

# MAGAIN

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

## FORM 1 - Vendor's Statement

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

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**Preliminary**

#### To the purchaser:

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

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

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

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

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

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

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

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

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

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

### PART A – PARTIES AND LAND

#### 1 Purchaser:

Address:

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#### 2 Purchaser's registered agent:

Address:

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#### 3 Vendor: WENDY ELIZABETH NEAVE

Address:

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10B Haldane Street, Bonbeach VIC 3196

#### 4 Vendor's registered agent:

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

Address:

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

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

#### 6 Description of the land: [Identify the land including any certificate of title reference]

The land situated at Unit 402/250 Flinders Street, Adelaide SA 5000 comprising whole / part of the land in Certificate of Title Volume Folio and being whole / part of \* Allotment / Section / Lot / Unit on \* Deposited / Filed / Community / Strata Plan in the Area named Adelaide in the Hundred of Adelaide . \* select the applicable option

## 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:

10B Haldane Street, Bonbeach VIC 3196

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

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

08 8381 6222

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

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

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

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

#### Note –

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

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

#### 5 – Effect of service

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

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

**Proceeding with the purchase**

If you wish to proceed with the purchase—

- (a) it is strongly recommended that you take steps to make sure your interest in the property is adequately insured against loss or damage; and
- (b) pay particular attention to the provisions in the contract as to time of settlement - it is essential that the necessary arrangements are made to complete the purchase by the agreed date - if you do not do so, you may be in breach of the contract; and
- (c) you are entitled to retain the solicitor or registered conveyancer of your choice.

**PART C – STATEMENT WITH RESPECT TO REQUIRED PARTICULARS**

(section 7(1))

**To the purchaser:**

\*I / ~~We~~,

WENDY ELIZABETH NEAVE

of

10B Haldane Street, Bonbeach VIC 3196

being the \*vendor(s)/person authorised to act on behalf of the vendor(s) in relation to the transaction state that the Schedule contains all particulars required to be given to you pursuant to section 7(1) of the *Land and Business (Sale and Conveyancing) Act 1994*.

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

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

**PART D – CERTIFICATE WITH RESPECT TO PRESCRIBED INQUIRIES BY REGISTERED AGENT**

(section 9)

**To the purchaser:**

I,

Baz Rampal

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

Exceptions:

NIL

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

\*Vendor's agent / Purchaser's agent

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

**SCHEDULE – DIVISION 1****PARTICULARS OF MORTGAGES, CHARGES AND PRESCRIBED ENCUMBRANCES AFFECTING THE LAND****(section 7(1)(b))****Note –**

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

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

- (a) there is an attachment to this statement and –
  - (i) all the required particulars are contained in that attachment; and
  - (ii) the attachment is identified in column 2; and
  - (iii) if the attachment consists of more than 2 sheets of paper, those parts of the attachment that contain the required particulars are identified in column 2; or
- (b) the mortgage, charge or prescribed encumbrance –
  - (i) is 1 of the following items in the table:
    - (A) under the heading 1. General –
      - 1.1 Mortgage of land
      - 1.4 Lease, agreement for lease, tenancy agreement or licence
      - 1.5 Caveat
      - 1.6 Lien or notice of a lien
    - (B) under the heading 36. Other charges –
      - 36.1 Charge of any kind affecting the land (not included in another item); and
  - (ii) is registered on the certificate of title to the land; and
  - (iii) is to be discharged or satisfied prior to or at settlement.

**TABLE OF PARTICULARS**

Column 1	Column 2	Column 3
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*[If an item is applicable, ensure that the box for the item is ticked and complete the item.]*

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

- (a) the heading "1. General" and items 1.1, 1.2, 1.3 and 1.4; and
- (b) the heading "5. Development Act 1993 (repealed)" and item 5.1; and
- (c) the heading "6. Repealed Act conditions" and item 6.1; and
- (d) the heading "29. Planning, Development and Infrastructure Act 2016" and items 29.1 and 29.2,

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

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

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

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

Column 1	Column 2	Column 3
<b>1. General</b>		
1.1 Mortgage of land	<p><b>Is this item applicable?</b></p> <p><b>Will this be discharged or satisfied prior to or at settlement?</b></p> <p><b>Are there attachments?</b></p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars): Certificate of Title - Volume 6153 Folio 58</p> <p>Number of mortgage (if registered): 13572791</p> <p>Name of mortgagee: MORTGAGE TO WESTPAC BANKING CORPORATION (ACN: 007 457 141)</p>	<input checked="" type="checkbox"/> YES YES
1.2 Easement (whether over the land or annexed to the land)	<p><b>Is this item applicable?</b></p> <p><b>Will this be discharged or satisfied prior to or at settlement?</b></p> <p><b>Are there attachments?</b></p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Description of land subject to easement:</p> <p>Nature of easement:</p> <p>Are you aware of any encroachment on the easement?</p> <p>(If YES, give details):</p> <p>If there is an encroachment, has approval for the encroachment been given?</p> <p>(If YES, give details):</p>	<input type="checkbox"/> YES/NO YES/NO
1.3 Restrictive covenant  <b>[Note -</b> <i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	<p><b>Is this item applicable?</b></p> <p><b>Will this be discharged or satisfied prior to or at settlement?</b></p> <p><b>Are there attachments?</b></p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Nature of restrictive covenant:</p> <p>Name of person in whose favour restrictive covenant operates:</p> <p>Does the restrictive covenant affect the whole of the land being acquired?</p> <p>(If NO, give details):</p> <p>Does the restrictive covenant affect land other than that being acquired?</p>	<input type="checkbox"/> YES/NO YES/NO

Column 1	Column 2	Column 3
1.4 Lease, agreement for lease, tenancy agreement or licence	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>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>	<input type="checkbox"/> YES/NO YES/NO
<p><b>[Note -</b></p> <p><i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p> <p><b>N/A</b></p>		

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

5.1 section 42 - Condition (that continues to apply) of a development authorisation	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Council Search &amp; Approvals</p> <p>Condition(s) of authorisation:</p> <p>See Attached Council Search &amp; Approvals</p>	<input checked="" type="checkbox"/> NO YES
<p><b>[Note -</b></p> <p><i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>		

**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)	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Nature of condition(s):</p>	<input type="checkbox"/> YES/NO YES/NO
<p><b>[Note -</b></p> <p><i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p> <p><b>N/A</b></p>		

Column 1	Column 2	Column 3
<b>29. Planning, Development and Infrastructure Act 2016</b>		
29.1 Part 5 - Planning and Design Code	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Council Search</p> <p>PIR</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>Capital City (CC)</p> <p>Is there a State heritage place on the land or is the land situated in a State heritage area?</p> <p>NO</p> <p>Is the land designated as a local heritage place?</p> <p>NO</p> <p>Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land?</p> <p>NO</p> <p>Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?</p> <p>YES</p> <p><b>Note-</b></p> <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>	<input checked="" type="checkbox"/>
29.2 section 127 - Condition (that continues to apply) of a development authorisation	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Date of authorisation:</p> <p>Name of relevant authority that granted authorisation:</p> <p>Condition(s) of authorisation:</p>	<input type="checkbox"/>
<p><b>[Note -</b></p> <p><i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p> <p><b>N/A</b></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 No. 28626 Inc.

Address of community corporation:

ZEN Apartments, 250 Flinders Street, ADELAIDE SA 5000

2 Application must be made in writing to the community corporation for the particulars and documents referred to in 3 and 4.

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

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

(a) particulars of contributions payable in relation to the lot (including details of arrears of contributions related to the lot):  
See Attached Section 139 Supplied by Munro Body Corporate Management

(b) particulars of assets and liabilities of the community corporation:  
See Attached Section 139 Supplied by Munro Body Corporate Management

(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:  
See Attached Section 139 Supplied by Munro Body Corporate Management

(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:  
NA

(e) if the lot is a community lot, particulars of the lot entitlement of the lot:  
391/10000  
See Attached Community Plan & Entitlement

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

4 Documents supplied by the community corporation that are enclosed:

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

YES

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

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

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

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

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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:

Jason Nash

Address:

136 The Parade, Norwood

**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 1 corporation, then you should not expect that all lot owners in the group will have equal voting rights. The corporations may be structured so that, even though there are more apartments than shops in the group, the shop owners can outvote the apartment owners on some matters. Make enquiries so that you understand how many corporations there are and what voting rights you will have.

**Further information**

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

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

## ACKNOWLEDGEMENT OF RECEIPT OF FORM 1

The Purchaser acknowledges receipt of the following:

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

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

## FORM 3 Buyers Information Notice

Certificate of Title

## Council Search & Approvals

PIR

## Rates

### Section 139

## Community Plan

## Insurance

## By Laws

### Scheme Description

**SIGNED BY THE PURCHASER:**

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

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

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

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

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

## Buyers information notice

Prescribed notice to be given to purchaser

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

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

### Safety

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



## Enjoyment

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

## Value

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

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



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 6153 Folio 58

Parent Title(s) CT 6152/498

Creating Dealing(s) ACT 12277456

Title Issued 03/03/2015 Edition 4 Edition Issued 27/07/2021

### Estate Type

FEE SIMPLE

### Registered Proprietor

WENDY ELIZABETH NEAVE  
ALISTER HAMILTON NEAVE  
OF 10B HALDANE STREET BONBEACH VIC 3196  
AS JOINT TENANTS

### Description of Land

LOT 402 PRIMARY COMMUNITY STRATA PLAN 28626  
IN THE AREA NAMED ADELAIDE  
HUNDRED OF ADELAIDE

### Easements

NIL

### Schedule of Dealings

Dealing Number	Description
13572791	MORTGAGE TO WESTPAC BANKING CORPORATION (ACN: 007 457 141)

### Notations

Dealings Affecting Title NIL

Priority Notices NIL

### Notations on Plan

Lodgement Date	Dealing Number	Description	Status
13/02/2015	12277457	SCHEME DESCRIPTION	FILED
13/02/2015	12277458	BY-LAWS	FILED

Registrar-General's Notes NIL

Administrative Interests NIL

## Certificate of Title

Title Reference CT 6153/58  
 Status CURRENT  
 Easement NO  
 Owner Number 1891939\*  
 Address for Notices C/- CITY REALTY PTY LTD 43-69 STURT STREET ADELAIDE SA 5000, AUS  
 Area NOT AVAILABLE

## Estate Type

Fee Simple

## Registered Proprietor

WENDY ELIZABETH NEAVE  
 ALISTER HAMILTON NEAVE  
 OF 10B HALDANE STREET BONBEACH VIC 3196  
 AS JOINT TENANTS

## Description of Land

LOT 402 PRIMARY COMMUNITY STRATA PLAN 28626  
 IN THE AREA NAMED ADELAIDE  
 HUNDRED OF ADELAIDE

## Last Sale Details

Dealing Reference TRANSFER (T) 13572790  
 Dealing Date 19/07/2021  
 Sale Price \$320,000  
 Sale Type FULL VALUE / CONSIDERATION AND WHOLE OF LAND

## Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
MORTGAGE	13572791	WESTPAC BANKING CORPORATION (ACN: 007 457 141)

Stoppers

NIL

## Valuation Numbers

Valuation Number	Status	Property Location Address
0205318362	CURRENT	Unit 402 FL 4, 250 FLINDERS STREET, ADELAIDE, SA 5000

## Notations

## Dealings Affecting Title

NIL

## Notations on Plan

Lodgement Date	Dealing Number	Descriptions	Status
13/02/2015 11:43	12277457	SCHEME DESCRIPTION	FILED
13/02/2015 11:43	12277458	BY-LAWS	FILED

## Registrar-General's Notes

NIL

## Administrative Interests

NIL

## Valuation Record

Valuation Number	0205318362
Type	Site & Capital Value
Date of Valuation	01/01/2025
Status	CURRENT
Operative From	01/07/2015
Property Location	Unit 402 FL 4, 250 FLINDERS STREET, ADELAIDE, SA 5000
Local Government	ADELAIDE
Owner Names	WENDY ELIZABETH NEAVE ALISTER HAMILTON NEAVE
Owner Number	1891939*
Address for Notices	C/- CITY REALTY PTY LTD 43-69 STURT STREET ADELAIDE SA 5000, AUS
Zone / Subzone	CC - Capital City
Water Available	Yes
Sewer Available	Yes
Land Use	1324 - Fourth Floor Home Unit
Description	3HU
Local Government Description	Residential

## Parcels

Plan/Parcel	Title Reference(s)
C28626 LOT 402	CT 6153/58

## Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$53,000	\$385,000			
Previous	\$53,000	\$385,000			

## Building Details

Valuation Number	0205318362
Building Style	Contemporary
Year Built	2015
Building Condition	Very Good
Wall Construction	Concrete
Roof Construction	Galvanised Iron
Equivalent Main Area	60 sqm
Number of Main Rooms	3

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



Tuesday, 18 November 2025

**SEARCHLIGHT TECHNOLOGY**  
**PO Box 232,**  
**RUNDLE MALL SA 5000**

Dear Sir/Madam,

**Re: Property Search for Community Corporation No. 28626 Inc.**

**Registered Proprietor:** Wendy & Alister Neave

**Lot Number:** 402

**Unit Number:** 4.2

**Paid to Date:** 31/12/2025

**Arrears:** Nil

Please find enclosed documents forming the Section 139 property search as follows:

- Statement pursuant to Section 139 of the Community Titles Act 1996
- Statement of accounts last prepared by the corporation
- Minutes of the general meetings of the Corporation and meetings of its management committee (if any) for a period not exceeding two years
- Corporation bylaws & scheme description
- Corporation registered plan
- Current policies of insurance taken out by the Corporation

**Water Usage**

This Corporation is equipped with private water meters that are read and billed by Strata Water Solutions. It is strongly recommended that they be contacted on 08 8172 0816 or [accounts@stratawater.com.au](mailto:accounts@stratawater.com.au) to arrange a final read before settlement.

**Change of Ownership Advice**

Once settlement is finalised, please send through the advice of the change of ownership to our office as a matter of priority. This can either be posted or emailed to [corporations@munroproperty.com.au](mailto:corporations@munroproperty.com.au)

Should you have any queries please do not hesitate to contact the undersigned.

Kind Regards,

Jason Nash

*Body Corporate Manager*

**MUNRO™ Body Corporate**

**munro**

P 08 8132 2000

136 The Parade, Norwood

[munroproperty.com.au](http://munroproperty.com.au)

RLA 150778

Munro Property Group Pty Ltd



## INTERIM REPORTS

Munro Property Group Pty Ltd  
136 The Parade NORWOOD SA 5067  
08 8132 2000  
[bc@munroproperty.com.au](mailto:bc@munroproperty.com.au)  
[www.munroproperty.com.au](http://www.munroproperty.com.au)

for the financial year to 30/11/2025

Community Title Scheme 28626

ZEN Apartments, 250 Flinders Street, ADELAIDE SA 5000

Manager: Jason Nash

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Statement of Financial Performance	2

# Statement of Financial Position

## As at 18/11/2025

Community Corporation No. 28626 Inc.

ZEN Apartments, 250 Flinders Street, ADELAIDE SA 5000

### Current period

#### Owners' funds

##### Administrative Fund

Operating Surplus/Deficit--Admin	(7,683.32)
Owners Equity--Admin	(51,317.94)
	<u>(59,001.26)</u>

##### Sinking Fund

Operating Surplus/Deficit--Sinking	10,182.65
Owners Equity--Sinking	55,114.73
	<u>65,297.38</u>

#### Net owners' funds

**\$6,296.12**

#### Represented by:

##### Assets

##### Administrative Fund

Cash at Bank--Admin	(32,366.24)
Receivable--Levies--Admin	3,042.00
Receivable--Levies (Special)--Admin	1,267.50
Receivable--Owners--Admin	(884.83)
	<u>(28,941.57)</u>

##### Sinking Fund

Cash at Bank--Sinking	86,507.43
Receivable--Levies--Sinking	760.50
Receivable--Levies (Special)--Sinking	1,014.00
	<u>88,281.93</u>

##### Unallocated Money

Cash at Bank--Unallocated	46.56
	<u>46.56</u>
<i>Total assets</i>	<i>59,386.92</i>

##### Less liabilities

##### Administrative Fund

Prepaid Levies--Admin	1,408.93
	<u>1,408.93</u>

##### Sinking Fund

Prepaid Levies--Sinking	352.23
	<u>352.23</u>

##### Unallocated Money

Prepaid Levies--Unallocated	46.56
	<u>46.56</u>

##### *Total liabilities*

**Net assets** **\$57,579.20**

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

**Statement of Financial Performance  
for the financial year  
to 18/11/2025**

Community Corporation No. 28626 Inc.

ZEN Apartments, 250 Flinders Street, ADELAIDE SA 5000

**Administrative Fund**

		<b>Current period</b>	<b>Scaled budget</b>
		01/12/2024-18/11/2025	1 year
<b>Revenue</b>			
142000	Insurance Claims	0.00	2,742.00
142500	Interest on Arrears--Admin	471.34	1,000.00
143100	Levies Due (Special)--Admin	0.00	25,000.00
143000	Levies Due--Admin	120,000.00	120,000.00
145150	Recovery - Other	7,198.24	0.00
149000	Transfer from Sinking Fund	20,000.00	20,000.00
<i>Total revenue</i>		<b>147,669.58</b>	<b>168,742.00</b>
<b>Less expenses</b>			
153820	Admin - Contractor Compliance Management	193.68	199.00
150900	Admin--Accounting--Tax Return	295.00	265.00
150800	Admin--Auditors--Audit Services	435.00	350.00
151401	Admin--Bank Charges--Account Fees	23.52	90.00
154000	Admin--Consultant Fees	4,599.96	4,600.00
153809	Admin--Consultant--Comms/Data/Technology	450.00	450.00
153800	Admin--Consultant--Disbursements	22.00	0.00
153802	Admin--Consultant--Meeting Fee	385.00	275.00
151605	Admin--Consultant--Public Officer Fee	99.00	99.00
151600	Admin--Contractor Maintenance Manager	157.50	350.00
157000	Admin--Telephone Charges	1,604.16	800.00
157001	Admin--Telephone Charges--Fire Protection	0.00	1,000.00
159100	Insurance--Premiums	16,406.01	18,000.00
167200	Maint Bldg--Building Repairs--General	0.00	5,000.00
167220	Maint Bldg--Building Repairs--Water Ingress	1,017.50	1,000.00
163000	Maint Bldg--Cleaning	33,812.70	28,000.00
163001	Maint Bldg--Cleaning--Carpet/Furniture	1,293.60	2,000.00
163006	Maint Bldg--Cleaning--Graffiti Removal	3,718.00	0.00
163005	Maint Bldg--Cleaning--Windows/Glass	0.00	1,000.00
164800	Maint Bldg--Electrical--Repairs	1,057.42	1,000.00
165800	Maint Bldg--Fire Protection	6,101.30	10,000.00
165807	Maint Bldg--Fire Protection--Alarm Response	2,019.00	3,000.00
167800	Maint Bldg--Gutters & Downpipes	0.00	1,000.00
170200	Maint Bldg--Lift	15,141.86	14,000.00
172200	Maint Bldg--Plumbing	17,264.90	5,000.00
168800	Maint Bldg--Plumbing--Hot Water Service	9,394.00	1,000.00
164600	Maint Bldg--Repairs--Doors & Windows	4,532.00	1,000.00
161700	Maint Bldg--Repairs--Windows & Doors	275.00	0.00

**Administrative Fund**

		<b>Current period</b>	<b>Scaled budget</b>
		01/12/2024-18/11/2025	1 year
172800	Maint Bldg--Roof	474.65	0.00
173000	Maint Bldg--Security--General	0.00	1,000.00
173200	Maint Bldg--Security--Keys	765.45	0.00
170600	Maint Bldg--Security--Locks	724.09	1,000.00
176700	Maint Grounds--Fencing	484.00	0.00
186200	Services--Meter Reading	3,520.50	3,500.00
190200	Utility--Electricity	4,026.41	6,000.00
190800	Utility--Rubbish Removal	5,059.00	0.00
191000	Utility--Waste Management	19,755.04	10,000.00
191200	Utility--Water & Sewerage	245.65	100.00
<i>Total expenses</i>		155,352.90	121,078.00
<b>Surplus/Deficit</b>		(7,683.32)	47,664.00
<b>Opening balance</b>		(32,024.47)	(32,024.47)
<b>Closing balance</b>		<b>-\$39,707.79</b>	<b>\$15,639.53</b>

**Sinking Fund**

		<b>Current period</b>	<b>Scaled budget</b>
		01/12/2024-18/11/2025	1 year
<b>Revenue</b>			
242500	Interest on Arrears--Sinking	182.65	0.00
243000	Levies Due--Sinking	30,000.00	30,000.00
	<i>Total revenue</i>	<i>30,182.65</i>	<i>30,000.00</i>
<b>Less expenses</b>			
257400	Admin--Transfer to Admin Fund	20,000.00	20,000.00
274400	Maint Bldg--Structural Rectification	0.00	10,000.00
	<i>Total expenses</i>	<i>20,000.00</i>	<i>30,000.00</i>
<b>Surplus/Deficit</b>			
		10,182.65	0.00
	<i>Opening balance</i>	<i>85,266.78</i>	<i>85,266.78</i>
	<b>Closing balance</b>	<b>\$95,449.43</b>	<b>\$85,266.78</b>



## MINUTES OF THE ANNUAL GENERAL MEETING OF COMMUNITY PLAN 28626

Meeting In accordance with the Community Titles Act 1996

**ZEN Apartments  
250 Flinders Street, ADELAIDE, SA, 5000**

In accordance with the *Community Titles Act 1996 Section 81 (1)* the Officers of the Corporation called the Annual General Meeting.

**DATE:** **7<sup>th</sup> March 2024**  
**TIME:** **04:00 PM**  
**LOCATION:** **Wotso, 217-219 Flinders Street, Adelaide 500 and via Microsoft Teams**  
**<https://msteams.link/KO86>**

### **Attendance**

Lot 502      Timothy Desmond Paul & Lindy Kay Paul      Owner present

### **Others in attendance**

Jason Nash on behalf of Munro.

### **Proxy Voting**

In accordance with *The Community Titles Act 1993 Section 84(3)*, proxies were tabled and subsequently the absentee votes on the proposed agenda have also been tabled as per the *Community Titles Act 1993 Section 84 (11)*

Lot 402      Wendy Elizabeth Neave & Alister Hamilton Neave      Proxy Name: Munro Property

### **Quorum**

A quorum was declared as per The Community Titles Act 1996, Section 83(5(c)), "if a quorum is not formed at the reconvened meeting within half an hour, the persons present and entitled to vote constitute a quorum". The meeting opened at 04:30 PM.

### **MEETING OPENING, APPOINTMENT OF MEETING CHAIRPERSON & MINUTE SECRETARY**

Resolved that Jason Nash of Munro would assist the Presiding Officer by conducting the meeting; and assist the Secretary in the recording of minutes as per *The Community Titles Act 1996 Section 83(3a)*.

### **Motion CARRIED.**

Yes: 2

No: 0

Abstain: 0

Inv: 0

## **DECLARATION OF INTEREST**

In accordance with *The Community Titles Act 1996 Section 85*, it is a legal requirement for members to make known to the meeting any direct or indirect financial interest in matters to be voted upon at a properly convened meeting.

There were no declarations of interest.

## **CONFIRMATION OF PREVIOUS MINUTES**

Resolved, in accordance with *The Community Titles Act 1996 Section 81(5a)*, that the minutes of the last Annual General Meeting held on the 6th of July 2023 be confirmed as a true record of the proceedings of that meeting.

### **Motion CARRIED.**

Yes: 2

No: 0

Abstain: 0

Inv: 0

## **ACCEPTANCE OF FINANCIAL STATEMENTS**

Resolved, in accordance with *The Community Titles Act 1996 Section 81(5a)* and *The Community Titles Regulations 2011 Section 16*, that the full financial statements year ending 30th of November 2023 having been circulated, tabled and discussed be accepted as a true and accurate record of the Corporation's financial standings.

### **Motion CARRIED.**

Yes: 2

No: 0

Abstain: 0

Inv: 0

## **ELECTION OF OFFICE BEARERS**

Resolved in accordance with *The Community Titles Act 1996 Section 76*, that the Corporation appoint the following office-bearers for the coming year:

Presiding Officer - Timothy Paul

Treasurer - Timothy Paul

As per *The Community Titles Act 1996 Section 92*, If a vacancy arises in any of the positions, the position will need to be filled at a General Meeting, or, if the corporation has a management committee, the committee may, by ordinary resolution, appoint a lot owner to fill the vacancy.

***It was noted that there were no nominations for the role of Secretary. The manager will call for nominations and arrange an EGM to confirm that appointment.***

### **Motion CARRIED.**

Yes: 2

No: 0

Abstain: 0

Inv: 0

## APPOINTMENT OF MANAGEMENT COMMITTEE

The current management committee is comprised of the office bearers, along with no others.

Resolved the appointment of a management committee as per successful nomination at meeting; and that the management committee be authorised to give consent for each occurrence of unplanned maintenance work that may occur throughout the year.

*The Community Titles Act 1996 Section 92(2)* states that: Subject to this Act and to any limitations imposed by the Corporation or by the bylaws of the community scheme, a management committee has full power to transact any business of the corporation.

Munro recommends the appointment of a management committee to ensure that the management consultant has the required directives from the representatives to carry out its business as it sees fit.

The management committee has the authority to approve quotes, some minor additions, alterations, and approvals, however may (at its discretion) call a General Meeting to consult with all owners on any matter.

Owners are reminded that the management committee does not have the power to authorise anything for which a special or unanimous resolution of the Corporation is required by the Act or the bylaws.

Munro advises that additional fees may apply if a representative is invited to attend committee meetings, assisting with chairing, and recording the minutes.

Should a management consultant not be required, it is the responsibility of the Secretary to ensure that detailed minutes are taken and provided to Munro to hold on file and carry out any requests in accordance with the contract of appointment.

### **Motion CARRIED.**

Yes: 1

No: 0

Abstain: 0

Inv: 0

## APPOINTMENT OF BODY CORPORATE MANAGER

Resolved that Munro is to be appointed as manager of the Corporation in accordance with *The Community Titles Act 1996 Section 76(9)* and to assist the appointed officer bearers via delegation for the following 12 months; and that the Presiding Officer be authorised to sign the management agreement.

### **SERVICES COVERED BY ANNUAL MANAGEMENT FEE**

*See Management Contract of Appointment*

The Manager has the functions and duties provided for under the Act including:

#### Accounting

- Establish and operate a bank account in the name of the Corporation or a trust account for the Corporation;
- Keep books of account covering all income and expenditure and assets and liabilities of the Corporation;
- Prepare annual financial statements of all income and expenditure and assets and liabilities of the Corporation (the annual accounts);
- Issue notices for fees set and special fees levied by the Corporation; Pay invoices on behalf of the Corporation (provided reasonable funds are held by the Corporation);
- Reconciliation of account.

#### Insurance

- Arrange insurance or renewal only with or through the authorising licensees listed in Clause 1.2 in accordance with the authority(ies) to provide insurance services listed in Clause 1.2, unless the Manager or the Manager's employer holds its own Australian Financial Services Licence covering the provision of the services;
- Arrange a valuation of the cost of reinstatement and replacement of the building/s when requested by the Corporation;
- Prepare and lodge routine insurance claims with insurers/brokers (max. 15 minutes);
- Provide any other insurance services in respect of insurance products offered through the authorising licensees as listed in Clause 1.2, or as otherwise authorised by the Australian Financial Services Licence held by the Manager, or the Manager's employer.

#### Documentation

- Maintain register of owners' names and addresses;
- Issue all Corporation search certificates and answer reasonable enquiries at the relevant cost of the applicant/enquirer;
- Deal with routine inwards and outward correspondence;
- Keep and supervise the use of the common seal;
- Keep the records of the Owners Corporation including minutes and ballots.

#### Annual General Meeting

- Convene, submit a budget and financial statement to and record minutes of the Annual General Meeting; Attendance at Annual General Meeting may be charged as Additional Services as set out in 2.2;
- Any meeting held outside the Manager's office may attract a fee for travel time as set out in 2.2;

#### Maintenance

- Arrange for minor (< \$1,000 or 15 minutes) repairs and maintenance of Corporation's common property.

#### Guidance

- Provide guidance to the Corporation to enable the Corporation to carry out and perform its duties and functions, as set out in this clause.

#### General

- Generally implement the decisions and instructions of the Corporation with respect to its duties and functions as set out in this contract.

If additional services in Clauses 2.2 and 2.3, and the Special Conditions as stated in the management contract of appointment are provided, they will be charged to the Corporation where applicable. These charges may include government charges, registering as public officer, disbursements, data storage, audit charges and tax document preparation if necessary. These charges will be debited to the Corporation as actually expended.

#### **Motion CARRIED.**

Yes: 2

No: 0

Abstain: 0

Inv: 0

## **INSURANCE**

### **Review of Insurance**

As per *The Community Titles Act 1996 Section 103(1a,b) & (2(b,c))* the Corporation must insure the buildings and other improvements (if any) on the common property for the full cost of replacement with new materials, in addition to the building or buildings divided by the strata plan. As per Section 104 of *The Community Titles Act 1996*, the Corporation must also hold fidelity guarantee cover and public

liability cover, in addition to any other insurance required by the Act, its regulations or the Corporation bylaws.

As per *The Community Titles Act 1996 Section 103 & 104*, the community insurance must be for the full cost of replacing the buildings or improvements on the common property and in the case of a strata scheme – the building or buildings divided by the strata plan. *The Community Titles Act 1996 Section 106(2)* states "a person who is required by subsection (1) to insure a building must provide to the community corporation such evidence as is required by the regulations of his or her compliance with that requirement."

In accordance with *The Community Titles Act 1996 Section 81(5, d, iiib)* and *The Community Titles Regulations 2011 Regulation 16*, the current insurance details for the corporation are as follows:

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount		
HU0010467	CHU1 Strata Insurance	23 Aug 2024	Sum Insured	\$9,900,000.00		
			Loss of Rent/Temp Accom(15%)	\$1,498,500.00		
			Public or Legal Liability	\$20,000,000.00		
			Voluntary Workers	\$200,000.00		
			Fidelity Guarantee	\$100,000.00		
			Office Bearers Legal Liability	\$250,000.00		
			Government Audit Costs	\$25,000.00		
			Appeal Expenses	\$100,000.00		
			Legal Defence Expenses	\$50,000.00		
			Lot Fixtures & Improv.(P/L)	\$250,000.00		
Flood				SELECTED		
<b>TOTAL PREMIUM: \$15,862.68</b>						

Munro is an authorised representative of Corporate Home Unit Underwriting Agencies Pty. Ltd and an Authorised Distributor of Strata Community Insurance Pty Ltd.

Owners wanting a copy of the relevant Product Discloser Statement (PDS) or Financial Services Guide (FSG) can download a copy from the relevant insurer's website, or alternatively request one from the Munro office.

### **Insurance Valuation & Renewal Instructions**

In accordance with *The Community Titles Act 1996 Section 103(2)*, the Corporation must consider the value of the sum insured to include a total rebuild of the common property. It is stated in *The Community Titles Act 1996 Section 103(3)* that any shortfall resulting in the under insurance must be met by the Corporation members.

Munro advised the members that they are not qualified to advise on a replacement value for insurance purposes owners are to be mindful that in case of a major event, council legislative requirements may

have changed over the years thus incurring additional costs when rebuilding and if the members are unsure as to what the policy should be renewed for, they should obtain the advice of a valuer.

It is noted that the Corporation's last valuation was completed on 17 Mar 2023 by QIA with the recommended replacement sum being \$9,990,000.00.

Resolved that Munro renew the insurance as per instructions provided at the meeting.

**Motion CARRIED.**

Yes: 2

No: 0

Abstain: 0

Inv: 0

**Alternatives for Insurance Valuation & Renewal Instructions**

**(Option A)**

To resolve that the members consider the current sums insured adequate to cover full replacement value and to keep the same upon renewal as per the obligations under *The Community Titles Act 1996*.

**(Option B)** To resolve that Munro arranges an insurance valuation to be carried out for the Corporation, and that the sums insured amount be set as per the recommended replacement value.

**'OPTION A' has been selected with the highest votes.**

A: 2

B: 0

Inv: 0

**Alterations, Additions & Approvals**

As of the agenda issuance, there were no applications submitted for consideration.

Owners are advised that Corporation approval may be required for certain things including (but not limited to) prescribed works, pets, and exclusive use of common property. Some approvals require the passing of a special or unanimous resolution and cannot be considered unless the exact wording of the proposal is included in the agenda.

"Prescribed work" in relation to a unit means:

- (a) the erection, alteration, demolition or removal of a building;
- (b) the alteration of the external appearance of a building.

If owners are unsure if Corporation approval is required, they are to contact Munro for further clarification.

**COMMON PROPERTY MAINTENANCE**

As per *The Community Titles Act Section 75(1(b))* it is the responsibility of the Corporation to carry out repairs and maintenance to the common property and ensure that its integrity is maintained.

**Cleaning and Caretaking**

It was agreed to continue with the services of CBR.

Concerns were also raised about the amount of pigeon waste around the buildings, particularly behind the screening along the window ledges. These areas are difficult to get to and require access to individual units.

While the pavement and ground floor screens are cleaned weekly, the manager will enquire with the cleaners about quarterly cleaning of the ledges on the upper levels.

### **Water Ingress Rectification**

The manager noted that the repairs to the waterproofing membrane appear to have been successful thus far.

There was discussion regarding the restoration of the roof area, which had previously had decking. The manager advised that a quote for suspended paving had been sourced, at a cost of \$70,000. It was agreed that the corporation should seek alternative methods of restoring the roof area, such as with synthetic lawn, provided it met the drainage requirements. The manager is seeking quotes and recommendations for installation of synthetic grass.

There are further water ingress issues with all the '01' apartments (the northwest corner of the building). Investigation is being carried out by YDR insurance assessors. The manager will forward on recommendations once received.

### **Doors & Security**

The magnetic locks on the doors continue to fail regularly. The issue is that there are three different types of release input, all using different voltages. The manager advised that technicians are investigating options for repair or replacement.

### **Emergency Works**

In the event of a property emergency, Munro is to be contacted in the first instance on 08 8132 2000. In the event of afterhours emergencies, the call will be directed to HPG Insurance & Maintenance Works. Please note that this service is above and beyond the standard service provided and will incur additional charges at an hourly rate.

If the works are not deemed an emergency or are determined to be the responsibility of the owner, costs will be passed to the owner for recovery.

## **GENERAL BUSINESS**

Nil.

## **BUDGET & CONTRIBUTIONS**

### **Review & Acceptance of Administration Fund**

Resolved, in accordance with *The Community Titles Act 1996 Section 116*, that the proposed administration budget and consequently the annual contributions being \$120,000.00 as well as a special levy of \$25,000 be accepted.

#### **Motion CARRIED.**

Yes: 2

No: 0

Abstain: 0

Inv: 0

### **Review & Acceptance of Sinking Fund**

Resolved, in accordance with *The Community Titles Act 1996 Section 116*, that the proposed sinking fund budget and consequently the annual contributions being \$30,000.00 as well as a special levy of \$20,000 be accepted.

#### **Motion CARRIED.**

Yes: 2

No: 0

Abstain: 0

Inv: 0

## **Contributions**

All contributions are to be divided by lot entitlement and paid in quarterly instalments.

## **Forward Budget**

Resolved that Munro act upon instructions given at the meeting.

### **Motion CARRIED.**

Yes: 2

No: 0

Abstain: 0

Inv: 0

## **Alternatives for Forward Budget**

**(Option A)** To resolve to obtain a sinking fund analysis report for the purposes of long-term budgeting. This is to be sent to the management committee for further instructions once received.

**(Option B)** To resolve that a sinking fund analysis report is not required at this time as there is no capital expenditure anticipated in the next 5 years.

### **'OPTION A' has been selected with the highest votes.**

A: 2

B: 0

Inv: 0

## **Approval of Debt Recovery Process for Arrears**

Resolved unanimously as per *The Community Titles Act 1996 Section 114(8)*, "a contribution, instalment or interest may be recovered as a debt", to adopt the revised policy of debt recovery, which is as follows:

- For levies unpaid 14 days after their due date, owner/s will receive a reminder letter and a text message (stage 1).
- For levies unpaid 60 days after their due date and greater than \$50.00, the owner/s will receive a final notice outlining the cost associated with transferring the recovery to a lawyer and a text message (stage 2, cost \$55.00).
- For levies unpaid 90 days after their due date and greater than \$500.00, the owner/s will receive a notice outlining that the recovery of overdue levies will be transferred to a solicitors' office specialising in debt recovery (stage 3, cost \$150.00).
- Any and all additional solicitors' costs will be payable by the owner.

