

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



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000011707059

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	4/67 WRAY AVENUE			
Suburb	FREMANTLE	State	WA	
		Postcode	6160	
Lot	4	Deposited / Survey / Strata / Diagram / Plan	75068	
Whole / Part	Vol	2953	Folio	905

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, DISHWASHER, 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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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 ARE AWARE OF DOCUMENTS G402119 & N976669.

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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**

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**

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

4/67 WRAY AVENUE, 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 _____

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.

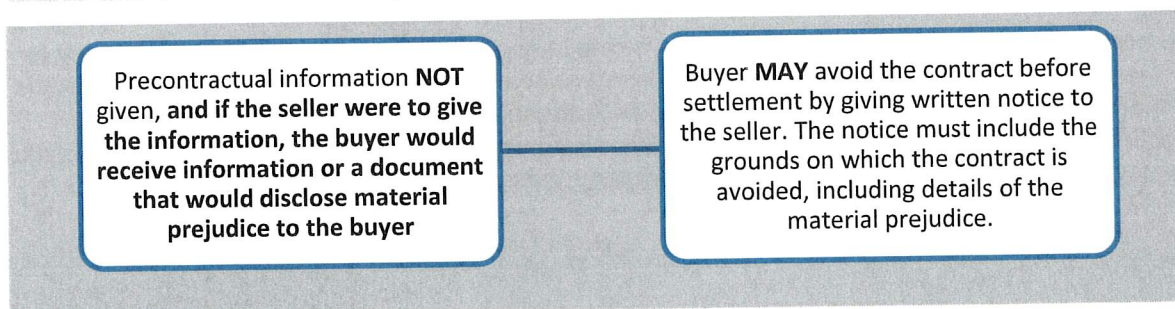
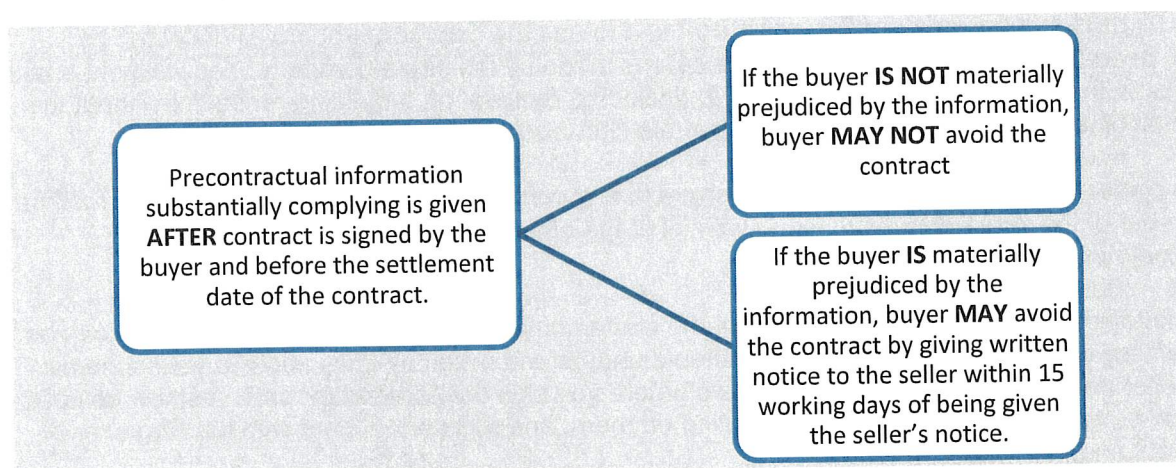
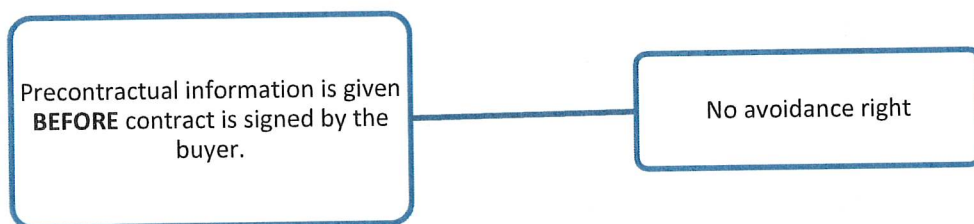
A buyer may consider seeking more information about the lot, the strata company and the strata / survey-strata scheme by asking the seller to provide it, or by making an application to the strata company for more information under section 107 of the Act.

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.

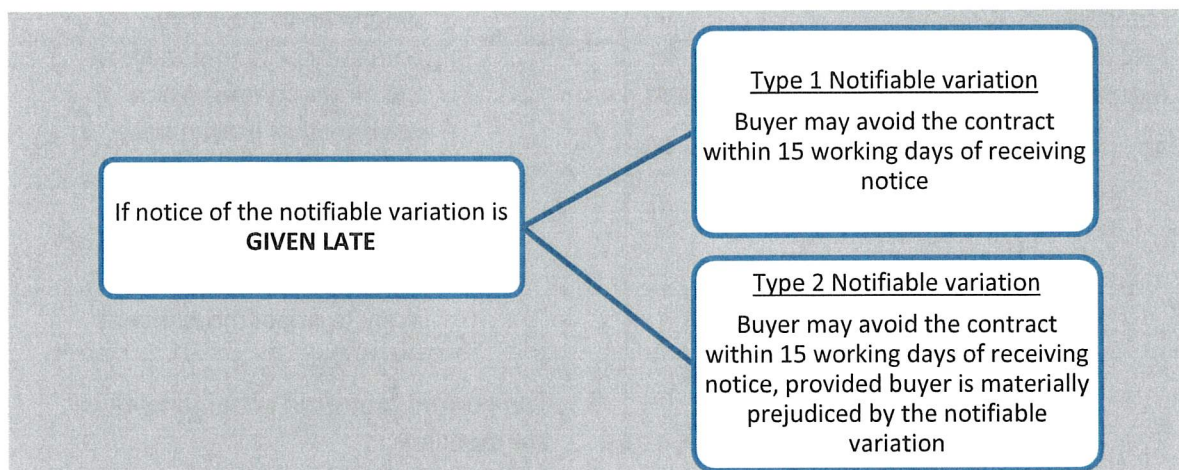
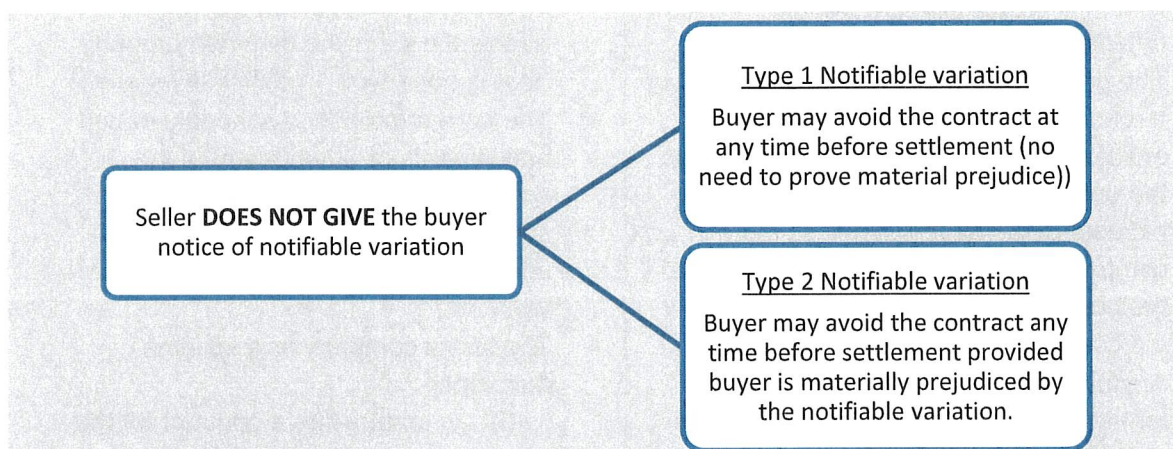
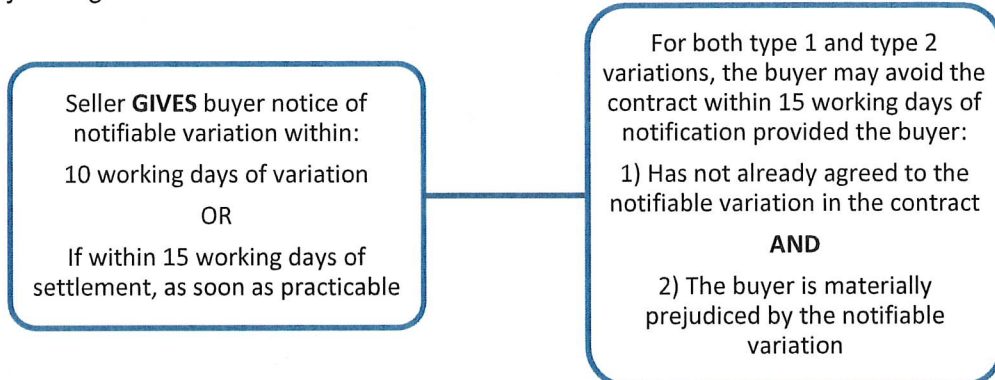
Type 1 and Type 2 notifiable variations are as follows:

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 MARK EDMUND MULCAHY
Address c/- 45 CANNING HIGHWAY, EAST FREMANTLE, WA 6158
Telephone/mobile C/- 0411 115 147 Email C/- connie@whitehouseproperty.com.au
Name CINDY ANN MULCAHY
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 67 WRAY AVENUE, FREMANTLE
Name of the strata company SALT PROPERTY GROUP STRATA MANAGEMENT
Address for service of the strata company (taken from scheme notice) 757 CANNING HIGHWAY, APPLECROSS, WA 6153
Name of Strata Manager _____
Address of Strata Manager _____
Telephone / Mobile (08) 9316 3911
Email reception@saltproperty.com.au

The status of the scheme is:

- ☐ proposed
☒ registered

The scheme type is:

- ☒ strata
☐ survey-strata

The tenure type is

- ☒ freehold
☐ leasehold



Approved Form 2022-938
Effective for use from: 07/01/2022

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).

ATT

ATT

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

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

N/A

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

☐ If yes, they are included with this form

N/A

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

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

ATT

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

N/A

Additional comments: N/A

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)

4/67 WRAY AVENUE, FREMANTLE, WA 6160

Lot 4 on scheme plan no. 75068

(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>\$855.54</u>		_____	
Reserve fund:	<u>\$105.00</u>		_____	
Other levy (attach details)	_____		_____	<u>ATT</u>
<input checked="" type="checkbox"/> Actual <input type="checkbox"/> Estimated total contribution for the lot	\$ <u>960.54</u>			
Payable <input type="checkbox"/> annually <input type="checkbox"/> bi-annually <input checked="" type="checkbox"/> quarterly <input type="checkbox"/> other: _____				
Due dates	<u>\$960.54</u>	on <u>01 / 07 / 2025</u>	<u>\$960.54</u>	on <u>01 / 01 / 2026</u>
	<u>\$960.54</u>	on <u>01 / 10 / 2025</u>	<u>\$960.54</u>	on <u>01 / 04 / 2026</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: N/A

Acknowledgement by seller and buyer

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

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

Both the Part A and Part B disclosures can be provided electronically if the buyer has consented to this.

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

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

Signature _____

Name _____

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

____/____/____

WESTERN



AUSTRALIA

TITLE NUMBER

Volume

2953

Folio

905

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 4 ON STRATA PLAN 75068

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

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

MARK EDMUND MULCAHY
CINDY ANN MULCAHY
BOTH OF PO BOX 90 BODDINGTON WA 6390
AS JOINT TENANTS

(T N990834) REGISTERED 20/9/2018

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

- 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.
- Q276176 MORTGAGE TO WESTPAC BANKING CORPORATION REGISTERED 10/1/2025.

