

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:

TRAFFORD LLEWELYN CSORBA

Address:

6 ESMOND STREET, HYDE PARK SA 5061

4 Vendor's registered agent:

MJ ENTERPRISES PTY LTD T/A MAGAIN REAL ESTATE

☒

Address:

74 BRIGHTON ROAD GLENELG EAST SA 5045

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

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

CERTIFICATE OF TITLE - VOLUME: 5049 FOLIO: 811

1/383 CROSS ROAD, EDWARDSTOWN SA 5039

UNIT 1 STRATA PLAN 2182 IN THE AREA NAMED EDWARDSTOWN HUNDRED OF ADELAIDE

Part B - Purchaser's cooling-off rights and proceeding with the purchase

To the purchaser:

Right to cool-off (section 5)

1 - Right to cool-off and restrictions on that right

You may notify the vendor of your intention not to be bound by the contract for the sale of the land UNLESS -

- (a) you purchased by auction; or
- (b) you purchased on the same day as you, or some person on your behalf, bid at the auction of the land; or
- (c) you have, before signing the contract, received independent advice from a legal practitioner and the legal practitioner has signed a certificate in the prescribed form as to the giving of that advice; or
- (d) you are a body corporate and the land is not residential land; or
- (e) the contract is made by the exercise of an option to purchase not less than 5 clear business days after the grant of the option and not less than 2 clear business days after service of this form; or
- (f) the sale is by tender and the contract is made not less than 5 clear business days after the day fixed for the closing of tenders and not less than 2 clear business days after service of this form; or
- (g) the contract also provides for the sale of a business that is not a small business.

2 - Time for service

The cooling-off notice must be served -

- (a) if this form is served on you before the making of the contract - before the end of the second clear business day after the day on which the contract was made; or
- (b) if this form is served on you after the making of the contract - before the end of the second clear business day from the day on which this form is served.

However, if this form is not served on you at least 2 clear business days before the time at which settlement takes place, the cooling-off notice may be served at any time before settlement.

3 - Form of cooling-off notice

The cooling-off notice must be in writing and must be signed by you.

4 - Methods of service

The cooling-off notice must be -

- (a) given to the vendor personally; or
- (b) posted by registered post to the vendor at the following address:

74 BRIGHTON ROAD GLENELG EAST SA 5045

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

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

steve@magain.com.au

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

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

74 BRIGHTON ROAD GLENELG EAST SA 5045

(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;
- (b) if you intend to serve the notice by fax or email, you obtain a record of the transmission of the fax or email.

5 - Effect of service

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

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

Proceeding with the purchase

If you wish to proceed with the purchase -

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

Part C - Statement with respect to required particulars

(section 7(1))

To the purchaser:

~~I/We~~ TRAFFORD LLEWELYN CSORBA

of 6 ESMOND STREET, HYDE PARK 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

Date:

Signed

Date:

Signed

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

(section 9)



To the purchaser:

I, STEVE KRAUSE

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:

Date:

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, but not in the case of-

(a) the heading "1. General" and items 1.1, 1.2, 1.3 and 1.4; and

(b) the heading "5. Development Act 1993 (repealed)" and item 5.1; and

(c) the heading "6. Repealed Act conditions" and item 6.1; and

(d) the heading "29. Planning, Development and Infrastructure Act 2016" and items 29.1 and 29.2, which must be retained as part of this statement whether applicable or not.]

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

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

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

1. General

1.1 Mortgage of land

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

Is this item applicable?

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):

CERTIFICATE OF TITLE - VOLUME: 5049 FOLIO: 811

Number of mortgage (if registered):

11611323

Name of mortgagee:

WESTPAC BANKING CORPORATION



YES

YES

1.2 Easement

(whether over the land or annexed to the land)

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

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

Is this item applicable?

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):

PROPERTY INTEREST REPORT (PAGE 13)

Description of land subject to easement:

PORTION OF THE LAND IN CERTIFICATE OF TITLE (VOLUME: 5049 FOLIO: 811)

Nature of easement:

STATUTORY EASEMENT TO SA POWER NETWORKS MAY EXIST

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

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

Is this item applicable?

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):

Nature of 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?



NO

YES



NO

YES

NO

YES

NO

YES

NO

YES

NO

YES

NO

YES

NO

YES

NO

YES

NO

YES

NO

YES

NO

YES

NO

YES

NO

YES

14 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.)

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

Is this item applicable?

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):

RESIDENTIAL TENANCY AGREEMENT AND EXTENSION

Name of parties:

LANDLORD: TRAFFORD LLEWELYN CSORBA

TENANT(S): PANKAJ KUMAR AND REENA SHARMA

Period of lease, agreement for lease etc:

From 21/06/2024

to PERIODIC

Amount of rent or licence fee:

\$ 460.00 per WEEK (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:

(b) the outstanding amounts due (including any interest or penalty):



NO

YES

5. Development Act 1993 (repealed)

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

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

Is this item applicable?

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):

Condition(s) of authorisation:

DRAFT

6. Repealed Act conditions

6.1 Condition (that continues to apply) of an approval or authorisation granted under the Building Act 1971 (repealed), the City of Adelaide Development Control Act 1976 (repealed), the Planning Act 1982 (repealed) or the Planning and Development Act 1966 (repealed)

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

Is this item applicable?

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):

Nature of condition(s):

7. Emergency Services Funding Act 1998

7.1 section 16 - Notice to pay levy

Is this item applicable?

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):

CERTIFICATE OF EMERGENCY SERVICES LEVY

Date of notice:

4/09/2024

Amount of levy payable:

\$91.95

☒

YES

YES

19. Land Tax Act 1936

19.1 Notice, order or demand for payment of land tax

Is this item applicable?



Will this be discharged or satisfied prior to or at settlement?

YES

Are there attachments?

YES

If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):

CERTIFICATE OF LAND TAX

Date of notice, order or demand:

4/09/2024

Amount payable (as stated in the notice):

\$0.00

20. Local Government Act 1934 (repealed)

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

Is this item applicable?



Will this be discharged or satisfied prior to or at settlement?



Are there attachments?



If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):

Date of notice, order etc:

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

Land subject thereto:

Nature of requirements contained in notice, order etc:

Time for carrying out requirements:

Amount payable (if any):

21. Local Government Act 1999

000003187766

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

Is this item applicable?

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):



YES

YES

LOCAL GOVERNMENT RATES SEARCH

Date of notice, order etc:

4 SEPTEMBER 2024

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

CITY OF MARION

Land subject thereto:

CERTIFICATE OF TITLE: VOLUME: 5049 FOLIO: 811

Nature of requirements contained in notice, order etc:

GENERAL RATES 2024/2025 FINANCIAL YEAR

Time for carrying out requirements:

REFER TO THE LOCAL GOVERNMENT RATES SEARCH

Amount payable (if any):

\$1,223.83

22. Local Nuisance and Litter Control Act 2016

22.1 section 30 - Nuisance or litter abatement notice

~~*Is this item applicable?*~~

~~*Will this be discharged or satisfied prior to or at settlement?*~~

~~*Are there attachments?*~~

~~*If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):*~~

~~Date of notice:~~

~~Notice issued by:~~

~~Nature of requirements contained in notice:~~

~~Time for carrying out requirements:~~

☐

23.1 section 6 - Restriction on building work

~~Is this item applicable?~~

~~Will this be discharged or satisfied prior to or at settlement?~~

~~Are there attachments?~~

~~If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):~~

~~Does the restriction apply to all of the land?~~

~~If NO, give details about the part of the land to which the restriction applies:~~

DRAFT

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 attachment even if not applicable.]

Is this item applicable?



Will this be discharged or satisfied prior to or at settlement?

☐ NO

Are there attachments?

☐ YES

*If YES, identify the attachment(s)
(and, if applicable, the part(s) containing the particulars):*

PIR
Council Search
Data Extract for Section 7 Search Purposes

Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code):

Zones: GENERAL NEIGHBOURHOOD (GN)

Subzones: NO

Zoning Overlays: See attached Data Extract for Section 7 Search Purposes

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

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

Is this item applicable?

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

***If YES, identify the attachment(s)
(and, if applicable, the part(s) containing the particulars):***

Date of authorisation:

Name of relevant authority that granted authorisation:

Condition(s) of authorisation:

☐

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

Is this item applicable?

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

***If YES, identify the attachment(s)
(and, if applicable, the part(s) containing the particulars):***

Date of notice:

Name of person giving notice of proposed work:

Building work proposed (as stated in the notice):

Other building work as required pursuant to the Act:

☐

29.4 section 140 - Notice requesting access

Is this item applicable?

☐

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

***If YES, identify the attachment(s)
(and, if applicable, the part(s) containing the particulars):***

Date of notice:

Name of person requesting access:

Reason for which access is sought (as stated in the notice):

Activity of work to be carried out:

29.5 section 141 - Order to remove or perform work

Is this item applicable?

☐

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

***If YES, identify the attachment(s)
(and, if applicable, the part(s) containing the particulars):***

Date of order:

Terms of order:

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

Amount payable (if any):

29.6 section 142 - Notice to complete development

Is this item applicable?

☐

Will this be discharged or satisfied prior to or at settlement?

☐

Are there attachments?

☐

***If YES, identify the attachment(s)
(and, if applicable, the part(s) containing the particulars):***

Date of notice:

Requirements of notice:

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

Amount payable (if any):

29.7 section 155 - Emergency order

Is this item applicable?

☐

Will this be discharged or satisfied prior to or at settlement?

☐

Are there attachments?

☐

***If YES, identify the attachment(s)
(and, if applicable, the part(s) containing the particulars):***

Date of order:

Name of authorised officer who made order:

Name of authority that appointed the authorised officer:

Nature of order:

Amount payable (if any):

29.8 section 157 - Fire safety notice

Is this item applicable?☐***Will this be discharged or satisfied prior to or at settlement?***☐***Are there attachments?***☐***If YES, identify the attachment(s)
(and, if applicable, the part(s) containing the particulars):*****Date of notice:****Name of authority giving notice:****Requirements of notice:****Building work (if any) required to be carried out:****Amount payable (if any):**

29.9 section 192 or 193 - Land management agreement

Is this item applicable?☐***Will this be discharged or satisfied prior to or at settlement?***☐***Are there attachments?***☐***If YES, identify the attachment(s)
(and, if applicable, the part(s) containing the particulars):*****Date of agreement:****Names of parties:****Terms of agreement:**

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

Is this item applicable?

☐

Will this be discharged or satisfied prior to or at settlement?

☐

Are there attachments?

☐

***If YES, identify the attachment(s)
(and, if applicable, the part(s) containing the particulars):***

Date requirement given:

Name of body giving requirement:

Nature of requirement:

Contribution payable (if any):

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

Is this item applicable?

☐

Will this be discharged or satisfied prior to or at settlement?

☐

Are there attachments?

☐

***If YES, identify the attachment(s)
(and, if applicable, the part(s) containing the particulars):***

Date of agreement:

Names of parties:

Terms of agreement:

Contribution payable (if any):

29.12 Part 16 Division 1 - Proceedings

~~**Is this item applicable?**~~~~**Will this be discharged or satisfied prior to or at settlement?**~~~~**Are there attachments?**~~~~**If YES, identify the attachment(s)
(and, if applicable, the part(s) containing the particulars):**~~~~**Date of commencement of proceedings:**~~~~**Date of determination or order (if any):**~~~~**Terms of determination or order (if any):**~~☐

29.13 section 213 - Enforcement notice

~~**Is this item applicable?**~~~~**Will this be discharged or satisfied prior to or at settlement?**~~~~**Are there attachments?**~~~~**If YES, identify the attachment(s)
(and, if applicable, the part(s) containing the particulars):**~~~~**Date notice given:**~~~~**Name of designated authority giving notice:**~~~~**Nature of directions contained in notice:**~~~~**Building work (if any) required to be carried out:**~~~~**Amount payable (if any):**~~☐

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

Is this item applicable?

☐

Will this be discharged or satisfied prior to or at settlement?

☐

Are there attachments?

☐

***If YES, identify the attachment(s)
(and, if applicable, the part(s) containing the particulars):***

Date order made:

Name of court that made order:

Action number:

Names of parties:

Terms of order:

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

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

33.1 section 23 - Notice of contribution payable

~~Is this item applicable?~~

~~Will this be discharged or satisfied prior to or at settlement?~~

~~Are there attachments?~~

~~If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):~~

Date of notice:

Terms of notice:

Amount payable:

34. Water Industry Act 2012

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

Is this item applicable?

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):

SA WATER CERTIFICATE

Date of notice or order:

4/9/2024

Name or person or body who served notice or order:

SOUTH AUSTRALIAN WATER CORPORATION

Amount payable (if any) as specified in the notice or order:

\$145.64

Nature of other requirement made (if any) as specified in the notice or order:

PAYMENT OF SA WATER RATES AND CHARGES

☒

YES

YES

Particulars relating to a strata unit



1	Name of strata corporation:	STRATA CORPORATION 2182 INC.
	Address of strata corporation:	383 CROSS ROAD, EDWARDSTOWN SA 5039

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):

SEE ATTACHED SECTION 41 STATEMENT

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

SEE ATTACHED SECTION 41 STATEMENT

(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:

SEE ATTACHED SECTION 41 STATEMENT

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

SEE ATTACHED STRATA PLAN 2182 AND ENTITLEMENTS - 38/1000

[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 strata plan;~~
(*Strike out or omit whichever is the greater period)

YES

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

YES

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

YES

[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:

NOT APPLICABLE

- 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:~~



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

Name: STRATARAMA

Address: 74 BRIGHTON ROAD, GLENELG EAST SA 5045

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.

A free telephone Strata and Community Advice Service is operated by the Legal Services Commission of South Australia: call 1300 366 424.

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

You can also seek advice from a legal practitioner.

ANNEXURES

~~There are no documents annexed hereto~~ / The following documents are annexed hereto -

Form R3 – Buyers Information Notice
Copy of certificate(s) of title to the land

- HISTORICAL SEARCH
- TITLE AND VALUATION PACKAGE
- CHECK SEARCH
- PROPERTY INTEREST REPORT
- LOCAL GOVERNMENT INQUIRY CERTIFICATE
- DATA EXTRACT FOR SECTION 7 SEARCH PURPOSES
- STRATA PLAN
- STATEMENT PURSUANT TO SECTION 41 OF THE STRATA TITLES ACT 1988
- RESIDENTIAL LEASE AGREEMENT AND EXTENSIONS
- CERTIFICATE OF EMERGENCY SERVICES LEVY
- CERTIFICATE OF LAND TAX
- SA WATER CERTIFICATE
- FORM R7 - WARNING NOTICE

(*Strike out whichever is not applicable)

ACKNOWLEDGEMENT OF RECEIPT OF FORM 1 – VENDOR'S STATEMENT
(Section 7, *Land and Business (Sale and Conveyancing) Act 1994*)

*I / We the abovenamed Purchaser(s), hereby acknowledge having received this day the Form 1 with the annexures as set out above.

Dated this **Day of** 20

Signed:

Purchaser(s)

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?

- 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.

Form R7

Warning Notice

Financial and Investment Advice

Land and Business (Sale and Conveyancing) Act 1994 section 24B

Land and Business (Sale and Conveyancing) Regulations 2010 regulation 21

A land agent or sales representative who provides financial or investment advice to you in connection with the sale or purchase of land or a business is obliged to tell you the following —

You should assess the suitability of any purchase of the land or business in light of your own needs and circumstances by seeking independent financial and legal advice.

NOTE: For the purposes of section 24B of the Act, an agent or sales representative who provides financial or investment advice to a person in connection with the sale or purchase of land or a business must

- in the case of oral advice - immediately before giving the advice, give the person warning of the matters set out in this Form orally, prefaced by the words "**I am legally required to give you this warning**"; or
- in the case of written advice - at the same time as giving the advice or as soon as reasonably practicable after giving the advice, give the person this Form, printed or typewritten in not smaller than 12-point type.

