

# **The Owners of 284 Railway Parade, East Cannington, WA 6107 - Strata Plan 74305**

## **Notice of Annual General Meeting**

### Date and Time

Sunday 7th July 2024 at 4:00 pm

### Venue

Unit 1, 284 Railway Parade, East Cannington, WA 6107

### Agenda

- Register of Owners/AGM Attendance register
- Quorum/Proxies and appointment of Chairman
- Election of Strata Council (currently Gaurav, Jasbir and Ivy)
- Electronic service of Notices
- Minutes of 2023 AGM (circulated on 10/7/23 and taken as read and confirmed)
- Insurance update
- Approval of Financial statements for the Y/E 30/6/24
- Approval of Budget & Levies for the Y/E 30/6/25

### Attachments

- Proxy form
- Strata Council Nomination form
- Minutes of previous AGM
- Insurance Details
- Financial Statements for the Y/E 30/6/24 and Budget & Levies for the Y/E 30/6/25

**The Owners of 284 Railway Parade, East Cannington, WA 6107 - Strata Plan 74305**

**Proxy Form**

I, ....., of Unit .....

hereby appoint.....

to be my representative at the AGM to be held on Sunday 7th July 2024.

.....  
Owner's signature

.....  
Date

Note  
If you wish to appoint a Proxy to represent you at the AGM, please complete this Proxy form and return it to paulfarrelly54@gmail.com within 48 hours of the time of commencement of the AGM.

**The Owners of 284 Railway Parade, East  
Cannington, WA 6107 - Strata Plan 74305**

**Strata Council Nomination form**

I, ....., of Unit .....  
hereby consent to be a member of the Council of Owners in the  
capacity of Chairman/Secretary/Treasurer (please delete whichever  
two are inapplicable) with immediate effect.

.....  
Owner's signature

.....  
Date

## **Minutes of Annual General Meeting**

**The Owners of 284 Railway Parade, East Cannington, WA 6107  
Strata Plan 74305**

### Date & time

9 July 2023, 4:00 pm

### Venue

Lot 7, 284 Railway Parade, East Cannington, WA 6107

### Present

Lot 3: Ivy Ong

Lot 4: Ranjeet Sandhu

Lot 7: Bhavinkumar Patel

Lot 8: Jasbir Singh

### Apologies

Lot 1: Gaurav Verma (Represented by Proxy - Lot 8)

Lot 2: Ramjot Kaur/Sukhwinder Singh (Represented by Proxy - Lot 7)

Lot 5: Atnigar Maulya Anggraini

Lot 6: Yohanes Stuart Ho (Represented by Proxy - Lot 5)

### By Invitation

Strata Admin Manager: Paul Farrelly

### Proxies and Quorum

Mr Farrelly advised that the three Proxies received were technically invalid (not received within 48 Hours and/or not on Proxy Form) but recommended that they be treated as valid notwithstanding that and this was agreed by all. Having recorded attendance, Proxies and the establishment of a quorum the meeting proceeded at 4.00 pm.

### Chairman of meeting

It was resolved that Mr Farrelly act as Chairman of the meeting.

### Minutes of previous Annual General Meeting

It was resolved that the minutes of the previous Annual General Meeting as included with the Notice of Annual General Meeting be approved.

### Election of Strata Council

Signed consents having previously been received, it was resolved that the positions of Chairman, Treasurer and Secretary of the Council of Owners continue to be filled by the following:

Chairman: Gaurav Verma (Lot 1)

Treasurer: Jasbir Singh (Lot 8)

Secretary: Ivy Ong (Lot 3)

### Bank Account

It was noted that the Bank account is now operational and a copy of the relevant ANZ Bank Statement to 30/6/23 was tabled.

### Payment of Levies

In response to a question from the floor, Mr Farrelly advised that there were no overdue Levies and that many of the Lot Owners had already paid their Levies for the Y/E 30/6/24. It was agreed that, although the final date for payment is not until 31 July, courtesy reminders with copy Levy Notices be sent out to the Lot Owners who have not yet paid.

### Financial Statements for the Y/E 30/6/23

It was resolved that the Financial Statements as included with the Notice of Annual General Meeting be approved.

### Budget and Proposed Levies for the Y/E 30/6/24

It was resolved that the budget as included with the Notice of Annual General Meeting be approved.

### Insurance

It was noted that the current Insurance Policy expires on 25/11/23 and that, due to Levies now being charged annually in advance, no Insurance Premium funding will be payable in future. In response to a question from Ms Ong, Mr Farrelly confirmed that the final two \$546.01 Premium Funding Instalments would be paid in July and August.

