

FORM 1 - VENDOR'S STATEMENT

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

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Preliminary

To the purchaser:

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

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

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

Instructions to the vendor for completing this statement:

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

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

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

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

PART A – PARTIES AND LAND

1. **Purchaser:** _____
 Address: _____
2. **Purchaser's registered agent:** _____ ☐
 Address: _____
3. **Vendor:** VICTORIA ISABEL MARSHALL
 Address: 6 ETON STREET MALVERN SA 5061
4. **Vendor's registered agent:** FOX REAL ESTATE (SA) PTY LTD ACN 113 976 024 ☒
 Address: LEVEL 2, 232 MELBOURNE STREET NORTH ADELAIDE SA 5006
5. **Date of Contract** (if made before this statement is served): _____
6. **Description of Land** [Identify the land including any certificate of title reference]
2/14 MILLER STREET UNLEY SA 5061 BEING UNIT 2 IN STRATA PLAN 2959 BEING THE WHOLE OF THE LAND IN CERTIFICATE OF TITLE VOLUME 5034 FOLIO 734

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 – Forms 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:

6 ETON STREET MALVERN SA 5061

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

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

Fax: 08 8267 4998 or Email: fox@foxrealestate.com.au

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

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

LEVEL 2, 232 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:

I, **VICTORIA ISABEL MARSHALL**

of **6 ETON STREET MALVERN SA 5061**

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

Date: _____ Signed: _____

Date: _____ Signed: _____

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

(section 9)

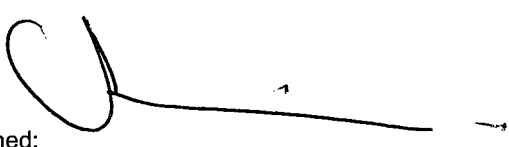
To the purchaser:

I, **CHRISTOPHER GILL FOR AND ON BEHALF OF THE FORM 1 COMPANY PTY LTD**

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

Exceptions:

Nil

Date: 19/9/2023 Signed:  _____

Vendor's/Purchaser's agent

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

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

Section 7(3) of the Act provides that this statement need not include reference to charges arising from the imposition of rates or taxes less than 12 months before the date of service of the statement. Where a mortgage, charge or prescribed encumbrance referred to in column 1 of the table below is applicable to the land, the particulars in relation to that mortgage, charge or prescribed encumbrance required by column 2 of the table must be set out in the table (in accordance with the instructions in the table) unless –

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

TABLE OF PARTICULARS

Column 1	Column 2	Column 3
[If an item is applicable, ensure that the box for the item is ticked and complete the item.]		
[If an item is not applicable, ensure that the box for the item is empty or else strike out the item or write "NOT APPLICABLE" or "N/A" in column 1. Alternatively, the item and any inapplicable heading may be omitted, <u>but not</u> 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 <u>each</u> 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 <u>all</u> of the requested particulars are contained in an attachment (instead of in the item) in accordance with the Note preceding this table, identify the attachment in the place provided in column 2 and (if required by the Note) identify the parts of the attachment that contain the particulars.]		

Column 1	Column 2	Column 3
1. General		
1.1 Mortgage of land	Is this item applicable?	☒
<i>[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	Will this be discharged or satisfied prior to or at settlement?	YES
	Are there attachments?	YES
	<i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>	
	CERTIFICATE OF TITLE	
	Number of mortgage (if registered):	
	12170261A	
	Name of mortgagee:	
	MONTANA CORPORATION PTY LTD	
1.2 Easement (whether over the land or annexed to the land)	Is this item applicable?	☒
Note – "Easement" includes rights of way and party wall rights.	Will this be discharged or satisfied prior to or at settlement?	NO
<i>[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	Are there attachments?	YES
	<i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>	
	PROPERTY INTEREST REPORT	
	Description of land subject to easement:	
	PORTION OF THE LAND IN THE SAID CERTIFICATE OF TITLE	
	Nature of easement:	
	REFER PAGE 12 IN THE PROPERTY INTEREST REPORT FOR DETAILS OF STATUTORY EASEMENTS	
	Are you aware of any encroachment on the easement?	
	NO	
	(If YES , give details):	
	If there is an encroachment, has approval for the encroachment been given?	
	(If YES , give details):	
1.3 Restrictive covenant	Is this item applicable?	☐
<i>[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	Will this be discharged or satisfied prior to or at settlement?	YES / NO
	Are there attachments?	YES / NO
	<i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>	
	Nature of restrictive covenant:	
	Name of person in whose favour restrictive covenant operates:	
	Does the restrictive covenant affect the whole of the land being acquired?	
	(If NO , give details):	
	Does the restrictive covenant affect land other than that being acquired?	
1.4 Lease, agreement for lease, tenancy agreement or licence	Is this item applicable?	☒
	Will this be discharged or satisfied prior to or at settlement?	NO
	Are there attachments?	YES

Column 1	Column 2	Column 3
(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.)	If YES , identify the attachment(s) (and, if applicable, the part(s) containing the particulars): RESIDENTIAL TENANCY AGREEMENT AND TENANCY EXTENSION	
<i>[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	Names of parties: THE VENDOR AND FRANCO PRINCI	
	Period of lease, agreement for lease etc: From 1/02/2023	
	To 31/01/2024	
	Amount of rent or licence fee: \$660.00 PER FORTNIGHT (period)	
	Is the lease, agreement for lease etc in writing? YES	
	If the lease or licence was granted under an Act relating to the disposal of Crown lands, specify: (a) the Act under which the lease or licence was granted: NOT APPLICABLE	
	(b) the outstanding amounts due (including any interest or penalty): NOT APPLICABLE	

5. Development Act 1993 (repealed)

5.1	section 42 – Condition (that continues to apply) of a development authorisation	Is this item applicable?	☐
		Will this be discharged or satisfied prior to or at settlement?	YES / NO
		Are there attachments?	YES / NO
	<i>[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	If YES , identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Condition(s) of authorisation:	

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

29. Planning, Development and Infrastructure Act 2016

29.1	Part 5 – Planning and	Is this item applicable?	☒
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Column 1	Column 2	Column 3
Design Code	Will this be discharged or satisfied prior to or at settlement?	NO
<i>[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	Are there attachments? If YES , identify the attachment(s) (and, if applicable, the part(s) containing the particulars): THE CITY OF UNLEY SEARCH AND PROPERTY INTEREST 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): 14 MILLER ST UNLEY SA 5061 UNIT 2	
	ZONES ESTABLISHED NEIGHBOURHOOD - EN	
	OVERLAYS AIRPORT BUILDING HEIGHTS (REGULATED) - ALL STRUCTURES OVER 45 METRES THE AIRPORT BUILDING HEIGHTS (REGULATED) OVERLAY SEEKS TO ENSURE BUILDING HEIGHT DOES NOT POSE A HAZARD TO THE OPERATION AND SAFETY REQUIREMENTS OF COMMERCIAL AND MILITARY AIRFIELDS.	
	BUILDING NEAR AIRFIELDS THE BUILDING NEAR AIRFIELDS OVERLAY SEEKS TO ENSURE DEVELOPMENT DOES NOT POSE A HAZARD TO THE OPERATIONAL AND SAFETY REQUIREMENTS OF COMMERCIAL AND MILITARY AIRFIELDS.	
	HISTORIC AREA - UN20 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.	
	KEY RAILWAY CROSSINGS THE KEY RAILWAY CROSSINGS OVERLAY SEEKS TO ENSURE SAFE, EFFICIENT AND UNINTERRUPTED OPERATION OF KEY RAILWAY CROSSINGS.	
	PRESCRIBED WELLS AREA THE PRESCRIBED WELLS AREA OVERLAY SEEKS TO ENSURE SUSTAINABLE WATER USE IN PRESCRIBED WELLS AREAS.	
	REGULATED AND SIGNIFICANT TREE THE REGULATED AND SIGNIFICANT TREE OVERLAY SEEKS TO MITIGATE THE LOSS OF REGULATED TREES THROUGH APPROPRIATE DEVELOPMENT AND REDEVELOPMENT.	
	STORMWATER MANAGEMENT THE STORMWATER MANAGEMENT OVERLAY SEEKS TO ENSURE NEW DEVELOPMENT INCORPORATES WATER SENSITIVE URBAN DESIGN TECHNIQUES TO CAPTURE AND RE-USE STORMWATER.	
	TRAFFIC GENERATING DEVELOPMENT THE TRAFFIC GENERATING DEVELOPMENT OVERLAY AIMS TO ENSURE SAFE AND EFFICIENT VEHICLE MOVEMENT AND ACCESS ALONG URBAN TRANSPORT ROUTES AND MAJOR URBAN TRANSPORT ROUTES.	
	URBAN TREE CANOPY THE URBAN TREE CANOPY OVERLAY SEEKS TO PRESERVE	

Column 1	Column 2	Column 3
	AND ENHANCE URBAN TREE CANOPY THROUGH THE PLANTING OF NEW TREES AND RETENTION OF EXISTING MATURE TREES WHERE PRACTICABLE. Is there a State heritage place on the land or is the land situated in a State heritage area? NO Is the land designated as a local heritage place? NO Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land? NO Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation? YES Note – For further information about the Planning and Design Code visit www.code.plan.sa.gov.au.	
29.2 section 127 – Condition (that continues to apply) of a development authorisation <i>[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	<i>Is this item applicable?</i> <i>Will this be discharged or satisfied prior to or at settlement?</i> <i>Are there attachments?</i> <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> Date of authorisation: Name of relevant authority that granted authorisation: Condition(s) of authorisation:	☐ YES / NO YES / NO

SCHEDULE – DIVISION 2 – OTHER PARTICULARS
(section 7(1)(b))**Particulars relating to strata unit**

1 Name of strata corporation:

STRATA CORPORATION 2959 INC

Address of strata corporation:

14 MILLER STREET UNLEY SA 5061

2 Application must be made in writing to the strata corporation for the particulars and documents referred to in 3 and 4. Application must also be made in writing to the strata corporation for the articles referred to in 6 unless the articles are obtained from the Lands Titles Registration Office.

