

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/as White House Property Partners - Triennial No. RA78004		
Address	ABN: 633 983 285 ACN: 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: ADDRESS PROVIDED TO THE 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	G28/3 AIRLIE STREET		
Suburb	CLAREMONT	State	WA
		Postcode	6010
Lot	23	Deposited / Survey / Strata / Diagram / Plan	82199
		Whole / Part Vol	4051
		Folio	768

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, DISHWASHER

GST WITHHOLDING

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

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

--	--	--	--

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

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PROPERTY PARTNERS

CONDITIONS

1. SUBJECT TO FINANCE

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

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

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

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

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

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

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

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

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

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

1.4 Finance Approval: Approval Notice Given

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

- (a) Finance Approval has been obtained; or
(b) an Approval Notice has been given to the Seller or Seller Agent;

then this Clause 1 is satisfied and this Contract is in full force and effect.

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

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

1.6 Buyer Must Keep Seller Informed: Evidence

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

1.7 Right To Terminate

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

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

1.8 Waiver

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

1.9 Definitions

In this Clause:

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

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

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

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

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

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

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

Latest Time means:

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

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

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

Non Approval Notice means:

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

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

SPECIAL CONDITIONS

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

2. THE BUYER/S ARE AWARE THERE IS A NOTIFICATION ON THE TITLE - SEE DOCUMENT P606313

3. THE BUYER/S ARE AWARE THE WASHER AND DRYER, TV IN LOUNGE ROOM AND MAIN BEDROOM ARE INCLUDED IN THE SALE.

4. THE BUYER/S ARE AWARE AND ACCEPT PETS ARE PERMITTED WITH PRIOR WRITTEN CONSENT FROM THE STRATA COMPANY. SEE SCHEME BY LAWS P968106, BY LAW 73, PAGE 26.

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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. CERTIFICATE OF TITLE

ANNEXURE A

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

RECEIPT OF DOCUMENTS

The Seller acknowledges receipt of the following documents:

1. This offer and acceptance	2. 2022 General Conditions
3. CERTIFICATE OF TITLE	

ANNEXURE A

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

CONVEYANCER (Legal Practitioner/Settlement Agent)

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

	BUYER'S REPRESENTATIVE	SELLER'S REPRESENTATIVE
Name	TO BE ADVISED	TO BE ADVISED
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
G28/3 AIRLIE STREET, CLAREMONT WA 6010

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

1. **Swimming Pool/Spa**
~~a) the swimming pool/spa mechanical and electrical plant and equipment will be in good working order;~~
~~b) the pool/spa safety barriers will comply with the requirements of all Authorities; and~~
~~c) the Buyer will not be required to undertake any works to the pool/spa safety barriers.~~
2. **Smoke Alarms**
a) the Property will meet the requirements of the deemed-to-satisfy provisions concerning smoke alarms or smoke hazard management under the Building Code applicable at the time of installation; and
b) each smoke alarm necessary to meet those requirements was installed less than 10 years before the Settlement Date; and
c) each smoke alarm referred to in paragraph (b) is or will be in working order; and
d) if a smoke alarm referred to in paragraph (b) was, at the time of its installation, required to be connected to the mains power supply to meet those requirements -
 (i) the alarm is permanently connected to the mains power supply; or
 (ii) if, in relation to the alarm, the use of the battery powered smoke alarm has been approved by the local government authority, the alarm has a 10 year battery life that cannot be removed.
3. **Residual Current Devices**
* Delete either 3(a) or 3(b)
a) (i) at least two Residual Current Devices (RCDs) are installed to the residential premises.
 (ii) the RCDs protect all power point and lighting final subcircuits to comply with the Electricity Regulations 1947 ("the Regulations"); **OR**
~~b) the Seller has received an exemption from Energy Safety (see attached). The exemption has been granted because the residential premises do not have a switchboard or the switchboard does not accommodate two RCDs and an inspector (under the Regulations) has provided a written notice that it is impractical to install two RCDs, but the Seller has installed one RCD to the residential premises.~~
c) residential premises means premises that constitute or are intended to constitute a place of residence at the Property.

Buyer

Seller

Date

Date

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

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

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

Buyer

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Seller

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Precontractual Disclosure Statement to the Buyer

Part A | General Information about strata titles schemes

What you need to know

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

Instruction for the seller

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

Information for the buyer

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

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

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

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

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

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

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

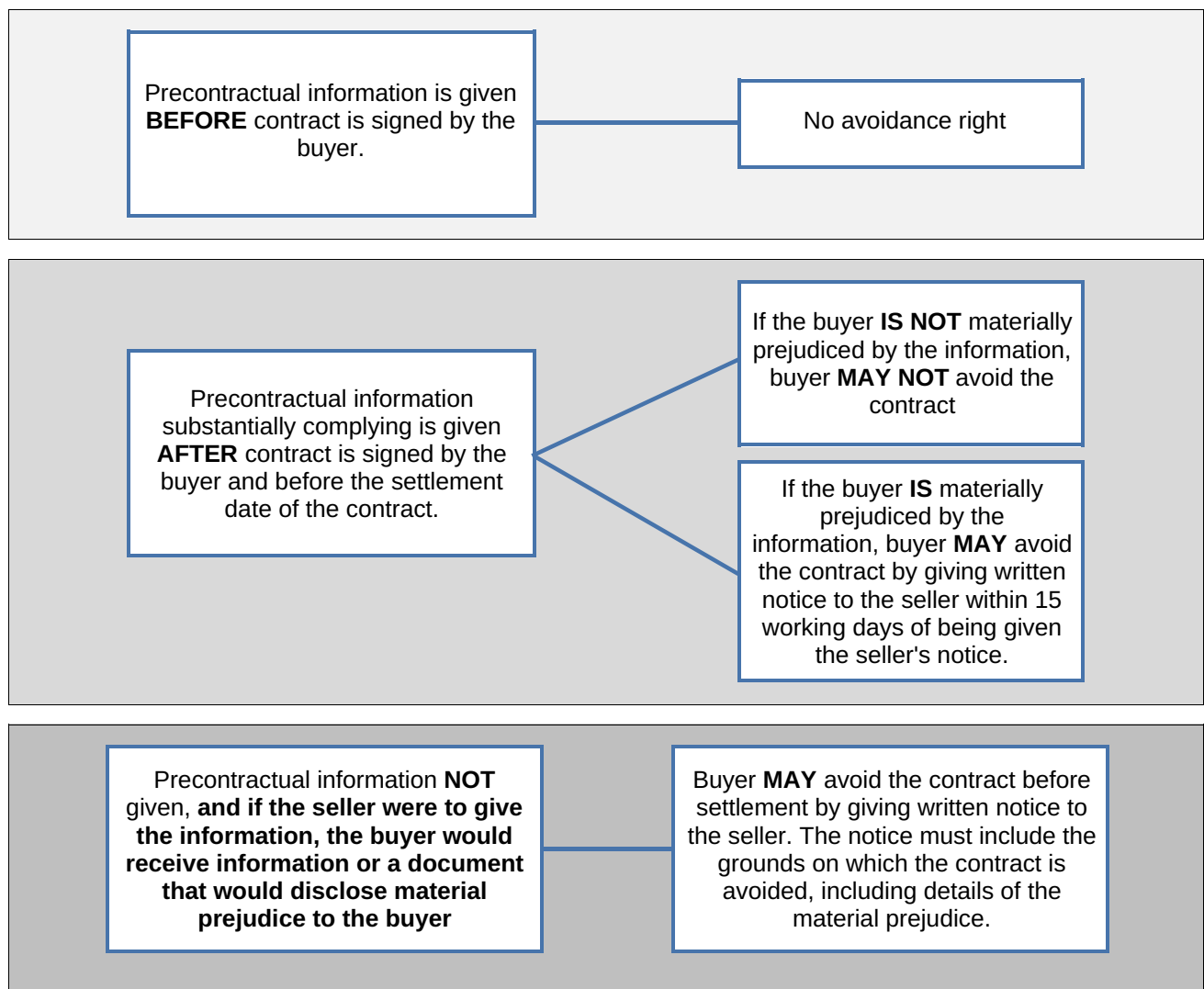
A buyer may consider seeking more information about the lot, the strata company and the strata / survey-strata scheme by asking the seller to provide it, or by making an application to the strata company for more information under section 107 of the Act.

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

Buyer's avoidance rights

Avoidance rights for failure to give precontractual information to the buyer

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



Avoidance rights for notifiable variations

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

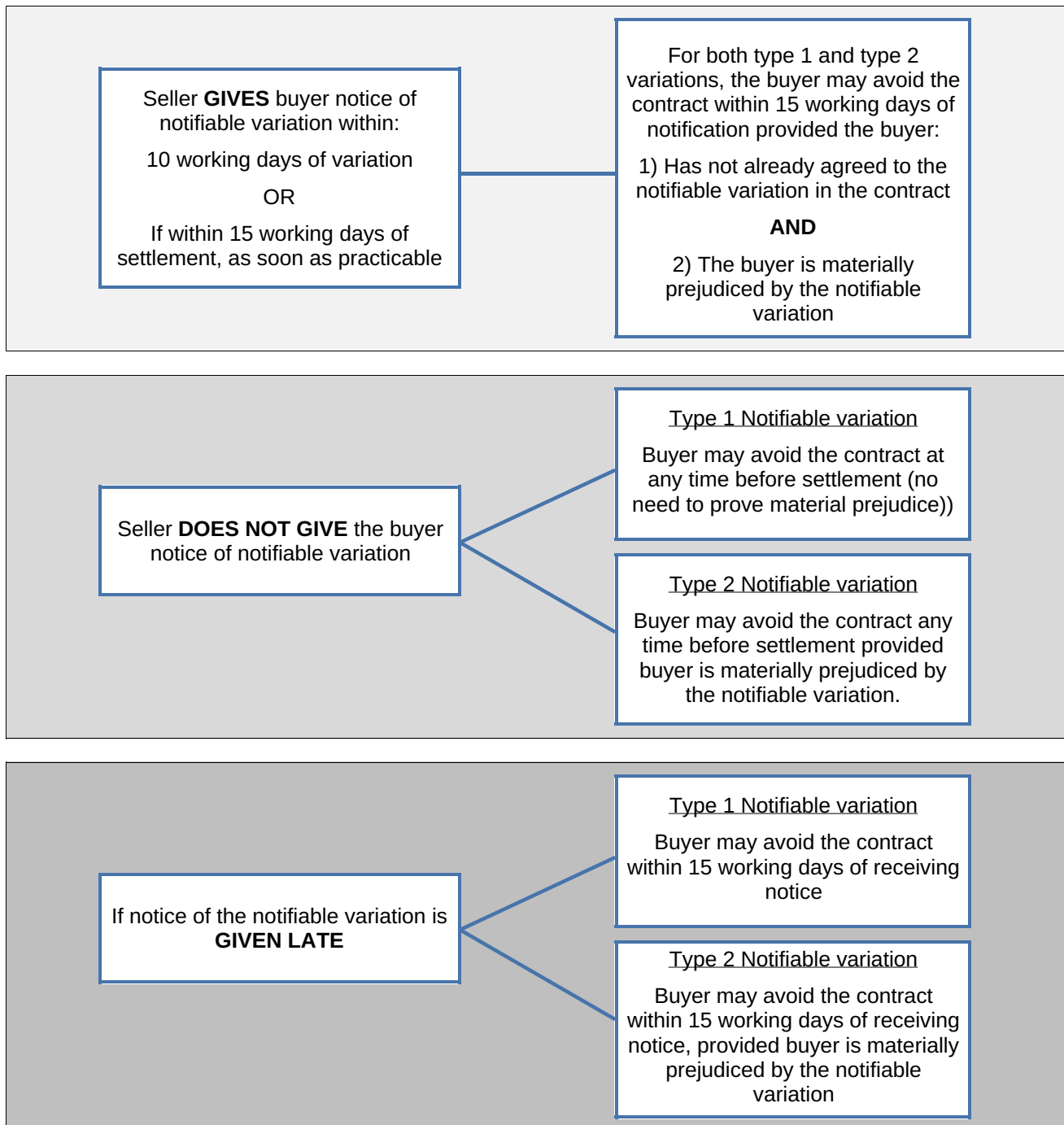
Type 1 and Type 2 notifiable variations are as follows:

Type 1 Notifiable Variation	Type 2 Notifiable Variation
• 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.	• 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- (i) enters into a contract for the provision of services or amenities to the strata company or to members of the strata company or a contract that is otherwise likely to affect the rights of the buyer; OR (ii) varies an existing contract of that kind in a way that is likely to affect the rights of the buyer • The current/proposed scheme by-laws are modified. • A lease, licence, right or privilege over the common property in the strata titles scheme is granted or varied. • Any other event classified by the regulations as a type 2 notifiable variation.

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

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

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



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

Buyer's right to postpone settlement

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

Disputes about avoidance rights to be heard in the State Administrative Tribunal

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

Precontractual Disclosure Statement to the Buyer

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

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

Personal information

The seller(s)

Name _____

Address _____

Telephone/mobile _____ Email PROVIDED TO AGENT _____

Name _____

Address _____

Telephone/mobile _____ Email PROVIDED TO AGENT _____

Scheme Information

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

Scheme Details

Scheme name THE GROVE RESIDENCES

Name of the strata company THE OWNERS OF THE GROVE RESIDENCES

Address for service of the strata company (taken from scheme notice) 1/1050 HAY STREET, WEST PERTH, WA 6005

Name of Strata Manager OAKFIELD EXPERTS IN STRATA

Address of Strata Manager 1/1050 Hay Street, West Perth WA 6005

Telephone/Mobile 08 6355 5225

Email admin@oakfield.com.au

The status of the scheme is:

- ☐ proposed
- ☒ registered

The scheme type is:

- ☒ strata
- ☐ survey-strata

The tenure type is

- ☒ freehold
- ☐ leasehold

For leasehold only:

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

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

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). Y

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

A copy of the scheme by-laws Y

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 Y

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) Y

☐ 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 Y

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

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

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

Additional comments: _____

Termination proposal

Has the seller received a copy of any notice from the strata company in relation to any current termination proposal for the scheme?

☒ no ☐ yes N/A

If yes, attach a copy.

Lot information (choose all that apply)

Att.

☒ This lot is on a registered scheme plan

☐ This lot has not yet been created

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

Street address of the lot (if known)

G28/3 AIRLIE STREET, CLAREMONT, WA 6010

Lot 23 on scheme plan no. 82199

(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 N/A

* 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 P968106

Y

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

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

☒ Contributions that have been determined within the previous 12 months

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

	Actual (\$)	OR	Estimated (\$) 12 months after the proposed settlement date
Administrative fund:	<u>\$1,081.34</u>		<u> </u>
Reserve fund:	<u>\$72.92</u>		<u> </u>
Other levy (attach details)	<u> </u>		<u> </u>

☒ Actual ☐ Estimated total contribution for the lot \$

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

Due dates \$1,272.96 on 05/09/2025 \$1,154.26 on 01/03/2026

\$1,154.26 on 01/12/2025 \$1,154.26 on 01/06/2026

Strata levy/contributions/other debts owing

If the seller has a debt owed to the strata company, the total amount owing is \$ NIL

If the seller has a debt owed to a utility company, the total amount owing is \$ NIL

Details of who is owed, how the debt arose, date on which it arose and the amount outstanding is attached.

N/A

Additional comments: N/A

Scheme developer specific information

Information specific to the sale of a strata lot - only to be **completed if the seller of the lot is a scheme developer**

Att.

The scheme developer is defined as:

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

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

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

Statement of estimated income and expenditure

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

N/A

Additional comments: _____

Agreements for amenity or service

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

☐ no ☐ yes

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

N/A

Additional comments: _____

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

Are there any current or proposed leases, licences, right of exclusive use and enjoyment, restricted right of use and enjoyment, or special privilege over common property?

☐ no ☐ yes

If yes, attach details including terms and conditions.

N/A

Additional comments: _____

Section 79 Disclosure of remuneration and other benefits

Has the scheme developer and/or their associate received or reasonably expects to receive remuneration or other benefit 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?

☐ no ☐ yes

Is there any other direct or indirect pecuniary interest the scheme developer and/or their associate has in the contract, lease or licence other than as a member of the strata company?

☐ no ☐ yes

If yes, attach details of any remuneration, other benefit and/or pecuniary interest disclosed in accordance with s.79 of the Act, including its value.

N/A

Additional comments: _____

Acknowledgement by seller and buyer

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

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

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

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

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

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 _____

¹ Select one.

WESTERN



AUSTRALIA

TITLE NUMBER

Volume

4051

Folio

768

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 23 ON STRATA PLAN 82199

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

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

(T Q002428) REGISTERED 24/5/2024

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

1. INTERESTS NOTIFIED ON THE STRATA PLAN AND ANY AMENDMENTS TO LOTS OR COMMON PROPERTY NOTIFIED THEREON BY VIRTUE OF THE PROVISIONS OF THE STRATA TITLES ACT OF 1985 AS AMENDED.
2. **P606313** NOTIFICATION CONTAINS FACTORS AFFECTING THE WITHIN LAND. LODGED 29/6/2023.

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: SP82199
PREVIOUS TITLE: 4037-990
PROPERTY STREET ADDRESS: **APARTMENT G28 3 AIRLIE ST, CLAREMONT.**
LOCAL GOVERNMENT AUTHORITY: TOWN OF CLAREMONT





Plan Information

Tenure Type

Freehold

Plan Type

Strata Plan

Plan Purpose

Subdivision

Plan Heading

Lots 1-7, 9-32, 34-48, 50, 52-66, 68-84, 86-104, 106-117, 119-125, 127, 129-137, 139-141, 143-161, 164-177, 180-192, 194-215, 217-222, 224-226, 231-236, 238-241, 243-254, 256-257, 260 & Common Property

Strata Scheme Details

Scheme Name

The Grove Residences

Lodgement of scheme by-laws

YES

Parcel Address

1-3 Airlie Street, Claremont, WA, 6010

Locality and Local Government

Locality

Claremont

Local Government

Town Of Claremont

Plan Examined

Examined

Date

14-May-2024

Planning Approval

Planning Approve Required

Reference

Delegated under S. 16 P&D Act 2005

Date

In Order For Dealings

Subject To

Application to Register Strata Titles Scheme, Lodgement of Scheme by-laws, Sec 195 of the LAA, Sec 195 & 196 of the LAA.

For Registrar of Titles

Date

14-May-2024

Plan Approved

Inspector of Plans and Surveys

Date

14.5.2024

Registered

Application

P68104

14.5.2024

Date

14.5.2024

Registrar of Titles

Seal

Survey Details

Field Record

163398

Declared as Special Survey Area

NO

Survey Certificate - Regulation 54

I, NICHOLAS KAITSE hereby certify that this plan is accurate and is correct representation of the -
(a) survey, and
(b) calculations from measurements recorded in the field records, undertaken for the purposes of this plan and that it complies with the relevant written law(s) in relation to which it is lodged.

2024.05.10 08:47:41+0800

Licensed Surveyor

Date

Plan Information

Tenure Type

Freehold

Plan Type

Strata Plan

Plan Purpose

Subdivision

Plan Heading

Lots 1-7, 9-32, 34-48, 50, 52-66, 68-84, 86-104, 106-117, 119-125, 127, 129-137, 139-141, 143-161, 164-177, 180-192, 194-215, 217-222, 224-226, 231-236, 238-241, 243-254, 256-257, 260 & Common Property

Strata Scheme Details

Scheme Name

The Grove Residences

Lodgement of scheme by-laws

YES

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1-3 Airlie Street, Claremont, WA, 6010

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Locality

Claremont

Local Government

Town Of Claremont

Plan Examined

Examined

Date

14-May-2024

Planning Approval

Planning Approve Required

Reference

Delegated under S. 16 P&D Act 2005

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Date

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Registered

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P68104

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(b) calculations from measurements recorded in the field records, undertaken for the purposes of this plan and that it complies with the relevant written law(s) in relation to which it is lodged.

2024.05.10 08:47:41+0800

Licensed Surveyor

Date

Survey Organisation

Name

Land Surveys

Address

P O BOX 746, Belmont 6064

Phone

94774477

Fax

94774499

Email

projects@landsurveys.net.au

Reference

2000790

Amendments

Version

2

Amendments

Carbay 117 changed to 127 and Store room 117 divided to 117 & 127

Authorised By

N. Kaitse

Date

11/04/24 09/05/24

Version

3

Amendments

Replacement

Authorised By

N. Kaitse

Date

Former Tenure

New Lot / Land

1-7, 9-32, 34-48, 50, 52-66, 68-84, 86-104, 106-117, 119-125, 127, 129-137, 139-141, 143-161, 164-177, 180-192, 194-215, 217-222, 224-226, 231-236, 238-241, 243-254, 256-257, 260

Parent Plan Number

DP 419808

Parent Lot Number

550

Title Reference

4037 / 990

Subject Land Description

New Interests

Subject

Purpose

EASEMENT

Statutory Reference

SECTION 195 OF THE LAA

Origin

DOC P688108

Land Burdened

COMMON PROPERTY

Benefit To

TOWN OF CLAREMONT

Comments

WASTE MANAGEMENT REFER TO SHEET 5 FOR HEIGHT LIMITS

Subject

Purpose

EASEMENT

Statutory Reference

SECTION 195 & 196 OF THE LAA

Origin

DOC P688107

Land Burdened

COMMON PROPERTY

Benefit To

TOWN OF CLAREMONT AND THE PUBLIC AT LARGE

Comments

ACCESS PUBLIC OPEN SPACE REFER TO SHEET 6 FOR HEIGHT LIMITS

ADDITIONAL SHEETS

SHEET

1

OF

21

VERSION NUMBER

3

STRATA PLAN

82199



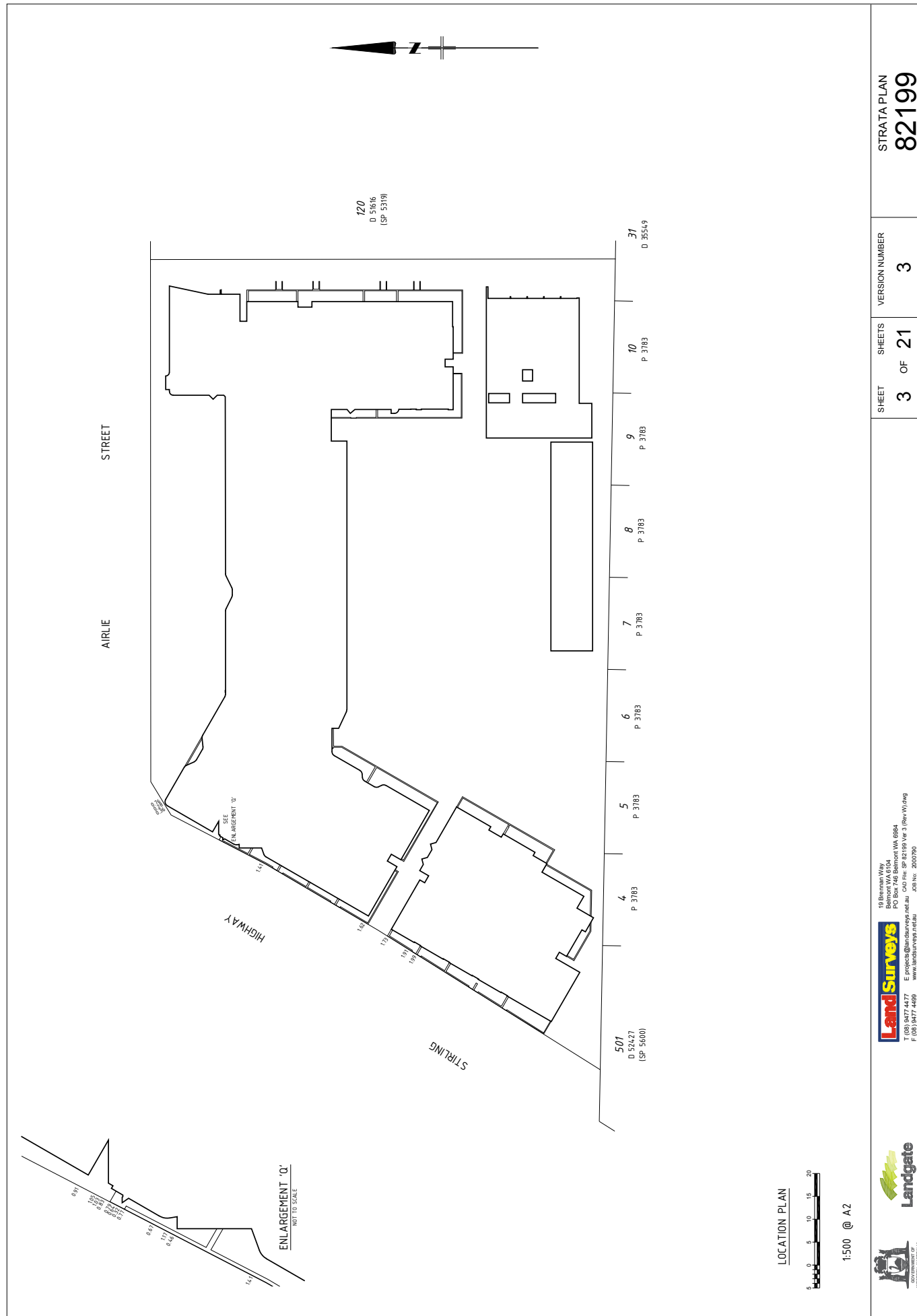
19 Brennan Way
Belmont WA 6104
PO Box 1000 Belmont WA 6104
E enquiries@landgate.wa.gov.au CAD File: SP 82199 Ver 3 (Rev V) dwg
T (08) 9477 4497 F (08) 9477 4499 www.landgate.wa.gov.au JOB No: 2000790

Lot	Total Area	Floor	Sheet
1	127	UG B UG	4,6
2	246	UG B UG	4,6
3	214	UG LG UG	5,6
4	190	UG LG UG	5,6
5	264	UG B UG	4,5,6
6	181	UG LG UG	5,6
7	234	UG LG UG	5,6
8	110	UG LG UG	5,6
9	109	UG LG UG	5,6
10	119	UG B UG	4,6
11	110	UG B UG	4,6
12	106	UG B UG	4,6
13	106	UG B UG	4,6
14	106	UG B UG	4,6
15	112	UG B UG	4,6
16	151	UG B UG	4,6
17	146	UG B UG	4,6
18	190	UG B UG	4,6
19	190	UG B UG	4,6
20	181	UG B UG	4,6
21	234	UG B UG	4,6
22	117	UG B UG	4,6
23	225	UG B UG	4,6
24	216	UG B UG	4,6
25	121	UG B UG	4,6
26	101	1 B B	4,7
27	198	1 B 1	4,7
28	187	1 LG UG	5,7
29	159	1 LG UG	5,7
30	193	1 LG UG	5,7
31	148	1 LG UG	5,7
32	189	1 LG UG	5,7
33	94	1 LG UG	5,7
34	94	1 LG UG	5,7
35	94	1 LG UG	5,7
36	113	1 B B	4,7
37	97	1 B 1	4,7
38	98	1 B 1	4,7
39	54	1 B 1	4,7
40	100	1 B 1	4,7
41	178	1 B 1	4,7
42	152	1 B 1	4,7
43	59	1 B 1	4,7
44	153	1 B 1	4,7
45	150	1 B 1	4,7
46	150	1 B 1	4,7
47	147	1 B 1	4,7
48	353	1 B 1	4,7
49	351	1 B 1	4,7
50	100	1 B 1	4,7
51	169	1 B 1	4,7
52	100	1 B 1	4,7
53	169	1 B 1	4,7
54	175	1 B LG	4,5,7
55	105	1 B 1	4,7
56	156	1 B 1	4,7
57	151	1 B 1	4,7
58	151	1 B 1	4,7
59	103	1 B B	4,8
60	114	2 B B	4,8
61	199	2 B 2	4,8
62	184	2 LG UG	5,8
63	160	2 LG UG	5,8
64	192	2 LG UG	5,8
65	147	2 LG UG	5,8
66	190	2 LG UG	5,8
67	54	2 LG UG	5,8
68	54	2 LG UG	5,8
69	54	2 LG UG	5,8
70	113	2 B B	4,8
71	59	2 B B	4,8

Lot	Total Area	Floor	Sheet
72	111	2 B 2	4,8
73	94	2 B 2	4,8
74	101	2 B 2	4,8
75	179	2 B 2	4,8
76	151	2 B 2	4,8
77	99	2 B 2	4,8
78	153	2 B 2	4,8
79	153	2 B 2	4,8
80	150	2 B 2	4,8
81	151	2 B 2	4,8
82	152	2 B 2	4,8
83	149	2 B 2	4,8
84	388	2 B 2	4,8
85	155	2 B 2	4,8
86	155	2 B 2	4,8
87	195	2 B 2	4,8
88	100	2 B 2	4,8
89	169	2 B 2	4,8
90	172	2 B 2	4,8
91	105	2 B B	4,8
92	155	2 B 2	4,8
93	151	2 B 2	4,8
94	151	2 B 2	4,8
95	151	2 B B	4,8
96	151	2 B B	4,8
97	105	2 B B	4,8
98	105	3 B B	4,9
99	195	3 B 3	4,9
100	181	3 LG UG	5,9
101	158	3 LG UG	5,9
102	203	3 LG UG	5,9
103	149	3 LG UG	5,9
104	193	3 LG UG	5,9
105	96	3 LG UG	5,9
106	96	3 LG UG	5,9
107	96	3 LG UG	5,9
108	114	3 B B	4,9
109	99	3 B B	4,9
110	99	3 B 3	4,9
111	96	3 B 3	4,9
112	101	3 B 3	4,9
113	178	3 B 3	4,9
114	150	3 B 3	4,9
115	99	3 B 3	4,9
116	154	3 B B	4,9
117	273	3 LG 3	5,9
118	152	3 LG UG	5,9
119	152	3 LG UG	5,9
120	152	3 LG 3	5,9
121	148	3 LG 3	5,9
122	418	3 B 3	4,9
123	155	3 LG 3	5,9
124	195	3 LG 3	5,9
125	259	3 LG 3	5,9
127	277	3 LG 3	5,9
129	155	3 LG 3	5,9
130	154	3 LG 3	5,9
131	151	3 B 3	4,9
132	151	3 B 3	4,9
133	152	3 LG 1	5,7,9
134	101	3 LG UG	5,9
135	99	4 LG UG	5,10
136	199	4 B 1	4,10
137	318	4 LG UG	5,10
139	194	4 LG UG	5,10
140	234	4 LG UG	5,10
141	293	4 LG UG	5,10
143	113	4 LG UG	5,10
144	96	4 B LG	4,5,10

Lot	Total Area	Floor	Sheet
145	97	4 B 4	4,10
146	94	4 B 4	4,10
147	114	4 B 4	4,10
148	174	4 B 4	4,10
149	148	4 B 4	4,10
150	98	4 B 4	4,10
151	262	4 B 4	4,10
152	257	4 B 4	4,10
153	221	4 B 4	4,10
154	263	4 B 4	4,10
155	312	4 B B	4,10
156	290	4 B B	4,10
157	326	4 B 4	4,10
158	101	5 B 5	4,11
159	198	5 B 5	4,11
160	210	5 B 5	4,11
161	298	5 B 5	4,11
164	178	5 B 5	4,11
165	150	5 LG 5	5,11
166	99	5 B 5	4,11
167	230	5 B 5	4,11
168	206	5 B B	4,11
169	217	5 B B	4,11
170	211	5 B B	4,11
171	246	5 B B	4,11
172	248	5 B B	4,11
173	249	5 B 5	4,11
174	101	6 B LG	4,5,12
175	199	6 B 6	4,12
176	200	6 B 6	4,12
177	286	6 B 6	4,12
178	178	6 B 6	4,12
181	150	6 LG 6	5,12
182	112	6 B 6	4,12
183	243	6 B 6	4,12
184	215	6 B B	4,12
185	214	6 LG UG	5,6,12
186	212	6 B B	4,12
187	249	6 B B	4,12
188	251	6 B B	4,12
189	253	6 B 6	4,12
190	320	7 LG 2	5,8,13
191	346	7 LG UG	5,13
192	358	7 LG 3	5,9,13
194	215	7 B B	4,13
195	227	7 B B	4,13
196	211	7 B B	4,13
197	250	7 B B	4,13
198	239	7 LG UG	5,13
199	233	7 LG 4	5,10,13
200	256	8 LG UG	5,14
201	230	8 LG 3	5,9,14
202	246	8 B LG	4,5,14
203	243	8 B B	4,14
204	202	8 LG UG	5,14
205	227	8 LG UG	5,14
206	213	8 LG UG	5,14
207	278	8 LG UG	5,14
208	238	8 LG UG	5,14
209	238	8 B B	4,14
210	251	9 B B	4,15
211	229	9 B B	4,15
212	244	9 B B	4,15
213	247	9 B LG	4,5,15
214	258	9 LG UG	5,15
215	355	9 LG UG	5,15

Lot	Total Area	Floor	Sheet
217	298	9 LG LG	5,15
218	256	9 LG UG	5,6,15
219	238	9 B B	4,15
220	253	10 B B	4,15
221	309	10 B B	4,15
222	363	10 B B	4,15
224	252	10 B B	4,15
225	330	10 B B	4,15
226	250	10 B LG	4,5,16
227	250	11 B B	4,17
228	310	11 B UG	4,6,17
229	368	11 B B	4,17
231	496	11 B B	4,17
232	348	11 B B	4,17
233	242	11 B B	4,17
234	251	12 B B	4,18
235	312	12 LG LG	5,18
236	359	12 LG LG	5,18
238	255	12 LG B	4,5,18
239	272	13 LG B	4,19
240	319	13 LG B	4,19
241	374	13 LG LG	5,19
243	243	13 LG LG	5,19
244	385	14 LG B	4,20
245	349	14 LG B	4,20
246	395	15 LG B	4,21
247	376	15 LG B	4,21
248	313	LG LG	5
249	94	UG LG	5,6
250	174	UG LG	5,6
251	147	UG LG	5,6
252	423	UG LG LG	5,6
253	299	10 LG LG	5,16
254	258	10 LG B	4,18
256	477	14 LG B	4,20
257	546	15 LG B	4,21
260	307	11 LG B	4,17

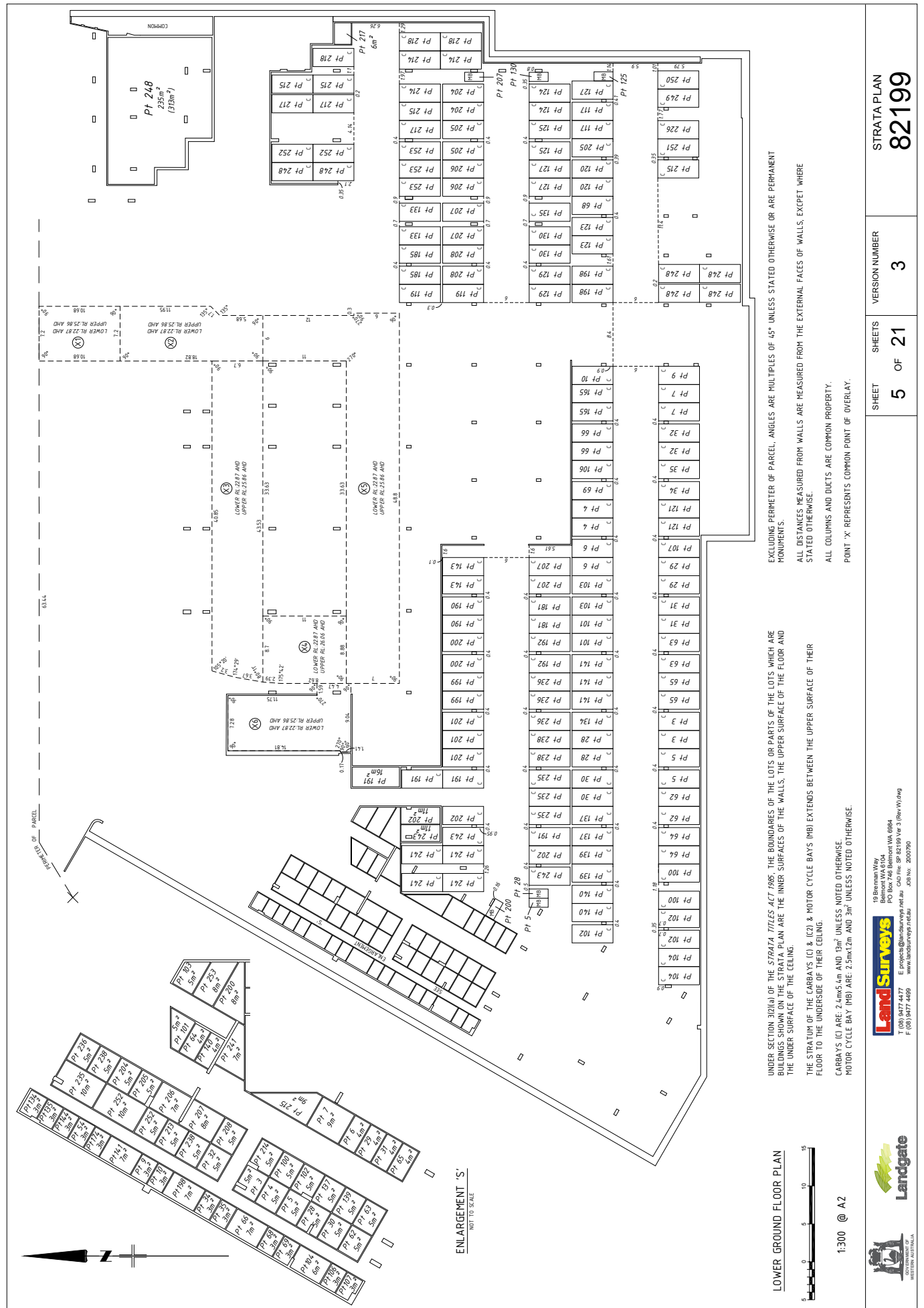


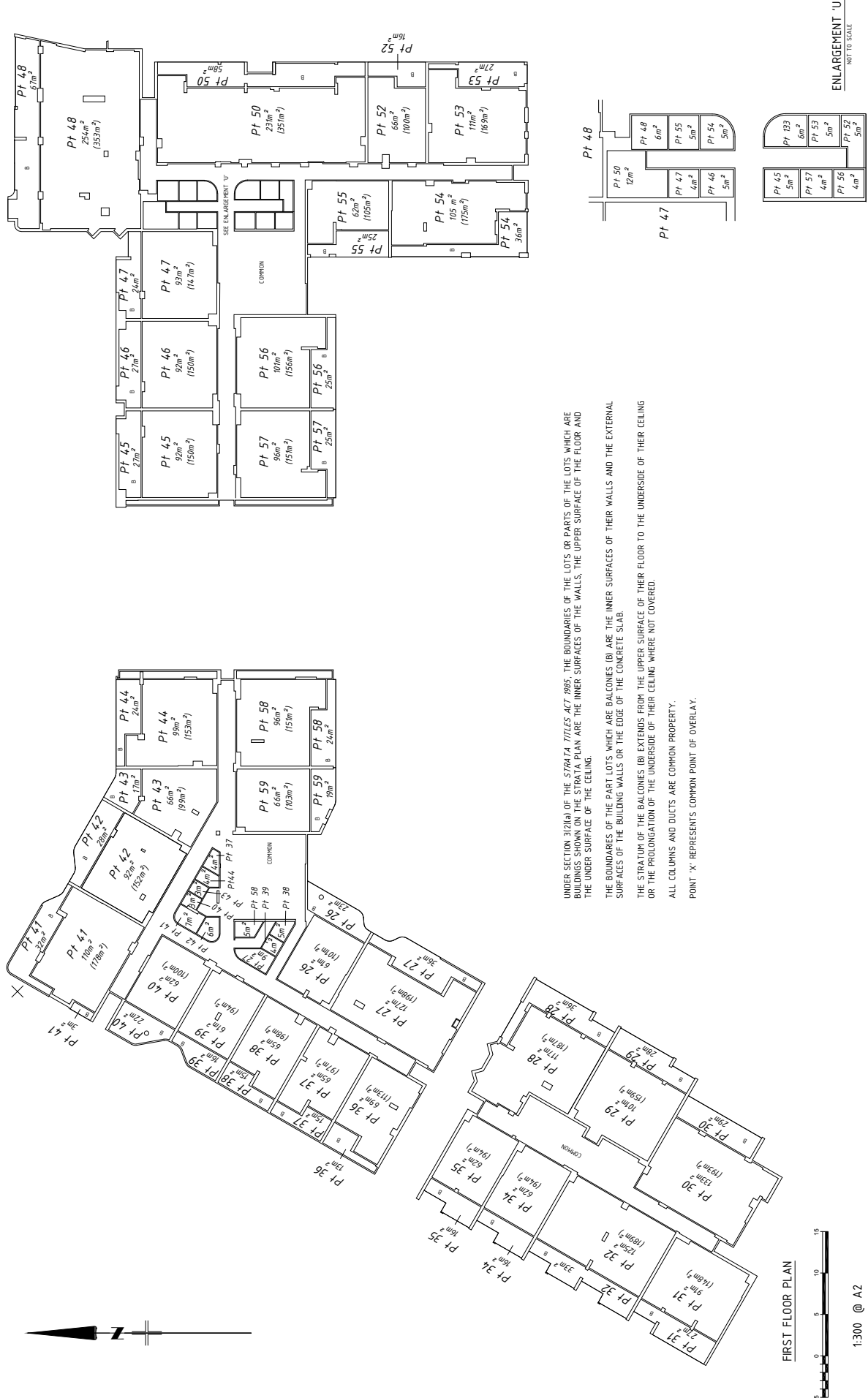
STRATA PLAN
82199

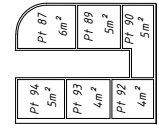
VERSION NUMBER
3

SHEET
3 OF 21



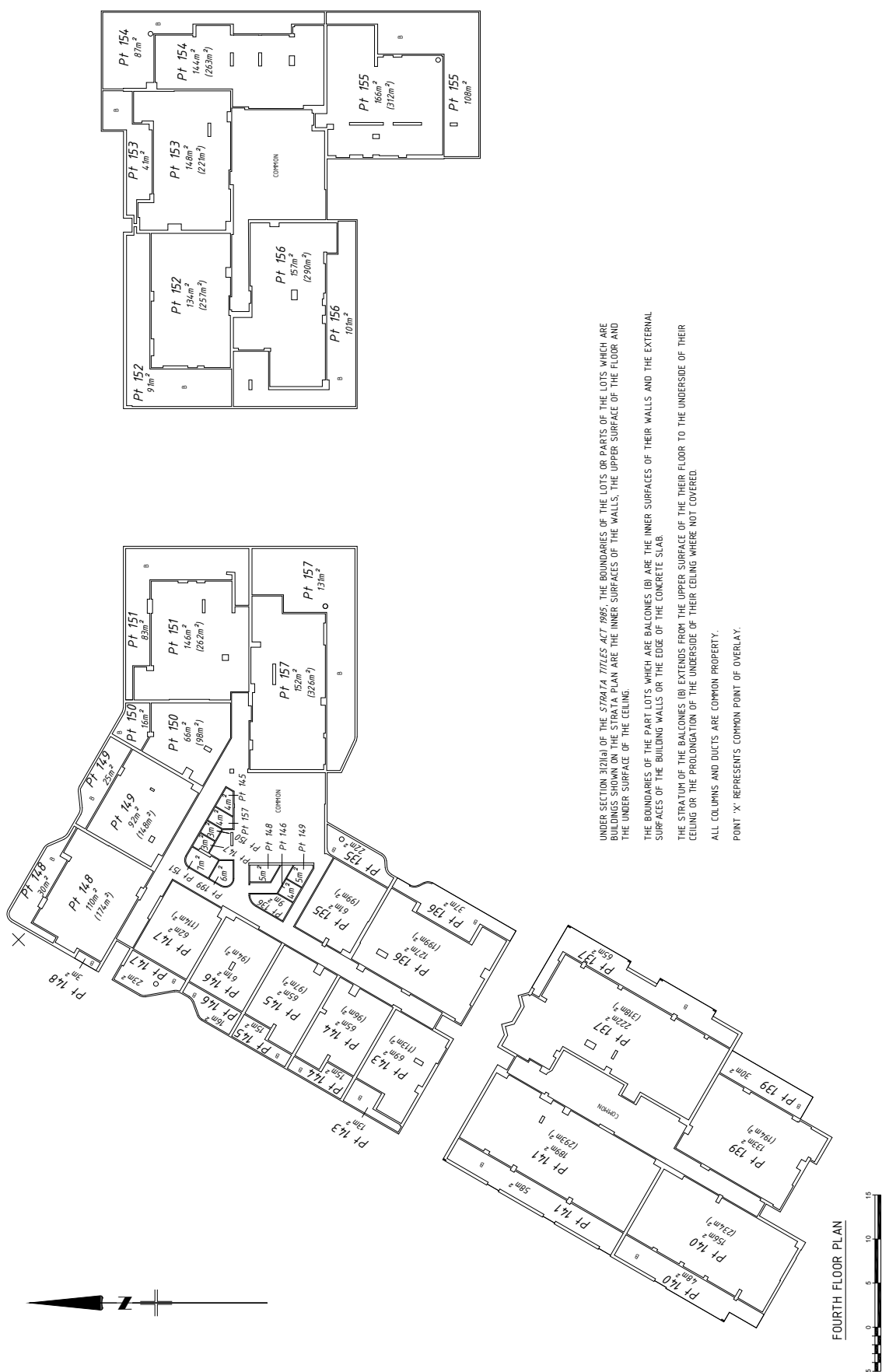


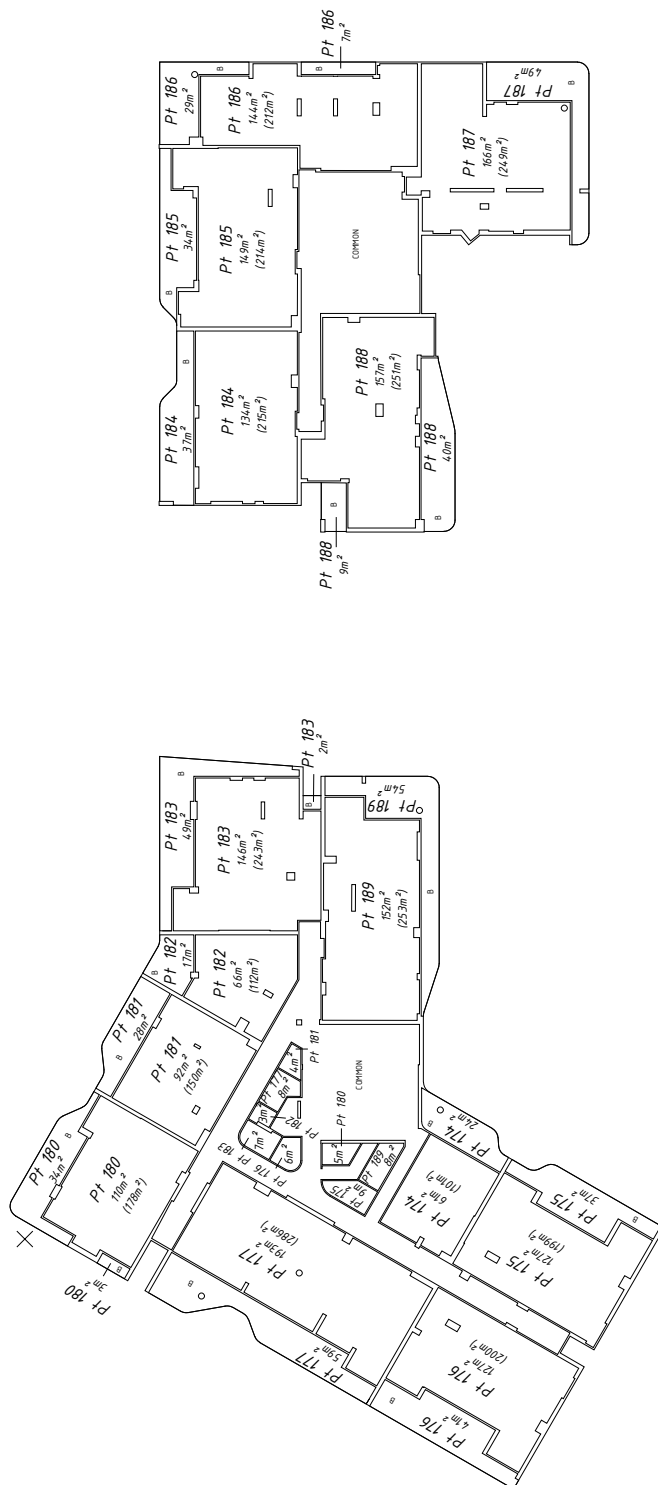




POINT 'X' REPRESENTS COMMON POINT OF OVERLAY.

1:300 @ A2





SIXTH FLOOR PLAN

1:300 @ A2



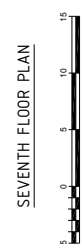
Land Surveys
19 Briarcliff Way
Belmont WA 6104
PO Box 746 Belmont WA 6984
E: projects@landsurveys.net.au
T: (08) 9477 4477
F: (08) 9477 4499
www.landsurveys.net.au
CAD File: SP2199 Ver 3 (Rev W).dwg
JOB No: 2000790

STRATA PLAN
82199

VERSION NUMBER

3

SHEET 12 OF 21 SHEETS



POINT 'X' REPRESENTS COMMON POINT OF OVERLAY.



GOVERNMENT OF
WESTERN AUSTRALIA

Land Surveys
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Belmont WA 6104
PO Box 746 Belmont WA 6984
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F (08) 9477 4499

SHEET 13 OF 21	SHEETS	VERSION NUMBER 3	STRATA PLAN 82199
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POINT 'X' REPRESENTS COMMON POINT OF OVERLAY.

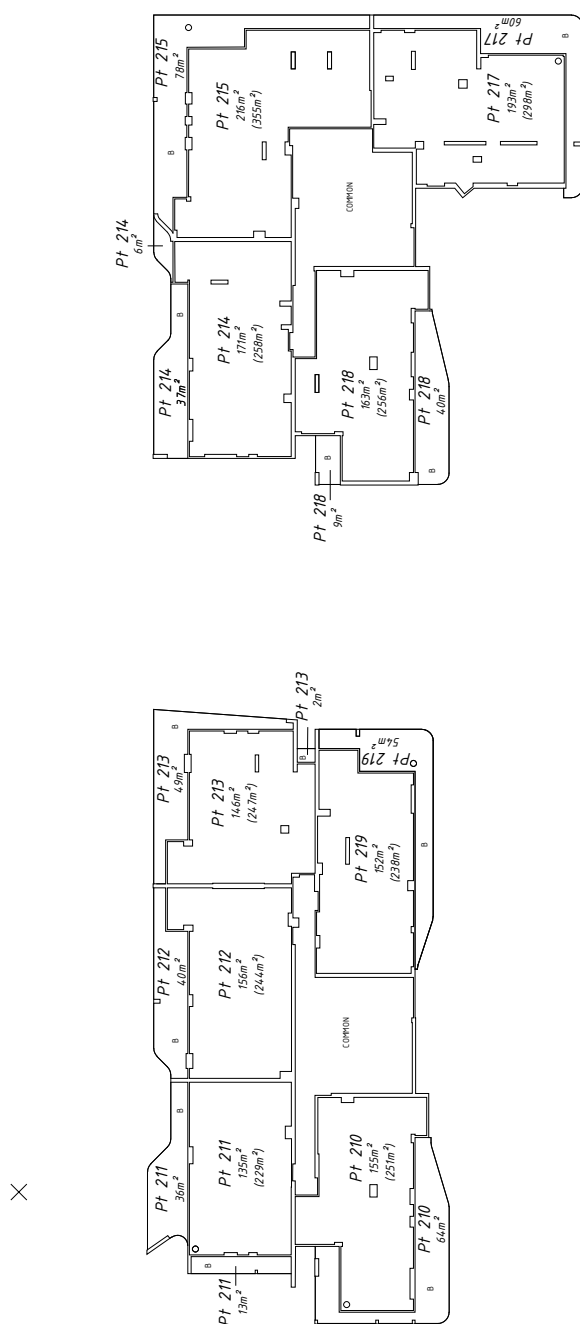
A vertical scale bar with markings at 5, 0, 5, 10, and 15.

1:300 @ A2



Land Surveys
19 Brennan Way
Belmont WA 6104
PO Box 746 Belmont WA 6984
CAD File: SP 82199 Ver 3 (Rev W) .dwg
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T (08) 9477 4477
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JOB No. 2007790

SHEET	SHEETS	VERSION NUMBER	STRATA PLAN
14	OF 21	3	82199



UNDER SECTION 312(a) OF THE STRATA TITLES ACT 1985, 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.

THE BOUNDARIES OF THE PART LOTS WHICH ARE BALCONIES (B) ARE THE INNER SURFACES OF THEIR WALLS AND THE EXTERNAL SURFACES OF THE BUILDING WALLS OR THE EDGE OF THE CONCRETE SLAB.

THE STRATUM OF THE BALCONIES (B) EXTENDS FROM THE UPPER SURFACE OF THE THEIR FLOOR TO THE UNDERSIDE OF THEIR CEILING OR THE PROLONGATION OF THE UNDERSIDE OF THEIR CEILING WHERE NOT COVERED.

ALL COLUMNS AND DUCTS ARE COMMON PROPERTY.

POINT 'X' REPRESENTS COMMON POINT OF OVERLAY.

NINTH FLOOR PLAN



1:300 @ A2



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19 Bierman Way
Belmont WA 6104
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C/O File: SP 82189 Ver 3 (Rev W).dwg
JOB No: 2000790

STRATA PLAN
82199

VERSION NUMBER

SHEET 15 OF 21 SHEETS





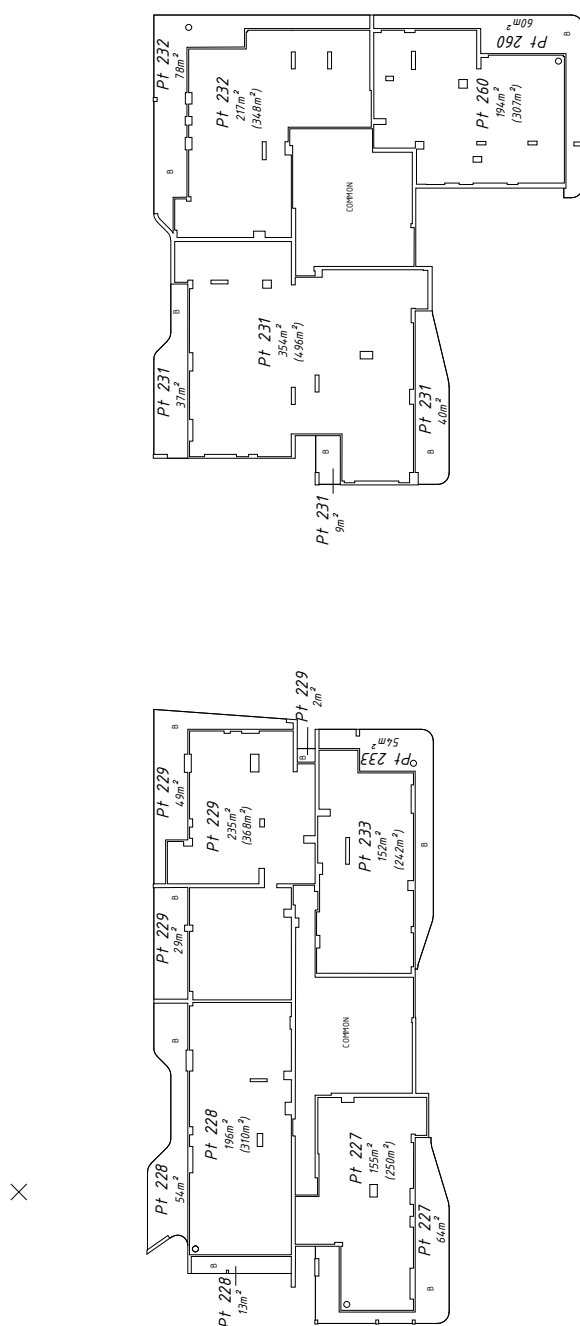
POINT 'X' REPRESENTS COMMON POINT OF OVERLAY.

1:300 @ A2



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E projects@landsurveys.net.au
T (08) 9477 4477
F (08) 9477 4499
www.landsurveys.net.au
CAD File: SP2199 Ver 3 (Rev W).dwg
JOB No: 2000790

SHEET 16	SHEETS OF 21	VERSION NUMBER 3	STRATA PLAN 82199
--------------------	------------------------	----------------------------	-----------------------------





POINT 'X' REPRESENTS COMMON POINT OF OVERLAY.

Year	Number of cases (thousands)
1980	4.0
1981	4.2
1982	4.4
1983	4.6
1984	4.8
1985	5.0
1986	5.2
1987	5.4
1988	5.6
1989	5.8
1990	6.0
1991	6.2
1992	6.4
1993	6.6
1994	6.8
1995	7.0

1:300 @ A2

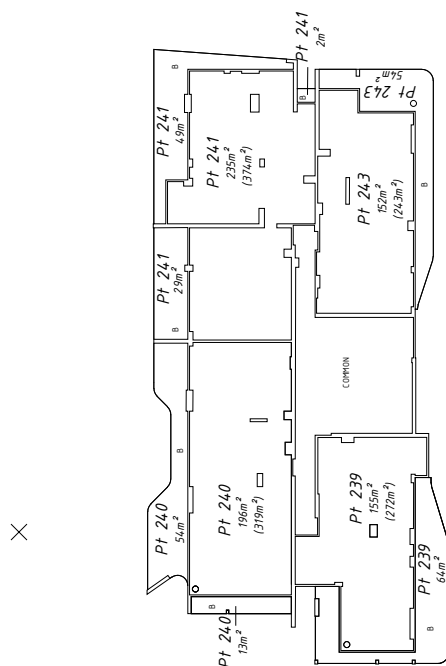


Land Surveys
19 Brennan Way
Belmont WA 6104
PO Box 746 Belmont WA 6984
E projects@landsurveys.net.au
www.landsurveys.net.au
T (08) 9477 4477
F (08) 9477 4499
C/O File: SP 82199 Ver 3 (Rev W).dwg
JOL No: 2000790

STRATA PLAN
82199

VERSION NUMBER
3

SHEET 18 OF 21 SHEETS



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

THE BOUNDARIES OF THE PART LOTS WHICH ARE BALCONIES (B) ARE THE INNER SURFACES OF THEIR WALLS AND THE EXTERNAL SURFACES OF THE BUILDING WALLS OR THE EDGE OF THE CONCRETE SLAB.

THE STRATUM OF THE BALCONIES (B) EXTENDS FROM THE UPPER SURFACE OF THE THEIR FLOOR TO THE UNDERSIDE OF THEIR CEILING OR THE PROLONGATION OF THE UNDERSIDE OF THEIR CEILING WHERE NOT COVERED.

ALL COLUMNS AND DUCTS ARE COMMON PROPERTY.

POINT 'X' REPRESENTS COMMON POINT OF OVERLAY.

THIRTEENTH FLOOR PLAN



1:300 @ A2



Land Surveys
19 Sherman Way
Belmont WA 98104
PO Box 746 Belmont WA 9804
E projects@landsurveys.net.au
T (08) 9477 4477
F (08) 9477 4499
C/O File: SP 92199 Ver 3 (Rev W) vwg
www.landsurveys.net.au
JOB No: 2000790

STRATA PLAN
82199

VERSION NUMBER

3

SHEET 19 OF 21 SHEETS



POINT 'X' REPRESENTS COMMON POINT OF OVERLAY.

Year	Number of cases
1980	1.5
1981	2.0
1982	2.5
1983	3.0
1984	3.5
1985	4.0
1986	4.5
1987	5.0
1988	5.5
1989	6.0
1990	6.5
1991	7.0
1992	7.5
1993	8.0
1994	8.5
1995	9.0

1:300 @ A2



Land Surveys
19 Brennan Way
Belmont WA 6104
PO Box 746 Belmont WA 6984
T (08) 9477 4177 E projects@landsurveys.net.au
F (08) 9477 4499 www.landsurveys.net.au
CAD File: SP 82199 Ver 3 (Rev W).dwg
JOB No: 2000790

STRATA PLAN
82199

VERSION NUMBER
3

SHEET 20 OF 21 SHEETS



POINT 'X' REPRESENTS COMMON POINT OF OVERLAY.

Year	Number of cases (thousands)
1980	1.5
1981	1.8
1982	2.1
1983	2.4
1984	2.7
1985	3.0
1986	3.3
1987	3.6
1988	3.9
1989	4.2
1990	4.5
1991	4.8
1992	5.1
1993	5.4
1994	5.7
1995	6.0

1:300 @ A2



Land Surveys
19 Brennan Way
Belmont WA 6104
PO Box 748 Belmont WA 6984
T (08) 9477 4177 E projects@landsurveys.net.au CAD file: S2 82199 V6 3 (Rev W) .dwg
F (08) 9477 4499 www.landsurveys.net.au JOB No. 2000790

STRATA PLAN
82199

VERSION NUMBER

SHEET SHEETS

Schedule of Unit Entitlements

Approved form number 2021-47738

Effective for use from 07/07/2021



Legislation

Strata Titles Act 1985

Section 37, Schedule 2A cl. 21T(1)(d) & Schedule 2A cl. 31E(1)(c)

Unit Entitlement Schedule

Scheme Number SP82199

Scheme Address 1-3 AIRLIE STREET, CLAREMONT WA

Lot Number	Unit Entitlement
1	16
2	36
3	32
4	25
5	37
6	23
7	32
9	15
10	15
11	19
12	15
13	15
14	15
15	15
16	23
17	23
18	38
19	36
20	25
21	32
22	16
23	26
24	26
25	16
26	16
27	36
28	32
29	25
30	36
31	23
32	35

Lot Number	Unit Entitlement
86	25
87	33
88	16
89	27
90	27
91	16
92	25
93	25
94	25
95	25
96	25
97	16
98	17
99	38
100	35
101	26
102	38
103	24
104	39
106	17
107	17
108	20
109	17
110	17
111	17
112	17
113	28
114	25
115	17
116	26
117	51

Lot Number	Unit Entitlement
173	51
174	19
175	43
176	43
177	63
180	33
181	28
182	20
183	52
184	50
185	52
186	51
187	52
188	53
189	53
190	58
191	83
192	96
194	53
195	55
196	54
197	55
198	55
199	55
200	58
201	59
202	60
203	59
204	55
205	57
206	56

Lot Number	Unit Entitlement
34	15
35	15
36	19
37	15
38	15
39	15
40	15
41	26
42	24
43	16
44	25
45	24
46	24
47	24
48	77
50	60
52	16
53	26
54	26
55	16
56	24
57	24
58	24
59	16
60	17
61	37
62	34
63	25
64	37
65	24
66	37
68	16
69	16
70	19
71	16
72	17
73	16
74	16
75	27
76	25
77	17
78	25
79	25
80	25
81	25
82	25

Lot Number	Unit Entitlement
119	26
120	26
121	26
122	94
123	26
124	34
125	46
127	49
129	26
130	26
131	26
132	26
133	26
134	17
135	17
136	40
137	63
139	40
140	48
141	61
143	22
144	17
145	17
146	17
147	18
148	30
149	26
150	18
151	50
152	48
153	49
154	50
155	51
156	51
157	51
158	18
159	41
160	41
161	62
164	31
165	27
166	18
167	50
168	48
169	51
170	50

Lot Number	Unit Entitlement
207	59
208	57
209	57
210	60
211	61
212	61
213	61
214	73
215	98
217	83
218	65
219	59
220	63
221	89
222	104
224	76
225	102
226	62
227	67
228	92
229	109
231	154
232	108
233	66
234	69
235	96
236	113
238	69
239	73
240	99
241	116
243	71
244	124
245	121
246	130
247	127
248	49
249	15
250	28
251	28
252	54
253	86
254	68
256	149
257	158
260	90



Scheme Number SP82199
Scheme Address 1-3 AIRLIE STREET, CLAREMONT WA

Lot Number	Unit Entitlement	Lot Number	Unit Entitlement
83	25	171	51
84	81	172	51

Sum of all unit entitlements of all lots in the strata titles scheme: 10000

CERTIFICATE OF LICENSED VALUER

I, Brad Dawson, being a Licensed Valuer, licensed under the *Land Valuers Licensing Act 1978*, certify that the proportion that the unit entitlement of a lot as stated in the Schedule of Unit Entitlements above bears to the sum of the unit entitlements of all lots in the strata titles scheme is not greater than 5% more or 5% less than the proportion that the value (as that term is defined in section 37(3) of the *Strata Titles Act 1985*) of that lot bears to the sum of the value of all the lots in the strata titles scheme.

27th February 2024
Date



Digitally signed by Brad Dawson
Date: 2024.05.09 17:11:54
+08'00'

Licensed Valuer Signature



Occupancy Permit – Form BA10

Building Act 2011, section 46,47,48,49,51,52,61
Building Regulations 2012, regulation 4

Permit Number	BA24-051
---------------	----------

1. Details of building or structure

Property street address:	1 Airlie Street, Claremont	
Strata plan no:	If provided by the applicant for the purposes of the <i>Strata Titles Act 1985</i>	
Main BCA class of building:	2	
Secondary or Third BCA Class	7a & 6	
Use/s of building	Residential, Commercial Tenancies & Car Park	Each restriction on use (if applicable) None

2. Certificate of construction compliance or certificate of building compliance

Certificate of construction compliance or certificate of building compliance issued by:

Building surveying contractor	Milestone Certifiers Pty Ltd - BSC BSP159 BSC008
Phone	08 9330 7476
Email address	richarda@milestonebc.com.au
Issue Date	8 April 2024

3. Permit details

This occupancy permit is for	☐ Whole of building ☒ Part of building
Permit details	BA21-026, BA21-205, BA21-086 & BA23-183
Permit has been granted under the <i>Building Act 2011</i>	Section: 58
Date of permit validity	☐ Indefinite validity ☒ Valid until (day/month/year): <u>8/07/2024</u>
Permit is issued subject to the following conditions being met	Refer attached CCC and Occupancy excluded area plan relating to incomplete works. These areas are not included in this Occupancy Permit.

This document forms part of approval BA24-051

Issuing officer	Name: Annette Bell	Title: Building Surveyor
	Signature: 	Date: 19 April 2024

Note: Information about or contained in the occupancy permit must be displayed in accordance with regulation 35 of the Building Regulations 2012





LG/WAPC Ref: SA2023.00004

Strata Plan No: SP82199

Strata Titles Act 1985

Section 15 (4)

**Certificate Endorsing Strata Plan
or Amendment to a Strata Plan by
Western Australian Planning Commission**

Proposal Description: Strata Plan / Amendment to Strata Plan*

Property Description: High rise mixed use development

Lot (or Strata Plan) No.: Lot 500 on DP419808

Location: 1 Airlie Street, Claremont

Locality:

Local Government: Town of Claremont

Lodged by: No Problems Just Solutions Pty Ltd (Land Surveys)

Date Submitted:

It is hereby certified that the approval of the Western Australian Planning Commission
has been granted pursuant to section 15 (4) of the *Strata Titles Act 1985*.

Signed:

Dated:

8 May 2024

For and on behalf of the Western Australian Planning Commission
and the Town of:

Claremont

(Delegated under section 16 (3)(e) of the *Planning and Development Act 2005*)

* Strike out as required



[illegible]



Notification

Approved form 2017-98207 Reg 3 of the Transfer of Land Regulations 2004

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Jurisdiction

State of Western Australia

Legislation

Transfer of Land Act 1893

Lodging party details

Name Lavan
Address Level 18, 1 William Street
PERTH WA 6000
Issuing box 99A
Phone 9288 6000
Fax 9288 6001
Email claudie.hughes@lavan.com.au
Reference 1165870

Preparer details

Name Kelly Crothers
Phone +61 8 9288 6913
Reference

Notification details

Act Transfer of Land Act 1893
Section 70A

Factor affecting use or enjoyment of land The lots are situated in the vicinity of a transport corridor and are currently affected, or may in future be affected by transport noise.

Land / Interest

Title(volume-folio)	Extent	Land description	Interest
1676-186	Whole	LOT 412 ON DIAGRAM 65779	FEE SIMPLE

Registered proprietor(s)(Land)

1 AIRLIE ST CLAREMONT PTY LTD (ACN 628788241) OF 1 AIRLIE STREET CLAREMONT WA 6010

Authorising party

TOWN OF CLAREMONT (ABN 18530868117) OF 308 STIRLING HIGHWAY CLAREMONT WA 6010

Execution date

22 MARCH 2023



Registered proprietor(s)(Land) execution

Signed for and on behalf of
1 Airlie St Claremont Pty Ltd
ACN 628 788 241

~~by its authorised attorney~~
in accordance with s127 of the
Corporations Act 2001 by

~~pursuant to registered attorney number~~

~~present member~~

~~Signature of Attorney~~ Paul Blackburne
~~Sole director and secretary~~

Authorising party execution

In the presence of:

Witness (signature)

ANTHONY EWING

Name of Witness (print name)

10 ROSEBY RD SUBIACO

Address of Witness (print address)

PROJECT DIRECTOR

Occupation of Witness (print occupation)

THE COMMON SEAL of TOWN OF CLAREMONT ABN 18 530 868 117

is affixed in accordance with

its articles in the presence of:

Signature

Chief Executive Officer

Office held

Elizabeth Hedger

Print name

Signature

MAYOR

Office held

JOCK BARBER

Print name

I Claudie Hughes am the Solicitor
for the

I have the authority to make and
have made amendment(s) on the
reverse hereof countersigned by me.

Claudia Hughes
Witness: Kelly Crothers



Strata Plan 82199

Lot	Certificate of Title	Lot Status	Part Lot
1	4051/747	Registered	
2	4051/748	Registered	
3	4051/749	Registered	
4	4051/750	Registered	
5	4051/751	Registered	
6	4051/752	Registered	
7	4051/753	Registered	
9	4051/754	Registered	
10	4051/755	Registered	
11	4051/756	Registered	
12	4051/757	Registered	
13	4051/758	Registered	
14	4051/759	Registered	
15	4051/760	Registered	
16	4051/761	Registered	
17	4051/762	Registered	
18	4051/763	Registered	
19	4051/764	Registered	
20	4051/765	Registered	
21	4051/766	Registered	
22	4051/767	Registered	
23	4051/768	Registered	
24	4051/769	Registered	
25	4051/770	Registered	
26	4051/771	Registered	
27	4051/772	Registered	
28	4051/773	Registered	
29	4051/774	Registered	
30	4051/775	Registered	
31	4051/776	Registered	
32	4051/777	Registered	
34	4051/778	Registered	
35	4051/779	Registered	
36	4051/780	Registered	
37	4051/781	Registered	
38	4051/782	Registered	
39	4051/783	Registered	
40	4051/784	Registered	
41	4051/785	Registered	
42	4051/786	Registered	
43	4051/787	Registered	
44	4051/788	Registered	
45	4051/789	Registered	
46	4051/790	Registered	
47	4051/791	Registered	



Strata Plan 82199

Lot	Certificate of Title	Lot Status	Part Lot
48	4051/792	Registered	
50	4051/793	Registered	
52	4051/794	Registered	
53	4051/795	Registered	
54	4051/796	Registered	
55	4051/797	Registered	
56	4051/798	Registered	
57	4051/799	Registered	
58	4051/800	Registered	
59	4051/801	Registered	
60	4051/802	Registered	
61	4051/803	Registered	
62	4051/804	Registered	
63	4051/805	Registered	
64	4051/806	Registered	
65	4051/807	Registered	
66	4051/808	Registered	
68	4051/809	Registered	
69	4051/810	Registered	
70	4051/811	Registered	
71	4051/812	Registered	
72	4051/813	Registered	
73	4051/814	Registered	
74	4051/815	Registered	
75	4051/816	Registered	
76	4051/817	Registered	
77	4051/818	Registered	
78	4051/819	Registered	
79	4051/820	Registered	
80	4051/821	Registered	
81	4051/822	Registered	
82	4051/823	Registered	
83	4051/824	Registered	
84	4051/825	Registered	
86	4051/826	Registered	
87	4051/827	Registered	
88	4051/828	Registered	
89	4051/829	Registered	
90	4051/830	Registered	
91	4051/831	Registered	
92	4051/832	Registered	
93	4051/833	Registered	
94	4051/834	Registered	
95	4051/835	Registered	
96	4051/836	Registered	



Strata Plan 82199

Lot	Certificate of Title	Lot Status	Part Lot
97	4051/837	Registered	
98	4051/838	Registered	
99	4051/839	Registered	
100	4051/840	Registered	
101	4051/841	Registered	
102	4051/842	Registered	
103	4051/843	Registered	
104	4051/844	Registered	
106	4051/845	Registered	
107	4051/846	Registered	
108	4051/847	Registered	
109	4051/848	Registered	
110	4051/849	Registered	
111	4051/850	Registered	
112	4051/851	Registered	
113	4051/852	Registered	
114	4051/853	Registered	
115	4051/854	Registered	
116	4051/855	Registered	
117	4051/856	Registered	
119	4051/857	Registered	
120	4051/858	Registered	
121	4051/859	Registered	
122	4051/860	Registered	
123	4051/861	Registered	
124	4051/862	Registered	
125	4051/863	Registered	
127	4051/864	Registered	
129	4051/865	Registered	
130	4051/866	Registered	
131	4051/867	Registered	
132	4051/868	Registered	
133	4051/869	Registered	
134	4051/870	Registered	
135	4051/871	Registered	
136	4051/872	Registered	
137	4051/873	Registered	
139	4051/874	Registered	
140	4051/875	Registered	
141	4051/876	Registered	
143	4051/877	Registered	
144	4051/878	Registered	
145	4051/879	Registered	
146	4051/880	Registered	
147	4051/881	Registered	



Strata Plan 82199

Lot	Certificate of Title	Lot Status	Part Lot
148	4051/882	Registered	
149	4051/883	Registered	
150	4051/884	Registered	
151	4051/885	Registered	
152	4051/886	Registered	
153	4051/887	Registered	
154	4051/888	Registered	
155	4051/889	Registered	
156	4051/890	Registered	
157	4051/891	Registered	
158	4051/892	Registered	
159	4051/893	Registered	
160	4051/894	Registered	
161	4051/895	Registered	
164	4051/896	Registered	
165	4051/897	Registered	
166	4051/898	Registered	
167	4051/899	Registered	
168	4051/900	Registered	
169	4051/901	Registered	
170	4051/902	Registered	
171	4051/903	Registered	
172	4051/904	Registered	
173	4051/905	Registered	
174	4051/906	Registered	
175	4051/907	Registered	
176	4051/908	Registered	
177	4051/909	Registered	
180	4051/910	Registered	
181	4051/911	Registered	
182	4051/912	Registered	
183	4051/913	Registered	
184	4051/914	Registered	
185	4051/915	Registered	
186	4051/916	Registered	
187	4051/917	Registered	
188	4051/918	Registered	
189	4051/919	Registered	
190	4051/920	Registered	
191	4051/921	Registered	
192	4051/922	Registered	
194	4051/923	Registered	
195	4051/924	Registered	
196	4051/925	Registered	
197	4051/926	Registered	



Strata Plan 82199

Lot	Certificate of Title	Lot Status	Part Lot
198	4051/927	Registered	
199	4051/928	Registered	
200	4051/929	Registered	
201	4051/930	Registered	
202	4051/931	Registered	
203	4051/932	Registered	
204	4051/933	Registered	
205	4051/934	Registered	
206	4051/935	Registered	
207	4051/936	Registered	
208	4051/937	Registered	
209	4051/938	Registered	
210	4051/939	Registered	
211	4051/940	Registered	
212	4051/941	Registered	
213	4051/942	Registered	
214	4051/943	Registered	
215	4051/944	Registered	
217	4051/945	Registered	
218	4051/946	Registered	
219	4051/947	Registered	
220	4051/948	Registered	
221	4051/949	Registered	
222	4051/950	Registered	
224	4051/951	Registered	
225	4051/952	Registered	
226	4051/953	Registered	
227	4051/954	Registered	
228	4051/955	Registered	
229	4051/956	Registered	
231	4051/957	Registered	
232	4051/958	Registered	
233	4051/959	Registered	
234	4051/960	Registered	
235	4051/961	Registered	
236	4051/962	Registered	
238	4051/963	Registered	
239	4051/964	Registered	
240	4051/965	Registered	
241	4051/966	Registered	
243	4051/967	Registered	
244	4051/968	Registered	
245	4051/969	Registered	
246	4051/970	Registered	
247	4051/971	Registered	



Strata Plan 82199

Lot	Certificate of Title	Lot Status	Part Lot
248	4051/972	Registered	
249	4051/973	Registered	
250	4051/974	Registered	
251	4051/975	Registered	
252	4051/976	Registered	
253	4051/977	Registered	
254	4051/978	Registered	
256	4051/979	Registered	
257	4051/980	Registered	
260	4051/981	Registered	





OFFICE USE ONLY

P968105 SN

26 Apr 2024 14:54:35 Perth



SN

Scheme Notice

Lodged by:⁴ **Lavan**
Address: **Level 18, 1 William Street,**
PERTH WA 6000
Phone Number: **+ 61 8 9288 6000**
Email Address: **Claudie.Hughes@lavan.com.au**
Reference Number: **1165870**
Issuing Box Number: **99A**

Instruct if any documents are to issue
to other than Lodging Party

Prepared by: **Lavan**
Address: **Level 18, 1 William Street,**
PERTH WA 6000
Phone Number: **+ 61 8 9288 6000**
Email Address: **Claudie.Hughes@lavan.com.au**
Reference Number: **1165870**

Titles, Leases, Evidence, Declarations etc. lodged herewith

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

OFFICE USE ONLY

Landgate Officer

Number of Items Received: 3

Landgate Officer Initial: CH

⁴ Lodging Party Name may differ from Applicant Name.







