

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



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

TO: **BJK Genesis Property Pty Ltd RA 74823 ACN 618 296 414 T/A First National Real Estate Genesis ABN 28 618 296 414**

Address **6/160 Scarborough Beach Road**

Suburb **Mount Hawthorn** State **WA** Postcode **6016**

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 **8/6 Lansing Street**

Suburb **Queens Park** State **WA** Postcode **6107**

Lot **8** ~~Deposited/Survey/~~ Strata/~~Diagram~~/Plan **36634** Whole / ~~Part~~ Vol **2168** Folio **45**

A **deposit** of \$ of which \$ **0.00** is paid now and \$ to be paid within **7** days of acceptance to be held by **First National Real Estate Genesis**

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

Purchase Price

Settlement Date

Property Chattels including All fixed floor coverings, light fittings, window treatments and all pool equipment as inspected and where applicable.

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.

<p>FINANCE CLAUSE IS APPLICABLE</p> <p>LENDER/</p> <p>MORTGAGE BROKER (NB. If blank, can be any)</p> <p>LATEST TIME: 4pm on:</p> <p>AMOUNT OF LOAN:</p> <p>SIGNATURE OF BUYER</p>	<p>FINANCE CLAUSE IS NOT APPLICABLE</p> <p>Signature of the Buyer if Finance Clause IS NOT applicable</p>
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NOTE: IF THIS DOCUMENT IS ON SEPARATE PAGES OR IS TO BE FAXED THEN ALL PARTIES SHOULD SIGN ALL PAGES.

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CONDITIONS

1. SUBJECT TO FINANCE

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

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

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

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

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

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

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

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

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

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

1.4 Finance Approval: Approval Notice Given

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

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

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

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

1.6 Buyer Must Keep Seller Informed: Evidence

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

1.7 Right To Terminate

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

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

1.8 Waiver

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

1.9 Definitions

In this Clause:

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

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

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

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

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

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

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

Latest Time means:

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

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

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

Non Approval Notice means:

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

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

SPECIAL CONDITIONS

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

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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	Anita Chechi		
Address	382A Fisher Street		
Suburb	Cloverdale	State	WA
Postcode	6105		
Name	Sethi		
Address	382A Fisher Street		
Suburb	Cloverdale	State	WA
Postcode	6105		

EMAIL: The Seller consents to Notices being served at:

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

Signature		Date		Signature		Date	
Signature		Date		Signature		Date	

RECEIPT OF DOCUMENTS

The Buyer acknowledges receipt of the following documents:

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

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

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

RECEIPT OF DOCUMENTS

The Seller acknowledges receipt of the following documents:

1. This offer and acceptance
2. 2022 General Conditions
3. Annexure of Changes to General Conditions (form 198)

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

CONVEYANCER (Legal Practitioner/Settlement Agent)

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

BUYER'S REPRESENTATIVE		SELLER'S REPRESENTATIVE	
Name		Name	
Signature		Signature	

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04/22

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

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

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

Buyer

Signature

Name _____

Date _____

Signature

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Seller

Signature _____

Name Anita Chechi

Date _____

Signature _____

Name Sethi

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

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

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

2. The Buyer must serve a copy of the Report on the Seller, Seller Agent or Seller Representative before the Date.
3. If the Buyer, and Seller, Seller Agent or Seller Representative do not receive the Report before the Date then the Buyer will be deemed to have waived the benefit of this Annexure. Time is of the essence.
4. If the Report identifies Activity on, or Damage to, the Building, the Buyer may at any time within three (3) Business Days after the Date serve a Timber Pest Notice on the Seller, Seller Agent or Seller Representative giving the Seller Five (5) Business Days to agree to Eradicate and/or Repair.
5. If the Seller elects in writing to Eradicate and/or Repair pursuant to the Timber Pest Notice then the Settlement Date will be delayed until the later of: (a) three (3) Business Days after the Seller's Work is completed as certified by, the Seller's Builder in relation to Repair or a Consultant in relation to Eradication or, the later of them if both are required and (b) the Settlement Date.
6. The Seller must do the Work expeditiously and in a good and workmanlike manner through (a) a Builder to Repair or (b) a Consultant to Eradicate, and provide evidence to the Buyer of completion of the Work.
7. If, prior to the Seller commencing the Work, the Seller and Buyer wish to agree and do agree an amount to be paid by the Seller to the Buyer then that amount will be deducted from the Purchase Price at Settlement and the Seller will not undertake the Work.
8. If the Seller does not agree to Eradicate and/or Repair within Five (5) Business Days from when the Timber Pest Notice was served on the Seller, Seller Agent or Seller Representative then

(a) the Buyer may at any time within a further Five (5) Business Days after that period ends, give notice in writing to the Seller, Seller Agent or Seller Representative terminating the Contract and the Deposit and other monies paid will be repaid to the Buyer;

(b) if the Buyer does not terminate the Contract pursuant to this clause 8, then this Annexure ceases to apply and the Contract continues unaffected by this Annexure.
9. In this Annexure:
- 9.1 "Activity" means evidence of the presence of current Timber Pests.
- 9.2 "Builder" means a builder registered in Western Australia with appropriate qualifications and using such other appropriately qualified persons, necessary to Repair any Damage set out in the Timber Pest Notice.
- 9.3 "Consultant" means an independent inspector qualified and experienced in undertaking, pre-purchase property inspections pursuant to the Standard and Eradication.
- 9.4 "Damage" means evidence of damage caused by Timber Pests to the Building.
- 9.5 "Date" means the date inserted or calculated in clause 1. If no date is inserted in clause 1 then the Date will be Five (5) Business Days from the later of: (i) the Contract Date; or (ii) the Latest Time for Finance Approval (if any).
- 9.6 "Eradicate" and "Eradication" mean the treatment necessary to eradicate Activity affecting the Building.
- 9.7 "Repair" means the Work necessary to repair any Damage.
- 9.8 "Report" means a report performed in accordance with the Standard by a Consultant at the Property.
- 9.9 "Standard" means Australian Standard AS 4349.3-2010 (as amended from time to time) Inspection of buildings Timber Pest Inspections.
- 9.10 "Timber Pests" means subterranean and dampwood termites, borers of seasoned timber and wood decay fungi as defined in the Standard.
- 9.11 "Timber Pest Notice" means a Notice in writing from the Buyer to the Seller to provide the Seller with the opportunity to agree to Eradicate and/or Repair that the Buyer requires pursuant to the Report.
- 9.12 "Work" means the work required to Repair pursuant to the Timber Pest Notice.
- 9.13 Words not defined in this Annexure have the same meaning as defined in the Standard or the 2018 General Conditions.

BUYER SIGNATURE	BUYER SIGNATURE	SELLER SIGNATURE	SELLER SIGNATURE
<div></div>	<div></div>	<div></div>	<div></div>
BUYER SIGNATURE	BUYER SIGNATURE	SELLER SIGNATURE	SELLER SIGNATURE
<div></div>	<div></div>	<div></div>	<div></div>

WESTERN



AUSTRALIA

TITLE NUMBER

Volume Folio

2168 45

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.

BGRoberts
REGISTRAR OF TITLES



LAND DESCRIPTION:

LOT 8 ON STRATA PLAN 36634
TOGETHER WITH A SHARE IN COMMON PROPERTY (IF ANY) AS SET OUT ON THE STRATA PLAN

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

SETHI
ANITA CHECHI
BOTH OF 382A FISHER STREET CLOVERDALE WA 6105
AS JOINT TENANTS

(T P967159) REGISTERED 26/4/2024

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.

