

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 and additional Duty will be payable. Any non Australian resident will need to give the ATO notice of their purchase within 30 days after settlement.
WARNING - A Withholding Amount **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 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 together with the Annexure of Changes to the 2022 General Conditions Caused by changes to the transfer of Land Act 1893 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. Interest notified on the Strata Plan and any amendments to lots or common property notified thereon by virtue of the provisions of the strata tiles act of 1985 amended. ■ ■

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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

Address

Suburb **State** **Postcode**

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.
5.

Signature <input style="width: 80%;" type="text"/>	Signature <input style="width: 80%;" type="text"/>
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RECEIPT OF DOCUMENTS
The Seller acknowledges receipt of the following documents:

1. This offer and acceptance
2. 2022 General Conditions
3.

Signature <input style="width: 80%;" type="text"/>	Signature <input style="width: 80%;" type="text"/>
--	--

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 style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>
Signature	<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>
	<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>

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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 "Duplicate Certificate of Title"	Delete the definition of "Duplicate Certificate of Title".

Buyer

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Seller

Signature _____

Name Jasbir Singh

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

282D Railway Parade, East Cannington WA 6107

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 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 by 4PM on: *complete (a) or (b)
 (a*) / / **OR** (b*) 14 days after acceptance ("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 but no later than 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 in writing 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) At any time within a further Five (5) Business Days after (1) that period ending (if no notice is given by the seller); or (2) the date notice in writing is given by the Seller to the Buyer, the Buyer may 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 registered building service contractor (as defined in the *Building Services (Registration) Act 2011*WA) qualified 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 2. If nothing is inserted in clause 2 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 2022 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

282D Railway Parade, East Cannington WA 6107

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

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.

- The Buyer must serve a copy of the Report on the Seller, Seller Agent or Seller Representative by 4PM on: *complete (a) or (b)
(a*) / / OR (b*) 14 days after acceptance ("Date")
- 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.
- 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.
- 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.
- 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.
- 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.
- If the Seller does not agree in writing 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
 - At any time within a further Five (5) Business Days after (1) that period ending (if no notice is given by the seller); or (2) the date notice in writing is given by the Seller to the Buyer, the Buyer may 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;
 - 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.
- In this Annexure:
 - "Activity" means evidence of the presence of current Timber Pests.
 - "Builder" means a registered building service contractor (as defined in the *Building Services (Registration) Act 2011*WA) qualified to remedy the matters set out in the Major Structural Defects Notice.
 - "Consultant" means an independent inspector qualified and experienced in undertaking, pre-purchase property inspections pursuant to the Standard and Eradication.
 - "Damage" means evidence of damage caused by Timber Pests to the Building.
 - "Date" means the date inserted or calculated in clause 2. If no date is inserted in clause 2 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).
 - "Eradicate" and "Eradication" mean the treatment necessary to eradicate Activity affecting the Building.
 - "Repair" means the Work necessary to repair any Damage.
 - "Report" means a report performed in accordance with the Standard by a Consultant at the Property.
 - "Standard" means Australian Standard AS 4349.3-2010 (as amended from time to time) Inspection of buildings Timber Pest Inspections.
 - "Timber Pests" means subterranean and dampwood termites, borers of seasoned timber and wood decay fungi as defined in the Standard.
 - "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.
 - "Work" means the work required to Repair pursuant to the Timber Pest Notice.
 - Words not defined in this Annexure have the same meaning as defined in the Standard or the 2022 General Conditions.

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

WESTERN



AUSTRALIA

TITLE NUMBER

Volume Folio

2954 846

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 8 ON STRATA PLAN 74305
TOGETHER WITH A SHARE IN COMMON PROPERTY (IF ANY) AS SET OUT ON THE STRATA PLAN

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

JASBIR SINGH OF 9 CHRYSOMOU STREET BYFORD WA 6122

(T O986324) REGISTERED 20/12/2021

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

1. INTERESTS NOTIFIED ON THE 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. O986325 MORTGAGE TO WESTPAC BANKING CORPORATION REGISTERED 20/12/2021.

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: SP74305
PREVIOUS TITLE: 2891-297
PROPERTY STREET ADDRESS: 282D RAILWAY PDE, EAST CANNINGTON.
LOCAL GOVERNMENT AUTHORITY: CITY OF CANNING

NOTE 1: N901519 STRATA PLAN 74305 LODGED



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.

