

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



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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:

☐ Sole owner ☐ Joint Tenants ☐ Tenants in Common specify the undivided shares

SCHEDULE

The **Property** at:

Address 7/46 KNUTSFORD STREET

Suburb FREMANTLE State WA Postcode 6160

Lot 14 Deposited / Survey / Strata / Diagram / Plan 68637 Whole / Part Vol 2937 Folio 823

A **deposit** of \$ of which \$ is paid now and \$ to be paid within days of acceptance to be held by WHITE HOUSE PROPERTY PARTNERS REBA TRUST ACCOUNT TC 78004

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

Purchase Price

Settlement Date

Property Chattels including ALL FIXED FLOOR COVERINGS, WINDOW TREATMENTS, LIGHT FITTINGS, FIXTURES & FITTINGS.

GST WITHHOLDING

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

FINANCE CLAUSE IS APPLICABLE

LENDER/

MORTGAGE BROKER (NB: If blank, can be any)

LATEST TIME: 4pm on:

AMOUNT OF LOAN:

SIGNATURE OF BUYER

FINANCE CLAUSE IS NOT APPLICABLE

Signature of the Buyer if Finance Clause IS NOT applicable

NOTE: IF THIS DOCUMENT IS ON SEPARATE PAGES OR IS TO BE FAXED THEN ALL PARTIES SHOULD SIGN ALL PAGES.

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

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

SPECIAL CONDITIONS

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

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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 <div></div> <table><tr><td>Signature</td><td>Signature</td></tr></table>	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 <div></div> <table><tr><td>Signature</td><td>Signature</td></tr></table>	Signature	Signature
Signature	Signature				
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

7/46 KNUTSFORD STREET, FREMANTLE, WA 6160

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

1.

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

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

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

Buyer

Seller

Date

Date

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

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

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

Buyer

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Seller

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

WESTERN



AUSTRALIA

TITLE NUMBER

Volume

2937

Folio

823

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 14 ON STRATA PLAN 68637

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

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

(T P721253) REGISTERED 26/9/2023

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

1. INTERESTS NOTIFIED ON THE STRATA PLAN AND ANY AMENDMENTS TO LOTS OR COMMON PROPERTY NOTIFIED THEREON BY VIRTUE OF THE PROVISIONS OF THE STRATA TITLES ACT OF 1985 AS AMENDED.
2. L898937 MEMORIAL. CONTAMINATED SITES ACT 2003 REGISTERED 2/4/2012.

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:

SP68637

PREVIOUS TITLE:

2902-491

PROPERTY STREET ADDRESS:

UNIT 7 46 KNUTSFORD ST, FREMANTLE.

LOCAL GOVERNMENT AUTHORITY:

CITY OF FREMANTLE

STRATA PLAN

68637

SHEET 2 OF 4 SHEETS



MNG
 MNG GROUP
 PO Box 1501, Murdoch W.A. 6054
 Tel: (08) 9448 1500
 Fax: (08) 9448 1500
 ASB 90 009 963 311

MNG Ref: 95601SP-0040

AS TO THIS SHEET ONLY:

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 302(a) OF THE STRATA TITLES ACT 1985.

THE STRATUM OF THE COURTYARDS EXTENDS FROM 1 METRE BELOW THE UPPER SURFACE OF THE GROUND FLOOR OF THE RESPECTIVE BUILDING PART LOT TO THE UPPER SURFACE OF THE FIRST FLOOR PROJECTED OF THE BUILDING PART LOT ABOVE, EXCEPT WHERE COVERED. THE BOUNDARIES OF THE COURTYARDS ARE FROM THE OUTSIDE SURFACE OF THE BUILDING TO THE INSIDE SURFACE OF THE COURTYARD WALLS, UNLESS OTHERWISE STATED.

THE STRATUM OF THE CARBAYS EXTENDS FROM THE UPPER SURFACE OF THEIR FLOOR TO THE UNDERSIDE OF THEIR CEILING.

ALL DIMENSIONS FROM BUILDINGS ARE FROM EXTERNAL FACE OF WALLS UNLESS OTHERWISE STATED.

ALL ANGLES ON THE PLAN ARE MULTIPLES OF 45° UNLESS DEFINED BY STRUCTURES. PARCEL BOUNDARIES OR OTHERWISE STATED.

FWP = FACE OF WALL PRODUCED

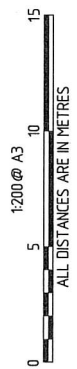
CY = COURTYARD

CB = CARBAY

S = STORE

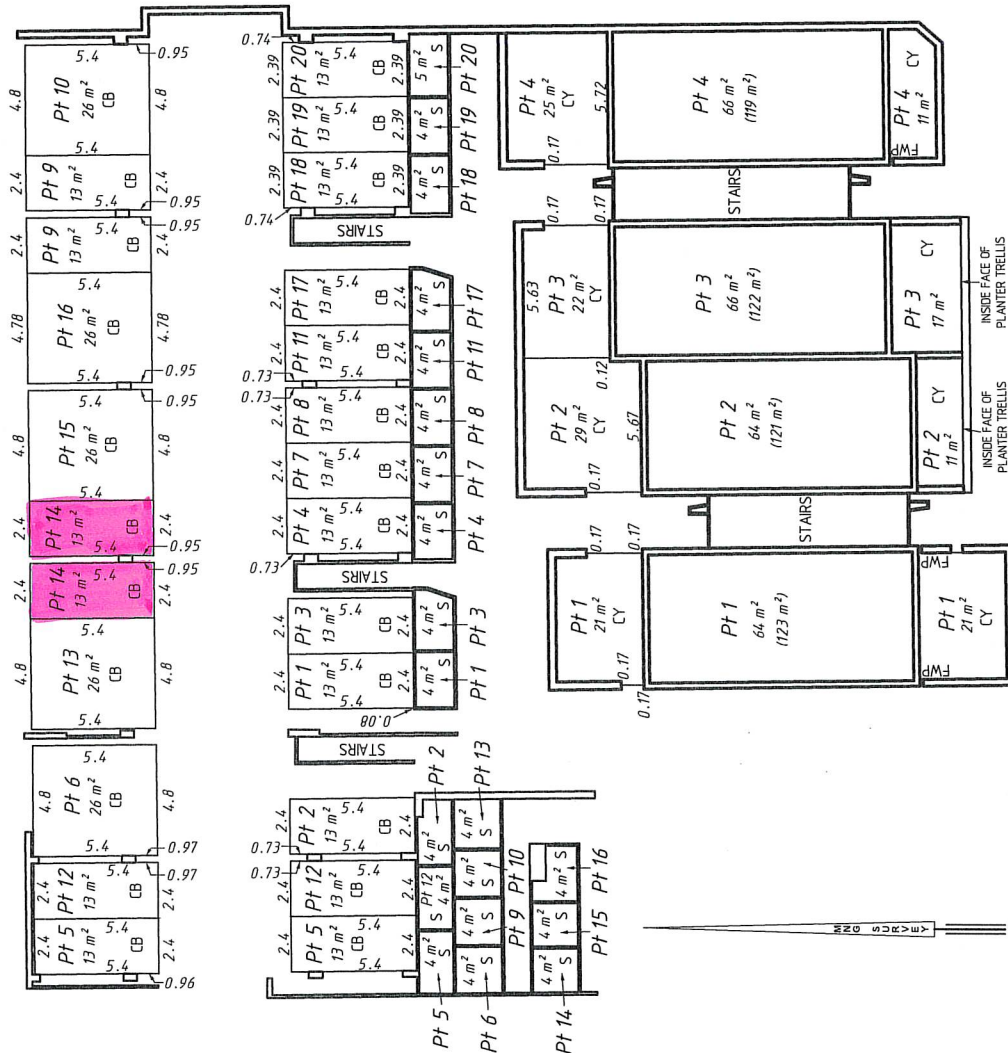
FOR OTHER PARTS OF LOTS 5 - 20 SEE SHEETS 3 & 4.

WHERE SHOWN, OUTSIDE SURFACE OF COLUMN DEFINES CARBAY BOUNDARY



HELD BY LANDGATE IN DIGITAL FORMAT ONLY

GROUND FLOOR PLAN



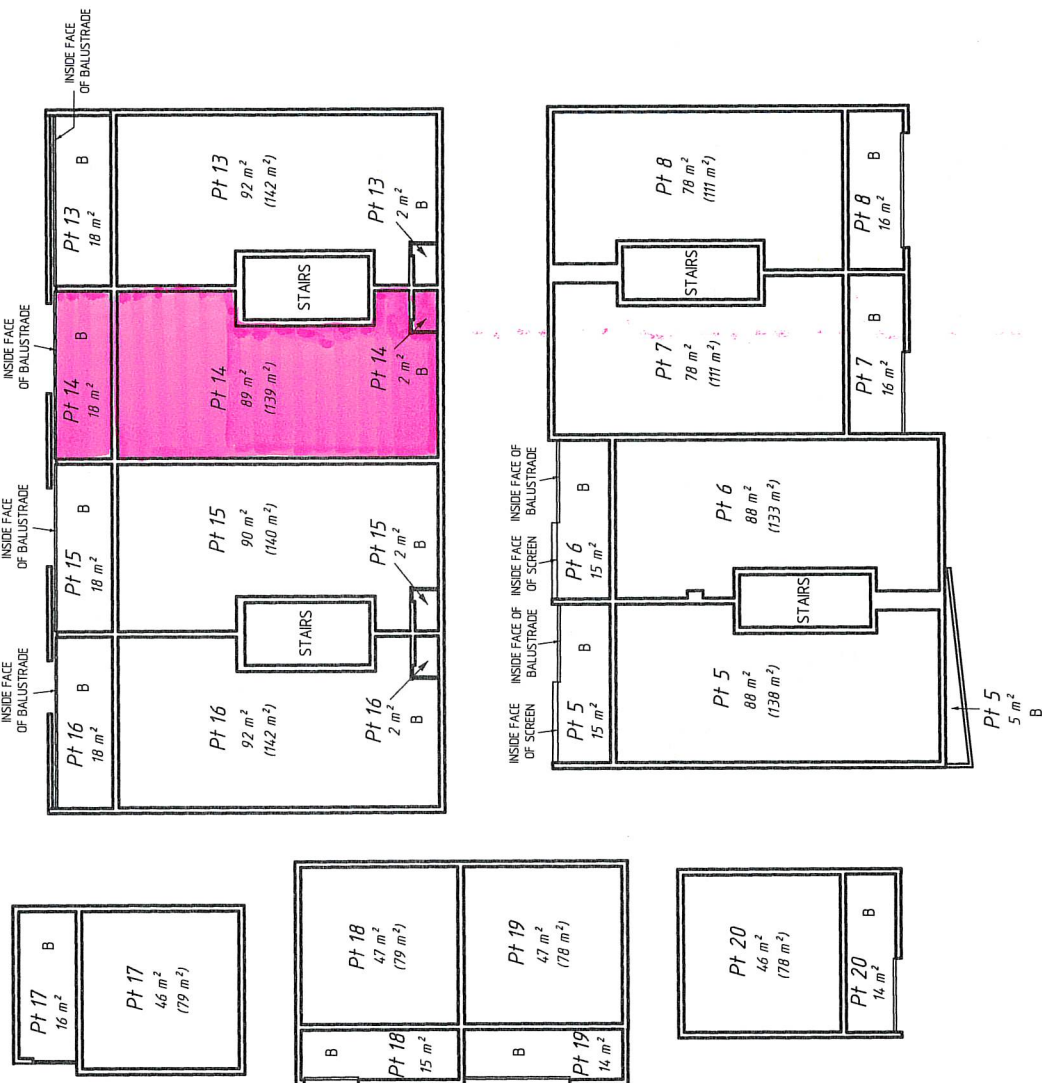
STRATA PLAN 68637

SHEET 3 OF 4 SHEETS



FIRST FLOOR PLAN

HELD BY LANDGATE IN DIGITAL FORMAT ONLY



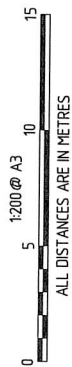
AS TO THIS SHEET ONLY:
THE BOUNDARIES OF THE LOTS OR PARTS OF THE LOTS WHICH ARE SHOWN ON THE STRATA PLAN ARE THE INNER SURFACES OF THE WALLS, THE UPPER SURFACE OF THE FLOOR AND THE UNDER SURFACE OF THE CEILING, AS PROVIDED BY SECTION 32(1a) OF THE STRATA TITLES ACT 1985.

THE STRATUM OF THE BALCONIES EXTENDS FROM THE UPPER SURFACE OF THE BALCONY FLOOR TO THE UNDERSURFACE OF THE BALCONY CEILING, OR WHERE NOT COVERED, TO THE PROJECTION OF THE UNDERSURFACE OF THE ADJOINING BUILDING LOT CEILING.

THE BOUNDARIES OF THE BALCONIES ARE FROM THE EXTERNAL SURFACE OF THE BUILDING TO THE INNER SURFACE OF THE BALCONY WALLS, OR THE INNER SURFACE OF THE BALUSTRADING, UNLESS OTHERWISE STATED.

B = BALCONY

FOR OTHER PARTS OF LOTS 5 - 8 & 13 - 20 SEE SHEET 2.





HELD BY LANDGATE IN DIGITAL FORMAT ONLY

SECOND FLOOR PLAN

STRATA PLAN
68637

SHEET 4 OF 4 SHEETS

PO Box 3750, Success W.A. 6854
Email: info@mngsurvey.com.au
Tel: (08) 6486 1399
Fax: (08) 6486 1398
MNG Ref: 58601SP-0040

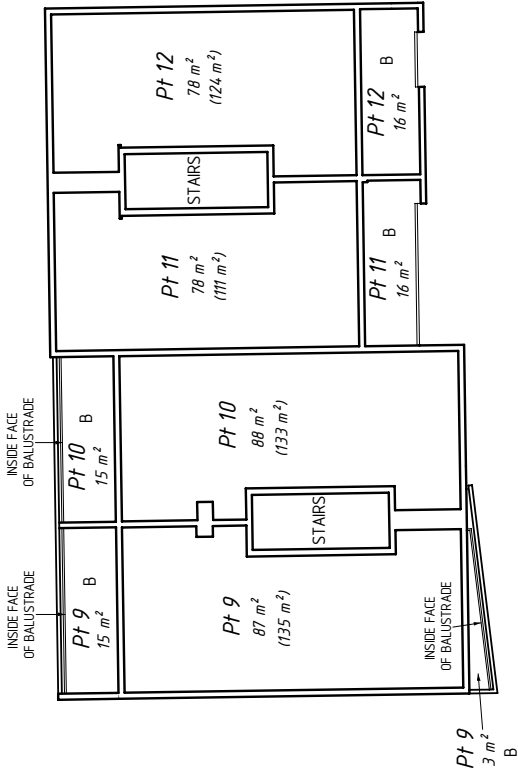
AS TO THIS SHEET ONLY:
THE BOUNDARIES OF THE LOTS OR PARTS OF THE LOTS WHICH ARE BUILDINGS SHOWN ON THE STRATA PLAN ARE THE INNER SURFACES OF THE WALLS, THE UPPER SURFACE OF THE FLOOR AND THE UNDER SURFACE OF THE CEILING, AS PROVIDED BY SECTION 3(2)(a) OF THE STRATA TITLES ACT 1985.

THE STRATUM OF THE BALCONIES EXTENDS FROM THE UPPER SURFACE OF THE BALCONY FLOOR TO THE UNDERSURFACE OF THE BALCONY CEILING, OR WHERE NOT COVERED, TO THE PROJECTION OF THE UNDERSURFACE OF THE ADJOINING BUILDING LOT CEILING.

THE BOUNDARIES OF THE BALCONIES ARE FROM THE EXTERNAL SURFACE OF THE BUILDING TO THE INNER SURFACE OF THE BALCONY WALLS, OR THE INNER SURFACE OF THE BALUSTRADING, UNLESS OTHERWISE STATED.

B = BALCONY

FOR OTHER PARTS OF LOTS 9, 10, 11 & 12 SEE SHEET 2.



FORM 3

STRATA PLAN No.				68637			
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	45			16	56		
2	45			17	40		
3	45			18	40		
4	45			19	40		
5	56			20	40		
6	55						
7	53						
8	53						
9	56						
10	55						
11	53						
12	55						
13	56						
14	56						
15	56			Aggregate	1,000		

DESCRIPTION OF PARCEL AND BUILDING

A 2017 year built, brick and iron, three level walk up development comprising of twenty residential dwellings

CERTIFICATE OF LICENSED VALUER STRATA

I, Enzo Evangelista, 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.

06-Sep-2017
Date

Enzo Evangelista
Digitally signed by Enzo Evangelista
 DN: CN=Enzo Evangelista, C=AU,
 E=enzo.evangelista@htw.com.au
 Reason: I am the author of this
 document
 Location:
 Date: 2017-09-06 13:15:09
 Signed



FORM 5

Strata Titles Act 1985

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

STRATA PLAN No. 68637

DESCRIPTION OF PARCEL & BUILDING

TWENTY RESIDENTIAL UNITS SITUATED ON LOT 128 ON
DEPOSITED PLAN 400720, HAVING A STREET ADDRESS OF
46 KNUTSFORD STREET, FREMANTLE, WA 6160.

CERTIFICATE OF LICENSED SURVEYOR

I, KENNY R SELLERS
....., 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*.~~



Kenny Sellers

2017.09.06 11:38:49 +08'00'

.....
Licensed Surveyor

.....
Date

*Delete if inapplicable



Occupancy permit – strata

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

Permit number
OPS0009/17

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 128 DP 400720 46 Knutsford Street FREMANTLE WA 6160		
Certificate of title	Volume: 2902	Folio: 491	
Lot(s) on survey	1-20		
Strata plan number	68637	Land being re-subdivided (if applicable)	
Description of building	20 x Multi Residential Units. Store-Rooms and Car-Park		
BCA class of the building	Main BCA class 2	Secondary BCA class (for multi-purpose buildings 7a & 10a)	
Use(s) of the building	20 x Multi Residential Units. Store-Rooms and Car-Park		Each restriction on use (if applicable)

2. Permit details

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


Details

20 x Multi Residential Units. Store-Rooms and Car-Park

Western Australian Planning Commission approval required? ☒ Yes ☐ No

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

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

Issuing officer	Name Ben Talarczyk	Job title Principal Building Surveyor
	Signature 	Date: 10 th October 2017
Permit authority	City of Fremantle	



FORM 26

WAPC Ref.

STRATA PLAN NO 68637

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
20-Sep-17 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 128 on DEPOSITED PLAN 400720
Location
46 KNUTSFORD STREET
Locality
FREMANTLE WA 6160
Local Government . CITY OF FREMANTLE

Lodged by: McMULLEN NOLAN GROUP
Date:

For Chairman, Western Australian
Planning Commission
31/10/17
Date

(*To be deleted as appropriate.)

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



INSTRUCTIONS

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

NOTES

1. **DESCRIPTION OF LAND**
Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated.
Extent - Whole, part or balance of the land comprised in the Certificate of Title to be stated. If this document relates to only part of the land comprised in the Certificate of Title further narrative or graphic description may be necessary. The volume and folio number to be stated.
2. **REGISTERED PROPRIETOR**
State full name and address of the Registered Proprietors as shown on the Certificate of Title and the address / addresses to which future notices can be sent.
3. **INFORMATION CONCERNING SITE CLASSIFICATION**
Include information concerning site classification as either: contaminated - restricted use, contamination - remediation required, remediated for restricted use or possibly contaminated - investigation required.
4. **CHIEF EXECUTIVE OFFICER'S ATTESTATION**
This document must be signed by or on behalf of the Chief Executive Officer, Department of Environment and Conservation under Section 91 of Contaminated Sites Act 2003. An Adult Person should witness this signature. The address and occupation of the witness must be stated.

EXAMINED

L898937 MZ

02 Apr 2012 14:54:46 Perth



REG \$ 150.00

MEMORIAL CONTAMINATED SITES ACT 2003

LODGED BY

Department of Environment and Conservation

ADDRESS

Level 4, 168 St Georges Terrace
Perth, WA 6000

PHONE No. 1300 762 982

FAX No. (08) 9333 7575

REFERENCE No. 8373

ISSUING BOX No. 888V

PREPARED BY

Contaminated Sites Branch
Department of Environment and Conservation

ADDRESS

Level 4, 168 St Georges Terrace
Perth, WA 6000

PHONE No. 1300 762 982 FAX No. (08) 9333 7575

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

TITLES, LEASES, DECLARATIONS ETC LODGED HERewith

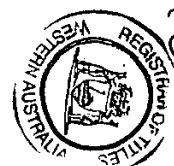
1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

Received Items

Nos.

