

Form 1—Vendor's statement

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

43 Archer Street North Adelaide SA 5006

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Preliminary

To the purchaser:

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

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

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

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

Instructions to the vendor for completing this statement:

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

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

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

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

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

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

Part A—Parties and land

- 1 Purchaser:
.....
Address: ☐
- 2 ~~Purchaser's registered agent:~~
Address:
- 3 Vendor: **Charles Lawrence Peter Gatt and Doris Josephine Catherine Gatt** ✓
Address: **43 Archer Street North Adelaide SA 5006**
- 4 Vendor's registered agent: **Fox Real Estate (SA) Pty Ltd ACN 113 976 024 and**
Candy Bennett & Associates Pty Ltd ACN 131 534 391 as Agents in Conjunction
Address: **192 Melbourne Street North Adelaide SA 5006**
- 5 Date of contract (if made before this statement is served):.....
- 6 Description of the land: **Community Lot 3 in CP 20934 at 43 Archer Street**
North Adelaide SA 5006 being the whole of the land comprised in
Certificate of Title Volume 5911 Folio 241

[Identify the land including any certificate of title reference]

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:
(being the vendor's last known address); **43 Archer Street North Adelaide SA 5006**
or
- (c) transmitted by fax or email to the following fax number or email address:
AGENT FAX: **8267 4998** or AGENT EMAIL: **fox@foxrealestate.com.au**

(being a number or address provided to you by the vendor for the purpose of service of the notice);
- (d) left for the vendor's agent (with a person apparently responsible to the agent) at, or posted by registered post to the agent at, the following address: **192 Melbourne Street North Adelaide SA 5006**
(being ~~*the agent's address for service under the Land Agents Act 1994~~/an address nominated by the agent to you for the purpose of service of the notice).

Note—

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

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

5—Effect of service

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

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

Proceeding with the purchase

If you wish to proceed with the purchase—

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

Part C—Statement with respect to required particulars

(section 7(1))

To the purchaser:

We, **Charles Lawrence Peter Gatt and Doris Josephine Catherine Gatt**
of **43 Archer Street North Adelaide SA 5006**

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:12th June 2025.....

Signed:*Charles Gatt Doris Gatt*.....

Part D—Certificate with respect to prescribed inquiries by registered agent

(section 9)

To the purchaser:

I, Lina Psarros as authorised to sign on behalf of The Form 1 Specialists Pty Ltd of 130 Franklin Street Adelaide SA 5000

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: **12 June 2025** Signed:*Lina Psarros*.....

Person authorised to act on behalf of Vendor's Agent

Schedule—Division 1—Particulars of mortgages, charges and prescribed encumbrances affecting the land

(section 7(1)(b))

Note—

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

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

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

Table of particulars

Column 1

Column 2

Column 3

[If an item is applicable, ensure that the box for the item is ticked and complete the item.]

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

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

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

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

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

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

1. General

1.1	Mortgage of land	<i>Is this item applicable?</i>	✓
	<i>[Note—</i>	<i>Will this be discharged or satisfied prior to or at settlement?</i>	[YES]
	<i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	<i>Are there attachments?</i>	[NO]
		<i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>	
		Number of mortgage (if registered):	
		10017709	
		Name of mortgagee: Commonwealth Bank of Australia	

1.2	Easement (whether over the land or annexed to the land)	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p>	✓ [NO]
	<p>Note—</p> <p>"Easement" includes rights of way and party wall rights.</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> Annexure A – Copy of Certificate of Title and Annexure B – Property Interest Report Notice</p> <p>Description of land subject to easement:</p> <p>Certificate of Title Volume 5911 Folio 241</p> <p>Nature of easement:</p> <p>STATUTORY SA POWER NETWORKS EASEMENT</p> <p>TOGETHER WITH FREE AND UNRESTRICTED RIGHT(S) OF WAY OVER THE LAND MARKED D ON CP 20934</p> <p>Are you aware of any encroachment on the easement?</p> <p>[NO] If YES, give details:</p> <p>If there is an encroachment, has approval for the encroachment been given?</p> <p>[N/A] If YES, give details:</p>	[YES]
	<p>[Note—</p> <p><i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>		
1.3	Restrictive covenant	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p>	
	<p>[Note—</p> <p><i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>	<p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Nature of restrictive covenant:</p> <p>Name of person in whose favour restrictive covenant operates:</p> <p>Does the restrictive covenant affect the whole of the land being acquired?</p> <p>[]</p> <p>If NO, give details:</p> <p>Does the restrictive covenant affect land other than that being acquired?</p> <p>[]</p>	
	NOT APPLICABLE		

1.4	<p>Lease, agreement for lease, tenancy agreement or licence</p> <p>(The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.)</p> <p>[Note—</p> <p><i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>	<p><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> <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Names of parties:</p> <p>Period of lease, agreement for lease etc:</p> <p>From 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>
	NOT APPLICABLE	

5. Development Act 1993 (repealed)

5.1	<p>section 42—Condition (that continues to apply) of a development authorisation</p> <p>[Note—</p> <p><i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>	<p><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> <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> Annexure C – Copy of Council Search</p> <p>Condition(s) of authorisation:</p> <p>Refer to Annexure C – Copy of Council Search for complete details</p>	<p>✓</p> <p>[NO]</p> <p>[YES]</p>
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6. Repealed Act conditions

- 6.1** Condition (that continues to apply) of an approval or authorisation granted under the *Building Act 1971* (repealed), the *City of Adelaide Development Control Act 1976* (repealed), the *Planning Act 1982* (repealed) or the *Planning and Development Act 1966* (repealed)
- Is this item applicable?***
- Will this be discharged or satisfied prior to or at settlement?***
- Are there attachments?***
If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):
- Nature of condition(s):

[Note—

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

NOT APPLICABLE

29. Planning, Development and Infrastructure Act 2016

29.1	Part 5—Planning and Design Code	Is this item applicable?	✓
	[Note—	Will this be discharged or satisfied prior to or at settlement?	[NO]
	<i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	Are there attachments? <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> Annexure B - Property Interest Report and Annexure C – Copy of Council Search including PlanSA Section 7 Report	[YES]
		Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code): Zone: City Living (CL)	
		Subzones: North Adelaide Low Intensity (NALI)	
		Zoning Overlays: Refer to PlanSA Data Extract for complete details	
		Is there a State heritage place on the land or is the land situated in a State heritage area? [NO]	
		Is the land designated as a local heritage place? [NO]	
		Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land? [UNKNOWN]	
		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 and Refer to page 8 of 13 in Property Interest Report for more details]	
		Note—	
		For further information about the Planning and Design Code visit www.code.plan.sa.gov.au .	

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>
[Note—	<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><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>
NOT APPLICABLE		

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. 20934 INC**
Address of community corporation: **39-45 ARCHER STREET NORTH ADELAIDE SA 5006**
- 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): **Payment toward Common Property Insurance**
 - (b) particulars of assets and liabilities of the community corporation: **Known none if any**
 - (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: **Payment toward Common Property Insurance**
 - (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: **N/A**
 - (e) if the lot is a community lot, particulars of the lot entitlement of the lot: **2500/10000**

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

- 4 Documents supplied by the community corporation that are enclosed:
 - (a) a copy of the minutes of the general meetings of the community corporation and management committee *for the 2 years preceding this statement/since the deposit of the community plan;
(*Strike out or omit whichever is the greater period)
[**NO**]
 - (b) a copy of the statement of accounts of the community corporation last prepared;
[**NO**]
 - (c) a copy of current policies of insurance taken out by the community corporation.
[**YES**]

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

- 5 If "not known" has been specified for any particulars in 3 or a document referred to in 4 has not been supplied, set out the date of the application made to the community corporation and give details of any other steps taken to obtain the particulars or documents concerned: **The Corporation is Self Managed, Common Property Insurance was only put in place at the time of service of this Form 1, The Corporation does not hold any accounts**
- 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:
- CHARLES LAWRENCE PETER GATT and
DORIS JOSEPHINE CATHERINE GATT**
- Address:
- 43 Archer Street North Adelaide SA 5006**

Note—

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

Schedule—Division 3—Community lots and strata units



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

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

Governance

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

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

Use of your property

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

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

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

Are you buying a debt?

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

Expenses

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

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

Guarantee

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

Contracts

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

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

Buying off the plan

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

Mixed use developments—voting rights

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

Further information

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

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

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

You can also seek advice from a legal practitioner.

Annexures

The following documents are annexed hereto –

Annexure A	Copy of Certificate of Title and Community Plan
Annexure B	Property Interest Report
Annexure C	Copy of Council search
Annexure D	Form R3 – Buyers Information Notice
Annexure E	Copy of Common Property Insurance and By Laws

Acknowledgement of Receipt

*I/We, the abovenamed Purchaser(s), hereby acknowledge having received this day this Statement under section 7 under the *Land and Business (Sale and Conveyancing) Act* with the annexures as set out above.

Dated this _____ day of _____ 20____

Signed: _____

Purchaser(s)

The Purchaser acknowledges and consents to the Vendor and Agent or their authorised representatives signing the Form 1 by electronic and/or digital signatures.

(*Strike out whichever is not applicable)

ANNEXURE A	COPY OF CERTIFICATE OF TITLE AND COMMUNITY PLAN
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REAL PROPERTY ACT, 1886



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



Certificate of Title - Volume 5911 Folio 241

Parent Title(s) CT 5851/317
Creating Dealing(s) AP 9743797
Title Issued 05/02/2004 **Edition** 3 **Edition Issued** 10/08/2004

Estate Type

FEE SIMPLE

Registered Proprietor

CHARLES LAWRENCE PETER GATT
DORIS JOSEPHINE CATHERINE GATT
OF 1 NERIDA COURT KIDMAN PARK SA 5025
AS JOINT TENANTS

Description of Land

LOT 3 PRIMARY COMMUNITY PLAN 20934
IN THE AREA NAMED NORTH ADELAIDE
HUNDRED OF YATALA

Easements

TOGETHER WITH FREE AND UNRESTRICTED RIGHT(S) OF WAY OVER THE LAND MARKED D ON CP 20934

Schedule of Dealings

Dealing Number	Description
10017709	MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

Notations

Dealings Affecting Title NIL

Priority Notices NIL

Notations on Plan

Lodgement Date	Dealing Number	Description	Status
05/06/2001	9111418	BY-LAWS	FILED

Registrar-General's Notes NIL

Administrative Interests NIL

SUBSTITUTE SHEET



COMMUNITY PLAN NUMBER CP 20934			
PLAN TYPE			
THIS IS SHEET 1 OF 2 SHEETS			
DEPOSITED 16/ 7 /2001 <i>[Signature]</i> PRO REGISTRAR-GENERAL			
CLOSURE CHECKED SF	PLAN EXAMINED SF	PLAN APPROVED 12-12-03	P.M.S. APPROVED -
TITLE REFERENCE CT 5849 / 378			
LAND DESCRIPTION ALLOTMENT 2 IN DP 57223 OF PART TOWN ACRES 782 & 783 CITY OF ADELAIDE			
IRRIGATION AREA _____ DIVISION _____ HUNDRED YATALA AREA NORTH ADELAIDE COUNCIL CITY OF ADELAIDE			
MAP REFERENCE 6628-41-d			
O.B. DP 57223		TOTAL AREA 609m²	
DEV. No. 020:C007:03			
SCALE 0 5 10 15 METRES			
ANNOTATIONS THE COMMON PROPERTY IS DESIGNATED (C1) FOR LAND INFORMATION PURPOSES ONLY AND DOES NOT PROVIDE A LEGAL IDENTIFIER FOR THE COMMON PROPERTY. NO SERVICE INFRASTRUCTURE WAS IN PLACE AS AT 1-3-01. PORTION OF THE COMMON PROPERTY MARKED C IS SUBJECT TO A FREE AND UNRESTRICTED RIGHT OF WAY. LOTS 1, 2, 3 & 4 AND THE COMMON PROPERTY ARE TOGETHER WITH A FREE AND UNRESTRICTED RIGHT OF WAY OVER THE LAND MARKED D.			
ALL DISTANCES ARE GROUND DISTANCES			
COMBINED SCALE FACTOR 1.00018 ZONE 54 MGA 94			
BEARING DATUM: 162°11'38" DISTANCE 130.21			
DERIVED FROM PM 6628/12704 - PM 6628/12729			

JOHN C BESTED & ASSOC PTY LTD
ABN 23 007 916 814
SURVEYING & PLANNING CONSULTANTS
362 MAGILL ROAD KENSINGTON PARK 5068
PHONE (08) 8332 7111 FAX (08) 8364 1829
email bessurv@senet.com.au

REFERENCE No. 9605.4 / 763	DRAWING No. 96054-COM	VERSION No. 1
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LOCATION & COMMON PROPERTY PLAN

LEGEND	
NETWORK PSM	<input checked="" type="checkbox"/> FD
NETWORK STATION	<input checked="" type="checkbox"/> FD
PERMANENT SURVEY MARK	<input checked="" type="checkbox"/> PLACED <input checked="" type="checkbox"/> FOUND <input checked="" type="checkbox"/> GONE
REFERENCE MARKS	<input checked="" type="checkbox"/> PLACED <input checked="" type="checkbox"/> FOUND <input checked="" type="checkbox"/> GONE
DRILL HOLE & WING	<input checked="" type="checkbox"/> MP OR RM <input checked="" type="checkbox"/> SPK FD <input checked="" type="checkbox"/> BT GONE
DIRECTION CHANGE	<input checked="" type="checkbox"/> (20.32)
PART DISTANCES	20.85 CALC
CALCULATED DATA	100.85
COPIED DATA	

CERTIFICATE OF LICENSED SURVEYOR RELATING TO AMENDMENT OF A DEPOSITED COMMUNITY PLAN

I, JOHN CHARLES BESTED
a Licensed Surveyor under the Survey Act, 1992, certify that this Community Plan has been correctly prepared in accordance with the Community Titles Act, 1996, to a scale prescribed by regulation.