Execution

Date of Execution: 26 April 2024

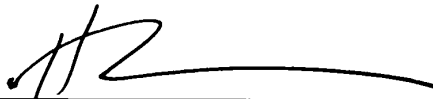
SIGNED by Matthew Edmond Chau:)

as Attorney for)

1 Airlie St Claremont Pty Ltd)

ACN 628 788 241)

in the presence of:)


(Signature of Attorney)

P/A number: **P724873**

Witness: 

Name: Bianca McKenna

Address: 22 Flinders Street, YORKINE WA 6060

Occupation: Sales + Developments Admin Manager.





Scheme Notice

Strata Titles Act 1985
Section 29

Scheme Number: **82199**

Certificate of Title Volume/Folio Number: **Lot 550 on Deposited Plan 419808 Volume 4037 Folio 990**

Scheme Name: **The Grove Residences**

Address for Service of the Strata Company¹: **1/1050 Hay Street, West Perth WA 6005**

Email address for Strata Company²: **admin@oakfield.com.au**

Is this a Leasehold Scheme? ☐ Yes / ☒ No

Leasehold Scheme Term³: _____ year(s) / _____ month(s) / _____ day(s)
commencing on registration of the scheme.

¹ An address for service must be an address of a place within Australia – see section 215 of the Act.

² Optional.

³ Not required unless this is a Leasehold Scheme and must be stated in years, months and days.



Document Notes:

IMPORTANT: THIS PAGE FORMS PART OF DOCUMENT [P968105] AND MAY CONTAIN REFERENCES TO AMENDMENTS OR CORRECTIONS TO THE DOCUMENT

15/5/2024 17:06:10

Document timeclock changed to match the IOFD date of SP82199 - 14/05/2024 14:54:32





[SB] Scheme By-laws

Lodged by:¹⁷ Lavan

Address: Level 18, 1 William Street
PERTH WA 6000

Phone Number: + 61 8 9288 6000

Email Address: Claudie.Hughes@lavan.com.au

Reference Number: 1165870

Issuing Box Number: 99A

Instruct if any documents are to
issue to other than Lodging Party

Prepared by: Lavan

Address: Level 18, 1 William Street
PERTH WA 6000

Phone Number: + 61 8 9288 6000

Email Address: Claudie.Hughes@lavan.com.au

Reference Number: 1165870

Titles, Leases, Evidence, Declarations etc. lodged
herewith

1. Exclusive use by-law consent letter

2. Notice

3. letter

4. _____

5. _____

OFFICE USE ONLY

Landgate Officer

Number of Items Received: 2

Landgate Officer Initial: 1

¹⁷ Lodging Party Name may differ from Applicant Name.
Version 1

Please note: As stated in the *Strata Titles Act 1985* (Act) section 59 the Registrar of Titles is not obliged to examine scheme by-laws lodged for registration for compliance with the Act, it must not be presumed that because the Registrar of Titles has registered scheme by-laws, the by-laws are valid or enforceable and the State does not guarantee the validity or enforceability of scheme by-laws.







2. For existing schemes, strata company to execute here:

Common Seal¹³

Date of Execution: N/A

The common seal of¹⁴

N/A

is fixed to this document in accordance with the *Strata Titles Act 1985* section 118(1) in the presence of:

[AFFIX COMMON SEAL HERE]

Member of Council¹⁵:

Member of Council¹⁵:

Signature

Signature

Full Name

Full Name

OR

Not executed under Common Seal¹³

Date of Execution: N/A

Signed for and on behalf of¹⁴ N/A in accordance with the *Strata Titles Act 1985* section 118(2):

☐ Member of Council / ☐ Strata Manager of
strata company¹⁶:

☐ Member of Council / ☐ Strata Manager of
strata company¹⁶:

Signature

Signature

Full Name

Full Name

¹³ See SIG-14 for execution of documents by a strata company.

¹⁴ Insert the name of the strata company (i.e. The Owners of + scheme name + scheme type + scheme number), e.g. The Owners of Pretty Ponds Survey-Strata Scheme 12345.

¹⁵ The common seal must be witnessed by 2 members of council.

¹⁶ Select whichever is applicable.





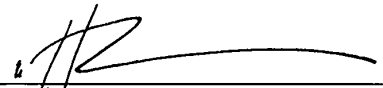
Part 7 – Execution

1. For new schemes, owners to sign here:

Date of Execution: 26-MAR-24
(To be signed by each Applicant)

SIGNED by Matthew Edmond Chau:
as Attorney for
1 Airlie St Claremont Pty Ltd
ACN 628 788 241

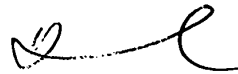
)
)
)
)
)
)
)


(Signature of Attorney)

in the presence of:

P/A number: **P724873**

Witness:



Name: Bianca Jane McKenna

Address: 22 Flinders St, Yokine WA 6060

Occupation: Sales Admin





Part 6 – Accompanying documents

[Select those documents to be lodged as evidence]

- ☐ **Consent Statement – Designated Interest¹¹ Holders for making / amendment / repeal of staged subdivision by-laws**
- ☒ Written consent of owner of each lot granted exclusive use (owners of special lots)
- ☐ Written consent of Western Australian Planning Commission (WAPC) or Local Government (as relevant) to amendment or repeal of any by-laws created in relation to a planning (scheme by-laws) condition
- ☐ **Consent of the Owner of the Leasehold Scheme¹²** to leasehold by-laws or staged subdivision by-laws
- ☐ Approval of WAPC to making, amendment or repeal of leasehold by-laws providing for postponement of the expiry day for the scheme

¹¹ Refer to section 3(1) of the *Strata Titles Act 1985* for the meaning of designated interest.

¹² Owner of the leasehold scheme has the meaning in section 3(1) of the *Strata Titles Act 1985*.

Please note: As stated in the *Strata Titles Act 1985* (Act) section 59 the Registrar of Titles is not obliged to examine scheme by-laws lodged for registration for compliance with the Act, it must not be presumed that because the Registrar of Titles has registered scheme by-laws, the by-laws are valid or enforceable and the State does not guarantee the validity or enforceability of scheme by-laws.



Part 5 – By-laws of significance

[Please complete Parts 5 and 6 if making, amending or repealing a governance by-law of the kind described in Part 5 and ensure that relevant consents/approvals accompany the Scheme by-laws form]

The Applicant acknowledges that the following governance by-laws need consent from a party other than the strata company if they are to be made, amended or repealed. For more information about who these parties are, refer to the *Strata Titles Act 1985* and the *Strata Titles (General) Regulations 2019*:

By-law number(s)

Staged subdivision by-laws⁶: **Not applicable.**

By-law under planning (scheme by-laws) condition⁷: **Schedule 1 by-laws 122 – 128 (inclusive)**

Exclusive use by-laws⁸: **Schedule 1 by-laws 70 – 92 (inclusive), 106, 107, 113, 114 and 115**
(existing and new)

Western Australian Planning
Commission (WAPC) approval
number (if applicable)⁹:

Leasehold by-laws¹⁰: **Not applicable.**

Not applicable.

⁶ Refer *Strata Titles Act 1985* section 42.

⁷ Refer *Strata Titles Act 1985* section 22.

⁸ Refer *Strata Titles Act 1985* section 43.

⁹ Refer *Strata Titles Act 1985* section 20. Will not be applicable for schemes registered prior to 1/5/2020.

¹⁰ Refer *Strata Titles Act 1985* section 40. Will not be applicable for schemes registered prior to 1/5/2020.

SPECIAL USE PLAN ANNEXURE 'C'



ENLARGEMENT 'B'
NOT TO SCALE

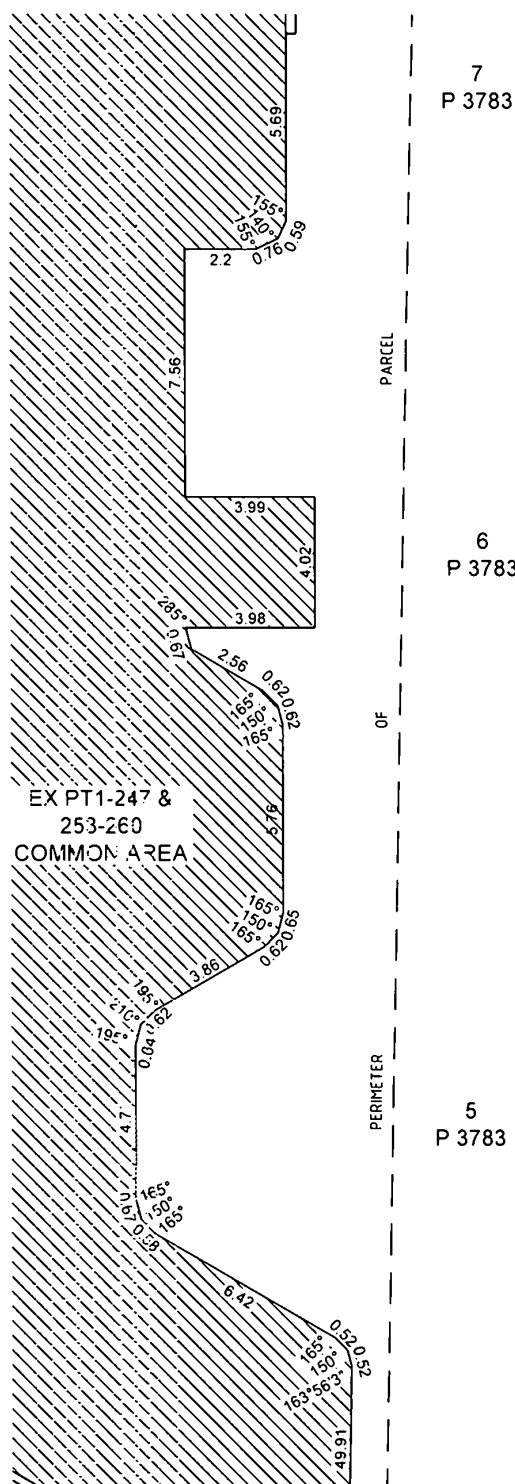
UPPER GROUND FLOOR PLAN

EXCLUSIVE USE AREA IS TO THE INNER SURFACE OF THE BUILDING/COLUMN WALLS UNLESS DEFINED BY DIMENSIONS AND THE UPPER SURFACE OF THE FLOOR TO THE UNDER SURFACE OF THE CEILING UNLESS COVERED.



HATCHED PORTION REPRESENTS EXCLUSIVE USE FOR ACCESSWAYS

ALL ANGLES ARE MULTIPLES OF 45° UNLESS STATED OTHERWISE.



 19 Brennan Way Belmont WA 6104 T (08) 9477 4477 E admin@landsurveys.net.au www.landsurveys.net.au	SURVEYED BY: NK SURVEYED ON: 20/03/24	SPECIAL USE PLAN FOR LOTS 248-252 ON SP82199								
	DRAWN BY: NN DRAWN ON: 21/03/24									
	HOR DATUM: VERT DATUM:	CLIENT: BLACKBURNE PROPERTY GROUP PTY LTD								
SCALE @ A4 NTS	The document is & shall remain the property of Land Surveys NP25 Pty Ltd. The document may only be used for the purpose for which it was commissioned & in accordance with the terms of engagement for the commission. Unauthorised use of the document in any way is prohibited.					JCB No 2000790 - EX - 011 - B	PLAN	DRG	REV	SHEET 2 OF 2

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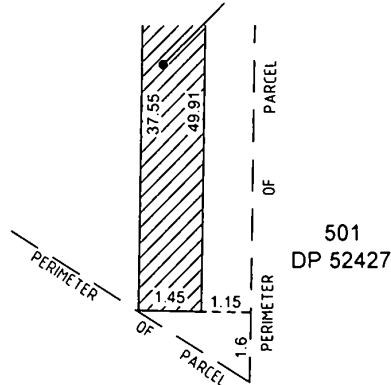
LS F 216



SPECIAL USE PLAN ANNEXURE 'C'



EX PT1-247 &
253-260
COMMON AREA



STIRLING
HIGHWAY

ENLARGEMENT 'A'
NOT TO SCALE

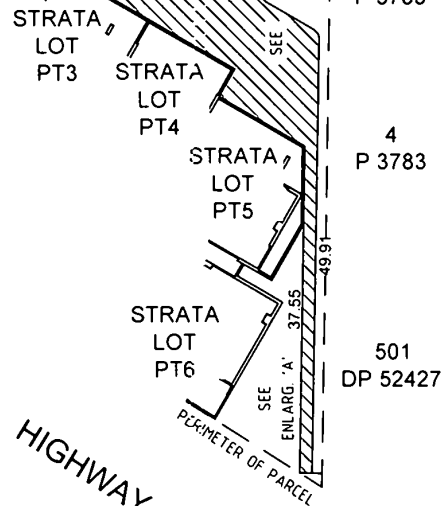
UPPER GROUND FLOOR PLAN

EXCLUSIVE USE AREA IS TO THE INNER
SURFACE OF THE BUILDING/COLUMN WALLS
UNLESS DEFINED BY DIMENSIONS AND THE
UPPER SURFACE OF THE FLOOR TO THE
UNDER SURFACE OF THE CEILING UNLESS
COVERED.

AREA SHOWN THUS IS FOR THE
EXCLUSIVE USE OF LOT 1-247 & 253-260
ON SP 82199

ALL ANGLES ARE MULTIPLES OF 45° UNLESS
STATED OTHERWISE.

STIRLING
HIGHWAY



31
D 35549

10
P 3783

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P 3783

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P 3783

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P 3783

6
P 3783

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P 3783

4
P 3783

501
DP 52427

Land Surveys

19 Brennan Way T (08) 9477 4477
Belmont WA 6104 E admin@landsurveys.net.au

www.landsurveys.net.au



SURVEYED BY: NK
SURVEYED ON: 20/03/24

DRAWN BY: NN
DRAWN ON: 21/03/24

HOR DATUM:
VERT DATUM:

SPECIAL USE PLAN
FOR LOTS 1-247 & 253-260
ON SP82199

CLIENT:
BLACKBURN PROPERTY GROUP PTY LTD

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JOB NO	PLAN	DRG	REV	SHEET
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LS F 216





Approved Form 2023-38056
Effective for use from: 15/06/2023

SB

Annexure C to By-laws (Exclusive Use Sketch – Upper Ground Floor Recreational Area)

Version 1

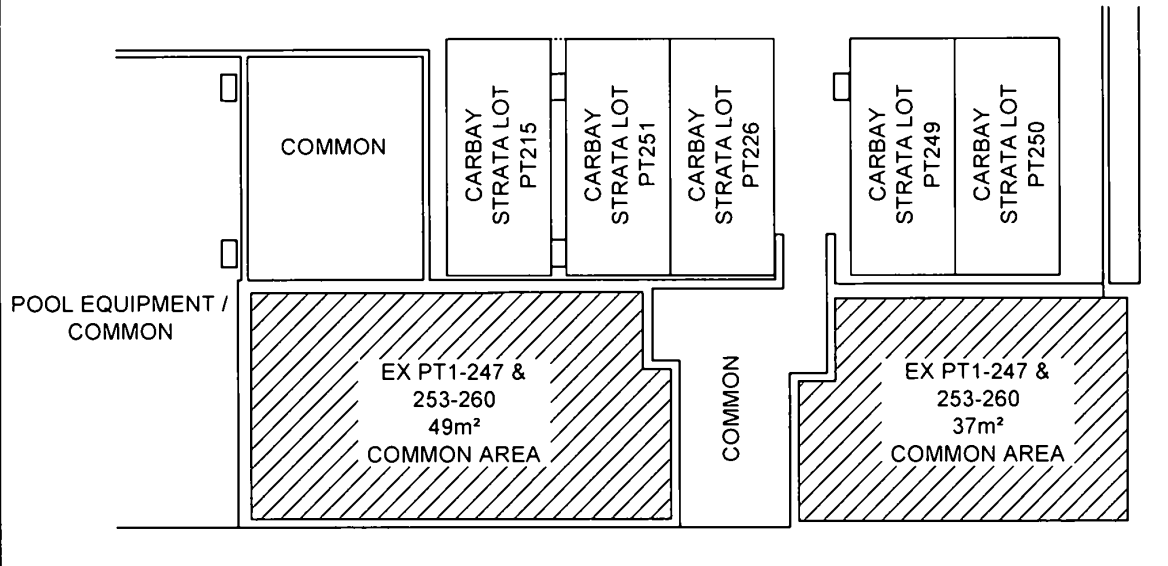
Page 48 of 55

Please note: As stated in the *Strata Titles Act 1985* (Act) section 59 the Registrar of Titles is not obliged to examine scheme by-laws lodged for registration for compliance with the Act, it must not be presumed that because the Registrar of Titles has registered scheme by-laws, the by-laws are valid or enforceable and the State does not guarantee the validity or enforceability of scheme by-laws.



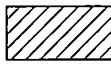


SPECIAL USE PLAN ANNEXURE 'B'



LOWER GROUND FLOOR PLAN

EXCLUSIVE USE AREA IS TO THE INNER SURFACE OF THE BUILDING/COLUMN WALLS UNLESS DEFINED BY DIMENSIONS AND THE UPPER SURFACE OF THE FLOOR TO THE UNDER SURFACE OF THE CEILING UNLESS COVERED.

 AREA SHOWN THUS IS FOR THE EXCLUSIVE USE OF LOT 1-247 & 253-260 ON SP 82199

ALL ANGLES ARE MULTIPLES OF 45° UNLESS STATED OTHERWISE.

Land Surveys

19 Brennan Way T (08) 9477 4477
Belmont WA 6104 E admin@landsurveys.net.au

www.landsurveys.net.au

SCALE @ A4 1:150



SURVEYED BY: NK
SURVEYED ON: 20/03/24

DRAWN BY: NN
DRAWN ON: 21/03/24

HOR DATUM:
VERT DATUM:

SPECIAL USE PLAN
FOR LOTS 1-247 & 253-260
ON SP82199

CLIENT:
BLACKBURN PROPERTY GROUP PTY LTD

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JOB No	PLAN	DRG	REV	SHEET
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LS F 216





Approved Form 2023-38056
Effective for use from: 15/06/2023

SB

Annexure B to By-laws (Exclusive Use Sketch – Lower Ground Floor Recreational Area)

Version 1

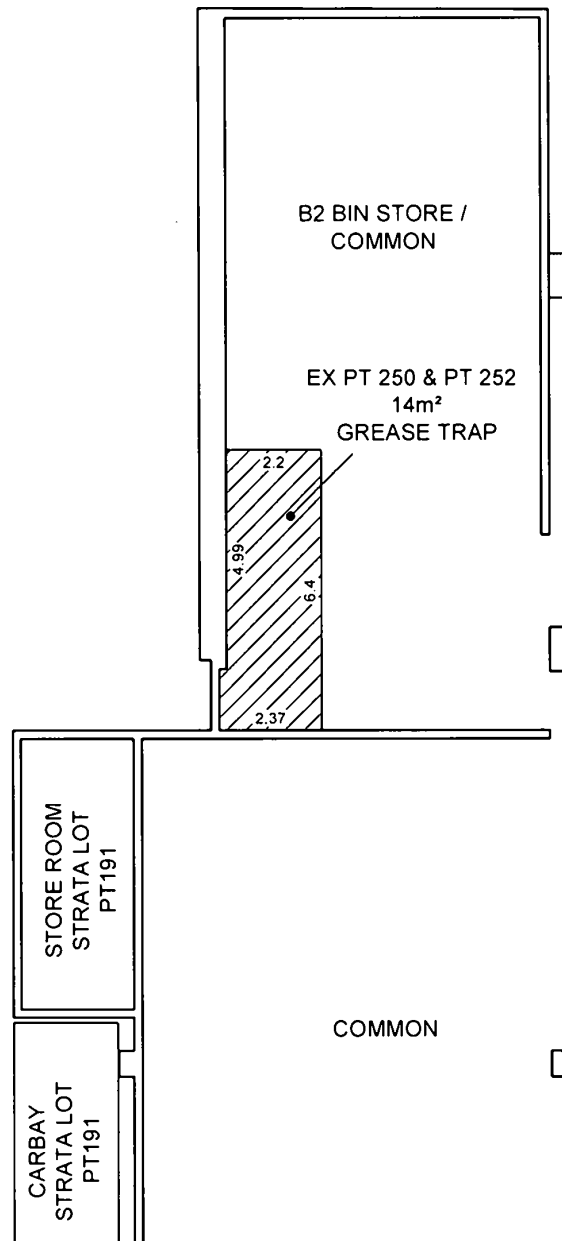
Page 46 of 55

Please note: As stated in the *Strata Titles Act 1985* (Act) section 59 the Registrar of Titles is not obliged to examine scheme by-laws lodged for registration for compliance with the Act, it must not be presumed that because the Registrar of Titles has registered scheme by-laws, the by-laws are valid or enforceable and the State does not guarantee the validity or enforceability of scheme by-laws.





SPECIAL USE PLAN ANNEXURE 'A'



EXCLUSIVE USE AREA EXTENDS 2m BELOW THE FINISH GROUND LEVEL SURFACE. THE INTENT OF THIS PLAN IS TO COMPLETELY ENCAPSULATE THE GREASE TRAP WITHIN THE SPECIAL USE AREA. Refer to sheet 2 for Grease Trap model details

AREA SHOWN THUS IS FOR THE EXCLUSIVE USE OF LOTS 250 & 252 ON SP 82199

LOWER GROUND FLOOR PLAN

ALL ANGLES ARE MULTIPLES OF 45° UNLESS STATED OTHERWISE.

 19 Brennan Way Belmont WA 6104 T (08) 9477 4477 E admin@landsurveys.net.au www.landsurveys.net.au	SURVEYED BY: NK SURVEYED ON: 26/02/24	SPECIAL USE PLAN FOR LOTS 250 & 252 ON SP82199				
	DRAWN BY: NN DRAWN ON: 26/02/24					
	HOR DATUM: VERT DATUM:	CLIENT: BLACKBURNE PROPERTY GROUP PTY LTD				
SCALE @ A4 1:150 	The document is & shall remain the property of Land Surveys NPJIS Pty Ltd. The document may only be used for the purpose for which it was commissioned & in accordance with the terms of engagement for the commission. Unauthorised use of this document in any way is prohibited.					
	JOB No	PLAN	DRG	REV	SHEET	
	2000790 - EX - 001 - D 1 OF 1					

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LS F 216





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Effective for use from: 15/06/2023

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Annexure A to By-laws (Exclusive Use Sketch – Grease Trap Area)

Version 1

Page 44 of 55

Please note: As stated in the *Strata Titles Act 1985* (Act) section 59 the Registrar of Titles is not obliged to examine scheme by-laws lodged for registration for compliance with the Act, it must not be presumed that because the Registrar of Titles has registered scheme by-laws, the by-laws are valid or enforceable and the State does not guarantee the validity or enforceability of scheme by-laws.





- words expressed in the singular include the plural and vice versa.
- words expressed in one gender include the other gender.
- a 'person' includes a company, partnership, firm, joint venture, association, authority, corporation or other body corporate.
- a reference to a party includes that party's successors and permitted assigns and, in the case of a natural person, also includes that person's personal representatives and administrators.
- a reference to any Law will be deemed to include any amendment, re-enactment or consolidation of the Law.
- a reference to 'dollars' or '\$' are reference to the currency of Australia.
- a reference to time is a reference to time in Perth, Western Australia.
- an agreement, representation or warranty on the part of two or more persons binds them jointly and severally.
- an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally.
- where a person is prohibited from doing something, that person will not allow or permit that thing to be done if that person has, or is reasonably capable of exercising, effective control over the doing of that thing.
- words have the same meaning as defined in the Act unless expressly provided otherwise.



Strata Manager means the person contracted to provide the services of a professional strata manager pursuant to By-Law 123.

Strata Scheme means the strata scheme registered under the Act to which these By-laws apply.

Sundry Items means all fixtures and fittings installed in:

- a Lot; or
- Common Property solely for the benefit of that Lot at the date of registration of the Plan or a later time with the consent of the Strata Company,

including, without limitation, power points, taps, water outlets, wall and floor tiles (including balcony tiles), security screens and doors, building management systems, ducting, fly screens, door locks, lights and awnings.

Town means Town of Claremont.

Upper Ground Floor Recreational Area means the area shown on the exclusive use plan in Annexure C comprising the Pool Area, gym, yoga room, spa, sauna, steam room, private dining and lounge, media room, BBQ's, entertaining areas, residents garden and residents lounge.

User means every Authorised User and any other person in or about the Communal Recreational Area.

Utility means gas, water, electricity and any other usage related service.

Utility Infrastructure means the renewable energy infrastructure that services the Strata Scheme incorporating (but not limited to) the supply by the Utility Provider of electricity generated by a green electricity system, battery storage and geothermal power infrastructure, the purchase of electricity supplies from a retailer by the Utility Provider and the on-sale of electricity by the Utility Provider and includes all components of such network, including without limitation, PV Systems, conduits, wiring switches, inverters, meters and associated equipment.

Utility Provider means the company or other entity which is a party to the Network Agreement with the Strata Company and is responsible for the Utility Infrastructure and its operation and the supply of electricity and/or other utilities to the Strata Company and/or Owners and Occupiers directly or via the Strata Company using the Utility Infrastructure, which at the date of registration of these By-laws will be Winconnect Pty Ltd ACN 112 175 710 trading as WINenergy.

Visitor Car Bays means the car bays on Common Property designated by the Strata Company as visitor car bays or visitor motorcycle bays.

Window Treatments means any curtains, blinds, shutters, tinting and other window treatments.

Works means any:

- construction or building works;
- renovation;
- setting up; or
- installation of partitions or other equipment.

Interpretation

In these By-laws, unless the context otherwise requires:

- a reference to a By-law in the Schedule 1 Governance By-laws is a reference to a Schedule 1 Governance By-law unless specifically provided otherwise.
- a reference to a By-law in the Schedule 2 Conduct By-laws is a reference to a Schedule 2 Conduct By-law unless specifically provided otherwise.
- headings are inserted for guidance only and do not govern the meaning or construction of any provision of these By-laws.

Network Agreement means a long term agreement entered into between the Strata Company and the Utility Provider relating to (among other things) the ownership and operation of the Utility Infrastructure by the Utility Provider.

Objection means any objection, challenge, action, demand or claim against the Strata Company or any of its officers, employees, agents, advisors, contractors, sub-contractors or other authorised representatives.

Occupier means any tenant, occupier, employee, agent, contractor or invitee of an Owner while that person occupies or is present on either or both of the Owner's Lot or the Common Property.

Original Owner means 1 Airlie St Claremont Pty Ltd ACN 628 788 241.

Owner means a registered proprietor of a Lot.

Pet means an invertebrate or vertebrate animal other than a human.

Plan means the strata plan applying to the Strata Scheme from time to time.

Pool Area means an area enclosed by a pool fence containing a swimming pool.

Private Dining Rooms means the private dining rooms located on the upper ground floor and on Level 16.

Prohibited Purpose means the use of a Commercial Lot which includes the provision of the following services:

- tattooing;
- body piercing;
- sale, hire or commercial viewing of adult or restricted materials, publications, videos or goods;
- prostitution; or
- any other use generally considered morally offensive to a substantial portion of the public.

Regulations mean the regulations to the Act.

Residential Guest means an invitee of a Residential Owner or Occupier.

Residential Lot means a lot in the Strata Scheme that is not a Commercial Lot, being Lots 1-247 (inclusive) and Lots 253-260 (inclusive).

Residential Owner or Occupier means:

- the Owner of a Residential Lot or
- the Occupier of a Residential Lot.

Rooftop Common Area means all of level 16 and includes the Cocktail Lounge, rooftop lounge and rooftop private dining and terrace.

Rooftop Exclusive Use Owner means Lots 48, 50, 84, 117, 122, 125, 127, 137, 141, 152 - 156, 161, 168 - 172, 177, 184 - 188, 190 - 192, 194 - 215, 217 - 222, 224 - 229, 231 - 236, 238 - 241, 243 - 246, 247, 253 - 256, 257 and 260.

Services means the electricity, gas, water, sewerage, telephone, telecommunications and any other services provided or available to Lots or the Common Property.

Signage means any sign, advertisement, placard, banner or pamphlet.

Small Dog means any breed of dog which:

- at its full-grown size does not exceed 15kgs; and
- is not an Excluded Dog.

Strata Company means the strata company of the Strata Scheme.

Strata Company Assets means any equipment, machinery, apparatus or other asset of the Strata Company.

- the Rooftop Common Area.

Communal Recreational Area Rules means the rules under Schedule 2, By-law 137 and all other rules, from time to time that apply.

Community Benefit Items means the community benefit items listed in the development approval given relating to the development of the Strata Scheme and any subsequent amendments to the applicable planning approvals, which include the following areas on the Common Property:

- public toy library located on the upper ground floor of the Building;
- the public park located in the centre of the Development; and
- 74 public car parking bays located on the lower ground floor of the Building.

Council means the council of the Strata Company.

Dispute Notice means a written notice containing the following information:

- the issue that is in dispute;
- the arguments of the party giving the Dispute Notice, and
- what should be done to rectify the dispute.

Energy means any energy which is generated by the Utility Infrastructure under the Network Agreement including, without limitation, geothermal energy, if any.

EV Charging Stations means the electric vehicle charging station[s] located in the public car park.

Excluded Dog means a German Shepherd, Pit Bull Terrier, Doberman Pinscher, an unregistered or dangerous dog under the Dog Act 1976 or any other breed or category of dog specified from time to time by the Strata Company, including any specific dog based on its personal characteristics and the impact that the particular dog has on other Owners or Occupiers, as specified from time to time by the Strata Company (which may be determined on a case by case basis without it setting any precedent for any previous or future determinations by the Strata Company).

Facilities means the following:

- air conditioning (cooling and heating) plant and equipment;
- lighting and electrical systems;
- fire sprinklers and other fire safety prevention equipment;
- car parking equipment;
- security equipment;
- telecommunication equipment;
- water, plumbing and sewerage systems;
- where applicable, other items of common property; and
- refuse disposal systems.

Grease Trap Lots means lots 250 and 252.

Guest means a Residential Guest.

Independent Person means an independent, suitably qualified mediator nominated or recommended by the President for the time being of the Law Society of Western Australia.

Key means any key or access device required to enable access to restricted areas of the Strata Scheme.

Law means any statute, regulation, rule, proclamation, ordinance, by-law or code.

Lot means a Lot in the Strata Scheme.

Lower Ground Floor Recreational Area means the areas shown on the exclusive use plan in Annexure B comprising the golf simulator room and residents shed.

Definitions

In these By-laws, the following words appearing in bold have their respective corresponding meanings:

Act means the *Strata Titles Act 1985 (WA)*.

Aged Care Services Lot means Lot 249.

Authority means every governmental, statutory or other semi or quasi-governmental body with decision making powers over the Strata Scheme under any written law.

Authorised User means:

- an Owner or Occupier aged 16 years and older;
- a Child of an Owner or Occupier and a Child of a Guest, if accompanied by an Owner or Occupier that is not a Child;
- a Residential Guest, but if that Guest is accompanied by an Owner or Occupier aged 16 years or older; and
- a Residential Owner or Occupier under the age of 16 years when accompanied by an Owner or Occupier over the age of 16 years.

Building means any building in which a Lot is located.

Building Manager means the building manager appointed by the Council.

Business Day means a day that is not a Saturday, Sunday or public holiday in Western Australia.

Business Hours means:

- Lot 248: 7am to 9pm;
- Lots 250: 6am to 10pm;
- Lot 252: 6am to 12am; and
- Lots 249 and 251: 7am to 8pm.

By-laws means these by-laws, as amended from time to time.

Cocktail Lounge means the cocktail lounge located on level 16.

Child means a person under the age of 18 years.

Commercial Lot means one or more of lots: 248, the Aged Care Services Lot, 250, 251 and 252.

Commercial Owner or Occupier means:

- the Owner of a Commercial Lot; or
- the Occupier of a Commercial Lot.

Common Property means common property of the Strata Scheme and includes (without limitation) any:

- Strata Company Assets;
- infrastructure;
- installations;
- piping and cabling in the Common Property; and
- other improvements on the Common Property.

Communal Recreational Area means that part of the parcel comprising the entertaining areas, and where the context requires, includes the fixtures, fittings, plant and equipment located in those areas, which may include:

- the Upper Ground Floor Recreational Area;;
- the Lower Ground Floor Recreational Area; and



- 177 The permitted trading hours of the Commercial Lots are those permitted by law and Owners will not seek to limit, or otherwise make any Objection in relation to, the trading hours of the Commercial Lots or in relation to the lawful use of the Commercial Lots.
- 178 Any change to the permitted trading hours referred to in By-law 177 can only be made if approved by a resolution without dissent.
- 179 Owners must not seek to limit, or otherwise make any Objection in relation to, the reasonable operation of any business that is lawfully being conducted from the Commercial Lots.

Please note: As stated in the *Strata Titles Act 1985* (Act) section 59 the Registrar of Titles is not obliged to examine scheme by-laws lodged for registration for compliance with the Act, it must not be presumed that because the Registrar of Titles has registered scheme by-laws, the by-laws are valid or enforceable and the State does not guarantee the validity or enforceability of scheme by-laws.



Specific By-laws for the Commercial Lots

- 167 The Commercial Lots may be used:
- 167.1 for any purpose permitted by law;
 - 167.2 but not for a Prohibited Purpose.
- 168 The Owner of a Commercial Lot will not commence trade or open for business until it has received all relevant approvals to do so from all relevant Authorities.
- 169 The Owner of a Commercial Lot will conduct any business conducted from its Commercial Lot in an orderly, efficient and reputable manner, consistent with the standard and quality of the Strata Scheme and in accordance with all the applicable laws.
- 170 The Owner of a Commercial Lot will take all reasonable care to ensure that the conduct of any business conducted from its Commercial Lot does not unreasonably impact on the peaceful enjoyment of other Owners.
- 171 The Owner of a Commercial Lot will not install any electrical equipment which will overload the cables, switchboards or other equipment that supplies electricity to the Strata Scheme.
- 172 The Owner of a Commercial Lot will keep the interior of its Commercial Lot, the shop front, shop windows, fixtures, fittings and display clean, orderly and adequately illuminated during the permitted trading hours for its Commercial Lot.
- 173 The Owner of a Commercial Lot will arrange and maintain insurance on usual terms with an insurer authorised under the *Insurance Act 1973* (WA) (and will ensure the Strata Company is noted on such policy of insurance) against each of the following:
- 173.1 public liability insurance in respect of its Commercial Lot for at least \$20,000,000 or any higher amount reasonably required by the Strata Company;
 - 173.2 damage to, and loss of, internal and external glass (including plate glass), doors, display cases, fittings, chattels and all other things that are on or in its Commercial Lot; and
 - 173.3 employer's liability in respect of all employees (including workers' compensation insurance).
- 174 The Owner of a Commercial Lot will maintain the insurance referred to in By-law 173 at all times during which it conducts business from its Commercial Lot and must provide a copy of the policy of insurance to the Strata Company on request.
- 175 Subject to By-law 176, the Owner of a Commercial Lot will not display on the Common Property any:
- 175.1 goods;
 - 175.2 materials;
 - 175.3 equipment; or
 - 175.4 items,
- associated with the use of, or business carried out on, its Commercial Lot without the prior written consent of the Council.
- 176 The consent referred to in By-law 175 is subject to the condition that the Owner will first effect a policy or policies of public liability insurance in respect of the loss or damage of such:
- 176.1 goods;
 - 176.2 materials;
 - 176.3 equipment; and
 - 176.4 the death, or any injury to persons,
- connected with such goods, materials and equipment or use of the Common Property.

- 158.2 on termination of the Network Agreement, the Utility Provider may (but is under no obligation to) disconnect and remove the Utility Infrastructure;
- 158.3 on termination of the Network Agreement, the Strata Company may be obliged to purchase the Utility Infrastructure from the Utility Provider;
- 158.4 all internal wiring, switches and plugs that service a Lot are the responsibility of the respective proprietor, or if they are on Common Property, the Strata Company; and
- 158.5 save as may be otherwise provided in these By-laws or the Network Agreement, the Utility Infrastructure does not form part of the Common Property and is not a Strata Company Asset or responsibility.

Utility Provider

- 159 Each Owner and Occupier of a Lot must enter into separate supply and billing arrangements with the Utility Provider to receive a supply of Energy, subject to the Utility Provider being able to provide such supply. Such Owner or Occupier, as the case may be, (**Consumer**) must comply with any reasonable conditions of supply imposed by the Utility Provider concerning the supply of Energy to the Lot.
- 160 Pursuant to the Utility Provider's arrangements with a Consumer, the Utility Provider will (or will procure a third party to) read the power meters and forward details of the Energy consumed by each Lot to the relevant Consumer and will (or will procure a third party to) regularly invoice that Consumer for the Energy used by that Lot.
- 161 A Consumer acknowledges that if a Consumer fails to pay any charge invoiced by the Utility Provider at the time and in the manner required by it, the Utility Provider may, among other things, discontinue the supply of Energy to the Consumer pending payment of all monies due by it.
- 162 A Consumer acknowledges and agrees that:
 - 162.1 the ability of the Utility Provider to supply Energy to a Lot;
 - 162.2 whether all or part of any Energy supplied to a Lot is derived from the Utility Infrastructure; and
 - 162.3 the charges payable for the supply of Energy to a Lot,are each dictated by the Energy supply available to the Utility Provider.
- 163 The Strata Company will not be liable to the Consumer if for any reason:
 - 163.1 the Utility Provider is unable to supply a Lot with Energy; or
 - 163.2 there is any disruption in the supply of Energy to a Lot.
- 164 Except in the case of an emergency when no prior notice will be required, on receipt of reasonable prior written notice an Owner must allow or provide to the Strata Company, the Utility Provider and their respective agents, representatives and contractors access to a Lot to facilitate the provision of Energy to the Strata Scheme or any part thereof and the maintenance of the Utility Infrastructure.
- 165 The Owners and Occupiers acknowledge that it is the intention of by-laws 154 to 164 inclusive to enable the provision of electrical power to the Strata Scheme in a manner that may:
 - 165.1 complement the environmental and sustainability aims of the Strata Scheme;
 - 165.2 result in electrical charges to the Strata Company and Consumers that are less than retail electricity rates; and
 - 165.3 the Owners and Occupiers must obtain the supply of electricity or other energy from the Utility Provider in order for it to be viable for the Utility Provider to install and operate the Utility Infrastructure and therefore obtain the benefits referred to in By-laws 165.1 and 165.2.
- 166 The Owners and Occupiers acknowledge and agree that, to the extent that any geothermal energy is provided as part of the Network Agreement, the basis upon which the geothermal energy will be charged is directly correlated to the cost of the electricity that would be required to generate the amount of geothermal energy that has been sold.

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Notices

- 150 A document required or authorised by the Act or the By-laws to be served by the Strata Company may be served in any manner authorised under the Act and the *Electronic Transactions Act 2003* (WA) and without limiting the generality of the foregoing may be served by electronic means including e-mail.

Screens

- 151 Lots 30, 64, 102 and 139 and any other Residential Lots required by the Development Approval, will be screened to comply with Residential Design Codes Volume 2 – Apartments AO 3.5.1 and the Owner must not change or alter these screens.

Bicycles, skateboards, etc

- 152 An Owner, Occupier or Guest must not:
- 152.1 permit any bicycle, scooter or motorcycle to be stored in the Common Property other than in the places (if any) determined by the Strata Company;
 - 152.2 permit any bicycle or motorcycle to be brought into any part of the Common Property other than those areas (if any) as may be designated by the Strata Company from time to time; and
 - 152.3 use any skateboard, roller blades or other like equipment on any part of the Common Property.

Employment of a Building Manager / Concierge

- 153 The Strata Company will at all times employ the services of a building manager and/or concierge for the purposes of assisting with the overall presentation, cleaning and maintenance of the Common Property. The role of building manager / concierge is envisaged to be an on-site position and the Council must prepare a statement of duties and is authorised to enter into all necessary agreements to ensure the smooth running of the Strata Scheme.

Utility Arrangements

- 154 The Original Owner on behalf of the Strata Company or the Strata Company may enter into the Network Agreement to secure the provision of Energy and Utility Infrastructure to the Strata Scheme by the Utility Provider.
- 155 The Original Owner or the Strata Company will endeavour to ensure that the Utility Provider must, where reasonably possible, deliver a supply of Energy to the Strata Scheme from the Utility Infrastructure or other renewable sources such as PV Systems and/or by purchasing electricity from wholesale electrical suppliers.
- 156 The Strata Company must grant the Utility Provider a licence to:
- 156.1 install the Utility Infrastructure on Common Property; and
 - 156.2 access those parts of Common Property necessary to operate and maintain any infrastructure relating to the Utility Infrastructure.
- 157 Pursuant to the Network Agreement, the Strata Company may agree to purchase all its Energy needs for the Common Property from the Utility Provider and pay all charges imposed by the Utility Provider for such supply and consumption.
- 158 The Owners and the Strata Company acknowledge and agree that:
- 158.1 despite any affixation or other attachment, the Utility Infrastructure is the property of and belongs to the Utility Provider and will at all times remain the property of the Utility Provider and will not vest in the Strata Company or other person or entity (whether legally, beneficially or otherwise);



Rules

- 138 The Strata Company may, from time to time, make, withdraw or amend rules on any matter regarding these By-laws.
- 139 Without limiting By-law 138 but subject to By-law 140, the Strata Company may make, withdraw or amend rules relating to any of the following:
- 139.1 use of the Common Property, including, entry onto the roof of the building to access any exclusive use area and hours of access for all Communal Recreational Areas (including imposing maximum numbers of Users which can utilise part of the Communal Recreation Area(s), at any given time);
 - 139.2 management of bookings for the Communal Recreational Areas;
 - 139.3 the affixing of external aerials;
 - 139.4 control of the vehicle access ways;
 - 139.5 car parking;
 - 139.6 use of the EV Charging Stations and associated charges;
 - 139.7 security;
 - 139.8 use of lifts, stairs and passageways;
 - 139.9 rubbish collection;
 - 139.10 charges relating to any security system and security keys; or
 - 139.11 Window Treatments.
- 140 Any rules made, withdrawn or amended under By-law 139 will not conflict with these By-laws and these By-laws will prevail over any of these rules to the extent of any inconsistency.

Dispute resolution

- 141 Should a dispute arise in relation to the operation of these By-laws, an Owner and the Strata Company will follow the procedures set out in By-laws 142 – 148 to resolve the dispute.
- 142 A party asserting a dispute will give to the other party a Dispute Notice.
- 143 The party receiving the Dispute Notice will respond in writing within 5 Business Days of receiving the Dispute Notice.
- 144 If the dispute is not resolved by the exchange of notices, then the parties will confer in the presence of an Independent Person and attempt to resolve the dispute.
- 145 The conference with the Independent Person will be held within 10 Business Days (or at a later time to meet the convenience of the Independent Person) from the date a notice convening the conference being sent by 1 of the parties.
- 146 Evidence of anything said or done in the course of attempting to settle a dispute is not admissible in subsequent proceedings.
- 147 During the dispute resolution process, the parties will continue to perform their existing obligations under the terms of the By-laws.
- 148 The Independent Person will determine which party or parties pay the costs of and incidental to the resolution of the dispute.
- 149 For the avoidance of doubt, an Owner or the Strata Company may elect not to comply with By-laws 141 to 148 and instead make an application to the State Administrative Tribunal in accordance with the Act to resolve a dispute in relation to the operation of these By-laws.

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- 135.5 spit, urinate or defecate in the Communal Recreational Areas;
- 135.6 use soap, detergent or any other substance that may foul or pollute any part of the Communal Recreational Areas;
- 135.7 climb up or onto any fence, partition, roof or raised object in the Communal Recreational Areas other than one expressly intended for that purpose;
- 135.8 enter or remain in the Communal Recreational Areas unless properly attired;
- 135.9 eat or take into the Communal Recreational Areas any food, drink or glass container (not including the BBQ areas);
- 135.10 permit any pet to enter the Communal Recreational Areas;
- 135.11 improperly use, damage or remove any furniture, fittings, equipment or chattels located in the Communal Recreational Areas;
- 135.12 tamper with any equipment in the Communal Recreational Areas; or
- 135.13 contravene any rules, including the Communal Recreational Area Rules, made by the Strata Company with respect to the areas.
- 136 The Building Manager or the Strata Manager:
- 136.1 may give directions and instructions to Users, with which Users must comply;
- 136.2 may close the Communal Recreational Areas, or part of it, at particular hours of the day or for particular periods of time;
- 136.3 may require a User to immediately leave the Communal Recreational Areas and the User must comply with that requirement;
- 136.4 may prohibit any User from entering and remaining upon Communal Recreational Areas where:
- (a) the User has not complied with the Communal Recreational Area Rules or the directions or requirements of the Council;
 - (b) it is necessary for the safety and well-being of other Users to do so;
 - (c) it is necessary to do so to clean, repair, maintain or upgrade the Communal Recreational Areas; and
 - (d) must use all reasonable endeavours to ensure compliance by Users with the Communal Recreational Area Rules.
- 137 The Strata Company may make rules to facilitate and permit the hire and booking of specific areas of the Communal Recreational Area(s) by:
- 137.1 imposing a fee in relation to such bookings;
- 137.2 imposing a deposit or similar security as a cleaning/damage bond;
- 137.3 requiring a certain period of notice be provided by an Owner;
- 137.4 restricting other Users from accessing any Communal Recreational Areas that are booked in accordance with this By-law;
- 137.5 imposing a maximum number of Authorised Users and Guests to utilise the booked Communal Recreational Area at any time; and
- 137.6 imposing any additional rules deemed necessary to ensure the booked Communal Recreational Areas are used in a safe and secure manner.

Communal Recreational Areas

- 128 Only Authorised Users and representatives of the Strata Company may enter, use and remain upon the Communal Recreational Area.
- 129 Subject to By-law 130, no more than 4 (four) Guests may enter, use and remain in the Communal Recreational Area at any time.
- 130 In respect of those Lots with access to the Private Dining Rooms and the Cocktail Lounge, no more than 8 (eight) Guests may enter, use and remain in those areas, at any time.
- 131 Every Owner or Occupier agrees to comply with, and procure each Authorised User to comply with, the Communal Recreational Area Rules.
- 132 Every Owner or Occupier agrees to, and procures each Authorised User to, not cause another Authorised User to breach the Communal Recreational Area Rules.
- 133 A breach of the Communal Recreational Area Rules by an Authorised User constitutes a breach of the Communal Recreational Area Rules by the Owner or Occupier who has permitted the Authorised User into the Strata Scheme.
- 134 To the fullest extent permitted by law every User:
- 134.1 acknowledges and agrees that whilst in or around the Communal Recreational Areas, the User does so entirely at the User's own risk;
 - 134.2 acknowledges and agrees that the Strata Company and the Owners of every Lot, including the Original Owner, are not liable for any loss, accident, injury or death that the User or any other person may suffer or sustain, including to property;
 - 134.3 releases the Strata Company and the Owners of the Lots, including the Original Owner, from all liability for any loss, accident, injury or death that the User may suffer or sustain; and
 - 134.4 indemnifies the Strata Company, its agents and employees and the Owners of the Lots, including the Original Owner, against all loss arising directly or indirectly from:
 - (a) any breach of the Communal Recreational Area Rules, including any breach by a Child for which the User is responsible or has the care of;
 - (b) any breach of the Communal Recreational Area Rules by a Guest of the User;
 - (c) any loss, accident, injury or death that the User or any Guest of that User or any Child for which the User is responsible or has the care of may suffer or sustain; and
 - (d) any use or misuse of the Communal Recreational Areas.
- 135 Every User must comply with the By-laws that apply to the Communal Recreational Areas and also must not:
- 135.1 use any part of the Communal Recreational Areas to the exclusion of other Users, subject to By-law 137;
 - 135.2 use any part of the Communal Recreational Areas for a commercial enterprise;
 - 135.3 enter or remain in the Communal Recreational Areas if under the influence of drugs or alcohol;
 - 135.4 behave in a loud, disorderly, immoral, abusive, riotous, indecent, obscene or aggressive manner either generally or in respect of any User;

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- 119.3 will be recorded in a log book by the Strata Company.
- 120 An Owner making a request for footage recorded by the CCTV must:
- 120.1 apply in writing to the Strata Company utilising an approved form; and
- 120.2 undertake to pay fees and costs associated with the recovery and replication of the footage. If such amounts are not paid, the Strata Company may recover this amount as a levy against the Owner.
- 121 Should the Strata Company authorise the Strata Manager to view images remotely via the intra net or similar, directly into an offsite monitoring control room, then a record of who accessed the footage, a notice of approval and permission and time sheet shall be kept in a log book and maintained on behalf of the Strata Company.
- 122 The Council may impose such restriction as may be reasonably required to ensure that recordings being viewed are limited for the purpose required for such viewing and that such recordings are kept secure and not copied, displayed or transmitted other than by operation of law of the relevant Authority.

Strata manager

- 123 The Strata Company shall:
- 123.1 employ the services of a professional strata manager for the purposes of administering the affairs of the Strata Company under the Act and these By-laws as may be required from time to time; and
- 123.2 enter into an agreement with a professional strata manager for these and other management purposes.
- 124 The Strata Company has the authority to:
- 124.1 negotiate and enter into a binding agreement or agreements with a strata manager;
- 124.2 negotiate variations to any such agreement; and
- 124.3 enforce or terminate any such agreement,
- as the Strata Company considers appropriate.
- 125 The Strata Company may terminate an agreement with a Strata Manager if:
- 125.1 the Strata Company has grounds to terminate the agreement under section 151 of the Act;
- 125.2 the Strata Company elects to terminate the agreement under section 115 of the Act; or
- 125.3 there are compelling reasons for the Strata Company to terminate the agreement, such as (without limitation) that the Strata Manager has behaved fraudulently or has demonstrated material incompetence or the like.
- 126 If the Strata Company terminates an agreement with a Strata Manager, the Strata Company shall, as soon as reasonably practicable, enter into an agreement with another strata manager in compliance with By-laws 123, 124 and 127.
- 127 Any strata manager appointed by the Strata Company must:
- 127.1 meet the requirements under Part 9 of the Act;
- 127.2 be a member of an appropriate strata management industry body;
- 127.3 have not less than five years strata management experience;
- 127.4 hold sufficient professional indemnity Insurance in accordance with the Regulations;
- 127.5 hold all funds belonging to the Strata Company on trust in accordance with section 148 of the Act; and
- 127.6 seek professional advice involving matters that concern the Strata Company that are not within the strata manager's area of expertise.

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Cleaning glass

- 109 An Owner will, at its cost, keep all glass surfaces, on both sides of its Lot clean (even though the external surface may be Common Property), provided that this may be done so safely and without reasonably foreseeable risk of injury to any person or other property.
- 110 The Strata Company must clean the external surfaces of:
- 110.1 such windows; and
 - 110.2 any part of the façade of the Building,
- where those windows and the façade are inaccessible to the Owner, as reasonably required, once a year (or at such other times as reasonably determined by the Council).

Inflammable substances

- 111 An Owner will not, without the prior written consent of the Strata Company to do so, use or store in its Lot or the Common Property any inflammable chemical, liquid or gas or other inflammable material, other than those substances used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

Cooking odours

- 112 Subject to clause 114, an Owner will not allow any cooking odours or cooking smoke to emanate from its Lot in any way that will disturb other Owners.
- 113 Without limiting By-Law 112, an Owner will ensure, to the extent reasonably possible, that any cooking odours or cooking smoke generated indoors are removed from its Lot by the exhaust systems provided for this.
- 114 Outdoor cooking is permitted within a Lot so long as excessive smoke (over and above that created by normal barbeque cooking) does not emanate from the Lot.

Plants

- 115 An Owner will ensure that any pot plant on their Lot is standing in a suitably sized dish that contains any water leaking from the pot plant.

CCTV

- 116 The Strata Company must install and maintain an electronic surveillance system including close circuit television (CCTV) at those locations within the Strata Scheme that it deems necessary for security of the Owners.
- 117 The CCTV will be continuously recorded with archived images stored until capacity of the recording device is reached. The recordings may be motion activated and all cameras which are recording shall be time and date stamped.
- 118 An affected Owner or the Strata Company must, in its application for footage recorded by the CCTV, first submit a police report to the Authorities. Should the police advise that they would like to view any available footage, the Owner or the Strata Company shall complete a request to view form that approves that they are willing to pay the costs associated with the collection and production of the available footage. The Council shall review the application and authorised the approved person to access and where applicable copy any footage as deemed necessary for the purposes of the application. Should footage be deemed to be irrelevant and no recording made the applicant shall be informed.
- 119 Images captured by CCTV may be streamed live, however access to recorded footage:
- 119.1 will be limited to the security contractor appointed by the Strata Company, the Strata Manager. Police officers and a person authorised by a Court of competent jurisdiction and upon written request to a law enforcement agency;
 - 119.2 may be granted to other persons on a case-by-case basis with the consent of the Council with each visit being supervised at all times; and

- 97.1 interfere with any safety equipment;
 - 97.2 obstruct any fire escape or emergency access route;
 - 97.3 use any fire safety equipment except in the case of an emergency and then in accordance with the purpose for which the fire safety equipment is designed; or
 - 97.4 penetrate or otherwise undertake any work in relation to the front door of the Lot without the Strata Company's consent.
- 98 An Owner will ensure, at the Owner's cost, that:
- 98.1 adequate fire protection exists within its Lot; and
 - 98.2 its Lot is maintained so as to prevent the spread of fire into any other Lot or the Common Property.

Balcony

- 99 An Owner will ensure that the balcony of its Lot is maintained in a reasonably clean and tidy state.
- 100 An Owner will not:
- 100.1 enclose or add any blinds, awnings or other material to the terrace or balcony of its Lot;
 - 100.2 erect any structures on the balcony of its Lot;
 - 100.3 use the balcony of its Lot to store any items or materials on a permanent or semi-permanent basis; or
 - 100.4 install a gas bayonet on the balcony of its Lot;
- without the prior written consent of the Strata Company to do so.
- 101 An Owner will not hang any washing, towel, bedding, clothing or other article on any part of the balcony of its Lot in such a way as to be visible from the street or any other public place.

Window Treatments

- 102 An Owner will not:
- 102.1 install any Window Treatments; or
 - 102.2 install, remove, renovate or replace any Window Treatments,
- on its Lot visible from outside the Building unless the Window Treatments have white backing material or have been approved by the Strata Company.
- 103 In giving an approval under By-law 102, the Strata Company will ensure as far as practicable that Window Treatments used in all Lots present a uniform appearance.

Taps

- 104 An Owner will promptly repair any leaking taps or faucets in its Lot.
- 105 An Owner will not waste water and will see that all water taps in its Lot are promptly turned off after use.
- 106 Should its Lot be unoccupied for a period of more than 1 month, an Owner will ensure that the stopcock or such other similar device on the hot water system is turned off during that period.

Moving furniture

- 107 An Owner will not move any furniture or large object through the Strata Scheme unless it has given the Strata Company sufficient notice of this to enable the Strata Company to organise appropriate supervision.
- 108 Without limiting By-law 107, an Owner must inform the Strata Company or Strata Manager when it intends to move in or move out of its Lot and must comply with all directions of the Strata Company or Strata Manager in relation to this. The Owner must ensure that any furniture removalists (or other contractors) that it engages also comply with the directions of the Strata Company or Strata Manager.

Storage units

- 85 An Owner will not permit any poisonous, toxic, explosive or other dangerous chemicals or substances to be stored in the storerooms that form a part of their Lot.

Temporary Building

- 86 An Owner will not erect any temporary outbuilding, shed or other building or improvement of any kind on any part of the Common Property, except with the prior written consent of the Strata Company to do so.
- 87 An Owner will not use, as a temporary or permanent residence, any garage, trailer, camper, motor home or recreational vehicle within the Common Property.

Security

- 88 An Owner will not do or permit anything to be done which may prejudice the security or safety of:
- 88.1 any Lot; or
 - 88.2 the Common Property.
- 89 The Strata Company may restrict access to the car parking areas and other parts of the Strata Scheme by means of a proximity card reader system for the purposes of securing the Strata Scheme from intruders and to preserve the safety of the Strata Scheme from fire and other hazards.
- 90 An Owner is responsible in making available security devices to any of its visitors to the Strata Scheme.
- 91 An Owner will:
- 91.1 not duplicate or permit the duplication of any security devices without the consent of the Strata Company to do so;
 - 91.2 take all reasonable steps to prevent their loss or transfer;
 - 91.3 immediately notify the Strata Company if any security device is lost or destroyed; and
 - 91.4 meet the full cost of all replacements or recoding in respect of any lost keys, security devices or remote controls.
- 92 All security equipment installed on the Common Property, including CCTV equipment, and used in connection with the provision of security for the Common Property will:
- 92.1 remain the property of the Strata Company;
 - 92.2 be maintained at the cost of the Strata Company; and
 - 92.3 must not be obstructed or interfered with by any Owner or Occupier.
- 93 The Strata Company will not be responsible to an Owner for any failure of the security systems referred to in By-law 92 and an Owner will not make any Objection to this.

Internal Security

- 94 An Owner may, at its cost, install a security system within its Lot, provided that it does not have an audible alarm system and it does not interfere with any equipment, system or device (of any kind) in:
- 94.1 another Lot; or
 - 94.2 the Common Property.

Fire Safety

- 95 The Strata Company will (if required) develop a fire management plan that complies with the requirements of the Fire and Emergency Services Authority of Western Australia, or any other statutory authority having similar responsibility.
- 96 An Owner will comply with any fire management plan under By-law 95.
- 97 An Owner will not:

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- 76 The Council will be entitled to refuse to give its consent under By-law 73 if the Council forms the opinion, on reasonable grounds, that the intended keeping of the relevant Pet will, or is likely to, do any of the following:
- 76.1 adversely impact on the health or hygiene of other Owners;
 - 76.2 interfere with the peaceful and quiet enjoyment of other Owners;
 - 76.3 otherwise result in a breach of these By-laws; or
 - 76.4 breach any applicable laws or regulations.
- 77 Without limiting By-law 73, an Owner will ensure that the keeping of any Pet by the Owner in its Lot does not:
- 77.1 adversely impact on the health or hygiene of other Owners;
 - 77.2 interfere with the peaceful and quiet enjoyment of other Owners;
 - 77.3 otherwise result in a breach of these By-laws; or
 - 77.4 breach any applicable laws or regulations.
- 78 Without limiting By-law 73, an Owner will be responsible for the health, hygiene, supervision and control of any Pet kept in the Owner's Lot.
- 79 If an Owner breaches either or both of By-laws 73 or 77, the Council may:
- 79.1 require the relevant Pet to be removed from the Strata Scheme; or
 - 79.2 impose conditions on the relevant Pet remaining in the Strata Scheme.
- 80 The Council may require the relevant Pet to be removed from the Strata Scheme if any further conditions in By-law 79.2 are breached and the relevant Owner must comply with such a request.
- 81 Without limiting By-law 73:
- 81.1 an Owner may only enter the Common Property with a Pet for the purpose of access to and from its Lot;
 - 81.2 an Owner will ensure that any mess made by its Pet on Common Property is promptly cleaned up, at the Owner's cost; and
 - 81.3 By-laws 73 – 81 are subject to section 46(h) and (i) of the Act.

Antennas and aerals

- 82 An Owner will not erect any television antenna, receiving aerial, transmitting device or any other similar item on its Lot or the Common Property without obtaining the prior written consent of the Strata Company to do so.

Garbage disposal

- 83 An Owner will:
- 83.1 dispose of any garbage, trash or other waste in the rubbish bins located in the bin store on the ground floor. If bulk waste cannot be broken down to fit in the rubbish bins it is the Owner's responsibility to dispose of bulk rubbish;
 - 83.2 use any garbage disposal system installed in or operated at the Strata Scheme to remove garbage, trash or other waste associated with its Lot;
 - 83.3 comply with all local government authority by-laws and ordinances relating to garbage disposal;
 - 83.4 ensure that any waste that is transported and placed in the garbage disposal system is wrapped and sealed so as not to cause offensive odours or unsanitary conditions; and
 - 83.5 ensure that the health, hygiene and comfort of others present in the Strata Scheme is not adversely affected in doing so.
- 84 The Owners acknowledge that they may be required to share rubbish bins. If so, the Owners must share the rubbish bins in a reasonable manner as determined by the Strata Company.

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- 65.4.1 any activities that are illegal (as may be from time to time) including, without limitation, prostitution; or
- 65.4.2 the manufacture, storage or vending of goods from its Residential Lot; and
- 65.5 the Owner does not erect any signs on any part of its Residential Lot except as authorised under By-laws 42 - 44.
- 66 By-law 65 does not permit a person to operate a business associated with the provision of accommodation from the Residential Lot (such as short stay rental).
- 67 The restrictions in By-law 65 do not apply to the Original Owner (or any of its consultants) within 2 years of registration of the Plan at Landgate and the creation and issue of a separate indefeasible title for the Property.

Floor loading

- 68 No Owner will do anything that will result in excessive stress or floor loading to any part of its Lot or the Common Property.

Noise transmission

- 69 Each Owner will ensure that all floor space within its Lot is covered or otherwise treated with materials approved by the Strata Company to an extent sufficient to prevent the transmission of noise likely to disturb other Owners. If the Strata Company determines that an Owner is not complying with this By-law, the Strata Company may (without limiting any of the Strata Company's other rights) issue the Owner with a notice requiring the Owner to advise the Strata Company of the rectification works that it proposes to undertake within 14 days (Rectification Works). The Rectification Works must comply with all Australian Standards and the Building Code of Australia as applicable to sound proofing. The Owner must arrange for the Rectification Works to be completed within 14 days of the Strata Company approving these Rectification Works.
- 70 Each Owner will:
- 70.1 to the extent reasonably possible, only use suitable footwear in its Lot; and
- 70.2 if necessary, ensure that at all times all furniture in its Lot is fitted with suitable floor pads, that will prevent the transmission of noise likely to disturb any other Owner.

Water closets

- 71 An Owner will not use any water closets, conveniences and other water apparatus for any purposes other than those for which they are constructed.
- 72 Without limiting By-law 71, an Owner will not use any water closet to dispose of any sweepings, rubbish or any other substance which the water closet was not designed, or intended to be used, for the disposal of.

Keeping of Pets

- 73 An Owner may keep, without the consent of the Strata Company (but must notify the Strata Company in writing of full details of the Pet):
- 73.1 fish, in an enclosed aquarium;
- 73.2 one caged bird;
- 73.3 one Small Dog; and
- 73.4 one cat.
- 74 An Owner must obtain the prior written consent of the Council before that Owner keeps:
- 74.1 any other type of animal including a dog which is not a Small Dog; or
- 74.2 more than one dog, cat, caged bird or combination thereof at the same time.
- 75 Without limiting By-law 76, the Council will act reasonably when requested to give its consent under By-law 73.

Visitor Parking

- 54 Subject to Schedule 1, By-law 133, an Owner will not park or stand any motor vehicle or other vehicle on a Visitor Car Bay.
- 55 The Visitor Car Bays are restricted for use by invitees of a Lot for 8 hours at a time only.
- 56 An Owner will ensure that any of its visitors to the Strata Scheme only use the Visitor Car Bays for its intended purpose of casual parking which is limited to a maximum time period of 8 hours.
- 57 The Strata Company may make Rules, display signs and enforce such Rules relating to parking in the Visitor Car Bays as it reasonably requires including vehicle barricading and towing away offending vehicles.

ACROD Parking

- 58 An ACROD Parking Bay must only be used by a visitor who is a holder of a current ACROD permit for temporary parking purposes.

Use of Residential Lots

- 59 Subject to By-laws 60, 61, 62 and 63, an Owner must use its Residential Lot as a residence.

Leasing of Residential Lots

- 60 Subject to By-law 61, an Owner may grant a lease or similar occupancy right over its Residential Lot to a residential tenant that uses the Lot as its settled or usual place of abode.
- 61 Any lease or occupancy right granted under By-law 60 may only be granted for a fixed period that is equal to or greater than 3 months or as a periodic residential tenancy unless such lease or occupancy right is granted by the Original Owner.
- 62 For the avoidance of doubt, an Owner of a Residential Lot (other than the Original Owner) is not entitled to, and will not grant, any lease or similar occupancy right over its Lot on a short term or holiday letting basis.
- 63 Without limiting By-law 60, if an Owner of a Residential Lot grants a lease or similar non-short stay occupancy right for its Lot, the Owner will:
- 63.1 promptly give the Strata Company notice of the full name of each tenant and details of the Owner's managing agent for its Lot (if any);
 - 63.2 ensure that the tenant signs a valid lease containing an enforceable covenant to comply with these By-laws;
 - 63.3 give the tenant a copy of the Strata Company's By-laws; and
 - 63.4 subject to any law, ensure that the lease can be terminated if the tenant or occupant does not comply with these By-laws.
- 64 For the avoidance of doubt, a Residential Owner (other than the Original Owner) that has granted a lease of its Lot must not access the Common Property (including without limitation, the Communal Recreational Areas) whilst that lease is in place other than in conjunction with the valid exercise of the Owners rights as landlord under a lease).

Conducting a business from Residential Lots

- 65 An Owner may conduct a business from its Residential Lot but only if:
- 65.1 the Owner does not invite customers of the business to visit the Residential Lot for the purpose of conducting the business or erect any signage in relation to the business on the Lot or the Common Property;
 - 65.2 the conduct of the business from the Residential Lot does not breach any local government authority by-law or regulation;
 - 65.3 the conduct of the business does not cause any inconvenience to other Owners;
 - 65.4 the business does not involve:

- 50.1 carry out any repairs or maintenance to a motor vehicle;
 - 50.2 use the lot that the person owns, occupies or resides in for the purposes of washing a motor vehicle; or
 - 50.3 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.
- 51 Without the prior written approval of the Council, an Owner will not:
- 51.1 grant a lease of its car bay or storage area to any person other than an Occupier of the Owner's Lot; or
 - 51.2 allow the car bay to be used by anyone other than the Owner or Occupier of the entire Lot;
 - 51.3 access another Owner's car bay with a vehicle, unless:
 - 51.3.1 this is reasonably required to allow vehicular access or egress from the Building;
 - 51.3.2 the relevant Owner takes reasonable steps to ensure that no damage is caused to any other vehicle parked in that car bay; and
 - 51.3.3 there is no interference with any other Owner's reasonable use and enjoyment of its car bay.
- 52 In respect of repairs, renewal or replacement required to be made to the electric vehicle charging equipment located within an Owner's car bay:
- 52.1 each Owner is responsible for organising repairs, renewal or replacement of its electric vehicle charging equipment; and
 - 52.2 each Owner must:
 - 52.2.1 advise the Strata Company of proposed repairs or replacement of its electric vehicle charging equipment prior to carrying out any repairs, renewal or replacement; and
 - 52.2.2 engage the individual or organisation specified by the Strata Company to complete the repairs, renewals or replacement, at the sole cost of the Owner to which the repairs renewals or replacement of the electric vehicle charging equipment is required.

Vehicles

- 53 An Owner will not do any of the following:
- 53.1 park or stand any motor or other vehicle on any part of the Common Property that is not designated on the Plan or by the Strata Company for this purpose;
 - 53.2 drive, permit to be driven or park any vehicle in excess of 2.5 tonnes weight on or over the Common Property other than any vehicle necessary to complete the authorised construction, occupation or vacation of any Lot;
 - 53.3 drive, permit to be driven or park any boat, trailer, caravan, campervan or mobile home on over the Common Property;
 - 53.4 drive or control any vehicle in a dangerous or excessively loud manner;
 - 53.5 drive or control any vehicle at a speed in excess of 5 kilometres per hour on the Common Property; or
 - 53.6 conduct repairs on or restorations to any vehicle, on any portion of the Common Property,
- unless it has obtained the prior written consent from the Strata Company to do so.

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Please note: As stated in the *Strata Titles Act 1985* (Act) section 59 the Registrar of Titles is not obliged to examine scheme by-laws lodged for registration for compliance with the Act, it must not be presumed that because the Registrar of Titles has registered scheme by-laws, the by-laws are valid or enforceable and the State does not guarantee the validity or enforceability of scheme by-laws.

40.3 the parking areas provided.

Display Lots

- 41 The Original Owner and any of its consultants may use any Lot owned by the Original Owner or the Common Property for the purposes of display to prospective purchasers of that or other Lots or business activities and may display signage, insignia and other fixtures and fittings on those Lots and the Common Property for these purposes.

Signage

- 42 An Owner will not display any sign, advertisement, placard, banner, for sale sign or for lease sign on any part of its Lot or the Common Property without the prior written consent of the Strata Company to do so. In relation to for sale or for lease signs, the Owner must also obtain the consent of the Original Owner for 12 months from the date of registration of the Plan (which consent may be withheld by the Original Owner in its absolute discretion).
- 43 Without limiting By-law 42, all signage erected, installed or affixed within any Lot or Common Property will be in accordance with the requirements and regulations of any appropriate government agency and of the Strata Company.
- 44 By-laws 42 and 43 are subject to By-law 41.

Smoking on Common Property

- 45 An Owner will not smoke tobacco or any other substance on the Common Property.
- 46 Subject to By-law 45 and section 83 of the Act, an Owner may smoke tobacco within the confines of its Lot.
- 47 In relation to By-law 46, an Owner must:
- 47.1 ensure that smoke does not enter the Common Property or any other Lot, including, without limitation, when smoking on the balcony of its Lot; and
 - 47.2 take all reasonable action to ensure that any smoking does not disturb other Owners.

Use of Lifts

- 48 An Owner will:
- 48.1 at all times adhere to the lift loading limits;
 - 48.2 only use the lifts for the transportation of furniture and equipment:
 - 48.2.1 with the consent of the Strata Company to do so;
 - 48.2.2 between the times approved by the Strata Company; and
 - 48.2.3 as directed by the Strata Company;
 - 48.3 use protective curtains and padding provided by the Strata Company when transporting furniture and equipment to protect the lift walls, floors and roof;
 - 48.4 not eat food or drink beverages of any kind in the lifts or foyer area; and
 - 48.5 only transport food or drink in the lifts if it is securely wrapped and sealed so that it will not spill or damage the lifts or the Common Property.

Use of Car Bays

- 49 An Owner will not:
- 49.1 without limiting section 87 of the Act, erect any structure on or within the boundary of the Owner's car bay; or
 - 49.2 otherwise use or allow any Occupier of its Lot to use the Owner's car bay in such a way, that may limit reasonable pedestrian access to or from any other Owner's storage room or reasonable vehicular access to or from any other Owners' car bay.
- 50 An Owner or Occupier must not;

- 31.2 for Works to its Lot that are not the type of Works that require the approval of the Strata Company under section 87(2) of the Act, the Owner has obtained the prior written approval of the Council to carry out the Works to its Lot,
- in which case, the Owner will only carry out the Works to its Lot as follows:
- 31.3 in accordance with the reasonable requirements and directions of the Strata Company;
- 31.4 at the Owner's cost;
- 31.5 in accordance with the laws and requirements of all relevant authorities;
- 31.6 in a proper and workmanlike manner and with good quality materials;
- 31.7 without causing any damage to any other Lot or any Common Property;
- 31.8 without interfering with any Works being undertaken by any other Owner or the Strata Company; and
- 31.9 in compliance with By-laws 88 – 93.
- 32 While an Owner is carrying out Works under By-law 31, the Owner will ensure that there is current insurance in respect of those Works as follows:
- 32.1 public liability insurance for at least \$20,000,000 or any higher amount required by the Strata Company; and
- 32.2 any insurance required by law for persons employed in connection with those Works.
- 33 If requested by the Strata Company, an Owner carrying out Works under By-law 31 will give the Strata Company evidence that By-Law 32 has been complied with.
- 34 An Owner will immediately advise the Strata Company if any insurance policy referred to in By-Law 32 is cancelled.
- 35 An Owner will ensure that any access to and from its Lot for the purposes of carrying out Works under By-law 31 will:
- 35.1 be via the access points and lifts designated by the Strata Company from time to time; and
- 35.2 be in compliance with By-law 48.
- 36 An Owner will not leave any security door or gate for the Strata Scheme open while the Owner is carrying out Works under By-law 31.
- 37 An Owner will make good any damage to the Common Property which occurs as a result of any:
- 37.1 works to its Lot by the Owner; or
- 37.2 access over the Common Property for the purposes of conducting these Works.
- 38 For the avoidance of doubt, By-laws 31 – 37 do not apply to the Original Owner.

Private Roads

- 39 An Owner will not unreasonably obstruct (meaning to block access or egress through) any:
- 39.1 private roadways on the Strata Scheme;
- 39.2 private pathways on the Strata Scheme;
- 39.3 private drives on the Strata Scheme;
- 39.4 easement giving access to the Strata Scheme; or
- 39.5 fire exits or exit paths.
- 40 Without limiting by-law 39, an Owner will only use the roadways, pathways, drives and access easements referred to in clause 39 for access to and from:
- 40.1 its Lot;
- 40.2 the Common Property; and

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Please note: As stated in the *Strata Titles Act 1985* (Act) section 59 the Registrar of Titles is not obliged to examine scheme by-laws lodged for registration for compliance with the Act, it must not be presumed that because the Registrar of Titles has registered scheme by-laws, the by-laws are valid or enforceable and the State does not guarantee the validity or enforceability of scheme by-laws.

- 21 An Owner will not make any Objection in relation to By-laws 19 and 20 unless such matters materially affect the Owner's use and enjoyment of its Lot or cause the Owner to suffer financial loss.
- 22 The Strata Company will take reasonable measures to minimise any disturbance to an Owner in relation to By-laws 19 and 20.

No interference

- 23 An Owner will:
- 23.1 obey all reasonable directions of the Strata Company regarding use of the Common Property; and
- 23.2 not obstruct the Strata Company in exercising its control over the Common Property.
- 24 An Owner will not make any Objection to the Strata Company exercising its rights under By-law 23.

Obligation to notify

- 25 An Owner will give the Strata Company prompt notice of any accident to, or defect in, any Common Property.

Instructing contractors

- 26 An Owner will not instruct any contractor or employee engaged by the Strata Company regarding Works to the Common Property unless the Owner has obtained the prior written consent of the Strata Company to do so.
- 27 An Owner who breaches By-law 26 will:
- 27.1 be responsible for payment to the Strata Company of any additional cost to the Strata Company arising from this breach;
- 27.2 if the Strata Company requires the Works to be removed or altered as a result of this breach, be responsible for the cost of removing, or altering the Works (and Schedule 1 By-Law 5 will apply to those costs); and
- 27.3 indemnify the Strata company from any cost, claim, liability or harm incurred or suffered by the Strata Company as a result of the breach.

Maintenance

- 28 An Owner will be responsible for the maintenance of its Lot.
- 29 Any maintenance of Lots or Common Property will, where reasonably possible in the circumstances, only be carried out by the use of natural products that do not contain toxic or poisonous chemicals.
- 30 An Owner will ensure that its Lot is kept and maintained to a high standard including, without limitation:
- 30.1 all landscaped areas in its Lot are to be maintained by appropriate pruning and the removal and replacement of any dead growth, plants and shrubs;
- 30.2 cobwebs are to be regularly removed from any part of its Lot; and
- 30.3 any exterior timber on any part of its Lot is to be painted (in the same colour or in a different colour with the prior written approval of the Strata Company), varnished or oiled on a regular basis (as appropriate).

Works

- 31 An Owner must not carry out Works to the Owner's Lot, unless:
- 31.1 an Owner is authorised by the Strata Company to carry out Works to its Lot as referred to in section 87(2) of the Act; or

- 12.2.3 carry out work in conjunction with or to any adjoining Lot which cannot be reasonably undertaken without access from or through the Lot;
 - 12.2.4 undertake work which the Owner has failed to carry out in breach of its obligations under these By-laws or has failed to complete in a workmanlike manner; and
 - 12.2.5 remove unauthorised work, additions, alterations or signs, undertaken or installed by an Owner in breach of its obligations under these By-laws.
- 13 The Strata Company may make agreements, on terms determined by the Strata Company, with statutory or other relevant authorities, or persons, including without limitation, the suppliers of the Facilities or Services, in relation to the provision of the Facilities or the Services to the Lots and the Common Property.
- 14 The Strata Company reserves the right to maintain the Facilities and the Services to the Lots and to the Common Property by having those Facilities and / or Services passed through, under or above the Lots and will have access to those Facilities and / or Services for the purpose of maintenance, repair or replacement or to provide additional Facilities or Services.

Building Works

- 15 The Strata Company reserves the right to carry out any building Works on the Common property and to the Buildings.
- 16 The Strata Company may:
 - 16.1 repair, renovate or maintain any Buildings or Common Property;
 - 16.2 alter the Common Property, including its size, nature and arrangements;
 - 16.3 extend or alter any of the Buildings; or
 - 16.4 alter the access to the Buildings or to the Lots, including for pedestrians or for vehicles.
- 17 The building Works must be undertaken for a proper purpose, which proper purposes may include to improve:
 - 17.1 the appearance, quality or physical arrangement of the Buildings or the Common Property; or
 - 17.2 the convenience, safety or security of Owners and others when using the Buildings and Common Property.
- 18 In carrying out the Works, the Strata Company must use reasonable endeavours to minimise inconvenience or nuisance to the Owner's use and enjoyment of their Lot.

