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 and additional Duty will be payable. Any non Australian resident will need to give the ATO notice of their purchase within 30 days after settlement.
WARNING - A Withholding Amount **may** apply to this Contract (see 2022 General Condition 3.7).
WARNING - If GST is relevant to this transaction then the relevant GST provision should be outlined in the Special Conditions or in an attached GST Annexure, which forms part of this Contract.

TO: BJK Genesis Property Pty Ltd
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 3B Hardy Road
Suburb Bassendean State WA Postcode 6054
Lot 2 ~~Deposited~~/Survey/Strata/~~Diagram~~/Plan 53808 Whole / ~~Part~~ Vol 2670 Folio 259
A **deposit** of $ of which $ 0 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 Vacant Land

GST WITHHOLDING

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

FINANCE CLAUSE IS APPLICABLE

LENDER/
MORTGAGE BROKER (NB. If blank, can be any)
LATEST TIME: 4pm on:
AMOUNT OF LOAN:
SIGNATURE OF BUYER

FINANCE CLAUSE IS NOT APPLICABLE

Signature of the Buyer if Finance Clause IS NOT applicable

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

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CONDITIONS

1. SUBJECT TO FINANCE

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

If any information is completed in or the Buyer signs the 'Finance Clause is Applicable' box in the Schedule then this Clause 1 applies to the Contract.

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

(a) The Buyer must:
  (1) immediately after the Contract Date make a Finance Application to a Lender or a Mortgage Broker using, if required by the Lender, the Property as security; and
  (2) use all best endeavours in good faith to obtain Finance Approval.

(b) If the Buyer does not comply with Clause 1.1(a) or 1.1(c)(1) then the Contract will not come to an end pursuant to clause 1.2 and the Buyer may not terminate the Contract under Clause 1.3. The rights of the Seller under this Clause 1.1 will not be affected if the Buyer does not comply with Clause 1.1.

(c) The Buyer must immediately give to the Seller or Seller Agent:
  (1) an Approval Notice if the Buyer obtains Finance Approval; or
  (2) a Non Approval Notice if the Finance Application is rejected;

at any time while the Contract is in force and effect.

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

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

(a) the Finance Application has been rejected; or

(b) a Non Approval Notice, is given to the Seller or Seller Agent.

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

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

(a) an Approval Notice; or

(b) a Non Approval Notice;

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

1.4 Finance Approval: Approval Notice Given

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

(a) Finance Approval has been obtained; or

(b) an Approval Notice has been given to the Seller or Seller Agent;

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

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

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

1.6 Buyer Must Keep Seller Informed: Evidence

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

(b) If the Buyer does not comply with the request within 2 Business Days then the Buyer authorises the Seller or Seller Agent to obtain from the Lender and/or Mortgage Broker the information referred to in Clause 1.6(a).

1.7 Right To Terminate

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

(a) termination must be effected by written Notice to the other Party;

(b) Clauses 23 and 24 of the 2022 General Conditions do not apply to the right to terminate;

(c) upon termination the Deposit and any other monies paid by the Buyer must be repaid to the Buyer;

(d) upon termination neither Party will have any action or claim against the other for breach of this Contract, except for a breach of Clause 1.1 by the Buyer.

1.8 Waiver

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

1.9 Definitions

In this Clause:

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

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

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

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

(a) to a Lender to lend any monies payable under the Contract: or

(b) to a Mortgage Broker to facilitate an application to a Lender.

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

(a) for the Amount of Loan;

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

  and has in fact been satisfied.

Latest Time means:

(a) the time and date referred to in the Schedule; or

(b) if no date is nominated in the Schedule, then 4pm on the day falling 15 Business Days after the Contract Date.

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

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

Non Approval Notice means:

(a) advice in writing given by the Buyer or a Lender to the Seller, or Seller Agent to the effect that the Finance Application has been rejected or Finance Approval has not been obtained; or

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

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

SPECIAL CONDITIONS

1.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

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

Signature	Date	Signature	Date
Signature	Date	Signature	Date

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

Name Jacob Aaron Wylde

Address 8 Hubert Street

Suburb Guildford State WA Postcode 6055

Name

Address

Suburb State Postcode

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. Annexure of changes to General Conditions (form 198)

Signature	Signature

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

CONVEYANCER (Legal Practitioner/Settlement Agent)

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

	BUYER'S REPRESENTATIVE	SELLER'S REPRESENTATIVE
Name		Hillsden Settlements
Signature		

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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 "*Duplicate Certificate of Title*"	Delete the definition of *"Duplicate Certificate of Title".*

Buyer

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Seller

Signature _____

Name Jacob Aaron Wylde

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

WESTERN AUSTRALIA

TITLE NUMBER	
Volume	Folio
2670	**259**

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

REGISTRAR OF TITLES WESTERN AUSTRALIA

LAND DESCRIPTION:

LOT 2 ON SURVEY-STRATA PLAN 53808
TOGETHER WITH A SHARE IN COMMON PROPERTY (IF ANY) AS SET OUT ON THE SURVEY-STRATA PLAN

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

JACOB AARON WYLDE OF 1 PARKVIEW GARDENS HELENA VALLEY WA 6056
(T P816454) REGISTERED 8/12/2023

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

1. INTERESTS NOTIFIED ON THE SURVEY-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. K195276 NOTIFICATION SECTION 165 PLANNING & DEVELOPMENT ACT 2005 LODGED 18/5/2007.
3. P816455 MORTGAGE TO AUSTRALIA & NEW ZEALAND BANKING GROUP LTD REGISTERED 8/12/2023.

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

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

STATEMENTS:

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

SKETCH OF LAND:	SP53808
PREVIOUS TITLE:	2659-848
PROPERTY STREET ADDRESS:	3B HARDY RD, BASSENDEAN.
LOCAL GOVERNMENT AUTHORITY:	TOWN OF BASSENDEAN

NOTE 1: K083219 SECTION 138D TLA APPLIES TO CAVEAT J966872
NOTE 2: K083223 SECTION 138D TLA APPLIES TO CAVEAT K17682

LANDGATE COPY OF ORIGINAL NOT TO SCALE 30/07/2026 09:26 AM Request number: 70181561

Landgate
www.landgate.wa.gov.au

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.