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: SP75068
PREVIOUS TITLE: 2101-188
PROPERTY STREET ADDRESS: UNIT 4 67 WRAY AV, FREMANTLE.
LOCAL GOVERNMENT AUTHORITY: CITY OF FREMANTLE





GOVERNMENT OF
WESTERN AUSTRALIA

STRATA PLAN

75068

SHEET 2 OF 3 SHEETS

SEE SHEET 1 FOR INTERESTS AND NOTIFICATIONS

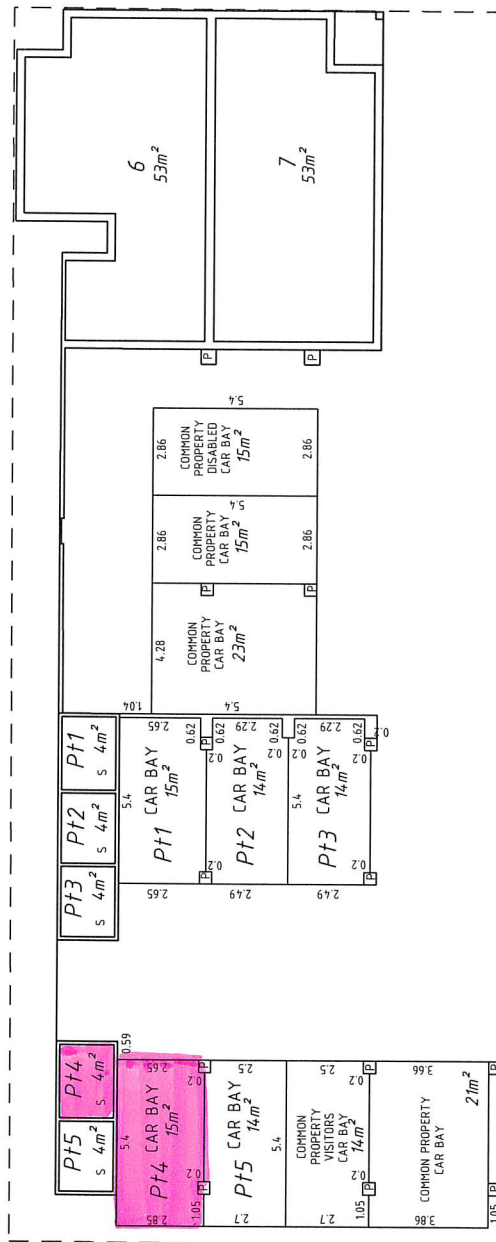
GROUND FLOOR PLAN

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, THE UPPER SURFACE OF THE FLOOR AND THE UNDER SURFACE OF THE CEILING, AS PROVIDED BY SECTION 3(2)(a) OF THE STRATA TITLES ACT 1985

ALL ANGLES ARE 90° UNLESS OTHERWISE SHOWN
THE STRUTUM OF THE CAR BAY PART LOTS EXTENDS FROM THE UPPER SURFACE OF THE CAR BAYS TO A HEIGHT OF 2.5 METRES, EXCEPT WHERE COVERED

S - Denotes Storage
P - Denotes 0.4m x 0.4m Concrete Pillar which are Common Property

FOR OTHER PARTS OF LOTS 1 TO 5 INCL SEE SHEET 3



db surveys
LICENSED LAND SURVEYORS

Phone/Fax: 9448 1033
Mobile: 0419 930 950

HELD BY LANDGATE IN A DIGITAL FORMAT ONLY

STRATA PLAN

75068

SHEET 3 OF 3 SHEETS

SEE SHEET 1 FOR INTERESTS AND NOTIFICATIONS

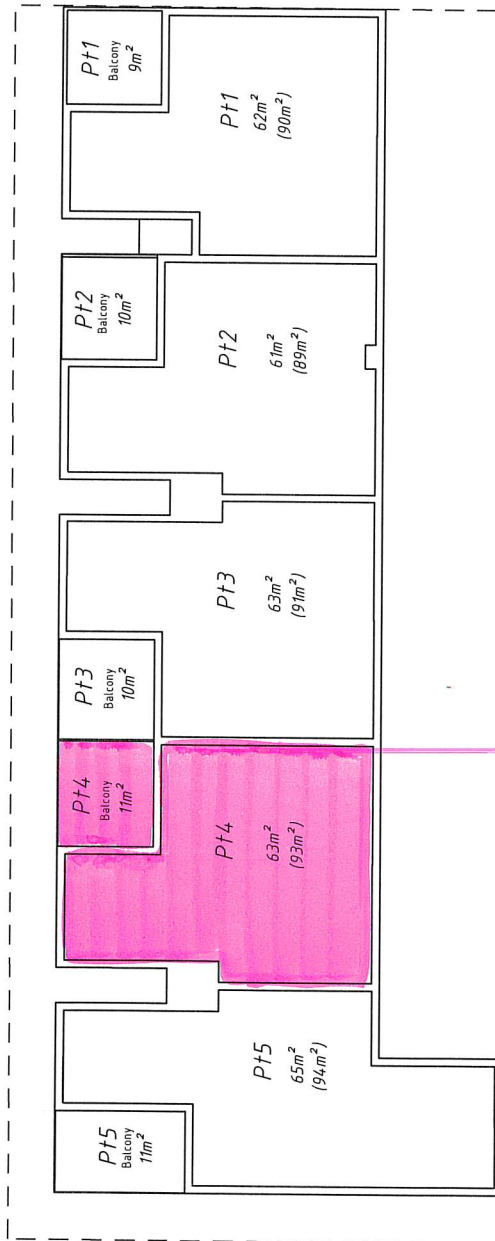
FIRST FLOOR PLAN

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, THE UPPER SURFACE OF THE FLOOR AND THE UNDER SURFACE OF THE CEILING, AS PROVIDED BY SECTION 3(2)(a) OF THE STRATA TITLES ACT 1985

THE BOUNDARIES OF THE PART LOTS WHICH ARE BALCONIES ARE THE INNER SURFACES OF THE BALCONY WALLS AND THE EXTERNAL SURFACES OF THE BUILDING WALLS AND EXTENDS FROM THE UPPER SURFACE OF THE BALCONY FLOOR TO THE PROLONGATION OF THE UNDERSIDE OF THE CEILING OF THEIR RESPECTIVE ADJOINING PART LOT, EXCEPT WHERE COVERED

FOR OTHER PARTS OF LOTS 1 to 5 INCL SEE SHEET 2

P - Denotes Pillar



db surveys
LICENSED LAND SURVEYORS

Phone/Fax: 9448 1033
Mobile: 0419 930 950

HELD BY LANDGATE IN A DIGITAL FORMAT ONLY

FORM 3

STRATA PLAN No. 75068							
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	16						
2	16						
3	16						
4	16						
5	16						
6	10						
7	10						
				Aggregate	100		

DESCRIPTION OF PARCEL AND BUILDING

A two storey building comprising 2 commercial units and 5 residential units situated on Lot 3 on P 4384.
The address is 67 Wray Avenue, Fremantle WA 6160

CERTIFICATE OF LICENSED VALUER STRATA

I, **K. A. Lane**, 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.

01-Aug-2018
Date



Digitally signed by
Kirsty Lane AAPI
Licensed Valuer No.
44458
Signed



FORM 5

Strata Titles Act 1985

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

STRATA PLAN No. 75068

DESCRIPTION OF PARCEL & BUILDING

5 Residential and 2 Commercial units situated on Lot 3 P 4384 and contained in
CT Vol 2101 Fol 188 and having a street address of 67 Wray Ave Fremantle

CERTIFICATE OF LICENSED SURVEYOR

I, David Bussell, 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*.~~



David W Bussell
2018.06.27 16:01:35 +08'00'

.....
Licensed Surveyor

.....
Date

*Delete if inapplicable



Occupancy permit – strata

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

Permit number
OPS0006/18

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 3 Plan 4384 67 Wray Avenue FREMANTLE WA 6160		
Certificate of title	Volume: 2101	Folio: 188	
Lot(s) on survey	Lot 3 on Plan 4384		
Strata plan number	75068	Land being re-subdivided (if applicable)	
Description of building	Residential, Office & Carpark		
BCA class of the building	Main BCA class 2	Secondary BCA class (for multi-purpose buildings 5 and 7a)	
Use(s) of the building	Residential and Commercial Tenancies		Each restriction on use (if applicable)

2. Permit details

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


Details

2 Storey Mixed Use Building - Residential, Office and Carpark

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: 14 August 2018
Permit authority	City of Fremantle	



FORM 26

WAPC Ref. FS007/17

STRATA PLAN NO 75068

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
1-Aug-18 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.
Lot 3 in Plan 4384
Location
Wray Ave Fremantle
Locality
Fremantle
Local Government
City of Fremantle

Lodged by: David Bussell
Date: 1-Aug-18


For Chairman, Western Australian
Planning Commission

06/08/2018

Date

(*To be deleted as appropriate.)



FORM 8

[illegible]

Note: Entries may be affected by subsequent endorsements.

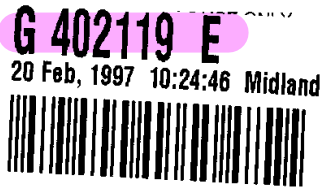


INSTRUCTIONS

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.



LODGED BY

Kott Gunning

ADDRESS

PHONE No.

Box 97.

FAX No.

REFERENCE No.

ISSUING BOX No.

PREPARED BY

ADDRESS

PHONE No.

FAX No.

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

(4) 7

TITLES, LEASES, DECLARATIONS ETC. LODGED HERewith

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

ENDORISING INSTRUCTION

NE 38

EXAMINED

[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 Book.

INITIALS OF
SIGNING
OFFICER

[Signature]



REGISTRAR OF TITLES

16748/6/92-3M-L/5696

9. ACKNOWLEDGMENTS

The parties acknowledge that this grant of easement shall be determinable by the Grantee at its absolute discretion.

Executed as a Deed on the 12th day of FEBRUARY 1997.

SIGNED by
CLYDE MCGILL
in the presence of:

) *Clyde McGill*
)

F. Musca
Witness (Signature).
FRAN MUSCA

65 WRAY AVENUE
FREMANTLE

Address.

VETERINARIAN

Occupation.

SIGNED by
COLLEEN RIGBY
in the presence of:

) *Colleen Rigby*
)

F. Musca
Witness (Signature).
FRAN MUSCA
65 WRAY AVENUE
FREMANTLE

Address.

VETERINARIAN.

Occupation.

RE SIGNED & RE SEALED.

