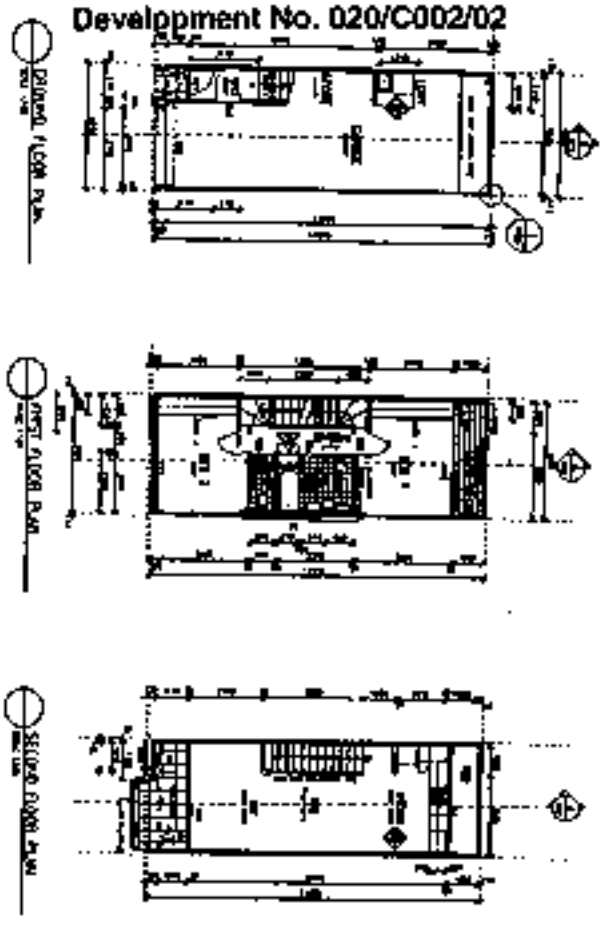

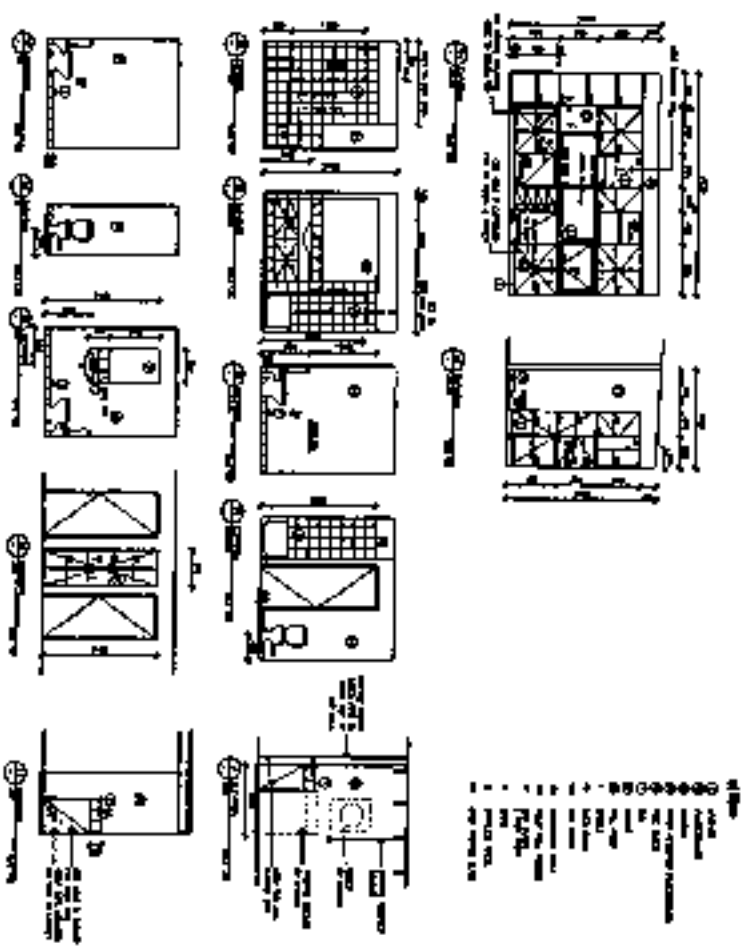

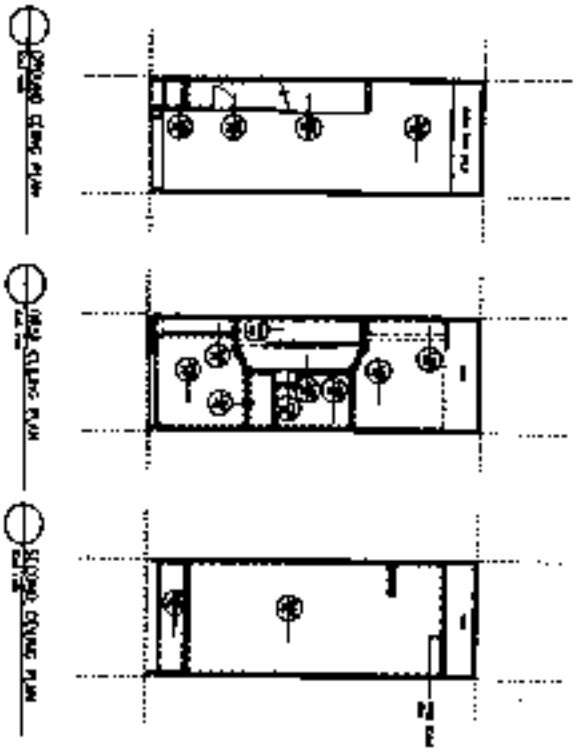

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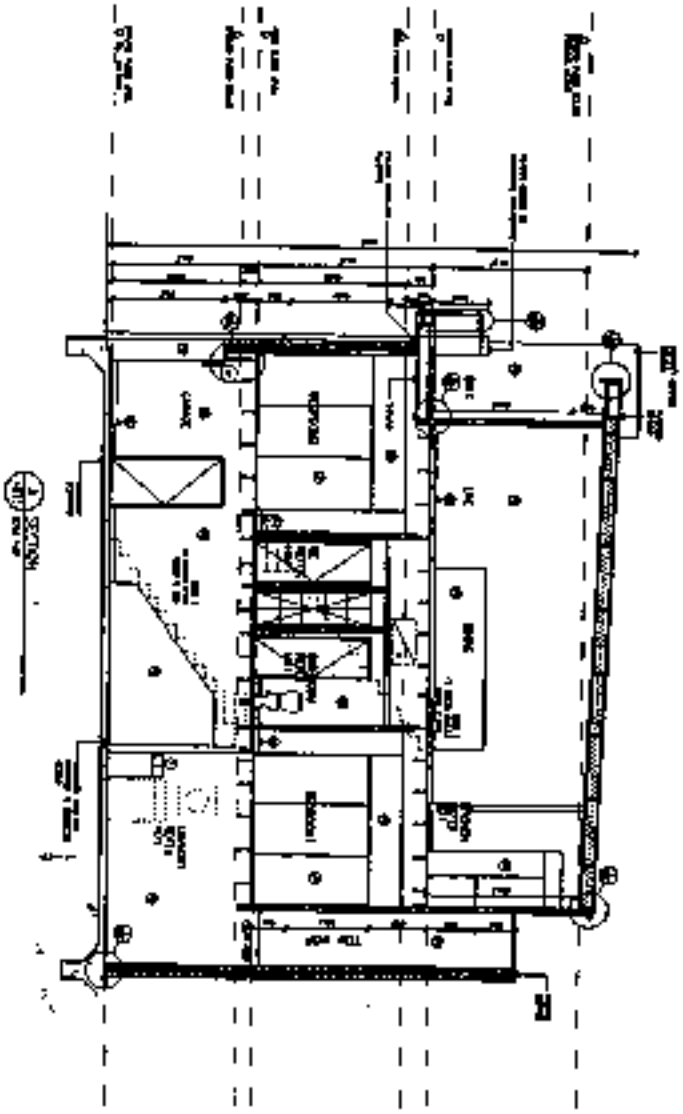

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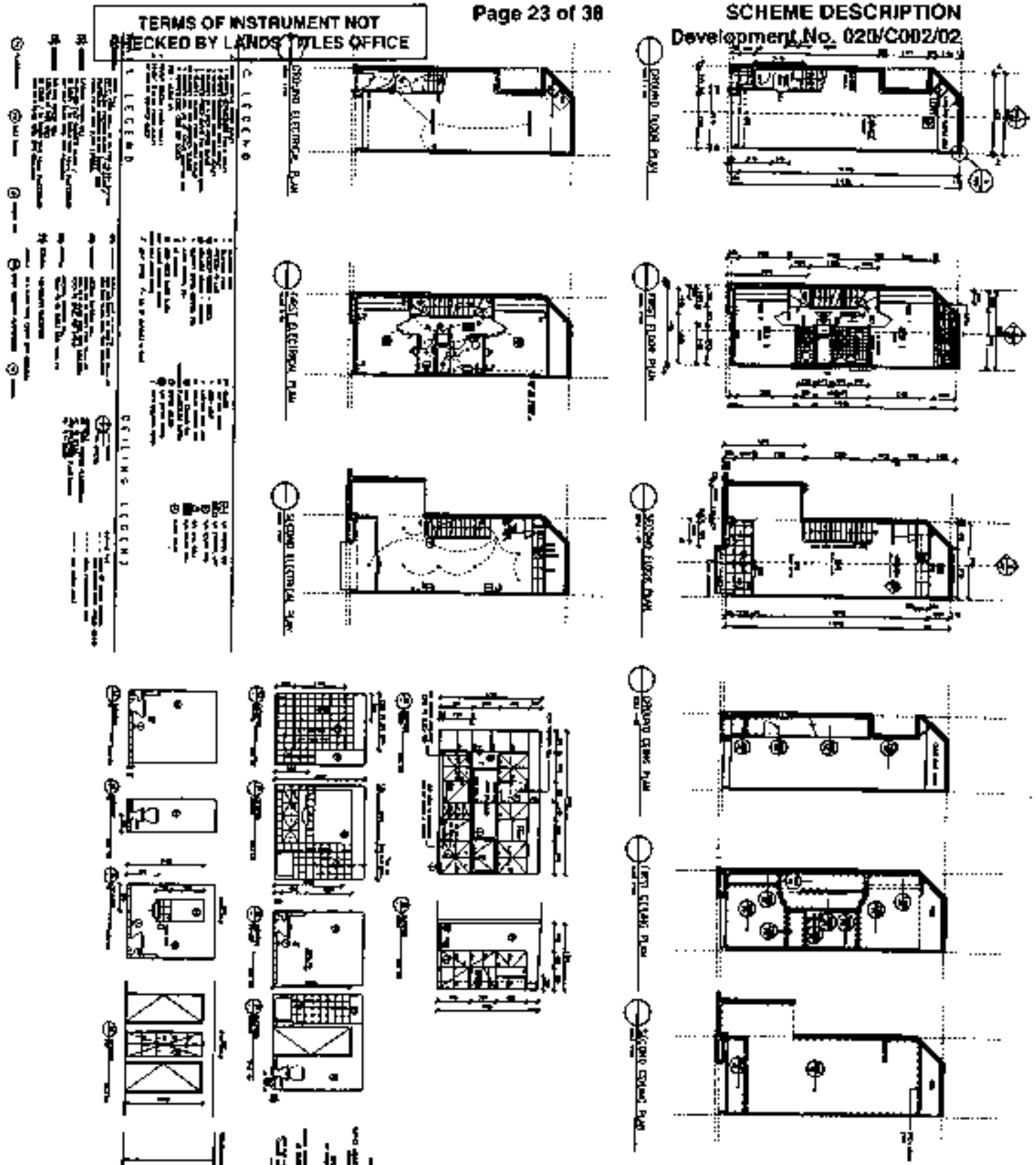

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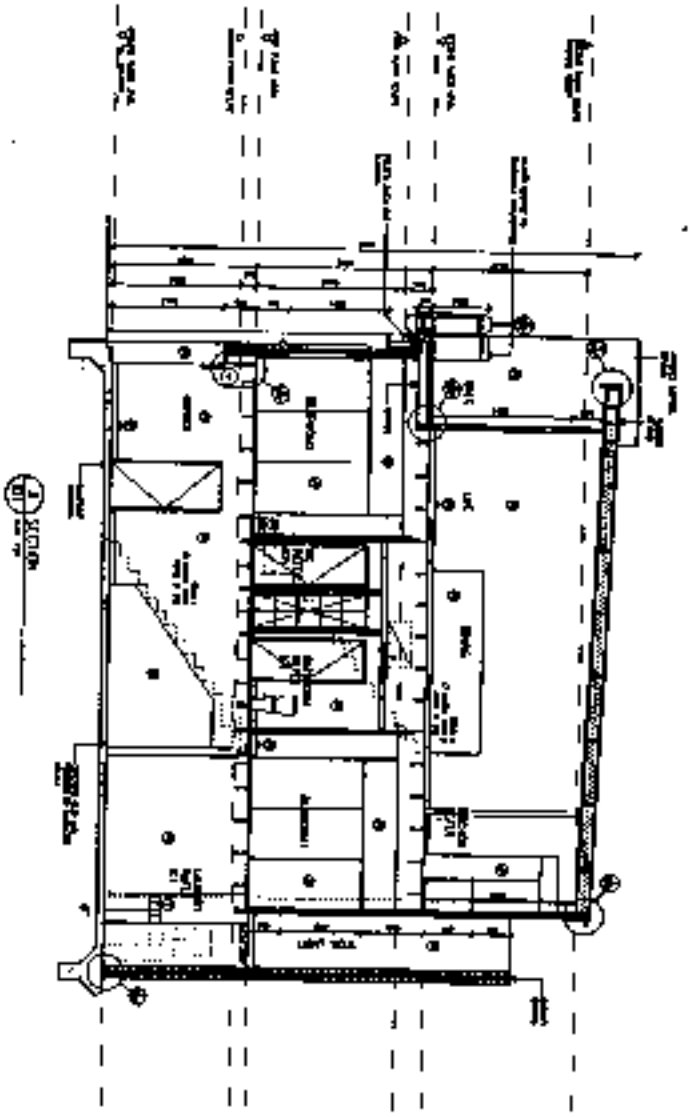

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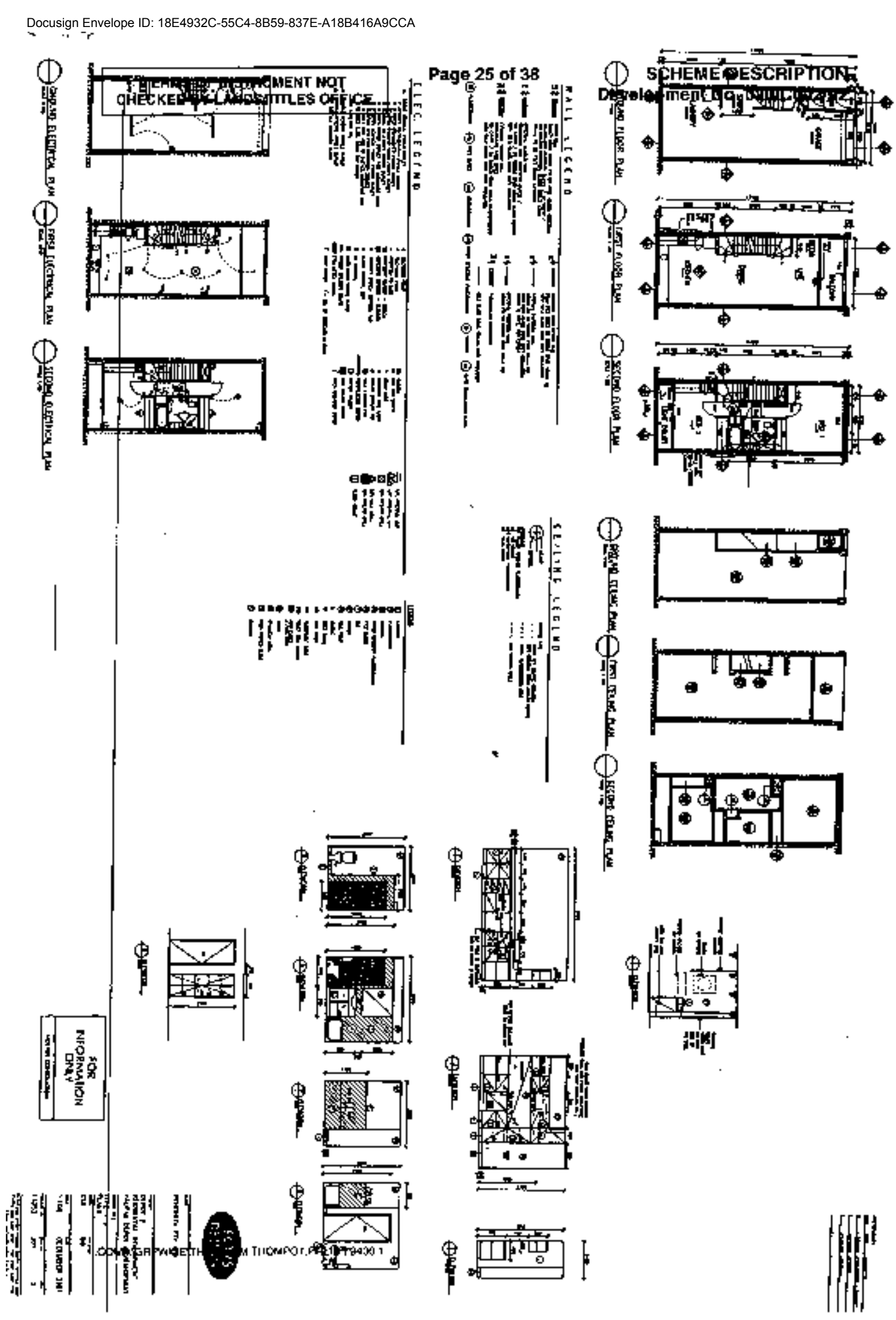

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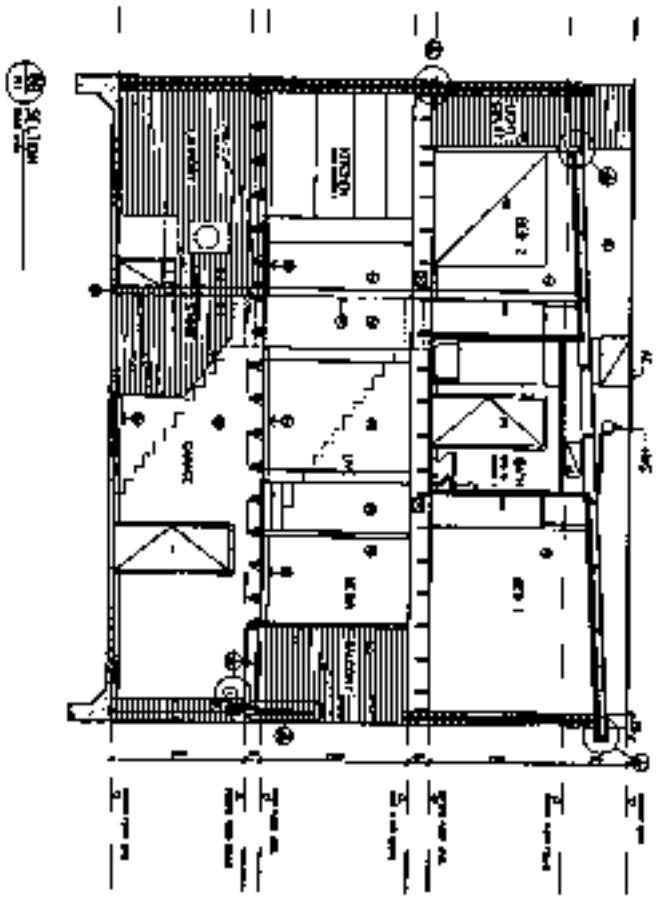

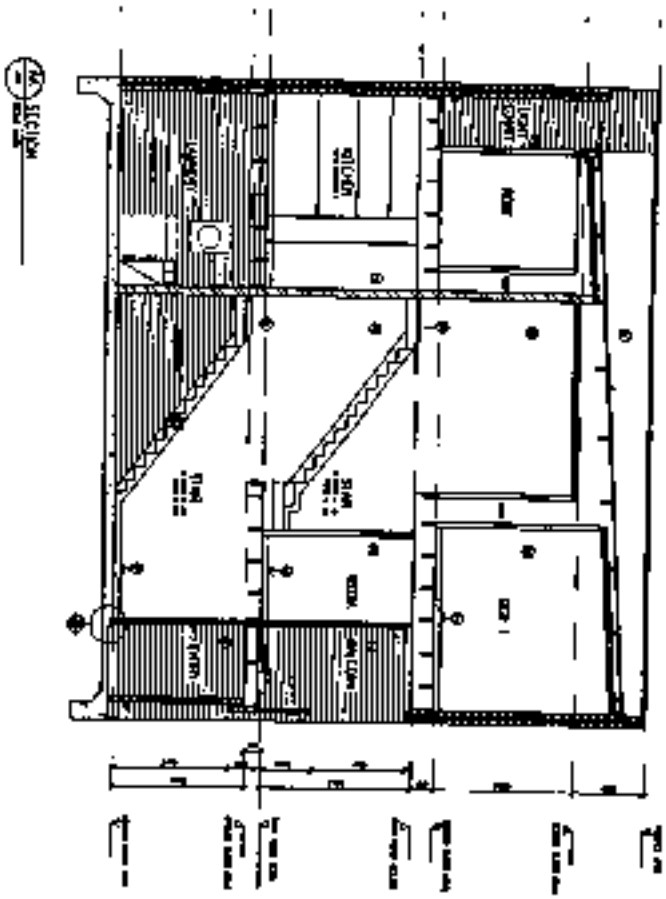

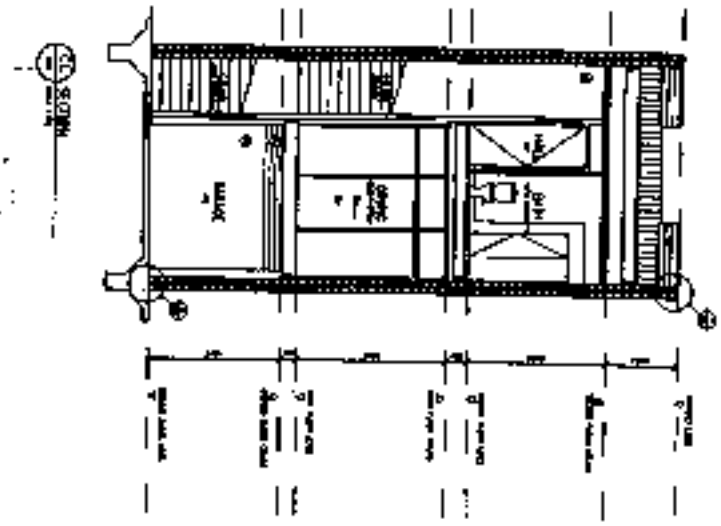





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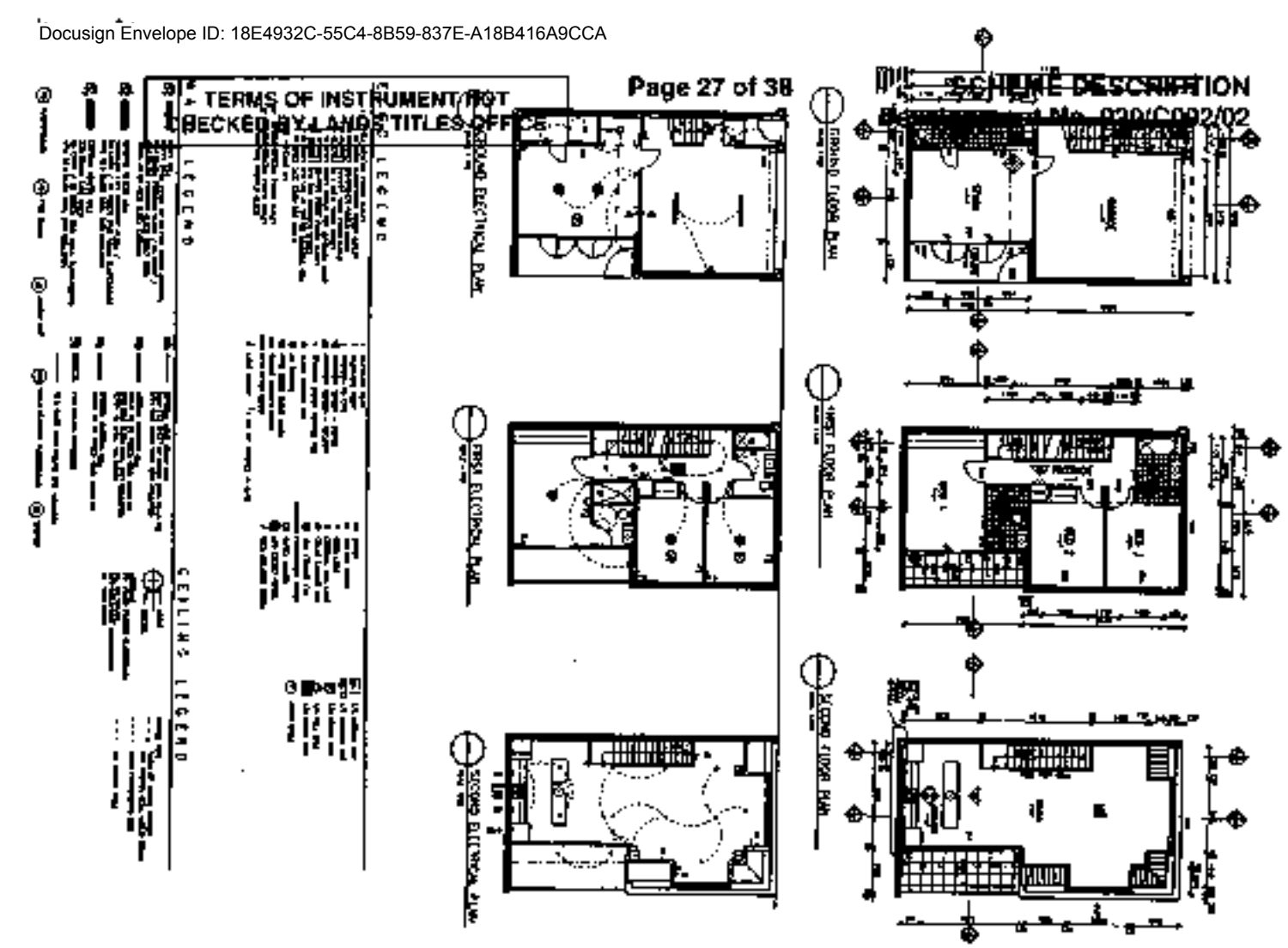

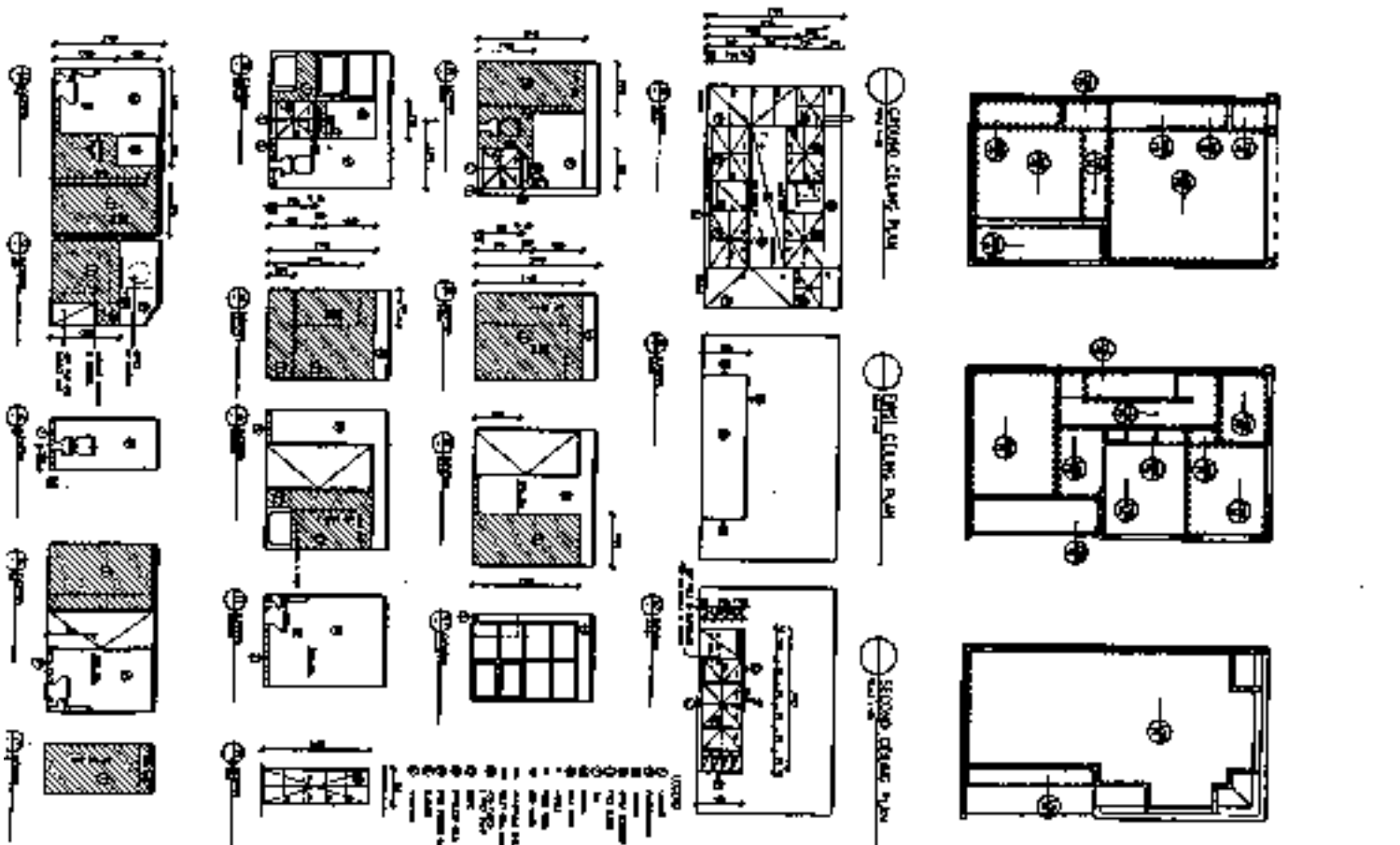

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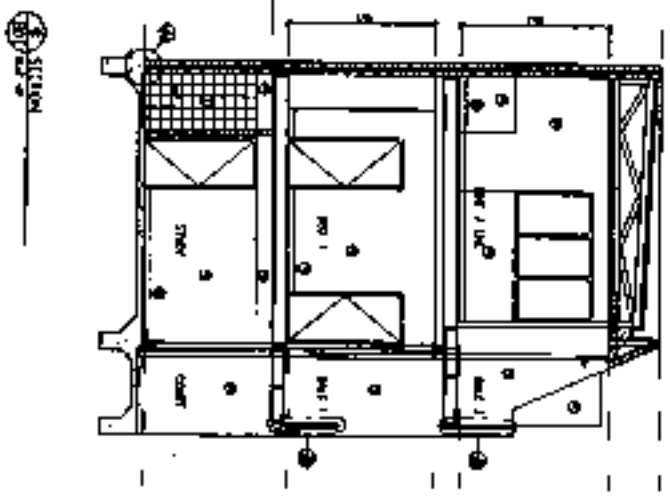



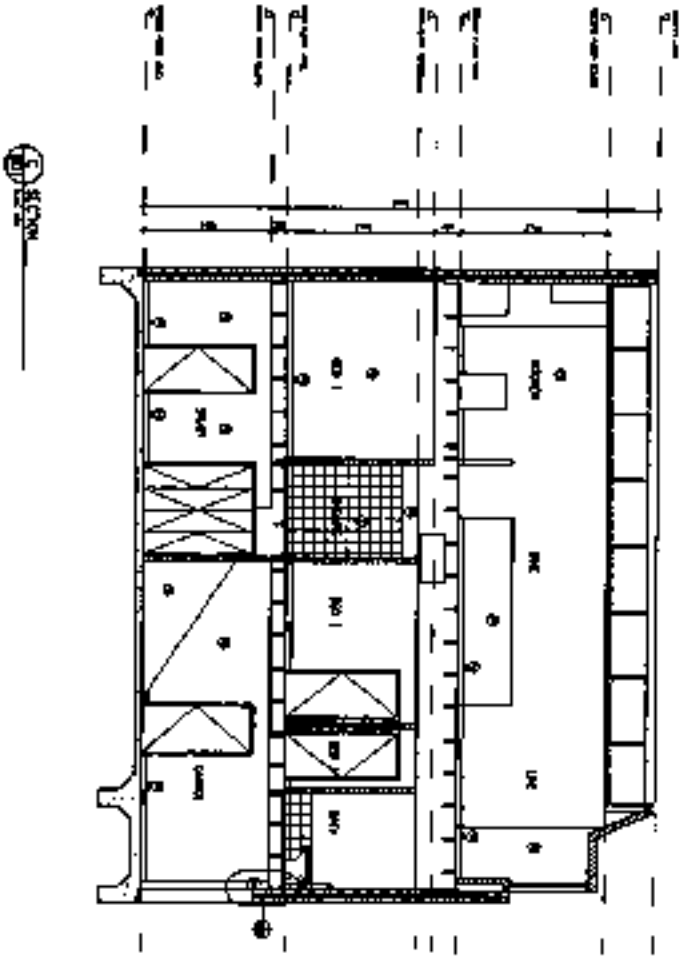

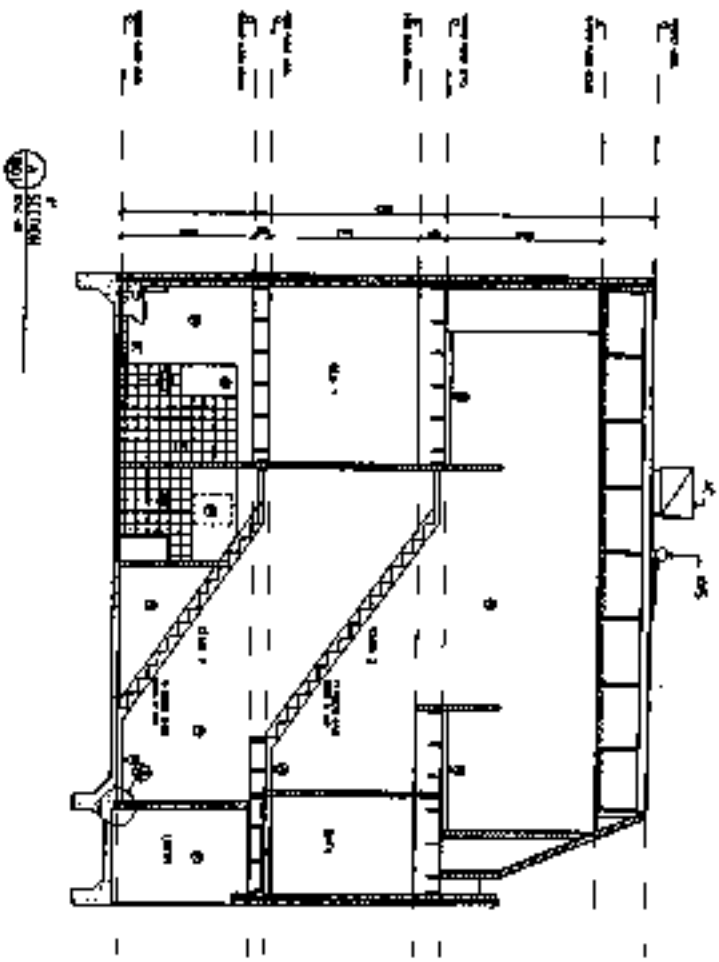

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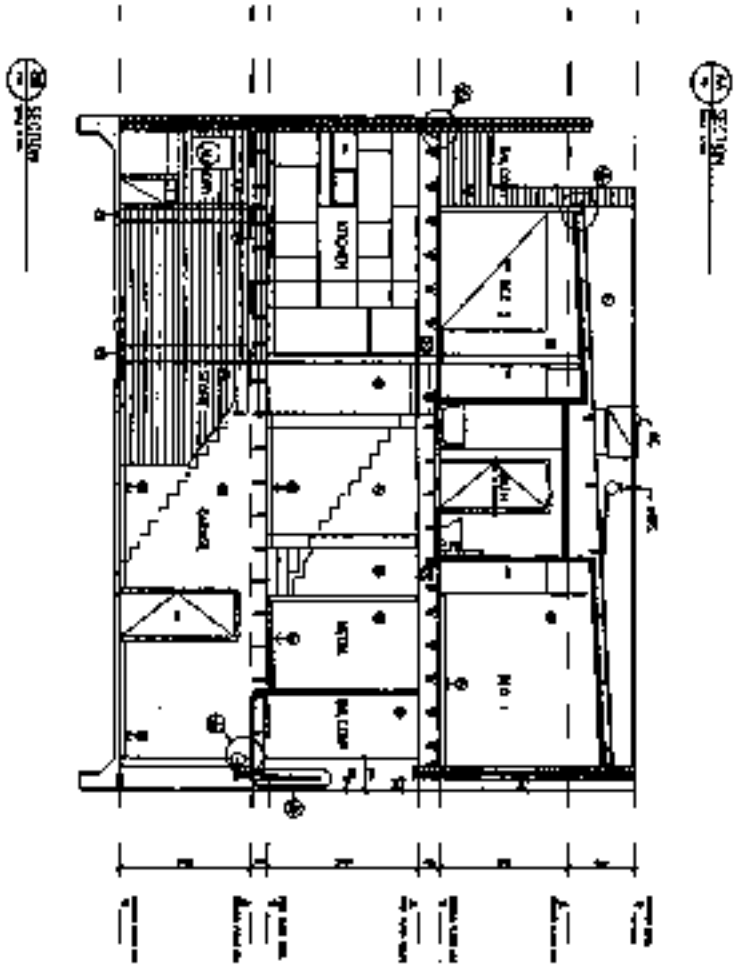

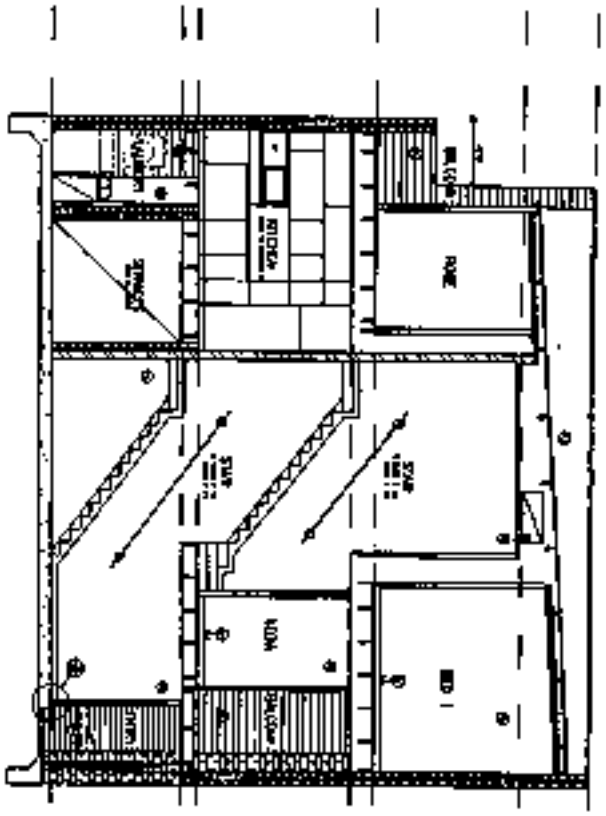

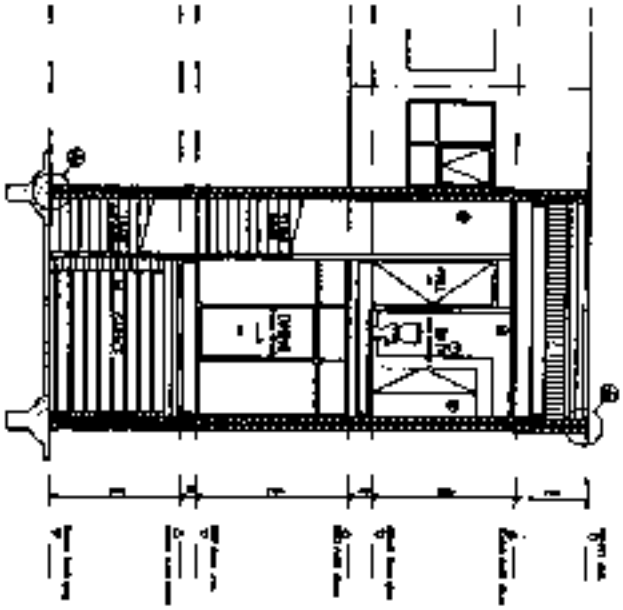

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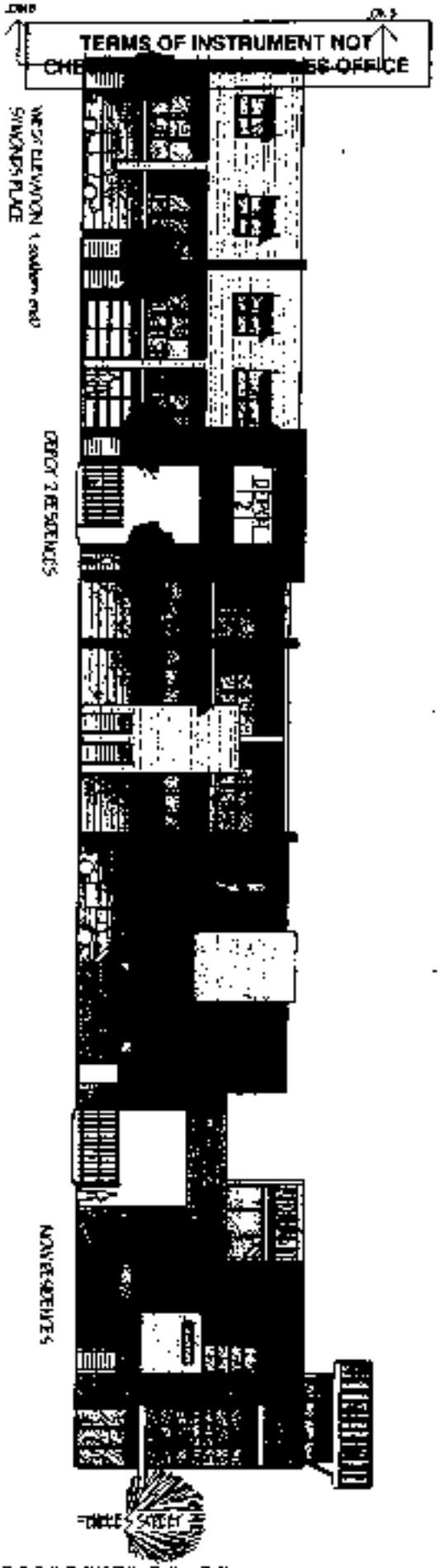

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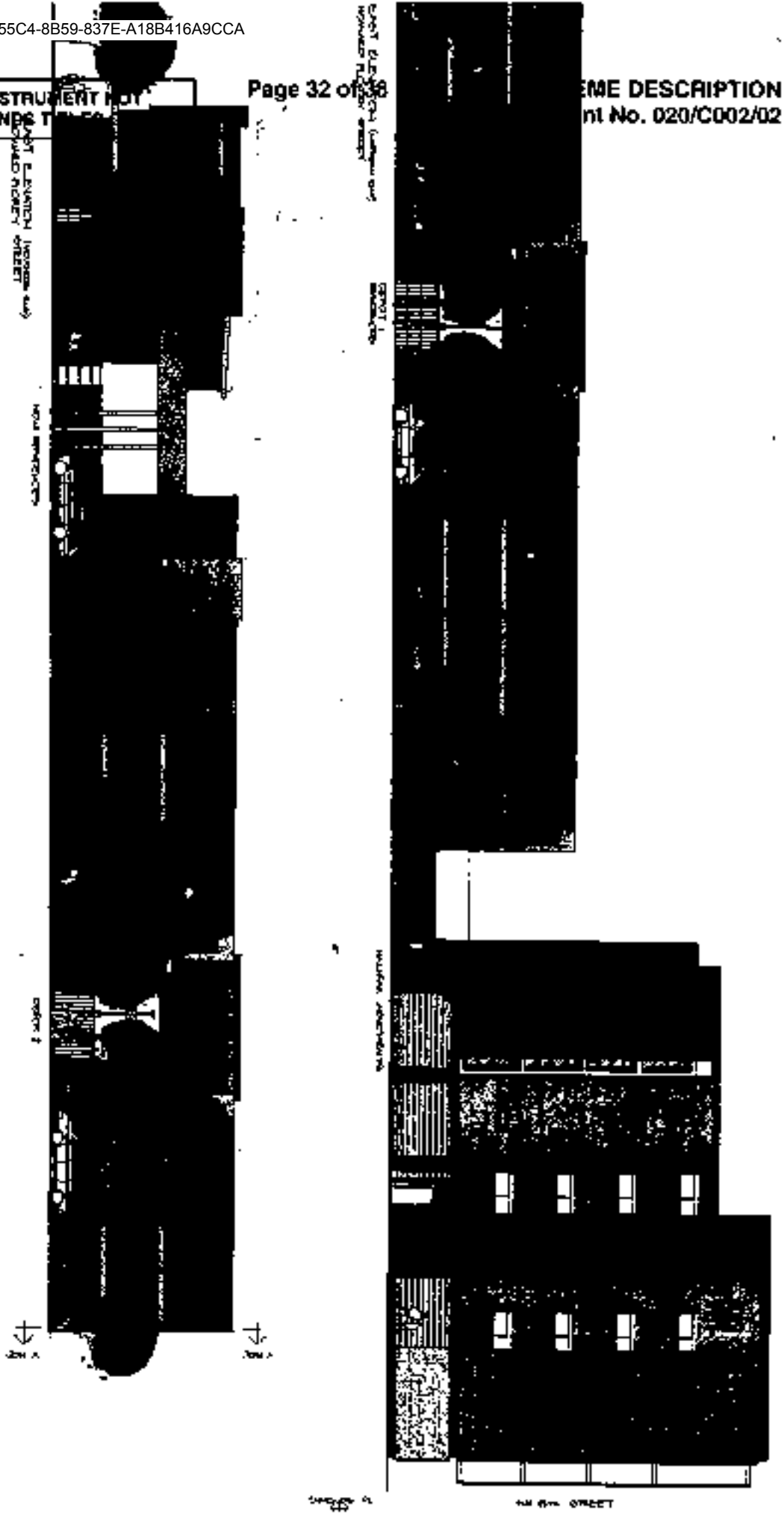



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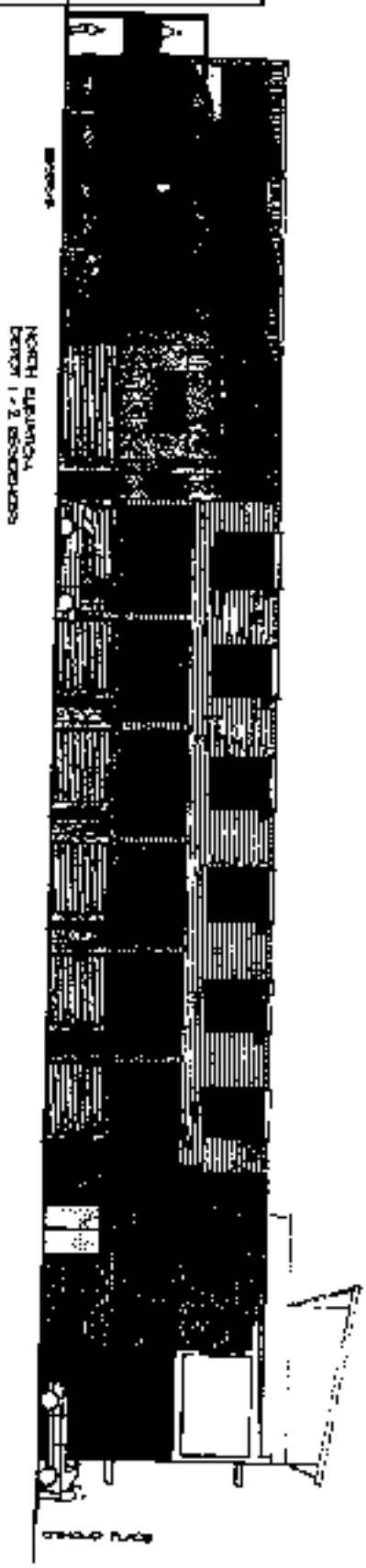

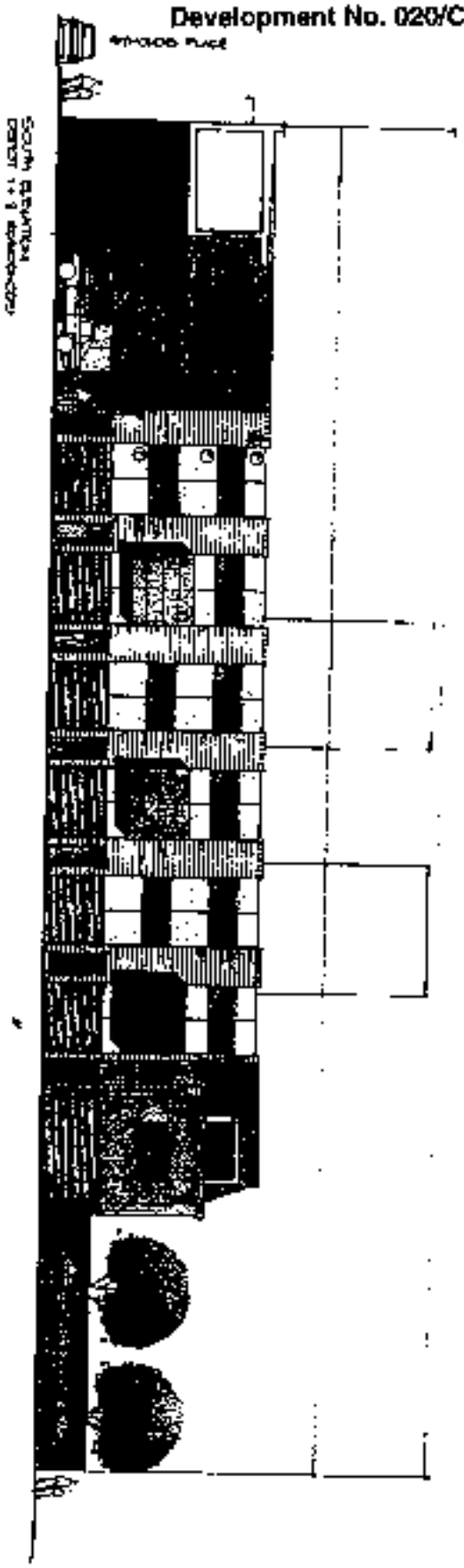



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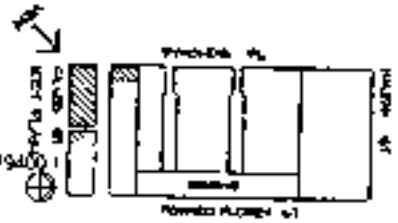

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ANNEXURE C

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SCHEME DESCRIPTION
Development No. 020/C002/02

ADELAIDE CITY COUNCIL
Adelaide City Council
ABN 20 903 762 572
Customer Centre
25 Pirie Street Adelaide
South Australia
GPO Box 2252 Adelaide SA 5001

Tel 08 8203 7203
Fax 08 8203 7575
Email city@adelaide.sa.gov.au

Enquiries: Catherine Hollingsworth (8203 7207)
Reference: 1999/00256-9

DECISION NOTIFICATION FORM

FOR DEVELOPMENT APPLICATION DATED 08 February 2002

REGISTERED ON 08 February 2002

DEVELOPMENT NUMBER
020/C002/02
CO/2/2002

TO: PENTROTH P/L
C/- Calder Harris Surveyors P/L
PO BOX 67
UNLEY SA 5061

LOCATION OF PROPOSED DEVELOPMENT: 22-38 Symonds Place, ADELAIDE SA 5000, 32-48 Gilles Street, ADELAIDE SA 5000

CT: Volume Folio

Nature of Proposed Development: **Community Titles - create 20 titles from 1**

From **PENTROTH P/L**

In respect of the proposed development you are informed that:

NATURE OF CONSENT	CONSENT STATUS	DATE OF DECISION	NO. OF CONDITIONS
Provisional Development Plan Consent	Consent	10 May 2002	1
Community Title Consent	Consent	10 May 2002	3
Development Approval	Approved	10 May 2002	4

~~Details of the building classification and the approved number of occupants under the Building Code are attached.~~

~~# representation(s) from third parties concerning your category 3 proposal were received.~~

~~Where were third party representations any consent/approval or consent/approval with conditions does not operate until the periods specified in the Act have expired.~~

Reason 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 works or change the use of the land until you have also received notification of a Development Approval.~~

Date of Decision: 10 May 2002

Signed: .....

Date: 13.5.02

[ ] Development Assessment Commission or delegate
[✓] Council Chief Executive Officer or delegate
[ ] Private Certifier
[3] Sheets Attached

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SCHEME DESCRIPTION
Development No. 020/C002/02

DEVELOPMENT NUMBER

CO/2/2002

FOR DEVELOPMENT APPLICATION:

DATED 08 February 2002
REGISTERED ON 08 February 2002

LOCATION OF PROPOSED DEVELOPMENT:

22-30 Symonds Place, ADELAIDE SA 5000

CT: VOLUME: FOLIO:

CONDITIONS OF DEVELOPMENT APPROVAL ARE AS FOLLOWS:

1. **The development herein granted Provisional Development Plan Consent shall be undertaken in accordance with the plans and details accompanying the application to the satisfaction of Council except where varied by conditions below (if any).**

Reason: To ensure that the development is undertaken in accordance with the plans and details submitted.

2. **The financial requirements of the SA Water Corporation shall be met for the provision of water supply and sewerage services (SA Water 884/02 Water/Sewer).**

Reason: To satisfy the requirements of the Development Assessment Commission.

3. **Any necessary alterations, extensions or additions to water, sewer and electricity and gas services shall be carried out at the expense of the applicant to the satisfaction of the relevant supply authority.**

Reason: To ensure provision of services to the satisfaction of the relevant authority.

4. **Payment of $14244 shall be made into the Planning and Development Fund (7.9 allotments @ $1785 per allotment). Cheques shall be made payable and marked "Not Negotiable" to the Development Assessment Commission and payment made at Level 5, 136 North Terrace, Adelaide, or sent to GPO Box 1815, Adelaide, 5001.**

Reason: To satisfy the requirements of the Development Assessment Commission.

If you are dissatisfied with these conditions a right of appeal exists, within two (2) months of the receipt of this letter.

Appeals should be lodged with or enquiries made to the Registrar, Environment, Resources and Development Court, Sir Samuel Way Building, Victoria Square, Adelaide, 5000 (Postal Address: GPO Box 2465 Adelaide 5001).

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DEVELOPMENT NUMBER: CO/2/2002

LOCATION OF PROPOSED DEVELOPMENT: 22-30 Symonds Place, ADELAIDE SA 5000

ADVICES:-

The following matters are not conditions of the decision but require your further attention:

Street Numbering

Any street numbering which may have been indicated on this application has neither been approved nor denied. The correct street addressing for this development can be confirmed by contacting the Rates and Valuation Section on 8203 7420 or 8203 7426.

Commencement and Completion

Pursuant to Regulation 74, the Council must be given one business day's notice of the commencement and the completion of the building work on the site.

Expiration Time of Approval (Land Division)

Pursuant to the provisions of Regulation 48 of the Regulations under the Development Act 1993, this consent / approval will lapse at the expiration of 12 months from the operative date of the consent / approval unless an application for a certificate under Section 51 of the Act has been lodged with the Development Assessment Commission within such period in which case the consent / approval will lapse at the expiration of 3 years.

Certificate of Title

Information from the Lands Titles Office has revealed that the subject land is contained in portion of Certificates of Title Volume 5812, Folios 66 and 67. Data and endorsements as shown on DA 020/C002/02 (CO/0002/02) are subject to certified survey and acceptance by the Registrar General for deposit in the Lands Titles Office

Stormwater

The connection of stormwater to any part of the Adelaide City Council's underground drainage system shall be in accordance with the requirements of the Asset Manager Stormwater, telephone 8203 7610.

Public Utilities

The applicant must ensure there is no objection from any of the public utilities in respect of underground or overhead services and any alterations that may be required are to be at the applicant's expense.

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SINKING FUND BUDGET

22-30 Symonds Place (Veale Lane)

Adelaide SA 5000

Community Corporation 21440



Report details	
Inspection date:	21/09/2020
Inspector:	Ralph Cois

NEW SOUTH WALES
Level 5, 115 Pitt St Sydney 2000
PO Box A72 Sydney South NSW 1235

QUEENSLAND
9 Gardner Close, Milton 4064
PO Box 1584 Milton 4064

VICTORIA
Level 1, 1 Queens Rd Melbourne 3004
GPO Box 3025 Melbourne 3001

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ABN 77 079 173 194

24 September 2020

The Managing Committee

22-30 Symonds Place (Veale Lane)
Adelaide SA 5000

Dear Committee Members,

Thank you for appointing our company to conduct your Sinking Fund Budget.

Based on our survey of your property, we have determined that the Community Corporation will need only to allow contributions to increase with inflation in order to cover its forecast maintenance fund expenses. We strongly recommend that the levies be set at the level shown in this report.

This budget should be updated regularly to account for actual changes in construction and maintenance costs, unanticipated changes in the property's condition over time, changes in legal requirements and any discrepancies between the forecast and actual maintenance fund balances. Regular updates also create peace of mind and assist the Community Corporation to manage the risk of litigation from individual owners (current and future) for breaches of its duty to maintain the common property by providing reasonable, up-to-date estimates of the cost of necessary maintenance work and repairs.

Key Report Data Levies Summary – First Financial Year

Levy Per Unit Entitlement (Total sinking fund levy divided by unit entitlements)	$1.34
Total Unit Entitlements	1940
Total Sinking Fund Levy	$2,600.00

The data used to arrive at the above figures is in the attached report. It is designed for ease of reading. For your convenience here is your Report Index:

Report Index	**Page No.**
Owners Report Summary	**Section 1**
Building Details and Report Inputs Page	2
15 Year Cash Flow Tracking & Graph	3
Report Detail	**Section 2**
15 Year Anticipated Expenditure Table	4
Building Data List from Property Inspection	5
Inspector's Building Report & Building Specific Report Notes	6
Report Notes	7

All services provided by Solutions in Engineering are supplied on the basis of our 'Supply Terms and Conditions' which are available from our Office and from our website www.solutionsinengineering.com

If you have any questions regarding your report or need our specialised services in Professional Safety Reports, Insurance Valuations, Maintenance Reports, Asbestos Audits or Balustrade Testing call us on 1300 136 036 or email enquiry@solutionsinengineering.com.

Yours sincerely,

The Team at Solutions in Engineering

Building Details & Report Inputs

Supplied information

Building Address	22-30 Symonds Place (Veale Lane) Adelaide SA 5000
Community Corporation No	21440
Plan Type	Community Corporation
Registered Plan Date/Year of Construction	Reg. 2002
Number of Lot Entitlements	1940
Number of Units	20
Estimated Starting Sinking Fund Balance	$25,120
Starting date of Financial Year for Report	1/07/2020
GST Status	Not Registered for GST
Current Sinking Fund Levy per Lot Entitlement	$1.34

Report assumptions & information

Assumed Interest Rate on invested funds (For funds over $10,000 in an average term)	2.80%
Company Taxation Rate	27.50%
Interest on Invested Funds - Based on Assumed Interest Rate minus Company Taxation Rate. Calculated only on sinking fund balances over $10,000.	2.03%
Contingency Allowance - For minor and/or unforeseen expenses	10%
Assumed Building Cost Inflation Rate – based on average annual building cost over the past five years	3.00%
Forecast Period - Number of years the forecast looks out.	15 years

15 Year Levy Table

Year	Year To	Total Contribution	Contribution per Lot Entitlement	Quarterly Contribution
1	30/06/2021	2,600.00	1.34	0.34
2	30/06/2022	2,678.00	1.38	0.35
3	30/06/2023	2,758.34	1.42	0.36
4	30/06/2024	2,841.09	1.46	0.37
5	30/06/2025	2,926.32	1.51	0.38
6	30/06/2026	3,014.11	1.55	0.39
7	30/06/2027	3,104.53	1.60	0.40
8	30/06/2028	3,197.67	1.65	0.41
9	30/06/2029	3,293.60	1.70	0.43
10	30/06/2030	3,392.41	1.75	0.44
11	30/06/2031	3,494.18	1.80	0.45
12	30/06/2032	3,599.01	1.86	0.47
13	30/06/2033	3,706.98	1.91	0.48
14	30/06/2034	3,818.19	1.97	0.49
15	30/06/2035	3,932.74	2.03	0.51

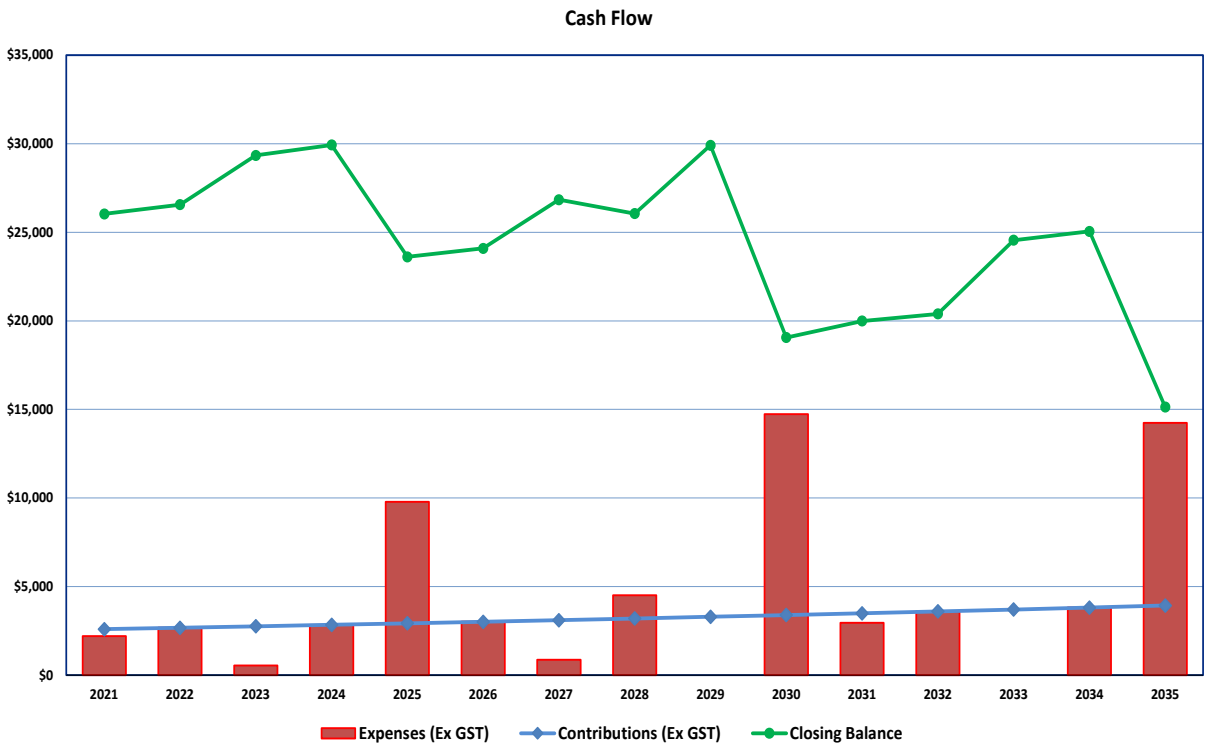
15 Year Cash Flow Tracking Sheet

The table below shows the cash flow starting with the anticipated **'Opening Balance'** at the start of the first financial year which you provided to us. We then add the **'Total Levy Contributions'** for the year and any **'Interest'** on balances greater than $10,000. Any **'Anticipated Expenses'** are then allowed for leaving a **'Closing Balance'** for the year which in turn becomes the **'Opening Balance'** for the following year. In summary:
Opening Balance + Total Levy Contributions + Interest – Anticipated Expenses = Closing Balance

Year	Year To	Opening Balance	Total Levy Contributions	Interest	Anticipated Expenses	Closing Balance
1	30/06/2021	25,120.00	2,600.00	514.01	2,199.00	26,035.01
2	30/06/2022	26,035.01	2,678.00	528.48	2,681.00	26,560.49
3	30/06/2023	26,560.49	2,758.34	561.64	545.00	29,335.47
4	30/06/2024	29,335.47	2,841.09	595.48	2,844.00	29,928.04
5	30/06/2025	29,928.04	2,926.32	537.97	9,780.00	23,612.33
6	30/06/2026	23,612.33	3,014.11	479.30	3,017.00	24,088.74
7	30/06/2027	24,088.74	3,104.53	511.70	868.00	26,836.97
8	30/06/2028	26,836.97	3,197.67	531.45	4,512.00	26,054.09
9	30/06/2029	26,054.09	3,293.60	562.33	0.00	29,910.02
10	30/06/2030	29,910.02	3,392.41	492.05	14,735.00	19,059.48
11	30/06/2031	19,059.48	3,494.18	392.38	2,955.00	19,991.04
12	30/06/2032	19,991.04	3,599.01	405.78	3,603.00	20,392.83
13	30/06/2033	20,392.83	3,706.98	451.60	0.00	24,551.41
14	30/06/2034	24,551.41	3,818.19	498.37	3,821.00	25,046.97
15	30/06/2035	25,046.97	3,932.74	403.78	14,245.00	15,138.49

15 Year Cash Flow Graph

The graph below tracks the 'Contributions' (the amount collected in levies), the projected 'Closing balance' of the sinking fund and the likely 'Expenses' for each year of this forecast. The three lines in the graph are:
Contributions line - Total sinking fund contributions per year.
Expenses line – Total anticipated expenses in each year.
Closing balance line – Shows the amount left in the fund bank account at the end of the year after all anticipated expenses have been allowed for.



