

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



APPROVED BY  
THE REAL ESTATE INSTITUTE  
OF WESTERN AUSTRALIA (INC.)  
COPYRIGHT © REIWA 2022  
FOR USE BY REIWA MEMBERS  
000008471658



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

TO: **BJK Genesis Property Pty Ltd RA 74823 ACN 618 296 414 T/A First National Real Estate Genesis ABN 28 618 296 414**  
Address **6/160 Scarborough Beach Road**  
Suburb **Mount Hawthorn** State **WA** Postcode **6016**

As Agent for the Seller / ~~Buyer~~

## THE BUYER

**Name** \_\_\_\_\_  
**Address** \_\_\_\_\_  
Suburb \_\_\_\_\_ State \_\_\_\_\_ Postcode \_\_\_\_\_  
**Name** \_\_\_\_\_  
**Address** \_\_\_\_\_  
Suburb \_\_\_\_\_ State \_\_\_\_\_ Postcode \_\_\_\_\_

EMAIL: The Buyer consents to Notices being served at: \_\_\_\_\_

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

Sole owner  Joint Tenants  Tenants in Common specify the undivided shares \_\_\_\_\_

## SCHEDULE

The **Property** at:

**Address** **3/26 The Crescent**  
Suburb **Midland** State **WA** Postcode **6056**  
Lot **3** ~~Deposited/Survey~~ Strata/Diagram/Plan **62425** Whole / Part Vol **2764** Folio **471**

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

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

**Purchase Price** \_\_\_\_\_

**Settlement Date** \_\_\_\_\_

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

## GST WITHHOLDING

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.**

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



APPROVED BY  
THE REAL ESTATE INSTITUTE  
OF WESTERN AUSTRALIA (INC.)  
COPYRIGHT © REIWA 2022  
FOR USE BY REIWA MEMBERS  
000008471658



## CONDITIONS

### 1. SUBJECT TO FINANCE

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

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

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

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

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

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

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

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

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

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

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

#### 1.4 Finance Approval: Approval Notice Given

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

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

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

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

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

#### 1.6 Buyer Must Keep Seller Informed: Evidence

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

#### 1.7 Right To Terminate

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

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

#### 1.8 Waiver

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

#### 1.9 Definitions

In this Clause:

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

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

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

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

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

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

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

**Latest Time** means:

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

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

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

**Non Approval Notice** means:

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

2. Acceptance of an offer by one Party to the other Party will be sufficiently communicated by the accepting Party to the other Party if verbal or written notification is given by the accepting Party or their Representative or Real Estate Agent that the accepting Party has signed the Contract.
3. The 2022 General Conditions 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.

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

## SPECIAL CONDITIONS - Continued

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

Signature		Date	
Signature		Date	

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

<b>Name</b>	Bryce Nelson Bugden		
<b>Address</b>	Unit 3, 26 the Crescent		
<b>Suburb</b>	Midland	<b>State</b>	WA
		<b>Postcode</b>	6056
<b>Name</b>			
<b>Address</b>			
<b>Suburb</b>		<b>State</b>	
		<b>Postcode</b>	

EMAIL: The Seller consents to Notices being served at:

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

Signature		Date	
Signature		Date	

#### RECEIPT OF DOCUMENTS

The Buyer acknowledges receipt of the following documents:

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

Annexure of Changes to General Conditions (form 198)

Signature	

#### RECEIPT OF DOCUMENTS

The Seller acknowledges receipt of the following documents:

1. This offer and acceptance
2. 2022 General Conditions
3. Annexure of Changes to General Conditions (form 198)

Signature	

### 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 style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>
<b>Signature</b>	<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>
	<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>

#### COPYRIGHT

The copyright of this Contract by Offer and Acceptance is the property of the Real Estate Institute of Western Australia (Inc.) ("REIWA") and neither the form nor any part of it may be used or reproduced by any method whatsoever or incorporated by reference or in any manner whatsoever in any other document without the consent of the REIWA.

