

contract for sale of land or strata title by offer and acceptance



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NOTICE: Contracts must be lodged with the Office of State Revenue for duty assessment within two (2) months of the date the last person executes the Contract
WARNING - If the Buyer is not an Australian Citizen or Permanent Resident or a New Zealand Citizen then FIRB approval (and a special condition to this Contract) may be required.
WARNING - If the Purchase Price is \$750,000 or more a Withholding Tax may apply to this Contract (see 2022 General Condition 3.7).
WARNING - If GST is relevant to this transaction then the relevant GST provision should be outlined in the Special Conditions or in an attached GST Annexure, which forms part of this Contract.

TO:

Address

Suburb State Postcode

As Agent for the Seller / ~~Buyer~~

THE BUYER

Name

Address

Suburb State Postcode

Name

Address

Suburb State Postcode

EMAIL: The Buyer consents to Notices being served at:

OFFERS TO PURCHASE the Land and Property Chattels set out in the Schedule ("Property") with vacant possession unless stated otherwise in the Special Conditions at the Purchase Price on the terms set out in the Schedule, the Conditions and Special Conditions as:

Sole owner Joint Tenants Tenants in Common specify the undivided shares

SCHEDULE

The **Property** at:

Address

Suburb State Postcode

Lot ~~Deposited/Survey/Strata/Diagram~~ Plan Whole / ~~Part~~ Vol Folio

A **deposit** of \$ of which \$ is paid now and \$ to be paid within days of acceptance to be held by

("the Deposit Holder"). The balance of the Purchase Price to be paid on the Settlement Date.

Purchase Price

Settlement Date

Property Chattels including

GST WITHHOLDING

1. Is this Contract concerning the taxable supply of new residential premises or potential residential land as defined in the GST Act? YES NO
2. If NO is ticked or no box is ticked (in which case the answer is deemed to be NO), then the Buyer is not required to make a payment under section 14-250 of the Taxation Administration Act 1953 (Cth).
3. If YES is ticked, then the 'GST Withholding Annexure' should be attached to this Contract.

FINANCE CLAUSE IS APPLICABLE

LENDER/

MORTGAGE BROKER (NB. If blank, can be any)

LATEST TIME: 4pm on:

AMOUNT OF LOAN:

SIGNATURE OF BUYER

FINANCE CLAUSE IS NOT APPLICABLE

Signature of the Buyer if Finance Clause IS NOT applicable

NOTE: IF THIS DOCUMENT IS ON SEPARATE PAGES OR IS TO BE FAXED THEN ALL PARTIES SHOULD SIGN ALL PAGES.

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CONDITIONS

1. SUBJECT TO FINANCE

If the Buyer signs the "Finance Clause is not Applicable" box in the Schedule, or if no information is completed in the 'Finance Clause is Applicable' box in the Schedule, then this Clause 1 does not apply to the Contract.

If any information is completed in or the Buyer signs the 'Finance Clause is Applicable' box in the Schedule then this Clause 1 applies to the Contract.

1.1 Buyer's Obligation to Apply for Finance and Give Notice to the Seller

- (a) The Buyer must:
- (1) immediately after the Contract Date make a Finance Application to a Lender or a Mortgage Broker using, if required by the Lender, the Property as security; and
 - (2) use all best endeavours in good faith to obtain Finance Approval.
- (b) If the Buyer does not comply with Clause 1.1(a) or 1.1(c)(1) then the Contract will not come to an end pursuant to clause 1.2 and the Buyer may not terminate the Contract under Clause 1.3. The rights of the Seller under this Clause 1.1 will not be affected if the Buyer does not comply with Clause 1.1.
- (c) The Buyer must immediately give to the Seller or Seller Agent:
- (1) an Approval Notice if the Buyer obtains Finance Approval; or
 - (2) a Non Approval Notice if the Finance Application is rejected;
- at any time while the Contract is in force and effect.

1.2 No Finance Approval by the Latest Time: Non Approval Notice Given

This Contract will come to an end without further action by either Party if on or before the Latest Time:

- (a) the Finance Application has been rejected; or
- (b) a Non Approval Notice, is given to the Seller or Seller Agent.

1.3 No Finance Approval by the Latest Time: No Notice Given

If by the Latest Time the Seller or Seller Agent has not been given:

- (a) an Approval Notice; or
- (b) a Non Approval Notice;

then this Contract will be in full force and effect unless and until either the Seller gives written Notice of termination to the Buyer or the Buyer terminates this Contract by giving a Non-Approval Notice to the Seller or Seller Agent.

1.4 Finance Approval: Approval Notice Given

If by the Latest Time, or if Clause 1.5 applies, before the Contract is terminated:

- (a) Finance Approval has been obtained; or
 - (b) an Approval Notice has been given to the Seller or Seller Agent;
- then this Clause 1 is satisfied and this Contract is in full force and effect.

1.5 Notice Not Given by Latest Time: Sellers Right to Terminate

If by the Latest Time an Approval Notice or a Non Approval Notice has not been given to the Seller or Seller Agent then at any time until an Approval Notice or a Non Approval Notice is given, the Seller may terminate this Contract by written Notice to the Buyer.

1.6 Buyer Must Keep Seller Informed: Evidence

- (a) If requested in writing by the Seller or Seller Agent the Buyer must:
- (1) advise the Seller or Seller Agent of the progress of the Finance Application; and
 - (2) provide evidence in writing of:
 - (i) the making of a Finance Application in accordance with Clause 1.1 (a) and of any loan offer made, or any rejection; and/or
 - (ii) in the case of any Finance Application made to a Mortgage Broker, any "preliminary assessment" of the suitability of the proposed credit contract provided to the Buyer by the Mortgage Broker pursuant to section 116 of the Credit Protection Act; and
 - (3) if applicable, advise the Seller or Seller Agent of the reasons for the Buyer not accepting any loan offer.
- (b) If the Buyer does not comply with the request within 2 Business Days then the Buyer authorises the Seller or Seller Agent to obtain from the Lender and/or Mortgage Broker the information referred to in Clause 1.6(a).

1.7 Right To Terminate

If a Party has the right to terminate under this Clause 1, then:

- (a) termination must be effected by written Notice to the other Party;
- (b) Clauses 23 and 24 of the 2022 General Conditions do not apply to the right to terminate;
- (c) upon termination the Deposit and any other monies paid by the Buyer must be repaid to the Buyer;
- (d) upon termination neither Party will have any action or claim against the other for breach of this Contract, except for a breach of Clause 1.1 by the Buyer.

1.8 Waiver

The Buyer may waive this Clause 1 by giving written Notice to the Seller or Seller Agent at any time before the Latest Time, or if Clause 1.5 applies, before the Contract is terminated. If waived this Clause is deemed satisfied.

1.9 Definitions

In this Clause:

Amount of Loan means the amount referred to in the Schedule, any lesser amount of finance referred to in the Finance Application or any lesser amount of finance acceptable to the Buyer. If the amount referred to in the Schedule is blank, then the amount will be an amount equivalent to the Purchase Price.

Approval Notice means a statement in writing given by the Buyer, a Lender or a Mortgage Broker to the Seller, or Seller Agent to the effect that Finance Approval has been obtained.

Credit Protection Act means the *National Consumer Credit Protection Act, 2009* (Cwth).

Finance Application means an application made by or on behalf of the Buyer:

- (a) to a Lender to lend any monies payable under the Contract; or
- (b) to a Mortgage Broker to facilitate an application to a Lender.

Finance Approval means a written approval by a Lender of the Finance Application, a written offer to lend or a written notification of an intention to offer to lend made by a Lender:

- (a) for the Amount of Loan;
- (b) which is unconditional or subject to terms and conditions:
 - (1) which are the Lender's usual terms and conditions for finance of a nature similar to that applied for by the Buyer; or
 - (2) which the Buyer has accepted by written communication to the Lender, but a condition which is in the sole control of the Buyer to satisfy will be treated as having been accepted for the purposes of this definition; or
 - (3) which, if the condition is other than as referred to in paragraphs (1) and (2) above includes:
 - (i) an acceptable valuation of any property;
 - (ii) attaining a particular loan to value ratio;
 - (iii) the sale of another property; or
 - (iv) the obtaining of mortgage insurance;and has in fact been satisfied.

Latest Time means:

- (a) the time and date referred to in the Schedule; or
- (b) if no date is nominated in the Schedule, then 4pm on the day falling 15 Business Days after the Contract Date.

Lender means any bank, building society, credit union or other institution which makes loans and in each case carries on business in Australia.

Mortgage Broker means means a holder of an Australian Credit Licence pursuant to section 35 of the Credit Protection Act or a credit representative pursuant to sections 64 or 65 of that legislation.

Non Approval Notice means:

- (a) advice in writing given by the Buyer or a Lender to the Seller, or Seller Agent to the effect that the Finance Application has been rejected or Finance Approval has not been obtained; or
- (b) advice in writing from a Mortgage Broker to the Seller or Seller Agent to the effect that:
 - (1) (i) they have made inquiries about the Buyer's requirements and objectives under this Contract;
 - (ii) they have conducted a "preliminary assessment" pursuant to sections 116 and 117 of the Credit Protection Act of the suitability of the credit contract proposed for the Buyer arising from the Finance Application; and
 - (iii) they have assessed that proposed credit contract as being unsuitable for the Buyer; or
- (2) the Finance Application to a Lender has been rejected.

2. Acceptance of an offer by one Party to the other Party will be sufficiently communicated by the accepting Party to the other Party if verbal or written notification is given by the accepting Party or their Representative or Real Estate Agent that the accepting Party has signed the Contract.
3. The 2022 General Conditions are incorporated into this Contract so far as they are not varied by or inconsistent with the Conditions or Special Conditions of this Contract.
4. The parties consent to the information in this Contract being used/disclosed by REIWA and the Seller Agent in accordance with the privacy collection notices pursuant to the Australian Privacy Principles that appear on the REIWA and Seller Agent's websites.

SPECIAL CONDITIONS

1. The Buyer is aware that they will be required, prior to settlement, to complete and lodge a Foreign Transfer Duty Declaration which may result in the payment by them of Foreign Transfer Duty which is not included in the purchase price. The buyer acknowledges they have made all necessary enquiries to satisfy themselves about their responsibilities regarding Foreign Transfer Duty.

2. The buyer is aware and accepts the property is currently subject to a Fixed Term Lease until May 11th, 2025, at \$700 per week rent

contract for sale of land or strata title by offer and acceptance

SPECIAL CONDITIONS - Continued

BUYER [If a corporation, then the Buyer executes this Contract pursuant to the Corporations Act.]

Signature 	Date	Signature	Date
Signature 	Date	Signature	Date

THE SELLER (FULL NAME AND ADDRESS) ACCEPTS the Buyer's offer

Name	Vineet Sharma		
Address	7 Porro Road		
Suburb	Landsdale	State	WA
		Postcode	6065
Name			
Address			
Suburb		State	
		Postcode	

EMAIL: The Seller consents to Notices being served at:

[If a corporation, then the Seller executes this Contract pursuant to the Corporations Act.]



Signature	Date	Signature	Date
Signature	Date	Signature	Date

RECEIPT OF DOCUMENTS

The Buyer acknowledges receipt of the following documents:

1. This offer and acceptance
2. Strata disclosure & attachments (if strata)
3. 2022 General Conditions
4. Certificate of Title

5. Annexure of Changes to General Conditions (form 198)

Signature 	Signature 
--	---

RECEIPT OF DOCUMENTS

The Seller acknowledges receipt of the following documents:


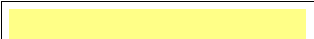
1. This offer and acceptance
2. 2022 General Conditions

3. Annexure of Changes to General Conditions (form 198)

Signature	Signature
-----------	-----------

CONVEYANCER (Legal Practitioner/Settlement Agent)

The Parties appoint their Representative below to act on their behalf and consent to Notices being served on that Representative's email address.

	BUYER'S REPRESENTATIVE	SELLER'S REPRESENTATIVE
Name	<input type="text"/>	<input type="text"/>
Signature		<input type="text"/>
		<input type="text"/>

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04/22

ANNEXURE OF CHANGES TO THE 2022 GENERAL CONDITIONS CAUSED BY CHANGES TO THE TRANSFER OF LAND ACT 1893

LANDGATE WILL NOT ISSUE, OR REQUIRE DUPLICATE CERTIFICATES OF TITLE FOR LAND TO BE PRODUCED, FROM THE 7TH AUGUST 2023, CONSEQUENTLY THE PARTIES AGREE TO VARY THE 2022 GENERAL CONDITIONS IN THE FOLLOWING MANNER:

	CONDITION	CHANGES
1.	3.10(a)	Delete subclause (1).
2.	3.11	Delete clause 3.11.
3.	26.1 definition of <i>"Duplicate Certificate of Title"</i>	Delete the definition of <i>"Duplicate Certificate of Title"</i> .

Buyer

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Seller

Signature _____

Name Vineet Sharma

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR MAJOR STRUCTURAL DEFECTS



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ANNEXURE A

This annexure forms part of the Contract for the Sale of Land or Strata Title for the Property at

11 Est Lane, Ashby WA 6065

NOTE - THIS ANNEXURE ONLY APPLIES TO, AND IS LIMITED TO, MAJOR STRUCTURAL DEFECTS PURSUANT TO APPENDIX "A" OF THE STANDARD AND NOT OTHER DEFECTS, MAINTENANCE OR OTHER SAFETY ISSUES.