Dated the 26 day of April 2003

Licensed Surveyor *[Signature]*

LOT ENTITLEMENT SHEET

SUBSTITUTE SHEET

COMMUNITY PLAN NUMBER

CP 20934

THIS IS SHEET 2 OF 2 SHEETS

APPROVED

A. M.

12-12-03

DEPOSITED

16/17/2001

J. Moore
PRO REGISTRAR-GENERAL

APPLICATION 9111417

AMENDED VIDE APPLICATION 9743797

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENT	SUBDIVIDED
1	2500	
2	2500	
3	2500	
4	2500	
AGGREGATE	10000	

CERTIFICATE OF LAND VALUER

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

Dated the.....13th.....day of.....November, 2003

[Signature]
Signature of Land Valuer

ANNEXURE B	PROPERTY INTEREST REPORT
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Property Interest Report

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

Title Reference	CT 5911/241	Reference No. 2680724
Registered Proprietors	C L & D J*GATT	Prepared 10/06/2025 10:09
Address of Property	43 ARCHER STREET, NORTH ADELAIDE, SA 5006	
Local Govt. Authority	THE CORPORATION OF THE CITY OF ADELAIDE	
Local Govt. Address	GPO BOX 2252 ADELAIDE SA 5001	

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

Table of Particulars

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

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

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

1. General

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

<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | Refer to the Certificate of Title |
| 1.2 | Easement
(whether over the land or annexed to the land)

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

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

<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | Refer to the Certificate of Title for details of any restrictive covenants as an encumbrance |
| 1.4 | Lease, agreement for lease, tenancy agreement or licence
(The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.)

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

also

Contact the vendor for these details |
| 1.5 | Caveat | Refer to the Certificate of Title |
| 1.6 | Lien or notice of a lien | Refer to the Certificate of Title |

2. Aboriginal Heritage Act 1988

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

an area surrounding a site

- 2.3 Part 3 Division 6 - Aboriginal heritage agreement

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

also

Refer to the Certificate of Title

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

- 3.1 section 8 - Human remains interred on land

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

also

contact the vendor for these details

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

- 4.1 section 5 - Notice requiring payment

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

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

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

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

- 5.4 section 55 - Order to remove or perform work

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

also

Contact the Local Government Authority for other details that might apply

- 5.5 section 56 - Notice to complete development

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

also

Contact the Local Government Authority for other details that might apply

- 5.6 section 57 - Land management agreement

Refer to the Certificate of Title

- 5.7 section 60 - Notice of intention by building owner

Contact the vendor for these details

- 5.8 section 69 - Emergency order

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

also

Contact the Local Government Authority for other details that might apply

- 5.9 section 71 - Fire safety notice

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

5.10	section 84 - Enforcement notice	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
5.11	section 85(6), 85(10) or 106 - Enforcement order	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
5.12	Part 11 Division 2 - Proceedings	Contact the Local Government Authority for other details that might apply also Contact the vendor for these details

6. Repealed Act conditions

6.1	Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act, 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1966</i> (repealed) <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
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7. Emergency Services Funding Act 1998

7.1	section 16 - Notice to pay levy	An Emergency Services Levy Certificate will be forwarded. If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750. Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates www.revenuesaonline.sa.gov.au
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8. Environment Protection Act 1993

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

8.9	section 103P - Notation of site contamination audit report in relation to the land	EPA (SA) does not have any current Orders registered on this title
8.10	section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land	EPA (SA) does not have any current Orders registered on this title
9.	<i>Fences Act 1975</i>	
9.1	section 5 - Notice of intention to perform fencing work	Contact the vendor for these details
10.	<i>Fire and Emergency Services Act 2005</i>	
10.1	section 105F - (or section 56 or 83 (repealed)) - Notice to take action to prevent outbreak or spread of fire	Contact the Local Government Authority for other details that might apply Where the land is outside a council area, contact the vendor
11.	<i>Food Act 2001</i>	
11.1	section 44 - Improvement notice	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
11.2	section 46 - Prohibition order	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
12.	<i>Ground Water (Qualco-Sunlands) Control Act 2000</i>	
12.1	Part 6 - risk management allocation	Qualco Sunlands Ground Water Control Trust has no record of any allocation affecting this title
12.2	section 56 - Notice to pay share of Trust costs, or for unauthorised use of water, in respect of irrigated property	DEW Water Licensing has no record of any notice affecting this title
13.	<i>Heritage Places Act 1993</i>	
13.1	section 14(2)(b) - Registration of an object of heritage significance	Heritage Branch in DEW has no record of any registration affecting this title
13.2	section 17 or 18 - Provisional registration or registration	Heritage Branch in DEW has no record of any registration affecting this title
13.3	section 30 - Stop order	Heritage Branch in DEW has no record of any stop order affecting this title
13.4	Part 6 - Heritage agreement	Heritage Branch in DEW has no record of any agreement affecting this title also Refer to the Certificate of Title
13.5	section 38 - "No development" order	Heritage Branch in DEW has no record of any "No development" order affecting this title
14.	<i>Highways Act 1926</i>	
14.1	Part 2A - Establishment of control of access from any road abutting the land	Transport Assessment Section within DIT has no record of any registration affecting this title
15.	<i>Housing Improvement Act 1940 (repealed)</i>	
15.1	section 23 - Declaration that house is undesirable or unfit for human habitation	Contact the Local Government Authority for other details that might apply
15.2	Part 7 (rent control for substandard houses) - notice or declaration	Housing Safety Authority has no record of any notice or declaration affecting this title
16.	<i>Housing Improvement Act 2016</i>	

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

17. *Land Acquisition Act 1969*

17.1	section 10 - Notice of intention to acquire	Refer to the Certificate of Title for any notice of intention to acquire also Contact the Local Government Authority for other details that might apply
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18. *Landscape South Australia Act 2019*

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

Act

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

19. *Land Tax Act 1936*

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

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

20. *Local Government Act 1934 (repealed)*

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

21. *Local Government Act 1999*

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

22. *Local Nuisance and Litter Control Act 2016*

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

23. *Metropolitan Adelaide Road Widening Plan Act 1972*

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

24. *Mining Act 1971*

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

24.9	Proclamation with respect to a private mine	Mineral Tenements in the Department of Energy and Mining has no record of any proclamation affecting this title
25. <i>Native Vegetation Act 1991</i>		
25.1	Part 4 Division 1 - Heritage agreement	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.2	section 25C - Conditions of approval regarding achievement of environmental benefit by accredited third party provider	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.3	section 25D - Management agreement	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.4	Part 5 Division 1 - Refusal to grant consent, or condition of a consent, to clear native vegetation	DEW Native Vegetation has no record of any refusal or condition affecting this title
26. <i>Natural Resources Management Act 2004 (repealed)</i>		
26.1	section 97 - Notice to pay levy in respect of costs of regional NRM board	The regional landscape board has no record of any notice affecting this title
26.2	section 123 - Notice to prepare an action plan for compliance with general statutory duty	The regional landscape board has no record of any notice affecting this title
26.3	section 134 - Notice to remove or modify a dam, embankment, wall or other obstruction or object	The regional landscape board has no record of any notice affecting this title
26.4	section 135 - Condition (that remains in force) of a permit	The regional landscape board has no record of any notice affecting this title
26.5	section 181 - Notice of instruction as to keeping or management of animal or plant	The regional landscape board has no record of any notice affecting this title
26.6	section 183 - Notice to prepare an action plan for the destruction or control of animals or plants	The regional landscape board has no record of any notice affecting this title
26.7	section 185 - Notice to pay costs of destruction or control of animals or plants on road reserve	The regional landscape board has no record of any notice affecting this title
26.8	section 187 - Notice requiring control or quarantine of animal or plant	The regional landscape board has no record of any notice affecting this title
26.9	section 193 - Protection order to secure compliance with specified provisions of the Act	The regional landscape board has no record of any order affecting this title
26.10	section 195 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act	The regional landscape board has no record of any order affecting this title
26.11	section 197 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act	The regional landscape board has no record of any authorisation affecting this title
27. <i>Outback Communities (Administration and Management) Act 2009</i>		
27.1	section 21 - Notice of levy or contribution payable	Outback Communities Authority has no record affecting this title

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

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

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

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

has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply

29.8 section 157 - Fire safety notice

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

also

Contact the Local Government Authority for other details that might apply

29.9 section 192 or 193 - Land management agreement

Refer to the Certificate of Title

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

29.12 Part 16 Division 1 - Proceedings

Contact the Local Government Authority for details relevant to this item

also

Contact the vendor for other details that might apply

29.13 section 213 - Enforcement notice

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

also

Contact the Local Government Authority for other details that might apply

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

Contact the Local Government Authority for details relevant to this item

also

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

30. *Plant Health Act 2009*

30.1 section 8 or 9 - Notice or order concerning pests

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

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

31.1 Part 3 - Notice

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

32. *South Australian Public Health Act 2011*

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

also

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

also

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

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

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

34. *Water Industry Act 2012*

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

also

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

also

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

also

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

also

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

35. *Water Resources Act 1997 (repealed)*

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

36. *Other charges*

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

also

Contact the vendor for these details

also

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

Other Particulars

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

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

Additional Information

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

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

Notices

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

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

Building restrictions

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

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

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

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

Statutory easements

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

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

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

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

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

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

Land Tax Act 1936 and Regulations thereunder

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

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

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

Information should be obtained from:

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

Landscape South Australia 2019

Water Resources Management - Taking of underground water

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

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

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

Certificate of Title

Title Reference CT 5911/241
Status CURRENT
Easement YES
Owner Number 01333253
Address for Notices 43 ARCHER ST NORTH ADELAIDE 5006
Area 114m² (CALCULATED)

Estate Type

Fee Simple

Registered Proprietor

CHARLES LAWRENCE PETER GATT
DORIS JOSEPHINE CATHERINE GATT
OF 1 NERIDA COURT KIDMAN PARK SA 5025
AS JOINT TENANTS

Description of Land

LOT 3 PRIMARY COMMUNITY PLAN 20934
IN THE AREA NAMED NORTH ADELAIDE
HUNDRED OF YATALA

Last Sale Details

Dealing Reference TRANSFER (T) 9750955
Dealing Date 18/12/2003
Sale Price \$247,000
Sale Type TRANSFER FOR FULL MONETARY CONSIDERATION

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
MORTGAGE	10017709	COMMONWEALTH BANK OF AUSTRALIA

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
0222283202	CURRENT	43 ARCHER STREET, NORTH ADELAIDE, SA 5006

Notations

Dealings Affecting Title

NIL

Notations on Plan

Lodgement Date	Dealing Number	Descriptions	Status
05/06/2001 14:10	9111418	BY-LAWS	FILED

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	0222283202
Type	Site & Capital Value
Date of Valuation	01/01/2024
Status	CURRENT
Operative From	01/07/2002
Property Location	43 ARCHER STREET, NORTH ADELAIDE, SA 5006
Local Government	ADELAIDE
Owner Names	CHARLES LAWRENCE PETER GATT DORIS JOSEPHINE GATT
Owner Number	0951047*
Address for Notices	43 ARCHER ST NORTH ADELAIDE 5006
Zone / Subzone	CL - City Living \ NALI - North Adelaide Low Intensity
Water Available	Yes
Sewer Available	Yes
Land Use	1230 - Row House
Description	5H DCP
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
C20934 LOT 3	CT 5911/241

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$500,000	\$930,000			
Previous	\$455,000	\$850,000			

Building Details

Valuation Number	0222283202
Building Style	High Quality Conventional
Year Built	2004
Building Condition	Very Good
Wall Construction	Stone; Freestone
Roof Construction	Galvanised Iron
Equivalent Main Area	130 sqm
Number of Main Rooms	5

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

Certificate of Title

Title Reference: CT 5911/241
Status: CURRENT
Edition: 3

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
05/06/2001	17/07/2001	9111418	BY-LAWS	FILED	C20934

Registrar-General's Notes

No Registrar-General's Notes exist for this title

Certificate of Title

Title Reference: CT 5911/241
Status: CURRENT
Parent Title(s): CT 5851/317
Dealing(s) Creating Title: AP 9743797
Title Issued: 05/02/2004
Edition: 3

Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
30/06/2004	10/08/2004	10017709	MORTGAGE	REGISTERED	COMMONWEALTH BANK OF AUSTRALIA
30/06/2004	10/08/2004	10017708	CHANGE OF NAME	REGISTERED	DORIS JOSEPHINE CATHERINE GATT
18/12/2003	09/02/2004	9750955	TRANSFER	REGISTERED	CHARLES LAWRENCE PETER GATT, JOSEPHINE CATHERINE GATT
18/12/2003	09/02/2004	9750954	DISCHARGE OF MORTGAGE	REGISTERED	9471212
22/11/2002	02/12/2002	9471212	MORTGAGE	REGISTERED	COMMONWEALTH BANK OF AUSTRALIA



ABN 19 040 349 865
Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

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

PIR Reference No: 2680724

L PSARROS & M.A PSARROS
130 FRANKLIN STREET
ADELAIDE SA 5000

DATE OF ISSUE

10/06/2025

ENQUIRIES:

Tel: (08) 8226 3750

Email: revsaesl@sa.gov.au

OWNERSHIP NUMBER

0951047*

OWNERSHIP NAME

C L & D J GATT

PROPERTY DESCRIPTION

43 ARCHER ST / NORTH ADELAIDE SA 5006 / LT 3 C20934

ASSESSMENT NUMBER

0222283202

TITLE REF.