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

(a) particulars of contributions payable in relation to the unit (including details of arrears of contributions related to the unit):

UNIT OWNER'S CONTRIBUTION TO STRATA CORPORATION INSURANCE, COMMON PROPERTY MAINTENANCE AND WATER USE

(b) particulars of the assets and liabilities of the strata corporation:

COMMON PROPERTY IMPROVEMENTS

(c) particulars of expenditure that the strata corporation has incurred, or has resolved to incur, and to which the unit holder of the unit must contribute, or is likely to be required to contribute:

UNIT OWNER'S CONTRIBUTION TO STRATA CORPORATION INSURANCE, COMMON PROPERTY MAINTENANCE AND WATER USE

(d) particulars of the unit entitlement of the unit:

UNIT 2 : 33 OF 100*[If any of the above particulars have not been supplied by the strata corporation by the date of this statement and are not known to the vendor, state "not known" for those particulars.]*

4 Documents supplied by the strata corporation that are enclosed:

(a) a copy of the minutes of the general meetings of the strata corporation and management committee for the 2 years preceding this statement/since the deposit of the community plan; (**Strike out or omit whichever is the greater period*)**NO**

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

NO

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

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

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

ENQUIRIES WERE MADE WITH THE VENDOR ON 05 SEPTEMBER 2023

- 6 A copy of the articles of the strata corporation is enclosed.
- 7 The following additional particulars are known to the vendor or have been supplied by the strata corporation: ☒

THE STRATA CORPORATION DOES NOT HOLD MEETINGS OR MAINTAIN ACCOUNTS. THE STRATA CORPORATION COMMON PROPERTY INSURANCE RENEWAL IS ATTACHED. THE STRATA CORPORATION LEASES THE AREA MARKED "VISITORS PARKING" ON THE STRATA PLAN AS DETAILED IN THE RESERVED PARKING CONTRACT (SHORT TERM) AND EXTENSION EMAILS.

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

GUY MARSHALL

Address:

6 ETON STREET MALVERN SA 5061

Note –

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

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

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

**Governance**

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

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

Use of your property

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

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

Are you buying a debt?

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

Expenses

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

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

Guarantee

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

Contracts

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

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

Buying off the plan

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

Mixed use developments - voting rights

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

Further information

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

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

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

You can also seek advice from a legal practitioner.

ACKNOWLEDGEMENT OF RECEIPT OF FORM 1

The Purchaser hereby acknowledges receipt of the following:

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

the above being identified by page numbered 1 to 11 inclusive, together with the following annexures and supporting documents (if any):

**CERTIFICATE OF TITLE VOLUME 5034 FOLIO 734
PROPERTY INTEREST REPORT
SA WATER, EMERGENCY SERVICES LEVY AND LAND TAX CERTIFICATES
THE CITY OF UNLEY SEARCH
STRATA PLAN 2959
STRATA CORPORATION COMMON PROPERTY INSURANCE RENEWAL
RESIDENTIAL TENANCY AGREEMENT AND TENANCY EXTENSION
RESERVED PARKING CONTRACT (SHORT TERM) AND EXTENSION EMAILS**

SIGNED BY THE PURCHASER:

THIS _____ DAY OF _____

(Signature)

(Signature)

(Signature)

(Signature)

The Purchaser acknowledges and consents to the Vendor and Agent or their authorised representatives signing the Form 1 by electronic and/or digital signatures under the Electronic Transactions Act (Cth) and (SA).

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?

January 2014

Enjoyment

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

Value

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

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

REAL PROPERTY ACT, 1886



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



Certificate of Title - Volume 5034 Folio 734

Parent Title(s) CT 4081/279
Creating Dealing(s) CONVERTED TITLE
Title Issued 24/07/1991 **Edition** 7 **Edition Issued** 22/08/2014

Estate Type

FEE SIMPLE (UNIT)

Registered Proprietor

VICTORIA ISABEL MARSHALL
OF UNIT 2 14 MILLER STREET UNLEY SA 5061

Description of Land

UNIT 2 STRATA PLAN 2959
IN THE AREA NAMED UNLEY
HUNDRED OF ADELAIDE

Easements

NIL

Schedule of Dealings

Dealing Number	Description
12170261A	MORTGAGE TO MONTANA CORPORATION PTY. LTD.

Notations

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

Property Interest Report

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

Title Reference	CT 5034/734	Reference No. 2499177
Registered Proprietors	V I*MARSHALL	Prepared 05/09/2023 10:30
Address of Property	Unit 2, 14 MILLER STREET, UNLEY, SA 5061	
Local Govt. Authority	THE CORPORATION OF THE CITY OF UNLEY	
Local Govt. Address	PO BOX 1 UNLEY SA 5061	

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 Trade and Investment 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 Trade and Investment 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 Trade and Investment 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 Trade and Investment 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 Trade and Investment 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 Trade and Investment 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 Trade and Investment has no record of any notice affecting this title

- | | | |
|------|--|--|
| 5.10 | section 84 - Enforcement notice | State Planning Commission in the Department for Trade and Investment 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 Trade and Investment 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 Trade and Investment 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 |
|-----|--|--|

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 |
|-----|---------------------------------|---|

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 |
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20. Local Government Act 1934 (repealed)

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|------|---|---|
| 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

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|------|---|---|
| 21.1 | Notice, order, declaration, charge, claim or demand given or made under the Act | Contact the Local Government Authority for other details that might apply |
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22. Local Nuisance and Litter Control Act 2016

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

23. Metropolitan Adelaide Road Widening Plan Act 1972

- | | | |
|------|--|---|
| 23.1 | section 6 - Restriction on building work | Transport Assessment Section within DIT has no record of any restriction affecting this title |
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24. Mining Act 1971

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

24.9	Proclamation with respect to a private mine	Mineral Tenements in the Department of Energy and Mining has no record of any proclamation affecting this title
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25. *Native Vegetation Act 1991*

25.1	Part 4 Division 1 - Heritage agreement	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.2	section 25C - Conditions of approval regarding achievement of environmental benefit by accredited third party provider	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.3	section 25D - Management agreement	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.4	Part 5 Division 1 - Refusal to grant consent, or condition of a consent, to clear native vegetation	DEW Native Vegetation has no record of any refusal or condition affecting this title

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

26.1	section 97 - Notice to pay levy in respect of costs of regional NRM board	The regional landscape board has no record of any notice affecting this title
26.2	section 123 - Notice to prepare an action plan for compliance with general statutory duty	The regional landscape board has no record of any notice affecting this title
26.3	section 134 - Notice to remove or modify a dam, embankment, wall or other obstruction or object	The regional landscape board has no record of any notice affecting this title
26.4	section 135 - Condition (that remains in force) of a permit	The regional landscape board has no record of any notice affecting this title
26.5	section 181 - Notice of instruction as to keeping or management of animal or plant	The regional landscape board has no record of any notice affecting this title
26.6	section 183 - Notice to prepare an action plan for the destruction or control of animals or plants	The regional landscape board has no record of any notice affecting this title
26.7	section 185 - Notice to pay costs of destruction or control of animals or plants on road reserve	The regional landscape board has no record of any notice affecting this title
26.8	section 187 - Notice requiring control or quarantine of animal or plant	The regional landscape board has no record of any notice affecting this title
26.9	section 193 - Protection order to secure compliance with specified provisions of the Act	The regional landscape board has no record of any order affecting this title
26.10	section 195 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act	The regional landscape board has no record of any order affecting this title
26.11	section 197 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act	The regional landscape board has no record of any authorisation affecting this title

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

27.1	section 21 - Notice of levy or contribution payable	Outback Communities Authority has no record affecting this title
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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
- Code Amendment**
- Residential Driveway Crossovers –draft design standard aiming to improve public safety and enhance streetscapes across SA. Minor changes to the Planning and Design Code have also been drafted to complement the design standard and support its delivery and are open for consultation as part of this process. For more information, refer to the 'Code Amendments' page on the PlanSA portal: https://plan.sa.gov.au/have_your_say/ or phone PlanSA on 1800752664.**
- Code Amendment**
- Tunnel Protection Overlay (early commencement) - The Department for Infrastructure and Transport is introducing a Tunnel Protection Overlay that will apply to the River Torrens to Darlington Project (T2D) tunnels. The Overlay aims to ensure that future development activity and construction work nearby does not impact the tunnels. For more information, refer to the 'Code Amendments' page on the PlanSA portal: https://plan.sa.gov.au/have_your_say/ or phone PlanSA on 1800752664.**
- 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 Trade and Investment 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 Trade and Investment 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 Trade and Investment 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 Trade and Investment 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 Trade and Investment 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 Trade and Investment 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 Trade and Investment 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 Trade and Investment 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 Trade and Investment has no record of any conditions that continue to apply, affecting this title

30. *Plant Health Act 2009*

30.1	section 8 or 9 - Notice or order concerning pests	Plant Health in PIRSA has no record of any notice or order affecting this title
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31. *Public and Environmental Health Act 1987 (repealed)*

31.1	Part 3 - Notice	Public Health in DHW has no record of any notice or direction affecting this title
		also
		Contact the Local Government Authority for other details that might apply
31.2	<i>Public and Environmental Health (Waste Control) Regulations 2010 (or 1995)</i> (revoked) Part 2 - Condition (that continues to apply) of an approval	Public Health in DHW has no record of any condition affecting this title
		also
		Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

32. *South Australian Public Health Act 2011*

- 32.1 section 66 - Direction or requirement to avert spread of disease

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

- 32.2 section 92 - Notice

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

also

Contact the Local Government Authority for other details that might apply

- 32.3 *South Australian Public Health (Wastewater) Regulations 2013* Part 4 - Condition (that continues to apply) of an approval

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

also

Contact the Local Government Authority for other details that might apply

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

- 33.1 section 23 - Notice of contribution payable

DEW has no record of any notice affecting this title

34. *Water Industry Act 2012*

- 34.1 Notice or order under the Act requiring payment of charges or other amounts or making other requirement

An SA Water Certificate will be forwarded.

