

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



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

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

Address **6/160 Scarborough Beach Road**

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

As Agent for the Seller / ~~Buyer~~

## THE BUYER

**Name**

Address

Suburb State Postcode

**Name**

Address

Suburb State Postcode

EMAIL: The Buyer consents to Notices being served at:

OFFERS TO PURCHASE the Land and Property Chattels set out in the Schedule ("Property") with vacant possession unless stated otherwise in the Special Conditions at the Purchase Price on the terms set out in the Schedule, the Conditions and Special Conditions as:

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

## SCHEDULE

The **Property** at:

Address **25/238 Oxford Street**

Suburb **Leederville** State **WA** Postcode **6007**

Lot **25** Deposited/Survey/Strata/Diagram/Plan **77146** Whole / Part Vol **2983** Folio **73**

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

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

**Purchase Price**

**Settlement Date**

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

## GST WITHHOLDING

- Is this Contract concerning the taxable supply of new residential premises or potential residential land as defined in the GST Act? ☐ YES ☒ NO
- 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).
- If YES is ticked, then the 'GST Withholding Annexure' should be attached to this Contract.

### FINANCE CLAUSE IS APPLICABLE

LENDER/

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

LATEST TIME: 4pm on:

AMOUNT OF LOAN:

SIGNATURE OF BUYER

### FINANCE CLAUSE IS NOT APPLICABLE

Signature of the Buyer if Finance Clause IS NOT applicable

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

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## 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 are incorporated into this Contract so far as they are not varied by or inconsistent with the Conditions or Special Conditions of this Contract.
4. The parties consent to the information in this Contract being used/disclosed by REIWA and the Seller Agent in accordance with the privacy collection notices pursuant to the Australian Privacy Principles that appear on the REIWA and Seller Agent's websites.

## SPECIAL CONDITIONS

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

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## SPECIAL CONDITIONS - Continued

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**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

<b>Name</b>	Joni Prtenjaca		
<b>Address</b>	25/238 Oxford Street		
<b>Suburb</b>	Leederville	<b>State</b>	WA
		<b>Postcode</b>	6007
<b>Name</b>			
<b>Address</b>			
<b>Suburb</b>		<b>State</b>	
		<b>Postcode</b>	

EMAIL: The Seller consents to Notices being served at:

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

Signature		Date		Signature		Date	
Signature		Date		Signature		Date	

### RECEIPT OF DOCUMENTS

The Buyer acknowledges receipt of the following documents:

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

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

Signature		Signature	
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### RECEIPT OF DOCUMENTS

The Seller acknowledges receipt of the following documents:

1. This offer and acceptance
2. 2022 General Conditions

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

Signature		Signature	
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### 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
<b>Name</b>		
<b>Signature</b>		

### COPYRIGHT

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04/22

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

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

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

### Buyer

Signature 

Name \_\_\_\_\_

Date \_\_\_\_\_

Signature 

Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

### Seller

Signature \_\_\_\_\_

Name Joni Prtenjaca

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

# AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR MAJOR STRUCTURAL DEFECTS



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## ANNEXURE A

This annexure forms part of the Contract for the Sale of Land or Strata Title for the Property at

**25/238 Oxford Street, Leederville WA 6007**

**NOTE - THIS ANNEXURE ONLY APPLIES TO, AND IS LIMITED TO, MAJOR STRUCTURAL DEFECTS PURSUANT TO APPENDIX "A" OF THE STANDARD AND NOT OTHER DEFECTS, MAINTENANCE OR OTHER SAFETY ISSUES.**

1. The Buyer may at their expense obtain a written Report by 4PM on: (a\*)   /   /   \*complete (a) or (b) **OR**  
(b\*) 14 days after acceptance ("Date")  
on any Major Structural Defects of the residential Building and of the following described areas  
  
located upon the Property ("**Building**"). If nothing is completed in the blank space then the Building will be the residential Building only.
2. The Buyer must serve a copy of the Report on the Seller, Seller Agent or Seller Representative before the Date.
3. If the Buyer, and Seller Agent or Seller or Seller Representative do not receive the Report before the Date then the Buyer will be deemed to have waived the benefit of this Annexure. Time is of the essence.
4. If the Report identifies Major Structural Defects to the Property's Building, the Buyer may at any time within three (3) Business Days after the Date serve a Major Structural Defects Notice on the Seller, Seller Agent or Seller Representative giving the Seller five (5) Business Days to agree to remedy the Major Structural Defects.
5. If the Seller elects in writing to remedy the Major Structural Defects in the Major Structural Defects Notice then the Settlement Date will be delayed until the later of: (a) three (3) Business Days after the Seller's Work is completed as certified by the Seller's Builder and (b) the Settlement Date.
6. The Seller must do the Work expeditiously and in good and workmanlike manner through a Builder and provide evidence to the Buyer of completion of the Work.
7. If, prior to the Seller commencing Work, the Seller and Buyer wish to agree and do agree an amount to be paid by the Seller to the Buyer then the amount will be deducted from the Purchase Price at Settlement and the Seller will not undertake the Work.
8. If the Seller does not agree to remedy Major Structural Defects within five (5) Business Days from when the Major Structural Defects Notice was served on the Seller, Seller Agent or Seller Representative then:
- (a) the Buyer may at any time within a further five (5) Business Days after that period ends, give notice in writing to the Seller, Seller Agent or Seller Representative terminating the Contract and the Deposit and other monies paid will be repaid to the Buyer;
- (b) if the Buyer does not terminate the Contract pursuant to this clause 8, then this Annexure ceases to apply and the Contract continues unaffected by this Annexure.
9. In this Annexure:
- 9.1 "Builder" means a builder registered in Western Australia with appropriate qualifications and using such other appropriately qualified persons, necessary to remedy the matters set out in the Major Structural Defects Notice.
- 9.2 "Consultant" means an independent inspector qualified and experienced in undertaking pre-purchase property inspections to ascertain Major Structural Defects.
- 9.3 "Date" means the date inserted or calculated in clause 1. If nothing is inserted in clause 1 then the Date will be five (5) Business Days from the later of (i) the Contract Date; or (ii) the Latest Time for Financial Approval (if any).
- 9.4 "Major Structural Defects" means a fault or deviation from the intended structural performance of a building element and is a major defect to the building structure of sufficient magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility, or further deterioration of the building structure. Major Structural Defects does not include any non-structural element, e.g., roof plumbing and roof covering, general gas, water and sanitary plumbing, electrical wiring, partition walls, cabinetry, windows, doors, trims, fencing, minor structures, non-structural damp issues, ceiling linings, floor coverings, decorative finishes such as plastering, painting, tiling etc., general maintenance, or spalling of masonry, fretting of mortar or rusting of primary structural elements.
- 9.5 "Major Structural Defects Notice" means a Notice in writing from the Buyer to the Seller to provide the Seller with the opportunity to agree to rectify the Major Structural Defects that the Buyer requires to be rectified.
- 9.6 "Report" means the report performed in accordance with Appendix A of the Standard by a **Registered Builder**     ~~Consultant~~. It is not a special purpose report, nor an all-encompassing report dealing with every aspect of the Property. The Report should only be a reasonable attempt to identify Major Structural Defects to the Building structure pursuant to Appendix "A" of the Standard. The presence of defects will only be relevant in this Annexure when the defects are a Major Structural Defect.
- 9.7 "Standard" means Australian Standard AS 4349-2007 (as amended from time to time) Inspections of buildings Part 1: Pre-purchase Structural Inspection - Residential buildings).
- 9.8 "Work" means the work required to rectify the Major Structural Defects set out in the Major Structural Defects Notice.
- 9.9 Words not defined in this Annexure have the same meaning as defined in the Standard or the 2018 General Conditions.

**BUYER SIGNATURE**

**BUYER SIGNATURE**

**SELLER SIGNATURE**

**SELLER SIGNATURE**

**BUYER SIGNATURE**

**BUYER SIGNATURE**

**SELLER SIGNATURE**

**SELLER SIGNATURE**

ANNEXURE

B

This annexure forms part of the Contract for the Sale of Land or Strata Title for the Property at

25/238 Oxford Street, Leederville WA 6007

1. The Buyer may at their expense obtain a non-invasive written Report on any Timber Pest Activity or Damage by:

4PM on *\*complete one*

/

/

 OR

14 days after acceptance

("Date")

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

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

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

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

BUYER SIGNATURE	BUYER SIGNATURE	SELLER SIGNATURE	SELLER SIGNATURE
BUYER SIGNATURE	BUYER SIGNATURE	SELLER SIGNATURE	SELLER SIGNATURE

WESTERN



AUSTRALIA

TITLE NUMBER

Volume Folio

**2983 73**

**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 25 ON STRATA PLAN 77146  
TOGETHER WITH A SHARE IN COMMON PROPERTY (IF ANY) AS SET OUT ON THE STRATA PLAN

**REGISTERED PROPRIETOR:**  
(FIRST SCHEDULE)

JONI PRTENJACA OF 49 HONEYMYRTLE TURN STIRLING WA 6021

(T P262096 ) REGISTERED 24/8/2022

**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. P262097 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA REGISTERED 24/8/2022.

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: SP77146  
PREVIOUS TITLE: 2983-48  
PROPERTY STREET ADDRESS: UNIT 25 238 OXFORD ST, LEEDERVILLE.  
LOCAL GOVERNMENT AUTHORITY: CITY OF VINCENT

# Precontractual Disclosure Statement to the Buyer

## Part A | General Information about strata titles schemes

### What you need to know

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

### Instruction for the seller

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

### Information for the buyer

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

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

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

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

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

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



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

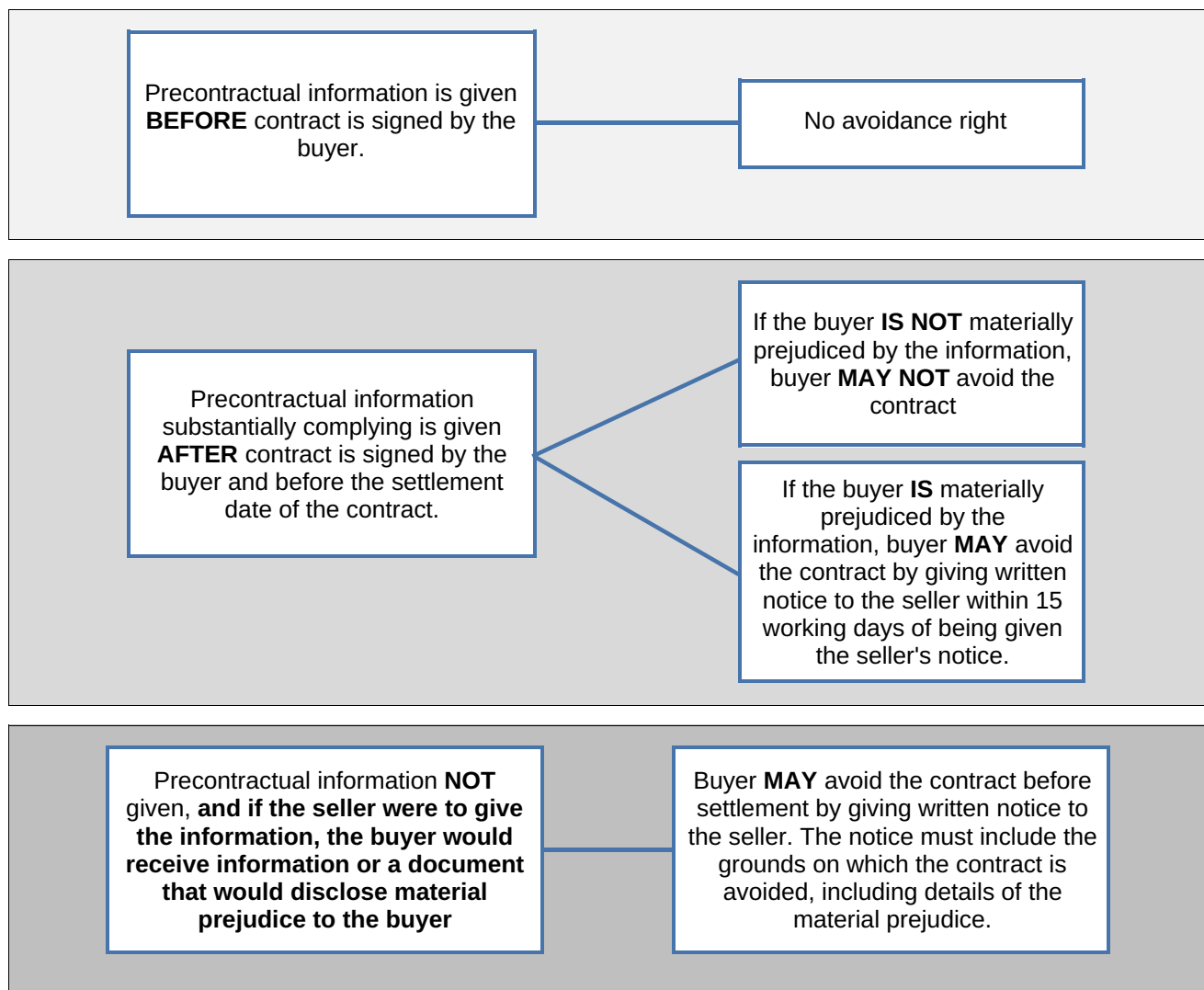
A buyer may consider seeking more information about the lot, the strata company and the strata / survey-strata scheme by asking the seller to provide it, or by making an application to the strata company for more information under section 107 of the Act.

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

### Buyer's avoidance and other rights

#### **Avoidance for failure to give precontractual information to the buyer**

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



### **Avoidance rights for notifiable variations**

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

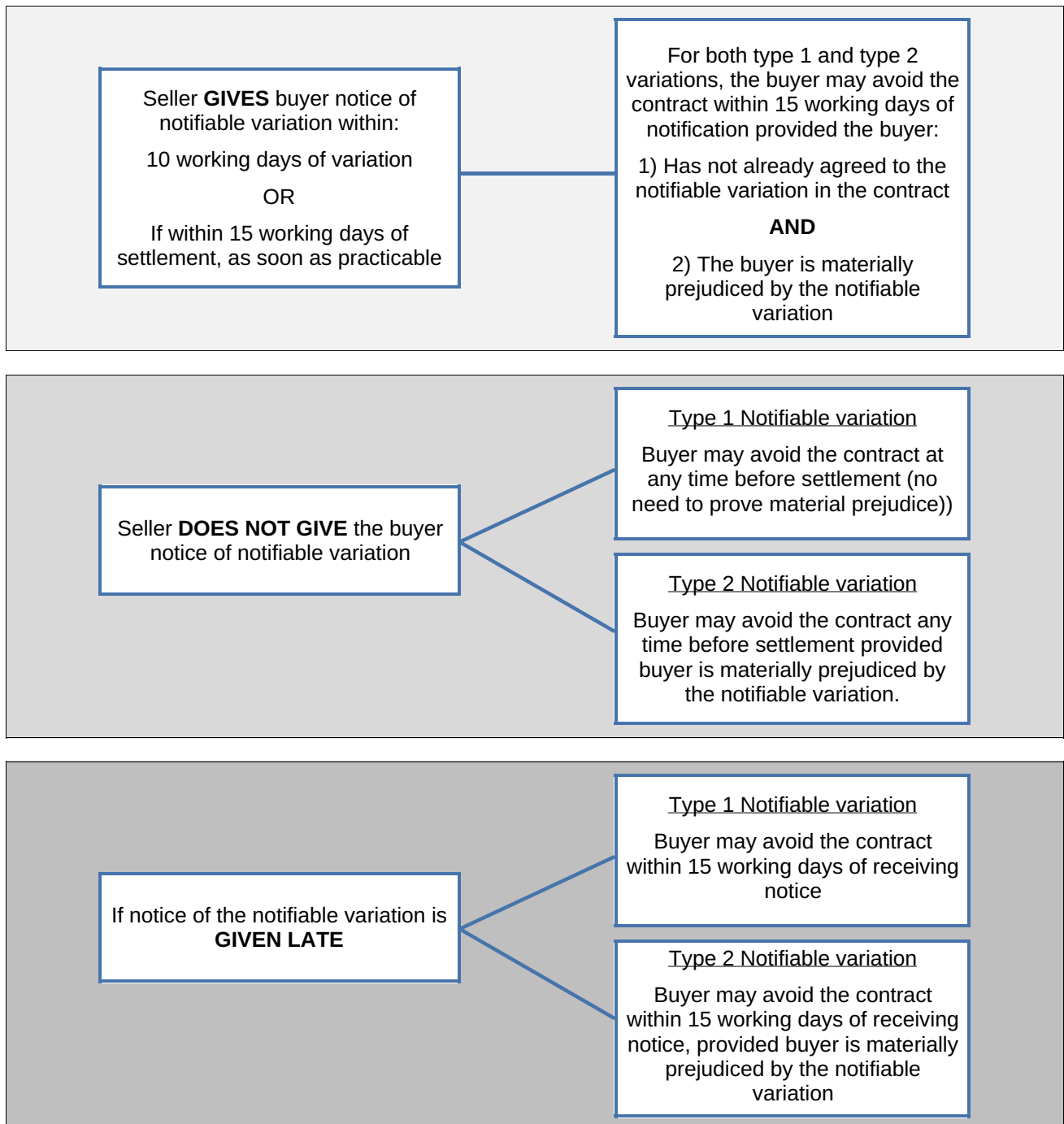
Type 1 and Type 2 notifiable variations are as follows:

<b>Type 1 Notifiable Variation</b>	<b>Type 2 Notifiable Variation</b>
<ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> <li>• Anything relating to a proposal for the termination of the strata titles scheme is served on the seller by the strata company.</li> <li>• Any other event classified by the regulations as a type 1 notifiable variation.</li> </ul>	<ul style="list-style-type: none"> <li>• 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).</li> <li>• 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).</li> <li>• The strata company or a scheme developer-               <ul style="list-style-type: none"> <li>(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</li> <li>(ii) varies an existing contract of that kind in a way that is likely to affect the rights of the buyer</li> </ul> </li> <li>• The current/proposed scheme by-laws are modified.</li> <li>• A lease, licence, right or privilege over the common property in the strata titles scheme is granted or varied.</li> <li>• Any other event classified by the regulations as a type 2 notifiable variation.</li> </ul>

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	Joni Prtenjaca		
Address	25/238 Oxford Street, Leederville WA 6007		
Telephone/mobile	0404 944 446	Email	metrocranehire@gmail.com
Name			
Address			
Telephone/mobile		Email	

### Scheme Information

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

#### Scheme Details

Scheme name	238 Oxford Street, Leederville
Name of the strata company	238 Oxford Street, Leederville
Address for service of the strata company (taken from scheme notice)	238 Oxford Street, Leederville 6007
Name of Strata Manager	Realmark Strata Pty Ltd
Address of Strata Manager	658 Newcastle Street, Leederville WA 6007
Telephone/Mobile	08 9328 0999
Email	

The status of the scheme is:

- ☐ proposed  
☒ registered

The scheme type is:

- ☒ strata  
☐ survey-strata

The tenure type is

- ☒ freehold  
☐ leasehold

For leasehold only:

The scheme has a term of \_\_\_\_\_ years \_\_\_\_\_ months \_\_\_\_\_ days commencing on registration of the scheme \_\_\_\_\_

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

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

**Att.**

**Scheme Documents (must be attached)**

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

Att 1

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

Att 1

A copy of the scheme by-laws

Att 3

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

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

☐ If yes, they are included with this form

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

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

Att 2

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

Additional comments: \_\_\_\_\_

**Minutes (choose one option)**

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

Att 4

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

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

Additional comments: \_\_\_\_\_

**Statement of accounts (choose one option)**

☒ The statement of accounts last prepared by the strata company

Att 5

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

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

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

Additional comments: \_\_\_\_\_

### Termination proposal

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

If yes, attach a copy.

Lot information (choose all that apply)

**Att.**

☒ This lot is on a registered scheme plan

☐ This lot has not yet been created

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

Street address of the lot (if known)

Lot 25 on scheme plan no. 77146

*(The lot owner will also own a share in the common property of the scheme)*

### Voting right restrictions

Does the contract contain any voting right restriction which has the meaning in regulation 103 of the *Strata Titles (General) Regulations 2019*? \* ☐ no ☐ yes

If yes, describe the restriction \_\_\_\_\_

*\* A voting right restriction includes if the contract requires the buyer to grant an enduring proxy or power of attorney to the seller.*

### Exclusive use by-laws

This lot is a 'special lot', subject to exclusive use by-laws giving exclusive use of an area of common property ☐ no ☐ yes

If yes, please give details \_\_\_\_\_

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

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

☒ Contributions that have been determined within the previous 12 months

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

	Actual (\$)	OR	Estimated (\$) 12 months after the proposed settlement date
Administrative fund:	\$4608.80		_____
Reserve fund:	\$1605.80		_____
Other levy (attach details)	_____		_____

**Att 6**

☒ Actual ☐ Estimated total contribution for the lot \$ 6214.60

Payable ☐ annually ☐ bi-annually ☐ quarterly ☐ other: \_\_\_\_\_

Due dates \$1553.65 on 1/10/24 \_\_\_\_\_ on \_\_\_\_\_

\$1553.65 on 1/1/25 \_\_\_\_\_ on \_\_\_\_\_

### Strata levy/contributions/other debts owing

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

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

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

Additional comments: \_\_\_\_\_

## **Scheme developer specific information**

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

**Att.**

The scheme developer is defined as:

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

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

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

### **Statement of estimated income and expenditure**

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

Additional comments: \_\_\_\_\_

### **Agreements for amenity or service**

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

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

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.

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? ☐ no ☐ yes



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

☐ no ☐ yes

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

Additional comments: \_\_\_\_\_

## Acknowledgement by seller and buyer

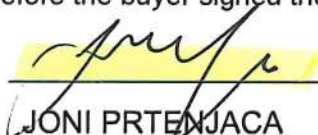
The statements by the seller and buyer relate to the following precontractual disclosures:

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

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

☒ I / ☐ We<sup>1</sup>, 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

  
\_\_\_\_\_  
JONI PRTEKJACA

Name

Date

11/11/24  
\_\_\_\_\_

Signature

\_\_\_\_\_

Name

\_\_\_\_\_

Date

\_\_\_\_\_

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

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

☐ I / ☐ We<sup>1</sup> 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<sup>1</sup>.

Signature

  
\_\_\_\_\_

Name

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

  
\_\_\_\_\_

Name

\_\_\_\_\_

Date

\_\_\_\_\_

<sup>1</sup> Select one.

Plan Information

Tenure Type

Freehold

Plan Type

Strata Plan

Plan Purpose

Re-Subdivision - Type 4

Plan Heading

LOTS 57, 58 AND COMMON PROPERTY

Strata Scheme Details

Scheme Name

238 OXFORD STREET LEEDERVILLE

Lodgement of scheme by-laws

YES

Parcel Address

238 OXFORD STREET LEEDERVILLE 6007

Locality and Local Government

Locality

LEEDERVILLE

Local Government

CITY OF VINCENT

Plan Examined

Examined

08-Dec-2021

Date

Planning Approval

Planning Approval Required

Delegated to LGA

Reference

Delegated under S. 16 P&A Act 2005

Date

In Order For Dealings

Subject To

Prior Approval of SP77446 Stage 2

Application to register Strata Titles Scheme

For Registrar of Titles

08-Dec-2021

Date

Plan Approved

23.12.2021

Date

Inspector of Plans and Surveys

23.12.2021

Date

Registered

Application

0913200

23.12.2021

Date

Registrar of Titles

Seal

Survey Details

Field Record

148897

Declared as Special Survey Area

NO

Survey and Plan Notation

Survey Certificate - Regulation 54

I, LEONARDO MANNELLA

heretby certify that this plan is accurate and is a 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.

Leo Mannela

2021-11-25 14:17-08:00

Licensed Surveyor

Date

Survey Organisation

Name

TOTAL SURVEY SOLUTIONS

Address

10 GARROW COURT, KINGSLEY, W.A. 6026.

Phone

0411588277

Email

leo@tsa.com.au

Reference

Amendments

Version

Lodgement Type

Amendment Description

Authorised By

Date

Former Tenure

New Lot / Land

Parent Plan Number

Title Reference

Subject Land Description

57 - 58 AND COMMON PROPERTY

SP77146

2983 - 49

LOT 1 ON SP77146

Former Tenure Interests and Notifications

Subject

Purpose

Statutory Reference

Land Burdened

Benefit To

Comments

New Interests

Subject

Purpose

Statutory Reference

Land Burdened

Benefit To

Comments

New Memorials and Notifications

Subject

Purpose

Statutory Reference

Land Burdened

Benefit To

Comments

Vesting Lots

Land

Purpose

Statutory Reference

Origin

Comments

Lot / Sheet Index

Lot

Total Area

Floors

Sheets

57

135 m<sup>2</sup>

LGF, UGF

3, 4

58

93 m<sup>2</sup>


LGF, UGF

3, 4

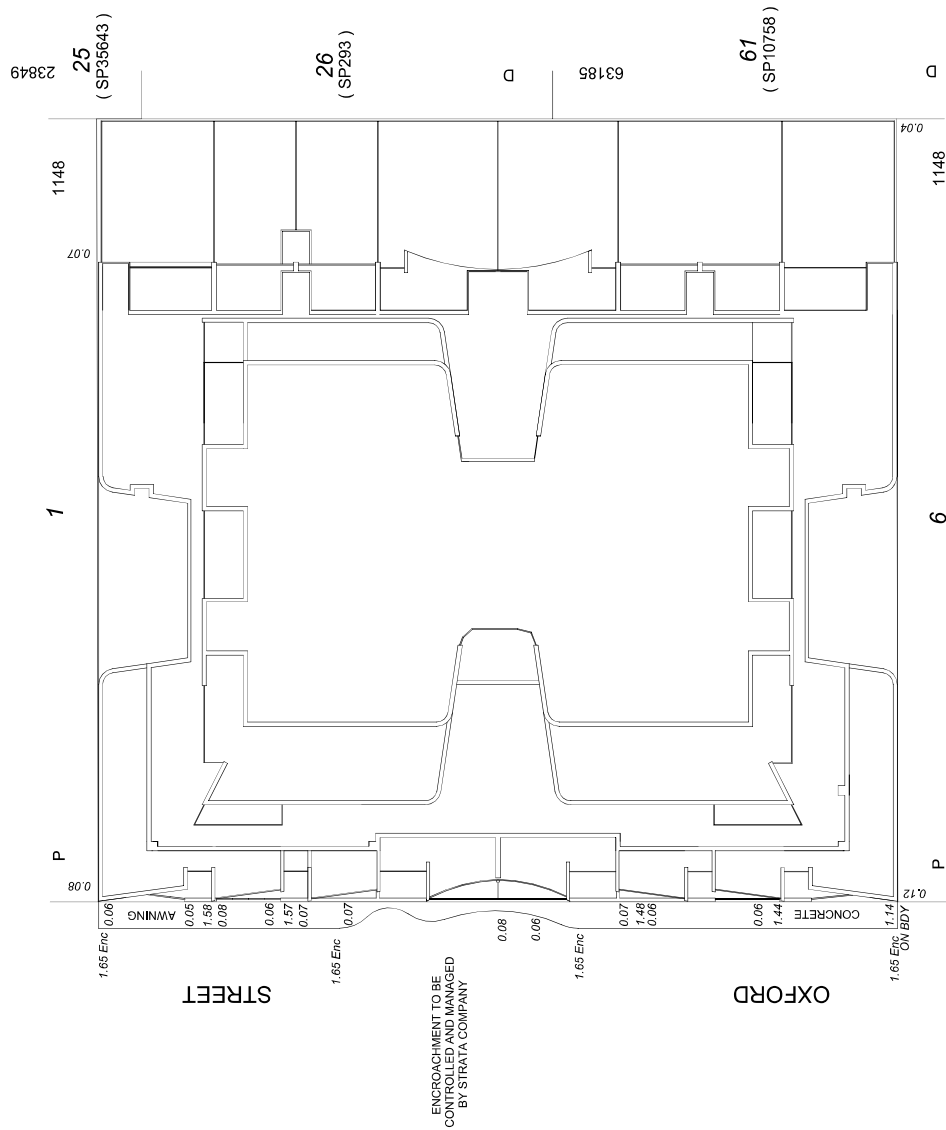
Attachment 1 (1 of 3)

STRATA PLAN

77146

 Landgate  
GOVERNMENT OF  
WESTERN AUSTRALIA

## LOCATION PLAN

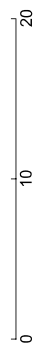


ENCROACHMENT TO BE  
CONTROLLED AND MANAGED  
BY STRATA COMPANY



Z

1 : 300 at A3



GOVERNMENT OF  
WESTERN AUSTRALIA



Landgate

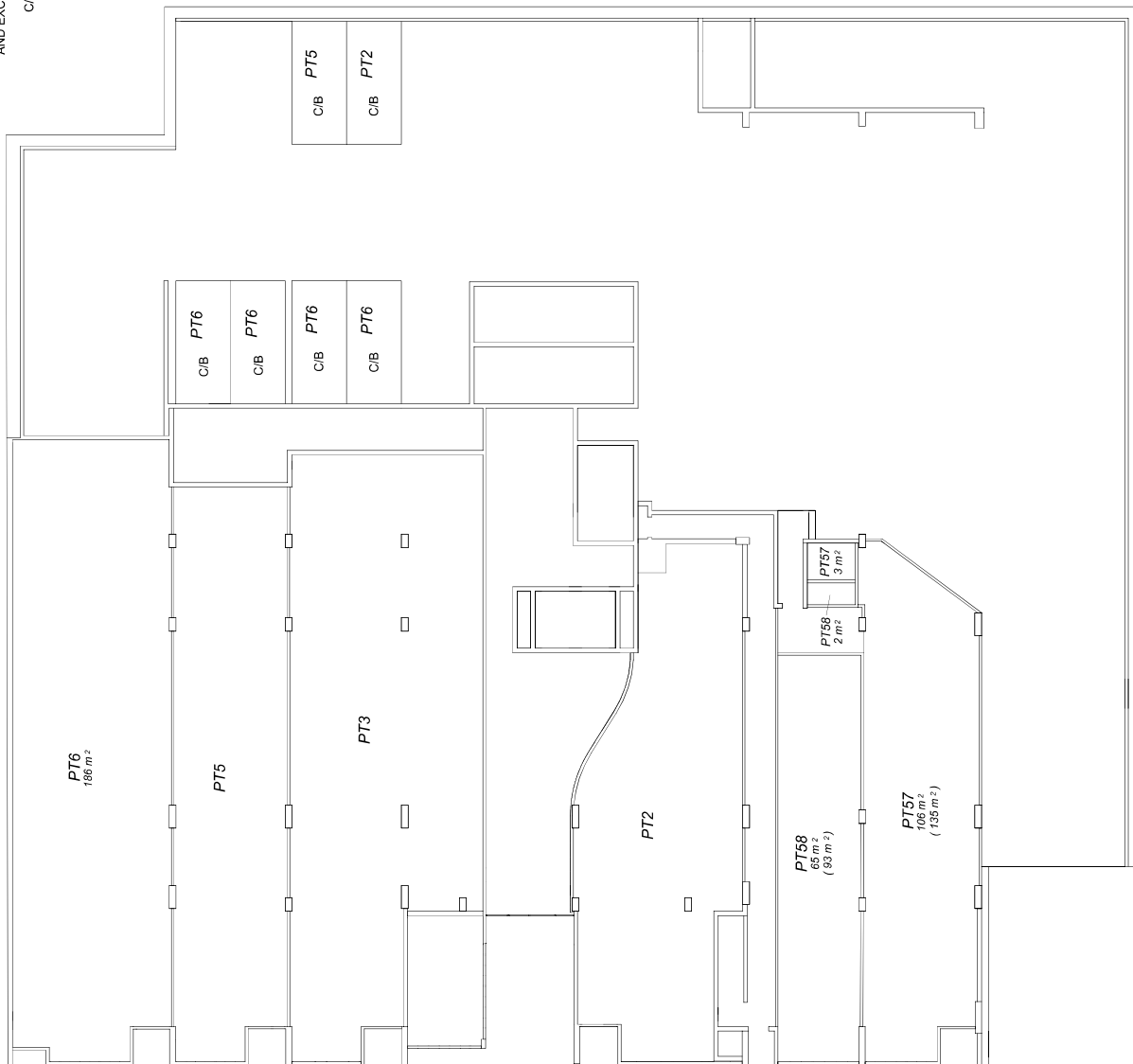
STRATA PLAN  
77146

VERSION NUMBER  
1

SHEET 2 OF 4 SHEETS

LOWER GROUND FLOOR PLAN

ALL PIERS & DUCTS ARE COMMON PROPERTY  
AND EXCLUDED FROM LOTS  
C/B = CARBAY



SCALE 1 : 200 @ A3



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 PARTS OF LOTS WHICH ARE CARBAYS SHOWN ON THE STRATA PLAN ARE TO WHERE SHOWN DESIGNATED DIMENSIONS. THE UPPER SURFACE OF THEIR FLOOR AND 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR FLOOR, EXCEPT WHERE COVERED.

ALL ANGLES ARE 90 DEGREES UNLESS SHOWN OTHERWISE.



STRATA PLAN  
77146

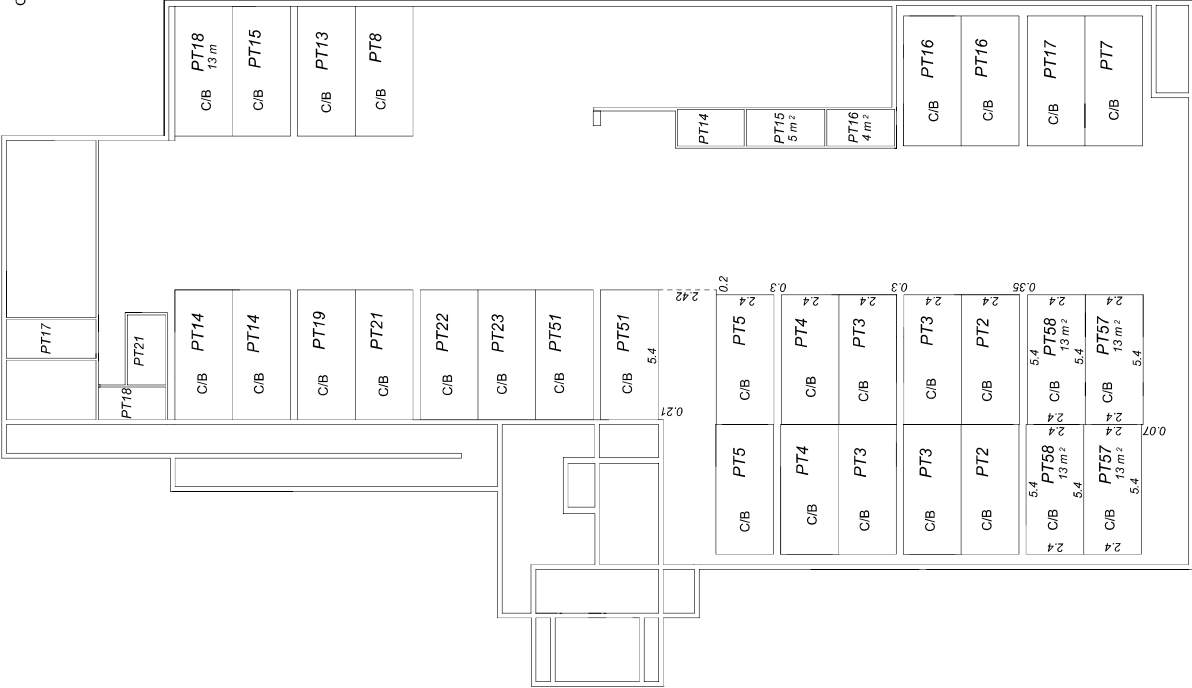
SHEET  
3 OF 4

VERSION NUMBER  
1



UPPER GROUND FLOOR PLAN

ALL PIERS & DUCTS ARE COMMON PROPERTY  
AND EXCLUDED FROM LOTS  
C/B = CARBAY



SCALE 1 : 200 @ A3



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 PARTS OF LOTS WHICH ARE CARBAYS SHOWN ON THE STRATA PLAN ARE TO WHERE SHOWN DESIGNATED DIMENSIONS. THE UPPER SURFACE OF THEIR FLOOR AND 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR FLOOR, EXCEPT WHERE COVERED.

ALL ANGLES ARE 90 DEGREES UNLESS SHOWN OTHERWISE.



STRATA PLAN  
77146

SHEET 4 OF 4  
VERSION NUMBER 1



## 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 SP77146

Scheme Address 238 OXFORD STREET, LEEDERVILLE

Lot Number	Unit Entitlement
2	362
3	434
4	144
5	338
6	410
7	108
8	110
9	142
10	142
11	215
12	140
13	128
14	195
15	133
16	133
17	99
18	96
19	142

Lot Number	Unit Entitlement
20	98
21	105
22	135
23	135
24	208
25	137
26	137
27	209
28	137
29	137
30	209
31	137
32	142
33	212
34	140
35	140
36	212
37	142

Lot Number	Unit Entitlement
38	207
39	108
40	142
41	142
42	108
43	207
44	154
45	262
46	240
47	240
48	262
49	154
50	308
51	252
52	316
53	256
57	247
58	152

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

## CERTIFICATE OF LICENSED VALUER

I, Don Eftos, 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.

23rd December 2021

Date



Donald Eftos  
2021.12.23 14:08:16  
+08'00'

Licensed Valuer Signature

## Occupancy permit

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

Permit number  
OP 6.2021.533.1

### 1. Details of building or structure

Property street address	LOT: 1 STR: 77146 1/238 Oxford Street LEEDERVILLE 6007			
Strata plan no	If provided by the applicant for the purposes of the Strata Titles Act 1985-n/a			
Building Code of Australia (BCA) class of the building(s) (refer to the relevant certificate of compliance)	Class 6			
	Secondary BCA class (for multi-purpose buildings)	N/A	Third BCA class (for multi-purpose buildings)	N/A
Use(s) of the building	Retail		Each restriction on use- n/a	

### 2. Certificate of construction compliance or certificate of building compliance

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

Building surveying contractor/public authority's name	S M Roberts		
Phone/fax	Phone No: 9364 3395	Fax no: n/a	
Email address	scott.roberts@resolvegroup.com.au		Date: 15.09.2021

### 3. Permit details

This occupancy permit is for	Two new tenancies-1a & 1b
Permit details	N/A
Permit has been granted under the Building Act 2011	Section 51- Unauthorised Work-New Wall to be divided into two tenancies-1a & 1b + a doorway into building façade for the 1b tenancy
Date of permit validity	Has indefinite validity.