(A "+" indicates multiple titles)

CT 5911/241

CAPITAL VALUE

\$930,000.00

AREA / FACTOR

R4
1.000

LAND USE / FACTOR

RE
0.400

LEVY DETAILS:

FINANCIAL YEAR

2024-2025

FIXED CHARGE

+ VARIABLE CHARGE

- REMISSION

- CONCESSION

+ ARREARS / - PAYMENTS

= AMOUNT PAYABLE

\$ 50.00
\$ 350.40
\$ 277.50
\$ 46.00
\$ -76.90
\$ 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

08/09/2025



Government of
South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

Please Note:

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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




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

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

For more information:

Visit: www.revenuesa.sa.gov.au
Email: revsupport@sa.gov.au
Phone: (08) 8226 3750

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 <p>Billers Code: 456285 Ref: 7002803612</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au <small>© Registered to BPAY Pty Ltd ABN 69 079 137 518</small></p>	 <p>To pay via the internet go to: www.revenuesaonline.sa.gov.au</p>	 <p>Send your cheque or money order, made payable to the Community Emergency Services Fund, along with this Payment Remittance Advice to:</p> <p>Revenue SA Locked Bag 555 ADELAIDE SA 5001</p>
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OFFICIAL: Sensitive

**RevenueSA**

DEPARTMENT OF TREASURY AND FINANCE

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

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

PIR Reference No: 2680724

DATE OF ISSUE

10/06/2025

L PSARROS & M.A PSARROS
130 FRANKLIN STREET
ADELAIDE SA 5000

ENQUIRIES:

Tel: (08) 8226 3750

Email: landtax@sa.gov.au

OWNERSHIP NAME

C L & D J GATT

FINANCIAL YEAR

2024-2025

PROPERTY DESCRIPTION

43 ARCHER ST / NORTH ADELAIDE SA 5006 / LT 3 C20934

ASSESSMENT NUMBER

0222283202

TITLE REF.

(A "+" indicates multiple titles)

CT 5911/241

TAXABLE SITE VALUE

\$500,000.00

AREA

0.0114 HA

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

CURRENT TAX	\$	0.00	SINGLE HOLDING	\$	0.00
- DEDUCTIONS	\$	0.00			
+ ARREARS	\$	0.00			
- PAYMENTS	\$	0.00			
= <u>AMOUNT PAYABLE</u>	\$	0.00			

Please Note:

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

ON OR BEFORE **08/09/2025**

See overleaf for further information

**Government of
South Australia**

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

**RevenueSA**

DEPARTMENT OF TREASURY AND FINANCE

Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE**PAYMENT REMITTANCE ADVICE****No payment is required on this Certificate**

Please Note:

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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




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

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

For more information:

Visit: www.revenuesa.sa.gov.au
Email: revsupport@sa.gov.au
Phone: (08) 8226 3750

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 Billers Code: 456293 Ref: 7002803521 Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au <small>® Registered to BPAY Pty Ltd ABN 69 079 137 518</small>	 To pay via the internet go to: www.revenuesaonline.sa.gov.au	 Send your cheque or money order, made payable to the Commissioner of State Taxation , along with this Payment Remittance Advice to: Revenue SA Locked Bag 555 ADELAIDE SA 5001
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OFFICIAL: Sensitive

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

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

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

South Australian Water Corporation

Name:
CL & DJ GATT

Water & Sewer Account
Acct. No.: 02 22283 20 2

Amount: _____

Address:
43 ARCHER ST NORTH ADELAIDE LT 3
C20934

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	0222283202



Bill code: 8888
Ref: 0222283202

Telephone and Internet Banking — BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More information at bpay.com.au



Paying online

Pay online at www.sawater.com.au/paynow for a range of options. Have your account number and credit card details to hand.



Paying by phone

Call 1300 650 870 and pay by phone using your Visa/Mastercard 24/7.

SA Water account number: 0222283202



**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

ANNEXURE C	COPY OF COUNCIL SEARCH
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Date: 11 June 2025

Email: 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

ABN 20 903 762 572

Dear Sir/Madam,

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

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

Title Reference CT-5911/241
Owner Name Mrs D J C Gatt and Mr C L P Gatt
Address of Property 43 Archer Street, NORTH ADELAIDE SA 5006

You are advised:

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

In addition:

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

Yours faithfully,

pp
Michael Sedgman
Chief Executive Officer



**THE CORPORATION OF THE CITY OF ADELAIDE
LOCAL GOVERNMENT RATES SEARCH**

Rates & Property Enquiries: 8203 7203

Email: city@cityofadelaide.com.au

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

Dear Sir/Madam

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

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

Date Received	10 June 2025
Receipt Number	6923551
Document Issue Date	11 June 2025
Property Address	43 Archer Street, NORTH ADELAIDE SA 5006
Property Description	Lot 3 CP 20934
Property Titles	CT-5911/241
Owner of Property	Mrs D J C Gatt and Mr C L P Gatt

Local Government Act 1999 [Act]

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

Section 179

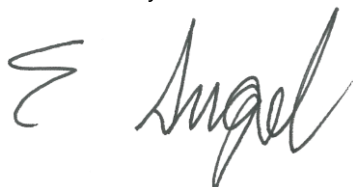
(1) If land is rateable for portion, but not for the whole, of a financial year, the land will be subject to rates imposed for the financial year but there will be a proportionate reduction in the amount of rates.

(2) A council may, for the purposes of the operation of subsection (1) in respect of land that becomes rateable after the adoption of valuations by the council for the relevant year, specifically adopt a valuation of the land

Fines for Late Payment:

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

Yours faithfully,



pp
Michael Sedgman
Chief Executive Officer



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

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

ABN 20 903 762 572



Assessment No: 26698 1

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

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

ABN 20 903 762 572

Property Location **43 Archer Street, NORTH ADELAIDE**

Rateable Valuation	\$26,000
Arrears	\$0.00
Arrears Legal Fees	\$0.00

Gross Rates **\$2,947.65**

(includes Regional
Landscape Levy)

Interest, Current	\$14.70
Interest, Arrears	\$0.00

Rebates	\$0.00
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Legal Charges, Current	\$0.00
Deferred Debts	\$0.00
	\$0.00

Paid	\$-2,210.75
Overpayments	\$0.00
Refunds	\$0.00

Outstanding Balance **\$751.60**



Change of Ownership – New Owner Information

Rates & Property Enquiries: 8203 7203

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

Name: SEARCHLIGHT TECHNOLOGY P/L

Address: PO Box 232, RUNDLE MALL SA 5000

File reference:

Phone number:



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

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

ABN 20 903 762 572

Certificate of Title:	CT-5911/241
Property Description:	Lot 3 CP 20934
Property Address:	43 Archer Street, NORTH ADELAIDE SA 5006
Previous Owner: (Full names)	Mrs D J C Gatt and Mr C L P Gatt
New Owner: (Titles and full names)	
New Owner's Postal address for future notices: (or managing agent)	
New Owner's Postal address for general mail: (if different to above)	
New Owner's contact phone number(s):	
New Owner's email address:	
Settlement Date:	

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



PREScribed INFORMATION

Address: 43 Archer Street, NORTH ADELAIDE SA 5006
Alternate:
Certificate of Title: CT-5911/241

Reference: 2011/03438
Dated: 11 June 2025

Prescribed encumbrance	Other particulars required
Part 1—Items that must be included in statement	
{If an item is not applicable strike it out or write "NOT APPLICABLE" or "N/A" in column 1.}	
<i>Development Act 1993 (repealed)</i>	
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: <i>Development Conditions – See Attachment</i>
<i>Repealed Act conditions</i>	
Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1966</i> (repealed)	Nature of Condition(s):

PREScribed INFORMATION

Planning, Development and Infrastructure Act 2016	
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): Refer to attached PlanSA Section 7 Report</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>Date of authorisation:</p> <p>Name of relevant authority that granted authorisation:</p> <p>Condition(s) of authorisation:</p> <p>Refer to attached PlanSA Section 7 Report</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

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

~~Date requirement given:~~

~~Name of body giving requirement:~~

~~Nature of requirement:~~

~~Contribution payable (if any):~~

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

~~Date of agreement:~~

~~Names of parties:~~

~~Terms of agreement:~~

~~Contribution payable (if any):~~

~~section 55—Order to remove or perform work~~

~~Date of order:~~

~~Terms of order:~~

~~Building work (if any) required to be carried out:~~

~~Amount payable (if any):~~

~~section 56—Notice to complete development~~

~~Date of notice:~~

~~Requirements of notice:~~

~~Building work (if any) required to be carried out:~~

~~Amount payable (if any):~~

~~Section 57—Land management agreement~~

~~Date of agreement:~~

~~Names of parties:~~

~~Terms of agreement:~~

~~Section 69—Emergency Order~~

~~Date of order:~~

~~Name of authorised officer who made order:~~

~~Name of authority that appointed authorised officer:~~

~~Nature of order:~~

~~Amount payable (if any):~~

PRESCRIBED INFORMATION

Section 71 — Fire safety notice	Date of notice: Name of authorised officer giving notice: Requirements of notice: Building work (if any) required to be carried out: Amount payable (if any):
Section 84 — Enforcement notice	Date notice given: Name of relevant authority giving notice: Nature of directions contained in notice: Building work (if any) required to be carried out: Amount payable (if any):
section 85(6), 85(10) or 106 — Enforcement order	Date order made: Name of court that made order: Action number: Names of parties: Terms of order: Building work (if any) required to be carried out:
Part 11 Division 2 — Proceedings	Date of commencement of proceedings: Date of determination or order (if any): Terms of determination or order (if any):
Confirmed – Planning/Development Section	
Fire and Emergency Services Act 2005	
section 105F (or section 56 or 83 (repealed)) — Notice of action required concerning flammable materials on land	Date of notice: Person or body who issued notice: Requirements of notice (as stated therein): Amount payable (if any):
Confirmed – Enforcement/Compliance section:	
Food Act 2001	
section 44 — Improvement notice	Date of notice: Name of authorised officer who served notice: Name of authority that appointed officer: Requirements of notice:

PRESCRIBED INFORMATION

section 46 — Prohibition order	Date of order: Name of authority or person who served order: Requirements of order:
Confirmed – Environmental Health section:	
<i>Housing Improvement Act 1940</i>	
section 23 — declaration that house is undesirable or unfit for human habitation	Date of declaration: Those particulars required to be provided by a council under section 23:
Part 7 (rent control for substandard houses) — Notice or declaration	Date of notice or declaration Those particulars required to be provided by the housing authority under section 60:
Confirmed – Building/Development section:	
<i>Land Acquisition Act 1969</i>	
Section 10 — Notice of intention to acquire	Date of notice: Name of Authority who served notice: Description of land intended to be acquired (as described in the notice):

PRESCRIBED INFORMATION

Local Government Act 1934 (repealed)

~~Notice, order, declaration, charge, claim or demand given or made under the Act~~

~~Date of notice, order etc:~~

~~Name of council by which, or person by whom, notice, order etc is given or made:~~

~~Land subject thereto:~~

~~Nature of requirements contained in notice, order etc:~~

~~Time for carrying out requirements:~~

~~Amount payable (if any):~~

Local Government Act 1999

~~Notice, order, declaration, charge, claim or demand given or made under the Act~~

~~Date of notice, order etc:~~

~~Name of council by which, or person by whom, notice, order etc is given or made:~~

~~Land subject thereto:~~

~~Nature of requirements contained in notice, order etc:~~

~~Time for carrying out requirements:~~

~~Amount payable (if any):~~

Confirmed – General section:

Local Nuisance and Litter Control Act 2016

~~Section 30 – Nuisance or litter abatement notice~~

~~Date of notice:~~

~~Notice issued by:~~

~~Nature of requirements contained in notice:~~

~~Time for carrying out requirements:~~

Planning, Development and Infrastructure Act 2016

~~section 141 – Order to remove or perform work~~

~~Date of order:~~

~~Terms of order:~~

~~Building work (if any) required to be carried out:~~

PRESCRIBED INFORMATION

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

PRESCRIBED INFORMATION

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

PRESCRIBED INFORMATION

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

PREScribed INFORMATION

<i>Other charges</i>	
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

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

CONSENT under the Development Act, 1993 was given on 24 January 2000 to

Demolish part of the existing hotel and construct 4, two storey townhouses, **DA/1001/1999**

SUBJECT to the following Conditions:

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

Details of any air conditioning or air extraction plant or ducting in association with this development to be placed on the exterior of the building shall be submitted to and approved by Council.