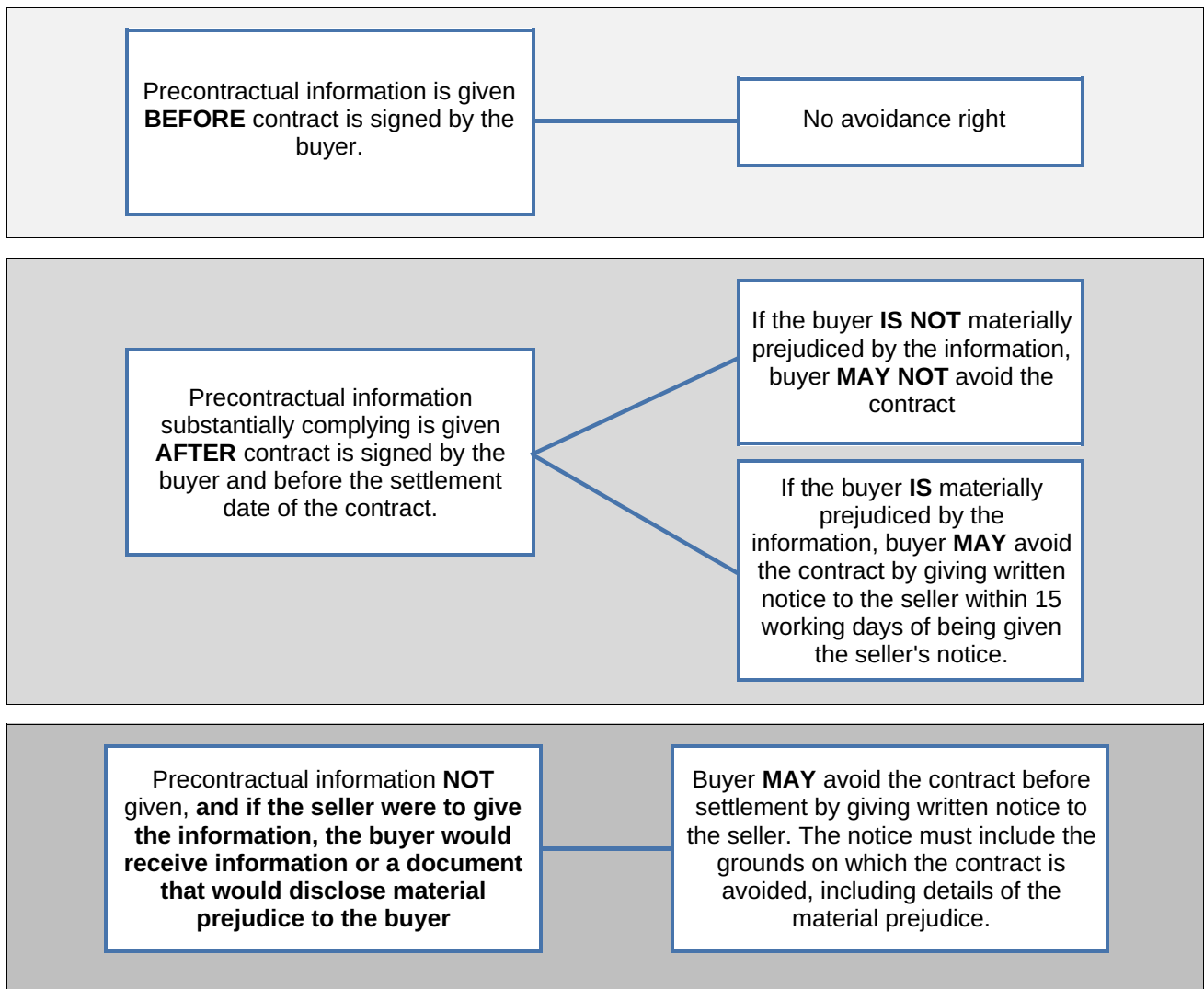
A buyer may consider seeking more information about the lot, the strata company and the strata / survey-strata scheme by asking the seller to provide it, or by making an application to the strata company for more information under section 107 of the Act.

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.