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 5049 Folio 811

Parent Title(s) CT 4048/891
Creating Dealing(s) CONVERTED TITLE
Title Issued 24/10/1991 Edition 4 Edition Issued 27/07/2011

Estate Type

FEE SIMPLE (UNIT)

Registered Proprietor

TRAFFORD LLEWELYN CSORBA
OF UNIT 1 330A DIAGONAL ROAD STURT SA 5047

Description of Land

UNIT 1 STRATA PLAN 2182
IN THE AREA NAMED EDWARDSTOWN
HUNDRED OF ADELAIDE

Easements

NIL

Schedule of Dealings

Dealing Number	Description
11611323	MORTGAGE TO WESTPAC BANKING CORPORATION

Notations

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

Certificate of Title

Title Reference: CT 5049/811
Status: CURRENT
Edition: 4

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

Certificate of Title

Title Reference: CT 5049/811
Status: CURRENT
Parent Title(s): CT 4048/891
Dealing(s) Creating Title: CONVERTED TITLE
Title Issued: 24/10/1991
Edition: 4

Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
08/07/2011	27/07/2011	11611323	MORTGAGE	REGISTERED	WESTPAC BANKING CORPORATION
08/07/2011	27/07/2011	11611322	DISCHARGE OF MORTGAGE	REGISTERED	10808262
12/10/2009	09/11/2009	11286724	VESTING (GLOBAL UPDATE)	REGISTERED	CREDIT UNION SA LTD. 10808262
04/10/2007	23/10/2007	10808262	MORTGAGE	REGISTERED	POWERSTATE CREDIT UNION LTD. (ACN: 087 651 223)
04/10/2007	23/10/2007	10808261	TRANSFER	REGISTERED	TRAFFORD LLEWELYN CSORBA
04/10/2007	23/10/2007	10808260	DISCHARGE OF MORTGAGE	REGISTERED	7319976
25/06/1992	27/07/1992	7319976	MORTGAGE	REGISTERED	ADELAIDE BANK LTD. (ACN: 061 461 550)
25/06/1992	27/07/1992	7319975	TRANSFER	REGISTERED	SUSAN JANE MCINALLY

Certificate of Title

Title Reference CT 5049/811
Status CURRENT
Easement NO
Owner Number 1446464*
Address for Notices UNIT 4, 13 MAXWELL RD HACKHAM WEST, SA 5163
Area NOT AVAILABLE

Estate Type

Fee Simple (Unit)

Registered Proprietor

TRAFFORD LLEWELYN CSORBA
OF UNIT 1 330A DIAGONAL ROAD STURT SA 5047

Description of Land

UNIT 1 STRATA PLAN 2182
IN THE AREA NAMED EDWARDSTOWN
HUNDRED OF ADELAIDE

Last Sale Details

Dealing Reference TRANSFER (T) 10808261
Dealing Date 02/10/2007
Sale Price \$170,000
Sale Type TRANSFER FOR FULL MONETARY CONSIDERATION

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
MORTGAGE	11611323	WESTPAC BANKING CORPORATION

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
1000666106	CURRENT	Unit 1, 383 CROSS ROAD, EDWARDSTOWN, SA 5039

Notations

Dealings Affecting Title

NIL

Notations on Plan

NIL

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	1000666106
Type	Site & Capital Value
Date of Valuation	01/01/2024
Status	CURRENT
Operative From	01/07/1972
Property Location	Unit 1, 383 CROSS ROAD, EDWARDSTOWN, SA 5039
Local Government	MARION
Owner Names	TRAFFORD LLEWELYN CSORBA
Owner Number	1446464*
Address for Notices	UNIT 4, 13 MAXWELL RD HACKHAM WEST, SA 5163
Zone / Subzone	GN - General Neighbourhood
Water Available	Yes
Sewer Available	Yes
Land Use	1321 - First Floor Home Unit
Description	4H/UNIT CP
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
S2182 UNIT 1	CT 5049/811

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$71,000	\$290,000			
Previous	\$67,000	\$250,000			

Building Details

Valuation Number	1000666106
Building Style	Conventional
Year Built	1971
Building Condition	Basic
Wall Construction	Brick
Roof Construction	Tiled (Terra Cotta or Cement)
Equivalent Main Area	72 sqm
Number of Main Rooms	4

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

Property Interest Report

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

Title Reference	CT 5049/811	Reference No. 2602447
Registered Proprietors	T L*CSORBA	Prepared 03/09/2024 13:01
Address of Property	Unit 1, 383 CROSS ROAD, EDWARDSTOWN, SA 5039	
Local Govt. Authority	THE CORPORATION OF THE CITY OF MARION	
Local Govt. Address	PO BOX 21 OAKLANDS PARK SA 5046	

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

Table of Particulars

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

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

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

1. General

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

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

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

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

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

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

also

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

2. Aboriginal Heritage Act 1988

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

an area surrounding a site

2.3 Part 3 Division 6 - Aboriginal heritage agreement

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

also

Refer to the Certificate of Title

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

3.1 section 8 - Human remains interred on land

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

also

contact the vendor for these details

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

4.1 section 5 - Notice requiring payment

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

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

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

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

5.4 section 55 - Order to remove or perform work

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

also

Contact the Local Government Authority for other details that might apply

5.5 section 56 - Notice to complete development

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

also

Contact the Local Government Authority for other details that might apply

5.6 section 57 - Land management agreement

Refer to the Certificate of Title

5.7 section 60 - Notice of intention by building owner

Contact the vendor for these details

5.8 section 69 - Emergency order

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

also

Contact the Local Government Authority for other details that might apply

5.9 section 71 - Fire safety notice

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

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

6. Repealed Act conditions

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

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

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

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

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

17. *Land Acquisition Act 1969*

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

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

Act

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

19. *Land Tax Act 1936*

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

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

20. *Local Government Act 1934 (repealed)*

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

21. *Local Government Act 1999*

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

22. *Local Nuisance and Litter Control Act 2016*

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

23. *Metropolitan Adelaide Road Widening Plan Act 1972*

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

24. *Mining Act 1971*

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

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

28. *Phylloxera and Grape Industry Act 1995*

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

29. *Planning, Development and Infrastructure Act 2016*

- 29.1 Part 5 - Planning and Design Code
[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]
- Contact the Local Government Authority for the title or other brief description of the zone or subzone in which the land is situated.
- also
- Heritage Branch in DEW has no record of a State Heritage Area created prior to 15 January 1994 under the former South Australian Heritage Act 1978 affecting this title
- also
- For details of this item, including State Heritage Areas which have been authorised or put under interim effect since 15 January 1994, contact the Local Government Authority
- also
- Contact the Local Government Authority for other details that might apply to a place of local heritage value
- also
- For details of declared significant trees affecting this title, contact the Local Government Authority
- also
- Code Amendment**
- Lot 51 and 52 (86-88) Morphett Road - South Australian Jockey Club Incorporated (SAJC) are proposing to rezone approximately 1.5 hectares of land at 86-88 Morphett Rd Glengowrie, from the Recreation Zone to the Urban Neighbourhood Zone. For more information, refer to the 'Code Amendments' page on the PlanSA portal: https://plan.sa.gov.au/have_your_say/ or phone 1800752664.
- 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**
- Southern Suburbs Residential Policy – Marion Council is seeking to rezone land across Darlington, Hallett Cove, Marino, O'Halloran Hill, Seacliff Park, Seacombe Heights, Seaview Downs, Sheidow Park and Trott Park (the Affected Area), to provide a consistent policy approach to sloping land that facilitates opportunity for subdivision and redevelopment where appropriate. 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.
- Code Amendment**
- Centre Zone Adjustment - Marion Council seeks to align the most appropriate zone and policy to each affected site and existing land use, to enable/support more efficient and effective future planning outcomes. 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

Statewide Bushfire Hazards Overlay - aims to review the current policy framework (spatial layers and policy content) of the six Hazard (Bushfire Risk) Overlays as well as explore other planning instruments and mechanisms to assist in mitigating bushfire hazard impacts. Please note that this Code Amendment only applies to a portion of some council areas. To understand if your property is affected, please check the bushfire hazard map at <https://plus.geodata.sa.gov.au/bushfire/index.html>. For more information, please visit https://plan.sa.gov.au/have_your_say/ or contact PlanSA via email (PlanSA@sa.gov.au) or telephone (1800 752 664).

Code Amendment

Morphettville/Glengowrie Horse Related Activities - Marion Council is proposing to amend the planning policy relating to land located adjacent the Morphettville Racecourse on the southern side of Bray Street in Morphettville and the western side of Morphett Road in Glengowrie. 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

Ancillary Accommodation and Student Accommodation Definitions Review Code Amendment - The Chief Executive of the Department for Trade and Investment has initiated the Ancillary Accommodation and Student Accommodation Definitions Review Code Amendment to review the definitions for 'ancillary accommodation' and 'student accommodation'. For more information and to view the DPA online, visit the amendment webpage on the SA Planning Portal https://plan.sa.gov.au/have_your_say/general_consultations or phone PlanSA on 1800752664.

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>	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.3	section 139 - Notice of proposed work and notice may require access	Contact the vendor for these details
29.4	section 140 - Notice requesting access	Contact the vendor for these details
29.5	section 141 - Order to remove or perform work	State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
29.6	section 142 - Notice to complete development	State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
29.7	section 155 - Emergency order	State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
29.8	section 157 - Fire safety notice	Building Fire Safety Committee in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply

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

30. ***Plant Health Act 2009***

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

31.1	Part 3 - Notice	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
31.2	<i>Public and Environmental Health (Waste Control) Regulations 2010 (or 1995)</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	<i>Public and Environmental Health (Waste Control) Regulations 2010</i> (revoked) regulation 19 - Maintenance order (that has not been complied with)	Public Health in DHW has no record of any order affecting this title also Contact the Local Government Authority for other details that might apply

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

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

continues to apply) of an approval

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.

LOCAL GOVERNMENT INQUIRY CERTIFICATE

Section 7 of Land and Business (Sale and Conveyancing) Regulations



Certificate No: **105558**

Date: **04/09/2024**

Receipt No:

Reference No:

Fax No:

PO Box 21, Oaklands Park
South Australia 5046

245 Sturt Road, Sturt
South Australia 5047

T (08) 8375 6600

F (08) 8375 6699

E council@marion.sa.gov.au

Searchlight Technology
PO Box 232
RUNDLE MALL SA 5000

CERTIFICATE

Section 187 of the Local Government Act

Assessment Number: **108506**

Valuer General No.: **1000666106**

Property Description: **UNT: 1 SP: 2182 CT: 5049/811**

Property Address: **1/383 Cross Road EDWARDSTOWN 5039**

Owner: **T L Csorba**

Additional Information:

I certify in terms of Section 187 of the Local Government Act the following rates and charges are outstanding as at the date of this certificate:

Rates/Natural Resources Levy:		Total
Rates for the current year (includes Regional Landscape Levy)		\$1,223.83
Overdue/Arrears		\$241.00
Interest		\$0.00
Adjustments		-\$0.03
Legal Fees		\$0.00
Less Payments Received		-\$240.97
Less Capping Rebate (if applicable)		\$0.00
Less Council Rebate		\$0.00
Debtor: Monies outstanding (which are a charge on the land) in addition to Rates due		
Total Outstanding		\$1,223.83

Please be advised: The first instalment is due **2st September 2024** with four quarterly instalments falling due on 02/09/2024, 02/12/2024, 03/03/2025 and 02/06/2025. Fines will be added to any current amount not paid by the due date (at the rate prescribed in the Local Government Act 1999).

Please phone the Rates Dept on 8375 6600 prior to settlement to ascertain the exact balance of rates payable including fines if applicable.

BPAY Details for Council Rates:

Biller Code: **9613**

Reference Number: Assessment Number as above

CERTIFICATE

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



Searchlight Technology
PO Box 232
RUNDLE MALL SA 5000

Assessment No: 108506
 Certificate of Title: UNT: 1 SP: 2182 CT: 5049/811
 Property Address: 1/383 Cross Road EDWARDSTOWN 5039
 Owner: T L Csorba

Prescribed information statement in accordance with Section 7 of the Land and Business (Sale and Conveyancing) Act 1994:

<i>Development Act 1993 (repealed)</i>		
section 42—Condition (that continues to apply) of a development authorisation?		Nil
section 50(1)—Requirement to vest land in a council or the Crown to be held as open space		Nil
section 50(2)—Agreement to vest land in a council or the Crown to be held as open space		Nil
section 55—Order to remove or perform work		Nil
section 56—Notice to complete development		Nil
section 57—Land management agreement		Nil
section 69—Emergency order		Nil
section 71—Fire safety notice		Nil
section 84—Enforcement notice		Nil
section 85(6), 85(10) or 106—Enforcement order		Nil
Part 11 Division 2—Proceedings		Nil
<i>Planning, Development and Infrastructure Act 2016</i>		
Part 5 – Planning and Design Code	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?	Click the link to check if a Code Amendment applies: Code Amendment Map Viewer (geohub.sa.gov.au)
	Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code)	See attached PlanSA Data Extract
	Is there a State heritage place on the land or is the land situated in a State heritage area?	
	Is the land designated as a local heritage place?	
	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?	
section 127—Condition (that continues to apply) of a development authorisation		
section 192 or 193—Land management agreement		
section 141—Order to remove or perform work		Nil
section 142—Notice to complete development		Nil
section 155—Emergency order		Nil
section 157—Fire safety notice		Nil

section 198(1)—Requirement to vest land in a council or the Crown to be held as open space	Nil
section 198(2)—Agreement to vest land in a council or the Crown to be held as open space	Nil
Part 16 Division 1—Proceedings	Nil
section 213—Enforcement notice	Nil
section 214(6), 214(10) or 222—Enforcement order	Nil
<i>Repealed Act conditions</i>	
Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1966</i> (repealed)	Nil
<i>Fire and Emergency Services Act 2005</i>	
section 105F (or section 56 or 83 (repealed)—Notice to take action to prevent outbreak or spread of fire	Nil
<i>Food Act 2001</i>	
section 44—Improvement notice	Nil
section 46—Prohibition order	Nil
<i>Housing Improvement Act 1940</i> (repealed)	
section 23—Declaration that house is undesirable or unfit for human habitation	Nil
<i>Local Government Act 1934</i> (repealed)	
Notice, order, declaration, charge, claim or demand given or made under the Act	Nil
<i>Local Government Act 1999</i>	
Notice, order, declaration, charge, claim or demand given or made under the Act	Nil
<i>Local Nuisance and Litter Control Act 2016</i>	
section 30—Nuisance or litter abatement notice	Nil
<i>Land Acquisition Act 1969</i>	
section 10—Notice of intention to acquire	Nil
<i>Public and Environmental Health Act 1987</i> (repealed)	
Part 3—Notice	Nil
<i>Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) (revoked) Part 2—Condition (that continues to apply) of an approval</i>	Nil
<i>Public and Environmental Health (Waste Control) Regulations 2010 (revoked) regulation 19—Maintenance order (that has not been complied with)</i>	Nil
<i>South Australian Public Health Act 2011</i>	
section 92—Notice	Nil
<i>South Australian Public Health (Wastewater) Regulations 2013 Part 4—Condition (that continues to apply) of an approval</i>	Nil
Particulars of building indemnity insurance	Unknown

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 repealed Development Act 1993 or the Planning, Development and Infrastructure Act 2016)?

No

Description of the nature of the development(s) approved:

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.*

The information herein is provided pursuant to the Council's obligations under Section 7 of the Land Business (Sales 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.

I, Kellie Parker, Administration Officer of the City of Marion certify that the information provided in these responses is correct.