Receiving
Clerk

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



APPROVAL NUMBER

DEPARTMENT OF ENVIRONMENT AND
CONSERVATION

Client ID 699

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED**MEMORIAL****CONTAMINATED SITES ACT 2003****SECTION 58(1) (a) (i) (I) (II) (III) (IV)**

DESCRIPTION OF LAND (Note 1)

LOT 1354 ON DEPOSITED PLAN 37671

EXTENT

Whole

VOLUME

2582

FOLIO

889

REGISTERED PROPRIETOR (Note 2)

WESTERN AUSTRALIAN LAND AUTHORITY
OF LEVEL 3, 40 THE ESPLANADE, PERTH

INFORMATION CONCERNING SITE CLASSIFICATION (Note 3)

Under the Contaminated Sites Act 2003, this site has been classified as "remediated for restricted use". For further information on the contamination status of this site, please contact the Contaminated Sites Branch of the Department of Environment & Conservation.

Dated this Twenty-eighth

day of March

Year 2012

CHIEF EXECUTIVE OFFICER'S ATTESTATION (Note 4)

Paul Newell
A/SECTION MANAGER.

DELEGATE OF THE CHIEF EXECUTIVE OFFICER
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
UNDER SECTION 91 OF THE
CONTAMINATED SITES ACT 2003



SIGNATURE OF WITNESS

FULL NAME:

Christopher Chau
168 St Georges Tce PERTH WA 6000

ADDRESS:

OCCUPATION:

Data Management Officer

N757470 SM

06 Nov 2017 09:10:10 Perth



10

Management Statement

(INSERT DOC TYPE HERE)

LODGED BY

ADDRESS

PHONE No.

FAX No.

REFERENCE No.

ISSUING BOX No.

CWS LAWYERS
 3rd Floor
 45 St Georges Tce
 PERTH WA 6000
 Phone: 6210 7070
 Fax: 9218 8715

888(V)

PREPARED BY CWS Lawyers

ADDRESS Level 3, 45 St Georges Terrace
 PERTH WA 6000

PHONE No. (08) 6210 7070

FAX No. (08) 9221 2264

REFERENCE No. DJC:MD:GM2103926

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

2/2

TITLES, LEASES, DECLARATIONS ETC LODGED HERewith

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

Received Items

Nos.

Receiving Clerk

2/2



EXAMINED

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.



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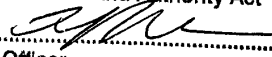
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Execution by persons having registered interests and caveators:

Western Australian Land Authority

Signed on behalf of the WESTERN AUSTRALIAN
LAND AUTHORITY by persons authorised by its
Board in accordance with Section 45(2)(b) of the
Western Australian Land Authority Act 1992.

.......... Kylie Joanne Reeves
Authorised Officer

.......... SARAH CHRISTINE RUSSELL
Authorised Officer



DATED 21 September 2017

Executed by FJM PROPERTY PTY LTD
ACN 102 637 856 in accordance with section
127 of the Corporations Act:



Signature of Director

Timothy Redvers Mack

Full Name of Director
(please print)



Signature of Director and Secretary

Gian-Maria Antonio Fini

Full Name of Director and Secretary
(please print)


Executed by GEORGIU CAPITAL PTY LTD
ACN 008 846 535 by its attorney FJM PROPERTY
PTY LTD ACN 102 637 856 under Registered Power
of Attorney number L884980 and in accordance
with section 127 of the Corporations Act:



Signature of Attorney

Timothy Redvers Mack

Full Name of Attorney
(please print)



Signature of Attorney

Gian-Maria Antonio Fini

Full Name of Attorney
(please print)

Executed by MAINPART HOLDINGS PTY LTD
ACN 110 051 128 by its attorney FJM PROPERTY
PTY LTD ACN 102 637 856 under Registered Power
of Attorney number L884979 and in accordance
with section 127 of the Corporations Act:



Signature of Attorney

Timothy Redvers Mack

Full Name of Attorney
(please print)



Signature of Attorney

Gian-Maria Antonio Fini

Full Name of Attorney
(please print)





to, or install any structure on the common property unless it is of a standard in keeping with a high class residential development and has been approved by the council.

11 Compliance with easement

A proprietor must not do any act or thing which is contrary to or not in accordance with the provisions of any easements relating to the parcel.

12 Strata Company determinations

(1) The strata company may make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the common property of the strata scheme:

- (A) that commercial or business activities may be conducted on common property only during certain times; and
- (B) that facilities situated on the common property may be used only during certain times or on certain conditions,

and provided that the determination is otherwise in accordance with all requirements of all relevant authorities.

(2) A proprietor or occupier of a lot must comply with a determination referred to in bylaw 12(1).

13 Air-conditioning and Services Equipment

(1) In this bylaw:

Air Conditioning Equipment means the plant and equipment that provides air conditioning to a lot including the fan, the condenser unit and all pipes, conduits, ducts and the like that relate to the system providing air conditioning to that lot; and

Services Equipment means all exhaust fans, equipment used to extract ventilation, hot water units, floor wastes, overflows and grease traps provided for the use of a lot which may be located either on common property or within the lot together with all associated pipes, conduits, ducts and the like.

(2) Subject to bylaw 13(3), the proprietor or occupier of a lot is entitled to the exclusive use and enjoyment of the Air Conditioning Equipment and Services Equipment servicing that lot and the proprietor or occupier:

- (A) is responsible for the proper maintenance of and keeping in a state of good and serviceable repair and the renewal and replacement of the Air Conditioning Equipment and the Services Equipment servicing that lot; and
- (B) must maintain the Air Conditioning Equipment and the Services Equipment servicing that lot to a standard, and if renewed or replaced of a type, as may be prescribed by the strata company from time to time.

(3) The strata company is responsible for the repair, maintenance, service, alteration, adjustment or replacement of the condenser unit and any air conditioner, air conditioning unit, fixture, fitting, erection, machinery or equipment on or within or partly on or within, the common property, which services a number of lots.

(4) The proprietor or occupier of a lot acknowledges and agrees that:

- (A) the Air Conditioning Equipment and the Services Equipment may be visible from a lot or on common property; and
- (B) the council may in its absolute discretion determine the location and visibility of the Air Conditioning Equipment and the Services Equipment and whether suitable covers or screening is required in respect of the Conditioning Equipment and the Services Equipment.

14 Alarm Systems

A proprietor, occupier or other resident of a lot must not install, upgrade or cause to be installed or upgraded a security alarm system which has an audible alarm but is permitted to install a monitored (i.e. back to base) security system (without an audible alarm).





- (2) the combined window furnishings on clear glass are equal to or better than a shading co-efficient of 0.50 to ensure that heating/cooling systems work efficiently within the dwelling constructed on the lot; and
- (3) the curtains or window treatments are affixed to the pelmets or bulkheads adjacent to the window, which allow for the affixing of window treatments - a proprietor, occupier or other resident of a lot must not affix window furnishings or brackets to window frames.
- (i) install opaque film to the glazing of windows visible from outside the lot; or
- (j) install flyscreens, security screens or security doors which are not in keeping with the design and colour of the existing window and door frames to the lot.

4 Default

Upon default by the proprietor, occupier or other resident, the council by its agents or contractors may enter upon the common property or the lot to remove, rectify or make good such things and the strata company may recover the incidental costs from the proprietor or occupier as a liquidated sum in any Court of competent jurisdiction.

By-Laws relating to the Common Property

- 5** Except with the approval of the strata company, a proprietor, occupier or other resident of a lot must not damage any lawn, garden, flower, tree, shrub, plant, paths, machinery, or other structures or improvements forming part of the common property.
- 6** A proprietor, occupier, or other resident of a lot must be adequately clothed when upon common property and must not use language or behave in a manner likely to cause offence or embarrassment to the proprietor, occupier, or resident of another lot or to any person lawfully using common property.
- 7** A proprietor, occupier or other resident of a lot must not:
 - (a) permit any child of whom the person has control to play upon common property unless accompanied by an adult exercising effective control;
 - (b) invite, cause or allow persons not residing in any of the lots to use the common property or facilities unless they are in the company of or supervised by a proprietor or occupier;
 - (c) deposit or throw upon the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the proprietor, occupier or other resident of another lot or of any person lawfully using the common property;
 - (d) use any part of the common property for any purpose which may be a breach of any municipal, semi-governmental law, by-law, ordinance or regulation;
 - (e) use any part of the common property for any purpose which may be unclean or other than a high standard of cleanliness and order;
 - (f) use any part of the common property in breach of any rules prescribed by the strata company; or
 - (g) park or stand any motor or other vehicle upon any laneways that form part of the common property and follow any specified directions for travel in the laneways.
- 8** The council may make such rules and regulations and enter into such agreements as it from time to time thinks necessary or desirable in relation to the management, use, safety, cleanliness and maintenance of the common property.
- 9 Council bank accounts**

The council may open such accounts in the name of the strata company in such bank or building society it thinks necessary for the purpose of the strata company and must promptly cause all monies of the strata company to be deposited in that account or accounts. All cheques drawn on any bank account of the strata company must be signed by a member of the council.
- 10 Affixing or altering external surface of a lot**

Notwithstanding any other by-law, a proprietor of a lot must not install or affix any structure, improvement or object to a balcony or an external wall or surface of a lot or make any alteration





- (A) the strata company resolves that it will keep the glass, windows, balustrades and spandrels or specified parts thereof clean; or
 - (B) that glass, windows, balustrades and spandrels or parts thereof cannot be accessed by the proprietor or occupier of the lot safely or at all, in which case the cleaning will be undertaken by the strata company.
- (6) A proprietor or occupier of a lot that has shared receptacles for garbage, recyclable material or waste:
- (A) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separately and prepared in accordance with the applicable recycling guidelines,
 - (B) must promptly remove any thing which the proprietor or occupier may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled, and
 - (C) must comply with the reasonable requirements of the council regarding the disposal of waste or recyclable material.
- (7) By-law 2(6) does not require a proprietor or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

3 External use of lot

A proprietor, occupier or other resident of a lot must not:

- (a) without the prior 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 development or does not maintain the aesthetic standard of the development, or in the case of any portion of the lot that does not form part of the building, is not in keeping with portions of other lots that do not form part of the building;
- (b) without the prior written consent of the strata company, allow any tree, bush or plant growing on any portion of the lot to exceed 1.5 metres in height (measured from the floor level);
- (c) affix or attach on any balcony or any part of a lot or other parts of the building or common property any television antenna, radio aerial, television aerial, satellite dish, structure, air conditioning unit or installation visible from any point exterior to that lot or common property without the prior approval of the council;
- (d) hang or display or allow to be hung or displayed on or from windows, or other parts of the building laundry, washing, clothing, bedding or other materials or articles if it or they would be visible from outside that lot;
- (e) display any sign, advertisement, placard, banner, poster, pamphlet or like matter on any part of his lot or any other lot or on any part of the common property in such a way as to be visible from outside the lot, building or common property but nothing contained in this by-law must restrict the right of the original proprietors for the period of two (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 sign as the original proprietor sees fit;
- (f) carry out, or allow to be carried out, on the lot or any part of the common property any mechanical, electrical or structural repairs, alterations or maintenance to any motor vehicle, boat or other like vessel;
- (g) cause or allow any oil, grease, lubricant, petroleum or other like substance to be spilled, leaked or otherwise discharged on any part of the common property, or any part of the lot which would be visible from any point exterior to the lot;
- (h) install curtains or window treatments visible from outside the lot unless:
 - (1) the curtains or window treatments have white backing material;





- (b) A proprietor, occupier or other resident in moving any furniture, large object or deliveries to or from a lot or through or on common property must not:
 - (i) permit any carriers or tradespeople to commence operations prior to their making contact upon arrival with the strata manager;
 - (ii) permit any furniture or items to access or exit the building other than via the basement;
 - (iii) permit any vehicles to restrict access to the car park;
 - (iv) conduct operations so as to unduly restrict access of other residents to the lobbies or restrict access to fire escapes; or
 - (vii) damage the common property.
- (c) A proprietor, occupier or other resident moving any furniture, large object or deliveries to or from a lot or through or on common property will be liable to the strata company for any damage caused to the property in doing so and if any amount to be paid by an occupier or resident moving in or out is not paid within 14 days of the date of moving (and that occupier or resident is not the proprietor of the lot), then the strata company may recover the amount owed from the proprietor of the lot.
- (3) A proprietor, occupier or other resident of a lot which includes a balcony must:
 - (a) only use the balcony for uses reasonably envisaged for the quiet enjoyment of the balcony and the placement of outdoor furniture settings, a portable gas or electric barbeque, pot plants and similar items;
 - (b) not use the balcony for the general storage of any items and, in particular, flammable items (except a gas bottle used for barbeques);
 - (c) permit the strata manager to inspect the balcony from time to time to ensure that the requirements of this bylaw 1(3) are being complied with.

2 Additions, alterations and cleanliness of lot

- (1) A proprietor of a lot must not alter the structure of the lot except as may be permitted and provided for under the Strata Titles Act and the by-laws and in any event, must not alter the structure of the lot without giving the strata company, not later than 28 days before commencement of the alteration, a written notice describing the proposed alteration.
- (2) A proprietor, occupier or resident of a lot must not, except with the prior consent in writing of the strata company install any fixtures fittings erections machinery or equipment upon any portion of the lot that does not form part of the building and must not burn off or store any rubbish on it otherwise than as provided in these by-laws.
- (3) Upon written direction by the council, a proprietor or occupier must remove, rectify or make good any unauthorised or dangerous alterations, fixtures or works upon his lot or common property occupied or used by him. Upon default by the proprietor or occupier, the council by its agents or contractors may enter upon the common property to remove, rectify or make good such things and the strata company may recover the cost thereof from the proprietor or occupier as a liquidated sum in any court of competent jurisdiction.
- (4) A proprietor of a lot must not make any changes to the floor coverings or floor space within the lot unless the proprietor ensures that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission therefrom of impact noise likely to disturb the peaceful enjoyment of the proprietor, occupier or other resident of another lot and otherwise complies with the relevant codes and building regulations relating to sound transmission applicable to the floors of the lot including, without limitation, ensuring that any changes to the floor coverings meet the equivalent acoustic insulation level in respect of the floor coverings installed in the lot by the developer (as certified by an acoustic consultant). If a proprietor of a lot re-installs hard flooring, the flooring must be isolated from walls and installed in accordance with the manufacturer's recommendations.
- (5) A proprietor or occupier of a lot must keep clean all exterior surfaces of glass, windows, balustrades and sprandrels on the boundary of the lot, including so much as is common property, unless:





- (2) any plants that die are replaced with similar plants; and
- (3) plants are not overgrown.
- (b) If the owner, occupier or other resident of a lot is required to and does not comply with bylaw 23(a), the strata company may enter the lot and maintain the planter box at the cost of the owner of that lot.

24 Legal costs

A proprietor of a lot must pay on demand to the strata company all legal costs on a solicitor-client basis which the strata company pays, incurs or expends in consequence of any default by the proprietor, occupier or other resident of that lot in the performance or observance of any bylaws including, but not limited to, recovery of strata company contribution fees.

Schedule 2

1 Use and maintenance of lot

- (1) A proprietor, occupier or other resident must not:
 - (a) other than in accordance with these bylaws, use the lot that the person owns, occupies or resides in for the purpose of conducting or carrying on any kind of business without the prior written consent of the strata company which may be withheld in the complete discretion of the strata company and otherwise in accordance with all requirements of all relevant authorities;
 - (b) use the lot that the person owns, occupies or resides in or any part of the common property for any purpose that may be illegal, immoral or injurious to the reputation of the building;
 - (c) make undue noises or smells in or about any lots or the common property or in any way interfere with the peace, quiet and comfort of any proprietor or occupier of the lot, it being acknowledged by all proprietors that the predominant use of the development of which the lot forms part is residential;
 - (d) park or stand any motor or other vehicle on common property or permit any invitees of the proprietor or occupier to park or stand any motor or other vehicle on common property except with the prior written approval of the strata company or unless provided for in the bylaws;
 - (e) use the lot that the person owns, occupies or resides in for the purposes of washing a motor vehicle;
 - (f) hose down or otherwise clean any oil or similar product spilled in the car parking bay forming part of the lot that the person owns, occupies or resides in, and must instead appoint a specialised contractor to clean the spillage; or
 - (g) store upon the lot, or upon 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.
- (2) (a) A proprietor, occupier or other resident intending to move any furniture, large object or deliveries to or from a lot or through or on common property must not:
 - (i) do so without notifying the strata manager appointed by the strata company at least 48 hours prior to the proposed move giving details of what will be delivered, when and how it will be delivered and how long the delivery will take and without receiving approval from the strata manager for the day and time of the proposed move;
 - (ii) do so on a day or time otherwise than between 8.00am and 5.00pm on Monday to Friday, unless approved by the strata manager; or
 - (iii) do so on a Saturday or a Sunday without paying the fee set by the strata company for the overtime attendance of the strata manager.





- (B) for damage to or loss of property or injury to any person caused by the animal;
- (5) is responsible for cleaning up after the animal has used any part of another lot or any other part of the common property; and
- (6) must ensure that the animal is not at any time kept on a balcony when the proprietor or occupier of a lot is not at home.
- (d) This by-law:
 - (1) applies to any person in a lot or on common property with the express or implied consent of the proprietor or occupier of that lot; and
 - (2) does not prevent the keeping of a dog used as a guide or hearing dog.
- (e) Without affecting the strata company's rights under the Strata Titles Act, the strata company may issue a notice cautioning the proprietor or occupier of a lot in respect of a breach of any of the provisions of this by-law including (without limitation) where a proprietor's or occupier's animal causes or is causing:
 - (1) any noise which is disturbing to an extent which is unreasonable; or
 - (2) damage to or loss of property or injury to any person.
- (f) A further breach under this by-law after notice has been served on a proprietor or occupier of a lot under paragraph (e), will entitle the strata company to require the immediate removal of the animal from the Building.

20 Storage of bicycles

A proprietor, occupier or other resident of a lot must not:

- (a) permit any bicycle to be stored in the common property other than in the bicycle storage facilities; and
- (b) permit any bicycle to be brought into any part of the common property including the foyer, stairwells, hallways, garden areas, walkways, balcony or other parts of the common property as may be designated by the council from time to time.

21 Installation of BBQ on lot

Unless a BBQ has already been constructed on a lot (including the installation of a gas connection point for the purposes of connection to a BBQ) prior to the registration of the strata plan, a proprietor, occupier or other resident of a lot must not install or permit to be installed on that person's lot a built-in BBQ or a BBQ gas connection point, other than with the prior written consent of the strata company. A proprietor, occupier or other resident of a lot may however use a portable BBQ that is not attached to or installed on a lot.

22 Maintenance of garden and landscaped area on a lot

- (a) In this bylaw, **Garden** means a garden or landscaped area on a lot.
- (b) An owner, occupier or other resident of a lot that contains a Garden must maintain that Garden to a reasonable standard, including without limitation, ensuring that:
 - (1) the landscaping theme of the Garden and plants used in the Garden are generally consistent with the landscaping in the common property;
 - (2) the Garden is properly watered, weeded and cared for;
 - (3) any plants that die are replaced with similar plants; and
 - (4) plants are not overgrown.
- (c) If the owner, occupier or other resident of a lot is required to and does not comply with bylaw 22(b), the Strata Company may enter the lot and maintain the Garden at the cost of the Owner of that lot.

23 Planter Boxes

- (a) An owner, occupier or other resident of a lot which contains a planter box, must maintain that planter box to a reasonable standard including, without limitation, ensuring that:
 - (1) all plants are properly watered, weeded and cared for;





regarding access to Plant and Equipment and all requirements imposed by all relevant authorities.

- (d) The proprietor or occupier or other resident of a Plant and Equipment Lot must permit the strata company access to Plant and Equipment which services the common property to repair and maintain the Plant and Equipment, provided that the strata company:
- (1) gives the proprietor, occupier or other resident of the Plant and Equipment Lot reasonable written notice of the requirement for access;
 - (2) accesses the Plant and Equipment at a reasonable time; and
 - (3) causes as little disruption and inconvenience as is possible in the circumstances.