The Common Seal of
MILEWAY ENTERPRISES PTY LTD
(ACN 074 714 686) was hereunto
affixed by the authority of
the Directors in the presence
of:-



DIRECTOR *[Signature]*

DIRECTOR/SECRETARY *L Campanella*

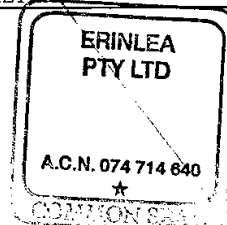
THE COMMON SEAL of
ERINLEA PTY LTD *De 44*
(A.C.N. 074 714 ~~840~~ *840*) was
hereunto affixed by authority
of the Directors
in the presence of:

[Signature]
Director

L Campanella
Director/Secretary

Who certify that they are the proper officers to affix the seal.

er.alea, carigway)

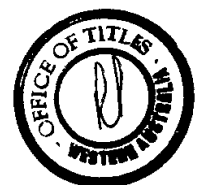
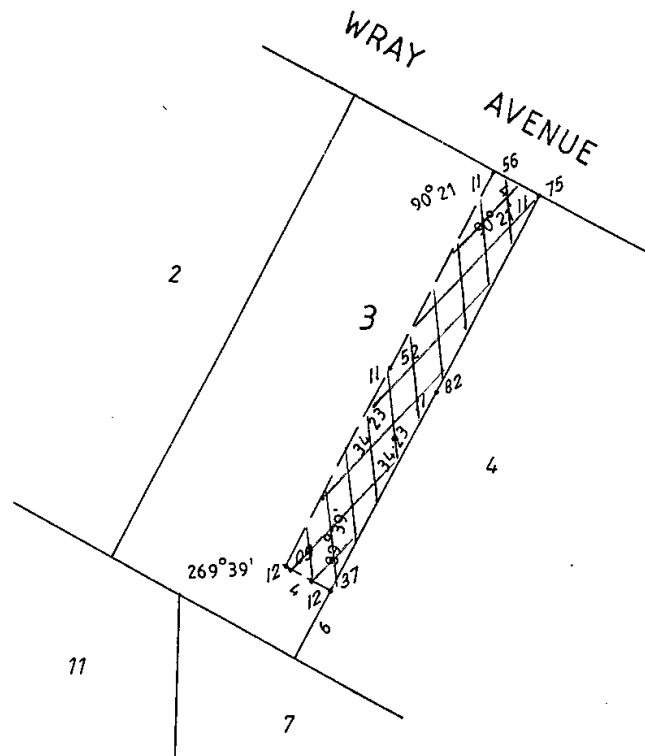


SKETCH OF RIGHT OF CARRIAGEWAY
OVER LOT 3 OF FREMANTLE TOWN LOT 695
ON PLAN 4384

SKETCH CORRECT

initials & L C

[Handwritten signatures and initials]



SCALE 1:500

DATUM FOR LEVELS: A.H.D.
S.S.M. FRE 2A R.L. 27.665

3051/96/1/A
JAN 1997

PREPARED BY:

SCANLAN SURVEYS PTY LTD

LICENSED SURVEYORS



- (b) enter upon the carriageway on the Servient tenement by his agents, engineers, servants, workman and others (with or without vehicles plant and equipment) to inspect, clean, repair, repaint and generally maintain the carriageway as is reasonably required from time to time;
- (c) keep the carriageway free of obstruction from any vehicles passing or repassing on the carriageway;
- (d) to not alter the ground level of the carriageway from its present ground level as set out in the diagram;
- (e) mark out the boundary of the carriageway in white paint and also to mark the carriageway clearly with the words "No Parking" in a manner sufficient to communicate that the carriageway shall be kept clear of parked vehicles and to keep and maintain such markings in good condition.

4. MAINTENANCE

The parties shall share the costs of maintenance and repair of the carriageway only as to the Grantor one third share and as to the Grantee two thirds share. The parties shall at all times repair, maintain and clean the carriageway only and regularly remove any rubbish from it.

5. NO RESTRICTION

The Grantor shall not erect or suffer to be erected at any time any dividing fence and will not place or allow any obstacle to be placed or left on the carriageway and shall generally take such reasonable measures to enable the Grantee to fully enjoy the carriageway.

6. FENCING

The Grantor and the Grantee shall equally share the cost of supply and affixing along the boundary of the carriageway dividing the carriageway from the balance of the Servient Tenement such fence to be of a "Super Six" nature or such similar material. The Grantee shall erect such necessary protective guards protecting the said fence from vehicular traffic along the carriageway such protective guard to be the Grantee's absolute selection and wholly at its own costs.

7. INSURANCE

The parties shall each provide public liability insurance over the carriageway.

8. ASSURANCE

The parties shall each do and execute such things deeds and documents as are necessary to give effect to the terms of this deed.



BLANK INSTRUMENT FORM

EASEMENT FOR CARRIAGEWAY

12 FEB 1997 MIDLAND 241768 17/STD 5.00 A

THIS DEED OF EASEMENT is made the 12th day of February 1997.

BETWEEN:

1. PARTIES

- 1.1 **CLYDE MCGILL** and **COLLEEN RIGBY** both of 65 Wray Avenue Fremantle in the State of Western Australia, (the Grantor which expression where the context so admits or requires shall extend to and include the legal assigns and transferees of the Grantor). *De L.C. of Unit 4, 13-15 James Street, MILEWAY ENTERPRISES PTY LTD (ACN 074 714 686) Fremantle*
- 1.2 ~~**ERINLEA PTY LTD (ACN 074 714 840)**~~ of 703 Albany Highway East Victoria Park in the said State (the Grantee which expression where the context so admits or requires shall extend to and include the successors in title and assigns of the Grantee).

2. RECITALS

- 2.1 The Grantor is the registered proprietor for the time being of all that piece of land being Lot 3 on Plan 4384 and being the whole of the land comprised in Certificate of Title Volume 902 Folio 70 (the land to be burdened) ("Servient Tenement"). *2101 SERV*
- 2.2 The Grantee the registered proprietor for the time being all that piece of land being Lots 4 and 5 on Plan 4384 and being the whole of the land comprised in Certificate of Title Volume 1784 Folio 595 (the land to be benefited) ("Dominant Tenement"). *DOMINANT*
- 2.3 The Grantor has agreed to grant to the Grantee an easement for the right of carriage as described in this Deed ("carriageway").

NOW BY THIS DEED:

3. GRANT

- 3.1 The Grantor **HEREBY GRANTS** to the Grantee the right to:
- (a) use the carriageway on the Servient Tenement, as delineated by cross hachuring on the diagram annexed to this Deed ("diagram") for the purpose of vehicular traffic and general access to and from the Dominant Tenement;

FORM B4

OFFICE USE ONLY

N976669 SM

31 Aug 2018 10:48:50 Perth



(INSERT DOC TYPE HERE)

LODGED BY STELLA SETTLEMENTS
ADDRESS PO BOX 59 BURSWOOD WA 6100
PHONE No. 08 9361 4491
FAX No. 08 93615932
REFERENCE No. 2016/564
ISSUING BOX No. 999 *L*

PREPARED BY STELLA SETTLEMENTS
ADDRESS PO BOX 59 BURSWOOD WA 6100
PHONE No. 08 9361 4491 FAX No. 0893615932
REFERENCE No. 2016/564

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

1/1

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. <i>Consent letter</i>	Received Items
2. <i>Letter</i>	Nos.
3. _____	
4. _____	<i>2</i>
5. _____	Receiving Clerk
6. _____	<i>[Signature]</i>

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





**PROPOSED ADDITIONAL BY-LAWS TO THE STANDARD
SCHEDULE 1 & 2 BY-LAWS CONTAINED IN ATTACHMENT NO 1**

FORM 25

Strata Titles Act 1985

Section 5C (1)

STRATA PLAN No. 75068

MANAGEMENT STATEMENT

LEXDOM PTY LTD (ACN 600 817 347)

(Name of original proprietors of land the subject of the plan)

(Description of parcel the subject of the plan)

**LOT 3 ON PLAN 4384, THE WHOLE OF THE LAND COMPRISED IN CERTIFICATE OF
TITLE VOLUME 2101 FOLIO 188.**

This management statement lodged or 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 Schedules 1 and 2 of the *Strata Titles Act 1985* that are to have effect upon registration of the strata plan.

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

Schedule 1 by-law 12(3) is repealed and the following by-laws added -

16. THEME OF DEVELOPMENT

The strata scheme consists of a mix of residential and commercial use. Lots 1 to 5 are to be used for residential occupation and lots 6 and 7 for commercial use.

17. USE OF LOTS 6 AND 7

(1) The proprietors of lots 6 and 7 ("Commercial Lots") shall be permitted to conduct a business on their lot provided that all planning and other approvals for the use of the lot for the proposed purpose have been obtained from the City of Fremantle and the proprietor and/or tenant subsequently complies with those conditions and obtains any other necessary licenses or approvals from the appropriate government agencies..

(2) A proprietor or tenant of the Commercial Lots must –



- (a) conduct any business carried on its lot in an orderly, efficient and reputable manner, consistent with the standard and quality of the strata scheme;
 - (b) at all times comply with the requirements of the Environmental Protection Regulations 1987 in respect of noise to comply with the Environmental Protection Noise (Regulations);
 - (c) keep the interior of the lot, the shop front, shop windows, fixtures, fittings and display clean, orderly and adequately illuminated during trading hours;
 - (d) not install any electrical equipment which will overload the cables, switchboards and other equipment that supply electricity to the scheme;
 - (e) not commence trade or open for business until they have received the approvals of all relevant authorities and of the strata company and any other party whose consent is legally required;
 - (f) take all reasonable care to ensure that the conduct of their business does not unreasonably impact on the peaceful enjoyment of the other proprietors, occupiers or residents of their lots.
- (3) The proprietors or the tenants of the Commercial Lots shall be permitted to open their businesses for trading at hours as permitted by appropriate government agencies, licensing authorities and the City of Fremantle. The strata company and proprietors acknowledge and agree they reside in an inner city development and they will not unreasonably interfere with the business operations of the Commercial Lots.
- (4) In the event that the use of a Commercial Lot requires a grease trap and venting system to be installed on the common property, then provided these items are not to be installed in a location that will cause inconvenience to the occupiers of the buildings, then the strata company will not unreasonably refuse an application for the installation of these items.
- (5) Either a proprietor or tenant of a Commercial Lot must arrange and maintain insurance on usual terms with an insurer authorized under the Insurance Act 1973 against each of the following:
- (a) Public liability in respect of the lot (with cover of at least \$10 million for each event, or such higher amount as the strata company may reasonably require);
 - (b) Damage to, and loss of, internal and external glass (including plate glass), doors, display cases, fittings, chattels, the strata company's fixtures and all other things that are on or in the lot;
 - (c) Employer's liability in respect of all employees (including workers' compensation insurance).
- (6) The insurance under this clause must begin from the commencement of occupation of the lot and be maintained for the whole period that the lot is used or occupied. The strata company must be provided with a copy of any policy, certificate of currency or receipt they ask for in relation to this insurance.



18. WATER LEAKAGE TO OTHER LOTS AND COMMON PROPERTY

- (1) It is the responsibility of the registered proprietor of a lot to ensure that all wet areas within the lot or lots of which they are the registered proprietor or occupier are maintained in a proper sealed manner to prevent the leakage, seepage or transference of any water or other liquid on to any part of the common property or other lot other than waste pipes provided for the disposal of such water or liquid.
- (2) The registered proprietor of a lot will be liable for the repair and replacement of any part of the common property, any part of a lot or any of the contents of a lot that has been damaged by water leakage from its lot.

19. ACCESS OVER A LOT BY THE STRATA COMPANY OR IT'S AGENTS OR LOT PROPRIETORS

Where and to the extent that the strata company resolves that access is necessary or desirable for repairs to the common property, cleaning of the external parts of the windows or painting and maintenance of a lot (or for any other reason they reasonably consider necessary), the proprietor, occupier or resident of a lot shall permit the strata company and its servants, agents, contractors and invitees (with all necessary plant and equipment) to have access to his lot in order to obtain access to any part of the common property or lot.

20. OBLIGATION TO NOTIFY DEFECTS IN SERVICES

A proprietor, occupier or other resident shall give the strata company or managing agent prompt written notice of any accident to or defect in the water pipes, gas pipes, electrical installations, cabling or fixtures that form part of the common property and which are situated in his or her lot. The strata company shall have the discretion to carry out such repairs and renovations as and when they deem necessary for the safety and preservation of the building and services.

21. EXCLUSIVE USE OF CAR BAYS GRANTED TO LOTS 6 AND 7

- (1) The proprietors of lots 6 and 7 are in accordance with section 42(8) of the Act, granted exclusive use of that part of the common property that is delineated and marked "Exclusive Use of Lot 7" and "Exclusive Use of Lot 6" respectively on the sketch at Annexure "A" and shall:
 - (a) keep its exclusive use area in a clean, neat and tidy condition;
 - (b) use its exclusive use areas for the purposes of parking licensed motor vehicle;
 - (c) not be permitted to conduct any repairs or maintenance to a motor vehicle, upon any portion of the exclusive use area;
 - (d) responsible at its cost to remove any oil or fluid spills within its exclusive use area;
 - (e) not be permitted to enclose or construct any structure within its exclusive use area without the prior written consent of the strata company.
- (2) The proprietors of lots 6 and 7 are granted shared use of the portion of the common property that is delineated and marked "Shared Use of Lots 6 & 7" on



the sketch at Annexure "A" between the hours of 7.00am to 6.00pm daily and shall:

- (a) jointly keep the shared use area in a clean, neat and tidy condition;
- (b) use its shared use area for the purposes of parking licensed motor vehicles;
- (c) not be permitted to conduct any repairs or maintenance to a motor vehicle, upon any portion of the shared use area;
- (d) responsible at their shared costs to remove any oil or fluid spills within its shared use area;
- (e) not be permitted to enclose or construct any structure within the share use area without the prior written consent of the strata company;
- (f) permit visitors to the proprietors, occupiers or other residents of lots 1 to 5 to use the shared use area between 6.30pm to 6.30 am.

