

MAGAIN

Magain Real Estate Happy Valley Pty Ltd T/A Magain Real Estate
Shop 15, Woodcroft Market Plaza, 217 Pimpala Road Woodcroft SA 5162
Tel: 08 8381 6000 Fax: 08 8381 6222 Agent No: 222182

FORM 1 - Vendor's Statement

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

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Preliminary

To the purchaser:

The purpose of a statement under section 7 of the *Land and Business (Sale and Conveyancing) Act 1994* is to put you on notice of certain particulars concerning the land to be acquired. If you intend to carry out building work on the land, change the use of the land or divide the land, you should make further inquiries to determine whether this will be permitted. For example, building work may not be permitted on land not connected to a sewerage system or common drainage scheme if the land is near a watercourse, dam, bore or the River Murray and Lakes.

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

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

Instructions to the vendor for completing this statement:

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

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

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

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

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

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

PART A – PARTIES AND LAND

1 Purchaser:

Address:

2 Purchaser's registered agent:

Address:

3 Vendor:

DORINA VAN DER PENNEN

Address:

51 Hallett Road, Burnside SA 5066

4 Vendor's registered agent:

Magain Real Estate Happy Valley Pty Ltd T/A Magain Real Estate

Address:

Shop 15, Woodcroft Market Plaza, 217 Pimpala Road Woodcroft SA 5162

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]

The land situated at Unit 3/11 Philip Avenue, Leabrook SA 5068 and being whole of the land in Certificate of Title Volume 5033 Folio 461 and being whole of Unit 3 Strata Plan 11430 in the Area named Leabrook in the Hundred of Adelaide

PART B – PURCHASER'S COOLING-OFF RIGHTS AND PROCEEDING WITH THE PURCHASE

To the purchaser:

Right to cool-off (section 5)

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

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

- (a) you purchased by auction; or
- (b) you purchased on the same day as you, or some person on your behalf, bid at the auction of the land; or
- (c) you have, before signing the contract, received independent advice from a legal practitioner and the legal practitioner has signed a certificate in the prescribed form as to the giving of that advice; or
- (d) you are a body corporate and the land is not residential land; or
- (e) the contract is made by the exercise of an option to purchase not less than 5 clear business days after the grant of the option and not less than 2 clear business days after service of this form; or
- (f) the sale is by tender and the contract is made not less than 5 clear business days after the day fixed for the closing of tenders and not less than 2 clear business days after service of this form; or
- (g) the contract also provides for the sale of a business that is not a small business.

2 – Time for service

The cooling-off notice must be served–

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

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

3 – Form of cooling-off notice

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

4 – Methods of service

The cooling-off notice must be–

- (a) given to the vendor personally; or
- (b) posted by registered post to the vendor at the following address:

51 Hallett Road, Burnside SA 5066

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

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

08 8381 6222

(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:

Shop 15, Woodcroft Market Plaza, 217 Pimpala Road Woodcroft SA 5162

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

Note–

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

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

5 – Effect of service

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

- (a) the amount of any deposit paid if the deposit did not exceed \$100; or
- (b) an amount paid for an option to purchase the land.

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~~,

DORINA VAN DER PENNEN

of

51 Hallett Road, Burnside SA 5066

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: _____ Signed: _____

Date: _____ Signed: _____

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



To the purchaser:

I,

Zoe Ball

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

Exceptions:

NIL

Date: _____ Signed: _____

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

*Person authorised to act on behalf of *Vendor's agent / ~~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
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[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.]

Column 1	Column 2	Column 3
1. General		
1.1 Mortgage of land	<i>Is this item applicable?</i> <i>Will this be discharged or satisfied prior to or at settlement?</i> <i>Are there attachments?</i> <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> Number of mortgage (if registered): Name of mortgagee:	☐ YES/NO YES/NO
<i>[Note -</i> <i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>		
1.2 Easement (whether over the land or annexed to the land)	<i>Is this item applicable?</i> <i>Will this be discharged or satisfied prior to or at settlement?</i> <i>Are there attachments?</i> <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> Description of land subject to easement: Nature of easement: Are you aware of any encroachment on the easement? (If YES, give details): If there is an encroachment, has approval for the encroachment been given? (If YES, give details):	☐ YES/NO YES/NO
<i>[Note -</i> <i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>		
1.3 Restrictive covenant	<i>Is this item applicable?</i> <i>Will this be discharged or satisfied prior to or at settlement?</i> <i>Are there attachments?</i> <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> 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?	☐ YES/NO YES/NO
<i>[Note -</i> <i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>		

Column 1	Column 2	Column 3
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 - <i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	Is this item applicable? Will this be discharged or satisfied prior to or at settlement? Are there attachments? <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> Lease Agreement & Extension Names of parties: Lindy-Ann Cozens-Masri Period of lease, agreement for lease etc: From: 07/12/2023 To: 3/12/25 Amount of rent or licence fee: \$390 per (period) Week Is the lease, agreement for lease etc in writing? YES If the lease or licence was granted under an Act relating to the disposal of Crown lands, specify- (a) the Act under which the lease or licence was granted: (b) the outstanding amounts due (including any interest or penalty):	☒ NO YES
5. Development Act 1993 (repealed)		
5.1 section 42 - Condition (that continues to apply) of a development authorisation [Note - <i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	Is this item applicable? Will this be discharged or satisfied prior to or at settlement? Are there attachments? <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> Council Search & Approvals Condition(s) of authorisation: 180/00969/96/CA	☒ NO YES
6. Repealed Act conditions		
6.1 Condition (that continues to apply) of an approval or authorisation granted under the Building Act 1971 (repealed), the City of Adelaide Development Control Act 1976 (repealed), the Planning Act 1982 (repealed) or the Planning and Development Act 1966 (repealed) [Note - <i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	Is this item applicable? Will this be discharged or satisfied prior to or at settlement? Are there attachments? <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> Nature of condition(s):	☐ YES/NO YES/NO
19. Land Tax Act 1936		
19.1 Notice, order or demand for payment of land tax	Is this item applicable? Will this be discharged or satisfied prior to or at settlement? Are there attachments? <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> Land Tax Certificate Date of notice, order or demand: 18/09/2025 Amount payable (as stated in the notice): \$3,074.10	☒ YES YES

Column 1	Column 2	Column 3
29. Planning, Development and Infrastructure Act 2016		
29.1 Part 5 - Planning and Design Code	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): Council Search PIR Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code): Established Neighbourhood (EN) Is there a State heritage place on the land or is the land situated in a State heritage area? NO Is the land designated as a local heritage place? NO Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land? NO Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation? YES Note- For further information about the Planning and Design Code visit www.code.plan.sa.gov.au	☒ NO YES
[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]		
29.2 section 127 - Condition (that continues to apply) of a development authorisation	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:	☐ YES/NO YES/NO
[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]		
34. Water Industry Act 2012		
34.1 Notice or order under the Act requiring payment of charges or other amounts or making other requirement	Is this item applicable? Will this be discharged or satisfied prior to or at settlement? Are there attachments? If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars): SA Water Certificate Date of notice or order: 19/09/2025 Name of person or body who served notice or order: SA Water Amount payable (if any) as specified in the notice or order: \$459 Nature of other requirement made (if any) as specified in the notice or order: See Attached	☒ YES YES

SCHEDULE – DIVISION 2

OTHER PARTICULARS

(section 7(1)(b))

Particulars relating to strata unit



- 1 Name of strata corporation:
STRATA CORPORATION 11430 INC.
Address of strata corporation:
11 PHILIP AVENUE LEABROOK
- 2 Application must be made in writing to the strata corporation for the particulars and documents referred to in 3 and 4. Application must also be made in writing to the strata corporation for the articles referred to in 6 unless the articles are obtained from the Lands Titles Registration Office.
- 3 Particulars supplied by the strata corporation or known to the vendor:
 - (a) particulars of contributions payable in relation to the unit (including details of arrears of contributions related to the unit):
See Attached Section 41 Statement supplied by Strata Data
 - (b) particulars of the assets and liabilities of the strata corporation:
See Attached Section 41 Statement supplied by Strata Data
 - (c) particulars of expenditure that the strata corporation has incurred, or has resolved to incur, and to which the unit holder of the unit must contribute, or is likely to be required to contribute:
See Attached Section 41 Statement supplied by Strata Data
 - (d) particulars of the unit entitlement of the unit:
1665/10000

See Attached Strata Plan

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

- 4 Documents supplied by the strata corporation that are enclosed:
 - (a) a copy of the minutes of the general meetings of the strata corporation and management committee
*for the 2 years preceding this statement/since the deposit of the strata plan;
(*Strike out or omit whichever is the greater period)
YES
 - (b) a copy of the statement of accounts of the strata corporation last prepared;
YES
 - (c) a copy of current policies of insurance taken out by the strata corporation.
YES

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

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

-
- 6 A copy of the articles of the strata corporation is enclosed.

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

- 8 Further inquiries may be made to the secretary of the strata corporation or the appointed strata manager.

Name:

Stine Pueschel

Address:

647 PORTRUSH ROAD

GLEN OSMOND SA 5064

Phone: 8372 2777

Note—

- (1) A strata corporation must (on application by or on behalf of a current owner, prospective purchaser or other relevant person) provide the particulars and documents referred to in 3(a)-(c), 4 and 6 and must also make available for inspection its accountancy records and minute books, any contract with a body corporate manager, the register of unit holders and unit holder entitlements that it maintains, and any documents in its possession relating to the design and construction of the buildings or improvements on the site or relating to the strata scheme.
- (2) Copies of the articles of the strata corporation may also be obtained from the Lands Titles Registration Office.
- (3) All owners of a strata unit are bound by the articles of the strata corporation. The articles regulate the rights and liabilities of owners of units in relation to their units and the common property and matters of common concern.
- (4) For a brief description of some of the matters that need to be considered before purchasing a strata unit, see Division 3 of this Schedule.

**SCHEDULE - DIVISION 3****COMMUNITY LOTS AND STRATA UNITS****Matters to be considered in purchasing a community lot or strata unit**

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

Governance

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

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

Use of your property

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

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

Are you buying a debt?

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

Expenses

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

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

Guarantee

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

Contracts

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

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

Buying off the plan

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

Mixed use developments - voting rights

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

Further information

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

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

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

You can also seek advice from a legal practitioner.

ACKNOWLEDGEMENT OF RECEIPT OF FORM 1

The Purchaser acknowledges receipt of the following:

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

the above being identified by pages numbered **1** to **13** inclusive, together with the following annexures and supporting documents (if any):

FORM R3 Buyers Information Notice

Certificate of Title

Council Search & Approvals

PIR

Section 41 Statement supplied by Strata Data

Rates

Lease agreement & Extension

SIGNED BY THE PURCHASER:

Date: _____ Signed: _____

Date: _____ Signed: _____

The Purchaser:

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

Form R3

Buyers information notice

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

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

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

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

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

Safety

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

Enjoyment

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

Value

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

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

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

REAL PROPERTY ACT, 1886



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 5033 Folio 461

Parent Title(s) CT 4382/901
Creating Dealing(s) SA 7109851
Title Issued 18/07/1991 **Edition** 5 **Edition Issued** 14/04/2025

Estate Type

FEE SIMPLE (UNIT)

Registered Proprietor

DORINA VAN DER PENNEN
OF 51 HALLETT ROAD BURNSIDE SA 5066

Description of Land

UNIT 3 STRATA PLAN 11430
IN THE AREA NAMED LEABROOK
HUNDRED OF ADELAIDE

Easements

NIL

Schedule of Dealings

NIL

Notations

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

511430

STRATA PLAN NUMBER

SP 11430

THIS IS SHEET 1 OF 3 SHEETS

DEPOSITED 19 / 6 / 1991

P.B.G.

PRO REGISTRAR-GENERAL

MAP REFERENCE 6628-421

TITLE REFERENCE C.T. 3508 / 156

O.B./LAST PLAN REF. FP 30274

TOTAL AREA 927m²

HUNDRED ADELAIDE

TOWNSHIP/AREA LEABROOK

COUNCIL CITY OF BURNSIDE

PT LOT 36 OF D.P. 839 OF PT SEC. 298

SCALE 0 5 10 15 20 METRES

ANNOTATIONS

PORTION OF THE COMMON PROPERTY MARKED A IS
SUBJECT TO AN EXISTING EASEMENT VIDE
C.T. 3508 / 155.

I, MALCOLM JOHN BEDDOME, a licensed surveyor
under the Surveyors Act, 1975, certify:-

- (a) that this plan correctly delineates the boundaries of the land
comprised in the plan and all units, unit subsidiaries, common
property and other buildings shown on the plan;
- (b) that this plan is correct for the purposes of the Strata Titles Act,
1988, and regulations.

Dated this 10th day of October, 1990

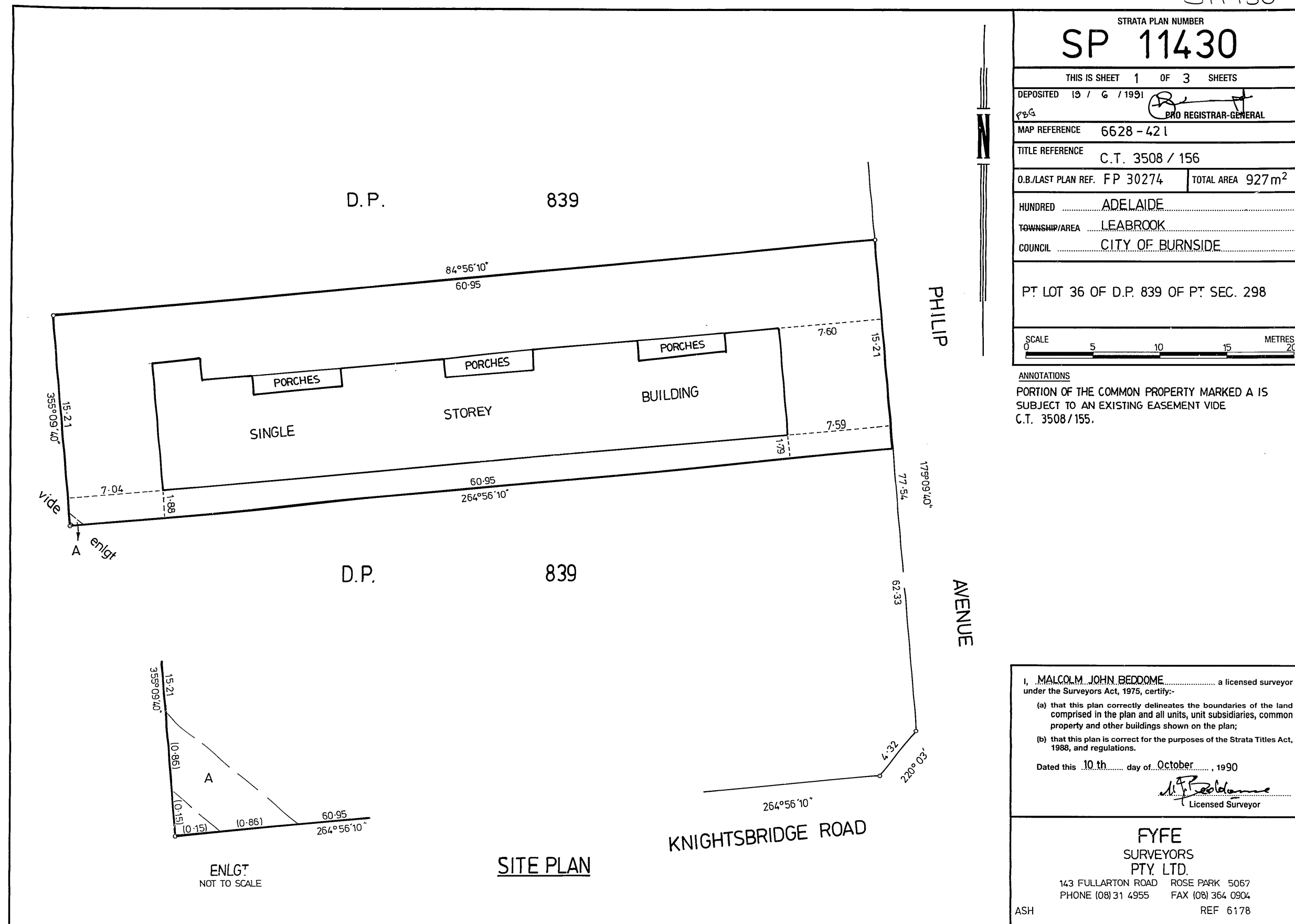
M. J. Beddome
Licensed Surveyor

FYFE
SURVEYORS
PTY. LTD.

