

# 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:

Address

Suburb  State  Postcode

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

Suburb  State  Postcode

Lot  Deposited/Survey/Strata/Diagram/Plan  Whole / Part Vol  Folio

A **deposit** of \$  of which \$  is paid now and \$  to be paid within  days of acceptance to be held by

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

**Purchase Price**

**Settlement Date**

**Property Chattels** including

**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 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 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**

**Address**

**Suburb**  **State**  **Postcode**

**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. <input type="text" value="Certificate of Title"/>
5. <input type="text" value="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. <input type="text" value="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
<b>Name</b>	<input type="text"/>	<input type="text"/>
<b>Signature</b>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>

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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 Natasha Kathryn Tryl

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

12/42 Kinsella Street, Joondanna WA 6060

**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 ~~Consultant~~ **Registered Builder**. 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**

# AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR TIMBER PESTS



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## ANNEXURE B

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

12/42 Kinsella Street, Joondanna WA 6060

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**

# 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.

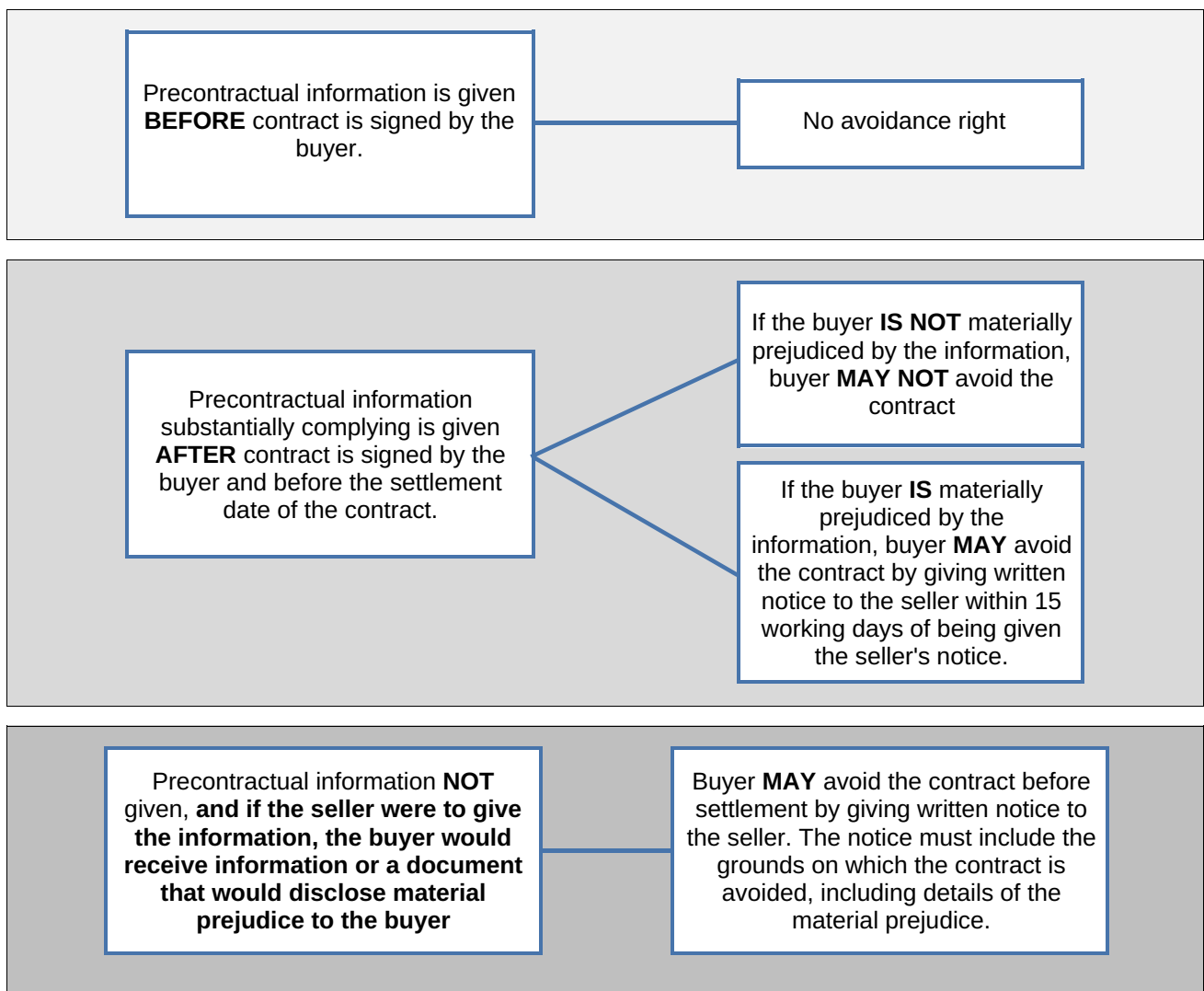
A buyer may consider seeking more information about the lot, the strata company and the strata / survey-strata scheme by asking the seller to provide it, or by making an application to the strata company for more information under section 107 of the Act.

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.

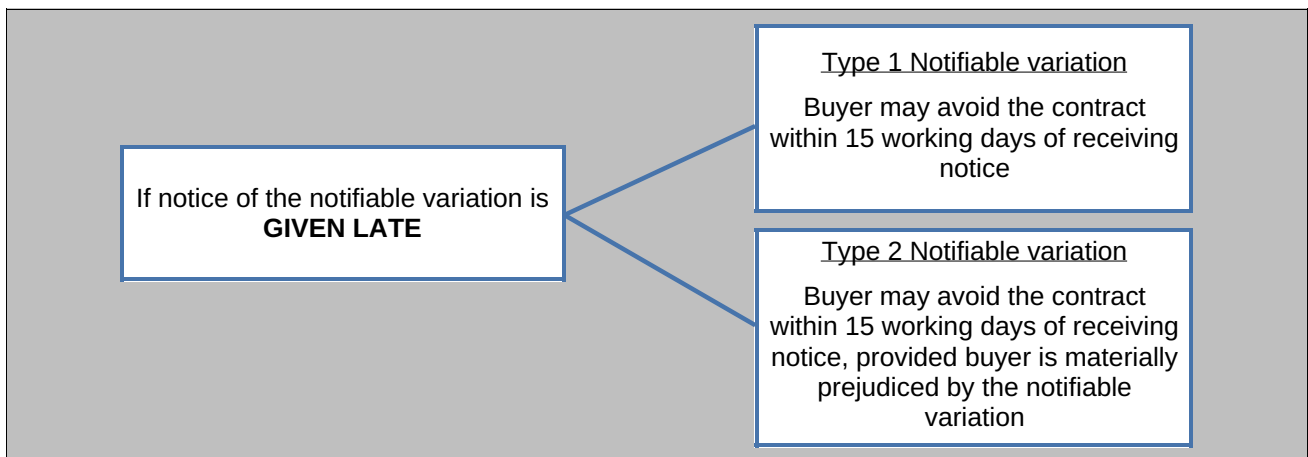
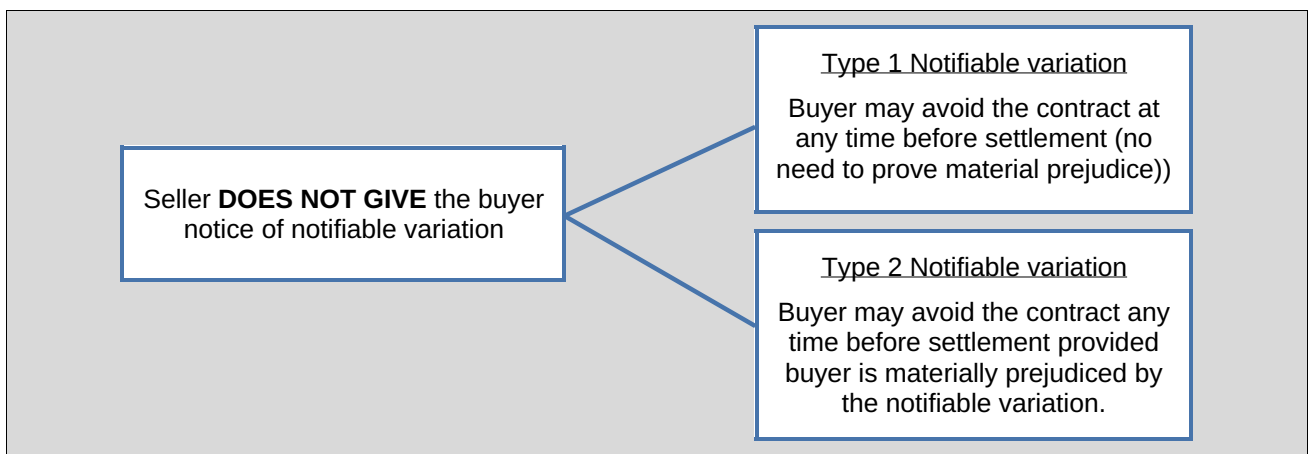
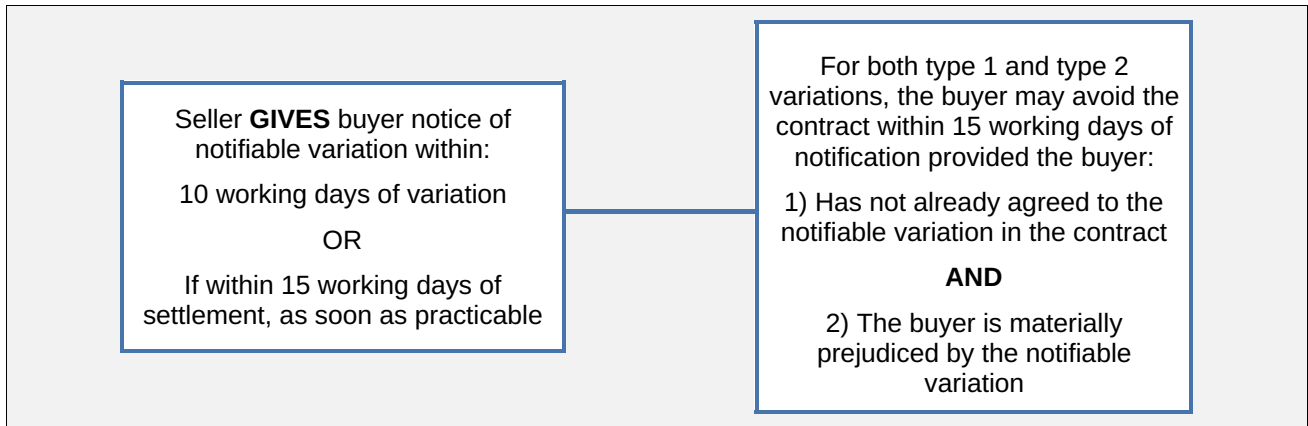
Type 1 and Type 2 notifiable variations are as follows:

<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 Natasha Kathryn Tryl  
 Address 11 Marnane Road, Tolga QLD 4882  
 Telephone/mobile 0416 122 982 Email na.tarsha@live.com

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone/mobile \_\_\_\_\_ Email \_\_\_\_\_

### Scheme Information

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

#### Scheme Details

Scheme name Joondanna Rise Apartments  
 Name of the strata company Joondanna Rise Apartments  
 Address for service of the strata company (taken from scheme notice) 42 Kinsella Street, Joondanna WA 6060  
 Name of Strata Manager Strata Asset Services (WA) Pty Ltd  
 Address of Strata Manager Suite 2, 185 Main Street, Osborne Park  
 Telephone/Mobile 08 9345 3522  
 Email manage@strata-wa.com.au

The status of the scheme is:

- proposed  
 registered

The scheme type is:

- strata  
 survey-strata

The tenure type is

- freehold  
 leasehold

~~For leasehold only:~~

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

~~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. N/A  
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.

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 N/A

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)

Unit 12 42 Kinsella Street, Joondanna

Lot 12 on scheme plan no. 46926

*(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

	<b>Actual (\$)</b>	<b>OR</b>	<b>Estimated (\$) 12 months after the proposed settlement date</b>
Administrative fund:	<u>\$3960</u>		_____
Reserve fund:	<u>\$620.40</u>		_____
Other levy (attach details)	_____		_____
<input checked="" type="checkbox"/> Actual <input type="checkbox"/> Estimated total contribution for the lot	\$ <u>\$4580.40</u>		
Payable <input type="checkbox"/> annually <input type="checkbox"/> bi-annually <input checked="" type="checkbox"/> quarterly <input type="checkbox"/> other: _____			
Due dates <u>\$1145.10</u> on <u>1/5/24</u>	<u>\$1145.10</u>	on	<u>1/11/24</u>
<u>\$1145.10</u> on <u>1/8/24</u>	<u>\$1145.10</u>	on	<u>1/2/25</u>

Att 6

**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 \_\_\_\_\_

Name Natasha Kathryn Tryl

Date \_\_\_\_\_

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.