19 Pets

19.1 Definitions

In this by-law:

Building means the building the subject of the strata plan;

Excluded Dog means:

- (a) a pit bull terrier;
- (b) an American pit bull terrier;
- (c) any dog prohibited from importation into Australia by the Commonwealth government; and
- (d) an unregistered or dangerous dog under the Dog Act 1976.

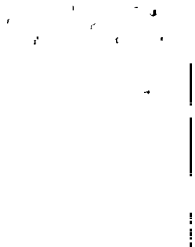
Small Dog means any breed of dog which:

- (a) at its full-grown size, does not exceed 10 kilograms in weight; and
- (b) is not an Excluded Dog.

19.2 Permitted animals

- (a) A proprietor, or occupier of a Residential Lot may keep without the consent of the strata company:
 - (1) fish in an enclosed aquarium;
 - (2) 1 caged bird;
 - (3) 1 Small Dog; and
 - (4) 1 cat.
- (b) A proprietor or occupier of a Residential Lot must obtain the prior written consent of the council before that proprietor or occupier keeps:
 - (1) any other type of animal including a dog which is not a Small Dog; or
 - (2) more than 1 dog or cat at the same time.
- (c) If a proprietor or occupier of a Residential Lot keeps an animal, then the proprietor or occupier:
 - (1) must ensure that the animal is at all times kept under control and within the confines of that proprietor's or occupier's lot;
 - (2) must ensure that the animal is not at any time within the common property except for the purpose of access to and from the proprietor's or occupier's lot;
 - (3) must ensure that, when in or on any other part of the common property, the animal is at all times held by the proprietor or occupier;
 - (4) is liable to the proprietors and occupiers and each other person lawfully in the Building or on the common property for:
 - (A) any noise which is disturbing to an extent which is unreasonable;





registered first mortgagee or non-receipt of the notice by any proprietor or by any registered first mortgagee does not invalidate any proceedings at any such meeting.

- 16 (1) The proprietor confers on the strata company the right to care for and maintain all lawns, gardens and open areas whether at ground level or not outside any building forming part of the proprietor's lot to a reasonable standard reserving to the strata company the right to make a reasonable charge for all work necessitated by the proprietor's failure to maintain that proprietor's lot in accordance with by-law 1(1)(b).
- (2) The proprietor authorises the strata company to enter the building to exercise the rights conferred on the strata company under by-law 16(1).

17 Strata contributions – administrative expenses and reserve fund

- (a) As provided in section 36 of the Strata Titles Act, the council may determine the amounts to be raised for the administrative expenses fund and the reserve fund and levy the proprietors:
- (1) in proportion to the unit entitlement of their respective lots; or
 - (2) in any other manner permitted under the by-laws and the Act from time to time.
- (b) The council may raise the contributions levied by the strata company pursuant to section 36(1)(c) of the Act in respect of the administrative expenses fund on the basis that:
- (1) separate budgets are prepared for the costs associated with the repair and maintenance of areas, plant and equipment which are provided for the exclusive or predominant use of particular lots as reasonably determined by the council or the manager appointed by the strata company; and
 - (2) the amount levied by the strata company for the control, repair and management of those areas, plant or equipment is apportioned between those lots which have the exclusive or predominant use of those areas, plant or equipment in the same proportion that the unit entitlement of each of those lots bears to the total unit entitlements for all of those lots.
- (c) The council must:
- (1) establish a reserve fund in accordance with section 36(2) of the Act;
 - (2) determine the amount to be raised for the reserve fund being not less than 0.075% of the insured value of the building per annum; and
 - (3) raise the amounts determined from time to time by levying contributions pursuant to section 36(2)(c) of the Act on the proprietors in proportion to the unit entitlement of their respective lots.

18 Access over Lots for maintenance of Plant and Equipment

- (a) In this bylaw:
- Plant and Equipment** means an exhaust duct, roof fan, refrigeration line or similar service line, shafts and any other plant and equipment.
- Plant and Equipment Lot** means a lot which includes Plant and Equipment or which is required to be passed through to access Plant and Equipment.
- (b) The proprietor or occupier or other resident of a Plant and Equipment Lot must permit the proprietor or occupier of a lot which is serviced by the Plant and Equipment access to the Plant and Equipment to repair and maintain the Plant and Equipment, provided that the proprietor or occupier of that lot:
- (1) gives the proprietor, occupier or other resident of the Plant and Equipment Lot reasonable written notice of the requirement for access (except in the case of an emergency);
 - (2) accesses the Plant and Equipment at a reasonable time (except in the case of an emergency); and
 - (3) causes as little disruption and inconvenience as is possible in the circumstances.
- (c) The proprietor, occupier or other resident of lot who requires access to a Plant and Equipment Lot must comply with all rules made by the strata company from time to time





FORM 25
Strata Titles Act 1985
Section 5C(1)

STRATA PLAN NO. 68637

MANAGEMENT STATEMENT

Name of original proprietors of land the subject of the strata plan:

FJM Property Pty Ltd ACN 102 637 856, Georgiou Capital Pty Ltd ACN 008 846 535 and Mainpart Holdings Pty Ltd ACN 110 051 128

Description of parcel the subject of the plan:

Lot 128 on Deposited Plan 400720 and being the whole of the land comprised in Certificate of Title Volume 2902 Folio 491.

This management statement lodged or to be lodged with a strata plan in respect of the above land sets out the amendments and additions to the by-laws contained in Schedule 1 and Schedule 2 to the Strata Titles Act 1985 that are to have effect upon registration of the strata plan.

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

repeal by-law 4(3) and adopt a new by-law 4(3) as set out in Schedule 1 of this Attachment, to the Schedule 1 by-laws;

add by-law 5(10) as set out in Schedule 1 of this Attachment, to the Schedule 1 by-laws;

repeal by-law 11(5) and adopt a new by-law 11(5) as set out in Schedule 1 of this Attachment, to the Schedule 1 by-laws; and

add by-laws 16 to 24, as set out in Schedule 1 of this Attachment, to the Schedule 1 by-laws; and

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

repeal the Schedule 2 by-laws and adopt by-laws 1 to 14 as set out in Schedule 2 of this Attachment, in their place.

Schedule 1

- 4** (3) Subject to by-law 5(10), where there are not more than 3 proprietors the council will consist of all proprietors and where there are more than 3 proprietors the council will consist of not less than 3 nor more than 5 proprietors as is determined by the Strata Company.
- 5** (10) While the original proprietor remains the proprietor of a lot, the original proprietor is entitled to be a member of the council. If the original proprietor nominates itself as a candidate for election to the council, the original proprietor will become a member of the council without the requirement for the original proprietor to be elected as a member of the council. If the original proprietor is appointed at the first annual general meeting of the Strata Company as the sole member of council, the original proprietor will remain as the sole member of council until further members of council are appointed at a general meeting of the Strata Company.
- 11** (5) Not less than 14 days' notice of every general meeting, except the first general meeting where only 7 days' notice is required, specifying the place, the date and the hour of meeting and in case of special business the general nature of that business, shall be given to all proprietors and registered first mortgagees who have notified their interests to the strata company, but accidental omission to give the notice to any proprietor or to any



ANNEXURE 'A' O STRATA LAN NO.

SCHEDULE OF DEALINGS

[illegible]

SCHEDULE OF ENCUMBRANCES ETC.

[illegible]

Note: Entries may be affected by subsequent endorsements.

Strata Plan 68637

Lot	Certificate of Title	Lot Status	Part Lot
1	2937/810	Registered	
2	2937/811	Registered	
3	2937/812	Registered	
4	2937/813	Registered	
5	2937/814	Registered	
6	2937/815	Registered	
7	2937/816	Registered	
8	2937/817	Registered	
9	2937/818	Registered	
10	2937/819	Registered	
11	2937/820	Registered	
12	2937/821	Registered	
13	2937/822	Registered	
14	2937/823	Registered	
15	2937/824	Registered	
16	2937/825	Registered	
17	2937/826	Registered	
18	2937/827	Registered	
19	2937/828	Registered	
20	2937/829	Registered	





Precontractual Disclosure Statement to the Buyer

Part A | General Information about strata titles schemes

What you need to know

This information applies to a lot in a strata scheme or survey-strata scheme (scheme), which is subject to the *Strata Titles Act 1985* (the Act). Section 156 of the Act sets out that the seller of a strata lot or survey-strata lot (lot) must give the buyer certain information before the buyer signs the contract of sale.

Instruction for the seller

The seller must give the information incorporated in this document to a buyer before the buyer signs a contract for the sale and purchase of a lot in a scheme. Failure to do so may give the buyer the right to avoid the contract and/or delay the proposed settlement date.

Information for the buyer

The buyer should keep this document including any attachments in a safe place as it contains important information which might be needed at a later date.

It is strongly recommended that the buyer read all the information provided by the seller before signing the contract. The buyer should consider obtaining independent professional legal advice before signing the contract.

There are different rights, restrictions and obligations that apply in relation to a lot in a scheme than those that apply to a 'green title' lot. Those rights, restrictions and obligations can be found in the Act, the *Strata Titles (General) Regulations 2019* (regulations), scheme by-laws, the certificate of title, the strata / survey-strata plan for the lot and, if the scheme is a leasehold scheme, the strata lease for the lot. Your right to deal with the lot and to use the common property is restricted by these, as well as by any resolutions and decisions made by the strata company. You will not be able to build on the lot or make any alterations to (including removal of) a building on the lot without the approval of the strata company, except in certain circumstances.

As an owner of a lot, you will also have a share in any common property in the scheme. You will be a member of the strata company, along with all of the other lot owners, and have a right to participate in managing the scheme.

Each lot owner has to abide by the rules of the strata company, known as by-laws. By-laws can be different for each strata scheme and you should understand which by-laws apply to your scheme. The seller must give you the current by-laws before you sign the contract for sale. A strata company can make, amend or repeal by-laws by voting on them, and registering them with the Registrar of Titles at Landgate within 3 months.

As the owner of a lot, you will be liable to pay a strata levy or contribution to the strata company for expenses including for maintenance, repair and insurance of the common property unless the lot is in a scheme of 2 to 5 lots which may be exempt from these requirements. Be aware that if the unpaid amounts for the lot are not paid by the seller before you complete the purchase (settle), you as the new owner will have to pay the strata company these unpaid amounts.



As part of this disclosure you must receive the strata or survey-strata plan (the plan) which includes the lot you are proposing to buy. This plan will show all of the lots and the common property in the scheme. The common property is all the land within the scheme boundary that is not a lot. In a strata plan each lot is clearly identified, but the common property is not; it is everything that is not a lot. In comparison, in a survey-strata plan common property areas are clearly identified as common property. It is important to understand what is your lot, as you will be responsible for repairing and maintaining it, whereas the strata company will generally be responsible for the common property, unless there are by-laws which set out something different.

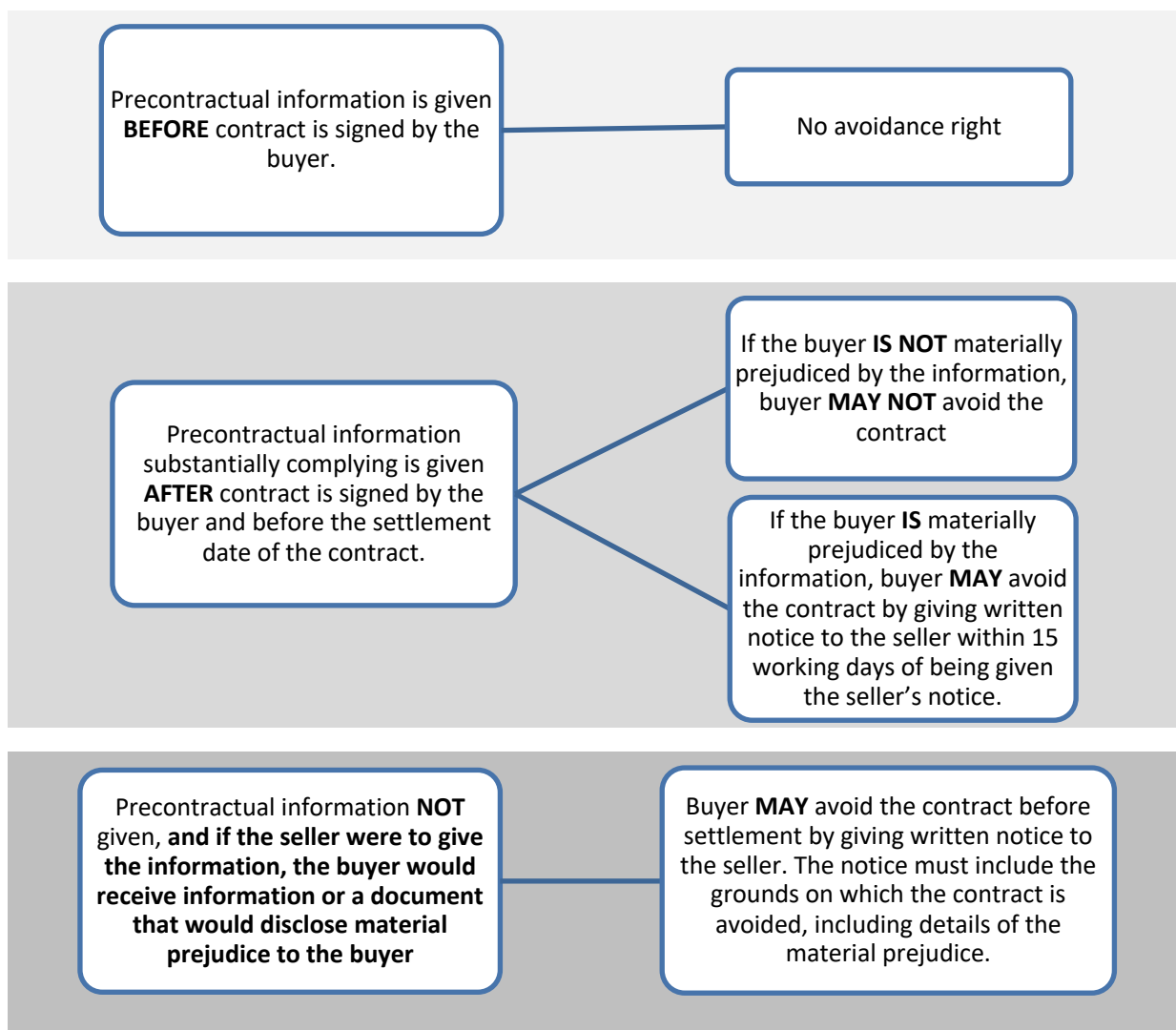
A buyer may consider seeking more information about the lot, the strata company and the strata / survey-strata scheme by asking the seller to provide it, or by making an application to the strata company for more information under section 107 of the Act.

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

Buyer's avoidance rights

Avoidance rights for failure to give precontractual information to the buyer

The buyer's right to avoid the contract for precontractual information is as follows:





Avoidance rights for notifiable variations

After the buyer has signed the contract, it is possible a particular type of event known as a type 1 or type 2 notifiable variation may occur. If this happens, the seller must provide written notice of the variation to the buyer before the proposed settlement date.

Type 1 and Type 2 notifiable variations are as follows:

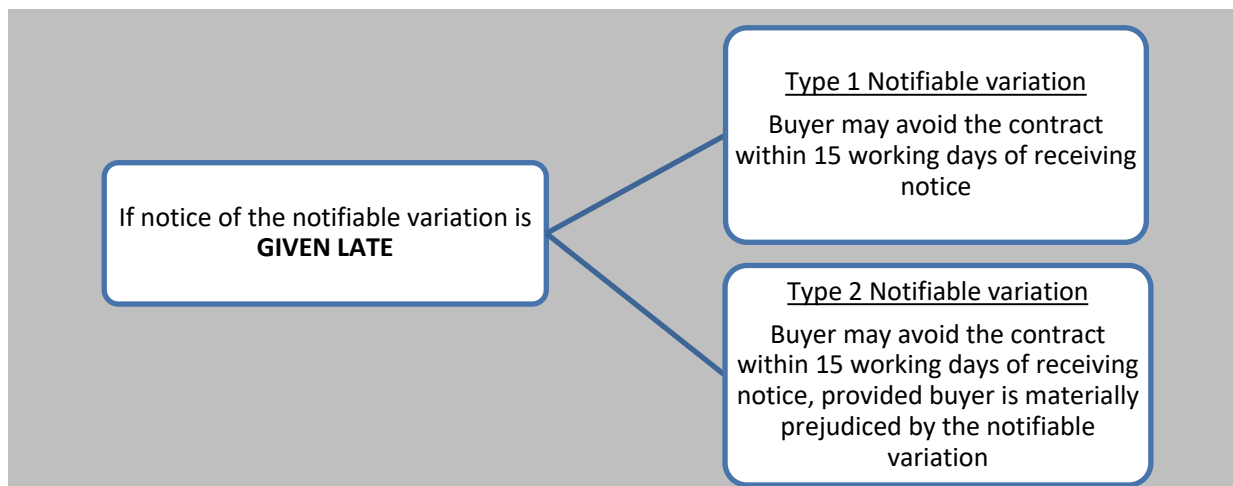
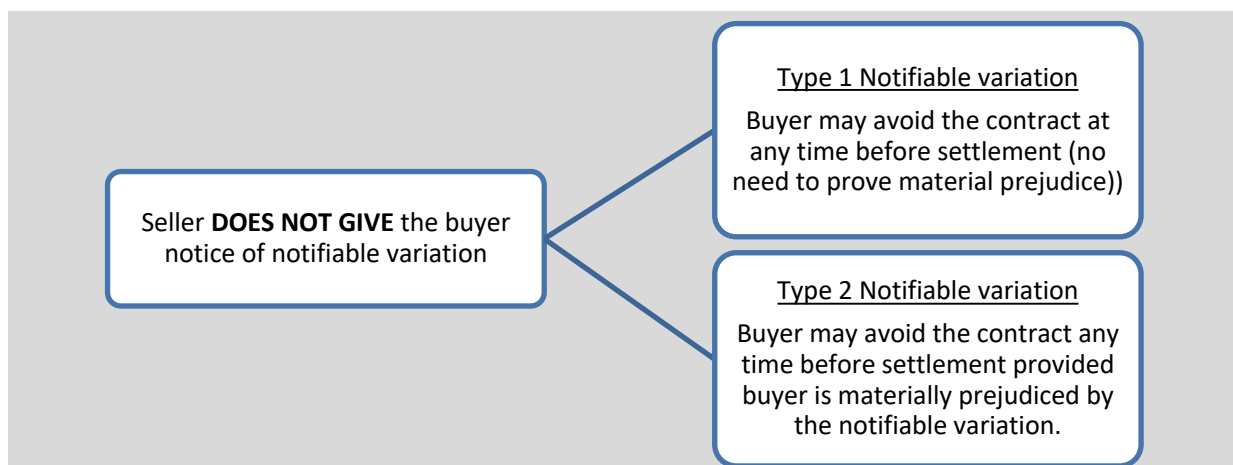
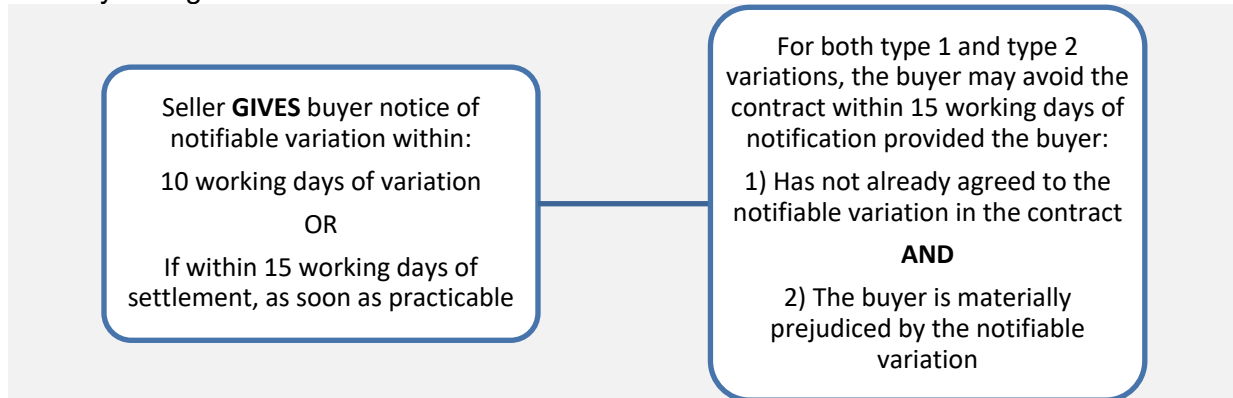
Type 1 Notifiable Variation	Type 2 Notifiable Variation
<ul style="list-style-type: none"> • The area or size of the lot/proposed lot is reduced by 5% or more from the area or size notified to the buyer before the buyer entered into the contract. • The proportion that the unit entitlement, or a reasonable estimate of the unit entitlement of the lot bears to the sum of the unit entitlements of all the lots is increased/decreased by 5% or more in comparison to that which was notified to the buyer before the buyer entered into the contract. • Anything relating to a proposal for the termination of the strata titles scheme is served on the seller by the strata company. • Any other event classified by the regulations as a type 1 notifiable variation. 	<ul style="list-style-type: none"> • The current/proposed scheme plan or amendment of the scheme plan for the scheme is modified in a way that affects the lot or the common property (that is not a type 1 notifiable variation). • The current/proposed schedule of unit entitlements or amendment of the schedule of unit entitlements for the scheme is modified in a way that affects the lot (that is not a type 1 variation). • The strata company or a scheme developer- <ul style="list-style-type: none"> (i) enters into a contract for the provision of services or amenities to the strata company or to members of the strata company or a contract that is otherwise likely to affect the rights of the buyer; OR (ii) varies an existing contract of that kind in a way that is likely to affect the rights of the buyer • The current/proposed scheme by-laws are modified. • A lease, licence, right or privilege over the common property in the strata titles scheme is granted or varied. • Any other event classified by the regulations as a type 2 notifiable variation.