22. SUNDRY ITEMS ON COMMON PROPERTY FOR THE USE OF A LOT

Other than items that are maintained by the strata company, a proprietor of a lot shall be responsible for the replacement, maintenance, repair and servicing of sundry and incidental items including entrance doors, windows, door locks, lights, air conditioners, but not limited to such items that were installed on common property prior to the registration of the strata plan which are solely for the exclusive use of a particular lot.

23. BALCONY AND TERRACE APPEARANCE AND FURNITURE

- (1) The external appearance of the buildings is to be maintained to a uniform and aesthetically pleasing demeanour. A proprietor of a lot shall not install or affix any structure, fittings or fixtures, including shade sails, blinds, shutters, umbrellas or other similar improvements or objects to a balcony, terrace or an external wall or surface of the building unless it has been first approved in writing by the strata company (which may be granted or withheld at their absolute discretion).
- (2) A proprietor, occupier or other resident of a lot that contains a balcony shall –
 - (a) not place or keep pot plants on the balcony of a lot without the prior written consent of the strata company, such consent will not be unreasonably withheld;
 - (b) ensure at all times that all outdoor furniture that is on the balcony is fitted with suitable floor pads that will prevent the transmission of noise and is secured to prevent potential damage to other lots or the common property;
 - (c) ensure that rubbish or litter does not fall or is blown by wind from its balcony onto the lots below.

24. QUORUM FOR A GENERAL MEETING

For a general meeting that is not a requisitioned meeting, one-quarter of the persons entitled to vote present in person or by duly appointed proxy constitutes a quorum.

25. RESERVE FUND

The strata company shall establish and administer a reserve fund in accordance with section 36(2) of the Act for the purpose of accumulating funds to meet contingent expenses that may arise in the future. These funds shall be raised at a rate of 0.05 percent of the insurable value of the building per annum, or another appropriate amount determined by the strata company.

26. COSTS NOT APPLICABLE TO CERTAIN LOTS

In accordance with section 42B of the Act, the proprietors of lots 1 to 5 are exempt from any costs solely related to the Commercial Lots use of common property and increase in the insurance cost that result from the businesses conducted on the Commercial Lots.

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

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

28. ORIGINAL PROPRIETOR ENTITLED TO BE A MEMBER OF COUNCIL

Where the original proprietor remains the proprietor of any lot, the original proprietor shall be entitled to be a member of the council without the requirement to participate in any election of the council of owners held in a general meeting by the strata company provided that the original proprietor properly nominate for such election of the council as prescribed in the Schedule I by-laws.

29. USE OF LOTS FOR DISPLAY TO ASSIST IN SELLING

Nothing within the strata company by-laws restricts the rights of the original proprietor or its agents to reasonably use any lot that is owned by the original proprietor for the purposes of display to prospective purchasers or tenants of that or other lots within the scheme. The original proprietor or its agents shall be permitted to erect temporary signs on parts of the common property advertising the display lot.

30. AIR CONDITIONING

- (1) The proprietor of a lot shall be responsible for the insurance, and if necessary the repair, replacement, and installation of any new air conditioning unit or the maintenance and upkeep of an existing system.
- (2) A proprietor wishing to install additional air conditioner must apply to the strata company for approval to install the air conditioner. Air conditioners must be positioned in a location where the peaceful enjoyment of another occupier is not affected and is located so that it is concealed from public view.



- (3) In the event that the air conditioner or exhaust system is located on the common property or partly on the common property, then the proprietor of the lot shall be granted exclusive use of the cubic space comprising the condenser.

31. SIGNAGE

- (1) The signage that is located or is to be located on the common property or on parts of a lot that affect the overall appearance of the building must comply with the requirements of the City of Fremantle.
- (2) The proprietors, occupiers, other residents or tenants of the Commercial Lots shall be permitted to install signage on their lot, part of the common property or on part of the canopy that protrude into the road reserve, provided the signage complies with the requirements and regulations of the City of Fremantle and is confined to the ground floor level.
- (3) The proprietor, occupier, other resident or tenant of a residential lot must not display any sign, advertisement, placard, banner on any external part of their lot or on the common property without the prior written consent of the strata company (such consent is not to be unreasonably withheld).
- (4) Flickering electrical or neon signs or similar signage that may interfere with the peaceful enjoyment to the residential proprietors are not permitted on the common property or lots.
- (5) Nothing contained in this by-law shall restrict the right of the original proprietor or its nominee for a period of 2 years following the registration of the strata plan (which right is hereby expressly conferred) to display on any part of any lot or any part of the common property such signs, including for sale and for lease as the original proprietor sees fit.

32. NO SMOKING

No proprietor, occupier, other resident or invitee shall smoke any tobacco or other substance in or on any part of the common property.

33. LIMITING ACCESS TO PARTS OF COMMON PROPERTY

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, the proprietors or occupiers of any lot; and

34. RUBBISH DISPOSAL

- (1) A proprietor, occupier, resident or occupier of a lot shall -
 - (a) comply with all local government authority by-laws and ordinances and the approved waste management plan relating to rubbish disposal;
 - (b) ensure that any waste that is placed in a rubbish bin is wrapped and sealed so as not to cause offensive odours or unsanitary conditions;



- (c) ensure that the health, hygiene and comfort of the proprietor, occupier or other resident of any other lot is not adversely affected by its disposal of garbage.
- (2) The strata company may investigate the use of a waste management contractor for cleaning and disposing of refuse for the residential apartments.
- (3) The proprietors or tenants of the Commercial Lots will at their cost make their own arrangements for rubbish disposal and will ensure their bins and bin area is kept clean and tidy and free from vermin.
- (4) Any proprietor, occupier, resident or tenant who is moving into or out of a lot shall at their expense immediately dispose of any rubbish (including cardboard boxes, wrapping material, packaging, broken furniture or similar waste). None of these, or similar, materials are to be stored, kept or remain on the common property. In the event that a proprietor, occupier, resident or tenant does not dispose of such rubbish immediately, the strata company shall do so and the proprietor, occupier, resident or tenant will be responsible for the costs of doing so.

35. COMMON PROPERTY

- (1) A proprietor will:
 - (a) obey all reasonable directions of the strata company regarding use of the common property; and
 - (b) not obstruct the strata company in exercising its control over the common property.
- (2) A proprietor will give the strata company prompt notice of any accident to, or defect in, any common property.
- (3) A proprietor will not instruct any contractor or employee engaged by the strata company regarding works to the common property unless the proprietor has obtained the prior written consent of the strata company to do so.
- (4) A proprietor who breaches this by-law will:
 - (a) be responsible for payment to the strata company of any additional cost to the strata company arising from this breach;
 - (b) if the strata company requires the works to be removed or altered as a result of this breach, be responsible for the cost of removing, or altering the works; and
 - (c) indemnify the strata company from any cost, claim, liability or harm incurred or suffered by the strata company as a result of the breach.

36. LEASING OF LOTS

- (1) A proprietor may grant a lease or similar occupancy right over its lot.
- (2) Any lease or occupancy right granted may only be granted for permanent or long term letting.



- (3) For the avoidance of doubt, an proprietor is not entitled to, and will not grant, any lease or similar occupancy right over its lot on a short term or holiday letting basis.
- (4) Without limiting this by-law, if an proprietor grants a lease, or similar occupancy right for its lot, the proprietor will:
 - (a) promptly give the strata company notice of the full name of each tenant and details of the proprietor's managing agent for its lot (if any);
 - (b) ensure that the tenant signs a valid lease containing an enforceable covenant to comply with these by-laws; and
 - (c) subject to any law, ensure that the lease can be terminated if the tenant or occupant does not comply with these by-laws.

37. HOUSE RULES

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

- (a) control of the vehicle access way;
- (b) rubbish bins on rubbish collection day;
- (c) any other activities or use of the common property;

provided such house rules shall be to promote the peaceful and orderly enjoyment of common property for the mutual benefit of all proprietors, tenants and occupiers and that they do not conflict with the by-laws.

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

Schedule 2 by-laws 7(b), 8, 9, 10 and 12(c) are repealed and the following by-laws added -

16. NOISY VEHICLES NOT PERMITTED WITHIN THE STRATA SCHEME

To ensure reasonable peace and enjoyment for all occupiers, a proprietor, occupier or other resident shall not be permitted to park a motor vehicle or motor cycle within the parcel boundaries whose exhaust noise emissions does not comply with noise decibel limits imposed by the Road Traffic (Vehicle Standards) Rules 2002 - Reg 144.

17. KEEPING OF PETS

- (1) A proprietor, occupier or other resident of a lot shall be permitted to keep either one small domesticated dog weighing no more than 10 kilograms or thereabouts or 1 cat on its lot.
- (2) Domesticated cage birds are permitted provided the birds do not interfere with the quiet and peaceful enjoyment of their lots by the other proprietors.
- (3) A proprietor, occupier or other resident may only enter upon the common property with a pet for the purpose of access and egress to their lot.



- (4) Any dog or cat belonging to a proprietor, occupier or other resident that enters the common property, must be leashed or carried and under the control of a responsible person.
- (5) The strata company may serve notice on a proprietor, occupier or other resident of a lot whose pet causes a nuisance to other proprietors or breaches these by-laws. The notice shall request the removal of the offending pet within 7 days of service of the notice.

18. PEACEFUL ENJOYMENT

- (1) A proprietor, occupier or other resident or visitors to a lot are advised that all reasonable efforts are to be made by them, to ensure there is no undue noise within the lots or common property.
- (2) A proprietor, occupier or other resident shall not be permitted to make undue noise in or about any lot or common property that contravenes any regulation, by-law, or statute of the local government authority or any other government or regulating authority law.
- (3) In the event that clause (2) of this by law is not complied with, then strata company may make application to the State Administrative Tribunal seeking an orders to enforce this by-law and impose a fine of \$500 on the defaulting proprietor, tenant or visitor.

19. INFLAMMABLE SUBSTANCES

A proprietor will not, without the prior written consent of the strata company to do so, use or store in its lot or the common property any inflammable chemical, liquid or gas or other inflammable material, other than those substances 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.

DATED THIS 30th DAY OF August 2018

SIGNATURE OF APPLICANT

Executed by LEXDOM PTY LTD (ACN 600 817 347)

Sole Director and
Sole Secretary [Signature] [Signature]
Signature of director Signature of director
Domenico Del Borrella
Name of director Name of director
Full Name Domenico Filippo Del Borrella

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



ENCUMBRANCE Document & No *Mortgage M 754787*



Document Notes:

IMPORTANT: THIS PAGE FORMS PART OF DOCUMENT [N976669] AND MAY CONTAIN REFERENCES TO AMENDMENTS OR CORRECTIONS TO THE DOCUMENT

3/9/2018 16:20:01

See letter dated 3/9/18 from Stella Settlements to:

1. amend by deleting the word "proposed" from the heading;
 2. amend Schedule 2 by-law numbering from 16 to 19 to now be numbered 15 to 18; and
 3. note the correct mortgage number as N501133.
- Also see Annexure "A" attached.



