

MAGAIN

Denham Property Sales Pty Ltd T/A Magain Real Estate
Shop 2, 515 Brighton Road, Brighton 5048
Tel: 08 8398 1494 Agent No: 299713

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:

SUNRISE PROPERTY CUSTODIAN PTY. LTD. ACN 652 895 273

Address:

10 Diagonal Road, Glenelg East SA 5045

4 Vendor's registered agent:

Denham Property Sales Pty Ltd T/A Magain Real Estate

Address:

Shop 2, 515 Brighton Road, Brighton 5048

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 10 Diagonal Road, Glenelg East SA 5045 and being whole of the land in Certificate of Title

Volume 6255 Folio 368 and being whole of Lot Comprising Pieces 1 and 2 on Primary Community Plan 6830 in
the Area named Glenelg East in the Hundred of Noarlunga

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:

10 Diagonal Road, Glenelg East SA 5045

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

- (c) transmitted by fax or email to the following fax number or email address:
travis@magain.com.au

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

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

Shop 2, 515 Brighton Road, Brighton 5048

(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~~,

Marion Kennedy

of

10 Diagonal Road, Glenelg East SA 5045

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,

Travis Denham

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	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Refer to Certificate of Title</p> <p>Number of mortgage (if registered): 13623813</p> <p>Name of mortgagee: SECURE FUNDING PTY. LTD. (ACN: 081 982 872)</p>	<input checked="" type="checkbox"/> YES
1.2 Easement (whether over the land or annexed to the land)	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Refer to Property Interest report (page 12)</p> <p>Description of land subject to easement: Refer to Property Interest report (page 12)</p> <p>Nature of easement: Electricity and Telecommunications Infrastructure - Building Restrictions and Statutory Easements (including those related to gas, water and sewage)</p> <p>Are you aware of any encroachment on the easement? NO</p> <p>(If YES, give details):</p> <p>If there is an encroachment, has approval for the encroachment been given?</p> <p>(If YES, give details):</p>	<input checked="" type="checkbox"/> NO YES
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> N/A	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Nature of restrictive covenant:</p> <p>Name of person in whose favour restrictive covenant operates:</p> <p>Does the restrictive covenant affect the whole of the land being acquired?</p> <p>(If NO, give details):</p> <p>Does the restrictive covenant affect land other than that being acquired?</p>	<input type="checkbox"/> YES/NO YES/NO

Column 1	Column 2	Column 3
1.4 Lease, agreement for lease, tenancy agreement or licence	<p>Is this item applicable?</p> <p>Will this be discharged or satisfied prior to or at settlement?</p> <p>Are there attachments?</p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Refer to Lease agreement, lease extension & Addendum to lease agreement</p> <p>Names of parties:</p> <p>Marilyn Marks & Thomas Marks</p> <p>Period of lease, agreement for lease etc:</p> <p>From: 19/2/2024</p> <p>To: 15/2/2026</p> <p>Amount of rent or licence fee:</p> <p>\$580.00</p> <p>per (period)</p> <p>Week</p> <p>Is the lease, agreement for lease etc in writing?</p> <p>YES</p> <p>If the lease or licence was granted under an Act relating to the disposal of Crown lands, specify-</p> <p>(a) the Act under which the lease or licence was granted:</p> <p>(b) the outstanding amounts due (including any interest or penalty):</p>	<input checked="" type="checkbox"/>
<p>[Note -</p> <p><i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>		
<p>5. Development Act 1993 (repealed)</p>		
5.1 section 42 - Condition (that continues to apply) of a development authorisation	<p>Is this item applicable?</p> <p>Will this be discharged or satisfied prior to or at settlement?</p> <p>Are there attachments?</p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Refer to city of Holdfast Bay council Searches</p> <p>Condition(s) of authorisation:</p> <p>Refer to city of Holdfast Bay council Searches</p>	<input checked="" type="checkbox"/>
<p>[Note -</p> <p><i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>		
<p>6. Repealed Act conditions</p>		
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)	<p>Is this item applicable?</p> <p>Will this be discharged or satisfied prior to or at settlement?</p> <p>Are there attachments?</p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Refer to City of Holdfast Bay Council Searches</p> <p>Nature of condition(s):</p> <p>Refer to City of Holdfast Bay Council Searches</p>	<input checked="" type="checkbox"/>
<p>[Note -</p> <p><i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>		
<p>7. Emergency Services Funding Act 1998</p>		
7.1 section 16 - Notice to pay levy	<p>Is this item applicable?</p> <p>Will this be discharged or satisfied prior to or at settlement?</p> <p>Are there attachments?</p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Refer to Certificate of Emergency Services Levy Payable</p> <p>Date of notice:</p> <p>2/12/2025</p> <p>Amount of levy payable:</p> <p>\$0.00</p>	<input checked="" type="checkbox"/>
<p>8. Environment Protection Act 1993</p>		

Column 1	Column 2	Column 3
8.10 section 103S-Notice of prohibition or restriction on taking water affected by site contamination in relation to the land	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Refer to Environment Protection Authority Response</p> <p>Date of notice:</p> <p>Refer to Environment Protection Authority Response</p> <p>Date of Gazette in which notice published:</p> <p>Refer to Environment Protection Authority Response</p> <p>Description of the water to which the notice relates:</p> <p>Refer to Environment Protection Authority Response</p> <p>Particulars given in the notice of the site contamination affecting the water:</p> <p>Refer to Environment Protection Authority Response</p>	<input checked="" type="checkbox"/> NO YES

19. Land Tax Act 1936

19.1 Notice, order or demand for payment of land tax	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Refer to Certificate of Land Tax Payable</p> <p>Date of notice, order or demand:</p> <p>2/12/205</p> <p>Amount payable (as stated in the notice):</p> <p>\$0.00</p>	<input checked="" type="checkbox"/> YES YES
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29. Planning, Development and Infrastructure Act 2016

29.1 Part 5 - Planning and Design Code	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Refer to city of Holdfast Bay Council Searches & Plan SA Section 7 Report</p> <p>Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code):</p> <p>Refer to city of Holdfast Bay Council Searches & Plan SA Section 7 Report</p> <p>Is there a State heritage place on the land or is the land situated in a State heritage area?</p> <p>NO</p> <p>Is the land designated as a local heritage place?</p> <p>NO</p> <p>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?</p> <p>NO</p> <p>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?</p> <p>NO</p> <p>Note-</p> <p>For further information about the Planning and Design Code visit https://code.plan.sa.gov.au.</p>	<input checked="" type="checkbox"/> NO YES
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29.2 section 127 - Condition (that continues to apply) of a development authorisation	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Date of authorisation:</p> <p>Name of relevant authority that granted authorisation:</p> <p>Condition(s) of authorisation:</p>	<input type="checkbox"/> YES/NO YES/NO
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Column 1	Column 2	Column 3
34. Water Industry Act 2012		
34.1 Notice or order under the Act requiring payment of charges or other amounts or making other requirement	<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> Refer to Certificate of Water and Sewer Charges & Encumbrance Information Date of notice or order: 2/12/2025 Name of person or body who served notice or order: SA Water Amount payable (if any) as specified in the notice or order: \$0.00 Nature of other requirement made (if any) as specified in the notice or order: Refer to Certificate of Water and Sewer Charges & Encumbrance Information	<input checked="" type="checkbox"/> YES YES

SCHEDULE – DIVISION 2

OTHER PARTICULARS

(section 7(1)(b))

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



- 1 Name of community corporation:
Community Plan No. 6830
Address of community corporation:
Glenelg East, 10- 12 Diagonal Road, GLENELG EAST SA 5045
- 2 Application must be made in writing to the community corporation for the particulars and documents referred to in 3 and 4.
Application must also be made in writing to the community corporation for the documents referred to in 6 unless those documents are obtained from the Lands Titles Registration Office.
- 3 Particulars supplied by the community corporation or known to the vendor:
 - (a) particulars of contributions payable in relation to the lot (including details of arrears of contributions related to the lot):
Refer to the Particulars supplied (Pursuant to Section 139 – Community Titles Act 1996)
 - (b) particulars of assets and liabilities of the community corporation:
Refer to the Particulars supplied (Pursuant to Section 139 – Community Titles Act 1996)
 - (c) particulars of expenditure that the community corporation has incurred, or has resolved to incur, and to which the owner of the lot must contribute, or is likely to be required to contribute:
Refer to the Particulars supplied (Pursuant to Section 139 – Community Titles Act 1996)
 - (d) if the lot is a development lot, particulars of the scheme description relating to the development lot and particulars of the obligations of the owner of the development lot under the development contract:
Refer to the Particulars supplied (Pursuant to Section 139 – Community Titles Act 1996)
 - (e) if the lot is a community lot, particulars of the lot entitlement of the lot:
Refer to the Particulars supplied (Pursuant to Section 139 – Community Titles Act 1996)

[If any of the above particulars have not been supplied by the community corporation by the date of this statement and are not known to the vendor, state "not known" for those particulars.]
- 4 Documents supplied by the community corporation that are enclosed:
 - (a) a copy of the minutes of the general meetings of the community corporation and management committee
*for the 2 years preceding this statement/since the deposit of the community plan;
(*Strike out or omit whichever is the greater period)
YES
 - (b) a copy of the statement of accounts of the community corporation last prepared;
YES
 - (c) a copy of current policies of insurance taken out by the community corporation.
YES

[For each document indicate (YES or NO) whether or not the document has been supplied by the community corporation by the date of this statement.]
- 5 If "not known" has been specified for any particulars in 3 or a document referred to in 4 has not been supplied, set out the date of the application made to the community corporation and give details of any other steps taken to obtain the particulars or documents concerned:

- 6 The following documents are enclosed:

- (a) ~~a copy of the scheme description (if any) and the development contract (if any);~~
- (b) a copy of the by-laws of the community scheme.

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

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

Name:
StrataRama

Address:
74 Brighton Rd, Glenelg East SA 5045

Note—

- (1) A community corporation must (on application by or on behalf of a current or prospective owner or other relevant person) provide the particulars and documents referred to in 3(a)-(c) and 4 and must also make available for inspection any information required to establish the current financial position of the corporation, a copy of any contract with a body corporate manager and the register of owners and lot entitlements that the corporation maintains: see sections 139 and 140 of the *Community Titles Act 1996*.
- (2) Copies of the scheme description, the development contract or the by-laws of the community scheme may be obtained from the community corporation or from the Lands Titles Registration Office.
- (3) All owners of a community lot or a development lot are bound by the by-laws of the community scheme. The by-laws regulate the rights and liabilities of owners of lots in relation to their lots and the common property and matters of common concern.
- (4) For a brief description of some of the matters that need to be considered before purchasing a community lot, see Division 3 of this Schedule.

**Particulars relating to environment protection****1—Interpretation**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) storage, handling or disposal of waste or fuel or other chemicals (other than in the ordinary course of domestic activities)?
- (b) importation of soil or other fill from a site at which—
 - (i) an activity of a kind listed in paragraph (a) has taken place; or
 - (ii) a prescribed commercial or industrial activity (see item 1(2) above) has taken place?

NO

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

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

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

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

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

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

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

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

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

Note—

These questions relate to details about the land that may be known by the vendor. A "YES" answer to the questions at items 2(1) or 2(2) may indicate that a **potentially contaminating activity** has taken place at the land (see sections 103C and 103H of the *Environment Protection Act 1993*) and that assessments or remediation of the land may be required at some future time.

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

3—Licences and exemptions recorded by EPA in public register

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

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

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

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

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

(e) details of a licence issued under the repealed *South Australian Waste Management Commission Act 1979* to operate a waste depot at the land?
NO

(f) details of a licence issued under the repealed *Waste Management Act 1987* to operate a waste depot at the land?
NO

(g) details of a licence issued under the repealed *South Australian Waste Management Commission Act 1979* to produce waste of a prescribed kind (within the meaning of that Act) at the land?
NO

(h) details of a licence issued under the repealed *Waste Management Act 1987* to produce prescribed waste (within the meaning of that Act) at the land?
NO

Note—

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

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

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

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

The EPA will not provide details about exemptions relating to—

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

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

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

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

NO

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

NO

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

YES

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

NO

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

NO

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

NO

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

NO

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

NO

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

NO

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

NO

Note—

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

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

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

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

NO

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

NO

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

NO

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

NO

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

NO

Note—

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

6—Further information held by councils

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

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

NO

Note—

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

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

It should be noted that—

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

7—Further information for purchasers

Note—

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

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

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

If—

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

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

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

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

Governance

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

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

Use of your property

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

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

Are you buying a debt?

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

Expenses

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

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

Guarantee

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

Contracts

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

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

Buying off the plan

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

Mixed use developments - voting rights

You may be buying into a group that is run by several different community corporations. This is common in mixed use developments, for example, where a group of apartments is combined with a hotel or a group of shops. If there is more than 1 corporation, then you should not expect that all lot owners in the group will have equal voting rights. The corporations may be structured so that, even though there are more apartments than shops in the group, the shop owners can outvote the apartment owners on some matters. Make enquiries so that you understand how many corporations there are and what voting rights you will have.

Further information

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

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

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 20 inclusive, together with the following annexures and supporting documents (if any):

FORM 3 Buyers Information Notice

Local Government Authority Prescribed Inquiry

Copy of Contract

Property Interest Report

Emergency Services Levy Certificate

Land Tax Certificate

SA Water Certificate

Environment Protection Authority Response

Particulars supplied (Statement pursuant to Section 139 – Community Titles Act 1996)

Tenancy Agreements & lease 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.

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

Land and Business (Sale and Conveyancing) Regulations 2025 - regulation 17

Buyers information notice

Prescribed notice to be given to purchaser

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 (CBS) recommends 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 issues are relevant to each heading.

Safety

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



Enjoyment

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

Value

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

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

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

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:

Company Representative:

ABN (if applicable):

RLA No:

Street 1:

Street 2:

Suburb:

State:

Postcode:

Telephone: W:

M:

Email:

Address for service of documents if different to above:

2. LANDLORD 1: Full Name:

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

Street 1:

Street 2:

Suburb:

State:

Postcode:

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):

DS
MM

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: Glenelg Property Management Pty Ltd

Company Representative:

ABN (if applicable):

RLA No:

Street 1:

Street 2:

Suburb:

State:

Postcode:

Telephone:

M:

Email:

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: Marion Kennedy

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

Street 1:

Street 2:

Suburb:

State:

Postcode:

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: Marilyn Marks

Telephone:

Email address for service of documents:

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:

Street 2:

Suburb:

State:

Postcode:

5. TERM

Fixed: Commencement Date: / / End Date: / /

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

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INITIALS

Initials not required if using electronic signature

Residential Tenancy Agreement: Schedule



6. RENT

Amount: Words: **FIVE HUNDRED AND FIFTY DOLLARS** \$ 550.00

Per (period): **WEEK**

Payable in advance: Weekly Fortnightly Calendar monthly

Payments: First Payment of **\$ 1100.00** on **19 / 02 / 2024** with the

next payment of **\$ 1100.00** on **04 / 03 / 2024**

and thereafter: **\$ 1100.00** on the **MONDAY** of each **FORTNIGHT**

Payment Method: Internet Transfer  Other **REFERENCE CODE #40085**

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: **TWO THOUSAND, TWO HUNDRED DOLLARS** \$ 2,200.00

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 Landlord

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

10. EXCLUSION OF ANY PART OF PROPERTY

Parts of property not included in this agreement:

All fireplaces throughout the property are strictly ornamental and not to be used under any circumstances

11. PETS APPROVED

No

Yes - Refer to Annexure - Pet Agreement

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MM

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

A large, empty rectangular box intended for the tenant to list any additional conditions or instructions.