Right of access

- 19 Subject to By-law 20 and section 65 of the Act, an Owner will, on receiving a notice from the Strata Company to do so, allow the Strata Company or any of its contractors, sub-contractors or other authorised representatives, including, without limitation, the builder that constructed the Lots, access to its Lot to enable any or all of the following:
 - 19.1 the reading of meters on the Common Property;
 - 19.2 the maintenance of any Common Property; or
 - 19.3 the carrying out Works on the Common Property,in connection with the Strata Company exercising its rights and performing its duties.
- 20 The Strata Company is not required to give notice to an Owner under By-law 19 if, in the reasonable opinion of the Strata Company, there is an emergency.

- 6.7 must not modify, alter or erect or carry out any Works to the facades of the Building without the prior written approval of the Strata Company; and
- 6.8 if required in writing by the Strata Company, notify the Strata Company of any mortgage or other dealing in connection with its Lot.

Common Property

- 7 Subject to sections 63 and 64 of the Act, an Owner will not do any of the following:
 - 7.1 conduct any Works to;
 - 7.2 obstruct;
 - 7.3 alter;
 - 7.4 mark;
 - 7.5 paint;
 - 7.6 drive nails or screws into;
 - 7.7 apply bolts or other fasteners into; or
 - 7.8 otherwise damage or deface,the Common Property unless it has obtained the prior written consent of the Strata Company to do so.
- 8 Anything done to the Common Property by an Owner or under By-Law 7 will, unless otherwise agreed by the Strata Company, be repaired and maintained by the relevant Owner (from time to time).

Facilities and Services

- 9 Any Facilities or Services that relate to an Owner's Lot are the sole responsibility and liability of the respective Lot Owner to repair, maintain and replace as required, irrespective of whether the Facilities or Services run through the Common Property or another Lot.
- 10 An Owner must comply with the Strata Company's reasonable instructions regarding the use of the Facilities and the Services and must not interfere with or allow anything to be done which might impair the efficient operation of any of the Facilities and the Services.
- 11 The Strata Company has no liability to the Owner, including any client, customer or invitee of the Owner, for financial loss or inconvenience, including any damages, because:
 - 11.1 any of the Facilities or Services are out of order and are not functioning properly or at all; or
 - 11.2 any of the Facilities or Services are temporarily stopped or interrupted pending inspection, repair, maintenance, replacement or any other cause.
- 12 The Strata Company, and persons authorised by the Strata Company, may after providing reasonable notice, enter any Lot to:
 - 12.1 inspect the condition and state of repair of the Lot or the Services or the Facilities;
 - 12.2 carry out any repairs, including maintenance, installations, alterations, replacement or renewal in respect of the Buildings, the Lot, the Services or the Facilities to or situated in the Lot, in order to:
 - 12.2.1 undertake work which the Strata Company is required or desires to carry out; and
 - 12.2.2 comply with the Act, any written law and the requirements of any relevant Authorities;



Conduct by-laws

Behaviour

- 1 An Owner will not do any of the following:
 - 1.1 use its Lot for any purpose that may be illegal, immoral or which may injure the reputation of the Strata Scheme;
 - 1.2 deposit or throw on the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment by any other person using the Common Property;
 - 1.3 interfere with the peaceful and quiet enjoyment of other Owners;
 - 1.4 behave in an unseemly, improper, disorderly or riotous manner;
 - 1.5 be inadequately clothed when on Common Property; or
 - 1.6 swear or use any indecent, obscene or abusive language on or audible from the Common Property.

Noise

- 2 An Owner will not make unreasonable noise likely to interfere in any way with the peaceful enjoyment by other Owners of their Lots or the Common Property after 8.00pm Sunday to Thursday (inclusive) and after 10.00pm on a Friday or Saturday and before 8.00am on any day.
- 3 Without limiting By-law 2, an Owner will not do any of the following:
 - 3.1 hold any social gathering in its Lot;
 - 3.2 operate any plant or machinery on the Lot;
 - 3.3 operate any radio, television or sound producing equipment, in any way which will unreasonably disturb other Owners.
- 4 In the event of any unavoidable noise in a Lot at any time, an Owner will take all practical steps to minimise annoyance to other Owners by closing all doors, windows and curtains in its Lot and doing anything else that is appropriate in the circumstances.
- 5 All Owners acknowledge that:
 - 5.1 the Strata Scheme is a residential / commercial development; and
 - 5.2 the quiet enjoyment of the Strata Scheme, the Common Property and the Lots may be impacted by noise and activity associated with the commercial area of the Strata Scheme and / or local activities on adjacent sites.

Duties of Owners

- 6 An Owner will:
 - 6.1 comply with all relevant laws and regulations regarding the use and occupation of its Lot;
 - 6.2 promptly carry out all work that may be ordered by any competent public authority or local government in respect of its Lot;
 - 6.3 pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of its Lot;
 - 6.4 repair and maintain its Lot including, by replacing in a timely fashion those parts of its Lot that are beyond repair or have become a nuisance or hazard;
 - 6.5 keep its Lot in a state of good repair and free from vermin and insects;
 - 6.6 promptly notify the Strata Company on any change of ownership, including in the notice an address of the Owner for service of notices and other documents under the Act;



Development Approval

- 127 By-laws 122 - 126 have been made at the request of the Town and cannot be amended or repealed without the consent of the Town.
- 128 The Strata Company and the Owners must comply with the development approval relating to the development of the Strata Scheme and any subsequent amendments to the applicable planning approvals.

Public Charging Stations for Electric Motor Vehicles

- 129 There may be a provision for EV Charging Stations to be located in the public car park. The provision of electricity through the EV Charging Stations will be operated and managed by a third party service provider.
- 130 The EV Charging Stations are available for use by members of the public and Owners and Occupiers.
- 131 An Owner or Occupier may need to sign an agreement with a third party provider to use the EV Charging Stations and the terms of that agreement may require the Owner or Occupier to pay fees and usage charges to the third party provider.
- 132 The Strata Company may enter into an agreement with a third party in respect of the EV Charging Stations and the Strata Company may do so on such terms and conditions that it reasonably requires.
- 133 Subject to By-law 131, the EV Charging Stations can be used by Owners and Occupiers. Terms of use are as follows:
- 133.1 maximum allowed time to charge will be up to 4 hours. The car must be removed after this time; and
- 133.2 the Strata Manager will manage access arrangements including limiting use of the EV Charging Stations to certain drivers and monitoring energy use.
- 134 Any revenue received by the Strata Company in association with the operation of the EV Charging Stations shall be regarded as general revenue to the Strata Company and will be deposited in the administrative fund unless otherwise determined by the Strata Company.
- 135 To the extent that there is no third party operator of the EV Charging Stations, Owners and Occupiers must pay the Strata Company any costs associated with the use of the EV Charging Stations and any other amounts the Strata Company considers appropriate, from time to time.

Financial Year

- 136 The Financial Year for the Strata Company is the period of 12 months ending on the day before the anniversary of registration of the Scheme Plan.

- 119.1 the Strata Company and any of its employees, contractors, agents or representatives may access its Lot to cause the planter boxes to be maintained at the cost of the Owner; and
- 119.2 those costs may be recovered by the Strata Company under By-law 5.
- 120 The Strata Company will take reasonable measures to minimise any disturbance to the Owner in relation to By-law 119.1.
- 121 An Owner will, on receiving a notice from the Strata Company to do so, allow the Strata Company or any of its contractors, sub-contractors or other authorised access to its Lot to inspect any planter boxes installed in its Lot as reasonably required by the Strata Company.

Community Benefit Items

- 122 The Strata Company must:
- 122.1 ensure that the toy library forming part of the Community Benefit Items is available for use by the general public during the hours of 9:00 am – 5:00 pm on weekdays, subject to the reasonable direction and access control of the Strata Company;
- 122.2 ensure that the car parking bays forming part of the Community Benefit Items are available for use by the general public during the hours of 6:00 am – 8:00 pm on weekdays, subject to the reasonable direction and access control of the Strata Company;
- 122.3 ensure that the public park forming part of the Community Benefit Items is available for use by the general public from sunrise to sunset daily, subject to the reasonable direction and access control of the Strata Company; and
- 122.4 maintain and operate the Community Benefit Items to a standard that is satisfactory to the Town (acting reasonably).

Aged Care Services Lot

- 123 The Aged Care Services Lot or any part thereof must not be used for any purpose other than aged care services and any change in use must be approved in writing by the Town.
- 124 The Strata Company must ensure that the Aged Care Services Lot or any part thereof is not used for any purpose other than aged care services.

By-laws for the benefit of the Town

- 125 The Town may require the Strata Company to enter into:
- 125.1 a public access easement over the Common Property to enable the public to access the Community Benefit Items (**Access Easement**);
- 125.2 an access easement to the benefit of the Town over the Common Property to enable the Town access to the lower ground floor for waste collection purposes (**Waste Access Easement**);
- 125.3 one or more deeds between the Strata Company and the Town to provide for the rights and obligations between the Town and the Strata Company as specified in the Development Approval (**Strata Deeds**).
- 126 The Strata Company and each Owner agrees to do all acts and things necessary on the part of the Strata Company and the Owner to facilitate:
- 126.1 the execution and registration of the Waste Access Easement and the Access Easement; and
- 126.2 the execution of the Strata Deeds.

- 110 An Owner will not do anything that will increase the insurance premium under any insurance policy under By-law 108, without the prior written consent of the Strata Company.
- 111 By-laws 108 – 110 do not limit an Owner's rights under section 99 of the Act.
- 112 For the purposes of section 98 of the Act, the Strata Company may pass on any increase in its insurance premiums to the relevant Owner by way of increased levy contributions or any other form of reimbursement.

Grease Trap(s) - Exclusive Use

- 113 The Commercial Lot Owners of the Grease Trap Lots (**GT Lot Users**), are given the exclusive right to use that part of the area shown hatched and being the grease trap enclosure on the plan comprising Annexure A to these By-laws (**Grease Trap Area**) to enable the GT Lot Users to use the Grease Trap Area in connection with the permitted use of the Grease Trap Lots.
- 114 The GT Lot Users must (which requirements are joint and several upon them):
- 114.1 keep the Grease Trap Area in a clean and tidy condition and free from rubbish;
 - 114.2 maintain the Grease Trap Area in a manner that is in keeping with the quality, standard and maintenance levels of the scheme, including but not limited to the regular pumping out and servicing of the grease trap and the maintenance of all fixtures and fittings, and general cleanliness;
 - 114.3 allow the Strata Company access to the Grease Trap Area to enable the Strata Company to undertake any repair, maintenance or cleaning required by the Strata Company or undertaken by the Strata Company if it has given the GT Users 14 days prior written notice to rectify a matter and that matter has not been rectified; and
 - 114.4 pay equally the costs associated with the use, repair, maintenance, cleaning and insurance of the Grease Trap Area as determined by the Strata Company within fourteen (14) days of demand by the Strata Company, and on demand following non-payment by either party, pay that party's share of such costs within fourteen (14) days of such further demand, in which case the party paying has the right to pursue the non-paying party for its share of the costs.
- 115 The proprietors of the Grease Trap Lots have, in relation to their respective Lot:
- 115.1 the special privilege of installing and keeping the plumbing fixtures (including grease traps and exhaust ducts) on the Common Property; and
 - 115.2 the exclusive use of the Common Property consisting of those plumbing fixtures and the cubic space occupied by them.

Planter boxes

- 116 An Owner will ensure that its Lot is kept and maintained to a high standard and all planter boxes within its Lot are adequately watered and maintained by appropriate pruning and the removal and replacement of any dead growth, plants and shrubs, at the sole cost of the Owner.
- 117 If an Owner does not comply with By-law 116, the Strata Company may give the Owner a notice:
- 117.1 requiring the Owner to comply with By-law 116;
 - 117.2 specifying what is required to be done by the Owner in order to comply with By-law 116; and
 - 117.3 providing the Owner with a reasonable amount of time to comply with By-law 116.
- 118 An Owner will comply with a notice from the Strata Company under By-law 117.
- 119 If an Owner does not comply with a notice from the Strata Company under By-Law 117:

- system has been approved (or is not required to be approved) by the local authority or in the sole opinion of the Council or the Strata Company, the proposed air conditioning system is, or is likely to be, either:
- 101.1 so noisy as to cause a disturbance to adjoining Owners; or
 - 101.2 of such a size and colour as not to be in harmony with the external appearance of the Strata Scheme.
- 102 The Owner is responsible for any air conditioning system installed on their Lot and will ensure that the air conditioning system is:
- 102.1 properly maintained and does not cause any unreasonable disturbance or interference to other Owners;
 - 102.2 covered by the Owner's insurance policy; and
 - 102.3 installed such that the air conditioning system is hidden from view when viewed from outside of the relevant Lot including, without limitation, by having the air conditioning system installed behind existing screens or walls
- 103 The Strata Company may give an Owner a notice:
- 103.1 requiring the Owner to comply with By-law 100 or 102 within a reasonable period of time; and
 - 103.2 specifying what is required to be done by the Owner in order to comply with By-law 100 or 102 which may be one or more of the following:
 - 103.2.1 requiring the Owner to remove the air conditioning system and reinstate and restore the Lot to the same state and condition as existed immediately before the air conditioning system was installed within a reasonable time; or
 - 103.2.2 subject to complying with By-Law 100, replace the air conditioning system within a reasonable time.
- 104 If an Owner fails to comply with a notice issued under By-law 103:
- 104.1 the Strata Company and any of its employees, contractors, agents or representatives may access its Lot and do any of the things required in the notice at the cost of the Owner; and
 - 104.2 the costs referred to in By-law 104.1 may be recovered under Schedule 1 By-law 5.
- 105 An Owner will not make any Objection to the Strata Company exercising its rights under By-law 104.

Exclusive Use – Commercial Air conditioning units

- 106 Each Commercial Lot Owner has shared exclusive use of that volume of the Common Property occupied by any air conditioning system (including ducting, cabling and any ancillary equipment) that services and relates to the Owner's Lot in common with the Owners of any other Lots that are also serviced by that air conditioning system.
- 107 An Owner will ensure, at the Owner's cost, that the Owner uses the Strata Company's appointed air conditioning contractor for all servicing of air conditioning equipment located on the Common Property.

Insurance

- 108 The Strata Company will at all times ensure that an insurance policy in accordance with section 97(1) of the Act is in the name of the Strata Company and is current together with any other insurance policy which the Strata Company may decide to be necessary from time to time.
- 109 An Owner will not do anything that will result in the cancellation of any insurance policy under By-law 108.



Insurance Excess

- 93 An Owner is responsible for the cost of any insurance excess payable as the result of an insurance claim made against the Strata Company's insurer by the Owner, including any claim whether such loss or damage occurs:
- 93.1 to any part of the building structure within their Lot;
 - 93.2 to any part of the Common Property structure surrounding the Owner's Lot;
 - 93.3 to the fixtures and improvements of the Owner of that Lot; and
 - 93.4 to any part of the Common Property, other than Common Property referred to in By-law 93.2, where the Owner is directly responsible for the loss of, or damage to, that Common Property, where the insurance claim is made by the Strata Company.
- 94 The responsibility of the Owner under By-law 93 extends to, but is not limited to, an insurance claim for damage, breakage or loss, whether accidental or otherwise, to:
- 94.1 glass (windows, doors, shower screens & mirrors); and
 - 94.2 porcelain, vitreous china, or similar fixtures (such as vanity basins).
- 95 All amounts payable as an insurance excess referred to By-law 93 become a debt due by the Owner of that Lot to the Strata Company and may be recovered by it in a court of competent jurisdiction.

Water leakage

- 96 An Owner will ensure that all wet areas forming part of its Lot (such as bathrooms, en-suites, toilets, laundries, kitchens and balconies) are maintained in a proper sealed manner to prevent the leakage, seepage or transference of any water or other liquid on to any part of the Common Property or any Lot, other than through waste pipes provided for the disposal of such water or liquid.
- 97 If any leakage, seepage or transference of any water or other liquid from the wet areas of a Lot to another Lot or any part of the Common Property or the Building occurs, then the Owner of the Lot from which the leakage, seepage or transference has occurred must, at its cost, rectify such leakage, seepage or transference of such water or liquid within a reasonable time after the Strata Company gives written notice to rectify.
- 98 If the Owner of the Lot from which the leakage, seepage or transference has occurred fails to rectify such leakage, seepage or transference of such water or liquid within a reasonable time, then the Strata Company may carry out such works as may be required in accordance with sections 65, 66 and 95 of the Act and employ any means necessary to rectify such leakage, seepage or transference and recover any costs incurred by the Strata Company in so doing from an Owner.
- 99 If any leakage, seepage or transference of water or liquid is due to a fault or defect in the Common Property then By-laws 97 and 98 will not apply except that the Strata Company may exercise its powers under sections 65, 66 and 95 of the Act.

Air conditioning system

- 100 An Owner may install an air conditioning system on their Lot if it is approved by the Council or the Strata Company in writing. For the avoidance of doubt, this By-law includes the replacement of any air conditioning system already installed on the Owner's Lot but only if the location or type of the air conditioning system is different.
- 101 The Council or the Strata Company can withhold the approval referred to in By-law 100 if, the Council or Strata Company has not received evidence that the installation of the air conditioning



- 81.1 recover such costs directly from the relevant Owner that has the benefit of the Facilities and Services; or
- 81.2 include such costs in the budget for the administrative fund to be recovered by way of levies from all Owners.

Shared Exclusive Use –Communal Recreational Areas

- 82 Subject to By-law 85, the Communal Recreational Areas are for the shared exclusive use and enjoyment of the Owners of the Residential Lots to the exclusion of the Owners of a Commercial Lot.
- 83 For the avoidance of doubt, an Owner of a Commercial Lot is not entitled to access the Communal Recreational Areas.
- 84 Each Owner acknowledges and agrees that the Strata Company will, at the cost of the Owners of the Residential Lots clean, maintain and repair the Communal Recreational Areas and the Strata Company will include such costs in the budget for the administrative fund to be recovered by way of levies from the Owners of the Residential Lots.

Exclusive Use – Rooftop Common Area

- 85 Each Rooftop Exclusive Use Owner will have shared exclusive use of the Rooftop Common Area for recreational purposes on Wednesdays and Saturdays (**Rooftop Access Days**).
- 86 Each Rooftop Exclusive Use Owner acknowledges and agrees that Rooftop Access Days are subject to change by the Strata Company, however, the Rooftop Exclusive Use Owners must have shared exclusive use of the Rooftop Common Area at least:
 - 86.1 one day each week between Sunday and Thursday; and
 - 86.2 one day each week on either Friday or Saturday.
- 87 The grant of the exclusive use right in By-law 85, is subject to :
 - 87.1 the conditions set out in By-law 72 to 79; and
 - 87.2 the conditions set out in Schedule 2, By-law 128 to 137.

Sundry Items

- 88 Each Owner is granted exclusive use and special privileges over that portion of the Common Property occupied by a Sundry Item that is for the benefit of their lot.
- 89 Subject to By-law 91, an Owner will ensure that all Sundry Items that are installed:
 - 89.1 in its Lot; or
 - 89.2 on the Common Property for the benefit of its Lot,are maintained in good working condition, at its cost.
- 90 An Owner must obtain the Strata Company's written consent to the installation of any Sundry Item on the Common Property for the benefit of its Lot, except for any Sundry Items already installed on the Common Property at the date of registration of the Plan or a structure which forms the inner surface of the boundary of its Lot. The Strata Company may consent or refuse to consent to the installation of such Sundry Items as it determines (in its absolute discretion) and subject to any conditions it considers appropriate.
- 91 By-law 89 does not apply to any Sundry Items which the Strata Company is required to maintain.
- 92 An Owner will, on receiving a notice from the Strata Company to do so, allow the Strata Company or any of its contractors, sub-contractors or other authorised persons access to its Lot to inspect any Sundry Item installed on the Common Property as reasonably required by the Strata Company.

- 69.3 comply with the requirements of the *Environmental Protection (Noise) Regulations 1997* (WA).

Exclusive use - General

- 70 For the avoidance of doubt, any rights of exclusive use or special privilege granted under these By-laws can only be exercised by the occupier for the time being of the relevant Lot.
- 71 These By-laws 72 to 79 apply to each Owner who is granted exclusive use of an area of Common Property.
- 72 The Strata Company and each of its employees, agents and contractors may, with or without notice to an Owner, enter an exclusive use area:
- 72.1 for the purpose of inspecting this area; and
- 72.2 for the purpose of carrying out Works to the Building, the Common Property, the relevant Lot or an adjoining Lot.
- 73 An Owner will not make any Objection to the Strata Company exercising its rights under By-law 72.
- 74 Without limiting By-law 72, an Owner granted exclusive use of an area of Common Property will, at its cost, assume all of the obligations of the Strata Company under section 91(1)(c) of the Act in relation to the relevant exclusive use area granted to it.
- 75 An Owner granted exclusive use of an area of Common Property will ensure that its use of the relevant exclusive use area does not cause any unreasonable disturbance or interference to other Owners.
- 76 The Strata Company may give an Owner granted exclusive use of an area of Common Property a notice:
- 76.1 requiring the Owner to comply with By-laws 74 and 75;
- 76.2 specifying what is required to be done by the Occupier in order to comply with By-laws 74 and 75; and
- 76.3 providing the Owner with a reasonable amount of time to comply with By-laws 74 and 75.
- 77 If an Owner granted exclusive use of an area of Common Property fails to comply with a notice from the Strata Company under By-law 76:
- 77.1 the Strata Company and any of its employees, contractors, agents or representatives may access its Lot and the exclusive use area and do any of the things required in the notice at the cost of the Owner;
- 77.2 the Strata Company may withdraw the exclusive use rights granted to the Owner over the exclusive use area;
- 77.3 the Strata Company may reinstate and restore the exclusive use area at the cost of the Owner; and
- 77.4 the costs referred to in By-laws 77.1 and 77.3 may be recovered from the Owner under By-law 5.
- 78 An Owner will not make any Objection to the Strata Company exercising its rights under By-law 77.
- 79 The Strata Company will take reasonable measures to minimise any disturbance to an Owner granted exclusive use of an area of Common Property in relation to the exercise by the Strata Company of its rights under By-law 77.

Exclusive Use – Facilities and Services

- 80 Each Owner has exclusive use of that volume of the Common Property occupied by the Facilities and Services that relate to the Owner's Lot.
- 81 Each Owner acknowledges and agrees that the Strata Company will, at the cost of that Owner, maintain, repair, and, where necessary, replace the Facilities and Services referred to in By-law 80 in proper working order and the Strata Company may at its election either:

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Please note: As stated in the *Strata Titles Act 1985* (Act) section 59 the Registrar of Titles is not obliged to examine scheme by-laws lodged for registration for compliance with the Act, it must not be presumed that because the Registrar of Titles has registered scheme by-laws, the by-laws are valid or enforceable and the State does not guarantee the validity or enforceability of scheme by-laws.

- 61.2 relevant provider does not provide the Utility to the Strata Company for any reason; or
- 61.3 Owner does not pay for the supply of the Utility by the relevant due date.
- 62 An Owner will not make any Objection in relation to any of the following:
 - 62.1 the accuracy or correct operation of any meter; or
 - 62.2 any failure in the supply of any Utility to the Strata Scheme, for any reason.
- 63 If an Owner fails to pay the Strata Company for the supply of any Utility, the Strata Company may do either or both of the following:
 - 63.1 recover the amount of the unpaid account under By-law 5; or
 - 63.2 disconnect the supply of the Utility to its Lot.
- 64 The Original Owner may, on behalf of the Strata Company, enter into a contractual arrangement for a company to conduct this service on behalf of the Strata Company. This service may include but is not limited to reading the meters, invoicing the respective Lot, issuing of default notices, and the negotiating of the bulk power rate with the relevant supplier.

Hot water supply

- 65 The Strata Scheme is equipped with two centralised hot water systems (**CHWS**) which service both Residential Lots and the Common Property. The CHWS is to be maintained by the Strata Company and a sub-meter will record the electricity/gas usage of the system.
- 66 Each Lot will contain a meter for the purpose of measuring usage of hot water within each Lot.
- 67 The Council may make rules in relation to the on-billing of costs associated with hot water usage within each Lot, including:
 - 67.1 the method of recording from the meter readings;
 - 67.2 the frequency of readings and issuing of accounts to Owners;
 - 67.3 that the hot and cold water charges will be added to levy notices;
 - 67.4 that the water charges will be based on a proportionate share of the cost of electricity/gas recorded through the CHWS sub-meter, in relation to the quantity of hot water consumption recorded by each Lot's hot water meter; and
 - 67.5 costs will include an administration cost and an estimate of the cost of replacing the CHWS over time.

Liquor Licence

- 68 The Owners or Occupiers acknowledge and agree that one or more of the Commercial Lots may operate as a liquor licensed venue (**Licensed Lot**) and the Owners or Occupiers agree that they will not:
 - 68.1 object to the opening hours, liquor licence or noise that are associated with a business operating from a Licensed Lot; and
 - 68.2 lodge any objection to the grant, variation or renewal of any licence for a Licensed Lot, including a licence under the *Liquor Control Act 1988* (WA), while the terms of the grant, variation or renewal are duly complied with and while the relevant Licensed Lot/s pays on demand to the strata company any increase in any premium of insurance payable by the strata company where that increase is directly attributable to the Licensed Lot and its liquor licence.
- 69 The proprietor of each Licensed Lot must do, or procure any lessee or licensee of the relevant Licensed Lot to do the following:
 - 69.1 at all times hold a valid liquor licence;
 - 69.2 conduct its business in accordance with the terms of its liquor licence and all Laws; and

- 51 If the Strata Company enters into an agreement referred to in By-law 50, an Owner will only obtain the supply of any Utility from or through the Strata Company (or from the Utilities Provider). The Owners acknowledge and agree that the Strata Company may obtain any utilities at wholesale rates and charge Owners at retail rates on the basis that any profit realised by the Strata Company will form part of the administrative fund for the benefit of all Owners.
- 52 If requested by the Strata Company, an Owner will sign an agreement for the supply of a Utility on terms decided by the Strata Company.
- 53 The Strata Company may:
- 53.1 install meters or other equipment to monitor usage of the Utilities supplied by the relevant provider to an Owner. The Strata Company must ensure that such meters are properly maintained and assessed for accuracy at reasonable intervals; and
 - 53.2 install or arrange for the installation and operation of, without limitation:
 - 53.2.1 an embedded network to supply electricity; and
 - 53.2.2 an open access telecommunications network.
- 54 An Owner will not interfere with any meter or equipment used for the supply or measure of any Utility.
- 55 The Strata Company may recover the costs for the supply of any Utility under By-law 51 and the metering costs as a levy against an Owner.
- 56 The Strata Company may:
- 56.1 require the Owner or Occupier of the Lot to pay the Strata Company a bond of no more than \$400 as security for the payment of charges arising under By-law 55; and
 - 56.2 if any amount of the bond is applied by the Strata Company under By-law 58, 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 By-law, the Strata Company may require.
- 57 The Strata Company must deposit every amount received under By-law 56 into an interest-bearing account with an ADI as defined under the Act and all interest accruing on the money received must, subject to By-laws 56, 58 and 59, be held on trust for the Owner or Occupier who paid the bond.
- 58 If the Owner or Occupier of a Lot for which a sub-meter is used for the supply of any Utility refuses or fails to pay any charges due for the supply of any Utility to that Lot, the Strata Company may apply in payment of those charges all, or such part as is necessary, of any amount paid as a bond to the Strata Company by that Owner or Occupier under By-law 56, including any interest that may have accrued on that bond.
- 59 Where a person who has paid a bond under By-law 56 to the Strata Company satisfies the Strata Company that he 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 any Utility 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 held on their behalf under By-law 56.
- 60 When an Owner assigns or transfers its interest in its Lot:
- 60.1 the assignee or transferee automatically becomes joined as a party to the agreement referred to in By-law 52; and
 - 60.2 provided that all obligations of the Owner under that agreement are satisfied as at the date of the assignment or transfer, the assignor or transferor is released from the obligations imposed under that agreement.
- 61 The Strata Company will have no obligation to provide any Utility to an Owner if the:
- 61.1 agreement with the relevant provider is terminated;

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- 48.2 establish a reserve fund in accordance with section 100(2) of the Act; and
- 48.3 determine the amount to be raised for the reserve fund being not less than:
- 48.3.1 \$50,000 for the first year after registration of the Plan; and
- 48.3.2 in each year other than the first year after registration of the Plan:
- (a) the amount of funding of the estimated costs for the maintenance, repair, renewal or replacement of the covered items specified in the 10-year plan prepared by the Strata Company in accordance with section 100(2A) of the Act; or
- (b) not less than 0.1% of the insured value of the Building per annum, whichever amount is lower.
- 48.4 raise the amounts determined from time to time by levying contributions towards the reserve fund pursuant to section 100(2)(c) of the Act on the Owners in proportion to the unit entitlement of their respective lots.
- 48.5 prepare separate budgets relating to the administrative and reserve funds for the amounts to be raised to cover the Strata Company's projected:
- 48.5.1 costs associated with the management, control, repair and maintenance of areas, Facilities, plant and equipment which are provided for the exclusive or predominant use of the Commercial Lots (**Commercial Lot Budget**); and
- 48.5.2 costs associated with the management, control, repair and maintenance of areas, Facilities, plant and equipment which are provided for the exclusive or predominant use of the Residential Lots (**Residential Lot Budget**).
- 48.6 raise the amounts determined from time to time by levying contributions towards the administrative fund pursuant to section 100(1)(c) of the Act and the reserve fund on the Owners other than in proportion to the unit entitlement of their respective lots as follows:
- 48.6.1 for the costs of the Commercial Lot Budget, on the Owners of the Commercial Lots in proportion to the unit entitlement of each of those Commercial Lots;
- 48.6.2 for the costs of the Residential Lot Budget, on the Owners of the Residential Lots in proportion to the unit entitlement of each of those Residential Lots;
- 48.6.3 for the costs referred to in By-law 81, on the relevant Owners in accordance with that By-law;
- 48.6.4 for the costs of an item of expense (whether of a routine or non-routine nature) that is specifically related to any particular Lot or Lots, on the Owners of the particular Lot or Lots in proportion to the respective unit entitlements of the Lots to which the expense relates; and
- 48.6.5 for any other costs associated with the administrative fund or reserve fund, in proportion to the unit entitlement of each Owner's respective Lot.

Sub-meters

- 49 The Strata Company may obtain the supply of Utilities for the Strata Scheme (which may be in bulk) from the relevant provider.
- 50 The Strata Company may enter into an agreement with the relevant provider or utilities manager or the Utilities Provider (as contemplated in Schedule 2, By-laws 154 to 158), on terms decided by the Strata Company.

- 38.4 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.
- 39 A member of the Council may appoint an Owner, or an individual authorised under section 136 of the Act, to act in its place as a member of the Council at any meeting of the Council. Any Owner or individual so appointed will, when so acting, be deemed to be a member of the Council.
- 40 An Owner or individual may be appointed under By-law 39 whether or not that person is a member of the Council.
- 41 If a person appointed under By-law 39 is a member of the Council, that person may, at any meeting of the Council, separately vote in its capacity as a member and on behalf of the member in whose place it has been appointed to act.
- 42 The Council will meet at least once every quarter being not less than four (4) times per year.
- 43 The Council may appoint a new temporary member of the Council when:
- 43.1 positions for the Council are not filled at a general meeting; or
- 43.2 a member of the Council retires.
- 44 The Council will keep minutes of its proceedings.

Powers and duties of secretary of Strata Company

- 45 The powers and duties of the secretary of the Strata Company include:
- 45.1 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;
- 45.2 the giving on behalf of the Strata Company and of the Council of the notices required to be given under the Act;
- 45.3 the supply of information on behalf of the Strata Company in accordance with sections 108 and 109 of the Act;
- 45.4 the answering of communications addressed to the Strata Company;
- 45.5 the calling for nominations of candidates for election as members of the Council; and
- 45.6 subject to sections 77, 89, 127 – 129, 200(2)(f) and (g) of the Act, the convening of meetings of the Strata Company and of the Council.

Powers and duties of treasurer of Strata Company

- 46 The powers and duties of the treasurer of a Strata Company include:
- 46.1 the notifying of Owners of any contributions levied pursuant to the Act;
- 46.2 the receipt, acknowledgment and banking of, and the accounting for, any money paid to the Strata Company;
- 46.3 the preparation of any certificate applied for under section 110 of the Act; and
- 46.4 the keeping of the books of account and the preparation of the statement of accounts referred to in section 101 of the Act.

Electronic voting

- 47 In accordance with section 131 of the Strata Titles Act 1985 a person (including a proxy of that person) who is entitled to vote may complete their ballot by electronic means as determined by the chairperson of the annual general meeting.

Budget and allocation of contributions

- 48 The Strata Company must:
- 48.1 administer an administrative fund in accordance with section 100(1) of the Act;

- 28 If a ballot is held, the 7 candidates who receive the highest number of votes (in terms of Lots or unit entitlements as required under the Act) will be elected to the Council.
- 29 If:
- 29.1 more than 1 candidate receives the same number of votes; and
- 29.2 those votes are the minimum number of votes received by any candidate,
- then, as between those candidates, the election will be decided by a show of hands of those present and entitled to vote.

Chairperson, secretary and treasurer of the Strata Company

- 30 The members of the Council will, at the first meeting of the Council after they assume office, appoint a chairperson, a secretary and a treasurer of the Council from those members.
- 31 A person appointed to an office referred to in By-law 30 will hold office until:
- 31.1 that person ceases to be a member of the Council;
- 31.2 receipt by the Strata Company of notice in writing of that person's resignation from office; or
- 31.3 another person is appointed by the Council or the Strata Company to hold that office, whichever happens first.
- 32 The remaining members of Council must appoint a member of the Council to fill a vacancy in an office referred to in By-law 30 and any person so appointed holds office, subject to this By-law, for the balance of the predecessor's term of office.
- 33 The chairperson will preside at all meetings of the Council at which it is present and, if it is absent from any meeting, the members of the Council present at that meeting will appoint 1 of those members to preside at that meeting during the absence of the chairperson.
- 34 Subject to By-law 35, the chairperson, secretary and treasurer of the Council will also be the respective chairperson, secretary and treasurer of the Strata Company.
- 35 The Strata Company may at a general meeting authorise a person who is not an Owner to act as the chairperson of the Strata Company for the purposes of that meeting.
- 36 A person appointed under By-law 35 may act until the end of the meeting for which that person was appointed to act.

Meetings of Council

- 37 At meetings of the Council, all matters will be determined by a simple majority vote.
- 38 The Council may:
- 38.1 meet together, in person or by electronic means, for the conduct of business and adjourn and otherwise regulate its meetings as it thinks fit, but the Council will meet when any member of the Council gives to the other members not less than 7 days' notice of a meeting proposed by that member, specifying in the notice the reason for calling the meeting;
- 38.2 unless otherwise agreed by the majority of members of the Council, decisions made by any Council member may be made by electronic notification to the Strata Manager via electronic means such as emails.
- 38.3 without limiting Schedule 2 By-law 123, employ on behalf of the Strata Company any agents and employees it thinks fit in relation to the:
- 38.3.1 control and management of the Common Property; and
- 38.3.2 exercise and performance of the powers and duties of the Strata Company; and

unless the number of members is reduced below the minimum number fixed under these By-laws, in which case the continuing members may only act for the purpose of increasing the number of members of the Council or calling a general meeting of the Strata Company.

- 19 The continuing members of the Council may act notwithstanding any vacancy in the Council provided that there is a quorum of members to the Council.
- 20 All acts done in good faith by the Council will, notwithstanding that it is afterwards discovered that there was some defect in the appointment or continuance in office of any member of the Council, be as valid as if that member had been duly appointed or had duly continued in office.

Election of Council

- 21 At the first annual general meeting of the Strata Company, the Original Owner will constitute the entire Council.
- 22 Subject to By-laws 23 and 24, the Council will be elected from nominations of the Owners in accordance with By-law 25.
- 23 Where the Original Owner remains, at the first annual general meeting and every subsequent annual general meeting, the owner of any Lot, the Original Owner will automatically be entitled to be a member of the Council (but may elect not to be a member of the Council by written notice to the Strata Company).
- 24 If the Owners of the Commercial Lots nominate one person to represent all the Owners of the Commercial Lots jointly (**Representative**), that Representative will automatically be entitled to be a member of the Council.
- 25 Subject to By-laws 23 and 24 the procedure for nomination and election of members of the Council will be as follows:
- 25.1 the chairperson will provide Owners with a reasonable opportunity to nominate candidates for election to the Council;
 - 25.2 a nomination is ineffective unless supported by the consent of the nominee given:
 - 25.2.1 in writing and furnished to the chairperson at or before the meeting; or
 - 25.2.2 orally by the nominee if the nominee is present at the meeting by person or by proxy; and
 - 25.3 when no further nominations are forthcoming, the chairperson will:
 - 25.3.1 where the number of candidates is 7 or less, declare those candidates to be elected as members of the Council; and
 - 25.3.2 where the number of candidates exceeds 7, will direct a ballot.
- 26 If a ballot is to be held pursuant to By-law 25.3.2, the chairperson will:
- 26.1 announce the names of the candidates;
 - 26.2 provide blank paper for each person present at the meeting and entitled to vote to use as a ballot-paper; and
 - 26.3 arrange for a count of the votes recorded on valid ballot papers.
- 27 A person who is entitled to vote and who wishes to vote must complete a valid ballot paper by:
- 27.1 writing on it the names of candidates the person wishes to elect, equal in number to the number of members of the Council to be elected and so that no name is repeated;
 - 27.2 indicating on it the number of the Lot in respect of which the person's vote is cast;
 - 27.3 indicating on it the capacity in which the person is voting (e.g. as Owner, Co-Owner or proxy);
 - 27.4 signing it; and
- returning it to the Chairperson.

- 9 Where an Owner or the Occupier of the Owner's Lot commits a breach of the By-laws, the Strata Company may issue a notice in relation to a breach of the By-laws (**Breach Notice**) to that Owner and the following applies:
- 9.1 the Strata Company's appointed Strata Manager may, in accordance with the management agreement between the Strata Company and the Strata Manager, charge the Strata Company for issuing a Breach Notice; and
- 9.2 any amount payable by the Strata Company as a cost to issue a Breach Notice in relation to a breach of the By-laws becomes a debt due by the Owner to the Strata Company and may be recovered by the Strata Company in a court of competent jurisdiction.

Council

- 10 The rights and obligations of the Strata Company will be exercised and performed by the Council, subject to section 134 of the Act.
- 11 As a consequence of By-law 10 reference to the Strata Company in these By-laws will, unless specified otherwise or inconsistent with the context, be a reference to the Council.
- 12 Until the first annual general meeting of the Strata Company, the Original Owner will constitute the entire Council.
- 13 If there are co-Owners of a Lot:
- 13.1 only 1 of the co-Owners will be eligible to be, or to be elected to be, a member of the Council; and
- 13.2 the co-Owner who is eligible will be the co-Owner who is nominated by the other co-Owner but if the co-Owners fail to agree on a nominee:
- 13.2.1 the co-Owner who owns the largest share of the Lot will be the nominee; or
- 13.2.2 if no co-Owner owns the largest share of the Lot, the co-Owner whose name appears first on the certificate of title for the Lot will be the nominee.
- 14 Except where By-law 16 applies, the Council will have a minimum of 3 and a maximum of 7 members.
- 15 A quorum of the Council will be 3 members.
- 16 If there are less than 3 Owners, each Owner:
- 16.1 will be a member of the Council; and
- 16.2 must be present (personally or by proxy) for a quorum of the Council.
- 17 A member of the Council will cease to be a member:
- 17.1 if the member dies or ceases to be an Owner or co-Owner of a Lot;
- 17.2 on receipt by the Strata Company of a written notice of resignation from the member;
- 17.3 at the conclusion of an annual general meeting of the Strata Company at which:
- 17.3.1 an election of members of the Council takes place; and
- 17.3.2 that member is not elected or re-elected;
- 17.4 where that member is removed from office under By-law 18; or
- 17.5 if the State Administrative Tribunal orders that the member be removed from office, whichever happens first.
- 18 Except where By-law 12 applies, the Strata Company may by special resolution remove and replace any member of the Council at any time and may, in the same or in a separate resolution, resolve who the replacement is to be until the next general meeting of the Strata Company. While there is a vacancy on the Council, the remaining members of the Council may continue to act

Part 4 – Consolidated set of by-laws

[In this part provide the full text of the current set of scheme by-laws for the scheme classified as governance or conduct and with the relevant by-law number]

The strata company certifies that the consolidated set of by-laws set out below is the current full set of by-laws for the scheme with the scheme number specified on page 1.

Governance by-laws

Act Prevails

- 1 If:
- 1.1 a provision in the Act conflicts with a provision in these By-laws; and
 - 1.2 the provision in the Act cannot be amended by these By-laws,
- then the provision in the Act prevails to the extent of the inconsistency.

By-laws binding on others

- 2 Without limiting section 45 of the Act, an Owner will ensure that its Occupiers comply with these By-laws in relation to their:
- 2.1 behaviour while present on its Lot or the Common Property; and
 - 2.2 use of either or both of its Lot or the Common Property.
- 3 In order to facilitate the operation of section 45 of the Act, where the context permits, a reference in these By-laws to an Owner includes a reference to the Occupiers of that Owner's Lot.

Indemnity for breach

- 4 An Owner will indemnify the Strata Company and each of its employees, agents, contractors, sub-contractors and other authorised representatives against any injury, harm, loss or damage suffered or incurred by them as a result of any breach of these By-laws by the Owner or any of its Occupiers.

Recovery of costs

- 5 Without limiting By-law 4, an Owner will pay on demand the whole of the Strata Company's costs (including Strata Manager fees, solicitor and own client costs) incurred in relation to any or all of the following:
- 5.1 recovering outstanding contributions levied by the Strata Company on that Owner pursuant to either or both sections 43 or 100 of the Act;
 - 5.2 recovering any outstanding amounts otherwise owing from the Owner to the Strata Company under either or both the Act or these By-laws;
 - 5.3 making good any damage to the Common Property caused by the Owner; or
 - 5.4 all proceedings taken by the Strata Company against the Owner.
- 6 The costs referred to in By-law 5 are recoverable by the Strata Company against the Owner as a liquidated debt and the Strata Company may take action for the recovery of those amounts in any court of competent jurisdiction.

Joint Liability

- 7 Without limiting section 100(6) of the Act, if at the time a person becomes an Owner of a Lot, the former owner of that Lot owes money to the Strata Company in connection with its Lot, the new Owner will be jointly and severally liable with the former owner for payment of that money to the Strata Company and By-law 5 will apply in relation to the recovery of any outstanding money.

Penalties

- 8 The breach of any of the By-laws for the Strata Scheme may result in a penalty being imposed by order of the State Administrative Tribunal under section 47 of the Act.

Version 1

Page 3 of 55

Please note: As stated in the *Strata Titles Act 1985* (Act) section 59 the Registrar of Titles is not obliged to examine scheme by-laws lodged for registration for compliance with the Act, it must not be presumed that because the Registrar of Titles has registered scheme by-laws, the by-laws are valid or enforceable and the State does not guarantee the validity or enforceability of scheme by-laws.



Regulations 2019 regulation 56 and 180(1) apply to the by-laws of the strata company, the Applicant applies to the Registrar of Titles for registration of an amendment to the strata titles scheme by amending the scheme by-laws at Part 3 and including a consolidated set of scheme by-laws at Part 4.

Part 3 – Application to Amend

[In this part specify additions, amendments and repeals of by-laws]

The Applicant certifies that:

By resolution without dissent, the voting period for which opened on N/A and closed on N/A (and which must be registered within 3 months after the closing date) the ☐ additions/ ☐ amendments/ ☐ repeal⁵ to the Governance by-laws were made as detailed here.

☐ and / ☐ or⁵

By special resolution, the voting period for which opened on N/A and closed on N/A (and which must be registered within 3 months after the closing date) the ☐ additions/ ☐ amendments/ ☐ repeal⁵ to the Conduct by-laws were made as detailed here.

☐ and / ☐ or⁵

By ordinary resolution passed on N/A a by-law specifying a period of 12 months ending on a different date to 30 June was made as detailed here and taken to be a governance by-law in accordance with Strata Titles (General) Regulations 2019 regulation 175(4).

⁵ Select one.





Scheme By-laws

Strata Titles Act 1985 (STA)
Part 4 Division 4

Scheme Number: **82199**

Part 1 – Applicant

(a) For existing schemes:

The Owners of¹ **N/A** (strata company); or

(b) For new schemes:

The owner(s)² **1 Airlie St Claremont Pty Ltd ACN 628 788 241** of land the subject of the plan described as³ **Lot 550 on Deposited Plan 419808 Certificate of Title Volume 4037 Folio 990**

Part 2 – Select Option

☐ Option 1 – Voluntary Consolidation⁴

[This option is to be selected by schemes registered prior to 1/5/2020 that choose to lodge a consolidated set of by-laws updated solely to take account of changes to by-laws made by *Strata Titles Act 1985* Schedule 5 clause 4]

In compliance with the *Strata Titles Act 1985* section 56 and Schedule 5 clause 4 and the *Strata Titles (General) Regulations 2019* regulation 180(2), the Applicant applies to the Registrar of Titles for registration of an amendment to the strata titles scheme by registration of a consolidated set of scheme by-laws at Part 4.

☒ Option 2 – New Scheme

[This option is to be selected if this form is being lodged together with the **Application to register strata titles scheme** and the governance by-laws in Schedule 1 and conduct by-laws in Schedule 2 of the *Strata Titles Act 1985* are being added to, amended or repealed.]

The Applicant applies to the Registrar of Titles to have the consolidated set of scheme by-laws as set out in Part 4 registered with the **Application to register strata titles scheme** in respect of the above land.

☐ Option 3 – Application to Amend

[This option is to be selected by schemes registered under the *Strata Titles Act 1985* that are making additions, amendments or repeals to the existing scheme by-laws.]

In compliance with the *Strata Titles Act 1985* section 56 and *Strata Titles (General) Regulations 2019* regulation 56 and if *Strata Titles Act 1985* Schedule 5 clause 4 and the *Strata Titles (General)*

¹ To be completed as "[scheme name + scheme type + scheme number]" under s.14(2) of the Act, e.g. Pretty Ponds Survey-Strata Scheme 12345.

² Insert the full name(s) of the owners of land the subject of the plan as shown on the certificate of title.

³ Insert the description of parcel, e.g. Lot 1 on Deposited Plan 12345.

⁴ No resolution is required for by-law changes set out in the *Strata Titles Act 1985* Schedule 5 clause 4 and renumbering consequential on those changes.



Document Notes:

IMPORTANT: THIS PAGE FORMS PART OF DOCUMENT [P968106] AND MAY CONTAIN REFERENCES TO AMENDMENTS OR CORRECTIONS TO THE DOCUMENT

15/5/2024 17:06:35

Document timeclock changed to match the IOFD date of SP82199 - 14/05/2024 14:54:32



1 Airlie St Claremont Pty Ltd
ACN 628 788 241

26 April 2024

Registrar of Titles
Landgate
PO Box 2222
MIDLAND WA 6936
By Hand

EV002762079 CONST



Dear Sir/Madam

Application to Register Scheme By-laws

Strata Scheme 82199 – Consent to creation of exclusive use by-laws

- 1 We, 1 Airlie St Claremont Pty Ltd ACN 628 788 241 (**Original Proprietor**), are the registered proprietor of Lot 550 on Deposited Plan 419808 (being the whole of the land in Certificate of Title Volume 4037 Folio 990) (**Land**).
- 2 We refer to our application to register strata scheme 82199 (**Strata Scheme**) which will subdivide the Land and in particular to our application to register new scheme by-laws in respect of the Strata Scheme (**Scheme By-laws**).
- 3 The Original Proprietor, as the owner of all of the lots in the Strata Scheme immediately after registration of the Strata Scheme, consents in accordance with section 43(5) of the Strata Titles Act 1985 to the making of the exclusive use by-laws contained in Schedule 1 by-laws 10-92, 106, 107, 113-115 of the Scheme By-laws.
- 4 Please call or email my legal representative from Lavan below if you have any queries.

Contact: Claudie Hughes

Phone: (08) 9288 6972

Email: claudie.hughes@lavan.com.au

Yours sincerely

SIGNED by Matthew Edmond Chau:)

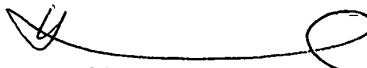
as Attorney for)

1 Airlie St Claremont Pty Ltd)
ACN 628 788 241)

in the presence of:)


(Signature of Attorney)

P/A number: **P724873**

Witness: 

Name: Bianca McKenna

Address: 22 Finders St, Yorkine WA 6006

Occupation: Sales + Development Admin Manager

3450-6885-9434_1165870, v.1







Our ref: CTH:THM:1165870
Contact: Claudie Hughes
Direct Line: (08) 9288 6972
Email: claudie.hughes@lavan.com.au

1 William Street
Perth Western Australia 6000
Tel +61 8 9288 6000
Fax +61 8 9288 6001
lavan.com.au

26 April 2024

Landgate
1 Midland Square
MIDLAND WA 6056
By Hand

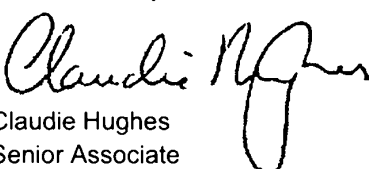
Dear Sir/Madam

Application to Register Scheme Plan 78232 (Plan)

- 1 Lavan are solicitors for 1 Airlie St Claremont Pty Ltd ACN 628 788 241, the registered proprietor of Lot 550 on Deposited Plan 419808 being the whole of the land in Certificate of Title Volume 4037 Folio 990 (**Land**).
- 2 We **enclose** the following documents to be lodged in relation to the Land (**Documents**):
 - 2.1 an application to register the Plan;
 - 2.2 statement to deal with land;
 - 2.3 scheme notice;
 - 2.4 application to register new scheme by-laws in respect of the Plan;
 - 2.5 letter of consent to the creation of exclusive use by-laws;
 - 2.6 notice to the designated interest holder with consent endorsed thereon by the designated interest holder (subdivision and schedule of unit entitlements); and
 - 2.7 consent letter from mortgagee for lodgement of easements.
- 3 We are authorised to request that the lodgement date of the Documents be amended to the same date that the Plan is placed "*in order for dealing*".

Please contact Claudie Hughes if you have any questions.

Yours sincerely


Claudie Hughes
Senior Associate

EV002762080 LTR



Please notify us if this communication has been sent to you by mistake. If it has been, any privilege between solicitor and client is not waived or lost and you are not entitled to use it in any way.







Approved Form 2019-74762
Effective for use from: 15/06/2022

SN

Notice to Designated Interest Holders for consent to subdivision and schedule of unit entitlements

Strata Titles Act 1985
Section 34

Date of Notice: 24 April 2024

Scheme Number: 82199

Land description (lot on plan and CT Volume/Folio): Lot 550 on Deposited Plan 419808
Certificate of Title Volume 4037 Folio 990 (Land)

Name of person(s) giving the notice: 1 Airlie St Claremont Pty Ltd ACN 628 788 241

Name of Person Notified: CBA Corporate Services (NSW) Pty Limited ACN 072 765 434

(being the holder of a designated interest¹ over the whole or part of the Land)

The Notifier requests your written consent to:

1. the subdivision of the Land by a strata titles scheme, as set out in Annexure A (subdivision); and
2. the schedule of unit entitlements, as set out in Annexure B (schedule of unit entitlements).

Written consent to be emailed to: claudie.hughes@lavan.com.au

or sent to the following address: Level 18, 1 William Street, PERTH WA 6000

EV002762081 NOTICE



¹ Refer to section 3(1) of the Act for the meaning of designated interest.





EXECUTION²

Date of Execution: 24 April 2024

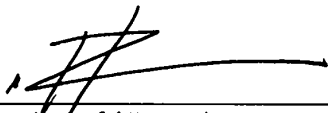
SIGNED by Matthew Edmond Chau:)

as Attorney for)

1 Airlie St Claremont Pty Ltd)

ACN 628 788 241)

in the presence of:)


(Signature of Attorney)

P/A number: **P724873**

Witness: 

Name: Bianca McCreanna

Address: 22 Flinders St, YORKINE WA 6000

Occupation: Sales + Developments Admin Manager.

² See Land Titles Policy & Procedure Guide "SIG-01 Signing of Documents" (and associated guides) in relation to execution requirements.





CONSENT

☐ I / ☒ We³, being the holder of a designated interest⁴ over the whole or part of the land,
CONSENT to the subdivision of the Land and the schedule of unit entitlements set out in Annexures
A and B to the Notice from 1 Airlie St Claremont Pty Ltd ACN 628 788 241 dated
24 April 2024.

SIGNED by: Loshitha Pathen
Associate Director
as Attorney for CBA Corporate Services)
(NSW) Pty Limited I 072 765 434)

[Signature]
(Signature of Attorney)

in the presence of:

P/A number: **M489710**

Witness:

Name: HUYEN NGUYEN

Address: CBP NORTH, 1 HARBOUR ST, SYDNEY NSW 2000

Occupation: SENIOR ASSOCIATE

³ Select whichever is applicable.

⁴ Refer to section 3(1) of the Act for the meaning of designated interest.





Annexure A

Plan Information		Survey Details		Amendments	
Tenure Type	Freehold	Field Record	163398	Version	2
Plan Type	Strata Plan	Declared as Special Survey Area	NO	Lodgement Type	Amendments
Plan Purpose	Subdivision			Amendments	Audit Requirement and Store (from 212 & 54 Swapped)
Plan Heading Lots 1, 9, 32, 34-48, 50, 52-66, 68-84, 86-104, 106-117, 119-125, 127, 129-137, 139-141, 143-161, 164-177, 180-192, 194-215, 217-222, 224-226, 231-236, 238-241, 243-254, 256-257, 260 & Common Property					
Strata Scheme Details Scheme Name: The Grove Residences Lodgement of scheme by-laws: YES					
Parcel Address 1-3 Anne Street, Claremont, WA 6010					
Locality and Local Government Locality: Claremont Local Government: Town Of Claremont					
Plan Examined Examined: _____ Date: _____					
Planning Approval Planning Approve Required: _____ Reference: _____					
Delegated under S 16 P40 Act 2005 _____ Date: _____ In Order For Dealings Subject To: _____					
For Registrar of Titles Plan Approved: _____ Date: _____					
Inspector of Plans and Surveys Registered Application: _____ Date: _____					
Date: _____ Registrar of Titles: _____ Seal: _____					

Former Tenure		New Lot / Land		Parent Plan Number		Parent Lot Number		Title Reference		Subject Land Description	
1, 9, 32, 34-48, 50, 52-66, 68-84, 86-104, 106-117, 119-125, 127, 129-137, 139-141, 143-161, 164-177, 180-192, 194-215, 217-222, 224-226, 231-236, 238-241, 243-254, 256-257, 260	DP 419808	550	4037 / 890	Subject Land Description							

New Interests		Statutory Reference		Origin		Land Burdened		Benefit To		Comments	
Subject: (a) (b) (c) (d) (e) (f) (g) (h) (i) (j) (k) (l) (m) (n) (o) (p) (q) (r) (s) (t) (u) (v) (w) (x) (y) (z) (aa) (ab) (ac) (ad) (ae) (af) (ag) (ah) (ai) (aj) (ak) (al) (am) (an) (ao) (ap) (aq) (ar) (as) (at) (au) (av) (aw) (ax) (ay) (az) (ba) (bb) (bc) (bd) (be) (bf) (bg) (bh) (bi) (bj) (bk) (bl) (bm) (bn) (bo) (bp) (bq) (br) (bs) (bt) (bu) (bv) (bw) (bx) (by) (bz) (ca) (cb) (cc) (cd) (ce) (cf) (cg) (ch) (ci) (cj) (ck) (cl) (cm) (cn) (co) (cp) (cq) (cr) (cs) (ct) (cu) (cv) (cw) (cx) (cy) (cz) (da) (db) (dc) (dd) (de) (df) (dg) (dh) (di) (dj) (dk) (dl) (dm) (dn) (do) (dp) (dq) (dr) (ds) (dt) (du) (dv) (dw) (dx) (dy) (dz) (ea) (eb) (ec) (ed) (ee) (ef) (eg) (eh) (ei) (ej) (ek) (el) (em) (en) (eo) (ep) (eq) (er) (es) (et) (eu) (ev) (ew) (ex) (ey) (ez) (fa) (fb) (fc) (fd) (fe) (ff) (fg) (fh) (fi) (fj) (fk) (fl) (fm) (fn) (fo) (fp) (fq) (fr) (fs) (ft) (fu) (fv) (fw) (fx) (fy) (fz) (ga) (gb) (gc) (gd) (ge) (gf) (gg) (gh) (gi) (gj) (gk) (gl) (gm) (gn) (go) (gp) (gq) (gr) (gs) (gt) (gu) (gv) (gw) (gx) (gy) (gz) (ha) (hb) (hc) (hd) (he) (hf) (hg) (hh) (hi) (hj) (hk) (hl) (hm) (hn) (ho) (hp) (hq) (hr) (hs) (ht) (hu) (hv) (hw) (hx) (hy) (hz) (ia) (ib) (ic) (id) (ie) (if) (ig) (ih) (ii) (ij) (ik) (il) (im) (in) (io) (ip) (iq) (ir) (is) (it) (iu) (iv) (iw) (ix) (iy) (iz) (ja) (jb) (jc) (jd) (je) (jf) (jg) (jh) (ji) (jj) (jk) (jl) (jm) (jn) (jo) (jp) (jq) (jr) (js) (jt) (ju) (jv) (jw) (jx) (jy) (jz) (ka) (kb) (kc) (kd) (ke) (kf) (kg) (kh) (ki) (kj) (kk) (kl) (km) (kn) (ko) (kp) (kq) (kr) (ks) (kt) (ku) (kv) (kw) (kx) (ky) (kz) (la) (lb) (lc) (ld) (le) (lf) (lg) (lh) (li) (lj) (lk) (ll) (lm) (ln) (lo) (lp) (lq) (lr) (ls) (lt) (lu) (lv) (lw) (lx) (ly) (lz) (ma) (mb) (mc) (md) (me) (mf) (mg) (mh) (mi) (mj) (mk) (ml) (mm) (mn) (mo) (mp) (mq) (mr) (ms) (mt) (mu) (mv) (mw) (mx) (my) (mz) (na) (nb) (nc) (nd) (ne) (nf) (ng) (nh) (ni) (nj) (nk) (nl) (nm) (nn) (no) (np) (nq) (nr) (ns) (nt) (nu) (nv) (nw) (nx) (ny) (nz) (oa) (ob) (oc) (od) (oe) (of) (og) (oh) (oi) (oj) (ok) (ol) (om) (on) (oo) (op) (oq) (or) (os) (ot) (ou) (ov) (ow) (ox) (oy) (oz) (pa) (pb) (pc) (pd) (pe) (pf) (pg) (ph) (pi) (pj) (pk) (pl) (pm) (pn) (po) (pp) (pq) (pr) (ps) (pt) (pu) (pv) (pw) (px) (py) (pz) (qa) (qb) (qc) (qd) (qe) (qf) (qg) (qh) (qi) (qj) (qk) (ql) (qm) (qn) (qo) (qp) (qq) (qr) (qs) (qt) (qu) (qv) (qw) (qx) (qy) (qz) (ra) (rb) (rc) (rd) (re) (rf) (rg) (rh) (ri) (rj) (rk) (rl) (rm) (rn) (ro) (rp) (rq) (rr) (rs) (rt) (ru) (rv) (rw) (rx) (ry) (rz) (sa) (sb) (sc) (sd) (se) (sf) (sg) (sh) (si) (sj) (sk) (sl) (sm) (sn) (so) (sp) (sq) (sr) (ss) (st) (su) (sv) (sw) (sx) (sy) (sz) (ta) (tb) (tc) (td) (te) (tf) (tg) (th) (ti) (tj) (tk) (tl) (tm) (tn) (to) (tp) (tq) (tr) (ts) (tt) (tu) (tv) (tw) (tx) (ty) (tz) (ua) (ub) (uc) (ud) (ue) (uf) (ug) (uh) (ui) (uj) (uk) (ul) (um) (un) (uo) (up) (uq) (ur) (us) (ut) (uu) (uv) (uw) (ux) (uy) (uz) (va) (vb) (vc) (vd) (ve) (vf) (vg) (vh) (vi) (vj) (vk) (vl) (vm) (vn) (vo) (vp) (vq) (vr) (vs) (vt) (vu) (vv) (vw) (vx) (vy) (vz) (wa) (wb) (wc) (wd) (we) (wf) (wg) (wh) (wi) (wj) (wk) (wl) (wm) (wn) (wo) (wp) (wq) (wr) (ws) (wt) (wu) (wv) (ww) (wx) (wy) (wz) (xa) (xb) (xc) (xd) (xe) (xf) (xg) (xh) (xi) (xj) (xk) (xl) (xm) (xn) (xo) (xp) (xq) (xr) (xs) (xt) (xu) (xv) (xw) (xx) (xy) (xz) (ya) (yb) (yc) (yd) (ye) (yf) (yg) (yh) (yi) (yj) (yk) (yl) (ym) (yn) (yo) (yp) (yq) (yr) (ys) (yt) (yu) (yv) (yw) (yx) (yy) (yz) (za) (zb) (zc) (zd) (ze) (zf) (zg) (zh) (zi) (zj) (zk) (zl) (zm) (zn) (zo) (zp) (zq) (zr) (zs) (zt) (zu) (zv) (zw) (zx) (zy) (zz)											

Survey Organisation		Land Surveys	
Name:	P O BOX 748, Belmont 6984		
Address:	9477 4437		
Phone:	9477 4437		
Fax:	9477 4437		
Email:	projects@landsurveys.net.au		
Reference:	2000790		

Survey Organisation		Land Surveys	
Name:	P O BOX 748, Belmont 6984		
Address:	9477 4437		
Phone:	9477 4437		
Fax:	9477 4437		
Email:	projects@landsurveys.net.au		
Reference:	2000790		

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Name:	P O BOX 748, Belmont 6984		
Address:	9477 4437		
Phone:	9477 4437		
Fax:	9477 4437		
Email:	projects@landsurveys.net.au		
Reference:	2000790		

Survey Organisation		Land Surveys	
Name:	P O BOX 748, Belmont 6984		
Address:	9477 4437		
Phone:	9477 4437		
Fax:	9477 4437		
Email:	projects@landsurveys.net.au		
Reference:	2000790		

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Name:	P O BOX 748, Belmont 6984		
Address:	9477 4437		
Phone:	9477 4437		
Fax:	9477 4437		
Email:	projects@landsurveys.net.au		
Reference:	2000790		

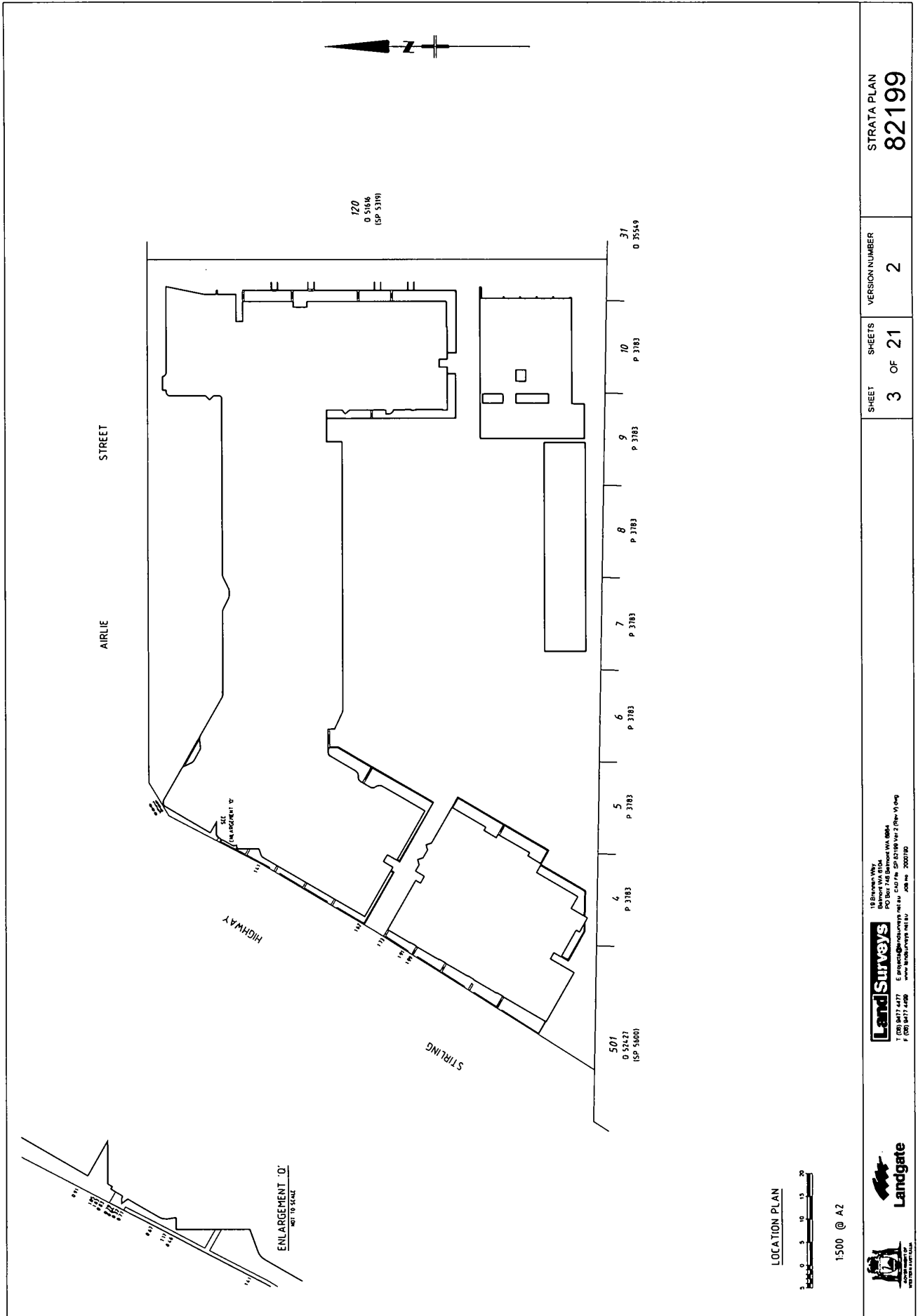
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Address:	9477 4437		
Phone:	9477 4437		
Fax:	9477 4437		
Email:	projects@landsurveys.net.au		
Reference:	2000790		

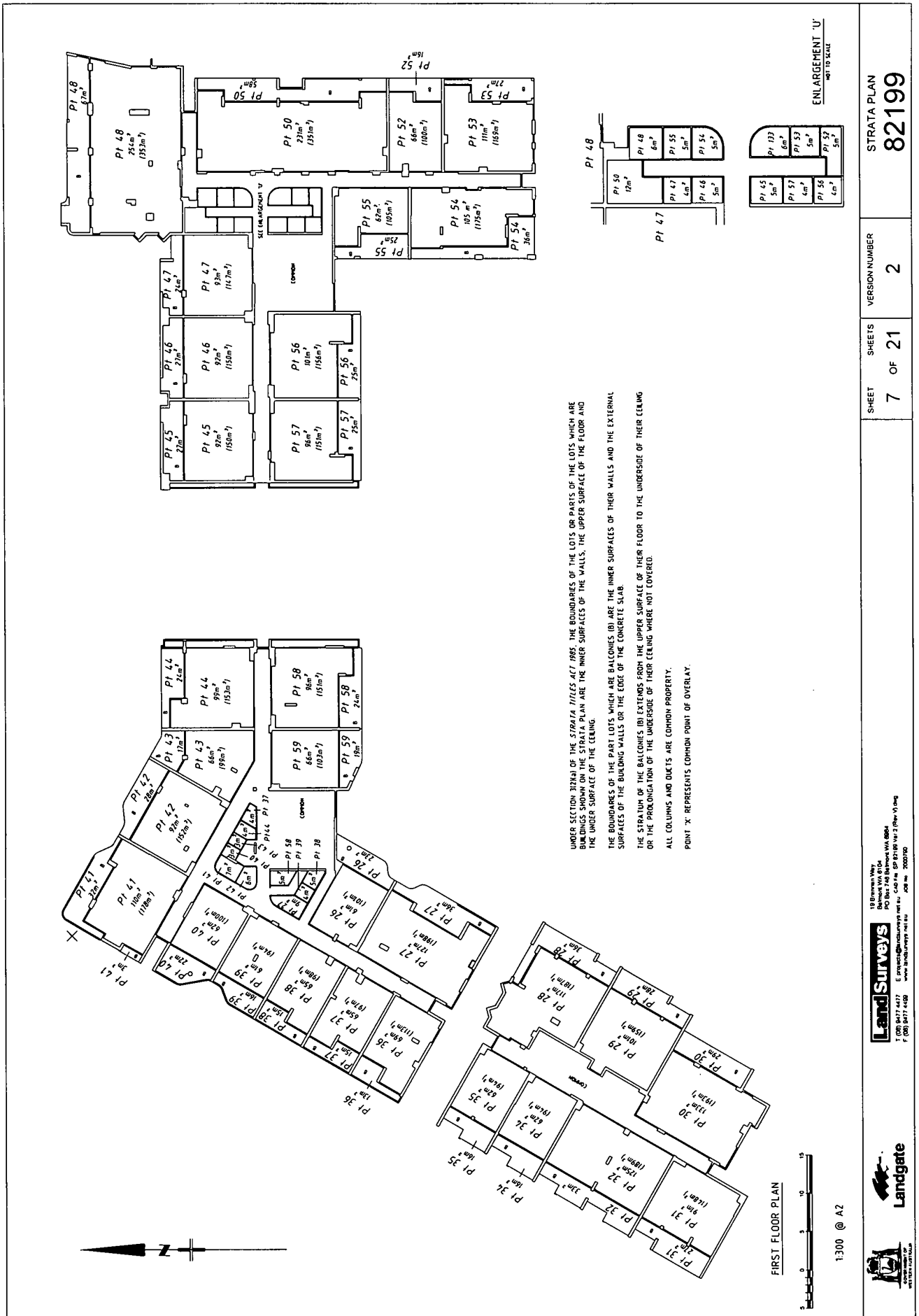
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Address:	9477 4437		
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Fax:	9477 4437		
Email:	projects@landsurveys.net.au		
Reference:	2000790		

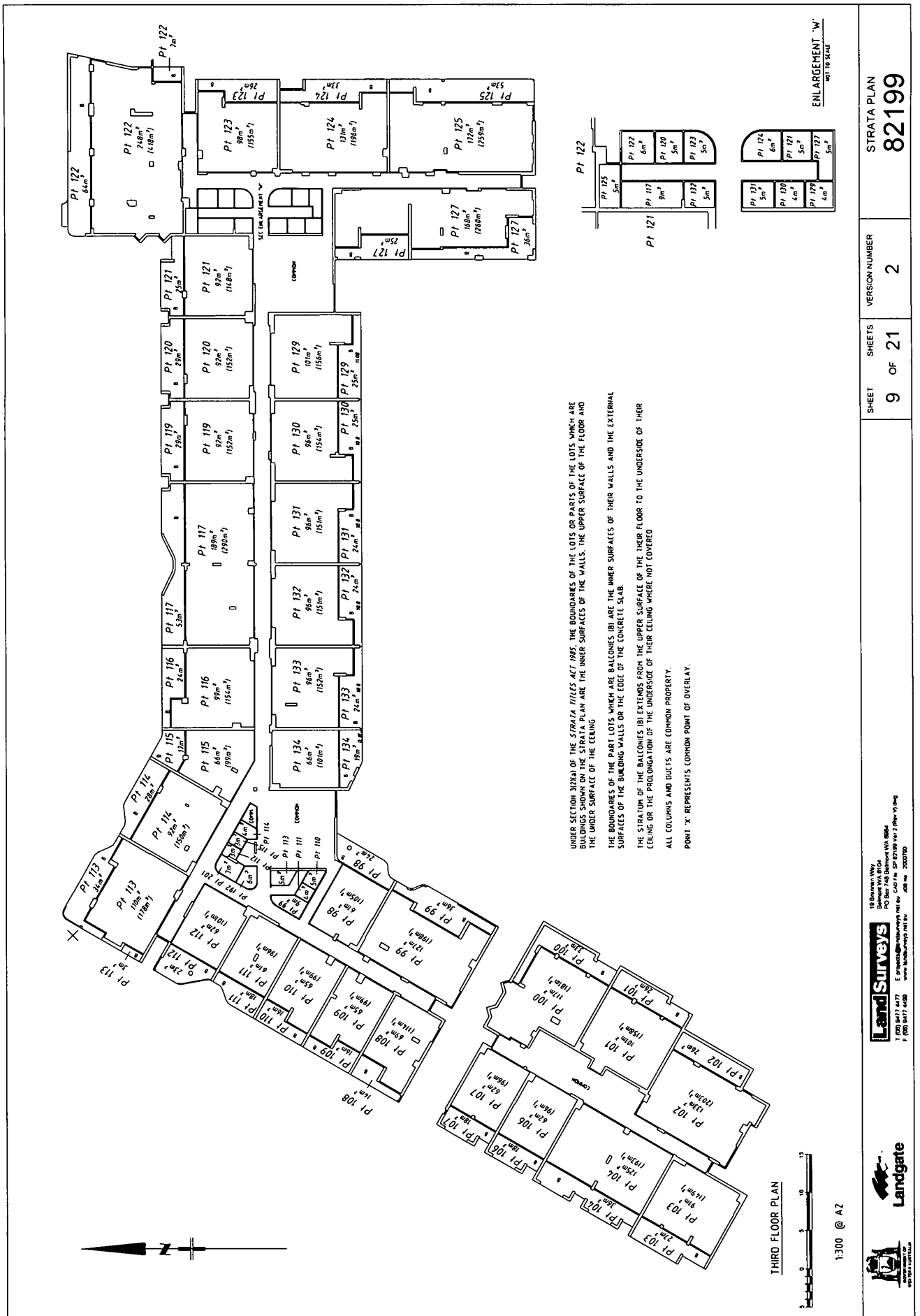
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Address:	9477 4437		
Phone:	9477 4437		
Fax:	9477 4437		
Email:	projects@landsurveys.net.au		
Reference:	2000790		

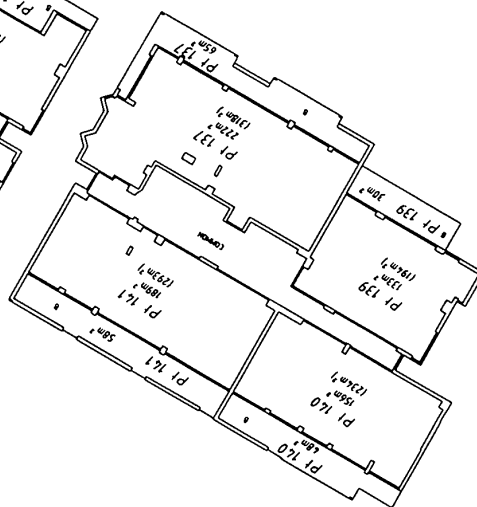
Survey Organisation		Land Surveys	
Name:	P O BOX 748, Belmont		

Lot	Total Area	Floor	Sheet	Lot	Total Area	Floor	Sheet	Lot	Total Area	Floor	Sheet
127	UG B UG	4.6	4	145	97	4 B 4	4.10	217	206	9 LG LG	5.15
248	UG B UG	4.6	4	146	94	4 B 4	4.10	218	256	9 LG LG	5.6.15
214	UG LG LG	5.6	3	147	114	4 B 4	4.10	219	238	9 B B	4.15
190	UG LG LG	5.6	4	148	174	4 B 4	4.10	220	253	10 B B	4.16
264	UG B UG	4.5.6	5	149	148	4 B 4	4.10	221	309	10 B B	4.16
181	UG LG LG	5.6	6	150	96	4 B 4	4.10	222	303	10 B B	4.16
234	UG LG LG	5.6	7	151	262	4 B 4	4.10	223	252	10 B B	4.16
110	UG LG LG	5.6	8	152	257	4 B 4	4.10	224	350	10 B B	4.16
109	UG LG LG	5.6	9	153	221	4 B 4	4.10	225	330	10 B B	4.16
119	UG B UG	4.6	10	154	263	4 B 4	4.10	226	250	10 B LG	4.5.16
110	UG B UG	4.6	11	155	312	4 B 4	4.10	227	250	11 B B	4.17
108	UG B UG	4.6	12	156	290	4 B 4	4.10	228	308	11 B B	4.17
112	UG B UG	4.6	13	157	326	4 B 4	4.10	229	368	11 B B	4.17
112	UG B UG	4.6	14	158	101	5 B 5	4.11	231	498	11 B B	4.17
151	UG B UG	4.6	15	159	198	5 B 5	4.11	232	348	11 B B	4.17
148	UG B UG	4.6	16	160	210	5 B 5	4.11	233	242	11 B B	4.17
190	UG B UG	4.6	17	161	268	5 B 5	4.11	234	251	12 B B	4.18
190	UG B UG	4.6	18	162	178	5 B 5	4.11	235	312	12 LG LG	5.18
181	UG B UG	4.6	19	163	150	5 LG 5	5.11	236	359	12 LG LG	5.18
181	UG B UG	4.6	20	164	99	5 B 5	4.11	238	255	12 LG B	4.19
224	UG B UG	4.6	21	165	200	5 B 5	4.11	239	272	13 LG B	4.19
117	UG B UG	4.6	22	167	230	5 B 5	4.11	240	319	13 LG B	4.19
225	UG B UG	4.6	23	168	208	5 B 5	4.11	241	374	13 LG LG	5.19
218	UG B UG	4.6	24	169	217	5 B 5	4.11	243	243	13 LG LG	5.19
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108	1 B 1	4.7	27	172	248	5 B 5	4.11	246	395	15 LG B	4.21
187	1 LG LG	5.7	28	173	249	5 B 5	4.11	247	376	15 LG B	4.21
159	1 LG LG	5.7	29	174	101	6 B LG	4.5.12	248	313	15 LG LG	5
183	1 LG LG	5.7	30	175	199	6 B 6	4.12	249	94	UG LG	5.6
148	1 LG LG	5.7	31	176	200	6 B 6	4.12	250	174	UG LG	5.6
189	1 LG LG	5.7	32	177	286	6 B 6	4.12	251	147	UG LG	5.6
94	1 LG LG	5.7	33	178	186	6 B 6	4.12	252	423	UG LG LG	5.6
94	1 LG LG	5.7	34	179	186	6 B 6	4.12	253	209	10 LG B	4.18
113	1 B B	4.7	35	180	186	6 B 6	4.12	254	258	10 LG B	4.18
113	1 B B	4.7	36	181	150	6 LG 6	5.12	256	477	14 LG B	4.20
37	1 B 1	4.7	37	182	112	6 B 6	4.12	257	546	15 LG B	4.21
98	1 B 1	4.7	38	183	243	6 B 6	4.12	260	307	11 LG B	4.17
94	1 B 1	4.7	39	184	215	6 B 6	4.12				
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178	1 B 1	4.7	41	186	212	6 B 6	4.12				
152	1 B 1	4.7	42	187	248	6 B 6	4.12				
153	1 B 1	4.7	43	188	251	6 B 6	4.12				
90	1 B 1	4.7	44	189	253	6 B 6	4.12				
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150	1 B 1	4.7	46	191	348	7 LG LG	5.13				
147	1 B 1	4.7	47	192	358	7 LG 3	5.9.13				
353	1 B 1	4.7	48	193	215	7 B 8	4.13				
351	1 B 1	4.7	49	194	211	7 B 8	4.13				
100	1 B 1	4.7	50	195	277	7 B 8	4.13				
100	1 B 1	4.7	51	196	211	7 B 8	4.13				
100	1 B 1	4.7	52	197	250	7 B 8	4.13				
175	1 B LG	4.5.7	53	198	290	7 LG LG	5.13				
105	1 B 1	4.7	54	199	233	7 LG 4	5.10.13				
156	1 B 1	4.7	55	200	256	8 LG LG	5.14				
151	1 B 1	4.7	56	201	230	8 LG 3	5.9.14				
151	1 B 1	4.7	57	202	248	8 B LG	4.5.14				
103	1 B B	4.7	58	203	243	8 B 8	4.14				
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189	2 B 2	4.8	61	206	213	8 LG LG	5.14				
160	2 LG LG	5.8	62	207	278	8 LG LG	5.14				
182	2 LG LG	5.8	63	208	238	8 LG LG	5.14				
147	2 LG LG	5.8	64	209	238	8 LG LG	5.14				
100	2 LG LG	5.8	65	210	251	8 B 8	4.15				
94	2 LG LG	5.8	66	211	229	8 B 8	4.15				
94	2 LG LG	5.8	67	212	244	8 B 8	4.15				
113	2 LG LG	5.8	68	213	247	8 B LG	4.5.15				
113	2 B B	4.8	69	214	258	8 LG LG	5.15				
99	2 B B	4.8	70	215	355	8 LG LG	5.15				
99	2 B B	4.8	71	216	409	8 LG LG	5.15				









THE UNDER SURFACE OF THE CEILING

THE BOUNDARIES OF THE PART LOTS WHICH ARE BALCONIES (B) ARE THE INNER SURFACES OF THEIR WALLS AND THE EXTERNAL SURFACES OF THE BUILDING WALLS OR THE EDGE OF THE CONCRETE SLAB

THE STRUTUM OF THE BALCONES (B) EXTENDS FROM THE UPPER SURFACE OF THE THEIR FLOOR TO THE UNDERSIDE OF THEIR CEILING OR THE PROLONGATION OF THE UNDERSIDE OF THEIR CEILING WHERE NOT COVERED

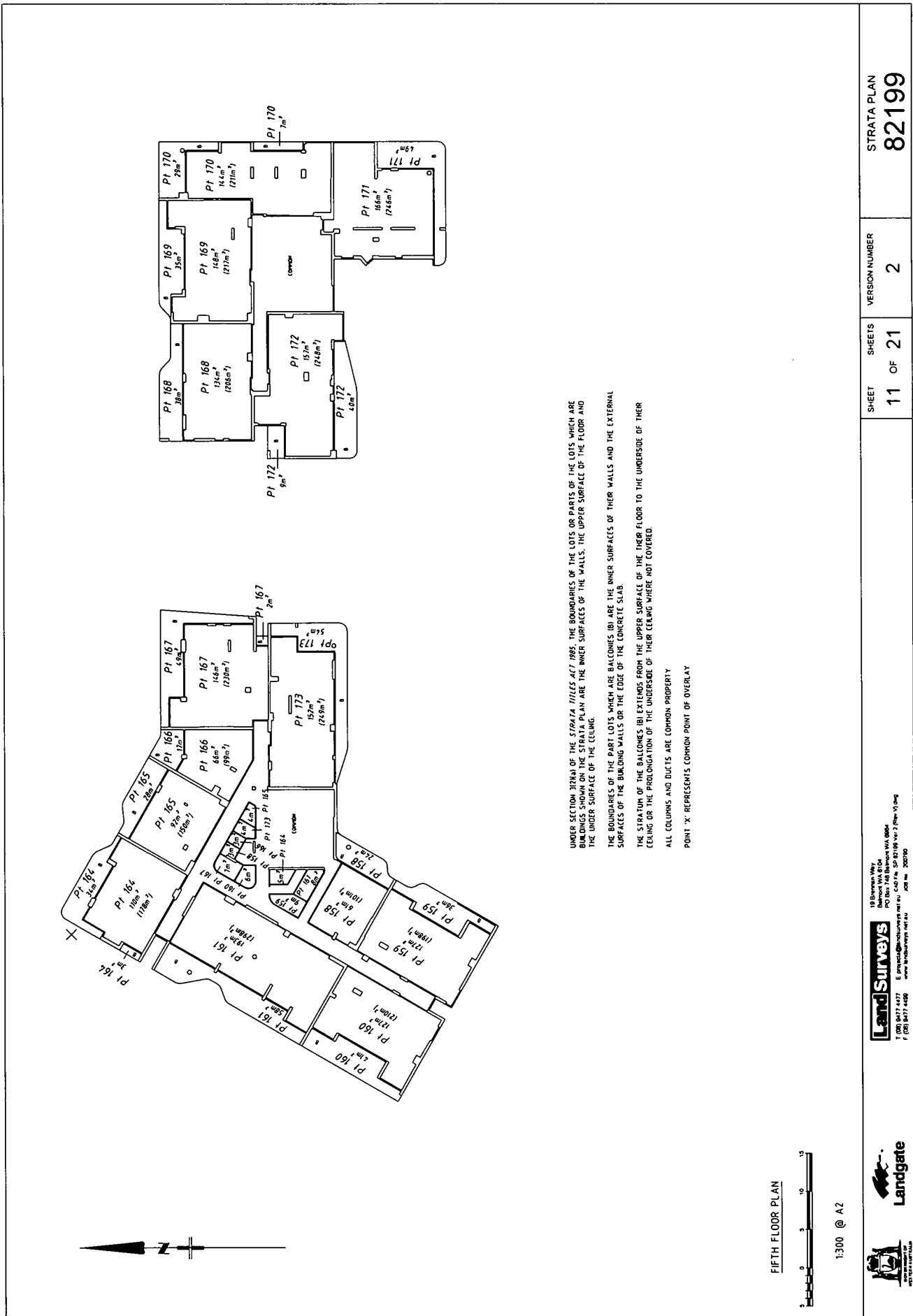
ALL COLUMNS AND DUCTS ARE COMMON PROPERTY.

