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Member of REISA

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# CONTRACT FOR THE SALE OF LAND

## RESIDENTIAL PROPERTY

**Notice to purchaser: This is a contract for the sale of residential land. You may be bound by the terms of this contract if it is signed by both you and the vendor. You should seek independent legal advice if you are unsure about the terms contained in this contract. Contracts for the sale of land may be subject to a 2 day cooling-off period (exercisable by the purchaser) under section 5 of the Land and Business (Sale and Conveyancing) Act 1994.**

The Vendor agrees to sell and the Purchaser agrees to buy the property at the price and on the terms set out herein.

**VENDOR** SOUTH AUSTRALIAN HOUSING TRUST  
GPO BOX 1669, ADELAIDE, SOUTH AUSTRALIA, 5001

**PURCHASER** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 ABN \_\_\_\_\_ Mobile \_\_\_\_\_ Phone \_\_\_\_\_

Purchaser provides this email for service of a Form 1 Email \_\_\_\_\_

**THE PROPERTY** being improved / ~~unimproved~~ land situated at and known as

71 DRAYTON STREET BOWDEN SA 5007 THE WHOLE OF THE LAND COMPRISED IN CERTIFICATE OF TITLE VOLUME 6307 FOLIO 191 BEING IMPROVED LAND LOCATED AT 71 DRAYTON STREET BOWDEN SOUTH AUSTRALIA 5007  
 WHOLE OF LOT 562 ON PRIMARY COMMUNITY PLAN 43324 IN THE AREA NAMED BOWDEN IN THE HUNDRED OF YATALA

**GST Conditions of Sale** (refer Further Terms Clause 2)

1. Is the sale the supply of *residential premises\** which is *input taxed\*\** ?  No  Yes  
 If Yes, GST does not apply. If No, GST applies and answer question 2.
2. If GST applies, is it included in the Purchase Price? If Yes answer question 3.  No  Yes  
 If No, item 4 below applies.
3. If GST is included in the Purchase Price, is the margin scheme to be applied?  No  Yes  
 If Yes (*clause 21.4 applies*).
4. If GST applies to the sale and it is not included in the Purchase Price, then GST is to be added to the Purchase Price below.

The Agent is not qualified to advise on GST liability. The Vendor and Purchaser must obtain their own professional advice.

\* *residential premises means land or a building that is occupied as a residence or for residential accommodation; or is intended to be occupied, and is capable of being occupied, as a residence or for residential accommodation*

\*\* *input taxed (meaning GST is not payable)*

<b>PURCHASE PRICE</b>	Amount Payable for Property	\$	
<b>GST</b>	GST payable (if in addition)	-	
	<b>TOTAL</b>	\$	
<b>DEPOSIT</b>		\$	

The deposit will be paid:

- immediately after auction; or if no auction
- if the cooling off right is waived then on signing this Contract; or
- on the next day following the expiration of the "cooling off" period, being 2 business days after service of the Form1.
- other: \_\_\_\_\_

**SETTLEMENT DATE**

Settlement will be:

(a) the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_; or  
 (b) \_\_\_\_\_  
 \_\_\_\_\_

**SCHEDULE**

**Inclusions:** Other property (chattels and fixtures and fittings) included in the sale

ALL FIXTURES AND FITTINGS

**Exclusions:** fixtures and fittings and other property not included in the sale

Personal effects:  Vendor's  Occupier's Other:  dishwasher  non-standard telephones

**Known Encroachments and Fences not on Boundaries** (if any)

NONE KNOWN

**Alterations and Improvements erected without consent** ("notified works" if any) (General Condition 5)

NONE KNOWN

**Works to be carried out by Vendor prior to settlement** (if any "Vendor's Works")

NIL

**CGT Withholding Tax**

All Vendors will require a CGT clearance to avoid a withholding tax at settlement being paid to Australian Tax Office (ATO).

Vendor to apply  Vendor's Accountant or Tax Agent to apply

**GST Withholding Tax**  Applicable  Not Applicable

If the Property constitutes new residential premises (*substantial renovations and commercial residential premises not applicable*) or if the Property constitutes potential residential land included in a property subdivision plan as defined in *Subdivision 14-E of Schedule 1 - Taxation Administration Act 1953 (Cth)* then General Condition Clause 28 applies.

The Vendor must give the Purchaser a GST Withholding Notice at least 14 days prior to Settlement. The Purchaser is personally liable to pay the required GST amount to the ATO and is discharged from paying that to the Vendor in the Purchase Price at Settlement.

The 'Not Applicable' above (if marked) is Notice by the Vendor to the Purchaser pursuant to Section 14-255(1) of Schedule 1 - Taxation Administration Act 1953 (Cth) that the Purchaser is not required to make a payment under Section 14-250 of that Act. If "Applicable" is marked then the Vendor must serve a complying notice as detailed in clause 28.

**Swimming Pool and Spa Compliance**  Not Applicable  Pool on Property  Pool Complies

The Vendor must by law at or before settlement ensure that the swimming pool and spa ("Pool") complies with all Pool safety requirements. For Pools constructed pre- June 1993 refer *Development Act 1993* and Ministerial Specification SA 76D. If constructed after refer to the *Development Act 1993* and Regulations and Australian Standards AS 1926. The Vendor will produce and/or obtain a pool compliance certificate prior to settlement if requested by the Purchaser. If works are required detail the works.

**TENANCIES**  No  Yes

Tenant: \_\_\_\_\_

Period or Fixed: \_\_\_\_\_ From \_\_\_\_\_ to \_\_\_\_\_

Rent Payable: \_\_\_\_\_ per \_\_\_\_\_ Bond with tribunal  No  Yes \_\_\_\_\_

**Matters Affecting Title**

(Only complete if a Form 1 is not served with the Contract and a 'cooling off' period is not applicable.) Detail all encumbrances (existing or intended to be created) not to be discharged prior to settlement.

NIL

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**SPECIAL CONDITIONS**

(clause 14)

**SC 1 FINANCE**

SC 1.1 This Contract is conditional upon the Purchaser obtaining, on or before the date specified below, approval in writing for a loan in the amount specified below (or such lesser amount as the Purchaser may accept) at the interest rate specified below and otherwise on such terms and conditions that the lender requires but acceptable to the Purchaser, to assist in purchasing the property (the "approval").

SC 1.2 The Purchaser will use best endeavours to obtain the loan.

SC 1.3 In the event that the approval is not obtained on or before the latest date for approval and provided the Purchaser has not waived this special condition and communicated such waiver to the Vendor in writing then either party (but, in the case of the Purchaser, provided it has complied with SC1.2) may immediately terminate this Contract by giving notice in writing to the other party.

SC 1.4 In the event of termination of the Contract pursuant to SC1.3 and provided the Purchaser has complied with SC1.2 all monies paid by or on behalf of the Purchaser will be repaid to the Purchaser.

SC 1.5 In the event of termination of this Contract pursuant to SC1.3 in circumstances where the Purchaser has failed to comply with SC1.2 the Vendor will be entitled to the deposit which is forfeited and to proceed against the Purchaser for damages for breach of Contract.

**Latest Date for approval** \_\_\_\_\_ by 5pm

**Amount of Loan** \_\_\_\_\_

**Interest Rate** \_\_\_\_\_

**Property/s to be Secured** \_\_\_\_\_

**SC 2 SALE OF THE PURCHASER'S PROPERTY**

The Purchaser will use all best endeavours to sell and effect settlement of the property, the subject of this clause.

SC 2.1  This Contract is conditional upon the Purchaser entering into a contract on or before the \_\_\_\_\_ day of \_\_\_\_\_ for the sale of property at

\_\_\_\_\_ for a price of not less than \_\_\_\_\_ or such lesser sum that the Purchaser may accept and settlement of that contract occurring on or before

the \_\_\_\_\_ day of \_\_\_\_\_

SC 2.2  This Contract is conditional upon the sale of the Purchaser's property, being the property at

\_\_\_\_\_ settling on or before the \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_ pursuant to a contract entered into by the Purchaser dated the

\_\_\_\_\_ day of \_\_\_\_\_

SC 2.3 In the event that the condition in SC2.1 or SC 2.2 (if applicable) is not satisfied within the time prescribed and provided the Purchaser has not waived this special condition and communicated such waiver to the Vendor in writing either party (but, in the case of the Purchaser, provided it has used all best endeavours as required by this clause) may immediately terminate this Contract by giving notice in writing to the other.

SC 2.4 In the event of termination of this Contract pursuant to SC2.3 and provided the Purchaser has used all best endeavours all monies paid by or on behalf of the Purchaser will be repaid to the Purchaser.

SC 2.5 In the event of termination of this Contract pursuant to SC2.3 in circumstances where the Purchaser has failed to use best endeavours the Vendor will be entitled to the deposit which is forfeited and to proceed against the Purchaser for damages for breach of Contract.

**OTHER CONDITIONS**

(rule off if this area is not needed)

NIL

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# Further Terms

## 1. Defined terms & interpretation

### 1.1 Defined terms

In this Contract:

**Business Day** means any day except Saturdays, Sundays and declared public holidays in Adelaide, South Australia.

**Claim** and **Claims** mean:

- (a) all liability, damage, loss and injury;
- (b) any suit, action, proceeding, account, right, claim, complaint, demand, application, cause of action, arbitration, order and judgment;
- (c) any debt, damages, penalty, payment and Costs, charges and expenses (including legal Costs on the higher of a full indemnity or solicitor and own client basis),

whether present or future, certain or contingent, ascertained or sounding only in damages, due or which may become due, and whether presently known or unknown, or whether in law or in equity.

**Contamination** includes any adverse effect on the land air water organisms or ecosystems or the amenity of an area that is caused or contributed to by any thing or substance (whether living or not living) and whether in solid liquid or gaseous form (or any combination of them), including waste and pollution, odour, heat, sound, vibration or radiation and Contaminant has a corresponding meaning.

**Contract** means the agreement comprising:

- (a) the SAA Contract including the Schedule attached hereto; and
- (b) these Further Terms; and
- (c) the Further Special Conditions; and
- (d) all other annexures attached hereto, and 'contract' has the same meaning.

**Cost and Costs** means:

- (a) costs, charges and expenses, including those incurred in connection with advisors, experts and consultants, including legal costs and expenses on the higher of a full indemnity or a solicitor and own client basis;
- (b) fines, penalties, interest, stamp duty or anything similar imposed by legislation;
- (c) any costs incurred in connection with anything required to be done pursuant to this Contract.

**Date of this Contract** means the date on which the Vendor signs this Contract.

**Environmental Condition of the Property** means the condition of the Property at the Date of this Contract, including the presence of any Contaminant in or under or emanating from the Property or groundwater.

**Environmental Law** means the Law dealing with pollution, contamination of air, land or water, or the protection of health or the environment, and includes any law, regulation, ordinance, policy, guideline, standard or communication of any Relevant Authority, and the requirements of the common law from time to time.

**Land** means the land specified on Page 1 of the SAA Contract under the heading 'THE PROPERTY'.

**Law** means

- (a) any statute, regulation, ordinance, code, order, by-law or subordinate legislation in force from time to time, whether made by a State, Territory or Federal Government or by a Local Government Council;
- (b) any other regulatory instruments applying to the Property; and
- (c) the common law applicable from time to time in the State of South Australia.

**LTO** means the Lands Titles Office of South Australia situated at 101 Grenfell Street, Adelaide, South Australia.

**Pegs** means boundary marker pegs.

**Property** means the Land together with all improvements and fixtures on the Property.

**Property Information** means all documents, information and any other items provided by the Vendor or the Vendor's Representative to the Purchaser (or a party on behalf of the Purchaser including the Purchaser's advisors and consultants) in respect of the Property.

**Relevant Authority** means any public, governmental, semi-governmental, statutory or regulatory authority, department or other similar body that has rights (whether present, contingent or at some time in the future) over, on or in the Property and includes the Relevant Authorities that assesses applications under the *Development Act 1993* (SA) and any licensed entity under the *Electricity Act 1996* (SA) and the *Gas Act 1997* (SA).

**SAA Contract** means the Society of Auctioneers and Appraisers (SA) Inc Contract comprising part of this Contract.

**Schedule** means the Schedule to the SAA Contract forming part of this Contract.

**Services** means any fixtures, fittings, services, utilities and improvements situated on, in or supplied to or serving the Property from time to time (including telephone, electrical, plumbing, water, sewerage, air-conditioning, gas, fire prevention, fire safety) and includes any meters or other equipment associated with the provision of those services.

**Settlement** means the date that settlement is actually effected under this Contract. Settlement Date means the date as determined in accordance with page 2 of the SAA Contract.

**Vendor's Representative** means a director, employee, servant, agent, contractor or advisor of the Vendor from time to time and includes the Vendor's solicitors and real estate agent.

## 1.2 Interpretation

In this Contract and these Further Terms unless the context requires otherwise, or the contrary intention appears:

- a) the singular includes the plural and vice versa;
- b) a reference to any gender includes all genders;
- c) another grammatical form of a defined word or phrase has a corresponding meaning;
- d) a reference to a document, agreement or instrument is a reference to that document, agreement or instrument, and where appropriate, the document, agreement or instrument novated, altered, supplemented or replaced from time to time;
- e) a reference to a clause, paragraph, schedule, information table or annexure (if any) is a reference to a clause, paragraph of, schedule to, information table or annexure to this Contract, and reference to this Contract includes any schedule or annexure;
- f) a reference to \$A, A\$, dollar or \$ is to Australian currency;
- g) a reference to time is to the time in Adelaide, South Australia;
- h) a reference to a party is a reference to a party to this Contract, and reference to a party includes the party's personal representatives, executors, agents, attorneys, administrators, successors and permitted assigns and substitutes;
- i) a reference to a person includes a natural person, partnership, firm, joint venture, body corporate, body politic, association (whether incorporated or unincorporated), trust, statutory, governmental, local or other authority or agency or other entity or any other entity having a separate legal existence, and a reference to any one of them includes to the others;
- j) a reference to a statute, ordinance, code or other law includes regulations, orders and other instruments issued under it and any modifications, consolidations, amendments, re-enactments or replacements of any of them;
- k) a reference to a thing (including a right) includes part of that thing;
- l) the meaning of general words is not limited by specific examples introduced by including, for example, such as or similar expressions;
- m) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- n) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Contract or any part of it;
- o) if a day on or by which an obligation must be performed or an event must occur is not a Business day, the obligation must be performed or the event must occur on or by the next Business day;
- p) headings are for ease of reference and do not affect the meaning and interpretation of this Contract.

## 2. Goods and services tax

### 2.1 Consideration is GST Inclusive

The parties acknowledge that the Purchase Price referred to on page 1 of the SAA Contract has been stated on a GST inclusive basis.

### 2.2 Margin Scheme

The Vendor and the Purchaser agree that if:

- (a) the supply of the Property is a taxable supply; and
  - (b) the margin scheme is capable of applying to that supply,
- the margin scheme is to apply in working out the amount of GST on that supply.

### 2.3 Tax Invoices

If the supply of the Property is a taxable supply, but the margin scheme is not capable of applying to that supply, the Vendor shall provide the Purchaser with a tax invoice at Settlement.

### 2.4 General

- (a) In this Further Term, 'GST Act' means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- (b) A word or expression used in this Further Term which is defined in the GST Act has the same meaning in this Further Term.
- (c) This Further Term shall survive Settlement and any termination of this Contract.
- (d) For the avoidance of doubt, this Further Term binds any other entity who is or becomes a supplier or recipient for GST purposes under or by reason of any assignment of this Contract.

## 3. Purchaser's own enquiries and condition of the Property

### 3.1 Information, inspection and condition of the property

- (a) The Purchaser expressly acknowledges, agrees and warrants to purchase and take possession of the Property in the condition it is in as at the Date of this Contract.
- (b) Without limiting Further Term 3.1(a), the Purchaser acknowledges, warrants and represents to the Vendor that:
  - (i) it has been given an opportunity to inspect the Property and to make enquiries of the Vendor and its officers, employees, agents, advisers and consultants about the Property;
  - (ii) it has undertaken an extensive review of the Property and the Property Information;
  - (iii) it relies on its own judgment and professional advice (including any inspection of the Property), in deciding to purchase the Property;
  - (iv) it purchases the Property in its existing condition and state of repair (including the presence of any Contaminant in or under or emanating from the Land);
  - (v) it has satisfied itself as to the value of the Property from its own independent valuations and reports;
  - (vi) no statement, representation or warranty (express or implied) has been made by the Vendor, a Vendor's Representative or on behalf of the Vendor about the Property including (without limitation):
    - (A) the suitability of the Property for any purpose;
    - (B) the present state of repair or other condition of the Property;
    - (C) whether previous occupiers of the Property have carried out any building work of any kind or as to whether such works were constructed in accordance with all required consents or approvals from a Relevant Authority;
    - (D) the compliance of the Property with Environmental Laws, or about the Environmental Condition of the Property;
    - (E) the presence of any encroachment, either from the Property onto an adjoining property, or from an adjoining property onto the Property;
    - (F) as to the accuracy, completeness, currency or reliability of the Property Information,

and if any such statement, representation or warranty (express or implied) was made or is deemed by law to have been made by the Vendor, a Vendor's Representative or on behalf of the Vendor, the Purchaser has not relied on any such statement, representation or warranty (express or implied) in deciding to enter into this Contract and purchase the Property;

- (i) the Purchaser is responsible for any maintenance and repairs to the Property from the Date of this Contract (except for maintenance and repairs required to be undertaken as a result of the statutory warranties under section 32 of the *Building Work Contractors Act 1995* (SA));

### 3.2 No requisition or objection

The Purchaser must not make any requisition or objection, Claim, refuse or delay Settlement or refuse or delay payment of the Purchase Price (or any portion of the Purchase Price) for any reason connected with:

- (a) any encroachment of improvements on the Property onto adjoining land;
- (b) any encroachment of improvements on adjoining land onto the Property;
- (c) any restriction imposed by the *Development Act 1993* (SA) or any other Law in relation to the use of the Property;
- (d) any permit, consent or approval, or any term, condition, restriction, obligation or requirement of any permit, consent or approval for the use of the Property;
- (e) any encumbrances, easements, rights, exceptions and reservations as to the Property;
- (f) the present state of repair or condition of the Property;
- (g) any misdescription of the Property or any inaccuracy of measurement;
- (h) fences not being on the true boundaries of the Property;
- (i) the location of any Pegs on the Property at the Date of this Contract and in particular:
  - (i) whether any pegs are on the correct boundaries of the Property; or
  - (ii) that the Pegs will be situated on the Property at Settlement;
- (j) the Environmental Condition of the Property;
- (k) the presence of or obligation to remove, treat or otherwise deal with or manage any asbestos or Contaminants in or on the Property or Contamination of or under the Land (including Contamination of the ground water) or any adjoining land (whether the Claim arose before or after Settlement);
- (l) the existence of terms of any heritage order or restriction affecting the Property;
- (m) the disconnection or absence of any Services from the Property;
- (n) erecting or repairing a dividing fence or the Costs of doing so;
- (o) the existence of any tree or tree stump (whether a significant tree or previously significant tree (within the meaning of the *Development Act 1993* (SA)) or otherwise) on or in the Property;
- (p) loss of or damage to any property (including without limitation the Property) or any injury to or the death of any person caused or contributed to by any tree (whether a significant tree or otherwise) on the Property;
- (q) the existence of white ants on the Property before or after Settlement;
- (r) compliance with Environmental Laws;
- (s) any Claim regarding right of support;
- (t) the nature, composition, degree of compaction or stability of landfill on or comprising part of the Property and any related Costs;
- (u) any building work or improvements on or to the Property effected prior to the date of this Contract.