DS
MM

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.

DS
MM

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.

DS
MM

INITIALS

Initials not required if using electronic signature

Residential Tenancy Agreement: Execution Page

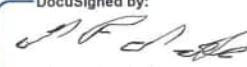


EXECUTED AS AN AGREEMENT

The Tenant(s) acknowledge receipt of:

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

Signed by Tenant 1
Tenant Name

DocuSigned by:

EE85C78BF5B3459

Date: 16-Feb-2024

Marilyn Marks

Signed by Tenant 2
Tenant Name

Date:

Signed by Tenant 3
Tenant Name

Date:

Signed by Tenant 4
Tenant Name

Date:

Signed by or on behalf of Landlord
 Agent as authorised Landlord

DocuSigned by:

9FF5E80035F340D

Date: 16-Feb-2024

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

Residential Tenancy Agreement:

Annexure - Manufacturers' Manuals or Written Instructions



Manufacturers' manuals or written instructions for domestic facilities requiring instructions provided to the tenant before or at the time the tenant commences occupation of the premises

Facility	Model/Name (if applicable)	Tenant acknowledges receipt of manual or instructions
PREVENTING MOULD GUIDE		<input checked="" type="checkbox"/>
LAMINEX CARE & MAINTENANCE GUIDE		<input checked="" type="checkbox"/>
BLINDS CARE GUIDE		<input checked="" type="checkbox"/>
BENCHTOPS CARE & MAINTENANCE GUIDE		<input checked="" type="checkbox"/>
FLOORING CARE & MAINTENANCE GUIDE		<input checked="" type="checkbox"/>
Dishwasher	Akai	<input checked="" type="checkbox"/>
Oven/ Stove top	Chef	<input checked="" type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
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		<input type="checkbox"/>
		<input type="checkbox"/>

DS
MM

INITIALS

Initials not required if using electronic signature

Special Conditions – Additional Terms

Annexure to the Residential Property Tenancy Agreement

OUR CONTACT DETAILS

Our office is open Monday to Friday from 9.00 am to 5.00pm

- Location: 762 Anzac Highway, Glenelg 5045 - Phone 8376 1199

YOUR CONTACT DETAILS

- **It is entirely your responsibility to advise us if you change your contact details, including phone number and email address.** If your lease specifies we will serve notices by email, it is up to you to provide your updated details promptly - we will not be held responsible for you not receiving notices for failing to provide details, nor will it render the notice served invalid

USE OF THE PROPERTY

- The property is to be used for residential purposes only and no commercial or business enterprise is to be conducted

UTILITIES AT THE PROPERTY

- It is the Tenant's sole responsibility to have all services connected to the property and disconnected when you vacate the property but not until after the final inspection has taken place

INSURANCE

- The Landlord accepts no responsibility for any damage or loss of the Tenant's personal goods. It is the Tenant's responsibility to arrange contents insurance for all their personal belongings

PETS

- Unless stated otherwise in your Agreement, the Tenant will not keep pets on the property, at any time. This includes visitors' animals and/or looking after animals on behalf of a third party

PERSONS PERMITTED TO RESIDE AT THE PREMISES

- The tenant agrees that only the persons listed as approved tenants on the Agreement may reside at the premises. All occupants must be pre-approved and undertake the same application process. An administration fee of \$165 applies for any change of tenant details during the tenancy
- No part of the premises can be part-rented or licenced out for financial reward during the tenancy term without prior written consent of the landlord or landlord's Agent
- Using the services of AirBNB, Stayz, Gumtree or any similar entities without prior written consent of the landlord or the landlord's Agent is prohibited

RENT PAYMENTS

- We do not accept cash or personal cheques in the office. The Tenant acknowledges that the Agent accepts no responsibility whatsoever for any payments that are made by leaving envelopes with cash, cheques or postal orders in the letter box or under the front door of the office, and agrees to only pay rent as specified at Item 6 of the attached Schedule
- All payments including water and any other invoices are to be made via EFT. Payment of rent will only be considered to have been made when it shows as a credit in our Trust account
- The Tenant agrees to always use the specific tenant reference provided to them when transferring any money to Gary J Smith Real Estate Trust Account
We will not be responsible for rent not received or receipted due to missing or wrong codes being used. Also, if the reference code is not used and a bank search is required to determine the depositor of the money, the Tenant will be held responsible for the cost of the bank search
- Should the Tenant at any time present a cheque which subsequently is returned from the Agent's bank with 'insufficient funds', 'present again' or 'refer to drawer', or any other term used to denote that the Tenant's account has insufficient funds, the Tenant will be responsible for the cost incurred accordingly.

MAINTENANCE

- The Tenant agrees to report all general repair and maintenance requests in writing to the Agent. This can be done by direct email to the Property Manager, or via the form provided on our website www.garyjsmith.com.au Verbal general maintenance/repair requests will not be accepted
- **In the case of an emergency phone 8376 1199 to report the incident immediately. Our emergency phone is available after hours for GENUINE EMERGENCIES – verbal reporting will be accepted in case of an emergency.**
- Remember that it is important to use good judgement when reporting if a repair is an emergency – after hours repairs attract higher rates which if deemed unnecessary may be at your expense
- If further damage occurs to the property as a result of the Tenant being negligent and not reporting maintenance or repairs immediately or as they happen, the Tenant may be held liable for any further damage and could incur associated costs to rectify the problem
- The Tenant agrees not to engage any contractor or tradesperson to undertake work at the property, or they may be held liable for the cost of such work
- Within reason, if appointments have been booked with tradespeople and are not kept by the Tenant, the Tenant acknowledges that the tradesperson may invoice for their time and the cost will be charged to the Tenant

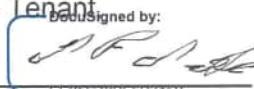
TENANT/S FURTHER AGREE TO THE FOLLOWING CONDITIONS:

- The Tenant shall not keep and/or store any dangerous chemicals or substances on the said premises which may affect the Landlord's insurance policy on the premises
- This property is a No Smoking property – the Tenant agrees not to allow, cause or permit smoking of any substances whatsoever within the said premises, by any person, at any time during the tenancy
- The Tenant will not install any hooks or light fittings to the walls or ceiling of the property without prior written consent of the Landlord/Agent
- The Tenant agrees to accept responsibility for any damages caused by pot plants to floor coverings or any other part of the premises
- The Tenant acknowledges that the filters in air-conditioner/s and range hood must be cleaned on a regular basis (preferably once a month)
- The Tenant agrees to observe all the conditions of Schedule 3 - Articles of the Strata Corporation - including rubbish removal and car parking (if Strata is applicable)
- The Tenant is to comply with all instructions relating to care of the Landlord and property's fixtures and fittings

The Tenant understands and agrees to abide by all the Terms and Conditions contained within this Special Conditions Annexure and the Residential Property Tenancy Agreement, particularly those stated at Item 3 of the Tenancy Agreement (page 5) – Tenant's Rights and Obligations.

Wherever the term Tenant is mentioned within this Annexure it applies to all persons named on the lease. Furthermore the Tenant agrees to take responsibility and ensure all Terms and Conditions are observed and binding upon any other occupant within the premises, or any invitee of the Tenant.

Tenant Name: Marilyn Marks

Tenant Signature: 

Document ID: EE85C78BF5B3459...
eSigned by:

Tenant Name: _____ Tenant Signature: _____

ZERO TOLERANCE - POLICY FOR LATE RENT ARREARS

Congratulations on being approved for a rental property. At Gary J Smith we pride ourselves on careful tenant selection and screening processes. Your application has been approved by us, and subsequently your Landlord, ONLY on the grounds that we are confident your rent will be **PAID ON TIME, EVERY TIME.**

Please be advised, we have a Zero Tolerance policy for late rent payments.

Understand that your Landlord may have other financial commitments that rely on receiving regular consistent rent payments, so not paying rent on time can cause distress and hardship for them.

If you are late with your rent payment (even only a couple of days) we will contact you – we expect your rent to be paid two (2) weeks in advance at all times, in accordance with your Residential Tenancy Agreement. The funds need to be cleared and showing in our Trust Account on the due date – it is your responsibility to ensure we receive rent on the day it is due, not the day after.

When we make contact relating to late payments some of our tenants become upset, embarrassed, and resentful. We do not apologise for such action or doing our job, as we set the terms at the beginning of the tenancy - we put forward your application to the Landlord advising we believe that you can meet your rent commitments and fully expect you to do so.

We understand that situations may change. If for any reason you experience difficulty or believe you may be late with rent **YOU MUST** communicate and notify us before the payment is due so we can pre-warn the landlord, they may need to prepare and make other arrangements for commitments like mortgage repayments, council rates, water rates, insurance, etc.

Our arrears policy is as follows ...

- 3 days behind in rent – we will send you an SMS reminder or email
- 5-7 days late in rent – email, text message or phone call
- 7-12 days late in rent – email, text message, phone call or personal visit
- 15 days late in rent being received – Form 2 Notice of Breach to Tenant**

EVICTION PROCEEDINGS WILL FOLLOW if the problem is not remedied

Sometimes tenants are continually late with payments, without becoming a full 14 days behind. Please note, if you are continuously behind on rent (even a few days) we will recommend to the landlord for the lease not to be renewed when the time comes. You will be required to vacate the property at the end of the lease and your rent records will show that payments have not been received on time. As your rent ledger is requested by any prospective agent or landlord if they are seeking a reference, you will find it difficult to secure another rental property in future.

In extreme cases, details can be recorded on a National Tenancy Database. This will affect further tenancy agreements with other Real Estate Agents not only in your local area, but Australia wide.

It is YOUR responsibility to ensure that your rent is paid on time. We accept your application and enter into a Tenancy Agreement only on the provision that you understand your obligations and commit to pay rent in advance at all times, signing below acknowledges your acceptance of this condition.

Marilyn Marks

DocuSigned by:

 5E95C788E5024E0

16-Feb-2024

Name

Signature

Date

Name

Signature

Date

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
(insert amount) (insert rental period eg fortnight, calendar month) with the first payment due on / /
(insert date)

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

 N/A As detailed below See annexure

Please sign and return this Notice to your Agent by / / 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:



REF:601288683459...

Date:21-Jan-2025

Signed by Tenant 1

Tenant Name

Signed by Tenant 2

Tenant Name

Date:

Signed by Tenant 3

Tenant Name

Date:

Signed by Tenant 4

Tenant Name

Date:

Signed by Tenant 5

Tenant Name

Date:

Signed by Tenant 6

Tenant Name

Date:

Signed by Tenant 7

Tenant Name

Date:

Signed by Tenant 8

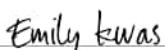
Tenant Name

Date:

Signed by or on behalf of the Landlord

 Agent as authorised Landlord

DocuSigned by:



9FF5E80035F340D...

Date:21-Jan-2025

NOTICE TO TENANT OF RENT INCREASE

To

Tenant 1: Tenant 3: Tenant 5: Tenant 7: Tenant 2: Tenant 4: Tenant 6: Tenant 8:

(insert name of tenant(s))

Address of rented premises:

Street 1: Street 2: Suburb: State: Postcode: I give you notice that the new rent will be increased to per

(insert amount)

(insert rental period eg fortnight, calendar month)

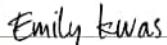
with the first payment due on / /

(insert date)

Signed by or on behalf of the Landlord

 Agent as authorised Landlord

DocuSigned by:



9FF5E80035F340D...

Date:29-Nov-2024

Addendum to Residential Tenancy Agreement - Adding a Tenant



Do not use this Addendum if the incoming tenant is replacing an outgoing tenant who has assigned their rights and obligations under the Residential Tenancy Agreement to the incoming tenant. You must use an Assignment Form in these circumstances.

ADDENDUM to the Residential Tenancy Agreement dated 19 day of 02 2024

Between:

LANDLORD 1: Full Name: Marion Kennedy
LANDLORD 2: Full Name:
LANDLORD 3: Full Name:
LANDLORD 4: Full Name:
LANDLORD 5: Full Name:
LANDLORD 6: Full Name:

And

TENANT 1: Full Name: Marilyn Marks
TENANT 2: Full Name:
TENANT 3: Full Name:
TENANT 4: Full Name:
TENANT 5: Full Name:
TENANT 6: Full Name:
TENANT 7: Full Name:
TENANT 8: Full Name:

Property Address

Street 1: 10 Diagonal Rd
Street 2:
Suburb: Glenelg East State: SA Postcode: 5045

Residential Tenancy Agreement

Fixed: Commencement Date: 19 / 02 / 2024 End Date: 19 / 02 / 2026
 Periodic: Commencement Date: / /

Rent

Amount: \$ 580.00 Weekly Fortnightly Calendar monthly

The parties agree that this Addendum forms part of and varies the Residential Tenancy Agreement as follows:

Amendment

The following individual(s) is/are to be added to the residential tenancy agreement:

NEW TENANT 1: Full Name: Thomas Marks Telephone: 0412 132 078

Email address for service of documents: tom@mmaptrobotics.com

NEW TENANT 2: Full Name: Telephone:

Email address for service of documents:

Effective date of Addendum: 05 day of 03 2025

Terms and Conditions

1. The New Tenant(s) agree that they will be jointly and severally responsible with the Tenant(s) for all obligations under the Residential Tenancy Agreement from the commencement date of the Residential Tenancy Agreement.
2. The Landlord(s), Tenant(s) and New Tenant(s) each consent to either of them or their representatives signing this agreement or any Notices under the *Residential Tenancies Act 1995* by electronic signature pursuant to the *Electronic Communications Act 2000* and delivering this Agreement or any Notices under the *Residential Tenancies Act 1995* by email pursuant to the *Residential Tenancies Act 1995* and the *Electronic Communications Act 2000*.

Addendum to Residential Tenancy Agreement -

Adding a Tenant

GaryJSmith
You're home



Privacy Statement

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.
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.
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*.
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.

