

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



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000011584953

WHITE HOUSE
PROPERTY PARTNERS

NOTICE: Contracts must be lodged with the Office of State Revenue for duty assessment within two (2) months of the date the last person executes the Contract
WARNING - If the Buyer is not an Australian Citizen or Permanent Resident or a New Zealand Citizen then FIRB approval (and a special condition to this Contract) may be required and additional Duty will be payable. Any non Australian resident will need to give the ATO notice of their purchase within 30 days after settlement.
WARNING - A Withholding Amount **may** apply to this Contract (see 2022 General Condition 3.7).
WARNING - If GST is relevant to this transaction then the relevant GST provision should be outlined in the Special Conditions or in an attached GST Annexure, which forms part of this Contract.

TO:	GOLD PARK PTY LTD T/A WHITE HOUSE PROPERTY PARTNERS - TRIENNIAL NO. RA78004		
Address	ACN: 633 983 285 ABN: 21 633 983 285		
	45 CANNING HIGHWAY		
Suburb	EAST FREMANTLE	State	WA
		Postcode	6158

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: PROVIDED TO AGENT

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:

<input type="checkbox"/> Sole owner	<input type="checkbox"/> Joint Tenants	<input type="checkbox"/> Tenants in Common specify the undivided shares	

SCHEDULE

The Property at:				
Address	16/36 QUEEN VICTORIA STREET			
Suburb	FREMANTLE	State	WA	
		Postcode	6160	
Lot	16	Deposited/Survey/Strata/Diagram/Plan	63644	
Whole / Part	Vol	2917	Folio	915

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

to be held by WHITE HOUSE PROPERTY PARTNERS REBA TRUST ACCOUNT TC 78004

("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, WINDOW TREATMENTS, LIGHT FITTINGS, FIXTURES & FITTINGS.

GST WITHHOLDING

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

FINANCE CLAUSE IS APPLICABLE	FINANCE CLAUSE IS NOT APPLICABLE
LENDER/	
MORTGAGE BROKER (NB: If blank, can be any)	
LATEST TIME: 4pm on:	
AMOUNT OF LOAN:	
SIGNATURE OF BUYER	

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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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WHITE HOUSE
PROPERTY PARTNERS

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:
 - (i) they have made inquiries about the Buyer's requirements and objectives under this Contract;
 - (ii) they have conducted a "preliminary assessment" pursuant to sections 116 and 117 of the Credit Protection Act of the suitability of the credit contract proposed for the Buyer arising from the Finance Application; and
 - (iii) they have assessed that proposed credit contract as being unsuitable for the Buyer; or
- (2) the Finance Application to a Lender has been rejected.

2. Acceptance of an offer by one Party to the other Party will be sufficiently communicated by the accepting Party to the other Party if verbal or written notification is given by the accepting Party or their Representative or Real Estate Agent that the accepting Party has signed the Contract.
3. The 2022 General Conditions together with the Annexure of Changes to the 2022 General Conditions Caused by changes to the transfer of Land Act 1893 are incorporated into this Contract so far as they are not varied by or inconsistent with the Conditions or Special Conditions of this Contract.
4. The parties consent to the information in this Contract being used/disclosed by REIWA and the Seller Agent in accordance with the privacy collection notices pursuant to the Australian Privacy Principles that appear on the REIWA and Seller Agent's websites.

SPECIAL CONDITIONS

1. ANNEXURE 'A' FORMS PART OF THIS CONTRACT - STATE GOVERNMENT REGULATIONS.

2. THE BUYER/S ACKNOWLEDGE THAT THE PROPERTY IS ON THE CITY OF FREMANTLE'S MUNICIPAL HERITAGE INVENTORY - ANNEXURE 'B'.

3. THE BUYER/S ARE AWARE OF AND ACKNOWLEDGE DOCUMENTS L821780, N491123, N491124, N491125

4. THE BUYERS ARE AWARE THE PROPERTY IS CURRENTLY TENANTED ON A FIXED TERM LEASE AT \$720.00 PER WEEK UNTIL 25TH OCTOBER 2025 AND THAT VACANT POSSESSION WILL NOT BE PROVIDED AT SETTLEMENT

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WHITE HOUSE
PROPERTY PARTNERS

SPECIAL CONDITIONS - Continued

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

Signature	Date	Signature	Date
Signature	Date	Signature	Date

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

Name			
Address			
Suburb		State	Postcode
Name			
Address			
Suburb		State	Postcode

EMAIL: The Seller consents to Notices being served at: **PROVIDED TO AGENT**

[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. **CoT, Annexure A, B**

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

RECEIPT OF DOCUMENTS
The Seller acknowledges receipt of the following documents:
1. This offer and acceptance 2. 2022 General Conditions
3. **CoT, Annexure A, B**

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		
Signature		

ANNEXURE (A)

**STATE GOVERNMENT REGULATIONS
SWIMMING POOL/SPA
SMOKE ALARM(S)
RCDs**

This Annexure forms part of the Contract for the Sale of Land and/or Strata Title for the Property at

16/36 QUEEN VICTORIA STREET, FREMANTLE, WA 6160

The Seller represents and warrants to the Buyer that at Settlement:

1.

Swimming Pool/Spa
~~a) the swimming pool/spa mechanical and electrical plant and equipment will be in good working order;~~
~~b) the pool/spa safety barriers will comply with the requirements of all Authorities; and~~
~~c) the Buyer will not be required to undertake any works to the pool/spa safety barriers.~~
2.

Smoke Alarms
a) the Property will meet the requirements of the deemed-to-satisfy provisions concerning smoke alarms or smoke hazard management under the Building Code applicable at the time of installation; and
b) each smoke alarm necessary to meet those requirements was installed less than 10 years before the Settlement Date; and
c) each smoke alarm referred to in paragraph (b) is or will be in working order; and
d) if a smoke alarm referred to in paragraph (b) was, at the time of its installation, required to be connected to the mains power supply to meet those requirements -
(i) the alarm is permanently connected to the mains power supply; or
(ii) if, in relation to the alarm, the use of the battery powered smoke alarm has been approved by the local government authority, the alarm has a 10 year battery life that cannot be removed.
3.

Residual Current Devices
* Delete either 3(a) or 3(b)
a) (i) at least two Residual Current Devices (RCDs) are installed to the residential premises.
(ii) the RCDs protect all power point and lighting final subcircuits to comply with the Electricity Regulations 1947 ("the Regulations"); **OR**
~~b) the Seller has received an exemption from Energy Safety (see attached). The exemption has been granted because the residential premises do not have a switchboard or the switchboard does not accommodate two RCDs and an inspector (under the Regulations) has provided a written notice that it is impractical to install two RCDs, but the Seller has installed one RCD to the residential premises.~~
c) residential premises means premises that constitute or are intended to constitute a place of residence at the Property.

Buyer

Seller

Date

Date

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 _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____



[Home](#)
[Contact Us](#)

ANNEXURE 'B'

inHerit
Our heritage places

Links

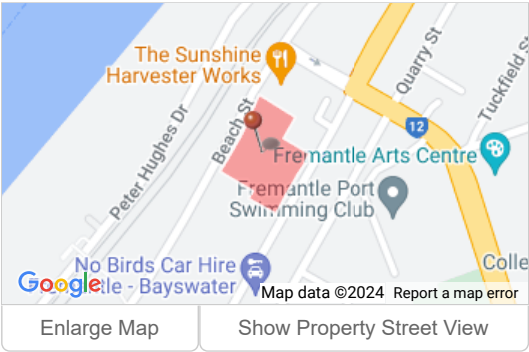
- [Feedback Form](#)

[Print this record](#) | [New search](#)

Dalgety Wool Stores (fmr)

AUTHOR z Fremantle ARCHIVED 201216

PLACE NUMBER 15820



LOCATION
36 Queen Victoria St Fremantle

LOCATION DETAILS

OTHER NAME(S)
Fort Knox Self Storage

LOCAL GOVERNMENT Fremantle **REGION** Metropolitan

CONSTRUCTION DATE

DEMOLITION YEAR N/A

Statutory Heritage Listings

TYPE	STATUS	DATE	DOCUMENTS	MORE INFORMATION
Heritage List	YES	08 Mar 2007		City of Fremantle
Heritage Agreement	YES	10 Nov 2016	Text of the Heritage Agreement	Heritage Council
State Register	Registered	11 Apr 2008	Register Entry Assessment Documentation	Heritage Council

Heritage Council Decisions and Deliberations

TYPE	STATUS	DATE	DOCUMENTS
(no listings)			

Other Heritage Listings and Surveys

TYPE	STATUS	DATE	GRADING/MANAGEMENT		MORE INFORMATION
			CATEGORY	DESCRIPTION	
Municipal Inventory	Adopted	18 Sep 2000	Level 1A	more	City of Fremantle

Statement of Significance
Refer to HCWA's Assessment Documentation of Places for Entry in the Register of Heritage Places.
[more](#)

Physical Description
Refer to HCWA's Assessment Documentation of Places for Entry in the Register of Heritage Places.
[more](#)
Multi storey brick building which has a saw tooth roof and zero setback

History
Refer to HCWA's Assessment Documentation of Places for Entry in the Register of Heritage Places.
[more](#)

State Heritage Office library entries

LIBRARY ID	TITLE	MEDIUM	YEAR OF PUBLICATION
9502	Dalgety Wool Store (fmr). Fort Knox redevelopment - building 'D': archival record of existing 1942/1952 single storey building on Lot 268 Beach Street, Fremantle.	Archival Record	2010
7601	Dalgety Wool Store (former) Fremantle : Conservation Management Plan draft for comment	Heritage Study (Cons'n Plan)	2005

LIBRARY ID	TITLE	MEDIUM	YEAR OF PUBLICATION
11398	Dalgety Wool Stores (Fmr) 36 Queen Victoria Street, Fremantle	Archival Record	2012
11399	Dalgety Wool Store (Fmr), Fremantle Interpretation Strategy	Heritage Study {Other}	2014

show categories

Creation Date08 Nov 2005

Last Update22 Mar 2019

Publish place record online (inHerit):Approved

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[wa.gov.au](#)
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Last Updated:13 Dec 2023 (ver 1.3.6.125)
Web development by [Agile Computing](#)

Our Heritage What makes us Western Australian

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WESTERN



AUSTRALIA

TITLE NUMBER

Volume

2917

Folio

915

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 16 ON STRATA PLAN 63644

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

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

AS JOINT TENANTS

(T P730370) REGISTERED 3/10/2023

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

1. INTERESTS NOTIFIED ON THE STRATA PLAN AND ANY AMENDMENTS TO LOTS OR COMMON PROPERTY NOTIFIED THEREON BY VIRTUE OF THE PROVISIONS OF THE STRATA TITLES ACT OF 1985 AS AMENDED.
2. **L821780** MEMORIAL. HERITAGE OF WESTERN AUSTRALIA ACT 1990. LODGED 29/12/2011.
3. **N491123** NOTIFICATION CONTAINS FACTORS AFFECTING THE WITHIN LAND. LODGED 23/11/2016.
4. **N491124** NOTIFICATION CONTAINS FACTORS AFFECTING THE WITHIN LAND. LODGED 23/11/2016.
5. **N491125** MEMORIAL. HERITAGE OF WESTERN AUSTRALIA ACT 1990. LODGED 23/11/2016.
6. **Q075770** MORTGAGE TO WESTPAC BANKING CORPORATION REGISTERED 24/7/2024.

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

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

STATEMENTS:

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

SKETCH OF LAND: SP63644
PREVIOUS TITLE: 2821-239
PROPERTY STREET ADDRESS: **UNIT 16 36 QUEEN VICTORIA ST, FREMANTLE.**
LOCAL GOVERNMENT AUTHORITY: CITY OF FREMANTLE



STRATA PLAN 63644 SHEET 1 OF 15 SHEETS		EASEMENT BENEFIT (FOR BUILDING MAINTENANCE PURPOSES) SEE DP70561 AND INSTRUMENT M122538. EASEMENT BENEFIT [FOR BUILDING MAINTENANCE PURPOSES] SEE DP74213 AND INSTRUMENT M122539.		VER. 2	AMENDMENT AUDIT REQUIREMENTS	AUTHORISED BY H.M. MARTIN	DATE 06/01/2017
PLAN OF LOT 20 ON DP 70560 CERTIFICATE OF TITLE VOL 2821 FOL 239 LOCAL GOVERNMENT CITY OF FREMANTLE FIELD RECORD 137216 (SAM 5114) NAME OF SCHEME HEIRLOOM ADDRESS OF PARCEL 36 QUEEN VICTORIA STREET, FREMANTLE, WA 6160 MANAGEMENT STATEMENT YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> SURVEYOR'S CERTIFICATE - REG 54 I, HANNAH M. MARTIN do hereby certify that this plan is accurate and is a correct representation of the: (a) *survey; and/or (b) *calculations from measurements recorded in the field records, (* delete if inapplicable) undertaken for the purposes of this plan and that it complies with the relevant written law(s) in relation to which it is lodged. Hannah M Martin 2017/21/06 11:51:46 +0800 LICENSED SURVEYOR DATE 22-11-2016 LODGED DATE 22-11-2016 \$13424.50 FEE PAID ASSESS No. 129224 P.M. FRESSANGES EXAMINED DATE 6-1-2017 DATE 6-1-2017 WESTERN AUSTRALIAN PLANNING COMMISSION W.A.P.C. REF: Certificate of Approval of W.A.P.C. under Section 258(2) of Strata Titles Act 1985 Designated under S.16 P&O Act 2005 PLAN APPROVED INSPECTOR OF PLANS AND SURVEYS IS 18 Licensed Surveyors Act 1991 IN ORDER FOR DEALINGS SUBJECT TO Application to Register Strata Plan Prior to Lodgement of DP409803 See 704 of the TLA Assessment and Memorial Docs. FOR REGISTRAR OF TITLES DATE 6-1-2017 DATE 6-1-2017 REGISTERED APPLICATION DATE 6-1-2017 DATE 6-1-2017 REGISTRAR OF TITLES SEAL Landgate GOVERNMENT OF WESTERN AUSTRALIA		<p>FOR INTERESTS AND NOTIFICATIONS SEE SHEET 14</p> <p>LOCATION PLAN</p> <p>SCALE 1:750 AT A3 SIZE</p> <p>HELD BY LANDGATE IN DIGITAL FORMAT ONLY</p> <p>whelans Suite 4, First Floor, 40 Haster Road, Osborne Park WA 6007 Ph (08) 6241 3333 Fax (08) 6241 3300 S1109812080004-Spatial/Studio/drafting/1208sp1.dgn PP-12080-024-VER 10</p>					

63644

✓ 13m² 5.4
5.4 CB ✓

A	Pt.32	15m ²
B	Pt.33	8m ²
C	Pt.34	7m ²
D	Pt.35	8m ²
E	Pt.36	7m ²
F	Pt.17	8m ²
G	Pt.16	4m ²
H	Pt.52	4m ²
I	Pt.50	4m ²
J	Pt.49	4m ²
K	Pt.15	4m ²
L	Pt.14	4m ²
M	Pt.132	6m ²

8. For the other parts of lots 14^a-17 see sheet 7,
for the other parts of lots 32, 33 see sheet 8,
for the other parts of lots 34-36 see sheet 9,
for the other parts of lots 49 & 50 see sheets 11 & 13,
for the other parts of lot 52 see sheets 10 & 12,
for the other parts of lots 66 & 129 see sheets 5 & 7,
for the other parts of lot 112 see sheets 5, 10 & 12,
for the other parts of lots 113 & 177 see sheets 4^a, 10 & 12,
for the other parts of lot 124 see sheets 4 & 5,
for the other parts of lots 125-127 see sheet 4,
for the other parts of lot 132 see sheet 6,
for the other parts of lots 133 & 140 see sheets 5 & 6,
for the other parts of lots 134, 135, 138 & 139, see sheets 3 & 6,
for the other parts of lots 151 & 156 see sheets 5 & 8,
for the other parts of lots 152 see sheets 3 & 8,
for the other parts of lots 166 & 169 see sheets 3, 10 & 12,
for the other parts of lot 184 see sheet 5.

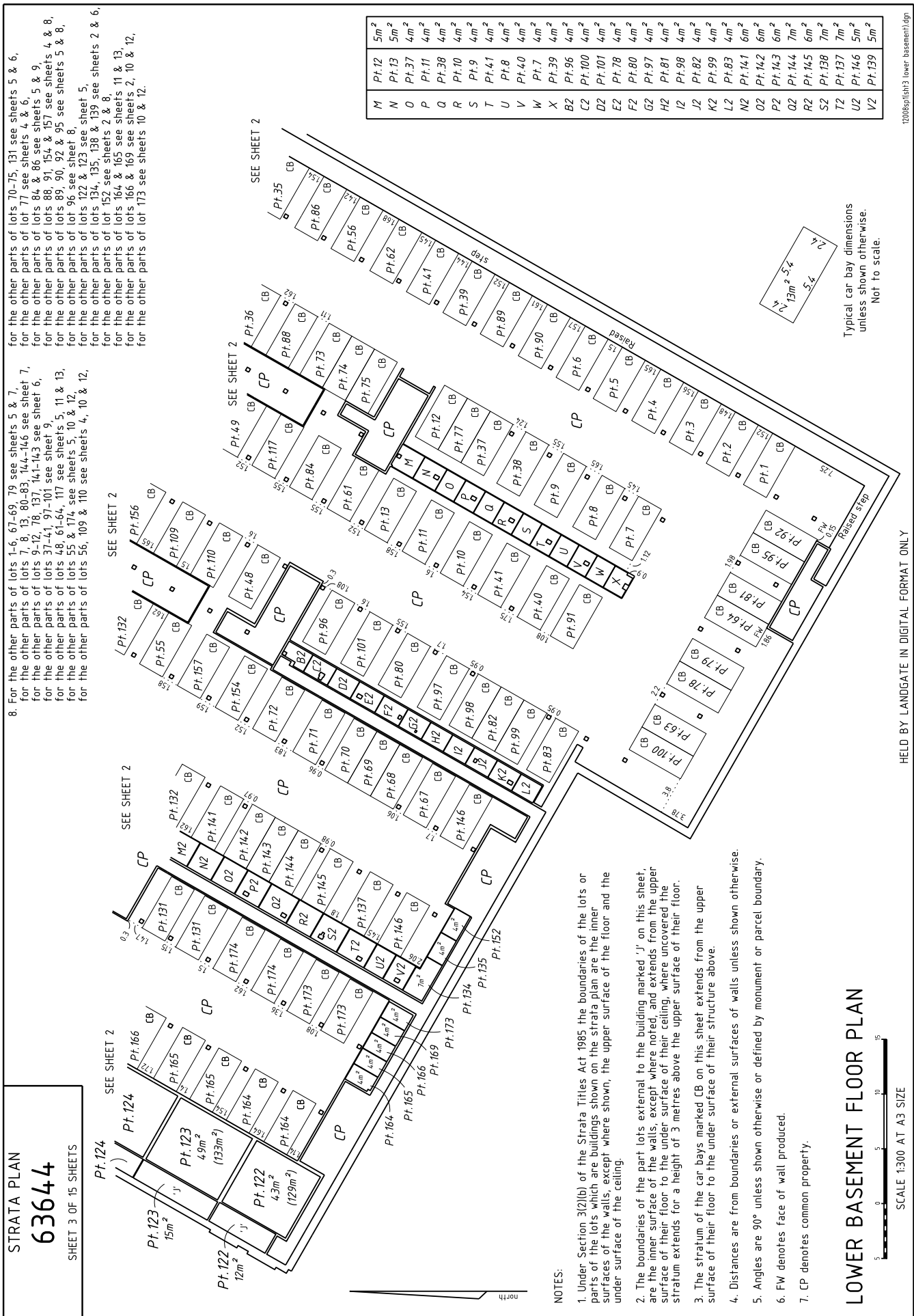


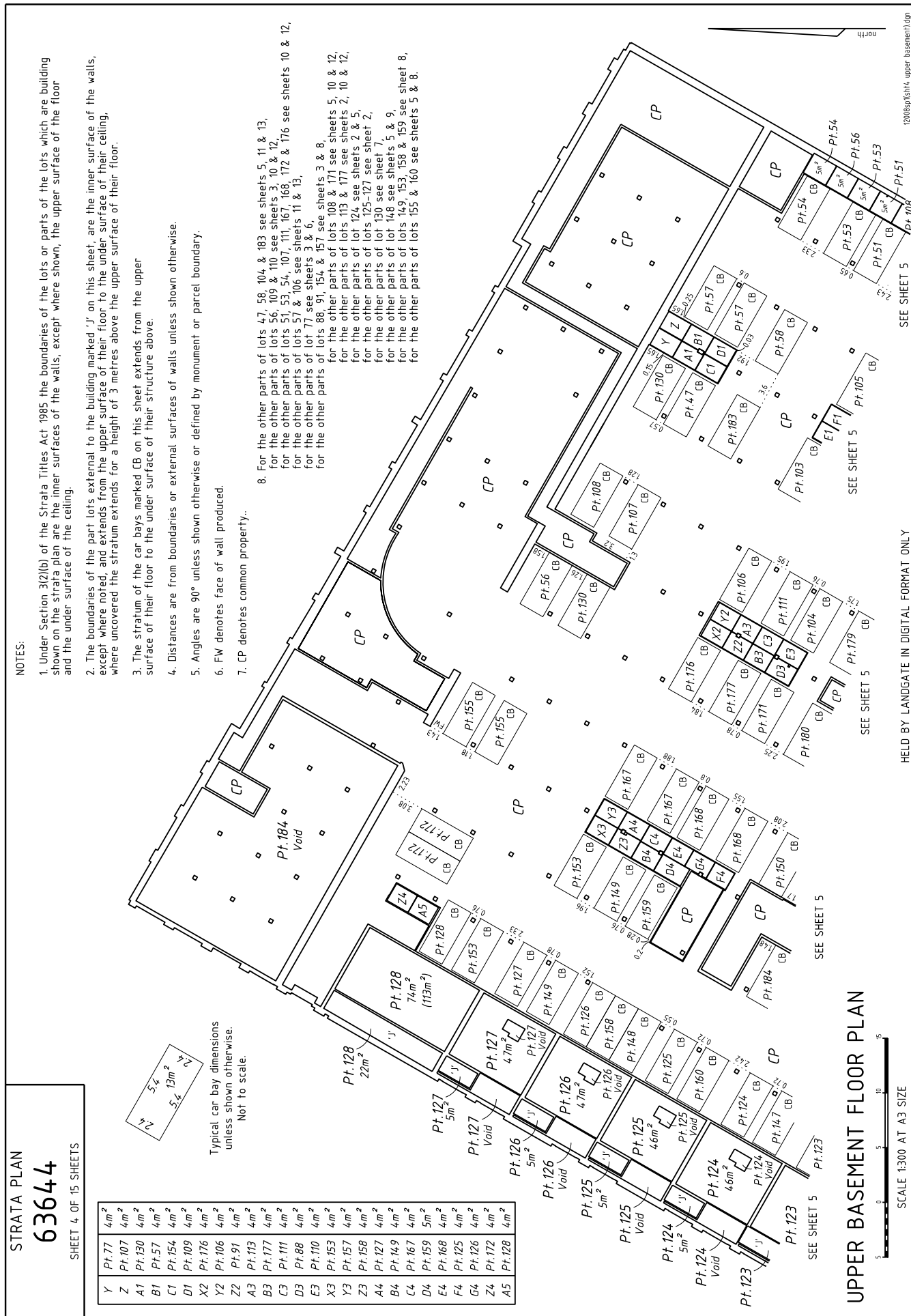
SCALE 1:300 AT A3 SIZE

HELD BY LANDGATE IN DIGITAL FORMAT ONLY

SEE SHEET 3

1200





63644

Pt. 124

for the other parts of lots 70-75 & 131 see sheets 3 & 6,
for the other parts of lot 76 see sheet 6,
for the other parts of lots 84 & 86 see sheets 3 & 9,
for the other parts of lots 89, 90, 92 & 95 see sheets 3 & 8,
for the other parts of lots 102 & 121 see sheet 11,
for the other parts of lots 108 & 171 see sheets 4, 10 & 12,
for the other parts of lot 112 see sheets 2, 10 & 12,
for the other parts of lots 114, 116, 170, 175, 178 & 179 see sheets 10 & 12,
for the other parts of lot 115 see sheet 10,
for the other parts of lot 124 see sheets 2 & 4,
for the other parts of lots 122 & 123 see sheet 3,
for the other parts of lots 133 & 140 see sheets 2 & 6,
for the other parts of lot 136 see sheets 6 & 8,
for the other parts of lots 151 & 156 see sheets 2 & 8,
for the other parts of lot 148 see sheets 4 & 9,
for the other parts of lots 155 & 160 see sheets 4 & 8,
for the other parts of lot 184 see sheet 2.

7

4

22

t. 122

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...wise.

s, except

of the

e car bay

n bound

of wall pr

2.1.3

2021

Typical car bay dimensions unless shown otherwise.
Not to scale.

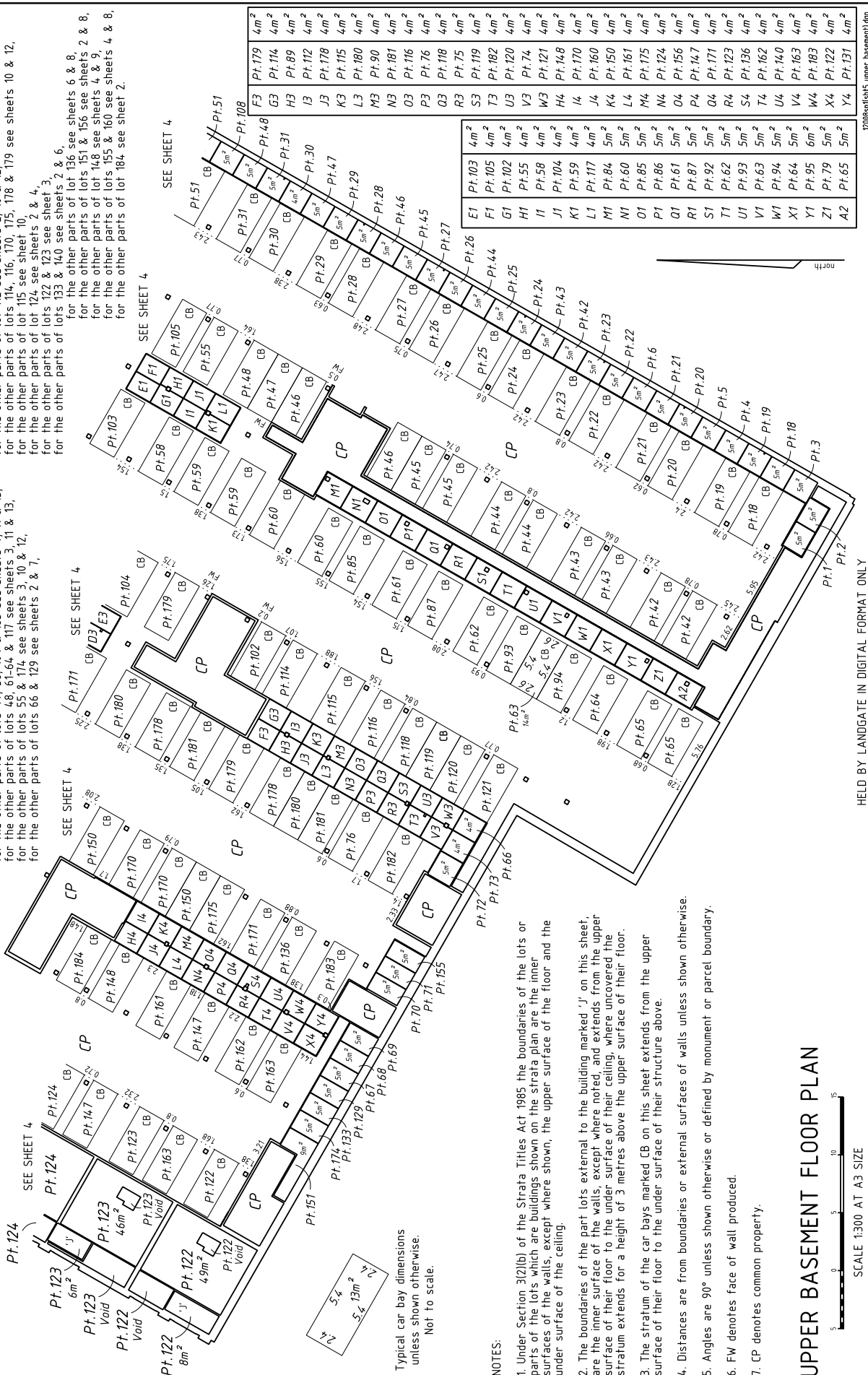
NOTES:

1. Under Section 3(2)(b) of the Strata Titles Act 1985 the boundaries of the lots or parts of the lots which are buildings shown on the strata plan are the inner surfaces of the walls, except where shown, the upper surface of the floor and the under surface of the ceiling.
2. The boundaries of the part lots external to the building marked 'j' on this sheet, are the inner surface of the walls, except where noted, and extends from the upper surface of their floor to the under surface of their ceiling, where uncovered the stratum extends for a height of 3 metres above the upper surface of their floor.
3. The stratum of the car bays marked CB on this sheet extends from the upper surface of their floor to the under surface of their structure above.
4. Distances are from boundaries or external surfaces of walls unless shown otherwise.
5. Angles are 90° unless shown otherwise or defined by monument or parcel boundary.
6. FW denotes face of wall produced.
7. CP denotes common property.

UPPER BASEMENT FLOOR PLAN

SCALE 1:300 AT A3 SIZE

HELD BY LANDGATE IN DIGITAL FORMAT ONLY



63644

Pt. 138 11m² (123m²)
 Pt. 137 10m² (99m²)
 Pt. 136 10m² (104m²)
 Pt. 135 10m² (118m²)
 Pt. 134 10m² (121m²)
 Pt. 133 10m² (119m²)
 Pt. 132 10m² (120m²)
 Pt. 131 10m² (118m²)
 Pt. 141 59m² (99m²)
 Pt. 142 59m² (98m²)
 Pt. 143 59m² (98m²)
 Pt. 144 59m² (98m²)
 Pt. 145 59m² (98m²)
 Pt. 146 59m² (98m²)
 Pt. 147 59m² (98m²)
 Pt. 148 59m² (98m²)
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 Pt. 190 59m² (98m²)
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 Pt. 192 59m² (98m²)
 Pt. 193 59m² (98m²)
 Pt. 194 59m² (98m²)
 Pt. 195 59m² (98m²)
 Pt. 196 59m² (98m²)
 Pt. 197 59m² (98m²)
 Pt. 198 59m² (98m²)
 Pt. 199 59m² (98m²)
 Pt. 200 59m² (98m²)

GROUND FLOOR PLAN

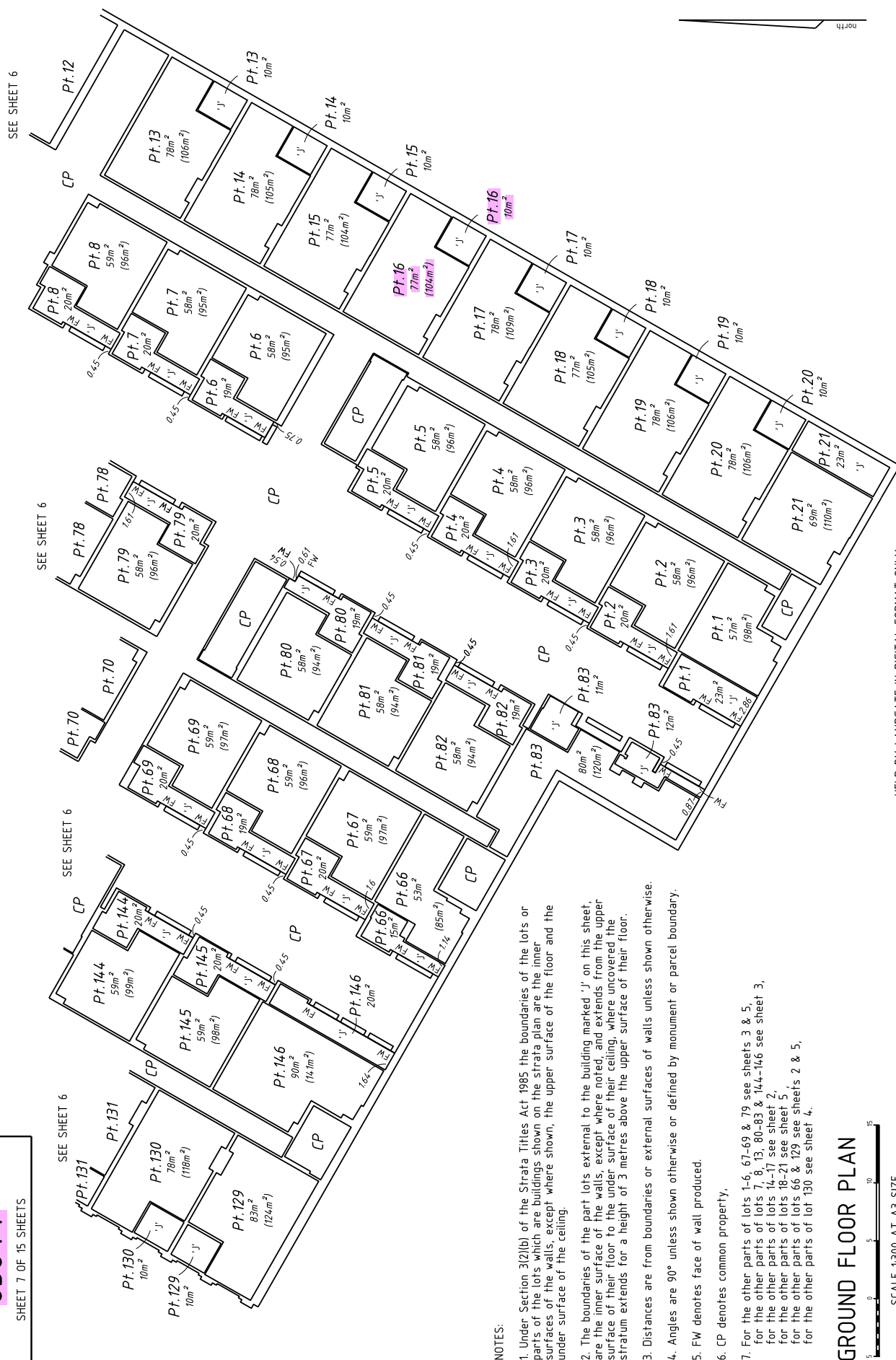
SCALE 1:300 AT A3 SIZE

HELD BY LANDGATE IN DIGITAL FORMAT ONLY

12008sp1(sht6 ground).dgn

63644

SHEET 7 OF 15 SHEETS



GROUND FLOOR PLAN

SCALE 1:300 AT A3 SIZE

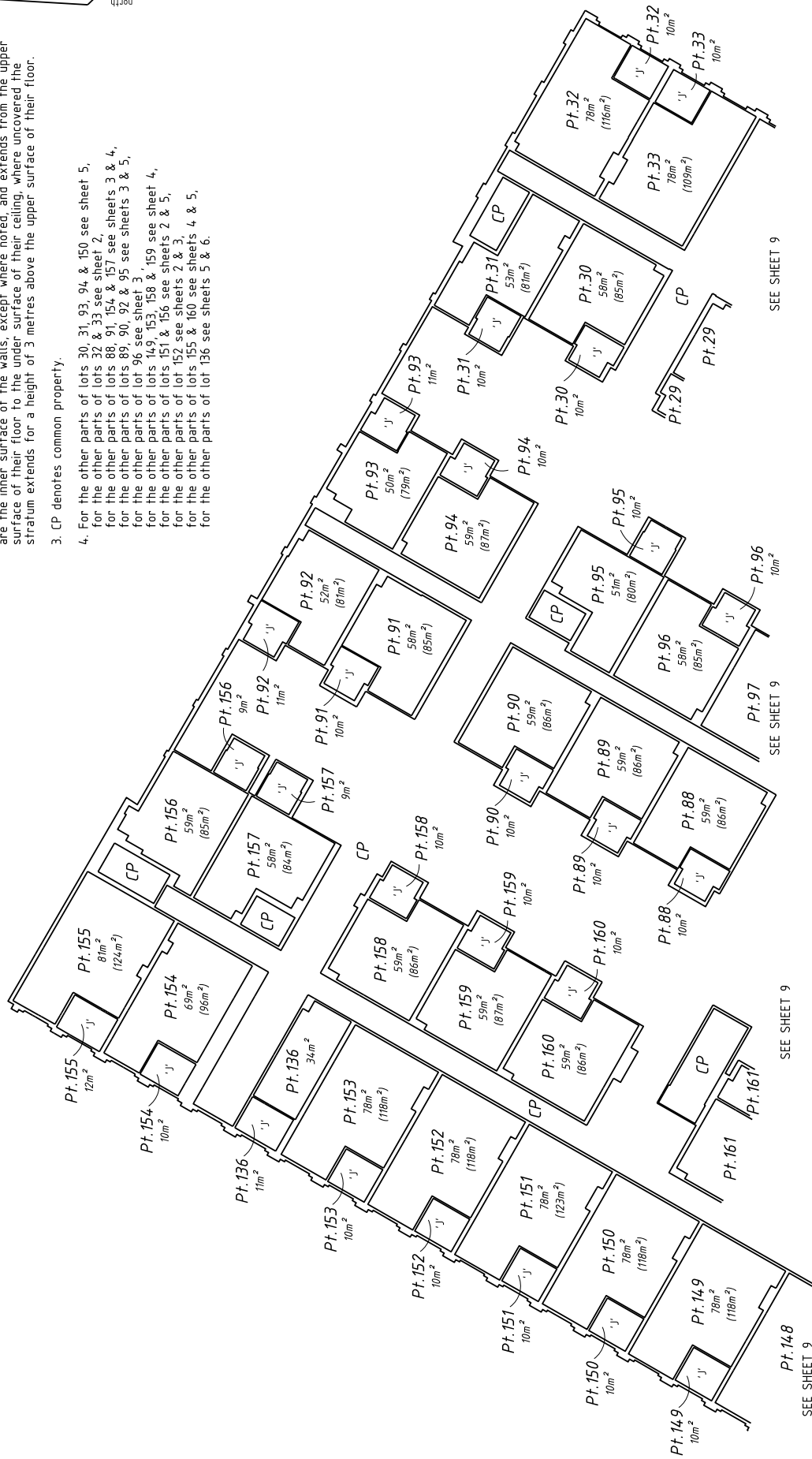
STRATA PLAN

63644

SHEET 8 OF 15 SHEETS

NOTES:

1. Under Section 3(2)(b) of the Strata Titles Act 1985 the boundaries of the lots or parts of the lots which are buildings shown on the strata plan are the inner surfaces of the walls, except where shown, the upper surface of the floor and the under surface of the ceiling.
2. The boundaries of the part lots external to the building marked 'J' on this sheet, are the inner surface of the walls, except where noted, and extends from the upper surface of their floor to the under surface of their ceiling, where uncovered the stratum extends for a height of 3 metres above the upper surface of their floor.
3. CP denotes common property.
4. For the other parts of lots 30, 31, 93, 94 & 150 see sheet 5, for the other parts of lots 32 & 33 see sheet 2, for the other parts of lots 88, 91, 154 & 157 see sheets 3 & 4, for the other parts of lots 89, 90, 92 & 95 see sheets 3 & 5, for the other parts of lot 96 see sheet 3, for the other parts of lots 149, 153, 158 & 159 see sheet 4, for the other parts of lots 151 & 156 see sheets 2 & 5, for the other parts of lot 152 see sheets 2 & 3, for the other parts of lots 155 & 160 see sheets 4 & 5, for the other parts of lot 136 see sheets 5 & 6.



FIRST FLOOR PLAN

SCALE 1:300 AT A3 SIZE

SEE SHEET 9

HELD BY LANDGATE IN DIGITAL FORMAT ONLY

12008ap14b8 first1.dgn

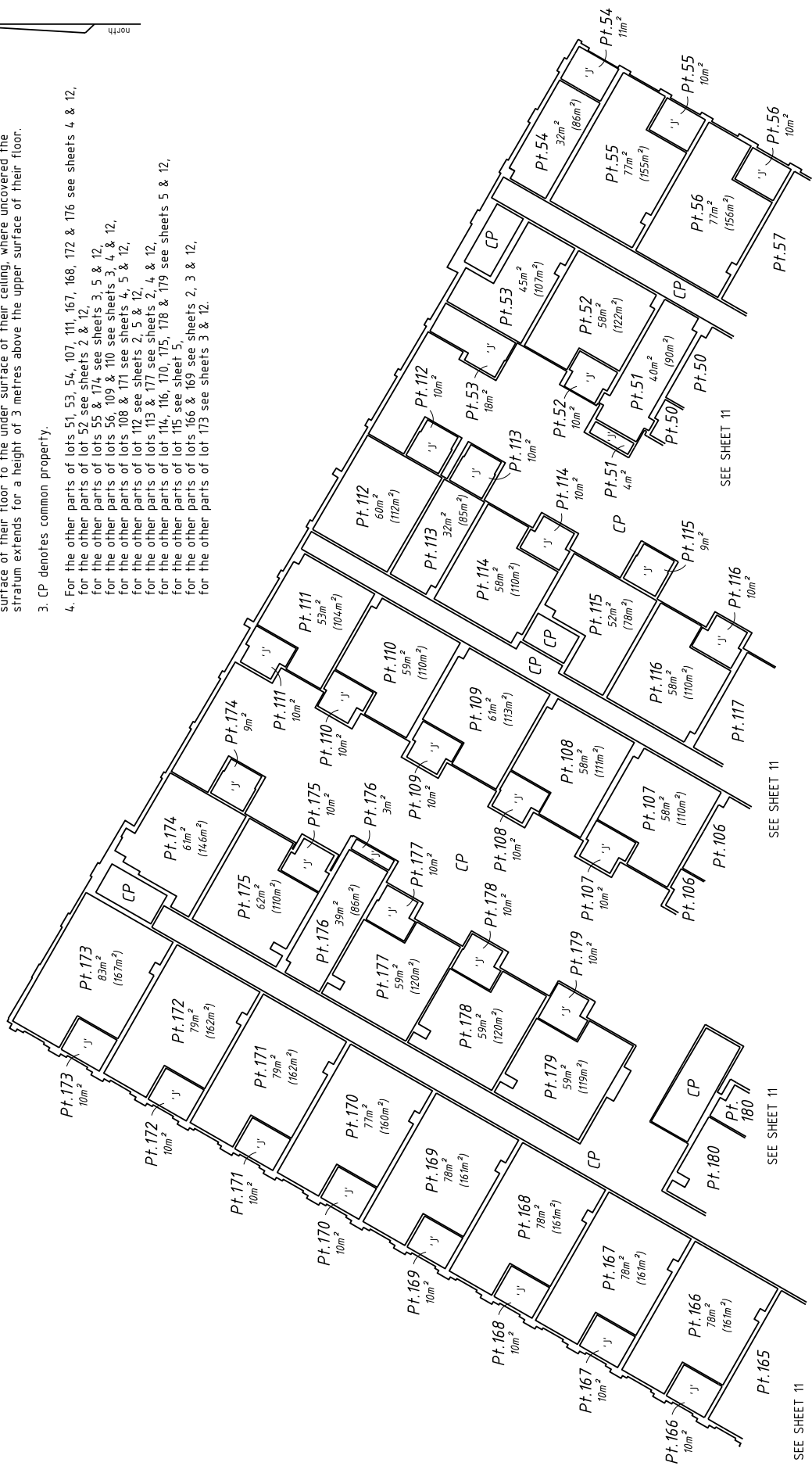
STRATA PLAN

63644

SHEET 10 OF 15 SHEETS

NOTES:

- Under Section 3(2)(b) of the Strata Titles Act 1985 the boundaries of the lots or parts of the lots which are buildings shown on the strata plan are the inner surfaces of the walls, except where shown, the upper surface of the floor and the under surface of the ceiling.
- The boundaries of the part lots external to the building marked 'J' on this sheet, are the inner surface of the walls, except where noted, and extends from the upper surface of their floor to the under surface of their ceiling, where uncovered the stratum extends for a height of 3 metres above the upper surface of their floor.
- CP denotes common property.
- For the other parts of lots 51, 53, 54, 107, 111, 167, 168, 172 & 176 see sheets 4 & 12, for the other parts of lot 52 see sheets 2 & 12, for the other parts of lots 55 & 174 see sheets 3, 5 & 12, for the other parts of lots 56, 109 & 110 see sheets 3, 4 & 12, for the other parts of lots 108 & 171 see sheets 4, 5 & 12, for the other parts of lot 112 see sheets 2, 5 & 12, for the other parts of lots 113 & 177 see sheets 2, 4 & 12, for the other parts of lot 114, 116, 170, 175, 178 & 179 see sheets 5 & 12, for the other parts of lot 115 see sheet 5, for the other parts of lots 166 & 169 see sheets 2, 3 & 12, for the other parts of lot 173 see sheets 3 & 12.



SECOND FLOOR PLAN

SCALE 1:300 AT A3 SIZE

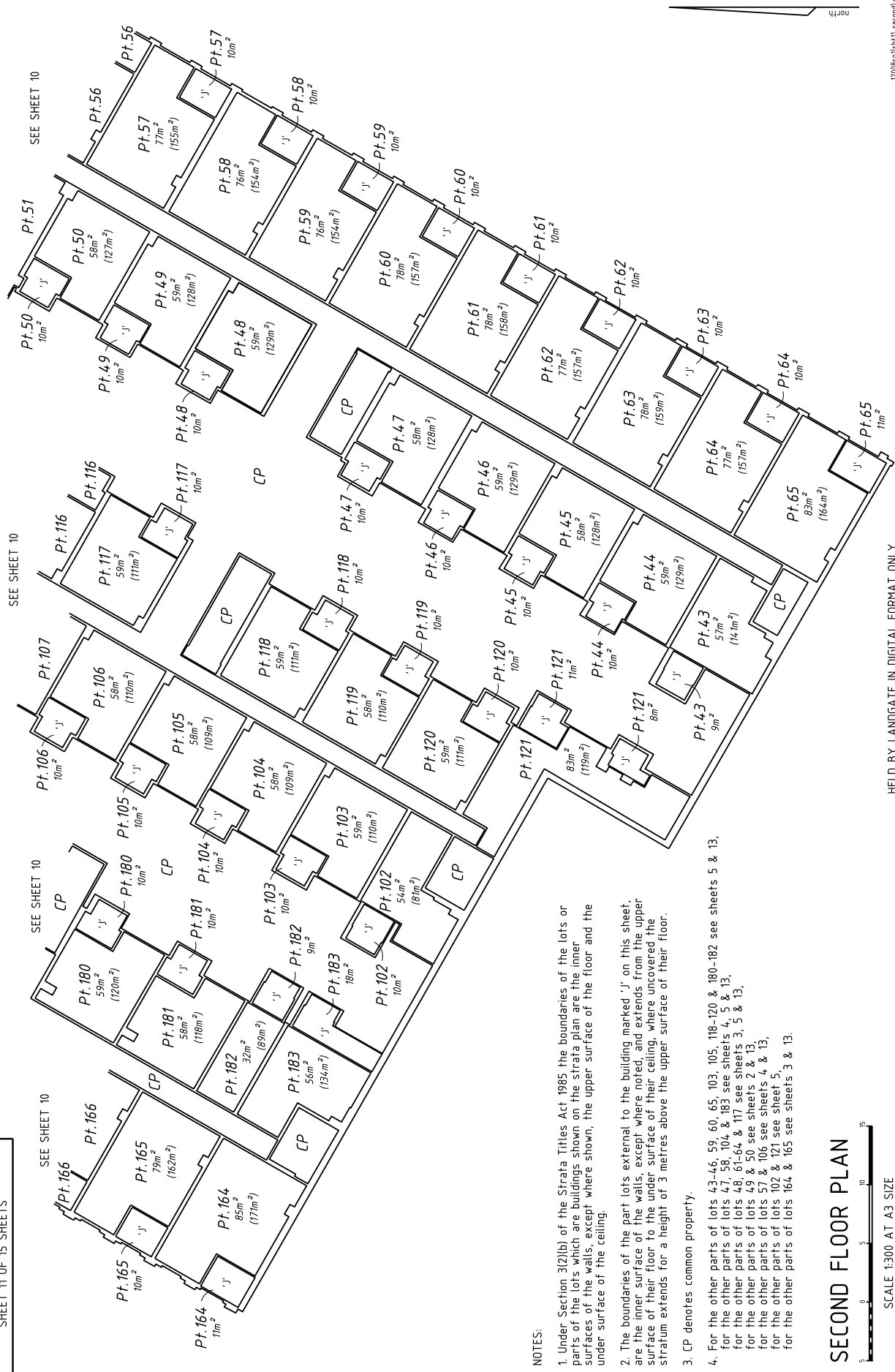
SEE SHEET 11

SEE SHEET 11

HELD BY LANDGATE IN DIGITAL FORMAT ONLY

2008sp15sh10 second.dgn

STRATA PLAN
63644
SHEET 11 OF 15 SHEETS



- NOTES:
- Under Section 3(2)(b) of the Strata Titles Act 1985 the boundaries of the lots or parts of the lots which are buildings shown on the strata plan are the inner surfaces of the walls, except where shown, the upper surface of the floor and the under surface of the ceiling.
 - The boundaries of the part lots external to the building marked 'J' on this sheet, are the inner surface of the walls, except where noted, and extends from the upper surface of their floor to the under surface of their ceiling, where uncovered the stratum extends for a height of 3 metres above the upper surface of their floor.
 - CP denotes common property.
 - For the other parts of lots 43-46, 59, 60, 65, 103, 105, 118-120 & 180-182 see sheets 5 & 13, for the other parts of lots 47, 58, 104 & 183 see sheets 4, 5 & 13, for the other parts of lots 48, 61-64 & 117 see sheets 3, 5 & 13, for the other parts of lots 49 & 50 see sheets 2 & 13, for the other parts of lots 57 & 106 see sheets 4 & 13, for the other parts of lots 102 & 121 see sheet 5, for the other parts of lots 164 & 165 see sheets 3 & 13.

SECOND FLOOR PLAN

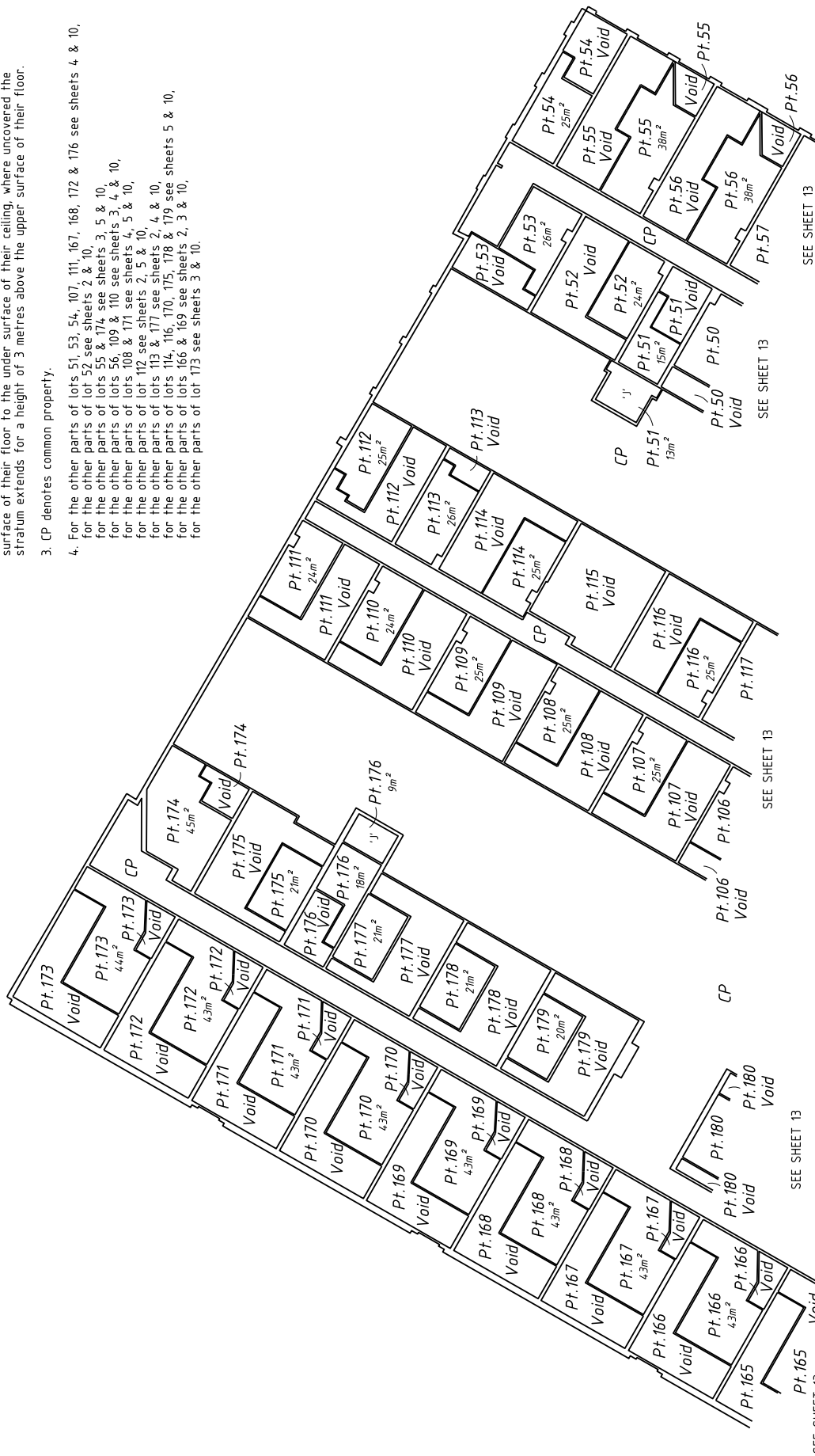
STRATA PLAN

63644

SHEET 12 OF 15 SHEETS

NOTES:

- Under Section 3(2)(b) of the Strata Titles Act 1985 the boundaries of the lots or parts of the lots which are buildings shown on the strata plan are the inner surfaces of the walls, except where shown, the upper surface of the floor and the under surface of the ceiling.
- The boundaries of the part lots external to the building marked 'J' on this sheet, are the inner surface of the walls, except where noted, and extends from the upper surface of their floor to the under surface of their ceiling, where uncovered the stratum extends for a height of 3 metres above the upper surface of their floor.
- CP denotes common property.
- For the other parts of lots 51, 53, 54, 107, 111, 167, 168, 172 & 176 see sheets 4 & 10, for the other parts of lot 52 see sheets 2 & 10,
for the other parts of lots 55 & 174 see sheets 3, 5 & 10,
for the other parts of lots 56, 109 & 110 see sheets 3, 4 & 10,
for the other parts of lots 108 & 171 see sheets 4, 5 & 10,
for the other parts of lot 112 see sheets 2, 5 & 10,
for the other parts of lots 113 & 177 see sheets 2, 4 & 10,
for the other parts of lots 114, 116, 170, 175, 178 & 179 see sheets 5 & 10,
for the other parts of lots 166 & 169 see sheets 2, 3 & 10,
for the other parts of lot 173 see sheets 3 & 10.



MEZZANINE FLOOR PLAN

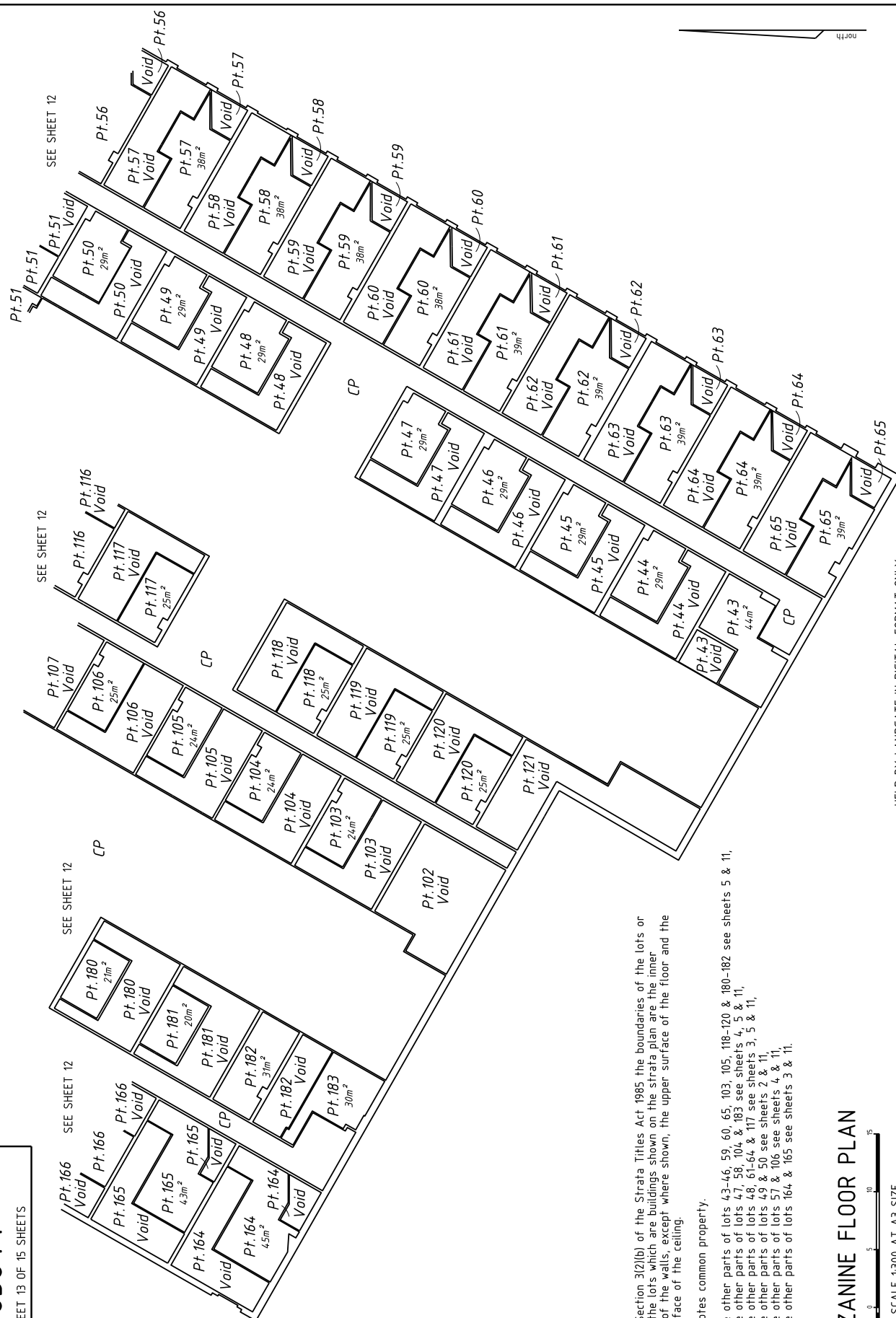
SCALE 1:300 AT A3 SIZE

HELD BY LANDGATE IN DIGITAL FORMAT ONLY

2008sgj1sh12_mezzanine.dgn

77963

SHEET 13 OF 15 SHEETS



NOTES:

1. Under Section 3(2)(b) of the Strata Titles Act 1995 the boundaries of the lots or parts of the lots which are buildings shown on the strata plan are the inner surfaces of the walls, except where shown, the upper surface of the floor and the under surface of the ceiling.
2. CP denotes common property.
3. For the other parts of lots 43-46, 59, 60, 65, 103, 105, 118-120 & 180-182 see sheets 5 & 11, for the other parts of lots 47, 58, 104 & 183 see sheets 4, 5 & 11, for the other parts of lots 48, 61-64 & 117 see sheets 3, 5 & 11, for the other parts of lots 49 & 50 see sheets 2 & 11, for the other parts of lots 57 & 106 see sheets 4 & 11, for the other parts of lots 164 & 165 see sheets 3 & 11.

2. CP denotes common property.

3. For the other parts of lots 43-46, 59, 60, 65, 103, 105, 118-120 & 180-182 see sheets 5 & 11,
for the other parts of lots 47, 58, 104 & 183 see sheets 4, 5 & 11,
for the other parts of lots 48, 61-64 & 117 see sheets 3, 5 & 11,
for the other parts of lots 49 & 50 see sheets 2 & 11,
for the other parts of lots 57 & 106 see sheets 4 & 11,
for the other parts of lots 164 & 165 see sheets 3 & 11.

MEZZANINE FLOOR PLAN



SCALE 1:300 AT A3 SIZE

INTERESTS AND NOTIFICATIONS

SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN	LAND BURDENED	BENEFIT TO	COMMENTS
①	EASEMENT		DOC M122537	COMMON PROPERTY ON SP 63644	LOT 268 ON DP 222424	RIGHT OF SUPPORT
②	EASEMENT		DOC M122537	COMMON PROPERTY ON SP 63644	LOT 268 ON DP 222424	RIGHT OF FOOTWAY
	EASEMENT		DOC N491122	LOT 501 ON D 99847	ALL LOTS & COMMON PROPERTY	RIGHT OF SUPPORT
	NOTIFICATION	SEC 70A OF THE TLA	DOC N491124	ALL LOTS & COMMON PROPERTY		CAR PARKING
	NOTIFICATION	SEC 70A OF THE TLA	DOC N491123	ALL LOTS & COMMON PROPERTY		NOISE & ODOUR
	MEMORIAL	SEC 29(6) OF THE HERITAGE OF WA ACT 1990	DOC N491125	ALL LOTS & COMMON PROPERTY	HERITAGE COUNCIL OF WA	

INTERESTS & NOTIFICATIONS





FORM 3

page 1 of 4

STRATA PLAN No.				63644			
Schedule of Unit Entitlement		Office Use Only		Schedule of Unit Entitlement		Office Use Only	
		Current Cs of Title				Current Cs of Title	
Lot No,	Unit Entitlement	Vol.	Fol.	Lot No,	Unit Entitlement	Vol.	Fol.
1	39			28	39		
2	39			29	39		
3	39			30	39		
4	39			31	38		
5	39			32	55		
6	39			33	55		
7	39			34	55		
8	39			35	55		
9	39			36	55		
10	36			37	55		
11	48			38	55		
12	43			39	55		
13	48			40	55		
14	52			41	55		
15	52			42	55		
16	52			43	66		
17	52			44	59		
18	52			45	59		
19	52			46	59		
20	52			47	59		
21	45			48	59		
22	39			49	59		
23	39			50	59		
24	39			51	41		
25	39			52	58		
26	39			53	46		
27	39			54	41		

Continued Overleaf



FORM 3

STRATA PLAN No.				63644			
Schedule of Unit Entitlement		Office Use Only		Schedule of Unit Entitlement		Office Use Only	
		Current Cs of Title				Current Cs of Title	
Lot No,	Unit Entitlement	Vol.	Fol.	Lot No,	Unit Entitlement	Vol.	Fol.
55	73			82	40		
56	73			83	51		
57	73			84	40		
58	73			85	40		
59	73			86	40		
60	73			87	40		
61	73			88	40		
62	73			89	40		
63	73			90	40		
64	73			91	40		
65	73			92	39		
66	38			93	39		
67	40			94	40		
68	40			95	39		
69	40			96	40		
70	40			97	40		
71	40			98	40		
72	40			99	40		
73	39			100	40		
74	39			101	52		
75	40			102	40		
76	40			103	55		
77	39			104	55		
78	40			105	55		
79	40			106	55		
80	40			107	55		
81	40			108	55		

Continued Overleaf



FORM 3

STRATA PLAN No.				63644			
Schedule of Unit Entitlement		Office Use Only		Schedule of Unit Entitlement		Office Use Only	
		Current Cs of Title				Current Cs of Title	
Lot No,	Unit Entitlement	Vol.	Fol.	Lot No,	Unit Entitlement	Vol.	Fol.
109	55			136	48		
110	55			137	46		
111	55			138	59		
112	55			139	40		
113	43			140	40		
114	55			141	40		
115	41			142	40		
116	55			143	40		
117	55			144	40		
118	55			145	40		
119	55			146	62		
120	55			147	77		
121	55			148	66		
122	54			149	66		
123	54			150	66		
124	54			151	66		
125	54			152	66		
126	54			153	66		
127	54			154	53		
128	54			155	62		
129	66			156	41		
130	62			157	41		
131	62			158	41		
132	62			159	41		
133	62			160	41		
134	62			161	41		
135	62			162	41		

Continued Overleaf



FORM 3

STRATA PLAN No.				63644			
Schedule of Unit Entitlement		Office Use Only		Schedule of Unit Entitlement		Office Use Only	
		Current Cs of Title				Current Cs of Title	
Lot No,	Unit Entitlement	Vol.	Fol.	Lot No,	Unit Entitlement	Vol.	Fol.
163	64			178	65		
164	120			179	65		
165	112			180	65		
166	112			181	65		
167	112			182	43		
168	112			183	65		
169	112			184	108		
170	112						
171	112						
172	112						
173	120						
174	66						
175	55						
176	41						
177	65			Aggregate	10,000		

DESCRIPTION OF PARCEL AND BUILDING

Comprises 183 apartments and 1 commercial unit situated over four storeys plus two basement levels, known as 'Heirloom'.