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 Bryce Nelson Bugden

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

# AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR MAJOR STRUCTURAL DEFECTS



APPROVED BY THE REAL ESTATE INSTITUTE OF WESTERN AUSTRALIA (INC.) COPYRIGHT © REIWA 2024 FOR USE BY REIWA MEMBERS 000010996822



## ANNEXURE A

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

3/26 The Crescent, Midland WA 6056

**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 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 by 4PM on: \*complete (a) or (b)  
 (a\*)  /  /  **OR** (b\*) 14 days after acceptance ("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 but no later than 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 in writing 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) At any time within a further Five (5) Business Days after (1) that period ending (if no notice is given by the seller); or (2) the date notice in writing is given by the Seller to the Buyer, the Buyer may 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 registered building service contractor (as defined in the *Building Services (Registration) Act 2011WA*) qualified 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 2. If nothing is inserted in clause 2 then the Date will be five (5) Business Days from the later of (i) the Contract Date; or (ii) the Latest Time for Financial Approval (if any).
  - 9.4 "Major Structural Defects" means a fault or deviation from the intended structural performance of a building element and is a major defect to the building structure of sufficient magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility, or further deterioration of the building structure. Major Structural Defects does not include any non-structural element, e.g., roof plumbing and roof covering, general gas, water and sanitary plumbing, electrical wiring, partition walls, cabinetry, windows, doors, trims, fencing, minor structures, non-structural damp issues, ceiling linings, floor coverings, decorative finishes such as plastering, painting, tiling etc., general maintenance, or spalling of masonry, fretting of mortar or rusting of primary structural elements.
  - 9.5 "Major Structural Defects Notice" means a Notice in writing from the Buyer to the Seller to provide the Seller with the opportunity to agree to rectify the Major Structural Defects that the Buyer requires to be rectified.
  - 9.6 "Report" means the report performed in accordance with Appendix A of the Standard by a Registered Builder Consultant. It is not a special purpose report, nor an all-encompassing report dealing with every aspect of the Property. The Report should only be a reasonable attempt to identify Major Structural Defects to the Building structure pursuant to Appendix "A" of the Standard. The presence of defects will only be relevant in this Annexure when the defects are a Major Structural Defect.
  - 9.7 "Standard" means Australian Standard AS 4349-2007 (as amended from time to time) Inspections of buildings Part 1: Pre-purchase Structural Inspection - Residential buildings).
  - 9.8 "Work" means the work required to rectify the Major Structural Defects set out in the Major Structural Defects Notice.
  - 9.9 Words not defined in this Annexure have the same meaning as defined in the Standard or the 2022 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



APPROVED BY  
THE REAL ESTATE INSTITUTE  
OF WESTERN AUSTRALIA (INC.)  
COPYRIGHT © REIWA 2022  
FOR USE BY REIWA MEMBERS  
000010996841



## ANNEXURE B

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

3/26 The Crescent, Midland WA 6056

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

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.

- The Buyer must serve a copy of the Report on the Seller, Seller Agent or Seller Representative by 4PM on: \*complete (a) or (b)  
(a\*)  /  /  OR (b\*) 14 days after acceptance ("Date")
- 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.
- 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.
- 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.
- 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.
- 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.
- If the Seller does not agree in writing 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
  - At any time within a further Five (5) Business Days after (1) that period ending (if no notice is given by the seller); or (2) the date notice in writing is given by the Seller to the Buyer, the Buyer may 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;
  - 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.
- In this Annexure:
  - "Activity" means evidence of the presence of current Timber Pests.
  - "Builder" means a registered building service contractor (as defined in the *Building Services (Registration) Act 2011*WA) qualified to remedy the matters set out in the Major Structural Defects Notice.
  - "Consultant" means an independent inspector qualified and experienced in undertaking, pre-purchase property inspections pursuant to the Standard and Eradication.
  - "Damage" means evidence of damage caused by Timber Pests to the Building.
  - "Date" means the date inserted or calculated in clause 2. If no date is inserted in clause 2 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).
  - "Eradicate" and "Eradication" mean the treatment necessary to eradicate Activity affecting the Building.
  - "Repair" means the Work necessary to repair any Damage.
  - "Report" means a report performed in accordance with the Standard by a Consultant at the Property.
  - "Standard" means Australian Standard AS 4349.3-2010 (as amended from time to time) Inspection of buildings Timber Pest Inspections.
  - "Timber Pests" means subterranean and dampwood termites, borers of seasoned timber and wood decay fungi as defined in the Standard.
  - "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.
  - "Work" means the work required to Repair pursuant to the Timber Pest Notice.
  - Words not defined in this Annexure have the same meaning as defined in the Standard or the 2022 General Conditions.