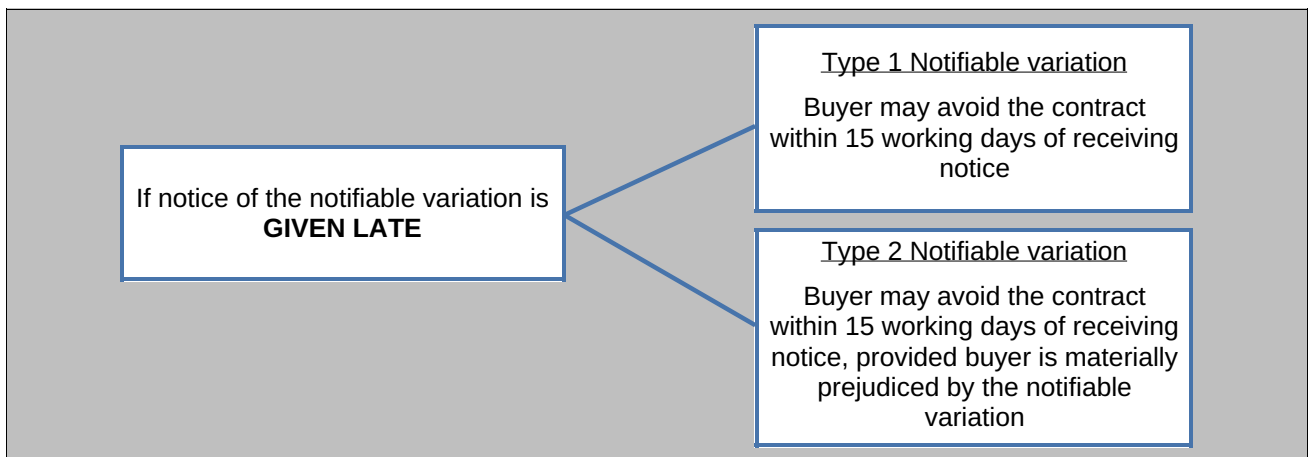
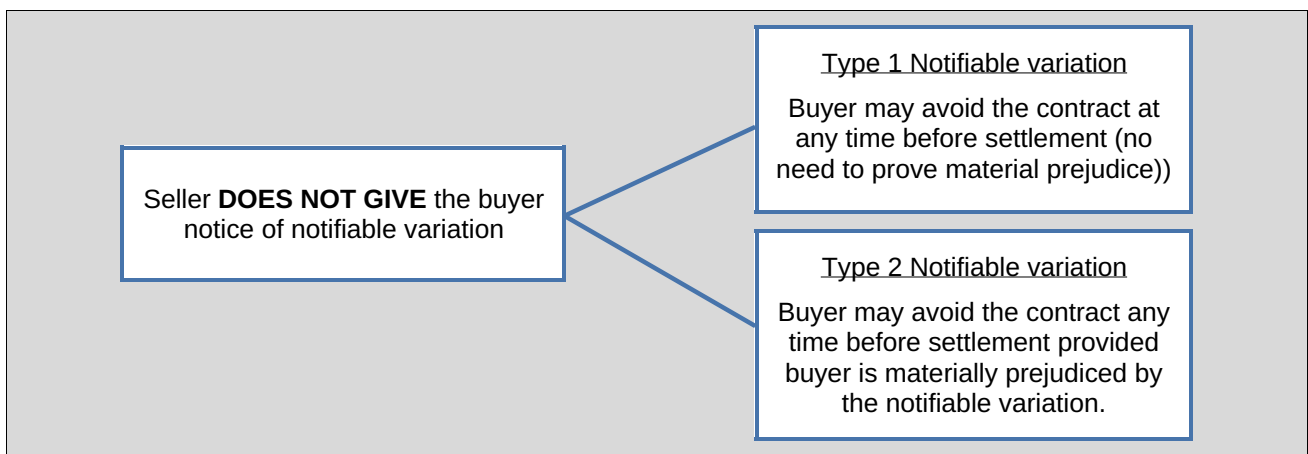
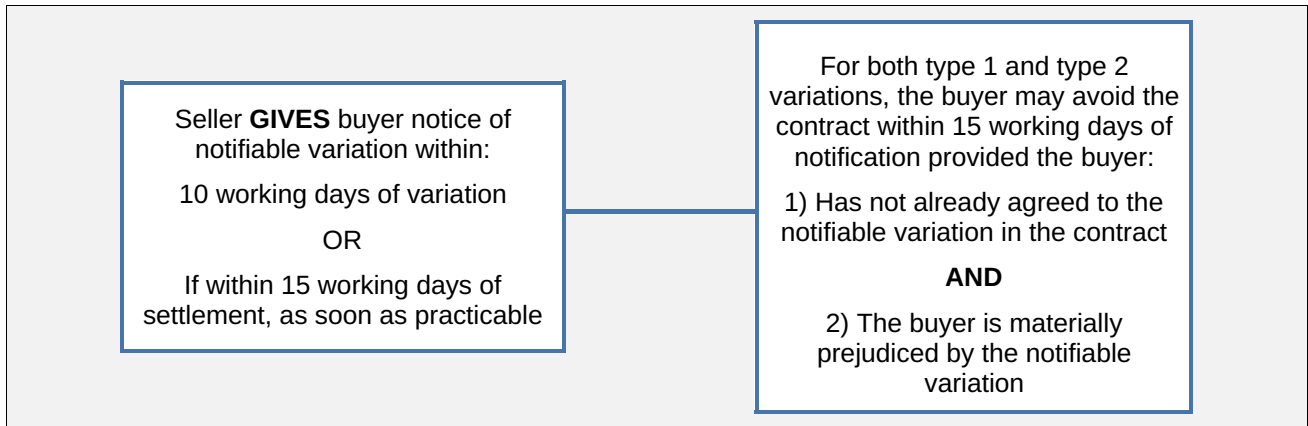
Type 1 and Type 2 notifiable variations are as follows:

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 Jasbir Singh
 Address 9 Chrysomou Street, Byford, WA 6122
 Telephone/mobile _____ Email jasaman83@yahoo.com
 Name _____
 Address _____
 Telephone/mobile _____ Email _____

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

Scheme Details

Scheme name 282 Railway Parade, East Cannington
 Name of the strata company 282 Railway Parade, East Cannington WA 6107
 Address for service of the strata company (taken from scheme notice) _____
 Name of Strata Manager Paul Farrelly
 Address of Strata Manager 428D Cambridge Street, Floreat WA 6014
 Telephone/Mobile 0417 549 006
 Email paulfarrelly54@gmail.com

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 N/A

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 N/A

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)
282D Railway Parade, East Cannington

Lot 8 on scheme plan no. 74305

(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:	<u>\$1,144</u>		_____
Reserve fund:	_____		_____
Other levy (attach details)	_____		_____

Att 6

Actual Estimated total contribution for the lot \$ \$1,144

Payable annually bi-annually quarterly other: _____

Due dates 1,144 on 30/6/25 _____ on _____
_____ on _____ on _____

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: _____

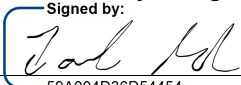
Acknowledgement by seller and buyer

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  _____
Signed by:
59A004D36D54454...

Name Jasbir Singh

Date 2/4/2025

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.

<p>STRATA PLAN 74305 SHEET 1 OF 2 SHEETS</p>	<p>PLAN OF LOT 203 ON DP 400496</p> <p>CERTIFICATE OF TITLE VOLUME: 2891 FOLIO: 297</p> <p>LOCAL GOVERNMENT CITY OF CANNING</p> <p>INDEX PLAN SEE SMART PLAN FIELD BOOK 137352</p> <p>SCALE 1 : 250 @ A3</p>	<p>AMENDMENTS</p>	<p>VER</p>	<p>AUTHORISED BY</p>	<p>DATE</p>
<p>LOCATION PLAN SCALE 1:250 @ A3</p> <p>PARADE</p>		<p>130 P 2209</p>		<p>201 DP 61174 (SP 58616)</p>	
<p>NAME OF SCHEME 284 RAILWAY PARADE EAST CANNINGTON</p> <p>ADDRESS OF PARCEL 284 RAILWAY PARADE EAST CANNINGTON WA 6107</p>		<p>RAILWAY</p>		<p>127 P 2209 (SP 65959)</p>	
<p>MANAGEMENT STATEMENT NO</p> <p>LOGGED EXAMINED G.FONG COR FILE 01-Jun-18</p> <p>DATE 15-May-18</p> <p>IN ORDER FOR DEALINGS</p> <p>FEE PAID</p> <p>ASSESS No. 01-Jun-18</p> <p>FOR REGISTRAR OF TITLES DATE</p>		<p>PLAN APPROVED 01-Jun-18</p> <p>INSPECTOR OF PLANS AND SURVEYS G. FONG</p> <p>tpc Total Project Consultants PO Box 5034 SOUTH LAKE WA 6164 PH: 08 9463 3921 3925 R: 08 9463 6424 www.totalprojectconsultants.com.au 105 NORTON ST WILMINGTON WA 6157 LICENSED SURVEYORS project management town planning www.totalprojectconsultants.com.au</p>		<p>INTERESTS AND NOTIFICATIONS</p>	
<p>REGISTERED APPLICATION N979485 DATE 4.9.2018</p> <p>WESTERN AUSTRALIAN PLANNING COMMISSION W.A.P.C. REF: Certificate of Approval WA P.C. under Section 25B(2) of Strata Titles Act 1985</p>		<p>SURVEYOR'S CERTIFICATE - Reg 54 I, William James MORAN hereby certify that this plan is accurate and is a correct representation of the: (a) survey and/or (b) calculations from measurements recorded in the field records, [delete if inapplicable] undertaken for the purposes of this plan and that it complies with the relevant written law(s) in relation to which it is lodged</p> <p>LICENSED SURVEYOR DATE</p>		<p>STATUTORY REFERENCE</p>	
<p>DATE 4.9.2018</p> <p>REGISTRAR OF TITLES SEAL</p>		<p>SUBJECT</p>		<p>PURPOSE</p>	
<p>Delegated under S:16 P & D Act 2005</p> <p>Western Australian Land Information Authority</p>		<p>ORIGIN</p>		<p>LAND BURDENED</p>	
<p>DATE</p>		<p>BENEFIT TO</p>		<p>COMMENT</p>	