Anticipated Expenditures Table Year 1 - 15

This table shows when expenses will occur in the next 15 years. From left to right the columns are:-
'Expenditure Items' - lists the different areas and items of expenditure.
'Current Cost' - shows the current maintenance expenditure costs in today's dollars.
'Year 1' to 'Year 15' - shows the costs in the year in which they occur including the 'Assumed Rate of Inflation' compounded annually until the cost is due.

At the bottom on each column there are three lines. Firstly, a **'Grand Total (Inc. GST)'** followed by a line calculating the '**Contingency Allowance (Inc. GST)'** for unforeseen and minor expenses and finally **'Total Expenses (Inc. GST)'** for that year. Please note: This page rounds figures to the nearest whole dollar.

Expenditure Item	Current Cost	Year 1 (2021)	Year 2 (2022)	Year 3 (2023)	Year 4 (2024)	Year 5 (2025)	Year 6 (2026)	Year 7 (2027)	Year 8 (2028)	Year 9 (2029)	Year 10 (2030)	Year 11 (2031)	Year 12 (2032)	Year 13 (2033)	Year 14 (2034)	Year 15 (2035)
1. DRIVEWAY																
Maintain / repair paved spoon drain (total: 25 m2)	792	-	-	-	-	891	-	-	-	-	1,033	-	-	-	-	1,198
Maintain stormwater drains and grates	1,141	-	-	-	-	1,284	-	-	-	-	1,489	-	-	-	-	1,726
Maintain / repair concrete surface (total: 253 m2) - 15%	4,973	-	-	-	-	5,597	-	-	-	-	6,489	-	-	-	-	7,522
Maintain / repair crazy pave surface (total: 21 m2)	994	-	-	-	-	1,119	-	-	-	-	1,297	-	-	-	-	1,504
Ceiling repaint	969	-	-	-	-	-	-	-	1,192	-	-	-	-	-	-	-
Mirror - dome safety mirror replacement (total: 2)	467	-	-	495	-	-	-	-	-	-	-	-	-	-	-	-
Security gate repaint	661	-	-	-	-	-	-	789	-	-	-	-	-	-	-	1,000
Maintain security gate	445	-	458	-	486	-	516	-	547	-	581	-	616	-	653	-
Maintain / repair vines and structure	1,921	-	1,979	-	2,099	-	2,227	-	2,363	-	2,506	-	2,659	-	2,821	-
Security gate motor replacement - small	1,999	1,999	-	-	-	-	-	-	-	-	-	2,686	-	-	-	-
Sub Total (Incl. GST)		**1,999**	**2,437**	**495**	**2,585**	**8,891**	**2,743**	**789**	**4,102**	**0**	**13,395**	**2,686**	**3,275**	**0**	**3,474**	**12,950**
Grand Total (Incl. GST)		**1,999**	**2,437**	**495**	**2,585**	**8,891**	**2,743**	**789**	**4,102**	**0**	**13,395**	**2,686**	**3,275**	**0**	**3,474**	**12,950**
Contingency Allowance (Incl. GST)		**200**	**244**	**50**	**259**	**889**	**274**	**79**	**410**	**0**	**1,340**	**269**	**328**	**0**	**347**	**1,295**
Grand Total Expenses (Incl. Contingency Allowance and GST)		**2,199**	**2,681**	**545**	**2,844**	**9,780**	**3,017**	**868**	**4,512**	**0**	**14,735**	**2,955**	**3,603**	**0**	**3,821**	**14,245**

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Building Data List from the Property Inspection for Community Corporation 21440

This table has all the data collected by the building inspector while inspecting the complex. The columns from left to right are:-

'Items' – identifies and describes the maintenance item
'Qty' – lets you know the quantity of that item in scope
'Unit' – is the unit rate used to measure the quantity
'Rate' – is the cost of each unit in dollars
'Value' – is the quantity (Qty) multiplied by the Rate ($)
'Next Due' - is the remaining life in years until an item needs money spent on it.
'Total Life' - is the total life the item after it is replaced, repaired or repainted.
'Comments' – details any useful explanatory notes for the item.

Items	Qty	Unit	Rate ($)	Value ($)	Next Due	Total Life	Comments
1. DRIVEWAY							
Maintain / repair paved spoon drain (total: 25 m2)	1	Item	792.45	792.00	5	5	Ongoing maintenance program
Maintain stormwater drains and grates	1	Item	1,141.24	1,141.00	5	5	Ongoing maintenance program
Maintain / repair concrete surface (total: 253 m2) - 15%	38	m2	130.88	4,973.00	5	5	Repair as required
Maintain / repair crazy pave surface (total: 21 m2)	1	Item	994.45	994.00	5	5	Ongoing maintenance program
Ceiling repaint	16	m2	60.55	969.00	8	8	Repaint as required
Mirror - dome safety mirror replacement (total: 2)	1	ea	466.52	467.00	3	20	Replace as required
Security gate repaint	1	ea	660.56	661.00	7	8	Repaint as required
Maintain security gate	1	ea	445.38	445.00	2	2	Repair as required
Maintain / repair vines and structure	2	ea	960.56	1,921.00	2	2	Maintain / repair as required
Security gate motor replacement - small	1	ea	1,999.27	1,999.00	1	10	Replace as required

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Inspector's Report for Community Corporation 21440

1. Painting serves to protect a surface as well as improving its appearance. Paint seals the surface from water, salt, or air pollutants. Although paint may hold its appearance for at least ten years before cracking and/or peeling occurs, it becomes porous and loses its protective abilities well before this point.

2. The measurements and estimated costs for painting includes all surfaces identified by the inspector, including those within lot boundaries. While the maintenance costs of some of these surfaces are technically the responsibility of the individual lot owners, it is usual to include the painting of these areas to preserve the appearance of the property and to reduce overall costs for individual lot owners.

3. The costs estimated for painting are as accurate as possible. However, due to privacy considerations, access restrictions to some areas, and the varied nature of the property, it is recommended that quotations are obtained for painting well in advance of when the work is to be carried out to allow for any shortfall or excess in funds. Actual painting quotations will vary from our estimates.

4. Cleaning may be carried out using high pressure water or a chemical wash. Care should be taken to meet relevant water restrictions.

5. Funds were allocated for the replacement of the vehicle security gate(s) and motor(s).

6. We recommend that the balance be increased over the length of this report. It is necessary to offset the effects of inflation of construction materials and labour costs and to ensure that adequate funds are available to provide for major works which frequently become necessary as the property ages, but cannot be reliably forecast this far in advance. Based on historical data and current trends, we anticipate that construction and maintenance costs will increase by 50% every 15 years. The balance will be reviewed in light of current price levels and the state of the property at the time of each update.

7. We recommend that this report be updated every 3 years to ensure that it captures market variations and any changes to the property itself.

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Report Notes

Sinking Fund Budget (SA)

This budget satisfies the current requirements of Section 26 and 27 of the Strata Titles Act 1988 (SA). The legislation states:-

25—Functions
The functions of the Community Corporation are as follows:
(a) to administer and maintain the common property for the benefit of the unit holders and, to such extent as may be appropriate, other members of the strata community;

27—Power to raise money
(1) A Community Corporation may raise such funds (including reserve funds for future expenditure of a capital nature) as it thinks necessary.
(2) For the purpose of raising funds the Community Corporation may, by resolution, levy contributions against all unit holders.
(3) The contributions—
(a) will be proportional to the unit entitlements of the various units; or
(b) will be determined on such other basis as the Community Corporation decides by unanimous resolution.

THIS REPORT DEALS WITH THE SINKING FUND BUDGET.

Figures used and updates - The figures used in the forecast are typical for this type of building and normal usage. The Community Corporation has some discretion in the timing of most maintenance items. The purpose of this forecast is to ensure monies are available when required to cover foreseeable expenses.

Contingency - A contingency has been allowed for any unforeseen expenses. Please refer to the second page of the report.

Interest, Taxation and Inflation - The standard interest rate used by Solutions in Engineering is based on the Reserve Bank of Australia's (RBA) historical series for Cash Management and Online Savings Account interest rates for the past previous fifteen years. The company tax rate is applied to interest income unless Solutions in Engineering is advised that the Community Corporation is exempt from tax on external income. The standard inflation rate used by Solutions in Engineering is based upon the entire RBA historical series for Construction, Manufacturing and Property Services inflation, commencing March 1999. While historical figures are not an accurate predictor of specific future outcomes, over the life of this report (fifteen years), interest rates and inflation should approach long-term averages. Changes in economic conditions may affect the accuracy of these figures. This report should be updated at regular intervals to ensure that any such changes are taken into account.

Administration Budget - Items of a recurrent nature that are covered by the administration budget such as maintenance contract for lifts, fire protection equipment, air conditioners, cleaning and gardening are not included. Neither are items of a minor recurrent nature with varying life spans such as light bulbs and exit light battery packs.

Safety - The inspection does not cover safety issues.

Lifts - Due to the many types of lift contracts covering varying parts and aspects of lift maintenance, no allowance is made unless instructed by the Community Corporation Committee/Representative.

Fire Maintenance – We have assumed that the Fire Maintenance Contractor has covered the Fire Maintenance Items; no allowance is made unless instructed by the Community Corporation Committee/Representative.

Items with Indefinite Lives - There is no allowance for replacement of items that, if properly maintained, should last indefinitely, (unless otherwise requested by the Community Corporation); for example: sanitary fittings and lift carriage interiors. This forecast deals only with estimating the timing of physical obsolescence.

Improvements - The Community Corporation may resolve to undertake improvements not related to normal maintenance. No allowance has been made for these items unless instructed.

Defects - No allowance has been made for correction of defects resulting from faulty construction except where nominated in the report. The inspectors report summarises only issues observed during our inspection and is not a structural report.

Ongoing Maintenance Programs - The lives of some items overall may have been extended indefinitely due to the use of an ongoing maintenance program. When there is any doubt in our minds about how and when an item may need replacement or maintenance, we give control to the Community Corporation. With allowances for ongoing maintenance programs, allow funds to be available for maintenance, gradual replacement or in some cases accumulation of funds for total replacement in the long term. The lives of some items can vary considerably, especially with issues such as:

- Usage.
- Accidental damage to floor tiles, which may or may not be still available or in stock.
- Fences can be maintained and replaced gradually or all at once.
- Metal and Aluminium Balustrades can last anywhere between 10 and 50 years, depending on the original quality, coatings (painting) and maintenance.
- Concrete driveways that have been cracked but are still perfectly sound and serviceable.
- Pumps and Fans can last indefinitely or wear out relatively quickly. This often depends on the quality of internal construction and finish.

Updates - The forecast is made with the best available data at this time. The forecast should be upgraded at regular intervals. We recommend a minimum of bi-annual updates.

Supply terms and conditions - All services provided by Solutions in Engineering are supplied on the basis of **Supply Terms and Conditions** which are available from our Office and from our website www.solutionsinengineering.com

Please read the information and the notes on the Inspector's report to gain the most from this report.

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Certificate of Insurance

ABN 29 008 096 277

Mark Sorgini
Community Corporation 21440 Inc.
C/- Whittles Strata Management
PO Box 309
KENT TOWN SA 5071

Date: 14.09.2026
Invoice No: I5085822

This document certifies that the policy referred to below is currently intended to remain in force until 4:00pm on the expiry date shown and will remain in force until that date, unless the policy is cancelled, lapsed, varied or otherwise altered in accordance with the relevant policy conditions.

Class Residential Strata/Community Corporation

Insurer CHU Underwriting Agencies Pty Ltd
Level 13, 431 King William Street
Adelaide SA 5000

Period 14.09.2026 to 31.03.2027

Policy No. HU0000009175

Important Notice

This certificate does not reflect in detail the policy terms and conditions and merely provides a brief summary of the insurance that is, to the best of our knowledge, in existence at the date we have issued this certificate.
If you wish to obtain details of the policy terms, conditions, restrictions, exclusions or warranties, you must refer to the policy contract.

Disclaimer

In arranging this certificate, we do not guarantee that the insurance outlined will continue to remain in force for the period referred to as the policy may be cancelled or altered by either party to the contract at any time in accordance with the terms and conditions of the policy. We accept no responsibility or liability to advise any party who may be relying on this certificate of such alteration to, or cancellation of the policy of insurance.

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MGA Insurance Brokers Pty Ltd
ABN 29 008 096 277
176 Fullarton Road
DULWICH
S.A. 5065

Phone: 08 8291 2300
PO Box 309
KENT TOWN S.A. 5071

COVERAGE SUMMARY

Community Corporation 21440 Inc.
Residential Strata/Community Corporation

RESIDENTIAL STRATA/COMMUNITY CORPORATION

INSURED:
Community Corporation 21440 Inc

SITUATION:
22-30 Symonds Place, Adelaide SA 5000

INTEREST INSURED:

Building Sum Insured	**$**	**14,030,000**
Common Contents Sum Insured	**$**	**140,300**
Loss of Rent/Temporary Accommodation	**$**	**2,104,500**
Catastrophe/Emergency Cover		**Not Insured**
Flood		**Insured**
Storm Surge		Not Insured
Glass		Insured
Theft		Insured
Public Liability	$	30,000,000
Voluntary Workers		Insured
Weekly Benefit	$	3,000
Capital Benefit	$	300,000
Fidelity	$	250,000
Office Bearers Liability	$	5,000,000
Machinery Breakdown		Not Insured
Government Audit Costs	$	25,000
Appeal expenses - common property health and safety breaches	$	100,000
Legal Defence Expenses	$	50,000
Lot owners fixtures and fixings	$	250,000
Floating floors		Insured
Loss of Market Value		Not Insured

EXCESS:

Standard Excess	$2,000
Flood Excess	$2,000
Storm Surge Excess	Not Applicable

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COVERAGE SUMMARY

Community Corporation 21440 Inc.
Residential Strata/Community Corporation

Public Liability Excess	NIL
Voluntary Workers Excess	NIL
Fidelity Excess	NIL
Office Bearers Liability Excess	NIL
Machinery Breakdown Excess	Not Applicable
Government Audit Excess	$1,000
Appeal Expenses Excess	$1,000
Legal Defence Expenses Excess	$1,000

Other excesses payable are shown in the Policy Wording

ADDITIONAL POLICY BENEFITS AND CONDITIONS:
Not Applicable

MAJOR EXCLUSIONS :Terrorism
Others As Per Policy

This Document is a Summary of Cover Only. Please refer to the Product Disclosure Statement for Full Policy Limitations and Additional Excesses

UNDERWRITING INFORMATION:

Year Built	2004
Primary Wall Construction	Brick
Secondary Wall Construction	Besser Block
Roof Construction	Colourbond
Floor Construction	Concrete

Aluminium Composite Panels	No

Primary External Cladding:
N/A
Secondary External Cladding:
N/A

Heritage Listed	No

Fire Protection

Sprinkler systems in the complex basement/carpark?	No
Sprinkler systems in the complex units?	No
Fire hose reels located throughout the complex?	No

Number of Units	20
Number of Levels	3
Number of Basements	0
Number of Lifts	0
Number of Pools/Spas	0
Number of Gyms	0
Number of Playgrounds	0
Number of Water Features	0
Number of Jetties/Wharfs	0
Number of Separate Buildings	2
% of EPS	0 %
% Commercial Tenants	NO %

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COVERAGE SUMMARY

Community Corporation 21440 Inc.
Residential Strata/Community Corporation

Additional Construction Comments:

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CHU

Residential Strata Insurance Plan

Product Disclosure Statement and Policy Wording



Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

Contents

Product Disclosure Statement 3

Policy Wording 11

General Definitions 11

General Conditions 17

General Exclusions 20

Claims Conditions 21

Section 1 – Insured Property 23

Standard extension to Section 1:

- Lot Owners' Fixtures and Improvements 31

Optional extensions to Section 1:

- Catastrophe Insurance 31
- Machinery Breakdown 33
- Lot Owners' Contents Cover 35

Section 2 – Liability to Others 36

Section 3 – Voluntary Workers 39

Section 4 – Fidelity Guarantee and Cyber 41

Section 5 – Office Bearers' Legal Liability 43

Section 6 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses 46

Date of preparation: 10 March 2026

Date effective: 1 May 2026

QM562-0526

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

Product Disclosure Statement (PDS)

This PDS was prepared on the 10 March 2026.

Important information and notices

There are two parts to this booklet. The first part is important information about this Policy including information about how We will protect Your privacy and how to make a complaint or access Our dispute resolution service.

The second part is Your Policy Wording which sets out the detailed terms, conditions and exclusions of the Policy.

Because We don't know Your own personal circumstances, You should treat any advice in this booklet as purely general in nature.

It doesn't consider Your objectives, financial situation or needs. You should carefully consider the information provided with regard to Your personal circumstances to decide if it's right for You.

This booklet is also a Product Disclosure Statement (PDS). Other documents You receive may comprise the PDS. You will know when this happens because it will say so in the document.

The information in this PDS is current at the preparation date however it may change over time.

When we make a change that is materially adverse, either a Supplementary Product Disclosure Statement (SPDS) or a new PDS will be provided at renewal.

If we make a change to information in the PDS that is not materially adverse, we may not notify you of the change and may not immediately update the PDS. However, you can contact us for a copy of the change at no charge by us.

About QBE

The Policy is underwritten by QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 (QBE), a member of the QBE Insurance Group of companies. QBE Insurance Group Limited ABN 28 008 485 014 is the ultimate parent entity and is listed on the Australian Securities Exchange (ASX: QBE). QBE has been helping Australians protect the things that are important to them since 1886.

QBE in the community

Premiums4Good™

QBE is committed to giving back to the communities that it operates in. Through Premiums4Good, QBE invest a portion of customer premiums into impact investments that aim to make positive environmental or social change, alongside a financial return. It's just another way QBE helps in enabling a more resilient future.

About CHU

CHU Underwriting Agencies Pty Ltd (ABN 18 001 580 070) (CHU) is an underwriting agency that provides general advice to issue general insurance products in the Strata Industry and holds an Australian Financial Services Licence (AFS Licence No: 243261). CHUiSAVER Underwriting Agency Pty Ltd (ABN 85 613 645 239, AFSL 491113) trading as Flex Insurance (Flex) is a wholly owned subsidiary of CHU. CHU is a majority owned subsidiary of Steadfast Group Ltd (ABN 98 073 659 677) ('SGL').

Authority to deal with Your information

CHU may share information which You have provided to it with its related Body Corporate(s) Flex, not only for the purpose of this CHU product but also for the secondary purpose of products offered by Flex. This includes if You tell Us something in seeking insurance from Us. In purchasing the product described in this PDS, You consent to related Body Corporate disclosure for a secondary purpose.

Authority to act on QBE's behalf

QBE has given CHU a binding authority to market, underwrite, settle claims and administer this Policy on QBE's behalf.

Any matters or enquiries You may have should be directed to CHU. The contact details for CHU are shown on the back cover of this document.

Under the terms of this binding authority CHU acts as QBE's agent, and not Yours, but liability within the terms and conditions of the Policy remains at all times with QBE.

The cost of this Policy

Premium is what You pay Us for this Policy and it's made up of the amount We've calculated for the risk and any taxes and government charges.

When calculating Your Premium We take a number of factors into account, including:

- where the Insured Property is located;
- the Sum Insured;

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- the Insured Property's characteristics including any defects or maintenance issues;
- the options that You have selected, where available and We have agreed to them;
- Your previous insurance and claims history; and
- any business activities of any Lots/Units used for commercial purposes (not including office work by employees working from home).

The total cost of the Policy is shown in the Schedule and is made up of Your Premium plus government taxes, fees, duties and charges such as Stamp Duty, GST and any Emergency Services Levy (where applicable).

When You apply for this insurance, You will be advised of the Premium. If You choose to effect cover, the amount will be set out in the Schedule.

Information relating to Premium calculation

The list of factors in 'The cost of this Policy' is not exhaustive. We may take other factors into account and add or remove factors. The importance We place on the factors We use to calculate the Premium and how the factors combine, all affect calculation of the Premium.

Some factors will not affect all components of the Premium and not all components of the Premium may be subject to discounts in the same way or at all.

How the factors combine to calculate Premium may also be impacted according to Your circumstances and other underwriting considerations. The Premium determined by a combination of the factors may be adjusted up or down to reflect Your circumstances and underwriting considerations including the risk being insured and the value of any claims. An adjustment like this may increase or decrease the Premium from the combination of factors and may limit discounts.

Minimum Premium and Your previous year's Premium are commercial factors that may limit Premium increases and decreases from the combination of the factors and any discounts. A minimum Premium is the least amount of Premium We will accept for the insurance and factors and any discounts will not reduce the Premium below minimum Premium. Your previous year's Premium is taken into account on renewal and may limit Premium increases and decreases from the combination of the factors and limit discounts.

The Premium We calculate according to the factors, Your circumstances and other commercial factors, including taxes and government charges, will be shown on Your Schedule.

For more information or to make a claim

Please contact Us to make a claim. We also have an after-hours Emergency Claims Hotline that You can contact on 1800 022 444. The Claims Conditions section sets out the full details of what You need to do in the event of a claim.

Claims made and Notified Insurance

Section 5 – Office Bearers' Legal Liability and Section 6 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses of this Policy provide cover on a claims made and notified basis. This means that these Sections only cover claims first made against You during the period this Policy is in force and notified to Us as soon as reasonably practicable in writing while the Policy is in force. This Policy may not provide cover for any claims made against You if at any time prior to the commencement of this Policy You became aware of facts which might give rise to those claims being made against You.

Section 40(3) of the *Insurance Contracts Act 1984* (Cth) provides that where You gave notice in writing to Us of facts that might give rise to a claim against You as soon as was reasonably practicable after You became aware of those facts while this Policy is in force, We cannot refuse to pay a claim which arises out of those facts, when made, because it was made after the expiry of the Policy.

Privacy

QBE's Privacy Policy

QBE take the security of Your personal information seriously.

QBE will collect personal information when You deal with them, or sometimes through their agents, other companies in the QBE group or suppliers acting on their behalf.

QBE will only ever collect the personal information they need in order to provide their services to You, such as issuing and administering our products and services and processing claims. QBE will obtain consent before collecting sensitive information, such as health information, unless they are required or permitted by law to collect it without consent. Sometimes QBE may store and disclose Your personal information overseas. When they do this, QBE ensure Your information is retained in accordance with the Australian *Privacy Act 1988* (Cth) and local privacy laws.

QBE's Privacy Policy describes in more detail from whom they collect personal information, as well as where they store it and the ways they could use it. You can find it at qbe.com/au/about/governance/privacy-policy

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

If You would like to access or correct Your personal information, please contact QBE at complaints@qbe.com or on 1300 650 503.

CHU's Privacy Policy

You can view Our Privacy Policy at www.chu.com.au or obtain a copy by contacting CHU's / Steadfast's Privacy Officer at:

Phone:	+61 2 9307 6656
Email:	privacyofficer@steadfastagencies.com.au
Post:	PO Box A2016, Sydney South NSW 1235

It's up to You to decide whether to give Us Your personal information, but without it We might not be able to do business with You, including not paying Your claim.

What You should read

To understand the features, benefits and risks of this insurance and to determine if it is appropriate for You, it is important that You read:

- all of the Product Disclosure Statement – this information is designed to help You understand this insurance and Your rights and obligations under it;
- the Policy Wording. It tells You about:
  - what makes up the insurance, i.e. Your contract with Us which We call a Policy;
  - important definitions that set out what We mean by certain words;
  - the cover We can provide (see Sections 1 to 6) which in addition to the standard cover provided to You under the relevant Sections may, depending on Your circumstances and selections, also consist of standard benefits, additional benefits, special benefits or optional extensions applicable to Your cover;
  - what Excesses You may have to pay;
  - when You are not insured (see General Exclusions and other exclusions under Sections 1 to 6);
  - what You and We need to do in relation to claims;
  - Yours and Our cancellation rights.
- the relevant quote/proposal form You need to complete to apply for cover (if applicable);
- any Schedule when it is issued to You; and
- any other documents We may give You which vary Our standard terms of cover set out in this document.

These documents should be read together carefully. It is important that they are kept in a safe place.

Significant features and benefits

The following provides a summary of the main covers available only. You need to read the Schedule and the Policy Wording for full details of the available cover, terms, definitions, conditions, exclusions and limits that apply to make sure it meets Your expectations. The cover in each Section is provided only if specified as applicable in the Schedule.

Section 1 – Insured Property

We insure You up to the Sum Insured shown in the Schedule for Section 1 for Damage to Your Insured Property (Building and Common Area Contents) that occurs during the Period of Insurance not otherwise excluded in the Section.

If the Sum Insured is not otherwise expended, We will also pay for the costs or fees incurred as a result of Damage to Your Insured Property under Section 1. Details of the costs and fees We pay are set out under the heading 'Additional Benefits' in Section 1.

We also provide cover for Special Benefits in addition to the Sum Insured for Section 1. Details of the Special Benefits are set out under the heading 'Special Benefits' in Section 1. The combined total amount We will pay under Special Benefits arising out of any one Event that is admitted as a claim under Section 1 is limited to the percentage of the Building Sum Insured for Section 1 as shown in the Schedule or such other percentage as We may agree in writing.

Section 1 – Insured Property – standard extension – Lot Owners' Fixtures and Improvements

We insure the cost of replacing Lot Owners' Fixtures and Improvements in their Lot/Unit provided that the Sum Insured under Section 1 has been expended. Replacement of such installations must be following Damage by any Event that is not otherwise excluded under Section 1.

Section 2 – Liability to Others

We will indemnify You up to the Limit of Liability shown in the Schedule for Section 2 if You become legally responsible to pay compensation for Personal Injury or Property Damage resulting from an Occurrence in connection with the ownership of Your Common Area and Your Insured Property that happens during the Period of Insurance.

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

We also pay the costs of defending a claim in connection with a claim under this Section.

Section 3 – Voluntary Workers

We pay to a Voluntary Worker, or that person's estate, the corresponding benefits set out in the Table of Benefits in Section 3 in the event of such Voluntary Worker sustaining bodily injury during the Period of Insurance whilst voluntarily engaged in work on Your behalf and caused accidentally and which, independently of any other cause results in one of the insured events as set out in the Table of Benefits.

Section 4 – Fidelity Guarantee and Cyber

We will indemnify You up to the Sum Insured stated in the Schedule for Section 4 for:

- the fraudulent misappropriation of Your funds committed during the Period of Insurance;
- loss as a result of Social Engineering Fraud first discovered by You during the Period of Insurance.

Section 5 – Office Bearers' Legal Liability

We will respond to any Claim first made against an Office Bearer in respect of legal liability for any Claim made against them.

The amount payable in respect of all Claims under Section 5 will not exceed the Limit of Liability shown in the Schedule and is inclusive of the claimant's costs and expenses and the Defence Costs incurred by Us during the currency of any one Period of Insurance.

Section 6 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses

We insure You on a Claims made basis for Parts A, B and C of Section 6 which means We will respond to Claims first made against You during the Period of Insurance and notified to Us during that Period of Insurance.

Important information You should understand

In addition to the covers summarised above, there are a number of terms, conditions, limits and exclusions contained in the Policy that can affect how or whether a claim is paid under this Policy. You need to read the PDS, Schedule and the Policy Wording for full details of the available cover, terms, definitions, conditions, exclusions and limits that apply to make sure it meets Your expectations.

Exclusions

The following provides a summary of the main exclusions to cover only. These are examples only. For full details of the exclusions that apply, please read the Policy in full.

For example, We will not pay for any loss, damage, benefit, legal liability, compensation, or any other loss, costs, fees, charges or expenses of whatsoever kind, arising directly or indirectly from or in any way connected with:

a. any Act of Terrorism where such act is directly or indirectly caused by, contributed to, resulting from, or arising out of or in connection with biological, chemical, or nuclear weapons, pollution or contamination;

b. the actual or alleged use or presence of asbestos;

c. ionising radiation from, or contamination by radio-activity from, any nuclear fuel or nuclear waste from the combustion of nuclear fuel.

Conditions

You must meet certain conditions for Your insurance cover to apply. If You do not comply with the conditions, We may refuse to pay a claim in whole or in part. For full details of all the conditions of cover that apply, please read the Policy in full. The following are examples only:

1. Payment of any Excess shown in this Policy or in the Schedule for each claim made may be requested from You when the claim is lodged, or may be deducted from Our payment if Your claim is accepted.
2. When Your Insured Property is a total loss and We have paid out the total Sum Insured, this insurance ceases. If You rebuild or replace Your Insured Property, this requires a new insurance contract commencing at that time with an applicable Premium.
3. When You first purchase and when You renew Your insurance if You do not pay the amount by the due date, Your Policy may be cancelled and We will write to let You know when this will happen.
4. When renewing Your insurance with Us, You have a duty to take reasonable care not to make a misrepresentation. This means giving Us true, complete and accurate answers to Our questions, including where You provide information on someone else's behalf.

   We use Your answers to decide whether to insure You and on what terms. You must advise Us of any changes to Your claims or insurance history that a reasonable person in the circumstances would tell Us. We will notify You in writing of any effect a change may have on Your insurance renewal.

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

Paying Your Premium

Various options are available for paying Your Premium including annual payment by credit card, BPAY, EFT and direct deposit.

Annual Premium

We will let You know how much Premium You need to pay Us, how to pay it and when. If You pay Your Premium annually, You need to pay Your Premium on time to ensure You are covered. If You don't pay the Premium Your Policy may be cancelled and We'll write to You to let You know when this will happen.

Instalment payments

Customers who acquire a Policy directly through Us have an option to pay for the Policy by way of instalments.

If You pay Your Premium by instalment, Your Schedule will show the date and frequency of Your instalments. If Your direct debit details change You must tell Us no later than seven days before Your next instalment is due to allow Us to process the change in time.

What happens if You miss an instalment

If You miss an instalment, We'll contact You to ask You to pay it or arrange to collect it from You. If You don't pay the missed instalment Your Policy may be cancelled and We'll write to You to let You know when this will happen.

If You don't pay the missed instalment and a claim arises, then We will deduct the missed instalment from Your claim.

At renewal

If You pay by instalments, and You renew Your Policy, We will continue to deduct instalments for Your renewed Policy at the new Premium level according to the same instalment pattern, unless You tell Us to stop Your direct debit.

If You don't want to renew, You must tell Us at least seven days before Your Policy's end date so that We can arrange for the direct debit to stop in time.

A claim on Your Policy may affect Your renewal Premium

If You have a claim, contact Us as soon as You can after the incident – see Claims Conditions – What You must do. To avoid Your claim being delayed, reduced or refused You must not unnecessarily delay notifying Us of the incident – see Claims Conditions – What You must not do. If You were in difficult circumstances that prevented You from telling Us about the claim, let Us know.

If We send You a renewal invitation and the Premium doesn't take into account a claim on Your Policy, You agree to pay Us any additional Premium We would have charged if We had known about that claim.

If You tell Us about the claim before Your renewal takes effect and We agree to continue to insure You, We may apply specific conditions to Your Policy (including an imposed Excess) and/or recalculate Your renewal Premium and send You an updated renewal invitation.

If Your Policy has already renewed and We agree to continue to insure You, We may ask You for an additional Premium. If You're paying in instalments, any remaining instalments will be adjusted to reflect the additional Premium.

If You've already paid Your renewal Premium in full, You'll need to pay Us any additional Premium to ensure Your cover is not affected. If You don't pay the additional Premium by the due date then We may:

- deduct the outstanding Premium amount from a claim payment; or
- cancel Your Policy – see General Conditions.

If it was reasonable in the circumstances for You to be unaware that You had a claim until after we issued Your renewal invitation, We will not ask You to pay the additional Premium for that renewal period however the claim may affect Your future renewal Premiums and/or future Policy conditions (including the application of any imposed Excess).

Please note We may have other rights under this Policy or as permitted by law, depending on the circumstances.

If Your payment details change

If the direct debit details You use to pay Us change, such as You changing credit cards or bank accounts, You must tell Us at least seven days before Your next payment date to allow Us to process the change in time.

Other costs, fees and charges

Other costs, fees and charges which may be applicable to the purchase of the Policy include:

Underwriting Agency Fee

An Underwriting Agency fee is payable by You for each Policy issued or renewed to cover CHU's administration cost of preparing and distributing the Policy. Any Underwriting Agency fee is noted in the Schedule and is not refundable in the event of cancellation, unless the insurance contract is cancelled within the cooling off period or is a full term cancellation. For more information on the Underwriting Agency fee please refer to Our Financial Services Guide or contact Us directly.

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

Refund of Premium

You may cancel the Policy at any time. If You choose to cancel the Policy, We will retain a portion of the Premium which relates to the period for which You have been insured. We will refund the residue for the unexpired period less any non-refundable government taxes or charges, provided that no Event has occurred where liability arises under the Policy.

Commissions

SGL or CHU may receive a commission payment from QBE when the Policy is issued and renewed. For details of the relevant commission paid, please refer to the Financial Services Guide, or contact SGL or Us directly.

Confirming transactions

You may contact Us in writing or by email or phone to confirm any transaction under Your insurance if You do not already have the required insurance confirmation details.

Sending You documents

Documents relating to Your insurance Policy will be sent by post or email. Where You have been given the choice, they will be sent by Your chosen delivery method and You can change Your preference at any time.

It is Your responsibility to make sure Your contact details are current (including telephone number, email and mailing address where relevant) and You must update these as soon as they change.

How to make a claim

Please contact Us to make a claim, the contact details are shown on the back cover of this document. We also have an after-hours Emergency Claims Hotline that You can contact on 1800 022 444.

You should advise Us as soon as reasonably practicable of an incident which could lead to a claim. Having the required documentation and possibly photographs of the items will assist in having Your claim assessed and settled. When You make a claim, We require You to:

- provide details of the incident and when requested complete the claim form We send You;
- subject to reasonable notice and at a reasonable time that suits You and Us, allow Us or Our appointed representative to inspect Your Insured Property and take possession of any Damaged item(s) if reasonable and required;
- take all reasonable steps to reduce the damage or loss and prevent further loss or Damage;
- inform the police and obtain a written report or notification of the incident from the police as soon as reasonably practicable following theft, vandalism, malicious damage or misappropriation of money or property;
- where practicable and reasonable not dispose of any Damaged items without first seeking Our approval; and
- not get repairs done, except for essential temporary repairs, and where reasonable We will seek Your cooperation in selecting the repairer or supplier.

These are only some of the things that You must do if making a claim.

Please refer to the Claims Conditions section which sets out claims information and what You must do if making a claim.

Cooling off period

If You change Your mind about Your Policy and haven't made a claim, You can cancel it within 21 days of the start or renewal date and We'll give You a full refund. If You cancel Your Policy in these circumstances, You will have no cover under the Policy.

To cancel Your Policy within the cooling off period, contact Us.

You can also cancel Your Policy outside the cooling off period, see 'Cancellation'.

Cancellation

You may cancel the Policy at any time by notifying Us in writing. We may cancel the Policy where We are entitled to by law.

Further details about cancellation are shown in the General Conditions.

General Insurance Code of Practice

QBE is a signatory to the General Insurance Code of Practice (Code) and is committed to providing high standards of service. The Code covers topics like buying insurance, how claims are handled, what happens if financial hardship occurs, and complaint handling. The aims of the Code are fully supported by CHU. You can read the Code at insurancecouncil.com.au

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code. For more information about the Code Governance Committee please visit insurancecode.org.au

Misuse of Our products and family violence

We do not condone the misuse of Our products for the purpose of financial abuse or disadvantage, including through family and domestic violence. We are here to

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

provide support to Our customers who may be impacted. Further details about QBE's Family and Domestic Violence Customer Support Policy are available at qbe.com/au

Complaints

We're here to help. If You're unhappy with any of Our products or services, or the service or conduct of any of Our suppliers, please let Us know and We'll do Our best to put things right.

Step 1 – Talk to Us

Your first step is to get in touch with the team looking after Your Policy, direct debit, or claim. You'll find their contact details on Your Policy documents, letters, or emails from Us. Please provide Our team with as much information as possible so they can try to fix the problem quickly and fairly.

For additional assistance in lodging a complaint, please refer to https://www.chu.com.au/resource/complaints-and-disputes

Step 2 – Customer Relations

If Your complaint isn't resolved by the team looking after Your Policy, direct debit, or claim, You can ask them to refer Your complaint on to Our Internal Dispute Resolution Team. An Internal Dispute Resolution Specialist will review Your complaint independently and provide You with Our final decision.

You can also contact the Internal Dispute Resolution Team directly:

Phone:	1300 193 174
Email:	complaints@chu.com.au
Post:	PO Box 500, North Sydney NSW 2059 or Level 33, 101 Miller Street, North Sydney NSW 2060

Step 3 – Still not resolved?

If We are unable to resolve Your complaint to Your satisfaction within a reasonable time, or if You are not happy with Our final decision, You can refer Your complaint for external dispute resolution by contacting the Australian Financial Complaints Authority (AFCA). We are a member of AFCA and their decisions are binding on Us.

Phone:	1800 931 678
Email:	info@afca.org.au
Post:	GPO Box 3, Melbourne VIC 3001

AFCA will inform You if Your complaint falls within its jurisdiction. Time limits apply to most complaints to AFCA. For more information, visit afca.org.au

More information

You can find more information about how We deal with complaints on Our website at www.chu.com.au/resource/complaints-and-disputes/ or You can call Us on 1300 361 263 to speak with Us or request a copy of Our complaints brochure at no cost.

Complaints just about privacy

You can view CHU's Privacy Policy at www.chu.com.au or obtain a copy by contacting CHU's Privacy Officer at:

Phone:	1300 289 248
Email:	compliance@chu.com.au
Post:	PO Box 500, North Sydney NSW 2059

If You're not satisfied with Our response, You can contact the Office of the Australian Information Commissioner (OAIC):

Phone:	1300 363 992
Email:	enquiries@oaic.gov.au
Post:	GPO Box 5288, Sydney NSW 2001

Request for Information

You may request copies of information We have relied upon to arrive at Our decision(s) in the complaint handling process. In some instances, We may not release the information as requested and You may request a review of Our decision not to release such information.

We will comply with Code requirements regarding providing information You request.

Contact CHU

Phone:	1300 361 263
Email:	info@chu.com.au

Financial Claims Scheme

This Policy is protected under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the unlikely event QBE becomes insolvent. You may be entitled to access the FCS if You meet the eligibility criteria. For more information, contact the Australian Prudential Regulation Authority (APRA).

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

How to contact APRA

Phone: 1300 558 849

Online: www.apra.gov.au/financial-claims-scheme-general-insurers

Monetary limits on the cover

We can insure You up to the amount of the Sum Insured or Limit of Liability or other specified limits for Your Insured Property. These amounts are specified in the specific Sections of the Policy Wording or in the Schedule.

You need to decide if the relevant Sum(s) Insured and Limit(s) of Liability are appropriate for You. If You do not adequately insure Yourself You may have to bear the uninsured proportion of any loss Yourself.

Payment of Excesses

The Excess is the amount You must contribute towards the cost of any claim You make.

Payment of any Excess shown in this Policy Wording or in the Schedule for each claim made may be requested from You when the claim is lodged, or may be deducted from Our payment if Your claim is accepted.

The amount of Excess payable by You is shown in the Policy Wording or in the Schedule.

GST Implications

The Policy has provisions relating to Goods and Services Tax (GST). Please see General Conditions. In summary:

a. the amount of Premium payable by You for this Policy includes an amount on account of the GST on the Premium (including any additional fees that may be charged by Us);

b. the Sum Insured and other limits of insurance cover shown in Your Policy documentation are GST inclusive. When We pay a claim, Your GST status will determine the maximum amount We pay You.

There may be other taxation implications affecting You, depending upon Your own circumstances. We recommend that You seek professional advice.

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

Policy Wording

Our Agreement

The agreement between You and Us consists of:

a. the PDS and Policy Wording;

b. the Schedule; and

c. any Endorsement(s).

The cover under this Policy is provided during the Period of Insurance, once You have paid Us Your Premium. There are also:

- Conditions and exclusions which apply to specific covers or sections;
- General Exclusions, which apply to any claim You make under this Policy;
- General Conditions, which set out Your responsibilities under this Policy;
- Claims Conditions, which set out Our rights and Your responsibilities when You make a claim; and
- Other terms, which set out how this Policy operates.

Excesses

Payment of any Excess shown in this Policy or in the Schedule for each claim made may be requested from You when the claim is lodged, or may be deducted from Our payment.

The Excess(es) which You have to pay are set out in this Policy Wording or on Your Schedule.

How much We will pay

The most We will pay for a claim is the Sum Insured which applies to the cover or section You are claiming under, less any Excess.

General Definitions

The following words have been given a specific meaning and these specific meanings apply when the words begin with a capital letter. Other words may have special meanings for particular Sections. These words will be defined in those Sections.

Action of The Sea

means tidal wave, high tide, king tide, Storm Surge, or any other movement of the sea except for Tsunami.

Act of Terrorism

means any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

a. involves violence against one or more persons; or

b. involves damage to property; or

c. endangers life other than that of the person committing the action; or

d. creates a risk to health or safety of the public or a section of the public; or

e. is designed to interfere with or to disrupt an electronic system.

Body Corporate

means the owner(s) of Your Insured Property and Common Area incorporated under the Strata Legislation where Your Insured Property and Common Area is situated.

Body Corporate Manager/Agent

means a person or other entity appointed in writing by Your Body Corporate with delegated functions including the authority to act as an Office Bearer in terms of the Strata Legislation applying where Your Insured Property is situated.

Common Area

means the area at Your Situation that is not part of any Lot/Unit. Where the Stata Legislation refers to Common Property, Common Property has the same meaning as Common Area.

Damage, Damaged

means any partial or total accidental physical loss of, or destruction of property from any sudden and accidental cause not otherwise excluded by this Policy.

Earth Movement

means landslide, landslip, mudslide, subsidence and the heaving, collapsing, vibration, Erosion, settlement or shrinkage of earth, but not earthquake.

Note: 'Heave' is the upward movement of the earth supporting a building because of the expansion of soil.

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

Electronic Data

means any facts, concepts and/or information converted to a form usable for communications, interpretation, and/or processing by electronic, and/or electromechanical data processing and/or electronically controlled equipment which includes, but is not limited to, programs, software and/or other coded instructions for the processing and manipulation of data and/or the direction and/or manipulation of such equipment.

Endorsement

means a written alteration to the terms, conditions and limitations of this Policy which is shown in the Schedule.

Erosion

means being worn or washed away by water, ice or wind.

Event, Events

means a happening or an incident not intended to happen which occurs during a particular interval of time and causes or results in Damage or series of Damage happening from that one Event, that is claimable under this Policy.

Excess

means the amount You must pay or contribute towards a claim. The amount of any Excess is shown in the Policy or in the Schedule.

Payment of any Excess shown in this Policy or in the Schedule for each claim made may be requested from You when the claim is lodged, or may be deducted from Our payment.

Floating Floors

means laminated, veneered or similar type flooring not fastened to the sub-floor but held in position by its own weight with or without skirting at perimeter walls.

Flood

means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

a. a lake (whether or not it has been altered or modified);

b. a river (whether or not it has been altered or modified);

c. a creek (whether or not it has been altered or modified);

d. another natural watercourse (whether or not it has been altered or modified);

e. a reservoir;

f. a canal;

g. a dam.

Fusion

means the process of fusing or melting together the windings of an electric motor following Damage to the insulating material as a result of overheating caused by electric current.

Indemnity Value

means the cost to rebuild, replace or repair property to a condition which is equivalent to or substantially the same as but not better nor more extensive than its condition at the time of loss taking into consideration age, condition and remaining useful life. We will take reasonable steps in determining the Indemnity Value and will provide You with details of Our calculation if requested by You.

Insured Property

a. Building:

means building or buildings as defined in the Strata Legislation applying where Your Building is situated, including:

i. outbuildings;

ii. fixtures and structural improvements (including Floating Floors), gates and fences;

iii. in-ground swimming pools and spas;

iv. marinas, wharves, jetties, docks, pontoons, swimming platforms, or similar type facilities (whether fixed or floating) which are used for non-commercial purposes and which do not provide fuel distribution facilities, unless We are advised and otherwise agree in writing;

v. satellite dishes, radio, television and other antennas including their associated wiring, masts, footings, foundations, moorings and towers;

vi. underground and overhead services;

vii. Stratum Lot or Volumetric Lot;

that You own or have legal responsibility for at, in or adjacent to Your Situation.

b. Common Area Contents:

i. furniture, furnishings, household goods, light fittings, internal blinds, curtains, fire extinguishers and the like;

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

ii. built-in or freestanding appliances such as dishwashers, washing machines and dryers, other electrical items;

iii. carpets (whether fixed or unfixed), floor rugs;

iv. swimming pools or spas that are not in-ground;

v. swimming pool or spa covers and accessories;

vi. wheelchairs, domestic garden equipment including lawn mowers, golf carts, golf buggies or other similar type items but only if such item is not required by law to be registered;

that You own or have legal responsibility for:

- at, in or adjacent to Your Situation, or
- temporarily removed elsewhere in Australia including transit to and from Your Situation.

Building and Common Area Contents do not include:

- aircraft, caravans, trailers, Vehicles (other than domestic garden appliances not required by law to be registered), hovercraft and Watercraft including their accessories or spare parts whether fitted or not;
- livestock, fish, birds or other animals;
- Lot Owners' Contents and any other personal property of theirs;
- money, other than as covered under Special Benefit 15 – Money of Section 1 – Insured Property;
- plants, hedges, trees, shrubs, gravel, shale, stones, clay or soil on paths or driveways or tennis courts, soil or bark or mulch in gardens other than as covered under Special Benefit 13 – Landscaping of Section 1 – Insured Property; and
- temporary wall, floor and ceiling coverings within a Lot/Unit, and mobile or fixed air-conditioning units servicing an individual Lot/ Unit (if Your Situation is in Queensland).

Where anything in this definition of 'Insured Property' is contrary to the Strata Legislation applying where Your Building is situated the requirements of that Act will apply.

Land Value

means the sum certified by the Valuer General as being the value of the land at the Situation after due allowance has been made for variations or other special circumstances affecting such value either before or after the Damage and which would have affected the value had Damage not occurred.

Limit of Liability

means the applicable Limit of Liability specified in the Schedule or as determined by the Policy where such limits are described for Section 2 – Liability to Others and Section 5 – Office Bearers' Legal Liability.

Lot/Unit

means an area shown on a plan as a lot or unit in the Strata Legislation applying where Your Insured Property is situated.

Lot Owner

means a person, persons or other entity registered as a proprietor or owner of an estate in fee simple in a Lot/ Unit in Your Building in terms of the Strata Legislation applying where Your Insured Property is situated.

Lot Owners' Contents

means (but not so as to limit the generality thereof):

a. built-in or freestanding appliances such as dishwashers, washing machines and dryers;

b. computers, electronic and electrical equipment, domestic garden equipment;

c. Lot Owners' business and personal effects, furniture, furnishings, carpets, and floor rugs.

Members

means and is limited to the interest of Proprietors, Members, Lot Owners or Shareholders in respect of the ownership of Your Insured Property as defined in the Strata Legislation applying where Your Insured Property is situated. Unless otherwise specifically provided by this Policy, the Proprietors', Lot Owners' or Shareholders' interest or liability as an owner and/or occupier of a Lot/ Unit is not included.

Period of Insurance

means the period for which You are insured. It commences at the time We agree to give You insurance and finishes at 4pm on the day of expiry. The expiry date is shown in the Schedule.

Policy

means this Product Disclosure Statement and Policy Wording, the Schedule and any Endorsements issued to You which form Your insurance contract with Us.

Premium

means any amount We require You to pay under the Policy and includes, any state and federal government taxes (including GST), fees, duties and charges as applicable.

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

Rainwater

means the rain which falls naturally from the sky. It includes Rainwater run-off over the surface of the land.

Rent

means, as regards to any Lot/Unit or part of Your Common Area leased to a Tenant, an amount of money in accordance with the residential tenancy agreement that applied immediately prior to Damage.

Replacement

means:

a. the reasonable cost of rebuilding, replacing or repairing to a condition which is equivalent to or substantially the same as but not better nor more extensive than when it was new; and

b. the extra costs necessarily incurred to alter or upgrade Your Insured Property to comply with Public, Statutory or Environmental Protection Authority requirements, but does not include:

i. any costs that would have been incurred in complying with orders issued prior to the happening of the loss;

ii. any extra costs to alter or upgrade any portion of Your undamaged Insured Property if the cost to rebuild, replace or repair the Damaged portion is less than 25% of what the cost would have been had Your Insured Property been totally destroyed.

Schedule

means the most recent current attachment to the Policy that specifies the Situation, those Sections and benefits that are in force and the details of the Sum(s) Insured or Limit(s) of Liability and includes any one or more of the following:

a. the Policy Schedule;

b. the renewal notice You have paid;

c. the Endorsement(s) sent to You.

Senior Counsel

means a barrister in active practice who is entitled to use the post-nominals QC, KC or SC in any one or more superior courts in Australia or New Zealand.

Situation

means the land at the address(es) shown in the Schedule where Your Insured Property is situated.

Storm

means violent weather and high winds, sometimes accompanied by rain, hail or snow including a cyclone or tornado.

Storm Surge

means the covering of normally dry coastal land by water as a result of wind and low atmospheric pressure caused by a Storm.

Strata Legislation

means the respective State Legislation applying where Your Building is situated and includes (but is not limited to) the following Acts or similar legislation:

a. *Strata Schemes Management Act 2015* (NSW)

b. *Strata Scheme Development Act 2015* (NSW)

c. *Owners Corporation Act 2006* (VIC)

d. *Unit Titles (Management) Act 2011* (ACT)

e. *Strata Titles Act 1998* (TAS)

f. *Body Corporate and Community Management Act 1997* (QLD)

g. *Strata Titles Act 1985* (WA)

h. *Strata Titles Act 1988* (SA)

i. *Unit Titles Scheme Act 2009* (NT)

Stratum Lot or Volumetric Lot

means an area or lot forming part of the Building required to form part of this insurance Policy excluding a Lot/Unit.

Stratum Lot or Volumetric Lot only extends to Section 1 and Section 1 – Insured Property optional extension (Catastrophe Insurance).

Sum Insured

means the amount shown in the Schedule as the Sum Insured corresponding to the cover selected for:

- Section 1 – Insured Property;
- Section 1 – Insured Property standard extension (Lot Owners' Fixtures and Improvements);
- Section 1 – Insured Property optional extension (Catastrophe Insurance);
- Section 1 – Insured Property optional extension (Machinery Breakdown);
- Section 3 – Voluntary Workers;
- Section 4 – Fidelity Guarantee and Cyber;

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

- Section 6 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses.

Temporary Accommodation

means, as regards to any Lot/Unit occupied by the Lot Owner, an amount of money calculated on the basis of the annual rentable value (including any 'outgoings' that would have been payable by a Tenant or lessee) that would have applied immediately prior to the Damage.

Tenant

means any person authorised under the terms of a lease, rental or similar type agreement who occupies a Lot/Unit including any other co-inhabitant or family normally resident with that person.

Tsunami

means a sea wave caused by a disturbance of the ocean floor or seismic movement such as an underwater earthquake or landslide.

Vandalism or Malicious Act

means an act done with the intention of causing damage or harm, or with reckless disregard for the damaging or harmful consequences.

Vehicle, Vehicles

means:

a. any type of machine on wheels or self-laid tracks made or intended to be propelled by other than manual or animal power and any trailers or other attachments made or intended to be drawn by any of those machines; and

b. which is or should be registered and/or insured under legislation in the State or Territory of Australia in which it is being used.

Voluntary Worker

means a person engaged solely in work or duties on behalf of the Body Corporate without promise of reward or remuneration, other than an honorarium for duties associated with the position of an Office Bearer.

Voluntary Worker does not mean employees, contractors or any person who receives a payment, reward or remuneration (other than provided herein) for their services.

Watercraft

means any vessel, craft or thing made or intended to float on or in or travel through water.

Wear and Tear

means physical deterioration to property occurring over time due to use and/or exposure to its environment.

We, Our, Us

means CHU Underwriting Agencies Pty Ltd (ABN 18 001 580 070).

You, Your, Yours

means:

a. in respect of Section 1 – Insured Property, Section 1 – Insured Property optional extension (Catastrophe Insurance), and Section 1 – Insured Property standard extension (Lot Owners' Fixtures and Improvements):

the Body Corporate, Corporation, Owners Corporation, Plan or Company named in the Schedule including:

i. the interest therein of Members;

ii. Lot Owners in respect of Special Benefits 1, 2, 11, 13, 18, 22 and 23 of Section 1 – Insured Property;

iii. Lot Owners in respect of Special Benefits 1, 2 and 4 of Section 1 – Insured Property optional extension (Catastrophe Insurance).

b. in respect of Section 2 – Liability to Others:

the Body Corporate, Corporation, Owners Corporation, Plan or Company named in the Schedule including:

i. the interest therein of Members;

ii. the organisers of recreational activities in respect of item 5 of Section 2;

iii. a Voluntary Worker whilst engaged solely in work or duties on behalf of the Body Corporate, Corporation, Owners Corporation, Plan or Company named in the Schedule, but excludes Office Bearers whilst acting in that capacity.

c. in respect of Section 1 – Insured Property optional extension (Machinery Breakdown), Section 4 – Fidelity Guarantee and Section 6 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses:

the Body Corporate, Corporation, Owners Corporation, Plan or Company named in the Schedule.

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

d. in respect of Section 4 – Cyber:

the Body Corporate, Corporation, Owners Corporation, Plan or Company named in the Schedule including:

i. Office Bearers and committee members;

ii. Lot/Unit owners.

e. in respect of Section 5 – Office Bearers' Legal Liability:

the past, present or future Office Bearers or committee members of the Body Corporate, Corporation, Owners Corporation, Plan or Directors of the Company, including those persons':

i. estate, heirs, legal representative or assigns;

ii. legal representative or assigns if he/she is incompetent, insolvent or bankrupt;

but does not include a Body Corporate Manager/ Agent or any other contracted person(s), firm or company when acting in their professional capacity.

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

General Conditions

These General Conditions apply to all Sections. In addition to these General Conditions, each Section will be subject to specific conditions.

If any of the General Conditions or specific conditions applicable to each Section are not met, We may refuse a claim, reduce the amount We pay or in some circumstances We may cancel the Policy. Any person covered by the Section or claiming under it must also comply with these conditions.

1. Acts or omissions of Your Body Corporate Manager/ Agent

We will not deny liability for a claim, or reduce the amount thereof, if Our right of denial or reduction is solely caused by an act, error or omission of Your Body Corporate Manager/Agent while acting on Your behalf.

2. Tell Us when these things change

You must tell Us as soon as reasonably possible if any of the information noted below has changed:

- You are carrying out construction works, alterations or additions that exceed $500,000; or
- You have cranes, hoists or similar attached to the Insured Property or at the Situation; or
- there is a change in the percentage of floor space used for commercial purposes; or
- Your building becomes subject to a Building Rectification Order, Fire Order or any other Order issued by a Statutory Body.

If You don't tell Us, We may reduce or refuse to pay a claim.

When You tell Us about something that has changed or request a change to Your Policy, We will assess the change to the risk in accordance with Our underwriting rules and processes.

Changes to Your cover

If You request any change to cover (e.g. You choose to add a Section or You increase the Sum(s) Insured) then, if We agree to the change, We will issue a new Schedule and ask You for any additional Premium. If an additional Premium is required, the change will only be effective when:

- if You are paying in instalments by direct debit, any remaining instalments have been adjusted to reflect the additional Premium;

  or

- You have paid the additional Premium by the due date We give to You.

  If You don't pay the additional Premium by the due date then We will make reasonable efforts to contact You using the latest contact details You provided Us. If We don't receive payment of the additional Premium owed, the change will not be effective and We will confirm this by issuing a replacement Schedule.

If You request any change to cover and We don't agree to the change, then We will let You know and the Policy will continue unchanged.

Changes to Your circumstances

Contact Us to discuss potential changes in circumstances when You know the details of the timing and nature of the changes before they happen, to find out in advance whether We will be able to continue to insure You.

If You tell Us about any of the following changes then We will cancel Your Policy and refund any unused portion of the Premium:

- You are carrying out construction works, alterations or additions that exceed $500,000 that are unacceptable under Our underwriting rules and processes; or
- You have cranes, hoists or similar attached to the Insured Property or at the Situation.

If there is a change in the percentage of floor space used for commercial purposes, We may need to cancel Your Policy and replace it with another policy.

If You tell Us about any other change, We will consider it under Our underwriting rules and processes at the time.

3. Cancellation – how Your Policy may be cancelled

Cancellation by You

You may cancel this Policy at any time by telling Us in writing. We will retain a portion of Premium which relates to the period for which You have been insured together with any non-refundable government taxes or charges, or CHU Underwriting Agency fees.

Cancellation by Us

We may cancel this Policy at any time as allowed by law by notifying You in writing of the date from which cancellation is to take effect. Notification will be delivered to the address last notified to Us and cancellation will take effect no earlier than 4.00pm on the date set out in the cancellation notice unless the Policy was in force by virtue of Section 58 of the *Insurance Contracts Act 1984* (Cth), whereby the cancellation will take effect from the

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

fourteenth business day after the day on which notice was given to You.

4. Goods and Services Tax – how it affects any payments We make

The amount of Premium payable by You for this Policy includes an amount on account of the Goods and Services Tax (GST) on the Premium.

When We pay a claim, Your GST status will determine the amount We pay. When You are:

a. not registered for GST We will pay up to the Sum Insured, Limit of Liability or other Policy limit including GST.

b. registered for GST:

i. and We settle direct with the builder, repairer or supplier, We will pay up to the Sum Insured, Limit of Liability or other Policy limit including GST; or

ii. when We settle direct with You, We will pay up to the Sum Insured, Limit of Liability or other Policy limit; and

iii. where You are liable to pay an amount for GST in respect of an acquisition relevant to Your claim We will pay for the GST amount but We will reduce the GST amount We pay by the amount of any Input Tax Credits to which You are or would be entitled.

In these circumstances, the Input Tax Credit may be claimable through Your Business Activity Statement (BAS).

You must advise Us of Your correct Australian Business Number & Taxable Percentage. Any GST liability arising from Your incorrect advice is payable by You.

Where the settlement of Your claim is less than the Sum Insured or the other limits of insurance cover, We will only pay an amount for GST (less Your entitlement for Input Tax Credit) applicable to the settlement. This means that if these amounts are not sufficient to cover Your loss, We will only pay the GST relating to Our settlement of the claim.

GST, Input Tax Credit (ITC), Business Activity Statement (BAS) and Acquisition have the same meaning as given to those expressions in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and related legislation as amended from time to time. Taxable Percentage is Your entitlement to an Input Tax Credit on Your Premium as a percentage of the total GST on that Premium.

There may be other taxation implications affecting You, depending upon Your own circumstances. We recommend that You seek professional advice.

5. Joint insureds

When there is more than one insured on Your Policy, We may treat each as a separate and distinct party. The words You, Your, Yours may apply to each party in the same manner as if a separate Policy had been issued to each party, provided Our liability for any Sum Insured, Limit of Liability or other Policy limit for any one Event or Occurrence is not thereby increased.

We may treat what any one insured says or does in relation to Your Policy or any claim under it, as said or done by each of the insureds. We may rely on a request from one insured to change or cancel Your Policy or tell Us where a claim payment should be paid.

Any act, breach or non-compliance with the terms and conditions of this Policy committed by any one such party shall not be prejudicial to the rights and entitlements of the other insured party(ies), provided that the other insured party(ies) upon becoming aware of any such act, breach or non-compliance which increases the risk of loss, Damage or liability give Us written notice within a reasonable time.

6. Excess

You must pay or contribute the amount of any Excess shown in the Policy or in the Schedule for each claim made. Payment of any Excess shown in this Policy or in the Schedule for each claim made may be requested from You when the claim is lodged, or may be deducted from Our payment.

Should more than one Excess be payable for any claim arising from the one Event, such Excesses will not be aggregated and the highest single level of Excess only will apply.