If you do not receive the certificate please contact the SA Water Customer Contact Centre on 1300 650 950

also

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

also

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

also

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

also

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

35. *Water Resources Act 1997 (repealed)*

- 35.1 section 18 - Condition (that remains in force) of a permit

DEW has no record of any condition affecting this title

- 35.2 section 125 (or a corresponding previous enactment) - Notice to pay levy

DEW has no record of any notice affecting this title

36. *Other charges*

- 36.1 Charge of any kind affecting the land (not included in another item)

Refer to the Certificate of Title

also

Contact the vendor for these details

also

Contact the Local Government Authority for other details that might apply

Other Particulars

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>) | The Dog Fence Board has no current interest in Dog Fence rates relating to this title. |
| 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 5034/734
Status CURRENT
Easement NO
Owner Number 16487044
Address for Notices 2/14 MILLER ST UNLEY 5061
Area NOT AVAILABLE

Estate Type

Fee Simple (Unit)

Registered Proprietor

VICTORIA ISABEL MARSHALL
OF UNIT 2 14 MILLER STREET UNLEY SA 5061

Description of Land

UNIT 2 STRATA PLAN 2959
IN THE AREA NAMED UNLEY
HUNDRED OF ADELAIDE

Last Sale Details

Dealing Reference TRANSFER (T) 12170261
Dealing Date 23/07/2014
Sale Price \$260,000
Sale Type TRANSFER FOR FULL MONETARY CONSIDERATION

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
MORTGAGE	12170261A	MONTANA CORPORATION PTY. LTD. (ACN: 008 007 261)

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
0907675508	CURRENT	Unit 2, 14 MILLER STREET, UNLEY, SA 5061

Notations

Dealings Affecting Title

NIL

Notations on Plan

NIL

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	0907675508
Type	Site & Capital Value
Date of Valuation	01/01/2023
Status	CURRENT
Operative From	01/07/1977
Property Location	Unit 2, 14 MILLER STREET, UNLEY, SA 5061
Local Government	UNLEY
Owner Names	VICTORIA ISABEL MARSHALL
Owner Number	16487044
Address for Notices	2/14 MILLER ST UNLEY 5061
Zone / Subzone	EN - Established Neighbourhood\\
Water Available	Yes
Sewer Available	Yes
Land Use	1310 - Ground Floor Home Unit Only
Description	3H UNIT CP
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
S2959 UNIT 2	CT 5034/734

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$485,000	\$485,000			
Previous	\$375,000	\$420,000			

Building Details

Valuation Number	0907675508
Building Style	Colonial
Year Built	1976
Building Condition	Basic
Wall Construction	Brick
Roof Construction	Tiled (Terra Cotta or Cement)
Equivalent Main Area	72 sqm
Number of Main Rooms	3

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

Certificate of Title

Title Reference: CT 5034/734
Status: CURRENT
Edition: 7

Dealings

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

Priority Notices

NIL

Registrar-General's Notes

No Registrar-General's Notes exist for this title

Account Number 09 07675 50 8	L.T.O Reference CT5034734	Date of issue 5/9/2023	Agent No. 7734	Receipt No. 2499177
--	------------------------------	---------------------------	-------------------	------------------------

THE FORM 1 COMPANY
LEVEL 8 / 420 KING WILLIAM ST
ADELAIDE SA 5000
form1@form1.net.au

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: MS VI MARSHALL
Location: U2 14 MILLER ST UNLEY UNIT 2
Description: 3H UNIT CP **Capital Value:** \$ 485 000
Rating: Residential

Periodic charges

Raised in current years to 30/9/2023

				\$
		Arrears as at: 30/6/2023	:	0.00
Water main available:	1/7/1977	Water rates	:	74.20
Sewer main available:	1/7/1977	Sewer rates	:	79.50
		Water use	:	27.05
		SA Govt concession	:	0.00
		Recycled Water Use	:	0.00
		Service Rent	:	0.00
		Recycled Service Rent	:	0.00
		Other charges	:	0.00
		Goods and Services Tax	:	0.00
		Amount paid	:	189.75CR
		Balance outstanding	:	9.00CR

Degree of concession: 00.00%
Recovery action taken: FULLY PAID

Next quarterly charges: Water supply: 74.20 Sewer: 79.50 Bill: 11/10/2023

This account has no meter of its own but is supplied from account no 09 07675 24 1.

The Water Use apportionment option is Even.

The apportionment percentage for this account is 33.33%.

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



Government of
South Australia

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

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

South Australian Water Corporation

Name:
MS VI MARSHALL

Water & Sewer Account
Acct. No.: **09 07675 50 8**

Amount: _____

Address:
U2 14 MILLER ST UNLEY UNIT 2

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	0907675508



Bill code: 8888
Ref: 0907675508

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: 0907675508



**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



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: 2499177

DATE OF ISSUE

05/09/2023

THE FORM 1 COMPANY
GPO BOX 1651
ADELAIDE SA 5001

ENQUIRIES:

Tel: (08) 8226 3750

Email: revsaesl@sa.gov.au

OWNERSHIP NUMBER		OWNERSHIP NAME		
16487044		V I MARSHALL		
PROPERTY DESCRIPTION				
2 / 14 MILLER ST / UNLEY SA 5061 / UNIT 2				
ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
			R4	RE
0907675508	CT 5034/734	\$485,000.00	1.000	0.400
LEVY DETAILS:		FIXED CHARGE	\$	50.00
		+ VARIABLE CHARGE	\$	196.30
FINANCIAL YEAR		- REMISSION	\$	123.00
2023-2024		- CONCESSION	\$	0.00
		+ ARREARS / - PAYMENTS	\$	-123.30
		= AMOUNT PAYABLE	\$	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

04/12/2023



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 OF THIS CERTIFICATE CAN ONLY BE MADE

Online at:

OR

By Post to:

www.revenuesaonline.sa.gov.au

RevenueSA
Locked Bag 555
ADELAIDE SA 5001

**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: 2499177

DATE OF ISSUE

05/09/2023

THE FORM 1 COMPANY
GPO BOX 1651
ADELAIDE SA 5001

ENQUIRIES:

Tel: (08) 8226 3750

Email: landtax@sa.gov.au

OWNERSHIP NAME

V I MARSHALL

FINANCIAL YEAR

2023-2024

PROPERTY DESCRIPTION

2 / 14 MILLER ST / UNLEY SA 5061 / UNIT 2

ASSESSMENT NUMBER

0907675508

TITLE REF.

(A "+" indicates multiple titles)

CT 5034/734

TAXABLE SITE VALUE

\$485,000.00

AREA

0.0000 HA

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

CURRENT TAX	\$	1,488.93	SINGLE HOLDING	\$	0.00
- DEDUCTIONS	\$	0.00			
+ ARREARS	\$	0.00			
- PAYMENTS	\$	0.00			
= AMOUNT PAYABLE	\$	1,488.93			

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 04/12/2023**Government of
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

**RevenueSA**

DEPARTMENT OF TREASURY AND FINANCE

Land Tax Act 1936

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

16487044

OWNERSHIP NAME

V I MARSHALL

ASSESSMENT NUMBER

0907675508

AMOUNT PAYABLE

\$1,488.93

AGENT NUMBER

100019452

AGENT NAME

THE FORM 1 COMPANY

PAYABLE ON OR BEFORE

04/12/2023

+80011807820012> +000927+ <0550605050> <0000148893> +444+

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 OF THIS CERTIFICATE CAN ONLY BE MADE

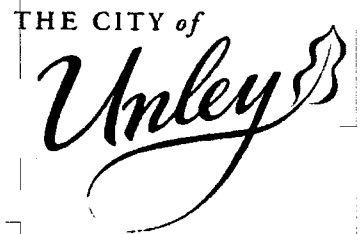
Online at:

OR

By Post to:

www.revenuesaonline.sa.gov.au

RevenueSA
Locked Bag 555
ADELAIDE SA 5001



The Form 1 Company
GPO Box 1651
ADELAIDE SA 5001

Date: 5 September 2023
Cert. No: 23160
Ref. No:
28808/28809/28810:7894

REQUEST FOR PROPERTY INFORMATION

Further to your request Council now provides that information required of it pursuant to the Local Government Act and the Land and Business (Sale and Conveyancing) Act.

PROPERTY ADDRESS: 2 / 14 Miller Street, Unley SA 5061
Owner: V I Marshall
Unit 2
14 Miller Street
UNLEY SA 5061

PROPERTY DESCRIPTION

Assessment No:	55 4	Valuer Gen No:	0907675508
Section / Lot:	SP 2959 Unit 2		
Volume / Folio	CT-5034/734		
Ward	Unley	Hundred:	Adelaide

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

Rates and Fines in Arrears	\$0.00
Rates and Charges for current Fiscal Year (2023/24) which were adopted by Council on the 26 June 2023 and payable on or before 1 September 2023	\$991.40
*Less Council Rebate	\$0.00
Fines and Interest for current Fiscal Year	\$0.00
Sundry other charges upon the Land	\$0.00
Less Payments/Adjustments Received	(\$250.40)
Balance	
• rates and other monies due and payable	\$741.00
includes legal costs, solicitors fees etc.	\$0.00
TOTAL BALANCE	\$741.00

***Please note:** this certificate is valid for 30 days from the date of issue. A subsequent search will be required after this period.

Authorised Officer 

CITY of VILLAGES
Unley, South Australia 5061
Postal PO Box 1
Unley, South Australia 5061

Civic Centre 181 Unley Road
Facsimile (08) 8271 4886
Email pobox1@unley.sa.gov.au
Website www.unley.sa.gov.au

Telephone (08) 8372 5111

The following information is provided by council pursuant to the **Land and Business (Sale and Conveyancing) Act 1994** and the **Local Government Act**.

ADVISORY NOTE

Building Fire Risk

Aluminium Composite Panel Cladding (ACP) is defined as flat or profiled aluminium sheet material in composite with any type of material. ACP is an external building cladding material which can create a fire risk if used or installed incorrectly.

Both Vendors and Purchases should take reasonable steps to determine if ACP has been identified on any building on the land, and also the status of any required remediation works related to the presence of ACP on such building.

Part 3 – Development Plan Development Act 1993

Description of Zone:	N/A
State Heritage Place pursuant to the Heritage Act	N/A
Local Heritage Place pursuant to the Development Act	N/A
Significant Tree pursuant to the Development Plan on property	N/A

For updated zoning information, refer to the PlanSA Section 7 Report attached.

Section 42 – Condition(s) (that continue to apply) of a development authorisation.

(Note: this applies to all approvals under any development, planning or building legislation)
There are no development applications associated with this property.

Please Note that any City of Unley Development Approval land division condition which details the Development Assessment Commission's requirements regarding payment of moneys into the Planning and Development Fund should be considered as a note and does not constitute an ongoing City of Unley condition of development approval.

Repealed Act conditions (that continue to apply) of approvals or authorisations granted under the *Building Act 1971* (repealed), the *City of Adelaide Development Control Act 1976* (repealed), the *Planning Act 1982* (repealed) or the *Planning and Development Act 1966* (repealed).

