

# cForm 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: **NOT APPLICABLE**  
Address:
- 3 Vendor: **MARC ANDREW BERRY AND JENNIFER KAREN BERRY**  
Address: **422 BAINS ROAD ONKAPARINGA HILLS SA 5163**
- 4 Vendor's registered agent: **Ouwens Casserly Real Estate Pty. Ltd.**  
Address: **210 Greenhill Road Eastwood SA 5063**
- 5 Date of contract (if made before this statement is served):        /        /2026
- 6 Description of the land: **UNIT 3, 8 ALDINGA BEACH ROAD ALDINGA BEACH SA 5173 BEING THE WHOLE OF THE LAND COMPRISED IN CERTIFICATE OF TITLE REGISTER BOOK VOLUME 6085 FOLIO 380 BEING LOT 3 IN PRIMARY COMMUNITY STRATA PLAN 26856 IN THE AREA NAMED ALDINGA BEACH HUNDRED OF WILLUNGA**

## Part B—Purchaser's cooling-off rights and proceeding with the purchaser

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:  
**PO BOX 140 WOODCROFT SA 5162**  
(being the vendor's last known address); or
- (c) transmitted by fax or email to the following fax number or email address:  
**EMAIL: [JOHNL@OCRE.COM.AU](mailto:JOHNL@OCRE.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:  
**210 GREENHILL ROAD EASTWOOD SA 5063**  
(being the agent's address for service under the *Land Agents Act 1994*)

**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;
- (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;
- (c) you are entitled to retain the solicitor or registered conveyancer of your choice.

Part C—Statement with respect to required particulars

(section 7(1))

To the purchaser:

We, **MARC ANDREW BERRY AND JENNIFER KAREN BERRY**,  
of **422 BAINS ROAD ONKAPARINGA HILLS SA 5163** the vendors 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:

29 / 04 / 2026

29 / 04 / 2026

Signed:   .....

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


(section 9)

To the purchaser:

I, **MELANIE SUSAN WOMERSLEY** of **147 FROME STREET ADELAIDE SA 5000** certify that 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: **THE VENDOR HAS ADVISED THERE ARE NO ANNUAL GENERAL MEETINGS, NO  
SINKING FUNDS AND NO SHARED BANK ACCOUNTS HELD FOR THE CORPORATION. THE COST  
OF THE CORPORATION INSURANCE AND ANY FURTHER COSTS ARE TO BE SHARED BETWEEN  
THE LOT HOLDERS**

Date: 29/4/26

  
Signed: .....  
Person authorised to act on behalf of Vendor's agent (pursuant to the agent's written  
authority)

## 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 one 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	<p><b><i>Is this item applicable?</i></b></p> <p><b><i>Will this be discharged or satisfied prior to or at settlement?</i></b></p> <p><b><i>Are there attachments?</i></b> CERTIFICATE OF TITLE</p> <p>Number of mortgage (if registered): <b>12394944</b></p> <p>Name of mortgagee: <b>WESTPAC BANKING CORPORATION</b></p>	<p>YES</p> <p>YES</p> <p>YES</p>
1.2	<p>Easement (whether over the land or annexed to the land)</p> <p><b>Note—</b></p> <p>"Easement" includes rights of way and party wall rights</p> <p><b>*REFER PROPERTY INTEREST REPORT: NOTATION IN RESPECT OF STATUTORY EASEMENTS – THIS NOTICE DOES NOT NECESSARILY IMPLY THAT ANY STATUTORY OR OTHER EASEMENT EXISTS</b></p>	<p><b><i>Is this item applicable?</i></b></p> <p><b><i>Will this be discharged or satisfied prior to or at settlement?</i></b></p> <p><b><i>Are there attachments?</i></b> REFER PROPERTY INTEREST REPORT – STATUTORY EASEMENTS</p> <p>Description of land subject to easement: <b>PORTION OF THE LAND IN THE SAID CERTIFICATE OF TITLE</b></p> <p>Nature of easement: <b>STATUTORY EASEMENTS</b></p> <p>Are you aware of any encroachment on the easement? <b>NO</b></p> <p>If YES, give details:</p> <p>If there is an encroachment, has approval for the encroachment been given? <b>N/A</b></p> <p>If YES, give details:</p>	<p>YES*</p> <p>NO</p> <p>YES</p>

<p>1.3 Restrictive covenant</p>	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments? BY-LAWS</i></p> <p>Nature of restrictive covenant: REFER BY-LAWS</p> <p>Name of person in whose favour restrictive covenant operates: COMMUNITY CORPORATION 26856 INC.</p> <p>Does the restrictive covenant affect the whole of the land being acquired? YES</p> <p>If NO, give details:</p> <p>Does the restrictive covenant affect land other than that being acquired? YES</p>	<p>YES</p> <p>NO</p> <p>YES</p>
<p>1.4 Lease, agreement for lease, tenancy agreement or licence</p> <p>(The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.)</p>	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments? RESIDENTIAL TENANCY AGREEMENT AND EXTENSION</i></p> <p>Names of parties: AARON CHALLIS-KING AND HETTIGE DON NIMESHA HANSANI GUNASEKARA</p> <p>Period of lease, agreement for lease etc:</p> <p>From 19/09/2024 till 16/09/2026</p> <p>Amount of rent or licence fee:</p> <p>\$760.00 per FORTNIGHT (period</p> <p>Is the lease, agreement for lease etc in writing? YES – REFER RESIDENTIAL TENANCY AGREEMENT AND EXTENSION</p> <p>If the lease or licence was granted under an Act relating to the disposal of Crown lands, specify—</p> <p>(a) the Act under which the lease or licence was granted:</p> <p>(b) the outstanding amounts due (including any interest or penalty):</p>	<p>YES</p> <p>NO</p> <p>YES</p>
<p><b>5. Development Act 1993</b></p>		
<p>5.1 section 42—Condition (that continues to apply) of a development authorisation</p>	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments? LOCAL GOVERNMENT (COUNCIL) SEARCH DEVELOPMENT ACT 1993 (REPEALED) SECTION 42 AND AUTHORISATION</i></p> <p>Condition(s) of authorisation: REFER LOCAL GOVERNMENT (COUNCIL) SEARCH DEVELOPMENT ACT 1993 (REPEALED) SECTION 42 AND AUTHORISATION</p>	<p>YES</p> <p>NO</p> <p>YES</p>

6. Repealed Act conditions			
6.1	Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971 (repealed)</i> , the <i>City of Adelaide Development Control Act 1976 (repealed)</i> , the <i>Planning Act 1982 (repealed)</i> or the <i>Planning and Development Act 1967 (repealed)</i> <b>NOT APPLICABLE</b>	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i> LOCAL GOVERNMENT (COUNCIL) SEARCH PLANNING ACT 1982 (REPEALED), BUILDING ACT 1971 (REPEALED) AND PLANNING AND DEVELOPMENT ACT 1966 (REPEALED)</p> <p>Nature of condition(s):</p>	<p>YES</p>
29. Planning, Development and Infrastructure Act 2016			
29.1	Part 5- Planning and Design Code	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i> LOCAL GOVERNMENT (COUNCIL) SEARCH x 2 PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016 PART 5 – PLANNING AND DESIGN CODE</p> <p>Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code): <b>ZONE: GENERAL NEIGHBOURHOOD (GN)</b> <b>SUBZONE: NIL</b> <b>ZONING OVERLAYS: REFER LOCAL GOVERNMENT (COUNCIL) SEARCH ZONING OVERLAYS</b></p> <p>Is there a State heritage place on the land or is the land situated in a State heritage area? <b>NO</b></p> <p>Is the land designated as a local heritage place? <b>NO</b></p> <p>Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land? <b>NO</b></p> <p>Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation: <b>YES</b></p> <p><b>Note</b> - For further information about the Planning and Design Code visit <a href="https://code.plan.sa.gov.au">https://code.plan.sa.gov.au</a></p>	<p>YES</p> <p>NO</p> <p>YES</p>
29.2	section 127—Condition (that continues to apply) of a development authorisation <b>NOT APPLICABLE</b>	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments:</i> LOCAL GOVERNMENT (COUNCIL) SEARCH SECTION 127</p> <p>Date of authorisation:</p> <p>Name of relevant authority that granted authorisation:</p>	<p>YES</p>

## Schedule—Division 2—Other particulars

## (section 7(1)(b))

## Particulars relating to community lot (including strata lot) or development lot

- 1 Name of community corporation: **COMMUNITY CORPORATION NO. 26856 INC.**  
Address of community corporation: **8 ALDINGA BEACH ROAD ALDINGA BEACH SA 5173**
- 2 Application must be made in writing to the community corporation for the particulars and documents referred to in 3 and 4. Application must also be made in writing to the community corporation for the documents referred to in 6 unless those documents are obtained from the Lands Titles Registration Office.
- 3 Particulars supplied by the community corporation or known to the vendor:
  - (a) particulars of contributions payable in relation to the lot (including details of arrears of contributions related to the lot): **THE VENDOR HAS ADVISED THERE ARE NO ANNUAL GENERAL MEETINGS, NO SINKING FUNDS AND NO SHARED BANK ACCOUNTS HELD FOR THE CORPORATION. THE COST OF THE CORPORATION INSURANCE AND ANY FURTHER COSTS ARE TO BE SHARED BETWEEN THE LOT HOLDERS**
  - (b) particulars of assets and liabilities of the community corporation: **THE VENDOR HAS ADVISED THERE ARE NO ANNUAL GENERAL MEETINGS, NO SINKING FUNDS AND NO SHARED BANK ACCOUNTS HELD FOR THE CORPORATION. THE COST OF THE CORPORATION INSURANCE AND ANY FURTHER COSTS ARE TO BE SHARED BETWEEN THE LOT HOLDERS**
  - (c) particulars of expenditure that the community corporation has incurred, or has resolved to incur, and to which the owner of the lot must contribute, or is likely to be required to contribute: **THE VENDOR HAS ADVISED THERE ARE NO ANNUAL GENERAL MEETINGS, NO SINKING FUNDS AND NO SHARED BANK ACCOUNTS HELD FOR THE CORPORATION. THE COST OF THE CORPORATION INSURANCE AND ANY FURTHER COSTS ARE TO BE SHARED BETWEEN THE LOT HOLDERS**
  - (d) if the lot is a development lot, particulars of the scheme description relating to the development lot and particulars of the obligations of the owner of the development lot under the development contract: **ATTACHED**
  - (e) if the lot is a community lot, particulars of the lot entitlement of the lot:  
**2,472/10,000**

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

- 4 Documents supplied by the community corporation that are enclosed:
  - (a) a copy of the minutes of the general meetings of the community corporation and management committee for the 2 years preceding this statement: **NONE HELD**
  - (b) a copy of the statement of accounts of the community corporation last prepared; **NONE HELD**
  - (c) a copy of current policies of insurance taken out by the community corporation. **CERTIFICATE OF CURRENCY ATTACHED**

- 5 If "not known" has been specified for any particulars in 3 or a document referred to in 4 has not been supplied, set out the date of the application made to the community corporation and give details of any other steps taken to obtain the particulars or documents concerned:
- 6 The following documents are enclosed:
- (a) a copy of the scheme description (if any) and the development contract (if any);
  - (b) a copy of the by-laws of the community scheme.

YES

- 7 The following additional particulars are known to the vendor or have been supplied by the community corporation: **THE VENDOR HAS ADVISED THERE ARE NO ANNUAL GENERAL MEETINGS, NO SINKING FUNDS AND NO SHARED BANK ACCOUNTS HELD FOR THE CORPORATION. THE COST OF THE CORPORATION INSURANCE AND ANY FURTHER COSTS ARE TO BE SHARED BETWEEN THE LOT HOLDERS**
- 8 Further inquiries may be made to the secretary of the community corporation or the appointed community scheme manager.

Name: **MARC ANDREW BERRY**

Address: **422 BAINS ROAD ONKAPARINGA HILLS SA 5163**

**Note—**

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

## **Schedule—Division 3—Community lots and strata units**

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

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

#### **Governance**

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

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

### Use of your property

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

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

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

### Are you buying a debt?

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

### Expenses

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

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

### Guarantee

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

### Contracts

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

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

### Buying off the plan

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

### **Mixed use developments—voting rights**

You may be buying into a group that is run by several different community corporations. This is common in mixed use developments, for example, where a group of apartments is combined with a hotel or a group of shops. If there is more than 1 corporation, then you should not expect that all lot owners in the group will have equal voting rights. The corporations may be structured so that, even though there are more apartments than shops in the group, the shop owners can outvote the apartment owners on some matters. Make enquiries so that you understand how many corporations there are and what voting rights you will have.

### **Further information**

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

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

Information and a booklet about strata and community titles is available from the Legal Services Commission of South Australia at [www.lsc.sa.gov.au](http://www.lsc.sa.gov.au)

You can also seek advice from a legal practitioner.