The New Tenant(s) acknowledge receipt of

Tenancy Agreement Ingoing Property Condition Report

Signed by Tenant 1

Tenant Name

Signed by:

Marilyn Marks

EE85C76BF5B3459

Date: 04-Mar-2025

Signed by Tenant 2

Tenant Name

Date:

Signed by Tenant 3

Tenant Name

Date:

Signed by Tenant 4

Tenant Name

Date:

Signed by Tenant 5

Tenant Name

Date:

Signed by Tenant 6

Tenant Name

Date:

Signed by Tenant 7

Tenant Name

Date:

Signed by Tenant 8

Tenant Name

Date:

Signed by New Tenant 1:

Tenant Name

Date: 04-Mar-2025

Signed by:
[Signature]
E47A439ECB05448

Signed by New Tenant 2:

Tenant Name

Date:

DocuSigned by:
[Signature]
9FF5E80035F340D
Emily Kwas

Date: 06-Mar-2025

Signed by or on behalf of Landlord

Agent as authorised Landlord



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 6255 Folio 368

Parent Title(s) CT 5015/215, CT 5015/217

Creating Dealing(s) AP 13497246

Title Issued 08/06/2021 Edition 2 Edition Issued 06/10/2021

Estate Type

FEE SIMPLE

Registered Proprietor

SUNRISE PROPERTY CUSTODIAN PTY. LTD. (ACN: 652 895 273)
OF 10 DIAGONAL ROAD GLENELG EAST SA 5045

Description of Land

LOT COMPRISING PIECES 1 AND 2 PRIMARY COMMUNITY PLAN 6830
IN THE AREA NAMED GLENELG EAST
HUNDRED OF NOARLUNGA

Easements

NIL

Schedule of Dealings

Dealing Number	Description
13623813	MORTGAGE TO SECURE FUNDING PTY. LTD. (ACN: 081 982 872)

Notations

Dealings Affecting Title NIL

Priority Notices NIL

Notations on Plan

Lodgement Date	Dealing Number	Description	Status
26/03/2021	13497247	BY-LAWS	FILED

Registrar-General's Notes NIL

Administrative Interests NIL

Property Interest Report

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

Title Reference	CT 6255/368	Reference No. 2736112
Registered Proprietors	SUNRISE PROPERTY CUSTODIAN PTY.	Prepared 02/12/2025 09:19
Address of Property	10 DIAGONAL ROAD, GLENELG EAST, SA 5045	
Local Govt. Authority	CITY OF HOLDFAST BAY	
Local Govt. Address	PO BOX 19 BRIGHTON SA 5048	

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	Refer to the Certificate of Title
	<i>[Note - 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)	Refer to the Certificate of Title
	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>	
1.3	Restrictive covenant	Refer to the Certificate of Title for details of any restrictive covenants as an encumbrance
	<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	
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.)	Refer to the Certificate of Title also Contact the vendor for these details
	<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	
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	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 also Contact the Local Government Authority for other details that might apply
	<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	
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)	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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[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]

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) will respond with details relevant to this item
8.2	section 93 - Environment protection order that is registered in relation to the land	EPA (SA) will respond with details relevant to this item
8.3	section 93A - Environment protection order relating to cessation of activity that is registered in relation to the land	EPA (SA) will respond with details relevant to this item
8.4	section 99 - Clean-up order that is registered in relation to the land	EPA (SA) will respond with details relevant to this item
8.5	section 100 - Clean-up authorisation that is registered in relation to the land	EPA (SA) will respond with details relevant to this item
8.6	section 103H - Site contamination assessment order that is registered in relation to the land	EPA (SA) will respond with details relevant to this item
8.7	section 103J - Site remediation order that is registered in relation to the land	EPA (SA) will respond with details relevant to this item
8.8	section 103N - Notice of declaration of special management area in relation to the land (due to possible existence of site contamination)	EPA (SA) will respond with details relevant to this item

8.9	section 103P - Notation of site contamination audit report in relation to the land	EPA (SA) will respond with details relevant to this item
8.10	section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land	EPA (SA) will respond with details relevant to this item
9. Fences Act 1975		
9.1	section 5 - Notice of intention to perform fencing work	Contact the vendor for these details
10. Fire and Emergency Services Act 2005		
10.1	section 105F - (or section 56 or 83 (repealed)) - Notice to take action to prevent outbreak or spread of fire	Contact the Local Government Authority for other details that might apply Where the land is outside a council area, contact the vendor
11. Food Act 2001		
11.1	section 44 - Improvement notice	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
11.2	section 46 - Prohibition order	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
12. Ground Water (Qualco-Sunlands) Control Act 2000		
12.1	Part 6 - risk management allocation	Qualco Sunlands Ground Water Control Trust has no record of any allocation affecting this title
12.2	section 56 - Notice to pay share of Trust costs, or for unauthorised use of water, in respect of irrigated property	DEW Water Licensing has no record of any notice affecting this title
13. Heritage Places Act 1993		
13.1	section 14(2)(b) - Registration of an object of heritage significance	Heritage Branch in DEW has no record of any registration affecting this title
13.2	section 17 or 18 - Provisional registration or registration	Heritage Branch in DEW has no record of any registration affecting this title
13.3	section 30 - Stop order	Heritage Branch in DEW has no record of any stop order affecting this title
13.4	Part 6 - Heritage agreement	Heritage Branch in DEW has no record of any agreement affecting this title also Refer to the Certificate of Title
13.5	section 38 - "No development" order	Heritage Branch in DEW has no record of any "No development" order affecting this title
14. Highways Act 1926		
14.1	Part 2A - Establishment of control of access from any road abutting the land	Transport Assessment Section within DIT has no record of any registration affecting this title
15. Housing Improvement Act 1940 (repealed)		
15.1	section 23 - Declaration that house is undesirable or unfit for human habitation	Contact the Local Government Authority for other details that might apply
15.2	Part 7 (rent control for substandard houses) - notice or declaration	Housing Safety Authority has no record of any notice or declaration affecting this title
16. Housing Improvement Act 2016		

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

17. *Land Acquisition Act 1969*

17.1	section 10 - Notice of intention to acquire	Refer to the Certificate of Title for any notice of intention to acquire also Contact the Local Government Authority for other details that might apply
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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	<p>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.</p> <p>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</p>
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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
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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
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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
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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
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24. *Mining Act 1971*

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

24.9 Proclamation with respect to a private mine
Mineral Tenements in the Department of Energy and Mining has no record of any proclamation affecting this title

25. *Native Vegetation Act 1991*

25.1 Part 4 Division 1 - Heritage agreement
DEW Native Vegetation has no record of any agreement affecting this title
also
Refer to the Certificate of Title

25.2 section 25C - Conditions of approval regarding achievement of environmental benefit by accredited third party provider
DEW Native Vegetation has no record of any agreement affecting this title
also
Refer to the Certificate of Title

25.3 section 25D - Management agreement
DEW Native Vegetation has no record of any agreement affecting this title
also
Refer to the Certificate of Title

25.4 Part 5 Division 1 - Refusal to grant consent, or condition of a consent, to clear native vegetation
DEW Native Vegetation has no record of any refusal or condition affecting this title

26. *Natural Resources Management Act 2004 (repealed)*

26.1 section 97 - Notice to pay levy in respect of costs of regional NRM board
The regional landscape board has no record of any notice affecting this title

26.2 section 123 - Notice to prepare an action plan for compliance with general statutory duty
The regional landscape board has no record of any notice affecting this title

26.3 section 134 - Notice to remove or modify a dam, embankment, wall or other obstruction or object
The regional landscape board has no record of any notice affecting this title

26.4 section 135 - Condition (that remains in force) of a permit
The regional landscape board has no record of any notice affecting this title

26.5 section 181 - Notice of instruction as to keeping or management of animal or plant
The regional landscape board has no record of any notice affecting this title

26.6 section 183 - Notice to prepare an action plan for the destruction or control of animals or plants
The regional landscape board has no record of any notice affecting this title

26.7 section 185 - Notice to pay costs of destruction or control of animals or plants on road reserve
The regional landscape board has no record of any notice affecting this title

26.8 section 187 - Notice requiring control or quarantine of animal or plant
The regional landscape board has no record of any notice affecting this title

26.9 section 193 - Protection order to secure compliance with specified provisions of the Act
The regional landscape board has no record of any order affecting this title

26.10 section 195 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act
The regional landscape board has no record of any order affecting this title

26.11 section 197 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act
The regional landscape board has no record of any authorisation affecting this title

27. *Outback Communities (Administration and Management) Act 2009*

27.1 section 21 - Notice of levy or contribution payable
Outback Communities Authority has no record affecting this title

28. *Phylloxera and Grape Industry Act 1995*

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

29. *Planning, Development and Infrastructure Act 2016*

29.1 Part 5 - Planning and Design Code
[*Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.*]

Contact the Local Government Authority for the title or other brief description of the zone or subzone in which the land is situated.

also

Heritage Branch in DEW has no record of a State Heritage Area created prior to 15 January 1994 under the former South Australian Heritage Act 1978 affecting this title

also

For details of this item, including State Heritage Areas which have been authorised or put under interim effect since 15 January 1994, contact the Local Government Authority

also

Contact the Local Government Authority for other details that might apply to a place of local heritage value

also

For details of declared significant trees affecting this title, contact the Local Government Authority

also

The Planning and Design Code (the Code) is a statutory instrument under the *Planning, Development and Infrastructure Act 2016* for the purposes of development assessment and related matters within South Australia. The Code contains the planning rules and policies that guide what can be developed in South Australia. Planning authorities use these planning rules to assess development applications. To search and view details of proposed statewide code amendments or code amendments within a local government area, please search the code amendment register on the SA Planning Portal:
https://plan.sa.gov.au/have_your_say/code-amendments/code_amendment_register or phone PlanSA on 1800 752 664.

29.2 section 127 - Condition (that continues to apply) of a development authorisation
[*Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.*]

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

also

Contact the Local Government Authority for other details that might apply

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

Contact the vendor for these details

29.4 section 140 - Notice requesting access

Contact the vendor for these details

29.5 section 141 - Order to remove or perform work

State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply

29.6 section 142 - Notice to complete development

State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply

29.7 section 155 - Emergency order

State Planning Commission in the Department for Housing and Urban Development

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

30. *Plant Health Act 2009*

30.1	section 8 or 9 - Notice or order concerning pests	Plant Health in PIRSA has no record of any notice or order affecting this title
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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	<i>Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) (revoked) Part 2 - Condition (that continues to apply) of an approval</i>	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	<i>Public and Environmental Health (Waste Control) Regulations 2010 (revoked) regulation 19 - Maintenance order (that has not been complied with)</i>	Public Health in DHW has no record of any order affecting this title
		also
		Contact the Local Government Authority for other details that might apply

32. South Australian Public Health Act 2011

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

32.2 section 92 - Notice Public Health in DHW has no record of any notice affecting this title
also
Contact the Local Government Authority for other details that might apply

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

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

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

34. Water Industry Act 2012

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

35. Water Resources Act 1997 (repealed)

35.1 section 18 - Condition (that remains in force) of a permit DEW has no record of any condition affecting this title

35.2 section 125 (or a corresponding previous enactment) - Notice to pay levy DEW has no record of any notice affecting this title

36. Other charges

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

Other Particulars

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

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

Additional Information

The following additional information is provided for your information only.

These items are not prescribed encumbrances or other particulars prescribed under the Act.

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

Notices

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

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

Building restrictions

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

In addition, if a building or structure is erected in proximity to a powerline of an electricity entity in contravention of the *Electricity Act*, the entity may seek a court order:

- a) requiring the person to take specified action to remove or modify the building or structure within a specified period;
- b) for compensation from the person for loss or damage suffered in consequence of the contravention; and/or
- c) for costs reasonably incurred by the entity in relocating the powerline or carrying out other work.

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

Statutory easements

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

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

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

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

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

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

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

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

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

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

Information should be obtained from:

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

Landscape South Australia 2019

Water Resources Management - Taking of underground water

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

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

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

Certificate of Title

Title Reference	CT 6255/368
Status	CURRENT
Easement	NO
Owner Number	71236213
Address for Notices	10 DIAGONAL RD GLENELG EAST, SA 5045
Area	305m ² (CALCULATED)

Estate Type

Fee Simple

Registered Proprietor

SUNRISE PROPERTY CUSTODIAN PTY. LTD. (ACN: 652 895 273)
OF 10 DIAGONAL ROAD GLENELG EAST SA 5045

Description of Land

LOT COMPRISING PIECES 1 AND 2 PRIMARY COMMUNITY PLAN 6830
IN THE AREA NAMED GLENELG EAST
HUNDRED OF NOARLUNGA

Last Sale Details

Dealing Reference	TRANSFER (T) 13623812
Dealing Date	29/09/2021
Sale Price	\$698,500
Sale Type	FULL VALUE / CONSIDERATION AND WHOLE OF LAND

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
MORTGAGE	13623813	SECURE FUNDING PTY. LTD. (ACN: 081 982 872)

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
1253267015	CURRENT	10 DIAGONAL ROAD, GLENELG EAST, SA 5045

Notations

Dealings Affecting Title

NIL

Notations on Plan

Lodgement Date	Dealing Number	Descriptions	Status
26/03/2021 10:39	13497247	BY-LAWS	FILED

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	1253267015
Type	Site & Capital Value
Date of Valuation	01/01/2025
Status	CURRENT
Operative From	01/07/2021
Property Location	10 DIAGONAL ROAD, GLENELG EAST, SA 5045
Local Government	HOLDFAST BAY
Owner Names	SUNRISE PROPERTY CUSTODIAN PTY. LTD.
Owner Number	71236213
Address for Notices	10 DIAGONAL RD GLENELG EAST, SA 5045
Zone / Subzone	GN - General Neighbourhood
Water Available	Yes
Sewer Available	Yes
Land Use	1310 - Ground Floor Home Unit Only
Description	5HU CP
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
C6830 PIECE 1	CT 6255/368
C6830 PIECE 2	CT 6255/368

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$510,000	\$640,000			

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Previous	\$445,000	\$560,000			

Building Details

Valuation Number	1253267015
Building Style	Bungalow
Year Built	1925
Building Condition	Basic
Wall Construction	Rendered
Roof Construction	Galvanised Iron
Equivalent Main Area	110 sqm
Number of Main Rooms	5

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

Certificate of Title

Title Reference: CT 6255/368
 Status: CURRENT
 Parent Title(s): CT 5015/215, CT 5015/217
 Dealing(s) Creating Title: AP 13497246
 Title Issued: 08/06/2021
 Edition: 2

Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
29/09/2021	06/10/2021	13623813	MORTGAGE	REGISTERED	SECURE FUNDING PTY. LTD. (ACN: 081 982 872)
29/09/2021	06/10/2021	13623812	TRANSFER	REGISTERED	SUNRISE PROPERTY CUSTODIAN PTY. LTD. (ACN: 652 895 273)
29/09/2021	06/10/2021	13623811	DISCHARGE OF MORTGAGE	REGISTERED	12535195
26/05/2016	21/06/2016	12535195	MORTGAGE	REGISTERED	WESTPAC BANKING CORPORATION (ACN: 007 457 141)

Certificate of Title

Title Reference: CT 6255/368

Status: CURRENT

Edition: 2

Dealings

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

Priority Notices

NIL

Notations on Plan

Lodgement Date	Completion Date	Dealing Number	Description	Status	Plan
26/03/2021	08/06/2021	13497247	BY-LAWS	FILED	C6830

Registrar-General's Notes

No Registrar-General's Notes exist for this title



holdfast.sa.gov.au

Brighton Civic Centre 24 Jetty Road, Brighton SA 5048
PO Box 19 Brighton SA 5048
P 08 8229 9999 F 08 8298 4561
Glenelg Customer Service Centre and Library
2 Colley Terrace, Glenelg SA 5045

3 December 2025

Oakridge Conveyancers
PO Box 115
OLD REYNELLA SA 5161

CERTIFICATE – COUNCIL CHARGES

VALUER GEN NO: 1253267015 BILLING NO: 252030
SECTION/ALLOT: Allot QP1 Sec 213 CP 6830 Vol 6255 Fol 368
AND
HUNDRED: Allot QP2 Sec 213 DP 6830 Vol 6255 Fol 368
PROPERTY ADDRESS: Noarlunga
CERTIFICATE OF TITLE: 10 Diagonal Road GLENELG EAST SA 5045
CT 6255/368
OWNER: Sunrise Property Custodian Pty Ltd

PURSUANT TO SECTION 187 OF THE LOCAL GOVERNMENT ACT, 1999 I CERTIFY THAT THE FOLLOWING AMOUNTS ARE DUE AND PAYABLE IN RESPECT OF AND ARE A CHARGE AGAINST THE ABOVE PROPERTY:

Rates and Arrears - prior to 30/06/2025	16.50
Legal Fees	0.00
Rates for current financial year	1,336.55
Postponed Rates for current financial year	0.00
Postponed Interest for current financial year	0.00
 Fines and interest for current financial year	 8.10
Less Rate Capping	0.00
Less Rebate	0.00
Less Adjustments / Payments Received	(367.05)
 Balance of rates and other monies due and payable	 \$994.10
<u>PLEASE NOTE FINES WILL BE LEVIED FOR LATE PAYMENT</u>	
Instalment/s Due:	
Due 01/12/2025	\$326.10
Due 02/03/2026	\$334.00
Due 01/06/2026	\$334.00

Street Numbering

Please note Council's official street number for this property is 10 Diagonal Road GLENELG EAST SA 5045.*

Payment of Rates at Settlement

Payment of the the full year's rate is required when a property sold, unless otherwise advised in writing that new owner(s) are responsible for the balance of the rates.