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:	SP36634
PREVIOUS TITLE:	SP36634
PROPERTY STREET ADDRESS:	UNIT 8 6 LANSING ST, QUEENS PARK.
LOCAL GOVERNMENT AUTHORITY:	CITY OF CANNING



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.

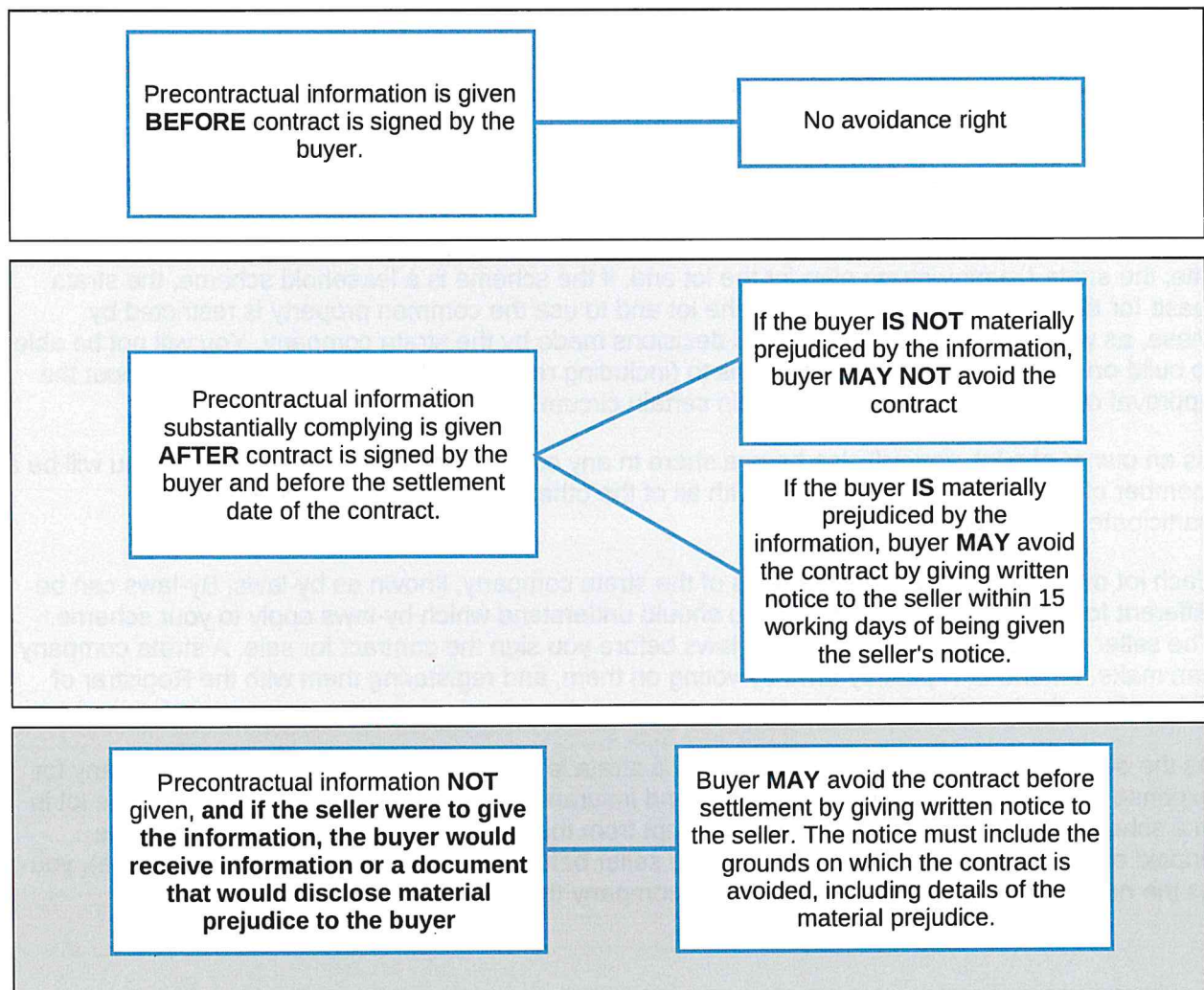
A buyer may consider seeking more information about the lot, the strata company and the strata / survey-strata scheme by asking the seller to provide it, or by making an application to the strata company for more information under section 107 of the Act.

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:

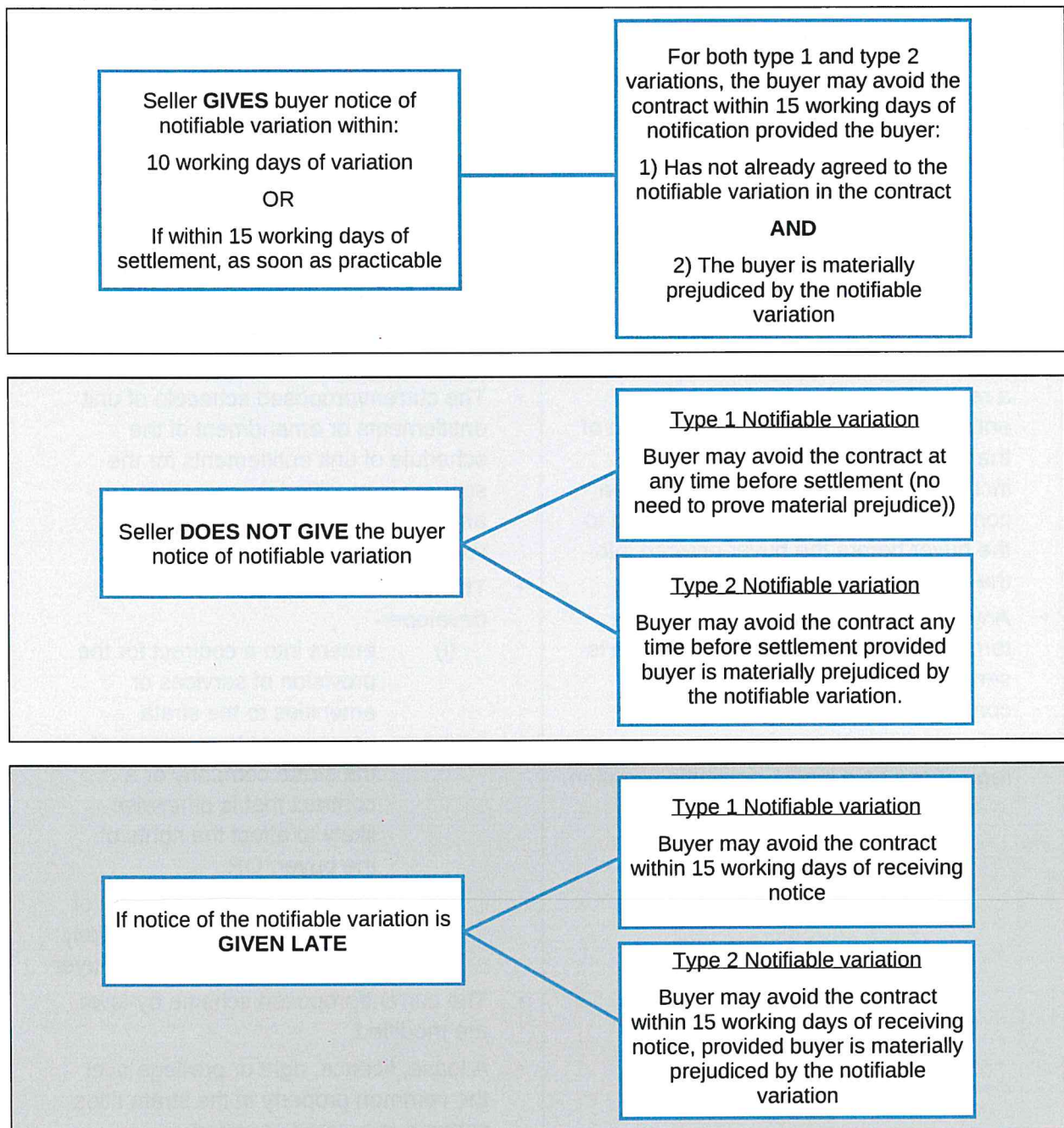
Type 1 Notifiable Variation	Type 2 Notifiable Variation
<ul style="list-style-type: none"> • The area or size of the lot/proposed lot is reduced by 5% or more from the area or size notified to the buyer before the buyer entered into the contract. • The proportion that the unit entitlement, or a reasonable 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 Deepak Mehan
Address 8/6 Lansing Street, Queens Park WA
Telephone/mobile _____ Email _____
Name _____
Address _____
Telephone/mobile _____ Email _____