**Annexures**

The following documents are annexed hereto -

Property Interest Report

Copy of certificate(s) of title to the land

Local Government (Council) Search

Community Plan 26856

Residential Tenancy Agreement and Extension

CHU Certificate of Currency

By-Laws

SA Water, Emergency Service Levy and Land Tax Searches

Form R3 – Buyers Information Notice

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**Acknowledgement of Receipt**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2026

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

\_\_\_\_\_  
Purchaser(s)

# Property Interest Report

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

Title Reference	CT 6085/380	Reference No. 2757691
Registered Proprietors	M A & J K*BERRY	Prepared 23/02/2026 12:27
Address of Property	Unit 3, 8 ALDINGA BEACH ROAD, ALDINGA BEACH, SA 5173	
Local Govt. Authority	CITY OF ONKAPARINGA	
Local Govt. Address	PO BOX 1 NOARLUNGA CENTRE SA 5168	

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

## Table of Particulars

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

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

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

### 1. General

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

### 2. Aboriginal Heritage Act 1988

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

an area surrounding a site

- 2.3 Part 3 Division 6 - Aboriginal heritage agreement

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

also

Refer to the Certificate of Title

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

- 3.1 section 8 - Human remains interred on land

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

also

contact the vendor for these details

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

- 4.1 section 5 - Notice requiring payment

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

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

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

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

## 6. Repealed Act conditions

- |     |  |   |
|-----|--|---|
| 6.1 | Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act, 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1967</i> (repealed)<br><br><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title<br><br>also<br><br>Contact the Local Government Authority for other details that might apply |
|-----|--|---|

## 7. Emergency Services Funding Act 1998

- |     |                                 |   |
|-----|---------------------------------|---|
| 7.1 | section 16 - Notice to pay levy | <b>An Emergency Services Levy Certificate will be forwarded. If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.</b><br><br><b>Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates <a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a></b> |
|-----|---------------------------------|---|

## 8. Environment Protection Act 1993

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

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

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

**17. *Land Acquisition Act 1969***

- |      |   |   |
|------|---|---|
| 17.1 | section 10 - Notice of intention to acquire | Refer to the Certificate of Title for any notice of intention to acquire<br>also<br>Contact the Local Government Authority for other details that might apply |
|------|---|---|

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

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

Act

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

**19. Land Tax Act 1936**

- |      |   |   |
|------|---|---|
| 19.1 | Notice, order or demand for payment of land tax | <b>A Land Tax Certificate will be forwarded.</b><br><b>If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.</b><br><br><b>Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates <a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a></b> |
|------|---|---|

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

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

**21. Local Government Act 1999**

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

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

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

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

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

**24. Mining Act 1971**

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

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

## 25. *Native Vegetation Act 1991*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply

29.8 section 157 - Fire safety notice

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

also

Contact the Local Government Authority for other details that might apply

29.9 section 192 or 193 - Land management agreement

Refer to the Certificate of Title

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

29.12 Part 16 Division 1 - Proceedings

Contact the Local Government Authority for details relevant to this item

also

Contact the vendor for other details that might apply

29.13 section 213 - Enforcement notice

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

also

Contact the Local Government Authority for other details that might apply

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

Contact the Local Government Authority for details relevant to this item

also

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

### 30. *Plant Health Act 2009*

30.1 section 8 or 9 - Notice or order concerning pests

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

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

31.1 Part 3 - Notice

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

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

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

### 34. *Water Industry Act 2012*

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

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

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

### 36. **Other charges**

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

## Other Particulars

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

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

## Additional Information

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

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

## Notices

---

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

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

#### Building restrictions

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

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

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

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

#### Statutory easements

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

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

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

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

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

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

#### ***Land Tax Act 1936 and Regulations thereunder***

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

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

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

Information should be obtained from:

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

#### ***Landscape South Australia 2019***

Water Resources Management - Taking of underground water

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

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

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

## Certificate of Title

**Title Reference:** CT 6085/380  
**Status:** CURRENT  
**Edition:** 3

## Dealings

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

## Priority Notices

NIL

## Notations on Plan

Lodgement Date	Completion Date	Dealing Number	Description	Status	Plan
06/09/2011	28/09/2011	11639424	BY-LAWS	FILED	C26856

## Registrar-General's Notes

No Registrar-General's Notes exist for this title

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 6085 Folio 380

<b>Parent Title(s)</b>	CT 6049/208		
<b>Creating Dealing(s)</b>	ACT 11639423		
<b>Title Issued</b>	17/10/2011	<b>Edition</b>	3
		<b>Edition Issued</b>	01/10/2015

### Estate Type

FEE SIMPLE

### Registered Proprietor

MARC ANDREW BERRY  
 JENNIFER KAREN BERRY  
 OF 422 BAINS ROAD ONKAPARINGA HILLS SA 5163  
 WITH NO SURVIVORSHIP

### Description of Land

LOT 3 PRIMARY COMMUNITY STRATA PLAN 26856  
 IN THE AREA NAMED ALDINGA BEACH  
 HUNDRED OF WILLUNGA

### Easements

NIL

### Schedule of Dealings

Dealing Number	Description
12394944	MORTGAGE TO WESTPAC BANKING CORPORATION (ACN: 007 457 141)

### Notations

**Dealings Affecting Title** NIL

**Priority Notices** NIL

#### Notations on Plan

Lodgement Date	Dealing Number	Description	Status
06/09/2011	11639424	BY-LAWS	FILED

**Registrar-General's Notes** NIL

**Administrative Interests** NIL

## Certificate of Title

**Title Reference** CT 6085/380  
**Status** CURRENT  
**Easement** NO  
**Owner Number** 12038065  
**Address for Notices** PO BOX 140 WOODCROFT 5162  
**Area** NOT AVAILABLE

## Estate Type

Fee Simple

## Registered Proprietor

MARC ANDREW BERRY  
JENNIFER KAREN BERRY  
OF 422 BAINS ROAD ONKAPARINGA HILLS SA 5163  
WITH NO SURVIVORSHIP

## Description of Land

LOT 3 PRIMARY COMMUNITY STRATA PLAN 26856  
IN THE AREA NAMED ALDINGA BEACH  
HUNDRED OF WILLUNGA

## Last Sale Details

**Dealing Reference** TRANSFER (T) 12182815  
**Dealing Date** 14/08/2014  
**Sale Price** \$590,000  
**Sale Type** TRANSFER OF A PARTIAL INTEREST OR AN INTEREST IN MULTIPLE TITLES

## Constraints

### Encumbrances

Dealing Type	Dealing Number	Beneficiary
MORTGAGE	12394944	WESTPAC BANKING CORPORATION (ACN: 007 457 141)

### Stoppers

NIL

## Valuation Numbers

Valuation Number	Status	Property Location Address
1308714354	CURRENT	Unit 3, 8 ALDINGA BEACH ROAD, ALDINGA BEACH, SA 5173

## Notations

## Dealings Affecting Title

NIL

## Notations on Plan

Lodgement Date	Dealing Number	Descriptions	Status
06/09/2011 11:47	11639424	BY-LAWS	FILED

## Registrar-General's Notes

NIL

## Administrative Interests

NIL

## Valuation Record

<b>Valuation Number</b>	1308714354
<b>Type</b>	Site & Capital Value
<b>Date of Valuation</b>	01/01/2025
<b>Status</b>	CURRENT
<b>Operative From</b>	01/07/2012
<b>Property Location</b>	Unit 3, 8 ALDINGA BEACH ROAD, ALDINGA BEACH, SA 5173
<b>Local Government</b>	ONKAPARINGA
<b>Owner Names</b>	MARC ANDREW BERRY JENNIFER KAREN BERRY
<b>Owner Number</b>	12038065
<b>Address for Notices</b>	PO BOX 140 WOODCROFT 5162
<b>Zone / Subzone</b>	GN - General Neighbourhood
<b>Water Available</b>	Yes
<b>Sewer Available</b>	Yes
<b>Land Use</b>	1321 - First Floor Home Unit
<b>Description</b>	3HCP
<b>Local Government Description</b>	Residential

## Parcels

Plan/Parcel	Title Reference(s)
C26856 LOT 3	CT 6085/380


## Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$110,000	\$315,000			
Previous	\$94,000	\$275,000			

## Building Details

<b>Valuation Number</b>	1308714354
<b>Building Style</b>	Conventional
<b>Year Built</b>	1970
<b>Building Condition</b>	Good
<b>Wall Construction</b>	Block (inc Mt Gambier stone)
<b>Roof Construction</b>	Shingles
<b>Equivalent Main Area</b>	48 sqm
<b>Number of Main Rooms</b>	3

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

PURPOSE:	PRIMARY COMMUNITY STRATA	AREA NAME:	ALDINGA BEACH	APPROVED:	JOHN VERDUYN 23/06/2011	  <b>C26856</b>  SHEET 1 OF 4  29656_text_01_v03_Version_3
MAP REF:	6527/26/K	COUNCIL:	CITY OF ONKAPARINGA	DEPOSITED:	NICK PATRITTI 28/09/2011	
LAST PLAN:	D81071	DEVELOPMENT NO:	145/C080/10/001/29234			

AGENT DETAILS:	WEBER FRANKIW & ASSOCIATES 178 MAIN ROAD MCLAREN VALE SA 5171 PH: 83238991 FAX: 83239686	SURVEYORS CERTIFICATION:	I John Leslie Weber , a licensed surveyor under the Survey Act 1992, certify that (a) I am uncertain about the location of that part of the service infrastructure shown between the points marked > and < on the plan; and (b) This community plan has been correctly prepared in accordance with the Community Titles Act 1996 20th day of June 2011 John Leslie Weber Licensed Surveyor
AGENT CODE:	WEBLP		
REFERENCE:	206602		

SUBJECT TITLE DETAILS:

PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER HUNDRED / IA / DIVISION	TOWN	REFERENCE NUMBER
CT	6049	208		ALLOTMENT(S)	20	D	81071 WILLUNGA		

OTHER TITLES AFFECTED:

EASEMENT DETAILS:

STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF	CREATION

ANNOTATIONS:

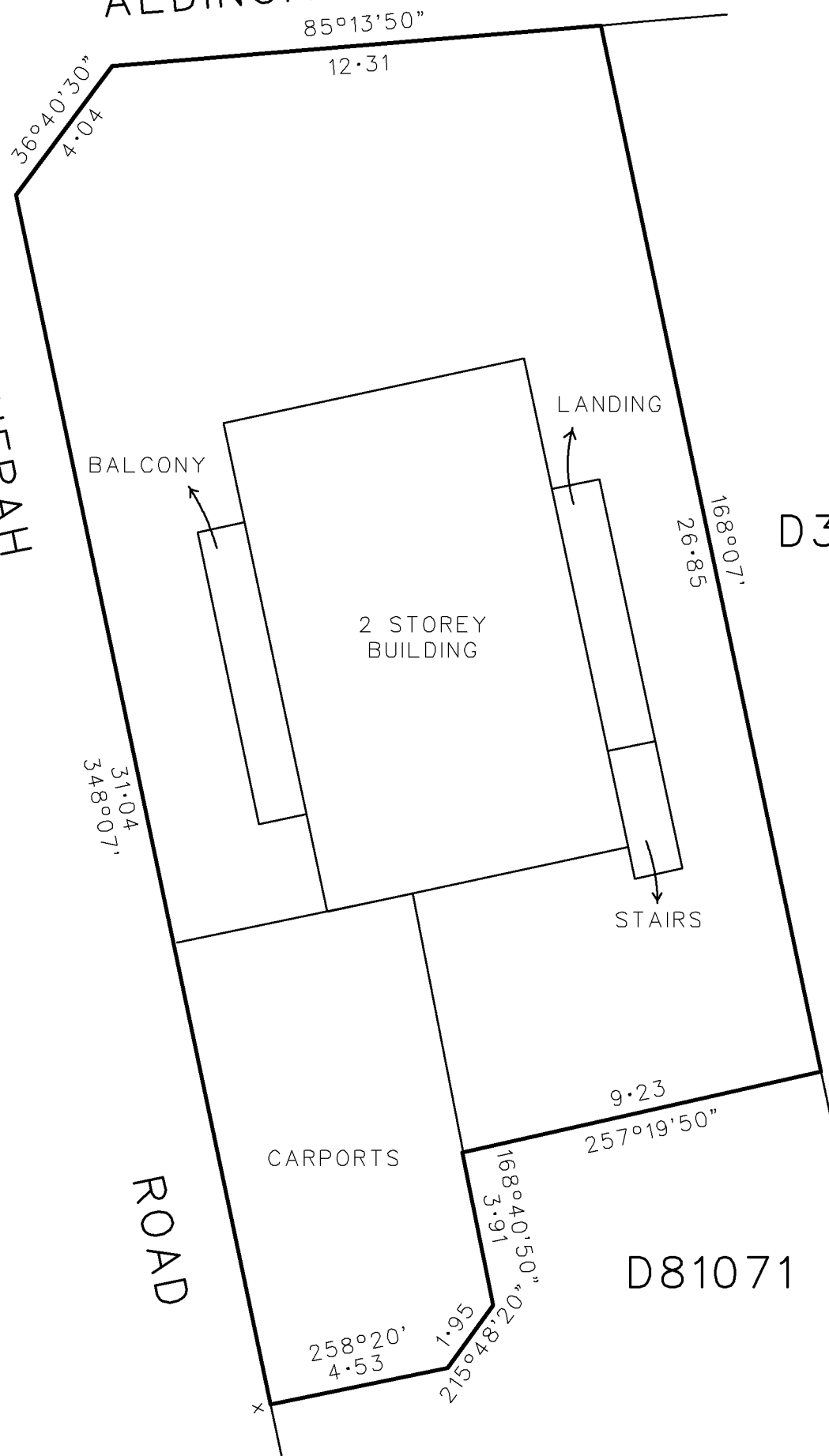
# SITE PLAN



ALDINGA BEACH ROAD

WHINNERAH

ROAD



D3244

D81071

# C26856

SHEET 2 OF 4

29656\_pland\_1\_V01\_Version\_3

BEARING DATUM: MGA94 ZONE 54  
DERIVATION: PSM'S 6527/3765 TO 6527/8469

TOTAL AREA: 451m<sup>2</sup>

**WEBER FRANKIW AND ASSOCIATES PTY.LTD.**  
Surveying Consultants

Cad Ref:206602com

178 Main Road McLaren Vale South Australia 5171  
Telephone (08) 8323 8991 Facsimile (08) 8323 9686  
Email survey@weberfrankiw.com.au  
ACN 008 173 957

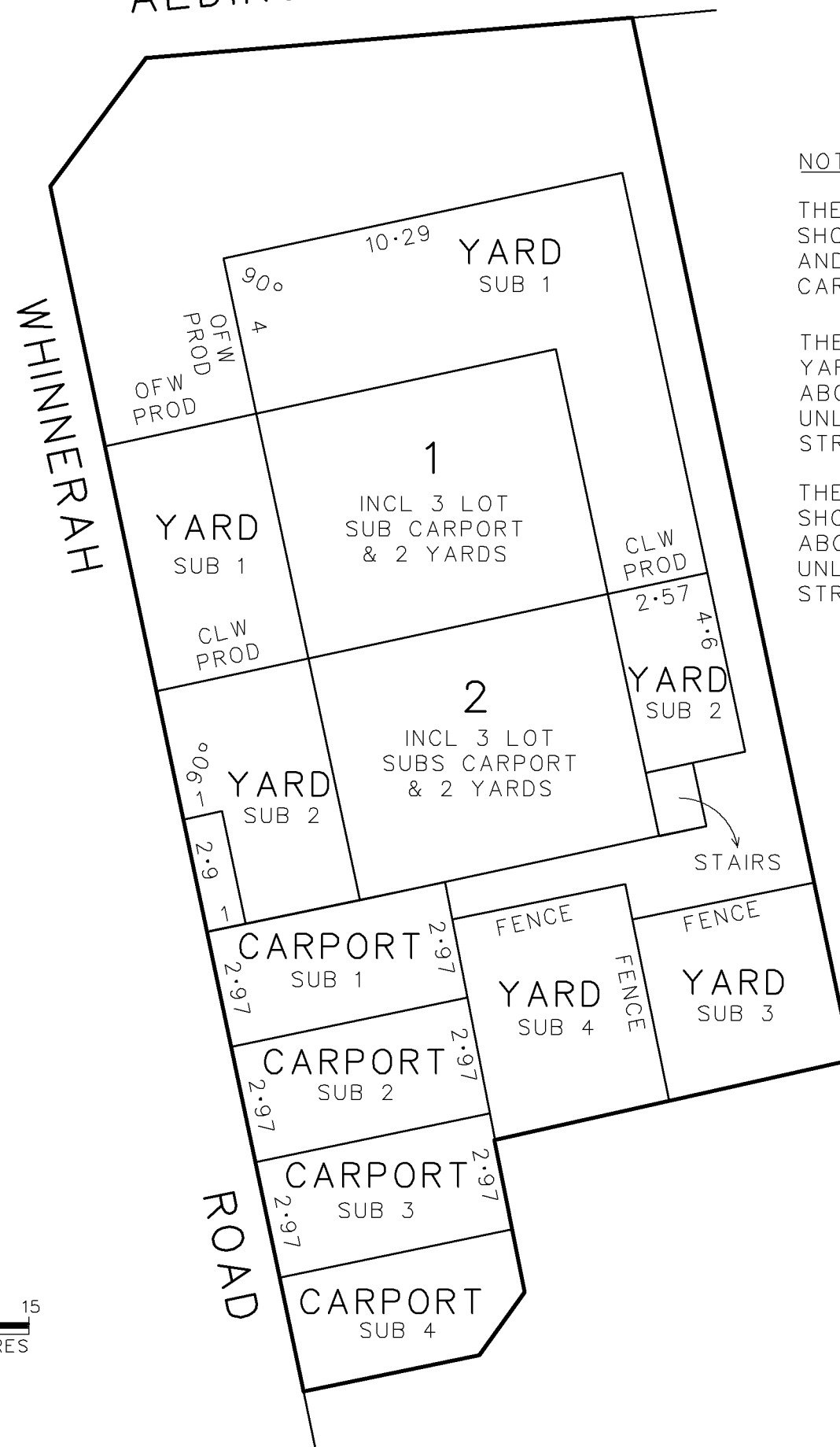
# GROUND FLOOR PLAN

ALDINGA BEACH ROAD

# C26856

SHEET 3 OF 4

29656\_pland\_2\_V01\_Version\_3



## NOTES

THE LOWER AND UPPER LIMITS OF A LOT SUBSIDIARY SHOWN AS CARPARK(S) ARE THE EXISTING GROUND LEVEL AND 0.15 METRES BELOW THE LOWER EDGE OF THE CARPORT BEAMS