A schedule and samples of materials and finishes shall be submitted and approved by Council prior to or at the time of Provisional Building Rules Consent.

PREScribed INFORMATION

DECISION NOTIFICATION FORM

FOR DEVELOPMENT APPLICATION

DATED 21 January 2000

DEVELOPMENT NUMBER

REGISTERED ON 21 January 2000

LD/1/2000

TO: BECHERVAISE & ASSOCIATES
REAR 183 Melbourne St
NORTH ADELAIDE SA 5006

LOCATION OF PROPOSED DEVELOPMENT: **'DOVER CASTLE HOTEL', 54-60 Margaret Street, NORTH ADELAIDE SA 5006, YARD 39-43 Archer Street, NORTH ADELAIDE SA 5006**

CT: Volume Folio

Nature of Proposed Development **Land Division - boundary realignment.**

From **BECHERVAISE & ASSOCIATES**

In respect of this proposed development you are informed that:

NATURE OF CONSENT	CONSENT STATUS	DATE OF DECISION	NO. OF CONDITIONS
Provisional Development Plan Consent	Consent	22 February 2000	-
Land Division Consent	Consent	22 February 2000	3
Development Approval	Approved	22 February 2000	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: **22 February 2000**

PREScribed INFORMATION

DEVELOPMENT NUMBER

LD/1/2000

FOR DEVELOPMENT APPLICATION:	DATED	21 January 2000
	REGISTERED ON	21 January 2000
LOCATION OF PROPOSED DEVELOPMENT:	'DOVER CASTLE HOTEL', 54-60 Margaret Street, NORTH ADELAIDE SA 5006	
	CT: VOLUME:	FOLIO:

CONDITIONS OF LAND DIVISION CONSENT ARE AS FOLLOWS:

The financial, easement and internal drain requirements for water and sewerage of the SA Water Corporation, if any, being met.

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

Two copies of a certified survey plan being lodged with the Development Assessment Commission for Certificate purposes.

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

Pursuant to Section 42 of the Development Act, 1993, the applicant or any person having the benefit of this development approval shall not use any existing building or any part thereof contained on any allotment resulting from the land division hereby approved unless the requirements of the Building Rules, particularly in relation to fire resistance or demolition, have been met to the reasonable satisfaction of Council.

Reason: To ensure buildings comply with the Building Code of Australia.

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

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

PREScribed INFORMATION

DECISION NOTIFICATION FORM

FOR DEVELOPMENT APPLICATION

DATED 09 October 2000

DEVELOPMENT NUMBER

REGISTERED ON 09 October 2000

CO/32/2000

TO: Mr T Maras
C/- John C Bested & Associates
362 Magill Rd
KENSINGTON PARK SA 5068

LOCATION OF PROPOSED DEVELOPMENT: **39 Archer Street, NORTH ADELAIDE SA 5006**

CT: Volume Folio

Nature of Proposed Development **Create 4 community titles from 1 allotment.**

From **Mr T Maras**

In respect of this proposed development you are informed that:

NATURE OF CONSENT	CONSENT STATUS	DATE OF DECISION	NO. OF CONDITIONS
Provisional Development Plan Consent	Consent	09 November 2000	-
Community Title Consent	Consent	09 November 2000	3
Development Approval	Approved	09 November 2000	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: **09 November 2000**

PREScribed INFORMATION

DEVELOPMENT NUMBER**CO/32/2000**

FOR DEVELOPMENT APPLICATION:	DATED	09 October 2000
	REGISTERED ON	09 October 2000
LOCATION OF PROPOSED DEVELOPMENT:	39 Archer Street, NORTH ADELAIDE SA 5006	
	CT: VOLUME:	FOLIO:

CONDITIONS OF COMMUNITY TITLE CONSENT ARE AS FOLLOWS:

The financial, easement and internal drain requirements for water and sewerage services of the SA Water Corporation, if any, being met.

Payment of \$4860 into the Planning and Development Fund (1 allotment @ \$1620 per allotment). Cheques to be made payable and marked "Not Negotiable" to the Development Assessment Commission and payment made at Level 5, 136 North terrace, Adelaide, or sent to GPO Box 1815, Adelaide, 5001.

Two copies of a certified survey plan being lodged with the Development Assessment Commission for Certificate purposes.

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

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

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

PREScribed INFORMATION



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

Enquiries: Jay Deb (8203 7279)
Reference: 1999/03903

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

DECISION NOTIFICATION FORM

FOR DEVELOPMENT APPLICATION

DATED 13 July 2000

REGISTERED ON 13 July 2000

DEVELOPMENT NUMBER

DA/1001/1999/B

TO: KEITH NAJAR ARCHITECT
200 Melbourne St
NORTH ADELAIDE SA 5006

LOCATION OF PROPOSED DEVELOPMENT: 39-45 Archer Street, NORTH ADELAIDE SA 5006

CT: Volume Folio

Nature of Proposed Development vary the previous authorisation - to reduce roof pitch, introduce hips to east & west sides and introduce plant room to roof space.

From KEITH NAJAR ARCHITECT

In respect of this proposed development you are informed that:

NATURE OF CONSENT	CONSENT STATUS	DATE OF DECISION	NO. OF CONDITIONS
Provisional Development Plan Consent	Consent	25 August 2000	1
Provisional Building Rules Consent	Consent	13 October 2000	2
Development Approval	Approved	09 August 2001	3

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

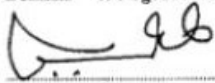
If representation(s) from third parties concerning your category 3 proposal were received:

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: 09 August 2001

Signed: 

Date: 9. 8. 2001

☐ Development Assessment Commission or delegate

☒ Council Chief Executive Officer or delegate

☐ Private Certifier

☐ 2 Sheets Attached

PREScribed INFORMATION

DEVELOPMENT NUMBER**DA/1001/1999/B**

FOR DEVELOPMENT APPLICATION:

DATED

13 July 2000

REGISTERED ON

13 July 2000

LOCATION OF PROPOSED DEVELOPMENT:

YARD 39-43 Archer Street, NORTH ADELAIDE SA 5006

CT: VOLUME:

FOLIO:

CONDITIONS OF PROVISIONAL DEVELOPMENT PLAN CONSENT ARE AS FOLLOWS:

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

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

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

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

PREScribed INFORMATION

KATNICH DODD

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

Reference No: PC12385

DECISION NOTIFICATION FORM

For Development Application Dated : Development No: DA/1001/1999/B
Registered On :

To: MARAS, TWISS, ABBOTT & NAJAR
C/- 200 MELBOURNE STREET
NORTH ADELAIDE SA 5006

LOCATION OF PROPOSED DEVELOPMENT:

House No: 39-45 Lot No: Street: ARCHER STREET Suburb: NORTH ADELAIDE
Section No: Hundred: Volume: Folio:

NATURE OF PROPOSED DEVELOPMENT

ATTACHED DWELLINGS (4) & CARPORTS

In respect of this proposed development you are informed that:

NATURE OF CONSENT	CONSENT GRANTED	NUMBER OF CONDITIONS	CONSENT REFUSED
PROVISIONAL DEVELOPMENT PLAN CONSENT	----	----	----
PROVISIONAL BUILDING RULES CONSENT	13/10/00	2	----
LAND DIVISION (TORRENS / STRATA)	----	----	----
PUBLIC SPACE	N/A	----	----
OTHER	N/A	----	----
	----	* See notes	----

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

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

* NOTE

No development may be undertaken unless the development is an approved development (Section 32). A development is an approved development if, and only if, a relevant authority has assessed the development against, and granted a consent in respect of each of the matters prescribed in Section 33(1).

Signed:

Date: 13 October, 2000

- () Development Assessment Commission or Delegate
() Council Chief Executive Officer or Delegate
(*) Private Certifier (I)
(2) Sheets Attached

PREScribed INFORMATION



Reference No: PC12385

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

BUILDING WORK:	ATTACHED DWELLINGS (4) & CARPORTS
SITE ADDRESS:	39-45 ARCHER STREET, NORTH ADELAIDE
APPLICANT:	MARAS, TWISS, ABBOTT & NAJAR
OWNER:	MARAS, TWISS, ABBOTT & NAJAR
CLASSIFICATION:	1a & 10a
DEVELOPMENT NO:	DA/1001/1999/B

CONDITIONS

1..The Certificate of (Housing Indemnity) Insurance in the form prescribed in Regulation 14 and Part 5 of the Building Work Contractors Act, 1995 shall be submitted to Council prior to work being commenced.

Reg 21.

2..The voids created by the external walls of the building on the eastern and western allotment boundaries shall be fully flashed and sealed to prevent the entry of vermin.

BCA-SA 6.1/Part SA 6

Notes

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.

The owner of the land on which domestic building work is to be performed must ensure that a certificate of insurance in relation to that work is lodged with the Council if the value of the contract is \$5000 or more. (Refer to Reg 21) In the case of owner builders the insurance applies to each individual contract with a value of \$5000 or more including (if applicable) any contract by a person with a builder's licence engaged to supervise the building work.

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

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

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

AS3660.1- 'Protection of new buildings from subterranean termites', sets out methods for implementation during construction, for minimising the risk to new buildings from damage to their structural members by subterranean termites. The protection methods will not provide a total guarantee against attack. A durable notice shall be permanently fixed to the building in a prominent location such as a meter box or the like indicating the method of protection; and the date of installation of the system; and where a chemical barrier is used, its life expectancy as

PREScribed INFORMATION

listed on the National Registration Authority label; and the need to maintain and inspect the system on a regular basis. The owner must be aware that regular inspections for termite activity will need to be carried out, at intervals not exceeding 12 months, to further reduce the risk of termite damage.

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

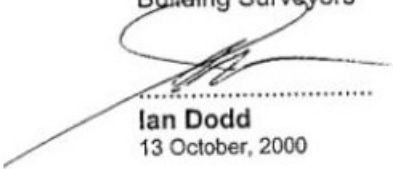
The footings have only been checked for compliance with the minimum allowable requirements prescribed in AS2870. The owner is advised to refer to the footing construction report or seek advice from the engineer in this matter.

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

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

This report does not imply compliance with the Electricity Act, 1996 as amended or the regulations thereunder. It is the responsibility of the owner and the person erecting the building to ensure compliance with same.

Katnich Dodd
Building Surveyors



.....
Ian Dodd
13 October, 2000

PREScribed INFORMATION



DECISION NOTIFICATION FORM

APPLICATION DATED: 16-May-2003
APPLICATION REGISTERED ON: 16-May-2003

FILE REFERENCE: 1999/03903
CONTACT OFFICER: Bonney Corbin 8203 7405

Development Application: CO/9/2003 (020/C007/03)
Applicant: CARRINGTON CONVEYANCERS
Nature of Development: Community Titles - boundary realignment
Location: 39-45 Archer Street, NORTH ADELAIDE SA 5006

In respect of this proposed development you are informed that:

NATURE OF CONSENT	CONSENT STATUS	DATE OF DECISION	NO. OF CONDITIONS
Provisional Development Plan Consent	Granted	20 November 2003	1
Community Title Consent	Granted	20 November 2003	1
Development Approval	Granted	20 November 2003	2

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

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

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

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

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

Date of Decision: 20-Nov-2003

☐ Development Assessment Commission or delegate

☒ Council Chief Executive Officer or delegate

☐ Private Certifier

☐ 3 Sheets Attached

Signed: 

Date: 20/11/2003

cc Development Assessment Commission

PREScribed INFORMATION



CONDITIONS OF PROVISIONAL DEVELOPMENT PLAN CONSENT

Development Application:

CO/9/2003 (020/C007/03)

Applicant:

CARRINGTON CONVEYANCERS

Location:

39-45 Archer Street, NORTH ADELAIDE SA 5006

1. The development granted Development Approval shall be undertaken in accordance with the plans and details submitted to the satisfaction of Council except where varied by conditions below (if any).

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



CONDITIONS OF LAND DIVISION (STRATA) CONSENT

Development Application:

CO/9/2003 (020/C007/03)

Applicant:

CARRINGTON CONVEYANCERS

Location:

39-45 Archer Street, NORTH ADELAIDE SA 5006

1. The financial, easement and internal drain requirements for water and sewerage services of the SA Water Corporation, if any, being met.