<p><b>STRATA PLAN</b> <b>46926</b></p>	
<p>SHEET 1 OF 4 SHEETS</p>	<p>MANAGEMENT STATEMENT NO</p>
<p>Lodged 14.3.2006 \$9,466.637,195</p>	<p>Examined 12.4.06 N</p>
<p>Registered 20.4.06 J708125</p>	<p>Ponds Sec 16.7 P8 D Ad</p>
<p>REGISTRAR OF TITLES &amp; REGISTRATION <b>Robyn</b></p>	
<p><b>WESTERN AUSTRALIAN PLANNING COMMISSION</b> Certificate of Approval of W. A. P. C. under Section 25 B ( 2 ) of the Strata Titles Act 1985. W.A.P.C. Ref 342-05</p>	
<p>FOR CHAIRMAN</p>	<p>DATE</p>
<p><b>PLAN OF LOT 86 ON DEPOSITED PLAN 33702.</b></p>	
<p><b>CERT. OF TITLE</b> VOL. 2528 FOL. 282</p>	<p><b>LOCAL GOVERNMENT</b> CITY OF STIRLING</p>
<p><b>INDEX PLAN</b> 86 34 (2) 12.29</p>	<p><b>FIELD BOOK NUMBER</b> N / A</p>
<p><b>NAME OF SCHEME</b> JOONDANNA RISE APARTMENTS</p>	
<p><b>ADDRESS OF PARCEL</b> 42 KINSELLA STREET JOONDANNA, W.A. 6060.</p>	
<p><b>Department of Land Information</b></p>	

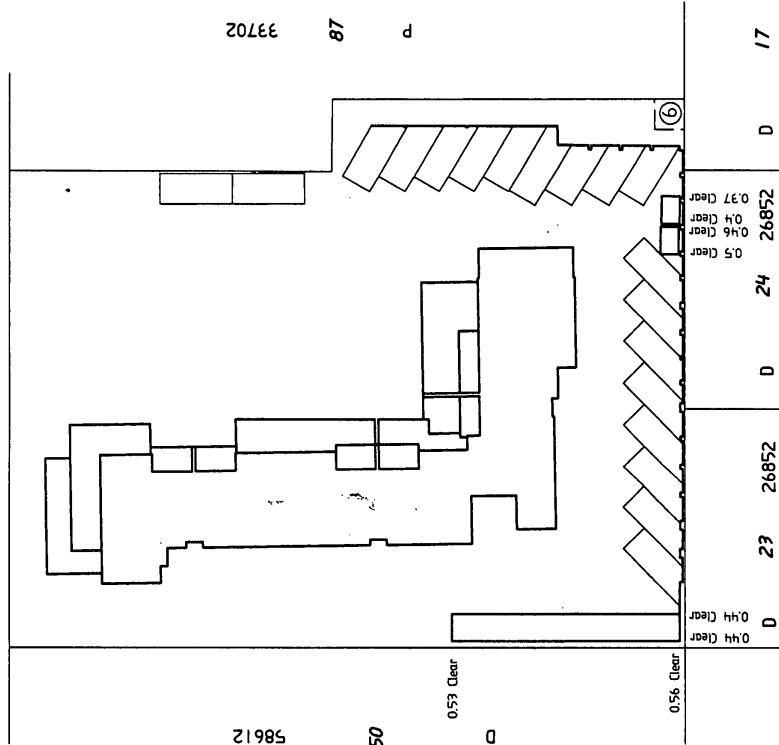
**INTERESTS AND NOTIFICATIONS**

SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN	LAND BURDENED	BENEFIT TO	COMMENTS
⑥	EASEMENT (Sewerage)	SECTION 27A OF TP & D ACT Reg 6	DP 33702	COMMON PROPERTY	WATER CORPORATION	

*S. J. ...*  
19/4/06

LOCATION PLAN  
SCALE 1 : 400

KINSELLA ST



STRATA PLAN 46926



Corr 1114-2005 Pg 19D

**LINKS**  
SURVEYING

LAND DEVELOPMENT CONSULTANTS  
P.O. Box 118, WILLETTON, 6955  
Telephone (08) 9354 8511  
Facsimile (08) 9354 8522  
Email links@surveyslink.com.au

*A. Miller*

LICENSED SURVEYOR - Alistair Cameron Miller

JOB NO 12564/DWG564 WARNING CREASING OR FOLDING WILL LEAD TO REJECTION

*S. Ansell*  
10/14/06

**L I N K S**  
S U R V E Y I N G



# Attachment 1 (part 1 of 2)

LICENSED SURVEYOR - Alistair Cameron Miller

FOR HEADING SEE SHEET 1

STRATA PLAN

46926

SHEET 2 OF 4 SHEETS

LOWER GROUND FLOOR  
SCALE 1 : 300

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

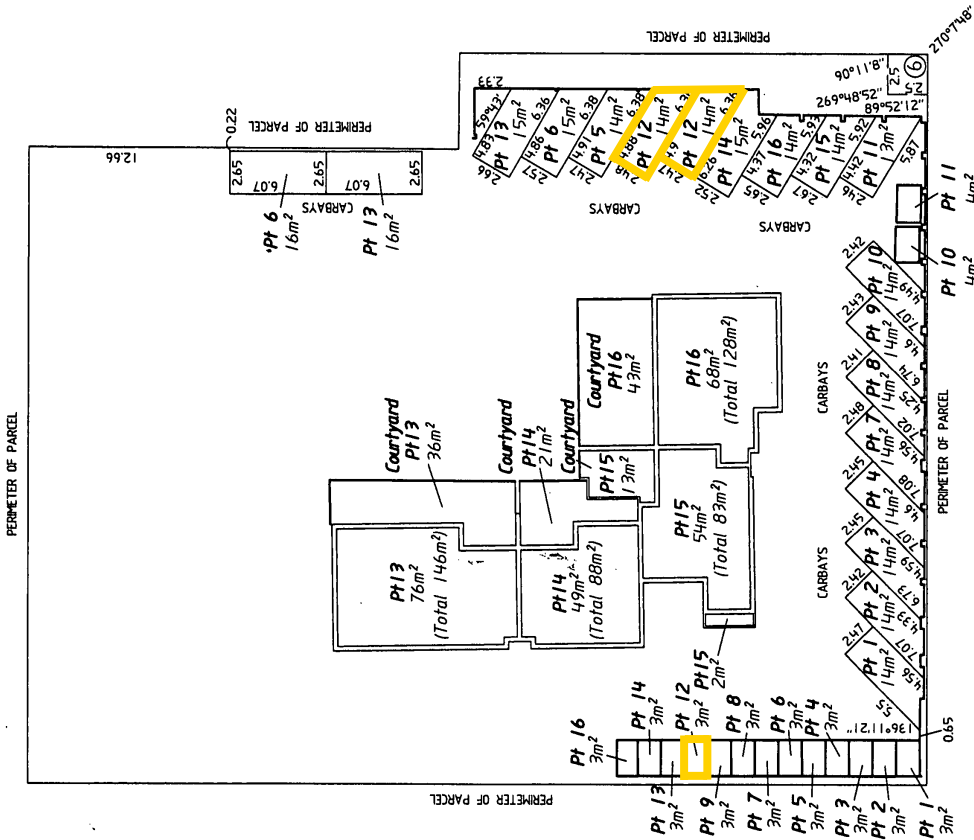
THE STRATUM OF THE PART LOTS LABELED 'COURTYARD' EXTENDS FROM THE UPPER SURFACE LEVEL OF THEIR RESPECTIVE PAVEMENT TO THE HEIGHT OF THE UNDER SURFACE LEVEL OF THE CEILING OF THE ADJACENT PART LOT AND EXTEND FROM THE EXTERNAL FACE OF THE BUILDING TO THE INNER FACE OF THE EXTERNAL BRICK WALL.

THE STRATUM OF THE PART LOTS LABELED 'CARBAY' EXTENDS FROM THE UPPER SURFACE LEVEL OF THEIR RESPECTIVE PAVEMENT TO A HEIGHT OF 5 METRES ABOVE AND EXTEND FROM THE INNER FACE OF THE ABUTTING BRICK WALL AND AS DIMENSIONED.

WHERE APPLICABLE, MEASUREMENTS ARE FROM THE EXTERNAL SURFACE OF THE BUILDING OR PARCEL BOUNDARY.

EXCLUDING PERIMETER OF PARCEL ANGLES ARE MULTIPLES OF 45 DEG UNLESS STATED OTHERWISE OR ARE PERMANENT MONUMENTS.

FOR OTHER PARTS OF LOTS 1 TO 6 SEE SHEET 3  
FOR OTHER PARTS OF LOTS 7 TO 12 SEE SHEET 4



WARNING - CREASING OR FOLDING WILL LEAD TO REJECTION.

JOB No 12564/DWG564

**L I N K S**  
S U R V E Y I N G  
LAND DEVELOPMENT CONSULTANTS  
P.O. Box 116, WILLETTON, 6955  
Telephone (08) 9354 8511  
Facsimile (08) 9354 8522  
Email links@surveyslink.com.au

S. Am. L  
10/4/06

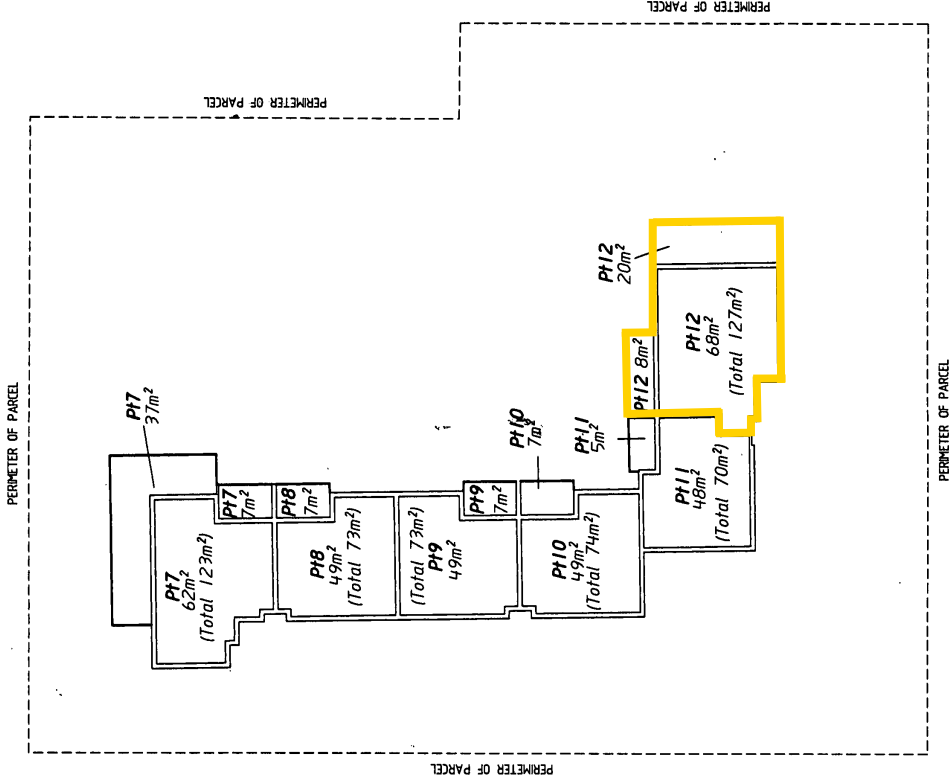
# Attachment 1 (part 2 of 2)



FOR HEADING SEE SHEET 1

**STRATA PLAN**  
**46926**  
 SHEET 4 OF 4 SHEETS

**FIRST FLOOR**  
 SCALE 1 : 300



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

THE STRATUM OF THE PART LOTS ON THIS SHEET EXTEND TO THE BUILDING EXTENDS FROM THE UPPER SURFACE LEVEL OF THEIR RESPECTIVE PAVEMENT TO THE HEIGHT OF THE UNDER SURFACE LEVEL OF THE CEILING OF THE ADJACENT PART LOT ON THIS SHEET AND EXTEND FROM THE EXTERNAL SURFACE OF THE BUILDING TO THE INNER FACE OF THE EXTERNAL BRICK WALL.

FOR OTHER PARTS OF LOTS 7 TO 12 SEE SHEET 2

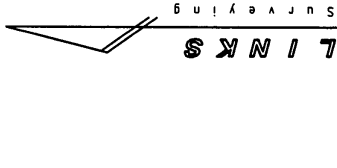
**LINKS SURVEYING**  
 LAND DEVELOPMENT CONSULTANTS  
 P.O. Box 118, WILLETTON, 6955  
 Telephone (08) 9354 8511  
 Facsimile (08) 9354 8522  
 Email: links@surveylink.com.au

JOB No 12564/DWG564

*Alistair Cameron Millar*  
 LICENSED SURVEYOR - Alistair Cameron Millar

WARNING CREASING OR FOLDING WILL LEAD TO REJECTION.

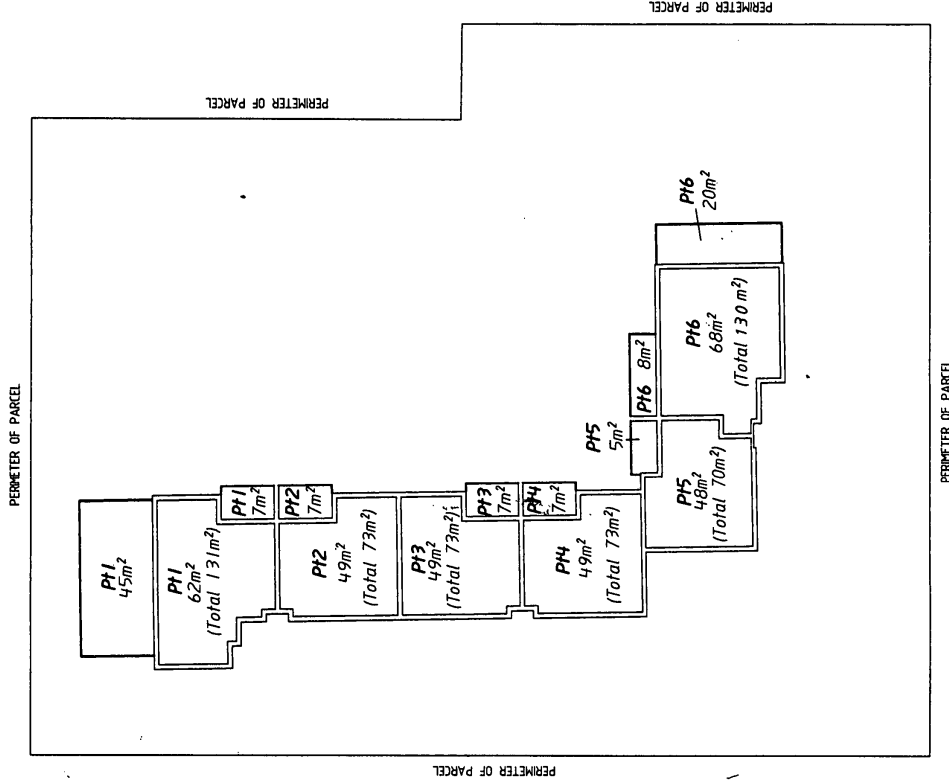
S. Miller  
10/4/06



FOR HEADING SEE SHEET 1

STRATA PLAN  
46926  
SHEET 3 OF 4 SHEETS

GROUND FLOOR  
SCALE 1 : 300



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

THE STRATUM OF THE PART LOTS ON THIS SHEET EXTERNAL TO THE BUILDING EXTENDS FROM THE UPPER SURFACE LEVEL OF THEIR RESPECTIVE PAVEMENT TO THE HEIGHT OF THE UNDER SURFACE LEVEL OF THE CEILING OF THE ADJACENT PART LOT ON THIS SHEET AND EXTEND FROM THE EXTERNAL SURFACE OF THE BUILDING TO THE INNER FACE OF THE EXTERNAL BRICK WALL.

FOR OTHER PARTS OF LOTS 1 TO 6 SEE SHEET 2

LINKS  
SURVEYING  
LAND DEVELOPMENT CONSULTANTS  
P.O. Box 118, WILLETTON, 6955  
Telephone (08) 9354 8511  
Facsimile (08) 9354 8522  
Email: links@surveylink.com.au

S. Miller  
LICENSED SURVEYOR - Alistair Cameron Millar

WARNING CREASING OR FOLDING WILL LEAD TO REJECTION

JOB No 12564/DWG564

STRATA/SURVEY STRATA PLAN NO. 46926.							
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	61	2615	785	16	62	2615	800
2	61	r	786				
3	61	r	787				
4	61	^	788				
5	62	r	789				
6	64	^	790				
7	64	^	791				
8	64	~	792				
9	64	~	793				
10	64	^	794				
11	64	~	795				
12	66	~	796				
13	61	~	797				
14	60	~	798				
15	61	~	799				
				Aggregate	1000		

**DESCRIPTION OF PARCEL AND BUILDING**

One, Brick, Concrete & Tile, multi level residential complex containing 16 units and situated on Lot 86 in Deposited Plan 33702 and being the whole of land comprised in Certificate of Title Vol. 2528 Fol. 282 and having an address of 42 Kinsella Street, Joondanna, W.A. 6060.