(Note: For Repealed Act conditions, please view under "Section 42 – Condition(s) (that continue to apply) of a development authorisation". Applications from 1994 onwards (ie *Development Act*, 1993 conditions) are **not** included in the Repealed Act conditions.)

Part 2 – Items to be included if land affected

Development Act 1993

Section 50(1) – Requirement to vest land in Council or the Crown to be held as open-space. **N/A**

Section 50(2) – Requirement to vest land in Council or the Crown to be held as open-space. **N/A**

Order under Section 55 of the Development Act, 1993 to remove work or notice or order under Section 56 of that Act to complete development. **N/A**

Land Management Agreement under Section 57 of the Development Act, 1993 (and under Planning Act, 1982). **N/A**

Emergency order under Section 69 of the Development Act, 1993. **N/A**

Fire Safety Notice under Section 71 of the Development Act, 1993. **N/A**

Enforcement Notice under Section 84 or Order under Sections 85(6), 85(10) of the Development Act, 1993. **N/A**

Proceedings under Division 2 of Part 11 of the Development Act, 1993. **N/A**

Fire and Emergency Services Act 2005

Section 56 – Notice of action required concerning flammable materials on land **N/A**

Section 83 – Notice of action required to protect against outbreak or spread of fire **N/A**

Food Act 2001

Section 44 – Improvement Notice **N/A**

Section 46 – Prohibition Order **N/A**

Housing Improvement Act 2016

Section 23 – Declaration that house is undesirable or unfit for human habitation **N/A**

Date of Declaration **N/A**

Particulars required to be provided under Section 23 **N/A**

Local Government Act

For information pursuant to Local Government Act, 1934 and charges

against the land, see front page.

For information pursuant to Local Government Act, 1999 and charges against the land, see front page.

Local Nuisance and Litter Control Act 2016

Section 30 – Nuisance or litter abatement notice

N/A

Planning, Development and Infrastructure Act 2016

Part 5 – Planning and Design Code

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 the PlanSA Section 7 Report attached.

Is the land situated in a State Heritage place?

Refer
attached
report

Is the land designated as a place of local heritage value?

Refer
attached
report

Is there a tree declared to be a significant tree or a stand of trees declared to be significant trees on the land?

Refer
attached
report

Is there a current amendment to the Planning and Design Code released for public consultation by the State Planning Commission on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?

Refer
attached
report

Refer to the PlanSA Section 7 Report attached.

Section 141 – Order to remove or perform work

No

Section 142 – Notice to complete development

No

Section 155 – Emergency Order

No

Section 157 – Fire safety notice

No

Section 192 or 193 Land Management Agreement

No

Section 198(1) – Requirement to vest land in the Council to be held as private open space

No

Section 198(2) – Requirement to vest land in the Council to be held as private open space

No

Part 16 Division 1 – Proceedings

No

Section 213 – Enforcement notice

No

Section 214(6), 214(10) or 222 – Enforcement Order

No

South Australian Public Health Act 2011

Section 92 – Notice

N/A

South Australian Public Health (*Wastewater*) Regulations 2013 Part 4-Condition (that continues to apply) of an approval

N/A

Building Indemnity Insurance

(Building Indemnity Insurance only applies to domestic building work that requires Development Approval, is more than \$12,000 in value and commenced after 1 May 1987. The insurance is only applicable for the first five years after completion of the building work and does not apply to domestic building work undertaken by 'Owner/Builders'). If no details appear below, no applicable Building Indemnity Insurance details exist.

Further information held by councils

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

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

NO

Note:

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

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

It should be noted that:

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

ENQUIRIES

The information herein is provided pursuant to the Council's obligations under Section 7 of the Land Business (Sales and Conveyancing) Act, 1994.

Only that information which is required to be provided has been given and that information should not be taken as a representation as to whether or not any other charges or encumbrances affect the subject land.

If there are any further or specific queries please contact Council.

AUTHORISED OFFICER

Data Extract for Section 7 search purposes

Valuation ID 0907675508

Data Extract Date: 05/09/2023

Parcel ID: S2959 U2

Certificate Title: CT5034/734

Property Address: UNIT 2 14 MILLER ST UNLEY SA 5061

Zones

Established Neighbourhood (EN)

Subzones

No

Zoning overlays

Overlays

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

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

Building Near Airfields

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

Historic Area (Un20)

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.

Key Railway Crossings

The Key Railway Crossings Overlay seeks to ensure safe, efficient and uninterrupted operation of key railway crossings.

Prescribed Wells Area

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

Regulated and Significant Tree

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

Stormwater Management

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

Traffic Generating Development

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

Urban Tree Canopy

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

Is the land situated in a State Heritage Place/Area

No

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

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

Is the land designated as a Local Heritage Place

No

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

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

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

No

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

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

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

Associated Development Authorisation Information

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

No

Land Management Agreement (LMA)

No

2959

ACCEPTED FOR DEPOSIT

W. B. Doyle
Pro Registrar-General
21/12/1976

Reference Map No.

COUNCIL of Unley City

1963 10 3

*AUTHORITY FOR DATA
VIDE F.P. 177.*

HUNDRED OF ADELAIDE
Pt. Lot 137 of D.P. 1165
PT. SECTION 239
In the area named
UNLEY

D. P. 1165.

D
A
O
R

STREET.

MILLER

D. P. 1165.

1. HENRY DONALD MORRISON, A LICENSED SURVEYOR WITHIN THE MEANING OF THE SURVEYORS ACT, WANTS TO HEREBY CERTIFY, IN WITNESS WHEREOF, HE HAS SET HIS HAND AND SEAL, THIS 20TH DAY OF OCTOBER 1975, THAT THE SUBSIDARIES AND ALL BUILDINGS AND OTHER STRUCTURES DEPICTED HEREON ARE WHOLLY COMPREHENDED WITHIN THE BOUNDARIES OF THE PARCEL DELINEATED ON THIS STAGRA PLAN.

2. THAT THIS STAGRA PLAN REPRESENTS AN ACCURATE DELINEATION OF THE UNITS AND UNIT SUBSIDARIES AS CONSTRUCTED OR LAID OUT ON THE PARCEL.

3. THAT THIS STAGRA PLAN COMPLES WITH THE REQUIREMENTS OF THE STAGRA ACT, CHAPTER 100, SECTION 100.01, AND THE REGULATIONS OF 1969 (STAGRA TITLES).

DATED THIS 20TH DAY OF OCTOBER 1975.

SITE PLAN.

SCA 1E:

A vertical scale bar labeled "METRES" with markings from 0 to 20. The markings are at intervals of 5 units (0, 5, 10, 15, 20).

CERTIFICATE OF TITLE : VOLUME 4041 FOLIO 158.
AREA OF TITLE : 892 m2

W.D. Morrison
LICENSED SURV

1000 & SYMONDS PTY. LTD.
 Mining & Engineering
 Engineers
 1000 STREET, ADELAIDE
 TELEPHONE 223 3450

REF: 1292 / 2621 : 338

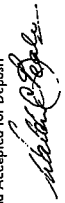
STRATA PLAN NUMBER

SP 2959

Authenticated vide

Application No. 3977302

and Accepted for Deposit



PRINCIPAL DRAFTING OFFICER

pro Registrar-General

21/12/1976

THIS IS SHEET 3 OF 3 SHEETS

SCHEDULE OF UNIT ENTITLEMENT										
UNIT NO.	UNIT ENTITLEMENT	CURRENT C's of T.		UNIT N ^o	UNIT ENTITLEMENT	CURRENT C's of T.				
		VOLUME	FOLIO			VOLUME	FOLIO			
1	34									
2	33									
3	33									
				AGGREGATE						
				COMMON PROPERTY						
				ROAD or RESERVE ALLOTMENTS						
AGGREGATE	100									

Schedule 3—Articles of strata corporation

- 1 (1) A unit holder must—
 - (a) maintain the unit in good repair;
 - (b) carry out any work ordered by a council or other public authority in respect of the unit.
- (2) The occupier of a unit must keep it in a clean and tidy condition.
- 2 A person bound by these articles—
 - (a) must not obstruct the lawful use of the common property by any person; and
 - (b) must not use the common property in a manner that unreasonably interferes with the use and enjoyment of the common property by the other members of the strata community, their customers, clients or visitors; and
 - (c) must not make, or allow his or her customers, clients or visitors to make, undue noise in or about any unit or the common property; and
 - (d) must not interfere, or allow his or her customers, clients or visitors to interfere, with others in the enjoyment of their rights in relation to units or common property.
- 3 A person bound by these articles must not use the unit, or permit the unit to be used, for any unlawful purpose.
- 4 Subject to the *Strata Titles Act 1988*, a person bound by these articles must not, without the strata corporation's consent, keep any animal in, or in the vicinity of, a unit.
- 5 A person bound by these articles—
 - (a) must not park a motor vehicle in a parking space allocated for others or on a part of the common property on which parking is not authorised by the strata corporation; and
 - (b) must take reasonable steps to ensure that his or her customers, clients or visitors do not park in parking spaces allocated for others or on parts of the common property on which parking is not authorised by the strata corporation.
- 6 A person bound by these articles must not, without the consent of the strata corporation—
 - (a) damage or interfere with any lawn, garden, tree, shrub, plant or flower on the common property; or
 - (b) use any portion of the common property for his or her own purposes as a garden.
- 7 A person bound by these articles must not—
 - (a) bring objects or materials onto the site of a kind that are likely to cause justified offence to the other members of the strata community; or
 - (b) allow refuse to accumulate so as to cause justified offence to others.
- 8 A person bound by these articles must not, without the consent of the strata corporation, display any sign, advertisement, placard, banner or any other conspicuous material of a similar nature—
 - (a) on part of his or her unit so as to be visible from outside the building; or
 - (b) on any part of the common property.
- 9 The occupier of a unit may, without the consent of the strata corporation, paint, cover or in any other way decorate the inside of any building forming part of the unit and may, provided that unreasonable damage is not caused to any common property, fix locks, catches, screens, hooks and other similar items to that building.
- 10 The occupier of a unit used for residential purposes must not, without the consent of the strata corporation, use or store on the unit or on the common property any explosive or other dangerous substance.
- 11 A person bound by these articles—
 - (a) must maintain within the unit, or on a part of the common property set apart for the purpose by the strata corporation, a receptacle for garbage adequately covered; and
 - (b) must comply with all council by-laws relating to the disposal of garbage.
- 12 A unit holder must immediately notify the strata corporation of—
 - (a) any change in the ownership of the unit, or any change in the address of an owner;
 - (b) any change in the occupancy of the unit.