### 3.3 No merger

All rights and obligations under this Further Term continue and survive and do not merge on Settlement or any termination of this Contract.

## 4. Environmental compliance

### 4.1 Environmental Condition of the Property

Without limiting Further Term 3, the Purchaser is aware of and accepts the Environmental Condition of the Property.

### 4.2 Vendor not liable for remediation

- (a) As between the Vendor and Purchaser, on and from Settlement, the Purchaser assumes all responsibility and liability for the Environmental Condition of the Property, and is solely responsible to remediate, make good, rectify and make safe the Property in respect of Contaminants in or under or emanating from the Property (including groundwater), whether caused or arising before or after Settlement.
- (b) If, as a matter of law, the Vendor is required to undertake or pay for any such remediation works then the Purchaser must reimburse and compensate the Vendor for doing so.

### 4.3 No merger

This Further Term does not merge on Settlement or on any earlier termination of this Contract

## 5. Services

- (a) The Purchaser buys the Property subject to existing Services on, in or to the Property and the Vendor makes no statement, representation or warranty as to any matters concerning:
  - (i) the nature, location, availability or non-availability or cost of any Services;
  - (ii) any Services being shared with another person;
  - (iii) any Services for the Property passing in or over the land of another property;
  - (iv) the condition or state of repair of any Services; and
  - (v) the requirements for any approval, licence, easement or consent for any Services.
- (b) The Purchaser acknowledges that some or all of the Services on, in or to the Property may be disconnected before Settlement and they are, the Purchaser is responsible to arrange for those Services to be reconnected at its own Cost.
- (c) All rights and obligations under this Further Term will continue and survive and do not merge on Settlement or any termination of this Contract.

## 6. Asbestos

- (a) The Purchaser acknowledges that the Vendor has declared to the Purchaser that asbestos may be present in or on the Property.
- (b) The Purchaser purchases the Property on the understanding that on and from the Date of this Contract:
  - (i) if any asbestos is present in or on the Property; and
  - (ii) any asbestos is required to be removed, covered or treated (whether by reason of any statutory notice order requirements or otherwise, and whether the Vendor or the Purchaser is required to do so),the Purchaser accepts full responsibility for the removal, covering or treatment of the asbestos at the Purchaser's own Cost.
- (c) This Further Term is to operate without limiting the effect of Further Term 3.
- (d) The Asbestos Fact Sheet is attached for the Purchaser's information.
- (e) All rights and obligations under this Further Term will continue and survive and do not merge on Settlement or any termination of this Contract.

## 7. Land Fill

Without limiting Further Term 3, the Purchaser expressly acknowledges, agrees and warrants that:

- (a) The Purchaser is aware that the Property or a part of the Property contains or may contain varying levels of uncontrolled landfill;
- (b) the Purchaser has conducted its own enquiries and investigations into:
  - (i) the nature or composition of the land fill on or comprising part of the Property;
  - (ii) the degree to which that land fill may or may not have been compacted and therefore the instability or otherwise of that land fill; and
  - (iii) the nature and extent of any Costs which may be incurred by the Purchaser as a result of or relating in any way to the nature, composition, degree of compaction or stability of the land fill on or comprising part of the Property;
- (c) the Purchaser has satisfied itself as to the nature and effect of any Laws restricting the use or development of the Property as a result of the nature, composition, degree of compaction or stability of the land fill;
- (d) no statement, representation or warranty (express or implied) has been made by the Vendor, a Vendor's Representative or on the Vendor's behalf about the Property including (without limitation):
  - (i) as to the suitability of the Property for the use or purposes of the Purchaser or any other purpose as a consequence of the nature, composition, degree of compaction or stability of the land fill; or
  - (ii) as to the nature, composition, degree or compaction or stability of the land fill;
- (e) if any such statement, representation or warranty (express or implied) was made or is deemed by law to have been made by the Vendor, a Vendor's Representative or on behalf of the Vendor;
  - (i) the Purchaser has not relied on any such statement, representation or warranty (express or implied) in deciding to enter into this Contract and purchase the Property; and
  - (ii) the Purchaser has relied solely on its own independent enquiries, inspection and research in deciding to enter into this Contract and purchase the Property.
- (f) All rights and obligations under this Further Term will continue and survive and do not merge on Settlement or any termination of this Contract.

## 8. Rectification of title

- (a) The Purchaser must not call upon the Vendor to amend title, rectify a failure to comply with a Law applicable to the Property or a requirement of a Relevant Authority, improve the condition of the Property, or to pay the Costs of doing so.
- (b) This Further Terms does not merge on Settlement or on any earlier termination of this Contract.

## 9. Release and indemnity

### 9.1 Vendor's release

The Purchaser releases the Vendor from all present and future claims, demands and actions (arising before or after Settlement ) in respect of any matter referred to in Further Terms 3.2,4 or 7.

### 9.2 Indemnity

The Purchaser must indemnify and keep indemnified the Vendor against all Costs incurred by the Vendor (or any of its officers, employees, agents, contractors and consultants) in respect of:

- (a) the Property;
- (b) any matter referred to in Further Term 3.2;
- (c) any matter referred to in Further Term 4;
- (d) any matter referred to in Further Term 7; or
- (e) a failure by the Purchaser to comply with any of its obligations under this Contract.

### 9.3 No merger

All rights and obligations under this Further Term will continue and survive and do not merge on Settlement or any termination of this Contract.

## 10. Damage and destruction

This Contract is not affected by any loss of or damage to the Property arising from fire, storm, theft or flood or by any diminution of the value of the Property from any cause (other than wilful neglect by the Vendor) between the Date of this Contract and Settlement.

## 11. Vendor's delay in Settlement

- (a) The Vendor is not liable for any Claim arising from:
- (i) a delay in Settlement; or
  - (ii) for a failure to give notice of delay,
- when the delay is due or substantially contributed to by causes beyond the reasonable control of the Vendor.
- (b) The Vendor may postpone Settlement without penalty for a period equal to time lost due to the delay.

## 12. Death, bankruptcy or insolvency

### 12.1 Purchaser is a natural person

The Vendor may terminate this Contract by giving notice to the Purchaser if, before Settlement, the Purchaser (and if more than one, any of them) being a natural person:

- (a) dies; or
- (b) becomes a person whose estate is liable to be dealt with under Laws relating to mental health; or
- (c) is:
  - (i) declared bankrupt; or
  - (ii) voluntarily or compulsorily enters into any scheme of arrangement (or other like arrangement applicable from time to time) under the *Bankruptcy Act 1966* or Laws of insolvency; or
  - (iii) makes any assignment for the benefit of any creditors.

### 12.2 Purchaser is a corporation

The Vendor may terminate this Contract by giving notice to the Purchaser if, before Settlement, the Purchaser (and if more than one, any of them) being a corporation:

- (a) is deregistered;
- (b) voluntarily resolves to enter into liquidation; or
- (c) has an application made for its winding up; or
- (d) voluntarily or compulsorily enters into any scheme of arrangement (or other like arrangement applicable from time to time) under the Laws of insolvency and the *Corporations Act 2001* (Cth); or
- (e) has any administrator, liquidator, receiver or receiver and manager appointed to it.

### 12.3 Termination

- (a) If the Vendor terminates this Contract under this Further Term, the Deposit (less any bank charges and government taxes) is forfeited to the Vendor.
- (b) Termination of this Contract under this Further Term does not affect any accrued rights, remedies or Claims of the Vendor.
- (c) If the Vendor does not terminate this Contract under this Further Term, the Contract becomes unconditional.
- (d) All rights and obligations under this Further Term will continue and survive and do not merge on Settlement or any termination of this Contract.

### **13. Trustee Purchaser**

#### **Purchaser's warranties**

The Purchaser warrants to the Vendor that, if it enters into this Contract as trustee of a trust:

- (a) it has formed the view that it is prudent for it to enter this Contract and purchase the Property;
- (b) it is the only trustee of the trust and will remain the only trustee of the trust until Settlement;
- (c) no action has been taken to remove it as trustee of the trust;
- (d) a certified copy of the trust deed and all variations to the deed have been (or on demand will be) provided to the Vendor;
- (e) it has power under the trust deed and under the terms of any other relevant documents (including its constitution) to enter this Contract and perform its obligations under it;
- (f) it is authorised to enter this Contract, perform its obligations under this Contract and allow this Contract to be enforced against it;
- (g) it has an unrestricted right of indemnity from trust funds;
- (h) it has or will have access to sufficient trust funds to meet its liabilities under this Contract;
- (i) it is not in default under the trust deed;
- (j) no action has been taken or proposed to terminate the trust; and
- (k) the Vendor's rights under this Contract rank in priority to the interest of the beneficiaries of the trust.

### **14. Purchaser nominee**

- (a) Despite the fact that the Purchaser may nominate or may have nominated another person to complete the purchase of the Property, the Purchaser remains fully liable as a principal for the performance of the Purchaser's obligations under this Contract.
- (b) Despite the fact that another person may have nominated the Purchaser to complete the Purchase of the Property on that other person's behalf, the Purchaser remains fully liable as a principal for the performance of the Purchaser's obligations under this Contract.
- (c) All rights and obligations under this Further Term will continue and survive and do not merge on Settlement or any termination of this Contract.

### **15. Assignment/Nomination/Conveyance by Direction**

The Purchaser may not transfer, assign, nominate to another party or use the method of conveyance by direction as regards any of its rights under this Contract.

## 16. Strata and Community Title

If the Property comprises a unit in a deposited strata plan or a lot in a deposited community plan, the following provisions apply:

- (a) The following further adjustments between the parties shall be made:
  - (i) if, at the Settlement Date, the Vendor has paid any monies to a fund or funds established under section 27 of the Strata Titles Act 1988 or Section 6 of the Community Titles Act 1996, before the due date for payment, the total amount of the pre-payment will be adjusted and paid by the Purchaser to the Vendor at Settlement; and
  - (ii) if there is no such fund or funds or there is a deficiency to meet the reasonably ascertainable outstanding current liabilities, or if the Vendor is in default in the payment to the Strata or Community Title Corporation, the proportion of the deficiency applicable to the Property or the amount by which the Vendor is in default (as the case may be) shall be adjusted and paid by the Vendor to the Purchaser at Settlement.
- (b) The Vendor declares that, to its best knowledge, and except as disclosed to the Purchaser before the Date of this Contract, there is presently no breach of the Strata Titles Act 1988, or the Articles of the Strata Corporation, or the Community Titles Act 1996, or the by-laws of the corporations.
- (c) The Vendor will use its best endeavours to obtain from the Strata or Community Title Corporation and give to the Purchaser, at least fourteen (14) days before the Settlement Date, copies of the documents which must be supplied to the Vendor by a Strata Corporation pursuant to section 41 of the Strata Titles Act 1988 or by a Community Title Corporation pursuant to section 139 of the Community Titles Act 1996 and any associated costs shall be paid by the Purchaser to the Vendor at Settlement.
- (d) If requested by the Purchaser in writing, the Vendor will apply to the Secretary of the Strata or Community Title Corporation to authorise the Purchaser to inspect the records of the Corporation in accordance with the provisions of section 41 of the Strata Titles Act 1988 or section 139 of the Community Titles Act 1996 as the case may be, and any associated costs shall be paid by the Purchaser to the Vendor at Settlement.

## 17. Foreign Investor

The Purchaser warrants that it is not (except as set out in any Annexure) required to seek approval for purchase under the Foreign Acquisitions and Takeovers Act 1975 as amended and any breach of this Further Term entitles the Vendor to terminate.

## 18. eConveyancing Conditions

- (a) If each party is or has engaged an Australian Legal Practitioner and/or Licensed Conveyancer (Legal Representative), the parties may agree in writing not less than 5 business days before Settlement, to elect that Settlement take place using an Electronic Lodgement Network (Electronic Conveyancing).
- (b) If the Settlement is to take place by Electronic Conveyancing in accordance with Further Term 18(a) above, the parties hereby agree that they will be bound by the Model Rules for Electronic Conveyancing (Model Rules) as in force at the date of Settlement and available at the REISA website [www.reisa.com.au](http://www.reisa.com.au).

## 19. General

### 19.1 Effect of failure to enforce rights

A failure or delay by the Vendor to enforce or require the strict compliance with a Further Term of this Contract does not affect that Further Term or the right of the Vendor to a remedy for breach of that Further Term.

### 19.2 Entire agreement

- (a) This Contract including its Schedules and Annexures:
  - (i) constitutes the entire agreement between the parties as to its subject matter; and
  - (ii) as to that subject matter, replaces any prior understanding or agreement between the parties and any prior condition, warranty, indemnity or representation imposed, given or made by a party.
- (b) The parties exclude all terms implied by law where permissible and to the maximum extent permitted by Law.

### 19.3 Warranties excluded

All warranties and conditions which would otherwise be implied in this Contract are excluded to the maximum extent permitted by law.

### 19.4 Stamp duty

The Purchaser indemnifies the Vendor against all Claims and all costs, liability and expenses incurred by the Vendor in respect of stamp duty payable in respect of this Contract.

## 20. Inconsistency

### 20.1 General

- (a) For the avoidance of any doubt, if there are Further Special Conditions set out in another Annexure in this Contract and there is any inconsistency between the Further Terms and the Further Special Conditions, the Further Special Conditions are to prevail to the extent of any inconsistency.
- (b) If there are Further Special Conditions or Further Terms set out in an Annexure in this Contract and there is any inconsistency between the Further Special Conditions or Further Terms and the SAA Contract standard terms and conditions, the Further Special Conditions and Further Terms are to prevail to the extent of any inconsistency.

### 20.2 Definitions and Interpretation

- (a) Any terms defined in this Contract are to assume the same meaning in the Further Special Conditions, except to the extent of any inconsistency, in which event the definitions as provided in Further Special Conditions shall prevail.
- (b) The principles of interpretation contained in Further Term 1.2 are to be applied in the interpretation of the Further Special Conditions (if any).

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## ADDITIONAL TERMS ANNEXURE

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### 1. Asbestos Fact Sheet

See Annexed Fact Sheet

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### 2. Dividing Fence

(a) On and from the Date of this Contract:

(i) as between the Vendor and the Purchaser, the Purchaser alone is responsible to erect or repair any dividing fence on any part of the Land and to pay the costs of doing so; and

(ii) the Purchaser may exercise any right of the Vendor to recover portion of the costs of erecting or repairing that dividing fence from adjoining owners, except the Vendor.

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### 3. Goods and Equipment of Vendor or its Contractors

(a) Any goods or equipment, used by the Vendor (or its agents or contractors) in performing its obligations under this Agreement and / or the Conditions of Tenancy, which remain on the Property at Settlement, are not part of the Property being transferred to the Purchaser.

(b) The Purchaser:

(i) must not interfere with or remove any of them; and

(ii) agrees they may remain upon the Property for such reasonable time as is necessary for the Vendor or its agents or contractors to remove them.

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### 4. Local Council Costs

The Purchaser must indemnify the Vendor against all costs incurred in complying with any requirements made by any local council after the Date of this Contract for paving, kerbing or draining of any road or footpath adjoining the Property and must pay the Vendor at Settlement all amounts payable under this Further Term.

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### 5. Trees

(a) Without limiting the Further Terms, the Purchaser expressly acknowledges, agrees and warrants that:

(i) no statement, representation or warranty (express or implied) has been made by the Vendor, a Vendor's Representative or on the Vendor's behalf (without limitation):

(a) as to whether any tree on the Property as at the Date of this Contract is a significant tree (as that term is defined in the *Development Act 1993* (SA), as amended from time to time);

(b) as to whether any tree on the Property as at the Date of this Contract is a regulated tree (as that term is defined in the *Development Act 1993* (SA), as amended from time to time); or

(c) as to the suitability of the Property for the use or purposes of the Purchaser or any other purpose as a consequence of the presence of any significant trees or regulated trees (as those terms are defined in the *Development Act 1993* (SA), as amended from time to time) on the Property.

(b) If any such statement, representation or warranty (express or implied) was made or is deemed by law to have been made by the Vendor, a Vendor's Representative or on behalf of the Vendor:

(i) the Purchaser has not relied on any such statement, representation or warranty (express or implied) in deciding to enter into this Contract and purchase the Property; and

(ii) the Purchaser has relied solely on its own independent enquiries, inspection and research in deciding to enter into this Contract and purchase the Property.

(c) All rights and obligations under this Further Term will continue and survive and do not merge on

Settlement or any termination of this Contract.

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## 6. White Ants

- (a) The Purchaser expressly acknowledges, agrees and warrants that before the Date of this Contract, the Vendor declared to the Purchaser that white ants may be present on or in the Property .
  - (b) On and from the Date of this Contract the Purchaser is solely responsible to remove, cover and treat any white ants on or in the Property (whether required by a notice from a Relevant Authority or otherwise).
  - (c) The Purchaser must pay all Costs associated with that removal, coverage or treatment
  - (d) All rights and obligations under this Further Term will continue and survive and do not merge on Settlement or any termination of this Contract.
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## 7. Services

- (a) The Purchaser buys the Property subject to existing Services on, in or to the Property and the Vendor makes no statement, representation or warranty as to any matters concerning:
    - (i) the nature, location, availability or non-availability or cost of any Services;
    - (ii) any Services being shared with another person;
    - (iii) any Services for the Property passing in or over the land of another property;
    - (iv) the condition or state of repair of any Services; and
    - (v) the requirements for any approval, licence, easement or consent for any Services.
  - (b) The Purchaser acknowledges that some or all of the Services on, in or to the Property may be disconnected before Settlement and they are, the Purchaser is responsible to arrange for those Services to be reconnected at its own Cost.
  - (c) All rights and obligations under this Further Term will continue and survive and do not merge on Settlement or any termination of this Contract.
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## GENERAL CONDITIONS

### 1 Encumbrances

The property is sold subject to and together with the encumbrances that are not to be discharged prior to settlement as detailed:

- 1.1 if a Form 1 is served before or contemporaneously with the execution of this Contract by the Purchaser, then as detailed in the Form 1; or
- 1.2 as detailed herein under Matters Affecting Title in the Schedule.

### 2 Moneys Payable Prior to Settlement

All moneys payable by the Purchaser prior to the Settlement Date will be paid to the Vendor's agent or representative who will hold the moneys as stakeholder pending settlement.