Permit is issued  
subject to the  
following  
conditions being  
met

N/A

**Issuing officer**

Name  
Sam Neale

Job title  
Building Surveyor

Signature



Date: 22.09.21

**Permit authority**

City of Vincent

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



# ENDORSEMENT CERTIFICATE

LG/WAPC Ref: 7.2021.37.2

Strata Plan No: 77146

## *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: 1/ 238 Oxford Street Leederville

Lot (or Strata Plan) No.: Lot 1 SP 77146

Location: No. 238 Oxford

Locality: Leederville

Local Government: City of Vincent

Lodged by: Total Survey Solutions Pty Ltd

Date Submitted: 14/10/21

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: 

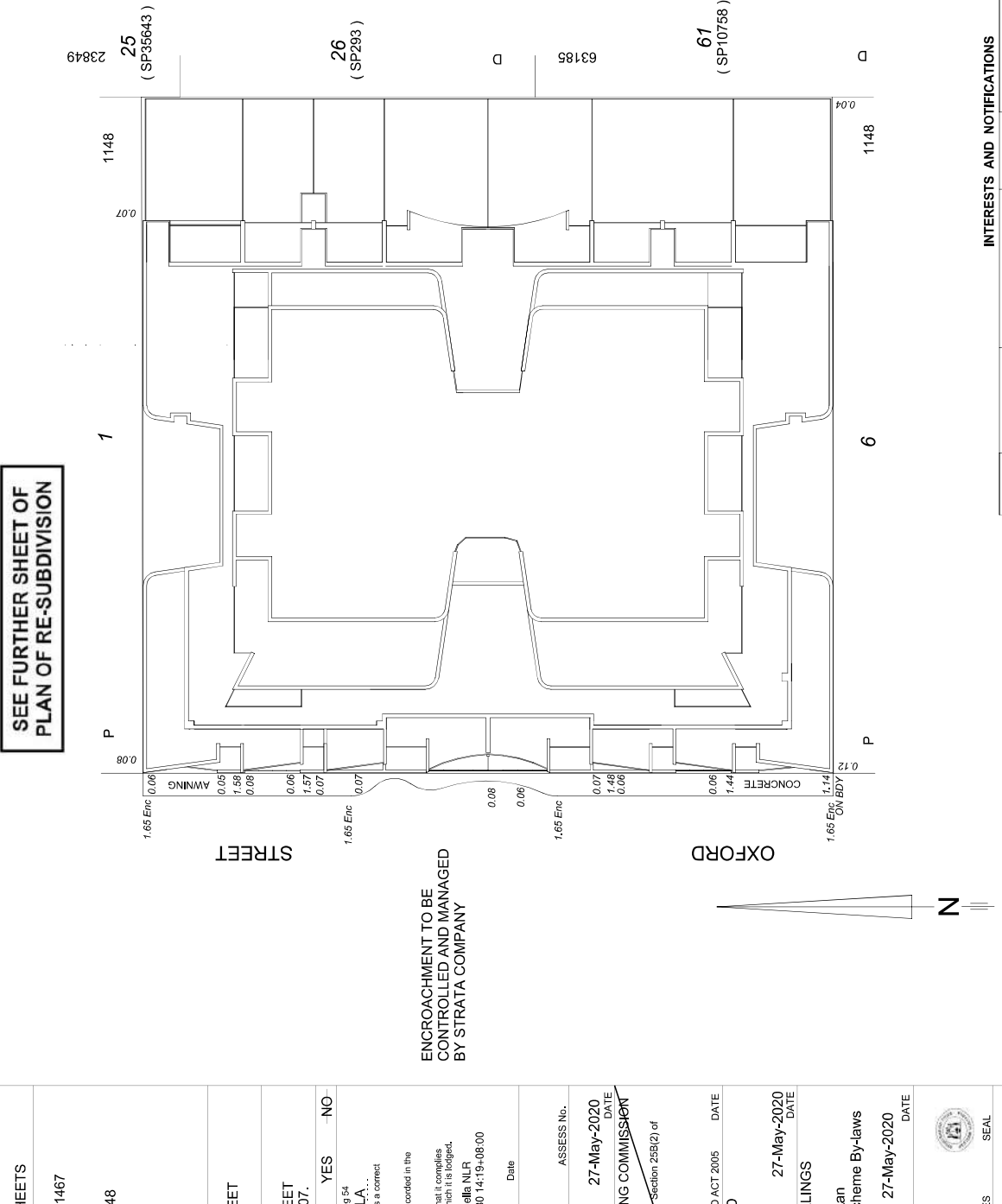
Dated: 25 November 2021

For and on behalf of the Western Australian Planning Commission  
and/or the City / Town / Shire\* of:

City of Vincent

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

\* Strike out as required

STRATA PLAN <b>77146</b> SHEET 1 OF 9 SHEETS		LOCATION PLAN		VERSION 2	AMENDMENT Encroachment note added	AUTHORISED BY L Mannella	DATE 3/6/2020
PLAN OF LOT 800 ON DP411467		<div>SEE FURTHER SHEET OF PLAN OF RE-SUBDIVISION</div> 					
CERTIFICATE OF TITLE VOLUME 2983 FOLIO 48							
LOCAL GOVERNMENT CITY OF VINCENT							
FIELD RECORD 149897							
NAME OF SCHEME 238 OXFORD STREET LEEDERVILLE							
ADDRESS OF PARCEL 238 OXFORD STREET LEEDERVILLE, 6007.							
MANAGEMENT STATEMENT YES NO							
SURVEYOR'S CERTIFICATE - Reg 54 LEONARDO MANNELLA I, the undersigned, being a duly qualified and licensed surveyor, hereby certify that this plan is accurate and is a correct representation of the: (a) survey; and/or (b) calculations from measurements recorded in the field notes. (* delete if inapplicable) undertaken for the purposes of this plan and that it complies with the relevant written law(s) in relation to which it is lodged. Leo Mannella NLR 2020-04-30 14:19-08:00 Licensed Surveyor							
LOGGED 30-Apr-2020 DATE		FEE PAID EXAMINED 27-May-2020 DATE		ASSESS No.			
WESTERN AUSTRALIAN PLANNING COMMISSION W.A.P.C. REF: Certificate of Approval of W.A.P.C. under Section 25B(2) of Strata Titles Act 1985							
DELEGATED UNDER SEC 16 OF THE P & D ACT 2005 PLAN APPROVED DATE							
INSPECTOR OF PLANS AND SURVEYS (S. 18 Licensed Surveyors Act 1985) IN ORDER FOR DEALINGS SUBJECT TO Application to Register Strata Plan Prior Approval of DP411467, Scheme By-laws DATE							
REGISTERED O401071 APPLICATION 27-May-2020 DATE							
REGISTERAR OF TITLES DATE							
SEAL							
GOVERNMENT OF WESTERN AUSTRALIA							
Landgate							
INTERESTS AND NOTIFICATIONS							
SUBJECT		PURPOSE		STATUTORY REFERENCE		LAND BURDENED	
BENEFIT TO		ORIGIN		COMMENTS			



STRATA PLAN  
77146

SHEET 3 OF 9 SHEETS

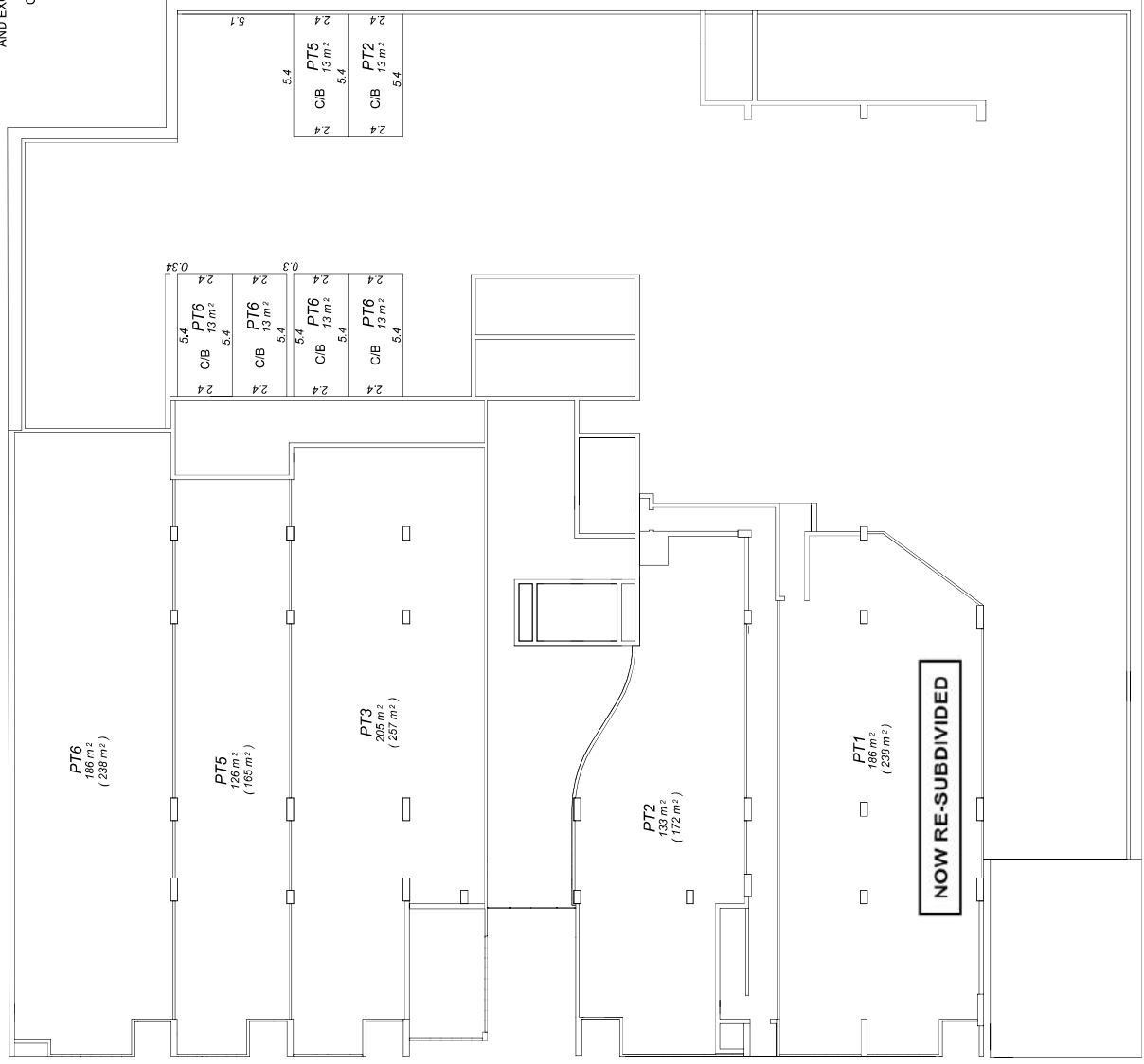
SEE FURTHER SHEET OF  
PLAN OF RE-SUBDIVISION



SCALE 1 : 200 @ A3



LOWER GROUND FLOOR PLAN



ALL PIERS & DUCTS ARE COMMON PROPERTY  
AND EXCLUDED FROM LOTS  
CB = CARBAY

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

ALL ANGLES ARE 90 DEGREES UNLESS SHOWN OTHERWISE.

FOR PARTS OF LOTS 4, 9, 12, 20, & 24 - 53 SEE SHEET 2  
FOR PARTS OF LOTS 1, 5, 7, 8, 13, 19, 21, 23 & 51 SEE SHEET 4  
FOR PARTS OF LOTS 7 - 18 SEE SHEET 5  
FOR PARTS OF LOTS 19 - 31 SEE SHEET 6  
FOR PARTS OF LOTS 32 - 43 SEE SHEET 7  
FOR PARTS OF LOTS 44 - 49 SEE SHEET 8  
FOR PARTS OF LOTS 50 - 53 SEE SHEET 9

TOTAL SURVEY SOLUTIONS  
LICENSED SURVEYORS  
10 GARROW COURT  
KINGSLEY, W.A. 6026  
MOBILE: 0411588277  
EMAIL: [lots@tssgpp.com.au](mailto:lots@tssgpp.com.au)

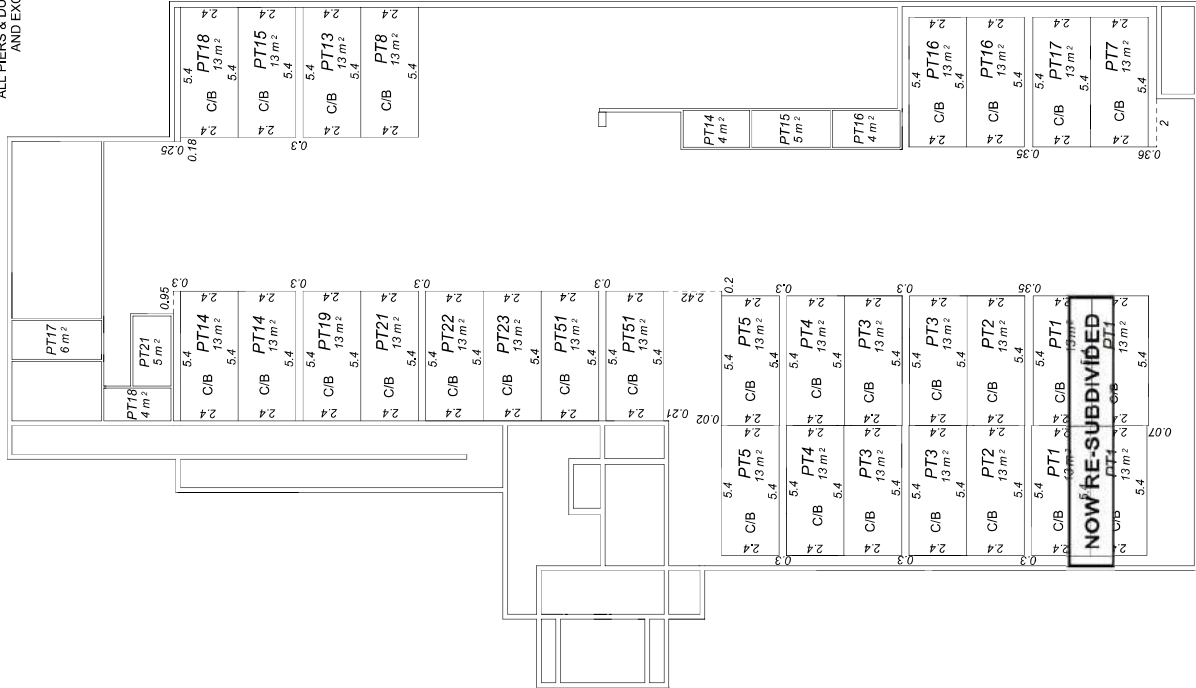
HELD BY LANDGATE IN DIGITAL FORMAT ONLY

UPPER GROUND FLOOR PLAN

STRATA PLAN  
77146

SHEET 4 OF 9 SHEETS

C/B = CARBAY  
ALL PIERS & DUCTS ARE COMMON PROPERTY  
AND EXCLUDED FROM LOTS



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

THE BOUNDARIES OF THE PARTS OF LOTS WHICH ARE CARBAYS SHOWN ON THE STRATA PLAN ARE TO WHERE SHOWN DESIGNATED DIMENSIONS. THE UPPER SURFACE OF THEIR FLOOR AND 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR FLOOR, EXCEPT WHERE COVERED.

ALL ANGLES ARE 90 DEGREES UNLESS SHOWN OTHERWISE.

FOR PARTS OF LOTS 4, 9 - 12, 20, & 24 - 53 SEE SHEET 2  
FOR PARTS OF LOTS 1 - 3, 5 & 6 SEE SHEET 3  
FOR PARTS OF LOTS 7 - 18 SEE SHEET 5  
FOR PARTS OF LOTS 19 - 31 SEE SHEET 6  
FOR PARTS OF LOTS 32 - 43 SEE SHEET 7  
FOR PARTS OF LOTS 44 - 49 SEE SHEET 8  
FOR PARTS OF LOTS 50 - 53 SEE SHEET 9

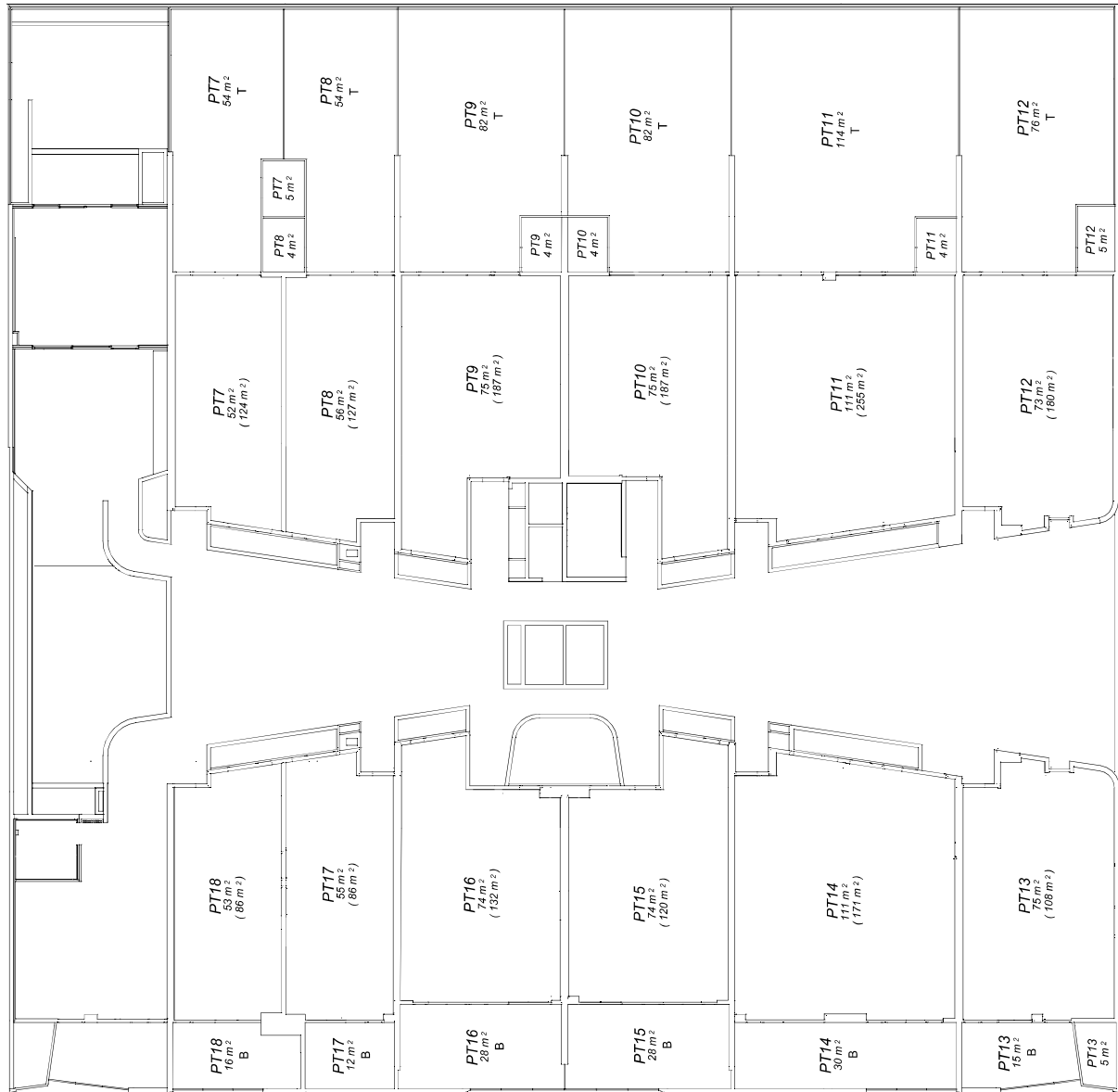
TOTAL SURVEY SOLUTIONS  
LICENSED SURVEYORS  
10 GARROW COURT  
KINGSLEY, W.A. 6026  
MOBILE: 0411588277  
EMAIL: leotis@tss.com.au

## STRATA PLAN

77146

SHEET 5 OF 9 SHEETS

## FIRST FLOOR PLAN

B = BALCONY  
T = TERRACEALL PIERS & DUCTS ARE COMMON PROPERTY  
AND EXCLUDED FROM LOTSSEE FURTHER SHEET OF  
PLAN OF RE-SUBDIVISION

N

SCALE 1 : 200 @ A3

0 5 10 15

THE BOUNDARIES OF THE LOTS OR PARTS OF THE LOTS WHICH ARE BUILDINGS SHOWN ON THE STRATA PLAN ARE THE INNER SURFACES OF THE WALLS, THE UPPER SURFACE OF THE FLOOR AND THE UNDER SURFACE OF THE CEILING AS PROVIDED BY SECTION 32(3) OF THE STRATA TITLES ACT 1985.

THE BOUNDARIES OF THE PARTS OF LOTS WHICH ARE TERRACES SHOWN ON THE STRATA PLAN ARE TO THE OUTER SURFACE OF THE BUILDING WALL, THE INNER SURFACE OF ALL OTHER WALLS OR PIERS, THE UPPER SURFACE OF THE FLOOR AND THE PROLONGATION OF THE UNDER SURFACE OF THE CEILING OF THE RESPECTIVE BUILDING PART LOT.

THE BOUNDARIES OF THE PARTS OF LOTS WHICH ARE BALCONIES SHOWN ON THE STRATA PLAN ARE TO THE OUTER SURFACE OF THE BUILDING WALL, THE INNER SURFACE OF ALL OTHER WALLS OR PIERS OR WHERE NO WALLS THE EDGE OF THE BALCONY SLAB, THE UPPER SURFACE OF THE FLOOR AND THE PROLONGATION OF THE UNDER SURFACE OF THE CEILING OF THE RESPECTIVE BUILDING PART LOT.

ALL ANGLES ARE 90 DEGREES UNLESS SHOWN OTHERWISE.

FOR PARTS OF LOTS 4, 9, 12, 20, 24, 53 SEE SHEET 2

FOR PARTS OF LOTS 1, 3, 5 & 6 SEE SHEET 3

FOR PARTS OF LOTS 1, 5, 7, 8, 13, 19, 21, 23 & 51 SEE SHEET 4

FOR PARTS OF LOTS 19, 21, 23 & 51 SEE SHEET 6

FOR PARTS OF LOTS 32, 43 SEE SHEET 7

FOR PARTS OF LOTS 44, 49 SEE SHEET 8

FOR PARTS OF LOTS 50, 53 SEE SHEET 9

TOTAL SURVEY SOLUTIONS  
LICENSED SURVEYORS  
10 GARROW COURT  
KINGSLEY, W.A. 6026  
MOBILE: 0411588277  
EMAIL: [lots@tssg.com.au](mailto:lots@tssg.com.au)

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STRATA PLAN  
77146

SHEET 6 OF 9 SHEETS

SEE FURTHER SHEET OF  
PLAN OF RE-SUBDIVISION



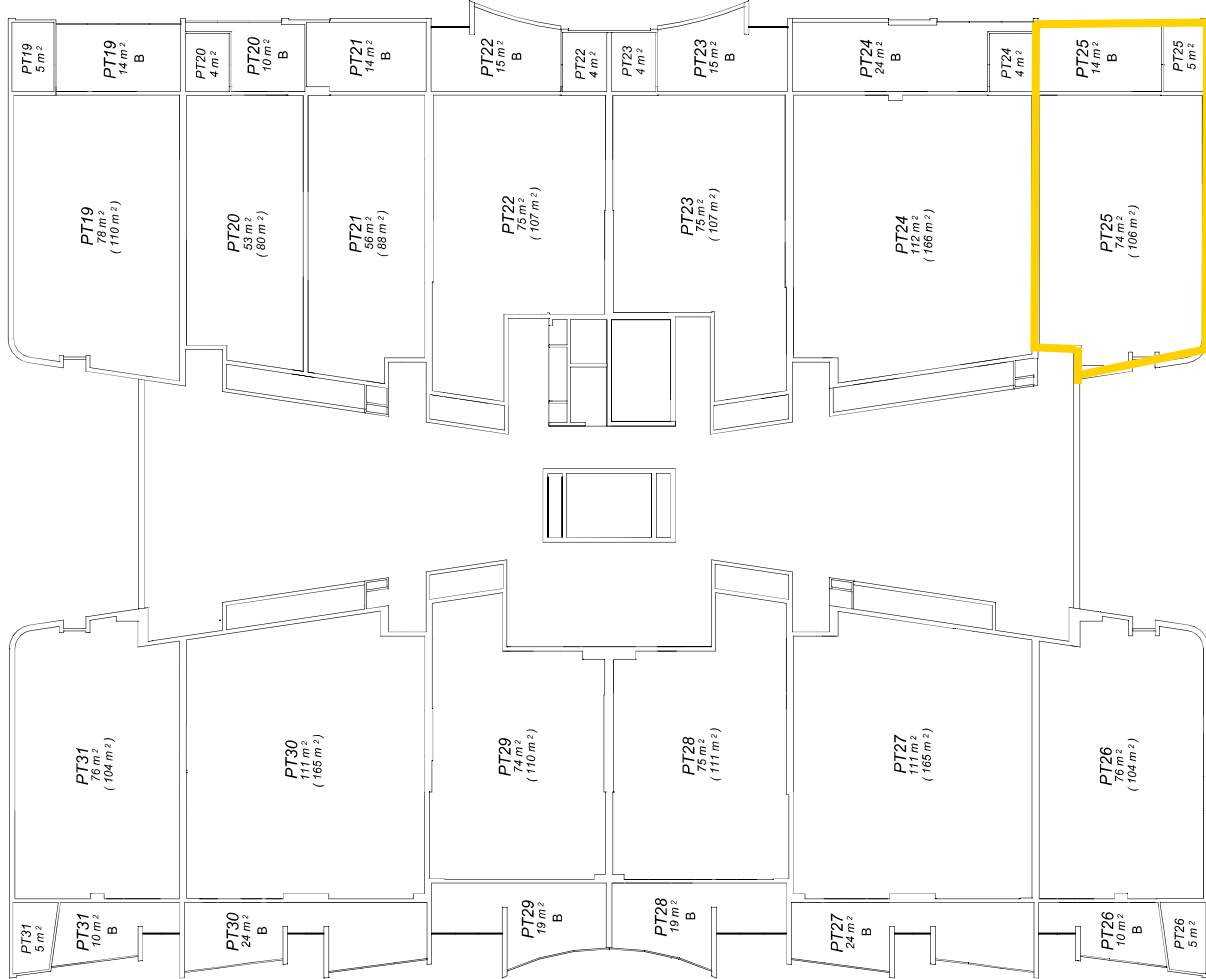
SCALE 1 : 200 @ A3



SECOND FLOOR PLAN

B = BALCONY

ALL PIERS & DUCTS ARE COMMON PROPERTY  
AND EXCLUDED FROM LOTS



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

THE BOUNDARIES OF THE PARTS OF LOTS WHICH ARE BALCONIES SHOWN  
ON THE STRATA PLAN ARE THE UNDER SURFACE OF THE BALCONY WALL  
THE INNER SURFACE OF ALL OTHER WALLS OR PIERS OR WHERE NO WALLS THE EDGE  
OF THE FLOOR SLAB IS THE BOUNDARY. THE UPPER SURFACE OF THEIR FLOOR AND  
THE PROLONGATION OF THE UNDER SURFACE OF THE CEILING OF THE  
RESPECTIVE BUILDING PART LOT.

ALL ANGLES ARE 90 DEGREES UNLESS SHOWN OTHERWISE.

FOR PARTS OF LOTS 4, 9 - 12, 20, & 24 - 53 SEE SHEET 2  
FOR PARTS OF LOTS 1 - 3, 5 & 6 SEE SHEET 3  
FOR PARTS OF LOTS 1 - 5, 7, 8, 13 - 19, 21 - 23 & 51 SEE SHEET 4  
FOR PARTS OF LOTS 1 - 18 SEE SHEET 5  
FOR PARTS OF LOTS 19 - 23 SEE SHEET 6  
FOR PARTS OF LOTS 24 - 48 SEE SHEET 8  
FOR PARTS OF LOTS 50 - 53 SEE SHEET 9

Attachment 1 (3 of 3)

TOTAL SURVEY SOLUTIONS  
LICENSED SURVEYORS  
10 GARROW COURT  
KINGSLEY, W.A. 6026  
MOBILE: 0411588277  
EMAIL: les@tssgpp.com.au

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## STRATA PLAN

77146

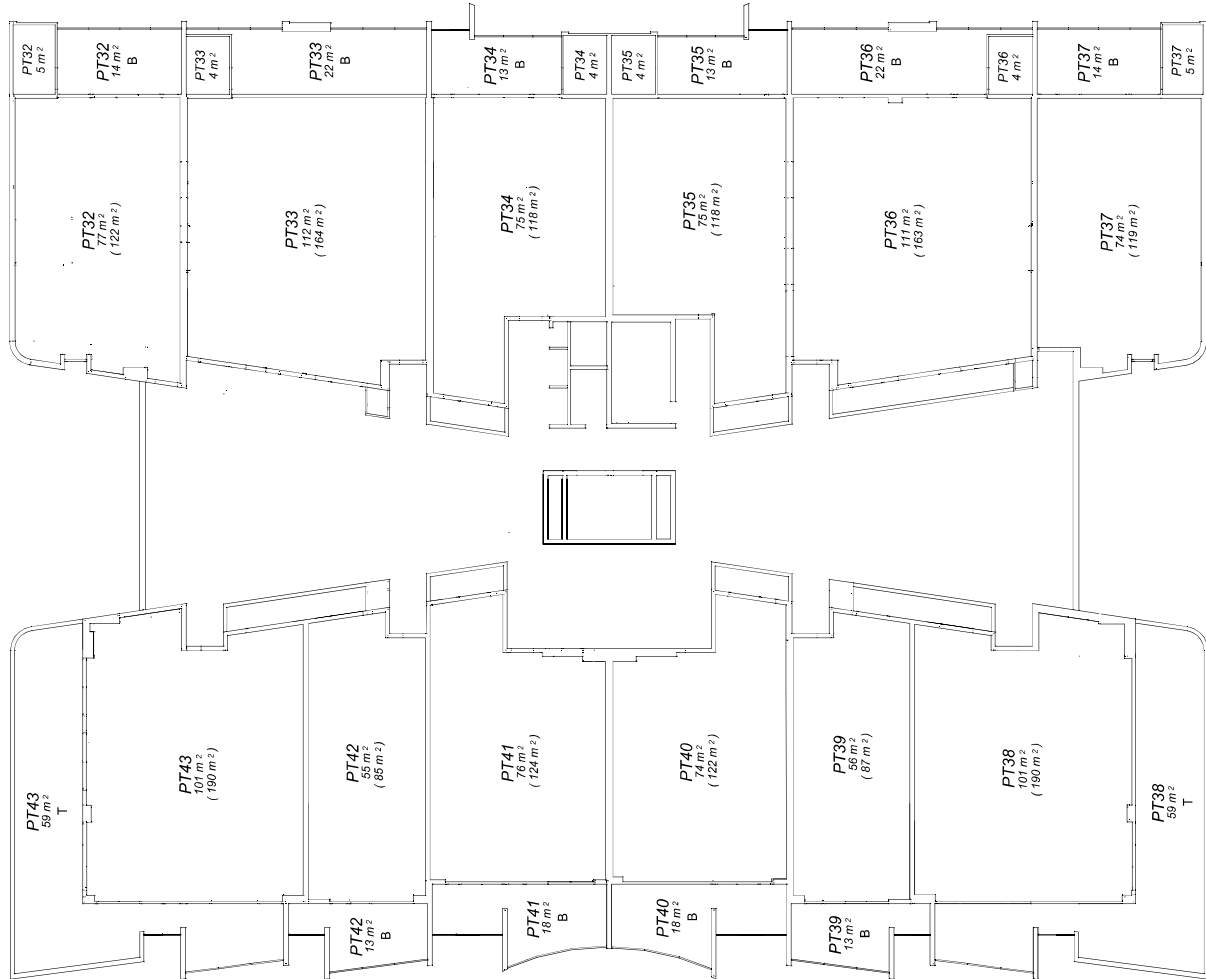
SHEET 7 OF 9 SHEETS

SEE FURTHER SHEET OF  
PLAN OF RE-SUBDIVISION

SCALE 1 : 200 @ A3

0 5 10 15

## THIRD FLOOR PLAN

B = BALCONY  
T = TERRACEALL PIERS & DUCTS ARE COMMON PROPERTY  
AND EXCLUDED FROM LOTS

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 WHICH ENCLOSURE THE BUILDINGS. THE BOUNDARIES OF THE LOTS WHICH ARE TERRACES SHOWN ON THE STRATA PLAN ARE TO THE OUTER SURFACE OF THE BUILDING WALL, THE INNER SURFACE OF ALL OTHER WALLS OR PIERS, THE UPPER SURFACE OF THE ROOF OR CEILING OF THE BUILDING OR THE UPPER SURFACE OF THE CEILING OF THE RESPECTIVE BUILDING PART LOT.

THE BOUNDARIES OF THE PARTS OF LOTS WHICH ARE TERRACES SHOWN ON THE STRATA PLAN ARE TO THE OUTER SURFACE OF THE BUILDING WALL, THE INNER SURFACE OF ALL OTHER WALLS OR PIERS OR WHERE NO WALLS THE EDGE OF THE TERRACE OR THE PROLONGATION OF THE UNDER SURFACE OF THE CEILING OF THE RESPECTIVE BUILDING PART LOT.

THE BOUNDARIES OF THE PARTS OF LOTS WHICH ARE BALCONIES SHOWN ON THE STRATA PLAN ARE TO THE OUTER SURFACE OF THE BUILDING WALL, THE INNER SURFACE OF ALL OTHER WALLS OR PIERS OR WHERE NO WALLS THE EDGE OF THE BALCONY OR THE PROLONGATION OF THE UNDER SURFACE OF THE CEILING OF THE RESPECTIVE BUILDING PART LOT.

ALL ANGLES ARE 90 DEGREES UNLESS SHOWN OTHERWISE.

FOR PARTS OF LOTS 4, 9, 12, 20, & 24-53 SEE SHEET 2

FOR PARTS OF LOTS 1-3, 5, 6, 8, 13, 19, 21, 23 & 51 SEE SHEET 3

FOR PARTS OF LOTS 1-5, 7, 8, 13-19, 21-23 & 51 SEE SHEET 4

FOR PARTS OF LOTS 7-18 SEE SHEET 5

FOR PARTS OF LOTS 19-31 SEE SHEET 6

FOR PARTS OF LOTS 32-43 SEE SHEET 7

FOR PARTS OF LOTS 44-49 SEE SHEET 8

FOR PARTS OF LOTS 50-53 SEE SHEET 9

TOTAL SURVEY SOLUTIONS  
LICENSED SURVEYORS  
10 GARROW COURT  
KINGSLEY, W.A. 6026  
MOBILE: 0411588277  
EMAIL: [lots@tssgpp.com.au](mailto:lots@tssgpp.com.au)

HELD BY LANDGATE IN DIGITAL FORMAT ONLY

STRATA PLAN

77146

SHEET 8 OF 9 SHEETS

FOURTH FLOOR PLAN

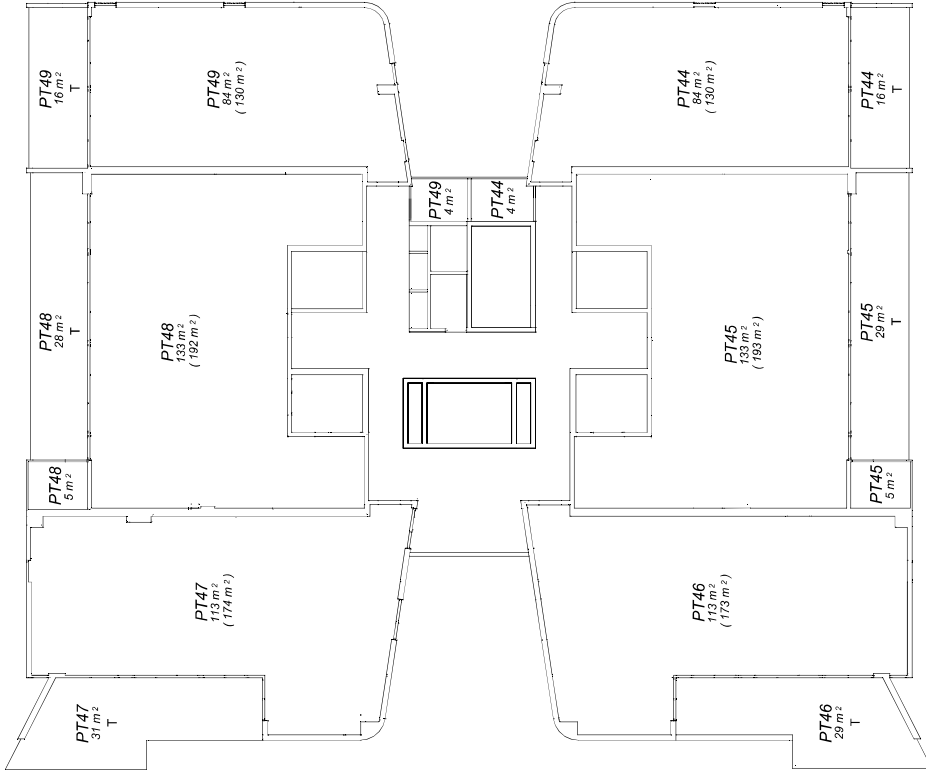
T = TERRACE

ALL PIERS & DUCTS ARE COMMON PROPERTY  
AND EXCLUDED FROM LOTS

SEE FURTHER SHEET OF  
PLAN OF RE-SUBDIVISION



SCALE 1 : 200 @ A3



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

THE BOUNDARIES OF THE PARTS OF LOTS WHICH ARE TERRACES SHOWN ON THE STRATA PLAN ARE THE UPPER SURFACE OF THE BUILDING WALL, THE UPPER SURFACE OF THE FLOOR AND THE UNDER SURFACE OF THE CEILING OF THE PROLONGATION OF THE UNDER SURFACE OF THE CEILING OF THE RESPECTIVE BUILDING PART LOT.

ALL ANGLES ARE 90 DEGREES UNLESS SHOWN OTHERWISE.