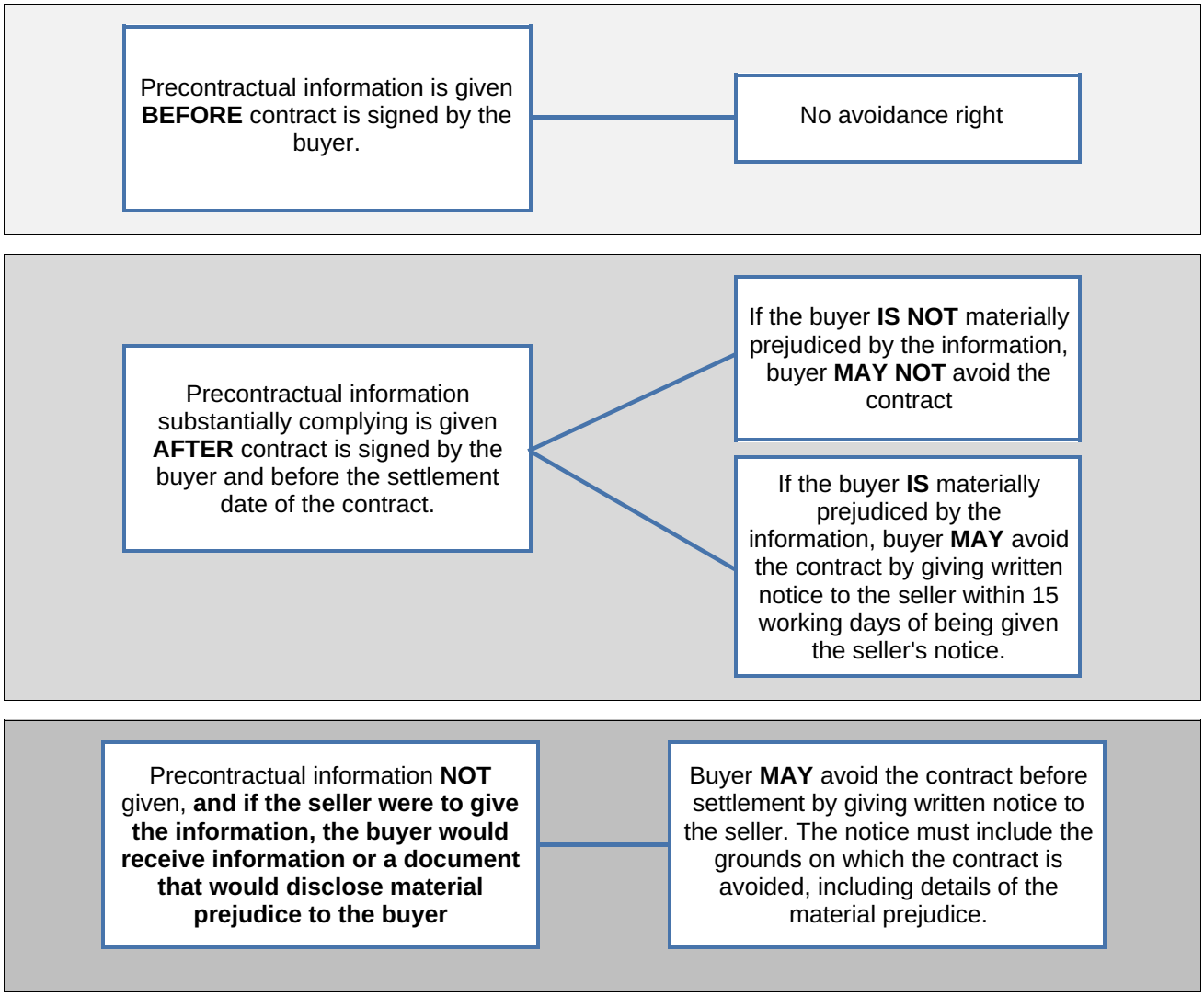
A buyer may consider seeking more information about the lot, the strata company and the strata / survey-strata scheme by asking the seller to provide it, or by making an application to the strata company for more information under section 107 of the Act.

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.

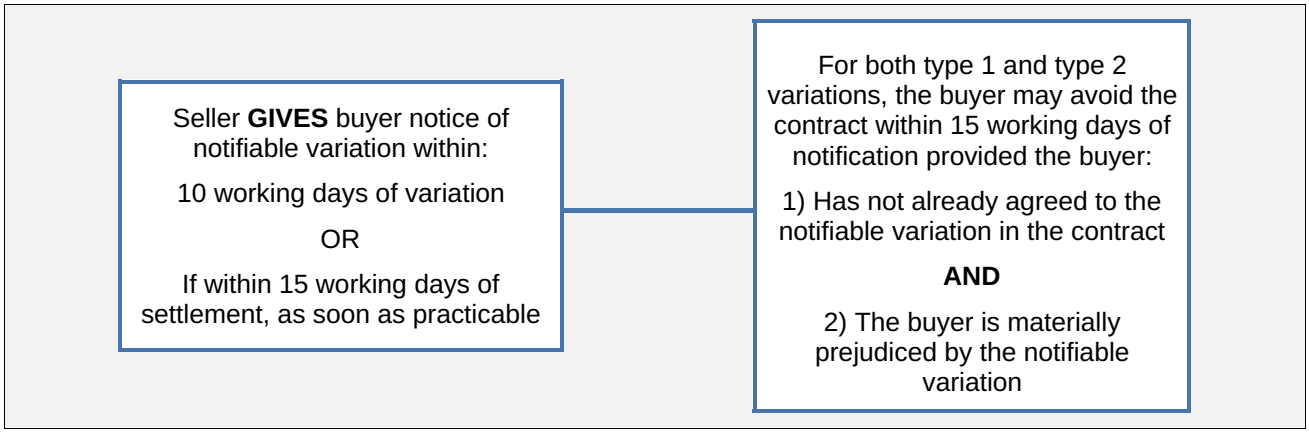
Type 1 and Type 2 notifiable variations are as follows:

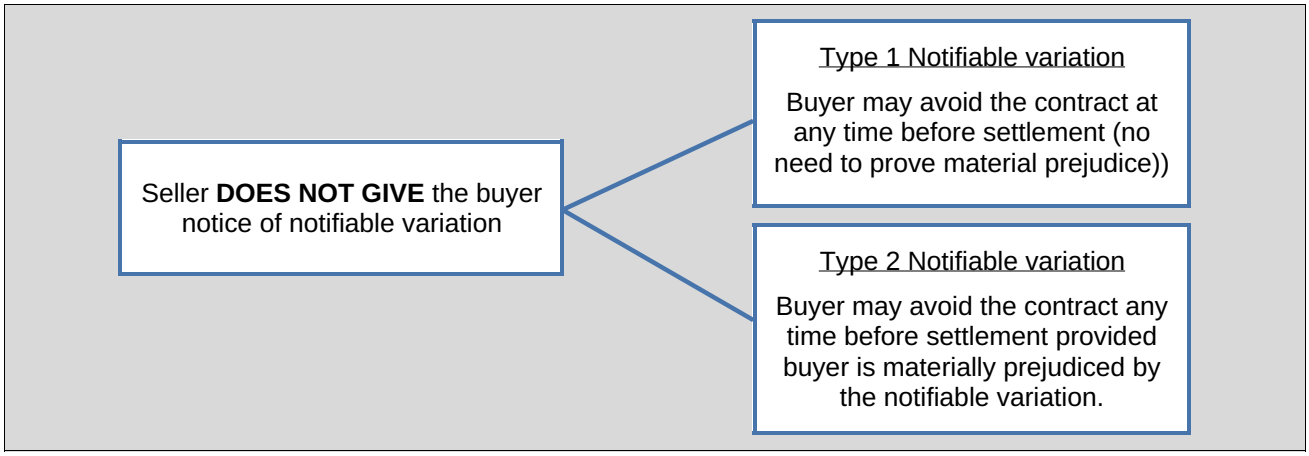
Type 1 Notifiable Variation	Type 2 Notifiable Variation
• The area or size of the lot/proposed lot is reduced by 5% or more from the area or size notified to the buyer before the buyer entered into the contract. • The proportion that the unit entitlement, or a reasonable estimate of the unit entitlement of the lot bears to the sum of the unit entitlements of all the lots is increased/decreased by 5% or more in comparison to that which was notified to the buyer before the buyer entered into the contract. • Anything relating to a proposal for the termination of the strata titles scheme is served on the seller by the strata company. • Any other event classified by the regulations as a type 1 notifiable variation.	• The current/proposed scheme plan or amendment of the scheme plan for the scheme is modified in a way that affects the lot or the common property (that is not a type 1 notifiable variation). • The current/proposed schedule of unit entitlements or amendment of the schedule of unit entitlements for the scheme is modified in a way that affects the lot (that is not a type 1 variation). • The strata company or a scheme developer- (i) enters into a contract for the provision of services or amenities to the strata company or to members of the strata company or a contract that is otherwise likely to affect the rights of the buyer; OR (ii) varies an existing contract of that kind in a way that is likely to affect the rights of the buyer • The current/proposed scheme by-laws are modified. • A lease, licence, right or privilege over the common property in the strata titles scheme is granted or varied. • Any other event classified by the regulations as a type 2 notifiable variation.