All costs initially will need to be met by the Corporation but will be recovered by the action and applied to the lot owner's account.

### **Motion CARRIED.**

Yes: 2

No: 0

Abstain: 0

Inv: 0

## **Interest Charged on Overdue Accounts**

As per *The Community Titles Act 1996 Section 14(b)* the Corporation may "fix (in accordance with the regulations) interest payable in respect of a contribution, or an instalment of a contribution, that is in arrears." The Corporation to confirm that the interest rate of 15% per annum remain in place and be applied to owners who fall in arrears with their payments.

### **Motion CARRIED.**

Yes: 2

No: 0

Abstain: 0

Inv: 0

## APPOINTMENT OF PUBLIC OFFICER

Resolved that Mr Joshua Baldwin of Munro act as Public Officer as defined under *The Income Tax Assessment Act 1936*.

Under *The Income Tax Assessment Act 1936*, a person is required to be nominated to act as public officer for the Corporation. An owner can fill this position however this can present issues should ownership of the lot change at any time.

### **Motion CARRIED.**

Yes: 2

No: 0

Abstain: 0

Inv: 0

## ENGAGEMENT OF AUDITOR

Resolved as per *The Community Titles Act 1996 Section 138* that NRM Johnson be engaged to audit the annual statement of accounts.

NRM Johnson is a registered company auditor within the meaning of *The Corporations Act 2001* of the Commonwealth.

### **Motion CARRIED.**

Yes: 2

No: 0

Abstain: 0

Inv: 0

## MEMBER REGISTER

The members register may be circulated as a confidential document to all owners upon request. Should you prefer not to have your details circulated, please advise the manager in writing.

To ensure you receive all corporation communications, please ensure you advise our office of a valid email address and advise of any contact changes that may occur.

Owners are reminded that correspondence and financial files are available for inspection upon request and with prior arrangement during regular business hours at the offices of Munro Property.

## NEXT MEETING DATE & MEETING CLOSURE

The next AGM will be held in approximately 12 months. Details will be confirmed closer to the time.

### **Meeting Close**

The meeting closed at 5.40pm.



## Approved Budget to apply from 01/12/2023

Munro Property Group Pty Ltd  
136 The Parade NORWOOD SA 5067  
08 8132 2000  
bc@munroproperty.com.au  
[www.munroproperty.com.au](http://www.munroproperty.com.au)

Community Corporation No. 28626 Inc.

ZEN Apartments, 250 Flinders Street, ADELAIDE SA 5000

### Administrative Fund

Approved  
budget

#### Revenue

Insurance Claims	2,742.00
Interest on Arrears--Admin	1,000.00
Levies Due (Special)--Admin	25,000.00
Levies Due--Admin	120,000.00
Transfer from Sinking Fund	20,000.00
<i>Total revenue</i>	<b>168,742.00</b>

#### Less expenses

Admin - Contractor Compliance Management	193.68
Admin--Accounting--Tax Return	265.00
Admin--Auditors--Audit Services	350.00
Admin--Bank Charges--Account Fees	90.00
Admin--Consultant Fees	4,200.00
Admin--Consultant--Comms/Data/Technology	420.00
Admin--Consultant--Meeting Fee	220.00
Admin--Consultant--Public Officer Fee	99.00
Admin--Contractor Maintenance Manager	350.00
Admin--Telephone Charges--Fire Protection	1,750.00
Insurance--Premiums	18,000.00
Maint Bldg--Building Repairs--General	5,000.00
Maint Bldg--Cleaning	25,000.00
Maint Bldg--Cleaning--Carpet/Furniture	2,000.00
Maint Bldg--Cleaning--Windows/Glass	1,000.00
Maint Bldg--Electrical--Repairs	1,000.00
Maint Bldg--Fire Protection	10,000.00
Maint Bldg--Fire Protection--Alarm Response	3,000.00
Maint Bldg--Gutters & Downpipes	1,000.00
Maint Bldg--Lift	14,000.00
Maint Bldg--Plumbing	5,000.00
Maint Bldg--Plumbing--Hot Water Service	1,000.00
Maint Bldg--Repairs--Doors & Windows	1,000.00
Maint Bldg--Security--General	1,000.00
Maint Bldg--Security--Locks	1,000.00
Services--Meter Reading	3,500.00
Utility--Electricity	6,000.00
Utility--Waste Management	9,000.00
Utility--Water & Sewerage	300.00

Community Corporation No. 28626 Inc.

ZEN Apartments, 250 Flinders Street, ADELAIDE SA  
5000

<i>Total expenses</i>	115,737.68
<b>Surplus/Deficit</b>	53,004.32
Opening balance	(51,317.94)
<b>Closing balance</b>	<b>\$1,686.38</b>
Total units of entitlement	10000
Levy contribution per unit entitlement	\$12.00

**Sinking Fund****Approved  
budget****Revenue**

Levies Due (Special)--Sinking	20,000.00
Levies Due--Sinking	30,000.00
<i>Total revenue</i>	<u>50,000.00</u>

**Less expenses**

Admin--Transfer to Admin Fund	20,000.00
Maint Bldg--Structural Rectification	70,000.00
<i>Total expenses</i>	<u>90,000.00</u>

**Surplus/Deficit**

Opening balance	55,114.73
<i>Closing balance</i>	<u>\$15,114.73</u>

Total units of entitlement	10000
Levy contribution per unit entitlement	\$3.00



## MINUTES OF THE INQUORATE ANNUAL GENERAL MEETING OF COMMUNITY PLAN 28626

Meeting In accordance with the Community Titles Act 1996

**ZEN Apartments  
250 Flinders Street, ADELAIDE, SA, 5000**

In accordance with the *Community Titles Act 1996 Section 81 (1)* the Officers of the Corporation called the Annual General Meeting.

DATE: **1 May 2025**  
TIME: **04:00 PM**  
LOCATION: **Munro Property, 136 The Parade, Norwood, SA, 5067**  
<https://msteams.link/ROA6>

### Attendance

Lot 2	Jennifer A Hill	Owner present
Lot 3	David Francis Whyte & Carla Justine Whyte	Electronic vote
Lot 502	Swedhan Pty Ltd	Owner present

### Others in attendance

Jason Nash on behalf of Munro.

### Proxy Voting

In accordance with *The Community Titles Act 1993 Section 84(3)*, proxies were tabled and subsequently the absentee votes on the proposed agenda have also been tabled as per the *Community Titles Act 1993 Section 84 (11)*

### Quorum

In accordance with *The Community Titles Act 1996 Section 83(4)*, a quorum is determined by dividing the number of persons entitled to attend and vote (financial members) at the meeting by two, disregarding any fraction and adding one. At the time of the meeting, a quorum was not achieved with only 3 financial members present, therefore a new time and date were elected, and the meeting was adjourned.

## MINUTES OF THE RECONVENED ANNUAL GENERAL MEETING OF COMMUNITY PLAN 28626

Meeting In accordance with the Community Titles Act 1996

**ZEN Apartments  
250 Flinders Street, ADELAIDE, SA, 5000**

In accordance with the *Community Titles Act 1996 Section 81 (1)* the Officers of the Corporation called the Annual General Meeting.

DATE: **15 May 2025**  
TIME: **04:00 PM**  
LOCATION: **15 Holden Street, Kensington Park, SA, 5068**  
**<https://msteams.link/ROA6>**

### **Attendance**

Lot 2	Jennifer A Hill	Owner present
Lot 3	David Francis Whyte & Carla Justine Whyte	Electronic vote

### **Others in attendance**

Jason Nash on behalf of Munro.

### **Proxy Voting**

In accordance with *The Community Titles Act 1993 Section 84(3)*, proxies were tabled and subsequently the absentee votes on the proposed agenda have also been tabled as per the *Community Titles Act 1993 Section 84 (11)*

### **Quorum**

At the time of the meeting, 2 financial members were present. A quorum was declared as per The Community Titles Act 1996, Section 83(5(c)), "if a quorum is not formed at the reconvened meeting within half an hour, the persons present and entitled to vote constitute a quorum". The meeting opened at 4.30 PM.

### **Motions Resolved at the Reconvened Meeting (15 May 2025)**

### **MEETING OPENING, APPOINTMENT OF MEETING CHAIRPERSON & MINUTE SECRETARY**

Resolved that Jason Nash of Munro would assist the Presiding Officer by conducting the meeting; and assist the Secretary in the recording of minutes as per the *Community Titles Act 1996 Section 83(3a)*.

#### **Motion CARRIED.**

Yes: 2	No: 0	Abstain: 0	Inv: 0
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### **DECLARATION OF INTEREST**

In accordance with *The Community Titles Act 1996 Section 85*, it is a legal requirement for members to make known to the meeting any direct or indirect financial interest in matters to be voted upon at a properly convened meeting.

There were no declarations of interest recorded.

### **CONFIRMATION OF PREVIOUS MINUTES**

Resolved, in accordance with the *Community Titles Act 1996 Section 81(5a)*, that the minutes of the last Annual General Meeting held on the 7th of March 2024 be confirmed as a true record of the proceedings of that meeting.

#### **Motion CARRIED.**

Yes: 1	No: 0	Abstain: 1	Inv: 0
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## ACCEPTANCE OF FINANCIAL STATEMENTS

Resolved, in accordance with the *Community Titles Act 1996 Section 81(5(d))* and the *Community Titles Regulations 2011 Section 16*, that the full financial statements year ending 30th of November 2024 having been circulated, tabled and discussed be accepted as a true and accurate record of the Corporation's financial standings.

### **Motion CARRIED.**

Yes: 2

No: 0

Abstain: 0

Inv: 0

## ELECTION OF OFFICE BEARERS

Resolved in accordance with the *Community Titles Act 1996 Section 76*, that the Corporation appoint the following office-bearers for the coming year:

Presiding Officer / Secretary: Jennifer Hill

**There were no nominations for the role of treasurer, either prior to the meeting or from the floor. An EGM will be held in the coming weeks to elect a treasurer. The manager will call for nominations prior to sending out the EGM agenda.**

As per the *Community Titles Act 1996 Section 92*, if a vacancy arises in any of the positions, the position will need to be filled at a General Meeting, or, if the corporation has a management committee, the committee may, by ordinary resolution, appoint a lot owner to fill the vacancy.

### **Motion CARRIED.**

Yes: 1

No: 0

Abstain: 1

Inv: 0

## APPOINTMENT OF MANAGEMENT COMMITTEE

Resolved the appointment of a management committee comprised of the office-bearers, and that the management committee be authorised to give consent for each occurrence of unplanned maintenance work that may occur throughout the year.

The *Community Titles Act 1996 Section 92(2)* states that: Subject to this Act and to any limitations imposed by the Corporation or by the bylaws of the community scheme, a management committee has full power to transact any business of the corporation.

Munro recommends the appointment of a management committee to ensure that the management consultant has the required directives from the representatives to carry out its business as it sees fit.

The management committee has the authority to approve quotes, some minor additions, alterations, and approvals, however may (at its discretion) call a General Meeting to consult with all owners on any matter.

Owners are reminded that the management committee does not have the power to authorise anything for which a special or unanimous resolution of the Corporation is required by the Act or the bylaws.

Munro advises that additional fees may apply if a representative is invited to attend committee meetings, assisting with chairing, and recording the minutes.

Should a management consultant not be required, it is the responsibility of the Secretary to ensure that detailed minutes are taken and provided to Munro to hold on file and carry out any requests in accordance with the contract of appointment.

**Motion CARRIED.**

Yes: 1

No: 0

Abstain: 1

Inv: 0

**APPOINTMENT OF BODY CORPORATE MANAGER**

Resolved that Munro is to be appointed as manager of the Corporation in accordance with the *Community Titles Act 1996 Section 76(9)* and to assist the appointed officer bearers via delegation for the following 12 months; and that the Presiding Officer be authorised to sign the management agreement.

**SERVICES COVERED BY ANNUAL MANAGEMENT FEE**

*See Management Contract of Appointment*

The Manager has the functions and duties provided for under the Act including:

Accounting

- Establish and operate a bank account in the name of the Corporation or a trust account for the Corporation;
- Keep books of account covering all income and expenditure and assets and liabilities of the Corporation;
- Prepare annual financial statements of all income and expenditure and assets and liabilities of the Corporation (the annual accounts);
- Issue notices for fees set and special fees levied by the Corporation;
- Pay invoices on behalf of the Corporation (provided reasonable funds are held by the Corporation);
- Reconciliation of account.

Insurance

- Arrange insurance or renewal only with or through the authorising licensees listed in Clause 1.2 in accordance with the authority(ies) to provide insurance services listed in Clause 1.2, unless the Manager or the Manager's employer holds its own Australian Financial Services Licence covering the provision of the services;
- Arrange a valuation of the cost of reinstatement and replacement of the building/s when requested by the Corporation;
- Prepare and lodge routine insurance claims with insurers/brokers (max. 15 minutes);
- Provide any other insurance services in respect of insurance products offered through the authorising licensees as listed in Clause 1.2, or as otherwise authorised by the Australian Financial Services Licence held by the Manager, or the Manager's employer.

Documentation

- Maintain register of owners' names and addresses;
- Issue all Corporation search certificates and answer reasonable enquiries at the relevant cost of the applicant/enquirer;
- Deal with routine inwards and outward correspondence;
- Keep and supervise the use of the common seal;
- Keep the records of the Owners Corporation including minutes and ballots.

Annual General Meeting

- Convene, submit a budget and financial statement to and record minutes of the Annual General Meeting;
- Attendance at Annual General Meeting may be charged as Additional Services as set out in 2.2;

- Any meeting held outside the Manager's office may attract a fee for travel time as set out in 2.2.

#### Maintenance

- Arrange for minor (< \$1,000 or 15 minutes) repairs and maintenance of Corporation's common property.

#### Guidance

- Provide guidance to the Corporation to enable the Corporation to carry out and perform its duties and functions, as set out in this clause.

#### General

- Generally, implement the decisions and instructions of the Corporation with respect to its duties and functions as set out in this contract.

If additional services in Clauses 2.2 and 2.3, and the Special Conditions as stated in the management contract of appointment are provided, they will be charged to the Corporation where applicable. These charges may include government charges, registering as public officer, disbursements, data storage, audit charges and tax document preparation if necessary. These charges will be debited to the Corporation as actually expended.

#### **Motion CARRIED.**

Yes: 2

No: 0

Abstain: 0

Inv: 0

#### **INSURANCE**

##### **Review of Insurance**

As per *The Community Titles Act 1996 Section 103(1a,b) & (2(b,c))* the Corporation must insure the buildings and other improvements (if any) on the common property for the full cost of replacement with new materials, in addition to the building or buildings divided by the strata plan. As per Section 104 of *The Community Titles Act 1996*, the Corporation must also hold fidelity guarantee cover and public liability cover, in addition to any other insurance required by the Act, its regulations or the Corporation bylaws.

As per *The Community Titles Act 1996 Section 103 & 104*, the community insurance must be for the full cost of replacing the buildings or improvements on the common property and in the case of a strata scheme – the building or buildings divided by the strata plan. *The Community Titles Act 1996 Section 106(2)* states "a person who is required by subsection (1) to insure a building must provide to the community corporation such evidence as is required by the regulations of his or her compliance with that requirement."

In accordance with *The Community Titles Act 1996 Section 81(5, d, iiib)* and *The Community Titles Regulations 2011 Regulation 16*, the current insurance details for the corporation are as follows:

<b>Policy Number</b>	<b>Underwriter</b>	<b>Current To</b>	<b>Risk Type</b>	<b>Coverage Amount</b>
HU0010467	CHU Underwriting Agencies Pty Ltd	11 Mar 2026	Sum Insured	\$9,990,000.00
			Loss of Rent/Temp Accom(15%)	\$1,498,500.00
			Public or Legal Liability	\$20,000,000.00
			Voluntary Workers	\$200,000.00
			Fidelity Guarantee	\$100,000.00

Office Bearers Legal Liability	\$250,000.00
Government Audit Costs	\$25,000.00
Appeal Expenses	\$100,000.00
Legal Defence Expenses	\$50,000.00
Lot Fixtures & Improv.(P/L)	\$250,000.00
Flood	SELECTED
<b>TOTAL PREMIUM: \$15,005.51</b>	

Munro is an authorised representative of Corporate Home Unit Underwriting Agencies Pty. Ltd and an Authorised Distributor of Strata Community Insurance Pty Ltd.

Owners wanting a copy of the relevant Product Discloser Statement (PDS) or Financial Services Guide (FSG) can download a copy from the relevant insurer's website, or alternatively request one from the Munro office.

Munro is qualified to give general advice and information about insurance, not personal advice. If the Corporation requires specialist insurance advice, Munro can refer the Corporation to an insurance advisor. Munro advised the members that they are not qualified to advise on a replacement value and if guidance is required, the advice of a licensed valuer should be obtained. Munro recommends that the Corporation consider undertaking a valuation every 3-5 years to accommodate for market fluctuations, major catastrophe, and legislation changes.

Munro will not be held responsible for the decision of the Corporation relating to the sum insured and will be indemnified by the Corporation in the event a claim is not met in full due to the Corporation being under or uninsured.

#### Landlords / Contents Insurance

Munro advises all owners that the Corporation's insurance does not cover the landlord or contents insurance. Each owner is responsible for ensuring that they have cover in place which suits their individual needs. The Corporation's policy also does not include public liability cover for individual units.

#### Insurance Claims

Owners are advised that any successful claim will attract an excess and will likely affect the premium upon renewal. If a claim is made because of lack of maintenance by the Corporation, the Corporation will be responsible for paying the excess. The owner will generally be responsible for the payment of the excess in all other instances.

Owners are advised that claims made against the Corporation's insurance policy associated with lack of maintenance or naturally occurring deterioration (wear and tear) may be refused by the insurer. The Corporation should ensure that regular repairs and maintenance should be planned and carried out to prevent damage to the common property.

Claims also associated with non-rectification of an insured property defect, error, or omission that you were aware of or should reasonably have been made aware of may also be refused by the insurer.

Owners are further advised that when making a claim against malicious damage, theft, arson etc. a Police Incident Report (PIR) number will be required by the insurer and the report should be made as soon as the insured is aware of the loss.

If owners are unsure as to what is required when making a claim, they are to refer to the insurer's PDS.

## **Insurance Valuation & Renewal Instructions**

In accordance with *The Community Titles Act 1996 Section 103(2)*, the Corporation must consider the value of the sum insured to include a total rebuild of the common property. It is stated in *The Community Titles Act 1996 Section 103(3)* that any shortfall resulting in the under insurance must be met by the Corporation members.

Munro advised the members that they are not qualified to advise on a replacement value for insurance purposes owners are to be mindful that in case of a major event, council legislative requirements may have changed over the years thus incurring additional costs when rebuilding and if the members are unsure as to what the policy should be renewed for, they should obtain the advice of a valuer.

It is noted that the Corporation's last valuation was completed on 17 Mar 2023 by QIA with the recommended replacement sum being \$9,990,000.00.

Resolved that Munro renew the insurance as per instructions provided at the meeting.

If no members present or if no clear instructions are received, in order to remain compliant with legislation and to ensure that the common property remains insured at all times, Munro is authorised to automatically renew the Corporation insurance policy up to 2 weeks before maturity each year at the limits of cover held by the Corporation or as determined by a meeting of the Corporation.

### **Motion CARRIED.**

Yes: 2

No: 0

Abstain: 0

Inv: 0

## **Alternatives for Insurance Valuation & Renewal Instructions**

### **(Option A)**

To resolve that the members consider the current sums insured adequate to cover full replacement value and to keep the same upon renewal as per the obligations under *The Community Titles Act 1996*.

**(Option B)** To resolve that Munro arranges an insurance valuation to be carried out for the Corporation, and that the sums insured amount be set as per the recommended replacement value.

### **'OPTION A' has been selected with the highest votes.**

A: 2

B: 0

Inv: 0

## **Alterations, Additions & Approvals**

As of the agenda issuance, no applications have been submitted for consideration.

Owners are advised that Corporation approval may be required for certain things including (but not limited to) prescribed works, pets, and exclusive use of common property. Some approvals require the passing of a special or unanimous resolution and cannot be considered unless the exact wording of the proposal is included in the agenda.

"Prescribed work" in relation to a unit means:

- (a) the erection, alteration, demolition or removal of a building;
- (b) the alteration of the external appearance of a building.

If owners are unsure if Corporation approval is required, they are to contact Munro for further clarification.

## **COMMON PROPERTY MAINTENANCE**

## Common Property Maintenance and Repairs

### Cleaning & Caretaking

It was noted that the cleaning and caretaking is carried out by CBR Maintenance. Owners were happy to continue this service.

### Pigeon Control

Ms Hill advised that she is seeking quotes for installation of bird spikes along the building ledges in an effort to control the pigeon nuisance.

### Façade and Window Cleaning

Ms Hill is following up a quote for cleaning the building exterior, including windows and perforated steel screens.

It was noted that the perforated steel screens installed on the ground floor units prevented the windows behind them from being cleaned. They are permanently fastened into the steel columns either side of the windows and cannot be removed without grinding or cutting the fasteners. The manager will seek recommendations and costs from contractors as to how make these screens removable to allow regular cleaning.

### Street Cleaning

The manager advised that the regular cleaning of the pigeon waste on the pavement had been paused following complaints from tenants and property managers about water ingress into the ground floor units. The manager will liaise with the cleaning supervisor to have the regular cleaning resumed, using more non-intrusive methods, until a permanent solution to the pigeons has been found.

### Meter Cupboards

The manager will arrange cleaning of the meter cabinet area and reinstatement of the missing fence panel closing off the area.

### Roof Rectification

The manager advised that the gravel removed from the roof for the waterproofing work has not been replaced and no other installation has been considered at this stage. Ms Hill will meet with the manager to inspect the roof area and consider suitable ideas for refurbishment of the roof, if any.

### Hot Water Systems

The manager advised that a quote is being sourced from Jordan Plumbing for installation of another hot water storage tank on the roof. The current system only has 3 burners and one storage tank, which leads to hot water quickly running out if there is an issue with a burner and further leads to the other two burners having to work excessively to keep up with demand.

### Door Locks

The manager will continue to chase up solutions for the ongoing door lock issue, which sees repeated faults caused by the varying voltages of the different access systems. It was noted as well that the western side glass door on the southern middle entrance needs to be permanently closed as it serves no function and has no connected locking mechanism. The manager has previously arranged this closure; however, the locking plates have been removed. A more permanent solution will be arranged as soon as possible.

### Bin Room Area / Hard Waste

Having noted the increase in dumping of hard waste in the bin room and associated costs, the manager will arrange signage on the bin room door, warning of CCTV footage and fines issued for any unauthorised dumping.

### Emergency Maintenance

In the event of a property emergency, Munro is to be contacted in the first instance on 08 8132 2000. In the event of after-hours emergencies, the call will be directed to HPG Insurance & Maintenance Works. Please note that this service is above and beyond the standard service provided and will incur additional charges at an hourly rate.

If the works are not deemed an emergency or are determined to be the responsibility of the owner, costs will be passed to the owner for recovery.

## **GENERAL BUSINESS**

### **Member Register**

The members register may be circulated as a confidential document to all owners upon request. Should you prefer not to have your details circulated, please advise the manager in writing.

To ensure you receive all corporation communications, please ensure you advise our office of a valid email address and advise of any contact changes that may occur.

Owners are reminded that correspondence and financial files are available for inspection upon request and with prior arrangement during regular business hours at the offices of Munro Property.

## **BUDGET & CONTRIBUTIONS**

### **Review & Acceptance of Administration Fund**

Resolved, in accordance with the *Community Titles Act 1996 Section 116*, that the proposed administration budget and consequently the annual contributions being \$120,000.00 be accepted.

Administration funds are collected to pay recurrent expenditure of the Corporation such as the insurance premium.

#### **Motion CARRIED.**

Yes: 2

No: 0

Abstain: 0

Inv: 0

### **Review & Acceptance of Sinking Fund**

Resolved, in accordance with the *Community Titles Act 1996 Section 116*, that the proposed sinking fund budget and consequently the annual contributions being \$30,000.00 be accepted.

A community corporation requires a sinking fund under the *Community Titles Act 1996 Section 116 (3)*. Non-recurrent expenditure must be made from the sinking fund and all other recurrent expenditure of the corporation must be made from the administrative fund.

The sinking fund's purpose is not to offset recurrent expenditure of the Corporation (unless instructed so by the elected representatives) and is additional to the above administration budget.

#### **Motion CARRIED.**

Yes: 2

No: 0

Abstain: 0

Inv: 0

## **Contributions**

Both contributions are to be divided by lot entitlement and paid in quarterly instalments.

## **Forward Budget**

Resolved that Munro act upon instructions given at the meeting.

In accordance with the *Community Titles Act 1996 Section 113(1aa)* and the *Community Titles Regulations 2001 Regulation 18A*, corporations that are 7-20 lots, with improvements (including buildings or other structures) on the common property insured for \$100,000 or more, a 3-year forward budget must be presented at each Annual General Meeting. This budget must include any proposed expenditure (other than ongoing costs) for a 3-year period.

Corporations that are 20+ lots, with improvements (including buildings or other structures) on the common property insured for \$100,000 or more, must present a 5-year forward budget at each Annual General Meeting. This budget must include any proposed expenditure (other than ongoing costs) for a 5-year period.

Corporations with less than 7 lots or a common property insurance value of less than \$100,000 are exempt from providing a forward budget.

Munro recommends the Corporation utilise the services of qualified asset surveyors to provide this report should one be required.

Please Note: If no members are present, or if no clear instructions are given, this matter will be deferred for further discussion at the next Annual General Meeting.

### **Motion CARRIED.**

Yes: 2

No: 0

Abstain: 0

Inv: 0

## **Alternatives for Forward Budget**

**(Option A)** To resolve to obtain a sinking fund analysis report from a qualified quantity surveyor for the purposes of long-term budgeting. This is to be sent to the management committee for further instructions once received.

**(Option B)** To resolve that a sinking fund analysis report from a quantity surveyor is not required at this time and the owners be authorised to prepare and present a 3/5 year forward budget. The forward budget should encompass anticipated expenses (other than recurrent expenditure) and include a cashflow forecast.

### **'OPTION B' has been selected with the highest votes.**

A: 0

B: 2

Inv: 0

## **UNPAID LEVIES POLICY**

### **Approval of Debt Recovery Process for Arrears**

Resolved as per the *Community Titles Act 1996 Section 114(8)*, "a contribution, instalment or interest may be recovered as a debt", to adopt the revised policy of debt recovery, which is as follows:

- For levies unpaid 14 days after their due date, owner/s will receive a reminder letter and a text message (stage 1).
- For levies unpaid 60 days after their due date and greater than \$50.00, the owner/s will receive a final notice outlining the cost associated with transferring the recovery to a lawyer and a text message (stage 2, cost \$55.00).
- For levies unpaid 90 days after their due date and greater than \$500.00, the owner/s will receive a notice outlining that the recovery of overdue levies will be transferred to a solicitors' office specialising in debt recovery (stage 3, cost \$150.00).

Munro is to be contacted if an owner is having difficulty paying on time, so fees are minimised or negotiated, interest charged may be waived if an adequate payment plan is maintained and adhered to.

**Motion CARRIED.**

Yes: 2

No: 0

Abstain: 0

Inv: 0

**Approval of Recovery of Debt Collection Fees**

Resolved unanimously that all fees incurred by the Corporation associated with the debt recovery process (including, but not limited to, solicitors' fees and court costs) will be payable by the owner, recovered by the action and applied to the lot owner's account.

As per the *Community Titles Act 1996*, a unanimous resolution cannot pass if any votes are cast against it. Members are advised that should the motion be defeated, it may hinder the Corporation's ability to recoup fees associated with debt recovery.

Should the motion carry, all costs initially will need to be met by the Corporation but will be recovered by the action and applied to the lot owner's account.

**Motion CARRIED.**

Yes: 2

No: 0

Abstain: 0

Inv: 0

**Interest Charged on Overdue Accounts**

Resolved that the interest rate of 15% per annum remains in place and be applied to owners who fall in arrears with their payments.

As per the *Community Titles Act 1996 Section 14(b)*, the Corporation may "fix (in accordance with the regulations) interest payable in respect of a contribution, or an instalment of a contribution, that is in arrears."

**Motion CARRIED.**

Yes: 2

No: 0

Abstain: 0

Inv: 0

**APPOINTMENT OF PUBLIC OFFICER**

Resolved that Mr Joshua Baldwin of Munro act as Public Officer as defined under the *Income Tax Assessment Act 1936*.

Under the *Income Tax Assessment Act 1936*, a person is required to be nominated to act as public officer for the Corporation. An owner can fill this position however this can present issues should ownership of the lot change at any time.

**Motion CARRIED.**

Yes: 2

No: 0

Abstain: 0

Inv: 0

## **ENGAGEMENT OF AUDITOR**

Resolved as per the *Community Titles Act 1996 Section 138* that NRM Johnson be engaged to audit the annual statement of accounts.

NRM Johnson is a registered company auditor within the meaning of the *Corporations Act 2001* of the Commonwealth.

### **Motion CARRIED.**

Yes: 2

No: 0

Abstain: 0

Inv: 0

## **NEXT MEETING DATE & MEETING CLOSURE**

The next AGM will be held in February 2026. Details will be confirmed closer to the time.

## **Meeting Close**

The meeting closed at 04:52 PM.



## Approved Budget to apply from 01/12/2024

Munro Property Group Pty Ltd  
136 The Parade NORWOOD SA 5067  
08 8132 2000  
bc@munroproperty.com.au  
[www.munroproperty.com.au](http://www.munroproperty.com.au)

Community Corporation No. 28626 Inc.

ZEN Apartments, 250 Flinders Street, ADELAIDE SA 5000

### Administrative Fund

Approved  
budget

#### Revenue

Insurance Claims	2,742.00
Interest on Arrears--Admin	1,000.00
Levies Due (Special)--Admin	25,000.00
Levies Due--Admin	120,000.00
Transfer from Sinking Fund	20,000.00
<i>Total revenue</i>	<b>168,742.00</b>

#### Less expenses

Admin - Contractor Compliance Management	199.00
Admin--Accounting--Tax Return	265.00
Admin--Auditors--Audit Services	350.00
Admin--Bank Charges--Account Fees	90.00
Admin--Consultant Fees	4,600.00
Admin--Consultant--Comms/Data/Technology	450.00
Admin--Consultant--Meeting Fee	275.00
Admin--Consultant--Public Officer Fee	99.00
Admin--Contractor Maintenance Manager	350.00
Admin--Telephone Charges	800.00
Admin--Telephone Charges--Fire Protection	1,000.00
Insurance--Premiums	18,000.00
Maint Bldg--Building Repairs--General	5,000.00
Maint Bldg--Building Repairs--Water Ingress	1,000.00
Maint Bldg--Cleaning	28,000.00
Maint Bldg--Cleaning--Carpet/Furniture	2,000.00
Maint Bldg--Cleaning--Windows/Glass	1,000.00
Maint Bldg--Electrical--Repairs	1,000.00
Maint Bldg--Fire Protection	10,000.00
Maint Bldg--Fire Protection--Alarm Response	3,000.00
Maint Bldg--Gutters & Downpipes	1,000.00
Maint Bldg--Lift	14,000.00
Maint Bldg--Plumbing	5,000.00
Maint Bldg--Plumbing--Hot Water Service	1,000.00
Maint Bldg--Repairs--Doors & Windows	1,000.00
Maint Bldg--Security--General	1,000.00
Maint Bldg--Security--Locks	1,000.00
Services--Meter Reading	3,500.00
Utility--Electricity	6,000.00

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Community Corporation No. 28626 Inc.

ZEN Apartments, 250 Flinders Street, ADELAIDE SA  
5000

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Utility--Waste Management	10,000.00
Utility--Water & Sewerage	100.00
<i>Total expenses</i>	<u>121,078.00</u>
<b>Surplus/Deficit</b>	<u>47,664.00</u>
Opening balance	(32,024.47)
<b>Closing balance</b>	<u>\$15,639.53</u>

Total units of entitlement 10000  
Levy contribution per unit entitlement \$12.00

**Sinking Fund****Approved  
budget****Revenue**

Levies Due--Sinking	30,000.00
<i>Total revenue</i>	<hr/> 30,000.00

**Less expenses**

Admin--Transfer to Admin Fund	20,000.00
Maint Bldg--Structural Rectification	10,000.00
<i>Total expenses</i>	<hr/> 30,000.00

**Surplus/Deficit** 

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 0.00

Opening balance	85,266.78
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**Closing balance** 

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 \$85,266.78

Total units of entitlement	10000
Levy contribution per unit entitlement	\$3.00

## Insurance RENEWED – Disclosure Advice

08 8132 2020

info@munroproperty.com.au

Tuesday, October 21, 2025

Munro Property Group Pty Ltd

ABN 41 007 878 079

[www.munroproperty.com.au](http://www.munroproperty.com.au)

*This document has been prepared in line with the Strata Community Association (SCA) Best Practice Guide on disclosure 2024*

The insurance renewal for your corporation was PAID on: **11/03/2025**

Attached is:

- Insurance renewal certificate
- The SCA Best Practice Insurance Guide – Consumer Fact Sheet

Original Disclosure Date: **11/03/2025**

<b>Special Notes</b>	
<b>Renewal Date</b>	YES
<b>Adjustment</b>	Details: Renewal date changed to 11/03/25 Premium \$9,200.43 - Commission \$1,479.99
<b>Endorsements</b>	NO

<b>Valuation</b>	Date: 17/03/2023	Amount: \$9,990,000.00	Valuer: QIA Group
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In accordance with the recommendations set forth by the Strata Community Association Australia, we are required to provide all our clients with an Insurance Disclosure Form. This form is designed to give you comprehensive information about your current insurance policies, including coverage details, premiums, and commissions paid.

Munro Property Group have always declared in our minutes and management agreements that we receive commissions from insurers who we deal directly with. The invoices for these insurance policies also have had, for a number of years, the amount of commission earned on the policies.

### What You Need to Do:

- 1. Review the Form:** Please take a moment to carefully review the attached Insurance Disclosure Form.
- 2. Contact Us with Questions:** If you have any questions or require further clarification regarding the information provided, or refer to the attached Frequently Asked Questions page supplies by the SCA.