EV000832994 CONST



Beyond Bank Australia
GPO Box 1430 Adelaide SA 5001
100 Waymouth Street, Adelaide SA 5000
Phone 13 25 85 **Fax** 08 8231 3060
Web beyondbank.com.au
Email contactus@beyondbank.com.au

30 August 2018

The Registrar
Landgate
Western Australia Land Information Authority
Midland Square
Midland WA 6058

Dear Sir/Madam,

RE : CONSENT TO SUBSEQUENT LODGEMENT

Community CPS Australia Ltd trading as Beyond Bank Australia, as Mortgagee of the land subject of Certificate of Title Volume 2101 Folio 188 of Mortgage Number N501133 hereby consents to the following registration over the said Certificate of Title by Stella Settlements.

1. Application for New Title subject of Strata Plan 75068
2. Lodgement of the Management Statement in relation to Strata Plan 75068

Signed by Ivan Calligaro, Business Banking Manager)
Community CPS Australia Limited (ABN 15 087 651 143))
as attorney for Community CPS Australia Limited)
(ABN 15 087 651 143) Pursuant to Power of Attorney)
registered number M823609)
in the presence of:)

Signature of witness:

Full name of witness (Print): Cindy Tan
Full address of witness (Print): 3 Loftus Street West Leederville WA 6007
Occupation of witness (Print): Lending Administration Team Leader

Beyond Bank Australia is a trading name of Community CPS Australia Ltd
ABN 15 087 651 143 - AFSL/Australian Credit Licence 237 856

Beyond Bank
AUSTRALIA







ABN 99 144 864 719

110 Goodwood Parade,
Burswood WA 6100
Postal: PO Box 59,
Burswood, WA 6100

Phone: 08 9361 4491
Fax: 08 9361 5932

info@stellasettlements.com.au

Landgate
Midland Square
Midland WA 6056

EV000832995 LTR



DATE: 31 AUGUST 2018

STRATA PLAN 75068 Parent Title Details Lot 3 on Plan 4384 Volume 2101 Folio 188

I Sarah Barrack confirm I am the Settlement agent for the applicant. I have authority to make and to authorise on behalf of such persons the following amendment.

I request that Landgate amend the time clock details so that the Application for New Titles is simultaneous with the Management Statement.

Signed – Sarah Barrack
Position – Conveyancer
Email – sarah@stellasettlements.com.au
Phone 08 9361 4491

Licensee: Brooke Neale
BGD Holdings Pty Ltd trading as Stella Settlements
Independent Real Estate Settlement Agent





Requisition Notice

Section 192 of the Transfer of Land Act

Your Ref: 2016/564
Our Ref: N976669
Enquiries: Helen Turner
Telephone: 9273 7388
Facsimile: 9273 7673

3 September 2018

STELLA SETTLEMENTS
PO BOX 59
BURSWOOD WA6100
AU

Facsimile: 93615932
Email:
Delivered by: Fax

Dear Sir/Madam

Requisition Notice

Registration of the document(s) referenced cannot be affected until all requisitions listed below are complied with and the fee payable is received. A time limit of **21 days** applies from the date stated above after which all documents may be rejected.

Personal attendance to make corrections to a requisitioned document should be made at Landgate, Midland Square. Please arrange an appointment using the contact details shown above.

Doc. No	Description	Req. Fee
N976669	<p>1. Schedule 1 by-law 21 refers to an exclusive use sketch at Annexure "A". No sketch has been attached.</p> <p>2. The Management Statement should not be headed "Proposed". A letter of authority to remove is required.</p> <p>3. The numbering of the Schedule 2 by-laws being added is incorrect. They should commence at by-law 15. A letter of authority to amend Schedule 2 by-laws numbered 16 to 19 to 15 to 18 is required.</p> <p>4. Page 10 refers to the incorrect mortgage number.</p>	0

Requisition Sub Total \$ 0
Additional Fee \$ 0
TOTAL FEE Payable \$ 0

Sincerely,



JEAN VILLANI
REGISTRAR OF TITLES

Requisitions may be attended to by:

1. Directly using the contact details provided above.
 2. The lodging of evidence (by hand) at Landgate's Perth Business Office, QBE Building, 200 St. Georges Terrace, Perth.
 3. Post to Landgate, Location Data Services, P O Box 2222, Midland WA 6936.
 4. **For further information regarding this requisition notice please liaise with the Contact Person as shown above.**
- Correspondence by representatives of parties to documents **must state** the capacity in which they act and confirm that they are duly authorised to do so. Amendment by letter is at the discretion of the Registrar of Titles. Unless these requisitions are complied with, the documents will be rejected. Documents may be withdrawn from registration, a withdrawal fee is applicable per document. Registration fees returnable in full or in part will be set-off against requisition and withdrawal fees. See payment options on page 2.
- *Proof of payment to be provided at time requisition satisfied by copy of receipted assessment or provision of credit card payment authority.

PAYMENT OPTIONS (Fax Requisition)

IN PERSON: Customer Service Hall, Midland Square, Midland.
or
Perth Branch Office, QBE Building,
200 St Georges Terrace, Perth.

BY POST: PO Box 2222, Midland WA 6936 or DX 88
(Cheques or money orders to be made payable to Landgate.)

BY FAX: 9273 7673

DEALING NO: N976669

CONTACT PERSON: Helen Turner

YOUR REFERENCE: 2016/564

COMPLETE THIS SECTION IF PAYING BY EBIS ACCOUNT (BY FAX ONLY)

EBIS Account Number

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--	--	--	--

Western Australian Land Information
Authority Office Use Only

Order No: _____

EBIS Company Name:

Amount: **Fax Requisition Fee \$**_____ **Additional Fees \$**_____ **Total \$**_____

I hereby authorise the Western Australian Land Information Authority to debit the above EBIS account:
(Signature of person authorising payment)

Name of person authorising payment:
(Please Print Name)

Contact Phone No:

OR COMPLETE THIS SECTION IF PAYING BY CREDIT CARD

Credit Card Number

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Card Holder Name:
(Please Print)

Contact Phone No

Postal Address:

Credit Card Type (Please tick):

Visa ☐ **MasterCard** ☐

Expiry Date:/..... (MM/YY)

Amount: **Fax Requisition Fee \$**_____ **Additional Fees \$**_____ **Total \$**_____

Signature:





ABN 99 144 864 719

110 Goodwood Parade,
Burswood WA 6100

Postal: PO Box 59,
Burswood, WA 6100

Phone: 08 9361 4491

Fax: 08 9361 5932

info@stellasettlements.com.au

3 September 2018

Our ref: 2016/0564

LANDGATE
PO BOX 2222
MIDLAND WA 6936

Dear Sir/Madam

RE: 67 WRAY AVENUE, FREMANTLE
LEXDOM PTY LTD – STRATA PLAN NUMBER 75068

REGARDING REQUISITION NOTICE FOR DOCUMENTS NUMBER – N976669

We act for the Applicant and have authority to and request that the following amendments be made:

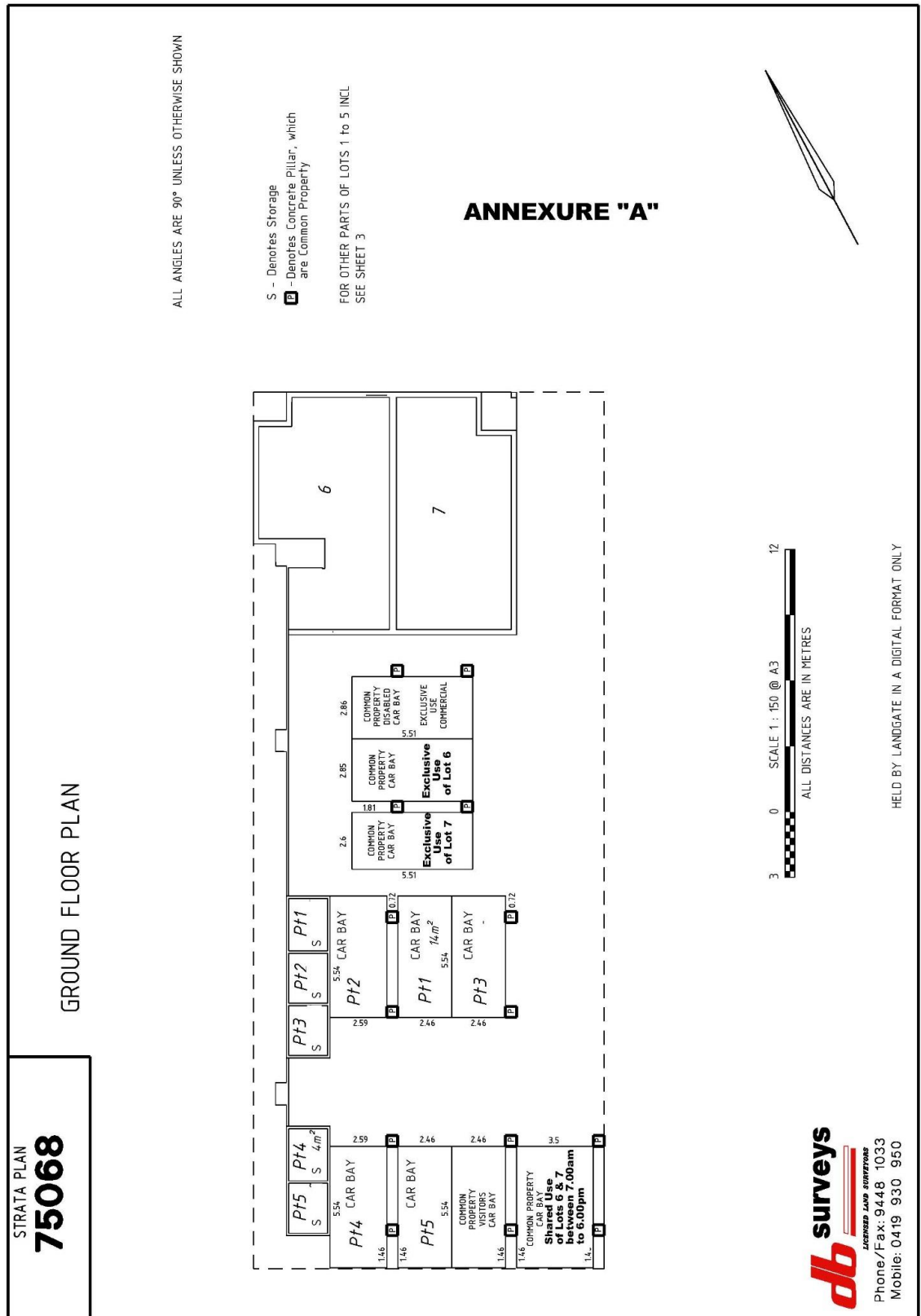
1. Please delete the word "proposed" from The Management Statement
2. We note the numbering of the bylaws is incorrect. Can you please amend Schedule 2 bylaws numbered 16 to 19 to be 15 to 18.
3. Page 10 refers to the incorrect mortgage number. Please note the correct mortgage number is N501133.