See section 161 and 162 of the Act for further details.

Regulation 106 describes when certain notifiable variations are deemed to have occurred.



The buyer's right to avoid the contract for notifiable variations is as follows:



See section 163 of the Act for special protections which apply if the lot has not yet been created by the registration of the scheme or an amendment of the scheme – that is, an ‘off the plan’ sale.

Buyer's right to postpone settlement

The buyer has a right to postpone the settlement date of the contract for the sale and purchase of a lot, by providing written notice to the seller, if the seller has not complied with their obligation to provide pre-contractual information or particulars of a notifiable variation to the buyer. The buyer may postpone the settlement date by no more than 15 working days after the latest date that the seller complies with the relevant disclosure requirement.



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

Disputes to be heard in the State Administrative Tribunal

If the buyer or seller has a dispute about a right to avoid or whether a seller has provided the notifiable information / notifiable variations as required and within the time required, the buyer and or seller may apply to the State Administrative Tribunal for orders to resolve the dispute.



Precontractual Disclosure Statement to the Buyer

Part B | Information specific to the sale of the strata lot

This form sets out the information requirements in section 156 of the *Strata Titles Act 1985* (the Act), that the seller must give the buyer. It is the information designated as information specific to the sale of a strata lot. which, if included in the contract, must be included in a prominent position (such as the first page). The term 'lot' includes strata and survey-strata lot.

Personal information

The seller(s)

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

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

Scheme Details

Scheme name 46 KNUTSFORD STREET, FREMANTLE
 Name of the strata company OAKFIELD STRATA
 Address for service of the strata company (taken from scheme notice) 1050 HAY STREET, WEST PERTH, WA 6005
 Name of Strata Manager COURTNEY SMITH
 Address of Strata Manager 1050 HAY STREET, WEST PERTH, WA 6005
 Telephone / Mobile (08) 6355 5225
 Email info@oakfield.com.au

The status of the scheme is:

- ☐ proposed
☒ registered

The scheme type is:

- ☒ strata
☐ survey-strata

The tenure type is

- ☒ freehold
☐ leasehold



For leasehold only:

The scheme has a term of _____ years _____ months _____ days commencing on _____
registration of the scheme _____ N/A

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

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

Att.

Scheme Documents (must be attached)

Schemes created on or after 1/5/2020 must provide a copy of the scheme notice
(Schemes created before 1/5/2020 only have to provide a scheme notice if a change of
scheme name or address was registered on or after 1 May 2020).

ATT

ATT

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

ATT

A copy of the scheme by-laws

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: _____

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

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)

7/46 NUTSFORD STREET, FREMANTLE

Lot 14 on scheme plan no. 68637

(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:	\$912.80			
----------------------	----------	--	--	--

Reserve fund:	\$42.00			
---------------	---------	--	--	--

Other levy (attach details)				
--------------------------------	--	--	--	--

ATT

☒ Actual ☐ Estimated total contribution for the lot \$ 954.80

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

Due dates	\$954.80	on 01 / 06 / 2025	\$954.80	on 01 / 12 / 2025
	\$954.80	on 01 / 09 / 2025	\$954.80	on 01 / 03 / 2026

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 of 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. _____

Additional comments: _____

Acknowledgement by seller and buyer

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

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

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

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

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

Signature _____

Name _____

Date ____/____/____

Signature _____

Name _____

Date ____/____/____

¹ Select one.



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

☐ I / ☐ **We**¹, the buyer/s, acknowledge that ☐ I / ☐ **we**¹ received Part A and Part B of the required precontractual disclosures before ☐ I / ☐ **We**¹ signed the contract of sale.
☐ I / ☐ **We**¹ understand that the disclosures given by the seller(s) or by the seller's representative are not an offer or a contract to purchase a lot (though they may be included in such contract) but only provide information to ☐ **me** / ☐ **us**¹.

Signature

Name

Date

Signature

Name

Date

Annual General Meeting Minutes

For Strata SP 68637

46 Knutsford Street, Fremantle, WA, 6160

Held AT Time: 04:30 PM, on 4 February 2025

At, Venue: The Meeting Place Community Centre, 245 South Terrace, South Fremantle, WA, 6162

CONFIRMATION OF ATTENDANCE, APOLOGIES & PROXIES

Lots Owners in Attendance

Lot 2	CSO	Proxy present (pre-voted)
Lot 3	CSO	Proxy present (pre-voted)
Lot 4	PC	Proxy present
Lot 5	MJE	Proxy present
Lot 8	BW	Proxy present
Lot 9	MJ	Owner present
	ADF	
Lot 10		Owner present
Lot 12	CSO	Proxy present (pre-voted)
Lot 13	AMK	Owner present
Lot 15	PC	Owner present
Lot 16	JH	Owner present
Lot 17	BGT	Owner present
Lot 18	SL	Owner present
Lot 19	DF	Proxy present

Additional Attendees

CS from Oakfield

Proxies

Lot 2	SM & LRB	Proxy Name: CSO
Lot 3	BOOTS PROPERTY PTY LTD	Proxy Name: CSO
Lot 4	JLL	Proxy Name: PC
Lot 5	MJE & LCE	Proxy Name: MJE
Lot 8	BW & ES	Proxy Name: BW
Lot 12	SFB	Proxy Name: CSO
Lot 19	YJD	Proxy Name: DF

1. QUORUM

STATEMENT

It was confirmed that a quorum was achieved and the meeting was opened at 4:30PM

2. CHAIRPERSON

ORDINARY RESOLUTION

By ordinary resolution, Courtney Smith was appointed as the chairperson of the meeting.

Passed by Simple Majority

3. MINUTES OF PREVIOUS MEETING

ORDINARY RESOLUTION

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

Passed by Simple Majority

4. FINANCIAL STATEMENTS & BALANCE SHEET

ORDINARY RESOLUTION

By ordinary resolution that the financial statements for the previous Annual Period 1st of December 2023 - 30th of November 2024 are accepted.

Closing Balance

Administration Fund	\$34,670.30
Reserve Fund	\$21,003.98

Passed by Simple Majority

5. GENERAL UPDATE FROM CURRENT COUNCIL OF OWNERS

NOTE

QBE defect case

Important to note - This claim is now in the hands of QBE, not the Strata Council. Paul Maddestra is looking after this claim and is responsible for the selection and management of contractors, financial control (progress claims, approval of variations), scheduled for start and finish of works, including, weather impact management, disruption to and care of owners, i.e. the lot).

UPDATE: The Council has now secured a commitment from QBE to undertake and fund all defective and/or incomplete work identified by previous expert reports and recent roof inspections by QBE's own specialists. In the latter half of 2024 it was determined that the roof remediation will involve replacement (with new) of the whole of the complex's roofs with the exception of U1 and U4.

Two contractors (a third tenderer has withdrawn for its own reasons) are currently pricing the whole of works including the extensive roof rectification.

The email below from Landform, QBE's representative, outlines the work's incomplete program. It is anticipated that QBE's selected contractor will commence on-site within the next couple of months. Landform's principal, Paul Maddestra, has been appointed by QBE to administer the works.

EMAIL

*I have another site meeting tomorrow to pick up the units that were missed by the builders at the last meeting. Builder will then formalise their tender submissions, with the tenders closing COB Friday 7th February. Tenders will then be reviewed and a builder's tender selected for consideration by the Insurer. I will discuss availability to perform the works, with the builders, as part of my tender review, ensuring that they are proposing a reasonable timeline for works to commence and be completed. Once a tender has been selected by the Insurer, for use in settlement of your claim, the CoO will enter into a contract with the builder to perform the works. It is at this stage, that the builder will confirm timelines etc and I recommend that the agreement of timelines forms part of the contractual agreement with the builder (ie; submission of works schedules etc). Tenders submitted – 10/02/2025** UPDATED 07/02/2025***
. Contract awarded – Tender review and consideration by QBE should be achievable within 10 business days.
. Commencement of works – To be discussed with the builder.
. Completion of works – To be discussed with the builder.
Hope this helps.
Paul Maddestra*

The repair program will necessitate the continued cooperation of owners. The Council in turn will provide notices of upcoming activities as they become fixed in time. The above result, should culminate in complete rectification of, and payment by our underwriter for, all of the complex's insured building faults.

Legal representation including preparation/lodgement of a writ, had been recommended by a sector of the owners' group. The Council elected not to take this path. As such no further cost to owners attributable to the claim and/or the defective works is anticipated.

QUERY OUTSTANDING – Waiting to hear back from Paul M about the habitability of the units whilst the work happens.

EMERGENCY REPAIRS - It was also mentioned the strata would jump in to do 'emergency work' such as at U3/Sarah prior to the rain, causing further leak problems. The invoice would be covered by Strata in first instance and recovered from QBE.

WRIT INFORMATION - The Council conducted considerable consultation with lawyers MA (Spencer Lieberfreund) regarding the details of the proposed writ. The CoO was advised MA, the lawyers' fee would be approx \$10-12k to establish and file the writ. Then to pursue the writ in court of law in future would cost further tens of thousands of dollars for all owners with no clear indication from MA whether these further legal costs

would be claimable. The CoO also weighed up the tangible benefit which MA had provided to Knutsford owners since the lawyers were appointed, which was assessed by the CoO as little to none. The expected 'catch all' weight of the writ was not as previously understood, not even in terms of 'additional insurance. The Writ had to clearly detail which entity we were to pursue - builder, architect or developer etc. More detail and direction was required by MA for which legal costs would have further increased. As such and following the CoO's further investigation, MA were directed not to prepare the writ. The CoO was, at the time, and still is, firmly of the opinion that the insurance claim on track and being correctly and fairly dealt with by QBE's representative, Paul Maddestra of Landform. This opinion is further reinforced by the intents expressed in correspondences from QBE's legal representatives. It became fully evident that pursuing the legal avenue was expensive, futile and provided no assistance to the owners' objectives related to our insurance claim. The CoO wishes to advise owners that avoidance of non legal involvement by our group represents some of the most worthy and successful input provided by your Council in respect of the claim to date.

The agenda order was changed and was completed as follows:

8. BUILDING INSURANCE

8.1. BUILDING INSURANCE

NOTE

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

Policy Number	Underwriter	Current To	Risk Type	Coverage	Excess
WRSC17004581	Strata Community Insurance	26 Oct 2025	Building Cover	\$6,772,500.00	\$1,000.00
			Catastrophe	\$1,015,875.00	
			Contents	\$67,725.00	
			Fidelity guarantee	\$100,000.00	
			Legal Expenses	\$50,000.00	\$1,000.00
			Loss of rent	\$1,015,875.00	
			Lot owners fixtures & improvements	\$300,000.00	
			Machinery breakdown	not selected	
			Office bearers liability	\$250,000.00	
			Public liability	\$20,000,000.00	
TOTAL PREMIUM: \$12,877.80					

8.2. INSURANCE VALUATION

ORDINARY RESOLUTION

By ordinary resolution the owners agreed for Oakfield to get 2 quotes for a valuation report to be completed. These quotes will be sent to the Strata Council for review/consideration.

Passed by Simple Majority

8.3. RENEWAL INSTRUCTIONS

ORDINARY RESOLUTION

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

Passed by Simple Majority

9. BUDGET

9.1. ANNUAL EXPENDITURE BUDGET – ADMINISTRATIVE FUND

ORDINARY RESOLUTION

By ordinary resolution the Strata Company resolve to receive and accept the proposed Administrative Fund expenditure budget prepared and provided for the meeting for the financial year from 1st of December 2024 to 30th of November 2025

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

Administration Fund:	\$61,400.00
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Passed by Simple Majority

9.2. LEVY CONTRIBUTIONS – ADMINISTRATIVE FUND

ORDINARY RESOLUTION

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

Administrative Contribution:	\$61,400.00
------------------------------	-------------

From	To	Due	Admin Fund	Per Lot Entitlement
01 Dec 2024	28 Feb 2025	01 Dec 2024	\$12,500.00	\$12.50
01 Mar 2025	31 May 2025	01 Mar 2025	\$16,300.00	\$16.30
01 Jun 2025	31 Aug 2025	01 Jun 2025	\$16,300.00	\$16.30
01 Sep 2025	30 Nov 2025	01 Sep 2025	\$16,300.00	\$16.30
TOTAL			\$61,400.00	\$61.40

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

Interim Periods

From	To	Due	Admin Fund	Per Lot Entitlement
01 Dec 2025	28 Feb 2026	01 Dec 2025	\$15,350.00	\$15.35
TOTAL			\$15,350.00	\$15.35

Passed by Simple Majority

9.3. ANNUAL EXPENDITURE BUDGET – RESERVE FUND

ORDINARY RESOLUTION

MOTION WAS AMENDED FROM THE NOTICE

By ordinary resolution that the Strata Company resolve to receive, amend and accept the proposed Reserve Fund expenditure budget prepared and provided for the meeting for the financial year from 1st of December 2024 to 30th of November 2025

Include a line item for building improvement of \$5,000.00

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

Reserve Fund:	\$5,000.00
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Passed by Simple Majority

9.4. LEVY CONTRIBUTIONS – RESERVE FUND

ORDINARY RESOLUTION

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

Reserve Fund:	\$3,000.00
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From	To	Due	Reserve Fund	Per Lot Entitlement
01 Dec 2024	28 Feb 2025	01 Dec 2024	\$750.00	\$0.75
01 Mar 2025	31 May 2025	01 Mar 2025	\$750.00	\$0.75
01 Jun 2025	31 Aug 2025	01 Jun 2025	\$750.00	\$0.75
01 Sep 2025	30 Nov 2025	01 Sep 2025	\$750.00	\$0.75
TOTAL			\$3,000.00	\$3.00

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

Interim Periods

From	To	Due	Reserve Fund	Per Lot Entitlement
01 Dec 2025	28 Feb 2026	01 Dec 2025	\$750.00	\$0.75
TOTAL			\$750.00	\$0.75

Passed by Simple Majority

9.5. EXPENDITURE BEYOND CURRENT PERIOD

ORDINARY RESOLUTION

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

Passed by Simple Majority

10. EXECUTION OF DOCUMENTS AND USE OF COMMON SEAL

ORDINARY RESOLUTION

By ordinary resolution that pursuant to Section 118 of the Act, the Strata Company hereby authorises the execution of any Strata Company documents that are required to be executed:

Where the Strata Company has a Common Seal by application of the Common Seal attested by two (2) members of the Council of Owners

OR

Where the Strata Company does not have a Common Seal or does not want to use the Common Seal by application of the signature of two (2) members of the Council of Owners

Passed by Simple Majority

11. DEBT RECOVERY PROCEDURE

ORDINARY RESOLUTION

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

Passed by Simple Majority

12. AUTHORITY TO SPEND

ORDINARY RESOLUTION

MOTION WAS AMENDED FROM THE NOTICE

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

Passed by Simple Majority

13. 10 YEAR PLAN

ORDINARY RESOLUTION

MOTION WAS AMENDED FROM THE NOTICE

The owners agreed to send a work order to BIV for \$935.00 to complete a 10 Year Maintenance plan, in accordance with the Strata Titles Act

Passed by Simple Majority

6. ELECTION OF COUNCIL OF OWNERS

6.1. NOMINATION FOR COUNCIL OF OWNERS

ORDINARY RESOLUTION

By ordinary resolution that the chairperson is to receive nominations from the floor and read out any nominations received prior to the meeting, these were as follows

Lot 10 Daniel Firns
Lot 13 Aidan Marcellus Kelly
Lot 15 Paul Curtin
Lot 17 Barry George Trewin

Passed by Simple Majority

6.2. NUMBER OF COUNCIL OF OWNER MEMBERS

ORDINARY RESOLUTION

By ordinary resolution, the Council of Owners are to consist of 3 members.

Passed by Simple Majority

COUNCIL OF OWNER ELECTION

ORDINARY RESOLUTION

Election of Council Members

By ordinary resolution, a ballot was conducted, and the following owners were nominated as the Council of Owners

Lot 10 Daniel Firns
Lot 15 Paul Curtin
Lot 17 Barry George Trewin

14. GENERAL BUSINESS

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

Notes

- Oakfield to liaise with the Strata Council regarding the provision of emergency gate contacts for use during power outages, and to discuss the process for manual gate operation.
- Oakfield to obtain a quote for a sign to be installed in the visitor parking bays stating, "46 Knutsford St Visitor Parking Only."
- Oakfield to distribute quarterly financial reports, along with a summary of works and decisions, to all owners.
- Oakfield to consult with the Strata Council on their preferences for building security improvements, including potential quotes for increasing the height of the front gates and installing CCTV.

15. NEXT ANNUAL GENERAL MEETING

NOTE

TBA

MEETING CLOSE

There being no further business to discuss, the meeting was declared closed at **06:15 PM**.