**INSURANCE RENEWED DISCLOSURE****Name: Community Corporation 28626 Inc****Policy No: HU0010467****Period of Insurance: 11/03/2025 to 11/03/2026**

	<b>Insurance 2023</b>	<b>Insurance 2024</b>
<b>Building Sum Insured</b>	\$9,900,000.00	\$9,990,000.00
<b>Insurer</b>	CHU Underwriting Agencies Pty Ltd	CHU Underwriting Agencies Pty Ltd
<b>Total Premium</b>	\$25,063.01	\$15,005.51

	<b>Insurance 2023</b>	<b>Insurance 2024</b>
Insurance Provider	CHU	CHU
Product Disclosure & Financial Services Link (s)	<a href="https://chucom.au">https://chucom.au</a>	<a href="https://chu.com.au">https://chu.com.au</a>
1. Base Premium (includes commission)	\$20,296.90	\$12,154.36
2. Government Emergency Service Levy	Nil.	Nil.
3. Stamp Duty	\$2,455.91	\$1,470.70
4. Underwriting Agency Fee	\$255.00	\$150.00
5. Broker Fee	\$0.00	\$0.00
6. GST	\$2,055.20	\$1,230.45
<b>Total insurance costs including GST</b>	<b>\$25,063.01</b>	<b>\$15,005.51</b>
7. Commission	\$4,059.39	\$2,430.88
8. Allocation of Remuneration excluding GST		
Munro Property share of remuneration	100%	100%
Broker share of remuneration	N/A	N/A
Please list in detail here any other forms of remuneration related to this transaction.	<b>NONE</b>	
Please detail here any conflicts of interest that exist in the placement of this insurance and how they are managed.	<b>NONE TO REPORT</b>	
We, <b>Munro Property Group</b> are acting in the best interests of the client in the presentation of this quotation.		
Signature: 		
Name: Jason Nash		
For and on behalf of Munro Property.		
<b>Total Strata Insurance Remuneration</b>	<b>\$25,063.01</b>	<b>\$15,005.51</b>

**PREPARED BY MUNRO PROPERTY GROUP PTY LTD****Commercial Property**

Sales & Marketing  
Leasing  
Management

**Residential Property**

Sales & Marketing  
Leasing  
Management

**Body Corporate**

Management  
Consulting

**Property Trust**

Acquisitions  
Administration

**Property Development**

Strategic Planning  
Feasibilities  
Project Marketing  
Joint Ventures



Level 13, 431 King William Street  
Adelaide SA 5000

## Renewal Schedule

### CHU Residential Strata Insurance Plan

<b>Policy Number</b>	<b>HU0010467</b>
<b>Policy Wording</b>	<b>CHU RESIDENTIAL STRATA INSURANCE PLAN</b>
<b>The Insured</b>	<b>COMMUNITY CORPORATION NO. 28626 INC.</b>
<b>Situation</b>	<b>250 FLINDERS STREET ADELAIDE SA 5000</b>
<b>Policy Period</b>	<b>11/03/2025 to 11/03/2026 at 4:00pm</b>

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### Policies Selected

#### **Policy 1 – Insured Property**

Building: \$9,990,000  
Common Area Contents: \$0  
Loss of Rent & Temporary Accommodation (total payable): \$1,498,500

#### **Policy 2 – Liability to Others**

Sum Insured: \$20,000,000

#### **Policy 3 – Voluntary Workers**

Death: \$200,000  
Total Disablement: \$2,000 per week

#### **Policy 4 – Fidelity Guarantee**

Sum Insured: \$100,000

#### **Policy 5 – Office Bearers' Legal Liability**

Sum Insured: \$250,000

#### **Policy 6 – Machinery Breakdown**

Not Selected

#### **Policy 7 – Catastrophe Insurance**

Not Selected

#### **Policy 8 – Government Audit Costs and Legal Expenses**

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

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

Sum Insured: \$250,000



**Flood Cover is included.**

## Excesses

### Policy 1 – Insured Property

Standard: \$2,000

Water Damage: \$5,000

Exploratory Costs – Burst Pipes: \$5,000

Unoccupancy: \$2,000

Other excesses payable are shown in the Policy Wording.

## Premium

Base Premium	\$12,154.36
Levies	\$0.00
GST	\$1,230.45
Stamp Duty	\$1,470.70
Admin Fee	\$150.00
<b>Total Payable</b>	<b>\$15,005.51</b>

MUNRO PROPERTY GROUP BODY CORPORATE

Commission	\$2,430.88
Commission GST	\$243.09

Date of Issue

12/03/2025

Refer to **Important Information** below for excess descriptions and confirmation of cover. Please refer to your Product Disclosure Statement and Policy Wording QM562-1023 for further terms and conditions that apply.

## Important Information

### Confirmation of cover

The cover provided by this schedule forms part of your contract of insurance and is in force for the Period of Insurance shown. Cover is subject to the policy terms, conditions, limitations and exclusions. Please refer to your policy document and PDS.

### Your duty when you renew your policy

This document sets out the information we hold about you, your property and your policy.

By law, you must take reasonable care not to make a misrepresentation. This means before renewal, you must review this information and tell us if anything is wrong or if there have been any changes. Some types of changes may impact our offer of renewal terms.

If we do not hear from you and you renew your policy, this means you agree that the information you have previously provided to us is correct and that nothing has changed.

If you do not tell us about anything that has changed, or if any of the information is misleading, incomplete, inaccurate or fraudulent we may reduce or not pay a claim, cancel your policy or treat it as if it never existed.

If anything is unclear, please contact us.

### Excesses – explanatory notes

Whenever an Excess and amount is shown in the Schedule or Policy Wording, You must pay or contribute the stated amount for each claim You make against the Insured Event.

#### Water Damage Excess

The following Excess will apply to Policy 1 – Insured Property for loss or damage caused by:

- a. Damage from bursting, leaking, discharging or overflowing of tanks, apparatus or pipes
- b. Rainwater

The additional Excess payable will be shown on Your Policy Schedule.

#### Unoccupancy Excess

An additional Excess will apply to Policy 1 – Insured Property claims if fifty percent (50%) or more of the available Lots/Units are unoccupied at the time of loss.

The additional Excess payable will be shown on Your Policy Schedule.

Other excesses apply. These are listed on your Policy Schedule or described in the Policy Wording.

**MINUTES OF THE INQUORATE EXTRAORDINARY GENERAL MEETING OF COMMUNITY CORPORATION NO. 28626 INC.**

Meeting In accordance with *The Community Titles Act 1996*

**ZEN Apartments  
250 Flinders Street, ADELAIDE, SA, 5000**

In accordance with *The Community Titles Act 1996 Section 81(1)* the Officers of the Corporation called the Extraordinary General Meeting.

DATE: **29 June 2023**

TIME: **03:00 PM**

LOCATION: **136 The Parade, Norwood, SA, 5067**

**<https://msteams.link/4BQ6>**

**Attendance**

Lot 501	Kei Ming Chu & Mei Ling Rosetta Ho	Electronic vote
Lot 502	Timothy Desmond Paul & Lindy Kay Paul	Owner present

**Others in attendance**

Jason Nash and Alice Rogers-Ross on behalf of Munro.

**Apologies**

Nil.

**Proxy Voting**

In accordance with *The Community Titles Act 1993 Section 84 (3)*, proxies were tabled and subsequently the absentee votes on the proposed agenda have also been tabled as per the *Community Titles Act 1993 Section 84 (11)*.

Lot 402 Wendy Elizabeth Neave & Alister Hamilton Neave Proxy Name: Proxy given to Munro's

**Quorum**

In accordance with the *Community Titles Act 1996 Section 83 (4)*, a quorum is determined by dividing the number of persons entitled to attend and vote (financial members) at the meeting by two, disregarding any fraction and adding one. At the time of the meeting, as there were only three financial members represented, the meeting was required to be reconvened as per *The Community Titles Act Section 83(5)*. A new date and time was elected and the meeting was reconvened.

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**MINUTES OF THE RECONVENED EXTRAORDINARY GENERAL MEETING OF COMMUNITY CORPORATION NO. 28626 INC.**

Meeting In accordance with *The Community Titles Act 1996*

**ZEN Apartments  
250 Flinders Street, ADELAIDE, SA, 5000**

In accordance with *The Community Titles Act 1996 Section 81(1)* the Officers of the Corporation called the Extraordinary General Meeting.

DATE: **6 July 2023**

TIME: **03:00 PM**

LOCATION: **136 The Parade, Norwood, SA, 5067**

<https://msteams.link/4BQ6>

**Attendance**

Lot 101	North Austin Pty Ltd (non-financial)	Owner present
Lot 402	Wendy Elizabeth Neave & Alister Hamilton Neave	Paper vote
Lot 501	Kei Ming Chu & Mei Ling Rosetta Ho	Owner present (pre-voted)
Lot 502	Timothy Desmond Paul & Lindy Kay Paul	Owner present

**Others in attendance**

Jason Nash and Alice Rogers- Rosson behalf of Munro.

**Apologies**

Nil.

**Proxy Voting**

In accordance with the *Community Titles Act 1993 Section 84 (3)*, proxies were tabled and subsequently the absentee votes on the proposed agenda have also been tabled as per *The Community Titles Act 1993 Section 84(11)*.

Lot 402 Wendy Elizabeth Neave & Alister Hamilton Neave Proxy Name: Proxy given to Munro's

**Quorum**

A quorum was declared as per *The Community Titles Act, Section 83.5(c)* - if a quorum is not formed at the reconvened meeting within half an hour, the persons present who are entitled to vote constitute a quorum. The meeting opened at 03:04 PM.

## **Meeting Opening, Appointment of Meeting Chairperson & Minute Secretary**

The manager advised the meeting that it would be held in conjunction with the Extraordinary General Meeting of Community Corporation No. 40007 Inc. (hereby referred to as Zen 2) as the subject matter and outcome would affect both corporations.

To resolve that Jason Nash of Munro would assist the Presiding Officer by conducting the meeting; and Alice Rogers-Ross would assist the Secretary in the recording of minutes as per *The Community Titles Act 1996 Section 83(3a)*.

## **Motion CARRIED.**

## Invalid Vote Reasons

1 invalid vote(s) - Non-financial

## **Declaration of Interest**

In accordance with *The Community Titles Act 1996 Section 85*, it is a legal requirement for members to make known to the meeting any direct or indirect financial interest in matters to be voted upon at a properly convened meeting.

The manager noted that the representative of lot 101, Mr Michael Loucas, is associated with the original developer.

### **Confirmation of Previous Minutes**

In accordance with *The Community Titles Act 1996 Section 81(5a)* to resolve that the minutes of the last Annual General Meeting held on the 23rd of December 2022 be confirmed as a true record of the proceedings of that meeting.

### **Motion CARRIED.**

Yes: 3      No: 0      Abstain: 0      Inv: 1

## Invalid Vote Reasons

1 invalid vote(s) - Non-financial

## Common Property Maintenance – Roof Waterproofing Repairs

To resolve that the Corporation proceed with repairs to the waterproofing membrane as per the quote from Duratec.

## **Motion CARRIED.**

## Invalid Vote Reasons

1 invalid vote(s) - Non-financial

## **Review & Acceptance of Administration Fund**

Administration funds are collected to pay recurrent expenditure of the Corporation such as the insurance premium.

To resolve in accordance with *The Community Titles Act 1996 Section 116*, that the proposed administration budget and consequently the annual contributions being \$120,000.00 be accepted.

## **Motion CARRIED.**

## Invalid Vote Reasons

1 invalid vote(s) - Non-financial

## **Review & Acceptance of Sinking Fund**

Munro informed the members that a community corporation requires a sinking fund under *The Community Titles Act 1996 Section 116 (3)*. Non-recurrent expenditure must be made from the sinking fund and all other recurrent expenditure of the corporation must be made from the administrative fund.

The sinking fund's purpose is not to be used to offset recurrent expenditure of the Corporation unless instructed so by the elected representatives and is additional to the above administration budget.

To resolve in accordance with *The Community Titles Act 1996 Section 116*, that the proposed sinking fund budget and consequently the annual contributions being \$30,000.00 be accepted.

## **Motion CARRIED.**

## Invalid Vote Reasons

1 invalid vote(s) - Non-financial

## Special Levy

To resolve that a special levy of \$20,000 be raised to cover the cost of waterproofing membrane repairs.

## **Motion CARRIED.**

## Invalid Vote Reasons

1 invalid vote(s) - Non-financial

**Note: Should the corporation run out of funds to cover maintenance and repair costs, a further special levy may be required.**

## Meeting Close

The meeting closed at 03:18 PM.

Community Corporation No. 28626 Inc.

ZEN Apartments, 250 Flinders Street, ADELAIDE SA 5000

**Administrative Fund**

**Approved  
budget**

**Revenue**

Levies Due--Admin	120,000.00
Transfer from Sinking Fund	10,000.00
<i>Total revenue</i>	<i>130,000.00</i>

**Less expenses**

Admin - Contractor Compliance Management	176.00
Admin--Accounting--Tax Return	265.00
Admin--Auditors--Audit Services	350.00
Admin--Bank Charges--Account Fees	90.00
Admin--Consultant Fees	4,200.00
Admin--Consultant--Disbursements	400.00
Admin--Consultant--Meeting Fee	220.00
Admin--Consultant--Public Officer Fee	99.00
Admin--Contractor Maintenance Manager	220.00
Admin--Telephone Charges--Fire Protection	1,500.00
Insurance--Premiums	15,000.00
Maint Bldg--Building Repairs--General	5,000.00
Maint Bldg--Cleaning	20,000.00
Maint Bldg--Cleaning--Windows/Glass	1,000.00
Maint Bldg--Electrical--Repairs	1,000.00
Maint Bldg--Fire Protection	8,000.00
Maint Bldg--Fire Protection--Alarm Response	4,000.00
Maint Bldg--Lift	13,000.00
Maint Bldg--Plumbing	5,000.00
Maint Bldg--Plumbing--Hot Water Service	1,000.00
Maint Bldg--Security--General	1,000.00
Services--Meter Reading	3,500.00
Utility--Electricity	6,000.00
Utility--Waste Management	9,000.00
Utility--Water & Sewerage	300.00
<i>Total expenses</i>	<i>100,320.00</i>

**Surplus/Deficit**

Opening balance	(28,498.79)
<i>Closing balance</i>	<i>\$1,181.21</i>

**Administrative Fund**

**Approved  
budget**

Total units of entitlement	10000
Levy contribution per unit entitlement	\$12.00

**Sinking Fund****Approved  
budget****Revenue**

Levies Due (Special)--Sinking	20,000.00
Levies Due--Sinking	30,000.00
<i>Total revenue</i>	<hr/> 50,000.00

**Less expenses**

Admin--Transfer to Admin Fund	10,000.00
Maint Bldg--Structural Rectification	50,000.00
<i>Total expenses</i>	<hr/> 60,000.00

**Surplus/Deficit**

Opening balance	29,506.90
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<b>Closing balance</b>	<hr/> \$19,506.90
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Total units of entitlement	10000
Levy contribution per unit entitlement	\$3.00



## MINUTES OF THE MANAGEMENT COMMITTEE MEETING OF COMMUNITY PLAN 28626

### Community Corporation 28626 (ZEN) 250 Flinders Street, ADELAIDE, SA, 5000

DATE: **31 August 2022**  
TIME: **10:00 AM**  
LOCATION: **Munro Property Group, 136 The Parade, Norwood, SA, 5067**

#### Attendance

Lot 502.2 Timothy Paul Committee member present

#### Others in attendance

Joshua Baldwin on behalf of Munro.

#### Meeting Opening, Appointment of Meeting Chairperson & Minute Secretary

To resolve that Joshua Baldwin of Munro would assist the Presiding Officer by conducting the meeting; and assist the Secretary in the recording of minutes as per *The Community Titles Act 1996 Section 94(8)*.

**Motion CARRIED.**

#### Review of Interim Financial Statements

A detailed review of the Corporations financials has been conducted by Munro Property Group in conjunction with the Management Committee, it shows an immediate requirement to raise additional funds to ensure that solvency of the corporation.

**It was resolved** to raise a special admin levy in accordance with Section 90 & Section 92 of the Community Titles Act 1996 of \$40,000 to be due within 14 days of this meeting in accordance with the Section 114 of the Community Titles Act 1996.

**Motion CARRIED.**

#### Meeting Close

The meeting closed at 10:15 AM.

Orig. LF 12277458



11:43 13-Feb-2015

3 of 3

Fees: \$0.00

Prefix
LF
Series No.

3

LANDS TITLES REGISTRATION  
OFFICE  
SOUTH AUSTRALIA

**LODGEMENT FOR FILING UNDER  
THE COMMUNITY TITLES ACT 1996**

FORM APPROVED BY THE REGISTRAR-GENERAL

**BELOW THIS LINE FOR OFFICE &  
STAMP DUTY PURPOSES ONLY**

11:29 18/02/2015 02-021146  
REGISTRATION FEE \$137.00  
TRANSACTION FEE \$15.00

**BELOW THIS LINE FOR AGENT USE ONLY**

**AGENT CODE**

Lodged by: COMMERCIAL AND LEGAL COMM

Correction to: COMMERCIAL AND LEGAL COMM

TITLES, CROWN LEASES, DECLARATIONS ETC. LODGED WITH  
INSTRUMENT (TO BE FILLED IN BY PERSON LODGING)

1. ....
2. ....
3. ....
4. ....

PICK-UP NO.	
CP	

**DELIVERY INSTRUCTIONS** (Agent to complete)  
PLEASE DELIVER THE FOLLOWING ITEM(S) TO THE  
UNDERMENTIONED AGENT(S)

ITEM(S)	AGENT CODE

CORRECTION	PASSED
FILED 26/2/15	<i>MM</i>
<i>Mark McNeil</i>	 REGISTRAR-GENERAL

<b>TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLES OFFICE</b>		<b>BY-LAWS Development No. 020/C031/14 Community Plan No. 28626</b>
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## **BY-LAWS**

**COMMUNITY CORPORATION NO. 28626 INC**

**Pursuant to Section 34 of the *Community Titles Act 1996***

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**ZEN APARTMENTS**

**250 Flinders Street, Adelaide, SA 5000**

**Form 10**

**Sections 30(1)(ia),31(3)(ab),34(2)(e),39(5a),47(2)(ka),50(7)(a)**

**Certificate as to the preparation of Scheme Description, By-Laws or Development Contracts**

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

.....  
Elias Farah  
Solicitor  
278 Flinders Street  
Adelaide SA 5000

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**COMMUNITY TITLES ACT****BY-LAWS****COMMUNITY CORPORATION NUMBER 28626 INCORPORATED****IMPORTANT NOTICE**

These by-laws bind the Community Corporation, the Owners 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 and Regulations.

**PART 1 - DEFINITIONS****1. Definitions**

The definitions and interpretations set out herein and set out in Section 3 of the *Community Titles Act 1996* shall apply to these by-laws and unless the context otherwise requires, the expressions:

"Act" means the *Community Titles Act 1996* as amended;

"Building" means the building and improvements constructed, or to be constructed, as part of the Development;

"Common Property" means the Common Property created by the Community Plan;

"Corporation" means Community Corporation Number 28626 constituted in accordance with Part 9 of the Act and includes an officer, agent, servant, contractor or representative of the Corporation appointed in writing;

"Community Parcel" means the whole of the land comprised in the Community Plan;

"Community Plan" means Community Corporation Plan No.28626;

"Developer" means Flinders 260 Pty Ltd (ACN 154 885 971) and Dot Two Pty Ltd (ACN 158 972 117) both of C/- Guava Lime, Level 34, 345 Queen Street, Brisbane, QLD 4000 in the context of the Development, and includes any related body corporate (as defined by the Corporations Act) of the foregoing entity that are or become involved in the Development and/or the project, as the case may be;

"Development" means the development set out in the Community Plan and known as "ZEN APARTMENTS";

"Lot" or "lot" has the meaning given to it in the Act and "Lodholder" means the owner of a Lot from time to time;

"Lot Subsidiary" has the meaning given to it in the Act;

"Management Agreement" means any agreement appointing the Managing Agent pursuant to Section 75(5) of and Regulation 15 to the Act;

"Managing Agent" means the company for the time being appointed by the Corporation as its Managing Agent and a reference in these by-laws to the Corporation shall, where there is such a Managing Agent, be construed as a reference to that Managing Agent unless the context otherwise requires;

"Occupier" of a Lot includes, if a Lot is unoccupied, the Owner of the Lot;

"owner" or "owners" means a registered proprietor or proprietors of a Lot or a person recorded on the relevant register of Lot owners as the proprietors or proprietor of the Lot;

"Scheme Description" means the scheme description to be prepared and lodged by the Developer in relation to the Community Parcel and in accordance with the Act; and

"Security Key" means a key, magnetic card or other device used to open and close doors, gates or locks in respect of a Lot or the Common Property.

**UNLESS THE CONTRARY INTENTION APPEARS THE FOLLOWING APPLIES:**

- 1.1 A reference to an instrument includes any variation or replacement of it.
- 1.2 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.
- 1.3 The singular includes the plural and vice versa.
- 1.4 The word "person" includes a firm, a body corporate, an association or an authority.
- 1.5 Words of any gender include every gender.

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- 1.6 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.
- 1.7 A reference to a day is a reference to the period of time commencing at midnight and ending 24 hours later.
- 1.8 Headings are inserted for convenience and do not affect the interpretation of these by-laws.
- 1.9 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.
- 1.10 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.
- 1.11 Without limiting the foregoing, these by-laws shall be read subject to the rights of the Developer to conduct marketing activities on the Common Property until all of the Lots are sold, including (without limitation):
  - 1.11.1 allowing invitees to have access to the Common Property in the company of a representative of the Developer;
  - 1.11.2 placing and maintaining on the Common Property sale signs, insignia and other fixtures and fittings for marketing purposes of the Development; and
  - 1.11.3 the use of any apartment or apartments constructed on the Community Parcel as a display centre for the sale and promotion of the Development or any other development being marketed or promoted by the Developer outside the Community Parcel.
- 1.12 Without limiting the foregoing, these by-laws shall be read subject to the rights of the Developer or any builder associated with the Development to carry out the following activities until the Development is completed:
  - 1.12.1 Any surveying, engineering and construction works on the Community Parcel;
  - 1.12.2 Any repair, rectification or modification works; and
  - 1.12.3 Any other works associated with the construction and completion of the Development or any other development being developed by the Developer outside the Community Parcel.

#### PART 2 - MANDATORY BY-LAWS

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

- 2.1 The Corporation is responsible for the administration, management and control of the Common Property.
- 2.2 The Corporation may appoint a Management Committee which shall be responsible to the Corporation for the administration, management and control of the Common Property except with respect to matters concerning:
  - 2.2.1 the appointment of a Managing Agent pursuant to by-law 2.3;
  - 2.2.2 maintenance, upgrading or improvements to the Common Property where the item to be considered exceeds \$10,000; and
  - 2.2.3 the Corporation's obligations regarding insurance under the Act.
- 2.3 The Corporation may appoint a Managing Agent to carry out, on behalf of the Corporation the function of administering, managing and controlling the Common Property on such terms and conditions as the Managing Agent considers reasonably appropriate.
- 2.4 The Corporation may grant or create easements, easements of support, rights of way, encumbrances or the like in respect of any portion of the Common Property, acting reasonably.

##### 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, Occupiers and their invitees.

#### PART 3 - COMMUNITY PARCEL

##### 4. Prohibited Activities

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

- 4.1 make or allow their visitors to make undue noise in or about the Community Parcel;

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4.2 interfere or allow their visitors to interfere with others' use or enjoyment of their rights in relation to the Community Parcel;

4.3 be inappropriately or inadequately clothed in the opinion of the Corporation when upon the Community Parcel so as to be visible from another Lot or the Common Property;

4.4 use any language or behave in a manner likely to cause offence or embarrassment to persons in other lots or on Common Property or otherwise engage in conduct that constitutes a nuisance;

4.5 damage or deface any building or sign or structure on the Community Parcel;

4.6 disobey reasonable directions or requests from an officer of the Corporation;

4.7 carry, use, discharge or expose any firearm, explosive, fireworks, airgun or other weapon;

4.8 obstruct any persons lawful access to any Lot or to the Common Property;

4.9 park or stand a motor vehicle in a parking space or elsewhere allocated for others or on a part of the Community Parcel on which the parking or standing of motor vehicles is not authorised by the Corporation and the Corporation shall in addition to any other power, authority, duty and function imposed or conferred upon the Corporation have the power to tow away any motor vehicle parked or standing in contravention of these by-laws 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;

4.10 permit any bicycle to be stored other than in the areas of the Common Property designated by the Corporation or the Managing Agent for such purpose and fitted with bicycle racks;

4.11 rollerblade, rollerskate or ride a skateboard;

4.12 ride any bicycles or drive any motorised vehicles (other than wheelchairs and like vehicles used by handicapped persons or other vehicles approved by the Corporation) except in areas specifically set aside for the purpose;

4.13 permit any bicycle to be brought into a Lot or the foyer, stairwells, lifts, hallways, garden areas, balconies or other parts of the Common Property as may be designated by the Corporation or the Managing Agent from time to time;

4.14 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 signage board, except as required by law;

4.15 allow any glazed portions of a Lot or the Common Property that surrounds a Lot to be tinted or otherwise treated with the intention to change the visual characteristics of the glazing;

4.16 perform the work of repairing, washing, painting, panel beating or other work of any nature on any vehicle or other equipment (except in any area provided for such activity) provided that this by-law shall not extend to running repairs in the case of breakdown;

4.17 paint, finish or otherwise alter the external facade of any building or improvement forming part of the Common Property or a Lot;

4.18 store, place, display or hang any chattel or item (including without limitation any item of clothing) on or from a balcony or terrace forming part of the Common Property and a Lot without the consent of the Corporation except for pot plants and barbeques, outdoor chairs and tables on any balcony forming part of a Lot;

4.19 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:

- 4.19.1 extends outside the boundaries of a Lot; or
- 4.19.2 is located on any balcony; or
- 4.19.3 protrudes from any building or balcony forming part of a Lot,

without first obtaining the written consent of the Corporation;

4.20 without limiting by-law 4.19, affix a satellite dish to any part of the Common Property; or

4.21 use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.

5. **Storage of Flammable Liquids**

A Lotholder or Occupier of a Lot must not:

5.1 except with the written consent of the Corporation, use or store on a Lot or Common Property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material intended to be used for domestic purposes or in the fuel tank of a motor vehicle; or

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5.2 do or permit anything, which may invalidate or suspend any insurance policy effected by the Corporation or cause any premium to be increased without the prior written consent of the Corporation;

PROVIDED HOWEVER nothing in by-law 5.1 prohibits the Lot Holder or Occupier of any Lot storing on that Lot gas for barbeques.

**6. Disposal of Garbage**

6.1 A person bound by these by-laws must not on the Community Parcel dispose of any rubbish or other material except by depositing the same in the receptacle or areas (if any) specifically provided.

6.2 A person bound by these by-laws shall dispose of any rubbish or other material on the Community Parcel in accordance with the rubbish disposal policies passed from time to time by the Corporation.

**7. Support and Provision of Services**

Except for the purposes of maintenance and renewal and with the written consent of the Corporation, a Lotholder or Occupier of a Lot must not do anything or permit anything to be done on or in relation to that Lot or the Common Property so that:

7.1 any support or shelter provided by that Lot or the Common Property for any other Lot or the Common Property is interfered with;

7.2 the structural and functional integrity of any part of the Common Property is impaired; or

7.3 the passage or provision of services through the Lot or the Common Property is interfered with.

**8. Office or Retail Premises**

A Lotholder or Occupier of a Lot must not without the consent of the Corporation operate any business of any kind:

8.1 on any Lot, Lot Subsidiary or Common Property except with the consent of the Corporation and in accordance with the conditions imposed by the Corporation; or

8.2 unless the Scheme Description or these by-laws expressly states that the Lot may be used for such purposes; and

8.3 unless such use of the Lot, Lot Subsidiary or Common Property is not otherwise prohibited by law.

**PART 4 - COMMON PROPERTY**

**9. Corporation to Keep Common Property in Good Repair**

The Corporation must keep the Common Property tidy and free of graffiti and in a state of good and serviceable repair and shall always properly maintain all chattels, fixtures and fittings (including walkways, stairways, lifts, hand rails and intercoms) held by the Corporation or used or intended, adapted or designed for use in connection with the Common Property or the enjoyment thereof by the Lotholders or Occupiers or by their families or visitors and for this purpose may enter into an appropriate contract with a third party for such party to provide such services for the benefit of Lotholders on behalf of the Corporation.

**10. Prohibited Activities**

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

10.1 camp or sleep overnight;

10.2 play cricket, golf or any other game in such a manner as to interfere with the safety or comfort of any other person;

10.3 carry on any business except with the consent of the Corporation;

10.4 sing, busk or play on a musical instrument so as to appear to be for the purpose of entertaining other persons except with the consent of the Corporation;

10.5 carry, use, discharge or expose any firearm, explosive fireworks, airgun or other weapon;

10.6 obstruct any corridor, hallway, passage or other access way;

10.7 obstruct the lawful use of the Common Property by any person;

10.8 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;

10.9 smoke nor allow persons under his or her control to smoke in those parts of the Common Property that the Corporation or the Managing Agent may designate as non-smoking areas from time to time;

10.10 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 consent of the Corporation;

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

**11. 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.

**12. 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.

**13. 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.

**14. Restricted Use of Common Property**  
The Corporation may take measures to ensure the security, and to preserve the safety of the Common Property and the Lots affected by the Corporation from fire or other hazards and without limitation may:

- 14.1 close off any part of the Common Property not required for access to a Lot on either a temporary or permanent basis or otherwise restrict the access to or use by Lotholders or Occupiers of any part of the Common Property;
- 14.2 permit to the exclusion of Lotholders and Occupiers, any designated part of the Common Property to be used by any security person as a means of monitoring security and general safety of the Lots, either solely or in conjunction with other Lots; and
- 14.3 restrict by means of a Security Key the access of Lotholders or Occupiers of one level of the Community Parcel to any other level of the Community Parcel.

#### PART 5 - USE OF COMMUNITY LOTS

**15. Good Repair**  
A Lotholder must:

- 15.1 maintain the Lot in good repair;
- 15.2 carry out any work ordered by a council or other public authority in respect of the Lot;
- 15.3 carry out work required by the Corporation in respect of the Lot;
- 15.4 maintain and repair the air conditioning condenser and the tiling on the Lot balcony and in the bathroom and kitchen of the Lot.

**16. Use of Lot**  
A person bound by these by-laws:

- 16.1 must not use the Lot, or permit the Lot to be used, for any unlawful purpose;
- 16.2 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 a nuisance or 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;
- 16.3 must allow the Corporation, access to the Lot for the purpose of carrying out maintenance;
- 16.4 must pay all rates, taxes, charges, outgoings and assessments in respect of their Lot as they become due and payable;
- 16.5 must subject to the Act and these by-laws notify the Corporation of any repairs and maintenance required to their Lot;
- 16.6 must, if requested by the Corporation, entrust any repairs and maintenance to the Corporation and shall pay the Corporation's reasonable costs incurred therewith;
- 16.7 must ensure that the interior of windows in the Lot and the exterior of windows leading on to the balcony are kept clean and free of stickers, transfers and similar items which are visible from the exterior of the Lot;
- 16.8 must not change the use or alter the character of the Lot or make or permit to be made any additions or alterations of any kind in or to the Lot;

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16.9 must not do or omit or suffer to be done or omitted any act, matter or thing which may interfere with or impede any fire, security or other safety doors in any way and without limiting the generality of the foregoing the Lotholder or Occupier of the Lot shall ensure that all fire, security and garage doors are kept locked or secure in an operational state (as the case may be) when not in immediate use;

16.10 must take every reasonable precaution when watering plants on any balcony or flower box of the Lot to prevent water overflowing upon any other Lot or Lot subsidiary or the Common Property;

16.11 must surrender all Security Keys belonging to the Lot or the Building to the Corporation on the sale of the Lot and secure the same undertaking from any tenant on the termination of any tenancy;

16.12 must not use a hose or high pressured water spraying device to clean the balcony of the Lot;

16.13 must take every reasonable precaution to prevent items from blowing or dropping off the balcony of the Lot;

16.14 must ensure compliance with fire laws in respect of the Lot; and

16.15 must not breach the fire regulations by installing unapproved dead locks or peep holes that would void the Corporation's insurance policy.

17. **Renovation and Refurbishment of Lots**

17.1 A Lotholder or Occupier shall not perform or carry out any prescribed work to or upon the Lot unless:

- 17.1.1 such person has submitted a proposal for such refurbishment, renovation, alterations or additions to the Corporation for its consideration and referral (at the option of the Corporation) to an architect of its choosing;
- 17.1.2 such person has consulted with the architect appointed by the Corporation to advise it in respect of such refurbishment, renovation, alterations or additions and paid to the Corporation the costs incurred by the Corporation of engaging such architect;
- 17.1.3 such person has obtained all necessary consents or approvals from any government or statutory authority pertaining to such alterations or additions and shall upon request from the Corporation provide the Corporation with a copy of any such consents or approvals;
- 17.1.4 such person obtains the consent of the Corporation by special resolution at least fourteen (14) days before the commencement of such prescribed work; and
- 17.1.5 such person has made prior arrangements with the Corporation in relation to permitting persons such as workers to enter the Lot and ensures that such workers have appropriate current public liability insurance cover.

17.2 The Lotholder shall ensure that:

- 17.2.1 all work is carried out strictly in accordance with the provisions of the consents granted by the Corporation and any government or statutory authority;
- 17.2.2 all work is undertaken by qualified tradespeople in a proper and workmanlike manner;
- 17.2.3 all work is undertaken only between the hours of 8am and 5.30 pm on Mondays to Saturdays other than public holidays;
- 17.2.4 adequate precautions have been taken to ensure that all Common Property is fully protected against damage;
- 17.2.5 any damage caused to the Common Property is rectified to the satisfaction of the Corporation and at the cost of the Lotholder;
- 17.2.6 all Common Property areas are left in a clean and tidy condition on the completion of works each day;
- 17.2.7 all work is undertaken in such a way so as to cause minimum disturbance or inconvenience to the Lotholders or Occupiers of any other Lots;
- 17.2.8 all appropriate insurance cover in an amount nominated by the Corporation against damage to persons and property which may be caused or may arise out of such prescribed works is affected and shall ensure that upon request from the Corporation the Corporation is provided with a copy of such insurance policy or policies;
- 17.2.9 the Corporation is able to inspect the work being undertaken from time to time until such work is complete upon reasonable notice of such intended inspections;
- 17.2.10 all rubble or refuse arising from the performance of such prescribed works must not be disposed of in domestic garbage bins but must be disposed of as directed by the Corporation; and

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17.2.11 where such person proposes to remove and replace the floor covering to the floor of any part of a Lot and where such person proposes to replace the existing floor covering with a hard surface floor covering, then except where such person has obtained the consent of the Corporation, the person must insert an acoustic underlay, which has been approved by the Corporation between the floor and the hard floor covering.

17.3 For the purpose of this by-law, "prescribed work" in relation to a Lot means:

- 17.3.1 the erection, alteration, demolition or removal of a building or structure;
- 17.3.2 the alteration of the external appearance of a building or structure;
- 17.3.3 the removal of or addition to any structural or Common Property brick or concrete wall or slab construction;
- 17.3.4 the installation, removal or replacement of any tiling to any part of the Lot;
- 17.3.5 the installation, removal or replacement of any flooring;
- 17.3.6 alterations to any air conditioning, plumbing, electrical, audio system, television, intercom or other service which involves the drilling, cutting or chasing of holes in the walls, floor or ceilings of any part of the Lot.

#### 18. Moving Articles To and From Lots

The Lotholder or Occupier shall comply with and observe the following conditions and restrictions as to delivery or movement of goods or furniture to and from a Lot:

- 18.1 goods or furniture may be delivered to and from a Lot only through such entrances at such times and in such manner as will ensure minimum interference with persons using the entrances or Common Property and will be subject to the prior approval of and must be delivered under the supervision of the Corporation; and
- 18.2 goods or furniture shall not be left on the Common Property at any time and if so left may be removed by the Corporation at the expense and risk of the Lotholder.

#### 19. Pets and Animals

- 19.1 A Lotholder or Occupier of a Lot may keep a domestic animal in his or her Lot and may allow that animal access to the Common Property.
- 19.2 If any animal causes a nuisance the Corporation may give notice to the Lotholder or Occupier to remove the animal from the Lot or the Common Property (or both). The Lotholder or Occupier must remove the animal from the Lot or Common Property immediately upon receipt of the notice from the Corporation.
- 19.3 A Lotholder or Occupier of a Lot must ensure that any animal in his or her control does not urinate or defecate on the Common Property.

#### 20. Leasing

Where 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.

#### 21. 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.

#### 22. Sale of Lot

A person bound by these by-laws

- 22.1 shall ensure that in the event that a Lot is to be sold by auction, that the auction must take place on the level of the Building on which the Lot exists, as near to the Lot as practicable and in a manner so as to not cause a disturbance to other persons on the Community Parcel;
- 22.2 must not cause, suffer or permit any signs advertising the sale of the Lot to be placed on or in the Community Parcel; and
- 22.3 must not interfere with or compromise the security system of the building when conducting an open inspection of the Lot.

#### 23. Right to Enter Lot

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 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;

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- 23.1 to inspect a Lot;
- 23.2 to carry out maintenance repairs or work; and
- 23.3 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.

#### 24. Observance of By-laws

- 24.1 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.
- 24.2 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 thereupon ensure that such visitor or invitee leaves the Community Parcel.

#### 25. Indemnity and Release

A person bound by these by-laws shall:

- 25.1 indemnify and forever hold harmless the Corporation from and against all and any actions, claims, demands, losses, damages, costs and expenses which the Corporation shall or may become liable in respect of or arising out of any loss or injury personal or in respect of property (suffered by any person in or about the Lot or Common Property) except and to the extent that such loss or injury was caused or contributed to by the negligence of the Corporation;
- 25.2 occupy and use and keep a Lot at the risk in all things of the Lotholder and the Lotholder hereby releases to the full extent permitted by law the Corporation from any and all claims, demands and damages of every kind resulting from any accident, damage or injury occurring therein except and to the extent that any such claims, demands and damages arise from or as a consequence of the negligence of the Corporation or any servant or agent of the Corporation.