Scheme Information

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

Scheme Details

Scheme name 6 Lansing Street, Queens Park WA
Name of the strata company 6 Lansing Street, Queens Park WA
Address for service of the strata company (taken from scheme notice) 6 Lansing Street, Queens Park WA
Name of Strata Manager Oakfield
Address of Strata Manager 1/1050 Hay Street, West Perth WA 6005
Telephone/Mobile 08 6355 5225
Email admin@oakfield.com.au

The status of the scheme is:

- ☐ proposed
☐ registered

The scheme type is:

- ☐ strata
☐ survey-strata

The tenure type is

- ☐ freehold
☐ leasehold

For leasehold only:

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

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

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

Att.

Scheme Documents (must be attached)

Schemes created on or after 1/5/2020 must provide a copy of the scheme notice.
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.

N/A

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

N/A

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

☐ If yes, they are included with this form

N/A

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

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

Att 2

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

Additional comments: _____

Minutes (choose one option)

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

Att 4

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

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

Additional comments: _____

Statement of accounts (choose one option)

☐ The statement of accounts last prepared by the strata company

Att 5

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

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

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

Additional comments: _____

Termination proposal

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

If yes, attach a copy.

Lot information (choose all that apply)

Att.

☒ This lot is on a registered scheme plan

☐ This lot has not yet been created

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

Street address of the lot (if known)

Lot 8 on scheme plan no. 36634

(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:	\$1923.52		_____
Reserve fund:	\$181.80		_____
Other levy (attach details)	_____		_____

Att 6

☒ Actual ☐ Estimated total contribution for the lot \$ _____

Payable ☐ annually ☐ bi-annually ☐ quarterly ☐ other: _____

Due dates \$526.33 on 1/1/24 \$526.33 on 1/7/24
\$526.33 on 1/4/24 \$526.33 on 1/10/24

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.

N/A

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:

- The registered owner of the lot(s) before it is subdivided into strata titles scheme
- The registered owner/s of a staged strata development that is to be subdivided by the registration of an amendment of the plan 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 in the scheme
- The scheme developer owns with an aggregate 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 amenities service

Are there any current or proposed contracts for the provision of any amenities or service to the proposed strata company/strata company or member of the strata company entered into or changed by the scheme developer? ☐ no ☐ yes

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

Additional comments: _____

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

Are there any current or proposed leases, licences 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 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 Anita Chechi

Name Anita Chechi

Date 22/06/24

Signature Sethi

Name Sethi

Date 22-06-24

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.

LOCATION PLAN

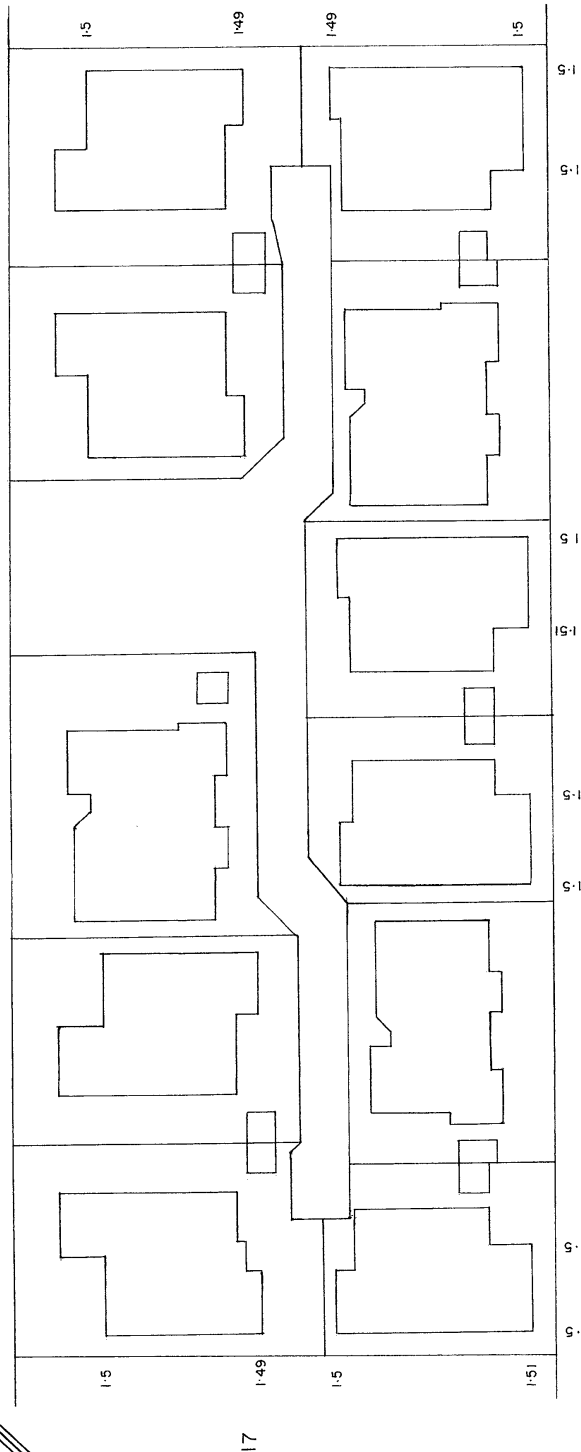
STRATA / SURVEY

STRATA PLAN 36634

SHEET 1 OF 2 SHEETS

LANSING

STREET



SCALE 1:300

0 5 10 15 20

253

HELD BY LANDGATE
IN DIGITAL FORM ONLY.

STRATA/SURVEY STRATA PLAN

DOLA



NAME OF SCHEME
6 LANSING STREET
QUEENS PARK

ADDRESS OF PARCEL
6 LANSING STREET
QUEENS PARK W.A. 6107.

PLAN OF PORTION OF CANNING LOCATION 2
BEING LOT 112 ON DIAGRAM 80629

CERT. OF TITLE VOLUME 1920 FOLIO 844

LOCAL GOVERNMENT CITY OF CANNING

INDEX PLAN BG 34(2) 18.19 18.20

FIELD BOOK NUMBER SCALE 1:300

WESTERN AUSTRALIAN
PLANNING COMMISSION

653-99

Certificate of Approval of W.A.P.C. under
Section 25(1) or 25B(2) of Strata Titles
Act 1985.