### 3 Settlement

- 3.1 Settlement will take place at the Lands Titles Office, or such other location as the parties will agree, on the Settlement Date.
- 3.2 The Purchaser will, not less than seven (7) days prior to the settlement date and at the Purchaser's expense tender a Transfer of the property to the Vendor. The Vendor may allow the Purchaser possession of the executed Transfer in escrow for stamping prior to settlement but for all purposes the Transfer will be the property of the Vendor.
- 3.3 At settlement the Purchaser will pay to the Vendor by bank cheques the balance of the Purchase Price and other moneys payable by the Purchaser on settlement in exchange for the registration documents. If for any reason a cheque tendered at settlement is not paid on presentation, the Purchaser will re-convey the property to the Vendor. Prior to any reconveyance the unpaid amount of any cheque will be a charge on the property in favour of the Vendor.
- 3.4 Cheque details will be advised by the Vendor not less than 2 business days prior to settlement.
- 3.5 Subject to clause 9.4(d) all outgoing and income relating to the property will be apportioned and adjusted as between the Vendor and Purchaser to midnight on the day prior to settlement. The Vendor will pay all outgoing up to the date of settlement and thereafter the Purchaser will pay all outgoing.
- 3.6 If at the date of settlement the property is connected to a sewer line and if any moneys are or will become owing to the water authority or otherwise in respect of that connection, the amount of those moneys will be paid by the Vendor on or before settlement.
- 3.7 The parties may settle under protest should there be any dispute as to the amount payable under the Contract at settlement.

### 4 Possession

- 4.1 Subject to the Purchaser having performed all of the Purchaser's obligations under the Contract, the Purchaser will be entitled to and the Vendor will give vacant possession of the property to the Purchaser subject only to any tenancies specified.
- 4.2 The Vendor will remove all excluded chattels and fixtures from the property prior to settlement and make good any damage caused thereby.
- 4.3 Intentionally Deleted
- 4.4 The Purchaser is not entitled to access to the property until settlement unless agreed to in writing by the Vendor.
- 4.5 In the event the Purchaser is granted possession prior to Settlement Date the Purchaser will execute a licence agreement with the Vendor prior to taking possession and any breach of the terms of such a licence agreement will be deemed a default under the Contract and subject to the Vendor's rights to termination pursuant to clause 9.2.

### 5 Purchaser's Risk

The property will be at the risk of the Purchaser from the date of this Contract and without limiting the effect thereof the Purchaser is obliged to meet the cost of any repairs or loss (including but not limited to) for any electrical, mechanical or structural problems existing after the date of the Contract. The Vendor will notify the Purchaser of any breakdown or damage to the property needing attention within a reasonable time.

### 6 Vendor's Warranties

Intentionally Deleted

### 7 Warranties if Property is subject of Strata or Community Title

Intentionally Deleted

### 8 Misdescription

Intentionally Deleted

**9 Default by Purchaser****9.1 Default in Payment of Deposit**

Notwithstanding any other provision of this Contract, in the event the Purchaser fails to pay all or any part of the deposit by the date specified then the Vendor will be entitled to immediately terminate the Contract without prior notice.

**9.2 Default by Purchaser Prior to Settlement**

In the event the Purchaser is in default in performing or observing any obligation imposed on the Purchaser under this Contract prior to settlement then the Vendor, in addition to any other rights or remedies it may have under this Contract or otherwise, may give the Purchaser notice in writing requiring the Purchaser to remedy the default within seven (7) days from service of the notice. If the Purchaser fails to comply with the notice the Vendor may terminate the Contract by further written notice without prejudice to the Vendor's rights and entitlements at law. The Vendor will be entitled to serve more than one notice without prejudice to any of its rights and obligations.

**9.3 Default by Purchaser in Settlement**

In the event the Purchaser defaults in the due observance or performance of the obligations on the Purchaser's part to settle and such default continues for a period of three (3) clear business days after the Settlement Date then the Vendor may serve a notice on the Purchaser requiring the default to be remedied and appointing a time for settlement being not less than three (3) clear business days after the service of the notice requiring the Purchaser to settle at the time and date appointed in the notice. If the Purchaser fails to comply with the notice the Vendor may terminate the Contract by further written notice without prejudice to the Vendor's rights and entitlements at law. The Vendor will be entitled to serve more than one notice without prejudice to any of its rights and obligations.

**9.4 Remedies of Vendor**

- (a) In the event this Contract is terminated by the Vendor then the Vendor may either retain the property or sell the property and in either event sue the Purchaser for damages.
- (b) The Vendor will be entitled to retain the deposit if this Contract is terminated by the Vendor.
- (c) If the Vendor re-sells the property the Vendor may retain absolutely any surplus arising from such re-sale in excess of the original Purchase Price and expenses arising from the re-sale and all losses and expenses incurred by the Vendor resulting from the Purchaser's default.
- (d) In the event this Contract settles on a date after the date for settlement first agreed to by the parties and as stated in the Contract (and whether or not subsequently varied by agreement) and provided that the delay in settlement is not due to the Vendor's default, the Purchaser will pay at settlement, if demanded by the Vendor, interest on the Purchase Price at the default rate for the period between the date for settlement first agreed and the date of actual settlement. In this event, at settlement all outgoings and income on the property shall be apportioned and adjusted to midnight on the day before the date for agreed settlement.

**10 Default by Vendor**

In the event the Vendor defaults in performing or observing any obligations or duties under the Contract and such default continues for a period of three (3) business days after the Settlement Date then the Purchaser in addition to any rights at law may serve a notice on the Vendor requiring the Vendor to remedy the breach within three (3) clear business days from service of the notice. If the Vendor fails to comply with the notice the Purchaser may terminate this Contract by further written notice without prejudice to the Purchaser's rights and entitlements at law. The Purchaser will be entitled to serve more than one notice without prejudice to any of its rights and obligations.

**11 Payment of Deposit to Vendor and Payment into Court**

In the event the Vendor is entitled to the deposit pursuant to clause 9.4(b) above then the stakeholder is expressly authorised and directed by the Purchaser and the Vendor to pay the deposit to the Vendor.

*"stakeholder" means and includes without limiting each the Agent, lawyer or conveyancer of the Vendor who may hold the deposit or part thereof. "deposit" means and includes cash, a deposit bond (if any) and or bank guarantee.*

**12 Arbitration**

Intentionally Deleted

**13 Notices, Service and Interest for Late Settlement**

- 13.1 Subject to other provisions allowing immediate termination, neither the Vendor nor the Purchaser will be entitled to terminate this Contract on the ground of the other's default in performing or observing an obligation imposed on that other party under the Contract; unless
- (a) the party not in default has first given to the party in default a written notice specifying the default complained of, which notice will require that the default be remedied within the period stipulated in the notice; and
  - (b) the party in default fails to remedy the default within the period stipulated in that notice.
- 13.2 The Vendor may at any time serve a demand on the Purchaser certifying the amount due by way of principal and interest which interest will be calculated on a daily rate from the day following the day that any moneys were due and payable under the Contract (without serving any prior notices) and interest may be stated as a continuing daily rate. The Purchaser will pay interest to the Vendor at the default rate (as defined) on monies due and payable under the Contract but unpaid from the date the moneys first fell due under the Contract until date of payment.
- 13.3 The Purchaser will pay \$550.00 (inc GST) to the Vendor's solicitor or conveyancer for the cost of preparation and service of each default notice under the Contract which moneys will, together with interest at the default rate (if due), be added to and thereafter be deemed to be part of the purchase price. The Vendor will pay \$550 (inc GST) to the Purchaser's solicitor or conveyancer for each notice served under this Contract arising from a failure in settlement by the Vendor.
- 13.4 A notice served by registered mail will for all purposes be deemed served two (2) clear business days after posting.
- 13.5 Service may be effected by email or facsimile transmission to the party or the party's representative to such facsimile number advised from time to time such service being deemed immediate service.
- 13.6 Service on one or more of the persons together comprising the Vendor or Purchaser as the case may be will for all purposes be deemed service on all persons comprising the Vendor or Purchaser.
- 13.7 Service may be effected personally, by email or facsimile or by registered mail to the address of the person detailed in the Contract or the representative of the party.
- 13.8 Where a party is entitled to immediately terminate the Contract, such termination is to be effected by service on the other party of a written notice to that effect.

**14 Time of the Essence**

Time will be of the essence of this Contract in respect of any obligation under clauses 9, 10, 13 and all special conditions.

**15 Costs and Stamp Duty**

Each party will bear its own legal and other costs and expenses in entering into this Contract and settlement except as otherwise specified in damages and the Purchaser will pay all stamp duty assessed on the Contract and on the transfer to the Purchaser.

**16 Legal Capacity of Purchaser**

The Purchaser and each of them warrant that all natural persons included in the description of Purchaser are 18 years of age and are not under any legal disability. The Purchaser further warrants that if executing as attorney or as a nominee that they are validly appointed and have not received notice of any withdrawal of power.

**17 Further Assurance and Best Endeavours**

Intentionally Deleted

**18 No Merger**

The provisions of the Contract continue for all purposes to subsist after settlement.

**19 Debits Tax and Special Lands Titles Office Fees**

In the event the deposit is repaid or to be repaid to the Purchaser for any purpose then the Purchaser will pay to the agent or other person holding the moneys as stakeholder such sum equal to the government charges dutiable against the moneys under the *Debits Tax Act, 1990* or such other similar Acts in force from time to time and amendments thereof and it will be lawful and it is agreed that the stakeholder may retain from the deposit moneys held such moneys equal to the taxes and levies charged against the deposit and apply them to the taxes accounting to the Purchaser for the balance. The Purchaser will pay any special charges of the Lands Titles Registration Office levied for settlements occurring on particular days.

**20 Foreign Investor**

The Purchaser warrants that it does not require approval from the Foreign Investment Review Board (or any similar organisation) for the purchase herein unless otherwise specified.

**21 GST General**

Intentionally Deleted

**22 Crown Lease**

Intentionally Deleted

**23 Vendor Finance and Exclusion of Nominee**

Intentionally Deleted

**24 Leases [commercial property]**

Intentionally Deleted

**25 Release of Security Interests**

Intentionally Deleted

**26 Electronic Conveyancing & Confirmation to Use**

Intentionally Deleted

**27 Foreign Resident Capital Gains Withholding Tax**

Intentionally Deleted

**28 GST Withholding Tax**

28.1 Words defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this special condition unless the context requires otherwise.

28.2 This special condition applies if:

- (a) The Contract was entered into:
  - (i) On or after 1 July 2018; or
  - (ii) Prior to 1 July 2018 if consideration (excluding the Deposit) is provided after 30 June 2020;
- (b) The Property (or part of the Property) constitutes:
  - (i) new residential premises which have not been created through substantial renovation of a building or do not constitute commercial residential premises; or
  - (ii) potential residential land which is included in a property subdivision plan and does not contain any building which is used for a commercial purpose;
- (c) If the Property constitutes potential residential land, the Purchaser:
  - (i) is not registered for GST; or
  - (ii) will not acquire the Property for a creditable purpose; and
- (d) The supply of the Property does not constitute a supply which has been excluded from the application of Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* by virtue of a statutory declaration made by the Commissioner in accordance with Section 14-250(3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

28.3 At least 14 days before the relevant date in special condition 28.4, the Vendor must provide to the Purchaser a notice which complies in all respects with section 14-255(1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("notice").

28.4 The Purchaser must pay to the Commissioner the amount set out in the notice ("amount") on or before:

- (a) the day on which it pays any consideration (excluding the Deposit) to the Vendor for the Property;
- (b) if the Vendor and Purchaser are associates and no consideration is to be provided, the day on which the Property is supplied to the Purchaser; or
- (c) such other date determined by the Commissioner in accordance with section 14-250(5) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

**Note:** the Purchaser's obligation to withhold and pay an amount to the Commissioner is not avoided if the Vendor fails to serve a notice.

28.5 If the amount is not due prior to Settlement, the Purchaser is taken to have complied with its obligations in special condition 28.4 if:

- (a) Settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd (PEXA) or any other electronic conveyancing system agreed by the parties and the amount is paid to the Commissioner via this electronic conveyancing system; or
- (b) the Purchaser provides the Vendor with a bank cheque made payable to the Commissioner for the amount payable to the Commissioner. If this occurs, the Vendor must provide such cheque to the Commissioner as soon as possible.

28.6 The amount is to be deducted from the Vendor's entitlement to the Contract consideration.

- 28.7 The Purchaser will be and is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount save if caused directly or indirectly by the Vendor.
- 28.8 The Purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the Purchaser's obligations in this special condition; and
  - (b) ensure that the representative does so.
- 28.9 The terms of the representative's engagement are taken to include instructions to have regard to the Vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
  - (b) promptly provide the Vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance with, this special condition;
- despite
- (d) any contrary instructions, other than from both the Purchaser and the Vendor; and
  - (e) any other provision in this Contract to the contrary.

## Interpretation

In these Conditions unless the Contract otherwise requires:

“the Act” means the *Land and Business (Sale and Conveyancing) Act 1994* as amended from time to time.

“the agent” means the agent for the Vendor registered under the *Land Agents Act 1994*.

“business day” means any day other than a Saturday, Sunday or public holiday in South Australia.

“community lot” means a community lot or community strata lot in a Community Plan deposited or intended to be deposited at the Lands Titles Office;

“default notice” means a notice given pursuant to clauses 9, 10 and/or 13.1.

“default rate” means the rate of interest published by the Reserve Bank of Australia for the cash rate, on the day of the default first occurring or on the date of Settlement, plus five (5) percentage points, or at the Vendor’s election the Vendor’s then commercial banking overdraft rate plus two (2) percentage points; and for all purposes the parties agree these are reasonable estimations of the cost of or loss of use of money to the Vendor and damages. A statement from the representative of the party, being a calculation of interest will be prima facie evidence of the rate and will be deemed the amount of interest payable.

“deposit” means the amount detailed in this Contract as payable for a deposit and may include a “Deposit Guarantee” or “Deposit Bond” in the Vendor’s discretion which are guarantees by a registered insurance company or bank to pay to the Agent or Vendor an amount agreed as the deposit in the event of a default in settlement by the Purchaser.

“encumbrance” includes a mortgage, charge, bill of sale, lien, pledge, easement, restrictive covenant, building condition, writ, warrant, caveat and the claim stated therein, or other right or interest affecting the property or any part thereof.

“Form 1” means the Form 1, under the Act.

“income” means all rent, benefits and other moneys received or receivable directly arising from the rights and use of the property.

“land” means the freehold land (including a strata unit or community lot) or leasehold land, together with all buildings and other improvements thereon including all Vendor’s fixtures and fittings the subject of the Contract detailed herein.

“latest date for approval” means, if the Contract is subject to the approval of a loan, 5.00pm on the day specified in this Contract as “the latest date for approval” in respect of such loan.

“other property” means the chattels and personal items (if any) described in the Contract and agreed to be sold thereby.

“outgoings” means and includes:

- (a) all rates, taxes, levies, assessments and charges or other outgoings (periodical or otherwise) chargeable or payable in respect of the property; and
- (b) if the property is or includes a strata unit or community lot;
  - (i) all contributions in respect thereof levied by the strata corporation payable under the *Strata Titles Act, 1988* or by the Community Corporation under the *Community Titles Act* and if there is no fund or there are insufficient funds or if the Vendor is in default or arrears of payments then the Vendor will pay to the Purchaser in proportion of the Vendors liability for unit entitlement moneys adjusted to equal the Vendor’s liability for contributions to the strata or community fund; and
  - (ii) all rents, fees and other periodical amounts payable under any lease, licence or agreement; and
- (c) land tax which will be adjusted on the basis that the land constitutes a single holding; and
- (d) water consumption which will be adjusted on the pro rata daily rate of the current water consumption rates and any consumption and charges will be adjusted prior to settlement or otherwise so soon as is practical after settlement and the Vendor will pay for any water use in proportion to the consumption year up to settlement.

“person” will mean and include a corporation.

“the property” means the land described on page 1 together with any chattels agreed to be sold.

“registration documents” means a transfer in registrable form for the Lands Title Office together with any applications, transfers, instruments, declarations or documents required to be tendered at the settlement to enable the conveyance of clear title.

“representative” means the agent, solicitor or conveyancer acting for the party concerned.

“Society” means the Society of Auctioneers and Appraisers (SA) Incorporated.

“special condition” means all the provisions in this Contract so titled and or in any annexure attached so titled.

“strata unit” means a unit on a strata plan registered at the Lands Titles Office.

A reference to an Act of Parliament or to a section of an Act includes any amendment thereto or re-enactment thereof for the time being in force. Where two (2) or more persons are named in this Contract as the Vendor or the Purchaser, their liability under this Contract is joint and several. Where the day or last day for doing an act is not a business day, the day or last day for doing the act will be deemed to be the next following business day.

**PURCHASER**

**WITNESS**

**DATE**

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**VENDOR**

**WITNESS**

**DATE**

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\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CONSENT**

The parties acknowledge and consent to each signing this contract themselves or by their attorneys and or representatives (and any Notices under the contract or the Act) by electronic and/or digital signatures pursuant to the *Electronic Communications Act (SA)* and also delivering this contract and any Notices by email.

*\* where signed for a company by a director that person executes pursuant to s127 Corporations Act*

*\* where signed by a person for a company that person warrants they have authority to sign from the company*

**Vendor is Owner**

\_\_\_\_\_

**Vendor is Mortgagee**  
in possession to sell

\_\_\_\_\_

**VENDOR by the Agent or Auctioneer  
if sold at auction**

**WITNESS**

**DATE**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**AUCTION CONDITIONS**

The Conditions of Sale of Real Property By Public Auction, of the Society or the Real Estate Institute of South Australia exhibited prior to the Auction will apply to the Contract. If sold by auction then the deposit of 10% of the Purchase Price (or such other amount notified by the auctioneer or agent prior to the auction and advised to the Purchaser prior to the auction) is payable in cash or by cheque immediately upon the successful acceptance of the bid unless a Deposit Guarantee or Deposit Bond is accepted by the Vendor in the Vendor's discretion and delivered on acceptance of this Contract. The Vendor is not bound to accept any Deposit Guarantee or Deposit Bond.

**NOTE**

There is no "cooling off" period under the Act if purchased at auction or if the Purchaser bids at the auction and enters into a contract that day or if the Purchaser waives the "cooling off" period by obtaining independent legal advice and delivers a certificate from a lawyer with the offer (Section 5 of the Act).



# Fact Sheet: ASBESTOS & THE HEALTH RISKS

*This Fact Sheet gives a brief overview of asbestos and the potentially significant risks that relate to asbestos exposure.*

## What is Asbestos?

Asbestos is a naturally-occurring mineral and is found in rock, sediment or soil in a very few areas within [South Australia](#). It was mined in these areas until its ban in 1983. Asbestos can also be naturally found in the environment and is referred to as naturally occurring asbestos (NOA). Most NOA is found in Western Australia.

Asbestos has strong fibres that are heat resistant and have good insulating properties which has led to its historical use mainly in cement water pipes and cement sheeting in buildings. It is also found in brake pads and pipe lagging and in flooring materials.