THE UPPER LIMIT OF LOT SUBSIDIARY SHOWN AS YARD(S) ARE EXISTING GROUND LEVEL AND 3 METRES ABOVE EXISTING GROUND LEVEL RESPECTIVELY UNLESS LIMITED IN HEIGHT BY OVERHANGING STRUCTURES BELOW 3 METRES

THE UPPER LIMIT OF LOT SUBSIDIARY SHOWN AS STAIRS ARE LIMITED TO 3 METRES ABOVE THE UPPER SURFACE OF THE STEPS UNLESS LIMITED IN HEIGHT BY OVERHANGING STRUCTURES BELOW 3 METRES



WEBER FRANKIW AND ASSOCIATES PTY.LTD.  
Surveying Consultants

CAD REF: 206602com.lcd

FIRST FLOOR PLAN

ALDINGA BEACH ROAD

WHINNERAH ROAD



BALCONY  
SUB 3

3

INCL 3 LOT SUBS  
CARPORT, YARD  
& BALCONY

LANDING

4

INCL 3 LOT SUBS  
CARPORT, YARD  
& BALCONY

STAIRS

BALCONY  
SUB 4

ROAD

NOTES

THE UPPER LIMIT OF LOT SUBSIDIARY SHOWN AS BALCONY(S) ARE LIMITED TO 3 METRES ABOVE THE UPPER SURFACE OF THE BALCONY(S) UNLESS LIMITED IN HEIGHT BY OVERHANGING STRUCTURES BELOW 3 METRES

THE UPPER LIMIT OF LOT SUBSIDIARY SHOWN AS STAIRS ARE LIMITED TO 3 METRES ABOVE THE UPPER SURFACE OF THE STEPS UNLESS LIMITED IN HEIGHT BY OVERHANGING STRUCTURES BELOW 3 METRES



# LOT ENTITLEMENT SHEET

COMMUNITY PLAN NUMBER

## CP 26856

SHEET 1 OF 1

ACCEPTED *28.9.2011*

*pro N. Patritti*  
REGISTRAR-GENERAL

DEV. No *145/C.080/10*

APPLICATION *11639423*

### SCHEDULE OF LOT ENTITLEMENTS

LOT	LOT ENTITLEMENTS	SUBDIVIDED
1	2,528	
2	2,528	
3	2,472	
4	2,472	
<b>AGGREGATE</b>	<b>10,000</b>	

#### CERTIFICATE OF LAND VALUER

I DEREK WILLIAM ROYANS being a land valuer within the meaning of the Land Valuers Act 1994 certify that this schedule is correct for the purposes of the Community Titles Act 1996.

Dated the 26<sup>th</sup> day of August 2011



Signature of Land Valuer

Orig. LF 11639424



11:47 6-Sep-2011

2 of 2

Fees: \$0.00

LANDS TITLES REGISTRATION  
OFFICE  
SOUTH AUSTRALIA

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

FORM APPROVED BY THE REGISTRAR-GENERAL

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

Prefix
LF
Series No.
2

Lands Services Group  
11:09 12/09/2011 02-009503  
REGISTRATION FEE \$125.00 ✓  
TRANSACTION FEE \$15.00 ✓

**BELOW THIS LINE FOR AGENT USE ONLY**

AGENT CODE

Lodged by: WEBBER DAVIES CONVEYANCERS VIE9

Correction to: WEBBER DAVIES CONVEYANCERS VIE9

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

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

PICK-UP NO.	
CP	

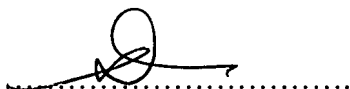
**DELIVERY INSTRUCTIONS** (Agent to complete)  
PLEASE DELIVER THE FOLLOWING ITEM(S) TO THE  
UNDERMENTIONED AGENT(S)

ITEM(S)	AGENT CODE

CORRECTION	PASSED NDP
FILED NDP 28.9.2011 p10	REGISTRAR-GENERAL REGISTRAR GENERAL

By-Laws  
Community Corporation No 26856  
Pursuant to Section 34 of the  
Community Titles Act 1996  
8 Aldinga Beach Road Aldinga Beach S.A. ✓

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



(Signature)  
SUSAN MARY DAVIES  
178 Main Road  
McLaren Vale SA 5171 ✓

Terms of Instrument Not  
Checked By Lands Titles Office

By-Laws  
Development No 145: C080: 10/001

Page 2 of 9

By Laws  
Community Corporation No. 26856 Incorporated  
Management

Warning

The terms of these By-Laws are binding upon the Community Corporation, the Owners, Occupiers and Lessees of the Community Lots and all persons entering upon the Community Parcel.

These By-Laws relate to the control and preservation of the essence or theme of the Community Corporation and as much may only be amended or revoked by unanimous resolution of the Community Corporation in accordance with Section 39 of the Community Titles Act (Regulations).

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

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**Part 1 – Preliminary**

1. Interpretation:

In these By-Laws:

- 1.1 “Act” means the Community Titles Act 1996
- 1.2 “Community Infrastructure” means all roadways, kerbings, paths, paving and all other improvements on the common area.
- 1.3 “Corporation” means Community Corporation No. 26856 Incorporated
- 1.4 “Occupier” of a Lot includes, if the Lot is unoccupied, the owner of the Lot.
- 1.5 “Regulations” means the Community Titles Act Regulations 1996.
- 1.6 “Service Infrastructure” means cables, wires, pipes, sewers, drains, ducts, plant and equipment by which the community lots and Common Property are provided with services.

2. Permitted Use:

- 2.1 The Lots and dwellings constructed on the Lots are exclusively for residential use.
- 2.2 There shall be no alterations or additions to the exterior of a building unless they are harmonious and in context with the design and concept of the development as a whole.

**Part 2 – Mandatory By-Laws**

3. Responsibility of Corporation

- 3.1 The Corporation is responsible for the administration management and control of the Common Property.
- 3.2 The Corporation is responsible for the maintenance repair and replacement of the Service Infrastructure.
- 3.3 The Corporation is responsible for the maintenance repair and replacement of the Community Infrastructure.

4. Use and Enjoyment of the Common Property

The common property is, subject to the Act and these By-Laws, for the common use of the Occupiers in the Community Scheme and their visitors.

**Part 3 – Community Parcel**

5. A person bound by these By Laws must not on the Community Parcel:
- 5.1 Hang any laundry or other items out to dry or air in public view on or about any part of the or in the Community Parcel;
  - 5.2 make or allow their visitors to make undue noise in or about the Community Parcel;
  - 5.3 interfere or allow their visitors to interfere with others' use or enjoyment of their rights in relation to the Community Parcel;
  - 5.4 be inappropriately or inadequately clothed in the opinion of the Community Corporation when upon the Community Parcel so as to be visible from another Lot or the Common Property;
  - 5.5 use any language or behave in a manner likely to cause offence or embarrassment to persons in other Lots or on Common Property when on the Community Parcel;
  - 5.6 damage or deface any building or sign or structure on the Community Parcel;
  - 5.7 obstruct any persons lawful access to any Lot or to the Common Property.
  - 5.8 Park or stand a motor vehicle in a parking space or elsewhere allocated for others or on a part of the Community Parcel on which the parking or standing of motor vehicles is not authorised by the Corporation and the Corporation shall in addition to any other power, authority, duty and function imposed or conferred upon the Corporation have the power to tow away any motor vehicle parked or standing in contravention of these By Laws at the expense of the person whose act or default has occasioned such contravention and such person shall indemnify the Corporation in respect of all claims for costs and damages arising out of such actions.
  - 5.9 Install any equipment or apparatus of any kind (including without limitation any item of clothing) on or from a balcony or landing forming part of the Common Property and a Lot without the consent of the Corporation except for pot plants, barbeques and outdoor furniture;
  - 5.10 Water pot plants on any balcony in such a manner that could cause overflow of water onto any other Lot or Lot subsidiary or the Common Property;
  - 5.11 Use a high powered water spraying device or hose to clean the balcony of a Lot;
  - 5.12 Install any equipment or apparatus of any kind (including, but not limited to, any blind, light fitting, awning, air conditioning unit, antenna or satellite dish) which:
    - 5.12.1 extends outside the boundaries of a Lot; or
    - 5.12.2 is located on any balcony; or
    - 5.12.3 protrudes from any building or balcony forming part of a Lot;without first obtaining the consent of the Community Corporation.

**Part 4 – Common Property**

6. A person bound by these By Laws must not on the Common Property:
- 6.1 Park or allow to be parked any semi-trailer or other heavy vehicles on the common property or the land except only for the purpose of loading and unloading.
  - 6.2 Obstruct any stairwell, landing or other access way.
  - 6.3 obstruct the lawful use of the Common Property by any person;
  - 6.4 use the Common Property in a manner that unreasonably interferes with the use and enjoyment of the Common Property by other members of the Community Corporation or their visitors.
  - 6.5 deposit any rubbish or waste material on the common property; or
  - 6.6 deposit any object or material on the common property.

**Part 5 – Maintenance of Community Lots**

- 7.
- 6.1 Maintenance and Repair

The Owner of a Community Lot must maintain and keep in good repair buildings and structural improvements on the lot, including paintwork and external finishes.
  - 6.2 Garbage

The owner of a Community Lot must store garbage in an appropriate container that prevents the escape of unpleasant odours and will, on the day nominated for the collection of garbage by the City of Onkaparinga, place the said container on the road verge.
  - 6.3 Access

The Corporation and its agents will be entitled to access to a Community Lot and to all buildings thereon (if applicable) on giving the Owner reasonable notice (except in an emergency, when no notice will be required) to:

    - 6.3.1 ascertain whether any breach of these by-laws has occurred; and
    - 6.3.2 remedy a breach of these by-laws (but without being obliged to do so).

6.4 Costs of Remedy of Breach

Any costs incurred by the Corporation in carrying out its rights under by-law 6.5.2 must be paid by the Owner of that Community Lot on demand being made by the Corporation.

**Part 6 – Building Insurance**

- 7 The Owner of a Lot must at all times keep current building insurance for all buildings on the Lot for replacement and/or reinstalment and should a claim against such insurance be made, all monies received must be used for replacement and/or reinstalment of the buildings on the Lot in substantially the same dimensions, designs and exterior colour scheme as the original buildings on the Lot unless consented to by the Corporation.

**Part 7 – General Provisions**

8 Pets

A Lot owner or occupier of a Lot may keep not more than One (1) domestic animal in his or her Lot and may allow that animal access to the Common Property.

- 8.1 Where an owner or occupier of a Lot or any other person who is on the Common Property (whether express or implied) brings or keeps a pet on the Lot or any other part of the Common Property, that owner or occupier is:

- 8.1.1 liable to the owner or occupier of their Community Lot and all other persons lawfully on the Common Property for any noise which is disturbing to an extent which is unreasonable and for damage or loss of property or injury to any person caused by the pet; and
- 8.1.2 responsible for cleaning up after the pet has used any part of another Community Lot or any part of the Common Property; and
- 8.1.3 an owner or occupier of a Community Lot must ensure that no pet is permitted to roam loose or not be under effective control on the Common Property; and
- 8.1.4 an owner or occupier must ensure that any animal under his or her control does not urinate or defecate on the Common Property.

9 Offences

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

Maximum Penalty - \$1,000.00

## 10 Corporation's Obligations under the Act

- 10.1 Hold annual general meetings
- 10.2 Prepare accounting records of the Corporation's receipts and expenditure and an annual statement of accounts
- 10.3 Have the annual statement of accounts audited
- 10.4 Establish administrative and sinking funds
- 10.5 Maintain a register of the names of the owners of the Lots.

## 11 Insurance

### 11.1 Annual Review

The Corporation must review its insurance at least once every year and provide a report on such insurances to the annual general meeting of the Corporation. The annual general meeting must consider, and make a decision as to, whether the insurances are adequate or whether they should be varied.

### 11.2 New Insurance

The annual general meeting may direct the Corporation to:

- 11.2.1 effect new insurance; and/or
- 11.2.2 vary or extend any existing insurance, and

the Corporation must act on such direction immediately after the annual general meeting.

### 11.3 Not to Void Insurance

A person must not do anything, without the Corporation's prior approval, which might void or prejudice any insurance effected by the Corporation, or increase any insurance premium payable by the Corporation.

### 11.4 Insurance of Community Lots

An owner of a community lot must:

- 11.4.1 insure all improvements on their lot for full replacement value; and
- 11.4.2 when requested to do so by the Corporation, provide the Corporation with a copy of the insurance policy, and evidence that the premium has been paid and the policy is current.

## 12 Community Infrastructure

### 12.1 Owner's Contributions

Each Owner of a community lot must contribute to the cost of maintenance and repair of the Community Infrastructure. An Owner's contribution will be calculated on the basis of that Owner's lot entitlement specified in the Certificate of Lot Entitlements provided in respect of Community Plan No. 26856 as a proportion of the total lot entitlements.