FOR CHAIRMAN DATE 16-8-99

MANAGEMENT STATEMENT ☐ YES ☒ NO

Lodged 1.8.99 24.3.99

Examined 9.8.99 P

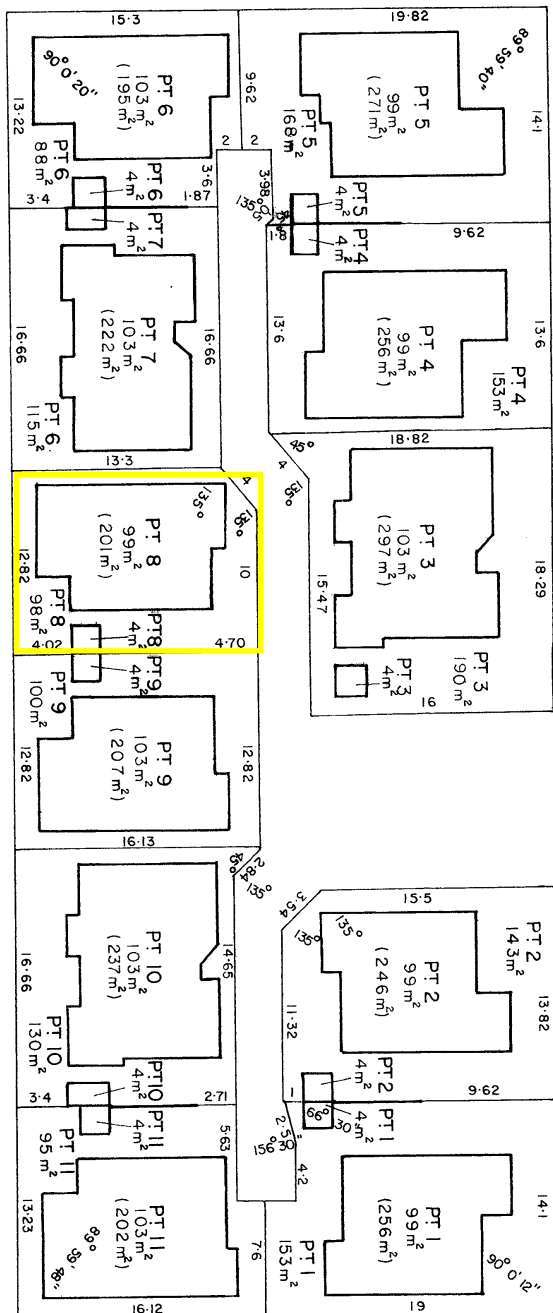
Registered 9.8.99 App. H. 190881



Registrar of Titles

REGISTRAR OF TITLES

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



Attachment 1

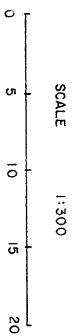
STRATUM OF LOTS EXTENDS BETWEEN FIVE METRES BELOW AND FIFTEEN METRES ABOVE THE UPPER SURFACE LEVEL OF THE GROUND FLOOR OF THE RESPECTIVELY NUMBERED BUILDINGS ERECTED ON THE LOTS, INCLUDING WHERE COVERED.

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

WHERE TWO 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.

ALL DISTANCES ARE FROM BOUNDARIES OR THE EXTERNAL WALLS OF BUILDINGS.

ALL ANGLES ARE 90 DEGREES UNLESS SHOWN OTHERWISE.



FORM 3

ANNEXUREA.....				OF STRATA / SURVEY STRATA PLAN NO .36634			
SCHEDULE OF UNIT ENTITLEMENT		OFFICE USE ONLY CURRENT Cs OF TITLE		SCHEDULE OF UNIT ENTITLEMENT		OFFICE USE ONLY CURRENT Cs OF TITLE	
LOT No.	UNIT ENTITLEMENT	VOL .	FOL .	LOT No.	UNIT ENTITLEMENT	VOL .	FOL .
1	10	2168-38					
2	10	2168-39					
3	10	2168-40					
4	10	2168-41					
5	10	2168-42					
6	10	2168-43					
7	10	2168-44					
8	10	2168-45					
9	10	2168-46					
10	10	2168-47					
11	10	2168-48					

**CERTIFICATE OF LICENSED VALUER
STRATA / SURVEY STRATA**

I, ALLAN A. MOORE, 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 per cent more or 5 per cent 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 .

8-6-99
Date

Alan A. Moore.
Signed

FORM 5

STRATA PLAN No 36634

DESCRIPTION OF PARCEL & BUILDING

ELEVEN BRICK AND TILE RESIDENTIAL UNITS SITUATED ON PORTION OF CANNING
LOCATION 2 BEING LOT 112 ON DIAGRAM 80629 CONTAINED IN CERTIFICATE OF
TITLE VOLUME 1920 FOLIO 844
THE POSTAL ADDRESS IS 6 LANSING STREET QUEENS PARK W.A. 6107

CERTIFICATE OF SURVEYOR

I, PETER JAMES NEALE , 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 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 it's
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 .~~

..... 9 - 8 - 99
Date

.....
Licensed Surveyor

* Delete if inapplicable

FORM 7

STRATA PLAN No 36634

DESCRIPTION OF PARCEL & BUILDING

ELEVEN BRICK AND TILE RESIDENTIAL UNITS SITUATED ON PORTION OF CANNING LOCATION 2 BEING LOT 112 ON DIAGRAM 80629 CONTAINED IN CERTIFICATE OF TITLE VOLUME 1920 FOLIO 844

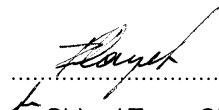
THE POSTAL ADDRESS IS 6 LANSING STREET QUEENS PARK W.A. 6107.

CERTIFICATE OF LOCAL GOVERNMENT

.....CITY OF CANNING....., the local government hereby certifies that in respect of the strata plan which relates to the parcel and building described above (in this certificate called " the plan ") :-

- (1) (a) the building and the parcel shown on the plan have been inspected and that it is consistent with the approved building plans and specifications in respect of the building ; or
- (b) ~~the building has been inspected and the modification is consistent with the approved building plans and specifications relating to the modification ;~~ ✓
- (2) the building , in the opinion of the local government , is of sufficient standard to be brought under the Strata Titles Act 1985 ;
- (3) ~~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 on to a public road , street or way the local government is of the opinion that retention of the encroachment in its existing state will not endanger public safety or unreasonably interfere with the amenity of the neighbourhood and the local government does not object to the encroachment ; and~~ ✓
- (4) (a) any conditions imposed by the Western Australian Planning Commission have been complied with ; or
- (b) ~~the within strata scheme is exempt from the requirement of approval by the Western Australian Planning Commission .~~ ✓

3 . 8 . 1999
Date


Shire / Town Clerk
Delegated Officer Section 23(5)
Strata Titles Act 1985

* Delete if inapplicable

[illegible]

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 –
 - (a) if the member dies or ceases to be an owner or co-owner of a lot; or
 - (b) on receipt by the strata company of a written notice of the member's resignation from the office of member; or
 - (c) 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
 - (d) 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
 - (e) if the member is removed from office under sub-by-law (8); or
 - (f) 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 –

- (1) 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.
- (2) 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.
- (3) A nomination is ineffective unless supported by the consent of the nominee to the nomination, given –
 - (a) in writing, and furnished to the chairperson at the meeting; or
 - (b) 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-bylaw (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-bylaw (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-bylaw (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-bylaw (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-bylaw (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 –
- (a) 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
 - (b) 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 –

- (a) 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
- (b) the giving on behalf of the strata company and of the council of the notices required to be given under the Act; and
- (c) the supply of information on behalf of the strata company in accordance with the *Strata Titles Act 1985* sections 108 and 109; and
- (d) the answering of communications addressed to the strata company; and
- (e) the calling of nominations of candidates for election as members of the council; and
- (f) subject to the *Strata Titles Act 1985* sections 127, 128, 129, 200(2)(f) and
- (g) 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.]