For earthquake or seismological disturbance, where loss or Damage occurs during any one period of 72 consecutive hours, the Excess is $1,000, or the Excess amount shown in the Schedule, whichever is greater.

7. Reinstatement of Sum Insured

After We have admitted liability for a claim, We will automatically reinstate the Sum Insured and/or Special Benefit limits to their pre-loss amount without any additional Premium having to be paid.

This condition does not apply:

a. when We pay a total loss;

b. when We pay the full Sum Insured;

c. to Section 5 – Office Bearers' Legal Liability;

d. to Section 6 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses;

e. to Special Benefits 6 and 22 of Section 1 – Insured Property.

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

8. Governing law and jurisdiction

This Policy is governed by the laws of the State or Territory of Australia in which this Policy is issued. Any dispute relating to this Policy shall be submitted to the jurisdiction of an Australian Court within the State or Territory in which this Policy was issued.

9. Subrogation, recovery action & uninsured loss

We may at any time in consultation with You, at Our expense and in Your name, use all legal means available to You of securing reimbursement for loss or Damage arising under Your Policy. In the event We do so, You agree to give all reasonable assistance for that purpose.

If You have suffered loss that was not covered by the Policy as a result of the incident, We may offer to attempt to recover this. You may also specifically ask Us to recover this for You.

You will need to give Us documents supporting Your loss. Before We include any uninsured loss in the recovery action, We will also ask You to agree to the basis on which We will handle Your recovery action. Where required and within reason, You may need to contribute to legal costs in some circumstances.

10. Related Claims

For the purposes of applying any Excess or Limit of Liability, all loss otherwise recoverable under this Policy resulting from or in connection with:

a. one and the same act, error or omission; or

b. a series of acts, errors or omissions arising out of or attributable to the same originating cause, or source;

will be deemed to be one claim.

11. Severability/Non-imputation/Innocent Non-disclosure

Where this Policy insures more than one party, where one party made a misrepresentation to Us before the Policy was entered into this shall not prejudice the right of any other insured person to indemnity as may be provided by this Policy provided that:

i. You were not aware of the failure or misrepresentation;

ii. as soon as is reasonably practicable upon becoming aware of any such conduct, You advise Us in writing of all known facts in relation to such conduct; and

iii. the conduct of the principals, partners and directors of the insured are imputed to the insured.

12. References to legislation

Legislation referenced in this Policy includes subsequent legislation. Any term used in this Policy and defined by reference to legislation will have the meaning given in any replacement definition or definition with materially the same object or purpose in subsequent legislation.

'Subsequent legislation' means:

- an act or regulation as amended, replaced or re-enacted;
- where an act or regulation has been repealed, the current equivalent act or regulation (Commonwealth, State or Territory) with materially the same object or purpose whether in whole or in part.

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

General Exclusions

These General Exclusions apply to all Sections. In addition to these General Exclusions, each Section will be subject to specific Exclusions.

We will not pay for any loss, damage, benefit, legal liability, compensation, or any other loss, costs, fees, charges or expenses of whatsoever kind, arising directly or indirectly from or in any way connected with:

1. Act of Terrorism

Any Act of Terrorism where such act is directly or indirectly caused by, contributed to, resulting from, or arising out of or in connection with biological, chemical, or nuclear weapons, pollution or contamination.

2. Asbestos

Liability to pay for personal injury or property damage caused by or arising directly or indirectly out of or in connection with the actual or alleged use or presence of asbestos.

3. Electronic Data

Losses or damage to Electronic Data, except as provided for by Special Benefit 20 – Damaged office records, under Section 1.

4. Intentional damage

Any deliberate or intentional damage or liability or omission caused or incurred by You or by any person acting with Your express or implied consent.

5. Nuclear

Ionising radiation from, or contamination by radio-activity from, any nuclear fuel or nuclear waste from the combustion of nuclear fuel.

6. War, expropriation

War or warlike activities including invasion, act of a foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, use of military or usurped power, looting, sacking or pillage following any of these, or the expropriation of property.

7. Sanctions limitation and exclusion

We will not be liable to provide any cover, pay any claim or provide any benefit under this Policy, to the extent that to do so may expose Us to any sanction, prohibition or restriction under United Nations resolutions or any applicable trade or economic sanctions, laws or regulations of any country.

8. Communicable diseases

There is no cover under any section of Your Policy for any claim, loss, damage, cost, injury, death or legal liability that is caused by or arises from or in connection with any contagious or communicable disease.

9. Cyber incident

There is no cover for any claim, loss, damage, cost, injury, death or legal liability that is caused by or arises from or in connection with:

- an unauthorised or Malicious Act, software, coding or instructions;
- a threat, hoax, scam or fraud;
- programming or operator error; or
- outage,

affecting the use, integrity, security, operation, storage of, or access to, data, information, a computer, system, device, appliance, equipment, software, hardware, back-up facility or a component of or attachment to any of these, regardless of time or place, except as provided by Section 4 – Fidelity Guarantee and Cyber.

Examples of what are not covered under Your Policy:

- loss, damage, destruction, distortion, erasure, corruption or alteration of, or loss of access to, or interference with, data on a computer or access to an internet service, due to malicious software or a cyber-attack, including but not limited to viruses, worms, Trojan Horses, back doors, logic bombs, trap doors, denials of service, ransomware or any computer hacking;
- unauthorised access to or copying of personal information via the internet or mobile phone network;
- unauthorised access to, or interference with the operation of, an appliance or device via the internet, Wi-Fi or Bluetooth;
- unauthorised access to Your computer or device provided by means of a scam, or connection of a storage or other device affected by malicious software.

However, You will still have cover for physical damage to Your property insured under Your Policy caused by an Event such as fire.

10. Laws impacting cover

We will not be liable to provide any cover, pay any claim or provide any benefit under this Policy, to the extent that it is unlawful for Us to do so.

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

Claims Conditions

1. What You must do

As soon as You discover that an Event likely to result in a claim has occurred, You must:

- **a.** take all reasonable steps to reduce the damage and to prevent any further damage;
- **b.** report the incident to the police as soon as reasonably practicable and obtain a written report or notification from the police following theft, vandalism, malicious damage or misappropriation of money or property and provide details of the report to Us. We may need the police report number to process Your claim or Our recovery action if there is a third party who is liable for Your loss.

2. What You must not do

Whatever the circumstances You must not:

- **a.** admit guilt or fault (except in court or to the police);
- **b.** offer or negotiate to pay a claim;
- **c.** admit or deny liability;
- **d.** dispose of any damaged items without first seeking Our approval.

If You do then We will reduce Our liability to the extent of any prejudice caused by Your acts.

3. How to make a claim

When You make a claim, You may reasonably be required to:

- **a.** promptly inform Us by telephone, in writing or in person. You may have to contribute towards Your claim if Your notification is outside of a reasonable timeframe and results in higher costs for Us or harms Our investigation opportunities. We will reduce Our liability to the extent of any prejudice caused by Your delayed notification;
- **b.** provide details of the Event and when requested complete and return Our claim form as soon as reasonably practicable together with all letters, documents, valuations, receipts or evidence of ownership that You have been asked to provide;
- **c.** provide written statements under oath if We reasonably require it;
- **d.** be interviewed about the circumstances of the claim;
- **e.** allow Us to inspect Your Insured Property and take possession of any damaged item if reasonable and required and to deal with it in a reasonable way;
- **f.** provide Us as soon as reasonably practicable with every notice or communication received concerning a claim by another person or concerning any prosecution, inquest or other official inquiry arising from the Event.

4. Claim preparation costs and fees

We will pay up to $30,000 for the reasonable costs and fees You necessarily incur with Our written consent, which We will not unreasonably withhold, in the preparation of a claim under this Policy.

Claims Condition 4 – Claim preparation costs and fees does not apply to Section 6 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses.

5. Our approval needed for repairs

Except for essential temporary repairs permitted under Additional Benefit 2 – Emergency and temporary protection costs of Section 1 – Insured Property, You are not authorised to commence repairs without Our approval which We will not unreasonably withhold.

6. Repairs or Replacement

We have the right to nominate the repairer or supplier to be used, and where reasonable and appropriate We will seek Your cooperation in selecting the repairer or supplier. Unless We otherwise advise in writing, if after We have assessed Your claim, You are required to enter into a contract with a third party to replace or reinstate damaged Insured Property that We have agreed to pay, where reasonable depending on the claims circumstance You may need to enter into that agreement with the third party as Our agent.

7. You must assist Us

Where reasonable You must:

- **a.** comply with all the requirements of this Policy; and
- **b.** give Us all relevant information and assistance which We reasonably require in relation to the claim and any proceedings.

8. False or misleading information

We may deny part or all of Your claim if You are not truthful and frank in any statement You make in connection with a claim or if a claim is fraudulent or false in any respect.

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

We may also report any suspected fraudulent act to the police for further investigation.

9. Salvage value

We are entitled to any salvage value on recovered items and Damaged items that have been replaced.

10. Contribution and other insurance

When making a claim, You must notify Us of any other insurance that You're aware will or may, whether in whole or in part, cover any loss insured under Your Policy.

If at the time of any loss, damage or liability there's any other insurance (whether issued to You or any other person) which covers the same loss, damage or liability You must provide Us with any reasonable assistance We require to make a claim for contribution from any other insurer(s).

11. Preventing Our right of recovery

If You have agreed with or told someone who caused You loss, damage or liability covered by Your Policy that You won't hold them responsible then, to the extent We have been prejudiced by this act, We won't cover You for that loss, damage or liability.

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

Section 1 – Insured Property

What We insure

If selected and shown in the Schedule, We will insure You up to the Sum Insured shown for Section 1 in the Schedule for Damage to Your Insured Property which occurs during the Period of Insurance.

Additional Benefits

When the Sum Insured under Section 1 is not otherwise expended, We will pay for the following incurred as a result of Damage to Your Insured Property that is admitted as a claim under Section 1:

1. Architects' and professional fees, removal of debris

a. the cost of architects' fees, surveyors' fees and other professional fees;

b. the cost of removal, storage and/or disposal of debris, being the residue of Your Damaged Insured Property (including debris required to be removed from adjoining or adjacent public or private land), Damaged Lot Owners' and occupiers' Contents and of anything which caused the Damage;

c. the cost of dismantling, demolishing, shoring up, propping, underpinning, or other temporary repairs;

d. the cost of demolition and disposal of any undamaged portion of Your Insured Property including undamaged foundations and footings in accordance with a demolition order issued by a Public or Statutory Authority;

that You necessarily incur in the Replacement of Your Insured Property.

2. Emergency and temporary protection costs

Reasonable cost of temporary protection and safety or emergency repairs in pursuance of Your duty to minimise insured loss and avoid further losses.

We will not pay more than $7,500 for this Additional Benefit unless You first obtain Our written consent prior to You incurring costs in excess of this amount, which will not be unreasonably withheld.

3. Government fees, contributions or imposts

Fees, contributions or imposts required to be paid to any Public or Statutory Authority to obtain their authority to rebuild, repair or replace Your Insured Property, but We will not pay for any fine or penalty imposed by any such authority.

4. Legal fees

Legal fees You necessarily incur in making submissions and/or applications to any Public or Statutory Authority, Builders Licensing Board, or Land and Environment Courts.

5. Emergency services

Damage to Your Insured Property caused by emergency services such as police, fire brigade, ambulance or others acting under their control, in gaining access to Your Insured Property in the lawful pursuit of their duty.

6. Lot/Unit internal wall coverings or paint

Where the Strata Legislation excludes paint and wallpaper within Lot Owners' Lots/Units from the definition of Building, and the Sum Insured under Section 1 is not otherwise expended in respect of any one Event We will pay for the cost of repainting or re-wallpapering the internal walls or ceilings of a Lot/Unit at Your Situation if they are Damaged by an Event claimable under Section 1. Our liability under this Additional Benefit is limited to the room, hallway or passageway where the Damage occurs.

Special Benefits

The following Special Benefits are included in addition to the Sum Insured for Section 1:

1. Temporary Accommodation / Rent / contributions / storage

a. Temporary Accommodation

When You occupy Your Lot/Unit We will pay the reasonable cost of Temporary Accommodation You necessarily incur if Your Lot/Unit is made unfit to be occupied for its intended purpose due to:

i. Damage to Your Insured Property that is admitted as a claim under Section 1; or

ii. reasonable access to or occupancy of Your Lot/Unit being prevented by Damage from an Event claimable under Section 1 happening to other property in the immediate vicinity.

We will pay:

- under Clause 1.a.i. from the time of the Event until the time Your Lot/Unit can be re-occupied following completion of rebuilding, repairs or Replacement; and

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- under Clause 1.a.ii. from the time of the Event until the time when access to Your Lot/Unit is re-established.

We will not pay under Clause 1.a. Temporary Accommodation:

- if maintenance to the Lot Owner's property (that is separate to the Event leading to a claim) is the reason the Lot/Unit cannot be lived in or during the course of any maintenance works;
- if you had no intention of repairing or rebuilding Your Insured Property;
- if the Lot/Unit was not the Lot Owner's principal place of residence at the time of the loss or Damage;
- if the Lot/Unit owner had no intention of living in the Lot/Unit during the repair or rebuild period (had Damage not occurred within the Lot/Unit);
- beyond the period it should reasonably take to repair or reinstate the Lot/Unit to allow the Lot Owner to live in the Lot/Unit again;
- any other costs associated with any business activity being operated within the Lot/Unit.

b. Rent

When You have leased out or can substantiate by means of a signed agreement that You would have leased out Your Lot/Unit or Common Area, We will pay the actual Rent You lose or would have lost if Your Lot/Unit or Common Area is made unfit to be occupied for its intended purpose due to:

i. Damage to Your Insured Property that is admitted as a claim under Section 1; or

ii. reasonable access to or occupancy of Your Lot/Unit or Common Area being prevented by Damage from an Event claimable under Section 1 happening to other property in the immediate vicinity;

iii. disruption to Your Tenants' occupancy of Your Lot/Unit or Common Area that is made partially unfit to be occupied for its intended purpose.

We will pay:

- under Clause 1.b.i. from the time of the Event until the time Your Lot/Unit or Common Area is re-let following completion of rebuilding, repairs or Replacement provided You demonstrate You have taken all reasonable actions to obtain a new Tenant; and
- under Clause 1.b.ii. from the time of the Event until the time when access to Your Lot/Unit or Common Area is re-established;
- under Clause 1.b.iii, the cost You necessarily incur to abate the Rent of Your Tenant during this disruption from the time of the Event until the time when this disruption has ceased but in all not exceeding a maximum of three months.

We will not pay under Clause 1.b. Rent:

- if maintenance to the Lot Owner's property (that is separate to the Event leading to a claim) is the reason the Lot/Unit cannot be lived in or during the course of any maintenance works;
- if you had no intention of repairing or rebuilding Your Insured Property;
- beyond the period it should reasonably take to repair or reinstate the Lot/Unit to allow the Tenant to live in the Lot/Unit again;
- any other costs associated with any business activity being operated within the Lot/Unit.

c. Escape of airborne pathogens, murder and suicide

We will pay for:

i. the cost of Temporary Accommodation You necessarily incur;

ii. the actual Rent You lose;

if You or Your Tenant are not permitted to occupy Your Lot/Unit or Common Area by order of the police, a Public or Statutory Authority, other body, entity or person so empowered by law, due to:

- the discharge, release or escape of legionella or other airborne pathogens from water tanks, water systems, air-conditioning plant cooling towers and the like;
- murder or suicide;

occurring at Your Situation.

We will pay from the time the order is invoked until the time the order is revoked, or for a period of 30 days, whichever first occurs.

d. Failure of supply services

We will pay for:

i. the cost of Temporary Accommodation You necessarily incur;

ii. the actual Rent You lose;

if Your Lot/Unit or Common Area is made unfit to be occupied for its intended purpose by the failure of electricity, gas, water or sewerage services resulting from Damage by an Event claimable under Section 1 happening to property belonging to or under the control of any such supply authority, provided the failure of services extends for more than 48 hours We will pay from the time of the failure until the time such services are reinstated, or for a period of 30 days, whichever first occurs.

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e. Cost of reletting

When You have leased out Your Lot/Unit or Common Area, We will pay reasonable reletting costs up to $1,500 a Lot/Unit or Common Area if it is made unfit to be occupied for its intended purpose due to:

i. Damage to Your Insured Property that is admitted as a claim under Section 1; and

ii. Your Tenant at the time of the Event subsequently advises they will not be reoccupying the Lot/Unit or Common Area they previously leased.

f. Meeting room hire

We will pay up to $5,000 for the cost of hiring temporary meeting room facilities for the purpose of holding Your annual general meeting or committee meetings if You are unable to occupy the meeting room facilities forming part of Your Insured Property due to Damage to Your Insured Property that is admitted as a claim under Section 1.

We will pay from the time of the Event until the time when access to Your meeting room facilities is re-established.

g. Lot Owners' contributions and fees

We will pay, up to $2,000 per Lot/Unit, for contributions, levies, maintenance and other fees You are required to pay during the period Your Lot/Unit is made unfit to be occupied for its intended purpose due to Damage to Your Insured Property that is admitted as a claim under Section 1.

h. Lot Owners' removal and storage costs

We will pay the reasonable costs You necessarily incur in:

i. removing undamaged Lot Owners' Contents to the nearest place of safekeeping;

ii. storing undamaged Lot Owners' Contents at that place or an equivalent alternate place;

iii. returning undamaged Lot Owners' Contents to Your Situation when occupancy of their Lot/Unit is permitted;

iv. insuring undamaged Lot Owners' Contents during such removal, storage and return;

following Damage to Your Insured Property that is admitted as a claim under Section 1 that renders the Lot/Unit unfit to be occupied for its intended purpose.

i. Lot Owners' travel costs

When You have leased out Your Lot/Unit We will, if Your Lot/Unit is made unfit to be occupied for its intended purpose due to Damage to Your Insured Property that is admitted as a claim under Section 1, We will pay up to $250 per Lot/Unit for reasonable travel costs You incur in visiting Your Lot/Unit for the purpose of consulting with claim adjusters and/or building repairers.

We will not pay unless You first obtain Our consent to incur such travel costs, which will not be unreasonably withheld.

The combined total amount We will pay under Special Benefit 1 – Temporary Accommodation / Rent / contributions / storage – a. to i. arising out of any one Event that is admitted as a claim under Section 1 is limited to the percentage of the Building Sum Insured for Section 1 as shown in the Schedule or such other percentage as We may agree in writing.

2. Emergency accommodation

When You occupy Your Lot/Unit for residential purposes, We will pay up to $2,500 a Lot/Unit for the reasonable cost of emergency accommodation You necessarily incur if Your Lot/Unit is made unfit to be occupied for its intended purpose due to:

a. Damage to Your Insured Property that is admitted as a claim under Section 1; or

b. reasonable access to or occupancy of Your Lot/Unit being prevented by Damage from an Event claimable under Section 1 happening to other property in the immediate vicinity.

3. Alterations/additions

When You make alterations, additions or renovations to Your Insured Property during the Period of Insurance, We will during the construction period pay up to $250,000 for Damage to such alterations, additions or renovations by an Event claimable under Section 1 – Insured Property provided:

i. the value of such work does not exceed that amount; or

ii. You notify Us and We otherwise agree in writing before the commencement of such work;

but We will not pay if, under the terms and conditions of the contract You have signed with the builder, contractor or similar entity, such party is required to effect cover under a Contract Works or similar insurance policy that insures material damage.

4. Arson reward

We will pay a total reward of up to $10,000 for information (irrespective of the number of people supplying information) which leads to a conviction for arson, theft, vandalism or malicious damage, provided such Damage to Your Insured Property is claimable under

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Section 1. We will pay the reward to the person or persons providing such relevant information or in such other manner as We may reasonably decide.

5. Electricity, gas, water and similar charges – excess costs

We will pay up to $5,000 for the cost of increased usage, accidental discharge or additional management charges of metered electricity, gas, sewerage, oil and water You are required to pay following Damage to Your Insured Property that is admitted as a claim under Section 1.

6. Electricity, gas, water and similar charges – unauthorised use

We will pay up to $5,000 any one Period of Insurance for the cost of metered electricity, gas, sewerage, oil and water You are legally required to pay following its unauthorised use by any person taking possession or occupying Your Insured Property without Your consent.

We will not pay unless all reasonably practicable steps are taken to terminate such unauthorised use as soon as reasonably practicable after You become aware of it.

7. Fusion of motors

We will pay up to $5,000 for the cost of repairing or replacing an electric motor forming part of Your Insured Property Damaged by Fusion.

If the motor forms part of a sealed unit We will also pay for the cost of replacing gas.

If the motor in a sealed unit cannot be repaired or replaced because of the unit's inability to use a different type of refrigerant (a new gas as required by regulation) or parts are no longer available, then We will only pay the cost that would have been incurred in replacing with an equivalent modern-day appliance. If an equivalent modern-day appliance is not available, then one as close as possibly equivalent will be the basis of any claim.

We will not pay for:

- **a.** motors under a guarantee or warranty or maintenance agreement;
- **b.** other parts of any electrical appliance nor for any software;
- **c.** lighting or heating elements, fuses, protective devices or switches;
- **d.** contact at which sparking or arcing occurs in ordinary working.

How We will settle Your Fusion claim

If Your claim is accepted, We will settle Your claim reasonably in one of the following ways:

- **a.** repairing the Insured Property;
- **b.** replacing the Insured Property; or
- **c.** paying for the cost of same to a condition equal to but not better or more extensive than its condition immediately before the Fusion.

We will not pay for the cost of any alterations, additions, improvements, modifications or overhauls.

Where components or manufacturers' specifications are no longer available due to obsolescence, the basis of settlement will be the cost of providing alternative suitable components equal to but not better or more extensive than the original component being substituted.

8. Environmental improvements

If Damage to Your Insured Property is admitted as a claim under Section 1 and the cost to rebuild, replace or repair the Damaged portion is more than 25% of what the cost would have been had your Insured Property been totally destroyed We will, in addition to the cost of environmental improvements claimable under Section 1, also pay up to $20,000 for the cost of additional environmental improvements not previously installed, such as rainwater tanks, solar energy and grey water recycling systems.

9. Exploratory costs, Replacement of defective parts

We will pay for the reasonable exploratory costs You necessarily incur in locating the source of bursting, leaking, discharging or overflowing of tanks, apparatus or pipes used to hold or carry liquid of any kind.

We will also pay for reasonable costs incurred in:

- **a.** repairing the area of Your Insured Property Damaged by such exploratory work;
- **b.** repairing or replacing the defective part or parts of such tanks, apparatus or pipes, to a limit of $1,000;
- **c.** rectifying contamination Damage or pollution Damage to land at Your Situation caused by the escape of liquid, to a limit of $1,000.

We will not pay for any of these costs if the bursting, leaking, discharging or overflowing is caused by a building defect, building movement, faulty workmanship, rust, oxidation, corrosion, Wear and Tear, gradual corrosion, gradual deterioration, Earth Movement or by trees, plants or their roots.

10. Fire extinguishing

We will pay for the reasonable costs and expenses You necessarily incur in:

- **a.** extinguishing a fire at Your Situation, or in the vicinity of Your Situation and threatening to

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involve Your Insured Property or for the purpose of preventing or diminishing Damage including the costs to gain access to any property;

b. replenishing firefighting appliances, replacing used sprinkler heads, and resetting fire, smoke and security alarm systems;

c. shutting off the supply of water or any other substance following the accidental discharge or escape of such substances from fire protective equipment.

11. Funeral expenses

When a Lot/Unit is occupied by the Lot Owner, We will pay up to $5,000 a Lot/Unit for funeral expenses if the Lot Owner, or a family member who permanently resides with the Lot Owner, dies as the direct consequence of Damage to Your Insured Property that is admitted as a claim under Section 1.

12. Keys, lock Replacement

We will pay up to $25,000 for the reasonable costs You necessarily incur in:

a. re-keying or re-coding locks together with replacement keys; or

b. replacing locks with locks of a similar type and quality if they cannot be re-keyed or re-coded;

if the keys to Your Insured Property are stolen as a consequence of forcible entry into or out of:

i. any building forming part of such property;

ii. the premises of a keyholder; or

iii. during the hold-up of a person who normally has the keys in their possession.

We will not pay if there are reasonable grounds to believe the keys or codes have been stolen or duplicated by any occupant or previous occupant of Your Insured Property, or by their family or friends.

13. Landscaping

We will pay the lesser of 1% of the Building Sum Insured under Section 1 or $100,000, for the reasonable costs You or a Lot Owner necessarily incur in replacing or repairing Damaged trees, shrubs, plants, lawns or rockwork at Your Situation lost or Damaged by an Event claimable under Section 1.

For fallen trees or branches that have caused Damage to Your Insured Property, We will pay up to $5,000 for the reasonable professional costs You necessarily incur for their removal and disposal.

We will not pay for removal or disposal of trees or branches that have fallen and not Damaged Your Insured Property.

14. Modifications

When a Lot/Unit is occupied by the Lot Owner We will pay up to $50,000 a Lot/Unit for modifications to that Lot/Unit if the Lot Owner is physically injured and becomes a paraplegic or quadriplegic as the direct consequence of Damage to Your Insured Property that is admitted as a claim under Section 1.

This Benefit only applies if the paraplegia or quadriplegia has continued for a period of not less than six months from the date of the Event and is substantiated by a legally qualified medical practitioner.

15. Money

We will pay up to $25,000 for loss of Your money while in the personal custody of an Office Bearer or committee member of Yours, or of Your Body Corporate Manager/ Agent while acting on Your behalf.

We will not pay for fraudulent misappropriation, theft or any attempt to engage in such acts by:

a. any person in Your employment;

b. a Lot Owner, including any family member permanently residing with them; or

c. a proxy of a Lot Owner.

16. Mortgage discharge

We will pay up to $10,000 to discharge any mortgage over Your Insured Property if it becomes a total loss, is not replaced and We have paid the Sum Insured payable under Section 1.

17. Personal property of others

We will pay up to $10,000 for the Indemnity Value of personal property of others (including employees) which is Damaged by an Event claimable under Section 1 while in Your physical or legal control.

18. Pets, security dogs

When a Lot/Unit is occupied solely for residential purposes, We will pay up to $1,000 a Lot/Unit for the reasonable costs You necessarily incur for boarding pets or security dogs if the Lot/Unit is rendered unfit for its intended purpose by Damage to Your Insured Property that is admitted as a claim under Section 1 and Temporary Accommodation does not allow pets or security dogs.

19. Purchaser's interest

We will cover a purchaser's legal interest in Your Insured Property, in accordance with the terms and conditions of Section 1, when the purchaser has signed an agreement to buy part of or all of such property.

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20. Damaged office records

We will pay up to $100,000 for the reasonable expenditure You necessarily incur in collating information, preparing, rewriting or reproducing records, books of account, Electronic Data and valuable papers directly related to Your Insured Property which are Damaged by an Event claimable under Section 1, while anywhere in Australia.

21. Removal, storage costs

We will pay up to $25,000 for the reasonable costs You necessarily incur in:

a. removing any undamaged portion of Your Insured Property to the nearest place of safe keeping;

b. storing such undamaged portion at that place or an equivalent alternate place;

c. returning such undamaged portion to the Situation when restoration work is completed;

d. insuring Your undamaged Insured Property during such removal, storage and return;

following Damage to Your Insured Property that is admitted as a claim under Section 1.

22. Removal of squatters

We will pay up to $1,000 any one Period of Insurance for legal fees You necessarily incur to repossess Your Insured Property or a Lot/Unit if squatters are living in it.

We will not pay unless You first obtain Our consent to incur such legal fees, which We will not unreasonably withhold.

23. Title deeds

We will pay up to $5,000 for the reasonable costs You necessarily incur in replacing Title Deeds to a Lot/Unit or Your Insured Property if Damaged by an Event claimable under Section 1, while anywhere in Australia.

24. Water removal from basement

We will pay up to $2,000 for the reasonable costs You necessarily incur in removing water from the basement or undercroft area of Your Insured Property if such inundation is directly caused by Storm or Rainwater.

We will not pay if the inundation is caused by any other Event that is not claimable under Section 1.

Exclusions

1. We will not pay for damage caused by or arising directly or indirectly from:

a. Storm or Rainwater to retaining walls, or caused by Flood if shown in the Schedule as not selected;

b. lack of maintenance, rust, oxidation, corrosion, mould, mildew, Wear and Tear, fading, concrete or brick cancer, developing flaws, wet or dry rot, gradual corrosion or gradual deterioration or, failure to maintain Your Insured Property in a reasonably good state of repair. This includes when the damage to the Insured Property is caused by light, air, sand, the climate (which includes wind or rain) or the passage of time;

c. overwinding, mechanical breakdown or derangement, electrical breakdown or derangement, or failure caused by electric current. However, We will pay if the Damage is due to:

i. Fusion of electric motors as covered under Special Benefit 7;

ii. lightning;

iii. power surge when such Event is confirmed by the supply authority; or

iv. resulting fire Damage;

d. any Action of The Sea;

e. vibration or from the removal or weakening of or interference with the support of land or buildings or any other property, Erosion or Earth Movement. However, We will pay if the Damage is due to:

i. earthquake or seismological disturbance, Tsunami, explosion, physical impact by aircraft;

ii. bursting, leaking or overflowing of water tanks, pipes, drains, gutters or other water or liquid carrying apparatus;

f. underground (hydrostatic) water. However, We will pay if the Damage is due to bursting, leaking or overflowing of water tanks, pipes, or drains;

g. the invasion of tree or plant roots nor for the cost of clearing pipes or drains blocked by any such invasion. However, We will pay for water or liquid Damage resulting from blocked pipes or drains;

h. inherent defect or latent defect that you were aware of, or a reasonable person in the circumstances would have been aware of;

i. vermin, mice, rats, termites, insects, or by pecking, biting, chewing or scratching by birds or animals. However, We will pay if any of these causes directly result in Damage from any other Event claimable under Section 1 – Insured Property such as fire or glass breakage;

j. the movement of swimming pools or spas or the accidental breakage, chipping or lifting of tiles of swimming pools or spas or their surrounds;

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

k. water in swimming pools, spas or water tanks;

l. normal settling, creeping, heaving, seepage, shrinkage, or expansion in buildings, foundations/ footings, walls, bridges, roadways, kerbing, driveways, paths, garden borders and other structural improvements;

m. smut or smoke from industrial operations (other than sudden or unforeseen Damage resulting therefrom);

n. any process involving the application of heat being applied directly to any part of Your Insured Property. However, We will pay if any other part of Your Insured Property is Damaged or destroyed by fire.

2. We will not pay for damage to:

a. glass caused by artificial heat, during installation or removal, which has a crack or imperfection, or is required to be insured by any other party in terms of an occupancy agreement;

b. carpets and other floor coverings resulting from staining, fading or fraying. However, We will pay if the Damage directly results from any other Event claimable under Section 1 – Insured Property;

c. boilers (other than boilers used for domestic purposes), economisers or pressure vessels and their contents resulting from the explosion thereof;

d. Your Insured Property if it is vacant and undergoing demolition, unless Our written consent to continue cover has been obtained before the commencement of demolition, which will not be unreasonably withheld;

e. Your Insured Property directly resulting from construction, erection, alteration or addition where the value of such work exceeds $500,000 unless Our written consent to continue cover has been obtained, which will not be unreasonably withheld, before the commencement of such work. However, We will pay for Damage which results from any other Event claimable under Section 1.

3. We will not pay for:

a. demolition ordered by any Public or Statutory Authority as a result of Your failure, or the failure of anyone acting on Your behalf, to comply with any lawful requirement or due to the incorrect siting of Your Insured Property;

b. Damage caused by non-rectification of an Insured Property defect, error or omission that You were aware of, or should reasonably have been aware of;

c. the cost of rectifying faulty or defective materials or faulty or defective workmanship, design or specification;

d. consequential loss, including but not limited to any:

i. loss of use;

ii. loss of contract;

iii. loss of profit/revenue;

iv. loss of opportunity;

v. loss of goodwill and/or reputational damage; or

vi. special damages;

other than specifically provided under an operative Additional Benefit or Special Benefit;

e. Wear and Tear.

Claims – how We will settle Your claim

1. Rebuilding, Replacement or repair

If Your Insured Property is Damaged, and Your claim is accepted, after consultation with You, We will either rebuild, replace, repair or pay the amount it would cost to rebuild, replace or repair.

Additionally, if We accept a claim for Lot Owners' Contents cover, after consultation with You, We will either rebuild, replace, repair or pay the amount it would cost to rebuild, replace or repair.

The amount We pay under Section 1 will be the cost of Replacement at the time of Replacement subject to the following provisions:

a. the necessary work of rebuilding, replacing or repairing (which may be carried out upon another site or in any manner suitable to Your requirements provided Our liability is not increased), must be commenced and carried out without unreasonable delay;

b. where Your Insured Property or, in respect to an accepted claim for Lot Owners' Contents cover, should the Lot Owners' Fixtures and Fittings in the Lot/Unit contain any architectural or structural feature of an ornamental, heritage or historical character or where materials used in the original construction are not readily available, We will use the nearest equivalent available to the original materials;

c. if it is lawful, and with Our prior written consent, which will not be unreasonably withheld, You will not be required to actually rebuild any building destroyed but may purchase any alternative existing building or part thereof to replace all or part of the one destroyed.

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

Such Replacement will be deemed to constitute Replacement for the purpose of this insurance provided Our liability is not increased;

d. if You cause unreasonable delays in commencing or carrying out Replacement, We will not pay any extra costs that result from that delay;

e. when We wish to rebuild, replace or repair and You do not want this to occur and submit a claim for cash settlement in lieu, We will only pay Indemnity Value, which means We will:

i. reduce the amount payable after due consideration of age and condition of the property at the time of loss. We will ensure any reduction of the amount payable is fair and reasonable;

ii. not pay in excess of Indemnity Value of Your Insured Property; and

iii. seek release from further liability under this Section.

We will not pay under Section 1 as part of the cost of Replacement for the cost to:

i. rebuild or replace Your undamaged Insured Property, or, if applicable, Lot Owners' Fixtures and Fittings in the Lot/Unit;

ii. rebuild, replace or repair illegal installations.

2. Undamaged part of Insured Property, foundations and footings

If Your Insured Property is Damaged and any Public or Statutory Authority requires Replacement to be carried out on another site We will pay for the value of any undamaged part of Your Insured Property, including foundations and footings, as though they had been destroyed.

If the sale value of the original Situation with such undamaged part is greater than without them We will deduct the amount of such difference from any settlement otherwise payable by Us.

3. Floor space ratio

If Your Insured Property is Damaged and Replacement is limited or restricted by any Public or Statutory Authority requirement which results in the reduction of the floor space ratio index, We will pay:

a. the difference between:

i. the actual costs incurred in Replacement in accordance with the reduced floor space ratio index; and

ii. the estimated cost of Replacement at the time of Damage had the reduced floor space ratio index not applied;

alternatively, We will pay:

b.

i. the actual costs incurred in Replacement in accordance with the reduced floor space ratio index; plus

ii. the cost of purchasing an existing building or part thereof equivalent in size to the area by which the floor space ratio index has been reduced; or

iii. the cost of purchasing a block of land and the cost of Replacement thereon of Insured Property equivalent in size to the area by which the floor space ratio index has been reduced;

provided that Our liability does not exceed the estimated cost of Replacement at the time of Damage had the reduced floor space ratio index not applied.

4. Land Value

We will pay the difference between Land Value before and after Damage if any Public or Statutory Authority refuses to allow Your Insured Property to be replaced or only allows partial Replacement, less any sum paid by way of compensation by any such authority.

5. Electronic Data

We will pay the cost of reasonable and necessary expenses incurred to recreate, gather or assemble lost or Damaged Electronic Data, but not the value of the Electronic Data to You or any other party, even if such Electronic Data cannot be recreated, gathered or assembled.

Special Provisions

1. Under Clauses 2., 3. and 4. above, Our liability is limited to the extent to which the Sum Insured for Section 1 is not otherwise expended.

2. Under Clauses 2. and 4. above, any differences relating to value may be referred to the Australian Property Institute Inc. who will appoint a qualified valuer whose decision will be final and binding.

Excesses

Special Provisions

In relation to Damage resulting from Vandalism or Malicious Act, an excess will be applied to each Event that caused the Damage.

Earthquake Excess

For earthquake or seismological disturbance, where loss or Damage occurs during any one period of 72 consecutive hours, the Excess is $1,000, or the Excess amount shown in the Schedule, whichever is greater.

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

Standard extension to Section 1

Lot Owners' Fixtures and Improvements

If the Sum Insured under Section 1 – Insured Property has been expended, We insure You up to the Sum Insured shown in the Schedule for Damage to Lot Owners' Fixtures and Improvements. The Event must be claimable under Section 1 and must occur during the Period of Insurance.

This standard extension (Lot Owners' Fixtures and Improvements) is subject to the same terms, conditions and exclusions as Section 1 – Insured Property as they may be expressly varied herein.

Claims – how We will settle Your claim

If Lot Owners' Fixtures and Improvements are Damaged, and Your claim is accepted, We will either replace, repair or pay the amount it would cost to replace or repair.

The amount We pay under this standard extension will be the cost of Replacement at the time of Replacement subject to the following provisions:

a. the necessary work of replacing or repairing must be commenced and carried out without unreasonable delay;

b. if You cause unreasonable delays in commencing or carrying out Replacement or repair, We will not pay any extra costs that result from that delay;

c. where materials used in the original construction are not readily available, We will use the nearest equivalent available;

d. when We wish to replace or repair and You do not want this to occur, We will only pay Indemnity Value.

We will not pay for the cost to:

i. replace undamaged Lot Owners' Fixtures and Improvements;

ii. replace or repair illegal installations.

Definition

The word listed below has been given a specific meaning and applies to this automatic extension when it begins with a capital letter.

Lot Owners' Fixtures and Improvements

means any fixture or structural improvement, installed by a Lot Owner for their exclusive use and which is permanently attached to or fixed to Your Building so as to become legally part of it, including any improvements made to an existing fixture or structure.

Optional extensions to Section 1

The following policy extensions are optional and if selected by the insured are subject to additional Premium. If selected, the Sum Insured for each optional extension will be shown on the Schedule.

1. Catastrophe Insurance

What We insure

If selected and shown in the Schedule, We insure You up to the Sum Insured shown in the Schedule for this optional extension (Catastrophe Insurance), against the Escalation in the cost of Replacement of Your Insured Property if it is destroyed, or it is assessed as a constructive total loss, following a loss which occurs during the Period of Insurance:

1. **a.** due to a Catastrophe; or

b. due to another Event which occurs not later than 60 days after a Catastrophe, provided Your Insured Property has been continuously insured with Us for that period; and

2. the Event giving rise to the loss is admitted as a claim under Section 1 – Insured Property.

Special Benefits

Special Benefits are included in addition to the Sum Insured for this optional extension (Catastrophe Insurance).

The total amount We will pay under Special Benefits 1 to 4 arising out of any Event claimable under this optional extension is limited to the percentages shown hereunder of the Sum Insured for this optional extension or such other percentage as We may agree in writing.

a. Special Benefit 1. 15%;

b. Special Benefit 2. 5%;

c. Special Benefit 3. and 4. combined 5%;

1. Temporary Accommodation / Rent – extended period of cover

a. Temporary Accommodation

When You occupy Your Lot/Unit We will pay the reasonable cost of Temporary Accommodation You necessarily incur if Your Lot/Unit is Damaged and made unfit to be occupied for its intended purpose:

- due to the happening of a Catastrophe, or other Event referred to in Clause 1.b. of 'What We insure'; and
- the Damage to Your Insured Property is admitted as a claim under Section 1 – Insured Property.

We will pay from the time indemnity provided under Special Benefit 1.a. of Section 1 – Insured Property is expended until the time You reoccupy Your Lot/Unit following completion of rebuilding, repairs or Replacement.

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

b. Rent

When You have leased out or can substantiate by means of a signed agreement that You would have leased out Your Lot/Unit or Common Area We will pay the actual Rent You lose or would have lost if Your Lot/Unit or Common Area is Damaged and made unfit to be occupied for its intended purpose:

- due to the happening of a Catastrophe, or other Event referred to in Clause 1.b. of 'What We insure';
- and Damage to Your Insured Property is admitted as a claim under Section 1 – Insured Property.

We will pay from the time indemnity provided under Special Benefit 1.b. of Section 1 – Insured Property is expended until the time Your Lot/Unit or Common Area is re-let following completion of rebuilding, repairs or Replacement provided You demonstrate You have taken all reasonable actions to obtain a new tenant.

2. Temporary Accommodation – escalation in cost

When You occupy Your Lot/Unit We will pay for Escalation in the cost of Temporary Accommodation You necessarily incur if Your Lot/Unit is Damaged and made unfit to be occupied for its intended purpose:

- due to the happening of a Catastrophe, or other Event referred to in Clause 1.b. of 'What We insure';
- and the Damage to Your Insured Property is admitted as a claim under Section 1 – Insured Property.

We will pay from the time Temporary Accommodation is obtained until the time You reoccupy Your Lot/Unit following completion of rebuilding, repairs or replacement.

3. Removal, storage

We will pay for the costs You necessarily incur in:

a. removing any undamaged portion of Your Insured Property to the nearest place of safekeeping;

b. storing the undamaged portion at that place or an equivalent alternate place;

c. returning the undamaged portion to Your Situation when occupancy of Your Insured Property is permitted;

d. insuring Your undamaged Insured Property during such removal, storage and return.

We will pay if the Damage to Your Insured Property is due to:

- the happening of a Catastrophe, or other Event referred to in Clause 1.b. of 'What We insure';
- and the Damage to Your Insured Property is admitted as a claim under Section 1 – Insured Property.

The amount We pay will be reduced by any amount payable for such costs under Section 1 – Insured Property.

4. Cost of Evacuation

When You occupy Your Lot/Unit for residential purposes We will pay for the Cost of Evacuation You, or any person or persons permanently residing with You at the time immediately prior to such a happening, necessarily incur following an order issued by a Public or Statutory Authority, Body, entity or person so empowered by law, to evacuate Your Lot/Unit:

- due to the happening of a Catastrophe; and
- the Damage to Your Lot/Unit is admitted as a claim under Section 1 – Insured Property.

Any Cost of Evacuation so payable will be reduced by any amount paid or payable by way of compensation by any Public or Statutory Authority.

Claims – how We will settle Your claim

The basis upon which the amount payable as escalation in the cost of Replacement is to be calculated as the difference between:

a. the actual cost necessarily incurred to rebuild, repair or replace Your Insured Property following a Catastrophe, or other Event referred to in Clause 1.b. of 'What We insure'; and

b. the greater of either:

i. the cost that would have applied to rebuild, repair or replace Your Insured Property in terms of Section 1 – Insured Property immediately prior to the Catastrophe; or

ii. the Sum Insured in force under Section 1 – Insured Property at the time of the Catastrophe, or other Event referred to in Clause 1.b. of 'What We insure'.

Special Provisions

1. No payment will be made under this Catastrophe Insurance optional extension until such time as the greater amount determined in accordance with the provisions of Clause b. of 'Claims – how We will settle Your claim' has been fully expended in Replacement of Your Insured Property.

2. In certifying the cost of Replacement of Your Insured Property at the time immediately prior to a happening giving rise to a claim under this Catastrophe Insurance optional extension the qualified valuer, loss adjuster or other suitably qualified person will use as the basis of certification:

a. the accepted building industry cost standards or recognised cost of materials guide in force on

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the day immediately prior to the happening of the Catastrophe or a day as close as practicable thereto;

b. any extra cost necessarily incurred to comply with any Public or Statutory Authority requirements but will not include any cost that would have been incurred in complying with orders issued prior to the Damage;

c. architects' fees, surveyors' fees and any other professional fees;

d. legal fees necessarily incurred in making submissions or applications to any Public or Statutory Authority, Builders Licensing Board, or Land and Environment Courts as a result of Damage to Your Insured Property;

e. fees, contributions or imposts payable to any Public or Statutory Authority to obtain consent to rebuild, replace or repair Your Insured Property.

3. Any differences relating to the cost of Replacement at the time immediately prior to a happening giving rise to a claim under this Catastrophe Insurance optional extension may be referred to the Australian Property Institute Inc. who will appoint a qualified valuer whose decision will be binding.

Conditions

This Catastrophe Insurance optional extension is subject to the same terms, conditions and exclusions as Section 1 – Insured Property and except as they may be expressly varied herein.

Definitions

The words listed below have been given a specific meaning and apply to this Catastrophe Insurance optional extension when they begin with a capital letter.

Catastrophe

means an Event which is sudden and widespread and which causes substantial damage to property over a large area, and as a result of which the Insurance Council of Australia issues a catastrophe code.

Cost of Evacuation

means costs necessarily incurred for road, rail, air or sea transport to the designated place of evacuation and returning to Your Situation from the place of evacuation to resume permanent residency.

Escalation in the Cost of Temporary Accommodation

means, when a Lot/Unit in Your Insured Property is occupied by a Lot Owner, the difference between:

a. the amount of money payable for rental of a residential building or similar type accommodation of substantially the same size, containing similar facilities and in an equivalent suburban environment as Your Insured Property, following a Catastrophe or other loss referred to in Clause 1.b. of 'What We insure'; and

b. the cost of Temporary Accommodation that would have applied had the Catastrophe not occurred.

2. Machinery Breakdown

What We insure

If selected and shown in the Schedule, We will insure You up to the Sum Insured shown in the Schedule against Insured Damage provided that the Insured Item is within Your Situation and was operating as intended at the time Damage occurs.

The amount We pay will:

- be calculated in accordance with the clause herein titled 'Claims – how We will settle Your claim';
- be subject to the application of any Excess shown in the Schedule; and
- not exceed the Sum Insured stated in the Schedule.

Additional Benefits

Additional Benefits are included when the Sum Insured under this optional extension is not otherwise expended in respect of any one Event. We will pay for the reasonable cost of:

1. expediting repair including overtime working;

2. express or air freight;

3. replacing oil and refrigerant gas from air-conditioning units or refrigeration units;

4. hiring a temporary replacement item provided such cost is necessary to maintain a vital service provided by You.

These costs must be incurred as the result of Insured Damage.

Special Benefit

Special Benefit for Loss of Rent and/or Temporary Accommodation following a breakdown of plant and equipment is included in addition to the Sum Insured under this optional extension.

We will pay for the reasonable cost of:

1. Temporary Accommodation You necessarily incur;

2. the actual Rent You lose;

if Your Lot/Unit or Common Area is made unfit to be occupied for its intended purpose by the breakdown of plant and equipment resulting from Damage by an

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

Event claimable under this optional extension provided the breakdown of plant and equipment extends for more than seven days, We will pay from the time of the breakdown of plant and equipment until the time such plant and equipment is repaired or replaced.

Unless otherwise agreed in writing, Our liability for Loss of Rent or Temporary Accommodation will be limited up to a maximum of 20% of the amount shown in the Schedule as applying to this optional extension, and not exceeding a maximum of 30 days following the breakdown of plant and equipment.

Exclusions

We will not pay for:

1. Damage caused by:

- **a.** Wear and Tear;
- **b.** chipping, scratching or discolouration of painted, polished or finished surfaces;
- **c.** the deterioration of any pre-existing crack, fracture, blister, lamination, flaw or grooving which had not previously penetrated completely through the entire thickness of the material of the Insured Item, notwithstanding that repair or renewal of the part affected may be necessary either immediately or at some future time, except where caused by Insured Damage and You did not know or should not reasonably have known of the pre-existing condition;
- **d.** the wearing away or wasting of material caused by or naturally resulting from atmospheric conditions, rust, Erosion, corrosion, oxidation or ordinary use;
- **e.** the tightening of loose parts, recalibration or adjustments;
- **f.** the carrying out of tests involving abnormal stresses or the intentional overloading of any Insured Item.

2. Damage to:

- **a.** glass or ceramic components;
- **b.** defective tube joints or other defective joints or seams;
- **c.** any valve fitting, shaft seal, gland packing joint or connection except where caused directly by Insured Damage;
- **d.** foundations, brickwork, and refractory materials forming part of an Insured Item;
- **e.** television, video or audio equipment other than security system equipment;
- **f.** expendable items, including electrical and electronic glass bulbs, tubes, lamps, x-ray tubes, electrical contacts, fuses, heating elements, commutators, slip rings, conducting brushes, thermal expansion (TX) valves, thermostats, protective and controlling devices, over-loads, chains, belts, ropes, tyres, pressure switches, bearings, valves, valve plates, filters and dryers;
- **g.** computers, telecommunication transmitting and receiving equipment, electronic data processing equipment, electrical office machines, coin operated machines, gaming machines, storage tanks and vats, stationary and mobile pressure vessels containing explosive gases, mobile machinery, ducting, reticulating electrical wiring, water and gas piping and all other plant and equipment not owned by You;
- **h.** plant which has been hired or is on loan unless We specifically agree in writing.

3. consequential loss of any kind, including but not limited to loss of use, loss of contract, loss of profit/revenue, loss of opportunity, loss of goodwill and/or reputational damage, or special damages, other than that which is specifically stated.

4. Damage caused by the application of any tool or process in the course of maintenance, inspection, repair, alteration, modification or overhaul.

5. Damage occurring during installation or erection other than the dismantling, movement and re-erection for the purpose of cleaning, inspection, repair or installation in another position within the Situation.

6. Damage which is claimable from any manufacturer, supplier, engineer or other person under the provisions of any maintenance or warranty agreement.

7. loss of oil, liquid or gas resulting from leakage from glands, seals, gaskets, joints or from corroded, pitted or deteriorated parts.

8. the cost of converting refrigeration/air-conditioning units from the use of CFC (chlorofluorocarbon) refrigerant gas to any other type of refrigerant gas.

Claims – how We will settle Your claim

If Your claim is accepted, We will, in consultation with You, settle Your claim by repairing or replacing the Insured Item, or paying for the cost of same to a condition equal to but not better or more extensive than its condition immediately before the Insured Damage.

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

We will not pay for the cost of any alterations, additions, improvements, modifications or overhauls.

Where components or manufacturers' specifications are no longer available due to obsolescence, the basis of settlement will be the cost of providing alternative suitable components equal to but not better or more extensive than the original component being substituted.

Definitions

The words listed below have been given a specific meaning and these specific meanings apply to Section 1 – Insured Property optional extension (Machinery Breakdown) when the words begin with a capital letter.

Insured Damage

means Damage which occurs during the Period of Insurance and requires repair or Replacement to allow continuation of use, other than by a cause:

a. which is covered under Section 1 – Insured Property; or

b. which is not claimable under Section 1 – optional extension – Machinery Breakdown.

Insured Item

means:

a. lifts, elevators, escalators and inclinators provided they are subject to a current comprehensive maintenance agreement;

b. all other electrical, electronic and mechanical machinery, boilers and pressure vessels and similar plant;

that forms part of Your Insured Property or its services.

3. Lot Owners' Contents cover

If:

a. Lot Owners' Contents cover is selected and shown in the Schedule;

b. We accept a claim for Damage to Your Insured Property under Section 1;

c. the Sum Insured under Section 1 is not otherwise expended in respect to the one Event; and

d. Damage to Lot Owners' Fixtures and Fittings results from the same Event in connection with Rainwater, Storm or Escape of Liquid that caused the Damage to Your Insured Property,

We will insure You for the Damage to Lot Owners' Fixtures and Fittings within the Lot/Unit to repair, or replace as a consequence of Damage to your Insured Property, up to the maximum amount per Lot/Unit shown on the Schedule.

We will not pay for:

a. Damage to Lot Owners' Fixtures and Fittings:

i. where Your Lot/Unit is not used entirely or primarily for residential purposes;

ii. caused by or arising directly or indirectly from Flood, Action of The Sea or any other Event not specified;

b. any cover otherwise provided under Special Benefit 1 to Section 1 that directly relates to Lot Owners' Contents cover.

Definitions

The words listed below have been given a specific meaning and apply to Lot Owners' Contents when they begin with a capital letter.

Escape of Liquid

means the escape of water or liquid caused by the bursting, leaking, or discharging of pipes that form part of the Common Area.

Lot Owners' Fixtures and Fittings

means:

- any fixture or fitting which is permanently attached or fixed to the Lot/Unit, including but not limited to:
  - home appliances such as dishwashers, washing machines and dryers;
  - curtains or blinds, carpets, carpet underlay;
  - light fittings, ceiling fans or airconditioning units;
  - paint, wallpaper and temporary wall, floor and ceiling coverings.

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

Section 2 – Liability to Others

What We insure

If selected and shown in the Schedule, We will insure You up to the Limit of Liability shown in the Schedule for Section 2, if You become legally responsible to pay compensation for Personal Injury or Property Damage resulting from an Occurrence in connection with the ownership of Your Common Area and Insured Property that happens during the Period of Insurance.

Further, We will pay:

- **a.** all legal costs and expenses incurred by Us;
- **b.** reasonable cost of legal representation You necessarily incur with Our written consent, which We will not unreasonably withhold, at a coronial inquest or inquiry into any death which may be the subject of a claim for compensation under Section 2;
- **c.** other reasonable expenses You necessarily incur that We have agreed to reimburse; and
- **d.** all interest accruing after judgment has been entered against You until We have paid, tendered or deposited in court the amount that We are liable to pay following judgment;

in addition to the Limit of Liability shown in the Schedule for Section 2.

For the avoidance of doubt, We agree to insure You up to the Limit of Liability specified in the Schedule for Section 2 for:

1. Bridges, roadways, kerbing, footpaths, services

compensation You become legally responsible to pay for Personal Injury or Property Damage arising from bridges, roadways, kerbing, footpaths, underground and overhead services You own at the Situation.

2. Car park liability

compensation You become legally responsible to pay for Personal Injury or Property Damage to Vehicles in Your physical or legal control where such Property Damage occurs in a car park You own at the Situation.

We will not pay if the Vehicle is owned or being used by You or is being used on Your behalf.

3. Fertiliser, pesticide, herbicide application

compensation You become legally responsible to pay for Personal Injury or Property Damage arising from the application of any fertiliser, pesticide or herbicide to Insured Property.

We will not pay:

- **a.** unless the fertiliser, pesticide or herbicide has been applied in conformity with any Public or Statutory Authority requirement or, in the absence of any such requirement, in conformity with the manufacturer's recommendations;
- **b.** for Damage to Insured Property, or its improvements including gardens and lawns, to which the fertiliser, pesticide or herbicide was being applied.

4. Hiring out of sporting and recreational facilities

compensation You become legally responsible to pay for Personal Injury or Property Damage arising from the hiring out of sporting or recreational facilities (such as but not limited to tennis courts or swimming pools) owned by You.

5. Recreational activities

compensation You become legally responsible to pay for Personal Injury or Property Damage arising from recreational or social activities arranged for and on behalf of Lot Owners and occupiers of Lots/Units.

6. Services

compensation You become legally responsible to pay for Personal Injury or Property Damage arising out of the service or services You provide for the benefit, general use and enjoyment of Lot Owners and occupiers of Lots/Units at Your Situation.

Services includes local council requirements for contractors (e.g. garbage) to enter Your Insured Property to perform related services.

We will not pay for any act of negligence of any council contractors on their part.

7. Watercraft

compensation You become legally responsible to pay for Personal Injury or Property Damage arising from any Watercraft (not exceeding eight metres in length) owned by You, in Your possession or physical or legal control.

We will not pay if any such item is or should have been insured under legislation of the State or Territory of Australia in which it is being used.

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

8. Wheelchairs, domestic garden equipment, other Vehicles

compensation You become legally responsible to pay for Personal Injury or Property Damage arising from any wheelchair, domestic garden equipment including lawn mowers, golf cart, golf buggy or other Vehicle owned by You, in Your possession or physical or legal control.

We will not pay if any such item is or should have been registered and/or insured under legislation in the State or Territory of Australia in which it is being used.

9. Court appearance

We will pay compensation of $250 per day if We require a Member or Your Body Corporate Manager/Agent to attend a Court as a witness in connection with a claim under Section 2.

Exclusions

We will not pay for any claim:

1. in connection with any liability for Personal Injury to any employee arising out of or in the course of their employment with You.

2. in respect of liability imposed by the provisions of any workers' compensation, accident compensation or similar legislation applying where Your Insured Property is situated.

3. in respect of:

- **a.** damage to property belonging to, rented by or leased by You or in Your physical or legal control, other than as provided under the operative items of Section 2;
- **b.** damage to property belonging to any person who is deemed a worker or employee within the provisions of any workers' compensation, accident compensation or similar legislation applying where Your Insured Property is situated;
- **c.** injury to or death of animals on Your Common Area;
- **d.** Personal Injury or Property Damage caused by animals on Your Common Area other than guard or watch dogs You employ for security purposes.

4. arising out of the rendering or failure to render professional advice by You or any error or omission connected therewith. This exclusion does not apply to the rendering or failure to render professional medical advice by a legally qualified medical practitioner, legally qualified registered nurse, dentist or first aid attendant You use to provide first aid services at Your Situation.

5. arising out of the publication or utterance of a defamation, libel or slander:

- **a.** made prior to the commencement of Section 2;
- **b.** made by You or at Your direction when You knew it to be false.

6. arising out of the ownership, possession or use by You of any Vehicle, Watercraft, hovercraft, aircraft or aircraft landing areas other than as provided under the operative items of Section 2.

7. arising out of or in connection with the ownership of marinas, wharves, jetties, docks, pontoons or similar type facilities (whether fixed or floating) if such facilities are used for commercial purposes or provide fuel distribution facilities, unless We otherwise agree in writing.

8. arising out of construction, erection, demolition, alterations or additions to Your Insured Property where the cost of such work exceeds $500,000, unless You advise Us and obtain Our written consent, which We will not unreasonably withhold, to continue cover before commencement of such works.

9. arising from vibration or from the removal or weakening of or interference with the support of land or buildings or any other property.

10. arising under the terms of any agreement unless liability would have attached to You in the absence of such agreement.

This exclusion does not apply to:

- **a.** liability assumed by You under any contract or lease of real or personal property;
- **b.** liability assumed by You in the course of ownership of Your Common Area and Insured Property under the terms of any written agreement with the company, person or firm appointed to manage ownership of Your Common Area and Insured Property except where liability arises out of:
  - i. any act of negligence on their part; or
  - ii. by their default in performing their obligations under such agreement.

11. arising out of or caused by the discharge, dispersal, release of or escape of Pollutants into or upon property, land, the atmosphere, or any water course or body of water. This exclusion does not apply if such discharge, dispersal, release or escape is sudden, identifiable, unexpected and unintended and takes place in its entirety at a specific time and place during the Period of Insurance.

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

12. arising out of or incurred in the prevention, removing, nullifying or clean-up of any contamination or pollution. This exclusion does not apply to clean-up, removal or nullifying expenses only which are incurred after a sudden, identifiable, unexpected and unintended happening which takes place in its entirety at a specific time and place during the Period of Insurance.

13. for fines or penalties or for punitive, aggravated, exemplary or additional damages (including interest and costs) imposed against You.

14. made or actions instituted:

- **a.** outside Australia;
- **b.** which are governed by the laws of a foreign country.

15. to the extent the Damage to the Lot Owners' Fixtures and Fittings within the Lot/Unit is covered under optional extension – Lot Owners' Contents cover in Section 1.

Definitions

The words listed below have been given a specific meaning and apply to Section 2 when they begin with a capital letter.

Occurrence

means an Event, including continuous or repeated exposure to substantially the same general conditions, which results in Personal Injury or Property Damage neither expected nor intended to happen by You.

Personal Injury

means:

- **a.** bodily injury (including death and illness), disability, fright, shock, mental anguish or mental injury;
- **b.** false arrest, wrongful detention, false imprisonment or malicious prosecution;
- **c.** wrongful entry or eviction or other invasion of the right of privacy;
- **d.** a publication or utterance of defamatory or disparaging material;
- **e.** assault and battery not committed by You or any Lot Owner or at Your or their direction unless committed for the purpose of preventing or eliminating danger to person or property;

which happens during the Period of Insurance anywhere in Australia.

Pollutants

means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

Property Damage

means:

- **a.** physical damage to or destruction of tangible property including its loss of use following such physical damage or destruction; or
- **b.** loss of use of tangible property which has not been physically damaged or destroyed provided that the loss of use has been caused by an Occurrence;

which happens during the Period of Insurance anywhere in Australia.

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

Section 3 – Voluntary Workers

What We insure

If selected and shown in the Schedule, We will pay to a Voluntary Worker, or that person's estate, the corresponding benefit set out in the Table of Benefits below in the event of such Voluntary Worker sustaining bodily injury during the Period of Insurance:

a. whilst voluntarily engaged in work on Your behalf; and

b. caused solely and directly by accidental, external and visible means; and

c. which, independently of any other cause results in the following insured events.

Table of Benefits

Insured event		Benefit
1.	Death	$300,000
2.	Total and irrecoverable loss of all sight in both eyes	$300,000
3.	Total and permanent loss of the use of both hands or of the use of both feet or the use of one hand and one foot	$300,000
4.	Total and permanent loss of the use of one hand or of the use of one foot	$150,000
5.	Total and irrecoverable loss of all sight in one eye	$150,000
6.a.	Total Disablement from engaging in or attending to usual profession, business or occupation in respect of each week of Total Disablement up to a maximum of 104 weeks. The maximum benefit per week is:	$2,000
6.b.	Partial Disablement from engaging in or attending to usual profession, business or occupation in respect of each week of Partial Disablement up to a maximum of 104 weeks. The maximum benefit per week is:	$1,000
7.	The reasonable cost of domestic assistance certified by a qualified medical practitioner that a Voluntary Worker is totally disabled from performing his/her usual profession, business, occupation or usual household activities – in respect of each week of disablement a weekly benefit not exceeding $500, up to a maximum of:	$5,000
8.	The reasonable cost of travel expenses necessarily incurred at the time of, or subsequent to, the sustaining of bodily injury to obtain medical treatment – up to a maximum of:	$2,000
9.	The reasonable cost of home tutorial expenses if the Voluntary Worker is a full-time student – in respect of each week of Total Disablement a weekly benefit not exceeding $250, up to a maximum of:	$2,500
10.	The reasonable cost of burial or cremation of a Voluntary Worker up to a maximum of:	$5,000

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

Exclusions

We will not pay any benefits with respect to any insured events referred to in the Table of Benefits:

a. arising out of intentional self-injury or suicide, or any attempt;

b. attributable wholly or in part to childbirth or pregnancy, notwithstanding that miscarriage or childbirth may have been accelerated or induced by the bodily injury sustained;

c. arising out of a Voluntary Worker being under the influence of alcohol or any drug, other than a drug prescribed by a qualified medical practitioner;

d. to children under the age of 12 years;

e. for bodily injury that does not manifest itself within 12 months of sustaining such bodily injury;

f. arising out of a Voluntary Worker failing to procure and follow proper medical advice from a legally qualified medical practitioner;

g. which are covered by Medicare, any workers' compensation legislation, any transport accident legislation, any common law entitlement, any government sponsored fund, plan or medical benefit scheme or any other insurance policy required to be effected by or under law;

h. which would result in Us contravening the *Health Insurance Act 1973* (Cth), the *Private Health Insurance Act 2007* (Cth) or the *National Health Act 1953* (Cth);

i. for more than one of insured events 6.a. and 6.b. in respect of the same period of time;

j. under insured events 6.a. and 6.b. in respect of persons not in receipt of wages, salaries or other remuneration from their personal exertion.