**CERTIFICATE OF LICENSED VALUER  
STRATA/SURVEY STRATA PLAN**

I, **Ross G Hall**, 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.

Date 16th March 2005

Signed



## FORM 5

*Strata Titles Act 1985*

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

**STRATA PLAN No. 46926**

### DESCRIPTION OF PARCEL & BUILDING


One, Brick, Concrete & Tile, multi level residential complex containing 16 units and situated on Lot 86 in Plan 33702 and being the whole of land comprised in Certificate of Title Vol. 2528 Fol. 282 and having an address of 42 Kinsella Street, Joondanna, W.A. 6060.

### CERTIFICATE OF LICENSED SURVEYOR

I, **Alistair Cameron Millar**, 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
- (b) each building shown on the plan is within the external surface boundaries of the parcel;

11th March 2005

  
Licensed Surveyor

**FORM 7**

*Strata Titles Act 1985*  
Sections 5B(2), 8A(f), 23(1)

**STRATA PLAN No. 46926**

**DESCRIPTION OF PARCEL & BUILDING**

One, Brick, Concrete & Tile, multi level residential complex containing 16 units and situated on Lot 86 in Plan 33702 and being the whole of land comprised in Certificate of Title Vol. 2528 Fol. 282 and having an address of 42 Kinsella Street, Joondanna W.A. 6060.

**CERTIFICATE OF LOCAL GOVERNMENT**

CITY OF STIRLING, the local government hereby certifies that in respect of the strata plan which relates to the parcel and building described above ( in this certificate called " the plan " ) :-

- (1) \*(a) the building and the parcel shown on the plan have been inspected and that it is consistent with the approved building plans and specifications in respect of the building; or
- ~~\*(b) the building has been inspected and the modification is consistent with the approved building plans and specifications relating to the modification;~~
- (2) the building, in the opinion of the local government, is of sufficient standard to be brought under the *Strata Titles Act 1985*;
- (3) ~~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 on to a public road, street or way the local government is of the opinion that retention of the encroachment in its existing state will not endanger public safety or unreasonably interfere with the amenity of the neighbourhood and the local government does not object to the encroachment; and~~
- (4) any conditions imposed by the Western Australian Planning Commission have been complied with.

Date 2-3-06  
\*Delete if inapplicable

Chief Executive Officer   
\*Delegated Officer under Section 23 (5)

**FORM 26**

WAPC Ref.

**STRATA PLAN NO 46926**

*Strata Titles Act 1985*

Sections 25 ( 1 ), 25 ( 4 )

**CERTIFICATE OF GRANT OF APPROVAL BY WESTERN AUSTRALIA  
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 submitted on 11th March 2005 and relating to the property described below;

Property Description:	Lot (or Strata Plan) No	Lot 86
	Locality	Joondanna
	Local Government	City of Stirling

Lodged by **LINKS Surveying** Job # 12564

Date: 11th March 2005

.....  
For Chairman, Western Australian  
Planning Commission

.....  
Date 10/4/06



FORM 8

ANNEXURE A OF STRATA / ~~SURVEY~~ STRATA PLAN No. 46926 REGISTRAR OF TITLES  
SCHEDULE OF DEALINGS ON STRATA / ~~SURVEY~~ STRATA PLAN

Dealings registered or recorded on Strata / <del>Survey</del> Strata Plan	Instrument			Signature of Registrar of Titles
	Nature	Number	Regist'd Time	

Note: Entries may be affected by subsequent endorsements.



FORM 8

ANNEXURE **B** OF STRATA / SURVEY / STRATA PLAN No. **46926** REGISTRAR OF TITLES

SCHEDULE OF ENCUMBRANCES ETC.

Instrument		Regist'd	Signature of Registrar of Titles	Cancellation				Signature of Registrar of Titles
Nature	Number			Nature	Number	Regist'd	Time	

Note: Entries may be affected by subsequent endorsements.

**STRATA TITLES ACT 1985****SCHEDULES****SCHEDULE 1 & SCHEDULE 2 (s39)****Schedule 1 – Governance by-laws**

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

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

**1. Duties of owner**

- (1) The owner of a lot must –
  - (a) immediately carry out all work that may be ordered under a written law in respect of the lot other than such work as may be for the benefit of the building generally and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of the lot;
  - (b) maintain and repair the lot, and keep it in a state of good condition, reasonable wear and tear, and damage by fire, storm, tempest or act of God excepted.
- (1A) The owner of a lot must –
  - (a) notify in writing the strata company immediately on becoming the owner of the lot, including in the notice the owner's address for service for the purposes of this Act; and
  - (b) if required in writing by the strata company, notify the strata company of any mortgage or other dealing in connection with the lot, including in the case of a lease of a lot, the name of the lessee and the term of the lease.

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

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

**3. Power of strata company regarding submeters**

- (1) If the supply of gas or electricity to a lot is regulated by means of a submeter, the strata company may require the owner or occupier of the lot to pay the strata company by way of security for the payment of charges arising through the submeter an amount not exceeding \$200 and, if any amount so paid is applied by the strata company under sub-by-law (3), to pay such further amount or amounts by way of such security as may be necessary to maintain the amount of the security as, subject to this sub-by-law, the strata company may require.
- (2) The strata company must lodge every sum received under this by-law to the credit of an interest-bearing ADI account and all interest accruing in respect of amounts so received must, subject to this by-law, be held on trust for the owner or occupier who made the payment.
- (3) If the owner or occupier of a lot in respect of which a submeter is used for the supply of gas or electricity refuses or fails to pay any charges due for the supply of gas or electricity to that lot, the strata company may apply in payment of those charges all, or such part as is necessary, of any amount paid to the strata company by that owner or occupier under this by-law, including any interest that may have accrued in respect of that amount.
- (4) If a person who has paid an amount under this by-law to a strata company satisfies the strata company that the person is no longer the owner or occupier of a lot and that the strata company no longer has any liability or contingent liability for the supply of gas or electricity to that lot during the period when that person was an owner or occupier of the lot, the strata company must refund to that person the amount then held on the person's behalf under this by-law.

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

**4. Constitution of council**

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

- (3) If there are not more than 3 lots in the scheme, the council consists of all of the owners of the lots and, if there are more than 3 lots in the scheme, the council consists of not less than 3 nor more than 7 of the owners of the lots, as is determined by the strata company.
- (4) If there are more than 3 lots in the scheme, the members of the council must be elected at each annual general meeting of the strata company or, if the number of lots in the scheme increases to more than 3, at an extraordinary general meeting convened for the purpose.
- (6) If there are co-owners of a lot, 1 only of the co-owners is eligible to be, or to be elected to be, a member of the council and the co-owner who is so eligible must be nominated by the co-owners, but, if the co-owners fail to agree on a nominee, the co-owner who owns the largest share of the lot is the nominee or, if there is no co-owner who owns the largest share of the lot, the co-owner whose name appears first in the certificate of title for the lot is the nominee.
- (8) Except if the council consists of all the owners of lots in the scheme, the strata company may by special resolution remove any member of the council before the expiration of the member's term of office.
- (9) A member of the council vacates office as a member of the council –
- if the member dies or ceases to be an owner or co-owner of a lot; or
  - on receipt by the strata company of a written notice of the member's resignation from the office of member; or
  - 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
  - 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
  - if the member is removed from office under sub-by-law (8); or
  - if the Tribunal orders that the member's appointment is revoked and the member is removed from office.
- (10) The remaining members of the council may appoint a person eligible for election to the council to fill a vacancy in the office of a member of the council, other than a vacancy arising under sub-by-law (9)(c) or (d), and any person so appointed holds office, subject to this by-law, for the balance of the predecessor's term of office.
- Note for this sub-by-law: By-law 6(3A) provides for the filling of vacancies in the offices of chairperson, secretary and treasurer.
- (11) Except if 1 person is the owner of all of the lots in the scheme, a quorum of the council is 2 if the council consists of 3 or 4 members; 3, if it consists of 5 or 6 members; and 4, if it consists of 7 members.
- (12) The continuing members of the council may act even if there is a vacancy in the council, but so long as the number of members is reduced below the number fixed by these by-laws as the quorum of the council, the continuing members or member of the council may act for the purpose of increasing the number of members of the council or convening a general meeting of the strata company, but for no other purpose.
- (13) All acts done in good faith by the council, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of any member of the council, are as valid as if that member had been duly appointed or had duly continued in office.

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

## 5. Election of council at general meeting

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

- 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.
- 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.
- A nomination is ineffective unless supported by the consent of the nominee to the nomination, given –
  - in writing, and furnished to the chairperson at the meeting; or
  - 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.

[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-by-law (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-by-law (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-by-law (1), other than a vacancy arising under by-law 4(9)(c) or (d), and any person so appointed holds office, subject to this by-law, for the balance of the predecessor's term of office.

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

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

## 7. Chairperson, secretary and treasurer of strata company

- (1) Subject to sub-bylaw (2), the chairperson, secretary and treasurer of the council are also respectively the chairperson, secretary and treasurer of the strata company.
- (2) A strata company may at a general meeting authorise a person who is not an owner of a lot to act as the chairperson of the strata company for the purposes of that meeting.
- (3) A person appointed under sub-bylaw (2) may act until the end of the meeting for which the person was appointed to act.

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

## 8. Meetings of council

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

- 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
- the giving on behalf of the strata company and of the council of the notices required to be given under the Act; and
- the supply of information on behalf of the strata company in accordance with the *Strata Titles Act 1985* sections 108 and 109; and
- the answering of communications addressed to the strata company; and
- the calling of nominations of candidates for election as members of the council; and
- subject to the *Strata Titles Act 1985* sections 127, 128, 129, 200(2)(f) and
- the convening of meetings of the strata company and of the council.

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

## 10. Powers and duties of treasurer of strata company

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

- (a) the notifying of owners of lots of any contributions levied under the *Strata Titles Act 1985*; and
- (b) the receipt, acknowledgment and banking of and the accounting for any money paid to the strata company; and
- (c) the preparation of any certificate applied for under the *Strata Titles Act 1985* section 110; and
- (d) the keeping of the records of account referred to in the *Strata Titles Act 1985* section 101 and the preparation of the statement of accounts referred to in the *Strata Titles Act 1985* section 101.

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

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

## Schedule 2 – Conduct by-laws

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

### 1. Vehicles and parking

- (1) An owner or occupier of a lot must take all reasonable steps to ensure that the owner's or occupier's visitors comply with the scheme by-laws relating to the parking of motor vehicles.
- (2) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the strata company.

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

### 2. Use of common property

An owner or occupier of a lot must –

- (a) use and enjoy the common property in such a manner as not unreasonably to interfere with the use and enjoyment of the common property by other owners or occupiers of lots or of their visitors; and
- (b) not use the lot or permit it to be used in such manner or for such purpose as causes a nuisance to an occupier of another lot (whether an owner or not) or the family of such an occupier; and
- (c) take all reasonable steps to ensure that the owner's or occupier's visitors do not behave in a manner likely to interfere with the peaceful enjoyment of an owner or occupier of another lot or of a person lawfully using common property; and
- (d) not obstruct lawful use of common property by any person.

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

### 3. Damage to lawns etc. on common property

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

- (a) damage any lawn, garden, tree, shrub, plant or flower on common property; or
- (b) use any portion of the common property for the owner's or occupier's own purposes as a garden.

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

### 4. Behaviour of owners and occupiers

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

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

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

## 6. Depositing rubbish etc. on common property

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

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

## 7. Drying of laundry items and signage

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

- (a) hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building, other than for a reasonable period on any lines provided by the strata company for the purpose; or
- (b) display any sign, advertisement, placard, banner, pamphlet or like matter on any part of their lot in such a way as to be visible from outside the building.

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

## 8. Storage of inflammable liquids etc.

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

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

## 9. Moving furniture etc. on or through common property

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

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

## 10. Floor coverings

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

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

## 11. Garbage disposal

An owner or occupier of a lot must –

- (a) maintain within their lot, or on such part of the common property as may be authorised by the strata company, in clean and dry condition and adequately covered, a receptacle for garbage;
- (b) comply with all local laws relating to the disposal of garbage; (c) ensure that the health, hygiene and comfort of an owner or occupier of any other lot is not adversely affected by their disposal of garbage.

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

## 12. Additional duties of owners and occupiers

An owner or occupier of a lot must not –

- (a) use the lot for a purpose that may be illegal or injurious to the reputation of the building; or
- (b) make undue noise in or about the lot or common property; or
- (c) keep animals on the lot or the common property after notice in that behalf given to that person by the council.

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



**13. Notice of alteration to lot**

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

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

**14. Appearance of lot**

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

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

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

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

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



## Strata Asset Services (WA) Pty Ltd

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**The Owners of Joondanna Rise Apartments  
Strata Scheme 46926  
42 Kinsella Street, JOONDANNA WA 6060**

### NOTICE OF ANNUAL GENERAL MEETING

**Notice is hereby given that the Annual General Meeting of the above strata company will be held as follows:**

**DATE:** 20th June 2024  
**TIME:** 4:00 PM  
**PLACE:** Unit 2, 185 Main Street Osborne Park WA 6017  
**& Via**  
**Video Conference:** Teams Microsoft Video Conference  
**Meeting ID:** 495 035 848 684  
**Password:** fLupfw

This notice is given under authority delegated to Strata Asset Services (WA) Pty Ltd and in conjunction with the nominated representatives of the strata company and being given not less than 14 days prior to the holding of the meeting.

Documents enclosed with this notice of meeting:

- Annual General Meeting agenda
- Minutes of last general meeting
- Insurance summary
- Statements of account
- Proposed budget
- Proposed indicative levy contributions
- Council Meeting notice and agenda
- Information about the council of the strata company
- Important information about voting
- Council nomination form
- Proxy appointment form

Signature of person issuing this notice:

Paul Keet

Strata Asset Services (WA) Pty Ltd acting as Strata Manager for and on behalf of  
The Owners of Joondanna Rise Apartments Strata Scheme 46926

Date of Notice: 28<sup>th</sup> May 2024

**RETAIN THIS DOCUMENT**  
**Fees apply for copies.**



# Strata Asset Services (WA) Pty Ltd

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## The Owners of Joondanna Rise Apartments Strata Scheme 46926

### ANNUAL GENERAL MEETING 20th June 2024

#### AGENDA

##### Record attendance

- Persons present
- Proxies and company nominees
- Apologies received
- Managing agent representative
- Non-owners present

##### Chairperson

Chairperson of the strata company to chair the meeting.

If the chairperson of the strata company is not present or declines to chair the meeting, then the meeting must appoint a chairperson for the meeting.

##### Quorum

Establish whether a quorum is present.

##### Note

- A quorum will be constituted 30 minutes after the time the meeting is due to commence unless more than 50% of those entitled to vote are present.

##### Minutes of previous meeting

1. **Motion** - That the minutes of the last general meeting held on 27<sup>th</sup> June 2023 be confirmed as a true record of the proceedings at that meeting.