Annual General Meeting Minutes

For Strata SP 36634

6 Lansing Street, Queens Park WA 6107, 6 Lansing Street, Queens Park, WA, 6107

Held AT Time: 10:00 AM, on 7 March 2024

At, Venue: 3/1050 Hay Street, West Perth, WA, 6005

& Via Zoom Online Video Conference with Link <https://zoom.us/j/6355522505>

CONFIRMATION OF ATTENDANCE, APOLOGIES & PROXIES

Lots Owners in Attendance

Lot 1	Sheena and Rafael Medrano	Electronic vote
Lot 2	Alison Bartlett	Owner present (pre-voted)
Lot 3	Michael Seong Ching Yap	Electronic vote
Lot 8	Christopher Mitten	Owner present (pre-voted)
Lot 11	Hassan Mahmud Shiblee	Electronic vote

Additional Attendees

Anna Risso from Oakfield

1. QUORUM

Noting of Attendances, Proxies, Apologies and determination of a quorum.

A quorum was not present so after 30 minutes in accordance with Section 130 (4) Strata Titles Act 1985 the Strata Manager confirmed that those present at the meeting constituted a quorum and the meeting may proceed to business.

2. CHAIRPERSON

By ordinary resolution to appoint a chairperson to chair the meeting.

Passed by Simple Majority

3. MINUTES OF PREVIOUS MEETING

By ordinary resolution that the minutes of the previous Annual General Meeting are accepted as a true and correct record.

Passed by Simple Majority

4. FINANCIAL STATEMENTS & BALANCE SHEET

By ordinary resolution that the financial statements for the previous Annual Period 1st of January 2023 - 31st of December 2023 are accepted.

Closing Balance

Administration Fund	\$17,284.86
Reserve Fund	\$10,293.29

Passed by Simple Majority

5. ELECTION OF COUNCIL OF OWNERS

5.1. NOMINATION FOR COUNCIL OF OWNERS

By ordinary resolution that the chairperson is to receive nominations from the floor and read out any nominations received prior to the meeting.

Passed by Simple Majority

5.2. NUMBER OF COUNCIL OF OWNER MEMBERS

By ordinary resolution the number of COO members is to be 3.

Passed by Simple Majority

COUNCIL OF OWNER ELECTION

Ballot to be conducted where the number of nominations received exceeds the number of Council of owners member positions resolved at item 5.2.

NOTE subject to Sch1 by-law 5(6) of the Act, if the meeting is being conducted fully or partially remotely, the result of the election will be announced once your Strata Manager has received the completed Council of owners ballot voting forms from those who attended the meeting and were eligible to vote.

All completed forms must be returned to the Strata Manager within 5 business days of the meeting to be included in the vote count.

The incumbent COO will continue to function until the result of the election is formally announced with the minutes of meeting.

ELECTION OF All Members

Alison Bartlett, Christopher Mitten have been elected to the committee.

Name	Details	Outcome
Alison Bartlett	Lot 2	Elected
Christopher Mitten	Lot 8	Elected

Vacancy

7. BUILDING INSURANCE

7.1. BUILDING INSURANCE

Details of the current building property insurance held by the Strata Company which have been provided within the table below and within the provided insurance schedule.

Policy Number	Underwriter	Current To	Risk Type	Coverage	Excess
LNG-STR-20178100	Longitude Insurance Pty Ltd	26 Aug 2024	Building Cover	\$4,767,145.00	\$2,000.00
			Catastrophe	Not Included	
			Contents	\$47,671.00	
			Fidelity guarantee	\$100,000.00	\$2,000.00
			Legal Expenses	\$50,000.00	\$1,000.00
			Loss of rent	\$715,072.00	
			Lot owners fixtures & improvements	\$300,000.00	
			Machinery breakdown	Not Included	
			Office bearers liability	\$1,000,000.00	\$2,000.00
			Public liability	\$10,000,000.00	\$2,000.00
TOTAL PREMIUM: \$11,546.87					

7.2. INSURANCE VALUATION

By ordinary resolution that the Council of Owners be given authority to obtain a valuation for Insurance purposes as required.

Passed by Simple Majority

7.3. RENEWAL INSTRUCTIONS

By ordinary resolution that the Strata Manager will present quotations to the Council for review and instruction and that the Council of Owners has the authority to renew the policy based on the insurer's suggestion or the insurance valuation recommendation. If no instructions are received from the Council before the policy expires, Oakfield will proceed with renewing coverage with the current insurer to avoid any lapse in insurance for the Strata Company.

Passed by Simple Majority

8. BUDGET

8.1. ANNUAL EXPENDITURE BUDGET – ADMINISTRATIVE FUND

By ordinary resolution the Strata Company resolve to receive and accept the proposed Administrative Fund expenditure budget prepared and provided for the meeting for the financial year from 1st of January 2024 to 31st of December 2024

The approved expenditure budget amounts for the above noted financial year are as follows:

Administration Fund:	\$20,336.00
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Passed by Simple Majority

8.2. LEVY CONTRIBUTIONS – ADMINISTRATIVE FUND

By ordinary resolution that the Strata Company resolve to raise approved levy amounts for this financial year as follows:

Administrative Contribution: \$20,336.00

From	To	Due	Admin Fund	Per Lot Entitlement
01 Jan 2024	31 Mar 2024	01 Jan 2024	\$4,466.99	\$40.61
01 Apr 2024	30 Jun 2024	01 Apr 2024	\$5,289.67	\$48.09
01 Jul 2024	30 Sep 2024	01 Jul 2024	\$5,289.67	\$48.09
01 Oct 2024	31 Dec 2024	01 Oct 2024	\$5,289.67	\$48.09
01 Jan 2024	31 Dec 2024		\$20,336.00	\$184.87

And further that subsequent levies will be continued on a quarterly basis until otherwise determined by the Strata Company at a general meeting.

Passed by Simple Majority

8.3. ANNUAL EXPENDITURE BUDGET – RESERVE FUND

By ordinary resolution that the Strata Company resolve to receive and accept the proposed Reserve Fund expenditure budget prepared and provided for the meeting for the financial year from 1st of January 2024 to 31st of December 2024

The approved budget amounts for the above noted financial year are as follows:

Reserve Fund: \$2,000.00

Passed by Simple Majority

8.4. LEVY CONTRIBUTIONS – RESERVE FUND

By ordinary resolution that the Strata Company resolve to raise approved levy amounts for this financial year as follows:

Reserve Fund:	\$2,000.00
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From	To	Due	Reserve Fund	Per Lot Entitlement
01 Jan 2024	31 Mar 2024	01 Jan 2024	\$500.00	\$4.55
01 Apr 2024	30 Jun 2024	01 Apr 2024	\$500.00	\$4.55
01 Jul 2024	30 Sep 2024	01 Jul 2024	\$500.00	\$4.55
01 Oct 2024	31 Dec 2024	01 Oct 2024	\$500.00	\$4.55
01 Jan 2024	31 Dec 2024		\$2,000.00	\$18.18

Passed by Simple Majority

8.5. EXPENDITURE BEYOND CURRENT PERIOD

By ordinary resolution the Strata Company resolve that the Council of Owners are authorised to spend at a rate that is consistent with the spend rate for the Current Period until next budget is approved at a general meeting.