Sign: 

Date: 04/09/2024

Data Extract for Section 7 search purposes

Valuation ID 1000666106

Data Extract Date: 04/09/2024

Parcel ID: S2182 U1

Certificate Title: CT5049/811

Property Address: UNIT 1 383 CROSS RD EDWARDSTOWN SA 5039

Zones

General Neighbourhood (GN)

Subzones

No

Zoning overlays

Overlays

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

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

Affordable Housing

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

Building Near Airfields

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

Hazards (Flooding - Evidence Required)

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

Major Urban Transport Routes

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

Prescribed Wells Area

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

Regulated and Significant Tree

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

Stormwater Management

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

Traffic Generating Development

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

Urban Tree Canopy

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

Is the land situated in a State Heritage Place/Area

No

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

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

Is the land designated as a Local Heritage Place

No

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

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

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

NO

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

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

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

Associated Development Authorisation Information

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

No

Land Management Agreement (LMA)

No

Section 48 Notice

This notice is to be retained by the Tenant



Information to be provided by landlords to tenants

Section 48 of the *Residential Tenancies Act 1995* requires that a landlord must ensure that a tenant is given, before or at the time the landlord and tenant enter into a residential tenancy agreement certain information.

1. **AGENT:** Company Name/Legal Entity:

Company Representative:

ABN (if applicable): RLA No:

Street 1:

Street 2:

Suburb: State: Postcode:

Telephone: W: M:

Email:

Address for service of documents if different to above:

2. **LANDLORD 1:** Full Name:

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

Street 1:

Street 2:

Suburb: State: Postcode:

ABN (if applicable):

LANDLORD 2: Full Name:

Address for service of documents for Landlord 2 if different from Landlord 1 (cannot be Agent's address for service):

Street 1:

Street 2:

Suburb: State: Postcode:

ABN (if applicable):

If landlord is a company, address of registered office of the company if different to above:

Street 1:

Street 2:

Suburb: State: Postcode:

Are there additional landlords? ☐ Yes If yes, refer to Annexure - Additional Landlords

3. PERSON(S) WITH SUPERIOR TITLE TO LANDLORD (if applicable)

Street 1:

Street 2:

Suburb: State: Postcode:

ABN (if applicable):

INITIALS

Initials not required if using electronic signature

Residential Tenancy Agreement: Schedule



This is a residential tenancy agreement and the parties to the agreement should consider obtaining legal advice about their rights and obligations under the agreement.

1. AGENT: Company Name/Legal Entity:
 Company Representative:
 ABN (if applicable): RLA No:
 Street 1:
 Street 2:
 Suburb: State: Postcode:
 Telephone: W: M:
 Email:
☒ The Agent consents to the above email address being used for the purposes of service under the *Residential Tenancies Act 1995*.

2. LANDLORD 1: Full Name:
 Address for service of documents for Landlord 1 (cannot be Agent's address for service):
 Street 1:
 Street 2:
 Suburb: State: Postcode:
 ABN (if applicable):
LANDLORD 2: Full Name:
 Address for service of documents for Landlord 2 if different from above (cannot be Agent's address for service):
 Street 1:
 Street 2:
 Suburb: State: Postcode:
 ABN (if applicable):
 Are there additional landlords? ☐ Yes If yes, refer to Annexure - Additional Landlords

3. TENANT 1: Full Name: Telephone:
 Email address for service of documents:
TENANT 2: Full Name: Telephone:
 Email address for service of documents:
TENANT 3: Full Name: Telephone:
 Email address for service of documents:
TENANT 4: Full Name: Telephone:
 Email address for service of documents:
 Are there additional Tenants? ☐ Yes If yes, refer to Annexure - Additional Tenants

4. PREMISES
 Street 1:
 Street 2:
 Suburb: State: Postcode:

5. TERM
☒ Fixed: Commencement Date: / / End Date: / /
☐ Periodic: Commencement Date: / / and continues until terminated in accordance with this Agreement

INITIALS

Initials not required if using electronic signature

Residential Tenancy Agreement: Schedule



6. RENT

Amount: Words: \$ 440.00

Per (period):

Payable in advance: ☐ Weekly ☒ Fortnightly ☐ Calendar monthly

Payments: First Payment of on / / with the

next payment of on / /

and thereafter: on the of each

Payment Method: ☒ Internet Transfer ☐  ☐ Other

Note: Payment of rent will be taken to have been made when it is credited to the bank account. The Tenant must take into consideration any delays in crediting the bank account caused by the method of rent payment.

7. BOND

Words: \$ 2,640.00

8. OUTGOINGS (Clause 3.1.3)

- ☒ All water usage costs adjusted for the period of tenancy
- ☐ All water usage costs in excess of kL per annum, with such allowance to be adjusted for the period of tenancy
- ☒ All water supply charges adjusted for the period of tenancy
- ☐ No charge for water
- ☐ Other (specify)

If the Property is not individually metered for a service, the Tenant must pay an apportionment of the cost of the service as set out below:

Service	Apportionment
<input type="text" value="Water, Gas, Electricity or other connection service"/>	<input type="text" value="As per Strata/ Community Corp and/or SA Water Invoices"/>
<input type="text"/>	<input type="text"/>

9. INSURANCE (Clause 3.1.13)

Responsibility for insurance of the premises ☒ Landlord

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

10. EXCLUSION OF ANY PART OF PROPERTY

Parts of property not included in this agreement:

11. PETS APPROVED

- ☒ No
- ☐ Yes - Refer to Annexure - Pet Agreement

INITIALS
Initials not required if using electronic signature

Residential Tenancy Agreement: Schedule



12. REPAIR INSTRUCTIONS

- ☒ Always contact Agent
☐ Nominated contact

Contact 1:

Name: Telephone:

Contact 2:

Name: Telephone:

13. ADDITIONAL CONDITIONS

- ☐ N/A ☒ As detailed below ☐ See annexure

The Tenant hereby acknowledges the Agent will carry out internal property inspections approximately every four months. If you are not home an employee of the Agent will enter the Property with the office key.

In the event that the Tenant loses or locks their set of keys inside the Property, the Tenant may temporarily borrow the Agent's set of keys to the Property. The Agents set of keys can only be loaned during the hours of 9am - 5pm, Monday to Friday.

Alternatively (or outside of 9am - 5pm, Monday to Friday) the Tenant shall, at the Tenant's expense, have a professional locksmith unlock the property. Any damage caused during the entry process shall be repaired at the Tenant's expense. In the event the tenant misplaces the keys or if they are stolen from the tenant's Property, the Tenant is responsible for the cost of changing all locks and agrees to replace all keys held for the Property including the Agent set and Landlord set if applicable.

At commencement of the Tenancy Agreement, any gas bottle on the Premises is to be accepted as is, and not required to be full. On expiry of the Tenancy Agreement, the gas bottle is not required to be re-filled.

The Tenant shall not smoke, nor permit any other residents or guest to smoke within the tenanted property, including but not limited to, hallways, stairways, foyers, common rooms or any other structures on the property.

Parking

Vehicles (including cars, motorbikes, boats, trailers and caravans) are only to be parked in designated parking areas and not on lawns or gardens. The Tenant will be required to provide a drip tray, if necessary, to avoid staining. Removal of grease and oil stains will be the responsibility and cost of the Tenant.

Alterations

Under no circumstances are any fixtures, picture hooks, nails, screws, pins, over door hooks or rails etc. to be affixed to any part of the rented premises without the Landlord/Agents written consent. The Tenant agrees not to use tape, blue tac etc. on walls ceilings or fixtures, as this can damage paintwork and stain or mark the paint after a short time. If this occurs, the Tenant will be responsible for the cost to repair the damage.

Benchtops and hot items

No hot irons, curling wands, straighteners etc. are to be placed directly onto any vanity, bench top, shelf, windowsill, carpet etc. The Tenant will be responsible for the cost to repair any damage caused or replace the item if deemed necessary. Hot items are not to be placed directly onto bench tops and a cutting board must always be used when cutting. Should any damage occur to bench tops due to negligence, the Tenant will be responsible for the cost to replace/repair any damage caused.

Swimming Pools

No swimming pools, either blow up, transportable, above ground, temporary or of any other form, are to be installed or erected at the property.

Floor Care

1. Use a well-wrung mop when cleaning the floor. Use a minimal amount of methylated spirits if a cleaning agent is required. Avoid leaking excess water on the floor to dry naturally.
2. Sweep the floor regularly to avoid grit and small stones scratching or prematurely wearing the floor. Use a soft bristled broom, electrostatic mop, or a vacuum cleaner with the bristles down.
3. Mats at external entrances are recommended to minimise the amount of grit and dirt that is walked inside.
4. Apply felt pads to the underside of furniture, such as legs of chairs and tables and the bases of any movable items, to protect the floor from scratching and premature wear.
5. Place some form of protection ie. carpet or plastic sheeting underneath movable chairs.
6. Grout to be cleaned regularly using appropriate cleaning agents, to prevent discolouration and staining.

INITIALS

Initials not required if using electronic signature

Residential Tenancy Agreement: Terms and Conditions



1. AGREEMENT

The Landlord agrees to rent the Property to the Tenant in accordance with the terms and conditions of this Agreement.

2. DEFINITIONS AND INTERPRETATION

In this Agreement, unless a contrary intention appears:

- 2.1 "Act" means the *Residential Tenancies Act 1995*;
- 2.2 "Agent" means the person or organisation specified in Item 1 of the Schedule;
- 2.3 "Ancillary Property" means the property identified or specified in the Inspection Sheet;
- 2.4 "Bond" means the amount specified in Item 7 of the Schedule;
- 2.5 "Landlord" means the person or organisation specified in Item 2 of the Schedule;
- 2.6 "Premises" means the premises the subject of this Agreement specified in Item 4 of the Schedule;
- 2.7 "Property" means the Premises and the Ancillary Property (if any);
- 2.8 "Rent" means the amount specified in Item 6 of the Schedule and/or as varied in accordance with this Agreement;
- 2.9 "Tenant" means the person or organisation specified in Item 3 of the Schedule;
- 2.10 "Term" means the period this Agreement remains in force specified in Item 5 of the Schedule.

The singular includes the plural and vice versa and references to natural persons include corporations and vice versa. Where more than one person is a party to this Agreement, the terms and conditions to be performed by them bind each party jointly and severally.

3. TENANT'S RIGHTS AND OBLIGATIONS

3.1 Subject to the provisions of the Act the Tenant must:

- 3.1.1 pay the Rent to the Agent in full in the manner and at the times specified in Item 6 of the Schedule, unless the Agent has given the Tenant a notice in writing setting out an alternative method;
- 3.1.2 pay the Bond to the Agent;
- 3.1.3 pay all outgoings of the Property to the Agent including gas, electricity, telephone and oil, together with rates and charges for water specified in Item 8 of the Schedule, within fourteen (14) days of receipt of a notice for payment;
- 3.1.4 keep the Property clean and secure, immediately notify the Landlord or the Agent of any damage to the Property and immediately report to the Landlord or the Agent any breakdown or fault in the equipment, electrical, smoke detectors or plumbing services in or on the Property;
- 3.1.5 pay the cost of repair to "the Plumbing" (as defined in clause 3.2.3) when damage to it is as a result of a breach by the Tenant of this Agreement;
- 3.1.6 keep the Property clear of rubbish, place household rubbish in a bin of the type approved by the local council, put the bin out for collection on the day of collection and retrieve it as soon as possible after it has been emptied;
- 3.1.7 regularly mow the lawn, weed and water the garden to at least maintain any garden that is part of the Property to the same standard as applied at the commencement of the Term;
- 3.1.8 keep all drains clear and not intentionally nor negligently do anything that will interfere with the proper operation of any Plumbing or drainage system on the Property;
- 3.1.9 use the Premises solely as a place of residence;
- 3.1.10 pay the cost of any repairs necessary because of damage to the Property as the result of an act or omission of the Tenant or any invitee of the Tenant;
- 3.1.11 return to the Agent's office the completed Inspection Sheet required by the Regulations under the Act within fourteen (14) days of the commencement of the Term, together with details of any disputed item on that Inspection Sheet;
- 3.1.12 where the Property includes a swimming pool or spa:
 - 3.1.12.1 supply and bear the cost of all necessary labour, chemicals and treatments to maintain the present condition of the swimming pool or spa;
 - 3.1.12.2 observe any instructions from the Landlord about the use or maintenance of the swimming pool or spa, including the correct chemical levels;
 - 3.1.12.3 not drain the swimming pool or spa without prior written consent of the Landlord;
 - 3.1.12.4 advise the Landlord or the Agent immediately upon becoming aware of any equipment, including fences or gates, being damaged or malfunctioning or of the condition of the pool or spa deteriorating such that remedial treatment is required;
- 3.1.13 effect and maintain any policy of insurance specified in Item 9 of the Schedule during the Term and, on demand, produce to the Landlord or the Agent a certificate of currency for that insurance;
- 3.1.14 indemnify and keep indemnified the Landlord and the Agent in respect of loss incurred or suffered as a result of any breach of this Agreement by the Tenant or any negligent act arising from the Tenant's use of the Property:
 - 3.1.14.1 this indemnity includes, without limitation, loss due to bodily injury, sickness, or death or loss, destruction or damage to property;
 - 3.1.14.2 this indemnity survives the expiration or termination of this Agreement.

INITIALS

Initials not required if using electronic signature

Residential Tenancy Agreement: Terms and Conditions



- 3.2 The Tenant must not without the prior written consent of the Landlord:
- 3.2.1 use, cause or permit the Property to be used for an illegal or unauthorised purpose;
 - 3.2.2 intentionally or negligently cause or allow others to intentionally or negligently damage the Property (including by driving nails, plugs or screws or fixing any adhesive material to any part of the Property);
 - 3.2.3 use any sink, basin, bath, lavatory, drain or similar facility ("the Plumbing") in or connected to the Property for other than their intended purpose;
 - 3.2.4 damage the Plumbing or the drainage or sewerage systems of the Property;
 - 3.2.5 affix any fixture or make any renovation, alteration or addition to the Property;
 - 3.2.6 remove or alter any fixture or device on the Property;
 - 3.2.7 cause or permit a nuisance or any interference with the reasonable peace, comfort or privacy of any person who resides in the immediate vicinity of the Property;
 - 3.2.8 assign this tenancy or sublet the Property. The Landlord may charge their reasonable expenses to the Tenant in giving consent to or considering an application for consent from the Tenant to sublet the Property or assign their interest in the tenancy;
 - 3.2.9 affix any television antenna, cable TV or satellite dish to the Property;
 - 3.2.9.1 it is acknowledged by the tenant that the landlord and/or the agent do not represent or guarantee that a telephone line or a television aerial is connected to the Premises, even if one or more telephone / aerial plug/s is located in the Premises;
 - 3.2.10 install any air-conditioning unit on or in the Premises;
 - 3.2.11 keep any animals (including reptiles, mammals, birds, poultry or fish) on the Property;
 - 3.2.12 permit any bicycle or motor cycle to be brought into the living areas of the Premises or left anywhere in or near the Premises other than in an agreed parking place;
 - 3.2.13 place any advertisement, notice or sign on or in the Property;
 - 3.2.14 interfere with any machinery, plant or equipment belonging to the Landlord on the Property other than to operate it in accordance with the Landlord's or the manufacturer's instructions;
 - 3.2.15 allow any person other than the intended occupants notified to the Landlord prior to the commencement of this Agreement to remain on the Property for more than fourteen (14) days;
 - 3.2.16 alter, remove or add any locks or other security devices to the Property. In the event consent is granted, the Tenant must supply any key, device or updated security code to the Agent as soon as practicable;
 - 3.2.17 cause or permit smoking within the Premises.
- 3.3 Where the Premises are a unit or lot under the *Strata Titles Act 1988* or the *Community Titles Act 1996* or are comprised in another form of multiple dwelling, the Tenant must not breach or permit a breach of the applicable Act or the Articles/By Laws of the Corporation made under that Act, or (in regard to other premises) of any Articles or Rules that apply and in particular must not:
- 3.3.1 park any motor vehicle or motor cycle in any place other than an allotted parking space;
 - 3.3.2 deposit any rubbish around the Property or any neighbouring properties other than in a bin provided for the purpose;
 - 3.3.3 place any pot or plant container or personal items on any window sill, balustrade, balcony or passageway or in any common areas;
 - 3.3.4 hang washing anywhere other than in areas provided for that purpose;
 - 3.3.5 use any communal laundry outside the times set by the Corporation.