143 FULLARTON ROAD ROSE PARK 5067
PHONE (08) 31 4955 FAX (08) 364 0904

ASH

REF 6178



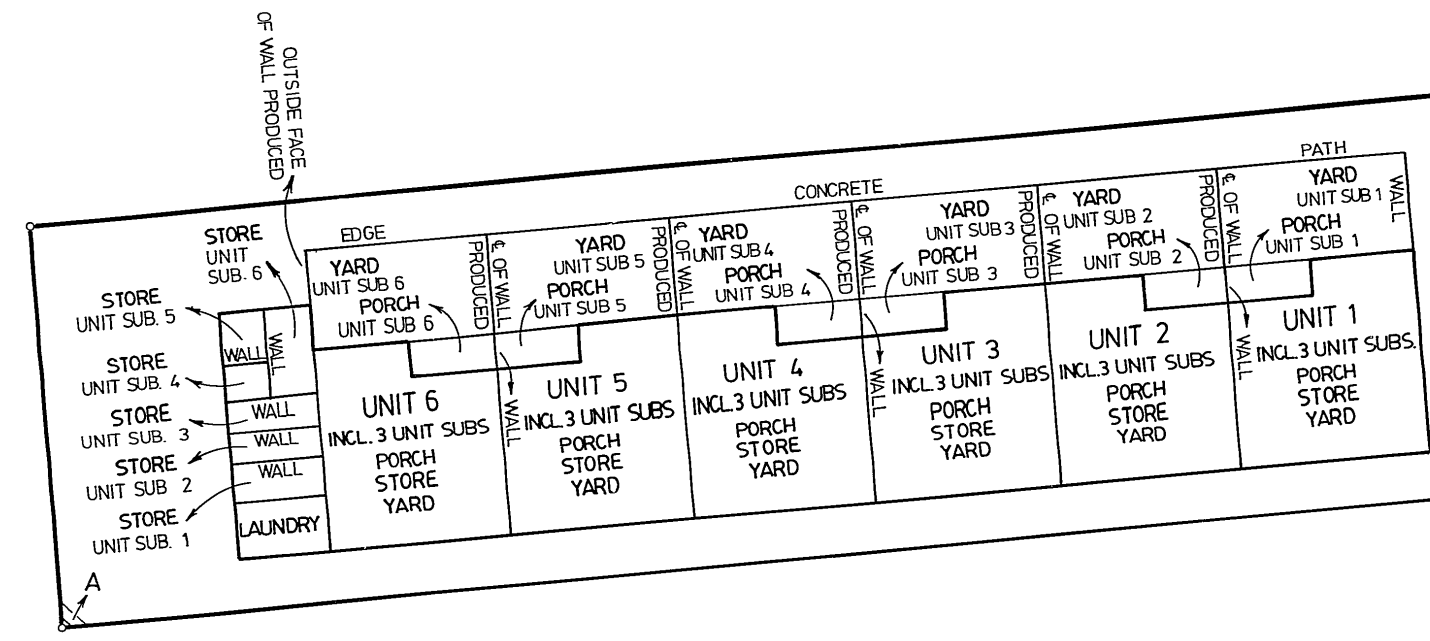
SITE PLAN

MICROFILMED
24.6.91

C 11430

STRATA PLAN NUMBER	
SP 11430	
THIS IS SHEET 2 OF 3 SHEETS	
DEPOSITED 19 / 6 / 1991	PRO REGISTRAR GENERAL
MAP REFERENCE 6628-421	
COUNCIL CITY OF BURNSIDE	
SCALE 0 5 10 15 20 METRES	

ANNOTATIONS
THE LOWER AND UPPER BOUNDARIES OF A UNIT SUBSIDIARY SHOWN AS YARD ARE EXISTING GROUND LEVEL AND 3.00 METRES ABOVE THE SAME RESPECTIVELY EXCEPT WHERE LIMITED TO THE UNDERSIDE OF EXISTING EAVES.



PHILIP AVENUE

GROUND FLOOR PLAN

FYFE SURVEYORS PTY. LTD.	
ASH	REF 6178

AS-5

MICROFILMED
24.6.91

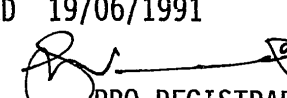
Application No. 7109851

STRATA PLAN NUMBER

SP 11430

MICROFILMED
24.6.91

DEPOSITED 19/06/1991


PRO REGISTRAR-GENERAL

THIS IS SHEET 3 OF 3 SHEETS

SCHEDULE OF UNIT ENTITLEMENTS

UNIT NO.	UNIT ENTITLEMENT	UNIT NO.	UNIT ENTITLEMENT	UNIT NO.	UNIT ENTITLEMENT
1	1640				
2	1665				
3	1665				
4	1665				
5	1665				
6	1700				
				AGGREGATE	
				ROAD OR RESERVE ALLOTMENTS	
AGGREGATE	10000	AGGREGATE			

Certificate of Title

Title Reference CT 5033/461
Status CURRENT
Easement NO
Owner Number 12470448
Address for Notices 51 HALLETT RD BURNSIDE 5066
Area NOT AVAILABLE

Estate Type

Fee Simple (Unit)

Registered Proprietor

DORINA VAN DER PENNEN
OF 51 HALLETT ROAD BURNSIDE SA 5066

Description of Land

UNIT 3 STRATA PLAN 11430
IN THE AREA NAMED LEABROOK
HUNDRED OF ADELAIDE

Last Sale Details

Dealing Reference TRANSFER (T) 11499530
Dealing Date 26/11/2010
Sale Price \$265,000
Sale Type TRANSFER FOR FULL MONETARY CONSIDERATION

Constraints

Encumbrances

NIL

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
1847217007	CURRENT	Unit 3, 11 PHILIP AVENUE, LEABROOK, SA 5068

Notations

Dealings Affecting Title

NIL

Notations on Plan

NIL

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	1847217007
Type	Site & Capital Value
Date of Valuation	01/01/2025
Status	CURRENT
Operative From	01/07/1973
Property Location	Unit 3, 11 PHILIP AVENUE, LEABROOK, SA 5068
Local Government	BURNSIDE
Owner Names	DORINA VAN DER PENNEN
Owner Number	12470448
Address for Notices	51 HALLETT RD BURNSIDE 5066
Zone / Subzone	EN - Established Neighbourhood
Water Available	Yes
Sewer Available	Yes
Land Use	1310 - Ground Floor Home Unit Only
Description	3H ST
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
S11430 UNIT 3	CT 5033/461

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$285,000	\$360,000			
Previous	\$260,000	\$345,000			

Building Details

Valuation Number	1847217007
Building Style	Conventional

Year Built	1964
Building Condition	Basic
Wall Construction	Block (inc Mt Gambier stone)
Roof Construction	Tiled (Terra Cotta or Cement)
Equivalent Main Area	49 sqm
Number of Main Rooms	3

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

Land and Business (Sale and Conveyancing) Act

Property Interest Report

Request No.:	Cert1322\25	Date of Issue:	22/09/2025
Applicant:	Amy Duncan Sande Po Box 3033 NORWOOD SA 5067	CT No.:	UNIT 3 Sec 298 SP 11430 Vol 5033 Fol 461
Property:	3/11 Philip Avenue LEABROOK SA 5068		

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

PRESCRIBED ENCUMBRANCES AND PARTICULARS REQUIRED

Part 3 – Development Plan, Development Act 1993

• Title or other brief description of zone or policy area in which the land is situated (per the Development Plan):	N/A
• Is the land situated in a designated state heritage area?	N/A
• Is the land designated as a place of local heritage value?	N/A
• Is there a Development Plan Amendment released for public consultation by the Council on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?	No
• If Yes, state the name of the Council:	N/A
• Is there a Development Plan Amendment released for public consultation by the Minister on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?	No
Section 42 – condition (that continues to apply) of a development authorisation (refer attached for details if applicable):	Yes 180/00969/96/CA

Part 5 - PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016

• Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code)	Z1506 (EN) Established Neighbourhood Refer to PlanSA Section 7 Report for further information.
• Is the land situated in a designated state heritage area?	No
• Is the land designated as a place of local heritage value?	Refer to PlanSA Section 7 Report for further information.
• Is there a tree declared to be a significant tree or a stand of trees declared to be significant on the land?	Refer to PlanSA Section 7 Report for further information.
• Is there a Planning and Design Code amendment released for public consultation by the State Planning Commission on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?	Yes

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

PUBLIC AND ENVIRONMENTAL HEALTH ACT 1987

Notice or declaration of insanitary conditions

No

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

Nil

ENVIRONMENT PROTECTION

- Does the council hold details of any development approvals relating to
(a) commercial or industrial activity at the land; or
(b) change in the use of the land or part of the land (per the Development Act 1993)?

No

No

Notes**Swimming Pools (if applicable)**

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

APPROVAL NOTICES WITHOUT ON-GOING CONDITIONS

No



Authorised Officer
City of Burnside

Note:

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

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Data Extract for Section 7 search purposes

Valuation ID 1847217007

Data Extract Date: 22/09/2025

Important Information

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

Parcel ID: S11430 UN3

Certificate Title: CT5033/461

Property Address: UNIT 3 11 PHILIP AV LEABROOK SA 5068

Zones

Established Neighbourhood (EN)

Subzones

No

Zoning overlays

Overlays

Airport Building Heights (Regulated) (All structures over 30 metres)

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

Heritage Adjacency

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

Hazards (Flooding - Evidence Required)

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

Prescribed Wells Area

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

Regulated and Significant Tree

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

Stormwater Management

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

Urban Tree Canopy

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

Is the land situated in a State Heritage Place/Area

No

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

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

Is the land designated as a Local Heritage Place

No

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

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

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

No

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

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

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

Associated Development Authorisation Information

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

No

Land Management Agreement (LMA)

No

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DECISION NOTIFICATION FORM

Development Number
180/00969/96/CA

FOR DEVELOPMENT APPLICATION

REGISTERED ON **18/12/1996**
DATED **16/12/1996**

To **MR CARPORTS 9 HOYLAKE AVENUE STIRLING SA 5152**

LOCATION OF PROPOSED DEVELOPMENT:

Location of Development : **11 Philip Ave Leabrook 5068**

Section No (full/part): _____ Hundred: _____ Volume: _____ Folio: _____

Nature of
Proposed
Development

CARPORTS ON SIDE BOUNDARY

From

CITY OF BURNSIDE

In respect of this proposed development you are informed that:

Nature of Decision	Consent Granted	No. of Conditions	Consent Refused	Not Applicable /Required
Provisional Development Plan Consent	18/3/1997	1		
Land Division				N/A
Land Division (Strata)				N/A
Provisional Building Rules Consent	24/3/1997	2		
Public Space				N/A
Other				N/A
DEVELOPMENT APPROVAL	24/3/1997	3		

Building Classification Granted: CLASS 10a

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

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

Date of Decision: **24/03/1997**

☐

Development Assessment Commission or delegate

Signed:

☒

Council Chief Executive Officer or delegate

Date: **24/03/1997**

☐

Private Certifier

☒

Sheets Attached

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DEVELOPMENT APPROVAL

DEVELOPMENT APPLICATION NO. 180/00969/96/CA

CONDITION/S (PLANNING CONSENT)

1. Two "Glory Vines" shall be planted during the next available planting season and be attached to fascia of the carport. The "Glory Vines" shall be maintained in good heart and condition at all times, to the reasonable satisfaction of the Council.

CONDITION/S (BUILDING CONSENT)

1. The rear carport columns shall be fixed to existing brick wall or alternatively stiffened by knee braces in the long direction.
2. Roofwater from the building is to be taken to the street in a properly constructed drainage system. The section of stormwater drain commencing from the property boundary to street kerb shall be constructed in either 100mm diameter concrete, galvanised steel or **sewer grade** PVC pipe, where no cover to a pipe drain is possible a steel box channel with checker plate cover shall be used. A concrete sump or other suitable inspection opening to enable access to the main drain for cleaning purposes is to be provided within the front boundary alignment of the property.

LOCAL GOVERNMENT SEARCH**Cert1322\25**

18/09/2025

Amy Duncan Sande
Po Box 3033
NORWOOD SA 5067

Billing number: 588401 Valuer General No: 1847217007
Owner: Dorina Van der Pennen
Property Address: 3/11 Philip Avenue LEABROOK SA 5068
Legal Description: UNIT 3 Sec 298 SP 11430 Vol 5033 Fol 461

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

Rates and Arrears - prior 30/06/2025	0.00
Legal Fees	0.00
Rates for current financial year, which fall due on 01/07/2025 and payable as four instalments on or before 01/12/2025, 02/03/2026, 01/06/2026	1,148.70
Fines and interest for current financial year (2% fine for each late instalment, and .75% interest rate per month on all other outstanding amounts). Fines and interest are incurred on day 1 of each month	0.00
Less Rate Capping Rebate	0.00
Less amount paid for current financial year	(287.10)
Balance of rates and other monies due and payable	\$861.60
Instalment/s Due:	
Due 01/12/2025	\$287.20
Due 02/03/2026	\$287.20
Due 01/06/2026	\$287.20

ON BEHALF OF THE CITY OF BURNSIDE

Street Numbering

Please note Council's official street number for this property is **3/11 Philip Avenue LEABROOK SA 5068.***

Regulated and Significant Trees

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

Waste Collection Service

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

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

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

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

Refer to the Kerbside Waste Management Policy for further details.

Payment of Rates at Settlement

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

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

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

To pay these rates via PEXA

Bpay Biller Code: 8722

Reference Number: 588401



STRATA DATA

Date: September 18, 2025
To: Duncan Sande & Associates
Email: office@duncansande.com.au

Property Address: 3/11 PHILIP AVENUE LEABROOK, SA 5068

Please find enclosed your **\$105.60 Section Search** for the above mentioned property.

The section search is the initial search documentation that is required to be issued as a part of the sale contract and includes the following;

- 2 years of Minutes
- The previously accepted financial report
- Current policies of insurance
- Particulars of any contribution payable including any arrears
- Particulars of any expenditure that the corporation has incurred, or has resolved to incur, and to which the unit holder of the unit must contribute, or is likely to be required to contribute
- The articles in force

Payment of updated financial search is recommended prior to settlement to confirm outstanding amounts, Financial Update searches are at a cost of \$44.00 inclusive of GST.

Please note all searches are emailed to guarantee fast, efficient delivery.

Important Information: This property is part of a Strata 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 plan. Please consult the attached articles and resolutions for approvals currently in place.

Kind Regards,

Strata Data

For and on behalf of STRATA CORPORATION 11430 INC.

E: reception@stratadata.com.au
P: 08 8372 2777



Tax Invoice

Due Date: 18/9/2025

647 Portrush Rd, Glen Osmond SA 5064. Tel: Office 8372 2777 Fax 8379 0703

STATEMENT PURUSANT TO SECTION 41 (Strata Titles Act 1988 (as amended))

REQUESTED BY: **Name:** Duncan Sande & Associates
Address: office@duncansande.com.au

REGARDING: **Corporation:** STRATA CORPORATION 11430 INC.
Unit No. & Address: 3/11 PHILIP AVENUE LEABROOK
Owners: ATF The Van Der Pennen Girls Trust

PART 1 : FINANCIAL DETAILS

1.1 Lot Entitlement

Lot Entitlement = 1665

Total of all Entitlements = 10000

1.2 Maintenance Contributions

Last Levy Paid	Amount	Paid To
Admin Fund Levy	\$503.34	31/12/2025
Sinking Fund Levy	\$41.67	31/12/2025
Current Levy	Amount	Frequency
Admin Fund Levy	\$503.34	Quarterly
Sinking Fund Levy	\$41.67	Quarterly

1.3 Arrears

Levies	Due as at 18/09/2025	Charged but due after 18/09/2025
Amount Due	\$0.00	\$0.00
** (NB: Interest accrues daily at 10 % per annum)		
Advance Payments	\$0.00	



Biller Code: 96503
Ref: 23201195700001143038

1.4 Lot Expenditure by the Strata Corporation

(a) Incurred by the Corporation to which the unit holder must or is likely to be required to contribute :
Refer minutes of meetings

(b) Resolved by the Corporation to incur, to which the unit holder must or is likely to be required to contribute :
Refer minutes of meetings

1.5 Assets and Liabilities of the Corporation

- (a) Fund Name : STRATA DATA CLIENTS TRUST ACCOUNT
- (b) Held at : Macquarie Trust Account (BCSA)
- (c) Sum standing to the credit of fund: \$7,137.43 comprising Admin: \$1,583.38 and Sinking: \$5,554.05
- (d) Amount committed to expenses : Refer to minutes of meetings is incurred for : Refer to minutes of meetings
- (e) Amount earmarked for future expenses : Refer to minutes of meetings for the purpose of : Refer to minutes of meetings
- (f) Particulars of other assets. All those defined as common property upon the land :

Refer to minutes of meetings

(g) Amount held in external account : \$0.00

(h) Liabilities (excluding those above as described in 1.2 herein)

Refer to minutes of meetings

Water Payment Method: Individual Owners pay

PART 2 : INSURANCE

Insurer : SCI (Allianz)

Type of Cover	Sum Insured	Policy Number	Expiry Date
Government Audit Costs	\$25,000.00	SRSC23001280	07/03/2026
Voluntary workers	\$200,000.00	SRSC23001280	07/03/2026
Common contents	\$18,590.00	SRSC23001280	07/03/2026
Public Liability	\$30,000,000.00	SRSC23001280	07/03/2026
Office Bearers	\$250,000.00	SRSC23001280	07/03/2026
Building	\$1,859,000.00	SRSC23001280	07/03/2026
Fidelity Guarantee	\$100,000.00	SRSC23001280	07/03/2026
Lot Owners fixtures and improvements	\$300,000.00	SRSC23001280	07/03/2026

Notes

PART 3 : DOCUMENTS SUPPLIED

- (a) Minutes of General & Committee Meetings of the Corporation for the last two years
- (b) Details of any special or unanimous resolutions affecting the unit or common property passed in the last five (5) years (excluding those contained in (a) above)
- (c) Statement of Accounts of the Corporation last prepared
- (d) The Articles now in force
- (e) All current policies of insurance taken out by the Corporation

PART 4 : DOCUMENT INSPECTION

The Corporation's records are available for inspection at STRATA DATA, 647 PORTRUSH ROAD GLEN OSMOND SA 5064 on any working day between 10:00am and 4:00pm. Phone 8372 2777 to make an appointment.