**Comparative Budget
to apply from 01/12/2024 -
30/11/2025**

Date : 10/02/2025
Time : 13:16
Username : Ai Vee Ho
Client Position : Management

46 Knutsford Street, FREMANTLE - OCSP 68637 ABN: 62 527 411 569

	Administrative Fund		
	Proposed Budget	Previous Year Actuals	Previous Year Budget
Revenue			
142650 Key Deposits	0.00	903.75	0.00
143000 Levies Due - Admin	61,400.00	50,000.00	50,000.00
142500 Interest on Arrears--Admin	0.00	(15.03)	0.00
145000 Miscellaneous Income--Admin	0.00	1.00	0.00
147500 Income - Return Recycling	0.00	355.30	0.00
Total revenue	61,400.00	51,275.08	50,000.00
Less expenses			
150300 Admin--Accounting and Taxation Services	550.00	660.00	500.00
152500 Admin--Consultants	10,000.00	11,825.00	10,000.00
154775 Admin--By-law Consolidation	3,500.00	0.00	0.00
158000 Admin--Strata Admin - Additional Fees	500.00	2,464.50	500.00
158500 Admin--Strata Management Fee	5,786.00	5,617.31	5,618.00
162250 Contract--Caretaking	8,000.00	7,104.10	7,260.00
162750 Contract--Cleaning- Windows	0.00	0.00	1,350.00
164500 Contract--Fire & Essential Services	2,300.00	2,274.80	4,000.00
165000 Contract--Garage Doors & Gates	2,000.00	775.00	2,040.00
170750 Insurance--Premiums	15,454.00	12,877.80	13,000.00
171000 Insurance--Valuation	840.00	0.00	0.00
177251 Maint Bldg--Cleaning--Car Park	1,350.00	1,000.00	0.00
182000 Maint Bldg--Fire Maintenance	500.00	610.50	500.00
183000 Maint Bldg--General Repairs	4,000.00	7,205.55	4,000.00
186750 Maint Bldg--Locks, Keys & P.I. Locks	500.00	656.25	1,100.00
188750 Maint Bldg--Pest/Vermin Control	105.00	0.00	105.00
189000 Maint Bldg--Plumbing & Drainage	600.00	255.00	600.00
190250 Maint Bldg--Roof Anchor	500.00	451.00	0.00
194750 Maint Grounds--Lawns & Gardening	1,100.00	1,000.00	1,100.00
198250 Utility--Electricity	1,580.00	1,371.91	2,000.00
199750 Utility--Water & Sewerage	2,235.00	1,943.29	1,772.00
Total expenses	61,400.00	58,092.01	55,445.00
Surplus/Deficit	0.00	(6,816.93)	(5,445.00)
Opening balance	34,670.30	41,487.23	41,487.23
Closing balance	\$34,670.30	\$34,670.30	\$36,042.23
Total units of entitlement	1,000.00	1,000.00	1,000.00
Levy contribution per unit entitlement	\$61.40	\$50.00	\$50.00
Budgeted standard levy revenue	61,400.00	50,000.00	50,000.00
Add GST	0.00	0.00	0.00
Amount to raise in levies including GST	\$61,400.00	\$50,000.00	\$50,000.00

	Reserve Fund		
	Proposed Budget	Previous Year Actuals	Previous Year Budget
Revenue			
243000 Levies Due--Sinking	3,000.00	3,000.00	3,000.00
242500 Interest on Arrears--Capital Works	0.00	(0.96)	0.00
Total revenue	3,000.00	3,000.96	3,000.00
Less expenses			
255000 Maint Bldg--Building Improvement--Sinking	5,000.00	0.00	0.00
Total expenses	5,000.00	0.00	0.00
Surplus/Deficit	(2,000.00)	3,000.96	3,000.00
Opening balance	21,003.98	18,003.02	18,003.02
Closing balance	\$19,003.98	\$21,003.98	\$21,003.02
Total units of entitlement	1,000.00	1,000.00	1,000.00
Levy contribution per unit entitlement	\$3.00	\$3.00	\$3.00
Budgeted standard levy revenue	3,000.00	3,000.00	3,000.00
Add GST	0.00	0.00	0.00
Amount to raise in levies including GST	\$3,000.00	\$3,000.00	\$3,000.00

Schedules

46 Knutsford Street, Fremantle WA 6160 - SP 68637

				Quarterly										Six Monthly			
				Q1		Q2		Q3		Q4		Pre Issue		Q1		Q2	
				Period: (01/12/2024 - 28/02/2025) Due Date: 01/12/2024		Period: (01/03/2025 - 31/05/2025) Due Date: 01/03/2025		Period: (01/06/2025 - 31/08/2025) Due Date: 01/06/2025		Period: (01/09/2025 - 30/11/2025) Due Date: 01/09/2025		Period: (01/12/2025 - 28/02/2026) Due Date: 01/12/2025		Period: Due Date:		Period: Due Date:	
Sr.No	Lot Number	Unit Number	Entitlements Amount	AF	CWF	AF	CWF	AF	CWF	AF	CWF	AF	CWF	AF	CWF	AF	CWF
1	1	9	45.00	562.50	33.75	733.50	33.75	733.50	33.75	733.50	33.75	690.75	33.75	0.00	0.00	0.00	0.00
2	2	10	45.00	562.50	33.75	733.50	33.75	733.50	33.75	733.50	33.75	690.75	33.75	0.00	0.00	0.00	0.00
3	3	15	45.00	562.50	33.75	733.50	33.75	733.50	33.75	733.50	33.75	690.75	33.75	0.00	0.00	0.00	0.00
4	4	16	45.00	562.50	33.75	733.50	33.75	733.50	33.75	733.50	33.75	690.75	33.75	0.00	0.00	0.00	0.00
5	5	11	56.00	700.00	42.00	912.80	42.00	912.80	42.00	912.80	42.00	859.60	42.00	0.00	0.00	0.00	0.00
6	6	12	55.00	687.50	41.25	896.50	41.25	896.50	41.25	896.50	41.25	844.25	41.25	0.00	0.00	0.00	0.00
7	7	17	53.00	662.50	39.75	863.90	39.75	863.90	39.75	863.90	39.75	813.55	39.75	0.00	0.00	0.00	0.00
8	8	18	53.00	662.50	39.75	863.90	39.75	863.90	39.75	863.90	39.75	813.55	39.75	0.00	0.00	0.00	0.00
9	9	13	56.00	700.00	42.00	912.80	42.00	912.80	42.00	912.80	42.00	859.60	42.00	0.00	0.00	0.00	0.00
10	10	14	55.00	687.50	41.25	896.50	41.25	896.50	41.25	896.50	41.25	844.25	41.25	0.00	0.00	0.00	0.00
11	11	19	53.00	662.50	39.75	863.90	39.75	863.90	39.75	863.90	39.75	813.55	39.75	0.00	0.00	0.00	0.00
12	12	20	55.00	687.50	41.25	896.50	41.25	896.50	41.25	896.50	41.25	844.25	41.25	0.00	0.00	0.00	0.00
13	13	8	56.00	700.00	42.00	912.80	42.00	912.80	42.00	912.80	42.00	859.60	42.00	0.00	0.00	0.00	0.00
14	14	7	56.00	700.00	42.00	912.80	42.00	912.80	42.00	912.80	42.00	859.60	42.00	0.00	0.00	0.00	0.00
15	15	6	56.00	700.00	42.00	912.80	42.00	912.80	42.00	912.80	42.00	859.60	42.00	0.00	0.00	0.00	0.00
16	16	5	56.00	700.00	42.00	912.80	42.00	912.80	42.00	912.80	42.00	859.60	42.00	0.00	0.00	0.00	0.00
17	17	4	40.00	500.00	30.00	652.00	30.00	652.00	30.00	652.00	30.00	614.00	30.00	0.00	0.00	0.00	0.00
18	18	3	40.00	500.00	30.00	652.00	30.00	652.00	30.00	652.00	30.00	614.00	30.00	0.00	0.00	0.00	0.00
19	19	2	40.00	500.00	30.00	652.00	30.00	652.00	30.00	652.00	30.00	614.00	30.00	0.00	0.00	0.00	0.00
20	20	1	40.00	500.00	30.00	652.00	30.00	652.00	30.00	652.00	30.00	614.00	30.00	0.00	0.00	0.00	0.00
Total			1000.00	12500.00	750.00	16300.00	750.00	16300.00	750.00	16300.00	750.00	15350.00	750.00	0.00	0.00	0.00	0.00

Vote Outside General Meeting Minutes
For Strata SP 68637
46 Knutsford Street, Fremantle, WA, 6160
Held AT Time: 09:00 AM, on 4 June 2025
At, Venue: Online only

CONFIRMATION OF ATTENDANCE, APOLOGIES & PROXIES

Lots Owners in Attendance

Lot 1	Irene T	Electronic vote
Lot 2	Susanne M & Lee R B	Electronic vote
Lot 3	BOOTS PROPERTY PTY LTD	Electronic vote
Lot 4	Jessica L L	Electronic vote
Lot 5	Michael J E & Lynda C E	Electronic vote
Lot 8	Barrie W & Elizabeth S	Electronic vote
Lot 9	M J Anthony	Electronic vote
Lot 10	D F	Electronic vote
Lot 13	Aidan M K	Electronic vote
Lot 14	Damon J B & Robyn L B	Electronic vote
Lot 15	Paul C	Electronic vote
Lot 16	Jenny H	Electronic vote
Lot 17	Barry G T	Electronic vote
Lot 18	Sarah L	Electronic vote
Lot 19	Yvonne J D	Electronic vote
Lot 20	Damon J B & Robyn L B	Electronic vote

1. REIMBURSEMENT APPROVAL TO UNIT 4

ORDINARY RESOLUTION

By ordinary resolution the owners agree to reimburse Unit 4 (owner Barry Trewin) a total amount of \$9,889.00 INC GST. Please refer to the explanatory notes for an explanation of what this covers.

For:	4	Against:	11	Abs:	1	Inv:	0
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Motion DEFEATED.

2. AMEND RESERVE FUND BUDGET EXPENDITURE

ORDINARY RESOLUTION

By Ordinary resolution, the owners approve the amendment of the reserve fund budget expenditure to include a reimbursement line item to Unit 4 of \$9,889.00

For:	4	Against:	11	Abs:	1	Inv:	0
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Motion DEFEATED.

3. SPECAIL LEVY

ORDINARY RESOLUTION

By Ordinary resolution, the owners approve raising a special levy for a total amount of \$4,944.50 to cover 50% of the reimbursement costs payable on 30 days once raised, as per the attached schedule. The remaining 50% being \$4,944.50 will be taken out of the reserve fund account current balance.

Special Levy table below:

Budget: \$4,994.50
Entitlements: 1000

Due Date:	Period	Quarterly Total (EX GST)	\$ per Contribution Entitlement (EX GST)
30 days once raised	Special Levy - 50% of reimbursement costs	\$4,994.50	\$4.99
TOTAL		\$4,994.50	\$4.99

For:	4	Against:	11	Abs:	1	Inv:	0
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Motion DEFEATED.

MEETING CLOSE

There being no further business to discuss, the meeting was declared closed at **04 June at 12.54PM**

Notice of Levies due in June 2025

C/- White House Property
45 Canning Highway
EAST FREMANTLE WA 6158

Issued 28/04/2025 on behalf of:

46 Knutsford Street,
FREMANTLE - OCSF 68637
ABN: 62 527 411 569

for Lot:14 Unit:7

46 Knutsford Street, Fremantle WA 6160

Due Date	Details	Administrative Fund	Reserve Fund	Total
01/06/2025	Admin & Reserve Fund Levy(01/06/2025 - 31/08/2025)	912.80	42.00	954.80
	Total levies due in month	912.80	42.00	954.80

Total of this levy notice	\$ 954.80
Levies in Arrears	\$ 0.00
Interest on Levies in Arrears*	\$ 0.00
Owner invoices	\$ 0.00
Special levies(not yet due)	\$ 0.00
Subtotal of amount due	\$ 954.80
Prepaid	\$ 0.00
Total Amount Due	\$ 954.80

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

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

Arrears & Interest Due Immediately
Levy Payment Due 01/06/2025



Oakfield Strata

DEFT Reference Number
26927087200068637149

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



*496 269270872 00068637149



Billor Code: 96503
Ref: 26927087200068637149

Pay in-store at Australia Post by eftpos.

Total due : \$ 954.80

Account Credits : \$ 0.00

+269270872 00068637149<

000095480<2+



09 May 2025

The Owners of 46 Knutsford St SP68637
Unit 1-20, 46 Knutsford St
Fremantle, WA 6160

Customer Repair Approval

**Unit 1-20, 46 Knutsford St
Fremantle WA 6160
Job No: 26331-Q3**

Scope of Works

Scope for 26331-Q3:

Preliminaries	
1	All works to be carried out under the work safe guidelines to include harnesses, safety rail as required.
2	EWP hire and tower scaffolding hire as required.
3	Supervision and management costs for the duration of the building repair works.
4	Allow to comply with all BCA, Statutory, Health and WorkSafe requirements.
5	Allow for all costs to mobilise to site including temporary site office, secure storage facilities, bin storage, scaffolding and hoardings/fencing to make site safe during reinstatement and clearing of area.
6	Allow for all safety signage.
7	Allow to dispose of waste.
8	Allow for temporary toilets (check with owners).
9	Allow for protection of undamaged surfaces and structures, including driveway during works particularly for bin placement and fencing.
10	Allow for scaffolding to external elevations facilitating painting works.
11	Allowance for crane hire to facilitate material lifting to roof area.
12	Ensure that all electrical circuits are disconnected/tagged or isolated for safe working conditions to the demolition/reinstatement area. All water connections, drainage, gas, and mechanical services are capped or clearly marked as visible and protected prior to demolition and removal of waste. Any necessary terminations and isolations to be completed by a qualified contractor with written confirmation issued prior to the commencement of any works.
13	Fence workspace and storage areas, and ensure these areas are secure. Include all required signs.
14	Builder to provide all necessary edge protection throughout works
15	Allow for all council fees and charges - permits - CDC as required.



- 1 Repoint the mortar joints in which mortar has deteriorated. Remove and clean builder's debris and concrete splashes to external face brick walls.

1E External Bubbling Paint - Various (as per plan)

- 1 Scrape away all bubbled paint and imperfections to the painted wall surface. Prep the affected wall surfaces and repaint to nearest architectural break in colour and finish to best match existing colour and finish.

1G Efflorescence Staining to Underside of Slab Soffit - Various

- 1 Investigate the cause of the staining by removing pavers from the top of the slab and examining the top of the slab for hairline cracks and imperfections. Repair any imperfections to the top of the suspended floor slab in these areas. Localised area only - no allowance should the defect expand to other areas.
- 2 Reinstate waterproofing to the cracking and vertical connections of dissimilar materials. Localised area only - no allowance should the defect expand to other areas.
- 3 Remove efflorescence.

1H Water Ponding - Exterior of Storerooms Wall & Western Carpark

- 1 Exterior of Storerooms Wall; • Allow to install a stormwater spoon drain, approximately 10Lm prevent water ponding and moss on the slab. • Stormwater drain to be diverted to the soakwell in the adjacent garden bed.
- 2 Western Carpark; • Allow to install a stormwater spoon drain, approximately 3Lm prevent water ponding and moss on the slab. • Stormwater drain to be continuous and discharging into the adjacent carpark soakwell.
- 3 Make good all surfaces disturbed by the works. Owners will accept drainage beneath slab rather than spoon drain on slab to carpark soakwell.

1J Water Staining - Bin Store Room

- 1 Provide a clean of the masonry walls and concrete slab soffit.
- 2 Fill the spalled area to the top of the concrete wall with a suitable repair mortar.

1K Water Damaged Walls - Unit 1 (Level 1)

- 1 Replace entrance door reusing existing hardware and prepare and paint to best match existing.
- 2 Remove and treat corrosion to steel lintel supporting balcony screen brick wall to Unit 1.
- 3 Supply and install an appropriate seal kit to the entrance door.
- 4 Works for Item Item 5 should be performed and wall moisture levels reduced to under 7% before re coating of the walls is performed. - provide moisture mapping as required.
- 5 All internal moisture stained painted face brickwork - Prepare and repaint stained walls to nearest architectural break ensuring the correct usage of stain blockers and adhesion primers as per manufacturers recommendations.
- 6 Manoeuvre furniture on site and protect as required.

1L Water Staining - Unit 2 (Level 1)

- 1 Works for Item 5 should be performed and wall moisture levels reduced to under 7%



before re coating of the walls is performed. - provide moisture mapping as required.

- 2 All internal moisture stained painted face brickwork - Prepare and repaint stained walls to nearest architectural break ensuring the correct usage of stain blockers and adhesion primers as per manufacturers recommendations.
- 3 Manoeuvre furniture on site and protect as required.

1M Water Staining - Unit 3 (Level 1)

- 1 Repair, prepare and paint the ceiling lining around the skylight in the bathroom to nearest architectural break in colour and finish to best match existing. Damage is extensive enough to be eligible for rectification work under Item 5 (replacement of water damaged building elements including but not limited to ceilings).
- 2 Perform a stain removal to the carpet in the lounge room near the entrance door.
- 3 Works for Item Item 5 should be performed and wall moisture levels reduced to under 7% before re coating of the walls is performed. - provide moisture mapping as required.
- 4 All internal moisture stained painted face brickwork - Prepare and repaint stained walls to nearest architectural break ensuring the correct usage of stain blockers and adhesion primers as per manufacturers recommendations.
- 5 Manoeuvre furniture on site and protect as required.
- 6 Perform specialist clean to the unit 3 storeroom – relative to works above from leaking courtyard to unit 8

1P Construction Staining/ debris - Various (as per plan)

- 1 Clean away splash marks and paint over any stubborn splash marks, so that they are not visible.

1Q Brick wall expansion joints - Complex

- 1 Strip out the existing flexible sealant from the joints and reapply a new sealant to the joints using suitable tools to allow for a smooth clean finish.

2B Masonry walls - North Block (as per plan)

- 1 Repoint and repaint the brick wall to the east façade. Fill any gaps between the brick wall and suspended slab with a suitable mortar. Remove and clean builder's debris and concrete splashes from all the face brick wall.

2C Water Ingress - Unit 5 (Level 1)

- 1 Perform scope of works for Item 5 and ensure success before complete the below rectification works internally.
- 2 Repair prepare and paint bathroom ceiling to nearest architectural break in colour and finish to best match existing.
- 3 Perform a stain removal treatment to the carpet in the walk in robe.
- 4 Prepare and paint balcony walls subject to bubbling to nearest architectural break in colour and finish to best match existing.
- 5 Remove and treat surface corrosion to the steel framing supporting the masonry screen wall on the balcony.
- 6 Replace the carpet in the walk-in robe to best match existing quality and colour.



2D Water Ingress/ Damage - Unit 6 (Level 1)

- 1 Remove and replace the split flexible sealant and corroded flashing fixings to the roof flashing above the door between the bedroom and light well.
- 2 Remove and treat surface corrosion to the steel framing supporting the balcony masonry screen wall.
- 3 Repair the minor crack to the walk in robe wall in the guest bedroom with a suitable mortar and repaint as necessary to nearest architectural break in colour and finish to best match existing.
- 4 Install a deeper capping/ flashing over the light well wall to cover the top edge of the uppermost CFC wall sheet in the light well in a profile and colour to match existing.
- 5 Wall separating bed 1 and dining - allow to cut open wall and rectify airconditioning drain so that it discharges externally. Make good wall and prepare and paint to best match existing nearest architectural break. Allow for mould remediation as required.
- 6 Remove and reinstate services and fittings to allow the below works to be completed.
- 7 Lift tiling, screed and waterproofing membrane and discard.
- 8 Reinstall waterproofing, screed and tiling system to best match existing.
- 9 Perform specialist clean to the unit 3 storeroom.

2F Leaking Courtyard Tiles - Unit 8 (Level 1)

- 1 Remove and reinstate services and fittings to allow the below works to be completed.
- 2 Lift tiling, screed and waterproofing membrane and discard.
- 3 Reinstall waterproofing, screed and tiling system to best match existing.
- 4 Perform specialist clean to the unit 3 storeroom.

2G Defects to Staircases - Internal Staircases

- 1 Ensure rectification works to Item 2A are successful before performing the below scope of works.
- 2 Stairwell to Units 5/ 6; Repair, re-flush and sand the plastered ceiling finish and prepare and paint to nearest architectural break in colour and finish to best match existing. - allow scaffold to stairwell.
- 3 Stairwell to Units 5/ 6 & 7, 8. Repoint any eroded brick mortar to best match existing colour and finish. - allow scaffold to stairwell.

2H Water Ingress - Unit 1 Store Room

- 1 Ensure successful completion of Items 1H & 3F before performing a specialist clean to the concrete and masonry surfaces.

2I Excess Mortar - Unit 4 Store Room

- 1 Cleanly cut away and remove excess mortar from joints to the top three courses of south wall.

2J Water Ingress - Unit 16 Store Room

- 1 Lift floor tiling to the light well and rectify the leaking through slab penetration ensuring compliance with AS 4654.2 Waterproofing Membranes for External Above Ground Use



and reinstall tiling.

- 2 Perform a specialist clean to the concrete and masonry surfaces of the storeroom.

2K Water Damage - Carpark Stair and Supporting Walls

- 1 Staircase from level one to carpark (2 flights).
- 2 Rake out existing mastic sealant to the wall and stair junction.
- 3 Prepare stairs inclusive of the filling of voids and cleaning of substrate.
- 4 Apply a proprietary concrete sealant to the stair's ensuring finish is appropriately slip resistant. Sealant to be of high grade, durable and clear.
- 5 Reinstate an appropriate mastic to the stair wall junctions. Mastic joint colour to colour match adjacent material. ie Concrete.
- 6 Clean off any staining and repaint the wall with bubbled paint to the surface to nearest architectural break in colour and finish to best match existing.

2L Calcium Staining North west wall – Carpark

- 1 Install a flashing between the floor slab and wall to the top of the slab instead of the soffit to divert water away from the edge of the slab. Clean off the calcium /efflorescence staining to the wall. Further flashing detail required to advise method. Proposed detail to be reviewed and approved by owners. (Provisional Sum)

2M Corroding Steel Lintel - East Wall of Unit 4

- 1 Remove and treat surface corrosion to steel lintel.

2N Concrete frame - carpark Concrete frame in line with the carp

- 1 Remove and clean away efflorescence stains to the concrete using a suitable chemical solution.

2O Premature corrosion of top track Fire separation door - Carpa

- 1 Remove and treat surface corrosion to top rail track of fire separation door in carpark.

2R Yellow Staining Masonry block walls - Carpark

- 1 Block walls in the carpark outside the store rooms to Units 1, 2, 3, 9, 15, 16, 17 and 18.
- 2 Ensure substrate moisture levels are below 7% and prepare and paint the stained block walls. Allow for moisture mapping.