4. LANDLORD'S RIGHTS AND OBLIGATIONS

- 4.1 Subject to the Act, the Landlord must:
- 4.1.1 provide the Property in a reasonable state of cleanliness;
 - 4.1.2 provide and maintain the Property in a reasonable state of repair having regard to its age, character and prospective life, however the Landlord will not be regarded as being in breach of the obligation to repair unless the Landlord has been given written notice by the Tenant of the defect requiring repair and the Landlord fails to act with reasonable diligence to have the defect repaired;
 - 4.1.3 provide and maintain such locks and other devices as are necessary to ensure that the Property is reasonably secure;
 - 4.1.4 pay all rates, taxes and charges imposed in respect of the Property other than rates and charges for water that are agreed to be paid by the Tenant and specified in Item 8 of the Schedule;
 - 4.1.5 allow the Tenant to have quiet enjoyment of the Property during the Term.
- 4.2 The Landlord must not:
- 4.2.1 cause or permit any interference with the reasonable peace, comfort or privacy of the Tenant in the use by the Tenant of the Property;
 - 4.2.2 except where the Tenant is in default of this Agreement, alter, remove or add any lock or device of the type referred to in clause 4.1.3 without the Tenant's written or verbal consent.
- 4.3 Subject to the Act, the Landlord may increase the Rent and Bond during the Term, even if this Agreement is for a fixed term. If the Agreement is for a fixed term, any rent increase during the Term must be either by mutual agreement or in accordance with clause 4.4.

INITIALS

Initials not required if using electronic signature

Residential Tenancy Agreement: Terms and Conditions



- 4.4 By completing this clause, the parties agree that the rent will be increased during the fixed term of the agreement as follows:
- 4.4.1 the rent will be increased to \$ per on / / ;
and to \$ per on / / ; or
- 4.4.2 the rent increase can be calculated by the following method (set out details):

5. TERMINATION AND HOLDING OVER

The Landlord and Tenant agree:

- 5.1 this Agreement may only be terminated in accordance with the Act;
- 5.2 subject to clause 5.3, the Landlord may terminate this Agreement on seven (7) days notice to the Tenant if the Tenant breaches it in any respect whatsoever;
- 5.3 where the Landlord proposes to give a notice terminating this Agreement for non-payment of rent, the Rent must have been in arrears for at least fourteen (14) days before a notice of termination can be given;
- 5.4 if, with the approval of the Landlord, the Tenant remains in occupation of the Property after the expiration of the Term, this Agreement continues until determined by either party in accordance with the Act;
- 5.5 if the Tenant breaches this Agreement during its Term, and the Landlord re-lets the Property, then the Tenant will pay to the Agent the Landlord's reasonable re-letting costs including advertising, letting fee and any out of pocket expenses, together with the Rent to the date on which the Tenant is released (if applicable) from this Agreement;

6. PRIVACY ACT 1988

- 6.1 The parties agree and acknowledge that the Agent uses personal information collected from the Landlord and Tenant to act as the Landlord's agent and to perform their obligations under this Agreement. The Agent may also use such information collected to promote the services of the Agent and/or seek potential clients.
- 6.2 The Agent may disclose information to other parties including media organisations, on the internet, to potential tenants, or to clients of the Agent both existing and potential, as well as to tradespeople, owners, corporations, government and statutory bodies, other agents, and to third party operators of tenancy reference databases. By entering into this Agreement the Tenant acknowledges that if they fail to comply with their obligations under this Agreement that fact and any other relevant information collected about the Tenant during the course of the tenancy may also be disclosed to other agents and third party operators of tenancy reference databases.
- 6.3 The Agent will only disclose information in this way to other parties as required to perform their duties under this Agreement, to achieve the purposes specified above or as otherwise allowed under the *Privacy Act 1988*.
- 6.4 If the Tenant would like to access this information, they can do so by contacting the Agent at the address and contact numbers contained in this Agreement. The Tenant can also correct this information if it is inaccurate, incomplete or out-of-date.

7. ELECTRONIC COMMUNICATION

The parties to this agreement each consent to either of them or their representatives signing this agreement or any Notices under the Act by electronic signature pursuant to the *Electronic Communications Act 2000* and delivering this Agreement or any Notices under the Act by email pursuant to the Act and the *Electronic Communications Act 2000*.

8. ADDITIONAL CONDITIONS

This Agreement includes such Additional Terms and Conditions as specified in Item 13 of the Schedule.

9. GENERAL

- 9.1 This Agreement is governed by and construed in accordance with the laws from time to time in force in South Australia and the parties submit to the non-exclusive jurisdiction of the Courts of this State.
- 9.2 If any provision of this Agreement shall be found by a court of competent jurisdiction to be invalid or unenforceable in law, then in such case the parties hereby request and direct such court to sever such provision from this Agreement.

INITIALS

Initials not required if using electronic signature

Residential Tenancy Agreement: Execution Page



EXECUTED AS AN AGREEMENT

The Tenant(s) acknowledge receipt of:

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

Signed by Tenant 1

Pankaj Kumar Sharma

Date: 16/12/2022

Tenant Name

Pankaj Kumar

Signed by Tenant 2

Reena Sharma

Date: 16/12/2022

Tenant Name

Reena Sharma

Signed by Tenant 3

Date:

Tenant Name

Signed by Tenant 4

Date:

Tenant Name

Signed by or on behalf of Landlord

Lauren Pearson

Date: 15/12/2022

☒ Agent as authorised ☐ Landlord

Note:

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

NOTE: ALL PARTIES SHOULD INITIAL ALL PAGES

ANNEXURE A -
RESIDENTIAL PROPERTY TENANCY AGREEMENT



*This Annexure page is to be used only if there is insufficient space in the Schedule.
Please insert the relevant corresponding Item number and heading.*

ITEM	DESCRIPTION:
	Approved Occupant: 1) Anishka Sharma

INITIALS

Initials not required if using electronic signature

NOTICE TO TENANT OF LEASE EXTENSION

(DO NOT USE THIS FORM FOR PERIODIC OR SHORT FIXED TERM TENANCIES)

To

Tenant 1:	Pankaj Kumar	Tenant 2:	Reena Sharma
Tenant 3:		Tenant 4:	
Tenant 5:		Tenant 6:	
Tenant 7:		Tenant 8:	

(insert name of tenant(s))

Address of rented premises:

Street 1:	1/383 Cross Road		
Street 2:			
Suburb:	Edwardstown	State:	SA
		Postcode:	5039

I give you notice that your current lease expires on 20 / 12 / 2023

(insert date)

Your current rent is \$ 440.00 per week

(insert amount)

(insert rental period eg fortnight, calendar month)

I wish to offer you an extension of your lease for a further 6 months ~~weeks~~

(Strike out whichever is not appropriate)

The lease extension will expire on 20 / 06 / 2024

(insert date)

The rent will / ~~will not~~ be increased / ~~will be decreased~~

(Strike out whichever is not applicable)

The new rent will be \$ 460.00 per week with the first payment due on 03 / 01 / 2024

(insert amount)

(insert rental period eg fortnight, calendar month)

(insert date)

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

☐ N/A ☒ As detailed below ☐ See annexure

TENANTS PAY ALL WATER USAGE & SUPPLY.

Please sign and return this Notice to your Agent by 15 / 11 / 2023 if you wish to accept.

(insert a date that is more than 28 days before the lease ends)

The Tenants expressly consent to the collection and use of the Personal Information and content in accordance with the REISA privacy policy at www.reisa.com.au.

PLEASE NOTE:

- If this form is not returned by the above date, the landlord may give you at least 28 days written notice (Form 2A) to end the fixed term agreement.
- If you wish to vacate at the end of the fixed term you must give your landlord at least 28 days written notice (Form 4B) to end the fixed term agreement.
- If the lease is not extended and at least 28 days written notice is not given by either party the agreement continues as a residential tenancy agreement for a periodic tenancy.



NOTICE TO TENANT OF LEASE EXTENSION

(DO NOT USE THIS FORM FOR PERIODIC OR SHORT FIXED TERM TENANCIES)

Signed by Tenant 1

Pankaj Kumar

Date: 02/11/2023

Tenant Name

Pankaj Kumar

Signed by Tenant 2

Reena Sharma

Date: 02/11/2023

Tenant Name

Reena Sharma

Signed by Tenant 3

Date:

Tenant Name

Signed by Tenant 4

Date:

Tenant Name

Signed by Tenant 5

Date:

Tenant Name

Signed by Tenant 6

Date:

Tenant Name

Signed by Tenant 7

Date:

Tenant Name

Signed by Tenant 8

Date:

Tenant Name

Signed by or on behalf of the Landlord

Dorinda Rendell

Date: 30/10/2023

☒ Agent as authorised ☐ Landlord

Reference: ~ Vol. 3963 Fol. 171.

52

CROSS

TWO
STOREY
BUILDING

CARPORTS

18.60 All
CARPORTS

L.T.O.

3999

F. 5405.

1: 250 METRES.

1ST OF 4 SHEETS

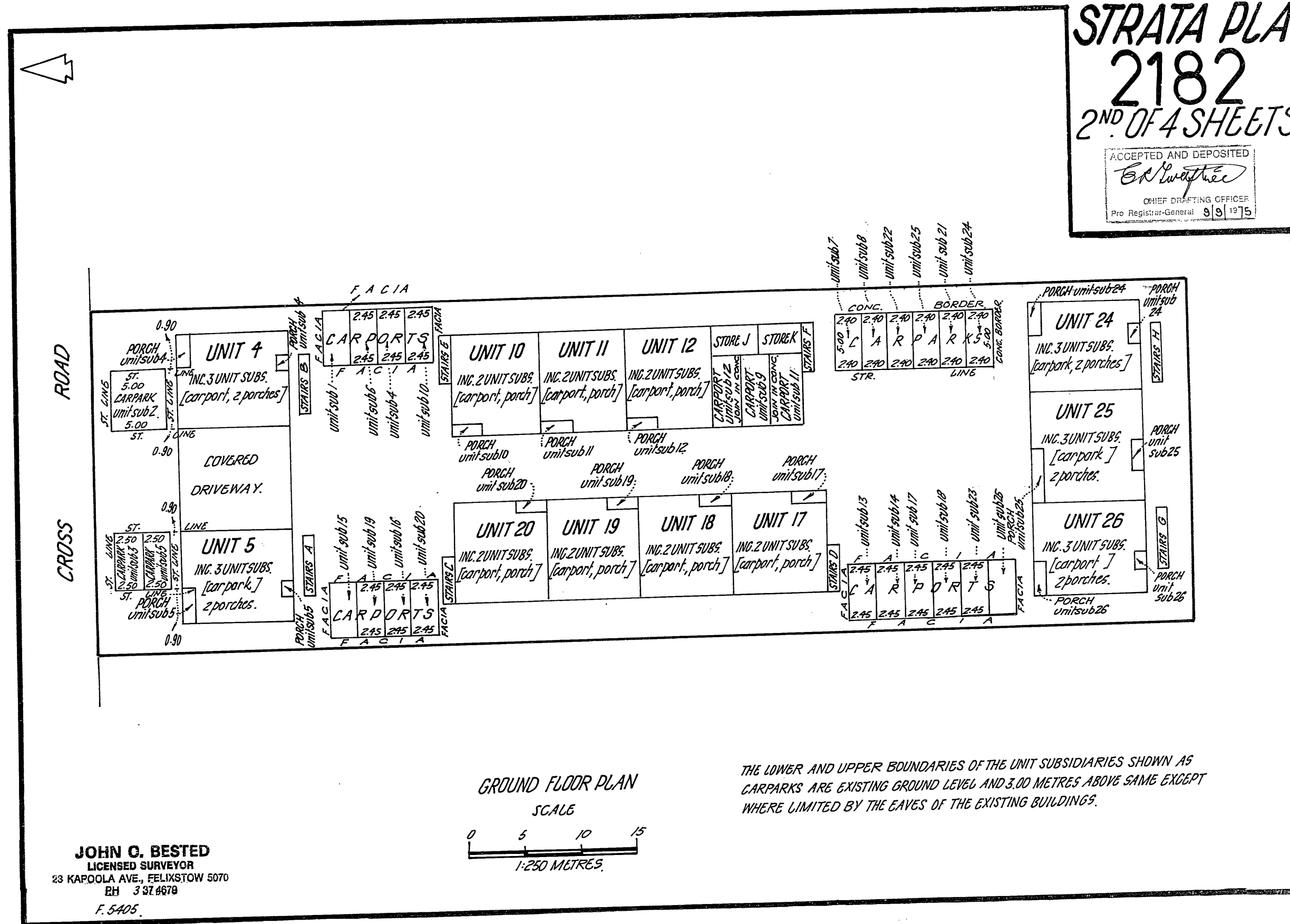
Pro Registrar-General 9/9/1975

6.T.D.

Licensed Surveyor.