Statement Dated 18/09/2025

Signed for and on behalf of STRATA CORPORATION 11430 INC.



Stine Püschel

Body Corporate Manager

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

The Strata Titles Act requires that :

- 1.1 (schedule 3 pt 12) "A unit holder must immediately notify the Strata Corporation of :
(a) any change in the ownership of the unit, or change in the address of the owner
(b) any change in the occupancy of the unit" (eg. Tenants)
i.e. Let us know ASAP the new owners name and address on the attached form.
- 1.2 (section 27(5)) "The Corporation may recover an unpaid contribution (and any interest on any such contribution) such as debt from the unit holder of the unit in respect of which the contribution is payable (whether or not that person was the unit holder when the liability arose)" i.e. : The new owner will have to pay any outstandings if you do not adjust them at settlement.
- 1.3 This statement is issued on the basis that any payment by the unit holder by cheque or other instrument will be honoured at the first presentation. i.e. : if the cheque bounces, the owner's financial details in 1.2/1.3 on page 1 will be wrong.

The information provided in this certificate confirms any levies raised on our system at the time of issue. Please check with Strata Data to see if any recent meetings have taken place and/or special levies have been agreed to but not yet raised/generated on our system.

STRATA DATA

ABN 20 080 960 112

647 PORTRUSH ROAD
GLEN OSMOND SA 5064
Phone: 8372 2777
Email: reception@stratadata.com.au

PLEASE COMPLETE AND RETURN VIA EMAIL WHEN SETTLEMENT IS FINALISED

ANY OUTSTANDING ACCOUNTS MUST BE FINALISED AT SETTLEMENT

UNIT OWNER UPDATE (to be filled in only for new owners)

STRATA CORPORATION 11430 INC.
3/11 PHILIP AVENUE LEABROOK

SETTLEMENT DATE	/ / 20		
UNIT OWNERS NAME			
UNIT OWNERS ADDRESS			
DATE & PLACE OF BIRTH	(COMPANY TITLES ONLY)		
CONTACT DETAILS	HOME	WORK	
	MOBILE	EMAIL	

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

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

RENTAL MANAGER/AGENTS	
(if applicable)	
ADDRESS	

CONTACT PERSON			
CONTACT DETAILS	HOME	WORK	
	MOBILE	EMAIL	

TENANT NAMES			
CONTACT DETAILS	HOME	WORK	
	MOBILE	EMAIL	

CONVEYANCER ACTING ON BEHALF OF VENDOR	
CONVEYANCER ACTING ON BEHALF OF PURCHASER	

Should the need arise for us to make contact with the new owner, it is important for us to have a complete set of accurate and up to date contact details. Please ensure that we are provided with the new owners contact details including a contact phone number, on the form provided.

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

Minutes of the Annual General Meeting

Corporation *STRATA CORPORATION 11430 INC.*
Address *11 PHILIP AVENUE LEABROOK*
Meeting Date **19th of February, 2024 commencing at 3:00 PM**
Location **647 Portrush Road Glen Osmond, South Australia 5064**

Present in Person

Unit: 1 Mrs Jane Barrett
Unit: 2 Mr & Ms John Robert Gilchrist & Elizabeth Walkley & Rankine
Unit: 4 Mr John Robert Walkley

Apologies

Nil

Present by Proxy

Unit: 3 Ms ATF The Van Der Pennen Girls Trust by Proxy to Strata Data
Unit: 5 Mr Robert Andrew Coxon by Proxy to Strata Data
Unit: 6 Mr Robert Andrew Coxon by Proxy to Strata Data

In attendance

Stine Pueschel representing Strata Data

Quorum

The Body Corporate Manager declared that a quorum was in attendance and the meeting opened at 3:08 pm.

Chairperson

It was resolved "that Stine Pueschel of Strata Data assist the Presiding Officer by chairing the meeting".
Carried Unanimously

Confirmation of Minutes

It was resolved "that the minutes of the previous General Meeting(s), held on 20th of February 2023 be accepted as a true and correct record of that meeting." *Carried Unanimously*

Financial Report

It was resolved "that the statement of income and expenditure for the period Friday 16 December 2022 to Friday 15 December 2023 was reviewed, received and accepted as an accurate record of the corporation's current financial standing." *Carried Unanimously*

It was further resolved that Mr Paul Smith of the Strata Data Group be empowered to act as the Public Officer as defined under the Income Tax Assessment Act 1936 on behalf of the corporation.

Review of Sums Insured

General Advice Warning

Terandi Pty Ltd (ABN 20 080 960 112) acts as an Authorised Representative (AR Number: 1285659) of Honan Insurance Group (ABN 67 005 372 396, AFSL 246749). Any financial product advice that we give to you (including about a particular insurance policy) is factual and/or general advice only. This document does not take into account your objectives, needs or financial situation. You should consider whether our advice is appropriate for you and review any relevant PDS and policy wordings,

Honan Important Notices and Terandi Pty Ltd's Financial Services Guide before you make any decision about an insurance product.

For a copy of the FSG, policy wordings and Honan important notices you can refer to our website:
<https://www.stratadata.com.au/insurance/product-disclosure-statements/>

Strata Data cannot provide advice as to the appropriate level of building insurance. It is suggested that the Corporation arrange for an insurance valuation of the common buildings and areas to avoid a claim not being fully met due to the building being underinsured. Owners must notify Strata Data immediately of any possible claims that may be made against the policy.

Strata Data tabled a quotation from Honan Insurance Brokers detailing insurance premiums from three separate insurers, inclusive of the current insurer. The current insurer also included a suggested Building Insurance increase of 10% as well as the cost of the policy should the Corporation choose to increase the building sum insured by 10%.

The Body Corporate resolved to have an insurance valuation and instructed Strata Data to endorse the insurance policy at the valued amount or maintain the existing level of building sum insured, whichever is greater.

It was resolved "that the sums insured be:

Building Insurance	As per Valuation
Common Area Contents Insurance	As per Valuation
Public Liability Insurance	\$30,000,000.00
Office Bearers Liability	\$250,000.00
Fidelity Guarantee	\$100,000.00
Flood Cover	Refer to current Certificate of Currency
Excess	Refer to current Certificate of Currency
Renewal Date for these sums is	07/03/2024
Last Valuation Date	30/01/2019
Last Valuation Sum	\$1,609,000.00

Flood Cover

The policy currently includes flood cover.

Strata Data was appointed to place this insurance with SCI through Honan Insurance Group on behalf of the Corporation." *Carried Unanimously*

Contents and Landlords Insurance

The corporation's insurance policy does not cover an owner's contents (such as carpets, curtains and light fittings) or legal liability within their unit. Owners must take out their own insurance to cover these risks.

If you are in a Strata or Community Strata property and require a contents or landlord insurance policy you can obtain a quote or take cover with CHU by visiting our website <https://www.stratadata.com.au/insurance/> or call the Strata Data insurance team on (08) 8372 2777 for guidance.

Use of Contractors

The Body Corporate has complete choice over which contractors they engage to perform maintenance to the common property. The options that the Body Corporate have include:

Preferred Contractors

A Preferred Contractor is a contractor that has been proven to carry up to date & relevant insurance policies, business registration & licensing and their track record of work with Strata Data has shown that they operate at a high level of quality and competence.

Non-Preferred Contractors (Approved)

A Non-Preferred (Approved) contractor is one that has passed the vetting process relating to Licencing, Insurance and up to date business registrations. Whilst these contractors may carry the correct credentials that legally allow them to conduct business, their quality of work is unknown to Strata Data.

Non Approved Contractors

A Non Approved Contractor is one that is unable to provide appropriate licences and/or insurances. Should the Body Corporate choose to engage these contractors there are many risks involved. Strata Data does not become involved in any aspect of dealing with these contractors, however, upon written instruction from an Office Bearer, Strata Data will make payment of an invoice.

Maintenance Requirements

Scheduled Cleaning of Gutters and Down Pipes

Strata Data was requested to continue to arrange for cleaning of gutters and downpipes, three times per year in January, April & August by AGPM. The Presiding Officer is to be contacted prior to the gutter cleaning taking place to advise a start date, and then again to advise once it has been completed. Further to this before and after photos are to be sent to the Body Corporate Manager prior to payment being made to the contractor.

Grounds Maintenance – Review of Current Schedule

The members present agreed to continue to contract Garden Commandos to attend to grounds maintenance every 8 weeks.

Stormwater Preventative Maintenance (Hydrojet Clean)

Strata Data was requested to place the above item on to the agenda for next year's Annual General Meeting.

Sewer Preventative Maintenance (Hydrojet Clean)

Strata Data was requested to place the above item on to the agenda for next year's Annual General Meeting.

White Ant Inspection

Strata Data was requested to place the above item on to the agenda for next year's Annual General Meeting.

Tree between Unit 3 & 4 at the back of the units

The above item was raised by Mr John Robert Walkley as he was advised by the plumber that the tree is causing blockages for his unit. Ms Elizabeth Rankin would provide the Body Corporate Manager with detailed photos of the location to determine if the tree is an owners responsibility or the of the Body Corporate.

Other Relevant Business

Maintenance Condition and Safety Report

The Body Corporate has a duty of care to ensure that the Common Property is free from hazards. The Strata Titles Act places an obligation upon the Body Corporate to maintain the Common Property, in doing so many hazards can be identified and reduced.

Strata Data recommends that the Body Corporate obtain a Maintenance Condition and Safety Report to assist in identifying all areas requiring repair and maintenance, as well as any areas that may pose a risk to any person's health and safety.

It was resolved "that completion of a Maintenance Condition and Safety Report is not required at this time." *Carried Unanimously*

Strata Data aims to have maintenance works completed quickly and within reasonable costs. When owners/agents send maintenance requests to Strata Data, we ask that wherever possible photos, location, and a description of the works be provided. This is to ensure that when an appropriate contractor is sent to site works can be completed quickly, resulting in lower costs to the Corporation.

Resident Engagement

Strata Data believes that a sense of engagement amongst residents is important in building community. Therefore should you wish to organise a working bee, sausage sizzle or order pizzas etc. for a "Get to Know Your Neighbours" event, the costs can be re-imbursed by the Corporation. Simply forward to your Body Corporate Manager receipts approved by the Committee or an Office Bearer as applicable. The cost of the event can be funded from existing funds or by adding a specific line item in the budget.

Approvals, Alterations & Additions

Strata Data advised that should an owner at any time other than an Annual General Meeting choose to apply to the corporation for an approval of any kind which is for the exclusive benefit of that owner the prescribed meeting fee will apply and shall be charged to that owner.

Level of Maintenance Fund Contributions

a) Administration Fund – Recurrent Expenditure

Strata Data advised that owners must make provision for day-to-day, re-current expenses through an Administration Fund and presented an estimate of budget requirements for the coming year.

b) Sinking Fund – Non-Recurrent Expenditure

Strata Data advised that owners must make provision for long term, non-recurrent maintenance expenditure through a sinking fund and presented an estimate of budget requirements for the coming year while recommending that the corporation look at obtaining a Sinking fund analysis.

The Body Corporate Manager tabled a budget with a total annual contribution of \$13,867.00. This Budget was not approved:

After discussion it was resolved "that the Annual Contributions be as follows:

Administration Fund	\$12,200.00
Sinking Fund	\$ 1,000.00
Total Contribution	\$13,200.00

This contribution is payable quarterly and divided equal on 1st of April 2023.

Any major works unable to be paid from accumulated funds or any fund shortages are to be paid by way of a special levy." *Carried Unanimously*

All owners are reminded that levies are due 1st January, 1st April, 1st July & 1st October.

Election of Officers

It was resolved "that Elizabeth Rankine be appointed to the positions of Presiding Officer, Secretary and Treasurer for the forthcoming year. That the Presiding Officer be delegated authority to make decisions (that require ordinary resolutions only) on behalf of the Corporation, and be the main contact point between Strata Data and the corporation. That a Committee comprising of the Office Bearers is appointed." *Carried Unanimously*

Appointment of Body Corporate Manager

It was resolved "That Strata Data be re-appointed as body corporate manager at the fee specified in the budget. That the Presiding Officer be authorised to sign the agreement on behalf of the Body Corporate. As it is mandatory under the Act to have a signed agreement, if the agreement has not been returned to Strata Data within 14 days, that the Body Corporate Manager sign the agreement on behalf of the Body Corporate. At the completion of the term, the appointment continues (with a 28 day notice period), unless decided otherwise at a general meeting of the Corporation." *Carried Unanimously*

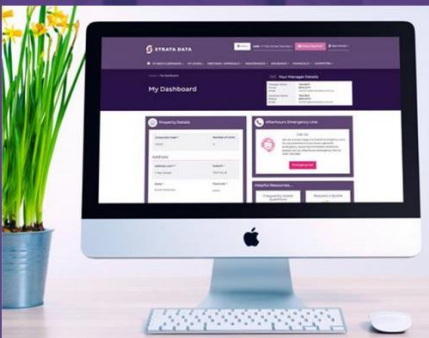
The agreed management fee for the coming year is \$2,093.00 including GST.

Next Annual General Meeting

The next Annual General Meeting will be held on 20/01/2025 at 3:00pm via Zoom or via at Strata Data, 647 Portrush Road, Glen Osmond SA 5064.

Closure

There being no further business, owners and visitors were thanked for their attendance and the meeting closed at 3:41pm.



STRATA DATA PORTAL

ACCESS YOUR INFORMATION 24/7

For access to your Corporations information 24/7 visit the Client Portal where you can:

- Download meeting minutes;
- Access financial statements and live account balances;
- Update your contact details;
- View insurance information, both past and present;
- And much more....

How can I access the Portal?

- If you have already registered for portal access, please visit portal.stratadata.com.au.
- If you have not received an invite, please email portal@stratadata.com.au to request an invitation.

Minutes of the Annual General Meeting

Corporation *STRATA CORPORATION 11430 INC.*
Address *11 PHILIP AVENUE LEABROOK*
Meeting Date **17th of February, 2025 commencing at 3:00 PM**
Location **647 Portrush Road Glen Osmond, South Australia 5064**

Present in Person

Unit: 1 Mrs Jane Barrett

Apologies

Nil

Present by Proxy

Unit: 3 Ms ATF The Van Der Pennen Girls Trust by Proxy to Strata Data

Unit: 5 Mr Robert Andrew Coxon by Proxy to Strata Data

Unit: 6 Mr Robert Andrew Coxon by Proxy to Strata Data

In attendance

Stine Pueschel representing Strata Data

Quorum

The Body Corporate Manager declared that a quorum was in attendance and the meeting opened at 3:15 pm.

Chairperson

It was resolved "that Stine Pueschel of Strata Data assist the Presiding Officer by chairing the meeting".
Carried Unanimously

Confirmation of Minutes

It was resolved "that the minutes of the previous General Meeting(s), held on 19/2/2024 be accepted as a true and correct record of that meeting." *Carried Unanimously*

Financial Report

It was resolved "that the statement of income and expenditure for the period Saturday 16 December 2023 to Sunday 15 December 2024 was reviewed, received and accepted as an accurate record of the corporation's current financial standing." *Carried Unanimously*

Public Officer

What are the responsibilities of the public officer? A public officer is the Company's representative to the Australian Tax Office and is responsible for the Company's obligations under the Income Tax Assessment Act 1936. They must be able to establish their identity and be available when contacted by the ATO regarding the company's tax obligations.

It was further resolved that Mr Paul Smith of the Strata Data Group be empowered to act as the Public Officer as defined under the Income Tax Assessment Act 1936 on behalf of the corporation.

Review of Sums Insured

General Advice Warning

Terandi Pty Ltd (ABN 20 080 960 112) acts as an Authorised Representative (AR Number: 1285659) of Honan Insurance Group (ABN 67 005 372 396, AFSL 246749). Any financial product advice that we give to you (including about a particular insurance policy) is factual and/or general advice only. This document does not take into account your objectives, needs or financial situation. You should consider whether our advice is appropriate for you and review any relevant PDS and policy wordings, Honan Important Notices and Terandi Pty Ltd's Financial Services Guide before you make any decision about an insurance product.

For a copy of the FSG, policy wordings and Honan important notices you can refer to our website: <https://www.stratadata.com.au/insurance/product-disclosure-statements/>

Strata Data cannot provide advice as to the appropriate level of building insurance. It is suggested that the Corporation arrange for an insurance valuation of the common buildings and areas to avoid a claim not being fully met due to the building being underinsured. Owners must notify Strata Data immediately of any possible claims that may be made against the policy.

Strata Data tabled a quotation from Honan Insurance Brokers detailing insurance premiums from three separate insurers, inclusive of the current insurer. The current insurer also included a suggested Building Insurance increase of 10% as well as the cost of the policy should the Corporation choose to increase the building sum insured by 10%.

The Body Corporate declined to have an insurance valuation and resolved to maintain the current level of insurance cover as detailed below.

It was resolved "that the sums insured be:

Building Insurance	\$1,859,000.00
Common Area Contents Insurance	\$18,590.00
Public Liability Insurance	\$30,000,000.00
Office Bearers Liability	\$250,000.00
Catastrophe Insurance	Not included
Fidelity Guarantee	\$100,000.00
Machinery Breakdown	Not Selected
Excess	\$1,000.00
Renewal Date for these sums is	7/3/2025
Last Valuation Date	6/3/2024
Last Valuation Sum	\$1,780,000.00

Excess may be subject to change at next renewal.

Flood Cover

The policy currently includes flood cover.