Conditions

The following conditions apply:

a. if a Voluntary Worker becomes entitled to benefits under more than one of the insured events 1 to 5 in respect of the same bodily injury, the benefits payable will be cumulative up to 100% of the benefit payable for insured event 1.

b. after the occurrence of any one of the insured events 2 to 5 there will be no further liability under Section 3 – Voluntary Workers for these insured events in respect of the same Voluntary Worker.

c. in the event of a claim involving the death of a Voluntary Worker We will be entitled to have a post-mortem examination carried out at Our expense.

Definitions

The words listed below have been given a specific meaning and apply to Section 3 when they begin with a capital letter.

Partial Disablement

means Partial Disablement which entirely prevents a Voluntary Worker from carrying out the normal duties of such person's usual occupation, profession or business or, where such person engages in more than one occupation, profession or business, any of them.

Total Disablement

means Total Disablement which entirely prevents a Voluntary Worker from carrying out all of the normal duties of such person's usual occupation, profession or business or, where such person engages in more than one occupation, profession or business, all of them.

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

Section 4 – Fidelity Guarantee and Cyber

FIDELITY GUARANTEE

What We insure

If selected and shown in the Schedule, We will pay, up to the Sum Insured shown in the Schedule, in respect of fraudulent misappropriation of Your Funds committed during the Period of Insurance.

Exclusions

We will not pay for:

1. any fraudulent misappropriation unless and until You have exhausted Your rights and entitlements to payment pursuant to any other fidelity bond or fidelity fund of whatsoever nature which might exist whether effected pursuant to statute or otherwise;
2. any fraudulent misappropriation committed after the initial discovery of loss;
3. any losses arising out of fraudulent misappropriation committed prior to the commencement of Section 4;
4. any claims arising out of losses discovered more than 12 months after the expiry of Section 4, or any renewal thereof.

Definitions

The word listed below has been given a specific meaning and applies to Section 4 - Fidelity Guarantee when it begins with a capital letter.

Funds

means money, securities or tangible property received by You, or collected on Your behalf, which has been or was to be set aside for the financial management of Your affairs. Funds do not include the personal money, securities or tangible property of Lot Owners or Members.

CYBER

What We insure

We will pay, up to the Sum Insured shown in the Schedule for loss as a result of Social Engineering Fraud first discovered by You during the Period of Insurance.

Our liability for such coverage will be reduced to the extent that We are prejudiced by Your failure to follow an Established Authentication Procedure.

Exclusions

We will not pay for:

1. loss resulting from the acts, errors, or omissions of Your Body Corporate Manager/Agent unless acting on Your behalf and in accordance with Established Authentication Procedures.
2. fraudulent misappropriation, theft, or any attempt to engage in such acts, by:
   a. any person in Your employment;
   b. a Lot Owner, including any family member permanently residing with them; or
   c. a proxy of a Lot Owner.
3. any consequential loss arising from:
   a. an Event which occurred prior to the Period of Insurance; or
   b. a misdirection of funds to the same third party after initial discovery of the loss.

Conditions

The following conditions apply:

1. You must exhaust Your rights under any other fidelity bond or fund before claiming under this section.
2. Cover is subject to:
   a. the implementation of procedures for verifying wire transfer requests; and
   b. a dual verification process for wire transfers above a specified threshold.

   However, this condition does not apply to Lot/Unit owners when a claim is being made as a result of payment of Body Corporate strata levies.
3. You must notify Us as soon as reasonably practicable of Your intention to make a claim under this Section by providing:
   a. written notice to Us, including a statement detailing the cause of loss, quantum of the claim and the proof of the loss; and
   b. a copy of any written report or notification of the incident to the police and any communications from the police regarding the incident.
4. There is no cover for loss or damage caused by Social Engineering Fraud that is not related to the usual activities of the Body Corporate.

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

Definitions

The words listed below have been given a specific meaning and apply to Section 4 - Cyber when they begin with a capital letter.

Established Authentication Procedure

means the verification of the validity of an instruction by a third party to transfer Money by:

- **a.** following a pre-arranged callback procedure; or
- **b.** other established procedural method.

The verification must have occurred prior to acting upon the transfer instruction.

Social Engineering Fraud

means the fraudulent misdirection of funds by a third party who, by impersonation, manipulates an Office Bearer, committee member, Body Corporate Manager/ Agent or Lot/Unit owner to issue an instruction to a financial institution to debit, pay, deliver, or transfer Money to that third party or another person or entity.

Money

means Your:

- **a.** currency, coins and bank notes in current use and having a face value; and
- **b.** traveller's cheques and money orders held for sale to the public.

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Section 5 – Office Bearers' Legal Liability

This Section 5 – Office Bearers' Legal Liability is issued on a Claims made and notified basis. This means Section 5 responds to Claims first made against You during the Period of Insurance and notified to Us during the same Period of Insurance.

What We insure

If selected and shown in the Schedule, We will, subject to any Excess specified in the Schedule:

- pay on Your behalf all Loss for which You are not indemnified by Your Body Corporate; or
- pay on behalf of Your Body Corporate all Loss for which they grant indemnification to You, as permitted or required by law, or for which Your Body Corporate is vicariously liable at law,

arising from any Claim:

a. first made against:

i. You, individually or otherwise; or

ii. Your Body Corporate Manager/Agent while acting as an Office Bearer;

during the Period of Insurance; and

b. reported to Us during the Period of Insurance or within 30 days thereafter.

Provided that Claims which do not comply with all of Clauses a. and b. of this insuring clause are not, other than as provided under Special Benefit 2 – Continuous cover of Section 5 – Office Bearers' Legal Liability, the subject of this insurance or any indemnity.

The amount payable in respect of all Claims under Section 5 will not in the aggregate exceed the Limit of Liability stated in the Schedule, inclusive of claimant's costs and expenses and Defence Costs incurred by Us, during the currency of any one Period of Insurance.

Special Benefits

1. Payment of Defence Costs

In relation to any Claim under Section 5:

a. where indemnity has been confirmed by Us in writing, We will pay Defence Costs arising from such Claim;

b. where indemnity has not been confirmed by Us in writing, We will:

i. where We conduct the defence or settlement of such Claim, pay Defence Costs arising from such Claim; or

ii. in any other case, reasonably decide to pay the Defence Costs arising from such Claim.

Provided always that in the event the Claim is withdrawn or that indemnity under Section 5 is subsequently withdrawn or denied, We will cease to advance Defence Costs and You will refund any Defence Costs advanced by Us to the extent that You were not entitled to such Defence Costs, unless We agree in writing to waive recovery of such Defence Costs.

2. Continuous cover

Should a Claim, fact or circumstance arise which should have been or could have been notified to Us during a prior Period of Insurance of Section 5 or under an earlier Office Bearers' Legal Liability Insurance Section issued by Us, We will accept the notification of such Claim, fact or circumstance under Section 5, provided always that:

a. We have continuously provided cover for an Office Bearers' Legal Liability between the date when such notification should have been given and the date when such notification was in fact given; and

b. the terms and conditions applicable to this Special Benefit 2 – Continuous cover and to that notification will be the terms and conditions, including the Limit of Liability and Excess, applicable to this Section 5 under which the notification should have or could have been given.

3. Extended period of cover

Should a Claim, fact or circumstance arise within a period of 30 days following the expiry date of Section 5 and Your renewal instructions have not been received, We will, subject to Your renewal instructions being received by Us within that period, accept the notification of such Claim, fact or circumstance under Section 5.

Provided always that the terms and conditions applicable to this Special Benefit 3 – Extended period of cover and to that notification will be the terms and conditions, including the Limit of Liability and Excess, applicable to this Section 5 during the immediate prior Period of Insurance.

Exclusions

We will not pay for:

1. Claims arising from circumstances which You knew of prior to the Section 5 inception, or a reasonable

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person in the circumstances could be expected to know, to be circumstances which may give rise to a Claim against You;

2. any dishonest or fraudulent act, criminal act or Malicious Act or omission of Yours or of any person at any time employed by You, but this exclusion will not apply to the costs incurred by You in successfully defending any Claim or suit made against You;

3. Claims for death, bodily injury, sickness, disease (including communicable disease), or damage to property. However, this exclusion will not apply to loss or damage to Documents which are Your property, or entrusted to You, or costs and expenses incurred by You in replacing or restoring such Documents;

4. Claims resulting from Your intentional decision not to effect and maintain insurances as required by the Strata Legislation applying where Your Insured Property is situated;

5. Claims arising out of a publication or utterance of a libel or slander or other defamatory or disparaging material;

6. fines, penalties, punitive or exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages;

7. You gaining or having gained any personal profit or advantage to which You were not legally entitled or for which You may be held accountable to the Body Corporate or any individual Member thereof;

8. monies or gratuity given to You without authorisation by the Body Corporate where such authorisation is necessary pursuant to the Articles of the Body Corporate or prescribed law;

9. a conflict of duty or interest of Yours;

10. any intentional exercise of the powers of You for a purpose other than the purpose for which such powers were conferred by the Articles of the Body Corporate;

11. any Wrongful Act made or threatened or in any way intimated on or before the inception date specified in the Schedule, except as otherwise provided in Special Benefit 2 – Continuous cover of Section 5;

12. Claims first notified to Us after the expiry of Section 5, except as otherwise provided in Insuring Clause b. of Section 5;

13. Claims brought against Your Body Corporate Manager/Agent, other than as covered under a.ii. of the Insuring Clause hereof, or other contracted person(s), firm or company when acting in their professional capacity;

14. Claims brought against You in a Court of Law outside Australia.

Conditions

Defence and settlement

If You refuse to consent to any settlement recommended by Us and elect to continue any legal proceedings in connection therewith, Our liability for the Claim will not exceed the amount for which the Claim could have been settled including the costs and expenses incurred up to the date of such refusal.

The amount for which the Claim could have been settled (including the costs and expenses incurred up to the date of such refusal) is either:

a. the amount for which the claimants offer to settle the Claim; or

b. the amount assessed by a Senior Counsel, taking into account:

i. the economics of the matter;

ii. the damages and costs which are likely to be recovered from the claimants;

iii. the likely Defence Costs; and

iv. Your prospects of successfully defending the Claim.

If You and We cannot agree on the Senior Counsel, We will ask the President of the Bar Association in the relevant State or Territory to nominate one.

We will include the cost of the Senior Counsel's opinion in Your Defence Costs.

Reporting and notice

A specific Wrongful Act will be considered to have been first reported to Us:

a. at the time You first give written notice to Us that a Claim has been made against You for such Wrongful Act; or

b. at the time You first give written notice to Us:

i. having the potential of giving rise to a Claim being made against You;

ii. of the receipt of written or oral notice from any party that it is the intention of such party to hold You responsible for such Wrongful Act;

whichever first occurs.

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Definitions

The words listed below have been given a specific meaning and apply to Section 5 when they begin with a capital letter.

Claim, Claims

means:

- **a.** a written or verbal allegation of any Wrongful Act; or
- **b.** a civil proceeding commenced by the service of a complaint, summons, statement of Claim or similar pleading alleging any Wrongful Act; or
- **c.** a criminal proceeding commenced by a summons or charge alleging any Wrongful Act.

Defence Costs

means costs, charges and expenses (other than Your fees, salaries or salaries of Your employees) incurred by Us or with Our written consent (such consent not to be unreasonably withheld) in the investigation, defence, monitoring or settlement of any Claim or proceedings and appeals therefrom together with the costs of appeal.

Documents

means deeds, wills, agreements, maps, plans, records, books, letters, certificates, forms and documents of any nature whether written, printed or reproduced by any other method but does not include currency notes or negotiable instruments of any kind.

Loss

means the amount payable in respect of a Claim made against You for a Wrongful Act and will include damages, judgments, settlements, orders for costs and Defence Costs.

Office Bearer

means:

- **a.** a person appointed by the Body Corporate to act as an Office Bearer or committee member in terms of the Strata Legislation applying where Your Insured Property and Common Area is situated;
- **b.** a Body Corporate Manager appointed as an agent of an Office Bearer and/or committee member;
- **c.** a person invited by an Office Bearer and/or committee member to assist in the management of the Body Corporate affairs.

Wrongful Act

means any error, misstatement, act or omission, or neglect or breach of duty made, committed, attempted or allegedly made, committed or attempted by You or any matter claimed against You solely by reason:

- **a.** of You serving as an Office Bearer or committee member or director of the Body Corporate; or
- **b.** as an Office Bearer on a related building management committee provided at the time of serving as an Office Bearer on that committee You are also an Office Bearer or committee member or nominee or director of Your Body Corporate.

Where any such Wrongful Act results in more than one Claim all such Claims will jointly constitute one Loss and be deemed to have originated in the earliest Period of Insurance in which any of such Wrongful Acts is first reported to Us.

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

Section 6 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses

This Section 6 is issued on a Claims made and notified basis. This means Parts A, B and C of Section 6 respond to Claims first made against You during the Period of Insurance and notified to Us during the same Period of Insurance.

Part A: Government Audit Costs

What We insure

If selected and shown in the Schedule, We insure You, up to the Sum Insured shown for Part A: Government Audit Costs of Section 6 in the Schedule, for Professional Fees You reasonably incur with Our written consent, which We will not unreasonably withhold, in connection with an Audit first notified to You verbally or in writing during the Period of Insurance or within 30 days thereafter.

We will not pay more than the Sum Insured for Part A: Government Audit Costs for:

a. any Claim reported during the Period of Insurance including any such Claim reported but not finalised until a subsequent Period of Insurance;

b. all Claims reported in any one Period of Insurance.

Additional Benefit

1. Record Keeping Audit

We will pay up to $1,000 in any one Period of Insurance for Professional Fees You reasonably incur with Our written consent, which We will not unreasonably withhold, in connection with a Record Keeping Audit.

Exclusions

1. We will not pay for Professional Fees:

a. if prior to the commencement of the Period of Insurance, You, or any person acting on Your behalf:

i. received any notice of a proposed Audit;

ii. had information that an Audit was likely to take place;

iii. had information that would indicate to a reasonable person that an Audit was likely to take place.

b. if a return, or a document required to be lodged in relation to an Audit, has not been lodged:

i. at all;

ii. properly;

iii. by the due date.

c. for any Audit that is conducted specifically for the purposes of determining if a fine, penalty or prosecution should be imposed in connection with:

i. any act or omission by You; or

ii. any failure, act or omission arising from or in connection with Your statutory obligations.

d. if charged by someone other than a Professional Adviser unless We have given Our prior written consent, which We will not unreasonably withhold.

e. relating to the Audit of Your taxation and financial affairs unless the return is first lodged:

i. during the Period of Insurance; or

ii. not more than 12 months prior to the original inception date of Section 6; or

iii. relates to a return for a financial year not more than three years prior to the date You receive notification of an Audit.

f. relating to an Audit if You fail to comply with any requirement or obligation imposed upon You by any relevant legislation if a return in relation to the Audit was not prepared or reviewed by Your Professional Adviser prior to dispatch.

g. if You breach any conditions in this Section, including failing to comply with any requirement imposed by any relevant legislation or failing to do what We require You to do if You intend to make a Claim or You make a Claim.

2. We will not under any circumstances pay for the cost of:

a. any fines, penalties, interest or adjustment of tax, additional tax, duty, government impost or similar charges;

b. any review pertaining to You maintaining any industry status, licence, membership or compliance with any employee-related legislation or regulations;

c. the gathering of data or information by any Government, Statutory Body, Authority or Agency that is not directly part of an Audit.

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Conditions

1. We require You to:
   - **a.** make all efforts to comply with the relevant legislation, procedures and guidelines issued by the Australian Taxation Office, or Commonwealth, State or Territory Department, Statutory Body or Agency in relation to the maintenance of records, books and documents;
   - **b.** lodge taxation and other statutory returns within the prescribed time limits or if an extension is granted within the further period granted;
   - **c.** upon becoming notified of an Audit or impending Audit promptly inform Us by telephone, in writing or in person;
   - **d.** obtain Our written approval, which We will not unreasonably withhold, before engaging a Professional Adviser, other than Your accountant, and notify them of all Professional Fees Your accountant proposes to charge.
2. An Audit commences:
   - **a.** at the time You first receive notice that an Auditor proposes to conduct an Audit; and
   - **b.** is completed when:
     - i. the Auditor has given written notice to that effect; or
     - ii. the Auditor notifies You that it has made a Final Decision of a Designated Liability; or
     - iii. when the Auditor has issued an assessment or amended assessment of a Designated Liability.

Part B: Appeal Expenses – common property, health and safety breaches

What We insure

If selected and shown in the Schedule, We insure You, up to the Sum Insured shown for Part B: Appeal Expenses of Section 6 in the Schedule for Appeal Expenses You necessarily incur with Our consent, which We will not unreasonably withhold, in appealing against:

- **a.** the imposition of an improvement or prohibition notice under any workplace, occupational health, safety or similar legislation applying where Your Insured Property is situated; or
- **b.** the determination under any workplace occupational health, safety or similar legislation applying where Your Insured Property is situated of a review committee, arbitrator, tribunal or Court.

We will not pay:

- **a.** unless any such notice or determination is first made or first brought against You during the Period of Insurance and You report it to Us during that Period of Insurance or within 30 days thereafter;
- **b.** more than the Sum Insured for Part B: Appeal Expenses for:
  - i. any Claim reported during the Period of Insurance including any such Claim reported but not finalised until a subsequent Period of Insurance;
  - ii. all Claims reported in any one Period of Insurance.

The imposition of an improvement or prohibition notice must arise out of Your failure to provide and maintain so far as is reasonably practicable:

- a safe working environment;
- a safe system of work;
- plant and substances in a safe condition;
- adequate facilities of a prescribed kind for the welfare of Your employees.

Part C: Legal Defence Expenses

What We insure

If selected and shown in the Schedule, We insure You, up to the Sum Insured shown for Part C: Legal Defence Expenses of Section 6 for Legal Defence Expenses You necessarily incur with Our written consent, which We will not unreasonably withhold, in connection with litigation arising out of a Claim made or brought against You less any Excess shown in the Schedule:

- **a.** in connection with the ownership of Your Common Area and Insured Property;
- **b.** under the *Competition and Consumer Act 2010* (Cth) or under any other consumer protection legislation;
- **c.** arising out of any dispute with an employee, former employee or prospective employee:
  - i. concerning the terms and conditions of their contract of employment or alleged contract of employment with You;
  - ii. leading to civil or criminal proceedings under any racial or sexual discrimination legislation.

We will not pay:

- **a.** unless:

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

i. any such Claim is first made or first brought against You during the Period of Insurance;

ii. You report it to Us during that Period of Insurance or within 30 days thereafter;

iii. there are reasonable grounds for the defence of any such Claim.

b. more than the Sum Insured for Part C: Legal Defence Expenses for:

i. any Claim reported during the Period of Insurance including any such Claim reported but not finalised until a subsequent Period of Insurance;

ii. all Claims reported in any one Period of Insurance.

Excess

For each and every Claim You must pay or contribute a minimum amount of $1,000 unless otherwise shown in the Schedule.

Exclusions

1. We do not insure Legal Defence Expenses for any Claim:

a. which You have pursued or defended without Our written consent, which We will not unreasonably withhold;

b. which You have pursued or defended contrary to or in a different manner from that advised by the Appointed Representative;

c. arising from an act, omission, liability or Event for which indemnity is otherwise provided under Section 2 – Liability to Others and Section 5 – Office Bearers' Legal Liability or would have been provided if Section 2 – Liability to Others and Section 5 – Office Bearers' Legal Liability were operative;

d. arising from circumstances that You knew of prior to the inception of this Section, or a reasonable person in the circumstances could be expected to know, to be circumstances that may give rise to a Claim against You;

e. arising from a deliberate act, including a deliberate act of fraud or dishonesty, on Your part if a judgment or other final adjudication adverse to You establishes that such act was committed or attempted by You with actual dishonest purpose or intent and was material to the cause of action so adjudicated;

f. between You and Us including Our directors, employees or servants;

g. which involves a conflict of duty or interest of Yours;

h. made or threatened or in any way intimated on or before the inception date shown in the Schedule, except as otherwise provided by Condition 4 – Continuous cover;

i. first notified to Us more than 30 days after the expiry of this Section, except as otherwise provided by Condition 4 – Continuous cover.

2. We will not be liable for:

a. the cost of litigation or proceedings initiated by You;

b. the payment of any compensation or damages of any kind other than Your liability to pay fees, expenses and disbursements of other persons or entities by reason of an order of any Court, Arbitrator or Tribunal.

Conditions

1. Appeal procedure

If You are dissatisfied with any decision made by a Court or Tribunal and wish to appeal against that decision, You must:

a. make a further written application to Us for Our written consent, which We will not unreasonably withhold, at least five business days prior to the expiry of the time for instituting an appeal; or

b. if the time allowed by law to appeal is less than five business days, You must advise Us as soon as reasonably practicable.

Your application or advice must state the reasons, as fully as possible, for making an appeal.

If We are dissatisfied with any decision made by a Court or Tribunal and wish to appeal that decision, You must reasonably cooperate with Us in the bringing of such an appeal. In this event We will pay all costs involved.

2. Bill of costs

You must forward Us all bills of costs or other communications relating to fees and expenses as soon as reasonably practicable after receipt by You. If requested by Us, You will instruct the Appointed Representative to submit the bill of costs for taxation or adjudication by any relevant professional body, Court or Tribunal.

You must not without Our written approval, which We will not unreasonably withhold, enter into any agreement with the Appointed Representative as to the level of fees and expenses to be charged.

Further, You must not represent to the Appointed Representative that all fees and expenses charged to Your

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account are insured by this Section.

3. Consent

We will not be liable to indemnify You unless You have first obtained Our specific written consent, which We will not unreasonably withhold, to incur Legal Defence Expenses in the defence of any Claim instituted against You. The granting of any such consent will not be unreasonably withheld after You have given notice to Us of any occurrence or circumstance that might result in a Claim being made or proceedings instituted against You.

4. Continuous cover

Should a Claim arise which should have been or could have been notified to Us during a prior Period of Insurance when this Section was operative, We will accept the notification of such Claim.

Provided always that:

a. We have continuously provided cover between the date when such notification should have been given and the date when such notification was in fact given; and

b. the terms and conditions applicable to Condition 4 – Continuous cover and to that notification will be the terms and conditions, including the Limit of Liability and Excess, applicable to this Section under which the notification should have or could have been given.

5. Information to be given to the Appointed Representative

You will at all times and at Your own expense give to the Appointed Representative all such relevant information and assistance as reasonably required. You will give a complete and truthful account of the facts of the case, shall supply all relevant documentary and other evidence in Your possession relating to the Claim, will obtain and sign all relevant documents required to be obtained and signed and will attend any meetings or conferences when reasonably requested.

6. Nomination of Appointed Representative

You may request Us to nominate a solicitor to act as Your Appointed Representative or if You elect to nominate Your own solicitor to act as the Appointed Representative, You must submit the name and address of that solicitor to Us. We may reasonably accept or refuse such nomination and provide You with Our reason for reaching this decision.

If agreement cannot be reached on the appointment, the President of the Law Society within Your State will be requested to nominate an Appointed Representative. During this period We will be entitled but not bound to instruct an Appointed Representative on Your behalf if We consider it necessary to do so to safeguard Your immediate interests. In all cases the Appointed Representative will be appointed in Your name and will act on Your behalf.

7. Offer of settlement

You must inform Us as soon as reasonably practicable if You receive an offer to settle a Claim.

If such offer of settlement is considered to be fair and reasonable and You withhold Your agreement to such a settlement and elect to continue legal proceedings, Our liability will not exceed the amount of Legal Defence Expenses incurred up to the date of such settlement offer.

If You refuse a recommendation by the Appointed Representative to settle a Claim and elect to continue legal proceedings, Our liability will not exceed the amount of Legal Defence Expenses incurred up to the date of such refusal.

8. Our access to the Appointed Representative

You will do all things reasonably necessary to allow Us to obtain from the Appointed Representative any relevant information, report documents or advice relating to the Claim. However, You will not be prejudiced if the Appointed Representative refuses to make such information, report documentation or advice available to Us on the grounds that to do so might prejudice Your interests in any litigation that is involved or may be commenced.

9. Recovery of Legal Defence Expenses

If You are awarded costs, You must take all reasonable steps to recover such fees and expenses for which You are indemnified by this Section. All such fees and expenses actually recovered will be taken into account when calculating Our liability.

10. Reporting and notice

A specific Claim will be considered to have been first reported to Us at the time You first give written notice to Us of the receipt of written or oral notice from any party or entity that it is the intention of such party or entity to hold You responsible for a civil or criminal act.

Definitions

The following words have been given a specific meaning and apply to Section 6 when they begin with a capital letter.

Appeal Expenses

means legal costs, professional costs and other disbursements necessarily and reasonably incurred with Our consent, which We will not unreasonably withhold, in connection with a Claim brought against You.

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Appointed Representative

means a solicitor, barrister, assessor, consultant, investigator or other appropriately qualified person instructed to act on Your behalf in connection with any Claim with respect to which Legal Defence Expenses are payable under this Section.

Audit

means an audit or investigation of Your taxation and financial affairs by the Australian Taxation Office, or by a Commonwealth, State or Territory Department, Statutory Body or Agency in relation to and following the lodgement of Your return(s), including but not limited to Business Activity Statement (BAS), Capital Gains Tax, Fringe Benefits Tax, Income Tax, Prescribed Payment and Group Tax Returns, Payroll Tax, Stamp Duty, Compliance with *Superannuation Industry Supervision Act 1993* (Cth) and Workers Compensation Returns.

Auditor

means an officer who is authorised under Commonwealth, State or Territory legislation to carry out an Audit of Your taxation or financial affairs.

Claim, Claims

means:

a. a written or verbal advice of intent to initiate legal proceedings or a civil or criminal action against You; or

b. a civil proceeding commenced by the service of a complaint, summons, statement of claim or similar pleading against You; or

c. a criminal proceeding commenced by a summons or charge against You.

Designated Liability

means Your obligation to pay an amount under Commonwealth, State or Territory Legislation.

Final Decision

means a written notification of the Auditor's completed views in connection with a Designated Liability and includes any written statement which is intended by the Auditor to be its findings or the basis upon which it proposes to act in connection with a Designated Liability.

Legal Defence Expenses

means:

a. fees, expenses and other disbursements necessarily and reasonably incurred by an Appointed Representative in connection with any Claim brought against You including costs and expenses of expert witnesses as well as those incurred by Us in connection with any such Claim;

b. fees, expenses and disbursements incurred by persons or entities other than You in so far as You are liable to pay such fees, expenses and disbursements by reason of an order of any Court, Arbitrator or Tribunal;

c. legal fees, expenses and other disbursements reasonably and necessarily incurred in appealing or resisting an appeal from the judgment or determination of a Court, Arbitrator or Tribunal.

Professional Adviser

means:

a. an accountant who is a member of a nationally recognised accounting body, registered tax agent or tax consultant;

b. any other professional person or consultant engaged by or at the recommendation of the accountant with Our prior written approval, but does not mean You or any person working for You under a contract of employment.

Professional Fees

means the reasonable and necessary fees, costs and disbursements incurred in connection with an Audit that would be payable by You to Your Professional Adviser for work undertaken in connection with an Audit, but does not mean or include fees, costs and disbursements that:

a. form part of an annual or fixed fee or cost arrangement; or

b. relate to any subsequent objection or appeal or request for review in respect of the Audit, or any assessment, amended assessment or Final Decision of the Auditor; or

c. were rendered by a third party in relation to which Our written consent was not obtained before those fees were incurred; or

d. relate to or are associated with the preparation of any accounts, financial statements or documents or to any attendance or service which would have been or would or should ordinarily or prudently have been prepared prior to or at the time that the lodgement of any return or document was required to be lodged in connection with a Designated Liability.

Record Keeping Audit

means any inquiry or investigation to determine the extent of Your compliance with the record keeping requirements of relevant legislation that You have to comply with.

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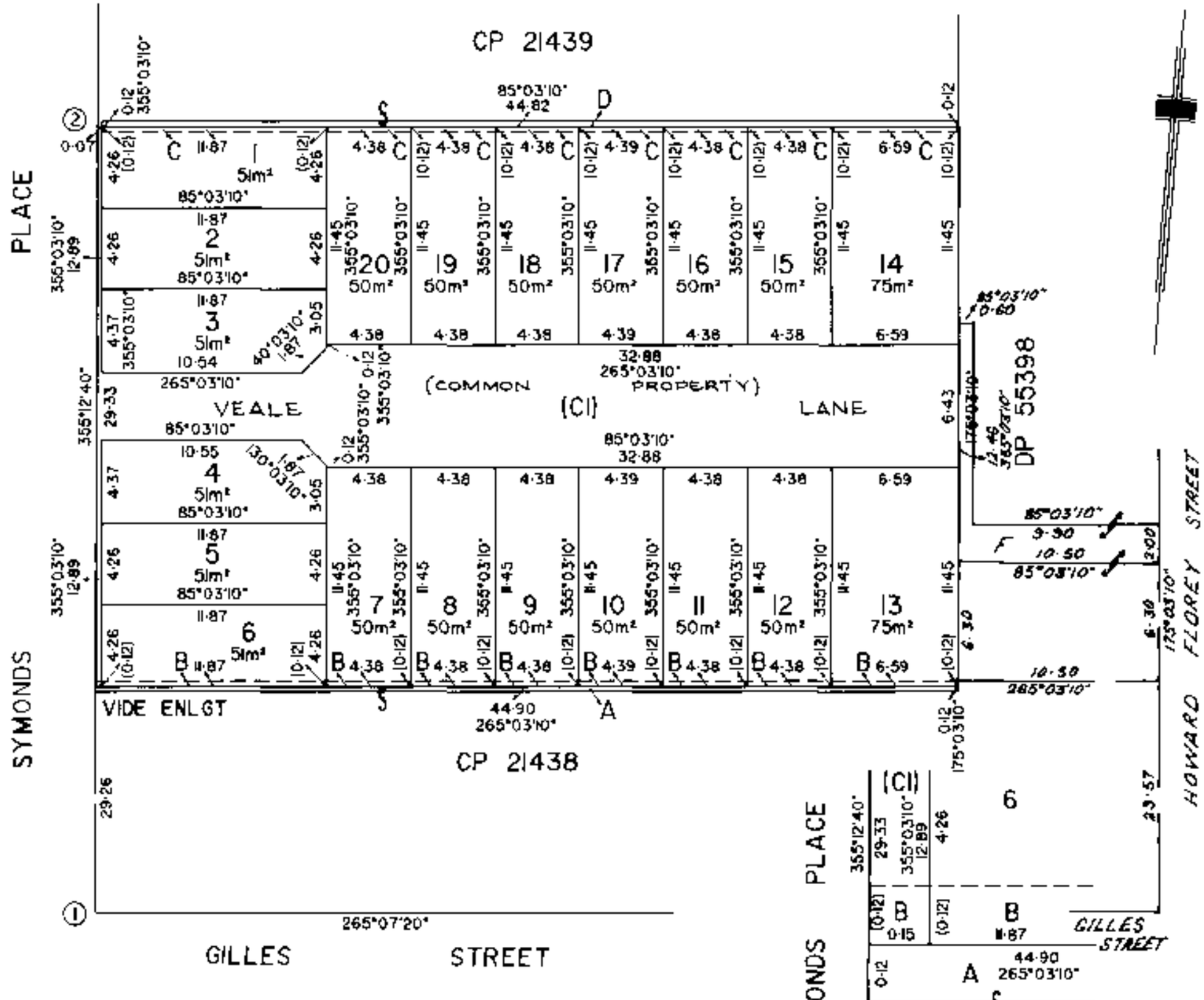
LOCATION AND COMMON PROPERTY PLAN

SERVICE INFRASTRUCTURE IS NOT IN PLACE AS AT 22-8-02



COMMUNITY PLAN NUMBER	
CP	21440
PLAN TYPE	PRIMARY
THIS IS SHEET	1 OF 2 SHEETS
DEPOSITED	22/10/2002 PRO REGISTRAR-GENERAL
CLOSURE CHECKED	T.Q
PLAN EXAMINED	
PLAN APPROVED	1.10.2002
P.M.S. APPROVED	
TITLE REFERENCE	CT.5878/847

LAND DESCRIPTION

ALLOTMENT 26 IN DP.59628
OF PT TOWN ACRES 604 AND 605
CITY OF ADELAIDE

IRRIGATION AREA ... DRAINAGE ...
HUNDRED ... ADELAIDE
AREA ... ADELAIDE
COUNCIL ... CITY OF ADELAIDE

MAP REF. 6628.42.j

G.S. DP 59628 TOTAL AREA 1316m²

DEV. No. 020/C002/02

SCALE 0 5 10 15 20 METRES

ANNOTATIONS

THE COMMON PROPERTY IS DESIGNATED (CI) FOR LAND INFORMATION PURPOSES ONLY AND DOES NOT PROVIDE A LEGAL IDENTIFIER FOR THE COMMON PROPERTY

RECIPROCAL PARTY WALL RIGHTS EXIST OVER PORTIONS MARKED A AND B AND C AND D (RTC 9567438)

ALL DISTANCES ARE GROUND DISTANCES

COMBINED SCALE FACTOR ... ZONE ... AMG ...
BEARING DATUM ①–② 355°12'40" ... DISTANCE ...
DERIVED FROM ... DP 59628 ... ADOPTED ...

CERTIFICATE OF LICENSED SURVEYOR

I ... RODNEY NEIL BURFORD ...
a licensed surveyor under the Survey Act 1992, certify that this community plan has been correctly prepared in accordance with the Community Titles Act 1996 to a scale prescribed by regulation.

Dated the 22nd day of August 2002...
Licensed Surveyor ... R.N. Burford

CALDER HARRIS SURVEYORS PTY.LTD.
A.C.N. 007 803 269
LICENSED SURVEYORS
SUITE 3, 95 KING WILLIAM RD UNLEY 5061
POSTAL ADDRESS : PO BOX 67 UNLEY 5061
Ph.82729822 Fax.82725007

DIV-M IL-70

19-11-01

Addition of Easement F vide TG 9846139
Pro. R.G. 20-7-2004.

Veale Lane (Common Property) vide dkt 38/2002
Pro R.G. 15-5-2003.

THE COMMON PROPERTY IS TOGETHER WITH AN EASEMENT OVER THE LAND MARKED F FOR THE TRANSMISSION OF ELECTRICITY BY UNDERGROUND CABLE (TG 9846139)

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2KK! C

LOT ENTITLEMENT SHEET

COMMUNITY PLAN NUMBER

CP 21440

THIS IS SHEET 2 OF 2 SHEETS

APPROVED

1·10·02

DEPOSITED

22/10/2002

PRO REGISTRAR-GENERAL

APPLICATION 9411730

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENT	SUBDIVIDED
1	95	
2	95	
3	95	
4	95	
5	95	
6	95	
7	95	
8	95	
9	95	
10	95	
11	95	
12	95	
13	115	
14	115	
15	95	
16	95	
17	95	
18	95	
19	95	
20	95	
AGGREGATE	1940	

CERTIFICATE OF LAND VALUER

I STANISLAW PANULA

being a land valuer within the meaning of the Land Valuers Act 1994 certify that this schedule is correct for the purpose of the Community Titles Act 1996

Dated the 21 day of JANUARY 2002

Signature of Land Valuer

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

Orig. LF 9411731

[redacted] 27-Aug-2002
11 of 13 Fees $0.00

LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA

LODGEMENT FOR FILING UNDER THE COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

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Series No.	Prefix
11	LF

AGENT CODE

Lodged by: Thomson Playford THPL – 80
101 Pirie Street
ADELAIDE SA 5000

Correction to: Thomson Playford

TITLES, CROWN LEASES, DECLARATIONS ETC. LODGED WITH INSTRUMENT (TO BE FILLED IN BY PERSON LODGING)

1.....

2.....

3.....

4.....

5.....

Assessor

PICK-UP NO.	
CP	
DEV. NO.	020/0002/02

REGISTRATION FEE $90.50
[redacted] [illegible] 27-08-02 10:50

BELOW THIS LINE FOR OFFICE USE ONLY

Date: 27/8/02	Time: 12:19
FEES	
R.G.O.	POSTAGE
90.50	

CORRECTION	PASSED
	✓

FILED

REGISTRAR-GENERAL

APPROVAL NO. 383 – 2K

DELIVERY INSTRUCTIONS (Agent to complete)
PLEASE DELIVER THE FOLLOWING ITEM(S) TO THE UNDERMENTIONED AGENT(S)

ITEM(S)	AGENT CODE
	THPL – 80

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20. **BY-LAW 19 – OFFENCES**

A person who contravenes or fails to comply with a provision of these By-Laws is guilty of an offence.

Maximum Penalty: $500.00

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BY-LAWS

COMMUNITY CORPORATION NO. 21440 INC

PURSUANT TO SECTION 34 OF THE COMMUNITY TITLES ACT 1996

COMMUNITY DIVISION "DEPOT 2"

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

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COMMUNITY CORPORATION NO. INCORPORATED

INDEX

Part 1	**Preliminary**
By-Law 1	Interpretation
Part 2	**Mandatory By-Laws**
By-Law 2	Responsibility of Corporation
By-Law 3	Use and Enjoyment of the Common Property
By-Law 4	Use of Lots
Part 3	**Building Work, Structural Improvements & Painting**
By-Law 5	*Corporation's Approval required* before any Building Work, Structural Improvements or change in colour scheme.
By-Law 6	Satellite Dishes
Part 4	**Maintenance and Use of Lots**
By-Law 7	Owner of Lot must maintain and repair
By-Law 8	Occupier/Owner of Lot must keep lot clean and tidy
By-Law 9	Building Insurance
By-Law 10	Environmental Issues
By-Law 11	White Ant Treatment
Part 5	**The Common Property**
By-Law 12, 13 and 14	Damage and Reasonable Access to Common Property
Part 6	**Prohibition of Disturbance**
By-Law 15	Prohibition of Disturbance
By-Law 16	Keeping of Pets
Part 7	**General Provisions**
By-Law 17	Display of Advertisements
By-Law 18	Rubbish Receptacles
By-Law 19	Halifax Chimney
By-Law 20	Offences

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PART 1 – PRELIMINARY

1. BY-LAW 1 – INTERPRETATION

In these By-Laws:

1.1 **"Act"** means the Community Titles Act 1996.

1.2 **"Corporation"** means Community Corporation No. Incorporated.

1.3 **"Occupier"** of a lot includes, if the lot is unoccupied, the owner of the lot.

1.4 **"Service Infrastructure"** means cables wires pipes sewers drains ducts plant and equipment by which the community lots and Common Property are provided with services.

PART 2 – MANDATORY BY-LAWS

2. BY-LAW 2 - RESPONSIBILITY OF CORPORATION

2.1 The Corporation is responsible for the administration management and control of the Common Property.

2.2

2.2.1 The Corporation is responsible for the maintenance repair and replacement of all improvements and service infrastructure on in or forming part of the Common Property.

2.2.2 Without limiting the effect of By-Law 2.2.1 the Community Corporation must regularly service all stormwater silt traps situated in any roadway or driveway forming part of the Common Property.

2.3 The Corporation will ensure that all public lighting within the Common Property is in good working order and the Corporation is responsible for the maintenance repair and replacement of the public lighting as and when required.

2.4 The Corporation must maintain and retain all items installed in or about the Common Property as part of the Development comprising the Community Scheme which have been incorporated into the design of the Development which pertain to the following matters:-

2.4.1 Energy Efficient Design;

2.4.2 Minimisation of Energy Consumption/Alternative sources of power

and may only replace such items with like items or items which maintain or enhance the environmental sustainability and management of the Common Property.

2.5 The Corporation must irrigate and properly maintain:

2.5.1 all lawns gardens and trees situated on the Common Property;

2.5.2 all grass verges (including all landscaping situated thereon but not trees) situated on or adjacent to any public road, street, footpath or road reserve and situated adjacent to the scheme land as if such grass verge formed part of the Common Property.

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3. BY-LAW 3 – USE AND ENJOYMENT OF THE COMMON PROPERTY

The Common Property is subject to the Act and these By-Laws for the common use and enjoyment of the residents in the community scheme and their visitors.

4. BY-LAW 4 – USE OF LOTS

A person must not use a lot for a non-residential purpose other than as a home office which use shall be permitted unless the use has been approved by the Corporation.

PART 3 – BUILDING WORK STRUCTURAL IMPROVEMENTS & PAINTING

5. BY-LAW 5 – CORPORATION'S APPROVAL

The Owner or Occupier of lot must not, without the Corporation's approval:

5.1 erect any further buildings or structural improvements on a lot; or

5.2 change the colours of the external finishes on a lot; or

5.3 alter the external appearance of their lot; or

5.4 effect any penetration whatsoever of any acoustic or fire rated party wall.

6. BY-LAW 6 – SATELLITE DISHES

Without limiting the effect of By-Law 5 the Owner or Occupier of a lot must not without the Corporation's approval erect a satellite dish on any roof of a building constructed on a lot and if such approval is obtained such satellite dish must be concealed from view provided that no approval shall be required to erect a satellite dish supplied or installed by a pay TV operator provided that such satellite dish is of usual dimensions supplied by that operator.

PART 4 MAINTENANCE AND USE OF LOTS

7. BY-LAW 7 – OWNER OF LOT MUST MAINTAIN AND REPAIR

7.1 The Owner of a lot must maintain and keep in good repair buildings and structural improvements to the lot (including paintwork and external finishes).

7.2 Without limiting an Owner's obligations under By-Law 7.1 the Owner of a lot must maintain and keep in good repair all timber window frames, gates and fences situated on the Owner's lot and must cause to be undertaken no less frequently then on an annual basis an inspection of the state of repair of such items and shall if necessary rectify any want of repair as soon as reasonably practicable after such inspection.

8. BY-LAW 8 – OCCUPIER/OWNER OF LOT MUST KEEP LOT CLEAN AND TIDY

8.1 The Occupier of a lot must keep the lot in a clean and tidy condition.

8.2 The Occupier of a lot must properly maintain lawns and gardens on the lot.

8.3 The Occupier of a lot must:

8.3.1 store garbage in an appropriate container that prevents the escape of unpleasant odours; and

8.3.2 comply with any requirements of the council for the disposal of garbage.

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9. BY-LAW 9 – BUILDING INSURANCE

The Owner of a lot must at all times keep current Building insurance for all buildings on the lot for replacement and/or reinstatement and should a claim against such insurance be made all moneys received must be used for replacement and/or reinstatement of the buildings on the lot in substantially the same dimensions design and exterior colour scheme as the original buildings on the lot unless consented to by the Corporation.

10. BY-LAW 10 – ENVIRONMENTAL ISSUES

10.1 The Owner or Occupier of a lot acknowledges that the development undertaken on each lot comprised in the Community Scheme was undertaken to incorporate the then best current standards of environmental sustainability and management in respect of:

10.1.1 Energy Efficient Design;

10.1.2 Minimisation of Energy Consumption/Alternative sources of power.

10.2 The Owner or Occupier of a lot must maintain and retain all items installed in and about the lot which have been incorporated into the design of the dwelling on the lot which pertain to the matters specified in By-law 10.1 and may only replace such items with items which maintain or enhance the environmental sustainability and management of the Dwelling.

11. BY-LAW 11 – WHITE ANT TREATMENT

Without limiting By-Law 7 the Owner of a lot must arrange for an annual inspection for white ants for the purpose of maintaining the white ant warranty in place in respect of the dwellings.

PART 5 – THE COMMON PROPERTY

12. BY-LAW 12 AND 13 – DAMAGE AND REASONABLE ACCESS TO COMMON PROPERTY

A person must not without the authorisation of the Corporation damage obstruct or interfere with any part of the Common Property.

13. BY-LAW 13

The Occupier of a lot must allow any tradesman or workman or other person authorised by the Corporation to access the Common Property for maintenance, repair or improvement.

14. BY-LAW 14 – CONTRIBUTION TO DRIVEWAY MAINTENANCE

Subject in all respects to the provisions of the Act the Corporation shall in accordance with Section 114(10) of the Act levy a financial contribution in respect of the repair maintenance and cleaning of the common area driveway only in respect of the owners of those lots which have rear vehicular access to their lots from the driveway.

PART 6 – PROHIBITION OF DISTURBANCE

15. BY-LAW 14 – PROHIBITION OF DISTURBANCE

15.1 The Occupier of a lot must not engage in conduct that unreasonably disturbs the Occupier of another lot or others who are lawfully on a lot or the common property.

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15.2 The Occupier of a lot must ensure as far as practicable that persons who are brought or allowed on to the lot or the Common Property by the Occupier do not engage in conduct that unreasonably disturbs the Occupier of another lot or others who are lawfully on a lot or the common property.

16. BY-LAW 15 – KEEPING OF PETS

16.1 The Owner or Occupier are permitted to keep pets on the lot but not the Common Property.

16.2 Where a Owner or Occupier of a lot or any other person who is on the Common Property with a Owner or Occupier of a lot's consent (express or implied) brings or keeps a pet on the lot or any other part of the Common Property, that Owner or Occupier :

16.2.1 is liable to the Owner or Occupier of their lots and all other persons lawfully on the Common Property for any noise which is disturbing to an extent which is unreasonable and for damage to or loss of property or injury to any person caused by the pet;

16.2.2 is responsible for cleaning up after the pet has used any part of another lot or any part of the Common Property; and

16.2.3 must if required by an ordinary resolution of the Corporation arising from a breach of By-Law 16.2.1 cease to keep the pet on the lot or other part of the Common Property.

PART 7 – GENERAL PROVISIONS

17. BY-LAW 16 – DISPLAY OF ADVERTISEMENTS

17.1 A person must not display an advertisement on a lot or the Common Property without the approval of the Corporation.

17.2 However this section does not prevent the display of an advertisement associated with the sale of a lot.

18. BY-LAW 17 RUBBISH RECEPTACLES

The Owner or Occupier of a lot must comply with all requirements of the Corporation with respect to the storage of rubbish and waste materials including without limitation any requirements of the Corporation with respect to the type of receptacle in which rubbish or waste must be stored, the location of such receptacle and the separation of different classes of rubbish and waste.

19. BY-LAW 18 – HALIFAX CHIMNEY

19.1 The Owners of the lots acknowledge that the Community Corporation will after deposit of the Community Plan become a Tenant In Common Owner in certain land adjacent to the land comprising the Community Scheme upon which land is erected a chimney which chimney has been listed on the State Register of Heritage Items and is located on that land comprising Certificate of Title 5812 Folio 68.

19.2 The Owners acknowledge that in addition to the financial contributions to be made by the Owners pursuant to Section 114 of the Community Titles Act the Community Corporation will fix the amount it requires by way of contributions from the owners in respect of the ongoing costs of repair maintenance and insurance of the chimney.

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Orig. LF 9411733

[redacted] 27-Aug-2002
13 of 13 Fees 50.00

LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA

LODGEMENT FOR FILING UNDER THE COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

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13	LF

AGENT CODE

Lodged by: Thomson Playford THPL – 80
101 Pirie Street
ADELAIDE SA 5000

Correction to: Thomson Playford

TITLES, CROWN LEASES, DECLARATIONS ETC. LODGED WITH INSTRUMENT (TO BE FILLED IN BY PERSON LODGING)

1.....

2.....

3.....

4.....

5.....

Assessor

BELOW THIS LINE FOR OFFICE USE ONLY

Date: 27/8/02	Time: 12.09
FEES	
R.G.O.	POSTAGE
90.50	

PICK-UP NO.	
CP	
DEV. NO.	020/C002/02

Page 5 of 38 not dwelled - contacted KTSC - Hint regd. B

REGISTRATION FEE NOTIFICATION
Lands Titles Office 27/08/02 16:56:19 Page 1

CORRECTION	PASSED
	B

FILED

pro

REGISTRAR-GENERAL

DELIVERY INSTRUCTIONS (Agent to complete)
PLEASE DELIVER THE FOLLOWING ITEM(S) TO THE UNDERMENTIONED AGENT(S)

ITEM(S)	AGENT CODE
	THPL – 80

APPROVAL NO. 383 – 2K

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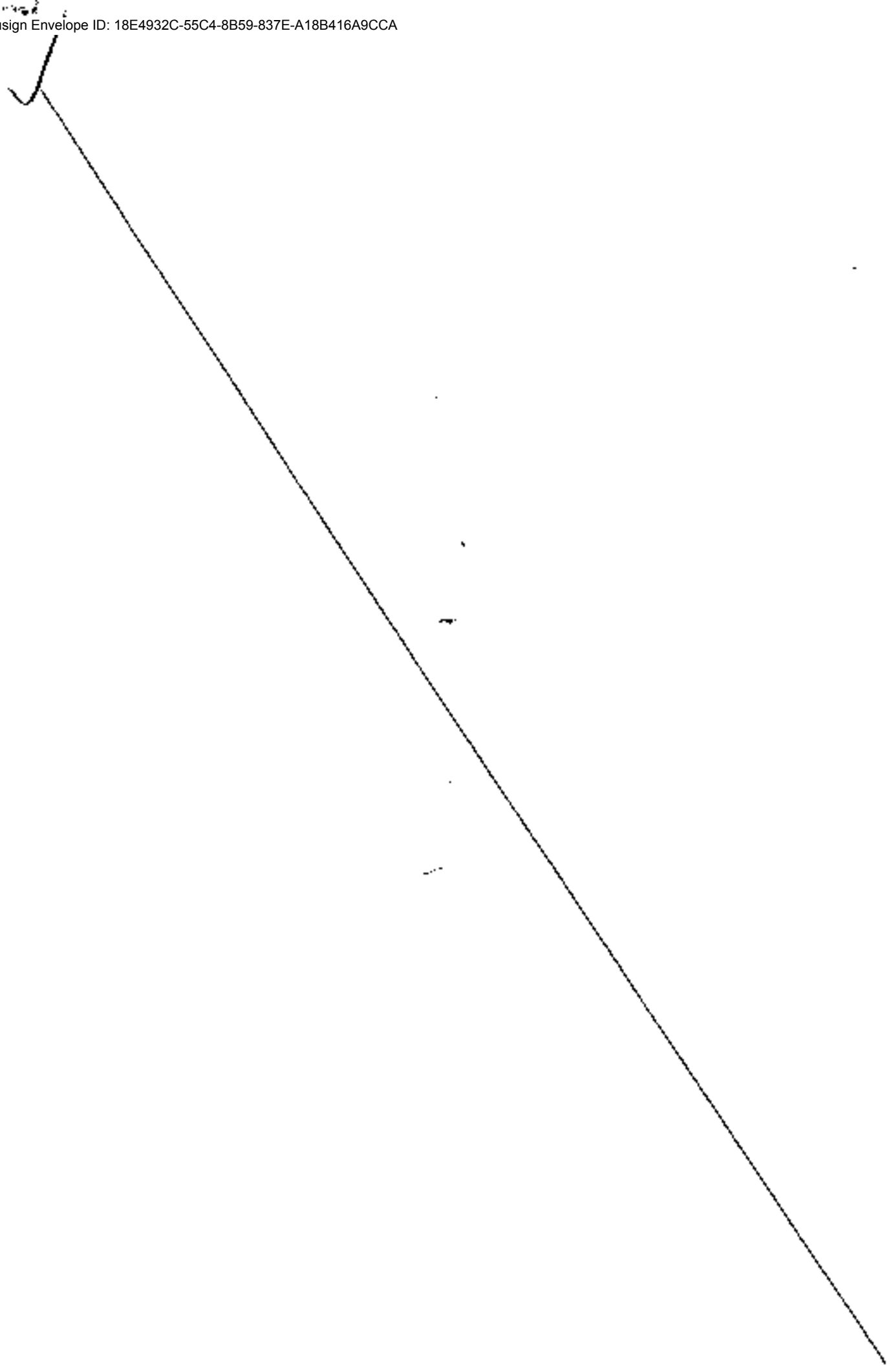

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COMMUNITY TITLES ACT 1996

SCHEME DESCRIPTION

HALIFAX ADELAIDE RESIDENTIAL DEVELOPMENT

COMMUNITY DIVISION "DEPOT 2"

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

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INDEX

ITEM	PAGE NO.
1. Description of land to be developed under the Scheme	3
2. Nature of Proposed Development	3
3. Environmental aspects of the Development	3
4. Purpose for which Lots and Common Property may be used	3
5. Standard of buildings and other improvements	4
6. Obligation to develop Community Lots	4
7. Developer's obligations to improve or develop the Common Property	5
8. Staging of development	5
9. Estimated date for the completion of the Scheme	5
10. Conditions of approval	5
Annexure "A"	7
Annexure "B"	9
Annexure "C"	35

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COMMUNITY TITLES ACT, 1996

SCHEME DESCRIPTION

1. DESCRIPTION OF LAND TO BE DEVELOPED UNDER THE SCHEME

Lot 26 in DP 59628 being portion of the land comprised in Certificate of Title Volume 5812 Folio 66 together with and subject to the party wall rights as set out in Form RTC 9367438 and being the property located at Symonds Place and Howard Florey Street Adelaide ("**Scheme Land**").

2. NATURE OF PROPOSED DEVELOPMENT

2.1 The community plan for the scheme comprises a primary plan of community division. The primary plan of community division will effect the division of the land described in paragraph 1 into twenty (20) primary lots and common property. (See copy of plan attached marked Annexure "A").

2.2 A three storey dwelling will be constructed on each community lot.

2.3 That portion of the Common Property comprising a driveway in the primary plan of community division will be paved.

3. ENVIRONMENTAL ASPECTS OF THE DEVELOPMENT

3.1 The development has been designed to incorporate the best current standards of environmental sustainability and management in respect of:

3.1.1 Energy Efficient Design;

3.1.2 Minimisation of Energy Consumption/Alternative sources of power.

3.2 It is intended that the Community Corporation and the owners of community lots will maintain retain and to the extent possible enhance all items installed in and about the Scheme Land which pertain to the matters referred to in clause 3.1 with a view to maintaining and enhancing the environmental sustainability and management of the Scheme.

4. PURPOSE FOR WHICH THE LOTS AND COMMON PROPERTY MAY BE USED

4.1 The lots created are to be used solely for residential purposes provided that home office use shall be permitted subject to compliance with all statutory requirements.

4.2 The Common Property in the primary plan of community division shall be used as a driveway to the Community Lots and for the accommodation of service infrastructure.

4.3 The Common Property is to be used by the proprietors and occupiers of the community lots and persons authorised by them from time to time in accordance with the By-laws of the Community Scheme.

4.4 All Community Lots other than lots 2, 3, 4 and 5 are subject to and together with party wall rights more particularly described in the Community Plan.

4.5 Not more than one dwelling may be erected on a lot.

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5. STANDARD OF BUILDINGS AND OTHER IMPROVEMENTS

5.1 Each dwelling will be:

5.1.1 either:-

(a) masonry timber veneer construction; or

(b) compressed building sheet; or

(c) a combination of (a) and (b).

5.1.2 either:-

(a) fair faced external walls; or

(b) painted masonry.

5.1.3 a concrete raft ground floor slab;

5.1.4 timber or steel framed roof with custom orb or zinc aluminium decking sheet;

5.1.5 masonry party walls.

A plan showing architectural floor plans and elevations is attached as Annexure "B".

5.2 The standard of work to be performed and the materials to be used will be a fair average standard or such higher standard as the developer in its absolute discretion may determine.

5.3 The development of the Community Lots and the Common Property is to take place in accordance with all statutory and other approvals obtained under the Development Act 1993 for the undertaking of the development and in a proper and workman like manner.

5.4 Any additional buildings or improvements or alterations or additions to existing buildings or improvements or replacement of existing buildings or improvements whether on Lots or common property shall be located designed and constructed in a manner and to a standard consistent with the buildings and improvements undertaken by the developer.

6. OBLIGATION TO DEVELOP COMMUNITY LOTS

6.1 The owner for the time being of each community lot is to be under an obligation to develop his or her lot with a dwelling and ancillary structures (including fencing on the perimeter of the lot) in the manner specified in clause 5.

6.2 In order to facilitate compliance with these obligations, the developer intends to offer the community lots for sale in conjunction with a building Development Agreement for the construction by a licensed building contractor appointed by the developer of the proposed dwellings and ancillary structures in accordance with the planning consent.

6.3 The purchaser of any community lot in conjunction with a Development Agreement, must allow the builder to build the dwelling within the builder's building program for the construction of all the dwellings on all of the community lots in the community parcel simultaneously.

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7. DEVELOPER'S OBLIGATIONS TO IMPROVE OR DEVELOP THE COMMON PROPERTY

7.1 The developer will construct a driveway on the Common Property and undertake associated landscaping and install service infrastructure in accordance with the Development Approval obtained in respect of the development.

7.2 The standard of work to be performed and the materials to be used on the Common Property will be a fair average standard or such higher standard as the developer in its absolute discretion may determine.

8. STAGING OF DEVELOPMENT

8.1 The Scheme is not a staged development.

8.2 The development will be undertaken and completed by the Developer in one stage with the progressive completion of all of the proposed improvements.

8.3 The order of completion of work on each allotment will be arranged as required by the developer and may not be in any specific order.

9. ESTIMATED DATE FOR THE COMPLETION OF THE SCHEME

The commencement of the Scheme will depend upon the date upon which the Corporation of the City of Adelaide issues a Development Approval. The construction period for the development once the works are commenced will be approximately thirty (30) weeks.

10. CONDITIONS OF APPROVAL

10.1 The division of the community parcel and erection of a dwelling on each community lot is subject to conditions imposed by the Development Assessment Commission and the City of Adelaide.

10.2 The conditions that will continue after completion of the development and will be the responsibility of the Community Corporation and owners of the community lots.

10.3 A copy of the Decision Notification Form and Conditions of Development Plan Consent are attached to this Scheme Description and are marked Annexure "C".

10.4 Further particulars about the details of this Scheme may be available from the City of Adelaide.

DATED this day of 2002.

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ENDORSEMENT BY THE RELEVANT AUTHORITY PURSUANT TO REGULATION 45A OF THE DEVELOPMENT REGULATIONS 1993

1. All The consents or approvals required under the Development Act 1993 in relation to the division of the land (and a change in the use of the land (if any)) in accordance with this scheme description and the relevant plan of community division under the Community Titles Act 1996 have been granted.

2. This endorsement does not limit a relevant authority's right to refuse, or to place conditions on, development authorisation under the Development Act 1993 in relation to any other development envisaged by this scheme description.