##### Business arising

Consideration of any matters arising from the previous general meeting not otherwise provided for by this agenda.

##### Council of the strata company constitution

2. **Motion** - That the council shall consist of \_\_\_\_\_ members.
  - Number of members must be at least three and no more than seven.

##### Election of Council members

- The chairperson to call upon those present and entitled to nominate candidates to nominate candidates for election to the council.

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- Where the number of candidates does not exceed the number of council members the chairperson shall declare those candidates to be elected as members of the council.
- Where the number of candidates exceeds the number of council members the chairperson shall direct that a ballot be held.

## **Insurance**

Consider the adequacy of the current strata company insurance policies and any other risks that are not currently insured.

### **Notes**

- Floating floorboards are not automatically included in all building insurance policies.

- 3. Motion** - That a replacement cost estimate be obtained for insurable assets, and the policy sum insured be amended to the amount of that estimate.

### **Notes**

- The last replacement cost estimate was carried out on 20<sup>th</sup> December 2021 for \$4,080,000.00.
- Strata Asset Services (WA) Pty Ltd recommends obtaining a replacement cost estimate every 3-5 years to ensure that the insurable assets are insured for full replacement value in accordance with the Strata Titles Act 1985.

- 4. Motion** - That the council be authorised to renew strata company insurance policies.

## **Declaration by strata manager**

Strata Asset Services (WA) Pty Ltd receive a commission of 20% of the premium as an authorised representative of CHU as declared in the strata management agreement disclosure statement. At the time of the last renewal this amounted to \$1,457.15. A copy of the relevant Financial Services Guide and Product Disclosure Statement will be available for perusal at the meeting.

Any insurance advice provided by Strata Asset Services (WA) Pty Ltd is general and does not consider your individual objectives, financial situation or needs. You should consider whether the advice is suitable for you and your personal circumstances. Before you make any decision about whether to acquire a certain product, you should obtain and read the relevant product disclosure statement.

## **Statements of account**

### **Financial year end date**

- 5. Motion** - That by Ordinary Resolution the Governance by-laws contained within the Strata Titles Act 1985 Schedule 1 are amended by adding By-law 11 as follows:

"The financial year as set out in section 3(1) of the Strata Titles Act 1985 shall be the period of 12 months ending on the last day of each April.

### **Notes**

- As a result of amendments to the Strata Titles Act 1985 effective on 1st May 2020 the financial year end of each strata scheme is now the 30th June each year unless a by-law is adopted that states the financial year end is another date.
- Under the previous regulations your financial year end has been 30th April.
- Changing your current year end to the 30th June will require a budget and financial reports to be adopted for a period from the first day of the current financial year end to 30th June and subsequently a further AGM after the end of the financial year to adopt a further 12 month budget.
- Adoption of this by-law will require a resolution without dissent from 20th May 2025.
- A consolidation of existing by-laws may be required prior to lodgement of this by-law.
- Strata Asset Services WA recommends keeping your current financial year end date.

- 6. Motion** - That the statements of account, as presented, for the financial period ending 30<sup>th</sup> April 2024 be adopted.

**Notes**

- All queries regarding the attached statements of account must be notified to your strata manager at least 48 hours prior to the meeting.
- Financial Reports and Owner Account details are available to you through the [www.strata-wa.com.au](http://www.strata-wa.com.au) Web Access portal using the user code and password previously provided to you.

**Budget of estimated expenditure**

- 7. Motion** - That the budget of estimated administrative fund expenditure totalling \$67,390.00 be adopted for the period ending 30<sup>th</sup> April 2025.

- 8. Motion** - That the budget of estimated reserve fund expenditure totalling \$9,300.00 be adopted for the period ending 30<sup>th</sup> April 2025.

**Notes**

- Consider the 10 Year Plan
- \$1,300 Car Park line marking
- \$8,000 Contingency for unexpected expenses that need urgent attention
  - Intended to replace a couple of sections of fencing near pool and bin area

**Fund contributions**

The strata company will raise amounts so determined by levying contributions on owners of lots

- (i) in proportion to the unit entitlement of their respective lots; or
- (ii) if the scheme by-laws provide for a different basis, in accordance with that basis.

- 9. Motion** - That the strata company determine the amounts to be raised for payment into the administrative fund which shall be due and payable on the dates and in the amounts shown below:

**Common**

<b>Due date</b>		<b>Amount excluding GST</b>
1 May 2024	already raised	\$15,000.00
1 August 2024		\$15,000.00
1 November 2024		\$15,000.00
1 February 2025		<u>\$15,000.00</u>
<b>Total for the financial year ending</b>	<b>30/04/2025</b>	<b><u>\$60,000.00</u></b>
1 May 2025	and the first of each subsequent quarter until the next annual general meeting.	\$15,000.00

- 10. Motion** - That the strata company determine the amounts to be raised for payment into the reserve fund which shall be due and payable on the dates and in the amounts shown below:

<b>Due date</b>		<b>Amount excluding GST</b>
1 May 2024	already raised	\$2,350.00
1 August 2024		\$2,350.00
1 November 2024		\$2,350.00
1 February 2025		\$2,350.00
<b>Total for the financial year ending 30/04/2025</b>		<b><u>\$9,400.00</u></b>
1 May 2025	and the first of each subsequent quarter until the next annual general meeting.	\$2,350.00

**Notes**

- Consider the 10 Year Plan

**Execution of documents**

**Common Seal**

- 11. Motion** – That the strata company resolve not to have a common seal and that documents may be executed by any two members of the strata council signing on behalf of the strata company in the following manner.

“Signed for and on behalf of Joondanna Rise Apartments Strata Scheme 46926 in accordance with authority conferred under section 118 of the Strata Titles Act 1985

_____	_____
Signature	Signature
_____	_____
Full Name	Full Name
_____	_____
Delegation	Delegation
_____	_____
Lot Number	Lot Number”

**Notes**

- Following changes to the Strata Titles Act 1985 the official name of the strata company has changed slightly making the original common seal obsolete.
- Some of the resolutions of this meeting will require to be officially signed by the strata company and the original seal will not be accepted.
- The signing clause above is put forward as an alternative to adopting a new common seal.

- 12. Motion** - That the strata company authorise the strata council to appoint one or more members of the strata council to sign and affix the common seal, if the strata company has a common seal, to an agreement or document required to give effect to –
- 1) any resolution at this meeting; or
  - 2) any resolution outside of a meeting; or
  - 3) any duly authorised expenditure of the strata company.

### **Other matters**

Matters without notice regarding the common property for discussion and referral to the council.

### **Notes**

- Such matters may only be raised at the discretion of the chair and with leave of the meeting.

### **Close of meeting**



**The Owners of Joondanna Rise Apartments Strata Scheme 46926  
Joondanna Rise Apartments, 42 Kinsella Street, JOONDANNA WA 6060**

**MINUTES OF ANNUAL GENERAL MEETING**

**Tuesday, 27 June 2023**

**SASWA Boardroom, 185 Main Steet, Osborne Park & Via Video Conference**

**Record attendance** (~ Indicates Unfinancial)

**Persons present**

- Lot 1 Viviana Boyle (video conference)
- Lot 2 Marita Jennings
- Lot 3 Timothy Larcombe
- Lot 6 Ross Argyle (video conference)
- Lot 7 Alexandra Zenone
- Lot 12 Natasha Tryl
- Lot 14 David Irving

**Proxies and company nominees**

- Lot 5 The chairperson for Graeme Harris ~
- Lot 11 The chairperson for Neroli Meadows
- Lot 13 Sean Lowrey for Sible Rozario
- Lot 15 The chairperson for Georgina Butterwood

**Apologies received**

- Lot 8 Carly Terzanidis

**Managing agent representative**

Paul Keet for Strata Asset Services (WA) Pty Ltd - SASWA

**Chairperson**

Paul Keet was appointed to chair the meeting.

**Quorum**

Paul Keet confirmed that the notices of meeting were sent on 9th June 2023 which complied with the 14 days prior notice requirement of The Strata Titles Act 1985 and therefore the meeting had been constitutionally convened.

There are at present 14 financial proprietors and of those 9 were either present at the meeting or represented by proxy and entitled to vote, a quorum was confirmed and the meeting could proceed to business at 4.07pm.

**RETAIN THIS DOCUMENT**  
Fees apply for copies

Minutes



**1 MINUTES FROM PREVIOUS MEETING**

Moved: Timothy Larcombe

Seconded: Marita Jennings

**Motion** - That the minutes of the last general meeting held on 21/06/2022 be confirmed as a true record of the proceedings at that meeting.

The chairperson declared the motion carried

**BUSINESS ARISING**

Report on wooden balconies is being obtained in order to determine what works are required. Repair works to be considered by the council.

**2 COUNCIL OF THE STRATA COMPANY CONSTITUTION**

Moved: The Chairperson

Seconded: Marita Jennings

Motion - That the council shall consist of 6 members.

The chairperson declared the motion carried

**Election of Council members**

Nominations of candidates for election to the council were received from:

Lot 1           Vivianna Boyle  
 Lot 3           Timothy Larcombe  
 Lot 6           Ross Argyle  
 Lot 7           Alexandra Zenone  
 Lot 12          Natasha Tryl

+ One Vacant Position

As the number of candidates did not exceed the number of council members required the chairperson declared those candidates to be the elected members of the strata council until the conclusion of the next annual general meeting.

It was not necessary to hold a ballot.

**3 REPLACEMENT COST ESTIMATE**

Moved: Timothy Larcombe

Seconded: Vivianna Boyle

**Motion** - That a replacement cost estimate be obtained for insurable assets, and the policy sum insured be amended to the amount of that estimate.

The chairperson declared the motion failed

**Notes**

- The last replacement cost estimate was carried out on 20/12/2021 to the value of \$4,080,000
  - The meeting agreed that the last estimate was still relevant
  - The strata company to consider obtaining an estimate at the next AGM
  - Strata Asset Services (WA) Pty Ltd recommends obtaining a replacement cost estimate every 3-5 years to ensure that the insurable assets are insured for full replacement value in accordance with the Strata Titles Act 1985
- Leak claim for Lot 13 - Banhams to report on what can be done to defect leaks.

#### 4 INSURANCE RENEWAL

Moved: Timothy Larcombe

Seconded: Marita Jennings

**Motion** - That the council be authorised to renew strata company insurance policies.

The chairperson declared the motion carried

#### Notes

- Unit 13 experienced a burst pipe in the wall near their entry. The damage was limited to the bathroom and nearby walls. The cause was determined to be corroded pipework which is considered a maintenance item under the insurance policy. The claim for repair costs on the insurance policy was largely denied.
- Considering the deterioration of the pipework that caused the leak to Unit 13 it was considered logical that the pipework in the rest of the building could be in a similar state but to an unknown extent.
- Further unforeseeable leaks of a similar nature could put significant pressure on the expenditure budget and available funds.
- The meeting agreed that it is not necessary to raise levies at this point in time as the extent of the problem is unknown. The council will explore options for examining/testing of the pipework to try and pre-empt future leaks. It was preferred at this point to adopt a repair response to these leaks rather than looking at replacing all the pipework.

#### Declaration by strata manager

Strata Asset Services (WA) Pty Ltd receive a commission of 20% of the premium as an authorised representative of CHU as declared in the strata management agreement disclosure statement. At the time of the last renewal this amounted to \$1,518.24. A copy of the relevant Financial Services Guide and Product Disclosure Statement will be available for perusal at the meeting.

Any insurance advice provided by Strata Asset Services (WA) Pty Ltd is general and does not consider your individual objectives, financial situation or needs. You should consider whether the advice is suitable for you and your personal circumstances. Before you make any decision about whether to acquire a certain product, you should obtain and read the relevant product disclosure statement.

#### 5 STATEMENTS OF ACCOUNT

Moved: Timothy Larcombe

Seconded: Vivianna Boyle

**Motion** - That the statements of account, as presented, for the financial period ending 30/04/2023 be adopted.

The chairperson declared the motion carried

#### 6 IMPROVEMENT-POOL SHADE SAILS

Moved: Timothy Larcombe

Seconded: David Irving

**Motion** - (Motion amended) That by special resolution the strata company install two shade structures up to a value of \$3,000.00 in the pool area and that pool heating be considered by the strata council up to a value of \$8,000.00.

The chairperson declared the amended motion carried

#### Notes

- Since the trees have been removed/trimmed the pool area is exposed to the sun which makes it uncomfortable to use the pool area.
- Meeting agreed to look at installing two umbrellas at an estimated cost of \$1,500.00 each
- It has been noted that the swimming pool is generally cool even during summer. consider installing a heat pump on the roof of the BBQ area to help warm the pool water and extend the use of the pool into cooler

- periods. Solar panels an option. Meeting allowed a budget of \$8,000.00 for this to occur.
- Tim Larcombe will investigate above options further.

**7 BUDGET OF ESTIMATED ADMINISTRATIVE FUND EXPENDITURE**

Moved: Marita Jennings

Seconded: Timothy Larcombe

**Motion** - That the budget of estimated administrative fund expenditure totalling \$73,590.00 be adopted for the period ending 30/04/2024.

The chairperson declared the motion carried

**Notes**

- Charging of Electric Vehicles. This is a complex issue that needs further investigation. No action to be taken at this time.
- The Resurfacing / painting of the pool - Meeting agreed the surface is okay for now. Item deferred.
- Cleaning of the whole building and the paving in the pool area. Westside area very dusty. Light pressure clean to be carried out.
- Concrete cancer treated and walkways resurfaced some time ago. Now looking tired and dirty and needs re-painting. Contractor to quote on what appropriate solution is in next 12 months.
- Lot 12 - Internal cracks to wall in between lounge and 2nd bedroom due to veranda installation. Review engineers report and determine who's responsible to rectify. Lot 7 has also noticed cracks within the lot. SASWA to check records. ASAP to also report on balcony metal due to rust.
- Security Screens - Strata Council to review and find a solution for next AGM.

**8 BUDGET OF ESTIMATED RESERVE FUND EXPENDITURE**

Moved: Timothy Larcombe

Seconded: Ross Argyle

**Motion** - That the budget of estimated reserve fund expenditure totaling \$9,300.00 be adopted for the period ending 30/04/2024.