Strata Data was appointed to place this insurance with SCI through Honan Insurance Group on behalf of the Corporation." *Carried Unanimously*

Contents and Landlords Insurance

The corporation's insurance policy does not cover an owner's contents (such as carpets, curtains and light fittings) or legal liability within their unit. Owners must take out their own insurance to cover these risks.

If you are in a Strata or Community Strata property and require a contents or landlord insurance policy you can obtain a quote or take cover with CHU by visiting our website

<https://www.stratadata.com.au/insurance/> or call the Strata Data insurance team on (08) 8372 2777 for guidance.

Use of Contractors

The Body Corporate has complete choice over which contractors they engage to perform maintenance to the common property. The options that the Body Corporate have include:

Preferred Contractors

A Preferred Contractor is a contractor that has been proven to carry up to date & relevant insurance policies, business registration & licensing and their track record of work with Strata Data has shown that they operate at a high level of quality and competence.

Non-Preferred Contractors (Approved)

A Non-Preferred (Approved) contractor is one that has passed the vetting process relating to Licencing, Insurance and up to date business registrations. Whilst these contractors may carry the correct credentials that legally allow them to conduct business, their quality of work is unknown to Strata Data.

Non Approved Contractors

A Non Approved Contractor is one that is unable to provide appropriate licences and/or insurances. Should the Body Corporate choose to engage these contractors there are many risks involved. Strata Data does not become involved in any aspect of dealing with these contractors, however, upon written instruction from an Office Bearer, Strata Data will make payment of an invoice.

Works Fee

The repair and maintenance of the common property is one of the most important functions of the Body Corporate. As Managers we take this aspect very seriously and take great pride in working with owners and committees to achieve their goals of not only having safe common spaces, but also creating a place that people love and that maximises the value of the property.

The Works fee covers our cost of arranging a quotation (where the works are significant), issuing the work order, paying the invoice and assisting if there is an issue with the completed works.

The Works Fee, is a flat fee of \$50 on invoices above \$1,000 or a reduced fee of 5% on invoices below \$1,000 (e.g. \$150 invoice is \$7.50 fee).

Maintenance Requirements

Scheduled Cleaning of Gutters and Down Pipes

Strata Data was requested to continue to arrange for cleaning of gutters and downpipes, three times per year in January, April & August by AGPM. The Presiding Officer is to be contacted prior to the gutter cleaning taking place to advise a start date, and then again to advise once it has been completed. Further to this before and after photos are to be sent to the Body Corporate Manager prior to payment being made to the contractor.

Grounds Maintenance – Review of Current Schedule

The members present agreed to continue to contract Garden Commandos to attend to grounds maintenance every 8 weeks.

Stormwater Preventative Maintenance (Hydrojet Clean)

Strata Data was requested to place the above item on to the agenda for next year's Annual General Meeting.

Sewer Preventative Maintenance (Hydrojet Clean)

Strata Data was requested to place the above item on to the agenda for next year's Annual General Meeting.

White Ant Inspection

Strata Data was requested to place the above item on to the agenda for next year's Annual General Meeting.

Other Relevant Business

Maintenance Condition and Safety Report

The Body Corporate has a duty of care to ensure that the Common Property is free from hazards. The Strata Titles Act places an obligation upon the Body Corporate to maintain the Common Property, in doing so many hazards can be identified and reduced.

Strata Data recommends that the Body Corporate obtain a Maintenance Condition and Safety Report to assist in identifying all areas requiring repair and maintenance, as well as any areas that may pose a risk to any person's health and safety.

It was resolved "that completion of a Maintenance Condition and Safety Report is not required at this time." *Carried Unanimously*

Strata Data aims to have maintenance works completed quickly and within reasonable costs. When owners/agents send maintenance requests to Strata Data, we ask that wherever possible photos, location, and a description of the works be provided. This is to ensure that when an appropriate contractor is sent to site works can be completed quickly, resulting in lower costs to the Corporation.

Resident Engagement

Strata Data believes that a sense of engagement amongst residents is important in building community. Therefore should you wish to organise a working bee, sausage sizzle or order pizzas etc. for a "Get to Know Your Neighbours" event, the costs can be re-imbursed by the Corporation. Simply forward to your Body Corporate Manager receipts approved by the Committee or an Office Bearer as applicable. The cost of the event can be funded from existing funds or by adding a specific line item in the budget.

Approvals, Alterations & Additions

Strata Data advised that should an owner at any time other than an Annual General Meeting choose to apply to the corporation for an approval of any kind which is for the exclusive benefit of that owner the prescribed meeting fee will apply and shall be charged to that owner.

Level of Maintenance Fund Contributions

a) Administration Fund – Recurrent Expenditure

Strata Data advised that owners must make provision for day-to-day, re-current expenses through an Administration Fund and presented an estimate of budget requirements for the coming year.

b) Sinking Fund – Non-Recurrent Expenditure

Strata Data advised that owners must make provision for long term, non-recurrent maintenance expenditure through a sinking fund and presented an estimate of budget requirements for the coming year while recommending that the corporation look at obtaining a Sinking Fund Analysis.

The Body Corporate Manager tabled a budget with a total annual contribution of \$13,160.00. This Budget was not approved.

After discussion it was resolved "that the Annual Contributions be as follows:

Administration Fund	\$12,080.00
Sinking Fund	\$ 1,000.00
Total Contribution	\$13,080.00

This contribution is payable quarterly and divided equal on 1st April 2025.

Any major works unable to be paid from accumulated funds or any fund shortages are to be paid by way of a special levy." *Carried Unanimously*

All owners are reminded that levies are due 1st January, 1st April, 1st July & 1st October.

Election of Officers

It was resolved "that Jane Barrett be appointed to the positions of Presiding Officer, Secretary and Treasurer for the forthcoming year. That the Presiding Officer be delegated authority to make decisions (that require ordinary resolutions only) on behalf of the Corporation and be the main contact point between Strata Data and the corporation. That a committee comprising of the Office Bearers is appointed." *Carried Unanimously*

Appointment of Body Corporate Manager

It was resolved "That Strata Data be re-appointed as body corporate manager at the fee specified in the budget. That the Presiding Officer be authorised to sign the agreement on behalf of the Body Corporate. As it is mandatory under the Act to have a signed agreement, if the agreement has not been returned to Strata Data within 14 days, that the Body Corporate Manager sign the agreement on behalf of the Body Corporate. At the completion of the term, the appointment continues (with a 28-day notice period), unless decided otherwise at a general meeting of the Corporation." *Carried Unanimously*

The Management Agreement will be available via the Client Portal following signing of the agreement.

The agreed management fee for the coming year is \$2,229.00 including GST.

Next Annual General Meeting

The next Annual General Meeting will be held on 16/2/2026 at 3:00 pm via Zoom and by RSVP for a meeting location.

Closure

There being no further business, owners and visitors were thanked for their attendance and the meeting closed at 3:15 pm.



STRATA DATA PORTAL | ACCESS YOUR INFORMATION 24/7

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- Access financial statements and live account balances;
- Update your contact details;
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- If you have not received an invite, please email portal@stratadata.com.au to request an invitation.



STRATA DATA

Summary Financial Statement

STRATA CORPORATION 11430 INC.

Address: 11 PHILIP AVENUE LEABROOK, South Australia 5068

ACN: EXEMPT ABN: 49248787781

Version: 03.10.01

Date Printed 18/12/2023

Page 1

INCOME & EXPENDITURE STATEMENT BETWEEN 16/12/2022 AND 15/12/2023

	ADMIN	SINKING	TOTAL
INCOME			
Admin Fund Levy	\$11,850.00	-	\$11,850.00
Interest Received	\$118.26	-	\$118.26
TOTAL INCOME	\$11,968.26		\$11,968.26
OUTGOINGS			
Audit	\$172.00	-	\$172.00
Bank Charges	\$1.25	-	\$1.25
Body Corporate Management	\$1,937.97	-	\$1,937.97
Cleaning Common Areas	\$1,287.00	-	\$1,287.00
Disbursements	\$397.54	-	\$397.54
Electrical Works	\$264.00	-	\$264.00
Electricity	\$333.93	-	\$333.93
Grounds Maintenance	\$1,323.30	-	\$1,323.30
Gutter Cleaning	\$1,413.50	-	\$1,413.50
Gutter Repairs & Maintenance	\$198.00	-	\$198.00
Insurance Premium	\$3,780.55	-	\$3,780.55
Meeting Fees	\$123.00	-	\$123.00
Plumbing Repairs & Maintenance	\$243.52	-	\$243.52
Public Officer	\$125.00	-	\$125.00
Tax Return	\$206.00	-	\$206.00
WHS Compliance	\$129.00	-	\$129.00
TOTAL OUTGOINGS	\$11,935.56		\$11,935.56

SUMMARY

OPENING BALANCE AS AT 16/12/2022	\$6,189.40	\$0.00	\$6,189.40
TOTAL INCOME	\$11,968.26	\$0.00	\$11,968.26
TOTAL OUTGOINGS	\$11,935.56	\$0.00	\$11,935.56
CLOSING BALANCE AS AT 15/12/2023	\$6,222.10	\$0.00	\$6,222.10
NET SURPLUS	\$32.70	\$0.00	\$32.70



Summary Financial Statement

Version: 03.10.01

Date Printed 16/12/2024

STRATA CORPORATION11430 INC.

Address: 11 PHILIP AVENUE LEABROOK, South Australia 5068

ACN: EXEMPT ABN: 49248787781

Page 1

STRATA DATA

INCOME & EXPENDITURE STATEMENT BETWEEN 16/12/2023 AND 15/12/2024

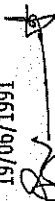
	ADMIN	SINKING	TOTAL
INCOME			
Admin Fund Levy	\$11,179.17	-	\$11,179.17
Interest Received	\$185.10	-	\$185.10
Sinking Fund Levy	-	\$812.42	\$812.42
Special Levy (Sinking Fund)	-	\$2,845.56	\$2,845.56
TOTAL INCOME	\$11,364.27	\$3,657.98	\$15,022.25

OUTGOINGS

Audit	\$179.00	-	\$179.00
Body Corporate Management	\$2,087.67	-	\$2,087.67
Disbursements	\$434.75	-	\$434.75
Electrical Works	\$269.50	-	\$269.50
Electricity	\$439.92	-	\$439.92
Fencing Repairs & Maintenance	\$1,545.50	-	\$1,545.50
Grounds Maintenance	\$1,345.34	-	\$1,345.34
Gutter Cleaning	\$1,419.00	-	\$1,419.00
Insurance Premium	\$4,031.30	-	\$4,031.30
Insurance Valuation	\$330.00	-	\$330.00
Meeting Fees	\$135.00	-	\$135.00
Public Officer	\$130.00	-	\$130.00
Tax Return	\$215.00	-	\$215.00
Tree Removal & Pruning	\$882.04	-	\$882.04
TOTAL OUTGOINGS	\$13,444.02		\$13,444.02

SUMMARY

OPENING BALANCE AS AT 16/12/2023	\$6,222.10	\$0.00	\$6,222.10
TOTAL INCOME	\$11,364.27	\$3,657.98	\$15,022.25
TOTAL OUTGOINGS	\$13,444.02	\$0.00	\$13,444.02
CLOSING BALANCE AS AT 15/12/2024	\$4,142.35	\$3,657.98	\$7,800.33
NET SURPLUS	(\$2,079.75)	\$3,657.98	\$1,578.23

Application No. 7109851	STRATA PLAN NUMBER SP 11430
	DEPOSITED 19/06/1991  PRO REGISTRAR-GENERAL
	THIS IS SHEET 3 OF 3 SHEETS

DEPOSITED 19/06/1991

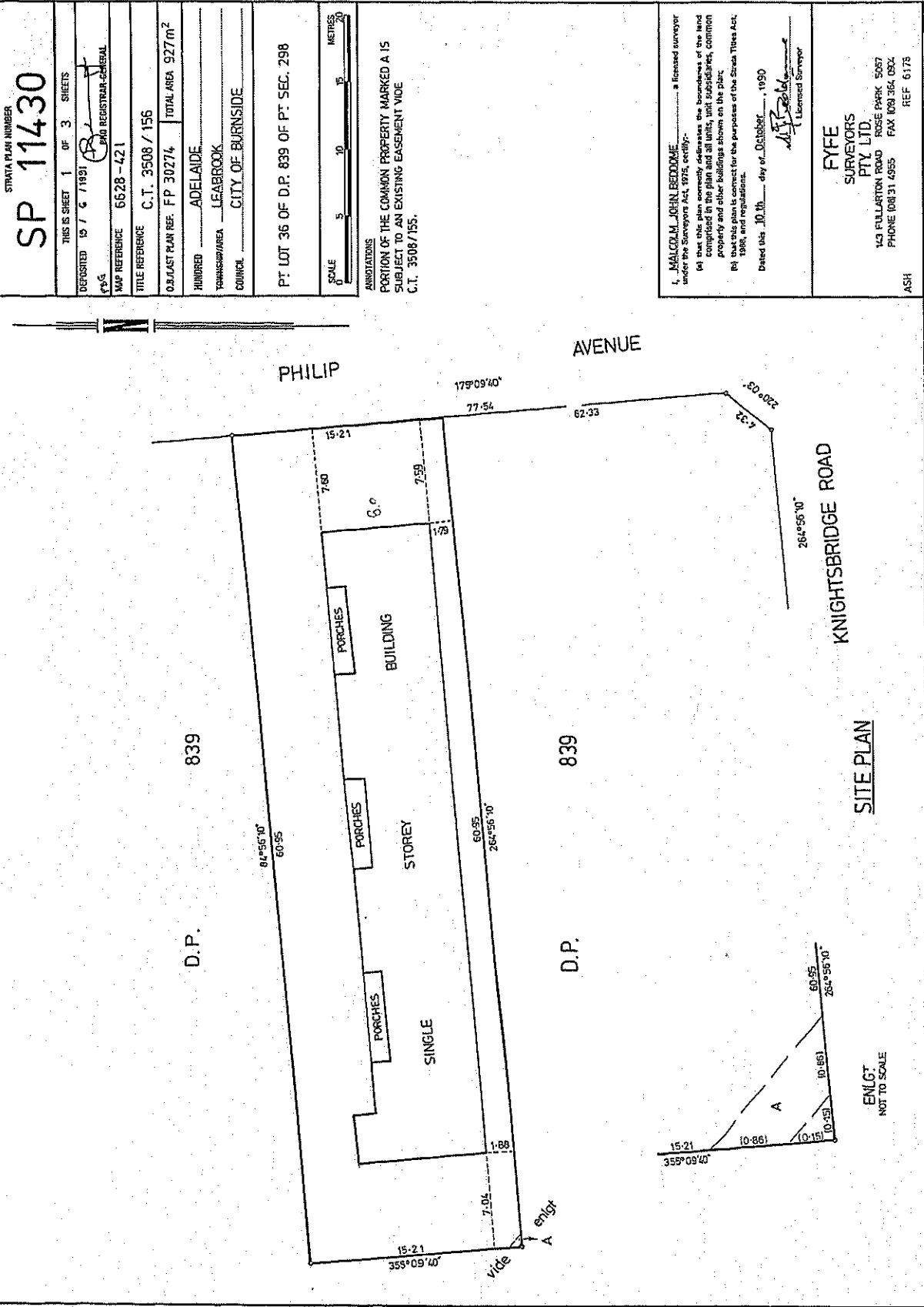
PRO REGISTRAR-GENERAL

THIS IS SHEET 3 OF 3 SHEETS

SCHEDULE OF UNIT ENTITLEMENTS

[illegible]

511430



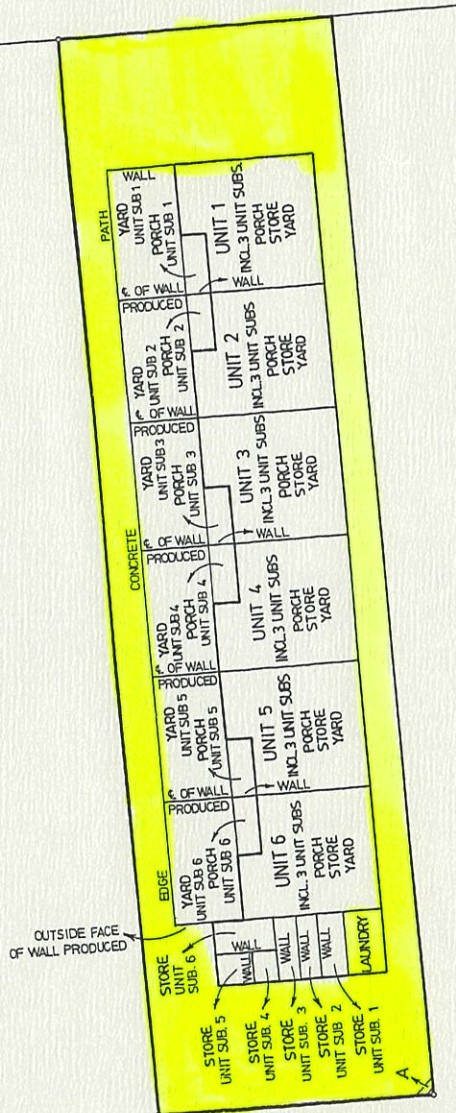
MICROFILMED
24.6.91

C 11430

STRATA PLAN NUMBER	
SP	11430
THIS IS SHEET 2 OF 3 SHEETS	
DEPOSITED	19 / 6 / 1991
PRO REGISTRAR GENERAL	
MAP REFERENCE	6628-421
COUNCIL CITY OF BURNSIDE	
SCALE	0 5 10 15 20 METRES

ANNOTATIONS
THE LOWER AND UPPER BOUNDARIES OF A UNIT SUBSIDIARY SHOWN AS YARD ARE EXISTING GROUND LEVEL AND 3.00 METRES ABOVE THE SAME RESPECTIVELY EXCEPT WHERE LIMITED TO THE UNDERSIDE OF EXISTING EAVES.