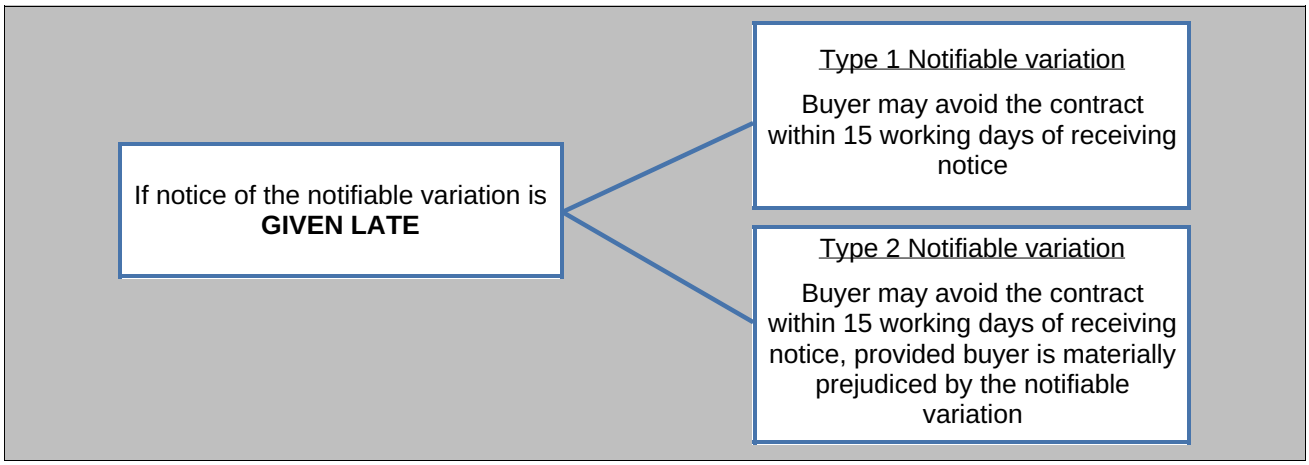
See section 161 and 162 of the Act for further details.

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

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







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

Buyer's right to postpone settlement

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

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

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

Precontractual Disclosure Statement to the Buyer

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

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

Personal information

The seller(s)

Name: Jacob Aaron Wylde

Address: 8 Hubert Street, Guildford WA 6055

Telephone/mobile: 0430 000 137 Email: jakewylde7@gmail.com

Name:

Address:

Telephone/mobile: Email:

Scheme Information

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

Scheme Details

Scheme name: Samphire Heath

Name of the strata company: Samphire Heath

Address for service of the strata company (taken from scheme notice): 3 Hardy Road, Bassendean WA 6054

Name of Strata Manager: N/A

Address of Strata Manager: N/A

Telephone/Mobile: N/A

Email: N/A

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. — N/A

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 — N/A

Additional comments: _____

Minutes (choose one option)

☑ A copy of the minutes of the most recent annual general meeting and any subsequent extraordinary general meeting(s) — Att 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 N/A

If yes, attach a copy.

Lot information (choose all that apply) **Att.**

☑ This lot is on a registered scheme plan

☐ This lot has not yet been created

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

Street address of the lot (if known)
3B Hardy Road, Bassendean WA

Lot 2 on scheme plan no. 53808

(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:				
Reserve fund:				
Other levy (attach details)				Att 6

☑ Actual ☐ Estimated total contribution for the lot $ 300

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

Due dates 1/1/26 on $75.00 1/4/26 on $75.00
1/7/26 on $75.00 1/12/26 on $75.00

Strata levy/contributions/other debts owing

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

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

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

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

Signature _____

Name Jacob Aaron Wylde

Date _____

Signature _____

Name _____

Date _____

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

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

☐ **I** / ☐ **We**[1] understand that the disclosures given by the seller(s) or by the seller's representative are not an offer or a contract to purchase a lot (though they may be included in such contract) but only provide information to ☐ **me** / ☐ **us**[1].

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

[1] Select one.

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SURVEY-STRATA PLAN

53808

SHEET 1 OF 2 SHEETS

PLAN OF
LOT 39 ON DP 45114

CERTIFICATE OF TITLE
VOLUME 2659 FOLIO 848

LOCAL GOVERNMENT
TOWN OF BASSENDEAN

INDEX PLAN
BG34(2) 18.29

FIELD BOOK 101559

SCALE 1 : 400 @ A3

NAME OF SCHEME
SAMPHIRE HEATH

ADDRESS OF PARCEL
3 HARDY ROAD
BASSENDEAN, W.A., 6054 .

MANAGEMENT STATEMENT ☐ YES ☒ NO

LODGED	CERTIFIED CORRECT 3-9-2007
DATE 9-Aug-07	COR 1709-2005V9
FEE PAID $659.00	IN ORDER FOR DEALINGS SUBJECT TO LODGEMENT OF FORM 3.
ASSESS No. 2720219	10.9.2007

REGISTERED

K341995 APPLICATION — FOR REGISTRAR OF TITLES — 13.9.07 DATE

1577 - 02

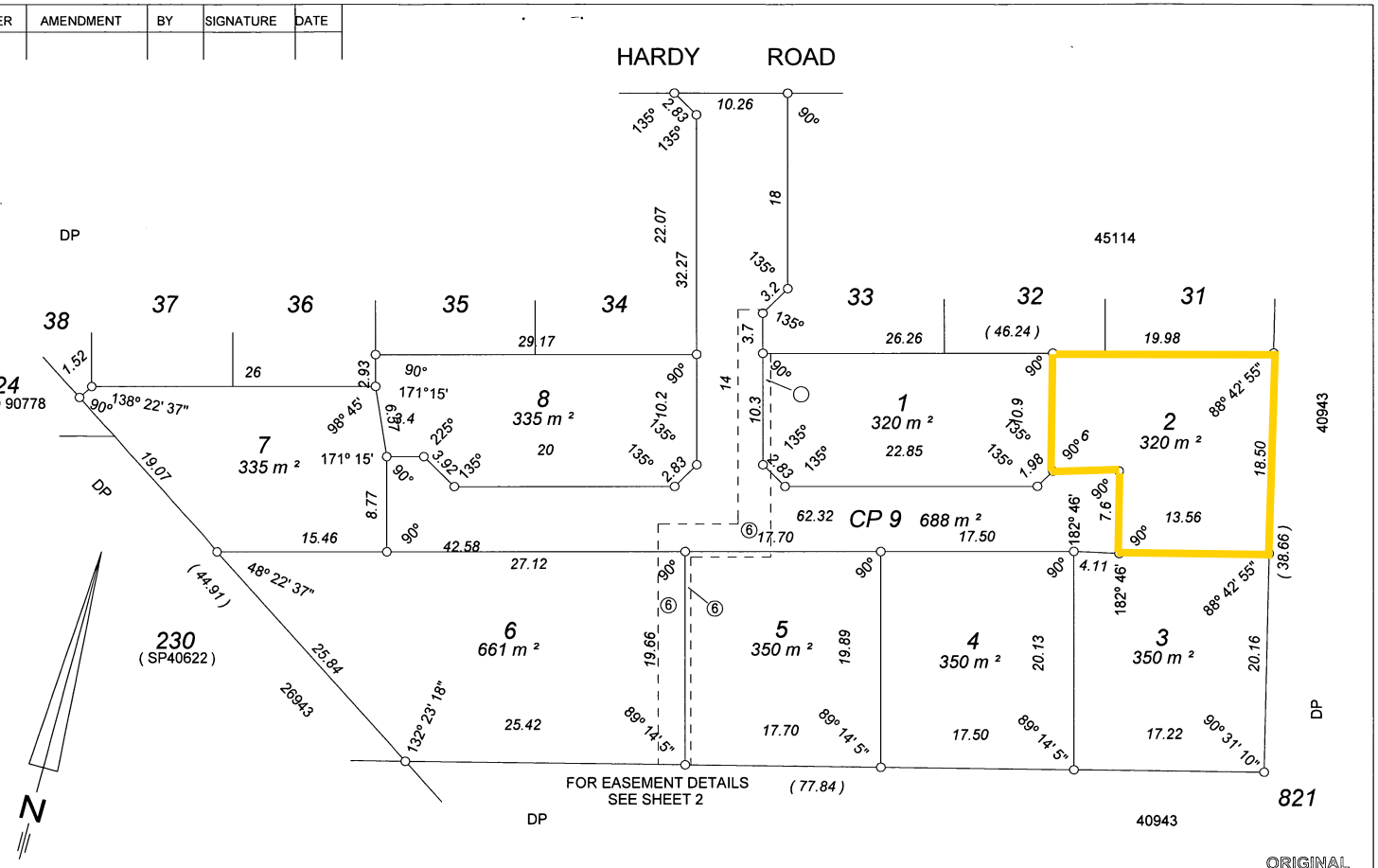
WESTERN AUSTRALIAN PLANNING COMMISSION

Certificate of Approval of W.A.P.C. under Section 25B(2) of Strata Titles Act 1985

Delegated under S.16 P & D Act 2005 — 10/9/07 DATE

Landgate
Western Australian Land Information Authority

ED/VER	AMENDMENT	BY	SIGNATURE	DATE



NEALE SURVEYS
16 MARR STREET MYAREE 6154.
PH 9330 3680 0412 655 599
FAX 9330 3776.