Signed: _____

PAUL DEB
Team Leader
Development Assessment
Adelaide City Council

Dated: 19-8-02

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ANNEXURE A

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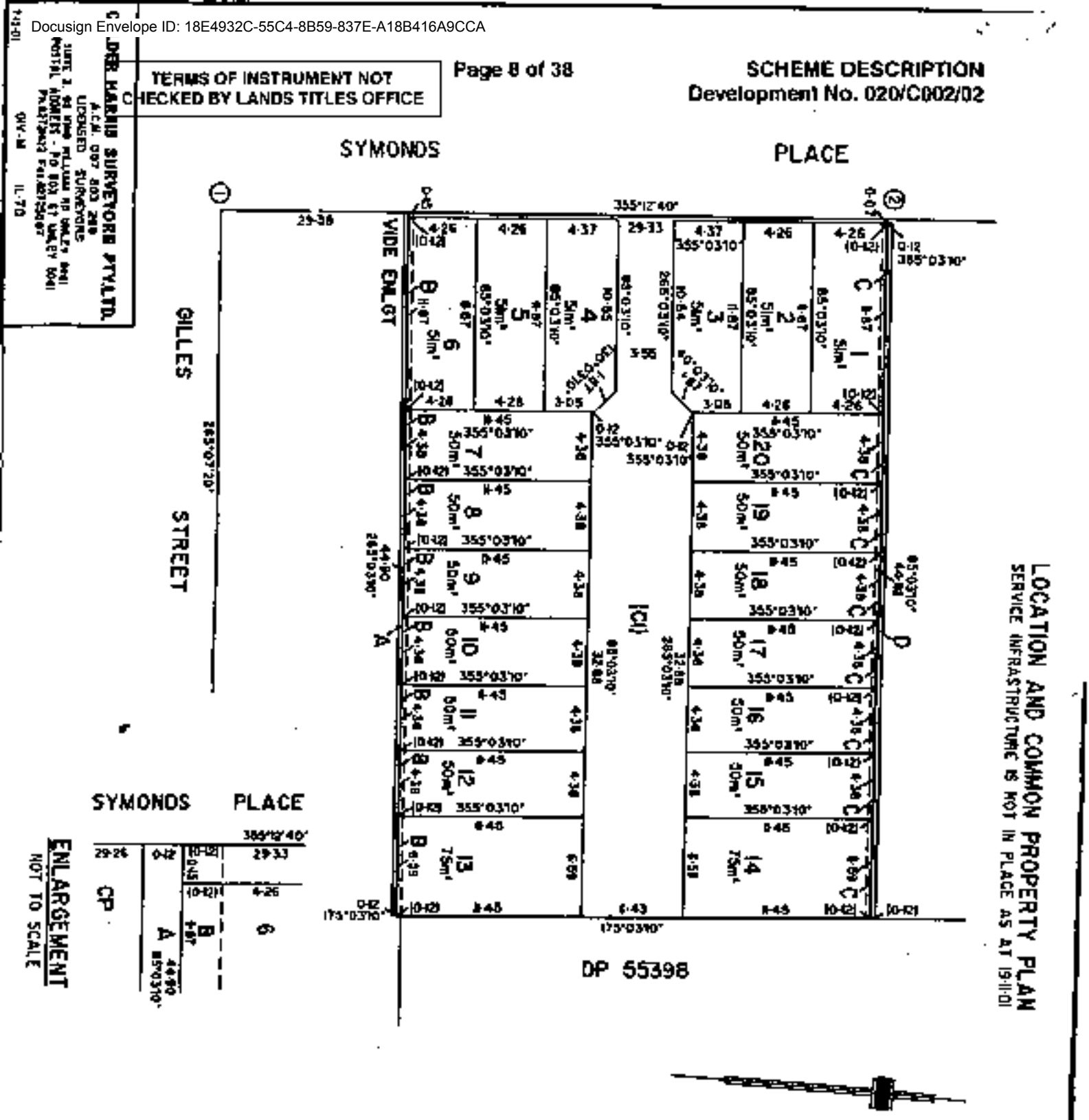
SCHEME DESCRIPTION
Development No. 020/C002/02



LOCATION AND COMMON PROPERTY PLAN
SERVICE INFRASTRUCTURE IS NOT IN PLACE AS AT 19-11-01

CP

PLAN TYPE: PRIMARY
THIS IS SHEET 1 OF 3 SHEETS
ENCUMBRANCES: NIL
TITLE REFERENCE TO ISSUE FROM CT.5812/65 & CT.5812/67
LAND DESCRIPTION: ALLOT 26 IN DP..... OF PT TOWN ACRES 604 AND 605
PLAN APPROVED
FINAL APPROVED
COUNCIL: ADELAIDE
AREA: ADELAIDE
COUNCIL: CITY OF ADELAIDE
TOTAL AREA: 5620.42m²
APPROVED
ANNOTATIONS
THE COMMON PROPERTY IS DESIGNATED [C] FOR LAND INFORMATION PURPOSES ONLY AND DOES NOT PROVIDE A LEGAL BOUNDARY FOR THE COMMON PROPERTY
RECIPROCAL PARTY WALL RIGHTS EXIST OVER PORTIONS MARKED A AND B AND C AND D
SURVEYOR: DEB HARRIS SURVEYORS PTY.LTD. A.C.N. 007 603 269 LICENSED SURVEYORS SUITE 2, 84 HIGH PELHAM RD WALKERVILLE POSTAL ADDRESS: PO BOX 61 WALKERVILLE 5081 PH 8337 3662 FAX 8235 9067
SURVEY DATE: 19-11-01
FILE REF: IL-70
SURVEYOR'S CERTIFICATE OF LICENSED SURVEYOR
I, ROBERT NEIL BRIERLEY of 84 High Pelham Road, Walkerville in the State of South Australia, Licensed Surveyor, hereby certify that I have surveyed the land delineated in the annexed plan and that the said plan is accurately drawn to the dimensions shown thereon and that the boundaries of the land comprised therein are correctly delineated thereon and that the said plan is in accordance with the Real Property Act 1886 as amended and the regulations made thereunder.
Dated this 19th day of November 1999
SIGNED SEALED & DELIVERED by the said ROBERT NEIL BRIERLEY in the presence of: [illegible]
ODMA\GRPWISE\THOMDOCS\1-COMPOSITE\LIB

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ANNEXURE B

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HALIFAX STREET DEPOT

RESIDENTIAL DEVELOPMENT

DEPOT 2 - TERRACES

FOR INFORMATION ONLY

HALIFAX STREET

ADELAIDE

PENTROTH PTY LTD

: OOMAVGRPWISE\THOMOOM THOMPOI PRLIB 79400 1

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

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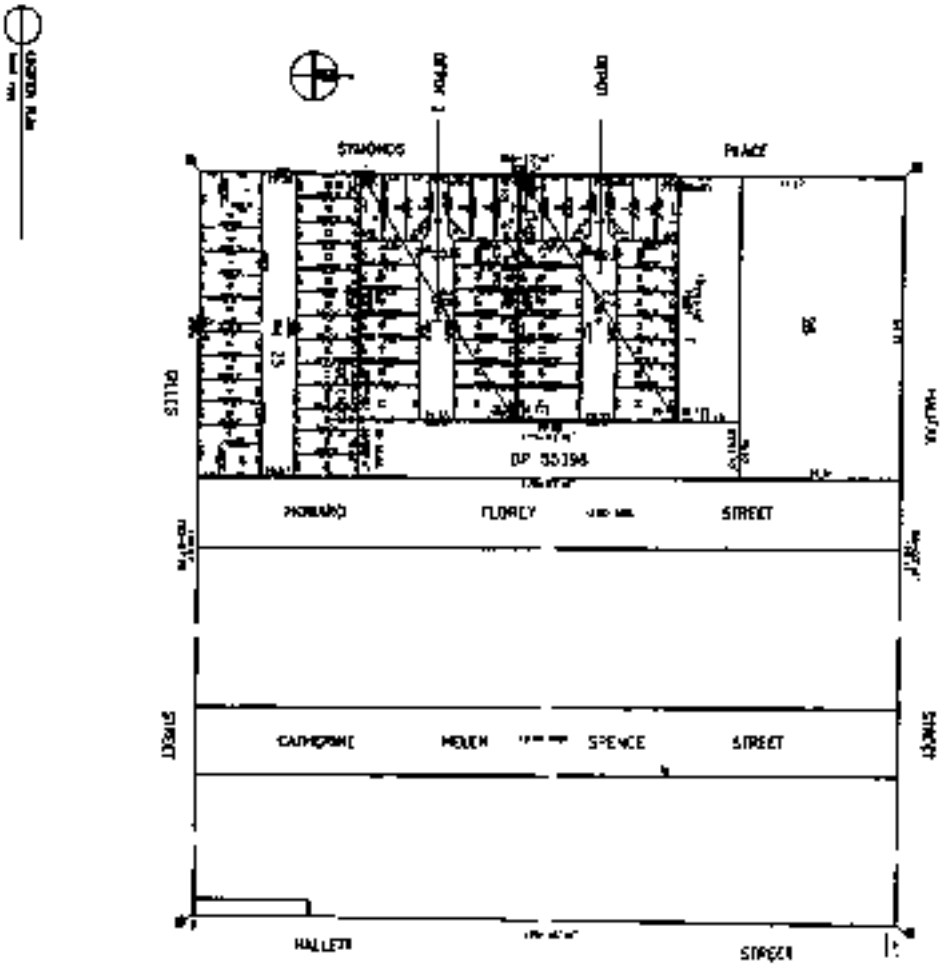
SCHEME DESCRIPTION
Development No. 020/C002/02



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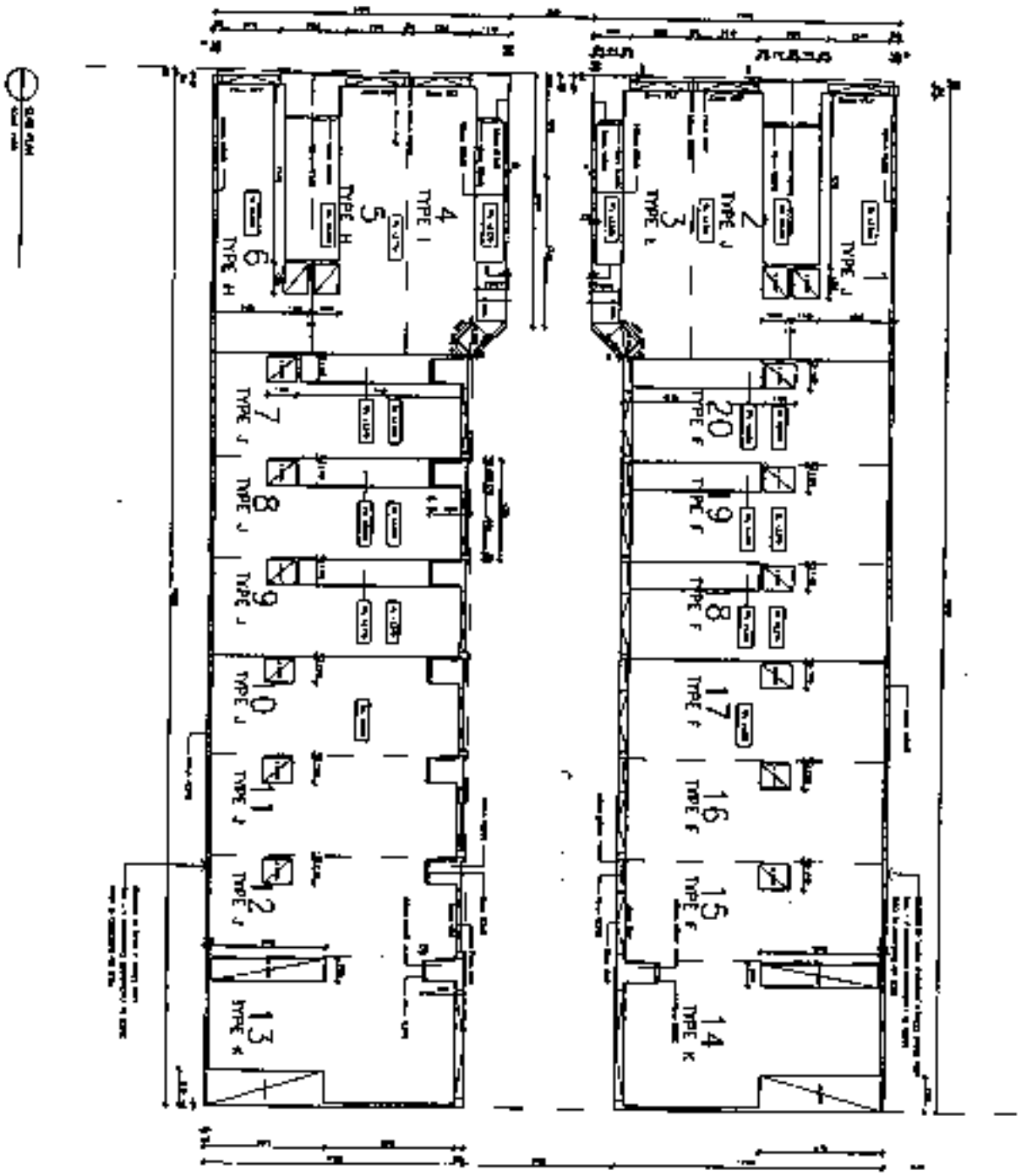

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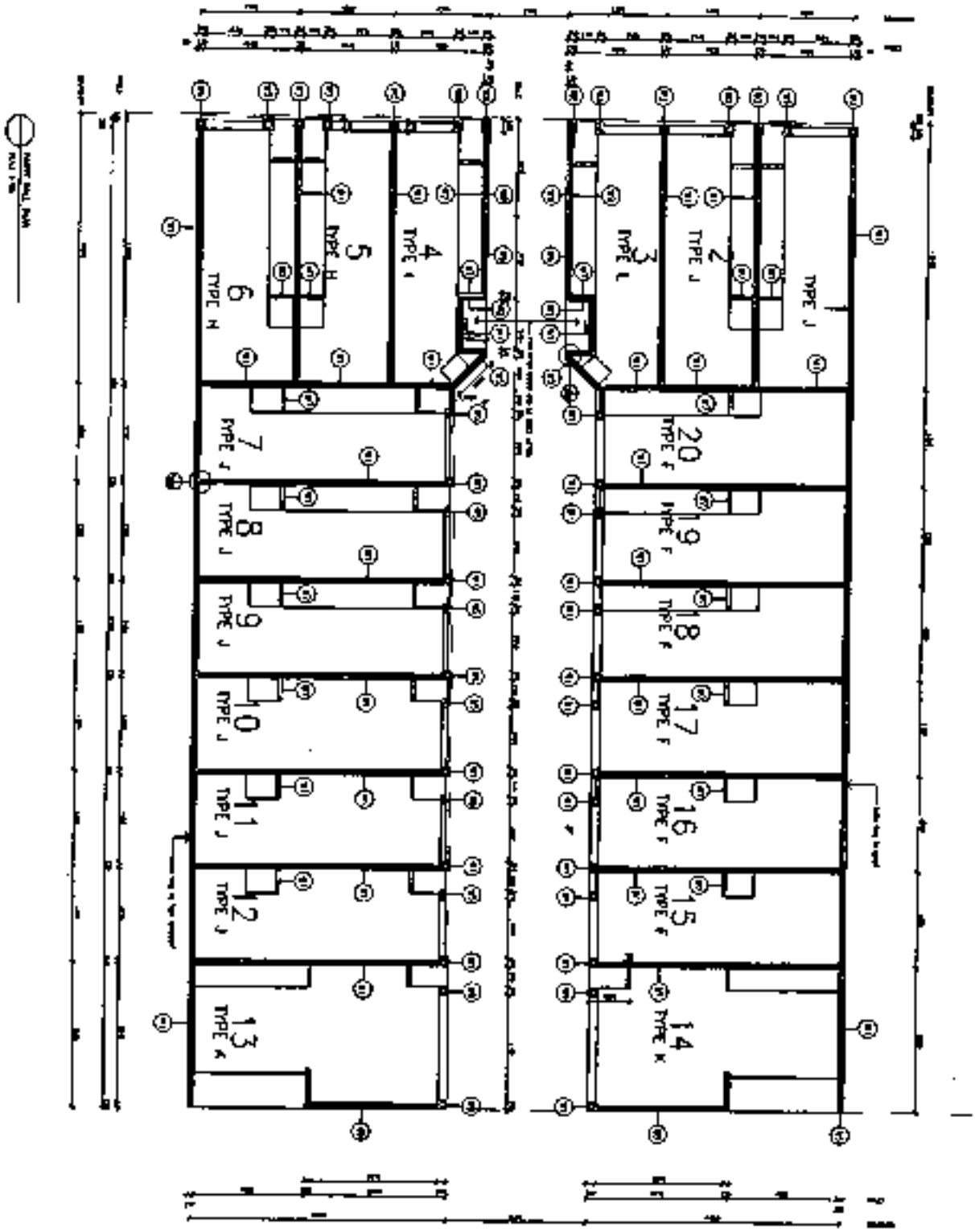

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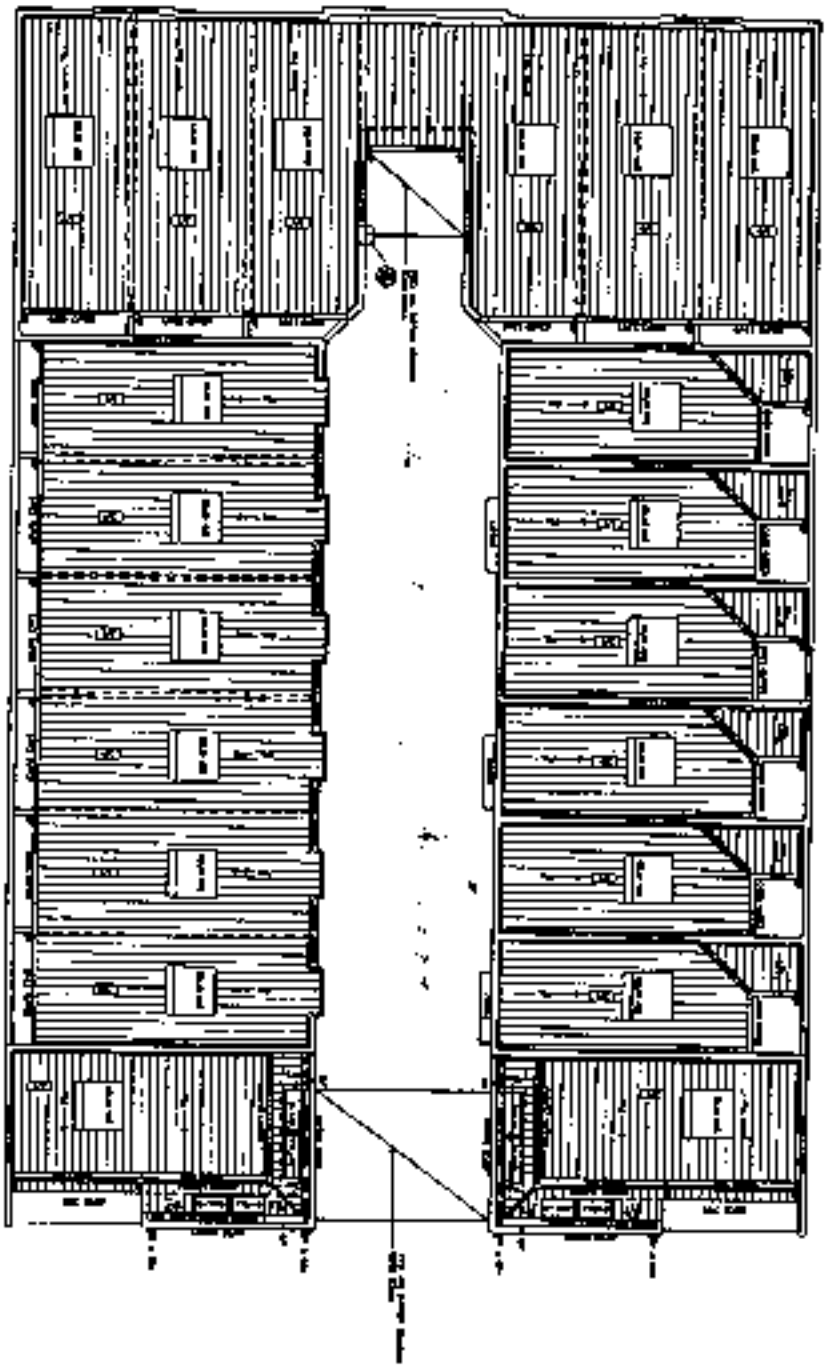

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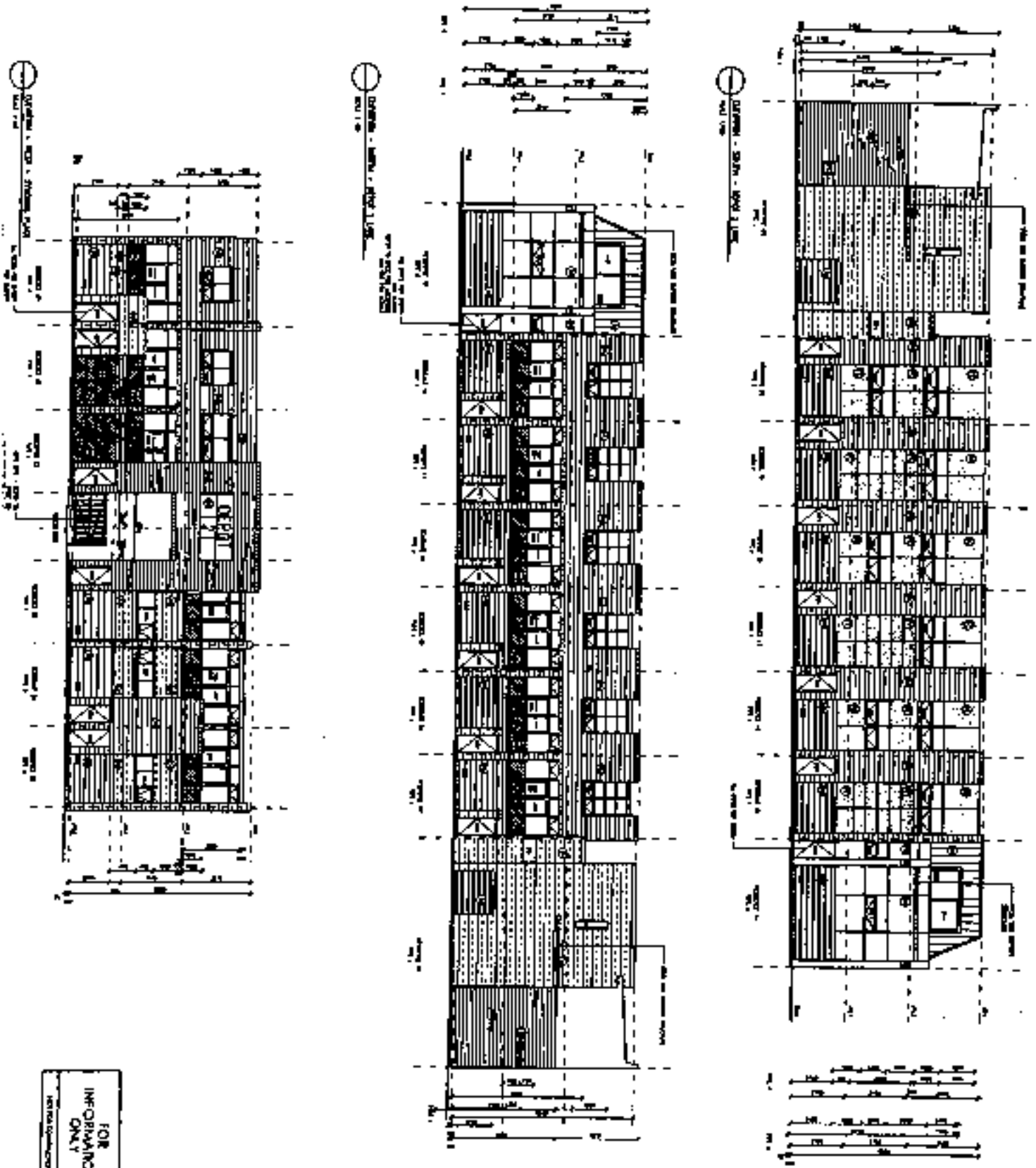

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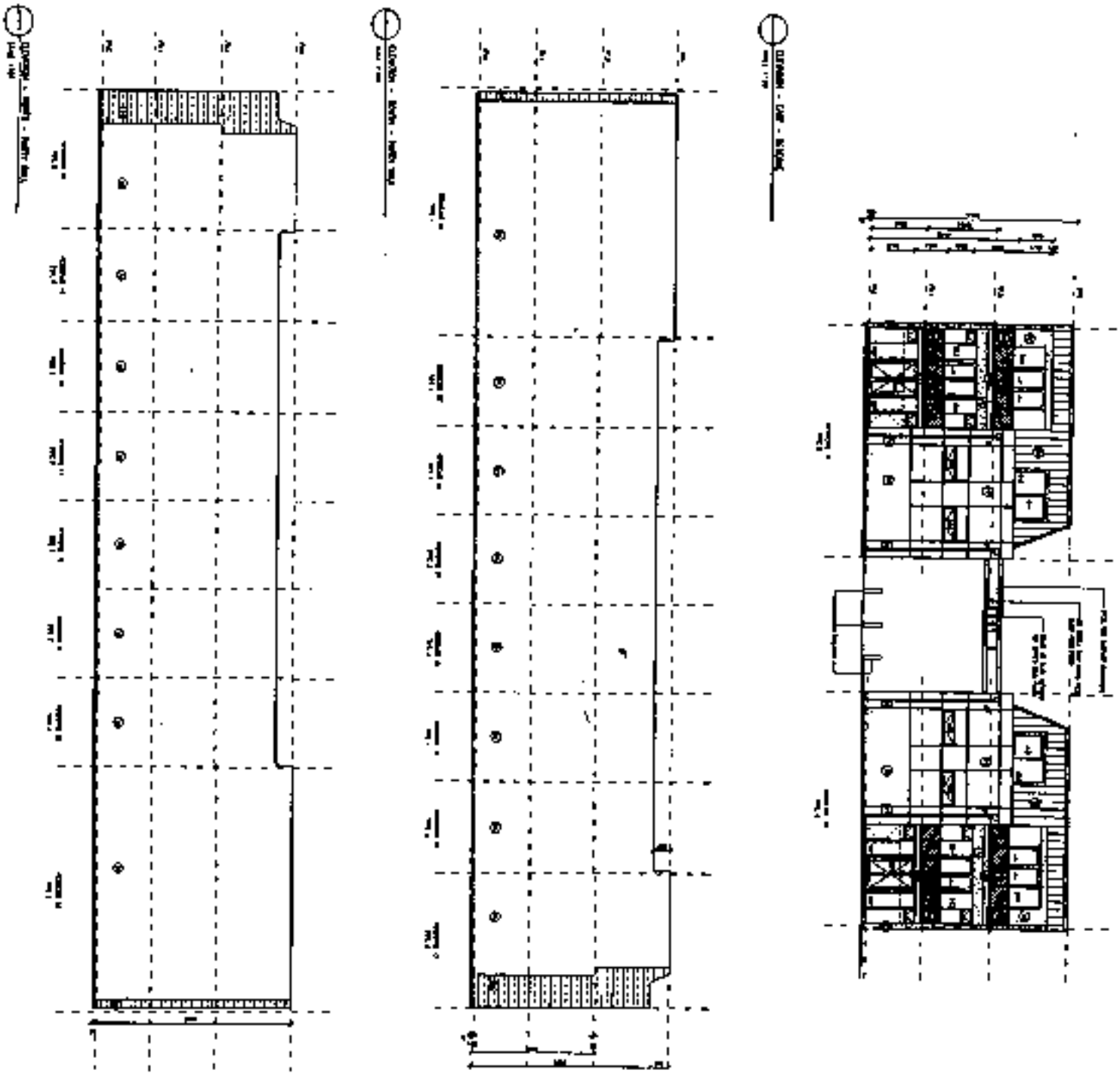

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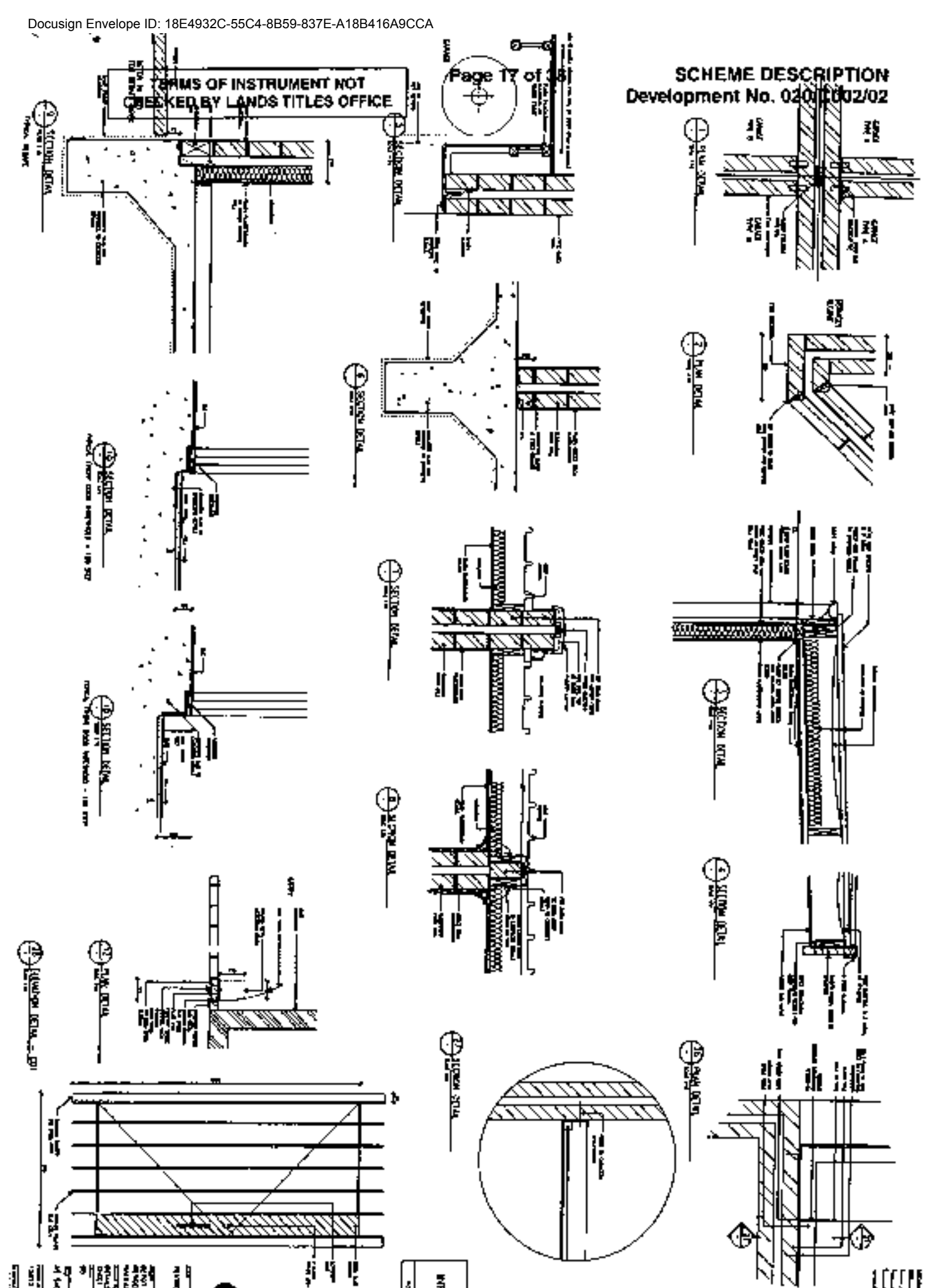

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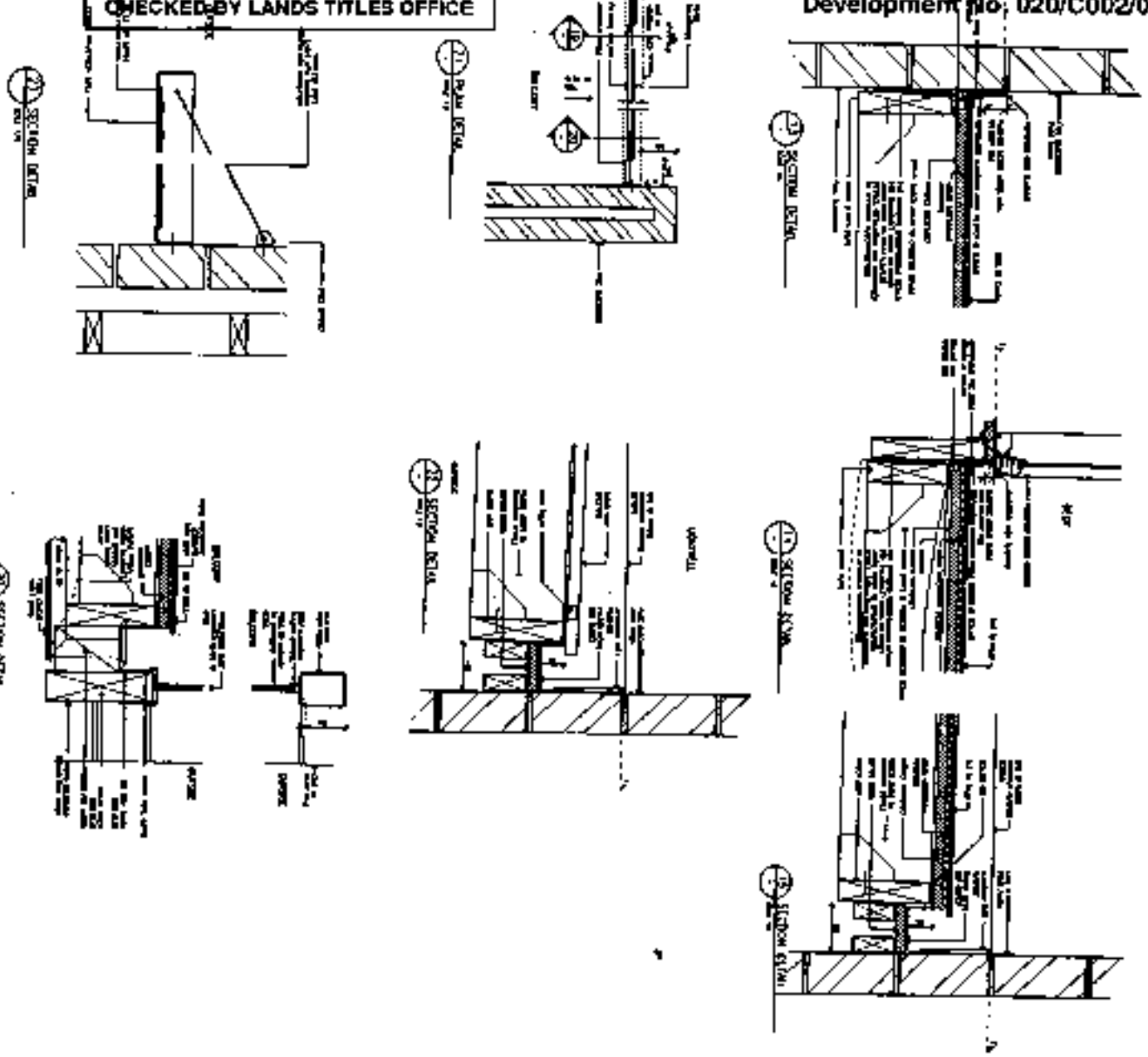

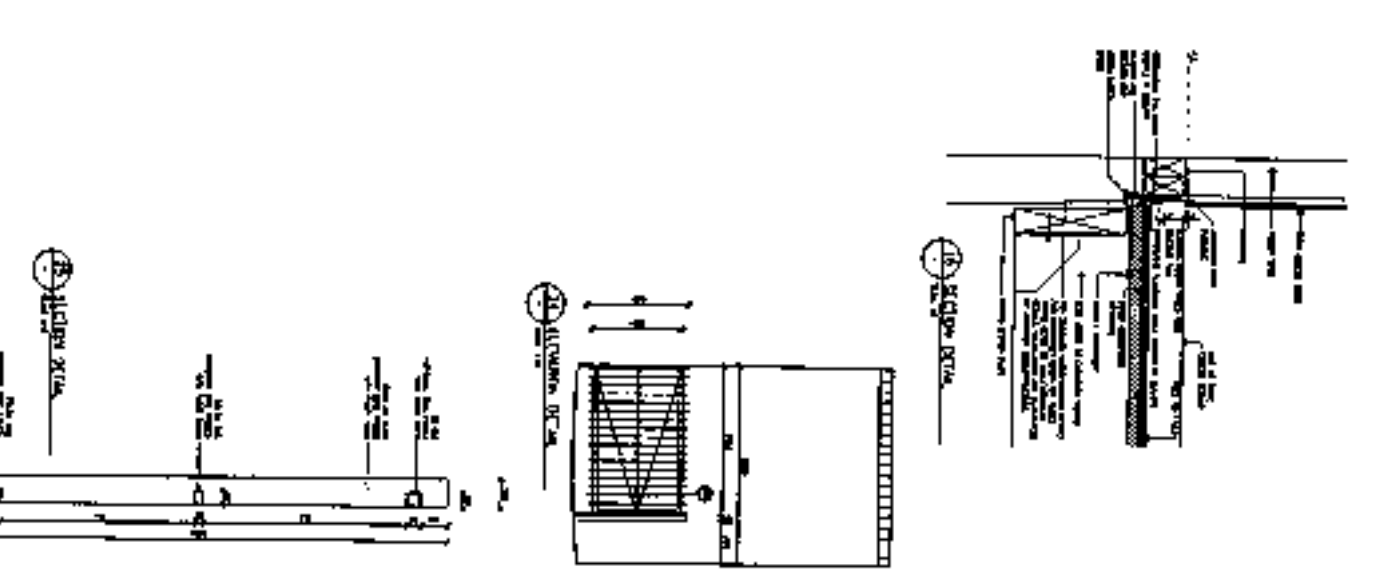

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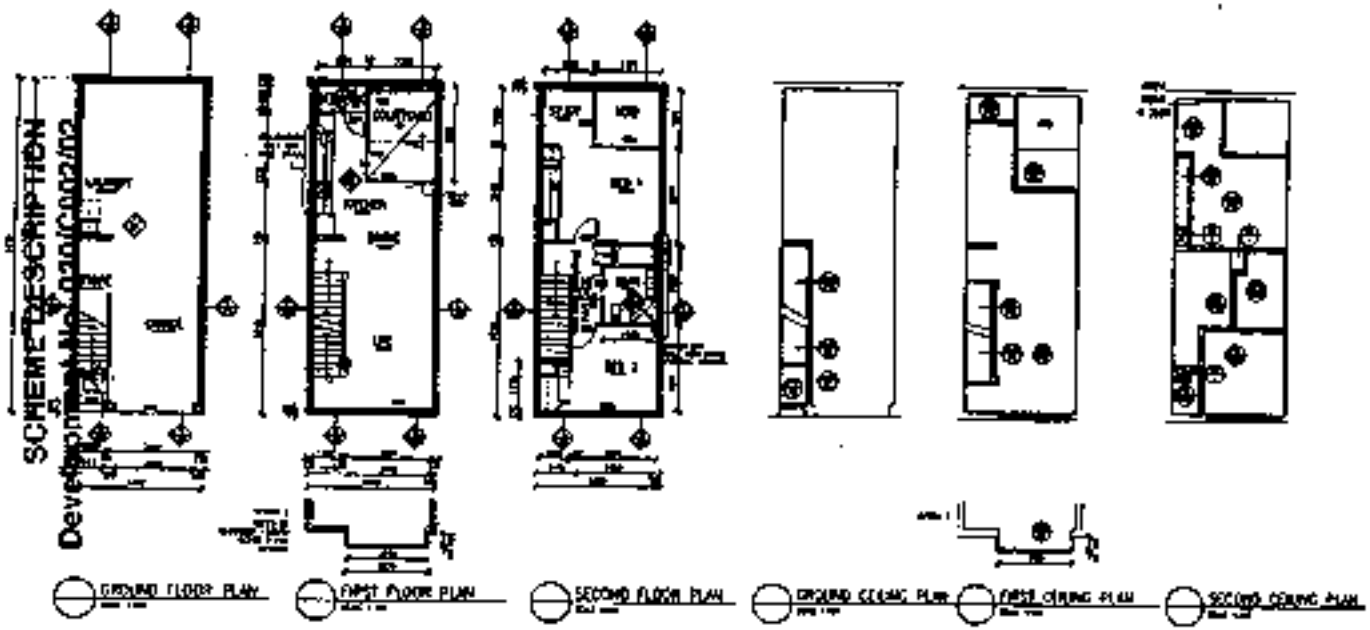

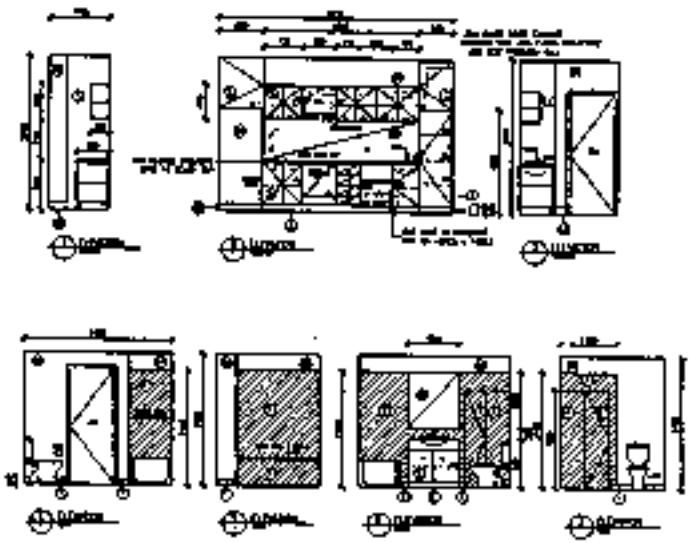

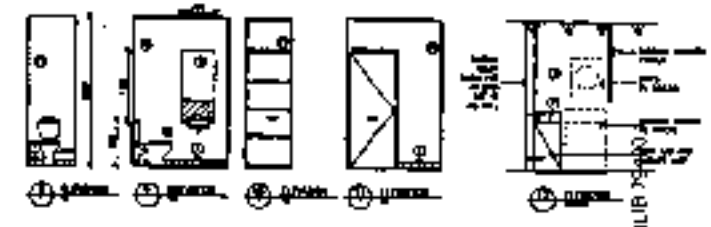



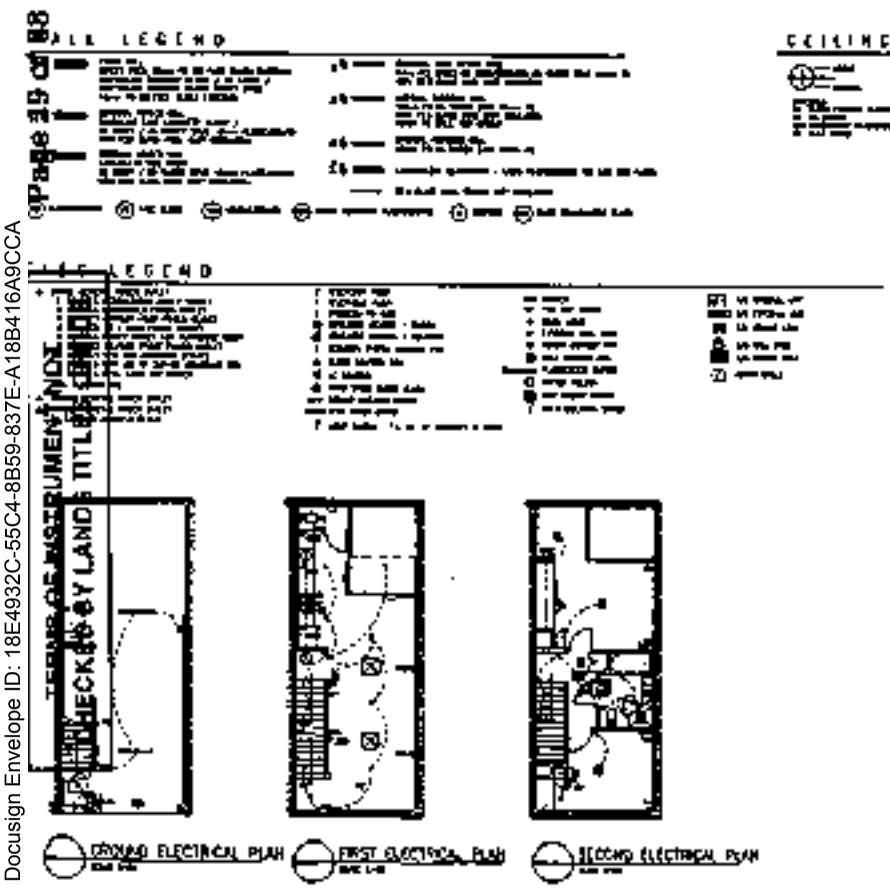

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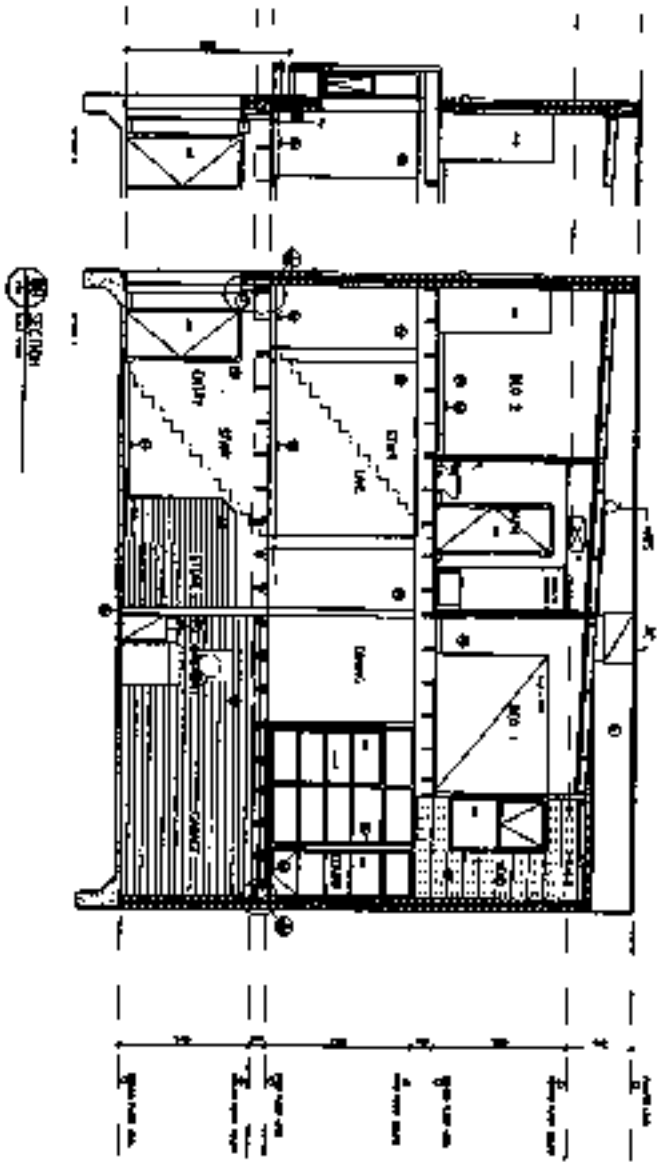

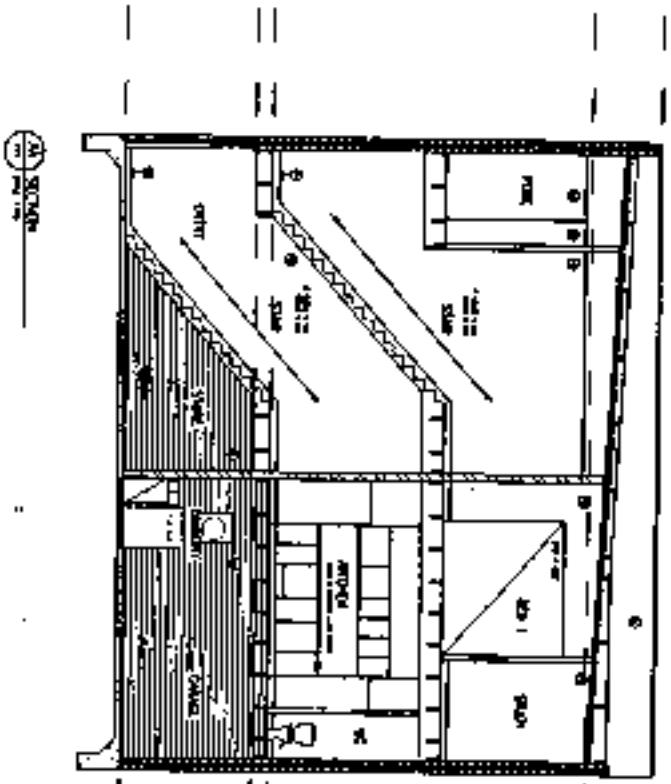

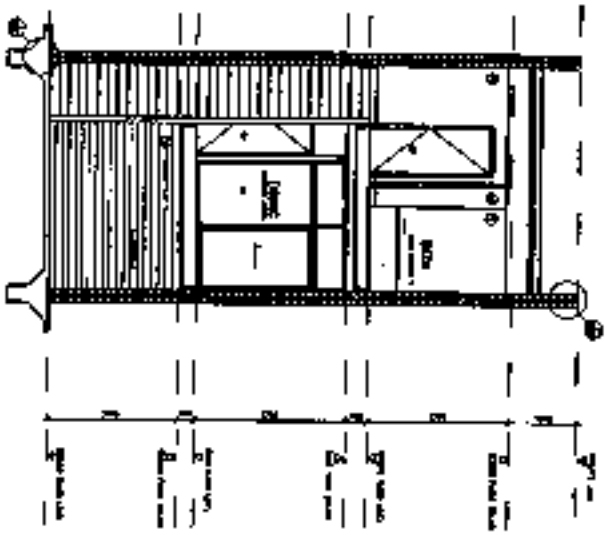





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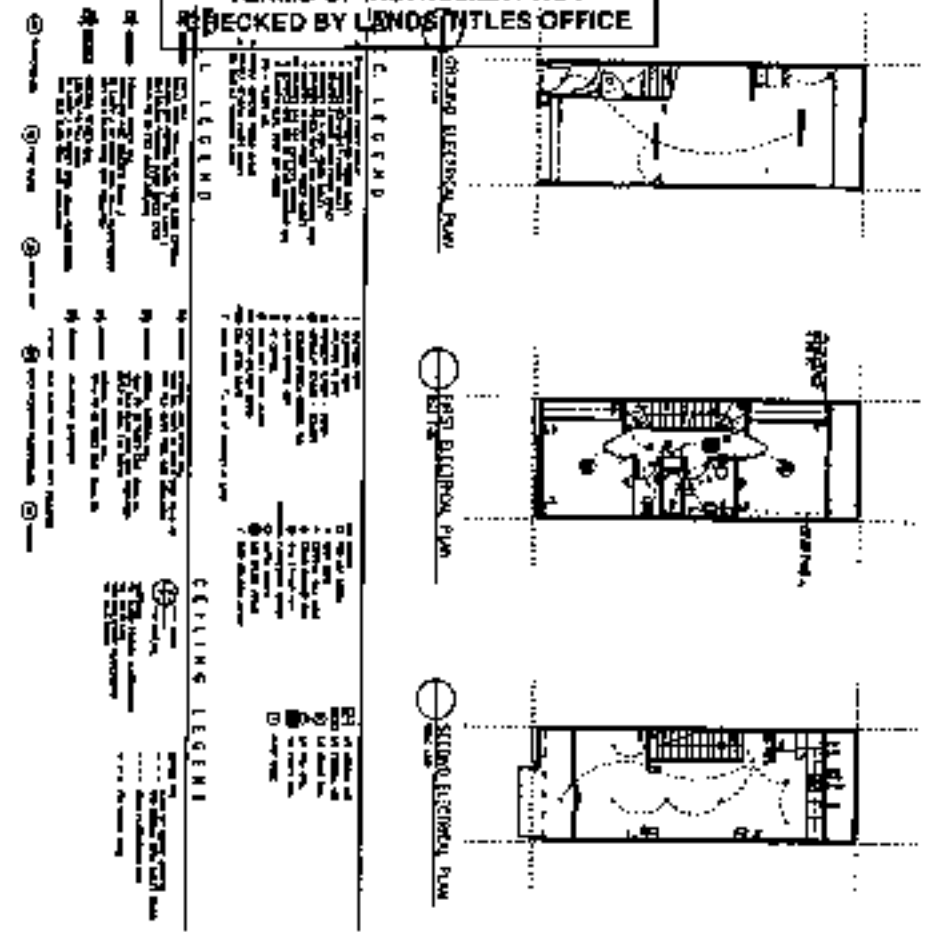
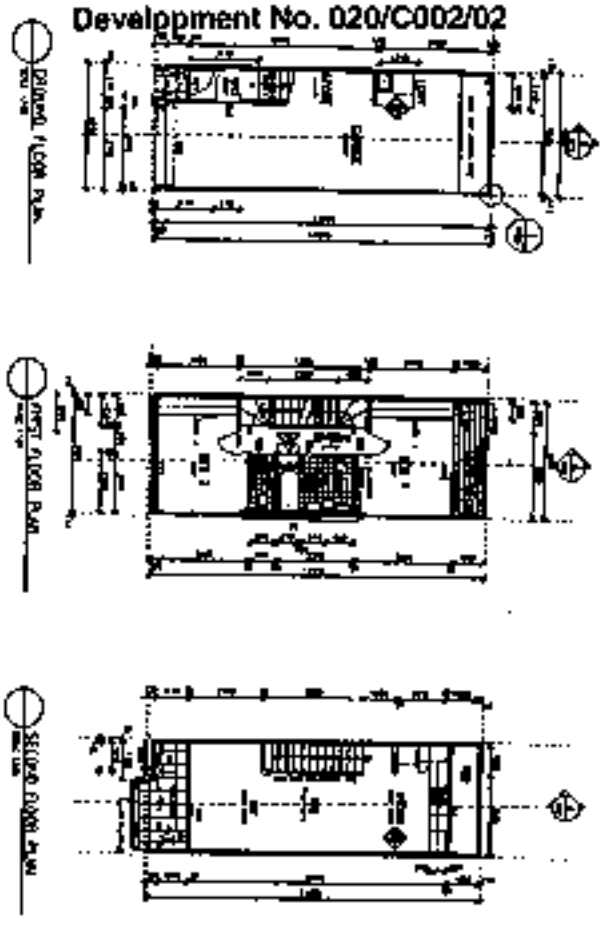
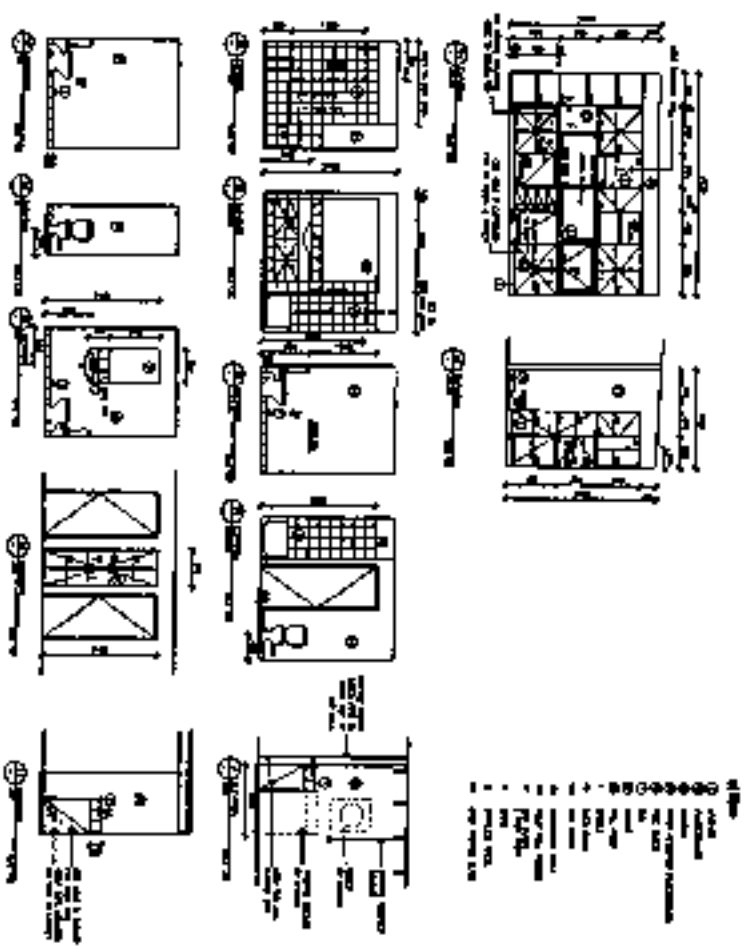
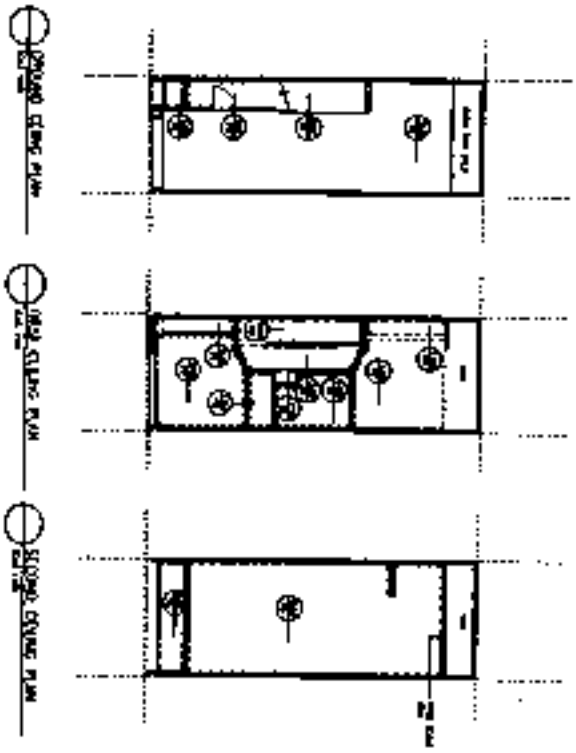
Development No. 020/C002/02









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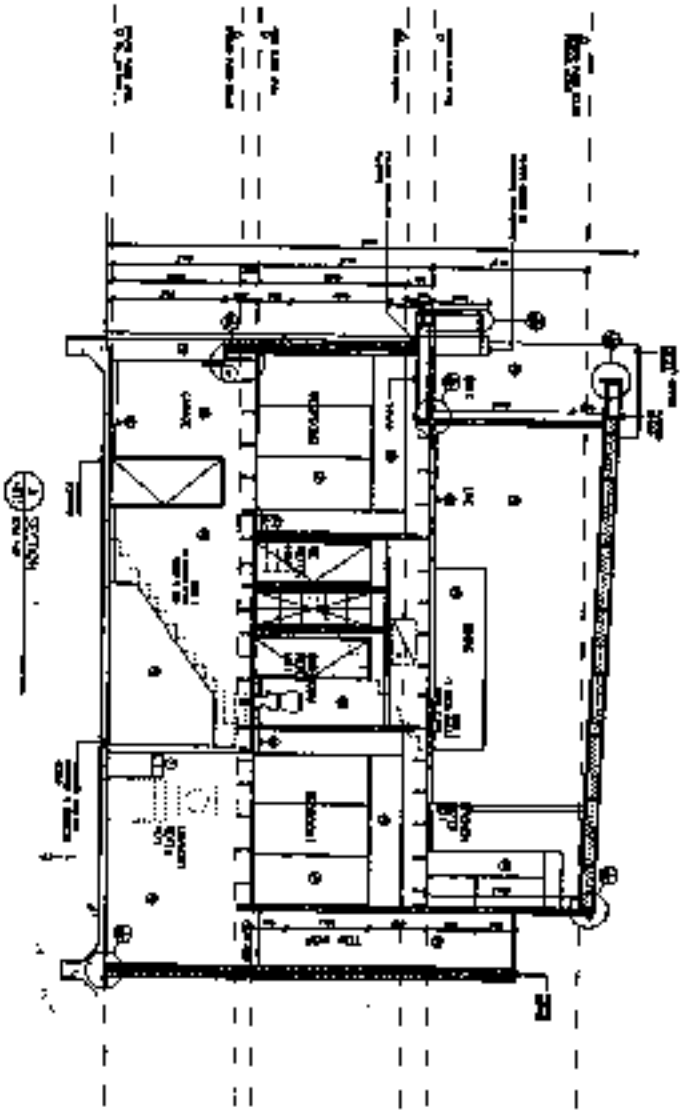

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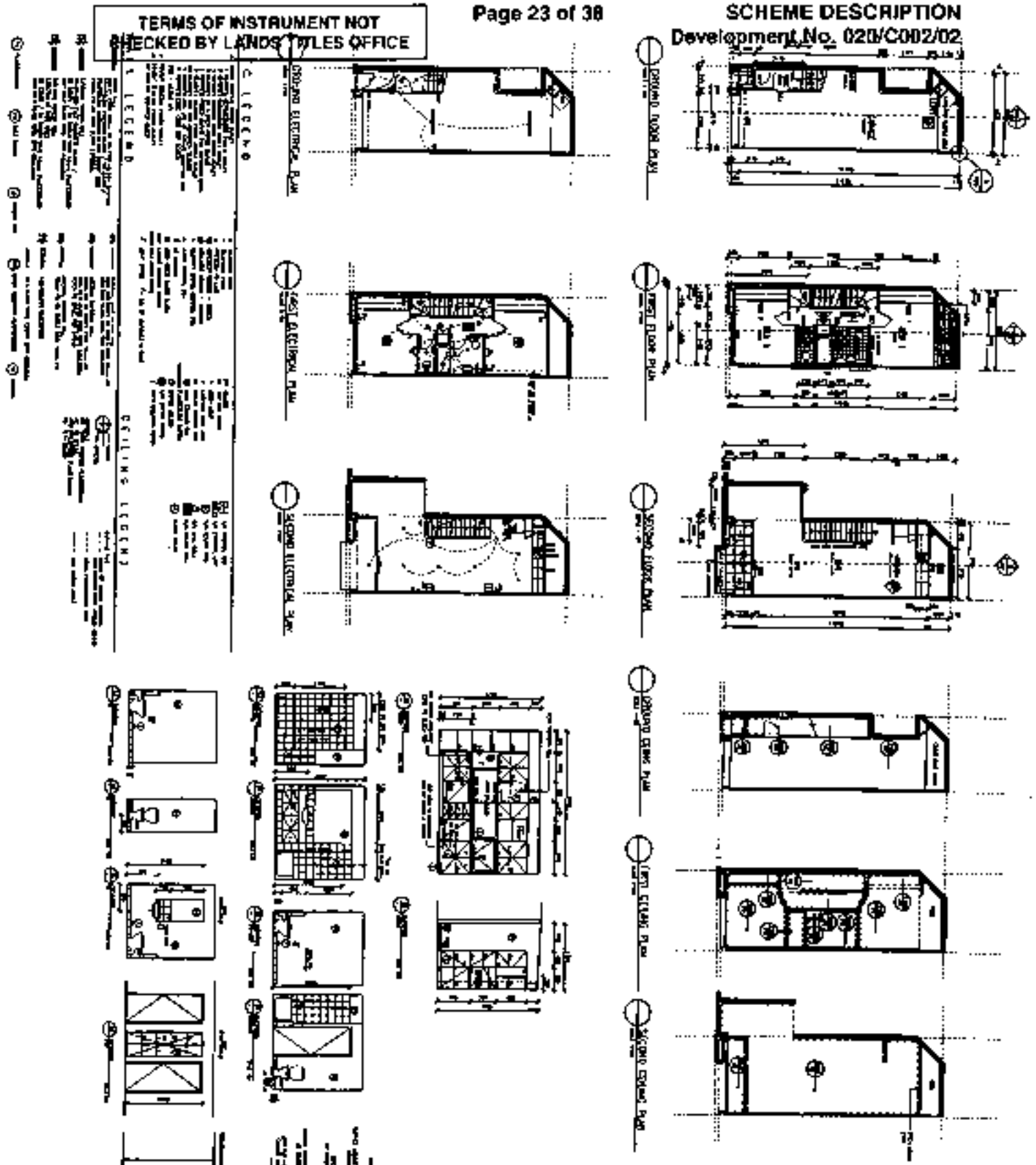

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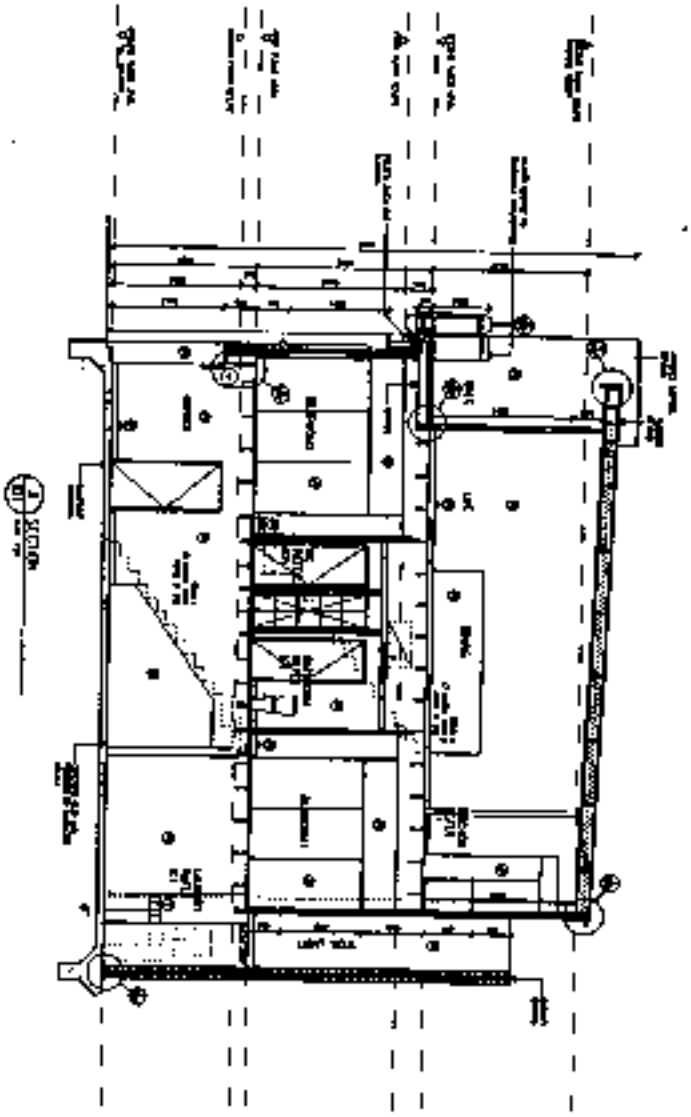