PHILIP AVENUE



GROUND FLOOR PLAN

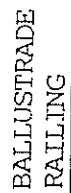
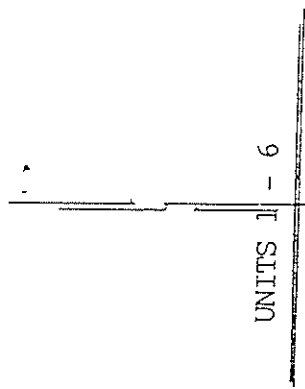
FYFE
SURVEYORS
PTY. LTD.

REF 6178

ASH

AS-5

MICROFILMED
24.6.91



NEW STEPS

NEW SLAB OVER

—

2

3

1

1

New Line Marking (White)

2.250

2.250

2.250

2.250

2.250

Remove Top Of Wall

PROPOSED CAR PARKING

1.200 Pathway

S.C. No 11430 INC

11 PHILIP AVENUE
LEABROOK 5068

ONSITE
CONTACT:

SYLVIA
GAETCKE
(UNIT 5)

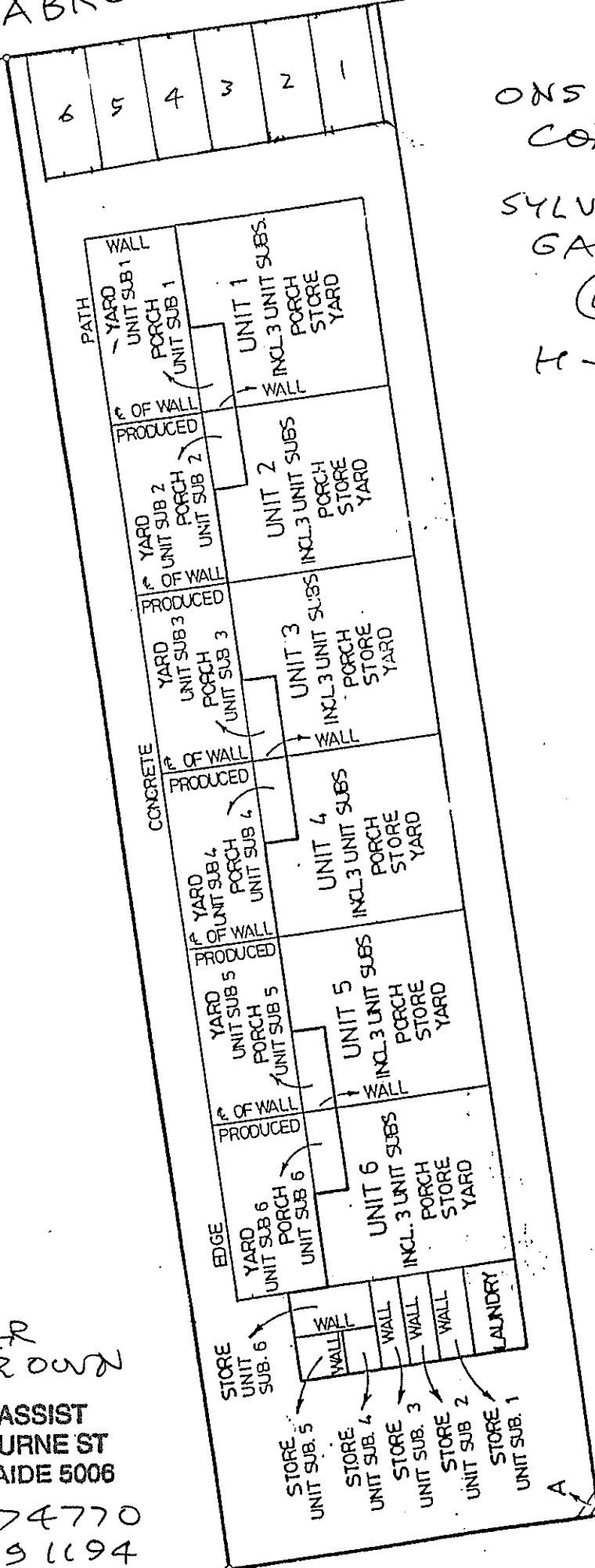
M - 83645069

ALISTAR
BROWN

STRATA ASSIST
64 MELBOURNE ST
NTH ADELAIDE 5006

W-82674770

F-82391194



GROUND FLOOR PLAN

S 11430

STRATA PLAN NUMBER

SP 11430

THIS IS SHEET 2 OF 3 SHEETS

DEPOSITED 19 / 6 / 1991

PRO REGISTER G.

MAP REFERENCE 5628-42 I

COUNCIL CITY OF BURNSIDE

SCALE 0 5 10 15 M

ANNOTATIONS

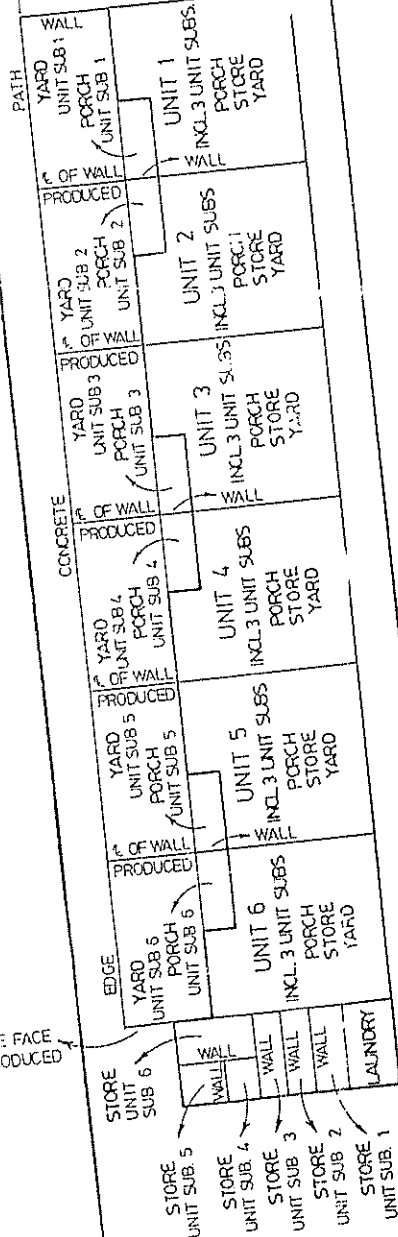
THE LOWER AND UPPER BOUNDARIES OF A UNIT SUBSIDIARY SHOWN AS YARD ARE EXISTING GR LEVEL AND 300 METRES ABOVE THE SAME RESPECTIVELY EXCEPT WHERE LIMITED TO THE UNDERSIDE OF EXISTING EAVES.

PHILIP

AVENUE

See detailed plan for parking spaces

OUTSIDE FACE OF WALL PRODUCED



GROUND FLOOR PLAN

10/97

2.250	1	
2.250	2	
2.250	3	
2.250	4	
2.250	5	
2.250	6	

Schedule 3—Articles of strata corporation

- 1 (1) A unit holder must—
 - (a) maintain the unit in good repair;
 - (b) carry out any work ordered by a council or other public authority in respect of the unit.
- (2) The occupier of a unit must keep it in a clean and tidy condition.
- 2 A person bound by these articles—
 - (a) must not obstruct the lawful use of the common property by any person; and
 - (b) must not use the common property in a manner that unreasonably interferes with the use and enjoyment of the common property by the other members of the strata community, their customers, clients or visitors; and
 - (c) must not make, or allow his or her customers, clients or visitors to make, undue noise in or about any unit or the common property; and
 - (d) must not interfere, or allow his or her customers, clients or visitors to interfere, with others in the enjoyment of their rights in relation to units or common property.
- 3 A person bound by these articles must not use the unit, or permit the unit to be used, for any unlawful purpose.
- 4 Subject to the *Strata Titles Act 1988*, a person bound by these articles must not, without the strata corporation's consent, keep any animal in, or in the vicinity of, a unit.
- 5 A person bound by these articles—
 - (a) must not park a motor vehicle in a parking space allocated for others or on a part of the common property on which parking is not authorised by the strata corporation; and
 - (b) must take reasonable steps to ensure that his or her customers, clients or visitors do not park in parking spaces allocated for others or on parts of the common property on which parking is not authorised by the strata corporation.
- 6 A person bound by these articles must not, without the consent of the strata corporation—
 - (a) damage or interfere with any lawn, garden, tree, shrub, plant or flower on the common property; or
 - (b) use any portion of the common property for his or her own purposes as a garden.
- 7 A person bound by these articles must not—
 - (a) bring objects or materials onto the site of a kind that are likely to cause justified offence to the other members of the strata community; or
 - (b) allow refuse to accumulate so as to cause justified offence to others.
- 8 A person bound by these articles must not, without the consent of the strata corporation, display any sign, advertisement, placard, banner or any other conspicuous material of a similar nature—
 - (a) on part of his or her unit so as to be visible from outside the building; or
 - (b) on any part of the common property.

- 9 The occupier of a unit may, without the consent of the strata corporation, paint, cover or in any other way decorate the inside of any building forming part of the unit and may, provided that unreasonable damage is not caused to any common property, fix locks, catches, screens, hooks and other similar items to that building.
- 10 The occupier of a unit used for residential purposes must not, without the consent of the strata corporation, use or store on the unit or on the common property any explosive or other dangerous substance.
- 11 A person bound by these articles—
- (a) must maintain within the unit, or on a part of the common property set apart for the purpose by the strata corporation, a receptacle for garbage adequately covered; and
 - (b) must comply with all council by-laws relating to the disposal of garbage.
- 12 A unit holder must immediately notify the strata corporation of—
- (a) any change in the ownership of the unit, or any change in the address of an owner;
 - (b) any change in the occupancy of the unit.

RESOLUTIONS AFFECTING STRATA CORPORATION 11430 INC

DISCLAIMER - Strata Data will not be held liable for any missing, incomplete or incorrect information provided prior to the commencement of our management: 16/9/2002

THE RELEVANT MINUTES should be consulted for the precise wording of resolutions.

DATE	RESOLUTION
-------------	-------------------

27/6/91	<u>Lights</u> General approval was given to install infrascan devices to turn on front lights if owners so wished.
----------------	--

27/5/92	<u>French Sliding Doors</u> General approval was given to replace the bedroom window with French sliding doors provided the other owners were shown a plan and approved the design prior to installation.
----------------	---

22/4/95	<u>Skylights</u> May be installed at any unit provided it is fitted by a qualified tradesperson and is installed at the rear of the unit below ridge line.
----------------	--

TV Antennae

May be installed one roof mounted antenna for each unit. Owners may also install an MDS pay television antenna (not a dish) on the rear of the roof below the ridge line.

Security Screens

May be installed to the doors.

Airconditioners

May be installed at any unit provided it does not impede any common walkway and is a low noise rotary compressor model.

Animals

The corporations policy is not to approve applications to keep an animal. It was noted that Unit 5 is keeping a cat. The corporation hereby delegates authority to the management committee to approve any such applications.

Real Estate Sign

One "For Sale" sign only may be erected. The sign must indicate the number of the unit and is to be installed as near as practicable to the front boundary of the premises and be removed not later than 24 hours after a contract for sale of the unit has been signed. Signs are to be installed with due care for common property, they must not be fitted to any walls.

3/6/99	<u>Water Usage Charges</u>
---------------	-----------------------------------

Noted that SA Water billed each unit owner 1/6th of the water used every six (6) months.

Gutter Cleaning

Owner responsibility.

Contributions

Resolved unanimously that the following annual contributions shall apply equally rather than in accordance with the schedule of units of entitlement and be due and payable within 28 days.

Overdue Interest

Agreed that the payment of the Strata Fund Account is a unit holder responsibility and must be paid within 28 days of the due date. If any account is not paid, unit owners are required to pay interest on the overdue amount at the rate of 15% per annum calculated from the due date of the account until payment, and to pay all expenses incurred in pursuing recovery of overdue amounts.

Levy Raising Authority

Resolved that should additional funds be required, authority be given to any of the appointed officers to obtain the necessary capital from the persons registered as proprietors of a unit at the date when the Corporation's liability arose and further that such funds be raised in accordance with the units of entitlement.

Book Meetings

Agreed that should any person wish to apply to the Corporation for an approval of any kind which is for their exclusive benefit, other than at the AGM, will be charged a \$50 fee.

Overdue Account Charges

Advised that monthly invoices would be forward to remind owners of their overdue contributions and that a charge of \$5 will apply. This charge is allowed for in the Management Agreement and will be an expense to be paid by the unit owner(s) involved. Agreed that in the case of contributions being more than three months in arrears, the above charge is authorised.

12/5/00

Real Estate Signs

It was agreed that any real estate ("for sale" or "to let") signs be permitted provided they are free standing and not affixed to any building.

Smoke Detectors

It was advised that the law now requires that new owners must ensure that their unit has either a hard-wired smoke detector or a ten year lithium battery operated one. It was further advised that there is a school of thought in legal circles, which feels that any death or injury caused by the absence, or non-working of a smoke alarm will be actionable as a breach of statutory duty and negligence. Therefore in the case of rented units, it is recommended that hard-wired units be installed.

24/4/01

"Strata Assist Rentals"

It was advised that "Strata Assist" has introduced a new service for its clients who are in need of property rental assistance. "Strata Assist Rentals" is now

operational, and available for all owners who are not currently being assisted in their property management and who are in need of such help.

Real Estate Signs

It was agreed that a real estate “for sale” sign may be fitted to the stobie pole affixed to any carport.

“Foxtel” Cable and Satellite Pay TV Antennae

It was agreed that Foxtel may install a domestic satellite dish the roof of any unit, provided they are not visible from the main driveway.

Window Mounted Air Conditioner

It was agreed that Unit 4 may install an air conditioner in their front window.

Animal Keeping

It was agreed that any applications be considered by the resident owners and that any approval be “at the pleasure” of the strata corporation through its resident owners.

Sink Blockage

It was agreed that any expenses relating to individual unit maintenance or repair costs would be an owner expense unless covered by insurance ie., tree roots.

30/4/02

AGL Emergency Number

It was advised that prior to calling in an electrician any time there is a partial loss of power to a unit or a group of units (thus incurring a possibly unnecessary expense), a check should be made with the AGL Emergency Number (131366) to ascertain that there is no AGL supply emergency that may be affecting the complex.

Gutter Cleaning

It was noted that owners were responsible for cleaning their gutters.

Unit Store Door Maintenance

It was noted that this was an owner responsibility.

21/02/08

Legal Recoveries

The resolutions in place were read to the members present & after discussion it was moved Mrs. M. Chapman as Trustee for Ms. A. Chapman and seconded Mr. N. Wiese By Proxy that Strata Data be empowered to exhaust all legal options for the recovery of unpaid levies, overdue fees & interest charged from Unit holders who do not pay their levies by the due date indicated on the respective invoice.

09/02/09

Legal Recoveries

That Strata Data is granted approval to seek legal assistance for the recovery of unpaid maintenance contributions or levies which remain unpaid after a period of six weeks from the due date, having first notified the owner of such action. All costs for the recovery to be borne by the relevant unit owner and become a debt against the unit.

Legal Action for Breach of the Articles (Schedule 3) of the Strata Titles Act 1988

That Strata Data is granted approval to seek legal assistance to write to the owner of a unit whereby the occupier has clearly breached the Strata Titles Act and caused distress to other residents of the complex. Provided that at least two letters one of which a warning of legal recourse, have been forwarded to the unit owner and or agent concerning the occupants. The cost of all associated legal fees to be borne by the relevant owner and to become a debt against the unit.

08/02/10 Hot Water Unit Installations

That individual unit owners may install gas or electric hot water heaters externally on the condition they don't block access around the building and install solar collectors on the roof on the condition they are not placed on the street front elevation and a qualified person signs off on the roof structure being adequate to support the additional load. All repairs to the building and ongoing maintenance will be that individual unit owners responsibility.

Digital Television Reception (not including Foxtel installation)

That individual unit owners may install external mounted digital TV antennas to receive a digital service on the condition they are not located on the front of the building.

20/02/13 Interest Applied on Overdue Levies

That in accordance with Section 27 (4) of the Strata Titles Act 1988 (as amended), if a levy is not paid on the date by which it becomes due and payable in accordance with a Resolution of the Corporation, the Corporation resolves to apply interest charges on those levies at a rate of 10% per annum.

18/07/13 Approval for Unit 2 to keep a cat

That approval is granted for unit 2 to keep a cat, to be kept inside the unit only. This approval is only for the lifetime of this particular cat

NB: this is not a blanket cat approval for all units. Each application needs to be considered on a case by case basis.

16/02/15 Corporation's Right to Impose Penalties for Ongoing Breaches of the Strata Titles Act (as amended)

That, under the instruction of the Corporation's Office Bearers, the Body Corporate Manager may impose on any Unit holder a penalty for any ongoing breaches of the Strata Titles Act (as amended) of up to, and inclusive of, \$500.00 for Residential Strata Corporations or, up to and inclusive of, \$2,000.00 for Commercial Strata Corporations (payable to the Strata Corporation). Subject to there being at least two letters, one of which includes a warning of a penalty being imposed, having been forwarded to the unit owner and or agent concerning the occupants.