Attachment 1

STRATA PLAN
74305
 SHEET 2 OF 2 SHEETS

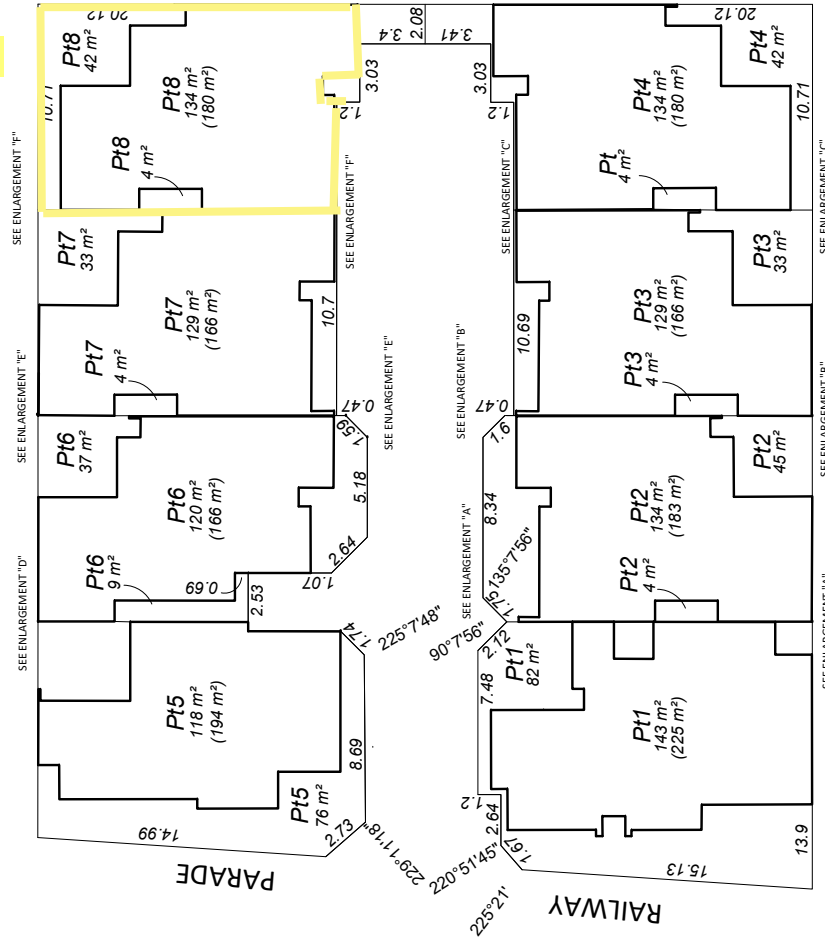
THE BOUNDARY OF THE LOTS OR PART OF THE LOTS WHICH ARE BUILDINGS SHOWN ON THE STRATA PLAN ARE THE EXTERNAL SURFACES OF THE BUILDINGS, AS PROVIDED BY SECTION 3AB OF THE STRATA TITLES ACT 1985.

THE STRATUM OF THE PART LOTS EXTERNAL TO THE BUILDING EXTENDS BETWEEN 5 METRES BELOW AND 10 METRES ABOVE THE UPPER SURFACE OF THE LOWEST GROUND FLOOR OF THE MAIN BUILDING LOCATED ON EACH RESPECTIVE LOT, EXCEPT WHERE COVERED.