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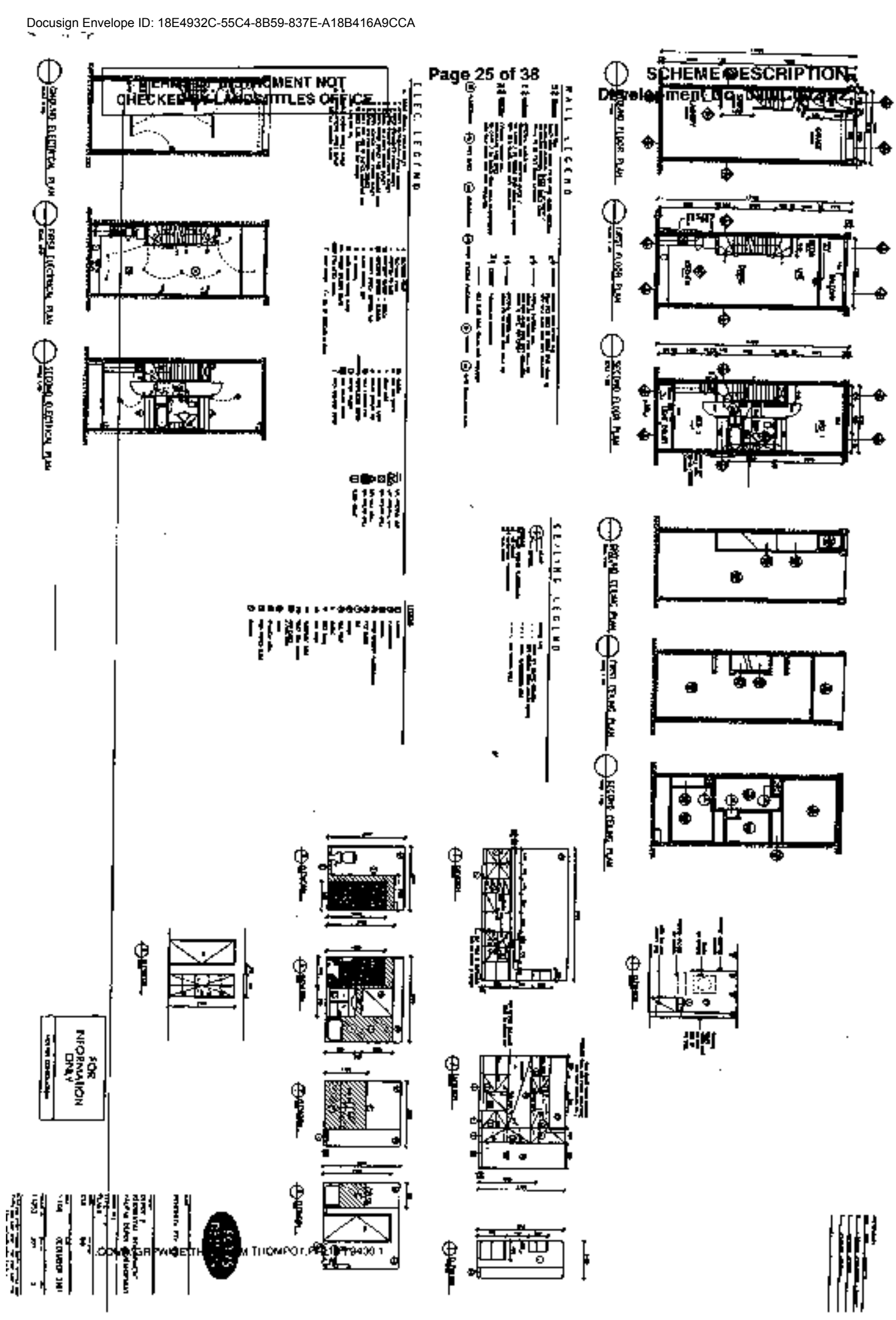

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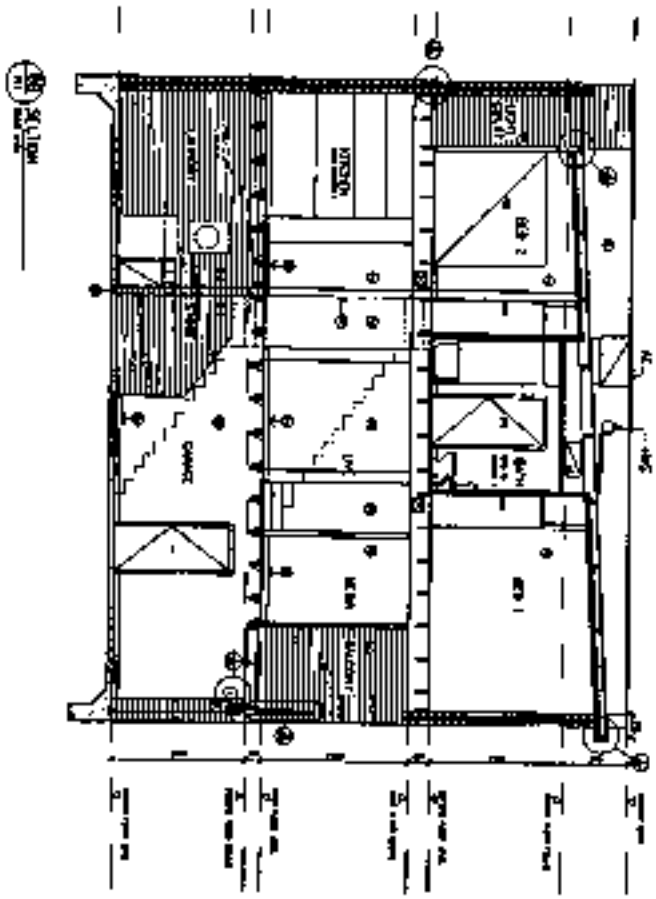

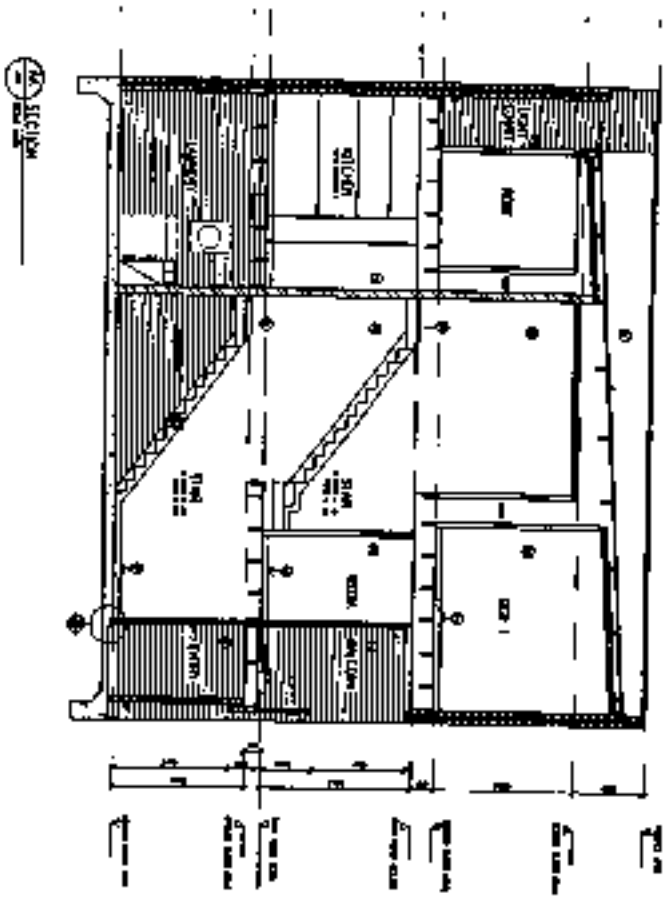

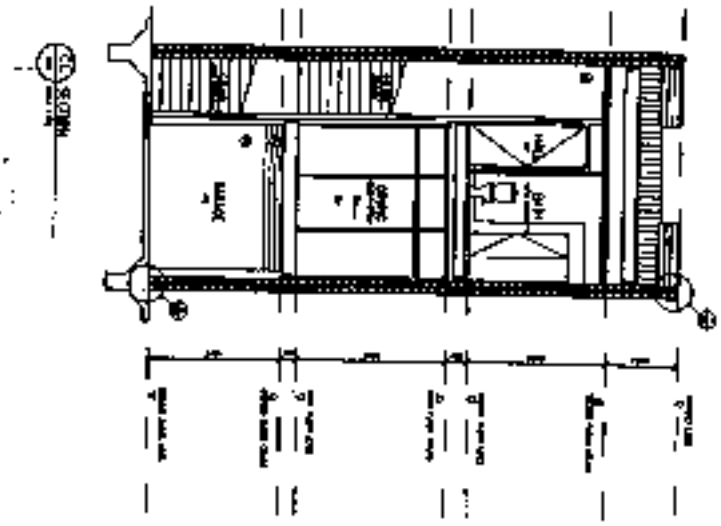





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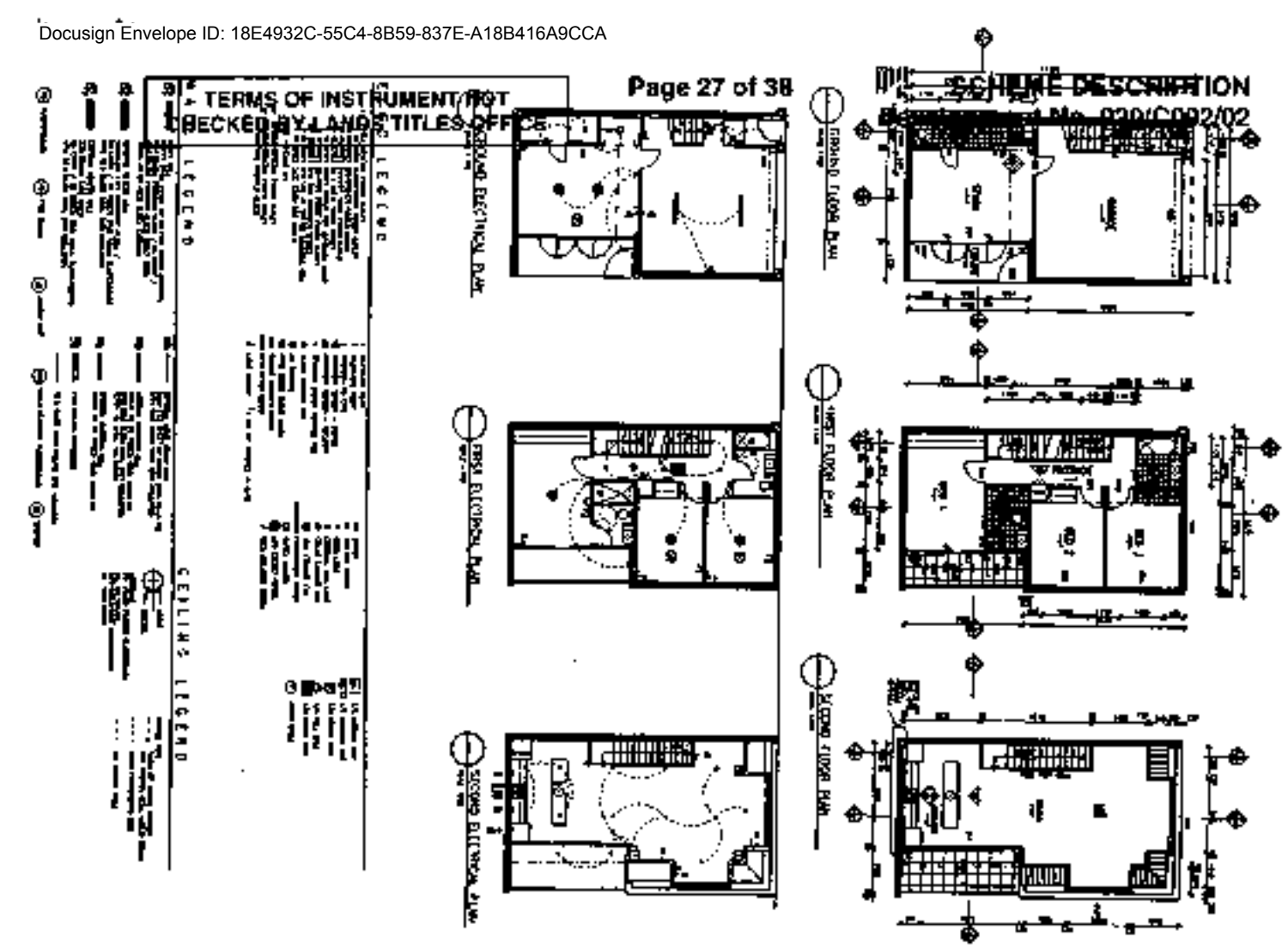

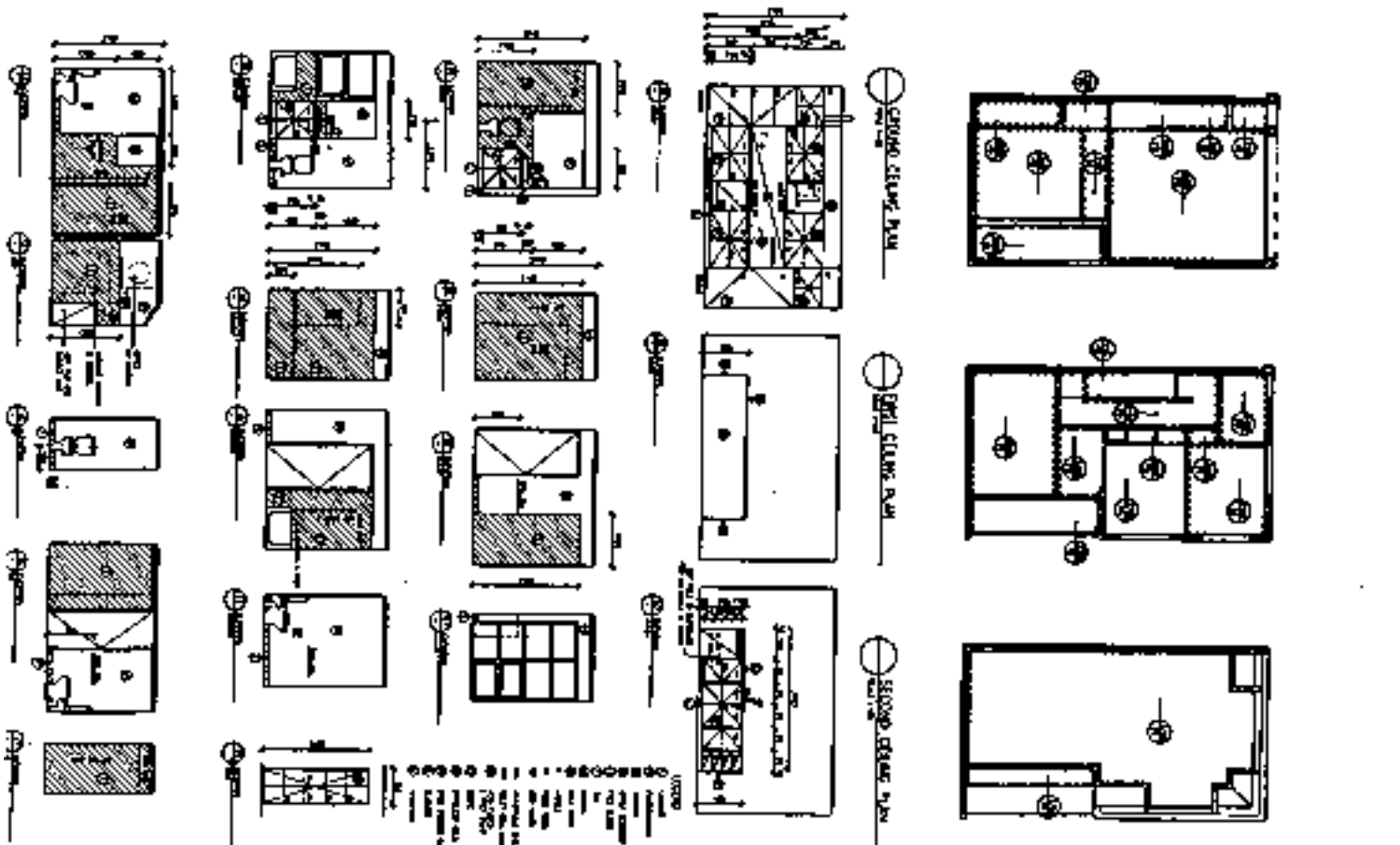

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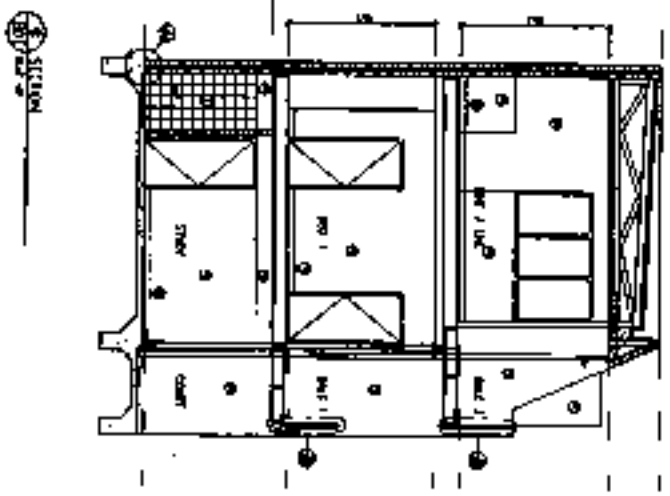



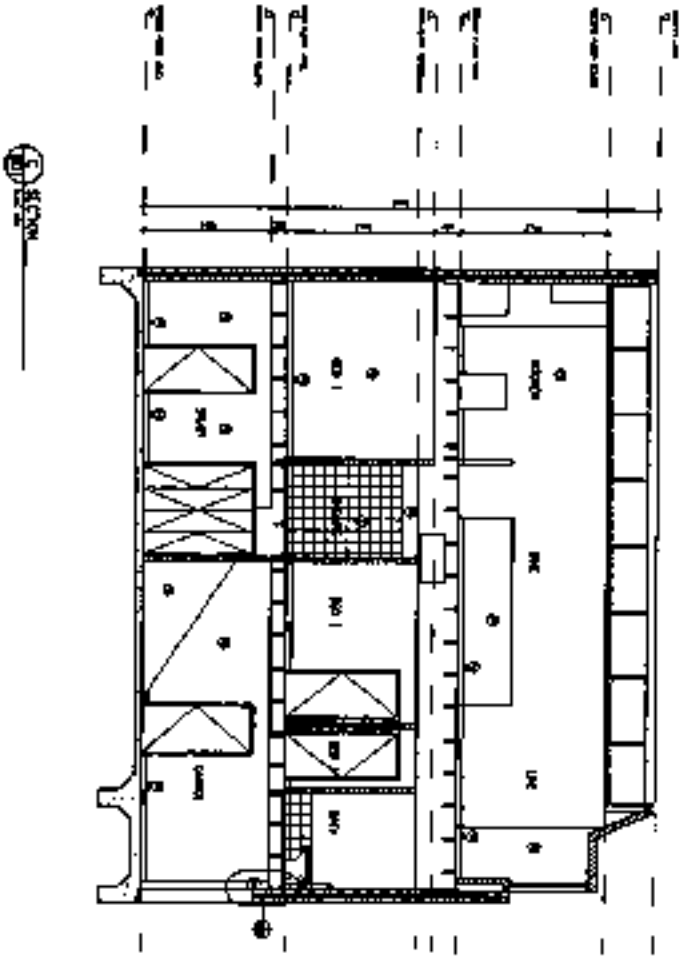

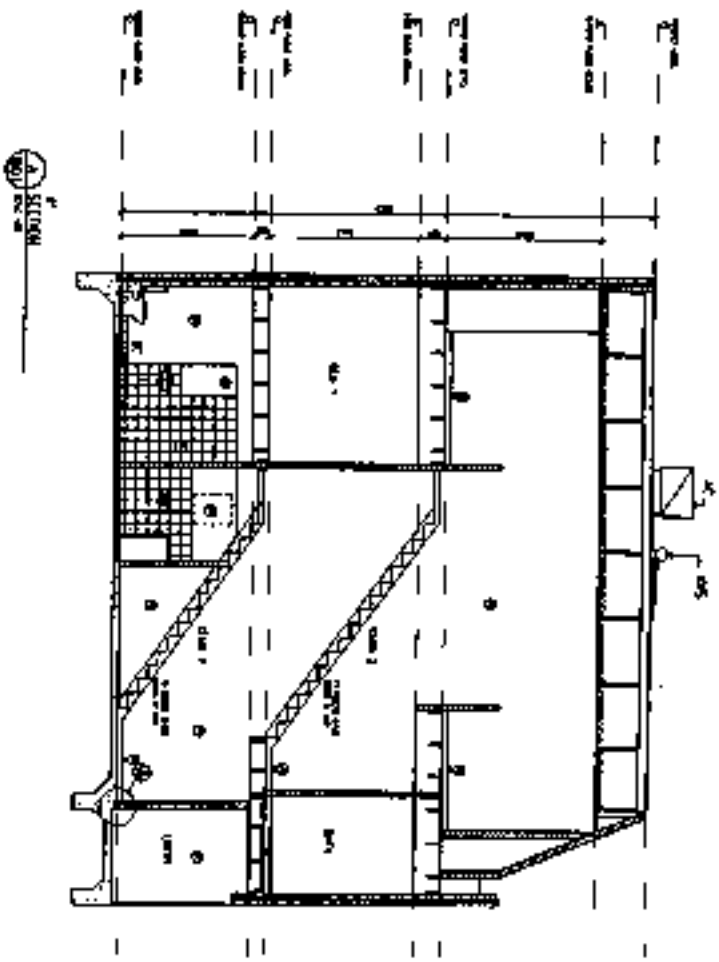

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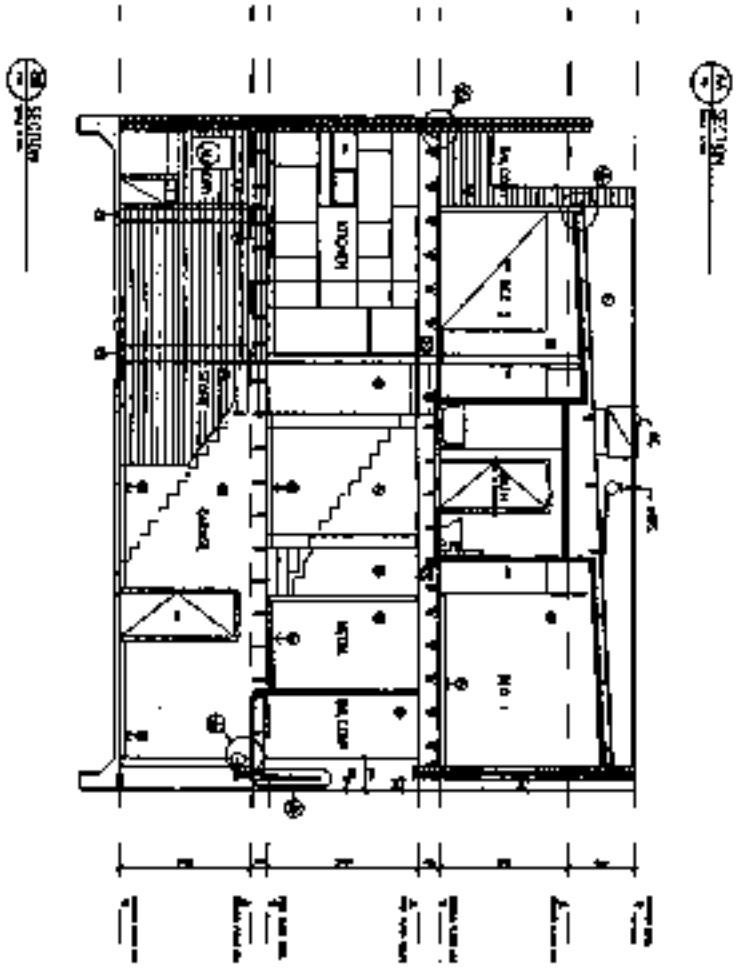

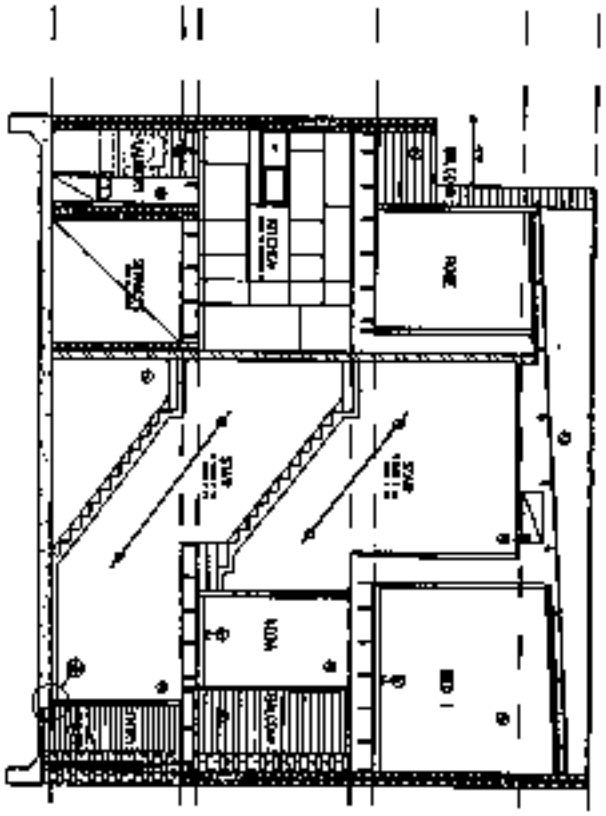

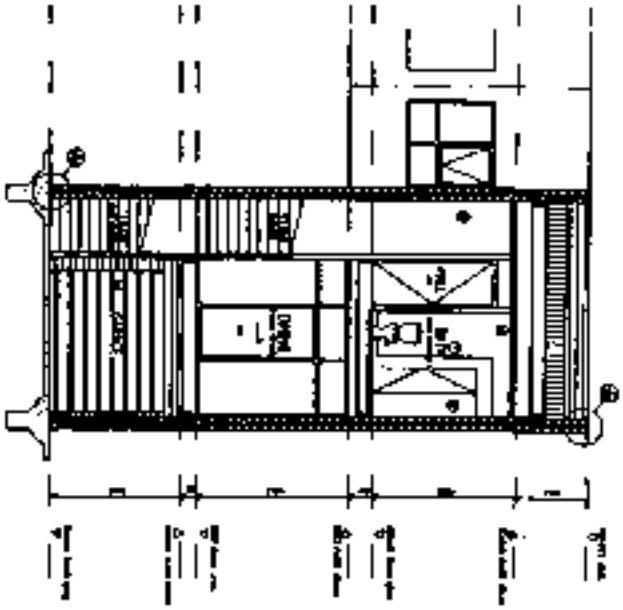

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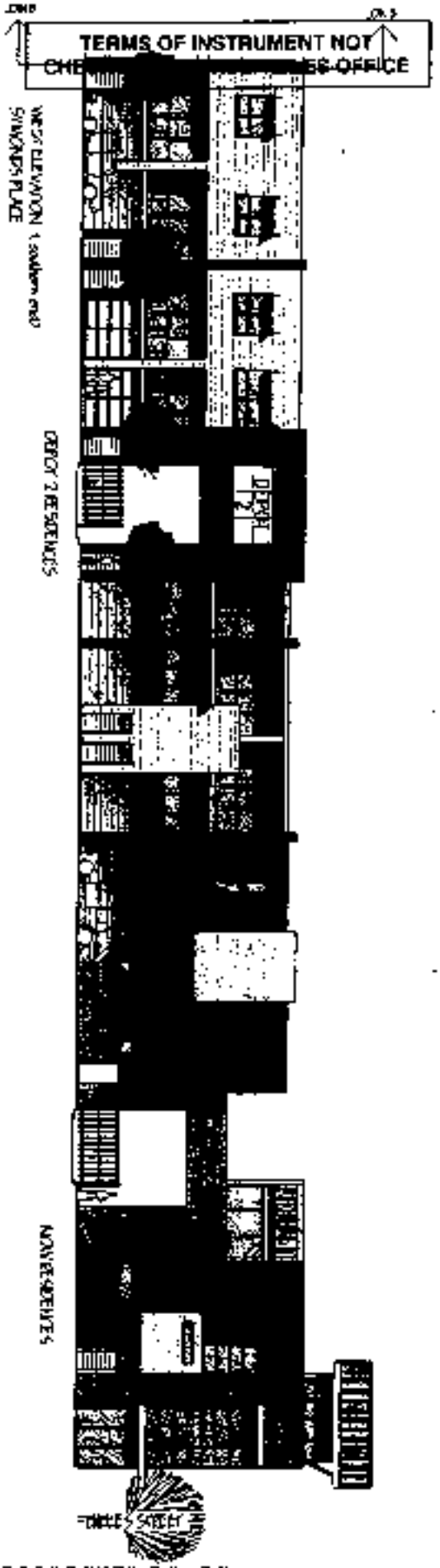

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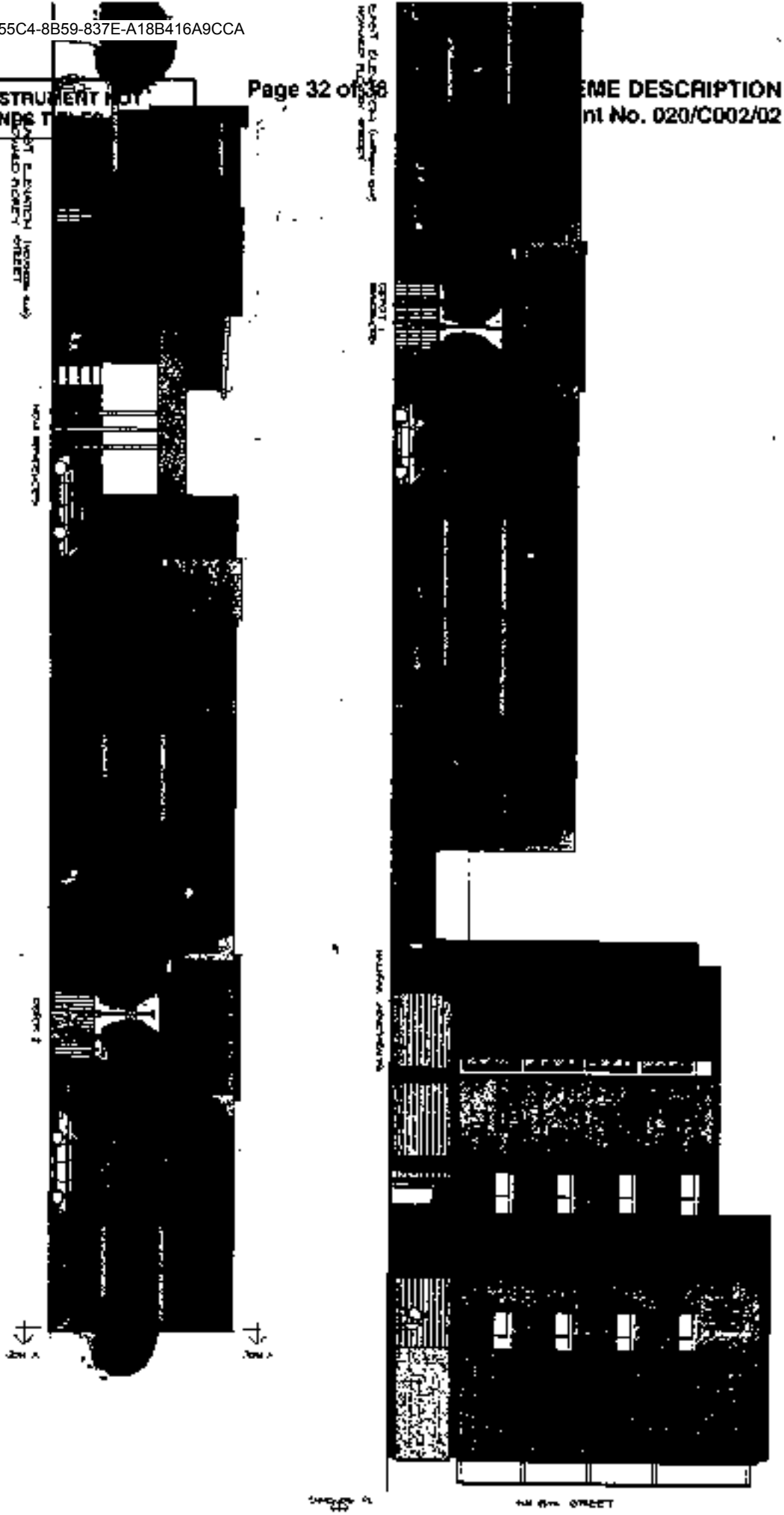



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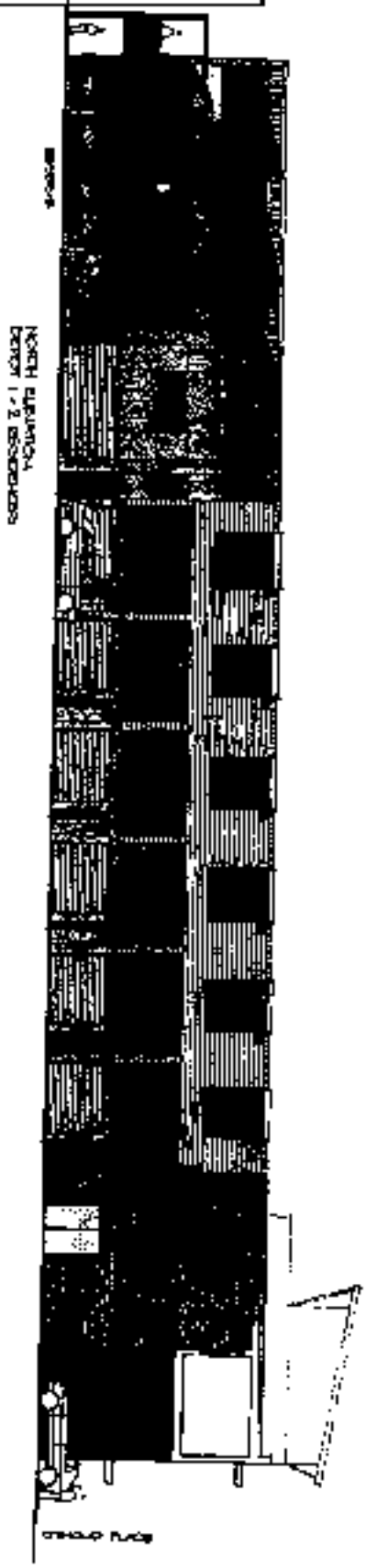

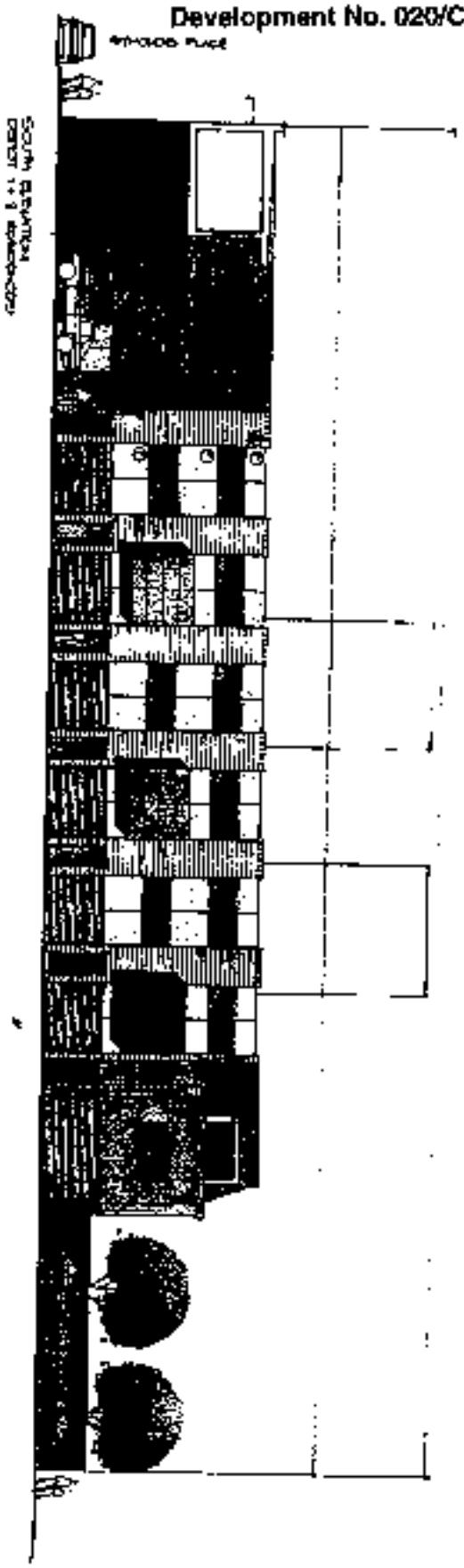



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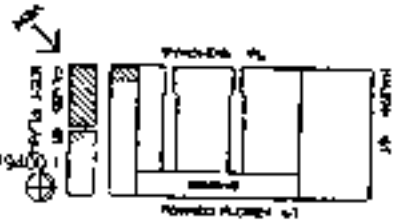

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ANNEXURE C

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TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLES OFFICE

SCHEME DESCRIPTION
Development No. 020/C002/02

ADELAIDE CITY COUNCIL
Adelaide City Council
ABN 20 903 762 572
Customer Centre
25 Pirie Street Adelaide
South Australia
GPO Box 2252 Adelaide SA 5001

Tel 08 8203 7203
Fax 08 8203 7575
Email city@adelaide.sa.gov.au

Enquiries: Catherine Hollingsworth (8203 7207)
Reference: 1999/00256-9

DECISION NOTIFICATION FORM

FOR DEVELOPMENT APPLICATION DATED 08 February 2002

REGISTERED ON 08 February 2002

DEVELOPMENT NUMBER
020/C002/02
CO/2/2002

TO: PENTROTH P/L
C/- Calder Harris Surveyors P/L
PO BOX 67
UNLEY SA 5061

LOCATION OF PROPOSED DEVELOPMENT: 22-38 Symonds Place, ADELAIDE SA 5000, 32-48 Gilles Street, ADELAIDE SA 5000

CT: Volume Folio

Nature of Proposed Development: **Community Titles - create 20 titles from 1**

From **PENTROTH P/L**

In respect of the proposed development you are informed that:

NATURE OF CONSENT	CONSENT STATUS	DATE OF DECISION	NO. OF CONDITIONS
Provisional Development Plan Consent	Consent	10 May 2002	1
Community Title Consent	Consent	10 May 2002	3
Development Approval	Approved	10 May 2002	4

~~Details of the building classification and the approved number of occupants under the Building Code are attached.~~

~~# representation(s) from third parties concerning your category 3 proposal were received.~~

~~Where were third party representations any consent/approval or consent/approval with conditions does not operate until the periods specified in the Act have expired.~~

Reason 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 works or change the use of the land until you have also received notification of a Development Approval.~~

Date of Decision: 10 May 2002

Signed: .....

Date: 13.5.02

[ ] Development Assessment Commission or delegate
[✓] Council Chief Executive Officer or delegate
[ ] Private Certifier
[3] Sheets Attached

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

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SCHEME DESCRIPTION
Development No. 020/C002/02

DEVELOPMENT NUMBER

CO/2/2002

FOR DEVELOPMENT APPLICATION:

DATED 08 February 2002
REGISTERED ON 08 February 2002

LOCATION OF PROPOSED DEVELOPMENT:

22-30 Symonds Place, ADELAIDE SA 5000

CT: VOLUME: FOLIO:

CONDITIONS OF DEVELOPMENT APPROVAL ARE AS FOLLOWS:

1. **The development herein granted Provisional Development Plan Consent shall be undertaken in accordance with the plans and details accompanying the application to the satisfaction of Council except where varied by conditions below (if any).**

Reason: To ensure that the development is undertaken in accordance with the plans and details submitted.

2. **The financial requirements of the SA Water Corporation shall be met for the provision of water supply and sewerage services (SA Water 884/02 Water/Sewer).**

Reason: To satisfy the requirements of the Development Assessment Commission.

3. **Any necessary alterations, extensions or additions to water, sewer and electricity and gas services shall be carried out at the expense of the applicant to the satisfaction of the relevant supply authority.**

Reason: To ensure provision of services to the satisfaction of the relevant authority.

4. **Payment of $14244 shall be made into the Planning and Development Fund (7.9 allotments @ $1785 per allotment). Cheques shall be made payable and marked "Not Negotiable" to the Development Assessment Commission and payment made at Level 5, 136 North Terrace, Adelaide, or sent to GPO Box 1815, Adelaide, 5001.**

Reason: To satisfy the requirements of the Development Assessment Commission.

If you are dissatisfied with these conditions a right of appeal exists, within two (2) months of the receipt of this letter.

Appeals should be lodged with or enquiries made to the Registrar, Environment, Resources and Development Court, Sir Samuel Way Building, Victoria Square, Adelaide, 5000 (Postal Address: GPO Box 2465 Adelaide 5001).

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TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLES OFFICE

DEVELOPMENT NUMBER: CO/2/2002

LOCATION OF PROPOSED DEVELOPMENT: 22-30 Symonds Place, ADELAIDE SA 5000

ADVICES:-

The following matters are not conditions of the decision but require your further attention:

Street Numbering

Any street numbering which may have been indicated on this application has neither been approved nor denied. The correct street addressing for this development can be confirmed by contacting the Rates and Valuation Section on 8203 7420 or 8203 7426.

Commencement and Completion

Pursuant to Regulation 74, the Council must be given one business day's notice of the commencement and the completion of the building work on the site.

Expiration Time of Approval (Land Division)

Pursuant to the provisions of Regulation 48 of the Regulations under the Development Act 1993, this consent / approval will lapse at the expiration of 12 months from the operative date of the consent / approval unless an application for a certificate under Section 51 of the Act has been lodged with the Development Assessment Commission within such period in which case the consent / approval will lapse at the expiration of 3 years.

Certificate of Title

Information from the Lands Titles Office has revealed that the subject land is contained in portion of Certificates of Title Volume 5812, Folios 66 and 67. Data and endorsements as shown on DA 020/C002/02 (CO/0002/02) are subject to certified survey and acceptance by the Registrar General for deposit in the Lands Titles Office

Stormwater

The connection of stormwater to any part of the Adelaide City Council's underground drainage system shall be in accordance with the requirements of the Asset Manager Stormwater, telephone 8203 7610.

Public Utilities

The applicant must ensure there is no objection from any of the public utilities in respect of underground or overhead services and any alterations that may be required are to be at the applicant's expense.

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Orig. LF 9411732

[redacted]27-Aug-2002
12 of 13 Fees $0.00

LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA

LODGEMENT FOR FILING UNDER THE COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

BELOW THIS LINE FOR AGENT USE ONLY

Series No.	Prefix
12	LF

AGENT CODE

Lodged by: Thomson Playford THPL – 80
101 Pine Street
ADELAIDE SA 5000

Correction to: Thomson Playford

TITLES, CROWN LEASES, DECLARATIONS ETC. LODGED WITH INSTRUMENT (TO BE FILLED IN BY PERSON LODGING)

1.
2.
3.
4.
5.

Assessor

PICK-UP NO.	
CP	
DEV. NO.	020/0002/02

BELOW THIS LINE FOR OFFICE USE ONLY

Date: 27/8/02	Time: 12:15
FEES	
R.G.O.	POSTAGE
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CORRECTION	PASSED

FILED

REGISTRAR-GENERAL

APPROVAL NO. 383 – 2K

DELIVERY INSTRUCTIONS (Agent to complete)
PLEASE DELIVER THE FOLLOWING ITEM(S) TO THE UNDERMENTIONED AGENT(S)

ITEM(S)	AGENT CODE
	THPL – 80

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TECTVS DESIGN

Depot 2

Unit Number	Unit Type	Lot Area	Number of Carports	Garage	Net Building Area Ground	First	Second	Third	Open Space Ground	First	Second	Third
46	J	50	1	18	26	40	39	0	3	6	0	0
47	J	50	1	18	26	40	39	0	3	6	0	0
48	L	50	1	19	22	40	46	0	3	6	0	
49	J	50	1	18	26	40	39	0	3	6	0	0
50	J	50	1	18	26	40	39	0	3	6	0	0
51	J	50	1	18	26	40	39	0	3	6	0	0
52	J	50	1	18	26	40	39	0	3	6	0	0
53	J	50	1	18	26	40	39	0	3	6	0	0
54	J	50	1	18	26	40	39	0	3	6	0	0
55	K	77	2	30	29	62	55	0	10	7	10	0
Common Services		4										
Road		258										
Pedestrian		0										
56	I	50	1	19	23	42	40	0	1	3	5	0
57	H	51	1	17	27	42	34	0	2	0	5	0
58	H	51	1	17	27	42	34	0	2	0	5	0
59	F	49	1	15	28	37	35	0	1	7	0	0
60	F	49	1	15	28	37	35	0	1	7	0	0
61	F	49	1	15	28	37	35	0	1	7	0	0
62	F	49	1	15	28	37	35	0	1	7	0	0
63	F	49	1	15	28	37	35	0	1	7	0	0
64	F	49	1	15	28	37	35	0	1	7	0	0
65	K	77	2	30	29	62	55	0	10	7	10	0
totals		1,312	22	366	533	832	786	0	58	113	35	0

Total Site Area	1,312	
Total Net Building Area	2,151	
Total LOS	316	Ground Floor only
Total OS	464	Including Balconies and Courtyards
Plot Ratio	1.6	
Total LOS	24%	Ground Floor only
Total OS	35%	Including Balconies and Courtyards

C:\RAW\SAPWISE\THOMSON\THOMSON.PPLIB 7545\01

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COMMUNITY TITLES ACT 1996

DEVELOPMENT CONTRACT

HALIFAX ADELAIDE RESIDENTIAL DEVELOPMENT

COMMUNITY DIVISION "DEPOT 2 "

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INDEX

ITEM	PAGE NO.
1. Important Notice	3
2. Description of land to be developed under the Scheme and nature of proposed development	3
3. Common Property	3
4. Staging of Development	4
5. Development Authorisation	4
6. Developer to use care and consideration during development	4
7. Developer to Repair	4
8. Plan of Proposed Lots and Common Property	4
9. Details of Access required by Developer	4
10. Obligations of Community Corporation and Other Owners	4
11. Working Hours	4
12. Estimated Date for Completion	5
13. Location, Dimensions, Design and Materials of Construction	5
14. Services	5
15. Fencing	6
Annexure A	7
Annexure B	9
Annexure C	34

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COMMUNITY TITLES ACT, 1996

DEVELOPMENT CONTRACT

1. IMPORTANT NOTICE

1.1 This Contract contains details of a community scheme which is proposed to be developed on the land described herein.

1.2 This Contract should not be considered alone, but in conjunction with the results of searches and enquiries normally made in respect of lots of this type. The Scheme Description and By-laws lodged at the Lands Titles Office set out further details of the Scheme the management rules governing the Scheme and provide details of the rights and obligations of lot owners under the Scheme.

1.3 Further particulars about the details of the Scheme are available from the City of Adelaide by referring to Development Application No.

1.4 The terms of this Contract are binding on the original proprietor and any purchaser or occupier of a lot in a Scheme. In addition, the original proprietor covenants with the Community Corporation and with subsequent proprietors jointly and with each of them severally to develop the land the subject of this Scheme in accordance with the consent obtained in terms of Development Application No. as approved modified or amended by the consent authorities from time to time.

2. DESCRIPTION OF LAND TO BE DEVELOPED UNDER THE SCHEME AND NATURE OF PROPOSED DEVELOPMENT

2.1 The Land

Lot 26 in DP 59628 being portion of the land comprised in Certificate of Title Volume 5812 Folio 66 together with and subject to the party wall rights as set out in Form RTC 9367438 and being the property located at Symonds Place and Howard Florey Street Adelaide (**"Scheme Land"**).

2.2 The Development

2.2.1 The community plan for the scheme comprises a primary plan of community division. The primary plan of community division will effect the division of the land described in paragraph 1 into twenty (20) primary lots and common property. (See copy of plan attached marked Annexure "A").

2.2.2 Pentroth Pty Ltd (**"Developer"**) will on behalf of each lot owner procure the erection of a three storey dwelling on each community lot.

2.2.3 Those portions of the Common Property comprising a driveway in the Primary Plan will be paved.

This work will be carried out in accordance with any applicable Development Consent and the Scheme Description.

3. COMMON PROPERTY

The Developer shall construct a paved driveway for use by the owners and occupiers of all Lots within the Community Scheme over portion of the Common Property.

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4. STAGING OF DEVELOPMENT:

The Scheme is not a staged development. The development will be undertaken and completed by the Developer as one whole development with the progressive and continuous completion of all eighteen lots and dwellings forming part of the Scheme.

5. DEVELOPMENT AUTHORISATION:

Development Authorisation under the Development Act 1993 will need to be obtained in relation to the division of the land in the manner contemplated in this Development Contract. Development Approval in respect of the development to be undertaken upon the Land will need to be obtained before the proposed development can be undertaken by the Developer. In the event that Development Approval both in respect of the division of the land and undertaking of the development cannot be obtained then the Developer's obligations under this Development Contract are extinguished.

6. DEVELOPER TO USE CARE AND CONSIDERATION DURING DEVELOPMENT:

The Developer undertakes to exercise care and consideration to ensure that other proprietors of lots within the Scheme do not suffer unreasonable interference or lack of enjoyment of the lots and Common Property during the completion of the Developer's obligations under this contract.

7. DEVELOPER TO REPAIR:

The Developer undertakes to repair, or to pay the costs of repairing, as soon as is reasonably possible any damage caused by the Developer himself, his agents, contractors and employees to the common property or to a lot or building or other improvement on the common property or lot.

8. PLAN OF PROPOSED LOTS AND COMMON PROPERTY:

The Developer will make application for approval for the division of the land into twenty (20) primary community lots and common property. A plan is attached and is identified as Annexure A which delineates the boundaries of each lot and common property.

9. DETAILS OF ACCESS REQUIRED BY DEVELOPER:

Access to the Scheme will be required by the Developer to carry out preparation of the site, construction repair and maintenance. Access to the site will be from Catherine Helen Spence Street and Howard Florey Street across and along the common property. The Developer reserves the right for himself, his agent, contractors and employees to pass over the common property by any means including vehicles to gain access during construction to carry out construction, repair or maintenance.

10. OBLIGATIONS OF COMMUNITY CORPORATION AND OTHER OWNERS:

The Community Corporation and other owners shall allow the Developer, the Developer's agents, contractors and employees access as required during the course of construction, repair or maintenance to enable the obligations of the Developer to be completed as required.

11. WORKING HOURS:

The hours during which work will be undertaken on the Scheme will be between 7.00 am and 7.00 pm Monday to Saturday and 9.00am to 5.00pm Sunday. In the event that urgent or essential work is required to be carried out at times other than set out in this clause, the

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Developer shall seek the approval of other owners in the Scheme. Such approval to continue or complete the necessary work is not to be capriciously withheld.

12. ESTIMATED DATE FOR THE COMPLETION OF THE SCHEME

The Developer estimates that the construction period once the Developer's works are commenced will be approximately thirty (30) weeks.

13. LOCATION, DIMENSIONS, DESIGN, MATERIALS OF CONSTRUCTION

13.1 An indicative plan showing how the buildings on each community lot will be located is attached to this contract and marked Annexure "B".

13.2 Each lot owner must develop the lots owned by them by erecting a three storey dwelling on their respective lots.

13.3 A pictorial representation of the dwellings is attached as Annexure "B".

13.4 The approximate area of the dwellings is as set out in Annexure "C".

13.5 Each dwelling will be:

13.5.1 either:-

(a) masonry timber veneer construction; or

(b) compressed building sheet; or

(c) a combination of (a) and (b).

13.5.2 either:-

(a) fair faced external walls; or

(b) painted masonry.

13.5.3 a concrete raft ground floor slab;

13.5.4 timber or steel framed roof with custom orb or zinc aluminium decking sheet;

13.5.5 masonry party walls.

14. SERVICES

14.1 Electricity Telephone

14.1.1 Electricity wiring telephone wiring are to be provided and installed by the Developer so that each community lot can be connected to electricity and telephone.

14.1.2 The electricity wiring and telephone wiring are to be constructed within the common property.

14.1.3 Separate electricity meter boxes for each community lot shall be installed by the Developer.

14.1.4 Public Lighting shall be provided and installed by the Developer.

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14.2 **Water and Sewerage**

14.2.1 The Developer shall provide and install sewerage services connected to SA Water's sewerage scheme.

14.2.2 Water sewerage and storm water services will be constructed by the Developer underground within the common property.

14.2.3 Grates and inspection pits for sewerage shall be provided and installed by the Developer.

15. **FENCING**

The Developer will construct fencing of either:-

15.1 face masonry;

15.2 painted masonry;

15.3 metal fencing; or

15.4 timber.

EXECUTION BY THE DEVELOPER:

THE COMMON SEAL of
PENTROTH PTY LTD
was affixed in the presence of:

Director

Secretary

PENTROTH PTY LTD A.C.N. 008 073 023
COMMON SEAL

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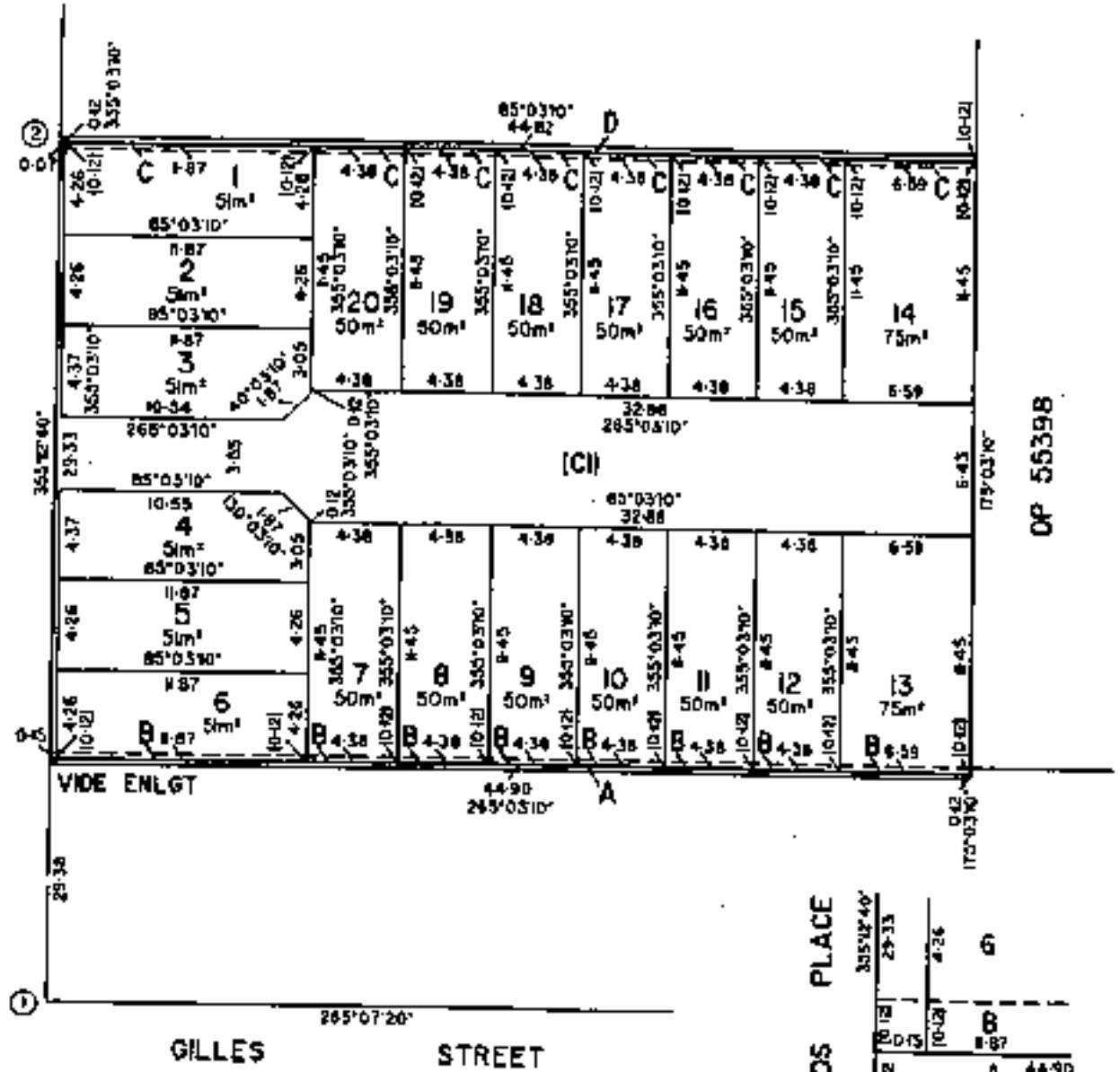
ANNEXURE A

LOCATION AND COMMON PROPERTY PLAN

SERVICE INFRASTRUCTURE IS NOT IN PLACE AS AT 19.11.01



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CP

PLAN TYPE PRIMARY

THIS IS SHEET 1 OF 3 SHEETS

DEPOSITED / /200

PAS REGISTRAR-GENERAL

DRAWING CHECKED	PLAN EXAMINED	PLAN APPROVED	PLAN APPROVED

TITLE REFERENCE TO ISSUE FROM CT.5812/66 & CT.5812/67

LAND DESCRIPTION

ALLOT 26 IN DP.....
OF PT TOWN ACRES 604 AND 605

LOCALITY-suburb ADELAIDE
HUNDRED ADELAIDE
AREA CITY OF ADELAIDE

MAP REF. 6628.42.1

N.A. TOTAL AREA 1316m²

DIV. No.

SCALE 0 5 10 15 20 METRES

ANNOTATIONS

THE COMMON PROPERTY IS DESIGNATED (C) FOR LAND INFORMATION PURPOSES ONLY AND DOES NOT PROVIDE A LEGAL IDENTIFIER FOR THE COMMON PROPERTY

RECIPROCAL PARTY WALL RIGHTS EXIST OVER PORTIONS MARKED A AND B AND C AND D

ALL DISTANCES ARE GIVEN IN METRES

SURVEYED SCALE Factor ..... Zone ..... AMG

Adjoining DATUM ①-②, 355°12'40" ORIGIN .....

BOUNDED FROM ..... CP .....

CERTIFICATE OF LICENSED SURVEYOR

I, ... RODNEY MEA. BURFORD .....

a licensed surveyor under the Survey Act 1992, certify that the community plan has been correctly prepared in accordance with the Community Titles Act 1996 to a scale prescribed by regulation.