Asbestos is categorised into two types based on the level of risk to health:

### Non-friable asbestos

A product that contains asbestos fibres that have been mixed with other materials, such as cement. Non-friable asbestos in good condition poses a negligible risk to health as it is unlikely to produce airborne fibres.

### Friable asbestos

A material that contains asbestos that can be easily crumbled or reduced to powder, such as insulation by hand pressure.

Friable asbestos is considered to pose the **greater health risk** because loose fibres from it are more likely to become airborne when disturbed.

Exposure to asbestos may occur during work activities particularly if they are in contact with or close to asbestos-containing materials that:

- have been damaged such as by fire, drilling, sanding, cutting or smashing
- are involved in building or maintenance work
- are being demolished or removed
- are being weathered

As a general rule if a house was built:

- before the mid-1980s it is highly likely that it has asbestos-containing products
- between the mid-1980s and 1990 it is likely that it has asbestos containing products
- after 1990 it is unlikely that it has asbestos-containing products\*

\* Some houses built in the 1990s and early 2000s may have still used asbestos cement materials until the total ban on any activity involving asbestos products became effective from December 2003 Source Department of Health

With this information in mind identify the build date of the house or building you are visiting.

## Asbestos and cancer

Asbestos is extremely fibrous, and the tiny fibres are easily breathed in where they can become trapped in the lungs. Being exposed to asbestos increases the risk of developing cancers of the [lung](#), [ovary](#) and larynx as well as [mesothelioma](#) (cancer of the lining of the lung). These cancers often develop decades after exposure to asbestos. Your cancer risk from asbestos varies, depending upon the:

- length of time you are exposed to airborne asbestos fibres
- amount of asbestos fibres in the air breathed
- frequency of exposure to asbestos fibres
- time since exposure occurred
- age at which exposure occurred
- type and size of asbestos fibres.

Those most likely to have been exposed to asbestos in the workplace include transport workers (particularly waterside workers), asbestos miners and millers, asbestos cement manufacturing workers, builders, plumbers, insulators, electricians and mechanics.

Today, all states and territories in Australia have work health and safety laws that explain duty of care for employers and workers' responsibilities to reduce the risk of asbestos exposure.

### **What should I do if I have found suspected asbestos material or suspect I have been exposed to asbestos?**

- ensure you know the build date of the building you are in to verify if asbestos is present
- remove yourself from the material and the building, advise others to do the same
- immediately notify your Manager once clear of the material
- maintenance processes are to be commenced in regard to isolating and testing the material
- consider contacting the Work Health & Safety (WHS) Advisor 0427 931 838
- record the incident on the [Hazard / Incident Reporting System](#) (MySAFETY).

### **Authority documents and Resources:**

[SA Housing Authority Asbestos Procedures](#)

[Hazard / Incident / Accident Help](#)

[Safe Work Australia: Asbestos](#)

[SafeWork SA: How to manage and control asbestos in the workplace](#)

### **Further Information:**

Further information can be obtained from [Health Safety & Wellbeing \(HSW\) team intranet site](#) or by contacting Senior WHS Advisor 0427 931 838 or email: [HousingHealthSafetyWellbeing@sa.gov.au](mailto:HousingHealthSafetyWellbeing@sa.gov.au)

<b>PURPOSE:</b> PRIMARY COMMUNITY  <b>COUNCIL:</b> CITY OF CHARLES STURT  <b>LAST PLAN:</b> F259435	<b>AREA NAME:</b> BOWDEN  <b>DEVELOPMENT NO:</b> 252/C572/23/001/5440	<b>APPROVED:</b> 13/08/2024  <b>DEPOSITED:</b> 15/10/2024	<h1 style="margin: 0;">C43324</h1> <p style="margin: 5px 0;">SHEET 1 OF 2</p> <p style="margin: 0;">text_01_v01_Version_5</p>																				
<b>AGENT DETAILS:</b> ALEXANDER & SYMONDS PTY LTD POST OFFICE BOX 1000 KENT TOWN, SA 5067 PH: 81301666  <b>AGENT CODE:</b> ALSY <b>REFERENCE:</b> 23A2319LTOPC(A)	<b>SURVEYORS CERTIFICATION:</b>	I Nathan James Stockley, a licensed surveyor under the Survey Act 1992, certify that this community plan has been correctly prepared in accordance with the Community Titles Act 1996 12th day of August 2024 Nathan James Stockley Licensed Surveyor																					
<b>SUBJECT TITLE DETAILS:</b> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">PREFIX</th> <th style="text-align: left;">VOLUME</th> <th style="text-align: left;">FOLIO</th> <th style="text-align: left;">OTHER</th> <th style="text-align: left;">PARCEL</th> <th style="text-align: left;">NUMBER</th> <th style="text-align: left;">PLAN</th> <th style="text-align: left;">NUMBER</th> <th style="text-align: left;">HUNDRED / IA / DIVISION</th> <th style="text-align: left;">TOWN</th> </tr> </thead> <tbody> <tr> <td>CT</td> <td>5732</td> <td>525</td> <td></td> <td>ALLOTMENT(S)</td> <td>56</td> <td>F</td> <td>121903</td> <td>YATALA</td> <td></td> </tr> </tbody> </table> <b>OTHER TITLES AFFECTED:</b>				PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER	HUNDRED / IA / DIVISION	TOWN	CT	5732	525		ALLOTMENT(S)	56	F	121903	YATALA	
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<b>ANNOTATIONS:</b> <p>THE COMMON PROPERTY IS DESIGNATED (C1) FOR LAND INFORMATION PURPOSES ONLY AND DOES NOT PROVIDE A LEGAL IDENTIFIER FOR THE COMMON PROPERTY</p> <p>THE SERVICE INFRASTRUCTURE COULD NOT BE FOUND DUE TO THE AGE AND NATURE OF THE SCHEME AND THE UNAVAILABILITY OF RECORDS</p> <p>ENCROACHMENT OF BUILDING OCCURS OVER NINTH STREET</p>																							



# LOT ENTITLEMENT SHEET

COMMUNITY PLAN NUMBER

# C43324

SHEET 1 OF 1

ACCEPTED

*Joe Atherton* 15.10.2024

PRO REGISTRAR-GENERAL

DEV No. 252:0572.23

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENT	SUBDIVIDED
561	2040	
562	1950	
563	1950	
564	2020	
565	2040	
<b>AGGREGATE</b>	<b>10000</b>	

### CERTIFICATE OF LAND VALUER

I.....Fred Taormina.....being  
a Land Valuer within the meaning of the Land Valuers Act  
1994 certify that this schedule is correct for the purposes  
of the Community Titles Act 1996

Dated the.....5th.....day of.....August, 2024

.....  
Signature of Land Valuer

REAL PROPERTY ACT, 1886



South Australia

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



## Certificate of Title - Volume 6307 Folio 191

**Parent Title(s)** CT 5732/525  
**Creating Dealing(s)** ACT 14336831  
**Title Issued** 31/10/2024      **Edition** 1      **Edition Issued** 31/10/2024

### Estate Type

FEE SIMPLE

### Registered Proprietor

SOUTH AUSTRALIAN HOUSING TRUST  
OF ADELAIDE SA 5000

### Description of Land

LOT 562 PRIMARY COMMUNITY PLAN 43324  
IN THE AREA NAMED BOWDEN  
HUNDRED OF YATALA

### Easements

NIL

### Schedule of Dealings

NIL

### Notations

**Dealings Affecting Title** NIL**Priority Notices** NIL

#### Notations on Plan

Lodgement Date	Dealing Number	Description	Status
09/08/2024	14336832	BY-LAWS	FILED

**Registrar-General's Notes** NIL

### Administrative Interests

CONFIRMED IN SA HERITAGE REGISTER 23/11/1989





Fox Real Estate SA Pty Ltd T/A Fox Real Estate  
 192 Melbourne Street North Adelaide SA 5006  
 Tel: 08 8267 4995 Fax: 08 8267 4998 Agent No: 226868  
 Email: fox@foxrealestate.com.au

Member of REISA

# FORM 1 - Vendor's Statement

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

## Contents

- Preliminary
- Part A – Parties and land
- Part B – Purchaser's cooling off rights and proceeding with the purchase
- Part C – Statement with respect to required particulars
- Part D – Certificate with respect to prescribed inquiries by registered agent
- Schedule



## Preliminary

### To the purchaser:

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

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

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

### Instructions to the vendor for completing this statement:

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

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

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

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

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

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

## PART A – PARTIES AND LAND

1 **Purchaser:** \_\_\_\_\_  
 \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_

2 **Purchaser's registered agent:** \_\_\_\_\_   
 Address: \_\_\_\_\_

3 **Vendor:** SOUTH AUSTRALIAN HOUSING TRUST  
 \_\_\_\_\_  
 Address: GPO BOX 1669, ADELAIDE, SOUTH AUSTRALIA, 5001  
 \_\_\_\_\_

4 **Vendor's registered agent:** FOX REAL ESTATE (SA) PTY LTD T/A FOX REAL ESTATE   
ACN: 113 976 024  
 Address: 192 MELBOURNE STREET NORTH ADELAIDE SA 5006  
 \_\_\_\_\_

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]*  
71 DRAYTON STREET BOWDEN SOUTH AUSTRALIA 5007 BEING LOT 562 ON PRIMARY COMMUNITY  
PLAN 43324 IN THE AREA NAMED BOWDEN HUNDRED OF YATALA BEING THE WHOLE OF THE LAND IN  
CERTIFICATE OF TITLE VOLUME 6307 FOLIO 191  
 \_\_\_\_\_

**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:

GPO BOX 1669, ADELAIDE, SOUTH AUSTRALIA, 5001

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

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

FAX: 08 8267 4998 OR EMAIL: AFOX@FOXREALESTATE.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:

192 MELBOURNE STREET NORTH ADELAIDE SA 5006

(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:**

\* / We,

SOUTH AUSTRALIAN HOUSING TRUST

of

GPO BOX 1669, ADELAIDE, SOUTH AUSTRALIA, 5001

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: 8/10/2025

Signed:

Shane Cook

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

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



**To the purchaser:**

I,

ANDREW FOX FOR AND ON BEHALF OF FOX REAL ESTATE (SA) PTY LTD

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: 8/10/2025

Signed:

[Signature]

~~\*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
----------	----------	----------

*[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
<b>1. General</b>		
<p><b>1.1 Mortgage of land</b></p> <p><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p> <p style="text-align: center; font-size: 2em; opacity: 0.5;">N/A</p>	<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>Number of mortgage (if registered):</p> <p>Name of mortgagee:</p>	<p style="text-align: right;"><input type="checkbox"/></p> <p style="text-align: right;">YES/NO</p> <p style="text-align: right;">YES/NO</p>
<p><b>1.2 Easement</b></p> <p>(whether over the land or annexed to the land)</p> <p><b>Note</b> - "Easement" includes rights of way and party wall rights.</p> <p><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>	<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><b>PROPERTY INTEREST REPORT</b></p> <p>Description of land subject to easement:</p> <p><b>PORTION OF THE LAND IN THE SAID CERTIFICATE OF TITLE</b></p> <p>Nature of easement:</p> <p><b>REFER PAGE 13 IN THE PROPERTY INTEREST REPORT FOR DETAILS OF STATUTORY EASEMENTS</b></p> <p>Are you aware of any encroachment on the easement?</p> <p><b>NO</b></p> <p>(If <b>YES</b>, give details):</p> <p>If there is an encroachment, has approval for the encroachment been given?</p> <p>(If <b>YES</b>, give details):</p>	<p style="text-align: right;"><input checked="" type="checkbox"/></p> <p style="text-align: right;"><b>NO</b></p> <p style="text-align: right;"><b>YES</b></p>
<p><b>1.3 Restrictive covenant</b></p> <p><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p> <p style="text-align: center; font-size: 2em; opacity: 0.5;">N/A</p>	<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 <b>NO</b>, give details):</p> <p>Does the restrictive covenant affect land other than that being acquired?</p>	<p style="text-align: right;"><input type="checkbox"/></p> <p style="text-align: right;">YES/NO</p> <p style="text-align: right;">YES/NO</p>

Column 1	Column 2	Column 3
<p><b>1.4 Lease, agreement for lease, tenancy agreement or licence</b></p> <p>(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.)</p> <p><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>	<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> If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Names of parties:</p> <p>Period of lease, agreement for lease etc:</p> <p>From:</p> <p>To:</p> <p>Amount of rent or licence fee:</p> <p>per (period)</p> <p>Is the lease, agreement for lease etc in writing?</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>	<p><input type="checkbox"/></p> <p>YES/NO</p> <p>YES/NO</p>
<p><b>5. Development Act 1993 (repealed)</b></p>		
<p><b>5.1 section 42 - Condition (that continues to apply) of a development authorisation</b></p> <p><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>	<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> If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Condition(s) of authorisation:</p>	<p><input type="checkbox"/></p> <p>YES/NO</p> <p>YES/NO</p>
<p><b>6. Repealed Act conditions</b></p>		
<p><b>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 1966</i> (repealed)</b></p> <p><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>	<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> If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Nature of condition(s):</p>	<p><input type="checkbox"/></p> <p>YES/NO</p> <p>YES/NO</p>
<p><b>7. Emergency Services Funding Act 1998</b></p>		
<p><b>7.1 section 16 - Notice to pay levy</b></p>	<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> If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE</p> <p>Date of notice:</p> <p>REFER REVENUE SA</p> <p>Amount of levy payable:</p> <p>VENDOR TO DISCHARGE AT SETTLEMENT</p>	<p><input checked="" type="checkbox"/></p> <p>YES</p> <p>YES</p>
<p><b>13. Heritage Places Act 1993</b></p>		

Column 1	Column 2	Column 3
<p>13.2 section 17 or 18 - Provisional registration or registration</p>	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><b>Are there attachments?</b>  <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>                      DEPARTMENT OF ENVIRONMENT AND WATER LETTER DATED 29/09/2025                      Description of place registered:                      DWELLING - FORMER ANDERSON'S COTTAGES                      Has the place been designated as a place of geological, palaeontological or speleological significance or archaeological significance?                      NO                      If YES, give details:</p>	<p><input checked="" type="checkbox"/></p> <p>NO</p> <p>YES</p>
<b>19. Land Tax Act 1936</b>		
<p>19.1 Notice, order or demand for payment of land tax</p>	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><b>Are there attachments?</b>  <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>                      CERTIFICATE OF LAND TAX PAYABLE                      Date of notice, order or demand:                      REFER REVENUE SA                      Amount payable (as stated in the notice):                      VENDOR TO DISCHARGE AT SETTLEMENT</p>	<p><input checked="" type="checkbox"/></p> <p>YES</p> <p>YES</p>
<b>21. Local Government Act 1999</b>		
<p>21.1 Notice, order, declaration, charge, claim or demand given or made under the Act</p>	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><b>Are there attachments?</b>  <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>                      CITY OF CHARLES STURT RATES CERTIFICATE ("RATES CERTIFICATE")                      Date of notice, order etc:                      REFER CITY OF CHARLES STURT                      Name of council by which, or person by whom, notice, order etc is given or made:                      REFER CITY OF CHARLES STURT                      Land subject thereto:                      71 DRAYTON STREET BOWDEN SA 5007                      Nature of requirements contained in notice, order etc:                      PAYMENT OF RATES AND ASSOCIATED COSTS                      Time for carrying out requirements:                      REFER CITY OF CHARLES STURT                      Amount payable (if any):                      REFER RATES CERTIFICATE</p>	<p><input checked="" type="checkbox"/></p> <p>YES</p> <p>YES</p>

Column 1	Column 2	Column 3
<b>29. Planning, Development and Infrastructure Act 2016</b>		
<p>29.1 Part 5 - Planning and Design Code</p>	<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>CITY OF CHARLES STURT COUNCIL SEARCH AND PROPERTY INTEREST 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>71 DRAYTON STREET BOWDEN SA 5007 LOT 562</p> <p>ZONE: ESTABLISHED NEIGHBOURHOOD (EN) FOR ZONING OVERLAYS REFER PLAN SA DATA EXTRACT ATTACHED</p> <p>Is there a State heritage place on the land or is the land situated in a State heritage area?</p> <p>YES</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>YES</p> <p><b>Note-</b></p> <p>For further information about the Planning and Design Code visit <a href="http://www.code.plan.sa.gov.au">www.code.plan.sa.gov.au</a></p>	<p><input checked="" type="checkbox"/></p> <p>NO</p> <p>YES</p>
<p><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>		
<p>29.2 section 127 - Condition (that continues to apply) of a development authorisation</p>	<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>CITY OF CHARLES STURT</p> <p>Date of authorisation:</p> <p>31 JANUARY 2023, 18 SEPTEMBER 2024</p> <p>Name of relevant authority that granted authorisation:</p> <p>CITY OF CHARLES STURT</p> <p>Condition(s) of authorisation:</p> <p>REFER DEVELOPMENT APPLICATION ID: 22037208 REFER DEVELOPMENT APPLICATION ID: 24025136</p>	<p><input checked="" type="checkbox"/></p> <p>NO</p> <p>YES</p>
<p><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>		
<b>34. Water Industry Act 2012</b>		
<p>34.1 Notice or order under the Act requiring payment of charges or other amounts or making other requirement</p>	<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>CERTIFICATE OF WATER AND SEWER CHARGES</p> <p>Date of notice or order:</p> <p>REFER SA WATER</p> <p>Name of person or body who served notice or order:</p> <p>REFER SA WATER CERTIFICATE</p> <p>Amount payable (if any) as specified in the notice or order:</p> <p>REFER SA WATER CERTIFICATE</p> <p>Nature of other requirement made (if any) as specified in the notice or order:</p> <p>REFER SA WATER CERTIFICATE</p>	<p><input checked="" type="checkbox"/></p> <p>YES</p> <p>YES</p>

## 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 CORPORATION 43324 INC

Address of community corporation:

69-77 DRAYTON STREET BOWDEN SA 5007

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 COMMUNITY CORPORATION SEARCH ANNEXED HERETO

(b) particulars of assets and liabilities of the community corporation:  
REFER COMMUNITY CORPORATION SEARCH ANNEXED HERETO

(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 COMMUNITY CORPORATION SEARCH ANNEXED HERETO

(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:  
NOT APPLICABLE

(e) if the lot is a community lot, particulars of the lot entitlement of the lot:  
2040 UNITS OF A TOTAL OF 10,000

*[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)

NO

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

NO

(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:

26 SEPTEMBER 2025

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:

STRATA DATA

Address:

647 PORTRUSH ROAD, GLEN OSMOND SA 5064

**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.



## SCHEDULE - DIVISION 3

### COMMUNITY LOTS AND STRATA UNITS

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

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

#### Governance

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

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

#### Use of your property

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

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

#### Are you buying a debt?

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

#### Expenses

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

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

#### Guarantee

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

#### Contracts

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

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

#### Buying off the plan

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

#### Mixed use developments - voting rights

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

#### Further information

The Real Estate Institute of South Australia provides an information service for enquiries about real estate transactions, see [www.reisa.com.au](http://www.reisa.com.au).

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

You can also seek advice from a legal practitioner.