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

WESTERN



AUSTRALIA

TITLE NUMBER

Volume Folio

2764 471

**RECORD OF CERTIFICATE OF TITLE**  
UNDER THE TRANSFER OF LAND ACT 1893 AND THE  
**STRATA TITLES ACT OF 1985**

The person described in the first schedule is the registered proprietor of an estate in fee simple in the land described below subject to the reservations, conditions and depth limit contained in the original grant (if a grant issued) and to the limitations, interests, encumbrances and notifications shown in the second schedule.

*BGRoberts*  
REGISTRAR OF TITLES



**LAND DESCRIPTION:**

LOT 3 ON STRATA PLAN 62425  
TOGETHER WITH A SHARE IN COMMON PROPERTY (IF ANY) AS SET OUT ON THE STRATA PLAN

**REGISTERED PROPRIETOR:**  
(FIRST SCHEDULE)

BRYCE NELSON BUGDEN OF UNIT 3/26 THE CRESCENT, MIDLAND

(T M201439 ) REGISTERED 5/3/2013

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

1. INTERESTS NOTIFIED ON THE STRATA PLAN AND ANY AMENDMENTS TO LOTS OR COMMON PROPERTY NOTIFIED THEREON BY VIRTUE OF THE PROVISIONS OF THE STRATA TITLES ACT OF 1985 AS AMENDED.
2. I953340 NOTIFICATION CONTAINS FACTORS AFFECTING THE WITHIN LAND. LODGED 4/8/2004.
3. J399444 NOTIFICATION CONTAINS FACTORS AFFECTING THE WITHIN LAND. LODGED 17/8/2005.

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: SP62425  
PREVIOUS TITLE: 2569-463  
PROPERTY STREET ADDRESS: UNIT 3 26 THE CRESCENT, MIDLAND.  
LOCAL GOVERNMENT AUTHORITY: CITY OF SWAN

M183839 AE

13 Feb 2013 11:39:15 Perth



REG \$ 160.00

**INSTRUCTIONS**

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

**NOTES**

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

Handwritten initials: JE

LODGED BY STRATA TITLE CONSULTANCY SERVICES

1 RIVERINA DRIVE, ASCOT

ADDRESS

PHONE No. 92777202

FAX No. 92777202

REFERENCE No.

ISSUING BOX No. 999

PREPARED BY AS ABOVE

ADDRESS

PHONE No.

FAX No.

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

Blank area with handwritten '1' and a vertical line.

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

Received Items

Nos. 0

Receiving Clerk

Handwritten signature

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.

EXAMINED

Blank area for examination stamp.

Landgate logo





**FORM 21**

**NOTIFICATION OF CHANGE OF BY-LAWS**

*Strata Titles Act 1985*

Section 42

THE OWNERS OF 26 THE CRESCENT MIDLAND, STRATA PLAN NO. 62425  
hereby certify:

- \* that by a resolution without dissent duly passed at a meeting of the strata company on the twenty eighth day of November 2012 which became unconditional on the twenty eighth day of November 2012 the by-laws in Schedule 1 to the Act as they applied to the strata company, were amended, repealed or added to as follows:-

Schedule 1 by-laws 2 and 3 are repealed and the following by-laws added -

**16. THEME OF DEVELOPMENT**

The parcel has been developed as a mixed use strata scheme comprising of lot 1 to be used for commercial/retail purposes and lots 2, 3 and 4 for residential use. The proprietors are advised of the proximity of the parcel to a major road system and shopping centre and the possibility that lot 1 may be used as a café/restaurant. The common property is fitted with a grease trap and venting in anticipation of this use.