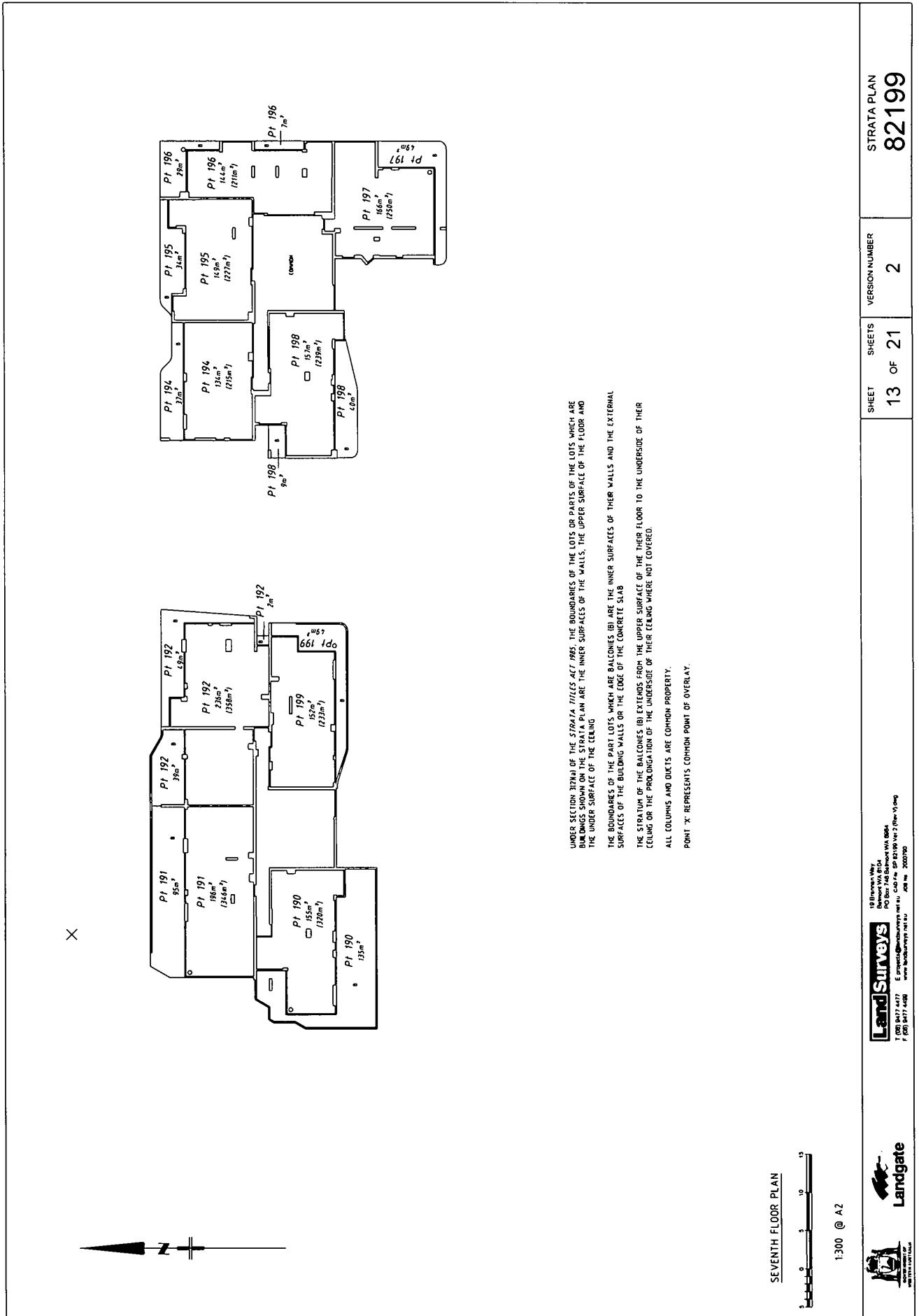
POINT "X" REPRESENTS COMMON POINT OF OVERLAY.

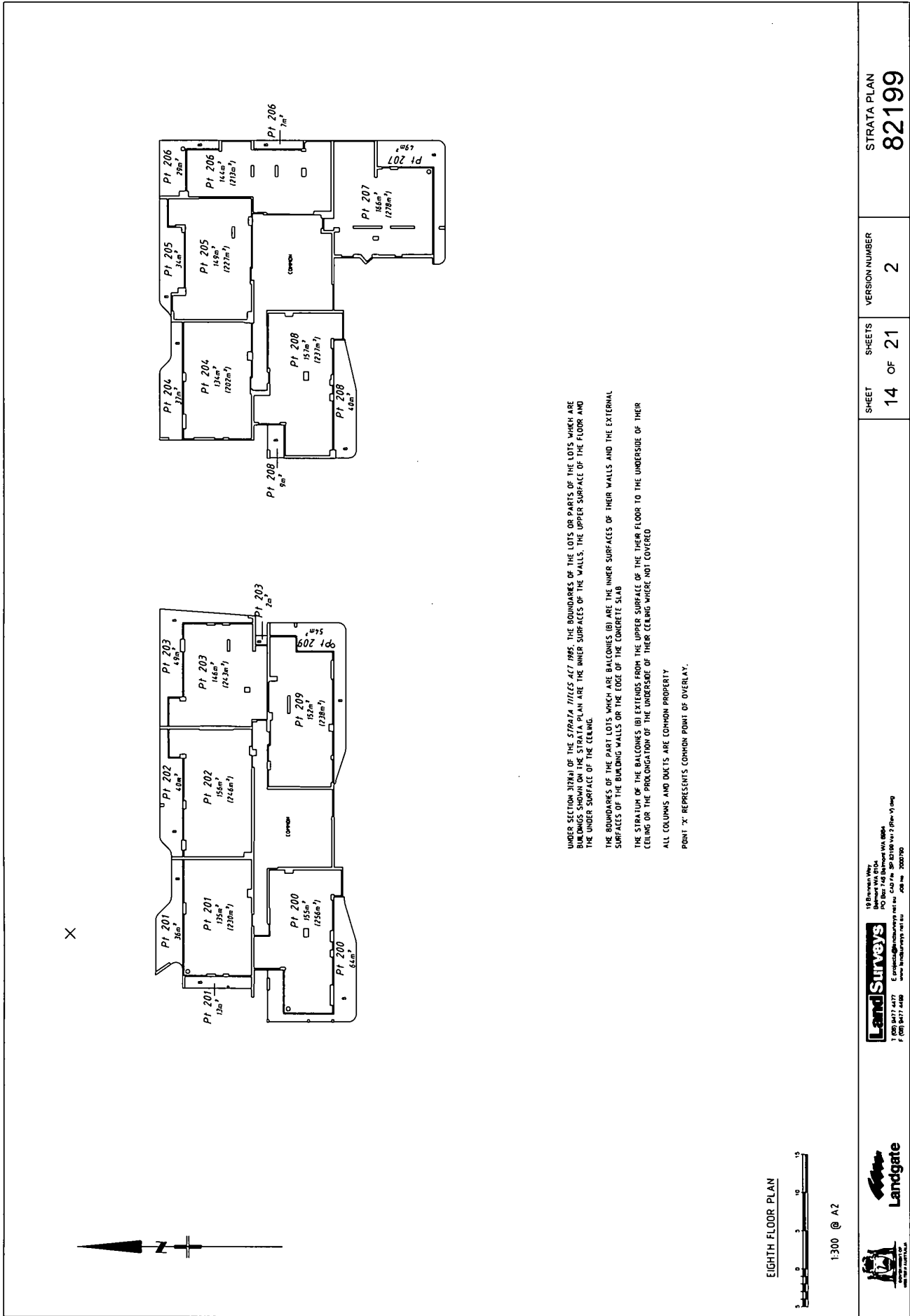
FOURTH FLOOR PLAN

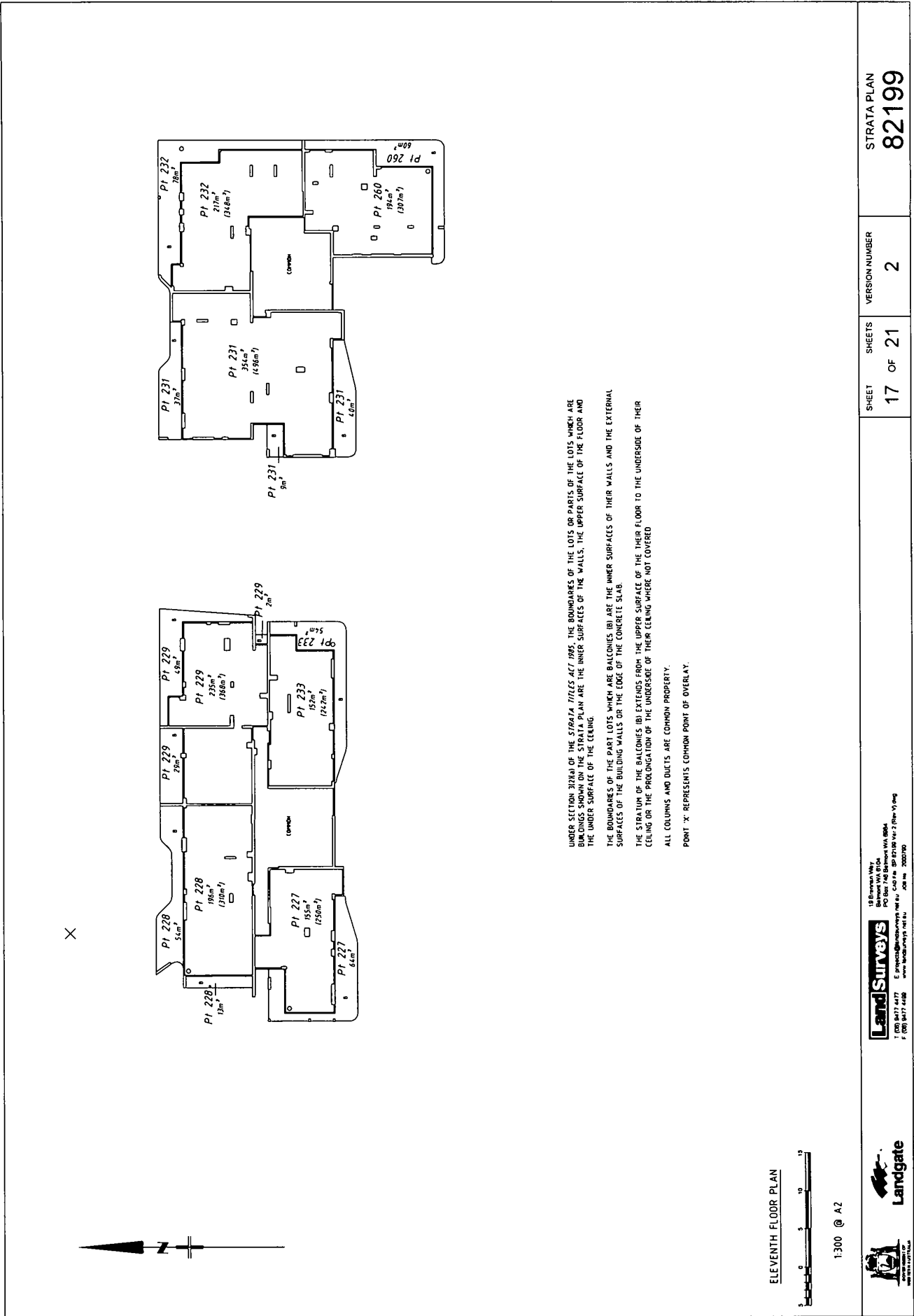


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POINT "X" REPRESENTS COMMON POINT OF OVERLAY.

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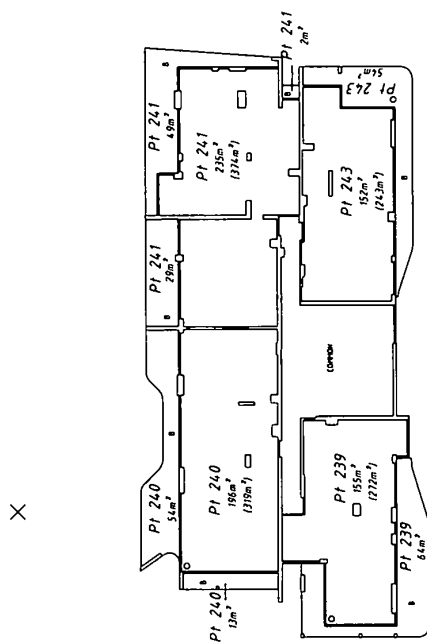
Landgate

Land Surveys
18 Brecken Way
Belmont WA 9804
PO Box 748 Belmont WA 9804
E projects@landsurveys.net.au CAD file: SP021380.Ver.2 (Rev. V) dwg
(03) 9477 4477 www.landsurveys.net.au A08 file: 2000700
(03) 9477 4450

STRATA PLAN
82199

2
VERSION NUMBER

SHEET SHEETS
18 OF 21



UNDER SECTION 32(1)(a) OF THE STRATA TITLES ACT 1985, THE BOUNDARIES OF THE LOTS OR PARTS OF THE LOTS WHICH ARE BUILDINGS SHOWN ON THE STRATA PLAN ARE THE INNER SURFACES OF THE WALLS, THE UPPER SURFACE OF THE FLOOR AND THE UNDER SURFACE OF THE CEILING.

THE BOUNDARIES OF THE PART LOTS WHICH ARE BALCONIES (B) ARE THE INNER SURFACES OF THEIR WALLS AND THE EXTERNAL SURFACES OF THE BUILDING WALLS OR THE EDGE OF THE CONCRETE SLAB.

THE STRUT OF THE BALCONIES (B) EXTENDS FROM THE UPPER SURFACE OF THE FLOOR TO THE UNDERSIDE OF THEIR CEILING OR THE PROLONGATION OF THE UNDERSIDE OF THEIR CEILING WHERE NOT COVERED.

ALL COLUMNS AND DUCTS ARE COMMON PROPERTY.

POINT 'X' REPRESENTS COMMON POINT OF OVERLAY.

THIRTEENTH FLOOR PLAN



1:300 @ A2

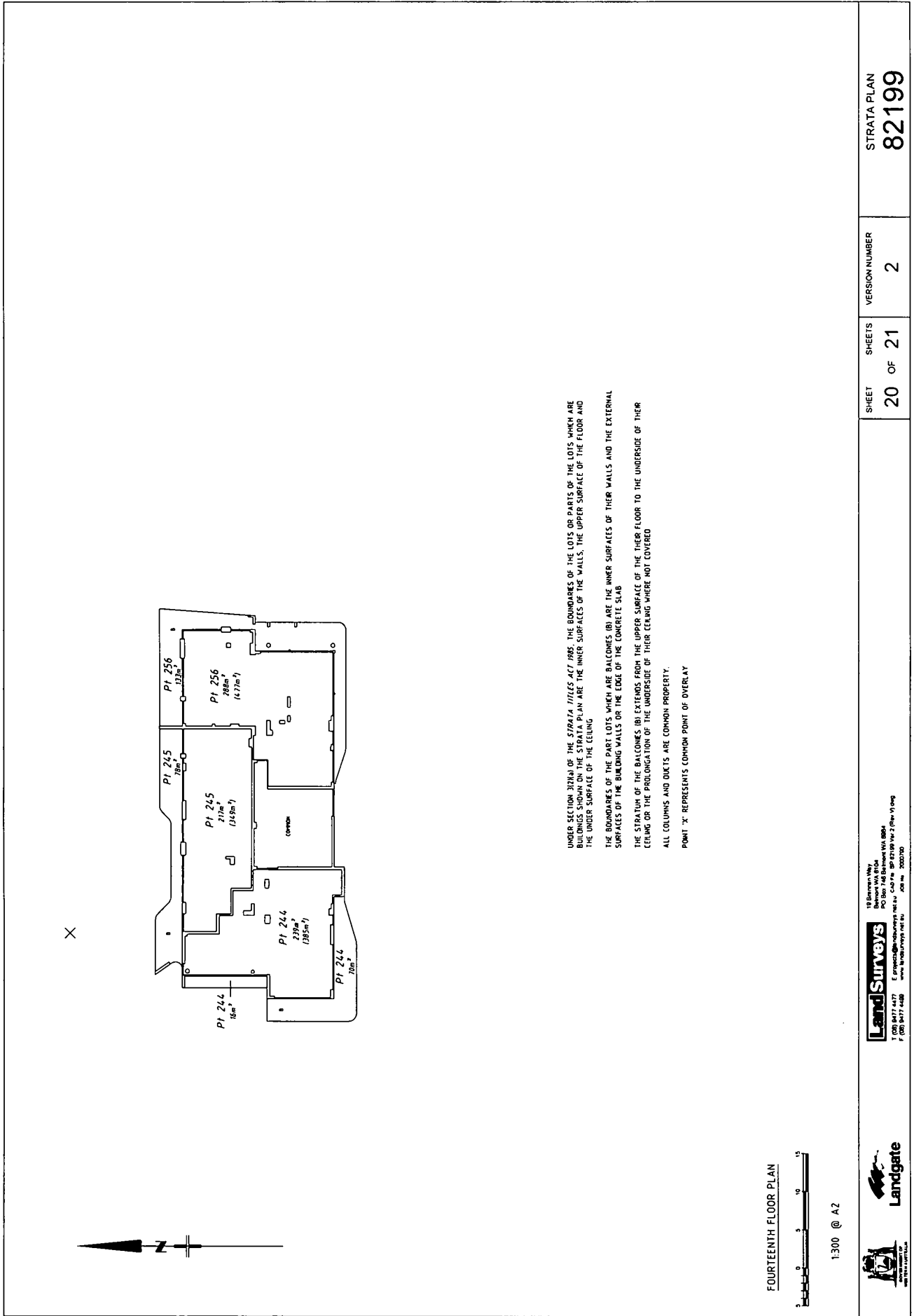


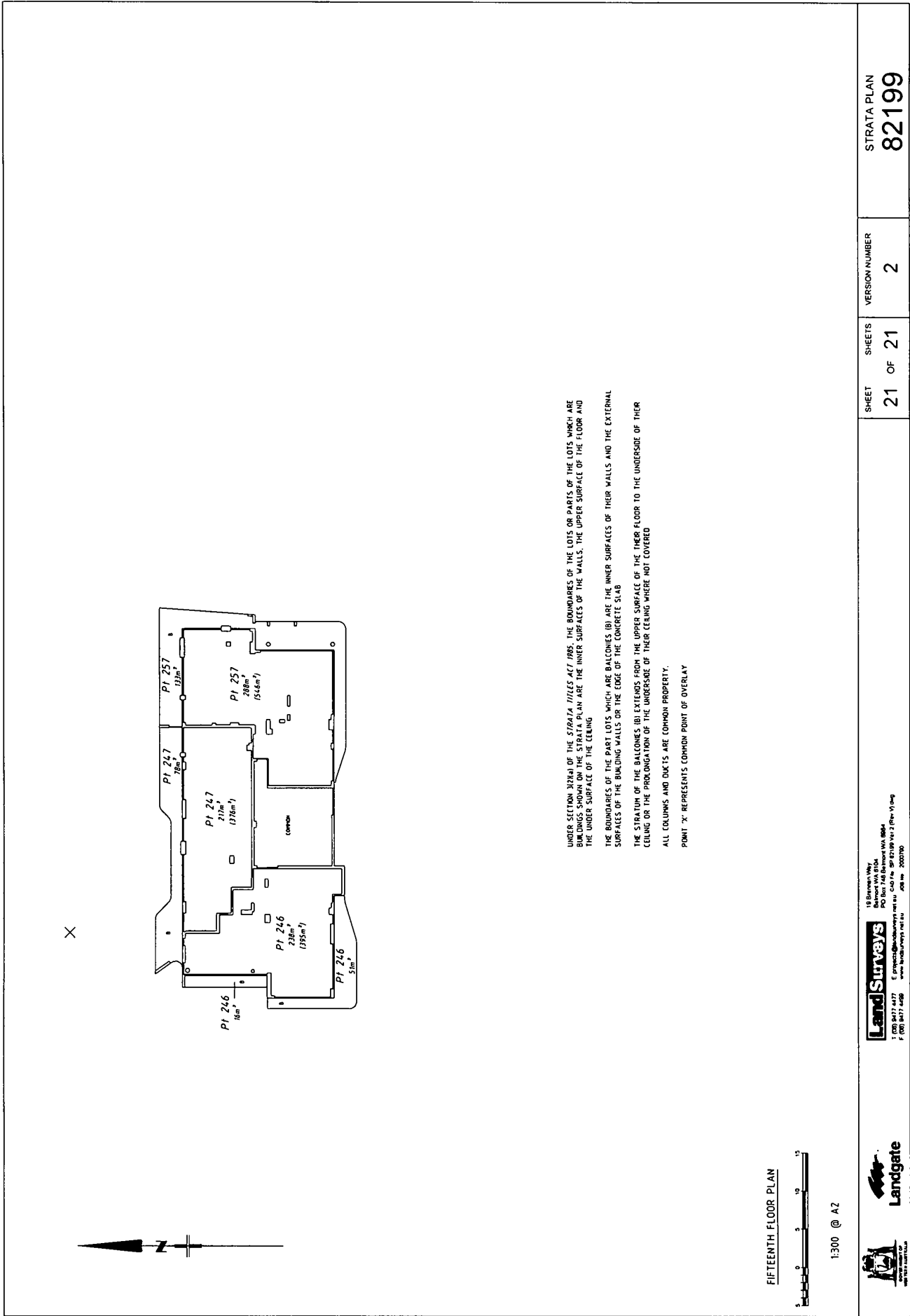
18 Brunen Way
Bentley WA 6102
PO Box 740 Bentley WA 6102
T (08) 9477 4477 E enquiries@landgate.wa.gov.au C4274e SP 82188 Ver 2 (Rev V) .img
F (08) 9477 4488 www.landgate.wa.gov.au JOB No 3003790

STRATA PLAN
82199

VERSION NUMBER
2

SHEET
19 OF 21





Land Surveys
18 Berriman Way
Barramundi WA 8104
PO Box 744 Barramundi WA 8104
G: 08 9477 4477
F: 08 9477 4477
www.landgate.wa.gov.au



STRATA PLAN
82199

VERSION NUMBER
2

SHEET
21 OF 21





Annexure B

Schedule of Unit Entitlements

Approved form number 2021-47738

Effective for use from 07/07/2021



Legislation

Strata Titles Act 1985

Section 37, Schedule 2A cl. 21T(1)(d) & Schedule 2A cl. 31E(1)(c)

Unit Entitlement Schedule

Scheme Number SP82199

Scheme Address 1-3 AIRLIE STREET, CLAREMONT WA

Lot Number	Unit Entitlement
1	16
2	36
3	32
4	25
5	37
6	23
7	32
9	15
10	15
11	19
12	15
13	15
14	15
15	15
16	23
17	23
18	38
19	36
20	25
21	32
22	16
23	26
24	26
25	16
26	16
27	36
28	32
29	25
30	36
31	23
32	35

Lot Number	Unit Entitlement
86	25
87	33
88	16
89	27
90	27
91	16
92	25
93	25
94	25
95	25
96	25
97	16
98	17
99	38
100	35
101	26
102	38
103	24
104	39
106	17
107	17
108	20
109	17
110	17
111	17
112	17
113	28
114	25
115	17
116	26
117	52

Lot Number	Unit Entitlement
173	51
174	19
175	43
176	43
177	63
180	33
181	28
182	20
183	52
184	50
185	52
186	51
187	52
188	53
189	53
190	58
191	83
192	96
194	53
195	55
196	54
197	55
198	55
199	55
200	58
201	59
202	60
203	59
204	55
205	57
206	56



Scheme Number SP82199

Scheme Address 1-3 AIRLIE STREET, CLAREMONT WA

Lot Number	Unit Entitlement
34	15
35	15
36	19
37	15
38	15
39	15
40	15
41	26
42	24
43	16
44	25
45	24
46	24
47	24
48	77
50	60
52	16
53	26
54	26
55	16
56	24
57	24
58	24
59	16
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61	37
62	34
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64	37
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66	37
68	16
69	16
70	19
71	16
72	17
73	16
74	16
75	27
76	25
77	17
78	25
79	25
80	25
81	25
82	25

Lot Number	Unit Entitlement
119	26
120	26
121	26
122	94
123	26
124	34
125	46
127	48
129	26
130	26
131	26
132	26
133	26
134	17
135	17
136	40
137	63
139	40
140	48
141	61
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147	18
148	30
149	26
150	18
151	50
152	48
153	49
154	50
155	51
156	51
157	51
158	18
159	41
160	41
161	62
164	31
165	27
166	18
167	50
168	48
169	51
170	50

Lot Number	Unit Entitlement
207	59
208	57
209	57
210	60
211	61
212	61
213	61
214	73
215	98
217	83
218	65
219	59
220	63
221	89
222	104
224	76
225	102
226	62
227	67
228	92
229	109
231	154
232	108
233	66
234	69
235	96
236	113
238	69
239	73
240	99
241	116
243	71
244	124
245	121
246	130
247	127
248	49
249	15
250	28
251	28
252	54
253	86
254	68
256	149
257	158
260	90



Scheme Number SP82199

Scheme Address 1-3 AIRLIE STREET, CLAREMONT WA

Lot Number	Unit Entitlement
83	25
84	81

Lot Number	Unit Entitlement
171	51
172	51

Sum of all unit entitlements of all lots in the strata titles scheme: 10000

CERTIFICATE OF LICENSED VALUER

I, Brad Dawson, being a Licensed Valuer, licensed under the *Land Valuers Licensing Act 1978*, certify that the proportion that the unit entitlement of a lot as stated in the Schedule of Unit Entitlements above bears to the sum of the unit entitlements of all lots in the strata titles scheme is not greater than 5% more or 5% less than the proportion that the value (as that term is defined in section 37(3) of the *Strata Titles Act 1985*) of that lot bears to the sum of the value of all the lots in the strata titles scheme.

26th February 2024

Date



Digitally signed by Brad Dawson
Date: 2024.04.19 14:57:05
+08'00'

Licensed Valuer Signature





INSTRUCTIONS

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

NOTES

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

EXAMINED

EMBOSSSED COMMON SEAL

OFFICE USE ONLY

P968107 E

26 Apr 2024 14:54:37 Perth



LODGED BY McLeods Lawyers
ADDRESS 220 Stirling Highway
CLAREMONT WA 6010
PHONE No. 9383 3133
FAX No. 9383 4935
REFERENCE No. FG:CLAR:46802 POS Easement
ISSUING BOX No. 346K

PREPARED BY McLeods Lawyers
ADDRESS 220 Stirling Highway
CLAREMONT WA 6010
PHONE No. 9383 3133 FAX No. 9383 4935

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

TITLES, LEASES, DECLARATIONS ETC. LODGED HERewith

1. Walter Received Items
2. Letter Nos. (5)
3. _____
4. _____
5. _____
6. _____ Receiving Clerk ✓

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

EXECUTED by the parties as a Deed:

EXECUTED by 1 AIRLIE ST CLAREMONT
PTY LTD (ACN 628 788 241) pursuant to
Section 127 of the Corporations Act:

Paul Benjamin Blackburne

Full Name of Sole Director & Sole Secretary



Signature of Sole Director & Sole Secretary

THE COMMON SEAL of the TOWN OF
CLAREMONT was hereunto affixed in the
presence of:



MAYOR

JOHN GILBERT BARKER

(Print Full Name)



CHIEF EXECUTIVE OFFICER

Elizabeth Joan Ledger

(Print Full Name)



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MORTGAGEE'S CONSENT

CBA CORPORATE SERVICES (NSW) PTY LIMITED being the Mortgagee under Mortgage O820734 HEREBY CONSENTS to this Deed and to the grant of easement contained herein.

DATED the 19th day of October 2023.

[Handwritten Signature]

Signed for and on behalf of
CBA CORPORATE SERVICES (NSW)
PTY LIMITED ACN 072 765 434 by
Lishitha Pathar (Associate Director)
as duly appointed attorney appointed under
Power of Attorney Book Number
dated November 20 who by executing
this deed confirms that there has been no
notice received of revocation of the Attorney
in the presence of

[Handwritten Signature]
Signature of Witness Signed
WARREN LAW
Name of Witness



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SCHEDULE

ITEM 1: SERVIENT TENEMENT

Common Property on Strata Plan 82199.

ITEM 2: SPECIFIED ENCUMBRANCES:

1. Mortgage O820734; and
2. Notification P606313.



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When the day or last day for doing an act is not a Business Day, the day or last day for doing the act will be the next following Business Day.

Unless contrary to the sense or context, a reference to a party includes that party's executors, administrators, personal representatives, successors and assigns.

A reference to a statute includes a regulation, by-law, requisition or order made under that statute and any amendment to or re-enactment of that statute, regulation, by-law, requisition or order from time to time in force.

Where applicable:

- (a) words denoting the singular include the plural;
- (b) words denoting the plural include the singular; and
- (c) words denoting a gender include each gender.

Reference to a thing (including any reference in a definition in this clause) includes a reference to the whole and each part of that thing.

Unless the context otherwise requires a reference to a clause is a reference to a clause of this deed, and a reference to a subclause is a reference to a subclause of the clause in which the reference occurs.

Where applicable, a reference to a person includes a body corporate and reference to a body corporate includes a natural person.



8.2 Notices

Any notice, or other communication to or by a party under this deed:

(a) must be in writing and given:

(i) in the case of the Grantor - to the address of the Grantor shown on the Certificate of Title for the Servient Tenement; and

(ii) in the case of the Grantee - to the address of the Grantee shown on this deed,

or to any other address specified by any party to the sender by notice;

(b) must be signed by the sender or an attorney, or a director or secretary or under the common seal of the sender or by the chief executive officer or by a solicitor on behalf of the sender; and

(c) will be treated as having been given by the sender and received by or served on the addressee:

(i) if by delivery in person - when delivered to the addressee; and

(ii) if by registered post - on the day which is the third Business Day after the date of posting.

9. INTERPRETATION

Where a reference to a party includes more than one person the rights and obligation of those persons shall be joint and several.

Headings have been inserted for guidance only and shall be deemed not to form part of the context.

The Schedule forms part of this deed.



7. GRANTEE'S COVENANTS AND ACKNOWLEDGEMENTS

The Grantee acknowledges that:

- (a) the rights created in this Easement are not granted exclusively and are granted by the Grantor in common with the corresponding rights of the Grantor and other persons lawfully entitled to exercise such rights and that where the consent of the Grantee is required pursuant to the terms of this grant, such consent shall not unreasonably be withheld;
- (b) subject to **clause 3**, in the event of the Grantor needing to obstruct a portion of the Easement temporarily for a purpose associated with the use of the Servient Tenement, the Grantee will not unreasonably withhold its consent PROVIDED THAT access through or to the Easement is not in the opinion of the Grantee unreasonably impeded;
- (c) the Easement is limited to pedestrian movement over the Easement Area and nothing in this deed, entitles any person to bring onto or use a Motor Vehicle on the Easement Area, except where necessary to undertake any repair or maintenance to the Easement Area or to permit access to emergency vehicles in the event of an emergency; and
- (d) this Easement shall not prevent the Grantor or any other party authorised by the Grantor placing furniture, signage, rubbish bins and other removable or non-removable items within those portions of the Easement Area depicted with the letters "B", "C" and "D", subject to any applicable statutory requirements and provided the rights of access granted pursuant to this Easement are not unreasonably restricted.

8. GENERAL

8.1 Further assurances

Each party agrees to sign, execute and complete all further assurances and documents and to do all things reasonably required to complete the matters set out in, or contemplated by, this deed; and register this deed at Landgate.



- (a) loss of any kind;
- (b) loss, injury or damage of or to any kind or property; and
- (c) death, injury or sickness of any person,

directly or indirectly caused by or arising out of or in connection with:

- (d) any work carried out by or on behalf of the Grantee on or near the Easement Area;
and
- (e) any default of the Grantee in the due and punctual performance of, or compliance with, any of its covenants and obligations; and
- (f) any negligent act or omission of the Grantee.

6. GRANTOR'S FURTHER COVENANTS

The Grantor HEREBY COVENANTS AND AGREES with the Grantee that:

(a) Grantor's Power

The Grantor has full power to make the grant set out in this deed and assures the Grantee that subject to clause 3, such grant shall remain to and be quietly held and enjoyed by the Grantee and the benefit thereof shall be received and taken accordingly without interruption or disturbance by the Grantor or any person claiming by, through, under or in trust for or in any way against the Grantor.

(b) Grantor to Perfect Grant Where Required

The Grantor and every other person having or rightfully claiming any estate or interest in the Servient Tenement will from time to time and at all times at the request of the Grantee do all such lawful things for more perfectly assuring the grant set out in this deed as the Grantee reasonably requires.



(iv) the entry by the Grantee into this Easement and the entitlement of the Grantor pursuant to **clause 3(b)** shall not in any way fetter the statutory discretion of the Grantee under any written law.

(d) The Grantor acknowledges that the Easement Area may be accessed by invitees of owners and tenants of lots within Strata Scheme 81299 outside the hours of sunrise to sunset.

4. REPAIR AND MAINTENANCE OF EASEMENT AREA

(a) The Grantor agrees at its cost to maintain the Easement Area to a reasonable standard and to the reasonable satisfaction of the Grantee and to carry out any repairs necessary to ensure that the Easement Area is in a safe and tidy condition.

(b) If the Grantor fails to undertake any repair or maintenance to the Easement Area which the Grantor is required to undertake under **clause 4(a)**, the Grantee may give the Grantor a notice requiring the Grantor to undertake that repair or maintenance.

(c) If the Grantor fails to undertake repair or maintenance within 10 Business Days after a notice is given to the Grantor under **clause 4(b)** the Grantee will be entitled to undertake that repair or maintenance at the cost of the Grantor, such cost to be a liquidated debt recoverable from the Grantor in a court of competent jurisdiction.

(d) The Grantor may install CCTV cameras or other security devices in, on and around the Easement Area.

5. INDEMNITY

The Grantee agrees to indemnify and keep indemnified the Grantor and its respective employees and agents from and against all loss, liability, actions, claims, costs, proceedings, suits, and demands whatsoever (whether arising, founded on or based in contract, tort or in statute or any combination thereof) which they may suffer or incur or which may at any time be brought, maintained or made against all or any one of them in respect of any:



3. OBSTRUCTION AND TEMPORARY CLOSURE OF EASEMENT

(a) Subject to sub-clause (b), the Grantor shall not:

- (i) construct or place or suffer to be constructed or placed, any obstruction on the Easement Area which would inhibit the exercise of the rights by the Grantee and the public at large to pass over the Easement Area; or
- (ii) use or permit the Servient Tenement to be used in such a way as to obstruct or interfere with the exercise of the rights by the Grantee and the public at large under this deed;

without the prior written approval of the Grantee, which approval the Grantee must not unreasonably withhold or delay.

(b) temporarily place, or permit to be placed, furniture associated with alfresco dining during the normal business hours of adjoining business premises within the Easement Area provided that adequate pedestrian access through the Easement Area is maintained during the Access Hours to the reasonable satisfaction of the Grantee.

(c) The Grantor acknowledges that any:

- (i) community event or activity to be held by the Grantor in the Easement Area in accordance with this clause; or
- (ii) alfresco dining proposed to be situated within that portion of the Easement Area as is marked with the letter "C",

may be subject to statutory requirements, including the requirement to obtain an approval or licence from the Grantee in respect of such activity, and the Grantor acknowledges and agrees that:

- (iii) no warranty is given by the Grantee as to the issuance of any statutory approval or licence that is required in respect of any such activity; and



Business Day means a day other than a Saturday, Sunday or public holiday in Western Australia.

Easement means the easement granted by the Grantor as set out in **clause 2** of this deed.

Easement Area means those parts of the Servient Tenement as shown marked with the letters "A1", "A2", "B", "C" and "D" on Strata Plan 82199 and limited in height in accordance with the height limitations shown on Strata Plan 82199;

Motor Vehicle means a vehicle propelled by a motor but does not include a motorised wheelchair or similar conveyance for a disabled person.

Servient Tenement means the land described in **Item 1** of the Schedule.

Specified Encumbrance means the limitations, interests, encumbrances and notifications listed in **Item 2** of the Schedule.

Pedestrian Link means the easement area pedestrian linkages as marked with the letters "A1", "A2" and "C" on Strata Plan 82199 to Public Open Space Areas.

Public Open Space Areas means easement areas shown marked with the letters "B" and "D" on Strata Plan 82199 and being generally consistent with the area approved as public open space under the Development Approval.

2. GRANT OF EASEMENT

Subject to the terms and conditions set out in this Deed, the Grantor being registered as the proprietor of the Servient Tenement, subject to the Specified Encumbrances, HEREBY GRANTS to the Grantee a public access easement for the use and benefit of the public at large under and by virtue of the provisions of sections 195 and 196 of the Land Administration Act 1997 with the full and free right, liberty, power and authority from time to time and during the Access Hours to go, pass and repass over, along and across the Easement Area on foot for the purpose of pedestrian movement.



sunset) and security arrangements, management and maintenance of the open space by the Strata Company to the satisfaction of the Town of Claremont.'

(Condition 16)

'17. No security gates are to be installed between Brighton Park and Brighton Court without the approval of the Town of Claremont. Any proposal to secure the entrance to Brighton Park in this location is to be designed and operated to the satisfaction of the Town of Claremont so as to ensure that they do not present Brighton Park as a 'gated community' and are to maintain its presentation as an inviting community space for the local community in order to maintain consistency with the community benefit arrangements associated with the building incentives for the development as approved by this application.'

(Condition 17)

- D. As part of the Development, the parties have agreed to the creation, construction and maintenance of a public open space (**POS**) and pedestrian links on the Servient Tenement.
- E. The Grantor and the Grantee enter into this deed to create an easement over the POS and pedestrian links for use by the Grantee and the public at large as required by Condition 16 and to further reflect the requirements of Condition 17.

OPERATIVE PART :

1. DEFINITIONS

In this deed:

Access Hours means in respect of the area marked "A1", "A2", "B", "C" and "D" on Strata Plan 82199, between sunrise and sunset in accordance with Condition 16 of the Approval;



BLANK INSTRUMENT FORM**Easement in Gross for Public
Access**

(Note 1)

THIS DEED is made the 31ST day of OCTOBER 2023.**BETWEEN :**

1 AIRLIE ST CLAREMONT PTY LTD (ACN 628)
 788 241) formerly of 1 Airlie Street Claremont,)
 Western Australia but now of Level 1, 10 Rokeby)
 Road, Subiaco, Western Australia (**Grantor**))

AND

TOWN OF CLAREMONT of PO Box 54,)
 Claremont, Western Australia (**Grantee**))

RECITALS:

- A. The Grantor is registered as the proprietor of the Servient Tenement.
- B. The Servient Tenement is situated within the district of the Grantee.
- C. The Servient Tenement comprises part of a mixed use development approved by the Metro Inner-North Joint Development Assessment Panel on 21 July 2020 (**Development**), which approval was issued subject to the following conditions:

'16. Prior to the occupation of any part of the proposed development the owner shall grant to the Town of Claremont an Easement in Gross as shown in approved drawing titled "Public Open Space Plan" on the Certificate of Title and enter into a Deed of agreement to address, access hours (public access to be provided between sunrise and



Document Notes:

IMPORTANT: THIS PAGE FORMS PART OF DOCUMENT [P968107] AND MAY CONTAIN REFERENCES TO AMENDMENTS OR CORRECTIONS TO THE DOCUMENT

15/5/2024 17:07:10

Document timeclock changed to match the IOFD date of SP82199 - 14/05/2024 14:54:32





Government of Western Australia
Department of Finance
RevenueWA

EV002762087-DUTY



Certificate of Duty

Transfer - No Duty Payable

Taxation Administration Act 2003

Section 49, Special Tax Return Arrangement

Certificate Number: 1042302595

Bundle ID 233187609

Transaction Date: 31-10-2023

Certificate Issue Date: 14-11-2023

Client Reference: FG:CLA:46802 Public
Acc

Exemption Type(s): CROWN (SECTION 92) (100%)

Dutiable Transaction: Acquisition Of New Dutiable Property On Its Creation, Grant Or Issue (s 17)

Description of Property

Servient Tenement: Lot CP, Strata 82199 Extent: Whole Volume/Folio: ./.

Dominant Tenement: Lot ., Strata . Extent: Whole Volume/Folio: ./.

Grantor(s): 1 AIRLIE ST CLAREMONT PTY LTD

Grantee(s): TOWN OF CLAREMONT

Reprint - 14-11-2023







Our Ref
Your Ref

FG:CLAR:46802

26 April 2024

Registrar of Titles
Landgate
PO Box 2222
MIDLAND WA 6936



McLEODS
LAWYERS

Stirling Law Chambers
220 Stirling Highway
Claremont WA 6010
Tel (08) 9383 3133
Fax (08) 9383 4935
Email: mcleods@mcleods.com.au

Dear Sir/Madam

Readiness to Proceed: Strata Plan 82199

We are the solicitors for the Town of Claremont and are the lodging party for the sections 195 and 196 Easement and section 195 Easement which are required in connection with Strata Plan 82199.

We hereby authorise and request the registration date of the Easements be amended to the same date that Strata Plan 82199 is placed 'In Order for Dealings'.

Please contact Fiona Grgich of this firm should you wish to discuss any of the above.

Yours faithfully

Fiona Grgich
Partner

Contact: Fiona Grgich
Email: fgrgich@mcleods.com.au

EV002762088 LTR



Liability limited by a scheme approved under Professional Standards Legislation

53_46802_039.docx





INSTRUCTIONS

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

NOTES

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



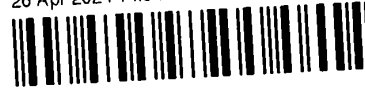
EXAMINED

EMBOSSSED COMMON SEAL

OFFICE USE ONLY

P968108 E

26 Apr 2024 14:54:37 Perth



LODGED BY McLeods Lawyers

ADDRESS PO Box 165
CLAREMONT WA 6910

PHONE No. 08 9383 3133

FAX No. 08 9383 4935

REFERENCE No. FG:CLAR:46802 - Easement

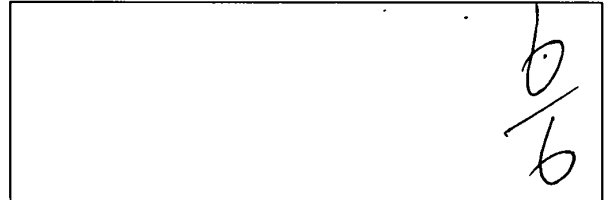
ISSUING BOX No. 346K

PREPARED BY McLeods Lawyers

ADDRESS PO Box 165
CLAREMONT WA 6910

PHONE No. 08 9383 3133 FAX No. 08 9383 4935

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



TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. <u>Consent</u>	Received Items
2. <u>Duty cert</u>	Nos. <u>2</u>
3. _____	
4. _____	
5. _____	
6. _____	Receiving Clerk <u>[Signature]</u>

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.

53_46802_027.doc



EXECUTED by the parties as a Deed:

EXECUTED by 1 AIRLIE ST CLAREMONT
PTY LTD (ACN 628 788 241) pursuant to
Section 127 of the Corporations Act:

Paul Benjamin Blackburne

Full Name of Sole Director & Sole Secretary



Signature of Sole Director & Sole Secretary

THE COMMON SEAL of the TOWN OF
CLAREMONT was hereunto affixed in the
presence of:


MAYOR

JOHN GILBERT BARKER
(Print Full Name)


CHIEF EXECUTIVE OFFICER

Elizabeth Joan Ledger
(Print Full Name)

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MORTGAGEE'S CONSENT

CBA CORPORATE SERVICES (NSW) PTY LIMITED being the Mortgagee under Mortgage O820734 HEREBY CONSENTS to this Deed and to the grant of easement contained herein.

DATED the 19th day of October 2023.

4 Palmer

Signed for and on behalf of
CBA CORPORATE SERVICES (NSW)
PTY LIMITED ACN 072 765 434 by
Loshita Pather (Associate Director)
as duly appointed attorney appointed under
Power of Attorney Book Number
dated November 20 who by executing
this Deed confirms that there has been no
notice received of revocation of the Attorney
in the presence of

Warren Law
Signature of Witness Signed

WARREN LAW
Name of Witness

SCHEDULE

ITEM 1: THE SERVIENT TENEMENT

Common Property on Strata Plan 82199.

ITEM 2: ENCUMBRANCES

1. Mortgage O820734; and
2. Interests as notified on Strata Plan 82199.

Headings have been inserted for guidance only and shall be deemed not to form part of the context.

The Schedule forms part of this Deed.



- (a) the rights created in the Easement herein are not granted exclusively and are granted by the Grantor in common with the corresponding rights of the Grantor and other persons lawfully entitled to exercise such rights and that where the consent of the Grantee is required pursuant to the terms of this grant, such consent shall not unreasonably be withheld;
- (b) in the event of the Grantor needing to obstruct a portion of the Easement temporarily for a purpose associated with the use of the Servient Tenement, the Grantee will not unreasonably withhold its consent PROVIDED THAT access through or to the Easement is not in the opinion of the Grantee unreasonably impeded;
- (c) the Grantor may wish to install pipes and services within the Easement and the Grantee agrees that so long as clause 2(b) and clause 3 of this Deed are complied with and so long as the Easement remains in a trafficable condition the Grantee shall not unreasonably object to the installation of such pipes and services; and
- (d) the Grantor is only liable under this Deed for anything occurring while that Grantor is the owner of the Servient Tenement.

11. COSTS

The Grantor shall pay the costs, including the Grantee's solicitors' costs, of and incidental to the preparation (including drafts), execution, stamping and registration of this Deed and all stamp duties and registration fees payable hereon including the costs of preparation and lodgement of any surrender or modification of this Easement.

12. INTERPRETATION

Reference to the parties includes their personal representatives, successors and lawful assigns.

Where a reference to a party includes more than one person the rights and obligation of those persons shall be joint and several.

forms the opinion that the indemnity and/or the insurance is inadequate or inadequately secured, then the Grantee may refuse to provide waste collection for the Land and alternative arrangements for kerbside collection, including the construction of a bin storage area, will need to be implemented to the Grantee's reasonable satisfaction.

8. GRANTOR'S ACKNOWLEDGEMENTS: BAR TO CLAIM

The Grantor acknowledges and agrees with the Grantee that, subject to **clause 6(c)**, this Deed may be pleaded in any Court as a bar to any action, suit, claim, cause of action or proceeding whatsoever commenced or at any time to be commenced by the Grantor or any person or body claiming through the Grantor or by any person or body whatsoever against the Grantee in respect of any damage loss or injury caused to the Pavement arising out of the use of the Servient Tenement and the Pavement for waste disposal collection services.

9. GRANTEE'S COVENANTS

The Grantee covenants and agrees with the Grantor that:

- (a) it shall ensure any authorised officers, employees, agents and contractors of the Grantee using the Pavement and the Servient Tenement shall possess the necessary approvals or licences when in charge of any vehicles utilised in rubbish collection;
- (b) it shall use its best endeavours not to cause any damage to the Pavement and /or the Servient Tenement; and
- (c) it shall take reasonable care when collecting waste from the Servient Tenement and carry out the waste disposal collection services in a manner so as to cause as little disruption or nuisance as is reasonably practicable to the persons residing at the lots on the Strata Plan and to the business being conducted on those lots.

10. GRANTEE'S ACKNOWLEDGEMENTS

The Grantee acknowledges that:

except to the extent caused as a result of the direct or indirect negligence, wrongful act or omission or wilful misconduct of the Town, its employees, agents, authorised officers or appointed contractors.

5. INSURANCE

The Grantor shall effect and maintain to an adequate level the following insurance policy to be held with insurers acceptable to the Grantee, acting reasonably, being public liability insurance for a sum not less than twenty million dollars (\$20,000,000) in respect of any one claim or such greater amount as the Grantee may from time to time reasonably require in respect of the Servient Tenement and Pavement.

6. GRANTOR'S ACKNOWLEDGEMENTS

The Grantor acknowledges that:

- (a) damage to the Pavement may be caused by vehicles and equipment used by the Grantee or its employees, agents or appointed contractors to access or manoeuvre through parts of the Servient Tenement;
- (b) loss, injury or death suffered by any person or to the property of any person may be caused by vehicles and equipment used by the Grantee or its employees, agents or appointed contractors to access or manoeuvre through parts of the Servient Tenement; and
- (c) if such damage, loss, injury or death is caused during the normal course of waste collection or any directly associated activity, the Grantee will be indemnified in accordance with **clause 4** of this Deed, except to the extent such damage is caused by the direct or indirect negligence, wrongful act or omission or wilful misconduct of the Grantee, its employees, agents, authorised officers or appointed contractors.

7. FAILURE TO INDEMNIFY/INSURE

If the Grantor fails to indemnify or maintain the indemnity to the Grantee in accordance with **clause 4** and/or the insurance referred to in **clause 5** of this Deed, or the Grantee

(ii) the Grantor shall indemnify the Grantee against any costs that may be incurred by the Grantee in the removal of any of the obstruction located on the Easement; and

(iii) the Grantee is under no obligation to replace, repair or reinstate any Improvements that it removes in accordance with this clause.

(d) Permit Access

The Grantor will at all times permit the Grantee its authorised officers, employees, contractors, agents and other persons from time to time authorised by it with or without motor vehicles, tools, engines and machinery to enter upon the Servient Tenement for the purpose of exercising and enjoying the rights hereby granted.

3. **GRANTOR'S COVENANTS**

The Grantor HEREBY COVENANTS with the Grantee that the Grantor will bear the responsibility for the repair and maintenance and the cost of the repair and maintenance of the Easement.

4. **INDEMNITY**

Subject to **clause 6(d)**, the Grantor discharges, releases and indemnifies the Grantee, its employees, agents, authorised officers and contractors from any claim for damage or loss or compensation whatsoever in respect of:

(a) any loss, damage, wear or tear which may be caused to the pavement on the Servient Tenement which includes all internal roadways, including associated infrastructure such as kerbing and drainage structures (insofar as drainage structures are under or near an internal roadway) (**Pavement**) arising out of or in connection with the use of the Servient Tenement and the Pavement for waste disposal collection services; and

(b) any loss, death or injury to any person or the loss or damage to any property of any person on the Servient Tenement,

2. GRANTOR'S COVENANTS

The Grantor HEREBY COVENANTS AND AGREES with the Grantee that:

(a) Grantor's Power

Notwithstanding anything made, done, omitted or knowingly suffered, the Grantor has full power to make the grant set out herein and assures the Grantee such grant shall remain to and be quietly held and enjoyed by the Grantee and the benefit thereof shall be received and taken accordingly without interruption or disturbance by the Grantor or any person claiming by, through, under or in trust for or in any way against the Grantor.

(b) No Obstruction of Easement

The Grantor will not construct erect or build or suffer to be constructed erected or built any building structure or obstruction whatsoever on the Easement or any part thereof or use or permit the Servient Tenement to be used in such a way as to obstruct or interfere with the use of the Easement without the consent in writing of the Grantee first being obtained, which consent must not be unreasonably withheld or delayed.

(c) Removal of Obstruction

If the Grantor (or the Grantor's successors in title as applicable) constructs, erects or builds or suffers to be constructed, erected or built any building structure or obstruction whatsoever on the Easement and it prevents the Grantee from exercising its rights under this Deed, the Grantor acknowledges and agrees that:

- (i) the Grantee may without prior notice to the Grantor remove the obstruction located on the Easement at the reasonable expense of the Grantor;

BLANK INSTRUMENT FORM**GRANT OF EASEMENT**

(Note 1)

THIS DEED is made the 31st day of OCTOBER 2023.

BETWEEN:

1 AIRLIE ST CLAREMONT PTY LTD (ACN 628 788 241) formerly of 1 Airlie Street, Claremont, Western Australia but now of Level 1, 10 Rokeby Road, Subiaco, Western Australia (**Grantor**)

AND

TOWN OF CLAREMONT of PO Box 54, Claremont, Western Australia (**Grantee**)

OPERATIVE PART:**1. GRANT OF EASEMENT**

The Grantor, being registered as the proprietor of an estate in fee simple in the land described in Item 1 of the Schedule hereto (**Servient Tenement**) subject to the encumbrances notified hereunder in Item 2 of the Schedule HEREBY TRANSFERS AND GRANTS to the Grantee under and by virtue of the provisions of section 195 of the Land Administration Act 1997 full and free right, liberty, power and authority from time to time and at all times hereafter for its authorized officers, employees, contractors, agents and other persons from time to time authorized by it to go, pass and repass either with or without vehicles, machinery and tools over, along and across those portions of the Servient Tenement as are shown delineated and marked with the letters 'X1', 'X2', 'X3', 'X4', 'X5', 'X6' on Strata Plan 82199 (**Easement**) for the purposes of collecting waste from the Servient Tenement.



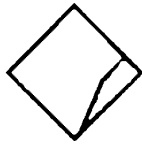
Document Notes:

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15/5/2024 17:07:50

Document timeclock changed to match the IOFD date of SP82199 - 14/05/2024 14:54:32





Commonwealth Bank
of Australia

Losh Pather
Associate Director, Agency
Origination
Capital Structuring | Institutional
Banking & Markets
Commonwealth Bank of Australia
Commonwealth Bank Place North
Level 6, 1 Harbour Street
Sydney NSW 2000
Loshitha.pather@cba.com.au

26 April 2024

Registrar of Titles
Landgate
PO Box 2222
MIDLAND WA 6936
By Hand

EV002762089 CONST



Dear Sir/Madam

Consent to the creation of easements

**Certificate of Title: Lot 550 on Deposited Plan 419808 Certificate of Title Volume 4037
Folio 990**

Mortgage: O820734

- 1 CBA Corporate Services (NSW) Pty Limited ACN 072 765 434 (**CBA**) is the mortgagee pursuant to mortgage O820734 (**Mortgage**) registered over Lot 550 on Deposited Plan 419808 being the whole of the land in Certificate of Title Volume 4037 Folio 990 (**Land**).
- 2 CBA consents to the registration of easements pursuant to sections 195 and 196 of the *Land Administration Act 1997* (WA) in respect of:
 - 2.1 waste management, as marked "X1", "X2", "X3", "X4", "X5" and "X6"; and
 - 2.2 access to and use of pedestrian link and public open space, as marked "A", "B", "C" and "D",on common property of Strata Plan 82199 and as more particularly described in the deeds of easement, which easements will burden common property of Strata Plan 82199.

DS
UP

Attorney initial

DocuSigned by:

Witness initial

E769D2C2FC65443...

3440-0955-1660v1



3 Please email Loshitha Pather at Loshitha.Pather@cba.com.au if you have any queries.

Yours sincerely

SIGNED by the attorney for and on behalf)
of **CBA CORPORATE SERVICES (NSW)**)
PTY LIMITED ACN 072 765 434, pursuant)
to power of attorney registered)
no. M489710 dated 26 November 2013,)
who states that no notice of revocation of)
the power of attorney has been received in)
the presence of:

DocuSigned by:

E769D2C2FC65443

Witness
Huyen Nguyen

Name of Witness (print)
1 Harbour Street, Sydney, 2000

Address of Witness (print)
Banker

Occupation of Witness

DocuSigned by:

F3E6BCA98A5842A...

Attorney
Loshitha Pather

Name of Attorney (print)
Associate Director, Agency Origination
Position Title

This document was witnessed over audio visual link in accordance with section 14G of the Electronic Transactions Act 2000 (NSW)

3440-0955-1660v1





Certificate of Duty

Transfer - No Duty Payable

Taxation Administration Act 2003

Section 49, Special Tax Return Arrangement

Certificate Number:	1042302684	Certificate Issue Date:	14-11-2023
Bundle ID	233187709	Client Reference:	FG:CLA:46802 (waste)
Transaction Date:	31-10-2023		

Exemption Type(s): CROWN (SECTION 92) (100%)

Dutiable Transaction: Acquisition Of New Dutiable Property On Its Creation, Grant Or Issue (s 17)

Description of Property

Servient Tenement:	Lot CP, Strata 82199	Extent:	Whole	Volume/Folio:	./.
Dominant Tenement:	Lot ., Strata .	Extent:	Whole	Volume/Folio:	./.

Grantor(s):	1 AIRLIE ST CLAREMONT PTY LTD
Grantee(s):	TOWN OF CLAREMONT





Annual General Meeting Minutes
For Strata SP 82199
1 Airlie Street, CLAREMONT, WA, 6010
Held AT: 05:30 PM, on 11 August 2025
At: Royal Freshwater Bay Yacht Club, 1 Hobbs Pl, Peppermint Grove, WA 6011

CONFIRMATION OF ATTENDANCE, APOLOGIES & PROXIES

Lot Owners in Attendance

Lot #	Lot
1	148
2	149
9	152
16	153
17	154
21	156
28	161
42	168
45	171
47	181
52	184
54	186
59	196
61	198
68	202
71	204
72	205
74	206
76	207
77	209
81	213
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98	226
99	228
102	229
115	232
120	233
125	239
127	240
129	241
137	244
140	245
146	254
	256

By Invitation

Representing	Name	Name	Name	Name
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Proxies

Lot #

9
11
13
14
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16
18
22
28

37
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226
228
233
235
244
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246
248
249
250
251
252

Guests

Lot

71
127
196
204
241

Apologies

Lot

48
63
65
134
257

1. QUORUM

A Quorum was confirmed and the meeting opened at 5.37pm

2. CHAIRPERSON

ORDINARY RESOLUTION

It was resolved by ordinary resolution to appoint Giovanni (John) Groppoli to chair the meeting.

Passed by Simple Majority

3. MINUTES OF PREVIOUS MEETING

ORDINARY RESOLUTION

It was resolved by ordinary resolution that the minutes of the previous General Meeting are accepted as a true and correct record.

Passed by Simple Majority

4. CHAIRPERSON REPORT

ORDINARY RESOLUTION

It was resolved by ordinary resolution that the Chairpersons report was noted.

Passed by Simple Majority

5. FACILITIES MANAGER REPORT

ORDINARY RESOLUTION

It was resolved by ordinary resolution that Fortstone's report was noted

Passed by Simple Majority

6. STRATA MANAGER REPORT

ORDINARY RESOLUTION

It was resolved by ordinary that the Strata Manager report was noted

Passed by Simple Majority

7. COMMON AMENITIES REPORT

ORDINARY RESOLUTION

It was resolved by ordinary resolution that the common amenities were noted

Passed by Simple Majority

8. DEVELOPERS REPORT

The Developer's Report has been annexed.

9. TREASURER REPORT

ORDINARY RESOLUTION

It was resolved by Ordinary Resolution the Treasurers report was noted

Passed by Simple Majority

10. FINANCIAL STATEMENTS & BALANCE SHEET

ORDINARY RESOLUTION

It was resolved by ordinary resolution that the financial statements for the previous Annual Period 1st of June 2024 - 31st of May 2025 are accepted.

Closing Balance

Shared Administration Fund	\$31,520.53
Shared Reserve Fund	\$50,024.06
Residential Administration Fund	\$17,767.35
Residential Reserve Fund	\$0.00
Commercial Administration Fund	\$6,900.63
Commercial Reserve Fund	\$0.00

Passed by Simple Majority

11. BY-LAW AMENDMENT - RESERVE FUND

RESOLUTION WITHOUT DISSENT

It was resolved by Resolution Without Dissent, the voting period of which opened on 11 August 2025 and closed 28 days thereafter, that the Owners of Strata Scheme 82199 resolve to amend Governance By-law 48.3 of the Scheme By-laws as follows:

Repeal the existing wording of Governance By-law 48.3 to 48.3.3 and replace it with:

48.3 The Strata Company must determine the amount to be raised for the reserve fund, being not less than:

48.3.1 \$50,000 for the first year after registration of the Plan; and

48.3.2 In the second year after registration of the Plan (FY26), an amount of \$100,000; and

48.3.3 In each subsequent year (Year 3 onwards):

(a) the amount of funding of the estimated costs for the maintenance, repair, renewal or replacement of the covered items specified in the 10-year plan prepared by the Strata Company in accordance with section 100(2A) of the Act; or

(b) not less than 0.1% of the insured value of the Building per annum, whichever amount is the lower.

Against:	0
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Motion Passed by Resolution without Dissent

12. BUDGET

12.1. ANNUAL EXPENDITURE BUDGET – SHARED ADMINISTRATIVE FUND

ORDINARY RESOLUTION

It was resolved by ordinary resolution the Strata Company received and accepted the proposed Shared Administrative Fund expenditure budget prepared and provided for the meeting for the financial year from 1st of June 2025 to 31st of May 2026

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

Shared Administration Fund:	\$1,062,248.00
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Passed by Simple Majority

12.2. LEVY CONTRIBUTIONS – SHARED ADMINISTRATIVE FUND

ORDINARY RESOLUTION

Motion on notice amended

It was resolved by ordinary resolution that the Strata Company raise approved levy amounts for this financial year as follows:

Shared Administrative Contribution:	\$1,006,060.00
-------------------------------------	----------------

From	To	Due	Admin Fund	Per Lot Entitlement
01 Jun 2025	31 Aug 2025	01 Jun 2025	\$202,672.12	\$20.27
01 Sep 2025	30 Nov 2025	01 Sep 2025	\$267,795.96	\$26.78
01 Dec 2025	28 Feb 2026	01 Dec 2025	\$267,795.96	\$26.78
01 Mar 2026	31 May 2026	01 Mar 2026	\$267,795.96	\$26.78
01 Jun 2025	31 May 2026		\$1,006,060.00	\$100.61

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 Jun 2026	31 Aug 2026	01 Jun 2026	\$267,795.96	\$26.78
01 Jun 2026	31 Aug 2026		\$267,795.96	\$26.78

Please note that all figures are exclusive of GST.

Passed by Simple Majority

12.3. ANNUAL EXPENDITURE BUDGET – SHARED RESERVE FUND

ORDINARY RESOLUTION

It was resolved by ordinary resolution that the Strata Company resolve to receive and accept the proposed Shared Reserve Fund expenditure budget prepared and provided for the meeting for the financial year from 1st of June 2025 to 31st of May 2026

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

Shared Reserve Fund:	\$0.00
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Passed by Simple Majority

12.4. LEVY CONTRIBUTIONS – SHARED RESERVE FUND (OPTION 1 - WITH BY-LAW AMENDMENT)

ORDINARY RESOLUTION

Motion on notice amended

It was resolved by ordinary resolution that the Strata Company raise approved levy amounts for this financial year as follows:

Shared Reserve Fund:	\$100,000.00
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From	To	Due	Reserve Fund	Per Lot Entitlement
01 Jun 2025	31 Aug 2025	01 Jun 2025	\$12,500.56	\$1.25
01 Sep 2025	30 Nov 2025	01 Sep 2025	\$29,166.48	\$2.92
01 Dec 2025	28 Feb 2026	01 Dec 2025	\$29,166.48	\$2.92
01 Mar 2026	31 May 2026	01 Mar 2026	\$29,166.48	\$2.92
01 Jun 2025	31 May 2026		\$100,000.00	\$10.00

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 Jun 2026	31 Aug 2026	01 Jun 2026	\$29,166.48	\$2.92
01 Jun 2026	31 Aug 2026		\$29,166.48	\$2.50

Please note that all figures are exclusive of GST.

Passed by Simple Majority

12.5. LEVY CONTRIBUTIONS – SHARED RESERVE FUND (OPTION 2 - WITHOUT BY-LAW AMENDMENT)

ORDINARY RESOLUTION

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

Reserve Fund Contribution:	\$352,000.00 (EX GST)
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From	To	Due	Group Budget Fund	Per Lot Entitlement
01/06/25	31/08/25	01/06/25	\$12,500.56	\$1.25
01/09/25	30/11/25	01/09/25	\$113,166.48	\$11.32
01/12/25	28/02/26	01/12/25	\$113,166.48	\$11.32
01/03/26	01/05/26	01/03/25	\$113,166.48	\$11.32
Total			\$352,000	

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

Interim Period

From	To	Due	Group Budget Fund	Per Lot Entitlement
01/06/26	31/08/26	01/06/26	\$113,166.48	\$11.32
Total			\$113,166.48	\$11.32

Please note that all figures are exclusive of GST.

Defeated by Simple Majority

12.6. ANNUAL EXPENDITURE BUDGET – RESIDENTIAL ADMINISTRATIVE FUND

ORDINARY RESOLUTION

It was resolved by ordinary resolution that the Strata Company resolve to receive and accept the proposed Residential Administrative Fund expenditure budget prepared and provided for the meeting for the financial year from 1st of June 2025 to 31st of May 2026.

Residential Administrative Fund:	\$ 552,108.00
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Passed by Simple Majority

12.7. LEVY CONTRIBUTIONS – RESIDENTIAL ADMINISTRATIVE FUND

ORDINARY RESOLUTION

Motion on notice amended

It was resolved by ordinary resolution that the Strata Company resolved to raise approved levy amounts for this financial year are as follows:

Residential Administrative Fund Contribution:	\$ 552,108.00
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From	To	Due	Residential Admin Fund	Per Lot Entitlement
1 June 2025	31 August 2025	1 June 2025	\$115,459.69	\$11.75
1 September 2025	30 November 2025	1 September 2025	\$145,549.44	\$14.81
1 December 2025	28 February 2026	1 December 2025	\$145,549.44	\$14.81
1 March 2026	31 May 2026	1 March 2026	\$145,549.44	\$14.81
1 June 2025	31 May 2026		\$552,108.00	

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

Interim Period

From	To	Due	Residential Admin Fund	Per Lot Entitlement
1 June 2026	31 August 2026	1 June 2026	\$145,549.44	\$14.81
1 June 2026	31 August 2026		\$145,549.44	\$14.81

Please note that all figures are exclusive of GST.

Passed by Simple Majority

12.8. ANNUAL EXPENDITURE BUDGET – COMMERCIAL ADMINISTRATIVE FUND

ORDINARY RESOLUTION

It was resolved by ordinary resolution that the Strata Company resolve to receive and accept the proposed Commercial Administrative Fund expenditure budget prepared and provided for the meeting for the financial year from 1st of June 2025 to 31st of May 2026.

Commercial Administrative Fund:	\$ 20,396.00
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Passed by Simple Majority

12.9. LEVY CONTRIBUTIONS – COMMERCIAL ADMINISTRATIVE FUND

ORDINARY RESOLUTION

Motion on notice amended

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

Commercial Admin Fund Contribution:	\$ 20,396.00
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From	To	Due	Commercial Admin Fund	Per Lot Entitlement
1 June 2025	31 August 2025	1 June 2025	\$4,749.99	\$27.30
1 September 2025	30 November 2025	1 September 2025	\$5,215.34	\$29.97
1 December 2025	28 February 2026	1 December 2025	\$5,215.34	\$29.97
1 March 2026	31 May 2026	1 March 2026	\$5,215.34	\$29.97
1 June 2025	31 May 2026		\$20,396.00	

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

Interim Period

From	To	Due	Commercial Admin Fund	Per Lot Entitlement
1 June 2026	31 August 2026	1 June 2026	\$5,215.34	\$29.97
1 June 2026	31 August 2026		\$5,215.34	

Please note that all figures are exclusive of GST.

Passed by Simple Majority

12.10. EXPENDITURE BEYOND CURRENT PERIOD

ORDINARY RESOLUTION

It was resolved 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

13. BUILDING INSURANCE

13.1. BUILDING INSURANCE

It was noted that the details of the current building property insurance held by the Strata Company will be provided to residents via stratafy. The below details which have been provided within the table below and within the provided insurance schedule are the details of insurance at the time of the notice.

Policy Number	Underwriter	Current To	Risk Type	Coverage	Excess
HU0006126154	CHU Underwriting Agencies P/L	06 Aug 2025	Building Cover	\$200,000,000.00	\$5,000.00
			Catastrophe	Not Insured	
			Contents	\$2,000,000.00	
			Fidelity guarantee	\$250,000.00	
			Legal Expenses	\$50,000.00	
			Loss of rent	\$30,000,000.00	
			Lot owners fixtures & improvements	\$250,000.00	
			Machinery breakdown	\$100,000.00	\$1,000.00
			Office bearers liability	\$5,000,000.00	
			Public liability	\$30,000,000.00	
TOTAL PREMIUM: \$38,596.22					

13.2. RENEWAL INSTRUCTIONS

ORDINARY RESOLUTION

It was resolved 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

14. SECTION 87 - STRUCTURAL ALTERATION APPROVAL REQUEST

RESOLUTION WITHOUT DISSENT

It was resolved by resolution without dissent that the strata company approve lot 244's application under section 87 of the strata titles act to proceed with their outlined works to install louvers to the lot as annexed.

Passed by Simple Majority

15. EXECUTION OF DOCUMENTS AND USE OF COMMON SEAL

ORDINARY RESOLUTION

It was resolved 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 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

16. ELECTION OF COUNCIL OF OWNERS

16.1. NUMBER OF COUNCIL OF OWNER MEMBERS

ORDINARY RESOLUTION

It was resolved by ordinary resolution to determine the number of COO members be 7

Passed by Simple Majority

16.2. NOMINATION FOR COUNCIL OF OWNERS

ORDINARY RESOLUTION

It was resolved by ordinary resolution that the chairperson requested nominations from the floor and read out any nominations received prior to the meeting.

Lot	Owner
90	
137	
244	
125	
154	
98	
Comm	
BPG	

Passed by Simple Majority

COUNCIL OF OWNER ELECTION

Election of Council Members

The vote went to a ballot and the following owners were elected to the council

Lot	Owner
90	
137	
244	
125	
154	
Comm	
BPG	

18. 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.

1. Tender Process for Appointment of Oakfield & Fortstone

Oakfield confirmed that a formal tender was undertaken by Blackburne, and that a copy of the tender can be reviewed via Oakfield. Fortstone confirmed they submitted a competitive tender for building management services.

2. Review or Renegotiation of Four- and Five-Year Contracts

The contracts do not include a termination or review clause except for termination for cause. Both Oakfield and Fortstone explained that longer contracts reflect significant upfront investment, with Oakfield undertaking to review the arrangement with the COO at the three-year mark. Fortstone noted that shorter terms would increase costs and make it harder to attract and retain quality staff.