### 12.2 Sinking Fund

The Corporation will establish a sinking fund comprising Owner's contributions made under these by-laws. The Corporation must ensure that adequate contributions are made to the fund to enable the Corporation to meet the ongoing costs of maintenance and repair of the Community Infrastructure.

## 13 Owner's Financial Contributions

### 13.1 Administrative Fund

The Corporation will establish an administrative fund comprising Owner's contributions made under these by-laws.

### 13.2 Fixing of Contributions

The Corporation will fix by ordinary resolution in a general meeting the amount of an Owner's contributions to the administrative fund and the sinking fund. Unless the Corporation otherwise determines, an Owner's contribution to the administrative fund will be calculated by reference to that Owner's lot entitlement.

### 13.3 Payment by Instalments

The Corporation may allow an owner to pay its contributions to the administrative fund or the sinking fund by instalments and may charge interest on any contributions not paid by the due date.



Your Choice Property Management T/A Your Choice Property Management  
 PO Box 369 MORPHETT VALE SA 5162  
 Tel: 0404442344 Agent No: 239657  
 Email: christine@yourchoicepm.com.au



Member of SAA

SAPM003 © reaforms Pty Ltd

# RESIDENTIAL TENANCY AGREEMENT

## FIXED TERM OR PERIODIC

This is a Residential Tenancy Agreement and the parties to this Agreement should consider obtaining legal advice about their rights and obligations under this Agreement.

The Landlord agrees to let and the Tenant agrees to rent from the Landlord the Premises detailed below on the terms set out in this Agreement.

### LANDLORD

Name Mr Marc & Mrs Jenny Berry  
 Address PO Box 140 Woodcroft, SA 5162

### AGENT

Name Your Choice Property Management  
 Address Po Box 369, Morphett Vale, SA, 5162, AU  
 Mobile \_\_\_\_\_ Phone 0404442344 ABN 57 088 632 150  
 Email christine@yourchoicepm.com.au RLA 239657

### TENANT/S

The Tenant/s consent to the below email being used for the purposes of service under the Act.

Tenant 1 Aaron Raymond Challis-King Date of Birth 13/02/2023  
 Email challiskingaaron@gmail.com Phone 0439667909  
 Tenant 2 \_\_\_\_\_ Date of Birth \_\_\_\_\_  
 Email \_\_\_\_\_ Phone \_\_\_\_\_

### PREMISES

3/8 Aldinga Beach Road, Aldinga Beach, SA, 5173

#### Reservation of any part of the Premises

Detail of that part of the Premises or property excluded by this Agreement and/or reserved for the Landlord's own use.

N/A

### RENT

\$700.00 per fortnight SEVEN HUNDRED DOLLARS  
 (in words)

#### Rent payable in instalments

1<sup>st</sup> instalment: \$700.00 due on 19/09/2024 (date)  
 2<sup>nd</sup> instalment: \$700.00 due on 03/10/2024 (date)  
 Thereafter \$700.00 every  week  fortnight  four weeks  monthly

#### Payment method

Internet Transfer  Direct Debit  Rent Card  Other \_\_\_\_\_

#### Manner of Payment of Rent

NAB - BSB 085741 / ACCT 114027471 / NAME Your Choice Property Management / REF \*please use your

mobile number\*

**FIXED TERM TENANCY**  No  Yes

From 19/09/2024 To 17/09/2025

Note: If the period is less than 90 days prepare a Notice (Form 1) and attach

OR

**PERIODIC TENANCY**  No  Yes

From \_\_\_\_\_ Until terminated in accordance with this Agreement

**RENT INCREASE PROVISIONS**

The parties agree to increase the rent on the following basis and times

the rent will increase to \$ \_\_\_\_\_ per \_\_\_\_\_ on \_\_\_\_\_ (date)

the rent increase will be calculated by the following method and on the following dates:

In any event and/or if no set rent increases are detailed above the parties agree that the Landlord may increase the rent in accordance with section 55 of the Act by giving notice prior in accordance with and complying with section 55(2) (c) and section 55(2b) of the Act and as may be detailed in this Agreement.

Note: If the tenancy changes from a fixed term to a periodic tenancy, the rent cannot be increased within 12 months after the start of the original agreement or the last increase.

**BOND**

1400.0 Max is 4 weeks' rent if rent is \$800p/w or less, OR 6 weeks' rent if rent is more than \$800p/w.

**WATER CONSUMPTION**

The Tenants are to pay water charges and allowances as detailed and as allowed under the Act.

All quarterly supply charges & all water usage or group shared invoiced services (Community Title/Strata)

All water usage

All water usage over & above \_\_\_\_\_ annual allowances

No charge for water

Other \_\_\_\_\_

If the consumption of water at the Premises is separately metered, the Landlord may require the Tenant to reimburse the Landlord for rates and charges for water consumption that are based on the amount of water used at the Premises pursuant to this Agreement.

If the Property is not individually metered for a service, the Tenant will pay an apportionment of the cost of the service as set out below, where any services are in the name of Landlord in accordance with the Act.

Service	Apportionment
_____	_____
_____	_____

**INSURANCE**

Landlord has responsibility for insurance of the building and premises and any contents owned by the Landlord.

Tenant has responsibility for insurance of contents of the premises (for property the tenant has possession of).

**PROSPECTIVE SALE**  No  Yes

The Landlord has a present intention to sell the Property. **If YES**, give details.

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

**PETS**

No  Yes – Refer to Pet Agreement (Stand Alone)  As per below

**DOMESTIC APPLIANCES & INFORMATION**

Information for appliances and devices will be reasonably given (and can be in writing or verbally) and may be provided via email by the Agent.

Facility	Model/Name (if applicable)
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**SPECIAL CONDITIONS**

Special Conditions relating to the Tenancy

Refer General Annexure Item 1  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

**ADDITIONAL TERMS**

See Additional Terms Annexure  
\_\_\_\_\_

## GENERAL CONDITIONS

### 1. Application of Act and Regulations

The provisions of the *Residential Tenancies Act 1995* (the '**Act**') and the *Residential Tenancies Regulations 2010* (the '**Regulations**') as amended from time to time apply to this Agreement and wherever there be any inconsistency or conflict between the terms of this Agreement and the Act or Regulations then the Act or Regulations will prevail and the terms and conditions in this Agreement will be read down but so as to preserve as far as possible the clauses or provisions of this Agreement.

### 2. Manner of Payment of Rent

The Tenant will pay rent to the Landlord for the Premises at the rate and in the manner and place specified in this Agreement without setoff or abatement.

### 3. Rates Taxes and Charges

The Landlord will bear all statutory rates taxes and charges imposed in respect of the Premises. The Tenant is to pay water rates as set out in this Agreement and in accordance with the Act and Regulations.

### 4. Rent Review

The rent will be reviewed and may be increased by written notice in accordance with section 55 of the Act. The Landlord can increase the rent at least 12 months after the date on which this Agreement was entered into or if there has been a previous increase of rent, the last increase in accordance with section 55(2b) of the Act.

### 5. Subletting and Assignment

The Tenant cannot sublet the Premises or assign their interest under this Agreement without the prior written consent of the Landlord which consent will not be unreasonably withheld.

### 6. Re-letting

If the Tenant breaches this Agreement during the term and the Landlord re-lets the Premises, the Tenant will pay the Landlord's reasonable re-letting costs including advertising out of pocket expenses and legal fees together with the rent in accordance with the Act. The Landlord or its Manager may charge for processing an application for consent to sublet or re-let the property.

### 7. Tenant's Obligations

#### The Tenant must:

- 7.1 Pay for all services to the Premises which may include but not limited to gas, oil, electricity, water consumption, telephone, internet (including NBN) and any other amounts recoverable at law.
- 7.2 Keep the Premises clean and secure and notify the Landlord of any damage to the property and report immediately to the Landlord any breakdown or fault in equipment, water, electrical or other essential services to the property.
- 7.3 Keep all drains clear and only use sewers and plumbing in the normal course and use.
- 7.4 Use the Premises only as a place of residence and not for any other purpose without the Landlord's written consent.
- 7.5 Pay for the cost of any repairs to the Premises where damage to the Premises is a result of a breach by the Tenant or their invitees of this Agreement or caused by the wrongful and/or negligent act of the Tenant and/or their invitees.
- 7.6 Maintain the grounds and gardens surrounding the Premises to at least the same standard as presented at the commencement of the term of the tenancy.
- 7.7 Where the Premises comprise a unit under the *Strata Titles Act 1988* or the *Community Titles Act 1996* or are comprised in a form of multiple dwellings the Tenant will comply in all respects with the provisions of the Articles of the Corporation, its by-laws, and any directions of the Corporation or the management of rights of unit or lot holders.
- 7.8 Keep the Premises clear of rubbish and comply with any by-laws concerning rubbish collection.
- 7.9 The Tenant will comply with all reasonable directions of the Landlord in relation to the maintenance, care and use of the Premises.

**The Tenant will not:**

- 7.10 Subject to the provisions of the Act, alter or remove a lock or security device or add a lock or security device without the consent of the Landlord. The Tenant must insure and keep insured all the Tenant's belongings against all risks.
- 7.11 Without the Landlord's written consent, not to be unreasonably withheld in accordance with the Act, make any alteration or addition to the Premises.
- 7.12 Use or cause or permit the Premises to be used for any illegal or unauthorised purpose (e.g. drug related conduct) or cause or permit a nuisance. The Tenant must not cause or permit an interference with the reasonable peace, comfort or privacy of another person who resides in the immediate vicinity of the Premises.
- 7.13 Intentionally or negligently cause or allow damage to the Premises (including placing of nails plugs or screws and/or fixing any adhesives to any part of the Premises whatsoever).
- 7.14 Use any part of the Premises except in connection with the intended purpose of the fixture or fitting.
- 7.15 Interfere with any plant, equipment or machinery on the Premises other than in accordance with consent of the Landlord and the manufacturer's instructions.
- 7.16 Bring any bicycle, motorcycle or electric transport (including e-scooters) into the living areas of the Premises.
- 7.17 Erect or place any sign or notice on or in the Premises.

**If the Premises contains a swimming pool, the Tenant will:**

- 7.18 Maintain the pool in all things at the expense of the Tenant for chemicals, any maintenance and cleaning and labour costs.
- 7.19 Observe all maintenance instructions and regimes and all instructions of the Landlord relating to maintenance.
- 7.20 Not drain the pool or instruct any structural repairs or maintenance without the consent of the Landlord.
- 7.21 Advise the Landlord of any damage to equipment, malfunction of equipment or any deterioration of the pool requiring attention.

**8. Landlord's Obligations****The Landlord will:**

- 8.1 Deliver the Premises at the commencement of the term in a reasonable state of cleanliness and comply with minimum housing standards pursuant to the *Housing Improvement Act 2016*.
- 8.2 Provide and maintain the Premises and ancillary property in a reasonable state of repair at the beginning of the tenancy and will keep them in a reasonable state of repair having regard to their age, character and prospective life and abide by all legal requirements regarding the buildings and health and safety in respect of the Premises.
- 8.3 Ensure that the requirements prescribed by the Regulations relating to the energy and water efficiency are complied with in relation to appliances, fittings and fixtures installed or replaced by the Landlord on the Premises on or after 1 July 2024.
- 8.4 Take reasonable steps to provide adequate locks and devices to ensure the Tenant is able to keep the Premises reasonably secure.
- 8.5 Grant the Tenant quiet enjoyment of the Premises during the term and not interfere with the peace, comfort or privacy of the Tenant and will take all reasonable steps to enforce this obligation upon any other tenant of the landlord in occupation of the Premises.

**9. Right of Entry****The Landlord may subject to the Act and Regulations enter the Premises in the following circumstances:**

- 9.1 Immediately in an emergency.
- 9.2 To carry out necessary repairs or maintenance at the request of the Tenant, at a reasonable time where the Tenant has been given at least 48 hours notice.
- 9.3 As may be arranged with the Tenant but not more than once each week to collect rent.
- 9.4 To inspect the Premises no more than four times a year at a reasonable hour and notice must be given to the Tenant of no less than seven days and no more than 28 days before the day of entry.
- 9.5 For the purpose of showing the Premises to prospective tenants at a reasonable hour and on a reasonable number of occasions during a period of 28 days prior to the end of the tenancy.
- 9.6 For the purpose of showing prospective purchasers at such reasonable times upon giving reasonable notice to the Tenant.
- 9.7 To determine if a breach has been remedied provided the Landlord has given the Tenant a notice of breach in a form prescribed by the Regulations, no less than seven days and no more than 14 days before the day of entry.
- 9.8 At any time with the consent of the Tenant given immediately before the time of entry.

## 10. Compensation for Damages

If the Tenant causes damage to the Premises by making an alteration or addition to the Premises or by removing a fixture, the Tenant must notify the Landlord and at the option of the Landlord repair the damage or compensate the Landlord for the costs of repairing the damage. The Tenant will indemnify and keep indemnified the Landlord against all claims whatsoever brought by any party against the Landlord or the occupier of the Premises arising from the Tenants breach of this Agreement and/or any negligence arising from the Tenants use of the Premises.

## 11. Termination by Landlord

### Fixed Term

The Landlord may terminate a fixed term agreement at the end of the fixed term in a form prescribed under the Regulations, specifying a prescribed ground of termination after giving at least 60 days' notice prior to the end of this Agreement, to the Tenant.

The Landlord can terminate this Agreement for breach of the terms of this Agreement in a form prescribed under the Regulations, specifying the breach and requiring remedy of the breach within a specified period (which must be a period of at least seven days) from the date of the notice. The Landlord may terminate this Agreement on the grounds of non payment of rent where rent or any part of the rent has been outstanding for a period of 14 days.

### Periodic Tenancy

The Landlord may terminate a periodic tenancy in a form prescribed under the Regulations specifying a prescribed ground of termination.

## 12. Termination by Tenant

### Fixed Term

The Tenant may terminate a fixed term agreement at the end of the fixed term in a form prescribed under the Regulations, without specifying a ground of termination, after giving at least 28 days' notice to the Landlord.

### Periodic Tenancy

The Tenant may terminate a periodic tenancy in a form prescribed under the Regulations without specifying a ground of termination, with the hand over date being at least 21 days from the date of the notice, or a period equivalent to a single rental period of the tenancy (whichever is longer).

## 13. Pets

13.1 The Tenant must not keep a Pet on the Premises without the consent of the Landlord, which must not be unreasonably withheld in accordance with the Act.