MGA Insurance Brokers Pty Ltd
176 Fullarton Road
DULWICH
S.A. 5065
Website: www.mga.com
AFS Licence No. 244601
ABN 29 008 096 277

INVOICE
Issued 22.02.2023

Strata Plan 2959
C/- Montana Corporation Pty Ltd
6 Eaton Street
MALVERN SA 5061

Total Payable*

A\$ 2,225.00
includes GST of 184.23

Pay By

4th March 2023
or within 7 days of invoice receipt

Our Reference

14241563

Policy Number

SRSC19000534

Class: Strata/Community Corporation - Domestic

PROTECTING AUSTRALIANS SINCE 1975

MGA Insurance Brokers is one of the top 10 Insurance Brokerages in Australia with 40 offices and over 200 personnel Australia wide



IMPORTANT INFORMATION

Please review your policy documents carefully and contact us immediately if any details are incorrect, other changes are required or if you have any questions regarding your policy.

Renewal For: 1-3 / 14 Miller Street, UNLEY

If you should have any queries please contact;
Milton Jones on (08) 8291 2344 or Felicity Kageler on (08) 8291 2312

Claims must be notified as soon as reasonably possible. Late notification may result in the insurer refusing to indemnify you or reducing your claim, to the extent the insurer is prejudiced by the delay. Refer to your policy for more details. *The enclosed Tax Invoice provides a detailed breakdown of the above Total Payable amount.

Payment Options:



Billir Code: 36160
Reference: 042415630050
From savings or cheque account



Post your cheque with this payment slip to:
MGA Insurance Brokers Pty Ltd
Locked Bag 4001
KENT TOWN DC SA 5067



Post
Billpay

Pay in person at any Australia Post outlet
using cash, cheque or EFTPOS.



Pay in person at any Australia Post
outlet or at your local MGA Office.



Visit our website at: www.mga.com
to pay by Visa, Mastercard or Amex.
A surcharge (Incl. GST) will apply.
Client Reference: MGA ADL S6969
Invoice Reference: 14241563



Pay using internet banking by entering the below
BSB, account and reference details:
BSB: 085-456
Account: 691297070
Reference: 14241563



*2871 042415630050

Total Payable A\$ 2,225.00

Broker: Milton Jones
MGA ADL S6969 1267098/004 14241563



OUR PRIVACY POLICY

We are committed to protecting your privacy in accordance with the Privacy Act 1988 (Cth) (Privacy Act) and the Australian Privacy Principles (APP's). Where required, we will provide you with a Collection Notice which outlines how we collect, disclose and handle your information.

You can also refer to our Privacy Policy available on our website or by contacting us for more information about our privacy practices including how we collect, use or disclose your information, how to access or seek correction to your information or how to complain in relation to a breach of the Australian Privacy Principles and how such a complaint will be handled.

YOUR DUTY OF DISCLOSURE

You have a duty of disclosure under the Insurance Contracts Act 1984.

When applying for insurance and answering any questions, you need to advise anything you know, or that a reasonable person in the circumstances would know, that may affect or be relevant to the insurer's decision to insure you and on what terms.

You must comply with your duty of disclosure until the insurer agrees to insure you (including any renewal, extension, variation or reinstatement as applicable), and if anything that you have disclosed to us changes before that time, you also need to tell us.

The duty applies to you and anyone else that you want to be covered by the contract.

If you are in doubt tell us and we can help.

NON-DISCLOSURE

If you fail to comply, the insurer may reduce its liability under the contract in respect of a claim, cancel the contract or both. If your failure is fraudulent, they may also avoid the contract from its beginning.

AVERAGE OR CO-INSURANCE

Check your sums insured are adequate to cover the full replacement value of your items in the event of a claim. Where the contract of insurance includes an Average or Co-Insurance provision, you will be considered your own Insurer for the difference between the sum insured at the time of loss and the specified percentage of the true value of the property lost or damaged. The effect of the Average or Co-Insurance provision is that you will bear a rateable proportion of any loss in the event of any under-insurance.

THIRD PARTY INTERESTS

You should advise the Insurer of the interest of all third parties (e.g. financiers, lessors, mortgagees) in the subject matter of policy. The interest of such third parties may only be protected if it is noted on the policy.

HOLD BLAMELESS OR PREVENTING THE RIGHT OF RECOVERY

Please be aware that if you are a party to any agreement or understanding that has the effect of excluding or limiting the insurer's rights of recovery from a third party, the insurer may have the right to refuse to indemnify you for such loss if it is shown that Insurer's rights of recovery has been prejudiced by your action.

ASSOCIATIONS WITH RELATED BODIES CORPORATE

We are members of the Austbrokers network of insurance brokers. MGA Insurance Brokers is an equity member within the Austbrokers network. AUB Group Limited (ABN 60 000 000 715) (AUB) is a sole shareholder of Austbrokers Member Services Pty Ltd ACN 123 717 653, a company that provides marketing, distribution and training services to members of Austbrokers.

MGA Insurance Brokers Pty Ltd and MGA EziPay Pty Ltd (ABN 12 119 047 960) are wholly owned subsidiaries of MGA Management Services Pty Ltd (ABN 47 008 210 482).

ASSOCIATION WITH AN UNDERWRITING AGENCY

We have an association with Millennium Underwriting Agencies Pty Ltd (ABN 38 079 194 095). MGA Insurance Brokers Pty Ltd and Millennium Underwriting Agencies Pty Ltd have some common directors and a proportion of the shares of each company have some common beneficial ownership.

IMPORTANT INFORMATION

This document provides only brief details of the insurance. The full terms and conditions are contained in the policy documents and it is essential that you read these carefully. Should you have any questions about the scope of cover provided, please contact your local MGA office for an explanation.

MGA subscribes to the Australian Financial Complaints Authority (AFCA). Should you have any complaint about MGA please contact our office immediately. The latest version of our Financial Services Guide is available on our website www.mga.com

LEGAL LIABILITY OR INDEMNITY INSURANCE

Should the policy state that the cover is written on a "Claims Made" basis or "Claims Made and Notified" basis, it is imperative that the Insurer be notified immediately of any claim, incident or circumstances that may result in a claim during the currency of the policy or any permitted extended disclosure period (if applicable).

NON RETURN OF BROKERAGE

The charges detailed on this invoice include the commission and fee income earned by this office for the placement of the risk insured. Our fees or commission may not be refunded to you if the policy is cancelled prior to expiry.

COOLING OFF PERIOD

Some policies are subject to a cooling off period (the policy will state if this is the case and the applicable notice period). Where a cooling off period applies you can check that the policy meets your needs during the notice period and if not, you may be able to cancel the policy (except in some circumstances, for example, if you have made a claim) and receive a full refund of any premium paid (less certain deductions permitted by law). You may still have rights to cancel the policy after any cooling off period ends.

For more information, please contact our office, refer to your policy documents or visit our website www.mga.com for the Financial Services Guide and Privacy Policy.

MGA Insurance Brokers Pty Ltd
176 Fullarton Road
DULWICH
S.A. 5065
ABN 29 008 096 277
Australian Financial Services Licence No. 244601

TAX INVOICE
Issued 22.02.2023

Client : Strata Plan 2959
C/- Montana Corporation Pty Ltd
6 Eaton Street
MALVERN SA 5061

ABN :

Class : Strata/Community Corporation - Domestic

Insurer : Strata Community Insurance Agencies Pty Ltd

Policy Number : SRSC19000534

Period : 04.03.2023 to 04.03.2024 at 4pm

Invoice Number : I4241563

MGA Reference : MGA ADL S6969 1267098/004

Premium	1,639.73
Underwriting Agency Fee	120.00
GST	175.97
Stamp Duty*	198.42
Broker Service Fee	82.62
Fee GST	8.26

Total Payable (incl GST) A\$	2,225.00
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GST Total	184.23
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* Not a taxable supply
This is only a Tax Invoice once payment is received.

MGA Insurance Brokers Pty Ltd

ABN 29 008 096 277
176 Fullarton Road
DULWICH
S.A. 5065

Phone: 08 8291 2300
Locked Bag 4001
KENT TOWN DC SA 5067

COVERAGE SUMMARY

Strata Plan 2959
Strata/Community Corporation -

STRATA/COMMUNITY CORPORATION - DOMESTIC

INSURED:

Strata Plan 2959

SITUATION:

1-3 / 14 Miller Street, UNLEY SA 5061

Section 1	Building	\$	830,700
	Common Area Contents	\$	8,307
	Terrorism Cover under Section 1 Part A2		Applies
	Loss of Rent/Temp Accommodation	\$	124,605
Optional Covers	1. Flood		Included
	2. Floating Floors		Included
Section 2	Legal Liability	\$	30,000,000
Section 3	Voluntary Workers	\$	200,000/2,000
Section 5	Fidelity Guarantee	\$	100,000
Section 6	Office Bearers' Liability	\$	250,000
Section 9	Government Audit Costs	\$	25,000
	Appeal Expenses	\$	100,000
	Legal Defence Expenses	\$	50,000
Section 10	Lot Owners Fixtures & Fittings	\$	300,000

You must pay or contribute the amount of any Excess and/or Contribution as specified below or in accordance with the relevant Section of the Policy wording for each claim. Should more than one Excess be payable for any claim arising from the one Event, such excesses will not be aggregated and the highest single level of Excess only will apply.

Excess	Section 1	\$ 500 Insured Property
	Section 9	\$1,000 Legal Defence Expenses and 10% Contribution

Please refer to the Product Disclosure Statement for Policy Limitations

MAJOR EXCLUSIONS :Terrorism
Others As Per Policy

INSURER

POLICY NUMBER

PROPORTION

MGA Insurance Brokers Pty Ltd

ABN 29 008 096 277
176 Fullarton Road
DULWICH
S.A. 5065

Phone: 08 8291 2300
Locked Bag 4001
KENT TOWN DC SA 5067

COVERAGE SUMMARY

Strata Plan 2959
Strata/Community Corporation

Strata Community Insurance Agencies Pty SRSC19000534 100.0000%
A.B.N. 72 165 914 009
12 Tucker Street
ADELAIDE SA 5000
Ph: 1300 724 678
* SUPPORTING INSURERS
- Allianz Australia Insurance Limited 100.0000%
2 Market Street
Sydney NSW 2000
ABN 15 000 122 850

MGA Insurance Brokers Pty Ltd

ABN 29 008 096 277
AFS Licence No. 244601

GENERAL ADVICE

This is an important document. You should read it carefully and ensure that you understand it.