1. The Buyer may at their expense obtain a written Report by 4PM on: (a*) / / *complete (a) or (b) **OR**
 (b*) 14 days after acceptance ("Date")

on any Major Structural Defects of the residential Building and of the following described areas

located upon the Property ("**Building**"). If nothing is completed in the blank space then the Building will be the residential Building only.

2. The Buyer must serve a copy of the Report on the Seller, Seller Agent or Seller Representative before the Date.
3. If the Buyer, and Seller Agent or Seller or Seller Representative do not receive the Report before the Date then the Buyer will be deemed to have waived the benefit of this Annexure. Time is of the essence.
4. If the Report identifies Major Structural Defects to the Property's Building, the Buyer may at any time within three (3) Business Days after the Date serve a Major Structural Defects Notice on the Seller, Seller Agent or Seller Representative giving the Seller five (5) Business Days to agree to remedy the Major Structural Defects.
5. If the Seller elects in writing to remedy the Major Structural Defects in the Major Structural Defects Notice then the Settlement Date will be delayed until the later of: (a) three (3) Business Days after the Seller's Work is completed as certified by the Seller's Builder and (b) the Settlement Date.
6. The Seller must do the Work expeditiously and in good and workmanlike manner through a Builder and provide evidence to the Buyer of completion of the Work.
7. If, prior to the Seller commencing Work, the Seller and Buyer wish to agree and do agree an amount to be paid by the Seller to the Buyer then the amount will be deducted from the Purchase Price at Settlement and the Seller will not undertake the Work.
8. If the Seller does not agree to remedy Major Structural Defects within five (5) Business Days from when the Major Structural Defects Notice was served on the Seller, Seller Agent or Seller Representative then:
 - (a) the Buyer may at any time within a further five (5) Business Days after that period ends, give notice in writing to the Seller, Seller Agent or Seller Representative terminating the Contract and the Deposit and other monies paid will be repaid to the Buyer;
 - (b) if the Buyer does not terminate the Contract pursuant to this clause 8, then this Annexure ceases to apply and the Contract continues unaffected by this Annexure.
9. In this Annexure:
 - 9.1 "Builder" means a builder registered in Western Australia with appropriate qualifications and using such other appropriately qualified persons, necessary to remedy the matters set out in the Major Structural Defects Notice.
 - 9.2 "Consultant" means an independent inspector qualified and experienced in undertaking pre-purchase property inspections to ascertain Major Structural Defects.
 - 9.3 "Date" means the date inserted or calculated in clause 1. If nothing is inserted in clause 1 then the Date will be five (5) Business Days from the later of (i) the Contract Date; or (ii) the Latest Time for Financial Approval (if any).
 - 9.4 "Major Structural Defects" means a fault or deviation from the intended structural performance of a building element and is a major defect to the building structure of sufficient magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility, or further deterioration of the building structure. Major Structural Defects does not include any non-structural element, e.g., roof plumbing and roof covering, general gas, water and sanitary plumbing, electrical wiring, partition walls, cabinetry, windows, doors, trims, fencing, minor structures, non-structural damp issues, ceiling linings, floor coverings, decorative finishes such as plastering, painting, tiling etc., general maintenance, or spalling of masonry, fretting of mortar or rusting of primary structural elements.
 - 9.5 "Major Structural Defects Notice" means a Notice in writing from the Buyer to the Seller to provide the Seller with the opportunity to agree to rectify the Major Structural Defects that the Buyer requires to be rectified.
 - 9.6 "Report" means the report performed in accordance with Appendix A of the Standard by a **Registered Builder** ~~Consultant~~. It is not a special purpose report, nor an all-encompassing report dealing with every aspect of the Property. The Report should only be a reasonable attempt to identify Major Structural Defects to the Building structure pursuant to Appendix "A" of the Standard. The presence of defects will only be relevant in this Annexure when the defects are a Major Structural Defect.
 - 9.7 "Standard" means Australian Standard AS 4349-2007 (as amended from time to time) Inspections of buildings Part 1: Pre-purchase Structural Inspection - Residential buildings).
 - 9.8 "Work" means the work required to rectify the Major Structural Defects set out in the Major Structural Defects Notice.
 - 9.9 Words not defined in this Annexure have the same meaning as defined in the Standard or the 2018 General Conditions.

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR TIMBER PESTS



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ANNEXURE B

This annexure forms part of the Contract for the Sale of Land or Strata Title for the Property at

11 Est Lane, Ashby WA 6065

1. The Buyer may at their expense obtain a non-invasive written Report on any Timber Pest Activity or Damage by:

4PM on **complete one*
 / / OR
14 days after acceptance ("Date")

of the residential building and the located upon the Property ("**Building**").

This Annexure does not apply to: (a) any Activity or Damage outside the Building; (b) any comments in the Report about conditions conducive to or susceptibility to Timber Pests; or (c) recommendations for further investigations.

2. The Buyer must serve a copy of the Report on the Seller, Seller Agent or Seller Representative before the Date.
3. If the Buyer, and Seller, Seller Agent or Seller Representative do not receive the Report before the Date then the Buyer will be deemed to have waived the benefit of this Annexure. Time is of the essence.
4. If the Report identifies Activity on, or Damage to, the Building, the Buyer may at any time within three (3) Business Days after the Date serve a Timber Pest Notice on the Seller, Seller Agent or Seller Representative giving the Seller Five (5) Business Days to agree to Eradicate and/or Repair.
5. If the Seller elects in writing to Eradicate and/or Repair pursuant to the Timber Pest Notice then the Settlement Date will be delayed until the later of: (a) three (3) Business Days after the Seller's Work is completed as certified by, the Seller's Builder in relation to Repair or a Consultant in relation to Eradication or, the later of them if both are required and (b) the Settlement Date.
6. The Seller must do the Work expeditiously and in a good and workmanlike manner through (a) a Builder to Repair or (b) a Consultant to Eradicate, and provide evidence to the Buyer of completion of the Work.
7. If, prior to the Seller commencing the Work, the Seller and Buyer wish to agree and do agree an amount to be paid by the Seller to the Buyer then that amount will be deducted from the Purchase Price at Settlement and the Seller will not undertake the Work.
8. If the Seller does not agree to Eradicate and/or Repair within Five (5) Business Days from when the Timber Pest Notice was served on the Seller, Seller Agent or Seller Representative then
 - (a) the Buyer may at any time within a further Five (5) Business Days after that period ends, give notice in writing to the Seller, Seller Agent or Seller Representative terminating the Contract and the Deposit and other monies paid will be repaid to the Buyer;
 - (b) if the Buyer does not terminate the Contract pursuant to this clause 8, then this Annexure ceases to apply and the Contract continues unaffected by this Annexure.
9. In this Annexure:
 - 9.1 "Activity" means evidence of the presence of current Timber Pests.
 - 9.2 "Builder" means a builder registered in Western Australia with appropriate qualifications and using such other appropriately qualified persons, necessary to Repair any Damage set out in the Timber Pest Notice.
 - 9.3 "Consultant" means an independent inspector qualified and experienced in undertaking, pre-purchase property inspections pursuant to the Standard and Eradication.
 - 9.4 "Damage" means evidence of damage caused by Timber Pests to the Building.
 - 9.5 "Date" means the date inserted or calculated in clause 1. If no date is inserted in clause 1 then the Date will be Five (5) Business Days from the later of: (i) the Contract Date; or (ii) the Latest Time for Finance Approval (if any).
 - 9.6 "Eradicate" and "Eradication" mean the treatment necessary to eradicate Activity affecting the Building.
 - 9.7 "Repair" means the Work necessary to repair any Damage.
 - 9.8 "Report" means a report performed in accordance with the Standard by a Consultant at the Property.
 - 9.9 "Standard" means Australian Standard AS 4349.3-2010 (as amended from time to time) Inspection of buildings Timber Pest Inspections.
 - 9.10 "Timber Pests" means subterranean and dampwood termites, borers of seasoned timber and wood decay fungi as defined in the Standard.
 - 9.11 "Timber Pest Notice" means a Notice in writing from the Buyer to the Seller to provide the Seller with the opportunity to agree to Eradicate and/or Repair that the Buyer requires pursuant to the Report.
 - 9.12 "Work" means the work required to Repair pursuant to the Timber Pest Notice.
 - 9.13 Words not defined in this Annexure have the same meaning as defined in the Standard or the 2018 General Conditions.

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

WESTERN



AUSTRALIA

TITLE NUMBER

Volume Folio

2825 957

RECORD OF CERTIFICATE OF TITLE
UNDER THE TRANSFER OF LAND ACT 1893 AND THE
STRATA TITLES ACT OF 1985

The person described in the first schedule is the registered proprietor of an estate in fee simple in the land described below subject to the reservations, conditions and depth limit contained in the original grant (if a grant issued) and to the limitations, interests, encumbrances and notifications shown in the second schedule.

BG Roberts
REGISTRAR OF TITLES



LAND DESCRIPTION:

LOT 6 ON SURVEY-STRATA PLAN 65480
TOGETHER WITH A SHARE IN COMMON PROPERTY (IF ANY) AS SET OUT ON THE SURVEY-STRATA PLAN

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

VINEET SHARMA OF 22 MEREDITH WAY KOONDoola WA 6064

(T N368222) REGISTERED 29/6/2016

LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS:
(SECOND SCHEDULE)

1. INTERESTS NOTIFIED ON THE SURVEY-STRATA PLAN AND ANY AMENDMENTS TO LOTS OR COMMON PROPERTY NOTIFIED THEREON BY VIRTUE OF THE PROVISIONS OF THE STRATA TITLES ACT OF 1985 AS AMENDED.
2. M414893 NOTIFICATION SECTION 165 PLANNING & DEVELOPMENT ACT 2005 LODGED 26/9/2013.
3. P950630 MORTGAGE TO WESTPAC BANKING CORPORATION REGISTERED 11/4/2024.

Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required.

-----END OF CERTIFICATE OF TITLE-----

STATEMENTS:

The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice.

SKETCH OF LAND: SP65480
PREVIOUS TITLE: 2822-881
PROPERTY STREET ADDRESS: 11 EST LANE, ASHBY.
LOCAL GOVERNMENT AUTHORITY: CITY OF WANNEROO

Precontractual Disclosure Statement to the Buyer

Part A | General Information about strata titles schemes

What you need to know

This information applies to a lot in a strata scheme or survey-strata scheme (scheme), which is subject to the *Strata Titles Act 1985* (the Act). Section 156 of the Act sets out that the seller of a strata lot or survey-strata lot (lot) must give the buyer certain information before the buyer signs the contract of sale.

Instruction for the seller

The seller must give the information incorporated in this document to a buyer before the buyer signs a contract for the sale and purchase of a lot in a scheme. Failure to do so may give the buyer the right to avoid the contract and/or delay the proposed settlement date.

Information for the buyer

The buyer should keep this document including any attachments in a safe place as it contains important information which might be needed at a later date.

It is strongly recommended that the buyer read all the information provided by the seller before signing the contract. The buyer should consider obtaining independent professional legal advice before signing the contract.

There are different rights, restrictions and obligations that apply in relation to a lot in a scheme than those that apply to a 'green title' lot. Those rights, restrictions and obligations can be found in the Act, the *Strata Titles (General) Regulations 2019* (regulations), scheme by-laws, the certificate of title, the strata / survey-strata plan for the lot and, if the scheme is a leasehold scheme, the strata lease for the lot. Your right to deal with the lot and to use the common property is restricted by these, as well as by any resolutions and decisions made by the strata company. You will not be able to build on the lot or make any alterations to (including removal of) a building on the lot without the approval of the strata company, except in certain circumstances.

As an owner of a lot, you will also have a share in any common property in the scheme. You will be a member of the strata company, along with all of the other lot owners, and have a right to participate in managing the scheme.

Each lot owner has to abide by the rules of the strata company, known as by-laws. By-laws can be different for each strata scheme and you should understand which by-laws apply to your scheme. The seller must give you the current by-laws before you sign the contract for sale. A strata company can make, amend or repeal by-laws by voting on them, and registering them with the Registrar of Titles at Landgate within 3 months.

As the owner of a lot, you will be liable to pay a strata levy or contribution to the strata company for expenses including for maintenance, repair and insurance of the common property unless the lot is in a scheme of 2 to 5 lots which may be exempt from these requirements. Be aware that if the unpaid amounts for the lot are not paid by the seller before you complete the purchase (settle), you as the new owner will have to pay the strata company these unpaid amounts.

As part of this disclosure you must receive the strata or survey-strata plan (the plan) which includes the lot you are proposing to buy. This plan will show all of the lots and the common property in the scheme. The common property is all the land within the scheme boundary that is not a lot. In a strata plan each lot is clearly identified, but the common property is not; it is everything that is not a lot. In comparison, in a survey-strata plan common property areas are clearly identified as common property. It is important to understand what is your lot, as you will be responsible for repairing and maintaining it, whereas the strata company will generally be responsible for the common property, unless there are by-laws which set out something different.