3C Eroded Mortar - West Façade of the South Block

- 1 Repoint the entire west façade with a good quality mortar to prevent mortar eroding from the joints and potential water ingress. Clean and remove builder's debris and concrete splashes from the face brick wall. Prepare and repaint the wall to nearest architectural break in colour and finish to best match existing.

3D Damp Proof Course Flashing - East Façade to the South Block

- 1 Provide adequate fixings to the flashing (min centres 500mm).
- 2 Remove the deteriorated flexible sealant and re apply flexible sealant to the top of the flashing and to flashing joints.
- 3 Excavate soil to the south east corner of the property and install a proprietary



waterproofing membrane as per manufacturers installation instructions and reinstate soil. Allow for liaison with owners regarding the visual impact to the eastern facade of waterproofing membrane selection (preferably clear) and extent of application to manufacturers installation instructions.

3E Loose Plastic Membrane Concrete Wall – East Facade

- 1 Damp proof membrane.
- 2 Re secure the sheet damp proof membrane at the top ensuring adequate adhesion.
- 3 Surface crack near expansion joint.
- 4 Break away the surface cracked section of concrete and repairing the wall surface with a suitable repair mortar.

3G Internal Staircases - South Block (Both Stairwells)

- 1 Reseal/ rectify the flashings and sealant to the skylight penetrations.
- 2 Clean away the staining to the walls and repair and repaint the plasterboard ceiling.
- 3 Install fly screen to the louvered windows x 3 to the ground floor of the staircases.

3J Cracking and Bubbling Paint to Walls - Balconies

- 1 Ensure scope for items 5 & 3C have been completed successfully before performing the below works.
- 2 Prepare and paint walls to the balconies once moisture levels reduce to 7% or below.

3K Crack to North Balcony and Water Stain to Bathroom Ceiling -

- 1 Perform crack repairs to the northern balcony wall and prepare and paint to nearest architectural breaks in colour and finish to best match existing.
- 2 Ensure success of Item 5 of this form and prepare and paint the bathroom ceiling in colour and finish to best match existing.

3L Water Damage and Steel Corrosion - Unit 13 – Level 2

- 1 Ensure success of Item 5 of this form and prepare and paint the stain to the kitchen and bathroom ceiling and bubbled paint to the bedroom wall near the sliding door frame leading to the south balcony in colour and finish to best match existing. Remove and treat surface corrosion to the steel framing supporting the hollow core block screen wall to the south balcony. Large crack in western wall of southern balcony brickwork to be repointed and repainted.
- 2 Remove and treat surface corrosion to the steel framing supporting the hollow core block screen wall to the south balcony.

3M Water Damage, Cracking and Binding Door - Unit 14 – Level 2

- 1 Ensure success of Item 5 of this form and prepare and paint the stain to the bathroom ceiling and yellowing of walls to the bedroom, bathroom and laundry in colour and finish to best match existing colour and finish to nearest architectural break.

3O Water Ingress - Unit 16 – Ground Floor

- 1 Ensure success of Item 3D of this form before performing below repairs.
- 2 Replace LED lights to either side of the bathroom mirror and test all.



- 3 Install a flashing to the end of the steel lintel supporting the north façade hollow block screen, to cover the gap.

3Q Concrete Slab Water Staining - Unit 18 – Level 1

- 1 Seal all of the second-floor slab edges where water staining is noted with a flexible sealant, but to the top surface of the slab rather than to the soffit. Align and level balcony tile blocks such that they are more rigidly held in place. Adjust / replace the pedestals where necessary.

3R Wall Staining Unit 19 – Level 2

- 1 Ensure roof works above the bathroom are successful before performing the below scope of works. Prepare and paint the stain to the bathroom ceiling and yellowing of walls to the kitchen and bathroom in colour and finish to best match existing colour and finish to nearest architectural break.

4A Premature Corrosion - Entrance gate and grid mesh letterbox f

- 1 Remove and treat surface corrosion to the entrance gate hinges and to the grid mesh frame. Once removed, even galvanised finish across mesh frame to be achieved. Adequately fix the top gate hinge so that it does not come loose. This has been tightened many times and requires a permanent fixing solution.

4B Premature Corrosion of Fixings - Bike Stand

- 1 Replace fixings with appropriate stainless-steel fixings. The bike stand located closest to the bin store is to be removed and retained for owners' storage. Access to planter bed is compromised by this stand.

4C Line Markings Carpark line markings – Disabled parking bay

- 1 Repaint line markings to the disabled parking bay ensuring the use of a good bonding paint to the floor slab.

1F Concrete Steps - South Stairs

- 1 At the time of inspection, the exposed concrete steps were performing as intended. Voids and air pockets to exposed concrete are not deemed defective or warrantable works by the builder.

1I Staining to Pavers - Southern Side of Level 1 Communal Walkwa

- 1 At the time of inspection there was no evidence of defective or warrantable works that could be attributed to the builder.

1O Lintels supporting brick walls to upper floor. West Block

- 1 Minor gappage between brick works and dissimilar materials is consistent with standard building practises. The steel is external grade and under constant exposure to the elements so minor gappage is not considered to be detrimental to its lifespan. As there is no standard or reference to gappage between steel lintels and supported brickwork and the brickworks is performing as intended I cannot attribute defective or warrantable works to the builder.

2E No Defects Identified Unit 7 (Level 1)

- 1 The property defects assessment report by Napier & Blakeley 14/02/2022 identifies no



defects to Unit 7. As such Unit 7 was not inspected and no defective or warrantable works are attributed to the builder.

2P Cracking to Carpark Hardstand Carpark

- 1 Upon inspection of the cracking, the cracking was measured to be less than 1mm and deemed to be caused by normal movements of the building. A crack of 1mm is not deemed to be a defect as per AS2870 – 2011, Appendix C, Table C1, the crack is deemed as very slight and not requiring repair. Therefore, it is not deemed defective work by the builder.

2Q Loose Light Fitting Slab soffit mounted light fitting - Carpa

- 1 The passage of time since practical completion is 4 years and 7 months (55 months). I have not been furnished with any evidence that the failure of the light fitting is directly related to the works by the builder. The Guide to Standards and Tolerances 18.02 Faults and damage to appliances and fittings Damage to appliances and fittings supplied as part of the building contract is defective if it is due to the builder's workmanship. During the documented maintenance period after handover, fittings are defective if they do not operate as intended by the manufacturer. If the maintenance period is not documented it is to be taken as three months, and a such I cannot attribute defective or warrantable works to the builder.

3B Calcium Staining Limestone rear courtyard walls - Ground Floo

- 1 The calcium staining is caused by the release of natural salts in the masonry block work and is not defective or warrantable works by the builder. The staining is aesthetic in nature and the removal would be deemed to form the normal maintenance of the property.

3F External Concrete Stairs North Stair

- 1 There is no external staircase to Units 15 – 20 and as such I cannot attribute defective works to the builder. This item is assumed to be a double up of Item 2K.

3H No Access Unit 9 - Ground

- 1 At the time of inspection there was no evidence of defective or warrantable works to the builder.

3I Missing Cover Plate Unit 10 - Ground

- 1 At the time of inspection, it was noted that more than one of the cover plates has become dislodge with evidence of one being on the ground below the exhaust fan. Replacement/ repositioning of the cover plates is deemed to form the normal maintenance of the dwelling as the passage of time since practical completion is 4 years and 7 months (55 months).

3N No defects identified. Unit 15 – Ground Floor

- 1 The property defects assessment report by Napier & Blakeley 14/02/2022 identifies; No defects identified. At the time of inspection there was no evidence of defective or warrantable works by the builder.

3P Settlement Cracking Unit 17 – Level 1

- 1 Upon inspection of the cracking the cracking was measured to be less than 1mm and



deemed to be caused by normal movements of the building. A crack of 1mm is not deemed to be a defect as per AS2870 – 2011, Appendix C, Table C1, the crack is deemed as very slight and not requiring repair. Therefore, it is not deemed defective work by the builder.

3S No Access Unit 20 – Level 2

- 1 The property defects assessment report by Napier & Blakeley 14/02/2022 identifies; No Access and no defect implied.

4D Staining to Pavers Granite Pavers – Unit balconies and First

- 1 The staining did not present as being due to construction works and was unidentifiable. At the time of inspection there was no evidence of defective or warrantable works that could be attributed to the builder.

10 - Water Entry - Unit 4 Entrance Door

- 1 Supply and install a drainage grate to the entrance door to prevent the entry of water during heavy rain events. Drain and works to be similar to the adjacent unit (Unit 3) which has been performed successfully.

7- Internal Wet Areas – Unit 5,6,8,9 & 13.

- 1 Unit 9 – Ensuite (Waterproofing Membrane) - Disconnect and reconnect as required - full replacement tile wall and floor matching existing. Unit 5 - Bathroom (Inadequate Fall) Unit 6 - Bathroom (Inadequate Fall) Unit 8 - Ensuite (Waterproofing Membrane) Unit 13 - Ensuite (Waterproofing Membrane) Affected Area; Remove and set aside salvageable fittings and fixtures to the bathroom. Remove and replace tiles to shower recess and flooring / walls as required to facilitate waterproofing requirements of AS 3740 (all floor tiling to be replace to Units 5,6 & 8 to rectify fall to drains), to best match existing style and colour, ensure all works meet AS 3740 including allowance for water stops as required. Proposed replacement tiles to be reviewed and approved by owners. Reinstall, replace, fittings and fixtures. Test all plumbing to ensure no leaks before re-tiling, ensure correct moisture levels of all substrates before performing each remedial stage. Prepare and paint disturbed surfaces to nearest architectural break in best match colour and finish. Water damage to adjacent walls and building elements ; Repair, replace, prepare and paint damaged/ disturbed building elements and finishes to nearest architectural break in materials, colour and finish to best match existing.

5 Non-Compliant Box Guttering Complex

- 1 Modify the box guttering to the two eastern (All Structures) structures and the central western structure (units 2 & 3) which will require a full re-roof as per the scope of works by Sequel Engineering (Box Gutter Scope Document). Contractor to allow liaison with owners where proposed overflow device locations impact building elevations to ensure sightly outcome. ie if overflow devices spill onto outdoor balconies, they won't be visible on building elevations. Note; These works will further require the installation of a gutter counter flashing and sheet profile moulded foam at the junction of the sheet end and the guttering and replacement of the anticon insulation. (AS PER SEQUEL ENGINEERING)
- 2 Make Good; (extensive to the top floor units) Rectification, repair and or replacement of water damaged building elements including but not limited to ceilings, walls and skirtings to the nearest architectural break in colour and finish to best match existing.



Sequel roof scope is as per Sequel Consulting Engineers' document J10145 dated 04/09/24 including all relevant Specifications, Preliminaries and applicable Standards & Codes.

Scope not limited to the below (12/05/2025 CoO)

PHONE 1300 794 917
EMAIL info@wainsurancebuilders.com.au
WEB www.wainsurancebuilders.com.au
MAIL PO Box 204 Joondalup DC, 6919
ABN 39 603 040 437
BRN 100985

- 3 Supply and install a new channel overflow device at the location of the sump as per the scope of works by Scott & Associates (Unit 1 - Overflow & Roof Scope) scope of works and detail. Renew all seals to the roof penetrations inclusive of skylight. New channel overflow device to be black on face brick and white on painted brick.
- 4 Parapet Capping (Complex complete); Repoint the brick joints with mortar to areas where the mortar has deteriorated. Supply and install a parapet flashing that integrates with the existing apron flashing. Thought to be given the minimum slope of the parapet flashing to discharge water back onto the roof drainage system and custom detail where newly raised roof sheeting protrudes above existing parapet height. Detail to be confirmed with the Council of Owners with the external downturn to be in compliance with HB-39 with the necessary capillary break and adequate in length to prevent water infiltration via the capping brickwork. Parapet capping to Owner's detail. Allow to provide a parapet flashing to all brickwork around the perimeter of each roof. To builders' detail. Flashing to be profiled onto the new roof sheets and extend over the last rib. Turn down onto the roof sheet.

Sequel Roof Scope

- 1 Allow to remove all existing roof mounted mechanical plant, vents, skylights etc. and set aside for reuse.
- 2 Allow to remove all roof sheeting. Approximately 1300m2
- 3 Allow to remove all box gutters including sumps.
- 4 Allow to provide and instal 85 mm high Roof Razors (Fletcher insulation.) • Pre-loaded screws to be used. • Instal as per the manufacturer's specifications. • Lap each section in accordance with the manufacturer's specification.
- 5 Allow to provide new roof sheeting throughout. • Minimum roof pitch to be 2 deg. • Roof sheeting to be Trimdeck 0.42 BMT. • Allow to screw fix each rib to Roof Razors. • Builder to allow for all roof flashing requirements around the roof mounted plant and equipment, vents, and ducts. • Builder to allow for all flashing requirements around the existing skylights.
- 6 Allow to reinstate all roof mounted plant, vents, ducts, skylights etc.
- 7 Allow to provide overflow channels in accordance with the attached detail. Channels to be provided to the side of sumps to gutters 1 and 3 and to the end of each box gutter.
- 8 Allow to provide new box gutter along the edge of the courtyard to unit 13,14,15, 16 in accordance with the attached design. Discharge through the external wall and provide a new rain head and down pipe. Plumb new down pipe into the existing storm water disposal system.
- 9 The existing roof pitch is to be determine accurately. A surveyor may be required for these works. New roof sheets are to be laid at 2 deg.
- 10 Additional engineering involvement and inspections - \$5000 + GST.

General

- 1 Remove all trade related waste and keep site clean and tidy.
- 2 Allow for cleaning periodically throughout and cleaners on completion - ensure site clean and tidy at all times.



3 Lay drop sheets and protective covers to all areas whilst work takes place.

4 All works to be carried out to current NCC standards.

8 - Balconies of Unit 13 (x2) & Unit 6 Balcony

1 Unit 13 & Unit 6 Northern Balcony; Lift paving system and set aside for reinstallation. Prepare substrate and install a new waterproofing system, paying particular attention the slab penetrations. All works to meet the performance requirements of AS 4654.2 Waterproofing Membranes for External Above Ground Use and the manufacturer's installation instructions. Test on completion and reinstall the paving system. Provide speciality clean to the underside of the balconies. Unit 13 Southern Balcony; Lift paving system and set aside for reinstallation. Prepare substrate and install a new waterproofing system, paying particular attention the slab penetrations. All works to meet the performance requirements of AS 4654.2 Waterproofing Membranes for External Above Ground Use and the manufacturer's installation instructions. The removal and reinstallation (replacement if reuse not possible) of the sliding door unit will be necessary to rectify the vertical termination of the waterproofing membrane at the water stop behind the sliding door and ensure the subsill is sealed at both ends. Test on completion and reinstall the paving system. Unit 13 Make Good; Replace the carpet to bedroom one to best match existing material and quality. Water damage to adjacent walls and building elements; Repair, replace, prepare and paint damaged/ disturbed building elements and finishes to nearest architectural break in materials, colour and finish to best match existing.

12 - Water Ingress Unit 5 - Brick Work & Slab Junction

1 Eastern External Wall; First course of brickwork at the external staircase. Rake out the mortar bed to the base of the first course of brick work (above slab edge) and either reinstall mortar or apply an appropriate colour matched mastic with smooth even finish. This solution needs to ensure adequate barrier to water ingress.

I/We the policyholder/s hereby agree to the commencement of the above Scope of Works.
Contract value as agreed with the Insurer.

Name: 46 Knutsford Council of Owners

Signed: Refer below:

Dated: 12/05/2025

Paul Curtin

Barry Trewin

(signature not provided)

Daniel Firms



WA
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ABN 39 603 040 437
BRN 100985

It is a condition of your insurer that an agreed scope of works is signed before we can commence work. If you need to discuss this repair approval or the quality of work, please phone your WA Insurance Builders Pty Ltd supervisor, Jason Childs on .

Please return this document as soon as possible to WA Insurance Builders Pty Ltd to enable us to commence repairs.

Yours faithfully,

Jason Childs
Managing Director

jason@wainsurancebuilders.com.au



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ABN 60 508 188 246

10 Year Reserve Fund Plan

Inspection Date: 17 March 2025

Date of this Report: 18 March 2025



46 Knutsford Street, Fremantle :: SP68637



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The Owners of Strata Plan 68637
46 Knutsford Street, Fremantle

18 March 2025

Dear Owners,

RE: 10 Year Reserve Fund Plan - 46 Knutsford Street, Fremantle - SP68637

Thank you for your instructions to provide a 10 Year Reserve Fund Plan for your strata scheme.

BIV Reports Pty Limited is a National Partner with the Strata Community Association. Our Reports are easy to read and understand, and if you have any questions, feel free to contact us directly.

The key objective of a 10 Year Plan is to determine the annual contribution to the Fund. My words are 'it is a Savings Plan not Spending Plan' so it is not critical if an Item is shown in one year as opposed to another year, as I make an allowance for this. It is also User Pays basis to set aside funds within the 10 years of the Plan for capital Items that will need to be replaced beyond those 10 Years, ie roof.

Over 85% of all Strata Managers in WA utilise BIV Reports Pty Limited to carry out various property compliance reports including this 10 Year Reserve Fund Plan required under s100(2A) and s102 of the Strata Titles Act 1985 (WA).

Our 10 Year Reserve Fund Plan complies with s100(2A) and s102 of the Strata Titles Act 1985 (WA), r77 of the Strata Titles (General) Regulations 2019 (WA), and with prudent strata practices.

Our other services include: Asbestos Registers, Safety Reports, Insurance Valuations

The above Reports are carried out on all types of property including residential, retail, commercial, industrial, high rise towers, CBD, marinas, stratum, non-strata and others.

Contact your Strata Manager to engage BIV Reports Pty Limited to provide any of the above additional Reports, or alternately contact us if you have any questions on these Reports.

As you can appreciate, some owners do not want to spend money at all, or do not communicate their particular requirements (ie more parking, bbq area, etc). If you want to adjust the Plan within six months, there is no charge, as we genuinely want you to have a useful and practical Plan. Simply provide the new Item(s), Amount(s) and Year(s), and on a reasonable not unlimited basis.

Congratulations, you now have the benefit of a compliant 10 Year Reserve Fund Plan from BIV Reports Pty Limited that will assist the owners in preparing their annual budgets in accordance with the Strata Titles Act 1985 (WA) and the Strata Titles (General) Regulations 2019 (WA).

Yours sincerely,

Wal Dobrow FAPI FRICS FREI REIV(Aust) CDP CPP FSSP
Director - Certified Practicing Valuer, Chartered Valuation Surveyor
Cert IV WHS, Asbestos qualifications, Past Accredited Practitioner (Fire Safety)



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Annexure A - Annual Contribution for each Lot in each Year of the 10 Year Plan

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COVERED ITEMS					Identification of Covered Items - 10 Year Reserve Fund Plan - Cost Estimates (includes GST)							Page 3			
10 Year Plan for:					The Owners of Strata Plan 68637 - 46 Knutsford Street, Fremantle							Strata Plan:		SP68637	
Period covered by the Plan:					30 November 2025 to 30 November 2035							Plan prepared on:		18 March 2025	

Ser- ial	*Covered Items	Current Cost	Approx year work required	Escalated amount	End of Year 1	End of Year 2	End of Year 3	End of Year 4	End of Year 5	End of Year 6	End of Year 7	End of Year 8	End of Year 9	End of Year 10
					Nov-26	Nov-27	Nov-28	Nov-29	Nov-30	Nov-31	Nov-32	Nov-33	Nov-34	Nov-35
1	Structure													
2	Roof	\$54,000	10	\$83,860										\$83,860
3	Long term capital items (see page 12)	\$10,000	10	\$15,530										\$15,530
4	Appendages													
5	Common prop. doors + windows	\$6,500	7	\$8,846							\$8,846			
6	Common property lighting	\$2,900	2	\$3,107		\$3,107								
7	Fire safety services	\$2,100	4	\$2,410				\$2,410						
8	Security gate + motor	\$2,600	6	\$3,386						\$3,386				
9														
10	Guttering + downpipes	\$15,000	9	\$22,291									\$22,291	
11	Distribution boards	\$1,200	6	\$1,563						\$1,563				
12	Balustrades + handrails	\$8,000	8	\$11,377								\$11,377		
13														
14	Other													
15	Internal painting + floor coverings	\$13,000	7	\$17,691							\$17,691			
16														
17	Intercom + security doors	\$5,700	6	\$7,423						\$7,423				
18	Seal elevated walkways+ balconies	\$11,000	5	\$13,065					\$13,065					
19	Outside													
20	Ext painting+ architectural features	\$24,000	10	\$37,271										\$37,271
21	Utility services, cabinets, conduits	\$2,300	3	\$2,550			\$2,550							
22	Fences + gates	\$2,400	9	\$3,567									\$3,567	
23	Driveway + pathways	\$12,000	6	\$15,627						\$15,627				
24	Garden + reticulation	\$3,300	5	\$3,919					\$3,919					
25	Garbage bin area	\$800	4	\$918				\$918						
26	Trip slip hazards + stair nosings	\$1,500	1	\$1,553	\$1,553									
27	Stormwater pits + pipes	\$2,500	3	\$2,772			\$2,772							
28														
29	Brickwork + seal brick mortar	\$4,500	8	\$6,399								\$6,399		
30	Line marking + signage	\$1,700	4	\$1,951				\$1,951						
31	Mail boxes	\$800	4	\$918				\$918						
	Total Estimate (rounded)	\$187,800		\$267,992	\$1,553	\$3,107	\$5,322	\$6,197	\$16,984	\$27,999	\$26,537	\$17,776	\$25,858	\$136,661

*Covered Items are items of a capital and non-recurrent nature.