SCALE 1 : 400 @ A3

0 10 20 30

SURVEYOR'S CERTIFICATE - Reg 54

I, P. J. NEALE

hereby certify that this plan is accurate and is a correct representation of the -

(a) *survey; and/~~or~~

(b) *calculations from measurements

[*delete if applicable]

undertaken for the purposes of this plan and that it complies with the relevent written law(s) in relation to which it is lodged

Peter Neale 2007.08.08 15:48:13 + 08'00'

LICENSED SURVEYOR

INTERESTS AND NOTIFICATIONS

SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN	LAND BURDENED	BENEFIT TO	COMMENTS
⑥	EASEMENT (SEWERAGE)	SEC 167 OF THE P & D ACT REG 6	DP 45114	LOTS 1,5,6,CP9	WATER CORPORATION	

STRATA PLAN 53808

Attachment 1

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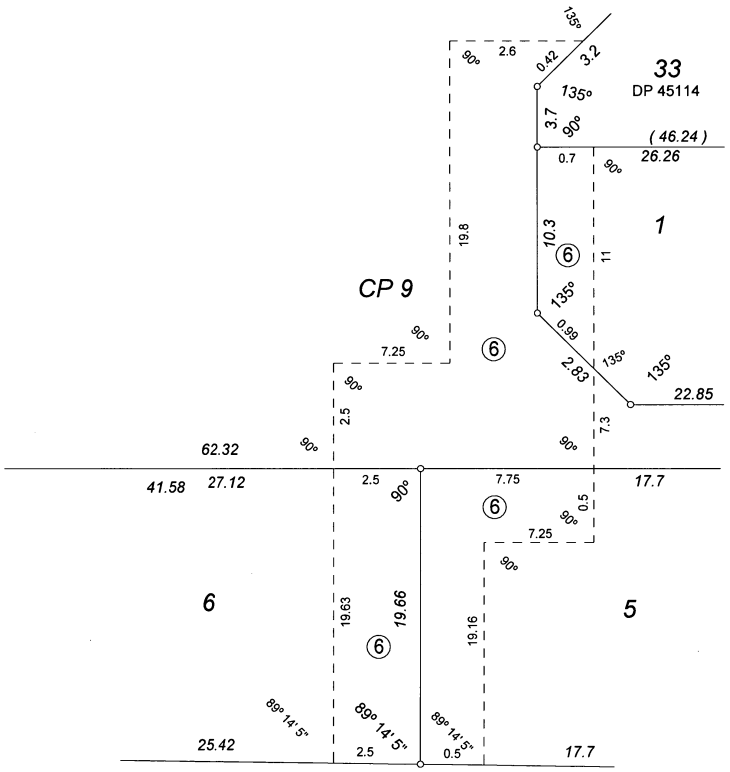
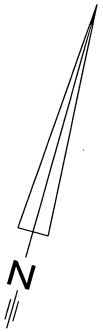
SURVEY - STRATA PLAN
53808

SHEET 2 OF 2 SHEETS

ENLARGEMENT

NOT TO SCALE





NEALE SURVEYS
16 MARR STREET MYAREE 6154.
PH 9330 3680 0412 655 599
FAX 9330 3776.

Attachment 2

FORM 3

SURVEY - STRATA PLAN NO . 53808					
SCHEDULE OF UNIT ENTITLEMENT		OFFICE USE ONLY CURRENT Cs OF TITLE	SCHEDULE OF UNIT ENTITLEMENT		OFFICE USE ONLY CURRENT Cs OF TITLE
LOT No.	UNIT ENTITLEMENT	VOL . FOL .	LOT No.	UNIT ENTITLEMENT	VOL . FOL .
1	1	2670 - 258			
2	1	2670 - 259			
3	1	2670 - 260			
4	1	2670 - 261			
5	1	2670 - 262			
6	1	2670 - 263			
7	1	2670 - 264			
8	1	2670 - 265			
CP 9					
			AGGREGATE	8	

DESCRIPTION OF PARCEL AND BUILDING / PARCEL

EIGHT SURVEY STRATA LOTS AND ONE COMMON PROPERTY LOT SITUATED ON LOT 39 ON DEPOSITED PLAN 45114 AND CONTAINED IN CERTIFICATE OF TITLE VOLUME 2659 FOLIO 848

THE POSTAL ADDRESS IS 3 HARDY ROAD BASSENDEAN W.A. 6054

CERTIFICATE OF LICENSED VALUER
STRATA / SURVEY STRATA

I , ALLAN A. MOORE , 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 per cent more or 5 per cent 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 .

30th August 2007
Date

A A Moore
Signed

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FORM 8

ANNEXURE A OF SURVEY - STRATA PLAN No.53808 REGISTRAR OF TITLES

SCHEDULE OF DEALINGS ON ~~STRATA /~~ SURVEY - STRATA PLAN

DEALINGS REGISTERED OR RECORDED ON ~~STRATA /~~ SURVEY - STRATA PLAN	INSTRUMENT				SIGNATURE OF REGISTRAR OF TITLES
	NATURE	NUMBER	REGIST`D	TIME	

Note : Entries may be affected by subsequent endorsements .

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FORM 8

ANNEXURE 8 OF SURVEY - STRATA PLAN No.53808 REGISTRAR OF TITLES

SCHEDULE OF ENCUMBRANCES ETC.

INSTRUMENT			REGIST`D	SIGNATURE OF REGISTRAR OF TITLES	CANCELLATION				
NATURE	NUMBER				NATURE	NUMBER	REGIST`D	TIME	SIGNATURE OF REGISTRAR OF TITLES
Notification	K195276	Section 165 Planning & Development Act 2005.	Lodged 18.5.07						
		EASEMENT burden created under section 167 P&D Act							
		for Sewerage Purposes to Water Corporation - see							
		Survey-Strata Plan 53808 as created on DP 45114.							

Note : Entries may be affected by subsequent endorsements .

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Survey Strata Plan 53808

Lot	Certificate of Title	Lot Status	Part Lot
1	2670/258	Registered	
2	2670/259	Registered	
3	2670/260	Registered	
4	2670/261	Registered	
5	2670/262	Registered	
6	2670/263	Registered	
7	2670/264	Registered	
8	2670/265	Registered	
9	N/A	Registered	

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Attachment 3

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STRATA TITLES ACT 1985

SCHEDULES

SCHEDULE 1 & SCHEDULE 2 (s39)

Schedule 1 — Governance by-laws

[Heading inserted by No. 30 of 2018 s. 86.]

[Part I heading deleted by No. 58 of 1995 s. 87(1).]

1. Duties of owner

(1) The owner of a lot must —

(a) immediately carry out all work that may be ordered under a written law in respect of the lot other than such work as may be for the benefit of the building generally and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of the lot;

(b) maintain and repair the lot, and keep it in a state of good condition, reasonable wear and tear, and damage by fire, storm, tempest or act of God excepted.

(1A) The owner of a lot must —

(a) notify in writing the strata company immediately on becoming the owner of the lot, including in the notice the owner's address for service for the purposes of this Act; and

(b) if required in writing by the strata company, notify the strata company of any mortgage or other dealing in connection with the lot, including in the case of a lease of a lot, the name of the lessee and the term of the lease.

[Clause 1 amended by No. 58 of 1995 s. 87(2); No. 14 of 1996 s. 4; No. 74 of 2003 s. 112(15); No. 30 of 2018 s. 87.]

[**2.** Deleted by No. 30 of 2018 s. 88.]