Yours faithfully
STELLA SETTLEMENTS

SARAH BARRACK
sarah@stellasettlements.com.au

Licensee: Brooke Neale
BGD Holdings Pty Ltd trading as Stella Settlements
Independent Real Estate Settlement Agent





Strata Plan 75068

Lot	Certificate of Title	Lot Status	Part Lot
1	2953/902	Registered	
2	2953/903	Registered	
3	2953/904	Registered	
4	2953/905	Registered	
5	2953/906	Registered	
6	2953/907	Registered	
7	2953/908	Registered	



THE OWNERS OF 67 WRAY AVENUE FREMANTLE STRATA PLAN 75068																														
MINUTES OF ANNUAL GENERAL MEETING																														
Meeting Date	1 October 2024																													
Meeting Location	Level 1 757 Canning Highway, Applecross, WA, 6153																													
Time	05:00 PM	Opened: 05:00 PM	Closed: 06:57 PM.																											
Lots Represented	<table><tr><td>Lot 1</td><td>CP</td><td>Owner present (pre-voted)</td></tr><tr><td>Lot 2</td><td>BH</td><td>Owner present (pre-voted)</td></tr><tr><td>Lot 3</td><td>CB, JAS</td><td>Owner present (pre-voted)</td></tr><tr><td></td><td>CM</td><td></td></tr><tr><td></td><td>DK</td><td></td></tr><tr><td>Lot 4</td><td>DDB</td><td>Owner present (pre-voted)</td></tr><tr><td>Lot 5</td><td>DK</td><td>Owner present</td></tr><tr><td>Lot 6</td><td></td><td>Company Nominee present</td></tr><tr><td>Lot 7</td><td></td><td>Proxy present (pre-voted)</td></tr></table>			Lot 1	CP	Owner present (pre-voted)	Lot 2	BH	Owner present (pre-voted)	Lot 3	CB, JAS	Owner present (pre-voted)		CM			DK		Lot 4	DDB	Owner present (pre-voted)	Lot 5	DK	Owner present	Lot 6		Company Nominee present	Lot 7		Proxy present (pre-voted)
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Proxies	<table><tr><td>Lot 6</td><td>L Pty Ltd</td><td>Proxy Name: DDB</td></tr><tr><td>Lot 7</td><td>E X P Pty Ltd</td><td>Proxy Name: DK</td></tr></table>			Lot 6	L Pty Ltd	Proxy Name: DDB	Lot 7	E X P Pty Ltd	Proxy Name: DK																					
Lot 6	L Pty Ltd	Proxy Name: DDB																												
Lot 7	E X P Pty Ltd	Proxy Name: DK																												
Quorum	There being a quorum represented, the meeting opened at 05:00 PM.																													

Item 1	
Appointment of Chairperson for the meeting	
Proposed Resolution - that Tonia Apa be authorized to act as Chairperson of the strata company for the purposes of the meeting.	

Mover: DDB Secnder: BH

Motion 2	
Confirmation of Previous Minutes	Ordinary Resolution Submitted by Strata Committee
Proposed resolution - that the previously circulated minutes of the General Meeting held on 20/10/23 be verified as a true record of those proceedings.	
Motion CARRIED. VOTES	
Yes : 4 No: 1 Abs: 2 Inv: 0	

Mover: DDB Secnder: BH

Motion 3				
Adoption of Standing Orders for the conduct of general meetings		Ordinary Resolution Submitted by Strata Committee		
Proposed resolution — that the strata company adopt the standing orders for the conduct of general meetings, as attached to and forming part of the notice of this meeting.				
Motion CARRIED.		Yes : 4	No: 0	Abs: 3
VOTES				Inv: 0

Mover: DK Second: P

Motion 4				
Constitution of the Council		Ordinary Resolution Submitted by Strata Committee		
Proposed Resolution - that the Council of Owners of the strata company shall consist of 3 owners.				
Motion CARRIED. VOTES		Yes : 3	No: 1	Abs: 3 Inv: 0

Mover: DK Second: CP

Election of the Council			
The Chairperson will call for nominations of candidates for election to the Council of Owners. If required, the Chairperson will also conduct a ballot to elect members of the Council.			
CM, MM, CP, L Pty Ltd have been elected to the committee.			
Name	Details	Votes	Outcome
CM, MM		0	Elected, reason: Elected Unopposed
CP		0	Elected, reason: Elected Unopposed
L Pty Ltd		3	Elected, reason: Elected Unopposed

Motion 6	
Consideration of Statement of Accounts	Ordinary Resolution Submitted by Strata Committee
Proposed resolution –	

that the financial statement of accounts, as presented, be adopted as a true and correct record of the financial transactions of the strata company for the period ending 30th of June 2024.

**Motion CARRIED.
VOTES**

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

Mover: DDB Secnder: DK

Motion 7

Insurance

Ordinary Resolution

Submitted by Strata Committee

Proposed resolutions –

that copies of the current certificates and schedules for the insurance required under section 127(3)(c) of the Act, as tabled, be received and incorporated into the records of the strata company. and;

that the Financial Services Guide and Product Disclosure Statement be received and incorporated into the records of the strata company. and;

that the Council be directed to insure for such risks and sums insured as it deems appropriate after taking professional advice in respect of workers compensation, flood, floating floors, office bearers liability, machinery breakdown, government audit costs, appeal expenses, legal defence expenses, catastrophe cover, workers compensation, Lot owners fixtures and improvements, loss of market value. and;

that the Council be directed to renew the current insurance policy prior to its expiry date or secure insurance with a different insurer in such sums and on terms which are not less than the current policy, or as are recommended by qualified professional advisors.

**Motion CARRIED.
VOTES**

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

Mover: CM Secnder: DDB

Motion 8

Annual report of the Strata Manager

Ordinary Resolution

Submitted by Strata Committee

Proposed resolution –

that the annual report of the Strata Manager be received.

**Motion CARRIED.
VOTES**

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

Mover: DDB Secnder: DK

Motion 9

Consideration of budget of estimated expenditure from the Administrative Fund	Ordinary Resolution Submitted by Strata Committee
<p>Proposed resolutions – that the budget of estimated expenditure from the Administrative Fund for the period 01/07/2024 to 30/06/2025 amounting to \$21,388.50, be adopted. and;</p> <p>that the above administrative fund expenditure estimates shall become the following financial years budget until it can be revised at the next AGM.</p>	
<p>Motion CARRIED. VOTES</p> <p>Yes : 4 No: 0 Abs: 3 Inv: 0</p>	

Mover: DDB Seconder: CP

Motion 10

Determination of the levy of contributions for the financial year

Ordinary Resolution
Submitted by Strata Committee

Proposed resolutions –
that the levy of contributions on owners for the Administrative Fund be payable in advance, inclusive of GST (if applicable), by instalments due and payable in the amounts and on the dates as shown below. and;

that these interim contributions be continued on a quarterly basis until otherwise determined by the strata company in general meeting.

Period From	Period To	Due	Admin Fund	Per Lot Entitlement
01 Jul 2024	30 Sep 2024	01 Jul 2024	\$5,347.12	\$53.4712
01 Oct 2024	31 Dec 2024	01 Oct 2024	\$5,347.12	\$53.4712
01 Jan 2025	31 Mar 2025	01 Jan 2025	\$5,347.12	\$53.4712
01 Apr 2025	30 Jun 2025	01 Apr 2025	\$5,347.14	\$53.4714
01 Jul 2024	30 Jun 2025		\$21,388.50	\$213.8850

Interim Periods

Period From	Period To	Due	Admin Fund	Per Lot Entitlement
01 Jul 2025	30 Sep 2025	01 Jul 2025	\$5,347.12	\$53.4712
01 Jul 2025	30 Sep 2025		\$5,347.12	\$53.4712

Motion CARRIED. VOTES	Yes : 4	No: 0	Abs: 3	Inv: 0
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Mover: CM Seconder: DDB

Motion 11

Consideration of the 10-year plan and proposed provision for the Reserve Fund

Ordinary Resolution
Submitted by Strata Committee

Proposed resolutions –
that the 10-year plan be adopted as presented (if applicable). and;

that the levy of contributions on owners for the Reserve Fund be payable in advance, inclusive of GST (if applicable), by instalments due and payable in the amounts and on the dates as shown below. and;

that these interim contributions be continued on a quarterly basis until otherwise determined by the strata company in general meeting.

Period From	Period To	Due	Reserve Fund	Per Lot Entitlement
01 Jul 2024	30 Sep 2024	01 Jul 2024	\$656.25	\$6.5625
01 Oct 2024	31 Dec 2024	01 Oct 2024	\$656.25	\$6.5625
01 Jan 2025	31 Mar 2025	01 Jan 2025	\$656.25	\$6.5625
01 Apr 2025	30 Jun 2025	01 Apr 2025	\$656.25	\$6.5625
01 Jul 2024	30 Jun 2025		\$2,625.00	\$26.2500

Interim Periods

Period From	Period To	Due	Reserve Fund	Per Lot Entitlement
01 Jul 2025	30 Sep 2025	01 Jul 2025	\$656.25	\$6.5625
01 Jul 2025	30 Sep 2025		\$656.25	\$6.5625

Motion CARRIED. VOTES	Yes : 4	No: 0	Abs: 3	Inv: 0
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Mover: DK Seconder: DDB

Motion 12

Next AGM	Ordinary Resolution Submitted by Strata Committee
Proposed resolution — that the next AGM be scheduled after the end of the financial year and no later than 15 months after the date of this AGM.	
Motion CARRIED. VOTES <div> Yes : 4 No: 0 Abs: 3 Inv: 0 </div>	

Mover: DB Seconder: CP

Item 13	
Matters without notice for discussion and referral to the Council	
<p>Such matters may only be raised at the discretion of the Chair and with leave of the meeting.</p> <p>-“Rough sleepers” continuing to be an issue at the complex. Discussions relating to the clean up of rough sleepers. It was decided that the Strata Manager would obtain a quote from a contractor to attend to call outs for clean ups.</p> <p>-Discussions regarding amenities signage to be changed to “Staff Only” to deter public use</p> <p>-CCTV access. Dom to arrange remote access for lot owners</p> <p>-Discussions regarding the addition of a Bulders Spindle to be made to the tap</p>	

Mover: CM Seconder: DDB

Close of meeting
There being no further business, the Chairperson declared the meeting closed at 06:57 PM.

Signed as true record

Chairperson

Date



Issue date: 02 August 2024

Certificate of Insurance

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

INSURED:	The Owners of Strata Plan 75068	
INTERESTED PARTY(S):	Name	Classification
DESCRIPTION OF INSURED BUSINESS:	Residential Strata	
SITUATION OF RISK:	67 WRAY AVENUE, FREMANTLE, WA 6160	
SECTION 1:	<u>Property - Physical Loss, Destruction or Damage</u> Buildings - \$2,726,847.00 Common Contents - \$27,268.00	
SECTION 2:	<u>Voluntary Workers Personal Accident</u> Accidental Death & Disablement - Insured Weekly Benefits - Insured	
SECTION 3:	<u>Office Bearers' Liability</u> Limit of Indemnity - \$250,000.00 in the aggregate Period of Insurance	
SECTION 4:	<u>Fidelity Guarantee</u> Limit - \$100,000.00 in the aggregate Period of Insurance	
SECTION 5:	<u>Machinery Breakdown</u> Limit - \$5,000 in the aggregate Period of Insurance	
SECTION 6:	<u>Public Liability</u> Limit of Indemnity - \$20,000,000.00 each and every Occurrence	
SECTION 7:	<u>Government Audit Costs, Workplace Health and Safety Breaches and Legal Expenses</u> (a) Taxation and Audit Costs Limit of Indemnity - \$30,000 in the aggregate Period of Insurance (b) Workplace Health and Safety Breaches Limit of Indemnity - \$150,000 in the aggregate Period of Insurance (c) Legal Defence Expenses Limit of Indemnity - \$50,000 in the aggregate Period of Insurance	
POLICY NUMBER:	LNG-STR-20039089	
PERIOD OF INSURANCE:	6 August 2024 expiring on 06 August 2025 at 4pm Local Standard Time	
INSURER:	Chubb Insurance Australia Limited	

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

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

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

Notice of Levies Due in July 2025

Notice is hereby given pursuant to Sections 43, 47 and 100 of the Strata Titles Act (STA) 1985 that the following contributions are due

Issued 17/06/2025 on behalf of:

The Owners of 67 Wray Avenue Fremantle
ABN 18614816210
67 Wray Avenue Fremantle
67 Wray Avenue
FREMANTLE WA 6160
for Lot 4 Unit 4

4/67 Wray Avenue
Fremantle WA 6160

Due date	Details	Amounts due (\$)		Total
		Admin Fund	Reserve Fund	
01/07/2025	Quarterly Admin/Reserve Levy	855.54	105.00	960.54
	Total levies due in month	855.54	105.00	960.54

Total of this levy notice	960.54
Levies in arrears	0.00
Interest on levies in arrears	0.00
Outstanding owner invoices	0.00
Subtotal of amount due	960.54
Prepaid	0.00
Total amount due	\$960.54

Late Payment: Section 100 of the Strata Titles Act 1985 provides for interest on unpaid levies to be charged at 11.00% p.a.