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# ACKNOWLEDGEMENT OF RECEIPT OF FORM 1

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

FORM R3 Buyers Information Notice

CERTIFICATE OF TITLE VOLUME 6307 FOLIO 190

PROPERTY INTEREST REPORT

SA WATER, EMERGENCY SERVICES LEVY AND LAND TAX CERTIFICATES

CITY OF CHARLES STURT COUNCIL SEARCH

PLAN SA DATA EXTRACT FOR SECTION 7 SEARCH

BY-LAWS 43324

COMMUNITY PLAN 43324

DEPARTMENT FOR ENVIRONMENT AND WATER

STATE PLANNING COMMISSION

CERTIFICATE OF CURRENCY

PROPOSED BUDGET

**SIGNED BY THE PURCHASER:**

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

The Purchaser:

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

# Form R3

## Buyers information notice

---

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

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

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

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

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

### Safety

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

## **Enjoyment**

---

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

## **Value**

---

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

For more information on these matters visit: [www.cbs.sa.gov.au](http://www.cbs.sa.gov.au)

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

REAL PROPERTY ACT, 1886



South Australia

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



## Certificate of Title - Volume 6307 Folio 191

**Parent Title(s)** CT 5732/525  
**Creating Dealing(s)** ACT 14336831  
**Title Issued** 31/10/2024      **Edition** 1      **Edition Issued** 31/10/2024

### Estate Type

FEE SIMPLE

### Registered Proprietor

SOUTH AUSTRALIAN HOUSING TRUST  
OF ADELAIDE SA 5000

### Description of Land

LOT 562 PRIMARY COMMUNITY PLAN 43324  
IN THE AREA NAMED BOWDEN  
HUNDRED OF YATALA

### Easements

NIL

### Schedule of Dealings

NIL

### Notations

**Dealings Affecting Title** NIL**Priority Notices** NIL

#### Notations on Plan

Lodgement Date	Dealing Number	Description	Status
09/08/2024	14336832	BY-LAWS	FILED

**Registrar-General's Notes** NIL

### Administrative Interests

CONFIRMED IN SA HERITAGE REGISTER 23/11/1989

# Property Interest Report

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

Title Reference	CT 6307/191	Reference No. 2715333
Registered Proprietors	S A HOUSING TRUST	Prepared 26/09/2025 14:49
Address of Property	71 DRAYTON STREET, BOWDEN, SA 5007	
Local Govt. Authority	CITY OF CHARLES STURT	
Local Govt. Address	PO BOX 1 WOODVILLE SA 5011	

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](http://www.cbs.sa.gov.au)

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

### 1. General

- |     |  |  |
|-----|--|--|
| 1.1 | Mortgage of land<br><br><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>  | Refer to the Certificate of Title  |
| 1.2 | Easement<br>(whether over the land or annexed to the land)<br><br>Note--"Easement" includes rights of way and party wall rights<br><br><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>   | Refer to the Certificate of Title  |
| 1.3 | Restrictive covenant<br><br><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>  | Refer to the Certificate of Title for details of any restrictive covenants as an encumbrance |
| 1.4 | Lease, agreement for lease, tenancy agreement or licence<br>(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.)<br><br><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | Refer to the Certificate of Title<br><br>also<br><br>Contact the vendor for these details    |
| 1.5 | Caveat   | Refer to the Certificate of Title  |
| 1.6 | Lien or notice of a lien   | Refer to the Certificate of Title  |

### 2. Aboriginal Heritage Act 1988

- |     |   |   |
|-----|---|---|
| 2.1 | section 9 - Registration in central archives of an Aboriginal site or object              | Aboriginal Affairs and Reconciliation in AGD has no registered entries for Aboriginal sites or objects affecting this title |
| 2.2 | section 24 - Directions prohibiting or restricting access to, or activities on, a site or | Aboriginal Affairs and Reconciliation in AGD has no record of any direction affecting this title                            |

an area surrounding a site

- 2.3 Part 3 Division 6 - Aboriginal heritage agreement

Aboriginal Affairs and Reconciliation in AGD has no record of any agreement affecting this title

also

Refer to the Certificate of Title

### 3. ***Burial and Cremation Act 2013***

- 3.1 section 8 - Human remains interred on land

Births, Deaths and Marriages in AGD has no record of any gravesites relating to this title

also

contact the vendor for these details

### 4. ***Crown Rates and Taxes Recovery Act 1945***

- 4.1 section 5 - Notice requiring payment

Crown Lands Program in DEW has no record of any notice affecting this title

### 5. ***Development Act 1993 (repealed)***

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

**State Planning Commission in the Department for Housing and Urban Development will respond with details relevant to this item**

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

also

Contact the Local Government Authority for other details that might apply

- 5.2 section 50(1) - Requirement to vest land in a council or the Crown to be held as open space

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

also

Contact the Local Government Authority for other details that might apply

- 5.3 section 50(2) - Agreement to vest land in a council or the Crown to be held as open space

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

also

Contact the Local Government Authority for other details that might apply

- 5.4 section 55 - Order to remove or perform work

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

also

Contact the Local Government Authority for other details that might apply

- 5.5 section 56 - Notice to complete development

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

also

Contact the Local Government Authority for other details that might apply

- 5.6 section 57 - Land management agreement

Refer to the Certificate of Title

- 5.7 section 60 - Notice of intention by building owner

Contact the vendor for these details

- 5.8 section 69 - Emergency order

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

also

Contact the Local Government Authority for other details that might apply

- 5.9 section 71 - Fire safety notice

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

- |      |  |   |
|------|--|---|
| 5.10 | section 84 - Enforcement notice                  | State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title<br><br>also<br><br>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<br><br>also<br><br>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<br><br>also<br><br>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)<br><br><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | <b>State Planning Commission in the Department for Housing and Urban Development will respond with details relevant to this item</b><br><br>also<br><br>Contact the Local Government Authority for other details that might apply |
|-----|--|---|

## 7. Emergency Services Funding Act 1998

- |     |                                 |   |
|-----|---------------------------------|---|
| 7.1 | section 16 - Notice to pay levy | <b>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.</b><br><br><b>Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates <a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a></b> |
|-----|---------------------------------|---|

## 8. Environment Protection Act 1993

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

8.9	section 103P - Notation of site contamination audit report in relation to the land	EPA (SA) does not have any current Orders registered on this title
8.10	section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land	EPA (SA) does not have any current Orders registered on this title
<b>9. <i>Fences Act 1975</i></b>		
9.1	section 5 - Notice of intention to perform fencing work	Contact the vendor for these details
<b>10. <i>Fire and Emergency Services Act 2005</i></b>		
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
<b>11. <i>Food Act 2001</i></b>		
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
<b>12. <i>Ground Water (Qualco-Sunlands) Control Act 2000</i></b>		
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
<b>13. <i>Heritage Places Act 1993</i></b>		
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	<b>Heritage Branch in DEW will respond with details relevant to this item</b>
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
<b>14. <i>Highways Act 1926</i></b>		
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
<b>15. <i>Housing Improvement Act 1940 (repealed)</i></b>		
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
<b>16. <i>Housing Improvement Act 2016</i></b>		

- |      |  |  |
|------|--|--|
| 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<br>also<br>Contact the Local Government Authority for other details that might apply |
|------|---|---|

**18. *Landscape South Australia Act 2019***

- |       |   |   |
|-------|---|---|
| 18.1  | section 72 - Notice to pay levy in respect of costs of regional landscape board                             | The regional landscape board has no record of any notice affecting this title   |
| 18.2  | section 78 - Notice to pay levy in respect of right to take water or taking of water                        | DEW has no record of any notice affecting this title  |
| 18.3  | section 99 - Notice to prepare an action plan for compliance with general statutory duty                    | The regional landscape board has no record of any notice affecting this title   |
| 18.4  | section 107 - Notice to rectify effects of unauthorised activity  | The regional landscape board has no record of any notice affecting this title<br>also<br>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<br>also<br>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 | <b>A Land Tax Certificate will be forwarded.</b><br><b>If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.</b><br><br><b>Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates <a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a></b> |
|------|---|---|

## 20. **Local Government Act 1934 (repealed)**

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

## 21. **Local Government Act 1999**

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

## 22. **Local Nuisance and Litter Control Act 2016**

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

## 23. **Metropolitan Adelaide Road Widening Plan Act 1972**

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

## 24. **Mining Act 1971**

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

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

**25. Native Vegetation Act 1991**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply

29.8 section 157 - Fire safety notice

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

also

Contact the Local Government Authority for other details that might apply

29.9 section 192 or 193 - Land management agreement

Refer to the Certificate of Title

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

29.12 Part 16 Division 1 - Proceedings

Contact the Local Government Authority for details relevant to this item

also

Contact the vendor for other details that might apply

29.13 section 213 - Enforcement notice

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

also

Contact the Local Government Authority for other details that might apply

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

Contact the Local Government Authority for details relevant to this item

also

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

### 30. *Plant Health Act 2009*

30.1 section 8 or 9 - Notice or order concerning pests

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

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

31.1 Part 3 - Notice

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

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

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

### 34. *Water Industry Act 2012*

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

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

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

### 36. **Other charges**

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

## Other Particulars

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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<br>also<br>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<br>also<br>EPA (SA) has no record of any particulars relating to items 3, 4 or 5 affecting this title<br>also<br>Contact the Local Government Authority for information relating to item 6 |
| 10. | Particulars relating to <i>Livestock Act, 1997</i>                              | Animal Health in PIRSA has no record of any notice or order affecting this title  |

## Additional Information

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

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

## Notices

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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](mailto:DEWwaterlicensing@sa.gov.au).

## Certificate of Title

**Title Reference:** CT 6307/191  
**Status:** CURRENT  
**Edition:** 1

## 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
09/08/2024	31/10/2024	14336832	BY-LAWS	FILED	C43324

## Registrar-General's Notes

No Registrar-General's Notes exist for this title

## Administrative Interests

CONFIRMED IN SA HERITAGE REGISTER 23/11/1989

## Certificate of Title

Title Reference CT 6307/191  
Status CURRENT  
Easement NO  
Owner Number 90002383  
Address for Notices ADELAIDE, SA 5000  
Area 188m<sup>2</sup> (CALCULATED)

## Estate Type

Fee Simple

## Registered Proprietor

SOUTH AUSTRALIAN HOUSING TRUST  
OF ADELAIDE SA 5000

## Description of Land

LOT 562 PRIMARY COMMUNITY PLAN 43324  
IN THE AREA NAMED BOWDEN  
HUNDRED OF YATALA

## Last Sale Details

There are no sales details recorded for this property

## Constraints

### Encumbrances

NIL

### Stoppers

NIL

## Valuation Numbers

Valuation Number	Status	Property Location Address
2550525011	CURRENT	71 DRAYTON STREET, BOWDEN, SA 5007

## Notations

### Dealings Affecting Title

NIL

### Notations on Plan

Lodgement Date	Dealing Number	Descriptions	Status
09/08/2024 11:01	14336832	BY-LAWS	FILED

## Registrar-General's Notes

NIL

## Administrative Interests

CONFIRMED IN SA HERITAGE REGISTER 23/11/1989

## Valuation Record

<b>Valuation Number</b>	2550525011
<b>Type</b>	Site & Capital Value
<b>Date of Valuation</b>	01/01/2025
<b>Status</b>	CURRENT
<b>Operative From</b>	01/07/2025
<b>Property Location</b>	71 DRAYTON STREET, BOWDEN, SA 5007
<b>Local Government</b>	CHARLES STURT
<b>Owner Names</b>	SOUTH AUSTRALIAN HOUSING TRUST
<b>Owner Number</b>	90002383
<b>Address for Notices</b>	ADELAIDE, SA 5000
<b>Zone / Subzone</b>	EN - Established Neighbourhood
<b>Water Available</b>	Yes
<b>Sewer Available</b>	Yes
<b>Land Use</b>	1310 - Ground Floor Home Unit Only
<b>Description</b>	4H
<b>Local Government Description</b>	Residential

## Parcels

Plan/Parcel	Title Reference(s)
C43324 LOT 562	CT 6307/191

## Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$470,000	\$490,000			

## Building Details

<b>Valuation Number</b>	2550525011
<b>Building Style</b>	Symmetrical Cottage
<b>Year Built</b>	1890
<b>Building Condition</b>	Poor
<b>Wall Construction</b>	Stone; Freestone

<b>Roof Construction</b>	Galvanised Iron
<b>Equivalent Main Area</b>	92 sqm
<b>Number of Main Rooms</b>	4

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

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## Certificate of Title

**Title Reference:** CT 6307/191  
**Status:** CURRENT  
**Parent Title(s):** CT 5732/525  
**Dealing(s) Creating Title:** ACT 14336831  
**Title Issued:** 31/10/2024  
**Edition:** 1

## Dealings

No lodged Dealings found.

Account Number 25 50525 01 1	L.T.O Reference CT6307191	Date of issue 29/9/2025	Agent No. 8452	Receipt No. 2715333
---------------------------------	------------------------------	----------------------------	-------------------	------------------------

FOX REAL ESTATE  
 PO BOX 456  
 NORTH ADELAIDE SA 5006  
 fox@foxrealestate.com.au

Section 7/Elec

## Certificate of Water and Sewer Charges & Encumbrance Information

### Property details:

Customer: SAHT  
 Location: 71 DRAYTON ST BOWDEN LT562 C43324  
 Description: 4H Capital Value: \$ 490 000  
 Rating: Residential

### Periodic charges

Raised in current years to 30/9/2025

			\$
	Arrears as at: 30/6/2025	:	167.80
Water main available:	1/1/2025	Water rates	82.30
Sewer main available:	1/1/2025	Sewer rates	94.00
		Water use	4.51
		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	348.61CR
		Balance outstanding	0.00

Degree of concession: 00.00%  
 Recovery action taken: SAHT

Next quarterly charges: Water supply: 82.30 Sewer: 94.00 Bill: 22/10/2025

This Account is billed four times yearly for water use charges.

The last Water Use Year ended on 04/07/2025.

MAINS WATER USE CHARGE of \$2.36 should be added to the Balance Outstanding above.

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

Please note: If you have also ordered a Special Meter Reading for this property and it comes back as estimated, please ensure you provide a photo of the meter including serial number to have the certificate reissued.

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

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

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





ABN 19 040 349 865  
Emergency Services Funding Act 1998

# CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

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

PIR Reference No: 2715333

THE TRUSTEE FOR FOX REAL ESTATE  
Fox Real Estate  
POST OFFICE BOX 456  
NORTH ADELAIDE SA 5006

**DATE OF ISSUE**  
29/09/2025

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

<b>OWNERSHIP NUMBER</b>	<b>OWNERSHIP NAME</b>			
90002383	S A HOUSING TRUST			
<b>PROPERTY DESCRIPTION</b>				
71 DRAYTON ST / BOWDEN SA 5007 / LT 562 C43324				
<b>ASSESSMENT NUMBER</b>	<b>TITLE REF.</b> <small>(A "+" indicates multiple titles)</small>	<b>CAPITAL VALUE</b>	<b>AREA / FACTOR</b>	<b>LAND USE / FACTOR</b>
2550525011	CT 6307/191	\$490,000.00	R4 1.000	RE 0.400
<b>LEVY DETAILS:</b>		<b>FIXED CHARGE</b>	\$	0.00
		<b>+ VARIABLE CHARGE</b>	\$	0.00
<b>FINANCIAL YEAR</b>		<b>- REMISSION</b>	\$	0.00
2025-2026		<b>- CONCESSION</b>	\$	0.00
		<b>+ ARREARS / - PAYMENTS</b>	\$	0.00
		<b>= <u>AMOUNT PAYABLE</u></b>	\$	0.00

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

**EXPIRY DATE** 28/12/2025



**Government of South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Emergency Services Funding Act 1998

## CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

**PAYMENT REMITTANCE ADVICE**

**No payment is required on this Certificate**

**OFFICIAL: Sensitive**

**Please Note:**

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

For more information:

Visit: [www.revenuesa.sa.gov.au](http://www.revenuesa.sa.gov.au)  
Email: [contactus@revenuesa.sa.gov.au](mailto:contactus@revenuesa.sa.gov.au)  
Phone: (08) 8372 7534

**PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW**

 <p><b>Billers Code: 456285</b> <b>Ref: 7008736410</b></p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: <a href="http://www.bpay.com.au">www.bpay.com.au</a> © Registered to BPAY Pty Ltd ABN 69 079 137 518</p>	 <p><b>To pay via the internet go to:</b> <a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a></p>	 <p>Send your cheque or money order, made payable to the <b>Community Emergency Services Fund</b>, along with this <b>Payment Remittance Advice</b> to: <b>Please refer below.</b> Revenue SA Locked Bag 555 ADELAIDE SA 5001</p>
--	---	--

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



RevenueSA

DEPARTMENT OF TREASURY AND FINANCE

ABN 19 040 349 865  
Land Tax Act 1936

# CERTIFICATE OF LAND TAX PAYABLE

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

PIR Reference No: 2715333

DATE OF ISSUE

29/09/2025

THE TRUSTEE FOR FOX REAL ESTATE  
Fox Real Estate  
POST OFFICE BOX 456  
NORTH ADELAIDE SA 5006

**ENQUIRIES:**

Tel: (08) 8372 7534

Email: [contactus@revenuesa.sa.gov.au](mailto:contactus@revenuesa.sa.gov.au)

**OWNERSHIP NAME**

S A HOUSING TRUST

**FINANCIAL YEAR**

2025-2026

**PROPERTY DESCRIPTION**

71 DRAYTON ST / BOWDEN SA 5007 / LT 562 C43324

**ASSESSMENT NUMBER**

2550525011

**TITLE REF.**

(A "+" indicates multiple titles)

CT 6307/191

**TAXABLE SITE VALUE**

\$470,000.00

**AREA**

0.0188 HA

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

<b>CURRENT TAX</b>	\$	11,278.03	<b>SINGLE HOLDING</b>	\$	0.00
<b>- DEDUCTIONS</b>	\$	0.00			
<b>+ ARREARS</b>	\$	0.00			
<b>- PAYMENTS</b>	\$	0.00			
<b>= AMOUNT PAYABLE</b>	\$	<b>11,278.03</b>			

**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**

**28/12/2025**



**Government of South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



RevenueSA

DEPARTMENT OF TREASURY AND FINANCE

Land Tax Act 1936

# CERTIFICATE OF LAND TAX PAYABLE

PAYMENT REMITTANCE ADVICE

**OWNERSHIP NUMBER**

90002383

**OWNERSHIP NAME**

S A HOUSING TRUST

**ASSESSMENT NUMBER**

2550525011

**AMOUNT PAYABLE**

\$11,278.03

**AGENT NUMBER**

100029743

**AGENT NAME**

THE TRUSTEE FOR FOX REAL ESTATE

**PAYABLE ON OR BEFORE**

28/12/2025

+70087363290012>

+000927+

<0550688385>

<0001127803>

+444+

**OFFICIAL: Sensitive**

**Please Note:**

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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

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

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

For more information:

Visit: [www.revenuesa.sa.gov.au](http://www.revenuesa.sa.gov.au)  
Email: [contactus@revenuesa.sa.gov.au](mailto:contactus@revenuesa.sa.gov.au)  
Phone: (08) 8372 7534

**PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW**

 <p><b>Billers Code: 456293</b> <b>Ref: 7008736329</b></p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: <a href="http://www.bpay.com.au">www.bpay.com.au</a> © Registered to BPAY Pty Ltd ABN 69 079 137 518</p>	 <p><b>To pay via the internet go to:</b> <a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a></p>	 <p>Send your cheque or money order, made payable to the <b>Commissioner of State Taxation</b>, along with this <b>Payment Remittance Advice to:</b> <b>Please refer below.</b> <b>Revenue SA</b> <b>Locked Bag 555</b> <b>ADELAIDE SA 5001</b></p>
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**ACTION REQUIRED: In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.**

72 Woodville Road, Woodville, South Australia 5011  
PO Box 1, Woodville SA 5011  
T: 08 8408 1111 F: 08 8408 1122 [charlessturt.sa.gov.au](http://charlessturt.sa.gov.au)



## Local Government Search (Form 1)

<b>Certificate Number:</b>	CERT3494/25
<b>Date:</b>	29 September 2025



Billor Code: 10330  
Ref No: 1886464

**Fox Real Estate Pty Ltd**  
232 Melbourne Street  
NORTH ADELAIDE SA 5006

**Property No:** 188646  
**Assessment No:** 2550525011

**Owner:** SA Housing Trust  
**Property:** 71 Drayton Street BOWDEN SA 5007

**Lot/Section/Title Reference:** Lot 562 CP 43324 Vol 6307 Fol 191

**Ward:** Hindmarsh

**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 as at the date of this certificate:**

Rates for Financial Year 01/07/25 to 30/06/26	\$1,350.00
Levies for Financial Year 01/07/25 to 30/06/26	
Regional Landscape Levy	\$30.40
Payments/Adjustments for Current Financial Year	(\$345.00)
Amount Due & Payable	\$1,035.40

**Please note:** City of Charles Sturt uses a **differential rating system** with a minimum amount. This is where a different rate in the dollar is used to determine the rates levied based on whether the land is used for residential, commercial, industrial, primary production, vacant or other purposes. Should the land use change within the financial year there may be an adjustment to the differential rate charged for the future financial year and rates levied.