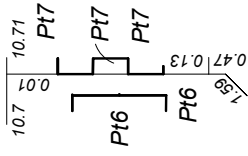
WHERE 2 LOTS HAVE A COMMON OR PARTY WALL OR HAVE BUILDINGS ON THEM WHICH ARE JOINED, THE CENTRE PLANE OF THAT WALL, OR THE PLANE AT WHICH THEY ARE JOINED, IS THE BOUNDARY.

ANGLE ARE MULTIPLES OF 45° UNLESS STATED OTHERWISE OR ARE PERMANENT MONUMENTS.

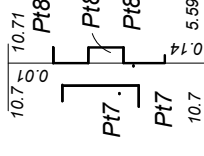
ALL DISTANCES ARE TO EXTERNAL SURFACES OF WALLS OR TO PARCEL BOUNDARIES UNLESS SHOWN OTHERWISE.



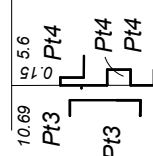
ENLARGEMENT "E"
 NOT TO SCALE



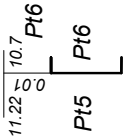
ENLARGEMENT "F"
 NOT TO SCALE



ENLARGEMENT "C"
 NOT TO SCALE



ENLARGEMENT "D"
 NOT TO SCALE



SEE ENLARGEMENT "F"

SEE ENLARGEMENT "E"

SEE ENLARGEMENT "D"

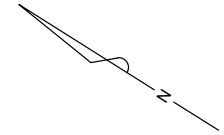
SEE ENLARGEMENT "D"

SEE ENLARGEMENT "E"

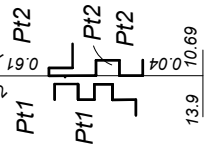
SEE ENLARGEMENT "F"

SEE ENLARGEMENT "C"

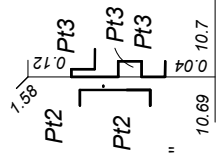
SEE ENLARGEMENT "B"



ENLARGEMENT "A"
 NOT TO SCALE



ENLARGEMENT "B"
 NOT TO SCALE



Drawn & checked by
 William Moore
 Date: 20/06/15
 15/19/24/10/007

LICENCED SURVEYOR

STRATA PLAN No. 74305							
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	13						
2	13						
3	12						
4	13						
5	12						
6	12						
7	12						
8	13						
				Aggregate	100		

DESCRIPTION OF PARCEL AND BUILDING

EIGHT BRICK CONSTRUCTED RESIDENTIAL DWELLINGS
 UPON LOT 203 ON DEPOSITED PLAN 400496
 ADDRESS OF PARCEL: 284 RAILWAY PARADE, EAST CANNINGTON WA 6107

**CERTIFICATE OF LICENSED VALUER
 STRATA**

I, **Bradley J Dawson**, 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.

25-Oct-2016
 Date



Digitally signed by
 Brad Dawson
 Date: 2016.10.25
 04:38:50 +08'00'
 Signed

FORM 26

Council Ref: 14/1103.2
WAPC Ref.

STRATA PLAN NO: 74305

Strata Titles Act 1985
Sections 25(1), 25(4)

CERTIFICATE OF GRANT OF APPROVAL BY WESTERN AUSTRALIAN PLANNING COMMISSION TO STRATA PLAN

It is hereby certified that the approval of the Western Australian Planning Commission has been granted pursuant to section 25(1) of the *Strata Titles Act 1985* to —

- * (i) The *Strata Plan/~~plan of re-subdivision/plan of consolidation~~ submitted on 24/11/2017 and relating to the property described below;
- * (ii) ~~the sketch submitted on of the proposed *subdivision of the property described below into lots on a Strata Plan/re-subdivision / consolidation of the lots on the Strata Plan specified below, subject to the following conditions —~~

Property Description: LOT: 203 LOC: 5 P/D: 400496

 Location: 284 Railway Parade EAST CANNINGTON
 (Lot 203 on P/D 400496) . . .

 Locality: East Cannington

 Local Government: City of Canning.