COMMENCING at THOMSON PEAK PLAN 7[illegible]

Dated this ... day of ..... ,

Licensed Surveyor

SIDER HANNS SURVEYORS PTY.LTD.
A.C.N. 007 803 269
LICENSED SURVEYORS
SUITE 3, 85 KING WILLIAM RD UNLEY 5061
POSTAL ADDRESS : PO BOX 67 UNLEY 5061
Ph 8272822 Fax 82723007

DIV-M L-70

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ANNEXURE B

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HALIFAX STREET DEPOT

RESIDENTIAL DEVELOPMENT

DEPOT 2 - TERRACES

FOR INFORMATION ONLY

HALIFAX STREET
ADELAIDE

PENTROTH PTY LTD

ODMAIGRPWISE\THOMDOM THOMPO1.PRLIS 79463.1

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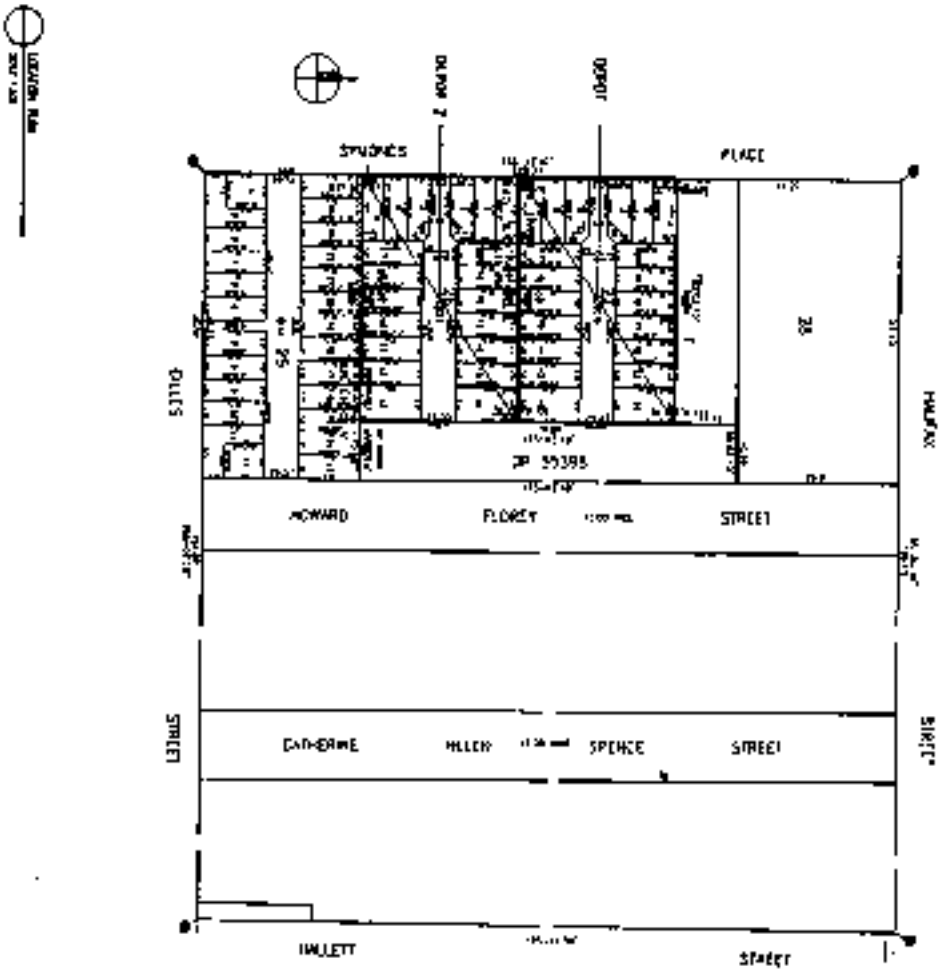
DEVELOPMENT CONTRACT
Development No. 020/C002/02



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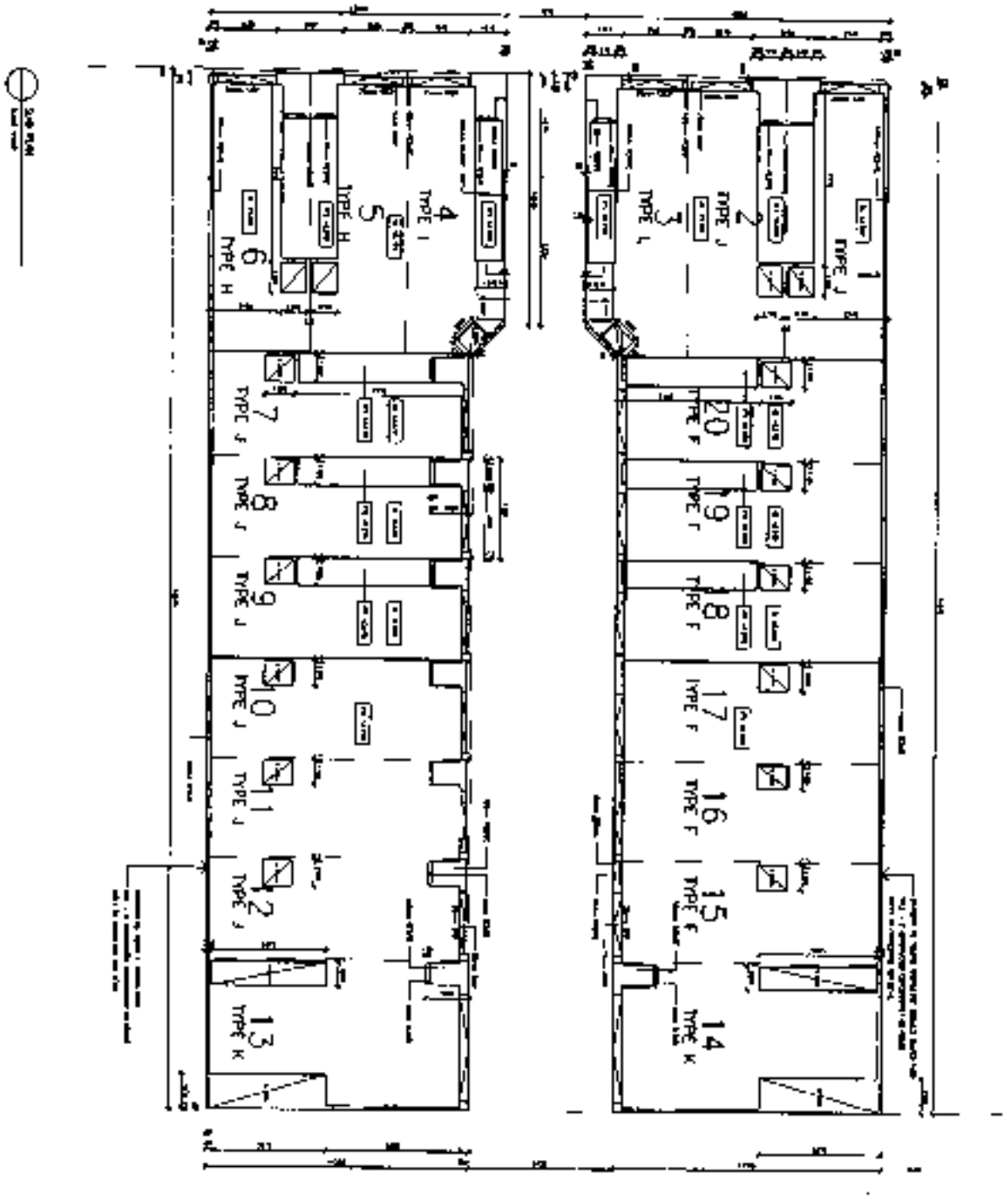

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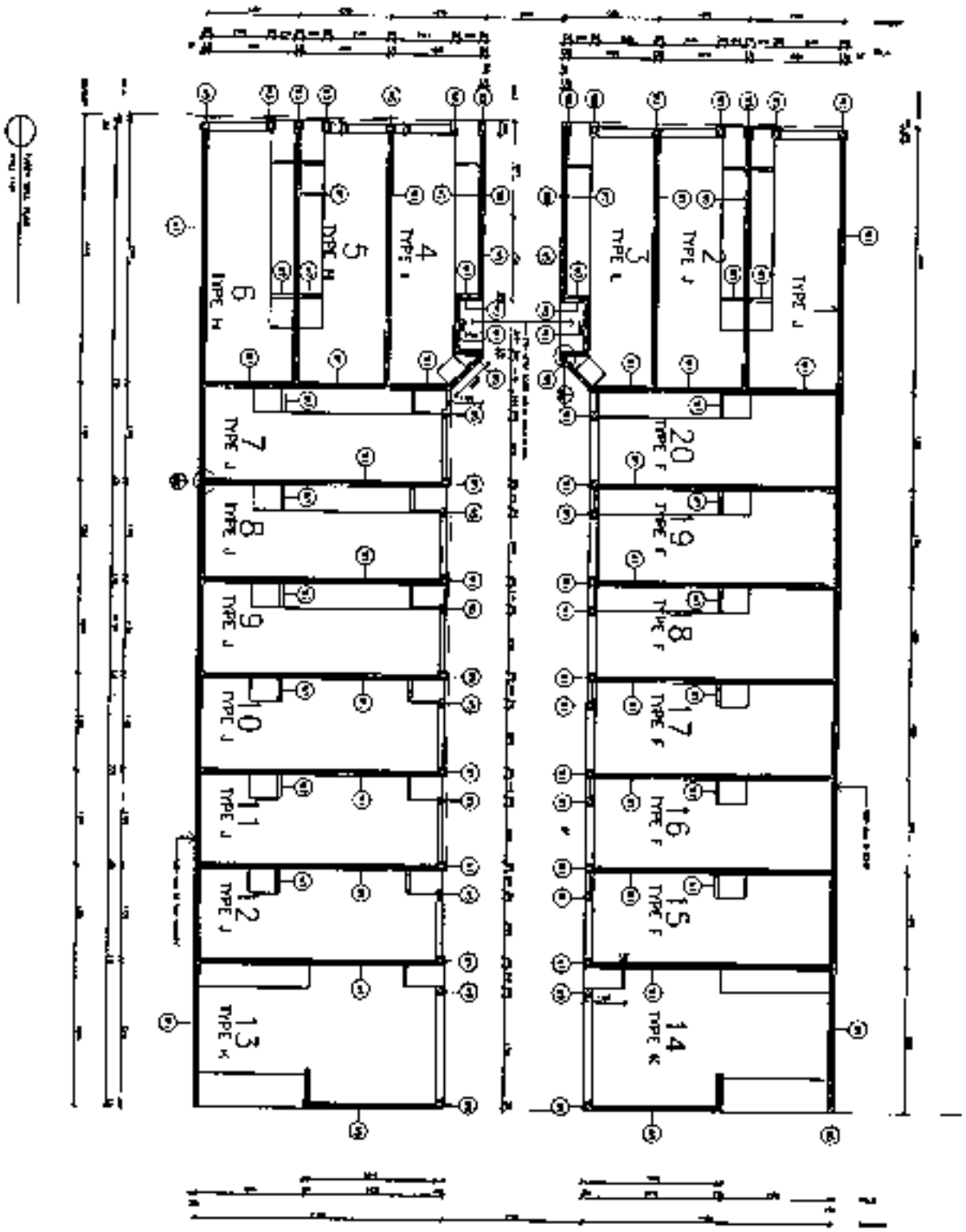

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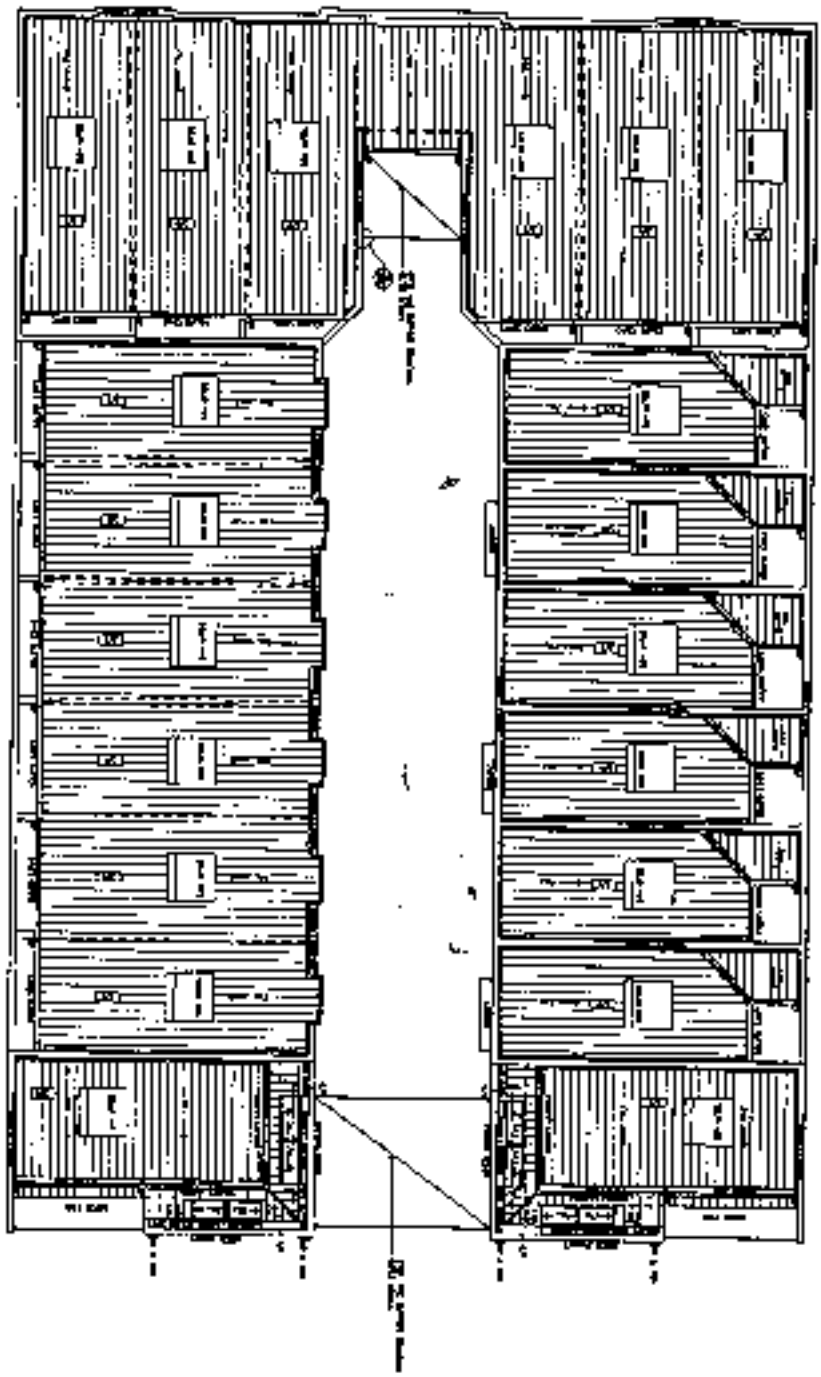

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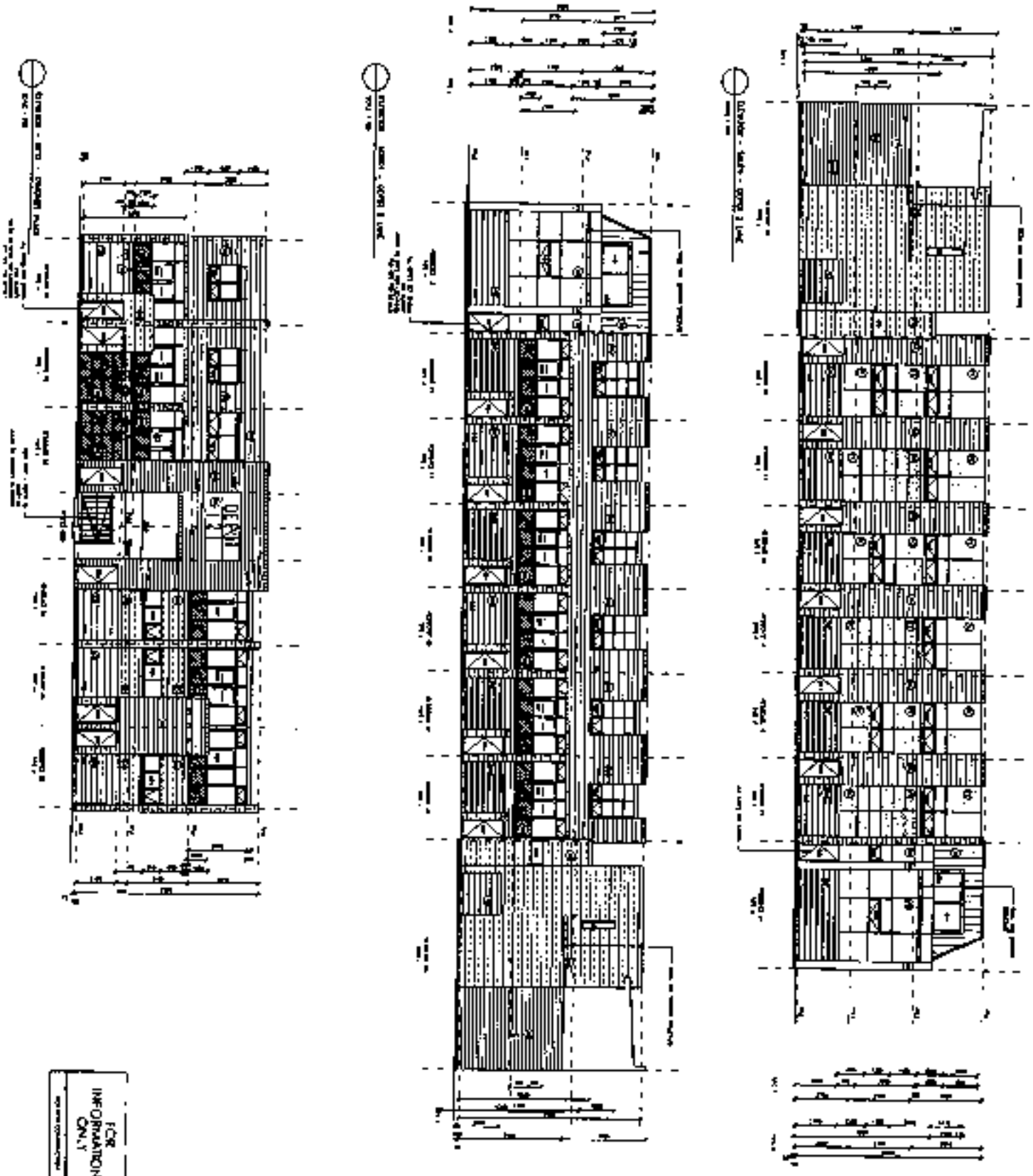
DEVELOPMENT CONTRACT
Development No. 020/C002/02



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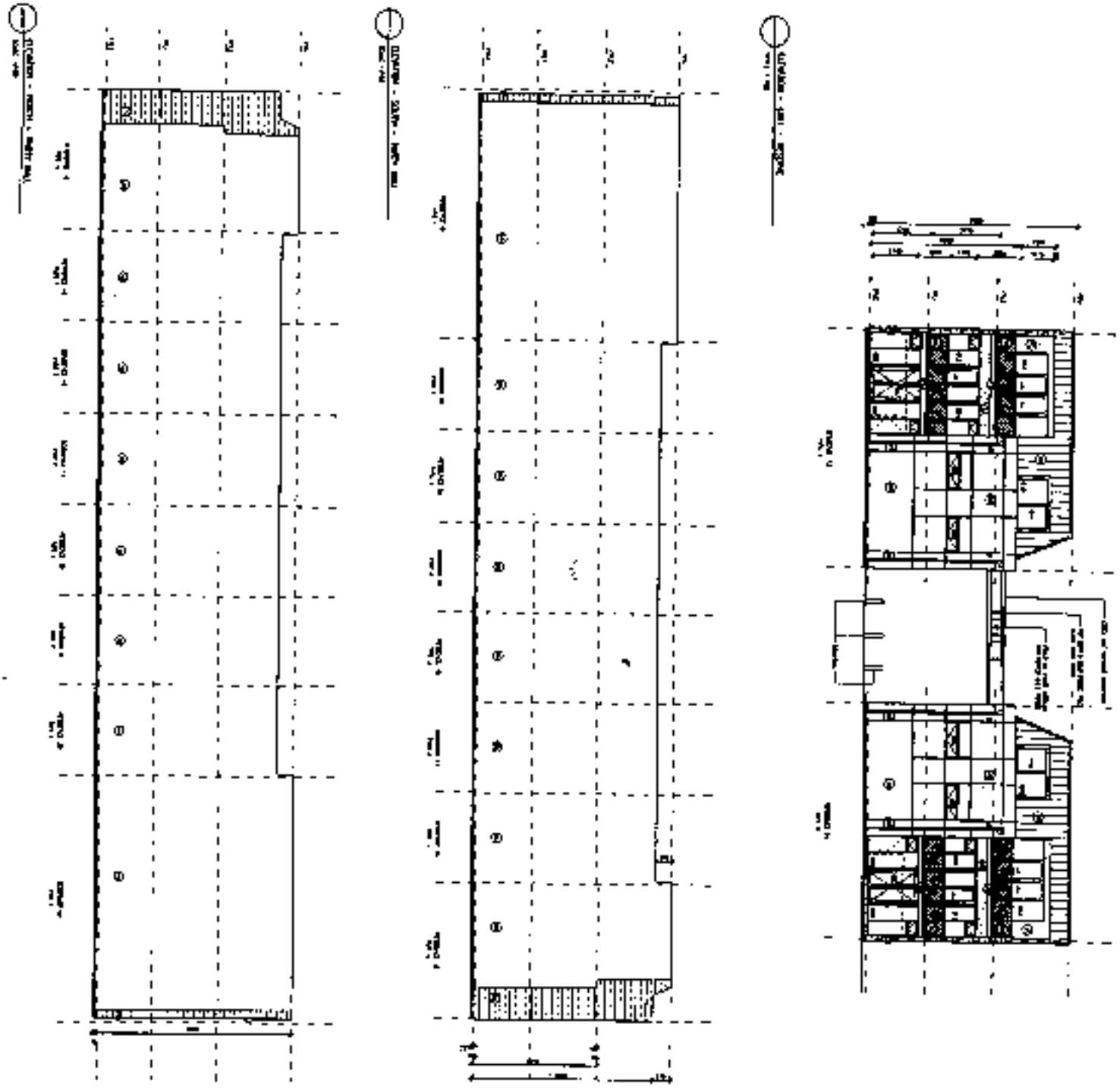

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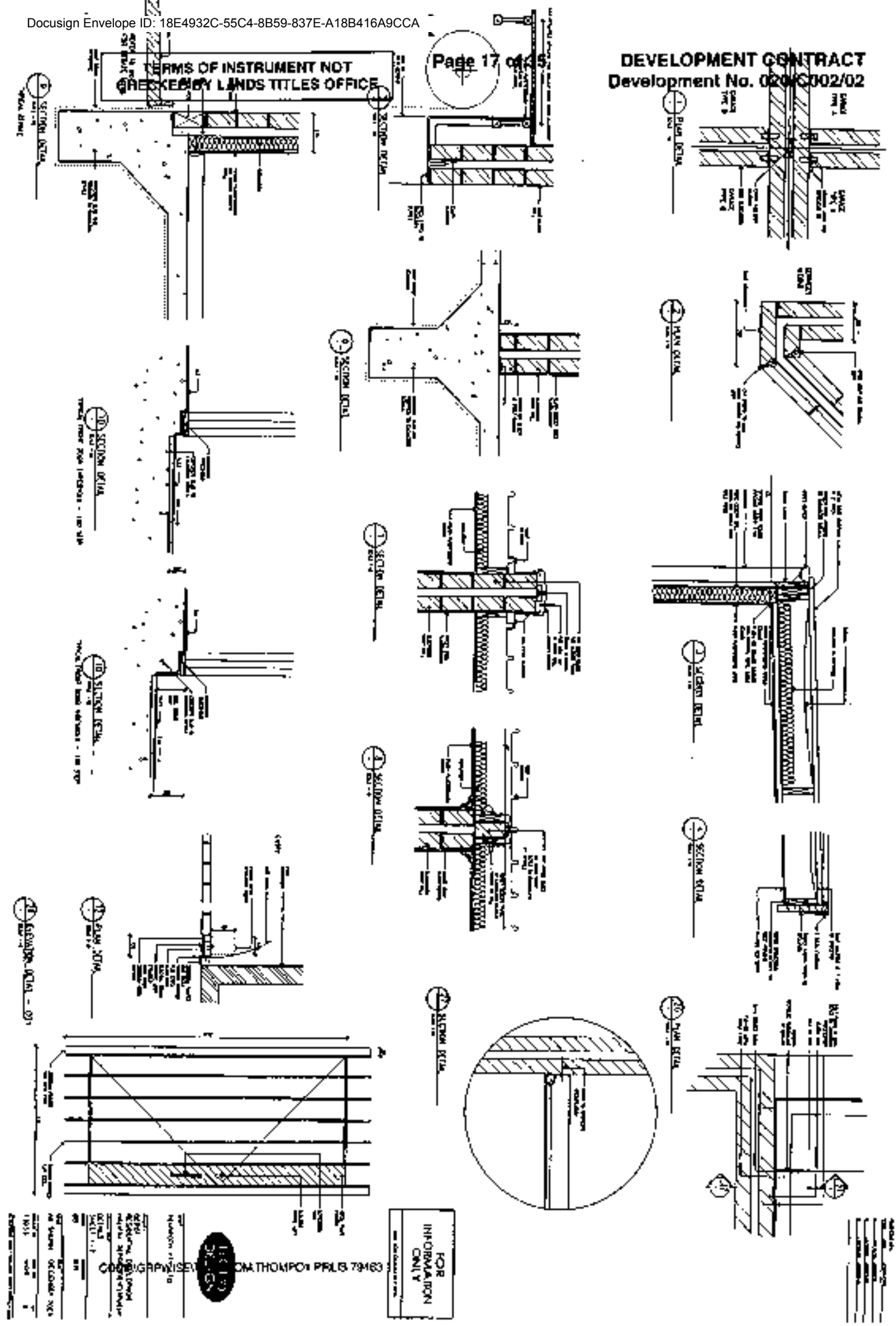
DEVELOPMENT CONTRACT
Development No. 020C002/02



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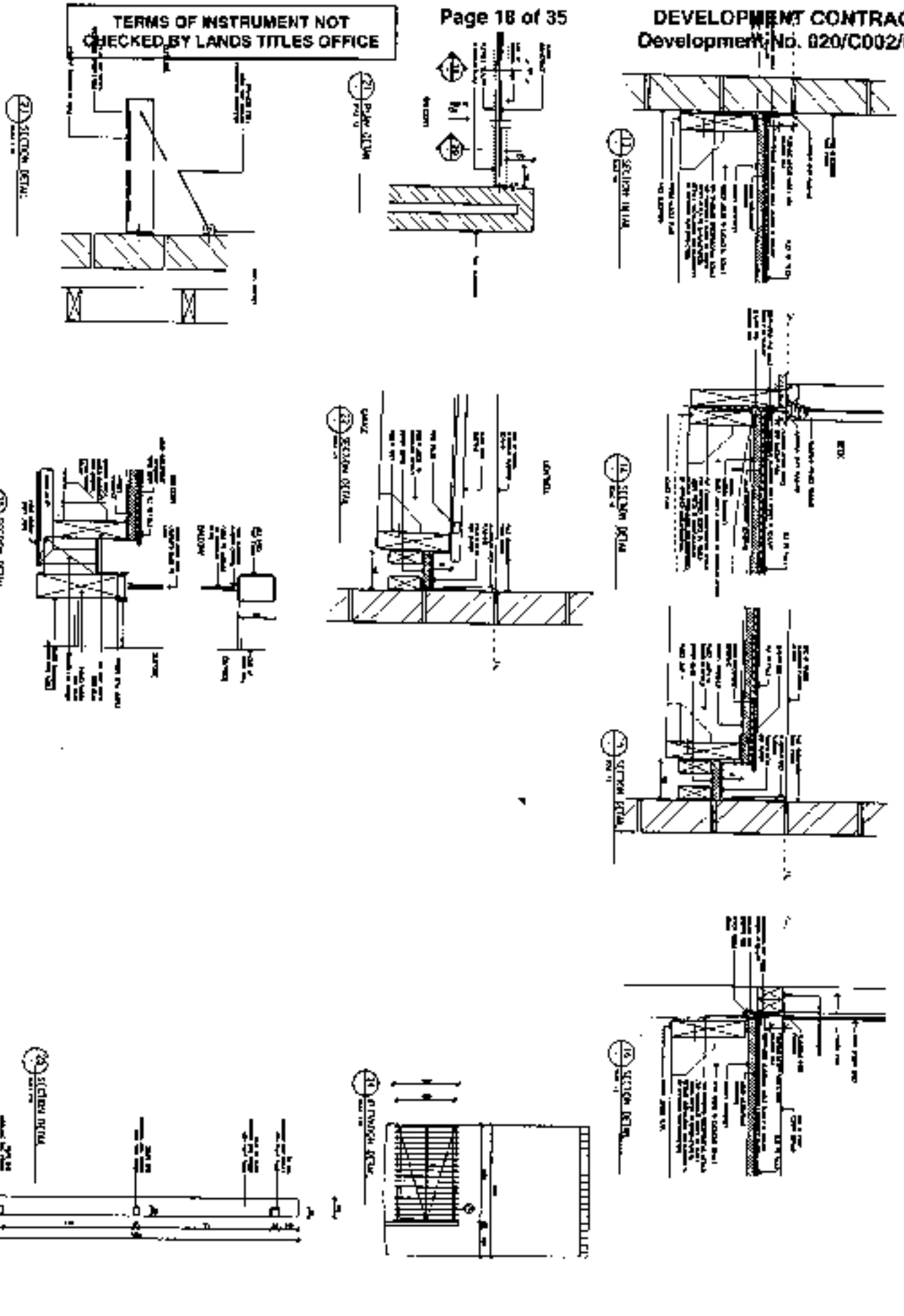

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DEVELOPMENT CONTRACT
Development No. DP0[illegible]

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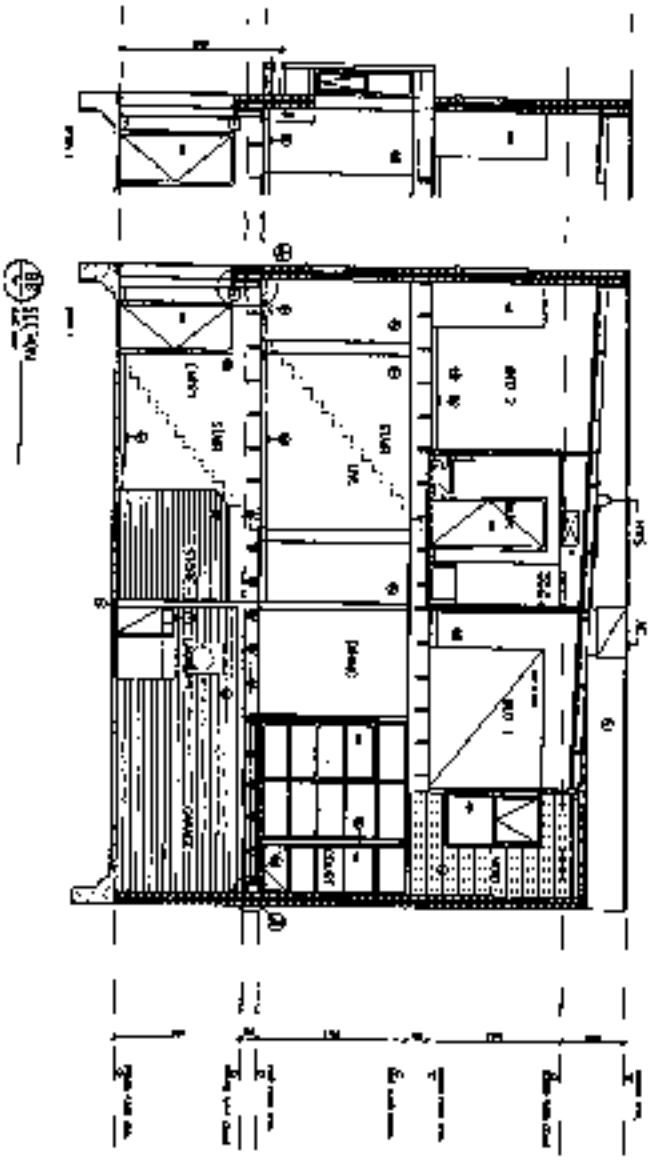

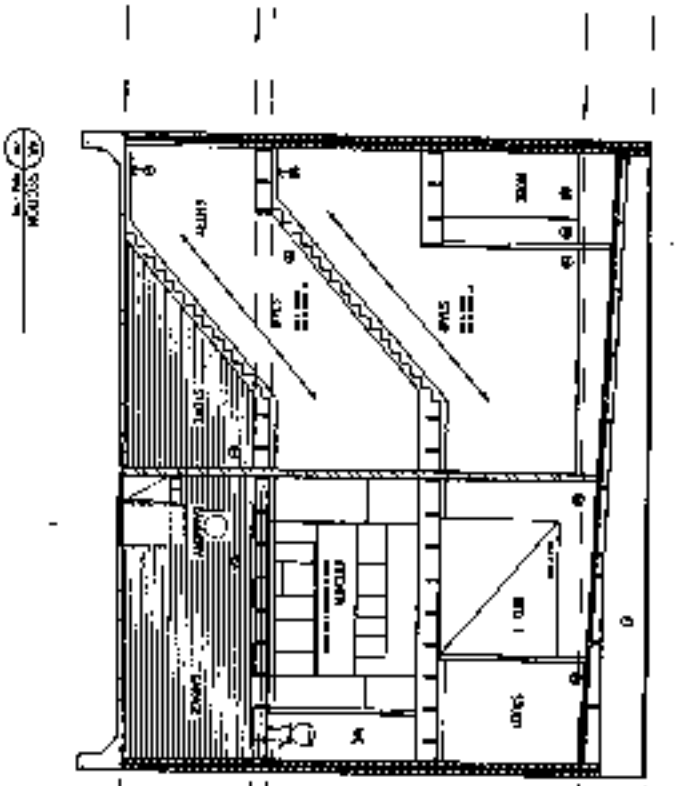

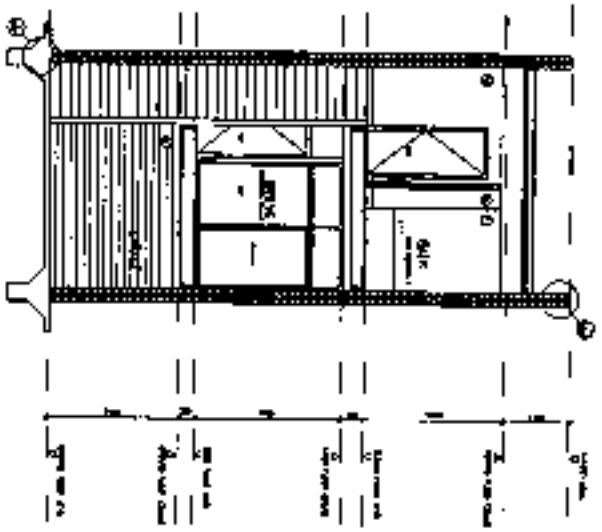

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DEVELOPMENT CONTRACT
Development No. 020/C002/02

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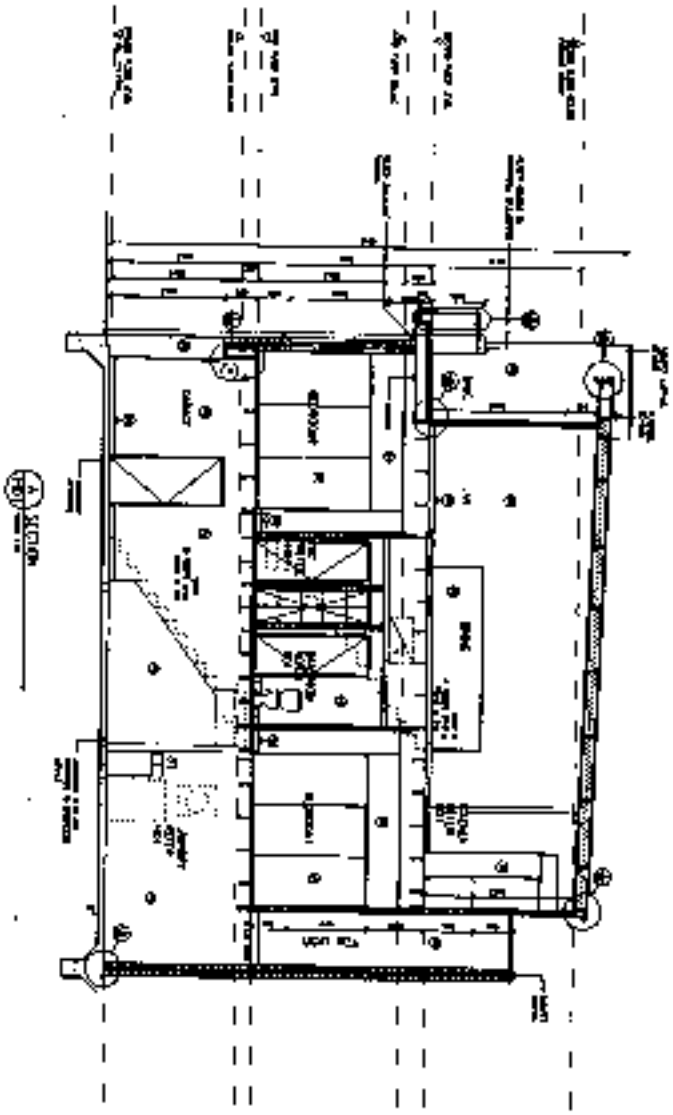

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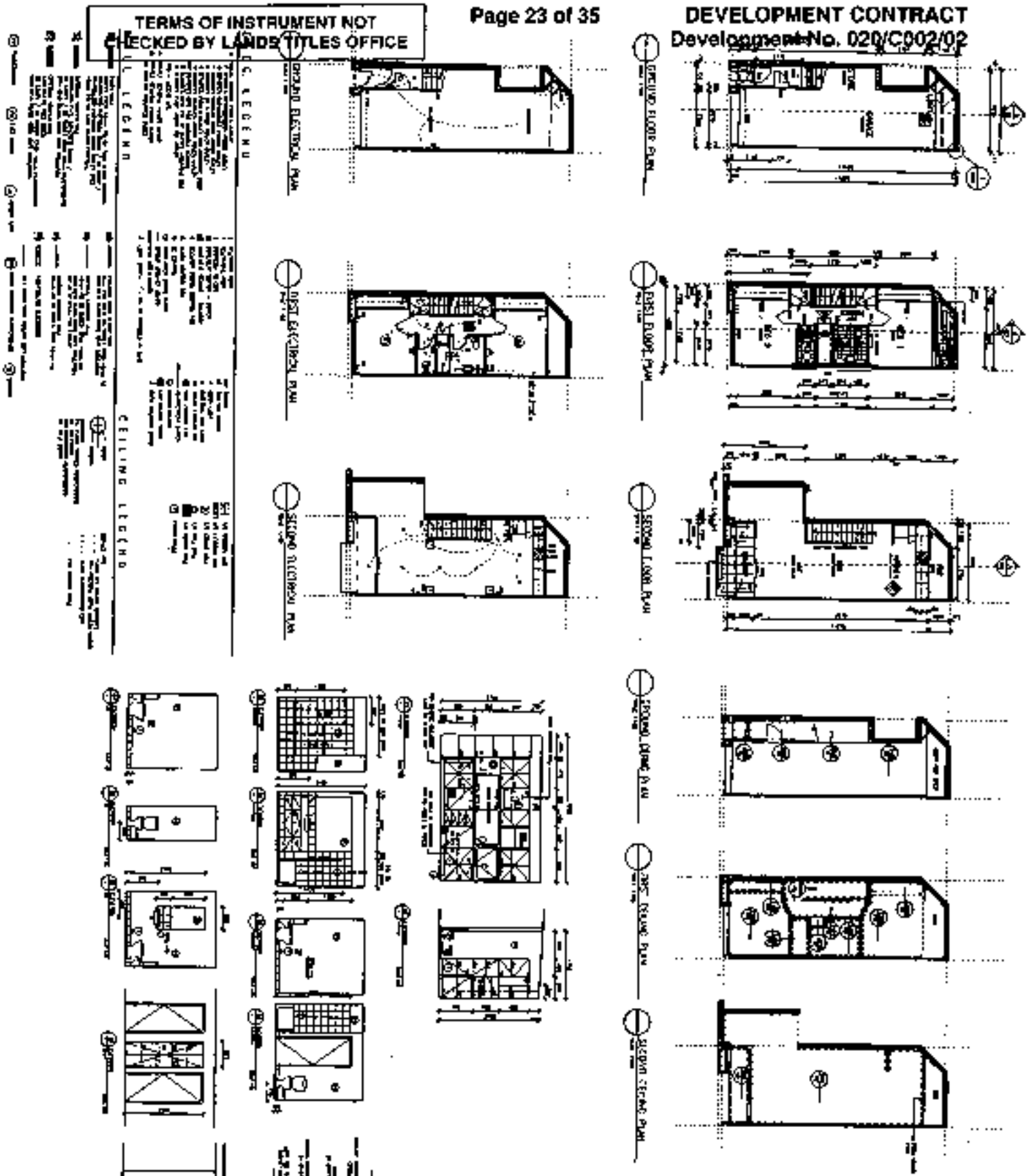

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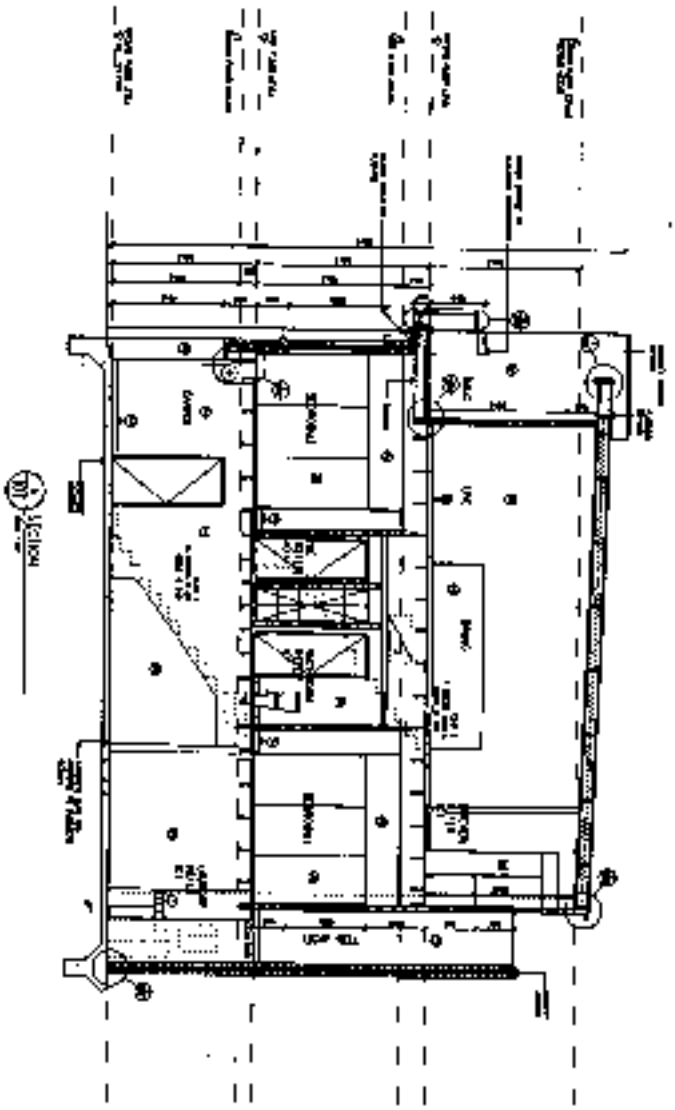

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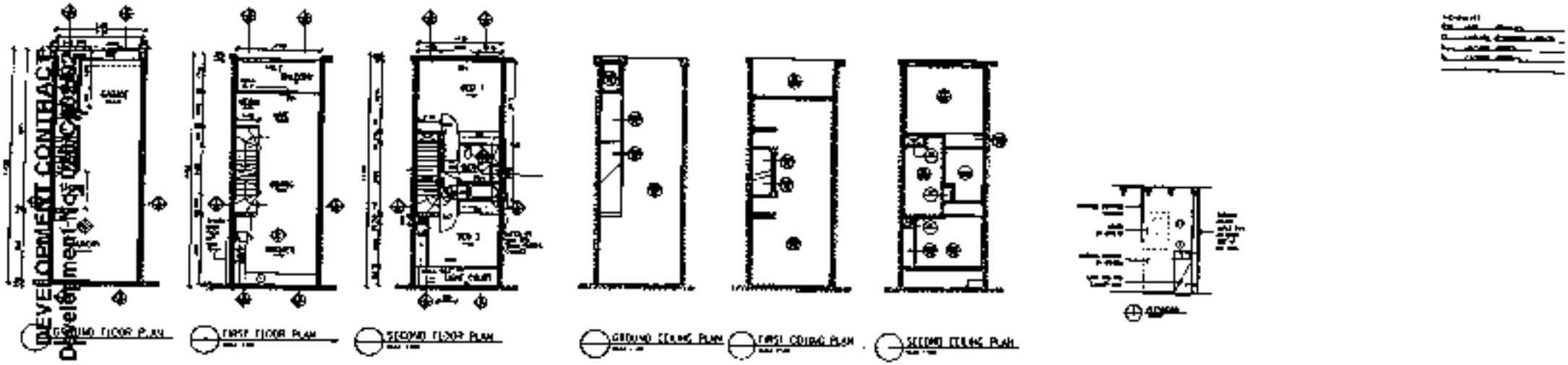

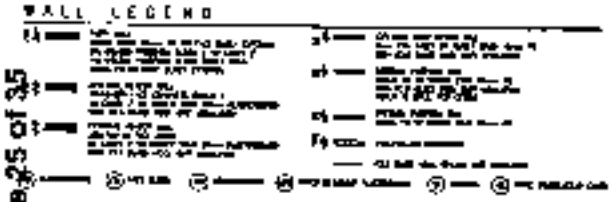

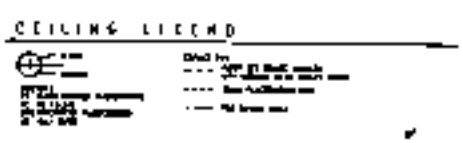

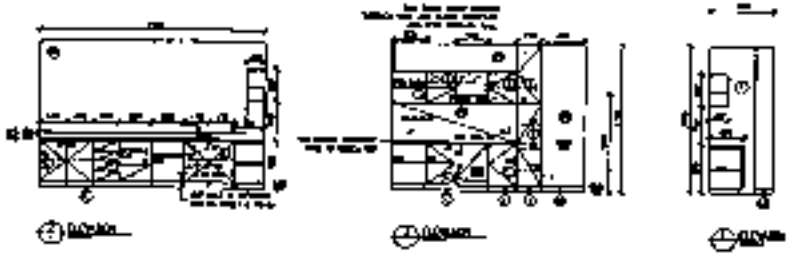

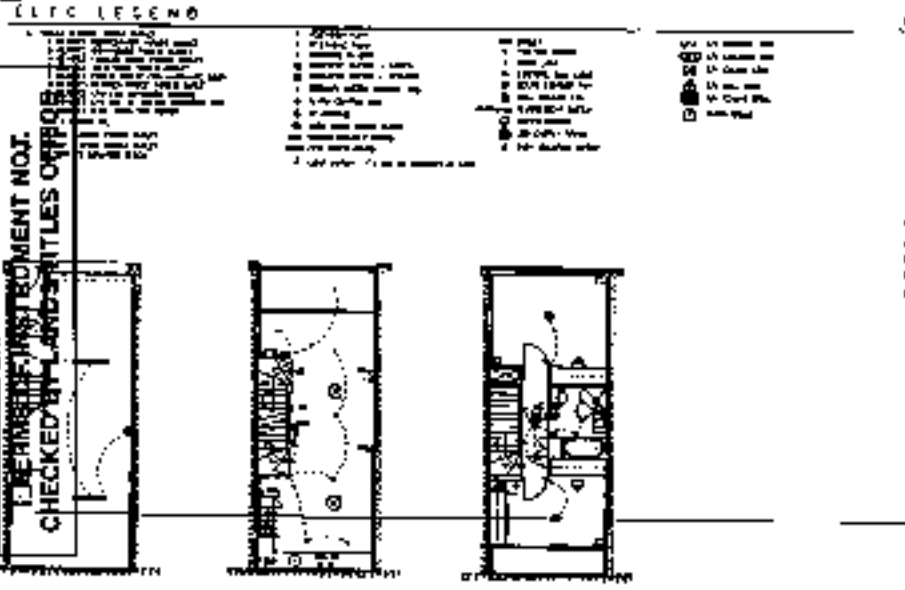

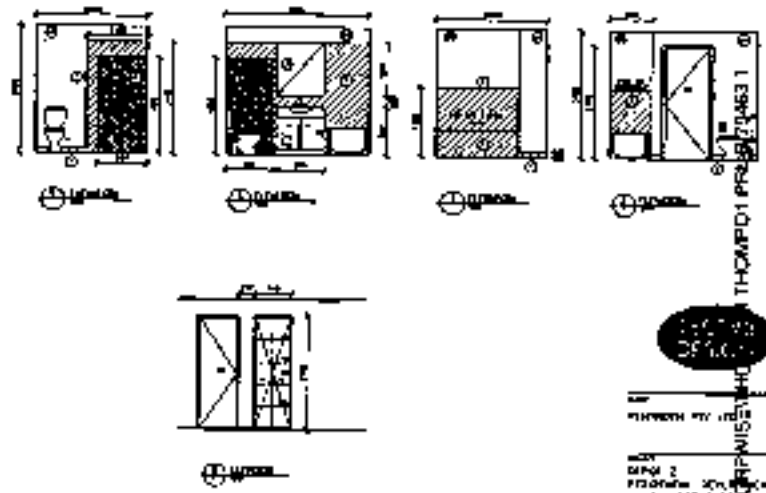

DEVELOPMENT CONTRACT
Development No: DMC 70463
DETERMINED/NOTED
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Page 25 of 35
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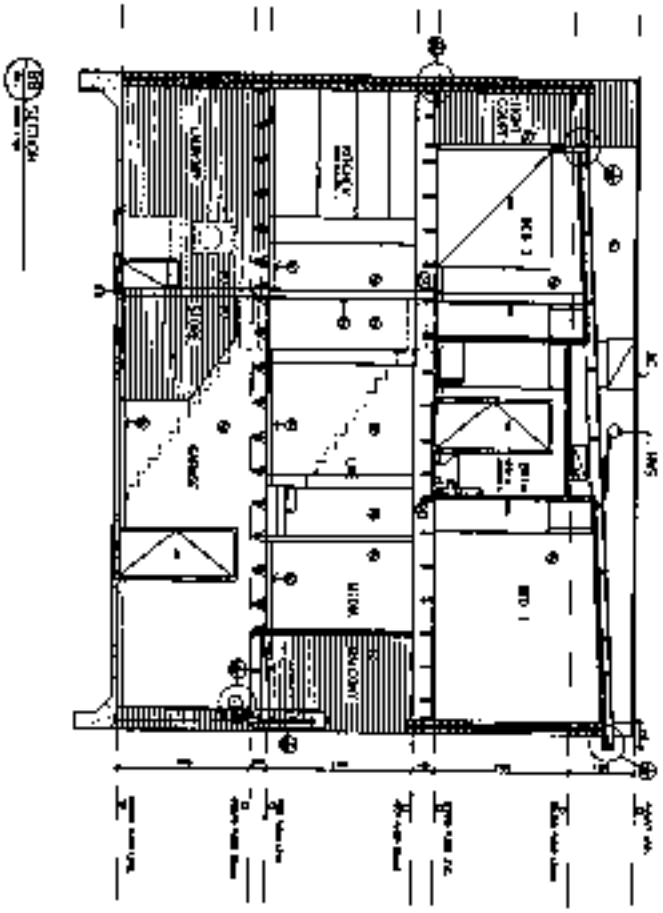

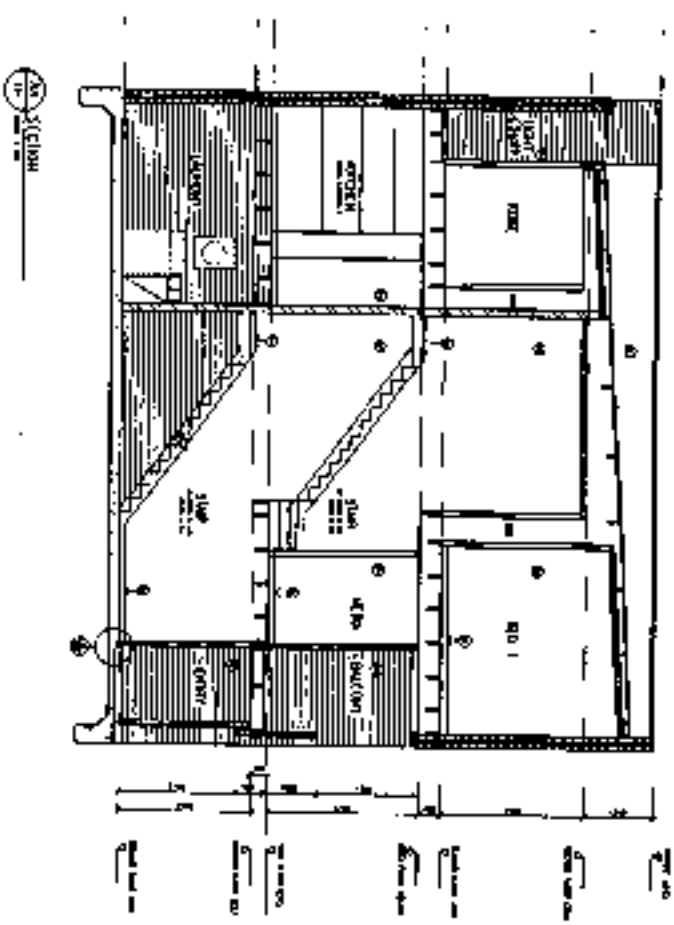

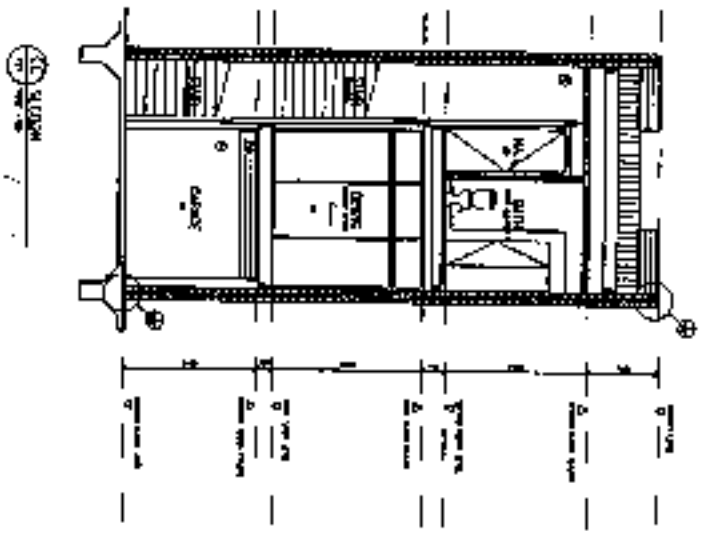

FOR INFORMATION ONLY

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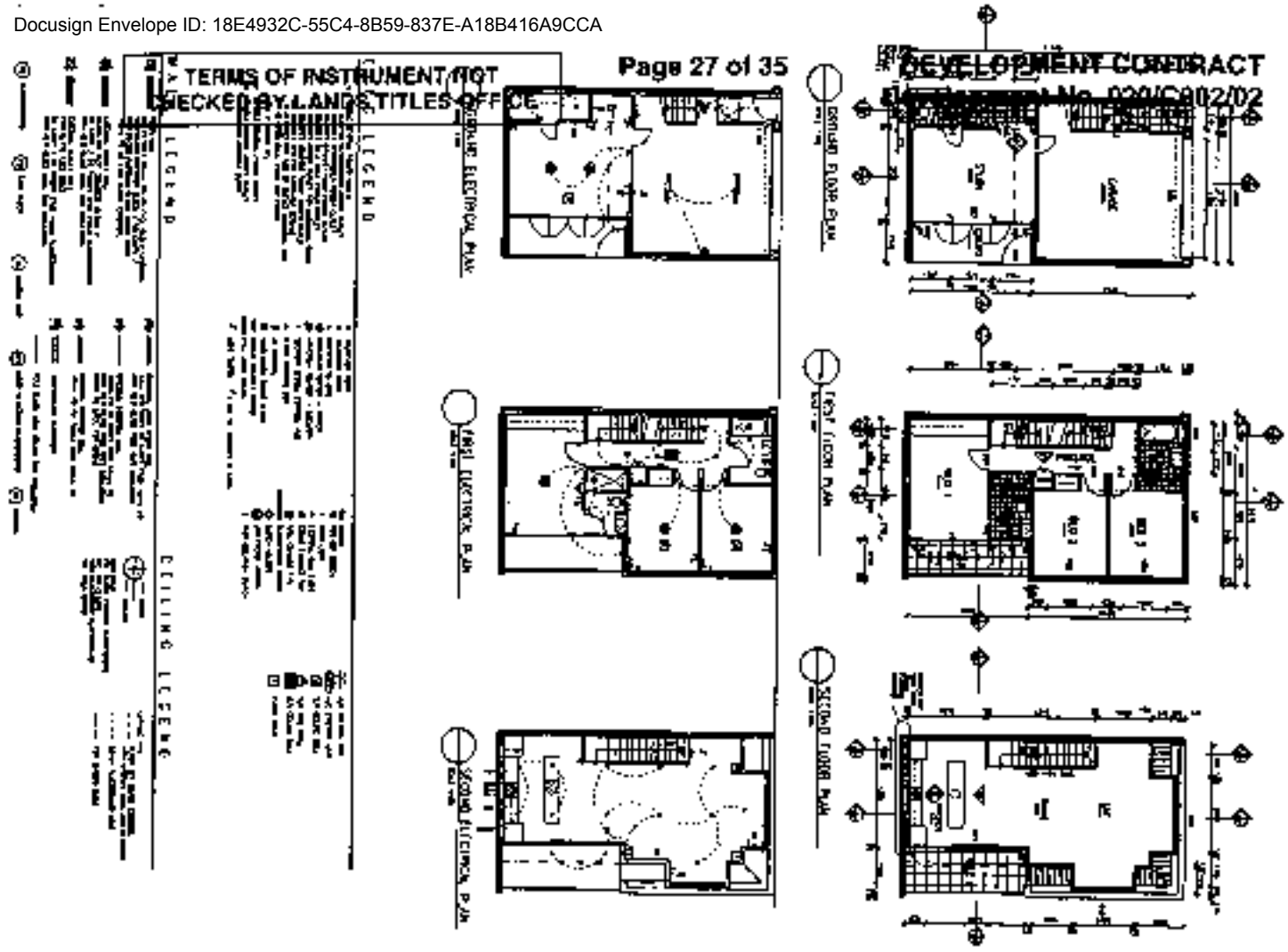
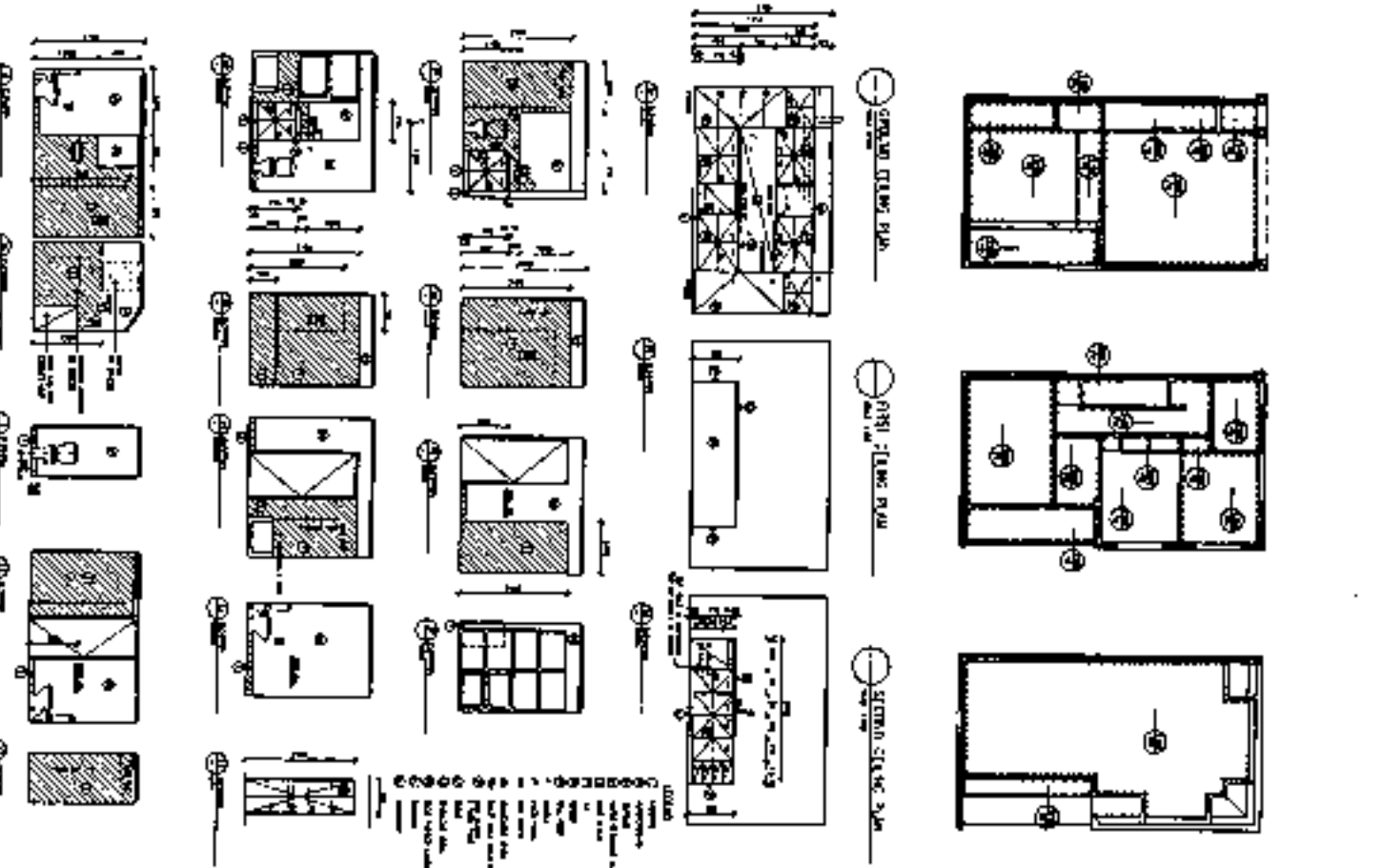
DEVELOPMENT CONTRACT





FOR INFORMATION ONLY

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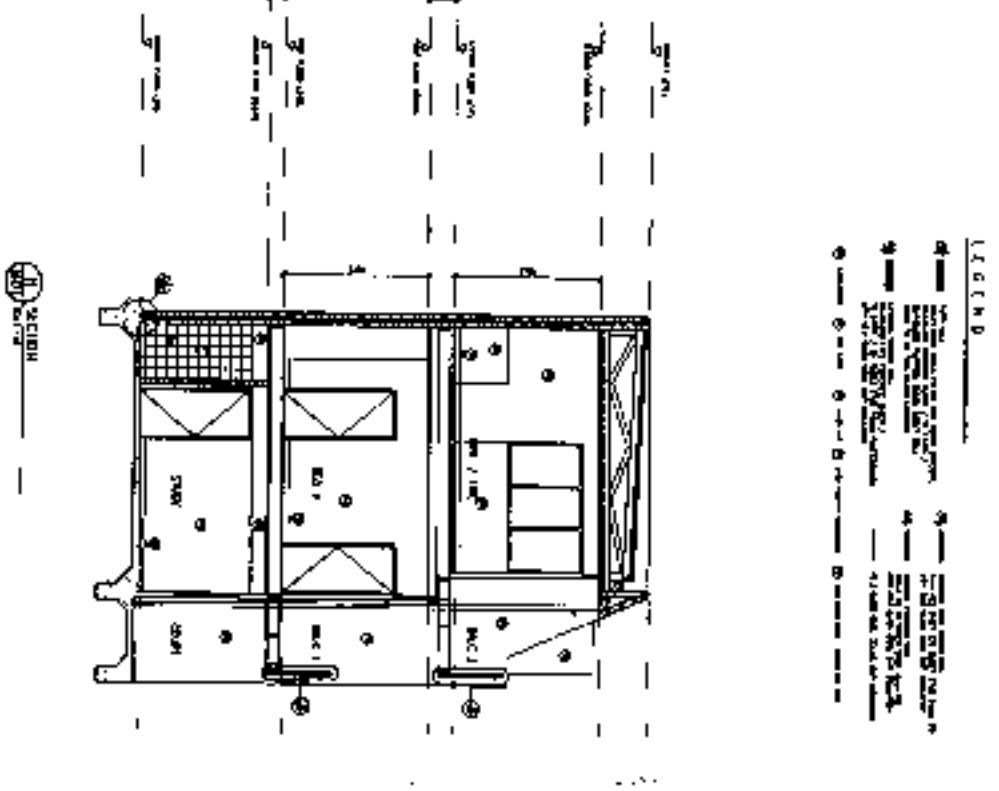