Outstanding rates balance is correct as at the above date. If you are seeking updated rating information more than 30 days from the above date or in a new financial year, a new Section 187 request is required to be lodged.

Chief Executive Officer

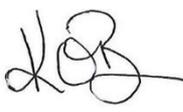
Per Authorised Officer:

**Property No:** 188646  
**Property Address:** 71 Drayton Street BOWDEN SA 5007

Prescribed enquiries under section 7 of the Land and Business (Sale and Conveyancing) Act and Regulations.

<b>Prescribed Encumbrances</b>	<b>Other Particulars Required</b>
<b><i>Development Act 1993 (repealed)</i></b>	
Section 42 – Condition (that continues to apply) of a development authorisation	<b>No</b>
<b>Building Indemnity Insurance - No</b>	
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 (repealed) or the PDI Act 2016?	<b>No</b>
Section 50(1) – Requirement to vest land in a council or the Crown to be held as open space	<b>No</b>
Section 50(2) – Agreement to vest land in a council or Crown to be held as open space	<b>No</b>
Section 55 – Order to remove or perform work	<b>No</b>
Section 56 – Notice to complete development	<b>No</b>
Section 57 – Land management agreement	<b>Refer to the PlanSA Data Extract for Section 7 search purposes below.</b>
Section 69 – Emergency order	<b>No</b>
Section 71 – Fire safety notice	<b>No</b>
Section 84 – Enforcement notice	<b>No</b>

Prescribed Encumbrances	Other Particulars Required
Section 85(6), 85(10) – Enforcement order	No
Section 106 – Enforcement order	No
Part 11 Division 2 – Proceedings	No
Repealed Act Conditions	
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)	No
<b>Planning, Development and Infrastructure Act 2016</b>	
<p><b>Part 5 – Planning and Design Code</b></p> <ul style="list-style-type: none"> <li>• Zones/Subzones/Zoning Overlays</li> <li>• State or Local Heritage Place/Area</li> <li>• Declared Trees</li> <li>• Associated Development Authorisation Information</li> <li>• Building Indemnity Insurance</li> <li>• Land Management Agreement</li> <li>• Current Amendment to the Planning and Design Code</li> </ul> <p>For further information about the Planning and Design Code visit <a href="https://code.plan.sa.gov.au">https://code.plan.sa.gov.au</a></p>	Refer to the PlanSA Data Extract for Section 7 search purposes below.
<p>Section 127 – Condition (that continues to apply) of a development authorisation</p> <p>Copies of Decision Notification Forms can be downloaded from the PlanSA website – Development application register   PlanSA</p>	Refer to the PlanSA Data Extract for Section 7 search purposes below.
Section 141 – Order to remove or perform work	No
Section 142 – Notice to complete development	No
Section 155 – Emergency order	No

<b>Prescribed Encumbrances</b>	<b>Other Particulars Required</b>
Section 157 – Fire safety notice	No
Section 198(1) – Requirement to vest land in a council or the Crown to be held as open space	No
Section 198(2) – Agreement to vest land in a council or the Crown to be held as open space	No
Part 16 – Division 1 – Proceedings	No
Section 213 – Enforcement notice	No
Section 214(6), 214(10) – Applications to Court	No
Section 222 – Enforcement order to rectify breach	No
Confirmed – Planning and Development: 	
<b><i>Fire and Emergency Services Act 2005</i></b>	
Section 105F (or Section 56 or 83 (repealed)) – Notice of action required concerning flammable materials on land	No
<b><i>Local Nuisance and Litter Control Act 2016</i></b>	
Section 30 – Nuisance or litter abatement notice	No
<b><i>Local Government Act 1934 (repealed) and/or Local Government Act 1999</i></b>	
Section 217 – Notice, order, declaration, charge, claim or demand given or made under the Act	No

Prescribed Encumbrances	Other Particulars Required
Section 254 – Notice, order, declaration, charge, claim or demand given or made under the Act	No
Confirmed – Community Safety: 	
<b>Food Act 2001</b>	
Section 44 – Improvement notice	No
Section 46 – Prohibition order	No
<b>Public and Environmental Health Act 1987 (repealed)</b>	
Part 3 – Notice	No
<i>Public and Environmental Health (Waste Control) Regulations 2010 (or 1995)</i> (revoked) Part 2 – Condition (that continues to apply) of an approval	No
<i>Public and Environmental Health (Waste Control) Regulations 2010 (revoked)</i> Regulation 19 – Maintenance order (that has not been complied with)	No
<b>South Australian Public Health Act 2011</b>	
Section 66 – Direction or requirement to avert spread of disease	No
Section 92 – Notice	No
South Australian Public Health (Wastewater) Regulations 2013 Part 4 – Condition (that continues to apply) of an approval	No
Confirmed – Environmental Health: 	

Prescribed Encumbrances	Other Particulars Required
<b>Water Industry Act 2012</b>	
Notice or order under the Act requiring payment of charges or other amounts or making other requirement	<b>No</b>
Confirmed – Alternative Water: 	
<b>Land Acquisitions Act 1969</b>	
Section 10 Notice of intention to acquire	<b>No</b>
Confirmed – Property Management, Planning and Strategy: 	
<p>The information herein is provided pursuant to Council’s obligations under Section 7 of the Land and Business (Sales and Conveyancing) Act and Regulations. Only information, which is required to be provided, has been given and that information should not be taken as a representation as to whether or not any charges or encumbrances affect the Subject Land.</p> <p><b>NOTICES</b></p> <p>Aluminium Composite Panel Cladding (ACP) is defined as flat or profiled aluminium sheet material in composite with any type of material. ACP is an external building cladding material which can create a fire risk if used or installed incorrectly.</p> <p>Both Vendors and Purchasers should take reasonable steps to determine if ACP has been identified on any buildings on the land, and also the status of any required remediation works related to the presence of ACP on such building.</p> <p><b>ADDITIONAL INFORMATION</b></p> <p>This information is provided as additional information, it is not information that Council is statutorily obliged to provide.</p> <p>Parts of the City are subject to flooding. This situation may be subject to change over time. Flood plain mapping data is available on Council’s website.</p>	

# Data Extract for Section 7 search purposes

Valuation ID 2550525011

**Data Extract Date:** 30/09/2025

## Important Information

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

**Parcel ID:** C43324 FL562

**Certificate Title:** CT6307/191

**Property Address:** 71 DRAYTON ST BOWDEN SA 5007

## Zones

Established Neighbourhood (EN)

## Subzones

No

## Zoning overlays

### Overlays

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

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

#### **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.

#### **Historic Area (ChSt2)**

The Historic Area Overlay aims to reinforce historic themes and characteristics through conservation, contextually responsive development, design and adaptive reuse that responds to the attributes expressed in the Historic Area Statement. The demolition of whole or part of a building within the Historic Areas Overlay requires a development application to be submitted for assessment and can only proceed if approved.

#### **Hazards (Flooding - General)**

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

#### **Prescribed Wells Area**

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

### **Regulated and Significant Tree**

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

### **State Heritage Place (Heritage Number: 9171)**

The State Heritage Place Overlay seeks to ensure development maintains the heritage and cultural values of State Heritage Places through conservation, ongoing use and adaptive reuse.

### **Stormwater Management**

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

### **Urban Tree Canopy**

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

## **Is the land situated in a State Heritage Place/Area**

Yes

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.*

### Application ID: 22037208

Development Description: Fire Damage remediation works including stone / masonry restoration, new front fence and replacing damaged verandah.

Site Address: 69 DRAYTON ST BOWDEN SA 5007

**Development Authorisation:** Planning Consent

**Date of authorisation:** 31 January 2023

**Name of relevant authority that granted authorisation:** Assessment Manager at City of Charles Sturt

#### Condition 1

The development shall be undertaken in accordance with the stamped details and approved plans except where varied by the conditions herein, shall be completed prior to occupation of the proposed development and at all times thereafter shall be maintained to the satisfaction of the Authority.

#### Condition 2

All stormwater runoff shall be directed away from neighbouring properties.

#### Condition 3

All stormwater from buildings and paved areas shall be disposed of in such a manner that it does not result in the entry of water into a building or affect the stability of a building.

#### Condition 4

Rendered plinth and the masonry boundary walls and pillars must be painted with a breathable paint system to avoid trapping salts and moisture in the walls.

**Development Authorisation:** Building Consent

**Date of authorisation:** 7 February 2023

**Name of relevant authority that granted authorisation:** George Capetanakis

#### Condition 1

Unconditional Consent

## Associated Building Indemnity Insurance

**Building Work:** Fire Damage remediation works i

**Building Work ID:** 69517

Not Applicable

**Development Authorisation:** Development Approval: Planning Consent and Building Consent

**Date of authorisation:** 15 February 2023

**Name of relevant authority that granted authorisation:** City of Charles Sturt

### Application ID: 24025136

Development Description: Internal fire damage remediation works to unit 75 and reroofing entire row (5 units) including new separating fire walls to roof space.

Site Address: 69 DRAYTON ST BOWDEN SA 5007

**Development Authorisation:** Planning Consent

**Date of authorisation:** 18 September 2024

**Name of relevant authority that granted authorisation:** Assessment Manager at City of Charles Sturt

#### Condition 1

The development shall be undertaken in accordance with the stamped details and approved plans except where varied by the conditions herein, shall be completed prior to occupation of the proposed development and at all times thereafter shall be maintained to the satisfaction of the Authority.

#### Condition 2

All stormwater runoff shall be directed away from neighbouring properties.

#### Condition 3

All stormwater from buildings and paved areas shall be disposed of in such a manner that it does not result in the entry of water into a building or affect the stability of a building.

#### Condition 4

Lime mortars must be used in all masonry works to the State heritage place (nominally 1 part lime to 3 parts washed, well-graded sharp sand). Slaked lime putty (with or without pozzolanic agents) or natural hydraulic limes is to be used. Cement, cement-based additives, salt retarders and the like must not be added to any mix.

**Development Authorisation:** Building Consent

**Date of authorisation:** 20 September 2024

**Name of relevant authority that granted authorisation:** George Capetanakis

#### Condition 1

Building Indemnity Insurance – Pursuant to Reg. 36 of the PDI (General) Regulations 2017 a Certificate of Insurance, as required under Division 3 of Part 5 of the Building Work Contractors Act 1995, must be taken out

by the builder contracted to perform any domestic building work and be lodged by the owner or builder with Council before the commencement of any work on site. This condition shall not apply in the event the owner acts as “owner/builder” except that pursuant to Reg. 104 of the PDI (General) Regulations 2017, all work must be supervised by a registered building work supervisor or a private certifier to provide the written statements required to be submitted to Council.

**Associated Building Indemnity Insurance**

**Building Work:** Internal fire damage remediation works

**Building Work ID:** 124685

Not Applicable

**Development Authorisation:** Development Approval: Planning Consent and Building Consent

**Date of authorisation:** 23 September 2024

**Name of relevant authority that granted authorisation:** City of Charles Sturt

**Land Management Agreement (LMA)**

No

73

LANDS TITLES REGISTRATION OFFICE

SOUTH AUSTRALIA

LODGEMENT FOR FILING UNDER THE  
COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

Orig. <b>LF 14336832</b>

11:01 09-Aug-2024 2 of 2

SERIES NO	PREFIX
2	LF

AGENT CODE

LODGED BY: South Australian Housing Trust SAHT

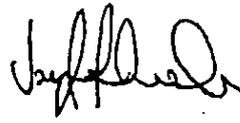
CORRECTION TO: South Australian Housing Trust SAHT

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT  
(COPIES ONLY)

- 1 By Laws.....
- 2.....
- 3.....
- 4.....
- 5.....

PICK-UP NO.	
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CORRECTION	PASSED <i>dd</i>
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FILED  15.10.2024	 PRO REGISTRAR-GENERAL
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# By-Laws

Community Corporation No. 43324 Incorporated

69-77 Drayton Street, BOWDEN.

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# Important Notice

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## COMMUNITY TITLES ACT

### BY-LAWS

#### COMMUNITY CORPORATION NUMBER 43324 INCORPORATED

#### IMPORTANT NOTICE

These By-Laws bind the Community Corporation, the Lotoholders of the Community Lots and any persons entering the Community Parcel.

These By-Laws relate to the control and management of the Common Property and the Community Lots and as such may only be amended or revoked by special resolution by the Community Corporation in accordance with section 39 of the *Community Titles Act 1996* and Regulations.

# Part 1 - Definitions

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## 1. Defined Terms

In the interpretation of these By-Laws, unless the context shall otherwise require or admit:

**Act** means the *Community Titles Act 1996 (SA)* as amended from time to time.

**Body Corporate Manager** means a manager appointed pursuant to clause 2(c) of these By-Laws and section 75(5) of the Act.

**Common Property** means the Common Property created by the Community Plan.

**Corporation** means Community Corporation No. 43324 Incorporated, established in accordance with the Act when the Community Plan is deposited by the Registrar-General in the Lands Titles Registration Office.

**Community Parcel** means the land divided by a plan of community division situated at 69-77 Drayton Street, BOWDEN, being Allotment 56 in Filed Plan 121903 in Certificate of Title Volume 5732 Folio 525 being the whole of the land comprised in the Community Plan. It does not include a street, road, thoroughfare, reserve or other similar open space vested in a council or prescribed authority or that has reverted to the Crown.

**Community Plan** means the plan of community division in respect of which these By-Laws are filed, being Community Corporation Plan No. 43324.

**Council** means the municipal council or the district council within which the lot and Community Parcel is located, being the City of Charles Sturt.

**Developer** means the South Australian Housing Trust.

**Law** means:

- (a) any statute, regulation, ordinance, by-law or subordinate legislation in force from time to time, whether made by state, territory, federal or local government;
- (b) any other regulatory instruments applying to the Property; and
- (c) the common law applicable from time to time in South Australia.

**Lot** or **Lots** means one or more (as the context dictates) of the four (4) community lots to be created when the Community Plan is deposited by the Registrar-General in the Lands Titles Office.

**Lotholder** means the registered proprietor or proprietors of a Lot and where the context allows the occupier of a Lot.

**Motor Vehicle** means a vehicle as defined under the *Road Traffic Act 1961*.

**Occupier** of a Lot means a person who occupies the Lot on a temporary or permanent basis (either solely or jointly with other persons) and includes

- (a) a person who is unlawfully in occupation of a lot,
- (b) an invitee of the Owner or Occupier
- (c) if the Lot is unoccupied, the Owner of the Lot.

**Ordinary Resolution** of a community corporation means a resolution passed at a properly convened meeting of the corporation by a simple majority of the votes of members present and voting on the resolution.

**Owner** means the Owner of a Lot.

**Person** means an Occupier, the Owner, residents, invitees, and any member of the public.

**Regulations** means the *Community Titles Regulations 2011* (SA) as amended;

Except where otherwise appears words have the same meaning as are given in the Act.

**Unless the contrary intention appears the following applies:**

- (a) A reference to an instrument includes any variation or replacement of it.
- (b) A reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
- (c) The singular includes the plural and vice versa.
- (d) The word "person" includes a firm, a body corporate, an association or an authority.
- (e) Words of any gender include every gender.
- (f) A reference to a person includes a reference to a person's executors, administrators, successors, substitutes (including, without limitation persons taking by notation) and assigns.
- (g) A reference to a day is a reference to the period of time commencing at midnight and ending 24 hours later.
- (h) Headings are inserted for convenience and do not affect the interpretation of these By-Laws.
- (i) The obligations and restrictions in these By-Laws shall be read subject to the rights, grants or privileges that may be given to any person or persons by the Corporation from time to time and to the extent of any inconsistency, any such rights, grants or privileges, prevail over these By-Laws in respect of the person or persons to whom they are given.
- (j) The meaning of general words is not limited to or by specific examples introduced by the words "including", "for example" or other similar expressions.

If the whole or any part of a provision of these By-Laws is invalid, unenforceable or illegal, it is severed. The remainder of these By-Laws will have full force and effect.

## Part 2 – Mandatory By-Laws

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### 2. Administration, Management and Control of Common Property

(a) Corporation Common Property Responsibilities

The Corporation is responsible for the administration, management, control and proper use of the Common Property.

(b) Appointment of Manager

The Corporation may (but is not obliged to) appoint a Management Committee responsible to the Corporation for the administration, management and control of the Common Property.

- (i) The Corporation may appoint a manager to carry out, on behalf of the Corporation the function of administering, managing and controlling the Common Property.
- (ii) The manager shall be appointed on a contract that is subject to annual review by the Corporation.
- (iii) If on annual review the Corporation is dissatisfied with the manager's performance, the Corporation may terminate the Management Contract.

### 3. Use and Enjoyment of the Common Property

The Common Property is, subject to the Act and these By-Laws for the common use and enjoyment of Lotholders or Occupiers in the Community Scheme and their visitors and ingress and egress to and from the Community lots by foot or vehicle.