Passed by Simple Majority

9. DEBT RECOVERY PROCEDURE

By ordinary resolution the Strata Company resolve to adopt the Debt Recovery procedure provided and attached.

Passed by Simple Majority

10. EXECUTION OF DOCUMENTS AND USE OF COMMON SEAL

By ordinary resolution that pursuant to Section 118 of the Act, the Strata Company hereby authorises the execution of any Strata Company documents that are required to be executed by application of the signature of two (2) members of the Council of Owners

Passed by Simple Majority

11. AUTHORITY TO SPEND

By ordinary resolution the Strata Company resolve that the Strata Manager have a delegated authority to spend up to the value of \$1000 for urgent or routine maintenance items.

Passed by Simple Majority

12. 10 YEAR PLAN

PASSED BY SIMPLE MAJORITY that the Strata Company review and accept the 10 year plan.

Passed by Simple Majority

13. GENERAL BUSINESS

This agenda item is a forum for discussion only and no resolution of the Strata Company will be facilitated within this item. Any other general business to be referred to the Council of Owners for further consideration.

Notes

The strata company has instructed the strata manager to request the insurance team to remove the loss of rent coverage from their policy and to follow up on further information regarding common contents.

The owner of Lot 2 has requested the strata manager to inspect O'Neil records to confirm whether the service and cleaning of the stormwater pumps outlined in the 10-year maintenance plan were previously carried out. The strata manager will obtain quotes to submit to the council of owners for approval.

14. NEXT ANNUAL GENERAL MEETING

To discuss and confirm the date, time and location of the Annual General Meeting for the forthcoming year.

Notes

March 2025
10:00AM via zoom

15. MEETING CLOSE

There being no further business to discuss, the meeting was declared closed at **11:00 AM**.

Strata Plan No. SP 36634
6 Lansing Street, Queens Park WA 6107
Statement of Financial Performance
FOR THE PERIOD 01 January 2023 TO 31 December 2023

Statement of Financial Performance	ACTUAL	BUDGET	ACTUAL LAST YEAR
	01/01/2023-31/12/2023	01/01/2023-31/12/2023	01/01/2022-31/12/2022
Administrative Fund			
INCOME			
143000 - Levies Due - Admin	\$17,868.07	\$17,868.00	\$15,400.00
142500 - Interest on Arrears--Admin	\$25.62	\$0.00	\$0.00
146600 - Recovery Costs GL - Admin	\$252.00	\$0.00	\$33.00
148100 - Status Certificate Fees	\$0.00	\$0.00	\$840.00
TOTAL ADMINISTRATIVE FUND INCOME	\$18,145.69	\$17,868.00	\$16,273.00
EXPENDITURE - ADMINISTRATIVE FUND			
150300 - Admin--Accounting and Taxation Services	\$420.00	\$0.00	\$0.00
152750 - Admin--Debt Collection Fees	\$252.00	\$0.00	\$33.00
154000 - Admin--Fees and Permits	\$0.00	\$0.00	\$840.00
155000 - Admin--Software & Compliance Fee	\$116.96	\$0.00	\$0.00
158000 - Admin-- Strata Admin - Additional Fees	\$220.00	\$0.00	\$0.00
158500 - Admin--Strata Management Fee	\$3,410.00	\$3,300.00	\$3,300.00
170750 - Insurance--Premiums	\$11,546.87	\$10,668.00	\$9,441.02
183000 - Maint Bldg--General Repairs	\$2,676.00	\$1,000.00	\$0.00
194750 - Maint Grounds--Lawns & Gardening	\$1,991.00	\$2,500.00	\$1,364.00
198250 - Utility--Electricity	\$0.00	\$250.00	\$75.69
199750 - Utility--Water & Sewerage	\$0.00	\$150.00	\$0.00
TOTAL ADMIN EXPENDITURE	\$20,632.83	\$17,868.00	\$15,053.71
SURPLUS/DEFICIT	\$(2,487.14)	\$0.00	\$1,219.29
OPENING ADMIN BALANCE	\$19,772.00	\$19,772.00	\$18,552.71
ADMINISTRATIVE FUND BALANCE	\$17,284.86	\$19,772.00	\$19,772.00

Statement of Financial Performance

ACTUAL

BUDGET

ACTUAL LAST YEAR

01/01/2023-31/12/2023

01/01/2023-
31/12/202301/01/2022-
31/12/2022

Reserve Fund

INCOME

243000 - Levies Due--Sinking	\$2,000.24	\$2,000.00	\$2,000.02
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242500 - Interest on Arrears--Capital Works	\$3.23	\$0.00	\$0.00
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TOTAL RESERVE FUND INCOME	\$2,003.47	\$2,000.00	\$2,000.02
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EXPENDITURE - RESERVE FUND

252000 - Admin--Other Expenses--Sinking	\$0.00	\$2,000.00	\$0.00
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TOTAL CAPITAL EXPENDITURE	\$0.00	\$2,000.00	\$0.00
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SURPLUS/DEFICIT

	\$2,003.47	\$0.00	\$2,000.02
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OPENING CAPITAL BALANCE	\$8,289.82	\$8,289.82	\$6,289.80
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RESERVE FUND BALANCE	\$10,293.29	\$8,289.82	\$8,289.82
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**Statement of Financial Position
AS AT 31 December 2023**

Date : 03/01/2024
Time : 16:01
Username : Ai Vee Ho
Client Position : Management

Strata Plan No. SP 36634	6 Lansing Street, Queens Park WA 6107	
	Actual 01/01/2023 - 31/12/2023	Actual 01/01/2022 - 31/12/2022
<u>Owners Funds:</u>		
Administrative Fund		
Operating Surplus/Deficit--Admin	\$(2,487.14)	\$1,219.29
Owners Equity--Admin	\$19,772.00	\$18,552.71
	<hr/> \$17,284.86	<hr/> \$19,772.00
Reserve Fund		
Operating Surplus/Deficit--Capital Works	\$2,003.47	\$2,000.02
Owners Equity--Capital Works	\$8,289.82	\$6,289.80
	<hr/> \$10,293.29	<hr/> \$8,289.82
Net Owners Funds	<hr/> \$27,578.15	<hr/> \$28,061.82
<u>Represented by:</u>		
<u>Assets</u>		
Administrative Fund		
Cash at Bank--Admin	\$19,221.14	\$19,388.84
Receivable--Levies--Admin	\$0.00	\$350.16
Interest Receivable--Levies--Admin	\$1.17	\$0.00
Receivable Owners - Admin	\$93.00	\$33.00
	<hr/> \$19,315.31	<hr/> \$19,772.00
Reserve Fund		
Cash at Bank--Capital Works	\$10,520.43	\$8,244.35
Receivable--Levies--Capital Works	\$0.00	\$45.47
Interest Receivable GL - Capital Works	\$0.11	\$0.00
	<hr/> \$10,520.54	<hr/> \$8,289.82
Unallocated Money	<hr/> \$0.00	<hr/> \$0.00
Total Assets	<hr/> \$29,835.85	<hr/> \$28,061.82
<u>Less Liabilities</u>		
Administrative Fund		
Prepaid Levies--Admin	\$2,030.45	\$0.00
	<hr/> \$2,030.45	<hr/> \$0.00
Reserve Fund		
Prepaid Levies--Capital Works	\$227.25	\$0.00
	<hr/> \$227.25	<hr/> \$0.00
Unallocated Money	<hr/> \$0.00	<hr/> \$0.00
Total Liabilities	<hr/> \$2,257.70	<hr/> \$0.00
Net Assets	<hr/> \$27,578.15	<hr/> \$28,061.82