#### 26. Corporation May Make Rules

The Corporation or the Managing Agent on the direction of the Corporation may make rules relating to the Common Property not inconsistent with these by-laws and they shall be observed by 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.

#### 27. Removal of Persons

The Corporation may remove any person from a part of the Community Parcel who is found committing a breach of a by-law in that part.

#### 28. Letting Services

The Corporation may enter into an agreement granting to a third party the right to conduct a letting service business from within the Community Parcel and for all other ancillary services on such terms and conditions as may be approved by the Corporation acting reasonably (including without limitation the right for the Developer to sell, assign, lease or, licence such letting service business to any third party at its discretion).

#### 29. Window Coverings

A Lotholder or Occupier of a Lot may install window furnishings to the interior of any windows in accordance with any one of the following four specifications without the need to obtain the consent of the Corporation:

##### 29.1 Sunscreen Roller Blind

Manual, chain operated or motorised in one of the following colours:  
white, off-white or cream;

##### 29.2 Timber Venetians

Manual, chain operated or motorised in one of the following colours:  
white, off-white or cream;

##### 29.3 Cloth Curtains

Manual, chain operated or motorised in one of the following colours (to the extent that the colour is visible externally to the Lot):  
white, off-white or cream; or

<b>TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLES OFFICE</b>	<b>BY-LAWS Development No. 020/C031/14 Community Plan No. 28626</b>
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**29.4 Blackout Roller Blinds**

Manual, chain operated or motorised in one of the following colours:  
white, off-white or cream.

Window treatments, which do not meet the above description must not be installed except with the prior written consent of the Corporation and if installed without such consent must be removed immediately upon demand by the Corporation to do so.

**30. Neighbouring Sites**

Subject to the provisions of the Act, the Corporation may enter into an agreement, easement, right of way, encumbrance or the like adjacent to the Building with respect to granting or being granted a right of access and/or other benefit to or over certain parts of the neighbouring sites which may be made available as a plaza, bin storage facility, bicycle storage, fire pump room, down ramp or access area to Lot owners or the proprietors of such neighbouring sites on such terms and conditions as the Corporation deems appropriate (and having regard to the terms of the Scheme Description).

**31. Lease of Common Property**

Subject to the provisions of the Act, the Corporation may grant a lease, or licence of a portion of or grant or extinguish easements, easements of support, rights of way, encumbrances or the like and enter into land management agreements or other agreements over, the Common Property on such terms and conditions as the Corporation deems appropriate, in favour of one or more Lotholders, Occupiers, telecommunication companies (including without limitation for mobile phone or other telecommunications towers, equipment and facilities and the like) or other businesses and members of the public.

**PART 6 – GENERAL**

**32. Insurance**

- 32.1 The Corporation shall ensure that there is one (1) Policy of Insurance for all Common Property and Lots within the Community Parcel.
- 32.2 The Corporation will ensure that sufficient funds are obtained for the contributions to the administrative fund payable by the Lotholders to enable payment of the premium for the Policy of Insurance.
- 32.3 Each Lotholder shall carry their own third party property and bodily injury insurance on their Lot extending to cover any person occupying the Lotholder's Lot.
- 32.4 The Policy of Insurance to be carried by the Lotholder shall be issued by a company approved by the Corporation and shall give such cover as the Corporation in its absolute discretion may require, the minimum requirement being that such a policy of insurance shall note the interest of the Corporation and shall give cover for loss or damage to property or person of third parties to a minimum of \$20,000,000 in respect of any one accident or event.
- 32.5 Proof of coverage by way of a copy of the Lotholder's current receipted insurance or policy shall be supplied to the Corporation on request.

**33. Corporation's Rights and Powers - Unpaid Levies**

- 33.1 A Lotholder (which includes a corporation and a mortgagee in possession) must pay on demand:
  - 33.1.1 the whole of the Corporation's costs and expenses (including solicitor's and own client costs) incurred in recovering levies or money levied upon that Lotholder's Lot by the Corporation pursuant to the Act or pursuant to the by-laws; and
  - 33.1.2 any costs that are ordered to be paid by the Lotholder to the Corporation by any Court Tribunal or body with authority to order the payment of costs.
- 33.2 If the Lotholder does not pay such costs and expenses after demand is made for them, the Corporation may take action to recover them in any Court of competent jurisdiction provided that, in respect of the Corporation's party and party costs, the Corporation complies with any procedure for the taxation and recovery of costs provided for in the rules of the Court, Tribunal or other body which orders payment of costs in favour of the Corporation. The Corporation may also enter any costs payable to it as referred to in by-law 33.1 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.
- 33.3 If a contribution levied under the Act is unpaid 30 days after it falls due for payment, the amount of the unpaid contribution will bear interest at a rate of 2% above the 90 day bank bill rate charged by the Corporation's bank, unless otherwise determined by ordinary resolution at a general meeting. At the discretion of the Corporation, any Managing Agent has discretion to write off interest to a limit to be determined by the Corporation from time to time.
- 33.4 If when a person becomes the Lotholder of a Lot, another person is liable in respect of the Lot to pay interest on a contribution, the Lotholder is jointly and severally liable with the other person for the payment of the interest.

<b>TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLES OFFICE</b>	<b>BY-LAWS Development No. 020/C031/14 Community Plan No. 28626</b>
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33.5 The amount of any interest is recoverable by the Corporation as a liquidated debt.

33.6 If the Corporation spends money to make good damage caused by a breach of the Act, or of these by-laws by any Lotholder or the tenants, occupiers, guests, servants, employees, children, invitees or licensees of the Lotholder the Corporation may recover the amount spent as a debt in an action in any Court of competent jurisdiction from the Lotholder of the Lot at the time when the breach occurred.

#### 34. Services

Notwithstanding any implication or rule of law to the contrary, the Corporation shall not in any circumstances be liable to the Lotholder for any loss or damage suffered by the Lotholder for any malfunction, failure to function or interruption of or to the water, gas, electricity, power, telephone or other services to the Lot or for the blockage of any sewers, wastes, drains, gutters, downpipes or stormwater drains from any cause whatsoever.

#### 35. Sinking Fund

35.1 The Corporation may establish a Sinking Fund to fund the provision of major items of repair or maintenance to the Community Parcel.

35.2 The Corporation must advise the Lotholders in writing of the establishment of any such Sinking Fund and of the contribution to be made by the Lotholder.

35.3 The following provision shall apply to any Sinking Fund established under this by-law:

- 35.3.1 the Corporation will establish a separate fund for such monies and all monies paid by the Lotholder in this regard will be paid into that fund;
- 35.3.2 that fund or so much of the balance standing to the credit of that fund as remains unexpended from time to time for a purpose for which the fund was established will be held by the Corporation in a separate interest bearing account; and
- 35.3.3 any amounts paid by the Corporation to the credit of that fund, and the net interest earned by the Corporation on that fund, will not be applied by the Corporation for any purpose other than payment of outgoings for which the fund was established.

#### 36. Complaints and Applications

Any complaint or application to the Corporation must be addressed in writing to the Managing Agent, or where there is no Managing Agent, the secretary of the Corporation.

#### 37. Security Keys

37.1 The Corporation may charge a reasonable fee for any additional Security Key required by a Lotholder.

37.2 A Lotholder must exercise a high degree of caution and responsibility in making a Security Key available for use by any Occupier of a Lot and must use all reasonable endeavours including without limitation an appropriate stipulation in any lease or licence of a Lot to the Occupier to ensure the return of the Security Key to the Lotholder or the Corporation.

37.3 A Lotholder or Occupier of a Lot in possession of a Security Key must not without the Corporation's written consent, duplicate the Security Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Key is not lost and is not to dispose of it otherwise than by returning it to the Corporation.

37.4 A Lotholder or Occupier of a Lot must promptly notify the Corporation if a Security Key issued is lost or destroyed.

#### 38. Offences

A person who contravenes or fails to comply with the provisions of these by-laws is guilty of an offence.

Maximum penalty: The maximum permitted by the Act.

#### 39. 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.

#### 40. Waiver

No waiver by the Corporation of one breach of any rule, covenant, obligation or provision herein contained or implied shall operate as a waiver of another breach of the same or any other rules, covenants, obligations or provisions herein contained or implied.

#### 41. Notice

Any notice required to be served under these by-laws shall be sufficiently served on the Lotholder if left on the Lot addressed to the Lotholder or if addressed to the Lotholder at the last known address of the Lotholder and forwarded by

<b>TERMS OF INSTRUMENT</b> <b>NOT CHECKED BY</b> <b>LANDS TITLES OFFICE</b>	<b>BY-LAWS</b> <b>Development No. 020/C031/14</b> <b>Community Plan No. 28626</b>
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pre-paid post and if a notice is given by post it shall be deemed to be served at the time when in the ordinary course of post it would be delivered at the address to which it was sent.

**42. Shared Services**

A person bound by these by-laws shall also be bound by any agreements and further rules made agreed or entered into by the Corporation relating to the Common Property or services and facilities outside of the Community Parcel which benefit the Development or Lotholders (including without limitation those already contemplated by the Scheme Description and those contemplated by by-law 30).

**43. Down Ramp**

- 43.1** A person bound by these by-laws (including without limitation the Lotholders, owners, Occupiers and their invitees) shall not be permitted at any time to use or access that portion of the Common Property commonly referred to as the "down ramp" and more formally known as the area comprised as "K" in Community Plan Number 28626.
- 43.2** It is envisaged that this down ramp shall provide exclusive access to the basement carparking facility of the neighbouring site to be developed in future, which is known as the land described Lot 705 in Deposited Plan Number 95760.
- 43.3** The Corporation is required and shall be permitted to restrict such access to the down ramp (including entrance panel door).

PURPOSE:	PRIMARY COMMUNITY STRATA		AREA NAME:	ADELAIDE		RE-APPROVED:		
MAP REF:	662842J		COUNCIL:	THE CORPORATION OF THE CITY OF ADELAIDE		STEVE ANDREWS 24/02/2015		
LAST PLAN:	D95760		DEVELOPMENT NO:	020CO3114/00140632		DEPOSITED:		
AGENT DETAILS:	STATE SURVEYS PTY LTD 465B SOUTH ROAD KESWICK SA 5035 PH: 82923299 FAX: 82932949		SURVEYORS CERTIFICATION:	IRUHI AFNAN, a licensed surveyor under the Survey Act 1982, certify that (a) I am uncertain about the location of that part of the service infrastructure shown between the points marked > and < on the plan; and (b) This community plan has been correctly prepared in accordance with the Community Titles Act 1986 24th day of February 2015 Ruh Afnan Licensed Surveyor		SHEET 1 OF 14	43247_LuxL_01_v06_Version_6	
AGENT CODE:	SSU9		NUMBER	PLAN	NUMBER HUNDRED / IA / DIVISION	TOWN	REFERENCE NUMBER	
REFERENCE:	14176		703	D	95760 ADELAIDE			
SUBJECT TITLE DETAILS:								
PREFIX	VOLUME	FOLIO	OTHER	PARCEL	ALLOTMENTS(S)			
CT	6152	498						
OTHER TITLES AFFECTED: CT 6141/313, CT 6152/499, CT 6152/500								
EASEMENT DETAILS:								
STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF	CREATION	
EXISTING	COMMON PROPERTY	SHORT	EASEMENT(S)	E	PARTY WALL RIGHTS	F	RTC 12276274	
EXISTING		SHORT	EASEMENT(S)	F	PARTY WALL RIGHTS	E	RTC 12276274	
VARY FROM	COMMON PROPERTY IN	SHORT	EASEMENT(S)	D IN C28284	FOR THE TRANSMISSION OF ELECTRICITY BY UNDERGROUND CABLE	703 MARKED X IN D95760	ACT12156056	
VARY TO	COMMON PROPERTY IN	SHORT	EASEMENT(S)	R	FOR THE TRANSMISSION OF ELECTRICITY BY UNDERGROUND CABLE	COMMON PROPERTY	ACT12156056	
NEW	704 IN D95760	LONG	EASEMENT(S) WITH LIMITATIONS	P	FOR FIRE HYDRANT PURPOSES	COMMON PROPERTY		
NEW	COMMON PROPERTY	LONG	RIGHT(S) OF WAY WITH LIMITATIONS	K	ACCESS	705 IN D95760		
NEW	705 IN D95760	SHORT	EASEMENT(S) WITH LIMITATIONS	G	FOR SUPPORT	COMMON PROPERTY		

 <b>C28626</b>		SHEET 2 OF 14 43247_lxx_01_v06_Version_6																																																																									
<b>EASEMENT DETAILS:</b> <table border="1"> <thead> <tr> <th>STATUS</th> <th>LAND BURDENED</th> <th>FORM</th> <th>CATEGORY</th> <th>IDENTIFIER</th> <th>PURPOSE</th> <th>IN FAVOUR OF</th> <th>CREATION</th> </tr> </thead> <tbody> <tr> <td>NEW</td> <td>705 IN D95760</td> <td>LONG</td> <td>EASEMENT(S) WITH LIMITATIONS</td> <td>H</td> <td>LIGHT AND AIR</td> <td>COMMON PROPERTY</td> <td></td> </tr> <tr> <td>NEW</td> <td>COMMON PROPERTY</td> <td>SHORT</td> <td>EASEMENT(S) WITH LIMITATIONS</td> <td>A</td> <td>FOR SUPPORT</td> <td>705 IN D95760</td> <td></td> </tr> <tr> <td>NEW</td> <td>705 IN D95760</td> <td>LONG</td> <td>EASEMENT(S) WITH LIMITATIONS</td> <td>S</td> <td>FOR SERVICES</td> <td>COMMON PROPERTY</td> <td></td> </tr> <tr> <td>NEW</td> <td>704 IN D95760</td> <td>LONG</td> <td>EASEMENT(S) WITH LIMITATIONS</td> <td>L</td> <td>FOR FIRE HYDRANT SUPPLY PURPOSES</td> <td>COMMON PROPERTY</td> <td></td> </tr> <tr> <td>NEW</td> <td>704 IN D95760</td> <td>LONG</td> <td>EASEMENT(S) WITH LIMITATIONS</td> <td>N</td> <td>FOR BIN STORAGE</td> <td>COMMON PROPERTY</td> <td></td> </tr> <tr> <td>NEW</td> <td>705 IN D95760</td> <td>LONG</td> <td>RIGHT(S) OF WAY WITH LIMITATIONS</td> <td>Q</td> <td>ON FOOT</td> <td>COMMON PROPERTY</td> <td></td> </tr> <tr> <td>NEW</td> <td>COMMON PROPERTY</td> <td>LONG</td> <td>RIGHT(S) OF WAY WITH LIMITATIONS</td> <td>M</td> <td>ON FOOT</td> <td>704.705 IN D95760</td> <td></td> </tr> <tr> <td>NEW</td> <td>705 IN D95760</td> <td>LONG</td> <td>EASEMENT(S) WITH LIMITATIONS</td> <td>J</td> <td>FOR BICYCLE STORAGE</td> <td>COMMON PROPERTY</td> <td></td> </tr> </tbody> </table> <p><b>ANNOTATIONS:</b> ENCROACHMENT OF BALCONY 204, BALCONY 304, BALCONY 404 AND BALCONY 504 OCCURS OVER DAWKINS PLACE</p>				STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF	CREATION	NEW	705 IN D95760	LONG	EASEMENT(S) WITH LIMITATIONS	H	LIGHT AND AIR	COMMON PROPERTY		NEW	COMMON PROPERTY	SHORT	EASEMENT(S) WITH LIMITATIONS	A	FOR SUPPORT	705 IN D95760		NEW	705 IN D95760	LONG	EASEMENT(S) WITH LIMITATIONS	S	FOR SERVICES	COMMON PROPERTY		NEW	704 IN D95760	LONG	EASEMENT(S) WITH LIMITATIONS	L	FOR FIRE HYDRANT SUPPLY PURPOSES	COMMON PROPERTY		NEW	704 IN D95760	LONG	EASEMENT(S) WITH LIMITATIONS	N	FOR BIN STORAGE	COMMON PROPERTY		NEW	705 IN D95760	LONG	RIGHT(S) OF WAY WITH LIMITATIONS	Q	ON FOOT	COMMON PROPERTY		NEW	COMMON PROPERTY	LONG	RIGHT(S) OF WAY WITH LIMITATIONS	M	ON FOOT	704.705 IN D95760		NEW	705 IN D95760	LONG	EASEMENT(S) WITH LIMITATIONS	J	FOR BICYCLE STORAGE	COMMON PROPERTY	
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SHEET 4 OF 14

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DAWKINS

PLACE

TUCKER STREET

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## GROUND FLOOR

STATE SURVEYS PTY LTD  
465 South Road, Keswick SA 5035  
Phone 8293 2939 Fax 8293 2949  
[info@statesurveys.com.au](mailto:info@statesurveys.com.au)

VERSION: 06/02/2015 REFERENCE: 14,176 DRAWN: ADL

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SHEET 5 OF 14

43247 nland 3 V02 Version 6

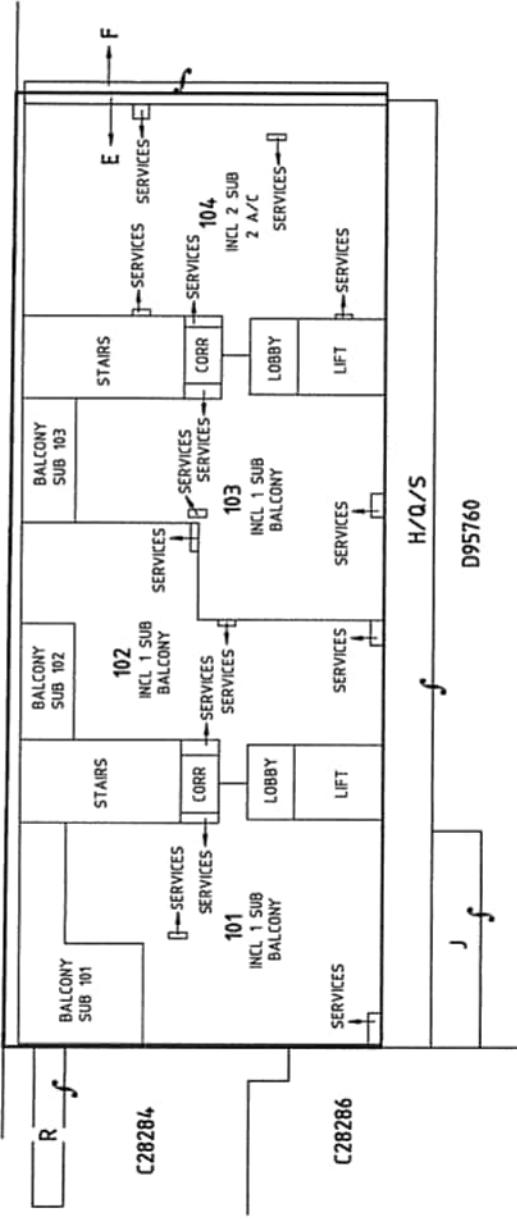
LOT SUBSIDIARIES SHOWN AS  
BALCONIES ARE FULLY COVERED

LEGEND

A/C ..... AIR CONDITIONER  
 CORR ..... CORRIDOR

PLACE

DAWKINS



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LEVEL 1

SCALE      METRES

STATE SURVEYS PTY LTD  
465 South Road, Keswick SA 5035

Phone 8293 2939 Fax 8293 2949  
[info@statesurveys.com.au](mailto:info@statesurveys.com.au)

REFERENCE: 14.176

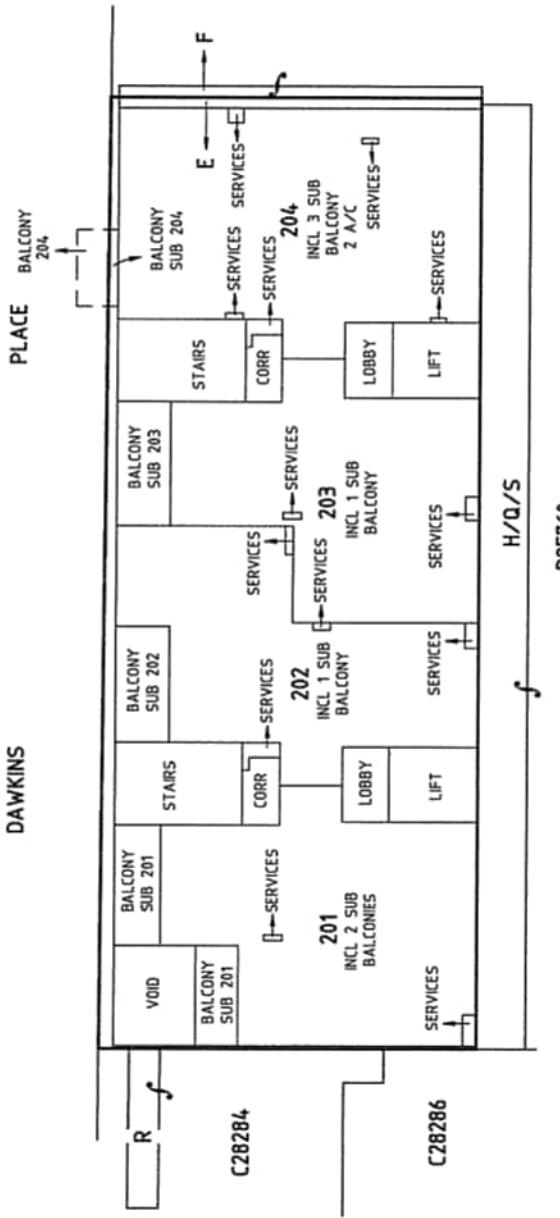
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SHET 6 OF 14

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LEGEND  
A/C ..... AIR CONDITIONER  
CORR ..... CORRIDOR



LEVEL 2

SCALE 0 1.5 3 4.5 6 7.5 METRES

STATE SURVEYS PTY LTD  
465 South Road, Keswick SA 5035  
Phone 8293 2939 Fax 8293 2949  
info@statesurveys.com.au

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SHEET 7 OF 14

43247 Poland 5 V02 Version 6

LOT SUBSIDIARIES SHOWN AS  
BALCONIES ARE FULLY COVERED

LEGEND

A/C ..... AIR CONDITIONER  
 CORR ..... CORRIDOR

DAWKINS

PLACE BALCONY

D95760

LEVEL 3

STATE SURVEYS PTY LTD  
465 South Road, Keswick SA 5035  
Phone 8293 2939 Fax 8293 2949

VERSION: 06/07/2015 REFERENCE: 16,176 DRAWN: ADI  
INITIALS: VES.DLM,ADL DATE: 06/07/2015

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SHEET 8 OF 14

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CORRIDOR

DAWKINS

PLACE BALCONY

PLACE BALCONY

Architectural floor plan of a building section showing units 401, 402, 403, and 404. The plan includes various rooms like voids, balconies, lobbies, stairs, and lifts, along with service areas and external access points labeled R, E, F, and H/Q/S.

**Rooms and Units:**

- Unit 401:** Includes a VOID, BALCONY SUB 401, and BALCONY SUB 402.
- Unit 402:** Includes a CORR, SERVICES, and BALCONY SUB 402. It is described as INCL 1 SUB BALCONY.
- Unit 403:** Includes a STAIRS, CORR, SERVICES, and BALCONY SUB 403. It is described as INCL 1 SUB BALCONY.
- Unit 404:** Includes a STAIRS, CORR, SERVICES, and BALCONY SUB 404. It is described as INCL 3 SUB BALCONY 2 A/C.
- Common Areas:** Includes LOBBY, LIFT, and SERVICES areas.

**External Access:**

- R:** Located on the left side, serving Unit 401.
- E:** Located on the right side, serving Units 403 and 404.
- F:** Located at the top right, serving Units 403 and 404.
- H/Q/S:** Located at the bottom right, serving Units 403 and 404.

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LEVEL 4

SCALE METRES

STATE SURVEYS PTY LTD  
465 South Road, Keswick SA 5095  
Phone 8293 2939 Fax 8293 2940  
[info@statesurveys.com.au](mailto:info@statesurveys.com.au)  
REFERENCE: 14/176  
VERSION: 06/02/2015 DRAWN: A

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SHEET 9 OF 14

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LOT SUBSIDIARIES SHOWN AS  
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CORR ..... CORRIDOR

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LEVEL 5

SCALE      METRES

STATE SURVEYS PTY LTD  
465 South Road, Keswick SA 5035  
Phone 8293 2939 Fax 8293 2949

info@statesurveys.com.au

info@statesurveys.com.au

VERSION: 06/02/2015 REFERENCE: 14176 DRAWN: ADL

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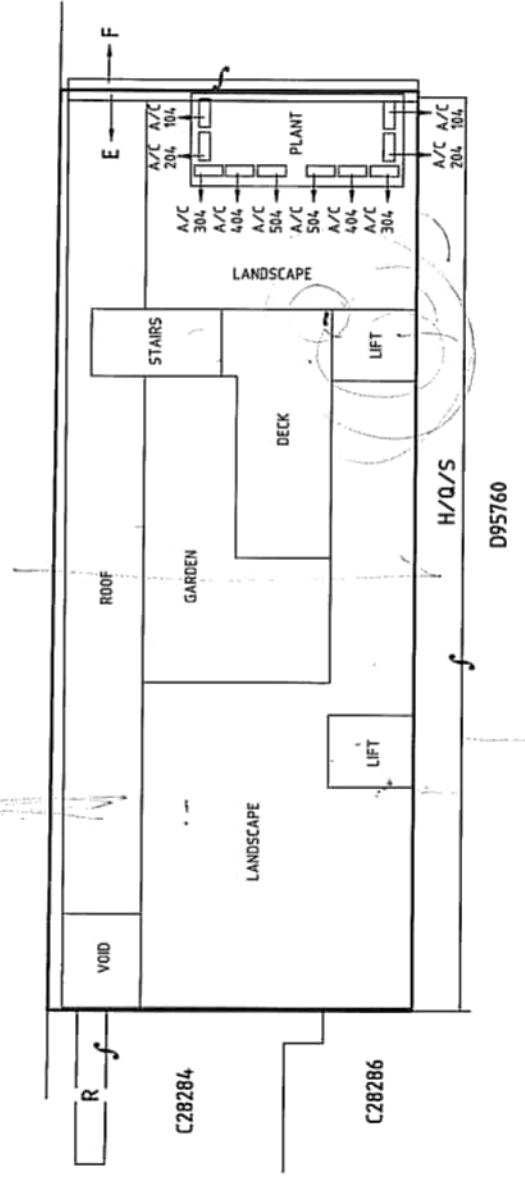
SHEET 10 OF 14

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LEGEND  
A/C ..... AIR CONDITIONER

DAWKINS

PLACE



LEVEL 6

SCALE METRES  
0 1.5 3 4.5 6 7.5

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465 South Road, Keswick SA 5035  
Phone 8293 2939 Fax 8293 2949  
info@statesurveys.com.au

REFERENCE: 14/16  
VERSION: 27/01/2015 DRAWN: ADL

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SHEET 11 OF 14

43247 Bland 9 v02 Version 6

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G/H/Q/S		H/Q/S	
M	K		
A/M	A	355°02'40"	
A	A	0-4	
(0-4)	(0-26)	(0-91)	
			0-21
			1-41

C28286

ENLARGEMENT F11  
NOT TO SCALE

## 7 LEVEL BUILDING

ENLARGEMENT E11

SCALE	0	0·75	1·5	2·25	3	3·75
METRES						

STATE SURVEYS PTY LTD  
465 South Road, Keswick SA 5035  
Phone 8293 2936 Fax 8293 2949  
[info@statesurveys.com.au](mailto:info@statesurveys.com.au)  
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VERSION: 06/02/2015 DRAWN: ADL

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PUBLISHED

## DRAWN: ADL

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SHEET 12 OF 14

43247 Øland 10 v02 Versjon 6

ENLARGEMENT F12  
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ENLARGEMENT E12

SCALE      METRES  
0 0.75 1.5 2.25 3 3.75

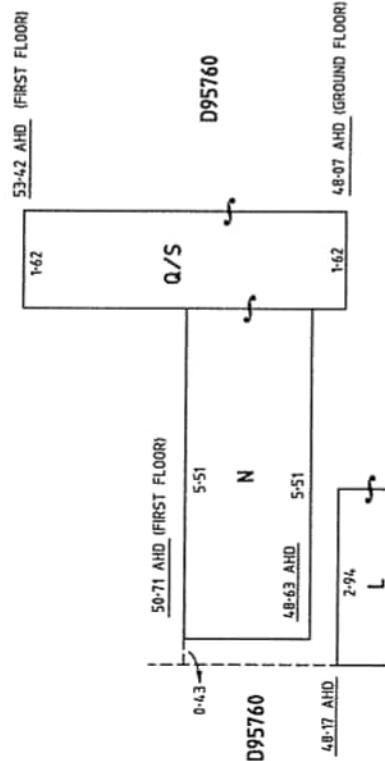
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Phone 08293 2939 Fax 08293 2949

VERSION: 06/02/2015 REFERENCE: 14176 DRAWN: ADL

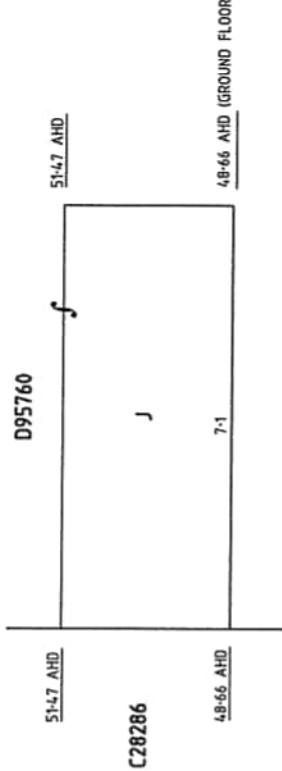
**C28626**

SHEET 13 OF 14

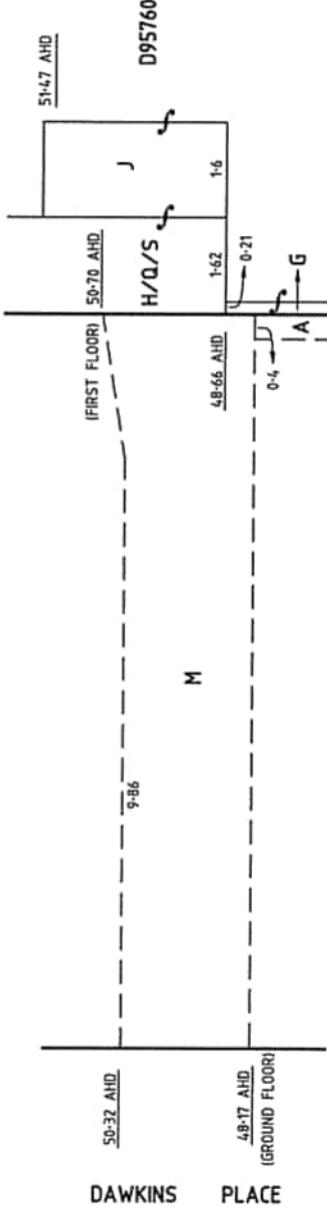
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CROSS SECTION VV-VV  
NOT TO SCALE



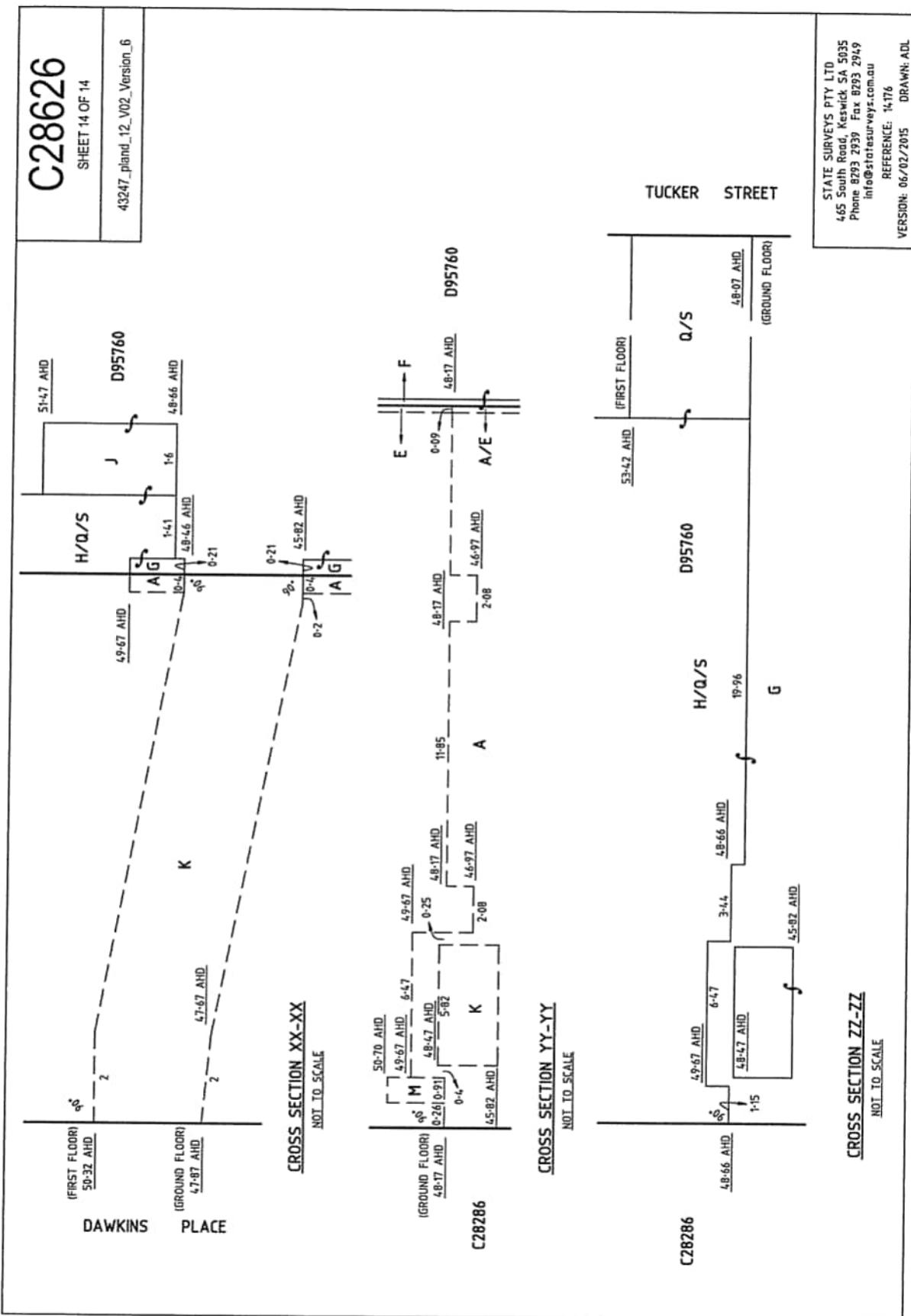
CROSS SECTION UU-UU  
NOT TO SCALE



CROSS SECTION WW-WW  
NOT TO SCALE

STATE SURVEYS PTY LTD  
465 South Road, Kaswick SA 5035  
Phone 8293 2939 Fax 8293 2949  
info@statesurveys.com.au

REFERENCE: 1476  
VERSION: 06/02/2015 DRAWN: ADL



## LOT ENTITLEMENT SHEET

COMMUNITY PLAN NUMBER

**CP 28626**

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENT	SUBDIVIDED
2	362	
3	362	
4	507	
101	432	
102	377	
103	377	
104	525	
201	418	
202	381	
203	381	
204	530	
301	451	
302	386	
303	386	
304	535	
401	460	
402	391	
403	391	
404	539	
501	474	
502	395	
503	395	
504	545	
<b>AGGREGATE</b>	<b>10000</b>	

### CERTIFICATE OF LAND VALUER

I Tracy Ann Gornall 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 2<sup>nd</sup> February 2015

  
Signature of Land Valuer

Orig: LF 12277457



11:43 13-Feb-2015

2 of 3

Fees: \$0.00

Prefix
LF
Series No.
2

LANDS TITLES REGISTRATION  
OFFICE  
SOUTH AUSTRALIA

LODGEMENT FOR FILING UNDER  
THE COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

**BELOW THIS LINE FOR OFFICE &  
STAMP DUTY PURPOSES ONLY**

11:29 18/02/2015 02-021146  
REGISTRATION FEE \$137.00  
TRANSACTION FEE \$15.00

452

**BELOW THIS LINE FOR AGENT USE ONLY**

AGENT CODE

Lodged by: COMMERCIAL AND LEGAL COMM

Correction to: COMMERCIAL AND LEGAL COMM

TITLES, CROWN LEASES, DECLARATIONS ETC. LODGED WITH  
INSTRUMENT (TO BE FILLED IN BY PERSON LODGING)

- 1.....
- 2.....
- 3.....
- 4.....