3. Power of strata company regarding submeters

(1) If the supply of gas or electricity to a lot is regulated by means of a submeter, the strata company may require the owner or occupier of the lot to pay the strata company by way of security for the payment of charges arising through the submeter an amount not exceeding $200 and, if any amount so paid is applied by the strata company under sub-bylaw (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-bylaw, the strata company may require.

(2) The strata company must lodge every sum received under this by-law to the credit of an interest-bearing ADI account and all interest accruing in respect of amounts so received must, subject to this by-law, be held on trust for the owner or occupier who made the payment.

(3) If the owner or occupier of a lot in respect of which a submeter is used for the supply of gas or electricity refuses or fails to pay any charges due for the supply of gas or electricity to that lot, the strata company may apply in payment of those charges all, or such part as is necessary, of any amount paid to the strata company by that owner or occupier under this by-law, including any interest that may have accrued in respect of that amount.

(4) If a person who has paid an amount under this by-law to a strata company satisfies the strata company that the person is no longer the owner or occupier of a lot and that the strata company no longer has any liability or contingent liability for the supply of gas or electricity to that lot during the period when that person was an owner or occupier of the lot, the strata company must refund to that person the amount then held on the person's behalf under this by-law.

[Clause 3 amended by No. 26 of 1999 s. 104; No. 74 of 2003 s. 112(16); No. 30 of 2018 s. 89.]

4. Constitution of council

(1) The powers and duties of the strata company must, subject to any restriction imposed or direction given at a general meeting, be exercised and performed by the council of the strata company and a meeting of the council at which a quorum is present is competent to exercise all or any of the authorities, functions or powers of the council.

(2) Until the first annual general meeting of the strata company, the owners of all the lots constitute the council.

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(3) If there are not more than 3 lots in the scheme, the council consists of all of the owners of the lots and, if there are more than 3 lots in the scheme, the council consists of not less than 3 nor more than 7 of the owners of the lots, as is determined by the strata company.

(4) If there are more than 3 lots in the scheme, the members of the council must be elected at each annual general meeting of the strata company or, if the number of lots in the scheme increases to more than 3, at an extraordinary general meeting convened for the purpose.

(6) If there are co-owners of a lot, 1 only of the co-owners is eligible to be, or to be elected to be, a member of the council and the co-owner who is so eligible must be nominated by the co-owners, but, if the co-owners fail to agree on a nominee, the co-owner who owns the largest share of the lot is the nominee or, if there is no co-owner who owns the largest share of the lot, the co-owner whose name appears first in the certificate of title for the lot is the nominee.

(8) Except if the council consists of all the owners of lots in the scheme, the strata company may by special resolution remove any member of the council before the expiration of the member's term of office.

(9) A member of the council vacates office as a member of the council –

(a) if the member dies or ceases to be an owner or co-owner of a lot; or

(b) on receipt by the strata company of a written notice of the member's resignation from the office of member; or

(c) at the conclusion of an annual general meeting of the strata company at which an election of members of the council takes place and at which the member is not elected or re-elected; or

(d) in a case where the member is a member of the council by reason of there being not more than 3 owners of lots in the scheme, on an election of members of the council (as a result of there being an increase in the number of owners to more than 3) at which the member is not elected; or

(e) if the member is removed from office under sub-bylaw (8); or

(f) if the Tribunal orders that the member's appointment is revoked and the member is removed from office.

(10) The remaining members of the council may appoint a person eligible for election to the council to fill a vacancy in the office of a member of the council, other than a vacancy arising under sub-bylaw (9)(c) or (d), and any person so appointed holds office, subject to this by-law, for the balance of the predecessor's term of office.

Note for this sub-bylaw: By-law 6(3A) provides for the filling of vacancies in the offices of chairperson, secretary and treasurer.

(11) Except if 1 person is the owner of all of the lots in the scheme, a quorum of the council is 2 if the council consists of 3 or 4 members; 3, if it consists of 5 or 6 members; and 4, if it consists of 7 members.

(12) The continuing members of the council may act even if there is a vacancy in the council, but so long as the number of members is reduced below the number fixed by these by-laws as the quorum of the council, the continuing members or member of the council may act for the purpose of increasing the number of members of the council or convening a general meeting of the strata company, but for no other purpose.

(13) All acts done in good faith by the council, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of any member of the council, are as valid as if that member had been duly appointed or had duly continued in office.

[Clause 4 amended by No. 30 of 2018 s. 90.]

5. Election of council at general meeting

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

(1) The meeting must determine, in accordance with the requirements of by-law 4(3) the number of persons of whom the council is to consist.

(2) The chairperson must call on those persons who are present at the meeting in person or by proxy and entitled to nominate candidates to nominate candidates for election to the council.

(3) A nomination is ineffective unless supported by the consent of the nominee to the nomination, given –

(a) in writing, and furnished to the chairperson at the meeting; or

(b) orally by a nominee who is present at the meeting in person or by proxy.

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(4) When no further nominations are forthcoming, the chairperson –

(a) if the number of candidates equals the number of members of the council determined in accordance with the requirements of by-law 4(3), must declare those candidates to be elected as members of the council;

(b) if the number of candidates exceeds the number of members of the council as so determined, must direct that a ballot be held.

(5) If a ballot is to be held, the chairperson must –

(a) announce the names of the candidates; and

(b) cause to be furnished to each person entitled to vote and present in person or by proxy, a blank form in respect of each lot in respect of which the person is entitled to vote for use as a ballot form.

(6) A person who is entitled to vote must complete a valid ballot form by –

(a) writing on the form the names of candidates, equal in number to the number of members of the council so that no name is repeated; and

(b) indicating on the form the number of each lot in respect of which the person's vote is cast and whether the person so votes as owner or first mortgagee of each such lot or as proxy of the owner or first mortgagee; and

(c) signing the ballot form; and

(d) returning it to the chairperson.

(7) The chairperson, or a person appointed by the chairperson, must count the votes recorded on valid ballot forms in favour of each candidate.

(8) Subject to sub-bylaw (9), candidates, being equal in number to the number of members of the council determined in accordance with by-law 4(3), who receive the highest numbers (in terms of lots or unit entitlements as required under the *Strata Titles Act 1985* section 122) of votes are to be declared elected to the council.

(9) If the number (in terms of lots or unit entitlements as required under the *Strata Titles Act 1985* section 122) of votes recorded in favour of any candidate is the lowest of the numbers of votes referred to in sub-bylaw (8) and –

(a) that number equals the number of votes recorded in favour of any other candidate; and

(b) if each of those candidates were to be declared elected the number of persons elected would exceed the number of persons required to be elected, as between those candidates, the election must be decided by a show of hands of those entitled to vote and present in person or by proxy.

[Clause 5 amended by No. 74 of 2003 s. 112(17)-(19); No. 30 of 2018 s. 91.]

6. Chairperson, secretary and treasurer of council

(1) The members of a council must, at the first meeting of the council after they assume office as such members, appoint a chairperson, a secretary and a treasurer of the council.

(2) A person –

(a) must not be appointed to an office referred to in sub-bylaw (1) unless the person is a member of the council; and

(b) may be appointed to 1 or more of those offices.

(3) A person appointed to an office referred to in sub-bylaw (1) holds office until the first of the following events happens –

(a) the person ceases to be a member of the council under by-law 4(9);

(b) receipt by the strata company of a written notice of the person's resignation from that office;

(c) another person is appointed by the council to hold that office.

(3A) The remaining members of the council must appoint a member of the council to fill a vacancy in an office referred to in sub-bylaw (1), other than a vacancy arising under by-law 4(9)(c) or (d), and any person so appointed holds office, subject to this by-law, for the balance of the predecessor's term of office.

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(4) The chairperson is to preside at all meetings of the council but, if the chairperson is absent from, or is unwilling or unable to preside at, a meeting, the members of the council present at that meeting can appoint 1 of their number to preside at that meeting during the absence of the chairperson.

[Clause 6 amended by No. 30 of 2018 s. 92.]

7. Chairperson, secretary and treasurer of strata company

(1) Subject to sub-bylaw (2), the chairperson, secretary and treasurer of the council are also respectively the chairperson, secretary and treasurer of the strata company.