13.2 If the Landlord consents to the Tenant keeping a Pet at the Premises the Tenant will be subject to the following terms and conditions:

- (a) Pets must be kept outside at all times unless otherwise agreed in this Agreement.
- (b) This consent is expressly limited to the Pet detailed in this Agreement only and not others or substitute Pets.
- (c) All Pet waste is to be promptly cleaned up and properly disposed of.
- (d) All damage caused by the Pet is to be reported to the Landlord immediately and repaired at the cost of the Tenant.
- (e) The Tenant must ensure that the Pet does not restrict inspections or access for inspections.
- (f) The Tenant must comply with all Regulations in relation to keeping Pets and the Pet must not constitute or cause a nuisance to others or breach any by-laws or rules if in a unit complex.
- (g) No works will be undertaken for fencing and no warranties are given that the fencing or Premises is suitable. The Tenant accepts all liability if the Pet escapes from the Premises causing injury or damage to itself or others.
- (h) The Tenant must have any carpets cleaned to a professional standard at the end of the tenancy.
- (i) The Tenant signing this Agreement warrants that he/she has the authority of all other named Tenant/s to sign this Agreement on their behalf and all are bound by the terms and conditions.

**14. Definitions and Interpretation**

- 14.1 A **person** will mean and include a corporation.
- 14.2 A reference to the **Landlord** will mean and include the Manager of the Landlord from time to time acting and will include the servant agents and employees of the Landlord and/or the Manager.
- 14.3 **Premises** will mean and include the land together with any chattels included and ancillary property of the Landlord existing at the Premises.
- 14.4 The **Manager** will be the party described in this Agreement being the Agent or other party acting for the Landlord in the management of the Premises.
- 14.5 A reference to an Act of Parliament or to a section of an Act includes any amendment or re-enactment of that Act or section for the time being in force.
- 14.6 Where 2 or more persons are named in this Agreement their liability will be joint and several.

**15. GST**

Rental will not include GST. The Tenant will pay all GST unless excluded by law. GST will mean any Goods & Services tax imposed to include *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or any amending or replacing Act.

**16. Counterparts**

This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement. Without limiting the foregoing, if the signatures on behalf of one party are on different counterparts, this shall be taken to be, and have the same effect as, signatures on the same counterpart and on a single copy of this Agreement.

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## GENERAL ANNEXURE

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### General Annexure Item 1

1. The tenant(s) agree that NO SMOKING is to be done inside the home (including carports/garages) and agrees that he/she will pay costs for deodorizing/cleaning of any smoke stains/smells within the inside of the home.
2. That for any reason whatsoever if he/she has to break this agreement during the term of this agreement, the landlords agent shall have the authority to relet, assign or sublease on the tenants behalf and that the tenant will pay the landlords reasonable cost including the letting fee, advertising expenses together with the rental to the date on which he/she is released from this agreement.
3. That for some purpose of inspecting the premises the Agent may, in the absence of the tenant enter the premises in accordance with the notice served on the tenants.
4. The tenants agree not to keep pets on the premises prior to approval in writing has been obtained from the landlord. No pets are allowed inside unless approval in writing has been obtained from the landlord.
5. If the agreement is for more than 12 months then the landlord has the right to increase the rent in accordance with the Residential Tenancies Act 1955 as amended.
6. The tenant agrees to return the Inspection Sheets within 14 days.
7. All maintenance must be put in writing via your propertyme login (text messages NOT accepted unless an emergency issue). If an unnecessary maintenance call is made (e.g. no equipment fault), in the opinion of the trades-person, the tenant shall be responsible for the cost incurred. The tenant hereby agrees that should they engage a contractor without the Agents consent, the tenant shall be responsible for any costs incurred. If any after hours maintenance is deemed not of an urgent nature, the after hours services fee will be payable by the tenant.
8. The Tenant is obliged to not cause or allow a nuisance or interference with the reasonable peace, comfort and privacy of anyone else living in the immediate vicinity of the premises.
9. Cars are only to be parked in the designated areas and not on front nature strips or lawn areas.
10. The Tenant is advised no additional person is to occupy the premises except those listed on the application form.
11. The tenant understands that if keys are required due to locking themselves out there is a \$75 charge for agent attendance during business hours (Mon to Fri 9-5pm); \$150 fee out of hours.
12. If keys have not been supplied to a door or lock the tenant understands and agrees that keys will not be supplied or locks replaced on these doors during the tenancy.
13. All curtains & tracks must be washed/cleaned at the completion of the tenancy and at any time the agent requests.
14. Air filters are to be cleaned every 6 months.
15. The tenant understands when keys are handed back at the completion of the tenancy the agent is under no obligation to allow re-entry for issues noted at the Final Inspection. If re-entry is requested there may be an attendance fee of \$75 per visit payable prior to agent attendance.
16. The property has been viewed by the tenants and is accepted in it's current state.
17. As per the Residential Tenancies Act 1995 the tenant is aware they must give a minimum of 28 days notice to vacate prior to lease end if they are not renewing.
18. Any lease alterations are charged at 1.1 weeks rent per occurrence.

19. If keys are not returned at the completion of the tenancy and need to be re-cut there is a administration charge of \$27.50 + the cost of the keys for agent to complete

20. Floating floors - if floating floors are in the property the tenant acknowledges that these floors are not water proof, spills need to be wiped up immediately. Floating floors must only have minimal water used for cleaning and NO steam mops to be used.

21. No portable pools are to erected and filled without prior landlord and council approval including suitable fencing at tenants cost

22. Grounds MUST be maintained front & rear as well as front/side Council strip.

23. This property is to be left free of any odours from food preparation. If the tenant cooks food that leaves a cooking odour in the property, the tenant will be liable for the cost of removing that smell. This may include the cost of cleaning or replacing, curtains, carpets and paintwork.

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## ADDITIONAL TERMS ANNEXURE

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### 1. General Maintenance

The Tenant agrees and will maintain the Premises by keeping the Premises in a clean, neat & tidy condition at all times. No rubbish is allowed to be left in or around the Premises or units if in a group. All maintenance requests are to be reported via the Agent, Property Manager's email address advised.

The Tenant is responsible during the tenancy and in particular at the end of the tenancy to present the Premises in a clean, neat & tidy condition including all fixtures and fittings, windows, paths, driveways and gardens. Should there be any damage caused to walls, ceilings, curtains, blinds or flooring by smoking inside, the tenants will bear the cost of any cleaning, repairs or replacement of items as necessary.

\* Floating floorboards are to be washed with a damp mop ONLY. Over wetting causes damage, it will be at the Tenant's expense to repair any such damage caused by the Tenant, by an authorised tradesperson.

\* No Blu Tac, thumbnails or sticky tape is to be used on the walls or ceilings.

\* Chopping boards are to be used in the kitchen at all times.

\* The Tenant will provide an oil tray and not allow the car to drip oil on driveway or parking areas, and will keep the same free of rubbish or oil stains. Under no circumstances is the tenant/s to park any type of vehicle on any part of the garden area. The tenant/s is not permitted to keep unregistered or un-roadworthy vehicles of any type on the Premises.

\* The curtains, blinds and carpets are to be cleaned or vacuumed on a regular basis by the Tenant.

\* The Tenant is liable for any damage caused by their pot plants or pets to doors.

\* The Tenant will not under any circumstances use kerosene type heaters or Gas Bottle Cylinders in the Premises, nor store any dangerous goods or substances on the Premises.

\* The Tenant agrees to and will not place any sanitary items, paper towels, latex products, wet ones or excess toilet paper into the toilet. Should this be the cause of a blockage, the Tenant will be charged for the plumber's invoice.

\* No extra picture hooks are allowed on any walls unless approved by the Landlord in writing.

\* If the smoke alarm(s) at the Premises appear not to be working for any reason the Tenant will advise the Agent immediately. Where the Landlord has arranged an annual compliance check of the smoke alarm the Tenant will allow access. The service contractor will provide advance notice of their attendance.

\* The Tenant agrees to regularly dispose of any broken furniture, bottles and cans and general rubbish during the tenancy.

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### 2. Services

The Tenant will notify the appropriate suppliers of services (power, water and gas) at commencement and departure dates at the end of tenancy.

The Landlord does not warrant that internet or other services work or are connected and any such services are the responsibility of the Tenant.

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### 3. Smoking

The Tenant is aware and agrees that smoking is not permitted inside the Premises.

If the Tenant and/or visitors wish to smoke then this must be done outside of the Premises and all used wrappers, packets and butt ends are to be safely disposed of and no litter caused.

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### 4. Tenants to Maintain Gardens (to the extent of any)

The Tenant agrees to maintain the lawn and garden areas of the Premises which includes (to the extent of any garden) watering, regular lawn mowing and edging, and to keep all gardens, lawns, including the verge and shrubs healthy, neat, tidy and weed free at all times.

The Tenant agrees to be responsible for ensuring any fallen leaf matter is swept up and disposed of accordingly. If a BBQ is used on the Premises, the floor needs to be protected from any grease from the

BBQ. Cobwebs in and around any external areas are to be regularly brushed down.

The Landlord (to the extent of any garden) will be responsible for seasonal pruning required depending on the type of gardens e.g. roses, fruit trees and hedges.

The Tenant will not install ponds, wading pools, swimming pools or spas on the Premises without the prior written permission from both the Landlord and Agent. Please Note that in the event that permission is granted the Tenant will bear the substantial cost of erecting a pool safety barrier as required by Law.

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## 5. Sub-letting and Airbnb

The Tenant is expressly prohibited from subletting a part or whole of the Premises for any commercial endeavour such as Airbnb without the Landlord's written consent first being obtained.

The Tenant is aware the Landlord rents the Premises to the Tenant only and the Tenant agrees not rent, sublet or grant a licence to occupy part or whole of the Premises without prior written consent from the Landlord, for example the Tenant cannot list the Premises on Airbnb without express written consent and this is due in part to the damage and security risk imposed on the Landlord and the Premises and the fact that it is rented personally only.

The Tenant is not permitted to sublet the Premises for profit or reward at all nor part with possession of the Premises or any portion without consent in writing of the Landlord, unless expressly allowed at law.

Possession is not be granted over the Premises or any portion thereof to a third party on a Holiday or Short Term basis, directly or through any agent or booking service and or through on-line services such as Airbnb without express written consent of the Landlord.

The Tenant is not entitled and will not increase the number of occupants in the Premises (as per the Residential Tenancy Agreement) without first obtaining approval in writing from the Landlord.

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## 6. Vacating the Premises

The Tenant agrees to allow a "For Lease" signboard to be erected as necessary and to allow the agent access for open inspections.

The Tenant will not leave any personal belongings or rubbish on the Premises at the end of their Tenancy.

If the Tenant does not follow any outgoing check lists and as a result or in any event the Premises is returned in an unsatisfactory condition, the Landlord is entitled to employ professional cleaners to rectify any issues and this expense will be deducted from the bond and or recovered from the Tenant.

The Tenant may also be charged for replacement of lost or damaged "ancillary property" provided with the Premises at the commencement of the tenancy by example and not limited to: remote controls for air conditioners, roller doors, alarm systems, swipe cards for entry/exist doors, appliance manuals and any other ancillary property provided.

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## 7. Inspections

At all periodic inspections the Premises is to be presented in a good clean, neat & tidy condition. The Agent will be checking all wet areas for mould & scum and all appliances (particularly the oven, griller and cooktops,) vents, range hoods, exhaust covers, light fittings, window sills & tracks.

The Agent will look at air conditioning vents and filters and that lawns are mowed and edged and gardens are neat, tidy and weed free. Photos of the Premises will be taken during the inspection. The Agent will use spare keys to access the Premises at all periodic inspections and will confirm all inspections by letter or email between 7 and 14 days prior and as required under the Act

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## 8. Late Payments of Rent

The Tenant is encouraged to ensure the rent is paid on time every time so that our business relationship remains beneficial for both parties. The Tenant should contact the agent if they have any queries or concerns regarding Rent Arrears Policy. In extreme cases of rent arrears the Agent may lodge details on the tenancy

screening databases.

The Agent's Rent Arrears Policy is as follows:-

3 Days Late - The Agent may send you an automated SMS text message or email .

5 Days Late - A 'Friendly Reminder' email will be sent and the Agent will phone the Tenant .

7 to 8 Days Late - SMS text message will be sent and the Agent will phone the Tenant or visit the Premises .

10 Days Late - A 'Final Reminder' email will be sent and the Agent will phone the Tenant or visit the Premises .

15 to 16 Days Late - Breach of Tenancy Notice will be issued .

Eviction will follow if the problem is not remedied .

Where the Tenant is consistently late in rental payments the Landlord may elect not to renew the tenancy .

Any tenancy reference provided by the Agency as authorised by the Tenant , will include a summary of payment history .

The Agent encourages the Tenant to ensure their rent is paid on time , every time so that our business relationship remains beneficial for both parties .

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## 9. Damage to Others

The Tenant indemnifies the Landlord and Agent against: (a) any injury, loss or damage which may be caused to the Premises; (b) the death or injury of the Tenant, the members of his family or household, his guests and invitees; and (c) loss of or damage to the Tenant's property or the property of the of other persons; where (a) (b) or (c) result from the use or misuse of the Premises by the Tenant or other persons on the Premises with consent of the Tenant.

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## 10. Master Keys

Master keys will not be issued to the Tenant, therefore locking keys inside Premises and loss of keys after hours will result in the Tenant having to pay a call out fee to a Locksmith , plus the cost of changing the locks if required .

Neither the Landlord nor the Agent will be responsible for any afterhours call out fees . If locks are changed you are expressly required and agree to give a copy of the new keys to the Agent the next business day .

Failure to provide keys may result in penalties under the Act .

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## 11. Emergency Contact Information

In case of an emergency repair, maintenance, accident etc. outside of normal business hours 9am to 5pm Monday to Friday or Public Holidays the Tenant agrees to and will contact the Agent on 0404 442 344 and give full details of the nature of the repair, maintenance or accident which is or could be detrimental to health, life or security of the Premises .

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**PRIVACY STATEMENT**

The Agent uses personal information collected from you to act as the agent and to perform its obligations as agent. The Agent may disclose information to other parties such as its client, to potential purchasers of the property, or to clients of the Agent both existing and potential, as well as to tradespeople, strata corporations, government and statutory bodies and to other parties as required by law. The Agent will only disclose information in this way to other parties as required to perform their duties for the purposes specified above or as otherwise allowed under the *Privacy Act 1988* (Cth). If you would like to access this information you can do so by contacting the Agent at the address and contact numbers in this agreement. You can correct any information if it is inaccurate, incomplete or out-of-date. Real estate and tax law requires some of this information to be collected.

**ACKNOWLEDGEMENT AND CONSENT**

The parties acknowledge and consent to each signing this document (and any notices given under this document or legislation) themselves, or by their attorneys and/or representatives, by electronic and/or digital signatures pursuant to the *Electronic Communications Act 2000* (SA) and the *Electronic Transactions Act 1999* (Cth) as applicable, and delivering this document and giving and receiving any communications relating to this document electronically .