3. Contract Price Adjustments

Annual adjustments are linked to CPI.

4. Industry Norm for Contract Length

Four- to five-year contracts are considered standard for similar WA properties.

5. Insurance Commission Basis

Oakfield's contract allows a commission of up to 20% of the base premium, but this is capped at \$10,000 for The Grove. This amount contributes to operational costs. Removal of commissions would require an equivalent increase to the management fee. Advised a saving of \$4681 was applied to the 24-25 policy

6. Staff Qualifications

While not currently a legislative requirement, Oakfield hold a Certificate IV in Strata Management with currently in the process, also has a Diploma in Agency Services and a current Triennial Certificate via DMIRS, Oakfield's account staff are CPA accredited.

7. Blackburne Apartment Leasing Numbers

The COO advised that the number of apartments leased through Blackburne is commercially confidential and not disclosed.

8. Garden Quality Concerns

The COO acknowledged past issues with landscaping quality and confirmed the appointment of ... Landscaping following a competitive tender. Significant improvement has been observed, and further enhancements are planned.

9. Levy Contribution Figures – GST Clarification

Levy contribution figures are exclusive of GST; 10% should be added to calculate the total payable.

10. Units Still Owned by Blackburne

As this forms a part of the Strata Roll, Owners can request this information from Oakfield by email.

11. Air Conditioning Cost Structure

Indoor fan coil units are powered via individual apartment electricity accounts. Outdoor condenser units form part of the building infrastructure.

12. Defect Sign-Off for Shared Amenities

Some amenities issues remain under warranty, including the spa heat pump, sauna, steam room, and pool gate. The COO is actively pursuing these claims and confirmed pool gate safety is a priority.

13. Slippery Walkway Between Riverside & Pool

The walkway was not designed to be undercover. The COO is considering options to improve safety, including adding cover or surface texture.

14. Emergency "All Clear" Announcements

An additional verbal announcement will be included in emergency management procedures to indicate when an emergency is over.

15. Pool Fence Height vs Security Costs

The COO will consider the cost-benefit of raising the pool fence versus ongoing security costs.

16. Warranty & Defect Update

The COO will provide a detailed update to all owners on warranty claims and defect rectification progress.

17. Ambulance Parking Location

Ambulances should park at the car park entrance, the same location used by fire trucks.

Additional Notes:

- Residents are encouraged to complete PEEP forms if they have mobility issues to assist in emergencies.
- Several owners expressed appreciation for the COO's work and commitment over the past year.

19. NEXT ANNUAL GENERAL MEETING

It was confirmed the next AGM will be held in August 2026

20. MEETING CLOSE

There being no further business to discuss, the meeting was declared closed at **7:23 PM**



Chairman's Report to The Grove Residential Community For Inclusion in the Annual Report and Presentation at the Annual General Meeting

Dear Residents

It is with immense pleasure that the Council of Owners (COO) presents its inaugural Annual Report to The Grove Residential Community post-handover from Blackburne.

This report reflects on the significant achievements, challenges, and strategic directions undertaken over the past year.

At the upcoming Annual General Meeting, we will formally conduct the following essential business:

- Acceptance of the Financial Report for Fiscal Year 2025;
- Consideration and acceptance of the proposed Fiscal Year 2026 Budget;
- The acceptance and election of new COO members, a vital process for our continued governance; and
- Proposed amendments to our By-Laws, specifically pertaining to a reduction in the Fiscal Year 2026 Reserve Fund contribution.

As you will be aware, the current Council of Owners was established just over twelve months ago, comprising our dedicated Treasurer, _____, along with the valuable support of _____.

The commitment demanded of our resident COO members has been significant, proving equally challenging and rewarding. While the unavoidable demands of our personal and professional lives have at times impacted our immediate productivity, our dedication and commitment to The Grove remains unwavering. As we look ahead, we are confident in our ability to continue balancing these responsibilities, remaining deeply committed and energised to continue contributing to the needs of The Grove.

The past year has presented our community with several profound events, none more solemn than the passing of two residents. We extend our deepest condolences to their families and loved ones. The tragic circumstances surrounding a resident's passing in March served as a poignant reminder of the importance of building strong connections and underscored the critical need for ensuring emergency contacts and next-of-kin information are clearly documented and accessible. In response, the COO is actively exploring measures to help prevent the recurrence of such tragic circumstances in the future and to ensure timely support in times of crisis.

This initial twelve-month period has been a valuable learning curve for both the COO and many residents, as we have collectively navigated the complexities inherent in living within a vibrant, shared residential community. For many of us, this has been the first time we have lived within a shared environment, adjusting to, and understanding the invisible rules that help ensure harmony and mutual respect.

Despite hints of recurring friction, it has been incredibly heartening to witness the burgeoning community spirit within The Grove community, particularly through The Grove Facebook page, evidenced by the remarkable level of support, generosity, and kindness shared daily among residents. It is a testament to the culture we are building together.

In its nascent stages, the COO faced the challenge of addressing a notable number of by-law infringements and recurring instances of questionable behaviour by a small number of residents. I am pleased to report that these issues that presented challenges in our initial 6-9 months have now largely subsided, marking a positive shift within our community.

To ensure clarity and efficiency, we kindly remind all residents that complaints should be submitted directly to Fortstone, rather than relying exclusively on social media channels. Concurrently, the COO wishes to reiterate unequivocally that, regardless of any frustration, inappropriate behaviour towards Fortstone staff will not be tolerated. A little kindness goes a long way, and indeed, there is so much more that can be done with a drop of honey as opposed to a spray of vinegar.

Maintenance and Service Agreements

We are pleased to confirm the finalisation of several material maintenance and service agreements for the ensuing twelve months, ensuring the continued smooth operation and upkeep of our facilities:

- **Elevators:** Essential maintenance contracts are now firmly in place to support ongoing reliability and safety.
- **Fire Services:** At this juncture, I must acknowledge the extraordinary dedication and significant work undertaken by [redacted] in this critical area. His efforts have been instrumental, not only in the appointment of Freo Fire Services, but also in finalising our Emergency Management Plan, overseeing Fire Warden inductions, and conducting recent emergency fire safety classes held in mid-July. We are deeply grateful for his proactive leadership.
- **Garden Maintenance:** A new contractor has been appointed, a matter to which I will return shortly.
- **Other Services:** We are also in the advanced stages of securing new service contracts for our AC/HVAC systems, Water Pumps, Electrical Testing, Carpet & Upholstery Cleaning, and Window Cleaning.

Signage

Substantial progress has been made on the installation of additional signage throughout the Car Park and Sanctuary areas, enhancing clarity and safety for residents and visitors.

Security and Access

Furthermore, we are undertaking a comprehensive review of our fob and Bluetooth access systems to address the issue of inappropriate use of facilities by non-residents. As part of this review, new and more stringent protocols for resident fob issuance and removal will be implemented to ensure controlled and secure access across the complex.

Fiscal Year 2025 Financial Report

We are proud to present our first full Fiscal Year 2025 Financial Report, which highlights an operating surplus of \$56,000. We owe enormous credit to [REDACTED] for delivering such an excellent outcome in his inaugural year as Treasurer. This surplus will be prudently carried forward into FY26.

It is important to note, there was a significant overspend in electricity, with actual expenditure of \$171,000 against a budgeted \$100,000. This variance is primarily attributed to initial forecasting challenges rather than excessive consumption; an understandable part of our learning curve in our first year of independent operation.

Fiscal Year 2026 Budget Overview

We now come to the new financial year ahead and, as [REDACTED] will elaborate in his Treasurer's Report, the proposed Fiscal Year 2026 budget reflects a significant increase of 32%. This increase is largely due to the Strata Company now bearing full responsibility for all service, maintenance, and repairs, which were previously covered by the Developer during the Defects Liability Period.

The recommended FY26 budget provides for an Administration Fund expenditure of \$1,578,564 (a 29% increase to the FY25 budget) and a Reserve Fund budget predicated on contributions of \$100,000, culminating in a total budget increase of 32%. The proposed Reserve Fund budget relies on the passing of a motion at the AGM to amend the By-Laws to limit FY6 (Year 2) Reserve Fund contributions to \$100,000.

Non-acceptance of this amendment will necessitate \$352,000 in Reserve Fund contributions, in accordance with the current By-Laws, leading to a total budget increase of 52%. In light of the already significant increase to the Admin Fund budget, it is recommended that the FY26 Reserve Fund contributions are capped at \$100,000 to ease the financial impact on owners, with the understanding that we must revert to the original By-Law from FY27 onward.

It is important to note that the current 10-year maintenance plan, which indicates a required annual expenditure of \$856,000, is not considered accurate, as it does not adequately phase or

forecast required expenditure. Therefore, the COO considers this figure unsuitable for accurate Reserve Fund budgeting. A new and comprehensive 10-year maintenance plan will be prepared in FY26.

Insurance

With the assistance of Risk Advisory Services, we conducted a thorough review of our insurance broker requirements for FY26. We received submissions from _____ with _____ (our incumbent broker) remaining the most economical and suitable appointee.

As part of our independent third-party insurance review, we obtained a property valuation in June 2025, which confirmed a total replacement value of \$352 million.

Defects Management

Enormous progress has been made in relation to addressing defects across the Complex. We commenced this journey with approximately 12,000 identified defects in early June 2024, and as of mid-July, we are delighted to report that only approximately 34 defects remain outstanding.

Blackburne will continue to resolve issues outside Multiplex's remit, such as drainage and landscaping outside the restaurant, and lighting for the new Airlie Street stairs. Defects within individual apartments remain a direct matter between residents and Blackburne. We continue to press Blackburne for a definitive solution regarding magnet installation for affected apartment shutters.

Kids Corner

The Toy Room, or " Kids Corner " as it is affectionately known, has generated the greatest level of community discussion and concern. As may residents will be aware, the increased public use of the Kids Corner has led to a number of challenges. To address this, the "Kids Corner Committee" was formed in June 2025 to help manage and maintain the space. We would like to take this opportunity to thank the members of this committee for the great strides they have already made.

Following a three-month trial, public key access reverted from High Horses Café to the Concierge on July 14th, enabling the implementation of new access control measures.

Public users must now electronically sign a user agreement and adhere to housekeeping rules. A Key Register is maintained to manage room capacity, and the Concierge has the authority to revoke access for misuse. Under the dedicated guardianship of Maxine McKenzie and the newly formed Kids Corner Committee, we are confident the use of this room and the adjacent gardens will be managed much more effectively.

Maxine will provide a comprehensive report on this initiative.

Gardening Committee

This year, we proudly established a Gardening Committee, comprising a number of passionate gardening enthusiasts within The Grove, admirably led by –

Following their thorough review of our gardens, we appointed Landscaping (TDL) to succeed Deep Garden as our gardens and landscaping contractor. The Gardening Committee will liaise with TDL via Fortstone to provide ongoing feedback.

Plans are underway to organise a resident planting day in early spring using wholesale plants. Additionally, the Gardening Committee proposes immediate improvements with targeted plant purchases for Stirling Highway, Airlie Street, the rear of gym, and other general garden areas.

We extend our sincere thanks the Gardening Committee members for their dedication, energy, and thoughtful contributions enhancing our shared outdoor spaces.

Building Security and Access

Building security and access remain a paramount focus, particularly addressing concerns over non-residents using The Grove's facilities and amenities. To this end, Fortstone, with invaluable support from Oakfield, has conducted a fob access audit. As a direct outcome, fobs used exclusively to access the Sanctuary without corresponding apartment floor access will be restricted.

Additionally, Fortstone have introduced visitor-only fobs for non-resident users such as cleaners and guests. These will limit access solely to designated apartment floors and entry/exit points.

Facilities Updates and Improvements

We are also pleased to report the successful completion of the Airlie Street Terrace Steps last month, courtesy of Blackburne. This marks an appropriate moment to remind residents and their guests to utilise the stairs in all circumstances and to refrain from traversing the terraces when entering or leaving The Grove and its facilities.

It is gratifying to note the Resident Lounge and Library has also been completed, with new furniture and lighting greatly enhancing this communal space. We are still in need of book donations and I would encourage everyone to contribute as many books as you can to enrich our shared library.

The gym has also undergone enhancements over the preceding months. Following a thorough review of options for additional gym equipment, including potential vendors and lease versus ownership arrangements, the COO approved the lease of five additional pieces of equipment



from Leisure Industries. The two-year lease includes flexible and advantageous terms allowing us to purchase any piece of equipment at any point during the lease term, swap out underused items, and, space permitting, add additional pieces of equipment as necessary, providing us with excellent flexibility to adapt the gym to meet resident needs.

Special Thanks and Appreciation:

On behalf of the entire community, I extend my enormous gratitude and appreciation to Simms, Jess Langer, Maxine Mckenzie and Alistair Warren for their tireless support, countless hours of commitment, and unwavering dedication to enhancing our community. I would also like to acknowledge [redacted] for her recent secretarial assistance to the Council of Owners – your support has been greatly valued.

On behalf of the COO, I also to express our sincere thanks to [redacted] and [redacted] at Fortstone for their operational management and ongoing support throughout the year.

Furthermore, our sincere appreciation goes to [redacted] at Oakfield for their diligent strata management services and continued guidance.

We look forward to a productive Annual General Meeting and to continuing our collective efforts in making The Grove an exceptional place to call home.

FY26 Maintenance Agreements



#	Coverage	Selected Contractor	Cost	Agreement Period	Why Selected	Quotes Received
1	Gardening & Landscaping		\$92,000 pa	Initial 6 months	- Price - Quality of Engagement - Comprehensive Quote Coverage	- Landscaping - Deep Green
2	Elevator Maintenance	TKE	\$35,000 pa	12 months	- Price - Quality of Engagement / response	- TKE - OTIS - KONE
3	Fire System & Doors	Freo Fire	\$31,125 pa	12 months	- Price - Incumbent, and good knowledge of Grove systems	- Freo Fire - Interactive
4	Inaccessible Window & Balustrades Cleaning	CASHAKA	\$37,000 pa	2 cleans (over 12 months)	Price	- CASHAKA - SAS WA
5	Common Area Aircon, Car Park Mechanical Fans, CO2 Detectors	MPS	\$19,000 pa	12 months	- Price - Incumbent	- MPS - Australian HVAC Services
6	RCD Electrical Testing (common areas)	Wilco	\$7,500 pa	6 & 12 months testing of RCDs/Lighting	Price	- Wilco - Peak - Interactive
7	Water Pumps / Hydraulics	Insite	\$14,700 pa (estimate)	12 months	Price	- Insite - Reed Group
8	Additional Gym Equipment Hire	Leisure Industry Group	\$23,560 pa	Month by month	- Price - Flexibility – one month notice	Leisure Industry Group

Facilities Manager Overview - Jul25

Facilities Management in Year 1

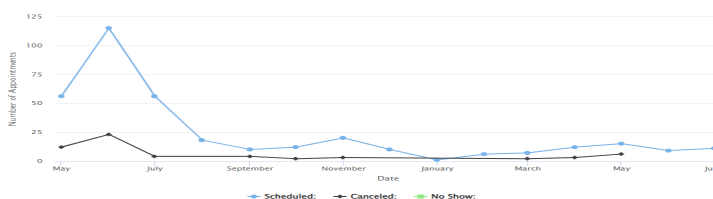
During the 1st year of site establishment, Fortstone's primary focus includes but not limited to:

- Site establishment, IT and recruitment, commenced 4 months prior to settlements
- Managing the initial move in process with new residents
- Set up site processes including:
 - Cleaning schedules
 - Non DLP maintenance schedules
 - Amenity booking process
 - After hours / emergency contractor access
 - Emergency management plan
 - Building Management Manual and relevant documentation
- Common Area Defects - Capturing, reporting and facilitating close off
- Establishing maintenance scopes from O&M Manuals and drawings, conducting procurement and review of quotations and other documentation for ongoing maintenance contracts that begin in year 2 (after DLP ends)
- Handover and training from installers for plant and equipment
- Learn the building. This includes detailed review of drawings and physically finding out what is where, how it works and resolving operational shortfalls
- Project managing capex works for CoO (i.e. additional CCTV)
- Reporting and meeting with the CoO on a regular basis
- Resident training and familiarisation with building technology, apartment living & strata bylaws

Common Property - Resident Related Stats

Move In/Out Bookings

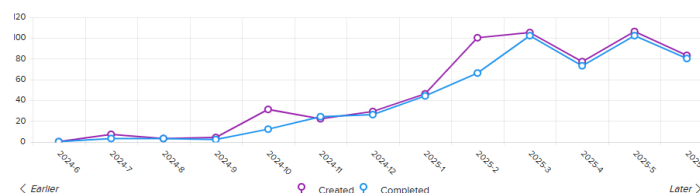
Building	Bookings	Cancellations
(1) Oceanside Building Residents	217	35
(2) Riverside and Brighton Building Residents	200	24
Total	417	59



Amenity Bookings

Room / Area	Bookings	Cancellations
Cabanas North	59	25
Cabanas South	69	34
Golf Simulator	361	45
Media Room	216	54
Poolside BBQ - East	131	46
Poolside Dining Lounge	323	118
Sunset Dining Lv 16	393	167
Yoga Retreat	55	7
Total	1607	496

Trackplan R&M raised & completed jobs



Booking data includes cancellations

STRATA MANAGEMENT REPORT

For the Annual General Meeting held on the 11th of August 2025

Dear Owners,

It has been just over a year since The Grove opened its doors, and in that time, Oakfield has worked closely with your Council of Owners to support the successful transition of the strata scheme into full operation. The past 12 months have required a hands-on, detail-focused approach to deliver continuity, compliance, and stability.

The below outlines Oakfield's key contributions and activities since 1 June 2024:

Governance & Meeting Support

- Attended and facilitated 10 Council of Owners (COO) meetings from September 2024 to June 2025
- Facilitated and attended the initial Extraordinary General Meeting (EGM) in August 2024
- Prepared and issued the 2025 Annual General Meeting notice and accompanying documents
- Circulated all meeting agendas, supporting documents, and draft minutes within required timeframes

Owner Communication & Engagement

- Over 10,500 emails recorded as sent/received
- 30+ visits onsite
- Issued over 25 formal communications to owners and the COO
 - This included AGM/EGM packs, financial notices, compliance reminders, newsletters, breach updates and by-law summaries
- Issued detailed step-by-step guides to support owner understanding of by-law compliance

By-Law Compliance & Enforcement

- Over the past year, we've supported the Council of Owners by issuing more than 50 courtesy notices and 32 formal notices where by-laws were not being followed.
- A breach register has been maintained to track issues and assist with follow-up, helping us take a fair and consistent approach.
- Where possible, we've focused on education and early resolution, with a noticeable reduction in repeated issues thanks to the community's cooperation.

Financial Management

- Assisted the Treasurer in preparing the FY2026 budget, including adjusting for post-DLP maintenance costs
- Collaborated with insurance brokers and consultants to secure 3-month interim cover and obtain quotes for the 2025-26 renewal

Additional Operational Highlights

email. admin@oakfield.com.au | phone. 08 6355 5225

1/1050 Hay Street, West Perth, WA, 6005

www.oakfield.com.au

Page 1 of 2

Connect with us



- Oversaw the implementation and then removal of security patrols in response to owner concerns
- Drafted and issued building-wide newsletters to improve community culture and awareness
- Administered owner requests, levy queries, and common property approvals on a rolling basis

Acknowledgements

We extend thanks to:

- The Council of Owners for their significant time and effort in navigating a very busy first year
- (Chairperson) for his leadership and support in key decisions
- (Treasurer) for his clear communication and attention to financial detail

We look forward to continuing to support The Grove in its second year and beyond.

Kind Regards,

Senior Strata Manager New Developments
Oakfield Strata Management

KIDS CORNER – REPORT BY

- Increased use of Kids Corner by the public has resulted in damage to toys, overcrowding and the room being left in an unsatisfactory state on many occasions.
- In June, a Committee of Kids Corner users was formed to assist in the management and ongoing care of the Kids Corner.
- Following a three-month trial, public key access reverted from High Horses Café to the Concierge to enable new public access control measures to be implemented.
- From 14 July, public users must e-sign a user agreement and abide by housekeeping rules, including cleaning up after use. A Key Register helps manage room capacity and the Concierge may revoke user key access for misuse.
- New signs and messaging are being created to improve user information and to help protect garden beds, the bocce run and lawns.
- The Committee will inventory toys, remove broken items, consider adding large toys for gross motor skills and provide new tubs for smaller toys.
- As a new system, ongoing adaptation is required to balance challenges and opportunities. We value the Committee's engagement and Fortstone's technical and Concierge support in introducing improvements.
- The COO will be reaching out to the Town of Claremont to clarify issues related to the operation of Kids Corner as a community benefit item shortly.

– 17 July 2025



Summary Report

The 12 months from completion have seen consistent activity from the Blackburne development team on the Grove Residences.

The most significant aspect of our interface after completion has been with Multiplex to assist in facilitating the completion of any outstanding works .

The list of items for Multiplex to attend to has now been reduced from a very significant total to around 30 items. Blackburne has been grateful for the patience of all The Grove residents as these items have been attended to during a period where it has been difficult to source labour and at times materials.

Although generally Blackburne was very satisfied with the completed product at The Grove, several additional items have been identified and addressed after completion to enhance the overall experience of visitors and residents.

- Additional stairs were identified on Airlie Street as desirable and Blackburne organised this work to be completed.
- Painting of the carpark was identified as desirable and Blackburne organised this work to be completed.
- Additional wayfinding signage was identified as desirable and Blackburne organised this work to be completed.

Several other more minor items have been identified and addressed progressively following residents occupation.

Currently there is final resolution required on the landscape area in the areas on the ground floor between the commercial tenancies which has been the subject of extensive reviews between the landscape architect, architect, Multiplex and the landscape contractor. We look forward to having this area addressed and improved in the very near future.

Notice of Levies due in September 2025

Tax Invoice

WARRENUP WA 6330

Issued 25/08/2025 on behalf of:

The Grove

CLAREMONT, WA 6010 - SP 82199
ABN: 50 882 238 366

for Lot:23 Unit:G28

CLAREMONT, WA 6010

Due Date	Details	Administrative Fund	Reserve Fund	Total
05/09/2025	Residential Admin Fund Levy (01/09/2025 - 30/11/2025)	423.64	0.00	423.64
05/09/2025	Admin & Reserve Fund Levy(01/09/2025 - 30/11/2025)	765.90	83.42	849.32
	Total levies due in month	1,189.54	83.42	1,272.96

Total of this levy notice \$ 1,272.96
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 \$ 1,272.96
Prepaid \$ 0.00
Total Amount Due \$ 1,272.96

(including \$115.72 GST)
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 05/09/2025



Oakfield Strata

DEFT Reference Number
29130123200082199236

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



***496 291301232 00082199236**



Billers Code: 96503
Ref: 29130123200082199236

Pay in-store at Australia Post by eftpos.

Total due : \$ 1272.96

Account Credits : \$ 0.00

+291301232 00082199236<

000127296<2+

THE GROVE

IMPORTANT NOTICE



CHANGE IN AIRCONDITIONING BILLING METHOD

To: Residents of the Grove
From: The Council of Owners
Subject: Change in Airconditioning Billing Method
Date: 26 May 2025

Dear Residents,

We are writing to inform you of an important upcoming change to the air conditioning billing system at The Grove. This change is necessary due to Origin Energy's acquisition of WINconnect.

Currently, WINconnect bills residents separately for air conditioning services via the Daikin centralised system, under the "Fair Air" arrangement, at a rate of cents per kilowatt. This has resulted in an average cost of \$38.04 per month, or \$456.48 annually, per resident.

With the transition to Origin, we will be moving to a new billing structure based on a fixed cents per day rate, determined by the number of bedrooms in each apartment.

We understand that changes to billing arrangements can raise questions, so we want to provide you with clear information about this transition:

- Mandatory Transition:** The change to Origin's billing system is not optional. WINconnect will discontinue the "Fair Air" billing service on May 27, 2025.
To ensure the continued provision of air conditioning services, we are required to implement the new billing process.
- Cost Considerations:** We want to assure you that this new billing model is projected to offer a cost-effective solution for residents. To illustrate, the highest possible annual cost, for a 4-bedroom apartment, will be \$321.20, which is less than the current average annual cost for many residents.
Additionally, this transition will help reduce common area electricity costs.

Origin will assume direct responsibility for the energy consumption costs of the central air conditioning system, at a fixed annual charge of \$3774.10 for all common area air conditioning.
- Encouraging Responsible Use:** While the new daily charges are generally lower, it's important to be aware that these charges apply regardless of whether the air conditioning is in use on a given day.



THE GROVE

IMPORTANT NOTICE



We anticipate that this structure, combined with residents' awareness of their overall electricity consumption (which includes the ceiling fan units associated with the air conditioning, as is the case with the current system), will encourage responsible and efficient use of air conditioning.

It is important to note that the air conditioning charge covers the roof top condensers, which supply the heat or cold to the ceiling fan units.

4. Infrastructure Upgrades

As part of this transition, Origin will be installing three meters to accurately measure the energy consumption of our centralised air conditioning system. This is a necessary step to ensure accurate billing and to monitor overall system usage. There will be no cost to owners for this installation.

The work is estimated to take 4-6 hours, during which a temporary power shutdown will be required.

We understand the inconvenience this may cause, and we will provide residents with ample advance notice of the scheduled shutdown. Current estimates are that this will occur in late June.

5. **Billing Simplification:** The new cents per day charge will be conveniently integrated into your existing hot water bill, streamlining the billing process. The new daily rates for air conditioning, based on apartment size (number of bedrooms), are detailed in the table below. Unfortunately, Origin has experienced delays in the deployment of their Kraken billing software in Western Australia. This software is essential for calculating variable cents per day rates across multiple apartments.

Until this software becomes operational, Origin has agreed to apply the minimal one-bedroom rate of 66 cents per day (including GST) to all apartments, effective from June 1, 2025.



THE GROVE

IMPORTANT NOTICE



The Grove Residential Air Conditioning Charges				
Area	Cents per day Exclusive of GST	Cents per day Inclusive of GST	Supply Charge Exclusive of GST	Annual Cost
1 Bedroom Apartments / Bedsits	\$0.60	\$0.66	Nil	\$240.90
2 Bedroom Apartments	\$0.70	\$0.77	Nil	\$281.05
3 Bedroom Apartments	\$0.75	\$0.83	Nil	\$302.95
4 Bedroom Apartments	\$0.80	\$0.88	Nil	\$321.20
Common Areas 1 per 15kW fan coil unit (FCU).Noted, 11 x FCU on site.	\$0.85	\$0.94	Nil	\$3,774.10

We appreciate your cooperation as we implement these changes. Our goal is to facilitate a more efficient and sustainable approach to energy use at The Grove, while ensuring fair and transparent billing practices.

If you have any questions or require further information, please do not hesitate to contact us





Chubb Insurance Australia Limited
ABN: 23 001 642 020 AFSL: 239687
Grosvenor Place
Level 38, 225 George Street
Sydney NSW 2000, Australia
O +61 2 9335 3200
www.chubb.com/au

Date Issued: 15 August 2025

Certificate of Currency

This Certificate of Currency confirms the following **Policy** is current at the date stated below. Please refer to **Policy** documents for full terms and conditions.

Certificate of Currency		
Named Insured:	SP 82199	
Indemnity to Others (Section 5, General Liability Insurance Only)	Not Applicable	
Policy Number:	05GS019315	
Insurance:	Residential Strata Insurance	
Wording	Chubb Strata Insurance ChubbSTRATA01PDS0224	
Period of Insurance:	From:	4.00pm on 06 August 2025, Local Standard Time
	To:	4.00pm on 06 August 2026, Local Standard Time
The Insurer:	Section 1	100.00% Chubb Insurance Australia Limited
	Section 2	100.00% Chubb Insurance Australia Limited
	Section 3	100.00% Chubb Insurance Australia Limited
	Section 4-10	100.00% Chubb Insurance Australia Limited
Insured Location	1 & 3 Airlie Street, Claremont WA 6010	

Limits of Liability

Section 1: Property Damage Insurance	Buildings and Common Property	AUD 387,200,000
	Common Contents	AUD 3,872,000
	Catastrophe	Not Insured
Section 2: Machinery Breakdown Insurance	AUD 100,000	
Section 3: Consequential Loss Insurance	AUD 58,080,000	
Combined Section 1 - Property Damage Insurance and Section 3 - Consequential Loss Insurance Limit of Liability	AUD 449,152,000	
Section 4: Crime Insurance	AUD 100,000	
Section 5: General Liability Insurance	Personal Injury	AUD 30,000,000 in respect of any one Occurrence
	Property Damage	AUD 30,000,000 in respect of any one Occurrence
Section 6: Environmental Impairment Liability Insurance	AUD 250,000 in the aggregate Period of Insurance	
Section 7: Management Committee Liability Insurance	AUD 5,000,000 in the aggregate Period of Insurance	
Section 8: Audit Expenses Insurance	AUD 30,000	
Section 9: Appeal Expenses Insurance	AUD 150,000	
Section 10: Voluntary Workers Insurance	Accident each occurrence Limit	AUD 200,000
	Accident aggregate Limit	AUD 200,000 in the aggregate Period of Insurance

All the values on this Certificate of Currency are correct as at 15 August 2025 and may only be subject to change within the **Period of Insurance** by written agreement between the Insurer and the **Insured**.

The insurance afforded by the policies described in this Certificate is subject to all terms, exclusions and conditions of such policies.

This Certificate is furnished as a matter of information only and does not constitute an insurance contract upon which claims can be made. **Policy** terms and conditions incorporate provisions which may enable Insurers to cancel or vary the **Policy** on the happening of prescribed circumstances or events (i.e. non-payment of premium). Therefore, this confirmation of insurance is not to be construed as guaranteeing that the **Policy** will remain in force throughout the **Period of Insurance** as specified herein.

Signed:

Strata Underwriter

Authorised Officer, Chubb Insurance Australia Limited
ABN 23 001 642 020 AFSL 239687

Strata Plan 82199 - 1 Airlie St, Claremont
10-Year Maintenance Plan
Infrastructure Replacement Plan
Revision 2 - April 2024

Strata Titles Regulations December 2019 reference			Description	Maintenance required	Estimated Year of install or last maintenance	Service life (years)	Next Service Due	Years till next service due	Units	No of units	\$/unit	Where did rate come from?	Total Cost next service	Cost per Year until next service	Cost per year after next service	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
	CONTINGENCY		Nominal emergency allowance		2024	1	2025	1	\$	1.0	\$ 5,000	Inspector experience	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
	MEDIUM TERM MAINTENANCE																								
(e)		Eaves and Balcony soffits	Timber panelling	Re-staining	2024	10	2034	10	m2	9212.0	\$ 40	"	\$ 368,480	\$ 36,848	\$ 36,848	\$ 36,848	\$ 36,848	\$ 36,848	\$ 36,848	\$ 36,848	\$ 36,848	\$ 36,848	\$ 36,848	\$ 36,848	\$ 36,848
		Balcony Soffits	Painted concrete	Re-painting	2024	15	2039	15	m2	746.0	\$ 32	"	\$ 23,872	\$ 1,591	\$ 1,591	\$ 1,591	\$ 1,591	\$ 1,591	\$ 1,591	\$ 1,591	\$ 1,591	\$ 1,591	\$ 1,591	\$ 1,591	\$ 1,591
		Sundry other external painting	Timber, fibrecement	Re-painting	2024	10	2034	10	Allowance	1.0	\$ 50,000	"	\$ 50,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
(b)	WALLS	External Walls	Painted render	Re-painting	2024	10	2034	10	m2	4608.0	\$ 40	"	\$ 184,320	\$ 18,432	\$ 18,432	\$ 18,432	\$ 18,432	\$ 18,432	\$ 18,432	\$ 18,432	\$ 18,432	\$ 18,432	\$ 18,432	\$ 18,432	\$ 18,432
		Internal walls	Painted plaster to lobbies	Re-painting	2024	10	2034	10	m2	15146.0	\$ 28	"	\$ 424,088	\$ 42,409	\$ 42,409	\$ 42,409	\$ 42,409	\$ 42,409	\$ 42,409	\$ 42,409	\$ 42,409	\$ 42,409	\$ 42,409	\$ 42,409	\$ 42,409
(c)	FLOORS	Lobbies	Carpet	Replacement	2024	20	2044	20	m2	5430.0	\$ 60	"	\$ 325,800	\$ 16,290	\$ 16,290	\$ 16,290	\$ 16,290	\$ 16,290	\$ 16,290	\$ 16,290	\$ 16,290	\$ 16,290	\$ 16,290	\$ 16,290	\$ 16,290
(d)	CEILINGS	Common property	Painted plasterboard	Re-painting	2024	15	2039	15	m2	5430.0	\$ 30	"	\$ 162,900	\$ 10,860	\$ 10,860	\$ 10,860	\$ 10,860	\$ 10,860	\$ 10,860	\$ 10,860	\$ 10,860	\$ 10,860	\$ 10,860	\$ 10,860	\$ 10,860
(l)	DOORS	Front doors	Timber	Re-painting	2024	10	2034	10	No	300.0	\$ 300	"	\$ 90,000	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000
			Total - medium term maintenance													\$ 140,430	\$ 140,430	\$ 140,430	\$ 140,430	\$ 140,430	\$ 140,430	\$ 140,430	\$ 140,430	\$ 140,430	\$ 140,430
	LONG TERM REPLACEMENT ALLOWANCES																								
(a)	ROOF	Cover	Colorbond steel	Replace	2024	70	2094	70	m2	1400.0	\$ 250	Inspector experience	\$ 350,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
		Cover	Waterproof membrane	Re-coating	2024	20	2044	20	m2	4761.0	\$ 500	Inspector experience	\$ 2,380,500	\$ 119,025	\$ 119,025	\$ 119,025	\$ 119,025	\$ 119,025	\$ 119,025	\$ 119,025	\$ 119,025	\$ 119,025	\$ 119,025	\$ 119,025	\$ 119,025
(a)		Gutters	Colorbond steel	Replace	2024	50	2074	50	m	150.0	\$ 200	"	\$ 30,000	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600
(f)		Downpipes	PVC concealed	Replace	2024	80	2104	80	No	384.0	\$ 120	"	\$ 46,080	\$ 576	\$ 576	\$ 576	\$ 576	\$ 576	\$ 576	\$ 576	\$ 576	\$ 576	\$ 576	\$ 576	\$ 576
(e)		Eaves and Balcony Soffits	Stained timber	Replace	2024	100	2124	100	m2	9212.0	\$ 150	"	\$ 1,381,800	\$ 13,818	\$ 13,818	\$ 13,818	\$ 13,818	\$ 13,818	\$ 13,818	\$ 13,818	\$ 13,818	\$ 13,818	\$ 13,818	\$ 13,818	\$ 13,818
(e)		Fascias	Various finishes	Replace	2024	60	2084	60	m	4620.0	\$ 200	"	\$ 924,000	\$ 15,400	\$ 15,400	\$ 15,400	\$ 15,400	\$ 15,400	\$ 15,400	\$ 15,400	\$ 15,400	\$ 15,400	\$ 15,400	\$ 15,400	\$ 15,400
(b)	WALLS	External walls	Timber slatting	Replace	2024	40	2064	40	m2	600.0	\$ 500	"	\$ 300,000	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500
		Feature walls to landscaping to face	Various finishes	Re-paint	2024	10	2034	10	m2	5000.0	\$ 50		\$ 250,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
(c)	FLOORS	Front Entry	Tiles	Replace	2024	25	2049	25	m2	1200.0	\$ 300	"	\$ 360,000	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400
		Plantrooms	Waterproofing	Replace	2024	15	2039	15	m2	960.0	\$ 200	"	\$ 192,000	\$ 12,800	\$ 12,800	\$ 12,800	\$ 12,800	\$ 12,800	\$ 12,800	\$ 12,800	\$ 12,800	\$ 12,800	\$ 12,800	\$ 12,800	\$ 12,800
(d)	CEILINGS	Internal apartment ceilings	By Owners													\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
(e)	WINDOWS	Window frames	Aluminium	Replacement	2024	60	2084	60	No	13860.0	\$ 600	"	\$ 8,316,000	\$ 138,600	\$ 138,600	\$ 138,600	\$ 138,600	\$ 138,600	\$ 138,600	\$ 138,600	\$ 138,600	\$ 138,600	\$ 138,600	\$ 138,600	\$ 138,600
		Window sills	No special allowance required													\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
(g)	FOUNDATIONS	Footings	Concrete	Maintain	inc in 'Structure'											\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Retaining walls		Maintain	inc in 'Structure'											\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
(h)	PAVING	Driveway	Pavers	Replace	2024	60	2084	60	m2	500.0	\$ 150	Inspector experience	\$ 75,000	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250
		Carpark	Numbering	Replace	2024	15	2039	15	No	1.5	\$ 4,000	"	\$ 6,000	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400
		Courtyards	Pavers	Replace	2024	50	2074	50	m2	3000.0	\$ 210	"	\$ 630,000	\$ 12,600	\$ 12,600	\$ 12,600	\$ 12,600	\$ 12,600	\$ 12,600	\$ 12,600	\$ 12,600	\$ 12,600	\$ 12,600	\$ 12,600	\$ 12,600
(i)		Footpaths	Pavers	Replace	2024	50	2074	50	m2	1200.0	\$ 150	"	\$ 180,000	\$ 3,600	\$ 3,600	\$ 3,600	\$ 3,600	\$ 3,600	\$ 3,600	\$ 3,600	\$ 3,600	\$ 3,600	\$ 3,600	\$ 3,600	\$ 3,600
(j)		Steps	Pavers	Replace	2024	50	2074	50	No	26.0	\$ 2,000	"	\$ 52,000	\$ 1,040	\$ 1,040	\$ 1,040	\$ 1,040	\$ 1,040	\$ 1,040	\$ 1,040	\$ 1,040	\$ 1,040	\$ 1,040	\$ 1,040	\$ 1,040
(k)	BALUSTRADES	Stair railings		Replace	2024	100	2124	100	m	8568.0	\$ 250	"	\$ 2,142,000	\$ 21,420	\$ 21,420	\$ 21,420	\$ 21,420	\$ 21,420	\$ 21,420	\$ 21,420	\$ 21,420	\$ 21,420	\$ 21,420	\$ 21,420	\$ 21,420
		Balcony balustrade		Replace	2024	50	2074	2074	m	5000.0	\$ 700	"	\$ 3,500,000	\$ 1,688	\$ 70,000	\$ 1,688	\$ 1,688	\$ 1,688	\$ 1,688	\$ 1,688	\$ 1,688	\$ 1,688	\$ 1,688	\$ 1,688	\$ 1,688
(l)	DOORS (inc frames)	Front doors inc door furniture, numbering	Timber	Replacement allowance	2024	1	2025	1	No	0.0	\$ 1,000	"	\$ -	\$ -	\$ -	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
		Stair Doors	Timber	Replace	2024	60	2084	60	No	433.0	\$ 2,000	Inspector experience	\$ 866,000	\$ 14,433	\$ 14,433	\$ 14,433	\$ 14,433	\$ 14,433	\$ 14,433	\$ 14,433	\$ 14,433	\$ 14,433	\$ 14,433	\$ 14,433	\$ 14,433
		Service duct doors	Timber	Replace	2024	50	2074	50	No	1200.0	\$ 600	"	\$ 720,000	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400
		Garage doors	roller shutter door	Replace	2024	25	2049	25	No	2.0	\$ 20,000	"	\$ 40,000	\$ 1,600	\$ 1,600	\$ 1,600	\$ 1,600	\$ 1,600	\$ 1,600	\$ 1,600	\$ 1,600	\$ 1,600	\$ 1,600	\$ 1,600	\$ 1,600
			Motor	Replace	2024	15	2039	15	No	2.0	\$ 3,000	"	\$ 6,000	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400
(m)	LIGHTING	Common area lighting	Allowance only	Replace	2024	1	2025	1	No	0.0	\$ 1,000	"	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
(o)	FENCING	All	Not yet constructed	Allowance	2024	1	2025	1	Allowance	1.0	\$ 2,000		\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
(p)	BALCONY FLOORING		Waterproof membrane	Re-apply	20240																				

Strata Plan 82199 - 1 Airlie St, Claremont
10-Year Maintenance Plan
Infrastructure Replacement Plan
Revision 2 - April 2024

Strata Titles Regulations December 2019 reference					Estimated Year of install or last maintenance	Service life (years)	Next Service Due	Years till next service due	Units	No of units	\$/unit	Where did rate come from?	Total Cost next service	Cost per Year until next service	Cost per year after next service										
			Description	Maintenance required												2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
			Tiles	Replace	2024	40	2064	40	m2	9958.0	\$ 250	"	\$ 2,489,500	\$ 62,238	\$ 62,238	\$ 62,238	\$ 62,238	\$ 62,238	\$ 62,238	\$ 62,238	\$ 62,238	\$ 62,238	\$ 62,238	\$ 62,238	\$ 62,238
(q)	LIFTS	Refurbishment	Replacement of lift car and	Allowance	2024	50	2074	50	No	6.0	\$ 250,000	Inspector experience	\$ 1,500,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
(r)	VENTILATION	Carpark exhaust fan and ducting		Replacement Allowance	2024	50	2074	50		1.0	\$ 250,000	Inspector experience	\$ 250,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
(s)	FIRE SERVICES	Fire system		Allowance for future	2024	50	2074	50	Allowance	1.0	\$ 250,000	Allowance	\$ 250,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
		Alarm Systems/EWIS	Excluded from this report	Replace	2024	12	2036	12	Allowance	1.0	\$ 20,000	Allowance	\$ 20,000	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667
(t)	AIRCONDITIONING	Apartments	By Owners													\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Common areas		Maintain and replace as	2024	10	2034	10	Allowance	1.0	\$ 50,000	Allowance	\$ 50,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
(u)	STRUCTURE	Main building	Allowance only	Maintain	2024	100	2124	1	Allowance	1.0	\$ 3,000	Allowance	\$ 3,000	\$ 3,000	\$ 30	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
(v)	UTILITY CONDUITS AND SERVICES	Plumbing and conduits	Unknown future maintenance allowance	Replacements	2024	50	2074	50	Allowance	1.0	\$ 150,000	Allowance	\$ 150,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
(w)	GARBAGE DISPOSAL	Bin store	Extra wear	Maintain	2024	1	2025	1	Allowance	1.0	\$ 4,000	"	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000
(x)	HOT WATER SYSTEMS	Hot water units	By Owners	Maintain	2024	10	2034	10	Allowance	1.0	\$ 60,000	"	\$ 60,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000
(y)	ELECTRICAL SYSTEMS	Mains cabling	General allowance	Maintain	2024	50	2074	50	Allowance	1.0	\$ 300,000	"	\$ 300,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000
(z)	POST BOXES			Replace	2024	50	2074	50	Allowance	1.0	\$ 8,000	Inspector experience	\$ 8,000	\$ 160	\$ 160	\$ 160	\$ 160	\$ 160	\$ 160	\$ 160	\$ 160	\$ 160	\$ 160	\$ 160	\$ 160
(za)	SECURITY COMPONENTS		General allowance	Maintain	2024	10	2034	10	item	1.0	\$ 60,000	"	\$ 60,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000
(zb)	SWIMMING POOLS	Pool	Tiled concrete	Upgrade	2024	30	2054	30	Allowance	1.0	\$ 150,000	Allowance	\$ 150,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
		Filter	Sand filters	Replace	2024	10	2034	10	Allowance	1.0	\$ 2,200	Allowance	\$ 2,200	\$ 220	\$ 220	\$ 220	\$ 220	\$ 220	\$ 220	\$ 220	\$ 220	\$ 220	\$ 220	\$ 220	\$ 220
		Heater	Gas heating	Replace	2024	10	2034	10	Allowance	1.0	\$ 5,000	Allowance	\$ 5,000	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
		Pool blanket		Replace	2024	10	2034	10	Allowance	1.0	\$ 5,000	Allowance	\$ 5,000	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
		Pumps	Not installed	Replace	2024	10	2034	10	Allowance	6.0	\$ 1,000	Allowance	\$ 6,000	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600
(zc)	WATER BORES & WATER TANKS	Water tank	Polyethylene	Replace	2024	30	2054	30	Allowance	3.0	\$ 15,000	Allowance	\$ 45,000	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500
		Pump		Replace	2024	30	2054	30	Allowance	8.0	\$ 2,000	Allowance	\$ 16,000	\$ 533	\$ 533	\$ 533	\$ 533	\$ 533	\$ 533	\$ 533	\$ 533	\$ 533	\$ 533	\$ 533	\$ 533
(zd)	BACKFLOW DEVICES AND PUMPING	Backflow device	Replacement of lift car and rails		2024	50	2074	50	Allowance	1.0	\$ 1,200	Allowance	\$ 1,200	\$ 24	\$ 24	\$ 24	\$ 24	\$ 24	\$ 24	\$ 24	\$ 24	\$ 24	\$ 24	\$ 24	\$ 24
(ze)	CAR STACKERS	Not applicable																							
(zf)	ROOF SAFETY ACCESS EQUIPMENT	Anchor Points	Not installed	Service	2024	30	2054	30	No	4.0	\$ 7,500	Inspector experience	\$ 30,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	
		Access ladders	Aluminium	Replacement	2024	35	2059	35	No	8.0	\$ 2,000	Inspector experience	\$ 16,000	\$ 457	\$ 457	\$ 457	\$ 457	\$ 457	\$ 457	\$ 457	\$ 457	\$ 457	\$ 457	\$ 457	\$ 457
(zg)	SUSTAINABILITY SYSTEMS	Solar PV	Solar panels	Replace	2024	30	2054	30	Allowance	1.0	\$ 20,000	Allowance	\$ 20,000	\$ 667	\$ 667	\$ 667	\$ 667	\$ 667	\$ 667	\$ 667	\$ 667	\$ 667	\$ 667	\$ 667	\$ 667
(zh)	DISABILITY ACCESS FEATURES	Tactile indicators	Not installed	Replace	2024	1	2025	1	Allowance	1.0	\$ 500	Allowance	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
	SITE	Signage	Not installed	Replace	2024	30	2054	30	Item	3.0	\$ 2,000	Inspector experience	\$ 6,000	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200
		Stormwater drainage		Cleanout	2024	25	2049	25	Allowance	25.0	\$ 2,000	Allowance	\$ 50,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
		Landscaping	Major refurbishment	Replace	2024	30	2054	30	Allowance	1.0	\$ 1,000,000	Allowance	\$ 1,000,000	\$ 33,333	\$ 33,333	\$ 33,333	\$ 33,333	\$ 33,333	\$ 33,333	\$ 33,333	\$ 33,333	\$ 33,333	\$ 33,333	\$ 33,333	\$ 33,333
		Golf Simulator/ EOT/ Workshop	Fixtures and fittings	Replace	2024	12	2036	30	Allowance	1.0	\$ 120,000	Allowance	\$ 120,000	\$ 4,000	\$ 10,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000
		Gymnasium	Equipment	Replace	2024	10	2034	10	Allowance	1.0	\$ 50,000	Allowance	\$ 50,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
		Cocktail/Lounge/Dining	Fixtures and fittings	Replace	2024	12	2036	12	Allowance	1.0	\$ 120,000	Allowance	\$ 120,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
		Cabana/Dining/Media	Fixtures and fittings	Replace	2024	12	2036	12	Allowance	1.0	\$ 120,000	Allowance	\$ 120,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
		Entrance Lobbies and Lounges	Fixtures and fittings	Replace	2024	12	2036	30	Allowance	2.0	\$ 250,000	Allowance	\$ 500,000	\$ 16,667	\$ 41,667	\$ 16,667	\$ 41,667	\$ 41,667	\$ 41,667	\$ 41,667	\$ 41,667	\$ 41,667	\$ 41,667	\$ 41,667	\$ 41,667
		Bathhouse, steam room, sauna	Not inspected	Replace	2024	30	2054	25	Allowance	1.0	\$ 200,000	Allowance	\$ 200,000	\$ 8,000	\$ 6,667	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000
			Total - Long-term capital provisions													\$ 676,473	\$ 701,473	\$ 701,473	\$ 701,473	\$ 701,473	\$ 701,473	\$ 702,273	\$ 702,273	\$ 702,273	\$ 702,273
	REGULAR MAINTENANCE	Termite inspection	Stores and external		2024	1	2025	1	Item	1.0	\$ 1,500	Inspector experience	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500
		Gutter cleaning	Clean gutters and downpipes		2024	1	2025	1	Item	1.0	\$ 1,500	"	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500
		Strata Maintenance Plan	Strata maintenance plan required every five years		2024	5	2029	5	Item	1.0	\$ 7,000	"	\$ 7,000	\$ 1,400	\$ 1,400	\$ 1,400	\$ 1,400	\$ 1,400	\$ 1,400	\$ 1,400	\$ 1,400	\$ 1,400	\$ 1,400	\$ 1,400	\$ 1,400
		Defects Liability Plan	Defects liability inspection in 2029 plus legal allowance in 2030		2024	5	2029	5	Item	1.0	\$ 25,000		\$ 25,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 50,000	\$ -	\$ -	\$ -	

Strata Plan 82199 - 1 Airlie St, Claremont
10-Year Maintenance Plan
Infrastructure Replacement Plan
Revision 2 - April 2024

Strata Titles Regulations December 2019 reference					Estimated Year of install or last mainten an ce	Service life (years)	Next Service Due	Years till next service due	Units	No of units	\$/unit	Where did rate come from?	Total Cost next service	Cost per Year until next service	Cost per year after next service	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
			Description	Maintenance required												\$ 9,400	\$ 9,400	\$ 9,400	\$ 9,400	\$ 9,400	\$ 9,400	\$ 54,400	\$ 4,400	\$ 4,400	\$ 4,400
			Total - Yearly maintenance																						
			GRAND TOTAL										TOTAL COST			\$ 826,303	\$ 856,303	\$ 856,303	\$ 856,303	\$ 856,303	\$ 856,303	\$ 902,103	\$ 852,103	\$ 852,103	\$ 852,103
																2024	2025	2026	2027	2028	2029	2030	2031	2032	2033

The Grove Residences - House Rules

June 2024



Welcome to The Grove Residences. House Rules are in place for the benefit of all residents and complement the strata company's by-laws. Please familiarise yourself with both the by-laws and these guidelines to help maintain a pleasant and respectful community.

GENERAL CONDUCT – COMMON AREAS:

The following apply to **all** areas on common property, including areas for private bookings:

- Cycling, rollerblading, or ball sports are not permitted in common areas.
- Children under the age of 16 must be supervised at all times.
- Pets are not allowed on common recreational facilities.
- Dogs must be kept on leads and any mess cleaned up by the owner immediately.
- Smoking or vaping in common areas is not permitted.
- Do not store or leave any personal items on common property (including bicycles and scooters).
- Do not leave rubbish in any of the common areas (including stairwells, hallways, and foyers).
- Keep noise and music to a minimum to ensure an enjoyable experience for all residents.
- Residents are responsible for cleaning up after themselves – please use provided bins.
- Report to building management any issues, spills, equipment malfunction or damages immediately.
- Residents are responsible for their guests at all times.
- Residents may be held responsible for any damage caused to common property and associated costs for repair.

SANCTUARY PAVILION:

- Access hours are between 08:00 am – 10:00 pm, except pool*

BBQ

- Gas burners are to be turned off after use.
- Rubbish, food scraps, bottles etc. are to be removed and cleaned from the area and placed in bins.
- Residents are responsible for cleaning of the BBQs after use and area left in a clean and usable condition.

CABANAS

- Reservations are required prior to using space.
- Residents are responsible for cleaning up and disposing of their food and beverage containers.
- Please ensure the area is left in a clean and usable condition.

POOL, SAUNA, SPA AND STEAM ROOM

- ***Pool:** Open from sunrise to sunset. No use of pool after-dark.
- A maximum of 4 guests per household are permitted in the pool area.
- Children under 16 are to be supervised by adults at all times.
- Pool toys and inflatable devices are not permitted.



The Grove Residences - House Rules

June 2024



GYM & YOGA RETREAT

- Access hours are between 05:00 am – 10:00 pm
- Guests are not permitted to utilise these areas.
- Please use equipment responsibly.
- Please wipe down equipment after use and practice good hygiene.
- Children under 16 are not allowed in the gym unless supervised.

MEDIA ROOM

- Access hours for the Media Room are between 8:00 am – 10:00 pm.
- Ensure all equipment and remote controls are returned to their designated places after use.
- Report any technical issues promptly to building management.
- Please ensure the area is left in a clean and usable condition.

PLAYGROUND

- The playground is open from sunrise to sunset. No use of playground after-dark.
- Parents or guardians must supervise children at all times.
- Respect other residents by keeping noise levels down.
- Report any damaged or unsafe equipment to building management immediately.

GOLF SIMULATOR

- Residents are encouraged to limit their sessions to 60 minutes during peak times to allow fair access.
- A maximum of 4 people per session.
- Bookings permitted between 06:00 am – 10:00pm
- Ensure all equipment and remote controls are returned to their designated places after use.
- Report any technical issues promptly to building management.
- Please ensure the area is left in a clean and usable condition.

WORKSHOP

- Access hours are between 08:00 am – 09:00 pm
- Users are responsible for their own safety and use of items at their own risk
- Residents under 18 must be supervised by an adult at all times.
- Do not leave tools unattended; return them to their designated places after use.
- Tools are not to be removed from the workshop.
- Report any damaged or malfunctioning tools to building management immediately.
- Clean up your workspace after use, including sweeping the floor and disposing of waste properly.
- Do not bring food or drinks into the workshop area.

KID'S CORNER

- Access hours are from 9:00 am – 05:00 pm, Monday to Friday.
- Clean toys, books, furniture after use and report any damage
- Keep area in clean and in good condition.
- Respect the shared nature of the Kids Corner



The Grove Residences - House Rules

June 2024



ROOFTOP FACILITIES:

COCKTAIL & SUNSET LOUNGE

- No reservations required.
- Access hours are between 08:00 am – 10:00 pm.
- Exclusive use provisions apply as per By-Laws on Wednesdays and Saturdays.

DINNING LOUNGE

- Reservations are required prior to using space.
- Dining Lounge access hours are between 08:00 am – 10:00 pm.
- Exclusive use provisions apply as per By-Laws on Wednesdays and Saturdays.

BIKE STORAGE

- Registration to the bike storeroom is required prior to use, contact the Concierge to register your bike and they will activate your access.
- Electric bikes or scooters cannot be charged on common property, please charge privately in your apartments.
- When transporting bikes through common area please be mindful of other residents.
- Do not store any valuable items in the storeroom as strata insurance does not cover theft or damage of private property.

CAR PARK

- Park only within your allocated car bay. Do not park on common property or in a manner that causes inconvenience.
- Washing, repairing, or restoring vehicles is not permitted in car bays or on common property except in designated areas (B2 car park).
- Kayaks, watercraft, roof racks and similar items are not to be left in or next to car bays.

VISITOR PARKING

- Reserved for visitors only. Occupiers of The Grove are not to utilise these bays.
- Visitors should not park in the bay for more than 12 hours.

SECURITY

- Do not prop open secured doors, ensure they are closed securely and quietly.
- Do not permit any person access to the building unless that person is known to you.
- Report any 'tailgaters' into the car park or pedestrian entrances to the Building Manager immediately.
- Lost access devices must be reported to the Building Manager immediately.
- Restricted keys, remotes & fobs can only be issued by the Strata Manager or Building Manager.
- Common areas are monitored by CCTV for your safety, please do not tamper with any systems.



WASTE AND RECYCLING

- Seal food and waste in bags before disposal, avoid spills when transporting through common areas.
- Review and follow waste disposal guidelines as shown on posters in bin rooms.
- Cardboard boxes and cartons are to be broken down or flattened to a sufficient size to be fully contained in a recycling bin with the lid closed.
- Household appliances, furniture, building products, paint, fuel, gas tanks, tools, or heavy rubbish larger than common household rubbish, are to be disposed off-site or during verge collection.
- Items or waste left on common property will be considered as dumped rubbish, which may result in a contravention notice and/or on-charging of removal fees.

GENERAL CONDUCT – USE OF YOUR APARTMENT

The following apply to general housekeeping and use of private units:

- No business operation without the prior written approval of the Council of Owners and City Council.
- Be mindful of noise or odours coming from your apartment.
- If your smoke alarm is set off from cooking smoke or fumes, do not open the front door as it may lead to triggering the common fire alarm. Please open windows and doors and turn on fans to try to allow the smoke or fumes to escape.
- Washing and decoration must not be hung over balconies or visible from the exterior of building.
- Balconies cannot be used for general storage including bicycles and in particular flammable items (except a gas bottle used for BBQs)
- Celebration lights and decorations may be temporarily displayed on balconies around the time of the holidays or event. The display should not affect neighbours and must be fixed securely. The Council of Owners reserve the rights to ask for their removal.

PETS

- Caged birds, small dogs and cats need to be added to the Pet Register. Please provide Oakfield with details of your animal after moving in.
- Approval must be obtained from the Council of Owners before bringing in a large dog (over 10kg) or secondary pets into The Grove, unless pre-approval provided.
- Requests for approval must be sent via the approved Pet Application form to Oakfield and will be on-sent to the Council of Owners for approval.
- Pets must be kept under control and not cause a nuisance or harm to other residents.
- Pets are not permitted on common property with the exception of registered assistance animals or when traveling to or from a private lot.
- Pets must be kept on leads and any mess cleaned up by the owner immediately.

NOISE

- Keep noise levels to a minimum between 10:00PM and 8:00AM
- Be mindful of shared walls, balconies, and common areas.
- Avoid playing loud music at all times.



The Grove Residences - House Rules

June 2024



MOVING IN / OUT

Please get in touch with the building manager prior to moving in/out to obtain formal procedures to book lift use and place protective mats on common property.

CONTACT INFORMATION

STRATA MANAGEMENT

Oakfield



(08) 6355 5225



strata@oakfield.com.au

BUILDING MANAGEMENT

Fortstone



(08) 8318 7077



grove@fortstone.com.au



Cost Centre: Shared Funds
Strata Plan No. SP 82199
1 Airlie Street, CLAREMONT WA 6010
Statement of Financial Performance
FOR THE PERIOD 01 June 2024 TO 31 May 2025

Statement of Financial Performance	ACTUAL	BUDGET	ACTUAL LAST YEAR
	01/06/2024-31/05/2025	01/06/2024-31/05/2025	01/06/2023-31/05/2024
Administrative Fund			
INCOME			
142000 - Insurance Claims	\$5,000.00	\$0.00	\$0.00
143000 - Levies Due - Admin	\$754,550.42	\$754,550.00	\$0.00
142500 - Interest on Arrears--Admin	\$379.94	\$0.00	\$0.00
144505 - Balcony Tile Income	\$300.00	\$0.00	\$0.00
147500 - Income - Containers for Change	\$1,131.27	\$0.00	\$0.00
148100 - Sales Certificate Fees	\$5,180.00	\$0.00	\$0.00
TOTAL ADMINISTRATIVE FUND INCOME	\$766,541.63	\$754,550.00	\$0.00
EXPENDITURE - ADMINISTRATIVE FUND			
150300 - Admin--Accounting and Taxation Services	\$1,700.00	\$0.00	\$0.00
151600 - Admin--Consultants	\$5,000.00	\$0.00	\$0.00
152750 - Admin--Debt Collection Fees	\$150.00	\$0.00	\$0.00
153203 - Admin--Sales Certificate Fee	\$4,900.00	\$0.00	\$0.00
154151 - Admin--GST Expense (Write Off)	\$0.06	\$0.00	\$0.00
155000 - Admin--Software & Compliance Fee	\$6,815.04	\$0.00	\$0.00
155510 - Admin--Meeting Expenses	\$9,911.37	\$5,000.00	\$0.00
158000 - Admin-- Strata Admin - Additional Fees	\$1,610.00	\$7,000.00	\$0.00
158100 - Admin--Other Expenses--Admin	\$4,599.65	\$0.00	\$0.00
158500 - Admin--Strata Management Fees	\$96,635.04	\$96,635.00	\$0.00
159100 - Insurance--Premiums	\$35,342.81	\$120,000.00	\$0.00
159150 - Insurance Premium Pro-Rata Adjustment	\$0.00	\$30,000.00	\$0.00
159200 - Insurance--Valuation	\$0.00	\$5,000.00	\$0.00
160500 - Building management: Consumables	\$21,716.78	\$15,000.00	\$0.00
161300 - Facilities Management	\$202,406.38	\$190,000.00	\$0.00
161350 - Facilities Management Non-Contractual Services	\$2,150.00	\$10,000.00	\$0.00
163000 - Maint Bldg--Cleaning	\$12,098.86	\$10,000.00	\$0.00
163300 - Maint Bldg- Toilet Sanitary Servicing	\$2,212.78	\$0.00	\$0.00
163900 - Maint Bldg--Car Park Cleaning	\$5,250.00	\$5,000.00	\$0.00
165800 - Maintenance Contract - Fire Services	\$2,840.00	\$0.00	\$0.00
165803 - Fire & Alarm Monitoring	\$790.00	\$2,000.00	\$0.00
165805 - Emergency Management Planning	\$1,160.00	\$10,000.00	\$0.00
166600 - Maintenance Contract - Gates	\$1,670.00	\$0.00	\$0.00
167200 - Maint Bldg--General Repairs	\$18,114.84	\$30,000.00	\$0.00

Statement of Financial Performance	ACTUAL	BUDGET	ACTUAL LAST YEAR
	01/06/2024-31/05/2025	01/06/2024-31/05/2025	01/06/2023-31/05/2024
170200 - Maint Bldg--Lift	\$5,777.50	\$0.00	\$0.00
170600 - Maint Bldg--Locks, Keys & Card Keys	\$3,478.04	\$500.00	\$0.00
170700 - Maintenance Contract - Landscaping	\$2,202.25	\$0.00	\$0.00
172000 - Maint Bldg--Pest/Vermin Control	\$6,067.55	\$10,000.00	\$0.00
172200 - Maint Bldg--Plumbing & Drainage	\$3,703.89	\$0.00	\$0.00
173000 - Security Patrols / After-Hours Compliance	\$26,600.50	\$30,000.00	\$0.00
173100 - Repairs & Maintenance - Security System	\$25,012.09	\$0.00	\$0.00
173800 - Ground Floor Locker subscription	\$2,610.00	\$10,500.00	\$0.00
184300 - Contingency	\$0.00	\$17,915.00	\$0.00
190200 - Utility--Electricity	\$171,598.22	\$100,000.00	\$0.00
191200 - Utility--Water & Sewerage	\$50,897.45	\$50,000.00	\$0.00
TOTAL ADMINISTRATIVE FUND EXPENDITURE	\$735,021.10	\$754,550.00	\$0.00
SURPLUS/DEFICIT	\$31,520.53	\$0.00	\$0.00
OPENING ADMINISTRATIVE FUND BALANCE	\$0.00	\$0.00	\$0.00
ADMINISTRATIVE FUND BALANCE	\$31,520.53	\$0.00	\$0.00

Statement of Financial Performance	ACTUAL	BUDGET	ACTUAL LAST YEAR
	01/06/2024-31/05/2025	01/06/2024-31/05/2025	01/06/2023-31/05/2024
	Reserve Fund		
INCOME			
243000 - Levies Due--Reserve	\$50,000.00	\$50,000.00	\$0.00
242500 - Interest on Arrears--Capital Works	\$24.15	\$0.00	\$0.00
TOTAL RESERVE FUND INCOME	\$50,024.15	\$50,000.00	\$0.00
EXPENDITURE - RESERVE FUND			
253151 - Admin--GST Expense (Write Off)--Reserve	\$0.09	\$0.00	\$0.00
TOTAL RESERVE FUND EXPENDITURE	\$0.09	\$0.00	\$0.00
SURPLUS/DEFICIT	\$50,024.06	\$50,000.00	\$0.00
OPENING RESERVE FUND BALANCE	\$0.00	\$0.00	\$0.00
RESERVE FUND BALANCE	\$50,024.06	\$50,000.00	\$0.00

Cost Centre: Shared Funds
Statement of Financial Position
AS AT 31 May 2025

Date : 13/06/2025
Time : 11:05
Username : Ai Vee Ho
Client Position : Management

Strata Plan No. SP 82199		1 Airlie Street, CLAREMONT WA 6010	
	Actual 01/06/2024 - 31/05/2025	Actual 01/06/2023 - 31/05/2024	
<u>Owners Funds:</u>			
Administrative Fund			
Operating Surplus/Deficit-- Administrative Fund	\$31,520.53	\$0.00	
	\$31,520.53	\$0.00	
Reserve Fund			
Operating Surplus/Deficit--Reserve Fund	\$50,024.06	\$0.00	
	\$50,024.06	\$0.00	
Net Owners Funds			
	\$81,544.59	\$0.00	
<u>Represented by:</u>			
<u>Assets</u>			
Administrative Fund			
Cash at Bank--Admin	\$187,449.62	\$0.00	
Receivable--Levies--Admin	\$6,324.30	\$0.00	
Interest Receivable--Levies--Admin	\$258.69	\$0.00	
Receivable Owners - Admin	\$18,674.11	\$0.00	
	\$212,706.72	\$0.00	
Reserve Fund			
Cash at Bank--Capital Works	\$58,329.44	\$0.00	
Receivable--Levies--Capital Works	\$390.10	\$0.00	
Interest Receivable GL - Capital Works	\$15.96	\$0.00	
	\$58,735.50	\$0.00	
Unallocated Money			
Cash at Bank--Unallocated	\$5,252.87	\$0.00	
	\$5,252.87	\$0.00	
Total Assets			
	\$276,695.09	\$0.00	
<u>Less Liabilities</u>			
Administrative Fund			
Creditor--GST--Admin	\$(15,110.70)	\$0.00	
Creditors--Other--Admin	\$57,208.88	\$0.00	
Prepaid Levies--Admin	\$139,088.01	\$0.00	
	\$181,186.19	\$0.00	
Reserve Fund			
Creditor--GST--Capital Works	\$132.66	\$0.00	
Prepaid Levies--Capital Works	\$8,578.78	\$0.00	
	\$8,711.44	\$0.00	
Unallocated Money			
Prepaid Levies--Unallocated	\$5,252.87	\$0.00	
	\$5,252.87	\$0.00	
Total Liabilities			
	\$195,150.50	\$0.00	

Net Assets

\$81,544.59

\$0.00

The Grove | Admin Budget (Shared)

Administrative Fund			
	Proposed Budget	Previous Year Actuals	Previous Year Budget
Revenue			
142000 Insurance Claims	\$0.00	\$5,000.00	\$0.00
143000 Levies Due - Admin	\$1,006,060.00	\$754,550.42	\$754,550.00
142500 Interest on Arrears--Admin	\$0.00	\$379.94	\$0.00
144505 Balcony Tile Income	\$0.00	\$300.00	\$0.00
147500 Income - Containers for Change	\$0.00	\$1,131.27	\$0.00
148100 Sales Certificate Fees	\$0.00	\$5,180.00	\$0.00
Total revenue	\$1,006,060.00	\$766,541.63	\$754,550.00
Less expenses			
150300 Admin--Accounting and Taxation Services	\$1,260.00	\$1,700.00	\$0.00
151600 Admin--Consultants	\$2,500.00	\$5,000.00	\$0.00
152750 Admin--Debt Collection Fees	\$0.00	\$150.00	\$0.00
153203 Admin--Sales Certificate Fees	\$0.00	\$4,900.00	\$0.00
154151 Admin--GST Expense (Write Off)	\$0.00	\$0.06	\$0.00
155000 Admin--Software & Compliance Fee	\$6,804.00	\$6,815.04	\$0.00
155510 Admin--Meeting Expenses	\$4,900.00	\$9,911.37	\$5,000.00
158000 Admin-- Strata Admin - Additional Fees	\$1,500.00	\$1,610.00	\$7,000.00
156500 Admin--Other Expenses	\$5,000.00	\$4,599.65	\$0.00
158200 Admin - COO Expenses	\$1,250.00		
158500 Admin--Strata Management Fee	\$99,116.00	\$96,635.04	\$96,635.00
159100 Insurance--Premiums	\$197,157.00	\$35,342.81	\$120,000.00
159150 - Insurance Premium Pro-Rata Adjustment	\$0.00	\$0.00	\$30,000.00
159200 Insurance Valuation	\$12,000.00	\$0.00	\$5,000.00
160500 Building management: Consumables	\$18,000.00	\$21,716.78	\$15,000.00
161300 Facilities Management	\$200,177.00	\$202,406.38	\$190,000.00
161350 Facilities Management Non-Contractual Services	\$2,000.00	\$2,150.00	\$10,000.00
163000 Maint Bldg--Cleaning	\$11,963.00	\$12,098.86	\$10,000.00
163300 Maint Bldg - Toilet Sanitary Servicing	\$2,855.00	\$2,212.78	\$0.00
163900 Maint Bldg -- Car Park Cleaning	\$5,000.00	\$5,250.00	\$5,000.00
164800 Maint Bldg -- Electrical	\$9,662.00	\$0.00	\$0.00
164900 Maint Bldg -- Electrical Annual Testing	\$7,500.00	\$0.00	\$0.00
165800 Maintenance Contract - Fire Services	\$31,125.00	\$2,840.00	\$0.00
165803 Fire & Alarm Monitoring	\$9,090.00	\$790.00	\$2,000.00
165805 Emergency Management Planning	\$0.00	\$1,160.00	\$10,000.00
166600 Maintenance Contract - Gates	\$4,998.00	\$1,670.00	\$0.00
167200 Maint Bldg--General Repairs	\$18,000.00	\$18,114.84	\$30,000.00
170200 Maint Bldg--Lift	\$5,000.00	\$5,777.50	\$0.00
170600 Maint Bldg--Locks, Keys & Card Keys	\$1,000.00	\$3,478.04	\$500.00
170700 Maintenance Contract - Landscaping	\$108,430.00	\$2,202.25	\$0.00
172000 Maint Bldg--Pest/Vermin Control	\$6,120.00	\$6,067.55	\$10,000.00
172200 Maint Bldg--Plumbing & Drainage	\$4,000.00	\$3,703.89	\$0.00
172400 Maintenance Contract - Water Pumps	\$14,700.00	\$0.00	\$0.00
172900 Maintenance Contract - HVAC	\$19,000.00	\$0.00	\$0.00
173000 Security Patrols/After Hours Compliance	\$15,000.00	\$26,600.50	\$0.00
173100 Repairs & Maintenance - Security System	\$19,896.00	\$25,012.09	\$0.00
173800 Ground Floor Locker subscription	\$10,440.00	\$2,610.00	\$10,500.00
184300 Contingency	\$10,000.00	\$0.00	\$17,915.00
190200 Utility--Electricity	\$120,305.00	\$171,598.22	\$100,000.00
191200 Utility--Water & Sewerage	\$76,500.00	\$50,897.45	\$50,000.00
Total expenses	\$1,062,248.00	\$735,021.10	\$724,550.00
Surplus/Deficit	-\$56,188.00	\$31,520.53	\$30,000.00
Opening balance	\$31,520.53	\$0.00	\$0.00
Closing balance	-\$24,667.47	\$31,520.53	\$171,701.07
Total units of Entitlements	10000	10000	10000
Budgeted standard levy revenue	\$1,006,060.00	\$754,550.42	\$754,550.00
Add GST	\$100,606.00	\$75,455.04	\$75,455.00
Amount to raise in levies including GST	\$1,106,666.00	\$830,005.46	\$830,005.00

Reserve Fund			
	Proposed Budget	Previous Year Actuals	Previous Year Budget
Revenue			
243000 Levies Due--Sinking	\$100,000.00	\$50,000.00	\$50,000.00
242500 Interest on Arrears--Capital Works	\$0.00	\$24.15	\$0.00
Total revenue	\$100,000.00	\$50,024.15	\$50,000.00
Less expenses			
253151 Admin--GST Expense (Write Off)--Sinking	\$0.00	\$0.09	\$0.00
Total expenses	\$0.00	\$0.09	\$0.00
Surplus/Deficit	\$100,000.00	\$50,024.06	\$50,000.00
Opening balance	\$50,024.06	\$0.00	\$0.00
Closing balance	\$150,024.06	\$50,024.06	\$50,000.00
Total units of Entitlements	10000	10000	10000
Budgeted standard levy revenue	\$100,000.00	\$50,000.00	\$50,000.00
Add GST	\$10,000.00	\$5,000.00	\$5,000.00
Amount to raise in levies including GST	\$110,000.00	\$55,000.00	\$55,000.00

Reserve Fund			
	Proposed Budget	Previous Year Actuals	Previous Year Budget
Revenue			
243000 Levies Due--Sinking	\$352,000.00	\$50,000.00	\$50,000.00
242500 Interest on Arrears--Capital Works	\$0.00	\$24.15	\$0.00
Total revenue	\$352,000.00	\$50,024.15	\$50,000.00
Less expenses			
253151 Admin--GST Expense (Write Off)--Sinking	\$0.00	\$0.09	\$0.00
Total expenses	\$0.00	\$0.09	\$0.00
Surplus/Deficit	\$352,000.00	\$50,024.06	\$50,000.00
Opening balance	\$50,024.06	\$0.00	\$0.00
Closing balance	\$402,024.06	\$50,024.06	\$50,000.00
Total units of Entitlements	10000	10000	10000
Budgeted standard levy revenue	\$352,000.00	\$50,000.00	\$50,000.00
Add GST	\$35,200.00	\$5,000.00	\$5,000.00
Amount to raise in levies including GST	\$387,200.00	\$55,000.00	\$55,000.00

Combined Levies (Option 1 - With By-law Amendment)

Current levies	\$1,272,549.49
Proposed levies	\$1,678,564.00

Annual increase	31.91%
Increase for remaining 3 quarters	42.54%

Lot	UE	Q1	Q2	Q3	Q4	Pre-issue
1	16	\$504.60	\$721.37	\$721.37	\$721.37	\$667.18
2	36	\$1,135.35	\$1,623.08	\$1,623.08	\$1,623.08	\$1,501.15
3	32	\$1,009.20	\$1,442.74	\$1,442.74	\$1,442.74	\$1,334.36
4	25	\$788.44	\$1,127.14	\$1,127.14	\$1,127.14	\$1,042.47
5	37	\$1,166.89	\$1,668.17	\$1,668.17	\$1,668.17	\$1,542.85
6	23	\$725.36	\$1,036.97	\$1,036.97	\$1,036.97	\$959.07
7	32	\$1,009.20	\$1,442.74	\$1,442.74	\$1,442.74	\$1,334.36
9	15	\$473.06	\$676.28	\$676.28	\$676.28	\$625.48
10	15	\$473.06	\$676.28	\$676.28	\$676.28	\$625.48
11	19	\$599.21	\$856.63	\$856.63	\$856.63	\$792.27
12	15	\$473.06	\$676.28	\$676.28	\$676.28	\$625.48
13	15	\$473.06	\$676.28	\$676.28	\$676.28	\$625.48
14	15	\$473.06	\$676.28	\$676.28	\$676.28	\$625.48
15	15	\$473.06	\$676.28	\$676.28	\$676.28	\$625.48
16	23	\$725.36	\$1,036.97	\$1,036.97	\$1,036.97	\$959.07
17	23	\$725.36	\$1,036.97	\$1,036.97	\$1,036.97	\$959.07
18	38	\$1,198.43	\$1,713.25	\$1,713.25	\$1,713.25	\$1,584.55
19	36	\$1,135.35	\$1,623.08	\$1,623.08	\$1,623.08	\$1,501.15
20	25	\$788.44	\$1,127.14	\$1,127.14	\$1,127.14	\$1,042.47
21	32	\$1,009.20	\$1,442.74	\$1,442.74	\$1,442.74	\$1,334.36
22	16	\$504.60	\$721.37	\$721.37	\$721.37	\$667.18
23	26	\$819.98	\$1,172.23	\$1,172.23	\$1,172.23	\$1,084.16
24	26	\$819.98	\$1,172.23	\$1,172.23	\$1,172.23	\$1,084.16
25	16	\$504.60	\$721.37	\$721.37	\$721.37	\$667.18
26	16	\$504.60	\$721.37	\$721.37	\$721.37	\$667.18
27	36	\$1,135.35	\$1,623.08	\$1,623.08	\$1,623.08	\$1,501.15
28	32	\$1,009.20	\$1,442.74	\$1,442.74	\$1,442.74	\$1,334.36
29	25	\$788.44	\$1,127.14	\$1,127.14	\$1,127.14	\$1,042.47
30	36	\$1,135.35	\$1,623.08	\$1,623.08	\$1,623.08	\$1,501.15
31	23	\$725.36	\$1,036.97	\$1,036.97	\$1,036.97	\$959.07
32	35	\$1,103.81	\$1,578.00	\$1,578.00	\$1,578.00	\$1,459.45
34	15	\$473.06	\$676.28	\$676.28	\$676.28	\$625.48
35	15	\$473.06	\$676.28	\$676.28	\$676.28	\$625.48