Address of Parcel: 36 Queen Victoria Street, Fremantle WA 6160

CERTIFICATE OF LICENSED VALUER
STRATA

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

14-Nov-2016

Date

Paul Conti

Digitally signed by Paul Conti
DN: cn=Paul Conti, o, ou,
email=paul.conti@cbre.com.au,
c=AU
Date: 2016.11.14 19:07:09 +08'00'

Signed



FORM 5

Strata Titles Act 1985

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

STRATA PLAN No. 63644

DESCRIPTION OF PARCEL & BUILDING

Comprises 183 apartments and 1 commercial unit situated over four storeys plus two basement levels, known as 'Heirloom'.

Address of Parcel: 36 Queen Victoria Street, Fremantle WA 6160

CERTIFICATE OF LICENSED SURVEYOR

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

(a) each lot that is not wholly within a building shown on the plan is within the external surface boundaries of the parcel; and either

~~*(b) each building shown on the plan is within the external surface boundaries of the parcel; or~~

*(c) in a case where a part of a wall or building, or material attached to a wall or building, encroaches beyond the external surface boundaries of the parcel —

(i) all lots shown on the plan are within the external surface boundaries of the parcel;

(ii) the plan clearly indicates the existence of the encroachment and its nature and extent; and

(iii) where the encroachment is not on to a public road, street or way, that an appropriate easement has been granted and will be lodged with the Registrar of Titles to enable it to be registered as an appurtenance of the parcel; and

~~*(d) if the plan is a plan of re-subdivision, it complies with Schedule 1 by-law(s) no(s) on Strata Plan No. registered in respect of (name of scheme) or sufficiently complies with that/those by-law(s) in a way that is allowed by regulation 36 of the *Strata Titles General Regulations 1996*.~~

 Hannah M Martin
2016.11.22 13:23:38 +08'00'
.....
Licensed Surveyor Date

*Delete if inapplicable



Occupancy permit – strata

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

Permit number
OPS0009/16

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

1. Details of building or structure

Property street address (provide lot number where street number is not known)	Lot 20 DP 70560 36 Queen Victoria Street FREMANTLE WA 6160		
Certificate of title	Volume 2821	Folio 239	
Lot(s) on survey	Lot 20 DP 70560		
Strata plan number	63644	Land being re-subdivided (if applicable)	
Description of building	Class 2 residential apartments Class 7a carparking		
BCA class of the building	Main BCA class 2	Secondary BCA class (for multi-purpose buildings 7a)	
Use(s) of the building	Residential apartments and carparking		Each restriction on use (if applicable)

2. Permit details

This occupancy permit strata is for: ☒ Whole of building ☐ Part of building


Details

Residential apartments and carparking

Western Australian Planning Commission approval required? ☒ Yes ☐ No

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

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

Issuing officer	Name Ben Talarczyk	Job title Principal Building Surveyor
	Signature 	Date 10 November 2016
Permit authority	City of Fremantle	



FORM 26

LG Ref.
WAPC Ref.

STRATA PLAN NO 63644

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

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

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

~~*(i) the *Strata Plan/plan of re-subdivision/plan of consolidation submitted on~~
~~19-Oct-2016 and relating to the property~~
~~described below;~~

~~*(ii) the sketch submitted on of the~~
~~proposed *subdivision of the property described below into lots on a Strata~~
~~Plan/re-subdivision / consolidation of the lots on the Strata Plan specified below,~~
~~subject to the following conditions~~

Property Description: Lot (or Strata Plan) No. 20
.
Location
.
Locality Fremantle
.
Local Government City of Fremantle

Lodged by: Whelans Australia Pty Ltd
.
Date: 19-Oct-2016
.



For Chairman, Western Australian
Planning Commission

11 NOVEMBER 2016
Date

(*To be deleted as appropriate.)

delegated under Section 16(3)(e) of
the P&D Act 2005



Now: Errorsssdssds

INSTRUCTIONS

1. This form may be used only when a "Box Type" form is provided or is unsuitable. It may be completed in narrative style.
2. If insufficient space hereon Additional Sheet Form B1 should be used.
3. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
4. No alteration should be made by erasure. The rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.

NOTES

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

EXAMINED

N623465 AE

15 May 2017 08:30:00 Midland



LODGED BY All Strata Management Services

ADDRESS PO Box 511
MT LAWLEY WA 6929

PHONE No. 08 9227 8966

FAX No. 08 9227 5519

REFERENCE No. SP 63644

ISSUING BOX No.

999C

PREPARED BY As above

ADDRESS

PHONE No.

FAX No.

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

TITLES, LEASES, DECLARATIONS ETC LODGED HERewith

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

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



BLANK INSTRUMENT FORM**Form 16**

(Note 1)

**NOTICE OF CHANGE OF ADDRESS FOR
SERVICE OF NOTICES***Strata Titles Act 1985*

Section 40

O
The Owners of HEIRLOOM Strata Plan No 63644 hereby gives notice that the address for service of notices on the Company has now been changed to -

PO BOX 511
MOUNT LAWLEY WA 6929

The Common Seal of the Owners of HEIRLOOM Strata Plan No 63644 was hereunto affixed on 8 / 5 / 2017.

In the presence of -

Cameron Barr

As authorised under Section 45(2) of
the Strata Titles Act (1985) for

Beach Street Holdings Pty Ltd

Lot 2 as Sole Member of the Council

.....
Signature
Member of the Council




FORM B4

OFFICE USE ONLY	
O142111 AE	
02 May 2019 08:30:00 Midland	
	



LODGED BY	All Strata Management Services
ADDRESS	PO Box 511 MT LAWLEY WA 6929
PHONE No.	(08) 9227 8966
FAX No.	(08) 9227 5519
REFERENCE No.	SP 63644
ISSUING BOX No.	

PREPARED BY	As above
ADDRESS	
PHONE No.	
FAX No.	

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



TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1	_____	<div>Received Items</div> <div></div> <div></div> <div>Receiving Clerk</div>
2	_____	
3	_____	
4	_____	
5	_____	
6	_____	

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

EXAMINED


Landgate





FORM 21

NOTIFICATION OF CHANGE OF BY-LAWS

Strata Titles Act 1985

Section 42

THE OWNERS OF HEIRLOOM, STRATA PLAN NO. 63644 hereby certify:

- That by a resolution without dissent duly passed at a meeting of the strata company on the day of 11th day of March 2019 which became unconditional on the 8th day of April 2019 the by-laws in Schedule 1 to the Act as they applied to the strata company, were amended, repealed or added to as follows:-

The following bylaws are hereby amended –

By-law 4 Membership of the Council

FROM

4. Membership of the Council

- 4.1 While the Original Proprietor continues to be a Proprietor:
 - (1) from the date of registration of the Strata Plan and until the second AGM of the Strata Company, the Council is to comprise the Original Proprietor as the sole member of the Council
 - (2) from the date of the third AGM, the Council is to be constituted in accordance with by-law 4.2
- 4.2 With the exception of the period of time specified in by-law 4.1(1), the Council is to consist of not less than 5 nor more than 9 Proprietors as determined by the Strata Company at each AGM in accordance with by-law 5 except that:
 - (1) when there are less than 5 Proprietors, the Council must consist of all Proprietors; And
 - (2) despite any other By-Law, the Original Proprietor must be a member of Council for so long as it is a Proprietor and it shall not be necessary for it to consent to be or to be nominated for election to the Council or to be voted on for election to the Council.
- 4.3 In determining the number of Proprietors for the purposes of By-Law 4:
 - (1) co-Proprietors of a Lot are deemed to be one Proprietor; and
 - (2) a person who owns more than one Lot is deemed to be one Proprietor

TO

4. Membership of the Council

- 4.1 While the Original Proprietor continues to be a proprietor they are to elect in accordance with by-law 5.
- 4.2 The Council is to consist of not less than 5 nor more than 9 Proprietors as determined by the strata Company at each AGM in accordance with by-law 5 except that:
 - (1) when there are less than 5 proprietors, the Council must consist of all Proprietors
 - (2) the original proprietor must nominate for election to the Council.
- 4.3 In determining the number of proprietors for the purposes of by-law 4
 - (1) Co-proprietors of a lot are deemed to be one proprietor and
 - (2) a person who owns more than one lot is deemed to be one proprietor





By-law 5 Nomination for Election to the Council

FROM

5. Nominations for election to the Council

5.1 Nominations

Nomination of members of the Council must be conducted as follows:

- (1) the AGM must determine, in accordance with the requirements of By-Law 4, the number of members of which the Council is to consist;
- (2) while the Original Proprietor continues to be a Proprietor, the number of Council members to be elected to the Council under these By-Laws must be one less than the number of members of the Council determined upon under sub-bylaw 4.1;
- (3) the chairman must call upon those persons present who, under these By-Laws are entitled to vote on an ordinary resolution, to nominate eligible Proprietors for election to the Council;
- (4) a nomination, or a deemed nomination under sub-bylaw 6.4, must be supported by the consent of the nominee to their nomination, including where the nominee is a corporation, the consent of that corporation's authorised representative under section 45 of the Act. That consent must be given to the chairman and can be provided orally by a nominee or its duly appointed proxy who is present at the meeting or in writing by a nominee who is not present. In the absence of that consent, that nomination is of no effect.

TO

5. Nominations for election to the Council

5.1 Nominations

Nomination of members of the Council must be conducted as follows:

- (1) the AGM must determine, in accordance with the requirements of sub-By-Law 4.2, the number of members of which the Council is to consist;
- (2) while the Original Proprietor continues to be a Proprietor, they must elect or be elected to the Council.
- (3) the chairman must call upon those persons present who, under these By-Laws are entitled to vote on an ordinary resolution, to nominate eligible Proprietors for election to the Council; a nomination, or a deemed nomination under sub-bylaw 6.4, must be supported by the consent of the nominee to their nomination, including where the nominee is a corporation, the consent of that corporation's authorised representative under section 45 of the Act. That consent must be given to the chairman and can be provided orally by a nominee or its duly appointed proxy who is present at the meeting or in writing by a nominee who is not present. In the absence of that consent, that nomination is of no effect.

The common seal of HEIRLOOM, STRATA PLAN NO. 63644 was hereunto affixed on the 17th day of April 2019 in the presence of:

Peter Mallinson Thorpe

Lot 137



Signature
Member of the Council

Viette Lee Pedersen

Lot 164



Signature
Member of the Council





INSTRUCTIONS

1. This form may be used only when a "Box Type" form is not provided or is unsuitable. It may be completed in narrative style.
2. If insufficient space hereon Additional Sheet Form B1 should be used.
3. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
4. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.

NOTES

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

EXAMINED

OFFICE USE ONLY

M122537 E

04 Dec 2012 09:28:26 Perth



REG \$ 150.00

LODGED BY

ADDRESS

**DEPARTMENT OF HOUSING
99 PLAIN STREET**

PHONE No.

**EAST PERTH WA 6004
PH: 9222 4654 FAX: 9222 4670**

FAX No

LANDGATE BOX - 158L

REFERENCE No.

ISSUING BOX No.

PREPARED BY

Norton Rose

ADDRESS

Level 39, BankWest Tower
108 St Georges Terrace
Perth WA 6000

PHONE No.

(08) 9426
3222

FAX No.

(08) 9426
3444

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

TITLES, LEASES, DECLARATIONS ETC. LODGED HERewith

1. letter of consent x 2

Received Items

2. _____

Nos.

3. _____

4. _____

5. _____

6. _____

Receiving
Clerk

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



SCHEDULE

g f f f AS

1. Dominant Land

Lot 286 on Deposited Plan ~~222444~~ ²²²⁴²⁴ being the whole of the land contained in Certificate of Title Volume 1873 Folio 449.

2. Servient Land

Lot 2 on Diagram 1207 being the whole of the land contained in Certificate of Title Volume 1873 Folio 448.

3. Encumbrances

Memorial K439311 Heritage of Western Australia Act 1990.

Mortgage K500247 Australia and New Zealand Banking Group Ltd

Mortgage L773582 Australia and New Zealand Banking Group Ltd

Memorial L821780 Heritage of Western Australia Act 1990

g f f f AS



The GRANTEE

EXECUTED by and on behalf of the Housing Authority



(Signature of Authorised Representative)

(Signature of Authorised Representative)

Stewart Kestel
(Name of Authorised Representative)

ALLAN PEREIRA
(Name of Authorised Representative)

(Signature of Witness)

(Signature of Witness)

Sarah Harms
(Name of Witness)

FRANCES MILLER
(Name of Witness)

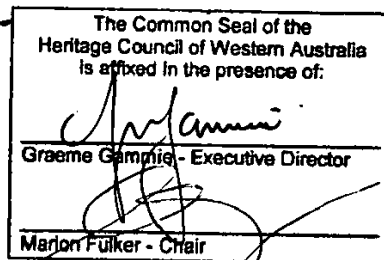
4 Aughton Street, Bayswater
(Address of Witness)

P.O. Box 302, Bayswater
(Address of Witness)

HERITAGE COUNCIL OF WESTERN AUSTRALIA CONSENT

We, the **HERITAGE COUNCIL OF WESTERN AUSTRALIA**, being the grantee under and by virtue of registered Memorial K439311 hereby consent to this Deed and the grant of the Easement contained herein.
and Memorial L821780

5/10/03



AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED CONSENT

We, **AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED ABN 005 357 522**, being the mortgagee under and by virtue of registered mortgages K500247 and L773582 hereby consent to this Deed and the grant of the Easement contained herein.

Executed for and on behalf of
Australia and New Zealand
Banking Group Limited
ABN 11 005 357 522
under Power of Attorney dated
29 April 2003 and registered in
Western Australia 486779 PA
folio by Aaron Stewart
who certifies that he/she is a
Manager
and that he/she has not
received notice of revocation of
that Power in the presence of

(Signature of Attorney)

(Signature of Witness)

ANDREW WHITNEY

(Print name of Witness)

10/22 St Georges T.C.

(Address of Witness)

14.1 The Grantee will pay all duty (if any) assessed and payable on this Deed.

15. Notices

15.1 In addition to the effecting service under any statute, any statement, demand or notice to any party may be validly served for the purposes of this document by being delivered personally or sent by registered post to the address of the addressee or sent by facsimile to the facsimile number of the addressee.

15.2 Each party may from time to time change its address or facsimile number by giving notice pursuant to this clause.

15.3 Service under this document is taken to be effected:

- (1) where delivered, upon actual delivery;
- (2) where sent by mail, on the second clear Business Day after the day of posting;
- (3) where sent by facsimile, on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient.

16. Governing Law

16.1 This document will be construed in accordance with the laws of Western Australia and the parties submit to the non-exclusive jurisdiction of the Courts of Western Australia.

Executed as a Deed by

The GRANTOR

Executed by **Beach Street Holdings Pty Ltd** ACN 145 191 948 in accordance with section 127 of the *Corporations Act 2001*:

Director/company secretary

Name of director/company secretary
(BLOCK LETTERS)

Director

Name of director
(BLOCK LETTERS)

Executed for and on behalf of
Australia and New Zealand
Banking Group Limited
ABN 11 008 327 555
under power of Attorney dated
29 April 2003 and registered in
Western Australia 486779 PA
and by
The certifier that this is a
true and correct copy of the
original has not
been given notice of revocation of
power in the presence of
Address of Witness
Signature of Witness
Print name of Witness

	(b) ensure that all work is properly completed;
	(c) cause as little inconvenience as is practicable to the Grantor; and
	(d) make good any collateral damage that may be caused to the Servient Land.
7.3	Remedy and make good any damage to those parts of the Servient Land burdened by the Easements and which may result from, or be attributable to, the use or misuse of the Servient Land burdened by the Easements by the Grantee and the Grantee's patrons.
7.4	The Grantee must not do or allow anything to be done which could:
	(a) adversely affect any insurance taken out by the Grantor pursuant to clause 6.4; or
	(b) increase the cost of obtaining that insurance,
	and without limiting clause 11.1, the Grantee indemnifies the Grantor to the extent that the insurance taken out pursuant to clause 6.4 is voided or the costs of obtaining that insurance increases as a result of the Grantee's use or abuse of the Servient Land beyond the scope of the rights granted to the Grantee in this Deed.
8.	Acknowledgement
8.1	The Grantee acknowledges that it has no claim and no right to enter the Servient Land except as stated in this document.
9.	Not Exclusive Easement
9.1	The Grantee acknowledges that the rights created in the Servient Land are not granted exclusively and are granted by the Grantor in common with the corresponding rights of the Grantor, and the Grantor's patrons and other persons lawfully entitled to such rights.
10.	Further Assurance
10.1	The parties must do all acts and things and execute all documents to give effect to the intentions and matters of this document and to ensure that it is registered under the Transfer of Land Act with Landgate, Western Australia.
11.	Indemnity
11.1	Except to the extent that any Claims are caused or contributed by the act, omission, default or negligence of the Grantor and the Grantor's patrons, the Grantee will indemnify the Grantor from and against all Claims the Grantor may suffer or incur in connection with loss of life, personal injury to any person or damage to any personal property arising from or out of any accident on those parts of the Servient Land burdened by the Easements or use by the Grantee or any person with the approval expressed or implied of the Grantee of the Servient Land or any part thereof.
12.	Arbitration
12.1	If any dispute or difference arises between the parties as to the terms of this document or as to the respective rights, duties and obligations of the parties under or as to any other matter arising out of or connected with the subject matter of this document the parties will meet in good faith as expeditiously as possible and attempt to resolve the dispute or difference.
12.2	If after attempting to resolve the dispute or difference in the manner described in clause 12.1 the dispute or difference is not resolved then, if either the Grantor or the Grantee so requires, they may at any time by notice served on the other refer the dispute or difference to a single arbitrator and the arbitration will be conducted in accordance with the Commercial Arbitration Act 1985 with the right of a party to be represented by agents and legal practitioners under Section 20 of that Act.
13.	Costs
13.1	Each party will pay its own costs (including solicitors' costs) with respect to the negotiation, preparation and stamping of this Deed.
14.	Duty



others (with or without vehicles plant and equipment) upon reasonable notice to the Grantor or without such notice in the event of emergency, for the purpose of inspecting, cleaning, repairing, maintaining and painting as necessary to maintain the Building,

provided that nothing in this deed gives any express or implied right or authority to the Grantee to exclude the Grantor and the Grantor's patrons from using the Servient Land.

5. Mutual Covenants

- 5.1 The Grantor and the Grantee must comply with all Acts in connection with the use of the Servient Land and the rights granted pursuant to this Deed.

6. Grantor's Covenants

- 6.1 The Grantor covenants with the Grantee so as to bind the Servient Tenement that the Grantor must not, nor must it permit or allow any other person to:

- (a) excavate under or beside or undermine the Building provided that nothing herein contained shall be construed to prevent the Grantor from excavating on the Servient Tenement so long as sufficient artificial means of support to the Building is provided while the excavations are open;
- (b) cut demolish remove alter deface or in any way damage or destroy any portion of the Building erected on the Servient Tenement;
- (c) plant or permit to be planted any trees or other plants which may damage or prevent egress from the Building;
- (d) erect or permit to be erected any building or other permanent structure on the Servient Tenement which may damage or prevent egress from the Building;
- (e) erect any door, gate, wall or other thing on the boundary between the Dominant Land and the Servient Land which has the effect in any way of creating a barrier or restricting access to or across the Footway Easement unless with the Grantee's prior written consent, such consent not to be unreasonably withheld but subject always to any applicable Act relating to the use of Footway Easement as a fire / emergency exit;
- (f) place or allow any obstacle to be placed or left on the Servient Land which will have the effect of restricting the use by the Grantee or the Grantee's patrons of the Footway Easement;
- (g) permit the Servient Land to be used in any way so as to obstruct or interfere with the use of the Easements; and
- (h) do any act, matter or thing which may result in the Grantee contravening any requirement of any Act relating to the use of the Footway Easement for the purposes of a fire / emergency exit (subject to the Grantee providing the Grantor with notice of any relevant requirements from time to time).

- 6.2 After the Grantee has given notice of the relevant requirements of any Act relating to the use of the Footway Easement for the purpose of a fire/emergency exit, the Grantor must immediately refrain from doing any act, matter or thing which contravenes the relevant requirements and must carry out all works to those parts of the Servient Land burdened by the Footway Easement which are reasonably required to be carried out by the Grantor to ensure that those notified requirements are complied with so as to remediate any contravention caused by the Grantor.

- 6.3 The Grantor must maintain those parts of the Servient Land burdened by the Footway Easement in good repair and a safe and tidy condition at all times.

- 6.4 The Grantor must effect and keep in force a public risk insurance policy (for a minimum amount of \$10,000,000 per event) covering public risk to third parties and property on the Servient Land (including for death or personal injury to any person and loss or damage to the Servient Land or any property on the Servient Land).

7. Grantee's Covenants

The Grantee must do each of the following:

- 7.1 Exercise the Easements granted in this document in such manner as to cause as little inconvenience as practicable to the Servient Land.
- 7.2 Keep the Building in good repair and safe condition, and for this purpose the Grantee must:
- (a) give notice to the Grantor in writing requesting access to the Servient Land;



- (9) **Encumbrances** means the encumbrances (if any) described in Item 3 of the Schedule;
- (10) **Footway Easement** means the footway easement created by this Deed in respect of the area shown marked "P" on the Deposited Plan;
- (11) **Grantee's patrons** means the officers, employees, agents, customers, visitors, invitees, lessees and licensees of the Grantee;
- (12) **Grantor's patrons** means the officers, employees, agents, customers, visitors, invitees, lessees and licensees of the Grantor;
- (13) **Servient Land** means the land described in Item 2 of the Schedule; and
- (14) **Support Easement** means the easement of support created by this Deed in respect of the area shown marked "D" on the Deposited Plan.

2. Construction of Terms

Unless repugnant to the sense or context:

- 2.1 reference to any party will mean and include a reference to that party, his successors or personal representatives (as the case may be) and transferees;
- 2.2 the word "*person*" will include a corporation;
- 2.3 words importing the singular or plural numbers will include the plural number and singular number respectively;
- 2.4 a reference to any gender will include all genders;
- 2.5 references to statutes will include all statutes amending or consolidating the statutes referred to;
- 2.6 words (including defined expressions) importing individual persons only will include corporations;
- 2.7 headings shall not affect the construction or interpretation of this document;
- 2.8 references to clauses are references to the clauses of this document;
- 2.9 unless the terms of this document are expressly to the contrary, rights granted to the Grantee under this document may be exercised by the Grantee and the Grantee's patrons and its and their officers, employees, contractors, workmen, agents, invitees and others acting with the Grantee's express or implied permission from time to time.

3. Commencement and Duration of Easement

- 3.1 The Easements granted by this Deed shall commence on the date of execution of this Deed by the Grantor are intended to run with and bind the Servient Tenement for the benefit of the Dominant Tenement.

4. Operative Part

Grant of Easements

- 4.1 The Grantor, as the registered proprietor of the Servient Land subject to the Encumbrances, grants to the Grantee:
 - (a) the Footway Easement, including the right for the Grantee and the Grantee's patrons at all times to pass and repass over that part of the Servient Land on foot and without notice to the Grantor for the purpose only of:
 - (i) egress from the Dominant Land for the purposes of an emergency exit; and
 - (ii) egress from the Dominant Land for the purposes of carrying out emergency evacuation drills from the Dominant Land as may be required to be carried out by the Grantee in compliance with applicable Acts governing emergency procedures, training and management from time to time.
 - (b) the Support Easement, including the right to:
 - (i) to use that portion of the Building erected on the Servient Tenement as shown on the Deposited Plan for the purpose of supporting the Building; and
 - (ii) to enter upon the Servient Tenement by its agents, engineers, servants, workmen and



10/8/12
EXEMPT from W.A. Duty

FORM B 2

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

OFFICE OF
10 AUG 2012
STATE REVENUE WA

BLANK INSTRUMENT FORM

Deed of Easement

(Note 1)

This deed of easement is made the 16th day of July 2012
between:

Beach Street Holdings Pty Ltd ACN 145 191 948
of 78 Churchill Avenue, Subiaco, Western Australia
(Grantor)

AND

Housing Authority
of 99 Plain Street, East Perth, Western Australia
(Grantee)

ASN 99 593 347 728
WESTERN AUSTRALIA DUTY
TSF 10/08/12 09:51 003235918-001
DUTIABLE VALUE \$ *****1
DUTY \$ *****00
EXEMPT 100 %

Recitals

- A. The Grantor is the registered proprietor of the Servient Land.
- B. The Grantee is the registered proprietor of the Dominant Land.
- C. A portion of the Building on the Dominant Tenement necessary for the support of the Building, and in particular, the emergency exit for the Building, encroaches on the Servient Tenement and forms part of the Servient Tenement.
- D. The Grantor has agreed to grant to the Grantee the Support Easement for the purpose of allowing the portions of the Building erected on the Servient Tenement to remain in place so as to provide support for the Building upon the terms and conditions set out in this Deed.
- E. The Grantor has also agreed to grant to the Grantee the Footway Easement for the purposes, and upon the terms and conditions, set out in this Deed.
- D. The Grantor and Grantee intend to ensure that their respective rights and obligations under this Deed are conferred upon or bind (as the case may be) upon their respective successors in title upon the terms and conditions set out in this Deed.

1 Definitions

1.1 In this deed, the following terms have the following meanings:

- (1) **Acts** means all acts and statutes (State or Federal) for the time being enacted or modifying any acts and/or regulations, by-laws, requisitions or orders made under any act from time to time by any statutory, public or other competent authority;
- (2) **Building** means the building constructed or to be constructed on the Dominant Land and as may be renovated or replaced from time to time;
- (3) **Business Day** means any day which is not a Saturday, Sunday or a public holiday in Western Australia;
- (4) **Claims** means any claims, demands, proceedings, judgment damages, costs and losses of any nature whatsoever;
- (5) **Deed** means this deed of easement;
- (6) **Deposited Plan** means Deposited Plan 69385;
- (7) **Dominant Land** means the land described in Item 1 of the Schedule;
- (8) **Easements** means the Support Easement and the Footway Easement;



Issuing Office:
Australia and New Zealand Banking Group Limited
Level 10, 77 St Georges Terrace
Perth WA 6000
Phone: (08) 6298 3202
Brendan.Gorringe@anz.com
www.anz.com

28 November 2012

Landgate
PO Box 2222
MIDLAND WA 6936

Dear Sir/Madam,

Mortgagee consent to lodgement of easement

Australia and New Zealand Banking Group Limited as mortgagee under registered mortgages K500247 and L773582 consents to the lodgement and registration of the easement dated 16 July 2012 in respect of Lot 286 on Deposited Plan 222424 and Lot 2 on Diagram 1207 being the land contained in Certificates of Title Volume 1873 Folios 448 and 449.

Executed for and on behalf of
Australia and New Zealand
Banking Group Limited
ABN 11 005 357 522
under Power of Attorney dated
29 April 2003 and registered in
Western Australia 486779 PA
folio by Seannie Wilson
who certifies that he/she is a
Manager
and that he/she has not
received notice of revocation of
that Power in the presence of

Signature of Attorney

Signature of Witness

ANDREW WHITNEY

Print name of Witness

10/77 ST GEORGES TCE PERTH

Address of Witness





Issuing Office:
Australia and New Zealand Banking Group Limited
Level 10, 77 St Georges Terrace
Perth WA 6000
Phone: (08) 6298 3202
Brendan.Gorringe@anz.com
www.anz.com

14 December 2012

Landgate
PO Box 2222
Midland WA 6936

Attention: Registrar of Titles

Dear Sir / Madam

Consent to Subsequent Lodgement
(Replacing production of CT for non-issued CT dealings)
Land: Certificate of Title Volume 1873 Folio 448
Dealings: M122537, M122538 and M122539

Australia and New Zealand Banking Group Limited as mortgagee under registered mortgages K500247 and L773582 hereby consents to the registration of the following documents:



- 1 Deed of Easement dated 16 July 2012 burdening the Land between Beach Street Holdings Pty Ltd as grantor and Housing Authority as grantee;
- 2 Deed of Easement dated 16 July 2012 benefiting the Land between Housing Authority as grantor and Beach Street Holdings Pty Ltd as grantee; and
- 3 Deed of Easement dated 16 July 2012 benefiting the Land between Housing Authority as grantor and Beach Street Holdings Pty Ltd as grantee;

lodged by Department of Housing, 99 Plain Street, East Perth WA 6004.

Australia and New Zealand Banking Group Limited requests that, in accordance with the request by the Registered Proprietor/s to the Registrar of Titles in the above mortgages, NO duplicate Certificate of Title be issued at the conclusion of this transaction.

For all enquiries, contact Brendan Gorringe on (08) 6298 3202.

Executed for and on behalf of
Australia and New Zealand
Banking Group Limited
ABN 11 005 357 522
under Power of Attorney dated
29 April 2003 and registered in
Western Australia 486779 PA
folio by Jeannie Wilson
who certifies that he/she is a
Manager
and that he/she has not
received notice of revocation of
that Power in the presence of


Signature of Attorney

Signature of Witness
ANDREW WHITNEY
Print name of Witness
10/77 ST GEORGES TCE PERTH
Address of Witness

Institutional Property Group, Level 10, 77 St Georges Tce, Perth WA 6000
Australia and New Zealand Banking Group Limited (ANZ) ABN 11 005 357 522.

Printed on 100% recycled paper



INSTRUCTIONS

1. This form may be used only when a "Box Type" form is not provided or is unsuitable. It may be completed in narrative style.
2. If insufficient space hereon Additional Sheet Form B1 should be used.
3. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
4. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.

NOTES

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

EXAMINED

N491122 E

23 Nov 2016 15:45:15 Perth



LODGED BY

ADDRESS

DLA PIPER

PHONE No. **PO Box Z5470
Perth WA 8831
Australia**
FAX No **T 08 6487 6000
F 08 6487 6001**

REFERENCE No. **Issuing Box No: 888✓**

ISSUING BOX No.

PREPARED BY **DLA Piper**

ADDRESS **Level 31
152-158 St Georges Terrace
Perth WA 6000**

PHONE No. **(08) 6467 6000** FAX No. **(08) 6467 6001**

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

TITLES, LEASES, DECLARATIONS ETC. LODGED HERewith

1. Letter Received Items
2. _____ Nos. 1
3. _____
4. _____
5. _____
6. _____ Receiving Clerk [Signature]

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



SCHEDULE

1. Dominant Land

Lot 20 on Deposited Plan 70560 and being the whole of the land comprised in Certificate of Title Volume 2821 Folio 239.

2. Servient Land

Lot 501 on Diagram 99847 and being the whole of the land comprised in Certificate of Title Volume 2196 Folio 684.

3. Encumbrances

Nil.



Executed as a Deed by:

The GRANTOR

The COMMON SEAL of
HOUSING AUTHORITY
was hereunto affixed
in the presence of:



Appointed Officer

ALLAN PEREIRA

Appointed Officer

Eugene George Bowden

The GRANTEE

Executed by **Beach Street Holdings Pty Ltd**
ACN 145 191 948 in accordance with
section 127 of the *Corporations Act 2001*:

Director/company secretary

Name of director/company secretary
(BLOCK LETTERS)

Director

Name of director
(BLOCK LETTERS)

difference is not resolved then, if either the Grantor or the Grantee so requires, they may at any time by notice served on the other refer the dispute or difference to a single arbitrator and the arbitration will be conducted in accordance with the Commercial Arbitration Act 2012 with the right of a party to be represented by agents and legal practitioners under section 24A of that Act.

12. Consideration

- 12.1 In consideration of the Easement granted by this Deed, the Grantee will pay the Grantor the sum of \$5,000 inclusive of any GST within 14 days of the date of execution of this Deed.

13. Costs

- 13.1 The Grantee will pay its own costs and the Grantor's reasonable costs (including solicitors' costs of \$500 inclusive of GST) with respect to the negotiation, preparation, stamping and registration of this Deed.

14. Duty

- 14.1 The Grantee will pay all duty payable on this Deed.

15. Notices

- 15.1 In addition to the effecting service under any statute, any statement, demand or notice to any party may be validly served for the purposes of this Deed by being delivered personally or sent by registered post to the address of the addressee.
- 15.2 Each party may from time to time change its address by giving notice pursuant to this clause.
- 15.3 Service under this Deed is taken to be effected:
- (1) where delivered, upon actual delivery; and
 - (2) where sent by mail, on the second clear Business Day after the day of posting.

16. Governing Law

- 16.1 This Deed will be construed in accordance with the laws of Western Australia and the parties submit to the non-exclusive jurisdiction of the Courts of Western Australia.



	(b)	any damage to the Intruding Structure as a result of inadequate support during excavations by the Grantor is at the risk of the Grantee provided the Grantor has complied with the Grantee's request, if any, in clause 6.1(1)(a); and
	(2)	the Grantor shall not cut demolish remove alter deface or in any way damage or destroy any portion of the Intruding Structure.
6.2		For the purpose of the Grantee fulfilling its obligations under 5.1(a), the Grantor must:
	(a)	subject to the Grantee complying with clause 5.3, allow the Grantee access to the Servient Land within a reasonable time from receipt of notice as described in 5.3(a); and
	(b)	allow the Grantee to take on to the Servient Land anything the Grantor agrees is reasonably necessary to fulfil its obligations.
7.		Termination of Easement
7.1		If the Intruding Structure is at any time wholly or substantially destroyed or demolished then the Grantee or the Grantor may elect to cancel and terminate the Easement and the rights granted by this Deed by giving written notice of that election to the other party. The Easement will terminate 21 days after that notice is given.
7.2		In the event the Easement is terminated pursuant to clause 7.1, the Grantee must at its cost:
	(a)	quit and deliver up vacant possession of all of the area of the Servient Land that was subject to the Easement (Easement Site) to the Grantor;
	(b)	remove any walls or structures remaining on the Easement Site (if any) and make good any damage to the Servient Land or the structures thereon as a result of doing so;
	(c)	remove any fixtures, fittings or other property installed on the Easement Site by the Grantee from the Easement Site which the Grantor requires the Grantee to remove;
	(d)	leave the Easement Site in good and safe repair and condition; and
	(e)	immediately on receiving a request from the Grantor to do so, the Grantee must sign a surrender of easement deed to be prepared by the Grantor at the cost of the Grantee.
8.		Acknowledgement
8.1		The Grantee acknowledges that it has no claim and no right to enter the Servient Land except as stated in this Deed.
9.		Further Assurance
9.1		The parties must do all acts and things and execute all documents to give effect to the intentions and matters of this Deed and to ensure that it is registered under the Transfer of Land Act with Landgate, Western Australia.
10.		Indemnity
10.1		Except to the extent that any Claims are caused or contributed to by the act, omission, default or negligence of the Grantor and the Grantor's patrons, the Grantee will indemnify and keep indemnified the Grantor from and against all Claims the Grantor may suffer or incur in connection with the Intruding Structure and the use of the Intruding Structure and the Servient Land by the Grantee or any person with the approval expressed or implied of the Grantee of the Servient Land or any part thereof, including for loss of life, personal injury to any person or damage to any property arising from or out of any accident on the Servient Land relating to the Intruding Structure or the exercise of the Grantee's rights under this Deed.
11.		Arbitration
11.1		If any dispute or difference arises between the parties as to the terms of this Deed or as to the respective rights, duties and obligations of the parties under or as to any other matter arising out of or connected with the subject matter of this Deed the parties will meet in good faith as expeditiously as possible and attempt to resolve the dispute or difference.
11.2		If after attempting to resolve the dispute or difference in the manner described in clause 11.1 the dispute or



- (b) at its own cost, effect and keep in force an adequate public risk insurance policy (for a minimum amount of \$10,000,000 per event), in the name of the Grantee and noting the interests of the Grantor for all Claims in respect of death or personal injury to any person or for loss, damage or injury occurring to the Servient Land or to any property of the Grantor or property under the care, control and management of the Grantor as a result of the construction of the Intruding Structure on the Servient Land or the use of the Servient Land in connection with the Intruding Structure;
- (c) ensure that:
 - (i) the insurance referred to in clause 5.1(b) covers the Grantor for the insured sum for any one event in respect of injury or loss to both persons and property;
 - (ii) the Grantor is notified of any cancellation of any insurance policy taken out in accordance with this clause 5.1(b); and
 - (iii) the Grantor is not liable for any payments (including any excess on claims) in respect of the insurance; and
- (d) at its own cost, terminate its rights under this Deed within 28 days if the Intruding Structure is demolished.

5.2 The Grantee must, in exercising its rights granted in this Deed:

- (a) do so in such manner as to cause as little inconvenience as practicable to the Servient Land;
- (b) remedy and make good any damage to the Servient Land which may result from the exercise of this Easement by the Grantee and the Grantee's patrons; and
- (c) comply with all Acts in connection with the use of the Servient Land and the rights granted pursuant to this Deed.

5.3 In carrying out its obligations under clause 5.1(a) in circumstances where to do so requires access to the Servient Land the Grantee must:

- (a) give reasonable prior notice to the Grantor in writing requesting access to the Servient Land;
- (b) not undertake any works unless and until the prior written consent of the Grantor has been obtained, which consent may be subject to conditions but will not be unreasonably withheld;
- (c) ensure that all works are commenced, carried out and completed with all proper speed and in a proper and workmanlike manner by professional and appropriately qualified tradespersons within a time period the Grantor considers reasonably acceptable;
- (d) not disrupt or inconvenience, or create a nuisance to, the Grantor, tenants and other occupiers and users of the Servient Land or the usual activity in, on or about the Servient Land;
- (e) make good any damage or loss that may be caused to the Servient Land and any property on the Servient Land arising from or in connection with the works of the Grantee or its employees', agents' or contractors' entry onto the Servient Land;
- (f) immediately remove from the Servient Land any rubbish or debris resulting from the works and leave the Servient Land in a neat and tidy condition; and
- (g) immediately vacate the Servient Land when requested by the Grantor at any time and from time to time.

6. Obligations of Grantor

6.1 The Grantor covenants with the Grantee so as to bind the Servient Land that the Grantor will not:

- (1) intentionally damage or interfere with the Intruding Structure, except that the Grantee acknowledges and agrees that:
 - (a) the Grantor intends to, and nothing in this Deed prevents the Grantor from, making excavation of the Servient Land under or beside the Intruding Structure provided that the Grantee is given notice of the excavations prior to commencement and, if deemed necessary by the Grantee and upon the written request of the Grantee, the Grantor provides artificial means of support to the Intruding Structure while the excavations are open (such means to be specified by the Grantee and agreed to by the Grantor and the costs of which will be payable by the Grantee to the Grantor on demand); and



- (10) **Grantor's patrons** means the officers, employees, agents, customers, visitors, invitees, lessees and licensees of the Grantor;
- (11) **Improvements** means the buildings and other improvements constructed or to be constructed on the Dominant Land from time to time;
- (12) **Intruding Structure** means the southern wall of the building forming part of the Improvements (as may be renovated and repaired from time to time) and which intrudes onto the Servient Land in the manner shown on the Deposited Plan; and
- (13) **Servient Land** means the land described in Item 2 of the Schedule.

2. Construction of Terms

2.1 Unless repugnant to the sense or context:

- (1) reference to any party will mean and include a reference to that party, his successors or personal representatives (as the case may be) and transferees;
- (2) the word "*person*" will include a corporation;
- (3) words importing the singular or plural numbers will include the plural number and singular number respectively;
- (4) a reference to any gender will include all genders;
- (5) references to statutes will include all statutes amending or consolidating the statutes referred to;
- (6) words (including defined expressions) importing individual persons only will include corporations;
- (7) headings shall not affect the construction or interpretation of this Deed;
- (8) references to clauses are references to the clauses of this Deed;
- (9) unless the terms of this Deed are expressly to the contrary, rights granted to the Grantee under this Deed may be exercised by the Grantee and the Grantee's patrons and its and their officers, employees, contractors, workmen, agents, invitees and others acting with the Grantee's express or implied permission from time to time.

3. Commencement and Duration of Easement

- 3.1 The Easement granted by this Deed is intended to run with and bind the Servient Land for the benefit of the Dominant Land for so long as the Improvements remain on the Dominant Land.
- 3.2 The Easement shall commence on the date of execution of this Deed by the ~~Grantor~~ ^{Grantee} and shall continue until terminated in accordance with clause 7.

4. Operative Part

Grant of Easement

- 4.1 The Grantor as the registered proprietor of the Servient Land subject to the Encumbrances grants to the Grantee, subject to clause 5, the right:
 - (1) for the Intruding Structure to encroach upon the Servient Land;
 - (2) to use and maintain the Intruding Structure for the purpose of supporting the Improvements erected on the Dominant Land; and
 - (3) to enter upon the Servient Land by its agents, engineers, servants, workmen and others (with or without plant and equipment) upon reasonable notice to the Grantor or without such notice in the event of emergency, for the purpose of inspecting, repairing and maintaining the Intruding Structure but only to the extent that access to the Intruding Structure for the purposes of such inspection, repair or maintenance is not available from the Dominant Land.

5. Grantee's General Covenants

5.1 The Grantee covenants with the Grantor to:

- (a) keep and maintain the Intruding Structure in good and substantial repair and in a safe condition;



BLANK INSTRUMENT FORM**Easement of Support**

(Note 1)

This deed of easement is made the 8 day of November 2016
between:

Housing Authority formerly known as The State Housing Commission
of 99 Plain Street, East Perth, Western Australia
(Grantor)

AND

Beach Street Holdings Pty Ltd ACN 145 191 948
of 394 Stirling Highway, Claremont, Western Australia
(Grantee)

ABN 99 593 347 728
WESTERN AUSTRALIA DUTY
TSF 08/11/16 12:09 003394578-001 V6 N
DUTIABLE VALUE \$ *****5,000
DUTY \$ *****95.00

Recitals

- A. The Grantor is the registered proprietor of the Servient Land.
- B. The Grantee is the registered proprietor of the Dominant Land.
- C. The Grantee has erected Improvements upon the Dominant Land. A portion of the Improvements, being the Intruding Structure necessary for the support of the other Improvements on the Dominant Land, encroaches on the Servient Land and therefore forms part of the Servient Land.
- D. The Grantor has agreed to grant to the Grantee the Easement for the purpose of allowing the Intruding Structure erected on the Servient Land to remain so erected so as to provide support for the other Improvements erected on the Dominant Land upon the terms and conditions set out in this Deed.
- E. The Grantor and Grantee intend to ensure that their respective rights and obligations under this Deed are conferred upon or bind (as the case may be) upon their respective successors in title (including any strata company created upon the registration of a strata plan within the meaning of the *Strata Titles Act 1985 (WA)*) upon the terms and conditions set out in this Deed.

1. Definitions

1.1 In this deed, the following terms have the following meanings:

- (1) **Acts** means all acts and statutes (State or Federal) for the time being enacted or modifying any acts and/or regulations, by-laws, requisitions or orders made under any act from time to time by any statutory, public or other competent authority;
- (2) **Business Day** means any day which is not a Saturday, Sunday or a public holiday in Western Australia;
- (3) **Claims** means any claims, demands, proceedings, judgment damages, costs and losses of any nature whatsoever;
- (4) **Deed** means this Deed of Easement;
- (5) **Deposited Plan** means Deposited Plan 409803;
- (6) **Dominant Land** means the land described in Item 1 of the Schedule;
- (7) **Easement** means the easement created by this deed and shown as the areas marked "A" and "B" on the Deposited Plan;
- (8) **Encumbrances** means the encumbrances (if any) described in Item 3 of the Schedule;
- (9) **Grantee's patrons** means the officers, employees, agents, customers, visitors, invitees, lessees and licensees of the Grantee;



Commonwealth Bank

Commonwealth Bank of Australia
ACN 123 123 124

Banking Services Perth WA
Conveyancing

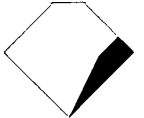
Level 7
Bankwest Place
300 Murray Street
Perth WA 6000
Australia

GPO Box A32
Perth WA 6001

Telephone (08) 9369 8917
Facsimile (08) 9422 2165
DX 143 Perth (6370 001)
Internet: www.commbank.com.au

The Registrar of Titles
Landgate
PO Box 2222
MIDLAND WA 6056

EV000329922 LTR



9th November 2016

Our reference: 600012174576

CT number/s: 2821/239

Attn: Registrar of Titles

CONSENT TO SUBSEQUENT LODGEMENT

Commonwealth Bank of Australia, as Mortgagee of Mortgage(s) Numbered N006020 hereby consents to the registration of the following documents:

Application to register an easement of support

Lodged by: DLA Piper Australia

In favour of: Beach Street Holdings Pty Ltd

Commonwealth Bank of Australia requests that, in accordance with the request by the Registered Proprietor/s to the Registrar of Titles in the above mortgage, NO duplicate Certificate of Title be issued at the conclusion of this transaction.

Yours faithfully

Te Aroha Tuhaka
Customer Service Specialist
Group Lending Services Perth

L3U 0401





INSTRUCTIONS

1. If insufficient space in any section, Additional Sheet, Form B1 should be used with appropriate headings. The boxed sections should only contain the words "see page..."
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
3. No alteration should be made by erasure. Erasure by correction fluid or tape is not acceptable. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.

NOTES

1. **DESCRIPTION OF LAND**
Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated.
Extent - Whole, part or balance of the land comprised in the Certificate of title to be stated.
2. **REGISTERED PROPRIETOR**
State full name and address of the Registered Proprietor as shown on the Certificate of Title or Crown Lease.

EXAMINED

L821780 MH

29 Dec 2011 14:53:50 Perth



REG \$ 160.00

MEMORIAL

HERITAGE OF WESTERN AUSTRALIA ACT 1990

LODGED BY Heritage Council of WA
ADDRESS 108 Adelaide Tce
EAST PERTH WA 6004
PHONE No. (08) 9220 4114
FAX No. (08) 9221 4151
REFERENCE
ISSUING BOX No. 888V

PREPARED BY Heritage Council of WA
ADDRESS 108 Adelaide Tce
EAST PERTH WA 6004
PHONE No. (08) 9220 4114
FAX No. (08) 9221 4151

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

TITLES, LEASES, DECLARATIONS ETC LODGED HERewith

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

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



213



Form Approval No. B1106

MEMORIAL

HERITAGE COUNCIL
Ref. No.: 15820

**HERITAGE OF WESTERN AUSTRALIA ACT 1990
REGISTER OF HERITAGE PLACES
NOTIFICATION OF ENTRY
SECTION 56 (1)**

DESCRIPTION OF LAND (Note 1)	EXTENT	VOLUME	FOLIO
DALGETY WOOL STORES (FMR) 36 QUEEN VICTORIA STREET, FREMANTLE			
LOT 2 ON DIAGRAM 1207	WHOLE	1873	448
LOT 1 ON DIAGRAM 1207 LOTS 265, 266, 303 & 304 ON DEPOSITED PLAN 222424 LOT 52 ON DIAGRAM 5998	WHOLE	1873	450


REGISTERED PROPRIETOR OF LAND (Note 2)

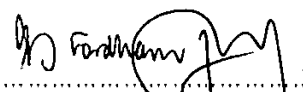
BEACH STREET HOLDINGS PTY LTD
OF 78 CHURCHILL AVENUE, SUBIACO

On the 11TH day of APRIL 2008

AN ENTRY IN RESPECT TO THE ABOVE DESCRIBED LAND WAS MADE IN THE REGISTER OF HERITAGE PLACES, PURSUANT TO DIVISION 2 OF PART 5 OF THE HERITAGE OF WESTERN AUSTRALIA ACT 1990, AND THE PARTICULARS REGISTERED IN RESPECT OF THAT ENTRY ARE INCLUDED HEREWITH.

Dated this 29TH day of DECEMBER 2011


.....
GRAEME GAMMIE
EXECUTIVE DIRECTOR
OFFICE OF HERITAGE,
A DELEGATE OF THE HERITAGE COUNCIL
OF WESTERN AUSTRALIA (GOVERNMENT
GAZETTE 18 MAY 2010, PAGE 2042)


.....
WITNESS, VINCENT FORDHAM
LAMONT, AN OFFICER OF THE
OFFICE OF HERITAGE





REGISTER OF HERITAGE PLACES

Permanent Entry

1. **DATA BASE No.** 15820
2. **NAME** *Dalgety Wool Store (fmr)* (1922/3; 1927; 1942; 1944; 1952)
OTHER NAME (Fort Knox Self Storage)
3. **LOCATION** 36 Queen Victoria Street, Fremantle
4. **DESCRIPTION OF PLACE INCLUDED IN THIS ENTRY**
Lot 2 on Diagram 1207 being the whole of the land contained in Certificate of Title Volume 1873 Folio 448; Lot 268 on Deposited Plan 222424 being the whole of the land contained in Certificate of Title Volume 1873 Folio 449; and Lot 1 on Diagram 1207, Lot 52 on Diagram 5998, Lots 265, 266, 303 and 304 on Deposited Plan 222424 together being the whole of the land contained in Certificate of Title Volume 1873 Folio 450.
5. **LOCAL GOVERNMENT AREA** City of Fremantle
6. **OWNER** Match Securities Limited
7. **HERITAGE LISTINGS**

• Register of Heritage Places:	Permanent Entry	11/04/2007
• National Trust Classification:		-----
• Town Planning Scheme:		-----
• Municipal Inventory:	Adopted - Level 2	22/02/2000
• Register of the National Estate:		-----
8. **CONSERVATION ORDER**

9. **HERITAGE AGREEMENT**

10. **STATEMENT OF SIGNIFICANCE**
Dalgety Wool Store (fmr), comprising a four-level brick and iron warehouse building (1922/23, 1927, 1944) and an adjoining single-storey brick and iron warehouse (1942, 1952) in a late version of the Federation Warehouse style, constructed for Dalgety and Co to provide warehousing and showrooms for the auction of wool to local, interstate and overseas buyers, is of cultural heritage significance for the following reasons:

the place is an outstanding example of a large-scale utilitarian warehouse in a late version of the Federation Warehouse style of architecture;



INSTRUCTIONS

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2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
3. No alteration should be made by erasure. Erasure by correction fluid or tape is not acceptable. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.

NOTES

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Extent – Whole, part or balance of the land comprised in the Certificate of title to be stated.
2. **REGISTERED PROPRIETOR**
State full name and address of the Registered Proprietor as shown on the Certificate of Title or Crown Lease.

EXAMINED

N491125 MH

23 Nov 2016 15:45:15 Perth



MEMORIAL

HERITAGE OF WESTERN AUSTRALIA ACT 1990

LODGED BY ~~Heritage Council of WA~~

ADDRESS ~~491 Wellington Street~~
~~PERTH WA 6000~~

PHONE No. ~~(08) 6552 4000~~

FAX No. ~~(08) 6552 4000~~ **DLA PIPER**
Perth WA 6831

REFERENCE **Australia**
T 08 6467 6000
F 08 6467 6001

ISSUING BOX No. 888V

Issuing Box No: 888V

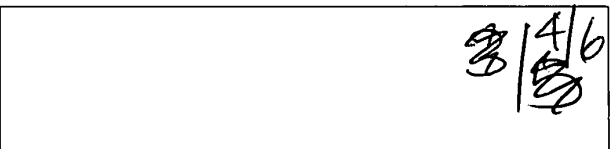
PREPARED BY Heritage Council of WA

ADDRESS 491 Wellington Street
PERTH WA 6000

PHONE No. (08) 6552 4000

FAX No. (08) 6552 4001

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



TITLES, LEASES, DECLARATIONS ETC LODGED HERewith

1. Heritage Agreement copy Received Items
 2. _____ Nos.
 3. _____
 4. _____
 5. _____
 6. _____
- Receiving Clerk

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



TO REGISTRAR OF TITLES
REGISTRAR OF DEEDS AND TRANSFERS
CHIEF EXECUTIVE OFFICER, LANDGATE

Form Approval No. B7233

MEMORIAL

HERITAGE COUNCIL
Ref. No.: 15820

HERITAGE OF WESTERN AUSTRALIA ACT 1990 HERITAGE AGREEMENT SECTION 29 (6)

DESCRIPTION OF LAND (Note 1)

EXTENT

VOLUME

FOLIO

DALGETY WOOL STORES (FMR)
36 QUEEN VICTORIA STREET, FREMANTLE
LOT 20 ON DEPOSITED PLAN 70560

WHOLE

2821

239

REGISTERED PROPRIETOR OF LAND (Note 2)

BEACH STREET HOLDINGS PTY LTD OF 394 STIRLING HIGHWAY, CLAREMONT

HERITAGE AGREEMENT

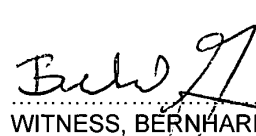
THE WITHIN INSTRUMENT DATED THE 10TH DAY OF NOVEMBER 2016
AND CERTIFIED UNDER SECTION 32 (1) IS A HERITAGE AGREEMENT UNDER SECTION 29 OF
THE HERITAGE OF WESTERN AUSTRALIA ACT 1990.

DURATION OF AGREEMENT

OF PERMANENT EFFECT

Dated this 14th day of NOVEMBER 2016


JOEL GILMAN
SOLICITOR,
DEPARTMENT OF THE STATE HERITAGE OFFICE,
A DELEGATE OF THE HERITAGE COUNCIL
OF WESTERN AUSTRALIA (GOVERNMENT
GAZETTE 18 JULY 2014, PAGE 2560)


WITNESS, BERNHARD KLINGSEISEN
SENIOR LAND INFORMATION OFFICER
DEPARTMENT OF THE STATE HERITAGE
OFFICE



Heritage of Western Australia Act 1990

Section 29

EV000329926 OTHER



HERITAGE AGREEMENT

between

HERITAGE COUNCIL OF WESTERN AUSTRALIA

and

BEACH STREET HOLDINGS PTY LTD

(ACN 145 191 948)

As Trustee for the

FORT KNOX DEVELOPMENT TRUST

(ABN 23 622 415 263)

in respect of

LOT 20 ON DEPOSITED PLAN 70560

A portion of

DALGETY WOOL STORES (FMR)

(HCWA Place No. 15820)



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HERITAGE AGREEMENT

Lot 20 on Deposited Plan 70560 A portion of Dalgety Wool Stores (fmr) 36 Queen Victoria Street Fremantle

THIS AGREEMENT is made between the following parties:

1. **HERITAGE COUNCIL OF WESTERN AUSTRALIA** a corporate body established pursuant to the *Heritage of Western Australia Act 1990*, of Level 2, 491 Wellington Street, Perth, Western Australia, 6000 (the "Council"); and
2. **BEACH STREET HOLDINGS PTY LTD** (ACN 145 191 948) as Trustee for the **FORT KNOX DEVELOPMENT TRUST** (ABN 23 622 415 263), of 394 Stirling Highway, Claremont, Western Australia, 6010 (the "Owner").

RECITALS:

- A. The Council's objects are to identify, conserve and, where appropriate, enhance those places which are of significance to the cultural heritage of Western Australia; facilitate development that is in harmony with the cultural heritage; and promote public awareness and knowledge of Western Australia's cultural heritage.
- B. The Owner is the Registered Proprietor of the Land.
- C. The Place has been identified as being of cultural significance, and was entered in the Register of Heritage Places on a permanent basis pursuant to the Act on 11 April 2008.
- D. As a condition of support for planning approval the Owner is required to enter into an agreement with the Council binding on the current and successive owners of the Place to ensure its ongoing conservation and maintenance.
- E. The Council and the Owner wish to enter this Agreement to provide for the conservation of the Place so as to retain its cultural heritage significance for present and future generations.

AGREEMENT:

The Parties agree with each other as follows:

PART 1 DEFINITIONS & CONSTRUCTION

1.1 Definitions

In this Agreement, unless the contrary intention appears:

"Act" means the *Heritage of Western Australia Act (WA) 1990*;

"Agreement" means this Agreement as it may from time to time be varied as permitted by its terms;

"Completion Date" means:



- (a) in the case of **"Short-term Works"** as described in Item 5 of the Schedule, the second anniversary of the Effective Date;
- (b) in the case of **"Medium-term Works"** as described in Item 5 of the Schedule, the fifth anniversary of the Effective Date; and
- (c) in the case of **"Long-term Works"** as described in Item 5 of the Schedule, the tenth anniversary of the Effective Date.

"Conservation Plan" means the Conservation Plan in respect of the Place described in Item 4 of the Schedule, as may from time to time be varied with the prior written approval of the Council;

"Conservation Works" means the works specified in Item 5 of the Schedule;

"Damage" means losses, costs, damages, liabilities, expenses, actions, suits or claims of any kind;

"Development" means the development or use of the Place, including:

- (a) any demolition, erection, construction, alteration of or addition to any building or structure on the Land;
- (b) the carrying out on the Land of any excavation or other works;
- (c) any act or thing that is likely to change the character of the Place or the external appearance of any building;
- (d) any act or thing that would constitute an irreversible alteration of the Significant Fabric; and
- (e) a material change in the Use of the Place;

"Effective Date" means the date on which this Agreement is certified by the Minister pursuant to Section 32(1) of the Act;

"Event of Default" is defined in clause 5.1;

"Land" means the land described in Item 3 of the Schedule;

"Maintenance" means the continuous protective care of the Significant Fabric as specified in Item 6 of the Schedule;

"Minister" means the Minister responsible for the administration of the Act;

"Owner" means:

- (a) subject to clause 2.2(d), BEACH STREET HOLDINGS PTY LTD, for so long as BEACH STREET HOLDINGS PTY LTD is the registered proprietor of the Land; and
- (b) the Owner or Owners of the Land from time to time, as the expression "owner" is defined in the Act;

"Place" means the place described in Item 1 of the Schedule;

"Register" means the Register of Heritage Places as defined in the Act;

"Significant Fabric" means all the physical material of the Place specified in Item 2 of the Schedule; and

"Use" means the functions of the Place as well as the activities and practices that may occur at the Place.

1.2 Construction

In this Agreement, unless the contrary intention appears:

- (a) a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute



includes all regulations, proclamations, ordinances and by-laws issued under that statute;

- (b) a covenant or agreement by more than one person binds, and is enforceable against, those persons jointly and each of them severally;
- (c) no rule of construction applies to the disadvantage of a party on the basis that the party was responsible for drafting this Agreement or any part of it;
- (d) a reference to this Agreement or any other document or instrument includes the Agreement, document or instrument (as the case may be) as varied or replaced, notwithstanding any change in the identity of the parties;
- (e) a reference to the Owner doing or refraining from doing anything includes a reference to the Owner causing a person to do, or causing a person to refrain from doing, that thing (as the case may be);
- (f) a reference to any thing is a reference to the whole and each part of it; and
- (g) words and phrases having defined meanings in the Act, unless otherwise defined in this Agreement, have the meanings so defined in the Act.

PART 2

COMMENCEMENT, DURATION AND SCOPE OF THIS AGREEMENT

2.1 Commencement and Duration of this Agreement

- (a) This Agreement is made pursuant to Section 29 of the Act and is conditional upon the Minister
 - (i) being satisfied that this Agreement is necessary for the purposes of, and complies with, the Act; and
 - (ii) certifying that fact upon each executed copy of this Agreement.
- (b) This Agreement commences on the Effective Date and shall be of permanent effect unless terminated with the written consent of the Council.

2.2 Scope of this Agreement

- (a) This Agreement:
 - (i) applies to the Land and the Place;
 - (ii) binds the Land and the Place; and
 - (iii) binds the Owner.
- (b) All of the obligations of the Owner under this Agreement dealing with development or use of the Land or any part of the Land or the conservation or care of any building, natural feature or other object on the Land are covenants made pursuant to section 29(10) of the Act and are intended to run with the Land.
- (c) The rights and obligations of the Owner under this Agreement are not assignable by the Owner without the prior written consent of the Council, which consent shall not be unreasonably withheld.
- (d) Subject to clause 2.2(e), on the person who is at the time the Owner ("**Outgoing Owner**") transferring the whole of that person's interest in the Place to another person, the Outgoing Owner is released from all personal liability under this Agreement. For the avoidance of doubt, this clause 2.2(d) operates only to release the Outgoing Owner personally and does not release, vary or otherwise affect the obligations of the Owner under, or in connection with, this Agreement.



- (e) The provisions of clause 2.2(d) shall not apply in respect of any liability or claim which arose prior to the date of registration of the transfer of the whole of the interest of the Outgoing Owner to another person.

PART 3 DEVELOPMENT AND CONSERVATION

3.1 Conservation Plan

The parties acknowledge that the Conservation Plan is the primary guiding document for the conservation and future use of the Place and should be read in conjunction with this Agreement as an essential reference document. For the avoidance of doubt, all express obligations on the Owner in this Agreement which are derived from the Conservation Plan are described in the Annexures.

3.2 Conservation Works

The Owner must undertake the conservation of the Place and is required to carry out the Conservation Works by the Completion Date. All such works must be referred to the Council for advice prior to the works actually being undertaken.

3.3 Development

Unless approved in advance in writing by the Council, the Owner shall not:

- (a) carry out any Development;
- (b) without prejudice to the generality of clause 3.3(a), do or permit to be done anything on or in relation to the Place which adversely affects the cultural heritage significance or characteristics of the Place;
- (c) sub-divide or make application to sub-divide the Land; or
- (d) remove or demolish or make application to remove or demolish any Significant Fabric.

3.4 Maintenance

The Owner shall ensure that:

- (a) the Significant Fabric, as restored and adapted with the approval of the Council, is kept in a proper, safe and sound standard of repair and condition in all respects, in accordance with the Conservation Plan; and
- (b) reasonable measures are taken to secure the Place against trespass, vandalism, vermin and pests during any period in which the place is to be unoccupied for at least 90 consecutive days.

3.5 Conservation Consultant

The Owner must appoint a consultant approved in advance in writing by the Council to supervise the Conservation Works and any Development of the Place or other action which requires the approval of the Council under clause 3.3.