**Comparative Budget
to apply from 01/01/2024 -
31/12/2024**

Date : 13/02/2024
Time : 17:25
Username : Vandana Rajagopal
Client Position : Management

6 Lansing Street, QUEENS PARK - SP 36634 ABN: 73 997 042 060

	Administrative Fund		
	Proposed Budget	Previous Year Actuals	Previous Year Budget
Revenue			
143000 Levies Due - Admin	20,336.00	17,868.07	17,868.00
142500 Interest on Arrears--Admin	0.00	25.62	0.00
146600 Recovery Costs GL - Admin	0.00	252.00	0.00
Total revenue	20,336.00	18,145.69	17,868.00
Less expenses			
150300 Admin--Accounting and Taxation Services	300.00	420.00	0.00
152750 Admin--Debt Collection Fees	0.00	252.00	0.00
155000 Admin--Software & Compliance Fee	351.00	116.96	0.00
158000 Admin-- Strata Admin - Additional Fees	0.00	220.00	0.00
158500 Admin--Strata Management Fee	3,685.00	3,410.00	3,300.00
170750 Insurance--Premiums	12,500.00	11,546.87	10,668.00
183000 Maint Bldg--General Repairs	1,000.00	2,676.00	1,000.00
194750 Maint Grounds--Lawns & Gardening	2,500.00	1,991.00	2,500.00
198250 Utility--Electricity	0.00	0.00	250.00
199750 Utility--Water & Sewerage	0.00	0.00	150.00
Total expenses	20,336.00	20,632.83	17,868.00
Surplus/Deficit	0.00	(2,487.14)	0.00
Opening balance	17,284.86	19,772.00	19,772.00
Closing balance	\$17,284.86	\$17,284.86	\$19,772.00
Total units of entitlement	110.00	110.00	110.00
Levy contribution per unit entitlement	\$184.87	\$162.44	\$162.44
Budgeted standard levy revenue	20,336.00	17,868.00	17,868.00
Add GST	0.00	0.00	0.00
Amount to raise in levies including GST	\$20,336.00	\$17,868.00	\$17,868.00

	Reserve Fund		
	Proposed Budget	Previous Year Actuals	Previous Year Budget
Revenue			
243000 Levies Due--Sinking	2,000.00	2,000.24	2,000.00
242500 Interest on Arrears--Capital Works	0.00	3.23	0.00
Total revenue	2,000.00	2,003.47	2,000.00
Less expenses			
252000 Admin--Other Expenses--Sinking	2,000.00	0.00	2,000.00
Total expenses	2,000.00	0.00	2,000.00
Surplus/Deficit	0.00	2,003.47	0.00
Opening balance	10,293.29	8,289.82	8,289.82
Closing balance	\$10,293.29	\$10,293.29	\$8,289.82
Total units of entitlement	110.00	110.00	110.00
Levy contribution per unit entitlement	\$18.18	\$18.18	\$18.18
Budgeted standard levy revenue	2,000.00	2,000.00	2,000.00
Add GST	0.00	0.00	0.00
Amount to raise in levies including GST	\$2,000.00	\$2,000.00	\$2,000.00



Proposed Contribution Schedule to apply from 01 January 2024

6 Lansing Street, Queens Park WA 6107 - SP 36634

Annual levy instalments that would apply to each lot if proposed budgets are accepted by the general meeting:

Lot Number	Unit	Lot Liability	Administrative Fund	Reserve Fund	Annual Total
1	1	10.00	1,848.72	181.84	2,030.56
2	2	10.00	1,848.72	181.84	2,030.56
3	3	10.00	1,848.72	181.84	2,030.56
4	4	10.00	1,848.72	181.84	2,030.56
5	5	10.00	1,848.72	181.84	2,030.56
6	6	10.00	1,848.72	181.84	2,030.56
7	7	10.00	1,848.72	181.84	2,030.56
8	8	10.00	1,848.72	181.84	2,030.56
9	9	10.00	1,848.72	181.84	2,030.56
10	10	10.00	1,848.72	181.84	2,030.56
11	11	10.00	1,848.72	181.84	2,030.56
		110.00	\$20,336.04	\$2,000.04	\$22,336.04

Notice of Levies due in July 2024

Anita Chechi & Sethi
382A Fisher Street
CLOVERDALE WA 6105

Issued 22/05/2024 on behalf of:

6 Lansing Street,
QUEENS PARK - SP 36634
ABN: 73 997 042 060

for Lot:8 Unit:8
Anita Chechi & Sethi
6 Lansing Street,
QUEENS PARK WA 6107

Due Date	Details	Administrative Fund	Reserve Fund	Total
01/07/2024	Admin & Reserve Fund Levy((01/07/2024 - 30/09/2024))	480.88	45.45	526.33
	Total levies due in month	480.88	45.45	526.33

Total of this levy notice	\$ 526.33
Levies in Arrears	\$ 0.00
Interest on Levies in Arrears*	\$ 0.00
Owner invoices	\$ 0.00
Special levies(not yet due)	\$ 0.00
Subtotal of amount due	\$ 526.33
Prepaid	\$ 0.00
Total Amount Due	\$ 526.33

Late Payment: If payment is not made by the due date, interest may be charged at an annual rate of 11%. If this invoice is not paid in full within 28 days from the due date of this invoice debt recovery fees may be incurred.

Credit cards are not accepted by Australia Post.
PLEASE NOTE. EFFECTIVE 1/3/22 CASH PAYMENTS
ARE NO LONGER ACCEPTED AT AUSTRALIA POST.

Payment Due 01/07/2024



Oakfield Strata

DEFT Reference Number
29848298500003663488

Visit deft.com.au to pay by card or direct debit. Payments may attract a surcharge.



***496 298482985 00003663488**

Pay in-store at Australia Post by eftpos or cheque.

Internet & Telephone Banking - BPAY Make this payment from your preferred bank account or card.

Mail Payment

Please detach this payment slip and mail with your cheque to:

DEFT PAYMENT SYSTEMS, LOCKED BAG 2501, PERTH WA 6001

All cheques must be made payable to:
Macquarie Bank for SP 36634



Billers Code: 96503
Ref: 29848298500003663488

Total due : \$ 526.33

Account Credits : \$ 0.00

+298482985 00003663488<

000052633<2+



Issue date: 14 August 2023

Certificate of Insurance

This document certifies that the policy referred to below is currently intended to remain in force until 4.00pm on the expiry date shown in the Period of Insurance below and will remain in force until that date, unless the policy is cancelled, lapsed, varied or otherwise altered in accordance with the relevant policy conditions or the provisions of the "Insurance Contracts Act, 1984".