CONDITION REPORT	Condition Report - 10 Year Reserve Fund Plan - Method + Reasoning for the Costs Estimates (includes GST)			Page 4
10 Year Plan for:	The Owners of Strata Plan 68637 - 46 Knutsford Street, Fremantle		Strata Plan:	SP68637
Period covered by the Plan:	30 November 2025 to 30 November 2035		Plan prepared on:	18 March 2025

Method and Reasoning						
Ser- ial	Covered Items	Current Cost	*Approx year work required	Details of any maintenance, repair, renewal or replacement that is anticipated to be required in the period covered by the Plan	Current Condition or operating state	Estimated Lifespan after work carried out
1	Structure					
2	Roof	\$54,000	10	Contribution towards the maintenance of the roof	Average condition	15-20 yrs
3	Long term capital items (see page 12)	\$10,000	10	Contribution towards the repair of the long term capital items (see page 12)		
4	Appendages					
5	Common prop. doors + windows	\$6,500	7	Contribution towards the repair of the common prop. doors + windows	Average condition	7-10 yrs
6	Common property lighting	\$2,900	2	Contribution towards the replacement of the common property lighting	Average condition	3-5 yrs
7	Fire safety services	\$2,100	4	Contribution towards the renewal of the fire safety services	Average condition	5-7 yrs
8	Security gate + motor	\$2,600	6	Contribution towards the repair of the security gate + motor	Average condition	7-10 yrs
9						
10	Guttering + downpipes	\$15,000	9	Contribution towards the repair of the guttering + downpipes	Average condition	11-15 yrs
11	Distribution boards	\$1,200	6	Contribution towards the repair of the distribution boards	Average condition	11-15 yrs
12	Balustrades + handrails	\$8,000	8	Contribution towards the renewal of the balustrades + handrails	Average condition	7-10 yrs
13						
14	Other					
15	Internal painting + floor coverings	\$13,000	7	Contribution towards the renewal of the internal painting + floor coverings	Average condition	7-10 yrs
16						
17	Intercom + security doors	\$5,700	6	Allowance for the repair of the intercom + security doors	Average condition	7-10 yrs
18	Seal elevated walkways+ balconies	\$11,000	5	Allowance to seal elevated walkways+ balconies	Average condition	5-7 yrs
19	Outside					
20	Ext painting+ architectural features	\$24,000	10	Contribution towards the renewal of the ext painting+ architectural features	Average condition	7-10 yrs
21	Utility services, cabinets, conduits	\$2,300	3	Contribution towards the repair of the utility services, cabinets, conduits	Average condition	11-15 yrs
22	Fences + gates	\$2,400	9	Allowance for the repair of the fences + gates	Average condition	15-20 yrs
23	Driveway + pathways	\$12,000	6	Contribution towards the maintenance of the driveway + pathways	Average condition	7-10 yrs
24	Garden + reticulation	\$3,300	5	Contribution towards the renewal of the garden + reticulation	Average condition	5-7 yrs
25	Garbage bin area	\$800	4	Contribution towards the repair of the garbage bin area	Average condition	7-10 yrs
26	Trip slip hazards + stair nosings	\$1,500	1	Allowance for trip slip hazards + stair nosings	Average condition	
27	Stormwater pits + pipes	\$2,500	3	Contribution towards the maintenance of the stormwater pits + pipes	Average condition	7-10 yrs
28						
29	Brickwork + seal brick mortar	\$4,500	8	Contribution towards the repair of the brickwork + seal brick mortar	Average condition	7-10 yrs
30	Line marking + signage	\$1,700	4	Allowance for the renewal of the line marking + signage	Average condition	5-7 yrs
31	Mail boxes	\$800	4	Contribution towards the repair of the mail boxes	Average condition	7-10 yrs
	Total Estimate (rounded)	\$187,800				

* This means the year after the Plan is prepared.

PAYMENT PLAN	Recommended Annual Reserve Fund Payment Plan and verification of our Recommendations			Page 5
10 Year Plan for:	The Owners of Strata Plan 68637 - 46 Knutsford Street, Fremantle			Strata Plan: SP68637
Period covered by the Plan:	30 November 2025 to 30 November 2035			Plan prepared on: 18 March 2025

End of Year	Year Ending	Recom- mended Fund Payment	Annual % change in Fund Payment	Adjusted Fund Payment (increase/ decrease)	Fund Balance + Interest + Annual Payment	Costs in each year refer to the table above (page 3)	Fund Balance	Interest on the Fund Balance
A	B	C	D	E	F	G	H	I
					H+I+C		F-G	2.50%
							\$22,306	\$558
1	Nov-26	\$20,328			\$43,192	\$1,553	\$41,640	\$1,041
2	Nov-27	\$21,142	4.00%		\$63,822	\$3,107	\$60,716	\$1,518
3	Nov-28	\$21,987	4.00%		\$84,221	\$5,322	\$78,899	\$1,972
4	Nov-29	\$22,867	4.00%		\$103,738	\$6,197	\$97,542	\$2,439
5	Nov-30	\$23,781	4.00%		\$123,762	\$16,984	\$106,778	\$2,669
6	Nov-31	\$24,733	4.00%		\$134,180	\$27,999	\$106,181	\$2,655
7	Nov-32	\$25,722	4.00%		\$134,558	\$26,537	\$108,021	\$2,701
8	Nov-33	\$26,751	4.00%		\$137,472	\$17,776	\$119,696	\$2,992
9	Nov-34	\$27,821	4.00%		\$150,510	\$25,858	\$124,651	\$3,116
10	Nov-35	\$28,934	4.00%		\$156,702	\$136,661	\$20,040	\$501
11	Nov-36	\$30,091	4.00%		\$50,632		\$50,632	\$1,266

Note: some figures may be rounded

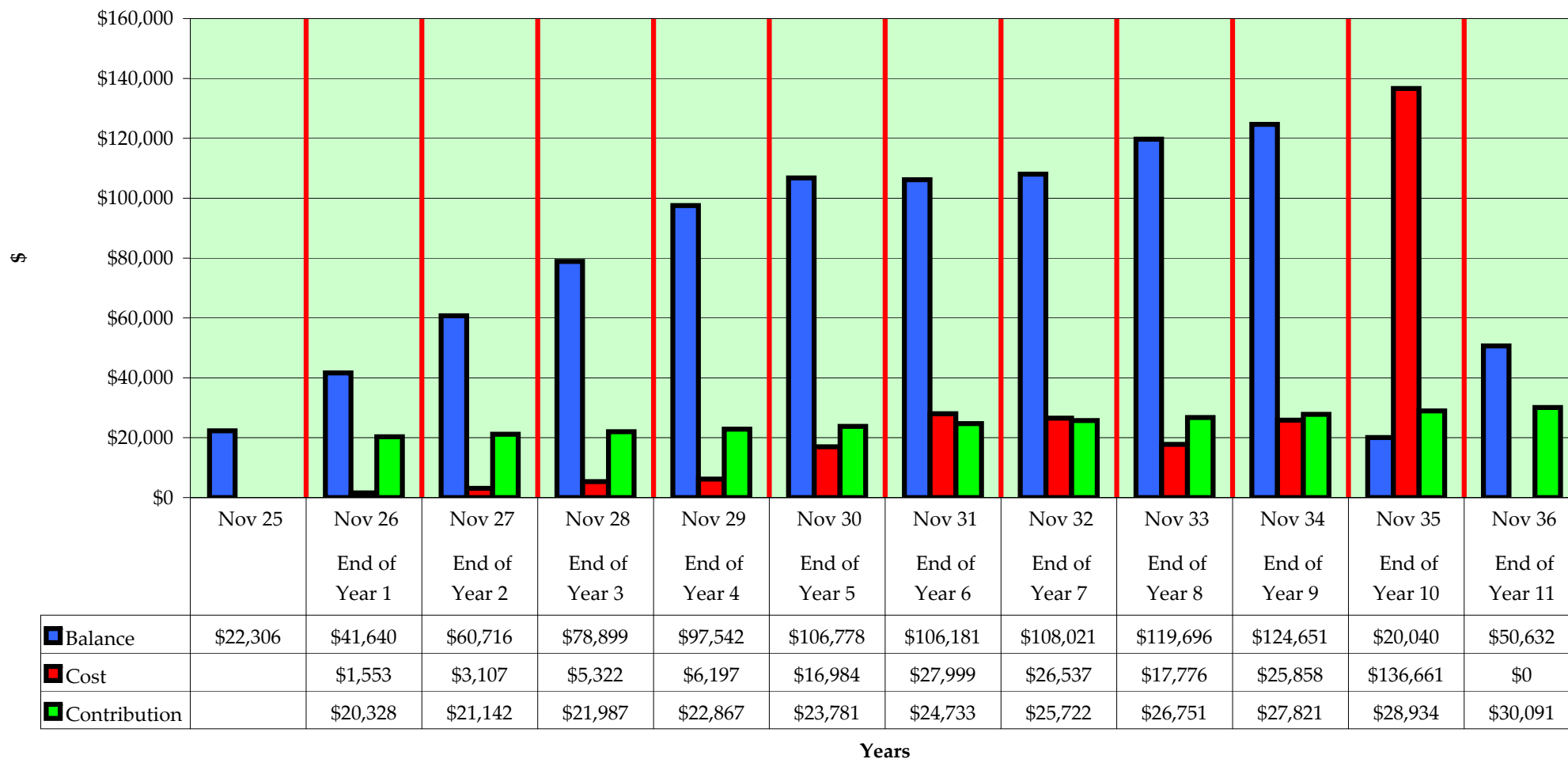
Assumptions		Our Recommendation of the Annual Sinking Fund Payments for the next 11 years is set out in the Table above. Column C (Recommended Sinking Fund Payment) may include Extra Costs Payments (positive adjustment) or reductions in the Recommended Sinking Fund Payment (negative adjustment) from Column E to ensure that the Sinking Fund Balance remains positive in each year. Column F includes the Sinking Fund Balance as at the end of the previous year plus any interest earned plus the Recommended Sinking Fund Payment for the current year. Column G sets out the Anticipated Expenses in each year. Column H is the Sinking Fund Balance which remains positive and proves our Recommendations are correct.
Base Annual Fund contribution for Capital Items	\$25,228	
Buffer (or adjustment to the base annual contribution)	-\$4,900	
Recommended Annual Fund Contribution (After Buffer)	\$20,328	
Current Annual Fund contribution (as instructed)	\$3,000	
Current Fund Balance (as instructed)	\$22,306	
Annual Fund Payment increase rate	4.00%	
Adopted Investment Rate after tax	2.50%	

RECOMMENDATION	First Year - Recommended Annual Reserve Fund Contributions for each Lot PER ANNUM			Page 6
10 Year Plan for:	The Owners of Strata Plan 68637 - 46 Knutsford Street, Fremantle		Strata Plan:	SP68637
Period covered by the Plan:	30 November 2025 to 30 November 2035		Plan prepared on:	18 March 2025

Rate per U/E	Lot No	Unit Entitlem.	1st Year Sinking Fund Payment PA
\$20.33	1	45	\$915
	2	45	\$915
	3	45	\$915
Total Unit Entitlement	4	45	\$915
	5	56	\$1,138
	6	55	\$1,118
1000	7	53	\$1,077
	8	53	\$1,077
	9	56	\$1,138
Recommended First Year Sinking Fund Contribution	10	55	\$1,118
	11	53	\$1,077
	12	55	\$1,118
	13	56	\$1,138
\$20,328	14	56	\$1,138
	15	56	\$1,138
	16	56	\$1,138
	17	40	\$813
	18	40	\$813
	19	40	\$813
	20	40	\$813
			\$20,328

GRAPH RESULTS			
10 Year Plan for:	The Owners of Strata Plan 68637 - 46 Knutsford Street, Fremantle		Strata Plan: SP68637
Period covered by the Plan:	30 November 2025 to 30 November 2035		Plan prepared on: 18 March 2025

10 Year Reserve Fund Plan



Balance Cost Contribution

Method of Assessment

The Method by which the estimated costs for the maintenance, repair, renewal or replacement of the identified Items as set out in the 10 Year Reserve Fund Plan were determined, is set out below. The assessments contained in this Plan have been calculated in accordance with the Strata Titles Act 1985 (WA) in particular, the Strata Company's responsibility to repair and maintain common property under s91, as well as prudent strata administration practices.

The recommended Contributions are calculated from an amalgam of cost estimates and a single figure is provided for practical purposes from within a range of values and a combination of a range of estimates. Areas have been calculated from our on-site measurements of the external parts of the building or the subject Strata Scheme. Building plans or building surveys should be provided if the Owners require more accurate areas.

I have relied upon published Building Costs Guides and my extensive experience in costs assessments to determine the costs of maintenance, repair, renewal, replacement or upgrading of the Covered Items and do not accept responsibility for any errors from the above providers of source data. The estimated cost in a future year is escalated from a today's cost to allow for the increase in building costs, and uncertainty and risk over time.

The easily accessible areas of the property are physically inspected at the time of our inspection, and the Covered Items requiring maintenance, repair, renewal or replacement are identified, and then an estimated cost within the likely range of cost for that item is made having regard to quotes, costings from Building Costs publications, and using my over 30 years experience as a Valuer, and specialising in strata matters and 10 year Reserve Fund Plans.

Additional comments

The property presents well and most items appear to be maintained. I have made allowances for sealing the balconies and any elevated exposed walkways to prevent water penetration and subsequent concrete spalling (cancer), stair nosings or non slip finishes for additional safety, more common property lighting (some of which can be as simple as solar lights), the garbage bin area, the electrical boards and utility services if needed, brickwork repairs and sealing brick mortar with Bondcrete if required, maintaining the fire services from a capital and not a recurrent basis, internal and external painting renewal, maintenance and repairs to the roof, and other Covered Items of a capital (not recurrent) nature, amongst other things.

Recommendation

I consider that the existing Reserve Fund balance is good, and the Current Contributions are not sufficient. Additional allowances should always be made for any unforeseen circumstances. I recommend that the Owners adopt as a minimum, the Contributions as shown.

Points of consideration

I have made the following allowances:

- in year 10, contribution towards the maintenance of the roof, if required.
- contribution towards the repair of the long term capital items (see page 12), if required.
- contribution towards the repair of the common prop. doors + windows in year 7.
- contribution towards the replacement of the common property lighting, if required.
- contribution towards the renewal of the fire safety services.
- contribution towards the repair of the security gate + motor in year 6, if required.
- in year 9, contribution towards the repair of the guttering + downpipes, if required.
- contribution towards the repair of the distribution boards in year 6.
- contribution towards the renewal of the balustrades + handrails, if required.
- in year 7, contribution towards the renewal of the internal painting + floor coverings, if required. In order to maintain a fresh appearance and provide ongoing protection.
- in year 6, allowance for the repair of the intercom + security doors.
- in year 5, allowance to seal elevated walkways+ balconies, if required.
- contribution towards the renewal of the ext painting+ architectural features in year 10, if required. If performed regularly, repainting will prevent excessive preparation costs in the future.
- contribution towards the repair of the utility services, cabinets, conduits in year 3.
- allowance for the repair of the fences + gates in year 9. Where appropriate, at 50% of the cost in accordance with the Fences legislation.
- contribution towards the maintenance of the driveway + pathways, if required.
- contribution towards the renewal of the garden + reticulation. The owners may wish to refresh and restore the landscaped areas.
- contribution towards the repair of the garbage bin area in year 4, if required.
- in year 1, allowance for trip slip hazards + stair nosings.
- in year 3, contribution towards the maintenance of the stormwater pits + pipes, if required.
- contribution towards the repair of the brickwork + seal brick mortar, if required.
- allowance for the renewal of the line marking + signage.
- contribution towards the repair of the mail boxes in year 4, if required.

Note that this Reserve Fund Plan is only an estimate of what items may reasonably require maintenance, repair, renewal, replacement or upgrade during the period covered by the Plan. There is no guarantee that a reasonable assessment of a future projection today may in fact come to pass. Additional items of capital repairs or replacement that are unforeseen at the time of preparing a Reserve Fund Plan may occur in the immediate future. This Reserve Fund Plan should be reviewed periodically to remove items that are no longer required and to add new items that are discovered. It is a Savings Plans not a Spending Plan.

Summary

The following annual Reserve Fund contributions are recommended at the dates shown below.

Year	Year Ending	Recommended Sinking Fund Payment (includes any Extra Costs payment)
1	Nov-26	\$20,328
2	Nov-27	\$21,142
3	Nov-28	\$21,987
4	Nov-29	\$22,867
5	Nov-30	\$23,781
6	Nov-31	\$24,733
7	Nov-32	\$25,722
8	Nov-33	\$26,751
9	Nov-34	\$27,821
10	Nov-35	\$28,934
11	Nov-36	\$30,091

For the recommended annual contribution for each Lot and for each year in the Plan see Annexure A.

Plan prepared by:



Wal Dobrow FAPI FRICS FREI REIV(Aust) CDP CPP FSSP

Director - Certified Practicing Valuer, Chartered Valuation Surveyor

Cert IV WHS, Asbestos qualifications, Past Accredited Practitioner (Fire Safety)



This 10 Year Reserve Fund Plan is for the use of the instructing party only and to assist the Owners in determining budgets and to satisfy the requirements of the Act and the Regulations, and for no other purpose. No responsibility is accepted to any third party who may use or rely on the whole or any part of the content of this Reserve Fund Plan. Neither the whole nor any part of this Plan or any reference thereto may be included in any published document, circular or statement or published in any way without my written approval of the form and context in which it may appear. The Plan may be utilised for relevant meetings, but not for litigation or other purposes.

A comprehensive Report including a 10 Year Plan should be commissioned if a party requires a Report for another purpose or for use in litigation matters. I reserve the right to review or withdraw my Plan at any time and for any reason. This Plan does not cover the structural condition of the property nor environmental contamination. This Plan does not identify or comment on the structural integrity (defect, pest or rot, etc), nor occupational or work health and safety, nor fire safety, nor council or building compliance in any respect (ie. flooding, cladding, building standards, etc) nor should it be construed as such.

The amounts shown on the Plan are a recommendation based upon my assessment of the likely expenditure on the Covered Items contained in the 10 Year Reserve Fund Plan, as requested by the instructing party on behalf of the Owners. The Owners are entitled to choose whatever Reserve Fund contributions they deem appropriate for their particular circumstances.

The Legislation

The Strata Titles Act 1985 was amended on 1 May 2020 and the Strata Titles (General) Regulations 2019 commenced operation on that date. The Act requires a Designated Strata Company to have a Reserve Fund and to prepare a 10 year plan, and be revised each 5 years.

A Designated Strata Company is defined as a strata company for a:

a. scheme with 10 or more lots, or b. scheme that has a scheme building replacement cost of more than \$5,000,000, or c. survey-strata scheme if the replacement cost of the improvements on the common property is more than \$5,000,000 (s100(7) Act; and Reg 79).

s100(2A) a Designated Strata Company must ensure (a) the 10 year plan sets out (i) the common property and personal property of the strata company anticipated to require maintenance, repair, renewal or replacement (non-routine nature) in the 10 year period; (ii) the related estimated costs; and (iii) other information required by the regulations (see Reg 77).

Section 100 of the Strata Titles Act 1985 states that any other strata company MAY establish a Reserve Fund, the purpose of which is to accumulate funds for contingent expenses of a non-routine nature and major expenses of the strata company likely to arise in the future.