3.6 Reporting

- (a) All reports required in this clause shall be prepared on behalf of the Owner by the consultant appointed pursuant to clause 3.5, or such other person with the necessary skills approved in writing in advance by the Council.
- (b) The Owner must ensure that a proper, detailed and comprehensive written report describing the completed Conservation Works is provided within 30 days after the Completion Date of each category of Conservation Works



(i.e., "Short-term Works", "Medium-term Works" and "Long-term Works", respectively).

- (c) The Owner must ensure that a proper, detailed and comprehensive written report is provided to the Council within 60 days after receipt of a written request from the Council for a report describing
 - (i) all Conservation Works, Maintenance, or Development activities which the Owner has undertaken pursuant to this agreement since the later of the Effective Date or the date of any previous report;
 - (ii) the condition of the Significant Fabric at the time of the report; and
 - (iii) any other matters regarding the conservation of the Place as specified in the written request;provided that no more than one such report shall be required within any 12-month period.
- (d) In the event that the Council requires further information, detail, explanation or other clarification beyond that provided in a submitted report, the Council shall notify the Owner in writing of the particular information required and the time in which the Owner is to provide that information, which shall not be less than 30 days from the date of receipt of the written notice from the Council.
- (e) The Owner's failure to provide any report or additional information required under this Clause 3.6 shall constitute an Event of Default.

3.7 Insurance

- (a) The Owner shall maintain an insurance policy with a reputable insurance company approved in advance in writing by the Council, sufficient to enable full and proper replacement, reinstatement or restoration of the Significant Fabric in the case of damage or destruction and provide a copy of such a policy and a Certificate of Currency to the Council. In the event of damage or destruction the Owner shall, using monies recovered from its insurance policy and its own monies, fully and properly replace, reinstate or restore the destroyed or damaged Significant Fabric.
- (b) In the event of a dispute between the parties as to whether replacement, reinstatement or restoration of the Significant Fabric is practical and feasible, following an occurrence of damage to or destruction of the Place, prior to seeking any legal remedies the parties shall attempt to resolve the dispute through good faith negotiation and, if necessary, informal mediation facilitated by a neutral mediator acceptable to all parties to the dispute. The parties shall each bear their own costs associated with any such negotiation or informal mediation.

3.8 Compliance with Statutes

The provisions of this Agreement are in addition to the Act and any other written laws and nothing in this Agreement removes, limits or modifies the obligations on the Owner to comply with all relevant statutory and other requirements in connection with the Development of the Land and/or Conservation or Maintenance of the Place, and the Owner is responsible for ascertaining the need for and obtaining all approvals, consents, licences and permits required for Development of the Land and/or Conservation or Maintenance of the Place, including planning approvals and building permits, from all relevant bodies and authorities including the local authority.



PART 4
COUNCIL'S RIGHTS OF ENTRY AND POWERS OF INSPECTION

4.1 Council's rights of entry and powers of inspection

- (a) Subject to clause 4.1(b) the Council shall, through its nominated representative or nominated officer from time to time, have the power to enter the Place at reasonable times, and on reasonable prior notice, for any purpose related to the provisions of this Agreement, including without limitation to inspect the Place with a view to ensuring compliance with the provisions of this Agreement.
- (b) Subject to clause 4.1(c), the Council shall comply with any reasonable requirement imposed by the Owner for the purpose of exercising the rights of the Council under clause 4.1(a).
- (c) The Owner must do all things necessary to enable the Council to exercise its rights of inspection as set out in clause 4.1(a), including without limitation, ensuring that reasonable access is provided to all parts of the Place and ensuring access to and use of any facility at the Place which is necessary to facilitate inspection.

PART 5
DEFAULT

5.1 Events of default

An Event of Default occurs if:

- (a) the Owner is in breach of, or does not comply with, any of its obligations under this Agreement and the breach or non-compliance continues for 30 business days, or such longer period as is reasonable for rectification having regard to the nature of the breach or non-compliance, after receipt of written notice from the Council to effect compliance; or
- (b) the Owner repudiates or commits a fundamental breach of this Agreement.

5.2 Rights and remedies of Council

In the event any Event of Default occurs, the Council shall be entitled to exercise any one or more of the following powers:

- (a) through its agents, contractors or employees enter the Place and take such actions as are in the Council's opinion necessary to rectify the Event of Default (including attending to any construction or other works) together with or separately from;
- (b) any rights and remedies which may be available to the Council at law or in equity, including applying to the court for an order for specific performance, together with or separately from;
- (c) the rights, powers and remedies available to the Council under the Act, and nothing in this Agreement limits or prejudices or shall hinder the exercise by the Council or the Minister or any other person of any of the rights, powers or remedies available to the Council, the Minister or that person under the Act if an Event of Default occurs, or any other event occurs which is a breach of any provision of the Act.

5.3 Land and Place at risk of Owner

- (a) The Land and the Place shall remain at the risk of the Owner in all respects, notwithstanding any provisions in this Agreement dealing with



the Development, Conservation or Maintenance of the Land or the Place. Without limitation, all Development, Conservation or Maintenance of the Land or the Place shall be conducted entirely at the risk of the Owner and the Owner shall, subject to clause 5.3(b), indemnify and keep indemnified and save harmless the Council, the Minister, the State of Western Australia and any of their respective servants or agents (each an 'Indemnified Party') against all Damage incurred or suffered by any of them arising from or in connection with the Development, Conservation, Maintenance or occupation of the Land or the Place by the Owner or any person acting through, on behalf of, or under the direction of the Owner.

- (b) The indemnity provided by the Owner in clause 5.3(a) shall be reduced proportionately to the extent that it can be shown any Damage has been caused by a negligent or deliberately malicious act or omission by an Indemnified Party.

5.4 Interest on overdue money

If the Owner becomes liable to pay any amount of money to the Council pursuant to this Agreement or arising from any matter the subject of this Agreement, the Owner shall pay to the Council interest on that amount from and including the due date for payment of the amount to but excluding the actual date of payment of that amount. The interest is to be paid on demand by the Council, is to be calculated on daily balances, and is to be at the rate then payable on judgment debts pursuant to the provisions of the *Supreme Court Act (WA) 1935*.

PART 6 NOTICES

6.1 Form of notices

Any notice, report or other communication which must be given, served or made under or in connection with this Agreement:

- (a) must be in writing in order to be valid;
- (b) is sufficient if executed by the Party giving, serving or making the notice, or if executed on such Party's behalf by any officer, director, attorney or solicitor having the authority to so act for such Party;
- (c) is sufficient, in the case of the Owner's obligations under clause 3.6, if executed by the relevant consultant appointed pursuant to clause 3.5;
- (d) shall be deemed to have been duly served, given or made in relation to a person if it is delivered or posted by prepaid post to the address, or sent by facsimile or sent by email to the address of that person identified in clause 6.2 or at such other address or number as is notified in writing by that person to the other Parties from time to time; and
- (e) shall be deemed to be served, given or made:
 - (i) if delivered by hand, on delivery;
 - (ii) if sent by prepaid post, on the second day after the date of posting;
 - (iii) if sent by facsimile, on receipt of a transmission report confirming successful transmission; and
 - (iv) if sent by email, on receipt of confirmation of successful delivery.



6.2 Address for notices

The details of each Party for the purposes of giving notice are as follows:

- (a) the **Council**: Heritage Council of Western Australia
PO Box 7479
Cloisters Square PO WA 6850
Phone: (08) 6552 4000 Fax: (08) 6552 4001
Email: info@stateheritage.wa.gov.au
ATTENTION: Manager, Development Referrals
- (b) the **Owner**: Beach Street Holdings Pty Ltd
394 Stirling Highway
Claremont WA 6010
Phone: (08) 9384 3855 Fax: (08) 9384 3866
Email: dean.burrowes@mggroup.com.au
ATTENTION: Dean Burrowes

PART 7 GENERAL

7.1 Variation to be in writing

No variation of this Agreement shall be effective unless in writing and executed by the Council and the Owner and certified by the Minister.

7.2 Governing Law

This Agreement is governed by the Laws of the State of Western Australia and the parties submit to the jurisdiction of that State.

7.3 Further assurances

Each party shall do all things and execute all further documents as are necessary to give full effect to this Agreement.

7.4 Extension of time by Council

The Council may, at its discretion and by written notice to the Owner, extend any time period for performance by the Owner of any of obligations of the Owner under this Agreement.

7.5 Costs

- (a) The Owner shall pay or reimburse the Council on demand for all costs and expenses incurred by the Council in relation to:
 - (i) the exercise or enforcement by the Council of any right, power or remedy under this Agreement, at law, in equity or otherwise; and
 - (ii) any act or omission by the Owner causing Damage to the Council, including (without limitation) the Council's legal costs and expenses.
- (b) Each party shall pay all its own legal costs and expenses in relation to the preparation, execution and stamping of this Agreement.



7.6 No Waiver

Any failure to enforce this Agreement or any forbearance, delay or indulgence granted by one party to the other party will not be construed as a waiver of any rights, privileges or immunities created under this Agreement.

PART 8 TRUSTEE'S LIMITATION OF LIABILITY

8.1 Definitions

In this Part 8, the following definitions apply:

- (a) **Trust** means the Fort Knox Development Trust as established by the Trust Deed;
- (b) **Trust Deed** means the constitution of the Fort Knox Development Trust dated 30 July 2007; and
- (c) **Trust Property** means all assets, property rights real and personal of any value whatsoever of the Trust.

8.2 Acknowledgement

The parties acknowledge and agree that:

- (a) The Owner enters into this Agreement in its capacity as trustee of the Trust and in no other capacity;
- (b) Except in the case of any liability of the Owner under or in respect of this Agreement resulting from the Owner's own fraud, negligence, or breach of trust, the recourse for any person to the owner in respect of any obligations and liabilities of the Owner under or in respect of this Agreement is limited to the Owner's ability to be indemnified from the Trust Property; and
- (c) If any party does not recover the full amount of any money owing to it arising from non-performance by the Owner of any of its obligations, or non-payment by the Owner of any of its liabilities, under or in respect of this Agreement by enforcing the rights referred to in clause 8.2(a)(ii), that party may not (except in the case of fraud, negligence or breach of trust by the Owner) seek to recover the shortfall by:
 - (i) bringing proceedings against the Owner in its personal capacity; or
 - (ii) applying to have the Owner wound up.

8.3 Owner's Covenants and Warranties

The Owner covenants with, and warrants to, the Council the following:

- (a) It has full powers pursuant to its constitution and the Trust Deed to enter into this Agreement and to perform its obligations under this Agreement;
- (b) The Trust is lawfully and validly constituted and the Trust Deed has been properly executed;
- (c) It is indemnified out of the assets of the Trust;
- (d) It has obtained all consents and approvals necessary to execute this Agreement so as to bind the property of the Trust and all necessary conditions precedent for that purpose have been met;



- (e) No facts are known to it, as at the date of this Agreement, whereby:
 - (i) the Trust might be wound up voluntarily or otherwise;
 - (ii) the trustee might be changed; or
 - (iii) the assets of the Trust might be vested in another person;
- (f) If, while the Owner is bound by this Agreement, there is any variation to, or amendment of, the terms of the Trust Deed (trust variation), or a change that affects the covenants and warranties given in the preceding paragraphs (change of covenant and warranty), it will provide a copy of the trust variation, or details of the change of covenant and warranty, as the case may be, to the Council as soon as practicable after the trust variation or change of covenant and warranty occurs.

8.4 Application of this Part 8

The limitations on liability established by this Part 8 apply despite any other provision of this Agreement or any principle of equity or law to the contrary.




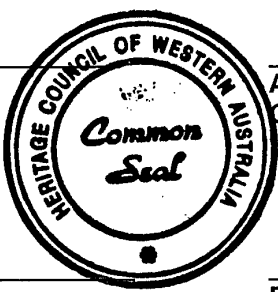

THE SCHEDULE

- Item 1: Place**
- Lot 20 on Deposited Plan 70560, a portion of *Dalgety Wool Stores (fmr)* (HCWA Place No. 15820), located at 36 Queen Victoria Street, Fremantle, Western Australia, and consists of:
- (a) the Land;
 - (b) all buildings, structures and works on the Land from time to time; and
 - (c) any thing in connection with the Land, entered or deemed to be entered in the Register.
- Item 2: Significant Fabric**
- The Significant Fabric is specified in Section 3.0 of Conservation Plan, "Graded Zones and Elements of Significance", including Figures 14-20.
- Item 3: Land**
- Lot 20 on Deposited Plan 70560 being the whole of the land contained in Certificate of Title Volume 2821 Folio 239.
- Item 4: Conservation Plan**
- 'HEIRLOOM' / DALGETY WOOL STORES (FMR)*
Conservation Management Strategy prepared by Hocking Heritage Studio (September 2016).
- Item 5: Conservation Works**
- The schedule of works described in Annexure A.
- Item 6: Maintenance**
- The schedule of maintenance activities described in Annexure B.

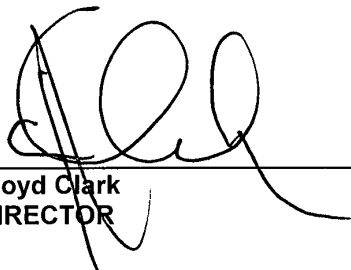



EXECUTED AS A DEED

THE COMMON SEAL of the HERITAGE COUNCIL OF WESTERN AUSTRALIA is affixed by authority of its Board in the presence of:

 _____ Graeme Gammie EXECUTIVE DIRECTOR		 _____ Anne Arnold CHAIRPERSON
<u>26/10/16</u> Date signed		<u>3rd November 2016</u> Date signed

FOR BEACH STREET HOLDINGS PTY LTD (ACN 145 191 948):

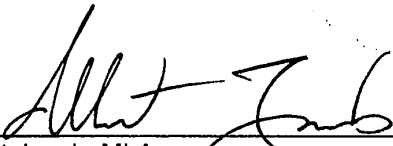
 _____ Lloyd Clark DIRECTOR	 _____ Cameron Barr DIRECTOR
<u>26/10/2016</u> Date signed	Matthew Adam McNeilly <u>26/10/2016</u> Date signed



**CERTIFICATE UNDER SECTION 32
OF THE HERITAGE OF WESTERN AUSTRALIA ACT (WA) 1990**

I, the Hon. Albert Jacob, MLA, Minister for Environment; Heritage, hereby certify that this Agreement is necessary for the purposes of, and complies with, the *Heritage of Western Australia Act (WA) 1990*.

Dated the 10th day of November 2016.



Albert Jacob, MLA
Minister for Environment; Heritage



Annexure A

Conservation Works

The following works are derived from Section 4.0 of the Conservation Plan, "Conservation Works and Maintenance Schedules" at pages...

Short-term Works (to be completed within two years of the Effective Date)

1. Assess condition of the brick retaining wall in the basement along the south façade for further signs of penetrating and falling damp from site drainage in the adjoining housing development, which is resulting in fretting of bricks and loss of mortar joints, and undertake remedial work as necessary.
2. Assess condition of the brick retaining wall in the basement along east façade for falling damp from footpath and downpipes, which is resulting in fretting of bricks and loss of mortar joints, and undertake remedial work as necessary.
3. Assess condition of the brick retaining wall in the basement along north façade for penetrating damp from site drainage, which is resulting in fretting of bricks and loss of mortar joints, and undertake remedial work as necessary
4. Assess effectiveness of bird proofing system. Upgrade and/or investigate other alternatives if existing system is not sufficient to deter pigeons.

Medium-term Works (to be completed within five years of the Effective Date)

5. Inspect flashings to timber columns, bearers, struts and joists in the atriums. Replace and/or reposition as required to provide protection to timber and joints between various members.
6. Assess condition of mortar joints on face brickwork. Re-point where joints are missing and/or eroded to match existing materials and profiles.

Long-term Works (to be completed within 10 years of the Effective Date)

7. Re-paint all exposed timber structures in the atriums including columns, bearers, struts and joists with external grade opaque paint finish to protect timber. Colour to match existing colour scheme.
8. Re-paint all exposed timber lined soffits, fascia and moulding to eaves of saw tooth roof on Queen Victoria Street façade with external grade opaque paint finish to protect timber. Colour to match existing colour scheme.
9. Re-paint all exposed steel structures in the atriums including steel braces and columns with external grade opaque paint finish to protect steel. Colour to match existing colour scheme.
10. Re-paint all down pipes, saddle straps and rain water heads on Beach Street and Queen Victoria Street facades to match existing colour scheme.
11. Re-paint timber enclosure with external grade paint finish to match existing colour scheme for the wool hoist located on Level 1 foyer.



Annexure B

Maintenance

The Programme below will form part of the maintenance regime for this place. The programme will be the responsibility of the Owner or the Owner's nominee. Should the property be sold the new proprietor shall nominate the person responsible for carrying out this maintenance schedule. The Heritage Council of Western Australia should be notified of any change of the person responsible.

This schedule is concerned with the significant heritage fabric and the presentation of the place. It does not aim to cover all the statutory requirements concerning plant and machinery. The required inspection of these items should form part of a broader more comprehensive schedule prepared by the proprietor or building manager.

This schedule should be regarded as provisional and should be adapted by mutual agreement to suit circumstance and experience. This schedule should be regarded as a minimum standard. The schedule should be adhered to in any period where the place is wholly or partially unoccupied.

Should the place be subject to damage by fire, infestation, seismic or building activity or alteration of the foundation, an inspection of the building frame by a qualified structural engineer will be required and any recommendations implemented.

Periodic Maintenance Schedule:

As needed:

- Promptly remove graffiti.
- Remove debris and blockage in grated channel drains in the atrium and grated drains along the footpath on Queen Victoria Street and Beach Street.

Annually:

- Inspect buildings for termites and other potentially damaging pests; treat as necessary.
- Clean gutters and downpipes for free flow, prior to winter.
- Inspect roof access safety system, access ladders, platforms and ensure in sound condition
- Inspect fire detection equipment, alarms and sprinkler systems to ensure all equipment and systems are in good operating condition and compliant.
- Check to ensure wool hoist on Level 1 is intact and secured. Check for loose fixings, loose or missing hardware and loose boards and repair as required.
- Check to ensure all terracotta wall vents on the facades are intact. Repair and/or replace damaged vents as required to match existing.
- Check to ensure external doors, windows, louvered openings and gates have not been tampered with or damaged and replace as required.
- Check for evidence of termite activity, pigeons and pests and treat as required.
- Assess changes to face brickwork, internally and externally, including fretting and spalling bricks, missing or eroded mortar joints, cracks through joints and bricks and carry out repairs as required to match existing.
- Assess changes to concrete lintels and beams, internally and externally, including spalling concrete, signs of corrosion of embedded reinforcements, cracks and carry out repairs as required to match existing.
- Assess changes to exposed timbers, internally and externally, including cracks, splits, signs of wood decay and carry out repairs as required.



- Inspect condition of interpretive panels in the foyer and on lift shafts. Ensure panels and fixings are secured and intact. Repair and/or replace panels and fixings as required.
- Check for leaks and water ingress –
 - in the upper basement from the atriums on Level 1 that may affect condition and integrity of timber columns and timber floor structures beneath atrium floor finishes;
 - in roofs, windows and cladding in the saw tooth roofs, box gutters on Level 3 and 4;
 - through louvered openings in the upper basement level; and
 - through exposed timber floor structures of all apartments, particularly within and adjacent to wet areas, plumbing penetrations, kitchen and balconies.
 - Remedy as required.

Five Yearly:

- Inspect metal roofing, fixings, wall flashings, box gutters and downpipes for corrosion and repair as necessary.
- Inspect and repair external glazing as necessary.
- Inspect condition of paint system on all timber and steel structures in the atrium including timber columns, bearers, struts, joists, and steel bracing and trusses. Repaint as required.
- Inspect condition of oiled finish on all timber elements in the apartments and internalised common areas (entry foyers, lift lobbies, corridors). Reapply oil as required.
- Inspect condition of paint system on all rendered concrete elements on the facades including coping, sills, lintels, cornices, key stones within brick arches. Repaint as required with high performance flexible acrylic copolymer waterproof protective coating.



INSTRUCTIONS

1. If insufficient space in any section, Additional Sheet, Form B1, should be used with appropriate headings. The boxed sections should only contain the words "see page ..."
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.

NOTES

1. **DESCRIPTION OF LAND**
Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated.
Extent - Whole, part or balance of the land comprised in the Certificate of Title to be stated.
The Volume and Folio number, to be stated.
2. **REGISTERED PROPRIETOR**
State full name and address of the Registered Proprietors as shown on the Certificate of Title and the address / addresses to which future Notices can be sent.
3. **LOCAL GOVERNMENT / PUBLIC AUTHORITY**
State the name of the Local Government or the Public Authority preparing and lodging this notification.
4. **FACTOR AFFECTING THE USE AND ENJOYMENT OF LAND**
Describe the factor affecting the use or enjoyment of land.
5. **ATTESTATION OF LOCAL GOVERNMENT / PUBLIC AUTHORITY**
To be attested in the manner prescribed by the Local Government Act or as prescribed by the Act constituting the Public Authority.
6. **REGISTERED PROPRIETOR'S EXECUTION**
A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of the witness must be stated.

EXAMINED

N491123 NR

23 Nov 2016 15:45:15 Perth



NOTIFICATION

LODGED BY

ADDRESS

DLA PIPER

PHONE No. **PO Box Z5470**
Perth WA 6831
FAX No. **Australia**
T 08 6467 6000
F 08 6467 6001

REFERENCE No.

Issuing Box No: 888v

ISSUING BOX No.

PREPARED BY **DLA Piper**

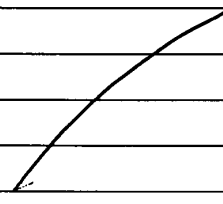

ADDRESS **PO Box Z5470, Perth WA 6831**

PHONE No. **6467 6000** FAX No. **6467 6001**

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

2/6

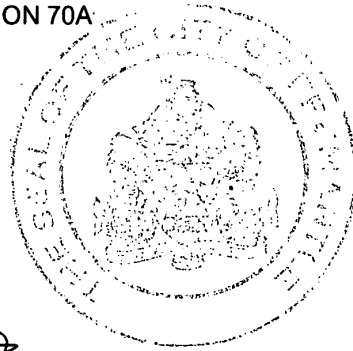
TITLES, LEASES, DECLARATIONS ETC. LODGED HERewith

1. _____		Received Items
2. _____		Nos.
3. _____		0
4. _____		
5. _____		
6. _____		
		Receiving Clerk 


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




NOTIFICATION UNDER SECTION 70A




THE COMMON SEAL of the **CITY OF**)
FREMANTLE was hereunto affixed by)
authority of a resolution of the Council in)
the presence of:



MAYOR


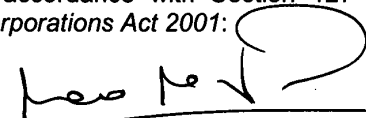
CHIEF EXECUTIVE OFFICER



PRINT FULL NAME
PHILIP ST JOHN
Chief Executive Officer


PRINT FULL NAME

Executed by **BEACH STREET**)
HOLDINGS PTY LTD ACN 145 191 948)
in accordance with Section 127 of the)
Corporations Act 2001:



~~SECRETARY~~/DIRECTOR
(Delete whichever designation is incorrect)
Matthew Adam McNeilly

PRINT FULL NAME



DIRECTOR
CAMERON ANDREW NEALE

PRINT FULL NAME



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FORM N 1

FORM APPROVED
NO. B2594

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

NOTIFICATION UNDER SECTION 70A

DESCRIPTION OF LAND (Note 1)

Lot 20 on Deposited Plan 70560

EXTENT

Whole

VOLUME

2821

FOLIO

239

REGISTERED PROPRIETOR (Note 2)

BEACH STREET HOLDINGS PTY LTD ACN 145 191 948 OF 394 Stirling Highway, Claremont

LOCAL GOVERNMENT / PUBLIC AUTHORITY (Note 3)

CITY OF FREMANTLE

FACTOR AFFECTING USE OR ENJOYMENT OF LAND (Note 4)

Registered proprietors and prospective purchasers of the land described above or any part thereof (**land**) are notified that the land is located in close proximity to the Fremantle Port (within 0.1 kilometres) and may be subject to noise, odour and activity not normally associated with residential use. Further information may be obtained from the offices of the City of Fremantle.

Dated this

23

day of

November

Year 2016

LOCAL GOVERNMENT / PUBLIC AUTHORITY ATTESTATION (Note 5)

REGISTERED PROPRIETOR/S SIGN HERE (Note 6)

For Execution see Page 3

For Execution see Page 3



INSTRUCTIONS

1. If insufficient space in any section, Additional Sheet, Form B1, should be used with appropriate headings. The boxed sections should only contain the words "see page ..."
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.

NOTES

1. DESCRIPTION OF LAND
Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated.
Extent - Whole, part or balance of the land comprised in the Certificate of Title to be stated.
The Volume and Folio number, to be stated.
2. REGISTERED PROPRIETOR
State full name and address of the Registered Proprietors as shown on the Certificate of Title and the address / addresses to which future Notices can be sent.
3. LOCAL GOVERNMENT / PUBLIC AUTHORITY
State the name of the Local Government or the Public Authority preparing and lodging this notification.
4. FACTOR AFFECTING THE USE AND ENJOYMENT OF LAND
Describe the factor affecting the use or enjoyment of land.
5. ATTESTATION OF LOCAL GOVERNMENT / PUBLIC AUTHORITY
To be attested in the manner prescribed by the Local Government Act or as prescribed by the Act constituting the Public Authority.
6. REGISTERED PROPRIETOR'S EXECUTION
A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of the witness must be stated.

EXAMINED

N491124 NR

23 Nov 2016 15:45:15 Perth



NOTIFICATION

LODGED BY

ADDRESS

DLA PIPER

PHONE No. **PO Box Z5470
Perth WA 6831
Australia**
FAX No **T 08 6467 6000
F 08 6467 6001**

REFERENCE No. **Issuing Box No: 888V**

ISSUING BOX No.

PREPARED BY **DLA Piper**

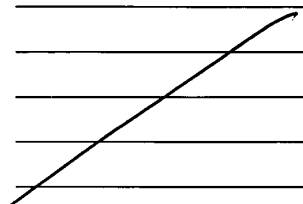
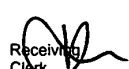
ADDRESS **PO Box Z5470, Perth WA 6831**

PHONE No. **6467 6000** FAX No. **6467 6001**

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

3/6

TITLES, LEASES, DECLARATIONS ETC. LODGED HEREWITH

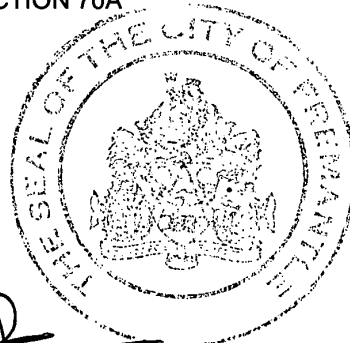
1. _____		Received Items
2. _____		Nos.
3. _____		0
4. _____		
5. _____		
6. _____		
		Receiving Clerk 

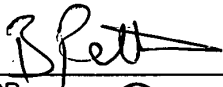
Lodged pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.



NOTIFICATION UNDER SECTION 70A

THE COMMON SEAL of the **CITY OF**)
FREMANTLE was hereunto affixed by)
authority of a resolution of the Council in)
the presence of:






MAYOR



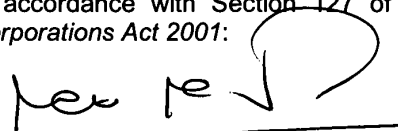
CHIEF EXECUTIVE OFFICER



PRINT FULL NAME
PHILIP ST JOHN
Chief Executive Officer

PRINT FULL NAME

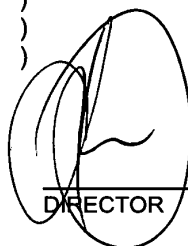
Executed by **BEACH STREET**)
HOLDINGS PTY LTD ACN 145 191 948)
in accordance with Section 127 of the)
Corporations Act 2001:



~~SECRETARY~~ DIRECTOR
(Delete whichever designation is incorrect)

Matthew Adam McNeilly

PRINT FULL NAME



DIRECTOR

CAMERON ANDREW KEATT FARR

PRINT FULL NAME



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FORM N 1

FORM APPROVED
NO. B2594

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CITY OF FREMANTLE

FACTOR AFFECTING USE OR ENJOYMENT OF LAND (Note 4)

Registered proprietors and prospective purchasers of the land described above or any part thereof (land) are notified that only one car parking bay is available on-site for those apartments that are only allocated one parking bay. Further information regarding alternative car parking within the City may be obtained from the offices of the City of Fremantle.

Dated this

23

day of

November

Year 2016

LOCAL GOVERNMENT / PUBLIC AUTHORITY ATTESTATION (Note 5)

REGISTERED PROPRIETOR/S SIGN HERE (Note 6)

For Execution see Page 3

For Execution see Page 3



INSTRUCTIONS

1. This form may be used only when a "Box Type" form is not provided or is unsuitable. It may be completed in narrative style.
2. If insufficient space hereon Additional Sheet Form B1 should be used.
3. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
4. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.

NOTES

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

N491126 SM

23 Nov 2016 15:45:15 Perth



Lodged By

DLA PIPER

Address

PO Box Z5470

Phone No. Perth WA 6831

Australia

Fax No. T 08 6467 6000

E-Mail F 08 6467 6001

Reference No.

Issuing Box No. **888v**

Prepared By DLA Piper

Address Level 31
152-158 St Georges Terrace
Perth WA 6000

Phone No. (08) 6467 6000

Fax No. (08) 6467 6001

E-Mail robyn.rogers@dlapiper.com

Reference No. 377312/1

Issuing Box No. V888

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



TITLES, LEASES, DECLARATIONS ETC. LODGED HERewith

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

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

EXAMINED

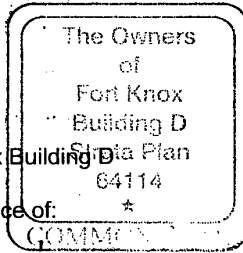


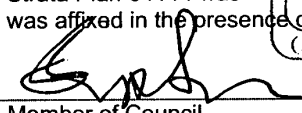
THE OWNERS OF FORT KNOX BUILDING D STRATA PLAN 64114
ENCUMBRANCE Document & No. Easement Burden M122537

We, the **OWNERS OF FORT KNOX BUILDING D STRATA PLAN 64114**, having the benefit of easement M122537 hereby consent to this Management Statement.


Dated 15 day of November 2016

The Common Seal of
The Owners of Fort Knox Building D
Strata Plan 64114 was
was affixed in the presence of:




Member of Council

EMILY LAPINSKI
Name of Member of Council
(BLOCK LETTERS)


Member of Council

BRIAN DUGGAN
Name of Member of Council
(BLOCK LETTERS)

RLR/RLR/377312/1/AUM/1214261890.1



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ION ROBERT LEWIS

RLR/RLR/377312/1/AUM/1214261890.1



Global Diversity Opportunity Ltd ARBN 165 599 155
ENCUMBRANCE Document & No. Mortgage N006021



JON ROBERT LEWIS
AUTHORIZED SIGNATORY

RLR/RLR/377312/1/AUM/1214261890.1



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Commonwealth Bank of Australia ACN 123 123 124
ENCUMBRANCE Document & No. Mortgage N006020

SIGNED BY LINDA GORMAN
The Attorney of
COMMONWEALTH BANK OF AUSTRALIA
A.C.N. 123 123 124 and signed as
Attorney on behalf of the said Bank
in the presence of:
[Signature]
An Officer of the said Bank
JOHN MAVERA
300 MURRAY STREET PERTH

COMMONWEALTH BANK
OF AUSTRALIA
By its Attorney
[Signature]
ASSISTANT MANAGER
H662979

RLR/RLR/377312/1/AUM/1214261890.1



DATED THIS 23 DAY OF November 2016

Executed by

Executed by **Beach Street Holdings Pty Ltd** ACN 145 191 948 as trustee for the Fort Knox Development Trust ABN 23 622 415 263 in accordance with section 127 of the Corporations Act 2001:

Director/company secretary

Director

Woods Richard Clark
Name of director/company secretary
(BLOCK LETTERS)

ARMERON ANDREW KEAST JAGG
Name of director
(BLOCK LETTERS)

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

RLR/RLR/377312/1/AUM/1214261890.1



- 26.8 A Proprietor of a Lot must promptly provide the Strata Company with the full name of each current occupier of its Lot for the purposes of this By-Law 26.
- 26.9 Where a person who has paid an amount under this By-Law to a Strata Company satisfies the Strata Company that they are no longer the Proprietor or occupier of a Lot and that the Strata Company no longer has any liability or contingent liability for the supply of electricity to that Lot during the period when that person was a Proprietor or occupier of the Lot, the Strata Company must refund to that person the amount then held on their behalf under this By-Law.

27. Conditions of Approval

- 27.1 When the consent of the Strata Company is required, the consent:

- (1) may be withheld;
- (2) may be given on conditions; and
- (3) may be withdrawn,

as the Council shall reasonably determine.

28. Strata Manager

- 28.1 The Strata Company will appoint a Strata Manager upon such terms and conditions as are usual for such appointment.
- 28.2 Prior to the appointment of the Strata Manager the Council members must confirm that the manager:
- (1) operates a trust account where the funds of the Strata Company will be deposited;
 - (2) has in place current professional indemnity insurance; and
 - (3) is a member of the Strata Titles Institute of W.A.
- 28.3 The Strata Company may delegate all of the Strata Company's power, authorities, duties and functions to the Strata Manager (to the extent that the same are capable of being delegated).

29. Limiting access to parts of common property

- 29.1 The Strata Company may take measures to ensure the security and to preserve the safety of the common property and the Lots from damage, fire or other hazards and, without limitation, may in respect of any part of the common property not required for access to a Lot, close off on either a temporary or permanent basis, or otherwise restrict the access to, or use by, Proprietors or occupiers of any part of the common property.

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26. Power of Strata Company regarding Sub meters

- 26.1 Where the supply of electricity to a lot is regulated by means of a sub meter, the Strata Company must arrange for the sub meters to be read periodically to determine the usage of electricity by each Lot and may engage the services of a third party for this purpose.
- 26.2 The Strata Company may recover the costs of the supply of electricity attributable to each Lot, such costs to be determined based on the prevailing Synergy retail tariffs from time to time.
- 26.3 The Strata Company may, at its election, recover the costs referred to in sub-bylaw 26.2 as a levy against the relevant proprietor and the proprietors acknowledge that a levy imposed by the Strata Company pursuant to this sub-bylaw 26 will be in addition to any levies raised by the Strata Company pursuant to section 36 of the Act.
- 26.4 The Strata Company may require the Proprietor or occupier of the Lot to pay the Strata Company by way of security for the payment of charges arising through the sub meter an amount not exceeding \$500 and if any amount so paid is applied by the Strata Company under sub-bylaw 26.6, to pay such further amounts by way of such security as may be necessary to maintain the amount of the security as the Strata Company may require.
- 26.5 The Strata Company must lodge every sum received under this By-Law to the credit of an interest bearing account with a bank, building society or credit union and all interest accruing in respect of amounts so received must, subject to this By-Law, be held in trust for the Proprietor or occupier who made the payment.
- 26.6 If the Proprietor or occupier in respect of which a sub meter is used for the supply of electricity refuses or fails to pay any charges due for the supply of electricity to that Lot by the due date for payment as specified in a tax invoice rendered by the Strata Company in respect of those charges, the Strata Company may:
- (1) apply in payment of those charges all, or such part as is necessary, of any amount paid to the Strata Company by that Proprietor or occupier a security under sub-bylaw 26.4, including any interest that may have accrued in respect of that account; and
 - (2) issue the Proprietor or occupier with:
 - (a) a payment reminder notice (**Reminder Notice**) requiring payment within a further 10 Business Days from the date of issue of the Reminder Notice; and
 - (b) failing compliance with a Reminder Notice, a disconnection notice (**Disconnection Notice**) requiring payment within a further 5 Business days from the date of issue of the Disconnection Notice; and
 - (3) disconnect the electricity supply where the Proprietor or occupier has failed to comply with a Disconnection Notice; and
 - (4) take all other steps available at law or under the Act to recover the unpaid charges from the Proprietor or occupier, including taking all steps for the recovery of unpaid levies under the Act where the charge has been raised as a levy pursuant to sub-bylaw 26.3.
- 26.7 A Proprietor or occupier of a Lot must promptly notify the Strata Company if that Proprietor or occupier ceases to be the Proprietor or occupier of a Lot.

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25.2 If:

- (1) a Proprietor institutes legal proceedings against the Strata Company or legal proceedings in which the Strata Company becomes involved; or
- (2) the Strata Company institutes legal proceedings against a Proprietor or legal proceedings in which a Proprietor becomes involved as a party with an adverse interest;

and:

- (3) that Proprietor is not successful in those legal proceedings; and
- (4) the Strata Company incurs costs in preparing for, being a party in or being involved in those legal proceedings; and
- (5) some or all of those costs are not recoverable in those legal proceedings (**Extra Costs**);

then the Council is empowered to:

- (6) determine that the Extra Costs shall be included in the amounts to be raised for the purposes set out in section 36(1)(a) of the Act (specifically, the Strata Company's obligation to pay the costs of the parties engaged to assist in the preparation for and involvement in the legal proceedings); and
- (7) raise the amount of the Extra Costs so determined by levying a contribution for that amount pursuant to section 36(1) of the Act solely on the Proprietor who was unsuccessful in those legal proceedings.

25.3 For the purposes of this By-Law, "legal proceedings" includes (but is not limited to):

- (1) the issuing of a notice alleging a breach of the Act or By-Laws that could lead to an application to the State Administrative Tribunal or any Court;
- (2) an application to the State Administrative Tribunal for relief under the Act;
- (3) an application for leave to appeal to the Supreme Court from an order of the State Administrative Tribunal;
- (4) a claim in any Court for the recovery of any contribution or other amount levied on the Proprietor; and
- (5) any other proceedings in any court.

25.4 For the purposes of this By-Law, "costs" includes (but is not limited to):

- (1) Strata Manager's costs;
- (2) debt recovery agent's costs;
- (3) costs of any employees of and contractors to the Strata Company preparing for or being involved in the legal proceedings;
- (4) costs of any consultants and experts; and
- (5) legal costs and disbursements on a solicitor/own-client indemnity basis.

RLR/RLR/377312/1/AUM/1214261890.1



- 20.2 A Proprietor or occupier must not, and must not allow any other person, to hang any object from any fire equipment within a Lot or the common property.

21. Public Address and Sound Amplification Systems

- 21.1 No Proprietor or occupier of a Residential Lot or their Invitees shall place or operate any radio or television receiver, loud speaker, amplifier, public address system or other similar device in a Lot or the common property, exclusive use area or in any other place where it may be heard in any other part of the Scheme without the consent of the Council.
- 21.2 A Proprietor of a Commercial Lot may operate a radio or television receiver on their Lot subject to the Proprietor complying with all reasonable restrictions imposed by the Council from time to time in relation to noise restrictions for the Land.

22. Power to Decorate

- 22.1 A Proprietor may, without obtaining the consent of the Strata Company, paint, wallpaper or otherwise decorate the structure which forms the inner surface of the boundary of its Lot or affix locking devices, flyscreens, furnishings, furniture, carpets and other similar things to that surface, if and so long as such action does not unreasonably damage the common property.

23. Common Property Damage & Contractor Instructions

- 23.1 If damage of any nature is caused to any part of the common property by the actions of any Proprietor, occupier or their Invitee, that Proprietor must bear the full cost of making good such damage.
- 23.2 If the Strata Company expends money to make good the damage to the common property (which has been notified to the relevant proprietor and in relation to which notice the Proprietor is in default under Schedule 2, By-Law 24), the Strata Company shall be entitled to recover from the Proprietor or occupier, as the case may be, the amount so expended as a debt in any court of competent jurisdiction.
- 23.3 No Proprietor, occupier or Invitee may directly instruct any contractors or workmen employed by the Strata Company unless authorised by the Strata Company. Any person instructing any contractor or workmen without authorisation from the Strata Company shall be responsible personally for the payment of such contractor or workmen and shall also be personally responsible for the cost of removing or altering any such work as the Strata Company deems unsatisfactory.

24. Default

- 24.1 If a Proprietor or occupier defaults in the performance of any term or condition of any By-Law and such default continues for a period of seven (7) days after notice thereof is given to the Proprietor or occupier by the secretary of the Strata Company or the Strata Manager appointed pursuant to Schedule 1 By-Law 15 then the Strata Company may enter upon any portion of a Lot or the common property and make good such default and any costs or expenses incurred by the Strata Company in so doing shall be recoverable as a levy pursuant to section 36(1) of the Act from the Proprietor or occupier making such default.

25. Costs of legal proceedings

- 25.1 This By-Law takes effect subject to sections 81(11) and 111 of the Act.

RLR/RLR/377312/1/AUM/1214261890.1



- 17.5 A Proprietor or occupier that fails to comply with a notice issued under sub-bylaw 17.4 must immediately remove the animal from the Lot.

18. Prohibition on Smoking

- 18.1 No Proprietor, occupier or Invitee shall smoke or consume or permit to be smoked or consumed any tobacco based product or other substance upon or within any portion of a Commercial Lot or common property and further, they must comply with any laws or regulations in relation to smoking in any areas of the Scheme.

19. Rules

- 19.1 The Strata Company may determine, in a general meeting from time to time to withdraw or amend rules for the use, control and management of the common property including:

- (1) affixing of external aerials;
- (2) parking of vehicles, including restrictions and requirements applicable to the parking of vehicles, Visitor Car Parking Bays and Disabled Car Parking Bays for the purpose of Schedule 1 By-Laws 37 and 41;
- (3) fire and emergency exercises;
- (4) use of lifts, stairways and passageways;
- (5) rubbish collection;
- (6) security of the building and charges relating to the security system and security keys.

- 19.2 A Proprietor and a Proprietor's Invitees will comply at all times with the rules.

20. Fire Protection and Equipment

- 20.1 The Strata Company must:

- (1) adopt, regularly review and put into effect a fire management plan designed to minimise the risk of an outbreak of fire being initiated within the Land, to control and extinguish any outbreak of fire which may occur within the Land and to preserve the safety of people located upon or within the Land;
- (2) enter into a contract with a qualified and reputable fire service contractor to regularly maintain all the fire equipment located on the common property in accordance with the recommendations of DFES from time to time, and the Building Code of Australia, or any other code or regulation governing the care and maintenance of such equipment, including the following standards:
 - (a) Fire Protection Equipment – A.S. 1851;
 - (b) Fire Hose Reels – A.S. 1851.2 – 1995;
 - (c) Fire Hydrants - A.S. 1841.4 – 1992;
 - (d) Pumpset System - A.S. 2941; and
 - (e) Fire Sprinkler System.

RLR/RLR/377312/1/AUM/1214261890.1



suits, demands and expenses arising from any loss or damage caused to any Vehicle belonging to that Proprietor or any injury to or death of any person caused by that Proprietor using any part of the Land.

- 15.4 A Proprietor or occupier must not drive any Vehicle on any common property access ways in excess of 10 kilometres per hour.
- 15.5 A Proprietor, occupier or Invitee must not, without the prior written approval of the Strata Company:
- (1) park or stand any Vehicle upon common property, except as permitted by the By-Laws or with the written approval of the Council;
 - (2) park or stand any Vehicle on a part-lot car parking bay lot or common property other than wholly within a car parking bay;
 - (3) park or stand any Vehicle within any visitors car parking bay on common property;
 - (4) park or stand any Vehicle other than a motor car, on a Lot or common property, other than for and in the course of deliveries to the Lot; nor
 - (5) conduct substantial repairs to or restorations of any Vehicle upon common property or allow any inoperable Vehicle to remain on its Lot or on common property.

16. Flammable materials

- 16.1 A Proprietor and occupier must not use or store any inflammable or hazardous material upon the Lot or the common property, other than materials used or intended to be used for domestic purposes or fuel in the fuel tank of a Vehicle.

17. Animals

- 17.1 Subject to section 42(15) of the Act a Proprietor or occupier must not bring onto or keep any animal within its Lot without the prior written consent of the Council.
- 17.2 The Council will not unreasonably withhold its consent if the animal is of a breed or size which is suitable to be kept as a domestic pet in a residential complex.
- 17.3 A Proprietor or occupier granted consent under sub-bylaw 17.2:
- (1) must not keep the animal if the keeping of the animal breaches any regulation or bylaw of the Local Government;
 - (2) may only enter upon the common property with the animal for the purposes of access and egress to its Lot;
 - (3) is responsible for the health, hygiene, control and supervision of the animal; and
 - (4) must ensure that the animal does not interfere with the quiet and peaceful enjoyment of Heirloom Apartments by other Proprietors.
- 17.4 The Strata Company may serve a notice on a Proprietor or occupier of a Lot whose animal causes a nuisance to other Proprietors requiring that Proprietor or occupier to take all reasonable actions to remedy the behaviour creating the nuisance within 14 days.

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12. Cleaning Windows

- 12.1 A Proprietor must keep clean all internal glass in windows, all internal and external glass in doors on the boundary of its Lot, and all inward facing balcony glass on the boundary of its Lot.
- 12.2 The Proprietor of a Commercial Lot must, in addition to its obligations in Schedule 2 sub-bylaw 12.1, keep all external glass (whether in windows, doors or otherwise) on the boundary of its Lot clean and serviced at its cost at all times.

13. Signage on Commercial Lots

- 13.1 The Proprietors and occupiers of Commercial Lots must not, without the consent of the Council display a sign on the internal window of its Lot that is visible from the outside of the Lot, or on the common property unless:
- (1) they comply with the requirements of the Local Government, the Council and the conditions in Schedule 1 By-Law 35;
 - (2) the sign is reasonably required for the purposes of a business lawfully conducted on that Commercial Lot;
 - (3) the sign does not contain any offensive material.

14. Signage on Residential Lots

- 14.1 No sign or billboard may be displayed:
- (1) within public view on any portion of a Residential Lot; or
 - (2) on the common property in respect of a Residential Lot.

15. Vehicles

- 15.1 A Proprietor or occupier or Invitee must not park or stand a Vehicle in any other Proprietor's part Lot car bay or exclusive use car bay, or park or stand a Vehicle on common property except within a bay set aside for the parking of a motor Vehicle.
- 15.2 Subject to the Act, each Proprietor and occupier acknowledges and confirms that they will not hold the Strata Company responsible for:
- (1) damage from any cause a Vehicle may sustain at any time;
 - (2) the theft of any Vehicle or for the theft of any parts, equipment or contents of any Vehicle however occurring;
 - (3) the theft of any of the goods or belongings of any Proprietor, occupier or Invitee from a Vehicle, whether the theft occurred in a Lot, part Lot or on common property, including any exclusive use car bay; or
 - (4) any injury which any Proprietor, occupier or visitor to the Land may sustain however or wherever occurring.
- 15.3 Each Proprietor will indemnify and keep indemnified the Strata Company and the Strata Manager and their respective employees and agents against all costs, claims, actions,

RLR/RLR/377312/1/AUM/1214261890.1



- (3) leave loose objects on the balcony and the Proprietor acknowledges that wind may have adverse impacts on loose objects including lightweight chairs and tables left on the balcony or on internal partitions of the Lot if the balcony doors are left open;
- (4) allow any items, including any umbrella or other form of shade shelter, to protrude over the edge of the balcony;
- (5) hang any washing, bedding, clothing or other article on the balcony that is visible outside the Lot.

9.2 A Proprietor or occupier of a Lot shall be responsible for all costs associated with any damage caused to the Lot, the Scheme or to any other property of the Proprietor or occupier of the Lot, or to the property of any other Proprietor or occupier within the Scheme as a result of unsecured items being left in or about the balcony of its Lot.

9.3 The Proprietors and occupiers of a Lot acknowledge and agree that their use of any balcony may be adversely impacted by the prevailing wind conditions from time to time. Wind conditions may have a number of adverse effects whilst the balcony area is unoccupied including:

- (1) the removal of lightweight furniture during storms; and
- (2) the removal of planter boxes during storms.

10. Window Treatments

10.1 A Proprietor or occupier of a Commercial Lot must not, without the consent of the Strata Company:

- (1) fit any blinds or screens within its Commercial Lot that are visible from outside its lot unless they are of such uniform style and colour as determined by the Strata Company from time to time; or
- (2) apply any tinting, surface film or coloured glass to either the inside or outside surface of any window visible from outside the Lot.

10.2 A Proprietor or occupier of a Residential Lot must not, without the consent of the Strata Company:

- (1) hang window treatments in any Lot which are visible from the outside of a Lot unless those window treatments are of such uniform material and colour as from time to time prescribed by the Strata Company; or
- (2) apply any tinting, surface film (including foil) or coloured glass to either the inside or outside surface of any window visible from outside the Lot.

11. Floor Loading

11.1 Neither a Proprietor nor a Proprietor's Invitee must do any act or thing which may result in:

- (1) excessive stress or floor loading to any part of a Lot; or
- (2) a breach of any restrictive covenant applicable to the Strata Plan.

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enable the Council to determine if it is necessary for a representative appointed by them to be present at the time to ensure that no damage is caused to the common property but if any damage is so caused, the Proprietor or occupier must indemnify the Strata Company for the cost of any works necessary to repair that damage.

6. Safety and Security

6.1 Proprietors and occupiers must:

- (1) take all reasonable steps to maintain the safety and security of its Lot and the Scheme;
- (2) notify the Council immediately they become aware of any threat to the Scheme;
- (3) comply with all directions of the Council concerning the safety and security of the Scheme; and
- (4) maintain the safe custody of all security keys or access cards used by them in relation to access to restricted areas within the Scheme and if any of them is lost or damaged, it must be repaired or replaced, as Council shall require, at the cost of the Proprietor provided that if, in the opinion of Council, that loss or damage affects the security of the Scheme, then the Proprietor or occupier must pay all costs necessary to ensure security is preserved for all the Lots and the common property.

7. Lot Appearance

- 7.1 A Proprietor or occupier must not maintain within the Lot anything visible from outside their Lot, other than goods stored on a Commercial Lot for the purposes of the business conducted on that Lot, that, viewed from outside that Lot, is not in the opinion of Council, in keeping with the rest of the Scheme.

8. Floor Coverings

- 8.1 A proprietor must ensure that all floor space within that Proprietor's Lot (other than that comprising kitchen, laundry, lavatory or bathroom) is covered or otherwise treated to an extent sufficient to prevent the transmission there from of noise likely to disturb the peaceful enjoyment of the Proprietors or occupiers of any other Lots;
- 8.2 A Proprietor may install a wooden or other hard-surfaced floor-covering to their lot with the prior written approval of the Council provided that a sound proof membrane approved by the Council and which complies with all applicable Australian Standards and the Building Code of Australia is first installed between the concrete slab and the proposed flooring and the Proprietor must comply with all current Australian Standards and the Building Code of Australia applicable to the sound proofing of flooring at the time of installation.

9. Balconies

9.1 A Proprietor or occupier of a Lot must not:

- (1) use any balcony other than for passive recreational pursuits directly related to the use to which the Lot adjacent to the relevant balcony is put;
- (2) place any umbrellas, white goods or other furniture on the balcony other than outdoor furniture;

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5. Use of Common Property - Conduct of Proprietors, occupiers and Invitees

5.1 Proprietors and occupiers must:

- (1) use and enjoy the common property in such a manner as not to interfere with the reasonable use and enjoyment of the common property by other Proprietors, occupiers or Invitees;
- (2) take all reasonable steps to ensure that their Invitees do not behave in a manner likely to interfere with the peaceful enjoyment of another Lot or other Lots by other Proprietors, occupiers or Invitees; and
- (3) ensure that they comply, and that their Invitees comply, with the provisions of the By-Laws and the regulations or by-laws of the Local Government or any other relevant authority, and they must do all such things as are reasonably necessary to ensure that the Invitees vacate the Land as soon as possible, if the Invitees fail to comply with any By-Law or regulation.

5.2 Proprietors and occupiers must not:

- (1) use their Lot or permit it to be used in such a manner or for such purposes as are illegal or immoral or cause a nuisance to a Proprietor or occupier of another Lot;
- (2) use language or behave in a manner that causes offence or embarrassment to a Proprietor or occupier of another Lot or to any person lawfully using common property;
- (3) permit any child of whom he has control to play upon the common property or use the facilities unless accompanied by an adult exercising effective control;
- (4) ride bicycles, skateboards or rollerblades or similar equipment on the common property;
- (5) make undue noise or allow undue noise to be made in or about any Lot or common property;
- (6) allow the escape of irrigation water from the Proprietor's garden or balconies; nor
- (7) damage common property, except for reasonable wear and tear during its use for the purposes for which it is intended or used.

5.3 Proprietors and occupiers must not, without the prior consent of the Strata Company:

- (1) obstruct the lawful use of the common property (other than where a grant of exclusive use has been made) by any person or permit to be done anything whereby any obstruction, restriction or hindrance may be caused to the entrances, exits, access roads or pathways of any Lot or any part of the common property;
- (2) maintain within its Lot anything that is visible from the outside of the Lot which is not in keeping with the amenity or reputation of the Scheme.
- (3) store any items in or upon the common property;
- (4) use any part of the common property for their own purposes to the exclusion of others, save as otherwise permitted by these By-Laws; nor
- (5) transport any large object through or upon common property, unless they have first given to Council at least 2 days written notice of their intention to do so in order to

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- (3) in addition to section 7 of the Act, given to the Strata Company at least 14 days written notice of the proposed structural alterations and the date that work is to commence and true and complete copies of all relevant plans and specifications in respect thereto and the approvals and permits obtained from the Local Government;
- (4) indemnified the Strata Company in respect of any cost, expense or liability that may be incurred by the Strata Company consequent upon the Proprietor undertaking the structural alterations, building or associated works which indemnity must be in writing in a form reasonably required by the strata company and prepared and stamped at the cost of the Proprietor; and
- (5) if requested by the Strata Company, provided the Strata Company with a bond in an amount reasonably determined by the Council, in respect of any cost, expense or liability that may be incurred by the Strata Company consequent upon the Proprietor undertaking the structural alterations, building or associated work

4.2 In causing or allowing any structural alterations, building or associated works of any kind to be carried out on its Lot, a Proprietor must ensure:

- (1) subject to By-Law 15, that all tradesmen's vehicles are parked, stored or kept within that part of the Proprietor's Lot intended for use as a car parking bay;
- (2) that no refuse, rubbish, trash or building materials are stored on or within any part of the common property;
- (3) that no security door or gate within the scheme remains open while the works are carried out;
- (4) that any common property damaged as a result of conducting the works is cleaned and restored to the same state and condition as it was prior to the works commencing;
- (5) that access to or egress from the Proprietor's Lot by all tradesmen bringing materials to the lot for the purpose of carrying out the works is pre-arranged with the council or the strata company manager;
- (6) that no noxious or offensive activity be carried on upon its Lot between the hours of 5:00 p.m. and 8:30 a.m. Monday to Friday and not at all on a Saturday or Sunday nor must anything be done thereon which may be or may become an annoyance or nuisance to the Proprietors or occupiers of other Lots or which shall in any way interfere with the quiet enjoyment of other Proprietors and occupiers and without limiting the generality of the foregoing no mechanical or pneumatic tools must be used in the performance of the works during the hours specified in this sub-by-law 4.2(6);
- (7) that all works are carried out in an enclosed environment so as to prevent the escape of dust, debris and other materials from the lot; and
- (8) that all works and installations carried out comply with all Australian Standards and Building Codes applicable from time to time to the building industry and without limiting the foregoing, all codes applicable in relation to electrical and plumbing works and installations.

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Schedule 2 By-Laws

1. Payments and notifications

1.1 A Proprietor must:

- (1) pay by the respective due dates all rates, taxes, charges, outgoings and assessments that may be payable in respect of its Lot;
- (2) within 14 days after becoming a Proprietor, give Council written notice of an address of the Proprietor within Western Australia for service of notices and other documents under the Act;
- (3) if required by Council, notify Council of any mortgage or other dealing in connection with its Lot, including in the case of a lease of a Lot, the name of the lessee and the term of the lease.

2. Maintenance and repairs

2.1 A Proprietor must, at its cost:

- (1) carry out all work that may be ordered by any competent public authority or Local Government in respect of its Lot within the time period specified in the order;
- (2) keep its Lot clean and in a state of good repair and free from vermin.

3. Refuse, cleaning and Waste Management

3.1 Proprietors and occupiers must:

- (1) must ensure that garbage bins are only placed on the Beach Street verge of the Strata Scheme shortly prior to the scheduled collection times and must be removed as soon as reasonably practicable following collection (and in any event, must not be left on the verge overnight);
- (2) comply with all by-laws of the Local Government relating to the disposal of garbage;
- (3) not deposit rubbish on common property or on their Lot other than properly wrapped or otherwise sealed and placed in garbage bins provided or approved by the Strata Company.

4. Alterations to lot

4.1 A Proprietor must not commence any structural alterations, building or associated works of any kind to their Lot before they have:

- (1) obtained all the necessary approvals and permits of the Local Government;
- (2) obtained the consent of the Strata Company if the structural alterations are improvements within the meaning of Section 7 of the Act;

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- (1) only the Residential Lots; or
- (2) only the Commercial Lot; or
- (3) to an area of the common property over which rights of exclusive use have been granted; or
- (4) to any particular Lot or Lots within the Scheme;

the cost of that expense shall wherever practicable be borne by the Proprietors of the relevant Lot or Lots, or the grantee of the exclusive use, to which that item of expense specifically relates.

- 48.3 The proportions by which costs referred to in sub-bylaw 48.2 hereof are allocated to Lots must be determined in each instance by the Strata Company in a fair and equitable manner. The Strata Company must notify the Proprietors as to the method of allocation.
- 48.4 An allocation of cost pursuant to sub-bylaw 48.3 may, but need not bear any relationship to the unit entitlement of any or all of the Lots.
- 48.5 All other costs not otherwise allocated in accordance with sub-bylaw 48.2 for the administrative fund must be shared by all the Proprietors in accordance with unit entitlement.

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- (h) The Fire Brigade booster cabinet is located within 10m of openings in the external face of the building.
 - (2) Mechanical alternative solution
 - (a) The car park ventilation system will utilise variable speed impulse fans to achieve compliance with the performance requirements of Part FP4 of the BCA..
- 46.5 The Original Proprietor may also adopt or be required to adopt further Alternative Solutions by the Local Government from time to time.
- 46.6 WARNING: By reason of the adoption of the Alternative Solutions risk of damage to the building fabric and contents of adjoining Lots may be greater than under a BCA Deemed-to-Satisfy design.
- 46.7 Each Proprietor is obligated to notify its own insurer of the adoption of the Alternative Solutions and the warning contained in this By-Law 46.
- 46.8 The Strata Company shall notify its own insurer of the adoption of the Alternative Solution and the warning contained in this By-Law 46.
- 46.9 The Strata Company acknowledges and agrees that it must comply with all of the obligations related to the adoption of the Alternative Solutions by the Original Proprietor.
- 46.10 To the extent permitted by law, the Strata Company and each Proprietor and any other person having any interest in a Lot releases the Original Proprietor and each of its officers and agents from all obligations in relation to compliance with the Alternative Solutions and from all Claims that may arise by reason of the adoption of the Alternative Solutions rather than the Deemed-to-Satisfy Provisions of the BCA.
- 46.11 In this By-Law 46, **Claim** means all actions, suits, claims, causes of action, proceedings, demands, costs (including solicitor's own costs on a solicitor/own client basis), judgments, charges, expenses, agreements, obligations, warranties, undertakings, indemnities, claims for contribution, losses, damages and all other liabilities, contingent, prospective, actual or otherwise and whether in contract, tort or under statute.

47. Essential Services to be inspected or tested

- 47.1 The Strata Company must comply with the Building Code of Australia and in particular, to Section 1 in respect of its obligations to maintain the common property including, but not limited to, all equipment and safety systems.
- 47.2 In addition to the general obligations of the Strata Company to repair and maintain the common property, the Strata Company must ensure that essential services are inspected or tested, as the case may be, in accordance with the installation standards or levels of performance required by the Building Code of Australia.

48. Administrative Expense Contributions Varied

- 48.1 Pursuant to section 36(1), the Strata Company must at each AGM or at an extraordinary general meeting called for the purpose, review and amend as considered necessary the Administration Fund of the Strata Company.
- 48.2 In accordance with the provisions of Section 42B, if an item of administrative expense is specifically related to:

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Part 6 – Miscellaneous Rights and Obligations of the Strata Company

45. Penalty for breach of By-Laws

- 45.1 Subject to Section 42A of the Act, the penalty for breaching any of Schedule 1 By-Laws or any Schedule 2 By-Law shall be \$500 or such other amount as may from time to time be prescribed by the Act.

46. Alternative Solution

- 46.1 The Building Code of Australia (BCA) states a number of Performance Requirements that a building design should meet.
- 46.2 The Performance Requirements are the only part of the BCA to which a design must comply.
- 46.3 The BCA states the methods whereby it may be demonstrated that the building design achieves the Performance Requirements, namely:
- (1) complying with the Deemed-to-Satisfy Provisions of the BCA;
 - (2) formulating an Alternative Solution which:
 - (a) complies with the performance Requirements; or
 - (b) is shown to be at least equivalent to the Deemed-to-Satisfy provisions; or
 - (3) a combination of (1) and (2).
- 46.4 The Original Proprietor has adopted the following Alternative Solutions which satisfy the Performance Requirements of the BCA:
- (1) Fire engineering Alternative Solutions
 - (a) The existing timber structural columns and intermediate floors will be retained within the building, which will not comply with the Deemed-to-Satisfy requirements of BCA Specification C1.1;
 - (b) Walls bounding individual Lots will not provide the fire resistance level required under the BCA Deemed-to-Satisfy provisions;
 - (c) Distances between alternative exits will exceed the BCA Deemed-to-Satisfy limitations in some areas;
 - (d) The travel distance to an exit or point-of-choice will exceed the BCA Deemed-to-Satisfy limitations from some Lots;
 - (e) Multiple fire stairs combine into common fire-isolated passages which discharge to road or open space;
 - (f) Fire-isolated corridors exceed 60 metres in length will not be provided with pressurisation systems;
 - (g) Access to the fire pump room requires passing through parts of the building outside of the fire-isolated passage; and

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(1) is located in the same position, and is generally the same size and configuration, as the Existing Air-Conditioning System; and

(2) the Proprietor or occupier complies with By-Law 32.2(2)(b).

43.3 If, at the date of registration of the Scheme, a Lot does not have an Existing Air-Conditioning System then, subject to Local Government approval, a Proprietor or occupier of a Lot may install or permit to be installed an Air-Conditioning System on any balcony forming part of the Lot in the location provided for the installation of an Air-conditioning System as at the date of registration of the Scheme, provided however that if the Proprietor or occupier proposes to install more than one Air-conditioning System, the system must be a multihead inverter Air-conditioning System.

43.4 In respect of an Any Air-conditioning System installed pursuant to By-Law 44.3:

(1) the Proprietor or occupier must ensure that the Air-conditioning System condensers are installed at low level at the appointed positions to minimize its visual impact whilst complying with foothold requirements of the Building Code of Australia (BCA). The BCA foothold requirements must be complied with if a Proprietor or occupier wishes to install an Air -Conditioning System condenser on a balcony within one (1) metre of the balcony balustrade. If so, the Air-conditioning System condenser must be installed in such a manner that there is no foothold between 150 mm and 760 mm above the balcony floor (so as to prevent young children from climbing and falling off balconies). Cables, duct covers and brackets may be construed to provide footholds. It is also important to select condensers with no in-built footholds on the unit;

(2) if the Proprietors or occupier installs the Air-conditioning System condensers at a high level, the Proprietor or occupier must submit to the Local Government for planning approval on visual screening requirements; and

(3) the Proprietor or occupier must comply with By-Law 32.2(2)(b).