**17. EXCLUSIVE USE GRANTED TO LOT 2**

The proprietor of lot 2 is hereby granted exclusive use in accordance with section 42(8) of the Act, of that part of the common property that is and is delineated on Annexure "A" as "Exclusive Use of Lot 2" and shall –

- (a) at all times keep its exclusive use area in a clean, neat and tidy condition;
- (b) be permitted to use the exclusive use area solely for the purposes for parking a licensed motor vehicle.

**18. EXCLUSIVE USE ARRANGEMENTS AND TIME LIMITATIONS FOR CAR BAYS**

- (1) To enable efficient use of the car parking bays some car parking bays are shared between the proprietors of lots 1, 3 and 4 and are limited in use between specific days and times. Proprietors and tenants who have shared use may have a temporary private agreement with each other for the shared use. This type of agreement does not over ride the exclusive use by-law and is not a strata company matter. Motor vehicles cannot be parked deliberately to prevent use by other proprietors/tenants. Any disputation between the parties is to be resolved in accordance with Schedule 1 by-law 19.

- (2) The proprietor of lot 1 is in accordance with section 42(8) of the Act hereby granted exclusive use of that part of the common property that is delineated on Annexure "A" as "Shared Exclusive Use of Lots 1 & 3" and shall –
- (a) have exclusive use of its car bays on Monday, Tuesday, Wednesday, Thursday and Friday between the hours of 9.00am to 5.00pm;
  - (b) at all times keep its exclusive use area in a clean, neat and tidy condition;
  - (c) be permitted to use the exclusive use area solely for the purposes for parking licensed motor vehicles.
- (3) The proprietor of lot 3 is in accordance with section 42(8) of the Act hereby granted exclusive use of that part of the common property that is delineated on Annexure "A" as "Shared Exclusive Use of Lots 1 & 3" and shall –
- (a) have exclusive use of its car bays on Monday, Tuesday, Wednesday, Thursday and Friday between the hours of 5.00pm to 9.00am and from Friday evening 5.00pm to Monday morning 9.00am;
  - (b) at all times keep its exclusive use area in a clean, neat and tidy condition;
  - (c) be permitted to use the exclusive use area solely for the purposes for parking licensed motor vehicles.
- (4) The proprietor of lot 3 is hereby granted exclusive use of that part of the part of the common property that is delineated on Annexure "A" as "Shared Exclusive Use of Lots 3 & 4" and shall –
- (a) have exclusive use of its car bay on Monday, Tuesday, Wednesday, Thursday and Friday between the hours of 9.00am to 5.00pm;
  - (b) at all times keep its exclusive use area in a clean, neat and tidy condition;
  - (c) be permitted to use the exclusive use area solely for the purposes for parking licensed motor vehicles.
- (5) The proprietor of lot 4 is hereby granted exclusive use of that part of the part of the common property that is delineated on Annexure "A" as "Shared Exclusive Use of Lots 3 & 4" and shall –
- (a) have exclusive use of its car bays on Monday, Tuesday, Wednesday, Thursday and Friday between the hours of 5.00pm to 9.00am and from Friday evening 5.00pm to Monday morning 9.00am;
  - (b) at all times keep its exclusive use area in a clean, neat and tidy condition;

- (c) be permitted to use the exclusive use area solely for the purposes for parking licensed motor vehicles.