Budget

The legislative purpose of a 10 Year Plan is to assist owners and a strata company in determining an appropriate annual budget for the reserve fund.

102. Budget (Strata Titles Act 1985)

(1) A strata company must prepare a budget for each financial year and submit it for approval to its annual general meeting.

(2) The budget must be prepared -

(a) taking into account, if applicable, the 10 year plan for the reserve fund; and

(b) in accordance with any requirements set out in the regulations and the scheme by-laws.

An approved budget may be varied by ordinary resolution.

I have called my Plan a Reserve Fund Plan because the 10 Year Plan is aimed at assisting owners to decide how much money to allocate to the Reserve Fund. Reg 77 sets out specific information that must be included in the 10 Year Plan, and without which, would not be a complying plan.

Decisions made by the Strata Company about the Plan

The Strata Company has instructed us to prepare the 10 year Plan on the following basis:

1. The Covered Items contained within the Plan are all of the items the Strata Company anticipates will require maintenance, repair, renewal or replacement in the period of the plan (Reg 77(1)(e)).
2. The Covered Items contained within the Plan includes all of the items of value that form part of the common property or the personal property of the Strata Company that, in the opinion of the Strata Company, should be included in the Plan having regard to the maintenance, repair, renewal or replacement that it is anticipated will be required in the period covered by the Plan (Reg 77(2)).
3. Reg 77(2) allows Items to be grouped together or listed separately, and the Strata Company considers the information contained in the Condition Report within the Plan as the appropriate information for each Covered Item in accordance with regulation 77(6) of the Regulations.

Typically the legislation allows the Owners the discretion to choose or confirm the list of Covered Items scheduled within the 10 year plan provided, as well as the discretion to augment the Condition Report within the Plan with further details if they choose. These additional details for any Covered Item in a Condition Report include the installation, construction or acquisition date, the present condition, working or operating state, the date of last inspection, details of any anticipated maintenance, repair, renewal or replacement costs and future dates required, if the Owners so choose. If the Owners choose not to provide any of the above information, this Reserve Fund Plan is a 10 Year Plan that still complies with the Strata Titles Act 1985 (WA) and the Strata Titles (General) Regulations 2019 (WA), and prudent strata administration and management practices.

When I prepare the 10 year Reserve Fund Plan, I already take into account the above details as best available, and the Owners may choose to add or amend the information provided within my issued Reserve Fund Plan. The benefit of this approach is the time saving for the Owners and the Strata Manager, as well as compliance with the legislation.

Covered Items

I refer to Covered Items as those items of a capital nature rather than a routine or recurrent nature that will likely require the type of expenditure set out in the legislation. These would also include the personal property of the scheme that should be included within the 10 year Plan. The Owners may choose to add additional items and their estimate of the costs to repair, maintain, renew or replace those items. The additional items may include cladding rectification, building defects, the construction of improvements upon the common property such as a new pergola, garbage bin enclosure, landscaping upgrading, additional car parking and the like.

Condition Report

My 10 year Reserve Fund Plan includes a Condition Report which sets out a visual assessment of the current condition of each item scheduled within the Plan, the expected lifespan once the item has been maintained, repaired, renewed, replaced or upgraded, as well as the method and any assumptions used to determine the estimated costs in order to comply with the legislation.

Long Term Capital Items

My Long Term Capital Items comprises two broad components. (1) minor and small items that would not warrant a separate inclusion on the Plan ie hinges, glass window rollers or glass door rollers, seals, locks and similar fittings; and (2) contingency and larger long term items such as an allowance for improved fire services, or fire rating between Sole Occupancy Units, if needed, (BCA or National Construction Code term) or, if the property may require upgrading, or future structural improvements, ie additional roof work, retaining walls, underground piping, that would be beyond the 10 year plan but contributed as a user pays approach in the 10 years contained within the Plan. These items are typically reflected as an amount ranging between \$500 and \$750 per Lot, and on a more simplistic straight-line approach, it is \$50 to \$75 per lot pa for the 10 year Plan.

Compliance with the Legislation

In weighing up the above approach and analysis of the legislation, my Reserve Fund Plan complies with each relevant aspect of the Strata Titles Act 1985 (WA) and the Strata Titles (General) Regulations 2019 (WA).

General background comments

The following comments and observations do not form part of the Plan and are only provided to assist the Owners.

Explanation of a Reserve Fund Plan

Primarily the purpose of a Reserve Fund Plan is to determine the most practical and cost effective annual contribution for the Reserve Fund budget, and which covers the anticipated costs for the maintenance, repair, renewal, replacement or the upgrade of items of value that form part of the common property of the scheme and the personal property of the Body Corporate for the 10 year period that the Plan covers, including a reserve allowance for costs beyond the 10 years of the Plan.

Practical approach

My recommended contributions takes into account any of the 'Covered Items' required by the legislation applying to the Body Corporate as well any other relevant common property advised to me, including personal property of a scheme, for example, lawnmowers, vehicles, computers, gardening or maintenance equipment and signage.

Benefit of a well prepared Reserve Fund Plan

The benefit of this strata legislation is that Owners now know the extent of their common property assets, and the amount of money that should be budgeted to cover the cost of properly maintaining, repairing, renewing, replacing or upgrading items primarily of a capital nature, rather than those costs and items of a routine nature.

My 10 year Reserve Fund Plan smooths out the cash flow lumps, and provides practical and useful recommended annual contributions for your Reserve Fund.

A properly prepared and implemented Reserve Fund Plan creates a form of 'forced savings plan' on a 'user pays basis' for the scheme that avoids or minimises irregular and unexpected special levies, and provides a pool of funds immediately available for the Body Corporate to meet their legislative obligations to repair and maintain the common property.

10 Year Reserve Fund Plan v Maintenance or Servicing Plans

A Maintenance or Servicing Plan is generally different to a 10 Year Reserve Fund Plan required under the Act, and will tend to schedule the cost of items such as the renewal of painting or waterproofing of the balconies or elevated walkways and stairs that will need be needed after so much scheduled use. An analogy of a Maintenance Plan is getting your car tuned after so many kilometres or months of use. A Maintenance Plan is no different to the current circumstance for a Scheme where large special levies are typically imposed upon Owners in a scheme as a result of poor financial planning. For example, a Maintenance Plan for painting may have no money required for years 1 to 4, and then have a large amount in year 5, and then nothing for each of the following years, and that is all a Maintenance Plan provides.

A scheme that relies upon Servicing or Maintenance Plans only is left with lumps of money required in various years, whereas a properly prepared 10 Year Plan will consider the Reserve Fund balance and make adjustments for reasonable and practical annual Reserve Fund contributions.

Contractors and consultants

Typically low rise multi-storey residential (sometimes a mixed use with retail or commercial uses) may have consultants and contractors that provide maintenance servicing, testing, repairs and similar for common property services such as fire protection (hydrant tanks, pumps, piping, detection, alarm systems), external painting, roofing experts, landscaping and garden, waterproofing (balconies and elevated walkways), stormwater drainage, plumbing, electrical, structural engineering, and the like. Each of these servicing companies may be able to provide maintenance or servicing plans with more detailed estimates of the capital cost of maintaining, repairing, renewing or replacing common property items that are not of a routine nature, and these plans assist with informing some figures within a Reserve Fund Plan. In the absence of these figures being provided or easily available, I make an allowance towards these likely costs.

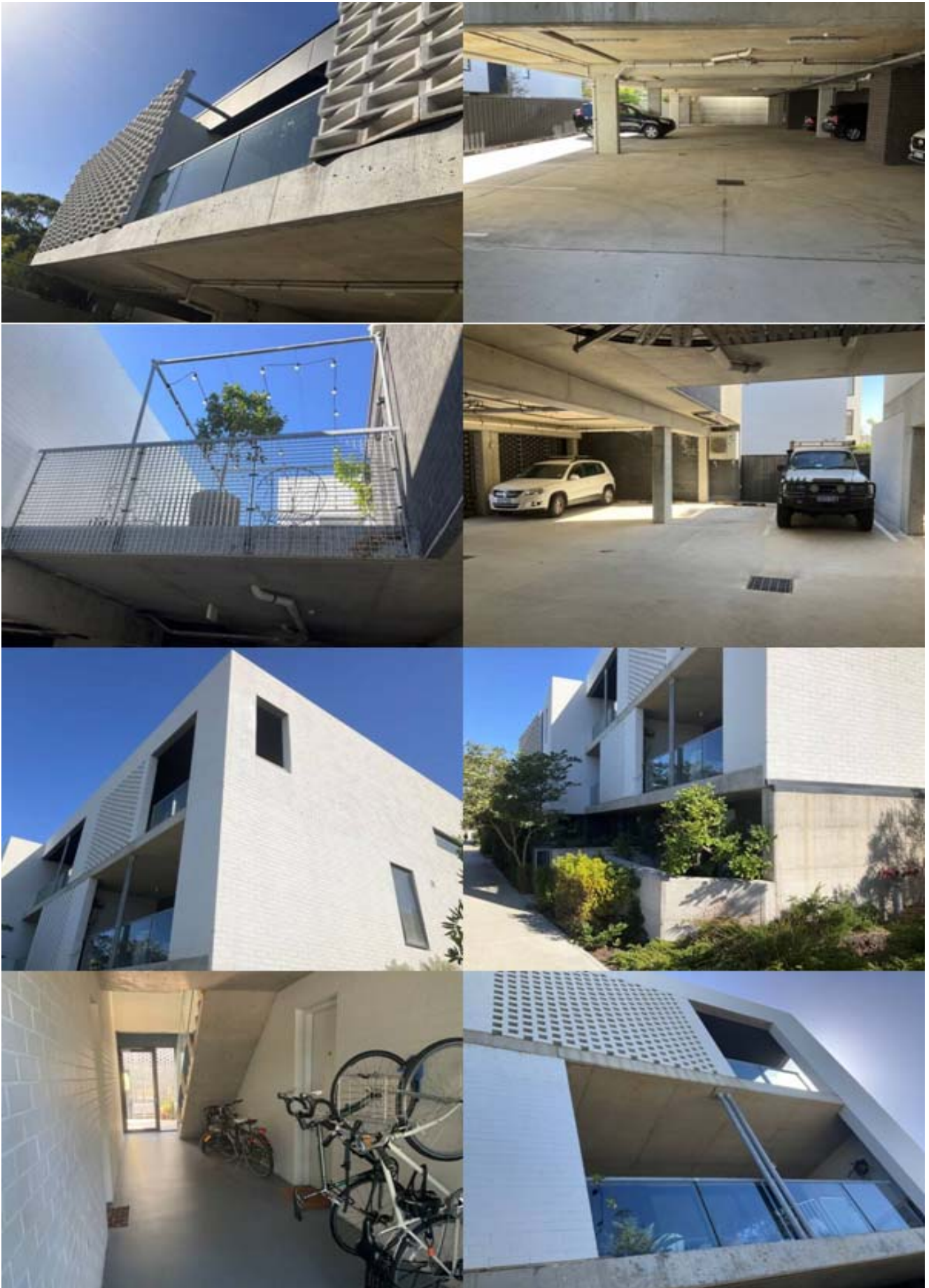
In addition, some schemes may have engaged engineers or fire or building consultants to make comment upon building defects or external combustible cladding, fire upgrading, and similar costs. All of these costs need to be allowed for in the budget. It really is impractical to have a building consultant inspect the property and list a series of items that need work carried out upon them, provide a cost estimate and then walk away. This sort of advice and situation leaves the Owners in exactly the same position they were in prior to the introduction of the strata reform legislation. That is, the Owners are still left with special levies when large items have not been allowed for nor saved for in earlier years leading up to a major cost.

In contrast to the above, my 10 year Reserve Fund Plan is a practical budgeting tool that provides a savings plan approach that ensures that there is sufficient money in the Reserve Fund to pay for the estimated contingent costs to maintain, repair, renew, replace or upgrade each anticipated Covered Item that complies with the legislation.

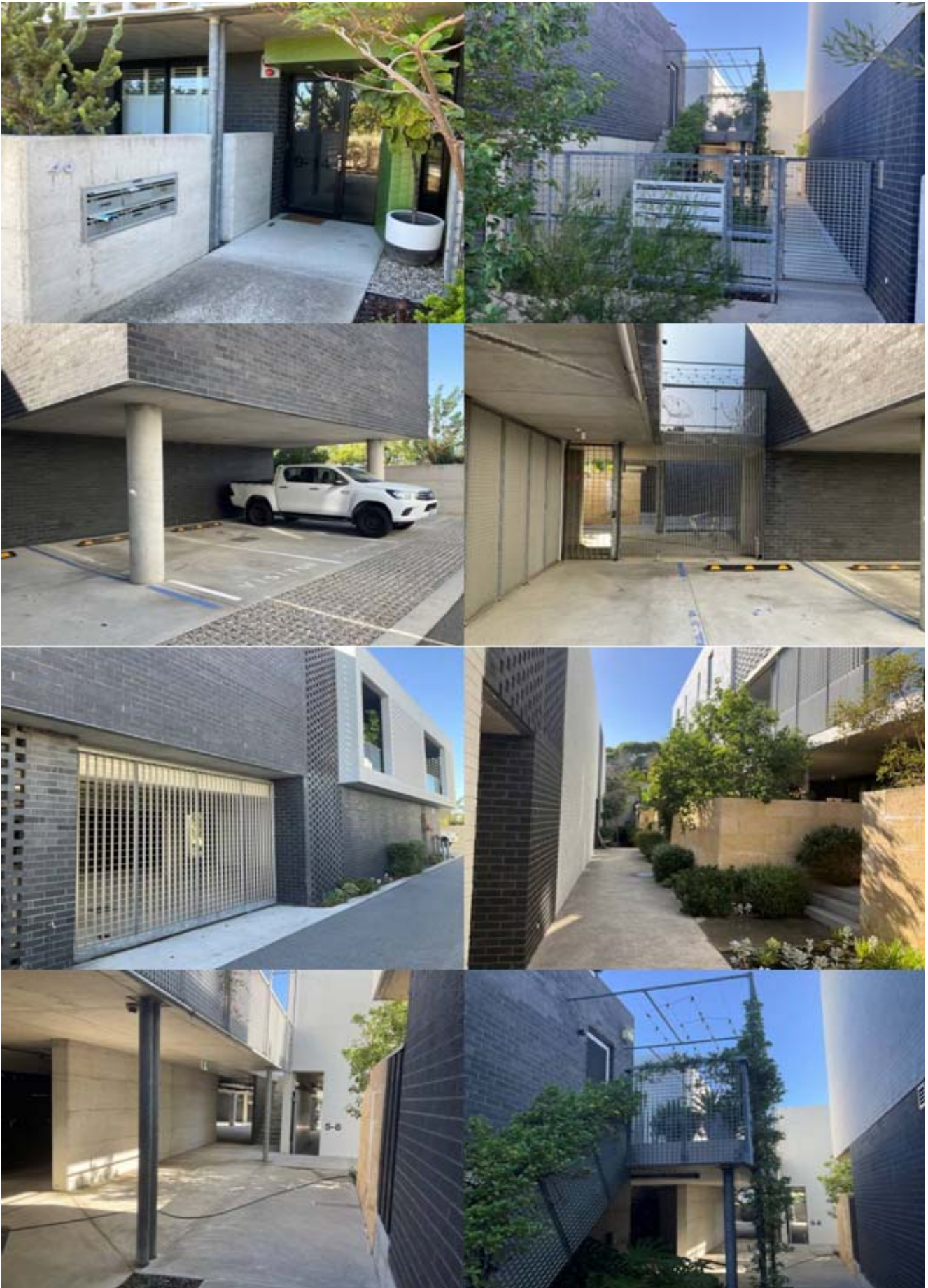
COVID-19 effect on construction costs

There has been a **significant effect upon construction costs** throughout the world in general and upon the Australian market for building materials in particular. The key increases are timber and the flow on effect to steel framing and other products. There has been a consumption explosion due to people staying at home, the Australian government incentives for construction, labour shortages at timber mills due to stay at home orders, resource destruction (Australian bushfires caused a 40% loss of east coast timber in one year, Californian fires have had a similar effect, and Europe timber supply has been affected by the bark beetle), and coupled with the worldwide shipping crisis with significant increases in costs (400% in the USA), amongst other things.

Photographs



Photographs



Photographs



ANNEXURE A		Annual Individual Lot Contributions over the 10 Year Reserve Fund Plan									
10 Year Plan for:		The Owners of Strata Plan 68637 - 46 Knutsford Street, Fremantle								Strata Plan:	SP68637
Period covered by the Plan:		30 November 2025 to 30 November 2035								Prepared:	18 March 2025

Figures may be rounded		End of Year 1	End of Year 2	End of Year 3	End of Year 4	End of Year 5	End of Year 6	End of Year 7	End of Year 8	End of Year 9	End of Year 10	End of Year 11
Lot No	Unit Ent.	Nov-26	Nov-27	Nov-28	Nov-29	Nov-30	Nov-31	Nov-32	Nov-33	Nov-34	Nov-35	Nov-36
1	45	\$915	\$951	\$989	\$1,029	\$1,070	\$1,113	\$1,157	\$1,204	\$1,252	\$1,302	\$1,354
2	45	\$915	\$951	\$989	\$1,029	\$1,070	\$1,113	\$1,157	\$1,204	\$1,252	\$1,302	\$1,354
3	45	\$915	\$951	\$989	\$1,029	\$1,070	\$1,113	\$1,157	\$1,204	\$1,252	\$1,302	\$1,354
4	45	\$915	\$951	\$989	\$1,029	\$1,070	\$1,113	\$1,157	\$1,204	\$1,252	\$1,302	\$1,354
5	56	\$1,138	\$1,184	\$1,231	\$1,281	\$1,332	\$1,385	\$1,440	\$1,498	\$1,558	\$1,620	\$1,685
6	55	\$1,118	\$1,163	\$1,209	\$1,258	\$1,308	\$1,360	\$1,415	\$1,471	\$1,530	\$1,591	\$1,655
7	53	\$1,077	\$1,121	\$1,165	\$1,212	\$1,260	\$1,311	\$1,363	\$1,418	\$1,475	\$1,534	\$1,595
8	53	\$1,077	\$1,121	\$1,165	\$1,212	\$1,260	\$1,311	\$1,363	\$1,418	\$1,475	\$1,534	\$1,595
9	56	\$1,138	\$1,184	\$1,231	\$1,281	\$1,332	\$1,385	\$1,440	\$1,498	\$1,558	\$1,620	\$1,685
10	55	\$1,118	\$1,163	\$1,209	\$1,258	\$1,308	\$1,360	\$1,415	\$1,471	\$1,530	\$1,591	\$1,655
11	53	\$1,077	\$1,121	\$1,165	\$1,212	\$1,260	\$1,311	\$1,363	\$1,418	\$1,475	\$1,534	\$1,595
12	55	\$1,118	\$1,163	\$1,209	\$1,258	\$1,308	\$1,360	\$1,415	\$1,471	\$1,530	\$1,591	\$1,655
13	56	\$1,138	\$1,184	\$1,231	\$1,281	\$1,332	\$1,385	\$1,440	\$1,498	\$1,558	\$1,620	\$1,685
14	56	\$1,138	\$1,184	\$1,231	\$1,281	\$1,332	\$1,385	\$1,440	\$1,498	\$1,558	\$1,620	\$1,685
15	56	\$1,138	\$1,184	\$1,231	\$1,281	\$1,332	\$1,385	\$1,440	\$1,498	\$1,558	\$1,620	\$1,685
16	56	\$1,138	\$1,184	\$1,231	\$1,281	\$1,332	\$1,385	\$1,440	\$1,498	\$1,558	\$1,620	\$1,685
17	40	\$813	\$846	\$879	\$915	\$951	\$989	\$1,029	\$1,070	\$1,113	\$1,157	\$1,204
18	40	\$813	\$846	\$879	\$915	\$951	\$989	\$1,029	\$1,070	\$1,113	\$1,157	\$1,204
19	40	\$813	\$846	\$879	\$915	\$951	\$989	\$1,029	\$1,070	\$1,113	\$1,157	\$1,204
20	40	\$813	\$846	\$879	\$915	\$951	\$989	\$1,029	\$1,070	\$1,113	\$1,157	\$1,204
1000		\$20,328	\$21,142	\$21,987	\$22,867	\$23,781	\$24,733	\$25,722	\$26,751	\$27,821	\$28,934	\$30,091

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