PICK-UP NO.	
CP	

**DELIVERY INSTRUCTIONS** (Agent to complete)  
PLEASE DELIVER THE FOLLOWING ITEM(S) TO THE  
UNDERMENTIONED AGENT(S)

ITEM(S)	AGENT CODE

0V19 c28626

CORRECTION 20/2/15 - 25/2/15	PASSED MM
FILED 26/2/15	REGISTRAR-GENERAL Mark McNeil SOUTH AUSTRALIA

26 February 2015

The Registrar General  
Land Titles Office  
101 Grenfell Street  
ADELAIDE SA 5000

Dear Sirs,

**AUTHORISATION OF CHANGES TO SCHEME DESCRIPTION COMMUNITY CORPORATION NO.  
28626 INC TO POINTS 5 & 6**

**5. DEVELOPMENT OBLIGATIONS TO DEVELOP THE COMMUNITY LOTS**

- 5.1 The Developer has intends to developed a ground floor plus five (5) level building on the Community Parcel and develop the Common Property in accordance with the Development Approvals granted by the relevant planning authority, subject to such amendments as agreed by the relevant planning authority and prior to the expiry of the Development Approvals or granted extensions thereof.
- 5.2 The standard of the Development performed by the Developer and the materials used on the Community Parcel are will be a fair average standard or such higher standard as the Developer in its absolute discretion may have determine.

**6. DEVELOPMENT OBLIGATIONS TO IMPROVE OR DEVELOP THE COMMON PROPERTY**

- 6.1. It is intended that The Common Property is will be comprised of any one or more of the following:-
  - 6.1.1 the improvements referred to in paragraph 3.3 hereof;
  - 6.1.2 the external structures of the building constructed on the Community Parcel;
  - 6.1.3 an access for walking, standing and/or parking for owners, occupiers and invitees in areas so designated;
  - 6.1.4 walkways, ramps passages and entrance areas for access to the Lots and Lot Subsidiaries;
  - 6.1.5 lifts and lift shafts;
  - 6.1.6 toilets;
  - 6.1.7 loading docks);
  - 6.1.8 garbage disposal facilities;
  - 6.1.9 a stormwater interceptor system and pump out system;
  - 6.1.10 sewer pumps;
  - 6.1.11 signage;
  - 6.1.12 rooftop pergola and/or garden area;
  - 6.1.13 hot water system;

- 6.1.14 storage areas including storage for plant, equipment and services; and
- 6.1.15 provision for service infrastructure including but not limited to water meter, fire hydrant, fire pump room, air-conditioning units;

6.2 The Developer has ~~intends to~~ constructed the improvements referred to in paragraph 6.1 on the Common Property. Any such construction is ~~shall be~~ in accordance with the relevant Development Approvals granted by the relevant planning authority, subject to such amendments as agreed by the relevant planning authority and prior to the expiry of the Development Approvals or granted extensions thereof.

6.3 The standard of the work ~~to be~~ performed and the materials ~~to be~~ used on the Common Property is of ~~will be~~ a fair average standard or such higher standard as the Developer, in its absolute discretion, may have determined.

The Scheme Description Changes have been authorised by the Adelaide City Council

Signed ..... 

As Delegate of the Adelaide City Council

Witness..... 

Date:..... 26/2/15.....

<b>TERMS OF INSTRUMENT</b> <b>NOT CHECKED BY</b> <b>LANDS TITLES OFFICE</b>		<b>SCHEME DESCRIPTION</b> <b>Development No. 020/C031/14</b> <b>Community Plan No. 28626</b>
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**SCHEME DESCRIPTION****COMMUNITY CORPORATION NO. 28626 INC****Pursuant to Section 30 of the *Community Titles Act 1996*****ZEN APARTMENTS****250 Flinders Street, Adelaide, SA 5000**

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

  
.....  
Elias FarahSolicitor  
278 Flinders Street  
Adelaide SA 5000

TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLES OFFICE	SCHEME DESCRIPTION Development No. 020/C031/14 Community Plan No. 28626
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## INTRODUCTION

The development the subject of this Scheme Description is intended as a residential development of twenty- three (23) community lots each being residential lots, and together with common areas, at 250 Flinders Street, Adelaide, SA, 5000

### 1. DEFINITIONS

1.1 The definitions and interpretations set out herein and set out in Section 3 of the *Community Titles Act 1996* shall apply to this Scheme Description and unless the context otherwise requires, the expressions:

"Act" means the *Community Titles Act 1996* as amended;

"Common Property" means the Common Property created by the Community Plan;

"Community Parcel" means the whole of the land comprised in the Community Plan;

"Community Plan" means Community Plan No. 28626;

"Corporation" means Community Corporation Number 28626 Incorporated constituted in accordance with Part 9 of the Act and includes an officer, agent, servant, contractor or representative of the Corporation appointed in writing;

"Council" means The Corporation of the City of Adelaide;

"Developer" means Flinders 260 Pty Ltd (ACN 154 885 971) and Dot Two Pty Ltd (ACN 158 972 117) both of C/- Guava Lime, Level 34, 345 Queen Street, Brisbane QLD 4000 in the context of the Development, and includes any related body corporate (as defined by the *Corporations Act*) of the foregoing entity that are or become involved in the Development and/or the Project, as the case may be;

"Development" means the apartment building constructed on the Community Parcel including all the Lots, Lots Subsidiaries and Common Property comprised in the Development;

"Development Approval" means the approval granted under the *Development Act 1993* dated "12 January 2015" bearing development number "020/C031/14" annexed to this Scheme Description as Attachment "A";

"Lot" or "lot" has the meaning given to it in the *Community Titles Act*;

"Lot Subsidiary" has the meaning given to it in the *Act*;

"Project" means the entire development of the apartment building constructed on the Project Site and which includes the Development, subject to any variation by the Developer and unless the context does not permit includes any part of that Project; and

"Project Site" means the sites, areas and parcels of land identified and/or contemplated for the development of the Project and which includes the Community Parcel, subject to any variation by the Developer and unless the context does not permit includes any part of those sites, areas and parcels of land.

1.2 Unless the contrary intention appears the following applies:-

1.2.1 a reference to an instrument includes any variation or replacement of it;

<b>TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLES OFFICE</b>		<b>SCHEME DESCRIPTION</b> Development No. 020/C031/14 Community Plan No. 28626
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- 1.2.2 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;
- 1.2.3 the singular includes the plural and vice versa;
- 1.2.4 the word "person" includes a firm, a body corporate, an association or an authority; words of any gender include every gender;
- 1.2.5 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;
- 1.2.6 a reference to a day is a reference to the period of time commencing at midnight and ending 24 hours later;
- 1.2.7 the meaning of general words is not limited to or by specific examples introduced by the words "including", "for example" or other similar expressions;
- 1.2.8 headings are inserted for convenience and do not affect the interpretation of this Scheme Description.

1.3 If the whole or any part of a provision of this Scheme Description is invalid, unenforceable or illegal, it is severed. The remainder of this Scheme Description will have full force and effect.

## **2. IDENTIFICATION OF THE COMMUNITY PARCEL, LOTS AND COMMON PROPERTY**

- 2.1 The Community Parcel and the Lots and Common Property into which the parcel is to be divided comprise a portion of the Project Site being portion of the land comprised in Certificates of Title Volume 5964 Folio 618 and Volume 6141 Folio 310 better known as the property located at 250 Flinders Street, Adelaide, South Australia 5000.
- 2.2 The Community Plan is a primary community strata plan being the division of the Community Parcel into twenty-three (23) primary strata lots and Common Property.

## **3. PURPOSES FOR WHICH THE LOTS MAY BE USED**

- 3.1 Community Lots numbered "2" to "4" and "101" to "504" inclusive in the building are intended to be used for residential accommodation purposes.
- 3.2 It is intended that there will be Lot Subsidiaries comprising storage facilities, balconies, signage and/or air-conditioning condensers etc.
- 3.3 The Common Property will comprise of:
  - 3.3.1 the external structure of the building including floor slabs and support structure constructed on the Community Parcel;
  - 3.3.2 an access for walking and standing for owners, occupiers and invitees in areas so designated;
  - 3.3.3 letter-box and rubbish bin enclosure facilities;
  - 3.3.4 service infrastructure;

<b>TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLES OFFICE</b>	<b>SCHEME DESCRIPTION</b> Development No. 020/C031/14 Community Plan No. 28626
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- 3.3.5 a rooftop pergola and/or garden area; and
- 3.3.6 other common property.

3.4 The Common Property is intended to be used for the purpose of providing access to the Lots and Lot Subsidiaries, for the provision of loading facilities, garbage disposal facilities, storage areas, service infrastructure, lifts, stairs, signage, and service areas.

#### **4. STANDARD OF BUILDINGS AND OTHER IMPROVEMENTS**

- 4.1 The standard of buildings and other improvements and alterations to the Lots and the Common Property will be in accordance with the Building Code of Australia.
- 4.2 Any additional buildings or improvements, or alterations or additions to existing buildings or improvements, or replacement of existing buildings or improvements, whether on Lots or Common Property, shall be located, designed and constructed in a manner and to a standard consistent with:
  - 4.2.1 the *Development Act 1993*;
  - 4.2.2 the Development Approval of the Council (which Council for the purpose of this Scheme Description is "The Corporation of the City of Adelaide"); and
  - 4.2.3 the buildings and improvements undertaken by the Developer.

4.3 The standard of the Development and the materials will be a fair average standard or such higher standard as the Developer may determine in its absolute discretion and in a manner consistent with any Development Approval of the Council.

#### **5. DEVELOPMENT OBLIGATIONS TO DEVELOP THE COMMUNITY LOTS**

- 5.1 The Developer ~~intends to~~ <sup>has</sup> develop a ground floor plus five (5) level building on the Community Parcel and ~~develop~~ <sup>have</sup> the Common Property in accordance with the Development Approvals granted by the relevant planning authority, subject to such amendments as agreed by the relevant planning authority and prior to the expiry of the Development Approvals or granted extensions thereof.
- 5.2 The standard of the Development performed by the Developer and the materials used on the Community Parcel ~~will be~~ <sup>have</sup> a fair average standard or such higher standard as the Developer in its absolute discretion ~~may~~ determine.

#### **6. DEVELOPMENT OBLIGATIONS TO IMPROVE OR DEVELOP THE COMMON PROPERTY**

- 6.1 ~~It is intended that~~ <sup>is</sup> The Common Property will be comprised of any one or more of the following:
  - 6.1.1 the improvements referred to in paragraph 3.3 hereof;
  - 6.1.2 the external structures of the building constructed on the Community Parcel;
  - 6.1.3 an access for walking and standing for owners, occupiers and invitees in areas so designated;
  - 6.1.4 walkways, ramps passages and entrance areas for access to the Lots and Lot Subsidiaries;
  - 6.1.5 lifts and lift shafts;

TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLES OFFICE		SCHEME DESCRIPTION Development No. 020/C031/14 Community Plan No. 28626
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- 6.1.6 toilets;
- 6.1.7 loading docks;
- 6.1.8 garbage disposal facilities;
- 6.1.9 a stormwater interceptor system and pump out system;
- 6.1.10 sewer pumps;
- 6.1.11 signage;
- 6.1.12 a rooftop pergola and/or garden area;
- 6.1.13 hot water system;
- 6.1.14 storage areas including storage for plant, equipment and services; and
- 6.1.15 provision for service infrastructure including but not limited to water meter, fire hydrant, fire pump room, air-conditioning units.

6.2 ~~E-F~~ The Developer ~~intends to~~ <sup>has</sup> ~~intends to~~ <sup>intends to</sup> construct the improvements referred to in paragraph 6.1 on the Common Property. Any such construction ~~shall be~~ in accordance with the relevant Development Approvals granted by the relevant planning authority; subject to such amendments as agreed by the relevant planning authority and prior to the expiry of the Development Approvals or granted extensions thereof.

6.3 ~~E-F~~ The standard of the work ~~to be~~ <sup>will be</sup> performed and the materials ~~to be~~ used on the Common Property ~~will be~~ a fair average standard or such higher standard as the Developer, in its absolute discretion, may determine.

## 7. CONDITIONS OF DEVELOPMENT IMPOSED PURSUANT TO THE DEVELOPMENT ACT, 1993

7.1 The division of the Community Parcel into the Lots and Common Property and any Development upon the lots and the Common Property shall be:

- 7.1.1 designed and constructed in a manner consistent with the Development Approval of the Council; and
- 7.1.2 completed in accordance with the conditions of the Development Approval of the Council attached hereto marked Attachment "A";

## 8. STAGING OF DEVELOPMENT

The Development is a primary scheme creating a plan of community division and has been completed in one stage in accordance with the Development Approval.

<b>TERMS OF INSTRUMENT</b> NOT CHECKED BY LANDS TITLES OFFICE		<b>SCHEME DESCRIPTION</b> Development No. 020/C031/14 Community Plan No. 28626
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## 9. OTHER IMPORTANT FEATURES OF THE SCHEME

### 9.1 Adjacent Plaza

The Developer and/or its associates or related body corporate intend to develop some of those parcels of land immediately adjacent to the Community Parcel, being referred to herein as the Project Site. These neighbouring sites do not form part of this Development or this Scheme Description, but it is anticipated that:

- 9.1.1 there should be a plaza and/or shared access areas developed within the neighbouring sites and which may be made available for use by owners of Lots in the Project;
- 9.1.2 if made available, the developers of the neighbouring sites may require the Corporation to enter into an agreement setting out the terms and conditions of such access and benefits to the owners of Lots in the Project (which shall include without limitation an obligation to contribute toward the costs of the maintenance and outgoings of such areas, as may be determined by the developer acting reasonably, in which case such costs shall form part of the strata levies of the Corporation);
- 9.1.3 the grant of such access and enjoyment shall be subject to the rights of the developers of the neighbouring sites to develop the said land, either before or after the grant of such rights, and the Corporation and the owners of Lots in the Project shall not be permitted to make any claim for disturbance or interference with their use or enjoyment of the neighbouring sites;
- 9.1.4 the granting of access and enjoyment over certain parts of the neighbouring site shall be determined at the absolute discretion of the Developer and the developers of the neighbouring sites;
- 9.1.5 the Corporation shall do all things reasonably required to give effect to the intent of this paragraph 9.1.

### 9.2 Fire Services

- 9.2.1 It is anticipated that the fire pump room for this Development shall be constructed within the neighbouring site known as "Zen 2 Apartments" comprised within Lot 704 in DP 95760 (being a part of the Project Site), and that the fire pump room shall provide for fire services and infrastructure supporting both this Development and the neighbouring site within which it is situated.
- 9.2.2 It is anticipated that the Corporation shall enter into an agreement with the developer and/or relevant community corporation of the adjoining project setting out the terms and conditions relating to the use of the fire pump room and services, which shall include without limitation a sharing of costs, as may be determined by the Developer and the developer and/or community corporation of the adjoining site (acting reasonably).
- 9.2.3 The Corporation shall do all things reasonably required to give effect to the intent of this paragraph 9.2.

### 9.3 Garbage Room

- 9.3.1 It is anticipated that the communal bin storage facilities for this Development shall be constructed within the neighbouring site known as "Zen 2 Apartments" comprised within Lot 704 in DP 95760 (being a part of the Project Site), and that the communal

TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLES OFFICE		SCHEME DESCRIPTION Development No. 020/C031/14 Community Plan No. 28626
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bin storage facilities shall provide for waste disposal supporting both this Development and the neighbouring site within which it is situated.

9.3.2 It is anticipated that the Corporation shall enter into an agreement with the developer and/or relevant community corporation of the adjoining project setting out the terms and conditions relating to the use of the bin storage facilities and services, which shall include without limitation a sharing of costs, as may be determined by the Developer and the developer and/or community corporation of the adjoining site (acting reasonably).

9.3.3 The Corporation shall do all things reasonably required to give effect to the intent of this paragraph 9.3.

#### 9.4 Down Ramp

9.4.1 It is anticipated that the Common Property shall comprise a down ramp more particularly contained in the area denoted as "K" in the Community Plan, and that the down ramp shall provide for vehicular access (including associated infrastructure which may include electricity supply, water pump, and panel door or the like) for owners, occupiers and invitees of the neighbouring site better known as Lot 705 in DP 95760.

9.4.2 The down ramp shall be for the exclusive use of the neighbouring site currently known as Lot 705 in DP 9576 and/or its future lot owners and community corporation, and the Corporation and the Lot owners within this Development shall make no use or claim with respect to the down ramp the subject of this paragraph 9.4.

9.4.3 It is anticipated that the Corporation shall enter into an agreement with the developer and/or relevant community corporation of the adjoining site setting out the terms and conditions relating to the use of the down ramp and associated services, which shall include without limitation a sharing of costs, as may be determined by the Developer and the developer and/or community corporation of the adjoining site (acting reasonably).

9.4.4 The Corporation shall do all things reasonably required to give effect to the intent of this paragraph 9.4.

#### 9.5 The letter box and bin enclosure area

The letter box and bin enclosure area will be maintained by the Corporation.

#### 9.6 Encroachment of balconies

Encroachment of balconies, canopies and awnings may occur over Dawkins Place. Any such encroachment will be approved and/or formalised with the Council under the provisions of the *Local Government Act*.

#### 9.7 Telecommunications Leases

A portion of the roof may be leased to telecommunications service providers for the erection, maintenance and operation of mobile phone and other telecommunications towers, networks, services, facilities, plant and equipment and associated purposes.

<b>TERMS OF INSTRUMENT</b> <b>NOT CHECKED BY</b> <b>LANDS TITLES OFFICE</b>		<b>SCHEME DESCRIPTION</b> Development No. 020/C031/14 Community Plan No. 28626
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**9.8 General**

The Corporation will co-ordinate the security and maintenance of the Community Parcel and the effective operation of the Common Property and for this purpose may enter into appropriate contracts with third parties for the provision of plant, equipment, goods and services for the benefit of owners of Lots.

**10. OTHER INFORMATION REQUIRED BY THE REGULATIONS**

No other information is required by the regulations.

TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLES OFFICE		SCHEME DESCRIPTION Development No. 020/C031/14 Community Plan No. 28626
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### Execution by Developer

Signed by MICHAEL MINAS LOUCAS of  
17 Euston Avenue Highgate SA 5063 as Attorney  
for FLINDERS 260 CITY LTD A.C.N. 154 885 971  
In the presence of:

.....  
Michael Minas Lucas as Attorney for FLINDERS 260  
PTY LTD  
A.C.N. 154 885 971  
Power of Attorney No. 12068669

Signature of WITNESS - signed in my presence by the APPLICANT  
who is either personally known to me or has satisfied me as to his  
identity. A penalty of up to \$2,000.00 or 6 months imprisonment applies  
for improper witnessing.

.....  
Print full name of witness (BLOCK LETTERS)

278 Flinders Street Adelaide 5000  
Address of Witness

Day time Phone No. 08 8206 8444

Signed by MICHAEL MINAS-LOUCAS of  
17 Euston Avenue Highgate SA 5063 as Attorney  
for DOT TWO PTY LTD A.C.N. 158 972 117  
In the presence of:

.....  
Michael Minas Lucas as Attorney for DOT TWO PTY  
LTD  
A.C.N. 158 972 117  
Power of Attorney No. 12195369

Signature of WITNESS - signed in my presence by the APPLICANT  
who is either personally known to me or has satisfied me as to his  
identity. A penalty of up to \$2,000.00 or 6 months imprisonment applies  
for improper witnessing.

.....  
Print full name of witness (BLOCK LETTERS)

278 Flinders Street Adelaide 5000  
Address of Witness

Day time Phone No. 08 8206 8444

TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLES OFFICE		SCHEME DESCRIPTION Development No. 020/C031/14 Community Plan No. 28626
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**Endorsement by Relevant Development Authority**

Adelaide City Council hereby endorses this Scheme Description in accordance with Section 14(4)(d) of the *Community Titles Act 1996* as follows:

1. All the consents of approvals required under the Development Act 1993 in relation to the division of the land (and a change in the use of the land (if any)) in accordance with this Scheme Description and the relevant plan of community division under the Community Titles Act 1996 have been granted.\*

OR

~~No consent or approval is required under the Development Act 1993 in relation to the division of the land (or a change in the use of the land) in accordance with this scheme description.~~

(\*delete that which is not applicable)

2. This endorsement does not limit a relevant authority's right to refuse, or to place conditions on, development authorisation under the Development Act 1993 in relation to any other development envisaged by this Scheme Description.

This Scheme Description is endorsed by the Adelaide City Council.

Signed:.....  
*Michael*  
As delegate of the Adelaide City Council

Witness:.....  
*John*

Date: ..... 11/2/15 .....

<b>TERMS OF INSTRUMENT</b> <b>NOT CHECKED BY</b> <b>LANDS TITLES OFFICE</b>		<b>SCHEME DESCRIPTION</b> <b>Development No. 020/C031/14</b> <b>Community Plan No. 28626</b>
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**Attachment**

**Decision Notification Forms**

**Provisional Development Plan Consent DA/949/2013 dated 03/03/2014**

**Development Approval 020/C031/14 dated 12/01/15**

Enquiries: **Matthew Field 8203 7207**  
Reference: **F/LD/0030/2014**

Adelaide City Council  
ABN 20 903 762 572  
25 Pirie Street, Adelaide  
GPO Box 2252 Adelaide  
South Australia 5001  
Tel: 08 8203 7203  
Fax: 08 8203 7575  
[www.adelaidecitycouncil.com](http://www.adelaidecitycouncil.com)

13 January 2015

037

FLINDERS 260 P/L

c/- Carwardine & Assoc  
27 Lorne St  
ALDERLEY QLD 4051

Dear Sir/Madam

**Application:** LD/30/2014 (DAC: 020/C031/14 – Unique ID:48798)  
**Address:** 246-248 Flinders Street & 250-252 Flinders Street, 13-17 Dawkins Place,  
ADELAIDE SA 5000  
**Description:** Land Division - create 23 titles from 1.

**Development Approval**

Please find enclosed a Decision Notification Form in respect to the above-mentioned application. You will note that Development Plan Consent/Development Approval has been issued and that conditions have been attached to this consent/approval.

I advise that pursuant to Section 86(1) of the Development Act, 1993 you have the right of appeal to the Environment, Resources and Development Court, against any conditions which have been imposed on this consent/approval. Pursuant to the provisions of Section 86(4) of the Development Act, 1993 any such appeal should be lodged with the Environment, Resources and Development Court within 2 months after the applicant receives notice of the decision, unless the Court in its discretion allows an extension of time.

The Environment, Resources and Development Court is located in the Sir Samuel Way Building, Victoria Square, Adelaide 5000 (Postal Address: GPO Box 2465, Adelaide 5001).

**Please be advised that this approval will lapse twelve months after the operative date of the approval unless the development has been commenced by substantial work on the site of the development. In addition, the development must be substantially or fully completed within 3 years of the operative date of the approval.**

The "operative date" is the date on which the approval is given or, in the event of an appeal, the date upon which all substantive issues raised by any appeal have been finally determined.

Should you require any further information or assistance, do not hesitate to contact me.

Yours faithfully



Matthew Field  
Planning Officer – Planning Assessment



## DECISION NOTIFICATION FORM

Application Dated: 10-Nov-2014 Application Registered On:	File Reference: F/LD/0030/2014 Contact Officer: Matthew Field 8203 7207
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Application:	LD/30/2014 (DAC: 020/C031/14 – Unique ID:48798)
Applicant:	FLINDERS 260 P/L
Location:	246-248 Flinders Street & 250-252 Flinders Street, 13-17 Dawkins Place, ADELAIDE SA 5000
Description:	Land Division - create 23 titles from 1..

In respect of this proposed development you are informed that:

Nature Of Consent	Consent Status	Date of Decision	No. of Conditions
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Development Plan Consent	Granted	12 January 2015	1
Land Division Consent	Granted	12 January 2015	3
Development Approval	Granted	12 January 2015	4

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

# representation(s) from third parties concerning your category 3 proposal were received.

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

Reason for this decision, any conditions imposed, and the reasons for imposing those conditions are set out on the attached sheet.

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

Date of Decision: 12 January 2015

Development Assessment Commission or delegate

Signed: .....

Council Chief Executive Officer or delegate

Private Certifier

Date: ..... 12/1/15 .....

Sheets Attached

cc Development Assessment Commission



**Application:** LD/30/2014 (DAC: 020/C031/14 – Unique ID:48798)  
**Applicant:** FLINDERS 260 P/L  
**Location:** 246-248 Flinders Street & 250-252 Flinders Street, 13-17 Dawkins Place, ADELAIDE SA 5000  
**Description:** Land Division - create 23 titles from 1.

#### CONDITIONS OF DEVELOPMENT PLAN CONSENT

1. The Development shall be undertaken in accordance with the plans, drawings, specifications and other documents submitted to the Council that are relevant to the consent as listed below:
  - Plan of Proposed Division (8 Sheets) prepared by State Surveys dated 23 October 2014.

to the reasonable satisfaction of the Council except where varied by conditions below (if any).

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

#### CONDITIONS OF BUILDING RULES CONSENT

1. The financial requirements of the SA Water Corporation shall be met for the provision of water supply and sewerage services. The developer must inform potential purchasers of the community lots of the servicing arrangements and seek written agreement prior to settlement, as future alterations would be at full cost to the owner/applicant.

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

2. Payment of \$155712 shall be made into the Planning and Development Fund (24 strata lots @ \$6488/strata lot). Payment can be made by credit card via the Internet at [www.edala.sa.gov.au](http://www.edala.sa.gov.au) or by phone (8303 0724), by cheque payable to the Development Assessment Commission marked "Not Negotiable" and sent to GPO Box 1815, Adelaide, 5001 or in person, at Level 5, 136 North Terrace, Adelaide.

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

3. A final plan complying with the requirements for plans as set out in the Manual of Survey Practice Volume 1 (Plan Presentation and Guidelines) issued by the Registrar General to be lodged with the Development Assessment Commission for Land Division Certificate purposes.

**Reasons:** To satisfy the requirements of the Development Assessment Commission



**Application:** LD/30/2014  
**Applicant:** FLINDERS 260 P/L  
**Location:** 246-248 Flinders Street & 250-252 Flinders Street, 13-17 Dawkins Place, ADELAIDE SA 5000  
**Description:** Land Division - create 23 titles from 1.

#### **ADVISORY NOTES**

The following matters are not conditions of the decision but require your further attention:

##### **Street Numbering**

Any street numbering which may have been indicated on this application has neither been approved nor denied. To avoid any potential confusion regarding the addressing of your development, it is recommended that you contact the Rates and Valuation Section to confirm the correct address prior to the commencement of marketing. The Rates and Valuation Section can be contacted on 8203 7128 or 8203 7129.

##### **Commencement and Completion**

Pursuant to Regulation 74, the Council must be given one business days' notice of the commencement and the completion of the building work on the site. To notify Council, contact City Services on 8203 7185.

##### **DAC Additional Information**

- a) The building(s) are currently under construction.
- b) The building mailing address is yet to be determined by Council's Rates and Valuation Section.

Enquiries: **Matthew Field 8203 7207**  
Reference: **F/DA/0949/2013**

Adelaide City Council  
ABN 20 903 762 572  
25 Pirie Street, Adelaide  
GPO Box 2252, Adelaide  
South Australia 5001  
Tel 08 8203 7203  
Fax 08 8203 7575  
[www.adelaidecitycouncil.com](http://www.adelaidecitycouncil.com)

5 March 2014

045



GUAVA LIME PROPERTY SOLUTIONS  
c/- Lucas Zahos Architects  
270, Flinders St  
ADELAIDE SA 5000

Dear Sir/Madam

**Application:** DA/949/2013

**Address:** 9-17 Dawkins Place, ADELAIDE SA 5000

**Description:** Divide the land to create a single allotment and construct six (6) storey residential flat building comprising 23 apartments with a rooftop garden.

**Development Plan Consent**

Please find enclosed a Decision Notification Form in respect to the above-mentioned application. You will note that Development Plan Consent has been issued and that conditions have been attached to this consent.

I advise that pursuant to Section 86(1) of the Development Act, 1993 you have the right of appeal to the Environment, Resources and Development Court, against any conditions which have been imposed on this consent. Pursuant to the provisions of Section 86(4) of the Development Act, 1993 any such appeal should be lodged with the Environment, Resources and Development Court within 2 months after the applicant receives notice of the decision, unless the Court in its discretion allows an extension of time.

The Environment, Resources and Development Court is located in the Sir Samuel Way Building, Victoria Square, Adelaide 5000 (Postal Address, GPO Box 2465, Adelaide 5001).

**Please be advised that this consent will lapse twelve months after the operative date of the decision.**

The "operative date" is the date on which the approval is given or, in the event of an appeal, the date upon which all substantive issues raised by any appeal have been finally determined.

Should you require any further information or assistance, do not hesitate to contact me.

Yours faithfully

Matthew Field  
Planning Officer – Planning Assessment



## DECISION NOTIFICATION FORM

Application Dated: 18-Nov-2013 Application Registered On: 03-Dec-2013	File Reference: F/DA/0949/2013
	Contact Officer: Matthew Field 8203 7207

<b>Application:</b> DA/949/2013
<b>Applicant:</b> GUAVA LIME PROPERTY SOLUTIONS
<b>Location:</b> 9-17 Dawkins Place, ADELAIDE SA 5000
<b>Description:</b> Divide the land to create a single allotment and construct six (6) storey residential flat building comprising 23 apartments with a rooftop garden.

In respect of this proposed development you are informed that:

Nature Of Consent	Consent Status	Date of Decision	No. of Conditions
-------------------	----------------	------------------	-------------------

Development Plan Consent	Granted	3 March 2014	10
Reserve Matter	Still Required	-	-
Building Rules Consent	Still Required	-	-
Development Approval	Still Required	-	-

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

# representation(s) from third parties concerning your category 3 proposal were received.

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

Reason for this decision, any conditions imposed, and the reasons for imposing those conditions are set out on the attached sheet.

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

Date of Decision: 3 March 2014

Development Assessment Commission or delegate

Signed: ..... *Matthew Field* .....

Council Chief Executive Officer or delegate

Date: ..... 5/3/14 .....

Private Certifier

Sheets Attached



**Application:** DA/949/2013  
**Applicant:** GUAVA LIME PROPERTY SOLUTIONS  
**Location:** 9-17 Dawkins Place, ADELAIDE SA 5000  
**Description:** Divide the land to create a single allotment and construct six (6)storey residential flat building comprising 23 apartments with a rooftop garden.

#### CONDITIONS OF DEVELOPMENT PLAN CONSENT

**1. The Development shall be undertaken in accordance with the plans, drawings, specifications and other documents submitted to the Council that are relevant to the consent as listed below:**

- **Architectural and Planning Statement.**
- **Architectural drawings prepared by Lucas Zahos Architects numbered DD00, DD01, DD02, DD03, DD03B, Finished Board 1 and 2 and Early Conceptual Images**

**to the reasonable satisfaction of the Council except where varied by conditions below (if any).**

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

**2. External materials, surface finishes and colours of the Development shall be consistent with the description and sample hereby granted consent and shall be to the reasonable satisfaction of the Council.**

**Reason:** To ensure a high standard of materials and finishes used in the finished presentation of the Development.

**3. The finished floor level of the ground floor level at the entry points to the development shall match the existing footpath unless otherwise agreed to by the Council in writing.**

**Reason:** To ensure public footpaths remain level and as such pedestrian safety and amenity is not compromised.

**4. The connection of any storm water discharge from the Land to any part of the Council's underground drainage system shall be undertaken in accordance with the Council Policy entitled 'Adelaide City Council Storm Water Requirements' which is attached to this consent to the reasonable satisfaction of the Council.**

**Reason:** To ensure that adequate provision is made for the collection and dispersal of stormwater.

**5. Clear sight lines for users of the loading dock shall be provided to ensure pedestrian safety along the Dawkins Place footpath and shall be provided at all times in accordance with In accordance with AS/NZS 2890.1:2004 Off-street Car Parking.**

**Reason:** To ensure that the Development meets the requirements of the relevant Australian Standards.

**6. The landscaping depicted on the plans shall be maintained in good health and condition at all times to the reasonable satisfaction of the Council. Any dead or diseased plants or trees shall be replaced forthwith to the reasonable satisfaction of the Council.**

**Reason:** To provide amenity for the occupants of buildings and those of adjacent buildings through the provision of landscaping as part of the Development.

**7. Lighting shall be provided to the entries on Dawkins Place and shall be operational during the hours of darkness at all times to the reasonable satisfaction of Council.**

**Reason:** To ensure the Development does not create public areas with insufficient lighting.

**8. The noise level of any air conditioning units located on the Land when assessed at the nearest existing or envisaged future noise sensitive location in or adjacent to the Land shall not exceed 55dB(A) during daytime (7am to 10pm) and 45dB(A) during night time (10pm to 7am) when measured and adjusted in accordance with the relevant environmental noise legislation in operation and applicable to the Land except where it can be demonstrated by the applicant or the person(s) having the benefit of this consent that a high background noise exists in which case such noise levels shall be to the reasonable satisfaction of the Council at all times.**

**Reason:** To ensure that the acoustic amenity of the locality is not unduly affected by air-conditioning noise.

**9. The energy efficiency measures proposed for installation within the Development as detailed in the Report titled Architectural and Planning Statement, prepared by Lucas Zahos Architects forming part of this consent shall be installed within the Development to Council's reasonable satisfaction. Such energy efficiency measures shall be operational prior to the occupation or use of the Development.**

**Reason:** To ensure that the Development achieves a reasonable level of energy efficiency.

**10. The final details of the proposed waste management practices to be adopted by the applicant or the person(s) having the benefit of this consent during the construction of the Development, shall be submitted to and approved by the Council prior to the granting of development approval to the Development. Such details shall include a Waste Management Plan which shall cover the three phases of the Development, namely:**

- 1. Resource recovery during demolition;**
- 2. Waste minimisation and resource recovery during construction; and**
- 3. Resource recovery during occupation or use of the Development including proposed methods of recycling of all recyclable materials.**

**The applicant or the person(s) having the benefit of this consent, shall ensure that such waste management practices are adopted on the Land at all times to the reasonable satisfaction of Council.**

**Reason:** To ensure that adequate waste management practices are adopted during construction of the Development and during use.

**RESERVE MATTER**

**Pursuant to Section 33(3) of the Development Act, 1993, a decision on the following matter is reserved for further assessment pending the provision of further information (and must be resolved prior to granting of Development Approval):**

- A definitive statement shall be submitted from a suitably qualified environmental expert advising that the land is suitable for its intended use. If required by the auditor, the applicant shall prepare a Phase 2 Site Assessment Report**

**(Note: A further Decision Notification Form will be issued when the Reserved Matter has been satisfied with the provision of further information. No work can commence until these matters have been resolved and you have received Development Approval from Council.)**

**CONDITIONS OF BUILDING RULES CONSENT**

**Still Required**



**Application:** DA/949/2013  
**Applicant:** GUAVA LIME PROPERTY SOLUTIONS  
**Location:** 9-17 Dawkins Place, ADELAIDE SA 5000  
**Description:** Divide the land to create a single allotment and construct six (6) storey residential flat building comprising 23 apartments with a rooftop garden.

#### **ADVISORY NOTES**

The following matters are not conditions of the decision but require your further attention:

##### **Street Numbering**

Any street numbering which may have been indicated on this application has neither been approved nor denied. The correct street addressing for this development can be confirmed by contacting the Rates and Valuation Section on 8203 7128 or 8203 7129.

##### **Commencement and Completion**

Pursuant to Regulation 74, the Council must be given one business day's notice of the commencement and the completion of the building work on the site. To notify Council, call 8203 7185.

##### **Residential Parking Permits**

No on-street residential parking permits will be issued for use by occupants of, or visitors to, the development herein approved (unless the subject site meets the relevant criteria).

Please contact Council's Vehicle Permit Officer on 8203 7457 for further information.

##### **Building and Encroachment Consent for Approval**

Development Approval will not be granted until Building Rules Consent and Encroachment Consent have been obtained. A separate application must be submitted for such consents. No building work or change of classification is permitted until the Development Approval has been obtained.