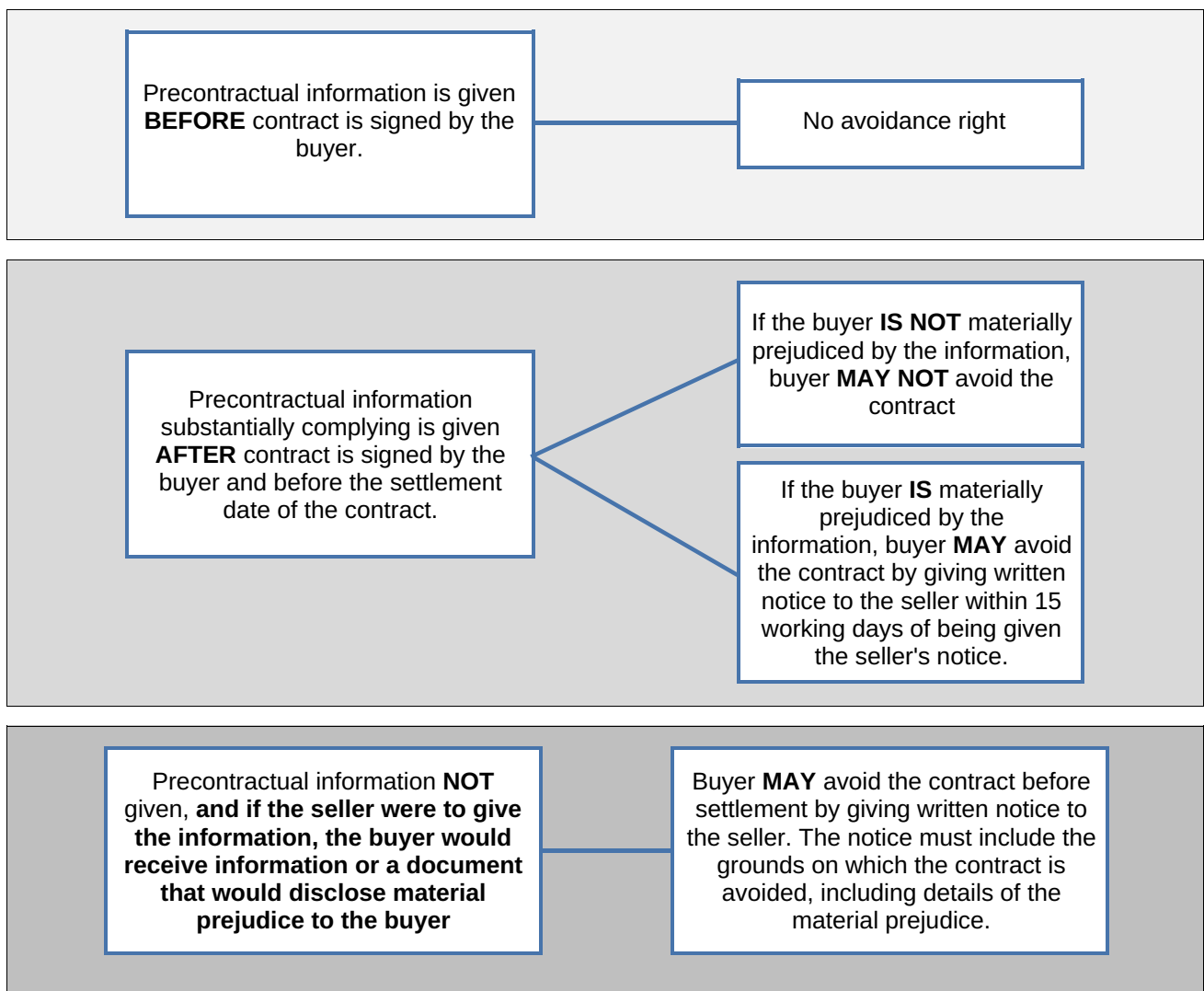
A buyer may consider seeking more information about the lot, the strata company and the strata / survey-strata scheme by asking the seller to provide it, or by making an application to the strata company for more information under section 107 of the Act.

The buyer should consider reading Landgate's publication *A Guide to Strata Titles* as this provides extra information about schemes.

Buyer's avoidance and other rights

Avoidance for failure to give precontractual information to the buyer

The buyer's right to avoid the contract for precontractual information is as follows:



Avoidance rights for notifiable variations

After the buyer has signed the contract, it is possible a particular type of event known as a type 1 or type 2 notifiable variation may occur. If this happens, the seller must provide written notice of the variation to the buyer before the proposed settlement date.

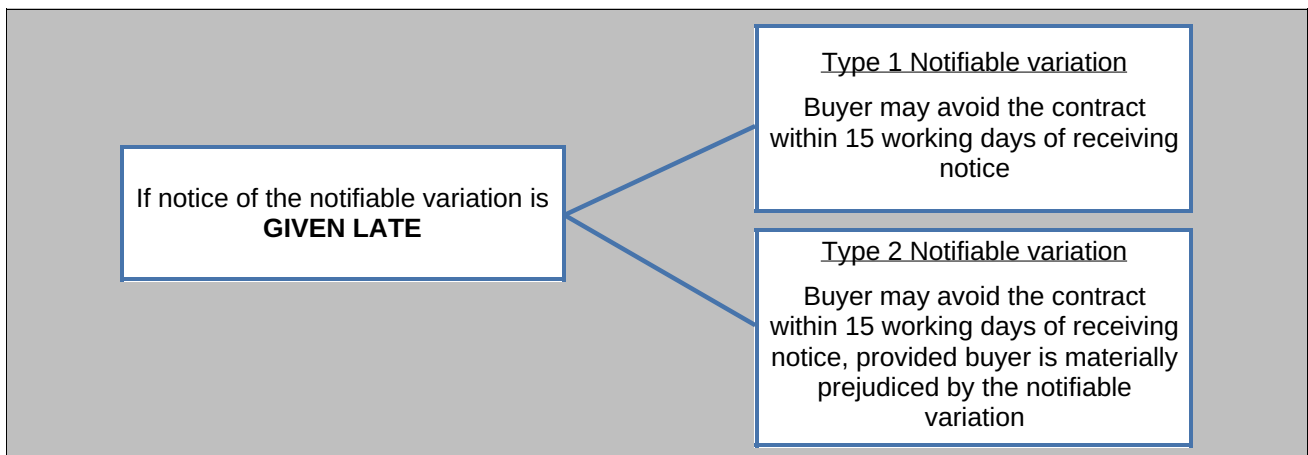
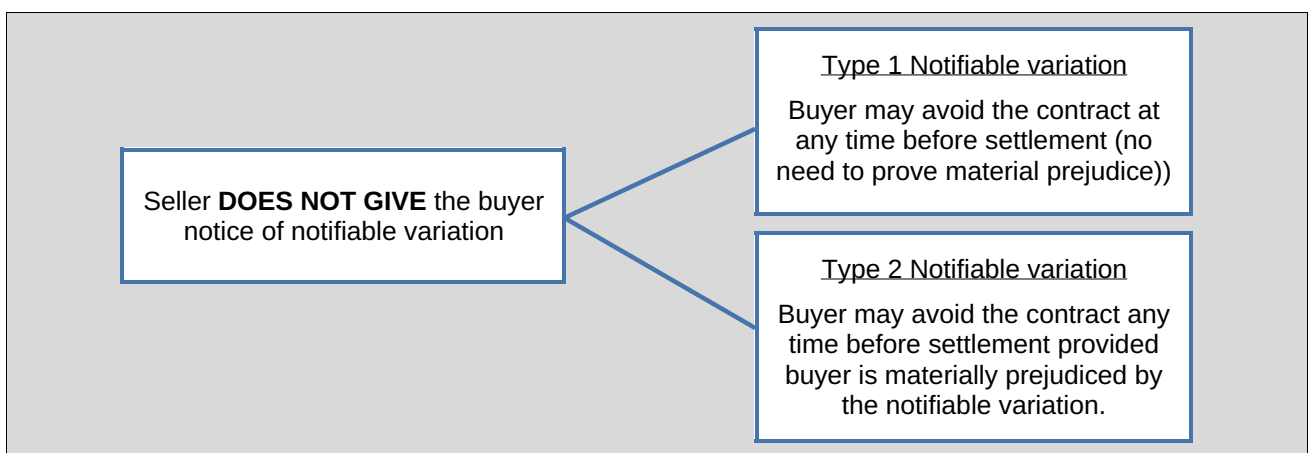
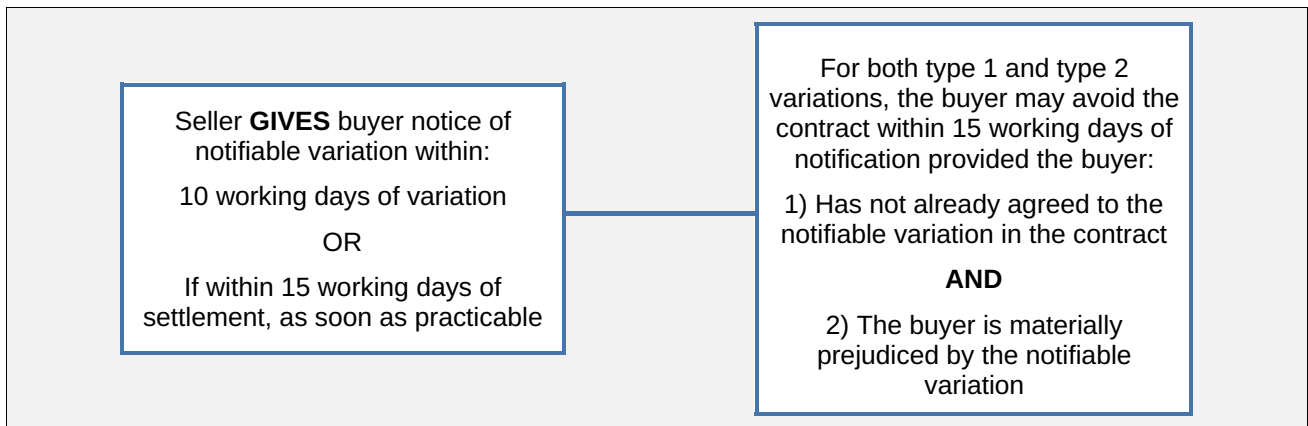
Type 1 and Type 2 notifiable variations are as follows:

Type 1 Notifiable Variation	Type 2 Notifiable Variation
<ul style="list-style-type: none"> • The area or size of the lot/proposed lot is reduced by 5% or more from the area or size notified to the buyer before the buyer entered into the contract. • The proportion that the unit entitlement, or a reasonable estimate of the unit entitlement of the lot bears to the sum of the unit entitlements of all the lots is increased/decreased by 5% or more in comparison to that which was notified to the buyer before the buyer entered into the contract. • Anything relating to a proposal for the termination of the strata titles scheme is served on the seller by the strata company. • Any other event classified by the regulations as a type 1 notifiable variation. 	<ul style="list-style-type: none"> • The current/proposed scheme plan or amendment of the scheme plan for the scheme is modified in a way that affects the lot or the common property (that is not a type 1 notifiable variation). • The current/proposed schedule of unit entitlements or amendment of the schedule of unit entitlements for the scheme is modified in a way that affects the lot (that is not a type 1 variation). • The strata company or a scheme developer- <ul style="list-style-type: none"> (i) enters into a contract for the provision of services or amenities to the strata company or to members of the strata company or a contract that is otherwise likely to affect the rights of the buyer; OR (ii) varies an existing contract of that kind in a way that is likely to affect the rights of the buyer • The current/proposed scheme by-laws are modified. • A lease, licence, right or privilege over the common property in the strata titles scheme is granted or varied. • Any other event classified by the regulations as a type 2 notifiable variation.

See section 161 and 162 of the Act for further details.

Regulation 106 describes when certain notifiable variations are deemed to have occurred.

The buyer's right to avoid the contract for notifiable variations is as follows:



See section 163 of the Act for special protections which apply if the lot has not yet been created by the registration of the scheme or an amendment of the scheme - that is, an 'off the plan' sale.

Buyer's right to postpone settlement

The buyer has a right to postpone settlement date of the contract for the sale and purchase of the lot, by providing written notice to the seller, if the seller has not complied with their obligation to provide pre-contractual information or particulars of a notifiable variation to the buyer. The buyer may postpone settlement date by no more than 15 working days after the latest date that the seller complies with the relevant disclosure requirement.

Disputes about avoidance rights to be heard in the State Administrative Tribunal

If the buyer or seller has a dispute about a right to avoid or whether a seller has provided the notifiable information / notifiable variations as required and within the time required, the buyer and or seller may apply to the State Administrative Tribunal for orders to resolve the dispute.

Precontractual Disclosure Statement to the Buyer

Part B | Information specific to the sale of the strata lot

This form sets out the information requirements in section 156 of the *Strata Titles Act 1985* (the Act), that the seller must give the buyer. It is the information designated as information specific to the sale of a strata lot. which, if included in the contract, must be included in a prominent position (such as the first page). The term 'lot' includes strata and survey-strata lot.