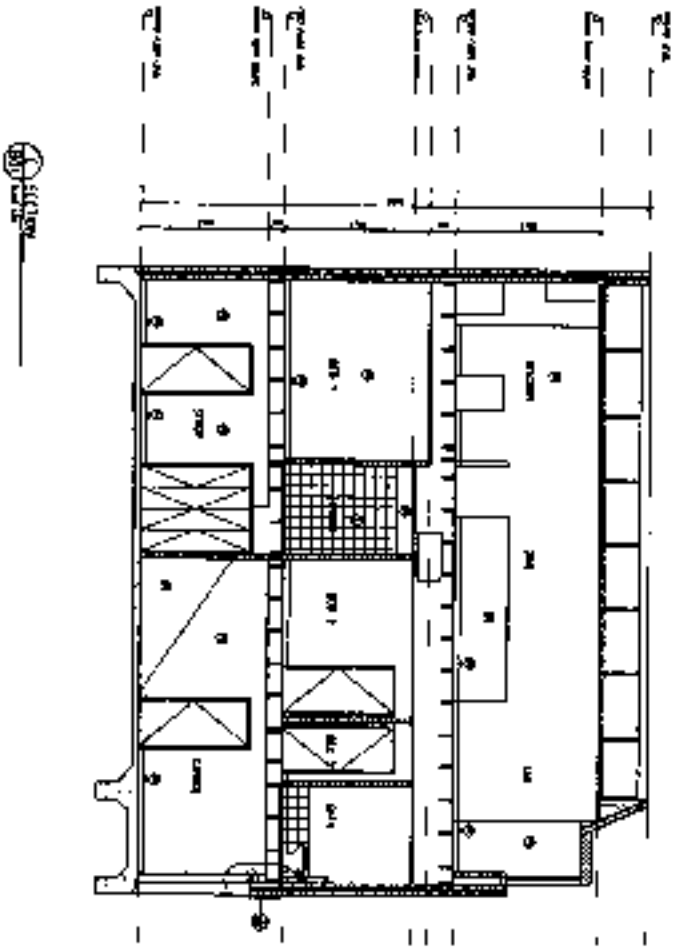

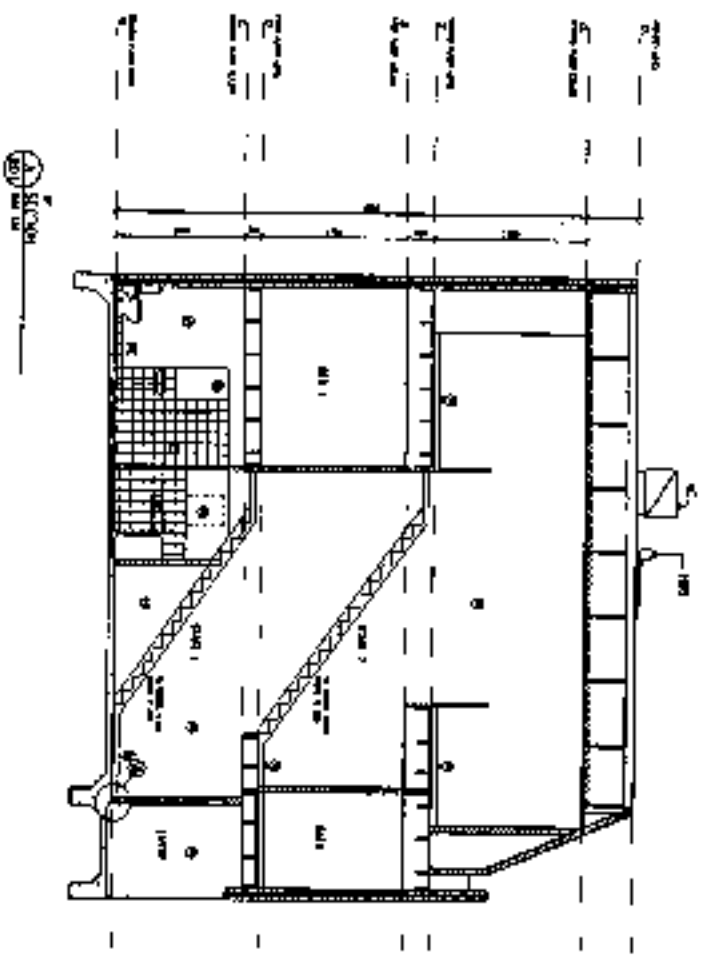

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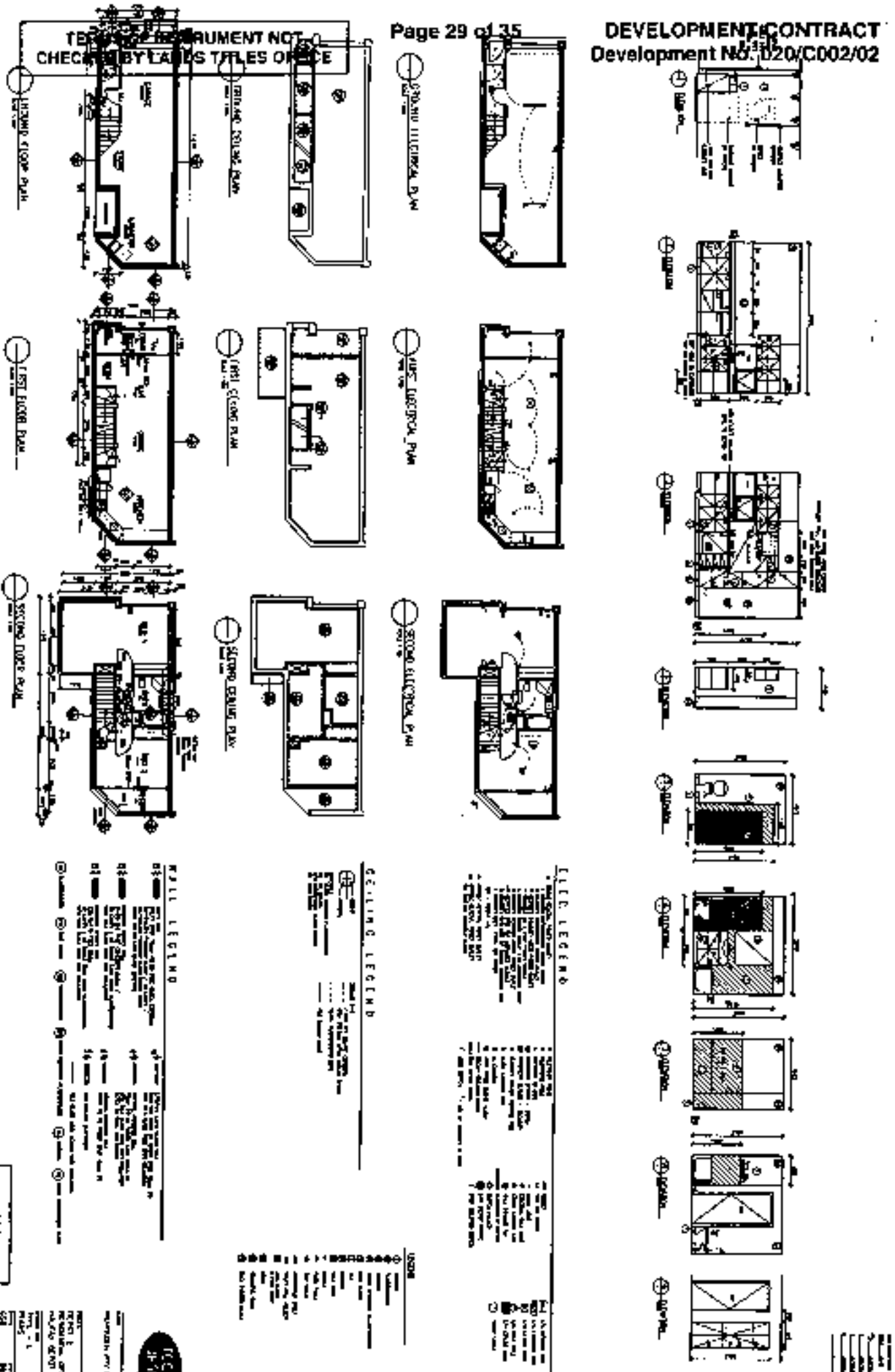
DEVELOPMENT CONTRACT
Development No. [illegible]020/C002/02



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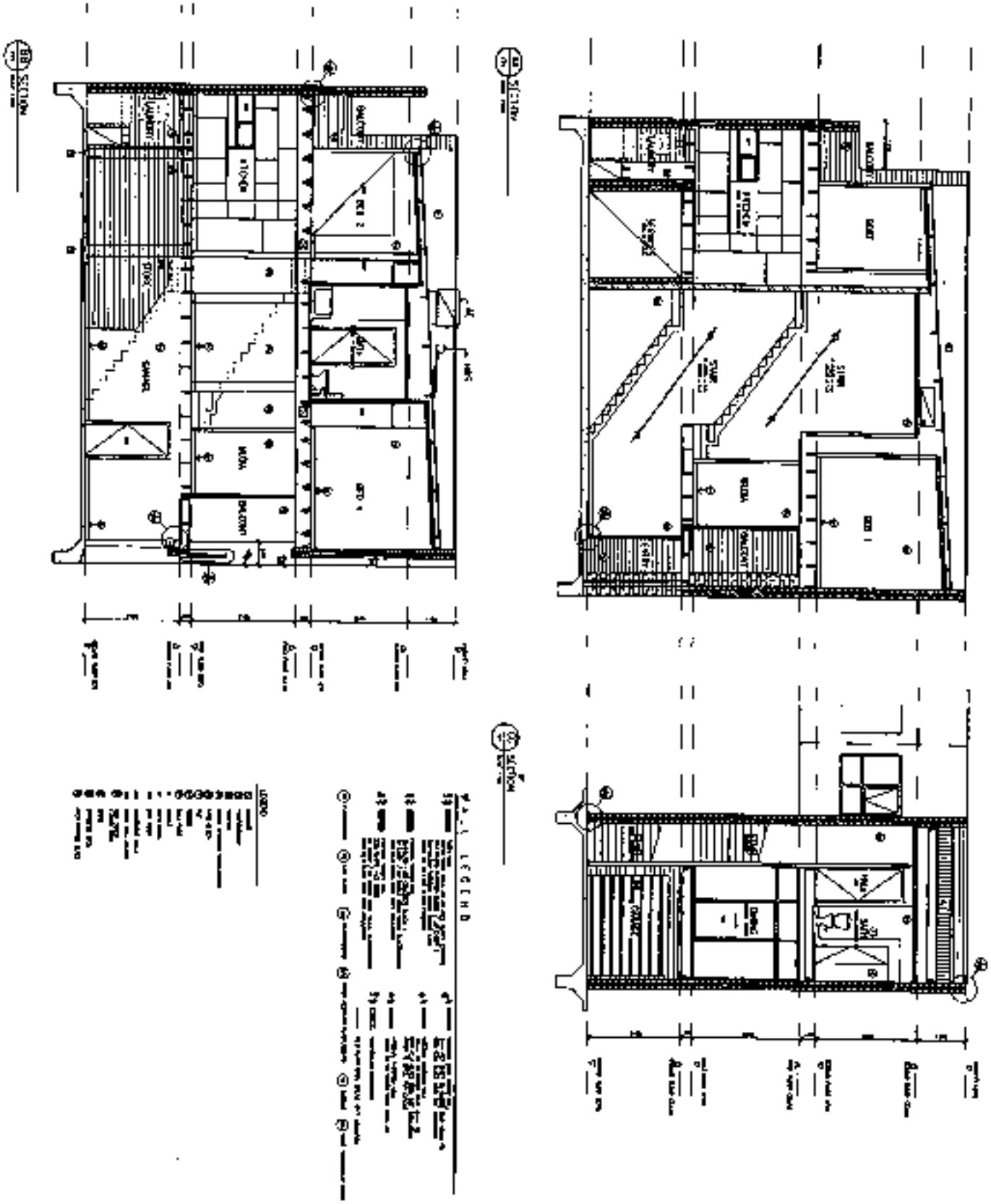

FOR REVIEW ONLY

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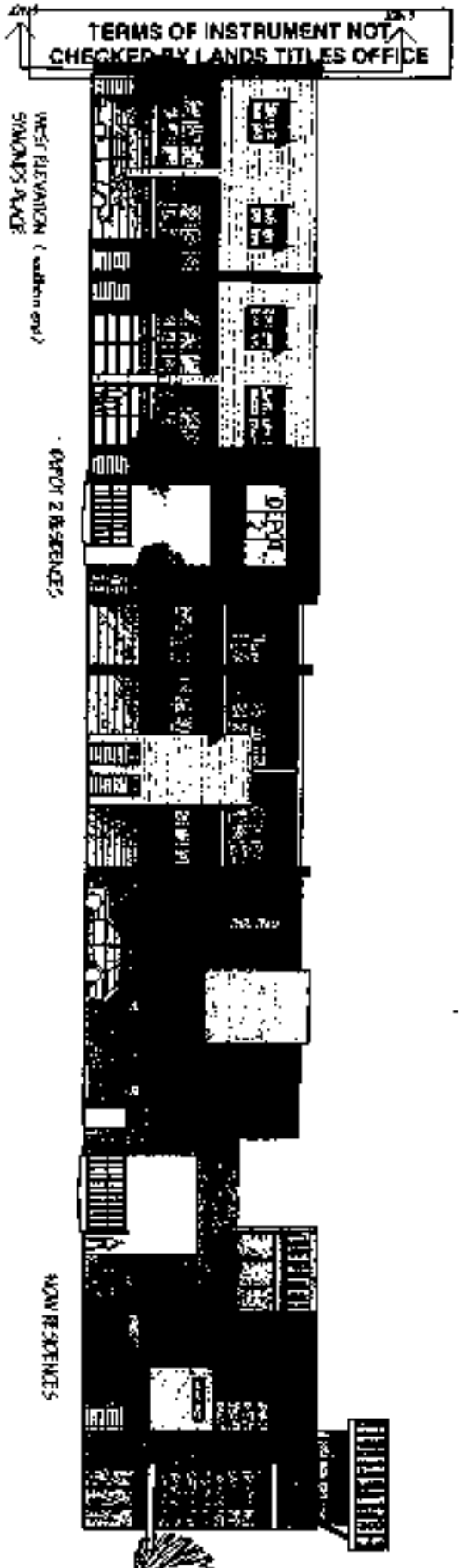
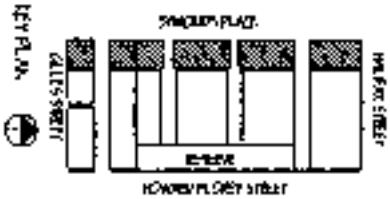
DEVELOPMENT CONTRACT
Development No. 020/C002/02





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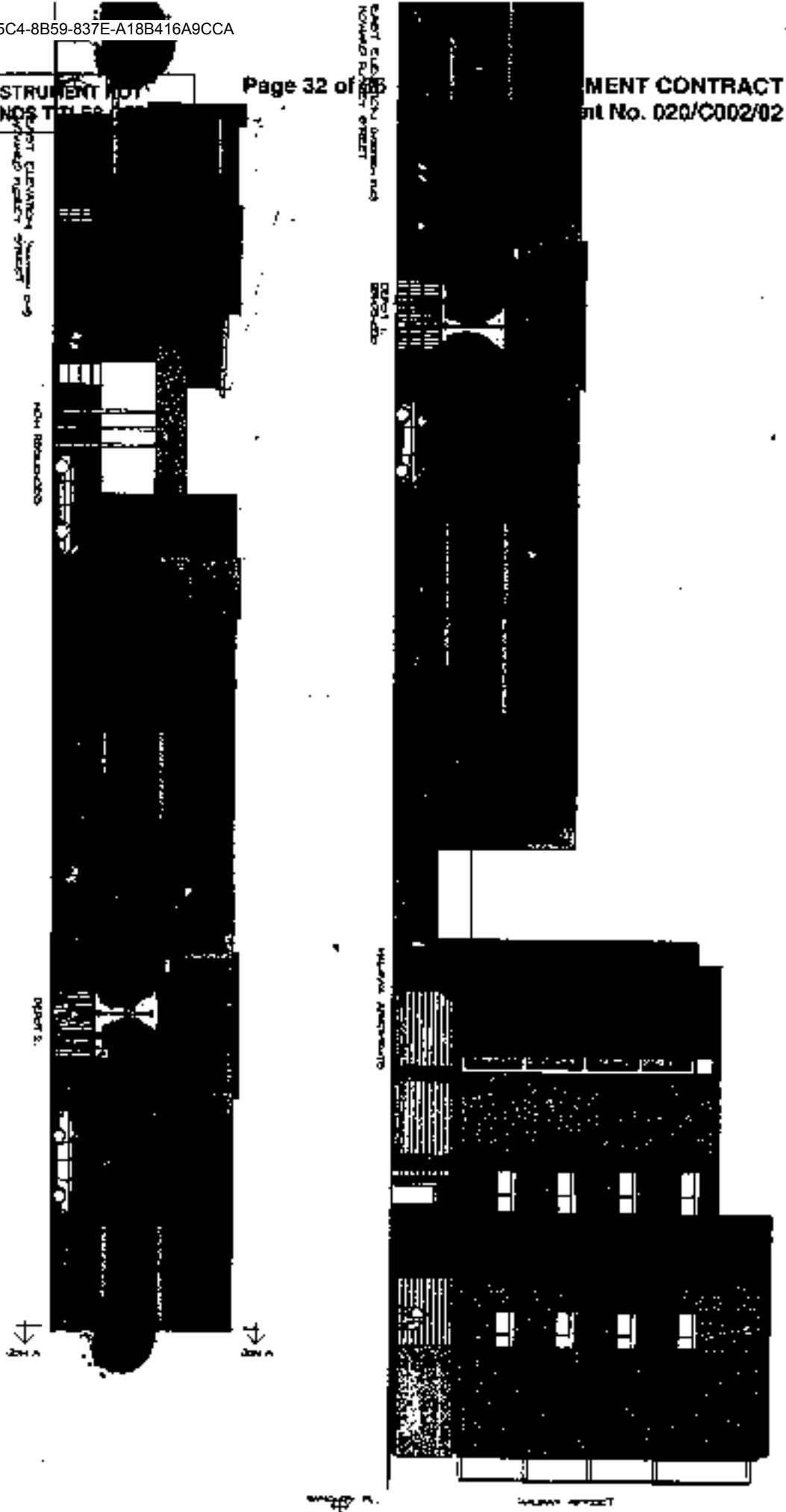
MENT CONTRACT
nt No. 020/C002/02





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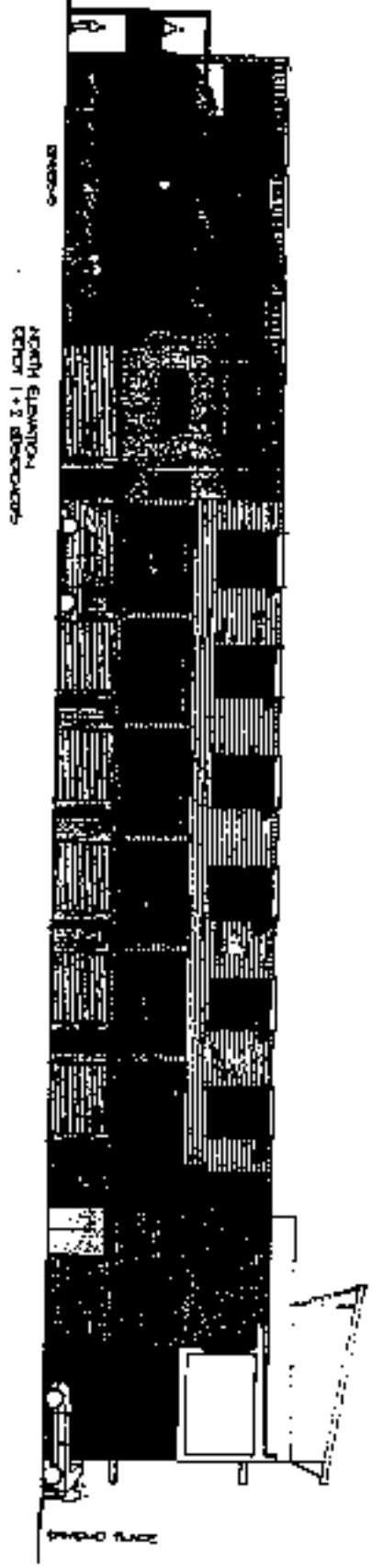

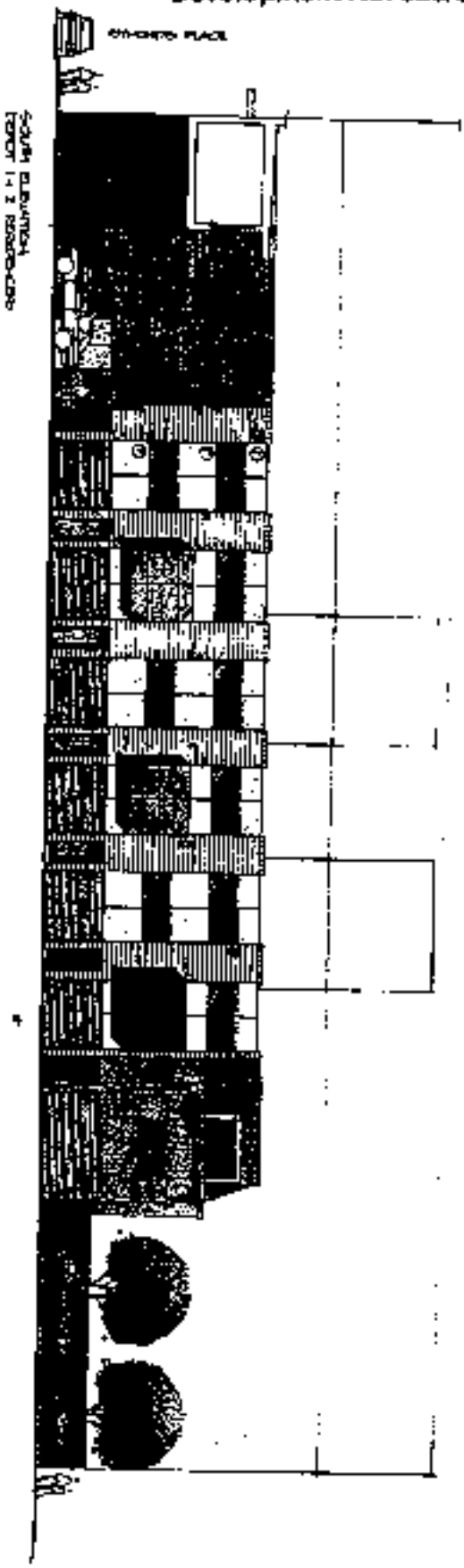



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TERMS OF INSTRUMENT NOT
CHECKED BY LANDS TITLES OFFICE

ANNEXURE C

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

OFFICIAL

STATE PLANNING COMMISSION

Contact	*Planning Services*
Email	*Dhud.planningservices@sa.gov.au*
Phone:	*7133 3030*

Level 10
83 Pirie Street
Adelaide SA 5000

GPO Box 1815
Adelaide SA 5001

1800 752 664
saplanningcommission@sa.gov.au

16 October 2026

Searchlight Technology
L2, 49 Gawler Place
ADELAIDE SA 5000

Dear Sir/Madam

Re: ***Land and Business (Sale and Conveyancing) Act 1994*** **- Section 7 Enquiry**
Property at 9 Veale Lane, Adelaide
Registered Proprietor(s): C Sharman and another

I refer to your enquiry to the Department for Housing and Urban Development (DHUD) concerning the parcel of land comprised in Certificate of Title Volume 5882 Folio 123 and the subsequent Property Interest Report (PIR) issued. (Reference No. 2825832 dated 12/10/26).

The land is the subject of applications for development which were granted approval, subject to certain conditions by the Development Assessment Commission pursuant to the *Development Act 1993 (repealed)*. Copies of the Planning Decision Notifications are attached (refer item 5.1 of PIR).

There is no record of any condition that continues to apply under either of the repealed Acts referred to in item 6.1 of the PIR.

There is also no record of any condition that continues to apply under the *Planning, Development and Infrastructure Act 2016* (refer item 29.2 of the PIR).

Yours faithfully

Planning Services Unit
on behalf of
STATE PLANNING COMMISSION

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

1.

South Australia - Regulation under the Development Act, 1993 Regulation 42

DECISION NOTIFICATION FORM

Development Number
020/0013/99
DA/054/99

FOR DEVELOPMENT APPLICATION

DATED : 8 July 1999
REGISTERED ON : 14 July 1999

TO: PENTROTH PTY LTD
67 ARCHER STREET
NORTH ADELAIDE SA 5006

LOCATION OF PROPOSED DEVELOPMENT:

Street : Halifax Street, Hallett Street, Giles Street, Symonds Place City : Adelaide

Section No. : 562-565, 602-605 Hundred : Adelaide See attachment for Certificates of Title

NATURE OF PROPOSED DEVELOPMENT
240 DWELLINGS INCLUDING 257 ON-SITE CAR PARKING (INCLUDING UNDERCROFT PARKING FOR 136 CARS), LANDSCAPED STREETS AND PUBLIC AREAS

From : DEVELOPMENT ASSESSMENT COMMISSION

In respect of this proposed development you are informed that :

NATURE OF DECISION	CONSENT GRANTED	NO. OF CONDITIONS	CONSENT REFUSED	NOT APPLICABLE
Provisional Development Plan Consent	GRANTED	TWELVE		
Land Division				N/A
Land Division (Strata)				N/A
Provisional Building Rules Consent	STILL REQUIRED			
Public Space				N/A
Other				N/A
DEVELOPMENT APPROVAL	STILL REQUIRED			

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.

Date of Decision: 24 February 00 [ ] Delegate of the Development Assessment Commission

Signed: [3] Sheets Attached

Date: 3/2/00

323-0013-PENTROTH DJ058

See variations to this approval V1 dated 6.11.01
V2 dated 6.11.01
Variation dated 9.5.02

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

2.

DEVELOPMENT No: 020/0013/98

CERTIFICATES OF TITLES

VOLUME	FOLIO
4383	693
5451	801, 490
4177	860
5404	919
4389	925
2937	91
5521	567
4383	694, 691, 692
2425	17
3635	65
3756	41, 42
2594	63, 64
4394	950, 617
1165	71
1102	167
535	119
3928	33
1486	92
3496	139
650	100
5551	722

2/3/00

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

44 47

Development Assessment Commission

DEVELOPMENT APPLICATION NO. 020/0013/99

240 DWELLINGS INCLUDING 267 ON SITE CAR PARKING (INCLUDING UNDERCROFT PARKING FOR 136 CARS), LANDSCAPED STREETS AND PUBLIC AREAS : HALIFAX STREET, ADELAIDE

CONDITIONS OF CONSENT :

1. Except where minor amendments may be required by other relevant Acts and/or Legislation or by conditions imposed herein, all development is to be established in strict accordance with the details and plans (as amended) submitted with the development application dated 8 July 1999, and more specifically plans nos. as follows :

   - Landscape Plan No. 115/DA/L01/4
   - Basement Plan No. 115/DA/01/R
   - Ground Floor Plan No. 115/DA/02/R
   - First Floor Plan No. 115/DA/03/R
   - Second Floor Plan No. 115/DA/04/R
   - Third Floor Plan No. 115/DA/05/R
   - Fourth Floor Plan No. 115/DA/06/R
   - Ground Floor Plan No. 115/DA/07/R(A)
   - Ground Floor Plan No. 115/DA/08/R(A)
   - Ground Floor Plan No. 115/DA/09/R
   - Ground Floor Plan No. 115/DA/10/R
   - First Floor Plan No. 115/DA/11/R(A)
   - First Floor Plan No. 115/DA/12/R(A)
   - First Floor Plan No. 115/DA/13/R
   - First Floor Plan No. 115/DA/14/R
   - Second Floor Plan No. 115/DA/15/R
   - Elevations No. 115/DA/16/R
   - Elevations No. 115/DA/17/R
   - Elevations No. 115/DA/18/R
   - Elevations No. 115/DA/19/R

   MACHA Residential Units

   - Location Plan No. 1063/SK01, B dated July 1999
   - Ground Floor Plan No. 1063/SK02, B dated July 1999
   - First and Second Floor Plans No. 1063/SK03, B dated July 1999
   - Roof Plan No. 1063/SK04, B dated July 1999
   - Halifax Street Elevation 1063/SK05, B dated July 1999
   - West Elevation 1063/SK06, B dated July 1999
   - Section AA 1063/SK07, B dated July 1999

2. All storm water from car parking areas, driveways and hard paved areas, must be diverted into a storm water treatment system capable of removing litter, sediment and oil products

condition 2 deleted
see variation to approval (dated 9/5/00)

31/3/00

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

3 The proposed landscaping shall be established on the site in accordance with the approved plans and shall be maintained and nurtured at all times with any diseased or dying plants replaced.

4. The proposed car parking layout and access points are to conform with Australian Standards (2890.1 – 1993) and all sealed and paved areas, including line marking, are to be in accordance with accepted engineering standards.

5. Flood lighting, street lighting and security lighting shall be directed and shaded in such a manner as to not cause any light overspill nuisance to adjacent properties or distraction to drivers on public roads.

6. Provision should be made for the parking and storage of bicycles within basement car parks and adjacent to the public open spaces.

7. All drainage, finished floor levels and public works associated with the development approved herein shall be carried out in accordance with accepted engineering standards.

8. The site and the development contained herein shall be maintained in a serviceable condition and operated in an orderly and tidy manner at all times.

9. All stages of development and works associated thereto shall be completed to the reasonable satisfaction of the Commission

10. The development shall be substantially commenced within 12 months of the date of this notification and be completed within 7 years of the date of this notification

11. A detailed landscaping plan which shows the types of species proposed and layout for the two public reserves shall be provided to the City of Adelaide prior to the development of the reserves.

12. The detailing of the eastern façade of the Newland Terraces shall be modified to incorporate the predominant architectural characteristics of the adjacent Hallett Street development and in particular built form, scale, and external finishes

REASON FOR DECISION :

- The proposed development is consistent with the Development Plan and to ensure a high standard of amenity is maintained.

NOTES FOR APPLICANT :

- The applicant is advised to have regard to comments in (b) in the letter from the Corporation of the City of Adelaide dated 27 January 2000, reference DAC Comments – DA/541/1999, Pentroth Pty Ltd (attached).

- The development must be substantially commenced within 12 months of the date of this Notification, unless this period has been extended by the Development Assessment Commission.

- You are also advised that any act or work authorised or required by this Notification must be completed within 3 years of the date of the Notification unless this period is extended by the Commission.

- You will require a fresh consent before commencing or continuing the development if you are unable to satisfy these requirements.

2/3/00

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

- You have a right of appeal against the conditions which have been imposed on this Provisional Development Plan Consent or Development Approval.
- Such an appeal must be lodged at the Environment, Resources and Development Court within two months of the day on which you receive this notice or such longer time as the Court may allow.
- Please contact the Court if you wish to appeal. The Court is located in the Sir Samuel Way Building, Victoria Square, Adelaide, (telephone number 8204 0300).

Gloria Holland-Booker
SECRETARY
DEVELOPMENT ASSESSMENT COMMISSION
[illegible]

3B/cm

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South Australia - Regulation under the Development Act, 1993 Regulation 42

DECISION NOTIFICATION FORM

Development Number
020/0013/99
DA/1541/99

FOR DEVELOPMENT APPLICATION

DATED 9.7.99
REGISTERED ON 5.4.2000

TO PENTROPHTY LTD
67 ARCHER STREET
NORTH ADELAIDE SA 5006

LOCATION OF PROPOSED DEVELOPMENT:

Street : Halifax Street, Hallett Street, Gilles Street, Symonds Place Suburb : Adelaide

Section No. : 562-565, 602-605 Hundred : Adelaide Volume : See previous consent for CTs

NATURE OF PROPOSED DEVELOPMENT
VARIATION TO PROVISIONAL DEVELOPMENT PLAN CONSENT ISSUED 24 FEBRUARY 2000 FOR 240 DWELLINGS DELETION OF CONDITION 2

From DEVELOPMENT ASSESSMENT COMMISSION

In respect of this proposed development you are informed that:

NATURE OF DECISION	CONSENT GRANTED	NO. OF CONDITIONS	CONSENT REFUSED	NOT APPLICABLE
Provisional Development Plan Consent	GRANTED	ONE		
Land Division				N/A
Land Division (Strata)				N/A
Provisional Building Rules Consent	STILL REQUIRED			
Public Space				N/A
Other				N/A
DEVELOPMENT APPROVAL	STILL REQUIRED			

CONDITION OF CONSENT :

1. Condition 2 of the Provisional Development Plan Consent issued on 24 February 2000 is deleted.

REASON FOR DECISION :

- The removal of litter, sediment and oil products can be appropriately managed off site.

NOTE :

- Conditions of Provisional Development Plan Consent, including notes for Development Application No. 020/0013/99 dated 24 February 2000 apply, except for the variation specified above.

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.

Date of Decision: 9/5/00 [ ] Delegate of the Development Assessment Commission

Signed: [ ] Sheet Attached

Date: 9/5/00

020-0013 PENTROPHTY APRIL 2000.doc

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

South Australia - Regulation under the Development Act, 1993 Regulation 42

DECISION NOTIFICATION FORM

Development Number
020/0013/99 V.1
(Council DA/541/1999/1)

FOR DEVELOPMENT APPLICATION

DATED : 17/7/01
RECEIVED ON : 02/08/01

TO: PENROTH PTY LTD
67 ARCHER STREET
NORTH ADELAIDE SA 5006

LOCATION OF PROPOSED DEVELOPMENT:

Lot No : 1-18 Street : Sir Edward Stirling Place/Howard Florey Street/Catherine Helen Spence Street/Gilles Street

Suburb : Adelaide

Pt Section No. : 562-565, 602-605 Hundred : Adelaide Volume/Folio : See attachment for Certificates of Title

NATURE OF PROPOSED DEVELOPMENT

Increase in number of dwellings (2 storey) (Gilles Terraces) from 10 to 18 including ground level parking for 36 vehicles. Variation to consent issued on 24 February 2000

From DEVELOPMENT ASSESSMENT COMMISSION

In respect of this proposed development you are informed that:

NATURE OF DECISION	CONSENT GRANTED	NO. OF CONDITIONS	CONSENT REFUSED	NOT APPLICABLE
Provisional Development Plan Consent	GRANTED	8		
Land Division				N/A
Land Division (Strata)				N/A
Provisional Building Rules Consent	STILL REQUIRED			
Public Space				N/A
Other				N/A
DEVELOPMENT APPROVAL	STILL REQUIRED			

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.

Date of Decision: 6/11/01 [ ] Delegate of the Development Assessment Commission

Signed: [ ] Sheets Attached

Date: 6/11/01

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

DEVELOPMENT APPLICATION NO 020/0013/99 (DA/541/1999J)

INCREASE IN THE NUMBER OF DWELLINGS FROM 10 TO 18 (GILLES TERRACES) INCLUDING GROUND LEVEL PARKING FOR 36 VEHICLES, GILLES STREET, ADELAIDE

PENTROTH PTY LTD

VARIATION TO CONSENT ISSUED ON 24 FEBRUARY, 2000

CONDITIONS OF CONSENT

1. Except where minor amendments may be required by other relevant Acts and/or legislation, or by conditions imposed herein, all development is to be established in strict accordance with the details and plans submitted with the development application dated 17 July, 2001, and more specifically the plans as follows:

   - Site Plan/Ground Floor – Drwg No. P02, Rev. 0. Dated July 2001
   - Site Plan/First Floor – Drwg No. P03. Rev. 0. Dated July 2001
   - Site Plan/Second Floor – Drwg No. P04 – Rev. 0. Dated July 2001
   - Site Elevations – Drwg No. P05. Rev. 0. Dated July 2001
   - Site Elevations/Section – Drwg No P06. Rev. 0. Dated July 2001
   - Residence Type Plans – Drwg No P07 Rev. 0. Dated June 2001

2. In reference to street trees adjacent the proposed development, the following issues shall be addressed:-

   - Site works shall be effected in such a manner so as not to damage the existing street tree/s.
   - The sewerage serving the development shall be laid out and designed in such a manner which ensures retention of the existing street tree/s notwithstanding the requirements of the Regulations under the Sewerage Act, 1929.
   - The street tree/s shall not be removed. Any pruning of the tree/s, necessary to maintain the clearance between the tree/s and the structure, shall only be carried out by the Corporation. Furthermore, the Corporation is not liable for any damage to the structure arising from the growth of the tree/s or by the shedding of bark, leaves, fruit etc.
   - A minimum clearance of 1 metre shall be maintained between the proposed crossing place and the existing street tree.

3. In relation to stormwater, the following issues shall be addressed:-

   - The applicant shall ensure that stormwater runoff from each allotment is contained within the allotment boundaries, collected, and discharged to the Catherine Helen Spence Street and Howard Florey Street road reserves.
   - Collected drainage water from any landscaped areas, planter boxes, seepage collection systems, water features, swimming features, swimming pools and air conditioning units shall be discharged to sewer.

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

- With respect to any proposed stormwater discharge from any allotment to the proposed common property, the applicant shall ensure that there are no objections from the owners of any other properties with rights over the proposed common property. The applicant shall be prepared to create an easement within the proposed common property for the purpose of stormwater drainage, if required as a result of any proposed stormwater discharge from any allotment to the proposed common property.
- With respect to any proposed stormwater discharge from the property to the private roadway off Catherine Helen Spence Street, the applicant shall ensure that there are no objections from the owners of any other properties with rights over the private roadway off Catherine Helen Spence Street.

4. The connection of stormwater to any part of the Corporation's underground drainage system shall be in accordance with the "Stormwater Requirements" guidelines.

5. The proposed balconies that encroach over Catherine Helen Spence Street shall provide a minimum vertical clearance of 3.0 metres and a minimum horizontal clearance of 600mm to the face of kerb.

6. The existing footpath levels shall be retained and entrance levels of the development shall meet the existing back of footpath. The Corporation of the City of Adelaide will not adjust footpath levels to suit finished building levels.

7. Details of any air-conditioning or air extraction plant or ducting in association with this development to be placed on the exterior of the building shall be undertaken in consultation with the City of Adelaide.

NOTE:

Conditions of Provisional Development Plan Consent including Notes, for Development Application No 020/0013/99 (DA/541/1999) dated 24 February, 2000, apply except for the variation specified above.

NOTES FOR APPLICANT

- Any street numbering which may have been indicated on this application has neither been approved nor denied. The correct street addressing for this development can be confirmed by contacting the Rates and Valuation Section City of Adelaide on 8203 7420 or 8203 7425.

- Development Approval will not be granted until a Provisional Building Rules Consent has been obtained. A separate application must be submitted for such a consent. No building work or change of classification is permitted until the Development Approval has been obtained.

- Information from the Lands Titles Office has revealed that the subject land is contained in Certificate of Title Volume 5812, Folio 63. The said Certificate of Title is subject to an easement for drainage purposes and unrestricted right of way over the 6.05 metre wide land that abuts its northern boundary. This land on the plans provided has been named

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

Sir Edward Stirling Place. It appears from the information provided that the overall development exceeds the Title boundary when allowance has been made for the indented northern boundary. This change will need to be reflected in any future Community Title application.

- It is recommended that as the applicant is undertaking work on or near the boundary, the applicant should ensure that the boundaries are clearly defined, by a Licensed Surveyor, prior to the commencement of any building work.

- The applicant must ensure there is no objection from any of the public utilities in respect of underground or overhead services and any alterations, which may be required, are to be at the applicant's expense.

- A Building Site Management Plan is required prior to or at the time of application for Development Approval. The Building Site Management Plan should include details of such items as:

  - Work in the Public Realm
  - Street Occupation
  - Hoarding
  - Site Amenities
  - Traffic Requirements
  - Servicing Site
  - Adjoining Buildings
  - Reinstatement of Infrastructure

Please contact the Principal Building Officer City of Adelaide on telephone 8203 7259, for further clarification or additional information.

Failure to provide a building site management plan to Council may delay development approval.

- The development must be substantially commenced within 12 months of the date of this Notification, unless this period has been extended by the Development Assessment Commission.

- You are also advised that any act or work authorised or required by this Notification must be completed within 3 years of the date of the Notification unless this period is extended by the Commission.

- You will require a fresh consent before commencing or continuing the development if you are unable to satisfy these requirements.

- You have a right of appeal against the conditions which have been imposed on this Provisional Development Plan Consent or Development Approval.

- Such an appeal must be lodged at the Environment, Resources and Development Court within two months of the day on which you receive this notice or such longer time as the Court may allow.

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

- Please contact the Court if you wish to appeal. The Court is located in the Sir Samuel Way Building, Victoria Square, Adelaide, (telephone number 8204 0300).



Roger Freeman
PRINCIPAL PLANNER, DEVELOPMENT ASSESSMENT BRANCH
As delegate of the
DEVELOPMENT ASSESSMENT COMMISSION

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

South Australia - Regulation under the Development Act, 1993 Regulation 42

DECISION NOTIFICATION FORM

Development Number
020/0013/99 V.2
(Council DA/541/1999 I)

FOR DEVELOPMENT APPLICATION

DATED : 19/6/01
REGISTERED ON : 24/8/01

TO: PENTROTH PTY LTD
67 ARCHER STREET
NORTH ADELAIDE SA 5006

LOCATION OF PROPOSED DEVELOPMENT:

No 20-32 Lot No : 14

Street : Sir Charles Todd Place/Howard Florey Street, Sir Edward Stirling Place/Catherine Helen Spence Street

Suburb : Adelaide PI Section No. : 562-565, 602-605 Hundred . Adelaide

Volume/Folio . See attachment for Certificates of Title

NATURE OF PROPOSED DEVELOPMENT
Increase in number of dwellings (2 storey) (Spence Terraces) from 18 to 26 including ground level parking for 52 vehicles – Variation to Consent issued on 24 February 2000.

From : DEVELOPMENT ASSESSMENT COMMISSION

In respect of this proposed development you are informed that:

NATURE OF DECISION	CONSENT GRANTED	NO. OF CONDITIONS	CONSENT REFUSED	NOT APPLICABLE
Provisional Development Plan Consent	GRANTED	7		
Land Division				N/A
Land Division [Strata]				N/A
Provisional Building Rules Consent	STILL REQUIRED			
Public Space				N/A
Other				N/A
DEVELOPMENT APPROVAL	STILL REQUIRED			

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.

Date of Decision: 6/11/01 [✓] Delegate of the Development Assessment Commission

Signed: [ ] Sheets Attached

Date: 6/11/01

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

DEVELOPMENT APPLICATION NO 020/0013/99 (DA/541/1999I)
INCREASE IN THE NUMBER OF DWELLINGS FROM 18 TO 26 (SPENCE TERRACES) INCLUDING GROUND LEVEL PARKING FOR 52 VEHICLES, HOWARD FLOREY STREET, ADELAIDE
PENTROTH PTY LTD
VARIATION TO CONSENT ISSUED ON 24 FEBRUARY 2000

CONDITIONS OF CONSENT

1. Except where minor amendments may be required by other relevant Acts and/or legislation, or by conditions imposed herein, all development is to be established in strict accordance with the details and plans submitted with the development application dated 19 June, 2001 and more specifically the plans as follows:

   - Site Plan - Ground Floor DRG. No. P02, REV.0. dated June 2001.
   - Site Plan -- First Floor – DRG. No. P03, REV.0. dated June 2001
   - Site Plan - Second Floor – DRG. No. P04, REV.0. dated June 2001
   - Site Elevations DRG. No. P05, REV.0. dated June 2001
   - Site Elevations & Section, DRG. No. P06 REV.0 dated June 2001
   - Residence type plans DRG. No. P07 REV.0 dated June 2001.

2. The proposed garden areas and associated fencing on Sir Edward Stirling Place shall be removed and a continuous footpath from Catherine Helen Spence Street to Howard Florey Street established.

3. In reference to street trees adjacent the proposed development, the following issues shall be addressed:

   - Site works shall be effected in such a manner so as not to damage the existing street tree/s.

   - The sewerage serving the development shall be laid out and designed in such a manner which ensures retention of the existing street tree/s notwithstanding the requirements of the Regulations under the Sewerage Act, 1929.

   - Any pruning of the tree/s, necessary to maintain the clearance between the tree/s and the structure, shall only be carried out by the Corporation. Furthermore, the Corporation is not liable for any damage to the structure arising from the growth of the tree/s or by the shedding of bark, leaves, fruit etc.

   - A minimum clearance of 1 metre shall be maintained between the proposed crossing place and the existing street tree.

   In relation to stormwater, the following issues shall be addressed:

   - The applicant shall ensure that stormwater runoff from each allotment is contained within the allotment boundaries, collected, and discharged to the Catherine Helen Spence Street and Howard Florey Street road reserves.

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

- Collected drainage water from any landscaped areas, planter boxes, seepage collection systems, water features, swimming pools and air conditioning units shall be discharged to sewer.

- With respect to any proposed stormwater discharge from the property to the existing right of way known as Sir Charles Todd Place, the applicant shall ensure that there are no objections from the owners of any other properties with rights over the existing right of way known as Sir Charles Todd Place. The applicant shall ensure that any proposed stormwater drainage structures to be located in the existing right of way known as Sir Charles Todd Place are contained in the existing stormwater easements registered on the property title.

- With respect to any proposed stormwater discharge from the property to the proposed rights of way known as Sir Edward Stirling Place, and Stirling Lane, the applicant shall ensure that there are no objections from the owners of any other properties with existing or future rights over the proposed rights of way known as Sir Edward Stirling Place and Stirling Lane.

- The applicant shall be prepared to create an easement for the purpose of stormwater drainage in the proposed rights of way known as Sir Edward Stirling Place and Stirling Lane as a result of any proposed stormwater disposal through the proposed rights of way known as Sir Edward Stirling Place and Stirling Lane.

4. The connection of stormwater to any part of the Corporation's underground drainage system shall be in accordance with the "Stormwater Requirements" guidelines.

5. The applicant shall supply, install and maintain lighting to the private roadways to the reasonable satisfaction of Council.

6. The existing footpath levels shall be retained and entrance levels of the development shall meet the existing back of footpath. The Corporation of the City of Adelaide will not adjust footpath levels to suit finished building levels.

7. Details of any air-conditioning or air extraction plant or ducting in association with this development to be placed on the exterior of the building shall be undertaken in consultation with the City of Adelaide.

NOTE:

Conditions of Provisional Development Plan Consent including Notes, for Development Application No 020/0013/99 (DA/541/1999) dated 24 February, 2000, apply, except for the variation specified above.

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

NOTES FOR APPLICANT

- In regard to Condition 2, landscaping to dwellings 20, 21, 22 and 23 encroaches over the right of way designated as Sir Edward Stirling Place. Sir Edward Stirling Place is subject to an unrestricted right of way. There is, as a result, no continuous footpath from Catherine Helen Spence Street and Howard Florey Street to service the entrances on this street. Amended plans are required which remove the proposed gardening areas and associated fences and which provide for a continuous footpath. This matter should be further discussed with the Principal Building Officer, City of Adelaide.

- Any street numbering which may have been indicated on this application has neither been approved nor denied. The correct street addressing for this development can be confirmed by contacting the Rates and Valuation Section on 8203 7420 or 8203 7425.

- Development Approval will not be granted until a Provisional Building Rules Consent has been obtained. A separate application must be submitted for such a consent. No building work or change of classification is permitted until the Development Approval has been obtained.

- Information from the Lands Titles Office has revealed that the subject land is contained in Certificate of Title Volume 5850 Folio 136. The said Certificate of Title is subject to an easement for drainage and electricity supply purposes and free and unrestricted right of way over the land designated as Sir Edward Stirling Place within its southern boundary. It is also together with a free and unrestricted right of way and an easement for drainage purposes over the land designated as Sir Charles Todd Place that abuts its northern boundary.

- It is recommended that as the applicant is undertaking work on or near the boundary, the applicant should ensure that the boundaries are clearly defined, by a Licensed Surveyor, prior to the commencement of any building work.

- The applicant must ensure there is no objection from any of the public utilities in respect of underground or overhead services and any alterations, which may be required, are to be at the applicant's expense.

- A Building Site Management Plan is required prior to or at the time of application for Development Approval. The Building Site Management Plan should include details of such items as:-

    - Work in the Public Realm
    - Street Occupation
    - Hoarding
    - Site Amenities
    - Traffic Requirements
    - Servicing site
    - Adjoining buildings
    - Reinstatement of Infrastructure

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

South Australia - Regulation under the Development Act, 1993 Regulation 42

DECISION NOTIFICATION FORM

Development Number
020/0015/01
(DA/1053/2001)

FOR DEVELOPMENT APPLICATION

DATED : 12/12/01
REGISTERED ON : 27/12/01

TO: PENTROTH PTY LTD
C/o TECTVS DESIGN
25 CHESSER STREET
ADELAIDE SA 5000

LOCATION OF PROPOSED DEVELOPMENT:

Lot No : **Street :** Halifax, Gilles, Symonds Place **Suburb** : Adelaide

Section No. : Pt.T.A.562 **Hundred** : Adelaide **Volume** : 5852 5812 **Folio** : 230 64, 66 and 67

NATURE OF PROPOSED DEVELOPMENT
129 attached dwellings, Halifax Apartment Building, now residences, the Depot 1 and Depot 2 Residences and Halifax Apartment Residences (former Halifax Apartments, Symonds Apartments and Gilles Apartments) (Variation to consent Application No 020/0013/99 granted 24 February 2000)

From : **DEVELOPMENT ASSESSMENT COMMISSION**

In respect of this proposed development you are informed that:

NATURE OF DECISION	CONSENT GRANTED	NO. OF CONDITIONS	CONSENT REFUSED	NOT APPLICABLE
Provisional Development Plan Consent	GRANTED	9		
Land Division				N/A
Land Division [Strata]				N/A
Provisional Building Rules Consent	STILL REQUIRED			
Public Space				
Other				N/A
DEVELOPMENT APPROVAL	STILL REQUIRED			N/A

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.

Date of Decision 2 May 2002 [ ] **Delegate of the Development Assessment Commission**

Signed: [ ] **Sheets Attached**

Date: 2/5/02

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

DEVELOPMENT APPLICATION NO 020/0015/01
CONSTRUCTION OF 129 ATTACHED DWELLINGS
HALIFAX APARTMENT BUILDING, NOW RESIDENCES, THE DEPOT 1 AND DEPOT 2 RESIDENCES AND HALIFAX APARTMENT RESIDENCES (FORMER HALIFAX APARTMENTS, SYMONDS APARTMENTS AND GILLES APARTMENTS) – VARIATION TO CONSENT – APPLICATION NO 020/0013/99 GRANTED 24 FEBRUARY 2000

CONDITIONS

1. That where minor amendments may be required by other relevant Acts and/or legislation, or by conditions imposed herein, all development is to be carried out in accordance with the plans and details (as amended) contained in application No 020/0015/01 (DA/1053/2001) dated 12 December 2001.

2. That the following details shall be provided in accordance with the Australian Standard AS2890 Part 1 (off-street car parking):-

   - Bicycle parking, parking for people with disabilities, signs and internal lighting of the car park shall be provided.
   - Clear sight lines to pedestrians along Symonds Place footpath shall be provided in accordance with Section 3.2.4 of the Standard.
   - All line marking and traffic signs shall conform to the Standard and be consistent with those used for the street network.
   - Cautionary signs regarding low clearance to the structure over the access point shall be installed in accordance with the Standard.

3. That the "Now" residences lane, "Depot 1" residences lane and "Depot 2" residences lane shall be modified or other appropriate traffic devices such as mirrors installed to ensure adequate sight lines are provided.

4. That proposed balconies shall provide a minimum vertical clearance of 3.0 metres above the footpath and 700 mm horizontal clearance to the face of kerb.

5. That the existing footpath levels shall be retained and entrance levels of the development shall meet the existing back of the footpath.

6. That the levels along Howard Florey Street and Gilles Street shall be maintained and the levels along Symonds Place shall be in accordance with the new streetscape design prepared by the Adelaide City Council.

7. That the boundary levels between the development and the proposed reserve off Howard Florey Street shall be consistent.

8. That stormwater shall be managed in accordance with the following:

   - That the applicant shall ensure that stormwater run off from each community titled property is contained within the property boundaries collected and discharged to the Symonds Place, Gilles Street and Howard Florey Street road reserves.

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

- Collected drainage water from any landscaped areas, planter boxes and air conditioning units shall be discharged to sewer.

- Any proposed stormwater discharged from any allotment through any proposed common property/right of ways ("Depot 1" residences lane, "Depot 2" residences lane and "Now" residences lane) the applicant shall ensure that this complies with any other properties with rights over any proposed common property/right of ways. The applicant shall be prepared to create an easement for the purpose of stormwater drainage over any proposed common property/right of ways ("Depot 1" residences lane, "Depot 2" residences lane and "Now" residences lane) as a result of any proposed stormwater discharge from any allotment through any proposed common property/right of ways.

9. That in reference to the existing/proposed street trees adjacent the proposed development, the following issues shall be addressed:

   - Site works shall be affected in such a manner so as not to damage the existing street trees;

   - The sewerage serving the development shall be laid out and designed in such a manner which ensures retention of the existing street trees and takes into account the location of the proposed street trees, notwithstanding the requirements of the Regulations under the *Sewerage Act, 1929*.

   - The street trees shall not be removed.

   - A minimum clearance of 1 metre shall be maintained between the proposed crossing places and the existing/proposed street trees.

ADVISORY NOTES

- Conditions of Provisional Development Plan Consent including notes for applicant for development application 020/0013/99 (DA/0541/99) dated 24 February 2000, and including the variation dated 9 May 2000 and two variations both dated 6 November 2001 apply except for the variation specific above

- In respect to condition 9, the applicant is advised that any pruning of the existing/proposed trees, necessary to maintain the clearance between the trees and the development, shall only be carried out by the Adelaide City Council. Furthermore, the Council is not liable for any damage to the development arising from the growth of the trees or by shredding of bark, leaves, fruit etc.

- The applicant shall submit details of the proposed public art to the Adelaide City Council prior to or at the time of Provisional Building Rules Consent. The proposal will be subject to consideration by the Council's Public Arts Committee and contact should be made with Mr Don Chapman, Public Art Officer, on 8203 7195 in the first instance.

- Any street numbering which may have been indicated on this application has neither been approved nor denied. The correct street addressing for this development can be confirmed by contacting the Rates and Valuation Section on 8203 7420 or 8203 7425.

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

- Pursuant to the provisions of Regulation 48 of the Regulations under the *Development Act 1993*, this consent/approval will lapse at the expiration of 12 months from the operative date of the consent/approval unless the development has been lawfully commenced by substantial work on the site of the development within such period, in which case the approval will lapse within 3 years from the operative date of the approval subject to the proviso that if the development has been substantially or fully completed within those 3 years, the approval will not lapse.

- Development Approval will not be granted until a Provisional Building Rules Consent has been obtained. A separate application must be submitted for such a consent. No building work or change of classification is permitted until the Development Approval has been obtained.

- Information from the Lands Titles Office has revealed that the subject land is contained in Certificates of Title Volume 5812 Folios 64, 66 and 67 and Volume 5852 Folio 230.

- It is recommended that as the applicant is undertaking work on or near the boundary, the applicant should ensure that the boundaries are clearly defined, by a Licensed Surveyor, prior to the commencement of any building work.

- The applicant must ensure there is no objection from any of the public utilities in respect of underground or overhead services and any alterations that may be required are to be at the applicant's expense.

- A Building Site Management Plan is required prior to or at the time of application for Development Approval. The Building Site Management Plan should include details of such items as:

  - Work in the Public Realm
  - Street Occupation
  - Hoarding
  - Site Amenities
  - Traffic Requirements
  - Servicing Site
  - Adjoining Buildings
  - Reinstatement of Infrastructure.

  Please contact Mr Mike Thomas, Principal Building Officer on telephone 8203 7259, for further clarification or additional information.

Roger Freeman
PRINCIPAL PLANNER, DEVELOPMENT ASSESSMENT BRANCH
As delegate of the
DEVELOPMENT ASSESSMENT COMMISSION

2/5/02

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

Environment Protection Authority
GPO Box 2607 Adelaide SA 5001
211 Victoria Square Adelaide SA 5000
T (08) 8204 2004
Country areas 1800 623 445

Receipt No : 0002825832
Admin No : 22695 (102621)

SEARCHLIGHT TECHNOLOGY
L 2
49 GAWLER Place
ADELAIDE SA 5000

Contact: Section 7
Telephone: (08) 8204 2026
Email: epasection7@sa.gov.au

Contact: Public Register
Telephone: (08) 8204 9128
Email: epa.publicregister@sa.gov.au

16 October, 2026

EPA STATEMENT TO FORM 1 - CONTRACTS FOR SALE OF LAND OR BUSINESS

The EPA provides this statement to assist the vendor meet its obligations under section 7(1)(b) of the *Land and Business (Sale and Conveyancing) Act 1994*. A response to the questions prescribed in Schedule 1-Contracts for sale of land or business-forms (Divisions 1 and 2) of the *Land and Business (Sale and Conveyancing) Act 1994* is provided in relation to the land.

I refer to your enquiry concerning the parcel of land comprised in

Title Reference CT Volume 5882 Folio 123
Address 9 Veale Lane, ADELAIDE SA 5000

Schedule – Division 1 – *Land and Business (Sale and Conveyancing) Regulations 2025*

PARTICULARS OF MORTGAGES, CHARGES AND PRESCRIBED ENCUMBRANCES AFFECTING THE LAND

8. Environment Protection Act 1993

Does the EPA hold any of the following details relating to the *Environment Protection Act 1993*:

8.1	Section 59 - Environment performance agreement that is registered in relation to the land.	NO
8.2	Section 93 - Environment protection order that is registered in relation to the land.	NO
8.3	Section 93A - Environment protection order relating to cessation of activity that is registered in relation to the land.	NO
8.4	Section 99 - Clean-up order that is registered in relation to the land.	NO
8.5	Section 100 - Clean-up authorisation that is registered in relation to the land.	NO
8.6	Section 103H - Site contamination assessment order that is registered in relation to the land.	NO
8.7	Section 103J - Site remediation order that is registered in relation to the land.	NO

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

8.8	Section 103N - Notice of declaration of special management area in relation to the land (due to possible existence of site contamination).	NO
8.9	Section 103P - Notation of site contamination audit report in relation to the land.	NO
8.10	Section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land.	NO

Schedule – Division 2 – ***Land and Business (Sale and Conveyancing) Regulations 2025***

PARTICULARS RELATING TO ENVIRONMENT PROTECTION

3-Licences and exemptions recorded by EPA in public register

Does the EPA hold any of the following details in the public register:

a)	details of a current licence issued under Part 6 of the *Environment Protection Act 1993* to conduct any prescribed activity of environmental significance under Schedule 1 of that Act at the land?	NO
b)	details of a licence no longer in force issued under Part 6 of the *Environment Protection Act 1993* to conduct any prescribed activity of environmental significance under Schedule 1 of that Act at the land?	NO
c)	details of a current exemption issued under Part 6 of the *Environment Protection Act 1993* from the application of a specified provision of that Act in relation to an activity carried on at the land?	NO
d)	details of an exemption no longer in force issued under Part 6 of the *Environment Protection Act 1993* from the application of a specified provision of that Act in relation to an activity carried on at the land?	NO
e)	details of a licence issued under the repealed *South Australian Waste Management Commission Act 1979* to operate a waste depot at the land?	NO
f)	details of a licence issued under the repealed *Waste Management Act 1987* to operate a waste depot at the land?	NO
g)	details of a licence issued under the repealed *South Australian Waste Management Commission Act 1979* to produce waste of a prescribed kind (within the meaning of that Act) at the land?	NO
h)	details of a licence issued under the repealed *Waste Management Act 1987* to produce prescribed waste (within the meaning of that Act) at the land?	NO

4-Pollution and site contamination on the land - details recorded by the EPA in public register

Does the EPA hold any of the following details in the public register in relation to the land or part of the land:

a)	details of serious or material environmental harm caused or threatened in the course of an activity (whether or not notified under section 83 of the *Environment Protection Act 1993*)?	**YES**

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

b)	details of site contamination notified to the EPA under section 83A of the *Environment Protection Act 1993*?	NO
c)	a copy of a report of an environmental assessment (whether prepared by the EPA or some other person or body and whether or not required under legislation) that forms part of the information required to be recorded in the public register?	**YES**
d)	a copy of a site contamination audit report?	NO
e)	details of an agreement for the exclusion or limitation of liability for site contamination to which section 103E of the *Environment Protection Act 1993* applies?	NO
f)	details of an agreement entered into with the EPA relating to an approved voluntary site contamination assessment proposal under section 103I of the *Environment Protection Act 1993?*	NO
g)	details of an agreement entered into with the EPA relating to an approved voluntary site remediation proposal under section 103K of the *Environment Protection Act 1993?*	NO
h)	details of a notification under section 103Z(1) of the *Environment Protection Act 1993* relating to the commencement of a site contamination audit?	NO
i)	details of a notification under section 103Z(2) of the *Environment Protection Act 1993* relating to the termination before completion of a site contamination audit?	NO
j)	details of records, held by the former *South Australian Waste Management Commission* under the repealed *Waste Management Act 1987*, of waste (within the meaning of that Act) having been deposited on the land between 1 January 1983 and 30 April 1995?	NO

5-Pollution and site contamination on the land - other details held by EPA

Does the EPA hold any of the following details in relation to the land or part of the land:

a)	a copy of a report known as a "Health Commission Report" prepared by or on behalf of the *South Australian Health Commission* (under the repealed *South Australian Health Commission Act 1976*)?	**YES**
b)	details (which may include a report of an environmental assessment) relevant to an agreement entered into with the EPA relating to an approved voluntary site contamination assessment proposal under section 103I of the *Environment Protection Act 1993?*	NO
c)	details (which may include a report of an environmental assessment) relevant to an agreement entered into with the EPA relating to an approved voluntary site remediation proposal under section 103K of the *Environment Protection Act 1993*?	NO
d)	a copy of a pre-1 July 2009 site audit report?	**YES**
e)	details relating to the termination before completion of a pre-1 July 2009 site audit?	NO

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

Records identified in this EPA Statement to Form 1: **SC10067; SC11475; SC10738**

The above records have been identified with a YES response in this EPA Statement to Form 1 and can be obtained by contacting the Public Register on (08) 8204 9128 or email epa.publicregister@sa.gov.au

All care and diligence has been taken to access the above information from available records. Historical records provided to the EPA concerning matters arising prior to 1 May 1995 are limited and may not be accurate or complete.

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

T 14663377

Lodged: 19 November 2025 11:38:01 AM
2 OF 2

LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA

Registered: 24 November 2025 11:43:27 AM

Form T
Version 40.5

TRANSFER

	Stamp Duty Document ID	20268/8094	ELN Lodgement Case ID: 1551551573
	Duty Determination Date	18 NOVEMBER 2025	ELN Workspace ID: 14094561
Responsible Subscriber: HOLDFAST CONVEYANCERS (EL - FEXA) (E100016)	Consideration/Value:	$790,000.00	
Customer Reference: GR 250764 Shannon	Stamp Duty	$37,790.00	
	Interest	$0.00	
	Penalty Tax	$0.00	
	Foreign Ownership Surcharge	$0.00	
	LTC Code		

PRIVACY COLLECTION STATEMENT: The information in this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes. It may also be used for other authorised purposes in accordance with Government legislation and policy requirements

LAND DESCRIPTION

THE WHOLE OF THE LAND IN CT VOLUME 5882 FOLIO 123

ESTATE & INTEREST

FEE SIMPLE

TRANSFEROR (Full name and address)

DEGANG HUANG OF 9 VEALE LANE ADELAIDE SA 5000

YUE GENG OF 9 VEALE LANE ADELAIDE SA 5000

CONSIDERATION

SEVEN HUNDRED AND NINETY THOUSAND DOLLARS ($790,000.00)

TRANSFEREE (Full name, address and mode of holding)

IAN COLIN LOVERING OF PO BOX 207 GOODWOOD 5034 SA

AND CLAIRE LOUISE SHARMAN OF PO BOX 207 GOODWOOD 5034 SA

AS JOINT TENANTS

THE TRANSFEROR ACKNOWLEDGING RECEIPT OF THE CONSIDERATION TRANSFERS TO THE TRANSFEREE THE ESTATE AND INTEREST SPECIFIED IN THE LAND DESCRIBED

DATED 19 NOVEMBER 2025

CERTIFICATION

Transferor

The Certifier has taken reasonable steps to verify the identity of the transferor or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document

Docusign Envelope ID: 18E4932C-55C4-8B59-837E-A18B416A9CCA

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Karina Marie Edmunds

Practitioner Certifier

For: OUR STATE CONVEYANCING

On behalf of: DEGANG HUANG, YUE GENG

Transferee

The Certifier has taken reasonable steps to verify the identity of the transferee or his, her or its administrator or attorney

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement

Debra Webb

Practitioner Certifier

For: HOLDFAST CONVEYANCERS

On behalf of: IAN COLIN LOVERING, CLAIRE LOUISE SHARMAN

This is a representation of an instrument that was electronically lodged