Payment of rates can be made via B-Pay – Biller Code 10132 and Reference Number 252030

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*.

Update of Rates Searches

Free update within three (3) months of the original search issue date.

Please be aware that all searches expire at the end of the financial year. For the new financial year rates, you will need to order and pay the appropriate fee for a Section 187 in the next financial year period.

If you have any queries regarding this, please do not hesitate to contact the Rates Section on 8229 9999.



AUTHORISED OFFICER



holdfast.sa.gov.au
Brighton Civic Centre 24 Jetty Road, Brighton SA 5048
PO Box 19 Brighton SA 5048
P 08 8229 9999 F 08 8298 4561
Glenelg Customer Service Centre and Library
2 Colley Terrace, Glenelg SA 5045

Oakridge Conveyancers
PO Box 115
OLD REYNELLA SA 5161

Dear Sir/Madam

RE: REQUEST FOR INFORMATION

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

Yours faithfully

A handwritten signature in black ink that reads 'P Jackson'.

Pamela Jackson
Chief Executive Officer

PROPERTY ADDRESS:

CERTIFICATE NO:

PRESCRIBED INFORMATION
DEVELOPMENT SECTION

CONDITION (THAT CONTINUES TO APPLY) OF AN APPROVAL OR AUTHORISATION GRANTED
UNDER ANY OF THE FOLLOWING REPEALED ACTS:

BUILDING ACT 1971

CITY OF ADELAIDE DEVELOPMENT CONTROL ACT 1976

PLANNING AND DEVELOPMENT ACT 1966

PLANNING ACT 1982

Application Number: 110/CU/00114/85

Application Description: Construct A Timber Framed Double Carport Located In Rear Yard

Decision Date: 28 Aug 1985

1. That the design and siting of all buildings and structures and site works be as shown on the plans submitted to and approved by Council unless varied by any subsequent conditions imposed therein.

DEVELOPMENT PLAN UNDER THE DEVELOPMENT ACT 1993

Title or other brief description of zone or policy area in which the land is situated (as shown in the Development Plan):

N/A (Refer attached Section 7 Report)

Is the land situated in a designated State Heritage Area?

No

Is the land designated as a place of Local Heritage value?

No

Is there a current Development Plan Amendment released for public consultation by a council on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?

No

Is there a current Development Plan Amendment released for public consultation by the Minister on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?

No

CONDITION (THAT CONTINUES TO APPLY) OF A DEVELOPMENT AUTHORISATION GRANTED
UNDER THE DEVELOPMENT ACT 1993.

Application Number: 110/00935/11

Application Description: Gable and flat roof verandah to rear of existing dwelling (7.4 m on southern boundary and 4.4 m adjacent northern boundary)

Decision Date: 10 Jan 2012

1. That the design and siting of all buildings and structures and site works shall be as shown on the plans submitted to and approved by Council unless varied by any subsequent conditions imposed herein.
2. That construction shall take place between 7am and 7pm Monday to Saturday and not on Sundays or public holidays. All such work shall be undertaken in such a manner so as not to, in the reasonable

opinion of Council, cause any nuisance or annoyance to any of the occupiers of buildings within the locality. Any work outside of these hours requires the written approval of Council.

3. That the structure herein approved shall not be enclosed without the prior consent of Council.
4. That adequate provision be made for the disposal of stormwater to the reasonable satisfaction of Council. Where possible, stormwater should be retained on site by the use of natural drainage methods.
5. NOTIFICATIONS OF CERTAIN STAGES OF WORK - DEVELOPMENT REGS PART 12

In accordance with regulation 74 of the Development Act, it is the applicant's responsibility to notify council a minimum of one business day prior to the following stages of construction:

- * the pouring of footings, so as to enable inspection of reinforcement etc;
- * at completion of structural timber or steel framing;
- * at completion of the work.

Application Number: 110/00999/18

Application Description: Community title land division creating 2 lots from 2 lots

Decision Date: 03 Jan 2019

1. The financial requirements of SA Water shall be met for the provision of water supply and sewerage services. An investigation will be carried out to determine if the connection/s to your development will be costed as standard or non standard. The developer must inform potential purchasers of the community lots of the servicing arrangements and seek written agreement prior to settlement, as future alterations would be at full cost to the owner/applicant.
2. A final plan complying with the requirements for plans as set out in the Manual of Survey Practice Volume 1 (Plan Presentation and Guidelines) issued by the Registrar General to be lodged with the State Commission Assessment Panel for Land Division Certificate purposes. The proposal shall be implemented as shown on the plan of division prepared by Steed Surveyors + Land Divisions, Reference A17245P1.0 dated 13/11/18 unless varied by any subsequent conditions imposed herein.

ENFORCEMENT NOTICE UNDER SECTION 84, OR ENFORCEMENT ORDER UNDER SECTION 85(6), 85(10) OR 106 OF THE DEVELOPMENT ACT 1993 OR ENFORCEMENT NOTICE UNDER SECTION 213 OR ENFORCEMENT ORDER 214(6), 214 (10) OR 222 OF THE PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016.

No

LAND MANAGEMENT AGREEMENT UNDER SECTION 57 OF THE DEVELOPMENT ACT 1993 OR LAND MANAGEMENT AGREEMENT UNDER SECTION 192 OR 193 OF THE PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016.

Refer Certificate of Title for any details.

REQUIREMENTS UNDER SECTION 50(1) OR AGREEMENT UNDER SECTION 50(2) OR THE DEVELOPMENT ACT 1993 TO VEST LAND IN A COUNCIL OR THE CROWN TO BE HELD AS OPEN SPACE OR TO VEST LAND IN A COUNCIL OR THE CROWN TO BE HELD AS OPEN SPACE 198 (1) AND 198(2) OF THE PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016.

No

EMERGENCY ORDER UNDER SECTION 69 OF THE DEVELOPMENT ACT 1993 OR EMERGENCY ORDER NOTICE UNDER SECTION 155 OF THE PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016.

No

FIRE SAFETY NOTICE UNDER SECTION 71 OF THE DEVELOPMENT ACT 1993 OR FIRE SAFETY NOTICE UNDER SECTION 157 OF THE PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016.

No

ORDER UNDER SECTION 55 OF THE DEVELOPMENT ACT 1993 TO REMOVE WORK OR NOTICE OR ORDER UNDER 56 OF THAT ACT TO COMPLETE DEVELOPMENT OR ORDER TO REMOVE OR PERFORM WORK UNDER SECTION 141 AND NOTICE TO COMPLETE UNDER SECTION 142 OF THE PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016.

No

PROCEEDINGS UNDER DIVISION 2 OF PART 11 OF THE DEVELOPMENT ACT 1993 OR PROCEEDINGS UNDER PART 16 DIVISION 1.

No

Date of commencement of proceedings

N/A

Date of determination or order (if any).

N/A

Terms of determination or order (if any)

N/A

Note: Building Indemnity insurance is not required for –

- (a) Domestic building work for which approval under the *Building Act 1971* or a development authorisation under the *Development Act 1993* was not required; or
- (b) Minor domestic building work (see section 3 of the *Building Work Contractors Act 1995*); or
- (c) Domestic building work commenced before 1 May, 1987; or
- (d) Building work in respect of which an exemption from the application of Division 3 of Part 5 of the *Building Work Contractors Act 1995* applies under the *Building Work Contractors Regulations 1996*; or
- (e) Building work in respect of which an exemption from the application of division 3 of Part 5 of the *Building Work Contractors Act 1995* has been granted by the Minister under section 45 of that Act.

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

- (a) commercial or industrial activity at the land; or
- (b) A change in the use of the land or part of the land (within the meaning of the *Development Act 1993*)?

No

Note:

The question relates to information that the council for the area in which the land is situated may hold. If the council answers "YES" to the question, it will provide a description of the nature of each development approved in respect of the land. The purchaser may then obtain further details from the

council (on payment of any fee fixed by the council). However, it is expected that the ability to supply further details will vary considerably between councils.

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

It is should be noted that –

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

CERTIFIED DEVELOPMENT SECTION



DATE 3/12/2025

Data Extract for Section 7 search purposes

Valuation ID 1253267015

Data Extract Date: 03/12/2025

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: C6830 QP1, C6830 QP2

Certificate Title: CT6255/368

Property Address: 10 DIAGONAL RD GLENELG EAST SA 5045

Zones

General Neighbourhood (GN)

Subzones

No

Zoning overlays

Overlays

Airport Building Heights (Regulated) (All structures over 15 metres)

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

Advertising Near Signalised Intersections

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

Affordable Housing

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

Building Near Airfields

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

Hazards (Flooding)

The Hazards (Flooding) Overlay seeks to minimise flood hazard risk to people, property, infrastructure and the environment.

Hazards (Flooding - General)

The Hazards (Flooding - General) Overlay seeks to minimise impacts of general flood risk through appropriate siting and design of development.

Major Urban Transport Routes

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

Prescribed Wells Area

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

Regulated and Significant Tree

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

Stormwater Management

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

Traffic Generating Development

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

Urban Tree Canopy

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

Is the land situated in a State Heritage Place/Area

No

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

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

Is the land designated as a Local Heritage Place

No

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

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

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

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

Valuation ID 1253267015

Data Extract Date: 03/12/2025

Important Information

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Certificate Title: CT6255/368

Property Address: 10 DIAGONAL RD GLENELG EAST SA 5045

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General Neighbourhood (GN)

Subzones

No

Zoning overlays

Overlays

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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

PRESCRIBED INFORMATION
HEALTH SECTION

PRESCRIBED ENCUMBRANCES	PARTICULARS REQUIRED (Strike out the responses not required)
Notice, order, declaration, charge, claim or demand given or made under the Local Government Act 1999. (Health Section only – refer to General Section also)	Nil
Order under 254 of the Local Government Act 1999. (Health Section only – refer to General Section also)	Nil
Notice or declaration under the Housing Improvement Act 1940.	Not applicable
South Australian Public Health Act 2011. Notice under the Supported Residential Facilities Act 1992.	Nil
Improvement Notice under section 44 of the Food Act 2001 Prohibition Order under section 46 of the Food Act 2001	Nil

CERTIFIED HEALTH SECTION



DATE 3/12/2025

**PRESCRIBED INFORMATION
GENERAL SECTION**

PRESCRIBED ENCUMBRANCES	PARTICULARS REQUIRED (Strike out the responses not required)
Notice, order, declaration, charge, claim or demand given or made under the Local Government Act 1999. (General Section only – refer to Health Section also)	Nil
Order under 254 of the Local Government Act 1999. (General Section only – refer to Health Section also)	Nil
Notice under section 105F(or section 56 or 83 (repealed)) – Notice to take action to prevent outbreak or spread of fire of the Fire and Emergency Services Act 2005.	Nil
Notice under section 48 or 58 of the Animal and Plant Control (Agricultural Protection and Other Purposes) Act 1986 for the destruction or control of animal or plants.	Not applicable
Notice under section 60 of the Animal and Plant Control (Agricultural Protection and Other Purposes) Act 1986 for the destruction or control of plants on road reserve.	Not applicable
Notice or order under the section 30 of the Local Nuisance and Litter Control Act 2016	Nil

CERTIFIED GENERAL SECTION



DATE 3/12/2025

City of Holdfast Bay

PO Box 19
BRIGHTON SA 5048

Tax Invoice Official Receipt

ABN: 62 551 270 492

2/12/2025 Receipt No: 2528101

To: Oakridge Conveyancers
PO Box 115
OLD REYNELLA SA 5161

Serving Our Community

Applic	Reference	Amount
--------	-----------	--------

Certs

CERT0868/25	\$71.00
To 10 Diagonal Road GLENELG EAST SA 5045	

Transaction Total: **\$71.00**
Includes GST of: **\$0.00**

Amounts Tendered

Credit Card	\$71.00
Total	\$71.00
Rounding	\$0.00
Change	\$0.00
Nett	\$71.00

Thank you for your Payment

Printed 02/12/2025 2:33:50 PM



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:

2736112

THE TRUSTEE FOR THE SPRULES FAMILY TRUST
OAKRIDGE CONVEYANCERS
POST OFFICE BOX 115
OLD REYNELLA SA 5161

DATE OF ISSUE

02/12/2025

ENQUIRIES:

Tel: (08) 8372 7534

Email: contactus@revenuesa.sa.gov.au

OWNERSHIP NUMBER

71236213

OWNERSHIP NAME

SUNRISE PROPERTY CUSTODIAN PTY.

PROPERTY DESCRIPTION

10 DIAGONAL RD / GLENELG EAST SA 5045 / PCES 1 2 C6830

ASSESSMENT NUMBER

1253267015

TITLE REF.

(A "+" indicates multiple titles)

CT 6255/368

CAPITAL VALUE

\$640,000.00

AREA / FACTOR

R4

LAND USE / FACTOR

RE

1.000

0.400

LEVY DETAILS:

FIXED CHARGE	\$	50.00
+ VARIABLE CHARGE	\$	216.55
- REMISSION	\$	130.30
- CONCESSION	\$	0.00
+ ARREARS / - PAYMENTS	\$	-136.25
= AMOUNT PAYABLE	\$	0.00

FINANCIAL YEAR

2025-2026

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

02/03/2026



**Government of
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

Please Note:

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

If the amount payable is not paid in full, the purchaser may become liable for all of the outstanding ESL as at the date of settlement.

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

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

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

For more information:

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

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 <p>Biller Code: 456285 Ref: 7012034315</p> <p>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 <small>© Registered to BPAY Pty Ltd ABN 69 079 137 518</small></p>	 <p>To pay via the internet go to: www.revenuesaonline.sa.gov.au</p>	 <p>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</p>
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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: 2736112

THE TRUSTEE FOR THE SPRULES FAMILY TRUST
OAKRIDGE CONVEYANCERS
POST OFFICE BOX 115
OLD REYNELLA SA 5161

DATE OF ISSUE

02/12/2025

ENQUIRIES:

Tel: (08) 8372 7534

Email: contactus@revenuesa.sa.gov.au

OWNERSHIP NAME
SUNRISE PROPERTY CUSTODIAN PTY.

FINANCIAL YEAR
2025-2026

PROPERTY DESCRIPTION

10 DIAGONAL RD / GLENELG EAST SA 5045 / PCES 1 2 C6830

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	TAXABLE SITE VALUE	AREA
1253267015	CT 6255/368	\$510,000.00	0.0305 HA

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

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

Please Note:

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

ON OR BEFORE 02/03/2026

See overleaf for further information



**Government of
South Australia**

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



CERTIFICATE OF LAND TAX PAYABLE

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

Please Note:

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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

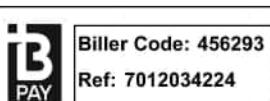
Should a reassessment occur after this Certificate has been paid in full and the Certificate is subsequently updated, the purchaser will not be indemnified and may become responsible for payment of the new land tax payable amount.