**EXECUTION**

**TENANT 1**

*ACK*

**DATED**

17/09/2024

**TENANT 2**

**DATED**

**The Tenant(s) acknowledge receipt of**

Information Brochure - *Residential Tenancies Act 1995*

Yes  No

Statutory Notice for Short Fixed Term Tenancy (if less than 90 days)

Yes  No

Inspection Report

Yes  No

Manuals and Instructions or internet directions to access

Yes  No

**SIGNED BY OR ON BEHALF OF THE LANDLORD**

**DATE**

*Christine Bartlett*

17/09/2024

- Landlord
- Agent as authorised

**OFFICE USE**

- Inspection Report sent  Yes
- Manuals or instructions (written or oral) for domestic facilities given  Yes
- A copy of this Agreement sent  Yes
- Security Bond Form  Yes
- Information regarding Water Charges  Yes
- Agents Tenant Information Annexure  Yes
- Keys given  Yes

## NOTICE OF TENANCY DETAILS

### *Residential Tenancies Act 1995*

Details pursuant to section 48 of the Act to be supplied at commencement of new tenancy.  
TO BE RETAINED BY THE TENANT

#### INFORMATION REGARDING YOUR TENANCY

##### TENANT/S

Tenant 1	Aron Raymond Challis-King	Date of Birth	13/02/2023
	Email		Phone
	challiskingaaron@gmail.com		0439667909
Tenant 2		Date of Birth	
	Email		Phone

The Tenants consent and will accept all Notices under the Act and other communications from the Agent being sent to their email addresses above.

##### PROPERTY

Address 3/8 Aldinga Beach Road, Aldinga Beach, SA, 5173

##### AGENT

Name Your Choice Property Management trading as Your Choice Property Management

Address PO Box 369 MORPHETT VALE SA 5162

Mobile \_\_\_\_\_ Phone 0404442344 ABN 57 088 632 150

Email christine@yourchoicepm.com.au RLA 239657

The Agent will accept service of all Notices by email to this address.

##### LANDLORD

Name Mr Marc & Mrs Jenny Berry

Address PO Box 140 Woodcroft, SA 5162

If Company (registered address) \_\_\_\_\_

If Landlord not owner (Owner): \_\_\_\_\_

**Person with superior title to the landlord:** Name the person who has a right of ownership to the rented property (e.g. if the head tenant has sublet the property, the head tenant would complete the above section of this notice as the landlord and the person who owns the property has superior title to them)

Insert full name \_\_\_\_\_

Address \_\_\_\_\_

**DETAILS OF EMBEDDED ELECTRICITY NETWORK (if applicable)**

General information about the nature, benefits and potential consequences of participating in an embedded network.

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Details of the retailer for the embedded network, including applicable electricity tariffs, the retailer's contact information, ABN and website.

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Information about metering arrangements in relation to, and potential costs of, participating in the embedded network.

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Cost apportionments per kilowatt hour for any bundled utilities arising from participating in the embedded network.

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**RESIDENTIAL TENANCIES ACT 1995****Section 48—Information to be provided by landlords to tenants**

- (1) A landlord must ensure that a tenant is given, before or at the time the landlord and tenant enter into a residential tenancy agreement, a written notice setting out -
- (a) if an agent is acting for the landlord - the agent's name, telephone number and postal or email address for service of documents; and
  - (b) the landlord's full name and postal or email address for service of documents (which must not be the agent's address for service); and
  - (c) if no agent is acting for the landlord - the landlord's telephone number; and
  - (d) the full name and address of any person with superior title to the landlord; and
  - (e) if the landlord is a company - the address of the registered office of the company; and
  - (ea) if electricity is supplied to the Premises via connection point that is part of an embedded network – the prescribed information relating to the supply of electricity; and
  - (f) any other information required by the Commissioner.  
Maximum penalty: \$20,000.  
Expiation fee: \$1,200.

- (2) A landlord must take reasonable steps to ensure that a tenant is given, before or at the time the tenant commences occupation of the premises under a residential tenancy agreement, manufacturers' manuals, or written or oral instructions, about the operation of any domestic facilities requiring instructions.

**Note-**

Domestic facilities requiring instructions should also be listed in the tenancy agreement - see section 69(3a).

- (3) If a person succeeds another as the landlord, the new landlord must, within 14 days, ensure that the tenant is given a written notice setting out -
- (a) if an agent is acting for the new landlord - the agent's name, telephone number and postal or email address for service of documents; and
  - (b) the new landlord's full name and postal or email address for service of documents (which must not be the agent's address for service); and
  - (c) if no agent is acting for the new landlord - the new landlord's telephone number; and
  - (d) if the new landlord is a company - the address of the registered office of the company; and
  - (e) any other information required by the Commissioner.  
Maximum penalty: \$20,000.  
Expiation fee: \$1,200.
- (4) If a name, postal or email address or telephone number of which the landlord is required to notify the tenant under this section changes, the landlord must, within 14 days of becoming aware of the change, notify the tenant in writing of the change.  
Maximum penalty: \$20,000.  
Expiation fee: \$1,200.
- (5) In this section –  
**embedded network** has the same meaning as in the *National Electricity Rules*.

## **HOW TO RESET YOUR SAFETY SWITCH (IF INSTALLED)**

A safety switch usually trips for one of two reasons. First, it may be a faulty appliance that is 'leaking power to the earth' or second, it may be wiring that is 'leaking power to earth'.

In some limited circumstances, you may be able to safely assist to locate a faulty appliance.

To check to see if your safety switch is tripping due to a faulty appliance:

- 1) Unplug and remove from the power point (simply switching off the power point will not work) the last electrical appliance that you were using and try to reset the safety switch. If this resolves the problem then have the appliance in question checked.
- 2) If step 1 does not fix the problem Go through the house and **unplug** all of your appliances (yes, all of them!), including the fridge.... (Simply switching off the power point will not work). Try to reset the safety switch again. If step 2 has resolved your problem then plug in a radio and turn it up so that you can hear it throughout the house. Plug the appliances in one by one. The faulty appliance will trip the safety switch and the radio will go silent.
- 3) If you have unplugged all your appliances and tried to turn the safety switch back on and it refuses to stay on, then please call your agent for further testing.

As per your lease agreement you will be responsible for the charges if an electrician is called and he finds the fault is caused by an appliance of yours or incorrect use of any installed on the property.

# Our Smoke Free Policy For A Smoke Free Property!

We respect your right to smoke, this is your choice! However we wish to outline our office policy, and request that you choose ***not to smoke*** inside the rental property.

We want everyone to be able to enjoy their rental property, in the way they wish to enjoy it! However we wish to inform you how smoking will damage the property, and also cause the property to be less desirable for others to enjoy the property in the future.

Therefore for your information, we wish to outline common problems we encounter when people choose to smoke inside a rental property. Most importantly, we wish to outline some the financial consequences of insisting on this choice.

## Damage to Paintwork

**Interior Surfaces Stained-** Regular smoking will over time, coat painted surfaces like walls, ceilings, doors etc in a thin brown film. In bad cases, this yellowy brown coating becomes evident when pictures previously hanging on walls are removed. The picture outline is clear, with white spaces indicating where the picture once hung, with the surrounding walls a distasteful yellowy-brown colour. This can also be clearly seen on the ceilings.

**Costly to Rectify-** This is can be very expensive to rectify! Not only do all affected surfaces have to be washed before being re-painted, but also coated with a sealer first to stop the brown colour leaching through the paint when it is applied. This can cost hundreds or even thousands of dollars in painter's costs alone. **In all cases, this will be charged in full or in part- to the tenant.**

## Unpleasant Odour

**Odours-** Regular smoking will also cause a distasteful smell to soak into every part of the property that has been exposed to the smoke. This includes walls, ceilings, doors, curtains, blinds and anything that allows a smell to penetrate! In other words, smoke odour will penetrate EVERYTHING!

**Costly To Rectify-** This is a huge job to rectify. Curtains need to be dry cleaned and deodorised. The home may have to be deodorized throughout. However, removing the smell may only happen over time. If a property cannot be re-rented because the smell makes the property unattractive to a new tenant, the landlord may insist compensation be claimed against the tenant that caused the problem.

**We hope we have given enough reason why we insist that you smoke outside the property, and ask that you respect our office policy**

# TO THE TENANT

WELCOME TO YOUR NEW HOME

## Contacting Me

Please note my office hours are Monday to Friday 9am - 5pm.  
Contact outside of these hours is for EMERGENCIES ONLY. All maintenance must be put in writing (unless an immediate health/safety risk); text messages will be ignored for maintenance requests.

## Paying rent

The Residential Tenancies Act states that the responsibility of the tenant is to pay rent to the landlord/agent. As I do not accept payments at an office you have been issued with a rent payment card which has printed on it my Trust Account BSB, Account Number and name and an Agent Reference Number.

Deposit slips can be used across the counter at any NAB or if you wish to set up a direct debit then take the card into your bank as it has the details. You can also use it to set up a third party transfer on the internet if you so wish. **But please note that your agent reference number must be on all transactions otherwise I will not know who has paid their rent and it will not be credited to your property.**

Rent is always payable in advance on or before the due date as stated in your tenancy agreement.

## Electricity, gas, telephone and water.

It is your responsibility to have the gas, electricity and telephone connected in your name and to have the account finalised when you vacate. For your information, the following telephone numbers are:

<b>Electricity</b>	<b>AGL</b>	<b>13 12 55</b>
<b>Gas</b>	<b>Origin</b>	<b>13 20 61</b>
<b>Phone</b>	<b>Telstra</b>	<b>13 22 00</b>

By calling these numbers, you can connect the appropriate service to your new home.

## Change of telephone numbers

If for any reason you have a change of telephone number i.e. change of employment or change of home number or mobile, it is vitally important that you pass on your new details to me.

In cases of emergency, if I do not have the correct numbers it is impossible to contact you.

## **Bond protection**

I make every endeavour to lease properties in a clean and tidy condition and to make properties attractive to you. I request that landlords do their utmost to present the property in its best condition.

In accordance with your lease agreement, the property must be maintained and kept in a fit and property condition. It is therefore expected that the property will be left in the same condition as you found it.

I carry out thorough condition reports at the time of leasing and again at the expiration of the lease, therefore, it is vitally important that the contents of the condition report are agreed upon before you move into the property. This condition report is given to you at the time of lease commencement. Please take it with you and go through the home thoroughly adding anything you see that has not been included into this report. Please return it to me within 14 days of receiving it so that I can then give you a photocopy of this and it becomes your ingoing inspection.

Over many years of property management experience, I have noticed that there have been several areas that have been neglected. To ensure that your security bond is refunded to you in full at the expiration of the lease, particular attention should be taken to areas such as kitchen bench tops, cupboards and sinks, carpets and floorboards, bathroom and kitchen tiles to both floors and walls, if applicable, oven griller and hotplates, exhaust fans if installed.

## **Gardens**

Under the terms of your lease agreement, the gardens in both the front and rear of the property are to be maintained and kept in the same condition as found. Regular maintenance and watering of the garden is expected at all times. As part of the condition report, I do take photos at the commencement of the lease. If the gardens are not maintained to their original condition, a claim can be made against the bond.

I believe that it is best to notify you now regarding what is expected in relation to both internal cleaning of the home and the external maintenance of the gardens, to ensure that at the expiration of your lease, your bond will be returned to you in full.

## **Carpets**

Marks and stains on carpets must be removed before any serious damage occurs to the carpets themselves.

If necessary a professional carpet cleaner should be engaged. If you are not sure how to remove a particular stain, please call me for assistance as I have access to professional carpet cleaners who do an excellent job at a reasonable rate.

## **Picture/photo hanging**

I appreciate people like to make their new residence feel like home by hanging photographs and paintings.

I insist, however, that before any hooks are hammered into walls, you contact me so I can gain permission for you.

Permission is not unreasonably withheld in most cases; however, it is not permitted without the written approval from the landlord or the agent. Likewise upon your vacating the property, the tenancy agreement states that you must return it to the same condition as you found it. Therefore, it is expected that you will repair all marks to walls and any hook or screw holes.

Blue tack must not under any circumstances be put on walls, door etc

## **Repairs**

In accordance with your lease agreement, any damage, malfunction or problem should be reported immediately to me.

If necessary, an inspection will be carried out promptly and the matter reported to the landlord for the appropriate action to be taken. If it is an urgent repair, then I have the right to have that repair carried out immediately.

My company will always act on a problem as soon as possible. For your information however, sometimes, it can take time to locate landlords and to obtain their authorisation to carry out repairs.

This is not a delay that I try to prolong, I action the problem and give it my attention as soon as possible.

## **Pets**

In accordance with your tenancy agreement, pets are not allowed unless you have the written consent of the landlord or their agent. It is not my policy to hinder people who have pets from leasing properties.

Landlords will consider pets, provided they have been given adequate notice and that the pets are housed outside the dwelling.

If you are considering getting a pet after taking a lease agreement, please contact me first so I can get the approval of the landlord or otherwise.

## **Regular Inspections**

I carry out regular inspections on the property and written notice is given to you when this is to occur. My endeavours are to make sure you are happy and answer any complaints that you may have. Therefore, I advise you to be home when I carry out these inspections however if you cannot make the inspection time, I will inspect the property in your absence and contact you if I have any concerns. At these inspections photos will be taken of the front yard and the back yard to compare to the last inspection to make sure they are being maintained.

## How to give notice of intention to vacate

Provided your lease has not expired, notification must be given in writing and it must be in accordance with the terms of the Residential Tenancies Act i.e. A minimum of 28 days notice. If for any reason you need to discuss your intention to vacate further, please contact me to discuss the matter before you action your notice.

## Handing in keys when vacating

The handing in of keys signifies the legal termination of your tenancy. Please remember you are liable for additional rent in accordance with the Residential Tenancies Act if:

1. You do not return the keys by 9am the day after your lease expires.
2. You inadvertently keep some keys
3. You lock the keys inside the vacated premises unless agreed upon prior with agent.

## Change of locks

If any locks have to be changed because the keys are not handed in, the cost of such lock changes are to be borne by you.

It is always a good idea to count how many keys you received when you moved into the home to make sure that the same amount of keys are returned to me at the time of your departure. Referring back to the key sheet you signed when you moved in should help as there is a photocopy of all keys on it.

## Car Parking

Cars are only to be parked in the designated areas and not on front nature strips or lawn areas.

## Contacting Me

Please note my office hours are Monday to Friday 9am - 5pm. Please only contact me outside of these hours for EMERGENCIES ONLY.

Please do not hesitate to contact me if I can assist in any way.