FOR PARTS OF LOTS 4, 9-12, 20, & 24-53 SEE SHEET 2  
FOR PARTS OF LOTS 1-3, 5 & 6 SEE SHEET 3  
FOR PARTS OF LOTS 1-5, 7, 8, 13-19, 21-23 & 51 SEE SHEET 4  
FOR PARTS OF LOTS 7-18 SEE SHEET 5  
FOR PARTS OF LOTS 19-31 SEE SHEET 6  
FOR PARTS OF LOTS 32-43 SEE SHEET 7  
FOR PARTS OF LOTS 50-53 SEE SHEET 9

TOTAL SURVEY SOLUTIONS  
LICENSED SURVEYORS  
10 GARROW COURT  
KINGSLEY, W.A. 6026  
MOBILE: 0411588277  
EMAIL: [lots@tssg.com.au](mailto:lots@tssg.com.au)

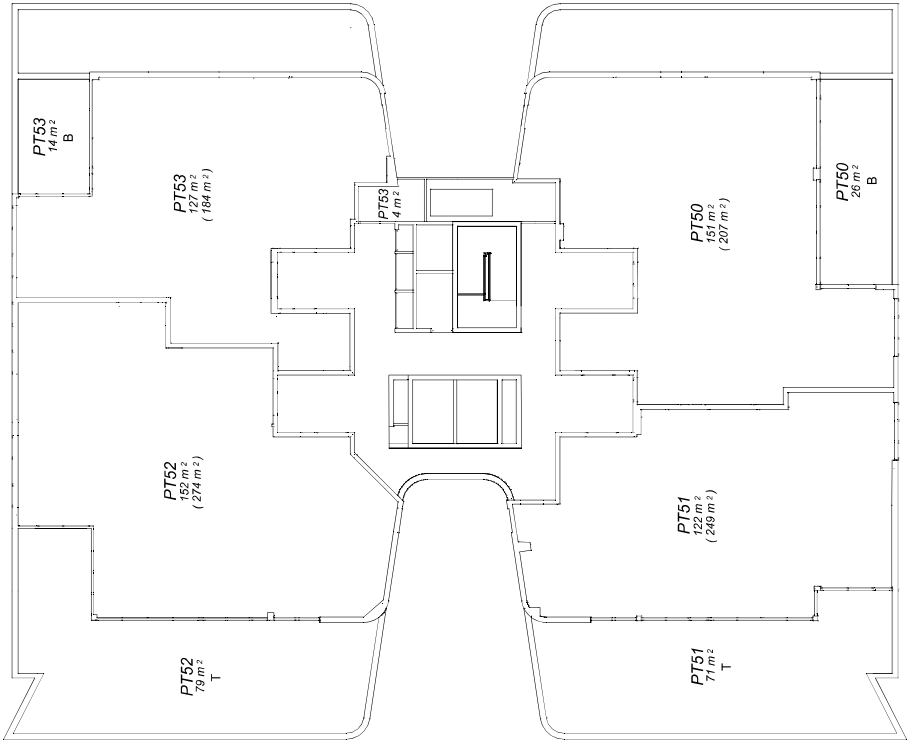
HELD BY LANDGATE IN DIGITAL FORMAT ONLY

STRATA PLAN  
**77146**

SHEET 9 OF 9 SHEETS

FIFTH FLOOR PLAN

B = BALCONY  
T = TERRACE  
  
ALL PIERS & DUCTS ARE COMMON PROPERTY  
AND EXCLUDED FROM LOTS



SEE FURTHER SHEET OF  
PLAN OF RE-SUBDIVISION

SCALE 1 : 200 @ A3

THE BOUNDARIES OF THE LOTS OR PARTS OF THE LOTS WHICH ARE BUILDINGS SHOWN ON THE STRATA PLAN ARE THE INNER SURFACES OF THE WALLS  
THE UPPER SURFACE OF THE FLOOR AND THE UNDER SURFACE OF THE CEILING  
AS PROVIDED BY SECTION 3(2)(a) OF THE STRATA TITLES ACT 1985 .  
  
THE BOUNDARIES OF THE PARTS OF LOTS WHICH ARE TERRACES  
SHOWN ON THE STRATA PLAN ARE TO THE OUTER SURFACE OF THE BUILDING WALL ,  
THE INNER SURFACE OF ALL OTHER WALLS OR PIERS , THE UPPER SURFACE OF  
THEIR FLOOR AND THE PROLONGATION OF THE UNDER SURFACE OF THE CEILING  
OF THE RESPECTIVE BUILDING PART LOT .  
  
THE BOUNDARIES OF THE PARTS OF LOTS WHICH ARE BALCONIES SHOWN ON THE  
STRATA PLAN ARE TO THE OUTER SURFACE OF THE BUILDING WALL ,  
THE INNER SURFACE OF ALL OTHER WALLS OR PIERS OR WHERE NO WALLS THE EDGE  
OF THE FLOOR SLAB IS THE BOUNDARY . THE UPPER SURFACE OF THEIR FLOOR AND  
THE PROLONGATION OF THE UNDER SURFACE OF THE CEILING OF THE  
RESPECTIVE BUILDING PART LOT .  
  
ALL ANGLES ARE 90 DEGREES UNLESS SHOWN OTHERWISE .  
  
FOR PARTS OF LOTS 4 , 9 - 12 , 20 , & 24 - 53 SEE SHEET 2  
FOR PARTS OF LOTS 1 - 3 , 5 & 6 SEE SHEET 3  
FOR PARTS OF LOTS 1 - 5 , 7 , 8 , 13 - 19 , 21 - 23 & 51 SEE SHEET 4  
FOR PARTS OF LOTS 1 - 19 SEE SHEET 5  
FOR PARTS OF LOTS 19 - 23 SEE SHEET 6  
FOR PARTS OF LOTS 32 - 43 SEE SHEET 7  
FOR PARTS OF LOTS 44 - 49 SEE SHEET 8

TOTAL SURVEY SOLUTIONS  
LICENSED SURVEYORS  
10 GARROW COURT  
KINGSLEY , W.A. 6026 .  
MOBILE : 0411588277  
EMAIL : leotis@tpg.com.au

## FORM 26

WAPC Ref.

STRATA PLAN NO 77146

*Strata Titles Act 1985*

Sections 25(1), 25(4)

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

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

\* (i) the ~~\*Strata Plan/plan of re-subdivision/plan of consolidation~~ submitted on . . . . .  
24-Mar-20 . . . . . and relating to the property  
described below;

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

Property Description: Lot (or Strata Plan) No. . . . .  
LOT 800 DEPOSITED PLAN 411467 . . . . .  
Location . . . . .  
238 OXFORD STREET . . . . .  
Locality . . . . .  
LEEDERVILLE . . . . .  
Local Government . . . . .  
VINCENT . . . . .

Lodged by: TOTAL SURVEY SOLUTIONS . . . . .  
Date: . . . . . 24-Mar-20 . . . . .  
. . . . .

  
Mitchell Hoad  
A/Coordinator Planning Services

For Chairman, Western Australian  
Planning Commission

28 April 2020

Date

(\*To be deleted as appropriate.)

**FORM 3**

STRATA PLAN No.				77146			
Schedule of Unit Entitlement		Office Use Only		Schedule of Unit Entitlement		Office Use Only	
		Current Cs of Title				Current Cs of Title	
Lot No,	Unit Entitlement	Vol.	Fol.	Lot No,	Unit Entitlement	Vol.	Fol.
1	399			28	137		
2	362			29	137		
3	434			30	209		
4	144			31	137		
5	338			32	142		
6	410			33	212		
7	108			34	140		
8	110			35	140		
9	142			36	212		
10	142			37	142		
11	215			38	207		
12	140			39	108		
13	128			40	142		
14	195			41	142		
15	133			42	108		
16	133			43	207		
17	99			44	154		
18	96			45	262		
19	142			46	240		
20	98			47	240		
21	105			48	262		
22	135			49	154		
23	135			50	308		
24	208			51	252		
25	137			52	316		
26	137			53	256		
27	209						

Continued Overleaf

**SEE FURTHER SHEET OF  
PLAN OF RE-SUBDIVISION**

# FORM 3

STRATA PLAN No.						77146	
Schedule of Unit Entitlement		Office Use Only		Schedule of Unit Entitlement		Office Use Only	
		Current Cs of Title				Current Cs of Title	
Lot No,	Unit Entitlement	Vol.	Fol.	Lot No,	Unit Entitlement	Vol.	Fol.
		SEE FURTHER SHEET OF PLAN OF RE-SUBDIVISION					


## DESCRIPTION OF PARCEL AND BUILDING

A multi level mixed use development comprising 6 lower ground level commercial units and 47 one, two and three bedroom apartments built over five upper levels and having basement and lower ground level parking.

## CERTIFICATE OF LICENSED VALUER STRATA

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

24-Mar-2020  
Date

 Don Eftos  
2020.03.24  
12:33:01 +08'00'  
Signed

## FORM 5

Strata Titles Act 1985

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

STRATA PLAN No. 77146

### DESCRIPTION OF PARCEL & BUILDING

Parcel: Lot 800 on Deposited Plan 411467  
Address: 238 Oxford Street, Leederville WA 6007  
Building: 47 Residential & 6 Commercial Units.

### CERTIFICATE OF LICENSED SURVEYOR

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

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

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

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

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

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

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

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



Digitally signed by Tyson Segaram  
Date: 2020.03.21 21:29:54 +08'00'

.....  
Licensed Surveyor

.....  
Date

\*Delete if inapplicable

## Occupancy permit – strata

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

Permit number  
OPS 6.2020.166.1

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

## 1. Details of building or structure

Property street address (provide lot number where street number is not known)	238-246 Oxford Street, LEEDERVILLE 6007		
Certificate of title	Volume	Folio	
Lot(s) on survey	Lot 800 on DP411467		
Strata plan number	77146	Land being re-subdivided (if applicable)	Not applicable
Description of building	7- Storey Mixed Use Building		
BCA class of the building	Main BCA class 2	Secondary BCA class (for multi-purpose buildings 5, 6, 7a	
Use(s) of the building	Apartments, Office, Shops, Carpark	Each restriction on use (if applicable) Not applicable	

## 2. Permit details


This occupancy permit strata is for: whole of building

Details

Western Australian Planning Commission approval required? Yes

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

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

Issuing officer	Name <b>Luigi Anselmo</b>	Job title Delegated Officer
	Signature 	Date: 16/04/2020
Permit authority	City of Vincent	



[illegible]

# Strata Plan 77146

Lot	Certificate of Title	Lot Status	Part Lot
1	2983/49 (Cancelled)	Retired	
2	2983/50	Registered	
3	2983/51	Registered	
4	2983/52	Registered	
5	2983/53	Registered	
6	2983/54	Registered	
7	2983/55	Registered	
8	2983/56	Registered	
9	2983/57	Registered	
10	2983/58	Registered	
11	2983/59	Registered	
12	2983/60	Registered	
13	2983/61	Registered	
14	2983/62	Registered	
15	2983/63	Registered	
16	2983/64	Registered	
17	2983/65	Registered	
18	2983/66	Registered	
19	2983/67	Registered	
20	2983/68	Registered	
21	2983/69	Registered	
22	2983/70	Registered	
23	2983/71	Registered	
24	2983/72	Registered	
25	2983/73	Registered	
26	2983/74	Registered	
27	2983/75	Registered	
28	2983/76	Registered	
29	2983/77	Registered	
30	2983/78	Registered	
31	2983/79	Registered	
32	2983/80	Registered	
33	2983/81	Registered	
34	2983/82	Registered	
35	2983/83	Registered	
36	2983/84	Registered	
37	2983/85	Registered	
38	2983/86	Registered	
39	2983/87	Registered	
40	2983/88	Registered	
41	2983/89	Registered	
42	2983/90	Registered	
43	2983/91	Registered	
44	2983/92	Registered	
45	2983/93	Registered	

# Strata Plan 77146

Lot	Certificate of Title	Lot Status	Part Lot
46	2983/94	Registered	
47	2983/95	Registered	
48	2983/96	Registered	
49	2983/97	Registered	
50	2983/98	Registered	
51	2983/99	Registered	
52	2983/100	Registered	
53	2983/101	Registered	
54	N/A	In Order For Dealings	
55	N/A	In Order For Dealings	
56	N/A	In Order For Dealings	
57	4016/101	Registered	
58	4016/102	Registered	

# Attachment 3



OFFICE USE ONLY  
**0401073 SB**  
05 May 2020 08:30:00 Perth

**SB** Scheme By-laws – New Scheme

Lodged by:<sup>11</sup> IRDI Legal  
Address: 248 Oxford Street  
LEEDERVILLE WA 6008  
Phone Number: 9443 2544  
Fax Number: 9444 3808  
Reference Number: API:20180543  
Issuing Box Number: 243V

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

Prepared by: IRDI Legal  
Address: 248 OXFORD STREET  
LEEDERVILLE WA 6008  
Phone Number: 9443 2544  
Fax Number: 9444 3808  
Reference Number: API:20180543

Titles, Leases, Evidence, Declarations etc. lodged  
herewith

1. Evidence: Attachment – Scheme By-Laws
2. Mortgagee consent
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

OFFICE USE ONLY

Landgate Officer

Number of Items Received: \_\_\_\_\_

Landgate Officer Initial: \_\_\_\_\_

<sup>11</sup> Lodging Party Name may differ from Applicant Name.



## Attachment – Scheme By-Laws

### Schedule 1 – Governance By-Laws

#### 1 Definitions and Interpretation

##### 1.1 Definitions

The following words have these meanings in the Schedule 1 and Schedule 2 by-laws unless the contrary intention appears:

- (a) **Act** means the *Strata Titles Act 1985* (WA).
- (b) **Alfresco Areas** means any outdoor or open air eating, drinking or entertainment area adjacent to or comprised in a Commercial Lot.
- (c) **Building** means the building on the parcel.
- (d) **Commercial Lots** means Lots 1 to 6 inclusive on the strata plan.
- (e) **Development** means the development comprising the lots and common property on the strata plan.
- (f) **Eatery Lot** means any Commercial Lot used as a cafe, kiosk, brasserie, bar, restaurant or takeaway premises.
- (g) **Excluded Dog** means:
  - (i) a Pit Bull Terrier;
  - (ii) a Doberman Pinscher;
  - (iii) any dog prohibited from importation into Australia by the Commonwealth government, and
  - (iv) an unregistered or dangerous dog under the *Dog Act 1976* (WA).
- (h) **Land** means the land comprised in the strata plan.
- (i) **Local Government** means the local government having jurisdiction over the land.
- (j) **Original Proprietor** means the registered proprietor of the Land at the time that the scheme was constituted by registration of the strata plan.
- (k) **Residential Complex** means that part of the Building which includes the lots comprising:
  - (i) the Residential Lots; and
  - (ii) the common property that may be used by the proprietors of the Residential Lots.
- (l) **Residential Lots** means Lots 7 to 59 inclusive on the strata plan.
- (m) **Residential Recreational Facilities** means the pool, gym and other recreational facilities situated on the common property in the Residential Complex.
- (n) **Small Dog** means any breed of dog which:
  - (i) at its full grown size does not exceed 10 kilograms, and
  - (ii) is not an Excluded Dog.
- (o) **Strata Manager** means any person who is appointed from time to time as such by the strata company pursuant to these by-laws.

- (p) **Unit Entitlement Basis** means, in respect of contributions by proprietors to the administrative expenses fund and the reserve fund, the levying of those contributions in proportion to the unit entitlements of their respective lots.

## 1.2 Interpretation

In the Schedule 1 and Schedule 2 by-laws:

- (a) Reference to any statute or statutory provision includes a reference to:
  - (i) that statute or statutory provision as may from time to time be amended, extended, re-enacted or consolidated; and
  - (ii) all statutory instruments or orders made pursuant to it.
- (b) Words denoting the singular number shall include the plural and vice versa.
- (c) Words denoting any gender include all genders and words denoting persons shall include firms and corporations and vice versa.
- (d) A reference to a person includes a natural person and an incorporated entity.
- (e) Headings are inserted for convenience only and shall not affect the construction or interpretation of a Schedule 1 or Schedule 2 by-law.
- (f) Unless otherwise defined, terms used in these Schedule 1 and Schedule 2 by-laws have the same meaning as defined in the Act.

## 2 Duties of proprietor, occupiers etc.

- (1) A proprietor shall —
  - (a) forthwith carry out all work that may be ordered by any competent public authority or local government in respect of his 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 his lot;
  - (b) repair and maintain his lot, and keep it in a state of good repair, reasonable wear and tear, and damage by fire, storm, tempest or act of God excepted.
- (1a) A proprietor shall —
  - (a) notify the strata company forthwith upon any change of ownership, including in the notice an address of the proprietor for service of notices and other documents under 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 his lot, including in the case of a lease of a lot, the name of the lessee and the term of the lease.
- (2) A proprietor, occupier or other resident of a lot shall —
  - (a) use and enjoy the common property in such a manner as not unreasonably to interfere with the use and enjoyment thereof by other proprietors, occupiers or residents, 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 any occupier of another lot (whether a proprietor or not) or the family of such an occupier; and
  - (c) take all reasonable steps to ensure that his visitors do not behave in a manner likely to interfere with the peaceful enjoyment of the proprietor, occupier or

other resident of another lot or of any person lawfully using common property;  
and

- (d) take all reasonable steps to ensure that his visitors comply with the by laws of the strata company relating to the parking of motor vehicles.

### **3 Power of proprietor to decorate etc.**

A proprietor may, without obtaining the consent of the strata company, paint, wallpaper or otherwise decorate the structure which forms the inner surface of the boundary of his lot or affix locking devices, flyscreens, furnishings, furniture, carpets and other similar things to that surface, if and so long as such action does not unreasonably damage the common property.

### **4 Power of strata company regarding submeters**

- (1) Where the supply of gas or electricity to a lot is regulated by means of a submeter, the strata company may require the proprietor or other 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 bylaw (2), 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 bylaw, the strata company may require.
- (2) The strata company shall lodge every sum received under this by law to the credit of an interest bearing account with an ADI (authorised deposit taking institution) as defined in section 5 of the Banking Act 1959 of the Commonwealth and all interest accruing in respect of amounts so received shall, subject to this by law, be held on trust for the proprietor or occupier who made the payment.
- (3) If the proprietor or other 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 proprietor or occupier under this by law, including any interest that may have accrued in respect of that amount.
- (4) Where a person who has paid an amount under this by law to a strata company satisfies the strata company that he is no longer the proprietor or occupier of a lot and that the strata company no longer has any liability or contingent liability for the supply of gas or electricity to that lot during the period when that person was a proprietor or occupier of the lot, the strata company shall refund to that person the amount then held on his behalf under this by law.

### **5 Constitution of council**

- (1) The powers and duties of the strata company shall, 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 shall be 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 proprietors of all the lots shall constitute the council.



- (3) Where there are not more than 3 proprietors the council shall consist of all proprietors and where there are more than 3 proprietors the council shall consist of not less than 3 nor more than 7 proprietors as is determined by the strata company.
- (4) Where there are more than 3 proprietors the members of the council shall be elected at each annual general meeting of the strata company or, if the number of proprietors increases to more than 3, at an extraordinary general meeting convened for the purpose.
- (5) In determining the number of proprietors for the purposes of this by law, co proprietors of a lot or more than one lot shall be deemed to be one proprietor and a person who owns more than one lot shall also be deemed to be one proprietor.
- (6) If there are co-proprietors of a lot, one only of the co-proprietors shall be eligible to be, or to be elected to be, a member of the council and the co proprietor who is so eligible shall be nominated by his co proprietors, but, if the co proprietors fail to agree on a nominee, the co proprietor who owns the largest share of the lot shall be the nominee or if there is no co proprietor who owns the largest share of the lot, the co proprietor whose name appears first in the certificate of title for the lot shall be the nominee.
- (7) On an election of members of the council, a proprietor shall have one vote in respect of each lot owned by him.
- (8) Except where the council consists of all the proprietors, the strata company may by special resolution remove any member of the council before the expiration of his term of office.
- (9) A member of the council vacates his office as a member of the council —
  - (a) if he dies or ceases to be a proprietor or a co proprietor of a lot; or
  - (b) upon receipt by the strata company of notice in writing of his 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 he is not elected or re elected; or
  - (d) in a case where he is a member of the council by reason of there being not more than 3 proprietors, upon an election of members of the council (as a result of there being an increase in the number of proprietors to more than 3) at which he is not elected; or
  - (e) where he is removed from office under sub bylaw (8).
- (10) Any casual vacancy on the council may be filled by the remaining members of the council, except that, in a case where a casual vacancy arises because of the removal from office of a member under sub bylaw (8), the strata company may resolve that the casual vacancy shall be filled by the strata company at a general meeting.
- (11) Except where there is only one proprietor, a quorum of the council shall be 2 where the council consists of 3 or 4 members; 3, where it consists of 5 or 6 members; and 4, where it consists of 7 members.
- (12) The continuing members of the council may act notwithstanding any 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 shall, 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.

## **6 Election of council**

The procedure for nomination and election of members of a council shall be in accordance with the following rules —

- (1) The meeting shall determine, in accordance with the requirements of by law 4(3) the number of persons of whom the council shall consist.
- (2) The chairman shall call upon those persons present 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 his nomination, given —
  - (a) in writing, and furnished to the chairman at the meeting; or
  - (b) orally by a nominee who is present at the meeting.
- (4) When no further nominations are forthcoming, the chairman —
  - (a) where the number of candidates equals the number of members of the council determined in accordance with the requirements of by law 4(3), shall declare those candidates to be elected as members of the council;
  - (b) where the number of candidates exceeds the number of members of the council as so determined, shall direct that a ballot be held.
- (5) If a ballot is to be held, the chairman shall —
  - (a) announce the names of the candidates; and
  - (b) cause to be furnished to each person present and entitled to vote a blank paper in respect of each lot in respect of which he is entitled to vote for use as a ballot paper.
- (6) A person who is entitled to vote shall complete a valid ballot paper by —
  - (a) writing thereon the names of candidates, equal in number to the number of members of the council so that no name is repeated; and
  - (b) indicating thereon the number of each lot in respect of which his vote is cast and whether he so votes as proprietor or first mortgagee of each such lot or as proxy of the proprietor or first mortgagee; and
  - (c) signing the ballot paper; and
  - (d) returning it to the chairman.
- (7) The chairman, or a person appointed by him, shall count the votes recorded on valid ballot papers 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 of votes shall be declared elected to the council.

- (9) Where the number 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 shall be decided by a show of hands of those present and entitled to vote.

## **7 Chairman, secretary and treasurer of council**

- (1) The members of a council shall, at the first meeting of the council after they assume office as such members, appoint a chairman, a secretary and a treasurer of the council.
- (2) A person —
  - (a) shall not be appointed to an office referred to in sub bylaw (1) unless he is a member of the council; and
  - (b) may be appointed to one or more of those offices.
- (3) A person appointed to an office referred to in sub bylaw (1) shall hold office until —
  - (a) he ceases to be a member of the council; or
  - (b) receipt by the strata company of notice in writing of his resignation from that office; or
  - (c) another person is appointed by the council to hold that office,

whichever first happens.
- (4) The chairman shall preside at all meetings of the council at which he is present and, if he is absent from any meeting, the members of the council present at that meeting shall appoint one of their number to preside at that meeting during the absence of the chairman.

## **8 Chairman, secretary and treasurer of strata company**

- (1) Subject to sub bylaw (2), the chairman, secretary and treasurer of the council are also respectively the chairman, secretary and treasurer of the strata company.
- (2) A strata company may at a general meeting authorise a person who is not a proprietor to act as the chairman 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 he was appointed to act.

## **9 Meetings of council**

- (1) At meetings of the council, all matters shall 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 shall meet when any member of the

council gives to the other members not less than 7 days' notice of a meeting proposed by him, specifying in the notice the reason for calling the meeting;

- (b) employ on behalf of the strata company such agents and employees as it thinks fit in connection with the control and management of the common property and the exercise and performance of the powers and duties of the strata company;
  - (c) subject to any restriction imposed or direction given at a general meeting of the strata company, delegate to one 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 a proprietor, or an individual authorised under section 45 of the Act by a corporation which is a proprietor, to act in his place as a member of the council at any meeting of the council and any proprietor or individual so appointed shall, when so acting, be deemed to be a member of the council.
  - (4) A proprietor or individual may be appointed under sub bylaw (3) whether or not he is a member of the council.
  - (5) If a person appointed under sub bylaw (3) is a member of the council he may, at any meeting of the council, separately vote in his capacity as a member and on behalf of the member in whose place he has been appointed to act.
  - (6) The council shall keep minutes of its proceedings.

#### **10 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 section 43(1)(a) and (b) of the Act; 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 sections 49 and 103 of the Act the convening of meetings of the strata company and of the council.

#### **11 Powers and duties of treasurer of strata company**

The powers and duties of the treasurer of a strata company include —

- (a) the notifying of proprietors of any contributions levied pursuant to the Act; 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 section 43 of the Act; and
- (d) the keeping of the books of account referred to in section 35(1)(f) of the Act and the preparation of the statement of accounts referred to in section 35(1)(g) of the Act.

## 12 General meetings of strata company

- (1) General meetings of the strata company shall be held once in each year and so that not more than 15 months shall elapse between the date of one annual general meeting and that of the next.
- (2) All general meetings other than the annual general meeting shall be called extraordinary general meetings.
- (3) The council may when ever it thinks fit and shall upon a requisition in writing made by proprietors entitled to a quarter or more of the aggregate unit entitlement of the lots convene an extraordinary general meeting.
- (4) If the council does not within 21 days after the date of the making of a requisition under this by law proceed to convene an extraordinary general meeting, the requisitionists, or any of them representing more than one half of the aggregate unit entitlement of all of them, may themselves, in the same manner as nearly as possible as that in which meetings are to be convened by the council, convene an extraordinary general meeting, but any meeting so convened shall not be held after the expiration of 3 months from the date on which the requisition was made.
- (5) Not less than 14 days' notice of every general meeting specifying the place, the date and the hour of meeting and in case of special business the general nature of that business, shall be given to all proprietors and registered first mortgagees who have notified their interests to the strata company, but accidental omission to give the notice to any proprietor or to any registered first mortgagee or non receipt of the notice by any proprietor or by any registered first mortgagee does not invalidate any proceedings at any such meeting.
- (6) If a proprietor gives notice in writing to the secretary of an item of business that the proprietor requires to be included on the agenda for the next general meeting of the strata company, the secretary shall include that item on the agenda accordingly and shall give notice of that item as an item of special business in accordance with sub bylaw (5).

## 13 Proceedings at general meetings

- (1) All business shall be deemed special that is transacted at an annual general meeting, with the exception of the consideration of accounts and election of members to the council, or at an extraordinary general meeting.
- (2) Except as otherwise provided in these by laws, no business may be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.
- (3) One half of the persons entitled to vote present in person or by duly appointed proxy constitutes a quorum.
- (4) If within half an hour from the time appointed for a general meeting a quorum is not present, the meeting, if convened upon the requisition of proprietors, shall be dissolved and in any other case it shall stand adjourned to the same day in the next week at the same place and time and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the persons entitled to vote and present constitute a quorum.
- (4a) Sub bylaws (3) and (4) do not apply to a general meeting of a strata company referred to in section 50B.

- (5) The chairman, may with the consent of the meeting, adjourn any general meeting from time to time and from place to place but no business may be transacted at an adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (6) Except where otherwise required by or under the Act, resolutions may be passed at a general meeting by a simple majority vote.
- (7) At any general meeting a resolution by the vote of the meeting shall be decided on a show of hands unless a poll is demanded by any proprietor present in person or by proxy.
- (8) Unless a poll be so demanded a declaration by the chairman that a resolution has on the show of hands been carried is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution.
- (9) A demand for a poll may be withdrawn.
- (10) A poll if demanded shall be taken in such manner as the chairman thinks fit and the result of the poll shall be deemed to be the resolution of the meeting at which such poll was demanded.
- (11) In the case of equality in the votes whether on a show of hands or on a poll, the question is determined in the negative.

#### **14 Restriction on moving motion or nominating candidate**

A person is not entitled to move a motion at a general meeting or to nominate a candidate for election as a member of the council unless the person is entitled to vote on the motion or at the election.

#### **15 Votes of proprietors**

- (1) On a show of hands each proprietor has one vote.
- (2) On a poll the proprietors have the same number of votes as the unit entitlements of their respective lots.
- (3) On a show of hands or on a poll votes may be given either personally or by duly appointed proxy.
- (4) An instrument appointing a proxy shall be in writing under the hand of the appointer or his attorney and may be either general or for a particular meeting.
- (5) A proxy need not be a proprietor.
- (6) Except in cases where by or under the Act a unanimous resolution or a resolution without dissent is required, no proprietor is entitled to vote at any general meeting unless all contributions payable in respect of his lot have been duly paid and any other moneys recoverable under the Act by the strata company from him at the date of the notice given to proprietors of the meeting have been duly paid before the commencement of the meeting.
- (7) Co proprietors may vote by proxy jointly appointed by them and in the absence of such a proxy are not entitled to vote on a show of hands, except when the unanimous resolution of proprietors is required by the Act.
- (8) On any poll each co proprietor is entitled to such part of the vote applicable to a lot as is proportionate to his interest in the lot.

- (9) The joint proxy (if any) on a poll has a vote proportionate to the interests in the lot of such of the joint proprietors as do not vote personally or by individual proxy.

## **16 Common seal**

- (1) The common seal of the strata company shall at no time be used except by authority of the council previously given and in the presence of the members of the council or at least 2 members of the council, who shall sign every instrument to which the seal is affixed, but where there is only one member of the strata company his signature shall be sufficient for the purpose of this by law.
- (2) The council shall make provision for the safe custody of the common seal.

## **17 Original Proprietor**

While the Original Proprietor remains the proprietor of a lot, the Original Proprietor is entitled to be a member of the council. If the Original Proprietor nominates itself as a candidate for election to the council, the Original Proprietor will become a member of the council without the requirement for the Original Proprietor to be elected as a member of the council.

## **18 Theme**

All Proprietors acknowledge that:

- (a) the scheme is a mixed use commercial and residential development;
- (b) restrictions have been placed, and further restrictions may be placed, on the scheme by the Local Government; and
- (c) where a Schedule 1 or Schedule 2 by-law includes restrictions imposed by the Local Government, the prior approval of the Local Government is required before the relevant by-laws can be changed, amended or repealed.

## **19 Strata Manager**

- (a) The council must from time to time, by instrument in writing, appoint and remunerate a suitably qualified and professional Strata Manager and may, in like manner, delegate to the Strata Manager:
- (i) all of the council's power, authorities, duties and functions; or
- (ii) any one or more of its powers, authorities, duties and functions specified in the instrument;
- and may, in like manner, revoke the appointment and delegation or revoke in part each delegation.
- (b) Where the instrument of appointment so provides, a Strata Manager:
- (i) will have and may exercise and perform all the powers, authorities, duties and functions of the chairman, secretary and treasurer of the strata company and the council or such of those powers, authorities, duties and functions as may be specified in the instrument; and
- (ii) may sub-delegate each or any of the powers, authorities, duties and functions conferred upon the Strata Manager by the instrument of its appointment to a person whom the Strata Manager considers properly



qualified and experienced in the management and operation of properties similar to the Building.

- (c) To the extent that the Schedule 1 by-laws confer or impose any power or duty on the council, chairman, secretary or treasurer those powers and duties will be deemed to be conferred and imposed on the Strata Manager.
- (d) The council may in accordance with by-law 19(a):
  - (i) appoint a Strata Manager in conjunction with any other person, including the council of a strata company, in respect of any other strata scheme relating to land adjoining the parcel; and
  - (ii) delegate to the council of any other strata scheme relating to land adjoining the parcel, the right to appoint a Strata Manager,
 to discharge conjunctively the respective strata company's duties under section 35(1)(c) of the Act for both the scheme and the adjoining strata scheme.
- (e) The council may raise a separate levy from all proprietors to meet the costs of a Strata Manager appointed under by-law 19(a).

## **20 Strata contributions - administrative expenses and reserve fund**

- (a) As provided in section 36 of the Act, the council may determine the amounts to be raised for the administrative expenses fund and the reserve fund and levy the proprietors:
  - (i) on a Unit Entitlement Basis; or
  - (ii) in any other manner permitted under the by-laws or the Act from time to time.
- (b) The council must:
  - (i) establish a reserve fund in accordance with section 36(2) of the Act; and
  - (ii) raise the amounts determined from time to time by levying contributions pursuant to section 36(2)(c) of the Act on the proprietors:
    - (A) on a Unit Entitlement Basis; or
    - (B) in any other manner permitted under the by-laws or the Act from time to time.

## **21 Lifts**

Notwithstanding anything else in these by-laws to the contrary:

- (a) all costs associated with the use, maintenance and servicing of the lifts (**Lift Expenses**) will be recoverable from, and must be paid for by, the proprietors of the Lots as a contribution to the administrative fund on a Unit Entitlement Basis; and
- (b) the proprietor and occupiers of a Commercial Lot must not, and must not allow any person within their control, to use the lifts to access any part of the Residential Complex.



## 22 Exclusive Use and Special Privilege

### 22.1 Signage

- (a) In this by-law, **Signage Area** means (as the context requires):
- (i) that portion of the common property cubic space on the external facade of the Building set aside by the strata company for the installation of signs from time to time;
  - (ii) any area under the control of the strata company set aside by the strata company for the installation of signs from time to time; or
  - (iii) an exclusive use signage area the subject of by-law 22.1(b).
- (b) The council may grant to one or more of the proprietors of the Commercial Lots the right to install, affix and maintain Signs within a Signage Area.
- (c) If, at any time, a proprietor is granted the right to use or the exclusive use of a Signage Area, that proprietor may:
- (i) install its own sign in the Signage Area that complies with the requirement of this by-law; or
  - (ii) license the use of the Signage Area to an occupier who may install a sign that complies with the requirements of this by-law.
- (d) Any sign installed by a proprietor of a Commercial Lot in a Signage Area must be in compliance with the requirements of the Local Government and any other relevant authority.
- (e) A proprietor or occupier of a Commercial Lot must not:
- (i) place or maintain any external signage, awning or similar structure on any part of the external surfaces of the Commercial Lot or common property; or
  - (ii) display or maintain any internal signage within the Commercial Lot which is visible from outside the Commercial Lot,
- except in accordance with this by-law 22.1.
- (f) A proprietor granted exclusive use of a Signage Area must keep the Signage Area in good and serviceable repair, properly maintained and where necessary repair and replace and to do so whether damage or deterioration arises from fair wear and tear, inherent defect or any other cause in accordance with strata company's duties under section 35(1)(c) of the Act.
- (g) The Original Proprietor and its authorised selling agents shall have, for so long as it is a proprietor of a lot:
- (i) the special privilege of installing and keeping signs on common property advertising lots for sale or lease;
  - (ii) the exclusive use of the common property cubic space occupied by such signs; and
  - (iii) the special privilege of installing and keeping signs on the balconies of lots advertising those lots for sale or lease.

## 22.2 Car Bays

### (a) Definitions

In this by-law 22.2 **Exclusive Hours** means the hours between 7am to 7pm every day.

### (b) Lot 2

The proprietor of lot 2 is granted the exclusive use of the part of the common property delineated on Annexure A and marked "EX2" during the Exclusive Hours only.

### (c) Lot 3

The proprietor of lot 3 is granted the exclusive use of the part of the common property delineated on Annexure A and marked "EX3" during the Exclusive Hours only.

### (d) Lot 5

The proprietor of lot 5 is granted the exclusive use of the part of the common property delineated on Annexure A and marked "EX5" during the Exclusive Hours only.

### (e) Lot 6

The proprietor of lot 6 is granted the exclusive use of the part of the common property delineated on Annexure A and marked "EX6" during the Exclusive Hours only.

### (f) Use and Maintenance

(i) Each proprietor who is granted an exclusive use of a car bay under this by-law 22.2, must:

- (A) use each car bay only for the purpose of parking motor vehicles;
- (B) park vehicles within its car bay and not obstruct the car parking area;
- (C) keep its car bay free of rubbish and in a good, clean and substantial state of repair and condition;
- (D) except in the case of emergency repairs, not use its car bay for cleaning or repairing vehicles;
- (E) not enclose or construct any structure within its car bay without the prior written consent of the strata company; and
- (F) not store any goods or equipment including transport containers within any part of its car bay.

(ii) Each proprietor who is granted the exclusive use of a car bay under this by-law 22.2 acknowledges and agrees that the car bay:

- (A) is not specifically designated as being for the exclusive use of that proprietor outside of the Exclusive Hours; and
- (B) may be used by other proprietors, occupiers, tenants or visitors outside of the Exclusive Hours.

## 22.3 Allocated Exclusive Car Bays

### (a) Definitions

In this by-law 22.3:

- (i) **Allocated Exclusive Car Bays** means the cubic spaces forming part of the common property of the scheme, the base of such cubic spaces being respectively shown hatched on the plans in Annexure B to this document and whose vertical boundaries are the boundary lines of those bases and whose horizontal boundaries are the upper surface of the floor and the under surface of the ceiling and **Allocated Exclusive Car Bay** means any one of them; and
- (ii) **Nominated Proprietor** means a proprietor of a lot who is nominated in writing by the Original Proprietor at the first general meeting of the strata company to be granted the exclusive use of an Allocated Exclusive Car Bay for the purposes of this by-law 22.3 and who is noted as such in the minutes of that meeting.

(b) **Exclusive Use**

A Nominated Proprietor is granted exclusive use of the Allocated Exclusive Car Bay that has been allocated to that Nominated Proprietor at the first general meeting of the strata company for the purposes of by-law 22.3.

(c) **Use and Maintenance**

Each Nominated Proprietor who is granted an exclusive use of an Allocated Exclusive Car Bay under by-law 22.3(b), must:

- (i) use its Allocated Exclusive Car Bay only for the purpose of parking motor vehicles;
- (ii) not (unless otherwise permitted by the council in writing) grant any lease, licence or other occupancy right of its Allocated Exclusive Car Bay to any person other than a tenant or licensee of that Nominated Proprietor's lot. This by-law 22.3(c)(ii) does not apply to the Original Proprietor;
- (iii) only park vehicles within its Allocated Exclusive Car Bay and not obstruct the car parking area or thoroughfares of the scheme;
- (iv) keep its Allocated Exclusive Car Bay free of rubbish and oil stains and in a good, clean and substantial state of repair and condition;
- (v) except in the case of emergency repairs, not use its Allocated Exclusive Car Bay for cleaning or repairing vehicles;
- (vi) not enclose, or construct any structure within, its Allocated Exclusive Car Bay without the prior written consent of the strata company;
- (vii) not store any goods or equipment including transport containers within any part of its Allocated Exclusive Car Bay;
- (viii) at the written request of the council, make good at the Nominated Proprietor's own cost and to the satisfaction of the council (acting reasonably) any damage caused to its Allocated Exclusive Car Bay; and
- (ix) indemnify the strata company against all claims, demands, suits or cause of action arising out of any wilful act or omission or negligence in respect of the use of its Allocated Exclusive Car Bay.