##### **Encroachment Permit**

An Encroachment Permit will be separately issued for the proposed encroachment into the public realm when Development Approval is granted. In particular your attention is drawn to the following:

- An annual fee may be charged in line with the Encroachment Policy.
- Permit renewals are issued on an annual basis for those encroachments that attract a fee.
- Unauthorised encroachments will be required to be removed.

Please contact the Approvals Section on 8203 7421 for further information.

##### **Expiration Time of Approval**

Pursuant to the provisions of Regulation 48 under the Development Act 1993, this consent will lapse at the expiration of 12 months from the operative date of the consent unless the relevant development has been lawfully commenced by substantial work on the site of the development within 12 months, in which case the approval will lapse within 3 years from

the operative date of the approval subject to the proviso that if the development has been substantially or fully completed within those 3 years, the approval will not lapse.

#### **Boundaries**

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

#### **Public Utilities**

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

In addition you are advised that the installation of an SA Power Networks transformer within the building may require the submission of a variation application. Furthermore, any proposal to install electricity infrastructure including a transformer or switching cubicle within the public realm will require the consent of Council and may not be forthcoming.

#### **Building Site Management Plan**

A Building Site Management Plan is required prior to construction work beginning on site. The Building Site Management Plan should include details of such items as:

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

#### **Site Theft**

Insecure building sites have been identified as a soft target for vandalism and theft of general building materials. The Adelaide Local Service Area Police and the Adelaide City Council are working together to help improve security at building sites. Items most commonly stolen or damaged are tools, water heaters and white goods. To minimise the risk of theft and damage, consider co-ordinating the delivery and installation of the goods on the same day. Work with your builder to secure the site with a fence and lockable gate. Securing the site is essential to prevent unauthorised vehicle access and establishes clear ownership. If you have any further enquiries about ways to reduce building site theft, please do not hesitate to contact the Adelaide Local Service Area Community Programs Section on 8463 7024. Alternatively, you can contact Adelaide City Council for further assistance and information by calling Nick Nash on 8203 7562.

#### **Crossing Places**

There is no objection to the proposed alterations to the existing vehicle crossing place in Dawkins Place, however the work will be undertaken by Council and the cost of the work will be charged to the applicant. Separate application for the crossing place(s) is required and the applicant can obtain a form from Customer Service, 25 Pirie Street, Adelaide, telephone 8203 7203. A quotation for the work will be provided by Council prior to the work being undertaken.

#### **Damage to Council's Footpath / Kerbing / Road Pavement / Verge**

Section 779 of the Local Government Act provides that where damage to Council footpath / kerbing / road pavement / verge occurs as a result of the development, the owner / applicant shall be responsible for the cost of Council repairing the damage.



Level 13, 431 King William Street  
Adelaide SA 5000

## Certificate of Currency

### CHU Residential Strata Insurance Plan

<b>Policy No</b>	<b>HU0010467</b>
<b>Policy Wording</b>	CHU RESIDENTIAL STRATA INSURANCE PLAN
<b>Period of Insurance</b>	11/03/2025 to 11/03/2026 at 4:00pm
<b>The Insured</b>	COMMUNITY CORPORATION NO. 28626 INC.
<b>Situation</b>	250 FLINDERS STREET ADELAIDE SA 5000

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### Policies Selected

#### Policy 1 – Insured Property

Building: \$9,990,000

Common Area Contents: \$0

Loss of Rent & Temporary Accommodation (total payable): \$1,498,500

#### Policy 2 – Liability to Others

Sum Insured: \$20,000,000

#### Policy 3 – Voluntary Workers

Death: \$200,000

Total Disablement: \$2,000 per week

#### Policy 4 – Fidelity Guarantee

Sum Insured: \$100,000

#### Policy 5 – Office Bearers' Legal Liability

Sum Insured: \$250,000

#### Policy 6 – Machinery Breakdown

Not Selected

#### Policy 7 – Catastrophe Insurance

Not Selected

#### Policy 8 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000

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

Legal Defence Expenses: \$50,000

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

Sum Insured: \$250,000



**Flood Cover is included.**

Date Printed

12/03/2025

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



**Date:** 18 November 2025

**Email:** [city@cityofadelaide.com.au](mailto:city@cityofadelaide.com.au)

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

T (08) 8203 7203  
F (08) 8203 7575  
W [cityofadelaide.com.au](http://cityofadelaide.com.au)

Dear Sir/Madam,

ABN 20 903 762 572

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

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

**Title Reference** CT-6153/58  
**Owner Name** Mr A H Neave and Mrs W E Neave  
**Address of Property** Floor 4 402/250 Flinders Street, ADELAIDE SA 5000

You are advised:

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

In addition:

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

Yours faithfully,

A handwritten signature in black ink, appearing to read 'Michael Sedgman'.

pp  
Michael Sedgman  
Chief Executive Officer



CITY OF  
ADELAIDE

**THE CORPORATION OF THE CITY OF ADELAIDE  
LOCAL GOVERNMENT RATES SEARCH**

**Rates & Property Enquiries: 8203 7203**

Email: [city@cityofadelaide.com.au](mailto:city@cityofadelaide.com.au)

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

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

T (08) 8203 7203  
F (08) 8203 7575  
W [cityofadelaide.com.au](http://cityofadelaide.com.au)

Dear Sir/Madam

ABN 20 903 762 572

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

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

<b>Date Received</b>	11 November 2025
<b>Receipt Number</b>	7014237
<b>Document Issue Date</b>	13 November 2025
<b>Property Address</b>	Floor 4 402/250 Flinders Street, ADELAIDE SA 5000
<b>Property Description</b>	Lot 402 CP 28626
<b>Property Titles</b>	CT-6153/58
<b>Owner of Property</b>	Mr A H Neave and Mrs W E Neave

**Local Government Act 1999 [Act]**

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

**Section 179**

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

***Fines for Late Payment:***

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

Yours faithfully,

PP  
Michael Sedgman  
Chief Executive Officer

## Assessment No: 37385 2

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

<b>Property Location</b>	<b>Floor 4 402/250 Flinders Street,</b>
Rateable Valuation	\$13,400
Arrears	\$0.00
Arrears Legal Fees	\$0.00
<b>Gross Rates</b>	<b>\$1,566.15</b>
(includes Regional Landscape Levy)	
Interest, Current	\$0.00
Interest, Arrears	\$0.00
Rebates	\$0.00
Legal Charges, Current	\$0.00
Deferred Debts	\$0.00
	\$0.00
Paid	\$-783.15
Overpayments	\$0.00
Refunds	\$0.00
<b>Outstanding Balance</b>	<b>\$783.00</b>

ABN 20 903 762 572

T (08) 8203 7203  
F (08) 8203 7575  
W [cityofadelaide.com.au](http://cityofadelaide.com.au)



CITY OF  
ADELAIDE

**Change of Ownership – New Owner Information**

**Rates & Property Enquiries: 8203 7203**

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

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

**Name:** SEARCHLIGHT TECHNOLOGY P/L

T (08) 8203 7203  
F (08) 8203 7575  
W [cityofadelaide.com.au](http://cityofadelaide.com.au)

**Address:** PO Box 232, RUNDLE MALL SA 5000

**ABN** 20 903 762 572

**File reference:**

**Phone number:**

<b>Certificate of Title:</b>	CT-6153/58
<b>Property Description:</b>	Lot 402 CP 28626
<b>Property Address:</b>	Floor 4 402/250 Flinders Street, ADELAIDE SA 5000
<b>Previous Owner:</b> <b>(Full names)</b>	Mr A H Neave and Mrs W E Neave
<b>New Owner:</b> <b>(Titles and full names)</b>	
<b>New Owner's Postal address for future notices:</b> <b>(or managing agent)</b>	
<b>New Owner's Postal address for general mail: (if different to above)</b>	
<b>New Owner's contact phone number(s):</b>	
<b>New Owner's email address:</b>	
<b>Settlement Date:</b>	

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

## PREScribed INFORMATION

**Address:** Floor 4 402/250 Flinders Street, ADELAIDE SA 5000 **Reference:** 2015/01100  
**Certificate of Title:** CT-6153/58 **Dated:** 13 November 2025

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

<b>Repealed Act conditions</b>	
Condition (that continues to apply) of an approval or authorisation granted under the <u>Building Act 1971 (repealed)</u> , the <u>City of Adelaide Development Control Act 1976 (repealed)</u> , the <u>Planning Act 1982 (repealed)</u> or the <u>Planning and Development Act 1966 (repealed)</u>	Nature of Condition(s):

## PRESCRIBED INFORMATION

<b>Planning, Development and Infrastructure Act 2016</b>	
Part 5 – Planning and Design Code	<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): <b>Refer to attached PlanSA Section 7 Report</b></p> <p>Is there a State heritage place on the land or is the land situated in a State heritage area? *YES/NO</p> <p>Is the land designated as a local heritage place? *YES/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? *YES/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? *YES/NO</p>
Section 127 - Condition (that continues to apply) of a development authorisation	<p><b>Date of authorisation:</b></p> <p><b>Name of relevant authority that granted authorisation:</b></p> <p><b>Condition(s) of authorisation:</b></p> <p><b>Refer to attached PlanSA Section 7 Report</b></p>

## PRESCRIBED INFORMATION

### **Part 2—Items to be included if land affected**

*[If an item is not applicable, strike it out or write "NOT APPLICABLE" or "N/A" in column 1, or else omit the items and headings that are not applicable.]*

#### **Development Act 1993**

<p><del>section 50(1) Requirement to vest land in a council or the Crown to be held as open space</del></p>	<p><b>Date requirement given:</b> <b>Name of body giving requirement:</b> <b>Nature of requirement:</b> <b>Contribution payable (if any):</b></p>
<p><del>section 50(2) Agreement to vest land in a council or the Crown to be held as open space</del></p>	<p><b>Date of agreement:</b> <b>Names of parties:</b> <b>Terms of agreement:</b> <b>Contribution payable (if any):</b></p>
<p><del>section 55 Order to remove or perform work</del></p>	<p><b>Date of order:</b> <b>Terms of order:</b> <b>Building work (if any) required to be carried out:</b> <b>Amount payable (if any):</b></p>
<p><del>section 56 Notice to complete development</del></p>	<p><b>Date of notice:</b> <b>Requirements of notice:</b> <b>Building work (if any) required to be carried out:</b> <b>Amount payable (if any):</b></p>
<p><del>Section 57 – Land management agreement</del></p>	<p><b>Date of agreement:</b> <b>Names of parties:</b> <b>Terms of agreement:</b></p>

<p><del>Section 69 – Emergency Order</del></p>	<p><b>Date of order:</b> <b>Name of authorised officer who made order:</b> <b>Name of authority that appointed authorised officer:</b> <b>Nature of order:</b> <b>Amount payable (if any):</b></p>
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## PRESCRIBED INFORMATION

Section 71 – Fire safety notice	<p><u>Date of notice:</u>  <u>Name of authorised officer giving notice:</u>  <u>Requirements of notice:</u>  <u>Building work (if any) required to be carried out:</u>  <u>Amount payable (if any):</u></p>
Section 84 – Enforcement notice	<p><u>Date notice given:</u>  <u>Name of relevant authority giving notice:</u>  <u>Nature of directions contained in notice:</u>  <u>Building work (if any) required to be carried out:</u>  <u>Amount payable (if any):</u></p>
section 85(6), 85(10) or 106—Enforcement order	<p><u>Date order made:</u>  <u>Name of court that made order:</u>  <u>Action number:</u>  <u>Names of parties:</u>  <u>Terms of order:</u>  <u>Building work (if any) required to be carried out:</u></p>
Part 11 Division 2—Proceedings	<p><u>Date of commencement of proceedings:</u>  <u>Date of determination or order (if any):</u>  <u>Terms of determination or order (if any):</u></p>
<b>Confirmed – Planning/Development Section .....</b>	
<b>Fire and Emergency Services Act 2005</b>	
section 105F (or section 56 or 83 (repealed))—Notice of action required concerning flammable materials on land	<p><u>Date of notice:</u>  <u>Person or body who issued notice:</u>  <u>Requirements of notice (as stated therein):</u>  <u>Amount payable (if any):</u></p>
<b>Confirmed – Enforcement/Compliance section: .....</b>	
<b>Food Act 2001</b>	
section 44—Improvement notice	<p><u>Date of notice:</u>  <u>Name of authorised officer who served notice:</u>  <u>Name of authority that appointed officer:</u>  <u>Requirements of notice:</u></p>

## PRESCRIBED INFORMATION

section 46—Prohibition order	<p>Date of order:</p> <p>Name of authority or person who served order:</p> <p>Requirements of order:</p>
<b>Confirmed – Environmental Health section: .....</b>	
<b><i>Housing Improvement Act 1940</i></b>	
section 23—declaration that house is undesirable or unfit for human habitation	<p>Date of declaration:</p> <p>Those particulars required to be provided by a council under section 23:</p>
Part 7 (rent control for substandard houses) – Notice or declaration	<p>Date of notice or declaration</p> <p>Those particulars required to be provided by the housing authority under section 60:</p>
<b>Confirmed – Building/Development section: .....</b>	
<b><i>Land Acquisition Act 1969</i></b>	
Section 10 – Notice of intention to acquire	<p>Date of notice:</p> <p>Name of Authority who served notice:</p> <p>Description of land intended to be acquired (as described in the notice):</p>

## PRESCRIBED INFORMATION

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

## PRESCRIBED INFORMATION

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

**PREScribed INFORMATION**

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

## PRESCRIBED INFORMATION

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

## PREScribed INFORMATION

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

## PRESCRIBED INFORMATION

### Particulars of Building Indemnity Insurance

#### Note—Building indemnity insurance is not required for—

- (a) domestic building work for which approval under the *Planning, Development and Infrastructure Act 2016*, the repealed *Development Act 1993* or the repealed *Building Act 1971* is or was not required; or
- (b) minor domestic building work (see section 3 of the *Building Work Contractors Act 1995*); or
- (c) domestic building work commenced before 1 May 1987; or
- (d) building work in respect of which an exemption from the application of Division 3 of Part 5 of the *Building Work Contractors Act 1995* applies under the *Building Work Contractors Regulations 2011*; or
- (e) building work in respect of which an exemption from the application of Division 3 of Part 5 of the *Building Work Contractors Act 1995* has been granted under section 45 of that Act.

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

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

- 1 Name(s) of person(s) insured: .....
- 2 Name of insurer: .....
- 3 Limitations on the liability of the insurer: .....
- 4 Name of builder: .....
- 5 Builder's licence number: .....
- 6 Date of issue of insurance: .....
- 7 Description of insured building work:  
.....  
.....  
.....

#### Exemption from holding insurance:

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

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

If YES, give details:

- (a) Date of the exemption: .....
- (b) Name of builder granted the exemption: .....
- (c) Licence number of builder granted the exemption: .....
- (d) Details of building work to which the exemption applies:  
.....  
.....  
.....
- (e) Details of conditions (if any) to which the exemption is subject:  
.....  
.....  
.....

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

## PRESCRIBED INFORMATION

### ***Particulars relating to Environment Protection***

#### **Further information held by councils**

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

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

**\*YES/NO Refer to Attachment**

#### **Note—**

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

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

It should be noted that—

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

## ATTACHMENTS

### Attachment – Development Conditions



#### DECISION NOTIFICATION FORM

Application Dated: <b>23 Dec 2013</b> Application Registered On: <b>23 Dec 2013</b>	File Reference: <b>F/LD/0025/2013</b> Contact Officer: <b>Matthew Field 8203 7207</b>
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<b>Application:</b>	LD/25/2013 (DAC: 020/D024/13 - Unique ID: 45973)
<b>Applicant:</b>	LOUCAS ZAHOS ARCHITECTS
<b>Location:</b>	242-244 Flinders Street & 246-252 Flinders Street, ADELAIDE SA 5000
<b>Description:</b>	Land Division - boundary adjustment.

In respect of this proposed development you are informed that:

Nature Of Consent	Consent Status	Date of Decision	No. of Conditions
Development Plan Consent	Granted	21 March 2014	1
Land Division Consent	Granted	21 March 2014	2
Development Approval	Granted	21 March 2014	3

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

# representation(s) from third parties concerning your category 3 proposal were received.

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

Reason for this decision, any conditions imposed, and the reasons for imposing those conditions are set out on the attached sheet.

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

Date of Decision: **21 March 2014**  Development Assessment Commission or delegate  
Signed: *Matthew*  Council Chief Executive Officer or delegate  
Date: **21/3/14**  Private Certifier  Sheets Attached

## PRESCRIBED INFORMATION



**Application:** LD/25/2013  
(DAC: 020/D024/13 - Unique ID: 45973)

**Applicant:** LOUCAS ZAHOS ARCHITECTS

**Location:** 242-244 Flinders Street & 246-252 Flinders Street, ADELAIDE SA 5000

**Description:** Land Division - boundary adjustment.

### CONDITIONS OF PROVISIONAL DEVELOPMENT PLAN CONSENT

- 1. The Development shall be undertaken in accordance with the plans, drawings, specifications and other documents submitted to the Council that are relevant to the consent as listed below:**
  - Plan prepared by State Surveys dated 17 December 2013.**  
**to the reasonable satisfaction of the Council except where varied by conditions below (if any).**

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

### CONDITIONS OF LAND DIVISION CONSENT

- 1. SA Water has no requirements pursuant to the Development Act. Existing Services & Structures**

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

- 2. A final plan complying with the requirements for plans as set out in the Manual of Survey Practice Volume 1 (Plan Presentation and Guidelines) issued by the Registrar General to be lodged with the Development Assessment Commission for Land Division Certificate purposes.**

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

## PREScribed INFORMATION



### AMENDED DECISION NOTIFICATION FORM

Application Dated: 05-Aug-2014 Application Registered On: 05-Aug-2014	File Reference: F/DA/0949/2013/2 Contact Officer: Damien Roland 8203 7697
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<b>Application:</b> DA/949/2013/2
<b>Applicant:</b> FLINDERS 260 P/L and GUAVA LIME PROPERTY SOLUTIONS
<b>Location:</b> 9-17 Dawkins Place, ADELAIDE SA 5000
<b>Description:</b> Divide the land to create a single allotment and construct six (6)storey residential flat building comprising 23 apartments with a rooftop garden - APPROVAL STAGE 3 - BALANCE OF WORKS

In respect of this proposed development you are informed that:

Nature Of Consent	Consent Status	Date of Decision	No. of Conditions
Development Plan Consent	Granted	3 March 2014	10
Reserved Matter	Granted	21 August 2014	-
Encroachment Consent	Granted	21 August 2014	1
Building Rules Consent	Granted	4 August 2014	0
Development Approval	Granted	21 August 2014	11

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

# representation(s) from third parties concerning your category 3 proposal were received.

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

Reason for this decision, any conditions imposed, and the reasons for imposing those conditions are set out on the attached sheet.

Date of Decision: 21 August 2014

Development Assessment Commission or delegate

Signed: ..... 

Council Chief Executive Officer or delegate

Date: ..... 25/8/14

Private Certifier

Sheets Attached

## PREScribed INFORMATION



**Application:** DA/949/2013/2  
**Applicant:** FLINDERS 260 P/L and GUAVA LIME PROPERTY SOLUTIONS  
**Location:** 9-17 Dawkins Place, ADELAIDE SA 5000  
**Description:** Divide the land to create a single allotment and construct six (6)storey residential flat building comprising 23 apartments with a rooftop garden - APPROVAL STAGE 3 - BALANCE OF WORKS

### CONDITIONS OF DEVELOPMENT PLAN CONSENT

**1. The Development shall be undertaken in accordance with the plans, drawings, specifications and other documents submitted to the Council that are relevant to the consent as listed below:**

- **Architectural and Planning Statement.**
- **Architectural drawings prepared by Lucas Zahos Architects numbered DD00, DD01, DD02, DD03, DD03B, Finished Board 1 and 2 and Early Conceptual Images**

**to the reasonable satisfaction of the Council except where varied by conditions below (if any).**

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

**2. External materials, surface finishes and colours of the Development shall be consistent with the description and sample hereby granted consent and shall be to the reasonable satisfaction of the Council.**

**Reason:** To ensure a high standard of materials and finishes used in the finished presentation of the Development.

**3. The finished floor level of the ground floor level at the entry points to the development shall match the existing footpath unless otherwise agreed to by the Council in writing.**

**Reason:** To ensure public footpaths remain level and as such pedestrian safety and amenity is not compromised.

**4. The connection of any storm water discharge from the Land to any part of the Council's underground drainage system shall be undertaken in accordance with the Council Policy entitled 'Adelaide City Council Storm Water Requirements' which is attached to this consent to the reasonable satisfaction of the Council.**

**Reason:** To ensure that adequate provision is made for the collection and dispersal of stormwater.

**5. Clear sight lines for users of the loading dock shall be provided to ensure pedestrian safety along the Dawkins Place footpath and shall be provided at all times in accordance with in accordance with AS/NZS 2890.1:2004 Off-street Car Parking.**

**Reason:** To ensure that the Development meets the requirements of the relevant Australian Standards.

## PREScribed INFORMATION

**6. The landscaping depicted on the plans shall be maintained in good health and condition at all times to the reasonable satisfaction of the Council. Any dead or diseased plants or trees shall be replaced forthwith to the reasonable satisfaction of the Council.**

**Reason:** To provide amenity for the occupants of buildings and those of adjacent buildings through the provision of landscaping as part of the Development.

**7. Lighting shall be provided to the entries on Dawkins Place and shall be operational during the hours of darkness at all times to the reasonable satisfaction of Council.**

**Reason:** To ensure the Development does not create public areas with insufficient lighting.

**8. The noise level of any air conditioning units located on the Land when assessed at the nearest existing or envisaged future noise sensitive location in or adjacent to the Land shall not exceed 55dB(A) during daytime (7am to 10pm) and 45dB(A) during night time (10pm to 7am) when measured and adjusted in accordance with the relevant environmental noise legislation in operation and applicable to the Land except where it can be demonstrated by the applicant or the person(s) having the benefit of this consent that a high background noise exists in which case such noise levels shall be to the reasonable satisfaction of the Council at all times.**

**Reason:** To ensure that the acoustic amenity of the locality is not unduly affected by air-conditioning noise.

**9. The energy efficiency measures proposed for installation within the Development as detailed in the Report titled Architectural and Planning Statement, prepared by Loucas Zahos Architects forming part of this consent shall be installed within the Development to Council's reasonable satisfaction. Such energy efficiency measures shall be operational prior to the occupation or use of the Development.**

**Reason:** To ensure that the Development achieves a reasonable level of energy efficiency.

**10. The final details of the proposed waste management practices to be adopted by the applicant or the person(s) having the benefit of this consent during the construction of the Development, shall be submitted to and approved by the Council prior to the granting of development approval to the Development. Such details shall include a Waste Management Plan which shall cover the three phases of the Development, namely:**

- 1. Resource recovery during demolition;**
- 2. Waste minimisation and resource recovery during construction; and**
- 3. Resource recovery during occupation or use of the Development including proposed methods of recycling of all recyclable materials.**

**The applicant or the person(s) having the benefit of this consent, shall ensure that such waste management practices are adopted on the Land at all times to the reasonable satisfaction of Council.**

**Reason:** To ensure that adequate waste management practices are adopted during construction of the Development and during use.

## PRESCRIBED INFORMATION



**Application:** DA/949/2013/2  
**Applicant:** FLINDERS 260 P/L and GUAVA LIME PROPERTY SOLUTIONS  
**Location:** 9-17 Dawkins Place, ADELAIDE SA 5000  
**Description:** Divide the land to create a single allotment and construct six (6)storey residential flat building comprising 23 apartments with a rooftop garden - APPROVAL STAGE 3 - BALANCE OF WORKS

### RESERVED MATTERS

**Pursuant to Section 33(3) of the Development Act, 1993, a decision on the following matter is reserved for further assessment pending the provision of further information (and must be resolved prior to granting of Development Approval):**

- A definitive statement shall be submitted from a suitably qualified environmental expert advising that the land is suitable for its intended use. If required by the auditor, the applicant shall prepare a Phase 2 Site Assessment Report

(Note: A further Decision Notification Form will be issued when the Reserved Matter has been satisfied with the provision of further information. No work can commence until these matters have been resolved and you have received Development Approval from Council.)

**NOTE: This reserved matter has now been resolved.**

### CONDITIONS OF BUILDING RULES CONSENT

**Private Certifier Katnich Dodd imposes Nil conditions (ref: PC50454.3A)**

## PREScribed INFORMATION



**Application:** DA/949/2013/2  
**Applicant:** FLINDERS 260 P/L and GUAVA LIME PROPERTY SOLUTIONS  
**Location:** 9-17 Dawkins Place, ADELAIDE SA 5000  
**Description:** Divide the land to create a single allotment and construct six (6)storey residential flat building comprising 23 apartments with a rooftop garden - APPROVAL STAGE 3 - BALANCE OF WORKS

### CONDITIONS OF ENCROACHMENT CONSENT

The encroachments over the public realm that are covered by this consent are listed as follows:

Type of Encroachment	Area (m <sup>2</sup> )
Balcony (Levels 1-6)	2.5m x 1.0m =2.5m <sup>2</sup>
<b>CONDITIONS:</b> <b>1. Lighting to the proposed verandah(s)/awnings(s)/Canopy(ies) shall be installed in accordance with Council's Under Verandah/Awning Lighting Guidelines and operated during the hours of darkness.</b>  <b>Note:</b> Associated maintenance and operating costs including electricity charges are the responsibility of the property owner.	

#### Note:

There may be additional conditions or annual licence fees applicable subject to assessment and issue of a separate street occupation permit by the Council's City Services Division.

If you need further advice on this matter, please contact City Services on 8203 7341 for assistance.

## PREScribed INFORMATION

20 Greenhill Rd Wayville SA 5034  
PO Box 109 Goodwood SA 5034  
T 08 8273 0888 F 08 8273 0800  
katnichdodd.com.au

ABN 44 303 725 328



Building Certifiers

Knowledgeable  
Dependable

PC50454.3A

### DECISION NOTIFICATION FORM

Development No: DA/0949/2013	Dated:	Registered On:
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To:	FLINDERS 260 PTY LTD GPO BOX 706 BRISBANE QLD 4001
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#### LOCATION OF PROPOSED DEVELOPMENT

House 1-17	Lot No: 13	Street: DAWKINS PLACE TUCKER STREET	Suburb: ADELAIDE
Section	Volume:	Folio:	Hundred:

#### NATURE OF PROPOSED DEVELOPMENT

APARTMENTS (6 STOREY - "ZEN 1") - APPROVAL STAGE 3 – BALANCE OF WORKS
---

In respect of this proposed development you are informed that:

NATURE OF CONSENT	CONSENT GRANTED	NUMBER OF CONDITIONS	CONSENT REFUSED	NOT APPLICABLE
Development Plan Consent	---	---	---	---
Land Division	---	---	---	---
Land Division (strata)	---	---	---	---
Building Rules Consent	4/8/14	NIL	---	---
Public Space	N/A	---	---	---
Other	N/A	---	---	---
DEVELOPMENT APPROVAL	---	---	---	---

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

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

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

Signed:

Date: 4 August, 2014

(1) Private Certifier  
(3) Sheets Attached

## PREScribed INFORMATION



Building Certifiers  
Knowledgeable  
Dependable

PC50454.3A

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

BUILDING WORK: APARTMENTS (6 STOREY - "ZEN 1") -  
APPROVAL STAGE 3 – BALANCE OF WORKS  
SITE ADDRESS: 1-17 DAWKINS PLACE, 13 TUCKER STREET  
APPLICANT: LOUCAS ZAHOS ARCHITECTS  
OWNER: FLINDERS 260 PTY LTD  
CLASSIFICATION: 2  
RISE IN STOREYS: 6  
TYPE OF CONSTRUCTION: A  
DEVELOPMENT APPLN: DA/0949/2013

### UNCONDITIONAL CONSENT

#### Notes:

The proprietary type materials and products as specified either on the architectural plans or specification are to be selected and installed in accordance with the manufacturers recommendations and relevant standards.

The certified drawings/ documents will be issued by the Council with the notification of development approval.

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

Fire precautions must be taken during construction in accordance with BCA-E1.9. The builder must also ensure, once the method of construction has been determined, that the design of the building/structure adequately accommodates the anticipated *construction activity actions*.

The BCA does not contain deemed-to-satisfy provisions for demolition works.  
The applicant should liaise separately with the relevant authority and the SafeWork SA business unit of DPTI.

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

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

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

## PRESCRIBED INFORMATION

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

- 1 a *Statement of Compliance Part A* from the licensed building work contractor who carried out the relevant work or who was in charge of carrying out the relevant work; or if there is no such licensed building work contractor- from a registered building work supervisor or private certifier all in accordance with the attached pro-forma, and also *Part B* which must be signed by the owner of the relevant land, or by someone acting on his or her behalf;
- 2 a certificate of compliance for each essential safety provision, in the appropriate Form 2 under Schedule 16, signed by the installer of the safety provision, or where the installer is a company, signed by the manager responsible for the installation work (refer attached pro-forma);
- 3 where a building is required by the Building Rules to be equipped with a booster assembly for use by fire fighters; or to have installed a fire alarm that transmits a signal to a fire station; and facilities for fire detection, fire fighting or the control of smoke must be installed in the building pursuant to an approval under the Act, the "wet" and/or "dry" report(s) from the SA Fire Services as to whether those facilities have been installed and operate satisfactorily.

**PLEASE ENSURE THAT THESE FORMS ARE PASSED ON TO THE OWNER & BUILDER.**

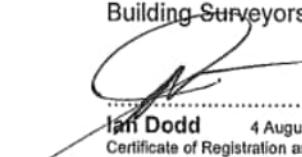
For building work prescribed in regulation 75, the building owner, must, at least 28 days before the building work is commenced cause to be served on the owner of the affected land or premises a notice of intention to perform the building work and the nature of that work, as required by Section 60

Pursuant to the Local Government Act, the builder may be required to erect and maintain hoardings and platforms for the protection of the public on adjoining streets and footpaths as directed by the Council.

Wet area details including floor grades, set-downs and water resistant surfaces shall comply with Minister's Specification SA F1.7-2004 & AS3740-2010..

**IMPORTANT:** This report does not imply compliance with the Electricity Act, 1996 as amended (building within prescribed distances of adjacent power lines) or the regulations thereunder (including Regulations prescribed for purposes of Section 86), the Occupational Health, Safety & Welfare Act 1986, the (State) Equal Opportunity Act, 1984, or with the Commonwealth Disability Discrimination Act, 1993 as amended or with any of the regulations under those Acts. It is the responsibility of the owner and the person erecting the building to ensure compliance with same.

**Katnich Dodd**  
Building Surveyors

  
**Ian Dodd** 4 August, 2014  
Certificate of Registration as a Private Certifier No. 005

## PREScribed INFORMATION



Building Certifiers  
Knowledgeable  
Dependable

PC50454.3A

### ALTERNATIVE SOLUTION ASSESSMENT OF BUILDING CODE OF AUSTRALIA PERFORMANCE REQUIREMENT

BUILDING WORK: APARTMENTS (6 STOREY - "ZEN 1") -  
SITE ADDRESS: 1-17 DAWKINS PLACE, 13 TUCKER STREET  
APPLICANT: LOUCAS ZAHOS ARCHITECTS  
OWNER: FLINDERS 260 PTY LTD  
CLASSIFICATION: 2  
TYPE OF CONSTRUCTION: A  
DEVELOPMENT APPLN: DA/0949/2013

Performance requirement	Deemed to satisfy	Alternative solution
DP4	BCA-E3.5	To permit egress from the upper level lift lobbies to be via the apartments, all subject to : <ul style="list-style-type: none"><li>access to the Ground floor lift lobby shall be via locked doors at all times, and</li><li>access to the Ground floor lift lobby and all apartments shall utilize keys rather than electric locks</li></ul>
DP1	BCA-D3.1	To waive the requirement for accessible sole-occupancy units on the basis that all apartments have been sold to ambulant purchasers.
EP1.1	BCA-E1.4	To delete the requirement for fire hose-reels.

#### ASSESSMENT METHOD (Refer BCA Introduction.)



Documentary evidence as described in A2.2



#### Verification Methods

Verification methods may include the following:

- (a) Calculations - using analytical methods or mathematical models.
- (b) Tests - using a technical procedure either on site or in a laboratory to directly measure compliance with one or more performance criteria.

- (c) Other methods accepted by the relevant authority.

#### Comparison with Deemed-to-Satisfy Provisions

Where Alternative Solutions are used, comparison with the relevant Deemed-to-Satisfy Provisions to determine that they at least perform in an equivalent manner.



- The opinions of suitably qualified and experienced technical experts

#### SUPPORTING DOCUMENTATION

- Loucas Zahos letter to Katnich dodd dated 25 June 2014
- South Australian Fire Services Fire Safety Department "Fire Service Comment & Report" dated 4 June 2014

#### REASONING

The expert opinion of the South Australian Fire Services Fire Safety Department has been accepted and relied upon.

It is determined that the proposed alternative solution satisfies the performance requirement.

Katnich Dodd  
Building Surveyors

Ian Dodd  
4 August, 2014

## PREScribed INFORMATION



### DECISION NOTIFICATION FORM

Application Dated: 24 Oct 2014	File Reference: F/LD/0027/2014
Application Registered On: 24 Oct 2014	Contact Officer: Matthew Field 8203 7207

<b>Application:</b>	LD/27/2014 (DAC: 020/D030/14 - Unique ID: 48797)
<b>Applicant:</b>	FLINDERS 260 P/L
<b>Location:</b>	250-258 Flinders Street, ADELAIDE SA 5000
<b>Description:</b>	Land Division - boundary adjustment.

In respect of this proposed development you are informed that:

Nature Of Consent	Consent Status	Date of Decision	No. of Conditions
Development Plan Consent	Granted	12 January 2015	1
Land Division Consent	Granted	12 January 2015	2
Development Approval	Granted	12 January 2015	3

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

# representation(s) from third parties concerning your category 3 proposal were received.

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

Reason for this decision, any conditions imposed, and the reasons for imposing those conditions are set out on the attached sheet.

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

Date of Decision: 12 January 2015  Development Assessment Commission or delegate

Signed:   Council Chief Executive Officer or delegate

Private Certifier

Date: 12/1/15  Sheets Attached

cc Development Assessment Commission

## PRESCRIBED INFORMATION



**Application:** LD/27/2014 (DAC: 020/D030/14 - Unique ID: 48797)  
**Applicant:** FLINDERS 260 P/L  
**Location:** 250-258 Flinders Street, ADELAIDE SA 5000  
**Description:** Land Division - boundary adjustment.

### CONDITIONS OF PROVISIONAL DEVELOPMENT PLAN CONSENT

- 1. The Development shall be undertaken in accordance with the plans, drawings, specifications and other documents submitted to the Council that are relevant to the consent as listed below:**
  - Plan of Proposed Division prepared by State Surveys dated 15 October 2014.**  
**to the reasonable satisfaction of the Council except where varied by conditions below (if any).**

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

### CONDITIONS OF LAND DIVISION CONSENT

- 1. The financial requirements of SA Water shall be met for the provision of water supply and sewerage services.**  
**The necessary easements shall be vested to SA Water.**  
**The alteration of internal drains to the satisfaction of SA Water is required.**  
**On approval of the application, all internal water piping that crosses the allotment boundaries must be severed or redirected at the developers/owners cost to ensure that the pipework relating to each allotment is contained within its boundaries.**

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

- 2. A final plan complying with the requirements for plans as set out in the Manual of Survey Practice Volume 1 (Plan Presentation and Guidelines) issued by the Registrar General to be lodged with the Development Assessment Commission for Land Division Certificate purposes.**

**Reasons:** To satisfy the requirements of the Development Assessment Commission.

## PREScribed INFORMATION



### DECISION NOTIFICATION FORM

Application Dated: 10 Nov 2014	File Reference: F/LD/0031/2014
Application Registered On: 10 Nov 2014	Contact Officer: Matthew Field 8203 7207

<b>Application:</b>	LD/31/2014 (DAC: 020/C032/14 - Unique ID: 48848)
<b>Applicant:</b>	FLINDERS 260 P/L
<b>Location:</b>	250-258 Flinders Street, 1-11 Dawkins Place, 1-15 Tucker Street, ADELAIDE SA 5000
<b>Description:</b>	Land Division - Create 26 titles from 1.

In respect of this proposed development you are informed that:

Nature Of Consent	Consent Status	Date of Decision	No. of Conditions
Development Plan Consent	Granted	12 January 2015	1
Land Division Consent	Granted	12 January 2015	3
Development Approval	Granted	12 January 2015	4

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

# representation(s) from third parties concerning your category 3 proposal were received.

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

Reason for this decision, any conditions imposed, and the reasons for imposing those conditions are set out on the attached sheet.