The chairperson declared the motion carried

**9 ADMINISTRATIVE FUND CONTRIBUTIONS**

Moved: Timothy Larcombe

Seconded: Marita Jennings

**Motion** - That the strata company determine the amounts to be raised for payment into the administrative fund which shall be due and payable on the dates and in the amounts shown below:

<b>Due date</b>	<b>Amount</b>
01/05/2023	\$14,100.00
01/08/2023	\$15,000.00
01/11/2023	\$15,000.00
01/02/2024	<u>\$15,000.00</u>
Total for the financial year ending 30/04/2024	\$59,100.00

01/05/2024 and the first of each subsequent quarter until the next annual general meeting. 15,000.00

The chairperson declared the motion carried

Minutes

**10 RESERVE FUND CONTRIBUTIONS**

Moved: Timothy Larcombe

Seconded: Vivianna Boyle

**Motion** - That the strata company determine the amounts to be raised for payment into the reserve fund which shall be due and payable on the dates and in the amounts shown below:

<b>Due date</b>	<b>Amount</b>
01/05/2023	\$2,350.00
01/08/2023	\$2,350.00
01/11/2023	\$2,350.00
01/02/2024	<u>\$2,350.00</u>
Total for the financial year ending 30/04/2024	\$9,400.00

01/05/2024 and the first of each subsequent quarter until the next annual general meeting. \$2,350.00

The chairperson declared the motion carried

**11 EXECUTION OF DOCUMENTS**

Moved: Timothy Larcombe

Seconded: The Chairperson

Motion - That the strata company authorise the strata council to appoint one or more members of the strata council to sign and affix the common seal, if the strata company has a common seal, to an agreement or document required to give effect to -

- a) any resolution at this meeting; or
- b) any resolution outside of a meeting; or
- c) any duly authorised expenditure of the strata company.

The chairperson declared the motion carried

**OTHER MATTERS**

Lot 13 - Walls filled and waterproof completed. Tiles/painting to be done. SASWA to get update on tiles.

Thanks to David Irving for watering the gardens throughout the summer.

**CLOSE OF MEETING**

There being no further business to discuss, the chairperson declared the meeting closed at 5.55 PM.



Level 4, 55 St Georges Terrace  
Perth WA 6000

PO BOX 5721, Perth 6831

## Certificate of Currency

### CHU Residential Strata Insurance Plan

<b>Policy No</b>	875213
<b>Policy Wording</b>	CHU RESIDENTIAL STRATA INSURANCE PLAN
<b>Period of Insurance</b>	10/05/2024 to 10/05/2025 at 4:00pm
<b>The Insured</b>	THE OWNERS OF 42 KINSELLA STREET, JOONDANNA SP 46926
<b>Situation</b>	42 KINSELLA STREET JOONDANNA WA 6060

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### Policies Selected

#### Policy 1 – Insured Property

Building: \$4,080,000  
Common Area Contents: \$40,800  
Loss of Rent & Temporary Accommodation (total payable): \$612,000

#### Policy 2 – Liability to Others

Sum Insured: \$20,000,000

#### Policy 3 – Voluntary Workers

Death: \$200,000  
Total Disablement: \$2,000 per week

#### Policy 4 – Fidelity Guarantee

Sum Insured: \$100,000

#### Policy 5 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

#### Policy 6 – Machinery Breakdown

Sum Insured: \$5,000

#### Policy 7 – Catastrophe Insurance

Sum Insured: \$1,224,000  
Extended Cover - Loss of Rent & Temporary Accommodation: \$183,600  
Escalation in Cost of Temporary Accommodation: \$61,200  
Cost of Removal, Storage and Evacuation: \$61,200

#### Policy 8 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000



Appeal expenses – common property health & safety breaches: \$100,000  
Legal Defence Expenses: \$50,000

**Policy 9 – Lot owners’ fixtures and improvements (per lot)**

Sum Insured: \$250,000

**Flood Cover is included.**

Date Printed

10/05/2024

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.



Balance Sheet by Fund  
As at 30/04/2024

The Owners of Joondanna Rise Apartments Strata Scheme 46926 Joondanna Rise Apartments, 42 Kinsella Street, JOONDANNA WA 6060

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	(3,879.66)
Owners Equity--Admin	28,133.94
	<u>24,254.28</u>
Reserve Fund	
Operating Surplus/Deficit--Reserve	4,242.97
Owners Equity--Reserve	14,832.17
	<u>19,075.14</u>
Net owners' funds	<u><u>\$43,329.42</u></u>
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	31,967.46
Receivable--Levies--Admin	821.82
	<u>32,789.28</u>
Reserve Fund	
Cash at Bank--Reserve	20,283.54
Receivable--Levies--Reserve	128.75
	<u>20,412.29</u>
Unallocated Money	
Cash at Bank--Unallocated	3.32
	<u>3.32</u>
Total assets	<u>53,204.89</u>
Less liabilities	
Administrative Fund	
Prepaid Levies--Admin	8,535.00
	<u>8,535.00</u>
Reserve Fund	
Prepaid Levies--Reserve	1,337.15
	<u>1,337.15</u>
Unallocated Money	
Prepaid Levies--Unallocated	3.32
	<u>3.32</u>
Total liabilities	<u>9,875.47</u>
Net assets	<u><u>\$43,329.42</u></u>



Income & Expenditure Statement  
for the financial year  
to 30/04/2024

The Owners of Joondanna Rise Apartments Strata Scheme 46926 Joondanna Rise Apartments, 42 Kinsella Street, JOONDANNA WA 6060

Administrative Fund

	Current period 01/05/2023-30/04/2024	Annual budget 01/05/2023-30/04/2024
<b>Revenue</b>		
Interest on Arrears--Admin	364.68	0.00
Levies Due--Admin	59,100.00	59,100.00
Recovery--Insurance Claim	1,755.50	0.00
Status Certificate Fees (110)	280.00	0.00
<b>Total revenue</b>	<b>61,500.18</b>	<b>59,100.00</b>
<b>Less expenses</b>		
Admin--Accounting	110.00	110.00
Admin--Legal & Debt Collection Fees	0.00	500.00
Admin--Management Fees--Standard	5,001.96	5,231.00
Admin--Stationery/Printing/Postage/Archiving	218.00	250.00
Admin--Status Certificate Fees	280.00	0.00
Insurance--General/Building	9,398.72	9,399.00
Maint Bldg--Cleaning	0.00	2,000.00
Maint Bldg--Cleaning--High Pressure Cleaning	0.00	1,000.00
Maint Bldg--Electrical	3,005.03	3,000.00
Maint Bldg--Fire Protection	176.00	200.00
Maint Bldg--General Repairs	18,606.93	15,000.00
Maint Bldg--Gutters & Downpipes	997.00	1,000.00
Maint Bldg--Painting	2,365.00	0.00
Maint Bldg--Pest/Vermin Control	385.00	400.00
Maint Bldg--Plumbing	6,761.07	3,000.00
Maint Grounds--Gates	649.00	1,000.00
Maint Grounds--Lawns & Gardening	3,378.00	6,000.00
Maint Grounds--Pool	6,325.17	8,000.00
Maint Grounds--Pool Equipment	0.00	3,000.00
Maint Grounds--Pool Heating	0.00	8,000.00
Utility--Electricity	1,452.85	1,500.00
Utility--Water & Sewerage	6,270.11	5,000.00
<b>Total expenses</b>	<b>65,379.84</b>	<b>73,590.00</b>
<b>Surplus/Deficit</b>	<b>(3,879.66)</b>	<b>(14,490.00)</b>
Opening balance	28,133.94	28,133.94
<b>Closing balance</b>	<b>\$24,254.28</b>	<b>\$13,643.94</b>



Reserve Fund

	Current period 01/05/2023-30/04/2024	Annual budget 01/05/2023-30/04/2024
Revenue		
Interest on Arrears--Reserve	58.57	0.00
Levies Due--Reserve	9,400.00	9,400.00
Total revenue	<u>9,458.57</u>	<u>9,400.00</u>
Less expenses		
Maint Bldg--Car Park	0.00	1,300.00
Maint Bldg--Contingency	5,215.60	5,000.00
Maint Bldg--Electrical	0.00	3,000.00
Total expenses	<u>5,215.60</u>	<u>9,300.00</u>
Surplus/Deficit	<u>4,242.97</u>	<u>100.00</u>
Opening balance	14,832.17	14,832.17
Closing balance	<u><u>\$19,075.14</u></u>	<u><u>\$14,932.17</u></u>



Proposed Budget  
to apply from 01/05/2024

The Owners of Joondanna Rise Apartments Strata Scheme 46926 Joondanna Rise Apartments, 42 Kinsella Street, JOONDANNA WA 6060

Administrative Fund

	Proposed budget	Actual 01/05/2023-30/04/2024	Previous budget
<b>Revenue</b>			
Interest on Arrears--Admin	0.00	364.68	0.00
Levies Due--Admin	60,000.00	59,100.00	59,100.00
Recovery--Insurance Claim	0.00	1,755.50	0.00
Status Certificate Fees (110)	0.00	280.00	0.00
<b>Total revenue</b>	<b>60,000.00</b>	<b>61,500.18</b>	<b>59,100.00</b>
<b>Less expenses</b>			
Admin--Accounting	110.00	110.00	110.00
Admin--Legal & Debt Collection Fees	200.00	0.00	500.00
Admin--Management Fees--Standard	5,430.00	5,001.96	5,231.00
Admin--Stationery/Printing/Postage/Archiving	250.00	218.00	250.00
Admin--Status Certificate Fees	0.00	280.00	0.00
Insurance--General/Building	9,300.00	9,398.72	9,399.00
Maint Bldg--Cleaning	0.00	0.00	2,000.00
Maint Bldg--Cleaning--High Pressure Cleaning	3,000.00	0.00	1,000.00
Maint Bldg--Consultants	3,000.00	0.00	0.00
Maint Bldg--Electrical	3,000.00	3,005.03	3,000.00
Maint Bldg--Fire Protection	200.00	176.00	200.00
Maint Bldg--General Repairs	15,000.00	18,606.93	15,000.00
Maint Bldg--Gutters & Downpipes	1,500.00	997.00	1,000.00
Maint Bldg--Painting	0.00	2,365.00	0.00
Maint Bldg--Pest/Vermin Control	400.00	385.00	400.00
Maint Bldg--Plumbing	5,000.00	6,761.07	3,000.00
Maint Grounds--Gates	1,000.00	649.00	1,000.00
Maint Grounds--Lawns & Gardening	5,000.00	3,378.00	6,000.00
Maint Grounds--Pool	7,000.00	6,325.17	8,000.00
Maint Grounds--Pool Equipment	0.00	0.00	3,000.00
Maint Grounds--Pool Heating	0.00	0.00	8,000.00
Utility--Electricity	1,500.00	1,452.85	1,500.00
Utility--Water & Sewerage	6,500.00	6,270.11	5,000.00
<b>Total expenses</b>	<b>67,390.00</b>	<b>65,379.84</b>	<b>73,590.00</b>
<b>Surplus/Deficit</b>	<b>(7,390.00)</b>	<b>(3,879.66)</b>	<b>(14,490.00)</b>
Opening balance	24,254.28	28,133.94	28,133.94
<b>Closing balance</b>	<b>\$16,864.28</b>	<b>\$24,254.28</b>	<b>\$13,643.94</b>

Administrative Fund

Proposed                      Actual                      Previous  
budget      01/05/2023-30/04/2024                      budget

Total units of entitlement	1000	1000
Levy contribution per unit entitlement	\$60.00	\$59.10

Reserve Fund

	Proposed budget	Actual 01/05/2023-30/04/2024	Previous budget
<b>Revenue</b>			
Interest on Arrears--Reserve	0.00	58.57	0.00
Levies Due--Reserve	9,400.00	9,400.00	9,400.00
<b>Total revenue</b>	<b>9,400.00</b>	<b>9,458.57</b>	<b>9,400.00</b>
<b>Less expenses</b>			
Maint Bldg--Car Park	1,300.00	0.00	1,300.00
Maint Bldg--Contingency	8,000.00	5,215.60	5,000.00
Maint Bldg--Electrical	0.00	0.00	3,000.00
<b>Total expenses</b>	<b>9,300.00</b>	<b>5,215.60</b>	<b>9,300.00</b>
<b>Surplus/Deficit</b>	<b>100.00</b>	<b>4,242.97</b>	<b>100.00</b>
Opening balance	19,075.14	14,832.17	14,832.17
<b>Closing balance</b>	<b>\$19,175.14</b>	<b>\$19,075.14</b>	<b>\$14,932.17</b>
Total units of entitlement	1000		1000
Levy contribution per unit entitlement	\$9.40		\$9.40



Proposed Levy Schedule (Indicative Only)  
to apply from 01/05/2024

The Owners of Joondanna Rise Apartments Strata  
Scheme 46926

Joondanna Rise Apartments, 42 Kinsella Street,  
JOONDANNA WA 6060

Quarterly levy instalments that would apply to each lot if proposed budgets are accepted by the general meeting:

Lot	Unit	Unit Entitlement	Admin Fund	Reserve Fund	Quarterly Total	Annual Total
1	1	61.00	915.00	143.35	1,058.35	4,233.40
2	2	61.00	915.00	143.35	1,058.35	4,233.40
3	3	61.00	915.00	143.35	1,058.35	4,233.40
4	4	61.00	915.00	143.35	1,058.35	4,233.40
5	5	62.00	930.00	145.70	1,075.70	4,302.80
6	6	64.00	960.00	150.40	1,110.40	4,441.60
7	7	64.00	960.00	150.40	1,110.40	4,441.60
8	8	64.00	960.00	150.40	1,110.40	4,441.60
9	9	64.00	960.00	150.40	1,110.40	4,441.60
10	10	64.00	960.00	150.40	1,110.40	4,441.60
11	11	64.00	960.00	150.40	1,110.40	4,441.60
12	12	66.00	990.00	155.10	1,145.10	4,580.40
13	13	61.00	915.00	143.35	1,058.35	4,233.40
14	14	60.00	900.00	141.00	1,041.00	4,164.00
15	15	61.00	915.00	143.35	1,058.35	4,233.40
16	16	62.00	930.00	145.70	1,075.70	4,302.80
		1,000.00	\$15,000.00	\$2,350.00	\$17,350.00	\$69,400.00



# Strata Asset Services (WA) Pty Ltd

ABN 75 086 303 540

Suite 2, 185 Main Street, Osborne Park

PO Box 362 Osborne Park WA 6917

P: (08) 9345 3522

E: [manage@strata-wa.com.au](mailto:manage@strata-wa.com.au)

[www.strata-wa.com.au](http://www.strata-wa.com.au)

**The Owners of Joondanna Rise Apartments  
Strata Scheme 46926  
42 Kinsella Street, JOONDANNA WA 6060**

## **NOTICE OF STRATA COUNCIL MEETING**

**Notice is hereby given that a meeting of the council of the above strata company will be held as follows:**

<b>DATE:</b>	<b>20th June 2024</b>
<b>TIME:</b>	<b>Immediately following the conclusion of the Annual General Meeting</b>
<b>VENUE:</b>	<b>The same venue as the Annual General Meeting</b>

### **Agenda**

- 1.** Appointment of chairperson
- 2.** Record attendance
- 3.** Confirm quorum
- 4.** Election of office bearers
  - Chairperson
  - Secretary
  - Treasurer
- 5.** Any other business raised by members of council
- 6.** Closure

Signature of person issuing this notice:

Paul Keet

Strata Asset Services (WA) Pty Ltd acting as Strata Manager for and on behalf of  
The Owners of Joondanna Rise Apartments Strata Scheme 46926

Date of Notice: 28<sup>th</sup> May 2024



# Strata Asset Services (WA) Pty Ltd

ABN 75 086 303 540

Suite 2, 185 Main Street. Osborne Park

PO Box 362 Osborne Park WA 6917

P: (08) 9345 3522

E: [manage@strata-wa.com.au](mailto:manage@strata-wa.com.au)

[www.strata-wa.com.au](http://www.strata-wa.com.au)

## Information about the Council of the Strata Company

It is generally not practical for all owners to participate in the day to day management of the scheme. The Act provides for the strata company to be operated by a council of owners.