## 23 Residential Recreational Facilities

- (a) The council may make rules regarding the use of the Residential Recreational Facilities.
- (b) Subject to by-law 23(c), the Residential Recreational Facilities may only be used by:
  - (i) a proprietor or occupier of a Residential Lot; and
  - (ii) a guest or visitor of a proprietor or occupier of a Residential Lot provided that they are accompanied by that proprietor or occupier.
- (c) A proprietor or occupier of a Residential Lot, including, without limit, any lessee, licensee, guest or visitor of the proprietor or occupier, must at all times comply with the rules made from time to time by the council in relation to the Residential Recreational Facilities.
- (d) For the avoidance of doubt, the proprietor or occupier of a Commercial Lot or a guest visitor, employee, lessee or licensee of a proprietor or occupier of a Commercial Lot will not be permitted to use the Residential Recreational Facilities.
- (e) The proprietors and occupiers acknowledge and agree that:
  - (i) children under the age of 12 years of age may use the Residential Recreational Facilities only if accompanied and supervised by an adult;
  - (ii) glass objects, drinking glasses, food and sharp objects are not permitted in or about the Residential Recreational Facilities;
  - (iii) running, ball playing, noisy or hazardous activities are not permitted in or about the Residential Recreational Facilities;
  - (iv) gymnasium equipment must not, except with the approval of the council of the strata company, be interfered with;
  - (v) swimming pool equipment must not, except with the approval of the council, be interfered with, operated or adjusted;
  - (vi) all users must be appropriately attired whilst using the Residential Recreational Facilities and nude bathing is not permitted at any time;
  - (vii) all users must remove all items they take with them onto the Residential Recreational Facilities and must properly dispose of refuse;
  - (viii) a maximum of ten guests or visitors of a proprietor or occupier of a Residential Lot are permitted to use the Residential Recreational Facilities at any one time;
  - (ix) all users of the Residential Recreational Facilities use them at their own risk and must be responsible for their own safety;
  - (x) all users must wear footwear to and from the swimming pool and while using the other Residential Recreational Facilities;
  - (xi) all users must be dry before leaving the pool deck; and
  - (xii) the Residential Recreational Facilities may only be used between the hours of 7.30am and 10.00pm or other times as prescribed by the strata company from time to time.

## **24 Use of Lots**

### **24.1 Residential Lots**

- (a) Subject to by-laws 24.1(d) and 24.1(e), a Residential Lot may only be used for residential purposes.
- (b) Promptly upon the leasing of a lot, the proprietor of that lot must:
  - (i) inform the strata company of the name of the proprietor's managing agent, (if there is one) and the name of the applicable tenant;
  - (ii) ensure that the lessee signs a valid lease containing an enforceable covenant to comply with these by-laws and any rules made by the council or the strata company; and
  - (iii) provide the lessee with a copy of these by-laws and any rules made by the council or the strata company.
- (c) A proprietor must:
  - (i) not grant a lease of a Residential Lot for a period of 3 months or less; and
  - (ii) not allow more than the allowed number of occupants included on the tenancy agreement.
- (d) A proprietor of a Residential Lot must not permit or authorise any part of the Residential Lot to be used in any way directly or indirectly for any business, commercial or other non-residential purpose other than one which in the opinion of the council:
  - (i) is quiet and unobtrusive and not offensive;
  - (ii) does not in any way detract from the general amenity of the Residential Lot;
  - (iii) does not involve anything more than a minimal public interface;
  - (iv) is in keeping with the standard of the Residential Complex; and
  - (v) is unlikely to cause nuisance to occupiers of the other Residential Lots or users of the common property.
- (e) Each proprietor and occupier of a lot acknowledges that:
  - (i) the Original Proprietor :
    - (A) may use a lot in the Building as a display suite for the marketing of unsold lots in the Building; and
    - (B) may undertake marketing activities with respect to those unsold lots and the Development, including the display of sale signs, insignia and other fixtures and fittings as the Original Proprietor thinks fit; and
  - (ii) will not object to or cause the strata company to object to the Original Proprietor's use of a lot as a display suite or to the Original Proprietor's marketing activities with respect to the Development.

### **24.2 Commercial Lots**

- (a) The Commercial Lots may not be used for any of the following purposes or uses:
  - (i) as a fish and chip or similar fast food shop unless exhaust systems and services are provided to the satisfaction of the strata company;

- (ii) as a pet shop;
- (iii) as an opportunity shop or similar charity based retail store;
- (iv) as an amusement arcade or similar entertainment arcade;
- (v) as a store predominately used for the sale or hire of adult or restricted publications, videos or goods;
- (vi) as a brothel, a sex-on-premises venue or similar operation;
- (vii) as a tattoo parlour;
- (viii) as a drug rehabilitation clinic, needle exchange or similar operation;
- (ix) as a discount retail store, such as a two dollar shop or similar outlet;
- (x) as a tobacconist;
- (xi) for the sale or hire of firearms, munitions or similar weapons;
- (xii) as a youth centre or drop-in centre or similar operation; or
- (xiii) for any other use which:
  - (A) causes or may cause a nuisance to occupiers of the lots or uses of the common property by residents; or
  - (B) is offensive,
 except with the prior written consent of the strata company and otherwise in accordance with all requirements of the relevant authorities.
- (b) A proprietor or occupier of a Commercial Lot:
  - (i) must not use the Commercial Lot for residential purposes;
  - (ii) must not create any noise or allow music to be played on the Commercial Lot which interferes or is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property; and
  - (iii) may, subject to the rules and requirements of the Local Government and any other relevant authority, only conduct retail or business activities on a Commercial Lot between the hours of 7.00am and 12.00am on any day unless otherwise determined by the strata company.
- (c) A proprietor or occupier of a Commercial Lot must:
  - (i) place or maintain external awnings in accordance with specifications provided by the Original Proprietor; and
  - (ii) not make any alterations to external awnings after the registration of the strata plan except with the prior written approval of the strata company.
- (d) A proprietor and occupier of a Commercial Lot must:
  - (i) maintain the lot to the highest prevailing standards of cleanliness and hygiene;
  - (ii) ensure that levels of noise within the lot or audible outside the lot do not give rise to any nuisance or annoyance to other proprietors or occupiers of lots and at all times obey the reasonable directions of the council as to the level of noise on the lot or emanating from the lot;

- (iii) if in the opinion of the council the level of noise emanating from the lot is excessive, conduct any business on the lot only during the hours that the council may from time to time specify; and
- (iv) comply with any conditions imposed by the strata company in giving consent to the operation of the business in the lot.

#### **24.3 Eatery Lots**

- (a) Each proprietor and occupier of an Eatery Lot must not allow the business conducted in that lot to be open to the public:
  - (i) outside of the hours of 6:00am to 12:00am on Monday to Saturday;
  - (ii) in the case of any Alfresco Area, outside of the hours of 6:00am to 11:00pm on Monday to Thursday; and
  - (iii) outside the hours of 7:00am to 11:00pm on Sunday and public holidays, unless otherwise determined by the strata company and otherwise in accordance with all requirements of the Local Government and all relevant authorities.
- (b) Each proprietor and occupier of an Eatery Lot must ensure that the fit-out of the Eatery Lot is designed, operated and maintained so that noise from the activities and operations of the Eatery Lot at all times comply with the requirements of the noise level specified:
  - (i) in the *Environmental Protection (Noise) Regulations 1997 (WA)*; and
  - (ii) by the Local Government and any other relevant authority.
- (c) Each proprietor and occupier of an Eatery Lot must ensure that:
  - (i) deliveries to and from the Eatery Lot are undertaken so as not to cause any disturbance or pose any safety risk to the owner or occupier of another lot or of any person lawfully using common property;
  - (ii) the removal and disposal of bottles, glassware and other similar items which have the potential to cause noise is undertaken at times and in a manner so as to cause as little disturbance as possible to the owner or occupier of another lot or of any person lawfully using common property; and
  - (iii) the tables and chairs (if any) used within the Eatery Lot or Alfresco Areas at all times incorporate appropriate feet protection so that they do not scratch or damage any of the floor coverings.
- (d) A proprietor or occupier of an Eatery Lot having an Alfresco Areas must:
  - (i) comply with all requirements of the Local Government and all relevant authorities relating to the use of its relevant Alfresco Area; and
  - (ii) without limitation, ensure that all tables and chairs associated with the use of those Alfresco Areas are removed from the public footpath area outside its trading hours.

#### **24.4 Acknowledgment of Eatery Lots**

Each proprietor of a Residential Lot acknowledges that cafes, kiosks, brasseries, bar, restaurants or take-away food operations may be operated on the Eatery Lots (including any applicable Alfresco Areas) and:

- (a) must not make any objection to that use of those Eatery Lots;



- (b) must (without limiting by-law 24.4(a)):
  - (i) not object to any application for a licence as defined in the *Liquor Control Act 1988* (WA); and
  - (ii) if requested by the council, consent to such an application; and
- (c) acknowledges that this use of those Eatery Lots may result in the usual noise, disturbance, disruption, inconvenience, loss of amenity and nuisance normally associated with the operation of cafes, kiosks, brasseries, bar, restaurants or take-away food operations.

## 25 Parking areas

- (a) The council may make rules regarding the use of any car parking bays on the common property.
- (b) A proprietor or occupier of a lot, including, without limit, any lessee, licensee, guest or visitor of the proprietor or occupier must at all times comply with the rules made from time to time by the council in relation to the use of the car parking bays on the common property.
- (c) For the purposes of this by-law 25, the council may place signs designating the car parking bays in the common property regarding the use of those bays.
- (d) A proprietor or occupier of a lot acknowledges that there may be car parking bays on the common property designated by the council as visitor bays or disabled bays which must not be used at any time by a proprietor or occupier of a lot.
- (e) A proprietor must not:
  - (i) park or stand any vehicle on a lot or on any part of the common property other than wholly within a car-bay within its lot or that is designated for the common use of the proprietors (if any);
  - (ii) permit or authorise any person to enter with any vehicle on any part of the common property that is not designed for such purpose;
  - (iii) drive a vehicle in excess of 10 km/h upon the parcel;
  - (iv) park or keep any inoperable vehicle on a lot or common property;
  - (v) conduct repairs or restorations of any vehicle upon a lot or common property;
  - (vi) use the common property or any part of a lot that it owns, occupies or resides to wash a vehicle; or
  - (vii) use their car parking bay for any purpose other than vehicle parking.

## 26 Access over lots for maintenance of Plant and Equipment

- (a) In this by-law 26:
  - (i) **Plant and Equipment** means an exhaust duct, roof fan, refrigeration line or similar service line, shafts and any other plant and equipment.
  - (ii) **Plant and Equipment Lot** means a lot which includes Plant and Equipment or which is required to be passed through to access Plant and Equipment.



- (b) The proprietor or occupier of a Plant and Equipment Lot must permit the proprietor or occupier of a lot which is serviced by the Plant and Equipment access to the Plant and Equipment to repair and maintain the Plant and Equipment, provided that the proprietor or occupier of that lot:
  - (i) gives the proprietor or occupier of the Plant and Equipment Lot reasonable written notice of the requirement for access (except in the case of an emergency);
  - (ii) accesses the Plant and Equipment at a reasonable time (except in the case of an emergency); and
  - (iii) causes as little disruption and inconvenience as is possible in the circumstances.
- (c) The proprietor or occupier of lot who requires access to a Plant and Equipment Lot must comply with all rules made by the strata company from time to time regarding access to Plant and Equipment and all requirements imposed by all relevant authorities.
- (d) The proprietor or occupier of a Plant and Equipment Lot must permit the strata company access to Plant and Equipment which services the common property to repair and maintain the Plant and Equipment, provided that the strata company:
  - (i) gives the proprietor or occupier of the Plant and Equipment Lot reasonable written notice of the requirement for access;
  - (ii) accesses the Plant and Equipment at a reasonable time; and
  - (iii) causes as little disruption and inconvenience as is possible in the circumstances.

## **27 Landscaping and Gardening**

### **27.1 Common Garden Areas**

- (a) A proprietor or occupier of a lot must not damage any lawn, garden, flower, tree, shrub, plant on any part of the scheme.
- (b) A proprietor, occupier or other resident of a lot including, without limit, any lessee, licensee, guest or visitor of the proprietor or occupier, must at all times comply with the rules made from time to time by the council in relation to the garden areas.
- (c) Each proprietor and occupier acknowledges and agrees that:
  - (i) all gardens and landscaping on the common property will be maintained by the strata company; and
  - (ii) all costs associated with maintenance of a garden and landscaped area will be form part of the administrative expenses of the strata company.
- (d) Each proprietor and occupier:
  - (i) must not plant in the garden any trees, shrubs or other plant-life or erect any structure;
  - (ii) must remove any tree, shrub or plant-life planted or structure erected in breach of the by-law 27.1(d)(i); and
  - (iii) acknowledges that the strata company may, at the expense of the proprietor or occupier, remove any tree, shrub, plant-life or structure of the

nature referred to in by-law 27.1(d)(i) if the proprietor or occupier fails to do so.

## **27.2 Garden areas within a Lot**

- (a) Each proprietor acknowledges and agrees that:
  - (i) all gardens, landscaping, plants and trees located on a lot must be maintained by the lot proprietor; and
  - (ii) it is responsible for all costs associated with maintenance of those things.
- (b) Each proprietor and occupier of a Residential Lot must:
  - (i) keep the gardens, landscaping, plants and trees on the lot (if any) properly watered, fertilised, in a neat and tidy condition and properly trimmed to the reasonable satisfaction of the strata company;
  - (ii) cultivate and nurture the trees on the lot until they reach their typical mature dimensions and thereafter maintain those trees at that dimension;
  - (iii) not prune any tree without the consent of the strata company and in accordance with the directions of the strata company;
  - (iv) ensure that the gardens, landscaping, plants and trees on the lot are adequately watered at all times and that the reticulation system within the lot is kept in good repair and condition; and
  - (v) not allow the escape of water from the proprietor's garden or balcony.

## **28 Services**

### **28.1 Gas and Hot Water**

- (a) A proprietor or occupier of a lot acknowledges that:
  - (i) there will be a number of gas meters installed for the Development, one of which will measure the consumption of gas and hot water by all lots; and
  - (ii) the Original Proprietor or the strata company will install a separate sub-meter on each lot for the purpose of measuring the consumption of:
    - (A) gas (for both heating water and cooking); and
    - (B) hot water,
 by each lot.
- (b) The strata company will:
  - (i) arrange for the sub-meters referred to in by-law 28.1(a)(ii) to be read on a regular basis; and
  - (ii) require the proprietors of each lot to pay a proportion of the charge for gas consumed by the scheme in accordance with its sub-meter, as read by the strata company or its appointed contractor.

### **28.2 Cold Water**

- (a) A proprietor or occupier of a lot acknowledges that
  - (i) there will be a number of water meters installed for the Development one of which will measure the consumption of cold water consumed by the scheme; and

- (ii) the Original Proprietor or the strata company will install a separate sub-meter on each lot for the purposes of determining cold water consumption by each lot.
- (b) The strata company will:
  - (i) arrange for the sub-meters referred to in by-law 28.2(a)(ii) to be read on a regular basis; and
  - (ii) require the proprietor of each lot to pay a proportion of the charge for cold water consumed by the scheme in accordance with its sub-meter, as read by the strata company or its appointed contractor.

### **28.3 Electricity**

- (a) A proprietor or occupier of a lot acknowledges that
  - (i) there will be a one supply authority electricity meter installed for the Development to record the electricity consumed by the scheme; and
  - (ii) the Original Proprietor or the strata company will install a separate sub-meter on each lot for the purposes of determining electricity consumption by each lot.
- (b) The strata company will:
  - (i) arrange for the sub-meters referred to in by-law 28.3(a)(ii) to be read on a regular basis; and
  - (ii) require the proprietor of each lot to pay a proportion of the charge for electricity consumed by the scheme in accordance with its sub-meter, as read by the strata company or its appointed contractor.

### **29 Rules**

- (a) The council may from time to time make, withdraw or amend rules for the use and management of the common property including (without limitation) rules relating to:
  - (i) vehicle access ways and parking of vehicles, including restrictions and requirements applicable to the parking of vehicles;
  - (ii) the use and maintenance of the garden and landscaped parts or areas of a lot or the common property;
  - (iii) regulating behaviour;
  - (iv) security;
  - (v) the use of any Alfresco Areas;
  - (vi) use of lifts, stairways and passageways;
  - (vii) rubbish collection and waste management;
  - (viii) the security system of the Building,
 and any other rule that the council considers reasonably necessary provided that the rules must:
  - (ix) promote the peaceful and orderly enjoyment of the Building and the common property for the mutual benefit of all proprietors and occupiers; and
  - (x) not conflict with the by-laws.

- (b) A proprietor or occupier of a lot must comply with the rules.

### **30 Persons bound**

- (a) A proprietor or occupier or any invitee of a proprietor or occupier including, without limit, any lessee or licensee of the proprietor or occupier will be bound by these by-laws and any rules made by the council or the strata company.
- (b) The proprietor of a lot must ensure that the proprietor's lessees, occupiers, employees, agents, contractors, invitees and all other people on the lot or the common property do not do, or fail to do, anything which if the proprietor did it or failed to do it would be a breach of these by-laws or a rule made by the council or the strata company.

### **31 Dispute Resolution**

- (a) In the event of a dispute arising between the strata company and a proprietor, or between two or more proprietors, the dispute will be resolved by referring the dispute to an appropriate expert for determination, in accordance with the following guidelines.
  - (i) If the dispute concerns legal issues, the dispute will be referred to a suitably qualified legal practitioner.
  - (ii) If the dispute concerns monetary or financial issues, the dispute will be referred to a suitably qualified accountant
  - (iii) If the dispute concerns the design of improvements, the dispute will be referred to a suitably qualified architect.
  - (iv) If the dispute concerns the structure of improvements, the dispute will be referred to a suitably qualified engineer.
- (b) If the parties to the dispute cannot agree on the appropriate expert to whom the dispute is to be referred within 10 business days of the dispute arising, the expert will be nominated by the President of the Law Society of Western Australia and appointed by either of the parties.
- (c) The decision of the expert will be final and binding on the parties to the dispute and the parties to the dispute will pay the costs of the expert equally.

## **Schedule 2 – Conduct By-Laws**

### **1 Use and maintenance of lot**

- (a) A proprietor or occupier of a lot must not:
  - (i) use the lot or any part of the common property for any purpose that may be illegal, immoral or injurious to the reputation of the Building; and
  - (ii) make or create undue noises or odours in or about any lots or the common property or in any way interfere with the peace, quiet and comfort of any proprietor or occupier of lots in the scheme, it being acknowledged by all proprietors (including the proprietors of Commercial Lots) that the predominant use of the scheme is residential.
- (b) A proprietor or occupier of a lot must not do any act or thing or permit any person to do any act or thing that will result in excessive stress or floor loading to any part of that lot or the common property including, without limit, not allow a floor loading greater than specified in the engineering specifications for that lot.

### **2 Use of Common Property**

- (a) A proprietor or occupier of a lot must not damage any plant and equipment or other structures or improvements forming part of the common property.
- (b) A proprietor or occupier of a lot must be adequately clothed when upon common property and must not use language or behave in a manner likely to cause offence or embarrassment to the proprietor or occupier of another lot or to any person lawfully using common property.
- (c) A proprietor or occupier of a lot must not:
  - (i) permit any child of whom the person has control to play upon common property unless accompanied by an adult exercising effective control;
  - (ii) invite, cause or allow persons not residing in any of the lots to use the common property or facilities unless they are in the company of or supervised by a proprietor or occupier and comply with Schedule 1 by-law 23;
  - (iii) deposit or throw upon the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the proprietor, occupier or other resident of another lot or of any person lawfully using the common property;
  - (iv) use any part of the common property for any purpose which may be a breach of any municipal, semi-governmental law, by-law, ordinance or regulation;
  - (v) use any part of the common property for any purpose which may be unclean or other than a high standard of cleanliness and order; or
  - (vi) use any part of the common property in breach of any rules prescribed by the strata company.

### **3 External Visibility**

A proprietor or occupier of a lot must not:

- (a) without the prior written consent of the strata company, maintain within the lot anything visible from outside the lot that viewed from outside the lot, is not in keeping with the rest of the Development or does not maintain the aesthetic standard of the Development;
- (b) affix or attach on any balcony or any part of a lot or other parts of the Building or common property any television antenna, radio aerial, television aerial, satellite dish, structure, air conditioning unit or installation visible from any point exterior to that lot or common property;
- (c) hang or display or allow to be hung or displayed on or from windows, or other parts of the Building any laundry, washing, clothing, bedding or other materials or articles if it or they would be visible from outside that lot;
- (d) display any sign, advertisement, placard, banner, poster, pamphlet or like matter on any part of his lot or any other lot or on any part of the common property in such a way as to be visible from outside the lot, Building or common property;
- (e) install flyscreens, security screens or security doors which are not in keeping with the design and colour of the existing window and door frames to the lot.

#### **4 Window Treatments**

A proprietor or occupier of a Residential Lot must not, without the consent of the strata company:

- (a) hang window treatments in any lot which are visible from the outside of a lot unless those window treatments have a backing of such uniformity, material and colour as from time to time prescribed by the strata company; or
- (b) apply any tinting, surface film (including foil) or coloured glass to either the inside or outside surface of any window visible from outside the lot.

#### **5 Balcony**

- (a) A proprietor or occupier of a lot which includes a balcony must:
  - (i) only use the balcony for uses reasonably envisaged for the quiet enjoyment of the balcony and the placement of outdoor furniture settings, a portable gas or electric barbeque, pot plants and similar items;
  - (ii) not use the balcony for the general storage of any items and, in particular, flammable items (except a gas bottle used for barbeques);
  - (iii) not leave loose objects on the balcony likely to become hazardous as susceptible to movement or lifting by wind;
  - (iv) not allow any items to protrude over the edge of the balcony; and
  - (v) not install any air conditioning system, plant and equipment or structures on the balcony.
- (b) A proprietor or occupier of a lot which includes a balcony must permit the Strata Manager to inspect the balcony from time to time to ensure that the requirements of by-law 5(a) are being complied with.
- (c) A proprietor of a lot is responsible for all costs associated with any damage caused to the lot, the scheme or to any other property of the proprietor or occupier of the lot, or to the property of any other proprietor or occupier within the scheme as a result of unsecured items being left in or about the balcony of its lot.

## 6 Cleaning of Windows

- (a) In this by-law 6, **Windows** means the external surfaces of the windows of a lot.
- (b) Each proprietor and occupier of a lot acknowledges that:
  - (i) the strata company is not responsible for the cleaning of the Windows of the lot; and
  - (ii) the proprietor of a lot is responsible for the cleaning of the Windows of its lot and must keep the Windows clean at all times.

## 7 Fitout, Additions and Alterations of Lot

- (a) A proprietor must not, without the written consent of the strata company or except as may be permitted and provided for under the Act:
  - (i) alter the structure of its lot except as may be permitted and provided for under the Act and the by-laws;
  - (ii) in any way interfere with or change the appearance or the colour of the external surfaces of any wall of a lot;
  - (iii) modify or alter the facades of its lot or the Building;
  - (iv) cut, remove, damage or make any internal additions or alterations to the lot's ceilings, floors or walls (including but not limited to any plaster on any walls); or
  - (v) install or affix any structure, improvement or object to a balcony or an external wall or surface of a lot unless it is of a standard in keeping with a high class residential development and has been approved by the council.
- (b) A proprietor or occupier of a lot must not undertake any building works within or about or relating to that lot unless:
  - (i) all requisite permits, approvals and consents under all relevant laws have been obtained and copies of them have been given to the secretary of the strata company; and
  - (ii) the works are undertaken:
    - (A) strictly in accordance with the permits, approvals and consents referred to in by-law 7(b)(i); and
    - (B) with a minimum of nuisance, annoyance, disturbance and inconvenience to other occupiers of lots.
- (c) A proprietor or occupier of a lot must not undertake any building works within or about or relating to that lot until the proprietor of the lot:
  - (i) submits to the strata company plans and specifications of any proposed works which affect:
    - (A) the external appearance of the Building; or
    - (B) the common property; or
    - (C) the Building structure or services; or
    - (D) the fire or acoustic ratings of any component of the Building; and
  - (ii) supplies to the strata company any further particulars of those proposed works as the strata company may reasonably request to enable the strata



company to be reasonably satisfied that the proposed works accord with the reasonable aesthetic and orderly development of the total Building, do not endanger the Building and are compatible with the overall services to the Building and the individual floors;

- (iii) receives written approval for those works from the strata company, which approval must not to be unreasonably withheld, but which approval may be given subject to the condition that the reasonable costs of the strata company's approval must be paid by the proprietor of the relevant lot; and
- (iv) pays the costs referred to by-law 7(c)(iii) to the strata company.
- (d) The proprietor of a lot must ensure that:
  - (i) the proprietor and the proprietor's employees, agents and contractors undertaking any building works comply with the proper and reasonable directions of the strata company concerning the method of building operations, means of access, use of common areas, on-site management, building protection and hours of work; and
  - (ii) the proprietor's employees, agents and contractors are supervised in the carrying out of the building works so as to minimise any damage to or dirtying of the common property and the services in the common property.
- (e) The proprietor of a lot must ensure that the proprietor and the proprietor's employees, agents and contractors undertaking any building works observe the following restrictions in respect of the works:
  - (i) building materials must not be stacked or stored in the front, side or rear of the Building;
  - (ii) scaffolding must not be erected on the common property or the exterior of the Building;
  - (iii) construction work times must comply with the local laws of the Local Government;
  - (iv) the exterior and common property of the Building must at all times be maintained in a clean tidy and safe state; and
  - (v) construction vehicles and construction workers' vehicles must not be brought into or parked in the common property.
- (f) Before the proprietor of a lot commences any building works, the proprietor must:
  - (i) cause to be effected (and maintained during the period of the Building works) a contractor's all risk insurance policy to the satisfaction of the strata company; and
  - (ii) deliver a copy of the policy and certificate of currency in respect of the policy to the strata company.
- (g) Access will not be available to other lots or common property for the installation and maintenance of services and associated building works without the prior written consent or licence of the proprietor of the relevant lot or of the strata company in the case of common property.
- (h) A proprietor must ensure that any common property damaged as a result of conducting any building works is cleaned and restored to the same state and condition as it was before the works commenced.



- (i) Upon written direction by the council, a proprietor or occupier must remove, rectify or make good any unauthorised or dangerous alterations, fixtures or works upon his lot or common property occupied or used by him.
- (j) Upon default by the proprietor or occupier, the council by its agents or contractors may enter upon the common property to remove, rectify or make good such things and the strata company may recover the cost thereof from the proprietor or occupier as a liquidated sum in any court of competent jurisdiction.

## **8 Delivery and Movement of Furniture**

- (a) A proprietor or occupier intending to move any furniture, large object or deliveries to or from a lot or through or on common property must not:
  - (i) do so without notifying the Strata Manager appointed by the strata company at least 48 hours prior to the proposed move giving details of what will be delivered, when and how it will be delivered and how long the delivery will take and without receiving approval from the Strata Manager for the day and time of the proposed move; and
  - (ii) pay the fee set by the strata company (if any) for the attendance of the Strata Manager if required by the strata company.
- (b) A proprietor or occupier in moving any furniture, large object or deliveries to or from a lot or through or on common property must not:
  - (i) permit any carriers or tradespeople to commence operations prior to their making contact upon arrival with the Strata Manager;
  - (ii) permit any furniture or items to access or exit the Building other than:
    - (A) via the basement; or
    - (B) in accordance with the rules of the strata company;
  - (iii) permit any vehicles to restrict access to the car park;
  - (iv) conduct operations so as to unduly restrict access of other residents to the lifts or lobbies or restrict access to fire escapes;
  - (v) place any furniture or items in a lift other than that specified by the Strata Manager and, in any event, not until protective covers have been placed in the lift by the Strata Manager;
  - (vi) permit any furniture or other items to come into contact in any way with the lifts doors, including static contact or leaning or stacking against the door; or
  - (vii) damage the common property.
- (c) A proprietor or occupier moving any furniture, large object or deliveries to or from a lot or through or on common property will be liable to the strata company for any damage caused to the property in doing so and if any amount to be paid by an occupier or resident moving in or out is not paid within 14 days of the date of moving (and that occupier or resident is not the proprietor of the lot), then the strata company may recover the amount owed from the proprietor of the lot.

## 9 Refuse, cleaning and Waste Management

- (a) A proprietor, occupier, or other resident of a lot shall not deposit or throw upon 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 another proprietor, occupier or resident or of any person lawfully using the common property.
- (b) Proprietors and occupiers must:
  - (i) maintain within his 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 and adequately covered;
  - (ii) ensure that the health, hygiene and comfort of the proprietor, occupier or other resident of any other lot is not adversely affected by his disposal of garbage;
  - (iii) ensure that recycling bins are placed in the designated recycling bin area shortly before the scheduled collection times and must be removed as soon as reasonably practicable following collection;
  - (iv) comply with:
    - (A) all rules made by the council; and
    - (B) all laws and the requirements of the Local Government, relating to the disposal of garbage and waste management; and
  - (v) not deposit rubbish on common property or on their lot other than properly wrapped or otherwise sealed and placed in garbage bins or rubbish chutes provided or approved by the strata company, or on any other lot.

## 10 Storage of bicycles

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

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

## 11 Flammable materials

A proprietor and occupier must not use or store any flammable or hazardous material upon the lot or the common property, other than materials used or intended to be used for domestic purposes or fuel in the fuel tank of a vehicle.

## 12 No Smoking

- (a) No proprietor, occupier or invitee may smoke or consume or permit to be smoked or consumed any tobacco based product or other substance upon or within any portion of a Commercial Lot or the common property and further, all proprietors, occupiers and invitees must comply with any laws or regulations in relation to smoking in any areas of the scheme.

- (b) A proprietor, occupier and invitee must:
- (i) ensure that any smoke does not enter the common property or any other lot, including, when smoking on the balcony of its lot; and
  - (ii) take all reasonable action to ensure that any smoking does not disturb other proprietors.

### 13 Pets

- (a) A proprietor or occupier of a lot may keep without the consent of the strata company:
- (i) fish in an enclosed aquarium;
  - (ii) one caged bird; and
  - (iii) one Small Dog or one cat.
- (b) A proprietor or occupier of a lot must obtain the prior written consent of the council before that proprietor or, occupier keeps:
- (i) any other type of animal including a dog which is not a Small Dog; or
  - (ii) more than one dog or cat at the same time.
- (c) If a proprietor or occupier of a lot keeps an animal, then the proprietor or occupier:
- (i) must ensure that the animal is at all times kept under control and within the confines of that lot;
  - (ii) must ensure that the animal is not at any time within the common property except for the purpose of access to and from that lot;
  - (iii) must ensure that, when in or on any other part of the common property, the animal is at all times held by the proprietor or occupier;
  - (iv) is liable to the proprietors and occupiers and each other person lawfully in the Development including on the common property for:
    - (A) any noise which is disturbing to an extent which is unreasonable; and
    - (B) for damage to or loss of property or injury to any person caused by the animal; and
  - (v) is responsible for cleaning up after the animal has used any part of another lot or any other part of the common property.
- (d) This by-law 13:
- (i) applies to any person in a lot or on common property with the express or implied consent of the proprietor or occupier of that lot; and
  - (ii) does not prevent the keeping of a dog used as a guide or hearing dog,
- (e) Without affecting the strata company's rights under the Act, the strata company may issue a notice cautioning the proprietor or occupier of a lot in respect of a breach of any of the provisions of this by-law 13 including, without limit, where a proprietor's or occupier's animal causes or is causing:
- (i) any noise which is disturbing to an extent which is unreasonable; or
  - (ii) damage to or loss of property or injury to any person.

- (f) A further breach under this by-law after notice has been served on a proprietor or occupier of a lot under by-law 13(e), will entitle the strata company to require the immediate removal of the animal from the Development, as applicable.

#### **14 Pest Management**

A proprietor, occupier or other resident must take reasonable precautions to keep their lot free of any cockroaches, insects, rodents or other vermin and, if necessary or if directed by the Strata Company, must employ and pay the fees of professional pest controllers.

#### **15 Alarm System**

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

#### **16 Floor coverings**

A proprietor 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 the proprietor, occupier or other resident of another lot.

#### **17 Public Artwork**

The proprietors acknowledge and agree that:

- (a) the Original Proprietor may be required to:
  - (i) incorporate public artwork into the common property of the scheme; and
  - (ii) enter into an agreement with a third party in relation to any public artwork incorporated into the common property of the scheme, including the maintenance and upkeep of the public artwork; and
- (b) the strata company must, at its cost:
  - (i) comply with any agreement entered into by the Original Proprietor with respect to the public artwork as if the strata company is the Original Proprietor under the terms of the agreement; and
  - (ii) enter into a replacement agreement or deed of assignment with respect to the public artwork if required by the Original Proprietor.

#### **18 Common Property Damage**

If damage of any nature is caused to any part of the common property by the actions of any proprietor, occupier or their invitee, that proprietor must pay for the full cost of making good the damage.

#### **19 Council bank accounts**

The council may procure that such accounts in the name of the strata company are opened and maintained in such bank or other financial institution as from time to time it thinks

necessary for the purpose of the strata company and must promptly cause all monies of the strata company to be deposited in that account or accounts.

## **20 Compliance with easements and licences**

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

## **21 Access Keys**

- (a) A proprietor or occupier acknowledges and agrees that particular parts of the common areas in the Building will have restricted access and will not be accessible by all proprietors or occupiers, as reasonably determined by the strata company.
- (b) The strata company will provide each proprietor of a lot, a security key or access device (**Access Key**) to enable the proprietor to access particular restricted areas in the Building which that proprietor is permitted by the strata company to access.
- (c) The strata company may charge a reasonable fee for any additional Access Key required by a proprietor.
- (d) A proprietor of a lot must exercise a high degree of caution and responsibility in making a Access Key available for use by any occupier of that proprietor's lot and must use all reasonable endeavours, including an appropriate stipulation in any lease or licence of that lot, to ensure the return of the Access Key to the proprietor or the strata company.
  - (i) A proprietor of a lot in possession of a Access Key must not without the strata company's prior written consent duplicate the Access Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Access Key is not lost or handed to any person other than another proprietor and is not disposed of otherwise than by returning it to the strata company.
  - (ii) A proprietor of a lot must promptly notify the strata company if an Access Key is lost or destroyed.
  - (iii) The strata company will only arrange for a replacement of a lost or destroyed Access Key, or for any additional Access Key required by a proprietor, during normal business hours.

## **22 Closed Circuit Television Security**

- (a) Subject to all relevant laws, the strata company may install closed circuit television security systems (**CCTV Systems**) on the Common Property.
- (b) Subject to all relevant laws, the council may:
  - (i) view any video surveillance recording that is collected by the CCTV Systems for the purposes of investigating any criminal or unlawful activity in or around the scheme and for any other surveillance or security purposes that the council considers necessary; and
  - (ii) disclose any recordings to a proprietor whose lot is affected by any criminal or unlawful activity that is captured by those recordings.

**23 Default**

If a proprietor or occupier defaults in the performance of any term or condition of any by-law not otherwise dealt with by these by-laws, and the default continues for 7 days after notice is given to the proprietor or occupier by the secretary of the strata company or the Strata Manager then the strata company and its contractors, agents and employees may enter upon any portion of a lot or the common property and make good such default and any costs or expenses incurred by the strata company in doing so shall be recoverable as a levy pursuant to section 36(1) of the Act from the proprietor or occupier making default.

**24 Legal costs**

A proprietor of a lot must pay on demand to the strata company all legal costs on a solicitor-client basis which the strata company pays, incurs or expends in consequence of any default by the proprietor or occupier of that lot in the performance or observance of any bylaws including, without limit, recovery of strata company contribution fees.

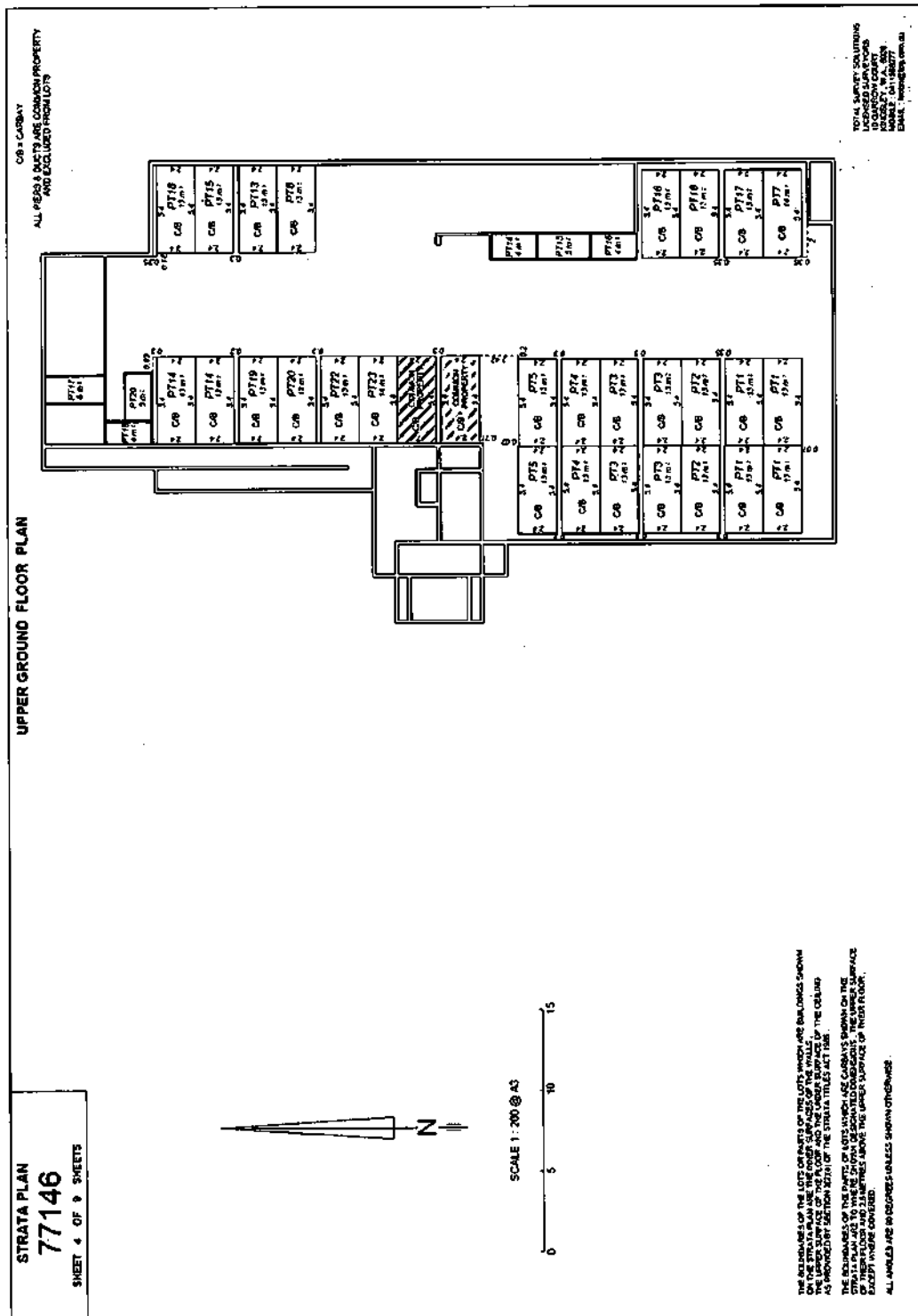
**25 Electronic Delivery of Documents**

Where in the Act and/or the Strata Titles General Regulations 1996 it is implied that Notices, Minutes of Meetings, Levies or any other document or communication are required to be issued by post, if authorised in writing by a proprietor, the communication can be served on the proprietor electronically and service by that method shall be accepted by the proprietor as sufficient and as if it had been given by post.