Personal information

The seller(s)

Name Vineet Sharma

Address 11 Est Lane, Ashby WA 6065

Telephone/mobile 0430 395 004 Email vinny8291@gmail.com

Name _____

Address _____

Telephone/mobile _____ Email _____

Scheme Information

The term 'scheme' includes strata and survey-strata schemes

Scheme Details

Scheme name Est Lane, Ashby

Name of the strata company Est Lane, Ashby

Address for service of the strata company (taken from scheme notice) 76 York Street, Subiaco WA 6008

Name of Strata Manager Pro Active

Address of Strata Manager 76 York Street, Subiaco WA 6008

Telephone/Mobile 08 9382 8313

Email admin@proactivestrata.com.au

The status of the scheme is:

- proposed
- registered

The scheme type is:

- strata
- survey-strata

The tenure type is

- freehold
- leasehold

~~For leasehold only:~~

~~The scheme has a term of _____ years _____ months _____ days commencing on registration of the scheme _____~~

~~If there is a registered scheme notice, the expiry day for the leasehold scheme is _____~~

~~For any attachments, please include the attachment number in the column titled 'Att.' on the right-hand side of this document.~~

Att.

Scheme Documents (must be attached)

Schemes created on or after 1/5/2020 must provide a copy of the scheme notice. N/A
Schemes created before 1/5/2020 only have to provide a scheme notice if a change of scheme name or address was registered on or after 1 May 2020.

A copy of the scheme plan showing the exact location and definition of the lot Att 1

A copy of the scheme by-laws Att 3

A copy of the scheme by-laws made but not yet registered by the Registrar of Titles at Landgate _____

Do the scheme by-laws include staged subdivision by-laws no yes

If yes, they are included with this form _____

If yes, they are not included but a notice concerning staged subdivision by-laws that are spent has been provided _____

A copy of the schedule of unit entitlements showing the unit entitlement of the lot AND sum of unit entitlements of all the lots in the scheme Att 2

If this is a leasehold lot, a copy of the strata lease for the lot _____

Additional comments: _____

Minutes (choose one option)

A copy of the minutes of the most recent annual general meeting and any subsequent extraordinary general meeting(s) Att 4

A statement that the strata company does not keep minutes of its meetings* _____

A statement of why the seller has been unable to obtain the minutes _____

Additional comments: _____

Statement of accounts (choose one option)

The statement of accounts last prepared by the strata company Att 5

A statement that the strata company does not prepare a statement of accounts* _____

A statement of why the seller has been unable to obtain a statement of accounts _____

** Note that section 140(1) sets out that 2-lot schemes are not required to keep minutes or statements of account, and section 140(3) provides that 3, 4 and 5-lot schemes are allowed to have a by-law exempting them from these requirements. If this applies to the scheme, write that down in these fields.*

Additional comments: _____

Termination proposal

Has the seller received a copy of any notice from the strata company in relation to any current termination proposal for the scheme? no yes _____

If yes, attach a copy.

Lot information (choose all that apply)

Att.

This lot is on a registered scheme plan

This lot has not yet been created

This lot is a leasehold strata expiring on _____
(being the expiry day of the scheme set out in the scheme notice)

Street address of the lot (if known)

11 Est Lane, Ashby WA 6065

Lot 6 on scheme plan no. 65480

(The lot owner will also own a share in the common property of the scheme)

Voting right restrictions

Does the contract contain any voting right restriction which has the meaning in regulation 103 of the *Strata Titles (General) Regulations 2019*? * no yes

If yes, describe the restriction _____

* A voting right restriction includes if the contract requires the buyer to grant an enduring proxy or power of attorney to the seller.

Exclusive use by-laws

This lot is a 'special lot', subject to exclusive use by-laws giving exclusive use of an area of common property no yes

If yes, please give details _____

Strata levy/contributions for the lot (choose one option)

(Local government rates are payable by the lot owner in addition to the strata levy/contributions)

Contributions that have been determined within the previous 12 months

If not determined, estimated contributions for 12 months after proposed settlement date

	Actual (\$)	OR	Estimated (\$) 12 months after the proposed settlement date
Administrative fund:	\$986		_____
Reserve fund:	\$58		_____
Other levy (attach details)	_____		_____
<input checked="" type="checkbox"/> Actual <input type="checkbox"/> Estimated total contribution for the lot	\$ <u>261.00</u>		
Payable <input type="checkbox"/> annually <input type="checkbox"/> bi-annually <input checked="" type="checkbox"/> quarterly <input type="checkbox"/> other: _____			
Due dates <u>1/1/24</u> on <u>\$261.00</u>	<u>1/7/24</u>	on	<u>\$261.00</u>
<u>1/4/24</u> on <u>\$261.00</u>	<u>1/10/24</u>	on	<u>\$261.00</u>

Att 6

Strata levy/contributions/other debts owing

If the seller has a debt owed to the strata company, the total amount owing is \$ N/A

If the seller has a debt owed to a utility company, the total amount owing is \$ N/A

Details of who is owed, how the debt arose, date on which it arose and the amount outstanding is attached. _____

Additional comments: _____

Scheme developer specific information

Information specific to the sale of a strata lot - only to be **completed if the seller of the lot is a scheme developer**

Att.

The scheme developer is defined as:

- The registered owner(s) of a lot(s) before it is subdivided by a strata titles scheme
- The registered owner/s of a lot in a staged strata development that is to be subdivided by the registration of an amendment of scheme to which staged subdivision by-laws apply

This part applies where the seller of the lot is a scheme developer in any of the following circumstances:

- The scheme has not been registered
- The first annual general meeting of the strata company has not been held
- The scheme developer owns 50% or more of the lots
- The scheme developer owns lots with an aggregate unit entitlement of 50% or more of the sum of the unit entitlements of all lots in the scheme

Statement of estimated income and expenditure

A statement of the estimated income and expenditure of the strata company for the 12 months after the proposed settlement date is attached. _____

Additional comments: _____

Agreements for amenity or service

Are there any current or proposed contracts for the provision of any amenity or service to the proposed strata company/strata company or members of the strata company entered into or arranged by the scheme developer? no yes

If yes, attach details including terms and conditions, the consideration and estimated costs to members of the strata company _____

Additional comments: _____

Lease, licence, exclusive right or use and enjoyment or special privilege over common property

Are there any current or proposed leases, licences, right of exclusive use and enjoyment, restricted right of use and enjoyment, or special privilege over common property? no yes

If yes, attach details including terms and conditions. _____

Additional comments: _____

Section 79 Disclosure of remuneration and other benefits

Has the scheme developer and/or their associate received or reasonably expects to receive remuneration or other benefit? no yes

Is there any other direct or indirect pecuniary interest the scheme developer and/or their associate has in the contract, lease or licence other than as a member of the strata company? no yes

If yes, attach details of any remuneration, other benefit and/or pecuniary interest disclosed in accordance with s.79 of the Act, including its value. _____

Additional comments: _____

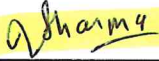
Acknowledgement by seller and buyer

The statements by the seller and buyer relate to the following precontractual disclosures:

- **Part A, general information about strata titles schemes.** This information can be included in a form that is separate from the rest of the contract; and
- **Part B, information specific to the sale of a strata lot.** This information can be included in a separate form, or within the contract in a prominent position.
Both the Part A and Part B disclosures can be provided electronically if the buyer has consented to this.

Statement by the seller(s) / seller's representative

I / We¹, hereby certify that Part A and Part B of the required precontractual disclosures were given to the buyer before the buyer signed the contract of sale.

Signature 

Name Vineet Sharma

Date 11/9/2024

Signature _____

Name _____

Date _____

Statement by the buyer(s) / buyer's representative

I / We¹, the buyer/s, acknowledge that I / we¹ received Part A and Part B of the required precontractual disclosures before I / We¹ signed the contract of sale.

I / We¹ understand that the disclosures given by the seller(s) or by the seller's representative are not an offer or a contract to purchase a lot (though they may be included in such contract) but only provide information to me / us¹.

Signature 

Name _____

Date _____

Signature 

Name _____

Date _____

¹ Select one.

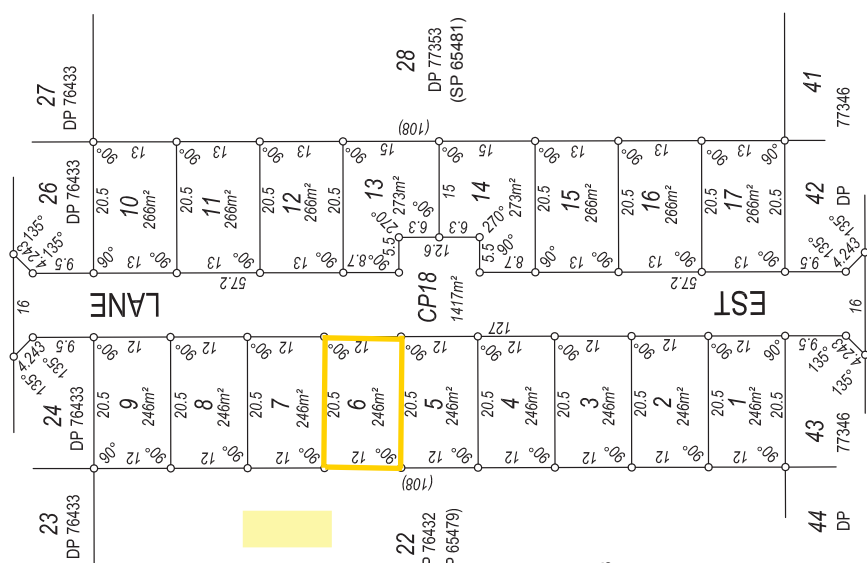
Attachment 1

**HELD BY LANDGATE
 IN DIGITAL FORM ONLY.**

LIMITED IN DEPTH TO 60.96 METRES
 SURVEY CARRIED OUT UNDER REGULATION 26A
 SPECIAL SURVEY AREA GUIDELINES



ROCCELLA LOOP



ROCCELLA LOOP



NOTE: COMMON PROPERTY LOT CP18 IS KNOWN AS EST LANE FOR PROPERTY STREET ADDRESS PURPOSES ONLY AND IS NOT A PUBLIC ROAD

VER	AMENDMENT	AUTHORISED BY	DATE

SURVEY-STRATA PLAN
65480
 SHEET 1 OF 1 SHEET\$

PLAN OF
 LOT 25 ON DP 77353
 CERTIFICATE OF TITLE
 VOL 2822 FOL 881
 LOCAL GOVERNMENT
 CITY OF WANNEROO
 INDEX PLAN
 BG35 (2) 10.09
 FIELD BOOK
 124628
 SCALE 1 : 750 @ A3

NAME OF SCHEME
 EST LANE,
 ASHBY

ADDRESS OF PARCEL
 11 ROCCELLA LOOP,
 ASHBY, W.A. 6065

MANAGEMENT STATEMENT YES ~~NO~~
 LODGED CERTIFIED CORRECT *M. Hille* 29-Oct-13
 COR. FILE TRIM: 13016-2011
 DATE 10-Oct-13
 FEE PAID \$1520.00
 SUBJECT TO Lodgement of Management Statement
 ASSESS No. 13685123
 FOR REGISTRAR OF TITLES DATE 31-Oct-13

REGISTERED APPLICATION
 DATE 5-Nov-2013
 REGISTRAR OF TITLES SEAL
 WESTERN AUSTRALIAN PLANNING COMMISSION
 W.A.P.C. REF: 107-12
 Certificate of Approval of W.A.P.C. under Section 28B(2) of Strata Titles Act 1985

Delegated under S. 16 FRD Act 2005
 30-Oct-2013
 DATE



SURVEYOR'S CERTIFICATE - Reg 54
 I, **PETER E. HILLE**
 hereby certify that this plan is accurate and is a correct representation of the
 (a) "survey" and/or
 (b) "calculations from measurements."
 [delete if inapplicable]
 undertaken for the purposes of this plan and that it complies with the relevant written laws in relation to which it is lodged.
P. E. Hille
 30 Oct 2013
 LICENSED SURVEYOR DATE

SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN	LAND BURDENED	BENEFIT TO	COMMENTS

Attachment 2

FORM 3

SURVEY-STRATA PLAN No. 65480							
Schedule of Unit Entitlement		Office Use Only		Schedule of Unit Entitlement		Office Use Only	
		Current Cs of Title				Current Cs of Title	
Lot No,	Unit Entitlement	Vol.	Fol.	Lot No,	Unit Entitlement	Vol.	Fol.
1	58	2825	- 952	16	60	2825	- 967
2	58	2825	- 953	17	60	2825	- 968
3	58	2825	- 954	CP18	COMMON PROPERTY		
4	58	2825	- 955				
5	58	2825	- 956				
6	58	2825	- 957				
7	58	2825	- 958				
8	58	2825	- 959				
9	58	2825	- 960				
10	60	2825	- 961				
11	60	2825	- 962				
12	60	2825	- 963				
13	59	2825	- 964				
14	59	2825	- 965				
15	60	2825	- 966	Aggregate	1,000		


DESCRIPTION OF PARCEL

Lot 25 on Deposited Plan 77353, 11 Roccella Loop, Ashby, comprising 17 residential lots.

CERTIFICATE OF LICENSED VALUER SURVEY-STRATA

I, **PAUL McLAREN**, being a Licensed Valuer licensed under the *Land Valuers Licensing Act 1978* certify that the unit entitlement of each lot (in this certificate, excluding any common property lots), as stated in the schedule bears in relation to the aggregate unit entitlement of all lots delineated on the plan a proportion not greater than 5% more or 5% less than the proportion that the value (as that term is defined in section 14 (2a) of the *Strata Titles Act 1985*) of that lot bears to the aggregate value of all the lots delineated on the plan.

04-Oct-2013
Date

 2013.10.04
10:55:47 +08'00'
Signed

STRATA TITLES ACT 1985**SCHEDULES****SCHEDULE 1 & SCHEDULE 2 (s39)****Schedule 1 – Governance by-laws**

[Heading inserted by No. 30 of 2018 s. 86.]