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

PREScribed INFORMATION



DECISION NOTIFICATION FORM

APPLICATION DATED: 16-Dec-2002
APPLICATION REGISTERED ON: 19-Dec-2002

FILE REFERENCE: 1999/03903
CONTACT OFFICER: Rick Hutchins 8203 7241
Mike Chang 8203 7488

Development Application: DA/958/2002
Applicant: KEITH NAJAR ARCHITECT
Nature of Development: Construct 4, two storey attached dwellings
Location: 39-45 Archer Street, NORTH ADELAIDE SA 5006

In respect of this proposed development you are informed that:

NATURE OF CONSENT	CONSENT STATUS	DATE OF DECISION	NO. OF CONDITIONS
Provisional Development Plan Consent	Granted	12 February 2003	6
Provisional Building Rules Consent	Granted	17 February 2003	2
Development Approval	Granted	25 May 2004	8

~~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: 25 May 2004

Signed: Adela M. Hall

Date: 25/5/2004

- ☐ Development Assessment Commission or delegate
☒ Council Chief Executive Officer or delegate
☐ Private Certifier
☐ Sheets Attached

PREScribed INFORMATION

2

DEVELOPMENT NUMBER

DA/958/2002

FOR DEVELOPMENT APPLICATION:

DATED

16 December 2002

REGISTERED ON

19 December 2002

LOCATION OF PROPOSED
DEVELOPMENT:

39-45 Archer Street, NORTH ADELAIDE SA 5006

CONDITIONS OF PROVISIONAL DEVELOPMENT PLAN CONSENT ARE AS FOLLOWS:

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

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

Details of the balcony divider shall be to the satisfaction of Council's Heritage staff before Building Rules Consent.

Reason: To ensure that the cultural value and setting of the heritage items are conserved.

The existing footpath levels are to be retained and entrance levels of the development must meet the existing back of footpath. The Corporation of the City of Adelaide WILL NOT adjust footpath levels to suit finished building levels.

Reason: To ensure that satisfactory levels are achieved.

The connection of storm water to any part of the Corporation's underground drainage system shall be in accordance with Council's standard "Storm Water Requirements" (see attached).

Reason: To ensure that adequate provision is made for the connection of stormwater.

The driveway/parking area must be graded drained and paved/sealed so that no surface water or rubble from within the property is transported across the footpath.

Reason: To ensure that adequate provision is made for the disposal of surface water.

A schedule and samples of materials and finishes shall be submitted and approved by Council prior to or at the time of Provisional Building Rules Consent.

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



CONDITIONS OF PROVISIONAL BUILDING RULES CONSENT

Development Application: DA/958/2002

Applicant: KEITH NAJAR ARCHITECT

Location: 39-45 Archer Street, NORTH ADELAIDE SA 5006

The private certifier has imposed 2 conditions.

PREScribed INFORMATION

Reference No: PC12385A

DECISION NOTIFICATION FORM

For Development Application Dated : Development No: DA/958/2002
Registered On :

To: MARAS, TWISS, ABBOTT & NAJAR
C/- 200 MELBOURNE STREET
NORTH ADELAIDE SA 5006

LOCATION OF PROPOSED DEVELOPMENT:

House No: 39-45 Lot No: Street: ARCHER STREET Suburb: NORTH ADELAIDE
Section No: Hundred: Volume: Folio:

NATURE OF PROPOSED DEVELOPMENT

ATTACHED DWELLINGS (4) & CARPORTS

In respect of this proposed development you are informed that:

NATURE OF CONSENT	CONSENT GRANTED	NUMBER OF CONDITIONS	CONSENT REFUSED
PROVISIONAL DEVELOPMENT PLAN CONSENT	----	----	----
PROVISIONAL BUILDING RULES CONSENT	17/2/03	2	----
LAND DIVISION (TORRENS / STRATA)	----	----	----
PUBLIC SPACE	N/A	----	----
OTHER	N/A	----	----
DEVELOPMENT APPROVAL	----	* See notes	----

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

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

* NOTE

No development may be undertaken unless the development is an approved development (Section 32). A development is an approved development if, and only if, a relevant authority has assessed the development against, and granted a consent in respect of each of the matters prescribed in Section 33(1).

Signed:

Date: 17 February, 2003

- () Development Assessment Commission or Delegate
() Council Chief Executive Officer or Delegate
(*) Private Certifier (I)
(2) Sheets Attached

IAN DODD Director
PETER HARMER Director

22 Melbourne Street
North Adelaide SA 5006
Postal PO Box 1171
North Adelaide SA 5006

Telephone 08.8239 1040
Facsimile 08 8239 1140
admin_in@katnichdodd.com.au
www.katnichdodd.com.au



KATNICH DODD

PREScribed INFORMATION



Reference No: PC12385A

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

BUILDING WORK:	ATTACHED DWELLINGS (4) & CARPORTS
SITE ADDRESS:	39-45 ARCHER STREET, NORTH ADELAIDE
APPLICANT:	MARAS, TWISS, ABBOTT & NAJAR
OWNER:	MARAS, TWISS, ABBOTT & NAJAR
CLASSIFICATION:	1a & 10a
DEVELOPMENT NO:	DA/958/2002

CONDITIONS

1..The Certificates of (Housing Indemnity) Insurance in the form prescribed in Regulation 14 and Part 5 of the Building Work Contractors Act, 1995 shall be submitted to Council prior to work being commenced.

Reg 21.

2..The voids created by the external walls of the building on the eastern and western allotment boundaries shall be fully flashed and sealed to prevent the entry of vermin.

BCA-SA 6.1/Part SA 6

Notes

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.

The owner of the land on which domestic building work is to be performed must ensure that a certificate of insurance in relation to that work is lodged with the Council if the value of the contract is \$5000 or more. (Refer to Reg 21) In the case of owner builders the insurance applies to each individual contract with a value of \$5000 or more including (if applicable) any contract by a person with a builder's licence engaged to supervise the building work.

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

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

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

AS3660.1- 'Protection of new buildings from subterranean termites', sets out methods for implementation during construction, for minimising the risk to new buildings from damage to their structural members by subterranean termites. The protection methods will not provide a

PREScribed INFORMATION

total guarantee against attack. A durable notice shall be permanently fixed to the building in a prominent location such as a meter box or the like indicating the method of protection; and the date of installation of the system; and where a chemical barrier is used, its life expectancy as listed on the National Registration Authority label; and the need to maintain and inspect the system on a regular basis. The owner must be aware that regular inspections for termite activity will need to be carried out, at intervals not exceeding 12 months, to further reduce the risk of termite damage.

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

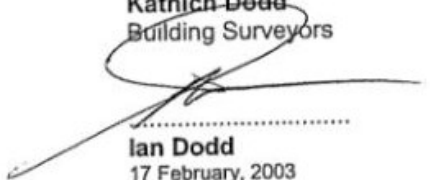
The footings have only been checked for compliance with the minimum allowable requirements prescribed in AS2870. The owner is advised to refer to the footing construction report or seek advice from the engineer in this matter.

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

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

This report does not imply compliance with the Electricity Act, 1996 as amended or the regulations thereunder. It is the responsibility of the owner and the person erecting the building to ensure compliance with same.

~~Katnich-Dodd~~
Building Surveyors



.....
Ian Dodd
17 February, 2003

Data Extract for Section 7 search purposes

Valuation ID 0222283202

Data Extract Date: 11/06/2025

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: C20934 FL3

Certificate Title: CT5911/241

Property Address: 43 ARCHER ST NORTH ADELAIDE SA 5006

Zones

City Living (CL)

Subzones

North Adelaide Low Intensity (NALI)

Zoning overlays

Overlays

Aircraft Noise Exposure (ANEF 20)

The Aircraft Noise Exposure Overlay seeks to ensure development sensitive to aircraft noise is designed to minimise noise intrusion and provide appropriate interior acoustic amenity.

Airport Building Heights (Regulated) (All structures over 120 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.

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.

Historic Area (Adel7)

The Historic Area Overlay aims to reinforce historic themes and characteristics through conservation, contextually responsive development, design and adaptive reuse that responds to the attributes expressed in the Historic Area Statement.

Heritage Adjacency

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

Hazards (Flooding - Evidence Required)

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

Prescribed Wells Area

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

Regulated and Significant Tree

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

Stormwater Management

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

Urban Tree Canopy

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

Is the land situated in a State Heritage Place/Area

No

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

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

Is the land designated as a Local Heritage Place

No

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

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

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

No

Under the Planning, Development and Infrastructure Act 2016 (the Act), a tree may be declared as a significant tree in the Code, or it may be declared as a significant or regulated tree by the Planning, Development and Infrastructure (General) Regulations 2017. Under the Act, protections exist for trees declared to be significant

and/or regulated trees. Further information regarding protected trees can be found on the PlanSA website:
<https://plan.sa.gov.au/>

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

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

Associated Development Authorisation Information

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

No

Land Management Agreement (LMA)

No

ANNEXURE D	FORM R3 – BUYERS INFORMATION NOTICE
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Form R3

Buyers information notice

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

Land and Business (Sale and Conveyancing) Regulations 2010 regulation 17

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

The following questions may help you to identify if a property is appropriate to purchase. In many cases the questions relate to a variety of laws and standards. These laws and standards change over time, so it is important to seek the most up to date information. Various government agencies can provide up to date and relevant information on many of these questions.

To find out more, Consumer and Business Services recommends that you check the website:

www.cbs.sa.gov.au.

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

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

Safety

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

Enjoyment

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

Value

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

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

<p>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.</p>

January 2014

ANNEXURE E	COPY OF COMMON PROPERTY INSURANCE AND BY LAWS
-------------------	--

STRATA DATA INSURANCE AGENCY

ABN 20 080 960 112

ACN 080 960 112

647 Portrush Road
GLEN OSMOND SA 5064

PO BOX 6
GLENSIDE SA 5065

Tel: 8372 2777
Fax: 8379 0703

Email: insurance@stratadata.com.au

As per your request, we have arranged the following insurance cover effective 11/06/2025. To ensure your protection, we must receive your remittance within 14 days of you receiving this account.

Page 1 of 3

TAX INVOICE

This document will be a tax invoice for GST when you make payment

COMMUNITY CORPORATION NO. 20934 INC.
43 Archer Street
NORTH ADELAIDE SA 5006

Invoice Date: 12/06/2025
Invoice No: 66950
Our Reference: CT20934

Class of Policy: Residential Strata Insurance
Insurer: CHU UNDERWRITING AGENCIES PTY LTD
CHU UNDERWRITING PTY LTD ABN 18 001 580 070
ABN: 18 001 580 070
The Insured: COMMUNITY CORPORATION NO. 20934 INC.

NEW POLICY
Policy No: CA0006149553
Period of Cover:
From 11/06/2025
to 11/06/2026 at 4:00 pm

Details: See attached schedule for a description of the risk(s) insured

Your Premium:

Premium	UW&Broker	Fire Levy	GST	Stamp Duty	SD Admin
\$438.87	\$100.00	\$0.00	\$58.89	\$53.10	\$50.04

Commission earned on this invoice \$96.55

TOTAL \$700.90

(A processing fee applies for Credit Card payments)



Please turn over for further payment methods and instructions



Biller Code: 20362
Ref: 4080138191328999



Pay by credit card (Visa, Mastercard, Amex or Diners)
at www.deft.com.au
A surcharge may apply.
DEFT Reference Number: 4080138191328999



*498 408013 08191328999

STRATA DATA INSURANCE AGENCY

Our Reference: CT20934
Invoice No: 66950
Due Date: 11/06/2025

Premium	\$438.87
U'writer Levy	\$100.00
Fire Levy	\$0.00
GST	\$58.89
Stamp Duty	\$53.10
SD Admin	\$50.04

AMOUNT DUE \$700.90

+408013 8191328999 <

000070090<3+

Class of Policy:	Residential Strata Insurance	Policy No:	CA0006149553
The Insured:	COMMUNITY CORPORATION NO. 20934 INC.	Invoice No:	66950
		Our Ref:	CT20934

Policy Schedule

CHU Community Association Insurance Plan

Policy Number CA0006149553
Policy Wording CHU COMMUNITY ASSOCIATION INSURANCE PLAN
The Insured COMMUNITY CORPORATION NO. 20934 INC.
Situation 43 ARCHER STREET NORTH ADELAIDE SA 5006
Policy Period 11/06/2025 to 11/06/2026 at 4:00pm

Policies Selected
Policy 1 – Community Property
Community property: \$50,000
Community income: \$7,500
Common area contents: \$0

Policy 2 – Liability to Others
Limit of liability: \$20,000,000

Policy 3 – Voluntary Workers
Death: \$200,000
Total Disablement: \$2,000 per week

Policy 4 – Fidelity Guarantee
Sum Insured: \$100,000

Policy 5 – Office Bearers’ Legal Liability
Not Selected

Policy 6 – Machinery Breakdown
Not Selected

Policy 7 – Catastrophe Insurance
Not Selected

Policy 8 – Government Audit Costs and Legal Expenses
Part A: Government Audit Costs: \$25,000
Part B: Appeal expenses – common property health & safety breaches: \$100,000
Part C: Legal Defence Expenses: \$50,000

Flood Cover is included.
Flood Cover Endorsement
Flood cover is included.
The following terms and conditions of Your Policy is hereby amended by this endorsement and should be read in conjunction with, and as forming part of Community Association Insurance Plan.
Policy 1, Exclusion 1. a. “caused by Flood” is hereby removed.
Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered.