**19. DISPUTE RESOLUTION PROCEDURE**

- (1) Should a dispute arise in relation to the exclusive use by-laws, the proprietors and the strata company shall follow the procedures set out in this by-law to resolve disputes. For the purpose of this by-law an "Independent Person" shall mean an independent, suitably qualified mediator nominated or recommended by the Law Society of Western Australia, and a "Dispute Notice" means the written notice that is to be given under this by-law.
- (2) Where any party bound by the terms of these by-laws is in dispute with another party bound by the terms of these by-laws and such parties cannot resolve the dispute within a reasonable time, then the provisions of this by-law shall apply.
- (3) A party asserting a dispute must give to the other party a Dispute Notice containing the information set out in this by-law.
- (4) The Dispute Notice must state:
  - (a) what is in dispute;
  - (b) the arguments of the party giving the Dispute Notice, and
  - (c) what should be done to rectify the dispute.
- (5) The party receiving the Dispute Notice must respond in writing within five business days of receiving the Dispute Notice.
- (6) If the dispute is not resolved by the exchange of notices, then the parties must confer in the presence of an Independent Person and attempt to resolve the dispute.
- (7) The conference with the Independent Person must be held within 14 days (or at a later time to meet the convenience of the Independent Person) from a notice convening the conference being sent by one of the parties.
- (8) Evidence of anything said or done in the course of attempting to settle a dispute is not admissible in subsequent proceedings.
- (9) During the dispute resolution process, the parties must continue to perform their existing obligations under the terms of the by-laws.
- (10) Subject to the parties' rights under the Act, the decision of the Independent Person or any settlement reached by the parties will be final and binding on the parties. The Independent Person must also determine which party or parties pays the costs of and incidental to the resolution of the dispute.

**20. FACADES OF THE BUILDING**

A proprietor, occupier or other resident shall not modify, alter or erect or carry out any works to the facades of the building without the prior written approval of the council.

**21. OBLIGATION TO NOTIFY DEFECTS IN SERVICES**

A proprietor, occupier or other resident shall give the strata company or managing agent prompt written notice of any accident to or defect in the water pipes, gas pipes, electrical installations, cabling or fixtures that form part of the common property and which are situated in his or her lot. The strata company shall have the discretion to carry out such repairs and renovations as and when they deem necessary for the safety and preservation of the building and services.

**22. RECOVERY OF MONEY EXPENDED AS A RESULT OF BREACH**

If the strata company expends money to make good damage caused by a breach of the Act or by-laws by any proprietor or his tenants, servants, agents, invitees or licensees, or incurs any other costs, expense or claim, the strata company shall be entitled to recover that amount (and the costs of recovery) from the person who was the proprietor of the lot at the time when the breach occurred, whether or not they were the person who caused such expense.

**23. BLOCKAGE OF DRAINAGE PIPES**

The water closets, conveniences and other water apparatus, including waste pipes and drains, shall not be used for any purposes other than those for which they are constructed and no sweepings, rubbish or other unsuitable substance shall be deposited therein. Any resulting damage or blockage to such water closets, conveniences and other water apparatus, waste pipes and drains from misuse or negligence shall be borne by the proprietor of the lot from which the damage or blockage originated, whether the damage or blockage is caused by the proprietor's own actions or those of their tenants, servants, agents, invitees or licensees.

**24. WATER LEAKAGE TO OTHER LOTS AND COMMON PROPERTY**

(1) It is the responsibility of the proprietor of a lot to ensure that all wet areas forming part of the lot (such as bathrooms, en-suites, toilets, laundries, kitchens and balconies) are maintained in a proper sealed manner to prevent the leakage, seepage or transference of any water or other liquid on to any part of the common property or other lot, other than through waste pipes provided for the disposal of such water or liquid.

(2) The proprietor of a lot will be liable for the repair and replacement of any part of the common property, any part of a lot or any of the contents of a lot that are damaged by water leakage from the proprietor's lot.

**25. SUNDRY ITEMS FOR THE USE OF A LOT**

Other than items that are maintained by the strata company, a proprietor of a lot shall be responsible for the replacement, maintenance, repair and servicing of sundry and incidental items (eg. including (but not limited to) air conditioners, hot water systems, door locks, etc.) that are installed on or in the relevant proprietor's lot or the common property if for the exclusive use of the particular lot. In the event a proprietor does not keep these items in good repair, then the strata company may serve a notice on the proprietor requiring these items to be properly maintained.

**26. SAIL ANCHOR POINTS**

The proprietors of lots 2 and 4 acknowledge and agree that the sail anchor points for lot 2 extend into Lot 4 and the common property. The proprietor of lot 4 shall not interfere with these anchor points and will permit reasonable access to the proprietor of lot 2 for repairs and maintenance.