## Scheme By-laws – New Scheme

Strata Titles Act 1985  
Part 4 Division 4

Scheme Number: 77146

☒ I / ☐ We<sup>1</sup> the owner(s)<sup>2</sup> **Suida International on Oxford Pty Ltd ACN 613 452 627** of land the subject of the plan described as<sup>3</sup> Lot 800 on Deposited Plan 411467 apply to the Registrar of Titles to have the scheme by-laws as set out below registered with ☒ my / ☐ our<sup>1</sup> Application to Register Strata Titles Scheme in respect of the above land.

### Part 1 – Consolidated by-laws

In this part provide the full text of the scheme by-laws classified as governance or conduct and with the relevant by-law number.

#### **Governance By-Laws**

The governance by-laws set out in Schedule 1 of the Strata Titles Act 1985 are repealed and replaced with the governance by-laws contained in the Attachment – Scheme By-Laws provided herewith.

#### **Conduct By-Laws**

The conduct by-laws set out in Schedule 2 of the Strata Titles Act 1985 are repealed and replaced with the conduct by-laws contained in the Attachment – Scheme By-Laws provided herewith.

<sup>1</sup> Select one.

<sup>2</sup> Insert the name(s) of the owners of land the subject of the plan.

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

**Part 2 – By-laws of Significance**

☒ I / ☐ We<sup>4</sup> acknowledge that the following Governance by-laws need consent from a party other than the strata company if they are to be 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-laws<sup>5</sup>:

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By-law under planning  
(scheme by-laws) condition<sup>6</sup>:

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Exclusive use by-laws<sup>7</sup>:Governance By-Law 22Western Australian Planning  
Commission approval number  
(if applicable)<sup>8</sup>:Leasehold by-laws<sup>9</sup>:

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<sup>4</sup> Select one.

<sup>5</sup> Refer *Strata Titles Act 1985* section 42.

<sup>6</sup> Refer *Strata Titles Act 1985* section 22.

<sup>7</sup> Refer *Strata Titles Act 1985* section 43.

<sup>8</sup> Refer *Strata Titles Act 1985* section 20.

<sup>9</sup> Refer *Strata Titles Act 1985* section 40.



**Part 3 – Accompanying documents**

- ☐ **Consent Statement**, if applicable
- ☐ **Consent of the Owner of the Leasehold Scheme<sup>10</sup>** to leasehold by-laws or staged subdivision by-laws

**Part 4 – Execution**

Date of Execution: 5/05/2020

(To be signed by each Applicant)

Executed by Suida International on Oxford Pty Ltd ACN 613 452 627 in accordance with section 127 of the Corporations Act: 2001 (Cth)

Sole Director & Sole Secretary's signature

Liya Xu  
Sole Director & Sole Secretary's name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Full Name

In the presence of:

In the presence of:

<sup>10</sup> Owner of the leasehold scheme has the meaning in section 3(1) of the Act.



Approved Form 2020-17813

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Occupation

Version 2 - For use effective 1 May 2020.

Page 4 of 5

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.

**Document Notes:**

IMPORTANT: THIS PAGE FORMS PART OF DOCUMENT [O401073] AND MAY CONTAIN REFERENCES TO AMENDMENTS OR CORRECTIONS TO THE DOCUMENT

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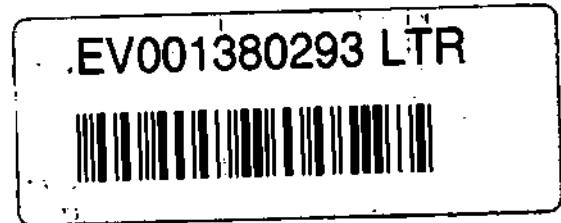
28/5/2020 12:13:40

SCHEME BY-LAWS DOCUMENT IS RE-TIMECLOCKED TO 27 MAY 2020.  
SEE LETTER DATED 12 MAY 2020 FROM IRDI LEGAL.

Our Ref: MSC:S20180543

5 May 2020

The Manager  
Landgate  
PO Box 2222  
MIDLAND WA 6936



Dear Sir

**Strata Plan 77146 - Application to register strata titles scheme**

Irdi Legal are the lawyers acting for Suida International on Oxford Pty Ltd being the Applicant for the Application to Register Strata Titles Scheme Strata Plan 77146. I have authority from Suida International on Oxford Pty Ltd to make and to authorise on behalf of the Applicant the amendments set out below.

I acknowledge that the registration date for the documents necessary to issue Certificates of Title and any following documents for Strata Plan 77146 will be altered to concur with the yet to be established 'In order for dealings' date of Strata Plan 77146.

If you have any queries, please contact me by either telephone or email.

Yours faithfully  
IRDI LEGAL

.....  
**Michael Cranley**  
Senior Lawyer

Email: [michael.cranley@irdi.com.au](mailto:michael.cranley@irdi.com.au)





EV001386316 LTR



IRDI LEGAL

12:32:35s-12MAY20

Our Ref: API:20180543

12 May 2020

Registrar of Titles and Commissioner of Titles  
Landgate  
1 Midland Square  
MIDLAND WA 6056

Dear Sir/Madam

**Dealing No. O401070**

I refer to the above matter and advise that the **attached** Westpac Consent Letter is being lodged as a follower to the abovementioned dealing which was lodged by Irdi Legal.

As it will be necessary for these documents to be re-time clocked to bring them into line with the original dealing, I hereby authorise you to re-time clock the documents as required. If there should be any queries at all, do not hesitate to let me know.

Yours faithfully  
IRDI Legal

PP

Michael Cranley  
Senior Lawyer

Email: [michael.cranley@irdi.com.au](mailto:michael.cranley@irdi.com.au)

248 Oxford Street, Leederville WA 6007 | P 08 9443 2544 | F 08 9444 3808 | [irdi.com.au](http://irdi.com.au)  
PO Box 95, Leederville WA 6902 | DX 63103 Leederville Letter to Landgate - follower (002)  
Riverlord Holdings Pty Ltd ABN 57 349 088 119 | atf The Trinity Trust | an Incorporated Legal Practice trading as IRDI Legal



# Requisition Notice

Section 192 of the Transfer of Land Act

Your Ref: api:20180543  
Our Ref: O401070  
Enquiries: Linda Ivulich  
Telephone: 92737629  
Facsimile: 92737673

28 May 2020

IRDI LEGAL  
248 OXFORD STREET  
LEEDERVILLE WA 6902  
AU

Facsimile: 94443808  
Email: reception@irdi.com.au  
Delivered by: Fax

Dear Sir/Madam

## Requisition Notice

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

It is generally not necessary to attend Landgate in person to make corrections to requisitioned documents however, if an appointment is necessary, please contact Landgate using the contact details above.

Doc. No	Description	Req. Fee
O401071	Designated interest holder must provide written consent to the subdivision and schedule of unit entitlements. Mortgagee letter to be expanded.  (See Land Titles Registration policy and procedure guide STR02-3.6 Consents to the subdivision and schedule of unit entitlements)	0
O401073	Schedule 1 - Governance By-law 22.2 is granting Exclusive Use to part lots not common property.  (See Land Titles Registration policy and procedure guide STR-02 Lodgement and Registration of New Strata/Survey-Strata Plans. - 3.4 Scheme By-laws)	87.35

Requisition Sub Total \$ 87.35  
Additional Fee \$ 0  
TOTAL FEE Payable \$ 87.35

Sincerely,



JEAN VILLANI  
REGISTRAR OF TITLES

### Requisitions may be attended to by:

1. Directly using the contact details provided above.
2. The lodging of evidence (by hand) at Landgate's Perth Business Office, QBE Building, 200 St. Georges Terrace, Perth.
3. Post to Landgate, Registrations, P O Box 2222, Midland WA 6936.
4. **For further information regarding this requisition notice please liaise with the Contact Person as shown above and/or refer to Landgate's Land Titles Registration Policy and Procedure Guides.**

Correspondence by representatives of parties to documents **must state** the capacity in which they act and confirm that they are duly authorised to do so. Amendment by letter is at the discretion of the Registrar of Titles. Unless these requisitions are complied with, the documents will be rejected. Documents may be withdrawn from registration, a withdrawal fee is applicable per document. Registration fees returnable in full or in part will be set-off against requisition and withdrawal fees. See payment options on page 2.

\*Proof of payment to be provided at time requisition satisfied by copy of receipted assessment.

## PAYMENT OPTIONS

**BY CREDIT CARD:** Any credit card payments to be made to our customer services team on 92737373

**IN PERSON:** Landgate, 1 Midland Square, Midland.  
or  
Perth Branch Office, QBE Building,  
200 St Georges Terrace, Perth.

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

**BY FAX:** 92737673

**DEALING NO:** 0401070

**CONTACT PERSON:** Linda Ivulich

**YOUR REFERENCE:** api:20180543

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

EBIS Account Number

--	--	--	--

--	--	--	--

Western Australian Land Information  
Authority Office Use Only

Order No: \_\_\_\_\_

**EBIS Company Name:** .....

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

**I hereby authorise the Western Australian Land Information  
Authority to debit the above EBIS account:**

.....  
(Signature of person authorising payment)

**Name of person authorising payment:**

.....  
(Please Print Name)

**Contact Phone No:**

.....

Your Ref: Document No O401070

29 May 2020

Landgate  
Attention: Linda Ivulich

By facsimile: 9273 7673  
Also by email: [linda.ivulich@landgate.wa.gov.au](mailto:linda.ivulich@landgate.wa.gov.au)

Dear Linda

**Requisition Notice - Dealing O401070**

**Suida International on Oxford Pty Ltd** ACN 613 452 627 being the registered proprietor of the Land hereby consents to exclusive use and special privilege Scheme By-Law 22 of Schedule 1 – Governance By-Laws.

Should you require any further information please do not hesitate to contact me.

Kind regards

**Suida International on Oxford Pty Ltd** ACN 613 452 627

Executed by **Suida International on Oxford Pty Ltd** ACN 613 452 627 in accordance with section 127 of the *Corporations Act: 2001* (Cth):

  
\_\_\_\_\_  
Sole Director & Sole Secretary's signature

**Liya Xu**

\_\_\_\_\_  
Sole Director & Sole Secretary's name

## Attachment 4

# Realmark

Realmark Strata Pty Ltd the Trustee for  
Strata West Unit Trust  
T/as Realmark Strata  
ABN 57 751 430 272 ACN 169 264 822

658 Newcastle Street, Leederville  
Western Australia 6007

telephone 08 9328 0999  
facsimile 08 9227 9229

[realmark.com.au](http://realmark.com.au)

21/08/2024

### MINUTES OF ANNUAL GENERAL MEETING

FILE COPY

Dear Owner,

#### MINUTES OF ANNUAL GENERAL MEETING OF STRATA COMPANY 238 Oxford Street LEEDERVILLE

Please find enclosed a copy of the minutes for the Annual General Meeting held on 7th August 2024 for your record and safe keeping.

Please note, a copy of these minutes have also been made available for downloading from the owners portal for your convenience.

If we may assist further in this or any other matter, please do not hesitate to contact our office on the details below

Sincerely,

REALMARK STRATA  
For and On Behalf of SP 77146



# Minutes for the Annual General Meeting

S/Plan 77146 238 Oxford Street  
07/08/2024 05:30 pm

---

## 1. Preliminary Matters

### Welcome

Those present were welcomed by Jessica Wilkes.

### Attendance and Proxies

The persons present and represented by proxy were recorded, as per the meeting attendance register as attached to these minutes.

### Non-Proprietors Present by Invitation

J Wilkes - Realmark Strata

### Quorum

A quorum was declared with 30 of the 45 persons entitled to vote being present or represented by proxy.

The meeting was declared open at 5:30pm and it was confirmed that the meeting was properly constituted.

## 2. Appointment of Chairperson for the meeting

It was resolved that Jessica Wilkes be authorised to act as the Chairperson for the purposes of the meeting.

## 3. Confirmation of minutes of previous meeting

1. On a motion moved by 31 and seconded by 52, it was resolved that the minutes of the previous General Meeting of the Strata Company held on 31/07/2023, as attached to this notice of meeting, be accepted as a true and correct record of that meeting.

2. On a motion moved by 31 and seconded by 52, it was resolved that the minutes of the previous Vote Outside a General Meeting of the Strata Company held on 30/05/2024, as attached to this notice of meeting, be accepted as a true and correct record of that meeting.

### Business arising

There was no business arising from those previous minutes.

## 4. Consideration of Accounts

On a motion moved by Lot 52 and seconded by Lot 36, it was resolved that the statement of accounts for the period 01/07/2023 to 30/06/2024 be adopted as a true and correct record.

## 5. Election of Council of Owners

1. On a motion moved by Lot 32 and seconded by Lot 11, it was resolved that the Council consist of 6 members.

2. The number of candidates was equal to the number of members of Council, and a ballot was not required. The Chairperson declared the candidates to be elected as members of the Council. Please refer to the list attached to these minutes for details of the duly elected members of the Council.

## 6. Strata Company Insurance

1. On a motion moved by Lot 52 and seconded by Lot 32, it was resolved that the presentation of the copies of certificates and schedules for the current insurance be accepted.

2. On a motion moved by Lot 52 and seconded by Lot 32, it was resolved that the Council be instructed to place insurance for the Strata Company at such sums as are suggested by the Insurer or in line with an updated replacement cost valuation prior to the expiry date of the current policy.

3. It was noted that the most recent valuation was obtained on 05/04/2024 for \$40,538,190 including GST.



4. Realmark Strata disclosed an interest in the business of some insurers and brokers, and receives a commission based on a percentage of the premium paid. The insurance commission received by Realmark Strata is \$3,944.50 excluding GST for policy 05GS017109 covering 15/05/2024 - 15/05/2025 and policy PE1999284GWC covering 15/05/2024 - 15/05/2025.

*General Advice Warning: Any advice given by the Strata Manager is general advice only. Owners can inform themselves through reading the Product Disclosure Statement. The Product Disclosure Statement and Financial Services Guide from the Insurer are available from the Strata Manager upon request.*

## 7. Council Authority to Sign

On a motion moved by Lot 7 and seconded by Lot 31, it was resolved that, pursuant to Section 118 of the Strata Titles Act 1985, one (1) member of the Council of Owners, or the Strata Manager under the direction of the Council of Owners, be authorised to execute documents which are either desirable or necessary for the achievement of the Strata Company's objectives and the performance of the Strata Company; and

If the Strata Company has a common seal, and when desirable or necessary to do so, the common seal may be applied to documents and attested by the signatures of two (2) members of the Council of Owners.

## 8. Governance By-laws

It was moved by Lot 52 and seconded by Lot 36 that, subject to the proposed special resolution in **item 9** of this Notice of General Meeting passing, by a resolution without dissent, the voting period for which shall open on **7 August 2024** and shall close 28 days thereafter, **The Owners of 238 Oxford Street Leederville Strata Scheme 77146** resolves to amend the following Governance by-laws in the Scheme By-laws as follows with any necessary by-law numbering or cross-referencing updated, prior to registration, which may be required:

a) By repealing Governance By-laws 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17.

b) By amending Governance By-law 19 by:

- i) deleting sub-by-law 19(b)(ii);
- ii) deleting sub-by-law 19(d); and
- iii) deleting sub-by-law 19(e).

c) By repealing Governance By-law 20, 24, 25, 26, 27, 28 and 31.

d) By adding the following Governance By-laws (renumbered as appropriate):

### 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;

(b) within 3 days upon entering into any lease, licence or arrangement of their lot, notify the strata company in writing the full name, contact telephone number and email address of the person residing in the lot; and

(c) 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.

### 2. 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.

### **3. 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.

(5) 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.

(6) 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.

(7) 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.

(8) 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.

(9) 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.

(10) 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.

(11) 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.

#### **4. 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-by-law (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-by-law (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.

#### **5. 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.

## **6. 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.

## **7. 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 an 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.

## **8. 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.

## 9. 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.

## 32 Costs Recovery

32.1 For the purpose of this by-law:

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

32.1.2 **Costs** include, without limitation:

- (a) the strata manager's costs;
- (b) debt recovery costs;
- (c) legal costs and disbursements on a solicitor and own client full indemnity basis, including the fees and disbursements of barristers, process servers, witnesses and experts engaged by the solicitor that has been engaged by the Strata Company for any steps taken by the strata company in the Legal Proceedings;
- (d) costs of any consultants and experts;
- (e) costs of any security guards or other contractors engaged by the strata company to:
  - (i) respond to any breach of the by-laws or the Act; or
  - (ii) attempt to prevent any further breaches of the by-laws or the Act;
- (f) costs of any employees of and contractors to the strata company preparing for or being involved in the Legal Proceedings;
- (g) additional insurance premium charges incurred by the strata company attributable to the use of or activity within a lot; and
- (h) damage, harm, injury, destruction or vandalism to any part of the common property or personal property of the strata company.

32.1.3 **Legal Proceedings** include, without limitation:

- (a) the issuing of a notice alleging a breach of the Act or by-laws that could lead to an application to the State Administrative Tribunal (**SAT**), a tribunal or any court;
- (b) an application to a court, or any other tribunal:
  - (i) to recover any amount of money owing to the strata company by an owner; or
  - (ii) for any other matter;
- (c) an application to SAT for relief under the Act, which includes without limitation any order, interim order or declaration made by SAT;



(d) litigation commenced by an owner or occupier of a lot against the strata company in SAT, a tribunal or a court; and

(e) an application for leave to appeal to the Supreme Court or the Court of Appeal from an order of SAT or another court order and any further appeals related to that appeal.

32.2 An owner will indemnify the strata company and each of its employees, agents, contractors, sub-contractors and authorised representatives against any injury, harm, loss or damage suffered or incurred by them as a result of any breach of these by-laws or the Act by the owner or any of the occupiers of the owner's lot (**Owner Indemnity**).

32.3 Without limiting the Owner Indemnity, an owner (**Specified Owner**) will pay on demand the whole of the strata company's Costs reasonably incurred in relation to any or all of the following:

32.3.1 recovering outstanding contributions levied by the strata company on that Specified Owner pursuant to either or both section 43 or 100 of the Act;

32.3.2 recovering any outstanding amounts otherwise owing from the Specified Owner to the strata company under either or both the Act or these by-laws;

32.3.3 making good any damage to the common property or personal property of the strata company caused by:

(a) the Specified Owner or an occupier of the Specified Owner's lot;

(b) an invitee of the Specified Owner; or

(c) an invitee of the occupier of the Specified Owner's lot;

32.3.4 remedying a breach of the by-laws or the Act committed by:

(a) the Specified Owner; or

(b) an occupier of the Specified Owner's lot;

32.3.5 rectifying any unauthorised works on common property undertaken as a result of an instruction or action of the Specified Owner or occupier of the Specified Owner's lot;

32.3.6 all Legal Proceedings taken by the strata company against the Specified Owner or an occupier of the Specified Owner's lot;

32.3.7 all Legal Proceedings taken by the Specified Owner against the strata company or in which the strata company becomes involved and the:

(a) Specified Owner is not successful or is only partly successful in those Legal Proceedings; or

(b) Legal Proceedings are withdrawn or dismissed; and

32.3.8 all Legal Proceedings taken by:

(a) an occupier of the Specified Owner's lot; or

(b) a mortgagee of the Specified Owner's lot,

against the strata company or in which the strata company becomes involved and that occupier or mortgagee (as the case may be) is not successful or is only partly successful in those Legal Proceedings or those Legal Proceedings are withdrawn or dismissed.

32.4 The council of the strata company is empowered:

32.4.1 to include the amount of the Costs in the amounts to be raised for the purposes of section 100(1)(a) of the Act; and

32.4.2 to raise the amount of the Costs by levying a contribution for those Costs solely on that Specified Owner in accordance with section 100(1)(c)(ii) of the Act.

32.5 If any Costs remain outstanding for more than fourteen (14) days, the strata company may also recover the Costs from the Specified Owner as a liquidated debt in a court of competent jurisdiction.

### 33 Damage to common property

33.1 In this by-law:

33.1.1 **Act** means the *Strata Titles Act 1985*.

33.1.2 **Council** means the council of the Strata Company.

33.1.3 **Guest** means a person invited onto a lot or the Common Property within the Scheme by an owner or

occupier.

33.1.4 **Lot** means a lot in the Scheme.

33.1.5 **Owner** means the owner of a Lot as defined under section 3(1) of the Act.

33.1.6 **Occupier** means any tenant, occupier, employee, agent or contractor of an Owner who occupies:

- (a) the Owner's Lot; or
- (b) the common property.

33.1.7 **Scheme** means strata scheme 77146.

33.2 If:

33.2.1 an Owner; or

33.2.2 an Occupier; or

33.2.3 any Guest of the Owner or Occupier,

causes any damage, harm, injury, destruction or vandalism to any part of the common property or personal property of the strata company (**Damage**), that Owner (**Specific Owner**) must remedy the Damage and reinstate the common property or personal property to a standard acceptable to the council of the strata company (**Rectify**) at the Specific Owner's expense.

33.3 Should a Specific Owner fail or refuse to Rectify the Damage within fourteen (14) days of a written request from the strata company, the strata company may engage any contractor, tradesperson or professional service provider as it deems appropriate to Rectify the Damage (**Remedial Works**).

33.4 The council of the strata company may:

33.4.1 include any amount incurred by the strata company for the purposes of performing the Remedial Works (Rectification Costs) in the amounts to be raised for the purposes of section 100(1)(a) of the *Strata Titles Act 1985* (WA) (**Act**); and

33.4.2 raise the amount of the Rectification Costs by levying a contribution for an amount equal to the sum of the Rectification Costs solely on the Specific Owner in accordance with section 100(1)(c)(ii) of the Act.

33.5 If any Rectification Costs remain outstanding for more than fourteen (14) days, the strata company may also recover the Rectification Costs from the Specific Owner as a liquidated debt in a court of competent jurisdiction.

## **34 Incorrect disposal of garbage or waste**

34.1 In this by-law:

34.1.1 **Act** means the *Strata Titles Act 1985*.

34.1.2 **Council** means the council of the Strata Company.

34.1.3 **Lot** means a lot in the Scheme.

34.1.4 **Owner** means the owner of a Lot as defined under section 3(1) of the Act.

34.1.5 **Occupier** means any tenant, occupier, employee, agent or contractor of an Owner who occupies that Owner's Lot.

34.1.6 **Scheme** means this strata scheme or survey-strata scheme.

34.2 An Owner is responsible for:

34.2.1 any item abandoned or incorrectly disposed of whatsoever (**Waste**) on any part of the common property by that Owner, an Occupier of that Owner's Lot or any invitee of that Owner or Occupier; and

34.2.2 taking all steps to promptly remove the Waste from the Scheme.

34.3 If an Owner breaches this by-law (**Responsible Owner**), the strata company may, after giving written notice to the Responsible Owner:

34.3.1 carry out all works required to rectify that breach to remove, relocate and or dispose of the Waste (**Disposal Works**) as permitted by any written law; and

34.3.2 the Council is empowered:

- (a) to include the amount of the costs incurred by the strata company in performing the Disposal Works (**Disposal Costs**) in the amounts to be raised for the purposes of section 100(1)(a) of the Act; and



(b) to raise the amount of Disposal Costs incurred by levying a contribution for those costs solely on the Responsible Owner in accordance with section 100(1)(c)(ii) of the Act.

*Note: The number of these by-laws are subject to change during the consolidation process.*

These Lots voted in favour of the motion: Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, Lot 7, Lot 8, Lot 9, Lot 11, Lot 13, Lot 15, Lot 17, Lot 18, Lot 20, Lot 26, Lot 29, Lot 30, Lot 31, Lot 32, Lot 33, Lot 34, Lot 36, Lot 40, Lot 45, Lot 46, Lot 47, Lot 49, Lot 51, Lot 52, Lot 53, Lot 57 & Lot 58.

Nil Lots voted against the motion.

**This motion was passed as a resolution without dissent.**

*Note: The number of this by-law is subject to change during the consolidation process.*

## 9. Conduct By-Laws

It was moved by Lot 52 and seconded by Lot 32 that, subject to the resolution without dissent proposed at **item 8** of this Notice of General Meeting, by a special resolution, the voting period for which shall open on **7 August 2024** and shall close 28 days thereafter, **The Owners of 238 Oxford Street, Leederville Strata Scheme 77146** resolves to amend the following Conduct by-laws in the Scheme By-laws as follows with any necessary by-law numbering or cross-referencing updated, prior to registration, which may be required:

a) By repealing Conduct By-law 1.

b) By amending Conduct By-law 2:

i) by deleting sub-by-law 2(c)(i); and

ii) by amending sub-by-law 2(c)(ii) by replacing the phrase "Schedule 1 by-law 23;" after the word "with" with the word "the Scheme By-laws;".

c) By amending Conduct By-law 5(b) by replacing the words "by-law 5(a)" after the word "of" and before the word "are" with the words "this by-law".

d) By amending Conduct By-law 6(a) by deleting the number "6" after the word "by-law" and before the word "Windows".

e) By repealing Conduct By-law 7.

f) By amending Conduct By-law 12 by adding the word ",vape" after the word "smoke" and before the word "or".

g) By amending Conduct By-law 13 by:

i) Amending sub-by-law 13(d) by deleting the number "13" after the word "by-law";

ii) Amending sub-by-law 13(e) by deleting the number "13" after the word "by-law" and before the word "including"; and

iii) Amending sub-by-law 13(f) by replacing the number "13(e)" after the word "by-law" and before the word "will" with the word "this by-law".

iv) Adding the following as sub-by-law 13(g):

Nothing in this by-law prohibits or restricts the:

A) keeping on a lot of an animal that is used as an assistance animal by a person with a disability who is an owner or occupier of a lot; and

B) use of the parcel of an assistance animal by a person with a disability.

h) By repealing Conduct By-law 17, 18, 19 and 21.

i) By amending Conduct By-law 22 by adding sub-by-law 22(c) as follows:

The council of the strata company may implement a policy for owners, occupiers, invitees or other persons to access or be provided any recording of the CCTV.

j) By amending Conduct By-law 23 by replacing the number "36(1)" after the word "section" and before the word "of" with the number "100(1)(c)".

k) By repealing Conduct By-law 24 and 25.



l) By adding the following Conduct By-laws (renumbered as appropriate):

## **1. Use of Lots**

### **1.1 Residential Lots**

- (a) Subject to this by-law, a Residential Lot may only be used for residential purposes.
- (b) Promptly upon the leasing of a lot, the proprietor of that lot must:
  - (i) inform the strata company of the name of the proprietor's managing agent, (if there is one) and the name of the applicable tenant;
  - (ii) ensure that the lessee signs a valid lease containing an enforceable covenant to comply with these by-laws and any rules made by the council or the strata company; and
  - (iii) provide the lessee with a copy of these by-laws and any rules made by the council or the strata company.
- (c) A proprietor must:
  - (i) not grant a lease of a Residential Lot for a period of 3 months or less; and
  - (ii) not allow more than the allowed number of occupants included on the tenancy agreement.
- (d) A proprietor of a Residential Lot must not permit or authorise any part of the Residential Lot to be used in any way directly or indirectly for any business, commercial or other non-residential purpose other than one which in the opinion of the council:
  - (i) is quiet and unobtrusive and not offensive;
  - (ii) does not in any way detract from the general amenity of the Residential Lot;
  - (iii) does not involve anything more than a minimal public interface;
  - (iv) is in keeping with the standard of the Residential Complex; and
  - (v) is unlikely to cause nuisance to occupiers of the other Residential Lots or users of the common property.
- (e) Each proprietor and occupier of a lot acknowledges that:
  - (i) the Original Proprietor:
    - (A) may use a lot in the Building as a display suite for the marketing of unsold lots in the Building; and
    - (B) may undertake marketing activities with respect to those unsold lots and the Development, including the display of sale signs, insignia and other fixtures and fittings as the Original Proprietor thinks fit; and
  - (ii) will not object to or cause the strata company to object to the Original Proprietor's use of a lot as a display suite or to the Original Proprietor's marketing activities with respect to the Development.

### **1.2 Commercial Lots**

- (a) The Commercial Lots may not be used for any of the following purposes or uses:
  - (i) as a fish and chip or similar fast-food shop unless exhaust systems and services are provided to the satisfaction of the strata company;
  - (ii) as a pet shop;
  - (iii) as an opportunity shop or similar charity-based retail store;
  - (iv) as an amusement arcade or similar entertainment arcade;
  - (v) as a store predominately used for the sale or hire of adult or restricted publications, videos or goods;
  - (vi) as a brothel, a sex-on-premises venue or similar operation;
  - (vii) as a tattoo parlour;
  - (viii) as a drug rehabilitation clinic, needle exchange or similar operation;
  - (ix) as a discount retail store, such as a two-dollar shop or similar outlet;
  - (x) as a tobacconist;



- (xi) for the sale or hire of firearms, munitions or similar weapons;
  - (xii) as a youth centre or drop-in centre or similar operation; or
  - (xiii) for any other use which:
    - (A) causes or may cause a nuisance to occupiers of the lots or uses of the common property by residents; or
    - (B) is offensive, except with the prior written consent of the strata company and otherwise in accordance with all requirements of the relevant authorities.
- (b) A proprietor or occupier of a Commercial Lot:
- (i) must not use the Commercial Lot for residential purposes;
  - (ii) must not create any noise or allow music to be played on the Commercial Lot which interferes or is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property; and
  - (iii) may, subject to the rules and requirements of the Local Government and any other relevant authority, only conduct retail or business activities on a Commercial Lot between the hours of 7.00am and 12.00am on any day unless otherwise determined by the strata company.
- (c) A proprietor or occupier of a Commercial Lot must:
- (i) place or maintain external awnings in accordance with specifications provided by the Original Proprietor; and
  - (ii) not make any alterations to external awnings after the registration of the strata plan except with the prior written approval of the strata company.
- (d) A proprietor and occupier of a Commercial Lot must:
- (i) maintain the lot to the highest prevailing standards of cleanliness and hygiene;
  - (ii) ensure that levels of noise within the lot or audible outside the lot do not give rise to any nuisance or annoyance to other proprietors or occupiers of lots and at all times obey the reasonable directions of the council as to the level of noise on the lot or emanating from the lot;
  - (iii) if in the opinion of the council the level of noise emanating from the lot is excessive, conduct any business on the lot only during the hours that the council may from time to time specify; and
  - (iv) comply with any conditions imposed by the strata company in giving consent to the operation of the business in the lot.

### 1.3 Eatery Lots

- (a) Each proprietor and occupier of an Eatery Lot must not allow the business conducted in that lot to be open to the public:
- (i) outside of the hours of 6:00am to 12:00am on Monday to Saturday;
  - (ii) in the case of any Alfresco Area, outside of the hours of 6:00am to 11 :00pm on Monday to Thursday; and
  - (iii) outside the hours of 7:00am to 11 :00pm on Sunday and public holidays, unless otherwise determined by the strata company and otherwise in accordance with all requirements of the Local Government and all relevant authorities.
- (b) Each proprietor and occupier of an Eatery Lot must ensure that the fit-out of the Eatery Lot is designed, operated and maintained so that noise from the activities and operations of the Eatery Lot at all times comply with the requirements of the noise level specified:
- (i) in the Environmental Protection (Noise) Regulations 1997 (WA); and
  - (ii) by the Local Government and any other relevant authority.
- (c) Each proprietor and occupier of an Eatery Lot must ensure that:
- (i) deliveries to and from the Eatery Lot are undertaken so as not to cause any disturbance or pose any safety risk to the owner or occupier of another lot or of any person lawfully using common property;
  - (ii) the removal and disposal of bottles, glassware and other similar items which have the potential to cause noise is undertaken at times and in a manner so as to cause as little disturbance as possible to the owner or occupier of another lot or of any person lawfully using common property; and
  - (iii) the tables and chairs (if any) used within the Eatery Lot or Alfresco Areas at all times incorporate appropriate feet protection so that they do not scratch or damage any of the floor coverings.

- (d) A proprietor or occupier of an Eatery Lot having an Alfresco Areas must:
  - (i) comply with all requirements of the Local Government and all relevant authorities relating to the use of its relevant Alfresco Area; and
  - (ii) without limitation, ensure that all tables and chairs associated with the use of those Alfresco Areas are removed from the public footpath area outside its trading hours.

#### 1.4 Acknowledgment of Eatery Lots

Each proprietor of a Residential Lot acknowledges that cafes, kiosks, brasseries, bar, restaurants or take-away food operations may be operated on the Eatery Lots (including any applicable Alfresco Areas) and:

- (a) must not make any objection to that use of those Eatery Lots;
- (b) must (without limiting any other provision of this by-law):
  - (i) not object to any application for a licence as defined in the Liquor Control Act 1988 (WA); and
  - (ii) if requested by the council, consent to such an application; and
- (c) acknowledges that this use of those Eatery Lots may result in the usual noise, disturbance, disruption, inconvenience, loss of amenity and nuisance normally associated with the operation of cafes, kiosks, brasseries, bar, restaurants or takeaway food operations.

## 2 Parking areas

- (a) The council may make rules regarding the use of any car parking bays on the common property.
- (b) A proprietor or occupier of a lot, including, without limit, any lessee, licensee, guest or visitor of the proprietor or occupier must at all times comply with the rules made from time to time by the council in relation to the use of the car parking bays on the common property.
- (c) For the purposes of this by-law, the council may place signs designating the car parking bays in the common property regarding the use of those bays.
- (d) A proprietor or occupier of a lot acknowledges that there may be car parking bays on the common property designated by the council as visitor bays or disabled bays which must not be used at any time by a proprietor or occupier of a lot.
- (e) A proprietor must not:
  - (i) park or stand any vehicle on a lot or on any part of the common property other than wholly within a car-bay within its lot or that is designated for the common use of the proprietors (if any);
  - (ii) permit or authorise any person to enter with any vehicle on any part of the common property that is not designed for such purpose;
  - (iii) drive a vehicle in excess of 10 km/h upon the parcel;
  - (iv) park or keep any inoperable vehicle on a lot or common property;
  - (v) conduct repairs or restorations of any vehicle upon a lot or common property;
  - (vi) use the common property or any part of a lot that it owns, occupies or resides to wash a vehicle;  
or
  - (vii) use their car parking bay for any purpose other than vehicle parking.

## 3. Access over lots for maintenance of Plant and Equipment

- (a) In this by-law:
  - (i) **Plant and Equipment** means an exhaust duct, roof fan, refrigeration line or similar service line, shafts and any other plant and equipment.
  - (ii) **Plant and Equipment Lot** means a lot which includes Plant and Equipment or which is required to be passed through to access Plant and Equipment.
- (b) The proprietor or occupier of a Plant and Equipment Lot must permit the proprietor or occupier of a lot which is serviced by the Plant and Equipment access to the Plant and Equipment to repair and maintain the Plant and Equipment, provided that the proprietor or occupier of that lot:
  - (i) gives the proprietor or occupier of the Plant and Equipment Lot reasonable written notice of the requirement for access (except in the case of an emergency);



(ii) accesses the Plant and Equipment at a reasonable time (except in the case of an emergency);  
and

(iii) causes as little disruption and inconvenience as is possible in the circumstances.

(c) The proprietor or occupier of lot who requires access to a Plant and Equipment Lot must comply with all rules made by the strata company from time to time regarding access to Plant and Equipment and all requirements imposed by all relevant authorities.

(d) The proprietor or occupier of a Plant and Equipment Lot must permit the strata company access to Plant and Equipment which services the common property to repair and maintain the Plant and Equipment, provided that the strata company:

(i) gives the proprietor or occupier of the Plant and Equipment Lot reasonable written notice of the requirement for access ;

(ii) accesses the Plant and Equipment at a reasonable time; and

(iii) causes as little disruption and inconvenience as is possible in the circumstances.

## **4 Landscaping and Gardening**

### **4.1 Common Garden Areas**

(a) A proprietor or occupier of a lot must not damage any lawn, garden, flower, tree, shrub, plant on any part of the scheme.

(b) A proprietor, occupier or other resident of a lot including, without limit, any lessee, licensee, guest or visitor of the proprietor or occupier, must at all times comply with the rules made from time to time by the council in relation to the garden areas.

(c) Each proprietor and occupier acknowledges and agrees that:

(i) all gardens and landscaping on the common property will be maintained by the strata company; and

(ii) all costs associated with maintenance of a garden and landscaped area will be form part of the administrative expenses of the strata company.

(d) Each proprietor and occupier:

(i) must not plant in the garden any trees, shrubs or other plant-life or erect any structure;

(ii) must remove any tree, shrub or plant-life planted or structure erected in breach of this by-law;  
and

(iii) acknowledges that the strata company may, at the expense of the proprietor or occupier, remove any tree, shrub, plant-life or structure of the nature referred to in this by-law if the proprietor or occupier fails to do so.

### **4.2 Garden areas within a Lot**

(a) Each proprietor acknowledges and agrees that:

(i) all gardens, landscaping, plants and trees located on a lot must be maintained by the lot proprietor; and

(ii) it is responsible for all costs associated with maintenance of those things.