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

Date of Decision: 12 January 2015  Development Assessment Commission or delegate

Signed:   Council Chief Executive Officer or delegate

Private Certifier

Date: 12/1/15  Sheets Attached

cc: Development Assessment Commission

## PREScribed INFORMATION



**Application:** LD/31/2014 (DAC: 020/C032/14 - Unique ID: 48848)  
**Applicant:** FLINDERS 260 P/L  
**Location:** 250-258 Flinders Street, 1-11 Dawkins Place, 1-15 Tucker Street, ADELAIDE SA 5000  
**Description:** Land Division - Create 26 titles from 1.

### CONDITIONS OF PROVISIONAL DEVELOPMENT PLAN CONSENT

1. The Development shall be undertaken in accordance with the plans, drawings, specifications and other documents submitted to the Council that are relevant to the consent as listed below:
  - Plan of Proposed Division (10 Sheets) prepared by State Surveys dated 21 October 2014.to the reasonable satisfaction of the Council except where varied by conditions below (if any).

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

### CONDITIONS OF LAND DIVISION CONSENT

1. The financial requirements of the SA Water Corporation shall be met for the provision of water supply and sewerage services. The developer must inform potential purchasers of the community lots of the servicing arrangements and seek written agreement prior to settlement, as future alterations would be at full cost to the owner/applicant.

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

2. Payment of \$155712 shall be made into the Planning and Development Fund (24 strata lots @ \$6488/strata lot). Payment can be made by credit card via the internet at [www.edala.sa.gov.au](http://www.edala.sa.gov.au) or by phone (8303 0724), by cheque payable to the Development Assessment Commission marked "Not Negotiable" and sent to GPO Box 1815, Adelaide, 5001 or in person, at Level 5, 136 North Terrace, Adelaide.

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

3. A final plan complying with the requirements for plans as set out in the Manual of Survey Practice Volume 1 (Plan Presentation and Guidelines) issued by the Registrar General to be lodged with the Development Assessment Commission for Land Division Certificate purposes.

**Reasons:** To satisfy the requirements of the Development Assessment Commission.

## PREScribed INFORMATION



### DECISION NOTIFICATION FORM

Application Dated: <b>10-Nov-2014</b> Application Registered On:	File Reference: <b>F/LD/0030/2014</b> Contact Officer: <b>Matthew Field 8203 7207</b>
---	--

<b>Application:</b>	<b>LD/30/2014 (DAC: 020/C031/14 – Unique ID:48798)</b>
<b>Applicant:</b>	<b>FLINDERS 260 P/L</b>
<b>Location:</b>	<b>246-248 Flinders Street &amp; 250-252 Flinders Street, 13-17 Dawkins Place, ADELAIDE SA 5000</b>
<b>Description:</b>	<b>Land Division - create 23 titles from 1.</b>

In respect of this proposed development you are informed that:

Nature Of Consent	Consent Status	Date of Decision	No. of Conditions
<b>Development Plan Consent</b>	<b>Granted</b>	<b>12 January 2015</b>	<b>1</b>
<b>Land Division Consent</b>	<b>Granted</b>	<b>12 January 2015</b>	<b>3</b>
<b>Development Approval</b>	<b>Granted</b>	<b>12 January 2015</b>	<b>4</b>

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

# representation(s) from third parties concerning your category 3 proposal were received.

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

Reason for this decision, any conditions imposed, and the reasons for imposing those conditions are set out on the attached sheet.

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

Date of Decision: **12 January 2015**

Development Assessment Commission or delegate

Signed: .....

Council Chief Executive Officer or delegate

Date: ..... **12/1/15**.....

Private Certifier

Sheets Attached

cc Development Assessment Commission

## PREScribed INFORMATION



**Application:** LD/30/2014 (DAC: 020/C031/14 – Unique ID:48798)  
**Applicant:** FLINDERS 260 P/L  
**Location:** 246-248 Flinders Street & 250-252 Flinders Street, 13-17 Dawkins Place, ADELAIDE SA 5000  
**Description:** Land Division - create 23 titles from 1.

### CONDITIONS OF DEVELOPMENT PLAN CONSENT

1. The Development shall be undertaken in accordance with the plans, drawings, specifications and other documents submitted to the Council that are relevant to the consent as listed below:
  - Plan of Proposed Division (8 Sheets) prepared by State Surveys dated 23 October 2014.to the reasonable satisfaction of the Council except where varied by conditions below (if any).

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

### CONDITIONS OF BUILDING RULES CONSENT

1. The financial requirements of the SA Water Corporation shall be met for the provision of water supply and sewerage services. The developer must inform potential purchasers of the community lots of the servicing arrangements and seek written agreement prior to settlement, as future alterations would be at full cost to the owner/applicant.

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

2. Payment of \$155712 shall be made into the Planning and Development Fund (24 strata lots @ \$6488/strata lot). Payment can be made by credit card via the internet at [www.edala.sa.gov.au](http://www.edala.sa.gov.au) or by phone (8303 0724), by cheque payable to the Development Assessment Commission marked "Not Negotiable" and sent to GPO Box 1815, Adelaide, 5001 or in person, at Level 5, 136 North Terrace, Adelaide.

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

3. A final plan complying with the requirements for plans as set out in the Manual of Survey Practice Volume 1 (Plan Presentation and Guidelines) issued by the Registrar General to be lodged with the Development Assessment Commission for Land Division Certificate purposes.

**Reasons:** To satisfy the requirements of the Development Assessment Commission

# PREScribed INFORMATION

LD/12/2016

South Australia - Regulation 42 under the Development Act 1993

## DECISION NOTIFICATION FORM

**Contact Officer:** Ben Scholes  
**Telephone:** 8402 1861  
**KNET Reference:** 2016/11083/01

**Development Number:**  
020/D009/16  
**Council Reference:**  
N/A

### FOR DEVELOPMENT APPLICATION

**DATED:** 17 February 2017  
**REGISTERED ON:** 2 June 2016

**TO:** Flinders 260 Pty Ltd  
DOT TWO PTY LTD  
C/ Bartlett Drafting and Development  
PO Box 297  
WELLAND SA 5007  
**EMAIL:** gary.bartlett@bigpond.com

### LOCATION OF PROPOSED DEVELOPMENT:

Plan No / Lot No	Street / Road	Suburb	Hundred	Title Reference
D95760 / A705	Flinders	Adelaide	Adelaide	6159 / 811

**NATURE OF PROPOSED DEVELOPMENT:** Land division (1 into 2 allotments)

**From:** DEVELOPMENT ASSESSMENT COMMISSION

In respect of this proposed development you are informed that:

NATURE OF DECISION	CONSENT GRANTED	NO. OF CONDITIONS	CONSENT REFUSED	NOT APPLICABLE
Development Plan Consent	GRANTED	1		
Land Division Consent	GRANTED	3		
<b>DEVELOPMENT APPROVAL</b>	GRANTED	4		

Any conditions imposed are set out on the attached sheet.

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



**Tom Victory**  
**PRINCIPAL PLANNER- CBD AND INNER METRO TEAM**  
*as delegate of the*  
**DEVELOPMENT ASSESSMENT COMMISSION**  
**Date of Decision:** 17 February 2017  
[ 1 ] Sheets Attached

## PREScribed INFORMATION

### DEVELOPMENT APPLICATION – 020/D009/16

#### PLANNING CONDITIONS

1. That except where minor amendments may be required by other relevant Acts, or by conditions imposed by this application, the development shall be established in strict accordance with the details and plans submitted in Development Application No 020/D009/16;

Reference	Drawing	Sheet Number	Date	Revision
GB2247/PL	GB2247DA TT	3 of 8	23/11/2016	4
GB2247/PL	GB2247DA TT	4 of 8	23/11/2016	4
GB2247/PL	GB2247DA TT	5 of 8	23/11/2016	4
GB2247/PL	GB2247DA TT	6 of 8	23/11/2016	4
GB2247/PL	GB2247DA TT	7 of 8	23/11/2016	4
GB2247/PL	GB2247DA TT	8 of 8	23/11/2016	4

#### LAND DIVISION REQUIREMENTS

2. The financial (and augmentation) requirements of the SA Water Corporation shall be met for the provision of water supply and sewerage services (SA Water / H0047256)
3. On approval of the application, all internal water piping that crosses the allotment boundaries must be severed or redirected at the developers/owners cost to ensure that the pipework relating to each allotment is contained within its boundaries.
4. A final plan complying with the requirements for plans as set out in the Manual of Survey Practice Volume 1 (Plan Presentation and Guidelines) issued by the Registrar General is to be lodged with the Development Assessment Commission for Land Division Certificate purposes.

#### ADVISORY NOTES

- a. An investigation will be carried out by SA Water to determine if the connection/s to the development will be costed as standard or non-standard.
- b. The development must be substantially commenced or application for certificate made within 12 months of the date of this Notification, unless this period has been extended by the Development Assessment Commission.
- c. The authorisation will lapse if not commenced within 12 months of the date of this Notification.
- d. The applicant is also advised that the final land division certificate must be obtained from the Development Assessment Commission to complete the development within 3 years of the date of the Notification unless this period is extended by the Commission.
- e. The applicant has a right of appeal against the conditions which have been imposed on this Development Plan Consent or Development Approval.
- f. Such an appeal must be lodged at the Environment, Resources and Development Court within two months from the day of receiving this notice or such longer time as the Court may allow.
- g. The applicant is asked to contact the Court if wishing to appeal. The Court is located in the Sir Samuel Way Building, Victoria Square, Adelaide (telephone number 8204 0289).



**Tom Victory**  
**PRINCIPAL PLANNER- CBD AND INNER METRO TEAM**  
*as delegate of the*  
**DEVELOPMENT ASSESSMENT COMMISSION**

## PREScribed INFORMATION

### Attachment - Change of Use

**3327200** - Conversion of warehouse to office.

**35200** - Change of use from office to warehouse & office; refurbish.

**4173900** - Conversion from warehouse to community centre (4 months).

### **ADVICE ONLY**

**The above application(s) confirm Council holds information that indicates that changes in the use of the land have taken place on the site.**

# Data Extract for Section 7 search purposes

Valuation ID 0205318362

**Data Extract Date:** 13/11/2025

## 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:** C28626 FL402

**Certificate Title:** CT6153/58

**Property Address:** UNIT 402 FL 250 FLINDERS ST ADELAIDE SA 5000

### Zones

Capital City (CC)

### Subzones

No

### Zoning overlays

#### Overlays

##### **Airport Building Heights (Regulated) (All structures over 153.5 metres AHD)**

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

### Affordable Housing

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

### Design

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

### Hazards (Flooding - Evidence Required)

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

### Noise and Air Emissions

The Noise and Air Emissions Overlay seeks to protect new noise and air quality sensitive development from adverse impacts of noise and air emissions.

## PREScribed INFORMATION

### 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.

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

No

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

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

### Is the land designated as a Local Heritage Place

No

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

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

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

No

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

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

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

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

### Associated Development Authorisation Information

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

No

**PREScribed INFORMATION**

Land Management Agreement (LMA)

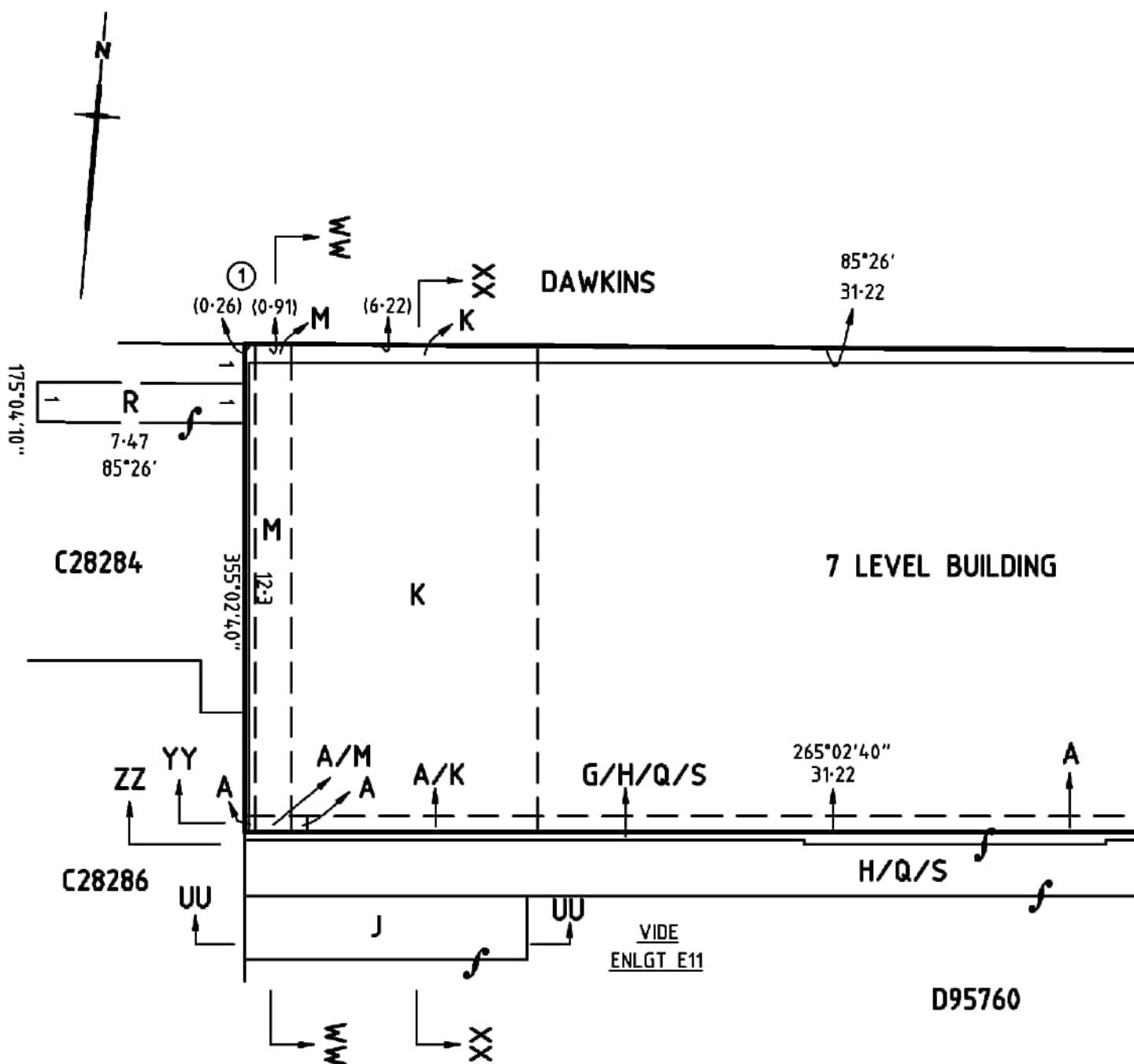
No

PURPOSE:	PRIMARY COMMUNITY STRATA			AREA NAME:	ADELAIDE
MAP REF:	6628/42/J			COUNCIL:	THE COR
LAST PLAN:	D95760			DEVELOPMENT NO: 020/C031/	
AGENT DETAILS:	STATE SURVEYS PTY LTD 465B SOUTH ROAD KESWICK SA 5035 PH: 82932939 FAX: 82932949			SURVEYORS CERTIFICATION:	IRUHI AFE shown bet Titles Act 24th day of
AGENT CODE:	SSU9				
REFERENCE:	14176				
SUBJECT TITLE DETAILS:					
PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER
CT	6152	498		ALLOTMENT(S)	703
OTHER TITLES AFFECTED: CT 6141/313, CT 6152/499, CT 6152/500					
EASEMENT DETAILS:					
STATUS	LAND BURDENED	FORM	CATEGORY		IDENTIFIER
EXISTING	COMMON PROPERTY	SHORT	EASEMENT(S)		E
EXISTING		SHORT	EASEMENT(S)		F
VARY FROM	COMMON PROPERTY IN C28284	SHORT	EASEMENT(S)		D IN C28284
VARY TO	COMMON PROPERTY IN C28284	SHORT	EASEMENT(S)		R
NEW	704 IN D95760	LONG	EASEMENT(S) WITH LIMITATIONS		P
NEW	COMMON PROPERTY	LONG	RIGHT(S) OF WAY WITH LIMITATIONS		K
NEW	705 IN D95760	SHORT	EASEMENT(S) WITH LIMITATIONS		G

**EASEMENT DETAILS:**

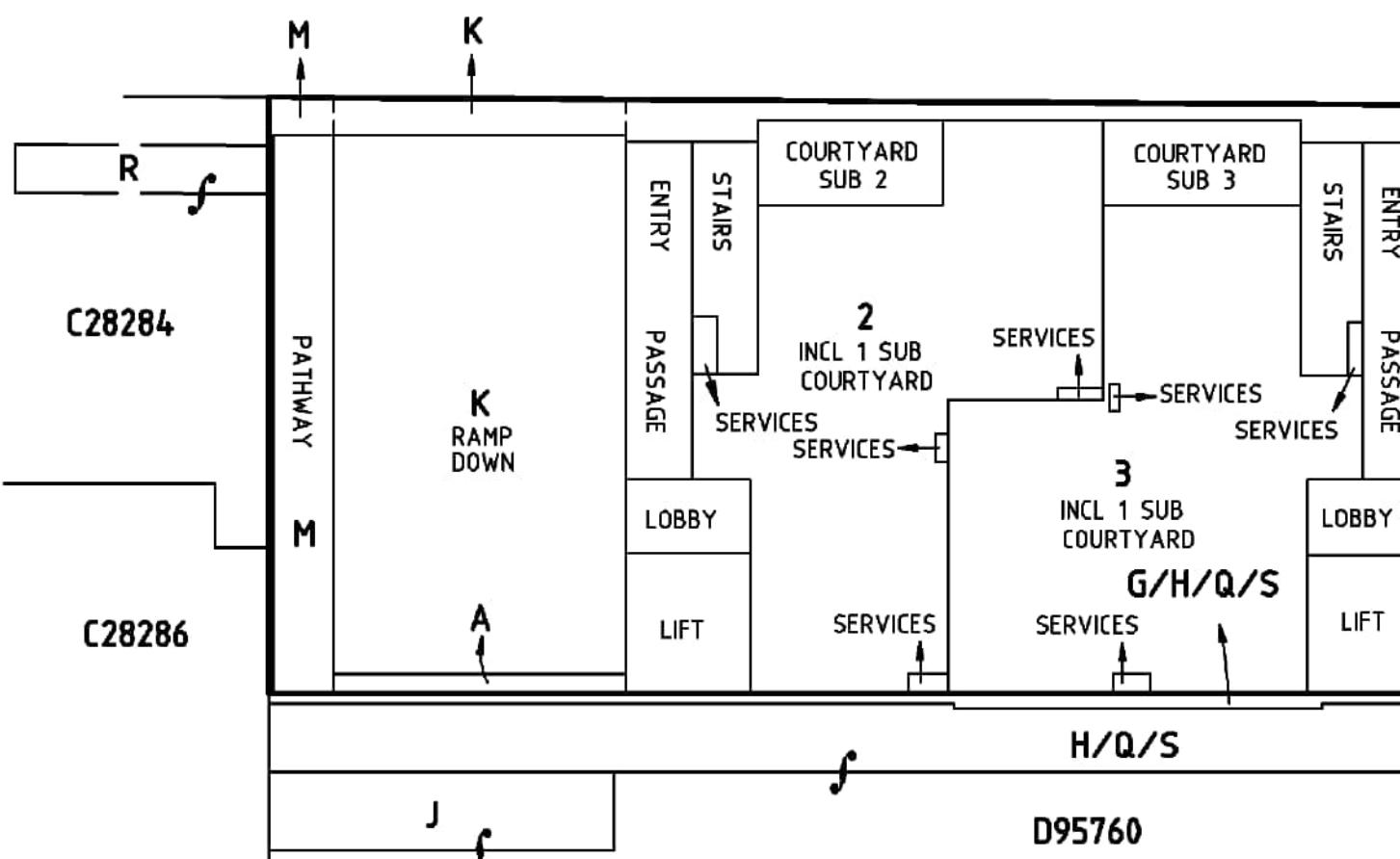
STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER
NEW	705 IN D95760	LONG	EASEMENT(S) WITH LIMITATIONS	H
NEW	COMMON PROPERTY	SHORT	EASEMENT(S) WITH LIMITATIONS	A
NEW	705 IN D95760	LONG	EASEMENT(S) WITH LIMITATIONS	S
NEW	704 IN D95760	LONG	EASEMENT(S) WITH LIMITATIONS	L
NEW	704 IN D95760	LONG	EASEMENT(S) WITH LIMITATIONS	N
NEW	705 IN D95760	LONG	RIGHT(S) OF WAY WITH LIMITATIONS	Q
NEW	COMMON PROPERTY	LONG	RIGHT(S) OF WAY WITH LIMITATIONS	M
NEW	705 IN D95760	LONG	EASEMENT(S) WITH LIMITATIONS	J

ANNOTATIONS: ENCROACHMENT OF BALCONY 204, BALCONY 304, BALCONY 404 AND BALCONY 504 OCCURS OVER DA



EASEMENT LIMITATION(S) SCHEDULE			
IDENTIFIER	HEIGHT LIMITATION	IDENTIFIER	HEIGHT LIMITATION
A	REFER TO CROSS SECTIONS	P	UPPER LIMIT 50.71 AHD LOWER LIMIT 48.17 AHD
Q	REFER TO CROSS SECTIONS	H	REFER TO CROSS SECTION
G	REFER TO CROSS SECTIONS	S	REFER TO CROSS SECTION
L	UPPER LIMIT 48.17 AHD	J	REFER TO CROSS SECTION
K	REFER TO CROSS SECTIONS		
M	REFER TO CROSS SECTIONS		
N	UPPER LIMIT 50.71 AHD LOWER LIMIT 48.63 AHD		