Excesses
Policy 1 – Community Property
Standard: \$500
Other excesses payable are shown in the Policy Wording.

Class of Policy:	Residential Strata Insurance	Policy No:	CA0006149553
The Insured:	COMMUNITY CORPORATION NO. 20934 INC.	Invoice No:	66950
		Our Ref:	CT20934

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.

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.



Level 13, 431 King William Street
Adelaide SA 5000

Certificate of Currency

CHU Community Association Insurance Plan

Policy No	CA0006149553
Policy Wording	CHU COMMUNITY ASSOCIATION INSURANCE PLAN
Period of Insurance	11/06/2025 to 11/06/2026 at 4:00pm
The Insured	COMMUNITY CORPORATION NO. 20934 INC.
Situation	43 ARCHER STREET NORTH ADELAIDE SA 5006

Policies Selected

Policy 1 – Community Property

Community property: \$50,000
Community income: \$7,500
Common area contents: \$0

Policy 2 – Liability to Others

Limit of liability: \$20,000,000

Policy 3 – Voluntary Workers

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

Policy 4 – Fidelity Guarantee

Sum Insured: \$100,000

Policy 5 – Office Bearers' Legal Liability

Not Selected

Policy 6 – Machinery Breakdown

Not Selected

Policy 7 – Catastrophe Insurance

Not Selected

Policy 8 – Government Audit Costs and Legal Expenses

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



Flood Cover is included.

Flood Cover Endorsement

Flood cover is included.

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

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

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

Date Printed

12/06/2025

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

Financial Services Guide

For Authorised Representatives of CHU Underwriting Agencies

The Financial Services covered by this Financial Services Guide (FSG) are provided by:

CHU Underwriting Agencies Pty Ltd (CHU)

ABN 18 001 580 070

AFS Licence No: 243261

Level 33, 101 Miller Street

North Sydney NSW 2060

Phone: 1300 361 263

Email: info@chu.com.au

CHU has appointed your Strata Manager, Residential Manager, Owners Corporation Manager or Body Corporate Manager as its Authorised Representative (AR) to act on CHU's behalf. The AR's details are set out on the last page of this FSG.

This FSG covers the financial services provided by CHU's AR on its behalf. CHU has given authority to its AR to provide this Financial Services Guide (FSG) on its behalf. This FSG is an important document. Please read it carefully and keep it in a safe place for your reference and for any future dealings with CHU and its AR.

This FSG applies to all new and renewed insurance policies from **22 October 2021** and remains valid unless CHU issues a further FSG to replace it.

Who is responsible for the financial services provided?

CHU is responsible for the financial services that the AR provides to you. CHU is also responsible for the content and distribution of this FSG. Any financial services provided in accordance with this FSG will only relate to products issued by CHU.

The purpose of this FSG

The purpose of this FSG is to help you to make an informed decision about whether to use any of the financial services offered by the AR of CHU. It contains information about:

The services that CHU and its ARs offer you

- How CHU, CHU's ARs and others are paid
- How CHU manages any potential conflicts of interest
- Arrangements CHU has in place to compensate clients for losses and
- How you can make a complaint and how CHU will deal with it

About CHU

CHU is an underwriting agency, offering a range of strata, community title and other general insurance products. CHU is a wholly owned entity of Steadfast Group Limited, ABN 98 073 659 677 (SGL). CHU holds an **Australian Financial Services License No 243261** (AFSL) issued by the Australian Securities and Investments Commission (ASIC) under the *Corporations Act 2001* (Cth). The License allows CHU to provide general advice on and deal in General Insurance products.

CHU wholly owns CHUiSAVER Underwriting Agency Pty Ltd (ABN 85 613 645 239) (AFSL 491113) trading as Flex Insurance.



STRATA DATA



Steadfast Group Limited (ABN 98 073 659 677) ('SGL') has a shareholding in CHU Underwriting Agencies Pty Ltd. Some of the brokers we deal with may be SGL subsidiaries or associates. We have access to shared services from SGL. These include (but are not exclusive to): model operating procedures, manuals, legal, technical, HR, compliance, sum insured and product comparison tools; insurance cover placement and claims support; group insurance arrangements; and group purchasing arrangements. These services are funded by SGL, subsidised by SGL or SGL receives a fee for them.

QBE Insurance (Australia) Limited ABN 78 003 191 035 (QBE) – CHU has an arrangement with QBE where CHU distributes general insurance products issued by QBE. The products are distributed under CHU's licence by CHU's representatives.

CHU Binder

CHU acts under a Binder on behalf of the Insurer, QBE Insurance (Australia) Limited ABN 78 003 191 035 (AFSL No 239545) (QBE) when providing financial services to you. This means that CHU acts for QBE and not you. This Binder allows CHU (and its AR) to accept your application for insurance as if CHU is the Insurer.

We are authorised to deal in and provide general advice in relation to general insurance products for retail and wholesale clients. To assist in your decision-making, we will give you information about the insurance product by providing you with a Product Disclosure Statement (PDS).

In some cases, we may make a general recommendation or give a factual opinion about the insurance policy (General Advice). We do this without considering your specific individual objectives, financial situation or needs.

About CHU's AR

When acting in the capacity as CHU's AR, the AR represents and act on behalf of CHU when providing general financial advice and/or arranging insurance for you.

The AR is authorised pursuant to CHU's AFSL to provide general financial advice in relation to General insurance products for retail and wholesale clients and arrange your Body Corporate, Strata, Community Title or other related insurance policies that meet the insurance requirements under the Strata and Community Title laws in your State or Territory. To assist in your decision-making, the AR will give you information about the insurance product by providing you with a Product Disclosure Statement (PDS).

CHU's AR will only make a general recommendation or give an opinion about the CHU insurance policy ("General Advice"). The AR will do this without considering your specific individual objectives, financial situation or needs.

Product Disclosure Statement

If the AR offers to arrange an insurance policy for you, they will also provide you with a Product Disclosure Statement (PDS). The PDS will contain important information about the particular policy, which will assist you in making an informed decision about whether to purchase the policy.

The PDS is an important document. You should read it carefully to decide if the product features suit your objectives, financial situation and needs before making a decision to purchase the Policy. Please keep the PDS in a safe place for your reference and for any future dealings with CHU.



STRATA DATA



Premium, Commissions, Profit Shares, Financial Incentives/Benefits, Administration Fees and Remuneration

Premium

When CHU issues you with an insurance policy, you will pay a “premium” based on CHU’s assessment of the risk profile you have provided. The total amount you pay is the premium, which includes any government taxes/duties/ levies such as GST, stamp duty and an administration fee if applicable.

When you pay your premium to CHU, CHU will retain its commission (see below) from the premium you pay and remit the balance to QBE. CHU will earn interest on the premium whilst it is in its account and earn a return. CHU will retain any interest earned on the premium.

You can choose to pay the premium by any of the payment methods set out in your invoice. You are required to pay CHU within the timeframe set out in the invoice. If CHU’s AR is a Strata Manager, the usual practice is that you pay the AR for the services provided and they will deposit the payment into their trust account and then pay the premium to CHU.

Commission

QBE pays a commission to CHU for each policy issued or renewed. The commission amount is 12.5% to 30% of the base premium paid by you (excluding any government taxes, duties and levies). The commission amount is included in the total amount you pay for your policy and not in addition to the policy.

CHU will also pay its AR a commission of up to 20% of the base premium paid by you (excluding taxes and charges). The commission amount will be set out in your invoice and in the Policy Schedule.

QBE Profit Share

QBE may pay to CHU, a profit share, which is based upon QBE’s underwriting profitability on the CHU portfolio of policies. Due to the contingent nature of insurance and the way the arrangement is set up, it is not possible to state the exact amount, if any, to which CHU may be entitled until the end of the qualifying period.

Prudential Investment Company of Australia (PICA)

If CHU’s AR is a member of the Prudential Investment Company of Australia ACN 004266817 (PICA), then the following applies:

PICA has entered into an arrangement with QBE and CHU in relation to the provision of general insurance products, including the CommunitySure Insurance Solutions brand, QBE and CHU products. Under this arrangement, PICA may receive payments/commissions from QBE and CHU which may include management fees, sponsorship and profit share. Due to the contingent nature of insurance and the way the arrangement is set up, it is not possible to state the exact amount, if any, to which PICA may be entitled until the end of the qualifying period.

Administration fees

CHU will charge you an Administration Fee for each policy issued or renewed through the AR. The fee is to meet CHU’s costs to prepare and distribute documents. The exact fee amount is noted separately on your invoice and will vary depending on the product purchased and how you elect to receive policy documents. CHU can tell you the exact fee at the time you contact them (via the AR). The Administration Fee is not refundable in the event of cancellation unless the insurance policy is cancelled either within the cooling-off period or is a full term cancellation.

Remuneration of AR employees

Individual ARs engaged by the Corporate Authorised Representative are salary employed but may also earn an annual bonus or other incentives paid by the Corporate Authorised Representative based on achievement of a broad range of goals, including financial targets and individual performance.

Further information on Premiums, Commissions, Profit Shares, Financial Incentives/Benefits, Fees and Remuneration

You may request particulars of CHU's and CHU's AR's remuneration, commission, fees, profit sharing and other benefits, including to the extent relevant, a statement of the range of amounts or rates within a reasonable time following receipt of this FSG and before CHU provides any financial service to you.

Other Important Relationships and Associations

QBE Insurance (Australia) Limited ABN 78 003 191 035 (QBE) – CHU has an arrangement with QBE where CHU distributes general insurance products issued by QBE and branded CHU. The products are distributed under CHU's licence by CHU's representatives.

Conflicts of interest

CHU takes any actual, apparent and potential conflicts of interest seriously and has a conflict of interest policy, with which CHU and its AR must comply. Conflicts of interest are circumstances where some or all of your interests are or may be inconsistent with or diverge from some or all of CHU's or its AR's interests. CHU manages conflicts of interest through adequate controls, disclosure and avoidance. CHU also provides training to its employees and its AR to identify conflicts of interest and encourage the early reporting of potential conflicts of interest.

Privacy Promise

CHU and its AR are committed to protecting your privacy in accordance with the *Privacy Act 1988* (Cth) and the Australian Privacy Principles. CHU has a Privacy Promise (located in its PDS) and a Privacy Policy on its website (www.chu.com.au) which deals with the privacy and security of your personal information. If you apply for one of CHU's insurance products, CHU or its AR will collect information from you to decide whether to arrange insurance for you, on what terms and to handle any claims you make. You can request details of the information CHU holds about you at any time.

CHU's/Steadfast's Privacy Officer can be contacted on

Phone: 02 9307 6656 or by writing to:
Postal Address: PO Box A2016, Sydney South NSW 1235
Email: privacyofficer@steadfastagencies.com.au

Your Duty of Disclosure

In accordance with the *Insurance Contracts Act 1984* (Cth) you have a duty of disclosure. For the full wording of your duty of disclosure, please refer to the PDS.

CHU's Professional Indemnity Policy

CHU maintains a Professional Indemnity Policy (PI Policy) which satisfies the requirements for compensation arrangements under Section 912B of the *Corporations Act 2001* (Cth).



STRATA DATA



General Insurance Code of Practice

CHU adheres to the General Insurance Code of Practice issued by the Insurance Council of Australia (the Code). Further information about the Code and your rights under it is available at www.codeofpractice.com.au and a copy can also be provided to you by CHU.

QBE is a signatory to the General Insurance Code of Practice issued by the Insurance Council of Australia (the Code). The purpose of the Code is to raise the standard of practice and service in the general insurance industry.

Complaints and Dispute Resolution

If you are not satisfied with your experience with CHU Underwriting Agencies. If you have any concerns or wish to make a complaint because something went wrong or you're not satisfied in any way, please let us know so we can promptly make things right.

Any feedback is good feedback. It allows us to address any issues and resolve it with you in a fair and reasonable manner.

What's next?

1. Get in touch
By Phone: 1300 361 263
By Email: complaints@chu.com.au
By Post: PO Box 500, North Sydney, NSW 2059 or Level 33, 101 Miller Street, North Sydney NSW 2060
2. Provide all supporting documents with dates, a detailed description of your complaint and how you would like it resolved - this will assist our review.
3. We will acknowledge your complaint (generally within 1 business day), give you a reference number and the name and contact of the person who is handling your complaint.
4. We will keep you updated on the progress of your complaint at least every 10 business days.
5. Most complaints can be resolved promptly, but if we are unable to resolve your complaint within 30 calendar days, we will tell you why we need more time to investigate it.
6. If there is a delay or we are not able to provide a final response within 45 calendar days, we will tell you the reason for the delay and we'll keep you updated every month. At that point, we'll also give you the option to escalate this complaint to Australian Financial Complaints Authority (AFCA).