Mr Farrelly advised that he was in the process of having the policy renewal date changed to 31 July and that he would advise all Lot Owners of the outcome as soon as quotes are received from the Insurance Broker (probably in October 2023). Once this has been done it will avoid the necessity of having to estimate premiums for (a large part of) the year ahead and the actual figures (rather than estimates) will be included in the Financial Statements for the Y/E 30/6/24 and onwards.

Policies regarding usage of Common areas.

In response to a question from the floor, Mr Farrelly advised that, if required, Notices to all Lot Owners regarding issues such as No ball sports to be played in Common areas should come from the Council of Owners. Mr Farrelly agreed to assist with the drafting of any such Notices if requested via email from the Council of Owners.

Next AGM timetable (dates are indicative only)

23 June 2024 Notice of AGM

14 July 2024 AGM

31 July 2024 Collection of Levies and payment of Insurance premium

Provision of Venue for 9 July 2023 AGM

Mr Farrelly thanked Mr Patel for kindly agreeing to have the AGM at his Lot.

There being no further business, Mr Farrelly declared the meeting closed at 4:20 pm

Paul Farrelly  
Chairman

# McLardy McShane WA

## INSURANCE BROKERS

McLardy McShane W.A Pty Ltd  
a Corporate Authorised Representative (No:1269730) of  
McLardy McShane Partners Pty Ltd AFSL No: 232987  
**ABN 14 064 465 309**  
Suite 207, REVA, 5-7 Harper Terrace  
South Perth WA 6151  
**P: (08) 9368 8909**  
**JJS: (08) 6355 5200**  
**P: 1300 138 978**

In accordance with your instructions we have prepared the following Quotation.

Page 1 of 4

OOSP 74305  
C/- Paul Farrelly  
75 Lacey St  
EAST CANNINGTON WA 6107

**Invoice Date:** 10/06/2024  
**Invoice No:** Q007459  
**Our Reference:** SP74305

Should you have any queries in relation to this account,  
please contact your Account Manager  
**Rebecca Page - 0427 446 265**

<b>Class of Policy:</b> STRATA TITLE
<b>Insurer:</b> Allianz Australia Insurance Limited GPO BOX 9870 MELBOURNE 3001
<b>The Insured:</b> OOSP 74305
ABN: 15 000 122 850

<b>QUOTATION ONLY</b>
<b>Policy No:</b> WRSC22006439
<b>Period of Cover:</b> From <b>31/07/2024</b> to <b>31/07/2025 at 4:00 pm</b>

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

2024-2025 Renewal Quote  
282-284 Railway Parade East Cannington Strata Plan

**POLICY** - This notice refers to a contract of insurance that you have entered into via our company. You should refer to your policy document for the full terms and conditions applicable and you should read them carefully. Should any doubts arise as to the scope of cover provided, please contact us for an explanation.

**DISPUTES** - Clients not satisfied with our services should contact our Complaints Officer on phone no. (03) 9290 9200. If your matter is not resolved, please refer your complaint to the Australian Financial Complaints Authority (AFCA), a free consumer service. Further information is available from our office, or contact AFCA directly on 1800 931 678 or visit [www.afca.org.au](http://www.afca.org.au). We also comply with the requirements of the Insurance Brokers Code of Practice.

### Your Premium:

Premium	UW Levy	Fire Levy	GST	Stamp Duty	Admin Fee	Broker Fee
\$4,462.14	\$130.00	\$0.00	\$474.73	\$479.84	\$30.00	\$125.29

Commission earned on this invoice \$959.68

**TOTAL \$5,702.00**

(A processing fee applies for Credit Card payments)

Please also read the following Important Notices

### McLardy McShane Partners Pty Ltd

**Our Reference:** SP74305  
**Invoice No:** Q007459  
**Due Date:** 31/07/2024

**Premium** \$4,462.14  
**U'writer Levy** \$130.00  
**Fire Levy** \$0.00  
**GST** \$474.73  
**Stamp Duty** \$479.84  
**Broker Fee** \$125.29  
**Admin Fee** \$30.00

**AMOUNT DUE \$5,702.00**

## IMPORTANT INFORMATION FOR CLIENTS

### **DUTY OF DISCLOSURE** (non-consumer insurance contracts)

Before you enter into an insurance contract, you have a duty under the Insurance Contracts Act 1984, to tell the underwriter of anything that you know, or could reasonably be expected to know, that may affect their decision to insure you and on what terms. You have this duty until they agree to insure you. You have the same duty before you renew, extend, vary, or reinstate an insurance contract. You do not need to tell the underwriter anything that:

- reduces the risk to be insured or that is of common knowledge.
- the underwriter knows or, in the ordinary course of business, ought to know.
- the underwriter has waived your duty to tell them about.