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

For more information:

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

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW



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

Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
12 53267 01 5	CT6255368	2/12/2025	793	2736112

OAKRIDGE CONVEYANCERS
PO BOX 115
OLD REYNELLA SA 5161
info@oakridgeconveyancers.com.au

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: SUNRISE PROPERTY CUSTODIAN P
Location: 10 DIAGONAL RD GLENELG EAST PCE1 PCE2 C6830
Description: 5HU CP **Capital:** \$ 640 000
Value:
Rating: Residential

Periodic charges

Raised in current years to 31/12/2025

		Arrears as at: 30/6/2025	\$
Water main available:	1/7/2021	Water rates	164.60
Sewer main available:	1/7/2021	Sewer rates	188.80
		Water use	193.47
		SA Govt concession	0.00
		Recycled Water Use	0.00
		Service Rent	0.00
		Recycled Service Rent	0.00
		Other charges	0.00
		Goods and Services Tax	0.00
		Amount paid	215.67CR
		Balance outstanding	0.00

Degree of concession: 00.00%

Recovery action taken: **FULLY PAID**

Next quarterly charges: Water supply: 82.30 Sewer: 94.40 Bill: 7/1/2026

The Malabar coast, the most southern part of the Indian peninsula, is the scene of the action.

The apportionment percentage for this account is 50.00%.
If your property was constructed before 1929, it's recommended you request a property interest report.

and in order to construct a sanitary drainage drawing to understand any specific requirements relating to the existing arrangements.

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



**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

South Australian Water Corporation

Name:
SUNRISE PROPERTY CUSTODIAN P

Water & Sewer Account
Acct. No.: **12 53267 01 5**

Amount: _____

Address:
10 DIAGONAL RD GLENELG EAST PCE1
PCE2 C6830

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	1253267015



Biller code: 8888
Ref: 1253267015

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: 1253267015



**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

Receipt No : 0002736112
Admin No : 111119 (96531)

TANYA SPRULES
224 Old South Road
OLD REYNELLA SA 5161

Contact: Section 7
Telephone: (08) 8204 2026
Email: epasection7@sa.gov.au

Contact: Public Register
Telephone: (08) 8204 9128
Email: epa.publicregister@sa.gov.au

04 December, 2025

EPA STATEMENT TO FORM 1 - CONTRACTS FOR SALE OF LAND OR BUSINESS

The EPA provides this statement to assist the vendor meet its obligations under section 7(1)(b) of the *Land and Business (Sale and Conveyancing) Act 1994*. A response to the questions prescribed in Schedule 1-Contracts for sale of land or business-forms (Divisions 1 and 2) of the *Land and Business (Sale and Conveyancing) Act 1994* is provided in relation to the land.

I refer to your enquiry concerning the parcel of land comprised in

Title Reference CT Volume 6255 Folio 368
Address 10 Diagonal Road, GLENELG EAST SA 5045

Schedule – Division 1 – *Land and Business (Sale and Conveyancing) Regulations 2010*

PARTICULARS OF MORTGAGES, CHARGES AND PRESCRIBED ENCUMBRANCES AFFECTING THE LAND

8. Environment Protection Act 1993

Does the EPA hold any of the following details relating to the *Environment Protection Act 1993*:

8.1	Section 59 - Environment performance agreement that is registered in relation to the land.	NO
8.2	Section 93 - Environment protection order that is registered in relation to the land.	NO
8.3	Section 93A - Environment protection order relating to cessation of activity that is registered in relation to the land.	NO
8.4	Section 99 - Clean-up order that is registered in relation to the land.	NO
8.5	Section 100 - Clean-up authorisation that is registered in relation to the land.	NO
8.6	Section 103H - Site contamination assessment order that is registered in relation to the land.	NO
8.7	Section 103J - Site remediation order that is registered in relation to the land.	NO

8.8	Section 103N - Notice of declaration of special management area in relation to the land (due to possible existence of site contamination).	NO
8.9	Section 103P - Notation of site contamination audit report in relation to the land.	NO
8.10	Section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land.	YES

Schedule – Division 2 – *Land and Business (Sale and Conveyancing) Regulations 2010*

PARTICULARS RELATING TO ENVIRONMENT PROTECTION

3-Licences and exemptions recorded by EPA in public register

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

- a) details of a current licence issued under Part 6 of the *Environment Protection Act 1993* to conduct any prescribed activity of environmental significance under Schedule 1 of that Act at the land? NO
- b) details of a licence no longer in force issued under Part 6 of the *Environment Protection Act 1993* to conduct any prescribed activity of environmental significance under Schedule 1 of that Act at the land? NO
- c) details of a current exemption issued under Part 6 of the *Environment Protection Act 1993* from the application of a specified provision of that Act in relation to an activity carried on at the land? NO
- d) details of an exemption no longer in force issued under Part 6 of the *Environment Protection Act 1993* from the application of a specified provision of that Act in relation to an activity carried on at the land? NO
- e) details of a licence issued under the repealed *South Australian Waste Management Commission Act 1979* to operate a waste depot at the land? NO
- f) details of a licence issued under the repealed *Waste Management Act 1987* to operate a waste depot at the land? NO
- g) details of a licence issued under the repealed *South Australian Waste Management Commission Act 1979* to produce waste of a prescribed kind (within the meaning of that Act) at the land? NO
- h) details of a licence issued under the repealed *Waste Management Act 1987* to produce prescribed waste (within the meaning of that Act) at the land? NO

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

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

- a) details of serious or material environmental harm caused or threatened in the course of an activity (whether or not notified under section 83 of the *Environment Protection Act 1993*)? NO

b)	details of site contamination notified to the EPA under section 83A of the <i>Environment Protection Act 1993</i> ?	NO
c)	a copy of a report of an environmental assessment (whether prepared by the EPA or some other person or body and whether or not required under legislation) that forms part of the information required to be recorded in the public register?	YES
d)	a copy of a site contamination audit report?	NO
e)	details of an agreement for the exclusion or limitation of liability for site contamination to which section 103E of the <i>Environment Protection Act 1993</i> applies?	NO
f)	details of an agreement entered into with the EPA relating to an approved voluntary site contamination assessment proposal under section 103I of the <i>Environment Protection Act 1993</i> ?	NO
g)	details of an agreement entered into with the EPA relating to an approved voluntary site remediation proposal under section 103K of the <i>Environment Protection Act 1993</i> ?	NO
h)	details of a notification under section 103Z(1) of the <i>Environment Protection Act 1993</i> relating to the commencement of a site contamination audit?	NO
i)	details of a notification under section 103Z(2) of the <i>Environment Protection Act 1993</i> relating to the termination before completion of a site contamination audit?	NO
j)	details of records, held by the former <i>South Australian Waste Management Commission</i> under the repealed <i>Waste Management Act 1987</i> , of waste (within the meaning of that Act) having been deposited on the land between 1 January 1983 and 30 April 1995?	NO

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

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

a)	a copy of a report known as a "Health Commission Report" prepared by or on behalf of the <i>South Australian Health Commission</i> (under the repealed <i>South Australian Health Commission Act 1976</i>)?	NO
b)	details (which may include a report of an environmental assessment) relevant to an agreement entered into with the EPA relating to an approved voluntary site contamination assessment proposal under section 103I of the <i>Environment Protection Act 1993</i> ?	NO
c)	details (which may include a report of an environmental assessment) relevant to an agreement entered into with the EPA relating to an approved voluntary site remediation proposal under section 103K of the <i>Environment Protection Act 1993</i> ?	NO
d)	a copy of a pre-1 July 2009 site audit report?	NO
e)	details relating to the termination before completion of a pre-1 July 2009 site audit?	NO

Records identified in this EPA Statement to Form 1: **SC62490; SC61985**

The above records have been identified with a YES response in this EPA Statement to Form 1 and can be obtained by contacting the Public Register on (08) 8204 9128 or email epa.publicregister@sa.gov.au

All care and diligence has been taken to access the above information from available records. Historical records provided to the EPA concerning matters arising prior to 1 May 1995 are limited and may not be accurate or complete.

NOTE

Section 103S - GROUNDWATER PROHIBITION AREA - GLENELG EAST

Date of Notice: 13/12/2018

Date of Gazette in which notice published: 20/12/2018

Description of the water to which the notice relates: The prohibition relates to groundwater in:

The 1st Quaternary aquifer, being the body of groundwater 0 to approximately 6 metres below the ground surface within the specified area; and

(ii) The 1st and 2nd Quaternary aquifer, being the body of groundwater 0 to approximately 11 metres below the ground surface within the specified area.

Particulars in the notice of the site contamination affecting the water: The site contamination affecting the groundwater is in the form of chlorinated hydrocarbons, petroleum hydrocarbons and metals which represent actual or potential harm to human health or safety.

NOTE

General

Further information regarding this site can be found on the EPA website,

http://www.epa.sa.gov.au/data_and_publications/site_contamination_monitoring/investigations

BY - LAWS

COMMUNITY CORPORATION NO. 6830
INCORPORATED

10-12 Diagonal Road Glenelg East SA 5045

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COMMUNITY TITLES ACT, 1996

BY-LAWS OF COMMUNITY SCHEME

[The terms of these By-Laws are binding on the Community Corporation, the owners and Occupiers of the Community Lots comprising the scheme and persons entering the community parcel. These By-Laws may only be amended or revoked by special resolution of the Community Corporation in accordance with Section 39 of the Community Titles Act.]

1. Administration, Management and Control of common property

The Community Corporation is responsible for the administration, management and control of the common property.

2. Use and Enjoyment of the common property

- 2.1 The common property is, subject to the Act and these By-Laws, for the common use and enjoyment of residents in the Community Scheme and their visitors for access purposes.
- 2.2 A person must not, without the authorisation of the Community Corporation, damage or interfere with a structure or ancillary service on or in the common property.
- 2.3 A person must not, without the authorisation of the Community Corporation, use any portion of the common property for his or her own purposes as a garden.
- 2.4 A Community Lot owner or Occupier must not, without the authorisation of the Community Corporation, prune, remove, destroy, or otherwise damage or interfere with any vegetation (including without limitation flora, foliage, shrubbery, trees, vines, bushes, roses and other plant life) on or in the common property or any other Community Lot.
- 2.5 That the owner of Community Lot comprising pieces 3* and 4* has the right to stop and temporarily park a motor vehicle on the common property adjacent to the gate on the southern side of that Community Lot for the purpose of loading and unloading a motor vehicle.
- 2.6 A Community Lot owner or Occupier must place all their refuse bins either in their Community Lot or in the area designated for their Community Lot on the common property.

- 2.7 A Community Lot owner or Occupier must place all their refuse bins on the kerb for collection in front of their own Community Lot and in doing so shall not place their bins in any area on the kerbside less than 3 metres from the driveway entrance and remove their bins from the kerbside promptly after collection and in any event within 24 hours of collection.
- 2.8 The speed limit on the common property shall be ten (10) kilometres per hour.
- 2.9 Neither a Community Lot owner or Occupier may:
 - 2.9.1 park or leave a vehicle or permit a vehicle to be parked or left on the common property so as to obstruct a carport, driveway or entrance to a Community Lot, or in any place other than in a parking area specified by the Community Corporation for such purpose by the Community Corporation;
 - 2.9.2 permit oil leakages from any motor vehicle, trailer or motorcycle onto the common property and must reimburse the Community Corporation for the cost of cleaning or removing any oil stains to the garage or any part of the common property after due notice has been served;
 - 2.9.3 store any items in their car park other than a vehicle, motorcycle or trailer, unless approved by the Community Corporation; or
 - 2.9.4 permit the use of those spaces allotted for visitors parking for more than 48 hours or as permitted by the Community Corporation from time to time, without the prior written consent of the Community Corporation. Visitors are not permitted to use the carpark for more than four (4) visits within a seven (7) day period, or on any two (2) consecutive days.
- 2.10 Each Community Lot owner for the time being of a Community Lot are conferred the exclusive right to use a specified part of the common property for the purpose of parking an extra car on the following conditions:
 - 2.10.1 the extra car park for a Community Lot owner can only be used if there is already a car parked in the existing car park allocated for that Community Lot owner;
 - 2.10.2 the car park will be the area immediately in front of each existing car park allocated to each Community Lot owner;
 - 2.10.3 the car must be parked no more than half a metre behind the car parked in front of it;

- 2.10.4 the car must not be parked so to hinder or obstruct others from parking on the common property or from ingress to or egress from the common property; and
- 2.10.5 the owner of each car parks their car at their own liability and risks in all things and will indemnify and hold harmless the other Community Lot owners and persons parking on the common property against all claims of any nature whatsoever including but not limited to personal injury or death or loss or damage to the car or other property.

3. Use and Enjoyment of the Community Lots

- 3.1 A person may use a Community Lot for residential purposes and for other purposes that are normally incidental or ancillary to the use of land for residential purposes but must not use the Community Lot for any other purpose unless the use has been approved by the Community Corporation.

4. Exemption from provisions of the Act

That pursuant to Section 35 of the Act the Community Corporation is exempted from the following provisions of the Act:

- 4.1 The requirement to hold annual general meetings except the first statutory general meeting;
- 4.2 The requirement to prepare accounting records of the Community Corporation's receipts and expenditure and to prepare an annual statement of accounts;
- 4.3 The requirement to have the annual statement of accounts audited; and
- 4.4 The requirement to maintain a register of the names of the owners of the Community Lots.

5. Maintenance and Repair

- 5.1 The owner of a Community Lot must maintain and keep in good repair buildings, fences and other structural improvements to the Community Lot (including paintwork and external finishes).

- 5.2 If the Community Corporation is of the opinion that a tree growing on a Community Lot may cause a nuisance or hazard to any person, or may cause structural damage to any building or structure on the Community Lot, the Community Corporation may, by notice in writing given personally or by post to the owner, require the owner to have the tree removed.
- 5.3 The owner must comply with a requirement under By-Law 5.2.

6. Occupier's Obligation to Maintain the Community Lot in Good Condition

- 6.1 The Occupier of a Community Lot must keep the Community Lot in a clean and tidy condition.
- 6.2 The Occupier must properly maintain lawns and gardens in the Community Lot.
- 6.3 The Occupier of a Community Lot must-
 - 6.3.1 store garbage in an appropriate container that prevents the escape of unpleasant odours; and
 - 6.3.2 comply with any requirements of a council, health or environment authority for the disposal of garbage.
- 6.4 The Occupier of a Community Lot must not-
 - 6.4.1 bring or accept objects or materials on to the site of a kind that are likely to cause justified offence to the other members of the Community Corporation.
 - 6.4.2 allow refuse to accumulate so as to cause justified offence to others.
- 6.5 The Occupier of a Community Lot used for residential purposes must not use or store on the Community Lot any explosive, noxious or other dangerous substances.

7. Disturbances

- 7.1 The Occupier of a Community Lot must not engage in conduct that unreasonably disturbs the Occupier of another Community Lot or others who are lawfully on a Community Lot or the common property.

- 7.2 The Occupier of a Community Lot must ensure, as far as practicable, that persons who are brought or allowed on to the Community Lot or the common property by the owner do not engage in conduct that unreasonably disturbs the Occupier of another Community Lot or others who are lawfully on a Community Lot or the common property.
- 7.3 In particular the Occupier of a Community Lot must ensure that noise emission from the Community Lot, or from the area adjacent to the Community Lot where invitees of the Occupier are gathered for a party or other social occasion, is kept to a level where it will not disturb the occupants of other Community Lots between the hours of 12pm at night and 7am the following morning.
- 7.4 A copy of these by-laws shall be delivered to the lessee or Occupier of any Community Lot not personally occupied by the owner and, in any event, incorporated as annexure to any lease or licence granted to a lessee or Occupier by the owner.
- 7.5 A Community Lot owner or Occupier must not tamper, interfere or damage the property of another Community Lot owner and must not trespass on another Community Lot.
- 7.6 A Community Lot owner or Occupier shall not engage in any offensive, intimidating, harassing, threatening or abusive conduct towards another Community Lot owner, Occupier or visitor.