The strata company is run by the council in accordance with the conditions specified in the Act, the by-laws in force for the strata scheme at that time, and subject to any restriction imposed or direction given by ordinary resolution of the strata company.

A properly functioning strata council is ideal for producing positive management outcomes for your strata company. This will make sure the duties of the strata company are carried out.

Where a strata manager is employed to carry out some of the duties of the strata company, the council would then effectively instruct and monitor the strata manager.

### Election of council members

Any owner entitled to vote can nominate for election to the strata council, however, a **nomination form will be required** where there is **more than one owner** of the lot (including **married couples**), or the **owner is a company**, or you are the sole owner and will not be present at the meeting.

### Election of the council and office bearers

The strata company **must** have a strata council and the strata council **must** elect a Chairperson.

Any member of the strata council may hold the positions Chairperson, Secretary or Treasurer.

Members of the council will have these statutory duties imposed on them to:

- act honestly, with loyalty and in good faith in the performance of their functions
- exercise a reasonable degree of care and diligence in the performance of their functions
- ensure they do not make improper use of their position as a member to gain, directly or indirectly, an advantage for themselves or for any other person or to cause detriment to the strata company
- inform the council in writing of any conflict of interest as soon as practicable after they become aware of the conflict. This does not relate to the council member's ownership of a lot in the scheme.

Council members will not be able to vote where they have a conflict of interest. Council members who breach one of these statutory duties may be removed from the council, on application to SAT.

Council members are protected from civil liability provided they act in good faith as provided for in section 141 of the Act and are usually protected to a similar extent from financial losses by way of optional office bearer's insurance taken out by the strata company.

### Notes

- The above information is intended as a guide only. There are many other rules and regulations that govern owners' entitlement to vote, voting at meetings and election of the strata council members, many of which are rarely encountered. Any further queries can be directed to us prior to the meeting if required.



# Strata Asset Services (WA) Pty Ltd

ABN 75 086 303 540

Suite 2, 185 Main Street. Osborne Park

PO Box 362 Osborne Park WA 6917

P: (08) 9345 3522

E: [manage@strata-wa.com.au](mailto:manage@strata-wa.com.au)

[www.strata-wa.com.au](http://www.strata-wa.com.au)

## Important Information about Voting

### Entitlement to vote

To be entitled to vote at a general meeting of the strata company you **MUST**

1. pay all monies owing to the strata company before the meeting.  
You can check the financial status of your lot through our web portal by entering the username and password details previously supplied to you.
2. supply a valid proxy appointment if the lot is owned by -
  - a **married couple**; or
  - more than one person; or
  - a Company, trust or other incorporated body;
  - A single natural person and you will not be attending the general meeting.

### How to appoint a proxy

A Proxy Appointment Form has been attached for your use.

A proxy is a person whom you appoint to exercise the voting rights attached to your strata lot either at a general meeting of the strata company or for a resolution held outside of a meeting. In this case the proxy will be voting at a general meeting.

To appoint a proxy -

- List all lot owner's names as they appear on the certificate of title for the lot; and
- List the lot number; and  
(Multiple lot numbers can be listed provided they share exactly the same ownership)
- Have each lot owner appearing on the certificate of title sign the form; and  
(All persons/companies/etc shown on the lot title need to sign in the spaces provided)
- Clearly identify the person you wish to vote on your behalf;  
(If you are not sure who to nominate as your proxy you may like to consider nominating the chairperson of the meeting, a member of the strata council, or the strata manager)

### Proxy limitations

Following amendments to the Strata Titles Act 1985, by default each proxy appointment is effectively an **enduring proxy**. The act allows for a proxy appointment to be limited in a variety of ways, which includes to a specific meeting date, effectively making it a **specific proxy**. The proxy can also be limited -

- to voting on one or more **Motions** as directed
- in some other way.

### Voting at a meeting

Votes are cast on a **show of hands** at the meeting with each owner having one vote for each lot that they own. Attendees by remote communication can vote on a show of hands if a video image of the attendee is available, otherwise a vote can be registered by vocal acclamation.

### Notes

- The above information is intended as a guide only. There are many rules and regulations that govern owners' entitlement to vote, voting at meetings and voting outside of meetings, many of which are rarely encountered. Any further queries can be directed to us prior to the meeting if required.

If the options in this form do not meet your requirements, seek advice.



**The Owners of Joondanna Rise Apartments**  
**Strata Scheme 46926**  
**42 Kinsella Street, JOONDANNA WA 6060**

**Council Nomination Form**

The Secretary  
C/- Strata Asset Services (WA) Pty Ltd  
PO Box 362  
Osborne Park WA 6917

Email to: [manage@strata-wa.com.au](mailto:manage@strata-wa.com.au)

**Nomination**

**I/We** <sup>(1)</sup> Owner: \_\_\_\_\_ Signature: \_\_\_\_\_

Owner: \_\_\_\_\_ Signature: \_\_\_\_\_

Owner: \_\_\_\_\_ Signature: \_\_\_\_\_

Owner: \_\_\_\_\_ Signature: \_\_\_\_\_

(Ownership details MUST be consistent with the certificate of title)

**being the owner(s) of lot** \_\_\_\_\_ (Lot Numbers)

**hereby nominate** \_\_\_\_\_ (Name of nominee)

**as a candidate for election as a member of the Council of the Strata Company at the general meeting to be held on 20<sup>th</sup> June 2024.**

**Consent of nominee**

I hereby consent to the above nomination Signature: \_\_\_\_\_

**Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2024**

**Nominee Contact Information**

This information may be made available to third parties upon receipt of a valid application made under Section 107 of the Strata Titles Act 1985.	Mobile Phone _____
	Email _____

**Notes**

- Sole owners may self-nominate verbally at the meeting or by completing this form. Otherwise, all owners registered on the title, except the candidate, **must** complete and sign this section.
- The Nominated candidate **must** be an owner.
- **Nominations are only valid when owners are entitled to vote.**
- Nominations will be ratified at the meeting in accordance with the relevant scheme by-laws.
- Please submit this form at least 24 hours prior to the meeting.

**The Owners of Joondanna Rise Apartments**  
**Strata Scheme 46926**  
**42 Kinsella Street, JOONDANNA WA 6060**

**Proxy Appointment Form**

**I/We** Owner: \_\_\_\_\_ Signature: \_\_\_\_\_  
Owner: \_\_\_\_\_ Signature: \_\_\_\_\_  
Owner: \_\_\_\_\_ Signature: \_\_\_\_\_  
Owner: \_\_\_\_\_ Signature: \_\_\_\_\_  
(Ownership details MUST be consistent with the certificate of title)

**being the owner(s) of lot** (Lot Numbers)

**hereby appoint** (Name of Proxy) \_\_\_\_\_

**or failing him/her** (Name of alternate) \_\_\_\_\_  
**or failing him/her** \_\_\_\_\_

**the chairperson of the meeting**  
(Delete if not applicable)

**for all purposes at any general meeting** subject to any limitations expressed below.

**Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2024**

**Limits to this proxy appointment**

Limited to the GENERAL MEETING to be held on \_\_\_/\_\_\_/\_\_\_ or any adjournment thereof.

Limited to voting on the following **Motions** in the manner stated below

Motion Number	For/Against	Motion Number	For/Against

Limited to the following purpose or in another way

**Returning address**

Mail c/- Strata Asset Services (WA) Pty Ltd  
PO Box 362  
Osborne Park WA 6917

Email manage@strata-wa.com.au

**Notes**

- An appointed proxy must be an adult of full age and capacity.
- Where more than one person appears on the lot title (co-owners), **all owners must appoint one person** only to vote as their proxy.
- Individual co-owners without a valid proxy are not entitled to vote.
- Incorporated bodies **must** appoint a proxy.
- If a sole adult owner (not a co-owner) and his or her proxy holder both attend/participate, only the owner can vote.
- This appointment may be revoked at any time by providing written notice of revocation.



STRATA ASSET SERVICES (WA) PTY LTD  
ABN 75 086 303 540

PO Box 362 Osborne Park WA 6917  
Phone: (08) 9345 3522  
Fax: (08) 9345 3422  
manage@strata-wa.com.au

Notice of Levies Due in August 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

Issued 09/07/2024 on behalf of:

The Owners of Joondanna Rise Apartments Strata  
ABN 65407248158  
Joondanna Rise Apartments  
42 Kinsella Street  
JOONDANNA WA 6060  
for Lot 12 Unit 12  
TRYL Natasha Kathryn

Natasha Tryl  
c/- Ms Natasha Tryl  
resitrust@edisonproperty.com.au

Due date	Details	Amounts due (\$)		Total
		Admin Fund	Reserve Fund	
01/08/2024	Admin/Reserve Levy Contributions 01/08/2024 - 31/10/2024	990.00	155.10	1,145.10
	Total levies due in month	990.00	155.10	1,145.10

Total of this levy notice	1,145.10
Levies in arrears	0.00
Interest on levies in arrears	0.00
Outstanding owner invoices	0.00
Subtotal of amount due	1,145.10
Prepaid	0.00
<b>Total amount due</b>	<b>\$1,145.10</b>

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

Cheques should be made payable to 'The Owners of Joondanna Rise Apartments Strata Scheme 46926'

Levy Payment due 01/08/2024



DEFT  
PAYMENT SYSTEMS

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

Natasha Tryl  
Strata Scheme 46926  
Lot 12 Unit 12



\*496 223250366 1045436



Bill code 96503



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



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



Credit card payments can be made over the Internet. Log onto www.deft.com.au or call 1300 301 090 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  
Locked Bag 2501, Perth WA 6001



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

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

Strata Asset Services (WA) Pty Ltd

DEFT Reference Number

2232503661045436

Amount Due

\$1,145.10

Due Date

01/08/2024

Amount Paid

\$



Level 4, 55 St Georges Terrace  
Perth WA 6000

PO BOX 5721, Perth 6831

## Certificate of Currency

### CHU Residential Strata Insurance Plan

<b>Policy No</b>	875213
<b>Policy Wording</b>	CHU RESIDENTIAL STRATA INSURANCE PLAN
<b>Period of Insurance</b>	10/05/2024 to 10/05/2025 at 4:00pm
<b>The Insured</b>	THE OWNERS OF 42 KINSELLA STREET, JOONDANNA SP 46926
<b>Situation</b>	42 KINSELLA STREET JOONDANNA WA 6060

---

### Policies Selected

#### Policy 1 – Insured Property

Building: \$4,080,000  
Common Area Contents: \$40,800  
Loss of Rent & Temporary Accommodation (total payable): \$612,000

#### Policy 2 – Liability to Others

Sum Insured: \$20,000,000

#### Policy 3 – Voluntary Workers

Death: \$200,000  
Total Disablement: \$2,000 per week

#### Policy 4 – Fidelity Guarantee

Sum Insured: \$100,000

#### Policy 5 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

#### Policy 6 – Machinery Breakdown

Sum Insured: \$5,000

#### Policy 7 – Catastrophe Insurance

Sum Insured: \$1,224,000  
Extended Cover - Loss of Rent & Temporary Accommodation: \$183,600  
Escalation in Cost of Temporary Accommodation: \$61,200  
Cost of Removal, Storage and Evacuation: \$61,200

#### Policy 8 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000



Appeal expenses – common property health & safety breaches: \$100,000  
Legal Defence Expenses: \$50,000

**Policy 9 – Lot owners’ fixtures and improvements (per lot)**

Sum Insured: \$250,000

**Flood Cover is included.**

Date Printed

10/05/2024

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

WESTERN



AUSTRALIA

TITLE NUMBER

Volume Folio

2615 796

**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.

*BG Roberts*  
REGISTRAR OF TITLES



**LAND DESCRIPTION:**

LOT 12 ON STRATA PLAN 46926  
TOGETHER WITH A SHARE IN COMMON PROPERTY (IF ANY) AS SET OUT ON THE STRATA PLAN

**REGISTERED PROPRIETOR:**  
(FIRST SCHEDULE)

NATASHA KATHRYN TRYL OF 12/42 KINSELLA STREET, JOONDANNA

(T L407635 ) REGISTERED 23/8/2010

**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.

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: SP46926  
PREVIOUS TITLE: 2528-282  
PROPERTY STREET ADDRESS: UNIT 12 42 KINSELLA ST, JOONDANNA.  
LOCAL GOVERNMENT AUTHORITY: CITY OF STIRLING

<b>STRATA PLAN</b> <h1 style="text-align: center;">46926</h1>	
SHEET 1 OF 4 SHEETS MANAGEMENT STATEMENT NO	
Lodged 14.3.2006 \$9,466.637,195 Examined 12.4.06 N Registered 20.4.06 J708125 Ponds Sec 16.7 P8 D Ad REGISTRAR OF TITLES	
WESTERN AUSTRALIAN PLANNING COMMISSION Certificate of Approval of W. A. P. C. under Section 25 B ( 2 ) of the Strata Titles Act 1985. W.A.P.C. Ref 342-05	
FOR CHAIRMAN	DATE
PLAN OF LOT 86 ON DEPOSITED PLAN 33702.	
CERT. OF TITLE VOL. 2528 FOL. 282	
LOCAL GOVERNMENT CITY OF STIRLING	
INDEX PLAN 86 34 (2) 12.29	
FIELD BOOK NUMBER N / A	
NAME OF SCHEME JOONDANNA RISE APARTMENTS	
ADDRESS OF PARCEL 42 KINSELLA STREET JOONDANNA, W.A. 6060.	
GOVERNMENT OF WESTERN AUSTRALIA Department of Land Information	