44. Heritage

44.1 The Proprietors acknowledge and agree that:

(1) the Scheme encompasses the building previously known as the "Dalgety Wool Store", being a "Federation Warehouse" style building of cultural heritage significance (**Heritage Building**);

(2) the Heritage Building has been entered, on a permanent basis, in the Heritage Council of Western Australia's Register of Heritage Places and is listed on the City of Fremantle's Municipal Inventory; and

(3) the Strata Company has present and ongoing obligations imposed by the Heritage Council and the City of Fremantle to maintain, at its cost, the heritage values of the Heritage Building.

44.2 The Strata Company is bound by, and must comply with, the requirements of the Heritage Council and the City of Fremantle relating to the conservation of the Heritage Building as applicable from time to time.

44.3 The Strata Company may, pursuant to section 36 of the Act, establish a reserve fund for the purpose of accumulating funds to meet the contingent expenses associated with maintaining the Heritage Building and complying with the requirements of the Heritage Council and the City of Fremantle from time to time.

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which render it impossible for the Proprietor to comply with any conditions imposed by the Department.

41. Acknowledgements and Obligations in relation to Car Bays

- 41.1 No Proprietor or occupier shall lease, licence, rent or otherwise allow use of a car bay which forms part of its Lot, or over which it has been granted exclusive use, to any person, company or corporation who is not a Proprietor or occupier of a Lot within the Scheme.
- 41.2 A Proprietor is responsible, at its cost, for the maintenance of any car bay which forms part of its Lot, or over which it has been granted exclusive use, and must ensure that the car bay is kept in a neat and tidy condition and ensure that all oil spills are promptly removed from the floor surface of any of the car bays.
- 41.3 A Proprietor or occupier may not, without the consent of the Strata Company, erect any form of structure within or on the boundary of any part of a car bay which forms part of its Lot, or over which it has been granted exclusive use, nor use the car bay as a storage area.
- 41.4 The Proprietors and occupiers acknowledge and agree that:
- (1) the car parking areas and car bays forming part of the Scheme (and whether or not the car bays are part Lots or are located on the common property) may not, or do not, comply with applicable Australian Standards for car parking as a result of the heritage nature of the Scheme (as described in By-Law 44), and in particular, some car bays contain existing heritage columns which have been incorporated into the design of the Scheme and which are required to remain in place to satisfy the requirements of the Heritage Council and other relevant authorities;
 - (2) the Proprietors and occupiers may need to take additional care when accessing the car parking areas and car bays including, where necessary, making additional turns to access or exit the car bays;
 - (3) the Proprietors and occupiers shall not make any complaint to or claim against the Strata Company or any other party, by reason that the car parking areas or car bays do not comply with applicable Australian Standards in the manner described in this By-Law 41.4.

42. Facades of Lots

- 42.1 A Proprietor or occupier of a Lot must not alter, modify, erect or carry out any works to the Facades of their Lot or to any other Lot, including changing the external colour scheme of the Lot, without the prior written approval of the Strata Company.

43. Air-conditioning

- 43.1 A Proprietor or occupier of Lot may not install or permit to be installed an Air-Conditioning System on any part of their Lot or any part of the Common Property in addition to any Air-Conditioning System installed and servicing the Lot as at the date of registration of the Scheme (**Existing Air-Conditioning System**).
- 43.2 A Proprietor or occupier of a Lot may, however, upgrade or replace an Existing Air-Conditioning System from time to time with the consent of the Strata Company provided that the replacement Air-Conditioning System:

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- (3) not install or permit to be installed an Air-Conditioning System on any balcony forming part of the Commercial Lot.

40.10 The Proprietor and occupier of a Commercial Lot must:

- (1) take reasonable action to secure the Commercial Lot against unauthorised entry;
- (2) securely lock and fasten external doors and windows in the Commercial Lot whilst the Commercial Lot is unoccupied;
- (3) keep the Commercial Lot and its entrances and surrounds in a thorough state of cleanliness and not allow to accumulate or remain therein or thereabouts any rubbish, papers, cartons, boxes, containers or other waste products and must place daily all such rubbish in the containers provided for that purpose for the Commercial Lot; and
- (4) keep the Commercial Lot free and clear of all animals, including all rodents, termites and other pests.

40.11 Before the commencement of any works in the nature of a "fit out" requiring structural alterations or additions intended to make a lot suitable for occupation, or re-occupation of a lot, a Proprietor and occupier of a Commercial Lot must, in addition to obtaining any necessary statutory approvals in respect of the proposed works, submit an application to and receive approval of that application for those works from the Council.

40.12 In considering an application pursuant to sub-bylaw 40.11, the Council must particularly consider the potential impact of the proposal upon the Services and may require the applicant to supply written certification from a mechanical engineer in regard to any aspect of the compatibility of the proposal with the Services and from a structural engineer in relation to the effect any proposed structural works may have on the structural soundness of the building.

40.13 A Proprietor and occupier of a Commercial Lot must, in relation to the lot and the Scheme as a whole:

- (1) effect and maintain with insurers approved under the Insurance Act:
 - (a) adequate business insurance; and
 - (b) public risk insurance with an amount insured of at least \$50,000,000 (or such other amount as the Strata Company may from time to time prescribe) for any one event;
- (2) must provide certificates of currency in respect thereof to the Strata Company within fourteen days of request; and
- (3) must not permit their contractors to carry out any works in relation to the Lot without ensuring that the contractor has all appropriate insurance cover in respect of those works.

40.14 Subject to the approval of the City of Fremantle and any other relevant authority in relation to the proposed use of the Commercial Lot, the Proprietor of a Commercial Lot shall have the right to make an application to the Department of Racing, Gaming and Liquor for the issue of a liquor licence in respect of the Commercial Lot. The Proprietor of the Commercial Lot must comply with all requirements and conditions imposed on any licence issued to it in respect of the Commercial Lot. A Proprietor who makes an application pursuant to this sub-bylaw 40.14 must make no claim against the Strata Company for any refusal of an application by the Department as a result of any limitations in the Scheme

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- 40.6 The Proprietor and occupier of a Commercial Lot must keep the Commercial Lot clean and in good condition, and must:
- (1) have the floor and interior of a Commercial Lot cleaned at least once on each day those premises are open for business;
 - (2) maintain the internal surfaces of the windows in a clean condition;
 - (3) have the fittings, equipment and furnishings cleaned as frequently as required to maintain them in a clean condition;
 - (4) not allow the accumulation of useless property, foodstuffs or any other type of rubbish in a Commercial Lot;
 - (5) where necessary provide a sanitary hygiene service to the female toilets.
 - (6) cause all rubbish accumulated in the Commercial Lot to be placed daily in the bulk rubbish container provided by the Strata Company and situated on the Land in an area set aside for that purpose; and
 - (7) not purposely break or permit any employee of the business to purposely break any bottles or other glass containers in or about any garbage disposal container or bottle receipt receptacle or anywhere else on the common property.
- 40.7 The Proprietor and occupier of a Commercial Lot must not allow the loading or unloading of Vehicles other than in the designated loading bays and must not interfere with the parking of Vehicles in the car park by any other Proprietor, occupier or person entitled to the use of the car bays.
- 40.8 The Proprietor and occupier of a Commercial Lot must:
- (1) not use the toilets, sinks, drainage and plumbing on the Commercial Lot for purposes other than those for which they were respectively designed or installed;
 - (2) not place in any of the facilities referred to in paragraph (1) rubbish, chemicals, contaminated material and any other substances that they are not designed to receive or that would infringe health or environmental regulations;
 - (3) at their cost, repair any damage caused to any of those facilities by breach of this By-Law.
- 40.9 The Proprietor and occupier of a Commercial Lot must:
- (1) not install any electrical equipment that would overload the cables, switchboards and other equipment that supplies electricity to the Scheme or to the Commercial Lots;
 - (2) to the extent caused, or necessitated, by the actions of the relevant Proprietor or occupier, be liable for the cost of:
 - (a) repairing any damage to the electrical system;
 - (b) ensuring that any electrical equipment forming part of the common property is repaired and restored to working order; and
 - (c) if necessary, disconnecting the Proprietors' installation or altering or upgrading the electrical supply system so that it will suffice for the load imposed by the desired installations; and

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- (1) conduct any business in their Commercial Lot in an orderly and reputable manner, consistent with the essence, theme, standard and quality of the Scheme;
- (2) conduct business in a Commercial Lot in accordance with any restrictions applying generally or specifically to the nature of the business conducted in a Commercial Lot;
- (3) ensure that all approvals, consents and licences required for the conduct of the business and use of the Commercial Lot are obtained and that all the conditions of such approvals, consents and licences are observed. The Proprietor and occupier will provide copies of all these approvals, consents and licences upon demand by the Council.
- (4) observe and comply with the Act, the By-Laws and all other laws, statutes, regulations and requirements relating to their Lot, including but not limited to:
 - (a) the use and occupation of a Commercial Lot for the use intended by the Proprietor and occupier;
 - (b) the facilities to be provided in the Commercial Lot by reason of the number and sex of the Proprietor and occupier's employees and other persons working in or entering the Commercial Lot;
 - (c) the fixtures, fittings, machinery, plant and equipment in a Commercial Lot;
 - (d) occupational health and safety and environmental matters, including the safety of employees while using or accessing any car bays attaching to the Commercial Lot or forming part of the common property; and
 - (e) the provision of fire fighting equipment,
 and must comply with the notices or requirements of all relevant authorities regarding the matters in this sub-bylaw 40.3(4).

40.4 The Proprietor or occupier of a Commercial Lot must not use or allow a Commercial Lot, plant or machinery or fixtures or fittings on it to be used:

- (1) for any illegal, immoral, noxious, dangerous or offensive purpose, activity or occupation;
- (2) as sleeping quarters or as residence;
- (3) for the keeping of any animal;
- (4) for an auction or public meeting;
- (5) in an excessively noisy, noxious or offensive manner that causes damage, nuisance or disturbance to the owners or occupiers of adjoining properties, including other Lots within the Scheme.

40.5 The Proprietor and occupier of a Commercial Lot must not bring into store or use in their Commercial Lot any inflammable, dangerous or explosive substances (for example, acetylene, industrial alcohol, burning fluids) unless such substances are needed for the proper conduct of the business upon the lot and the substances are stored and used only whilst taking all necessary safety precautions and in compliance with all statutes and regulations relating to such substances.

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- (c) the conduct of the business does not cause any inconvenience to the other Proprietors or occupiers of the Residential Lots;
 - (d) the business does not involve the manufacture, storage or selling of goods.
- 39.5 Despite By-Law 39.1 and 39.4(2)(a), the Original Proprietor may use any Lot (including a Residential Lot) owned by the Original Proprietor for the purposes of display to prospective purchasers of that Lot or other Lots within the Scheme.
- 39.6 If a Proprietor of a Residential Lot grants occupancy rights in respect of a Residential Lot, the Proprietor must:
 - (1) if requested by the Strata Company, promptly provide the Strata Manager with the full name of each occupier;
 - (2) give each occupier a copy of the By-Laws and the rules (if any) at the commencement of occupation;
 - (3) procure that the occupancy agreement contains a provision to the effect that the occupier will comply with the By-Laws and any rules and that any breach will constitute a breach of the occupancy agreement which will entitle the Proprietor to terminate the occupancy agreement;
 - (4) procure that the occupancy agreement contains a provision to the effect that the Residential Lot may not be occupied by more than 2 persons for every bedroom comprised in the Residential Lot except where the Proprietor obtains the prior written consent of the Strata Company. The Proprietor must, if requested by the Strata Company, promptly provide the Strata Company with a copy of the relevant occupancy agreement to evidence compliance with this By-Law 39.6(4).
- 39.7 A Proprietor and occupier of a Residential Lot must, in relation to the Lot and the Scheme as a whole:
 - (1) effect and maintain with insurers approved under the Insurance Act:
 - (a) adequate contents insurance; and
 - (b) public risk insurance with an amount insured of at least \$20,000,000 (or such other amount as the Strata Company may from time to time prescribe) for any one event;
 - (2) provide certificates of currency in respect thereof to the Strata Company within fourteen days of request; and
 - (3) not permit any contractors to carry out any works in relation to the Lot without ensuring that the contractor has all appropriate insurance cover in respect of those works.

40. Use of Commercial Lots

- 40.1 If there is any conflict between this By-Law 40 and any other By-Law, then this By-Law shall prevail.
- 40.2 The Proprietor or occupier of a Commercial Lot may only use the Commercial Lot for a purpose approved by the City of Fremantle from time to time.
- 40.3 The Proprietor and occupier of a Commercial Lot must:

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- 37.5 The Strata Company may not, without the consent of the City of Fremantle, grant rights of exclusive use or special privilege over the Visitor Car Parking Bays or Disabled Car Parking Bay to any Proprietor at any time.

38. Exclusive use of Common Property - Signs by Original Proprietor

- 38.1 In addition to the rights of the Original Proprietor under any other By-Law, the Original Proprietor and its authorised selling agents shall have, for so long as it is a Proprietor:
- (1) the special privilege of installing and keeping Signs on common property advertising Lots for sale or lease;
 - (2) the exclusive use of the common property cubic space occupied by such Signs; and
 - (3) the special privilege of installing and keeping Signs on the balconies of Lots advertising those Lots for sale or lease.

Part 5 – Obligations of Proprietors

39. Use of Residential Lots

- 39.1 A Proprietor of a residential Lot may only use its Residential Lot as a residence.
- 39.2 The Proprietor or occupier of a Residential Lot must not use or allow its Residential Lot to be used:
- (1) for any illegal, immoral, noxious, dangerous or offensive purpose, activity or occupation;
 - (2) for the keeping of any animal subject to section 42(15) of the Act and Schedule 2, By-Law 17;
 - (3) in an excessively noisy, noxious or offensive manner that causes damage, nuisance or disturbance to the owners or occupiers of adjoining properties, including other Lots within the Scheme.
- 39.3 A Residential Lot may not be occupied by more than 2 persons for every bedroom comprised in the Residential Lot except where the Proprietor obtains the prior written consent of the Strata Company.
- 39.4 Despite By-Law 39.1, a Proprietor of a Residential Lot may:
- (1) grant occupancy rights in respect of the Residential Lot to residential tenants for a term not less than 3 months;
 - (2) conduct business from the Residential Lot so long as:
 - (a) the proprietor does not invite customers of the business to visit the Residential Lot for the purpose of conducting the business;
 - (b) the conduct of the business does not breach any local authority by-law or regulation;

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damage or deterioration arises from fair wear and tear, inherent defect or any other cause;

- (7) not assign sub-lease or in any other way grant any such rights to any other person;
- (8) remove the Permitted Item after having received notice from the Council of being required to do so;
- (9) on the written request of the Council, make good, at the Proprietor's own cost and to the reasonable satisfaction of the Council, any damage caused by the installation, repair, maintenance, renewal, replacement and removal of the Permitted Item;
- (10) indemnify the Strata Company and the Council against all actions, claims, demands, suits or causes of action arising out of any wilful or negligent act or omission or breach of duty of care in respect of the Permitted Item; and
- (11) obtain and ensure that all occupiers of the Lot obtain comprehensive insurance to adequately cover all actions, claims, demands, suits or causes of action referred to in sub-bylaw 36.5(10) and, upon demand by the Council, produce evidence that such insurance has been obtained and is current.

36.6 If a Proprietor fails to comply with sub-bylaw 36.5(7), (9) or (10), after giving that Proprietor reasonable notice, the Council may arrange and carry out all works required. The costs of any such works may be recovered from that Proprietor as if such costs were a contribution levied pursuant to section 36(1) of the Act.

37. Exclusive Use of Car Parking, Disabled Bays and Visitor Car Parking Bays

37.1 If, at any time, a Proprietor of a Lot is granted the exclusive use of a car bay within the common property, that Proprietor must comply with the requirements set out in Schedule 1 By-Law 41.

37.2 The Strata Company must, and the Proprietors and occupiers of all Lots acknowledge and agree that the Strata Company must, set aside:

- (1) at least 11 car bays located on and forming part of the Common Property exclusively for the use as visitors car parking (**Visitor Car Parking Bays**); and
- (2) 1 car bay located on and forming part of the Common Property as a disabled bay exclusively for the use by visitors of the Commercial Lots subject to the display of a valid ACROD sticker (**Disabled Car Parking Bays**);

and the Strata Company must ensure that the Visitor Car Parking Bays and Disabled Car Parking Bay are appropriately marked or signed as such at all times.

37.3 The Proprietors and occupiers of the Lots acknowledge and agree that:

- (1) they are not permitted to park Vehicles in or otherwise use or obstruct the Visitor Car Parking Bays at any time; and
- (2) they are not permitted to obstruct the Disabled Car Parking Bay at any time nor are they permitted to park Vehicles in or otherwise use the Disabled Car Parking Bay..

37.4 The Strata Company may, for the purpose of the exclusive use Schedule 1 By-Laws 37 and 41 make rules in respect of the Visitor Car Parking Bays and the Disabled Car Parking Bay in accordance with Schedule 2 By-Law 19.1.

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- 35.4 A Proprietor granted exclusive use of the Signage Area must maintain the Signage Area in accordance with section 35(1)(c) of the Act.
- 35.5 This Schedule 1 By-Law 35 shall not apply to signage installed by the Strata Company advertising the name and address of the Scheme.

36. Exclusive Use of Common Property: Conditions of Grant of Rights

- 36.1 In this By-Law 36, **Permitted Item** means, each of the items the subject of rights granted by Schedule 1 By-Law 33, 34 and 35 installed, erected, fixed or attached before the Strata Plan is registered and also any such items later permitted by the Council that solely relate to or provide a utility or service to a specific Lot and are solely for the benefit of the Proprietor of that Lot.
- 36.2 A Proprietor who applies to the Council for the permission referred to in sub-bylaw 36.1 must provide evidence of approval by the Local Government as may be required and also such other documents in support of the application for permission as the Council shall reasonably specify.
- 36.3 Subject to sub-bylaw 36.4, the permission of the Council referred to in sub-bylaw 36.1:
- (1) must be in writing;
 - (2) may be subject to such conditions as the Council may from time to time reasonably determine, including, but not limited to, conditions as to the installation process, style, type, colour, capacity, odour, noise levels, position and method of fixing of such items; and
 - (3) may be withdrawn, as the Council may from time to time reasonably determine.
- 36.4 The Council:
- (1) must not permit the installation of any item visible from another Lot that is not in keeping with the rest of the improvements on the Land; and
 - (2) is not obliged to permit the installation of any item or improvement.
- 36.5 Each Proprietor granted rights by Schedule 1 By-Law 33, 34 and 35 must:
- (1) install any item permitted by the Council after the registration of the Strata Plan, at its own cost;
 - (2) not alter, modify, erect, demolish, remove or add to the Permitted Item without the written approval of the Council;
 - (3) keep any part of the Permitted Item that is visible from any part of the Land free from dirt, corrosion and unsightly marks or objects;
 - (4) ensure that the use of the Permitted Item does not by acoustic impact or otherwise affect the quiet and peaceful enjoyment of any part of the Land;
 - (5) allow the Strata Company by its members, agents, employees and contractors to enter upon its Lot to inspect and carry out works on common property, after giving reasonable notice;
 - (6) at the Proprietor's own cost, keep in good and serviceable repair, properly maintain and, where necessary, renew and replace the Permitted Item and do so whether

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- (3) not replace or make any changes to or the positioning of any such Air-Conditioning System without the written consent of the Council.

34. Exclusive Use of Common Property: Fixtures and Fittings

34.1 Subject to compliance with By-Law 36, each Proprietor shall have in relation to its Lot:

- (1) the special privilege of installing and keeping the Fixtures and Fittings on common property; and
- (2) the exclusive use of the common property consisting of the Fixtures and Fittings and the cubic space occupied by them.

34.2 Each Proprietor must:

- (1) maintain the common property occupied by the Fixtures and Fittings in accordance with section 35(1)(c) of the Act;
- (2) maintain in proper working order any Fixtures and Fittings installed within or for the benefit of their Lot; and
- (3) not replace or make any changes to or the positioning of any such Fixtures or Fittings without the written consent of the Council.

35. Exclusive Use of Common Property: Signage Rights

35.1 In this By-Law, **Signage Area** means that portion of the common property cubic space on the external façade of the buildings set aside by the Strata Company for the installation of a Sign from time to time.

35.2 If, at any time, a Proprietor is granted the exclusive use of the Signage Area, that Proprietor may:

- (1) if the Proprietor is the Original Proprietor, or is the Proprietor of a Commercial Lot, install its own Sign in the Signage Area that complies with the requirement of this By-Law 35; or
- (2) licence the use of the Signage Area to a person or corporation that is the Proprietor or occupier of a Commercial Lot who may install a Sign that complies with the requirements of this By-Law 35. A licence granted in accordance with this sub-law 35.2(2) may not be assigned to any party other than a Proprietor of a Commercial Lot.

35.3 Any Sign installed in the Signage Area must:

- (1) be approved in writing by the Council;
- (2) be in compliance with:
 - (a) any conditions specified by any approval of the Council and the City of Fremantle or any other relevant authority; and
 - (b) any signage strategy for the Scheme put in place by the Council from time to time.

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- (4) restrictions have been placed, and further restrictions may be placed, on the strata Scheme by the City of Fremantle; and
- (5) where the By-Laws include restrictions imposed by the City of Fremantle, the prior approval of the City of Fremantle is required before the relevant by-laws can be changed, amended or repealed.

32.2 Fremantle Port Restrictions and Obligations

- (1) Early Warning Indicator System
 - (a) The Strata Company must prepare and implement an early warning indicator system (EWIS) in the form of an alarm for the purposes of alerting Proprietors and occupiers to, and managing, risks associated with balconies within the Scheme facing the inner harbour.
 - (b) All Proprietors and occupiers must comply with the procedures and protocols established by the Strata Company relating to the EWIS as applicable from time to time.
- (2) Compliance with Fremantle Port Buffer Area Development Guidelines
 - (a) The Proprietors and occupiers acknowledge and agree that the building comprised in the Scheme has been designed to satisfy the requirements of the Fremantle Port Buffer Area Development Guidelines as applicable as at the date of registration of the Scheme.
 - (b) To the extent that any Proprietor or occupier wishes to make alterations or additions to its Lot, whether or not those alterations are of a structural nature (including but not limited to the installation or replacement of air-conditioning, doors and windows), then, in addition to any other obligations the Proprietor or occupier may have under these By-Laws, the Proprietors and occupiers acknowledge and agree that they must comply with the Fremantle Port Buffer Area Development Guidelines as they apply to the Scheme from time to time.
- (3) This By-Law 32.2 may not be amended, or repealed without the consent of the City of Fremantle.

Part 4 – Grants of Exclusive Use

33. Exclusive Use of Common Property: Air-conditioning

- 33.1 Subject to compliance with By-Law 36, each Proprietor of a Commercial Lot shall have, in relation to its Commercial Lot, the exclusive use and enjoyment over that cubic space of the common property occupied by any Air-Conditioning System that services and relates to the Commercial Lot.
- 33.2 Each Proprietor referred to in By-Law 33.1 must:
 - (1) maintain the common property occupied by the Air-Conditioning System in accordance with section 35(1)(c) of the Act;
 - (2) maintain in proper working order any Air-Conditioning System installed within or for the benefit of their Lot; and

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- (1) vote at the meeting on an ordinary resolution or a special resolution but may vote on a motion which is sought to be passed as a unanimous resolution or a resolution without dissent;
- (2) be nominated as a candidate for election to the Council; or
- (3) nominate any person, including themselves, as a candidate for election to the Council.

30. Voting by proxy

- 30.1 Any person entitled to vote at a general meeting is entitled, subject to section 50A, to appoint a proxy holder to vote on their behalf at that meeting.
- 30.2 A proxy instrument must be in writing under the hand of the appointor or their attorney and may be either for a particular general meeting or for all general meetings.
- 30.3 A proxy holder need not be a Proprietor.
- 30.4 On a poll, the joint proxy holder (if any) has a vote proportionate to the interests in the Lot of such of the joint Proprietors as do not vote personally or by an individual proxy holder.
- 30.5 The co-Proprietors of a Lot may only vote on a show of hands or on a poll by a proxy holder jointly appointed by them and the appointee may be one of them.
- 30.6 If the co-Proprietors of a Lot have not jointly appointed a proxy holder to vote for them, they are not entitled to vote on a show of hands, on a poll or otherwise, except when the unanimous resolution of Proprietors is required by the Act.

31. Common Seal

- 31.1 Unless, in any particular case, otherwise directed by the Strata Company, the common seal of the Strata Company may only be used with the Council's authority at a Council meeting and in the presence of at least 2 members of the Council, who must sign every instrument to which the seal is affixed, unless there is only one member of the Council, in which case, the signature of that councillor alone shall be sufficient.

Part 3 – Theme of Development

32. Mixed Use Development and Proximity to Fremantle Port

- 32.1 All Proprietors and occupiers acknowledge that:
 - (1) the strata Scheme is primarily a residential development but will comprise some commercial activities;
 - (2) the strata Scheme may not be used for activities unrelated to the approved use;
 - (3) the quiet enjoyment of the strata Scheme and the Lots may be impacted on by noise, odour and activity associated with:
 - (a) an inner-city mixed use development; and
 - (b) the location of the strata scheme in close proximity to the Fremantle Port;

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27. Voting at a general meeting

- 27.1 Subject to sub-bylaw 27.2, a motion may be passed at a general meeting by a simple majority vote.
- 27.2 If a motion at a general meeting is sought to be passed as a resolution without dissent or a special resolution, the quorum and voting requirements of section 3C(1) must be complied with in respect of that motion.
- 27.3 Before a motion at a general meeting can be voted on, it must be moved by a Proprietor or proxy of a Proprietor entitled to vote on the motion and must be seconded by a Proprietor or proxy of a Proprietor entitled to vote on the motion.
- 27.4 All motions at a general meeting are to be determined on a show of hands, unless any person present personally or by duly appointed proxy and entitled to vote demands a poll, whether or not a declaration has been made under sub-bylaw 27.6, save that any requirements of the Act in relation to the unanimous resolutions, resolutions without dissent and special resolution must be complied with.
- 27.5 On a show of hands, each person entitled to vote has one vote for each Lot owned by that person.
- 27.6 On a poll, each person entitled to vote has one vote for each unit entitlement allocated to the Lot in respect of which they are voting.
- 27.7 Subject to the requirements of voting under section 3C(1)(c) in respect of a resolution without dissent or a special resolution, a declaration by the chairman that a resolution has been carried on a show of hands is conclusive evidence of the fact, without proof of the number or proportion of votes recorded in favour of or against the resolution, unless a poll is demanded under sub-bylaw 27.4.
- 27.8 If a poll is duly demanded, it must be taken immediately in any manner the chairman thinks fit and the chairman must declare the result of the poll.
- 27.9 A demand for a poll may be withdrawn before the result of the poll is declared and if withdrawn any steps taken in relation to the poll must be cancelled and of no effect.
- 27.10 In the case of equality in the votes, on a show of hands or on a poll, the question will be deemed to be determined in the negative.
- 27.11 The chairman has a deliberative vote if they are otherwise entitled to vote, but does not have a casting vote.

28. Restrictions on moving or seconding a motion

- 28.1 A person is not entitled to move or second a motion at a general meeting unless the person is entitled to vote on the motion.

29. Entitlement to vote

- 29.1 Subject to sub-bylaw 29.2 and to the Act, all Proprietors are entitled to vote at a general meeting.
- 29.2 If a person entitled to vote at a general meeting has not paid in full all money recoverable to the Strata Company in respect of that Lot before the meeting starts, that person is not entitled to:

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- 24.3 A Proprietor is only entitled to vote on an ordinary resolution or a special resolution if all money recoverable by the Strata Company in respect of its Lot has been paid before the meeting commences.
- 24.4 A Proprietor is entitled to vote on a resolution sought to be passed as a resolution without dissent or an unanimous resolution even if money due to the Strata Company in respect of its Lot remains unpaid before the meeting commences.

25. Chairman of a general meeting

- 25.1 At a general meeting or at the resumption of an adjourned general meeting the chairman of the Strata Company is to be the chairman of the meeting, subject to sub-bylaw 25.2.
- 25.2 The chairman of the Strata Company either before or at the commencement of the meeting may elect not to chair that meeting or a particular part of that meeting even if intending to be or is present at the meeting.
- 25.3 If the chairman makes an election under sub-bylaw 25.2 or is unavailable to act as chairman at that meeting or at a part of the meeting, those present at the meeting must authorise another person to act as chairman of the Strata Company for the purposes of that meeting or that part of the meeting, as the case may be.
- 25.4 A person appointed under sub-bylaw 25.3 need not be a Proprietor.
- 25.5 A person appointed under sub-bylaw 25.3 may be appointed to act as chairman until the end of the meeting or until the conclusion of the part of the meeting for which that person was appointed to act.
- 25.6 Subject to sub-bylaws 25.1 to 25.5, the person appointed to be chairman of or of any part of a resumed adjourned meeting may be a different person to the person who was chairman of the meeting or any part of the meeting that was adjourned.

26. Adjournment of a general meeting

- 26.1 Subject to sub-bylaw 26.3, if a quorum is not present within 30 minutes after the time appointed for a general meeting, the meeting will stand adjourned to either:
- (1) the same day in the next week at the same place and time; or
 - (2) at a date and time to be determined by the Council and notified to the Proprietors.
- 26.2 If, on the date and at the time and place determined under sub-bylaw 26.1, a quorum is not present within 30 minutes after the time appointed for the meeting, the persons entitled to vote and present will constitute a quorum to enable the meeting to proceed to business;
- 26.3 If a quorum is not present within 30 minutes after the time appointed for a general meeting convened on the requisition of Proprietors, the meeting will be dissolved.
- 26.4 The chairman may, with the consent of a general meeting at which a quorum is present, adjourn the meeting from time to time and from place to place, and if a quorum is not present within 30 minutes after the time appointed for the adjourned meeting the meeting will be dissolved.
- 26.5 No business may be transacted at a general meeting which is adjourned other than the business left unfinished at the meeting from which the adjournment took place but the meeting will continue to be subject to sub-bylaw 27.2.

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- 21.2 The Council must convene an extraordinary general meeting:
- (1) as required by the Act; or
 - (2) upon receiving a written requisition made by Proprietors entitled to a quarter or more of the aggregate unit entitlement of the Lots.
- 21.3 If the Council does not convene an extraordinary general meeting within 28 days after receiving a requisition under sub-bylaw 21.2, the requisitionists, or any of them representing more than one-half of the aggregate unit entitlement of all of them, may themselves, in the same manner as nearly as possible as that in which meetings are convened by the Council, convene an extraordinary general meeting.
- 21.4 Any meeting convened under sub-bylaw 21.3 must be held within 3 months from the date on which the requisition was made and is subject to sub-bylaw 26.3.

22. Agenda items for general meetings by request

- 22.1 If a Proprietor gives notice in writing to the secretary of an item of business that the Proprietor requires to be included on the agenda for the next general meeting, the secretary must include that item in the agenda of that meeting.

23. Notices of general meetings

- 23.1 The secretary must give a written notice of and an agenda for every general meeting to:
- (1) all Proprietors; and
 - (2) any registered mortgagee who is entitled to give and who has given the Strata Company written notice of their mortgage pursuant to section 50(6).
- 23.2 The secretary must give such notice of and an agenda for a general meeting:
- (1) not less than 14 days before the date of the meeting;
 - (2) that specifies the place, date and hour of the meeting;
 - (3) that, in the case of any proposal to vote on an unanimous resolution, a resolution without dissent or a special resolution, incorporates a copy of the proposed resolution; and
 - (4) that provides a statement of the general nature of any other items of business proposed to be determined at the meeting.
- 23.3 Accidental omission to give a notice of general meeting to anyone entitled to receive it will not invalidate any proceedings at the meeting.

24. Quorum for a general meeting

- 24.1 Except as otherwise provided in these By-Laws, no business may be transacted at a general meeting unless a quorum of members is present at the time when the meeting proceeds to business.
- 24.2 The quorum to enable a general meeting to proceed to business is one-half of the persons entitled to vote present in person or by duly appointed proxy.

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- (4) recording the particulars specified in section 35(1)(e) and (f) and retaining for the period or periods respectively prescribed under the Act the documents and records referred to in section 35(1)(h);
 - (5) providing information on behalf of the Strata Company in accordance with section 43(1)(a) and (b) and any certificates under section 43(d) and (e);
 - (6) answering communications addressed to the Council or the Strata Company;
 - (7) calling of nominations of candidates for election as members of the Council;
 - (8) subject to sections 49 and 103 and to sub-bylaw 21.3, convening meetings of the Council and the Strata Company; and
 - (9) preserving the records of the Council and the Strata Company the greater of 7 years or for any longer period prescribed under section 35 of the Act.
- 18.2 The powers and duties of the secretary may be delegated to the Strata Manager by the Council.

19. Powers and duties of the treasurer

- 19.1 The powers and duties of the treasurer include:
- (1) notifying Proprietors of any contributions levied pursuant to the Act; and in accordance with resolutions passed at a general meeting of the Strata Company;
 - (2) receiving, acknowledging, banking and accounting for any money paid to the Strata Company;
 - (3) preparing any certificate referred to in section 43(1)(c) and (d);
 - (4) keeping the books of accounts referred to in section 35(1)(f);
 - (5) preparing the statements of accounts referred to in section 35(1) (g);
 - (6) preparing the budgets of the administrative fund and any reserve fund; and
 - (7) preparing and maintaining an inventory of the personal property and details of the location of the personal property of the Strata Company.
- 19.2 The powers and duties of the treasurer may be delegated to the Strata Manager by the Council.

20. General meetings of the Strata Company

- 20.1 General meetings of the Strata Company must be held once in each year, but not more than 15 months may elapse between the date of one general meeting and that of the next.
- 20.2 All general meetings other than the AGM are to be called extraordinary general meetings.

21. How general meetings are convened

- 21.1 The Council must convene an AGM in accordance with these By-Laws and may convene an extraordinary general meeting whenever it thinks fit.

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- 14.4 A Proprietor or individual appointed under sub-bylaw 14.3 need not be a member of the Council.
- 14.5 Subject to Section 50A, if a person appointed under sub-bylaw 14.3 is a member of the Council they may, at any Council meeting, separately vote in their capacity as a member and on behalf of the member in whose place they have been appointed to act.
- 14.6 At Council meetings, all matters are to be determined by a simple majority vote.
- 14.7 It is not necessary for a motion at a Council meeting to be seconded before it is voted on.
- 14.8 The Council must keep minutes of Council meetings and those minutes will be incorporated into the records of the Strata Company.

15. Council's powers to appoint advisers, agents and employees

- 15.1 The Council may:
- (1) on behalf of the Strata Company employ solicitors, agents, managers, caretakers and others in connection with the exercise and performance of all or any of the functions, powers and duties of the Council and the Strata Company; and
 - (2) delegate to one or more of its members or to any of the other persons referred to in sub-bylaw (1) all or any of its functions, powers and duties as it thinks fit, on any terms and conditions it thinks fit, and may at any time revoke that delegation or vary or amend those terms and conditions.

16. Duties of the chairman of the Council

- 16.1 The chairman must preside at all Council meetings at which he is present.
- 16.2 If the chairman is absent from any Council meeting, the members of the Council present at that meeting must appoint one of their number to preside at that meeting. A representative of a corporation referred to in By-Law 14.3 is eligible to be so appointed.

17. Chairman, secretary and treasurer

- 17.1 Subject to By-Law 13, the chairman, secretary and treasurer of the Council are also respectively the chairman, secretary and treasurer of the Strata Company.
- 17.2 The chairman of a Council meeting or of a general meeting does not, in the event of an equality of votes, have a casting vote.

18. Powers and duties of the secretary

- 18.1 The powers and duties of the secretary include:
- (1) preparing and distributing minutes of Council meetings and general meetings;
 - (2) submitting a motion to confirm the minutes of any Council meeting or general meeting, respectively, at the next such meeting;
 - (3) giving on behalf of the Council and of the Strata Company the notices required to be given by the Council or the Strata Company under the Act or the By-Laws;

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(6) 9 members, 5 of them,

as the case may be, will constitute a quorum for a Council meeting.

12. Validity of Council's acts

- 12.1 If it is later discovered that there was a defect in the appointment or continuance in office of a member of Council, all acts done in good faith by the Council while that member acted as a member must be as valid as if that member had been duly appointed or had duly continued in office until such time that the defect has been notified to the relevant member of Council.

13. Chairman, secretary and treasurer of the Council

- 13.1 The members of a Council must, at the first Council meeting after they assume office as members, appoint a chairman, a secretary, a treasurer and a nominated representative of the Council.
- 13.2 A person:
- (1) cannot be appointed as the chairman, secretary, treasurer or nominated representative unless that person is a member of the Council;
 - (2) may be appointed to more than one of those positions; and
 - (3) may at any time be replaced by the Council in any of those offices.
- 13.3 A person appointed to an office referred to in sub-bylaw 13.1 will hold office until:
- (1) that person ceases to be a member of the Council;
 - (2) the Strata Company receives a written notice of resignation of that person from that office; or
 - (3) another person is appointed by the Council to hold that office,
- whichever first occurs.

14. Meetings of the Council

- 14.1 Subject to the Act and the By-Laws, the Council may meet together at any time or place and in any manner (including by phone, electronically or in person) that may be mutually agreed by a majority of the members and which has been notified to all members for the conduct of business and adjourn and otherwise regulate its meetings as it thinks fit.
- 14.2 The Council must meet when any member of the Council gives to the other members not less than 7 days written notice of a proposed meeting, specifying in the notice the reason for calling the meeting.
- 14.3 A member of the Council may, by notice in writing, with the written consent of the proposed appointee and served on the Council, appoint a Proprietor or an individual authorised under section 45 by a corporation that is a Proprietor, to act in the member's place as a member of the Council at any Council meeting. Any Proprietor or individual so appointed will, when so acting, be deemed to be a member of the Council and is eligible to be appointed to chair a meeting pursuant to sub-bylaw 16.2.

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be until the next AGM or resolve that the vacancy is to be filled in accordance with sub-bylaw 9.1.

8.2 A member of the Council vacates the office as a member of the Council if the Councillor:

- (1) is removed from office under sub-bylaw 8.1;
- (2) dies;
- (3) or ceases to be a Proprietor; or
- (4) resigns by written notice to the Strata Company;

whichever first occurs.

9. Filling a vacancy on the Council

9.1 If a vacancy arises on the Council because of the removal from office of a member under sub-bylaw 8.1, and the Strata Company in its resolution under sub-bylaw 8.1 has so resolved, the vacancy is to be filled by a Proprietor who is not already a member of the Council and who is elected by the Strata Company at its next AGM, but if the Strata Company has not so resolved the Council may appoint a Proprietor to the Council pursuant to sub-bylaw 9.2.

9.2 Subject to sub-bylaw 9.1, if a vacancy arises on the Council, the remaining members of the Council may appoint a Proprietor who is not already a member of the Council to fill that vacancy.

10. Council powers while there is a vacancy

10.1 Subject to sub-bylaw 10.2, while there is a vacancy on the Council, the remaining members of the Council may continue to act.

10.2 While the number of members of the Council is reduced below the number fixed by these By-Laws as the quorum for a Council meeting, the continuing members may act only:

- (1) to convene an AGM; or
- (2) in any other case, to increase the number of members of the Council to the number fixed by the Strata Company at its most recent AGM.

11. Quorum for a meeting of the Council

11.1 If the Council consists of:

- (1) 1 member, that member;
- (2) 2 members, 2 of them;
- (3) 3 or 4 members, 2 of them;
- (4) 5 or 6 members, 3 of them;
- (5) 7 or 8 members, 4 of them; or

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7. Ballot for the election of members of the Council

- 7.1 If a ballot must be held for the election of members of the Council, the Proprietors entitled to vote in the ballot are those entitled to vote on an ordinary resolution at an AGM.
- 7.2 Subject to sub-bylaw 4.2(2), for the purposes of the ballot, the chairman must:
- (1) announce the names of the candidates; and
 - (2) cause to be provided to each person present and entitled to vote a blank paper for use as a ballot-paper, in respect of each Lot in respect of which he is entitled to vote.
- 7.3 A person who is entitled to vote and who wishes to vote must complete a valid ballot-paper by:
- (1) writing on it the names of candidates he wishes to elect, equal in number to the number of members of the Council to be elected and so that no name is repeated;
 - (2) indicating on it the number of the Lot in respect of which their vote is cast;
 - (3) indicating on it the capacity in which the person is voting, e.g. as a Proprietor, co-Proprietor or proxy;
 - (4) signing it; and
 - (5) returning it to the chairman.
- 7.4 The chairman, or a person appointed by him, must validate and count the votes recorded on valid ballot-papers in favour of each candidate.
- 7.5 Subject to sub-bylaw 7.6, candidates being equal in number to the number of members of the Council to be elected who receive the highest numbers of votes will be deemed to be elected to the Council.
- 7.6 If the number of votes recorded in favour of a candidate is the lowest of the numbers of votes referred to in sub-bylaw 7.5 and:
- (1) that number equals the number of votes recorded in favour of any other candidate; and
 - (2) 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,
- then, as between those candidates, those present and entitled to vote must determine by a vote by a show of hands which of those candidates is to be elected to the Council and the person who receives the greater number of votes will be deemed to be elected to the Council.
- 7.7 The chairman must declare the outcome of the ballot at the AGM.

8. Ceasing to be a member of the Council

- 8.1 Except where the Council consists of all the Proprietors, the Strata Company may by special resolution remove any member of the Council other than the Original Proprietor while it remains a member of the Council, before the expiration of the Councillor's term of office and may, in the same or in a separate resolution, resolve who the replacement is to

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- 4.3 In determining the number of Proprietors for the purposes of By-Law 4:
- (1) co-Proprietors of a Lot are deemed to be one Proprietor; and
 - (2) a person who owns more than one Lot is deemed to be one Proprietor.

5. Nominations for election to the Council

5.1 Nominations

Nomination of members of the Council must be conducted as follows:

- (1) the AGM must determine, in accordance with the requirements of By-Law 4, the number of members of which the Council is to consist;
- (2) while the Original Proprietor continues to be a Proprietor, the number of Council members to be elected to the Council under these By-Laws must be one less than the number of members of the Council determined upon under sub-bylaw 4.1;
- (3) the chairman must call upon those persons present who, under these By-Laws are entitled to vote on an ordinary resolution, to nominate eligible Proprietors for election to the Council;
- (4) a nomination, or a deemed nomination under sub-bylaw 6.4, must be supported by the consent of the nominee to their nomination, including where the nominee is a corporation, the consent of that corporation's authorised representative under section 45 of the Act. That consent must be given to the chairman and can be provided orally by a nominee or its duly appointed proxy who is present at the meeting or in writing by a nominee who is not present. In the absence of that consent, that nomination is of no effect.

5.2 Procedure following nominations

- (1) Subject to By-Law 4 and to sub-bylaw 5.2(2), if the number of candidates is less than or equal to the determined number of members of the Council that the general meeting has resolved to elect, the chairman must declare those candidates to have been elected as members of the Council;
- (2) If the number of candidates exceeds the number of members to be elected, the chairman must direct that a ballot be held pursuant to By-Law 7.

6. Eligibility of a Co-Proprietor to be elected to the Council

- 6.1 If there are co-Proprietors of a Lot, one only of the co-Proprietors is eligible to be or to be elected to be a member of the Council.
- 6.2 The co-Proprietor who is so eligible must be nominated by their co-Proprietors or their duly appointed proxy.
- 6.3 If the co-Proprietors fail to agree on a nominee, the co-Proprietor who owns the largest share of the Lot will be deemed to be their nominee.
- 6.4 If all co-Proprietors own equal shares of the Lot, the co-Proprietor whose name appears first in the certificate of title for the Lot will be deemed to be their nominee, subject to sub-bylaw 5.1(4).

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- (b) all statutory instruments or orders made pursuant to it.
- (2) Words denoting the singular number shall include the plural and vice versa.
- (3) Words denoting any gender include all genders and words denoting persons shall include firms and corporations and vice versa.
- (4) A reference to a person includes a natural person and an incorporated entity.
- (5) Headings are inserted for convenience only and shall not affect the construction or interpretation of the Schedule 1 and Schedule 2 By-Laws.
- (6) Unless otherwise defined, terms used in these Schedule 1 and Schedule 2 By-Laws have the same meaning as defined in the Act.

Part 2 – Formation and Management of the Strata Company and Council

3. Constitution of the Council

- 3.1 The Strata Company is to have a Council.
- 3.2 The members of the Council must be elected at each annual general meeting.
- 3.3 Subject to any restriction imposed or direction given by the Strata Company at a general meeting:
 - (1) The functions, powers and duties of the Strata Company are to be exercised and performed by the Council; and
 - (2) a Council meeting at which a quorum is present is competent to exercise all or any of those functions, powers and duties.

4. Membership of the Council

- 4.1 While the Original Proprietor continues to be a Proprietor:
 - (1) from the date of registration of the Strata Plan and until the second AGM of the Strata Company, the Council is to comprise the Original Proprietor as the sole member of the Council
 - (2) from the date of the third AGM, the Council is to be constituted in accordance with by-law 4.2.
- 4.2 With the exception of the period of time specified in by-law 4.1(1), the Council is to consist of not less than 5 nor more than 9 Proprietors as determined by the Strata Company at each AGM in accordance with by-law 5 except that:
 - (1) when there are less than 5 Proprietors, the Council must consist of all Proprietors; and
 - (2) despite any other By-Law, the Original Proprietor must be a member of Council for so long as it is a Proprietor and it shall not be necessary for it to consent to be or to be nominated for election to the Council or to be voted on for election to the Council.

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Lot, together with all wiring, pipes and ducts necessary for the installation and safe operation or use of such systems and equipment;

- (16) **Proprietor** means the person who is for the time being registered under the Transfer of Land Act 1893 as Proprietor of an estate in fee simple and includes that person's successors in title, personal representatives, permitted assigns and transferees or registered mortgagee in possession;
- (17) **Recreational Facilities** means the swimming pool, spa, sauna, gymnasium, barbecue facilities, meeting room, games room and residents lounge located within the common property of the Scheme;
- (18) **Regulations** means the regulations to the Act;
- (19) **Residential Lot** means Lots 1 to 183 on the Strata Plan and which are intended solely for occupation as a residence;
- (20) **Scheme** means the strata scheme constituted under the Strata Plan, comprising residential apartments and commercial space constructed on the Land and includes any additions or alterations that may be approved by the Strata Company from time to time in accordance with the Act and also the rights and obligations conferred or imposed by the Act;
- (21) **Services** means all pipes, wires, cables and ducts and associated equipment and fittings that provide or deal with electricity, gas, water, sewerage, drainage, telephone or other communication services to any part of the Scheme;
- (22) **Sign** includes any sign located on a Lot or common property, together with all fixings and supports necessary for the sign's safe installation;
- (23) **Strata Company** means The Owners of Heirloom constituted on registration of the Strata Plan;
- (24) **Strata Company records** means the records of the Council and the Strata Company and includes the documents referred to in sections 35, 35A, 43(1) and 49(3);
- (25) **Strata Manager** means any person who is appointed from time to time as such by the Strata Company pursuant to the By-Laws;
- (26) **Strata Plan** means the strata plan to which these By-Laws apply;
- (27) **Structure** includes any improvement erected in accordance with Section 7; and
- (28) **Vehicle** means any motor car, van truck, float, bus, caravan, campervan, trailer, motorcycle, all-terrain motor-cycle, bicycle or any other conveyance of any kind used as or as an adjunct to a method of transport on land.

2. Interpretation

2.1 In the Schedule 1 and Schedule 2 By-Laws:

- (1) Reference to any statute or statutory provision includes a reference to:
 - (a) that statute or statutory provision as may from time to time be amended, extended, re-enacted or consolidated; and

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Schedule 1 By-Laws

Part 1 – Definitions and Interpretation

1. Definitions

- 1.1 The following words have these meanings in the Schedule 1 and Schedule 2 By-Laws unless the contrary intention appears:
- (1) **Act** means the *Strata Titles Act 1985* (WA) and references to sections are references to sections of the Act;
 - (2) **AGM** means an annual general meeting of the Strata Company;
 - (3) **Air-Conditioning System** includes all fixings, wiring, pipes, cables and ducts necessary for the safe and proper installation and operation of the system and any screening around the air-conditioning system;
 - (4) **By-Law** means a by-law of the Strata Company and a reference to a sub-bylaw will also mean a by-law of the Strata Company;
 - (5) **Commercial Lot** means Lot 184 on the Strata Plan;
 - (6) **Council** means the Strata Company's council of owners;
 - (7) **Façade** means the external face or elevation of the building within the Scheme;
 - (8) **Fixtures and Fittings** means any common property fixtures and fittings including power points, light switches, taps and water outlets, exhaust fans, security screens and doors, sliding doors, door locks, wall and floor tiles and light sockets, switches and fittings that are for the sole use or amenity of a particular Lot, together with all wiring, pipes and ducts necessary for the installation and safe operation or use of such systems and equipment;
 - (9) **Invitee** means each of a Proprietor's or occupier's agents, contractors, tenants, lessees, licensees, customers and those persons who at any time are under the control of and in or upon a Lot or the Land with the consent (express or implied) of a Proprietor or occupier;
 - (10) **Land** means the land on which the Strata Scheme is situated;
 - (11) **Local Government** means the City of Fremantle, or any other local government within whose area the Land is situated;
 - (12) **Lot** has the meaning set out in the Act and includes each of the Commercial Lots and the Residential Lots;
 - (13) **Management Agreement** means the agreement made between the Strata Company and the Strata Manager;
 - (14) **Original Proprietor** means the registered proprietor of the Land at the time that the Scheme was constituted by registration of the Strata Plan;
 - (15) **Plumbing Fixtures** includes any common property grease traps, exhaust ducts, drainage systems and the like that are for the sole use of or amenity of a particular

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FORM B2

FORM APPROVED
NO. B4682

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

BLANK INSTRUMENT FORM

MANAGEMENT STATEMENT

(Note 1)

FORM 25

Strata Titles Act 1985

Section 5C(1)

STRATA PLAN No. 63644

MANAGEMENT STATEMENT

Beach Street Holdings Pty Ltd ACN 145 191 948

Heirloom, 36 Queen Victoria Street, Fremantle

Lot 20 on Deposited Plan 70560 and being the whole of the land comprised in Certificate of Title Volume 2821 Folio 239.

This management statement to be lodged with a Strata Plan in respect of the above land sets out the By-Laws of the Strata Company or amendments to the By-Laws contained in Schedule 1 and Schedule 2 of the *Strata Titles Act 1985 (as amended)* that are to have effect upon registration of the Strata Plan.

* * * * *

The Schedule 1 By-Laws and the Schedule 2 By-Laws are hereby, repealed and replaced as follows.



Document Notes:

IMPORTANT: THIS PAGE FORMS PART OF DOCUMENT [N491126] AND MAY CONTAIN REFERENCES TO AMENDMENTS OR CORRECTIONS TO THE DOCUMENT

11/1/2017 10:56:51

Registration date amended to 6.1.2017 due to lot sync process. See letter in Application N491127.



**Global Diversified Opportunity Limited
C/O Commence Overseas Limited
PO Box 2208
Road Town
Tortola, British Virgin Islands**

EV000329923 LTR



Registrar of Titles
Landgate,
1 Midland Square, Midland
WA 6056

8 November 2016

Madam

I refer to a Management Statement ("Management Statement") in relation to the development known as Heirloom, 36 Queen Victoria Street, Fremantle (Strata Plan 63644), to be registered at Landgate on behalf of Beach Street Holdings Pty Ltd, under which Global Diversified Opportunity Limited (the "Company") had been requested to endorse its consent on the Management Statement.

The Company is a foreign company registered in the British Virgin Islands. I write to confirm that, to my best understanding, the execution of the Management Statement on behalf of the Company complies with the execution requirements of that jurisdiction (British Virgin Islands).

Yours faithfully

A handwritten signature in black ink, appearing to read 'Peter Law', with a stylized flourish at the end.

**Peter Law
Authorised Signatory / Associate General Counsel**







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MIDLAND WA 6056
Attention: New Titles Examiners

Our reference

JRK/RLR/00377312-000001
AUM/1214518463.1

28 November 2016

By Hand

Dear Sir/Madam

DEALING NUMBER N491126

We refer to the above matter and confirm that we act on behalf of the Applicant,
Beach Street Holdings Pty Ltd.

We confirm that at the time of lodgement we provided a copy of the letter that
confirms proper execution of the Management Statement. We now attach the original.

If you have any queries please do not hesitate to contact our office.

Yours sincerely

ROBYN ROGERS
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**Global Diversified Opportunity Limited
C/O Commence Overseas Limited
PO Box 2208
Road Town
Tortola, British Virgin Islands**

EV000333048 LTR



Registrar of Titles
Landgate,
1 Midland Square, Midland
WA 6056

8 November 2016

Madam

I refer to a Management Statement ("Management Statement") in relation to the development known as Heirloom, 36 Queen Victoria Street, Fremantle (Strata Plan 63644), to be registered at Landgate on behalf of Beach Street Holdings Pty Ltd, under which Global Diversified Opportunity Limited (the "Company") had been requested to endorse its consent on the Management Statement.

The Company is a foreign company registered in the British Virgin Islands. I write to confirm that, to my best understanding, the execution of the Management Statement on behalf of the Company complies with the execution requirements of that jurisdiction (British Virgin Islands).

Yours faithfully

A handwritten signature in black ink, appearing to read 'Peter Law', with a stylized, cursive script.

Peter Law
Authorised Signatory / Associate General Counsel





Strata Plan 63644

Lot	Certificate of Title	Lot Status	Part Lot
1	2917/900	Registered	
2	2917/901	Registered	
3	2917/902	Registered	
4	2917/903	Registered	
5	2917/904	Registered	
6	2917/905	Registered	
7	2917/906	Registered	
8	2917/907	Registered	
9	2917/908	Registered	
10	2917/909	Registered	
11	2917/910	Registered	
12	2917/911	Registered	
13	2917/912	Registered	
14	2917/913	Registered	
15	2917/914	Registered	
16	2917/915	Registered	
17	2917/916	Registered	
18	2917/917	Registered	
19	2917/918	Registered	
20	2917/919	Registered	
21	2917/920	Registered	
22	2917/921	Registered	
23	2917/922	Registered	
24	2917/923	Registered	
25	2917/924	Registered	
26	2917/925	Registered	
27	2917/926	Registered	
28	2917/927	Registered	
29	2917/928	Registered	
30	2917/929	Registered	
31	2917/930	Registered	
32	2917/931	Registered	
33	2917/932	Registered	
34	2917/933	Registered	
35	2917/934	Registered	
36	2917/935	Registered	
37	2917/936	Registered	
38	2917/937	Registered	
39	2917/938	Registered	
40	2917/939	Registered	
41	2917/940	Registered	
42	2917/941	Registered	
43	2917/942	Registered	
44	2917/943	Registered	
45	2917/944	Registered	



Strata Plan 63644

Lot	Certificate of Title	Lot Status	Part Lot
46	2917/945	Registered	
47	2917/946	Registered	
48	2917/947	Registered	
49	2917/948	Registered	
50	2917/949	Registered	
51	2917/950	Registered	
52	2917/951	Registered	
53	2917/952	Registered	
54	2917/953	Registered	
55	2917/954	Registered	
56	2917/955	Registered	
57	2917/956	Registered	
58	2917/957	Registered	
59	2917/958	Registered	
60	2917/959	Registered	
61	2917/960	Registered	
62	2917/961	Registered	
63	2917/962	Registered	
64	2917/963	Registered	
65	2917/964	Registered	
66	2917/965	Registered	
67	2917/966	Registered	
68	2917/967	Registered	
69	2917/968	Registered	
70	2917/969	Registered	
71	2917/970	Registered	
72	2917/971	Registered	
73	2917/972	Registered	
74	2917/973	Registered	
75	2917/974	Registered	
76	2917/975	Registered	
77	2917/976	Registered	
78	2917/977	Registered	
79	2917/978	Registered	
80	2917/979	Registered	
81	2917/980	Registered	
82	2917/981	Registered	
83	2917/982	Registered	
84	2917/983	Registered	
85	2917/984	Registered	
86	2917/985	Registered	
87	2917/986	Registered	
88	2917/987	Registered	
89	2917/988	Registered	
90	2917/989	Registered	



Strata Plan 63644

Lot	Certificate of Title	Lot Status	Part Lot
91	2917/990	Registered	
92	2917/991	Registered	
93	2917/992	Registered	
94	2917/993	Registered	
95	2917/994	Registered	
96	2917/995	Registered	
97	2917/996	Registered	
98	2917/997	Registered	
99	2917/998	Registered	
100	2917/999	Registered	
101	2917/1000	Registered	
102	2918/1	Registered	
103	2918/2	Registered	
104	2918/3	Registered	
105	2918/4	Registered	
106	2918/5	Registered	
107	2918/6	Registered	
108	2918/7	Registered	
109	2918/8	Registered	
110	2918/9	Registered	
111	2918/10	Registered	
112	2918/11	Registered	
113	2918/12	Registered	
114	2918/13	Registered	
115	2918/14	Registered	
116	2918/15	Registered	
117	2918/16	Registered	
118	2918/17	Registered	
119	2918/18	Registered	
120	2918/19	Registered	
121	2918/20	Registered	
122	2918/21	Registered	
123	2918/22	Registered	
124	2918/23	Registered	
125	2918/24	Registered	
126	2918/25	Registered	
127	2918/26	Registered	
128	2918/27	Registered	
129	2918/28	Registered	
130	2918/29	Registered	
131	2918/30	Registered	
132	2918/31	Registered	
133	2918/32	Registered	
134	2918/33	Registered	
135	2918/34	Registered	



Strata Plan 63644

Lot	Certificate of Title	Lot Status	Part Lot
136	2918/35	Registered	
137	2918/36	Registered	
138	2918/37	Registered	
139	2918/38	Registered	
140	2918/39	Registered	
141	2918/40	Registered	
142	2918/41	Registered	
143	2918/42	Registered	
144	2918/43	Registered	
145	2918/44	Registered	
146	2918/45	Registered	
147	2918/46	Registered	
148	2918/47	Registered	
149	2918/48	Registered	
150	2918/49	Registered	
151	2918/50	Registered	
152	2918/51	Registered	
153	2918/52	Registered	
154	2918/53	Registered	
155	2918/54	Registered	
156	2918/55	Registered	
157	2918/56	Registered	
158	2918/57	Registered	
159	2918/58	Registered	
160	2918/59	Registered	
161	2918/60	Registered	
162	2918/61	Registered	
163	2918/62	Registered	
164	2918/63	Registered	
165	2918/64	Registered	
166	2918/65	Registered	
167	2918/66	Registered	
168	2918/67	Registered	
169	2918/68	Registered	
170	2918/69	Registered	
171	2918/70	Registered	
172	2918/71	Registered	
173	2918/72	Registered	
174	2918/73	Registered	
175	2918/74	Registered	
176	2918/75	Registered	
177	2918/76	Registered	
178	2918/77	Registered	
179	2918/78	Registered	
180	2918/79	Registered	



Strata Plan 63644

Lot	Certificate of Title	Lot Status	Part Lot
181	2918/80	Registered	
182	2918/81	Registered	
183	2918/82	Registered	
184	2918/83	Registered	



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.

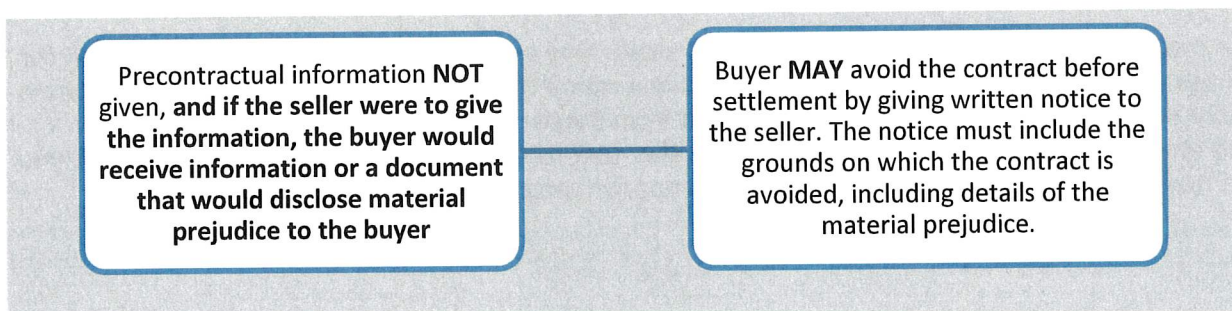
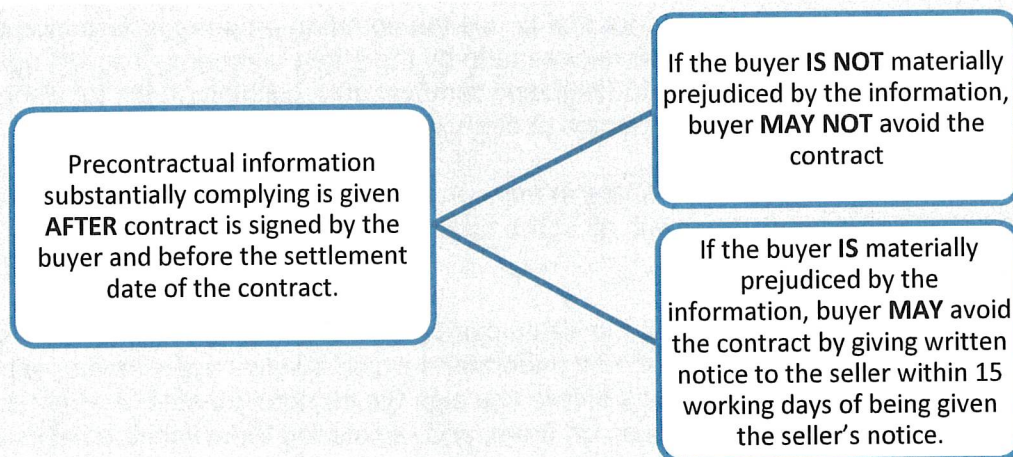
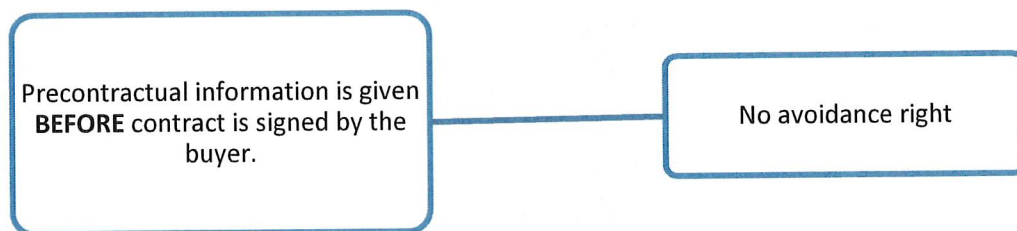
A buyer may consider seeking more information about the lot, the strata company and the strata / survey-strata scheme by asking the seller to provide it, or by making an application to the strata company for more information under section 107 of the Act.

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

Buyer's avoidance rights

Avoidance rights 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.