**27. ELECTRICITY AND WATER ARRANGEMENTS FOR EXTERNAL TAPS AND LIGHTS**

- (1) The original proprietor has configured the power and water reticulation on common property so that each lot proprietor contributes a small amount of power or water to items of common property.
- (2) The electric power consumption for –
  - (a) the roller door and garage lighting is recorded on the electricity meters of lots 2 and 3;
  - (b) lighting for the common property on the ground floor (except for garage) is recorded on the electricity meter for lot 1;
  - (c) lighting for the common property on the first floor landing on the stairs and all of the first floor common property is recorded on the electricity meter for lot 2;
  - (d) lighting for the common property on the second floor common property is recorded on the electricity meter for lot 3; and
  - (e) lighting for the common property in the stairs to the front door of lot 4 and the back gate entrance to lot 2 is recorded on the electricity meter for lot 4.
- (3) The water consumption for –
  - (a) for the bin cleaning area is recorded on the water meter of lot 1;
  - (b) for the outside tap at the rear of the ground floor common property is recorded on the water meter of lot 4.

**28. LEASING OF LOTS**

Prior to the leasing of a lot, and before the commencement date of any such lease, the proprietor shall-

- (a) inform the strata company of the name of the proprietor's managing agent for the lot (if any) and the name of the lessee. This information shall be recorded on the strata company roll;
- (b) ensure that the tenant signs a valid lease containing an enforceable covenant to comply with the by-laws ; and
- (c) provide the lessee with a copy of the strata company by-laws.

**29. HOUSE RULES**

The strata company may from time to time make, withdraw or amend rules for the use and management of the common property, including (but not limited to) the management or control of:

- (a) security;
- (b) rubbish collection;

- (c) charges relating to the security system and security keys
- (d) any other rule that the strata company reasonably considers necessary.

provided such house rules shall be intended to promote the peaceful and orderly enjoyment of building and common property for the mutual benefit of all proprietors, tenants and occupiers and must not conflict with the by-laws.

- \* that by a special resolution duly passed at a meeting of the strata company on the twenty eighth day of November 2012 which became unconditional on the twenty eighth day of November 2012 the by-laws in Schedule 2 to the Act as they applied to the strata company, were amended, repealed or added to as follows:-

Schedule 2 by-laws 7(b), 11 and 12(c) are repealed and the following by-laws added –

**15. KEEPING OF PETS**

A proprietor, occupier or other resident of a lot shall not be permitted to keep any pet, bird fish, reptile or any other animal on its lot.

**16. SIGNAGE ERECTION AND INSTALLATION**

- (1) A proprietor, occupier or other resident of a lot must not display any sign, advertisement, placard, banner, for sale sign and for lease sign on any external part of his, her or its lot or the common property without the prior written consent of the strata company (such consent to be at the absolute discretion of the strata company).
- (2) All signage erected, installed or affixed within any lot or common property will be in accordance with the requirements and regulations of any appropriate government agency.
- (3) All signage that is in place at the time of registration of the strata plan is deemed to have been approved by the strata company.
- (4) Nothing contained in this by-law shall restrict the right of the original proprietor for a period of twelve months (12) months following the registration of the strata plan (which right is hereby expressly conferred) to display on any part of any lot or any part of the common property such signs as the original proprietor sees fit.

**17. SECURITY GATES AND DOORS**

- (1) The proprietors of each lot will be liable to pay by levy for all operating, maintenance and repair costs for the security gates and doors. The levy shall be in the same proportions as the respective unit entitlements to each lot.
- (2) The proprietor of a lot will be issued with key devices and remote controls to gain access to the car park and stairways. In the event that a key device or remote control is lost or destroyed the proprietor will immediately inform the secretary. The proprietor will be liable for the cost of replacing and recoding these items.

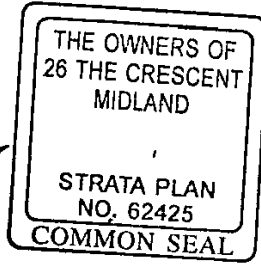
**18. DAMAGE TO COMMON PROPERTY**

A proprietor, occupier or other resident of a lot will be responsible for any damage to any part of the common property caused by them or their employees, agents and other invitees, and shall be liable to pay for any repairs to make good the damage.