(2) A strata company may at a general meeting authorise a person who is not an owner of a lot to act as the chairperson of the strata company for the purposes of that meeting.

(3) A person appointed under sub-bylaw (2) may act until the end of the meeting for which the person was appointed to act.

[Clause 7 inserted by No. 58 of 1995 s. 87(3); amended by No. 74 of 2003 s. 112(20); No. 30 of 2018 s. 93.]

8. Meetings of council

(1) At meetings of the council, all matters must be determined by a simple majority vote.

(2) The council may –

(a) meet together for the conduct of business and adjourn and otherwise regulate its meetings as it thinks fit, but the council must meet when any member of the council gives to the other members not less than 7 days' notice of a meeting proposed by the member specifying in the notice the reason for calling the meeting; or

(b) employ or engage, on behalf of the strata company, any person as it thinks is necessary to provide any goods, amenity or service to the strata company; or (c) subject to any restriction imposed or direction given at a general meeting of the strata company, delegate to 1 or more of its members such of its powers and duties as it thinks fit, and at any time revoke the delegation.

(3) A member of a council may appoint an owner of a lot, or an individual authorised under the *Strata Titles Act 1985* section 136 by a corporation which is the owner of a lot, to act in the member's place as a member of the council at any meeting of the council.

(4) An owner of a lot or individual may be appointed under sub-bylaw (3) whether or not that person is a member of the council.

(5) If a person appointed under sub-bylaw (3) is a member of the council the person may, at any meeting of the council, separately vote in the person's capacity as a member and on behalf of the member in whose place the person has been appointed to act.

[Clause 8 amended by No. 30 of 2018 s. 94.]

9. Powers and duties of secretary of strata company

The powers and duties of the secretary of a strata company include –

(a) the preparation and distribution of minutes of meetings of the strata company and the submission of a motion for confirmation of the minutes of any meeting of the strata company at the next such meeting; and

(b) the giving on behalf of the strata company and of the council of the notices required to be given under the Act; and

(c) the supply of information on behalf of the strata company in accordance with the *Strata Titles Act 1985* sections 108 and 109; and

(d) the answering of communications addressed to the strata company; and

(e) the calling of nominations of candidates for election as members of the council; and

(f) subject to the *Strata Titles Act 1985* sections 127, 128, 129, 200(2)(f) and

(g) the convening of meetings of the strata company and of the council.

[Clause 9 amended by No. 30 of 2018 s. 95.]

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10. Powers and duties of treasurer of strata company

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

(a) the notifying of owners of lots of any contributions levied under the Strata Titles Act 1985; and

(b) the receipt, acknowledgment and banking of and the accounting for any money paid to the strata company; and

(c) the preparation of any certificate applied for under the *Strata Titles Act 1985* section 110; and

(d) the keeping of the records of account referred to in the *Strata Titles Act 1985* section 101 and the preparation of the statement of accounts referred to in the *Strata Titles Act 1985* section 101.

[Clause 10 amended by No. 30 of 2018 s. 96.]

[**11-15.** Deleted by No. 30 of 2018 s. 97.]

Schedule 2 – Conduct by-laws

[Heading inserted by No. 30 of 2018 s. 98.]

1. Vehicles and parking

(1) An owner or occupier of a lot must take all reasonable steps to ensure that the owner's or occupier's visitors comply with the scheme by-laws relating to the parking of motor vehicles.

(2) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the strata company.

[Clause 1 inserted by No. 30 of 2018 s. 99.]

2. Use of common property

An owner or occupier of a lot must –

(a) use and enjoy the common property in such a manner as not unreasonably to interfere with the use and enjoyment of the common property by other owners or occupiers of lots or of their visitors; and

(b) not use the lot or permit it to be used in such manner or for such purpose as causes a nuisance to an occupier of another lot (whether an owner or not) or the family of such an occupier; and

(c) take all reasonable steps to ensure that the owner's or occupier's visitors do not behave in a manner likely to interfere with the peaceful enjoyment of an owner or occupier of another lot or of a person lawfully using common property; and

(d) not obstruct lawful use of common property by any person.

[Clause 2 inserted by No. 30 of 2018 s. 100.]

3. Damage to lawns etc. on common property

Except with the approval of the strata company, an owner or occupier of a lot must not –

(a) damage any lawn, garden, tree, shrub, plant or flower on common property; or

(b) use any portion of the common property for the owner's or occupier's own purposes as a garden.

[Clause 3 amended by No. 30 of 2018 s. 101.]

4. Behaviour of owners and occupiers

An owner or occupier of a lot must be adequately clothed when on common property and must not use language or behave in a manner likely to cause offence or embarrassment to an owner or occupier of another lot or to any person lawfully using common property.

[Clause 4 amended by No. 30 of 2018 s. 102.]

[**5.** Deleted by No. 30 of 2018 s. 103.]

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6. Depositing rubbish etc. on common property

An owner or occupier of a lot must not deposit or throw on that lot or any other lot or the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of an owner or occupier of another lot or of any person lawfully using the common property.

[Clause 6 amended by No. 58 of 1995 s. 88(2); No. 30 of 2018 s. 104.]

7. Drying of laundry items and signage

An owner or occupier of a lot must not, except with the consent in writing of the strata company –

(a) hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building, other than for a reasonable period on any lines provided by the strata company for the purpose; or

(b) display any sign, advertisement, placard, banner, pamphlet or like matter on any part of their lot in such a way as to be visible from outside the building.

[Clause 7 amended No. 30 of 2018 s. 105.] [Former By-law 8 repealed by No. 58 of 1995 s. 88(3).]

8. Storage of inflammable liquids etc.

An owner or occupier of a lot must not, except with the written approval of the strata company, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material, other than chemicals, liquids, gases or other materials used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

[Clause 8, formerly by-law 9, renumbered as by-law 8 by No. 58 of 1995 s. 88(4); amended by No. 30 of 2018 s. 106.]

9. Moving furniture etc. on or through common property

An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless that person has first given to the council sufficient notice of their intention to do so to enable the council to arrange for its nominee to be present at the time when that person does so.

[Clause 9, formerly by-law 10, renumbered as by-law 9 by No. 58 of 1995 s. 88(4); amended by No. 30 of 2018 s. 107.]

10. Floor coverings

An owner of a lot must ensure that all floor space within the lot (other than that comprising kitchen, laundry, lavatory or bathroom) is covered or otherwise treated to an extent sufficient to prevent the transmission therefrom of noise likely to disturb the peaceful enjoyment of an owner or occupier of another lot.

[Clause 10, formerly by-law 11, renumbered as by-law 10 by No. 58 of 1995 s. 88(4); amended by No. 30 of 2018 s. 108.]

11. Garbage disposal

An owner or occupier of a lot must –

(a) maintain within their lot, or on such part of the common property as may be authorised by the strata company, in clean and dry condition and adequately covered, a receptacle for garbage;

(b) comply with all local laws relating to the disposal of garbage; (c) ensure that the health, hygiene and comfort of an owner or occupier of any other lot is not adversely affected by their disposal of garbage.

[Clause 11, formerly by-law 12, renumbered as by-law 11 by No. 58 of 1995 s. 88(4); amended by No. 57 of 1997 s. 115(5); No. 30 of 2018 s. 109.]

12. Additional duties of owners and occupiers

An owner or occupier of a lot must not –

(a) use the lot for a purpose that may be illegal or injurious to the reputation of the building; or

(b) make undue noise in or about the lot or common property; or

(c) keep animals on the lot or the common property after notice in that behalf given to that person by the council.

[Clause 12 inserted by No. 58 of 1995 s. 88(5); amended by No. 74 of 2003 s. 112(22); No. 30 of 2018 s. 110.]

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13. Notice of alteration to lot

An owner of a lot must not alter or permit the alteration of the structure of the lot except as may be permitted and provided for under the Act and the by-laws and in any event must not alter the structure of the lot without giving to the strata company, not later than 14 days before commencement of the alteration, a written notice describing the proposed alteration.