Client	:Strata Plan 2959	
Insurer	:Strata Community Insurance Agencies Pty Ltd	
Class of Risk	:Strata/Community Corporation - Domestic	
Policy Number	:SRSC19000534	
Period of Cover	:04.03.2023 to 04.03.2024	Our Ref :MGA ADL S6969 1267098/004/01

In accordance with FSR legislation we are required to advise you that in this instance we are giving you "general advice".

General Advice means:

1. We have not taken into account your objectives, financial situation or needs.
2. You should consider whether this advice is suitable for your objectives, financial situation or needs before acting on it.
3. You should also obtain a product disclosure statement before making a decision about any financial product to which the advice relates.

We confirm we have reviewed the Insurer's Target Market Determination (TMD) for this product and have assessed that you fall within the target market for this financial product. On the basis of our assessment, we consider that the product has therefore been issued to you consistently with the TMD provided by the Insurer. Please ask us if you would like a copy of the TMD.

Some personnel receive an annual salary that may include bonuses based on performance criteria and achievement of company goals. They may also receive certain soft dollar benefits of the type described in this document.

The Representative providing the advice for this insurance receives a payment for this advice of 47.5% of the broker's remuneration.

The total amount invoiced includes the remuneration for advice of \$ 195.02

Our remuneration covers:

- A. The fee to our representative for advice and services rendered to you; and
- B. Our back office and administration costs and profit.

In certain circumstances our representatives may receive from us additional payments to cover costs of back office and administration functions being performed on our behalf.

From time to time we and our representatives may also receive what are commonly referred to as "soft dollar benefits" from product issuers and other financial service providers we deal with. Soft dollar benefits that we or our representatives receive that are reasonably estimated to exceed \$300 per item or event are potentially material. They may include such benefits as conference attendances, free meals or accommodation and must be disclosed to our Compliance Department in writing, who will determine if appropriate procedures are in place to manage or avoid any potential conflicts of interest which might arise.

PRIVACY COLLECTION NOTICE

MGA Insurance Brokers Pty Ltd (ACN 008 096 277) collects your personal information (which in some instances may be sensitive information) so we can identify you, determine which products and services we can provide to you, administer services to you, and provide you with information in relation to our services. We may collect your personal information by telephone, email or in writing. We will not collect sensitive information without your consent.

The MGA Privacy Policy available at www.mga.com/privacy outlines how we collect, hold, use and disclose your personal information in accordance with the Privacy Act 1989 (Cth) and the Australian Privacy Principles. By providing us with your personal information, you consent to the terms of the MGA Privacy Policy.

In particular, the MGA Privacy Policy addresses the following matters:

- who we collect personal information from;
- circumstances where we may be required by Australian law or court or tribunal order to deal with your personal information in a particular way;
- the purposes for which we collect your personal information;
- the consequences if you do not provide required personal information to us;
- other parties to whom we may disclose information;
- how we handle possible cross border disclosures of information;
- how you can access and/or correct your personal information; and
- our procedures for handling complaints about how we deal with your personal information.

If you have any queries in relation to the MGA Privacy Policy and our handling of your personal information, you can contact our Privacy Officer using the following details:

Mail:	Att: Privacy Officer MGA Insurance Brokers PO Box 309 KENT TOWN SA 5071
Telephone:	+61 8 8291 2300
Facsimile:	+61 8 8333 0318
Email:	pat.warren@mga.com



RESIDENTIAL TENANCY AGREEMENT

Schedule

APPROVED BY THE REAL ESTATE INSTITUTE OF SOUTH AUSTRALIA INCORPORATED
FOR THE EXCLUSIVE USE OF REISA MEMBERS

ITEM 1 – Agent	Company Name: <u>MONTANA CORPORATION PTY LTD.</u>		
	Company Representative: <u>ALICIA MARSHALL</u>		
	ABN:	REISA Member No: <u>BSR243008</u>	
	Address: <u>6 ETON STREET, MALVERN, 5061</u>		
	Telephone:	Work:	Facsimile:
		Mobile: <u>0419 033946</u>	Other:
Email:			
ITEM 2 – Landlord	Name(s): <u>VICTORIA MARSHALL</u>		
	ABN (if applicable):		
	Address: <u>CT MONTANA CORPORATION P/LTD.</u>		
ITEM 3 – Tenant	Name(s): <u>FRANCO DOMING PRINCI</u>		
ITEM 4 – Premises	Address: <u>2/14 MILLER STREET, UNLEY 5061</u>		
ITEM 5 – Term	☒ Fixed:	Commencement Date: <u>13/06/2015</u>	End Date: <u>31/01/2017</u>
	☐ Periodic:	Commencement Date: <u> </u> / <u> </u> / <u> </u>	and continues until terminated in accordance with this Agreement
ITEM 6 – Rent	Amount:	Words <u>THREE HUNDRED & TWENTY FIVE</u> per week \$ <u>325-00</u>	
	Frequency:	Payable in advance: ☐ Weekly ☒ Fortnightly ☐ Calendar monthly	
	Payments:	First payment of \$ <u>650-00</u> on <u>02/06/2015</u> with the next payment of \$ <u>650-00</u> on <u>27/06/2015</u> and thereafter \$ <u>650-00</u> on the <u>SATURDAY</u> of each <u>FORTNIGHT</u>	
	Payment Method:	☐ Cash ☐ Bank Deposit Book ☒ Direct Debit ☐ Rent Card ☐ Bank Cheque ☒ Internet Transfer ☐ As agreed	
ITEM 7 – Security Bond	Words <u>ONE THOUSAND NINE HUNDRED & FIFTY DOLLARS ONLY</u> \$ <u>1950-00</u>		
ITEM 8 – Outgoings (Clause 3.1.3)	☒ All water usage costs adjusted for the period of tenancy ☐ All water usage costs in excess of <u> </u> KL per annum, with such allowance to be adjusted for the period of tenancy ☒ All water supply charges adjusted for the period of tenancy ☐ No charge for water ☐ Other (specify) <u> </u>		
	If the Property is not individually metered for a service, the Tenant must pay an apportionment of the cost of the service as set out below:		
	Service	Apportionment	
	<u>WATER USAGE</u>	<u>1/3 (33.33%)</u>	

ITEM 9 – Insurance (Clause 3.1.13)	The Tenant must effect and maintain the following insurance policy during the Term: ☒ Contents Insurance (for property other than that of the Landlord)			
ITEM 10 – Other Conditions	Other persons permitted to reside in the Premises:	Name(s)	NONE	
	Pets Approved: (Clause 3.2.11)	☒ No ☐ Yes	Details: NO PETS	
	Repair Instructions:	☒ Always contact Agent	ALICIA MARSHALL	
		☐ Nominated repairers	0419033946	
		Repairer:	Name: GUY MARSHALL Telephone: 0418 820 145	
		Repairer:	Name: _____ Telephone: _____	
Additional Conditions: ☐ N/A ☒ As detailed below			☐ See annexure (page 3)	
SCHEDULE OF SPECIAL COVENANTS				