### **If you do not tell the insurer something**

If you do not tell the underwriter anything you are required to, they may cancel your contract or reduce the amount they will pay you if you make a claim, or both. If your failure to tell the underwriter is fraudulent, they may refuse to pay a claim and treat the contract as if it never existed.

### **DUTY TO TAKE REASONABLE CARE NOT TO MAKE A MISREPRESENTATION** (consumer insurance contracts)

You have a duty under the Insurance Contracts Act 1984 (ICA) to take reasonable care not to make a misrepresentation to the insurer (your duty). Your duty applies only in respect of your policy that is a consumer insurance contract, which is a term defined in the ICA. This notice includes information you have previously told us that is relevant to your policy, which we passed on to the insurer. The insurer requires you to contact us to tell us if this information is incorrect, or if it has changed. If you do not tell us about a change to something you have previously told us, the insurer will take this to mean that there is no change. To ensure you meet your duty, when you contact us to advise of any information that is incorrect or has changed, the updated information you give us must be truthful, accurate and complete. If you fail to meet your duty, the insurer may be able to cancel your contract or reduce the amount it will pay if you make a claim, or both. If your failure is fraudulent, the insurer may be able to refuse to pay a claim and treat the contract as if it never existed.

### **THIRD PARTY INTERESTS**

Insurance policies will only provide cover for your interest in the property insured and does not cover the interest of any third parties unless you have informed us of them in writing and they are noted on the policy.

### **CLAIMS OCCURRING PRIOR TO COMMENCEMENT**

Your attention is drawn to the fact that your policies do not provide indemnity in respect of events that occurred PRIOR to commencement of the contract.

### **AVERAGE / CO-INSURANCE**

Some policies contain an Average clause. This means that if you insure for less than the full value of the property, your claim may be reduced in proportion to the amount of the under-insurance. These clauses are also called "Co-Insurance" clauses. If you are in any doubt about whether and how Average/Co-Insurance clauses apply to your insurances, please contact your Insurance Broker for assistance.

### **POLICY CANCELLATION (retention of brokerage and fees)**

If a cover is cancelled before expiry of the period of insurance, we reserve the right to refund to you only the net return premium we received from the underwriter, and not refund any part of the brokerage or fees we receive for arranging the cover. A broker service fee may be charged to process the cancellation. The impact of the above on you is that any refund you receive for the mid-term cancellation of your policy will usually be significantly less than a pro rata calculation would produce and in extreme cases may involve you having to make an additional final payment even though the policy has been cancelled. Therefore prior to cancelling a policy and replacing it with another cover we strongly recommend that you discuss your situation with us so that we can advise the exact extent and impact of the early cancellation provisions mentioned above.

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## Schedule of Insurance

<b>Class of Policy:</b> STRATA TITLE <b>The Insured:</b> OGSP 74305	<b>Policy No:</b> WRSC22006439 <b>Invoice No:</b> Q007459 <b>Our Ref:</b> SP74305
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This policy has been placed through

Strata Community Insurance  
PO Box 508, Collins St, West Melbourne VIC 8007

Strata Community Insurance is an underwriting agency who has placed the policy with

Allianz Australia Insurance Limited  
ABN 15 000 122 850  
GPO BOX 9870 MELBOURNE 3001

### THE INSURED

POLICY NUMBER	WRSC22006439
OUR REFERENCE	QTE10265587
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording <u>SCI034-Policy-RS-PPW-02/2021</u> Supplementary Product Disclosure Statement <u>SCIA-036 SPDS RSC10/2021</u>
THE INSURED SITUATION	The Owners of 282-284 Railway Parade East Cannington Strata Plan 74305 282-284 Railway Parade, East Cannington, WA, 6107
PERIOD OF INSURANCE	Commencement Date: 4:00pm on 31/07/2024 Expiry Date: 4:00pm on 31/07/2025
INTERMEDIARY ADDRESS	McLardy McShane WA Pty Ltd PO Box 1322, West Leederville, WA, 6901
DATE OF ISSUE	06/06/2024