INSURED:	The Owners of Strata Plan 36634	
INTERESTED PARTY(S):	Name	Classification
DESCRIPTION OF INSURED BUSINESS:	Residential Strata	
SITUATION OF RISK:	6 LANSING STREET, QUEENS PARK, WA 6107	
SECTION 1:	<u>Property - Physical Loss, Destruction or Damage</u> Buildings - \$4,767,145.00 Common Contents - \$47,671.00	
SECTION 2:	<u>Voluntary Workers Personal Accident</u> Accidental Death & Disablement - Insured Weekly Benefits - Insured	
SECTION 3:	<u>Office Bearers' Liability</u> Limit of Indemnity - \$1,000,000.00 in the aggregate Period of Insurance	
SECTION 4:	<u>Fidelity Guarantee</u> Limit - \$100,000.00 in the aggregate Period of Insurance	
SECTION 6:	<u>Public Liability</u> Limit of Indemnity - \$10,000,000.00 each and every Occurrence	
SECTION 7:	<u>Government Audit Costs, Workplace Health and Safety Breaches and Legal Expenses</u> (a) Taxation and Audit Costs Limit of Indemnity - \$30,000 in the aggregate Period of Insurance (b) Workplace Health and Safety Breaches Limit of Indemnity - \$150,000 in the aggregate Period of Insurance (c) Legal Defence Expenses Limit of Indemnity - \$50,000 in the aggregate Period of Insurance	
POLICY NUMBER:	LNG-STR-20178100	
PERIOD OF INSURANCE:	26 August 2023 expiring on 26 August 2024 at 4pm Local Standard Time	
INSURER:	Chubb Insurance Australia Limited	

This certificate has been arranged by Us in our capacity as agents for the insurer/s named above. It does not reflect in detail the policy terms or conditions and merely provides a very brief summary of the insurance that is in existence at the date we have issued this certificate. If you wish to review the details of the policy terms, conditions, restrictions, exclusions or warranties, you must refer to the policy wording, schedule and any other associated policy document.

DISCLAIMER - In arranging this certificate, we do not guarantee that the insurance outlined will continue to remain in force for the period referred to as the policy may be cancelled or altered by either party to the contract at any time in accordance with the terms and conditions of the policy or in accordance with the terms of the Insurance Contracts Act 1984. We accept no responsibility or liability to advise any party who may be relying on this certificate of such alteration or cancellation to the policy of insurance.

This policy is issued by Longitude Insurance Pty Ltd (ABN 86 152 337 267) as an Authorised Representative (AR 424867) of Austagencies Pty Ltd (ABN 76 006 09 464) (Austagencies). Austagencies have binding authority from Chubb Insurance Australia Limited (ABN 23 001 642 020, AFSL 239687).



Orders and Requisitions Certificate

Agent:	Centrewest Settlements
Your EAS Reference:	EAS 66468864
Our Reference:	170.0622
Email Address:	centrewest@iinet.net.au
Date Sent:	17-Apr-2024
Lot Details:	Lot 8 SP 36634
Property Address:	8/6 Lansing Street QUEENS PARK WESTERN AUSTRALIA 6107
Settlement Date:	30/04/2024

With reference to your queries on the above allotment, please note that the following advice currently applies in respect of City of Canning's requirements:

- A) ZONING: **R30 RESIDENTIAL**
- B) BUSH FIRE PRONE AREA: **NO KNOWN RISK**
- C) GUIDED DEVELOPMENT SCHEME AREA: **SUBJECT TO TERMS AND CONDITIONS OF THE CITY OF CANNING TOWN PLANNING SCHEME NO. 21 – QUEENS PARK / EAST CANNINGTON GUIDED DEVELOPMENT SCHEME**
- D) ACID SULPHATE SOIL RISK: **MODERATE TO LOW RISK**
- E) HERITAGE CONSTRAINTS: **NIL**
- F) PROPOSED ROAD WIDENING/RESTRICTED CONVENANTS/EASEMENTS: **NIL**
- G) STORMWATER DRAINAGE HEADWORKS: **N/A**
- H) FLOOD RISK IDENTIFIED: **NO KNOWN RISK**
- I) SIGNIFICANT TREES: **NIL**
- J) LEGAL AGREEMENTS WITH THE CITY OF CANNING: **PLEASE REFER TO THE CERTIFICATE OF TITLE FOR ANY REGISTERED LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS.**
- K) OUTSTANDING BUILDING ORDERS: **NIL**
- L) SWIMMING POOL: **NIL** COMPLIANT: **NIL**
- M) BUILDING LICENCE ISSUED DATE (RESIDENCE/BUILDING): **01/12/1998**
- N) HOME INDEMNITY INSURANCE: **N/A**
- O) OUTSTANDING HEALTH ORDERS ISSUED AGAINST LAND OR BUILDINGS: **NIL**
- P) NON COMPLIANT VERGE TREATMENT: **UNKNOWN. OWNER RESPONSIBILITY TO DETERMINE COMPLIANCE WITH THE CITY'S LOCAL GOVERNMENT & PUBLIC PLACES LOCAL LAW 2021. CONTACT THE CITY'S CITY GREENING TEAM FOR FURTHER ADVICE.**
- Q) CURRENT & OUTSTANDING RATES, CHARGES & PENALTIES, etc: **PREVIOUSLY SENT UNDER SEPARATE COVER.**

Yours faithfully,

Michael Littleton **Chief Executive Officer**



NOTICE TO ENQUIRERS

Enquirers should note that if further information is required, they should write to the relevant City of Canning department. The City may not possess all data which is relevant to the use of and construction of the Lot. Enquirers should satisfy themselves that any existing or proposed use of the Lot is permissible under the Local Planning Scheme.

Further information regarding building approvals i.e. patios, sheds on the property, occupancy permits or copies of insurance documents are an additional search not included in this document. An "Archival Search for Building Records" request form can be located on the City's website. Consent from the current owners and payment of a search fee is required for this information.

The City encourages all new property owners to review the existing **verge treatment** of the property being purchased, for compliance with the City's Local Laws, to ensure only approved verge treatments are installed. A permissible verge treatment is – (a) the planting and maintenance of a lawn; (b) the planting and maintenance of a garden provided that— (i) clear sight visibility is maintained at all times for a person using the abutting street in the vicinity of an intersection or bend in the street or using a driveway on land adjacent to the street for access to or from the street; (ii) plantings are maintained at a height no greater than 0.7 metres; (iii) where there is no path, a pedestrian has safe and clear access of a minimum width of 1.5 metres along that part of the verge immediately adjacent to the kerb; (iv) it does not include a wall or built structure; (v) it is not of a thorny, poisonous or hazardous nature; and (c) the installation over no more than one third of the area of the verge (including any approved vehicle crossing and/or footpath) of an acceptable material and, on the balance of the verge, the installation of mulch or a permissible verge treatment in accordance with paragraph (a) or (b).

The City, in providing this response to enquiries concerning properties, endeavours to provide a convenient service, but is unable to carry out detailed research or to make a careful check of accuracy of all information. Any person seeking to rely on information for contractual or other purposes, where inaccuracy may lead to loss or damage, must check the information independently and the City will co-operate to the extent reasonably possible if a request for that purpose is made; otherwise the City disclaims any liability for loss or damage arising from any omission or inaccuracy on the information herein.