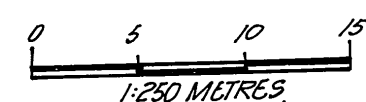
STRATA PLAN 2182 2ND OF 4 SHEETS

ACCEPTED AND DEPOSITED
B. A. Wray
CHIEF DRAFTING OFFICER
Pro Registrar-General 9/9/1975



GROUND FLOOR PLAN

SCALE

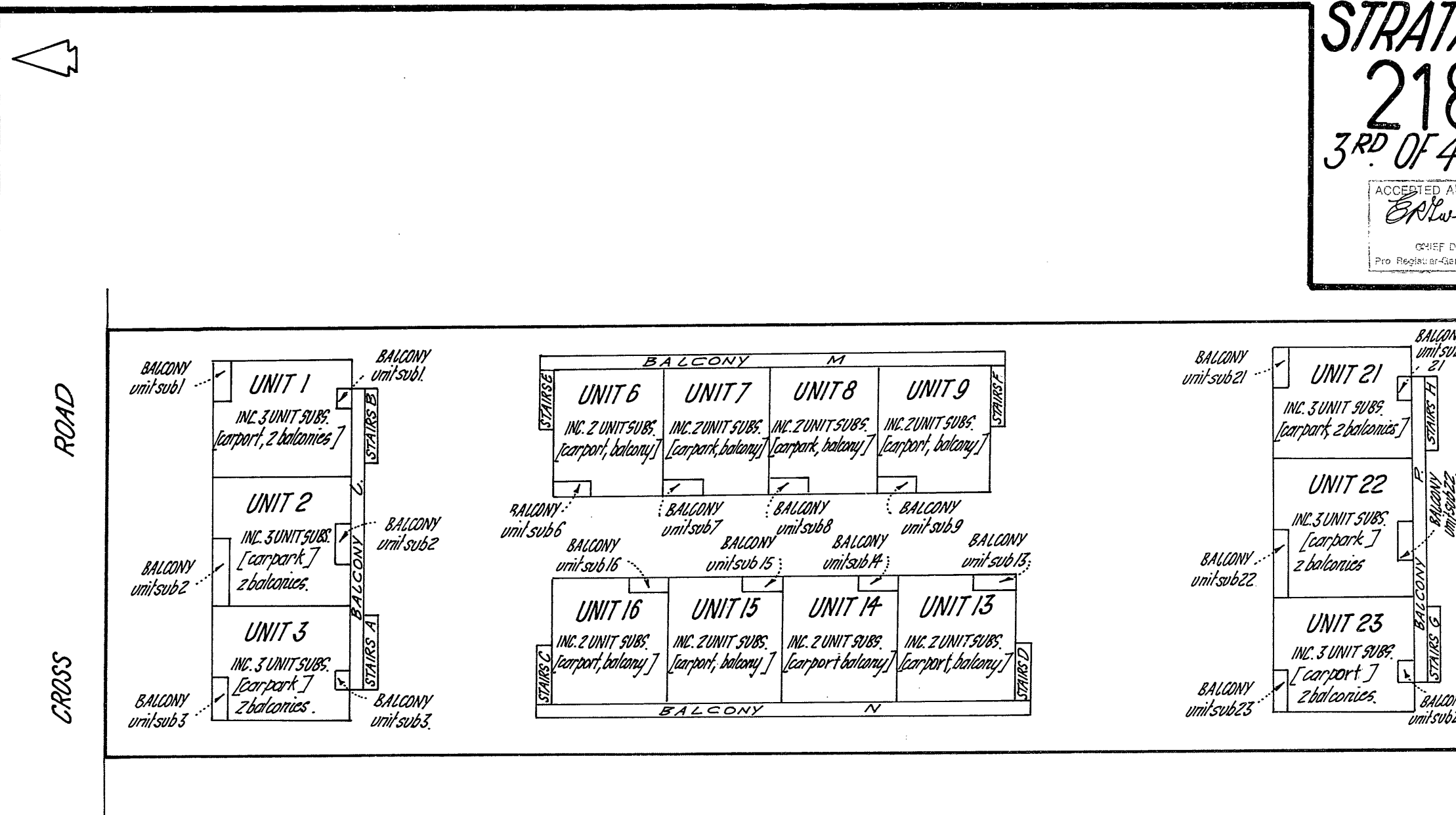


THE LOWER AND UPPER BOUNDARIES OF THE UNIT SUBSIDIARIES SHOWN AS CARPARKS ARE EXISTING GROUND LEVEL AND 3.00 METRES ABOVE SAME EXCEPT WHERE LIMITED BY THE EAVES OF THE EXISTING BUILDINGS.

JOHN C. BESTED
LICENSED SURVEYOR
23 KAPOOLA AVE., FELIXSTOW 5070
BH 3 37 4679
F. 5405.

STRATA PLAN 2182 3RD OF 4 SHEETS

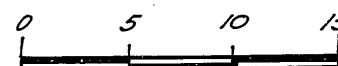
ACCEPTED AND DEPOSITED
ERLW
CHIEF DRAFTING OFFICER
Pro Registrar-General 9/9/1975



THE UPPER BOUNDARIES OF THE UNIT SUBSIDIARIES SHOWN AS BALCONIES
ARE LIMITED TO THE HEIGHT OF THE EAVES OF THE RESPECTIVE UNITS.


FIRST FLOOR PLAN

SCALE

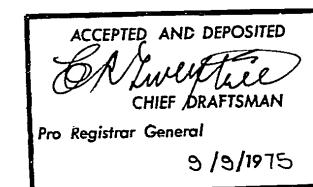


1:250 METRES.

JOHN C. BESTED
LICENSED SURVEYOR
23 KAPOOLA AVE., FELIXSTOW 5070
BH 327 6679
F. 5405

SCHEDULE OF UNIT ENTITLEMENT							
UNIT N ^o	UNIT ENTITLEMENT	CURRENT C's. of T.		UNIT N ^o	UNIT ENTITLEMENT	CURRENT C's. of T.	
		VOLUME	FOLIO			VOLUME	FOLIO
1	38			19	38		
2	52			20	38		
3	38			21	37		
4	38			22	45		
5	38			23	37		
6	35			24	38		
7	35			25	45		
8	35			26	43		
9	35						
10	37						
11	37						
12	37						
13	37						
14	37						
15	37						
16	37			AGGREGATE	1000		
17	38			COMMON PROPERTY			
18	38			Authenticated Vide Application N ^o 3788121			
AGGREGATE				 Pro Registrar General.			

STRATA PLAN
2182
4TH of 4 SHEETS



STATEMENT PURSUANT TO SECTION 41 OF THE STRATA TITLES ACT 1988



Date of Statement: 4 September 2024

Unit in respect of which the Statement is issued: **Unit 1, in Units Plan No. 2182**
located at **383 Cross Road, EDWARDSTOWN SA 5039**

Person requesting certificate: **Name: Sir/ Madam**
Address: Searchlight Technology

The Strata corporation certifies and furnishes the following with respect to the Unit:

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

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

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

Amount	Dates due
\$365.75	01 Jan 2024 to 31 Mar 2024 (<i>Paid</i>)
\$365.75	01 Apr 2024 to 30 Jun 2024 (<i>Paid</i>)
\$365.75	01 Jul 2024 to 30 Sep 2024 (<i>Overdue for payment</i>)
\$365.75	01 Oct 2024 to 31 Dec 2024 (<i>Not yet due</i>)

Amount owing	\$365.75
Interest due on unpaid levies	\$9.77
Amount in credit for prepaid levies	\$0.00

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

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

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

Amount	Dates due
\$95.00	01 Jan 2024 to 31 Mar 2024 (<i>Paid</i>)
\$95.00	01 Apr 2024 to 30 Jun 2024 (<i>Paid</i>)
\$95.00	01 Jul 2024 to 30 Sep 2024 (<i>Overdue for payment</i>)
\$95.00	01 Oct 2024 to 31 Dec 2024 (<i>Not yet due</i>)

Amount owing	\$95.00
Interest due on unpaid levies	\$16.50
Amount in credit for prepaid levies	\$0.00

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

Special contributions

Date due	Details	Determined	Amount due	Amount paid	Interest accrued*	Interest paid	Amount outstanding
01/05/2024	Painting Levy per 2023 &	05/12/2023	999.02	460.75	NIL	NIL	538.27
01/08/2024	Painting Levy per 2023 &	05/12/2023	999.02	NIL	13.96	NIL	1,012.98
*Interest to 04/09/2024			1,998.04	460.75	13.96	NIL	1,551.25

Particulars of Assets and Liabilities of the Corporation

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

Particulars of any Expenditure

(a) Incurred by the Corporation

As per the Minutes provided: Further, we were appointed as Managers in 2020, as such we take no responsibility for the accuracy of any information provided prior to our management.

(b) Resolved to be incurred to which the unit holder must, or is likely to be required to, contribute
As per the Minutes provided: Further, we were appointed as Managers in 2020, as such we take no responsibility for the accuracy of any information provided prior to our management.

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

Documents Supplied

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

Insurance policies

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

Policy No. SRSC2200656 Strata Community Insurance

4

Type: Strata Broker:

Premium: \$9,111.90 Paid on: 01/12/2022 Policy start date: 15/12/2023 Next due: 15/12/2024

Cover	Sum insured	Excess	Notes
Building	\$6,250,000.00	\$1,000.00	\$2,500 Water damage excess
Public Liability	\$30,000,000.00	\$1,000.00	
Fidelity Guarantee	\$100,000.00	\$1,000.00	
Voluntary Workers	\$200,000/\$2,000	\$1,000.00	
Office Bearers Liability	\$500,000.00	\$1,000.00	
Lot Owners' Fixtures & Improvements	\$300,000.00	\$1,000.00	
Govt. Audit Costs	\$25,000.00	\$1,000.00	
Legal Expenses	\$50,000.00	\$1,000.00	
Catastrophe	\$1,813,830.00	\$1,000.00	
Common Area Contents	\$60,461.00	\$1,000.00	
Appeal Expenses	\$100,000.00	\$1,000.00	

NOTE:

The information provided is accurate as at the date of this Statement and is not intended to be relied upon by any party other than the person who requested this Statement under Section 41 of the Act.

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

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

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

This Statement was prepared on behalf of Strata Corporation 2182 Inc by

Tony Johnson

Tony Johnson



74 Brighton Road, GLENELG SA 5045

STRATA CORPORATION NO. 2182 INC.
383 CROSS ROAD, EDWARDSTOWN SA 5039

DISCLAIMER – Stratarama Pty Ltd take no responsibility or liability for any missing, incomplete or otherwise incorrect information provided prior to our management, which we cannot control. The following is a summary of decisions and resolutions resolved by the Corporation. For precise wording the relevant minutes should be consulted.

AGM 2003

It was resolved by Special Resolution that the following installations and additions upon the Common Property and/or within unit subsidiaries be granted approval.

All approved work must comply with any Local Government requirements, use quality materials and be installed in a professional manner. All future maintenance costs and any damage or injury which may occur as a result of the approved installation or addition is the responsibility of the relevant unit owner.

LEVY ARREARS - Following an overview of the procedures followed to collect overdue levies it was resolved to adopt the following policies and procedures.

1. Interest on Overdue Levies

The Corporation will charge owners interest on all levies outstanding for in excess of 30 days. The rate is set at 15% per annum calculated daily.

2. Accounting Fees

In accordance with the Management Agreement owners are to be charged an accounting fee set by the Body Corporate Manager if a reminder notice and / or debt collection notice is sent to an owner or their agent.

3. Debt Collection

That the Body Corporate Manager is authorised to proceed on behalf of the Corporation with any necessary action, including legal action, to recover all outstanding monies.

4. Costs

All related costs associated with the recovery of any outstanding monies will be the responsibility of the relevant unit owner and as such will be recovered from that unit owner.

AGM 2005

BUILDING MAINTENANCE - All corporation owners are advised that it is their responsibility to keep their property in good repair, and that the Strata Corporation will not be responsible for fixing maintenance problems which are caused through neglect. For example, if an external door frame is allowed to deteriorate to the point where it needs to be replaced but could have been repaired if attended to earlier.

This will protect the investment of all unit owners and prevent costly repairs and maintenance.

EXTERNAL DOORS - It was resolved that for units external door repairs and replacement be the cost of the individual unit owner rather than the corporation. The external appearance of the door is to remain as existing and repainting will be undertaken on a Corporation basis along with all doors when due.

TV ANTENNAS - It was resolved that individual unit owners may install TV antennas within the roof space at their cost.

BALCONIES - All unit owners are reminded that drying of clothes hung over the balustrade is prohibited at this corporation along with storage of rubbish on balconies. Can all owners inspect their property to see their occupants are not in breach of the Act.

AGM 2006

AIR CONDITIONERS

It was noted that the Air Conditioners that had been installed in Units 1,3,17 & 24 without approval had not been removed, It was resolved that the Body Corporate Manager write a 2nd letter to these owners requesting the removal of these Air Conditioners.

It was further resolved that if these were not removed by the Owners the Corporation may have these removed at the owners expense in accordance with the Strata titles Act.

AGM 2007

UNIT 15 FLUE - It was resolved that the owners of Unit 15 be granted approval to install a Flue on the least visible side of the roof.

PET APPROVAL- It was resolved that the owners of Units 15 & 17 be granted approval to keep a Micro-chipped, De-sexed cat at their Unit's. These cats are to remain predominantly in the approved Units.

UNIT 15 PAINTING - It was resolved that the Owners of Unit 15 be granted approval to repaint the Doors & Windows, this is to be in accordance with the existing colours at the property.

MESH AWNINGS - It was resolved that all owners be granted approval to install an Awning at the Balcony of their Unit, this is subject to the following.

The Awning must be **Mesh** and be of **Beige Colour on both sides** , The Awning must be fixed from the Roof to the balcony so as not to obstruct the common walk way in any way what so ever . Any owners installing an Awning are responsible for the upkeep of this Awning.

SATELITE DISHES - It was resolved that an owner may erect a satellite dish at the Units Subject to the following.

The dish is for the receipt of Pay T.V, There will only be a total of 2 Dishes per building,, the Pay T.V supplier's dish can be accessed by all owners in that building. It is the responsibility of the owner to ensure that the above criteria is met by the supplier prior to installation.

FLY SCREENS - It was resolved that all owners be granted approval to install Fly Screens at their Units these are to be Beige in keeping with Unit 1.

LEVY ARREARS - Following an overview of the procedures followed to collect overdue levies it was resolved to adopt the following policies and procedures.

AGM 2008

BALCONY LIGHT - It was resolved that approval be granted for the owner of unit 15 to install an appropriate low wattage outside light to their balcony. This is not to be connected to the common power supply.

BALCONY & FRONT LIGHT - It was resolved that approval be granted for the owner of unit 23 to install an appropriate low wattage outside light to their balcony and the front of their unit. This is not to be connected to the common power supply.

AGM 2009

SECURITY SCREEN DOORS – The issues of the maintenance of the screen doors at the Corporation was discussed and it was resolved that in future all repairs / replacements will be the responsibility of the unit owner. Any repairs or replacement must ensure that the designed colour of the screens must be the same as the existing screens, if the design or colour is no longer available the matter is to be referred to the Corporation for its consideration.

WINDOW SCREENS – The issue of the maintenance of the window screens at the corporation was discussed and it was resolved that in the future all repairs / replacements will be the responsibility of the unit owner. Any repairs or replacement must ensure that the design and colour of the screens are the same as the existing screens, if the design or colour is no longer available the matter is to be referred to the Corporation for its consideration.

AWNINGS – The issue of the maintenance of the awnings at the corporation was discussed and it was resolved that in the future all repairs / replacements will be the responsibility of the unit owner. Any repairs or replacement must ensure that the design and colour of the awnings are the same as the existing awnings, if the design or colour is no longer available the matter is to be referred to the Corporation for its consideration.

ROLLER SHUTTERS – The issue of the maintenance of the roller shutters at the corporation was discussed and it was resolved that in the future all repairs / replacements will be the responsibility of the unit owner. Any repairs or replacement must ensure that the design and colour of the shutters are the same as the existing shutters, if the design or colour is no longer available the matter is to be referred to the Corporation for its consideration.

TILES ON PARCHES / BALCONIES – The issue of the maintenance of the tiles of the balconies / porches at the corporation was discussed and it was resolved that in the future all repairs / replacements will be the responsibility of the Corporation. Any repairs or replacement must ensure that the design and colour of the tiles are the same as the existing tiles, if the design or colour is no longer available the matter is to be referred to the Corporation for its consideration.

STRATA DIRECTORY – Owners authorised the Body Corporate Manager to provide the information concerning their personal particulars as contained in the corporation Directory with other owners and Corporation contractors.

FAILURE TO NOTIFY CHANGE OF CONTACT DETAILS – Following an overview of the procedure it was resolved to authorise the Body Corporate Manager to conduct a search for owners who have failed to notify the Corporation of their change of contact details. It was further resolved that in accordance with the management agreement owners are to be charged a fee(s) as set by the Body Corporate Manager.

FINANCIAL CHARGES – It was resolved that in the event that an owners' payment to the Body Corporate is reversed, that any bank fees and / or Body Corporate Managers' fees would be recovered from the relevant owner.

LEVY ARREARS – Following an overview of the procedures followed to collect overdue levies it was resolved to adopt the following policies and procedures.

1. Interest on Overdue Levies
The Corporation will charge owners interest on all levies outstanding for in excess of 30 days. The rate is set at 15% per annum calculated daily.
2. Accounting Fees
In accordance with the Management Agreement owners are to be charged an accounting fee set by the Body Corporate Manager if a reminder notice and / or debt collection notice is sent to an owner or their agent.
3. Debt Collection
That the Body corporate Manager is authorised to proceed on behalf of the corporation with any necessary action, including legal action, to recover all outstanding monies.
4. Costs

All related costs associated with the recovery of any outstanding monies will be the responsibility of the relevant unit owner and as such will be recovered from the unit owner.