Australian Financial Complaints Authority (AFCA)

If we cannot resolve the complaint or you're unhappy with our response you can lodge a dispute through the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers.

Contact number: 1800 931 678 (free call)
Address: GPO Box 3, Melbourne Victoria 3001
Website: www.afca.org.au
Email: info@afca.org.au



STRATA DATA



How you can provide instructions

Should you wish to provide CHU's AR with instructions in relation to the financial services CHU's AR offers, please contact CHU's AR as per the below.

Should you wish to provide us with instructions in relation to the financial services and products we can offer, please contact us:

Broker and strata manager enquiries

Phone: 1300 361 263 (9am-5pm)

Email: info@chu.com.au

Direct customer enquiries

Phone: 1300 289 248 (9am-7pm AEST)

Email: sales@chu.com.au

CHU AUTHORISED REPRESENTATIVE DETAILS

MUST be completed by AR of CHU before providing this FSG to the client

Name of AR (company name): Terandi Pty Ltd

ABN of AR: 20 080 960 112
(if applicable)

AR ASIC No:

Address: 647 Portrush Road, Glen Osmond, SA, 5064

Phone: 08 8372 2787

Email:

This FSG was prepared on 22 October 2021.

Financial Services Guide

For Authorised Representatives of CHU Underwriting Agencies

The Financial Services covered by this Financial Services Guide (FSG) are provided by:

CHU Underwriting Agencies Pty Ltd (CHU)

ABN 18 001 580 070

AFS Licence No: 243261

Level 33, 101 Miller Street

North Sydney NSW 2060

Phone: 1300 361 263

Email: info@chu.com.au

CHU has appointed your Strata Manager, Residential Manager, Owners Corporation Manager or Body Corporate Manager as its Authorised Representative (AR) to act on CHU's behalf. The AR's details are set out on the last page of this FSG.

This FSG covers the financial services provided by CHU's AR on its behalf. CHU has given authority to its AR to provide this Financial Services Guide (FSG) on its behalf. This FSG is an important document. Please read it carefully and keep it in a safe place for your reference and for any future dealings with CHU and its AR.

This FSG applies to all new and renewed insurance policies from **15th June 2024** and remains valid unless CHU issues a further FSG to replace it.

Who is responsible for the financial services provided?

CHU is responsible for the financial services that the AR provides to you. CHU is also responsible for the content and distribution of this FSG. Any financial services provided in accordance with this FSG will only relate to products issued by CHU.

The purpose of this FSG

The purpose of this FSG is to help you to make an informed decision about whether to use any of the financial services offered by the AR of CHU. It contains information about:

The services that CHU and its ARs offer you

- How CHU, CHU's ARs and others are paid
- How CHU manages any potential conflicts of interest
- Arrangements CHU has in place to compensate clients for losses and
- How you can make a complaint and how CHU will deal with it

About CHU

CHU is an underwriting agency, offering a range of strata, community title and other general insurance products. CHU is a wholly owned entity of Steadfast Group Limited, ABN 98 073 659 677 (SGL). CHU holds an **Australian Financial Services License No 243261** (AFSL) issued by the Australian Securities and Investments Commission (ASIC) under the *Corporations Act 2001* (Cth). The License allows CHU to provide general advice on and deal in General Insurance products and provide claims handling and settling services.

CHU wholly owns CHUiSAVER Underwriting Agency Pty Ltd (ABN 85 613 645 239) (AFSL 491113) trading as Flex Insurance.



Steadfast Group Limited (ABN 98 073 659 677) ('SGL') has a shareholding in CHU Underwriting Agencies Pty Ltd. Some of the brokers we deal with may be SGL subsidiaries or associates. We have access to shared services from SGL. These include (but are not exclusive to): model operating procedures, manuals, legal, technical, HR, compliance, sum insured and product comparison tools; insurance cover placement and claims support; group insurance arrangements; and group purchasing arrangements. These services are funded by SGL, subsidised by SGL or SGL receives a fee for them.

QBE Insurance (Australia) Limited ABN 78 003 191 035 (QBE) – CHU has an arrangement with QBE where CHU distributes general insurance products issued by QBE. The products are distributed under CHU's licence by CHU's representatives.

CHU Binder

CHU acts under a Binder on behalf of the Insurer, QBE Insurance (Australia) Limited ABN 78 003 191 035 (AFSL No 239545) (QBE) when providing financial services to you. This means that CHU acts for QBE and not you. This Binder allows CHU (and its AR) to accept your application for insurance as if CHU is the Insurer.

We are authorised to deal in and provide general advice in relation to general insurance products for retail and wholesale clients. To assist in your decision-making, we will give you information about the insurance product by providing you with a Product Disclosure Statement (PDS).

In some cases, we may make a general recommendation or give a factual opinion about the insurance policy (General Advice). We do this without considering your specific individual objectives, financial situation or needs.

About CHU's AR

When acting in the capacity as CHU's AR, the AR represents and act on behalf of CHU when providing general financial advice and/or arranging insurance for you.

The AR is authorised pursuant to CHU's AFSL to provide general financial advice in relation to General insurance products for retail and wholesale clients and arrange your Body Corporate, Strata, Community Title or other related insurance policies that meet the insurance requirements under the Strata and Community Title laws in your State or Territory. To assist in your decision-making, the AR will give you information about the insurance product by providing you with a Product Disclosure Statement (PDS).

CHU's AR will only make a general recommendation or give an opinion about the CHU insurance policy ("General Advice"). The AR will do this without considering your specific individual objectives, financial situation or needs.

Product Disclosure Statement

If the AR offers to arrange an insurance policy for you, they will also provide you with a Product Disclosure Statement (PDS). The PDS will contain important information about the particular policy, which will assist you in making an informed decision about whether to purchase the policy.

The PDS is an important document. You should read it carefully to decide if the product features suit your objectives, financial situation and needs before making a decision to purchase the Policy. Please keep the PDS in a safe place for your reference and for any future dealings with CHU.

Premium, Commissions, Profit Shares, Financial Incentives/Benefits, Administration Fees and Remuneration

Premium

When CHU issues you with an insurance policy, you will pay a “premium” based on CHU’s assessment of the risk profile you have provided. The total amount you pay is the premium, which includes any government taxes/duties/ levies such as GST, stamp duty and an administration fee if applicable.

When you pay your premium to CHU, CHU will retain its commission (see below) from the premium you pay and remit the balance to QBE. CHU will earn interest on the premium whilst it is in its account and earn a return. CHU will retain any interest earned on the premium.

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You may request particulars of CHU’s and CHU’s AR’s remuneration, commission, fees, profit sharing and other benefits, including to the extent relevant, a statement of the range of amounts or rates



within a reasonable time following receipt of this FSG and before CHU provides any financial service to you.

Other Important Relationships and Associations

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CHU's/Steadfast's Privacy Officer can be contacted on

Phone: 02 9307 6656 or by writing to:

Postal Address: PO Box A2016, Sydney South NSW 1235

Email: privacyofficer@steadfastagencies.com.au

Duty to not misrepresent

In accordance with the *Insurance Contracts Act 1984* (Cth) you have a duty to not misrepresent. For the full wording of your duty to not misrepresent, please refer to the PDS.

What arrangements do we have in place to compensate clients for losses?

CHU has a professional indemnity insurance policy ('PI policy') in place which satisfies the requirements for compensation arrangements under section 912B of the Corporations Act 2001 (Cth).

The PI policy covers CHU for claims made against CHU as a result of CHU's conduct or conduct by employees (or former employees) in the provision of financial services.

General Insurance Code of Practice

CHU adheres to the General Insurance Code of Practice issued by the Insurance Council of Australia (the Code). Further information about the Code and your rights under it is available at www.codeofpractice.com.au and a copy can also be provided to you by CHU.

QBE is a signatory to the General Insurance Code of Practice issued by the Insurance Council of Australia (the Code). The purpose of the Code is to raise the standard of practice and service in the general insurance industry.

Complaints and Dispute Resolution

If you are not satisfied with your experience with CHU Underwriting Agencies. If you have any concerns or wish to make a complaint because something went wrong or you're not satisfied in any way, please let us know so we can promptly make things right.

Any feedback is good feedback. It allows us to address any issues and resolve it with you in a fair and reasonable manner.

What's next?

1. Get in touch
By Phone: 1300 361 263
By Email: complaints@chu.com.au
By Post: PO Box 500, North Sydney, NSW 2059 or Level 33, 101 Miller Street, North Sydney NSW 2060
2. Provide all supporting documents with dates, a detailed description of your complaint and how you would like it resolved - this will assist our review.
3. We will acknowledge your complaint (generally within 1 business day), give you a reference number and the name and contact of the person who is handling your complaint.
4. We will keep you updated on the progress of your complaint at least every 10 business days.
5. Most complaints can be resolved promptly, but if we are unable to resolve your complaint within 30 calendar days, we will tell you why we need more time to investigate it. At that point, we'll also give you the option to escalate this complaint to Australian Financial Complaints Authority (AFCA).

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If we cannot resolve the complaint or you're unhappy with our response you can lodge a dispute through the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers.

Contact number: 1800 931 678 (free call)
Address: GPO Box 3, Melbourne Victoria 3001
Website: www.afca.org.au
Email: info@afca.org.au

How you can provide instructions

Should you wish to provide CHU's AR with instructions in relation to the financial services CHU's AR offers, please contact CHU's AR as per the below.

Should you wish to provide us with instructions in relation to the financial services and products we can offer, please contact us:

Broker and strata manager enquiries

Phone: 1300 361 263 (9am-5pm)
Email: info@chu.com.au



Direct customer enquiries

Phone: 1300 289 248 (9am-7pm AEST)

Email: sales@chu.com.au

CHU AUTHORISED REPRESENTATIVE DETAILS

MUST be completed by AR of CHU before providing this FSG to the client

Name of AR (company name): TERANDI PTY LTD

ABN of AR
(if applicable): 20080960112

AR ASIC No:

Address: 647 Portrush Road
GLEN OSMOND
SA
5064

Phone: 08 8372 2777

Email: insurance@stratadata.com.au

This FSG was prepared on 24/04/2024.

CHUFSG.AR150624

INFORMATION ABOUT YOUR ACCOUNT

If you have any questions in relation to this account, please do not hesitate to contact our insurance team.

To assist us in processing your query efficiently, please have your reference number ready.

T 08 8372 2777
F 08 8379 0709
E insurance@stratadata.com.au

FEEDBACK

If you have any feedback about our services, we would like to hear from you.

Please email us at feedback@stratadata.com.au.

YOUR DUTY OF DISCLOSURE

Before you enter into a contract of general insurance with an insurer, you have a duty under the Insurance Contracts Act 1984 to disclose to the insurer every matter that you know, or could reasonably expect to know, is relevant to the insurer's decision whether to accept the risk of insurance and if so, on what terms. You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance. Your duty however does not require disclosure of this matter.

- that diminishes the risk to be undertaken by the insurer
- that is common knowledge
- that your insurer knows or, in the ordinary course of business, ought to know
- as to which the compliance with your duty is waived by the insurer.

NON-DISCLOSURE

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce the liability under the contract in respect of a claim or may cancel the contract. If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.



DEFT is a service of Macquarie Bank



Card or Direct Debit

Pay over the internet from your credit card at www.deft.com.au.

Strata Data Insurance Agency accepts Mastercard, Visa, American Express & Diners Club cards.*

* Payments by credit card will attract a surcharge.



Contact your participating bank, credit union or building society to make payment directly from your cheque or savings account.

You will be required to enter the Biller Code and BPAY reference number as detailed on the front of your invoice.



Post Billpay in Person

Pay in person at any post office by cheque or EFTPOS.

Please make any cheques payable to 'DEFT Payment Systems Strata Data Insurance Agency'.

SERIES NO.	PREFIX
2	LF

Date: -5 JUN 2001		Time: 1410	
FEES			
R.G.O.		POSTAGE	
24			

LANDS 1111 14:17 05/06/01 76990
SURVEY 0071 14:17 05/06/01 76990
REGISTRATION FEE \$84.00

1. _____
2. _____
3. _____
4. _____
5. _____

Assessor

PICK-UP NO.	
CP	20934
DEV. NO.	