(b) Each proprietor and occupier of a Residential Lot must:

(i) keep the gardens, landscaping, plants and trees on the lot (if any) properly watered, fertilised, in a neat and tidy condition and properly trimmed to the reasonable satisfaction of the strata company;

(ii) cultivate and nurture the trees on the lot until they reach their typical mature dimensions and thereafter maintain those trees at that dimension;

(iii) not prune any tree without the consent of the strata company and in accordance with the directions of the strata company;

(iv) ensure that the gardens, landscaping, plants and trees on the lot are adequately watered at all times and that the reticulation system within the lot is kept in good repair and condition; and

(v) not allow the escape of water from the proprietor's garden or balcony.

## **5 Services**

### **5.1 Gas and Hot Water**

- (a) A proprietor or occupier of a lot acknowledges that:
- (i) there will be a number of gas meters installed for the Development, one of which will measure the consumption of gas and hot water by all lots; and
  - (ii) the Original Proprietor or the strata company will install a separate submeter on each lot for the purpose of measuring the consumption of:
    - (A) gas (for both heating water and cooking); and
    - (B) hot water,by each lot.
- (b) The strata company will:
- (i) arrange for the sub-meters referred to in sub-by-law (a) immediately above to be read on a regular basis; and
  - (ii) require the proprietors of each lot to pay a proportion of the charge for gas consumed by the scheme in accordance with its sub-meter, as read by the strata company or its appointed contractor.

### **5.2 Cold Water**

- (a) A proprietor or occupier of a lot acknowledges that:
- (i) there will be a number of water meters installed for the Development one of which will measure the consumption of cold water consumed by the scheme; and
  - (ii) the Original Proprietor or the strata company will install a separate submeter on each lot for the purposes of determining cold water consumption by each lot.
- (b) The strata company will:
- (i) arrange for the sub-meters referred to in sub-by-law (a) immediately above to be read on a regular basis; and
  - (ii) require the proprietor of each lot to pay a proportion of the charge for cold water consumed by the scheme in accordance with its sub-meter, as read by the strata company or its appointed contractor.

### **5.3 Electricity**

- (a) A proprietor or occupier of a lot acknowledges that:
- (i) there will be a one supply authority electricity meter installed for the Development to record the electricity consumed by the scheme; and
  - (ii) the Original Proprietor or the strata company will install a separate submeter on each lot for the purposes of determining electricity consumption by each lot.
- (b) The strata company will:
- (i) arrange for the sub-meters referred to in sub-by-law (a) immediately above to be read on a regular basis; and
  - (ii) require the proprietor of each lot to pay a proportion of the charge for electricity consumed by the scheme in accordance with its sub-meter, as read by the strata company or its appointed contractor.

These Lots voted in favour of the motion: Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, Lot 8, Lot 9, Lot 11, Lot 15, Lot 17, Lot 18, Lot 20, Lot 26, Lot 29, Lot 30, Lot 31, Lot 32, Lot 33, Lot 34, Lot 36, Lot 40, Lot 45, Lot 46, Lot 47, Lot 49, Lot 51, Lot 52, Lot 53, Lot 57 & Lot 58.

Nil Lots voted against the motion.

**This motion was passed as a special resolution.**

*Note: The number of this by-law is subject to change during the consolidation process.*

## **10. Administrative Fund Budget & Contributions**

*Note: Documents attached to these minutes of the Annual General Meeting held on 7 August 2024:*



- *Approved Budget - figures shown excluding GST.*
- *Standard Levy Postings - Administrative & Reserve Funds (Contribution, Residential, Commercial Lift).*
- *Special Levy Posting.*

### **Budget (Contribution – all U/E)**

On a motion moved by Lot 36 and seconded by Lot 52, it was resolved to adopt the Administrative Fund budget of expenditure totalling \$311,597.00 inclusive of GST, as attached to this notice of meeting, for the period 01/07/2024 to 30/06/2025.

### **Determination of Levy Contributions (Contribution – all U/E)**

On a motion moved by Lot 36 and seconded by Lot 52, it was resolved that the contributions to the Administrative Fund to raise a total of \$203,500.00 inclusive of GST for the period 01/07/2024 to 30/06/2025 be met by the raising of levies calculated in accordance with the unit entitlement, due and payable in instalments in the amounts and on the dates outlined below:

Amount	Per Unit Entitlement	Due on or before	Date
\$5.14	Per unit entitlement	Due on or before	01/07/2024
\$5.07	Per unit entitlement	Due on or before	01/10/2024
\$5.07	Per unit entitlement	Due on or before	01/01/2025
\$5.07	Per unit entitlement	Due on or before	01/04/2025

And, that the contributions to the Administrative Fund continue to be raised at a rate of \$5.07 per unit entitlement per quarter until otherwise determined at a future General Meeting.

### **Budget (Residential)**

On a motion moved by Lot 36 and seconded by Lot 52, it was resolved to adopt the Administrative Fund budget of expenditure totalling \$82,500.00 inclusive of GST, as attached to this notice of meeting, for the period 01/07/2024 to 30/06/2025.

### **Determination of Levy Contributions (Residential)**

On a motion moved by Lot 36 and seconded by Lot 52, it was resolved that the contributions to the Administrative Fund to raise a total of \$82,500.00 inclusive of GST for the period 01/07/2024 to 30/06/2025 be met by the raising of levies calculated in accordance with the unit entitlement, due and payable in instalments in the amounts and on the dates outlined below:

Amount	Per Unit Entitlement	Due on or before	Date
\$2.50	Per unit entitlement	Due on or before	01/07/2024
\$2.64	Per unit entitlement	Due on or before	01/10/2024
\$2.64	Per unit entitlement	Due on or before	01/01/2025
\$2.64	Per unit entitlement	Due on or before	01/04/2025

And, that the contributions to the Administrative Fund continue to be raised at a rate of \$2.64 per unit entitlement per quarter until otherwise determined at a future General Meeting.

### **Budget (Commercial)**

On a motion moved by Lot 36 and seconded by Lot 52, it was resolved to adopt the Administrative Fund budget of expenditure totalling \$40,700.00 inclusive of GST, as attached to this notice of meeting, for the period 01/07/2024 to 30/06/2025.

### **Determination of Levy Contributions (Commercial)**

On a motion moved by Lot 36 and seconded by Lot 52, it was resolved that the contributions to the Administrative Fund to raise a total of \$36,300.00 inclusive of GST for the period 01/07/2024 to 30/06/2025 be met by the raising of levies calculated in accordance with the unit entitlement, due and payable in instalments in the amounts and on the dates outlined below:

Amount	Per Unit Entitlement	Due on or before	Date
\$1.85	Per unit entitlement	Due on or before	01/07/2024
\$5.18	Per unit entitlement	Due on or before	01/10/2024
\$5.18	Per unit entitlement	Due on or before	01/01/2025
\$5.18	Per unit entitlement	Due on or before	01/04/2025

And, that the contributions to the Administrative Fund continue to be raised at a rate of \$2.16 per unit entitlement per quarter until otherwise determined at a future General Meeting.

### **Budget (Lift)**

On a motion moved by Lot 36 and seconded by Lot 52, it was resolved to adopt the Administrative Fund budget of expenditure totalling \$23,650.00 inclusive of GST, as attached to this notice of meeting, for the period 01/07/2024 to 30/06/2025.

### **Determination of Levy Contributions (Lift)**

On a motion moved by Lot 36 and seconded by Lot 52, it was resolved that the contributions to the Administrative Fund to raise a total of \$22,156.40 inclusive of GST for the period 01/07/2024 to 30/06/2025 be met by the raising of levies calculated in accordance with the unit entitlement, due and payable in instalments in the amounts and on the dates outlined below:

Amount	Per Unit Entitlement	Due on or before	Date
\$0.70	Per unit entitlement	Due on or before	01/07/2024
\$0.70	Per unit entitlement	Due on or before	01/10/2024
\$0.70	Per unit entitlement	Due on or before	01/01/2025
\$0.70	Per unit entitlement	Due on or before	01/04/2025

And, that the contributions to the Administrative Fund continue to be raised at a rate of \$0.70 per unit entitlement per quarter until otherwise determined at a future General Meeting.

## **11. Reserve Fund Budget & Contributions**

### **Budget (Contribution – all U/E)**

On a motion moved by Lot 36 and seconded by Lot 52, it was resolved to adopt the Reserve Fund budget of expenditure totalling \$269,500.00 inclusive of GST, as attached to this notice of meeting, for the period 01/07/2024 to 30/06/2025.

### **Determination of Levy Contributions (Contribution – all U/E)**

1. On a motion moved by Lot 36 and seconded by Lot 52, it was resolved that a Defect Remediation special levy for the Reserve Fund be raised totalling \$55,000.00 inclusive of GST, or such other amount which may be determined at the meeting, and that the contributions be met by the raising of levies calculated in accordance with the unit entitlement, due and payable in instalments in the amounts and on the dates outlined below:

Amount	Per Unit Entitlement	Due on or before	Date
\$5.50	Per unit entitlement	Due on or before	01/10/2024

*Note: This is the first instalment with subsequent instalments to be proposed in future years.*

2. On a motion moved by Lot 36 and seconded by Lot 52, it was resolved that the contributions to the Reserve Fund to raise a total of \$66,000.00 inclusive of GST for the period 01/07/2024 to 30/06/2025 be met by the raising of levies calculated in accordance with the unit entitlement, due and payable in instalments in the amounts and on the dates outlined below:

Amount	Per Unit Entitlement	Due on or before	Date
\$1.33	Per unit entitlement	Due on or before	01/07/2024
\$1.76	Per unit entitlement	Due on or before	01/10/2024
\$1.76	Per unit entitlement	Due on or before	01/01/2025
\$1.76	Per unit entitlement	Due on or before	01/04/2025

And, that the contributions to the Reserve Fund continue to be raised at a rate of \$1.76 per unit entitlement per quarter until otherwise determined at a future General Meeting.

### **Budget (Residential)**

On a motion moved by Lot 36 and seconded by Lot 52, it was resolved to adopt the Reserve Fund budget of expenditure totalling \$55,000.00 inclusive of GST, as attached to this notice of meeting, for the period 01/07/2024 to 30/06/2025.

### **Determination of Levy Contributions (Residential)**

On a motion moved by Lot 36 and seconded by Lot 52, it was resolved that the contributions to the Reserve Fund to

raise a total of \$27,500.00 inclusive of GST for the period 01/07/2024 to 30/06/2025 be met by the raising of levies calculated in accordance with the unit entitlement, due and payable in instalments in the amounts and on the dates outlined below:

Amount	Per Unit Entitlement	Due on or before	Date
\$0.78	Per unit entitlement	Due on or before	01/07/2024
\$0.90	Per unit entitlement	Due on or before	01/10/2024
\$0.90	Per unit entitlement	Due on or before	01/01/2025
\$0.90	Per unit entitlement	Due on or before	01/04/2025

And, that the contributions to the Reserve Fund continue to be raised at a rate of \$0.90 per unit entitlement per quarter until otherwise determined at a future General Meeting.

### Budget (Lift)

On a motion moved by Lot 36 and seconded by Lot 52, it was resolved to adopt the Reserve Fund budget of expenditure totalling nil, as attached to this notice of meeting, for the period 01/07/2024 to 30/06/2025.

### Determination of Levy Contributions (Lift)

On a motion moved by Lot 36 and seconded by Lot 52, it was resolved that the contributions to the Reserve Fund to raise a total of \$8,800.00 inclusive of GST for the period 01/07/2024 to 30/06/2025 be met by the raising of levies calculated in accordance with the unit entitlement, due and payable in instalments in the amounts and on the dates outlined below:

Amount	Per Unit Entitlement	Due on or before	Date
\$0.29	Per unit entitlement	Due on or before	01/07/2024
\$0.27	Per unit entitlement	Due on or before	01/10/2024
\$0.27	Per unit entitlement	Due on or before	01/01/2025
\$0.27	Per unit entitlement	Due on or before	01/04/2025

And, that the contributions to the Reserve Fund continue to be raised at a rate of \$0.27 per unit entitlement per quarter until otherwise determined at a future General Meeting.

*Note: A Strata Company with 10 or more lots, or with a replacement cost of more than \$5 million, must implement a Reserve Fund.*

## 12. Other Business

### Special Levy

The owners discussed the introduction of a special levy to cover upcoming major expenses, including but not limited to the rectification of known common property defects:

- External Facade Waterproofing
- Roof Waterproofing
- Pool Liner Rippling
- Vehicle Gate Breakdowns
- Grease Trap
- Roof Gradient/Pooling

The proposed levy amount, payment schedule, and specific allocation of funds was considered in detail.

The owners also discussed a strata loan to fund these works.

### Communication

It was noted that communication between the Council of Owners, Realmark Strata and Lot owners and residents could be improved. Suggestions were made to introduce a monthly notice via keep all Lot owners informed of ongoing works and any other relevant matters.

### Lot Conversion for Grease Arrestor Installation

Lot 45 expressed concern over the uncertainty regarding the timeframe for the transfer of ownership specific to the reallocation of one of their part Lot carbays to common property for the installation of an above-ground grease arrestor. They also requested more frequent updates, particularly as an interim lease arrangement has been approved in the meantime.





### **Carpark Visibility**

The owners discussed their concerns regarding the current visibility when exiting the carpark into the street, notably the restricted lines of sight due to street parking in the area. It was noted that these complaints should be reported to the City of Vincent.

### **Recognition**

Realmark Strata extended a formal vote of thanks to the Council of Owners for their dedication, hard work, and contributions throughout the past year. Their commitment to managing and improving the strata company has been invaluable.

## **13. Closure of Meeting**

There being no further business to address, Jessica Wilkes thanked all attendees and declared the meeting closed at 7:20pm.



# Attendance

S/Plan 77146 238 Oxford Street

Annual General Meeting

07/08/2024 05:30 pm

## Attendees

Lot	Unit	Name	Apologies	Voting Sheet
1	1	Subdivided (Lot 57 & Lot 58)	N	N
2	2	Liya Xu/Chairperson on behalf of Suida International On Oxford Pty Ltd	N	N
3	3	Liya Xu/Chairperson on behalf of Suida International On Oxford Pty Ltd	N	N
4	4	Liya Xu/Chairperson on behalf of Suida International On Oxford Pty Ltd	N	N
5	5	Liya Xu/Chairperson on behalf of Suida International On Oxford Pty Ltd	N	N
6	6	Liya Xu/Chairperson on behalf of Suida International On Oxford Pty Ltd	N	N
7	7	Dorell Colleen Hogg	N	N
8	8	Glen Benjamin Stewart	N	N
9	9	Jacqui Corless-Crowther/Chairperson on behalf of Craig & Tania Naven	N	N
11	11	Jacqui Corless-Crowther/Chairperson on behalf of Nicola & Paul Strudwick	N	N
13	13	Sandra Nesci	N	N
15	15	Darryl James Parker	N	N
17	17	Jacqui Corless-Crowther/Chairperson on behalf of Erin Marie Corless-Crowther	N	N
18	18	Jacqui Corless-Crowther/Chairperson on behalf of Michael Crowther & Jacqui Corless-Crowther	N	N
20	20	William John White	N	N
26	26	Jessica Genovese/Chairperson on behalf of Jessica Genovese	N	N
29	29	Jacqui Corless-Crowther/Chairperson on behalf of Kerry-Lee Catterick & Lisl Van Aarde	N	N
30	30	Dancia Quinlan	N	N
31	31	Paul Anthony Edwards	N	N
32	32	Christopher William Gray & Mili Anja Stevens	N	N
33	33	Jacqui Corless-Crowther/Chairperson on behalf of Peter Anthony Browne & Catherine Michelle Stone	N	N
34	34	Jacqui Corless-Crowther on behalf of Emma Duffield	N	N
36	36	Jacqui Corless-Crowther/Chairperson on behalf of Michael Crowther & Jacqui Corless-Crowther	N	N
40	40	Phyllis Robyn Torre	N	N
45	45	Paula Jane Aubin & Stuart Murray Jamieson	N	N
46	46	Julia Mary Barton	N	N
47	47	Marcus Long	N	N
49	49	Kerrie Fletcher/Chairperson on behalf of Cassidy Lisa Mosconi	N	N
51	51	Liya Xu/Chairperson on behalf of Suida International On Oxford Pty Ltd	N	N
52	52	Ivor Cohen/Chairperson on behalf of Rainbow Enterprises Pty Ltd	N	N
53	53	Lindsay Christopher Mattsson/Chairperson on behalf of Lindsay Christopher & Rosalie Ann Mattsson	N	N
57	1A	Liya Xu/Chairperson on behalf of Suida International On Oxford Pty Ltd	N	N
58	1B	Chairperson on behalf of CG. Q8M Pty Ltd	N	N

## Non Attendees - Apologies or Voting Sheets Received

NIL

# Attendance

S/Plan 77146 238 Oxford Street

Annual General Meeting

07/08/2024 05:30 pm

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**Quorum Achieved: Y**



# Committee

S/Plan 77146 238 Oxford Street

Annual General Meeting

07/08/2024 05:30 pm

Lot	Unit	Name	Position	Appointed	Type
9	9	Craig Naven	Member	07/08/2024	Rep
18	18	Jacqui Corless- Crowther	Member	24/08/2021	Rep
45	45	Paula Jane Aubin	Member	07/08/2024	Rep
51	51	Suida International On Oxford Pty Ltd	Member	10/09/2020	Rep
52	52	Rainbow Enterprises Pty Ltd	Member	31/07/2023	Rep
53	53	Lindsay Christopher Mattsson	Member	07/08/2024	Rep



## Approved Budget to apply from 01/07/2024

238 Oxford Street Leederville

238 Oxford Street, LEEDERVILLE WA 6007

### Contribution Schedule

#### Administrative Fund

		Approved budget	Actual 01/07/2023-30/06/2024	Previous budget
<b>Revenue</b>				
142800	Access Devices	0.00	1,455.82	0.00
142400	Interest -- Other	0.00	63.16	0.00
142500	Interest on Arrears--Admin	0.00	121.20	0.00
143000	Levies Due--Admin	185,000.00	180,013.84	180,000.00
145001	Recovery--Legal & Debt Collection Fees	0.00	750.00	0.00
145002	Recovery--Owner	0.00	280.00	0.00
145009	Recovery--Section 110 Certificate	0.00	2,520.00	0.00
145003	Recovery--Utility--Electricity	90,000.00	95,952.52	75,000.00
145005	Recovery--Utility--Water	10,000.00	10,226.05	7,000.00
<i>Total revenue</i>		285,000.00	291,382.59	262,000.00
<b>Less expenses</b>				
150200	Admin--Accounting	200.00	80.00	210.00
153800	Admin--Agent Disbursements	500.00	395.99	100.00
153802	Admin--Agent Disburst--Access Device	500.00	390.00	500.00
153804	Admin--Agent Disburst--Admin Service Fee	1,900.00	1,254.00	1,550.00
153808	Admin--Agent Disburst--Utility Preparation	2,300.00	2,700.02	2,300.00
151407	Admin--Bank Charges--With GST	400.00	332.28	400.00
151408	Admin--By-Laws	6,000.00	0.00	6,500.00
151600	Admin--Consultants	5,000.00	1,130.00	10,000.00
155600	Admin--Landgate Fees	300.00	0.00	100.00
153200	Admin--Legal & Debt Collection Fees	8,000.00	750.00	10,000.00
154000	Admin--Management Fees--Standard	18,000.00	15,674.76	17,250.00
154200	Admin--Meeting Expenses	2,500.00	3,114.98	1,000.00
178500	Admin--Meter Reading	2,100.00	2,208.10	9,800.00
154800	Admin--Postage	70.00	80.16	50.00
156100	Admin--Section 110 Certificates	0.00	2,520.00	0.00
150900	Admin--Taxation Services	1,100.00	1,040.00	1,200.00
159100	Insurance--Premiums	47,000.00	38,898.02	45,000.00
159200	Insurance--Valuation	0.00	900.00	0.00
161800	Maint Bldg--Car Park	3,500.00	3,300.00	2,000.00
163000	Maint Bldg--Cleaning	0.00	681.82	0.00
164400	Maint Bldg--Contingency	0.00	0.00	8,400.00
164800	Maint Bldg--Electrical	7,500.00	9,038.58	5,000.00

## 238 Oxford Street Leederville

238 Oxford Street, LEEDERVILLE WA 6007

165808	Maint Bldg--Fire Monitoring--DFES	1,900.00	1,710.00	1,800.00
165800	Maint Bldg--Fire Protection	3,000.00	11,952.07	3,000.00
165801	Maint Bldg--Fire Protection--Contract	6,000.00	6,488.35	8,000.00
166600	Maint Bldg--Garage Doors/ Gates/ Windows	1,500.00	7,960.50	1,500.00
167200	Maint Bldg--General Repairs & Maintenance	5,500.00	5,491.09	4,500.00
167800	Maint Bldg--Gutters & Downpipes	1,500.00	1,400.00	1,000.00
170600	Maint Bldg--Locks, Keys & Card Keys	1,000.00	385.00	1,000.00
171000	Maint Bldg--Mechanical	10,000.00	9,108.50	3,000.00
172000	Maint Bldg--Pest/Vermin Control	1,500.00	2,050.00	0.00
172200	Maint Bldg--Plumbing & Drainage	3,000.00	3,265.00	3,000.00
172400	Maint Bldg--Pumps	5,000.00	5,570.00	4,000.00
172700	Maint Bldg--Repairs & Improvements	0.00	23,519.40	20,000.00
172900	Maint Bldg--Roof Safety	2,000.00	1,902.97	600.00
173200	Maint Bldg--Security	1,500.00	1,555.77	2,000.00
173400	Maint Bldg--Security Surveillance/ CCTV	2,000.00	1,348.21	3,000.00
177600	Maint Grounds--Gates	0.00	595.00	0.00
182600	Staff--Contract Building Manager	25,000.00	23,397.00	25,000.00
190200	Utility--Electricity	95,000.00	97,169.60	80,000.00
190400	Utility--Gas	0.00	0.00	500.00
190900	Utility--Telephone--Lift	0.00	295.05	0.00
191200	Utility--Water & Sewerage	11,000.00	6,708.77	11,000.00
<i>Total expenses</i>		283,270.00	296,360.99	294,260.00
<b>Surplus/Deficit</b>		1,730.00	(4,978.40)	(32,260.00)
Opening balance		60,418.78	65,397.18	65,397.18
<b>Closing balance</b>		\$62,148.78	\$60,418.78	\$33,137.18
Total units of entitlement		10000		10000
Levy contribution per unit entitlement		\$20.35		\$19.80
Budgeted standard levy revenue		185,000.00		180,000.00
Add GST		18,500.00		18,000.00
Amount to raise in levies including GST		\$203,500.00		\$198,000.00

**Contribution Schedule****Reserve Fund****Approved  
budget**01/07/2023-30/06/2024  
**Actual****Previous  
budget****Revenue**

242500	Interest on Arrears--Reserve	0.00	41.79	0.00
242600	Interest on Investments--Reserve	0.00	2,265.83	0.00
243100	Levies Due (Special)--Reserve	50,000.00	0.00	0.00
243000	Levies Due--Reserve	60,000.00	47,092.09	47,000.00
<i>Total revenue</i>		110,000.00	49,399.71	47,000.00

**Less expenses**

260000	Maint Bldg--10 Year Maintenance	35,000.00	0.00	35,000.00
261300	Maint Bldg--Building Improvement	210,000.00	6,796.00	12,000.00
264501	Maint Bldg--Contingency	0.00	23,701.00	0.00
<i>Total expenses</i>		245,000.00	30,497.00	47,000.00

**Surplus/Deficit**

		(135,000.00)	18,902.71	0.00
Opening balance		137,244.41	118,341.70	118,341.70

**Closing balance**

		\$2,244.41	\$137,244.41	\$118,341.70
Total units of entitlement		10000		10000
Levy contribution per unit entitlement		\$6.60		\$5.17

Budgeted standard levy revenue	60,000.00		47,000.00
Add GST	6,000.00		4,700.00
Amount to raise in levies including GST	\$66,000.00		\$51,700.00

**Commercial Schedule****Administrative Fund****Approved  
budget**01/07/2023-30/06/2024  
**Actual****Previous  
budget****Revenue**

142400	Interest -- Other	0.00	7.71	0.00
143000	Levies Due--Admin	33,000.00	17,877.38	15,000.00
145004	Recovery--Utility--Gas	5,600.00	0.00	0.00
<i>Total revenue</i>		38,600.00	17,885.09	15,000.00

**Less expenses**

153200	Admin--Legal & Debt Collection Fees	20,000.00	14,674.29	0.00
163000	Maint Bldg--Cleaning	1,500.00	1,204.55	1,000.00
163004	Maint Bldg--Cleaning--Materials	0.00	0.00	500.00
163005	Maint Bldg--Cleaning--Windows/Glass	1,000.00	0.00	1,000.00
172200	Maint Bldg--Plumbing & Drainage	5,500.00	11,929.17	5,500.00
172202	Maint Bldg--Plumbing--Drains & Sewers	2,000.00	0.00	0.00
190400	Utility--Gas	4,000.00	2,869.95	4,000.00
191000	Utility--Waste Management	3,000.00	1,824.27	3,000.00
<i>Total expenses</i>		37,000.00	32,502.23	15,000.00

**Surplus/Deficit**

		1,600.00	(14,617.14)	0.00
Opening balance		(257.96)	14,359.18	14,359.18
<b>Closing balance</b>		<b>\$1,342.04</b>	<b>-\$257.96</b>	<b>\$14,359.18</b>

Total units of entitlement	2087	2087
Levy contribution per unit entitlement	\$17.39	\$7.91

Budgeted standard levy revenue	33,000.00	15,000.00
Add GST	3,300.00	1,500.00
Amount to raise in levies including GST	<u>\$36,300.00</u>	<u>\$16,500.00</u>

**Residential Schedule****Administrative Fund****Approved  
budget****Actual**  
01/07/2023-30/06/2024**Previous  
budget****Revenue**

142400	Interest -- Other	0.00	30.14	0.00
142500	Interest on Arrears--Admin	0.00	53.88	0.00
143000	Levies Due--Admin	75,000.00	69,058.60	69,000.00
<i>Total revenue</i>		75,000.00	69,142.62	69,000.00

**Less expenses**

161000	Maint Bldg--BBQ Equipment	550.00	0.00	500.00
163000	Maint Bldg--Cleaning	36,000.00	33,347.33	36,000.00
163005	Maint Bldg--Cleaning--Windows/Glass	2,000.00	0.00	2,000.00
167200	Maint Bldg--General Repairs & Maintenance	1,500.00	1,935.00	1,500.00
178400	Maint Grounds--Lawns & Gardening	6,000.00	7,688.32	3,500.00
179202	Maint Grounds--Pool Cleaning	10,000.00	11,455.66	8,000.00
179207	Maint Grounds--Pool Inspection Fee	550.00	550.00	550.00
190400	Utility--Gas	400.00	345.13	500.00
191000	Utility--Waste Management	18,000.00	17,044.23	16,000.00
<i>Total expenses</i>		75,000.00	72,365.67	68,550.00

**Surplus/Deficit**

		0.00	(3,223.05)	450.00
	Opening balance	(1,040.14)	2,182.91	2,182.91

**Closing balance**

		-\$1,040.14	-\$1,040.14	\$2,632.91
Total units of entitlement		7913		7913
Levy contribution per unit entitlement		\$10.43		\$9.59

Budgeted standard levy revenue	75,000.00		69,000.00
Add GST	7,500.00		6,900.00
Amount to raise in levies including GST	\$82,500.00		\$75,900.00



**Residential Schedule****Reserve Fund****Approved  
budget**

01/07/2023-30/06/2024

**Actual****Previous  
budget****Revenue**

242500	Interest on Arrears--Reserve	0.00	26.75	0.00
242600	Interest on Investments--Reserve	0.00	368.63	0.00
243000	Levies Due--Reserve	25,000.00	25,105.49	25,000.00
<i>Total revenue</i>		25,000.00	25,500.87	25,000.00

**Less expenses**

279200	Maint Grounds--Pool Renovation	50,000.00	0.00	0.00
<i>Total expenses</i>		50,000.00	0.00	0.00

**Surplus/Deficit**

		(25,000.00)	25,500.87	25,000.00
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Opening balance

**Closing balance**

		\$27,629.06	\$52,629.06	\$52,128.19
Total units of entitlement		7913		7913
Levy contribution per unit entitlement		\$3.48		\$3.48

Budgeted standard levy revenue		25,000.00		25,000.00
Add GST		2,500.00		2,500.00
Amount to raise in levies including GST		\$27,500.00		\$27,500.00

**Lift Schedule****Administrative Fund****Approved  
budget**

01/07/2023-30/06/2024

**Actual****Previous  
budget****Revenue**

142400	Interest -- Other	0.00	10.78	0.00
142500	Interest on Arrears--Admin	0.00	11.41	0.00
143000	Levies Due--Admin	20,142.18	19,998.50	20,000.00
<i>Total revenue</i>		20,142.18	20,020.69	20,000.00

**Less expenses**

170201	Maint Bldg--Lift--Maintenance Contract	15,000.00	15,943.08	15,000.00
170204	Maint Bldg--Lift--Servicing/Repair	5,000.00	1,250.00	5,000.00
190900	Utility--Telephone--Lift	1,500.00	0.00	1,000.00
<i>Total expenses</i>		21,500.00	17,193.08	21,000.00

**Surplus/Deficit**

		(1,357.82)	2,827.61	(1,000.00)
Opening balance		8,177.91	5,350.30	5,350.30

**Closing balance**

		\$6,820.09	\$8,177.91	\$4,350.30
Total units of entitlement		7913		7913
Levy contribution per unit entitlement		\$2.80		\$2.78

Budgeted standard levy revenue	20,142.18	20,000.00
Add GST	2,014.22	2,000.00
Amount to raise in levies including GST	\$22,156.40	\$22,000.00

**Lift Schedule****Reserve Fund****Approved  
budget****Actual**  
01/07/2023-30/06/2024**Previous  
budget****Revenue**

242500	Interest on Arrears--Reserve	0.00	9.76	0.00
243000	Levies Due--Reserve	8,000.00	8,056.67	8,000.00
<i>Total revenue</i>		8,000.00	8,066.43	8,000.00

**Surplus/Deficit**

Opening balance		24,140.56	16,074.13	16,074.13
<b>Closing balance</b>		<b>\$32,140.56</b>	<b>\$24,140.56</b>	<b>\$24,074.13</b>

Total units of entitlement	7913	7913
Levy contribution per unit entitlement	\$1.11	\$1.11

Budgeted standard levy revenue	8,000.00	8,000.00
Add GST	800.00	800.00
Amount to raise in levies including GST	<u>\$8,800.00</u>	<u>\$8,800.00</u>

# Realmark Strata Pty Ltd Strata West Unit Trust Proposed Budget for Strata Company 77146

238 Oxford Street LEEDERVILLE

Prepared by Realmark Strata Pty Ltd Strata West Unit Trust (ABN 57 751 430 272)

Licensed Real Estate and Business Agent TC RA79820 658 Newcastle Street LEEDERVILLE WA 6007 Ph (08) 9328 0998 Fax (08) 9227 9229

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## Budget Summary (01/07/2024-30/06/2025)

	Proposed	1st Instalment 01/07/2024	2nd Instalment 01/10/2024	3rd Instalment 01/01/2025	4th Instalment 01/04/2025	TOTAL (01/07/2024-30/06/2025)	Next Pre Issue 01/07/2025
Administrative Fund	\$203,500.00	\$51,400.20	\$50,699.80	\$50,699.80	\$50,699.80	\$203,499.60	\$50,699.80
Reserve Fund	\$66,100.00	\$13,300.00	\$17,600.00	\$17,600.00	\$17,600.00	\$66,100.00	\$17,600.00
Contribution Schedule Total	\$269,600.00	\$64,700.20	\$68,299.80	\$68,299.80	\$68,299.80	\$269,599.60	\$68,299.80
Administrative Fund	\$82,500.00	\$19,782.36	\$20,905.82	\$20,905.82	\$20,905.82	\$82,499.82	\$20,969.45
Reserve Fund	\$27,500.00	\$6,172.14	\$7,109.33	\$7,109.33	\$7,109.33	\$27,500.13	\$7,121.70
Residential Total	\$110,000.00	\$25,954.50	\$28,015.15	\$28,015.15	\$28,015.15	\$109,999.95	\$28,091.15
Administrative Fund	\$36,300.00	\$3,860.95	\$10,813.00	\$10,813.00	\$10,813.00	\$36,299.95	\$4,507.90
Reserve Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Commercial Total	\$36,300.00	\$3,860.95	\$10,813.00	\$10,813.00	\$10,813.00	\$36,299.95	\$4,507.90
Administrative Fund	\$22,156.40	\$5,539.28	\$5,538.97	\$5,538.97	\$5,538.97	\$22,156.19	\$5,538.97
Reserve Fund	\$8,800.00	\$2,294.77	\$2,168.38	\$2,168.38	\$2,168.38	\$8,799.91	\$2,168.38
Lift Total	\$30,956.40	\$7,834.05	\$7,707.35	\$7,707.35	\$7,707.35	\$30,956.10	\$7,707.35
<b>Amount to Collect</b>	<b>\$446,856.40</b>	<b>\$102,349.70</b>	<b>\$114,835.30</b>	<b>\$114,835.30</b>	<b>\$114,835.30</b>	<b>\$446,855.60</b>	<b>\$108,606.20</b>

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest \$0.05

**Realmark Strata Pty Ltd Strata West Unit Trust**  
**Proposed Budget for Strata Company 77146**

**238 Oxford Street LEEDERVILLE**

**Prepared by Realmark Strata Pty Ltd Strata West Unit Trust (ABN 57 751 430 272)**

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## Levy Adjustment Summary (01/07/2024-30/06/2025)

### Contribution Schedule

### Aggregate Units of Entitlement (UOE) - 10000

Due Date	Levy Period	Admin	Reserve	Total
01/07/2024	01/07/2024 - 30/09/2024	\$5.14	\$1.33	\$6.47 Pre Issued
01/10/2024	01/10/2024 - 31/12/2024	\$5.07	\$1.76	\$6.83
01/01/2025	01/01/2025 - 31/03/2025	\$5.07	\$1.76	\$6.83
01/04/2025	01/04/2025 - 30/06/2025	\$5.07	\$1.76	\$6.83
<b>Financial Year Total per Units of Entitlement</b>		<b>\$20.35</b>	<b>\$6.61</b>	<b>\$26.96</b>
<b>Financial Year Aggregate</b>		<b>\$203,499.60</b>	<b>\$66,100.00</b>	<b>\$269,599.60</b>
<b>Proposed Budget Amount</b>		<b>\$203,500.00</b>	<b>\$66,100.00</b>	<b>\$269,600.00</b>
01/07/2025	01/07/2025 - 30/09/2025	\$5.07	\$1.76	\$6.83 Pre Issue Next Year
<b>Next Year Pre Issue Aggregate</b>		<b>\$50,699.80</b>	<b>\$17,600.00</b>	<b>\$68,299.80</b>

### Residential

### Aggregate Units of Entitlement (UOE) - 7913

Due Date	Levy Period	Admin	Reserve	Total
01/07/2024	01/07/2024 - 30/09/2024	\$2.50	\$0.78	\$3.28 Pre Issued
01/10/2024	01/10/2024 - 31/12/2024	\$2.64	\$0.90	\$3.54
01/01/2025	01/01/2025 - 31/03/2025	\$2.64	\$0.90	\$3.54
01/04/2025	01/04/2025 - 30/06/2025	\$2.64	\$0.90	\$3.54
<b>Financial Year Total per Units of Entitlement</b>		<b>\$10.43</b>	<b>\$3.48</b>	<b>\$13.90</b>
<b>Financial Year Aggregate</b>		<b>\$82,499.82</b>	<b>\$27,500.13</b>	<b>\$109,999.95</b>
<b>Proposed Budget Amount</b>		<b>\$82,500.00</b>	<b>\$27,500.00</b>	<b>\$110,000.00</b>
01/07/2025	01/07/2025 - 30/09/2025	\$2.65	\$0.90	\$3.55 Pre Issue Next Year
<b>Next Year Pre Issue Aggregate</b>		<b>\$20,969.45</b>	<b>\$7,121.70</b>	<b>\$28,091.15</b>

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest \$0.05

**Realmark Strata Pty Ltd Strata West Unit Trust**  
**Proposed Budget for Strata Company 77146**

**238 Oxford Street LEEDERVILLE**

**Prepared by Realmark Strata Pty Ltd Strata West Unit Trust (ABN 57 751 430 272)**

Licensed Real Estate and Business Agent TC RA79820 658 Newcastle Street LEEDERVILLE WA 6007 Ph (08) 9328 0998 Fax (08) 9227 9229

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## Levy Adjustment Summary (01/07/2024-30/06/2025)

Commercial			Aggregate Units of Entitlement (UOE) - 2087		
Due Date	Levy Period	Admin	Reserve	Total	
01/07/2024	01/07/2024 - 30/09/2024	\$1.85	\$0.00	\$1.85	Pre Issued
01/10/2024	01/10/2024 - 31/12/2024	\$5.18	\$0.00	\$5.18	
01/01/2025	01/01/2025 - 31/03/2025	\$5.18	\$0.00	\$5.18	
01/04/2025	01/04/2025 - 30/06/2025	\$5.18	\$0.00	\$5.18	
<b>Financial Year Total per Units of Entitlement</b>		<b>\$17.39</b>	<b>\$0.00</b>	<b>\$17.39</b>	
<b>Financial Year Aggregate</b>		<b>\$36,299.95</b>	<b>\$0.00</b>	<b>\$36,299.95</b>	
<b>Proposed Budget Amount</b>		<b>\$36,300.00</b>	<b>\$0.00</b>	<b>\$36,300.00</b>	
01/07/2025	01/07/2025 - 30/09/2025	\$2.16	\$0.00	\$2.16	Pre Issue Next Year
<b>Next Year Pre Issue Aggregate</b>		<b>\$4,507.90</b>	<b>\$0.00</b>	<b>\$4,507.90</b>	