RENT PAYABLE TO

BANK SA

BSB 105-900

* A/c No. 196 647 340

A/c NAME: GR & A.K. MARSHALL



RESIDENTIAL TENANCY AGREEMENT Terms and Conditions

APPROVED BY THE REAL ESTATE INSTITUTE OF SOUTH AUSTRALIA INCORPORATED
FOR THE EXCLUSIVE USE OF REISA MEMBERS

1 Agreement	The Landlord agrees to rent the Property to the Tenant in accordance with the terms and conditions of this Agreement.
2 Definitions and Interpretation	In this Agreement, unless a contrary intention appears: 2.1 "Act" means the <i>Residential Tenancies Act 1995</i>; 2.2 "Agent" means the person or organisation specified in Item 1 of the Schedule; 2.3 "Ancillary Property" means the property identified or specified in the Inspection Sheet; 2.4 "Landlord" means the person or organisation specified in Item 2 of the Schedule; 2.5 "Premises" means the premises the subject of this Agreement specified in Item 4 of the Schedule; 2.6 "Property" means the Premises and the Ancillary Property (if any); 2.7 "Rent" means the amount specified in Item 6 of the Schedule and/or as varied in accordance with this Agreement; 2.8 "Security Bond" means the amount specified in Item 7 of the Schedule; 2.9 "Tenant" means the person or organisation specified in Item 3 of the Schedule; 2.10 "Term" means the period this Agreement remains in force specified in Item 5 of the Schedule. The singular includes the plural and vice versa and references to natural persons include corporations and vice versa. Where more than one person is a party to this Agreement, the terms and conditions to be performed by them bind each party jointly and severally.
3 Tenant's Rights and Obligations	3.1 Subject to the provisions of the Act the Tenant must: 3.1.1 pay the Rent to the Agent in full in the manner and at the times specified in Item 6 of the Schedule, unless the Agent has given the Tenant a notice in writing setting out an alternative method; 3.1.2 pay the Security Bond to the Agent; 3.1.3 pay all outgoings of the Property to the Agent including gas, electricity, telephone and oil, together with rates and charges for water specified in Item 8 of the Schedule, within fourteen (14) days of receipt of a notice for payment; 3.1.4 keep the Property clean and secure, immediately notify the Landlord or the Agent of any damage to the Property and immediately report to the Landlord or the Agent any breakdown or fault in the equipment, electrical, smoke detectors or plumbing services in or on the Property; 3.1.5 pay the cost of repair to "the Plumbing" (as defined in clause 3.2.3) when damage to it is as a result of a breach by the Tenant of this Agreement; 3.1.6 keep the Property clear of rubbish, place household rubbish in a bin of the type approved by the local council, put the bin out for collection on the day of collection and retrieve it as soon as possible after it has been emptied; 3.1.7 regularly mow the lawn, weed and water the garden to at least maintain any garden that is part of the Property to the same standard as applied at the commencement of the Term; 3.1.8 keep all drains clear and not intentionally nor negligently do anything that will interfere with the proper operation of any Plumbing or drainage system on the Property; 3.1.9 use the Premises solely as a place of residence; 3.1.10 pay the cost of any repairs necessary because of damage to the Property as the result of an act or omission of the Tenant or any Invitee of the Tenant; 3.1.11 return to the Agent's office the completed Inspection Sheet required by the Regulations under the Act within fourteen (14) days of the commencement of the Term, together with details of any disputed item on that Inspection Sheet; 3.1.12 where the Property includes a swimming pool or spa: 3.1.12.1 supply and bear the cost of all necessary labour, chemicals and treatments to maintain the present condition of the swimming pool or spa; 3.1.12.2 observe any instructions from the Landlord about the use or maintenance of the swimming pool or spa, including the correct chemical levels; 3.1.12.3 not drain the swimming pool or spa without prior written consent of the Landlord; 3.1.12.4 advise the Landlord or the Agent immediately upon becoming aware of any equipment, including fences or gates, being damaged or malfunctioning or of the condition of the pool or spa deteriorating such that remedial treatment is required. 3.1.13 effect and maintain any policy of insurance specified in Item 9 of the Schedule during the Term and, on demand, produce to the Landlord or the Agent a certificate of currency for that insurance; 3.1.14 indemnify and keep indemnified the Landlord and the Agent in respect of loss incurred or suffered as a result of any breach of this Agreement by the Tenant or any negligent act arising from the Tenant's use of the Property: 3.1.14.1 this indemnity includes without limitation, loss due to bodily injury, sickness, or death or loss, destruction or damage to property; 3.1.14.2 this indemnity survives the expiration or termination of this Agreement. 3.2 The Tenant must not without the prior written consent of the Landlord: 3.2.1 use, cause or permit the Property to be used for an illegal or unauthorised purpose; 3.2.2 intentionally or negligently cause or allow others to intentionally or negligently damage the Property (including by driving nails, plugs or screws or fixing any adhesive material to any part of the Property); 3.2.3 use any sink, basin, bath, lavatory, drain or similar facility ("the Plumbing") in or connected to the Property for other than their intended purpose; 3.2.4 damage the Plumbing or the drainage or sewerage systems of the Property; 3.2.5 affix any fixture or make any renovation, alteration or addition to the Property; 3.2.6 remove or alter any fixture or device on the Property; 3.2.7 cause or permit a nuisance or any interference with the reasonable peace, comfort or privacy of any person who resides in the immediate vicinity of the Property; 3.2.8 assign this tenancy or sublet the Property; 3.2.9 affix any television antenna, cable TV or satellite dish to the Property; 3.2.10 install any air-conditioning unit on or in the Premises; 3.2.11 keep any animals (including reptiles, mammals, birds, poultry or fish) on the Property; 3.2.12 permit any bicycle or motor cycle to be brought into the living areas of the Premises or left anywhere in or near the Premises other than in an agreed parking place; 3.2.13 place any advertisement, notice or sign on or in the Property;

	3.2.14 interfere with any machinery, plant or equipment belonging to the Landlord on the Property other than to operate it in accordance with the Landlord's or the manufacturer's instructions; 3.2.15 allow any person other than the intended occupants notified to the Landlord prior to the commencement of this Agreement to remain on the Property for more than fourteen (14) days; 3.2.16 alter, remove or add any locks or other security devices to the Property. In the event consent is granted, the Tenant must supply any key, device or updated security code to the Agent as soon as practicable; 3.2.17 cause or permit smoking within the Premises. 3.3 Where the Premises are a unit or lot under the <i>Strata Titles Act 1988</i> or the <i>Community Titles Act 1996</i> or are comprised in another form of multiple dwelling, the Tenant must not breach or permit a breach of the applicable Act or the Articles/By-Laws of the Corporation made under that Act, or (in regard to other premises) of any Articles or Rules that apply and in particular must not: 3.3.1 park any motor vehicle or motor cycle in any place other than an allotted parking space; 3.3.2 deposit any rubbish around the Property or any neighbouring properties other than in a bin provided for the purpose; 3.3.3 place any pot or plant container or personal items on any window sill, balustrade, balcony or passageway or in any common areas; 3.3.4 hang washing anywhere other than in areas provided for that purpose; 3.3.5 use any communal laundry outside the times set by the Corporation.
4 Landlord's Right of Entry	Subject to the Act, the Tenant must allow the Landlord and/or the Agent to enter the Property in the following circumstances: 4.1 immediately in the case of emergency; 4.2 to inspect the Property or for any other purpose at any reasonable hour after giving the Tenant not less than seven (7) days nor more than fourteen (14) days prior written notice; 4.3 at a previously arranged time, but not more than once every week for the purpose of collecting the Rent; 4.4 to carry out repairs or maintenance at any reasonable time after giving the Tenant not less than forty eight (48) hours notice; 4.5 for the purpose of showing the Property to prospective tenants at any reasonable hour and on a reasonable number of occasions during a period of twenty eight (28) days prior to the end of the Term, after giving the Tenant reasonable notice; 4.6 for the purpose of showing the Property to prospective purchasers at any reasonable hour and on a reasonable number of occasions, after giving the Tenant four (4) days notice for scheduled "opens" and twenty four (24) hours notice for "inspections by appointment"; 4.7 with the consent of the Tenant given at or immediately before the time of entry.
5 Landlord's Rights and Obligations	5.1 Subject to the Act, the Landlord must: 5.1.1 provide the Property in a reasonable state of cleanliness; 5.1.2 provide and maintain the Property in a reasonable state of repair having regard to its age, character and prospective life, however the Landlord will not be regarded as being in breach of the obligation to repair unless the Landlord has been given written notice by the Tenant of the defect requiring repair and the Landlord fails to act with reasonable diligence to have the defect repaired; 5.1.3 provide and maintain such locks and other devices as are necessary to ensure that the Property is reasonably secure; 5.1.4 pay all rates, taxes and charges imposed in respect of the Property other than rates and charges for water that are agreed to be paid by the Tenant and specified in Item 8 of the Schedule; 5.1.5 allow the Tenant to have quiet enjoyment of the Property during the Term. 5.2 The Landlord must not: 5.2.1 cause or permit any interference with the reasonable peace, comfort or privacy of the Tenant in the use by the Tenant of the Property; 5.2.2 except where the Tenant is in default of this Agreement, alter, remove or add any lock or device of the type referred to in clause 5.1.3 without the Tenant's written or verbal consent. 5.3 Subject to the Act, the Landlord may increase the Rent and Security Bond at any time during the Term, even if this Agreement is for a fixed term.
6 Termination and Holding Over	The Landlord and Tenant agree: 6.1 this Agreement may only be terminated in accordance with the Act; 6.2 subject to clause 6.3, the Landlord may terminate this Agreement on seven (7) days notice to the Tenant if the Tenant breaches it in any respect whatsoever; 6.3 where the Landlord proposes to give a notice terminating this Agreement for non-payment of rent, the Rent must have been in arrears for at least fourteen (14) days before a notice of termination can be given; 6.4 if, with the approval of the Landlord, the Tenant remains in occupation of the Property after the expiration of the Term, this Agreement continues until determined by either party in accordance with the Act; 6.5 if the Tenant breaches this Agreement during its Term, and the Landlord re-lets the Property, then the Tenant will pay to the Agent the Landlord's reasonable re-letting costs including advertising, letting fee and any out of pocket expenses, together with the Rent to the date on which the Tenant is released (if applicable) from this Agreement; 6.6 the Landlord may charge the Tenant for processing an application for consent to sublet the Property.
7 Privacy Act 1988	7.1 The parties agree and acknowledge that the Agent uses personal information collected from the Landlord and Tenant to act as the Landlord's agent and to perform their obligations under this Agreement. The Agent may also use such information collected to promote the services of the Agent and/or seek potential clients. 7.2 The Agent may disclose information to other parties including media organisations, on the internet, to potential tenants, or to clients of the Agent both existing and potential, as well as to tradespeople, owners corporations, government and statutory bodies, other agents, and to third party operators of tenancy reference databases. By entering into this Agreement the Tenant acknowledges that if they fail to comply with their obligations under this Agreement that fact and any other relevant information collected about the Tenant during the course of the tenancy may also be disclosed to other agents and third party operators of tenancy reference databases. 7.3 The Agent will only disclose information in this way to other parties as required to perform their duties under this Agreement, to achieve the purposes specified above or as otherwise allowed under the <i>Privacy Act 1988</i>. 7.4 If the Tenant would like to access this information, they can do so by contacting the Agent at the address and contact numbers contained in this Agreement. The Tenant can also correct this information if it is inaccurate, incomplete or out-of-date.
8 Other Conditions	This Agreement includes such other terms and conditions as specified in Item 10 of the Schedule.
9 General	9.1 This Agreement is governed by and construed in accordance with the laws from time to time in force in South Australia and the parties submit to the non-exclusive jurisdiction of the Courts of this State. 9.2 If any provision of this Agreement shall be found by a court of competent jurisdiction to be invalid or unenforceable in law, then in such case the parties hereby request and direct such court to sever such provision from this Agreement.