MANAGEMENT COMMITTEE – It was resolved to elect a management Committee consisting of 4 members, that have the authority to approve and proceed with maintenance works up to the sum of \$5,000.00.

AGM 2011

NBN; NATIONAL BROADBAND NETWORK – It was resolved by Special Resolution that the Corporation approve a connection to the NBN being installed when available to the building for each unit to connect to at their own expense.

All approved work must comply with any Local Government requirements, use quality materials and be installed in a professional manner. All Future maintenance costs and any damage or injury which may occur as a result of the approved installation or addition is the responsibility of the relevant unit owner.

PET APPROVAL – The Body Corporate Manager tabled a letter from the current owners of unit 19, requesting permission for a purchaser to have two indoor pet cats, for the sale of the unit to proceed.

After discussion, it was resolved that unit 19 is approved to have two indoor cats subject to;

1. The cats may be kept for the term of their natural life
2. Any future pets require prior permission from the Corporation
 - a. Permission granted for only one pet cat in the future unless resolved otherwise at a meeting
3. The owner is liable for any noise which is disturbing to an extent which is unreasonable and for any damage to or loss of property or injury to any person caused by the pet.
4. The owner be responsible for cleaning up after the pet has used any part of another unit or any part of the common property.
5. All pets must be securely housed in the unit.
6. All pets must be kept inside overnight.

DISBURSMEENTS / CORRESPONDENCE TO OWNERS – The Body Corporate Manager advised the meeting that disbursement charges could be reduced if Owners elected to have noticed distributed by email.

NON ATTENDANCE AT ANNUAL GENERAL MEETINGS – As the Corporation struggles to gain a quorum for meetings it was resolved that the cost involved in calling an adjourned meeting will be charged to the Lat owners who fail to attend the meeting or forward a proxy form.

AGM 2013

LEVY ARREARS – Following an overview of the procedures followed to collect overdue levies it was resolved to adopt the following policies and procedures.

1. Interest on Overdue Levies
The Corporation will charge owners interest on all levies outstanding for in excess of 30 days. The rate is set at 15% per annum calculated daily.
2. Accounting Fees
In accordance with the Management Agreement owners are to be charged an accounting fee set by the Body Corporate Manager if a reminder notice and / or debt collection notice is sent to an owner or their agent.
3. Debt Collection

That the Body corporate Manager is authorised to proceed on behalf of the corporation with any necessary action, including legal action, to recover all outstanding monies.

4. Costs

All related costs associated with the recovery of any outstanding monies will be the responsibility of the relevant unit owner and as such will be recovered from the unit owner.

5. Any arrears exceeding 75 days; the Body Corporate Manager will contact the Presiding Officer or another Office Bearer, and confirm further directions regarding further action including legal action.

AGM 2014

APPROVALS & POLICIES – All approved work must comply with any Local Government requirements, use quality materials and be installed in a professional manner. All future maintenance costs and any damage or injury which may occur as a result of the approved installation or addition is the responsibility of the relevant unit owner.

DOG POLICY - To resolve that the corporation agrees that no dogs are to be kept at the Corporation. Vote; YES 8, NO 0, ABSTAIN
Motion Carried

AGM 2018

FRONT DOOR UNIT 5 – Motion tabled; That permission be granted for a new front door, in keeping with the strata guidelines and colour scheme. Motion Carried

AIR CONDITIONER UNIT 5 – Motion tabled; that permission be granted for a new front door, in keeping with strata guidelines and colour scheme. Motion Carried

INDOOR CATS UNIT 5 – Motion tabled; that permission be granted on behalf of the tenant to keep two microchipped, de-sexed indoor only cats. Motion Carried

Note: It was discussed and agreed that cats are to be on a leash when outdoors. If any unit is considering a pet, approval must be sought first from the Corporation.

PROPOSED MAINTENANCE POLICY – Motion tabled; that the Corporation adopt the following maintenance procedures to assist in expediting repairs;

- a) The Corporation authorise the following maintenance procedures to assist in expediting repairs to proceed where costs are less than \$500 to \$600 or; repairs are of an emergency and / or essential nature, and for an Office Bearer to be informed of any required actions.
- b) Unless alternative instructions are resolved at a general meeting of the corporation;
 - The Corporation's preference is for 2 quotes for general repairs of \$500.00 to \$2,000.00, noting Office Bearers are authorised to engage a contractor when the first quote is presented.
 - The Corporation's preference is for 3 quotes for any general repairs exceeding \$2,000.00
- c) All quotes are to be made available to Office Bearers at the earliest opportunity for a decision, and where a General Meeting has approved for maintenance works to proceed;
 - The Manager is authorised to select the most suitable quote & arrange repairs, should instructions have not been received from an Office Bearer within a determined period of the General Meeting, or 30 days of quotes presented. Motion Carried

AGM 2021

Washing on Balconies

Members discussed the current situation regarding washing. It was agreed that no washing is to be hung on balconies. No permanent lines are to be affixed to balcony areas for hanging washing. Members agreed that Units be permitted to utilise a small clothes horse for hanging washing provided it was not left outside permanently, and used purely to dry and then bring in washing as desired by residents. No washing or clothes horses are permitted to block walkways. Carried.

It was further noted that several washing lines require restringing, and the Manager was asked to obtain a quote for these works.

AGM Dec 2021

- **Pets:** The owner of unit 4 has requested approval to have 2 strictly indoor cats. Approved unanimously by all Owners present with no dissenting votes.
- **Pets:** The owners of unit 17 requested approval that their tenant be allowed to have a 100% inside kitten.. Approved unanimously by all Owners present with no dissenting votes.
- **Air-conditioner:** The owner of unit 4 requested approval to have 2 outdoor units mounted directly behind the wall on feet on the ground to hide from view. To be similar in look/style to an existing air-conditioner at one of the other units. Approved unanimously by all Owners present with no dissenting votes.
- **NBN:** The owners of unit 17 requested approval to relocate the entry point from the 2nd bedroom wall, to the kitchen. The owners, own and operate a business that has qualified sub-contractors who they wish to make these adjustments, at their own expense. Approved unanimously by all Owners present with no dissenting votes.

ARTICLES OF STRATA CORPORATION - (Strata Titles Act, 1988 - Schedule 3)

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;
 - (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;
 - (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 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 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 the outside of 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 cause 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; **AND**
 - (b) any change in the occupancy of the Unit.

Balance Sheet

As at 04/09/2024

Strata Corporation 2182 Inc

383 Cross Road, EDWARDSTOWN SA 5039

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	11,305.42
Owners Equity--Admin	58,958.56
	<u>70,263.98</u>
Sinking Fund	
Operating Surplus/Deficit-- Sinking Fund	50,911.31
Owners Equity-- Sinking Fund	30,636.38
	<u>81,547.69</u>
Net owners' funds	<u><u>\$151,811.67</u></u>
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	68,634.80
Receivable--Levies--Admin	5,709.98
Receivable--Other--Admin	42.35
Receivable--Owners--Admin	44.00
	<u>74,431.13</u>
Sinking Fund	
Cash at Bank- Sinking Fund	56,563.76
Receivable--Levies-- Sinking Fund	1,483.10
Receivable--Levies (Special)-- Sinking Fund	12,808.47
Investment - Sinking - Sinking	11,457.75
	<u>82,313.08</u>
Unallocated Money	
Cash at Bank--Unallocated	22.52
	<u>22.52</u>
Total assets	<u>156,766.73</u>
Less liabilities	
Administrative Fund	
Creditors--Other--Admin	1,220.39
Prepaid Levies--Admin	2,946.76
	<u>4,167.15</u>
Sinking Fund	
Prepaid Levies-- Sinking Fund	765.39
	<u>765.39</u>
Unallocated Money	
Prepaid Levies--Unallocated	22.52
	<u>22.52</u>
Total liabilities	<u>4,955.06</u>
Net assets	<u><u>\$151,811.67</u></u>

Income & Expenditure Statement for the financial year to 04/09/2024

Strata Corporation 2182 Inc

383 Cross Road, EDWARDSTOWN SA 5039

Administrative Fund**Current period**

01/10/2023-04/09/2024

Revenue

Interest on Arrears--Admin	50.33
Levies Due--Admin	38,499.88
Reimbursed Funds	(17.92)
<i>Total revenue</i>	<u>38,532.29</u>

Less expenses

Admin-- Insurance Claim	1,000.00
Admin--Agent Communication & info	943.80
Admin--ATO Public Officer--Taxation Services	132.00
Admin--Auditors--Audit Services	286.00
Admin--Bank Charges--Account Fees	10.35
Admin--Contractor Compliance Check	92.00
Admin--Income Tax Returns--Admin	110.00
Admin--Legal & Debt Collection Fees	590.70
Admin--Management Fees--Standard	4,775.71
Admin--Meeting Fee-Evening	205.00
Admin--Meeting Room Expenses	100.00
Insurance--Premiums	13,031.87
Maint Bldg--General Repairs	462.00
Maint Bldg--Pest/Vermin Control	1,076.39
Maint Bldg--Plumbing & Drainage	396.00
Maint Grounds--Lawns & Gardening	2,545.40
Utility--Electricity	1,469.65
<i>Total expenses</i>	<u>27,226.87</u>

Surplus/Deficit11,305.42

Opening balance 58,958.56

Closing balance\$70,263.98

Sinking Fund**Current period**

01/10/2023-04/09/2024

Revenue

Interest on Arrears-- Sinking Fund	187.04
Interest on Investments-- Sinking Fund	134.27
Levies Due (Special)-- Sinking Fund	78,870.00
Levies Due-- Sinking Fund	10,000.00

<i>Total revenue</i>	<hr/> 89,191.31
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Less expenses

Maint Bldg--Driveways maintenance/repairs	6,600.00
Maint Bldg--General Repairs	31,680.00

<i>Total expenses</i>	<hr/> 38,280.00
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Surplus/Deficit

50,911.31

Opening balance	30,636.38
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Closing balance

\$81,547.69

MINUTES OF THE EXTRAORDINARY GENERAL MEETING

STRATA CORPORATION 2182 inc

CORPORATION ADDRESS: 383 Cross Road, EDWARDSTOWN, SA, 5039

DATE: Friday 12 August 2022

TIME: 12:00 PM

VENUE: Online only

PRESENT:

Lot 1	Mr Trafford Csorba	Electronic vote
Lot 2	Mr Samuel Webster	Electronic vote
Lot 3	Michael A & Angela Clissold	Electronic vote
Lot 4	Ms Julia Pinczel	Electronic vote
Lot 5	T A Black	Electronic vote
Lot 8	Julia Rose Lepre	Electronic vote
Lot 9	Mr Christopher & Mrs Virginia Castine	Paper vote
Lot 10	R J Manuel	Electronic vote
Lot 13	Mr Shane & Kristy Rosie	Electronic vote
Lot 14	Mr Paul & Mrs Paula Bozzetti	Electronic vote
Lot 16	Ram Bhupalreddy Vemireddy	Electronic vote
Lot 17	Gregory Scott Fletcher-Harriss and Anje Mara Hoy	Electronic vote
Lot 21	Ms Andrea J Thomas	Electronic vote
Lot 22	Mr Brian & Mrs Anne Castine	Electronic vote
Lot 23	Ms Bernadette Kerr	Electronic vote

PRESENT BY PROXY:

IN ATTENDANCE: Tony Johnson representing Stratarama Pty Ltd.

GUESTS:

APOLOGIES:

PROCEEDINGS

QUORUM: A quorum was declared with 15 of 26 units attending.

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

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

1. **Appointment of a Chairperson**

It was resolved that the strata manager act as the secretary for this meeting, chair and record the minutes. Including confirmation of attendance and quorum, and declaration of any interests.

Motion CARRIED.

2. **Acceptance of Previous Minutes**

It was resolved that the minutes of the last meeting held by the group were resolved as a true and correct record of the meeting.

Motion CARRIED.

3. **Strata - Garden Upgrade**

COMMON GARDEN

The Committee has worked on obtaining a scope and quote for works to tidy and set up the common grounds, since the previous AGM. The Committee has obtained the attached quote of \$4,716.76 including GST and provided the attached mud map indicating the locations of the works proposed. The Committee has unanimously agreed to the quote, scope and outline provided and now seeks confirmation from Members to proceed. Breakdown as follows:

The hedges will be the same hedges as currently planted in the driveway – 'Muraya' and the tree will be an ornamental such as Eastern Redbud or Weeping Birch (Standard). Availability of the trees are subject to change dependant on the timing of the upgrade. As only two trees are required these should be easily sourced at the time.

Please note no underplanting beneath the trees is proposed at this time.

As per the quote provided by Jigs Services, the Contractor will require the use of at least two car parks during the upgrade. Empty car parks would need to be utilised and we ask for patience and understanding so that these works may be achieved. Ample notice will be provided and any inconvenience minimised.

It was resolved that the quote from Jigs Services (QU-0159) be accepted and actioned asap with costs paid from the existing Sinking funds held.

Motion CARRIED.

4. **Meeting Closure**

That the meeting be closed at 12.30pm.

MINUTES OF THE ANNUAL GENERAL MEETING
STRATA CORPORATION NO. 2182 INC.
ADDRESS: 383 CROSS ROAD, EDWARDSTOWN SA 5038

Meeting held on: Tuesday 5th December 2023
Time of meeting commencement: 6:00 PM
Meeting held at: Mitchell Park Neighbourhood Centre
139-159 Bradley court, Mitchell Park

PRESENT:

Mr T Csorba	UNIT 1
Mr M & Mrs A Clissold	UNIT 3
Ms Julia Pinczel	UNIT 4
Mr T A Black	UNIT 5
Rick Manuel	UNIT 10
Mr P & Mrs P Bozzetti	UNIT 14
G Fletcher-Harris & A Hoy	UNIT 17
Ms Andrea Thomas	UNIT 21

PROXIES:

Mr & Mrs Mitrovic to the rep. of Stratarama	UNIT 7
Mr C & Mrs V Castine to the rep. of Stratarama	UNIT 9
Grant Milich & Robin Milich to the rep. of Stratarama	UNIT 11
Mr S & K Rosie to the rep. of Stratarama	UNIT 13
R Vemireddy to the rep. of Stratarama	UNIT 16
Mr B & Mrs A Castine to the rep. of Stratarama	UNIT 22
Bernadette Kerr to the rep. of Stratarama	UNIT 23
Mrs A Radzik to the rep. of Stratarama	UNIT 26

IN ATTENDANCE: Mr Tony Johnson representing Stratarama Pty Ltd.

PROCEEDINGS

QUORUM: The Manager declared that a quorum was in attendance at this meeting, by way of attendance and/or proxy. 16 of 26 units represented in person or by proxy.

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

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

1. **Chair:**

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

MOTION CARRIED

2. **Acceptance of Previous Minutes:**

It was resolved that the Minutes of the last meeting held by the group be accepted as a true and correct record of the meeting.

MOTION CARRIED

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

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

That the Statement of accounts for the financial period ending 30th September 2023 were circulated to Members for review. These financial reports were accepted by Members.