36	19	\$599.21	\$856.63	\$856.63	\$856.63	\$792.27
37	15	\$473.06	\$676.28	\$676.28	\$676.28	\$625.48
38	15	\$473.06	\$676.28	\$676.28	\$676.28	\$625.48
39	15	\$473.06	\$676.28	\$676.28	\$676.28	\$625.48
40	15	\$473.06	\$676.28	\$676.28	\$676.28	\$625.48
41	26	\$819.98	\$1,172.23	\$1,172.23	\$1,172.23	\$1,084.16
42	24	\$756.90	\$1,082.06	\$1,082.06	\$1,082.06	\$1,000.77
43	16	\$504.60	\$721.37	\$721.37	\$721.37	\$667.18
44	25	\$788.44	\$1,127.14	\$1,127.14	\$1,127.14	\$1,042.47
45	24	\$756.90	\$1,082.06	\$1,082.06	\$1,082.06	\$1,000.77
46	24	\$756.90	\$1,082.06	\$1,082.06	\$1,082.06	\$1,000.77
47	24	\$756.90	\$1,082.06	\$1,082.06	\$1,082.06	\$1,000.77
48	77	\$2,428.39	\$3,471.60	\$3,471.60	\$3,471.60	\$3,210.79
50	60	\$1,892.25	\$2,705.14	\$2,705.14	\$2,705.14	\$2,501.92
52	16	\$504.60	\$721.37	\$721.37	\$721.37	\$667.18
53	26	\$819.98	\$1,172.23	\$1,172.23	\$1,172.23	\$1,084.16
54	26	\$819.98	\$1,172.23	\$1,172.23	\$1,172.23	\$1,084.16
55	16	\$504.60	\$721.37	\$721.37	\$721.37	\$667.18
56	24	\$756.90	\$1,082.06	\$1,082.06	\$1,082.06	\$1,000.77
57	24	\$756.90	\$1,082.06	\$1,082.06	\$1,082.06	\$1,000.77
58	24	\$756.90	\$1,082.06	\$1,082.06	\$1,082.06	\$1,000.77
59	16	\$504.60	\$721.37	\$721.37	\$721.37	\$667.18
60	17	\$536.14	\$766.46	\$766.46	\$766.46	\$708.88
61	37	\$1,166.89	\$1,668.17	\$1,668.17	\$1,668.17	\$1,542.85
62	34	\$1,072.28	\$1,532.91	\$1,532.91	\$1,532.91	\$1,417.75
63	25	\$788.44	\$1,127.14	\$1,127.14	\$1,127.14	\$1,042.47
64	37	\$1,166.89	\$1,668.17	\$1,668.17	\$1,668.17	\$1,542.85
65	24	\$756.90	\$1,082.06	\$1,082.06	\$1,082.06	\$1,000.77
66	37	\$1,166.89	\$1,668.17	\$1,668.17	\$1,668.17	\$1,542.85
68	16	\$504.60	\$721.37	\$721.37	\$721.37	\$667.18
69	16	\$504.60	\$721.37	\$721.37	\$721.37	\$667.18
70	19	\$599.21	\$856.63	\$856.63	\$856.63	\$792.27
71	16	\$504.60	\$721.37	\$721.37	\$721.37	\$667.18
72	17	\$536.14	\$766.46	\$766.46	\$766.46	\$708.88
73	16	\$504.60	\$721.37	\$721.37	\$721.37	\$667.18
74	16	\$504.60	\$721.37	\$721.37	\$721.37	\$667.18
75	27	\$851.51	\$1,217.31	\$1,217.31	\$1,217.31	\$1,125.86
76	25	\$788.44	\$1,127.14	\$1,127.14	\$1,127.14	\$1,042.47
77	17	\$536.14	\$766.46	\$766.46	\$766.46	\$708.88
78	25	\$788.44	\$1,127.14	\$1,127.14	\$1,127.14	\$1,042.47

79	25	\$788.44	\$1,127.14	\$1,127.14	\$1,127.14	\$1,042.47
80	25	\$788.44	\$1,127.14	\$1,127.14	\$1,127.14	\$1,042.47
81	25	\$788.44	\$1,127.14	\$1,127.14	\$1,127.14	\$1,042.47
82	25	\$788.44	\$1,127.14	\$1,127.14	\$1,127.14	\$1,042.47
83	25	\$788.44	\$1,127.14	\$1,127.14	\$1,127.14	\$1,042.47
84	81	\$2,554.54	\$3,651.94	\$3,651.94	\$3,651.94	\$3,377.59
86	25	\$788.44	\$1,127.14	\$1,127.14	\$1,127.14	\$1,042.47
87	33	\$1,040.74	\$1,487.83	\$1,487.83	\$1,487.83	\$1,376.05
88	16	\$504.60	\$721.37	\$721.37	\$721.37	\$667.18
89	27	\$851.51	\$1,217.31	\$1,217.31	\$1,217.31	\$1,125.86
90	27	\$851.51	\$1,217.31	\$1,217.31	\$1,217.31	\$1,125.86
91	16	\$504.60	\$721.37	\$721.37	\$721.37	\$667.18
92	25	\$788.44	\$1,127.14	\$1,127.14	\$1,127.14	\$1,042.47
93	25	\$788.44	\$1,127.14	\$1,127.14	\$1,127.14	\$1,042.47
94	25	\$788.44	\$1,127.14	\$1,127.14	\$1,127.14	\$1,042.47
95	25	\$788.44	\$1,127.14	\$1,127.14	\$1,127.14	\$1,042.47
96	25	\$788.44	\$1,127.14	\$1,127.14	\$1,127.14	\$1,042.47
97	16	\$504.60	\$721.37	\$721.37	\$721.37	\$667.18
98	17	\$536.14	\$766.46	\$766.46	\$766.46	\$708.88
99	38	\$1,198.43	\$1,713.25	\$1,713.25	\$1,713.25	\$1,584.55
100	35	\$1,103.81	\$1,578.00	\$1,578.00	\$1,578.00	\$1,459.45
101	26	\$819.98	\$1,172.23	\$1,172.23	\$1,172.23	\$1,084.16
102	38	\$1,198.43	\$1,713.25	\$1,713.25	\$1,713.25	\$1,584.55
103	24	\$756.90	\$1,082.06	\$1,082.06	\$1,082.06	\$1,000.77
104	39	\$1,229.96	\$1,758.34	\$1,758.34	\$1,758.34	\$1,626.25
106	17	\$536.14	\$766.46	\$766.46	\$766.46	\$708.88
107	17	\$536.14	\$766.46	\$766.46	\$766.46	\$708.88
108	20	\$630.75	\$901.71	\$901.71	\$901.71	\$833.97
109	17	\$536.14	\$766.46	\$766.46	\$766.46	\$708.88
110	17	\$536.14	\$766.46	\$766.46	\$766.46	\$708.88
111	17	\$536.14	\$766.46	\$766.46	\$766.46	\$708.88
112	17	\$536.14	\$766.46	\$766.46	\$766.46	\$708.88
113	28	\$883.05	\$1,262.40	\$1,262.40	\$1,262.40	\$1,167.56
114	25	\$788.44	\$1,127.14	\$1,127.14	\$1,127.14	\$1,042.47
115	17	\$536.14	\$766.46	\$766.46	\$766.46	\$708.88
116	26	\$819.98	\$1,172.23	\$1,172.23	\$1,172.23	\$1,084.16
117	52	\$1,639.95	\$2,344.45	\$2,344.45	\$2,344.45	\$2,168.33
119	26	\$819.98	\$1,172.23	\$1,172.23	\$1,172.23	\$1,084.16
120	26	\$819.98	\$1,172.23	\$1,172.23	\$1,172.23	\$1,084.16
121	26	\$819.98	\$1,172.23	\$1,172.23	\$1,172.23	\$1,084.16

122	94	\$2,964.53	\$4,238.05	\$4,238.05	\$4,238.05	\$3,919.67
123	26	\$819.98	\$1,172.23	\$1,172.23	\$1,172.23	\$1,084.16
124	34	\$1,072.28	\$1,532.91	\$1,532.91	\$1,532.91	\$1,417.75
125	46	\$1,450.73	\$2,073.94	\$2,073.94	\$2,073.94	\$1,918.14
127	48	\$1,513.80	\$2,164.11	\$2,164.11	\$2,164.11	\$2,001.53
129	26	\$819.98	\$1,172.23	\$1,172.23	\$1,172.23	\$1,084.16
130	26	\$819.98	\$1,172.23	\$1,172.23	\$1,172.23	\$1,084.16
131	26	\$819.98	\$1,172.23	\$1,172.23	\$1,172.23	\$1,084.16
132	26	\$819.98	\$1,172.23	\$1,172.23	\$1,172.23	\$1,084.16
133	26	\$819.98	\$1,172.23	\$1,172.23	\$1,172.23	\$1,084.16
134	17	\$536.14	\$766.46	\$766.46	\$766.46	\$708.88
135	17	\$536.14	\$766.46	\$766.46	\$766.46	\$708.88
136	40	\$1,261.50	\$1,803.43	\$1,803.43	\$1,803.43	\$1,667.94
137	63	\$1,986.86	\$2,840.40	\$2,840.40	\$2,840.40	\$2,627.01
139	40	\$1,261.50	\$1,803.43	\$1,803.43	\$1,803.43	\$1,667.94
140	48	\$1,513.80	\$2,164.11	\$2,164.11	\$2,164.11	\$2,001.53
141	61	\$1,923.79	\$2,750.23	\$2,750.23	\$2,750.23	\$2,543.62
143	22	\$693.83	\$991.88	\$991.88	\$991.88	\$917.37
144	17	\$536.14	\$766.46	\$766.46	\$766.46	\$708.88
145	17	\$536.14	\$766.46	\$766.46	\$766.46	\$708.88
146	17	\$536.14	\$766.46	\$766.46	\$766.46	\$708.88
147	18	\$567.68	\$811.54	\$811.54	\$811.54	\$750.58
148	30	\$946.13	\$1,352.57	\$1,352.57	\$1,352.57	\$1,250.96
149	26	\$819.98	\$1,172.23	\$1,172.23	\$1,172.23	\$1,084.16
150	18	\$567.68	\$811.54	\$811.54	\$811.54	\$750.58
151	50	\$1,576.88	\$2,254.28	\$2,254.28	\$2,254.28	\$2,084.93
152	48	\$1,513.80	\$2,164.11	\$2,164.11	\$2,164.11	\$2,001.53
153	49	\$1,545.34	\$2,209.20	\$2,209.20	\$2,209.20	\$2,043.23
154	50	\$1,576.88	\$2,254.28	\$2,254.28	\$2,254.28	\$2,084.93
155	51	\$1,608.41	\$2,299.37	\$2,299.37	\$2,299.37	\$2,126.63
156	51	\$1,608.41	\$2,299.37	\$2,299.37	\$2,299.37	\$2,126.63
157	51	\$1,608.41	\$2,299.37	\$2,299.37	\$2,299.37	\$2,126.63
158	18	\$567.68	\$811.54	\$811.54	\$811.54	\$750.58
159	41	\$1,293.04	\$1,848.51	\$1,848.51	\$1,848.51	\$1,709.64
160	41	\$1,293.04	\$1,848.51	\$1,848.51	\$1,848.51	\$1,709.64
161	62	\$1,955.33	\$2,795.31	\$2,795.31	\$2,795.31	\$2,585.31
164	31	\$977.66	\$1,397.66	\$1,397.66	\$1,397.66	\$1,292.66
165	27	\$851.51	\$1,217.31	\$1,217.31	\$1,217.31	\$1,125.86
166	18	\$567.68	\$811.54	\$811.54	\$811.54	\$750.58
167	50	\$1,576.88	\$2,254.28	\$2,254.28	\$2,254.28	\$2,084.93

168	48	\$1,513.80	\$2,164.11	\$2,164.11	\$2,164.11	\$2,001.53
169	51	\$1,608.41	\$2,299.37	\$2,299.37	\$2,299.37	\$2,126.63
170	50	\$1,576.88	\$2,254.28	\$2,254.28	\$2,254.28	\$2,084.93
171	51	\$1,608.41	\$2,299.37	\$2,299.37	\$2,299.37	\$2,126.63
172	51	\$1,608.41	\$2,299.37	\$2,299.37	\$2,299.37	\$2,126.63
173	51	\$1,608.41	\$2,299.37	\$2,299.37	\$2,299.37	\$2,126.63
174	19	\$599.21	\$856.63	\$856.63	\$856.63	\$792.27
175	43	\$1,356.11	\$1,938.68	\$1,938.68	\$1,938.68	\$1,793.04
176	43	\$1,356.11	\$1,938.68	\$1,938.68	\$1,938.68	\$1,793.04
177	63	\$1,986.86	\$2,840.40	\$2,840.40	\$2,840.40	\$2,627.01
180	33	\$1,040.74	\$1,487.83	\$1,487.83	\$1,487.83	\$1,376.05
181	28	\$883.05	\$1,262.40	\$1,262.40	\$1,262.40	\$1,167.56
182	20	\$630.75	\$901.71	\$901.71	\$901.71	\$833.97
183	52	\$1,639.95	\$2,344.45	\$2,344.45	\$2,344.45	\$2,168.33
184	50	\$1,576.88	\$2,254.28	\$2,254.28	\$2,254.28	\$2,084.93
185	52	\$1,639.95	\$2,344.45	\$2,344.45	\$2,344.45	\$2,168.33
186	51	\$1,608.41	\$2,299.37	\$2,299.37	\$2,299.37	\$2,126.63
187	52	\$1,639.95	\$2,344.45	\$2,344.45	\$2,344.45	\$2,168.33
188	53	\$1,671.49	\$2,389.54	\$2,389.54	\$2,389.54	\$2,210.03
189	53	\$1,671.49	\$2,389.54	\$2,389.54	\$2,389.54	\$2,210.03
190	58	\$1,829.18	\$2,614.97	\$2,614.97	\$2,614.97	\$2,418.52
191	83	\$2,617.61	\$3,742.11	\$3,742.11	\$3,742.11	\$3,460.99
192	96	\$3,027.60	\$4,328.22	\$4,328.22	\$4,328.22	\$4,003.07
194	53	\$1,671.49	\$2,389.54	\$2,389.54	\$2,389.54	\$2,210.03
195	55	\$1,734.56	\$2,479.71	\$2,479.71	\$2,479.71	\$2,293.42
196	54	\$1,703.03	\$2,434.63	\$2,434.63	\$2,434.63	\$2,251.73
197	55	\$1,734.56	\$2,479.71	\$2,479.71	\$2,479.71	\$2,293.42
198	55	\$1,734.56	\$2,479.71	\$2,479.71	\$2,479.71	\$2,293.42
199	55	\$1,734.56	\$2,479.71	\$2,479.71	\$2,479.71	\$2,293.42
200	58	\$1,829.18	\$2,614.97	\$2,614.97	\$2,614.97	\$2,418.52
201	59	\$1,860.71	\$2,660.05	\$2,660.05	\$2,660.05	\$2,460.22
202	60	\$1,892.25	\$2,705.14	\$2,705.14	\$2,705.14	\$2,501.92
203	59	\$1,860.71	\$2,660.05	\$2,660.05	\$2,660.05	\$2,460.22
204	55	\$1,734.56	\$2,479.71	\$2,479.71	\$2,479.71	\$2,293.42
205	57	\$1,797.64	\$2,569.88	\$2,569.88	\$2,569.88	\$2,376.82
206	56	\$1,766.10	\$2,524.80	\$2,524.80	\$2,524.80	\$2,335.12
207	59	\$1,860.71	\$2,660.05	\$2,660.05	\$2,660.05	\$2,460.22
208	57	\$1,797.64	\$2,569.88	\$2,569.88	\$2,569.88	\$2,376.82
209	57	\$1,797.64	\$2,569.88	\$2,569.88	\$2,569.88	\$2,376.82
210	60	\$1,892.25	\$2,705.14	\$2,705.14	\$2,705.14	\$2,501.92

211	61	\$1,923.79	\$2,750.23	\$2,750.23	\$2,750.23	\$2,543.62
212	61	\$1,923.79	\$2,750.23	\$2,750.23	\$2,750.23	\$2,543.62
213	61	\$1,923.79	\$2,750.23	\$2,750.23	\$2,750.23	\$2,543.62
214	73	\$2,302.24	\$3,291.25	\$3,291.25	\$3,291.25	\$3,044.00
215	98	\$3,090.68	\$4,418.39	\$4,418.39	\$4,418.39	\$4,086.46
217	83	\$2,617.61	\$3,742.11	\$3,742.11	\$3,742.11	\$3,460.99
218	65	\$2,049.94	\$2,930.57	\$2,930.57	\$2,930.57	\$2,710.41
219	59	\$1,860.71	\$2,660.05	\$2,660.05	\$2,660.05	\$2,460.22
220	63	\$1,986.86	\$2,840.40	\$2,840.40	\$2,840.40	\$2,627.01
221	89	\$2,806.84	\$4,012.62	\$4,012.62	\$4,012.62	\$3,711.18
222	104	\$3,279.90	\$4,688.91	\$4,688.91	\$4,688.91	\$4,336.66
224	76	\$2,396.85	\$3,426.51	\$3,426.51	\$3,426.51	\$3,169.10
225	102	\$3,216.83	\$4,598.74	\$4,598.74	\$4,598.74	\$4,253.26
226	62	\$1,955.33	\$2,795.31	\$2,795.31	\$2,795.31	\$2,585.31
227	67	\$2,113.01	\$3,020.74	\$3,020.74	\$3,020.74	\$2,793.81
228	92	\$2,901.45	\$4,147.88	\$4,147.88	\$4,147.88	\$3,836.27
229	109	\$3,437.59	\$4,914.34	\$4,914.34	\$4,914.34	\$4,545.15
231	154	\$4,856.78	\$6,943.19	\$6,943.19	\$6,943.19	\$6,421.59
231	108	\$3,406.05	\$4,869.25	\$4,869.25	\$4,869.25	\$4,503.45
233	66	\$2,081.48	\$2,975.65	\$2,975.65	\$2,975.65	\$2,752.11
234	69	\$2,176.09	\$3,110.91	\$3,110.91	\$3,110.91	\$2,877.20
235	96	\$3,027.60	\$4,328.22	\$4,328.22	\$4,328.22	\$4,003.07
236	113	\$3,563.74	\$5,094.68	\$5,094.68	\$5,094.68	\$4,711.94
238	69	\$2,176.09	\$3,110.91	\$3,110.91	\$3,110.91	\$2,877.20
239	73	\$2,302.24	\$3,291.25	\$3,291.25	\$3,291.25	\$3,044.00
240	99	\$3,122.21	\$4,463.48	\$4,463.48	\$4,463.48	\$4,128.16
241	116	\$3,658.35	\$5,229.94	\$5,229.94	\$5,229.94	\$4,837.04
243	71	\$2,239.16	\$3,201.08	\$3,201.08	\$3,201.08	\$2,960.60
244	124	\$3,910.65	\$5,590.62	\$5,590.62	\$5,590.62	\$5,170.63
245	121	\$3,816.04	\$5,455.36	\$5,455.36	\$5,455.36	\$5,045.53
246	130	\$4,099.88	\$5,861.14	\$5,861.14	\$5,861.14	\$5,420.82
247	127	\$4,005.26	\$5,725.88	\$5,725.88	\$5,725.88	\$5,295.72
248	49	\$2,323.22	\$2,946.73	\$2,946.73	\$2,946.73	\$2,790.85
249	15	\$711.19	\$902.06	\$902.06	\$902.06	\$854.34
250	28	\$1,327.55	\$1,683.84	\$1,683.84	\$1,683.84	\$1,594.77
251	28	\$1,327.55	\$1,683.84	\$1,683.84	\$1,683.84	\$1,594.77
252	54	\$2,560.28	\$3,247.41	\$3,247.41	\$3,247.41	\$3,075.63
253	86	\$2,712.23	\$3,877.37	\$3,877.37	\$3,877.37	\$3,586.08
254	68	\$2,144.55	\$3,065.82	\$3,065.82	\$3,065.82	\$2,835.51
256	149	\$4,699.09	\$6,717.76	\$6,717.76	\$6,717.76	\$6,213.09

257	158	\$4,982.93	\$7,123.53	\$7,123.53	\$7,123.53	\$6,588.38
260	90	\$2,838.38	\$4,057.71	\$4,057.71	\$4,057.71	\$3,752.88
	10000	\$318,137.37	\$453,475.54	\$453,475.54	\$453,475.54	\$419,641.00

Combined Levies (Option 2 - Without By-law Amendment)

Current levies	\$1,272,549.49
Proposed levies	\$1,930,564.00

Annual increase	51.71%
Increase for remaining 3 quarters	68.94%

Lot	UE	Q1	Q2	Q3	Q4	Pre-issue
1	16	\$504.60	\$855.77	\$855.77	\$855.77	\$767.98
2	36	\$1,135.35	\$1,925.48	\$1,925.48	\$1,925.48	\$1,727.95
3	32	\$1,009.20	\$1,711.54	\$1,711.54	\$1,711.54	\$1,535.96
4	25	\$788.44	\$1,337.14	\$1,337.14	\$1,337.14	\$1,199.97
5	37	\$1,166.89	\$1,978.97	\$1,978.97	\$1,978.97	\$1,775.95
6	23	\$725.36	\$1,230.17	\$1,230.17	\$1,230.17	\$1,103.97
7	32	\$1,009.20	\$1,711.54	\$1,711.54	\$1,711.54	\$1,535.96
9	15	\$473.06	\$802.28	\$802.28	\$802.28	\$719.98
10	15	\$473.06	\$802.28	\$802.28	\$802.28	\$719.98
11	19	\$599.21	\$1,016.23	\$1,016.23	\$1,016.23	\$911.97
12	15	\$473.06	\$802.28	\$802.28	\$802.28	\$719.98
13	15	\$473.06	\$802.28	\$802.28	\$802.28	\$719.98
14	15	\$473.06	\$802.28	\$802.28	\$802.28	\$719.98
15	15	\$473.06	\$802.28	\$802.28	\$802.28	\$719.98
16	23	\$725.36	\$1,230.17	\$1,230.17	\$1,230.17	\$1,103.97
17	23	\$725.36	\$1,230.17	\$1,230.17	\$1,230.17	\$1,103.97
18	38	\$1,198.43	\$2,032.45	\$2,032.45	\$2,032.45	\$1,823.95
19	36	\$1,135.35	\$1,925.48	\$1,925.48	\$1,925.48	\$1,727.95
20	25	\$788.44	\$1,337.14	\$1,337.14	\$1,337.14	\$1,199.97
21	32	\$1,009.20	\$1,711.54	\$1,711.54	\$1,711.54	\$1,535.96
22	16	\$504.60	\$855.77	\$855.77	\$855.77	\$767.98
23	26	\$819.98	\$1,390.63	\$1,390.63	\$1,390.63	\$1,247.96
24	26	\$819.98	\$1,390.63	\$1,390.63	\$1,390.63	\$1,247.96
25	16	\$504.60	\$855.77	\$855.77	\$855.77	\$767.98
26	16	\$504.60	\$855.77	\$855.77	\$855.77	\$767.98
27	36	\$1,135.35	\$1,925.48	\$1,925.48	\$1,925.48	\$1,727.95
28	32	\$1,009.20	\$1,711.54	\$1,711.54	\$1,711.54	\$1,535.96
29	25	\$788.44	\$1,337.14	\$1,337.14	\$1,337.14	\$1,199.97
30	36	\$1,135.35	\$1,925.48	\$1,925.48	\$1,925.48	\$1,727.95
31	23	\$725.36	\$1,230.17	\$1,230.17	\$1,230.17	\$1,103.97
32	35	\$1,103.81	\$1,872.00	\$1,872.00	\$1,872.00	\$1,679.95
34	15	\$473.06	\$802.28	\$802.28	\$802.28	\$719.98
35	15	\$473.06	\$802.28	\$802.28	\$802.28	\$719.98

36	19	\$599.21	\$1,016.23	\$1,016.23	\$1,016.23	\$911.97
37	15	\$473.06	\$802.28	\$802.28	\$802.28	\$719.98
38	15	\$473.06	\$802.28	\$802.28	\$802.28	\$719.98
39	15	\$473.06	\$802.28	\$802.28	\$802.28	\$719.98
40	15	\$473.06	\$802.28	\$802.28	\$802.28	\$719.98
41	26	\$819.98	\$1,390.63	\$1,390.63	\$1,390.63	\$1,247.96
42	24	\$756.90	\$1,283.66	\$1,283.66	\$1,283.66	\$1,151.97
43	16	\$504.60	\$855.77	\$855.77	\$855.77	\$767.98
44	25	\$788.44	\$1,337.14	\$1,337.14	\$1,337.14	\$1,199.97
45	24	\$756.90	\$1,283.66	\$1,283.66	\$1,283.66	\$1,151.97
46	24	\$756.90	\$1,283.66	\$1,283.66	\$1,283.66	\$1,151.97
47	24	\$756.90	\$1,283.66	\$1,283.66	\$1,283.66	\$1,151.97
48	77	\$2,428.39	\$4,118.40	\$4,118.40	\$4,118.40	\$3,695.89
50	60	\$1,892.25	\$3,209.14	\$3,209.14	\$3,209.14	\$2,879.92
52	16	\$504.60	\$855.77	\$855.77	\$855.77	\$767.98
53	26	\$819.98	\$1,390.63	\$1,390.63	\$1,390.63	\$1,247.96
54	26	\$819.98	\$1,390.63	\$1,390.63	\$1,390.63	\$1,247.96
55	16	\$504.60	\$855.77	\$855.77	\$855.77	\$767.98
56	24	\$756.90	\$1,283.66	\$1,283.66	\$1,283.66	\$1,151.97
57	24	\$756.90	\$1,283.66	\$1,283.66	\$1,283.66	\$1,151.97
58	24	\$756.90	\$1,283.66	\$1,283.66	\$1,283.66	\$1,151.97
59	16	\$504.60	\$855.77	\$855.77	\$855.77	\$767.98
60	17	\$536.14	\$909.26	\$909.26	\$909.26	\$815.98
61	37	\$1,166.89	\$1,978.97	\$1,978.97	\$1,978.97	\$1,775.95
62	34	\$1,072.28	\$1,818.51	\$1,818.51	\$1,818.51	\$1,631.95
63	25	\$788.44	\$1,337.14	\$1,337.14	\$1,337.14	\$1,199.97
64	37	\$1,166.89	\$1,978.97	\$1,978.97	\$1,978.97	\$1,775.95
65	24	\$756.90	\$1,283.66	\$1,283.66	\$1,283.66	\$1,151.97
66	37	\$1,166.89	\$1,978.97	\$1,978.97	\$1,978.97	\$1,775.95
68	16	\$504.60	\$855.77	\$855.77	\$855.77	\$767.98
69	16	\$504.60	\$855.77	\$855.77	\$855.77	\$767.98
70	19	\$599.21	\$1,016.23	\$1,016.23	\$1,016.23	\$911.97
71	16	\$504.60	\$855.77	\$855.77	\$855.77	\$767.98
72	17	\$536.14	\$909.26	\$909.26	\$909.26	\$815.98
73	16	\$504.60	\$855.77	\$855.77	\$855.77	\$767.98
74	16	\$504.60	\$855.77	\$855.77	\$855.77	\$767.98
75	27	\$851.51	\$1,444.11	\$1,444.11	\$1,444.11	\$1,295.96
76	25	\$788.44	\$1,337.14	\$1,337.14	\$1,337.14	\$1,199.97
77	17	\$536.14	\$909.26	\$909.26	\$909.26	\$815.98
78	25	\$788.44	\$1,337.14	\$1,337.14	\$1,337.14	\$1,199.97

79	25	\$788.44	\$1,337.14	\$1,337.14	\$1,337.14	\$1,199.97
80	25	\$788.44	\$1,337.14	\$1,337.14	\$1,337.14	\$1,199.97
81	25	\$788.44	\$1,337.14	\$1,337.14	\$1,337.14	\$1,199.97
82	25	\$788.44	\$1,337.14	\$1,337.14	\$1,337.14	\$1,199.97
83	25	\$788.44	\$1,337.14	\$1,337.14	\$1,337.14	\$1,199.97
84	81	\$2,554.54	\$4,332.34	\$4,332.34	\$4,332.34	\$3,887.89
86	25	\$788.44	\$1,337.14	\$1,337.14	\$1,337.14	\$1,199.97
87	33	\$1,040.74	\$1,765.03	\$1,765.03	\$1,765.03	\$1,583.95
88	16	\$504.60	\$855.77	\$855.77	\$855.77	\$767.98
89	27	\$851.51	\$1,444.11	\$1,444.11	\$1,444.11	\$1,295.96
90	27	\$851.51	\$1,444.11	\$1,444.11	\$1,444.11	\$1,295.96
91	16	\$504.60	\$855.77	\$855.77	\$855.77	\$767.98
92	25	\$788.44	\$1,337.14	\$1,337.14	\$1,337.14	\$1,199.97
93	25	\$788.44	\$1,337.14	\$1,337.14	\$1,337.14	\$1,199.97
94	25	\$788.44	\$1,337.14	\$1,337.14	\$1,337.14	\$1,199.97
95	25	\$788.44	\$1,337.14	\$1,337.14	\$1,337.14	\$1,199.97
96	25	\$788.44	\$1,337.14	\$1,337.14	\$1,337.14	\$1,199.97
97	16	\$504.60	\$855.77	\$855.77	\$855.77	\$767.98
98	17	\$536.14	\$909.26	\$909.26	\$909.26	\$815.98
99	38	\$1,198.43	\$2,032.45	\$2,032.45	\$2,032.45	\$1,823.95
100	35	\$1,103.81	\$1,872.00	\$1,872.00	\$1,872.00	\$1,679.95
101	26	\$819.98	\$1,390.63	\$1,390.63	\$1,390.63	\$1,247.96
102	38	\$1,198.43	\$2,032.45	\$2,032.45	\$2,032.45	\$1,823.95
103	24	\$756.90	\$1,283.66	\$1,283.66	\$1,283.66	\$1,151.97
104	39	\$1,229.96	\$2,085.94	\$2,085.94	\$2,085.94	\$1,871.95
106	17	\$536.14	\$909.26	\$909.26	\$909.26	\$815.98
107	17	\$536.14	\$909.26	\$909.26	\$909.26	\$815.98
108	20	\$630.75	\$1,069.71	\$1,069.71	\$1,069.71	\$959.97
109	17	\$536.14	\$909.26	\$909.26	\$909.26	\$815.98
110	17	\$536.14	\$909.26	\$909.26	\$909.26	\$815.98
111	17	\$536.14	\$909.26	\$909.26	\$909.26	\$815.98
112	17	\$536.14	\$909.26	\$909.26	\$909.26	\$815.98
113	28	\$883.05	\$1,497.60	\$1,497.60	\$1,497.60	\$1,343.96
114	25	\$788.44	\$1,337.14	\$1,337.14	\$1,337.14	\$1,199.97
115	17	\$536.14	\$909.26	\$909.26	\$909.26	\$815.98
116	26	\$819.98	\$1,390.63	\$1,390.63	\$1,390.63	\$1,247.96
117	52	\$1,639.95	\$2,781.25	\$2,781.25	\$2,781.25	\$2,495.93
119	26	\$819.98	\$1,390.63	\$1,390.63	\$1,390.63	\$1,247.96
120	26	\$819.98	\$1,390.63	\$1,390.63	\$1,390.63	\$1,247.96
121	26	\$819.98	\$1,390.63	\$1,390.63	\$1,390.63	\$1,247.96

122	94	\$2,964.53	\$5,027.65	\$5,027.65	\$5,027.65	\$4,511.87
123	26	\$819.98	\$1,390.63	\$1,390.63	\$1,390.63	\$1,247.96
124	34	\$1,072.28	\$1,818.51	\$1,818.51	\$1,818.51	\$1,631.95
125	46	\$1,450.73	\$2,460.34	\$2,460.34	\$2,460.34	\$2,207.94
127	48	\$1,513.80	\$2,567.31	\$2,567.31	\$2,567.31	\$2,303.93
129	26	\$819.98	\$1,390.63	\$1,390.63	\$1,390.63	\$1,247.96
130	26	\$819.98	\$1,390.63	\$1,390.63	\$1,390.63	\$1,247.96
131	26	\$819.98	\$1,390.63	\$1,390.63	\$1,390.63	\$1,247.96
132	26	\$819.98	\$1,390.63	\$1,390.63	\$1,390.63	\$1,247.96
133	26	\$819.98	\$1,390.63	\$1,390.63	\$1,390.63	\$1,247.96
134	17	\$536.14	\$909.26	\$909.26	\$909.26	\$815.98
135	17	\$536.14	\$909.26	\$909.26	\$909.26	\$815.98
136	40	\$1,261.50	\$2,139.43	\$2,139.43	\$2,139.43	\$1,919.94
137	63	\$1,986.86	\$3,369.60	\$3,369.60	\$3,369.60	\$3,023.91
139	40	\$1,261.50	\$2,139.43	\$2,139.43	\$2,139.43	\$1,919.94
140	48	\$1,513.80	\$2,567.31	\$2,567.31	\$2,567.31	\$2,303.93
141	61	\$1,923.79	\$3,262.63	\$3,262.63	\$3,262.63	\$2,927.92
143	22	\$693.83	\$1,176.68	\$1,176.68	\$1,176.68	\$1,055.97
144	17	\$536.14	\$909.26	\$909.26	\$909.26	\$815.98
145	17	\$536.14	\$909.26	\$909.26	\$909.26	\$815.98
146	17	\$536.14	\$909.26	\$909.26	\$909.26	\$815.98
147	18	\$567.68	\$962.74	\$962.74	\$962.74	\$863.98
148	30	\$946.13	\$1,604.57	\$1,604.57	\$1,604.57	\$1,439.96
149	26	\$819.98	\$1,390.63	\$1,390.63	\$1,390.63	\$1,247.96
150	18	\$567.68	\$962.74	\$962.74	\$962.74	\$863.98
151	50	\$1,576.88	\$2,674.28	\$2,674.28	\$2,674.28	\$2,399.93
152	48	\$1,513.80	\$2,567.31	\$2,567.31	\$2,567.31	\$2,303.93
153	49	\$1,545.34	\$2,620.80	\$2,620.80	\$2,620.80	\$2,351.93
154	50	\$1,576.88	\$2,674.28	\$2,674.28	\$2,674.28	\$2,399.93
155	51	\$1,608.41	\$2,727.77	\$2,727.77	\$2,727.77	\$2,447.93
156	51	\$1,608.41	\$2,727.77	\$2,727.77	\$2,727.77	\$2,447.93
157	51	\$1,608.41	\$2,727.77	\$2,727.77	\$2,727.77	\$2,447.93
158	18	\$567.68	\$962.74	\$962.74	\$962.74	\$863.98
159	41	\$1,293.04	\$2,192.91	\$2,192.91	\$2,192.91	\$1,967.94
160	41	\$1,293.04	\$2,192.91	\$2,192.91	\$2,192.91	\$1,967.94
161	62	\$1,955.33	\$3,316.11	\$3,316.11	\$3,316.11	\$2,975.91
164	31	\$977.66	\$1,658.06	\$1,658.06	\$1,658.06	\$1,487.96
165	27	\$851.51	\$1,444.11	\$1,444.11	\$1,444.11	\$1,295.96
166	18	\$567.68	\$962.74	\$962.74	\$962.74	\$863.98
167	50	\$1,576.88	\$2,674.28	\$2,674.28	\$2,674.28	\$2,399.93

168	48	\$1,513.80	\$2,567.31	\$2,567.31	\$2,567.31	\$2,303.93
169	51	\$1,608.41	\$2,727.77	\$2,727.77	\$2,727.77	\$2,447.93
170	50	\$1,576.88	\$2,674.28	\$2,674.28	\$2,674.28	\$2,399.93
171	51	\$1,608.41	\$2,727.77	\$2,727.77	\$2,727.77	\$2,447.93
172	51	\$1,608.41	\$2,727.77	\$2,727.77	\$2,727.77	\$2,447.93
173	51	\$1,608.41	\$2,727.77	\$2,727.77	\$2,727.77	\$2,447.93
174	19	\$599.21	\$1,016.23	\$1,016.23	\$1,016.23	\$911.97
175	43	\$1,356.11	\$2,299.88	\$2,299.88	\$2,299.88	\$2,063.94
176	43	\$1,356.11	\$2,299.88	\$2,299.88	\$2,299.88	\$2,063.94
177	63	\$1,986.86	\$3,369.60	\$3,369.60	\$3,369.60	\$3,023.91
180	33	\$1,040.74	\$1,765.03	\$1,765.03	\$1,765.03	\$1,583.95
181	28	\$883.05	\$1,497.60	\$1,497.60	\$1,497.60	\$1,343.96
182	20	\$630.75	\$1,069.71	\$1,069.71	\$1,069.71	\$959.97
183	52	\$1,639.95	\$2,781.25	\$2,781.25	\$2,781.25	\$2,495.93
184	50	\$1,576.88	\$2,674.28	\$2,674.28	\$2,674.28	\$2,399.93
185	52	\$1,639.95	\$2,781.25	\$2,781.25	\$2,781.25	\$2,495.93
186	51	\$1,608.41	\$2,727.77	\$2,727.77	\$2,727.77	\$2,447.93
187	52	\$1,639.95	\$2,781.25	\$2,781.25	\$2,781.25	\$2,495.93
188	53	\$1,671.49	\$2,834.74	\$2,834.74	\$2,834.74	\$2,543.93
189	53	\$1,671.49	\$2,834.74	\$2,834.74	\$2,834.74	\$2,543.93
190	58	\$1,829.18	\$3,102.17	\$3,102.17	\$3,102.17	\$2,783.92
191	83	\$2,617.61	\$4,439.31	\$4,439.31	\$4,439.31	\$3,983.89
192	96	\$3,027.60	\$5,134.62	\$5,134.62	\$5,134.62	\$4,607.87
194	53	\$1,671.49	\$2,834.74	\$2,834.74	\$2,834.74	\$2,543.93
195	55	\$1,734.56	\$2,941.71	\$2,941.71	\$2,941.71	\$2,639.92
196	54	\$1,703.03	\$2,888.23	\$2,888.23	\$2,888.23	\$2,591.93
197	55	\$1,734.56	\$2,941.71	\$2,941.71	\$2,941.71	\$2,639.92
198	55	\$1,734.56	\$2,941.71	\$2,941.71	\$2,941.71	\$2,639.92
199	55	\$1,734.56	\$2,941.71	\$2,941.71	\$2,941.71	\$2,639.92
200	58	\$1,829.18	\$3,102.17	\$3,102.17	\$3,102.17	\$2,783.92
201	59	\$1,860.71	\$3,155.65	\$3,155.65	\$3,155.65	\$2,831.92
202	60	\$1,892.25	\$3,209.14	\$3,209.14	\$3,209.14	\$2,879.92
203	59	\$1,860.71	\$3,155.65	\$3,155.65	\$3,155.65	\$2,831.92
204	55	\$1,734.56	\$2,941.71	\$2,941.71	\$2,941.71	\$2,639.92
205	57	\$1,797.64	\$3,048.68	\$3,048.68	\$3,048.68	\$2,735.92
206	56	\$1,766.10	\$2,995.20	\$2,995.20	\$2,995.20	\$2,687.92
207	59	\$1,860.71	\$3,155.65	\$3,155.65	\$3,155.65	\$2,831.92
208	57	\$1,797.64	\$3,048.68	\$3,048.68	\$3,048.68	\$2,735.92
209	57	\$1,797.64	\$3,048.68	\$3,048.68	\$3,048.68	\$2,735.92
210	60	\$1,892.25	\$3,209.14	\$3,209.14	\$3,209.14	\$2,879.92

211	61	\$1,923.79	\$3,262.63	\$3,262.63	\$3,262.63	\$2,927.92
212	61	\$1,923.79	\$3,262.63	\$3,262.63	\$3,262.63	\$2,927.92
213	61	\$1,923.79	\$3,262.63	\$3,262.63	\$3,262.63	\$2,927.92
214	73	\$2,302.24	\$3,904.45	\$3,904.45	\$3,904.45	\$3,503.90
215	98	\$3,090.68	\$5,241.59	\$5,241.59	\$5,241.59	\$4,703.86
217	83	\$2,617.61	\$4,439.31	\$4,439.31	\$4,439.31	\$3,983.89
218	65	\$2,049.94	\$3,476.57	\$3,476.57	\$3,476.57	\$3,119.91
219	59	\$1,860.71	\$3,155.65	\$3,155.65	\$3,155.65	\$2,831.92
220	63	\$1,986.86	\$3,369.60	\$3,369.60	\$3,369.60	\$3,023.91
221	89	\$2,806.84	\$4,760.22	\$4,760.22	\$4,760.22	\$4,271.88
222	104	\$3,279.90	\$5,562.51	\$5,562.51	\$5,562.51	\$4,991.86
224	76	\$2,396.85	\$4,064.91	\$4,064.91	\$4,064.91	\$3,647.90
225	102	\$3,216.83	\$5,455.54	\$5,455.54	\$5,455.54	\$4,895.86
226	62	\$1,955.33	\$3,316.11	\$3,316.11	\$3,316.11	\$2,975.91
227	67	\$2,113.01	\$3,583.54	\$3,583.54	\$3,583.54	\$3,215.91
228	92	\$2,901.45	\$4,920.68	\$4,920.68	\$4,920.68	\$4,415.87
229	109	\$3,437.59	\$5,829.94	\$5,829.94	\$5,829.94	\$5,231.85
231	154	\$4,856.78	\$8,236.79	\$8,236.79	\$8,236.79	\$7,391.79
231	108	\$3,406.05	\$5,776.45	\$5,776.45	\$5,776.45	\$5,183.85
233	66	\$2,081.48	\$3,530.05	\$3,530.05	\$3,530.05	\$3,167.91
234	69	\$2,176.09	\$3,690.51	\$3,690.51	\$3,690.51	\$3,311.90
235	96	\$3,027.60	\$5,134.62	\$5,134.62	\$5,134.62	\$4,607.87
236	113	\$3,563.74	\$6,043.88	\$6,043.88	\$6,043.88	\$5,423.84
238	69	\$2,176.09	\$3,690.51	\$3,690.51	\$3,690.51	\$3,311.90
239	73	\$2,302.24	\$3,904.45	\$3,904.45	\$3,904.45	\$3,503.90
240	99	\$3,122.21	\$5,295.08	\$5,295.08	\$5,295.08	\$4,751.86
241	116	\$3,658.35	\$6,204.34	\$6,204.34	\$6,204.34	\$5,567.84
243	71	\$2,239.16	\$3,797.48	\$3,797.48	\$3,797.48	\$3,407.90
244	124	\$3,910.65	\$6,632.22	\$6,632.22	\$6,632.22	\$5,951.83
245	121	\$3,816.04	\$6,471.76	\$6,471.76	\$6,471.76	\$5,807.83
246	130	\$4,099.88	\$6,953.14	\$6,953.14	\$6,953.14	\$6,239.82
247	127	\$4,005.26	\$6,792.68	\$6,792.68	\$6,792.68	\$6,095.82
248	49	\$2,323.22	\$3,358.33	\$3,358.33	\$3,358.33	\$3,099.55
249	15	\$711.19	\$1,028.06	\$1,028.06	\$1,028.06	\$948.84
250	28	\$1,327.55	\$1,919.04	\$1,919.04	\$1,919.04	\$1,771.17
251	28	\$1,327.55	\$1,919.04	\$1,919.04	\$1,919.04	\$1,771.17
252	54	\$2,560.28	\$3,701.01	\$3,701.01	\$3,701.01	\$3,415.83
253	86	\$2,712.23	\$4,599.77	\$4,599.77	\$4,599.77	\$4,127.88
254	68	\$2,144.55	\$3,637.02	\$3,637.02	\$3,637.02	\$3,263.91
256	149	\$4,699.09	\$7,969.36	\$7,969.36	\$7,969.36	\$7,151.79

257	158	\$4,982.93	\$8,450.73	\$8,450.73	\$8,450.73	\$7,583.78
260	90	\$2,838.38	\$4,813.71	\$4,813.71	\$4,813.71	\$4,319.88
	10000	\$318,137.37	\$537,475.54	\$537,475.54	\$537,475.54	\$482,641.00

The Grove | Residential Budget

Administrative Fund			
	Proposed Budget	Previous Year Actuals	Previous Year Budget
Revenue			
343000 Levies Due--Admin - Residential	\$552,108.00	\$448,999.11	\$449,000.00
142500 Interest on Arrears--Admin	\$0.00	\$197.50	\$0.00
Total revenue	\$552,108.00	\$449,196.61	\$449,000.00
Less expenses			
354151 Admin--GST Expense (Write Off) - Residential	\$0.00	-\$0.10	\$0.00
361000 Concierge (Residential)	\$183,570.00	\$185,613.75	\$175,000.00
363000 Maint Bldg--Cleaning (Residential)	\$215,378.00	\$219,125.14	\$200,000.00
363005 Anchor Point Certification & Window Cleaning (Residential)	\$40,650.00	\$0.00	\$35,000.00
364100 - Carpet Cleaning (Residential)	\$16,000.00	\$0.00	\$0.00
364200 - Furniture Upholstory Clean (Residential)	\$5,000.00	\$0.00	\$0.00
364300 - Gym Equipment & Servicing - (Residential)	\$25,760.00	\$0.00	\$0.00
367200 Maint Bldg--General Repairs (Residential)	\$5,000.00	\$4,487.82	\$10,000.00
370200 Maint Bldg--Lift (Residential)	\$39,500.00	\$1,732.50	\$9,000.00
372390 Maintenance Contract - Pool (Residential)	\$21,250.00	\$20,470.15	\$20,000.00
Total expenses	\$552,108.00	\$431,429.26	\$449,000.00
Surplus/Deficit	\$0.00	\$17,767.35	\$0.00
Opening balance	\$17,767.35	\$0.00	\$0.00
Closing balance	\$17,767.35	\$17,767.35	\$0.00
Total units of Entitlements	9826	9826	9826
Budgeted standard levy revenue	\$552,108.00	\$448,999.11	\$449,000.00
Add GST	\$55,210.80	\$44,899.91	\$44,900.00
Amount to raise in levies including GST	\$607,318.80	\$493,899.02	\$493,900.00

The Grove | Commercial Budget

Administrative Fund			
	Proposed Budget	Previous Year Actuals	Previous Year Budget
Revenue			
543000 Levies Due--Admin - Commercial	\$20,396.00	\$18,999.96	\$19,000.00
142500 Interest on Arrears--Admin	\$0.00	\$0.00	\$0.00
Total revenue	\$20,396.00	\$18,999.96	\$19,000.00
Less expenses			
554151 Admin--GST Expense (Write Off) - Commercial	\$0.00	\$0.47	\$0.00
563000 Maint Bldg--Cleaning (Commercial)	\$11,963.00	\$12,098.86	\$15,000.00
563100 Maint Bldg--Window Cleaning (Commercial)	\$1,850.00	\$0.00	\$0.00
567200 Maint Bldg--General Repairs (Commercial)	\$2,000.00	\$0.00	\$2,625.00
570200 Maint Blgh--Lift (Commercial)	\$4,583.00	\$0.00	\$1,375.00
Total expenses	\$20,396.00	\$12,099.33	\$19,000.00
Surplus/Deficit	\$0.00	\$6,900.63	\$0.00
Opening balance	\$6,900.63	\$0.00	\$0.00
Closing balance	\$6,900.63	\$6,900.63	\$0.00
Total units of Entitlements	174	174	174

Budgeted standard levy revenue	\$20,396.00	\$18,999.96	\$19,000.00
Add GST	\$2,039.60	\$1,900.00	\$1,900.00
Amount to raise in levies including GST	\$22,435.60	\$20,899.96	\$20,900.00



Level 4, 55 St Georges Terrace
Perth WA 6000

PO BOX 5721, Perth 6831

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0006126154
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	06/05/2025 to 06/08/2025 at 4:00pm
The Insured	THE OWNERS OF 1 AIRLIE STREET, CLAREMONT SP 82199
Situation	1 AIRLIE STREET CLAREMONT WA 6010
Additional description	1 AND 3 AIRLIE STREET, CLAREMONT 6010

Policies Selected

Policy 1 – Insured Property

Building: \$200,000,000

Common Area Contents: \$2,000,000

Loss of Rent & Temporary Accommodation (total payable): \$30,000,000

Policy 2 – Liability to Others

Sum Insured: \$30,000,000

Policy 3 – Voluntary Workers

Death: \$200,000

Total Disablement: \$2,000 per week

Policy 4 – Fidelity Guarantee

Sum Insured: \$250,000

Policy 5 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

Policy 6 – Machinery Breakdown

Sum Insured: \$100,000

Policy 7 – Catastrophe Insurance

Not Selected

Policy 8 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000

Appeal expenses – common property health & safety breaches: \$100,000

Legal Defence Expenses: \$50,000



Policy 9 – Lot owners’ fixtures and improvements (per lot)

Sum Insured: \$250,000

Flood Cover is included.

Principal's Indemnity

CHU advises that, in line with our underwriting guidelines and your disclosed information and / or your request, the above policy has been amended. This endorsement should be read in conjunction with, and as forming part of, your existing policy wording.

Policy 2 – Liability to Others is amended to indemnify the Principal/s named in the Schedule for claims for bodily injury or damage to property, arising solely as a consequence of the Principal’s activity at the Insured Property, and for the duration of that activity, at the Situation shown in the Schedule.

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered.

Date Printed

10/04/2025

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

STRUCTURAL ALTERATION APPLICATION

Application pursuant to section 87 of the Strata Titles Act, 1985 (Act).

Strata Company and Lot Details			
Name	The Owners of The Grove Strata Plan No. 82199 ABN 50 882238377		
Address	1 Airie Street, Claremont WA 6010		
Lot Number	244	Unit Num	1401
Owner Details			
Name		Phone	0
Address		Mob	
		Email	

PLEASE ENSURE ALL FIELDS ARE COMPLETED AND PROVIDE AS MUCH DETAIL AS POSSIBLE, SO THE STRATA COMPANY MAY PROPERLY CONSIDER YOUR APPLICATION

Document Checklist (Please check the documents you are sending with this application)	
☐	Planning or any other approvals required by written law <u>or</u>
☒	Letter stating that no planning approvals are required
☒	List of <u>all</u> contractors/suppliers to be used for the proposal. (Schedule 1)
☐	Information/calculations regarding plot ratio and open space requirements ¹ <u>or</u>
☐	Statement that the proposal will not affect the plot ratio or open space requirements
☒	Architectural/Building/Engineers plans and/or drawings including dimensions and specifications
☒	Location plan showing the proposed improvement in relation to any existing structure on the lot and/or the boundaries of the lot.
☐	Visual representation of what will be seen when viewed from outside of the Lot
☒	Pictures of proposed design and materials, including colour schemes
☒	Method of construction (work plan) including mitigation strategies during construction (noise, dust, other pollutants etc)
☒	Other Documents (Please List) Certificates of Currency of Insurance Policies

¹ Pursuant to *Strata Titles (General) Regulations 2019* 75(2)(a) to 75(2)(d)

Please note that an application of this nature must be voted on by the Strata Company and must achieve a Resolution Without Dissent.

If the Council of Owners request further information once receiving your application, please respond to their requests as soon as possible so that the approval process is not delayed.

The voting process cannot be scheduled until all necessary information has been submitted to the Strata Company.

Description of proposed Structural Alteration ²
Please see attached pdf Drawing Schedule

Please answer the following questions:		
Yes	No	Question
☐	☒	Will the proposal, when completed, need to be considered when calculating the plot ratio restrictions or open space requirements in relation to the parcel? If <u>Yes</u> provide prescribed details. If <u>No</u> provide a written statement including the reasons why it would not be required to be considered.
☒	☐	Will the proposal, when completed, be seen from outside of the Lot? If <u>Yes</u> provide detail:
☐	☒	In your opinion, do you believe this proposal will affect neighbouring lots and/or the common property ³ ? If <u>Yes</u> provide detail:
☐	☒	Does the proposal permanently or temporarily contravene any by-laws of the Strata Company? If <u>Yes</u> provide detail:
☐	☐	Does the proposal permanently or temporarily interrupt or interfere with any easements or covenants? If <u>Yes</u> provide detail: No iinterference

² Please note that the description provided will be used for the proposed motion that will be put to a vote of the Owners once approved by the Council of Owners.

³ Note, amongst other things, it is extremely important to consider anything that may affect the structural integrity of the building.

Please answer the following questions:		
☐	☒	Does the proposal change the boundary of the Lot? If <u>Yes</u> provide detail ⁴ .
☐	☒	Does the proposal require access to another owners lot or to the common property? If <u>Yes</u> provide details ⁵

I [Click or tap here to enter text.](#) hereby submit this application to the Strata Company and acknowledge that I have supplied a true and accurate description of the proposal.

I understand that any variations to this application must be submitted to the Strata Company for further review and approval.

I further acknowledge that I will not commence any structural alteration to my lot until I have received written consent from the Strata Company expressed by resolution without dissent or;

The Strata Company has not, at the end of 77 days after being given my application, made a written objection to the alteration

Signed: 

Date: [Click here to enter a date.](#)
23/07/25

⁴ Must include written advice from a licenced surveyor

⁵ The owner must complete a "Notice of Entry under Statutory Easement" pursuant to Section 64(4) & (5) of the Act.

SCHEDULE 1
CONTRACTORS/SUPPLIERS

Name/ABN⁶	Service(s) Provided⁷	Licence/Registration Number⁸	Phone	Email
AP Aluminium	the design, manufacture		+61481731955	noel.0@apalu-facade.com.au
ABN 61 664 244 606	supply and installation of			
1/19 Quantum Link, Wangara WA 6065	5 fixed manual operable 90mm elliptical louvre screens			

The Owner must provide details of all contractors and suppliers that will be used for the proposed Structural Alteration.

⁶ Provide ABN if Applicable

⁷ Specifically for this proposal

⁸ The Owner acknowledges that they have checked the licencing requirements and validity of the licence/registration of the service to be provided.

Information bulletin provided to owners who wish to make an application pursuant to section 87 of the Strata Titles Act, 1985 (Act).

Structural alteration of lot in strata scheme.

1. Introduction to structural alteration and the meaning of structure under the Act:

(a) Structural alteration of a lot means (Section 86):

- (i) the erection of a structure within the lot; or
- (ii) an alteration of a structural kind to, or extension of, a structure within the lot.

structure includes anything classified as a structure by the Regulations.

(b) Definition of a structure (Regulation 73):

Any dwelling, shop, factory, commercial premises, garage, carport, shed or other building or **improvement** (whether free standing or annexed to or incorporated with any existing building on the lot):

- (i) the construction or erection of which is required to be approved by the local government or any other authority; or
- (ii) the area of which is to be taken into account for the purposes of determining the plot ratio restrictions or open space requirements for the lot.

(c) General meaning of structure, as interpreted by the State Administrative Tribunal (SAT):

Please be aware:

Whilst the Act and the Regulations appear to clearly define **structure**, SAT has a different view as declared in *Walsh vs The Owners of Riverside Villas SP27929*:

SAT contend that the definition provided for in Section 86 of the Act is **inclusive** and **not limited** to prescribed improvements as defined by the Regulations.

Therefore just because your shed, pergola, carport, gazebo or other structure does not require to be approved by local government or does not affect the plot or open space requirements for the lot, if challenged, SAT may determine that it is a structure for the purposes of the Act and therefore a section 87 application is required.

2. Grounds for rejection of a proposed alteration are it:

- (a) breaches the plot ratio restrictions or open space requirements for the lot; or
- (b) results in a structure that is visible from outside the lot and is not in keeping with the rest of the development; or
- (c) affects the structural soundness of a building; or
- (d) interferes with a statutory easement; or
- (e) contravenes a specified by-law or specified by-laws of the strata company; or
- (f) interferes with a short form easement or restrictive covenant or any other easement or covenant affecting the parcel that is shown on the scheme plan or registered against the parcel.

3. Gaining approval to undertake structural alterations:

Once you have determined that the proposed structural alteration complies with section 2 above there are 2 options to gain the Strata Companies approval prior to proceeding with any structural alterations.

Option 1

Every owner provides written approval for the proposed structural alteration; and

- (a) all approvals are either unconditional or are subject to the same conditions from each owner; and
- (b) a copy of each approval has been served on the strata company.

Option 2

By submitting an application to the Strata Company requesting that your proposed structural alterations are put to a vote of the owners and no owner votes against your proposal (resolution without dissent).

4. Prescribed information that must be provided with your application:

- (a) Plans and specifications for the construction of the improvements;
- (b) the plot ratio restrictions and open space requirements in relation to the parcel;
- (c) the pro rata entitlements of the lot (calculated as provided for by regulations 7 and 8 of the Strata Titles (General) Regulations 2019);
- (d) if the application is approved, the area of the structure, including the area of all existing and proposed structures to be taken into account for the purposes of calculating the plot ratio restrictions and open space requirements;
- (e) whether or not the carrying out of the proposal will breach the pro rata entitlements of the lot and, if it does, the percentage and area by which the pro rata entitlements of the lot is exceeded;
- (f) the location and dimensions of the proposed structure upon its completion in relation to any existing structure on the lot or to the boundaries of the lot;
- (g) any contravention of the by-laws of the strata company, whether of a permanent or temporary nature, which is likely to occur during or as a result of the erection, alteration or extension of the structure, and any proposed manner of dealing with that contravention.
- (h) any likely interruption to or interference with any statutory easement, short form easement or restrictive covenant or any other easement or restrictive covenant affecting the parcel that is shown on the scheme plan or registered against the parcel, whether of a permanent or temporary nature;
- (i) whether the structural alteration of the lot changes the boundaries of the lot and whether the applicant has sought advice from a licensed surveyor about the effect of the structural alteration.
- (j) Paragraphs 4(b) to 4(e) do not apply if:
 - (i) the area of the structure, upon its erection, alteration or extension, would not be required to be taken into account for the purposes of calculating the plot ratio restrictions and open space requirements in relation to the parcel; and
 - (ii) the application for approval includes a statement to that effect and the reason why it would not be required to be taken into account; and

- (iii) the strata company does not request in writing that the applicant supply the information referred to in paragraphs 4(b) to 4(d)

5. Additional information that will enable owners to make an informed decision:

- (a) full details of the materials to be used in the structure or the alteration or extension of a structure;
- (b) the colours of those parts of the structure that will be visible from outside the lot;
- (c) the method of construction to be used in and an estimated work plan for the erection, alteration or extension of the structure; and
- (d) any likely interruption to or interference with any Statutory easement whether of a permanent or temporary nature, and any proposed manner of dealing with that interruption or interference.

6. The approval process:

- (a) no later than 35 days (the allowed period) after the Strata Company receives your application voting on your application must commence.
- (b) If voting does not commence as required under 6(a) you have the right to convene a general meeting in the same manner as nearly as possible as that in which meetings are to be convened by the council, and submit the application to that meeting.
- (c) the Strata Company is taken to have approved the structural alteration of a lot as set out in an application for approval served on the Strata Company if –
 - (i) the Strata Company serves you with written consent to the alteration expressed by resolution without dissent; or
 - (ii) the Strata Company has not, at the end of 77 days after being given the application, made a written objection to the alteration; or
 - (iii) the strata company has made such an objection but the objection does not specify the grounds of the objection or the grounds specified are not grounds on which members of the strata company may object as defined under item 2 above.

Despite item 6(b), the council may submit an application to a general meeting convened by the council after the allowed period if that meeting is held before a meeting is convened by the applicant under item 6(b).

7. Only the Strata Company can approve an application for structural alteration:

The above outlines the process that needs to be undertaken in order to gain approval from the Strata Company.

If you decide to commence any structural alterations without the Strata Company approval you may be ordered by the State Administrative Tribunal (SAT) to remove the structural alteration at your cost.

8. Professional help recommended:

As can be seen from the above you need to pay proper attention to the detail of your application and the required information that you will provide.

It is highly recommended that you seek professional help in the preparation and submission of your application.

Please note, neither the Strata Manager nor the Council can provide this advice to you.

9. What to do if you are dissatisfied with the outcome of your application

Make an application to SAT, under regulation 90, who may make an order that allows your structural alteration providing:

- (a) that the structural alteration of your lot is reasonable, having regard to the merits of the alteration and the interests of all of the owners of the lots in the use and enjoyment of their lots and the common property; and
- (b) to the extent that your structural alteration has already been carried out, it will not cause any significant inconvenience or detriment to the owners of other lots.

Please note this document is provided as a guide only and does not constitute a legal opinion.

END

87. Structural alteration of lot in strata scheme

- (1) The owner of a lot in a 2-lot scheme that is a strata scheme must not cause or permit the structural alteration of the lot except with the prior written approval of —
 - (a) the owner of the other lot; and
 - (b) for a leasehold scheme, the owner of the leasehold scheme.
- (2) The owner of a lot in a strata scheme, other than a 2-lot scheme, must not cause or permit the structural alteration of the lot except —
 - (a) with the prior approval, expressed by resolution without dissent, of the strata company and, for a leasehold scheme, the prior written approval of the owner of the leasehold scheme; or
 - (b) if —
 - (i) the prior written approval to the structural alteration has been given by the owner of each lot in the scheme, and, for a leasehold scheme, the owner of the leasehold scheme; and
 - (ii) all approvals are either unconditional or are subject to the same conditions; and
 - (iii) a copy of each approval is served on the strata company.
- (3) If an application is made under this section for approval for the structural alteration of a lot, the owner of any other lot in the strata scheme or the owner of the leasehold scheme may refuse to give approval on a ground permitted by subsection (5), but not otherwise.
- (4) If an application is made to a strata company under this section —
 - (a) notice of the proposed resolution on the application must contain or be accompanied by a statement, in the

- approved form, of the effect of paragraphs (c) and (d);
and
- (b) if a vote on the resolution is taken at a general meeting, the chairperson must, before the vote is taken, read out the statement referred to in paragraph (a); and
 - (c) the vote for a lot may be cast —
 - (i) against a resolution to approve the application; or
 - (ii) in support of a resolution to refuse approval of the application,on a ground permitted by subsection (5), but not otherwise; and
 - (d) a vote referred to in paragraph (c) is of no effect unless the person casting the vote discloses as a ground for the person's vote 1 or more of the grounds permitted by subsection (5).
- (5) The grounds on which approval may be refused are —
- (a) that the carrying out of the proposal will breach the plot ratio restrictions or open space requirements for the lot;
or
 - (b) in the case of a lot that is not a vacant lot, that the carrying out of the proposal —
 - (i) will result in a structure that is visible from outside the lot and that is not in keeping with the rest of the development; or
 - (ii) may affect the structural soundness of a building;
or
 - (iii) may interfere with a statutory easement;or
 - (c) any other ground specified in the regulations.

[(6) deleted]

[Section 87, formerly section 7, inserted: No. 58 of 1995 s. 13; amended, renumbered as section 87 and relocated: No. 30 of 2018 s. 10 and 84.]

88. Structural alteration of lot in survey-strata scheme

- (1) The owner of a lot in a 2-lot scheme that is a survey-strata scheme must not cause or permit the structural alteration of the lot if, on completion of the work, the structures on the lot will not conform to plot ratio restrictions or open space requirements for the lot, except with the prior written approval of —
 - (a) the owner of the other lot; and
 - (b) for a leasehold scheme, the owner of the leasehold scheme.
- (2) The owner of a lot in a survey-strata scheme, other than a 2-lot scheme, must not cause or permit the structural alteration of the lot if, on completion of the work, the structures on the lot will not conform to plot ratio restrictions or open space requirements for the lot, except with —
 - (a) the prior approval of the strata company, expressed by resolution without dissent; and
 - (b) for a leasehold scheme, the prior written approval of the owner of the leasehold scheme.

[Section 88 inserted: No. 30 of 2018 s. 83.]

89. Approvals and objections to structural alterations

- (1) An application for the approval of the structural alteration of a lot must set out details of the proposal and such other information as may be prescribed.
- (2) If an application is made to a strata company under subsection (1), voting on the application must open within 35 days after the application is received (the ***allowed period***).

- (3) If voting on the application does not open as required by subsection (2), the applicant may convene a general meeting, in the same manner as nearly as possible as that in which meetings are to be convened by the council, and submit the application to that meeting.
- (4) Despite subsection (2), a council may submit an application to a general meeting convened by the council after the allowed period if that meeting is held before a meeting is convened by the applicant under subsection (3).
- (5) The owner of a lot or the owner of a leasehold scheme is taken to have approved the structural alteration of a lot as set out in an application for approval served on the owner if —
 - (a) the owner serves on the applicant written consent to the alteration; or
 - (b) the owner has not, at the end of 42 days after being given the application, made a written objection to the alteration; or
 - (c) for a strata scheme, the owner has made such an objection but the objection does not specify the grounds of the objection or the grounds specified are not grounds on which the owner may object under section 87.
- (6) A strata company is taken to have approved the structural alteration of a lot as set out in an application for approval served on the strata company if —
 - (a) the strata company serves on the applicant written consent to the alteration expressed by resolution without dissent; or
 - (b) despite section 87(2) —
 - (i) the strata company has not, at the end of 77 days after being given the application, made a written objection to the alteration; or
 - (ii) for a strata scheme, the strata company has made such an objection but the objection does not

specify the grounds of the objection or the grounds specified are not grounds on which members of the strata company may object under section 87.

[(7) deleted]

[Section 89, formerly section 7B, inserted: No. 58 of 1995 s. 13; amended, renumbered as section 89 and relocated: No. 30 of 2018 s. 11 and 84.]

90. Order dispensing with approval for structural alteration of lot

- (1) The Tribunal may, on the application of an owner of a lot in a strata titles scheme, by order, exempt a particular structural alteration to the lot from the application of this Division.
- (2) An order may be made under this section —
 - (a) whether or not the necessary approval for the alteration has been sought; and
 - (b) even if there has been a valid refusal to give the necessary approval.
- (3) An order can only be made under this section if the Tribunal is satisfied —
 - (a) that the structural alteration of the lot is reasonable, having regard to the merits of the alteration and the interests of all of the owners of the lots in the use and enjoyment of their lots and the common property; and
 - (b) to the extent that the structural alteration has already been carried out, it will not cause any significant inconvenience or detriment to the owners of other lots.

[Section 90 inserted: No. 30 of 2018 s. 83.]



PROJECT: 1401 THE GROVE

DRAWING SCHEDULE

AP-SD-00 (A) - TITLE PAGE

AP-SD-01 (A) - 90MM ELLIPTICAL OPERABLE LOUVRE SCREEN ELEVATION, PLAN & SECTION

AP-SD-02 (A) - 90MM ELLIPTICAL OPERABLE LOUVRE - FIXING DETAILS

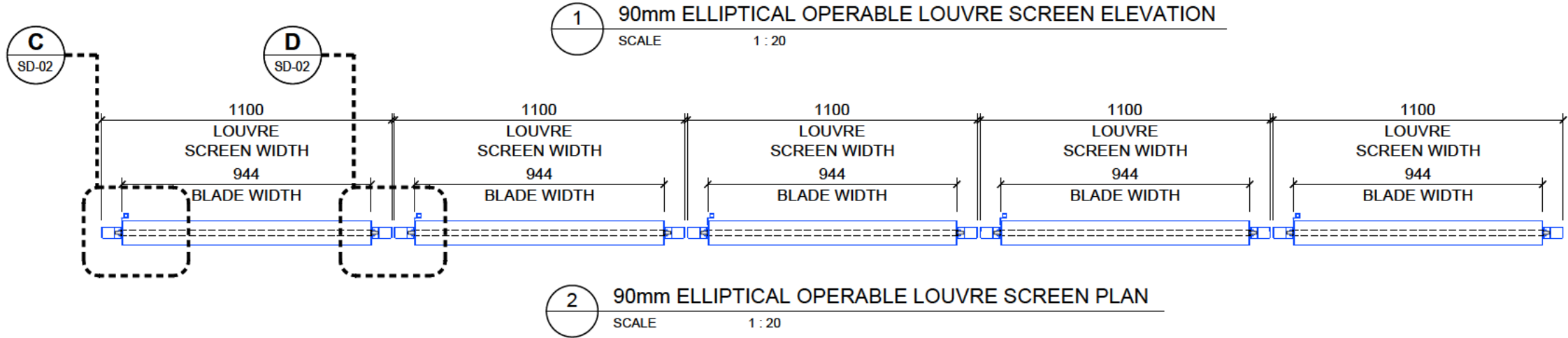
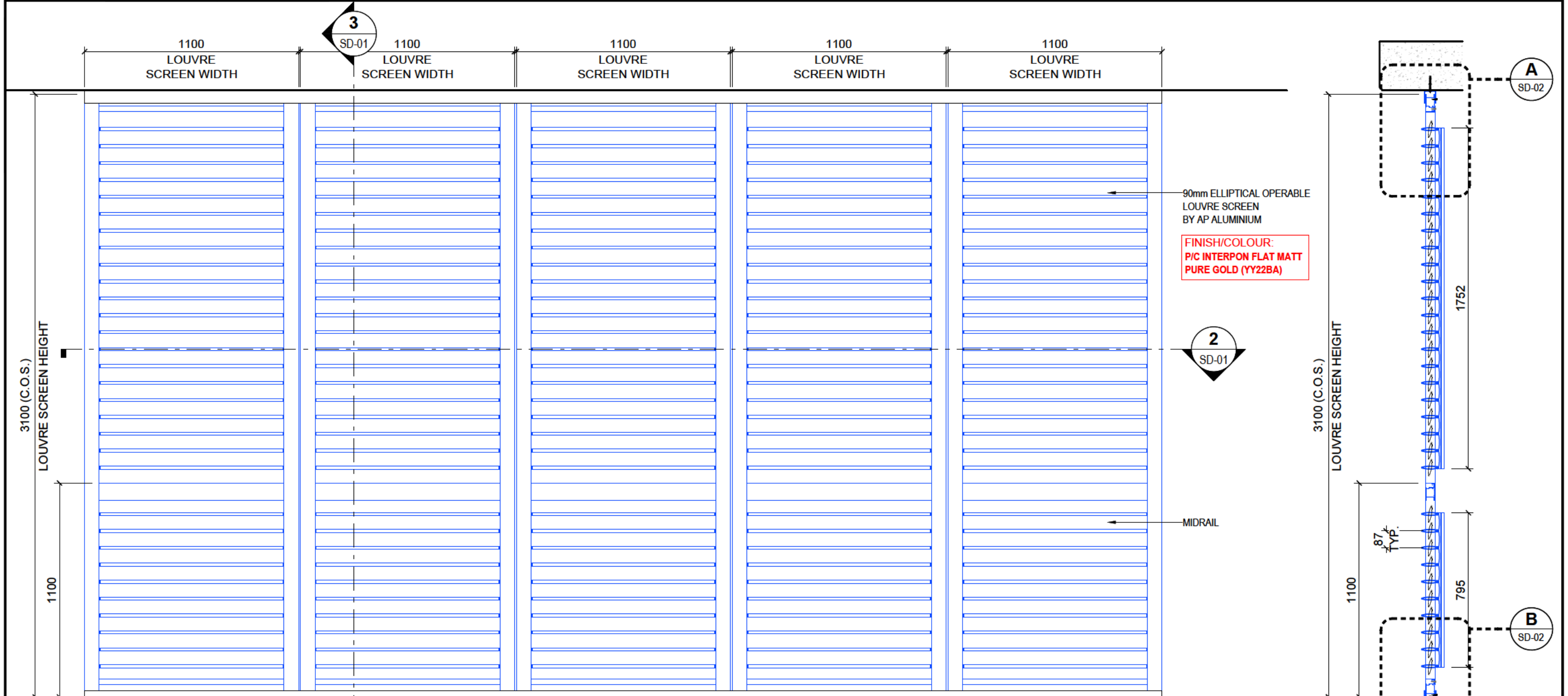


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18-07-2025	A	PROPOSAL FOR REVIEW & APPROVAL	JMM	JMM	NOC	NOC	
DATE:	REV NO.	DESCRIPTION	DRAWN	DESIGNED	CHECKED	APPROVED	

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DRAWING TITLE:	TITLE PAGE
SCALE: A3	AS SHOWN
DRAWING NO:	AP-SD-00
REV NO:	A

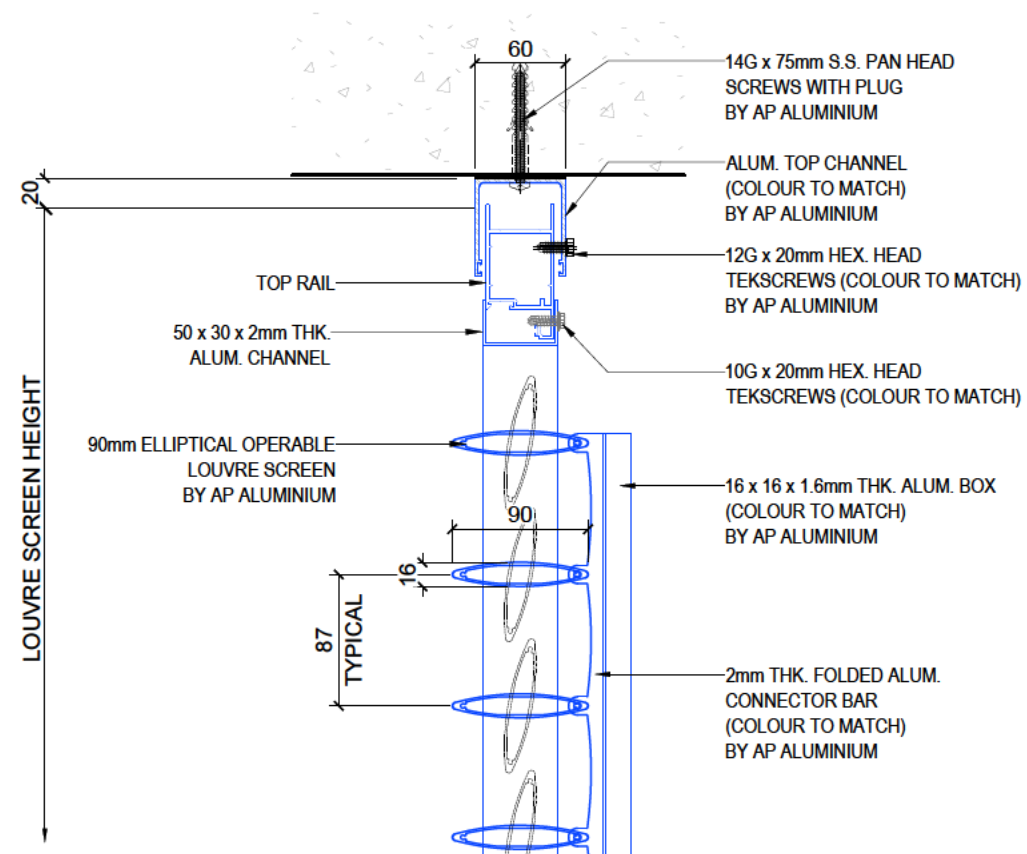


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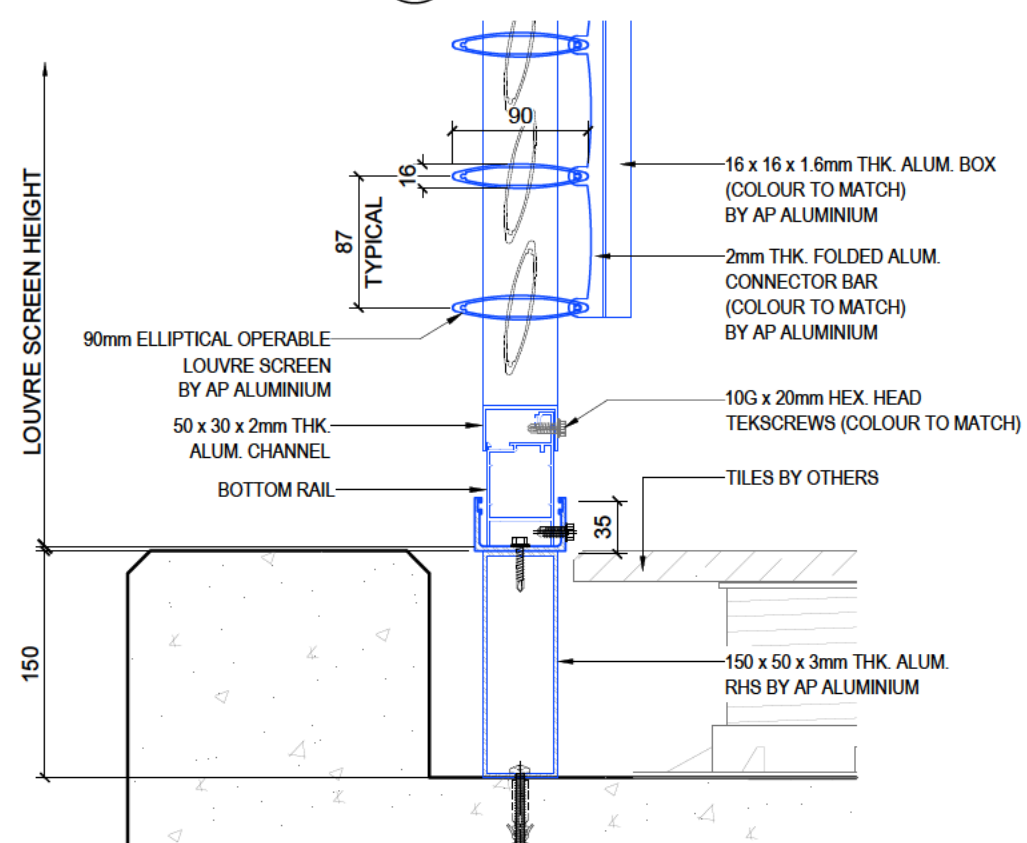
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18-07-2025	A	PROPOSAL FOR REVIEW & APPROVAL	JMM	JMM	NOC	NOC
DATE	REV NO.	DESCRIPTION	DRAWN	DESIGNED	CHECKED	APPROVED

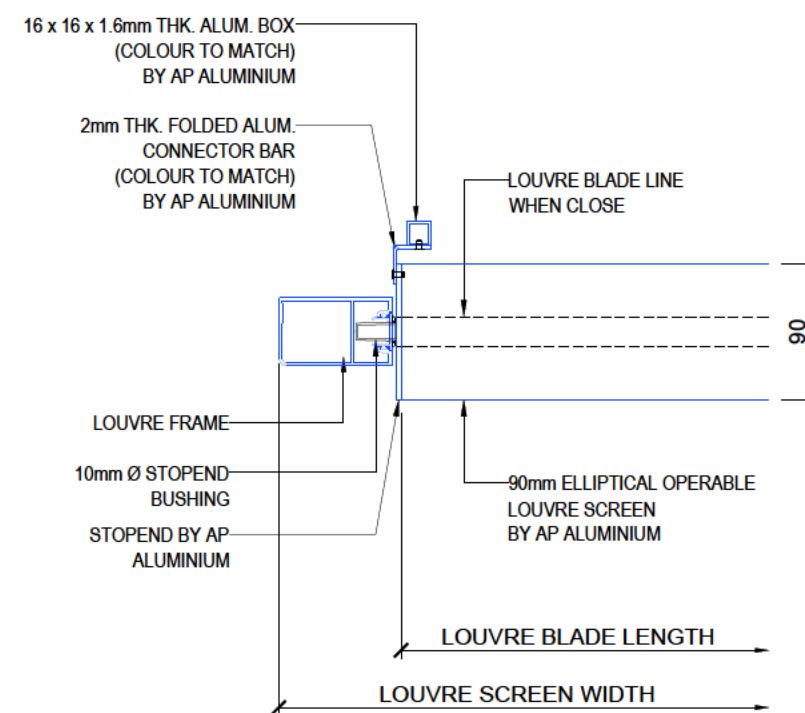
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DRAWING TITLE:	90MM ELLIPTICAL OPERABLE LOUVRE SCREEN ELEVATION, PLAN & SECTION
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DRAWING NO:	AP-SD-01
REV NO:	A



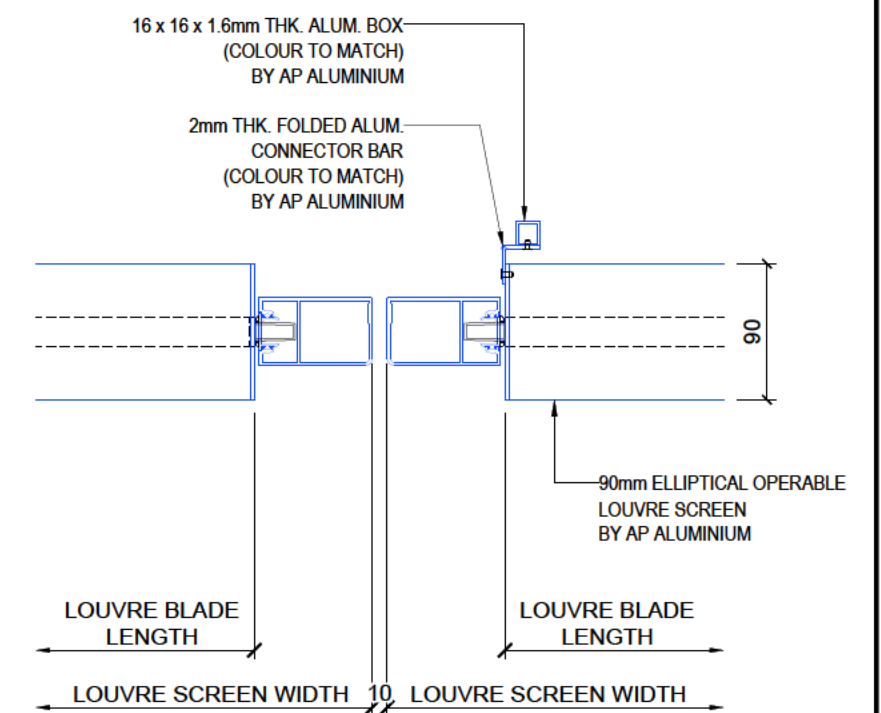
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SCALE 1:5



B SECTION DETAIL
SCALE 1:5



C PLAN DETAIL
SCALE 1:5



D PLAN DETAIL
SCALE 1:5



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18-07-2025	A	PROPOSAL FOR REVIEW & APPROVAL	JMM	JMM	NOC	NOC
DATE	REV NO.	DESCRIPTION	DRAWN	DESIGNED	CHECKED	APPROVED

PROJECT NAME:

1401 THE GROVE

DRAWING TITLE:

90MM ELLIPTICAL OPERABLE LOUVRE - FIXING DETAILS

SCALE:
A3

AS SHOWN

DRAWING NO:

AP-SD-02

REV NO:

A

Commercial Motor Insurance

Certificate of Currency



Policy Number: 24C4389828

Date of Issue 13 March, 2025

Issued by

Insurance Australia Limited
ABN 11 000 016 722
AFSL 227681
trading as CGU Insurance

Insurer

CGU Insurance

Important Information

This Certificate of Currency is issued as a matter of information only and confers no rights upon the certificate holder.