Lodged by: Total Project Consultants
Date: 24/11/2017



Shakeel Maqbool
Senior Planning Officer
City of Canning

For Chairman, Western Australian
Planning Commission

Date: 27/02/2018

Delegated Under Section 16(3)(e)
Planning & Development Act 2005



FORM 5

Strata Titles Act 1985

Sections 5B(1), 8A, 22(1)

STRATA PLAN No. 74305

DESCRIPTION OF PARCEL & BUILDING

Parcel: Lot 203 on DP 400496
Address: 284 Railway Parade, East Cannington
Buildings: Eight single storey, brick constructed residential units

CERTIFICATE OF LICENSED SURVEYOR

I, William James MORAN, being a licensed surveyor registered under the *Licensed Surveyors Act 1909* certify that in respect of the strata plan which relates to the parcel and building described above (in this certificate called "the plan"): —

- (a) each lot that is not wholly within a building shown on the plan is within the external surface boundaries of the parcel; and either
- *~~(b) each building shown on the plan is within the external surface boundaries of the parcel; or~~
- *~~(c) in a case where a part of a wall or building, or material attached to a wall or building, encroaches beyond the external surface boundaries of the parcel —~~
 - ~~(i) all lots shown on the plan are within the external surface boundaries of the parcel;~~
 - ~~(ii) the plan clearly indicates the existence of the encroachment and its nature and extent; and~~
 - ~~(iii) where the encroachment is not on to a public road, street or way, that an appropriate easement has been granted and will be lodged with the Registrar of Titles to enable it to be registered as an appurtenance of the parcel; and~~
- *~~(d) if the plan is a plan of re-subdivision, it complies with Schedule 1 by law(s) no(s) _____ on Strata Plan No. _____ registered in respect of (name of scheme) or sufficiently complies with that/those by law(s) in a way that is allowed by regulation 36 of the *Strata Titles General Regulations 1996*.~~



Digitally signed by William Moran
Date: 2018.05.15 15:58:56 +08'00'

.....
Licensed Surveyor

.....
Date

*Delete if inapplicable

Building approval certificate – strata

Building Act 2011, section 50, 61
Building Regulations 2012, regulation 4

Certificate number 50/ 1103

The form is for the purposes of the *Building Act 2011*, section 50 and the *Strata Titles Act 1985*, section 5B(2)(b) and 8A(f)(ii).

1. Details of building or structure

Property street address (provide lot number where street number is not known)	284 Railway Parade	Lot no 203
	EAST CANNINGTON 6107	State WA
Certificate of title	Volume/Folio 2891/297	
Lot(s) on survey	Lot 203 on DP 400496	
Strata plan number	74305	Land being re-subdivided (if applicable) -
	Description of building 8 X Brick & colorbond units - Strata	
BCA class of the building	1a.	Secondary BCA class (for multi-purpose buildings) -
Use(s) of the building	8 X Residential units - Strata	Each restriction on use (if applicable) -

2. Certificate details

This building approval certificate strata is for: Whole of building Part of building


Details

8 X Residential units – Strata. Refer to BP 30/34695

Western Australian Planning Commission approval required? Yes No

All requirements including those for encroachments under section 76 of the *Building Act 2011*, in addition to those covered in the certificate of building compliance, have been met to the satisfaction of the permit authority.

This building approval certificate strata is for the purpose of lodging a strata plan for registration or to re-subdivide a strata scheme under the *Strata Titles Act 1985*.

Issuing officer	Name Faisal Kabadeh	Job title Building Surveyor
	Signature 	Date 16/11/17
Permit authority	CITY OF CANNING	

FORM 8

ANNEXURE 'A' OF STRATA PLAN NO. 74305		SCHEDULE OF DEALINGS					REGISTRAR OF TITLES		
Dealings registered or recorded on Strata Plan	Nature	Instrument			Registered	Time	Signature of Registrar of Titles		
		Number	Registered	Time					

SCHEDULE OF ENCUMBRANCES ETC.		Particulars	Registered	Signature of Registrar of Titles	Cancellation			Signature of Registrar of Titles	
Instrument	Number				Nature	Number	Registered		Time

Note: Entries may be affected by subsequent endorsements.



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.]

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

Minutes of Annual General Meeting

Date & time

Sunday 7th July 2024, 4:00 pm

Venue

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

Present

Unit 1: Gaurav Verma

Unit 2: Sukhwinder Singh

Unit 3: Ivy Ong

Unit 4: Ranjeet Sandhu

Unit 7: Bhavinkumar Patel

Unit 8: Jasbir Singh

Apologies

Unit 5: Atnigar Maulya Anggraini

Unit 6: Jestin Tom & Anju Anil

By Invitation

Strata Admin Manager: Paul Farrelly

Chairman of meeting

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

Attendance Register, Proxies and Quorum

The Chairman advised that no Proxies had been received. Having recorded attendance, Proxies and the establishment of a Quorum, the meeting proceeded at 4:02 pm.