21/02/2022 Sinking Fund Analysis

Section 33A of the Strata Title Act places an obligation on the Body Corporate to provide a statement to its members outlining the estimated expenditure (other than recurrent expenditure) for a period of up to 5 years. Strata Data recommended that a sinking fund analysis be obtained and tabled at the next Annual General Meeting for review.

That the Body Corporate declined to obtain a Sinking Fund Analysis at this time and resolved to discuss obtaining the report at the next Annual General Meeting.

Related costs for recovery of outstanding money

That the Body Corporate seek to recover overdue levies which remain unpaid after a period of four weeks from the due date, having first notified the owner of proposed action. Related costs associated with the recovery of outstanding money shall be levied as a debt against the unit.



STRATA DATA

18th September 2025

IMPORTANT NOTICE TO NEW OWNER | LANDLORD & CONTENTS INSURANCE

The property you are considering purchasing is part of a Strata / Community group managed by Strata Data. As such the common/shared areas are already covered by the mandatory Body Corporates insurance policy.

However, your personal property & public liability within your own unit is not covered by your Body Corporates insurance, so resident owners and investor owners must take out their own insurance to cover these risks. If you are a resident owner you need separate contents insurance, and if you are an investor owner you need separate landlords insurance.

Please find in the following pages further information on both of these insurance products.

To access great rates on these insurances please go to www.stratadata.com.au/insurance

Best,

MARC STEEN

Chief Operating Officer

DISCLAIMER: Please note this is not financial advice and does not take into account your individual circumstances. It is your responsibility to determine what insurance products are right for you.

BETTER TOGETHER stratadata.com.au

ADELAIDE | 647 Portrush Rd, Glen Osmond SA 5064 PO Box 219 Glen Osmond SA 5064 T 08 8372 2777 F 08 8379 0703
MELBOURNE | 39/574 Plummer St, Port Melbourne VIC 3207 PO Box 715 Port Melbourne VIC 3207 T 03 9676 9555 F 03 9676 9455 ABN 20 080 960 112



CERTIFICATE OF CURRENCY

THE INSURED

POLICY NUMBER	SRSC23001280
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording SCI034-Policy-RS-PPW-02/2021 Supplementary Product Disclosure Statement SCIA-036_SPDS_RSC-10/2021
THE INSURED SITUATION	Strata Corporation No. 11430 11 Philip Avenue, Leabrook, SA, 5068
PERIOD OF INSURANCE	Commencement Date: 4:00pm on 07/03/2025 Expiry Date: 4:00pm on 07/03/2026
INTERMEDIARY	Honan Insurance Group Pty Ltd
ADDRESS	GPO Box 4747, Melbourne, VIC, 3001
DATE OF ISSUE	18/02/2025

POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	\$1,859,000
		Common Area Contents	\$18,590
	PART B	2. Terrorism Cover under Section 1 Part A2	Applies
		Loss of Rent/Temporary Accommodation	\$278,850
	OPTIONAL COVERS	1. Flood	Included
		2. Floating Floors	Included
SECTION 2	Liability		\$30,000,000
SECTION 3	Voluntary Workers		Included
SECTION 5	Fidelity Guarantee		\$100,000
SECTION 6	Office Bearers' Liability		\$250,000
SECTION 7	Machinery Breakdown		Not Included
SECTION 8	Catastrophe		Not Included
SECTION 9	PART A	Government Audit Costs – Professional Fees	\$25,000
	PART B	Appeal Expenses	\$100,000
	PART C	Legal Defence Expenses	\$50,000
SECTION 10	Lot Owners' Fixtures and Improvements		\$300,000
SECTION 11	Loss of Lot Market Value		Not Included

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

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

CONTENTS INSURANCE FOR STRATA



STRATA DATA



ARE YOU
PROTECTING
YOUR PERSONAL
POSSESSIONS?

**Do you live in an
apartment, unit,
villa or townhouse?**

It is important that you have Contents Insurance as Residential Strata Insurance only protects the building, not your personal possessions. To protect your personal belongings such as clothing, phones, jewellery, furniture, TV, laptops, internal carpets, blinds and electrical appliances you need Contents Insurance.

What's included in your policy

Automatic inclusions	Basic Cover	Premier Cover
Contents – Covers your personal possessions from accidental and malicious damage, theft, water, fire and storm damage with new for old replacement.	Up to \$200,000	From \$50,000 - \$200,000 + Accidental Damage and Loss
Portable Contents – Protecting your smartphone, jewellery and other prized possessions when they are away from your property, in transit, storage or when you are moving into or out of your home.	Protection across: Motel, hotel or club • Nursing home, hospice or hospital, • Another person's home you're living in ² • Australian bank safe • Temporarily in transit	Everything in basic plus: Across Australia and New Zealand • Anywhere in the world ³
Jewellery, Watches	\$1,500 per item, maximum of \$7,500	\$5,000 per item, maximum of \$25,000
Entertainment equipment	10% of the total sum insured for all items	10% of the total sum insured for all items
Portable entertainment equipment	\$1,500 per item, maximum of \$5,000	\$5,000 per item, maximum of \$25,000
CDs, DVDs, electronic games media and digital media files	\$3,000 in total	\$5,000 per item, maximum of \$25,000
Portable musical instruments	\$1,500 in total	\$25,000 in total
Tools of trade	\$1,500 in total	\$2,500 in total
Works of art, pictures, tapestries, rugs, antiques, collections of any kind, computer equipment	\$5,000 per item	\$10,000 per item up to maximum of \$40,000
Photographic equipment	\$1,500 in total	\$5,000 per item, maximum of \$25,000
Curios, gold or silver articles (but not bullion)	\$1000 per item, maximum of \$5,000	\$5,000 per item, maximum of \$25,000
Documents	\$500 per item, maximum of \$1,500	\$2,000 per item up to maximum of \$5,000
Bicycles	\$1,500 per bicycle, maximum of \$2,500	\$5,000 per bicycle, maximum of \$25,000
Unspecified High Risk Items; cash, bullion or negotiable securities	Up to 1% of your sum insured, max \$500	Up to 1% of your sum insured, max \$1,500
Standard Benefits Across Both Covers Legal liability: \$30m to protect you from death or injury to other people who are on your property and loss or damage to someone else's property Essential temporary repairs: Up to \$500 to repair insured items Motor burnout: Up to \$2,000 to repair or replace the motor of household equipment and appliances less than 10 years old Reinstate landscaping: Up to \$1,000 to fix up your garden External door locks replacement: Up to \$500 to re-key or replace external locks in your home unit if keys are stolen Accommodation costs: Up to 12 months accommodation from the time of damage to your home		

Please read the Product Disclosure Statement and Policy Wording for full details, scope of coverage, sub-limits, exclusions and conditions. Please refer to Your Schedule and Invoice for the Period of Insurance.

Disclaimer: Insurance issued by QBE Insurance (Australia) Limited ABN 78 003 191 035 and distributed by CHU Underwriting Agencies Pty Ltd ABN 18 001 580 070. AFSL No. 243261. This information does not take into account the objectives, financial situation or needs of any person. Please read and consider the relevant Product Disclosure Statement (PDS) before you make any decisions about this product. A copy the PDS is available at www.chu.com.au **1.** Standard excess is \$500. The value of your claim must exceed the amount of your excess. **2.** Excluding high risk items **3.** Up to 90 consecutive days. Up to the high risk item limit for high risk items and up to the sum insured listed for specified high risk items

PLUS your policy comes with:



21 day cooling off period should you change your mind



New for old replacement



24/7 claims service and support with emergency assistance

AND MORE

As CHU is one of Australia's largest and most awarded strata insurance specialists, if your strata building insurance is managed by CHU you receive these additional benefits:

✓ Save on your excess payment:

If CHU insures your building and you and the strata building owner make a valid claim for the same incident. Standard excess is minimum \$500. The value of your claim must exceed the amount of your excess.¹

✓ Simpler repairs:

If your personal property and building is damaged in the same incident, your property will be repaired or replaced jointly with the building repairs making it simpler for you.

Common insured events



MALICIOUS DAMAGE



THEFT



WATER DAMAGE

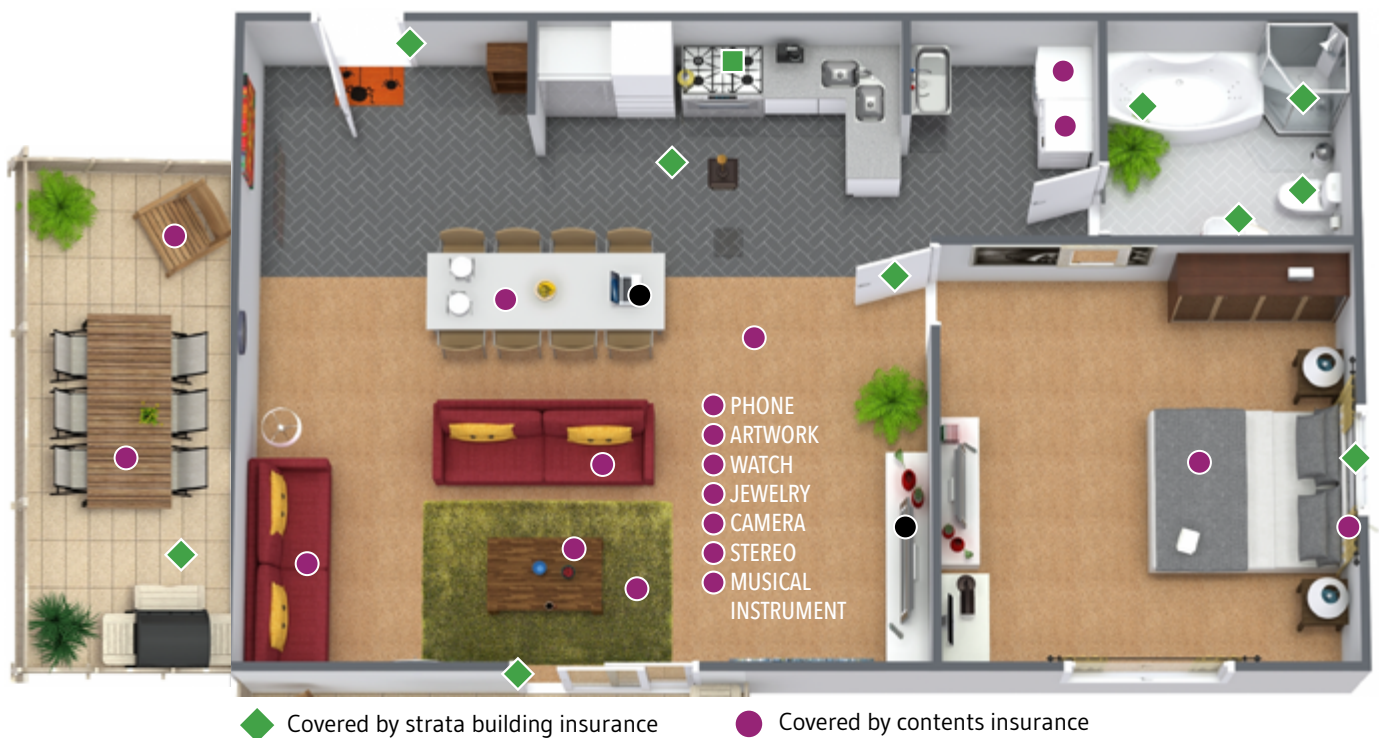


STORM



FIRE

What is covered by Contents Insurance vs Strata Building Insurance?



Why Choose CHU?



Multi Award Winning

Awards include Insurance Business Gold Award winner 2016–2019 and Brokers Pick Best Product 2016–2020.



Almost 1 million properties protected

We are strata specialists, organising the insurance for almost 1 million apartments, unit and townhouses across Australia.



24/7 Claims Process and Emergency Hotline

When you need help the most, CHU's claim process strives to be quick and accessible. Over 40% of claims are processed in under 24 hours.



A Long and Progressive History

CHU arranged the first residential strata plan insurance in Australia over 40 years ago and now offers a wide range of insurance.

www.stratadata.com.au/insurance

LANDLORDS INSURANCE FOR STRATA



STRATA DATA



IS YOUR
INVESTMENT
PROPERTY
PROTECTED?

Is your property an apartment, unit, villa or townhouse?

It is important that you have Landlords Insurance as Residential Strata Insurance only protects the building. CHU Landlords Insurance for Strata is a tax deductible insurance that protects you against loss or damage to your investment property. Plus it ensures you can continue to receive rent if your tenant suddenly departs or damages your property where it is unfit to be occupied.

What's included in your policy

✓ Loss of Rent due to:

Loss or damage	Up to 52 weeks
Departure of tenant	Up to 6 weeks
Default by tenant	Up to 15 weeks

✓ Contents

Against accidental loss or damage	Up to the contents sum insured
Loss or damage to your contents while in the open air	Up to \$3,000
Removal of damaged contents	Up to 10% of the contents sum insured
Burning out of an electric motor (Fusion)	Up to \$2,000
Replacement of locks and keys	Up to \$250

✓ Building Damage

Against loss or damage caused by vandalism, malicious acts or theft by your tenants or their guests to the building	Up to the contents sum insured
---	--------------------------------

✓ Legal Expenses

In connection with defending a claim	Up to \$5,000
--------------------------------------	---------------

✓ Liability to others

	Up to \$30 million
--	--------------------

✓ Government audit costs

Professional costs in connection with an audit from the ATO or other statutory body	\$5,000
Professional fees in connection with a record keeping audit	\$1,000

Please read the Product Disclosure Statement and Policy Wording for full details, scope of coverage, sub-limits, exclusions and conditions. Please refer to Your Schedule and Invoice for the Period of Insurance.

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MALICIOUS DAMAGE



TENANT DEPARTURE



WATER DAMAGE



STORM



FIRE

What is covered by Landlords Insurance vs Strata Building Insurance?



Covered by strata building insurance



Covered by landlords insurance

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www.stratadata.com.au/insurance

Certificate of Title

Title Reference: CT 5033/461
Status: CURRENT
Parent Title(s): CT 4382/901
Dealing(s) Creating Title: SA 7109851
Title Issued: 18/07/1991
Edition: 5

Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
09/04/2025	14/04/2025	14500501	DISCHARGE OF MORTGAGE	REGISTERED	12447199
15/12/2015	15/01/2016	12447199	MORTGAGE	REGISTERED	AUSTRALIAN CENTRAL CREDIT UNION LTD. (ACN: 087 651 125)
29/11/2010	14/12/2010	11499530	TRANSFER	REGISTERED	DORINA VAN DER PENNEN
29/06/2006	13/07/2006	10492681	TRANSFER	REGISTERED	ELAINE MARY CHAPMAN
11/06/2004	30/06/2004	10004894	TRANSFER	REGISTERED	ALLAN JOSIAH LOCHHEAD

Certificate of Title

Title Reference: CT 5033/461
Status: CURRENT
Edition: 5

Dealings

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

Priority Notices

NIL

Registrar-General's Notes

No Registrar-General's Notes exist for this title

Property Interest Report

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

Title Reference	CT 5033/461	Reference No. 2712628
Registered Proprietors	D*VAN DER PENNEN	Prepared 18/09/2025 10:26
Address of Property	Unit 3, 11 PHILIP AVENUE, LEABROOK, SA 5068	
Local Govt. Authority	CITY OF BURNSIDE	
Local Govt. Address	PO BOX 9 GLENSIDE SA 5065	

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

Table of Particulars

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

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

Prescribed encumbrance	Particulars (Particulars in bold indicates further information will be provided)
------------------------	--

1. General

- | | | |
|-----|--|--|
| 1.1 | Mortgage of land

<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | 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

<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | Refer to the Certificate of Title |
| 1.3 | Restrictive covenant

<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | 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.)

<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | 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

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

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

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 <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act, 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1967</i> (repealed) <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	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
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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
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8. Environment Protection Act 1993

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

8.9	section 103P - Notation of site contamination audit report in relation to the land	EPA (SA) does not have any current Orders registered on this title
8.10	section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land	EPA (SA) does not have any current Orders registered on this title
9.	<i>Fences Act 1975</i>	
9.1	section 5 - Notice of intention to perform fencing work	Contact the vendor for these details
10.	<i>Fire and Emergency Services Act 2005</i>	
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.	<i>Food Act 2001</i>	
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.	<i>Ground Water (Qualco-Sunlands) Control Act 2000</i>	
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.	<i>Heritage Places Act 1993</i>	
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.	<i>Highways Act 1926</i>	
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.	<i>Housing Improvement Act 1940 (repealed)</i>	
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.	<i>Housing Improvement Act 2016</i>	

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
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18. *Landscape South Australia Act 2019*

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

Act

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

19. *Land Tax Act 1936*

- | | | |
|------|---|---|
| 19.1 | Notice, order or demand for payment of land tax | A Land Tax Certificate will be forwarded.
If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.

Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates
www.revenuesaonline.sa.gov.au |
|------|---|---|

20. *Local Government Act 1934 (repealed)*

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

21. *Local Government Act 1999*

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

22. *Local Nuisance and Litter Control Act 2016*

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

23. *Metropolitan Adelaide Road Widening Plan Act 1972*

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

24. *Mining Act 1971*

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

24.9	Proclamation with respect to a private mine	Mineral Tenements in the Department of Energy and Mining has no record of any proclamation affecting this title
25. <i>Native Vegetation Act 1991</i>		
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. <i>Natural Resources Management Act 2004 (repealed)</i>		
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. <i>Outback Communities (Administration and Management) Act 2009</i>		
27.1	section 21 - Notice of levy or contribution payable	Outback Communities Authority has no record affecting this title

28. ***Phylloxera and Grape Industry Act 1995***

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

29. ***Planning, Development and Infrastructure Act 2016***

- 29.1 Part 5 - Planning and Design Code
[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]
- Contact the Local Government Authority for the title or other brief description of the zone or subzone in which the land is situated.
- also
- Heritage Branch in DEW has no record of a State Heritage Area created prior to 15 January 1994 under the former South Australian Heritage Act 1978 affecting this title
- also
- For details of this item, including State Heritage Areas which have been authorised or put under interim effect since 15 January 1994, contact the Local Government Authority
- also
- Contact the Local Government Authority for other details that might apply to a place of local heritage value
- also
- For details of declared significant trees affecting this title, contact the Local Government Authority
- also
- The Planning and Design Code (the Code) is a statutory instrument under the ***Planning, Development and Infrastructure Act 2016*** for the purposes of development assessment and related matters within South Australia. The Code contains the planning rules and policies that guide what can be developed in South Australia. Planning authorities use these planning rules to assess development applications. To search and view details of proposed statewide code amendments or code amendments within a local government area, please search the code amendment register on the SA Planning Portal:
https://plan.sa.gov.au/have_your_say/code-amendments/code_amendment_register or phone PlanSA on 1800 752 664.
- 29.2 section 127 - Condition (that continues to apply) of a development authorisation
[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]
- State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title
- also
- Contact the Local Government Authority for other details that might apply
- 29.3 section 139 - Notice of proposed work and notice may require access
- Contact the vendor for these details
- 29.4 section 140 - Notice requesting access
- Contact the vendor for these details
- 29.5 section 141 - Order to remove or perform work
- State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title
- also
- Contact the Local Government Authority for other details that might apply
- 29.6 section 142 - Notice to complete development
- State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title
- also
- Contact the Local Government Authority for other details that might apply
- 29.7 section 155 - Emergency order
- State Planning Commission in the Department for Housing and Urban Development

has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply

29.8 section 157 - Fire safety notice

Building Fire Safety Committee in the Department for Housing and Urban Development has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply

29.9 section 192 or 193 - Land management agreement

Refer to the Certificate of Title

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

29.12 Part 16 Division 1 - Proceedings

Contact the Local Government Authority for details relevant to this item

also

Contact the vendor for other details that might apply

29.13 section 213 - Enforcement notice

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

also

Contact the Local Government Authority for other details that might apply

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

Contact the Local Government Authority for details relevant to this item

also

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

30. *Plant Health Act 2009*

30.1 section 8 or 9 - Notice or order concerning pests

Plant Health in PIRSA has no record of any notice or order affecting this title

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

31.1 Part 3 - Notice

Public Health in DHW has no record of any notice or direction affecting this title

also

Contact the Local Government Authority for other details that might apply

31.2 *Public and Environmental Health (Waste Control) Regulations 2010 (or 1995)* (revoked) Part 2 - Condition (that continues to apply) of an approval

Public Health in DHW has no record of any condition affecting this title

also

Contact the Local Government Authority for other details that might apply

31.3 *Public and Environmental Health (Waste Control) Regulations 2010* (revoked) regulation 19 - Maintenance order (that has not been complied with)

Public Health in DHW has no record of any order affecting this title

also

Contact the Local Government Authority for other details that might apply

32. ***South Australian Public Health Act 2011***

- | | | |
|------|---|---|
| 32.1 | section 66 - Direction or requirement to avert spread of disease | Public Health in DHW has no record of any direction or requirement affecting this title |
| 32.2 | section 92 - Notice | Public Health in DHW has no record of any notice affecting this title

also

Contact the Local Government Authority for other details that might apply |
| 32.3 | <i>South Australian Public Health (Wastewater) Regulations 2013</i> Part 4 - Condition (that continues to apply) of an approval | Public Health in DHW has no record of any condition affecting this title

also

Contact the Local Government Authority for other details that might apply |

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

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

34. ***Water Industry Act 2012***

- | | | |
|------|---|--|
| 34.1 | Notice or order under the Act requiring payment of charges or other amounts or making other requirement | An SA Water Certificate will be forwarded.
If you do not receive the certificate please contact the SA Water Customer Contact Centre on 1300 650 950

also

The Office of the Technical Regulator in DEM has no record of any notice or order affecting this title

also

Lightsview Re-Water Supply Co Pty Ltd has no record of any notice or order affecting this title.

also

Robusto Investments Pty. Ltd. trading as Compass Springs has no current record of any notice or order affecting this title.

also

Alano Utilities Pty. Ltd. has no record of any notice or order affecting this title. |
|------|---|--|

35. ***Water Resources Act 1997 (repealed)***

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

36. ***Other charges***

- | | | |
|------|--|--|
| 36.1 | Charge of any kind affecting the land (not included in another item) | Refer to the Certificate of Title

also

Contact the vendor for these details

also

Contact the Local Government Authority for other details that might apply |
|------|--|--|

Other Particulars

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

- | | |
|--|---|
| 1. Particulars of transactions in last 12 months | Contact the vendor for these details |
| 2. Particulars relating to community lot (including strata lot) or development lot | Enquire directly to the Secretary or Manager of the Community Corporation |
| 3. Particulars relating to strata unit | Enquire directly to the Secretary or Manager of the Strata Corporation |
| 4. Particulars of building indemnity insurance | Contact the vendor for these details
also
Contact the Local Government Authority |
| 5. Particulars relating to asbestos at workplaces | Contact the vendor for these details |
| 6. Particulars relating to aluminium composite panels | Please note that the audit is limited to classes of buildings, and that this note does not confirm the presence or absence of Aluminium Composite Panelling. Contact the vendor for relevant details. |
| 7. Particulars relating to court or tribunal process | Contact the vendor for these details |
| 8. Particulars relating to land irrigated or drained under Irrigation Acts | SA Water will arrange for a response to this item where applicable |
| 9. Particulars relating to environment protection | Contact the vendor for details of item 2
also
EPA (SA) has no record of any particulars relating to items 3, 4 or 5 affecting this title
also
Contact the Local Government Authority for information relating to item 6 |
| 10. Particulars relating to <i>Livestock Act, 1997</i> | 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 (<i>Dog Fence Act 1946</i>) | This title falls outside the Dog Fence rateable area. Accordingly, the Dog Fence Board holds no current interest in relation to Dog Fence rates. |
| 9. Pastoral Board (<i>Pastoral Land Management and Conservation Act 1989</i>) | The Pastoral Board has no current interest in this title |
| 10. Heritage Branch DEW (<i>Heritage Places Act 1993</i>) | 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.



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: 2712628

DUNCAN SANDE & ASSOCIATES
POST OFFICE BOX 3033
NORWOOD SA 5067

DATE OF ISSUE

18/09/2025

ENQUIRIES:

Tel: (08) 8372 7534

Email: contactus@revenuesa.sa.gov.au

OWNERSHIP NUMBER

12470448

OWNERSHIP NAME

D VAN DER PENNEN

PROPERTY DESCRIPTION

3 / 11 PHILIP AVE / LEABROOK SA 5068 / UNIT 3

ASSESSMENT NUMBER

1847217007

TITLE REF.

(A "+" indicates multiple titles)

CT 5033/461

CAPITAL VALUE

\$360,000.00

AREA / FACTOR

R4
1.000

LAND USE / FACTOR

RE
0.400

LEVY DETAILS:

FINANCIAL YEAR

2025-2026

FIXED CHARGE

+ VARIABLE CHARGE

- REMISSION

- CONCESSION

+ ARREARS / - PAYMENTS

= AMOUNT PAYABLE

\$ 50.00
\$ 121.80
\$ 73.30
\$ 0.00
\$ -98.50
\$ 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 Certificate will be issued free of charge. It is not the due date for payment.

EXPIRY DATE

17/12/2025



**Government of
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



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

OFFICIAL: Sensitive

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

 Billers Code: 456285 Ref: 7008252111 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
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ACTION REQUIRED: In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.

**RevenueSA**

DEPARTMENT OF TREASURY AND FINANCE

ABN 19 040 349 865
Land Tax Act 1936**CERTIFICATE OF LAND TAX PAYABLE**

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

PIR Reference No: 2712628

DATE OF ISSUE

18/09/2025

DUNCAN SANDE & ASSOCIATES
POST OFFICE BOX 3033
NORWOOD SA 5067

ENQUIRIES:

Tel: (08) 8372 7534

Email: contactus@revenuesa.sa.gov.au**OWNERSHIP NAME**

D P VAN & ANR

FINANCIAL YEAR

2025-2026

PROPERTY DESCRIPTION

3 / 11 PHILIP AVE / LEABROOK SA 5068 / UNIT 3

ASSESSMENT NUMBER

1847217007

TITLE REF.

(A "+" indicates multiple titles)

CT 5033/461

TAXABLE SITE VALUE

\$285,000.00

AREA

0.0000 HA

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

CURRENT TAX	\$	1,425.00	SINGLE HOLDING	\$	0.00
- DEDUCTIONS	\$	0.00			
+ ARREARS	\$	1,649.10			
- PAYMENTS	\$	0.00			
= AMOUNT PAYABLE	\$	3,074.10			

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**17/12/2025****Government of
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

**RevenueSA**

DEPARTMENT OF TREASURY AND FINANCE

Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE**PAYMENT REMITTANCE ADVICE****OWNERSHIP NUMBER**

T0778082

OWNERSHIP NAME

D P VAN & ANR

AGENT NUMBER

100018849

ASSESSMENT NUMBER

1847217007

AGENT NAME

DUNCAN SANDE & ASSOCIATES

AMOUNT PAYABLE

\$3,074.10

PAYABLE ON OR BEFORE

17/12/2025

+70082520200012> +000927+ <0550936884> <0000307410> +444+

OFFICIAL: Sensitive

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

 Billers Code: 456293 Ref: 7008252020 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
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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.

Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
18 47217 00 7	CT5033461	19/9/2025	198	2712628

DUNCAN SANDE & ASSOC
 PO BOX 3033
 NORWOOD SA 5067
 office@duncansande.com.au

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: D VAN DER PENNEN
 Location: U3 11 PHILIP AVE LEABROOK UNIT 3
 Description: 3H ST Capital Value: \$ 360 000
 Rating: Residential

Periodic charges

Raised in current years to 30/9/2025

			\$
	Arrears as at: 30/6/2025	:	230.70
Water main available: 1/7/1973	Water rates	:	82.30
Sewer main available: 1/7/1973	Sewer rates	:	94.00
	Water use	:	42.00
	SA Govt concession	:	0.00
	Recycled Water Use	:	0.00
	Service Rent	:	0.00
	Recycled Service Rent	:	0.00
	Other charges	:	10.20
	Goods and Services Tax	:	0.00
	Amount paid	:	0.00
	Balance outstanding	:	459.20

Degree of concession: 00.00%
 Recovery action taken: RECOVERY NOTICE

Next quarterly charges: Water supply: 82.30 Sewer: 94.00 Bill: 8/10/2025

This account has no meter of its own but is supplied from account no 18 47214 99 *.

The Water Use apportionment option is Even.

The apportionment percentage for this account is 16.66%.

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

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

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

Next action may be the forwarding of debt details to a collection agency for recovery of the unpaid charges (no costs incurred at this stage). Recovery action may include a visit to the property, restriction of water supply and/or commencement of legal action. All costs incurred will be on charged to the property. If further information is required please contact SA Waters Collection Unit on telephone (08) 7424 1560.

South Australian Water Corporation

Name:
D VAN DER PENNEN

Water & Sewer Account
Acct. No.: 18 47217 00 7

Amount: _____

Address:
U3 11 PHILIP AVE LEABROOK UNIT 3

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	1847217007



Bill code: 8888
Ref: 1847217007

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: 1847217007



**Government of
South Australia**

South Australian Water Corporation
250 Victoria Square/Tarntanyangga
Adelaide SA 5000
GPO Box 1751 Adelaide SA 5001

1300 SA WATER
(1300 729 283)
ABN 69 336 525 019
sawater.com.au



Section 48 Notice

This notice is to be retained by the Tenant

Information to be provided by landlords to tenants

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

1. AGENT: Company Name/Legal Entity: NSP Estates Pty Ltd T/As LJ Hooker Kensington

Company Representative: Mariah Brierley

ABN (if applicable): 85 588 206 239

RLA No: RLA212249

Street 1: 295 Kensington Road

Street 2:

Suburb: Kensington Park

State: SA

Postcode: 5068

Telephone: W: 08 8431 8953

M: 0420 987 373

Email: rentals@ljhookerkensington.com.au

Address for service of documents if different to above:

2. LANDLORD 1: Full Name: Dorina Bonifacio

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

Street 1: 42 Seventh Ave

Street 2:

Suburb: ST PETERS

State: SA

Postcode: 5069

ABN (if applicable):

LANDLORD 2: Full Name:

Address for service of documents for Landlord 2 if different from Landlord 1 (cannot be Agent's address for service):

Street 1:

Street 2:

Suburb:

State:

Postcode:

ABN (if applicable):

If landlord is a company, address of registered office of the company if different to above:

Street 1:

Street 2:

Suburb:

State:

Postcode:

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

3. PERSON(S) WITH SUPERIOR TITLE TO LANDLORD (if applicable)

Street 1:

Street 2:

Suburb:

State:

Postcode:

ABN (if applicable):

INITIALS

Initials not required if using electronic signature



Residential Tenancy Agreement: Schedule

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

1. **AGENT:** Company Name/Legal Entity: **NSP Estates Pty Ltd T/As LJ Hooker Kensington**

Company Representative: **Mariah Brierley**

ABN (if applicable): **85 588 206 239**

RLA No: **RLA212249**

Street 1: **295 Kensington Road**

Street 2:

Suburb: **Kensington Park**

State: **SA**

Postcode: **5068**

Telephone: **W: 08 8431 8953**

M: 0420 987 373

Email: **rentals@ljhookerkensington.com.au**

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

2. **LANDLORD 1:** Full Name: **Dorina Bonifacio**

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

Street 1: **42 Seventh Ave**

Street 2:

Suburb: **ST PETERS**

State: **SA**

Postcode: **5069**

ABN (if applicable):

LANDLORD 2: Full Name:

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

Street 1:

Street 2:

Suburb:

State:

Postcode:

ABN (if applicable):

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

3. **TENANT 1:** Full Name: **Lindy-Ann Cozens- Masri**

Telephone: **0455990177**

Email address for service of documents: **lindy.masri@gmail.com**

TENANT 2: Full Name:

Telephone:

Email address for service of documents:

TENANT 3: Full Name:

Telephone:

Email address for service of documents:

TENANT 4: Full Name:

Telephone:

Email address for service of documents:

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

4. PREMISES

Street 1: **3/11 Philip Avenue**

Street 2:

Suburb: **Leabrook**

State: **SA**

Postcode: **5068**

5. TERM

☒ Fixed:

Commencement Date: **07 / 12 / 2023** End Date: **04 / 12 / 2024**

☐ Periodic:

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

INITIALS

Initials not required if using electronic signature



Residential Tenancy Agreement: Schedule

6. RENT

Amount: Words: Three Hundred And Eighty Dollars

\$ 380.00

Per (period): Week

Payable in advance: ☐ Weekly ☐ Fortnightly ☐ Calendar monthly

Payments: First Payment of \$ 760.00 on 07 / 12 / 2023 with the

next payment of \$ 760.00 on 21 / 12 / 2023

and thereafter: \$ 760.00 on the Thursday of each Fortnight

Payment Method: Internet Transfer ☒

Other BPay Biller Code: 4481 Use Reference: 49571649

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

7. BOND

Words: One Thousand Five Hundred And Twenty Dollars

\$ 1,520.00

8. OUTGOINGS (Clause 3.1.3)

☒ All water usage costs adjusted for the period of tenancy

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

☒ All water supply charges adjusted for the period of tenancy

No charge for water

Other (specify)

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

Service

Apportionment

9. INSURANCE (Clause 3.1.13)

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

10. EXCLUSION OF ANY PART OF PROPERTY

Parts of property not included in this agreement:

11. PETS APPROVED

☒ No

Yes - Refer to Annexure - Pet Agreement

INITIALS

Initials not required if using electronic signature

Residential Tenancy Agreement: Schedule

12. REPAIR INSTRUCTIONS

☒ Always contact Agent

☐ Nominated contact

Contact 1:

Name:

Telephone:

Contact 2:

Name:

Telephone:

13. ADDITIONAL CONDITIONS

☐ N/A

☐ As detailed below

☐ See annexure

1. Rent Payment - The Tenant agrees that the rent is to be paid a minimum two weeks in advance at all times. Furthermore the tenant agrees that appropriate action will be taken if this is not adhered to. This may include eviction.

2. Smoking - Smoking is prohibited inside the premises at all times

3. Pets - Pets are not permitted on the property without prior written authorization.

4. Hooks and Nails etc - The tenant agrees not to insert any hooks into the walls without prior written permission. Under no circumstances are the tenants to use BluTak. Should the tenant wish to add any hooks, a detailed written request must be submitted to the agent for approval by the Landlord.

5. Filters (Air conditioners and Heaters) - The tenant agrees to regularly clean filters and air intake vents for air conditioners and heating or cooling units.