8. Insurance by Community Corporation

- 8.1 The Community Corporation shall effect such insurance as is required by Sections 103 and 104 of the Act but shall not be responsible for insuring buildings and other improvements on individual Community Lots.
- 8.2 A Community Lot owner or Occupier of a Community Lot must not, except with the approval of the Community Corporation, do anything that might:-
 - 8.2.1 void or prejudice insurance effected by the Community Corporation; or
 - 8.2.2 increase any insurance premium payable by the Community Corporation.

9. Building Insurance

The owner of each Community Lot shall insure all buildings and other improvements on the Community Lot in accordance with their own requirements and the Community Corporation shall have not have responsibility in respect thereof.

10. Public Liability Insurance

The owner of each Community Lot shall effect and keep current in respect of their Community Lot a Public Risk Policy in a sum not less than the amount prescribed by law and must provide the Community Corporation as requested by the Community Corporation from time to time, evidence of a current policy of insurance effected by the proprietor in terms of this By-Law.

11. Water Consumption Charges

- 11.1 Where there are not separate meters to each Community Lot, the Community Corporation may by special resolution determine:-
 - 11.1.1 to transfer the responsibility back to each Community Lot owner for payment of water consumption charges, and
 - 11.1.2 the basis of the division of water cost between each Community Lot owner.

12. Pets

- 12.1 The keeping of pets or birds on the Community Lots, other than permitted by the local government authority, is not permitted.
- 12.2 Where the keeping of a pet or birds on a Community Lot, the Community Lot owner must ensure that such pets or birds does not create unreasonable nuisance to the other Community Lot owners.
- 12.3 Any animal kept on a Community Lot as authorised by the Community Corporation must be confined to the Community Lot, and must not be allowed to wander onto the other Community Lots or onto the common property.

13. Scope of Common property

The Community Corporation may resolve by Special Resolution to include as common property any item of property or part thereof comprising the Community Scheme and require it to be maintained by the Community Corporation at its expense including but not limited to any fence or fences, measuring metres or solar panels servicing more than one Community Lot in the Community Parcel.

14. Internal Fencing

The provision of *The Fencing Act 1975* (as amended) shall apply as between the owners of adjoining Community Lots.

15. The Owner of a Community Lot must Immediately Notify the Community Corporation of:-

- 15.1 Any change in the ownership of the Community Lot or any change in the address of an owner, or
- 15.2 Any change in the occupancy of the Community Lot.

16. Offence

A person who contravenes or fails to comply with a provision of these By-Laws is guilty of an offence.

Maximum Penalty: \$500.00.

Any penalty imposed by the Community Corporation is payable within one month of the service of notice of the penalty or within such extended time as shall be allowed by the Corporation.

17. Community Corporation's Right to Recover Money

- 17.1 The Community Corporation may recover any money owing to it under the By-Laws as a debt.

- 17.2 An owner of a Community Lot must pay or reimburse the Community Corporation on demand the costs charges and expenses of the Community Corporation in connection with contemplated or actual enforcement, or preservation of any rights under the By-Laws in relation to the proprietor or Occupier.
- 17.3 The costs, charges and expenses recoverable by the Community Corporation shall include without limitation, those expenses incurred in retaining any independent consultant or other person to evaluate any matter of concern and its administration costs in connection with those events.
- 17.4 The Community Corporation may charge interest on any overdue monies owed by a proprietor or Occupier of a Community Lot to the Community Corporation at the rate of 12% per annum.

18. Occupier's Duties to be carried out by Owner in Certain Cases

If a Community Lot is unoccupied, any duties imposed on the Occupier by these By-Laws are to be carried out by the owner.

19. Interpretation

In these By-Laws:-

- 19.1 'Act' means the *Community Titles Act 1996*.
- 19.2 'Community Corporation' means the Community Corporation created by the deposit of the Plan of Community Division in respect of which these By-Laws are lodged.
- 19.3 'Community Lot' means a Community Lot created by Plan of Community Division referred to above.
- 19.4 'Community Parcel' means the whole of the land comprised in the Plan of Community Division referred to above excluding any land thereby vested in a Council, the Crown or a prescribed authority.
- 19.5 'Occupier' of a Community Lot includes the owner of the Community Lot.
- 19.6 'Site' includes any area on the property comprising the Community Parcel.
- 19.7 Except where otherwise appears words shall have the same meanings as are set out in the Act.

TERMS OF INSTRUMENT NOT
CHECKED BY LANDS TITLES
OFFICE

BY-LAWS
Development No. 110/C066/18

.....
.....
.....

Form 10

sections 30(1)(ia), 31(3)(ab), 34(2)(e), 39(5a), 47(2)(ka), 50(7)(a) of Act

Certificate as to preparation of ~~scheme description, by-laws or development contracts~~

Certified correctly prepared in accordance with the requirements of the Community Titles Act 1996 by the person who prepared the document/~~an officer of the community corporation~~ [strike out whichever is not applicable].

Date:

Name:

Address:

Signed:

HUNDRED OF NC

LOT 714, F.R. 8

PT SEC. 213

IN THE AREA N

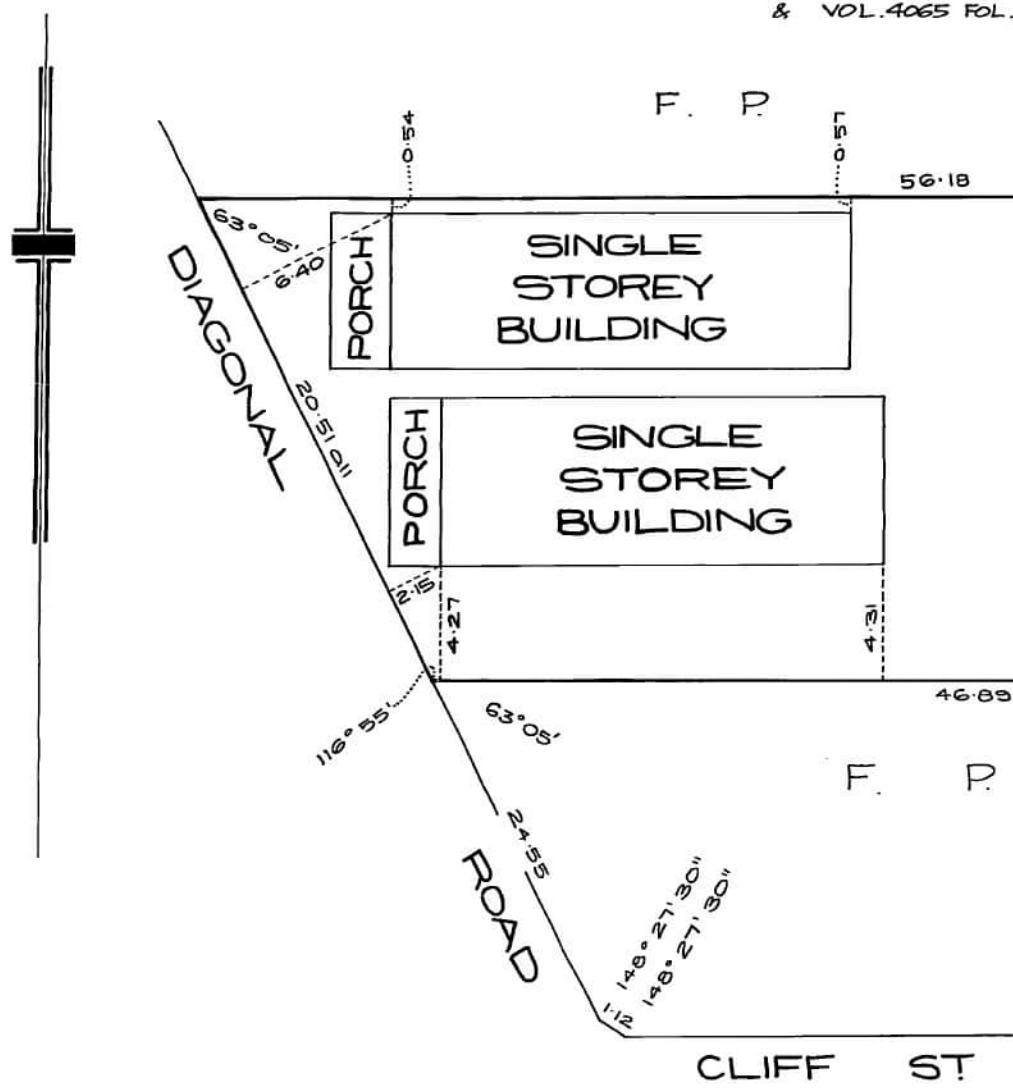
GLENELG E

SCALE 0 4 8 12

TOTAL AREA ~ 94

CT. VOL. 4151 FOL.

& VOL. 4065 FOL.



FOREST, GRIGULIS & ASSOCS. PTY. LTD.

SURVEYING & PLANNING CONSULTANTS

25 PIRIE STREET, ADELAIDE, 5000

PHONE - 212-7568

REFERENCE ~ 85146

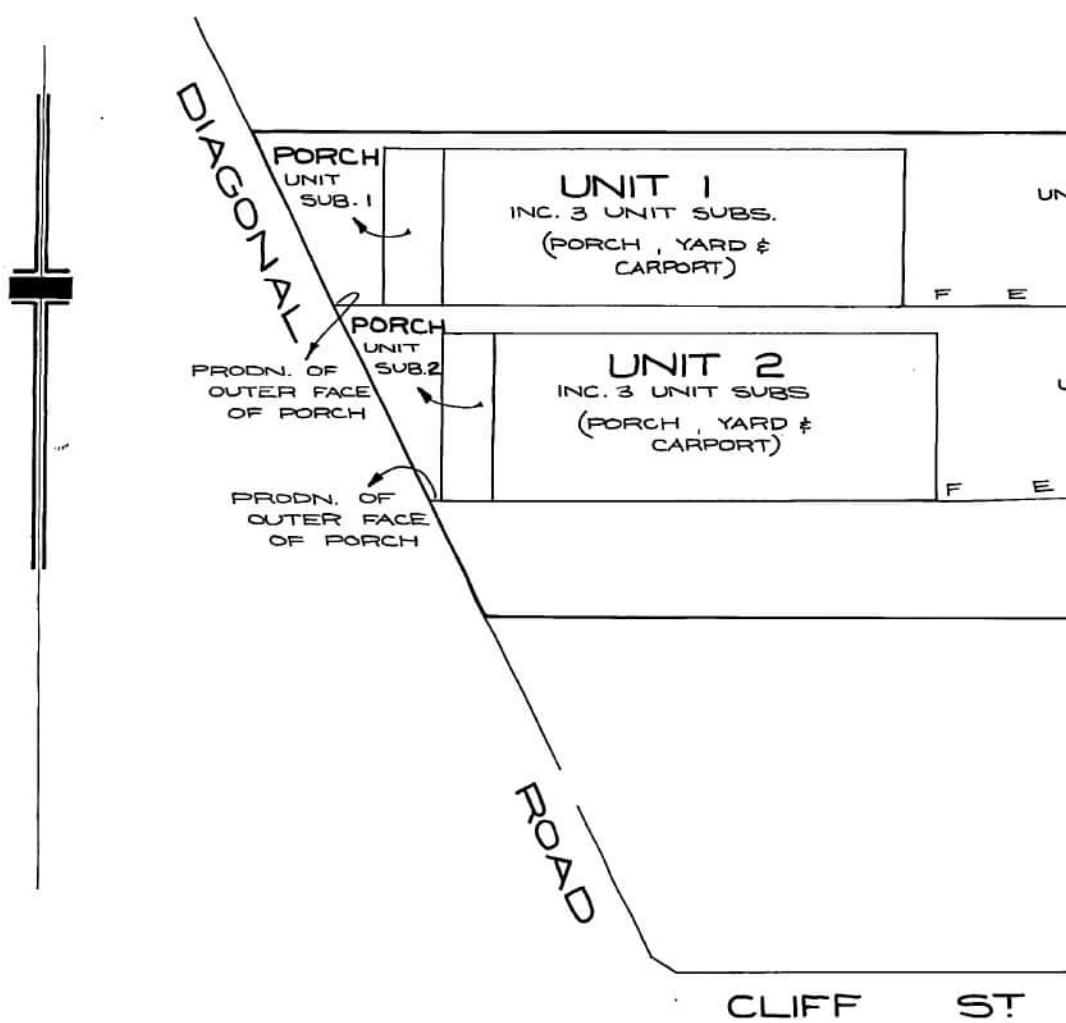
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MICROF
ON 29

FLOOR PLA

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FOREST, GRIGULIS & ASSOC. PTY. LTD.
SURVEYING & PLANNING CONSULTANTS
25 PIRIE STREET, ADELAIDE, 5000
PHONE ~ 212-7568

REFERENCE ~ 85146

5855F

MICROFIL
ON 29.

SCHEDULE OF UNIT ENTITLEMENT

UNIT NO	UNIT ENTITLEMENT	UNIT NO	UNIT ENTITLEMENT	
1	50			
2	50			
AGGREGATE	100	AGGREGATE		

MICROFIC
ON 29

STATEMENT PURSUANT TO SECTION 139 OF THE COMMUNITY TITLES ACT 1996



Date of Statement: 9 December 2025

Community Lot in respect of which the Statement is issued: Lot 1 in **Community Plan No. 6830 at Glenelg East, 10- 12 Diagonal Road, GLENELG EAST SA 5045**

Person requesting certificate: Name: **Cathy Williams**
Address: **Oakridge Conveyancers**

The Community corporation certifies the following with respect to the Lot being the subject of this Statement:

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

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

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

Amount	Dates due	Levy Period
\$412.50	01 Apr 2025	01 Apr 2025 to 30 Jun 2025-Paid
\$525.00	21 Jul 2025	01 Jul 2025 to 30 Sep 2025-Paid
\$525.00	01 Oct 2025	01 Oct 2025 to 31 Dec 2025-Paid
\$450.00	01 Jan 2026	01 Jan 2026 to 31 Mar 2026

Amount owing **\$0.00**

Interest due on unpaid levies **\$0.00**

Amount in credit for prepaid levies **\$0.00**

Sinking fund – contributions payable by regular periodic instalments or lump sum (section 76(1))

Total amount last determined with respect to the lot

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

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

Amount	Dates due	Levy Period
\$2.50	01 Apr 2025	01 Apr 2025 to 30 Jun 2025-Paid
\$2.50	21 Jul 2025	01 Jul 2025 to 30 Sep 2025-Paid
\$2.50	01 Oct 2025	01 Oct 2025 to 31 Dec 2025-Paid
\$2.50	01 Jan 2026	01 Jan 2026 to 31 Mar 2026

Amount owing **\$0.00**

Interest due on unpaid levies **\$0.00**

Amount in credit for prepaid levies **\$0.00**

Contribution Recovery: As per the Act 'The Corporation may recover an unpaid contribution such as debt from the unit holder of the unit in respect of which the contribution is payable (If Outstanding levies are unpaid/not adjusted at the time of settlement then it would be the New Owners to clear the dues).

Special contributions

Date due	Details	Determined	Amount due	Amount paid	Interest accrued*	Interest paid	Amount outstanding
27/11/2025	Special Levy - Admin	06/11/2025	550.00	542.17	NIL	NIL	7.83

*Interest to 09/12/2025

Particulars of Assets and Liabilities of the Corporation

Please refer to the copy of the Balance Sheet attached, at the date of this Statement.