Attention should also be drawn to the existing common drains arrangement, which is compliant with the Adelaide Sewers Act 1878. This relates to the internal sewer drains which run below the common property of the Corporation, and are shared with the adjoining property at 25 Ninth Avenue, Bowden as detailed in the plan in Annexure A.

## Part 3 – Community Parcel

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### 4. Prohibited Activities

A person bound by these By-Laws must not on the Community Parcel:

- (a) except in a designated area, hang any laundry or other items out to dry or air in public view on or about any part of or in the Community Parcel;
- (b) make or allow their visitors to make undue noise in or about the Community Parcel;
- (c) unreasonably, interfere or allow their visitors to interfere with others' use or enjoyment of their rights in relation to the Community Parcel;
- (d) use any language or behave in a manner likely to cause offence or embarrassment to persons in other Lots or on Common Property when on the Community Parcel;
- (e) damage or deface any building or sign or structure on the Community Parcel;
- (f) disobey reasonable directions or requests from an officer of the Corporation;
- (g) unless the Scheme Description or these By-Laws prescribes such use, use any portion of the Community Parcel as a restaurant, cafe or a business premises at which goods are sold to the public by retail or at which services are provided to the public or to which the public is invited to negotiate for the sale of services without the prior written consent of the Corporation;
- (h) carry, use, discharge or expose any firearm, explosive, fireworks, airgun or other weapon;
- (i) obstruct any persons' lawful access to any Lot or to the Common Property;
- (j) park or stand a motor vehicle, or an invitee or guest to park or stand a motor vehicle other than in an allocated carport on a Lot and the Corporation shall in addition to any other power, authority, duty and function imposed or conferred upon the Corporation be entitled to commence action to have any vehicle parked or standing in contravention of these By-Laws removed at the expense of the person whose act or default has occasioned such contravention and such person shall indemnify the Corporation in respect of all claims for costs and damages arising out of such actions;
- (k) erect or fix any sign or notice to any part of the Common Property or a Lot where it can be seen from any exterior position or erect a sandwich board, except as required by law;
- (l) perform any repairs or other work of any nature on any vehicle or other equipment except for running repairs in the case of breakdown;
- (m) alter the external facade of any building or improvement forming part of the Common Property or a Lot (except to the extent necessary to maintain the Lot in good repair);
- (n) install any equipment or apparatus of any kind (including, but not limited to, any blind, light fitting, awning, air conditioning unit, antenna or satellite dish) which:
  - (i) extends outside the boundaries of a Lot; or
  - (ii) protrudes from any building forming part of a Lot, without first obtaining the prior written consent of the Corporation; or
- (o) without limiting by-law (n), affix a satellite dish to any part of the Common Property.

## 5. Garbage disposal

A Lot holder or Occupier of a Lot must:-

- (a) store garbage in the container(s) provided by the Corporation or the Council;
- (b) keep the container(s) within their Lot or on such part of the Common Property designated by the Corporation, in a clean and dry condition and adequately covered;
- (c) comply with all Council By-Laws and ordinances relating to the disposal of garbage;
- (d) ensure that the health, hygiene and comfort of other Lotholders or Occupiers is not adversely affected by disposal of garbage; and
- (e) ensure garbage receptacles are placed only where approved by the Committee and used only for the purpose for which they are provided and must ensure that empty bottles, boxes, used containers and similar items shall be stored tidily and so far as possible, out of sight.

## Part 4 – Common Property

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### 6. Corporation to Keep Common Property in Good Repair

The Corporation:

- (a) shall keep the Common Property in a state of good and serviceable repair and properly maintain all chattels, fixtures and fittings including any entrance statement, common area lighting, perimeter fencing, and common landscaping held by the Corporation or used in connection with the Common Property or its enjoyment by Lotholders or Occupiers and their visitors and invitees; and
- (b) may, for this purpose enter into an appropriate contract or contracts with third parties for such parties to provide those services for the benefit of Lotholders or Occupiers on behalf of the Corporation.

### 7. Prohibited Activities

A person shall not undertake any of the following activities or do any of the following things on the Common Property:

- (a) deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of a Lotholder, occupier or of any person lawfully using the Common Property;
- (b) camp or sleep overnight;
- (c) recreational activities which interfere with the safety or comfort of any other person;
- (d) carry on any business except with the prior written consent of the Corporation;
- (e) carry, use, discharge or expose any firearm, explosive fireworks, airgun or other weapon;
- (f) obstruct any access way;
- (g) obstruct the lawful use of the Common Property by any person including (but not limited to) obstruction by the placement thereon of free standing signs, furniture, pot plants, display or wares.;
- (h) use the Common Property in a manner that unreasonably interferes with the use and enjoyment of the Common Property by the other members of the Corporation, their customers, clients or visitors;
- (i) mark, paint, drive nails or screws or the like into, or otherwise damage or deface any structure that forms part of the Common Property without the prior written consent of the Corporation;

- (j) consume nor permit persons under his or her control to consume alcohol or take glassware onto the Common Property without the prior written consent of the Corporation or the Managing Agent; or
- (k) throw, roll or discharge any stone, substance or missile to the danger of any person or animal on the Common Property.

## 8. Security of Common Property

A Lotholder or Occupier of a Lot must not do anything which may prejudice the security or safety of the Common Property.

## 9. Notification of Defects

A Lotholder or Occupier of a Lot must promptly notify the Corporation or the Managing Agent on becoming aware of any damage to or defect in the Common Property.

## 10. Compensation to Corporation

A Lotholder or Occupier of a Lot will compensate the Corporation for any damage to the Common Property or personal property vested in the Corporation caused by that Lotholder or Occupier or their respective tenants, licensees or invitees.

# Part 5 – Use of Community Lots

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## 11. Lotholder or Occupier to Keep Lot in Good Repair

Each Lotholder or Occupier of a Lot must:

- (a) maintain the Lot in good repair;
- (b) keep the Lot in a clean and tidy condition and must take all practical steps to prevent infestation by vermin and/or insects;
- (c) be responsible for the interior maintenance and decoration of the Lot;
- (d) shall at regular intervals paint and maintain the exterior façade of the dwellings on each Lot in colours and to a standard commensurate with the original development;
- (e) properly maintain gardens and paving as constructed on the Lot;
- (f) carry out any work ordered by a council or other public authority in respect of the Lot; and
- (g) carry out work required by the Corporation in respect of the Lot.

## 12. Use of Lots

A person bound by these By-Laws:

- (a) must not use the Lot, or permit the Lot to be used, for any unlawful purpose;
- (b) must not do or permit or cause permit or suffer to be done or permitted on or about the Lot, any act, matter or thing whatsoever which is or may in the opinion of the Corporation be an offence under any Act of South Australia or the Commonwealth of Australia or regulation or by-law thereunder for the time being in force;

- (c) must allow the Corporation reasonable access to the Lot for the purpose of carrying out maintenance and except in the case of emergency the Corporation must give reasonable notice to the Occupier (not less than 48 hours) of its required access to the Lot;
- (d) must pay all rates, taxes, charges, outgoings and assessments in respect of their Lot as they become due and payable;
- (e) must subject to the Act and these By-Laws notify the Corporation of any exterior repairs and maintenance required to their Lot;
- (f) must ensure that the interior of windows and sliding doors in the Lot are covered with blinds or curtains only, and are kept clean and free of stickers, transfers, sheets, newspaper and similar items which are visible from the exterior of the Lot;
- (g) must not change the use or alter the character of the Lot without the prior written consent of the Corporation; and
- (h) must ensure compliance with fire laws in respect of the Lot.
- (i) must not use or alter the Lot in a way that would void the Corporation's insurance policy.

### 13. Keeping of animals

A Lotholder or Occupier may only keep a pet or any animal within the Lot:

- (a) as permitted by the Council; and
- (b) such animals must be registered with the Council where such registration is required by law.

Nothing in this By-Law shall prevent an Occupier or visitor to the Common Property who suffers from a disability from keeping or using an appropriately trained animal to assist the person in respect of that disability.

### 14. Leasing

- (a) If a Lotholder leases a Lot, the Lotholder must inform the Corporation of the identity of the lessee and the essential terms and conditions of the lease upon receipt of a request from the Corporation to do so.
- (b) A Lotholder or Occupier is prohibited from leasing or granting rights of occupation in respect of a Lot for valuable consideration for a period of less than two (2) months.

### 15. Change in Ownership

A Lotholder must immediately notify the Corporation of any change in ownership of the Lot, or any change in address of a Lotholder.

### 16. Right to Enter Lots

- (a) The Corporation shall be permitted by each Lotholder or Occupier and shall have the right at all reasonable times and on giving the Lotholder or the Occupier reasonable notice (except in cases of emergency when no such notice shall be required), to enter upon a Lot for the purpose of or in the course of carrying out the functions or duties of the Corporation or exercising its powers which, without limiting the generality of the foregoing, shall be deemed to include the power;
  - (b) to inspect a Lot;
  - (c) to carry out maintenance, repairs or work; and

- (d) to enter upon and inspect any part of a Lot for the purpose of ensuring that the Act and these By-Laws are being observed.

## 17. Observance of By-Laws

- (a) Where these By-Laws restrict the behaviour or activity of a Lotholder or Occupier of a Lot there shall also be imposed upon that Lotholder or Occupier an obligation not to permit that behaviour or activity by any other person.
- (b) A Lotholder or Occupier of a Lot shall take all reasonable steps to ensure that their visitors or invitees comply with the provisions of these By-Laws and in the event of their inability for any reason to ensure such compliance by any such visitor or invitee, they shall ensure that the visitor or invitee leaves the Community Parcel as soon as practicable.

## 18. Corporation May Make Rules

The Corporation or the Managing Agent may make rules relating to the Common Property not inconsistent with these By-Laws and they shall be observed by Occupiers, the Lotholders and their tenants, servants, agents, guests, employees, invitees or licensees unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Corporation.

## 19. Use of Lots – specific

Subject to the provisions of these By-Laws, the City of Charles Sturt Council Development Plan and any other relevant statutory enactments:

- (a) Lots shall only be used for residential accommodation; and
- (b) a Lotholder or Occupier is prohibited from leasing or granting rights of occupation in respect of a Lot for valuable consideration for a period of less than two (2) months.

## 20. Use of water etc

- (a) A Lotholder or Occupier must not waste water, and shall see that all water taps in their Lot are promptly turned off after use.
- (b) The water closets, conveniences and other water apparatus including waste pipes and drains must not be used for any purposes other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein. Any damage or blockage resulting to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence shall be borne by the Lotholder whether the same is caused by their own actions, or those of their tenants, servants, agents, guests, employees, invitees, or licensees.

## Part 6 – General Provisions

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### 21. Insurance

- (a) The Corporation shall effect such insurance in respect of the Common Property as is required under the Act for:
  - (i) building and other improvements on the Common Property for their full replacement value; and
  - (ii) public liability in a sum of not less than \$20,000,000.00.
- (b) The owner of each lot shall be responsible for their proportion of the Common Property insurance taken out by the Corporation in relation to the Common Property.
- (c) The owner or Occupier of a lot must not permit any of their invitees to do anything that may void, prejudice or increase any premium payable under insurance affected by the Corporation.
- (d) The owner of each community lot shall insure all buildings and other improvements on the lot in accordance with their own requirements and the Community Corporation shall not have responsibility in respect thereof.

### 22. Corporation's rights to Recover Money

- (a) The Corporation may recover any money owing to it under the By-Laws as a debt.
- (b) A Lotholder (including a mortgagee in possession) must pay on demand:-
  - (i) the whole of the Corporation's costs and expenses (including solicitor and own client costs) incurred in recovering levies or moneys duly levied upon that Lotholder's Lot by the Corporation pursuant to the Act or these By-Laws;
  - (ii) such costs as may have been ordered to be paid by the Lotholder to the Corporation by any Court, Tribunal or body with authority to order the payment of costs.
- (c) The Corporation may also enter any costs payable to it as referred to in paragraph 22(b) above against the levy account of the Lotholder's Lot and note the amount of such costs on any certificate issued in respect of the Lot pursuant to the *Real Property Act 1886* (SA).
- (d) The Corporation may charge interest on any overdue monies owed by a Lotholder at an annual rate as determined by the Corporation from time to time, unless otherwise determined by Ordinary Resolution at a general meeting. At the discretion of the Committee, an appointed manager has administrative discretion to write off interest at a limit to be determined by the Corporation from time to time.

### 23. Complaints and Applications

Any complaint or application to the Corporation must be addressed in writing to the secretary of the Corporation.

### 24. Permits

- (a) In any By-Law, unless the contrary intention is clearly indicated, the words "the consent of the Corporation" means the permission of the Corporation given in the form of a written permit.

- (b) The Corporation shall have the power to grant permits to any Lotholder, Occupier or any other person in respect of any activity in or on the Community Parcel.
- (c) The Corporation may attach such conditions to a permit as it thinks fit and may vary or revoke such conditions or impose new conditions by notice in writing to the permit holder.
- (d) The Corporation may grant a permit either for a term of up to twelve (12) months for an identified activity or schedule of activities as it thinks appropriate.
- (e) A permit holder must comply with all conditions of the permit.

## 25. Breach

Where a person bound by these By-Laws has acted in breach thereof and the Corporation has incurred expense in remedying such breach, the Corporation shall be entitled to recover such expense from such person.

## 26. Failure to Comply with By-Laws

Where a person bound by these by-laws has acted in breach and a warning has been provided, the Owner may receive a fine of up to \$500.00 for any one contravention. The Corporation's Presiding Officer has the authority to select the fineable amount, and this will be payable to the Corporation.

## 27. Tenants to have notice of By-Laws

A copy of these By-Laws (or a précis thereof approved by the Committee) will be delivered to the Lessee or occupier of a Lot not personally occupied by the Lotholder, and in any event incorporated as an annexure to any Lease or Licence granted to a Lessee or occupier.

## 28. Severability

If any By-Law or any part of these By-Laws cannot be given effect or full force and effect by reason of statutory invalidity or otherwise, such By-Law or part By-Law which cannot be given effect or its full force and effect shall be severed, ignored or read down restrictively but so as to maintain and uphold as far as possible the remaining By-Laws.

## 29. Behaviour of Invitees

- (a) A person shall take all reasonable steps to ensure that invitees do not behave in a manner likely to interfere with the peaceful enjoyment of another Lotholder or Occupier or of any person lawfully using Common Property.
- (b) A person shall be liable to compensate the Corporation in respect of all damage to the Common Property or personal property vested in it caused by an invitee.
- (c) A Lotholder of a Lot which is the subject of a lease or licence agreement shall take all reasonable steps, including any action available to that owner under any such lease or licence agreement, to ensure that any lessee or licensee or other occupier of the Lot or their invitees comply with the provisions of the By-Laws.
- (d) The duties and obligations imposed by these By-Laws on a Lotholder or Occupier of a Lot shall be observed not only by the Lotholder or Occupier but also by guests, servants, contractors, consultants, employees, agents, children, invitees and licensees of such Lotholder or Occupier.

### 30. Vehicles

- (a) Save where authorised by a By-Law or the Corporation, a person must not park or stand any motor or other vehicle on Common Property. A person must take all reasonable steps to ensure that any motor or other vehicle or vehicles loading or unloading must not park or stand so as to obstruct access to car-parking areas of Lotholders or occupiers of Lots.
- (b) The Corporation shall be entitled to commence action to have any vehicle parked or standing in contravention of these By-Laws removed at the expense of the person whose act or default has caused the contravention and that person shall indemnify the Corporation in respect of all claims for costs and damages arising out of such actions.
- (c) A person driving a vehicle on the Common Property must comply with the rules applicable under the *Road Traffic Act 1961 (SA)* to the driving of a vehicle on a public road.

### 31. Damage to Common Property or External Building Facade

A person must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the external improvements on the Community Parcel, or Common Property except with the consent of the Corporation, but this By-Law does not prevent a Lotholder or person authorised by him from installing any screen or other device to prevent entry of animals or insects into that Lotholder's dwelling, provided that the screen or other device is constructed in a workman-like manner, is maintained in a state of good and serviceable repair by the Lotholder and does not detract from the amenity of any building.

### 32. Noise

- (a) A person shall not create any noise likely to interfere with the peaceful enjoyment of a Lotholder, occupier or of any person lawfully using Common Property.
- (b) In the event of any unavoidable noise in a Lot at any time the Lotholder or Occupier of the Lot must take all practical measures to minimise annoyance to other occupants by closing all doors, windows and curtains of the dwelling on the Lot and also such further steps as may be within their power for the same purpose.

### 33. Lotholders not to instruct contractors/workmen

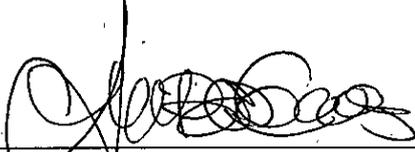
Lotholders must not directly instruct any contractors or workmen employed by the Corporation unless so authorised, and all requests for consideration of any particular matter to be referred to the Corporation shall be directed to the Secretary or Corporation Manager.

# Form 10

Section 30(1)(ia), 34(2)(e), 39(5a), 47(2)(ka), 50(7)(a)

## Certificate as to preparation of scheme description, by-laws or development contract

Certified correctly prepared in accordance with the requirements of the *Community Titles Act 1996* by the person who prepared the document.