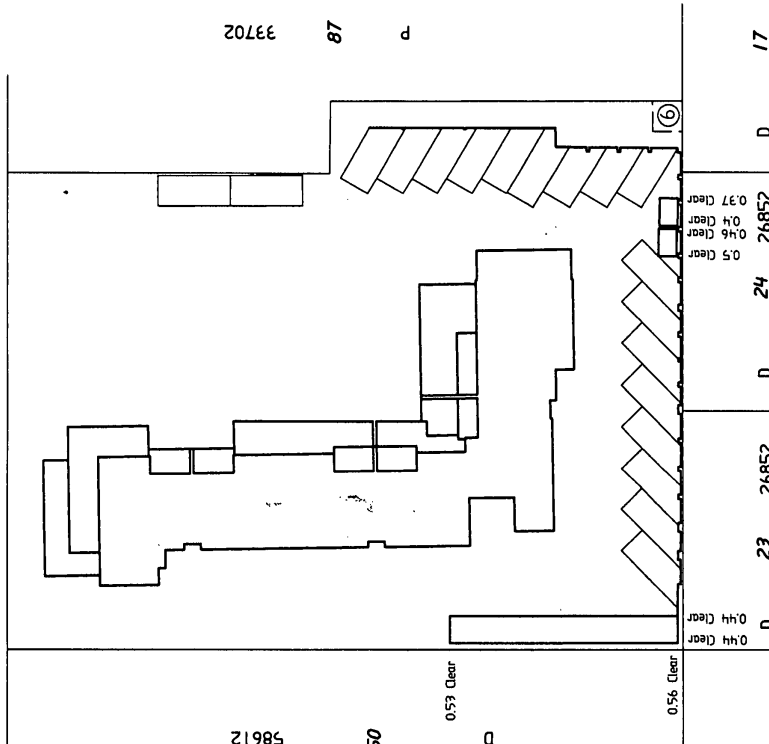
**INTERESTS AND NOTIFICATIONS**

SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN	LAND BURDENED	BENEFIT TO	COMMENTS
⑥	EASEMENT (Sewerage)	SECTION 27A OF TP & D ACT Reg 6	DP 33702	COMMON PROPERTY	WATER CORPORATION	

*S. J. ...*  
19/4/06

LOCATION PLAN  
SCALE 1 : 400

KINSELLA ST



STRATA PLAN 46926



Corr 1114-2005 Pg 19D

**LINKS**  
SURVEYING

LAND DEVELOPMENT CONSULTANTS  
P.O. Box 118, WILLETTON, 6955  
Telephone (08) 9354 8511  
Facsimile (08) 9354 8522  
Email links@surveyslink.com.au

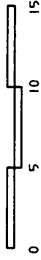
*S. J. ...*

LICENSED SURVEYOR - Alistair Cameron Millar

JOB NO 12564/DWG564 WARNING CREAMING OR FOLDING WILL LEAD TO REJECTION

S. Ansell  
10/14/06

L I N K S  
S U R V E Y I N G



FOR HEADING SEE SHEET 1

STRATA PLAN

46926

SHEET 2 OF 4 SHEETS

LOWER GROUND FLOOR  
SCALE 1 : 300

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

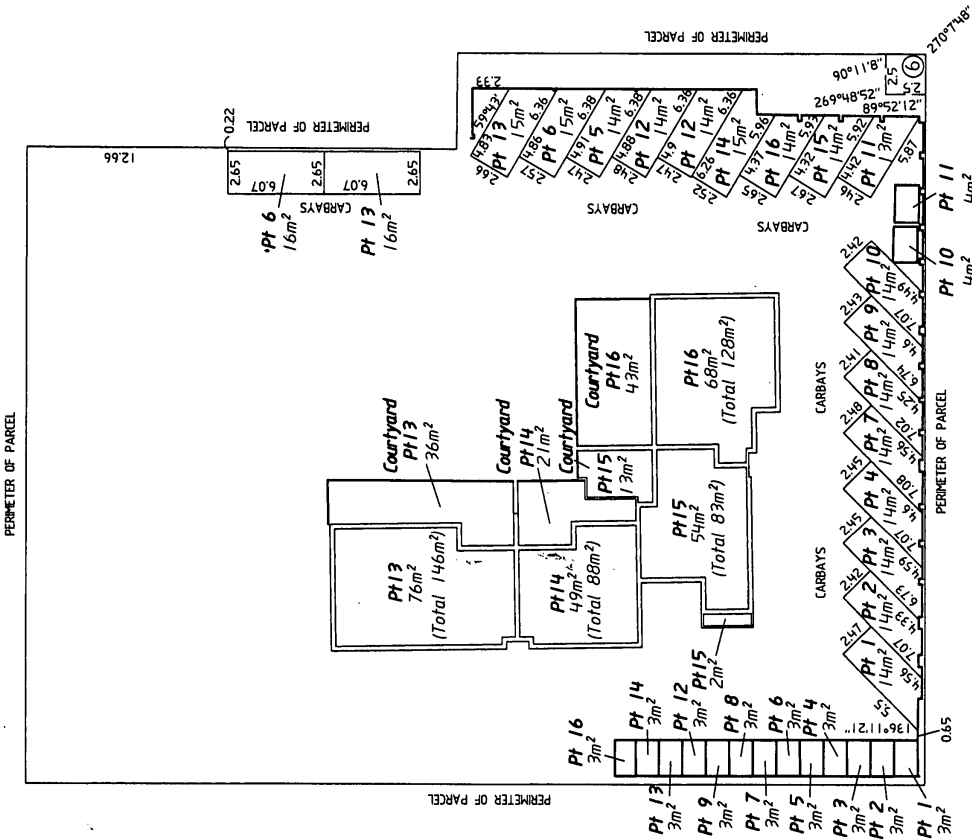
THE STRATUM OF THE PART LOTS LABELED 'COURTYARD' EXTENDS FROM THE UPPER SURFACE LEVEL OF THEIR RESPECTIVE PAVEMENT TO THE HEIGHT OF THE UNDER SURFACE LEVEL OF THE CEILING OF THE ADJACENT PART LOT AND EXTEND FROM THE EXTERNAL FACE OF THE BUILDING TO THE INNER FACE OF THE EXTERNAL BRICK WALL.

THE STRATUM OF THE PART LOTS LABELED 'CARBAY' EXTENDS FROM THE UPPER SURFACE LEVEL OF THEIR RESPECTIVE PAVEMENT TO A HEIGHT OF 5 METRES ABOVE AND EXTEND FROM THE INNER FACE OF THE ABUTTING BRICK WALL AND AS DIMENSIONED.

WHERE APPLICABLE, MEASUREMENTS ARE FROM THE EXTERNAL SURFACE OF THE BUILDING OR PARCEL BOUNDARY.

EXCLUDING PERIMETER OF PARCEL ANGLES ARE MULTIPLES OF 45 DEG UNLESS STATED OTHERWISE OR ARE PERMANENT MONUMENTS.

FOR OTHER PARTS OF LOTS 1 TO 6 SEE SHEET 3  
FOR OTHER PARTS OF LOTS 7 TO 12 SEE SHEET 4



L I N K S  
S U R V E Y I N G  
LAND DEVELOPMENT CONSULTANTS  
P.O. Box 116, WILLETTON, 6955  
Telephone (08) 9354 8511  
Facsimile (08) 9354 8522  
Email links@surveyslink.com.au

*[Signature]*

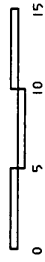
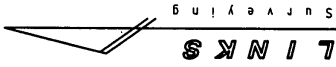
LICENSED SURVEYOR - Alistair Cameron Miller

WARNING - CREASING OR FOLDING WILL LEAD TO REJECTION.

JOB No 12564/DWG564



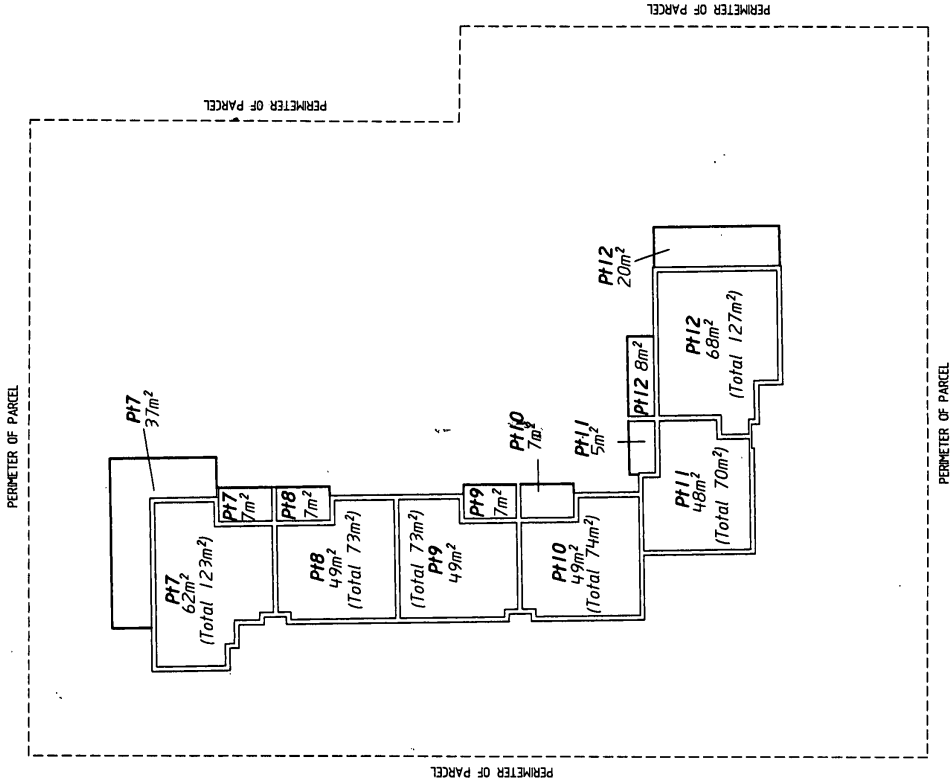
S. Am. L  
10/4/06



FOR HEADING SEE SHEET 1

STRATA PLAN  
46926  
SHEET 4 OF 4 SHEETS

FIRST FLOOR  
SCALE 1 : 300



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

THE STRATUM OF THE PART LOTS ON THIS SHEET EXTEND TO THE BUILDING EXTENDS FROM THE UPPER SURFACE LEVEL OF THEIR RESPECTIVE PAVEMENT TO THE HEIGHT OF THE UNDER SURFACE LEVEL OF THE CEILING OF THE ADJACENT PART LOT ON THIS SHEET AND EXTEND FROM THE EXTERNAL SURFACE OF THE BUILDING TO THE INNER FACE OF THE EXTERNAL BRICK WALL.

FOR OTHER PARTS OF LOTS 7 TO 12 SEE SHEET 2

LINKS  
SURVEYING

LAND DEVELOPMENT CONSULTANTS  
P.O. Box 118, WILLETTON, 6955  
Telephone (08) 9354 8511  
Facsimile (08) 9354 8522  
Email: links@surveylink.com.au

JOB No 12564/DWG564

WARNING CREASING OR FOLDING WILL LEAD TO REJECTION.

LICENSED SURVEYOR - Alistair Cameron Millar

S. Miller  
10/4/06

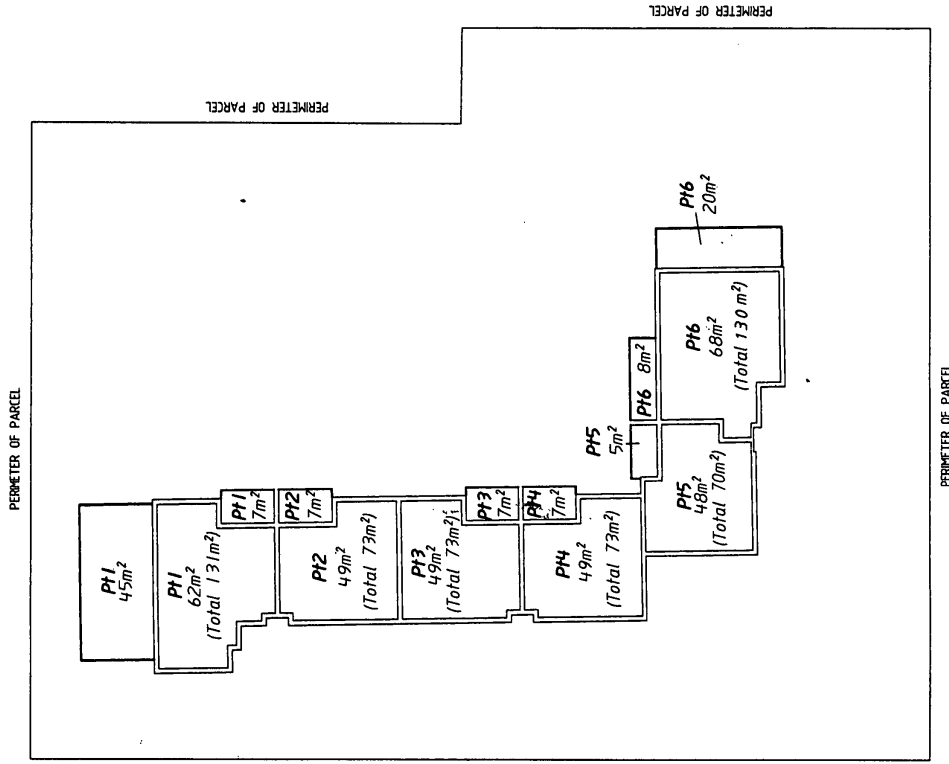
FOR HEADING SEE SHEET 1

STRATA PLAN

46926

SHEET 3 OF 4 SHEETS

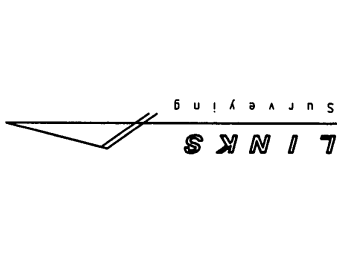
GROUND FLOOR  
SCALE 1 : 300



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

THE STRATUM OF THE PART LOTS ON THIS SHEET EXTENDS TO THE BUILDING EXTENDS FROM THE UPPER SURFACE LEVEL OF THEIR RESPECTIVE PAVEMENT TO THE HEIGHT OF THE UNDER SURFACE LEVEL OF THE CEILING OF THE ADJACENT PART LOT ON THIS SHEET AND EXTEND FROM THE EXTERNAL SURFACE OF THE BUILDING TO THE INNER FACE OF THE EXTERNAL BRICK WALL.

FOR OTHER PARTS OF LOTS 1 TO 6 SEE SHEET 2



**LINKS**  
S u r v e y i n g  
LAND DEVELOPMENT CONSULTANTS  
P.O. Box 118, WILLETTON, 6955  
Telephone (08) 9354 8511  
Facsimile (08) 9354 8522  
Email: links@surveylink.com.au

JOB No 12564/DWG564

WARNING CREASING OR FOLDING WILL LEAD TO REJECTION

LICENSED SURVEYOR - Alistair Cameron Millar

*S. Miller*

**FORM 3**

<b>STRATA/SURVEY STRATA PLAN NO. 46926.</b>							
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	61	2615	785	16	62	2615	800
2	61	r	786				
3	61	r	787				
4	61	^	788				
5	62	r	789				
6	64	^	790				
7	64	^	791				
8	64	~	792				
9	64	~	793				
10	64	^	794				
11	64	~	795				
12	66	✓	796				
13	61	~	797				
14	60	~	798				
15	61	~	799				
				Aggregate	1000		

**DESCRIPTION OF PARCEL AND BUILDING**

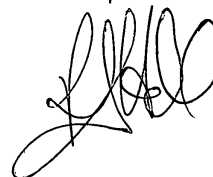
One, Brick, Concrete & Tile, multi level residential complex containing 16 units and situated on Lot 86 in Deposited Plan 33702 and being the whole of land comprised in Certificate of Title Vol. 2528 Fol. 282 and having an address of 42 Kinsella Street, Joondanna, W.A. 6060.