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

MOTION CARRIED

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

It was resolved that:

- Stratarama Pty Ltd and/or their Nominee be appointed to assist the Corporation with management services. These services are those delegated as per the **Strata Title Act 1988**.
- Stratarama be remunerated by a primary annual management fee of \$5,255.40 inclusive of GST.
- Stratarama be remunerated for other service fees as outlined in the management agreement. The Presiding Officer is authorised to sign this agreement.
- The appointment be made for a period of 12 months from the date of this meeting and that upon expiry, management will continue on a month by month basis until the next meeting or the delegation of powers is revoked.
- Anthony Johnson be appointed as Public Officer to act on behalf of the group in all taxation related matters.
- The services provided by Stratarama Pty Ltd are in accordance with the **Strata Titles Act 1988 –section 23 (6)** and per the details outlined in the explanatory pamphlet (available from stratarama.com.au and by direct request of the Member)

MOTION CARRIED

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

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

- | | | |
|----------------------|------------------|---------|
| • Presiding Officer: | Michael Clissold | Unit 3 |
| • Treasurer: | Paula Bozzetti | Unit 14 |
| • Secretary: | Ange Clissold | Unit 3 |

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

- | | | |
|-----------------------------------|---------------------------|---------|
| • All Office Bearers listed above | | |
| • Committee Members: | Helena Black rep. T Black | Unit 5 |
| | Julia Pinczel | Unit 4 |
| | Paul Bozzetti | Unit 14 |
| | Andrea Thomas | Unit 21 |
| | Trafford Csorba | Unit 1 |

MOTION CARRIED

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

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

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

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

Insurance Policy Breakdown:

Building Cover:	\$6,046,100.00	
Common Area Contents:	\$60,461.00	
Public/ Legal Liability:	\$30,000,000	
Office Bearers Cover:	\$500,000	
Catastrophe Cover:	\$1,813,830	
Fidelity Guarantee Cover:	\$100,000	
Flood Inclusion Cover:	Included, refer Policy details	
Excess:	\$1,000 on all claims	\$2,500 on water related claims
Last Valuation report:	\$5,870,000	Dated: Mar 2021
Current Insurer:	SCI	Term: 15 th Dec 2023

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

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

Standing Direction: To ensure compliance of current legislation, the Corporation agree to grant a standing direction to Stratarama Pty Ltd to renew the Corporation insurance (including obtaining quotes and changing Insurers) per direction of the Members at a meeting of the Corporation, or as instructed by the Office Bearers where empowered to do so. It is noted that Stratarama Pty Ltd may receive a commission for placing your insurance of up to 20%. Any commissions payable to Stratarama are disclosed in our management agreement.

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

Insurance Decision: Members present voted to increase the building sum insured to \$6,250,000 and retain all other covers. **MOTION CARRIED**

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

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

Should Unit Owners require contents or Landlord protection policies privately, Stratarama is pleased to provide the following links as options for you. There is no obligation at all to use these services and are provided only as an option for you to research independently as services also provided by CHU.

Landlords Link: https://my.chu.com.au/stratarama_landlords

Contents Link: https://my.chu.com.au/stratarama_contents

The provision of these links represents general advice and does not take into account any specific financial situations, objectives or needs of an individual or Body Corporate/ Strata Corporation. Before you make any decision about whether to acquire a certain product, you should read the relevant product disclosure statement, policy wording and/or consult your Insurer.

7. General Business / Maintenance:

Roofing: Roof repairs are to now be undertaken in 2023 and will be paid for entirely by the funds already held by the group. No additional funds to be raised for the roof works. Quote for these works was circulated at the meeting to members present totaling \$31,680 for flashing and lead work repairs.

- a) **Washing Line:** The owner of unit 3 has reported damage to the external washing line frame per images attached. These works were completed by committee members prior to the AGM.
- b) **Store Room:** It had been raised that the store room is filled with personal items that are unboxed, bulk food items and liquid per images attached. Members to discuss management of this space. Circulated to owners prior to the AGM was I proposed storeroom policy. After some discussion between members present it was agreed that there were concerns in relation to the storage of food and flammable items in particular in these storerooms. It was agreed that the committee would install a sign on the door to the storerooms to advise that all items after a set period of time would be removed from the storeroom if not properly boxed labelled and stored. Members agreed that the storeroom policy was appropriate and that after a period of three months all items not boxed or labelled would be disposed of and that's the locks to the store and doors would be replaced with keys only made available to unit owners. The unit owners will be responsible for whom has possession of those keys. Store room policy should be made available to all owners. Members mentioned concerns that the amount of food and cooking materials stored in the storerooms could indicate a commercial kitchen operating from one of the units. It is to be made clear to members back units should not be used for commercial use and in particular such waste as oils should not be disposed of in communal drains.
- c) **Concrete Paving:** Members discussed the concrete paving in some areas where it is uneven. Corporation Members advised the manager that cracks and breaks in the concrete are mostly appearing towards the back of the units with some chunks missing discussion in respect to cutting sections and patching was had with owners determining that the main area of concern is where the water drains into the back section at the left hand side of the rear roundabout. Members present advise to the manager to seek some quotes for the rectification of the worst sections and for the committee to be permitted so approve a cost for repairs up to a limit of \$5000. Quotes over this price would be referred back to all owners for voting.
- d) **Traffic Calming Speed Humps:** Members discussed that one of the speed hump sections is loose and the reflective paint being worn. Upon discussion members advised that it would appear to be a minor repair to re affix and potentially bolt down the areas that are loose it was a grade the contractor would be instructed to undertake these minor repairs, the manager to arrange.
- e) **Irrigation:** The irrigation system on the rear section of the site had been switched off due to pipe being detached. These works were completed by the regular grounds contractor prior to the AGM.
- f) **Painting Quotes:** Per the previous meeting minutes, 3 quotes had been obtained for painting works. If the BTS quote was agreed on, a revised quote will need to be obtained from that Contractor.

Members discussed the revised pricing from Adelaide commercial painters and also then you quote obtained from the presiding officer from O'Ryan and their separate pricing obtained for scaffolding. The O'Ryan pricing was and you quote and the presiding officer advised that he would abstain from voting on the basis that he was familiar with this trade. The O'Ryan quotation was deemed to be more acceptable to the members present based on pricing with a view that despite the need for a revised price if works were to be undertaken in 2024 that the group would hopefully be able to undertake the works within the budget presented at the last AGM 2022. Whilst this budget was discussed at the previous meeting the levies for that work have not yet been raised as the group at the 2022 AGM agreed that the levies would only commence being raised at the point where members had approved a particular trade. At this AGM the members agreed to push ahead with O'Ryan' Was as the preferred contractor and for a revised quote to be sought early in 2024 with comment to the contractor that these works could be undertaken in the spring or late summer of 2024.

It was agreed that the manager would now raise the levies detailed in the 2022 AGM minutes however the total of these levees would be broken down over three separate quarterly periods the first quarter will fall due on the 1st of February and then two more quarters thereafter. These dates have been set to provide some space from the standard quarterly levies which fold you first of January.

At the 2022 AGM, the group voted to approve a one-off levy for painting, per the schedule which appeared in those minutes to raise approx. \$78,000 once painter was selected. At this 2023 Meeting it was agreed now to raise that levy, over three quarters in order to raise over a period of time.

EXTRACT 2022 Minutes Below

- a. **Painting:** At the last AGM the manager was requested to obtain quotes for painting. These were obtained earlier in the year and distributed for discussion and voting. Members noted that repainting has been on the meeting agenda since 2013. After discussion it was agreed that the Painting be narrowed to ACP and BTS (quotes provided). It was agreed that the Manager would contact both Contractors and ask for:
1. A revised current pricing
 2. An approx. start date if scheduled for late 2023

After discussion Members voted on raising a levy to cover predominant costs of the quoted works. It was noted that including the Investment account, the group holds approx. \$22,000 in sinking funds, of which some can potentially be put towards the works. The two quotes discussed were both in approx. \$80,000 or over including gst.

After discussion it was agreed to call a Levy \$78,870 total to be raised in 2023 once an anticipated start date is known. This figure equates to the below breakdown per unit.

Lot No.	Sinking Fund
1	2,997.06
2	4,101.24
3	2,997.06
4	2,997.06
5	2,997.06
6	2,760.45
7	2,760.45
8	2,760.45
9	2,760.45
10	2,918.19
11	2,918.19
12	2,918.19
13	2,918.19
14	2,918.19
15	2,918.19
16	2,918.19
17	2,997.06
18	2,997.06
19	2,997.06
20	2,997.06
21	2,918.19
22	3,549.15
23	2,918.19
24	2,997.06
25	3,549.15
26	3,391.41
Totals	\$78,870.00

MOTION CARRIED

The levy Totals above will now be divided into three quarterly payments, per below commencing:

1st Feb, 1st May & 1st August 2024.

Description: Painting Levy (3 quarterly payments) per AGM 2023 Levy determination date: 05/12/2023

Unit No.	Unit Entitlement	Administrative Fund	Sinking Fund
1	38.00	0.00	999.02
2	52.00	0.00	1,367.08
3	38.00	0.00	999.02
4	38.00	0.00	999.02
5	38.00	0.00	999.02
6	35.00	0.00	920.15
7	35.00	0.00	920.15
8	35.00	0.00	920.15
9	35.00	0.00	920.15
10	37.00	0.00	972.73
11	37.00	0.00	972.73
12	37.00	0.00	972.73
13	37.00	0.00	972.73
14	37.00	0.00	972.73
15	37.00	0.00	972.73
16	37.00	0.00	972.73
17	38.00	0.00	999.02
18	38.00	0.00	999.02
19	38.00	0.00	999.02
20	38.00	0.00	999.02
21	37.00	0.00	972.73
22	45.00	0.00	1,183.05
23	37.00	0.00	972.73
24	38.00	0.00	999.02
25	45.00	0.00	1,183.05
26	43.00	0.00	1,130.47
	1,000.00	\$0.00	\$26,290.00

- g) **Site Cleaning:** Members briefly discussed parking bays which are stained with oil/grease. It was agreed to defer any further works.
- h) **Blocked Drains:** Members discussed an ongoing issue with blocked drains. This discussion took place whilst members also discussed the storeroom foods and also mentioned the noise of chopping and cooking late into the evening along with cooking smells throughout the property. Members felt that ongoing issues with blocked drains may relate to the possible pouring of oils and food waste into communal external drains as discussed above the manager will write to all members to cease these matters.
- i) **Box Hedges:** Members discussed the box hedges due to pruning being uneven. Members of the committee present advised owners that this had been raised with the current Gardener and others with feedback being not prune at this time and allow them to grow. In addition it was noted that the stakes for the trees could now also be removed and not trimmed at this time. The treasurer will continue to work with the gardener on matters in relation to the ongoing maintenance of the grounds.

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

8. **Administrative Fund Budget:**

The budget for the coming period was presented by the Manager. It was resolved that the proposed budget be accepted with contributions being set annually at **\$38,500 (retained)**. Manager noted that higher premiums had been accepted imposed upon the group despite alternative quotes obtained. The group acknowledged that whilst there was some leeway in certain areas of the budget there now appeared a shortfall of substantial amount allocated to the insurance premium for this year and did not provide sufficient allowance for a premium in 2024. Despite this it was agreed not to alter the budget to make allowances for this premium increase and to retain this year's levies back 2022 rates. This decision was made on the basis that for the next three quarters members would have to pay an additional levy towards painting works as discussed above but acknowledged that at the 2024 AGM allowances for the administration account would need to be amended. Contributions will be raised quarterly according to unit entitlement, as per the budget schedule. If the costs met by the Corporation in this period is less than the projected budget, the surplus funds will be carried over for future maintenance costs. Members advised that they would review the contributions better at the next AGM once ongoing regular maintenance was better known.

MOTION CARRIED

9. **Sinking Fund Budget:**

The Manager advised that under existing legislation, any Corporation consisting of 7 units or more must undertake a sinking fund analysis for non-recurrent expenses which may be incurred. This analysis should forecast the upcoming 3 years for groups of 7+ units and 5 years for groups of 20 or more. The budget for the coming period was presented by the Manager. It was resolved that the proposed budget be accepted with contributions being set **annually at \$10,000 (retained)**.

MOTION CARRIED

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

Levies Due: Levies will fall due on the following dates- 1st of January 24, 1st of April 24, 1st of July 24, 1st of October 24.

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

11. Levy Arrears/ Recovery of Overdue Contributions:

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

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

Overdue notices are charge to the Owner as follows: a) Stage 1 Debt recovery reminder \$11.00 inc gst

b) Stage 2 Debt recovery reminder \$22.00 inc gst c) Stage 3 Debt recovery reminder \$33.00 inc gst

MOTION CARRIED

12. Policies:

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

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

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

Current policies and Resolutions: It was agreed that over the year the Committee would look at all the existing resolutions in place and review them individually, providing recommendations on any potential updates to the existing, which would then be placed on the agenda for the AGM for voting by all Members.

13. Approvals Sought:

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

No approvals were sought at this meeting.

14. Any Other Business:

No further business was discussed.

General Notes:

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

15. Next Scheduled Meeting:

The next AGM for your Corporation is scheduled to be held at 6.00pm on or around Tuesday the 5th of November 2024. The meeting is tentatively to be held at the offices of Stratarama in Glenelg.

16. Meeting Closure:

There being no further business, attendees were thanked for their presence and the meeting declared closed at 7.20pm.

MINUTES OF THE ANNUAL GENERAL MEETING
STRATA CORPORATION NO. 2182 INC.
ADDRESS: 383 CROSS ROAD, EDWARDSTOWN SA 5038

Meeting held on: Wednesday 23rd November 2022
Time of meeting commencement: 6:00 PM
Meeting held at: Mitchell Park Neighbourhood Centre
139-159 Bradley court, Mitchell Park

PRESENT:

Mr T Csorba	UNIT 1
Mr M & Mrs A Clissold	UNIT 3
Ms Julia Pinczel	UNIT 4
Mrs H Black rep. Mr T A Black	UNIT 5
Mr P & Mrs P Bozzetti	UNIT 14
G Fletcher-Harris & A Hoy	UNIT 17
Ms Andrea Thomas	UNIT 21
Mr B & Mrs A Castine	UNIT 22
Mrs A Radzik	UNIT 26

PRESENT BY PROXY:

Mr T A Black proxy to Mrs H Black	UNIT 5
Mr & Mrs Mitrovic proxy to the rep. of Stratarama	UNIT 7
Mr C & Mrs V Castine proxy to Mr C Castine	UNIT 9
Mr S & K Rosie proxy to the rep. of Stratarama	UNIT 13
R Vemireddy proxy to the rep. of Stratarama	UNIT 16

IN ATTENDANCE: Mr Tony Johnson representing Stratarama Pty Ltd.

PROCEEDINGS

QUORUM: The Manager declared that a quorum was in attendance at this meeting, by way of attendance and/or proxy. 13 of 26 units were represented.

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

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

1. **Chair:**

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

MOTION CARRIED

2. **Acceptance of Previous Minutes:**

It was resolved that the Minutes of the last meeting held by the group be accepted as a true and correct record of the meeting.

MOTION CARRIED

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

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

That the Statement of accounts for the financial period ending 30th September 2022 were circulated to Members for review. These financial reports were accepted by Members.

Investment account instructions

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

MOTION CARRIED

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

It was resolved that:

- Stratarama Pty Ltd and/or their Nominee be appointed to assist the Corporation with management services. These services are those delegated as per the **Strata Title Act 1988**.
- Stratarama be remunerated by a primary annual management fee of \$5,005 inclusive of GST.
- Stratarama be remunerated for other service fees as outlined in the management agreement. The Presiding Officer is authorised to sign this agreement.
- The appointment be made for a period of 12 months from the date of this meeting and that upon expiry, management will continue on a month by month basis until the next meeting or the delegation of powers is revoked.
- Anthony Johnson be appointed as Public Officer to act on behalf of the group in all taxation related matters.
- The services provided by Stratarama Pty Ltd are in accordance with the **Strata Titles Act 1988 –section 23 (6)** and per the details outlined in the explanatory pamphlet (available from stratarama.com.au and by direct request of the Member)

MOTION CARRIED

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

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

- | | | |
|----------------------|------------------|---------|
| • Presiding Officer: | Michael Clissold | Unit 3 |
| • Treasurer: | Paula Bozzetti | Unit 14 |
| • Secretary: | Ange Clissold | Unit 3 |

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

- | | | |
|-----------------------------------|-------------------|---------|
| • All Office Bearers listed above | | |
| • Committee Members: | Helena Black rep. | Unit 5 |
| | Julia Pinczel | Unit 4 |
| | Paul Bozzetti | Unit 14 |
| | Andrea Thomas | Unit 21 |
| | Trafford Csorba | Unit 1 |

MOTION CARRIED

A Vote of Tanks was given to the Committee for their work this year including the garden upgrades.