[Part I heading deleted by No. 58 of 1995 s. 87(1).]

1. Duties of owner

- (1) The owner of a lot must –
 - (a) immediately carry out all work that may be ordered under a written law in respect of the lot other than such work as may be for the benefit of the building generally and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of the lot;
 - (b) maintain and repair the lot, and keep it in a state of good condition, reasonable wear and tear, and damage by fire, storm, tempest or act of God excepted.
- (1A) The owner of a lot must –
 - (a) notify in writing the strata company immediately on becoming the owner of the lot, including in the notice the owner's address for service for the purposes of this Act; and
 - (b) if required in writing by the strata company, notify the strata company of any mortgage or other dealing in connection with the lot, including in the case of a lease of a lot, the name of the lessee and the term of the lease.

[Clause 1 amended by No. 58 of 1995 s. 87(2); No. 14 of 1996 s. 4; No. 74 of 2003 s. 112(15); No. 30 of 2018 s. 87.]

[2. Deleted by No. 30 of 2018 s. 88.]

3. Power of strata company regarding submeters

- (1) If the supply of gas or electricity to a lot is regulated by means of a submeter, the strata company may require the owner or occupier of the lot to pay the strata company by way of security for the payment of charges arising through the submeter an amount not exceeding \$200 and, if any amount so paid is applied by the strata company under sub-by-law (3), to pay such further amount or amounts by way of such security as may be necessary to maintain the amount of the security as, subject to this sub-by-law, the strata company may require.
- (2) The strata company must lodge every sum received under this by-law to the credit of an interest-bearing ADI account and all interest accruing in respect of amounts so received must, subject to this by-law, be held on trust for the owner or occupier who made the payment.
- (3) If the owner or occupier of a lot in respect of which a submeter is used for the supply of gas or electricity refuses or fails to pay any charges due for the supply of gas or electricity to that lot, the strata company may apply in payment of those charges all, or such part as is necessary, of any amount paid to the strata company by that owner or occupier under this by-law, including any interest that may have accrued in respect of that amount.
- (4) If a person who has paid an amount under this by-law to a strata company satisfies the strata company that the person is no longer the owner or occupier of a lot and that the strata company no longer has any liability or contingent liability for the supply of gas or electricity to that lot during the period when that person was an owner or occupier of the lot, the strata company must refund to that person the amount then held on the person's behalf under this by-law.

[Clause 3 amended by No. 26 of 1999 s. 104; No. 74 of 2003 s. 112(16); No. 30 of 2018 s. 89.]

4. Constitution of council

- (1) The powers and duties of the strata company must, subject to any restriction imposed or direction given at a general meeting, be exercised and performed by the council of the strata company and a meeting of the council at which a quorum is present is competent to exercise all or any of the authorities, functions or powers of the council.
- (2) Until the first annual general meeting of the strata company, the owners of all the lots constitute the council.

- (3) If there are not more than 3 lots in the scheme, the council consists of all of the owners of the lots and, if there are more than 3 lots in the scheme, the council consists of not less than 3 nor more than 7 of the owners of the lots, as is determined by the strata company.
- (4) If there are more than 3 lots in the scheme, the members of the council must be elected at each annual general meeting of the strata company or, if the number of lots in the scheme increases to more than 3, at an extraordinary general meeting convened for the purpose.
- (6) If there are co-owners of a lot, 1 only of the co-owners is eligible to be, or to be elected to be, a member of the council and the co-owner who is so eligible must be nominated by the co-owners, but, if the co-owners fail to agree on a nominee, the co-owner who owns the largest share of the lot is the nominee or, if there is no co-owner who owns the largest share of the lot, the co-owner whose name appears first in the certificate of title for the lot is the nominee.
- (8) Except if the council consists of all the owners of lots in the scheme, the strata company may by special resolution remove any member of the council before the expiration of the member's term of office.
- (9) A member of the council vacates office as a member of the council –
- if the member dies or ceases to be an owner or co-owner of a lot; or
 - on receipt by the strata company of a written notice of the member's resignation from the office of member; or
 - at the conclusion of an annual general meeting of the strata company at which an election of members of the council takes place and at which the member is not elected or re-elected; or
 - in a case where the member is a member of the council by reason of there being not more than 3 owners of lots in the scheme, on an election of members of the council (as a result of there being an increase in the number of owners to more than 3) at which the member is not elected; or
 - if the member is removed from office under sub-by-law (8); or
 - if the Tribunal orders that the member's appointment is revoked and the member is removed from office.
- (10) The remaining members of the council may appoint a person eligible for election to the council to fill a vacancy in the office of a member of the council, other than a vacancy arising under sub-by-law (9)(c) or (d), and any person so appointed holds office, subject to this by-law, for the balance of the predecessor's term of office.
- Note for this sub-by-law: By-law 6(3A) provides for the filling of vacancies in the offices of chairperson, secretary and treasurer.
- (11) Except if 1 person is the owner of all of the lots in the scheme, a quorum of the council is 2 if the council consists of 3 or 4 members; 3, if it consists of 5 or 6 members; and 4, if it consists of 7 members.
- (12) The continuing members of the council may act even if there is a vacancy in the council, but so long as the number of members is reduced below the number fixed by these by-laws as the quorum of the council, the continuing members or member of the council may act for the purpose of increasing the number of members of the council or convening a general meeting of the strata company, but for no other purpose.
- (13) All acts done in good faith by the council, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of any member of the council, are as valid as if that member had been duly appointed or had duly continued in office.

[Clause 4 amended by No. 30 of 2018 s. 90.]

5. Election of council at general meeting

The procedure for nomination and election of members of a council must be in accordance with the following rules –

- The meeting must determine, in accordance with the requirements of by-law 4(3) the number of persons of whom the council is to consist.
- The chairperson must call on those persons who are present at the meeting in person or by proxy and entitled to nominate candidates to nominate candidates for election to the council.
- A nomination is ineffective unless supported by the consent of the nominee to the nomination, given –
 - in writing, and furnished to the chairperson at the meeting; or
 - orally by a nominee who is present at the meeting in person or by proxy.

- (4) When no further nominations are forthcoming, the chairperson –
- (a) if the number of candidates equals the number of members of the council determined in accordance with the requirements of by-law 4(3), must declare those candidates to be elected as members of the council;
 - (b) if the number of candidates exceeds the number of members of the council as so determined, must direct that a ballot be held.
- (5) If a ballot is to be held, the chairperson must –
- (a) announce the names of the candidates; and
 - (b) cause to be furnished to each person entitled to vote and present in person or by proxy, a blank form in respect of each lot in respect of which the person is entitled to vote for use as a ballot form.
- (6) A person who is entitled to vote must complete a valid ballot form by –
- (a) writing on the form the names of candidates, equal in number to the number of members of the council so that no name is repeated; and
 - (b) indicating on the form the number of each lot in respect of which the person's vote is cast and whether the person so votes as owner or first mortgagee of each such lot or as proxy of the owner or first mortgagee; and
 - (c) signing the ballot form; and
 - (d) returning it to the chairperson.
- (7) The chairperson, or a person appointed by the chairperson, must count the votes recorded on valid ballot forms in favour of each candidate.
- (8) Subject to sub-by-law (9), candidates, being equal in number to the number of members of the council determined in accordance with by-law 4(3), who receive the highest numbers (in terms of lots or unit entitlements as required under the *Strata Titles Act 1985* section 122) of votes are to be declared elected to the council.
- (9) If the number (in terms of lots or unit entitlements as required under the *Strata Titles Act 1985* section 122) of votes recorded in favour of any candidate is the lowest of the numbers of votes referred to in sub-by-law (8) and –
- (a) that number equals the number of votes recorded in favour of any other candidate; and
 - (b) if each of those candidates were to be declared elected the number of persons elected would exceed the number of persons required to be elected, as between those candidates, the election must be decided by a show of hands of those entitled to vote and present in person or by proxy.

[Clause 5 amended by No. 74 of 2003 s. 112(17)-(19); No. 30 of 2018 s. 91.]

6. Chairperson, secretary and treasurer of council

- (1) The members of a council must, at the first meeting of the council after they assume office as such members, appoint a chairperson, a secretary and a treasurer of the council.
- (2) A person –
 - (a) must not be appointed to an office referred to in sub-by-law (1) unless the person is a member of the council; and
 - (b) may be appointed to 1 or more of those offices.
- (3) A person appointed to an office referred to in sub-by-law (1) holds office until the first of the following events happens –
 - (a) the person ceases to be a member of the council under by-law 4(9);
 - (b) receipt by the strata company of a written notice of the person's resignation from that office;
 - (c) another person is appointed by the council to hold that office.
- (3A) The remaining members of the council must appoint a member of the council to fill a vacancy in an office referred to in sub-by-law (1), other than a vacancy arising under by-law 4(9)(c) or (d), and any person so appointed holds office, subject to this by-law, for the balance of the predecessor's term of office.

- (4) The chairperson is to preside at all meetings of the council but, if the chairperson is absent from, or is unwilling or unable to preside at, a meeting, the members of the council present at that meeting can appoint 1 of their number to preside at that meeting during the absence of the chairperson.

[Clause 6 amended by No. 30 of 2018 s. 92.]

7. Chairperson, secretary and treasurer of strata company

- (1) Subject to sub-bylaw (2), the chairperson, secretary and treasurer of the council are also respectively the chairperson, secretary and treasurer of the strata company.
- (2) A strata company may at a general meeting authorise a person who is not an owner of a lot to act as the chairperson of the strata company for the purposes of that meeting.
- (3) A person appointed under sub-bylaw (2) may act until the end of the meeting for which the person was appointed to act.

[Clause 7 inserted by No. 58 of 1995 s. 87(3); amended by No. 74 of 2003 s. 112(20); No. 30 of 2018 s. 93.]

8. Meetings of council

- (1) At meetings of the council, all matters must be determined by a simple majority vote.
- (2) The council may –
- meet together for the conduct of business and adjourn and otherwise regulate its meetings as it thinks fit, but the council must meet when any member of the council gives to the other members not less than 7 days' notice of a meeting proposed by the member specifying in the notice the reason for calling the meeting; or
 - employ or engage, on behalf of the strata company, any person as it thinks is necessary to provide any goods, amenity or service to the strata company; or (c) subject to any restriction imposed or direction given at a general meeting of the strata company, delegate to 1 or more of its members such of its powers and duties as it thinks fit, and at any time revoke the delegation.
- (3) A member of a council may appoint an owner of a lot, or an individual authorised under the *Strata Titles Act 1985* section 136 by a corporation which is the owner of a lot, to act in the member's place as a member of the council at any meeting of the council.
- (4) An owner of a lot or individual may be appointed under sub-bylaw (3) whether or not that person is a member of the council.
- (5) If a person appointed under sub-bylaw (3) is a member of the council the person may, at any meeting of the council, separately vote in the person's capacity as a member and on behalf of the member in whose place the person has been appointed to act.

[Clause 8 amended by No. 30 of 2018 s. 94.]

9. Powers and duties of secretary of strata company

The powers and duties of the secretary of a strata company include –

- the preparation and distribution of minutes of meetings of the strata company and the submission of a motion for confirmation of the minutes of any meeting of the strata company at the next such meeting; and
- the giving on behalf of the strata company and of the council of the notices required to be given under the Act; and
- the supply of information on behalf of the strata company in accordance with the *Strata Titles Act 1985* sections 108 and 109; and
- the answering of communications addressed to the strata company; and
- the calling of nominations of candidates for election as members of the council; and
- subject to the *Strata Titles Act 1985* sections 127, 128, 129, 200(2)(f) and
- the convening of meetings of the strata company and of the council.

[Clause 9 amended by No. 30 of 2018 s. 95.]

10. Powers and duties of treasurer of strata company

The powers and duties of the treasurer of a strata company include –

- (a) the notifying of owners of lots of any contributions levied under the *Strata Titles Act 1985*; and
- (b) the receipt, acknowledgment and banking of and the accounting for any money paid to the strata company; and
- (c) the preparation of any certificate applied for under the *Strata Titles Act 1985* section 110; and
- (d) the keeping of the records of account referred to in the *Strata Titles Act 1985* section 101 and the preparation of the statement of accounts referred to in the *Strata Titles Act 1985* section 101.

[Clause 10 amended by No. 30 of 2018 s. 96.]

[11-15. Deleted by No. 30 of 2018 s. 97.]

Schedule 2 – Conduct by-laws

[Heading inserted by No. 30 of 2018 s. 98.]

1. Vehicles and parking

- (1) An owner or occupier of a lot must take all reasonable steps to ensure that the owner's or occupier's visitors comply with the scheme by-laws relating to the parking of motor vehicles.
- (2) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the strata company.

[Clause 1 inserted by No. 30 of 2018 s. 99.]

2. Use of common property

An owner or occupier of a lot must –

- (a) use and enjoy the common property in such a manner as not unreasonably to interfere with the use and enjoyment of the common property by other owners or occupiers of lots or of their visitors; and
- (b) not use the lot or permit it to be used in such manner or for such purpose as causes a nuisance to an occupier of another lot (whether an owner or not) or the family of such an occupier; and
- (c) take all reasonable steps to ensure that the owner's or occupier's visitors do not behave in a manner likely to interfere with the peaceful enjoyment of an owner or occupier of another lot or of a person lawfully using common property; and
- (d) not obstruct lawful use of common property by any person.