(Signature of person certifying)

Amber Eccles

(Print name)

Level 3, Riverside centre

North Terrace, Adelaide SA 5000

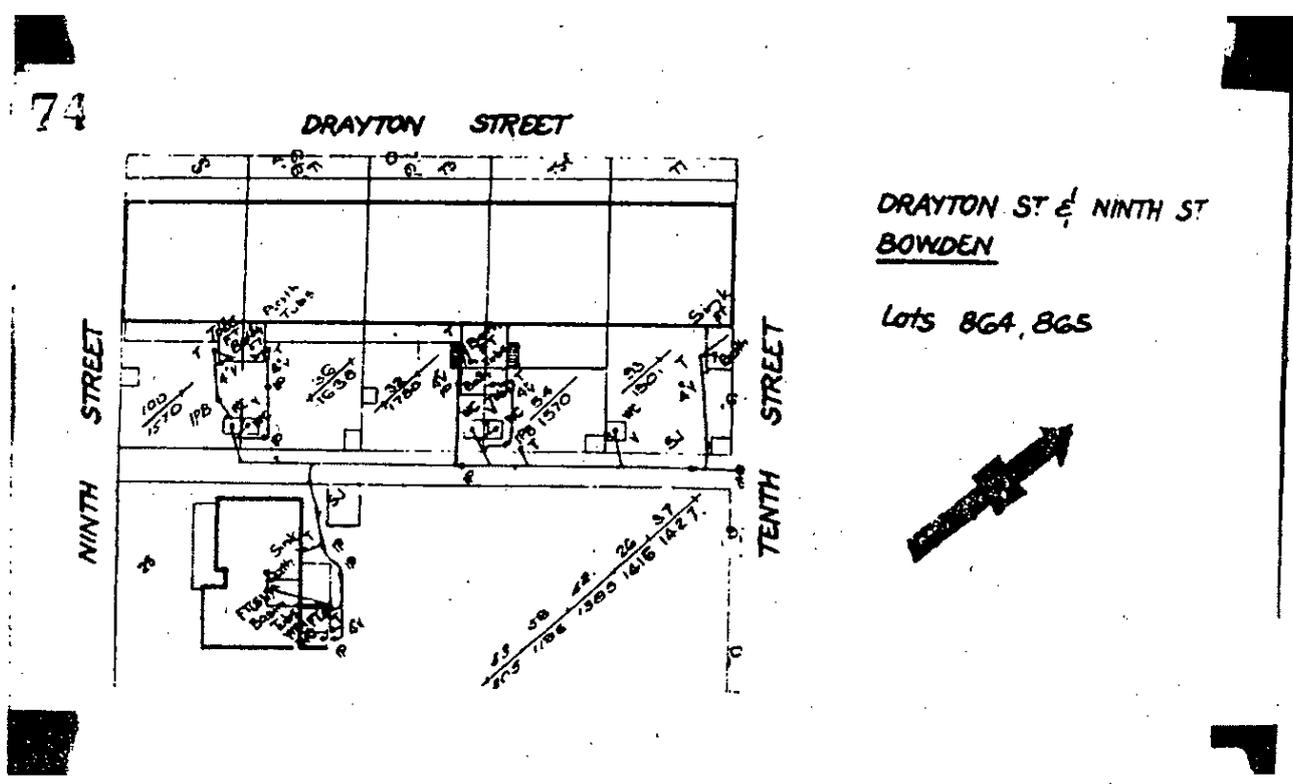
(Certifying person's address)

8/10/2024

(Date)

### Annexure A

Plan showing service infrastructure within common property & drain connection to neighbouring property at 25 Ninth Avenue, Bowden



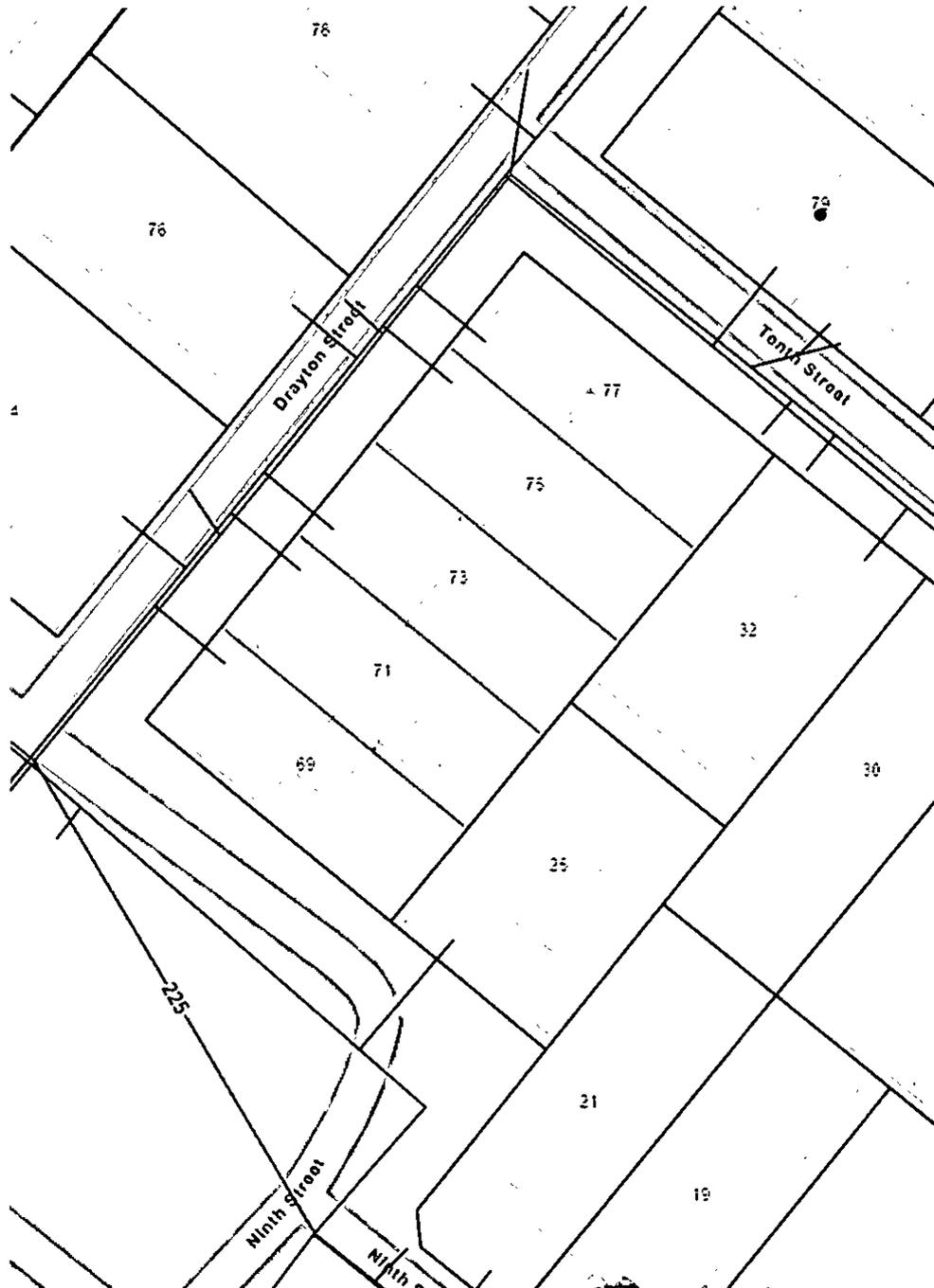
(continued on next page)

Plan showing SA Water main Stormwater and Wastewater connections in and around Drayton Street, Ninth Street and Tenth Street, Bowden.

## Water Infrastructure

Wastewater Connections

Water Connections



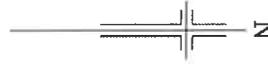
<b>PURPOSE:</b>	PRIMARY COMMUNITY	<b>AREA NAME:</b>	BOWDEN	<b>APPROVED:</b>	13/08/2024	<h1>C43324</h1>		
<b>COUNCIL:</b>	CITY OF CHARLES STURT	<b>DEVELOPMENT NO:</b>	252/C572/23/001/5440	<b>DEPOSITED:</b>	15/10/2024		SHEET 1 OF 2	
<b>LAST PLAN:</b>	F259435						text_01_v01_Version_5	
<b>AGENT DETAILS:</b>	ALEXANDER & SYMONDS PTY LTD POST OFFICE BOX 1000 KENT TOWN, SA 5067 PH: 81301666	<b>SURVEYORS CERTIFICATION:</b>	I Nathan James Stockley, a licensed surveyor under the Survey Act 1992, certify that this community plan has been correctly prepared in accordance with the Community Titles Act 1996 12th day of August 2024 Nathan James Stockley Licensed Surveyor					
<b>AGENT CODE:</b>	ALSY							
<b>REFERENCE:</b>	23A2319LTOPC(A)							
<b>SUBJECT TITLE DETAILS:</b>								
<b>PREFIX</b>	<b>VOLUME</b>	<b>FOLIO</b>	<b>OTHER</b>	<b>PARCEL</b>	<b>NUMBER</b>	<b>PLAN</b>	<b>NUMBER HUNDRED / IA / DIVISION</b>	<b>TOWN</b>
CT	5732	525		ALLOTMENT(S)	56	F	121903 YATALA	
<b>OTHER TITLES AFFECTED:</b>								
<b>EASEMENT DETAILS:</b>								
<b>STATUS</b>	<b>LAND BURDENED</b>	<b>FORM</b>	<b>CATEGORY</b>	<b>IDENTIFIER</b>	<b>PURPOSE</b>	<b>IN FAVOUR OF</b>	<b>CREATION</b>	
<b>ANNOTATIONS:</b>								
<p>THE COMMON PROPERTY IS DESIGNATED (C1) FOR LAND INFORMATION PURPOSES ONLY AND DOES NOT PROVIDE A LEGAL IDENTIFIER FOR THE COMMON PROPERTY</p> <p>THE SERVICE INFRASTRUCTURE COULD NOT BE FOUND DUE TO THE AGE AND NATURE OF THE SCHEME AND THE UNAVAILABILITY OF RECORDS</p> <p>ENCROACHMENT OF BUILDING OCCURS OVER NINTH STREET</p>								

# C43324

SHEET 2 OF 2

pland\_v2\_Version\_5

BEARING DATUM:	(1) - (2) 37°45'30"
DERIVATION:	F259435 ADOPTED
DRAWING SCALE FACTOR:	1.0
ORIGIN POINT:	CORNER (1)
TOTAL AREA:	1116m <sup>2</sup>



LOCATION PLAN



Alexander & Symonds Pty.Ltd.

11 KING WILLIAM STREET, KENT TOWN  
P.O. BOX 1000 KENT TOWN 5071

Tel (08) 8130 1666

A.B.N. 93 007 753 988

REFERENCE 23A2319LTOPC(A)

DMM 30/01/2024

NJS

# LOT ENTITLEMENT SHEET

COMMUNITY PLAN NUMBER

# C43324

SHEET 1 OF 1

ACCEPTED

*Joe Atherton* 15.10.2024

PRO REGISTRAR-GENERAL

DEV No. 252:0572.23

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENT	SUBDIVIDED
561	2040	
562	1950	
563	1950	
564	2020	
565	2040	
<b>AGGREGATE</b>	<b>10000</b>	

### CERTIFICATE OF LAND VALUER

I.....Fred Taormina.....being  
a Land Valuer within the meaning of the Land Valuers Act  
1994 certify that this schedule is correct for the purposes  
of the Community Titles Act 1996

Dated the.....5th.....day of.....August, 2024

.....  
Signature of Land Valuer



State Heritage Reference: 13688 (SHP); SAHPDB Reference: 9171 (SHP)  
SAILIS Reference: 2715333

### PROPERTY INTEREST REPORT RESPONSE

(Enquiry under Section 7 of the *Land & Business (Sale & Conveyancing) Act 1994*)

The property described below was the subject of a Property Interest Report enquiry and has been referred from Land Services South Australia to Heritage South Australia, Department for Environment and Water for reply because there is a heritage interest recorded on either the Certificate of Title or against the Land.

Registered Name: **Dwelling - former Anderson's Cottages**

Address of Property: **69 Drayton Street, Bowden SA 5007**

Local Government Area: **Charles Sturt**

Certificate of Title Reference/s: **CT 6307/191**

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#### **Prescribed encumbrances in relation to the land for the purposes of Section 7 of the *Land and Business (Sale and Conveyancing) Act 1994*.**

1. Is the property Confirmed as a State Heritage Place in the SA Heritage Register? (Section 18 *Heritage Places Act 1993*) **Yes**
2. Is the property Provisionally Entered as a State Heritage Place in the SA Heritage Register? (Section 17 *Heritage Places Act 1993*) **No**
3. Is the property within a State Heritage Area? \* **No**  
\* N.B. Until 15 January 1994 State Heritage Areas were designated by the Heritage Minister pursuant to Section 13(1) of the *South Australian Heritage Act 1978*. Since 15 January 1994 they have been created by inclusion in a council Development Plan under the *Development Act 1993 [Planning, Development and Infrastructure Act 2016]*, so you should also check with the local council.
4. Has the place been designated as a place of archaeological, geological, palaeontological or speleological significance? (Section 14(7) *Heritage Places Act 1993*) **No**
5. Is the property subject to a Stop Order? (Section 30 *Heritage Places Act 1993*) **No**
6. Is the property subject to a No Development Order? (Section 38 *Heritage Places Act 1993*) **No**
7. Is the property subject to a Heritage Agreement? (Section 32 *Heritage Places Act 1993*) **No**

8. Are there any objects of heritage significance entered in the SA Heritage Register in association with the property? (Section 14(2)(b) *Heritage Places Act 1993*) **No**
9. Is the property listed as a World Heritage Property in the SA Heritage Register? (Section 14(1)(f) *Heritage Places Act 1993*) **No**
10. Is the property listed as a Commonwealth Heritage Place in the SA Heritage Register? (Section 14(1)(f) *Heritage Places Act 1993*) **No**
11. Is the property listed as a National Heritage Place in the SA Heritage Register? (Section 14(1)(f) *Heritage Places Act 1993*) **No**



**Celeste Klose**  
Heritage Register Officer

Date: **29/09/2025**

**Heritage South Australia** | Environment, Heritage and Sustainability  
Department for Environment and Water  
Phone: 08 8372 7521  
DEWHeritage@sa.gov.au

Contact	Planning Services
Email	Dhud.planningservices@sa.gov.au
Phone:	7133 3030

Level 10  
83 Pirie Street  
Adelaide SA 5000

GPO Box 1815  
Adelaide SA 5001

1800 752 664  
saplanningcommission@sa.gov.au

7 October 2025

Foz Real Estate (SA) Pty Ltd  
L2, 232 Melbourne Street  
ADELAIDE SA 5006

Dear Sir/Madam

**Re:            *Land and Business (Sale and Conveyancing) Act 1994 - Section 7 Enquiry***  
**Property at 71 Drayton Street, Bowden**  
**Registered Proprietor(s): SA Housing Trust**

I refer to your enquiry to the Department for Housing and Urban Development (DHUD) concerning the parcel of land comprised in Certificate of Title Volume 6307 Folio 191 and the subsequent Property Interest Report (PIR) issued. (Reference No. 2715333 dated 26/9/25).

Items 29.10 and 29.11 the PIR indicate that the State Planning Commission (SPC) will respond with details of a possible requirement under Section 198 (1) or agreement under Section 198 (2) of the *Planning, Development and Infrastructure Act 2016* respectively to vest land in a council or the Crown to be held as open space.

I therefore advise that a land division proposal 252/C572/23 (ID 23029599) recorded against this Certificate of Title has been carried on, in error, from a previous title for the property. There is no proposed land division over lot 562 in CP 43324 and accordingly Section 198 of the *Planning, Development and Infrastructure Act* does not apply.

The Department for Housing and Urban Development records will be amended to remove the reference from the above Certificate of Title.

In addition, Section 50 of the *Development Act 1993 (repealed)* does not apply (refer items 5.2 and 5.3 of the PIR).

Yours faithfully

**Planning Services Unit**  
on behalf of  
**STATE PLANNING COMMISSION**



Level 13, 431 King William Street  
Adelaide SA 5000

## Certificate of Currency

### CHU Community Association Insurance Plan

<b>Policy No</b>	CA0006155194
<b>Policy Wording</b>	CHU COMMUNITY ASSOCIATION INSURANCE PLAN
<b>Period of Insurance</b>	31/10/2025 to 31/10/2026 at 4:00pm
<b>The Insured</b>	COMMUNITY CORPORATION NO. 43324 INC.
<b>Situation</b>	69 DRAYTON STREET BOWDEN SA 5007

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### Policies Selected

#### Policy 1 – Community Property

Community property: \$100,000  
Community income: \$15,000  
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

Not Selected

#### Policy 6 – Machinery Breakdown

Not Selected

#### Policy 7 – Catastrophe Insurance

Sum Insured: \$15,000  
Extended Cover - Loss of Rent & Temporary Accommodation/Community Income/Storage: \$2,250

#### 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

13/10/2025

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.

# Community Corporation 43324 Incorporated

Budget for the period 2025 to 2026

Prepared by Strata Data



STRATA DATA

Number of Units 5  
Unit Entitlement 10000

## Financial Snapshot

Admin Opening Balance  
Immediate Contribution  
Admin Contribution **\$5,376**  
Sinking Fund Opening Balance  
Sinking Fund Cont **\$500**  
Total Contribution **\$5,876**  
Periods **4**  
Levies Paid In Advance  
Levies In Arrears

**-Important Notice-**  
This is the proposed budget. The final budget will be decided by a majority vote at the meeting.

Recurrent Expenditure	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Total
Audit			\$184		\$184
Bank Charges					
Building Repairs & Maintenance					
Electricity					
Water Charges					
Disbursements	\$98	\$98	\$98	\$98	\$390
Electrical Works					
Gate/Roller Door Repairs & Maintenance					
Grounds Maintenance					
Gutter Cleaning					
Insurance Premium				\$993	\$993
Insurance Valuation					
Body Corporate Management	\$231	\$231	\$231	\$231	\$924
First Statutory General Meeting	\$600				\$600
Meeting Fees				\$290	\$290
Petty Cash/Honorarium					
Plumbing Repairs & Maintenance					
Building/Engineer Reports					
Income Tax Payment					
Tax Return	\$221				\$221
Public Officer	\$134				\$134
Unforeseen Expenses	\$125	\$125	\$125	\$125	\$500
WHS Compliance	\$140				\$140
Sinking Fund Analysis					
<b>Total Recurrent Expenditure</b>	<b>\$1,549</b>	<b>\$454</b>	<b>\$638</b>	<b>\$1,737</b>	<b>\$4,376</b>

Sinking Fund Expenditure	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Total
Building Repairs & Maintenance					
Electrical Works					
Painting					
Plumbing Repairs & Maintenance					
Loan Repayments					
<b>Total Sinking Fund Expenditure</b>					
<b>Total Expenditure</b>	<b>\$1,549</b>	<b>\$454</b>	<b>\$638</b>	<b>\$1,737</b>	<b>\$4,376</b>

**Cashflow****Administration Fund***(Recurrent Expenditure)*

Opening Balance		-\$205	\$686	\$1,393
Contributions	\$1,344	\$1,344	\$1,344	\$1,344
Immediate Levy				
Levies Paid In Advance				
Recurrent Expenses	\$1,549	\$454	\$638	\$1,737
Target Balance	-\$205	\$686	\$1,393	\$1,000

*Balance After Arrears Recovered**\$1,000***Sinking Fund***(Non-recurrent Expenditure)*

Opening Balance		\$125	\$250	\$375
Contributions	\$125	\$125	\$125	\$125
Planned Expenses				
Target Balance	\$125	\$250	\$375	\$500

**Recommended Level of Quarterly Contributions**

Unit Number	UEV	Sinking Fund	Admin Fund	Total Levy	Immediate Levy
561	2040	\$25.50	\$274.18	\$299.68	
562	1950	\$24.38	\$262.08	\$286.46	
563	1950	\$24.38	\$262.08	\$286.46	
564	2020	\$25.25	\$271.49	\$296.74	
565	2040	\$25.50	\$274.18	\$299.68	

Strata Data recommends that the body corporate make adequate provision for future expenditure through Sinking fund forecasts and a 5 year future maintenance plan. It is expected that recurrent maintenance costs will increase each year as the normal expenses of the corporation such as insurance, management, services and maintenance costs generally rise. Funds collected toward general maintenance or the unforeseen expense provision, if not spent within the financial year add to the corporations balance to deal with maintenance issues in future periods.

Owners are recommended to think of the ongoing maintenance required in relation to the common area over this and the next 3-5 years when making a decision concerning the levies to be raised.