DAWKINS

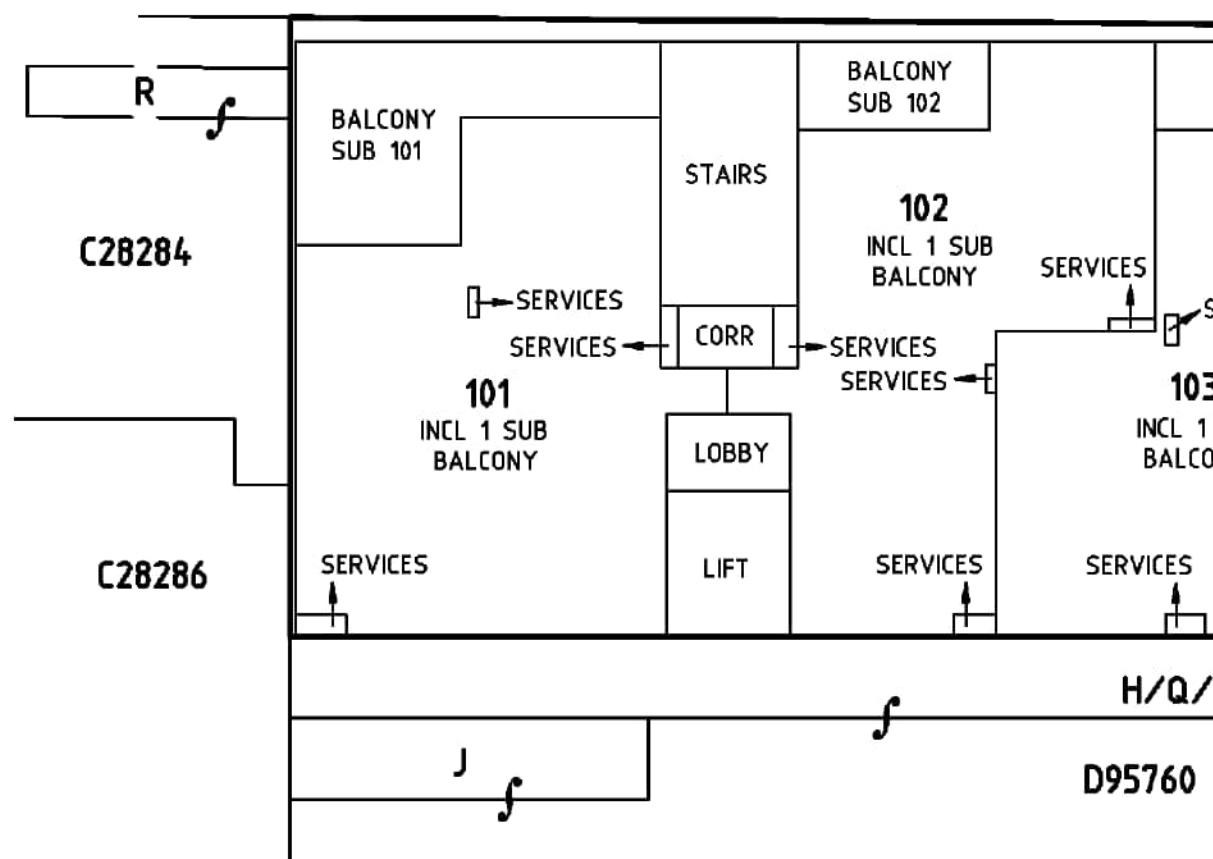


## GROUND FLOOR

SCALE METRES  
0 1.5 3 4.5 6 7.5

N

DAWKINS

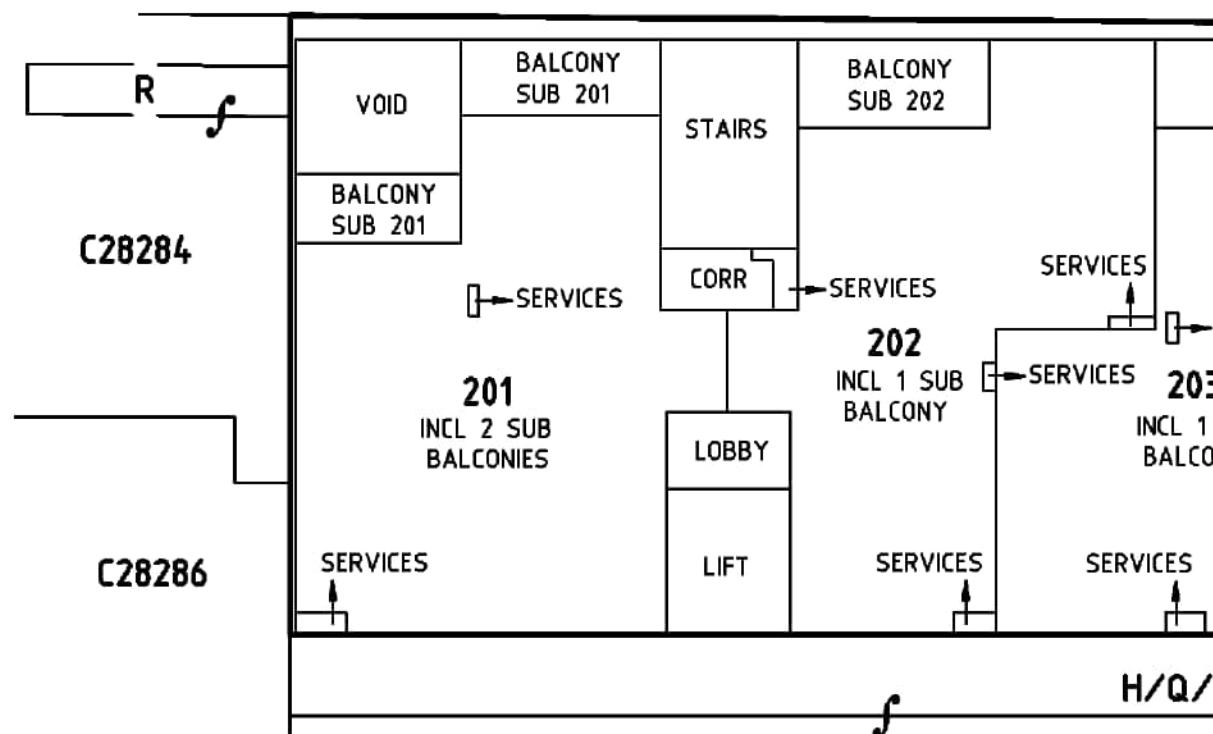


LEVEL 1

SCALE 0 1.5 3 4.5 6 7.5 METRES

N

DAWKINS

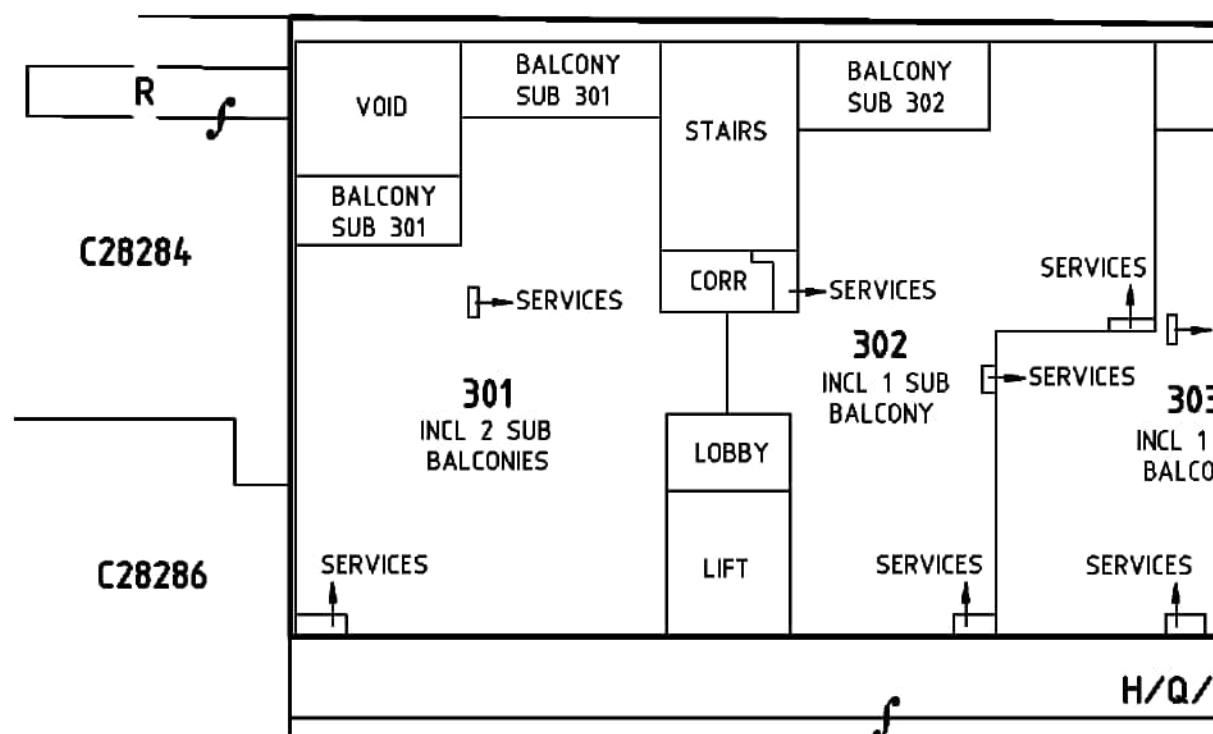


LEVEL 2

SCALE METRES  
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DAWKINS

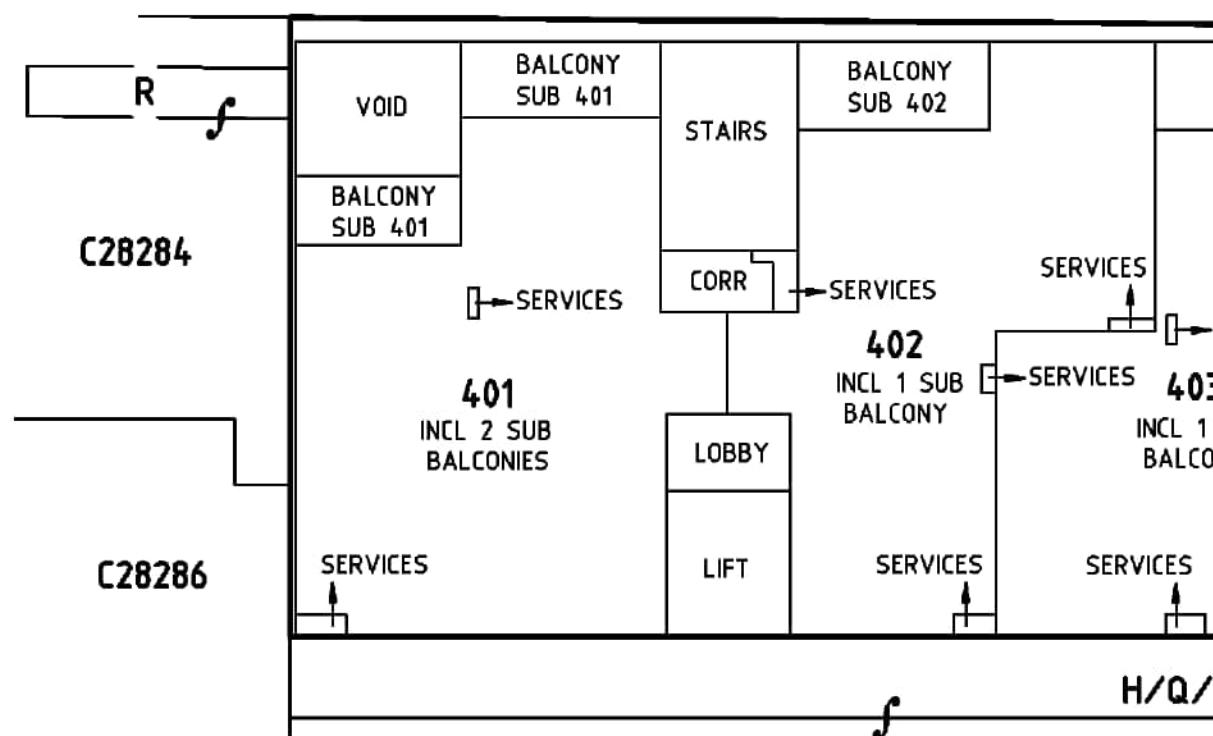


LEVEL 3

SCALE 0 1.5 3 4.5 6 7.5 METRES

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DAWKINS

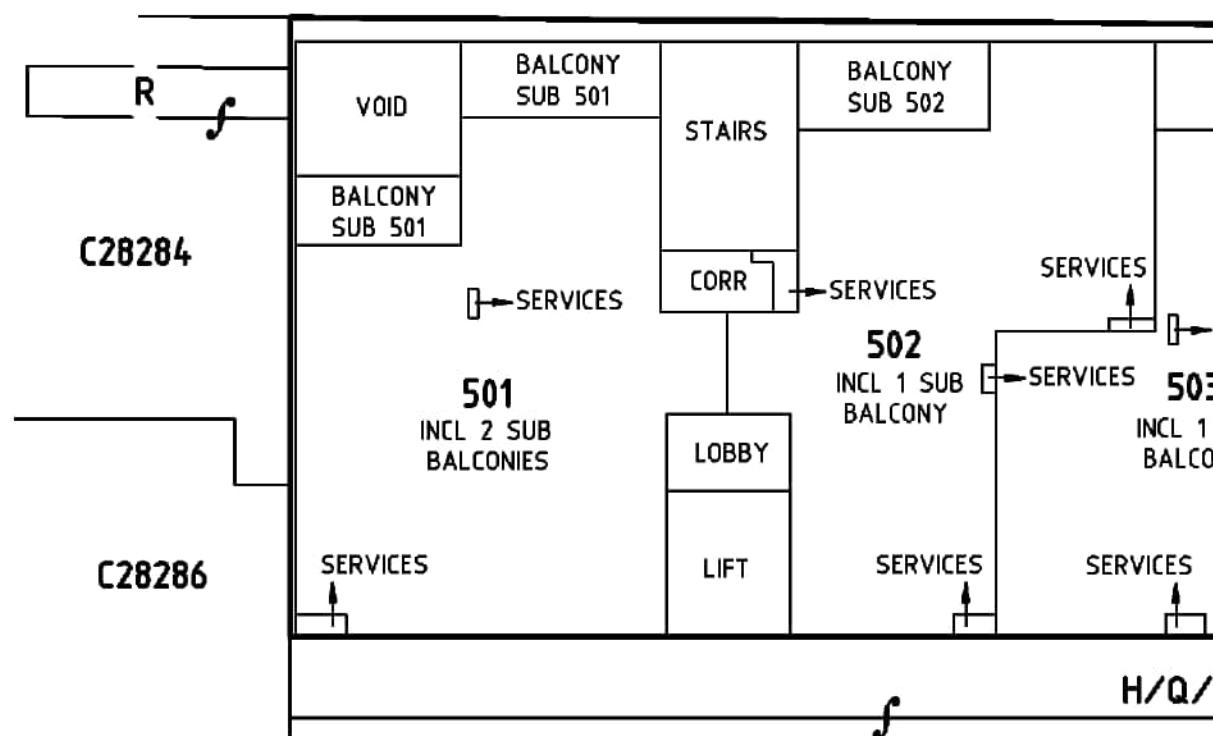


LEVEL 4

SCALE  
0 1.5 3 4.5 6 7.5 METRES

N

DAWKINS

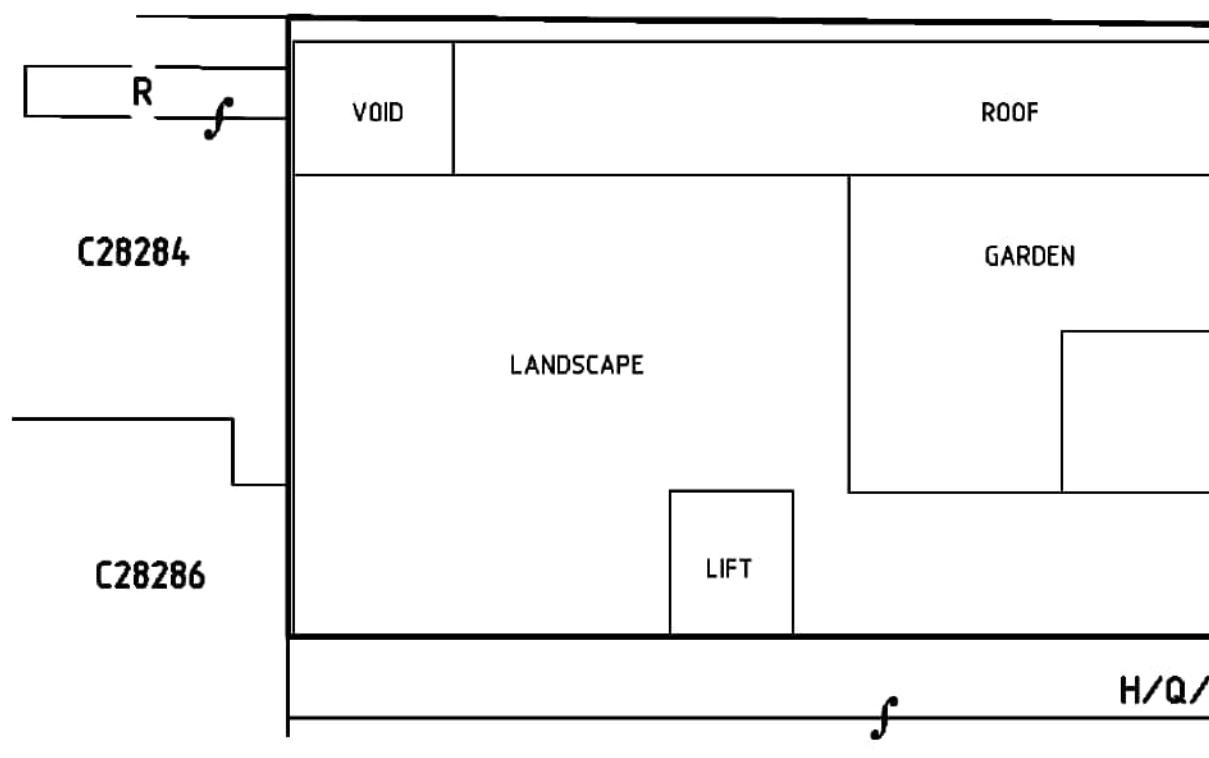


LEVEL 5

SCALE 0 1.5 3 4.5 6 7.5 METRES

N

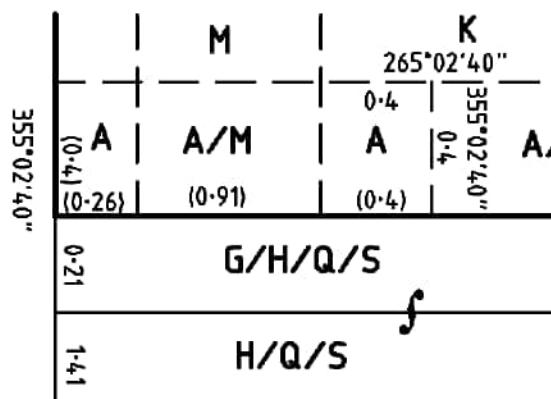
DAWKINS



LEVEL 6

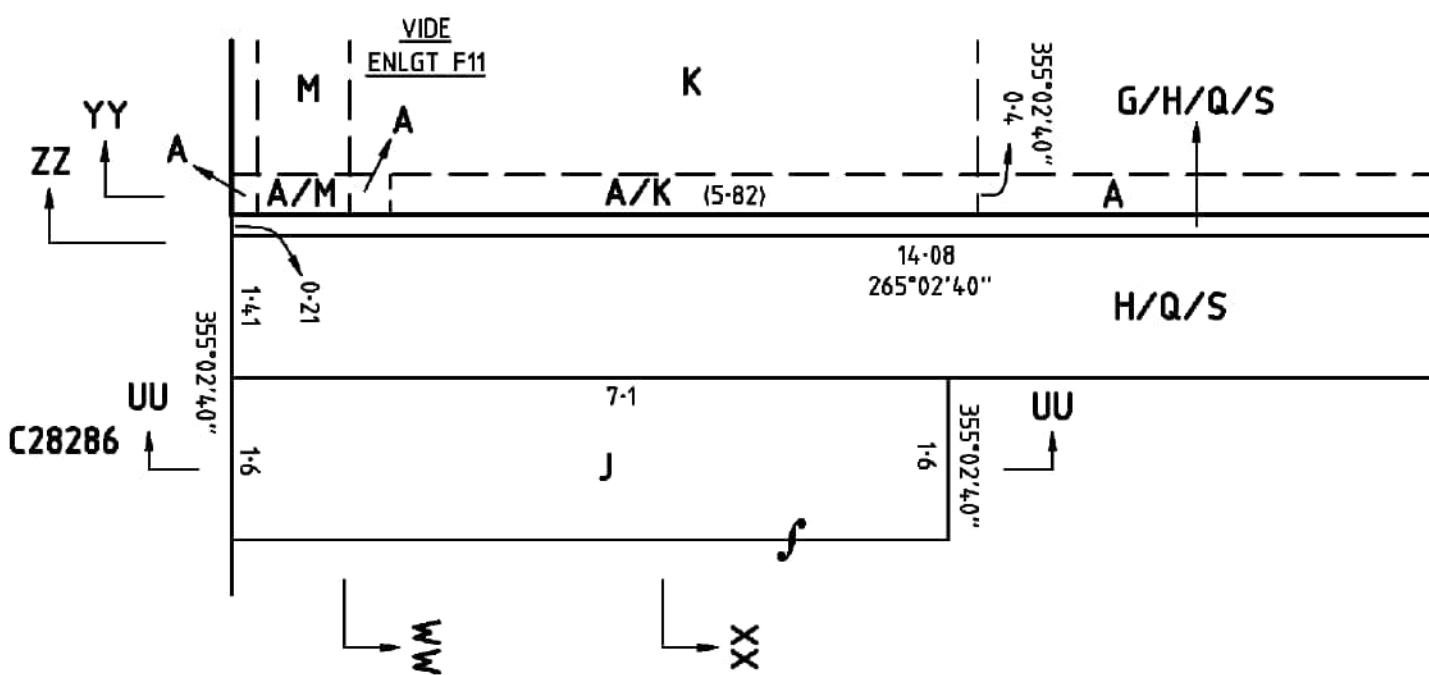
SCALE METRES  
0 1.5 3 4.5 6 7.5

C28286



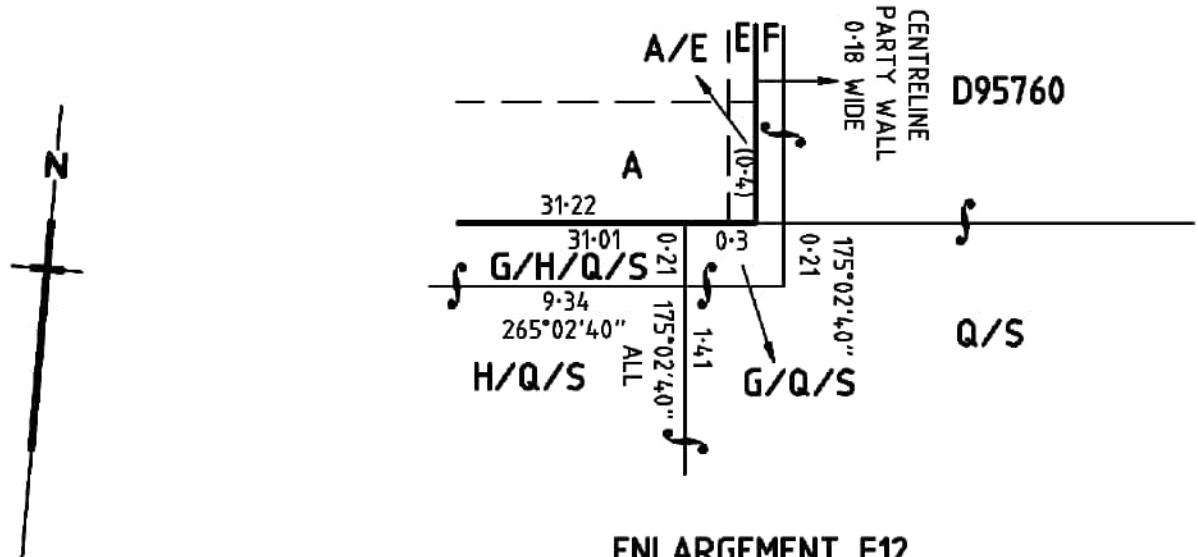
ENLARGEMENT F11

NOT TO SCALE



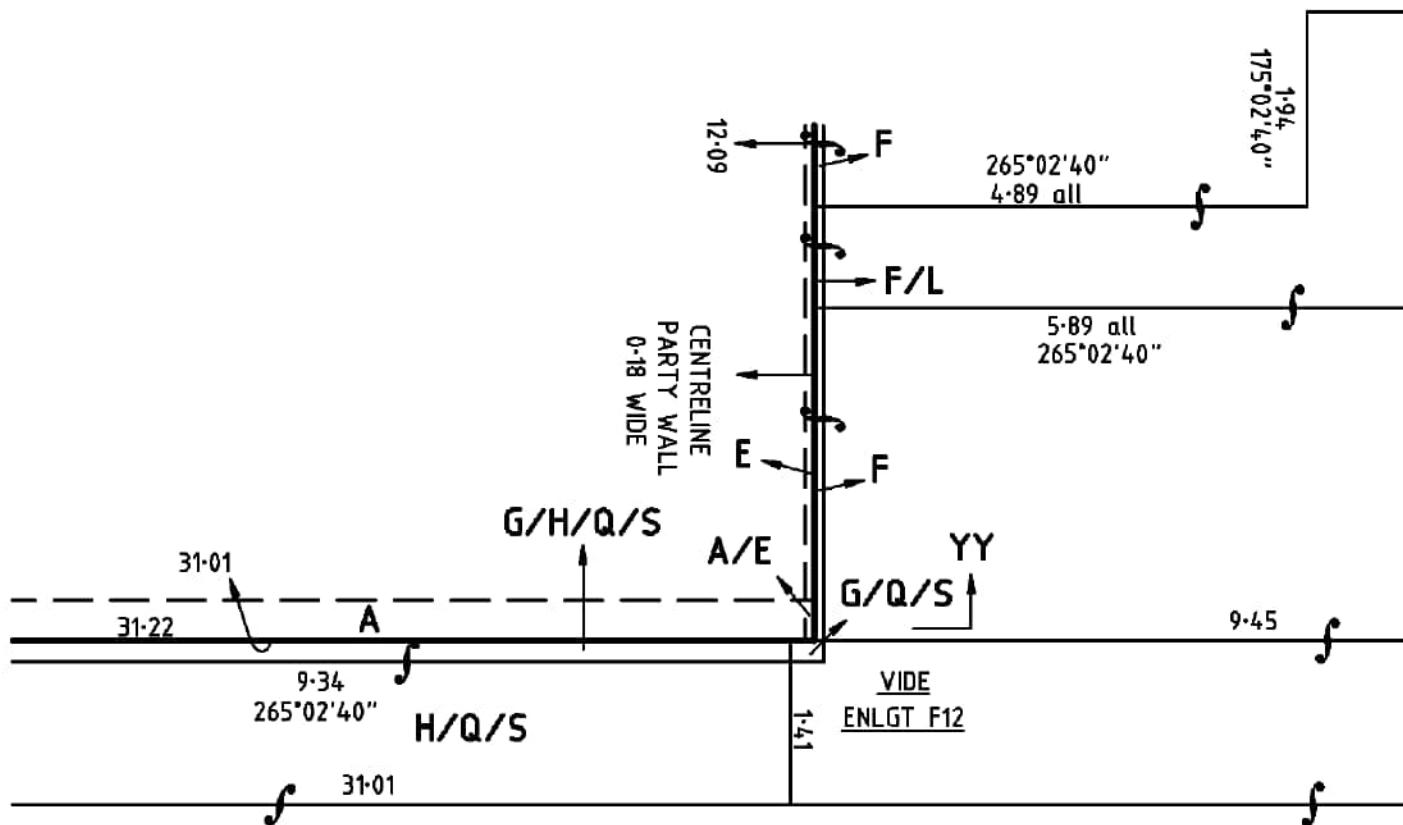
ENLARGEMENT E11

SCALE  
0 0.75 1.5 2.25 3 3.75 METRES



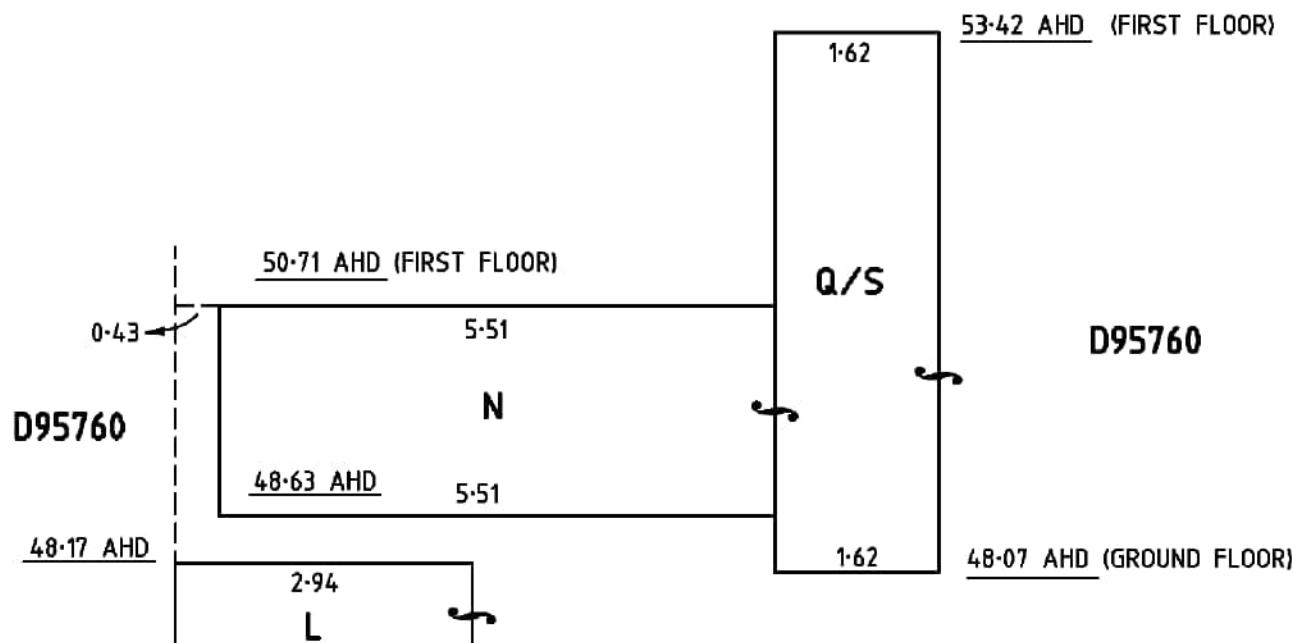
### ENLARGEMENT F12

NOT TO SCALE



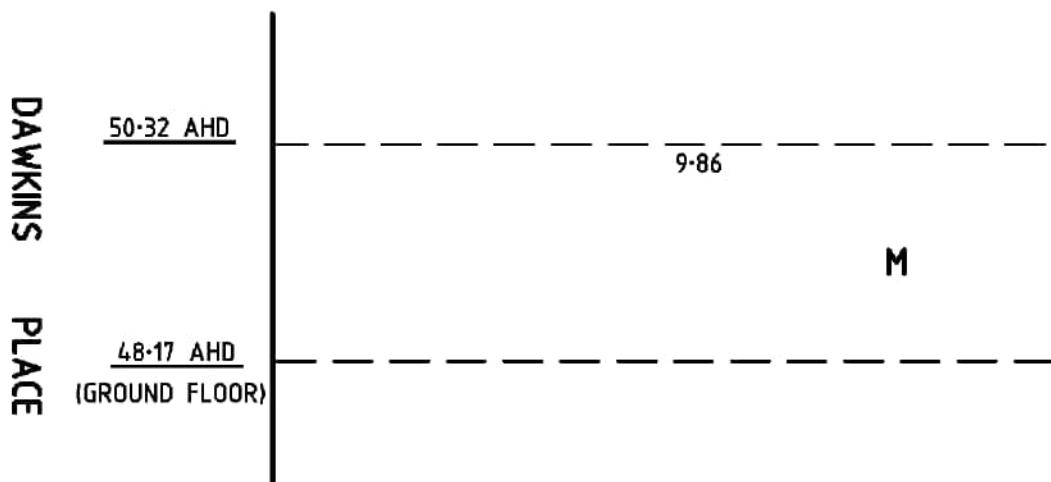
### ENLARGEMENT E12

SCALE METRES  
 0 0.75 1.5 2.25 3 3.75



CROSS SECTION VV-VV

NOT TO SCALE



CROSS SECTION WW-WW

NOT TO SCALE

DAWKINS  
PLACE

(FIRST FLOOR)  
50-32 AHD

90°

2

(GROUND FLOOR)  
47-87 AHD

47-67 AHD

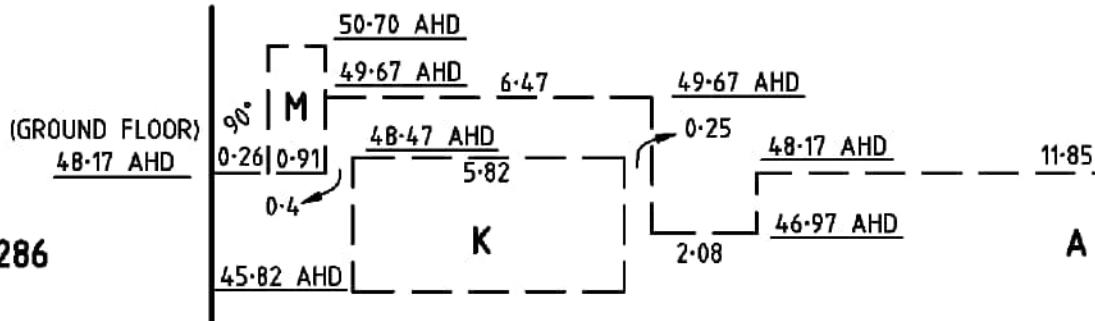
2

K

CROSS SECTION XX-XX

NOT TO SCALE

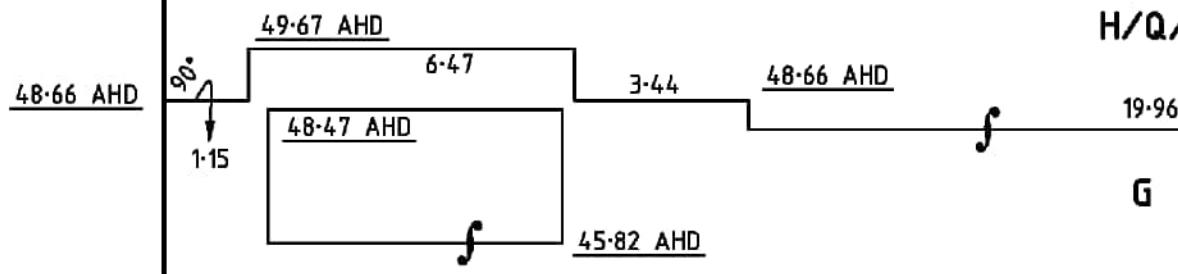
C28286



CROSS SECTION YY-YY

NOT TO SCALE

C28286



CROSS SECTION ZZ-ZZ

NOT TO SCALE

# LOT ENTITLEMENT SHEET

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENT	SUBDIVIDE
2	362	
3	362	
4	507	
101	432	
102	377	
103	377	
104	525	
201	418	
202	381	
203	381	
204	530	
301	451	
302	386	
303	386	
304	535	
401	460	
402	391	
403	391	
404	539	
501	474	
502	395	
503	395	
504	545	
<b>AGGREGATE</b>	<b>10000</b>	

# Property Interest Report

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

Title Reference	CT 6153/58	Reference No. 2729299
Registered Proprietors	W E & A H*NEAVE	Prepared 11/11/2025 10:31
Address of Property	Unit 402 FL 4, 250 FLINDERS STREET, ADELAIDE, SA 5000	
Local Govt. Authority	THE CORPORATION OF THE CITY OF ADELAIDE	
Local Govt. Address	GPO BOX 2252 ADELAIDE SA 5001	

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

## Table of Particulars

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

All enquiries relating to the Regulations or the Form 1 please contact Consumer & Business Services between 8:30 am and 5:00 pm on 131 882 or via their website [www.cbs.sa.gov.au](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	Refer to the Certificate of Title  <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>
1.2	Easement (whether over the land or annexed to the land)	Refer to the Certificate of Title  Note--"Easement" includes rights of way and party wall rights  <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>
1.3	Restrictive covenant	Refer to the Certificate of Title for details of any restrictive covenants as an encumbrance  <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>
1.4	Lease, agreement for lease, tenancy agreement or licence (The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.)	Refer to the Certificate of Title also Contact the vendor for these details  <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>
1.5	Caveat	Refer to the Certificate of Title
1.6	Lien or notice of a lien	Refer to the Certificate of Title
2.	<b>Aboriginal Heritage Act 1988</b>	
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.	<b>Burial and Cremation Act 2013</b>	
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.	<b>Crown Rates and Taxes Recovery Act 1945</b>	Crown Lands Program in DEW has no record of any notice affecting this title
5.	<b>Development Act 1993 (repealed)</b>	
5.1	section 42 - Condition (that continues to apply) of a development authorisation	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title  also  Contact the Local Government Authority for other details that might apply
	<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	
5.2	section 50(1) - Requirement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title  also  Contact the Local Government Authority for other details that might apply
5.3	section 50(2) - Agreement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title  also  Contact the Local Government Authority for other details that might apply
5.4	section 55 - Order to remove or perform work	State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title  also  Contact the Local Government Authority for other details that might apply
5.5	section 56 - Notice to complete development	State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title  also  Contact the Local Government Authority for other details that might apply
5.6	section 57 - Land management agreement	Refer to the Certificate of Title
5.7	section 60 - Notice of intention by building owner	Contact the vendor for these details
5.8	section 69 - Emergency order	State Planning Commission in the Department for Housing and Urban Development has no record of any order affecting this title  also  Contact the Local Government Authority for other details that might apply
5.9	section 71 - Fire safety notice	Building Fire Safety Committee in the Department for Housing and Urban Development has no record of any notice affecting this title

5.10	section 84 - Enforcement notice	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
5.11	section 85(6), 85(10) or 106 - Enforcement order	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
5.12	Part 11 Division 2 - Proceedings	Contact the Local Government Authority for other details that might apply also Contact the vendor for these details

## 6. Repealed Act conditions

6.1	Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act, 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1967</i> (repealed)	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
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*[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*

## 7. Emergency Services Funding Act 1998

7.1	section 16 - Notice to pay levy	An Emergency Services Levy Certificate will be forwarded. If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.  Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates <a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a>
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## 8. Environment Protection Act 1993

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

8.9	section 103P - Notation of site contamination audit report in relation to the land	EPA (SA) does not have any current Orders registered on this title
8.10	section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land	EPA (SA) does not have any current Orders registered on this title
<b>9. Fences Act 1975</b>		
9.1	section 5 - Notice of intention to perform fencing work	Contact the vendor for these details
<b>10. Fire and Emergency Services Act 2005</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. Food Act 2001</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. Ground Water (Qualco-Sunlands) Control Act 2000</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. Heritage Places Act 1993</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	Heritage Branch in DEW has no record of any registration affecting this title
13.3	section 30 - Stop order	Heritage Branch in DEW has no record of any stop order affecting this title
13.4	Part 6 - Heritage agreement	Heritage Branch in DEW has no record of any agreement affecting this title also Refer to the Certificate of Title
13.5	section 38 - "No development" order	Heritage Branch in DEW has no record of any "No development" order affecting this title
<b>14. Highways Act 1926</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. Housing Improvement Act 1940 (repealed)</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. Housing Improvement Act 2016</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 also Contact the Local Government Authority for other details that might apply
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## **18. *Landscape South Australia Act 2019***

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

Act

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

## **19. *Land Tax Act 1936***

19.1	Notice, order or demand for payment of land tax	<p><b>A Land Tax Certificate will be forwarded.</b> If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.</p> <p>Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates <a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a></p>
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## **20. *Local Government Act 1934 (repealed)***

20.1	Notice, order, declaration, charge, claim or demand given or made under the Act	Contact the Local Government Authority for other details that might apply
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## **21. *Local Government Act 1999***

21.1	Notice, order, declaration, charge, claim or demand given or made under the Act	Contact the Local Government Authority for other details that might apply
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## **22. *Local Nuisance and Litter Control Act 2016***

22.1	section 30 - Nuisance or litter abatement notice	Contact the Local Government Authority for other details that might apply
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## **23. *Metropolitan Adelaide Road Widening Plan Act 1972***

23.1	section 6 - Restriction on building work	Transport Assessment Section within DIT has no record of any restriction affecting this title
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## **24. *Mining Act 1971***

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

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

## **25. *Native Vegetation Act 1991***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

also

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

also

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

also

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

also

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

also

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

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

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

also

Contact the Local Government Authority for other details that might apply

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

Contact the vendor for these details

29.4 section 140 - Notice requesting access

Contact the vendor for these details

29.5 section 141 - Order to remove or perform work

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

also

Contact the Local Government Authority for other details that might apply

29.6 section 142 - Notice to complete development

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

also

Contact the Local Government Authority for other details that might apply

29.7 section 155 - Emergency order

State Planning Commission in the Department for Housing and Urban Development

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

### **30. *Plant Health Act 2009***

30.1	section 8 or 9 - Notice or order concerning pests	Plant Health in PIRSA has no record of any notice or order affecting this title
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### **31. *Public and Environmental Health Act 1987 (repealed)***

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

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

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

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

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

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

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

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

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

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

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

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

## **36. Other charges**

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

## Other Particulars

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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  
also  
Contact the Local Government Authority
5. Particulars relating to asbestos at workplaces Contact the vendor for these details
6. Particulars relating to aluminium composite panels **A building on the land has been identified as part of the South Australian Building Cladding Audit initiated in 2017. Contact the vendor for relevant details.**
7. Particulars relating to court or tribunal process Contact the vendor for these details
8. Particulars relating to land irrigated or drained under Irrigation Acts SA Water will arrange for a response to this item where applicable
9. Particulars relating to environment protection Contact the vendor for details of item 2  
also  
EPA (SA) has no record of any particulars relating to items 3, 4 or 5 affecting this title  
also  
Contact the Local Government Authority for information relating to item 6
10. Particulars relating to *Livestock Act, 1997* Animal Health in PIRSA has no record of any notice or order affecting this title

## Additional Information

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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 (*Dog Fence Act 1946*) This title falls outside the Dog Fence rateable area. Accordingly, the Dog Fence Board holds no current interest in relation to Dog Fence rates.
9. Pastoral Board (*Pastoral Land Management and Conservation Act 1989*) The Pastoral Board has no current interest in this title
10. Heritage Branch DEW (*Heritage Places Act 1993*) Heritage Branch in DEW has no record of any World, Commonwealth or National Heritage interest affecting this title
11. Health Protection Programs – Department for Health and Wellbeing Health Protection Programs in the DHW has no record of a public health issue that currently applies to this title.

## Notices

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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 6153/58

Status: CURRENT

Edition: 4

## 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
13/02/2015	27/02/2015	12277457	SCHEME DESCRIPTION	FILED	C28626
13/02/2015	27/02/2015	12277458	BY-LAWS	FILED	C28626

## Registrar-General's Notes

No Registrar-General's Notes exist for this title

## Certificate of Title

Title Reference: CT 6153/58  
 Status: CURRENT  
 Parent Title(s): CT 6152/498  
 Dealing(s) Creating Title: ACT 12277456  
 Title Issued: 03/03/2015  
 Edition: 4

## Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
19/07/2021	27/07/2021	13572791	MORTGAGE	REGISTERED	WESTPAC BANKING CORPORATION (ACN: 007 457 141)
19/07/2021	27/07/2021	13572790	TRANSFER	REGISTERED	WENDY ELIZABETH NEAVE, ALISTER HAMILTON NEAVE
19/07/2021	27/07/2021	13572789	DISCHARGE OF MORTGAGE	REGISTERED	13130932
25/06/2019	28/06/2019	13130932	MORTGAGE	REGISTERED	WESTPAC BANKING CORPORATION (ACN: 007 457 141)
25/06/2019	28/06/2019	13130929	DISCHARGE OF MORTGAGE	REGISTERED	12297948
23/03/2015	08/04/2015	12297948	MORTGAGE	REGISTERED	AUSTRALIA & NEW ZEALAND BANKING GROUP LTD.
23/03/2015	08/04/2015	12297947	TRANSFER	REGISTERED	JOHN HAROLD HARRISON, CHERYL JOYCE SCHELBACH
23/03/2015	08/04/2015	12297946	DISCHARGE OF MORTGAGE	REGISTERED	11787760 11944087
29/05/2013	03/06/2013	11944087	MORTGAGE	REGISTERED	BENDIGO & ADELAIDE BANK LTD. (ACN: 068 049 178)
06/07/2012	11/07/2012	11787760	MORTGAGE	REGISTERED	BENDIGO & ADELAIDE BANK LTD. (ACN: 068 049 178)



# 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:

2729299

DALE WOOD  
POST OFFICE BOX 400  
MORPHETT VALE SA 5162

DATE OF ISSUE

11/11/2025

**ENQUIRIES:**

Tel: (08) 8372 7534

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

OWNERSHIP NUMBER	OWNERSHIP NAME			
1891939*	W E & A H NEAVE			
<b>PROPERTY DESCRIPTION</b>				
U402 F4 250 FLINDERS ST / ADELAIDE SA 5000 / LT 402 C28626				
ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
0205318362	CT 6153/58	\$385,000.00	R4 1.000	RE 0.400
<b>LEVY DETAILS:</b>				
<b>FINANCIAL YEAR</b>				
2025-2026				
<b>FIXED CHARGE</b>				
<b>+ VARIABLE CHARGE</b>				
<b>- REMISSION</b>				
<b>- CONCESSION</b>				
<b>+ ARREARS / - PAYMENTS</b>				
<b>= AMOUNT PAYABLE</b>				
\$ 50.00				
\$ 130.25				
\$ 78.40				
\$ 0.00				
\$ -101.85				
\$ 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** 09/02/2026



**Government of  
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



# CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

**PAYMENT REMITTANCE ADVICE**

**No payment is required on this Certificate**

**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**



Biller Code: 456285

Ref: 7011043119

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account.

More info: [www.bpay.com.au](http://www.bpay.com.au)

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ABN 69 079 137 518



To pay via the internet go to:  
[www.revenuesaonline.sa.gov.au](http://www.revenuesaonline.sa.gov.au)



Send your cheque or money order, made payable to the **Community Emergency Services Fund**, along with this **Payment Remittance Advice** to:

**Please refer below.**

Revenue SA  
Locked Bag 555  
ADELAIDE SA 5001

# 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:

2729299

DALE WOOD  
POST OFFICE BOX 400  
MORPHETT VALE SA 5162

DATE OF ISSUE

11/11/2025

**ENQUIRIES:**

Tel: (08) 8372 7534

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

**OWNERSHIP NAME**  
W E & A H NEAVE

**FINANCIAL YEAR**  
2025-2026

**PROPERTY DESCRIPTION**

U402 F4 250 FLINDERS ST / ADELAIDE SA 5000 / LT 402 C28626

<b>ASSESSMENT NUMBER</b>	<b>TITLE REF.</b> (A "+" indicates multiple titles)	<b>TAXABLE SITE VALUE</b>	<b>AREA</b>
0205318362	CT 6153/58	\$53,000.00	0.0000 HA

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

<b>CURRENT TAX</b>	\$	0.00	<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>0.00</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** 09/02/2026



**Government of  
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

**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.

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**



Biller Code: 456293  
Ref: 7011043028

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account.  
More info: [www.bpay.com.au](http://www.bpay.com.au)  
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To pay via the internet go to:  
[www.revenuesaonline.sa.gov.au](http://www.revenuesaonline.sa.gov.au)



Send your cheque or money order, made payable to the **Commissioner of State Taxation**, along with this **Payment Remittance Advice** to:  
**Please refer below.**

Revenue SA  
Locked Bag 555  
ADELAIDE SA 5001

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

Account Number <b>02 05318 36 2</b>	L.T.O Reference CT615358	Date of issue 11/11/2025	Agent No. 8218	Receipt No. 2729299
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FORM ONE BY DALE WOOD  
PO BOX 400  
MORPHETT VALE SA 5162  
[info@mvconveyancing.com.au](mailto:info@mvconveyancing.com.au)

## Section 7/Elec

## Certificate of Water and Sewer Charges & Encumbrance Information

## Property details:

**Customer:** W E & A H NEAVE

**Location:** U402 250 FLINDERS ST ADELAIDE LT402 C28626

**Description:** 3HU **Capital Value:** \$ 385 000

**Rating:** Residential

## Periodic charges

Raised in current years to 31/12/2025

		Arrears as at: 30/6/2025	\$
Water main available:	1/7/2015		0.00
Sewer main available:	1/7/2015		
		Water rates	: 164.60
		Sewer rates	: 188.00
		Water use	: 0.00
		SA Govt concession	: 0.00
		Recycled Water Use	: 0.00
		Service Rent	: 0.00
		Recycled Service Rent	: 0.00
		Other charges	: 0.00
		Goods and Services Tax	: 0.00
		Amount paid	: 352.60CR
		<b>Balance outstanding</b>	: 0.00

Degree of concession: 00.00%

Recovery action taken: **FULLY PAID**

**Next quarterly charges:** Water supply: 82.30      Sewer: 94.00      Bill: 7/1/2026

The Water Use apportionment option is Nil.

If your property was constructed before 1929, it's recommended you request a property interest report

and internal as constructed sanitary drainage drawing to understand any specific requirements relating to the existing arrangements.

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



## South Australian Water Corporation

**Name:**  
W E & A H NEAVE

**Water & Sewer Account**  
Acct. No.: **02 05318 36 2**

**Amount:** \_\_\_\_\_

**Address:**  
U402 250 FLINDERS ST ADELAIDE LT402  
C28626

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### Payment Options

**EFT****EFT Payment**

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	0205318362



**Biller code: 8888**  
**Ref: 0205318362**

Telephone and Internet Banking — BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More information at [bpay.com.au](http://bpay.com.au)

**Paying online**

Pay online at [www.sawater.com.au/paynow](http://www.sawater.com.au/paynow) for a range of options. Have your account number and credit card details to hand.

**Paying by phone**

Call 1300 650 870 and pay by phone using your Visa/Mastercard 24/7.

SA Water account number: 0205318362



**Government of  
South Australia**

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

1300 SA WATER  
(1300 729 283)  
ABN 69 336 525 019  
[sawater.com.au](http://sawater.com.au)