### POLICY LIMITS / SUMS INSURED

SECTION	PART	Description	Limit / Status
SECTION 1	PART A	1. Building	\$2,650,586
		Common Area Contents	Not Included
	PART B	2. Terrorism Cover under Section 1 Part A2	Applies
		Loss of Rent/Temporary Accommodation	\$397,588
		OPTIONAL COVERS	
	1. Flood	Included	
	2. Floating Floors	Included	
SECTION 2	Liability		\$10,000,000
SECTION 3	Voluntary Workers		Included
SECTION 4	Workers Compensation		Selected
SECTION 5	Fidelity Guarantee		\$100,000

## Schedule of Insurance

Class of Policy	STRATA TITLE	Policy No.	WR3022026430
The Insured	OGSP 74305	Invoice No.	0007450
		Our Ref.	SP74305

SECTION 6	Office Bearers' Liability	Not Included	
SECTION 7	Machinery Breakdown	Not Included	
SECTION 8	Catastrophe	\$397,588	
SECTION 9	PART A	Government Audit Costs – Professional Fees	\$25,000
	PART B	Appeal Expenses	\$100,000
	PART C	Legal Defence Expenses	\$50,000
SECTION 10	Lot Owners' Fixtures and Improvements	\$300,000	
SECTION 11	Loss of Lot Market Value	Not Included	

### EXCESS

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

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

### GENERAL ADVICE WARNING

The advice that we are giving you related to this transaction is General Advice.

General Advice is advice that has been prepared without considering your current objectives, financial situation or needs. Therefore, before acting on this advice, you should consider the appropriateness of the advice having regard to your current objectives, financial situation or needs.

If the advice provided relates to the acquisition or possible acquisition of a new insurance policy you should consider the enclosed PDS prior to making the decision to purchase this product. Information regarding the income we have been paid by the insurer for this transaction is available upon request.

## Attachment 5

### Strata Plan 74305 - 284 Railway Parade Financial Statements 30 June 2024

#### Statement of Income and Expenditure

For the Year ended 30 June	Budget 2025	Actual 2024	Budget 2024	Actual 2023
<b>Income</b>				
Levies	8,800	8,900	8,900	9,908
Interest				
	<b>8,800</b>	<b>8,900</b>	<b>8,900</b>	<b>9,908</b>
<b>Outgoings</b>				
Insurance	5,722	5,719	5,475	6,222
Strata Management Fees	2,000	2,000	2,000	2,400
ASIC/ABR etc		(0)	39	39
Transfer to Reserve	1,000	1,000	1,000	1,000
	<b>8,722</b>	<b>8,719</b>	<b>8,514</b>	<b>9,661</b>
<b>Net Surplus for the year</b>	<b>78</b>	<b>181</b>	<b>386</b>	<b>246</b>

#### Balance Sheet

As at 30 June	Budget 2025	Actual 2024	Budget 2024	Actual 2023
<b>Owners Funds</b>				
Reserve	4,000	3,000	3,000	2,000
Accumulated Admin Fund Surplus	505	427	633	246
	<b>4,505</b>	<b>3,427</b>	<b>3,633</b>	<b>2,246</b>
<b>Current Assets</b>				
Bank	4,030	2,932	3,633	1,100
Prepaid Insurance	475	495	-	2,238
	<b>4,505</b>	<b>3,427</b>	<b>3,633</b>	<b>3,338</b>
<b>Current Liabilities</b>				
Accounts Payable				1,092
Levies paid in advance				
	-	-	-	1,092
<b>Net Assets</b>	<b>4,505</b>	<b>3,427</b>	<b>3,633</b>	<b>2,246</b>

#### Levies

For the Year ended 30 June	Unit of Entitlement	Budget 2025	Actual 2024	Actual 2023	Actual 2022
Unit 1	13	1,144	1,157		
Unit 2	13	1,144	1,157		
Unit 3	12	1,056	1,068		
Unit 4	13	1,144	1,157		
Unit 5	12	1,056	1,068		
Unit 6	12	1,056	1,068		
Unit 7	12	1,056	1,068		
Unit 8	13	1,144	1,157		
	<b>100</b>	<b>8,800</b>	<b>8,900</b>	<b>9,908</b>	<b>10,244</b>

<b>Insurance calculations</b>	Budget	Actual
	Y/E 30/6/25	Y/E 30/6/24
Prepaid b/f (25/11-31/7=249). (31/249*3976 = \$495)	495.00	2,238.28
Ins exp Y/E 31/7/25 (as per Invoice).	5,702.00	3,976.00
Prepaid as at 30/6/25 (1/12 x \$5,702)	(475.17)	(495.00)
	<b>5,721.83</b>	<b>5,719.28</b>