[Clause 2 inserted by No. 30 of 2018 s. 100.]

3. Damage to lawns etc. on common property

Except with the approval of the strata company, an owner or occupier of a lot must not –

- (a) damage any lawn, garden, tree, shrub, plant or flower on common property; or
- (b) use any portion of the common property for the owner's or occupier's own purposes as a garden.

[Clause 3 amended by No. 30 of 2018 s. 101.]

4. Behaviour of owners and occupiers

An owner or occupier of a lot must be adequately clothed when on common property and must not use language or behave in a manner likely to cause offence or embarrassment to an owner or occupier of another lot or to any person lawfully using common property.

[Clause 4 amended by No. 30 of 2018 s. 102.]

[5. Deleted by No. 30 of 2018 s. 103.]

6. Depositing rubbish etc. on common property

An owner or occupier of a lot must not deposit or throw on that lot or any other lot or the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of an owner or occupier of another lot or of any person lawfully using the common property.

[Clause 6 amended by No. 58 of 1995 s. 88(2); No. 30 of 2018 s. 104.]

7. Drying of laundry items and signage

An owner or occupier of a lot must not, except with the consent in writing of the strata company –

- (a) hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building, other than for a reasonable period on any lines provided by the strata company for the purpose; or
- (b) display any sign, advertisement, placard, banner, pamphlet or like matter on any part of their lot in such a way as to be visible from outside the building.

[Clause 7 amended No. 30 of 2018 s. 105.] [Former By-law 8 repealed by No. 58 of 1995 s. 88(3).]

8. Storage of inflammable liquids etc.

An owner or occupier of a lot must not, except with the written approval of the strata company, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material, other than chemicals, liquids, gases or other materials used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

[Clause 8, formerly by-law 9, renumbered as by-law 8 by No. 58 of 1995 s. 88(4); amended by No. 30 of 2018 s. 106.]

9. Moving furniture etc. on or through common property

An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless that person has first given to the council sufficient notice of their intention to do so to enable the council to arrange for its nominee to be present at the time when that person does so.

[Clause 9, formerly by-law 10, renumbered as by-law 9 by No. 58 of 1995 s. 88(4); amended by No. 30 of 2018 s. 107.]

10. Floor coverings

An owner of a lot must ensure that all floor space within the lot (other than that comprising kitchen, laundry, lavatory or bathroom) is covered or otherwise treated to an extent sufficient to prevent the transmission therefrom of noise likely to disturb the peaceful enjoyment of an owner or occupier of another lot.

[Clause 10, formerly by-law 11, renumbered as by-law 10 by No. 58 of 1995 s. 88(4); amended by No. 30 of 2018 s. 108.]

11. Garbage disposal

An owner or occupier of a lot must –

- (a) maintain within their lot, or on such part of the common property as may be authorised by the strata company, in clean and dry condition and adequately covered, a receptacle for garbage;
- (b) comply with all local laws relating to the disposal of garbage; (c) ensure that the health, hygiene and comfort of an owner or occupier of any other lot is not adversely affected by their disposal of garbage.

[Clause 11, formerly by-law 12, renumbered as by-law 11 by No. 58 of 1995 s. 88(4); amended by No. 57 of 1997 s. 115(5); No. 30 of 2018 s. 109.]

12. Additional duties of owners and occupiers

An owner or occupier of a lot must not –

- (a) use the lot for a purpose that may be illegal or injurious to the reputation of the building; or
- (b) make undue noise in or about the lot or common property; or
- (c) keep animals on the lot or the common property after notice in that behalf given to that person by the council.

[Clause 12 inserted by No. 58 of 1995 s. 88(5); amended by No. 74 of 2003 s. 112(22); No. 30 of 2018 s. 110.]

13. Notice of alteration to lot

An owner of a lot must not alter or permit the alteration of the structure of the lot except as may be permitted and provided for under the Act and the by-laws and in any event must not alter the structure of the lot without giving to the strata company, not later than 14 days before commencement of the alteration, a written notice describing the proposed alteration.

[Clause 13 inserted by No. 58 of 1995 s. 88(5); amended by No. 30 of 2018 s. 111.]

14. Appearance of lot

An owner or occupier of a lot must not, without the written consent of the strata company, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

[Clause 14 inserted by No. 58 of 1995 s. 88(5); amended by No. 30 of 2018 s. 112.]

15. Decoration of, and affixing items to, inner surface of lot

An owner or occupier of a lot must not, without the written consent of the strata company, paint, wallpaper or otherwise decorate a structure which forms the inner surface of the boundary of the lot or affix locking devices, flyscreens, furnishings, furniture, carpets and other similar things to that surface, if that action will unreasonably damage the common property.

[Clause 15 inserted by No. 30 of 2018 s. 113.]



Attachment 4

The Owners of Est Lane
11 Roccella Loop,
ASHBY WA 6065

Strata Plan 65480

MINUTES OF ANNUAL GENERAL MEETING

Dated: 16/08/2024

Dear FILE COPY

Please see enclosed minutes of the Annual General Meeting of the Owners Est Lane Strata Plan 65480, held on **15/08/2024 at Virtual Meeting via WebEx** .

Kind regards,

Harold Hanook
Strata Manager
For and on behalf of
The Owners of Strata Plan 65480
sm3@proactivestrata.com.au



Attendance

S/Plan 65480 Est Lane 11 Roccella Loop

Annual General Meeting

15/08/2024 03:30 pm

Generated at: 16/08/2024 09:19 am

User: Harold Hanook

Attendees

Lot	Unit	Name	Apologies	Voting Sheet
15		Nathan Smith & Cassidy Bergshoeff represented by the Chairperson	Y	N

Non Attendees - Apologies or Voting Sheets Received

NIL

Quorum Achieved: Y



Minutes for the Annual General Meeting

S/Plan 65480 Est Lane 11 Roccella Loop

15/08/2024 03:30 pm

Generated at: 16/08/2024 09:21 am

User: Harold Hanook

1. Preliminaries

- (a) **Record of Attendance & Proxies** – Please refer to the attached attendance sheet
- (b) **Declaration of Quorum** – Pursuant to Section 130 (4) of the ST Act 1985, a quorum was deemed constituted by those present and entitled to vote.
- (c) **Appointment of Meeting Chairperson** – The Strata Manager was appointed the chairperson for the purpose of the meeting
- (d) **Meeting Open Time** – The meeting was declared open at 04:00PM.

2. Confirmation of Minutes

It was resolved to confirm the Minutes of the previous Annual General Meeting dated 14/12/2023 as a true and correct record of the meeting.

3. Election of Council of Owners

It was resolved that all owners are nominated and duly elected to the Council of Owners. The Strata Company is to elect a client liaison for the purpose of meeting contractors, and communication with the Strata Manager.

4. Consideration and Adoption of Financials

It was resolved that Pursuant to section 127 (3) (b) of the Strata Titles Act 1985 to accept the financial details for the 01/07/2023 to 30/06/2024 showing an amount of \$44,972.44 net owners funds as outlined on the Income and Expenditure as a true and correct record.

5. Insurance Renewal and Valuation

It was resolved that Pursuant to section 127 (3) (c) of the Strata Titles Act 1985, resolve to accept the insurance details as outlined on the Insurance Schedule appended to this Notice, and authorise Pro Active Strata Management to act as Agents for the renewal of the insurance policy based on an insurance valuation being obtained. Note that should the valuation show the building/s as being over or under-insured, an endorsement will be obtained for the remainder of the current policy period.

The Strata Manager is to arrange an Insurance Valuation to be sent to the Insurance Broker / Insurance Company.

6. Execution of Documents

It was resolved that by ordinary resolution that the Strata Company in accordance with section 118(2)(a) of the Strata Titles Act 1985 (Act) authorises any of the following;

1. members of the council of the Strata Company acting jointly; AND
2. the representative of Pro-Active Strata Management on behalf of the Strata Company after written instructions from the Council of Owners.

to execute any documents necessary, desirable, or related to the operation of functions of the Strata Company or as deemed appropriate by the Strata Company.

7. Debt recovery

It was resolved that the below Debt Recovery Procedure be adopted;

1. Reminder notice issued to the registered levy address and/or via email when the account is 15 days in arrears.
2. Final notice issued to the registered levy address and/or via email when the account is 30 days in arrears giving 14 days to pay all outstanding amounts. All costs to be on-billed to the lot proprietor if a debt recovery

bylaw has been registered.

3. A Letter of Demand will be issued to the registered levy address and/or via email from GV Lawyers. All costs to be on-billed to the lot proprietor if a debt recovery bylaw has been registered.
4. After instructions from the Council of Owners, a general procedure claim is to be filed at the Magistrates Court by a Lawyer.

Please note: Only the above procedure will be followed. Calls to owners regarding payment / arrears are not made by Pro Active Strata Management. All costs relating to debt recovery will be paid by the Strata Company and may be on-billed to the lot proprietor if a debt recovery bylaw has been registered.

8. Budget of Expenditure

It was resolved that the budget of estimated expenditure inclusive of GST, totaling \$16,433.00 for the Admin fund and \$0.00 for the Reserve fund, be adopted for the 01/07/2024 to 30/06/2025 financial year and additionally, that the estimated expenses budget be adopted and remain effective throughout the next financial year until the next Annual General Meeting.

Explanatory for Motion 8

Please note that any applications or preparation of any kind in relation to approvals under the Strata Titles Act of any type ARE NOT covered under the standard Strata Management fees. Pro-Active Strata Management charge \$160.00 per hour with a minimum charge of 4 hours for work on these items. The Strata Company will need to decide whether the Strata Company or the owner will pay these costs.

9. Determination of Levy

It was resolved that the levy of contributions on proprietors for the financial year, totaling \$17,000.00 for the Admin fund and \$1,000.00 for the Reserve fund be payable quarterly in advance in the amounts and on the dates shown in the below levy schedule, AND further, that the collection of the total levy budget will persist through the next financial year until the next Annual General Meeting

ADMIN

Due Date	Period	\$ per unit entitlement
01/07/2024	01/07/2024 - 30/09/2024	Preissued \$4.25
01/10/2024	01/10/2024 - 31/12/2024	\$4.25
01/01/2025	01/01/2025 - 31/03/2025	\$4.25
01/04/2025	01/04/2025 - 30/06/2025	\$4.25
01/07/2025	01/07/2025 - 30/09/2025	Preissue \$4.25

RESERVE

Due Date	Period	\$ per unit entitlement
01/07/2024	01/07/2024 - 30/09/2024	Preissued \$0.25
01/10/2024	01/10/2024 - 31/12/2024	\$0.25
01/01/2025	01/01/2025 - 31/03/2025	\$0.25
01/04/2025	01/04/2025 - 30/06/2025	\$0.25
01/07/2025	01/07/2025 - 30/09/2025	Preissue \$0.25

The Strata Company is required to comply with various insurance provisions of the Strata Titles Act 1985 (WA). To ensure that the Strata Company is compliant with these obligations at all times, it needs to ensure that sufficient funds are available to renew its insurance policy when it falls due.

10. General Business

Matter without notice regarding common property for discussion and referral to the Council.

No general business was discussed.

11. Future AGM

It was resolved that the next AGM for the strata company be tentatively booked for 11/08/2025.

*Please note this date may be changed if unforeseen circumstances arise, however the Strata Manager will contact

the Council of Owners should this be the case.

12. Close of Meeting

There being no further business the meeting was closed at 04:15PM.