Cheques should be made payable to 'The Owners of 67 Wray Avenue Fremantle'

Levy Payment due 01/07/2025



DEFT
PAYMENT SYSTEMS

*Registration is required for payments from cheque or savings accounts. Please complete registration at www.deft.com.au. You do not need to re-register for the internet service if already registered.

Cindy Ann Mulcahy, Mark Edmund
Strata Scheme 75068
Lot 4 Unit 4



*496 218628857 1020025



Pay over the Internet from your Bank account. Register at www.deft.com.au



Credit card payments can be made over the internet. Log onto www.deft.com.au and follow the instructions. A surcharge will be applicable if you use this option



Pay by mailing this payment slip with your cheque to:
DEFT Payment Systems
GPO Box 2174, Melbourne VIC 3001



Post Billpay

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

Contact your participating financial institution to make a BPAY payment from your cheque or savings account. Enter the biller code and your DEFT reference number. To use the QR code, use the reader within your mobile banking app. More info: www.bpay.com.au

Salt Strata Management Pty Ltd

DEFT Reference Number

2186288571020025

Amount Due

\$960.54

Due Date

01/07/2025

Amount Paid

\$



Acumentis®

Acumentis Pty Ltd
ABN 30 109 670 671

Telephone: 1300 882 401

Maintenance Plan Report

67 Wray Avenue, Fremantle WA 6160



Report Date: 15 November 2023
Acumentis Ref: 2310011706



15.11.2023

The Owners of 67 Wray Avenue, Fremantle Strata Plan 75068
C/- Salt Strata Management
a.gorjy@saltproperty.com.au
FREMANTLE WA 6160

Dear Committee,

RE: 67 WRAY AVENUE, FREMANTLE – MAINTENANCE PLAN FORECAST REPORT

As requested, we have carried out a Maintenance Plan for the above-mentioned property.

We have prepared this Maintenance Plan Report based on the inspection carried out on 3 November 2023.

The committee are encouraged to review the report and engage in a consultative process in order to further implement the recommendations of the report.

If you have any questions or require clarification, Acumentis is available to discuss the contents of the report at any stage.

We thank you for your business and look forward to assisting you in the future.

Kind Regards,

Zac Gleeson *BUrbDev (QuantSurv) Hons MAIQS, CQS*

Quantity Surveyor



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1 Executive Summary

1.1 Basis of Report

Property Address:	67 Wray Avenue, Fremantle WA 6160
Strata Plan:	Strata Plan 75068
Plan Type:	Strata Plan
Inspection Date:	3 November 2023
Prepared By:	Chris Podmore <i>BUrbDev (QuantSurv) Hons</i>
Authorised By:	Zac Gleeson <i>BUrbDev (QuantSurv) Hons MAIQS, CQS</i>
Starting Reserve Fund Balance:	\$8,255 (as at 30.06.2023)
Building Cost Inflation:	3.5%
Interest Rate on Bank Deposits:	2.00%
Income Tax Rate Payable (on interest)	30%
Goods and Services Tax (GST):	Included

1.2 Maintenance Plan Summary

This Maintenance Plan is relevant to the subject site only as per the instructions received on behalf of the Body Corporate. It is relevant to the subject site as at the date of the inspection or as at the date of commission (if no inspection was undertaken). This Maintenance Plan assumes normal ongoing maintenance has occurred to achieve the recommended effective lives of individual assets / works. This Maintenance Plan assumes all applicable information has been supplied by the Body Corporate which may effect the outcome of this report. Works within the boundaries of the site are allowed for only.

Reserve Fund levies for the 2023 / 2024 financial year have been estimated to be **\$2,500** including GST.

We would recommend that in the best interest of the client, a record should be kept of all building activity on the site as this may affect the outcome of the Maintenance Plan in the future.

1.3 Disclaimer

This report does not provide specific building or plant maintenance or condition advice. A non-invasive inspection has been undertaken only. We do not accept any contractual, tortious, or other form of liability for any consequences, loss or damage which may arise as a result of any other person acting upon or using the information within this report.

2 Clarifications

2.1 Scope of Work

We have been instructed, on behalf of the Body Corporate to prepare a report to analyse the anticipated expenditure for the next fifteen [15] years for replacing the common area capital items.

The site is located at 67 Wray Avenue, Fremantle WA 6160.

2.2 Documentation and Inspections

A representative inspected the property on 3 November 2023.

The estimate has been based upon dimensions ascertained by one or a combination of the following methods:

- a) From available drawings provided to us.
- b) From discussions with the owner and representatives.
- c) From measurements physically taken on site.
- d) From information prepared by third parties.
- e) From industry reference material.

2.3 Purpose of Report

The purpose of this document is to provide a Maintenance Plan forecast to plan for the reservation of funds towards capital cost items anticipated to require maintenance, repair, renewal, or replacement (other than of a routine nature) in the period covered by the plan.

As per the Strata Titles Act 1985 regulations, a covered item is defined as common property or personal property of the strata company.

A maintenance plan budget must allow for raising a reasonable capital amount from contributions to provide for necessary and reasonable spending for the current financial year, and also to reserve an amount to meet likely spending for at least the next nine [9] years (this forecast includes for the next 14 years) after the current financial year, having regard to:

- likely spending of a capital or non-recurrent nature.
- replacement of major capital items.
- other costs that should reasonably be met from capital.

2.4 Method

A fifteen [15] year forecast period has been adopted which is in excess of the recommended minimum forecast of ten [10] years.

If the identified capital items within this schedule were put to tender, it would be reasonable to expect that the quotations would vary significantly. However, we believe that the allowances shown provide for good workmanship and suitable materials and are therefore a fair and reasonable allowance.

The following schedules are supplied to assist the Body Corporate in calculating a suitable provision, which should be allowed for future works as described in Section 2.0 above. However, to conform with the Regulations, it is recommended that the maintenance plan schedules be reviewed on a yearly basis to account for major capital works items falling outside the forecasted period of fifteen [15] years.

3 Schedules

3.1 Cash Flow Summary

The table below summarises our forecasted cash flow of the reserve fund

Year	Date			Opening Balance	Sinking Fund Levies	Estimated Sinking Fund Expenditure	Interest Earned	Tax on interest	Closing Balance
		-	2023	-	-	-	-	-	8,255
1	2023	-	2024	8,255	2,500	(1,087)	180	(54)	9,793
2	2024	-	2025	9,793	5,000	(0)	247	(74)	14,966
3	2025	-	2026	14,966	7,000	(2,993)	341	(102)	19,212
4	2026	-	2027	19,212	8,750	(2,008)	454	(136)	26,272
5	2027	-	2028	26,272	9,109	(4,626)	574	(172)	31,156
6	2028	-	2029	31,156	9,515	(1,291)	709	(213)	39,877
7	2029	-	2030	39,877	9,810	(33,242)	569	(171)	16,843
8	2030	-	2031	16,843	10,621	(922)	437	(131)	26,848
9	2031	-	2032	26,848	11,158	(2,385)	628	(188)	36,060
10	2032	-	2033	36,060	11,609	(0)	842	(252)	48,258
11	2033	-	2034	48,258	12,041	(4,453)	1,047	(314)	56,579
12	2034	-	2035	56,579	12,556	(0)	1,264	(379)	70,021
13	2035	-	2036	70,021	13,051	(1,095)	1,529	(459)	83,047
14	2036	-	2037	83,047	13,561	(2,833)	1,779	(534)	95,021
15	2037	-	2038	95,021	14,058	(24,543)	1,809	(543)	85,802

3.2 Capital Asset Summary

The table below represents our estimate of the current replacement cost allocated to each capital cost item. It also details, in our opinion, the expected life expectancy of the asset along with the estimated remaining life until capital expenditure will need to occur to replace/maintain the capital cost item.

No.	Location	Work Type	Description	Estimated Life in Years	Estimated Remaining Life	Estimated Current Replacement Cost	Required fund to date	Actual fund to date
1	Roof	Repair	Roof sheeting (screws / flashings)	25	20	11,745	-	-
2	Roof	Maintain / repair	Gutters and downpipes	25	20	5,220	-	-
3	External	Repaint	External surfaces	12	7	20,760	8,650	5,036
4	External	Maintain / repair	Windows and doors	25	20	4,550	-	-
5	Balconies, accessways, stairs, entries	Replace / repair	Balustrades, handrails	30	25	4,140	-	-
6	Car parking or basement	Replace / repair	Security gate	30	25	12,800	-	-
7	Car parking or basement	Repaint	Linemarking	8	3	600	375	218
8	Common amenities	Refurbish	Amenities	25	20	3,800	-	-
9	Electrical	Replace	Lighting & emergency lighting fixtures (progressive)	5	1	1,050	840	489
10	Electrical	Replace / repair	Switchboard	30	25	8,800	-	-
11	Security	Replace / repair	CCTV	10	7	2,300	690	402
12	Fire	Replace	Fire indicator panel	20	15	6,800	-	-
13	Fire	Replace / repair	Fire detection and alarm system fixtures (progressive)	10	5	1,500	750	437
14	Fire	Replace	Fire extinguishers	10	5	720	360	210
15	Siteworks	Replace	Mailboxes	20	15	1,575	-	-
16	Siteworks	Replace	Security gate motor	10	5	1,675	838	488
17	Siteworks	Repair	Bitumen accessway	12	7	1,668	695	405
18	Siteworks	Replace / repair	Aluminium screens / gates	30	25	6,300	-	-
19	General Allowances	Maintain / repair	Building works	4	3	1,400	350	204
20	General Allowances	Repair	Electrical works allowance	5	3	700	280	163
21	General Allowances	Repair	Plumbing / pipework (allowance)	5	4	1,750	350	204
22	Miscellaneous	Replace	Signage	20	15	980	-	-
							14,178	8,255

3.3 Condition

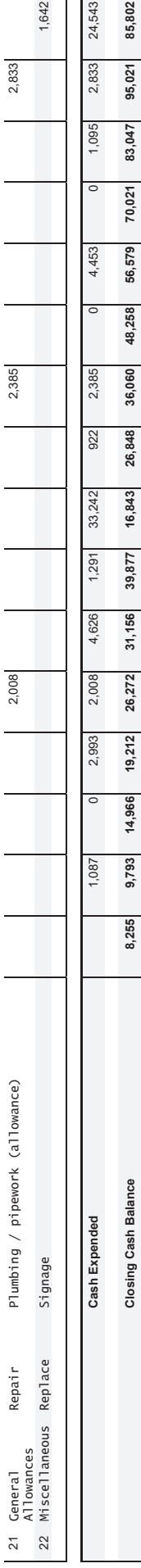
As per the regulations the below schedule outlines the details we know about the covered items of common property and personal property. This detail was gathered from information on site as well as information provided by the Strata Management company or member of the committee.

No.	Location	Work Type	Description	Date of Installation, Construction or Acquisition	Present Condition or Operating State	Inspection of Equipment - Date Last Undertaken
1	Roof	Repair	Roof sheeting (screws / flashings)	2018	Very Good	Unknown
2	Roof	Maintain / repair	Gutters and downpipes	2018	Very Good	Unknown
3	External	Repaint	External surfaces	2018	Very Good	Unknown
4	External	Maintain / repair	Windows and doors	2018	Very Good	Unknown
5	Balconies, accessways, stairs, entries	Replace / repair	Balustrades, handrails	2018	Very Good	Unknown
6	Car parking or basement	Replace / repair	Security gate	2018	Very Good	Unknown
7	Car parking or basement	Repaint	Linemarking	2018	Good	Unknown
8	Common amenities	Refurbish	Amenities	2018	Very Good	Unknown
9	Electrical	Replace	Lighting & emergency lighting fixtures (progressive)	2018	Deteriorating	Unknown
10	Electrical	Replace / repair	Switchboard	2018	Very Good	Unknown
11	Security	Replace / repair	CCTV	2018	Very Good	Unknown
12	Fire	Replace	Fire indicator panel	2018	Very Good	Unknown
13	Fire	Replace / repair	Fire detection and alarm system fixtures (progressive)	2018	Very Good	Unknown
14	Fire	Replace	Fire extinguishers	2018	Very Good	Unknown
15	Siteworks	Replace	Mailboxes	2018	Very Good	Unknown
16	Siteworks	Replace	Security gate motor	2018	Very Good	Unknown
17	Siteworks	Repair	Bitumen accessway	2018	Very Good	Unknown
18	Siteworks	Replace / repair	Aluminium screens / gates	2018	Very Good	Unknown
19	General Allowances	Maintain / repair	Building works			
20	General Allowances	Repair	Electrical works allowance			
21	General Allowances	Repair	Plumbing / pipework (allowance)			
22	Miscellaneous	Replace	Signage	2018	Very Good	Unknown

3.4 Cashflow Forecast

The table below represents our forecast of the cashflow.