[Clause 13 inserted by No. 58 of 1995 s. 88(5); amended by No. 30 of 2018 s. 111.]

14. Appearance of lot

An owner or occupier of a lot must not, without the written consent of the strata company, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

[Clause 14 inserted by No. 58 of 1995 s. 88(5); amended by No. 30 of 2018 s. 112.]

15. Decoration of, and affixing items to, inner surface of lot

An owner or occupier of a lot must not, without the written consent of the strata company, paint, wallpaper or otherwise decorate a structure which forms the inner surface of the boundary of the lot or affix locking devices, flyscreens, furnishings, furniture, carpets and other similar things to that surface, if that action will unreasonably damage the common property.

[Clause 15 inserted by No. 30 of 2018 s. 113.]

Attachment 4

Minutes of Annual General Meeting
3 Hardy Road, Bassendean WA
Survey Strata Plan 53808

Held at 3E Hardy Road
Bassendean WA

Held on 11th April 2026

Attended: Christine Coles (Lot 4)
Sam and Reggie Michael (Lot 8)
Alan and Sheree Hunt (Lot 5)
Richard Foster (Lot 1)
Davina Sandhu (Lot 3)

Guests: None

Meeting Opened: 9.40am

Apologies: Jacob Wylde (Lot 2)
Har Sandhu (Lot 3)
Adam and Nancy Fraser (Lot 6)
Aaron Smith (Lot 7)

Proxies: Nil

Minutes of Previous AGM:
Moved: Sam Michael, seconded Reggie Michael:
That the minutes of the AGM dated 22nd February 2025 are true and correct. Carried

Election of Council Officers:
Christine Coles *was elected unopposed to the Office of Chairperson*
Alan Vere Bowles Hunt *was elected unopposed to the Office of Treasurer*
Sheridan Vere Bowles Hunt *was elected unopposed to the Office of Secretary*

Council of Owners:
Richard Foster, Christine Coles, Alan and Sheree Hunt, Sam and Reggie Michael, Jacob Wylde, Adam and Nancy Fraser, Har and Davina Sandhu and Aaron Smith *will form the Council of Owners and will meet as required.*

Special Business:
None

Meeting Closed: 9:45am

Sheridan Cynthia Vere Bowles Hunt
Secretary

Christine Jane Coles
Chairperson

Minutes of Council of Owners Meeting
3 Hardy Road, Bassendean WA
Survey Strata Plan 53808

Held at 3E Hardy Road
Bassendean WA

Held on 11th April 2026

Attended: Christine Coles (Lot 4)
Sam and Reggie Michael (Lot 8)
Alan and Sheree Hunt (Lot 5)
Richard Foster (Lot 1)
Davina Sandhu (Lot 3)

Guests: None

Meeting Opened: 9:46am

Apologies: Har Sandhu (Lot 3)
Jacob Wylde (Lot 2)
Adam and Nancy Fraser (Lot 6)
Aaron Smith (Lot 7)

Proxies: Nil

Minutes of Previous Meeting:
Moved: Christine Coles, seconded Sam Michael:
That the minutes of the Council of Owners Meeting dated 22nd February 2025 are true and correct. Carried

Special Business:

1. Insurance Renewal:

Sheree Hunt renewed the strata insurance with AAMI on the 17th February 2026, ensuring the cover is compliant with sections 97 to 99 of the Act. She phoned AAMI to enquire why the premium for 2026 has risen from $922.98 in 2025 to $1,338.24. The same reasons were outlined as the previous year:

- All the houses are now owner-occupied making AAMI liable for increased claims from owners.
- Increased cost of running the business
- Increase in claims
- Suburb where the insurance is held

In order to reduce the premium, the amount of cover could be reduced and/or excesses could be increased. These options will be considered before renewing the insurance for 2027.

Christine contacted an Insurance Broker to make enquiries about which companies insure strata properties and the cost of insurance. The cost of insuring with other insurance companies proved to be significantly more expensive than AAMI.

2. Financial Report.

The balance remaining in the Strata Westpac bank account on the 9th April 2026 after payments and withdrawals was $1,879.77.

Future Financial Reporting will be done by calendar year – January to December.

The Transaction Report and Budget are attached.

3. Levies:

It was unanimously agreed that the levies should be invoiced once per annum at the start of the year for the four quarters, and paid in one lump sum and should remain at $75.00 per quarter for each lot for 2026 to make provision for increased cost of insurance premiums, the construction of a new street number pillar and other costs that may arise.

4. Street Number Pillar:

Alan Hunt and Richard Foster will modify the design of the limestone strata number pillar. It was suggested that the pillar should be symmetrical, elevated and include capping. The numbers should be clearly visible from the road on two sides and include solar LED lighting for night visibility. Alan will source a bricklayer to help with the construction. There was no resolution for the disposal of the old number pillar.

5. Resident Bins:

Christine volunteered to approach Bassendean Council to come up with a solution for placing the bins on the verge for collection. It was suggested that paving could be placed slightly back from the edge of council verge both sides of the strata road to allow more practical placement of the bins and better visibility of oncoming traffic. Christine will raise the issue of possible access to services beneath the paving.

6. Water Charges:

Before a water meter was installed on lot 3 the water consumption during the building of the house was charged to the Master Meter. The owner of Lot 3 refunded the charges. At the completion of the build, the water bills from 21st May 2025 to the 19th November 2025 were zero. The last 2 bills 19th November 2025 to 24th January 2026 and 24th January 2026 to 23rd March 2026 were $2.05 and $22.57 respectively. Sheree contacted the Water Corporation to enquire the reason for these charges. She was informed that the charges were likely due to leaking at the site of the vacant blocks or leaking from the underground piping.

Alan took periodic readings of the water meters at the houses in the strata and the master meter and tabulated the discrepancies. The table is attached.

Sam suggested and it was agreed by the Council of Owners that we request the installation of water meters on Lots 2 and 6 to rule out possible leaking at those sites. The installation of the meters was provided for by the developer and therefore should be free of charge for the owners of the lots.