Particulars of any Expenditure

(a) Incurred by the Corporation

As per the Minutes provided: Further, we were appointed as Managers in 2019, as such we take no responsibility for the accuracy of any information provided prior to our management.

(b) Resolved to be incurred to which the unit holder must, or is likely to be required to, contribute

As per the Minutes provided: Further, we were appointed as Managers in 2019, as such we take no responsibility for the accuracy of any information provided prior to our management.

Please Note: This property is part of a Strata/Community plan, additional approval for pets may be required. This process involves seeking consent from the corporation, which may include a notice period and additional fees. Approval is not guaranteed and is subject to the rules and regulations of the Strata/Community plan.

Documents Supplied

- Minutes of general meetings of the corporation and meetings of the management committee for the last two years
- Statement of Accounts of the corporation last prepared by the corporation
- The By-laws for the time being in force
- The current policies of insurance taken out by the corporation

Insurance policies

Particulars of all insurance policies taken out by the Community corporation.

Policy No. CA000607782 CHU Underwriting Agencies Pty Ltd

5

Type: Common Property Broker:

Premium: \$837.09 Paid on: 18/02/2024 Policy start date: 11/02/2025 Next due: 11/02/2026

Cover	Sum insured	Excess	Notes
Common Property	\$57,881.00	\$300.00	
Community Income	\$8,682.00	\$300.00	
Liability To Others	\$20,000,000.00	\$300.00	
Fidelity	\$100,000.00	\$300.00	
Office Bearers	\$500,000.00	\$300.00	
Voluntary Workers	\$200,000/\$2,000	\$300.00	
Government Audit Costs	\$25,000.00	\$300.00	
Appeal Expenses - Common Property Health & Safety	\$100,000.00	\$300.00	
Legal Defence Expenses	\$50,000.00	\$300.00	
Flood Cover	Included	\$300.00	

NOTE:

The information provided is accurate as at the date of this Statement and is not intended to be relied upon by any party other than the person who requested this Statement under Section 139 of the Act.

We advise you to contact the Office prior to settlement to get any updates. Upon settlement, the Purchaser should contact the office ASAP to ensure that their contact information is updated in our system, and levies can be paid without reminder and arrears fees being applied.

An inspection of the accounting records, minute books of the corporation and any other prescribed documentary material may be arranged by application to the Agent:
office@stratarama.com.au or (08) 8276 0426.

*Stratarama takes no responsibility for the accuracy of any documents provided, which have been sourced from archived records prior to our management.

This Statement was prepared on behalf of Community Corporation 6830 Inc by

Matt Rooney

Matt Rooney



74 Brighton Road, GLENELG SA 5045

MINUTES OF THE ANNUAL GENERAL MEETING

COMMUNITY CORPORATION 6830 Inc

CORPORATION ADDRESS: 10- 12 Diagonal Road, Glenelg East, SA 5045.

DATE: Friday the 15th of March 2024

TIME: 11.30 am

VENUE: Online (ZOOM)

PRESENT VIA PROXIES:

Mary Flaherty proxy to rep of Stratarama LOT 2

IN ATTENDANCE: Ms Niki Hassell representing Stratarama Pty Ltd.

PROCEEDINGS

QUORUM: The Manager declared that a quorum was in attendance at this meeting, by way of attendance and/or proxy. 1 of the 2 units were in attendance/ represented.

Declaration of Interest: All Members (or Nominee) must declare any interest that they may have in relation to any matters being discussed or determined at this meeting. These pecuniary interests may be either direct or indirect in nature.

Minutes' documentation: Several sections of the Minutes are repeated and recorded at each meeting. As such those matters may not be discussed to the same extent each year. These appear in full for the benefit of new group Members, so that they may have a strong understanding of the group's decisions.

1. **Chair:**

In accordance with current legislation, the representative from Stratarama may only chair the meeting if a majority of Members present or represented by proxy are in favour. Stratarama have no rights to vote at this meeting, except where exercising a proxy vote in accordance with the wishes of a Member, as their proxy. The Manager advised Members as to the proxies recorded for the meeting and advised that these are available for inspection. It was agreed that the Manager would act as the Secretary for this meeting, chair and record the minutes. Motion Passed.

MOTION CARRIED

2. **Acceptance of Previous Minutes:**

Minutes of the last meeting held by the group were resolved as a true and correct record of the meeting.

MOTION CARRIED

- Any outstanding matters arising from previous Minutes are discussed under the appropriate Agenda headings for this meeting.
- Correspondence is available to be accessed by Members via the online unit Owners portal. Each Member has the right to inspect records held by the Corporation and may do so by contacting management to arrange a suitable time during business hours.

3. **Acceptance of Financial reports/ Statements:**

The statement of accounts for the financial period ending 31st of December 2023 were circulated to Members for review prior to the meeting (as provided by previous management). These financial statements were accepted by Members.

- Audit N.B: An audit of trust accounts held by Stratarama is undertaken annually by an accredited Auditor as required. A copy of the report will be made available annually on the online Owners portal and can be sent to you direct by request to Stratarama.

MOTION CARRIED

4. **Appointment of Manager/ Management:**

It was resolved that:

- Stratarama Pty Ltd and/or their Nominee be appointed to assist the Corporation with management services. These services are those delegated as per the **Strata Title Act 1988**.
- Stratarama be remunerated by a primary annual management fee of \$800.00 inclusive of gst.
- Stratarama be remunerated for other service fees as outlined in the management agreement. The Presiding Officer is authorised to sign this agreement.
- The appointment be made for a period of 12 months from the date of this meeting and that upon expiry, management will continue on a month by month basis until the next meeting or the delegation of powers is revoked.
- Anthony Johnson be appointed as Public Officer to act on behalf of the group in all taxation related matters.
- The services provided by Stratarama Pty Ltd are in accordance with the **Strata Titles Act 1988 –section 23 (6)** and per the details outlined in the explanatory pamphlet (available from stratarama.com.au and by direct request of the Member)

MOTION CARRIED

5. **Election of Office Bearers & Committee:**

It was resolved that the following appointments be made for the coming period:

- Presiding Officer: Mary Flaherty LOT 2
- Treasurer: Mary Flaherty LOT 2
- Secretary: Mary Flaherty LOT 2

It was further confirmed that a Committee be appointed consisting of:

- All unit Owners

*Office Bearers do not have the power to vary the common property, grant exclusive rights, authorise any capital works or approve any installations or additions. Office Bearers do not have the power to resolve any matter for which a Special or Unanimous resolution is required. Office Bearers are authorised to oversee routine maintenance of the Corporation and oversee the adherence of Articles.

*The Committee may be empowered by the Corporation to make further decisions at properly convened Committee meetings. Committee meetings must be held in accordance with the Strata Titles Act 1988. An Agenda needs to be forwarded to all Committee Members and proper meeting minutes detailing the decisions made must be kept (copies to be held in the Corporation records).

MOTION CARRIED

6. **Insurance; review of Policies and Sums Insured:**

Stratarama advised the Corporation that **Section 103 (1) of the Community Titles Act 1996** requires the Corporation Owners to insure the **common property** for full replacement value or reinstatement value. In accordance with Section 103 (1)(b) a Community Strata scheme generally includes the buildings as common property and in these instances (where shown in the Act, plan or scheme description/ by-laws) the group will ensure the buildings collectively.

In Community schemes however the buildings with-in a Lot are not common property and must be insured individually by the Lot Owner. In accordance with Section 103 (1)(b) a Community Owner also has a responsibility to insure any part of their property including a party wall (building or structure) providing support or shelter to another building or structure on another Lot or common property.

Insurance Policy Breakdown:

Building cover:	\$55,125.00
Public/ Legal Liability:	\$20,000,000
Office Bearers Cover:	\$250,000
Fidelity Guarantee Cover:	\$100,000
Flood inclusion Cover:	Refer Policy details

Excess:	\$300 on all claims
Current Insurer:	CHU
	Expires: 11/02/2025

Excess payments: Members have previously resolved that; insurance excesses will be payable by the Corporation.

Claims: Stratarama advises that to ensure claims and insurance renewals are processed correctly, Members must report all possible claims as soon as possible.

Standing Direction and disclosure: To ensure compliance of current legislation, the Corporation agree to grant a standing direction to Stratarama Pty Ltd to renew the Corporation insurance (including obtaining quotes and changing Insurers) per direction of the Members at a meeting of the Corporation, or as

instructed by the Office Bearers where empowered to do so. It is noted that Stratarama Pty Ltd may receive a commission for placing your insurance of up to 20% of the base premium. Any commissions payable to Stratarama are disclosed in our management agreement. The commission received from the Insurer is a fee for service to act on behalf of the Corporation to assist with the obtaining of quotes, valuations, liaison between clients, insurer and trades, excess recovery, payments and the claims process.

Insurance cover decision: Members advised the Manager to renew the existing policy terms at the renewal date with CHU.

MOTION CARRIED

Insurance Valuation: Members resolved not to have an insurance valuation.

MOTION CARRIED

PDS & FSG: Copies of all product disclosure and Financial service guides for your Insurer can be easily located by visiting: <https://www.stratarama.com.au/general-information-and-pds/>

Contents & Landlord Protection covers: Stratarama advise the group that the Building policy contains neither contents nor landlord protection. The legal/ Public liability covers applied to the building also do not extend to the inside of a Lot/ unit. It is advisable for the Members to individually source these covers even during periods where the unit may be unoccupied. Tenant and Owner contents include such items as carpet, light fittings and curtains. Some options for these covers can be found via the Stratarama website: <https://www.stratarama.com.au/landlord-and-contents-insurance/>

7. **General Business / Maintenance: No Maintenance was discussed.**

Authorised vs Non-approved Repairers: The Corporation utilise the services of ARM to check, report and monitor the insurances, ABN, licenses and registrations of Contractors used on this site. This has been set to reduce the Corporations potential liability in this area. If the Corporation wishes to use a Contractor that is not ARM approved, Stratarama can be instructed by the Office Bearers in writing to do so. It is noted that the Owner may be personally liable for any loss, damage, defective work or public liability claim made, involving any unapproved Contractor.

8. **Administrative Fund Budget:**

The budget for the coming period was presented by the Manager. It was resolved that the proposed budget be accepted with contributions being set annually at **\$3,300.00**

Contributions will be raised quarterly equally as directed by Members, as per the budget schedule.

If the costs met by the Corporation in this period is less than the projected budget, the surplus funds will be carried over for future maintenance costs. **The quarterly contributions being \$400 per unit, per quarter.**

It is noted and confirmed that a previous resolution that all units will pay contributions in equal share as opposed to the original unit entitlement schedule.

MOTION CARRIED

9. **Sinking Fund Budget:**

The Manager advised that under existing legislation, any Corporation consisting of 7 units or more must undertake a sinking fund analysis for non-recurrent expenses which may be incurred. This analysis should forecast the upcoming 3 years for groups of 7+ units and 5 years for groups of 20 or more.

It was resolved that the group would not have a sinking fund for now.

The Manager advised Members that a Sinking fund projection for 10 years can be obtained from a Quantity Surveyor where requested by the Corporation. There is no requirement on Members to obtain a Quantity Survey Sinking forecast, nor for Members to act upon any budget presented. Stratarama takes no responsibility for any forecast provided by Stratarama direct or decisions made by the group when setting a sinking fund contribution.

MOTION CARRIED

Levies Due: Levies will fall due on the following dates- 1st of April, 1st of July, 1st of October and 1st of January.

Special Levy Authority/ shortfall of funds: Where the Corporation has insufficient funds to meet its recurrent expenditure, the Manager is authorised to raise a special levy necessary to raise sufficient funds to cover the shortfall and ensure the Corporation is able to continue to meet its financial obligations. The Manager would raise such levy after consultation with the groups Presiding Officer, in accordance with the entitlement values of each unit for payment by those registered as proprietors of each unit.

10. **Levy Arrears/ recovery of overdue contributions:**

In accordance with the governing legislation, the Corporation will apply interest to arrears at the amount of 15% per annum calculated daily. This interest will be applied where the payment of a contribution/ levy or levy/contribution instalment is not received with-in 30 days of the due date. The Presiding Officer and/or

Committee is authorised to waive penalty interest charges in circumstances of extreme adversity at their discretion only.

Stratarama is authorised (with no further authority required) to take action to recover all associated costs relating to debt recovery from any Owner in arrears, including but not limited to legal fees, administrative costs, service fees, court fees, debt collection costs and commissions payable to third party debt collection providers and any other costs incurred.

Overdue notices are charge to the Owner as follows: a) Stage 1 Debt recovery reminder \$11.00 inc gst
b) Stage 2 Debt recovery reminder \$22.00 inc gst c) Stage 3 Debt recovery reminder \$33.00 inc gst

MOTION CARRIED

11. Policies:

Correspondence Delivery: Where possible it is recommended that Members supply an email address and that this is utilised for correspondence delivery so as to receive all notifications and information from Management and the Committee as soon as possible. Members are responsible for notifying management of any changes to their contact details (including Property management and Tenant details) ASAP to prevent delivery failure of notices, levies and other information which may result in additional fees and costs to the individual. These costs are recoverable per the above levy arrears policy.

Owner contact register: The Corporation is required to maintain a register of unit Owner contact information in accordance with the current legislation. This information is accessible by Members, and personal contact information may be provided to Contractors attending site.

Approvals, additions and alterations: Any approval sought by a unit Owner outside of the Annual General meeting may require a special meeting to be held to resolve the request. Any request sought which is for the exclusive benefit of one Owner, associated meeting costs would be the responsibility of that Owner. All proposed approvals and alterations must be placed on the Agenda of the upcoming meeting so that they can be considered by the Members per the legislative requirements.

12. Approvals sought:

All approvals proposed are to be voted on in accordance with current legislative requirements. These applications must be recorded on the Agenda for the meeting.

MOTION CARRIED

13. Any Other Business:

No other business was tabled.

General Notes:

After-hours emergency maintenance: Stratarama will have available to Members an afterhours contractor available to handle all queries outside of business hours that are of an emergency nature. Simply contact the Stratarama office in event of an emergency to be directed to the contractors contact details.

Next Scheduled Meeting:

The next AGM for your Corporation is scheduled to be held at 11.00 am on or around Thursday the 13th of March 2025 at the office of Stratarama.

14. Meeting Closure:

There being no further business, attendees were thanked for their presence and the meeting declared closed 11.30 am.

MINUTES OF THE ANNUAL GENERAL MEETING

STRATA CORPORATION 6830 Inc

CORPORATION ADDRESS: 10-12 Diagonal Road, GLENELG EAST SA 5045

DATE: Thursday 13th March 2025

TIME: 11:00 am

VENUE: ZOOM

PRESENT:

PRESENT BY PROXY:

Mary Flaherty Proxy to Stratarama UNIT 2

APOLOGIES

Marion Kennedy (Sunrise Property Custodian Pty Ltd) UNIT 1

IN ATTENDANCE:

Colin Cameron representing Stratarama Pty Ltd

PROCEEDINGS

QUORUM: The Manager declared that a quorum was in attendance at this meeting, by way of attendance and/or proxy with 1 of 2 represented.

It is noted that where an Owner is unfinancial at a meeting, they do not form a part of the total quorum.

Declaration of Interest: All Members (or Nominee) must declare any interest that they may have in relation to any matters being discussed or determined at this meeting. These pecuniary interests may be either direct or indirect in nature. No interests were declared at this meeting.