		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
		- 2023														
Opening Balance			8,255	9,793	14,966	19,212	26,272	31,156	39,877	16,843	26,848	36,060	48,258	56,579	83,047	95,021
Levies (from Calculated Levies)																
Interest Earned			2,500	5,000	7,000	8,750	9,109	9,515	9,810	10,621	11,158	11,609	12,041	12,556	13,561	14,058
LESS Tax on interest			180 (54)	247 (74)	341 (102)	454 (136)	574 (172)	709 (213)	569 (171)	437 (131)	628 (188)	842 (252)	1,047 (314)	1,264 (379)	1,779 (534)	1,809 (543)
Cash Income			10,880	14,966	22,205	28,280	35,782	41,168	50,085	27,770	38,445	48,258	61,032	70,021	97,854	110,345
Expenditure																
1 Roof Repair / Maintain	Rooftop sheeting (Screws / Flashings)															
2 Roof repair	Gutters and downpipes															
3 External Repaint	External surfaces								26,413							
4 External Maintain / repair	Windows and doors															
5 Balconies, stairs, entries	Balustrades, handrails															
6 Car parking or basement repair	Security gate															
7 Car parking or basement	Linemarking				665								876			
8 Common amenities	Amenities															
9 Electrical	Replace Lighting & emergency lighting fixtures (progressive)	1,087					1,291						1,533			
10 Electrical	Replace / Switchboard															
11 Security	Replace / CCTV repair							2,926								
12 Fire	Replace Fire indicator panel															11,392
13 Fire	Replace / Fire detection and alarm system fixtures (progressive)					1,782										2,513
14 Fire	Replace Fire extinguishers					855										1,206
15 Siteworks	Replace Mailboxes															2,639
16 Siteworks	Replace Security gate motor					1,989										2,806
17 Siteworks	Repair Bitumen accessway								2,122							
18 Siteworks	Replace / Aluminium screens / gates repair															
19 General Allowances	Maintain / Building works			1,552					1,781				2,044			2,345
20 General Allowances	Repair Electrical works allowance			776						922					1,095	



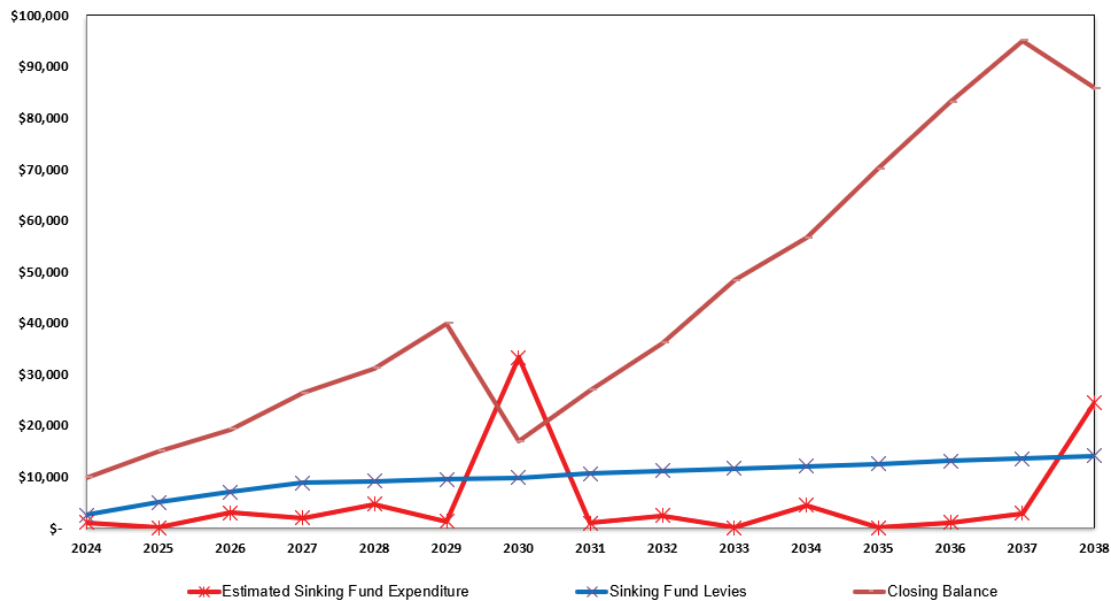
3.5 Levy Forecast

The table below reflects the breakdown of how the proposed levies were calculated and forecast over the reporting period.

No.	Location	Work Type	Description	2023 2024	2024 2025	2025 2026	2026 2027	2027 2028	2028 2029	2029 2030	2030 2031	2031 2032	2032 2033	2033 2034	2034 2035	2035 2036	2036 2037	2037 2038
1	Roof	Repair	Roof sheeting (screws / flashings)	0	0	0	0	0	1,211	1,254	1,297	1,343	1,390	1,438	1,489	1,541	1,595	1,651
2	Roof	Maintain / repair	Gutters and downpipes	0	0	0	0	0	538	557	577	597	618	639	662	685	709	734
3	External	Repaint	External surfaces	3,395	3,514	3,637	3,764	3,896	4,032	4,174	2,733	2,829	2,928	3,030	3,137	3,246	3,360	3,478
4	External	Maintain / repair	Windows and doors	0	0	0	0	0	469	486	503	520	538	557	577	597	618	639
5	Balconies, accessways, stairs, entries	Replace / repair	Balustrades, handrails	0	0	0	0	0	0	0	0	0	0	507	525	543	562	582
6	Car parking or basement	Replace / repair	Security gate	0	0	0	0	0	0	0	0	0	0	1,568	1,623	1,679	1,738	1,799
7	Car parking or basement	Repaint	Linemarking	214	222	229	97	100	104	107	111	115	119	123	127	132	136	141
8	Common amenities	Refurbish	Amenities	0	0	0	0	0	392	406	420	434	450	465	482	499	516	534
9	Electrical	Replace	Lighting & emergency lighting fixtures (progressive)	1,087	241	249	258	267	276	286	296	306	317	328	340	351	364	377
10	Electrical	Replace / repair	Switchboard	0	0	0	0	0	0	0	0	0	0	1,078	1,115	1,155	1,195	1,237
11	Security	Replace / repair	CCTV	376	389	403	417	432	447	462	352	364	377	390	404	418	432	448
12	Fire	Replace	Fire indicator panel	590	611	632	655	678	701	726	751	777	805	833	862	892	923	956
13	Fire	Replace / repair	Fire detection and alarm system fixtures (progressive)	332	344	356	368	381	214	222	230	238	246	254	263	273	282	292
14	Fire	Replace	Fire extinguishers	159	165	171	177	183	103	106	110	114	118	122	126	131	135	140
15	Siteworks	Replace	Mailboxes	137	142	146	152	157	162	168	174	180	186	193	200	207	214	221
16	Siteworks	Replace	Security gate motor	371	384	397	411	426	239	248	256	265	274	284	294	304	315	326
17	Siteworks	Repair	Bitumen accessway	273	282	292	302	313	324	335	220	227	235	243	252	261	270	279
18	Siteworks	Replace / repair	Aluminium screens / gates	0	0	0	0	0	0	0	0	0	0	772	799	827	856	885
19	General Allowances	Maintain / repair	Building works	500	517	535	423	437	453	468	485	502	519	538	556	576	596	617
20	General Allowances	Repair	Electrical works allowance	250	259	268	172	178	184	191	197	204	211	219	226	234	242	251
21	General Allowances	Repair	Plumbing / pipework (allowance)	476	493	510	528	445	460	476	493	510	528	547	566	586	606	627
22	Miscellaneous	Replace	Signage	85	88	91	94	98	101	105	108	112	116	120	124	129	133	138
Calculated Levies				8,245	7,651	7,916	7,818	7,991	10,410	10,777	9,313	9,637	9,975	14,248	14,749	15,266	15,797	16,352
Averaged Levies				2,561	5,123	7,182	8,986	9,435	9,907	10,402	10,922	11,468	12,042	12,644	13,276	13,940	14,637	15,368
LESS: Net Interest Earned on Deposits after Tax				(61)	(123)	(182)	(236)	(326)	(391)	(592)	(301)	(310)	(432)	(602)	(720)	(888)	(1,075)	(1,310)
Total Sinking Fund Levies (to Cash Flow)				2,500	5,000	7,000	8,750	9,109	9,515	9,810	10,621	11,158	11,609	12,041	12,556	13,051	13,561	14,058

3.6 Cashflow Graphical Representation

The image below is a graphical representation of the forecasted cashflow for the fund.



4 Report Use Limitations

This report has a maximum usage period of five [5] years and is recommended to be reviewed annually due to changes to the subject site, actual works undertaken, and the like. Escalation has been allowed for in this report and it is a prediction based on historical analysis of construction cost data and the changes in these costs over time. As we are only able to forecast likely cost movements, it is necessary to update this maintenance plan fund regularly as recommended.

This report excludes the following items:

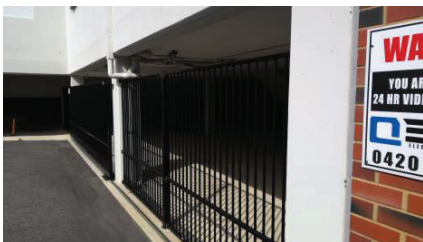
- a) Structural, or potential structural defects.
- b) Refurbishment or general upgrade of common areas.
- c) Impacts / costs associated with future changes to legislation.
- d) Maintenance contracts [ie pool, lifts, and gardening].
- e) Abnormal usage of premises.
- f) Costs associated due to insufficient normal maintenance.
- g) No provision is made for work associated with contaminated land or materials.
- h) No soil analysis or geological studies were ordered or made in conjunction with this report.
- i) Part only replacement and minor items, which would occur infrequently [whereby the sum of such a replacement does not exceed [\$500.00] have not been included in this maintenance plan.
- j) The Maintenance Plan assumes the Body Corporate will maintain the Administration Fund adequately to account for future costs associated with Item i].
- k) Foundation and utility infrastructure works, or replacements have not been included in this maintenance plan analysis.
- l) Any cost implication as a direct result of Covid-19 affecting the supply of materials and labour.
- m) N.B. Goods and Services Tax [GST] IS INCLUDED.

If an inspection was undertaken, the inspection was a visual inspection limited only to areas of common property fully accessible. The inspection was non-invasive with no attempt to made to remove, modify, dismantle any fixture or fitting nor to assess or test every part of the building and associated plant. The extent of this assessment is based on the assumption that the premises were designed, approved, constructed, and certified in accordance with the relevant authority requirements of the day, and every effort has been made to maintain the premises in accordance with those requirements. The report was compiled without prejudice and in the belief that no pertinent information has been withheld, Acumentis reserves the right to review the report in the light of such information.

This report is confidential to the Body Corporate, Acumentis guarantees to the customer that it will not release any information obtained as a result of the inspection to any unrelated parties, and requests that the customer reciprocate likewise.

Acumentis shall be indemnified against any loss, damage, expense, whether consequential or otherwise, arising from matters resulting from this inspection or raised in this report. No liability is accepted in contract, tort, or any other form of liability as a result of any other person acting upon or using this estimate.

5 Photographs



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

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05/22