Lift			Aggregate Units of Entitlement (UOE) - 7913		
Due Date	Levy Period	Admin	Reserve	Total	
01/07/2024	01/07/2024 - 30/09/2024	\$0.70	\$0.29	\$0.99	Pre Issued
01/10/2024	01/10/2024 - 31/12/2024	\$0.70	\$0.27	\$0.97	
01/01/2025	01/01/2025 - 31/03/2025	\$0.70	\$0.27	\$0.97	
01/04/2025	01/04/2025 - 30/06/2025	\$0.70	\$0.27	\$0.97	
<b>Financial Year Total per Units of Entitlement</b>		<b>\$2.80</b>	<b>\$1.11</b>	<b>\$3.91</b>	
<b>Financial Year Aggregate</b>		<b>\$22,156.19</b>	<b>\$8,799.91</b>	<b>\$30,956.10</b>	
<b>Proposed Budget Amount</b>		<b>\$22,156.40</b>	<b>\$8,800.00</b>	<b>\$30,956.40</b>	
01/07/2025	01/07/2025 - 30/09/2025	\$0.70	\$0.27	\$0.97	Pre Issue Next Year
<b>Next Year Pre Issue Aggregate</b>		<b>\$5,538.97</b>	<b>\$2,168.38</b>	<b>\$7,707.35</b>	

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest \$0.05



# Realmark Strata Pty Ltd Strata West Unit Trust

## Proposed Budget for Strata Company 77146

238 Oxford Street LEEDERVILLE

Prepared by Realmark Strata Pty Ltd Strata West Unit Trust (ABN 57 751 430 272)

Licensed Real Estate and Business Agent TC RA79820 658 Newcastle Street LEEDERVILLE WA 6007 Ph (08) 9328 0998 Fax (08) 9227 9229

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### Owner Summary (01/07/2024-30/06/2025) - Contribution Schedule

UOE	Lot(s)	1st Instalment 01/07/2024	2nd Instalment 01/10/2024	3rd Instalment 01/01/2025	4th Instalment 01/04/2025	TOTAL (01/07/2024-30/06/2025)	Next Pre Issue 01/07/2025
362	2						
	Admin	\$1,860.69	\$1,835.33	\$1,835.33	\$1,835.33	\$7,366.68	\$1,835.33
	Reserve	\$481.46	\$637.12	\$637.12	\$637.12	\$2,392.82	\$637.12
	<b>Owner Total</b>	<b>\$2,342.15</b>	<b>\$2,472.45</b>	<b>\$2,472.45</b>	<b>\$2,472.45</b>	<b>\$9,759.50</b>	<b>\$2,472.45</b>
434	3						
	Admin	\$2,230.78	\$2,200.36	\$2,200.36	\$2,200.36	\$8,831.86	\$2,200.36
	Reserve	\$577.22	\$763.84	\$763.84	\$763.84	\$2,868.74	\$763.84
	<b>Owner Total</b>	<b>\$2,808.00</b>	<b>\$2,964.20</b>	<b>\$2,964.20</b>	<b>\$2,964.20</b>	<b>\$11,700.60</b>	<b>\$2,964.20</b>
144	4						
	Admin	\$740.18	\$730.06	\$730.06	\$730.06	\$2,930.36	\$730.06
	Reserve	\$191.52	\$253.44	\$253.44	\$253.44	\$951.84	\$253.44
	<b>Owner Total</b>	<b>\$931.70</b>	<b>\$983.50</b>	<b>\$983.50</b>	<b>\$983.50</b>	<b>\$3,882.20</b>	<b>\$983.50</b>
338	5						
	Admin	\$1,737.31	\$1,713.67	\$1,713.67	\$1,713.67	\$6,878.32	\$1,713.67
	Reserve	\$449.54	\$594.88	\$594.88	\$594.88	\$2,234.18	\$594.88
	<b>Owner Total</b>	<b>\$2,186.85</b>	<b>\$2,308.55</b>	<b>\$2,308.55</b>	<b>\$2,308.55</b>	<b>\$9,112.50</b>	<b>\$2,308.55</b>
410	6						
	Admin	\$2,107.40	\$2,078.70	\$2,078.70	\$2,078.70	\$8,343.50	\$2,078.70
	Reserve	\$545.30	\$721.60	\$721.60	\$721.60	\$2,710.10	\$721.60
	<b>Owner Total</b>	<b>\$2,652.70</b>	<b>\$2,800.30</b>	<b>\$2,800.30</b>	<b>\$2,800.30</b>	<b>\$11,053.60</b>	<b>\$2,800.30</b>
108	7, 39, 42						
	Admin	\$555.11	\$547.57	\$547.57	\$547.57	\$2,197.82	\$547.57
	Reserve	\$143.64	\$190.08	\$190.08	\$190.08	\$713.88	\$190.08
	<b>Owner Total</b>	<b>\$698.75</b>	<b>\$737.65</b>	<b>\$737.65</b>	<b>\$737.65</b>	<b>\$2,911.70</b>	<b>\$737.65</b>

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest \$0.05

# Realmark Strata Pty Ltd Strata West Unit Trust Proposed Budget for Strata Company 77146

238 Oxford Street LEEDERVILLE

Prepared by Realmark Strata Pty Ltd Strata West Unit Trust (ABN 57 751 430 272)

Licensed Real Estate and Business Agent TC RA79820 658 Newcastle Street LEEDERVILLE WA 6007 Ph (08) 9328 0998 Fax (08) 9227 9229

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## Owner Summary (01/07/2024-30/06/2025) - Contribution Schedule

UOE	Lot(s)	1st Instalment 01/07/2024	2nd Instalment 01/10/2024	3rd Instalment 01/01/2025	4th Instalment 01/04/2025	TOTAL (01/07/2024-30/06/2025)	Next Pre Issue 01/07/2025
110	8						
	Admin	\$565.40	\$557.70	\$557.70	\$557.70	\$2,238.50	\$557.70
	Reserve	\$146.30	\$193.60	\$193.60	\$193.60	\$727.10	\$193.60
	<b>Owner Total</b>	<b>\$711.70</b>	<b>\$751.30</b>	<b>\$751.30</b>	<b>\$751.30</b>	<b>\$2,965.60</b>	<b>\$751.30</b>
142	9, 10, 19, 32, 37, 40, 41						
	Admin	\$729.89	\$719.93	\$719.93	\$719.93	\$2,889.68	\$719.93
	Reserve	\$188.86	\$249.92	\$249.92	\$249.92	\$938.62	\$249.92
	<b>Owner Total</b>	<b>\$918.75</b>	<b>\$969.85</b>	<b>\$969.85</b>	<b>\$969.85</b>	<b>\$3,828.30</b>	<b>\$969.85</b>
215	11						
	Admin	\$1,105.10	\$1,090.05	\$1,090.05	\$1,090.05	\$4,375.25	\$1,090.05
	Reserve	\$285.95	\$378.40	\$378.40	\$378.40	\$1,421.15	\$378.40
	<b>Owner Total</b>	<b>\$1,391.05</b>	<b>\$1,468.45</b>	<b>\$1,468.45</b>	<b>\$1,468.45</b>	<b>\$5,796.40</b>	<b>\$1,468.45</b>
140	12, 34, 35						
	Admin	\$719.60	\$709.80	\$709.80	\$709.80	\$2,849.00	\$709.80
	Reserve	\$186.20	\$246.40	\$246.40	\$246.40	\$925.40	\$246.40
	<b>Owner Total</b>	<b>\$905.80</b>	<b>\$956.20</b>	<b>\$956.20</b>	<b>\$956.20</b>	<b>\$3,774.40</b>	<b>\$956.20</b>
128	13						
	Admin	\$657.91	\$648.97	\$648.97	\$648.97	\$2,604.82	\$648.97
	Reserve	\$170.24	\$225.28	\$225.28	\$225.28	\$846.08	\$225.28
	<b>Owner Total</b>	<b>\$828.15</b>	<b>\$874.25</b>	<b>\$874.25</b>	<b>\$874.25</b>	<b>\$3,450.90</b>	<b>\$874.25</b>
195	14						
	Admin	\$1,002.30	\$988.65	\$988.65	\$988.65	\$3,968.25	\$988.65
	Reserve	\$259.35	\$343.20	\$343.20	\$343.20	\$1,288.95	\$343.20
	<b>Owner Total</b>	<b>\$1,261.65</b>	<b>\$1,331.85</b>	<b>\$1,331.85</b>	<b>\$1,331.85</b>	<b>\$5,257.20</b>	<b>\$1,331.85</b>

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# Realmark Strata Pty Ltd Strata West Unit Trust

## Proposed Budget for Strata Company 77146

238 Oxford Street LEEDERVILLE

Prepared by Realmark Strata Pty Ltd Strata West Unit Trust (ABN 57 751 430 272)

Licensed Real Estate and Business Agent TC RA79820 658 Newcastle Street LEEDERVILLE WA 6007 Ph (08) 9328 0998 Fax (08) 9227 9229

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### Owner Summary (01/07/2024-30/06/2025) - Contribution Schedule

UOE	Lot(s)		1st Instalment 01/07/2024	2nd Instalment 01/10/2024	3rd Instalment 01/01/2025	4th Instalment 01/04/2025	TOTAL (01/07/2024-30/06/2025)	Next Pre Issue 01/07/2025
133	15, 16							
		Admin	\$683.61	\$674.32	\$674.32	\$674.32	\$2,706.57	\$674.32
		Reserve	\$176.89	\$234.08	\$234.08	\$234.08	\$879.13	\$234.08
		<b>Owner Total</b>	<b>\$860.50</b>	<b>\$908.40</b>	<b>\$908.40</b>	<b>\$908.40</b>	<b>\$3,585.70</b>	<b>\$908.40</b>
99	17							
		Admin	\$508.88	\$501.91	\$501.91	\$501.91	\$2,014.61	\$501.91
		Reserve	\$131.67	\$174.24	\$174.24	\$174.24	\$654.39	\$174.24
		<b>Owner Total</b>	<b>\$640.55</b>	<b>\$676.15</b>	<b>\$676.15</b>	<b>\$676.15</b>	<b>\$2,669.00</b>	<b>\$676.15</b>
96	18							
		Admin	\$493.42	\$486.74	\$486.74	\$486.74	\$1,953.64	\$486.74
		Reserve	\$127.68	\$168.96	\$168.96	\$168.96	\$634.56	\$168.96
		<b>Owner Total</b>	<b>\$621.10</b>	<b>\$655.70</b>	<b>\$655.70</b>	<b>\$655.70</b>	<b>\$2,588.20</b>	<b>\$655.70</b>
98	20							
		Admin	\$503.71	\$496.87	\$496.87	\$496.87	\$1,994.32	\$496.87
		Reserve	\$130.34	\$172.48	\$172.48	\$172.48	\$647.78	\$172.48
		<b>Owner Total</b>	<b>\$634.05</b>	<b>\$669.35</b>	<b>\$669.35</b>	<b>\$669.35</b>	<b>\$2,642.10</b>	<b>\$669.35</b>
105	21							
		Admin	\$539.70	\$532.35	\$532.35	\$532.35	\$2,136.75	\$532.35
		Reserve	\$139.65	\$184.80	\$184.80	\$184.80	\$694.05	\$184.80
		<b>Owner Total</b>	<b>\$679.35</b>	<b>\$717.15</b>	<b>\$717.15</b>	<b>\$717.15</b>	<b>\$2,830.80</b>	<b>\$717.15</b>
135	22, 23							
		Admin	\$693.90	\$684.45	\$684.45	\$684.45	\$2,747.25	\$684.45
		Reserve	\$179.55	\$237.60	\$237.60	\$237.60	\$892.35	\$237.60
		<b>Owner Total</b>	<b>\$873.45</b>	<b>\$922.05</b>	<b>\$922.05</b>	<b>\$922.05</b>	<b>\$3,639.60</b>	<b>\$922.05</b>

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# Realmark Strata Pty Ltd Strata West Unit Trust

## Proposed Budget for Strata Company 77146

238 Oxford Street LEEDERVILLE

Prepared by Realmark Strata Pty Ltd Strata West Unit Trust (ABN 57 751 430 272)

Licensed Real Estate and Business Agent TC RA79820 658 Newcastle Street LEEDERVILLE WA 6007 Ph (08) 9328 0998 Fax (08) 9227 9229

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### Owner Summary (01/07/2024-30/06/2025) - Contribution Schedule

UOE	Lot(s)	1st Instalment 01/07/2024	2nd Instalment 01/10/2024	3rd Instalment 01/01/2025	4th Instalment 01/04/2025	TOTAL (01/07/2024-30/06/2025)	Next Pre Issue 01/07/2025
208	24						
	Admin	\$1,069.11	\$1,054.57	\$1,054.57	\$1,054.57	\$4,232.82	\$1,054.57
	Reserve	\$276.64	\$366.08	\$366.08	\$366.08	\$1,374.88	\$366.08
	<b>Owner Total</b>	<b>\$1,345.75</b>	<b>\$1,420.65</b>	<b>\$1,420.65</b>	<b>\$1,420.65</b>	<b>\$5,607.70</b>	<b>\$1,420.65</b>
137	25, 26, 28, 29, 31						
	Admin	\$704.19	\$694.58	\$694.58	\$694.58	\$2,787.93	\$694.58
	Reserve	\$182.21	\$241.12	\$241.12	\$241.12	\$905.57	\$241.12
	<b>Owner Total</b>	<b>\$886.40</b>	<b>\$935.70</b>	<b>\$935.70</b>	<b>\$935.70</b>	<b>\$3,693.50</b>	<b>\$935.70</b>
209	27, 30						
	Admin	\$1,074.28	\$1,059.61	\$1,059.61	\$1,059.61	\$4,253.11	\$1,059.61
	Reserve	\$277.97	\$367.84	\$367.84	\$367.84	\$1,381.49	\$367.84
	<b>Owner Total</b>	<b>\$1,352.25</b>	<b>\$1,427.45</b>	<b>\$1,427.45</b>	<b>\$1,427.45</b>	<b>\$5,634.60</b>	<b>\$1,427.45</b>
212	33, 36						
	Admin	\$1,089.69	\$1,074.83	\$1,074.83	\$1,074.83	\$4,314.18	\$1,074.83
	Reserve	\$281.96	\$373.12	\$373.12	\$373.12	\$1,401.32	\$373.12
	<b>Owner Total</b>	<b>\$1,371.65</b>	<b>\$1,447.95</b>	<b>\$1,447.95</b>	<b>\$1,447.95</b>	<b>\$5,715.50</b>	<b>\$1,447.95</b>
207	38, 43						
	Admin	\$1,063.99	\$1,049.48	\$1,049.48	\$1,049.48	\$4,212.43	\$1,049.48
	Reserve	\$275.31	\$364.32	\$364.32	\$364.32	\$1,368.27	\$364.32
	<b>Owner Total</b>	<b>\$1,339.30</b>	<b>\$1,413.80</b>	<b>\$1,413.80</b>	<b>\$1,413.80</b>	<b>\$5,580.70</b>	<b>\$1,413.80</b>
154	44, 49						
	Admin	\$791.58	\$780.76	\$780.76	\$780.76	\$3,133.86	\$780.76
	Reserve	\$204.82	\$271.04	\$271.04	\$271.04	\$1,017.94	\$271.04
	<b>Owner Total</b>	<b>\$996.40</b>	<b>\$1,051.80</b>	<b>\$1,051.80</b>	<b>\$1,051.80</b>	<b>\$4,151.80</b>	<b>\$1,051.80</b>

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# Realmark Strata Pty Ltd Strata West Unit Trust

## Proposed Budget for Strata Company 77146

238 Oxford Street LEEDERVILLE

Prepared by Realmark Strata Pty Ltd Strata West Unit Trust (ABN 57 751 430 272)

Licensed Real Estate and Business Agent TC RA79820 658 Newcastle Street LEEDERVILLE WA 6007 Ph (08) 9328 0998 Fax (08) 9227 9229

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### Owner Summary (01/07/2024-30/06/2025) - Contribution Schedule

UOE	Lot(s)		1st Instalment 01/07/2024	2nd Instalment 01/10/2024	3rd Instalment 01/01/2025	4th Instalment 01/04/2025	TOTAL (01/07/2024-30/06/2025)	Next Pre Issue 01/07/2025
262	45, 48							
		Admin	\$1,346.69	\$1,328.33	\$1,328.33	\$1,328.33	\$5,331.68	\$1,328.33
		Reserve	\$348.46	\$461.12	\$461.12	\$461.12	\$1,731.82	\$461.12
		<b>Owner Total</b>	<b>\$1,695.15</b>	<b>\$1,789.45</b>	<b>\$1,789.45</b>	<b>\$1,789.45</b>	<b>\$7,063.50</b>	<b>\$1,789.45</b>
240	46, 47							
		Admin	\$1,233.60	\$1,216.80	\$1,216.80	\$1,216.80	\$4,884.00	\$1,216.80
		Reserve	\$319.20	\$422.40	\$422.40	\$422.40	\$1,586.40	\$422.40
		<b>Owner Total</b>	<b>\$1,552.80</b>	<b>\$1,639.20</b>	<b>\$1,639.20</b>	<b>\$1,639.20</b>	<b>\$6,470.40</b>	<b>\$1,639.20</b>
308	50							
		Admin	\$1,583.11	\$1,561.57	\$1,561.57	\$1,561.57	\$6,267.82	\$1,561.57
		Reserve	\$409.64	\$542.08	\$542.08	\$542.08	\$2,035.88	\$542.08
		<b>Owner Total</b>	<b>\$1,992.75</b>	<b>\$2,103.65</b>	<b>\$2,103.65</b>	<b>\$2,103.65</b>	<b>\$8,303.70</b>	<b>\$2,103.65</b>
252	51							
		Admin	\$1,295.29	\$1,277.63	\$1,277.63	\$1,277.63	\$5,128.18	\$1,277.63
		Reserve	\$335.16	\$443.52	\$443.52	\$443.52	\$1,665.72	\$443.52
		<b>Owner Total</b>	<b>\$1,630.45</b>	<b>\$1,721.15</b>	<b>\$1,721.15</b>	<b>\$1,721.15</b>	<b>\$6,793.90</b>	<b>\$1,721.15</b>
316	52							
		Admin	\$1,624.22	\$1,602.14	\$1,602.14	\$1,602.14	\$6,430.64	\$1,602.14
		Reserve	\$420.28	\$556.16	\$556.16	\$556.16	\$2,088.76	\$556.16
		<b>Owner Total</b>	<b>\$2,044.50</b>	<b>\$2,158.30</b>	<b>\$2,158.30</b>	<b>\$2,158.30</b>	<b>\$8,519.40</b>	<b>\$2,158.30</b>
256	53							
		Admin	\$1,315.82	\$1,297.94	\$1,297.94	\$1,297.94	\$5,209.64	\$1,297.94
		Reserve	\$340.48	\$450.56	\$450.56	\$450.56	\$1,692.16	\$450.56
		<b>Owner Total</b>	<b>\$1,656.30</b>	<b>\$1,748.50</b>	<b>\$1,748.50</b>	<b>\$1,748.50</b>	<b>\$6,901.80</b>	<b>\$1,748.50</b>

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**Realmark Strata Pty Ltd Strata West Unit Trust**  
**Proposed Budget for Strata Company 77146**

**238 Oxford Street LEEDERVILLE**

**Prepared by Realmark Strata Pty Ltd Strata West Unit Trust (ABN 57 751 430 272)**

Licensed Real Estate and Business Agent TC RA79820 658 Newcastle Street LEEDERVILLE WA 6007 Ph (08) 9328 0998 Fax (08) 9227 9229

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**Owner Summary (01/07/2024-30/06/2025) - Contribution Schedule**

UOE	Lot(s)	1st Instalment 01/07/2024	2nd Instalment 01/10/2024	3rd Instalment 01/01/2025	4th Instalment 01/04/2025	TOTAL (01/07/2024-30/06/2025)	Next Pre Issue 01/07/2025
247	57						
	Admin	\$1,269.59	\$1,252.28	\$1,252.28	\$1,252.28	\$5,026.43	\$1,252.28
	Reserve	\$328.51	\$434.72	\$434.72	\$434.72	\$1,632.67	\$434.72
	<b>Owner Total</b>	<b>\$1,598.10</b>	<b>\$1,687.00</b>	<b>\$1,687.00</b>	<b>\$1,687.00</b>	<b>\$6,659.10</b>	<b>\$1,687.00</b>
152	58						
	Admin	\$781.29	\$770.63	\$770.63	\$770.63	\$3,093.18	\$770.63
	Reserve	\$202.16	\$267.52	\$267.52	\$267.52	\$1,004.72	\$267.52
	<b>Owner Total</b>	<b>\$983.45</b>	<b>\$1,038.15</b>	<b>\$1,038.15</b>	<b>\$1,038.15</b>	<b>\$4,097.90</b>	<b>\$1,038.15</b>

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# Realmark Strata Pty Ltd Strata West Unit Trust

## Proposed Budget for Strata Company 77146

238 Oxford Street LEEDERVILLE

Prepared by Realmark Strata Pty Ltd Strata West Unit Trust (ABN 57 751 430 272)

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### Owner Summary (01/07/2024-30/06/2025) - Residential

UOE	Lot(s)		1st Instalment 01/07/2024	2nd Instalment 01/10/2024	3rd Instalment 01/01/2025	4th Instalment 01/04/2025	TOTAL (01/07/2024-30/06/2025)	Next Pre Issue 01/07/2025
108	7, 39, 42							
		Admin	\$270.01	\$285.32	\$285.32	\$285.32	\$1,125.97	\$286.20
		Reserve	\$84.24	\$97.03	\$97.03	\$97.03	\$375.33	\$97.20
		<b>Owner Total</b>	<b>\$354.25</b>	<b>\$382.35</b>	<b>\$382.35</b>	<b>\$382.35</b>	<b>\$1,501.30</b>	<b>\$383.40</b>
110	8							
		Admin	\$275.00	\$290.62	\$290.62	\$290.62	\$1,146.86	\$291.50
		Reserve	\$85.80	\$98.83	\$98.83	\$98.83	\$382.29	\$99.00
		<b>Owner Total</b>	<b>\$360.80</b>	<b>\$389.45</b>	<b>\$389.45</b>	<b>\$389.45</b>	<b>\$1,529.15</b>	<b>\$390.50</b>
142	9, 10, 19, 32, 37, 40, 41							
		Admin	\$354.99	\$375.17	\$375.17	\$375.17	\$1,480.50	\$376.30
		Reserve	\$110.76	\$127.58	\$127.58	\$127.58	\$493.50	\$127.80
		<b>Owner Total</b>	<b>\$465.75</b>	<b>\$502.75</b>	<b>\$502.75</b>	<b>\$502.75</b>	<b>\$1,974.00</b>	<b>\$504.10</b>
215	11							
		Admin	\$537.50	\$568.04	\$568.04	\$568.04	\$2,241.62	\$569.75
		Reserve	\$167.70	\$193.16	\$193.16	\$193.16	\$747.18	\$193.50
		<b>Owner Total</b>	<b>\$705.20</b>	<b>\$761.20</b>	<b>\$761.20</b>	<b>\$761.20</b>	<b>\$2,988.80</b>	<b>\$763.25</b>
140	12, 34, 35							
		Admin	\$350.00	\$369.87	\$369.87	\$369.87	\$1,459.61	\$371.00
		Reserve	\$109.20	\$125.78	\$125.78	\$125.78	\$486.54	\$126.00
		<b>Owner Total</b>	<b>\$459.20</b>	<b>\$495.65</b>	<b>\$495.65</b>	<b>\$495.65</b>	<b>\$1,946.15</b>	<b>\$497.00</b>
128	13							
		Admin	\$320.01	\$338.15	\$338.15	\$338.15	\$1,334.46	\$339.20
		Reserve	\$99.84	\$115.00	\$115.00	\$115.00	\$444.84	\$115.20
		<b>Owner Total</b>	<b>\$419.85</b>	<b>\$453.15</b>	<b>\$453.15</b>	<b>\$453.15</b>	<b>\$1,779.30</b>	<b>\$454.40</b>

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# Realmark Strata Pty Ltd Strata West Unit Trust

## Proposed Budget for Strata Company 77146

238 Oxford Street LEEDERVILLE

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### Owner Summary (01/07/2024-30/06/2025) - Residential

UOE	Lot(s)		1st Instalment 01/07/2024	2nd Instalment 01/10/2024	3rd Instalment 01/01/2025	4th Instalment 01/04/2025	TOTAL (01/07/2024-30/06/2025)	Next Pre Issue 01/07/2025
195	14							
		Admin	\$487.50	\$515.16	\$515.16	\$515.16	\$2,032.98	\$516.75
		Reserve	\$152.10	\$175.19	\$175.19	\$175.19	\$677.67	\$175.50
		<b>Owner Total</b>	<b>\$639.60</b>	<b>\$690.35</b>	<b>\$690.35</b>	<b>\$690.35</b>	<b>\$2,710.65</b>	<b>\$692.25</b>
133	15, 16							
		Admin	\$332.51	\$351.36	\$351.36	\$351.36	\$1,386.59	\$352.45
		Reserve	\$103.74	\$119.49	\$119.49	\$119.49	\$462.21	\$119.70
		<b>Owner Total</b>	<b>\$436.25</b>	<b>\$470.85</b>	<b>\$470.85</b>	<b>\$470.85</b>	<b>\$1,848.80</b>	<b>\$472.15</b>
99	17							
		Admin	\$247.48	\$261.56	\$261.56	\$261.56	\$1,032.16	\$262.35
		Reserve	\$77.22	\$88.94	\$88.94	\$88.94	\$344.04	\$89.10
		<b>Owner Total</b>	<b>\$324.70</b>	<b>\$350.50</b>	<b>\$350.50</b>	<b>\$350.50</b>	<b>\$1,376.20</b>	<b>\$351.45</b>
96	18							
		Admin	\$240.02	\$253.65	\$253.65	\$253.65	\$1,000.97	\$254.40
		Reserve	\$74.88	\$86.25	\$86.25	\$86.25	\$333.63	\$86.40
		<b>Owner Total</b>	<b>\$314.90</b>	<b>\$339.90</b>	<b>\$339.90</b>	<b>\$339.90</b>	<b>\$1,334.60</b>	<b>\$340.80</b>
98	20							
		Admin	\$245.01	\$258.90	\$258.90	\$258.90	\$1,021.71	\$259.70
		Reserve	\$76.44	\$88.05	\$88.05	\$88.05	\$340.59	\$88.20
		<b>Owner Total</b>	<b>\$321.45</b>	<b>\$346.95</b>	<b>\$346.95</b>	<b>\$346.95</b>	<b>\$1,362.30</b>	<b>\$347.90</b>
105	21							
		Admin	\$262.50	\$277.41	\$277.41	\$277.41	\$1,094.73	\$278.25
		Reserve	\$81.90	\$94.34	\$94.34	\$94.34	\$364.92	\$94.50
		<b>Owner Total</b>	<b>\$344.40</b>	<b>\$371.75</b>	<b>\$371.75</b>	<b>\$371.75</b>	<b>\$1,459.65</b>	<b>\$372.75</b>

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest \$0.05

# Realmark Strata Pty Ltd Strata West Unit Trust Proposed Budget for Strata Company 77146

238 Oxford Street LEEDERVILLE

Prepared by Realmark Strata Pty Ltd Strata West Unit Trust (ABN 57 751 430 272)

Licensed Real Estate and Business Agent TC RA79820 658 Newcastle Street LEEDERVILLE WA 6007 Ph (08) 9328 0998 Fax (08) 9227 9229

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## Owner Summary (01/07/2024-30/06/2025) - Residential

UOE	Lot(s)		1st Instalment 01/07/2024	2nd Instalment 01/10/2024	3rd Instalment 01/01/2025	4th Instalment 01/04/2025	TOTAL (01/07/2024-30/06/2025)	Next Pre Issue 01/07/2025
135	22, 23							
		Admin	\$337.50	\$356.66	\$356.66	\$356.66	\$1,407.48	\$357.75
		Reserve	\$105.30	\$121.29	\$121.29	\$121.29	\$469.17	\$121.50
		<b>Owner Total</b>	<b>\$442.80</b>	<b>\$477.95</b>	<b>\$477.95</b>	<b>\$477.95</b>	<b>\$1,876.65</b>	<b>\$479.25</b>
208	24							
		Admin	\$520.01	\$549.53	\$549.53	\$549.53	\$2,168.60	\$551.20
		Reserve	\$162.24	\$186.87	\$186.87	\$186.87	\$722.85	\$187.20
		<b>Owner Total</b>	<b>\$682.25</b>	<b>\$736.40</b>	<b>\$736.40</b>	<b>\$736.40</b>	<b>\$2,891.45</b>	<b>\$738.40</b>
137	25, 26, 28, 29, 31							
		Admin	\$342.49	\$361.96	\$361.96	\$361.96	\$1,428.37	\$363.05
		Reserve	\$106.86	\$123.09	\$123.09	\$123.09	\$476.13	\$123.30
		<b>Owner Total</b>	<b>\$449.35</b>	<b>\$485.05</b>	<b>\$485.05</b>	<b>\$485.05</b>	<b>\$1,904.50</b>	<b>\$486.35</b>
209	27, 30							
		Admin	\$522.48	\$552.18	\$552.18	\$552.18	\$2,179.02	\$553.85
		Reserve	\$163.02	\$187.77	\$187.77	\$187.77	\$726.33	\$188.10
		<b>Owner Total</b>	<b>\$685.50</b>	<b>\$739.95</b>	<b>\$739.95</b>	<b>\$739.95</b>	<b>\$2,905.35</b>	<b>\$741.95</b>
212	33, 36							
		Admin	\$529.99	\$560.08	\$560.08	\$560.08	\$2,210.23	\$561.80
		Reserve	\$165.36	\$190.47	\$190.47	\$190.47	\$736.77	\$190.80
		<b>Owner Total</b>	<b>\$695.35</b>	<b>\$750.55</b>	<b>\$750.55</b>	<b>\$750.55</b>	<b>\$2,947.00</b>	<b>\$752.60</b>
207	38, 43							
		Admin	\$517.49	\$546.87	\$546.87	\$546.87	\$2,158.10	\$548.55
		Reserve	\$161.46	\$185.98	\$185.98	\$185.98	\$719.40	\$186.30
		<b>Owner Total</b>	<b>\$678.95</b>	<b>\$732.85</b>	<b>\$732.85</b>	<b>\$732.85</b>	<b>\$2,877.50</b>	<b>\$734.85</b>

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# Realmark Strata Pty Ltd Strata West Unit Trust

## Proposed Budget for Strata Company 77146

238 Oxford Street LEEDERVILLE

Prepared by Realmark Strata Pty Ltd Strata West Unit Trust (ABN 57 751 430 272)

Licensed Real Estate and Business Agent TC RA79820 658 Newcastle Street LEEDERVILLE WA 6007 Ph (08) 9328 0998 Fax (08) 9227 9229

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### Owner Summary (01/07/2024-30/06/2025) - Residential

UOE	Lot(s)		1st Instalment 01/07/2024	2nd Instalment 01/10/2024	3rd Instalment 01/01/2025	4th Instalment 01/04/2025	TOTAL (01/07/2024-30/06/2025)	Next Pre Issue 01/07/2025
154	44, 49							
		Admin	\$384.98	\$406.84	\$406.84	\$406.84	\$1,605.50	\$408.10
		Reserve	\$120.12	\$138.36	\$138.36	\$138.36	\$535.20	\$138.60
		<b>Owner Total</b>	<b>\$505.10</b>	<b>\$545.20</b>	<b>\$545.20</b>	<b>\$545.20</b>	<b>\$2,140.70</b>	<b>\$546.70</b>
262	45, 48							
		Admin	\$654.99	\$692.21	\$692.21	\$692.21	\$2,731.62	\$694.30
		Reserve	\$204.36	\$235.39	\$235.39	\$235.39	\$910.53	\$235.80
		<b>Owner Total</b>	<b>\$859.35</b>	<b>\$927.60</b>	<b>\$927.60</b>	<b>\$927.60</b>	<b>\$3,642.15</b>	<b>\$930.10</b>
240	46, 47							
		Admin	\$600.00	\$634.08	\$634.08	\$634.08	\$2,502.24	\$636.00
		Reserve	\$187.20	\$215.62	\$215.62	\$215.62	\$834.06	\$216.00
		<b>Owner Total</b>	<b>\$787.20</b>	<b>\$849.70</b>	<b>\$849.70</b>	<b>\$849.70</b>	<b>\$3,336.30</b>	<b>\$852.00</b>
308	50							
		Admin	\$770.01	\$813.73	\$813.73	\$813.73	\$3,211.20	\$816.20
		Reserve	\$240.24	\$276.72	\$276.72	\$276.72	\$1,070.40	\$277.20
		<b>Owner Total</b>	<b>\$1,010.25</b>	<b>\$1,090.45</b>	<b>\$1,090.45</b>	<b>\$1,090.45</b>	<b>\$4,281.60</b>	<b>\$1,093.40</b>
252	51							
		Admin	\$629.99	\$665.75	\$665.75	\$665.75	\$2,627.24	\$667.80
		Reserve	\$196.56	\$226.40	\$226.40	\$226.40	\$875.76	\$226.80
		<b>Owner Total</b>	<b>\$826.55</b>	<b>\$892.15</b>	<b>\$892.15</b>	<b>\$892.15</b>	<b>\$3,503.00</b>	<b>\$894.60</b>
316	52							
		Admin	\$790.02	\$834.85	\$834.85	\$834.85	\$3,294.57	\$837.40
		Reserve	\$246.48	\$283.90	\$283.90	\$283.90	\$1,098.18	\$284.40
		<b>Owner Total</b>	<b>\$1,036.50</b>	<b>\$1,118.75</b>	<b>\$1,118.75</b>	<b>\$1,118.75</b>	<b>\$4,392.75</b>	<b>\$1,121.80</b>

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**Realmark Strata Pty Ltd Strata West Unit Trust**  
**Proposed Budget for Strata Company 77146**

**238 Oxford Street LEEDERVILLE**

**Prepared by Realmark Strata Pty Ltd Strata West Unit Trust (ABN 57 751 430 272)**

Licensed Real Estate and Business Agent TC RA79820 658 Newcastle Street LEEDERVILLE WA 6007 Ph (08) 9328 0998 Fax (08) 9227 9229

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**Owner Summary (01/07/2024-30/06/2025) - Residential**

UOE	Lot(s)	1st Instalment 01/07/2024	2nd Instalment 01/10/2024	3rd Instalment 01/01/2025	4th Instalment 01/04/2025	TOTAL (01/07/2024-30/06/2025)	Next Pre Issue 01/07/2025
256	53						
	Admin	\$640.02	\$676.35	\$676.35	\$676.35	\$2,669.07	\$678.40
	Reserve	\$199.68	\$230.00	\$230.00	\$230.00	\$889.68	\$230.40
	<b>Owner Total</b>	<b>\$839.70</b>	<b>\$906.35</b>	<b>\$906.35</b>	<b>\$906.35</b>	<b>\$3,558.75</b>	<b>\$908.80</b>

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# Realmark Strata Pty Ltd Strata West Unit Trust

## Proposed Budget for Strata Company 77146

238 Oxford Street LEEDERVILLE

Prepared by Realmark Strata Pty Ltd Strata West Unit Trust (ABN 57 751 430 272)

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### Owner Summary (01/07/2024-30/06/2025) - Commercial

UOE	Lot(s)	1st Instalment 01/07/2024	2nd Instalment 01/10/2024	3rd Instalment 01/01/2025	4th Instalment 01/04/2025	TOTAL (01/07/2024-30/06/2025)	Next Pre Issue 01/07/2025
362	2						
	Admin	\$669.70	\$1,875.55	\$1,875.55	\$1,875.55	\$6,296.35	\$781.90
	Reserve	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	<b>Owner Total</b>	<b>\$669.70</b>	<b>\$1,875.55</b>	<b>\$1,875.55</b>	<b>\$1,875.55</b>	<b>\$6,296.35</b>	<b>\$781.90</b>
434	3						
	Admin	\$802.90	\$2,248.60	\$2,248.60	\$2,248.60	\$7,548.70	\$937.45
	Reserve	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	<b>Owner Total</b>	<b>\$802.90</b>	<b>\$2,248.60</b>	<b>\$2,248.60</b>	<b>\$2,248.60</b>	<b>\$7,548.70</b>	<b>\$937.45</b>
144	4						
	Admin	\$266.40	\$746.10	\$746.10	\$746.10	\$2,504.70	\$311.05
	Reserve	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	<b>Owner Total</b>	<b>\$266.40</b>	<b>\$746.10</b>	<b>\$746.10</b>	<b>\$746.10</b>	<b>\$2,504.70</b>	<b>\$311.05</b>
338	5						
	Admin	\$625.30	\$1,751.20	\$1,751.20	\$1,751.20	\$5,878.90	\$730.10
	Reserve	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	<b>Owner Total</b>	<b>\$625.30</b>	<b>\$1,751.20</b>	<b>\$1,751.20</b>	<b>\$1,751.20</b>	<b>\$5,878.90</b>	<b>\$730.10</b>
410	6						
	Admin	\$758.50	\$2,124.25	\$2,124.25	\$2,124.25	\$7,131.25	\$885.60
	Reserve	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	<b>Owner Total</b>	<b>\$758.50</b>	<b>\$2,124.25</b>	<b>\$2,124.25</b>	<b>\$2,124.25</b>	<b>\$7,131.25</b>	<b>\$885.60</b>
247	57						
	Admin	\$456.95	\$1,279.75	\$1,279.75	\$1,279.75	\$4,296.20	\$533.50
	Reserve	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	<b>Owner Total</b>	<b>\$456.95</b>	<b>\$1,279.75</b>	<b>\$1,279.75</b>	<b>\$1,279.75</b>	<b>\$4,296.20</b>	<b>\$533.50</b>

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Realmark Strata Pty Ltd Strata West Unit Trust  
Proposed Budget for Strata Company 77146

238 Oxford Street LEEDERVILLE

Prepared by Realmark Strata Pty Ltd Strata West Unit Trust (ABN 57 751 430 272)

Licensed Real Estate and Business Agent TC RA79820 658 Newcastle Street LEEDERVILLE WA 6007 Ph (08) 9328 0998 Fax (08) 9227 9229

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Owner Summary (01/07/2024-30/06/2025) - Commercial

UOE	Lot(s)	1st Instalment 01/07/2024	2nd Instalment 01/10/2024	3rd Instalment 01/01/2025	4th Instalment 01/04/2025	TOTAL (01/07/2024-30/06/2025)	Next Pre Issue 01/07/2025
152	58						
	Admin	\$281.20	\$787.55	\$787.55	\$787.55	\$2,643.85	\$328.30
	Reserve	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Owner Total	\$281.20	\$787.55	\$787.55	\$787.55	\$2,643.85	\$328.30

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# Realmark Strata Pty Ltd Strata West Unit Trust

## Proposed Budget for Strata Company 77146

238 Oxford Street LEEDERVILLE

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### Owner Summary (01/07/2024-30/06/2025) - Lift