[Handwritten signatures]

EXECUTED AS AN AGREEMENT

Dated this 9th day of June 20 15

The Tenant(s) acknowledge receipt of:

- ☒ Information Brochure (*Residential Tenancies Act 1995*)
- ☒ Inspection Sheet (2 copies)
- ☐ Strata Articles
- ☐ Community Title By-laws
- ☐ Keys (Number)
- ☒ Remote control devices (Number 1)

- ☐ Instruction Manuals (Number)
- ☐ Additional Conditions Annexure
- ☐ Statutory Notice for Short Term Tenancy
- ☒ A copy of this Agreement
- ☐ Other
- ☐ Other

Signed by the Tenant(s):

Name: FRANCO DOMINIC PRINCI

Signed by the Tenant(s):

Name:

Signed by the Tenant(s):

Name:

Signed by the Tenant(s):

Name:

Signed by or on behalf of the Landlord

Debra Marshall

☒ Agent as authorised

☐ Landlord

NOTE:

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

NOTE: ALL PARTIES SHOULD INITIAL ALL PAGES

SCHEDULE OF SPECIAL COVENANTS

1. The Landlord reserves the right to review the rental after a period of six months from the commencement of the Agreement.
2. The Tenant agrees to operate all equipment in strict accordance with the Manufactures instructions.
3. The Tenant hereby agrees to pay all charges relating to any telephone service and further agrees to leave an intact service on vacating.
4. The Tenant hereby agrees that if for any reason whatsoever he/she has to break this Agreement during the said term of the Agreement the Landlord's Agent shall have authority to relet, assign or sublease on the Tenant's behalf. RENTAL MUST BE PAID IN ADVANCE AS PER THE RESIDENTIAL TENANCY AGREEMENT UNTIL THE PROPERTY IS RELET. The Tenant will pay the landlord's reasonable costs. The cost pertaining to breach of Fixed term tenancy are proportionate depending on the term left in the Agreement and Include Letting Fee, Advertising and any out-of pocket expenses to the date in which he/she is released from this Agreement.
5. The Tenant agrees to maintain his/her portion of garden at his/her cost to the satisfaction of the Landlord (or his Agent) throughout the duration of the Agreement, including mowing lawns, watering, weeding, pruning and fertilising, raking of gravel (if applicable) and removal of rubbish. Should any plants die through neglect of the Tenant, the tenant undertakes to replace same at his/her cost.
6. The Tenant agrees not to grow/cultivate any illegal plants or substance whilst a tenant at this property.
7. The Tenant acknowledges that only one garage/car park space is allocated to this unit under this Tenancy Agreement. The Tenant agrees to only park in this space provided and otherwise to avail himself of the public car parking on the street.
8. No more than 1...person/s shall permanently reside on the premises.
9. The Tenant acknowledges that he/she has received a copy of "Emergency Maintenance Guide" and has read and understood contents therein. The Tenant also acknowledges that he/she is prepared to abide by the instructions contained therein. Should the tenant not abide by instructions contained therein he/she will bear the costs relating to any maintenance, both for labour and materials, and will be responsible for the standard of the tradesmen.



10. The Tenant has a responsibility under the residential Tenancies Tribunal Act, 1978, to return to the Landlord/Agent the completed and signed inspection Sheet. This Landlord/Agent request that the Tenant return same within 14 days of this Tenancy commencing. The Landlord/Agent advises the Tenant that should there be an area of dispute with regard to the coding of the Inspection Sheet it is in the Tenants interest to notify the Landlord/Agent within the 14 day period to obtain clarification of the matter to the satisfaction of both parties.
11. The Tenant acknowledges that household garbage must be placed in an approved watertight and vermin proof bin with handles and well fitting lid. Plastic bags and cardboard cartons are not approved receptacles. The bin is to be placed out for collection on the day of collection only and removed from the same night (after collection). It is the Tenants responsibility to ensure that the receptacle is kept in a clean and hygienic condition at all times.
12. The Tenant acknowledges that no pets are to be kept in or upon the premises throughout the tem of the Tenancy.
13. The Tenant agrees to have all carpets steam cleaned upon the expiry or termination of the Agreement by a professional carpet cleaner to be nominated by the Landlord/Agent. The Tenant agrees to produce a receipt at the Bond inspection to confirm the work has been carried out.
14. The Tenant acknowledges that direct debit or internet transfer payments are to be made to the Landlord/Agent nominated bank account.
15. At the expiration of this Tenancy the Tenant acknowledges that a final inspection will be conducted by the Agent only after all of the Tenant's chattels are removed, the property cleaned, final gardening concluded, rubbish removed and keys returned to the office. The Tenant will be responsible for payment of rent until all the above requirements are satisfied.
16. The Tenant/s acknowledge that the Bond will not be refunded until all responsibilities are discharged.
17. The Landlord shall bear all rates, taxes and charges imposed in respect of the premises under the Local Government Act, Land Tax Act, Water and Sewerage Act and Irrigation Act except for WATER USAGE & SUPPLY CHARGE WHICH IS PAYABLE BY THE TENANT.
18. The Tenant hereby agrees to supply and replace at his/her expense any blown light globes, tap washers and batteries during the term of the said Tenancy.

Two handwritten signatures in black ink, one on the left and one on the right, both appearing to be stylized and possibly representing the same person or different parties.

19. The Tenant agrees to test all smoke detectors is supplied on a regular basis and to ensure that they are in good working order and to replace batteries when required so that the smoke alarm is always working to its full capacity.
20. Where there is a safety switch or circuit breakers installed in the meter box the tenant is required to disconnect all appliances and reset the switch, in this event of the power going out. Tenants must then turn on the appliances one by one until the faulty appliance causing the problem is identified. The Landlord will not be responsible for electrician accounts unless these steps are followed.
21. The Tenant acknowledges that he/she must obtain from the Landlord/Agent written consent if he/she intends to have a water bed of any description on the said premises.
22. The Tenant acknowledges that he/she must maintain their own "Contents Insurance Policy".
23. Tenant hereby agrees to have all mail redirected at the end of his/her tenancy, and any mail that is received for the previous occupier is to be redirected to the Landlord/Agent within seven(7) days.
24. The Tenant agrees to accept full responsibility for any damage caused by his/her pot plants to any part of the property including floor coverings.
25. The Tenant agrees to accept to advise the relevant authorities (for example electricity & gas) of his/her departure date and make suitable arrangements to finalise these accounts.
26. The Tenant hereby agrees to provide at his/her own expense an oil drip tray and not allow any vehicles to drip oil onto the driveway or parking area.
27. The Tenant hereby agrees not to use any kerosene type heaters at the said premises nor store any dangerous chemicals or substances.

TENANT DATE 9/6/2015

TENANT DATE 9/6/2015

Agent: LANDLORD DATE 9/6/2015

Agent: [Signature]

ALICIA MARSHALL

6 Eton Street, Malvern, S.A. 5061
Telephone: 0419 033 946

1 December 2022 (via email – hard copy in mail)

Mr Franco Princi
2/14 Miller Street
UNLEY SA 5061

Dear Franco

Re: 2/14 MILLER STREET, UNLEY - TENANCY EXTENSION

As you are aware your lease over the above property is due to expire on 31st January 2023.

We are happy to offer you a twelve (12) month extension at the current rental of \$660.00 per Fortnight up until the end of the lease period expiring on the 31st January 2024.

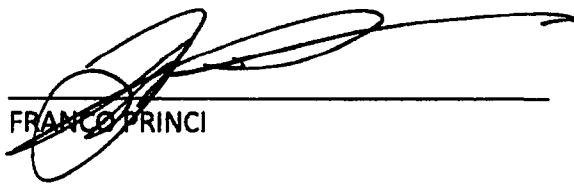
To accept the offer kindly sign both copies of this letter, have the document witnessed and dated. Return one copy to us within fourteen (14) days, retaining the other copy for your records. Enclosed stamped addressed envelope for your convenience.

Yours faithfully



Alicia Marshall
For and on behalf of
Victoria Marshall

Signed by the tenant on 7th day of December 2022


FRANCO PRINCI

WITNESS (Signature & full name and address)



MARK BLENCOWE
4A WOODBRIDGE AVE
MILLSWOOD SA 5034

RESERVED PARKING CONTRACT (SHORT TERM)

SPACE NUMBER "A & B"

AT: 14 Miller Street, Unley, SA 5061 (At rear off Park Lane)

DATE COMMENCING: 13 December 2018

FEE: \$ 216.66 pcm

EXPIRY DATE: 12 December 2019 with a right of renewal for one (1) year

APPLICANT: Manills Nominees Pty Ltd As trustee for the Barodo Unit Trust

ADDRESS: Level 1, Suite 5, 102 Greenhill Road, Unley, SA 5061

WORK PHONE NO: 1300 622 200 CONTACT MOBILE NO: 0408 802 418

CONTACT PERSON: Feryal Daou

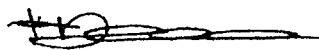
PAYMENT TO;

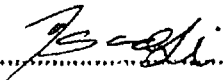
Alicia Marshall BANKSA EFT BSB 105-148 A/C NO: 5152740

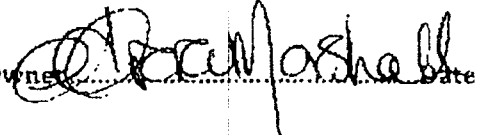
Definitions: the Applicant means you
the Owner means G R Marshall (Contact 0419 038 946)
the fee means the amount that you must pay to the Owner each calendar month
Car park means the Car Park shown above

The Applicant applies to use reserved parking space "A & B" at the car park named above for the fee set out in this contract. If the Owner accepts this application, the Applicant agrees to be bound by the following terms and conditions.

1. The Fee must be paid to the Owner each calendar month in advance for each month or part month that this contract continues
2. The Applicant must only use the parking space allocated.
3. The car park can be used 24 hours per day.
4. The Owner is not liable for any loss or damage, however it occurs, to your vehicle or its accessories and equipment or for anything that you may have in or on your vehicle while it is parked in the car park.
5. The Applicant agrees that it is the responsibility of the driver to make sure that the parked vehicle's lights are switched off, the ignition keys are removed and the vehicle securely locked.

Signed by the Applicant/s.....  Date 12/12/18

In the presence of (witness).....  Date 12/12/18

Signed for & on behalf of Owner.....  Date 12/12/2018

From: Alicia Marshall <alicia.marshall@gmx.com>
Sent: Tuesday, 13 December 2022 8:36 AM
To: Feryal Daou <feryal@mcfq.com.au>
Subject: LEASE EXPIRY - Park Lane Carparks

Good Morning Feryal

I refer to our car parking agreement which expired yesterday 12 December 2022.

Can you please advise by return email if you wish to take up a further twelve (12) months at the same rental of \$216.66 per calendar month.

Your new expiry date will be 12/12/2023 should you accept.

Kind Regards

Alicia Marshall
Ph 0419 033 946
alicia.marshall@gmx.com

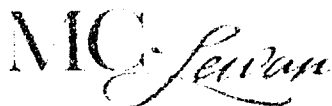
From: Feryal Daou <feryal@mcfq.com.au>
Subject: RE: LEASE EXPIRY - Park Lane Carparks
Date: 15 December 2022 at 9:46 am
To: Alicia Marshall <alicia.marshall@gmx.com>

Good Morning Alicia,

Apologies for the delay in responding however I am currently on sick leave. I confirm that we wish to continue the car parking agreement for the same rental cost.

Thank you.

Kind Regards,

 MCFQ

Feryal Daou
Practice Administrator

☎ 1300 622 200
🌐 www.mcfq.com.au
✉ feryal@mcfq.com.au
📍 Suite 5, Level 1, 102 Greenhill Road, Unley SA 5061

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