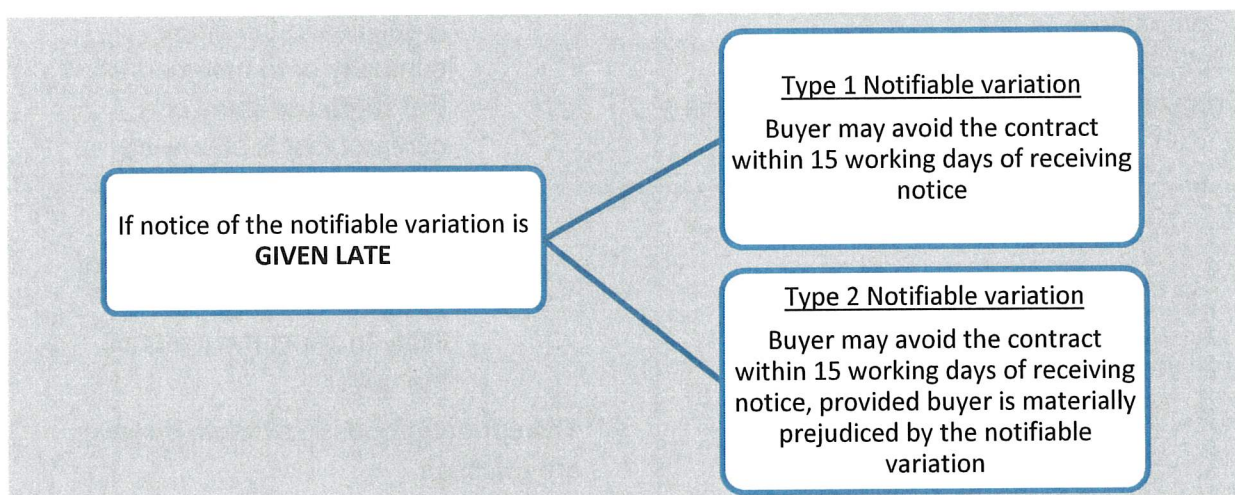
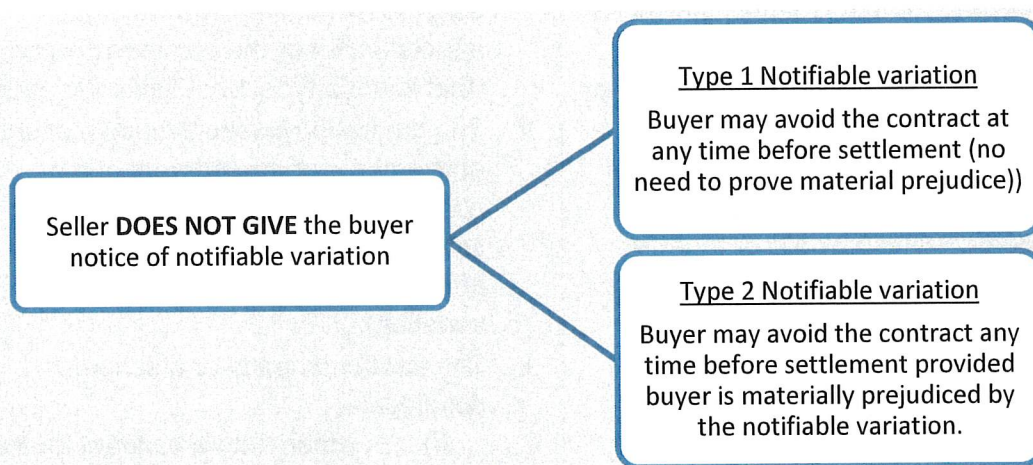
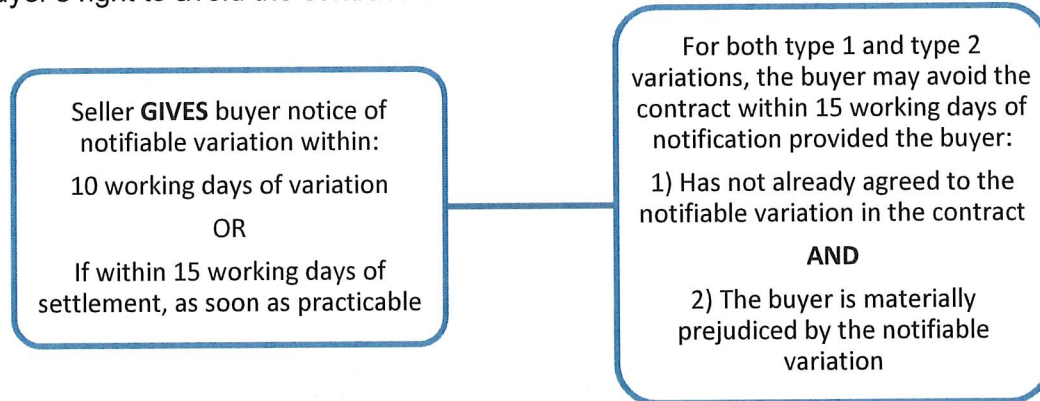
Type 1 and Type 2 notifiable variations are as follows:

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 the settlement date of the contract for the sale and purchase of a 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 the settlement date by no more than 15 working days after the latest date that the seller complies with the relevant disclosure requirement.

Disputes 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 _____
Address c/- 45 CANNING HIGHWAY, EAST FREMANTLE, WA 6158
Telephone/mobile C/- 0411 115 147 Email C/- connie@whitehouseproperty.com.au
Name _____
Address c/- 45 CANNING HIGHWAY, EAST FREMANTLE, WA 6158
Telephone/mobile C/- 0411 115 147 Email C/- connie@whitehouseproperty.com.au

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

Scheme Details

Scheme name HEIRLOOM
Name of the strata company JOHN DETHRIDGE STRATA SERVICES
Address for service of the strata company (taken from scheme notice) PO BOX 687, FREMANTLE, WA 6959
Name of Strata Manager _____
Address of Strata Manager _____
Telephone / Mobile 08 9335 5877
Email info@jdstrata.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 N/A years N/A months N/A days commencing on registration of the scheme N/A

If there is a registered scheme notice, the expiry day for the leasehold scheme is /N/A/

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

ATT

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

ATT

A copy of the scheme by-laws

N/A

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

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

☐ If yes, they are included with this form

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

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

N/A

Additional comments: _____

Minutes (choose one option)

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

ATT

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

N/A

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

N/A

Additional comments: _____

Statement of accounts (choose one option)

☒ The statement of accounts last prepared by the strata company

ATT

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

N/A

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

N/A

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

Additional comments: _____

Termination proposal

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

N/A

If yes, attach a copy.

Lot information (choose all that apply)

Att.

☒ This lot is on a registered scheme plan

☐ This lot has not yet been created

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

Street address of the lot (if known)

16/36 QUEEN VICTORIA STREET, FREMANTLE

Lot 16 on scheme plan no. 63644

(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 _____

N/A

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

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

☒ Contributions that have been determined within the previous 12 months

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

	Actual (\$)	OR	Estimated (\$) 12 months after the proposed settlement date
--	-------------	----	---

Administrative fund:	<u>\$1,343.68</u>		<u> </u>
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Reserve fund:	<u>\$272.48</u>		<u> </u>
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Other levy (attach details)	<u>\$1,040.00 - 1 payment due 1st September 2025</u>		
--------------------------------	--	--	--

ATT

☒ Actual ☐ Estimated total contribution for the lot \$ 1,616.16

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

Due dates	<u>\$1,392.56</u>	on <u>01 / 02 / 2025</u>	<u>\$1,616.16</u>	on <u>01 / 08 / 2025</u>
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	<u>\$1,616.16</u>	on <u>01 / 05 / 2025</u>	<u>\$1,616.16</u>	on <u>01 / 11 / 2025</u>
--	-------------------	--------------------------	-------------------	--------------------------

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 defined as:

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

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

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

Statement of estimated income and expenditure

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

N/A

Additional comments: _____

Agreements for amenity or service

Are there any current or proposed contracts for the provision of any amenity or service to the strata company or members of the strata company entered into or arranged by the scheme developer or strata company?

☒ no ☐ yes

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

N/A

Additional comments: _____

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

Are there any current or proposed leases, licences, right of exclusive use and enjoyment, restricted right of use and enjoyment, or special privilege over common property? If yes, attach details including terms and conditions.

☒ no ☐ yes

N/A

Additional comments: _____

Section 79 Disclosure of remuneration and other benefits

☒ no ☐ yes

Has the scheme developer and/or their associate received or reasonably expects to receive remuneration or other benefit arising out of a contract for

the provision of services or amenities described above, any other contract that binds the strata company or a lease or licence of the common property in the strata titles scheme?

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.

N/A

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 / ☒ **We**¹, hereby certify that Part A and Part B of the required precontractual disclosures were given to the buyer before the buyer signed the contract of sale.

Signature _____

Name _____

Date ____/____/____

Signature _____

Name _____

Date ____/____/____

¹ Select one.

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

☐ **I** / ☐ **We**¹, the buyer/s, acknowledge that ☐ **I** / ☐ **we**¹ received Part A and Part B of the required precontractual disclosures before ☐ **I** / ☐ **We**¹ signed the contract of sale.

☐ **I** / ☐ **We**¹ 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** / ☐ **us**¹.

Signature

Name

Date

Signature

Name

Date

MINUTES OF ANNUAL GENERAL MEETING

Minutes of the Annual General Meeting of the above Strata Company held at Swan Yacht Club, 71 Riverside Road, East Fremantle, WA, 6158 on Thursday, 24 April 2025, commencing at 5:30 PM.

Present:

Lot 8	S Wilson	Owner present
Lot 15	P Laidler	Owner present
Lot 36	I Cooper	Owner present
Lot 47	L Broun	Owner present
Lot 49	V Doig	Owner present (via Zoom)
Lot 50	J Nolan Alexander & L	Owner present (via Zoom)
Lot 52	Jones	Owners present
	J Scholten Paul	
Lot 57	McLaughlan Martina	Owner present
Lot 64	Carlini Peter Boyle & N	Owner present (via Zoom)
Lot 80	Behrendorff	Owner present (via Zoom)
Lot 83	I & C Brown	Owners present
	G Broun	
Lot 89	H Kaye	Owners present
Lot 106	M Williams	Owner present
Lot 115	D Reid	Owner present
Lot 120	R Gardner	Owner present
Lot 122	D Shade	Owner present
Lot 123	L Walters	Owner present
Lot 128	J Werndly Cornelia	Owner present
Lot 132	R Anais Randall *	Owner present
Lot 133	E Lowe	Proxy present (via Zoom)
Lot 136	L Hooper & M Moon	Owner present (via Zoom)
Lot 144	S Brown	Owner present
Lot 147	J Bernard & C	Owner present
Lot 164	Gallagher	Owner present
	S Taylor	
Lot 165	T Hans Diederich	Owner present
Lot 167	Payenberg	Owners present
	R Maloney	
Lot 168	S O'Byrne	Owner present (via Zoom)
Lot 169	D Greenwood	Owner present (via Zoom)
	G & S Pang	
Lot 171		Owner present (via Zoom)
Lot 174		Owner present (via Zoom)
Lot 176		Owner present
Lot 180		Owners present

Persons present as proxies for proprietors:

Lot 1	Afrik Pty Ltd	Proxy Name: Chairperson
Lot 11	H Schairer	Proxy Name: Chairperson
Lot 42	N & E Stringer	Proxy Name: Chairperson
	A & L Jones	
Lot 52	P McLaughlan & G Nicklette	Proxy Name: A Jones
Lot 64	T & N Fryer	Proxy Name: P McLaughlan
	G De Martini & M Carlini	
Lot 65		Proxy Name: Chairperson Proxy
Lot 80	M Timmins	Name: M Carlini
	P Boyle & N Behrendorff	
Lot 81		Proxy Name: Chairperson Proxy
Lot 83	I & C Brown	Name: P Boyle
	A Bartulovic	
Lot 89		Proxy Name: I Brown
Lot 90	G Carver	Proxy Name: Chairperson Proxy
Lot 100	M Sweeney	Name: I Brown
Lot 102	K Peters & G Broun	Proxy Name: Chairperson Proxy
Lot 106	K W Fong	Name: G Broun
	R Gardner & G Rogers	
Lot 112	Veritas Super Pty Ltd & J Victor Werndly	Proxy Name: Chairperson Proxy
Lot 123		Name: R Gardner
	D Morley & C Rentschler	
Lot 133		Proxy Name: J Werndly
	E & T Lowe Pamela & R Motherwell	
Lot 136		Proxy Name: C Rentschler
	A Sharpe Donna	
Lot 147	Richards & R Richards	Proxy Name: E Lowe Proxy
Lot 150	L Jones & G Thomas	Name: M Williams
	E Gow	
Lot 151	E Keller Gregory F	Proxy Name: S Boyle Proxy
Lot 153	Lesley Hooper & M Moon	Name: Chairperson
	S Brown & R Stazzonelli	
Lot 155		Proxy Name: Chairperson
	J Bernard & C Gallagher	
Lot 161	R Maloney & R Findlay	Proxy Name: P Gow
Lot 162		Proxy Name: Chairperson Proxy
Lot 163		Name: A Fennell Proxy Name: L
Lot 164		Hooper
Lot 165		Proxy Name: S Brown
Lot 167		Proxy Name: J Bernard
Lot 171		Proxy Name: R Maloney

Lot 174	S O'Byrne & J Judge	Proxy Name: S O'Byrne
	G & S Pang Jamie	
Lot 180	Cuthbert	Proxy Name: G Pang Proxy
Lot 183		Name: Chairperson

Persons present by invitation of the meeting:

*Representing John Dethridge Strata Services -
Harry Kaye, Leila Dethridge, Tennille Mitchell, Georgi Tiede, Dee Boni*

**Non-financial*

1. PRELIMINARY MATTERS

John Dethridge Strata Services respectfully acknowledge the Whadjuk Nyoongar people as the Traditional Custodians of the land on which we meet today. We acknowledge their enduring connection to the lands, waterways and communities and pay our respects to Elders past, present and emerging.

Quorum:

The Chairperson announced that all proxies had been verified as valid, and that as per section 130 (4) of the Strata Titles Act 1985, at 6.00pm a quorum of proprietors were present and the meeting was validly constituted and declared open.

Appointment of Chairperson for the meeting

Motion under notice:

It was resolved that Harry Kaye be authorised to act as Chairperson of the Strata Company for the purposes of this meeting.

Announcement of those present by invitation and any apologies received

Motion CARRIED.

VOTES Yes: 47 No: 0 Abs: 0 Inv: 1

Mover: Lorraine Broun, Seconder: Morag Williams

Invalid Vote Reasons

1 invalid vote (non-financial)

2. Adoption of Standing Orders

Motion under notice:

That by Ordinary Resolution, the Strata Company adopts the standing orders attached to this notice of meeting relative to the conduct of this general meeting and future general meetings.

Motion CARRIED.

VOTES Yes: 47 No: 0 Abs: 0 Inv: 1

Mover: Morag Williams, Seconder: Gerald Pang

Invalid Vote Reasons

1 invalid vote (non-financial)

3. Confirmation of previous minutes for the Last General Meeting

Motion under notice:

1. That by Ordinary Resolution, the minutes of the General Meeting held on 7th of March 2024 be verified as an accurate record of those proceedings.
2. Consideration of any matters arising not otherwise provided for by this agenda.

Motion CARRIED.

VOTES Yes: 47 No: 0 Abs: 0 Inv: 1

Mover: Genevieve Broun, Seconder: Alex Jones

Invalid Vote Reasons

1 invalid vote (non-financial)

4. Strata Manager's Report

Motion under notice:

That by Ordinary Resolution the Strata Manager's Report, as attached to the notice of meeting, be received.

Motion CARRIED.

VOTES Yes: 47 No: 0 Abs: 0 Inv: 1

Mover: Alex Jones, Seconder: Genevieve Broun

Invalid Vote Reasons

1 invalid vote (non-financial)

5. Statement of Accounts

Motion under notice:

That by Ordinary Resolution, the Statement of Accounts for the financial year ending 31st of January 2025, as attached to the notice of meeting, be adopted as presented.

Motion CARRIED.

VOTES Yes: 47 No: 0 Abs: 0 Inv: 1

Mover: Gerald Pang, Seconder: Alex Jones

Invalid Vote Reasons

1 invalid vote (non-financial)

6. Constitution of Council

Motion under notice:

1. That by Ordinary Resolution, the Council of the strata company consist of 7 owners.
2. The following 8 nominations were received as candidates for election to the council:
Lorraine Broun (Lot 47), Alex Jones (Lot 52), Peter Boyle (Lot 83), Genevieve Broun (Lot 106), Morag Williams (Lot 120), Gary Thomas (Lot 155), Cassandra Gallagher (Lot 167), Shirley Pang (Lot 180)
3. A ballot was held for the election of the council with the following lot owners declared elected:
Lorraine Broun (Lot 47), Alex Jones (Lot 52), Genevieve Broun (Lot 106), Morag Williams (Lot 120), Gary Thomas (Lot 155), Cassandra Gallagher (Lot 167), Shirley Pang (Lot 180)
4. Appointment of Office Bearers – Chairperson, Secretary & Treasurer
To be confirmed at next Council meeting.
5. Appointment of "Invoice Approvers" for authorising payment of non-routine invoices
To be confirmed at next Council meeting

Motion CARRIED.

VOTES Yes: 47 No: 0 Abs: 0 Inv: 1

Mover: Morag Williams, Seconder: Alex Jones

Invalid Vote Reasons

1 invalid vote (non-financial)

7. Insurance Obligations of the Strata Company

Motions under notice:

That by Ordinary Resolution -

1. The Strata Company acknowledge receipt of the insurance certificates, insurance requirements and important information attached to the notice of meeting, detailing a general advice warning and disclosure relating to John Dethridge Strata Services' arrangement with the insurer.
2. The Strata Company resolve to review the replacement value by utilising the services of a valuer/ quantity surveyor to assess the current replacement value of improvements. *Note - the last valuation was carried out in 2022 and came in at \$105,521,790.00.*
3. The Strata Company resolve to renew the policy of insurance at the replacement value as indexed by the insurer or in line with a recent valuation, taking into consideration the date of the valuation and subsequent inflationary factors.

Motion CARRIED.

VOTES

Yes: 47

No: 0

Abs: 0

Inv: 1

Mover: Alex Jones, Seconder: Lorraine Broun

Invalid Vote Reasons

1 invalid vote (non-financial)

8. Proposed Budget and Levy Contributions

8.1. Consideration of Budget of Estimated Expenditure

Motion under notice:

That by Ordinary Resolution -

1. The budget of estimated expenditure totalling \$1,040,250.00 for the Administrative Fund and \$922,500.00 for the Reserve Fund, as attached to the notice of meeting, be adopted as the budget of the Strata Company for the financial year ending 31st of January 2026.
2. The same expenditure limits shall apply for the following financial year ending 31st of January 2027 until resolved at the next general meeting of the strata company.

**If the strata company is registered for GST, the budget of expenditure items, as listed, are GST exclusive*

Motion CARRIED.

VOTES

Yes: 45

No: 1

Abs: 1

Inv: 1

Mover: Alex Jones, Seconder: Peter Boyle

Notes

Lot 163 against

Lot 106 abstained

Invalid Vote Reasons

1 invalid vote (non-financial)

8.2. Determination of Levy Contributions for the Administrative Fund

Motion under notice:

That by Ordinary Resolution -

1. The strata company resolve that the levy contributions on proprietors for the Administrative Fund be payable in advance, by quarterly instalments, due and payable in the amounts and on the first day of the month as shown below:

Levy Status	Per Lot Entitlement	Period From	Period To	Admin Fund	Due
Already Issued	\$22.49	01 Feb 2025	30 Apr 2025	\$224,900.00	01 Feb 2025
To be Issued	\$25.84	01 May 2025	31 Jul 2025	\$258,400.00	01 May 2025
To be Issued	\$25.84	01 Aug 2025	31 Oct 2025	\$258,400.00	01 Aug 2025
To be Issued	\$25.84	01 Nov 2025	31 Jan 2026	\$258,400.00	01 Nov 2025
Total	\$100.01	01 Feb 2025	31 Jan 2026	\$1,000,100.00	

2. The levy contributions will continue on a quarterly basis from 31st of January 2026 at the rate of \$25.84 per unit entitlement, to raise \$25,840.00 per subsequent quarter, until otherwise determined by the strata company in general meeting.

**If the strata company is registered for GST, the levy contributions as listed are inclusive of GST.*

Motion CARRIED.

VOTES

Yes: 45 No: 1 Abs: 1 Inv: 1

Mover: Alex Jones, Seconder: Ian Brown

Notes

Lot 163 against

Lot 106 abstained

Invalid Vote Reasons

1 invalid vote (non-financial)

8.3. Determination of Levy Contributions for the Reserve Fund

Motion under notice:

That by Ordinary Resolution -

1. The strata company resolve that the levy contributions on proprietors for the Reserve Fund be payable in advance, inclusive of GST, by quarterly instalments, due and payable in the amounts and on the first day of the month as shown below:

Levy Status	Per Lot Entitlement	Period From	Period To	Reserve Fund	Due
Already Issued	\$4.29	01 Feb 2025	30 Apr 2025	\$42,900.00	01 Feb 2025
To be Issued	\$5.24	01 May 2025	31 Jul 2025	\$52,400.00	01 May 2025
To be Issued	\$5.24	01 Aug 2025	31 Oct 2025	\$52,400.00	01 Aug 2025
To be Issued	\$5.24	01 Nov 2025	31 Jan 2026	\$52,400.00	01 Nov 2025
Total	\$20.01	01 Feb 2025	31 Jan 2026	\$200,100.00	

2. The levy contributions for the Reserve Fund will continue on a quarterly basis from 31st of January 2026 at the rate of \$5.24 per unit entitlement, to raise \$52,400.00 per subsequent quarter, until otherwise determined by the strata company in general meeting.

**If the strata company is registered for GST, the levy contributions as listed are inclusive of GST.*

Motion CARRIED.

VOTES

Yes: 45 No: 1 Abs: 1 Inv: 1

Mover: Ian Brown, Seconder: Alex Jones

Notes

Lot 163 against

Lot 106 abstained

Invalid Vote Reasons

1 invalid vote (non-financial)

8.4. Determination of Special Levy Contributions for the Reserve Fund

Motion under notice:

That by Ordinary Resolution, **special purpose levy** contributions on proprietors for the Reserve Fund be payable in advance, inclusive of GST, by quarterly instalments, due and payable in the amounts and on the first day of the month as shown below:

Levy Status	Per Lot Entitlement	Period From	Period To	Admin Fund	Due
To be Issued	\$20.00	1 June 2025	30 June 2025	\$200,000.00	1 June 2025
To be Issued	\$20.00	1 Sept 2025	30 Sept 2025	\$200,000.00	1 Sept 2025
Total	\$40.00			\$400,000.00	

**If the strata company is registered for GST, the levy contributions as listed are inclusive of GST.*

Motion CARRIED.

VOTES

Yes: 44 No: 2 Abs: 1 Inv: 1

Mover: Ian Brown, Second: Lorraine Margaret Broun

Notes

Lot 163 and 164 against

Lot 106 abstained

Invalid Vote Reasons

1 invalid vote (non-financial)

9. Execution of Documents & Use of Common Seal

Motion under notice:

That by Ordinary Resolution, the Council and/or the Strata Manager on instruction by the Council, be authorised pursuant to Section 118 of the Strata Titles Act 1985 to;

1. Enter into and, if required to, execute contracts, agreements, commitments, undertakings or other legally binding arrangements, which are either desirable or necessary for the achievement of the strata company's objectives and the performance of the functions of the strata company; and,
2. If the strata company has a common seal, and when desirable or necessary to do so, to use the common seal which must be attested to by the signatures of two members of the Council of the strata company.

Motion CARRIED.

VOTES

Yes: 47

No: 0

Abs: 0

Inv: 1

Mover: Sandy Boyle, Second: Gerald Pang

Invalid Vote Reasons

1 invalid vote (non-financial)

10. Motion 1 Requested by Lot 163

Motion:

The Owners of Heirloom approve 189 sub-metres to be invoiced at the current charges that have been applied by the Strata Company Council of Owners.

Motion DEFEATED.

VOTES

Yes: 1

No: 46

Abs: 0

Inv: 1

Mover: Annette Fennell, Second: Peter Boyle

Invalid Vote Reasons

1 invalid vote (non-financial)

11. Motion 2 Requested by Lot 163

Motion:

The owners of Heirloom approve the Strata Company to enforce all by-laws as is their statutory obligation under S112 of the Strata Titles Act.

Motion DEFEATED.

No second.

Mover: Annette Fennell

Invalid Vote Reasons

1 invalid vote (non-financial)

12. Matters Without Notice for Discussion and Referral to the Council:

- Next fire door inspection date to be confirmed with Xtreme Fire. Unit 163 believes that their door has not been tested/tagged in the last 12 months despite recent inspections carried out. The Strata Manager confirmed that the strata company is awaiting quotes for installation of additional emergency exit signage.
- Vehicle Gate – the meeting noted that recent occurrences of damage to the gate was caused by people trying to break in/ out. Council of Owners agreed to consider proactive measures.
- Owners are encouraged to use pedestrian lobby doors instead of the vehicle gate when entering/exiting on foot. Residents should wait for the gates to close before driving off.
- Residents not to store personal items in cars or around the car park which are not secured as this is likely to attract unwanted visitors.
- Council of Owners to consider installation of a pedestrian gate next to the existing vehicle gate.
- Unit 176 noted that the water-stained ceiling and malfunctioning exhaust fan in the unit has not been fixed yet. Strata Manager to follow up repairs.
- Intercom – intercom panel replaced but some owners still reporting issues. The handsets in the units may be the issue – Strata Manager to collate list of apartments experiencing issues and arrange callout with Techwest.
- Owners to contact Lorraine Broun should they wish to participate in group hot water system and/or air conditioner servicing (Lorraine to seek quotes).

The meeting closed at 7:58 PM.

Approved Budget 1 February 2025 - 31 January 2026

The Owners of Heirloom
Strata Scheme 63644

Administrative Fund	Proposed budget
Revenue (excl. GST)	
Levies Due--Admin	\$ 909,090.91
Recovery--Electricity Sub Meters	\$ 186,000.00
Recovery--Remotes & Keys	\$ 10,000.00
<i>Total revenue</i>	<i>\$ 1,105,090.91</i>
Less expenses (excl.GST)	
Administration	
Admin--Management Fees--Standard	\$ 27,000.00
Admin--Agent Disburst--Meeting Fees	\$ 5,000.00
Admin--Agent Disburst--Preparation	\$ 15,000.00
Admin--Agent Disburst--Email Correspondence	\$ 14,000.00
Admin--Agent Disburst--Telephone Calls	\$ 5,000.00
Admin--Agent Disburst--Maintenance Orders	\$ 10,000.00
Admin--Agent Disburst--Travel	\$ 500.00
Admin--Agent Disburst--Photocopying	\$ 150.00
Admin--Agent Disburst--Postage&Petties	\$ 1,500.00
Professional Fees	
Admin--Accountant Fees	\$ 1,000.00
Admin--Debt Collection	\$ 1,000.00
Admin--Legal Fees	\$ 5,000.00
Admin--Legal Fees--Defects	\$ 30,000.00
Admin--Defects--Consultants & Other Expenses	\$ 30,000.00
Admin--Building/Facilities Manager	\$ 56,000.00
Admin--Income Tax--Admin	\$ 2,500.00
Admin--Meeting Room Expenses	\$ 600.00
Maint Bldg--10 Year Maintenance Plan Update	\$ 10,000.00
Utilities	
Utility--Electricity	\$ 225,000.00
Utility--Electricity Meter Reading	\$ 12,000.00
Utility--Water	\$ 38,000.00
Insurance	
Insurance--Premiums	\$ 160,000.00
Insurance--Excesses	\$ 5,000.00
Insurance--Valuation	\$ 2,500.00
Building	
Maint Bldg--General Maintenance	\$ 35,000.00
Maint Bldg--Cleaning Common Area	\$ 115,000.00
Maint Bldg--Cleaning--Windows/Glass	\$ 30,000.00
Maint Bldg--Contingency	\$ 10,000.00
Maint Bldg--Roof	\$ 5,000.00
Maint Bldg--Fire Protection	\$ 40,000.00
Maint Bldg--Pest/Vermin Control	\$ 11,000.00

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The Owners of Heirloom
Strata Scheme 63644

Maint Bldg--Lift--Maintenance Contract	\$ 27,000.00
Maint Bldg--Lift--Servicing/Repair	\$ 6,500.00
Maint Bldg--Plumbing & Drainage	\$ 15,000.00
Maint Bldg--Security Gate Servicing	\$ 4,500.00
Maint Bldg--Security Surveillance Equipment	\$ 4,000.00
Maint Bldg--Security Remotes & Keys	\$ 5,000.00
Maint Bldg--Security Remotes & Keys (RCBL)	\$ 10,000.00
Maint Bldg--Exhaust/Ventilation Systems	\$ 30,000.00
Maint Bldg--Electrical	\$ 30,000.00
Grounds/Landscaping	
Maint Grounds--Lawns & Gardening	\$ 2,500.00
Maint Grounds--Irrigation Systems	\$ 3,000.00
Total expenses (excl. GST)	\$ 1,040,250.00
Surplus/Deficit	\$ 64,840.91

Reserve Fund	Proposed budget
Revenue (excl. GST)	
Levies Due--Sinking	\$ 181,818.18
Levies Due (Special)--Sinking	\$ 363,636.36
Recovery--Building Defects Settlement (Pending)	\$ 87,000.00
Bank Interest	\$ 15,000.00
<i>Total revenue</i>	<i>\$ 647,454.55</i>
Less expenses (excl. GST)	
Maint Bldg--10 Year Plan Maintenance	
<i>Maint Bldg--Remedial Works--Atrium Beams (Stage 1)</i>	<i>\$ 300,000.00</i>
<i>Maint Bldg--Remedial Works--Windows Units 165,168,169,172,147</i>	<i>\$ 112,000.00</i>
<i>Maint Bldg--Remedial Works--Downpipes & Rain Heads</i>	<i>\$ 10,000.00</i>
<i>Maint Bldg--Remedial Works--Brickwork & Flooring Units 101 & 121</i>	<i>\$ 27,000.00</i>
<i>Maint Bldg--Remedial Works--Brickwork & Seal Wall Unit 147</i>	<i>\$ 17,000.00</i>
<i>Maint Bldg--Remedial Works--Brickwork & Flashing Unit 102</i>	<i>\$ 20,000.00</i>
<i>Maint Bldg--Remedial Works--Steel Beams Units 92, 93 & 155</i>	<i>\$ 110,000.00</i>
<i>Maint Bldg--Remedial Works--Tiling & Waterproofing--Lift Terraces</i>	<i>\$ 60,000.00</i>
<i>Maint Bldg--Remedial Works--Flashing Northern Wall</i>	<i>\$ 20,000.00</i>
<i>Maint Bldg--Remedial Works--Stairwells</i>	<i>\$ 30,000.00</i>
<i>Maint Bldg--Install Emergency Exit Signage</i>	<i>\$ 12,000.00</i>
<i>Maint Bldg--Fire Protection--Fire Door Seals</i>	<i>\$ 23,500.00</i>
<i>Maint Bldg--Fire Protection--Other (VESDA)</i>	<i>\$ 10,000.00</i>
<i>Maint Bldg--Walls--Mortar Repairs</i>	<i>\$ 25,000.00</i>
<i>Maint Bldg--Painting</i>	<i>\$ 15,000.00</i>
<i>Maint Bldg--Planter Boxes</i>	<i>\$ 60,000.00</i>

Approved Budget

1 February 2025 - 31 January 2026

The Owners of Heirloom
Strata Scheme 63644

<i>Maint Bldg--Alternate Accommodation Expenses</i>	\$ 21,000.00
<i>Maint Bldg--Contingency</i>	\$ 50,000.00
<i>Total expenses (excl. GST)</i>	\$ 922,500.00
Surplus/Deficit	<u>-\$ 275,045.45</u>

Approved Budget 1 February 2025 - 31 January 2026

The Owners of Heirloom
Strata Scheme 63644

Administrative Fund - Levy Contributions

Net owners funds	31/01/2025	\$	87,931.55	\$	87,931.55
Proposed Income (incl. GST)		\$	1,000,000.00	\$	1,087,931.55
Recovery--Electricity Sub Meters (incl. GST)		\$	204,600.00	\$	1,292,531.55
Recovery--Other (incl. GST)		\$	11,000.00	\$	1,303,531.55

Less

Anticipated Expenditure (incl. GST)		\$	1,144,275.00	\$	1,144,275.00
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ANTICIPATED BALANCE AS AT	31/01/2026			\$	159,256.55
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Note: unpaid levy contributions

\$

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Aggregate of u/e

10,000

Strata Levies per unit entitlement per annum	\$	100.00
Strata Levies per unit entitlement per quarter (if equal)	\$	25.00

Levy per Quarter - Admin Fund \$/UE

01/02/25 - 30/04/25	\$	22.49	already raised
01/05/25 - 31/07/25	\$	25.84	
01/08/25 - 31/10/25	\$	25.84	
01/11/25 - 31/01/26	\$	25.84	
Total	\$	100.00	
Subsequent Periods	\$	25.84	

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The Owners of Heirloom
Strata Scheme 63644

Reserve Fund - Levy Contributions

Net owners funds	31/01/2025	\$	811,759.29	\$	811,759.29
Proposed Income - Regular Reserve Levy (incl. GST)		\$	200,000.00	\$	1,011,759.29
Proposed Income - Special Levy (incl. GST)		\$	400,000.00	\$	1,411,759.29
Recovery--Building Defects Settlement (Pending)		\$	87,000.00	\$	1,498,759.29
Bank Interest		\$	15,000.00	\$	1,513,759.29

Less

Anticipated Expenditure (incl. GST)		\$	1,014,750.00	\$	1,014,750.00
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ANTICIPATED BALANCE AS AT	31/01/2026			\$	499,009.29
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Note: unpaid levy contributions				\$	-
			Aggregate of u/e		10,000

Strata Levies per unit entitlement per annum	\$	20.00
Strata Levies per unit entitlement per quarter (if equal)	\$	5.00

Levy Per Quarter - Reserve Fund	\$/UE	
01/02/25 - 30/04/25	\$ 4.29	already raised
01/05/25 - 31/07/25	\$ 5.24	
01/08/25 - 31/10/25	\$ 5.24	
01/11/25 - 31/01/26	\$ 5.24	
Total	\$ 20.00	
Subsequent Periods	\$ 5.24	

Special Project Levies - Reserve Fund	\$/UE
01/06/25 - 30/06/25	\$ 20.00
01/09/25 - 30/09/25	\$ 20.00

The Owners of Heirloom Strata Scheme 63644

Levy Contributions per Lot as per Approved Budget

Unit entitlement													TOTAL IN FINANCIAL															
	Q1				Q2				Special Project Levy (1 of 2)				Q3				Special Project Levy (2 of 2)				Q4				YEAR PER LOT		Q5	
	01/02/25 to 30/04/25				01/05/25-31/07/25				01/06/25-30/06/25				01/05/24-31/10/25				01/09/25-30/06/25				01/11/25-31/01/26				01/02/25-31/01/26		Subsequent Periods	
	Admin	Reserve			Admin	Reserve			Admin	Reserve			Admin	Reserve			Admin	Reserve			Admin	Reserve			Admin	Reserve		
1	39	\$	877.11	\$	167.39	\$	1,007.63	\$	204.20	\$	780.00	\$	1,007.63	\$	204.20	\$	780.00	\$	1,007.63	\$	204.20	\$	6,240.00	\$	1,007.63	\$	204.20	
2	39	\$	877.11	\$	167.39	\$	1,007.63	\$	204.20	\$	780.00	\$	1,007.63	\$	204.20	\$	780.00	\$	1,007.63	\$	204.20	\$	6,240.00	\$	1,007.63	\$	204.20	
3	39	\$	877.11	\$	167.39	\$	1,007.63	\$	204.20	\$	780.00	\$	1,007.63	\$	204.20	\$	780.00	\$	1,007.63	\$	204.20	\$	6,240.00	\$	1,007.63	\$	204.20	
4	39	\$	877.11	\$	167.39	\$	1,007.63	\$	204.20	\$	780.00	\$	1,007.63	\$	204.20	\$	780.00	\$	1,007.63	\$	204.20	\$	6,240.00	\$	1,007.63	\$	204.20	
5	39	\$	877.11	\$	167.39	\$	1,007.63	\$	204.20	\$	780.00	\$	1,007.63	\$	204.20	\$	780.00	\$	1,007.63	\$	204.20	\$	6,240.00	\$	1,007.63	\$	204.20	
6	39	\$	877.11	\$	167.39	\$	1,007.63	\$	204.20	\$	780.00	\$	1,007.63	\$	204.20	\$	780.00	\$	1,007.63	\$	204.20	\$	6,240.00	\$	1,007.63	\$	204.20	
7	39	\$	877.11	\$	167.39	\$	1,007.63	\$	204.20	\$	780.00	\$	1,007.63	\$	204.20	\$	780.00	\$	1,007.63	\$	204.20	\$	6,240.00	\$	1,007.63	\$	204.20	
8	39	\$	877.11	\$	167.39	\$	1,007.63	\$	204.20	\$	780.00	\$	1,007.63	\$	204.20	\$	780.00	\$	1,007.63	\$	204.20	\$	6,240.00	\$	1,007.63	\$	204.20	
9	39	\$	877.11	\$	167.39	\$	1,007.63	\$	204.20	\$	780.00	\$	1,007.63	\$	204.20	\$	780.00	\$	1,007.63	\$	204.20	\$	6,240.00	\$	1,007.63	\$	204.20	
10	36	\$	809.64	\$	154.51	\$	930.12	\$	188.50	\$	720.00	\$	930.12	\$	188.50	\$	720.00	\$	930.12	\$	188.50	\$	5,760.00	\$	930.12	\$	188.50	
11	48	\$	1,079.52	\$	206.02	\$	1,240.16	\$	251.33	\$	960.00	\$	1,240.16	\$	251.33	\$	960.00	\$	1,240.16	\$	251.33	\$	7,680.00	\$	1,240.16	\$	251.33	
12	43	\$	967.07	\$	184.56	\$	1,110.98	\$	225.15	\$	860.00	\$	1,110.98	\$	225.15	\$	860.00	\$	1,110.98	\$	225.15	\$	6,880.00	\$	1,110.98	\$	225.15	
13	48	\$	1,079.52	\$	206.02	\$	1,240.16	\$	251.33	\$	960.00	\$	1,240.16	\$	251.33	\$	960.00	\$	1,240.16	\$	251.33	\$	7,680.00	\$	1,240.16	\$	251.33	
14	52	\$	1,169.48	\$	223.18	\$	1,343.51	\$	272.27	\$	1,040.00	\$	1,343.51	\$	272.27	\$	1,040.00	\$	1,343.51	\$	272.27	\$	8,320.00	\$	1,343.51	\$	272.27	
15	52	\$	1,169.48	\$	223.18	\$	1,343.51	\$	272.27	\$	1,040.00	\$	1,343.51	\$	272.27	\$	1,040.00	\$	1,343.51	\$	272.27	\$	8,320.00	\$	1,343.51	\$	272.27	
16	52	\$	1,169.48	\$	223.18	\$	1,343.51	\$	272.27	\$	1,040.00	\$	1,343.51	\$	272.27	\$	1,040.00	\$	1,343.51	\$	272.27	\$	8,320.00	\$	1,343.51	\$	272.27	
17	52	\$	1,169.48	\$	223.18	\$	1,343.51	\$	272.27	\$	1,040.00	\$	1,343.51	\$	272.27	\$	1,040.00	\$	1,343.51	\$	272.27	\$	8,320.00	\$	1,343.51	\$	272.27	
18	52	\$	1,169.48	\$	223.18	\$	1,343.51	\$	272.27	\$	1,040.00	\$	1,343.51	\$	272.27	\$	1,040.00	\$	1,343.51	\$	272.27	\$	8,320.00	\$	1,343.51	\$	272.27	
19	52	\$	1,169.48	\$	223.18	\$	1,343.51	\$	272.27	\$	1,040.00	\$	1,343.51	\$	272.27	\$	1,040.00	\$	1,343.51	\$	272.27	\$	8,320.00	\$	1,343.51	\$	272.27	
20	52	\$	1,169.48	\$	223.18	\$	1,343.51	\$	272.27	\$	1,040.00	\$	1,343.51	\$	272.27	\$	1,040.00	\$	1,343.51	\$	272.27	\$	8,320.00	\$	1,343.51	\$	272.27	
21	45	\$	1,012.05	\$	193.14	\$	1,162.65	\$	235.62	\$	900.00	\$	1,162.65	\$	235.62	\$	900.00	\$	1,162.65	\$	235.62	\$	7,200.00	\$	1,162.65	\$	235.62	
22	39	\$	877.11	\$	167.39	\$	1,007.63	\$	204.20	\$	780.00	\$	1,007.63	\$	204.20	\$	780.00	\$	1,007.63	\$	204.20	\$	6,240.00	\$	1,007.63	\$	204.20	
23	39	\$	877.11	\$	167.39	\$	1,007.63	\$	204.20	\$	780.00	\$	1,007.63	\$	204.20	\$	780.00	\$	1,007.63	\$	204.20	\$	6,240.00	\$	1,007.63	\$	204.20	
24	39	\$	877.11	\$	167.39	\$	1,007.63	\$	204.20	\$	780.00	\$	1,007.63	\$	204.20	\$	780.00	\$	1,007.63	\$	204.20	\$	6,240.00	\$	1,007.63	\$	204.20	
25	39	\$	877.11	\$	167.39	\$	1,007.63	\$	204.20	\$	780.00	\$	1,007.63	\$	204.20	\$	780.00	\$	1,007.63	\$	204.20	\$	6,240.00	\$	1,007.63	\$	204.20	
26	39	\$	877.11	\$	167.39	\$	1,007.63	\$	204.20	\$	780.00	\$	1,007.63	\$	204.20	\$	780.00	\$	1,007.63	\$	204.20	\$	6,240.00	\$	1,007.63	\$	204.20	
27	39	\$	877.11	\$	167.39	\$	1,007.63	\$	204.20	\$	780.00	\$	1,007.63	\$	204.20	\$	780.00	\$	1,007.63	\$	204.20	\$	6,240.00	\$	1,007.63	\$	204.20	
28	39	\$	877.11	\$	167.39	\$	1,007.63	\$	204.20	\$	780.00	\$	1,007.63	\$	204.20	\$	780.00	\$	1,007.63	\$	204.20	\$	6,240.00	\$	1,007.63	\$	204.20	
29	39	\$	877.11	\$	167.39	\$	1,007.63	\$	204.20	\$	780.00	\$	1,007.63	\$	204.20	\$	780.00	\$	1,007.63	\$	204.20	\$	6,240.00	\$	1,007.63	\$	204.20	
30	39	\$	877.11	\$	167.39	\$	1,007.63	\$	204.20	\$	780.00	\$	1,007.63	\$	204.20	\$	780.00	\$	1,007.63	\$	204.20	\$	6,240.00	\$	1,007.63	\$	204.20	
31	38	\$	854.62	\$	163.10	\$	981.79	\$	198.97	\$	760.00	\$	981.79	\$	198.97	\$	760.00	\$	981.79	\$	198.97	\$	6,080.00	\$	981.79	\$	198.97	
32	55	\$	1,236.95	\$	236.06	\$	1,421.02	\$	287.98	\$	1,100.00	\$	1,421.02	\$	287.98	\$	1,100.00	\$	1,421.02	\$	287.98	\$	8,800.00	\$	1,421.02	\$	287.98	
33	55	\$	1,236.95	\$	236.06	\$	1,421.02	\$	287.98	\$	1,100.00	\$	1,421.02	\$	287.98	\$	1,100.00	\$	1,421.02	\$	287.98	\$	8,800.00	\$	1,421.02	\$	287.98	
34	55	\$	1,236.95	\$	236.06	\$	1,421.02	\$	287.98	\$	1,100.00	\$	1,421.02	\$	287.98	\$	1,100.00	\$	1,421.02	\$	287.98	\$	8,800.00	\$	1,421.02	\$	287.98	
35	55	\$	1,236.95	\$	236.06	\$	1,421.02	\$	287.98	\$	1,100.00	\$	1,421.02	\$	287.98	\$	1,100.00	\$	1,421.02	\$	287.98	\$	8,800.00	\$	1,421.02	\$	287.98	
36	55	\$	1,236.95	\$	236.06	\$	1,421.02	\$	287.98	\$	1,100.00	\$	1,421.02	\$	287.98	\$	1,100.00	\$	1,421.02	\$	287.98	\$	8,800.00	\$	1,421.02	\$	287.98	
37	55	\$	1,236.95	\$	236.06	\$	1,421.02	\$	287.98	\$	1,100.00	\$	1,421.02	\$	287.98	\$	1,100.00	\$	1,421.02	\$	287.98	\$	8,800.00	\$	1,421.02	\$	287.98	
38	55	\$	1,236.95	\$	236.06	\$	1,421.02	\$	287.98	\$	1,100.00	\$	1,421.02	\$	287.98	\$	1,100.00	\$	1,421.02	\$	287.98	\$	8,800.00	\$	1,421.02	\$	287.98	
39	55	\$	1,236.95	\$	236.06	\$	1,421.02	\$	287.98	\$	1,100.00	\$	1,421.02	\$	287.98	\$	1,100.00	\$	1,421.02	\$	287.98	\$	8,800.00	\$	1,421.02	\$	287.98	
40	55	\$	1,236.95	\$	236.06	\$	1,421.02	\$	287.98	\$	1,100.00	\$	1,421.02	\$	287.98	\$	1,100.00	\$	1,421.02	\$	287.98	\$	8,800.00	\$	1,421.02	\$	287.98	
41	55	\$	1,236.95	\$	236.06	\$	1,421.02	\$	287.98	\$	1,100.00	\$	1,421.02	\$	287.98	\$	1,100.00	\$	1,421.02	\$	287.98	\$	8,800.00	\$	1,421.02	\$	287.98	
42	55	\$	1,236.95	\$	236.06	\$	1,421.02	\$	287.98	\$	1,100.00	\$	1,421.02	\$	287.98	\$	1,100.00	\$	1,421.02	\$	287.98	\$	8,800.00	\$	1,421.02	\$	287.98	
43	66	\$	1,484.34	\$	283.27	\$	1,705.22	\$	345.58	\$	1,320.00	\$	1,705.22	\$	345.58	\$	1,320.00	\$	1,705.22	\$	345.58	\$	10,560					

76	40	S	899.60	\$	171.68	\$	1,033.47	\$	209.44			\$	800.00	\$	1,033.47	\$	209.44			\$	800.00	\$	1,033.47	\$	209.44			\$	800.00	\$	1,033.47	\$	209.44			\$	6,400.00	\$	1,033.47	\$	209.44
77	39	S	877.11	\$	167.39	\$	1,007.63	\$	204.20			\$	780.00	\$	1,007.63	\$	204.20			\$	780.00	\$	1,007.63	\$	204.20			\$	780.00	\$	1,007.63	\$	204.20			\$	6,240.00	\$	1,007.63	\$	204.20
78	40	S	899.60	\$	171.68	\$	1,033.47	\$	209.44			\$	800.00	\$	1,033.47	\$	209.44			\$	800.00	\$	1,033.47	\$	209.44			\$	800.00	\$	1,033.47	\$	209.44			\$	6,400.00	\$	1,033.47	\$	209.44
79	40	S	899.60	\$	171.68	\$	1,033.47	\$	209.44			\$	800.00	\$	1,033.47	\$	209.44			\$	800.00	\$	1,033.47	\$	209.44			\$	800.00	\$	1,033.47	\$	209.44			\$	6,400.00	\$	1,033.47	\$	209.44
80	40	S	899.60	\$	171.68	\$	1,033.47	\$	209.44			\$	800.00	\$	1,033.47	\$	209.44			\$	800.00	\$	1,033.47	\$	209.44			\$	800.00	\$	1,033.47	\$	209.44			\$	6,400.00	\$	1,033.47	\$	209.44
81	40	S	899.60	\$	171.68	\$	1,033.47	\$	209.44			\$	800.00	\$	1,033.47	\$	209.44			\$	800.00	\$	1,033.47	\$	209.44			\$	800.00	\$	1,033.47	\$	209.44			\$	6,400.00	\$	1,033.47	\$	209.44
82	40	S	899.60	\$	171.68	\$	1,033.47	\$	209.44			\$	800.00	\$	1,033.47	\$	209.44			\$	800.00	\$	1,033.47	\$	209.44			\$	800.00	\$	1,033.47	\$	209.44			\$	6,400.00	\$	1,033.47	\$	209.44
83	51	S	1,146.99	\$	218.89	\$	1,317.67	\$	267.04			\$	1,020.00	\$	1,317.67	\$	267.04			\$	1,020.00	\$	1,317.67	\$	267.04			\$	1,020.00	\$	1,317.67	\$	267.04			\$	8,160.00	\$	1,317.67	\$	267.04
84	40	S	899.60	\$	171.68	\$	1,033.47	\$	209.44			\$	800.00	\$	1,033.47	\$	209.44			\$	800.00	\$	1,033.47	\$	209.44			\$	800.00	\$	1,033.47	\$	209.44			\$	6,400.00	\$	1,033.47	\$	209.44
85	40	S	899.60	\$	171.68	\$	1,033.47	\$	209.44			\$	800.00	\$	1,033.47	\$	209.44			\$	800.00	\$	1,033.47	\$	209.44			\$	800.00	\$	1,033.47	\$	209.44			\$	6,400.00	\$	1,033.47	\$	209.44
86	40	S	899.60	\$	171.68	\$	1,033.47	\$	209.44			\$	800.00	\$	1,033.47	\$	209.44			\$	800.00	\$	1,033.47	\$	209.44			\$	800.00	\$	1,033.47	\$	209.44			\$	6,400.00	\$	1,033.47	\$	209.44
87	40	S	899.60	\$	171.68	\$	1,033.47	\$	209.44			\$	800.00	\$	1,033.47	\$	209.44			\$	800.00	\$	1,033.47	\$	209.44			\$	800.00	\$	1,033.47	\$	209.44			\$	6,400.00	\$	1,033.47	\$	209.44
88	40	S	899.60	\$	171.68	\$	1,033.47	\$	209.44			\$	800.00	\$	1,033.47	\$	209.44			\$	800.00	\$	1,033.47	\$	209.44			\$	800.00	\$	1,033.47	\$	209.44			\$	6,400.00	\$	1,033.47	\$	209.44
89	40	S	899.60	\$	171.68	\$	1,033.47	\$	209.44			\$	800.00	\$	1,033.47	\$	209.44			\$	800.00	\$	1,033.47	\$	209.44			\$	800.00	\$	1,033.47	\$	209.44			\$	6,400.00	\$	1,033.47	\$	209.44
90	40	S	899.60	\$	171.68	\$	1,033.47	\$	209.44			\$	800.00	\$	1,033.47	\$	209.44			\$	800.00	\$	1,033.47	\$	209.44			\$	800.00	\$	1,033.47	\$	209.44			\$	6,400.00	\$	1,033.47	\$	209.44
91	40	S	899.60	\$	171.68	\$	1,033.47	\$	209.44			\$	800.00	\$	1,033.47	\$	209.44			\$	800.00	\$	1,033.47	\$	209.44			\$	800.00	\$	1,033.47	\$	209.44			\$	6,400.00	\$	1,033.47	\$	209.44
92	39	S	877.11	\$	167.39	\$	1,007.63	\$	204.20			\$	780.00	\$	1,007.63	\$	204.20			\$	780.00	\$	1,007.63	\$	204.20			\$	780.00	\$	1,007.63	\$	204.20			\$	6,240.00	\$	1,007.63	\$	204.20
93	39	S	877.11	\$	167.39	\$	1,007.63	\$	204.20			\$	780.00	\$	1,007.63	\$	204.20			\$	780.00	\$	1,007.63	\$	204.20			\$	780.00	\$	1,007.63	\$	204.20			\$	6,240.00	\$	1,007.63	\$	204.20
94	40	S	899.60	\$	171.68	\$	1,033.47	\$	209.44			\$	800.00	\$	1,033.47	\$	209.44			\$	800.00	\$	1,033.47	\$	209.44			\$	800.00	\$	1,033.47	\$	209.44			\$	6,400.00	\$	1,033.47	\$	209.44
95	39	S	877.11	\$	167.39	\$	1,007.63	\$	204.20			\$	780.00	\$	1,007.63	\$	204.20			\$	780.00	\$	1,007.63	\$	204.20			\$	780.00	\$	1,007.63	\$	204.20			\$	6,240.00	\$	1,007.63	\$	204.20
96	40	S	899.60	\$	171.68	\$	1,033.47	\$	209.44			\$	800.00	\$	1,033.47	\$	209.44			\$	800.00	\$	1,033.47	\$	209.44			\$	800.00	\$	1,033.47	\$	209.44			\$	6,400.00	\$	1,033.47	\$	209.44
97	40	S	899.60	\$	171.68	\$	1,033.47	\$	209.44			\$	800.00	\$	1,033.47	\$	209.44			\$	800.00	\$	1,033.47	\$	209.44			\$	800.00	\$	1,033.47	\$	209.44			\$	6,400.00	\$	1,033.47	\$	209.44
98	40	S	899.60	\$	171.68	\$	1,033.47	\$	209.44			\$	800.00	\$	1,033.47	\$	209.44			\$	800.00	\$	1,033.47	\$	209.44			\$	800.00	\$	1,033.47	\$	209.44			\$	6,400.00	\$	1,033.47	\$	209.44
99	40	S	899.60	\$	171.68	\$	1,033.47	\$	209.44			\$	800.00	\$	1,033.47	\$	209.44			\$	800.00	\$	1,033.47	\$	209.44			\$	800.00	\$	1,033.47	\$	209.44			\$	6,400.00	\$	1,033.47	\$	209.44
100	40	S	899.60	\$	171.68	\$	1,033.47	\$	209.44			\$	800.00	\$	1,033.47	\$	209.44			\$	800.00	\$	1,033.47	\$	209.44			\$	800.00	\$	1,033.47	\$	209.44			\$	6,400.00	\$	1,033.47	\$	209.44
101	52	S	1,169.48	\$	223.18	\$	1,343.51	\$	272.72			\$	1,040.00	\$	1,343.51	\$	272.72			\$	1,040.00	\$	1,343.51	\$	272.72			\$	1,040.00	\$	1,343.51	\$	272.72			\$	8,320.00	\$	1,343.51	\$	272.72
102	40	S	899.60	\$	171.68	\$	1,033.47	\$	209.44			\$	800.00	\$	1,033.47	\$	209.44			\$	800.00	\$	1,033.47	\$	209.44			\$	800.00	\$	1,033.47	\$	209.44			\$	6,400.00	\$	1,033.47	\$	209.44
103	55	S	1,236.95	\$	236.06	\$	1,421.02	\$	287.98			\$	1,100.00	\$	1,421.02	\$	287.98			\$	1,100.00	\$	1,421.02	\$	287.98			\$	1,100.00	\$	1,421.02	\$	287.98			\$	8,800.00	\$	1,421.02	\$	287.98
104	55	S	1,236.95	\$	236.06	\$	1,421.02	\$	287.98			\$	1,100.00	\$	1,421.02	\$	287.98			\$	1,100.00	\$	1,421.02	\$	287.98			\$	1,100.00	\$	1,421.02	\$	287.98			\$	8,800.00	\$	1,421.02	\$	287.98
105	55	S	1,236.95	\$	236.06	\$	1,421.02	\$	287.98			\$	1,100.00	\$	1,421.02	\$	287.98			\$	1,100.00	\$	1,421.02	\$	287.98			\$	1,100.00	\$	1,421.02	\$	287.98			\$	8,800.00	\$	1,421.02	\$	287.98
106	55	S	1,236.95	\$	236.06	\$	1,421.02	\$	287.98			\$	1,100.00	\$	1,421.02	\$	287.98			\$	1,100.00	\$	1,421.02	\$	287.98			\$	1,100.00	\$	1,421.02	\$	287.98			\$	8,800.00	\$	1,421.02	\$	287.98
107	55	S	1,236.95	\$	236.06	\$	1,421.02	\$	287.98			\$	1,100.00	\$	1,421.02	\$	287.98			\$	1,100.00	\$	1,421.02	\$	287.98			\$	1,100.00	\$	1,421.02	\$	287.98			\$	8,800.00	\$	1,421.02	\$	287.98
108	55	S	1,236.95	\$	236.06	\$	1,421.02	\$	287.98			\$	1,100.00	\$	1,421.02	\$	287.98			\$	1,100.00	\$	1,421.02	\$	287.98			\$	1,100.00	\$	1,421.02	\$	287.98			\$	8,800.00	\$	1,421.02	\$	287.98
109	55	S	1,236.95	\$	236.06	\$	1,421.02	\$	287.98			\$	1,100.00	\$	1,421.02	\$	287.98			\$	1,100.00	\$	1,421.02	\$	287.98			\$	1,100.00	\$	1,421.02	\$	287.98			\$	8,800.00	\$	1,421.02	\$	287.98
110	55	S	1,236.95	\$	236.06	\$	1,421.02	\$	287.98			\$	1,100.00	\$	1,421.02	\$	287.98			\$	1,100.00	\$	1,421.02	\$	287.98			\$	1,100.00	\$	1,421.02	\$	287.98			\$	8,800.00	\$	1,421.02	\$	287.98
111	55	S	1,236.95	\$	236.06	\$	1,421.02	\$	287.98			\$	1,100.00	\$	1,421.02	\$	287.98			\$	1,100.00	\$	1,421.02	\$	287.98			\$	1,100.00	\$	1,421.02	\$	287.98			\$	8,800.00	\$	1,421.02	\$	287.98
112	55	S	1,236.95	\$	236.06	\$	1,421.02	\$	287.98			\$	1,100.00	\$	1,421.02	\$	287.98			\$	1,100.00	\$	1,421.02	\$	287.98			\$	1,100.00	\$	1,421.02	\$	287.98			\$	8,800.00	\$	1,421.02	\$	287.98
113	43	S	967.07	\$	184.56	\$	1,110.98	\$	225.15			\$	860.00	\$	1,110.98	\$	225.15			\$	860.00	\$	1,110.98	\$	225.15			\$	860.00	\$	1,110.98	\$	225.15			\$	6,880.00	\$	1,110.98	\$	225.15
114	55	S	1,236.95	\$	236.06	\$	1,421.02	\$	287.98			\$	1,100.00	\$	1,421.02	\$	287.98			\$	1,100.00	\$	1,421.02																		

163	64	\$	1,439.36	\$	274.69	\$	1,653.55	\$	335.10		\$	1,280.00	\$	1,653.55	\$	335.10		\$	1,280.00	\$	1,653.55	\$	335.10	\$	10,240.00	\$	1,653.55	\$	335.10
164	120	\$	2,698.80	\$	515.04	\$	3,100.40	\$	628.32		\$	2,400.00	\$	3,100.40	\$	628.32		\$	2,400.00	\$	3,100.40	\$	628.32	\$	19,200.00	\$	3,100.40	\$	628.32
165	112	\$	2,518.88	\$	480.70	\$	2,893.71	\$	586.43		\$	2,240.00	\$	2,893.71	\$	586.43		\$	2,240.00	\$	2,893.71	\$	586.43	\$	17,920.00	\$	2,893.71	\$	586.43
166	112	\$	2,518.88	\$	480.70	\$	2,893.71	\$	586.43		\$	2,240.00	\$	2,893.71	\$	586.43		\$	2,240.00	\$	2,893.71	\$	586.43	\$	17,920.00	\$	2,893.71	\$	586.43
167	112	\$	2,518.88	\$	480.70	\$	2,893.71	\$	586.43		\$	2,240.00	\$	2,893.71	\$	586.43		\$	2,240.00	\$	2,893.71	\$	586.43	\$	17,920.00	\$	2,893.71	\$	586.43
168	112	\$	2,518.88	\$	480.70	\$	2,893.71	\$	586.43		\$	2,240.00	\$	2,893.71	\$	586.43		\$	2,240.00	\$	2,893.71	\$	586.43	\$	17,920.00	\$	2,893.71	\$	586.43
169	112	\$	2,518.88	\$	480.70	\$	2,893.71	\$	586.43		\$	2,240.00	\$	2,893.71	\$	586.43		\$	2,240.00	\$	2,893.71	\$	586.43	\$	17,920.00	\$	2,893.71	\$	586.43
170	112	\$	2,518.88	\$	480.70	\$	2,893.71	\$	586.43		\$	2,240.00	\$	2,893.71	\$	586.43		\$	2,240.00	\$	2,893.71	\$	586.43	\$	17,920.00	\$	2,893.71	\$	586.43
171	112	\$	2,518.88	\$	480.70	\$	2,893.71	\$	586.43		\$	2,240.00	\$	2,893.71	\$	586.43		\$	2,240.00	\$	2,893.71	\$	586.43	\$	17,920.00	\$	2,893.71	\$	586.43
172	112	\$	2,518.88	\$	480.70	\$	2,893.71	\$	586.43		\$	2,240.00	\$	2,893.71	\$	586.43		\$	2,240.00	\$	2,893.71	\$	586.43	\$	17,920.00	\$	2,893.71	\$	586.43
173	120	\$	2,698.80	\$	515.04	\$	3,100.40	\$	628.32		\$	2,400.00	\$	3,100.40	\$	628.32		\$	2,400.00	\$	3,100.40	\$	628.32	\$	19,200.00	\$	3,100.40	\$	628.32
174	66	\$	1,484.34	\$	283.27	\$	1,705.22	\$	345.58		\$	1,320.00	\$	1,705.22	\$	345.58		\$	1,320.00	\$	1,705.22	\$	345.58	\$	10,560.00	\$	1,705.22	\$	345.58
175	55	\$	1,236.95	\$	236.06	\$	1,421.02	\$	287.98		\$	1,100.00	\$	1,421.02	\$	287.98		\$	1,100.00	\$	1,421.02	\$	287.98	\$	8,800.00	\$	1,421.02	\$	287.98
176	41	\$	922.09	\$	175.97	\$	1,059.30	\$	214.68		\$	820.00	\$	1,059.30	\$	214.68		\$	820.00	\$	1,059.30	\$	214.68	\$	6,560.00	\$	1,059.30	\$	214.68
177	65	\$	1,461.85	\$	278.98	\$	1,679.38	\$	340.34		\$	1,300.00	\$	1,679.38	\$	340.34		\$	1,300.00	\$	1,679.38	\$	340.34	\$	10,400.00	\$	1,679.38	\$	340.34
178	65	\$	1,461.85	\$	278.98	\$	1,679.38	\$	340.34		\$	1,300.00	\$	1,679.38	\$	340.34		\$	1,300.00	\$	1,679.38	\$	340.34	\$	10,400.00	\$	1,679.38	\$	340.34
179	65	\$	1,461.85	\$	278.98	\$	1,679.38	\$	340.34		\$	1,300.00	\$	1,679.38	\$	340.34		\$	1,300.00	\$	1,679.38	\$	340.34	\$	10,400.00	\$	1,679.38	\$	340.34
180	65	\$	1,461.85	\$	278.98	\$	1,679.38	\$	340.34		\$	1,300.00	\$	1,679.38	\$	340.34		\$	1,300.00	\$	1,679.38	\$	340.34	\$	10,400.00	\$	1,679.38	\$	340.34
181	65	\$	1,461.85	\$	278.98	\$	1,679.38	\$	340.34		\$	1,300.00	\$	1,679.38	\$	340.34		\$	1,300.00	\$	1,679.38	\$	340.34	\$	10,400.00	\$	1,679.38	\$	340.34
182	43	\$	967.07	\$	184.56	\$	1,110.98	\$	225.15		\$	860.00	\$	1,110.98	\$	225.15		\$	860.00	\$	1,110.98	\$	225.15	\$	6,880.00	\$	1,110.98	\$	225.15
183	65	\$	1,461.85	\$	278.98	\$	1,679.38	\$	340.34		\$	1,300.00	\$	1,679.38	\$	340.34		\$	1,300.00	\$	1,679.38	\$	340.34	\$	10,400.00	\$	1,679.38	\$	340.34
184	108	\$	2,428.92	\$	463.54	\$	2,790.36	\$	565.49		\$	2,160.00	\$	2,790.36	\$	565.49		\$	2,160.00	\$	2,790.36	\$	565.49	\$	17,280.00	\$	2,790.36	\$	565.49

MINUTES OF ANNUAL GENERAL MEETING

Minutes of the Annual General Meeting of the above Strata Company held at Swan Yacht Club, 71 Riverside Rd, East Fremantle, WA, 6158 on Thursday 07 March 2024, commencing at 05:30 PM.