UOE	Lot(s)		1st Instalment 01/07/2024	2nd Instalment 01/10/2024	3rd Instalment 01/01/2025	4th Instalment 01/04/2025	TOTAL (01/07/2024-30/06/2025)	Next Pre Issue 01/07/2025
108	7, 39, 42							
		Admin	\$75.58	\$75.60	\$75.60	\$75.60	\$302.38	\$75.60
		Reserve	\$31.32	\$29.60	\$29.60	\$29.60	\$120.12	\$29.60
		<b>Owner Total</b>	<b>\$106.90</b>	<b>\$105.20</b>	<b>\$105.20</b>	<b>\$105.20</b>	<b>\$422.50</b>	<b>\$105.20</b>
110	8							
		Admin	\$77.00	\$77.01	\$77.01	\$77.01	\$308.03	\$77.01
		Reserve	\$31.90	\$30.14	\$30.14	\$30.14	\$122.32	\$30.14
		<b>Owner Total</b>	<b>\$108.90</b>	<b>\$107.15</b>	<b>\$107.15</b>	<b>\$107.15</b>	<b>\$430.35</b>	<b>\$107.15</b>
142	9, 10, 19, 32, 37, 40, 41							
		Admin	\$99.42	\$99.39	\$99.39	\$99.39	\$397.59	\$99.39
		Reserve	\$41.18	\$38.91	\$38.91	\$38.91	\$157.91	\$38.91
		<b>Owner Total</b>	<b>\$140.60</b>	<b>\$138.30</b>	<b>\$138.30</b>	<b>\$138.30</b>	<b>\$555.50</b>	<b>\$138.30</b>
215	11							
		Admin	\$150.50	\$150.48	\$150.48	\$150.48	\$601.94	\$150.48
		Reserve	\$62.35	\$58.92	\$58.92	\$58.92	\$239.11	\$58.92
		<b>Owner Total</b>	<b>\$212.85</b>	<b>\$209.40</b>	<b>\$209.40</b>	<b>\$209.40</b>	<b>\$841.05</b>	<b>\$209.40</b>
140	12, 34, 35							
		Admin	\$98.00	\$97.99	\$97.99	\$97.99	\$391.97	\$97.99
		Reserve	\$40.60	\$38.36	\$38.36	\$38.36	\$155.68	\$38.36
		<b>Owner Total</b>	<b>\$138.60</b>	<b>\$136.35</b>	<b>\$136.35</b>	<b>\$136.35</b>	<b>\$547.65</b>	<b>\$136.35</b>
128	13							
		Admin	\$89.58	\$89.62	\$89.62	\$89.62	\$358.44	\$89.62
		Reserve	\$37.12	\$35.08	\$35.08	\$35.08	\$142.36	\$35.08
		<b>Owner Total</b>	<b>\$126.70</b>	<b>\$124.70</b>	<b>\$124.70</b>	<b>\$124.70</b>	<b>\$500.80</b>	<b>\$124.70</b>

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# Realmark Strata Pty Ltd Strata West Unit Trust

## Proposed Budget for Strata Company 77146

238 Oxford Street LEEDERVILLE

Prepared by Realmark Strata Pty Ltd Strata West Unit Trust (ABN 57 751 430 272)

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### Owner Summary (01/07/2024-30/06/2025) - Lift

UOE	Lot(s)		1st Instalment 01/07/2024	2nd Instalment 01/10/2024	3rd Instalment 01/01/2025	4th Instalment 01/04/2025	TOTAL (01/07/2024-30/06/2025)	Next Pre Issue 01/07/2025
195	14							
		Admin	\$136.50	\$136.51	\$136.51	\$136.51	\$546.03	\$136.51
		Reserve	\$56.55	\$53.44	\$53.44	\$53.44	\$216.87	\$53.44
		<b>Owner Total</b>	<b>\$193.05</b>	<b>\$189.95</b>	<b>\$189.95</b>	<b>\$189.95</b>	<b>\$762.90</b>	<b>\$189.95</b>
133	15, 16							
		Admin	\$93.08	\$93.10	\$93.10	\$93.10	\$372.38	\$93.10
		Reserve	\$38.57	\$36.45	\$36.45	\$36.45	\$147.92	\$36.45
		<b>Owner Total</b>	<b>\$131.65</b>	<b>\$129.55</b>	<b>\$129.55</b>	<b>\$129.55</b>	<b>\$520.30</b>	<b>\$129.55</b>
99	17							
		Admin	\$69.29	\$69.32	\$69.32	\$69.32	\$277.25	\$69.32
		Reserve	\$28.71	\$27.13	\$27.13	\$27.13	\$110.10	\$27.13
		<b>Owner Total</b>	<b>\$98.00</b>	<b>\$96.45</b>	<b>\$96.45</b>	<b>\$96.45</b>	<b>\$387.35</b>	<b>\$96.45</b>
96	18							
		Admin	\$67.21	\$67.19	\$67.19	\$67.19	\$268.78	\$67.19
		Reserve	\$27.84	\$26.31	\$26.31	\$26.31	\$106.77	\$26.31
		<b>Owner Total</b>	<b>\$95.05</b>	<b>\$93.50</b>	<b>\$93.50</b>	<b>\$93.50</b>	<b>\$375.55</b>	<b>\$93.50</b>
98	20							
		Admin	\$68.58	\$68.59	\$68.59	\$68.59	\$274.35	\$68.59
		Reserve	\$28.42	\$26.86	\$26.86	\$26.86	\$109.00	\$26.86
		<b>Owner Total</b>	<b>\$97.00</b>	<b>\$95.45</b>	<b>\$95.45</b>	<b>\$95.45</b>	<b>\$383.35</b>	<b>\$95.45</b>
105	21							
		Admin	\$73.50	\$73.48	\$73.48	\$73.48	\$293.94	\$73.48
		Reserve	\$30.45	\$28.77	\$28.77	\$28.77	\$116.76	\$28.77
		<b>Owner Total</b>	<b>\$103.95</b>	<b>\$102.25</b>	<b>\$102.25</b>	<b>\$102.25</b>	<b>\$410.70</b>	<b>\$102.25</b>

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# Realmark Strata Pty Ltd Strata West Unit Trust

## Proposed Budget for Strata Company 77146

238 Oxford Street LEEDERVILLE

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### Owner Summary (01/07/2024-30/06/2025) - Lift

UOE	Lot(s)	1st Instalment 01/07/2024	2nd Instalment 01/10/2024	3rd Instalment 01/01/2025	4th Instalment 01/04/2025	TOTAL (01/07/2024-30/06/2025)	Next Pre Issue 01/07/2025
135	22, 23						
		Admin	\$94.50	\$94.51	\$94.51	\$378.03	\$94.51
		Reserve	\$39.15	\$36.99	\$36.99	\$150.12	\$36.99
		<b>Owner Total</b>	<b>\$133.65</b>	<b>\$131.50</b>	<b>\$131.50</b>	<b>\$528.15</b>	<b>\$131.50</b>
208	24						
		Admin	\$145.58	\$145.60	\$145.60	\$582.38	\$145.60
		Reserve	\$60.32	\$57.00	\$57.00	\$231.32	\$57.00
		<b>Owner Total</b>	<b>\$205.90</b>	<b>\$202.60</b>	<b>\$202.60</b>	<b>\$813.70</b>	<b>\$202.60</b>
137	25, 26, 28, 29, 31						
		Admin	\$95.92	\$95.91	\$95.91	\$383.65	\$95.91
		Reserve	\$39.73	\$37.54	\$37.54	\$152.35	\$37.54
		<b>Owner Total</b>	<b>\$135.65</b>	<b>\$133.45</b>	<b>\$133.45</b>	<b>\$536.00</b>	<b>\$133.45</b>
209	27, 30						
		Admin	\$146.29	\$146.28	\$146.28	\$585.13	\$146.28
		Reserve	\$60.61	\$57.27	\$57.27	\$232.42	\$57.27
		<b>Owner Total</b>	<b>\$206.90</b>	<b>\$203.55</b>	<b>\$203.55</b>	<b>\$817.55</b>	<b>\$203.55</b>
212	33, 36						
		Admin	\$148.42	\$148.41	\$148.41	\$593.65	\$148.41
		Reserve	\$61.48	\$58.09	\$58.09	\$235.75	\$58.09
		<b>Owner Total</b>	<b>\$209.90</b>	<b>\$206.50</b>	<b>\$206.50</b>	<b>\$829.40</b>	<b>\$206.50</b>
207	38, 43						
		Admin	\$144.92	\$144.88	\$144.88	\$579.56	\$144.88
		Reserve	\$60.03	\$56.72	\$56.72	\$230.19	\$56.72
		<b>Owner Total</b>	<b>\$204.95</b>	<b>\$201.60</b>	<b>\$201.60</b>	<b>\$809.75</b>	<b>\$201.60</b>

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# Realmark Strata Pty Ltd Strata West Unit Trust

## Proposed Budget for Strata Company 77146

238 Oxford Street LEEDERVILLE

Prepared by Realmark Strata Pty Ltd Strata West Unit Trust (ABN 57 751 430 272)

Licensed Real Estate and Business Agent TC RA79820 658 Newcastle Street LEEDERVILLE WA 6007 Ph (08) 9328 0998 Fax (08) 9227 9229

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### Owner Summary (01/07/2024-30/06/2025) - Lift

UOE	Lot(s)		1st Instalment 01/07/2024	2nd Instalment 01/10/2024	3rd Instalment 01/01/2025	4th Instalment 01/04/2025	TOTAL (01/07/2024-30/06/2025)	Next Pre Issue 01/07/2025
154	44, 49							
		Admin	\$107.79	\$107.80	\$107.80	\$107.80	\$431.19	\$107.80
		Reserve	\$44.66	\$42.20	\$42.20	\$42.20	\$171.26	\$42.20
		<b>Owner Total</b>	<b>\$152.45</b>	<b>\$150.00</b>	<b>\$150.00</b>	<b>\$150.00</b>	<b>\$602.45</b>	<b>\$150.00</b>
262	45, 48							
		Admin	\$183.42	\$183.40	\$183.40	\$183.40	\$733.62	\$183.40
		Reserve	\$75.98	\$71.80	\$71.80	\$71.80	\$291.38	\$71.80
		<b>Owner Total</b>	<b>\$259.40</b>	<b>\$255.20</b>	<b>\$255.20</b>	<b>\$255.20</b>	<b>\$1,025.00</b>	<b>\$255.20</b>
240	46, 47							
		Admin	\$168.00	\$167.98	\$167.98	\$167.98	\$671.94	\$167.98
		Reserve	\$69.60	\$65.77	\$65.77	\$65.77	\$266.91	\$65.77
		<b>Owner Total</b>	<b>\$237.60</b>	<b>\$233.75</b>	<b>\$233.75</b>	<b>\$233.75</b>	<b>\$938.85</b>	<b>\$233.75</b>
308	50							
		Admin	\$215.58	\$215.60	\$215.60	\$215.60	\$862.38	\$215.60
		Reserve	\$89.32	\$84.40	\$84.40	\$84.40	\$342.52	\$84.40
		<b>Owner Total</b>	<b>\$304.90</b>	<b>\$300.00</b>	<b>\$300.00</b>	<b>\$300.00</b>	<b>\$1,204.90</b>	<b>\$300.00</b>
252	51							
		Admin	\$176.42	\$176.39	\$176.39	\$176.39	\$705.59	\$176.39
		Reserve	\$73.08	\$69.06	\$69.06	\$69.06	\$280.26	\$69.06
		<b>Owner Total</b>	<b>\$249.50</b>	<b>\$245.45</b>	<b>\$245.45</b>	<b>\$245.45</b>	<b>\$985.85</b>	<b>\$245.45</b>
316	52							
		Admin	\$221.21	\$221.21	\$221.21	\$221.21	\$884.84	\$221.21
		Reserve	\$91.64	\$86.59	\$86.59	\$86.59	\$351.41	\$86.59
		<b>Owner Total</b>	<b>\$312.85</b>	<b>\$307.80</b>	<b>\$307.80</b>	<b>\$307.80</b>	<b>\$1,236.25</b>	<b>\$307.80</b>

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**Realmark Strata Pty Ltd Strata West Unit Trust**  
**Proposed Budget for Strata Company 77146**

**238 Oxford Street LEEDERVILLE**

**Prepared by Realmark Strata Pty Ltd Strata West Unit Trust (ABN 57 751 430 272)**

Licensed Real Estate and Business Agent TC RA79820 658 Newcastle Street LEEDERVILLE WA 6007 Ph (08) 9328 0998 Fax (08) 9227 9229

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**Owner Summary (01/07/2024-30/06/2025) - Lift**

UOE	Lot(s)	1st Instalment 01/07/2024	2nd Instalment 01/10/2024	3rd Instalment 01/01/2025	4th Instalment 01/04/2025	TOTAL (01/07/2024-30/06/2025)	Next Pre Issue 01/07/2025
256	53						
	Admin	\$179.21	\$179.20	\$179.20	\$179.20	\$716.81	\$179.20
	Reserve	\$74.24	\$70.15	\$70.15	\$70.15	\$284.69	\$70.15
	<b>Owner Total</b>	<b>\$253.45</b>	<b>\$249.35</b>	<b>\$249.35</b>	<b>\$249.35</b>	<b>\$1,001.50</b>	<b>\$249.35</b>

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# Realmark Strata Pty Ltd Strata West Unit Trust Proposed Budget for Strata Company 77146

238 Oxford Street LEEDERVILLE

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## Contribution Summary (01/07/2024-30/06/2025)

Lot(s)	Schedule	UOE	Admin Fund	Reserve	Annual Levy
2	Contribution Schedule	362	\$7,366.68	\$2,392.82	\$0.00
	Commercial	362	\$6,296.35	\$0.00	\$0.00
	<b>Owner Total</b>		<b>\$13,663.03</b>	<b>\$2,392.82</b>	<b>\$16,055.85</b>
3	Contribution Schedule	434	\$8,831.86	\$2,868.74	\$0.00
	Commercial	434	\$7,548.70	\$0.00	\$0.00
	<b>Owner Total</b>		<b>\$16,380.56</b>	<b>\$2,868.74</b>	<b>\$19,249.30</b>
4	Contribution Schedule	144	\$2,930.36	\$951.84	\$0.00
	Commercial	144	\$2,504.70	\$0.00	\$0.00
	<b>Owner Total</b>		<b>\$5,435.06</b>	<b>\$951.84</b>	<b>\$6,386.90</b>
5	Contribution Schedule	338	\$6,878.32	\$2,234.18	\$0.00
	Commercial	338	\$5,878.90	\$0.00	\$0.00
	<b>Owner Total</b>		<b>\$12,757.22</b>	<b>\$2,234.18</b>	<b>\$14,991.40</b>
6	Contribution Schedule	410	\$8,343.50	\$2,710.10	\$0.00
	Commercial	410	\$7,131.25	\$0.00	\$0.00
	<b>Owner Total</b>		<b>\$15,474.75</b>	<b>\$2,710.10</b>	<b>\$18,184.85</b>
7, 39, 42	Contribution Schedule	108	\$2,197.82	\$713.88	\$0.00
	Residential	108	\$1,125.97	\$375.33	\$0.00
	Lift	108	\$302.38	\$120.12	\$0.00
	<b>Owner Total</b>		<b>\$3,626.17</b>	<b>\$1,209.33</b>	<b>\$4,835.50</b>
8	Contribution Schedule	110	\$2,238.50	\$727.10	\$0.00
	Residential	110	\$1,146.86	\$382.29	\$0.00
	Lift	110	\$308.03	\$122.32	\$0.00
	<b>Owner Total</b>		<b>\$3,693.39</b>	<b>\$1,231.71</b>	<b>\$4,925.10</b>

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# Realmark Strata Pty Ltd Strata West Unit Trust Proposed Budget for Strata Company 77146

238 Oxford Street LEEDERVILLE

Prepared by Realmark Strata Pty Ltd Strata West Unit Trust (ABN 57 751 430 272)

Licensed Real Estate and Business Agent TC RA79820 658 Newcastle Street LEEDERVILLE WA 6007 Ph (08) 9328 0998 Fax (08) 9227 9229

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## Contribution Summary (01/07/2024-30/06/2025)

Lot(s)	Schedule	UOE	Admin Fund	Reserve	Annual Levy
9, 10, 19, 32, 37, 40, 41	Contribution Schedule	142	\$2,889.68	\$938.62	\$0.00
	Residential	142	\$1,480.50	\$493.50	\$0.00
	Lift	142	\$397.59	\$157.91	\$0.00
	<b>Owner Total</b>		<b>\$4,767.77</b>	<b>\$1,590.03</b>	<b>\$6,357.80</b>
11	Contribution Schedule	215	\$4,375.25	\$1,421.15	\$0.00
	Residential	215	\$2,241.62	\$747.18	\$0.00
	Lift	215	\$601.94	\$239.11	\$0.00
	<b>Owner Total</b>		<b>\$7,218.81</b>	<b>\$2,407.44</b>	<b>\$9,626.25</b>
12, 34, 35	Contribution Schedule	140	\$2,849.00	\$925.40	\$0.00
	Residential	140	\$1,459.61	\$486.54	\$0.00
	Lift	140	\$391.97	\$155.68	\$0.00
	<b>Owner Total</b>		<b>\$4,700.58</b>	<b>\$1,567.62</b>	<b>\$6,268.20</b>
13	Contribution Schedule	128	\$2,604.82	\$846.08	\$0.00
	Residential	128	\$1,334.46	\$444.84	\$0.00
	Lift	128	\$358.44	\$142.36	\$0.00
	<b>Owner Total</b>		<b>\$4,297.72</b>	<b>\$1,433.28</b>	<b>\$5,731.00</b>
14	Contribution Schedule	195	\$3,968.25	\$1,288.95	\$0.00
	Residential	195	\$2,032.98	\$677.67	\$0.00
	Lift	195	\$546.03	\$216.87	\$0.00
	<b>Owner Total</b>		<b>\$6,547.26</b>	<b>\$2,183.49</b>	<b>\$8,730.75</b>
15, 16	Contribution Schedule	133	\$2,706.57	\$879.13	\$0.00
	Residential	133	\$1,386.59	\$462.21	\$0.00
	Lift	133	\$372.38	\$147.92	\$0.00
	<b>Owner Total</b>		<b>\$4,465.54</b>	<b>\$1,489.26</b>	<b>\$5,954.80</b>

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**Realmark Strata Pty Ltd Strata West Unit Trust**  
**Proposed Budget for Strata Company 77146**

**238 Oxford Street LEEDERVILLE**

**Prepared by Realmark Strata Pty Ltd Strata West Unit Trust (ABN 57 751 430 272)**

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## Contribution Summary (01/07/2024-30/06/2025)

Lot(s)	Schedule	UOE	Admin Fund	Reserve	Annual Levy
17	Contribution Schedule	99	\$2,014.61	\$654.39	\$0.00
	Residential	99	\$1,032.16	\$344.04	\$0.00
	Lift	99	\$277.25	\$110.10	\$0.00
	<b>Owner Total</b>		<b>\$3,324.02</b>	<b>\$1,108.53</b>	<b>\$4,432.55</b>
18	Contribution Schedule	96	\$1,953.64	\$634.56	\$0.00
	Residential	96	\$1,000.97	\$333.63	\$0.00
	Lift	96	\$268.78	\$106.77	\$0.00
	<b>Owner Total</b>		<b>\$3,223.39</b>	<b>\$1,074.96</b>	<b>\$4,298.35</b>
20	Contribution Schedule	98	\$1,994.32	\$647.78	\$0.00
	Residential	98	\$1,021.71	\$340.59	\$0.00
	Lift	98	\$274.35	\$109.00	\$0.00
	<b>Owner Total</b>		<b>\$3,290.38</b>	<b>\$1,097.37</b>	<b>\$4,387.75</b>
21	Contribution Schedule	105	\$2,136.75	\$694.05	\$0.00
	Residential	105	\$1,094.73	\$364.92	\$0.00
	Lift	105	\$293.94	\$116.76	\$0.00
	<b>Owner Total</b>		<b>\$3,525.42</b>	<b>\$1,175.73</b>	<b>\$4,701.15</b>
22, 23	Contribution Schedule	135	\$2,747.25	\$892.35	\$0.00
	Residential	135	\$1,407.48	\$469.17	\$0.00
	Lift	135	\$378.03	\$150.12	\$0.00
	<b>Owner Total</b>		<b>\$4,532.76</b>	<b>\$1,511.64</b>	<b>\$6,044.40</b>
24	Contribution Schedule	208	\$4,232.82	\$1,374.88	\$0.00
	Residential	208	\$2,168.60	\$722.85	\$0.00
	Lift	208	\$582.38	\$231.32	\$0.00
	<b>Owner Total</b>		<b>\$6,983.80</b>	<b>\$2,329.05</b>	<b>\$9,312.85</b>

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# Realmark Strata Pty Ltd Strata West Unit Trust Proposed Budget for Strata Company 77146

238 Oxford Street LEEDERVILLE

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## Contribution Summary (01/07/2024-30/06/2025)

Lot(s)	Schedule	UOE	Admin Fund	Reserve	Annual Levy
25, 26, 28, 29, 31	Contribution Schedule	137	\$2,787.93	\$905.57	\$0.00
	Residential	137	\$1,428.37	\$476.13	\$0.00
	Lift	137	\$383.65	\$152.35	\$0.00
	<b>Owner Total</b>		<b>\$4,599.95</b>	<b>\$1,534.05</b>	<b>\$6,134.00</b>
27, 30	Contribution Schedule	209	\$4,253.11	\$1,381.49	\$0.00
	Residential	209	\$2,179.02	\$726.33	\$0.00
	Lift	209	\$585.13	\$232.42	\$0.00
	<b>Owner Total</b>		<b>\$7,017.26</b>	<b>\$2,340.24</b>	<b>\$9,357.50</b>
33, 36	Contribution Schedule	212	\$4,314.18	\$1,401.32	\$0.00
	Residential	212	\$2,210.23	\$736.77	\$0.00
	Lift	212	\$593.65	\$235.75	\$0.00
	<b>Owner Total</b>		<b>\$7,118.06</b>	<b>\$2,373.84</b>	<b>\$9,491.90</b>
38, 43	Contribution Schedule	207	\$4,212.43	\$1,368.27	\$0.00
	Residential	207	\$2,158.10	\$719.40	\$0.00
	Lift	207	\$579.56	\$230.19	\$0.00
	<b>Owner Total</b>		<b>\$6,950.09</b>	<b>\$2,317.86</b>	<b>\$9,267.95</b>
44, 49	Contribution Schedule	154	\$3,133.86	\$1,017.94	\$0.00
	Residential	154	\$1,605.50	\$535.20	\$0.00
	Lift	154	\$431.19	\$171.26	\$0.00
	<b>Owner Total</b>		<b>\$5,170.55</b>	<b>\$1,724.40</b>	<b>\$6,894.95</b>
45, 48	Contribution Schedule	262	\$5,331.68	\$1,731.82	\$0.00
	Residential	262	\$2,731.62	\$910.53	\$0.00
	Lift	262	\$733.62	\$291.38	\$0.00
	<b>Owner Total</b>		<b>\$8,796.92</b>	<b>\$2,933.73</b>	<b>\$11,730.65</b>

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# Realmark Strata Pty Ltd Strata West Unit Trust Proposed Budget for Strata Company 77146

238 Oxford Street LEEDERVILLE

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## Contribution Summary (01/07/2024-30/06/2025)

Lot(s)	Schedule	UOE	Admin Fund	Reserve	Annual Levy
46, 47	Contribution Schedule	240	\$4,884.00	\$1,586.40	\$0.00
	Residential	240	\$2,502.24	\$834.06	\$0.00
	Lift	240	\$671.94	\$266.91	\$0.00
	<b>Owner Total</b>		<b>\$8,058.18</b>	<b>\$2,687.37</b>	<b>\$10,745.55</b>
50	Contribution Schedule	308	\$6,267.82	\$2,035.88	\$0.00
	Residential	308	\$3,211.20	\$1,070.40	\$0.00
	Lift	308	\$862.38	\$342.52	\$0.00
	<b>Owner Total</b>		<b>\$10,341.40</b>	<b>\$3,448.80</b>	<b>\$13,790.20</b>
51	Contribution Schedule	252	\$5,128.18	\$1,665.72	\$0.00
	Residential	252	\$2,627.24	\$875.76	\$0.00
	Lift	252	\$705.59	\$280.26	\$0.00
	<b>Owner Total</b>		<b>\$8,461.01</b>	<b>\$2,821.74</b>	<b>\$11,282.75</b>
52	Contribution Schedule	316	\$6,430.64	\$2,088.76	\$0.00
	Residential	316	\$3,294.57	\$1,098.18	\$0.00
	Lift	316	\$884.84	\$351.41	\$0.00
	<b>Owner Total</b>		<b>\$10,610.05</b>	<b>\$3,538.35</b>	<b>\$14,148.40</b>
53	Contribution Schedule	256	\$5,209.64	\$1,692.16	\$0.00
	Residential	256	\$2,669.07	\$889.68	\$0.00
	Lift	256	\$716.81	\$284.69	\$0.00
	<b>Owner Total</b>		<b>\$8,595.52</b>	<b>\$2,866.53</b>	<b>\$11,462.05</b>
57	Contribution Schedule	247	\$5,026.43	\$1,632.67	\$0.00
	Commercial	247	\$4,296.20	\$0.00	\$0.00
	<b>Owner Total</b>		<b>\$9,322.63</b>	<b>\$1,632.67</b>	<b>\$10,955.30</b>

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Proposed Budget for Strata Company 77146  
238 Oxford Street LEEDERVILLE

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Contribution Summary (01/07/2024-30/06/2025)

Lot(s)	Schedule	UOE	Admin Fund	Reserve	Annual Levy
58	Contribution Schedule	152	\$3,093.18	\$1,004.72	\$0.00
	Commercial	152	\$2,643.85	\$0.00	\$0.00
	Owner Total		\$5,737.03	\$1,004.72	\$6,741.75
	Overall Total		\$344,455.56	\$102,400.04	\$446,855.60

Schedule	UOE
Contribution Schedule	10000
Residential	7913
Commercial	2087
Lift	7913



# Approved Special Levy (Defect Remediation) Posting for 238 Oxford Street Leederville ABN 92860133865

First instalment due date: 01/10/2024

Instalment frequency: Once-off

Group: Contribution Schedule

Number of instalments: 1

Entitlement set: Levy Entitlement

Description: Special Levy Defect  
Remediation

Levy determination date: 07/08/2024

Lot No.	Unit No.	Unit Entitlement	Administrative Fund	Reserve Fund	Total
2	2	362.00	0.00	1,991.00	1,991.00
3	3	434.00	0.00	2,387.00	2,387.00
4	4	144.00	0.00	792.00	792.00
5	5	338.00	0.00	1,859.00	1,859.00
6	6	410.00	0.00	2,255.00	2,255.00
7	7	108.00	0.00	594.00	594.00
8	8	110.00	0.00	605.00	605.00
9	9	142.00	0.00	781.00	781.00
10	10	142.00	0.00	781.00	781.00
11	11	215.00	0.00	1,182.50	1,182.50
12	12	140.00	0.00	770.00	770.00
13	13	128.00	0.00	704.00	704.00
14	14	195.00	0.00	1,072.50	1,072.50
15	15	133.00	0.00	731.50	731.50
16	16	133.00	0.00	731.50	731.50
17	17	99.00	0.00	544.50	544.50
18	18	96.00	0.00	528.00	528.00
19	19	142.00	0.00	781.00	781.00
20	20	98.00	0.00	539.00	539.00
21	21	105.00	0.00	577.50	577.50
22	22	135.00	0.00	742.50	742.50
23	23	135.00	0.00	742.50	742.50
24	24	208.00	0.00	1,144.00	1,144.00
25	25	137.00	0.00	753.50	753.50
26	26	137.00	0.00	753.50	753.50
27	27	209.00	0.00	1,149.50	1,149.50
28	28	137.00	0.00	753.50	753.50
29	29	137.00	0.00	753.50	753.50
30	30	209.00	0.00	1,149.50	1,149.50
31	31	137.00	0.00	753.50	753.50
32	32	142.00	0.00	781.00	781.00
33	33	212.00	0.00	1,166.00	1,166.00
34	34	140.00	0.00	770.00	770.00

Lot No.	Unit No.	Unit Entitlement	Administrative Fund	Reserve Fund	Total
35	35	140.00	0.00	770.00	770.00
36	36	212.00	0.00	1,166.00	1,166.00
37	37	142.00	0.00	781.00	781.00
38	38	207.00	0.00	1,138.50	1,138.50
39	39	108.00	0.00	594.00	594.00
40	40	142.00	0.00	781.00	781.00
41	41	142.00	0.00	781.00	781.00
42	42	108.00	0.00	594.00	594.00
43	43	207.00	0.00	1,138.50	1,138.50
44	44	154.00	0.00	847.00	847.00
45	45	262.00	0.00	1,441.00	1,441.00
46	46	240.00	0.00	1,320.00	1,320.00
47	47	240.00	0.00	1,320.00	1,320.00
48	48	262.00	0.00	1,441.00	1,441.00
49	49	154.00	0.00	847.00	847.00
50	50	308.00	0.00	1,694.00	1,694.00
51	51	252.00	0.00	1,386.00	1,386.00
52	52	316.00	0.00	1,738.00	1,738.00
53	53	256.00	0.00	1,408.00	1,408.00
57	1A	247.00	0.00	1,358.50	1,358.50
58	1B	152.00	0.00	836.00	836.00
<b>Totals</b>		10,000.00	\$0.00	\$55,000.00	\$55,000.00
<b>GST included in amounts to be raised</b>			\$0.00	\$5,000.00	\$5,000.00
<b>Amount to be raised per unit of entitlement</b>			\$0.00	\$5.50	\$5.50



Notice of Levies Due in October 2024

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

Tax Invoice

Issued 02/09/2024 on behalf of:

238 Oxford Street Leederville  
ABN 92860133865  
238 Oxford Street  
LEEDERVILLE WA 6007

Joni Prtenjaca  
Unit 25 / 238 Oxford Street  
LEEDERVILLE WA 6007

for Lot 25 Unit 25  
Joni Prtenjaca

Due date	Details	Amounts due (including GST) (\$)		Total
		Admin Fund	Reserve Fund	
01/10/2024	Standard Levy Contribution Schedule 01/10/2024 - 31/12/2024	694.60	241.15	935.75
01/10/2024	Special Levy for Defect Remediation as per AGM 07/08/2024	0.00	753.50	753.50
01/10/2024	Standard Levy Residential Schedule 01/10/2024 - 31/12/2024	361.70	123.30	485.00
01/10/2024	Standard Levy Lift Schedule 01/10/2024 - 31/12/2024	95.90	37.00	132.90
Total levies due in month		1,152.20	1,154.95	2,307.15

Total of this levy notice	2,307.15
Levies in arrears	0.00
Interest on levies in arrears	0.00
Outstanding owner invoices*	35.80
Subtotal of amount due	2,342.95
Prepaid	35.80
Total amount due	\$2,307.15

(including \$209.74 GST)

\* Includes all invoices due up to 31/10/2024

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

Cheques should be made payable to '238 Oxford Street Leederville'

Levy Payment due 01/10/2024

Realmark does not accept or process payment of any form at the office. Please make your payment into the Trust Account using the payment options listed in this Notice only.



DEFT  
PAYMENT SYSTEMS

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

Joni Prtenjaca  
Strata Scheme 77146  
Lot 25 Unit 25



\*496 296764020 77477



Pay over the Internet from your Bank account. Register at [www.deft.com.au](http://www.deft.com.au)



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



Pay by mailing this payment slip with your cheque to:

DEFT Payment Systems  
GPO Box 2174, Melbourne VIC 3001



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

Biller code 96503

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

Realmark Strata

DEFT Reference Number

29676402077477

Amount Due

\$2,307.15

Due Date

01/10/2024

Amount Paid

\$



**QBE Insurance (Australia) Ltd**

**ABN 78 003 191 035**

200 ST GEORGES TERRACE  
PERTH WA 6000

GPO BOX N1116  
PERTH WA 6843

Telephone: (08) 9213 6100

Email: [workerscompunderwriting@qbe.com](mailto:workerscompunderwriting@qbe.com)

## CERTIFICATE OF CURRENCY

OWNERS OF STRATA PLAN 77146  
238 OXFORD STREET  
LEEDERVILLE  
WA 6007

The following insurance policy covers the employers liability under the WA Workers Compensation & Injury Management Act 1981.

### (1) Coverage

The Certificate is Valid from: 15/05/2024 to 15/05/2025

The Information provided in this certificate is correct at: 23/05/2024

### (2) Employers Information

Policy Number: PE1999284GWC Workcover Number: WC11047056

Legal Name: OWNERS OF STRATA PLAN 77146

Trading Name:

ABN:

**Premium (Industry) Classification:**

67110: Residential Property Operators

**Full Business Description:**

RESIDENTIAL STRATA OWNERS

### (3) IMPORTANT INFORMATION

This policy commences and finishes at 4.00pm on the dates specified above

Common law limited to \$50 million any one person and \$50 million in the aggregate any one event.

QBE Insurance (Australia) Limited

Workers Compensation

Employers are required to ensure a valid certificate of currency is available for inspection at their principal office or place of business.



Date Issued: 22 May 2024

# 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 77146	
Indemnity to Others (Section 5, General Liability Insurance Only)	Not Applicable	
Policy Number:	05GS017109	
Insurance:	Residential Strata Insurance	
Wording	Chubb Strata Insurance ChubbSTRATA01PDS0224	
Period of Insurance:	From:	4.00pm on 15 May 2024, Local Standard Time
	To:	4.00pm on 15 May 2025, 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	238 Oxford St, Leederville WA 6007	

## Limits of Liability

Section 1: Property Damage Insurance	<b>Buildings and Common Property</b>	AUD 40,538,190
	<b>Common Contents</b>	AUD 405,382
	<b>Catastrophe</b>	AUD 6,141,536
Section 2: Machinery Breakdown Insurance	AUD 50,000	
Section 3: Consequential Loss Insurance	AUD 6,080,729	
Combined Section 1 - Property Damage Insurance and Section 3 - Consequential Loss Insurance Limit of Liability	AUD 53,165,836	
Section 4: Crime Insurance	AUD 100,000	
Section 5: General Liability Insurance	<b>Personal Injury</b>	AUD 20,000,000 in respect of any one <b>Occurrence</b>
	<b>Property Damage</b>	AUD 20,000,000 in respect of any one <b>Occurrence</b>
Section 6: Environmental Impairment Liability Insurance	AUD 250,000 in the aggregate <b>Period of Insurance</b>	
Section 7: Management Committee Liability Insurance	AUD 1,000,000 in the aggregate <b>Period of Insurance</b>	
Section 8: Audit Expenses Insurance	AUD 30,000	
Section 9: Appeal Expenses Insurance	AUD 150,000	
Section 10: Voluntary Workers Insurance	<b>Accident</b> each occurrence Limit	AUD 200,000
	<b>Accident</b> aggregate Limit	AUD 200,000 in the aggregate <b>Period of Insurance</b>



All the values on this Certificate of Currency are correct as at 22 May 2024 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:



Loic Tuchagues  
Property Underwriter NUC

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Authorised Officer, Chubb Insurance Australia Limited  
ABN 23 001 642 020 AFSL 239687





Document number P262096  
Lodgement date 24/08/2022 14:04:09

## Transfer

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

### Jurisdiction

Western Australia

### Legislation

*Transfer of Land Act 1893*  
*Strata Titles Act 1985*

### Document details

Document type	Transfer	ELN lodgement case id	485283134
ELN id	PEXA	ELN document id	1239635363
ELN workspace id	7934848	ELN counterpart id/s	1239635363-503354308 1239635363-508301340

### Responsible subscriber and contact details

Name	COMMONWEALTH BANK OF AUSTRALIA	Contact fax	08 9369 6484
Customer code	EFA141	Contact phone	0466 650 968
Contact name	Sian McDonald	Contact email	
Contact address	BANKWEST PLACE LEVEL 7A 300 MURRAY STREET PERTH WA 6000	Client reference	2022/0330-KG (P) Joni Prtenjac

### Lodgement fees

Fee description	Net	Gst	Fees
ELNO - Transfer	\$317.60	\$0.00	\$317.60
		Total	\$317.60

### Land

Title(volume-folio)	Extent	Land description	Estate and/or interest
2983-73	Whole	25/SP77146	FEE SIMPLE

### Consideration

Consideration type	Monetary
Consideration amount	\$620,000.00

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**Duty Assessment**

Transaction id	1039202550	VGO valued indicator	No
Assessment number	1039228756	Share indicator	No
SRO Client number	2424378	Exempt flag	No
ELN subscriber id		Exempt reason	
Duty assessment date	19/08/2022	Contract date	29/03/2022
Dutiable amount	\$620,000.00	Manual verification	No
Duty amount	\$23,465.00	First transfer	No
Duty amount payable	0.00		
Penalty tax	0.00		
Foreign ownership surcharge	0.00		
Nominal duty reason			

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**Transferor(s)**

LAURA ALEXANDRA WESTON

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**Transferee(s)**

JONI PRTENJACA OF 49 HONEYMYRTLE TURN STIRLING WA 6021

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**Attachments**

NIL

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**Duplicate title holding and issuing details**

Duplicate holding/s

NIL

Duplicate issuing

NIL

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**Operative clause**

The transferor for the consideration herein expressed transfers to the transferee the estate and interest herein specified in the land herein described, subject to the Limitations, Interests, Encumbrances and Notifications as shown on the Certificate of Title and/or otherwise affect the land under the Transfer of Land Act 1893.



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Subscriber Certification and Execution on behalf of the Transferor(s)

JAMES CHONG & CO PTY LTD (ACN 112050183 ABN 81112050183) makes the following certifications:

1. The Certifier has taken reasonable steps to verify the identity of the transferor or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Digitally signed by DENNING SANG-TATT CHONG for JAMES CHONG & CO PTY LTD (ACN 112050183 ABN 81112050183) on behalf of LAURA ALEXANDRA WESTON on 24 August 2022

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Subscriber Certification and Execution on behalf of the Transferee(s)

DAGLISH HOLDINGS PTY LTD (ACN 053255333 ABN 29053255333) makes the following certifications:

1. The Certifier has taken reasonable steps to verify the identity of the transferee or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Digitally signed by JULIE ELIZABETH COLES for DAGLISH HOLDINGS PTY LTD (ACN 053255333 ABN 29053255333) on behalf of JONI PR TENJACA on 24 August 2022