CORRECTION	PASSED
------------	--------

FILED 16-7-2001

pro

REGISTRAR-GENERAL

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

ITEM	AGENT CODE

COMMUNITY TITLES
COMMUNITY PLAN NO: 20934

INDEX

BY-LAW NO.	DESCRIPTION
1.	Administration, Management and Control of Common Property
2.	Use and Enjoyment of the Common Property
3.	Use and Enjoyment of Community Lots
4.	Maintenance and Repair of Buildings
5.	Maintenance of Community Lot
6.	Disturbance
7.	Insurance by Community Corporation
8.	Building Insurance
9.	Public Liability Insurance
10.	Pets
11.	SA Water
12.	Statutory and Private Services
13.	Compliance with Certain Provisions of the Act
14.	Alteration to Lots
15.	Offence
16.	Community Corporation's Right to Recover Money
17.	Interpretation

COMMUNITY TITLES ACT, 1996

BY-LAWS OF COMMUNITY SCHEME

(The terms of these By-laws are binding on the Community Corporation, the owners and occupiers of the community lots comprising the scheme and persons entering the community parcel. These By-laws may only be amended or revoked by a resolution of the Community Corporation in accordance with Section 39 of the Community Titles Act.)

1. Administration, Management and Control of Common Property

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

2. Use and Enjoyment of the Common Property

- 2.1 The common property is, subject to the Act and these By-laws, for the common use and enjoyment of owners, their employees, invitees, and visitors of community lots in the Community Scheme.
- 2.2 A person must not, without the authorisation of the Community Corporation, damage or interfere with a building structure or ancillary service on or in the Common Property.
- 2.3 A person must not, without the authorisation of the Community Corporation, deposit any object or material on the Common Property if it is likely to be hazardous or offensive to other persons using or adjacent to the Common Property.
- 2.4 A person must not obstruct vehicular or pedestrian traffic on the Common Property.
- 2.5 A person must not park a motor vehicle on the Common Property except on a part of the Common Property set aside for motor vehicles.
- 2.6 A person driving a vehicle on the Common Property must comply with the rules applicable under the Road Traffic Act 1961 (and as amended) to the driving of a vehicle on a public road and not exceed a speed limit of fifteen (15) kilometres per hour.

3. Use and Enjoyment of Community Lots

- 3.1 No building erected on a Community Lot shall be used or occupied otherwise than for residential or related usage unless such other use has been approved by the Community Corporation.
- 3.2 A person bound by these by-laws must not:
- 3.2.1 use the Lot, or permit the Lot to be used, for any unlawful purpose;
 - 3.2.2 do or commit or cause permit or suffer to be done or committed on or about the Lot or Common Property, any act, matter or thing whatsoever which is or may in the opinion of the Community Corporation be or become an offence under any Act of the State of South Australia or the Commonwealth of Australia or regulation or by law thereunder for the time being in force;
 - 3.2.3 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 unless express approval for doing so has been obtained by a unanimous resolution at a general meeting of the Community Corporation;
 - 3.2.4 be inappropriately clothed when upon any part of a Lot so as to be visible from another Lot or from the Common Property;
 - 3.2.5 cause or allow loud noise or any other nuisance, disturbance or noise to be made in or to emanate from the Lot;
 - 3.2.6 conduct or allow any auction sale fire sale warehouse sale or liquidation sale on the Lot;
 - 3.2.7 without the consent of the Community Corporation affix any television or radio mast or antenna to any part of the Lot or use or operate any music or instrument, gramophone radio set television amplifier or other sound producing equipment in the Lot or any part of the Lot in such a manner as to enable to be unreasonably heard outside the Lot;
 - 3.2.8 hang any laundry or other items out to dry or air in public view on any part of a Lot;
- AND furthermore, a person bound by these by-laws must:
- 3.2.9 upon all rates, taxes, charges, outgoings and assessments in respect of their Lot becoming payable, forthwith pay the same;

- 3.2.10 if requested by the Community Corporation, entrust any repairs and maintenance to the Community Corporation and shall pay the Community Corporation's reasonable costs in connection therewith;

4. Maintenance and Repair of Buildings

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

5. Maintenance of Community Lot

- 5.1 The owner of a Community Lot must keep the lot in a clean and tidy condition.
- 5.2 The owner of a Community Lot must properly maintain the appearance and the amenity of the Community Lot.
- 5.3 The area between the front of any lot or improvement on the Community Lot and the Common Property shall be maintained in a neat and tidy condition.
- 5.4 The owner of a Community Lot must:-
- 5.4.1 store garbage in an appropriate container that prevents the escape of unpleasant odours; and
- 5.4.2 comply with any requirements of the Council for the disposal of garbage.

6. Disturbance

- 6.1 The owner of a Community Lot must not engage in conduct that unreasonably disturbs the occupier of another Community Lot or others who are lawfully on a Community Lot or the Common Property.
- 6.2 The owner of a Community Lot must ensure, as far as practicable, that persons who are brought or allowed onto the Community Lot or the Common Property by the owner do not engage in conduct that unreasonably disturbs the occupier of another Community Lot or others who are lawfully on a Community Lot or the Common Property.

7. Insurance by Community Corporation

7.1 The Community Corporation shall effect such insurance as is required by Sections 103 and 104 of the Act and shall be responsible for insuring buildings on individual Community Lots.

7.2 An owner or occupier of a Community Lot must not, except with the approval of the Community Corporation, do anything that might:-

7.2.1 void or prejudice insurance effected by the Community Corporation;
or

7.2.2 increase any insurance premium payable by the Community Corporation.

8. Building Insurance

The owner of each Community Lot shall ensure that all buildings and other improvements on the lot are insured by the Community Corporation in accordance with their own requirements.

9. Public Liability Insurance

The owner of each Community Lot shall effect and keep current in respect of their Community Lot a Public Risk Policy in a sum of not less than \$10m and must provide the Community Corporation as requested by the Community Corporation from time to time, evidence of a current policy of insurance effected by the proprietor in terms of this By-law.

10. Animals

10.1 An owner of a Community Lot is entitled:-

10.1.1 to keep a cat and/or dog on a Community Lot or such other pet that has been approved by the Community Corporation provided such pets do not create unreasonable nuisance to the other Community Lot owners and;

10.1.2 if the occupier is a person who suffers from a disability is to keep a dog trained to assist the occupier in respect to that disability

11. SA Water

- 11.1 Sewer and water reticulation is by private services provided by the original developer to each Community Lot from a water meter and sewer point located in the Common Property.
- 11.2 The services are laid within the Common Property and are maintained by the Community Corporation.

12. Statutory and Private Services

- 12.1 The By-laws include the following statutory services:

- | | |
|-------------------|-----------------------|
| (a) water & sewer | (b) Telecommunication |
| (c) electricity | (d) storm water |

13. Compliance with Certain Provisions of the Act

The Community Corporation unless otherwise agreed by a unanimous vote of the owners of the Community Lots is required to:-

- 13.1 hold annual general meetings;
- 13.2 prepare accounting records of the Community Corporation's receipts and expenditure and to prepare an annual statement of accounts;
- 13.3 have the annual statement of accounts audited;
- 13.4 establish administrative and sinking funds;
- 13.5 maintain a register of the names of the owners of the Community Lots.

14. Alteration to Lots. (this by-law may be simplified depending on the detail delegated to secondary corporation by-laws)

- 14.1 A Lotholder or Occupier shall not perform or carry out any refurbishment, renovation, alterations or additions to or upon their Lot other than upon the following terms and conditions:-
 - 14.1.1 such person has submitted a proposal for such refurbishment, renovation, alterations or additions to the Community Corporation for its consideration and referral (at the option of the Community Corporation) to an architect of its choosing;

- 14.1.2 such person has consulted with any architect appointed by the Community Corporation to advise it in respect of such refurbishment, renovation, alterations or additions and paid to the Community Corporation the costs incurred by the Community Corporation of engaging such architect;
- 14.1.3 such person obtains the consent of the Community Corporation at least fourteen 14 days before the commencement of such refurbishment, renovation, alterations or additions;
- 14.1.4 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 Community Corporation provide the Community Corporation with a copy of any such consents or approvals;
- 14.1.5 all work shall be carried out strictly in accordance with the provisions of any consents granted or terms laid down for such works either by the Community Corporation or any government or statutory authority
- 14.1.6 all work shall be undertaken by qualified tradespersons in a proper and workmanlike manner .
- 14.1.7 all work shall be undertaken only between the hours of 7.30am and 5.30pm on Mondays to Saturdays other than public holidays;
- 14.1.8 all Common Property shall be fully protected against damage;
- 14.1.9 any damage caused to Common Property shall be rectified by such person to the satisfaction of the Community Corporation;
- 14.1.10 all Common Property areas shall be left in a clean and tidy condition on a daily basis;
- 14.1.11 all work shall be undertaken in such a way so as to cause minimum disturbance or inconvenience to the Lotholders or Occupiers of any other Lots;
- 14.1.12 such person shall effect all proper insurance cover against damage to persons and property which may be caused or may arise out of such refurbishment, renovation, alterations or additions and shall upon request from the Community Corporation provide the Community Corporation with a copy of such insurance policy or cover;

- 14.1.13 such person shall permit the Community Corporation to inspect the work being undertaken from time to time until such work is complete upon reasonable notice of such intended inspections; and
 - 14.1.14 any rubble or refuse arising from the performance of such refurbishment, renovation, alterations or additions must not be disposed of in domestic garbage bins but must be disposed of as directed by the Community Corporation;
 - 14.1.15 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 where such person has obtained the consent of the Community Corporation, the person must insert an acoustic underlay between the floor and the hard floor covering.
- 14.2 For the purpose of this by-law "refurbishment, renovation, alterations or additions" means:
- 14.2.1 any change to the external structure, roof, balconies, doors entrances or any structure erected on a Lot;
 - 14.2.2 the removal of or addition to any structural or Common Property brick or concrete wall or slab construction
 - 14.2.3 the installation, removal or replacement of any tiling to any balcony, bathroom or the floors and walls of any other part of a Lot;
 - 14.2.4 the installation, removal or replacement of any timber- flooring, tiling or other hard floor covering to the floor of any part of a Lot;
 - 14.2.5 alterations to any airconditioning, 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 a Lot;
 - 14.2.6 alteration to or replacement of the front door of a Lot; and
 - 14.2.7 the installation of any screen or screen door to any part of a Lot.
- 14.3 Save and except for any refurbishment, renovation, alterations or additions referred to in by-law 4.1 hereof and performed or carried out in accordance with such by-law 4.1 a person bound by these by-laws shall not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any

structure that forms part of the Common Property without the prior approval in writing of the Community Corporation.

15. Offence

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

Maximum Penalty: \$500.00

16. Community Corporation's Right to Recover Money

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

16.2 An owner of a Community Lot must pay or reimburse the Community Corporation on demand for the costs charges and expenses of the Community Corporation in connection with contemplated or actual enforcement, or preservation of any rights under the By-laws in relation to the proprietor or occupier.

16.3 The costs, charges and expenses recoverable by the Community Corporation shall include without limitation, those expenses incurred in retaining any independent administration costs in connection with those events.

16.4 The Community Corporation may charge interest on any overdue monies owed by a proprietor or occupier of a lot to the Community Corporation at the rate of **TWO PER CENT(2%)** per annum above the rate quoted by the Community Corporation's bankers on overdraft accommodation less than \$10,000.00, calculated on daily balances commencing from the day that the money becomes due for payment.

17. Interpretation

In these By-laws:-

17.1 "Act" means the *Community Titles Act 1996* and as amended.

17.2 "Community Corporation" means the Community Corporation created by the Deposit of the Plan of Community Division in respect of which these By-laws are lodged.

17.3 "community lot" means a community lot created by Plan of Community Division referred to above.

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17.4 "community parcel" means the whole of the land comprised in Plan of Community Division referred to above excluding any land thereby vested in a Council, the Crown or a prescribed authority.

17.5 "occupier" of a community lot includes, if the lot is unoccupied, the owner of the lot.

17.6 Except where otherwise appears words shall have the same meaning as are set out in the Act.

SIGNED BY 185 FULHAMTON DR BY HER ATTORNEY
BRUCE RAYMOND DULWICH SA.
SPANCER OS Signature of the APPLICANT PIA 8941333

AS ATTORNEY
FOR REGINA
THISS IN THE
Signature of WITNESS - Signed in my presence by the APPLICANT who is either personally known to me or has satisfied me as to his or her identity.

PRESENCE OF PAUL JOHN EDWARDS
Print Full name of Witness (BLOCK LETTERS)

100 CARRINGTON ST.

ADELAIDE 5000

Address of Witness

Business Hours Telephone Number 82232988

Signature of the APPLICANT

Signature of WITNES - Signed in my presence by the APPLICANT who is either personally known to me or has satisfied me as to his or her identity.

Katherine Buchanan
Print Full name of Witness (BLOCK LETTERS)

20 Stanley St

Nth. Adelaide

Address of Witness

Business Hours Telephone Number 8267 3844

THE COMMON SEAL OF
KALOMEL NOMINEES PTY LTD
WAS HEREUNTO AFFIXED
IN THE PRESENCE OF

DIRECTOR

DIRECTOR/SECRETARY



THE COMMON SEAL OF
KUTCH EXPORT COMPANY PTY LTD
WAS HEREUNTO AFFIXED
IN THE PRESENCE OF:

DIRECTOR

SOLE
Michael Louis Abbott

DIRECTOR/SECRETARY