6. Maintenance - The Tenant agrees to report all maintenance and damage in writing to the agent as soon as possible.

7. Tradesman Access - Should the tradesperson need to rearrange a maintenance schedule as a result of being unable to enter the property as originally arranged with the tenant, then the tenant agrees that all further charges incurred will need to be paid by the tenant

8. Cleanliness - The tenant agrees to keep the property in a reasonably clean and tidy condition at all times throughout the tenancy.

9. Timber and Hard Floors and Surfaces - The Tenant agrees to place felt pads on all furniture to be placed on timber floors and hard surface. Furthermore, the tenant agrees not to wear stiletto heels on any sealed floor. Should damage to sealed floors occur then the tenant will be held responsible and must return the floor to original condition.

10. Routine Inspections Inspections are generally carried out 4 months; however under the Tenancy Act there is no maximum number of inspections allowable. The tenant will receive 7-14 days written notice of the date and approximate time we will inspect the property.

11. Lease Break - Should the Tenant vacate the property before the lease expires, then the tenant agrees to pay the Letting fee and Advertising costs in accordance with the Residential Tenancies Act, and all rent until a new Tenant is found and approved and a new lease has commenced. ADVERTISING WILL NOT COMMENCE UNTIL THE TENANT HAS VACATED THE PROPERTY AND RETURNED ALL KEYS TO OUR OFFICE.

12. Cleaning when Vacating - The Tenant agrees to leave the property in clean condition when vacating the property.

13. Smoke Alarms - The tenant agrees to report immediately if the unit is not working. Under no circumstances is the smoke alarm to be tampered with, covered or removed..

14. Strata - Where applicable, tenants must abide by all rules and regulations as set down by the Body Corporate or Strata Manager.

15. Rubbish Tenants must use the allocated Rubbish bins or allocated refuse area.

16. Parking - Where applicable, the tenant agrees to park only in the allocated car space provided. Furthermore, the Tenant agrees to keep the car parking space clean and remove all oil spills. If necessary, the tenant agrees to provide their own drip tray.

17. Insurance The tenant agrees to take out minimum contents insurance at all times for all personal possessions and items. The tenants items are not covered by the Landlords insurance.

18. Noise - The tenant must be mindful of visitors and ensure adjoining neighbours are not disturbed and allow quiet enjoyment and use of the property.

19. Rent Increase - The landlord reserves the right under Section 55 of the Act to review the rent to reflect market conditions.

20. Defence Forces - If, prior to the termination of this agreement, or any subsequent agreement, the tenant, being a serving member of the Australian Defence Force, is posted to a different posting locality or is directed to occupy service accommodation, the tenant may terminate the lease on provision of 28 days notice in writing.

21. Inventory - Where applicable, the Inventory forms part of the lease. Please note that all Inventory items are to be returned to their original position and cleaned upon vacating. Please also replace all items damaged or lost prior to returning keys.

22. Gardens Tenants agree to maintain all gardens. This includes but is not limited to lawn mowing, edging, weeding and watering.

23. ADDENDUM Tenants will be charged \$110 inc GST for any change of tenancies required including adding or removing tenants.

24. OTHER ITEMS - Tenants are not to light any fires inside the property. (This includes the use of all fireplaces)

INITIALS

Initials not required if using electronic signature

Residential Tenancy Agreement: Terms and Conditions

1. AGREEMENT

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

2. DEFINITIONS AND INTERPRETATION

In this Agreement, unless a contrary intention appears:

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

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

3. TENANT'S RIGHTS AND OBLIGATIONS

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

- 3.1.1 pay the Rent to the Agent in full in the manner and at the times specified in Item 6 of the Schedule, unless the Agent has given the Tenant a notice in writing setting out an alternative method;
- 3.1.2 pay the Bond to the Agent;
- 3.1.3 pay all outgoings of the Property to the Agent including gas, electricity, telephone and oil, together with rates and charges for water specified in Item 8 of the Schedule, within fourteen (14) days of receipt of a notice for payment;
- 3.1.4 keep the Property clean and secure, immediately notify the Landlord or the Agent of any damage to the Property and immediately report to the Landlord or the Agent any breakdown or fault in the equipment, electrical, smoke detectors or plumbing services in or on the Property;
- 3.1.5 pay the cost of repair to "the Plumbing" (as defined in clause 3.2.3) when damage to it is as a result of a breach by the Tenant of this Agreement;
- 3.1.6 keep the Property clear of rubbish, place household rubbish in a bin of the type approved by the local council, put the bin out for collection on the day of collection and retrieve it as soon as possible after it has been emptied;
- 3.1.7 regularly mow the lawn, weed and water the garden to at least maintain any garden that is part of the Property to the same standard as applied at the commencement of the Term;
- 3.1.8 keep all drains clear and not intentionally nor negligently do anything that will interfere with the proper operation of any Plumbing or drainage system on the Property;
- 3.1.9 use the Premises solely as a place of residence;
- 3.1.10 pay the cost of any repairs necessary because of damage to the Property as the result of an act or omission of the Tenant or any invitee of the Tenant;
- 3.1.11 return to the Agent's office the completed Inspection Sheet required by the Regulations under the Act within fourteen (14) days of the commencement of the Term, together with details of any disputed item on that Inspection Sheet;
- 3.1.12 where the Property includes a swimming pool or spa:
 - 3.1.12.1 supply and bear the cost of all necessary labour, chemicals and treatments to maintain the present condition of the swimming pool or spa;
 - 3.1.12.2 observe any instructions from the Landlord about the use or maintenance of the swimming pool or spa, including the correct chemical levels;
 - 3.1.12.3 not drain the swimming pool or spa without prior written consent of the Landlord;
 - 3.1.12.4 advise the Landlord or the Agent immediately upon becoming aware of any equipment, including fences or gates, being damaged or malfunctioning or of the condition of the pool or spa deteriorating such that remedial treatment is required;
- 3.1.13 effect and maintain any policy of insurance specified in Item 9 of the Schedule during the Term and, on demand, produce to the Landlord or the Agent a certificate of currency for that insurance;
- 3.1.14 indemnify and keep indemnified the Landlord and the Agent in respect of loss incurred or suffered as a result of any breach of this Agreement by the Tenant or any negligent act arising from the Tenant's use of the Property:
 - 3.1.14.1 this indemnity includes, without limitation, loss due to bodily injury, sickness, or death or loss, destruction or damage to property;
 - 3.1.14.2 this indemnity survives the expiration or termination of this Agreement.

INITIALS

Initials not required if using electronic signature

Residential Tenancy Agreement: Terms and Conditions

- 3.2 The Tenant must not without the prior written consent of the Landlord:
- 3.2.1 use, cause or permit the Property to be used for an illegal or unauthorised purpose;
 - 3.2.2 intentionally or negligently cause or allow others to intentionally or negligently damage the Property (including by driving nails, plugs or screws or fixing any adhesive material to any part of the Property);
 - 3.2.3 use any sink, basin, bath, lavatory, drain or similar facility ("the Plumbing") in or connected to the Property for other than their intended purpose;
 - 3.2.4 damage the Plumbing or the drainage or sewerage systems of the Property;
 - 3.2.5 affix any fixture or make any renovation, alteration or addition to the Property;
 - 3.2.6 remove or alter any fixture or device on the Property;
 - 3.2.7 cause or permit a nuisance or any interference with the reasonable peace, comfort or privacy of any person who resides in the immediate vicinity of the Property;
 - 3.2.8 assign this tenancy or sublet the Property. The Landlord may charge their reasonable expenses to the Tenant in giving consent to or considering an application for consent from the Tenant to sublet the Property or assign their interest in the tenancy;
 - 3.2.9 affix any television antenna, cable TV or satellite dish to the Property;
 - 3.2.9.1 it is acknowledged by the tenant that the landlord and/or the agent do not represent or guarantee that a telephone line or a television aerial is connected to the Premises, even if one or more telephone / aerial plug/s is located in the Premises;
 - 3.2.10 install any air-conditioning unit on or in the Premises;
 - 3.2.11 keep any animals (including reptiles, mammals, birds, poultry or fish) on the Property;
 - 3.2.12 permit any bicycle or motor cycle to be brought into the living areas of the Premises or left anywhere in or near the Premises other than in an agreed parking place;
 - 3.2.13 place any advertisement, notice or sign on or in the Property;
 - 3.2.14 interfere with any machinery, plant or equipment belonging to the Landlord on the Property other than to operate it in accordance with the Landlord's or the manufacturer's instructions;
 - 3.2.15 allow any person other than the intended occupants notified to the Landlord prior to the commencement of this Agreement to remain on the Property for more than fourteen (14) days;
 - 3.2.16 alter, remove or add any locks or other security devices to the Property. In the event consent is granted, the Tenant must supply any key, device or updated security code to the Agent as soon as practicable;
 - 3.2.17 cause or permit smoking within the Premises.
- 3.3 Where the Premises are a unit or lot under the *Strata Titles Act 1988* or the *Community Titles Act 1996* or are comprised in another form of multiple dwelling, the Tenant must not breach or permit a breach of the applicable Act or the Articles/By Laws of the Corporation made under that Act, or (in regard to other premises) of any Articles or Rules that apply and in particular must not:
- 3.3.1 park any motor vehicle or motor cycle in any place other than an allotted parking space;
 - 3.3.2 deposit any rubbish around the Property or any neighbouring properties other than in a bin provided for the purpose;
 - 3.3.3 place any pot or plant container or personal items on any window sill, balustrade, balcony or passageway or in any common areas;
 - 3.3.4 hang washing anywhere other than in areas provided for that purpose;
 - 3.3.5 use any communal laundry outside the times set by the Corporation.

4. LANDLORD'S RIGHTS AND OBLIGATIONS

- 4.1 Subject to the Act, the Landlord must:
- 4.1.1 provide the Property in a reasonable state of cleanliness;
 - 4.1.2 provide and maintain the Property in a reasonable state of repair having regard to its age, character and prospective life, however the Landlord will not be regarded as being in breach of the obligation to repair unless the Landlord has been given written notice by the Tenant of the defect requiring repair and the Landlord fails to act with reasonable diligence to have the defect repaired;
 - 4.1.3 provide and maintain such locks and other devices as are necessary to ensure that the Property is reasonably secure;
 - 4.1.4 pay all rates, taxes and charges imposed in respect of the Property other than rates and charges for water that are agreed to be paid by the Tenant and specified in Item 8 of the Schedule;
 - 4.1.5 allow the Tenant to have quiet enjoyment of the Property during the Term.
- 4.2 The Landlord must not:
- 4.2.1 cause or permit any interference with the reasonable peace, comfort or privacy of the Tenant in the use by the Tenant of the Property;
 - 4.2.2 except where the Tenant is in default of this Agreement, alter, remove or add any lock or device of the type referred to in clause 4.1.3 without the Tenant's written or verbal consent.
- 4.3 Subject to the Act, the Landlord may increase the Rent and Bond during the Term, even if this Agreement is for a fixed term. If the Agreement is for a fixed term, any rent increase during the Term must be either by mutual agreement or in accordance with clause 4.4.

INITIALS

Initials not required if using electronic signature

Residential Tenancy Agreement: Terms and Conditions

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

4.4.1 the rent will be increased to \$ per on / / ;
and to \$ per on / / ; or

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

5. TERMINATION AND HOLDING OVER

The Landlord and Tenant agree:

- 5.1 this Agreement may only be terminated in accordance with the Act;
- 5.2 subject to clause 5.3, the Landlord may terminate this Agreement on seven (7) days notice to the Tenant if the Tenant breaches it in any respect whatsoever;
- 5.3 where the Landlord proposes to give a notice terminating this Agreement for non-payment of rent, the Rent must have been in arrears for at least fourteen (14) days before a notice of termination can be given;
- 5.4 if, with the approval of the Landlord, the Tenant remains in occupation of the Property after the expiration of the Term, this Agreement continues until determined by either party in accordance with the Act;
- 5.5 if the Tenant breaches this Agreement during its Term, and the Landlord re-lets the Property, then the Tenant will pay to the Agent the Landlord's reasonable re-letting costs including advertising, letting fee and any out of pocket expenses, together with the Rent to the date on which the Tenant is released (if applicable) from this Agreement;

6. PRIVACY ACT 1988

- 6.1 The parties agree and acknowledge that the Agent uses personal information collected from the Landlord and Tenant to act as the Landlord's agent and to perform their obligations under this Agreement. The Agent may also use such information collected to promote the services of the Agent and/or seek potential clients.
- 6.2 The Agent may disclose information to other parties including media organisations, on the internet, to potential tenants, or to clients of the Agent both existing and potential, as well as to tradespeople, owners, corporations, government and statutory bodies, other agents, and to third party operators of tenancy reference databases. By entering into this Agreement the Tenant acknowledges that if they fail to comply with their obligations under this Agreement that fact and any other relevant information collected about the Tenant during the course of the tenancy may also be disclosed to other agents and third party operators of tenancy reference databases.
- 6.3 The Agent will only disclose information in this way to other parties as required to perform their duties under this Agreement, to achieve the purposes specified above or as otherwise allowed under the *Privacy Act 1988*.
- 6.4 If the Tenant would like to access this information, they can do so by contacting the Agent at the address and contact numbers contained in this Agreement. The Tenant can also correct this information if it is inaccurate, incomplete or out-of-date.

7. ELECTRONIC COMMUNICATION

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

8. ADDITIONAL CONDITIONS

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

9. GENERAL

- 9.1 This Agreement is governed by and construed in accordance with the laws from time to time in force in South Australia and the parties submit to the non-exclusive jurisdiction of the Courts of this State.
- 9.2 If any provision of this Agreement shall be found by a court of competent jurisdiction to be invalid or unenforceable in law, then in such case the parties hereby request and direct such court to sever such provision from this Agreement.

INITIALS

Initials not required if using electronic signature



Residential Tenancy Agreement: Execution Page

EXECUTED AS AN AGREEMENT

The Tenant(s) acknowledge receipt of:

- | | |
|---|--|
| ☒ Section 48 Notice | ☒ Number of Keys <input type="text"/> |
| ☒ A copy of this Agreement | ☐ Number of Remote control devices <input type="text"/> |
| ☒ Information Brochure (Residential Tenancies Act 1995) | ☒ Strata Articles |
| ☒ Property Condition Report (2 copies) | ☐ Community Title By-laws |
| ☐ Manufacturers' Manuals – refer Annexure | ☐ Statutory Notice for Short Term Tenancy |
| ☐ Additional fees and charges - refer Annexure | ☐ Other <input type="text"/> |
| ☐ Additional Conditions Annexure | ☐ Other <input type="text"/> |

Signed by Tenant 1

Lindy-Ann Cozens- Masri

Date: 16/11/2023

Tenant Name

Lindy-Ann Cozens- Masri

Signed by Tenant 2

Date:

Tenant Name

Signed by Tenant 3

Date:

Tenant Name

Signed by Tenant 4

Date:

Tenant Name

Signed by or on behalf of Landlord

M. Brierley

Date: 17/11/2023

☒ Agent as authorised ☐ Landlord

Note:

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

NOTE: ALL PARTIES SHOULD INITIAL ALL PAGES

NOTICE TO TENANT OF LEASE EXTENSION

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

To

Tenant 1: Tenant 2:

Tenant 3: Tenant 4:

Tenant 5: Tenant 6:

Tenant 7: Tenant 8:

(insert name of tenant(s))

Address of rented premises:

Street 1:

Street 2:

Suburb: State: Postcode:

I give you notice that your current lease expires on / /

(insert date)

Your current rent is per

(insert amount)

(insert rental period eg fortnight, calendar month)

I wish to offer you an extension of your lease for a further months ~~weeks~~

(Strike out whichever is not appropriate)

The lease extension will expire on / /

(insert date)

The rent will / will not be increased / will be decreased.

(Strike out whichever is not applicable)

The new rent will be per with the first payment due on / /

(insert amount)

(insert rental period eg fortnight, calendar month)

(insert date)

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

☐ N/A ☒ As detailed below ☐ See annexure

All payments to be made via Ailo

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

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

PLEASE NOTE:

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

**NOTICE TO TENANT OF LEASE EXTENSION**

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

Signed by Tenant 1

*Lindy-Ann Cozens-Masri*Date: **29/10/2024**

Tenant Name

Lindy-Ann Cozens-Masri

Signed by Tenant 2

Date:

Tenant Name

Signed by Tenant 3

Date:

Tenant Name

Signed by Tenant 4

Date:

Tenant Name

Signed by Tenant 5

Date:

Tenant Name

Signed by Tenant 6

Date:

Tenant Name

Signed by Tenant 7

Date:

Tenant Name

Signed by Tenant 8

Date:

Tenant Name

Signed by or on behalf of the Landlord

*Rebecca Jeffs*Date: **04/11/2024**☒ Agent as authorised ☐ Landlord



NOTICE TO TENANT OF RENT INCREASE

To

Tenant 1:	Lindy-Ann Cozens-Masri	Tenant 2:	
Tenant 3:		Tenant 4:	
Tenant 5:		Tenant 6:	
Tenant 7:		Tenant 8:	

(insert name of tenant(s))

Address of rented premises:

Street 1:	3/11 Philip Avenue		
Street 2:			
Suburb:	Leabrook	State:	SA
		Postcode:	5068

I give you notice that the new rent will be increased to \$ 390.00 per Week
(insert amount) (insert rental period eg fortnight, calendar month)

with the first payment due on 05 / 12 / 2024
(insert date)

Signed by or on behalf of the Landlord

☒ Agent as authorised ☐ Landlord

MBrierley

Date: 29/10/2024