Present:

Lot 6	Adam Luke Hearman	Owner present (arrived 6.15pm)
Lot 8	Darren Frederick Reid	Owner present
Lot 20	Merrick Ames (invalid)	Electronic vote
Lot 36	Ian James Cooper	Owner present
Lot 38	Rory David Walsh Watts	Owner present
Lot 47	Lorraine Broun	Owner present
Lot 49	Vivienne Louise Doig	Owner present (Zoom)
Lot 52	Alex Jones	Proxy present
Lot 57	Lorraine Broun	Proxy present
Lot 64	Gavin Nicklette	Proxy present (Zoom)
Lot 68	Margaret Lorraine Lowe	Owner present (pre-voted) arrived 6.30pm
Lot 73	Alexis Cedric Sauzier	Owner present (Zoom)
Lot 75	Kaylene Ruth Power	Owner present
Lot 85	Stephen Dejussing	Proxy present
Lot 89	Ian Brown	Proxy present
Lot 91	Ian Brown	Proxy present
Lot 92	Miecha Maree Bradshaw	Owner present
Lot 100	Gavin Paul Carver	Owner present
Lot 102	Michelle Ann Sweeney	Owner present
Lot 106	Kieran Milne Peters	Proxy present
Lot 115	Harry Kaye	Owner present (pre-voted)
Lot 122	Darren Frederick Reid	Owner present
Lot 133	John Werndly	Proxy present
Lot 136	Connie Rentschler	Proxy present (Zoom)
Lot 149	David Ching (invalid)	Electronic vote
Lot 155	Lynette Jones	Proxy present
Lot 163	Annette Fennell	Proxy present
Lot 166	Alexandra Jones (invalid)	Electronic vote
Lot 167	Cassandra May Gallagher	Proxy present
Lot 180	Shirley Pang	Proxy present

Persons present as proxies for proprietors:

Lot 1	Afrik Pty Ltd	Proxy Name: The Chairperson
Lot 3	Mark Kennedy & Judith Morgan	Proxy Name: The Chairperson (pre-voted)
Lot 10	Zoran Podrascanin	Proxy Name: The Chairperson (pre-voted)
Lot 11	Helene Rose Schairer	Proxy Name: The Chairperson
Lot 15	Patrick Sid Laidler	Proxy Name: The Chairperson
Lot 40	Helene Rose Schairer	Proxy Name: The Chairperson

Lot 42	Nicholas Courtenay Stringer & Elizabeth Jean Stringer	Proxy Name: The Chairperson
Lot 44	Christina Weston	Proxy Name: The Chairperson
Lot 52	Alexander & Lauretta Elizabeth Jones	Proxy Name: Alex Jones
Lot 57	Janaya Clare Scholten	Proxy Name: Lorraine Broun
Lot 61	David Hanly	Proxy Name: Chairperson
Lot 64	Paul James McLaughlan & Gavin Andrew Nicklette	Proxy Name: Gavin Nicklette (Zoom)
Lot 65	Trent & Natasha Fryer	Proxy Name: The Chairperson
Lot 68	Margaret Lorraine Lowe	Proxy Name: The Chairperson (pre-voted) arrived 6.30pm
Lot 79	Kirsty and Adam Hibbert	Proxy Name: The Chairperson (pre-voted)
Lot 81	Margo Timmins	Proxy Name: The Chairperson
Lot 85	Leonie J Dejussing & Stephen C Dejussing	Proxy Name: Stephen Dejussing
Lot 89	Carol A Brown & Ian R J Brown	Proxy Name: Ian Brown
Lot 90	Ariarna Elaine Bartulovic	Proxy Name: The Chairperson
Lot 91	Mathew James Stirling	Proxy Name: Ian Brown
Lot 104	Benjamin Stewart & Dianne M Stewart	Proxy Name: The Chairperson
Lot 101	Bruce Humphreys	Proxy Name: The Chairperson (pre-voted)
Lot 106	Kieran Peters & Genevieve Broun	Proxy Name: Kieran Peters
Lot 112	Khee Wah Fong	Proxy Name: The Chairperson
Lot 117	Danielle Cornelissen	Proxy Name: The Chairperson (pre-voted)
Lot 128	David Stuart Shade	Proxy Name: The Chairperson
Lot 129	Grace Au & Valerie Jane Kwok	Proxy Name: The Chairperson
Lot 130	Nicola Graham and Benjamin Rumbel	Proxy Name: The Chairperson (pre-voted)
Lot 132	Lynn Karen Walters	Proxy Name: The Chairperson
Lot 133	Veritas Super Pty Ltd & John Victor Werndly	Proxy Name: John Werndly
Lot 135	Danielle Cornelissen	Proxy Name: The Chairperson (pre-voted)
Lot 136	Daniel Andreas Morley & Cornelia Elisabeth Rentschler	Proxy Name: Connie Rentschler (zoom)
Lot 138	Andrew Willard & Danielle Cornelissen	Proxy Name: The Chairperson (pre-voted)
Lot 147	Edward James & Tia Janette Lowe	Proxy Name: The Chairperson
Lot 151	Andrew Martyn Sharpe	Proxy Name: The Chairperson
Lot 153	Donna M Richards & Raymond T Richards	Proxy Name: The Chairperson
Lot 155	Lynette A Jones & Gary E Thomas	Proxy Name: Lynette Jones
Lot 162	Elisabeth Keller	Proxy Name: The Chairperson
Lot 163	Gregory Fennell	Proxy Name: Annette Fennell

Lot 167	John & Cassandra May Gallagher	Proxy Name: Cassandra Gallagher
Lot 168	Suzanne Marie Taylor	Proxy Name: The Chairperson
Lot 169	Tobias Payenberg	Proxy Name: The Chairperson (pre-voted)
Lot 175	Stephen Connolly	Proxy Name: The Chairperson (pre-voted)
Lot 176	Deborah Greenwood	Proxy Name: The Chairperson (pre-voted)
Lot 180	Gerald & Shirley Pang	Proxy Name: Shirley Pang
Lot 182	Shay Picot	Proxy Name: The Chairperson (pre-voted)
Lot 183	Jamie Cuthbert	Proxy Name: The Chairperson (pre-voted)

Persons present by invitation of the meeting:

Representing John Dethridge Strata Services -
Leila Dethridge, Caitlin Dethridge, Harry Kaye, Tennille Mitchell, Giuliana Rapp, Georgi Tiede

Lauretta Jones – Lot 52
Carol Brown – Lot 89

Apologies:

Alexandra Jones – Lot 166
Caroline van der Hulst - Lot 55

1. Pre-Voting Instructions & Preliminary Matters

Acknowledgement of Country – by Council member Stephen Dejussing
John Dethridge Strata Services respectfully acknowledge the Whadjuk Nyoongar people as the Traditional Custodians of the land on which we meet today. We acknowledge their enduring connection to the lands, waterways and communities and pay our respects to Elders past, present and emerging.

It was resolved that Leila Dethridge be authorised to act as Chairperson of the Strata Company for the purposes of this meeting.

The Chairperson announced that all proxies had been verified as valid, and that as per section 130 (4) of the Strata Titles Act 1985, at 6.00pm a quorum of proprietors were present and the meeting was validly constituted and declared open.

Mover: Alex Jones , Seconder: Stephen Dejussing

Motion CARRIED.

VOTES Yes : 60 No: 0 Abs: 0 Inv: 3

2. Adoption of Standing Orders

Motion under notice:

That by Ordinary Resolution, the Strata Company adopts the standing orders attached to this notice of meeting relative to the conduct of this general meeting and future general meetings.

Motion CARRIED.

VOTES Yes : 59 No: 0 Abs: 1 Inv: 3

Mover: Lorraine Broun , Seconder: Annette Fennell

3. Confirmation of previous minutes for the Last General Meeting

Motion under notice:

1. That by Ordinary Resolution, the minutes of the General Meeting held on 20th of March 2023 be verified as an accurate record of those proceedings.
2. Consideration of any matters arising not otherwise provided for by this agenda.

Motion CARRIED.

VOTES Yes : 56 No: 0 Abs: 4 Inv: 3

Mover: Ian Brown , Second: Alex Jones

4. Acknowledgement of Strata Manager's Report

Motion under notice:

That by Ordinary Resolution the Strata Manager's Report, as attached to the notice of meeting, be received.

Motion CARRIED.

VOTES

Yes : 59

No: 0

Abs: 1

Inv: 3

Mover: Alex Jones , Second: Lynette Jones

5. Statement of Accounts

Motion under notice:

That by Ordinary Resolution, the Statement of Accounts for the financial year ending 31st of January 2024, as attached to the notice of meeting, be adopted as presented.

Motion CARRIED.

VOTES

Yes : 59

No: 0

Abs: 1

Inv: 3

Mover: Alex Jones , Second: Lorraine Broun

Notes:

The meeting noted that the financial statements presented show a number of expenditure line items that do not line up with specific budgeted amounts. The strata manager clarified that this is due to differences with the chart of accounts and bookkeeping practices between StrataCBD and John Dethridge Strata Services, however the proposed budget for the 2024-25 financial year has been structured to align with the new chart of accounts.

6. Constitution of Council

The council of owners were given leave of the meeting to present a PowerPoint presentation showing the activity of the strata company over the past year.

Motion under notice:

1. That by Ordinary Resolution, the Council of the strata company consist of 7 owners.

An amendment to the motion was moved by Annette Fennell:

1. That by Ordinary Resolution, the Council of the strata company consist of 9 owners.

No seconder, amendment failed.

The Chairperson put the substantive motion to the vote and it was resolved:

1. That by Ordinary Resolution, the Council of the strata company consist of 7 owners.

Motion CARRIED.

VOTES

Yes : 60

No: 0

Abs: 0

Inv: 3

Mover: Lynette Jones , Second: Lorraine Broun

2. The following 8 nominations were received as candidates for election to the council:

Lorraine Broun (Lot 47), Alex Jones (Lot 52), Steve Dejussing (Lot 85), Lynette Jones (Lot 155), Genevieve Broun (Lot 106), Greg Fennell (Lot 163), Cassandra Gallagher (Lot 167), Shirley Pang (Lot 180)

3. A ballot was held for the election of the council with the following lot owners declared elected:

Lorraine Broun (Lot 47), Alex Jones (Lot 52), Steve Dejussing (Lot 85), Lynette Jones (Lot 155), Genevieve Broun (Lot 106), Cassandra Gallagher (Lot 167), Shirley Pang (Lot 180)

Notes:

The CoO Presentation to be sent to all owners after the meeting

7. Insurance Obligations of the Strata Company

Motions under notice:

That by Ordinary Resolution -

1. The Strata Company acknowledge receipt of the insurance certificates, insurance requirements and important information attached to the notice of meeting, detailing a general advice warning and disclosure relating to John Dethridge Strata Services' arrangement with the insurer.
2. The Strata Company resolve to renew the policy of insurance at the replacement value as indexed by the insurer or in line with a recent valuation, taking into consideration the date of the valuation and subsequent inflationary factors. *Note - the last valuation was carried out in 2022 and came in at \$105,521,790.00.*

Motion CARRIED.

VOTES

Yes : 60

No: 0

Abs: 0

Inv: 3

Mover: Alex Jones , Seconder: Ian Brown

8. Proposed Budget and Levy Contributions

8.1. Consideration of Budget of Estimated Expenditure

Motion under notice:

That by Ordinary Resolution -

1. The budget of estimated expenditure totalling \$956,900.00 for the Administrative Fund and \$400,000.00 for the Reserve Fund, as attached to the notice of meeting, be adopted as the budget of the Strata Company for the financial year ending 31st of January 2025.
2. The same expenditure limits shall apply for the following financial year ending 31st of January 2026 until resolved at the next general meeting of the strata company.

**If the strata company is registered for GST, the budget of expenditure items, as listed, are GST exclusive*

Motion CARRIED.

VOTES

Yes : 57

No: 2

Abs: 1

Inv: 3

Mover: Stephen Dejussing, Seconder: Alex Jones

Notes:

The meeting noted that the proposed budget for the Administrative Fund includes funds for legal and consultants fees related to the defects claim before SAT which is not expected to be a reoccurring expense in the following financial year for 2025-26. The meeting agreed that the council of owners would consider structuring future proposed levy contributions to itemise 'one-off' expenditure into a special project levy rather than building such costs in to the regular quarterly Admin/Reserve Fund levies.

8.2. Determination of Levy Contributions for the Administrative Fund

Motion under notice:

That by Ordinary Resolution -

1. The strata company resolve that the levy contributions on proprietors for the Administrative Fund be payable in advance, by quarterly instalments, due and payable in the amounts and on the first day of the month as shown below:

Levy Status	Per Lot Entitlement	Period From	Period To	Admin Fund	Due
Already Issued	\$17.63	01 Feb 2024	30 Apr 2024	\$176,300.00	01 Feb 2024
To be Issued	\$22.49	01 May 2024	31 Jul 2024	\$224,900.00	01 May 2024
To be Issued	\$22.49	01 Aug 2024	31 Oct 2024	\$224,900.00	01 Aug 2024
To be Issued	\$22.49	01 Nov 2024	31 Jan 2025	\$224,900.00	01 Nov 2024
Total	\$85.10	01 Feb 2024	31 Jan 2025	\$851,000.00	

2. The levy contributions will continue on a quarterly basis from 31st of January 2025 at the rate of \$22.49 per unit entitlement, to raise \$224,900.00 per subsequent quarter, until otherwise determined by the strata company in general meeting.

**If the strata company is registered for GST, the levy contributions as listed are inclusive of GST.*

Motion CARRIED.

VOTES

Yes : 56

No: 3

Abs: 1

Inv: 3

Mover: Alex Jones, Seconder: Ian Brown

8.3. Determination of Levy Contributions for the Reserve Fund

Motion under notice:

That by Ordinary Resolution -

1. The strata company resolve that the levy contributions on proprietors for the Reserve Fund be payable in advance, inclusive of GST, by quarterly instalments, due and payable in the amounts and on the first day of the month as shown below:

Levy Status	Per Lot Entitlement	Period From	Period To	Reserve Fund	Due
Already Issued	\$3.62	01 Feb 2024	30 Apr 2024	\$36,241.00	01 Feb 2024
To be Issued	\$4.29	01 May 2024	31 Jul 2024	\$42,919.70	01 May 2024
To be Issued	\$4.29	01 Aug 2024	31 Oct 2024	\$42,919.70	01 Aug 2024
To be Issued	\$4.29	01 Nov 2024	31 Jan 2025	\$42,919.70	01 Nov 2024
Total	\$16.50	01 Feb 2024	31 Jan 2025	\$165,000.00	

2. The levy contributions for the Reserve Fund will continue on a quarterly basis from 31st of January 2025 at the rate of \$4.29 per unit entitlement, to raise \$42,900.00 per subsequent quarter, until otherwise determined by the strata company in general meeting.

**If the strata company is registered for GST, the levy contributions as listed are inclusive of GST.*

Motion CARRIED.

VOTES

Yes : 57

No: 2

Abs: 1

Inv: 3

Mover: Alex Jones, Seconded: Lynette Jones

9. Debt Recovery Policy

Motion under notice:

That by Ordinary Resolution, the Strata Company adopt the debt recovery policy attached to the notice of meeting and acknowledge that all costs associated with debt recovery from an owner will be on-charged to the relevant owner.

Motion CARRIED.

VOTES

Yes : 59

No: 0

Abs: 1

Inv: 3

Mover: John Werndly , Seconded: Lorraine Broun

10. Execution of Documents & Use of Common Seal

Motion under notice:

That by Ordinary Resolution, the council be authorised to;

1. Enter into and, if required to, execute contracts, agreements, commitments, undertakings or other legally binding arrangements, which are either desirable or necessary for the achievement of the strata company's objectives and the performance of the functions of the strata company; and,
2. If the strata company has a common seal, and when desirable or necessary to do so, to use the common seal which must be attested to by the signatures of two members of the Council of the strata company.

Motion CARRIED.

VOTES

Yes : 59

No: 0

Abs: 1

Inv: 3

Mover: Kieran Milne Peters , Seconded: Ian Brown

11. Motion proposed by Greg Fennell (Lot 163)

Motion under notice:

The owners of Heirloom vote to reduce the current inflated electricity charges as approved by a limited majority of COO Members and hereby approve and instruct the Strata Company to only apply the contract Alinta charges as per the signed Alinta contract QUO-63415-C4W7B0 dated 28 June 2023 as a levy payment (By-Law 26). The current charges as applied to all owners of 0.27322 cents (excl. GST); Heirloom charges exceed the Alinta contract pricing currently being applied to all owners; owners are being charged above the Alinta contract charges 0.02100 cents (excl. GST). Alinta contract charges are listed under Point 9 at Electricity Prices.

Motion FAILED (no seconder)

Mover: Annette Fennell

12. Matters Without Notice for Discussion and Referral to the Council:
The meeting discussed ongoing safety issues for pedestrians exiting the building via the Queen Victoria Street lobby noting multiple residents have either been hit or had near misses with cyclists and/or E-scooters colliding with pedestrians on the footpath. It was agreed that the council of owners would consider this matter at the forthcoming council meeting including the possibility of a reminder to residents (newsletter / lift signage / Mimor reminder), installing signage to warn residents exiting the building and/or a mirror.

It was noted that similar signage may be needed at the Beach Street vehicle gate to ensure cars stop to check for pedestrians on the footpath before exiting the driveway.

The strata manager informed the meeting that the final schedule of complaint items for the defects claim before SAT is now available on the owner portal and that all of the associated defect reports would be made available for all owners to access on the owner portal in the coming days.

It was noted that the final SAT hearing has now been scheduled for three consecutive days commencing 27 May 2024.

CoO to conduct an audit of fobs.

The meeting closed at 08:12 PM.

Approved Budget 1 February 2024 - 31 January 2025

The Owners of Heirloom
Strata Scheme 63644

Administrative Fund	Proposed budget
Revenue (excl. GST)	
Levies Due--Admin	\$ 773,636.36
Recovery--Electricity Sub Meters	\$ 184,000.00
<i>Total revenue</i>	\$ 957,636.36
Less expenses (excl.GST)	
Administration	
Admin--Management Fees--Standard	\$ 26,000.00
Admin--Agent Disburst--Meeting Fees	\$ 5,000.00
Admin--Agent Disburst--Preparation	\$ 15,000.00
Admin--Agent Disburst--Email Correspondence	\$ 8,000.00
Admin--Agent Disburst--Telephone Calls	\$ 5,000.00
Admin--Agent Disburst--Maintenance Orders	\$ 7,000.00
Admin--Agent Disburst--Inspections	\$ 1,000.00
Admin--Agent Disburst--Travel	\$ 500.00
Admin--Agent Disburst--Photocopying	\$ 300.00
Admin--Agent Disburst--Postage&Petties	\$ 1,500.00
Professional Fees	
Admin--Building/Facilities Manager	\$ 52,000.00
Admin--Accountant Fees	\$ 1,000.00
Admin--Debt Collection	\$ 1,000.00
Admin--Legal Fees	\$ 5,000.00
Admin--Legal Fees--Defects	\$ 30,000.00
Admin--Defects--Consultants & Other Expenses	\$ 50,000.00
Admin--Meeting Venue Hire	\$ 600.00
Utilities	
Utility--Electricity	\$ 190,000.00
Utility--Electricity Meter Reading	\$ 17,000.00
Utility--Water	\$ 30,000.00
Insurance	
Insurance--Premiums	\$ 162,000.00
Insurance--Excesses	\$ 5,000.00
Building	
Maint Bldg--General Maintenance	\$ 28,000.00
Maint Bldg--Contingency	\$ 10,000.00
Maint Bldg--Cleaning Common Area	\$ 105,000.00
Maint Bldg--Cleaning--Windows/Glass	\$ 30,000.00
Maint Bldg--Roof	\$ 5,000.00
Maint Bldg--Fire Protection	\$ 45,000.00
Maint Bldg--Pest/Vermin Control	\$ 10,000.00
Maint Bldg--Lift--Maintenance Contract	\$ 25,000.00
Maint Bldg--Lift--Servicing/Repair	\$ 6,500.00
Maint Bldg--Plumbing & Drainage	\$ 15,000.00
Maint Bldg--Security Gate Servicing	\$ 1,500.00
Maint Bldg--Security Remotes & Keys	\$ 1,500.00
Maint Bldg--Security/Surveillance Equipment	\$ 3,500.00
Maint Bldg--Exhaust/Ventilation Systems	\$ 10,000.00
Maint Bldg--Electrical	\$ 40,000.00

Approved Budget 1 February 2024 - 31 January 2025

The Owners of Heirloom
Strata Scheme 63644

Grounds/Landscaping

Maint Grounds--Gardening	\$ 5,000.00
Maint Grounds--Irrigation Systems	\$ 3,000.00

Total expenses (excl. GST)	\$ 956,900.00
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Surplus/Deficit	\$ 736.36
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Reserve Fund

Proposed budget

Revenue (excl. GST)

Levies Due--Sinking	\$ 150,000.00
Bank Interest	\$ 10,000.00
Total revenue	\$ 160,000.00

Less expenses (excl. GST)

Maint Bldg--10 Year Plan Maintenance	\$ 400,000.00
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Maint Bldg--Remedial Works--Atrium Beams (Stage 1)
Maint Bldg--Remedial Works--Windows
Maint Bldg--Remedial Works--Downpipes & Rain Heads
Maint Bldg--Remedial Works--Balconies
Maint Bldg--Tiling & Waterproofing--Lift Terraces
Maint Bldg--Flashing Northern Wall
Maint Bldg--Walls--Mortar Repairs/ Seal Brickwork
Maint Bldg--Planter Boxes

Total expenses (excl. GST)	\$ 400,000.00
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Surplus/Deficit	<u>-\$ 240,000.00</u>
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Approved Budget 1 February 2024 - 31 January 2025

The Owners of Heirloom
Strata Scheme 63644

Administrative Fund - Levy Contributions

Net owners funds	31/01/2024	\$	181,561.86	\$	181,561.86
Levies Due--Admin (incl. GST)		\$	851,000.00	\$	1,032,561.86
Recovery--Electricity Sub Meters (incl. GST)		\$	202,400.00	\$	1,234,961.86
Less					
Anticipated Expenditure (incl. GST)		\$	1,052,590.00	\$	1,052,590.00
ANTICIPATED BALANCE AS AT	31/01/2025			\$	182,371.86

Aggregate of u/e 10,000

Strata Levies per unit entitlement per annum	\$	85.1000
Strata Levies per unit entitlement per quarter (if equal)	\$	21.2750

QUARTERS		\$/UE	
01/02/24 - 30/04/24	\$	17.63	already raised
01/05/24 - 31/07/24	\$	22.49	
01/08/24 - 31/10/24	\$	22.49	
01/11/24 - 31/01/25	\$	22.49	
Total	\$	85.10	
Subsequent Periods	\$	22.49	

Approved Budget 1 February 2024 - 31 January 2025

The Owners of Heirloom
Strata Scheme 63644

Reserve Fund - Levy Contributions

Net owners funds	31/01/2024	\$	604,925.75	\$	604,925.75
Proposed Income - Regular Reserve Levy (incl. GST)		\$	165,000.00	\$	769,925.75
Bank Interest		\$	10,000.00	\$	779,925.75
Less					
Anticipated Expenditure (incl. GST)		\$	440,000.00	\$	440,000.00
ANTICIPATED BALANCE AS AT	31/01/2025			\$	339,925.75

Aggregate of u/e 10,000

Strata Levies per unit entitlement per annum	\$	16.5000
Strata Levies per unit entitlement per quarter (if equal)	\$	4.1250

QUARTERS	\$/UE	
01/02/24 - 30/04/24	\$ 3.62	already raised
01/05/24 - 31/07/24	\$ 4.29	
01/08/24 - 31/10/24	\$ 4.29	
01/11/24 - 31/01/25	\$ 4.29	
Total	\$ 16.50	
Subsequent Periods	\$ 4.29	

The Owners of Heirloom Strata Scheme 63644

Levy Contributions per Lot as per Proposed Budget

Lot #	Unit entitlement	Q1		Q2		Q3		Q4		Q5	
		01/02/24 to 30/04/24		01/05/24-31/07/24		01/08/24-31/10/24		01/11/24-31/01/25		Subsequent Periods	
		Admin	Reserve	Admin	Reserve	Admin	Reserve	Admin	Reserve	Admin	Reserve
1	39	\$ 687.57	\$ 141.34	\$ 877.11	\$ 167.39	\$ 877.11	\$ 167.39	\$ 877.11	\$ 167.39	\$ 877.11	\$ 167.39
2	39	\$ 687.57	\$ 141.34	\$ 877.11	\$ 167.39	\$ 877.11	\$ 167.39	\$ 877.11	\$ 167.39	\$ 877.11	\$ 167.39
3	39	\$ 687.57	\$ 141.34	\$ 877.11	\$ 167.39	\$ 877.11	\$ 167.39	\$ 877.11	\$ 167.39	\$ 877.11	\$ 167.39
4	39	\$ 687.57	\$ 141.34	\$ 877.11	\$ 167.39	\$ 877.11	\$ 167.39	\$ 877.11	\$ 167.39	\$ 877.11	\$ 167.39
5	39	\$ 687.57	\$ 141.34	\$ 877.11	\$ 167.39	\$ 877.11	\$ 167.39	\$ 877.11	\$ 167.39	\$ 877.11	\$ 167.39
6	39	\$ 687.57	\$ 141.34	\$ 877.11	\$ 167.39	\$ 877.11	\$ 167.39	\$ 877.11	\$ 167.39	\$ 877.11	\$ 167.39
7	39	\$ 687.57	\$ 141.34	\$ 877.11	\$ 167.39	\$ 877.11	\$ 167.39	\$ 877.11	\$ 167.39	\$ 877.11	\$ 167.39
8	39	\$ 687.57	\$ 141.34	\$ 877.11	\$ 167.39	\$ 877.11	\$ 167.39	\$ 877.11	\$ 167.39	\$ 877.11	\$ 167.39
9	39	\$ 687.57	\$ 141.34	\$ 877.11	\$ 167.39	\$ 877.11	\$ 167.39	\$ 877.11	\$ 167.39	\$ 877.11	\$ 167.39
10	36	\$ 634.68	\$ 130.47	\$ 809.64	\$ 154.51	\$ 809.64	\$ 154.51	\$ 809.64	\$ 154.51	\$ 809.64	\$ 154.51
11	48	\$ 846.24	\$ 173.96	\$ 1,079.52	\$ 206.01	\$ 1,079.52	\$ 206.01	\$ 1,079.52	\$ 206.01	\$ 1,079.52	\$ 206.01
12	43	\$ 758.09	\$ 155.84	\$ 967.07	\$ 184.55	\$ 967.07	\$ 184.55	\$ 967.07	\$ 184.55	\$ 967.07	\$ 184.55
13	48	\$ 846.24	\$ 173.96	\$ 1,079.52	\$ 206.01	\$ 1,079.52	\$ 206.01	\$ 1,079.52	\$ 206.01	\$ 1,079.52	\$ 206.01
14	52	\$ 916.76	\$ 188.45	\$ 1,169.48	\$ 223.18	\$ 1,169.48	\$ 223.18	\$ 1,169.48	\$ 223.18	\$ 1,169.48	\$ 223.18
15	52	\$ 916.76	\$ 188.45	\$ 1,169.48	\$ 223.18	\$ 1,169.48	\$ 223.18	\$ 1,169.48	\$ 223.18	\$ 1,169.48	\$ 223.18
16	52	\$ 916.76	\$ 188.45	\$ 1,169.48	\$ 223.18	\$ 1,169.48	\$ 223.18	\$ 1,169.48	\$ 223.18	\$ 1,169.48	\$ 223.18
17	52	\$ 916.76	\$ 188.45	\$ 1,169.48	\$ 223.18	\$ 1,169.48	\$ 223.18	\$ 1,169.48	\$ 223.18	\$ 1,169.48	\$ 223.18
18	52	\$ 916.76	\$ 188.45	\$ 1,169.48	\$ 223.18	\$ 1,169.48	\$ 223.18	\$ 1,169.48	\$ 223.18	\$ 1,169.48	\$ 223.18
19	52	\$ 916.76	\$ 188.45	\$ 1,169.48	\$ 223.18	\$ 1,169.48	\$ 223.18	\$ 1,169.48	\$ 223.18	\$ 1,169.48	\$ 223.18
20	52	\$ 916.76	\$ 188.45	\$ 1,169.48	\$ 223.18	\$ 1,169.48	\$ 223.18	\$ 1,169.48	\$ 223.18	\$ 1,169.48	\$ 223.18
21	45	\$ 793.35	\$ 163.08	\$ 1,012.05	\$ 193.14	\$ 1,012.05	\$ 193.14	\$ 1,012.05	\$ 193.14	\$ 1,012.05	\$ 193.14
22	39	\$ 687.57	\$ 141.34	\$ 877.11	\$ 167.39	\$ 877.11	\$ 167.39	\$ 877.11	\$ 167.39	\$ 877.11	\$ 167.39
23	39	\$ 687.57	\$ 141.34	\$ 877.11	\$ 167.39	\$ 877.11	\$ 167.39	\$ 877.11	\$ 167.39	\$ 877.11	\$ 167.39
24	39	\$ 687.57	\$ 141.34	\$ 877.11	\$ 167.39	\$ 877.11	\$ 167.39	\$ 877.11	\$ 167.39	\$ 877.11	\$ 167.39
25	39	\$ 687.57	\$ 141.34	\$ 877.11	\$ 167.39	\$ 877.11	\$ 167.39	\$ 877.11	\$ 167.39	\$ 877.11	\$ 167.39
26	39	\$ 687.57	\$ 141.34	\$ 877.11	\$ 167.39	\$ 877.11	\$ 167.39	\$ 877.11	\$ 167.39	\$ 877.11	\$ 167.39
27	39	\$ 687.57	\$ 141.34	\$ 877.11	\$ 167.39	\$ 877.11	\$ 167.39	\$ 877.11	\$ 167.39	\$ 877.11	\$ 167.39
28	39	\$ 687.57	\$ 141.34	\$ 877.11	\$ 167.39	\$ 877.11	\$ 167.39	\$ 877.11	\$ 167.39	\$ 877.11	\$ 167.39
29	39	\$ 687.57	\$ 141.34	\$ 877.11	\$ 167.39	\$ 877.11	\$ 167.39	\$ 877.11	\$ 167.39	\$ 877.11	\$ 167.39
30	39	\$ 687.57	\$ 141.34	\$ 877.11	\$ 167.39	\$ 877.11	\$ 167.39	\$ 877.11	\$ 167.39	\$ 877.11	\$ 167.39
31	38	\$ 669.94	\$ 137.72	\$ 854.62	\$ 163.09	\$ 854.62	\$ 163.09	\$ 854.62	\$ 163.09	\$ 854.62	\$ 163.09
32	55	\$ 969.65	\$ 199.33	\$ 1,236.95	\$ 236.06	\$ 1,236.95	\$ 236.06	\$ 1,236.95	\$ 236.06	\$ 1,236.95	\$ 236.06
33	55	\$ 969.65	\$ 199.33	\$ 1,236.95	\$ 236.06	\$ 1,236.95	\$ 236.06	\$ 1,236.95	\$ 236.06	\$ 1,236.95	\$ 236.06
34	55	\$ 969.65	\$ 199.33	\$ 1,236.95	\$ 236.06	\$ 1,236.95	\$ 236.06	\$ 1,236.95	\$ 236.06	\$ 1,236.95	\$ 236.06
35	55	\$ 969.65	\$ 199.33	\$ 1,236.95	\$ 236.06	\$ 1,236.95	\$ 236.06	\$ 1,236.95	\$ 236.06	\$ 1,236.95	\$ 236.06
36	55	\$ 969.65	\$ 199.33	\$ 1,236.95	\$ 236.06	\$ 1,236.95	\$ 236.06	\$ 1,236.95	\$ 236.06	\$ 1,236.95	\$ 236.06
37	55	\$ 969.65	\$ 199.33	\$ 1,236.95	\$ 236.06	\$ 1,236.95	\$ 236.06	\$ 1,236.95	\$ 236.06	\$ 1,236.95	\$ 236.06
38	55	\$ 969.65	\$ 199.33	\$ 1,236.95	\$ 236.06	\$ 1,236.95	\$ 236.06	\$ 1,236.95	\$ 236.06	\$ 1,236.95	\$ 236.06
39	55	\$ 969.65	\$ 199.33	\$ 1,236.95	\$ 236.06	\$ 1,236.95	\$ 236.06	\$ 1,236.95	\$ 236.06	\$ 1,236.95	\$ 236.06
40	55	\$ 969.65	\$ 199.33	\$ 1,236.95	\$ 236.06	\$ 1,236.95	\$ 236.06	\$ 1,236.95	\$ 236.06	\$ 1,236.95	\$ 236.06
41	55	\$ 969.65	\$ 199.33	\$ 1,236.95	\$ 236.06	\$ 1,236.95	\$ 236.06	\$ 1,236.95	\$ 236.06	\$ 1,236.95	\$ 236.06
42	55	\$ 969.65	\$ 199.33	\$ 1,236.95	\$ 236.06	\$ 1,236.95	\$ 236.06	\$ 1,236.95	\$ 236.06	\$ 1,236.95	\$ 236.06
43	66	\$ 1,163.58	\$ 239.19	\$ 1,484.34	\$ 283.27	\$ 1,484.34	\$ 283.27	\$ 1,484.34	\$ 283.27	\$ 1,484.34	\$ 283.27
44	59	\$ 1,040.17	\$ 213.82	\$ 1,326.91	\$ 253.23	\$ 1,326.91	\$ 253.23	\$ 1,326.91	\$ 253.23	\$ 1,326.91	\$ 253.23
45	59	\$ 1,040.17	\$ 213.82	\$ 1,326.91	\$ 253.23	\$ 1,326.91	\$ 253.23	\$ 1,326.91	\$ 253.23	\$ 1,326.91	\$ 253.23
46	59	\$ 1,040.17	\$ 213.82	\$ 1,326.91	\$ 253.23	\$ 1,326.91	\$ 253.23	\$ 1,326.91	\$ 253.23	\$ 1,326.91	\$ 253.23
47	59	\$ 1,040.17	\$ 213.82	\$ 1,326.91	\$ 253.23	\$ 1,326.91	\$ 253.23	\$ 1,326.91	\$ 253.23	\$ 1,326.91	\$ 253.23

164	120	\$	2,115.60	\$	434.89	\$	2,698.80	\$	515.04	\$	2,698.80	\$	515.04	\$	2,698.80	\$	515.04	\$	2,698.80	\$	515.04	\$	2,698.80	\$	515.04
165	112	\$	1,974.56	\$	405.90	\$	2,518.88	\$	480.70	\$	2,518.88	\$	480.70	\$	2,518.88	\$	480.70	\$	2,518.88	\$	480.70	\$	2,518.88	\$	480.70
166	112	\$	1,974.56	\$	405.90	\$	2,518.88	\$	480.70	\$	2,518.88	\$	480.70	\$	2,518.88	\$	480.70	\$	2,518.88	\$	480.70	\$	2,518.88	\$	480.70
167	112	\$	1,974.56	\$	405.90	\$	2,518.88	\$	480.70	\$	2,518.88	\$	480.70	\$	2,518.88	\$	480.70	\$	2,518.88	\$	480.70	\$	2,518.88	\$	480.70
168	112	\$	1,974.56	\$	405.90	\$	2,518.88	\$	480.70	\$	2,518.88	\$	480.70	\$	2,518.88	\$	480.70	\$	2,518.88	\$	480.70	\$	2,518.88	\$	480.70
169	112	\$	1,974.56	\$	405.90	\$	2,518.88	\$	480.70	\$	2,518.88	\$	480.70	\$	2,518.88	\$	480.70	\$	2,518.88	\$	480.70	\$	2,518.88	\$	480.70
170	112	\$	1,974.56	\$	405.90	\$	2,518.88	\$	480.70	\$	2,518.88	\$	480.70	\$	2,518.88	\$	480.70	\$	2,518.88	\$	480.70	\$	2,518.88	\$	480.70
171	112	\$	1,974.56	\$	405.90	\$	2,518.88	\$	480.70	\$	2,518.88	\$	480.70	\$	2,518.88	\$	480.70	\$	2,518.88	\$	480.70	\$	2,518.88	\$	480.70
172	112	\$	1,974.56	\$	405.90	\$	2,518.88	\$	480.70	\$	2,518.88	\$	480.70	\$	2,518.88	\$	480.70	\$	2,518.88	\$	480.70	\$	2,518.88	\$	480.70
173	120	\$	2,115.60	\$	434.89	\$	2,698.80	\$	515.04	\$	2,698.80	\$	515.04	\$	2,698.80	\$	515.04	\$	2,698.80	\$	515.04	\$	2,698.80	\$	515.04
174	66	\$	1,163.58	\$	239.19	\$	1,484.34	\$	283.27	\$	1,484.34	\$	283.27	\$	1,484.34	\$	283.27	\$	1,484.34	\$	283.27	\$	1,484.34	\$	283.27
175	55	\$	969.65	\$	199.33	\$	1,236.95	\$	236.06	\$	1,236.95	\$	236.06	\$	1,236.95	\$	236.06	\$	1,236.95	\$	236.06	\$	1,236.95	\$	236.06
176	41	\$	722.83	\$	148.59	\$	922.09	\$	175.97	\$	922.09	\$	175.97	\$	922.09	\$	175.97	\$	922.09	\$	175.97	\$	922.09	\$	175.97
177	65	\$	1,145.95	\$	235.57	\$	1,461.85	\$	278.98	\$	1,461.85	\$	278.98	\$	1,461.85	\$	278.98	\$	1,461.85	\$	278.98	\$	1,461.85	\$	278.98
178	65	\$	1,145.95	\$	235.57	\$	1,461.85	\$	278.98	\$	1,461.85	\$	278.98	\$	1,461.85	\$	278.98	\$	1,461.85	\$	278.98	\$	1,461.85	\$	278.98
179	65	\$	1,145.95	\$	235.57	\$	1,461.85	\$	278.98	\$	1,461.85	\$	278.98	\$	1,461.85	\$	278.98	\$	1,461.85	\$	278.98	\$	1,461.85	\$	278.98
180	65	\$	1,145.95	\$	235.57	\$	1,461.85	\$	278.98	\$	1,461.85	\$	278.98	\$	1,461.85	\$	278.98	\$	1,461.85	\$	278.98	\$	1,461.85	\$	278.98
181	65	\$	1,145.95	\$	235.57	\$	1,461.85	\$	278.98	\$	1,461.85	\$	278.98	\$	1,461.85	\$	278.98	\$	1,461.85	\$	278.98	\$	1,461.85	\$	278.98
182	43	\$	758.09	\$	155.84	\$	967.07	\$	184.55	\$	967.07	\$	184.55	\$	967.07	\$	184.55	\$	967.07	\$	184.55	\$	967.07	\$	184.55
183	65	\$	1,145.95	\$	235.57	\$	1,461.85	\$	278.98	\$	1,461.85	\$	278.98	\$	1,461.85	\$	278.98	\$	1,461.85	\$	278.98	\$	1,461.85	\$	278.98
184	108	\$	1,904.04	\$	391.40	\$	2,428.92	\$	463.53	\$	2,428.92	\$	463.53	\$	2,428.92	\$	463.53	\$	2,428.92	\$	463.53	\$	2,428.92	\$	463.53



CERTIFICATE OF CURRENCY

THE INSURED

POLICY NUMBER	WRSC16006654
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording SCI034-Policy-RS-PPW-02/2021 Supplementary Product Disclosure Statement SCIA-036_SPDS_RSC-10/2021
THE INSURED SITUATION	The Owners of Heirloom Apartments Strata Plan 63644 36 Queen Victoria Street, Fremantle, WA, 6160
PERIOD OF INSURANCE	Commencement Date: 4:00pm on 30/11/2023 Expiry Date: 4:00pm on 30/11/2024
INTERMEDIARY	PSC Property Lync Insurance Brokers
ADDRESS	PO Box 7476, Cloisters Square PO, WA, 6850
DATE OF ISSUE	30/11/2023

POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	\$110,797,880
		Common Area Contents	\$6,000,000
		2. Terrorism Cover under Section 1 Part A2	Applies
	PART B	Loss of Rent/Temporary Accommodation	\$16,619,682
	OPTIONAL COVERS	1. Flood	Included
		2. Floating Floors	Included
SECTION 2	Liability		\$50,000,000
SECTION 3	Voluntary Workers		Included
SECTION 4	Workers Compensation		Selected
SECTION 5	Fidelity Guarantee		\$100,000
SECTION 6	Office Bearers' Liability		Not Included
SECTION 7	Machinery Breakdown		\$250,000
SECTION 8	Catastrophe		\$11,079,788
SECTION 9	PART A	Government Audit Costs – Professional Fees	Not Included
	PART B	Appeal Expenses	Not Included
	PART C	Legal Defence Expenses	Not Included
SECTION 10	Lot Owners' Fixtures and Improvements		\$300,000
SECTION 11	Loss of Lot Market Value		Not Included

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a policy existed for the Period of Insurance and sums insured shown herein. The Policy

may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further notice to the holder of this notice. It is issued as a matter of information only and does not confer any rights on the holder. This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.

**Heirloom Apartments
36 Queen Victoria St, Fremantle, WA 6160
SP63644**



**10 Year Maintenance Plan and
Reserve Fund Forecast**

**On Behalf of
All Strata Management Services**

Prepared By:
Oban Group Pty Ltd
896 Canning Highway, Applecross, WA 6153
www.obangroup.com.au
works@obangroup.com.au

3rd July 2020

Quality Assurance

Quality Assurance

Rev	Status	Prepared by	Checked by	Date
1	Issued	Chris Roeves MRICS Chartered Building Surveyor	David English	20.07.2020

Document Distribution

Issued to	Company	No. Copies	Date
John Monaghan	Oban Group	1	20.07.2020

Disclaimer

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Information contained in the Report is current as at the date of the Report, and may not reflect any event or circumstances which occur after the date of the Report. Refer also to limitations in section 3 of the Report.

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Contents

1. Introduction
2. Methodology
3. Limitations
4. Property Overview
5. Cost Estimate
6. Use of the Database

1. Methodology

- 1.1 This building inspection is intended to record the condition of the premises at Heirloom, 36 Queen Victoria Street, Fremantle, WA 6160 in order to identify current defects with the site, along with potential capital expenditure as part of a 10 Year Maintenance Plan and Reserve Fund Forecast.



- 1.2 The site inspection was undertaken on 3rd July 2020.

1. Methodology

- 2.1 At a high level, the report identifies elements which are not as per the expected condition, or performing as required based upon the age of the premises. The report includes a location of the element, risk rating and estimated cost of the works. This includes common property items which are the responsibility of the Body Corporate.
- 2.2 No detail was provided as to what was included within the original construction, and what equipment has been added subsequently.
- 2.3 A separate builders defect report has been produced.

2. Limitations

- 3.1 This Schedule does not constitute a building survey and is only intended to record the condition of the building fabric and exposed finishes. The report should be read in conjunction with the attached MS Excel spreadsheet, which provides details of the works on an elemental basis.
- 3.2 In preparation of this Schedule no tests have been carried out on any service installations such as heating, alarm systems, emergency lighting, and smoke or heat detectors.
- 3.3 It has been assumed that visible service installations (AC) have been installed by the Unit owner and are not the responsibility of the strata.
- 3.4 We advise that we have not inspected parts of the building built-in, covered up or otherwise made inaccessible, and therefore cannot comment as to whether they are free from defect or infestation. We also advise that we have not tested services or carried out tests for any deleterious materials.
- 3.5 We have not commented on any environmental issues, hazardous materials and the like and did not form part of the brief.
- 3.6 As-constructed drawings and specifications have not been provided.
- 3.7 We have used AS4349.1; 2007 in determining safe access to complete the inspection. This is at the sole discretion of the inspector.
- 3.8 The report is not a specification of works and should not be used as 'design documentation' for works. Quantities may be manipulated to reflect a more accurate pricing for works.
- 3.9 No costs are included for access to complete the works. This should be calculated once the works have been scoped and scheduled.

4. Property Overview

Client	All Strata Management Services				
Site	Heirloom Apartments, 36 Queen Victoria Street, Fremantle, WA 6160				
Building Type	Double Brick with Metal Deck Roof	Inspector	Chris Reeves	Inspection Date	03.07.2020

Building Age	5	Functionality	B1	Est Remaining Life	70
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Building Functionality Rating	
A1 – Meets Service Delivery Fully	B1 – Meets Service Delivery But Could be Improved
C1 – Just Meets Service Delivery	D1 – Does Not Meet Service Delivery
E1 – N/A	

Building Construction Details			
Floors	Timber	Roof Frame	Timber
External Walls	Double Brick	Roof Cover	Zinc Sheetting
Internal Walls	Brick	Other	N /A
Additional Factors Affecting Building Condition. The original building was constructed 1923 with the current structure retaining a number of the original features.			

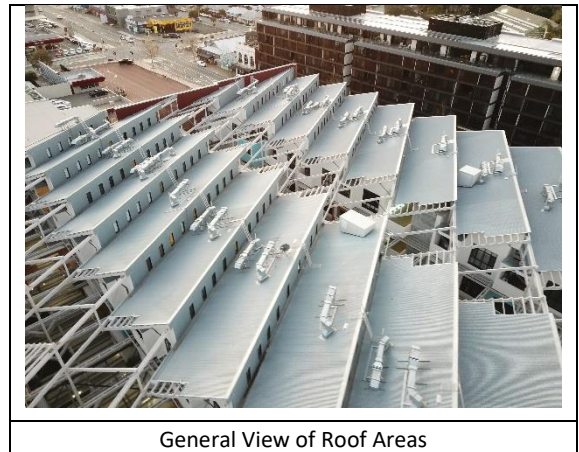
Overall Building Condition					A
A – As New	B – Good	C – Fair	D – Poor	E – Failed	

Element Name	Condition	Element Name	Condition
External Sewer Drainage	A	Sub Structure	B
Stormwater Drainage	A	External Walls	B
Boundary Walls, Fencing and Gates	B	External Windows	A
Landscaping and Improvements	B	External Doors	B
Roads, Footpaths and Paved Areas	C	Staircase	A
External Fire Protection	A	Roof	B
External Gas	A	Roof Eaves	A
External Water Supply	A	Roof Fascia	A
External Communication	A	Gutters / Downpipes	B
External Electrical Light and Power	A	External Columns	B

4. Property Overview

4.1 Roof Areas

- 4.1.1 Costs are included for the ongoing maintenance of the roof access system, along with the roof mounted services. Based upon the age of the site, no costs are included for lifecycle replacement at this stage.



4.2 Car Park and Grounds

- 4.2.1 Based upon the design of the site, ongoing maintenance costs have been included for the regular cleaning of the tiled walkways to remove the efflorescence staining. As a result of the original design, ongoing maintenance costs are included for the repair / replacement of the silicon seals to the inground stainless steel drainage.



4. Property Overview

4.3 Externals

- 4.3.1 Ongoing maintenance costs are included for the painting of the exterior of the building; this includes the timber and steel structures, cladding and external walls to the courtyards and the external elevation feature render.



- 4.3.2 Based upon the existing condition of the walkways, ongoing maintenance costs are included for repairs to the grouting and expansion joints.



4. Property Overview

4.4 Internals

- 4.4.1 Ongoing maintenance costs are included for the repainting of the internal hallways, including ceilings and doors. Costs are also included for the replacement of the floor coverings although the condition should be assessed towards the end of the 10 year financial period.



Common Hallway



General Floor Coverings

- 4.4.2 Two of the cross-corridor doors are defective and should be repaired in the short term. One of the doors has dropped and is catching on the leading edge of the adjacent door, gouging the surface. (Building A, Level 2). The mag lock to Level 1 of Building C is loose, with the door now catching on the displaced mag-lock rather than latching.



Building A, Level 2

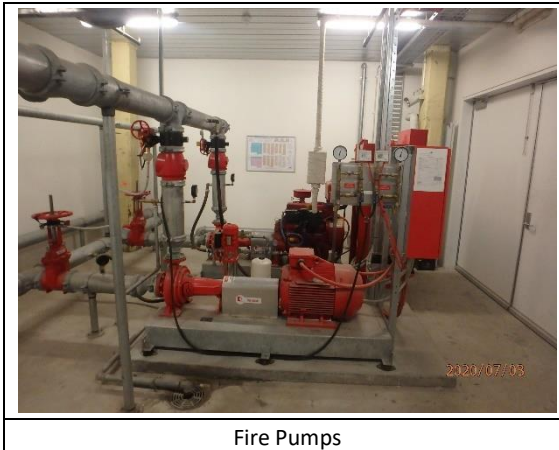


Building C, Level 1

4. Property Overview

4.5 Services

- 4.5.1 Ongoing maintenance costs are included for the fire systems and the ventilation systems to bathroom and the car park. The units are in good condition, with no lifecycle replacement costs included within this 10 year period.



- 4.5.2 The switchboards throughout are in good condition with ongoing maintenance costs included.



5. Cost Estimate

5.1 10 Year Cost Plan

10 Year Maintenance Plan has been developed to show the short term works requirements for the property

10 Year Plan Estimates by Maintenance Types

Year	1	2	3	4	5	6	7	8	9	10	
Maintenance Types	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	TOTAL
Defect	\$2,520	\$950	\$0	\$3,180	\$0	\$4,000	\$0	\$0	\$0	\$0	\$10,650
Maintenance	\$55,450	\$75,550	\$51,150	\$51,150	\$51,150	\$65,640	\$51,150	\$51,150	\$51,150	\$536,424	\$1,039,964
Total	\$57,970	\$76,500	\$51,150	\$54,330	\$51,150	\$69,640	\$51,150	\$51,150	\$51,150	\$536,424	\$1,050,614

10 Year Forecast Total	\$1,050,614	Immediate Expenditure	\$57,970	Significant Expenditure Year	\$536,424
		2020		2029	



5. Cost Estimate

5.2 10 Year Plan by Asset Category

The 10 Year Capex Plan has been developed to show the works requirements for the property and includes an annual uplift of 1.5%.

10 Year Plan Estimates by Capex

Year	1	2	3	4	5	6	7	8	9	10	
Capital Types	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	TOTAL
Capex	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$236,977	\$236,977
Grand Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$236,977	\$236,977

[illegible]

5. Cost Estimate

5.3 Life cycle cost estimates

The following provides an estimate of life cycle costs. These are shown in the table below and the lifecycle that is indicated.

Life Cycle Cost Estimates Calculation

Elements and their Components	Life Expectancy (Years)	10 Year Capex Replacement and Refurbishment Annual Requirement									
		2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
External Lighting (West) - Replace floodlights	15	\$595	\$595	\$595	\$595	\$595	\$595	\$595	\$595	\$595	\$595
Gates (West Car Park Entry) - Replace automatic gate motors	15	\$572	\$572	\$572	\$572	\$572	\$572	\$572	\$572	\$572	\$572
Air Conditioning (West Entry Foyer) - Replace Split system A/C Unit	10	\$343	\$343	\$343	\$343	\$343	\$343	\$343	\$343	\$343	\$343
Ventilation (Car Parks) - Replace car park ventilation units	15	\$3,476	\$3,476	\$3,476	\$3,476	\$3,476	\$3,476	\$3,476	\$3,476	\$3,476	\$3,476
Floor Finishes (Building A Units 137 to 140) - Replace Carpet	10	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125
Floor Finishes (Building A Units 129 to 146) - Replace Carpet	10	\$1,145	\$1,145	\$1,145	\$1,145	\$1,145	\$1,145	\$1,145	\$1,145	\$1,145	\$1,145
Floor Finishes (Building A Units 154 to 157) - Replace Carpet	10	\$375	\$375	\$375	\$375	\$375	\$375	\$375	\$375	\$375	\$375
Floor Finishes (Building A Units 147 to 160) - Replace Carpet	10	\$1,145	\$1,145	\$1,145	\$1,145	\$1,145	\$1,145	\$1,145	\$1,145	\$1,145	\$1,145
Floor Finishes (Building A Units 161 to 177) - Replace Carpet	10	\$1,540	\$1,540	\$1,540	\$1,540	\$1,540	\$1,540	\$1,540	\$1,540	\$1,540	\$1,540
Planters (Courtyard A & B) - Replace corroded planters	10	\$978	\$978	\$978	\$978	\$978	\$978	\$978	\$978	\$978	\$978
External Lighting (Courtyards) - Replace inground lighting	10	\$1,835	\$1,835	\$1,835	\$1,835	\$1,835	\$1,835	\$1,835	\$1,835	\$1,835	\$1,835
Floor Finishes (Building B Units 73 to 76) - Replace Carpet	10	\$229	\$229	\$229	\$229	\$229	\$229	\$229	\$229	\$229	\$229
Floor Finishes (Building B Units 66 to 83) - Replace Carpet	10	\$1,020	\$1,020	\$1,020	\$1,020	\$1,020	\$1,020	\$1,020	\$1,020	\$1,020	\$1,020
Floor Finishes (Building B Units 84 to 87) - Replace Carpet	10	\$229	\$229	\$229	\$229	\$229	\$229	\$229	\$229	\$229	\$229
Floor Finishes (Building B Units 88 to 101) - Replace Carpet	10	\$1,020	\$1,020	\$1,020	\$1,020	\$1,020	\$1,020	\$1,020	\$1,020	\$1,020	\$1,020
Floor Finishes (Building B Units 102 to 121) - Replace Carpet	10	\$1,290	\$1,290	\$1,290	\$1,290	\$1,290	\$1,290	\$1,290	\$1,290	\$1,290	\$1,290
Planters (Courtyard B & C) - Replace corroded planters	10	\$978	\$978	\$978	\$978	\$978	\$978	\$978	\$978	\$978	\$978
Floor Finishes (Building C Units 9 to 12) - Replace Carpet	10	\$291	\$291	\$291	\$291	\$291	\$291	\$291	\$291	\$291	\$291
Floor Finishes (Building C Units 1 to 24) - Replace Carpet	10	\$1,353	\$1,353	\$1,353	\$1,353	\$1,353	\$1,353	\$1,353	\$1,353	\$1,353	\$1,353
Floor Finishes (Building C Units 30 to 33) - Replace Carpet	10	\$458	\$458	\$458	\$458	\$458	\$458	\$458	\$458	\$458	\$458
Floor Finishes (Building C Units 43 to 65) - Replace Carpet	10	\$1,353	\$1,353	\$1,353	\$1,353	\$1,353	\$1,353	\$1,353	\$1,353	\$1,353	\$1,353
Floor Finishes (Building C Level 3) - Replace Carpet	10	\$1,831	\$1,831	\$1,831	\$1,831	\$1,831	\$1,831	\$1,831	\$1,831	\$1,831	\$1,831
CCTV (All) - Upgrade CCTV to site (allowance)	10	\$1,372	\$1,372	\$1,372	\$1,372	\$1,372	\$1,372	\$1,372	\$1,372	\$1,372	\$1,372
External Lighting (East) - Replace floodlights	10	\$149	\$149	\$149	\$149	\$149	\$149	\$149	\$149	\$149	\$149
Cost		\$23,698	\$23,698	\$23,698	\$23,698	\$23,698	\$23,698	\$23,698	\$23,698	\$23,698	\$23,698
Contingency @ 10%		\$2,370	\$2,370	\$2,370	\$2,370	\$2,370	\$2,370	\$2,370	\$2,370	\$2,370	\$2,370
TOTAL COST		\$26,067	\$26,067	\$26,067	\$26,067	\$26,067	\$26,067	\$26,067	\$26,067	\$26,067	\$26,067

5. Cost Estimate

5.4 Reserve Fund Annual Levy Calculation

Reserve Fund Annual Levy Estimate Calculation

Year	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	Total
Total Capex Cost (Drawdown)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$236,977	\$236,977
Annual Levy (Amortised Capex)	\$26,067	\$26,067	\$26,067	\$26,067	\$26,067	\$26,067	\$26,067	\$26,067	\$26,067	\$26,067	\$260,674
Retained Funds	\$26,067	\$52,135	\$78,202	\$104,270	\$130,337	\$156,405	\$182,472	\$208,540	\$234,607	\$23,698	\$23,698

RESERVE FUND QUALIFICATIONS

The table above provides an estimate of the annual reserve fund levy that should be applied to ensure funds are available when required.

The levy is based on the previous table that has inflation built into the costs as well as a 10% contingency.

The costs includes GST.

The reserve fund estimate should be re-estimated every 5 years and levy adjusted.

The estimated levy does not take into account interest earnings on the retained funds.

6. Database

6.1 Overview of the Database

The figures contained within Section 5, are based upon the costs generated within the MS Excel 2007 Database, which is attached to this report.

The Database enables the user to search by specific items, across a number of levels. For example, the user could obtain the cost and quantity for external door painting by searching as follows: search by Trade (Painter), Work Type (Maintenance), and Specific Item (External Joinery). The database will then display all items within this search field. The database columns are as follows

1. Works ID - Unique works identification number
2. Building - This identifies the specific location for the works, for example, Unit 49, or Swimming Pool Changing
3. Location – The column identifies the specific location, for example, Roof or east elevation
4. Category – This is the specific building element, such as Drainage, Roof Covering etc.
5. Definitions - Defect / Maintenance / Capex – This specifies the type of work item.
 - Defect – A defect is an element which is not performing as intended and requires repair or replacement to place back in a fully functional state. Typical examples include a deteriorated road surface.
 - Maintenance – Works to be undertaken to maintain the element operating as intended. Typical examples include repainting external doors.
 - Capex – Works which are an upgrade of the existing element to provide an improved or replacement item whilst the existing element is still functional. Typical examples includes upgrades of air conditioning systems at the end of their projected lifespan.
1. Element – The element is the specific item which requires the works, for example Guttering or Downpipes, and is the next step from Category
2. Works Description – The text describes the issue with the Element, for example, gutters leaking at joints
3. Trade – The works have been allocated to specific trades to assist with creating works package
4. Quantity – the quantity is only provided as a number, and should be interpreted against the type of works – for example, painting will be square metres, whereas Electrical testing will be the number of units needing testing
5. Unit Cost – this is the estimated cost for an individual piece of work, such as 1m² of painting. The costs are in isolation, and do not alter with quantity.
6. Cost – the cost is the sum of the Unit Cost and quantity
7. Priority / Frequency – The column details the timeline for the works, with Defects and Replacement to be completed within the time stated, whereas maintenance items are to be repeated as per the frequency stated. The timelines used in the report following discussion with the client were
 - Immediate
 - 0-12 Months
 - 12-36 Months
 - 36-60 months
 - 60-120 months

6. Database

8. Works Notes – the notes column is used to provide additional detail regarding the specific item, and is also used as the Asset Register Section, to provide Make, Model Number etc. for Hot Water Units, Air Conditioning Split Systems etc.
9. The age is the estimated age of the element.
 - New
 - 1-3 Years
 - 3-5 Years
 - 5-10 Years
 - 10+ Years
10. Condition - The condition is the current condition of the element
 - A - As New
 - B - Good Condition – Minor Deterioration
 - C - Fair Condition – Damaged or Worn, but not failed
 - D -Poor Condition – Element Failed but can be Repaired
 - E - Failed – Element failed and cannot be repaired
 - N/A - Not applicable
11. Probability - The probability is the likelihood of the works having to be undertaken, and is a risk assessment of the likely requirement to undertake the works.
 - High Priority – Works should be undertaken to minimise risk.
 - Medium Priority – The Works may be undertaken to minimise risk, but may lead to further deterioration of the element if not attended to
 - Low – There is low risk in not undertaking the works.
12. Risk Rating - The risk rating is the driver behind undertaking the works.
 - Compliancy – Works should be undertaken to meet current standards, such as servicing and testing of fire equipment
 - Consequential Damage – Further damage will occur to the element, or other parts of the building if the recommended works are not undertaken, such as repair of roof leaks.
 - Continuous Use – The condition of the element will deteriorate due to ongoing use such as the deterioration of floor finishes.
 - Health and Safety – the works should be undertaken to prevent an OH&S issue on site
 - Image and Reputation – Works should be undertaken to maintain the image of the premises, such as the upgrade of signage, or painting of ceilings
 - Operational Efficiency – Works undertaken will improve the operational efficiency of the element, such as installing dual flush toilets
 - Security – Works are recommended which will improve the security on site
13. Severity - The severity is the level of severity of potential damage which could occur as a result of not undertaking the works. Works classed as High should be undertaken ASAP to prevent significant damage
 - High Priority – Severe damage could occur or a high risk issue could evolve if the works are not undertaken
 - Medium Priority – Moderate damage may occur
 - Low – There is low risk in not undertaking the works.
14. Make / Model - This is the make and model of the asset, such as the air conditioning units, or boilers.

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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.]

2022 General Conditions

JOINT FORM OF GENERAL CONDITIONS FOR THE SALE OF LAND

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1 Deposit

1.1 Payment

Subject to clause 1.3, the Buyer must pay the Deposit to:

- (a) the Seller Agent; or
- (b) the Seller Representative; or
- (c) if the Seller has not appointed a Seller Agent or a Seller Representative, the Seller.