Pro-Active Strata Management

Approved Budget for Strata Company 65480

EST LANE, 11 Roccella Loop ASHBY

Prepared by Pro-Active Strata Management (ABN 40 650 688 869)
PO Box 7032 SHENTON PARK WA 6008 Ph (08) 9382 8313 Fax

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Page 1

Administrative Fund	Approved Budget <small>(01/07/2024-30/06/2025)</small>	Current Actual <small>(01/07/2023-30/06/2024)</small>	Current Budget <small>(01/07/2023-30/06/2024)</small>
Income			
Interest on Overdue Levies	\$0.00	\$0.00	\$0.00
Levy Income	\$17,000.00	\$17,000.00	\$17,000.00
Recovery - Water	\$4,500.00	\$5,080.62	\$4,500.00
Section Certificate Income	\$0.00	\$560.00	\$0.00
Total Admin Fund Income	\$21,500.00	\$22,640.62	\$21,500.00
Expense			
Admin - Accounting	\$0.00	\$0.00	\$66.00
Admin - Income Tax	\$0.00	\$84.00	\$0.00
Admin - Legal and Debt Collection Fees	\$0.00	\$(44.00)	\$0.00
Contract Charges - Additional Services (Sch. B,C,D)	\$100.00	\$89.95	\$0.00
Contract Charges - Agent Disburst Submetering	\$800.00	\$595.00	\$900.00
Contract Charges - Section Certificate	\$0.00	\$560.00	\$0.00
Contract Charges - Strata Management Fees	\$5,533.00	\$5,532.96	\$5,533.00
Insurance - Premiums	\$2,500.00	\$2,240.00	\$2,500.00
Insurance - Valuation	\$700.00	\$0.00	\$1,000.00
Maintenance - General Repairs	\$550.00	\$0.00	\$550.00
Maintenance - Lawns & Gardening	\$550.00	\$0.00	\$500.00
Utility - Electricity	\$0.00	\$0.00	\$700.00
Utility - Meter Reading Services	\$1,200.00	\$1,029.60	\$1,000.00
Utility - Water & Sewerage	\$4,500.00	\$4,614.65	\$4,000.00
Total Admin Fund Expense	\$16,433.00	\$14,702.16	\$16,749.00
TOTAL ADMIN LEVY INCOME	\$17,000.00	\$17,000.00	\$17,000.00
TOTAL ADMIN BUDGET	\$17,000.00		\$17,000.00

Pro-Active Strata Management
Approved Budget for Strata Company 65480

EST LANE, 11 Roccella Loop ASHBY

Prepared by Pro-Active Strata Management (ABN 40 650 688 869)
 PO Box 7032 SHENTON PARK WA 6008 Ph (08) 9382 8313 Fax

Reserve Fund

Approved Budget	Current Actual	Current Budget
(01/07/2024-30/06/2025)	(01/07/2023-30/06/2024)	(01/07/2023-30/06/2024)

Income

Interest on Overdue Levies	\$0.00	\$0.00	\$0.00
Levy Income	\$1,000.00	\$1,000.00	\$1,000.00

Total Reserve Fund Income	\$1,000.00	\$1,000.00	\$1,000.00
----------------------------------	-------------------	-------------------	-------------------

Expense

Total Reserve Fund Expense	\$0.00	\$0.00	\$0.00
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TOTAL RESERVE LEVY INCOME	\$1,000.00	\$1,000.00	\$1,000.00
----------------------------------	-------------------	-------------------	-------------------

TOTAL RESERVE BUDGET	\$1,000.00		\$1,000.00
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**Pro-Active Strata Management
Approved Budget for Strata Company 65480**

EST LANE, 11 Roccella Loop ASHBY

Prepared by Pro-Active Strata Management (ABN 40 650 688 869)
PO Box 7032 SHENTON PARK WA 6008 Ph (08) 9382 8313 Fax

Budget Summary (01/07/2024-30/06/2025)

	Approved	1st Instalment 01/07/2024	2nd Instalment 01/10/2024	3rd Instalment 01/01/2025	4th Instalment 01/04/2025	TOTAL (01/07/2024-30/06/2025)	Next Pre Issue 01/07/2025
Administrative Fund	\$17,000.00	\$4,250.00	\$4,250.00	\$4,250.00	\$4,250.00	\$17,000.00	\$4,250.00
Reserve Fund	\$1,000.00	\$250.00	\$250.00	\$250.00	\$250.00	\$1,000.00	\$250.00
Contribution Schedule Total	\$18,000.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$18,000.00	\$4,500.00
Amount to Collect	\$18,000.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$18,000.00	\$4,500.00



**Pro-Active Strata Management
Approved Budget for Strata Company 65480**

EST LANE, 11 Roccella Loop ASHBY

Prepared by Pro-Active Strata Management (ABN 40 650 688 869)
PO Box 7032 SHENTON PARK WA 6008 Ph (08) 9382 8313 Fax

Levy Adjustment Summary (01/07/2024-30/06/2025)

Contribution Schedule

Aggregate Units of Entitlement (UOE) - 1000

Due Date	Levy Period	Admin	Reserve	Total
01/07/2024	01/07/2024 - 30/09/2024	\$4.25	\$0.25	\$4.50 Pre Issued
01/10/2024	01/10/2024 - 31/12/2024	\$4.25	\$0.25	\$4.50
01/01/2025	01/01/2025 - 31/03/2025	\$4.25	\$0.25	\$4.50
01/04/2025	01/04/2025 - 30/06/2025	\$4.25	\$0.25	\$4.50
Financial Year Total per Units of Entitlement		\$17.00	\$1.00	\$18.00
Financial Year Aggregate		\$17,000.00	\$1,000.00	\$18,000.00
Approved Budget Amount		\$17,000.00	\$1,000.00	\$18,000.00
01/07/2025	01/07/2025 - 30/09/2025	\$4.25	\$0.25	\$4.50 Pre Issue Next Year
Next Year Pre Issue Aggregate		\$4,250.00	\$250.00	\$4,500.00



**Pro-Active Strata Management
Approved Budget for Strata Company 65480**

EST LANE, 11 Roccella Loop ASHBY

Prepared by Pro-Active Strata Management (ABN 40 650 688 869)
PO Box 7032 SHENTON PARK WA 6008 Ph (08) 9382 8313 Fax

Owner Summary (01/07/2024-30/06/2025) - Contribution Schedule

UOE	Lot(s)	1st Instalment 01/07/2024	2nd Instalment 01/10/2024	3rd Instalment 01/01/2025	4th Instalment 01/04/2025	TOTAL (01/07/2024-30/06/2025)	Next Pre Issue 01/07/2025
58	1, 2, 3, 4, 5, 6, 7, 8, 9	Admin	\$246.50	\$246.50	\$246.50	\$246.50	\$246.50
		Reserve	\$14.50	\$14.50	\$14.50	\$14.50	\$14.50
		Owner Total	\$261.00	\$261.00	\$261.00	\$261.00	\$1,044.00
60	10, 11, 12, 15, 16, 17	Admin	\$255.00	\$255.00	\$255.00	\$255.00	\$255.00
		Reserve	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
		Owner Total	\$270.00	\$270.00	\$270.00	\$270.00	\$1,080.00
59	13, 14	Admin	\$250.75	\$250.75	\$250.75	\$250.75	\$250.75
		Reserve	\$14.75	\$14.75	\$14.75	\$14.75	\$14.75
		Owner Total	\$265.50	\$265.50	\$265.50	\$265.50	\$1,062.00



Attachment 6

Pro-Active Strata Management Approved Budget for Strata Company 65480

EST LANE, 11 Roccella Loop ASHBY

Prepared by Pro-Active Strata Management (ABN 40 650 688 869)
PO Box 7032 SHENTON PARK WA 6008 Ph (08) 9382 8313 Fax

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Contribution Summary (01/07/2024-30/06/2025)

Lot(s)	Schedule	UOE	Admin Fund	Reserve	Annual Levy
1, 2, 3, 4, 5, 6, 7, 8, 9	Contribution Schedule	58	\$986.00	\$58.00	\$0.00
	Owner Total		\$986.00	\$58.00	\$1,044.00
10, 11, 12, 15, 16, 17	Contribution Schedule	60	\$1,020.00	\$60.00	\$0.00
	Owner Total		\$1,020.00	\$60.00	\$1,080.00
13, 14	Contribution Schedule	59	\$1,003.00	\$59.00	\$0.00
	Owner Total		\$1,003.00	\$59.00	\$1,062.00
	Overall Total		\$17,000.00	\$1,000.00	\$18,000.00

Schedule	UOE
Contribution Schedule	1000





Level 4, 55 St Georges Terrace
Perth WA 6000

PO BOX 5721, Perth 6831

Certificate of Currency

CHU Community Association Insurance Plan

Policy No	CAH0002938
Policy Wording	CHU COMMUNITY ASSOCIATION INSURANCE PLAN
Period of Insurance	13/05/2024 to 13/05/2025 at 4:00pm
The Insured	THE OWNERS OF EST LANE ASHBY SURVEY STRATA PLAN 65480
Situation	11 ROCCELLA LOOP ASHBY WA 6065

Policies Selected

Policy 1 – Community Property

Community property: \$217,153
Community income: \$32,572
Common area contents: \$2,172

Policy 2 – Liability to Others

Limit of liability: \$10,000,000

Policy 3 – Voluntary Workers

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

Policy 4 – Fidelity Guarantee

Sum Insured: \$100,000

Policy 5 – Office Bearers' Legal Liability

Limit of liability: \$250,000

Policy 6 – Machinery Breakdown

Not Selected

Policy 7 – Catastrophe Insurance

Not Selected

Policy 8 – Government Audit Costs and Legal Expenses

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





Part C: Legal Defence Expenses: \$50,000

Flood Cover is included.

Flood Cover Endorsement

Flood cover is included.

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

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

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

Date Printed

24/05/2024

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



INSTRUCTIONS

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2. If insufficient space hereon Additional Sheet Form B1 should be used.
3. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
4. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.

NOTES

1. Insert document type.
2. A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of the witness must be stated.

EXAMINED

M717252 E

25 Jul 2014 13:58:20 Perth



REG \$ 160.00

LODGED BY McLeods

ADDRESS 220 - 222 Stirling Highway
CLAREMONT WA 6010

PHONE No. 9383 3133

FAX No 9383 4935

REFERENCE No. 34916-14.03.27-RM-Easement

ISSUING BOX No. 346K

PREPARED BY McLeods

ADDRESS 220 - 222 Stirling Highway
CLAREMONT WA 6010

PHONE No. 9383 3133 FAX No. 9383 4935

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY.



TITLES, LEASES, DECLARATIONS ETC. LODGED HEREWITH

1.	<u>letter</u>	Received Items
2.	_____	Nos.
3.	_____	
4.	_____	
5.	_____	
6.	_____	Receiving Clerk

Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.



EXECUTED by the parties as a Deed:

The COMMON SEAL of the OWNERS OF EST)
LANE, ASHBY, SURVEY-STRATA PLAN 65480 was)
hereto affixed pursuant to a resolution without dissent)
on 9th MAY, 2014 in the presence of)



a person authorised under
Section 45(2) of the Strata Titles Act 1985 to execute this document
on behalf of Endeavour Properties Pty Ltd
Sole Member of the Council

The COMMON SEAL of the CITY OF
WANNEROO was hereunto affixed in the
presence of:



Mayor

Tracey Gardner Roberts
Mayor
City of Wanneroo

(Print Full Name)

Chief Executive Officer

Daniel John Simms
(Print Full Name)

SCHEDULE

ITEM 1: THE SERVIENT TENEMENT

Part of the parcel comprised in Survey-Strata Plan 65480 being Common Property Lot 18.

ITEM 2: ENCUMBRANCES

Interests as notified on Survey-Strata Plan 65480.

Ray Pickersgill
Relationship Executive

WITNESSED BY
The Attorney of
COMMONWEALTH BANK OF AUSTRALIA
C.N. 123 123 124 and signed as
Attorney on behalf of the said Bank
in the presence of

Sarah Newman
.....
As Officer of the said Bank
SARAH NEWMAN
ACCOUNT MANAGER

COMMONWEALTH BANK
OF AUSTRALIA
By its Attorney

[Signature]
.....

4. GRANTEE'S ACKNOWLEDGEMENTS

The Grantee acknowledges that the rights created in the Easement herein are not granted exclusively and are granted by the Grantor in common with the corresponding rights of the Grantor and other persons lawfully entitled to exercise such rights and that where the consent of the Grantee is required pursuant to the terms of this grant, such consent shall not unreasonably be withheld.

5. COSTS

The Grantor shall pay the costs, including the Grantee's solicitors' costs, of and incidental to the preparation (including drafts), execution, stamping and registration of this Deed and all stamp duties and registration fees payable hereon.

6. INTERPRETATION

Reference to the parties includes their personal representatives, successors and lawful assigns.

Where a reference to a party includes more than one person the rights and obligation of those persons shall be joint and several.

Headings have been inserted for guidance only and shall be deemed not to form part of the context.

The Schedule forms part of this Deed.

2. GRANTOR'S COVENANTS

The Grantor HEREBY COVENANTS AND AGREES with the Grantee that:

(a) Grantor's Power

Notwithstanding anything made, done, omitted or knowingly suffered, the Grantor has full power to make the grant set out herein and assures the Grantee such grant shall remain to and be quietly held and enjoyed by the Grantee and the benefit thereof shall be received and taken accordingly without interruption or disturbance by the Grantor or any person claiming by, through, under or in trust for or in any way against the Grantor.

(b) No Obstruction of Easement

The Grantor will not construct erect or build or suffer to be constructed erected or built any building structure or obstruction whatsoever on the Easement or any part thereof or use or permit the Servient Tenement to be used in such a way as to obstruct or interfere with the use of the Easement without the consent in writing of the Grantee first being obtained.

(c) Permit Access

The Grantor will at all times permit the Grantee its authorised officers, employees, contractors, agents and other persons from time to time authorised by it with or without motor vehicles, tools, engines and machinery to enter upon the Servient Tenement for the purpose of exercising and enjoying the rights hereby granted.

3. GRANTOR'S COVENANTS

The Grantor HEREBY COVENANTS with the Grantee that the Grantor will bear the responsibility for the repair and maintenance and the cost of the repair and maintenance of the Easement.

FORM B 2

FORM APPROVED
NO. B2891

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

EXEMPT from W.A. Duty

S92 24/7/14
for COMMISSIONER OF STATE REVENUE

OFFICE OF
24 JUL 2014
No Duty Payable
STATE REVENUE WA

BLANK INSTRUMENT FORM

GRANT OF EASEMENT

(Note 1)

THIS DEED is made the 17th day of JULY 2014

BETWEEN:

THE OWNERS OF EST LANE, ASHBY,
SURVEY-STRATA PLAN 65480 of 11 Roccella Loop,
Ashby, Western Australia, (Grantor)

AND

CITY OF WANNEROO of Locked Bag 1, Wanneroo,
Western Australia (Grantee)

OPERATIVE PART:

1. GRANT OF EASEMENT

The Grantor, being registered as the proprietor of an estate in fee simple in the land described in Item 1 of the Schedule hereto (**Servient Tenement**) subject to the encumbrances notified hereunder in Item 2 of the Schedule HEREBY TRANSFERS AND GRANTS to the Grantee under and by virtue of the provisions of section 195 of the Land Administration Act 1997 full and free right, liberty, power and authority from time to time and at all times hereafter for its authorized officers, employees, contractors, agents and other persons from time to time authorized by it to go, pass and repass either with or without vehicles, machinery and tools over, along and across Common Property Lot 18 on Survey-Strata Plan 65480 (**Easement**) for the purposes of collecting rubbish bins.