Period of Insurance 30/11/2024 to 30/11/2025 at 4pm

Insured

Insured Name Lewis Allen

ABN 61664244606

Address Unit 1 19 Quantum Link
WANGARA
WA, 6065

Policy Wording

CGU SCTP Commercial Motor Vehicle Insurance
(CID0412 REV1 12/22)

Business

Fabricated Metal Products Manufacturing Noc

Vehicle(s) Summary

Vehicle #1 - 2010 Isuzu NPR - 1GFU254

Cover	Option 1: Comprehensive - Own Damage and Third Party Liability
Vehicle Sum Insured	Market Value
Sum Insured Type	Market Value
Registration Number	1GFU254
Year	2010
Vin/Serial Number	JAANLS85F97100404
Make	Isuzu
Model	NPR
Variant	200 MEDIUM
Body	C/CHAS
Transmission	5 SP MANUAL
Cylinders	DT4
Series	NH
Vehicle Class	Goods Carrying, 2-5 tonnes
Third Party Property Damage Liability	\$35,000,000 Please refer to PDS for coverage, sum insured and detailed terms and conditions
Interested Parties	No

Commercial Motor Insurance

Certificate of Currency



Policy Number: 24C4389828

Excess

Basic Excess	\$950
Driver under 21	\$850
Driver 21 to under 25	\$500

Vehicle #2 - 2015 Toyota HILUX - 1ETI652

Cover	Option 1: Comprehensive - Own Damage and Third Party Liability
Vehicle Sum Insured	Market Value
Sum Insured Type	Market Value
Registration Number	1ETI652
Year	2015
Vin/Serial Number	MR0CX12G800133695
Make	Toyota
Model	HILUX
Variant	WORKMATE
Body	C/CHAS
Transmission	5 SP MANUAL
Cylinders	4
Series	TGN16R MY14
Vehicle Class	Ute / Van
Third Party Property Damage Liability	\$35,000,000 Please refer to PDS for coverage, sum insured and detailed terms and conditions
Interested Parties	No

Excess

Basic Excess	\$650
Driver under 21	\$850
Driver 21 to under 25	\$500

Vehicle #3 - 2017 Ford RANGER - 1HDH162

Cover	Option 1: Comprehensive - Own Damage and Third Party Liability
Vehicle Sum Insured	\$21,758
Sum Insured Type	Agreed Value
Total Sum Insured (including any Non-Standard Accessories, Modifications and Attachments)	\$21,758
Registration Number	1HDH162
Year	2017
Vin/Serial Number	MPBUMFF50HX123984
Make	Ford
Model	RANGER
Variant	XL 3.2 (4x4)
Body	CREW CAB UTILITY

Commercial Motor Insurance

Certificate of Currency



Policy Number: 24C4389828

Transmission	6 SP AUTOMATIC
Cylinders	DT5
Series	PX MKII MY17
Vehicle Class	Ute / Van
Third Party Property Damage Liability	\$35,000,000 Please refer to PDS for coverage, sum insured and detailed terms and conditions
Interested Parties	No
Excess	
Basic Excess	\$650
Driver under 21	\$850
Driver 21 to under 25	\$500

Allianz Steadfast Client Trading Platform

Business Insurance

Certificate of Currency



Policy Number: 161SV04361COM

Date of Issue 03 March, 2025

Insurer

Allianz Australia Insurance Limited
ABN 15 000 122 850
AFS License No. 234708

Important Information

This Certificate of Currency has been issued by the insurer and confirms that on the Date of Issue a Policy existed for the Period of Insurance and Sums Insured and other limits as shown herein.

This Certificate of Currency is issued as a matter of information only and confers no rights upon its holder or any other interested party. This Certificate of Currency does not form part of the terms and conditions of the Policy and does not amend, extend, replace or alter the terms, conditions, definitions, limitations and exclusions noted therein.

This Certificate of Currency is provided as a summary only of the cover provided and is current only at the Date of Issue. The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further notice to the holder of this notice.

Certain words used in this document and the Policy have special meanings. The 'Words with special meaning' Section of the Policy Document contains such terms. Please read the Policy Document, the Schedule and any other documents that form part of the Policy for the terms and conditions of cover:

Period of Insurance 28/02/2025 to 28/02/2026 at 4pm

Endorsement effective date 28/02/2025

Insured

Insured Name NOELW PTY LTD
Trading Name A P Aluminium
ABN 61 664 244 606
Address Unit 1 19 Quantum Link
WANGARA, WA, 6065

Policy Wording POL1113BA/SF 04/23 20230601

Situation Details

Situation: Unit 1 19 Quantum Link WANGARA WA 6065 (Principal)

Business Details

Business Fabricated Metal Products Manufacturing Noc
Business description Fabrication and installation of aluminum materials

Interested Parties

No Interested Parties noted

Public and Products Liability

Description	Limit of Indemnity
-------------	--------------------

General Liability any one Occurrence	\$ 20,000,000
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Products Liability any one Occurrence and in the aggregate any one Period of Insurance	\$ 20,000,000
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Additional benefit

Property in Your physical and legal control any one Occurrence	\$ 250,000
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Nolew Pty Ltd
Unit 1
19 Quantum Link
Wangara WA 6065



WA Workers Compensation

Policy number

WCW005781404

WorkCover number

WC11138190

Certificate of Currency

Scope of cover	Employer's liability under the Workers Compensation and Injury Management Act 2023
Insured	Nolew Pty Ltd ABN 61 664 244 606 ACN 664 244 606
Trading name	A P Aluminium
Period of insurance	28 February 2025 to 4:00pm 28 February 2026
Business description	Aluminium Manufacturing & Installation
Industry classification (ANZSIC)	Architectural Aluminium Product Manufacturing (2223)
Limit of liability	Indemnity under the Workers Compensation & Injury Management Act 2023 for WA, and at Common Law - Limit \$50,000,000 any one person or any number of persons arising out of the one event

This Certificate certifies that as at the date of issue the stated policy is current for the period of insurance noted above. The issue of this Certificate imparts no obligation on the insurer to notify any party relying on it should the policy later be cancelled or altered for any reason.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage provided by the policy.

Information page from Strata Titles Act 1985

NB: This page is for information only and not part of the prescribed form.

VOTING BY PROXY

You may appoint another member of the strata company or another person to represent you at general meetings. (Proxy)

An instrument (proxy form) appointing a proxy must be in writing and executed by the appointer (owner) or the appointer's attorney.

You may appoint a proxy for a specific meeting only or as an enduring proxy (all future meetings) which will remain in effect until it is revoked by you or your attorney.

You may direct your proxy how to vote on all or some resolutions, however, if you attend the meeting you must vote on all resolutions.

A person appointed as your proxy cannot transfer the proxy to another person.

Co-owners of a lot (e.g. husband and wife) may vote **only** if a proxy form has been completed by all the co-owners appointing one of the owners to vote on their behalf.

QUORUM

A quorum for a general meeting is at least one-half of the persons entitled to vote in person or by duly appointed proxy.

If a quorum is not present after 30 minutes has elapsed from the advised meeting start time as per the AGM Notice, those present and entitled to vote constitute a quorum and therefore the meeting can proceed.

VOTING PROCEDURES

Generally, resolutions are decided by voting on a show of hands.

The Strata Titles Act 1985 requires some resolutions to be passed either by a Unanimous resolution, Special resolution or by Resolution without Dissent.

The notice of meeting will state if any of these types of resolutions are required.

In the case of a Unanimous or Resolution without Dissent an owner does not have to be financial to vote however Co-Owners must have filled in a proxy form.

VOTE COUNTED BY UNIT ENTITLEMENT

An owner/proxy can demand that a particular resolution be determined by a count of the unit entitlements of the lots.

A vote counted by unit entitlement can only be requested prior to the motion being put to a vote.

RESOLUTION PASSED

A declaration by the meeting Chairperson that the resolution has passed or failed is conclusive evidence of that fact without proof of the number or proportion of votes recorded in favour or against the resolution. If the votes for or against the resolution are equal in number, the motion is deemed to have failed.

VOTES FOR ELECTION OF COUNCIL MEMBERS

An owner/proxy has one vote for each lot (unit) they own and/or represent as proxy.



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EXPERTS IN STRATA

GENERAL PROXY FORM

Name(s) of lot owner(s)

Of (Strata Scheme address)

1 Airlie Street, CLAREMONT, WA, 6010

Being the owner(s) of lot(s)

Authorise:

Name of person*

Or in the absence of the above designated proxy noted above the Chairperson

Note Select only one of the following options by deleting the other three options

AS MY / OUR PROXY:

☐ To attend, speak and vote on my/our behalf as an enduring proxy until this enduring proxy is revoked

OR

☐ To attend, speak and vote on my/our behalf at the Annual General Meeting of the Strata Plan scheduled to be held on: 11 August 2025

OR

☐ To attend, speak and vote on my/our behalf until: ____/____/____ (insert date until which proxy will be valid)

OR

☐ I / We direct the proxy to vote in relation to the following resolutions of matters as follows:

Sole or Co-Owners:

Signed by member(s) giving proxy

Printed Name(s)

Date:

Corporations:

EXECUTED by

in accordance with s127(1) of the *Corporations Act 2001*

Signature of Director or Sole Director/Company Secretary (Circle whichever is applicable)

[Print full name block letters]

[Usual address]

Signature of Director or Company Secretary (Circle whichever is applicable)

[Print full name block letters]

[Usual address]

email. admin@oakfield.com.au | **phone.** 08 6355 5225

1/1050 Hay Street, West Perth, WA, 6005

www.oakfield.com.au

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EXPERTS IN STRATA

COUNCIL NOMINATION FORM

1. SELF OR INDIVIDUAL NOMINATION – Where the lot is owned in one name and not jointly

I wish to nominate myself for election to the council at the forthcoming Annual General Meeting for the above-mentioned Strata Company:

Name: _____ **Lot Number:** _____

Signature: _____ **Date:** ___ / ___ / ___

OR

I wish to nominate _____ the Proprietor of Lot _____ for election to the council at the forthcoming Annual General Meeting for the above-mentioned Strata Company:

Name: _____ **Lot Number:** _____

Signature: _____ **Date:** ___ / ___ / ___

2. NOMINATE CO-PROPRIETOR – where the lot is owned in joint names

I wish to nominate the following co-proprietor of our lot for election to the council at the forthcoming Annual General Meeting for the above mentioned Strata Company:

Name: _____ **Lot Number:** _____

Signature of Nominee Accepting Nomination:

_____ **Date:** ___ / ___ / ___

Signature of Nominator/s: (All co-proprietors must consent to this nomination)

_____ Proprietor

_____ Proprietor

3. COMPANY NOMINATION – where the lot is owned in a company name

I wish to nominate the following company for election to the council at the forthcoming Annual General Meeting for the above mentioned Strata Company until further advised in writing:

Company Name: _____ **Lot Number:** _____

The person authorised by the company to act on its behalf on the Council is:

Nominee: _____

Signatures of Director/Secretary/Attorney/Officer/Agent (delete those not applicable)

_____ **Date:** ___ / ___ / ___

The appointment of a council is a requirement for the Strata Company to conform to the provisions of the Act. A council must consist of not less than three nor more than seven proprietors.

Important Notes about the Council

1. The council are responsible for performing and delegating the duties of the Strata Company.
2. The council are responsible for providing instructions to Strata Manager.
3. A Chairman, Secretary and Treasurer must be elected.

email. admin@oakfield.com.au | **phone.** 08 6355 5225

1/1050 Hay Street, West Perth, WA, 6005

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STRATA TITLES ACT 1985**SCHEDULES****SCHEDULE 1 & SCHEDULE 2 (s39)****Schedule 1 – Governance by-laws**

[Heading inserted by No. 30 of 2018 s. 86.]

[Part I heading deleted by No. 58 of 1995 s. 87(1).]

1. Duties of owner

- (1) The owner of a lot must –
 - (a) immediately carry out all work that may be ordered under a written law in respect of the lot other than such work as may be for the benefit of the building generally and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of the lot;
 - (b) maintain and repair the lot, and keep it in a state of good condition, reasonable wear and tear, and damage by fire, storm, tempest or act of God excepted.
- (1A) The owner of a lot must –
 - (a) notify in writing the strata company immediately on becoming the owner of the lot, including in the notice the owner's address for service for the purposes of this Act; and
 - (b) if required in writing by the strata company, notify the strata company of any mortgage or other dealing in connection with the lot, including in the case of a lease of a lot, the name of the lessee and the term of the lease.

[Clause 1 amended by No. 58 of 1995 s. 87(2); No. 14 of 1996 s. 4; No. 74 of 2003 s. 112(15); No. 30 of 2018 s. 87.]

[2. Deleted by No. 30 of 2018 s. 88.]

3. Power of strata company regarding submeters

- (1) If the supply of gas or electricity to a lot is regulated by means of a submeter, the strata company may require the owner or occupier of the lot to pay the strata company by way of security for the payment of charges arising through the submeter an amount not exceeding \$200 and, if any amount so paid is applied by the strata company under sub-by-law (3), to pay such further amount or amounts by way of such security as may be necessary to maintain the amount of the security as, subject to this sub-by-law, the strata company may require.
- (2) The strata company must lodge every sum received under this by-law to the credit of an interest-bearing ADI account and all interest accruing in respect of amounts so received must, subject to this by-law, be held on trust for the owner or occupier who made the payment.
- (3) If the owner or occupier of a lot in respect of which a submeter is used for the supply of gas or electricity refuses or fails to pay any charges due for the supply of gas or electricity to that lot, the strata company may apply in payment of those charges all, or such part as is necessary, of any amount paid to the strata company by that owner or occupier under this by-law, including any interest that may have accrued in respect of that amount.
- (4) If a person who has paid an amount under this by-law to a strata company satisfies the strata company that the person is no longer the owner or occupier of a lot and that the strata company no longer has any liability or contingent liability for the supply of gas or electricity to that lot during the period when that person was an owner or occupier of the lot, the strata company must refund to that person the amount then held on the person's behalf under this by-law.

[Clause 3 amended by No. 26 of 1999 s. 104; No. 74 of 2003 s. 112(16); No. 30 of 2018 s. 89.]

4. Constitution of council

- (1) The powers and duties of the strata company must, subject to any restriction imposed or direction given at a general meeting, be exercised and performed by the council of the strata company and a meeting of the council at which a quorum is present is competent to exercise all or any of the authorities, functions or powers of the council.
- (2) Until the first annual general meeting of the strata company, the owners of all the lots constitute the council.

- (3) If there are not more than 3 lots in the scheme, the council consists of all of the owners of the lots and, if there are more than 3 lots in the scheme, the council consists of not less than 3 nor more than 7 of the owners of the lots, as is determined by the strata company.
- (4) If there are more than 3 lots in the scheme, the members of the council must be elected at each annual general meeting of the strata company or, if the number of lots in the scheme increases to more than 3, at an extraordinary general meeting convened for the purpose.
- (6) If there are co-owners of a lot, 1 only of the co-owners is eligible to be, or to be elected to be, a member of the council and the co-owner who is so eligible must be nominated by the co-owners, but, if the co-owners fail to agree on a nominee, the co-owner who owns the largest share of the lot is the nominee or, if there is no co-owner who owns the largest share of the lot, the co-owner whose name appears first in the certificate of title for the lot is the nominee.
- (8) Except if the council consists of all the owners of lots in the scheme, the strata company may by special resolution remove any member of the council before the expiration of the member's term of office.
- (9) A member of the council vacates office as a member of the council –
 - (a) if the member dies or ceases to be an owner or co-owner of a lot; or
 - (b) on receipt by the strata company of a written notice of the member's resignation from the office of member; or
 - (c) at the conclusion of an annual general meeting of the strata company at which an election of members of the council takes place and at which the member is not elected or re-elected; or
 - (d) in a case where the member is a member of the council by reason of there being not more than 3 owners of lots in the scheme, on an election of members of the council (as a result of there being an increase in the number of owners to more than 3) at which the member is not elected; or
 - (e) if the member is removed from office under sub-by-law (8); or
 - (f) if the Tribunal orders that the member's appointment is revoked and the member is removed from office.
- (10) The remaining members of the council may appoint a person eligible for election to the council to fill a vacancy in the office of a member of the council, other than a vacancy arising under sub-by-law (9)(c) or (d), and any person so appointed holds office, subject to this by-law, for the balance of the predecessor's term of office.
 Note for this sub-by-law: By-law 6(3A) provides for the filling of vacancies in the offices of chairperson, secretary and treasurer.
- (11) Except if 1 person is the owner of all of the lots in the scheme, a quorum of the council is 2 if the council consists of 3 or 4 members; 3, if it consists of 5 or 6 members; and 4, if it consists of 7 members.
- (12) The continuing members of the council may act even if there is a vacancy in the council, but so long as the number of members is reduced below the number fixed by these by-laws as the quorum of the council, the continuing members or member of the council may act for the purpose of increasing the number of members of the council or convening a general meeting of the strata company, but for no other purpose.
- (13) All acts done in good faith by the council, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of any member of the council, are as valid as if that member had been duly appointed or had duly continued in office.

[Clause 4 amended by No. 30 of 2018 s. 90.]

5. Election of council at general meeting

The procedure for nomination and election of members of a council must be in accordance with the following rules –

- (1) The meeting must determine, in accordance with the requirements of by-law 4(3) the number of persons of whom the council is to consist.
- (2) The chairperson must call on those persons who are present at the meeting in person or by proxy and entitled to nominate candidates to nominate candidates for election to the council.
- (3) A nomination is ineffective unless supported by the consent of the nominee to the nomination, given –
 - (a) in writing, and furnished to the chairperson at the meeting; or
 - (b) orally by a nominee who is present at the meeting in person or by proxy.

- (4) When no further nominations are forthcoming, the chairperson –
 - (a) if the number of candidates equals the number of members of the council determined in accordance with the requirements of by-law 4(3), must declare those candidates to be elected as members of the council;
 - (b) if the number of candidates exceeds the number of members of the council as so determined, must direct that a ballot be held.
- (5) If a ballot is to be held, the chairperson must –
 - (a) announce the names of the candidates; and
 - (b) cause to be furnished to each person entitled to vote and present in person or by proxy, a blank form in respect of each lot in respect of which the person is entitled to vote for use as a ballot form.
- (6) A person who is entitled to vote must complete a valid ballot form by –
 - (a) writing on the form the names of candidates, equal in number to the number of members of the council so that no name is repeated; and
 - (b) indicating on the form the number of each lot in respect of which the person's vote is cast and whether the person so votes as owner or first mortgagee of each such lot or as proxy of the owner or first mortgagee; and
 - (c) signing the ballot form; and
 - (d) returning it to the chairperson.
- (7) The chairperson, or a person appointed by the chairperson, must count the votes recorded on valid ballot forms in favour of each candidate.
- (8) Subject to sub-bylaw (9), candidates, being equal in number to the number of members of the council determined in accordance with by-law 4(3), who receive the highest numbers (in terms of lots or unit entitlements as required under the *Strata Titles Act 1985* section 122) of votes are to be declared elected to the council.
- (9) If the number (in terms of lots or unit entitlements as required under the *Strata Titles Act 1985* section 122) of votes recorded in favour of any candidate is the lowest of the numbers of votes referred to in sub-bylaw (8) and –
 - (a) that number equals the number of votes recorded in favour of any other candidate; and
 - (b) if each of those candidates were to be declared elected the number of persons elected would exceed the number of persons required to be elected, as between those candidates, the election must be decided by a show of hands of those entitled to vote and present in person or by proxy.

[Clause 5 amended by No. 74 of 2003 s. 112(17)-(19); No. 30 of 2018 s. 91.]

6. Chairperson, secretary and treasurer of council

- (1) The members of a council must, at the first meeting of the council after they assume office as such members, appoint a chairperson, a secretary and a treasurer of the council.
- (2) A person –
 - (a) must not be appointed to an office referred to in sub-bylaw (1) unless the person is a member of the council; and
 - (b) may be appointed to 1 or more of those offices.
- (3) A person appointed to an office referred to in sub-bylaw (1) holds office until the first of the following events happens –
 - (a) the person ceases to be a member of the council under by-law 4(9);
 - (b) receipt by the strata company of a written notice of the person's resignation from that office;
 - (c) another person is appointed by the council to hold that office.
- (3A) The remaining members of the council must appoint a member of the council to fill a vacancy in an office referred to in sub-bylaw (1), other than a vacancy arising under by-law 4(9)(c) or (d), and any person so appointed holds office, subject to this by-law, for the balance of the predecessor's term of office.

- (4) The chairperson is to preside at all meetings of the council but, if the chairperson is absent from, or is unwilling or unable to preside at, a meeting, the members of the council present at that meeting can appoint 1 of their number to preside at that meeting during the absence of the chairperson.

[Clause 6 amended by No. 30 of 2018 s. 92.]

7. Chairperson, secretary and treasurer of strata company

- (1) Subject to sub-bylaw (2), the chairperson, secretary and treasurer of the council are also respectively the chairperson, secretary and treasurer of the strata company.
- (2) A strata company may at a general meeting authorise a person who is not an owner of a lot to act as the chairperson of the strata company for the purposes of that meeting.
- (3) A person appointed under sub-bylaw (2) may act until the end of the meeting for which the person was appointed to act.

[Clause 7 inserted by No. 58 of 1995 s. 87(3); amended by No. 74 of 2003 s. 112(20); No. 30 of 2018 s. 93.]

8. Meetings of council

- (1) At meetings of the council, all matters must be determined by a simple majority vote.
- (2) The council may –
 - (a) meet together for the conduct of business and adjourn and otherwise regulate its meetings as it thinks fit, but the council must meet when any member of the council gives to the other members not less than 7 days' notice of a meeting proposed by the member specifying in the notice the reason for calling the meeting; or
 - (b) employ or engage, on behalf of the strata company, any person as it thinks is necessary to provide any goods, amenity or service to the strata company; or (c) subject to any restriction imposed or direction given at a general meeting of the strata company, delegate to 1 or more of its members such of its powers and duties as it thinks fit, and at any time revoke the delegation.
- (3) A member of a council may appoint an owner of a lot, or an individual authorised under the *Strata Titles Act 1985* section 136 by a corporation which is the owner of a lot, to act in the member's place as a member of the council at any meeting of the council.
- (4) An owner of a lot or individual may be appointed under sub-bylaw (3) whether or not that person is a member of the council.
- (5) If a person appointed under sub-bylaw (3) is a member of the council the person may, at any meeting of the council, separately vote in the person's capacity as a member and on behalf of the member in whose place the person has been appointed to act.

[Clause 8 amended by No. 30 of 2018 s. 94.]

9. Powers and duties of secretary of strata company

The powers and duties of the secretary of a strata company include –

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

[Clause 9 amended by No. 30 of 2018 s. 95.]

10. Powers and duties of treasurer of strata company

The powers and duties of the treasurer of a strata company include –

- (a) the notifying of owners of lots of any contributions levied under the *Strata Titles Act 1985*; and
- (b) the receipt, acknowledgment and banking of and the accounting for any money paid to the strata company; and
- (c) the preparation of any certificate applied for under the *Strata Titles Act 1985* section 110; and
- (d) the keeping of the records of account referred to in the *Strata Titles Act 1985* section 101 and the preparation of the statement of accounts referred to in the *Strata Titles Act 1985* section 101.

[Clause 10 amended by No. 30 of 2018 s. 96.]

[11-15. Deleted by No. 30 of 2018 s. 97.]

Schedule 2 – Conduct by-laws

[Heading inserted by No. 30 of 2018 s. 98.]

1. Vehicles and parking

- (1) An owner or occupier of a lot must take all reasonable steps to ensure that the owner's or occupier's visitors comply with the scheme by-laws relating to the parking of motor vehicles.
- (2) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the strata company.

[Clause 1 inserted by No. 30 of 2018 s. 99.]

2. Use of common property

An owner or occupier of a lot must –

- (a) use and enjoy the common property in such a manner as not unreasonably to interfere with the use and enjoyment of the common property by other owners or occupiers of lots or of their visitors; and
- (b) not use the lot or permit it to be used in such manner or for such purpose as causes a nuisance to an occupier of another lot (whether an owner or not) or the family of such an occupier; and
- (c) take all reasonable steps to ensure that the owner's or occupier's visitors do not behave in a manner likely to interfere with the peaceful enjoyment of an owner or occupier of another lot or of a person lawfully using common property; and
- (d) not obstruct lawful use of common property by any person.

[Clause 2 inserted by No. 30 of 2018 s. 100.]

3. Damage to lawns etc. on common property

Except with the approval of the strata company, an owner or occupier of a lot must not –

- (a) damage any lawn, garden, tree, shrub, plant or flower on common property; or
- (b) use any portion of the common property for the owner's or occupier's own purposes as a garden.

[Clause 3 amended by No. 30 of 2018 s. 101.]

4. Behaviour of owners and occupiers

An owner or occupier of a lot must be adequately clothed when on common property and must not use language or behave in a manner likely to cause offence or embarrassment to an owner or occupier of another lot or to any person lawfully using common property.

[Clause 4 amended by No. 30 of 2018 s. 102.]

[5. Deleted by No. 30 of 2018 s. 103.]

6. Depositing rubbish etc. on common property

An owner or occupier of a lot must not deposit or throw on that lot or any other lot or the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of an owner or occupier of another lot or of any person lawfully using the common property.

[Clause 6 amended by No. 58 of 1995 s. 88(2); No. 30 of 2018 s. 104.]

7. Drying of laundry items and signage

An owner or occupier of a lot must not, except with the consent in writing of the strata company –

- (a) hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building, other than for a reasonable period on any lines provided by the strata company for the purpose; or
- (b) display any sign, advertisement, placard, banner, pamphlet or like matter on any part of their lot in such a way as to be visible from outside the building.

[Clause 7 amended No. 30 of 2018 s. 105.] [Former By-law 8 repealed by No. 58 of 1995 s. 88(3).]

8. Storage of inflammable liquids etc.

An owner or occupier of a lot must not, except with the written approval of the strata company, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material, other than chemicals, liquids, gases or other materials used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

[Clause 8, formerly by-law 9, renumbered as by-law 8 by No. 58 of 1995 s. 88(4); amended by No. 30 of 2018 s. 106.]

9. Moving furniture etc. on or through common property

An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless that person has first given to the council sufficient notice of their intention to do so to enable the council to arrange for its nominee to be present at the time when that person does so.

[Clause 9, formerly by-law 10, renumbered as by-law 9 by No. 58 of 1995 s. 88(4); amended by No. 30 of 2018 s. 107.]

10. Floor coverings

An owner of a lot must ensure that all floor space within the lot (other than that comprising kitchen, laundry, lavatory or bathroom) is covered or otherwise treated to an extent sufficient to prevent the transmission therefrom of noise likely to disturb the peaceful enjoyment of an owner or occupier of another lot.

[Clause 10, formerly by-law 11, renumbered as by-law 10 by No. 58 of 1995 s. 88(4); amended by No. 30 of 2018 s. 108.]

11. Garbage disposal

An owner or occupier of a lot must –

- (a) maintain within their lot, or on such part of the common property as may be authorised by the strata company, in clean and dry condition and adequately covered, a receptacle for garbage;
- (b) comply with all local laws relating to the disposal of garbage; (c) ensure that the health, hygiene and comfort of an owner or occupier of any other lot is not adversely affected by their disposal of garbage.

[Clause 11, formerly by-law 12, renumbered as by-law 11 by No. 58 of 1995 s. 88(4); amended by No. 57 of 1997 s. 115(5); No. 30 of 2018 s. 109.]

12. Additional duties of owners and occupiers

An owner or occupier of a lot must not –

- (a) use the lot for a purpose that may be illegal or injurious to the reputation of the building; or
- (b) make undue noise in or about the lot or common property; or
- (c) keep animals on the lot or the common property after notice in that behalf given to that person by the council.

[Clause 12 inserted by No. 58 of 1995 s. 88(5); amended by No. 74 of 2003 s. 112(22); No. 30 of 2018 s. 110.]

13. Notice of alteration to lot

An owner of a lot must not alter or permit the alteration of the structure of the lot except as may be permitted and provided for under the Act and the by-laws and in any event must not alter the structure of the lot without giving to the strata company, not later than 14 days before commencement of the alteration, a written notice describing the proposed alteration.

[Clause 13 inserted by No. 58 of 1995 s. 88(5); amended by No. 30 of 2018 s. 111.]

14. Appearance of lot

An owner or occupier of a lot must not, without the written consent of the strata company, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

[Clause 14 inserted by No. 58 of 1995 s. 88(5); amended by No. 30 of 2018 s. 112.]

15. Decoration of, and affixing items to, inner surface of lot

An owner or occupier of a lot must not, without the written consent of the strata company, paint, wallpaper or otherwise decorate a structure which forms the inner surface of the boundary of the lot or affix locking devices, flyscreens, furnishings, furniture, carpets and other similar things to that surface, if that action will unreasonably damage the common property.

[Clause 15 inserted by No. 30 of 2018 s. 113.]

2022 General Conditions

JOINT FORM OF GENERAL CONDITIONS FOR THE SALE OF LAND

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1 Deposit

1.1 Payment

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

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

1.2 Deposit Holder - Stakeholder

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

1.3 Deposit - Proposed Scheme Lot

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

1.4 Deposit - Future Lot Contract

If the Contract is a Future Lot Contract:

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

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

1.5 Notice of non-payment

If the Buyer:

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

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

1.6 Termination for non-payment

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

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

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

1.7 Terms Contract and other right

Clauses 1.5 and 1.6 do not:

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

1.8 Direction to Deposit Holder

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

1.9 Investment of Deposit

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

1.10 Interest on Deposit

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

1.11 Payment of Deposit on Settlement

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

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

1.12 Deduction from Deposit

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

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

2 Encumbrance

2.1 Noted Encumbrance

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

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

2.2 Benefit of right over Land

If the Land is entitled to the benefit of a right over other land:

- (a) that benefit is not an Encumbrance; and
- (b) the Land is sold and transferred with that benefit.

2.3 Rate Encumbrance - Unpaid Rate Outgoing

- (a) Subject to subclause (b), if at Settlement the Land is subject to a Rate Encumbrance which arises from an Unpaid Rate Outgoing:
 - (1) if the Rate Encumbrance is registered on the Certificate of Title for the Land, the Seller must provide to the Buyer at Settlement any discharge, withdrawal or other document required to remove the Rate Encumbrance from the Certificate of Title for the Land;
 - (2) the Seller must arrange for the Unpaid Rate Outgoing to be paid at Settlement; and
 - (3) the Unpaid Rate Outgoing must be apportioned in accordance with clause 7.

- (b) If at Settlement the Land is subject to a Rate Encumbrance which arises from an Unpaid Rate Outgoing but the Rate Encumbrance is not registered on the Certificate of Title for the Land, then the Seller is not required to arrange for the Unpaid Rate Outgoing to be paid at Settlement if:
- (1) the Seller Representative has, not later than 3 Business Days before the Settlement Date, provided a written undertaking to the Buyer Representative to:
 - (A) deduct from the settlement proceeds due to the Seller or otherwise hold in trust an amount equal to the amount required to pay that Unpaid Rate Outgoing; and
 - (B) pay that amount to the relevant Authority immediately following Settlement; or
 - (2) the Buyer Representative has, not later than 3 Business Days before the Settlement Date, provided a written undertaking to the Seller Representative to:
 - (A) hold money in trust from the Buyer at Settlement equal to the amount which is required to pay that Unpaid Rate Outgoing; and
 - (B) pay to the relevant Authority immediately following Settlement, that Unpaid Rate Outgoing.
- (c) If subclause (b)(1) applies, the Seller is treated as having given an irrevocable authority and direction to the Seller Representative:
- (1) if applicable, to withhold the amount specified in subclause (b)(1) at Settlement; and
 - (2) to pay the Unpaid Rate Outgoing to the relevant Authority immediately after Settlement.
- (d) If subclause (b)(2) applies, the Buyer is treated as having given an irrevocable authority and direction to the Buyer Representative to pay the Unpaid Rate Outgoing to the relevant Authority immediately after Settlement.

2.4 Land sold subject to easement or restrictive covenant

If on the Contract Date:

- (a) the Land is subject to an easement or a restrictive covenant which is not a Specified Encumbrance;
- (b) the Land is not vacant land; and
- (c) the Land:
 - (1) includes a residence or other principal building which was used for a purpose before the Contract Date which use the Buyer would reasonably be expected to continue after Settlement; or
 - (2) was being used on the Contract Date for a purpose which the Buyer would reasonably be expected to continue after Settlement; and
- (d) the easement or restrictive covenant does not unreasonably affect the use specified in subclause (c)(1) or (c)(2),

the Land is treated as being sold subject to the easement or restrictive covenant and the Buyer has no right to terminate the Contract or to defer or delay Settlement as a result of the easement or restrictive covenant.

2.5 Land sold subject to Title Restriction

- (a) If:
 - (1) the Land is subject to a Title Restriction, which is not a Specified Encumbrance;
 - (2) the Land is vacant land; and
 - (3) the Buyer:
 - (A) was aware; or
 - (B) should reasonably have been aware,
 of the Title Restriction or the effect of the Title Restriction, before the Contract Date; and
 - (4) the Title Restriction does not:
 - (A) unreasonably affect the proposed use of the Property by the Buyer; or
 - (B) materially affect the value of the Property,
 the Buyer is treated as having agreed to buy the Property subject to the Title Restriction and the Buyer has no right to terminate the Contract or defer or delay Settlement as a result of the Title Restriction.
- (b) If:
 - (1) the Land is subject to a Title Restriction, which is not a Specified Encumbrance;
 - (2) the Land is not vacant land; and
 - (3) the Land:
 - (A) includes a residence or other principal building which was used for a purpose before the Contract Date, which use the Buyer would reasonably be expected to continue after Settlement; or
 - (B) was being used on the Contract Date for a purpose which the Buyer would reasonably be expected to continue after Settlement; and
 - (4) the Buyer:
 - (A) was aware; or
 - (B) reasonably should have been aware,
 of the Title Restriction or the effect of the Title Restriction before the Contract Date; and
 - (5) the Title Restriction does not unreasonably affect the use specified in subclause (b)(3),

the Land is treated as having been sold subject to the Title Restriction and the Buyer has no right to terminate the Contract or defer or delay Settlement as a result of the Title Restriction.

2.6 Land sold subject to Remediated Site Memorial

- (a) If:
 - (1) the Land is a Remediated Site;
 - (2) a Remediated Site Memorial has been lodged against the Certificate of Title for the Land; and
 - (3) the Remediated Site Memorial is not a Specified Encumbrance,
 subclauses (b) and (c) apply.
- (b) If:
 - (1) the Land is vacant land; and
 - (2) the Restricted Use related to the Remediated Site Memorial does not:
 - (A) unreasonably affect the proposed use of the Property by the Buyer; or
 - (B) materially affect the value of the Property,
 the Buyer is treated as having agreed to buy the Property subject to the Remediated Site Memorial and the Buyer has no right to terminate the Contract or defer or delay Settlement as a result of the Restricted Use or the Remediated Site Memorial.
- (c) If:
 - (1) the Land is not vacant land; and
 - (2) the Land:
 - (A) includes a residence or other principal building which was used for a purpose before the Contract Date which use the Buyer would reasonably be expected to continue after Settlement; or
 - (B) was being used on the Contract Date for a purpose which the Buyer would reasonably be expected to continue after Settlement; and
 - (3) the Restricted Use related to the Remediated Site Memorial does not unreasonably affect the use specified in subclause (c)(2),
 the Land is treated as having been sold subject to the Remediated Site Memorial and the Buyer has no right to terminate the Contract or defer or delay Settlement as a result of the Restricted Use or the Remediated Site Memorial.

2.7 Buyer right to terminate

- (a) If:
 - (1) the Land is subject to an easement, a restrictive covenant, a Remediated Site Memorial or a Title Restriction which is not a Specified Encumbrance; and
 - (2) the Land is not treated as being sold subject to the easement, restrictive covenant, Remediated Site Memorial or Title Restriction in accordance with clauses 2.4 to 2.6,
 the Buyer is entitled at any time up to 3 Business Days before the Settlement Date to terminate the Contract by giving Notice to the Seller.
- (b) If the Buyer fails to exercise the right to terminate within 3 Business Days before the Settlement Date in accordance with subclause (a), the Buyer loses the right to terminate under the Contract and at general law.
- (c) If the Buyer terminates the Contract in accordance with subclause (a):
 - (1) the Deposit and any other money paid by the Buyer under the Contract must be promptly repaid to the Buyer;
 - (2) if the Deposit has been invested by the Deposit Holder in accordance with clause 1.9, the Buyer is entitled to the interest on the Deposit;
 - (3) if any other money has been paid to the Deposit Holder by the Buyer, and invested by the Deposit Holder with a Deposit Financial Institution, the Buyer is entitled to the interest on that other money; and
 - (4) subject to subclauses (c)(1) to (c)(3), no Party has any claim or right of action against the other arising from the termination, except in respect to any matter which arose before the termination.

2.8 Security Interest

- (a) If requested by the Buyer in writing, the Seller must give to the Buyer a reasonable time before Settlement, all information including accurate copies of source documents contemplated by Schedule 1 Part 1 of the PPS Regs sufficient for the Buyer to determine whether the Property Chattels are subject to a security interest to which the PPSA applies.
- (b) The Buyer must keep any information and supporting documents provided by the Seller in accordance with clause 2.8(a) secure and confidential (to the extent the information is not publicly available) and only use that information to search the PPSR.
- (c) If any of the Property Chattels are:
 - (1) subject to a security interest to which the PPSA applies; and
 - (2) not property free of the security interest pursuant to Chapter 2 Part 2.5 of the PPSA,
 the Seller must:
 - (3) remove the security interest from the PPSR on or before the Settlement Date; or
 - (4) provide the Buyer a release of the security interest in a form acceptable to the Buyer (acting reasonably) on or before the Settlement Date; or
 - (5) otherwise deal with the security interest by written agreement with the Buyer.

3 Settlement

3.1 Preparation of Transfer

The Buyer must arrange for the Transfer to be prepared.

3.2 Delivery to Seller

The Buyer must:

- (a) sign the Transfer; and
- (b) deliver the Transfer to the Seller or the Seller Representative a reasonable time before the Settlement Date.

3.3 Duty

- (a) The Buyer must arrange for:
 - (1) Duty to be paid on the Contract; and
 - (2) the Transfer to be Duty Endorsed at Settlement or, if the Duty has been assessed through Revenue Online, a Certificate of Duty to be given at Settlement.
- (b) Following the delivery of the Transfer to the Seller or the Seller Representative in accordance with clause 3.2(b), the Seller must within a reasonable time sign the Transfer pending Settlement.
- (c) The Buyer must, on request by the Seller in writing, made not later than 20 Business Days after Settlement, provide to the Seller:
 - (1) an original of the Contract Duty Endorsed; or
 - (2) a photocopy of the Contract showing an endorsement as specified in subclause (c)(1),to enable the Seller to arrange for a duplicate of the Contract held by the Seller to be Duty Endorsed.
- (d) If the Buyer:
 - (1) provides to the Seller an original copy of the Contract Duty Endorsed; and
 - (2) requests the return of the Contract specified in subclause (d)(1),the Seller must, immediately after a duplicate of the Contract held by the Seller has been Duty Endorsed, return the copy of the Contract to the Buyer.
- (e) Subject to subclauses (g) to (i), the Buyer may make a request in writing to the Seller that:
 - (1) the Seller sign the Transfer; and
 - (2) the Seller Representative return the Transfer to the Buyer Representative,without payment by the Buyer of Duty on the Contract, and without the Transfer being Duty Endorsed, to be held by the Buyer Representative solely for:
 - (3) payment by the Buyer of Duty on the Contract before Settlement; and
 - (4) the Transfer being Duty Endorsed before and for the purpose of Settlement.
- (f) If Duty has been assessed and will be paid through Revenue Online:
 - (1) the Buyer may make a request in writing to the Seller that the Seller sign the Transfer; and
 - (2) if that request is made, the Seller must provide a copy of the Transfer signed by the Seller to the Buyer before the Settlement Date.
- (g) If the Seller provides the Transfer to the Buyer Representative in accordance with subclause (e) or (f):
 - (1) the Seller must provide the Transfer signed by the Seller to the Buyer Representative; and
 - (2) the Buyer is treated as having given unconditional undertakings to the Seller that the Buyer Representative must:
 - (A) hold the Transfer solely for the purpose of payment of Duty on the Contract, and for the Transfer to be Duty Endorsed for the purposes of Settlement; and
 - (B) promptly following a direction in writing by the Seller or the Seller Representative, deliver the Transfer to the Seller or the Seller Representative whether or not the Transfer has been Duty Endorsed.
- (h) If the Seller or the Seller Representative has provided the Transfer to the Buyer Representative in accordance with subclauses (e) and (g), the provision of the Transfer to the Buyer Representative is without prejudice to any right of the Seller arising from:
 - (1) any claim the Seller has or may have against the Buyer under clause 4 arising from a delay in Settlement; or
 - (2) without affecting subclause (h)(1), any default by the Buyer under the Contract.
- (i) If the Buyer Representative:
 - (1) is registered for Revenue Online; and
 - (2) has elected to have Duty on the Contract assessed and paid through Revenue Online,then:
 - (3) the Buyer must advise the Seller or the Seller Representative that the Buyer Representative has elected to have Duty on the Contract assessed and paid through Revenue Online;
 - (4) the Buyer must, within 5 Business Days after the Transaction Summary is generated, provide a copy of the Transaction Summary to the Seller or the Seller Representative; and
 - (5) on Settlement the Buyer must provide to the Seller or the Seller Representative a copy of the Certificate of Duty.

3.4 Place for Settlement

- (a) If the Contract specifies the time and place for Settlement, Settlement must take place at the time and place specified.
- (b) If the Contract does not specify the time for Settlement, the Buyer must specify the time for Settlement which must be during normal business hours on a Business Day.
- (c) If the Contract does not specify the place for Settlement, the Buyer must specify the place for Settlement which must be in the Perth CBD.

3.5 Completion of Settlement

Each Party must complete Settlement on:

- (a) the date for Settlement specified in the Contract; or
- (b) if no date for Settlement is specified in the Contract, the later of:
 - (1) the Business Day which is 25 Business Days after the Contract Date; and
 - (2) if the Contract is subject to a condition which, if not satisfied, will result in:
 - (A) termination of the Contract; or
 - (B) a Party being entitled to terminate the Contract,the Business Day which is 15 Business Days after the date on which the last condition is satisfied.

3.6 Balance of purchase price

- (a) The Buyer must on Settlement pay:
 - (1) to the Seller; or
 - (2) to any other person as the Seller or the Seller Representative has directed in writing not later than 2 Business Days before the Settlement Date,by 1 or more bank cheques:
 - (3) the balance of the Purchase Price; and
 - (4) any other money payable by the Buyer to the Seller at Settlement, less any deductions allowed under the Contract.
- (b) If there is a registered mortgage on the Land, the Seller must pay, or must request the Buyer to pay from the balance of the Purchase Price, the Landgate fee to register a discharge of the mortgage at Settlement.

3.7 Foreign Resident Withholding

- (a) This clause 3.7 applies (despite any other provision of the Contract) if:
 - (1) the market value of the Land is the Threshold Amount or more and the Seller does not provide a Clearance Certificate to the Buyer at least 2 Business Days before Settlement; or
 - (2) for any other reason the Buyer is obliged to pay a Withholding Amount to the Commissioner.
- (b) If this clause 3.7 applies:
 - (1) the Buyer must deduct the Withholding Amount from the Purchase Price and pay the Withholding Amount to the Commissioner by no later than Settlement; or
 - (2) if the Buyer provides to the Seller at Settlement:
 - (A) evidence from the Commissioner or the Australian Taxation Office that the Withholding Amount has been paid to the Commissioner; or
 - (B) a written undertaking from the Buyer Representative to pay the Withholding Amount to the Commissioner immediately following Settlement; or
 - (C) any other evidence relating to the payment of the Withholding Amount that is acceptable to the Seller,the Buyer is not required to pay that part of the Purchase Price to the Seller.
- (c) If subclause (b)(2)(B) applies, the Buyer is treated as having given an irrevocable authority and direction to the Buyer Representative to pay the Withholding Amount to the Commissioner immediately following Settlement.
- (d) Any Variation Notice not provided to the Buyer at least 2 Business Days before Settlement is to be disregarded for the purposes of determining the Withholding Amount.
- (e) If clause 3.12 applies, payment of the Withholding Amount under this clause 3.7 will be made as part of an 'Electronic Settlement'.

3.8 More than 3 Bank Cheques

If the Seller requires the Buyer to provide more than 3 Bank Cheques at Settlement, the Seller must pay to the Buyer at Settlement the additional bank fees incurred by the Buyer in order to obtain more than 3 Bank Cheques.

3.9 Settlement Cheque dishonoured

If a cheque provided by the Buyer at Settlement is dishonoured on presentation, the Buyer:

- (a) is in default; and
- (b) remains liable to pay to the Seller the amount of the cheque, together with interest on that amount at the Prescribed Rate:
 - (1) from and including the Settlement Date;
 - (2) to but excluding the date on which the Buyer pays that amount with interest to the Seller.

3.10 Seller obligation on Settlement

- (a) The Seller must at Settlement give the Buyer:
 - (1) subject to clause 3.11, the Duplicate Certificate of Title for the Land;
 - (2) the Transfer signed by the Seller;
 - (3) each other document, including:
 - (A) any transfer executed by a third party;
 - (B) every application, declaration and other document, necessary to enable the Buyer to become the registered proprietor of the Land free of any Encumbrance, other than:
 - (i) an Encumbrance specified in clauses 2.1(a) and 2.1(b); and
 - (ii) if applicable, an Encumbrance subject to which the Land is transferred in accordance with clause 2;
 - (4) all other documentation required to be delivered on Settlement including:
 - (A) any discharge or withdrawal of an Encumbrance which is required to be withdrawn or discharged on Settlement; and
 - (B) subject to subclause (b), the documentation specified in clauses 6.10 and 11.2;
- (b) If:
 - (1) possession of the Property has been given to the Buyer before Settlement; and
 - (2) the Seller has delivered the documentation specified in clause 6.10 to the Buyer on or after possession and before Settlement, the Seller has no obligation to deliver the documentation specified in clause 6.10 to the Buyer at Settlement.
- (c) If the Seller is required to deliver to the Buyer on Settlement a document as specified in subclause (3)(A), (3)(B) or (4)(B), the Seller must deliver to the Buyer a true copy of that document not later than 3 Business Days before the Settlement Date.
- (d) If the Seller is unable to transfer the Land to the Buyer free of Encumbrances, other than an Encumbrance specified in clause 2:
 - (1) the Seller is treated as being in default; and
 - (2) subject to clauses 23 and 24, the Buyer is entitled to exercise every right of the Buyer arising from that default.

3.11 No duplicate Certificate of Title

If a Duplicate Certificate of Title for the Land has not issued in accordance with Section 48B(1)(a) of the Transfer of Land Act, the Seller is not obliged to give the Duplicate Certificate of Title for the Land to the Buyer on Settlement under clause 3.10.

3.12 Electronic conveyancing

- (a) This clause 3.12 applies if:
 - (1) Landgate requires that the Contract is completed by an Electronic Settlement;
 - (2) the Contract specifies that there will be an Electronic Settlement; or
 - (3) the Parties agree to an Electronic Settlement.
- (b) Acceptance of an invitation to a Workspace by a Party is taken to be agreement for the purposes of subclause (a)(3).
- (c) If this clause 3.12 applies:
 - (1) it has priority over any other provision of the Contract to the extent of any inconsistency; and
 - (2) without limiting subclause (c)(1), any provision of the Contract requiring the physical preparation, signing, delivery or payment of anything that is dealt with digitally or electronically within or using the Workspace is amended accordingly.
- (d) Each Party must:
 - (1) be, or engage a Representative who is, a Subscriber;
 - (2) ensure that each other person for whom that Party is responsible and who is associated with the transaction is, or engages, a Subscriber;
 - (3) authorise their Representative to act on their behalf in the manner required by the ECNL; and
 - (4) conduct the transaction in accordance with the ECNL.
- (e) Unless Landgate requires that Settlement must be completed by an Electronic Settlement, and subject to subclause (g), a Party may elect not to proceed with an Electronic Settlement by giving written Notice to the other Party.
- (f) If a Withdrawal Notice is given, this clause 3.12 ceases to apply and Settlement is to be effected in accordance with the Contract otherwise than as an Electronic Settlement.
- (g) A Withdrawal Notice may not be given later than 5 Business Days before the Settlement Date unless Settlement cannot proceed as an Electronic Settlement. If a Withdrawal Notice is given less than 5 Business Days before the Settlement Date:
 - (1) the Withdrawal Notice must specify why Settlement cannot proceed as an Electronic Settlement; and
 - (2) at the written request of either Party, the Settlement Date may be extended to a date being not more than 5 Business Days after the date the Withdrawal Notice is given.
- (h) The Buyer or the Buyer Representative must:
 - (1) create a Workspace as soon as reasonably practicable;
 - (2) invite the Seller or the Seller Representative and any Financial Institution involved in the transaction to join the Workspace; and
 - (3) set the time for Settlement on the Settlement Date.

- (i) If the Buyer or the Buyer Representative fails to comply with subclause (h) within 10 Business Days before the Settlement Date, the Seller or the Seller Representative may:
 - (1) create a Workspace;
 - (2) invite the Buyer or the Buyer Representative and the relevant Financial Institutions to join the Workspace; and
 - (3) set the time for Settlement on the Settlement Date.
- (j) The Parties consent to written communications for the purposes of preparing for and facilitating Electronic Settlement being given and received electronically within the Workspace but not to any Notice being given in that manner.
- (k) Settlement occurs when the Workspace records that the exchange of funds or value (if any) between the Financial Institutions in accordance with the instructions of the Parties has occurred and the definition of 'Settlement' in clause 26.1 is amended accordingly.
- (l) Each Party must do everything reasonably necessary to:
 - (1) progress the transaction in the Workspace to Electronic Settlement on the Settlement Date at the time specified in the Workspace; and
 - (2) assist the other Party to trace and identify the recipient of any mistaken payment made under the Electronic Settlement and to recover the mistaken payment.
- (m) If Settlement in accordance with subclause (k) has not occurred by the Closing Time, the Parties must do everything reasonably necessary to effect Settlement:
 - (1) as an Electronic Settlement; or
 - (2) at the option of either Party, exercised by giving Notice to the other Party to that effect, otherwise than as an Electronic Settlement, on the next Business Day and time remains of the essence.
- (n) A Party is not in default under the Contract if:
 - (1) that Party is prevented from complying with an obligation because the other Party or the other Party's Financial Institution has not done something in the Workspace; or
 - (2) Electronic Settlement fails and does not occur by the Closing Time because a computer system of Landgate, the Office of State Revenue, the ELNO or the Reserve Bank of Australia is inoperative for any reason, but that Party must comply with that Party's obligations as soon as the event referred to in subclause (n)(1) or (n)(2) ceases to apply.
- (o) No Party may exercise any rights under the Contract or at law to terminate the Contract during the time that the Workspace is locked for Electronic Settlement.
- (p) Subject to subclause (m), nothing in this clause 3.12 affects the rights of a Party under the Contract if Settlement does not occur on or before the Settlement Date due to the delay or default by the other Party.
- (q) Each Party must pay that Party's own fees and charges for using the ELNO for Electronic Settlement.
- (r) In this clause 3.12:
 - (1) **Business Day** means any day except:
 - (A) a Saturday, Sunday or public holiday in Western Australia; or
 - (B) a public holiday on the same day in both of Victoria and New South Wales.
 - (2) **ECNL** means the Electronic Conveyancing National Law as adopted in Western Australia by the *Electronic Conveyancing Act 2014 (WA)*;
 - (3) **Electronic Settlement** means Settlement and the lodgment of the documents necessary to record the Buyer as registered proprietor of the Land facilitated by the ELNO;
 - (4) **ELNO** has the meaning set out in the ECNL;
 - (5) **Closing Time** means the time the ELNO usually closes for settlement transactions in Western Australia on the Settlement Date;
 - (6) **Subscriber** means a subscriber under the ECNL;
 - (7) **Withdrawal Notice** means a Notice given under clause 3.12(e); and
 - (8) **Workspace** means an 'Electronic Workspace' as defined in the participation rules made under the ECNL for the transaction within the ELNO.

4 Delay in Settlement

4.1 Buyer delay

- (a) If for any reason not attributable to the Seller, Settlement is not completed within 3 Business Days after the Settlement Date, the Buyer must pay to the Seller at Settlement interest on:
 - (1) the balance of the Purchase Price; and
 - (2) any other money payable at Settlement.
- (b) The right of the Seller to interest under this clause 4.1 is in addition to the entitlement of the Seller to Rent under clause 6.7.

4.2 Seller delay

- If for any reason attributable to the Seller, Settlement is not completed within 3 Business Days after the Settlement Date, the Seller must allow to the Buyer at Settlement, as a deduction from the Purchase Price, compensation equal to interest on:
- (a) the balance of the Purchase Price; and
 - (b) any other money payable at Settlement.

4.3 Interest or compensation

Interest payable under clause 4.1 and compensation allowable under clause 4.2 is to be calculated:

- (a) at the Prescribed Rate; and
- (b) from and including the Settlement Date to but excluding the date on which Settlement occurs,

and is treated as being in full satisfaction of any claim the Party claiming interest or compensation has against the other Party as a result of the delay in Settlement.

4.4 Seller ready, willing and able

- (a) If the Seller is not ready, willing and able to complete Settlement on the Settlement Date, the Seller is not entitled to interest under clause 4.1 until the Seller:
 - (1) is ready, willing and able to complete Settlement; and
 - (2) has given Notice of that fact to the Buyer.
- (b) If a Notice is given in accordance with subclause (a) within 3 Business Days after the Settlement Date, interest is calculated and payable from and including the Settlement Date to but excluding the date on which Settlement occurs.
- (c) If a Notice is given in accordance with subclause (a), later than 3 Business Days after the Settlement Date, interest is calculated and payable from and including the day on which the Notice is given up to but excluding the date on which Settlement occurs.

4.5 Buyer ready, willing and able

- (a) If the Buyer is not ready, willing and able to complete Settlement on the Settlement Date, the Buyer is not entitled to compensation under clause 4.2 until the Buyer:
 - (1) is ready, willing and able to complete Settlement; and
 - (2) has given Notice of that fact to the Seller.
- (b) If a Notice is given in accordance with subclause (a) within 3 Business Days after the Settlement Date, compensation is calculated and payable from and including the Settlement Date to but excluding the date on which Settlement occurs.
- (c) If a Notice is given in accordance with subclause (a) later than 3 Business Days after the Settlement Date, compensation is calculated from and including the day on which the Notice is given up to but excluding the date on which Settlement occurs.

4.6 Dispute – interest or compensation

- (a) If:
 - (1) the Interest Party claims that the Interest Default Party is liable to pay interest or compensation under clauses 4.1 to 4.5; and
 - (2) the Interest Default Party disputes the entitlement of the Interest Party to the interest or compensation,this clause 4.6 will apply.
- (b) Subject to subclause (h), and if the Interest Party requires the Interest Default Party to pay interest or compensation under clauses 4.1 to 4.5 at Settlement, the Interest Party must not later than 2 Business Days before Settlement serve an Interest Notice on the Interest Default Party setting out:
 - (1) the basis on which the claim for interest or compensation is made; and
 - (2) the amount claimed, which may include an amount to be calculated on a daily basis.
- (c) The Interest Default Party must pay the Interest Amount on Settlement to:
 - (1) the Representative of the Interest Party; or
 - (2) if the Interest Party has not appointed a Representative, then to the Representative of the Interest Default Party; or
 - (3) if subclauses (c)(1) and (c)(2) do not apply, then to the Interest Party, to be held by the Representative or the Interest Party subject to and for the purposes specified in this clause.
- (d) On the day which is 20 Business Days after Settlement, unless:
 - (1) the dispute has been resolved between the Parties; or
 - (2) court proceedings are Instituted by a Party to determine the dispute,the Representative who holds the Interest Amount must pay the Interest Amount to the Interest Party or, if applicable, the Interest Party may retain the Interest Amount.
- (e) If:
 - (1) court proceedings are Instituted by a Party as specified in subclause (d); or
 - (2) an agreement is reached between the Interest Party and the Interest Default Party with regard to the dispute,the Representative who holds the Interest Amount or, if applicable, the Interest Party must pay the Interest Amount, as applicable:
 - (3) as determined in accordance with the court proceedings; or
 - (4) in accordance with the agreement between the Parties.
- (f) If the Interest Default Party disputes the entitlement of the Interest Party to interest or compensation under clauses 4.1 to 4.5:
 - (1) that dispute does not affect the obligations of the Parties to proceed to Settlement; and
 - (2) subject to the obligation of the Interest Default Party to pay the Interest Amount on Settlement in accordance with this clause, the Parties must proceed to Settlement.

- (g) Each Party authorises a Representative who holds the Interest Amount under this clause to:
 - (1) pay; and
 - (2) otherwise deal with,the Interest Amount as specified in this clause.
- (h) This clause 4.6 does not affect the right of the Interest Party after Settlement to claim and, if appropriate, institute proceedings against the Buyer to recover, an amount of interest or compensation as specified in clauses 4.1 to 4.5.

4.7 Restriction on right in case of court proceeding

- (a) The right of a Party under this clause 4 to interest or compensation ceases from and including the date on which court proceedings are Instituted by a Party for:
 - (1) specific performance of the Contract; or
 - (2) a declaration that the Contract:
 - (A) has been terminated; or
 - (B) remains valid and enforceable; or
 - (3) any other order or declaration to the same or similar effect to an order or declaration as specified in subclause (a)(1) or (a)(2); or
 - (4) other relief based on the Contract having been terminated.
- (b) It is the intention of the Parties that if there is a delay in respect to Settlement, interest or compensation payable under this clause 4 represents the best estimate as to the damages sustained arising from the delay.
- (c) If court proceedings are Instituted by a Party in accordance with subclause (a), nothing in the Contract:
 - (1) restricts, limits or prejudices the entitlement of a Party to claim interest under an Act or by way of damages or compensation; or
 - (2) limits or otherwise affects the discretion of the court.

4.8 Right not affected

The rights of a Party under this clause 4 do not affect the rights of a Party under clause 24.

5 Inspection

5.1 Right to inspect

- (a) Subject to clause 5.2 and subclause (b):
 - (1) the Buyer is entitled to inspect the Property to check that the Seller has complied with the Seller's obligations under the Contract; and
 - (2) the Seller must grant access to the Property to enable the Buyer to inspect the Property for that purpose,on 1 occasion within 5 Business Days before the Possession Date.
- (b) If following an inspection under subclause (a) the Buyer identifies items that require rectification by the Seller under the Contract, the Buyer may give Notice of those items to the Seller following which:
 - (1) the Buyer is entitled to inspect the Property to check that the Seller has rectified those items; and
 - (2) the Seller must grant access to the Property to enable the Buyer to inspect the Property for that purpose,on 1 further occasion before the Possession Date.
- (c) The Buyer may be accompanied by 2 persons on an inspection.
- (d) If the Buyer is a corporation, the reference in this clause 5.1 and in clause 5.2 to the Buyer means a reference to a director, secretary or officer of the corporation or any other person nominated by the corporation.

5.2 Time for inspection

- (a) Subject to subclause (b), if the Buyer wishes to inspect the Property as specified in clause 5.1, the Buyer and the Seller must endeavour to agree the date and time for the inspection.
- (b) If the Buyer and the Seller do not reach agreement by 5 Business Days before the Settlement Date, the Buyer may by not less than 1 Business Day's Notice to the Seller or the Seller Agent specify the date and time for the inspection.
- (c) The inspection must be:
 - (1) on a Business Day; and
 - (2) at a time between 9.00am and 4.00pm.
- (d) Where the Buyer serves Notice under subclause (b) which complies with subclause (c), the Seller must permit the Buyer to inspect the Property at the time and on the date specified in that Notice.
- (e) This clause 5.2 applies in respect of each inspection to which the Buyer is entitled under clause 5.1.

6 Possession and Rent

6.1 Entitlement to possession

- (a) Subject to clauses 6.2 and 6.3, the Buyer is entitled to possession of the Property on the earlier of:
 - (1) the date for possession (if any) specified in the Contract; and
 - (2) Settlement.
- (b) Subject to clause 6.3, and without affecting the rights of the Buyer on possession, if the Property is not sold subject to a Lease:
 - (1) the Buyer is entitled to vacant possession of the Property; and
 - (2) the Seller must remove from the Property before the Possession Date, all vehicles, rubbish and chattels, other than the Property Chattels.

6.2 Early possession

If the Buyer is given possession of the Property before Settlement:

- (a) for a period of less than one month, then clauses 14.6 to 14.9 apply until Settlement; or
- (b) for a period of one month or longer, then:
 - (1) clauses 14.6 to 14.9 apply until Settlement subject to the Residential Tenancies Act; and
 - (2) the Parties must comply with the Residential Tenancies Act.

6.3 Principal residence – limited occupation right

- (a) If immediately before Settlement, the Seller occupies the Property as the Seller's principal place of residence, the Seller may, subject to clause 6.4, remain in occupation of the Property until 12 noon on the day immediately following Settlement.
- (b) If subclause (a) applies and the Seller remains in occupation of the Property in accordance with subclause (a):
 - (1) the Seller must entirely vacate the Property by 12 noon on the day immediately following Settlement; and
 - (2) the Buyer is entitled to possession, and the Seller must give to the Buyer possession, of the Property at 12 noon on the day immediately following Settlement.

6.4 Damage to Property

If clause 6.3 applies:

- (a) the Seller is responsible to the Buyer for damage caused to the Property between:
 - (1) Settlement; and
 - (2) possession of the Property being given to the Buyer under clause 6.3; and
- (b) if damage is caused to the Property between Settlement and possession, the Seller must pay to the Buyer the cost of repairing the damage immediately on request by the Buyer.

6.5 Keys and security devices

- (a) Subject to subclauses (b) to (d), the Seller must deliver the Access Device to the Buyer on the Possession Date.
- (b) If clause 6.3 applies, the Seller must, at the time of giving possession of the Property to the Buyer, deliver to the Buyer the Access Device.
- (c) If agreed by the Buyer, the Access Device may be delivered to, and be held by, the Seller Agent for delivery to the Buyer following Settlement.
- (d) If subclause (c) applies, the Seller:
 - (1) must deliver the Access Device to the Seller Agent at a time sufficient to enable the Seller Agent to comply with subclause (c); and
 - (2) is treated as having authorised and directed the Seller Agent to deliver the Access Device to the Buyer in accordance with subclause (c).

6.6 Lease Provisions apply

Clauses 6.7 to 6.10 inclusive apply if the Contract provides that the Property is sold subject to the Lease.

6.7 Rent

- (a) The Seller is entitled to all Rent up to and including the Possession Date.
- (b) The Buyer is entitled to all Rent from and including the day after the Possession Date.

6.8 Rent paid before Settlement

- (a) The Seller must pay to the Buyer at Settlement any Rent:
 - (1) to which the Buyer is entitled under clause 6.7; and
 - (2) which was paid to the Seller before the Possession Date.
- (b) The Seller is not obliged to pay to the Buyer on Settlement any Rent which was payable by a Tenant under a Lease but is unpaid on the Possession Date.

6.9 Rent received after Settlement

If after Settlement either Party is paid Rent to which the other Party is entitled, the Party receiving the money must pay the money to the Party entitled to it as soon as reasonably possible.

6.10 General provisions where property leased

If the Property is on the Possession Date subject to a Lease:

- (a) the Seller must deliver to the Buyer on the Possession Date:
 - (1) if the Lease is in writing, an original or true copy of the Lease showing signing by the Parties; and
 - (2) if the Lease is liable to be assessed for Duty, the original or a true copy of the Lease delivered by the Seller to the Buyer under subclause (a)(1), showing that the Lease has been Duty Endorsed; and
 - (3) if the Lease is an oral lease or tenancy agreement, a written memorandum setting out all relevant details applicable to the Lease which are applicable on the Possession Date; and
 - (4) a statement which shows:
 - (A) the Rent payable for the Rent Period during which the Possession Date occurs; and
 - (B) the amount paid by the Tenant before the Possession Date in respect to the Rent Period specified in subclause (a)(4)(A); and
 - (5) any Property Condition Report that has been prepared in respect to the premises the subject of the Lease; and

- (6) if the Tenant has provided a Tenant Bond under the Lease, the Tenant Bond and any interest which has accrued on the Tenant Bond:
 - (A) by payment of a Bank Cheque in favour of the Buyer for the amount of the Tenant Bond; or
 - (B) by the provision of documentation which will effect the transfer of the Seller's rights in respect to the Tenant Bond to the Buyer; and
- (7) a Notice signed by the Seller or the Seller Representative, addressed to each Tenant, in a form reasonably determined by the Seller:
 - (A) in which the Seller notifies the Tenant of the sale of the Property to the Buyer; and
 - (B) which directs the Tenant to pay all Rent as from the Possession Date to the Buyer or as otherwise directed by the Buyer in writing.
- (b) Subject to clause 6.9, if, on the Possession Date, Rent was due to the Seller and has not been paid by the Tenant:
 - (1) the Buyer assigns to the Seller the unpaid Rent;
 - (2) the Buyer must immediately on request by the Seller sign:
 - (A) a deed of assignment of that unpaid Rent in favour of the Seller; and
 - (B) a notice to the Tenant of the assignment, which deed and notice of assignment must be prepared by the Seller at the expense of the Seller; and
 - (3) the Seller may institute proceedings against the Tenant for the unpaid Rent.
- (c) If a person has:
 - (1) guaranteed the obligations of the Tenant under the Lease; and
 - (2) executed the Lease as a guarantor,the Seller is, unless the guarantee specifies otherwise, treated as having assigned to the Buyer the benefit of that guarantee.
- (d) If a person has:
 - (1) guaranteed the obligations of the Tenant under the Lease; and
 - (2) executed a guarantee document which is not included in the Lease,the Seller must deliver that guarantee document to the Buyer at the time specified in subclause (a) and, unless the guarantee document otherwise specifies, the Seller is treated as having assigned the benefit of the guarantee to the Buyer.
- (e) If subclause (d) applies and the guarantee document is liable to be assessed for Duty, the original or a true copy of the guarantee document delivered by the Seller to the Buyer under subclause (d) must show that the guarantee document has been Duty Endorsed.
- (f) If a guarantee as incorporated in a Lease or guarantee document provides that the guarantee is not capable of assignment, except with the approval of the guarantor, the Seller must on request by the Buyer cooperate with the Buyer in requesting the guarantor to grant approval for the assignment of the guarantee to the Buyer.
- (g) Any fee payable to a guarantor in relation to an assignment referred to in subclause (f) must be paid by the Buyer.

7 Outgoing

7.1 Seller and Buyer obligation

Subject to this clause 7:

- (a) the Seller must pay each Outgoing payable up to and including the Possession Date; and
- (b) the Buyer must pay each Outgoing payable from and including the day after the Possession Date.

7.2 Apportionment

Subject to this clause 7 an Outgoing must be apportioned under clause 7.1 and any amount payable by one Party to the other must be paid:

- (a) at Settlement; or
- (b) if the Contract is a Terms Contract, on the Possession Date; or
- (c) at a later time agreed by the Parties in writing.

7.3 Buyer not liable for Land Tax

The Buyer is not liable to pay any amount on account of Land Tax if the Property is at the Possession Date a residence which is capable of being used as a residence and for no other purpose.

7.4 Settlement Date 30 June

- (a) If:
 - (1) the Settlement Date is before or on 30 June; and
 - (2) Settlement does not occur before 5 pm on 30 June for a reason attributable to the Buyer,the Buyer must pay to the Seller any Land Tax assessed in respect to the Land as at midnight on 30 June calculated as if the Land is the only land owned by the Seller.
- (b) If:
 - (1) the Settlement Date is before or on 30 June;
 - (2) a separate Certificate of Title for the Land has been issued before 1 June;
 - (3) the Seller has given a Notice to the Buyer not later than 15 Business Days before the Settlement Date, that:
 - (A) the Seller is the registered proprietor of land other than the Land; and
 - (B) the Land and that other land are liable to Land Tax; and

- (4) Settlement does not occur before 5:00pm on 30 June for a reason attributable to the Buyer,

the Buyer must pay to the Seller at Settlement the Land Tax assessed in respect to the Land for the Financial Year which commences on 1 July following the date specified in subclause (b)(1).

- (c) Subject to subclause (d):
- (1) the Notice as specified in subclause (b)(3) may, subject to the Contract Date being before 1 June, be incorporated in the Contract; and
 - (2) if the Notice is incorporated in the Contract in accordance with subclause (c)(1), that Notice is treated as having been given in accordance with subclause (b)(3).
- (d) Subclause (c) does not apply unless before 1 June:
- (1) a separate Certificate of Title for the Land has issued; and
 - (2) the Buyer has been given Notice by the Seller of the issue of that separate Certificate of Title for the Land.

7.5 Land Tax - Subdivided Land

- (a) If on the Possession Date:
- (1) the Property is not a residence as described in clause 7.3; and
 - (2) the Land is the subject of a subdivision after the commencement of the Financial Year in which the Possession Date occurs,
- Land Tax will be apportioned as specified in subclause (b).
- (b) If subclause (a) applies, Land Tax is apportioned and payable as an Outgoing in accordance with clauses 7.1 and 7.2 on the basis that the Land Tax payable in respect to the Land is:
- (1) the same proportion as the area of the Land bears to the total area of the Subdivision Land; and
 - (2) the Subdivision Land is the only land owned by the Seller.

7.6 Land Tax general

- (a) If clause 7.3 applies, the Seller must pay all Land Tax assessed in respect to the Property.
- (b) Except as provided in clause 7.3, and subject to clauses 7.4 and 7.5, Land Tax must be apportioned:
- (1) as an Outgoing and paid as provided in clauses 7.1 and 7.2; and
 - (2) otherwise on the basis that the Land is the only land owned by the Seller.

7.7 Future Rate Outgoing

- (a) If at Settlement the Land will be subject to a Future Rate Outgoing:
- (1) the Seller must procure the Seller Representative to, not later than 3 Business Days before the Settlement Date, provide a written undertaking to the Buyer Representative that at Settlement, the Seller Representative will:
 - (A) hold in trust an amount, which must be specified in that undertaking, sufficient to pay the proportion of the Future Rate Outgoing which is payable by the Seller; and
 - (B) immediately after the assessment of the Future Rate Outgoing, pay the Seller's proportion of the Future Rate Outgoing to the relevant Authority; and
 - (2) the Buyer must procure the Buyer Representative to, not later than 3 Business Days before the Settlement Date, provide a written undertaking to the Seller Representative that at Settlement, the Buyer Representative will:
 - (A) hold in trust an amount specified by the Buyer Representative in that undertaking, which is sufficient to pay the proportion of the Future Rate Outgoing payable by the Buyer; and
 - (B) immediately after the assessment of the Future Rate Outgoing, pay the Buyer's proportion of the Future Rate Outgoing to the relevant Authority.
- (b) If there is a dispute as to the amount to be held by the Seller Representative and the Buyer Representative in accordance with subclause (a), that dispute must be determined by the Seller Agent.
- (c) If there is no Seller Agent, the amount to be held by the Seller Representative and the Buyer Representative must be determined by a Real Estate Agent appointed by the Buyer.
- (d) If the dispute is determined by the Seller Agent or a Real Estate Agent:
- (1) the Seller Agent or the Real Estate Agent must act as an expert and not as an arbitrator;
 - (2) the determination of the Seller Agent or the Real Estate Agent is final and binding on the Seller and the Buyer; and
 - (3) if any cost is payable to the Seller Agent or a Real Estate Agent for determining a dispute, as specified in subclause (b) and (c), that cost must be paid by the Buyer and the Seller in equal shares.
- (e) If subclause (a)(1) applies, the Seller is treated as having given to the Seller Representative an irrevocable authority and direction to hold and apply the relevant money in the manner specified in subclause (a)(1).
- (f) If subclause (a)(2) applies, the Buyer is treated as having given to the Buyer Representative an irrevocable authority and direction to hold and apply the relevant money in the manner specified in subclause (a)(2).

8 Risk

8.1 Passing of risk

Despite any rule of law or equity to the contrary, risk relating to the Property passes from the Seller to the Buyer at the time when the:

- (a) Purchase Price is paid in full; or
 - (b) Settlement occurs; or
 - (c) Buyer is given possession of the Property;
- whichever first occurs.

8.2 Damage or destruction

- (a) If the Property includes a building or other improvement which is:
- (1) destroyed; or
 - (2) partially damaged,
- before Settlement, subclause (b) applies.
- (b) If:
- (1) the building is a residence and is made substantially uninhabitable; or
 - (2) in any other case, a building or other improvement is made substantially unusable for the current use as at the Contract Date;
- clauses 8.3 to 8.7 apply.

8.3 Notice of damage or destruction

The Seller must, immediately following the damage or destruction referred to in clause 8.2, give Notice to the Buyer specifying:

- (a) full particulars of the damage or destruction;
- (b) that the Buyer may, within 15 Business Days of service of the Notice, terminate the Contract; and
- (c) that it is desirable for the Buyer to obtain legal advice following service of the Notice.