Kind Regards,  
Your Choice Property Management



Christine Bartlett  
Owner & Property Manager

# LEASE EXTENSION AGREEMENT

**DATE:** 10/07/2025

**The Landlord:** Mr Marc & Mrs Jenny Berry

**The Tenant:** Aaron Challis-King & Hettige Don Nimesha Hansani Gunasekara

**Address of Premises:** 3/8 Aldinga Beach Road, ALDINGA BEACH SA 5173

**Current Expiry Date:** 17/09/2025

**Current Rent:** \$700.00 per fortnight

**The Renewal Term:** 12 months

**New Lease Expiry:** 16/09/2026


**New Rental Amount:** \$760.00 Fortnightly; due fortnightly in advance; Increase commencing 18/09/2025

**Additional Conditions:** PLEASE NOTE: You are required to provide a minimum of 28 days' notice if you are not renewing your lease. If lease alterations are required these are charged at 1.1 week of your rent per occurrence.

It is hereby agreed between all parties that the term of the lease shall be extended as per the offer above.

**This is a legal binding agreement once all parties have signed.** This is an extension of your original lease agreement and all conditions from the original lease and subsequent renewals will still apply.

Signed by Tenant/s:  DocuSigned by: 89BDA6D184D24AB... Dated: 11 July 2025 | 2:55 PM ACST  
Aaron Challis-King

Signed by Tenant/s:  Signed by: 3D4FA714430A431... Dated: 11 July 2025 | 4:37 AM ACST  
Hettige Don Nimesha Hansani Gunasekara

Signed by Agent:  DocuSigned by: D219A29A26E8431... Dated: 11 July 2025 | 5:06 PM ACST  
Your Choice Property Management

# NOTICE TO TENANT OF RENT INCREASE PURSUANT TO SECTION 55

To: Aaron Challis-King & Hettige Don Nimesha Hansani Gunasekara

I hereby give you notice of an increase in rent in relation to premises at: 3/8 Aldinga Beach Road, ALDINGA BEACH SA 5173

On: 18/09/2025

Your new rent will be: **\$760.00** per fortnight

PAYABLE: Fortnightly

1. This being not less than 60 days notice.
2. This increase being not less than 12 months after the day in which the tenancy commenced, or, if the rent has been increased under this section, the day on which it was last increased.



Signature of Landlord/Agent

10/07/2025

Address

Your Choice Property Management  
PO Box 369, Morphett Vale SA 5162

This notice may be:

1. Given personally to the tenant.
2. Sent by post addressed to the tenant.
3. Left in a letter box or other place likely to come to the attention of the tenant.
4. Faxed or emailed to the tenant.

If there are more than two tenants the notice can be given to any one of them.

## NOTE:

1. **A fixed term agreement must include a condition that specifically allows for an increase in rent and indicates how any rent increase will be calculated.**
2. **See page 2 for section 55 of the *Residential Tenancies Act 1995*.**

RESIDENTIAL TENANCIES ACT 1995

VARIATION OF RENT

**55.**(1) The landlord may increase the rent payable under a residential tenancy agreement by giving written notice to the tenant specifying the date as from which the increase takes effect.

1. However—

1. the right to increase the rent may be excluded or limited by the terms of the residential tenancy agreement; and
2. if the tenancy is for a fixed term, the residential tenancy agreement is taken to exclude an increase in rent during the term unless it specifically allows for an increase in rent; and
3. the date fixed for an increase of rent must be at least 12 months after the date of the agreement or, if there has been a previous increase of rent under this section, the last increase and at least 60 days after the notice is given but—
  1. if the maximum rent for the premises has been fixed by a housing improvement notice, and the notice is revoked, the landlord may, by notice given under this section within 60 days after revocation of the housing improvement notice, increase the rent for the premises from a date falling at least 14 days after the notice is given; and
  2. if the landlord is a registered community housing organisation, and the residential tenancy agreement provides for variation of rent in accordance with the tenant's income, the landlord may increase the rent on the ground of a variation in the tenant's income from a date falling at least 14 days after the notice of the increased rent is given; and
  3. if the landlord is a registered community housing organisation under a residential tenancy agreement that allows the landlord to change the basis of calculating the rent payable under the agreement, and the landlord gives the tenant written notice that there is to be a change in the basis of calculating rent as from a specified date (which must be at least 60 days after the notice is given and at least 12 months from the date of the agreement, or if there has been a previous change in the basis of rent calculation, at least 12 months from the date of the last such change), the rent may be increased to accord with the new basis of rent calculation as from the specified date without further notice under this section.

(2a) Despite subsections (1) and (2), the rent payable under a residential tenancy agreement may be increased at any time by mutual agreement between the landlord and the tenant.

1. The rent payable under a residential tenancy agreement may be reduced by mutual agreement between the landlord and the tenant.
2. A reduction of rent may be made on a temporary basis so that the rent reverts to the level that would have been otherwise applicable at the end of a specified period.
3. If the rent payable under a residential tenancy agreement is increased or reduced under this section, the terms of the agreement are varied accordingly.
4. This section does not affect the operation of a provision of a residential tenancy agreement under which the rent payable under the agreement changes automatically at stated intervals on a basis set out in the agreement.
5. For the purposes of this section, a series of residential tenancy agreements between the same parties and relating to the same premises is treated as a single residential tenancy agreement unless at least 12 months have elapsed since rent for the premises was fixed or last increased.

*For further information contact Consumer and Business services on 131 882, or visit [www.sa.gov.au/tenancy/renters](http://www.sa.gov.au/tenancy/renters)*

T: (08) 8384 0666  
E: [mail@onkaparinga.sa.gov.au](mailto:mail@onkaparinga.sa.gov.au)

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## **For your information:**

### **Section 187 certificate update request free of charge (One Update):**

Penalties and interest, property charges, payments or dishonoured payments can impact account balances daily.

To assist with financial adjustments as close as practicable to the date of settlement, your Section 187 certificate will now be valid for 90 days. Within this period we will offer one update request without charge. This update is to be obtained via the online portal.

It is important to note all searches advise when fines/interest will be applied. When receiving your update search, should it be evident that further penalties will be applied prior to settlement, you will need to still consider these additional amounts as part of your settlement statement calculations.

Please Note: The above 90 day extension is applicable only to Section 187 certificates. Section 7 certificates still remain valid for a 30 day period only.

### **BPAY biller code added to searches to enable electronic settlement of funds**

Our BPAY biller code is now detailed on each search, enabling settlement funds to be disbursed to us electronically. Please note that this is our preferred method payment and we request that you cease the use of cheques to affect settlement.

### **How to advise us of change of ownership?**

To also assist with the reduction of duplication of information being received from various agencies i.e. conveyancers and the Lands Titles Office (LTO), we are advocating that the Purchaser's Conveyancer to advise the change of ownership by following the below:

If you are using e-conveyancing to affect a sale, please only issue advice to us if the mail service address is different to what was lodged via the transfer at the LTO. We update ownership details including the mailing address in accordance with the advice provided by the Valuer General. We have amended this change to align with SA Water practices and to provide an improved customer experience overall.

If lodging in person at the LTO – Please send the change of ownership advice to us via [mail@onkaparinga.sa.gov.au](mailto:mail@onkaparinga.sa.gov.au).

Electronic settlement of funds is still preferred.

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**LOCAL GOVERNMENT RATES SEARCH**

**TO:** Form 1 On Frome  
147 Frome St  
ADELAIDE SA 5000

23 February 2026

**DETAILS OF PROPERTY REFERRED TO:**

Property ID : 74038  
 Valuer General No : 1308714354  
 Valuation : \$315,000.00  
 Owner : Mr Marc Andrew Berry & Mrs Jennifer Karen Berry  
 Property Address : 3/8 Aldinga Beach Road ALDINGA BEACH SA 5173  
 Volume/Folio : CT-6085/380  
 Lot/Plan No : Community Plan Parcel 3 CP 26856  
 Ward : 01 South Coast Ward

Pursuant to Section 187 of the Local Government Act 1999, I certify that the following amounts are due and payable in respect of and are a charge against the above property.

Opening balance (as of 30 Jun 2025) including rates, fines and interest, block clearing charges and legal fees \$0.00

Postponed Amount in Arrears \$0.00

**Rates for the current 2025-2026 Financial Year applicable from 01 July 2025:**

**Total Rates Levied 2025-2026 \$1,328.09**

Less Council Rebate. The Council Rebate ceases on sale and a pro-rata calculation will apply to the date of sale \$0.00

Fines and interest charged in the current financial year (2% fine when rates first become overdue and interest applied per month thereafter at LGA-prescribed rate) \$0.00

Postponed Interest \$0.00

Less paid current financial year -\$996.09

Overpayment \$0.00

Legal Fees (current) \$0.00

Refunds, Rates Remitted, Small Balance Adjustments or Rate Capping Rebate \$0.00

Balance - rates and other monies due and payable \$332.00

Property Related Debts \$0.00

**BPAY Biller Code: 421503**

**TOTAL BALANCE**

**\$332.00**

**Ref: 1167350740385**

**AUTHORISED OFFICER**  
Danielle Hall

This statement is made the 23 February 2026

**IMPORTANT INFORMATION REGARDING SEARCHES**

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Form 1 On Frome  
147 Frome St  
ADELAIDE SA 5000

**Attention Conveyancers**

○ **Section 187 certificate update request free of charge (One Update):**

- Penalties and interest, property charges, payments or dishonoured payments can impact account balances on a daily basis.

To assist with financial adjustments as close as practicable to the date of settlement, your **Section 187 certificate will now be valid for 90 days**. Within this period Council will offer one update request without charge. This update is to be obtained via the online portal.

It is important to note all searches advise when fines/interest will be applied. When receiving your update search, should it be evident that further penalties will be applied prior to settlement, you will need to still consider these additional amounts as part of your settlement statement calculations.

**Please Note: Section 7 certificates remain valid for a 30 day period only.**

○ **BPAY biller code added to searches to enable electronic settlement of funds**

- Our BPAY biller code is now detailed on each search, enabling settlement funds to be disbursed to Council electronically. Please note that this is Council's preferred method payment and we request that you cease the use of cheques to affect settlement.

○ **How to advise Council of change of ownership?**

To also assist with the reduction of duplication of information being received from various agencies i.e. conveyancers and the Lands Titles Office, we are advocating that the **Purchaser's Conveyancer** to advise the change of ownership by following the below:

- If you are using e-conveyancing to affect a sale, please **only issue advice to Council if the mail service address is different to what was lodged via the transfer at the LTO**. Council's new practice is to update ownership details including the mailing address in accordance with the advice provided by the Valuer General. Council has amended this change to align with SA Water practices and to provide an improved customer experience overall.
- If lodging in person at Lands Title Office – Please send the change of ownership advice to Council via [mail@onkaparinga.sa.gov.au](mailto:mail@onkaparinga.sa.gov.au). Electronic settlement of funds is still preferred.

Yours sincerely

**City Of Onkaparinga**

Telephone (08) 8384 0666

**Property Information And Particulars**

In response to an enquiry pursuant to Section 7 of the

**The Land & Business (Sale & Conveyancing) Act, 1994**

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**TO:** Form 1 On Frome  
147 Frome St  
ADELAIDE SA 5000

**DETAILS OF PROPERTY REFERRED TO:**

ASSESSMENT NO	:	108450
VALUER GENERAL NO	:	1308714354
VALUATION	:	\$315,000.00
OWNER	:	Mr Marc Andrew Berry & Mrs Jennifer Karen Berry
PROPERTY ADDRESS	:	3/8 Aldinga Beach Road ALDINGA BEACH SA 5173
VOLUME/FOLIO	:	CT-6085/380
LOT/PLAN NUMBER	:	Community Plan Parcel 3 CP 26856
WARD	:	01 South Coast Ward

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Listed hereafter are the *MORTGAGES, CHARGES AND PRESCRIBED ENCUMBRANCES* in alphabetical order of *SCHEDULE 2*, Division 1 to which Council must respond according to *TABLE 1* of the *REGULATIONS UNDER THE LAND AND BUSINESS (SALE AND CONVEYANCING) ACT 1994*.

In addition, Building Indemnity Insurance details are given, if applicable, pursuant to *SCHEDULE 2*, Division 2 to which Council must respond according to *TABLE 2* of the *REGULATIONS UNDER THE LAND AND BUSINESS (SALE AND CONVEYANCING) ACT 1994*.

The information provided indicates whether any prescribed encumbrances exist on the land, which has been placed/imposed by, or is for the benefit of Council.

All of the prescribed encumbrances listed herein are answered solely in respect to a statutory function or registered interest of the Council, and do not infer any response to an enquiry on behalf of other persons or authorities.

Where a prescribed encumbrance requires a dual response, as described by *TABLE 1*, of *SCHEDULE 2*, of the *REGULATIONS UNDER THE LAND AND BUSINESS (SALE AND CONVEYANCING) ACT, 1994*, the enquirer should also refer a like enquiry to the Department for Transport Energy and Infrastructure.

Pursuant to the provisions of the *REGULATIONS UNDER THE LAND AND BUSINESS (SALES AND CONVEYANCING) ACT, 1994*, Council hereby provides the following information in response to your enquiries:

## INFORMATION NOTE

### CHANGES TO PLANNING POLICY AFFECTING LAND IN COUNCIL'S AREA

*The information provided in this note is additional to, and not in substitution of, any information provided in response to your request for statutory search information. The response to your request, provided with this note, does not reference changes to planning policy affecting all South Australian Councils.*

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

##### *Section 42*

Condition (that continues to apply) of a development authorisation YES

Application Number	145/3880/2001
Description	Carport
Decision	Approved
Decision Date	27 November 2001

##### Development Plan Consent Conditions

1. All development shall be completed in accordance with the plan(s) and documents submitted with and forming part of the development application except where varied by the following condition(s).
2. All stormwater drainage shall discharge so that it does not flow or discharge onto land of adjoining owners or in the opinion of Council detrimentally affect structures on this site or any adjoining land.
3. That effective measures be implemented during the construction of the development and on-going use of the land in accordance with this consent to:
  - prevent silt run-off from the land to adjoining properties, roads and drains;
  - control dust arising from the construction and other activities, so as not to, in the opinion of Council, be a nuisance to residents or occupiers on adjacent land;
  - ensure that soil or mud is not transferred onto the adjacent roadways by vehicles leaving the site;
  - ensure that all litter and building waste is contained on the subject site in a suitable bin or enclosure; and
  - ensure that no sound is emitted from any device, plant or equipment or from any source or activity to become an unreasonable nuisance, in the opinion of Council, to the occupiers of adjacent land.

##### Building Rules Consent Conditions

1. Stormwater shall be diverted away from the building and shall not pond against or near the footings and shall not be discharged onto adjoining land. Where drainage is directed to the street water table, this shall be by way of a Council approved storm water drainage system.
2. The proposed structure shall not be enclosed at any time without the prior consent of Council.
3. The structure shall be constructed on the boundary as surveyed with no part of the structure encroaching beyond the boundary.