Election of Strata Council

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

Chairman: Gaurav Verma

Treasurer: Jasbir Singh

Secretary: Ivy Ong

Electronic Service of Notices

Mr Singh advised that he had not received the AGM Papers and the Chairman apologised and undertook to look into this to avoid this happening again.

It was unanimously resolved that, until further notice, Strata Notices and communications continue to be sent to Unit Owners via the email addresses provided in the latest Register of Owners/AGM Attendance Register, or to another email address if subsequently advised to the Strata Admin Manager.

Minutes of previous Annual General Meeting

It was unanimously resolved that the Minutes be approved.

Bank Account

The Chairman advised that he had made the necessary arrangements for Mr Verma to be added as a signatory with full access to the Bank Account and it was unanimously resolved that this be ratified and approved.

Financial Statements for the Y/E 30/6/24

It was unanimously resolved that the Financial Statements be approved.

Budget and Levies for the Y/E 30/6/25

It was unanimously resolved that the Budget and Levies be approved.

Insurance

The Chairman advised that the annual renewal date for the Property's Insurance Policy had been changed to 31 July to more closely align it with the Strata's 30 June year end and that this would, in future, provide a more accurate picture of the Insurance cost in any given financial year.

He also advised that he had received a quote of \$4,504 from an alternative Insurer but that this quote came with an excess of \$2,000 per claim whereas the existing Insurer's quote of \$5,702 came with an excess of \$500 per claim. After some discussion, the consensus was to renew with the existing Insurer.

It was unanimously resolved that The Chairman be authorised to liaise with the Insurance Broker to arrange for ongoing Insurance Policy renewals.

Reserve

It was unanimously resolved that the current Reserve balance and quantum of the annual transfer was appropriate and that this continue to be reviewed annually at AGMs.

After a brief discussion on matters such as possibly installing external lighting and a gate, the Chairman advised that it was preferable to ensure a general consensus with all Unit Owners before proceeding and he agreed to assist the Council of Owners with this process if requested.

Provision of Venue for the 2024 AGM

The Chairman thanked Mr Verma for kindly agreeing to have the AGM at his Unit.

Meeting closure

There being no further business, The Chairman declared the meeting closed at 4:28 pm.

Paul Farrelly
Chairman

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

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

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

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. 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.

Schedule of Insurance

Class of Policy: STRATA TITLE	Policy No: WRSC22006439
The Insured: OGSP 74305	Invoice No: Q007459
	Our Ref: SP74305

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 1	PART A	1. Building	\$2,650,586
		Common Area Contents	Not Included
		2. Terrorism Cover under Section 1 Part A2	Applies
	PART B	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
Income				
Levies	8,800	8,900	8,900	9,908
Interest				
	8,800	8,900	8,900	9,908
Outgoings				
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
	8,722	8,719	8,514	9,661
Net Surplus for the year	78	181	386	246

Balance Sheet

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

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		
	100	8,800	8,900	9,908	10,244

Insurance calculations	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)
	5,721.83	5,719.28

Levy Notice

284 Railway Pde, East Cannington, WA 6107
Strata Plan 74305

Paul Farrelly
Strata Admin Manager
paulfarrelly54@gmail.com
0417 549 006

Ref. 8 RP Y/E 6/25
Date 14 June 2024

To:
Jasbir Singh

Sent via email to
Jasaman83@yahoo.com

Levies for Unit 8 for the Y/E 30/6/25 as per AGM papers **\$1,144.00**
(No GST included)

Due by 31/7/24

Please remit to:

ANZ Bank

Paul Farrelly T/AS STRATA 74305 (284 Railway Parade)

BSB 016-460

A/C No. 4351-52548

Paul Anthony Farrelly
T/AS Strata 74305
(284 Railway Pde)
ABN 54 786 560 498

TAX INVOICE

428B Cambridge St.
FLOREAT
WA 6014

Phone: 0417 549 006
Email: paulfarrelly54@gmail.com

INVOICE NO.	DATE
Lot 8 Y/E 6/24	15 June 2023

INVOICE TO

The Owner
Lot 8
Strata Plan 74305
284 Railway Pde
EAST CANNINGTON
WA 6107

Sent via Email to:
jasaman83@yahoo.com

DESCRIPTION	AMOUNT
284 Railway Pde. Levies for Y/E 30/6/24 as per AGM papers	1,157.00
No GST is included in this Invoice	
Total	TOTAL 1,157.00

Terms: Due by 30/06/23

Please remit to
Paul Anthony Farrelly T/As Strata 74305 (284 Railway Pde)
ANZ Bank
BSB 016 460
A/C No. 435152548