8.4 Right of Buyer to terminate

The Buyer may, within 15 Business Days of the service of Notice under clause 8.3, give Notice to the Seller that the Buyer has elected to terminate the Contract.

8.5 Right of Seller to terminate

- If:
- (a) clause 8.2 applies;
 - (b) the Seller has insured the building or improvement specified in clause 8.2 against damage or destruction;
 - (c) the Seller within 5 Business Days after the damage or destruction specified in clause 8.2, notifies the insurer of a claim for the loss arising from the damage or destruction;
 - (d) the Seller in notifying the claim in accordance with subclause (c), makes a request to the insurer that the insurer make a cash payment to the Seller in respect to the loss; and
 - (e) the insurer has not within 10 Business Days after notification or the lodgment of the claim by the Seller, whichever is the later, agreed in writing to provide a cash payment to the Seller to compensate the Seller for the loss,

the Seller may within 15 Business Days of the service of the Notice in accordance with clause 8.3, by Notice to the Buyer or the Buyer Representative, terminate the Contract.

8.6 Termination

- If:
- (a) the Buyer gives a Notice to the Seller in accordance with clause 8.4; or
 - (b) the Seller gives a Notice to the Buyer in accordance with clause 8.5,
- then
- (c) subject to subclauses (d) to (g), the Contract is terminated as from and including the date of service of that Notice;
 - (d) the Deposit, and any other money paid by the Buyer under the Contract, must be promptly repaid to the Buyer;
 - (e) if the Deposit has been invested by the Deposit Holder in accordance with clause 1.9, the Buyer is entitled to the interest on the Deposit;
 - (f) if any other money has been paid to the Deposit Holder by the Buyer, and invested by the Deposit Holder with a Deposit Financial Institution, the Buyer is entitled to the interest on that other money; and
 - (g) subject to subclauses (d) to (f), no Party has any claim or right of action against the other arising from the termination, except in respect to any matter which arose before the termination.

8.7 Right of Buyer to proceed

If the Buyer, within 15 Business Days of the service of Notice under clause 8.3:

- (a) gives Notice to the Seller that the Buyer intends to proceed with the Contract; or
 - (b) does not give a Notice under subclause (a) or clause 8.4,
- the Contract will, unless the Seller has given a Notice to the Buyer in accordance with clause 8.5, remain valid and enforceable, but clause 8.8 and 8.9 apply.

8.8 Reduction of Purchase Price

If clause 8.7 applies:

- (a) the Purchase Price is reduced by the amount of the reduction in value of the Property following the damage or destruction;

- (b) the amount of the reduction of the Purchase Price is, subject to this clause 8.8, the amount which is agreed in writing between the Seller and the Buyer within 30 Business Days of the date of service of the Notice under clause 8.3;
- (c) if the reduction of the Purchase Price is not agreed in writing between the Seller and the Buyer, the amount of the reduction of the Purchase Price must, subject to subclause (d), be determined by arbitration in accordance with clause 25.1; and
- (d) even if:
 - (1) the period specified in subclause (b) has expired; and
 - (2) arbitration proceedings have commenced under subclause (c),
 the Buyer and the Seller may at any time agree in writing the amount of the reduction of the Purchase Price.

8.9 Variation of Settlement Date

If the Contract proceeds in accordance with clause 8.7 the Settlement Date is the date which is 10 Business Days after the amount of the reduction of the Purchase Price has been:

- (a) agreed between the Buyer and the Seller; or
- (b) determined by arbitration.

9 Seller Representation and Warranty

9.1 As at Contract Date and Possession Date

Except to the extent disclosed in writing by the Seller to the Buyer before the Contract Date, or as otherwise specified in the Contract, the Seller represents and warrants to the Buyer on the Contract Date (and is taken to repeat those representations and warranties at the Possession Date) that:

- (a) the Seller does not know of:
 - (1) any demand, order, requisition or requirement relating to the Property which:
 - (A) has been made by an Authority and remains current; or
 - (B) which an Authority proposes to make;
 - (2) any proposal by an Authority:
 - (A) for the realignment, widening or alteration of the level of any road adjoining the Land; and
 - (B) which would be likely to materially affect the Land or the use of it;
 - (3) any obligation to pay money to an Authority in respect of:
 - (A) work performed or to be performed; or
 - (B) expenses incurred or to be incurred,
 by an Authority in relation to the Land;
 - (4) except in relation to a Scheme Lot, any sewer, drain, pipe, cable or other installation passing through the Land to provide services to other land;
 - (5) any obligation to:
 - (A) construct or repair; or
 - (B) contribute towards the cost of construction or repair of,
 a dividing fence between the Land and any adjoining land whether arising under the *Dividing Fences Act 1961* or otherwise; or
 - (6) any encroachment on the Land by a building or other structure on adjoining land;
- (b) no building or other structure on the Land encroaches on adjoining land;
- (c) as far as the Seller is aware, each dividing fence and wall is on the boundary of the Land;
- (d) the Seller:
 - (1) has good title to the Property Chattels; and
 - (2) is, or will be the sole owner of the Property Chattels;
- (e) except as otherwise specified in the Contract, the Property Chattels will be free of any Encumbrance;
- (f) subject to clause 6.1(b), the Property will be in the same state and condition it was in immediately before the Contract Date; and
- (g) as far as the Seller is aware:
 - (1) no person has any right arising from adverse possession;
 - (2) no public right of way or easement has been acquired by enjoyment or use; and
 - (3) no mining lease or licence has been issued under any Act, in respect to the Land.

9.2 Contract Date

Except as otherwise disclosed in writing by the Seller to the Buyer before the Contract Date, the Seller represents and warrants to the Buyer on the Contract Date that:

- (a) the Seller:
 - (1) has not received a notice of resumption of; and
 - (2) does not know of any intention to resume, the Land by an Authority; and
- (b) the use of the Property is lawful.

9.3 Breach or non-satisfaction of warranty

If the Seller is in breach of a representation or warranty in clause 9.1, 9.2 or 10.2, then, unless the Parties otherwise agree, the Buyer has no right to terminate the Contract or defer or delay Settlement or withhold any part of the Purchase Price, however:

- (a) if the breach unreasonably affects the proposed use of the Property by the Buyer or materially affects the value of the Property, the Buyer may exercise its rights arising at law; and

- (b) this clause does not limit any rights of a Party arising at law or elsewhere in the Contract, including any rights referred to in clause 10.3(b).

10 Strata or community title

10.1 When this clause applies

This clause 10 applies if the Land is a Scheme Lot.

10.2 Representation and Warranty

Except to the extent disclosed in writing by the Seller to the Buyer before the Contract Date, or as otherwise specified in the Contract, the Seller represents and warrants to the Buyer on the Contract Date (and is taken to repeat those representations and warranties at the Possession Date) that:

- (a) the Seller has paid:
 - (1) each Scheme Contribution levied by the Scheme Corporation in respect of the Scheme Lot except for any Scheme Contribution which is to be apportioned under clause 7.2 or 10.6;
 - (2) all other money due to the Scheme Corporation in consideration of any right or privilege granted by the Scheme Corporation in respect of the Scheme Lot;
 - (3) all money due to the Scheme Corporation for:
 - (A) work carried out by the Scheme Corporation in relation to the Scheme Lot; or
 - (B) the provision by the Scheme Corporation of an amenity or service to the Scheme Lot or to the proprietor or occupier of the Scheme Lot;
 - (4) any other money due by the Seller to the Scheme Corporation; and
 - (5) all interest due to the Scheme Corporation on the money specified in subclauses (a)(1), (a)(2), (a)(3) and (a)(4);
- (b) no administrator of the Scheme Corporation has been appointed;
- (c) except for anything:
 - (1) apparent on an inspection of the Scheme Lot and the parcel of which it forms part; or
 - (2) registered or recorded on the Scheme Plan; or
 - (3) specified in the by-laws of the Strata/Community Scheme,
 the Seller does not know of anything which will materially affect the Buyer's use or enjoyment of the Scheme Lot or of the common property comprised in the Strata/Community Scheme;
- (d) the Seller does not know of any proposal or application to terminate the Strata/Community Scheme;
- (e) the Seller does not know of any current, proposed or pending proceeding or application in relation to the:
 - (1) Strata/Community Scheme;
 - (2) Scheme Corporation; or
 - (3) Scheme Lot,
 in a court or tribunal;
- (f) the Seller does not know of any judgment or order of the State Administrative Tribunal, a court, or other relevant tribunal or judicial or administrative body in respect to the:
 - (1) Scheme Corporation;
 - (2) Strata/Community Scheme; or
 - (3) Scheme Lot,
 which has not been satisfied or complied with;
- (g) other than changes recorded on the Scheme Plan, no change to the by-laws of the Strata/Community Scheme has been:
 - (1) voted on by the Scheme Corporation; or
 - (2) ordered by a court or tribunal;
- (h) no money is owing to the Scheme Corporation for work carried out by the Scheme Corporation in relation to the Scheme Lot;
- (i) the Seller does not know of any change which:
 - (1) has been made; or
 - (2) is proposed,
 to the by-laws of the Strata/Community Scheme other than changes recorded on the Scheme Plan;
- (j) the Seller does not know of any action taken or any proposal to:
 - (1) vary the schedule of unit entitlement recorded on the Scheme Plan;
 - (2) grant, vary or surrender any easement or restrictive covenant affecting the Scheme Lot or any other part of the parcel;
 - (3) transfer, lease, licence or resume any part of the Scheme Lot or the common property;
 - (4) take a lease of land outside the parcel;
 - (5) obtain, vary or surrender a lease of land outside the parcel; or
 - (6) obtain an expenditure approval under Section 102(6)(b) of the Strata Titles Act;
- (k) the Seller does not know of any proposal by the Scheme Corporation to pass any resolution which will:
 - (1) adversely affect the use and enjoyment by the Buyer of the Scheme Lot or of the common property; or
 - (2) increase any Outgoing in respect to the Scheme Lot;
- (l) the information referred to in Section 156 of the Strata Titles Act or Section 130 of the Community Titles Act and provided to the Buyer by or on behalf of the Seller is correct; and
- (m) the Seller does not know of any fact or circumstance which may result in:
 - (1) proceedings in the State Administrative Tribunal; or
 - (2) proceedings before a court,
 being instituted against the registered proprietor of the Scheme Lot in respect to any matter relating to:

- (3) the common property;
- (4) the Scheme Lot; or
- (5) any action or liability arising under, or referred to in, Section 103 of the Strata Titles Act or Section 88 of the Community Titles Act.

10.3 Indemnity by Seller and right of Buyer

- (a) Except for a matter in respect to which the Buyer has agreed in writing to be bound, the Seller indemnifies and agrees to indemnify the Buyer against any Loss the Buyer may suffer or incur as a result of a breach by the Seller of a representation or warranty in clause 10.2:
 - (1) as the registered proprietor of the Scheme Lot; and
 - (2) which arises from a fact or circumstance which occurs before the Possession Date.
- (b) The right of the Buyer to terminate the Contract under Part 10 of the Strata Titles Act or Part 10 of the Community Titles Act:
 - (1) does not affect; and
 - (2) is in addition to,
 every other right of the Buyer arising from the default of the Seller under the Contract.

10.4 Voting

On and from the Contract Date until the Buyer becomes registered as the proprietor of the Scheme Lot:

- (a) the Seller must:
 - (1) immediately notify the Buyer if the Seller becomes aware of any proposal for members of the Scheme Corporation to vote on a resolution in respect to the Scheme Corporation; and
 - (2) provide a copy of the proposed resolution to the Buyer;
- (b) the Seller must, if required by the Buyer by Notice, vote in the manner directed by the Buyer in respect to any resolution proposed to be passed by the members of the Scheme Corporation;
- (c) if a section 102(6)(b) Strata Notice is given to each proprietor in the Strata Titles Scheme:
 - (1) the Seller must immediately give Notice to the Buyer of:
 - (A) the Section 102(6)(b) Strata Notice;
 - (B) the date of service of the Section 102(6)(b) Strata Notice; and
 attach to the Notice from the Seller a copy of the Section 102(6)(b) Strata Notice;
 - (2) the Buyer may, following the service of the Notice under subclause (c)(1), serve a Notice on the Seller directing the Seller to notify the council of the Scheme Corporation that the Seller objects to the expenditure specified in the Section 102(6)(b) Strata Notice; and
 - (3) if the Buyer gives a Notice to the Seller in accordance with subclause (c)(2), the Seller must immediately notify the council of the Scheme Corporation that the Seller objects to the expenditure specified in the Section 102(6)(b) Strata Notice;
- (d) the Seller must not, and must ensure that any mortgagee of the Scheme Lot does not, without the prior approval in writing of the Buyer:
 - (1) propose; or
 - (2) vote in favour of,
 any resolution of the Scheme Corporation; and
- (e) the Seller must ensure that any mortgagee of the Scheme Lot does not, without the prior approval in writing of the Buyer, vote in favour of any proposed expenditure referred to in a Section 102(6)(b) Strata Notice.

10.5 Scheme Corporation application

- (a) Subject to subclause (b), the Seller authorises the Buyer and the Representative of the Buyer to make application to the Scheme Corporation in respect to the:
 - (1) information;
 - (2) documents to be inspected; and
 - (3) certificates,
 specified in Section 107 of the Strata Titles Act or Section 94 of the Community Titles Act.
- (b) Subject to the Scheme Corporation requiring payment, the Buyer must pay to the Scheme Corporation the fee prescribed by the Strata Regulations or the Community Regulations in connection with any application made in accordance with subclause (a).

10.6 Apportionment of Reserve Fund Contribution

- (a) This clause 10.6 applies if, on or before the Settlement Date, the Scheme Corporation has levied a Reserve Fund Contribution in respect to the Scheme Lot.
- (b) If an instalment of a Reserve Fund Contribution is payable in a Financial Year before the Financial Year in which the Settlement Date occurs, the Seller must pay that instalment.
- (c) If:
 - (1) the whole of the Reserve Fund Contribution is; or
 - (2) any instalments of the Reserve Fund Contribution are,
 payable in the Financial Year in which the Settlement Date occurs, then the whole of the Reserve Fund Contribution or those instalments of the Reserve Fund Contribution will be apportioned between the Seller and the Buyer as if the Reserve Fund Contribution is an Outgoing for the purposes of clauses 7.1 and 7.2 for that Financial Year.
- (d) If any instalment of the Reserve Fund Contribution is payable in a Financial Year after the Financial Year in which the Settlement Date occurs, the Buyer must pay that instalment.

- (e) If after the Settlement Date and in a Financial Year in which the Settlement Date occurs, a Reserve Fund Contribution is levied in respect of the Scheme Lot:
 - (1) there will be no adjustment of that Reserve Fund Contribution; and
 - (2) the Buyer must pay that Reserve Fund Contribution.

10.7 Property included

- (a) The Property includes:
 - (1) the share of the Seller in the common property comprised in the Scheme Plan; and
 - (2) the benefit of any lease, licence, right or special privilege in respect to the common property and which is granted to the proprietor of the Scheme Lot and which attaches to the Scheme Lot.
- (b) The Property is sold subject to every lease, licence, right or special privilege granted to a third party in respect of the common property.

10.8 Interests notified

Without affecting any other provision of this clause 10, the Seller sells the Land subject to the interests registered and notifications recorded on the Scheme Plan on the Contract Date.

11 Electricity/Underground Power

11.1 Land not connected to electricity supply

If before the Contract Date the Land has not been connected to the electricity supply the Buyer is responsible at the Buyer's expense for the connection of the Land to the electricity supply.

11.2 Electricity Scheme Agreement

- (a) This clause 11.2 applies if, on the Contract Date:
 - (1) the Property has been connected to the electricity supply under the Electricity Extension Scheme; and
 - (2) the Seller is a party to the Electricity Scheme Agreement in relation to the Property.
- (b) The Seller must, a reasonable time before the Settlement Date, arrange for Western Power to prepare and deliver to the Buyer the standard form Western Power documentation under which:
 - (1) the Seller is released from obligation under the Electricity Scheme Agreement; and
 - (2) the Buyer becomes liable for all obligations under the Electricity Scheme Agreement.
- (c) The documentation specified in subclause (b) must be executed as appropriate by the Seller and the Buyer not later than 3 Business Days before the Settlement Date.
- (d) The Seller must, before Settlement, pay to Western Power each:
 - (1) capital contribution; and
 - (2) electricity supply and other charge,
 payable to Western Power under the Electricity Scheme Agreement up to the Settlement Date and provide evidence to the Buyer at Settlement of compliance with this subclause (d).
- (e) The Seller, if entitled to a refund of part or all of the capital contributions paid under the Electricity Scheme Agreement waives absolutely all right to receive a refund of any capital contribution which may become payable by Western Power in the future.
- (f) If there is any refund of any capital contribution paid to Western Power under the Electricity Scheme Agreement that refund of capital contribution belongs absolutely to the Buyer.
- (g) The Seller must deliver the documentation specified in subclauses (b) and (c) to the Buyer on Settlement.
- (h) Immediately following Settlement the Buyer must lodge the documentation specified in subclauses (b) and (c) with Western Power.

11.3 Cost of Electricity Scheme Agreement documentation

The Seller must pay all legal and other costs incurred in preparing the documentation specified in clause 11.2.

11.4 Underground power

If before the Contract Date an Authority has determined that underground power will be installed or, underground power has been installed:

- (a) in the area within which the Land is situated; and
 - (b) the Land is required to be, or has been connected to the underground power supply,
- clauses 11.5 and 11.6 apply.

11.5 Underground power rate payable by Buyer

If:

- (a) clause 11.4 applies; and
- (b) the Authority has not before the Contract Date prescribed:
 - (1) an Underground Power Rate; and
 - (2) the manner in which the Underground Power Rate must be paid, the Buyer must pay the Underground Power Rate.

11.6 Underground power rate payable by Seller

If:

- (a) clause 11.4 applies; and
- (b) the Authority has before the Contract Date prescribed:
 - (1) an Underground Power Rate; and

- (2) the manner of payment of the Underground Power Rate, the Seller must:
- (3) before Settlement pay the Underground Power Rate to the Authority and provide proof of payment before or at Settlement; or
- (4) on Settlement:
 - (A) pay the Underground Power Rate to the Buyer on the basis that the Buyer must pay the Underground Power Rate to the Authority; or
 - (B) secure payment of the Underground Power Rate in a manner acceptable to the Buyer.

12 Sewer/Septic Tank

12.1 Property connected

- (a) If on the Contract Date:
 - (1) the Land is connected to a Water Corporation sewer; but
 - (2) any amount remains unpaid or becomes payable after Settlement for that connection (whether under a Water Corporation loan agreement or otherwise),
 the Seller must pay that amount:
 - (3) to the Water Corporation before Settlement and provide evidence of payment to the Buyer at Settlement; or
 - (4) to the Buyer at Settlement.
- (b) If the amount as specified in subclause (a) is paid to the Buyer at Settlement, the Buyer must pay that amount to the Water Corporation immediately following Settlement.
- (c) If the amount as specified in subclause (a) is paid to the Buyer Representative at Settlement:
 - (1) the Buyer Representative must pay that amount to the Water Corporation immediately following Settlement; and
 - (2) the Buyer irrevocably authorises and directs the Buyer Representative to pay the relevant amount to the Water Corporation in accordance with subclause (c)(1).

12.2 Land not connected

- If on the Contract Date:
- (a) the Land is not connected to a Water Corporation sewer; and
 - (b) whether or not the Water Corporation has issued a notice requiring the Land to be connected to a Water Corporation sewer,
- the Buyer is solely responsible for the connection of the Land to a Water Corporation sewer.

12.3 Decommissioning of Septic Tank

- If on the Contract Date:
- (a) there is a septic tank on the Land; and
 - (b) the septic tank has not been decommissioned,
- the Buyer is solely responsible for decommissioning the septic tank.

13 Subdivision

13.1 When this clause applies

- (a) Subject to subclause (b), this clause 13 applies only if the Land is not a Lot on the Contract Date.
- (b) If the Land is a Proposed Strata Lot or a Proposed Community Lot, only clauses 13.6, 13.7, 13.8 and 13.10 apply unless the Contract is also a Future Lot Contract, in which case clause 13.9 also applies.

13.2 Contract conditional

- (a) The Contract is conditional on:
 - (1) an application for the subdivision of the Subdivision Lot from the Original Land being lodged with the Planning Commission within 3 months after the Contract Date; and
 - (2) the Planning Commission granting approval for the subdivision of the Subdivision Lot from the Original Land within 6 months after the Contract Date, or any longer period as specified in:
 - (A) the Contract;
 - (B) a subsequent agreement in writing between the Parties.
- (b) Subject to clause 13.5, if the Planning Commission grants approval for subdivision subject to a condition, the Planning Commission will be treated as having granted approval for subdivision for the purposes of subclause (a)(2).
- (c) If a condition specified in subclause (a) is not satisfied, the Contract terminates:
 - (1) at midnight on the date when the relevant period in subclause (a) expires; and
 - (2) without the requirement for either Party to give to the other a Notice of Termination.

13.3 Further condition for subdivision

- (a) The Contract is also conditional on:
 - (1) the Planning Commission endorsing approval on a Subdivision Plan within 12 months after approval for subdivision by the Planning Commission; and
 - (2) the Subdivision Plan being In Order for Dealing within 3 months after the date of endorsement of approval by the Planning Commission in accordance with subclause (a)(1).

- (b) Each period specified in subclause (a) is, if applicable, extended as specified in:
 - (1) the Contract; or
 - (2) a subsequent agreement in writing between the Parties.
- (c) If the conditions specified in subclause (a) are not satisfied:
 - (1) either Party may at any time prior to the relevant condition being satisfied, elect by Notice to the other Party to terminate the Contract; and
 - (2) if Notice terminating the Contract has been given under subclause (c)(1), the Contract terminates on the date of service of the Notice.

13.4 Application and Subdivision Plan

- (a) The Seller must, if the Seller has not already done so, lodge an application with the Planning Commission for the subdivision of the Subdivision Lot from the Original Land, within 15 Business Days after the Contract Date.
- (b) Following the lodgment of the application in accordance with subclause (a), the Seller must use reasonable endeavours to:
 - (1) obtain the approval of the Planning Commission to the subdivision of the Subdivision Lot from the Original Land; and
 - (2) subject to the approval of the Planning Commission to the subdivision, arrange for preparation of a Subdivision Plan including the Subdivision Lot, and for the Subdivision Plan to be:
 - (A) lodged at Landgate; and
 - (B) endorsed as In Order for Dealing, as soon as practicable.
- (c) Following the determination of the application for subdivision by the Planning Commission, the Seller must, within 10 Business Days after:
 - (1) the approval of the Planning Commission for subdivision; or
 - (2) the refusal of the Planning Commission to grant approval for subdivision,
 give Notice to the Buyer of the determination of the Planning Commission and provide a copy of the determination of the Planning Commission to the Buyer.
- (d) The Seller must also on request by the Buyer:
 - (1) advise the Buyer of progress relating to the application to the Planning Commission for subdivision; and
 - (2) provide to the Buyer a copy of the determination of the Planning Commission in respect to an application for subdivision unless the Seller has already done so.

13.5 Unacceptable condition or requirement imposed by Planning Commission

- (a) If the Planning Commission grants approval for the subdivision of the Lot from the Original Land subject to a condition or requirement which either the Seller or the Buyer, acting reasonably:
 - (1) is unwilling to comply with; or
 - (2) considers to be prejudicial,
 the Party who:
 - (A) would be bound to comply with the condition or requirement; or
 - (B) is prejudiced by the condition or requirement,
 may within 15 Business Days of being notified of the condition or requirement, elect by Notice to the other Party to terminate the Contract.
- (b) If Notice terminating the Contract has been given under subclause (a), the Contract terminates on the date of service of the Notice.
- (c) The reference in subclause (a) to a condition or requirement of the Planning Commission includes a condition or requirement imposed by the Planning Commission that is subject to the satisfaction of a condition or requirement of an Authority other than the Planning Commission and:
 - (1) subclause (a) applies to the condition or requirement imposed by the other Authority;
 - (2) the Seller must use reasonable endeavours to obtain the approval of the other Authority; and
 - (3) if the other Authority imposes a condition or requirement, the Seller must within 10 Business Days of being notified of the condition or requirement:
 - (A) give Notice to the Buyer of the condition or requirement of the other Authority; and
 - (B) provide a copy of the condition or requirement to the Buyer.
- (d) The Seller must on request by the Buyer:
 - (1) advise the Buyer of progress relating to the satisfaction of a condition or requirement imposed by the Planning Commission or the other Authority; and
 - (2) provide to the Buyer a copy of the condition or requirement of the Planning Commission or the other Authority unless the Seller has already done so.

13.6 Proposed Strata Lot or Proposed Community Lot

If the Subdivision Lot is a Proposed Strata Lot or a Proposed Community Lot, the Seller must use best endeavours to arrange for the Subdivision Plan, being a Scheme Plan, to be registered at Landgate within the period specified or referred to in Section 163(3)(b) of the Strata Titles Act or Section 137(3)(b) of the Community Titles Act (as applicable).

13.7 Strata Lot – obligation to construct development

If the Contract includes an obligation for the Seller to construct a building or other improvement in connection with the sale of a Proposed Strata Lot or a Proposed Community Lot to the Buyer, the Seller must as soon as practicable:

- (a) undertake the construction of the building or improvement:
 - (1) in a proper and workmanlike manner; and
 - (2) in accordance with any plans or specifications which are attached to, or incorporated in, the Contract; and
- (b) if on the Contract Date construction has not commenced:
 - (1) commence construction after the Contract Date or on any date specified in the Contract; and
 - (2) following commencement of construction, cause:
 - (A) construction to proceed; and
 - (B) the construction of the building or other improvement to be completed.

13.8 Issue of title – Settlement Date

- (a) As soon as practicable after the Subdivision Plan is In Order for Dealing, the Seller must:
 - (1) apply for, and arrange for the issue of, a separate Certificate of Title for the Subdivision Lot; and
 - (2) notify the Buyer in writing, as soon as practicable after a separate Certificate of Title has been issued for the Subdivision Lot.
 - (b) Unless otherwise provided in the Contract, the Settlement Date is the date which is:
 - (1) 15 Business Days after the Seller notifies the Buyer that a separate Certificate of Title has issued for the Subdivision Lot; or
 - (2) if:
 - (A) the Buyer is aware that a separate Certificate of Title has been issued for the Lot; and
 - (B) the Buyer has notified the Seller that the Buyer is aware that a separate Certificate of Title has issued for the Lot,
- 15 Business Days after the Buyer has so notified the Seller.

13.9 Future Lot Contract

- (a) If the Contract is a Future Lot Contract:
 - (1) the Contract is conditional on the Seller being entitled to become the proprietor of the Subdivision Lot, Proposed Strata Lot or Proposed Community Lot within the period referred to in Section 13B of the Sale of Land Act; and
 - (2) the Seller must comply with the Sale of Land Act including:
 - (A) providing the required statutory warning (Section 13C of the Sale of Land Act);
 - (B) using reasonable endeavours to obtain approvals and lodge plans, and giving information to the Buyer (Section 13G of the Sale of Land Act); and
 - (C) notifying the Buyer within 10 Business Days of the condition in clause 13.9(a)(1) being satisfied (Section 13H of the Sale of Land Act).
- (b) If the Contract is terminated by the Buyer as a result of the condition in clause 13.9(a)(1) not being satisfied or under the Sale of Land Act, clause 13.10 applies.
- (c) This clause 13.9 and the Sale of Land Act have priority over any other provision of the Contract to the extent of any inconsistency.

13.10 Consequences of termination of Contract

If the Contract terminates:

- (a) under clause 13.2(c);
 - (b) under clause 13.3(c);
 - (c) under clause 13.5(b);
 - (d) as a result of the a Scheme Plan not being registered at Landgate in accordance with clause 13.6; or
 - (e) as a result of the condition in clause 13.9(a)(1) not being satisfied or under the Sale of Land Act,
- then:
- (f) the Deposit and any other money paid by the Buyer under the Contract, must be promptly repaid to the Buyer;
 - (g) if the Deposit has been invested by the Deposit Holder in accordance with clause 1.9, the Buyer is entitled to the interest on the Deposit;
 - (h) if any other money has been paid to the Deposit Holder by the Buyer, and invested by the Deposit Holder with a Deposit Financial Institution, the Buyer is entitled to the interest on that other money; and
 - (i) subject to subclauses (f) to (h), no Party has any claim or right of action against the other arising from the termination, except in respect to any matter which arose before the termination.

14 Terms contract

14.1 When this clause applies

This clause 14 applies if the Contract is a Terms Contract but clauses 14.6 to 14.10 only apply if the Buyer is given possession of the Property before Settlement.

14.2 Right to pay Purchase Price

Subject to the Buyer giving not less than 10 Business Days prior notice in writing to the Seller, the Buyer may pay the full balance of the Purchase Price at any time earlier than the time for payment specified in the Contract.

14.3 Right to pay instalment of Purchase Price

- (a) Subject to subclauses (b) and (c), the Buyer may at any time pay to the Seller part of the Purchase Price outstanding.

- (b) Unless a payment in accordance with subclause (a) is the whole of the balance of the Purchase Price outstanding, any payment made in accordance with subclause (a), must be in the sum of \$1,000, or a multiple of \$1,000.
- (c) Any payment made in accordance with subclause (a) will:
 - (1) be treated as payment of the last instalment or instalments of the Purchase Price due under the Contract; and
 - (2) not affect the obligation of the Buyer to pay the next instalment of the Purchase Price on the due date for payment.

14.4 Obligation to pay balance of Purchase Price

- (a) If the Buyer fails:
 - (1) to pay any instalment of the Purchase Price due under the Contract, on the due date for payment; and
 - (2) to pay the instalment specified in subclause (a)(1), within the time specified in a Notice served on the Buyer under subclause (b),
- the whole of the balance of the Purchase Price, and all other money due under the Contract, is immediately due and payable by the Buyer to the Seller.
- (b) If the Buyer has failed to pay an instalment of the Purchase Price on the due date the Seller may serve Notice on the Buyer. The Notice must:
 - (1) specify particulars of the instalment of the Purchase Price which has not been paid on the due date; and
 - (2) require the Buyer to pay the instalment specified in subclause (b)(1) within the time specified in the Notice being not less than 10 Business Days after the service of the Notice.

14.5 Right to pay mortgagee

If the Land is subject to a mortgage:

- (a) subject to subclause (b), the Buyer may pay any instalment of the Purchase Price due under the Contract, to the mortgagee under the mortgage, in reduction of the amount owed under the mortgage;
- (b) the Buyer must give Notice to the Seller of any payment made by the Buyer in accordance with subclause (a);
- (c) an amount paid by the Buyer under subclause (a) is treated as payment of the instalment of the Purchase Price next due to be paid by the Buyer under the Contract;
- (d) the Seller authorises the Buyer to:
 - (1) obtain information from the mortgagee as to the amount owed under the mortgage; and
 - (2) pay any amount to the mortgagee, in reduction of the amount owing under the mortgage; and
- (e) the Seller authorises the mortgagee to:
 - (1) provide any information requested by the Buyer; and
 - (2) accept any amount paid by the Buyer in reduction of the account owing under the mortgage.

14.6 Insurance

- (a) The Buyer must from and including the Possession Date take out and maintain with an insurer authorised to operate under the Insurance Act in the names of:
 - (1) the Buyer;
 - (2) the Seller; and
 - (3) any mortgagee of the Land,
- for their respective rights and interests, the insurance specified in subclause (b).
- (b) The insurance required to be taken out and maintained under subclause (a) is:
 - (1) insurance in respect to each building and other improvement on the Land for full replacement value against damage or destruction by fire, storm, tempest, earthquake and any other risk as reasonably determined by the Seller of which Notice is given to the Buyer; and
 - (2) public liability insurance in respect to:
 - (A) the death or injury of a natural person; or
 - (B) damage to or destruction of property of other persons, in respect of any one incident, in the sum of \$20 million or any greater amount reasonably required by the Seller.
 - (c) The Buyer must:
 - (1) provide to the Seller a copy of each policy of insurance taken out in accordance with subclauses (a) and (b);
 - (2) not alter or vary the insurance taken out under subclauses (a) and (b), without prior written notification to the Seller and in the event of the substitution or variation of any insurance taken out, comply with subclauses (a), (b) and (c)(1); and
 - (3) provide proof to the Seller that the insurance is current.
 - (d) If the Buyer fails to:
 - (1) take out insurance as required under subclauses (a) and (b); or
 - (2) provide proof to the Seller that the insurance is current,
- the Seller may, without notice to the Buyer, and without being obliged to do so, take out and maintain the insurance required in accordance with subclauses (a) and (b).
- (e) If the Seller takes out and maintains insurance in accordance with subclause (d) the Buyer must pay to the Seller on demand:
 - (1) all cost incurred by the Seller in taking out and maintaining the insurance; and

- (2) interest, on that amount at the Prescribed Rate, from the date each cost was incurred, up to and including the date on which each cost, together with interest, is repaid to the Seller.
- (f) The rights of the Seller under subclause (d) do not affect the rights of the Seller arising on default, and in particular, under clause 24.

14.7 Insurance – Scheme Lot

- (a) Clause 14.6 does not apply if:
 - (1) the Property is a Scheme Lot; and
 - (2) the Buyer provides proof to the Seller that as at the Possession Date, the Scheme Corporation has taken out and is maintaining insurance in respect to each risk and for the liability specified in clause 14.6(b).
- (b) If subclause (a) applies, the Buyer must:
 - (1) if required by the Seller, immediately provide to the Seller a copy of each policy of insurance taken out by the Scheme Corporation;
 - (2) if the insurance taken out by the Scheme Corporation is altered or varied, provide to the Seller details of the altered or varied insurance immediately the Buyer becomes aware of the alteration or variation, and in particular, provide details of any substitute insurance taken out by the Scheme Corporation; and
 - (3) provide proof to the Seller that the Scheme Corporation insurance is current.
- (c) The Seller may, by Notice to the Buyer, require that the Buyer take out insurance which:
 - (1) is additional to the insurance taken out by the Scheme Corporation;
 - (2) is specified in the Notice from the Seller to the Buyer; and
 - (3) provides additional insurance in respect to each risk and the liability specified in clause 14.6(b).
- (d) If the Seller gives notice to the Buyer under subclause (c):
 - (1) the Buyer must take out and maintain the additional insurance; and
 - (2) clause 14.6 applies to the additional insurance.

14.8 Application of insurance proceeds

- (a) If, arising from an incident, money becomes payable under the insurance taken out and maintained under this clause 14, subclauses (b) and (c) will apply.
- (b) The Buyer must:
 - (1) subject to any requirement of a mortgagee, if a mortgage is registered over the Land; and
 - (2) at the option of the Seller, apply insurance proceeds arising from damage or destruction of a building or improvement on the Land in:
 - (A) repair, reinstatement or replacement of that building or improvement; or
 - (B) as a payment towards, or in full payment of the Purchase Price then outstanding.
- (c) The Buyer must apply any proceeds of a claim arising from public risk insurance as required by:
 - (1) the insurer; or
 - (2) the Seller, acting reasonably.
- (d) If the Property is a Scheme Lot:
 - (1) insurance in respect to the Property is covered by insurance taken out by the Scheme Corporation; and
 - (2) arising from an incident money becomes payable under insurance taken out and maintained by the Scheme Corporation, the insurance proceeds must be applied as required by the Scheme Corporation or otherwise in accordance with the Strata Titles Act or the Community Titles Act (as applicable).

14.9 General obligation - Property and Land

From and including the Possession Date, the Buyer must:

- (a) not:
 - (1) demolish, alter or add to any building or improvement which forms part of the Property; or
 - (2) remove from or add any soil or other material to the Land, except with the prior written approval of the Seller, which approval must not be unreasonably withheld;
- (b) keep the Property in good repair, having regard to the condition of the Property at the Possession Date;
- (c) promptly pay all Outgoings;
- (d) comply with the requirements of all laws, and with:
 - (1) any lease or licence of the Land from the State; and
 - (2) in the case of a Scheme Lot – any lease, licence or agreement, and every by-law applicable to that Scheme Lot; and
- (e) if the Property is, or includes, a farm or cultivated Land:
 - (1) maintain the farm; and
 - (2) cultivate that Land, in accordance with the best practice usually followed in the district in which the Land is situated.

14.10 Default – Seller may remedy

If the Buyer is in default of an obligation under clause 14.9:

- (a) subject to subclause (b), the Seller may, without:
 - (1) being obliged to do so; and
 - (2) any obligation to give any further notice to the Buyer, remedy that default;

- (b) except in the case of an emergency when this subclause (b) will not apply, the Seller may not exercise a right under subclause (a) unless:
 - (1) the Seller has served Notice on the Buyer:
 - (A) specifying the default of the Buyer; and
 - (B) requiring the Buyer to remedy the default within the reasonable time specified in the notice being not less than 10 Business Days after the service of the notice; and
 - (2) the Buyer fails to remedy the default within the time specified in the Notice;
- (c) for the purpose of exercising the right of the Seller under subclause (a), the Seller may enter on the Land:
 - (1) at a reasonable time except in the case of an emergency when the Seller may enter at any time; and
 - (2) with or without contractors and other persons, to undertake any relevant or necessary work;
- (d) the Buyer must pay to the Seller on demand each cost incurred by the Seller to remedy a default of the Buyer together with interest on each cost at the Prescribed Rate:
 - (1) from and including the date on which payment is made by the Seller; and
 - (2) up to but excluding the date on which the relevant amount, together with interest, is paid to the Seller; and
- (e) the rights of the Seller under subclause (a):
 - (1) do not affect any other right of the Seller arising from the default of the Buyer; and
 - (2) in particular, do not affect the rights of the Seller under clause 24.

14.11 Delivery of Transfer and title

- (a) Subject to subclause (b) and clause 3.10, on payment by the Buyer of all money owing to the Seller under the Contract, including any interest, the Seller must deliver to the Buyer the documentation specified in clause 3.10(a):
 - (1) at the time specified in the Contract; or
 - (2) if no time is specified, on the day which is 15 Business Days after the Seller receives payment in full of the balance of the Purchase Price and other money due under the Contract.
- (b) The documentation specified in subclause (a) must be delivered to the Buyer at:
 - (1) the place and time agreed between the Seller and the Buyer; and
 - (2) if not agreed in accordance with subclause (b)(1), then:
 - (A) on the day which is a Business Day; and
 - (B) at the time between 9.00am and 5.00pm; and
 - (C) at the place within the Perth CBD, specified by Notice from the Buyer to the Seller given not less than 3 Business Days before the day specified in subclause (a).

15 Error or Misdescription

15.1 Meaning of error or misdescription

An error or misdescription of the Property means an error or misdescription in the Contract relating to:

- (a) a physical structure or physical feature of the Property;
- (b) a boundary of the Property; or
- (c) the area of the Land.

15.2 No termination or delay in Settlement

Subject to this clause 15, an error or misdescription of the Property in the Contract does not:

- (a) entitle the Buyer to terminate the Contract; or
- (b) result in any right for the Buyer to delay Settlement.

15.3 Claim for compensation by Buyer

If the Buyer claims:

- (a) there has been an error or misdescription of the Property in the Contract; and
 - (b) to be entitled to compensation,
- the Buyer must give to the Seller a Notice which specifies the basis of the claim and compensation required by the Buyer not later than 10 Business Days after the Possession Date.

15.4 Claim for compensation lost

If the Buyer fails to give a Notice in accordance with clause 15.3, any right of the Buyer to claim compensation arising from an error or misdescription of the Property in the Contract ceases to apply.

15.5 Determination of claim and compensation

If the Buyer serves a Notice under clause 15.3, unless otherwise agreed in writing between the Seller and the Buyer within 15 Business Days of service of the Notice, any issue between the Seller and the Buyer as to:

- (a) whether there is an error or misdescription of the Property in the Contract; or
- (b) the amount of compensation payable by the Seller to the Buyer, must be determined by arbitration under clause 25.1.

16 No requisition on title for freehold land

If the Land is freehold land:

- (a) the Buyer is not entitled to give a requisition or objection to the Seller in respect to:
 - (1) the title of the Seller in respect to the Land; or
 - (2) the Property; and
- (b) the Seller is not obliged to provide a response to a requisition or objection by the Buyer in respect to:
 - (1) the title of the Seller in respect to the Land; and
 - (2) the Property.

17 Cost and duty

17.1 Legal and other cost

The Parties must pay their own legal and any other cost and expense in connection with:

- (a) the Contract; and
- (b) Settlement.

17.2 Duty

The Buyer must pay Duty on the Contract and the Transfer.

17.3 Registration fee

The Buyer must pay the registration fee on the Transfer.

17.4 Default cost

- (a) A Party in default under the Contract must pay to the other Party all cost and expense incurred by the other Party arising from the default.
- (b) Cost and expense specified in subclause (a) which has been determined before Settlement must be paid on Settlement.
- (c) If some or all of the cost and expense specified in subclause (a) is not paid on Settlement that cost and expense must be paid, after Settlement, on demand by the Party entitled to payment.
- (d) A Party may not refuse to complete Settlement because:
 - (1) a Party liable; or
 - (2) alleged to be liable,to pay cost and expense under this clause 17.4 does not pay that cost and expense at Settlement.

18 GST

18.1 Purchase Price does not include GST

Unless otherwise stated in the Contract, the Buyer is not required to pay to the Seller any amount in addition to the Purchase Price for GST.

18.2 Margin Scheme

Unless otherwise stated in the Contract, the Seller must not apply the Margin Scheme in respect to the sale of the Property.

18.3 GST to be paid on Purchase Price

If the Contract provides that GST must be paid in addition to the Purchase Price, at Settlement:

- (a) the Buyer must, in addition to the Purchase Price, pay the GST on the Purchase Price and any other consideration payable under the Contract; and
- (b) the Seller must provide a Tax Invoice to the Buyer.

18.4 GST on damages

- (a) If:
 - (1) a Successful Party becomes entitled to damages as a result of default under the Contract; and
 - (2) the Successful Party is liable to pay GST on the damages,the Payment Party must pay to the Successful Party the GST payable by the Successful Party on the damages at the same time as the Payment Party must pay the damages to the Successful Party.
- (b) If subclause (a) applies, the Successful Party must, on payment of the damages, provide a Tax Invoice to the Payment Party.
- (c) This clause 18.4 applies whether or not GST is payable on the Purchase Price.

19 Depreciation and Capital Works Deduction

19.1 Price of Depreciating Asset in Contract

If:

- (a) a Depreciating Asset forms part of the Property; and
- (b) the price of that Depreciating Asset has been specified in the Contract, the price of the Depreciating Asset as specified in the Contract is the sale price of that Depreciating Asset for the purposes of the Income Tax Act.

19.2 Price of Depreciating Asset not specified in Contract

If:

- (a) a Depreciating Asset forms part of the Property; and
- (b) the price of the Depreciating Asset has not been specified in the Contract, the sale price of that Depreciating Asset for the purposes of the Income Tax Act is the adjustable value of that Depreciating Asset for the purposes of the Income Tax Act as determined at Settlement.

19.3 Capital Works Deduction

- (a) If the Property includes capital works which give rise to a Capital Works Deduction the Seller must give the Buyer a written notification within 20 Business Days after Settlement specifying the information necessary to enable the Buyer to claim any remaining Capital Works Deduction.
- (b) The written notification under subclause (a) must comply with Section 262A (4A) of the Income Tax Act.

20 Registration of Transfer

20.1 Registration

No later than 3 Business Days after Settlement, the Buyer must lodge:

- (a) the Transfer; and
 - (b) every other document required to enable the Transfer to be registered at Landgate,
- and must then use best endeavours to ensure that the Transfer is registered as soon as possible.

20.2 Seller to cooperate

- (a) The Seller must immediately do everything reasonably requested by the Buyer to enable the Transfer to be accepted and registered at Landgate.
- (b) The Seller's obligation in subclause (a) survives Settlement.

20.3 Landgate requisition

- (a) If a requisition notice is issued by Landgate relating to the registration of:
 - (1) the Transfer; or
 - (2) any other document which is lodged for registration with the Transfer,the Seller and the Buyer must immediately do everything reasonably necessary to satisfy the requirements of the requisition notice.
- (b) If a requisition notice is issued by Landgate in respect to a document prepared by or on behalf of the Seller, the Seller must, not later than 3 Business Days before the time for payment prescribed by Landgate:
 - (1) pay to the Buyer the fee required by Landgate in respect to that requisition notice; or
 - (2) pay direct to Landgate the fee required by Landgate in respect to that requisition notice and provide a copy of the receipt for the payment issued by Landgate to the Buyer.
- (c) If the requisition notice issued by Landgate relates to a document prepared by or on behalf of the Buyer, the Buyer must pay to Landgate the fee required by Landgate in respect to the requisition notice issued in respect to that document by Landgate not later than 3 Business Days before the time for payment prescribed by Landgate.

21 Notice

21.1 Requirements for Notice

A notice to be given under the Contract must be:

- (a) in writing; and
- (b) in the English language; and
- (c) signed by the Party giving it or that Party's Representative.

21.2 Service generally

Subject to clauses 21.3 to 21.6, a Notice is treated as having been duly given to a Party if served:

- (a) on a Party which is not a company
 - (1) by delivering the Notice to the Party personally; or
 - (2) by posting the Notice to the Party at the Party's address specified in the Contract; and
- (b) on a Party which is a company
 - (1) by delivering the Notice to the company at its registered office;
 - (2) by posting the Notice to the company at its address specified in the Contract or at its registered office; or
 - (3) in accordance with Section 109X of the Corporations Act.

21.3 Service - Representative

If a Representative acts for a Party:

- (a) a Notice served on that Representative in accordance with this clause 21 is treated for all purposes as if the Notice had been served on that Party; and
- (b) a Notice given by that Representative in accordance with this clause 21 is treated for all purposes as if the Notice had been given by that Party.

21.4 Service by facsimile or email

- (a) If a facsimile number or email address is specified in the Contract or by a Party or a Representative as the facsimile number or email address of that Party or Representative:
 - (1) a Notice to the relevant Party or the Representative may be transmitted by facsimile to the specified facsimile number or sent by email to the specified email address;
 - (2) a Notice transmitted by facsimile is treated as served:
 - (A) on the day on which it is transmitted but if it is transmitted after 4.00pm or on a day which is not a Business Day it is treated as having been served on the next Business Day; and
 - (B) when the facsimile machine which transmits the Notice prints an acknowledgment that every page comprising that Notice has been transmitted to the specified facsimile number; and

- (3) a Notice sent by email is treated as served when:
 - (A) it is sent unless the sender receives a return email to the effect that the email was not transmitted successfully; and
 - (B) on the day on which it is sent but if the email is sent by the sender on a day which is not a Business Day or after 5.00 pm (addressee's time), it is treated as having been given on the next Business Day,and the Parties consent to a Notice being given by email.

- (b) If:
 - (1) a Party has a Representative; and
 - (2) the Representative or Party includes in correspondence to the other Party or the Representative of the other Party, details of the facsimile number or email address of that Party or Representative,then:
 - (3) the facsimile number or email address so specified is, subject to subclause (c), treated as the facsimile or email address for that Party or the Representative of that Party; and
 - (4) subclause (a) applies as if that facsimile number or email address is specified in the Contract, or has been specified by a Party or the Representative of that Party as the facsimile number or email address of that Party or Representative.
- (c) Subclause (b) does not apply if a Party or Representative specified in subclause (b) gives Notice to the other Party or the Representative of that other Party that the facsimile number or email address specified in the correspondence is not the facsimile number or email address of the Party or Representative.

21.5 Service when Notice posted

A Notice which has been posted is treated as served on the third Business Day after the date on which the Notice is posted.

21.6 Change of address

- (a) A Party may by Notice to each other Party change:
 - (1) the Representative of that Party;
 - (2) the address of that Party; or
 - (3) the address of that Party's Representative;
 - (4) a specified facsimile number; or
 - (5) a specified email address.
- (b) If a Notice is given under subclause (a) each subsequent Notice to the Party concerned must be served as applicable:
 - (1) on the new Representative of the Party, and
 - (2) at any new address, new specified facsimile number or new specified email address.

22 Time of Essence

Subject to clause 23, time is of the essence in relation to the Contract.

23 Default Notice

23.1 Requirement for Default Notice

Neither Party may terminate the Contract as a result of the other Party's default nor may the Seller forfeit any money paid by the Buyer or retake possession of the Property because of the default of the Buyer, unless:

- (a) the Non Default Party gives a Default Notice to the Default Party; and
- (b) the Default Party fails to remedy the default within the time required under the Default Notice.

23.2 No limit on right to issue further Notice

The giving of a Default Notice under clause 23.1 does not prevent the Non Default Party from giving a further Default Notice.

23.3 No Default Notice required for repudiation

Clause 23.1 does not apply if the Default Party repudiates the Contract.

24 Default

24.1 Buyer Default

If the Buyer:

- (a) is in default under the Contract and has failed to comply with a Default Notice; or
 - (b) repudiates the Contract,
- the Seller has each right in clause 24.2, in addition to any other right or remedy of the Seller.

24.2 Seller right on default or repudiation

If clause 24.1 applies, the Seller may:

- (a) affirm the Contract and sue the Buyer for damages for default;
- (b) affirm the Contract and sue the Buyer for:
 - (1) specific performance of the Contract; and
 - (2) damages for default in addition to or instead of specific performance;
- (c) subject to clause 23.1, retake possession of the Property;
- (d) subject to clause 23.1, terminate the Contract by Notice to the Buyer, but only if the Default Notice given under clause 23.1 includes a statement that if the default is not remedied within the time specified in the Default Notice, the Contract may be terminated; or
- (e) if the Buyer repudiates the Contract, terminate the Contract by Notice to the Buyer.

24.3 Further Seller right on termination

If the Seller terminates the Contract under clause 24.2(d) or 24.2(e), the Seller may, subject to the further provisions of this clause 24, elect to exercise any one or more of the following:

- (a) forfeit the Deposit;
- (b) sue the Buyer for damages for default;
- (c) resell the Property.

24.4 Deposit exceeds 10% of Purchase Price

If the Deposit exceeds 10% of the Purchase Price:

- (a) the Seller may under clause 24.3 forfeit only that part of the Deposit which does not exceed 10% of the Purchase Price; and
- (b) any money paid by the Buyer in excess of 10% of the Purchase Price, is to be treated as a payment of an Instalment for the purposes of this clause 24 only.

24.5 Resale

If the Seller resells the Property in accordance with clause 24.3(c), the Seller:

- (a) is not required to give notice of the resale to the Buyer; and
- (b) has the discretion, acting reasonably, to determine the manner of resale and the terms and conditions applicable to the resale.

24.6 Resale within 12 months

If:

- (a) settlement of the resale of the Property occurs within 12 months after the Seller terminates the Contract; and
- (b) after taking into account the costs and expenses and the proceeds of the resale and the amount of the Deposit which has been forfeited, the amount held by the Seller:
 - (c) is less than the Purchase Price, the Buyer must pay to the Seller, as liquidated damages, the difference between the amount held by the Seller and the Purchase Price; or
 - (d) exceeds the Purchase Price, the excess belongs to the Seller.

24.7 Terms Contract

If:

- (a) the Contract is a Terms Contract; and
- (b) there is a surplus in accordance with clause 24.6(d); and
- (c) the Buyer had possession of the Property for more than 12 months before the termination of the Contract,

the Seller must pay the surplus to the Buyer, without interest.

24.8 Interest to Seller

Whether or not Settlement of the resale occurs within 12 months after the Seller terminates the Contract, any interest:

- (a) accrued on the Deposit; or
- (b) on any Instalment paid by the Buyer, belongs to the Seller.

24.9 Instalment

If the Seller:

- (a) terminates the Contract; and
- (b) holds an Instalment,

the Seller may hold the Instalment pending:

- (c) a resale of the Property; or
- (d) determination of a claim for damages.

24.10 Sale within 12 months

If the Seller:

- (a) holds an Instalment in accordance with clause 24.9; and
- (b) resells the Property within 12 months of termination of the Contract, the Seller may apply the whole or part of the Instalment to liquidated damages determined in accordance with clause 24.6.

24.11 Payment after 12 months

Subject to clauses 24.10 and 24.12, the Seller must pay to the Buyer, without interest, any Instalment held by the Seller after 12 months following the termination of the Contract.

24.12 Finalisation of proceedings

If:

- (a) the Seller has instituted proceedings against the Buyer for damages, following termination of the Contract; and
- (b) the action for damages has not been finalised within 12 months following the termination of the Contract,

the Seller may hold any Instalment pending the final determination of the action for damages against the Buyer.

24.13 Payment after finalisation

After determination of the action for damages the Seller:

- (a) may apply the whole or part of the Instalment towards any judgment for damages and costs awarded by the court; but
- (b) must pay any surplus, after application of the Instalment towards the judgment and costs, to the Buyer, without interest.

24.14 Seller default

If the Seller:

- (a) is in default under the Contract and has failed to comply with a Default Notice; or
 - (b) repudiates the Contract,
- the Buyer has each right in clause 24.15, in addition to any other right and remedy of the Buyer.

24.15 Buyer right on default or repudiation

If clause 24.14 applies, the Buyer may:

- (a) affirm the Contract and sue the Seller for damages for default;
- (b) affirm the Contract and sue the Seller for:
 - (1) specific performance of the Contract; or
 - (2) damages for default in addition to or instead of specific performance;
- (c) subject to clause 23.1, terminate the Contract by Notice to the Seller, but only if the Default Notice given under clause 23.1 includes a statement that if the Default is not remedied within the time specified in the Default Notice, the Contract may be terminated; or
- (d) if the Seller repudiates the Contract, terminate the Contract by Notice to the Seller.

24.16 Further Buyer right on termination

If the Buyer terminates the Contract under clause 24.15(c) or 24.15(d):

- (a) the Deposit, and any other money paid by the Buyer under the Contract, must be promptly repaid to the Buyer;
- (b) if the Deposit and any other money paid under the Contract by the Buyer has been paid to the Seller, the Seller must promptly repay the Deposit and, if applicable, that other money to the Buyer;
- (c) if the Deposit has been invested with a Deposit Financial Institution in accordance with clause 1.9, the Buyer is entitled to the interest earned on the Deposit;
- (d) if any other money paid by the Buyer under the Contract to the Deposit Holder in addition to the Deposit has been invested by the Deposit Holder with a Deposit Financial Institution, the Buyer is entitled to the interest on that other money invested; and
- (e) except for any money paid to the Deposit Holder by the Buyer under the Contract, the Seller must, on demand, pay to the Buyer interest on any money paid by the Buyer under the Contract at the Prescribed Rate, calculated:
 - (1) from and including the date of payment by the Buyer; and
 - (2) up to, but excluding the date on which the money is repaid to the Buyer.

24.17 Legal cost on termination

If the Termination Party terminates the Contract as a result of:

- (a) the default of; or
- (b) the repudiation by,

the Terminated Party, the Terminated Party must pay to the Termination Party all legal cost incurred by the Termination Party in respect to the termination of the Contract arising from that default or that repudiation.

24.18 Rule in *Bain v Fothergill* excluded

The rule of law known as the rule in *Bain v Fothergill*, which limits the damages recoverable from a Seller incapable of making good title, does not apply to the Contract.

25 General

25.1 Arbitration

If anything in relation to the Contract is to be determined by arbitration:

- (a) the arbitrator is to be a person jointly appointed by the Parties, or, if they cannot agree, by the President of the Real Estate Institute of Western Australia (Inc) at the request of either Party;
- (b) the Commercial Arbitration Act 1985 (WA) applies; and
- (c) a Party may be represented by a Legal Practitioner at any arbitration proceedings.

25.2 Contract takes priority

If there is a provision in the Contract which is inconsistent with a provision of this document, the provision in the Contract takes priority to the extent necessary to remove the inconsistency.

25.3 No merger

Insofar as any obligation under the Contract remains to be complied with after Settlement, that obligation and the relevant provisions relating to that obligation survive Settlement and continue to be enforceable despite Settlement having taken place.

26 Definitions and interpretation

26.1 Definitions

In this document, unless otherwise stated:

Access Device means:

- (a) each key and security device; and
- (b) written details of each code for any security system which enables access to the Property.

Act means an act of Parliament.

Assessment means an assessment issued by State Revenue of the amount of Duty payable on the Contract.

Authority means any governmental, statutory or other public body or authority including a local government.

Bank Cheque means a cheque drawn on itself by a Financial Institution.

Business Day means any day except a Saturday, Sunday or public holiday in Western Australia.

Buyer means each person so specified in the Contract.

Capital Works Deduction means a deduction allowed under Division 43 of the Income Tax Act.

Certificate of Duty means the State Revenue Certificate of payment of Duty generated through Revenue Online.

Certificate of Title means the Certificate of Title held by Landgate.

Clearance Certificate means a current certificate issued by the Commissioner of Taxation under section 14-220 of Schedule 1 to the Tax Administration Act that applies to the Seller (and if the Seller consists of more than one person, to each person who comprises the Seller) in respect of the sale of the Property.

Commissioner of State Revenue means the Commissioner of State Revenue specified in section 6 of the *Taxation Administration Act 2002* (WA).

Commissioner has the meaning given in the Tax Administration Act.

Contaminated Sites Act means the *Contaminated Sites Act 2003* (WA).

Contract means the contract between the Seller and the Buyer in which this document is incorporated and includes this document.

Contract Date means the date on which the last Party to sign the Contract signs it.

Corporations Act means the *Corporations Act 2001* (Commonwealth).

Crown Reservation means any of:

- (a) a reservation as defined in Section 3(1) of the Land Administration Act;
- (b) a covenant registered in accordance with Section 15 of the Land Administration Act;
- (c) a limitation, interest, encumbrance or notification recorded on a transfer of crown land in fee simple in accordance with the Land Administration Act; and
- (d) a reservation or clause contained in the Crown Grant of the Land.

Default Notice means a notice which:

- (a) specifies the default of a Party under the Contract;
- (b) requires the Party in default to remedy the default:
 - (1) within 10 Business Days after the date the notice is duly given or;
 - (2) within any longer period specified in the Notice; or
 - (3) if the Contract is a Terms Contract, within the time specified in Section 6(2) of the Sale of Land Act.

Default Party means a Party who the Non Default Party contends is in default under the Contract.

Deposit means money paid or payable under the Contract, as a deposit.

Deposit Claimant means a Party who issues a Deposit Holder Notice.

Deposit Financial Institution means a Financial Institution with which, if applicable:

- (a) the Seller Agent is authorised to invest trust money in accordance with the Real Estate Act;
- (b) the Seller Representative, being a Legal Practitioner, is authorised to invest trust money in accordance with the Legal Practitioners Act; and
- (c) the Seller Representative, being a Settlement Agent, is authorised to invest trust money in accordance with the Settlement Agents Act.

Deposit Holder means as applicable:

- (a) the Seller Agent or the Seller Representative to whom the Deposit is paid; and
- (b) if clause 1.3(b) or 1.4 applies the Legal Practitioner, Real Estate Agent or Settlement Agent who holds the Deposit.

Deposit Holder Notice means a Notice from the Deposit Claimant that:

- (a) specifies the Contract has been terminated;
- (b) states the basis on which it is contended that the Contract has been terminated;
- (c) states that the Deposit Holder is required to pay the Deposit to the Deposit Claimant; and
- (d) if the Deposit Respondent disputes that:
 - (1) the Contract has been terminated; or
 - (2) the Deposit should be paid to the Deposit Claimant,states that the Deposit Respondent must give Notice to the Deposit Claimant and the Deposit Holder within 5 Business Days of service of the Deposit Holder Notice as specified in clause 1.2.

Deposit Respondent means the party who is not the Deposit Claimant.

Depreciating Asset means an asset as defined in the Income Tax Act, except for an asset which attracts a Capital Works Deduction.

Depreciable Item means an item which is subject to depreciation under the Income Tax Act.

Dollars and **\$** means Australian dollars.

Duplicate Certificate of Title means the duplicate of the Certificate of Title issued by Landgate.

Dutiable Value has the same meaning as dutiable value in section 9 of the Duties Act.

Duties Act means the *Duties Act 2008* (WA).

Duty means duty payable under the Duties Act.

Duty Endorsed means an endorsement that:

- (a) Duty has been paid on the Contract or the Transfer; or
- (b) if applicable, the Contract and the Transfer are exempt from Duty, and in particular has the same meaning as duty endorsed as defined in the Duties Act.

Electricity Extension Scheme means the scheme established by Western Power known as the Contributory Extension Scheme under which Western Power agreed to construct an extension to the electricity supply to supply electricity to the Property.

Electricity Scheme Agreement means:

- (a) the agreement entered into with Western Power under which electricity was provided to the Property under the Electricity Extension Scheme; and
- (b) includes, if applicable, the agreement between the Seller and Western Power under which the Seller assumed the obligations of a former owner of the Property under an agreement as specified in subclause (a).

Encumbrance means a mortgage, easement, restrictive covenant, Title Restriction, caveat, Memorial and Rate Encumbrance and includes any right and interest which a person has in relation to the Property.

Financial Institution means a financial institution as defined in Section 3 of the *Cheques Act 1986* (Commonwealth).

Financial Year means each period commencing on 1 July in a year and ending on 30 June in the next succeeding year.

Future Lot Contract means a 'future lot contract' as defined in the Sale of Land Act.

Future Rate Outgoing means an Outgoing:

- (a) in respect to the Land; and
- (b) for which, as at Settlement an assessment has not been issued by an Authority in respect to the relevant Financial Year if the Outgoing is required to be adjusted at Settlement under the Contract.

GST means the goods and services tax payable under the GST Act.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Commonwealth).

In Order for Dealing means that the Subdivision Plan has been initialled by an Inspector:

- (a) as being in order for dealing; and
- (b) in particular, as in order to enable the issue of a separate Certificate of Title for the Lot.

Income Tax Act means:

- (a) the Income Tax Assessment Act 1936 (Commonwealth); and
- (b) the Income Tax Assessment Act 1997 (Commonwealth).

Inspector means an officer of Landgate authorised to sign a Subdivision Plan as being In Order for Dealing.

Instalment means any money paid by the Buyer under the Contract in excess of the Deposit.

Instituted means, in relation to court proceedings, that:

- (a) a Party has commenced proceedings in a court; and
- (b) the originating process which commences those proceedings, has been served on the other Party.

Insurance Act means the *Insurance Act 1973* (Commonwealth).

Interest Amount means the amount specified in the Interest Notice.

Interest Default Party means the party who the Interest Party claims is liable to pay interest or compensation under clause 4.1 to 4.5.

Interest Notice means a notice from the Interest Party to the Interest Default Party in which the Interest Party claims interest or compensation from the Interest Default Party under clause 4.6.

Interest Party means a party who claims to be entitled to interest or compensation under clause 4.1 to 4.5.

Land means the land which the Seller has agreed to sell to the Buyer as described in the Contract including all improvements and other fixed improvements on that land.

Land Administration Act means the *Land Administration Act 1997* (WA).

Landgate means the Western Australian Land Information Authority established under the *Land Information Authority Act 2006* (WA).

Land Tax means land tax payable under the Land Tax Act and includes, if applicable, Metropolitan Region Improvement Tax.

Land Tax Act means the *Land Tax Act 2002* (WA).

Lease means a lease or tenancy agreement in respect to the Property.

Legal Practitioner means an Australian legal practitioner or a law practice (as the context requires) as those terms are defined in the Legal Profession Act.

Legal Profession Act means the *Legal Profession Act 2008* (WA).

Loss includes a claim, judgment, order, financial loss, damages and costs.

Lot has the same meaning as the definition of lot in the Planning and Development Act.

Margin Scheme means the scheme described in Division 75 of the GST Act as the margin scheme.

Memorial means a Memorial lodged under an Act.

Metropolitan Region Improvement Tax means Metropolitan Region Improvement Tax as defined in the *Metropolitan Region Improvement Tax Act 1959* (WA).

Non Default Party means a Party who contends that another Party is in default under the Contract.

Notice means a notice as specified in clause 21.1.

Original Land means the land of which the Lot forms part.

Outgoing means:

- (a) all rates, taxes, charges (including fixed charges) and other similar expenses payable in relation to the Property (whether periodically or not); and
- (b) if the Land or any part is a Scheme Lot:
 - (1) each Scheme Contribution; and
 - (2) any money payable periodically under a lease, licence or other agreement referred to in clause 10.7,

but does not include a tax specified in the Income Tax Act, GST and Duty.

Party means, as the case requires, either the Seller or the Buyer, or both the Seller and the Buyer.

Payment Party means the Party who is liable to pay damages or other money to the Successful Party arising from default under the Contract.

Perth CBD means the area in or adjoining the City of Perth bounded by Riverside Drive, the Mitchell Freeway, Roe Street, Fitzgerald Street, Newcastle Street, Lord Street, Wellington Street and Plain Street, including both sides of each street or road.

Planning and Development Act means the *Planning and Development Act 2005* (WA).

Planning Commission means the Western Australian Planning Commission.

Possession Date means the date that is the earlier of:

- (a) the date Settlement occurs; and
- (b) the date on which the Buyer is given possession of the Property.

PPSA means the *Personal Property Security Act 2009* (Commonwealth).

PPSR PPSR means the register established and maintained pursuant to the PPSA and the PPS Regs.

PPS Regs means the *Personal Property Securities Regulations 2010* (Commonwealth).

Prescribed Rate means 9% per annum calculated daily.

Property means the Land and any Property Chattels.

Property Chattels means all items of property, except the Land and anything which forms part of the Land, which the Seller has agreed to sell to the Buyer under the Contract.

Property Condition Report means a report prepared by a Real Estate Agent or other person which records the condition of the premises the subject of a Lease:

- (a) as at the date of commencement of that Lease; or
- (b) at any time after the commencement of the Lease.

Purchase Price means the price payable for Property stipulated in the Contract.

Rate Encumbrance means a charge:

- (a) created over the Land by an Act; and
- (b) which arises from an Unpaid Rate Outgoing.

Real Estate Act means the *Real Estate and Business Agents Act 1978* (WA).

Real Estate Agent means a person who is:

- (a) defined in the Real Estate Act as a real estate agent; and
- (b) is licensed as a real estate agent under the Real Estate Act.

Remediated Site means the Land has been classified under the Contaminated Sites Act as 'remediated for restricted use' or 'contaminated - restricted use'.

Remediated Site Memorial means a Memorial lodged against the Land under the Contaminated Sites Act which classifies the Land under the Contaminated Sites Act as: 'remediated for restricted use' or 'contaminated - restricted use'.

Rent means rent and other money payable by a Tenant under a Lease.

Rent Period means each period under the Lease in respect to which the is required to pay Rent.

Representative means a person who is either a Legal Practitioner or a Settlement Agent and who has been appointed to act for a party in relation to the Contract or Settlement.

Residential Tenancies Act means the *Residential Tenancies Act 1987* (WA).

Restricted Use means the restriction on the use of the Land imposed under the Contaminated Sites Act.

Revenue Online also known as ROL means the system developed by State Revenue which enables Duty to be assessed and paid electronically.

Sale of Land Act means the Sale of Land Act 1970 (WA).

Seller means each person so specified in the Contract.

Seller Agent means a Real Estate Agent appointed to act on behalf of the Seller in respect to the sale of the Property.

Settlement means the completion of the sale and purchase of the Property in accordance with clause 3.

Settlement Agent means a person licensed as a settlement agent under the Settlement Agents Act.

Settlement Agents Act means the *Settlement Agents Act 1981* (WA).

Settlement Date means the date each Party must complete Settlement:

- (a) under clause 3.5; and
- (b) any other relevant provision of this document or of the Contract.

Specified Encumbrance means an Encumbrance specified in the Contract as subject to which the Property will be transferred.

State means the State of Western Australia.

State Administrative Tribunal means the Tribunal known as the State Administrative Tribunal established by the *State Administrative Tribunal Act 2004* (WA).

State Revenue means the office established by the Commissioner of State Revenue and known as the Office of State Revenue.

Subdivision Lot means the Land which is not a Lot, a Proposed Strata Lot or a Proposed Community Lot and which is the subject of the Contract.

Subdivision Land means the land which at the commencement of the Financial Year in which the Possession Date occurs:

- (a) includes the Land; and
- (b) from which, following subdivision, the Land is created as a separate Lot.

Subdivision Plan means a deposited plan which includes the Lot including if applicable, a Scheme Plan which includes the Proposed Strata Lot or the Proposed Community Lot (as applicable).

Successful Party means the party who is entitled to damages or other money from another party arising from default under the Contract.

Tax Administration Act means the *Taxation Administration Act 1953* (Commonwealth).

Tax Invoice includes any document or record treated by the Commissioner of Taxation for GST purposes:

- (a) as a tax invoice; or
- (b) as a document entitling a recipient to an input tax credit.

Tenant means a person who is a tenant under a Lease.

Tenant Bond means:

- (a) money paid by the Tenant as a bond in respect to each obligation of the Tenant under a Lease; and
- (b) any other security provided by the Tenant under a Lease.

Terminated Party means the Seller or the Buyer who is not the Termination Party.

Termination Party means the Seller or the Buyer who has terminated the Contract as a result of the default of the Terminated Party under the Contract or the repudiation by the Terminated Party of the Contract.

Terms Contract means a terms contract as defined in the Sale of Land Act.

Threshold Amount means the amount which is set out in section 14-215(1)(a) of Schedule 1 to the Tax Administration Act for the purposes of an excluded transaction under that section.

Title Notification means:

- (a) any notification under Section 70A of the Transfer of Land Act; or
- (b) any notification under Section 165 of the Planning and Development Act, and which applies in respect to the Land.

Title Restriction means a Crown Reservation and a Title Notification.

Transaction Summary means the summary generated through Revenue Online which specifies:

- (a) the date the Contract was lodged on Revenue Online;
- (b) the Dutiable Value;
- (c) the date of assessment; and
- (d) the Duty assessed.

Transfer means the instrument required to transfer the Land to the Buyer in a form acceptable for registration by Landgate, subject to signing by all Parties.

Transfer of Land Act means the *Transfer of Land Act 1893* (WA).

Underground Power Rate means the charge, rate or other payment required from the owner of the Property by an Authority in relation to the provision of underground power.

Unpaid Rate Outgoing means an Outgoing in respect to the Land which, as at Settlement, is:

- (a) the subject of an assessment by an Authority; and
- (b) unpaid,

and is required to be adjusted under the Contract in relation to the Financial Year in which Settlement takes place.

Variation Notice means a written notice issued by the Commissioner under section 14-235 of the Tax Administration Act to vary the amount otherwise payable by the Buyer under section 14-200 of the Tax Administration Act.

Water Corporation means the statutory body corporate established under the *Water Corporation Act 1995* (WA).

Western Power means the statutory body corporate known as Western Power established under the *Electricity Corporation Act 1994* (WA).

Withholding Amount means the amount which the Buyer is required by section 14-200 of Schedule 1 to the Tax Administration Act to pay to the Commissioner in respect of the purchase of the Property.

26.2 Definitions - Strata and Community Titles Schemes

In this document, unless otherwise stated:

Administrative Fund Contribution means the normal and regular contribution levied by the Scheme Corporation:

- (a) if the Property is a Strata Lot or a Proposed Strata Lot - under Section 100(1) of the Strata Titles Act; or
- (b) if the Property is a Community Lot or a Proposed Community Lot - under Section 85(1) of the Community Titles Act,

in respect to the registered proprietor in respect of the Scheme Lot in relation to:

- (c) the control and management of the common property;
- (d) the payment of any premiums of insurance; and
- (e) the discharge of any other obligation of the Scheme Corporation.

Community Lot means the lot shown on a Community Scheme Plan the subject of the Contract.

Community Regulations means the Community Titles Regulations 2021 (WA).

Community Scheme Plan means a scheme plan (as defined in the Community Titles Act) if:

- (a) in the case of a Community Lot, the community plan has been registered at Landgate; or
- (b) in the case of a Proposed Community Lot, the community plan has not been registered at Landgate.

Community Titles Act means the Community Titles Act 2018 (WA).

Community Titles Scheme means the community titles scheme as defined in the Community Titles Act which applies in respect to the lots and common property which form part of the Community Scheme Plan.

Proposed Community Lot means a Lot shown on a Community Scheme Plan which on the Contract Date has not been registered at Landgate, the subject of the Contract

Proposed Strata Lot means a Lot shown on a Strata Scheme Plan which on the Contract Date has not been registered at Landgate, the subject of the Contract

Reserve Fund Contribution means a contribution levied by:

- (a) if the Property is a Strata Lot or a Proposed Strata Lot - the Scheme Corporation under Section 100(2) of the Strata Titles Act; or

- (a) if the Property is a Community Lot or a Proposed Community Lot - the Scheme Corporation under Section 85(1) of the Community Titles Act,

in respect to the registered proprietor of the Scheme Lot for a reserve fund for the purpose of accumulating funds to meet:

- (c) contingent expenses other than those of a routine nature; and
- (d) other major expenses of the Scheme Corporation likely to arise in the future.

Scheme Contribution means:

- (a) an Administrative Fund Contribution; and
- (b) a Reserve Fund Contribution.

Scheme Corporation means:

- (a) if the Property is a Strata Lot or a Proposed Strata Lot - the strata company as defined in the Strata Titles Act which applies in respect to the Strata Lot or Proposed Strata Lot; or
- (b) if the Property is a Community Lot or a Proposed Community Lot - the community corporation as defined in the Community Titles Act which applies in respect to the Community Lot or Proposed Community Lot.

Scheme Lot means a Strata Lot or a Community Lot (as applicable).

Scheme Plan means a Strata Scheme Plan or a Community Scheme Plan (as applicable).

Section 102(6)(b) Strata Notice means a notice concerning the purpose of and the amount of expenditure proposed for the Strata Titles Scheme as specified in Section 102(6)(b) of the Strata Titles Act.

Strata/Community Scheme means a Strata Titles Scheme or a Community Titles Scheme (as applicable).

Strata Lot means the lot shown on a Strata Scheme Plan the subject of the Contract.

Strata Regulations means the Strata Titles (General) Regulations 2019 (WA).

Strata Scheme Plan means a strata plan or survey-strata plan (as those terms are defined in the Strata Titles Act) if:

- (a) in the case of a Strata Lot, the strata plan or survey-strata plan has been registered at Landgate; or
- (b) in the case of a Proposed Strata Lot, the strata plan or survey-strata plan has not been registered at Landgate.

Strata Titles Act means the *Strata Titles Act 1985* (WA)

Strata Titles Scheme means the strata titles scheme as defined in the Strata Titles Act which applies in respect to the lots and common property which form part of the Strata Scheme Plan.

26.3 Strata Titles Act

Words which:

- (a) are not defined in clause 26.1 or 26.2; but
 - (b) are defined in the Strata Titles Act,
- have the meaning given in the Strata Titles Act.

26.4 Community Titles Act

Words which:

- (a) are not defined in clause 26.1 or 26.2; but
 - (b) are defined in the Community Titles Act,
- have the meaning given in the Community Titles Act.

26.5 GST Act

Words which:

- (a) are not defined in clause 26.1; but
 - (b) are defined in the GST Act,
- have the meaning given in the GST Act.

26.6 PPSA

Words which:

- (a) are not defined in clause 26.1; but
 - (b) are defined in the PPSA,
- have the meaning given in the PPSA.

26.7 Citation – 2022 General Conditions

This Joint Form of General Conditions for the Sale of Land 2022 Revision may be cited as the '2022 General Conditions'.

26.8 Interpretation

In this document and the Contract, unless the context otherwise requires:

- (a) the Seller and the Buyer must:
 - (1) comply with their respective obligations under the Contract; and
 - (2) not assign or transfer the Contract or any right under the Contract to a third party without the prior written consent of the other;
- (b) subject to subclause (a), each reference to the Seller and the Buyer includes as applicable:
 - (1) the successors of a company or corporation; and
 - (2) each legal personal representative of the Seller and the Buyer;
- (c) reference to an Authority includes a reference to:
 - (1) an officer of that Authority; and
 - (2) any other Authority and any officer of that other Authority which performs the same or a similar function to the Authority;
- (d) reference to a thing includes the whole and any part of that thing;
- (e) reference to the singular includes the plural and vice versa;
- (f) headings to clauses do not affect the interpretation of the Contract or this document;
- (g) if the Buyer or the Seller and any other person who is a Party consists of more than one person, then each of the two or more persons are liable both jointly and severally;
- (h) reference to a person includes reference to:
 - (1) a natural person;
 - (2) a company; and
 - (3) a body corporate constituted under any Act;
- (i) if something must be done by or on a day which is not a Business Day, the day by or on which that thing must be done is the next Business Day;
- (j) if a period of time is required to be calculated from or after a specific day, or from or after a day on which a specific event occurs, that day must not be included in the period;
- (k) if a period of time is expressed to expire on or continue until a specified date, that date is included in the period;
- (l) all warranties and representations continue to have effect after Settlement;
- (m) reference to being entitled to possession of the Property includes being entitled to Rent from the Property;
- (n) reference to a document being signed or to a Party being obliged to sign a document, is treated as requiring that the document be:
 - (1) executed by a company or body corporate; or
 - (2) signed by a natural person,in a manner which is:
 - (3) legally effective (including under the *Electronic Transactions Act 2011* (WA)); and
 - (4) if the document is required to be registered by Landgate, then in a manner acceptable for registration;
- (o) reference to an Act includes:
 - (1) any change to that Act or, if the Act is repealed, the Act replacing it; and
 - (2) all subsidiary legislation under that Act;
- (p) reference to a clause is a reference to a clause in this document; and
- (q) reference to a subclause is a reference to a subclause in the clause in which the reference occurs.

JOINT FORM

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05/22