FORM 14

CERTIFICATE OF STRATA COMPANY

Strata Titles Act 1985

Section 20

The Owners of Est Lane, Ashby, Survey-Strata Plan No. 65480 hereby certify with relation to the undermentioned instrument that a resolution without dissent was duly passed and that all necessary consents were given.

Instrument: Easement in Gross dated 17th JULY 2014 to City of Wanneroo of common property within Survey-Strata Plan No. 65480

The COMMON SEAL of the OWNERS OF EST LANE,)
ASHBY, SURVEY-STRATA PLAN NO. 65480 was)
hereto affixed pursuant to a resolution without dissent on)
9th MAY, 2014 in the presence of)



_____ a person authorised under
Section 45(2) of the Strata Titles Act 1985 to execute this document
on behalf of Endeavour Properties Pty Ltd
Sole Member of the Council

34916-14.03.27-RM-Form 14.docx

FORM B4

M453550 SM

05 Nov 2013 13:37:35 Perth



REG \$ 160.00

LODGED BY *David Smeaton*

ADDRESS *Po Box 913
Inglewood WA 6932*

PHONE No. *9370 3977*

FAX No. *9370 1757*

REFERENCE No. *21967*

ISSUING BOX No. *226V*

PREPARED BY *STCS*

ADDRESS *1 Riverina Drive, Ascot*

PHONE No. *92777202*

FAX No. *92777202*

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY

3/3

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. _____	Received Items
2. _____	Nos.
3. _____	
4. _____	
5. _____	Receiving Clerk
6. _____	

Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.

EXAMINED



FORM 25

Strata Titles Act 1985

Section 5C (1)

SURVEY-STRATA PLAN No. 65480

MANAGEMENT STATEMENT

(Name of original proprietors of land the subject of the plan)
ENDEAVOUR PROPERTIES PTY LTD (ACN. 008 769 364)

(Description of parcel the subject of the plan)
**LOT 25 ON DEPOSITED PLAN 77353, THE WHOLE OF THE LAND COMPRISED IN
CERTIFICATE OF TITLE VOLUME 2822 FOLIO 881**

This management statement lodged or to be lodged with a survey-strata plan in respect of the above land sets out the by-laws of the strata company or amendments to the by-laws contained in Schedules 1 and 2 of the *Strata Titles Act 1985* that are to have effect upon registration of the survey-strata plan.

1. The Schedule 1 by-laws are amended, repealed or added to as follows-

The following by-laws are hereby added –

16. ENTRY STATEMENT

- (1) Located at the entrances to common property lot 18 ("CP 18") off Roccella Loop are 1.8 metre high tapered brick screen walls that provide an entry statement to the parcel. These walls are designed to ensure that the owners of lots 24 and 26 on DP 76433 and the owners of lots 42 and 43 on DP 77346 being the abutting land owners will have no vehicle or pedestrian access to CP 18. Located within the wall on the south west part of CP 18 is the switch box for the electrical reticulation to all of the lots.
- (2) The strata company shall be responsible at all time to repair and maintain the said walls.
- (3) The City of Wanneroo has approved a street name for CP 18 being Est Lane. This is a private road and is for the use of the proprietors or occupiers of the lots within the survey-strata scheme and it is not to be used as a public thoroughfare.

17. 18. STRATA COMPANY'S INSURANCE OBLIGATIONS

- (1) The strata company shall be responsible at all times and at its cost to -
 - (a) insure CP 18 and all its fixtures and fittings for replacement value contained within CP 18;

FAX
Assist. Registrar of Titles

- (b) insure CP 18 for public liability in accordance with the requirements of the Act.
- (2) The proprietor of a lot shall be responsible at its cost to insure the buildings contained within its lot for building replacement value and any other appropriate insurance cover and shall include its lot as part of the strata company's insurance policy for CP 18.

18.17.

BOND TO BE PAID BEFORE COMMENCING BUILDING CONSTRUCTION

A proprietor of a lot who is constructing a building on a lot must lodge a bond of \$1,000 with the strata company or its agent before commencement of construction. The bond is available to the strata company to use to repair any damage to the paving, drainage, landscaping and fixtures and fittings on CP 18 caused by the delivery of goods, construction of the dwelling or any other activities associated with the construction of the dwelling on the lot. The onus is on the proprietor to ensure any previous damage to the paving, drainage, landscaping and fixtures and fittings on CP 18 is identified and drawn to the attention of the strata company as part of the bond documentation. The strata company must within 14 days of practical completion of the building on the lot reimburse whole or part of the bond money plus interest, to the proprietor. The strata company shall ensure the bond monies are retained in an interest bearing account and separation from the administrative and reserve funds.

19. STRATA COMPANY TO RECOVER LEGAL COSTS FOR DEBT COLLECTION OR BREACHES

Any costs incurred by the strata company in the pursuit and recovery of monies owing by a proprietor, including interest chargeable in accordance with the Act and the Regulations of the Act, the cost of engaging the strata manager, a solicitor and debt collector including further any justifiable expenses of the strata manager outside of his normal duties as detailed in his agreement with the strata company shall, where permitted at law, be payable on demand and if necessary, recoverable as a debt in a Court of competent jurisdiction.

20. HOUSE RULES

The elected council may make house rules from time to time for the orderly conduct and use of common property from time to time for –

- (a) control of the vehicle access way;
- (b) rubbish bins on rubbish collection day;
- (c) any other activities or use of the common property;
- (d) provided such house rules shall be to promote the peaceful and orderly enjoyment of common property for the mutual benefit of all proprietors, tenants and occupiers and that they do not conflict with the by-laws.

2. The Schedule 2 by-laws are amended, repealed or added to as follows-

Schedule 2 by-laws 1, 9, 10, 13 and 14 are repealed and the following by-laws added -

15. VEHICLES PARKING ON CP 18

- (1) The vehicle access way comprising CP 18 must at all time be available for access and egress by pedestrians or motor vehicles.
- (2) A proprietor, occupier, other resident of a lot shall not be permitted at any time to park a motor vehicle, trailer, camper van or boat and trailer either temporarily or permanently on any part of CP 18, including the visitors car parking bays.
- (3) Visitors to a lot shall be permitted to park in the designated visitor's car parking bay for a maximum time of 4 hours in any 24 hour period. A proprietor, occupier, other resident of a lot shall not be permitted to park in the visitors parking bay at any time.
- (4) In the event that clauses (2) and (3) of this by law are not complied with, then strata company may make application to the State Administrative Tribunal seeking an orders to enforce this by-law and impose a fine of \$500 on the defaulting proprietor or visitor.

16. VEHICLES WITHIN A LOT

A proprietor, occupier or other resident shall use the garage or carport area of their lot for vehicle parking and shall, other than minor repairs and maintenance to a vehicle, not be permitted to conduct major repairs or restorations of any motor vehicle, motorcycle, trailer or other type of vehicle or boat upon any portion of the lots or the common property lot. Unlicensed vehicles or car wrecks are not permitted on the parcel.

17. SPEED LIMITS OF MOTOR VEHICLES WITHIN THE SCHEME

No motor vehicle will exceed a speed limit of ten (10) kilometres per hour while traveling within the parcel and it shall be the responsibility of all registered proprietors, occupiers and tenants to ensure this by-law is adhered to by all motor vehicles entering the scheme. In the event that this by law is not complied with, then strata company may make application to the State Administrative Tribunal seeking an orders to enforce this by-law and impose a fine of \$500 on the defaulting proprietor or visitor.

18. GARDENS AND LANDSCAPING

- (1) A proprietor occupier or other resident of a lot shall at its costs keep the grounds within its lot and any gardens that abut its lot that is part of CP 18 to a reasonable and acceptable standard.
- (2) If in the opinion of the strata company the appearance of the gardens and landscaping on the part of the lot or verge that can be viewed from the CP 18 or the public road are not in keeping with the landscaping and gardens on the other lots, then the council shall serve a notice on the offending proprietor requesting rectification of the landscaping to an acceptable standard within 28 days of receipt of the notice.

19. PEACEFUL ENJOYMENT

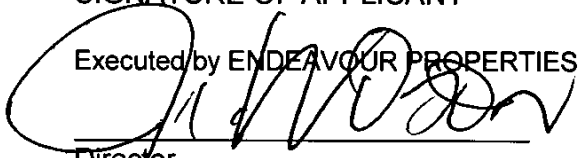
- (1) A proprietor, occupier or other resident or visitors to a lot are advised that all reasonable efforts are to be made by them, to ensure there is no undue noise within the lots or common property.

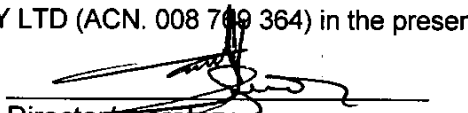
- (2) A proprietor, occupier or other resident shall not be permitted to make undue noise in or about any lot or common property that contravenes any regulation, by-law, or statute of the local government authority or any other government or regulating authority law.

DATED THIS NINETEENTH DAY OF AUGUST 2013

SIGNATURE OF APPLICANT

Executed by ENDEAVOUR PROPERTIES PTY LTD (ACN. 008 769 364) in the presence of :

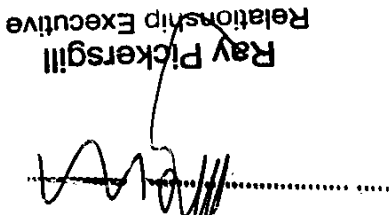

 Director
 John Patrick Wilson
 Print full name

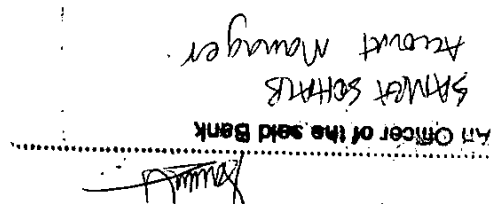

 Director/Secretary
 MARTIN JOHN GANNON
 Print full name

SIGNED BY PERSONS HAVING REGISTERED INTERESTS AND CAVEATORS (IF ANY)

ENCUMBRANCE Document & No Mortgage *L747911 & L747912*

Signed by


 Relationship Executive
 Ray Pickersgill
 COMMONWEALTH BANK OF AUSTRALIA
 By its Attorney


 SPANET SOUTH
 Account Manager
 An Officer of the said Bank
 in the presence of
 an Attorney on behalf of the said Bank
 N. 123 123 124 and signed as
 COMMONWEALTH BANK OF AUSTRALIA
 the Attorney of
 SIGNED BY

SINCE DISCHARGED




OFFICE USE ONLY
M414893 NO
26 Sep 2013 12:55:19 Perth



REG \$ 150.00

NOTIFICATION

LODGED BY **DEVON SETTLEMENTS**
ADDRESS **PO BOX 913
INGLEWOOD WA 6932**

PHONE NO. **9370 3977**
FAX NO. **9370 1757**

REFERENCE NO. **21967**

ISSUING BOX NO. **226V**

PREPARED BY **Brown McAllister Surveyors**

ADDRESS **43 Broadway
NEDLANDS WA 6009**

PHONE NO. 08 9386 9688 FAX NO. 08 9386 9677

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY

22

TITLES, LEASES, DECLARATIONS ETC LODGED
HEREWITH

- 1. _____ Received Items
- 2. _____ Nos.
- 3. _____
- 4. _____
- 5. _____
- 6. _____ Receiving Clerk **ES**

ENDORSING INSTRUCTIONS

Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register Book

EXAMINED

Initials of
signing
officer



REGISTRAR OF TITLES

TO REGISTRAR OF TITLES
REGISTRAR OF DEEDS AND TRANSFERS

NOTIFICATION

PLANNING AND DEVELOPMENT ACT 2005

THE LAND SET OUT IN THE
SCHEDULE IS LAND TO WHICH SECTION 165 OF
THE PLANNING AND DEVELOPMENT ACT 2005 APPLIES

SCHEDULE

DESCRIPTION OF LAND	EXTENT	VOLUME	FOLIO
Lots 25 and 28 on Deposited Plan 77353			

REGISTERED PROPRIETOR OF LAND

Endeavour Properties Pty Ltd
of 12 Duncraig Road,
Applecross W.A. 6153

HAZARDS OR OTHER FACTORS SERIOUSLY AFFECTING THE LAND

THESE LOTS ARE LOCATED WITHIN 300 METRES OF OPERATING NURSERIES AND HAVE THE POTENTIAL TO BE AFFECTED BY ODOURS, NOISE, SPRAY DRIFT AND DUST THAT ARE ASSOCIATED WITH THE CONTINUED OPERATION OF A NURSERY.

Dated this

12.

day of

September

20 13.

For: WESTERN AUSTRALIAN PLANNING COMMISSION

Signed by an officer duly authorised by
the Western Australian Planning
Commission pursuant to section 24 of
the Planning and Development Act 2005