**CERTIFICATE OF LICENSED VALUER  
STRATA/SURVEY STRATA PLAN**

I, **Ross G Hall**, 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.

Date                    16th March 2005

Signed



## FORM 5

*Strata Titles Act 1985*

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

**STRATA PLAN No. 46926**

### DESCRIPTION OF PARCEL & BUILDING


One, Brick, Concrete & Tile, multi level residential complex containing 16 units and situated on Lot 86 in Plan 33702 and being the whole of land comprised in Certificate of Title Vol. 2528 Fol. 282 and having an address of 42 Kinsella Street, Joondanna, W.A. 6060.

### CERTIFICATE OF LICENSED SURVEYOR

I, **Alistair Cameron Millar**, 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
- (b) each building shown on the plan is within the external surface boundaries of the parcel;

11th March 2005

  
Licensed Surveyor

**FORM 7**

*Strata Titles Act 1985*  
Sections 5B(2), 8A(f), 23(1)

**STRATA PLAN No. 46926**

**DESCRIPTION OF PARCEL & BUILDING**

One, Brick, Concrete & Tile, multi level residential complex containing 16 units and situated on Lot 86 in Plan 33702 and being the whole of land comprised in Certificate of Title Vol. 2528 Fol. 282 and having an address of 42 Kinsella Street, Joondanna W.A. 6060.

**CERTIFICATE OF LOCAL GOVERNMENT**

CITY OF STIRLING, the local government hereby certifies that in respect of the strata plan which relates to the parcel and building described above ( in this certificate called " the plan " ) :-

- (1) \*(a) the building and the parcel shown on the plan have been inspected and that it is consistent with the approved building plans and specifications in respect of the building; or
- ~~\*(b) the building has been inspected and the modification is consistent with the approved building plans and specifications relating to the modification;~~
- (2) the building, in the opinion of the local government, is of sufficient standard to be brought under the *Strata Titles Act 1985*;
- ~~(3) 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 on to a public road, street or way the local government is of the opinion that retention of the encroachment in its existing state will not endanger public safety or unreasonably interfere with the amenity of the neighbourhood and the local government does not object to the encroachment; and~~
- (4) any conditions imposed by the Western Australian Planning Commission have been complied with.

Date 2-3-06  
\*Delete if inapplicable

Chief Executive Officer   
\*Delegated Officer under Section 23 (5)

**FORM 26**

WAPC Ref.

**STRATA PLAN NO 46926**

*Strata Titles Act 1985*

Sections 25 ( 1 ), 25 ( 4 )

**CERTIFICATE OF GRANT OF APPROVAL BY WESTERN AUSTRALIA  
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 submitted on 11th March 2005 and relating to the property described below;

Property Description:	Lot (or Strata Plan) No	Lot 86
	Locality	Joondanna
	Local Government	City of Stirling

Lodged by **LINKS Surveying** Job # 12564

Date: 11th March 2005

.....  
For Chairman, Western Australian  
Planning Commission

.....  
Date 10/4/06

FORM 8

REGISTRAR OF TITLES

ANNEXURE **A** OF STRATA / SURVEY ~~STRATA~~ PLAN No. **46926**

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

Dealings registered or recorded on Strata / Survey <del>Strata</del> Plan	Instrument			Signature of Registrar of Titles
	Nature	Number	Regist'd Time	

Note: Entries may be affected by subsequent endorsements.

FORM 8

REGISTRAR OF TITLES

ANNEXURE B OF STRATA / SURVEY / STRATA PLAN No. 46926

SCHEDULE OF ENCUMBRANCES ETC.

Instrument		Signature of Registrar of Titles	Cancellation			
Nature	Number		Nature	Number	Regist'd	Time
	EASEMENT BURDEN CREATED UNDER SECTION 27A T.P.&D.					
	ACT - SEE STRATA PLAN 46926 AS CREATED ON					
	DEPOSITED PLAN 33702.	TS ROSKOPF				

Note: Entries may be affected by subsequent endorsements.



# Strata Plan 46926

<b>Lot</b>	<b>Certificate of Title</b>	<b>Lot Status</b>	<b>Part Lot</b>
1	2615/785	Registered	
2	2615/786	Registered	
3	2615/787	Registered	
4	2615/788	Registered	
5	2615/789	Registered	
6	2615/790	Registered	
7	2615/791	Registered	
8	2615/792	Registered	
9	2615/793	Registered	
10	2615/794	Registered	
11	2615/795	Registered	
12	2615/796	Registered	
13	2615/797	Registered	
14	2615/798	Registered	
15	2615/799	Registered	
16	2615/800	Registered	

**INSTRUCTIONS**

1. Page 2 of this document may be used:
- 1.1 If insufficient space in any section hereon; Appropriate headings should be shown. The boxed sections should only contain the words "see page..."
- 1.2 To set forth Easements created as appurtenant to the land (commencing with the words "together with"). Reservations created encumbering the land (commencing with the words "reserving to") or any Restrictive Covenant hereby created. Any Sketch contained thereon must be initialed by all parties.
2. If further space is required Additional Sheet form B1 should be used with appropriate headings. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialed by the persons signing this document and their witnesses.
4. Duplicate Crown Lease or where issued, the Duplicate Certificate of Title is required to be produced or if held by another party then arrangements must be made for its production. ***If a Duplicate Certificate of Title is not required to be re-issued, or if a Duplicate Certificate of Title has not been issued previously but is required to issue subsequent to this document, the written request of the Transferee is required by signing this panel.*** Written consent of the First Mortgagee is also required if applicable.

**NOTES**

1. **DESCRIPTION OF LAND**  
Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated. Extent - Whole, part or balance of the land comprised in the Certificate of Title to be stated. The Volume and Folio or Crown Lease number, to be stated.
2. **ESTATE AND INTEREST**  
State whether Fee Simple, Leasehold or as the case may be in the land being transferred. If share only, specify.
3. **LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS**  
In this panel show (subject to the next paragraph) those Limitations, interests, encumbrances and notifications affecting the land being transferred that are recorded on the certificate(s) of title:
  - (a) In the Second Schedule; or
  - (b) If no Second Schedule, that are encumbrances; (unless to be removed by action or document before registration hereof). Do not show any:
    - (a) Easement Benefits or Restrictive/Covenant Benefits; or
    - (b) Subsidiary interests or changes affecting a limitation, etc, that is to be entered in the panel (eg, if a lease is shown, do not show any sub-lease or any document affecting either).
 The documents shown are to be identified by nature and number. The plan/diagram encumbrances shown are to be identified by nature and relevant plan/diagram. Strata/survey-strata plan encumbrances are to be described as "interests on strata/survey-strata plan". If none show "nil".
4. **TRANSFEROR**  
State full name of the Transferor/Transferors (Registered Proprietor) as shown on the Certificate of Title or Crown Lease.
5. **CONSIDERATION**  
If a sum of money only, to be expressed in figures and in every other case to be concisely stated in words.
6. **TRANSFeree**  
State full name of the Transferee/Transferees (Purchaser) and the address/addresses to which future notices can be sent. If a minor, state date of birth. If two or more state tenancy eg:
  - Joint Tenants, ***(on the death of a joint tenant, the survivor(s) become(s) the registered proprietor(s) of the deceased's interest by applying to the Registrar of Titles).***
  - Tenants in Common, ***(on the death of a tenant in common, their share is dealt with according to their Will).***
 If Tenants in Common specify shares.
7. **TRANSFeree'S TRANSFEROR'S EXECUTION**  
Transferee's and Transferor's must sign their appropriate panel. A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an adult person. The full name, address and occupation of the witness must be stated.



EXAMINED

L407635 T

23 Aug 2010 11:33:02 Perth



REG \$ 225.00

5

**TRANSFER**

LODGED BY *DeVita + Dixon*

ADDRESS *PO Box 187  
Osborne Park WA 6917*

PHONE No. *9444 6166*

FAX No *9444 6266*

REFERENCE No.

ISSUING BOX No. *301 J*

PREPARED BY *De Vita & Dixon Lawyers*

100363

ADDRESS *P O Box 187  
OSBORNE PARK WA 6917*

*cherene@devitadixon.com.au*

PHONE No. *9444 6166* FAX No. *9444 6266*

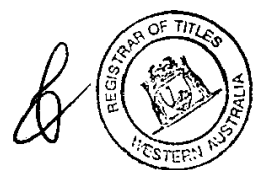
INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY.

*3/2*

TITLES, LEASES, DECLARATIONS ETC. LODGED HERewith

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

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



ATTESTATION SHEET

Dated this 9 day of 8 Year 2010

TRANSFEROR/S SIGN HERE (Note 7)

Signed by Tess Ruth Rolski

In the presence of:  
 Witness sign: *Jade Reilly*

Witness Full Name: JADE REILLY

Witness Address: 17 HELSINKI TERRACE HOCKING WA 6065

Witness occupation: PROPERTY MANAGER

Witness phone (B/H): (08) 9325 0717 or 0403175 572

REQUEST FOR ISSUE / NON-ISSUE (Instruction 4)

BY SIGNING THIS PANEL, I / WE THE TRANSFEREE REQUEST THE ISSUE / NON - ISSUE ( DELETE AS REQUIRED ) OF A DUPLICATE CERTIFICATE(S) OF TITLE FOR THE LAND ABOVE DESCRIBED.

Signed

Signed

TRANSFEREE/S SIGN HERE (Note 7)

THE LODGING PARTY OF THIS DOCUMENT IS AUTHORISED BY THE ABOVE NAMED TRANSFEREE TO INSTRUCT ISSUING DETAILS FOR THE DUPLICATE CERTIFICATE(S) OF TITLE.

Signed by Natasha Kathryn Tryl *N.K. Tryl*

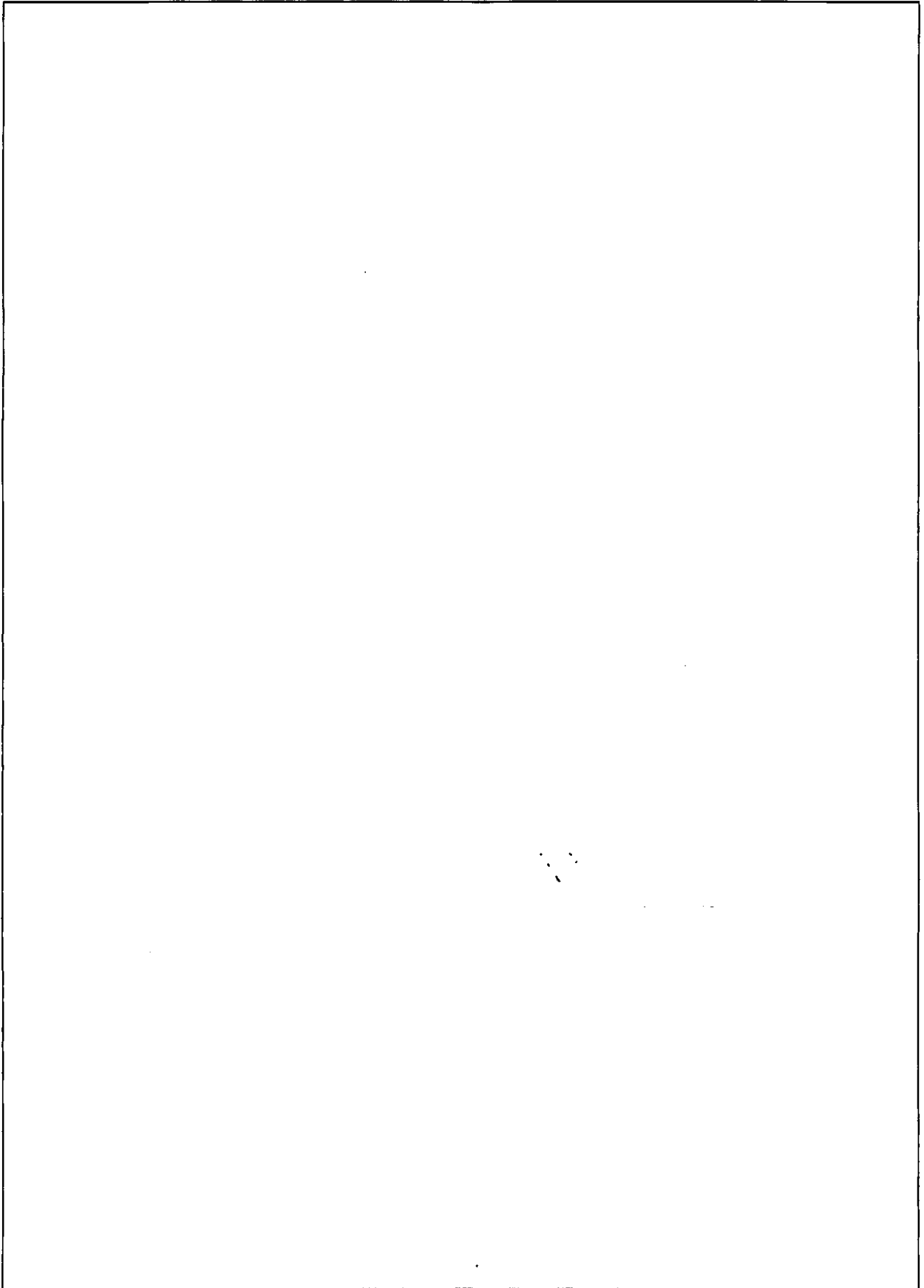
In the presence of:  
 Witness sign: *Nathan John Daniell*

Witness Full Name: x

Witness Address: x

Nathan John Daniell  
 Financial Consultant  
 35 Wade St, Joondanna WA 6080  
 Ph: 1300 856 890 Fax: 08 9443 1595

THE TRANSFEROR for the consideration herein expressed HEREBY TRANSFERS TO THE TRANSFEREE the estate and interest herein specified in the land above described, subject to the encumbrances as shown hereon. (Instruction 2)



# TRANSFER OF LAND

DESCRIPTION OF LAND (Note 1)

DESCRIPTION OF LAND (Note 1)	EXTENT	VOLUME	FOLIO
LOT 12 ON STRATA PLAN 46926	WHOLE	2615	796

ESTATE AND INTEREST (Note 2)

FEE SIMPLE

LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS (Note 3)

INTERESTS AS NOTIFIED ON STRATA PLAN 46926 AND ANY AMENDMENTS

TRANSFEROR (Note 4)

TESS RUTH ROLSKI

ABN 46 012 878 629  
 TRANSACTION DATE 23-JUL-10  
 TSF FHDR 002917845-001 VG W  
 DUTY \*\*\*\*\*0.00  
 DUTYABLE VALUE \*\*\*\*\*425,000  
 NO DUTY PAYABLE HEREON DUTIES ACT 2008  
 COMMISSIONER OF STATE REVENUE

CONSIDERATION (Note 5)

\$425,000.00

TRANSFeree (Note 6)

NATASHA KATHRYN TRYL OF 12/42 KINSELLA STREET, JOONDANNA