#### **Planning Act 1982 (repealed)**

Condition (that continues to apply) of a development authorisation NO

#### **Building Act 1971 (repealed)**

Condition (that continues to apply) of a development authorisation NO

#### **Planning and Development Act 1966 (repealed)**

Condition (that continues to apply) of a development authorisation NO

# Planning, Development and Infrastructure Act 2016

## Part 5 – Planning and Design Code

### Zones

General Neighbourhood (GN)

### Subzones

NO

### Zoning overlays

#### Overlays

##### **Airport Building Heights (Aircraft Landing Area)**

The Airport Building Heights (Aircraft Landing Area) Overlay seeks to ensure building height does not pose a hazard to the operation and safety requirements of aircraft landing areas.

##### **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 (Bushfire - Urban Interface) (Urban Interface)**

The Hazards (Bushfire - Urban Interface) Overlay seeks to ensure urban neighbourhoods adjoining bushfire risk areas allow access through to bushfire risk areas, are designed to protect life and property from the threat of bushfire and facilitate evacuation to areas safe from bushfire danger.

##### **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.

##### **Native Vegetation**

The Native Vegetation Overlay seeks to protect, retain and restore areas of native vegetation.

##### **Prescribed Water Resources Area**

The Prescribed Water Resources Area Overlay seeks to ensure the sustainable use of water in prescribed water resource areas.

##### **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.

##### **Signif Retirement Facility Supported Accom Sites**

The Significant Retirement Facility and Supported Accommodation Sites Overlay seeks to facilitate the development of supported accommodation and/or retirement facilities on significant retirement facility and supported accommodation sites to provide accommodation for the communities' ageing residents.

##### **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 designated State Heritage Place/Area?

NO

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 to be a significant tree or trees on the land?

Council does not have trees listed in Part 10 - Significant Trees of the Planning and Design Code. However, there may be regulated or significant tree(s) on the site as defined by the Planning and Code that would require approval for maintenance pruning or removal.

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/>

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?

The Property Interest Report available through [Land Services SA](#) provides information necessary for Conveyancers to complete the Vendor's Statement.

Note - For further information about the Planning and Design Code visit <https://code.plan.sa.gov.au>

#### Section 127

Condition (that continues to apply) of a development authorisation NO

## Part 2—Items to be included if land affected

### Development Act 1993 (repealed)

#### Section 50(1)

Requirement to vest land in council to be held as open space NO

#### Section 50(2)

Agreement to vest land in council to be held as open space NO

#### Section 55

Order to remove or perform work NO

#### Section 56

Notice to complete development NO

#### Section 57

Land management agreement NO

#### Section 69

Emergency order NO

#### Section 71 (only)

Fire safety notice NO

#### Section 84

Enforcement notice NO

#### Section 85(6), 85(10) or 106

Enforcement Order NO

#### Part 11 Division 2

Proceedings NO

### Fire and Emergency Services Act 2005

#### Section 105F (or section 56 or 83 (repealed))

Notice NO

*Section 56 (repealed)*

Notice issued

NO

**Food Act 2001**

*Section 44*

Improvement notice *issued against the land*

NO

*Section 46*

Prohibition order

NO

**Housing Improvement Act 1940 (repealed)**

*Section 23*

Declaration that house is undesirable or unfit for human habitation

NO

**Land Acquisition Act 1969**

*Section 10*

Notice of intention to acquire

NO

**Local Government Act 1934 (repealed)**

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

NO

**Local Government Act 1999**

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

NO

Refer to separate attachment for Rates and Charges

**Local Nuisance and Litter Control Act 2016**

*Section 30*

Nuisance or litter abatement notice *issued against the land*

NO

**Planning, Development and Infrastructure Act 2016**

*Section 139*

Notice of proposed work and notice may require access

NO

*Section 140*

Notice requesting access

NO

*Section 141*

Order to remove or perform work

NO

*Section 142*

Notice to complete development

NO

*Section 155*

Emergency order

NO

<i>Section 157</i> Fire safety notice	NO
<i>Section 192 or 193</i> Land Management Agreements	NO
<i>Section 198(1)</i> Requirement to vest land in a council or the Crown to be held as open space	NO
<i>Section 198(2)</i> Agreement to vest land in a council or the Crown to be held as open space	NO
<i>Part 16 - Division 1</i> Proceedings	NO
<i>Section 213</i> Enforcement notice	NO
<i>Section 214(6), 214(10) or 222</i> Enforcement order	NO

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

<i>Part 3</i> Notice	NO
<i>Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) revoked</i> Part 2 – Condition (that continues to apply) of an approval	NO
<i>Public and Environmental Health (Waste Control) Regulations 2010 revoked</i> Regulation 19 - Maintenance order (that has not been complied with)	NO

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

<i>Section 92</i> Notice	NO
<i>South Australian Public Health (Wastewater) Regulations 2013</i> Part 4 – Condition (that continues to apply) of an approval	NO

<b>Particulars of building indemnity insurance</b> Details of Building Indemnity Insurance still in existence for building work on the land	NO
--	----

## **Particulars relating to environment protection**

<i>Further information held by council</i> 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 <i>Development Act 1993</i> ) or the <i>Planning, Development and Infrastructure Act 2016</i> ?	NO
--	----

### **Note –**

The question relates to information that the council for the area in which the land is situated may hold. If the council answers “YES” to the question, it will provide a description of the nature of each development approved in respect of the land. The purchaser may then obtain further details from 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.

## General

### *Easement*

NO

Does a Council drainage easement exist? – Refer to Certificate of Title of subdivision plans (ie Deposited Plans, Community Plans, File Plans etc) for details of easements in the interests of other State Departments or Agencies).

Are you aware of any encroachment on the Council easement?

NO

### *Lease, agreement for lease, tenancy agreement or licence*

(The information does not include the information about sublease or subtenancy.

NO

The purchaser may seek that information from the lessee or tenant or sublessee or subtenant.)

### *Caveat*

NO

## Other

*Charge for any kind affecting the land (not included in another item)*

NO

### **PLEASE NOTE:**

*The information provided is as required by The Land and Business (Sale and Conveyancing) Act 1994. The information should not be taken as a representation as to whether or not any other charges or encumbrances affect the subject land.*

This statement is made the 23 February 2026

Amy Watts

Senior Development Support Officer

**AUTHORISED OFFICER**



Property Details

This form is a read-only view of the current account details for the selected property. This information may differ from what is actually printed on your Certificate.

Back

Property details as at: 27/4/2026	
Account no:	1308714354
Property location:	U3 8 ALDINGA BEACH RD ALDINGA BEACH LT 3 C26856
Customer name:	MR MA & MRS JK BERRY
Postal address:	PO BOX 140 WOODCROFT SA 5162
Recovery status:	FULLY PAID
Last charge raised:	\$194.57 on 11/03/2026
Last payment rec'd:	\$194.57 on 17/03/2026
Current balance:	\$0.00

Last billed items for this property

Bill item	Date	Reporting period	Amount
Sewer	11/03/2026	Q3/26	94.00
Water	11/03/2026	Q3/26	82.30
Water Use	11/03/2026	Q3/26 25.0% (04/11/2025 to 03/02/2026)	18.27

Call us

1300 SA WATER  
(1300 729 283)

Follow us

For more information on the South Australian Integrated Land Information Systems (SAILIS)



[Contact us](#) [Disclaimer](#) [Privacy Policy](#)

SA Water GPO Box 1751, Adelaide SA 5001  
250 Victoria Square, Adelaide SA 5000



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 MA & MRS JK BERRY      Water & Sewer Account      Acct. No.: 13 08714 35 4      Amount: \_\_\_\_\_

Address:  
U3 8 ALDINGA BEACH RD ALDINGA  
BEACH LT 3 C26856

---

### Payment Options

**EFT**

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	1308714354



Bill code: 8888  
Ref: 1308714354

Telephone and Internet Banking — BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More information at [bpay.com.au](http://bpay.com.au)



Paying online

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



Paying by phone

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

SA Water account number: 1308714354





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: 2757691

FORM 1 ON FROME  
L1/147 FROME ST  
ADELAIDE SA 5000

**DATE OF ISSUE**  
24/02/2026

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

<b>OWNERSHIP NUMBER</b>	<b>OWNERSHIP NAME</b>			
12038065	M A & J K BERRY			
<b>PROPERTY DESCRIPTION</b>				
3 / 8 ALDINGA BEACH RD / ALDINGA BEACH SA 5173 / LT 3 C26856				
<b>ASSESSMENT NUMBER</b>	<b>TITLE REF.</b> <small>(A "+" indicates multiple titles)</small>	<b>CAPITAL VALUE</b>	<b>AREA / FACTOR</b>	<b>LAND USE / FACTOR</b>
1308714354	CT 6085/380	\$315,000.00	R4 1.000	RE 0.400
<b>LEVY DETAILS:</b>				
	<b>FIXED CHARGE</b>	\$	50.00	
	<b>+ VARIABLE CHARGE</b>	\$	106.55	
	<b>- REMISSION</b>	\$	64.10	
	<b>- CONCESSION</b>	\$	0.00	
	<b>+ ARREARS / - PAYMENTS</b>	\$	-92.45	
	<b>= AMOUNT PAYABLE</b>	\$	0.00	
<b>FINANCIAL YEAR</b>				
2025-2026				

**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.**

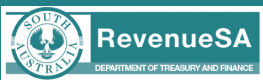
**EXPIRY DATE** 25/05/2026



**Government of South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Emergency Services Funding Act 1998

## CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

**PAYMENT REMITTANCE ADVICE**

**No payment is required on this Certificate**

**OFFICIAL: Sensitive**

**Please Note:**

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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




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

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

For more information:

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

**PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW**

 <p><b>Billers Code: 456285</b> <b>Ref: 7014940311</b></p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: <a href="http://www.bpay.com.au">www.bpay.com.au</a> © Registered to BPAY Pty Ltd ABN 69 079 137 518</p>	 <p><b>To pay via the internet go to:</b> <a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a></p>	 <p>Send your cheque or money order, made payable to the <b>Community Emergency Services Fund</b>, along with this <b>Payment Remittance Advice</b> to: <b>Please refer below.</b> <b>Revenue SA</b> <b>Locked Bag 555</b> <b>ADELAIDE SA 5001</b></p>
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**ACTION REQUIRED: In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.**



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: 2757691

DATE OF ISSUE

24/02/2026

FORM 1 ON FROME  
L1/147 FROME ST  
ADELAIDE SA 5000

**ENQUIRIES:**

Tel: (08) 8372 7534

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

**OWNERSHIP NAME**

M A BERRY & ORS

**FINANCIAL YEAR**

2025-2026

**PROPERTY DESCRIPTION**

3 / 8 ALDINGA BEACH RD / ALDINGA BEACH SA 5173 / LT 3 C26856

**ASSESSMENT NUMBER**

1308714354

**TITLE REF.**

(A "+" indicates multiple titles)

CT 6085/380

**TAXABLE SITE VALUE**

\$110,000.00

**AREA**

0.0000 HA

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

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

**Please Note:**

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

**ON OR BEFORE**

**25/05/2026**



**Government of South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



RevenueSA

DEPARTMENT OF TREASURY AND FINANCE

Land Tax Act 1936

# CERTIFICATE OF LAND TAX PAYABLE

PAYMENT REMITTANCE ADVICE

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

**PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW**

 <p><b>Billers Code: 456293</b> <b>Ref: 7014940220</b></p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: <a href="http://www.bpay.com.au">www.bpay.com.au</a> © Registered to BPAY Pty Ltd ABN 69 079 137 518</p>	 <p><b>To pay via the internet go to:</b> <a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a></p>	 <p>Send your cheque or money order, made payable to the <b>Commissioner of State Taxation</b>, along with this <b>Payment Remittance Advice to:</b> <b>Please refer below.</b> <b>Revenue SA</b> <b>Locked Bag 555</b> <b>ADELAIDE SA 5001</b></p>
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**ACTION REQUIRED: In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.**



Level 13, 431 King William Street  
Adelaide SA 5000

COMMUNITY CORPORATION NO. 26856 INC.  
8 ALDINGA BEACH ROAD  
ALDINGA BEACH SA 5173

## Certificate of Currency

### CHU Residential Strata Insurance Plan

<b>Policy No</b>	<b>HU0006166711</b>
<b>Policy Wording</b>	CHU RESIDENTIAL STRATA INSURANCE PLAN
<b>Period of Insurance</b>	13/03/2026 to 13/03/2027 at 4:00pm
<b>The Insured</b>	COMMUNITY CORPORATION NO. 26856 INC.
<b>Situation</b>	8 ALDINGA BEACH ROAD ALDINGA BEACH SA 5173

---

## Sections

### Section 1 – Insured Property

Building: \$1,700,000  
Common Area Contents: \$0  
Loss of Rent & Temporary Accommodation (total payable): \$255,000  
Lot Owners' Fixtures and Improvements (per lot): \$250,000

### Optional Extensions:

Catastrophe Insurance Sum Insured: Not Selected  
Machinery Breakdown: Not Selected  
Lot Owners' Contents inclusion (per lot): Not Selected

### Section 2 – Liability to Others

Sum Insured: \$20,000,000

### Section 3 – Voluntary Workers

Death: \$300,000  
Total Disablement: \$3,000 per week

### Section 4 – Fidelity Guarantee

Sum Insured: \$250,000

### Section 5 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

### Section 6 – Government Audit Costs and Legal Expenses

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



**Flood Cover is included.**

Date Printed

18/03/2026

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-0725 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

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

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

## Buyers information notice

### Prescribed notice to be given to purchaser

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

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

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

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

#### Safety

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

## Enjoyment

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

## Value

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

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

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

**IMPORTANT NOTICE**  
**SMOKE ALARM LEGISLATION**

Legislation relating to smoke alarms came into force on the 1<sup>st</sup> day of February 1998.

- If the home you are purchasing was built on or after the 1<sup>st</sup> of January 1995, then it should already have an operational mains powered smoke alarm installed. If not, it is the responsibility of the vendor to install it prior to settlement at the vendor's cost.
- If the home was built prior to the 1<sup>st</sup> of January 1995, but purchased by the vendor on or after 1<sup>st</sup> February 1998, then it should already have either an operational mains powered smoke alarm installed, or one powered by 10 year life, non-replaceable, non-removeable permanently connected batteries. Again, it is the responsibility of the vendor to install such an alarm prior to settlement, and at the vendor's cost.
- In all other cases, the home you are buying must have at least, a battery operated smoke alarm which you are required to upgrade to mains power (or an alarm fitted with 10 year life, non-replaceable, non-removeable permanently connected batteries) within six months of the date of purchase. It is recommended that at least one smoke alarm be installed on each floor of a multi storey dwelling.

The smoke alarms must be installed by a licensed electrician and must comply with the Australian Standard. A maximum penalty of \$750.00 for a breach of the legislation applies.

Besides this penalty, there is also a risk that damage caused by fire to a dwelling, which does not have a smoke alarm installed as required under the legislation, may not be covered by insurance.

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