Meeting Closed: 10.34am

Sheridan Cynthia Vere Bowles Hunt
Secretary

Christine Jane Coles
Chairperson

Attachment 5

3 Hardy Road Strata Transaction Report

Date	Decription	Debit	Credit	Balance	Category	Comment	Checks
30/06/2023	**Calendar Year 2023 Closing Balance**			**282.93**		**FY Balance**	
6/07/2023	DEPOSIT CHRISTINE COLES Lot4 Levie C Coles		50	332.93	Levy	Levy payment 3D Hardy Rd (lot 4 Coles)	332.93
10/07/2023	DEPOSIT-OSKO PAYMENT 2263155 SHERIDAN VERE BOWLES HUNT Hunt 1st Qtr Strata Levy 3 Hardy Rd Hunt 1st Qtr Strata Levy 3 Hardy Rd 08 JUL 2023		50	382.93	Levy	Levy payment 3E Hardy Rd (Lot 5 Hunt)	382.93
10/07/2023	DEPOSIT-OSKO PAYMENT 2305881 RICHARD FOSTER Strata lot 1 Strata lot 1		50	432.93	Levy	Levy payment 3A Hardy Rd (lot 1)	432.93
10/07/2023	DEPOSIT StreamlinedTrust LOT13 Water		314.28	747.21	Water	Water (Lot 3?)	747.21
20/07/2023	DEPOSIT-OSKO PAYMENT 2344041 UPSTREAM INTERNATIONAL SOLUTIONS PT 3c Upstream		50	797.21	Levy	Levy payment 3C Hardy Rd (Lot 3)	797.21
21/07/2023	WITHDRAWAL MOBILE 1795257 PYMT Stephen Cl	-314.28		482.93	Insurance	Payment to Sclarke???	1111.49
26/07/2023	DEPOSIT Proto Star PL Levy Lot 2 6 8		150	632.93	Levy	Levy payments (lots 2, 6, 7 Clarke)	632.93
31/07/2023	DEPOSIT-OSKO PAYMENT 2823502 R MICHAEL Strata Fees 29 JUL 2023		50	682.93	Levy	Levy payment 3H Hardy Rd (Lot 8 Michael)	682.93
1/09/2023	PAYMENT BY AUTHORITY TO WATER CORP 9016220092	-40.01		642.92	Water	Water Authority - Imbalance	722.94
4/10/2023	DEPOSIT-OSKO PAYMENT 2859463 RICHARD FOSTER Strata lot 1 R Foster Strata lot 1 R Foster		50	692.92	Levy	Levy payment 3A Hardy Rd (lot 1)	692.92
5/10/2023	DEPOSIT CHRISTINE COLES Lot 4 Strata Fees		50	742.92	Levy	Levy payment 3D Hardy Rd (lot 4 Coles)	742.92
5/10/2023	DEPOSIT SC Proto Star Lot 2 6 and 7 Levy		150	892.92	Levy	Levy payments lots 2, 6, 7	892.92
19/10/2023	DEPOSIT-OSKO PAYMENT 2142033 SHERIDAN VERE BOWLES HUNT A. Hunt Levies - 3 Hardy rd		50	942.92	Levy	Levy payment 3E Hardy Rd (Lot 5 Hunt)	942.92
20/10/2023	DEPOSIT-OSKO PAYMENT 2018441 UPSTREAM INTERNATIONAL SOLUTIONS PT Upstream Int Solution 2nd quarter fee		50	992.92	Levy	Levy payment 3C Hardy Rd (Lot 3)	992.92
27/10/2023	DEPOSIT-OSKO PAYMENT 2775622 R MICHAEL Lot 8 2nd Quarter		50	1042.92	Levy	Levy payment 3H Hardy Rd (Lot 8 Michael)	1042.92
29/01/2024	DEPOSIT-OSKO PAYMENT 2691502 RICHARD FOSTER Strata lot 1 R Foster Strata lot 1 R Foster 26 JAN 2024		200	1242.92	Levy	Levy payment 3A Hardy Rd (lot 1)	1242.92
29/01/2024	DEPOSIT 2863875 CHRISTINE COLES C Coles Lot 4 Levies 2024 26 JAN 2024		200	1442.92	Levy	Levy payment 3D Hardy Rd (lot 4 Coles)	1442.92
30/01/2024	DEPOSIT-OSKO PAYMENT 2811807 SHERIDAN VERE BOWLES HUNT A & S Hunt Levies 2024 strata levies		200	1642.92	Levy	Levy payment 3E Hardy Rd (Lot 5 Hunt)	1642.92
30/01/2024	WITHDRAWAL ONLINE 4803813 BPAY AAMI Strata Insurance	-698.04		944.88	Insurance	AAMI - Strata Insurance payment	2340.96
1/02/2024	DEPOSIT-OSKO PAYMENT 2462106 ProtoStar Boston Lot 6 Levies x 4Q Lot 6 Levies x 4 quarters		200	1144.88	Levy	Levy payments 3B, F, G (Lots 2, 6, 7 Clarke)	1144.88
1/02/2024	DEPOSIT-OSKO PAYMENT 2498129 Proto Star Lot 7 Levies x 4 quarters Lot 7 Levies x 4 quarters		200	1344.88	Levy	Levy payments lots 2, 6, 7	1344.88
5/02/2024	DEPOSIT-OSKO PAYMENT 2280058 UPSTREAM INTERNATIONAL SOLUTIONS PT Upstream International S/F Upstream InternationalS/F StrataFee		200	1544.88	Levy	Levy payment 3C Hardy Rd (Lot 3)	1544.88
12/02/2024	DEPOSIT-OSKO PAYMENT 2900107 R MICHAEL Strata fee Lot 8 10 FEB 2024		200	1744.88	Levy	Levy payment 3H Hardy Rd (Lot 8 Michael)	1744.88
19/02/2024	DEPOSIT-OSKO PAYMENT 2646054 Mr Jacob Aaron Wylde Strata Levies 17 FEB 2024		200	1944.88	Levy	Levy payment 3G Hardy Rd (Lot 7 Aaron)	1944.88
20/02/2024	DEPOSIT AAMI INSURANCE 2394036		55.13	2000.01	Insurance	DEP	2000.01
8/04/2024	PAYMENT BY AUTHORITY TO WATER CORP 9016220092	9.76		1990.25	Water	PAYMENT	1990.25
6/06/2024	PAYMENT BY AUTHORITY TO WATER CORP 9016220092	56.64		1933.61	Water	PAYMENT	1933.61
	FY2024 Income and Expenditure Totals	**-985.93**	**2769.41**			**FY Subtotals**	
30/06/2023	**Calendar Year 2024 Closing Balance**			**1933.61**		**FY Balance**	

Attachment 6

Levies Invoice Lot 2.xlsx

Survey Strata 53808

3 Hardy Road

Bassendean WA 6054

Jacob Wylde - Lot 2

Invoice Date: 25/2/2025

Invoice For: Levies 2025 - 4 Quarters

Item #	Description	Qty	Unit Price	Discount	Price
Lot 2 (3B)	Levies 1/1/2025 to 31/3/2025	1	75		75
Lot 2 (3B)	Levies 1/4/2025 to 30/6/2025	1	75		75
Lot 2 (3B)	Levies 1/7/2025 to 30/9/2025	1	75		75
Lot 2 (3B)	Levies 1/10/2025 to 31/12/2025	1	75		75
					0
					0
					0
					0
					0
					0
					0
					0
				Invoice Subtotal	300
				Tax Rate	
				Sales Tax	0
				Other	
Westpac, Account Name: Survey-Strat Plan 53808, BSB: 036087, Account No: 867786				Deposit Received	
Total due in 30 days.				**TOTAL**	300

K195276 NO
18 May 2007 08:28:31 Midland

REG $ 82.00

NOTIFICATION

LODGED BY

ADDRESS P.J. NEALE SURVEYS
16 Marr Street
Myaree WA 6154

PHONE NO. Ph 08 9330 3680 Fax 08 9330 3776

FAX NO.

REFERENCE NO.

ISSUING BOX NO. 999L

PREPARED BY

ADDRESS P.J. NEALE SURVEYS
16 Marr Street
Myaree WA 6154
Ph 08 9330 3680 Fax 08 9330 3776

PHONE NO. FAX NO.

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

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

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

Received items

Nos. 0

Receiving Clerk

ENDORSING INSTRUCTIONS

EXAMINED

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

Initials of signing officer

31

REGISTRAR OF TITLES

LANDGATE COPY OF ORIGINAL NOT TO SCALE 30/07/2026 09:31 AM Request number: 70181607

Landgate
www.landgate.wa.gov.au

Form Approval 83582

WESTERN AUSTRALIAN PLANNING COMMISSION

FILE No. 121113

TO REGISTRAR OF TITLES
REGISTRAR OF DEEDS AND TRANSFERS

NOTIFICATION

PLANNING AND DEVELOPMENT ACT 2005

THE LAND SET OUT IN THE
SCHEDULE IS LAND TO WHICH SECTION 165 OF
THE PLANNING AND DEVELOPMENT ACT 2005 APPLIES

SCHEDULE

DESCRIPTION OF LAND	EXTENT	VOLUME	FOLIO
LOT ~~1~~ 39 ~~(INCL)~~ ON DEPOSITED PLAN 45114		2584	599

REGISTERED PROPRIETOR OF LAND

STEPHEN CLARK 1 HARDY ROAD BASSENDEAN

HAZARDS OR OTHER FACTORS SERIOUSLY AFFECTING THE LAND

The Department of Environmental Protection advises that there is evidence of site contamination at 2 metres below the ground surface. Prior to further excavation works on the site (including the installation of bores), a detailed investigation may need to be undertaken. Upon the outcome of this investigation remediation and validation of the site may need to be undertaken to the satisfaction of the Department of environmental Protection and the Department of Health. You are advised to seek further clarification from the Department of Health and the Department of Environmental Protection.

Dated this 7 day of May 20 07

Nola Chell

For: WESTERN AUSTRALIAN PLANNING COMMISSION

NOLA CHELL

LANDGATE COPY OF ORIGINAL NOT TO SCALE 30/07/2026 09:31 AM Request number: 70181607

Landgate
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