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

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

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

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

Insurance Policy Breakdown:

Building Cover:	\$5,870,000
Common Area Contents:	\$58,700
Public/ Legal Liability:	\$20,000,000
Office Bearers Cover:	\$500,000
Catastrophe Cover:	\$1,761,000
Fidelity Guarantee Cover:	\$100,000
Flood Inclusion Cover:	Included, refer Policy details

Excess: \$1,000 on all claims \$1,500 on water related claims

Last Valuation report: \$5,870,000 Dated: Mar 2021

Current Insurer: CHU Term: 15th Dec 2022

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

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

Standing Direction: To ensure compliance of current legislation, the Corporation agree to grant a standing direction to Stratarama Pty Ltd to renew the Corporation insurance (including obtaining quotes and changing Insurers) per direction of the Members at a meeting of the Corporation, or as instructed by the Office Bearers where empowered to do so. It is noted that Stratarama Pty Ltd may receive a commission for placing your insurance of up to 20%. Any commissions payable to Stratarama are disclosed in our management agreement.

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

MOTION CARRIED

Insurance Decision: Members were presented by the Manager with the offer from CHU to renew in December at over \$13,000 in premium. A second quote was obtained from SCI with premium approx. \$9,110. This would also have a \$500 standard excess and \$2,500 excess on all water related claims. It was further agreed to renew the public liability cover. It was agreed that the Manager would make some queries with SCI and should no better alternative present, that the Manager move policy at renewal to SCI. Both insurers indexed their terms to \$6,046,100 (also approved by Members present).

MOTION CARRIED

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

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

<https://www.stratarama.com.au/landlord-and-contents-insurance/>

Should Unit Owners require contents or Landlord protection policies privately, Stratarama is pleased to provide the following links as options for you. There is no obligation at all to use these services and are provided only as an option for you to research independently as services also provided by CHU.

Landlords Link: https://my.chu.com.au/stratarama_landlords

Contents Link: https://my.chu.com.au/stratarama_contents

The provision of these links represents general advice and does not take into account any specific financial situations, objectives or needs of an individual or Body Corporate/ Strata Corporation. Before you make any decision about whether to acquire a certain product, you should read the relevant product disclosure statement, policy wording and/or consult your Insurer.

7. **General Business / Maintenance:**

- a. **Painting:** At the last AGM the manager was requested to obtain quotes for painting. These were obtained earlier in the year and distributed for discussion and voting. Members noted that repainting has been on the meeting agenda since 2013.
- After discussion it was agreed that the Painting be narrowed to ACP and BTS (quotes provided). It was agreed that the Manager would contact both Contractors and ask for:
1. A revised current pricing
 2. An approx. start date if scheduled for late 2023

After discussion Members voted on raising a levy to cover predominant costs of the quoted works. It was noted that including the Investment account, the group holds approx. \$22,000 in sinking funds, of which some can potentially be put towards the works. The two quotes discussed were both in approx. \$80,000 or over including gst.

After discussion it was agreed to call a Levy \$78,870 total to be raised in 2023 once an anticipated start date is known. This figure equates to the below breakdown per unit.

Lot No.	Sinking Fund
1	2,997.06
2	4,101.24
3	2,997.06
4	2,997.06
5	2,997.06
6	2,760.45
7	2,760.45
8	2,760.45
9	2,760.45
10	2,918.19
11	2,918.19
12	2,918.19
13	2,918.19
14	2,918.19
15	2,918.19
16	2,918.19
17	2,997.06
18	2,997.06
19	2,997.06
20	2,997.06
21	2,918.19
22	3,549.15
23	2,918.19
24	2,997.06
25	3,549.15
26	3,391.41
Totals	\$78,870.00

MOTION CARRIED

BTS will be asked to include the vermiculite included in the ACP quote.

It was agreed that the Committee be empowered to select a Contractor after reviewing revised quotes. passed with only 1 vote cast against. As proxy for 3 units, the Manager abstained for those three Members.

MOTION CARRIED

- ii) **Paint Colour:** Members discussed and considered retaining the existing brown, or moving the colour to one of two standard grey colours. Basalt and Monument both from the Colorbond range were tabled and it was agreed by majority vote that Monument colorbond be the colour selected to replace the brown. The colour passed with only 1 vote cast against. As proxy for 3 units, the Manager abstained for those three Members.

MOTION CARRIED

- b. **Windows:** Members having approved the painting works for 2023 agreed to defer window replacement quotes to a future AGM agenda.
- c. **Roof maintenance:** The Manager has requested roof inspection reports from 3 contractors. 2 contractors have advised to provide a roof report it would incur a fee. Members discussed and having approved the painting works for 2023 agreed to defer roof inspections for discussion at a future AGM, on an agenda for same.
- d. **Annual site clean:** The Presiding Officer had suggested that the group consider undertaking a site clean, to include concreted areas. This would be a high pressure clean (photos distributed with agenda). It was noted that the Gardener has been asked to provide a quote. The Treasurer agreed to follow this up. The Committee was advised that they will be empowered to consider and act upon any quote obtained with respect to this site clean.
- e. **Grounds Contractor Jigs:** The Contractor recently completed the garden upgrade (approved works) and on one visit to site noted that the irrigation had been turned off. Committee is monitoring this and hopes it was a one off, as otherwise there may be a future need to lock the irrigation taps.

It was also agreed that the Gardener be asked to attend to some; Ivy in washing lines coming from a neighbouring property, tidy up some weeding and any other works needed. The Committee will further undertake a site inspection
- f. **Palm Tree:** Last year one palm tree was removed because it was close to the stairs and getting into the gutters. It was agreed that a tree on the other side should now also be removed for the same reason. Previous tree removal was \$600. Manager to arrange. Members also noted some other pittosporums were out of control and the Committee would inspect and prioritise any other works.
- g. **Front Brick Fence:** Members advised that previously a section of the front fence was repaired for safety and a section of the bricks were removed also to prevent any liability, however some Owners still have concerns about the general appearance this leaves and any possible additional damages. It was agreed that the Committee would meet to inspect this and determine any action to be taken, but noted that with the painting upcoming, the group is already raising additional funds.

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

8. **Administrative Fund Budget:**

The budget for the coming period was presented by the Manager. It was resolved that the proposed budget be accepted with contributions being set annually at \$38,500 increased from \$37,000. Manager noted that had the higher premium been accepted, the group would have needed to look at further increases in the budget. Contributions will be raised quarterly according to unit entitlement, as per the budget schedule. If the costs met by the Corporation in this period is less than the projected budget, the surplus funds will be carried over for future maintenance costs. Members advised that they would review the contributions better at the next AGM once ongoing regular maintenance was better known. **MOTION CARRIED**

9. **Sinking Fund Budget:**

The Manager advised that under existing legislation, any Corporation consisting of 7 units or more must undertake a sinking fund analysis for non-recurrent expenses which may be incurred. This analysis should forecast the upcoming 3 years for groups of 7+ units and 5 years for groups of 20 or more. The budget for the coming period was presented by the Manager. It was resolved that the proposed budget be accepted with contributions being set annually at \$10,000 increased from \$7,200. **MOTION CARRIED**

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

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

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

11. **Levy Arrears/ Recovery of Overdue Contributions:**

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

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

Overdue notices are charge to the Owner as follows: a) Stage 1 Debt recovery reminder \$11.00 inc gst

b) Stage 2 Debt recovery reminder \$22.00 inc gst c) Stage 3 Debt recovery reminder \$33.00 inc gst

MOTION CARRIED

12. **Policies:**

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

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

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

Current policies and Resolutions: It was agreed that over the year the Committee would look at all the existing resolutions in place and review them individually, providing recommendations on any potential updates to the existing, which would then be placed on the agenda for the AGM for voting by all Members.

13. **Approvals Sought:**

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

- **Unit 3 pet approval:** The owner of unit 3 is seeking approval for their tenant to home an indoor pet cat. Members discussed and approved. **MOTION CARRIED**
- **Air-Conditioner:** The owner of unit 3 is seeking approval to replace the existing air-conditioner. Refer to quote attached from BLE Solutions. After discussion it was noted that this request will be "like for like" on the outside and as such no approval is required.
- **Windows:** The owner of unit 3 is seeking approval to install internal windows situated inside their unit (on front only ; bedroom and lounge). Members discussed that multiple units have issues with windows and what action could be taken to either repair/ replace all windows or alternatives. Members noted that previous estimates has the windows at \$8,000 per window which would be significant to the whole complex. Members noted also that the works could not simply be just to replace the glass due to the age of the windows the whole frame would need to be replaced. Finally that if Owners were to individually replace their windows, they would not match the rest of the complex. While windows in general will be placed on the agenda for future meetings and funding, at this time it was resolved that:
 - Any unit may at their own cost install internal windows which do not alter the external façade. For example Magnetite or comparable alternative. As this is an upgrade sitting with-in the unit itself any costs for these works would be born by the Owner. **MOTION CARRIED**

14. **Any Other Business:**

Members discussed the following matters

General Notes:

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

15. **Next Scheduled Meeting:**

The next AGM for your Corporation is scheduled to be held at 6.00pm on or around Wednesday the 22nd of November 2023. The meeting is tentatively to be held at Mitchell Park Community Centre (139 – 159 Bradley Grove, Mitchell Park).

16. **Meeting Closure:**

There being no further business, attendees were thanked for their presence and the meeting declared closed at 7.24pm.



STRATA COMMUNITY INSURANCE

T 1300 SCINSURE (1300 724 678)
E myenquiry@scinsure.com.au
A Level 12, 182 Victoria Square, Adelaide SA 5000

CERTIFICATE OF CURRENCY

THE INSURED

POLICY NUMBER	SRSC22006564
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording <u>SCI034-Policy-RS-PPW-02/2021</u> Supplementary Product Disclosure Statement <u>SCIA-036_SPDS_RSC-10/2021</u>
THE INSURED	Strata Corporation No. 2182
SITUATION	383 Cross Road, Edwardstown, SA, 5039
PERIOD OF INSURANCE	Commencement Date: 4:00pm on 15/12/2023 Expiry Date: 4:00pm on 15/12/2024
INTERMEDIARY	Stratarama Pty Ltd
ADDRESS	74 Brighton Road, Glenelg East, SA, 5045
DATE OF ISSUE	22/12/2023

POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	\$6,250,000
		Common Area Contents	\$62,500
		2. Terrorism Cover under Section 1 Part A2	Applies
	PART B	Loss of Rent/Temporary Accommodation	\$937,500
	OPTIONAL COVERS	1. Flood	Included
		2. Floating Floors	Included
SECTION 2	Liability		\$30,000,000
SECTION 3	Voluntary Workers		Included
SECTION 5	Fidelity Guarantee		\$100,000
SECTION 6	Office Bearers' Liability		\$500,000
SECTION 7	Machinery Breakdown		Not Included
SECTION 8	Catastrophe		\$1,875,000
SECTION 9	PART A	Government Audit Costs – Professional Fees	\$25,000
	PART B	Appeal Expenses	\$100,000
	PART C	Legal Defence Expenses	\$50,000
SECTION 10	Lot Owners' Fixtures and Improvements		\$300,000
SECTION 11	Loss of Lot Market Value		Not Included

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a policy existed for the Period of Insurance and sums insured shown herein. The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further notice to the holder of this notice. It is issued as a matter of information only and does not confer any rights on the holder.

This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.



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: 2602447

KAREN M LITTLEDIKE
PO BOX 2106
MORPHETTVILLE SA 5043

DATE OF ISSUE

04/09/2024

ENQUIRIES:

Tel: (08) 8226 3750

Email: revsaesl@sa.gov.au

OWNERSHIP NUMBER

1446464*

OWNERSHIP NAME

T L CSORBA

PROPERTY DESCRIPTION

1 / 383 CROSS RD / EDWARDSTOWN SA 5039 / UNIT 1

ASSESSMENT NUMBER

1000666106

TITLE REF.

(A "+" indicates multiple titles)

CT 5049/811

CAPITAL VALUE

\$290,000.00

AREA / FACTOR

R4
1.000

LAND USE / FACTOR

RE
0.400

LEVY DETAILS:

FINANCIAL YEAR

2024-2025

FIXED CHARGE

+ VARIABLE CHARGE

- REMISSION

- CONCESSION

+ ARREARS / - PAYMENTS

= AMOUNT PAYABLE

\$ 50.00
\$ 109.25
\$ 67.30
\$ 0.00
\$ 0.00
\$ 91.95

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

03/12/2024



**Government of
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

PAYMENT REMITTANCE ADVICE

OWNERSHIP NUMBER

1446464*

OWNERSHIP NAME

T L CSORBA

ASSESSMENT NUMBER

1000666106

AMOUNT PAYABLE

\$91.95

AGENT NUMBER

100019043

AGENT NAME

KAREN M LITTLEDIKE

EXPIRY DATE

03/12/2024

+80013341860022> +001571+ <0550430590> <0000009195> +444+

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: 2602447

DATE OF ISSUE

04/09/2024

KAREN M LITTLEDIKE
PO BOX 2106
MORPHETTVILLE SA 5043

ENQUIRIES:

Tel: (08) 8226 3750

Email: landtax@sa.gov.au

OWNERSHIP NAME

T L CSORBA

FINANCIAL YEAR

2024-2025

PROPERTY DESCRIPTION

1 / 383 CROSS RD / EDWARDSTOWN SA 5039 / UNIT 1

ASSESSMENT NUMBER

1000666106

TITLE REF.

(A "+" indicates multiple titles)

CT 5049/811

TAXABLE SITE VALUE

\$71,000.00

AREA

0.0000 HA

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

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

Please Note:

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

ON OR BEFORE 03/12/2024

See overleaf for further information

**Government of
South Australia**

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

**RevenueSA**

DEPARTMENT OF TREASURY AND FINANCE

Land Tax Act 1936

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

Please Note:

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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

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

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

For more information:

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

PAYMENT 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

Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
10 00666 10 6	CT5049811	4/9/2024	1757	2602447

KAREN LITLEDIKE
63 BROADWAY
GLENELG SOUTH SA 5045
karen@klconveyancer.com.au

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: MR TL CSORBA
Location: U1 383 CROSS RD EDWARDSTOWN UNIT 1
Description: 4H/UNIT CP Capital Value: \$ 290 000
Rating: Residential

Periodic charges

Raised in current years to 30/9/2024

			\$
	Arrears as at: 30/6/2024	:	181.22
Water main available: 1/7/1972	Water rates	:	78.60
Sewer main available: 1/7/1972	Sewer rates	:	86.95
	Water use	:	52.92
	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	:	254.05CR
	Balance outstanding	:	145.64

Degree of concession: 00.00%
Recovery action taken: REPAYMENT ARRANGEMENT

Next quarterly charges: Water supply: 78.60 Sewer: 86.95 Bill: 30/10/2024

This account has no meter of its own but is supplied from account no 10 00666 03 4.

The Water Use apportionment option is Uneven.

The apportionment percentage for this account is 3.80%.

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

South Australian Water Corporation

Name:
MR TL CSORBA

Water & Sewer Account
Acct. No.: 10 00666 10 6

Amount: _____

Address:
U1 383 CROSS RD EDWARDSTOWN UNIT
1

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	1000666106



Bill code: 8888
Ref: 1000666106

Telephone and Internet Banking — BPA Y®

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: 1000666106



**Government of
South Australia**

South Australian Water Corporation
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Adelaide SA 5000
GPO Box 1751 Adelaide SA 5001

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