1.2 Deposit Holder - Stakeholder

- (a) Subject to this clause 1.2, if the Deposit is paid to a Deposit Holder, the Deposit Holder must hold the Deposit as stakeholder.
- (b) If a Party contends that:
 - (1) the Contract has been terminated; and
 - (2) that Party is entitled to payment of the Deposit, the following provisions of this clause 1.2 apply.
- (c) The Deposit Claimant must:
 - (1) serve on the Deposit Holder and the Deposit Respondent the Deposit Holder Notice; and
 - (2) provide proof to the Deposit Holder of the service of the Deposit Holder Notice on the Deposit Respondent.
- (d) Unless the Deposit Respondent serves a Notice on the Deposit Holder in accordance with subclause (e), the Deposit Holder must after:
 - (1) the expiry of 8 Business Days after the last to occur of service of the Deposit Holder Notice on the Deposit Respondent and the Deposit Holder; and
 - (2) the Deposit Holder has received proof as required by subclause (c) that the Deposit Holder Notice has been served on the Deposit Respondent,pay the Deposit to the Deposit Claimant.
- (e) The Deposit Respondent may, within 5 Business Days after service on the Deposit Respondent of the Deposit Holder Notice, serve a Notice on the Deposit Holder and the Deposit Claimant:
 - (1) stating that the Deposit Respondent disputes that the Deposit Claimant is entitled to receive the Deposit; and
 - (2) specifying the reasons why the Deposit Respondent contends that the Deposit Claimant is not entitled to receive the Deposit.
- (f) If the Deposit Respondent serves a Notice on the Deposit Holder and the Deposit Claimant under subclause (e), the Deposit Holder may:
 - (1) obtain legal advice as to the action to be taken by the Deposit Holder;
 - (2) institute interpleader proceedings in a court; and
 - (3) deduct from the Deposit the legal cost and expense incurred by the Deposit Holder in connection with obtaining that legal advice and those interpleader proceedings.
- (g) Each Party:
 - (1) directs the Deposit Holder to comply; and
 - (2) releases the Deposit Holder from liability for complying, with this clause 1.2.
- (h) Payment by the Deposit Holder of the Deposit in accordance with:
 - (1) subclause (d); or
 - (2) interpleader proceedings referred to in subclause (f)(2)discharges the Deposit Holder from any further liability in respect to the Deposit.
- (i) The failure by a Party to serve a Deposit Holder Notice or a Notice under subclause (e):
 - (1) does not affect; and
 - (2) is not treated as a waiver of, any right as between the Parties.
- (j) In this clause 1.2, a reference to the Deposit includes:
 - (1) any money in addition to the Deposit, paid to the Deposit Holder by the Buyer in accordance with the Contract; and
 - (2) interest earned on the Deposit or on any other money specified in subclause (j)(1) invested by the Deposit Holder with a Deposit Financial Institution.

1.3 Deposit - Proposed Scheme Lot

- (a) Subject to clause 1.4, if the Contract relates to the sale of:
 - (1) a Proposed Strata Lot; or
 - (2) a Proposed Community Lot,the Deposit must be:
 - (3) unless otherwise agreed by the Parties, paid by cheque or by direct transfer into a bank account as notified by the Buyer; and
 - (4) paid to and held by a Legal Practitioner, Real Estate Agent or Settlement Agent in accordance with the Strata Titles Act or the Community Titles Act (as applicable) until registration of the Scheme Plan.
- (b) Subject to clause 1.4, on the registration of the Scheme Plan in respect to the Proposed Strata Lot or Proposed Community Lot (as applicable), the Deposit is treated as being held in accordance with clause 1.2.

1.4 Deposit - Future Lot Contract

If the Contract is a Future Lot Contract:

- (a) clause 1.1(c) does not apply;
- (b) clauses 1.2 and 1.3 do not apply until the condition in clause 13.9(a)(1) has been satisfied;

- (c) the Deposit or other amount payable by the Buyer under the Contract must be:
 - (1) paid by the Seller to a Deposit Holder specified in the Contract within 2 Business Days after receipt of the payment from the Buyer; and
 - (2) held by the Deposit Holder on trust for the person entitled to receive it under the Contract or the Sale of Land Act; and
- (d) the Deposit Holder must comply with the Sale of Land Act.

1.5 Notice of non-payment

If the Buyer:

- (a) does not pay the Deposit in full as required by the Contract; or
- (b) pays the Deposit by cheque and that cheque is dishonoured on presentation,

the Seller may give the Buyer a Notice requiring the Deposit to be paid or the cheque to be honoured within 48 hours of service of the Notice.

1.6 Termination for non-payment

- (a) If a Notice under clause 1.5 is not complied with:

- (1) the Buyer is in default; and
- (2) the Seller may terminate the Contract by giving notice of termination to the Buyer.

- (b) Clause 23.1 does not apply if clause 1.5 and this clause 1.6 apply.

1.7 Terms Contract and other right

Clauses 1.5 and 1.6 do not:

- (a) apply if the Contract is a Terms Contract; or
- (b) limit any other right of the Seller.

1.8 Direction to Deposit Holder

Subject to clause 1.11, and unless each Party otherwise agrees in writing, a Party is not entitled to direct the Deposit Holder to pay the Deposit to any person before the Possession Date.

1.9 Investment of Deposit

If requested by the Buyer and permitted by law, the Deposit Holder may pay the Deposit into an interest bearing trust account with a Deposit Financial Institution in the name of the Deposit Holder.

1.10 Interest on Deposit

- (a) Subject to clause 24.8, if the Deposit is invested by the Deposit Holder in an interest bearing account with a Deposit Financial Institution in accordance with clause 1.9, the Buyer is entitled to the interest, less:
 - (1) any fees or charges payable to the Financial Institution in respect to the lodgment and withdrawal of the Deposit; and
 - (2) any other amount required to be deducted by the Financial Institution under the Income Tax Act.
- (b) If the Buyer is entitled to interest on the Deposit, the Buyer is not entitled to be paid any interest until Settlement unless otherwise specified in the Contract.

1.11 Payment of Deposit on Settlement

Subject to clause 24, the Strata Titles Act, the Community Titles Act and the Sale of Land Act, each Party authorises the Deposit Holder to pay the Deposit to:

- (a) the Seller at Settlement; or
- (b) the Seller Representative before Settlement, but only for the purpose of enabling Settlement to occur.

1.12 Deduction from Deposit

The Seller irrevocably authorises the Deposit Holder to deduct from the Deposit before it is paid to the Seller or the Seller Representative:

- (a) the selling fee payable to the Seller Agent; and
- (b) all proper expenses payable by the Seller to the Seller Agent in connection with the sale of the Property.

2 Encumbrance

2.1 Noted Encumbrance

The Seller sells the Property free of any Encumbrance except for:

- (a) a Specified Encumbrance; and
- (b) if the Land is a Scheme Lot, the interests and notifications specified in clause 10.8.

2.2 Benefit of right over Land

If the Land is entitled to the benefit of a right over other land:

- (a) that benefit is not an Encumbrance; and
- (b) the Land is sold and transferred with that benefit.

2.3 Rate Encumbrance - Unpaid Rate Outgoing

- (a) Subject to subclause (b), if at Settlement the Land is subject to a Rate Encumbrance which arises from an Unpaid Rate Outgoing:
 - (1) if the Rate Encumbrance is registered on the Certificate of Title for the Land, the Seller must provide to the Buyer at Settlement any discharge, withdrawal or other document required to remove the Rate Encumbrance from the Certificate of Title for the Land;
 - (2) the Seller must arrange for the Unpaid Rate Outgoing to be paid at Settlement; and
 - (3) the Unpaid Rate Outgoing must be apportioned in accordance with clause 7.

- (b) If at Settlement the Land is subject to a Rate Encumbrance which arises from an Unpaid Rate Outgoing but the Rate Encumbrance is not registered on the Certificate of Title for the Land, then the Seller is not required to arrange for the Unpaid Rate Outgoing to be paid at Settlement if:
- (1) the Seller Representative has, not later than 3 Business Days before the Settlement Date, provided a written undertaking to the Buyer Representative to:
 - (A) deduct from the settlement proceeds due to the Seller or otherwise hold in trust an amount equal to the amount required to pay that Unpaid Rate Outgoing; and
 - (B) pay that amount to the relevant Authority immediately following Settlement; or
 - (2) the Buyer Representative has, not later than 3 Business Days before the Settlement Date, provided a written undertaking to the Seller Representative to:
 - (A) hold money in trust from the Buyer at Settlement equal to the amount which is required to pay that Unpaid Rate Outgoing; and
 - (B) pay to the relevant Authority immediately following Settlement, that Unpaid Rate Outgoing.
- (c) If subclause (b)(1) applies, the Seller is treated as having given an irrevocable authority and direction to the Seller Representative:
- (1) if applicable, to withhold the amount specified in subclause (b)(1) at Settlement; and
 - (2) to pay the Unpaid Rate Outgoing to the relevant Authority immediately after Settlement.
- (d) If subclause (b)(2) applies, the Buyer is treated as having given an irrevocable authority and direction to the Buyer Representative to pay the Unpaid Rate Outgoing to the relevant Authority immediately after Settlement.

2.4 Land sold subject to easement or restrictive covenant

If on the Contract Date:

- (a) the Land is subject to an easement or a restrictive covenant which is not a Specified Encumbrance;
- (b) the Land is not vacant land; and
- (c) the Land:
 - (1) includes a residence or other principal building which was used for a purpose before the Contract Date which use the Buyer would reasonably be expected to continue after Settlement; or
 - (2) was being used on the Contract Date for a purpose which the Buyer would reasonably be expected to continue after Settlement; and
- (d) the easement or restrictive covenant does not unreasonably affect the use specified in subclause (c)(1) or (c)(2),

the Land is treated as being sold subject to the easement or restrictive covenant and the Buyer has no right to terminate the Contract or to defer or delay Settlement as a result of the easement or restrictive covenant.

2.5 Land sold subject to Title Restriction

- (a) If:
 - (1) the Land is subject to a Title Restriction, which is not a Specified Encumbrance;
 - (2) the Land is vacant land; and
 - (3) the Buyer:
 - (A) was aware; or
 - (B) should reasonably have been aware,
 of the Title Restriction or the effect of the Title Restriction, before the Contract Date; and
 - (4) the Title Restriction does not:
 - (A) unreasonably affect the proposed use of the Property by the Buyer; or
 - (B) materially affect the value of the Property,
 the Buyer is treated as having agreed to buy the Property subject to the Title Restriction and the Buyer has no right to terminate the Contract or defer or delay Settlement as a result of the Title Restriction.
- (b) If:
 - (1) the Land is subject to a Title Restriction, which is not a Specified Encumbrance;
 - (2) the Land is not vacant land; and
 - (3) the Land:
 - (A) includes a residence or other principal building which was used for a purpose before the Contract Date, which use the Buyer would reasonably be expected to continue after Settlement; or
 - (B) was being used on the Contract Date for a purpose which the Buyer would reasonably be expected to continue after Settlement; and
 - (4) the Buyer:
 - (A) was aware; or
 - (B) reasonably should have been aware,
 of the Title Restriction or the effect of the Title Restriction before the Contract Date; and
 - (5) the Title Restriction does not unreasonably affect the use specified in subclause (b)(3),

the Land is treated as having been sold subject to the Title Restriction and the Buyer has no right to terminate the Contract or defer or delay Settlement as a result of the Title Restriction.

2.6 Land sold subject to Remediated Site Memorial

- (a) If:
 - (1) the Land is a Remediated Site;
 - (2) a Remediated Site Memorial has been lodged against the Certificate of Title for the Land; and
 - (3) the Remediated Site Memorial is not a Specified Encumbrance,
 subclauses (b) and (c) apply.
- (b) If:
 - (1) the Land is vacant land; and
 - (2) the Restricted Use related to the Remediated Site Memorial does not:
 - (A) unreasonably affect the proposed use of the Property by the Buyer; or
 - (B) materially affect the value of the Property,
 the Buyer is treated as having agreed to buy the Property subject to the Remediated Site Memorial and the Buyer has no right to terminate the Contract or defer or delay Settlement as a result of the Restricted Use or the Remediated Site Memorial.
- (c) If:
 - (1) the Land is not vacant land; and
 - (2) the Land:
 - (A) includes a residence or other principal building which was used for a purpose before the Contract Date which use the Buyer would reasonably be expected to continue after Settlement; or
 - (B) was being used on the Contract Date for a purpose which the Buyer would reasonably be expected to continue after Settlement; and
 - (3) the Restricted Use related to the Remediated Site Memorial does not unreasonably affect the use specified in subclause (c)(2),
 the Land is treated as having been sold subject to the Remediated Site Memorial and the Buyer has no right to terminate the Contract or defer or delay Settlement as a result of the Restricted Use or the Remediated Site Memorial.

2.7 Buyer right to terminate

- (a) If:
 - (1) the Land is subject to an easement, a restrictive covenant, a Remediated Site Memorial or a Title Restriction which is not a Specified Encumbrance; and
 - (2) the Land is not treated as being sold subject to the easement, restrictive covenant, Remediated Site Memorial or Title Restriction in accordance with clauses 2.4 to 2.6,
 the Buyer is entitled at any time up to 3 Business Days before the Settlement Date to terminate the Contract by giving Notice to the Seller.
- (b) If the Buyer fails to exercise the right to terminate within 3 Business Days before the Settlement Date in accordance with subclause (a), the Buyer loses the right to terminate under the Contract and at general law.
- (c) If the Buyer terminates the Contract in accordance with subclause (a):
 - (1) the Deposit and any other money paid by the Buyer under the Contract must be promptly repaid to the Buyer;
 - (2) if the Deposit has been invested by the Deposit Holder in accordance with clause 1.9, the Buyer is entitled to the interest on the Deposit;
 - (3) if any other money has been paid to the Deposit Holder by the Buyer, and invested by the Deposit Holder with a Deposit Financial Institution, the Buyer is entitled to the interest on that other money; and
 - (4) subject to subclauses (c)(1) to (c)(3), no Party has any claim or right of action against the other arising from the termination, except in respect to any matter which arose before the termination.

2.8 Security Interest

- (a) If requested by the Buyer in writing, the Seller must give to the Buyer a reasonable time before Settlement, all information including accurate copies of source documents contemplated by Schedule 1 Part 1 of the PPS Regs sufficient for the Buyer to determine whether the Property Chattels are subject to a security interest to which the PPSA applies.
- (b) The Buyer must keep any information and supporting documents provided by the Seller in accordance with clause 2.8(a) secure and confidential (to the extent the information is not publicly available) and only use that information to search the PPSR.
- (c) If any of the Property Chattels are:
 - (1) subject to a security interest to which the PPSA applies; and
 - (2) not property free of the security interest pursuant to Chapter 2 Part 2.5 of the PPSA,
 the Seller must:
 - (3) remove the security interest from the PPSR on or before the Settlement Date; or
 - (4) provide the Buyer a release of the security interest in a form acceptable to the Buyer (acting reasonably) on or before the Settlement Date; or
 - (5) otherwise deal with the security interest by written agreement with the Buyer.

3 Settlement

3.1 Preparation of Transfer

The Buyer must arrange for the Transfer to be prepared.

3.2 Delivery to Seller

The Buyer must:

- (a) sign the Transfer; and
- (b) deliver the Transfer to the Seller or the Seller Representative a reasonable time before the Settlement Date.

3.3 Duty

- (a) The Buyer must arrange for:
 - (1) Duty to be paid on the Contract; and
 - (2) the Transfer to be Duty Endorsed at Settlement or, if the Duty has been assessed through Revenue Online, a Certificate of Duty to be given at Settlement.
- (b) Following the delivery of the Transfer to the Seller or the Seller Representative in accordance with clause 3.2(b), the Seller must within a reasonable time sign the Transfer pending Settlement.
- (c) The Buyer must, on request by the Seller in writing, made not later than 20 Business Days after Settlement, provide to the Seller:
 - (1) an original of the Contract Duty Endorsed; or
 - (2) a photocopy of the Contract showing an endorsement as specified in subclause (c)(1),to enable the Seller to arrange for a duplicate of the Contract held by the Seller to be Duty Endorsed.
- (d) If the Buyer:
 - (1) provides to the Seller an original copy of the Contract Duty Endorsed; and
 - (2) requests the return of the Contract specified in subclause (d)(1),the Seller must, immediately after a duplicate of the Contract held by the Seller has been Duty Endorsed, return the copy of the Contract to the Buyer.
- (e) Subject to subclauses (g) to (i), the Buyer may make a request in writing to the Seller that:
 - (1) the Seller sign the Transfer; and
 - (2) the Seller Representative return the Transfer to the Buyer Representative,without payment by the Buyer of Duty on the Contract, and without the Transfer being Duty Endorsed, to be held by the Buyer Representative solely for:
 - (3) payment by the Buyer of Duty on the Contract before Settlement; and
 - (4) the Transfer being Duty Endorsed before and for the purpose of Settlement.
- (f) If Duty has been assessed and will be paid through Revenue Online:
 - (1) the Buyer may make a request in writing to the Seller that the Seller sign the Transfer; and
 - (2) if that request is made, the Seller must provide a copy of the Transfer signed by the Seller to the Buyer before the Settlement Date.
- (g) If the Seller provides the Transfer to the Buyer Representative in accordance with subclause (e) or (f):
 - (1) the Seller must provide the Transfer signed by the Seller to the Buyer Representative; and
 - (2) the Buyer is treated as having given unconditional undertakings to the Seller that the Buyer Representative must:
 - (A) hold the Transfer solely for the purpose of payment of Duty on the Contract, and for the Transfer to be Duty Endorsed for the purposes of Settlement; and
 - (B) promptly following a direction in writing by the Seller or the Seller Representative, deliver the Transfer to the Seller or the Seller Representative whether or not the Transfer has been Duty Endorsed.
- (h) If the Seller or the Seller Representative has provided the Transfer to the Buyer Representative in accordance with subclauses (e) and (g), the provision of the Transfer to the Buyer Representative is without prejudice to any right of the Seller arising from:
 - (1) any claim the Seller has or may have against the Buyer under clause 4 arising from a delay in Settlement; or
 - (2) without affecting subclause (h)(1), any default by the Buyer under the Contract.
- (i) If the Buyer Representative:
 - (1) is registered for Revenue Online; and
 - (2) has elected to have Duty on the Contract assessed and paid through Revenue Online,then:
 - (3) the Buyer must advise the Seller or the Seller Representative that the Buyer Representative has elected to have Duty on the Contract assessed and paid through Revenue Online;
 - (4) the Buyer must, within 5 Business Days after the Transaction Summary is generated, provide a copy of the Transaction Summary to the Seller or the Seller Representative; and
 - (5) on Settlement the Buyer must provide to the Seller or the Seller Representative a copy of the Certificate of Duty.

3.4 Place for Settlement

- (a) If the Contract specifies the time and place for Settlement, Settlement must take place at the time and place specified.
- (b) If the Contract does not specify the time for Settlement, the Buyer must specify the time for Settlement which must be during normal business hours on a Business Day.
- (c) If the Contract does not specify the place for Settlement, the Buyer must specify the place for Settlement which must be in the Perth CBD.

3.5 Completion of Settlement

Each Party must complete Settlement on:

- (a) the date for Settlement specified in the Contract; or
- (b) if no date for Settlement is specified in the Contract, the later of:
 - (1) the Business Day which is 25 Business Days after the Contract Date; and
 - (2) if the Contract is subject to a condition which, if not satisfied, will result in:
 - (A) termination of the Contract; or
 - (B) a Party being entitled to terminate the Contract,the Business Day which is 15 Business Days after the date on which the last condition is satisfied.

3.6 Balance of purchase price

- (a) The Buyer must on Settlement pay:
 - (1) to the Seller; or
 - (2) to any other person as the Seller or the Seller Representative has directed in writing not later than 2 Business Days before the Settlement Date,by 1 or more bank cheques:
 - (3) the balance of the Purchase Price; and
 - (4) any other money payable by the Buyer to the Seller at Settlement, less any deductions allowed under the Contract.
- (b) If there is a registered mortgage on the Land, the Seller must pay, or must request the Buyer to pay from the balance of the Purchase Price, the Landgate fee to register a discharge of the mortgage at Settlement.

3.7 Foreign Resident Withholding

- (a) This clause 3.7 applies (despite any other provision of the Contract) if:
 - (1) the market value of the Land is the Threshold Amount or more and the Seller does not provide a Clearance Certificate to the Buyer at least 2 Business Days before Settlement; or
 - (2) for any other reason the Buyer is obliged to pay a Withholding Amount to the Commissioner.
- (b) If this clause 3.7 applies:
 - (1) the Buyer must deduct the Withholding Amount from the Purchase Price and pay the Withholding Amount to the Commissioner by no later than Settlement; or
 - (2) if the Buyer provides to the Seller at Settlement:
 - (A) evidence from the Commissioner or the Australian Taxation Office that the Withholding Amount has been paid to the Commissioner; or
 - (B) a written undertaking from the Buyer Representative to pay the Withholding Amount to the Commissioner immediately following Settlement; or
 - (C) any other evidence relating to the payment of the Withholding Amount that is acceptable to the Seller,the Buyer is not required to pay that part of the Purchase Price to the Seller.
- (c) If subclause (b)(2)(B) applies, the Buyer is treated as having given an irrevocable authority and direction to the Buyer Representative to pay the Withholding Amount to the Commissioner immediately following Settlement.
- (d) Any Variation Notice not provided to the Buyer at least 2 Business Days before Settlement is to be disregarded for the purposes of determining the Withholding Amount.
- (e) If clause 3.12 applies, payment of the Withholding Amount under this clause 3.7 will be made as part of an 'Electronic Settlement'.

3.8 More than 3 Bank Cheques

If the Seller requires the Buyer to provide more than 3 Bank Cheques at Settlement, the Seller must pay to the Buyer at Settlement the additional bank fees incurred by the Buyer in order to obtain more than 3 Bank Cheques.

3.9 Settlement Cheque dishonoured

If a cheque provided by the Buyer at Settlement is dishonoured on presentation, the Buyer:

- (a) is in default; and
- (b) remains liable to pay to the Seller the amount of the cheque, together with interest on that amount at the Prescribed Rate:
 - (1) from and including the Settlement Date;
 - (2) to but excluding the date on which the Buyer pays that amount with interest to the Seller.

3.10 Seller obligation on Settlement

- (a) The Seller must at Settlement give the Buyer:
 - (1) subject to clause 3.11, the Duplicate Certificate of Title for the Land;
 - (2) the Transfer signed by the Seller;
 - (3) each other document, including:
 - (A) any transfer executed by a third party;
 - (B) every application, declaration and other document, necessary to enable the Buyer to become the registered proprietor of the Land free of any Encumbrance, other than:
 - (i) an Encumbrance specified in clauses 2.1(a) and 2.1(b); and
 - (ii) if applicable, an Encumbrance subject to which the Land is transferred in accordance with clause 2;
 - (4) all other documentation required to be delivered on Settlement including:
 - (A) any discharge or withdrawal of an Encumbrance which is required to be withdrawn or discharged on Settlement; and
 - (B) subject to subclause (b), the documentation specified in clauses 6.10 and 11.2;
- (b) If:
 - (1) possession of the Property has been given to the Buyer before Settlement; and
 - (2) the Seller has delivered the documentation specified in clause 6.10 to the Buyer on or after possession and before Settlement, the Seller has no obligation to deliver the documentation specified in clause 6.10 to the Buyer at Settlement.
- (c) If the Seller is required to deliver to the Buyer on Settlement a document as specified in subclause (3)(A), (3)(B) or (4)(B), the Seller must deliver to the Buyer a true copy of that document not later than 3 Business Days before the Settlement Date.
- (d) If the Seller is unable to transfer the Land to the Buyer free of Encumbrances, other than an Encumbrance specified in clause 2:
 - (1) the Seller is treated as being in default; and
 - (2) subject to clauses 23 and 24, the Buyer is entitled to exercise every right of the Buyer arising from that default.

3.11 No duplicate Certificate of Title

If a Duplicate Certificate of Title for the Land has not issued in accordance with Section 48B(1)(a) of the Transfer of Land Act, the Seller is not obliged to give the Duplicate Certificate of Title for the Land to the Buyer on Settlement under clause 3.10.

3.12 Electronic conveyancing

- (a) This clause 3.12 applies if:
 - (1) Landgate requires that the Contract is completed by an Electronic Settlement;
 - (2) the Contract specifies that there will be an Electronic Settlement; or
 - (3) the Parties agree to an Electronic Settlement.
- (b) Acceptance of an invitation to a Workspace by a Party is taken to be agreement for the purposes of subclause (a)(3).
- (c) If this clause 3.12 applies:
 - (1) it has priority over any other provision of the Contract to the extent of any inconsistency; and
 - (2) without limiting subclause (c)(1), any provision of the Contract requiring the physical preparation, signing, delivery or payment of anything that is dealt with digitally or electronically within or using the Workspace is amended accordingly.
- (d) Each Party must:
 - (1) be, or engage a Representative who is, a Subscriber;
 - (2) ensure that each other person for whom that Party is responsible and who is associated with the transaction is, or engages, a Subscriber;
 - (3) authorise their Representative to act on their behalf in the manner required by the ECNL; and
 - (4) conduct the transaction in accordance with the ECNL.
- (e) Unless Landgate requires that Settlement must be completed by an Electronic Settlement, and subject to subclause (g), a Party may elect not to proceed with an Electronic Settlement by giving written Notice to the other Party.
- (f) If a Withdrawal Notice is given, this clause 3.12 ceases to apply and Settlement is to be effected in accordance with the Contract otherwise than as an Electronic Settlement.
- (g) A Withdrawal Notice may not be given later than 5 Business Days before the Settlement Date unless Settlement cannot proceed as an Electronic Settlement. If a Withdrawal Notice is given less than 5 Business Days before the Settlement Date:
 - (1) the Withdrawal Notice must specify why Settlement cannot proceed as an Electronic Settlement; and
 - (2) at the written request of either Party, the Settlement Date may be extended to a date being not more than 5 Business Days after the date the Withdrawal Notice is given.
- (h) The Buyer or the Buyer Representative must:
 - (1) create a Workspace as soon as reasonably practicable;
 - (2) invite the Seller or the Seller Representative and any Financial Institution involved in the transaction to join the Workspace; and
 - (3) set the time for Settlement on the Settlement Date.

- (i) If the Buyer or the Buyer Representative fails to comply with subclause (h) within 10 Business Days before the Settlement Date, the Seller or the Seller Representative may:
 - (1) create a Workspace;
 - (2) invite the Buyer or the Buyer Representative and the relevant Financial Institutions to join the Workspace; and
 - (3) set the time for Settlement on the Settlement Date.
- (j) The Parties consent to written communications for the purposes of preparing for and facilitating Electronic Settlement being given and received electronically within the Workspace but not to any Notice being given in that manner.
- (k) Settlement occurs when the Workspace records that the exchange of funds or value (if any) between the Financial Institutions in accordance with the instructions of the Parties has occurred and the definition of 'Settlement' in clause 26.1 is amended accordingly.
- (l) Each Party must do everything reasonably necessary to:
 - (1) progress the transaction in the Workspace to Electronic Settlement on the Settlement Date at the time specified in the Workspace; and
 - (2) assist the other Party to trace and identify the recipient of any mistaken payment made under the Electronic Settlement and to recover the mistaken payment.
- (m) If Settlement in accordance with subclause (k) has not occurred by the Closing Time, the Parties must do everything reasonably necessary to effect Settlement:
 - (1) as an Electronic Settlement; or
 - (2) at the option of either Party, exercised by giving Notice to the other Party to that effect, otherwise than as an Electronic Settlement, on the next Business Day and time remains of the essence.
- (n) A Party is not in default under the Contract if:
 - (1) that Party is prevented from complying with an obligation because the other Party or the other Party's Financial Institution has not done something in the Workspace; or
 - (2) Electronic Settlement fails and does not occur by the Closing Time because a computer system of Landgate, the Office of State Revenue, the ELNO or the Reserve Bank of Australia is inoperative for any reason, but that Party must comply with that Party's obligations as soon as the event referred to in subclause (n)(1) or (n)(2) ceases to apply.
- (o) No Party may exercise any rights under the Contract or at law to terminate the Contract during the time that the Workspace is locked for Electronic Settlement.
- (p) Subject to subclause (m), nothing in this clause 3.12 affects the rights of a Party under the Contract if Settlement does not occur on or before the Settlement Date due to the delay or default by the other Party.
- (q) Each Party must pay that Party's own fees and charges for using the ELNO for Electronic Settlement.
- (r) In this clause 3.12:
 - (1) **Business Day** means any day except:
 - (A) a Saturday, Sunday or public holiday in Western Australia; or
 - (B) a public holiday on the same day in both of Victoria and New South Wales.
 - (2) **ECNL** means the Electronic Conveyancing National Law as adopted in Western Australia by the *Electronic Conveyancing Act 2014 (WA)*;
 - (3) **Electronic Settlement** means Settlement and the lodgment of the documents necessary to record the Buyer as registered proprietor of the Land facilitated by the ELNO;
 - (4) **ELNO** has the meaning set out in the ECNL;
 - (5) **Closing Time** means the time the ELNO usually closes for settlement transactions in Western Australia on the Settlement Date;
 - (6) **Subscriber** means a subscriber under the ECNL;
 - (7) **Withdrawal Notice** means a Notice given under clause 3.12(e); and
 - (8) **Workspace** means an 'Electronic Workspace' as defined in the participation rules made under the ECNL for the transaction within the ELNO.

4 Delay in Settlement

4.1 Buyer delay

- (a) If for any reason not attributable to the Seller, Settlement is not completed within 3 Business Days after the Settlement Date, the Buyer must pay to the Seller at Settlement interest on:
 - (1) the balance of the Purchase Price; and
 - (2) any other money payable at Settlement.
- (b) The right of the Seller to interest under this clause 4.1 is in addition to the entitlement of the Seller to Rent under clause 6.7.

4.2 Seller delay

- If for any reason attributable to the Seller, Settlement is not completed within 3 Business Days after the Settlement Date, the Seller must allow to the Buyer at Settlement, as a deduction from the Purchase Price, compensation equal to interest on:
- (a) the balance of the Purchase Price; and
 - (b) any other money payable at Settlement.

4.3 Interest or compensation

Interest payable under clause 4.1 and compensation allowable under clause 4.2 is to be calculated:

- (a) at the Prescribed Rate; and
- (b) from and including the Settlement Date to but excluding the date on which Settlement occurs,

and is treated as being in full satisfaction of any claim the Party claiming interest or compensation has against the other Party as a result of the delay in Settlement.

4.4 Seller ready, willing and able

- (a) If the Seller is not ready, willing and able to complete Settlement on the Settlement Date, the Seller is not entitled to interest under clause 4.1 until the Seller:
 - (1) is ready, willing and able to complete Settlement; and
 - (2) has given Notice of that fact to the Buyer.
- (b) If a Notice is given in accordance with subclause (a) within 3 Business Days after the Settlement Date, interest is calculated and payable from and including the Settlement Date to but excluding the date on which Settlement occurs.
- (c) If a Notice is given in accordance with subclause (a), later than 3 Business Days after the Settlement Date, interest is calculated and payable from and including the day on which the Notice is given up to but excluding the date on which Settlement occurs.

4.5 Buyer ready, willing and able

- (a) If the Buyer is not ready, willing and able to complete Settlement on the Settlement Date, the Buyer is not entitled to compensation under clause 4.2 until the Buyer:
 - (1) is ready, willing and able to complete Settlement; and
 - (2) has given Notice of that fact to the Seller.
- (b) If a Notice is given in accordance with subclause (a) within 3 Business Days after the Settlement Date, compensation is calculated and payable from and including the Settlement Date to but excluding the date on which Settlement occurs.
- (c) If a Notice is given in accordance with subclause (a) later than 3 Business Days after the Settlement Date, compensation is calculated from and including the day on which the Notice is given up to but excluding the date on which Settlement occurs.

4.6 Dispute – interest or compensation

- (a) If:
 - (1) the Interest Party claims that the Interest Default Party is liable to pay interest or compensation under clauses 4.1 to 4.5; and
 - (2) the Interest Default Party disputes the entitlement of the Interest Party to the interest or compensation,this clause 4.6 will apply.
- (b) Subject to subclause (h), and if the Interest Party requires the Interest Default Party to pay interest or compensation under clauses 4.1 to 4.5 at Settlement, the Interest Party must not later than 2 Business Days before Settlement serve an Interest Notice on the Interest Default Party setting out:
 - (1) the basis on which the claim for interest or compensation is made; and
 - (2) the amount claimed, which may include an amount to be calculated on a daily basis.
- (c) The Interest Default Party must pay the Interest Amount on Settlement to:
 - (1) the Representative of the Interest Party; or
 - (2) if the Interest Party has not appointed a Representative, then to the Representative of the Interest Default Party; or
 - (3) if subclauses (c)(1) and (c)(2) do not apply, then to the Interest Party, to be held by the Representative or the Interest Party subject to and for the purposes specified in this clause.
- (d) On the day which is 20 Business Days after Settlement, unless:
 - (1) the dispute has been resolved between the Parties; or
 - (2) court proceedings are Instituted by a Party to determine the dispute,the Representative who holds the Interest Amount must pay the Interest Amount to the Interest Party or, if applicable, the Interest Party may retain the Interest Amount.
- (e) If:
 - (1) court proceedings are Instituted by a Party as specified in subclause (d); or
 - (2) an agreement is reached between the Interest Party and the Interest Default Party with regard to the dispute,the Representative who holds the Interest Amount or, if applicable, the Interest Party must pay the Interest Amount, as applicable:
 - (3) as determined in accordance with the court proceedings; or
 - (4) in accordance with the agreement between the Parties.
- (f) If the Interest Default Party disputes the entitlement of the Interest Party to interest or compensation under clauses 4.1 to 4.5:
 - (1) that dispute does not affect the obligations of the Parties to proceed to Settlement; and
 - (2) subject to the obligation of the Interest Default Party to pay the Interest Amount on Settlement in accordance with this clause, the Parties must proceed to Settlement.

- (g) Each Party authorises a Representative who holds the Interest Amount under this clause to:
 - (1) pay; and
 - (2) otherwise deal with,the Interest Amount as specified in this clause.
- (h) This clause 4.6 does not affect the right of the Interest Party after Settlement to claim and, if appropriate, institute proceedings against the Buyer to recover, an amount of interest or compensation as specified in clauses 4.1 to 4.5.

4.7 Restriction on right in case of court proceeding

- (a) The right of a Party under this clause 4 to interest or compensation ceases from and including the date on which court proceedings are Instituted by a Party for:
 - (1) specific performance of the Contract; or
 - (2) a declaration that the Contract:
 - (A) has been terminated; or
 - (B) remains valid and enforceable; or
 - (3) any other order or declaration to the same or similar effect to an order or declaration as specified in subclause (a)(1) or (a)(2); or
 - (4) other relief based on the Contract having been terminated.
- (b) It is the intention of the Parties that if there is a delay in respect to Settlement, interest or compensation payable under this clause 4 represents the best estimate as to the damages sustained arising from the delay.
- (c) If court proceedings are Instituted by a Party in accordance with subclause (a), nothing in the Contract:
 - (1) restricts, limits or prejudices the entitlement of a Party to claim interest under an Act or by way of damages or compensation; or
 - (2) limits or otherwise affects the discretion of the court.

4.8 Right not affected

The rights of a Party under this clause 4 do not affect the rights of a Party under clause 24.

5 Inspection

5.1 Right to inspect

- (a) Subject to clause 5.2 and subclause (b):
 - (1) the Buyer is entitled to inspect the Property to check that the Seller has complied with the Seller's obligations under the Contract; and
 - (2) the Seller must grant access to the Property to enable the Buyer to inspect the Property for that purpose,on 1 occasion within 5 Business Days before the Possession Date.
- (b) If following an inspection under subclause (a) the Buyer identifies items that require rectification by the Seller under the Contract, the Buyer may give Notice of those items to the Seller following which:
 - (1) the Buyer is entitled to inspect the Property to check that the Seller has rectified those items; and
 - (2) the Seller must grant access to the Property to enable the Buyer to inspect the Property for that purpose,on 1 further occasion before the Possession Date.
- (c) The Buyer may be accompanied by 2 persons on an inspection.
- (d) If the Buyer is a corporation, the reference in this clause 5.1 and in clause 5.2 to the Buyer means a reference to a director, secretary or officer of the corporation or any other person nominated by the corporation.

5.2 Time for inspection

- (a) Subject to subclause (b), if the Buyer wishes to inspect the Property as specified in clause 5.1, the Buyer and the Seller must endeavour to agree the date and time for the inspection.
- (b) If the Buyer and the Seller do not reach agreement by 5 Business Days before the Settlement Date, the Buyer may by not less than 1 Business Day's Notice to the Seller or the Seller Agent specify the date and time for the inspection.
- (c) The inspection must be:
 - (1) on a Business Day; and
 - (2) at a time between 9.00am and 4.00pm.
- (d) Where the Buyer serves Notice under subclause (b) which complies with subclause (c), the Seller must permit the Buyer to inspect the Property at the time and on the date specified in that Notice.
- (e) This clause 5.2 applies in respect of each inspection to which the Buyer is entitled under clause 5.1.

6 Possession and Rent

6.1 Entitlement to possession

- (a) Subject to clauses 6.2 and 6.3, the Buyer is entitled to possession of the Property on the earlier of:
 - (1) the date for possession (if any) specified in the Contract; and
 - (2) Settlement.
- (b) Subject to clause 6.3, and without affecting the rights of the Buyer on possession, if the Property is not sold subject to a Lease:
 - (1) the Buyer is entitled to vacant possession of the Property; and
 - (2) the Seller must remove from the Property before the Possession Date, all vehicles, rubbish and chattels, other than the Property Chattels.

6.2 Early possession

If the Buyer is given possession of the Property before Settlement:

- (a) for a period of less than one month, then clauses 14.6 to 14.9 apply until Settlement; or
- (b) for a period of one month or longer, then:
 - (1) clauses 14.6 to 14.9 apply until Settlement subject to the Residential Tenancies Act; and
 - (2) the Parties must comply with the Residential Tenancies Act.

6.3 Principal residence – limited occupation right

- (a) If immediately before Settlement, the Seller occupies the Property as the Seller's principal place of residence, the Seller may, subject to clause 6.4, remain in occupation of the Property until 12 noon on the day immediately following Settlement.
- (b) If subclause (a) applies and the Seller remains in occupation of the Property in accordance with subclause (a):
 - (1) the Seller must entirely vacate the Property by 12 noon on the day immediately following Settlement; and
 - (2) the Buyer is entitled to possession, and the Seller must give to the Buyer possession, of the Property at 12 noon on the day immediately following Settlement.

6.4 Damage to Property

If clause 6.3 applies:

- (a) the Seller is responsible to the Buyer for damage caused to the Property between:
 - (1) Settlement; and
 - (2) possession of the Property being given to the Buyer under clause 6.3; and
- (b) if damage is caused to the Property between Settlement and possession, the Seller must pay to the Buyer the cost of repairing the damage immediately on request by the Buyer.

6.5 Keys and security devices

- (a) Subject to subclauses (b) to (d), the Seller must deliver the Access Device to the Buyer on the Possession Date.
- (b) If clause 6.3 applies, the Seller must, at the time of giving possession of the Property to the Buyer, deliver to the Buyer the Access Device.
- (c) If agreed by the Buyer, the Access Device may be delivered to, and be held by, the Seller Agent for delivery to the Buyer following Settlement.
- (d) If subclause (c) applies, the Seller:
 - (1) must deliver the Access Device to the Seller Agent at a time sufficient to enable the Seller Agent to comply with subclause (c); and
 - (2) is treated as having authorised and directed the Seller Agent to deliver the Access Device to the Buyer in accordance with subclause (c).

6.6 Lease Provisions apply

Clauses 6.7 to 6.10 inclusive apply if the Contract provides that the Property is sold subject to the Lease.

6.7 Rent

- (a) The Seller is entitled to all Rent up to and including the Possession Date.
- (b) The Buyer is entitled to all Rent from and including the day after the Possession Date.

6.8 Rent paid before Settlement

- (a) The Seller must pay to the Buyer at Settlement any Rent:
 - (1) to which the Buyer is entitled under clause 6.7; and
 - (2) which was paid to the Seller before the Possession Date.
- (b) The Seller is not obliged to pay to the Buyer on Settlement any Rent which was payable by a Tenant under a Lease but is unpaid on the Possession Date.

6.9 Rent received after Settlement

If after Settlement either Party is paid Rent to which the other Party is entitled, the Party receiving the money must pay the money to the Party entitled to it as soon as reasonably possible.

6.10 General provisions where property leased

If the Property is on the Possession Date subject to a Lease:

- (a) the Seller must deliver to the Buyer on the Possession Date:
 - (1) if the Lease is in writing, an original or true copy of the Lease showing signing by the Parties; and
 - (2) if the Lease is liable to be assessed for Duty, the original or a true copy of the Lease delivered by the Seller to the Buyer under subclause (a)(1), showing that the Lease has been Duty Endorsed; and
 - (3) if the Lease is an oral lease or tenancy agreement, a written memorandum setting out all relevant details applicable to the Lease which are applicable on the Possession Date; and
 - (4) a statement which shows:
 - (A) the Rent payable for the Rent Period during which the Possession Date occurs; and
 - (B) the amount paid by the Tenant before the Possession Date in respect to the Rent Period specified in subclause (a)(4)(A); and
 - (5) any Property Condition Report that has been prepared in respect to the premises the subject of the Lease; and

- (6) if the Tenant has provided a Tenant Bond under the Lease, the Tenant Bond and any interest which has accrued on the Tenant Bond:
 - (A) by payment of a Bank Cheque in favour of the Buyer for the amount of the Tenant Bond; or
 - (B) by the provision of documentation which will effect the transfer of the Seller's rights in respect to the Tenant Bond to the Buyer; and
- (7) a Notice signed by the Seller or the Seller Representative, addressed to each Tenant, in a form reasonably determined by the Seller:
 - (A) in which the Seller notifies the Tenant of the sale of the Property to the Buyer; and
 - (B) which directs the Tenant to pay all Rent as from the Possession Date to the Buyer or as otherwise directed by the Buyer in writing.
- (b) Subject to clause 6.9, if, on the Possession Date, Rent was due to the Seller and has not been paid by the Tenant:
 - (1) the Buyer assigns to the Seller the unpaid Rent;
 - (2) the Buyer must immediately on request by the Seller sign:
 - (A) a deed of assignment of that unpaid Rent in favour of the Seller; and
 - (B) a notice to the Tenant of the assignment, which deed and notice of assignment must be prepared by the Seller at the expense of the Seller; and
 - (3) the Seller may institute proceedings against the Tenant for the unpaid Rent.
- (c) If a person has:
 - (1) guaranteed the obligations of the Tenant under the Lease; and
 - (2) executed the Lease as a guarantor,the Seller is, unless the guarantee specifies otherwise, treated as having assigned to the Buyer the benefit of that guarantee.
- (d) If a person has:
 - (1) guaranteed the obligations of the Tenant under the Lease; and
 - (2) executed a guarantee document which is not included in the Lease,the Seller must deliver that guarantee document to the Buyer at the time specified in subclause (a) and, unless the guarantee document otherwise specifies, the Seller is treated as having assigned the benefit of the guarantee to the Buyer.
- (e) If subclause (d) applies and the guarantee document is liable to be assessed for Duty, the original or a true copy of the guarantee document delivered by the Seller to the Buyer under subclause (d) must show that the guarantee document has been Duty Endorsed.
- (f) If a guarantee as incorporated in a Lease or guarantee document provides that the guarantee is not capable of assignment, except with the approval of the guarantor, the Seller must on request by the Buyer cooperate with the Buyer in requesting the guarantor to grant approval for the assignment of the guarantee to the Buyer.
- (g) Any fee payable to a guarantor in relation to an assignment referred to in subclause (f) must be paid by the Buyer.

7 Outgoing

7.1 Seller and Buyer obligation

Subject to this clause 7:

- (a) the Seller must pay each Outgoing payable up to and including the Possession Date; and
- (b) the Buyer must pay each Outgoing payable from and including the day after the Possession Date.

7.2 Apportionment

Subject to this clause 7 an Outgoing must be apportioned under clause 7.1 and any amount payable by one Party to the other must be paid:

- (a) at Settlement; or
- (b) if the Contract is a Terms Contract, on the Possession Date; or
- (c) at a later time agreed by the Parties in writing.

7.3 Buyer not liable for Land Tax

The Buyer is not liable to pay any amount on account of Land Tax if the Property is at the Possession Date a residence which is capable of being used as a residence and for no other purpose.

7.4 Settlement Date 30 June

- (a) If:
 - (1) the Settlement Date is before or on 30 June; and
 - (2) Settlement does not occur before 5 pm on 30 June for a reason attributable to the Buyer,the Buyer must pay to the Seller any Land Tax assessed in respect to the Land as at midnight on 30 June calculated as if the Land is the only land owned by the Seller.
- (b) If:
 - (1) the Settlement Date is before or on 30 June;
 - (2) a separate Certificate of Title for the Land has been issued before 1 June;
 - (3) the Seller has given a Notice to the Buyer not later than 15 Business Days before the Settlement Date, that:
 - (A) the Seller is the registered proprietor of land other than the Land; and
 - (B) the Land and that other land are liable to Land Tax; and

- (4) Settlement does not occur before 5:00pm on 30 June for a reason attributable to the Buyer,
- the Buyer must pay to the Seller at Settlement the Land Tax assessed in respect to the Land for the Financial Year which commences on 1 July following the date specified in subclause (b)(1).
- (c) Subject to subclause (d):
- (1) the Notice as specified in subclause (b)(3) may, subject to the Contract Date being before 1 June, be incorporated in the Contract; and
 - (2) if the Notice is incorporated in the Contract in accordance with subclause (c)(1), that Notice is treated as having been given in accordance with subclause (b)(3).
- (d) Subclause (c) does not apply unless before 1 June:
- (1) a separate Certificate of Title for the Land has issued; and
 - (2) the Buyer has been given Notice by the Seller of the issue of that separate Certificate of Title for the Land.

7.5 Land Tax - Subdivided Land

- (a) If on the Possession Date:
- (1) the Property is not a residence as described in clause 7.3; and
 - (2) the Land is the subject of a subdivision after the commencement of the Financial Year in which the Possession Date occurs,
- Land Tax will be apportioned as specified in subclause (b).
- (b) If subclause (a) applies, Land Tax is apportioned and payable as an Outgoing in accordance with clauses 7.1 and 7.2 on the basis that the Land Tax payable in respect to the Land is:
- (1) the same proportion as the area of the Land bears to the total area of the Subdivision Land; and
 - (2) the Subdivision Land is the only land owned by the Seller.

7.6 Land Tax general

- (a) If clause 7.3 applies, the Seller must pay all Land Tax assessed in respect to the Property.
- (b) Except as provided in clause 7.3, and subject to clauses 7.4 and 7.5, Land Tax must be apportioned:
- (1) as an Outgoing and paid as provided in clauses 7.1 and 7.2; and
 - (2) otherwise on the basis that the Land is the only land owned by the Seller.

7.7 Future Rate Outgoing

- (a) If at Settlement the Land will be subject to a Future Rate Outgoing:
- (1) the Seller must procure the Seller Representative to, not later than 3 Business Days before the Settlement Date, provide a written undertaking to the Buyer Representative that at Settlement, the Seller Representative will:
 - (A) hold in trust an amount, which must be specified in that undertaking, sufficient to pay the proportion of the Future Rate Outgoing which is payable by the Seller; and
 - (B) immediately after the assessment of the Future Rate Outgoing, pay the Seller's proportion of the Future Rate Outgoing to the relevant Authority; and
 - (2) the Buyer must procure the Buyer Representative to, not later than 3 Business Days before the Settlement Date, provide a written undertaking to the Seller Representative that at Settlement, the Buyer Representative will:
 - (A) hold in trust an amount specified by the Buyer Representative in that undertaking, which is sufficient to pay the proportion of the Future Rate Outgoing payable by the Buyer; and
 - (B) immediately after the assessment of the Future Rate Outgoing, pay the Buyer's proportion of the Future Rate Outgoing to the relevant Authority.
- (b) If there is a dispute as to the amount to be held by the Seller Representative and the Buyer Representative in accordance with subclause (a), that dispute must be determined by the Seller Agent.
- (c) If there is no Seller Agent, the amount to be held by the Seller Representative and the Buyer Representative must be determined by a Real Estate Agent appointed by the Buyer.
- (d) If the dispute is determined by the Seller Agent or a Real Estate Agent:
- (1) the Seller Agent or the Real Estate Agent must act as an expert and not as an arbitrator;
 - (2) the determination of the Seller Agent or the Real Estate Agent is final and binding on the Seller and the Buyer; and
 - (3) if any cost is payable to the Seller Agent or a Real Estate Agent for determining a dispute, as specified in subclause (b) and (c), that cost must be paid by the Buyer and the Seller in equal shares.
- (e) If subclause (a)(1) applies, the Seller is treated as having given to the Seller Representative an irrevocable authority and direction to hold and apply the relevant money in the manner specified in subclause (a)(1).
- (f) If subclause (a)(2) applies, the Buyer is treated as having given to the Buyer Representative an irrevocable authority and direction to hold and apply the relevant money in the manner specified in subclause (a)(2).

8 Risk

8.1 Passing of risk

Despite any rule of law or equity to the contrary, risk relating to the Property passes from the Seller to the Buyer at the time when the:

- (a) Purchase Price is paid in full; or
 - (b) Settlement occurs; or
 - (c) Buyer is given possession of the Property;
- whichever first occurs.

8.2 Damage or destruction

- (a) If the Property includes a building or other improvement which is:
- (1) destroyed; or
 - (2) partially damaged,
- before Settlement, subclause (b) applies.
- (b) If:
- (1) the building is a residence and is made substantially uninhabitable; or
 - (2) in any other case, a building or other improvement is made substantially unusable for the current use as at the Contract Date;
- clauses 8.3 to 8.7 apply.

8.3 Notice of damage or destruction

The Seller must, immediately following the damage or destruction referred to in clause 8.2, give Notice to the Buyer specifying:

- (a) full particulars of the damage or destruction;
- (b) that the Buyer may, within 15 Business Days of service of the Notice, terminate the Contract; and
- (c) that it is desirable for the Buyer to obtain legal advice following service of the Notice.

8.4 Right of Buyer to terminate

The Buyer may, within 15 Business Days of the service of Notice under clause 8.3, give Notice to the Seller that the Buyer has elected to terminate the Contract.

8.5 Right of Seller to terminate

- If:
- (a) clause 8.2 applies;
 - (b) the Seller has insured the building or improvement specified in clause 8.2 against damage or destruction;
 - (c) the Seller within 5 Business Days after the damage or destruction specified in clause 8.2, notifies the insurer of a claim for the loss arising from the damage or destruction;
 - (d) the Seller in notifying the claim in accordance with subclause (c), makes a request to the insurer that the insurer make a cash payment to the Seller in respect to the loss; and
 - (e) the insurer has not within 10 Business Days after notification or the lodgment of the claim by the Seller, whichever is the later, agreed in writing to provide a cash payment to the Seller to compensate the Seller for the loss,

the Seller may within 15 Business Days of the service of the Notice in accordance with clause 8.3, by Notice to the Buyer or the Buyer Representative, terminate the Contract.

8.6 Termination

- If:
- (a) the Buyer gives a Notice to the Seller in accordance with clause 8.4; or
 - (b) the Seller gives a Notice to the Buyer in accordance with clause 8.5,
- then
- (c) subject to subclauses (d) to (g), the Contract is terminated as from and including the date of service of that Notice;
 - (d) the Deposit, and any other money paid by the Buyer under the Contract, must be promptly repaid to the Buyer;
 - (e) if the Deposit has been invested by the Deposit Holder in accordance with clause 1.9, the Buyer is entitled to the interest on the Deposit;
 - (f) if any other money has been paid to the Deposit Holder by the Buyer, and invested by the Deposit Holder with a Deposit Financial Institution, the Buyer is entitled to the interest on that other money; and
 - (g) subject to subclauses (d) to (f), no Party has any claim or right of action against the other arising from the termination, except in respect to any matter which arose before the termination.

8.7 Right of Buyer to proceed

If the Buyer, within 15 Business Days of the service of Notice under clause 8.3:

- (a) gives Notice to the Seller that the Buyer intends to proceed with the Contract; or
 - (b) does not give a Notice under subclause (a) or clause 8.4,
- the Contract will, unless the Seller has given a Notice to the Buyer in accordance with clause 8.5, remain valid and enforceable, but clause 8.8 and 8.9 apply.

8.8 Reduction of Purchase Price

If clause 8.7 applies:

- (a) the Purchase Price is reduced by the amount of the reduction in value of the Property following the damage or destruction;

- (b) the amount of the reduction of the Purchase Price is, subject to this clause 8.8, the amount which is agreed in writing between the Seller and the Buyer within 30 Business Days of the date of service of the Notice under clause 8.3;
- (c) if the reduction of the Purchase Price is not agreed in writing between the Seller and the Buyer, the amount of the reduction of the Purchase Price must, subject to subclause (d), be determined by arbitration in accordance with clause 25.1; and
- (d) even if:
 - (1) the period specified in subclause (b) has expired; and
 - (2) arbitration proceedings have commenced under subclause (c),
 the Buyer and the Seller may at any time agree in writing the amount of the reduction of the Purchase Price.

8.9 Variation of Settlement Date

If the Contract proceeds in accordance with clause 8.7 the Settlement Date is the date which is 10 Business Days after the amount of the reduction of the Purchase Price has been:

- (a) agreed between the Buyer and the Seller; or
- (b) determined by arbitration.

9 Seller Representation and Warranty

9.1 As at Contract Date and Possession Date

Except to the extent disclosed in writing by the Seller to the Buyer before the Contract Date, or as otherwise specified in the Contract, the Seller represents and warrants to the Buyer on the Contract Date (and is taken to repeat those representations and warranties at the Possession Date) that:

- (a) the Seller does not know of:
 - (1) any demand, order, requisition or requirement relating to the Property which:
 - (A) has been made by an Authority and remains current; or
 - (B) which an Authority proposes to make;
 - (2) any proposal by an Authority:
 - (A) for the realignment, widening or alteration of the level of any road adjoining the Land; and
 - (B) which would be likely to materially affect the Land or the use of it;
 - (3) any obligation to pay money to an Authority in respect of:
 - (A) work performed or to be performed; or
 - (B) expenses incurred or to be incurred,
 by an Authority in relation to the Land;
 - (4) except in relation to a Scheme Lot, any sewer, drain, pipe, cable or other installation passing through the Land to provide services to other land;
 - (5) any obligation to:
 - (A) construct or repair; or
 - (B) contribute towards the cost of construction or repair of,
 a dividing fence between the Land and any adjoining land whether arising under the *Dividing Fences Act 1961* or otherwise; or
 - (6) any encroachment on the Land by a building or other structure on adjoining land;
- (b) no building or other structure on the Land encroaches on adjoining land;
- (c) as far as the Seller is aware, each dividing fence and wall is on the boundary of the Land;
- (d) the Seller:
 - (1) has good title to the Property Chattels; and
 - (2) is, or will be the sole owner of the Property Chattels;
- (e) except as otherwise specified in the Contract, the Property Chattels will be free of any Encumbrance;
- (f) subject to clause 6.1(b), the Property will be in the same state and condition it was in immediately before the Contract Date; and
- (g) as far as the Seller is aware:
 - (1) no person has any right arising from adverse possession;
 - (2) no public right of way or easement has been acquired by enjoyment or use; and
 - (3) no mining lease or licence has been issued under any Act, in respect to the Land.

9.2 Contract Date

Except as otherwise disclosed in writing by the Seller to the Buyer before the Contract Date, the Seller represents and warrants to the Buyer on the Contract Date that:

- (a) the Seller:
 - (1) has not received a notice of resumption of; and
 - (2) does not know of any intention to resume, the Land by an Authority; and
- (b) the use of the Property is lawful.

9.3 Breach or non-satisfaction of warranty

If the Seller is in breach of a representation or warranty in clause 9.1, 9.2 or 10.2, then, unless the Parties otherwise agree, the Buyer has no right to terminate the Contract or defer or delay Settlement or withhold any part of the Purchase Price, however:

- (a) if the breach unreasonably affects the proposed use of the Property by the Buyer or materially affects the value of the Property, the Buyer may exercise its rights arising at law; and

- (b) this clause does not limit any rights of a Party arising at law or elsewhere in the Contract, including any rights referred to in clause 10.3(b).

10 Strata or community title

10.1 When this clause applies

This clause 10 applies if the Land is a Scheme Lot.

10.2 Representation and Warranty

Except to the extent disclosed in writing by the Seller to the Buyer before the Contract Date, or as otherwise specified in the Contract, the Seller represents and warrants to the Buyer on the Contract Date (and is taken to repeat those representations and warranties at the Possession Date) that:

- (a) the Seller has paid:
 - (1) each Scheme Contribution levied by the Scheme Corporation in respect of the Scheme Lot except for any Scheme Contribution which is to be apportioned under clause 7.2 or 10.6;
 - (2) all other money due to the Scheme Corporation in consideration of any right or privilege granted by the Scheme Corporation in respect of the Scheme Lot;
 - (3) all money due to the Scheme Corporation for:
 - (A) work carried out by the Scheme Corporation in relation to the Scheme Lot; or
 - (B) the provision by the Scheme Corporation of an amenity or service to the Scheme Lot or to the proprietor or occupier of the Scheme Lot;
 - (4) any other money due by the Seller to the Scheme Corporation; and
 - (5) all interest due to the Scheme Corporation on the money specified in subclauses (a)(1), (a)(2), (a)(3) and (a)(4);
- (b) no administrator of the Scheme Corporation has been appointed;
- (c) except for anything:
 - (1) apparent on an inspection of the Scheme Lot and the parcel of which it forms part; or
 - (2) registered or recorded on the Scheme Plan; or
 - (3) specified in the by-laws of the Strata/Community Scheme,
 the Seller does not know of anything which will materially affect the Buyer's use or enjoyment of the Scheme Lot or of the common property comprised in the Strata/Community Scheme;
- (d) the Seller does not know of any proposal or application to terminate the Strata/Community Scheme;
- (e) the Seller does not know of any current, proposed or pending proceeding or application in relation to the:
 - (1) Strata/Community Scheme;
 - (2) Scheme Corporation; or
 - (3) Scheme Lot,
 in a court or tribunal;
- (f) the Seller does not know of any judgment or order of the State Administrative Tribunal, a court, or other relevant tribunal or judicial or administrative body in respect to the:
 - (1) Scheme Corporation;
 - (2) Strata/Community Scheme; or
 - (3) Scheme Lot,
 which has not been satisfied or complied with;
- (g) other than changes recorded on the Scheme Plan, no change to the by-laws of the Strata/Community Scheme has been:
 - (1) voted on by the Scheme Corporation; or
 - (2) ordered by a court or tribunal;
- (h) no money is owing to the Scheme Corporation for work carried out by the Scheme Corporation in relation to the Scheme Lot;
- (i) the Seller does not know of any change which:
 - (1) has been made; or
 - (2) is proposed,
 to the by-laws of the Strata/Community Scheme other than changes recorded on the Scheme Plan;
- (j) the Seller does not know of any action taken or any proposal to:
 - (1) vary the schedule of unit entitlement recorded on the Scheme Plan;
 - (2) grant, vary or surrender any easement or restrictive covenant affecting the Scheme Lot or any other part of the parcel;
 - (3) transfer, lease, licence or resume any part of the Scheme Lot or the common property;
 - (4) take a lease of land outside the parcel;
 - (5) obtain, vary or surrender a lease of land outside the parcel; or
 - (6) obtain an expenditure approval under Section 102(6)(b) of the Strata Titles Act;
- (k) the Seller does not know of any proposal by the Scheme Corporation to pass any resolution which will:
 - (1) adversely affect the use and enjoyment by the Buyer of the Scheme Lot or of the common property; or
 - (2) increase any Outgoing in respect to the Scheme Lot;
- (l) the information referred to in Section 156 of the Strata Titles Act or Section 130 of the Community Titles Act and provided to the Buyer by or on behalf of the Seller is correct; and
- (m) the Seller does not know of any fact or circumstance which may result in:
 - (1) proceedings in the State Administrative Tribunal; or
 - (2) proceedings before a court,
 being instituted against the registered proprietor of the Scheme Lot in respect to any matter relating to:

- (3) the common property;
- (4) the Scheme Lot; or
- (5) any action or liability arising under, or referred to in, Section 103 of the Strata Titles Act or Section 88 of the Community Titles Act.

10.3 Indemnity by Seller and right of Buyer

- (a) Except for a matter in respect to which the Buyer has agreed in writing to be bound, the Seller indemnifies and agrees to indemnify the Buyer against any Loss the Buyer may suffer or incur as a result of a breach by the Seller of a representation or warranty in clause 10.2:
 - (1) as the registered proprietor of the Scheme Lot; and
 - (2) which arises from a fact or circumstance which occurs before the Possession Date.
- (b) The right of the Buyer to terminate the Contract under Part 10 of the Strata Titles Act or Part 10 of the Community Titles Act:
 - (1) does not affect; and
 - (2) is in addition to,
 every other right of the Buyer arising from the default of the Seller under the Contract.

10.4 Voting

On and from the Contract Date until the Buyer becomes registered as the proprietor of the Scheme Lot:

- (a) the Seller must:
 - (1) immediately notify the Buyer if the Seller becomes aware of any proposal for members of the Scheme Corporation to vote on a resolution in respect to the Scheme Corporation; and
 - (2) provide a copy of the proposed resolution to the Buyer;
- (b) the Seller must, if required by the Buyer by Notice, vote in the manner directed by the Buyer in respect to any resolution proposed to be passed by the members of the Scheme Corporation;
- (c) if a section 102(6)(b) Strata Notice is given to each proprietor in the Strata Titles Scheme:
 - (1) the Seller must immediately give Notice to the Buyer of:
 - (A) the Section 102(6)(b) Strata Notice;
 - (B) the date of service of the Section 102(6)(b) Strata Notice; and
 attach to the Notice from the Seller a copy of the Section 102(6)(b) Strata Notice;
 - (2) the Buyer may, following the service of the Notice under subclause (c)(1), serve a Notice on the Seller directing the Seller to notify the council of the Scheme Corporation that the Seller objects to the expenditure specified in the Section 102(6)(b) Strata Notice; and
 - (3) if the Buyer gives a Notice to the Seller in accordance with subclause (c)(2), the Seller must immediately notify the council of the Scheme Corporation that the Seller objects to the expenditure specified in the Section 102(6)(b) Strata Notice;
- (d) the Seller must not, and must ensure that any mortgagee of the Scheme Lot does not, without the prior approval in writing of the Buyer:
 - (1) propose; or
 - (2) vote in favour of,
 any resolution of the Scheme Corporation; and
- (e) the Seller must ensure that any mortgagee of the Scheme Lot does not, without the prior approval in writing of the Buyer, vote in favour of any proposed expenditure referred to in a Section 102(6)(b) Strata Notice.

10.5 Scheme Corporation application

- (a) Subject to subclause (b), the Seller authorises the Buyer and the Representative of the Buyer to make application to the Scheme Corporation in respect to the:
 - (1) information;
 - (2) documents to be inspected; and
 - (3) certificates,
 specified in Section 107 of the Strata Titles Act or Section 94 of the Community Titles Act.
- (b) Subject to the Scheme Corporation requiring payment, the Buyer must pay to the Scheme Corporation the fee prescribed by the Strata Regulations or the Community Regulations in connection with any application made in accordance with subclause (a).

10.6 Apportionment of Reserve Fund Contribution

- (a) This clause 10.6 applies if, on or before the Settlement Date, the Scheme Corporation has levied a Reserve Fund Contribution in respect to the Scheme Lot.
- (b) If an instalment of a Reserve Fund Contribution is payable in a Financial Year before the Financial Year in which the Settlement Date occurs, the Seller must pay that instalment.
- (c) If:
 - (1) the whole of the Reserve Fund Contribution is; or
 - (2) any instalments of the Reserve Fund Contribution are,
 payable in the Financial Year in which the Settlement Date occurs, then the whole of the Reserve Fund Contribution or those instalments of the Reserve Fund Contribution will be apportioned between the Seller and the Buyer as if the Reserve Fund Contribution is an Outgoing for the purposes of clauses 7.1 and 7.2 for that Financial Year.
- (d) If any instalment of the Reserve Fund Contribution is payable in a Financial Year after the Financial Year in which the Settlement Date occurs, the Buyer must pay that instalment.

- (e) If after the Settlement Date and in a Financial Year in which the Settlement Date occurs, a Reserve Fund Contribution is levied in respect of the Scheme Lot:
 - (1) there will be no adjustment of that Reserve Fund Contribution; and
 - (2) the Buyer must pay that Reserve Fund Contribution.