Minutes' documentation: Several sections of the Minutes are repeated and recorded at each meeting. As such those matters may not be discussed to the same extent each year. These appear in full for the benefit of new group Members, so that they may have a strong understanding of the group's decisions.

1. Appointment of a Chairperson:

In accordance with current legislation, the representative from Stratarama may only chair the meeting if a majority of Members present or represented by proxy are in favour. Stratarama have no rights to vote at this meeting, except where exercising a proxy vote in accordance with the wishes of a Member, as their proxy. The Manager advised Members as to the proxies recorded for the meeting and advised that these are available for inspection.

It was agreed by Ordinary Resolution that the Manager would act as the Secretary for this meeting, chair and record the minutes.

MOTION CARRIED

2. Acceptance of Previous Minutes:

Minutes of the last meeting held by the group on **15/03/2024** were resolved by Ordinary Resolution as a true and correct record of the meeting.

MOTION CARRIED

Notes:

- Any outstanding matters arising from previous Minutes are discussed under the appropriate Agenda headings for this meeting.
- Correspondence is available to be accessed by Members via the online unit Owners portal. Each Member has the right to inspect records held by the Corporation and may do so by contacting management to arrange a suitable time during business hours.

3. Acceptance of Financial reports/ Statements:

It was resolved by Ordinary Resolution that the Statement of accounts for the financial period ending **13/12/2024** were circulated to all members for review, prior to the meeting, and were accepted by the members.

MOTION CARRIED

- Audit N.B: An audit of trust accounts held by Stratarama is undertaken annually by an accredited Auditor as required. A copy of the report will be made available annually on the online Owners portal and can be sent to you direct by request to Stratarama.

4. Appointment of Manager/ Management:

It was resolved by Ordinary Resolution that:

- Stratarama Pty Ltd and/or their Nominee be appointed to assist the Corporation with management services. These services are those delegated as per the **Strata Title Act 1988**.
- Stratarama be remunerated by a primary annual management fee of \$800 inclusive of GST.
- Stratarama be remunerated for other service fees as outlined in the management agreement. The Presiding Officer is authorised and instructed to sign this agreement.
- The appointment be made for a period of 12 months from the date of this meeting and that upon expiry, management will continue on a month by month basis until the next meeting or the delegation of powers is revoked.
- Anthony Johnson be appointed as Public Officer to act on behalf of the group in all taxation related matters.
- The services provided by Stratarama Pty Ltd are in accordance with the **Strata Titles Act 1988 –section 23 (6)** and per the details outlined in the explanatory pamphlet (available from stratarama.com.au and by direct request of the Member)

MOTION CARRIED

5. Election of Office Bearers & Committee:

It was resolved by Ordinary Resolution that the following appointments be made for the coming period:

• Presiding Officer:	Mary Flaherty	Unit 2
• Treasurer:	Mary Flaherty	Unit 2
• Secretary:	Mary Flaherty	Unit 2

It was further confirmed that a Committee be appointed, consisting of:

- All Office Bearers are listed above

MOTION CARRIED

Notes:

*Office Bearers do not have the power to vary the common property, grant exclusive rights, authorise any capital works or approve any installations or additions. Office Bearers do not have the power to resolve any matter for which a Special or Unanimous resolution is required. Office Bearers are authorised to oversee routine maintenance of the Corporation and oversee the adherence of Articles.

*The Committee may be empowered by the Corporation to make further decisions at properly convened Committee meetings. Committee meetings must be held in accordance with the Strata Titles Act 1988. An Agenda needs to be forwarded to all Committee Members and proper meeting minutes detailing the decisions made must be kept (copies to be held in the Corporation records).

6. Insurance; review of Policies and Sums Insured:

Stratarama advised the Corporation that **Section 30 of the Strata Titles Act 1988** requires the Corporation Owners to insure the property for full replacement value or reinstatement value. This includes all buildings and building improvements (including the costs to demolish, survey, architectural and engineering works/ plans and all other costs). Stratarama suggest regular insurance valuations of the property to ensure compliance and appropriate cover.

Insurance Policy Breakdown:

Common Property:	\$57,881	
Public/ Legal Liability:	\$20,000,000	
Office Bearers Cover:	\$200,000	
Fidelity Guarantee Cover:	\$100,000	
Catastrophe cover:	Refer Policy details	
Flood inclusion Cover:	Refer Policy details	
Excess:	\$300 on all standard claims	
Last Valuation report:	\$Nil	Dated: Nil
Current Insurer:	CHU Underwriting Agencies Pty Ltd	Expires: 11/02/2026

Insurance General notes and Reminders:

Excess payments: Members have previously resolved that; insurance excesses will be payable by the Corporation.

Claims: Stratarama advises that to ensure claims and insurance renewals are processed correctly, Members must report all possible claims as soon as possible.

a) Insurance cover decision:

Owners decided by Ordinary Resolution whether the insurance affected should be varied, or extended. The Manager was instructed to retain cover Further the Manager will seek an alternative quote closer to renewal. **MOTION CARRIED**

b) Insurance Valuation:

It was resolved by Ordinary Resolution that the Corporation would not engage the services of a licensed Insurance Valuer at this time.

MOTION CARRIED

c) Insurance Renewal, Manager Authority:

It was resolved by Ordinary Resolution that the Manager be authorised to instruct and assist the Corporations nominated insurer (or Broker where applicable) to deal with the next insurance renewal matter, obtain insurance quotations, and adjust/amend/add/delete cover for the forthcoming policy year for submission to the Corporation. Per direction of the Members at a meeting of the Corporation, or as instructed by the Office Bearers.

MOTION CARRIED

Disclosure notes: It is noted that Stratarama Pty Ltd may receive a commission for placing your insurance of up to 20% of the base premium. Any commissions payable to Stratarama are disclosed in our management agreement. The commission received from the Insurer is a fee for service to act on behalf of the Corporation to assist with the obtaining of quotes, valuations, liaison between clients, insurer and trades, excess recovery, payments and the claims process.

d) Insurance Renewal, Instructions:

It was resolved by Ordinary Resolution that the Manager forward any insurance quotations, including any written advice and disclosure summary to the Committee or Office Bearers for consideration. To ensure that the Corporation continues to hold insurance that meets requirements of the Act, the Manager is given authorisation to place the insurance for the forthcoming policy year, including in the event that, the Manager receives no response prior to the expiry of the insurance policy.

MOTION CARRIED

PDS & FSG: Copies of all product disclosure and Financial service guides for your Insurer can be located by visiting: <https://www.stratarama.com.au/general-information-and-pds/>

General Insurance notes not relating to the Corporations Policy:

Contents & Landlord Protection covers: Stratarama advise the group that the Building policy contains neither contents nor landlord protection. The legal/ Public liability covers applied to the building also do not extend to the inside of a Lot/ unit. It is advisable for the Members to individually source these covers even during periods where the unit may be unoccupied. Tenant and Owner contents include such items as carpet, light fittings and curtains. Some options for these covers can be found via the Stratarama website: <https://www.stratarama.com.au/landlord-and-contents-insurance/>

7. **General Business / Maintenance:**

- a) **Front Fence:** The condition of the front fence was raised and consideration be given to repair.
- b) **Carport Roofing:** The condition of the roof of the carport was raised and tabled to be discussed at a later meeting.
- c) **Separate Water Meter:** The installation of separate water meters was raised for further discussion and tabled until the next meeting.

Termites: Members note that the responsibility to inspect, treat and maintain (including termite damage repairs) is the responsibility of the Corporation. The Corporation may elect to undertake a termite inspection. Members noted that there have been no known termite inspections completed.

Authorised vs Non-approved Repairers: The Corporation utilise the services of SMATA Connect – Contractor Compliance to check, report and monitor the insurances, ABN, licenses and registrations of Contractors used on this site. This has been set to reduce the Corporations potential liability in this area. If the Corporation wishes to use a Contractor that is not SMATA Connect approved, Stratarama can be instructed by the Office Bearers in writing to do so. It is noted that the Owner may be personally liable for any loss, damage, defective work or public liability claim made, involving any unapproved Contractor.

8. **Administrative Fund Budget:**

The budget for the coming period was presented by the Manager as circulated with the agenda of meeting. It was resolved by Ordinary Resolution that the proposed budget be accepted.

Contributions will be raised quarterly according to unit entitlement, as per the budget schedule attached. If the costs met by the Corporation in this period is less than the projected budget, the surplus funds will be carried over for future maintenance costs.

MOTION CARRIED

9. **Sinking Fund Budget:**

The Manager advised that under existing legislation, any Corporation consisting of 7 units or more must undertake a sinking fund analysis for non-recurrent expenses which may be incurred. This analysis should forecast the upcoming 3 years for groups of 7+ units and 5 years for groups of 20 or more.

It was resolved by Ordinary Resolution that no Sinking fund was to be set by the Members at this meeting. Contributions will be raised quarterly according to unit entitlement, as per the budget schedule.

MOTION CARRIED

Levies Due: Levies will fall due on the following dates- 1st April 2025, 1st July 2025, 1st October 2025, 1st January 2026.

The Manager advised Members that a Sinking fund projection for 10 years can be obtained from a Quantity Surveyor where requested by the Corporation. There is no requirement on Members to obtain a Quantity Survey Sinking forecast, nor for Members to act upon any budget presented. Stratarama takes no responsibility for any forecast provided by Stratarama direct or decisions made by the group when setting a sinking fund contribution.

10. **Special Levy Authority/ shortfall of funds:** It was resolved by Ordinary Resolution that where the Corporation has insufficient funds to meet its recurrent expenditure, the Manager is authorised to raise a special levy necessary to raise sufficient funds to cover the shortfall and ensure the Corporation is able to continue to meet its financial obligations. The Manager would raise such levy after consultation with the groups Presiding Officer, in accordance with the entitlement values of each unit for payment by those registered as proprietors of each unit.

MOTION CARRIED

11. **Levy Arrears/ recovery of overdue contributions:**

It was resolved by Unanimous Resolution that in accordance with the governing legislation, the Corporation will apply interest to arrears at the amount of 15% per annum calculated daily. This interest will be applied where the payment of a contribution/ levy or levy/contribution instalment is not received with-in 30 days of the due date. The Presiding Officer and/or Committee is authorised to waive penalty interest charges in circumstances of extreme adversity at their discretion only.

Stratarama is authorised (with no further authority required) to take action to recover all associated costs relating to debt recovery from any Owner in arrears, including but not limited to legal fees, administrative costs, service fees, court fees, debt collection costs and commissions payable to third party debt collection providers and any other costs incurred. Motion carried unanimously.

Overdue notices are charge to the Owner from as follows: a) Stage 1 Debt recovery reminder \$11.00 inc gst
b) Stage 2 Debt recovery reminder \$22.00 inc gst
c) Stage 3 Debt recovery reminder \$33.00 inc gst

MOTION CARRIED UNANIMOUSLY

12.

Policies:

Correspondence Delivery: Where possible it is recommended that Members supply an email address and that this is utilised for correspondence delivery so as to receive all notifications and information from Management and the Committee as soon as possible. Members are responsible for notifying management of any changes to their contact details (including Property management and Tenant details) ASAP to prevent delivery failure of notices, levies and other information which may result in additional fees and costs to the individual. These costs are recoverable per the above levy arrears policy.

Owner contact register: The Corporation is required to maintain a register of unit Owner contact information in accordance with the current legislation. This information is accessible by Members, and personal contact information may be provided to Contractors attending site.

Approvals, additions and alterations: Any approval sought by a unit Owner outside of the Annual General meeting may require a special meeting to be held to resolve the request. Any request sought which is for the exclusive benefit of one Owner, associated meeting costs would be the responsibility of that Owner. All proposed approvals and alterations must be placed on the Agenda of the upcoming meeting so that they can be considered by the Members per the legislative requirements.

13. Approvals sought:

All approvals proposed are to be voted on in accordance with current legislative requirements. These applications must be recorded on the Agenda for the meeting.

a) Nil

MOTION CARRIED

14. Any Other Business:

a) Nil

General Notes:

After-hours emergency maintenance: Stratarama will have available to Members an afterhours contractor available to handle all queries outside of business hours that are of an emergency nature. Simply contact the Stratarama office in event of an emergency to be directed to the Contractors contact details.

Next Scheduled Meeting:

The next AGM for your Corporation is tentatively scheduled to be held via ZOOM on or around Thursday the 12th of March 2026 at 11:00 am.

15. Meeting Closure:

There being no further business, attendees were thanked for their presence and the meeting declared closed at 11:45 am.



Level 13, 431 King William Street
Adelaide SA 5000

Certificate of Currency

CHU Community Association Insurance Plan

Policy No	CA0006077825
Policy Wording	CHU COMMUNITY ASSOCIATION INSURANCE PLAN
Period of Insurance	11/02/2025 to 11/02/2026 at 4:00pm
The Insured	COMMUNITY CORPORATION NO. 6830 INC.
Situation	10 DIAGONAL ROAD GLENELG EAST SA 5045

Policies Selected

Policy 1 – Community Property

Community property: \$57,881

Community income: \$8,682

Common area contents: \$0

Policy 2 – Liability to Others

Limit of liability: \$20,000,000

Policy 3 – Voluntary Workers

Death: \$200,000

Total Disablement: \$2,000 per week

Policy 4 – Fidelity Guarantee

Sum Insured: \$100,000

Policy 5 – Office Bearers' Legal Liability

Limit of liability: \$500,000

Policy 6 – Machinery Breakdown

Not Selected

Policy 7 – Catastrophe Insurance

Not Selected

Policy 8 – Government Audit Costs and Legal Expenses

Part A: Government Audit Costs: \$25,000

Part B: Appeal expenses – common property health & safety breaches: \$100,000

Part C: Legal Defence Expenses: \$50,000

Flood Cover is included.



Flood Cover Endorsement

Flood cover is included.

The following terms and conditions of Your Policy is hereby amended by this endorsement and should be read in conjunction with, and as forming part of Community Association Insurance Plan.

Policy 1, Exclusion 1. a. "caused by Flood" is hereby removed.

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered.

Date Printed

10/02/2025

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM563 - 1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

Income & Expenditure Statement
 for the financial year
 to 09/12/2025

Community Corporation 6830 Inc

Glenelg East, 10- 12 Diagonal Road, GLENELG EAST
 SA 5045

Administrative Fund

Current period

01/01/2025-09/12/2025

Revenue

Interest on Arrears--Admin	24.58
Levies Due (Special)--Admin	1,100.00
Levies Due--Admin	3,750.00
<i>Total revenue</i>	<u>4,874.58</u>

Less expenses

Admin--Agent Communication & info	119.13
Admin--ATO Public Officer--Taxation Services	132.00
Admin--Auditors--Audit Services	150.00
Admin--Contractor Compliance Check	90.00
Admin--Income Tax Returns--Admin	187.00
Admin--Management Fees--Standard	800.04
Admin--Meeting Fee-Daytime	99.00
Insurance--Premiums	837.09
Maint Grounds--Lawns & Gardening	1,314.98
<i>Total expenses</i>	<u>3,729.24</u>

Surplus/Deficit 1,145.34

Opening balance 42.14
 Closing balance **\$1,187.48**

Sinking Fund

Current period

01/01/2025-09/12/2025

Revenue

Interest on Arrears-- Sinking Fund	0.15
Levies Due-- Sinking Fund	20.00
<i>Total revenue</i>	<u>20.15</u>

Less expenses

<i>Total expenses</i>	<u>0.00</u>
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Surplus/Deficit	<u>20.15</u>
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Opening balance	10.14
<i>Closing balance</i>	<u>\$30.29</u>