10.7 Property included

- (a) The Property includes:
 - (1) the share of the Seller in the common property comprised in the Scheme Plan; and
 - (2) the benefit of any lease, licence, right or special privilege in respect to the common property and which is granted to the proprietor of the Scheme Lot and which attaches to the Scheme Lot.
- (b) The Property is sold subject to every lease, licence, right or special privilege granted to a third party in respect of the common property.

10.8 Interests notified

Without affecting any other provision of this clause 10, the Seller sells the Land subject to the interests registered and notifications recorded on the Scheme Plan on the Contract Date.

11 Electricity/Underground Power

11.1 Land not connected to electricity supply

If before the Contract Date the Land has not been connected to the electricity supply the Buyer is responsible at the Buyer's expense for the connection of the Land to the electricity supply.

11.2 Electricity Scheme Agreement

- (a) This clause 11.2 applies if, on the Contract Date:
 - (1) the Property has been connected to the electricity supply under the Electricity Extension Scheme; and
 - (2) the Seller is a party to the Electricity Scheme Agreement in relation to the Property.
- (b) The Seller must, a reasonable time before the Settlement Date, arrange for Western Power to prepare and deliver to the Buyer the standard form Western Power documentation under which:
 - (1) the Seller is released from obligation under the Electricity Scheme Agreement; and
 - (2) the Buyer becomes liable for all obligations under the Electricity Scheme Agreement.
- (c) The documentation specified in subclause (b) must be executed as appropriate by the Seller and the Buyer not later than 3 Business Days before the Settlement Date.
- (d) The Seller must, before Settlement, pay to Western Power each:
 - (1) capital contribution; and
 - (2) electricity supply and other charge,
 payable to Western Power under the Electricity Scheme Agreement up to the Settlement Date and provide evidence to the Buyer at Settlement of compliance with this subclause (d).
- (e) The Seller, if entitled to a refund of part or all of the capital contributions paid under the Electricity Scheme Agreement waives absolutely all right to receive a refund of any capital contribution which may become payable by Western Power in the future.
- (f) If there is any refund of any capital contribution paid to Western Power under the Electricity Scheme Agreement that refund of capital contribution belongs absolutely to the Buyer.
- (g) The Seller must deliver the documentation specified in subclauses (b) and (c) to the Buyer on Settlement.
- (h) Immediately following Settlement the Buyer must lodge the documentation specified in subclauses (b) and (c) with Western Power.

11.3 Cost of Electricity Scheme Agreement documentation

The Seller must pay all legal and other costs incurred in preparing the documentation specified in clause 11.2.

11.4 Underground power

If before the Contract Date an Authority has determined that underground power will be installed or, underground power has been installed:

- (a) in the area within which the Land is situated; and
 - (b) the Land is required to be, or has been connected to the underground power supply,
- clauses 11.5 and 11.6 apply.

11.5 Underground power rate payable by Buyer

If:

- (a) clause 11.4 applies; and
- (b) the Authority has not before the Contract Date prescribed:
 - (1) an Underground Power Rate; and
 - (2) the manner in which the Underground Power Rate must be paid, the Buyer must pay the Underground Power Rate.

11.6 Underground power rate payable by Seller

If:

- (a) clause 11.4 applies; and
- (b) the Authority has before the Contract Date prescribed:
 - (1) an Underground Power Rate; and

- (2) the manner of payment of the Underground Power Rate, the Seller must:
- (3) before Settlement pay the Underground Power Rate to the Authority and provide proof of payment before or at Settlement; or
- (4) on Settlement:
 - (A) pay the Underground Power Rate to the Buyer on the basis that the Buyer must pay the Underground Power Rate to the Authority; or
 - (B) secure payment of the Underground Power Rate in a manner acceptable to the Buyer.

12 Sewer/Septic Tank

12.1 Property connected

- (a) If on the Contract Date:
 - (1) the Land is connected to a Water Corporation sewer; but
 - (2) any amount remains unpaid or becomes payable after Settlement for that connection (whether under a Water Corporation loan agreement or otherwise),
 the Seller must pay that amount:
 - (3) to the Water Corporation before Settlement and provide evidence of payment to the Buyer at Settlement; or
 - (4) to the Buyer at Settlement.
- (b) If the amount as specified in subclause (a) is paid to the Buyer at Settlement, the Buyer must pay that amount to the Water Corporation immediately following Settlement.
- (c) If the amount as specified in subclause (a) is paid to the Buyer Representative at Settlement:
 - (1) the Buyer Representative must pay that amount to the Water Corporation immediately following Settlement; and
 - (2) the Buyer irrevocably authorises and directs the Buyer Representative to pay the relevant amount to the Water Corporation in accordance with subclause (c)(1).

12.2 Land not connected

- If on the Contract Date:
- (a) the Land is not connected to a Water Corporation sewer; and
 - (b) whether or not the Water Corporation has issued a notice requiring the Land to be connected to a Water Corporation sewer,
- the Buyer is solely responsible for the connection of the Land to a Water Corporation sewer.

12.3 Decommissioning of Septic Tank

- If on the Contract Date:
- (a) there is a septic tank on the Land; and
 - (b) the septic tank has not been decommissioned,
- the Buyer is solely responsible for decommissioning the septic tank.

13 Subdivision

13.1 When this clause applies

- (a) Subject to subclause (b), this clause 13 applies only if the Land is not a Lot on the Contract Date.
- (b) If the Land is a Proposed Strata Lot or a Proposed Community Lot, only clauses 13.6, 13.7, 13.8 and 13.10 apply unless the Contract is also a Future Lot Contract, in which case clause 13.9 also applies.

13.2 Contract conditional

- (a) The Contract is conditional on:
 - (1) an application for the subdivision of the Subdivision Lot from the Original Land being lodged with the Planning Commission within 3 months after the Contract Date; and
 - (2) the Planning Commission granting approval for the subdivision of the Subdivision Lot from the Original Land within 6 months after the Contract Date, or any longer period as specified in:
 - (A) the Contract;
 - (B) a subsequent agreement in writing between the Parties.
- (b) Subject to clause 13.5, if the Planning Commission grants approval for subdivision subject to a condition, the Planning Commission will be treated as having granted approval for subdivision for the purposes of subclause (a)(2).
- (c) If a condition specified in subclause (a) is not satisfied, the Contract terminates:
 - (1) at midnight on the date when the relevant period in subclause (a) expires; and
 - (2) without the requirement for either Party to give to the other a Notice of Termination.

13.3 Further condition for subdivision

- (a) The Contract is also conditional on:
 - (1) the Planning Commission endorsing approval on a Subdivision Plan within 12 months after approval for subdivision by the Planning Commission; and
 - (2) the Subdivision Plan being In Order for Dealing within 3 months after the date of endorsement of approval by the Planning Commission in accordance with subclause (a)(1).

- (b) Each period specified in subclause (a) is, if applicable, extended as specified in:
 - (1) the Contract; or
 - (2) a subsequent agreement in writing between the Parties.
- (c) If the conditions specified in subclause (a) are not satisfied:
 - (1) either Party may at any time prior to the relevant condition being satisfied, elect by Notice to the other Party to terminate the Contract; and
 - (2) if Notice terminating the Contract has been given under subclause (c)(1), the Contract terminates on the date of service of the Notice.

13.4 Application and Subdivision Plan

- (a) The Seller must, if the Seller has not already done so, lodge an application with the Planning Commission for the subdivision of the Subdivision Lot from the Original Land, within 15 Business Days after the Contract Date.
- (b) Following the lodgment of the application in accordance with subclause (a), the Seller must use reasonable endeavours to:
 - (1) obtain the approval of the Planning Commission to the subdivision of the Subdivision Lot from the Original Land; and
 - (2) subject to the approval of the Planning Commission to the subdivision, arrange for preparation of a Subdivision Plan including the Subdivision Lot, and for the Subdivision Plan to be:
 - (A) lodged at Landgate; and
 - (B) endorsed as In Order for Dealing, as soon as practicable.
- (c) Following the determination of the application for subdivision by the Planning Commission, the Seller must, within 10 Business Days after:
 - (1) the approval of the Planning Commission for subdivision; or
 - (2) the refusal of the Planning Commission to grant approval for subdivision,
 give Notice to the Buyer of the determination of the Planning Commission and provide a copy of the determination of the Planning Commission to the Buyer.
- (d) The Seller must also on request by the Buyer:
 - (1) advise the Buyer of progress relating to the application to the Planning Commission for subdivision; and
 - (2) provide to the Buyer a copy of the determination of the Planning Commission in respect to an application for subdivision unless the Seller has already done so.

13.5 Unacceptable condition or requirement imposed by Planning Commission

- (a) If the Planning Commission grants approval for the subdivision of the Lot from the Original Land subject to a condition or requirement which either the Seller or the Buyer, acting reasonably:
 - (1) is unwilling to comply with; or
 - (2) considers to be prejudicial,
 the Party who:
 - (A) would be bound to comply with the condition or requirement; or
 - (B) is prejudiced by the condition or requirement,
 may within 15 Business Days of being notified of the condition or requirement, elect by Notice to the other Party to terminate the Contract.
- (b) If Notice terminating the Contract has been given under subclause (a), the Contract terminates on the date of service of the Notice.
- (c) The reference in subclause (a) to a condition or requirement of the Planning Commission includes a condition or requirement imposed by the Planning Commission that is subject to the satisfaction of a condition or requirement of an Authority other than the Planning Commission and:
 - (1) subclause (a) applies to the condition or requirement imposed by the other Authority;
 - (2) the Seller must use reasonable endeavours to obtain the approval of the other Authority; and
 - (3) if the other Authority imposes a condition or requirement, the Seller must within 10 Business Days of being notified of the condition or requirement:
 - (A) give Notice to the Buyer of the condition or requirement of the other Authority; and
 - (B) provide a copy of the condition or requirement to the Buyer.
- (d) The Seller must on request by the Buyer:
 - (1) advise the Buyer of progress relating to the satisfaction of a condition or requirement imposed by the Planning Commission or the other Authority; and
 - (2) provide to the Buyer a copy of the condition or requirement of the Planning Commission or the other Authority unless the Seller has already done so.

13.6 Proposed Strata Lot or Proposed Community Lot

If the Subdivision Lot is a Proposed Strata Lot or a Proposed Community Lot, the Seller must use best endeavours to arrange for the Subdivision Plan, being a Scheme Plan, to be registered at Landgate within the period specified or referred to in Section 163(3)(b) of the Strata Titles Act or Section 137(3)(b) of the Community Titles Act (as applicable).

13.7 Strata Lot – obligation to construct development

If the Contract includes an obligation for the Seller to construct a building or other improvement in connection with the sale of a Proposed Strata Lot or a Proposed Community Lot to the Buyer, the Seller must as soon as practicable:

- (a) undertake the construction of the building or improvement:
 - (1) in a proper and workmanlike manner; and
 - (2) in accordance with any plans or specifications which are attached to, or incorporated in, the Contract; and
- (b) if on the Contract Date construction has not commenced:
 - (1) commence construction after the Contract Date or on any date specified in the Contract; and
 - (2) following commencement of construction, cause:
 - (A) construction to proceed; and
 - (B) the construction of the building or other improvement to be completed.

13.8 Issue of title – Settlement Date

- (a) As soon as practicable after the Subdivision Plan is In Order for Dealing, the Seller must:
 - (1) apply for, and arrange for the issue of, a separate Certificate of Title for the Subdivision Lot; and
 - (2) notify the Buyer in writing, as soon as practicable after a separate Certificate of Title has been issued for the Subdivision Lot.
 - (b) Unless otherwise provided in the Contract, the Settlement Date is the date which is:
 - (1) 15 Business Days after the Seller notifies the Buyer that a separate Certificate of Title has issued for the Subdivision Lot; or
 - (2) if:
 - (A) the Buyer is aware that a separate Certificate of Title has been issued for the Lot; and
 - (B) the Buyer has notified the Seller that the Buyer is aware that a separate Certificate of Title has issued for the Lot,
- 15 Business Days after the Buyer has so notified the Seller.

13.9 Future Lot Contract

- (a) If the Contract is a Future Lot Contract:
 - (1) the Contract is conditional on the Seller being entitled to become the proprietor of the Subdivision Lot, Proposed Strata Lot or Proposed Community Lot within the period referred to in Section 13B of the Sale of Land Act; and
 - (2) the Seller must comply with the Sale of Land Act including:
 - (A) providing the required statutory warning (Section 13C of the Sale of Land Act);
 - (B) using reasonable endeavours to obtain approvals and lodge plans, and giving information to the Buyer (Section 13G of the Sale of Land Act); and
 - (C) notifying the Buyer within 10 Business Days of the condition in clause 13.9(a)(1) being satisfied (Section 13H of the Sale of Land Act).
- (b) If the Contract is terminated by the Buyer as a result of the condition in clause 13.9(a)(1) not being satisfied or under the Sale of Land Act, clause 13.10 applies.
- (c) This clause 13.9 and the Sale of Land Act have priority over any other provision of the Contract to the extent of any inconsistency.

13.10 Consequences of termination of Contract

If the Contract terminates:

- (a) under clause 13.2(c);
 - (b) under clause 13.3(c);
 - (c) under clause 13.5(b);
 - (d) as a result of the a Scheme Plan not being registered at Landgate in accordance with clause 13.6; or
 - (e) as a result of the condition in clause 13.9(a)(1) not being satisfied or under the Sale of Land Act,
- then:
- (f) the Deposit and any other money paid by the Buyer under the Contract, must be promptly repaid to the Buyer;
 - (g) if the Deposit has been invested by the Deposit Holder in accordance with clause 1.9, the Buyer is entitled to the interest on the Deposit;
 - (h) if any other money has been paid to the Deposit Holder by the Buyer, and invested by the Deposit Holder with a Deposit Financial Institution, the Buyer is entitled to the interest on that other money; and
 - (i) subject to subclauses (f) to (h), no Party has any claim or right of action against the other arising from the termination, except in respect to any matter which arose before the termination.

14 Terms contract

14.1 When this clause applies

This clause 14 applies if the Contract is a Terms Contract but clauses 14.6 to 14.10 only apply if the Buyer is given possession of the Property before Settlement.

14.2 Right to pay Purchase Price

Subject to the Buyer giving not less than 10 Business Days prior notice in writing to the Seller, the Buyer may pay the full balance of the Purchase Price at any time earlier than the time for payment specified in the Contract.

14.3 Right to pay instalment of Purchase Price

- (a) Subject to subclauses (b) and (c), the Buyer may at any time pay to the Seller part of the Purchase Price outstanding.

- (b) Unless a payment in accordance with subclause (a) is the whole of the balance of the Purchase Price outstanding, any payment made in accordance with subclause (a), must be in the sum of \$1,000, or a multiple of \$1,000.
- (c) Any payment made in accordance with subclause (a) will:
 - (1) be treated as payment of the last instalment or instalments of the Purchase Price due under the Contract; and
 - (2) not affect the obligation of the Buyer to pay the next instalment of the Purchase Price on the due date for payment.

14.4 Obligation to pay balance of Purchase Price

- (a) If the Buyer fails:
 - (1) to pay any instalment of the Purchase Price due under the Contract, on the due date for payment; and
 - (2) to pay the instalment specified in subclause (a)(1), within the time specified in a Notice served on the Buyer under subclause (b),
- the whole of the balance of the Purchase Price, and all other money due under the Contract, is immediately due and payable by the Buyer to the Seller.
- (b) If the Buyer has failed to pay an instalment of the Purchase Price on the due date the Seller may serve Notice on the Buyer. The Notice must:
 - (1) specify particulars of the instalment of the Purchase Price which has not been paid on the due date; and
 - (2) require the Buyer to pay the instalment specified in subclause (b)(1) within the time specified in the Notice being not less than 10 Business Days after the service of the Notice.

14.5 Right to pay mortgagee

If the Land is subject to a mortgage:

- (a) subject to subclause (b), the Buyer may pay any instalment of the Purchase Price due under the Contract, to the mortgagee under the mortgage, in reduction of the amount owed under the mortgage;
- (b) the Buyer must give Notice to the Seller of any payment made by the Buyer in accordance with subclause (a);
- (c) an amount paid by the Buyer under subclause (a) is treated as payment of the instalment of the Purchase Price next due to be paid by the Buyer under the Contract;
- (d) the Seller authorises the Buyer to:
 - (1) obtain information from the mortgagee as to the amount owed under the mortgage; and
 - (2) pay any amount to the mortgagee, in reduction of the amount owing under the mortgage; and
- (e) the Seller authorises the mortgagee to:
 - (1) provide any information requested by the Buyer; and
 - (2) accept any amount paid by the Buyer in reduction of the account owing under the mortgage.

14.6 Insurance

- (a) The Buyer must from and including the Possession Date take out and maintain with an insurer authorised to operate under the Insurance Act in the names of:
 - (1) the Buyer;
 - (2) the Seller; and
 - (3) any mortgagee of the Land,
- for their respective rights and interests, the insurance specified in subclause (b).
- (b) The insurance required to be taken out and maintained under subclause (a) is:
 - (1) insurance in respect to each building and other improvement on the Land for full replacement value against damage or destruction by fire, storm, tempest, earthquake and any other risk as reasonably determined by the Seller of which Notice is given to the Buyer; and
 - (2) public liability insurance in respect to:
 - (A) the death or injury of a natural person; or
 - (B) damage to or destruction of property of other persons, in respect of any one incident, in the sum of \$20 million or any greater amount reasonably required by the Seller.
 - (c) The Buyer must:
 - (1) provide to the Seller a copy of each policy of insurance taken out in accordance with subclauses (a) and (b);
 - (2) not alter or vary the insurance taken out under subclauses (a) and (b), without prior written notification to the Seller and in the event of the substitution or variation of any insurance taken out, comply with subclauses (a), (b) and (c)(1); and
 - (3) provide proof to the Seller that the insurance is current.
 - (d) If the Buyer fails to:
 - (1) take out insurance as required under subclauses (a) and (b); or
 - (2) provide proof to the Seller that the insurance is current,
- the Seller may, without notice to the Buyer, and without being obliged to do so, take out and maintain the insurance required in accordance with subclauses (a) and (b).
- (e) If the Seller takes out and maintains insurance in accordance with subclause (d) the Buyer must pay to the Seller on demand:
 - (1) all cost incurred by the Seller in taking out and maintaining the insurance; and

- (2) interest, on that amount at the Prescribed Rate, from the date each cost was incurred, up to and including the date on which each cost, together with interest, is repaid to the Seller.
- (f) The rights of the Seller under subclause (d) do not affect the rights of the Seller arising on default, and in particular, under clause 24.

14.7 Insurance – Scheme Lot

- (a) Clause 14.6 does not apply if:
 - (1) the Property is a Scheme Lot; and
 - (2) the Buyer provides proof to the Seller that as at the Possession Date, the Scheme Corporation has taken out and is maintaining insurance in respect to each risk and for the liability specified in clause 14.6(b).
- (b) If subclause (a) applies, the Buyer must:
 - (1) if required by the Seller, immediately provide to the Seller a copy of each policy of insurance taken out by the Scheme Corporation;
 - (2) if the insurance taken out by the Scheme Corporation is altered or varied, provide to the Seller details of the altered or varied insurance immediately the Buyer becomes aware of the alteration or variation, and in particular, provide details of any substitute insurance taken out by the Scheme Corporation; and
 - (3) provide proof to the Seller that the Scheme Corporation insurance is current.
- (c) The Seller may, by Notice to the Buyer, require that the Buyer take out insurance which:
 - (1) is additional to the insurance taken out by the Scheme Corporation;
 - (2) is specified in the Notice from the Seller to the Buyer; and
 - (3) provides additional insurance in respect to each risk and the liability specified in clause 14.6(b).
- (d) If the Seller gives notice to the Buyer under subclause (c):
 - (1) the Buyer must take out and maintain the additional insurance; and
 - (2) clause 14.6 applies to the additional insurance.

14.8 Application of insurance proceeds

- (a) If, arising from an incident, money becomes payable under the insurance taken out and maintained under this clause 14, subclauses (b) and (c) will apply.
- (b) The Buyer must:
 - (1) subject to any requirement of a mortgagee, if a mortgage is registered over the Land; and
 - (2) at the option of the Seller, apply insurance proceeds arising from damage or destruction of a building or improvement on the Land in:
 - (A) repair, reinstatement or replacement of that building or improvement; or
 - (B) as a payment towards, or in full payment of the Purchase Price then outstanding.
- (c) The Buyer must apply any proceeds of a claim arising from public risk insurance as required by:
 - (1) the insurer; or
 - (2) the Seller, acting reasonably.
- (d) If the Property is a Scheme Lot:
 - (1) insurance in respect to the Property is covered by insurance taken out by the Scheme Corporation; and
 - (2) arising from an incident money becomes payable under insurance taken out and maintained by the Scheme Corporation, the insurance proceeds must be applied as required by the Scheme Corporation or otherwise in accordance with the Strata Titles Act or the Community Titles Act (as applicable).

14.9 General obligation - Property and Land

From and including the Possession Date, the Buyer must:

- (a) not:
 - (1) demolish, alter or add to any building or improvement which forms part of the Property; or
 - (2) remove from or add any soil or other material to the Land, except with the prior written approval of the Seller, which approval must not be unreasonably withheld;
- (b) keep the Property in good repair, having regard to the condition of the Property at the Possession Date;
- (c) promptly pay all Outgoings;
- (d) comply with the requirements of all laws, and with:
 - (1) any lease or licence of the Land from the State; and
 - (2) in the case of a Scheme Lot – any lease, licence or agreement, and every by-law applicable to that Scheme Lot; and
- (e) if the Property is, or includes, a farm or cultivated Land:
 - (1) maintain the farm; and
 - (2) cultivate that Land, in accordance with the best practice usually followed in the district in which the Land is situated.

14.10 Default – Seller may remedy

If the Buyer is in default of an obligation under clause 14.9:

- (a) subject to subclause (b), the Seller may, without:
 - (1) being obliged to do so; and
 - (2) any obligation to give any further notice to the Buyer, remedy that default;

- (b) except in the case of an emergency when this subclause (b) will not apply, the Seller may not exercise a right under subclause (a) unless:
 - (1) the Seller has served Notice on the Buyer:
 - (A) specifying the default of the Buyer; and
 - (B) requiring the Buyer to remedy the default within the reasonable time specified in the notice being not less than 10 Business Days after the service of the notice; and
 - (2) the Buyer fails to remedy the default within the time specified in the Notice;
- (c) for the purpose of exercising the right of the Seller under subclause (a), the Seller may enter on the Land:
 - (1) at a reasonable time except in the case of an emergency when the Seller may enter at any time; and
 - (2) with or without contractors and other persons, to undertake any relevant or necessary work;
- (d) the Buyer must pay to the Seller on demand each cost incurred by the Seller to remedy a default of the Buyer together with interest on each cost at the Prescribed Rate:
 - (1) from and including the date on which payment is made by the Seller; and
 - (2) up to but excluding the date on which the relevant amount, together with interest, is paid to the Seller; and
- (e) the rights of the Seller under subclause (a):
 - (1) do not affect any other right of the Seller arising from the default of the Buyer; and
 - (2) in particular, do not affect the rights of the Seller under clause 24.

14.11 Delivery of Transfer and title

- (a) Subject to subclause (b) and clause 3.10, on payment by the Buyer of all money owing to the Seller under the Contract, including any interest, the Seller must deliver to the Buyer the documentation specified in clause 3.10(a):
 - (1) at the time specified in the Contract; or
 - (2) if no time is specified, on the day which is 15 Business Days after the Seller receives payment in full of the balance of the Purchase Price and other money due under the Contract.
- (b) The documentation specified in subclause (a) must be delivered to the Buyer at:
 - (1) the place and time agreed between the Seller and the Buyer; and
 - (2) if not agreed in accordance with subclause (b)(1), then:
 - (A) on the day which is a Business Day; and
 - (B) at the time between 9.00am and 5.00pm; and
 - (C) at the place within the Perth CBD, specified by Notice from the Buyer to the Seller given not less than 3 Business Days before the day specified in subclause (a).

15 Error or Misdescription

15.1 Meaning of error or misdescription

An error or misdescription of the Property means an error or misdescription in the Contract relating to:

- (a) a physical structure or physical feature of the Property;
- (b) a boundary of the Property; or
- (c) the area of the Land.

15.2 No termination or delay in Settlement

Subject to this clause 15, an error or misdescription of the Property in the Contract does not:

- (a) entitle the Buyer to terminate the Contract; or
- (b) result in any right for the Buyer to delay Settlement.

15.3 Claim for compensation by Buyer

If the Buyer claims:

- (a) there has been an error or misdescription of the Property in the Contract; and
 - (b) to be entitled to compensation,
- the Buyer must give to the Seller a Notice which specifies the basis of the claim and compensation required by the Buyer not later than 10 Business Days after the Possession Date.

15.4 Claim for compensation lost

If the Buyer fails to give a Notice in accordance with clause 15.3, any right of the Buyer to claim compensation arising from an error or misdescription of the Property in the Contract ceases to apply.

15.5 Determination of claim and compensation

If the Buyer serves a Notice under clause 15.3, unless otherwise agreed in writing between the Seller and the Buyer within 15 Business Days of service of the Notice, any issue between the Seller and the Buyer as to:

- (a) whether there is an error or misdescription of the Property in the Contract; or
- (b) the amount of compensation payable by the Seller to the Buyer, must be determined by arbitration under clause 25.1.

16 No requisition on title for freehold land

If the Land is freehold land:

- (a) the Buyer is not entitled to give a requisition or objection to the Seller in respect to:
 - (1) the title of the Seller in respect to the Land; or
 - (2) the Property; and
- (b) the Seller is not obliged to provide a response to a requisition or objection by the Buyer in respect to:
 - (1) the title of the Seller in respect to the Land; and
 - (2) the Property.

17 Cost and duty

17.1 Legal and other cost

The Parties must pay their own legal and any other cost and expense in connection with:

- (a) the Contract; and
- (b) Settlement.

17.2 Duty

The Buyer must pay Duty on the Contract and the Transfer.

17.3 Registration fee

The Buyer must pay the registration fee on the Transfer.

17.4 Default cost

- (a) A Party in default under the Contract must pay to the other Party all cost and expense incurred by the other Party arising from the default.
- (b) Cost and expense specified in subclause (a) which has been determined before Settlement must be paid on Settlement.
- (c) If some or all of the cost and expense specified in subclause (a) is not paid on Settlement that cost and expense must be paid, after Settlement, on demand by the Party entitled to payment.
- (d) A Party may not refuse to complete Settlement because:
 - (1) a Party liable; or
 - (2) alleged to be liable,to pay cost and expense under this clause 17.4 does not pay that cost and expense at Settlement.

18 GST

18.1 Purchase Price does not include GST

Unless otherwise stated in the Contract, the Buyer is not required to pay to the Seller any amount in addition to the Purchase Price for GST.

18.2 Margin Scheme

Unless otherwise stated in the Contract, the Seller must not apply the Margin Scheme in respect to the sale of the Property.

18.3 GST to be paid on Purchase Price

If the Contract provides that GST must be paid in addition to the Purchase Price, at Settlement:

- (a) the Buyer must, in addition to the Purchase Price, pay the GST on the Purchase Price and any other consideration payable under the Contract; and
- (b) the Seller must provide a Tax Invoice to the Buyer.

18.4 GST on damages

- (a) If:
 - (1) a Successful Party becomes entitled to damages as a result of default under the Contract; and
 - (2) the Successful Party is liable to pay GST on the damages,the Payment Party must pay to the Successful Party the GST payable by the Successful Party on the damages at the same time as the Payment Party must pay the damages to the Successful Party.
- (b) If subclause (a) applies, the Successful Party must, on payment of the damages, provide a Tax Invoice to the Payment Party.
- (c) This clause 18.4 applies whether or not GST is payable on the Purchase Price.

19 Depreciation and Capital Works Deduction

19.1 Price of Depreciating Asset in Contract

If:

- (a) a Depreciating Asset forms part of the Property; and
- (b) the price of that Depreciating Asset has been specified in the Contract, the price of the Depreciating Asset as specified in the Contract is the sale price of that Depreciating Asset for the purposes of the Income Tax Act.

19.2 Price of Depreciating Asset not specified in Contract

If:

- (a) a Depreciating Asset forms part of the Property; and
- (b) the price of the Depreciating Asset has not been specified in the Contract, the sale price of that Depreciating Asset for the purposes of the Income Tax Act is the adjustable value of that Depreciating Asset for the purposes of the Income Tax Act as determined at Settlement.

19.3 Capital Works Deduction

- (a) If the Property includes capital works which give rise to a Capital Works Deduction the Seller must give the Buyer a written notification within 20 Business Days after Settlement specifying the information necessary to enable the Buyer to claim any remaining Capital Works Deduction.
- (b) The written notification under subclause (a) must comply with Section 262A (4A) of the Income Tax Act.

20 Registration of Transfer

20.1 Registration

No later than 3 Business Days after Settlement, the Buyer must lodge:

- (a) the Transfer; and
 - (b) every other document required to enable the Transfer to be registered at Landgate,
- and must then use best endeavours to ensure that the Transfer is registered as soon as possible.

20.2 Seller to cooperate

- (a) The Seller must immediately do everything reasonably requested by the Buyer to enable the Transfer to be accepted and registered at Landgate.
- (b) The Seller's obligation in subclause (a) survives Settlement.

20.3 Landgate requisition

- (a) If a requisition notice is issued by Landgate relating to the registration of:
 - (1) the Transfer; or
 - (2) any other document which is lodged for registration with the Transfer,the Seller and the Buyer must immediately do everything reasonably necessary to satisfy the requirements of the requisition notice.
- (b) If a requisition notice is issued by Landgate in respect to a document prepared by or on behalf of the Seller, the Seller must, not later than 3 Business Days before the time for payment prescribed by Landgate:
 - (1) pay to the Buyer the fee required by Landgate in respect to that requisition notice; or
 - (2) pay direct to Landgate the fee required by Landgate in respect to that requisition notice and provide a copy of the receipt for the payment issued by Landgate to the Buyer.
- (c) If the requisition notice issued by Landgate relates to a document prepared by or on behalf of the Buyer, the Buyer must pay to Landgate the fee required by Landgate in respect to the requisition notice issued in respect to that document by Landgate not later than 3 Business Days before the time for payment prescribed by Landgate.

21 Notice

21.1 Requirements for Notice

A notice to be given under the Contract must be:

- (a) in writing; and
- (b) in the English language; and
- (c) signed by the Party giving it or that Party's Representative.

21.2 Service generally

Subject to clauses 21.3 to 21.6, a Notice is treated as having been duly given to a Party if served:

- (a) on a Party which is not a company
 - (1) by delivering the Notice to the Party personally; or
 - (2) by posting the Notice to the Party at the Party's address specified in the Contract; and
- (b) on a Party which is a company
 - (1) by delivering the Notice to the company at its registered office;
 - (2) by posting the Notice to the company at its address specified in the Contract or at its registered office; or
 - (3) in accordance with Section 109X of the Corporations Act.

21.3 Service - Representative

If a Representative acts for a Party:

- (a) a Notice served on that Representative in accordance with this clause 21 is treated for all purposes as if the Notice had been served on that Party; and
- (b) a Notice given by that Representative in accordance with this clause 21 is treated for all purposes as if the Notice had been given by that Party.

21.4 Service by facsimile or email

- (a) If a facsimile number or email address is specified in the Contract or by a Party or a Representative as the facsimile number or email address of that Party or Representative:
 - (1) a Notice to the relevant Party or the Representative may be transmitted by facsimile to the specified facsimile number or sent by email to the specified email address;
 - (2) a Notice transmitted by facsimile is treated as served:
 - (A) on the day on which it is transmitted but if it is transmitted after 4.00pm or on a day which is not a Business Day it is treated as having been served on the next Business Day; and
 - (B) when the facsimile machine which transmits the Notice prints an acknowledgment that every page comprising that Notice has been transmitted to the specified facsimile number; and

- (3) a Notice sent by email is treated as served when:
 - (A) it is sent unless the sender receives a return email to the effect that the email was not transmitted successfully; and
 - (B) on the day on which it is sent but if the email is sent by the sender on a day which is not a Business Day or after 5.00 pm (addressee's time), it is treated as having been given on the next Business Day,and the Parties consent to a Notice being given by email.

- (b) If:
 - (1) a Party has a Representative; and
 - (2) the Representative or Party includes in correspondence to the other Party or the Representative of the other Party, details of the facsimile number or email address of that Party or Representative,then:
 - (3) the facsimile number or email address so specified is, subject to subclause (c), treated as the facsimile or email address for that Party or the Representative of that Party; and
 - (4) subclause (a) applies as if that facsimile number or email address is specified in the Contract, or has been specified by a Party or the Representative of that Party as the facsimile number or email address of that Party or Representative.
- (c) Subclause (b) does not apply if a Party or Representative specified in subclause (b) gives Notice to the other Party or the Representative of that other Party that the facsimile number or email address specified in the correspondence is not the facsimile number or email address of the Party or Representative.

21.5 Service when Notice posted

A Notice which has been posted is treated as served on the third Business Day after the date on which the Notice is posted.

21.6 Change of address

- (a) A Party may by Notice to each other Party change:
 - (1) the Representative of that Party;
 - (2) the address of that Party; or
 - (3) the address of that Party's Representative;
 - (4) a specified facsimile number; or
 - (5) a specified email address.
- (b) If a Notice is given under subclause (a) each subsequent Notice to the Party concerned must be served as applicable:
 - (1) on the new Representative of the Party, and
 - (2) at any new address, new specified facsimile number or new specified email address.

22 Time of Essence

Subject to clause 23, time is of the essence in relation to the Contract.

23 Default Notice

23.1 Requirement for Default Notice

Neither Party may terminate the Contract as a result of the other Party's default nor may the Seller forfeit any money paid by the Buyer or retake possession of the Property because of the default of the Buyer, unless:

- (a) the Non Default Party gives a Default Notice to the Default Party; and
- (b) the Default Party fails to remedy the default within the time required under the Default Notice.

23.2 No limit on right to issue further Notice

The giving of a Default Notice under clause 23.1 does not prevent the Non Default Party from giving a further Default Notice.

23.3 No Default Notice required for repudiation

Clause 23.1 does not apply if the Default Party repudiates the Contract.

24 Default

24.1 Buyer Default

If the Buyer:

- (a) is in default under the Contract and has failed to comply with a Default Notice; or
 - (b) repudiates the Contract,
- the Seller has each right in clause 24.2, in addition to any other right or remedy of the Seller.

24.2 Seller right on default or repudiation

If clause 24.1 applies, the Seller may:

- (a) affirm the Contract and sue the Buyer for damages for default;
- (b) affirm the Contract and sue the Buyer for:
 - (1) specific performance of the Contract; and
 - (2) damages for default in addition to or instead of specific performance;
- (c) subject to clause 23.1, retake possession of the Property;
- (d) subject to clause 23.1, terminate the Contract by Notice to the Buyer, but only if the Default Notice given under clause 23.1 includes a statement that if the default is not remedied within the time specified in the Default Notice, the Contract may be terminated; or
- (e) if the Buyer repudiates the Contract, terminate the Contract by Notice to the Buyer.

24.3 Further Seller right on termination

If the Seller terminates the Contract under clause 24.2(d) or 24.2(e), the Seller may, subject to the further provisions of this clause 24, elect to exercise any one or more of the following:

- (a) forfeit the Deposit;
- (b) sue the Buyer for damages for default;
- (c) resell the Property.

24.4 Deposit exceeds 10% of Purchase Price

If the Deposit exceeds 10% of the Purchase Price:

- (a) the Seller may under clause 24.3 forfeit only that part of the Deposit which does not exceed 10% of the Purchase Price; and
- (b) any money paid by the Buyer in excess of 10% of the Purchase Price, is to be treated as a payment of an Instalment for the purposes of this clause 24 only.

24.5 Resale

If the Seller resells the Property in accordance with clause 24.3(c), the Seller:

- (a) is not required to give notice of the resale to the Buyer; and
- (b) has the discretion, acting reasonably, to determine the manner of resale and the terms and conditions applicable to the resale.

24.6 Resale within 12 months

If:

- (a) settlement of the resale of the Property occurs within 12 months after the Seller terminates the Contract; and
- (b) after taking into account the costs and expenses and the proceeds of the resale and the amount of the Deposit which has been forfeited, the amount held by the Seller:
 - (c) is less than the Purchase Price, the Buyer must pay to the Seller, as liquidated damages, the difference between the amount held by the Seller and the Purchase Price; or
 - (d) exceeds the Purchase Price, the excess belongs to the Seller.

24.7 Terms Contract

If:

- (a) the Contract is a Terms Contract; and
- (b) there is a surplus in accordance with clause 24.6(d); and
- (c) the Buyer had possession of the Property for more than 12 months before the termination of the Contract,

the Seller must pay the surplus to the Buyer, without interest.

24.8 Interest to Seller

Whether or not Settlement of the resale occurs within 12 months after the Seller terminates the Contract, any interest:

- (a) accrued on the Deposit; or
- (b) on any Instalment paid by the Buyer, belongs to the Seller.

24.9 Instalment

If the Seller:

- (a) terminates the Contract; and
- (b) holds an Instalment,

the Seller may hold the Instalment pending:

- (c) a resale of the Property; or
- (d) determination of a claim for damages.

24.10 Sale within 12 months

If the Seller:

- (a) holds an Instalment in accordance with clause 24.9; and
- (b) resells the Property within 12 months of termination of the Contract, the Seller may apply the whole or part of the Instalment to liquidated damages determined in accordance with clause 24.6.

24.11 Payment after 12 months

Subject to clauses 24.10 and 24.12, the Seller must pay to the Buyer, without interest, any Instalment held by the Seller after 12 months following the termination of the Contract.

24.12 Finalisation of proceedings

If:

- (a) the Seller has instituted proceedings against the Buyer for damages, following termination of the Contract; and
- (b) the action for damages has not been finalised within 12 months following the termination of the Contract,

the Seller may hold any Instalment pending the final determination of the action for damages against the Buyer.

24.13 Payment after finalisation

After determination of the action for damages the Seller:

- (a) may apply the whole or part of the Instalment towards any judgment for damages and costs awarded by the court; but
- (b) must pay any surplus, after application of the Instalment towards the judgment and costs, to the Buyer, without interest.

24.14 Seller default

If the Seller:

- (a) is in default under the Contract and has failed to comply with a Default Notice; or
 - (b) repudiates the Contract,
- the Buyer has each right in clause 24.15, in addition to any other right and remedy of the Buyer.

24.15 Buyer right on default or repudiation

If clause 24.14 applies, the Buyer may:

- (a) affirm the Contract and sue the Seller for damages for default;
- (b) affirm the Contract and sue the Seller for:
 - (1) specific performance of the Contract; or
 - (2) damages for default in addition to or instead of specific performance;
- (c) subject to clause 23.1, terminate the Contract by Notice to the Seller, but only if the Default Notice given under clause 23.1 includes a statement that if the Default is not remedied within the time specified in the Default Notice, the Contract may be terminated; or
- (d) if the Seller repudiates the Contract, terminate the Contract by Notice to the Seller.

24.16 Further Buyer right on termination

If the Buyer terminates the Contract under clause 24.15(c) or 24.15(d):

- (a) the Deposit, and any other money paid by the Buyer under the Contract, must be promptly repaid to the Buyer;
- (b) if the Deposit and any other money paid under the Contract by the Buyer has been paid to the Seller, the Seller must promptly repay the Deposit and, if applicable, that other money to the Buyer;
- (c) if the Deposit has been invested with a Deposit Financial Institution in accordance with clause 1.9, the Buyer is entitled to the interest earned on the Deposit;
- (d) if any other money paid by the Buyer under the Contract to the Deposit Holder in addition to the Deposit has been invested by the Deposit Holder with a Deposit Financial Institution, the Buyer is entitled to the interest on that other money invested; and
- (e) except for any money paid to the Deposit Holder by the Buyer under the Contract, the Seller must, on demand, pay to the Buyer interest on any money paid by the Buyer under the Contract at the Prescribed Rate, calculated:
 - (1) from and including the date of payment by the Buyer; and
 - (2) up to, but excluding the date on which the money is repaid to the Buyer.

24.17 Legal cost on termination

If the Termination Party terminates the Contract as a result of:

- (a) the default of; or
- (b) the repudiation by,

the Terminated Party, the Terminated Party must pay to the Termination Party all legal cost incurred by the Termination Party in respect to the termination of the Contract arising from that default or that repudiation.

24.18 Rule in *Bain v Fothergill* excluded

The rule of law known as the rule in *Bain v Fothergill*, which limits the damages recoverable from a Seller incapable of making good title, does not apply to the Contract.

25 General

25.1 Arbitration

If anything in relation to the Contract is to be determined by arbitration:

- (a) the arbitrator is to be a person jointly appointed by the Parties, or, if they cannot agree, by the President of the Real Estate Institute of Western Australia (Inc) at the request of either Party;
- (b) the Commercial Arbitration Act 1985 (WA) applies; and
- (c) a Party may be represented by a Legal Practitioner at any arbitration proceedings.

25.2 Contract takes priority

If there is a provision in the Contract which is inconsistent with a provision of this document, the provision in the Contract takes priority to the extent necessary to remove the inconsistency.

25.3 No merger

Insofar as any obligation under the Contract remains to be complied with after Settlement, that obligation and the relevant provisions relating to that obligation survive Settlement and continue to be enforceable despite Settlement having taken place.

26 Definitions and interpretation

26.1 Definitions

In this document, unless otherwise stated:

Access Device means:

- (a) each key and security device; and
- (b) written details of each code for any security system which enables access to the Property.

Act means an act of Parliament.

Assessment means an assessment issued by State Revenue of the amount of Duty payable on the Contract.

Authority means any governmental, statutory or other public body or authority including a local government.

Bank Cheque means a cheque drawn on itself by a Financial Institution.

Business Day means any day except a Saturday, Sunday or public holiday in Western Australia.

Buyer means each person so specified in the Contract.

Capital Works Deduction means a deduction allowed under Division 43 of the Income Tax Act.

Certificate of Duty means the State Revenue Certificate of payment of Duty generated through Revenue Online.

Certificate of Title means the Certificate of Title held by Landgate.

Clearance Certificate means a current certificate issued by the Commissioner of Taxation under section 14-220 of Schedule 1 to the Tax Administration Act that applies to the Seller (and if the Seller consists of more than one person, to each person who comprises the Seller) in respect of the sale of the Property.

Commissioner of State Revenue means the Commissioner of State Revenue specified in section 6 of the *Taxation Administration Act 2002* (WA).

Commissioner has the meaning given in the Tax Administration Act.

Contaminated Sites Act means the *Contaminated Sites Act 2003* (WA).

Contract means the contract between the Seller and the Buyer in which this document is incorporated and includes this document.

Contract Date means the date on which the last Party to sign the Contract signs it.

Corporations Act means the *Corporations Act 2001* (Commonwealth).

Crown Reservation means any of:

- (a) a reservation as defined in Section 3(1) of the Land Administration Act;
- (b) a covenant registered in accordance with Section 15 of the Land Administration Act;
- (c) a limitation, interest, encumbrance or notification recorded on a transfer of crown land in fee simple in accordance with the Land Administration Act; and
- (d) a reservation or clause contained in the Crown Grant of the Land.

Default Notice means a notice which:

- (a) specifies the default of a Party under the Contract;
- (b) requires the Party in default to remedy the default:
 - (1) within 10 Business Days after the date the notice is duly given or;
 - (2) within any longer period specified in the Notice; or
 - (3) if the Contract is a Terms Contract, within the time specified in Section 6(2) of the Sale of Land Act.

Default Party means a Party who the Non Default Party contends is in default under the Contract.

Deposit means money paid or payable under the Contract, as a deposit.

Deposit Claimant means a Party who issues a Deposit Holder Notice.

Deposit Financial Institution means a Financial Institution with which, if applicable:

- (a) the Seller Agent is authorised to invest trust money in accordance with the Real Estate Act;
- (b) the Seller Representative, being a Legal Practitioner, is authorised to invest trust money in accordance with the Legal Practitioners Act; and
- (c) the Seller Representative, being a Settlement Agent, is authorised to invest trust money in accordance with the Settlement Agents Act.

Deposit Holder means as applicable:

- (a) the Seller Agent or the Seller Representative to whom the Deposit is paid; and
- (b) if clause 1.3(b) or 1.4 applies the Legal Practitioner, Real Estate Agent or Settlement Agent who holds the Deposit.

Deposit Holder Notice means a Notice from the Deposit Claimant that:

- (a) specifies the Contract has been terminated;
- (b) states the basis on which it is contended that the Contract has been terminated;
- (c) states that the Deposit Holder is required to pay the Deposit to the Deposit Claimant; and
- (d) if the Deposit Respondent disputes that:
 - (1) the Contract has been terminated; or
 - (2) the Deposit should be paid to the Deposit Claimant,states that the Deposit Respondent must give Notice to the Deposit Claimant and the Deposit Holder within 5 Business Days of service of the Deposit Holder Notice as specified in clause 1.2.

Deposit Respondent means the party who is not the Deposit Claimant.

Depreciating Asset means an asset as defined in the Income Tax Act, except for an asset which attracts a Capital Works Deduction.

Depreciable Item means an item which is subject to depreciation under the Income Tax Act.

Dollars and **\$** means Australian dollars.

Duplicate Certificate of Title means the duplicate of the Certificate of Title issued by Landgate.

Dutiable Value has the same meaning as dutiable value in section 9 of the Duties Act.

Duties Act means the *Duties Act 2008* (WA).

Duty means duty payable under the Duties Act.

Duty Endorsed means an endorsement that:

- (a) Duty has been paid on the Contract or the Transfer; or
- (b) if applicable, the Contract and the Transfer are exempt from Duty, and in particular has the same meaning as duty endorsed as defined in the Duties Act.

Electricity Extension Scheme means the scheme established by Western Power known as the Contributory Extension Scheme under which Western Power agreed to construct an extension to the electricity supply to supply electricity to the Property.

Electricity Scheme Agreement means:

- (a) the agreement entered into with Western Power under which electricity was provided to the Property under the Electricity Extension Scheme; and
- (b) includes, if applicable, the agreement between the Seller and Western Power under which the Seller assumed the obligations of a former owner of the Property under an agreement as specified in subclause (a).

Encumbrance means a mortgage, easement, restrictive covenant, Title Restriction, caveat, Memorial and Rate Encumbrance and includes any right and interest which a person has in relation to the Property.

Financial Institution means a financial institution as defined in Section 3 of the *Cheques Act 1986* (Commonwealth).

Financial Year means each period commencing on 1 July in a year and ending on 30 June in the next succeeding year.

Future Lot Contract means a 'future lot contract' as defined in the Sale of Land Act.

Future Rate Outgoing means an Outgoing:

- (a) in respect to the Land; and
- (b) for which, as at Settlement an assessment has not been issued by an Authority in respect to the relevant Financial Year if the Outgoing is required to be adjusted at Settlement under the Contract.

GST means the goods and services tax payable under the GST Act.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Commonwealth).

In Order for Dealing means that the Subdivision Plan has been initialled by an Inspector:

- (a) as being in order for dealing; and
- (b) in particular, as in order to enable the issue of a separate Certificate of Title for the Lot.

Income Tax Act means:

- (a) the Income Tax Assessment Act 1936 (Commonwealth); and
- (b) the Income Tax Assessment Act 1997 (Commonwealth).

Inspector means an officer of Landgate authorised to sign a Subdivision Plan as being In Order for Dealing.

Instalment means any money paid by the Buyer under the Contract in excess of the Deposit.

Instituted means, in relation to court proceedings, that:

- (a) a Party has commenced proceedings in a court; and
- (b) the originating process which commences those proceedings, has been served on the other Party.

Insurance Act means the *Insurance Act 1973* (Commonwealth).

Interest Amount means the amount specified in the Interest Notice.

Interest Default Party means the party who the Interest Party claims is liable to pay interest or compensation under clause 4.1 to 4.5.

Interest Notice means a notice from the Interest Party to the Interest Default Party in which the Interest Party claims interest or compensation from the Interest Default Party under clause 4.6.

Interest Party means a party who claims to be entitled to interest or compensation under clause 4.1 to 4.5.

Land means the land which the Seller has agreed to sell to the Buyer as described in the Contract including all improvements and other fixed improvements on that land.

Land Administration Act means the *Land Administration Act 1997* (WA).

Landgate means the Western Australian Land Information Authority established under the *Land Information Authority Act 2006* (WA).

Land Tax means land tax payable under the Land Tax Act and includes, if applicable, Metropolitan Region Improvement Tax.

Land Tax Act means the *Land Tax Act 2002* (WA).

Lease means a lease or tenancy agreement in respect to the Property.

Legal Practitioner means an Australian legal practitioner or a law practice (as the context requires) as those terms are defined in the Legal Profession Act.

Legal Profession Act means the *Legal Profession Act 2008* (WA).

Loss includes a claim, judgment, order, financial loss, damages and costs.

Lot has the same meaning as the definition of lot in the Planning and Development Act.

Margin Scheme means the scheme described in Division 75 of the GST Act as the margin scheme.

Memorial means a Memorial lodged under an Act.

Metropolitan Region Improvement Tax means Metropolitan Region Improvement Tax as defined in the *Metropolitan Region Improvement Tax Act 1959* (WA).

Non Default Party means a Party who contends that another Party is in default under the Contract.

Notice means a notice as specified in clause 21.1.

Original Land means the land of which the Lot forms part.

Outgoing means:

- (a) all rates, taxes, charges (including fixed charges) and other similar expenses payable in relation to the Property (whether periodically or not); and
- (b) if the Land or any part is a Scheme Lot:
 - (1) each Scheme Contribution; and
 - (2) any money payable periodically under a lease, licence or other agreement referred to in clause 10.7,

but does not include a tax specified in the Income Tax Act, GST and Duty.

Party means, as the case requires, either the Seller or the Buyer, or both the Seller and the Buyer.

Payment Party means the Party who is liable to pay damages or other money to the Successful Party arising from default under the Contract.

Perth CBD means the area in or adjoining the City of Perth bounded by Riverside Drive, the Mitchell Freeway, Roe Street, Fitzgerald Street, Newcastle Street, Lord Street, Wellington Street and Plain Street, including both sides of each street or road.

Planning and Development Act means the *Planning and Development Act 2005* (WA).

Planning Commission means the Western Australian Planning Commission.

Possession Date means the date that is the earlier of:

- (a) the date Settlement occurs; and
- (b) the date on which the Buyer is given possession of the Property.

PPSA means the *Personal Property Security Act 2009* (Commonwealth).

PPSR PPSR means the register established and maintained pursuant to the PPSA and the PPS Regs.

PPS Regs means the *Personal Property Securities Regulations 2010* (Commonwealth).

Prescribed Rate means 9% per annum calculated daily.

Property means the Land and any Property Chattels.

Property Chattels means all items of property, except the Land and anything which forms part of the Land, which the Seller has agreed to sell to the Buyer under the Contract.

Property Condition Report means a report prepared by a Real Estate Agent or other person which records the condition of the premises the subject of a Lease:

- (a) as at the date of commencement of that Lease; or
- (b) at any time after the commencement of the Lease.

Purchase Price means the price payable for Property stipulated in the Contract.

Rate Encumbrance means a charge:

- (a) created over the Land by an Act; and
- (b) which arises from an Unpaid Rate Outgoing.

Real Estate Act means the *Real Estate and Business Agents Act 1978* (WA).

Real Estate Agent means a person who is:

- (a) defined in the Real Estate Act as a real estate agent; and
- (b) is licensed as a real estate agent under the Real Estate Act.

Remediated Site means the Land has been classified under the Contaminated Sites Act as 'remediated for restricted use' or 'contaminated - restricted use'.

Remediated Site Memorial means a Memorial lodged against the Land under the Contaminated Sites Act which classifies the Land under the Contaminated Sites Act as: 'remediated for restricted use' or 'contaminated - restricted use'.

Rent means rent and other money payable by a Tenant under a Lease.

Rent Period means each period under the Lease in respect to which the is required to pay Rent.

Representative means a person who is either a Legal Practitioner or a Settlement Agent and who has been appointed to act for a party in relation to the Contract or Settlement.

Residential Tenancies Act means the *Residential Tenancies Act 1987* (WA).

Restricted Use means the restriction on the use of the Land imposed under the Contaminated Sites Act.

Revenue Online also known as ROL means the system developed by State Revenue which enables Duty to be assessed and paid electronically.

Sale of Land Act means the Sale of Land Act 1970 (WA).

Seller means each person so specified in the Contract.

Seller Agent means a Real Estate Agent appointed to act on behalf of the Seller in respect to the sale of the Property.

Settlement means the completion of the sale and purchase of the Property in accordance with clause 3.

Settlement Agent means a person licensed as a settlement agent under the Settlement Agents Act.

Settlement Agents Act means the *Settlement Agents Act 1981* (WA).

Settlement Date means the date each Party must complete Settlement:

- (a) under clause 3.5; and
- (b) any other relevant provision of this document or of the Contract.

Specified Encumbrance means an Encumbrance specified in the Contract as subject to which the Property will be transferred.

State means the State of Western Australia.

State Administrative Tribunal means the Tribunal known as the State Administrative Tribunal established by the *State Administrative Tribunal Act 2004* (WA).

State Revenue means the office established by the Commissioner of State Revenue and known as the Office of State Revenue.

Subdivision Lot means the Land which is not a Lot, a Proposed Strata Lot or a Proposed Community Lot and which is the subject of the Contract.

Subdivision Land means the land which at the commencement of the Financial Year in which the Possession Date occurs:

- (a) includes the Land; and
- (b) from which, following subdivision, the Land is created as a separate Lot.

Subdivision Plan means a deposited plan which includes the Lot including if applicable, a Scheme Plan which includes the Proposed Strata Lot or the Proposed Community Lot (as applicable).

Successful Party means the party who is entitled to damages or other money from another party arising from default under the Contract.

Tax Administration Act means the *Taxation Administration Act 1953* (Commonwealth).

Tax Invoice includes any document or record treated by the Commissioner of Taxation for GST purposes:

- (a) as a tax invoice; or
- (b) as a document entitling a recipient to an input tax credit.

Tenant means a person who is a tenant under a Lease.

Tenant Bond means:

- (a) money paid by the Tenant as a bond in respect to each obligation of the Tenant under a Lease; and
- (b) any other security provided by the Tenant under a Lease.

Terminated Party means the Seller or the Buyer who is not the Termination Party.

Termination Party means the Seller or the Buyer who has terminated the Contract as a result of the default of the Terminated Party under the Contract or the repudiation by the Terminated Party of the Contract.

Terms Contract means a terms contract as defined in the Sale of Land Act.

Threshold Amount means the amount which is set out in section 14-215(1)(a) of Schedule 1 to the Tax Administration Act for the purposes of an excluded transaction under that section.

Title Notification means:

- (a) any notification under Section 70A of the Transfer of Land Act; or
- (b) any notification under Section 165 of the Planning and Development Act, and which applies in respect to the Land.

Title Restriction means a Crown Reservation and a Title Notification.

Transaction Summary means the summary generated through Revenue Online which specifies:

- (a) the date the Contract was lodged on Revenue Online;
- (b) the Dutiable Value;
- (c) the date of assessment; and
- (d) the Duty assessed.

Transfer means the instrument required to transfer the Land to the Buyer in a form acceptable for registration by Landgate, subject to signing by all Parties.

Transfer of Land Act means the *Transfer of Land Act 1893* (WA).

Underground Power Rate means the charge, rate or other payment required from the owner of the Property by an Authority in relation to the provision of underground power.

Unpaid Rate Outgoing means an Outgoing in respect to the Land which, as at Settlement, is:

- (a) the subject of an assessment by an Authority; and
- (b) unpaid,

and is required to be adjusted under the Contract in relation to the Financial Year in which Settlement takes place.

Variation Notice means a written notice issued by the Commissioner under section 14-235 of the Tax Administration Act to vary the amount otherwise payable by the Buyer under section 14-200 of the Tax Administration Act.

Water Corporation means the statutory body corporate established under the *Water Corporation Act 1995* (WA).

Western Power means the statutory body corporate known as Western Power established under the *Electricity Corporation Act 1994* (WA).

Withholding Amount means the amount which the Buyer is required by section 14-200 of Schedule 1 to the Tax Administration Act to pay to the Commissioner in respect of the purchase of the Property.

26.2 Definitions - Strata and Community Titles Schemes

In this document, unless otherwise stated:

Administrative Fund Contribution means the normal and regular contribution levied by the Scheme Corporation:

- (a) if the Property is a Strata Lot or a Proposed Strata Lot - under Section 100(1) of the Strata Titles Act; or
- (b) if the Property is a Community Lot or a Proposed Community Lot - under Section 85(1) of the Community Titles Act,

in respect to the registered proprietor in respect of the Scheme Lot in relation to:

- (c) the control and management of the common property;
- (d) the payment of any premiums of insurance; and
- (e) the discharge of any other obligation of the Scheme Corporation.

Community Lot means the lot shown on a Community Scheme Plan the subject of the Contract.

Community Regulations means the Community Titles Regulations 2021 (WA).

Community Scheme Plan means a scheme plan (as defined in the Community Titles Act) if:

- (a) in the case of a Community Lot, the community plan has been registered at Landgate; or
- (b) in the case of a Proposed Community Lot, the community plan has not been registered at Landgate.

Community Titles Act means the Community Titles Act 2018 (WA).

Community Titles Scheme means the community titles scheme as defined in the Community Titles Act which applies in respect to the lots and common property which form part of the Community Scheme Plan.

Proposed Community Lot means a Lot shown on a Community Scheme Plan which on the Contract Date has not been registered at Landgate, the subject of the Contract

Proposed Strata Lot means a Lot shown on a Strata Scheme Plan which on the Contract Date has not been registered at Landgate, the subject of the Contract

Reserve Fund Contribution means a contribution levied by:

- (a) if the Property is a Strata Lot or a Proposed Strata Lot - the Scheme Corporation under Section 100(2) of the Strata Titles Act; or

- (a) if the Property is a Community Lot or a Proposed Community Lot - the Scheme Corporation under Section 85(1) of the Community Titles Act,

in respect to the registered proprietor of the Scheme Lot for a reserve fund for the purpose of accumulating funds to meet:

- (c) contingent expenses other than those of a routine nature; and
- (d) other major expenses of the Scheme Corporation likely to arise in the future.

Scheme Contribution means:

- (a) an Administrative Fund Contribution; and
- (b) a Reserve Fund Contribution.

Scheme Corporation means:

- (a) if the Property is a Strata Lot or a Proposed Strata Lot - the strata company as defined in the Strata Titles Act which applies in respect to the Strata Lot or Proposed Strata Lot; or
- (b) if the Property is a Community Lot or a Proposed Community Lot - the community corporation as defined in the Community Titles Act which applies in respect to the Community Lot or Proposed Community Lot.

Scheme Lot means a Strata Lot or a Community Lot (as applicable).

Scheme Plan means a Strata Scheme Plan or a Community Scheme Plan (as applicable).

Section 102(6)(b) Strata Notice means a notice concerning the purpose of and the amount of expenditure proposed for the Strata Titles Scheme as specified in Section 102(6)(b) of the Strata Titles Act.

Strata/Community Scheme means a Strata Titles Scheme or a Community Titles Scheme (as applicable).

Strata Lot means the lot shown on a Strata Scheme Plan the subject of the Contract.

Strata Regulations means the Strata Titles (General) Regulations 2019 (WA).

Strata Scheme Plan means a strata plan or survey-strata plan (as those terms are defined in the Strata Titles Act) if:

- (a) in the case of a Strata Lot, the strata plan or survey-strata plan has been registered at Landgate; or
- (b) in the case of a Proposed Strata Lot, the strata plan or survey-strata plan has not been registered at Landgate.

Strata Titles Act means the *Strata Titles Act 1985* (WA)

Strata Titles Scheme means the strata titles scheme as defined in the Strata Titles Act which applies in respect to the lots and common property which form part of the Strata Scheme Plan.

26.3 Strata Titles Act

Words which:

- (a) are not defined in clause 26.1 or 26.2; but
 - (b) are defined in the Strata Titles Act,
- have the meaning given in the Strata Titles Act.

26.4 Community Titles Act

Words which:

- (a) are not defined in clause 26.1 or 26.2; but
 - (b) are defined in the Community Titles Act,
- have the meaning given in the Community Titles Act.

26.5 GST Act

Words which:

- (a) are not defined in clause 26.1; but
 - (b) are defined in the GST Act,
- have the meaning given in the GST Act.

26.6 PPSA

Words which:

- (a) are not defined in clause 26.1; but
 - (b) are defined in the PPSA,
- have the meaning given in the PPSA.

26.7 Citation – 2022 General Conditions

This Joint Form of General Conditions for the Sale of Land 2022 Revision may be cited as the '2022 General Conditions'.

26.8 Interpretation

In this document and the Contract, unless the context otherwise requires:

- (a) the Seller and the Buyer must:
 - (1) comply with their respective obligations under the Contract; and
 - (2) not assign or transfer the Contract or any right under the Contract to a third party without the prior written consent of the other;
- (b) subject to subclause (a), each reference to the Seller and the Buyer includes as applicable:
 - (1) the successors of a company or corporation; and
 - (2) each legal personal representative of the Seller and the Buyer;
- (c) reference to an Authority includes a reference to:
 - (1) an officer of that Authority; and
 - (2) any other Authority and any officer of that other Authority which performs the same or a similar function to the Authority;
- (d) reference to a thing includes the whole and any part of that thing;
- (e) reference to the singular includes the plural and vice versa;
- (f) headings to clauses do not affect the interpretation of the Contract or this document;
- (g) if the Buyer or the Seller and any other person who is a Party consists of more than one person, then each of the two or more persons are liable both jointly and severally;
- (h) reference to a person includes reference to:
 - (1) a natural person;
 - (2) a company; and
 - (3) a body corporate constituted under any Act;
- (i) if something must be done by or on a day which is not a Business Day, the day by or on which that thing must be done is the next Business Day;
- (j) if a period of time is required to be calculated from or after a specific day, or from or after a day on which a specific event occurs, that day must not be included in the period;
- (k) if a period of time is expressed to expire on or continue until a specified date, that date is included in the period;
- (l) all warranties and representations continue to have effect after Settlement;
- (m) reference to being entitled to possession of the Property includes being entitled to Rent from the Property;
- (n) reference to a document being signed or to a Party being obliged to sign a document, is treated as requiring that the document be:
 - (1) executed by a company or body corporate; or
 - (2) signed by a natural person,in a manner which is:
 - (3) legally effective (including under the *Electronic Transactions Act 2011* (WA)); and
 - (4) if the document is required to be registered by Landgate, then in a manner acceptable for registration;
- (o) reference to an Act includes:
 - (1) any change to that Act or, if the Act is repealed, the Act replacing it; and
 - (2) all subsidiary legislation under that Act;
- (p) reference to a clause is a reference to a clause in this document; and
- (q) reference to a subclause is a reference to a subclause in the clause in which the reference occurs.

JOINT FORM

This form of general conditions for the sale of land has been adopted jointly by The Law Society of Western Australia (Inc) and The Real Estate Institute of Western Australia (Inc). The copyright of these Conditions is the joint property of The Law Society of Western Australia (Inc) ("the Society") and The Real Estate Institute of Western Australia (Inc) ("REIWA") and neither the form nor any part of it may be used or reproduced without the consent of the Society and REIWA.

05/22