The common seal of THE OWNERS OF 26 THE CRESCENT MIDLAND, STRATA PLAN NO. 62425, was hereunto affixed on the twenty eighth day of November 2012 in the presence of:

X *Susanna Cocivera*  
.....  
Susanna Cocivera

X *M. Cocivera*  
.....  
Mario Cocivera  
Members of Council

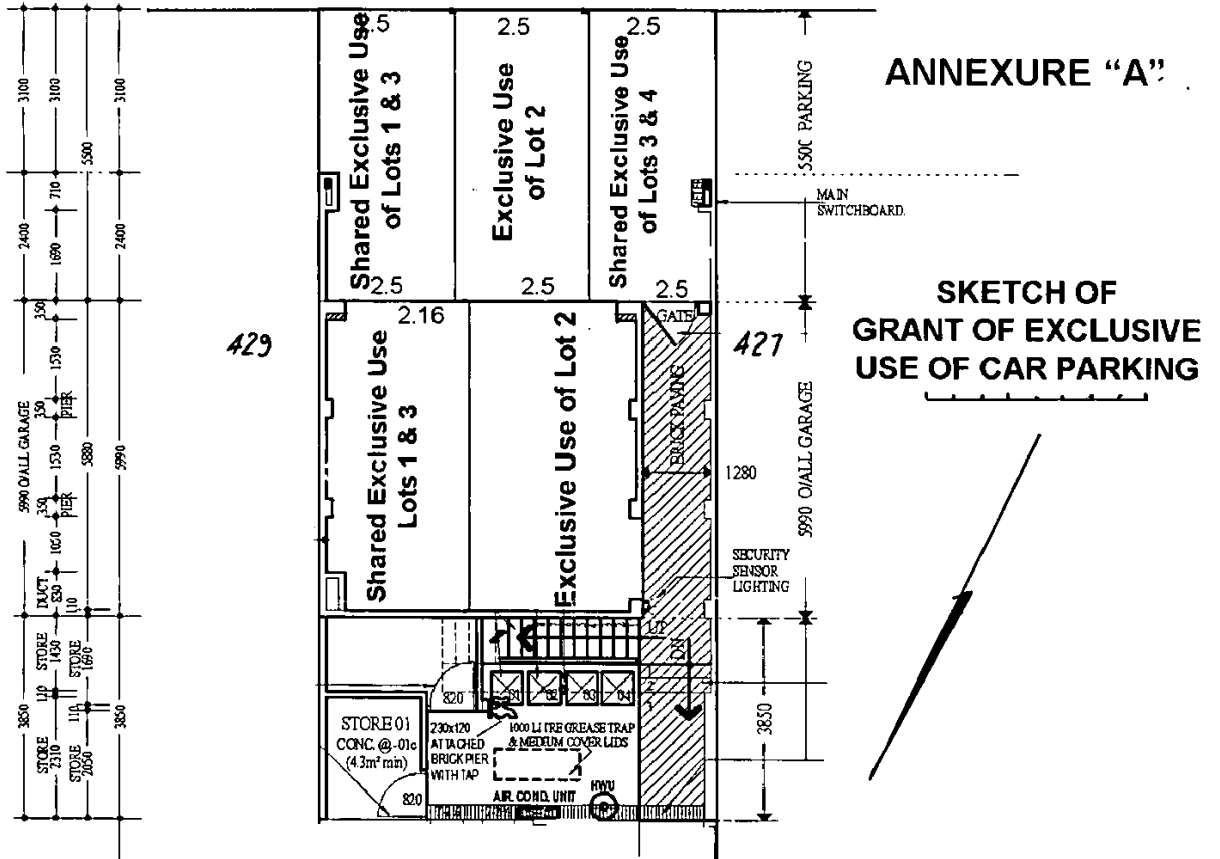


THE OWNERS OF  
26 THE CRESCENT  
MIDLAND

STRATA PLAN  
NO. 62425

COMMON SEAL

THOBY LANE



**SHARED EXCLUSIVE USE CAR BAYS - HOURS OF USE**

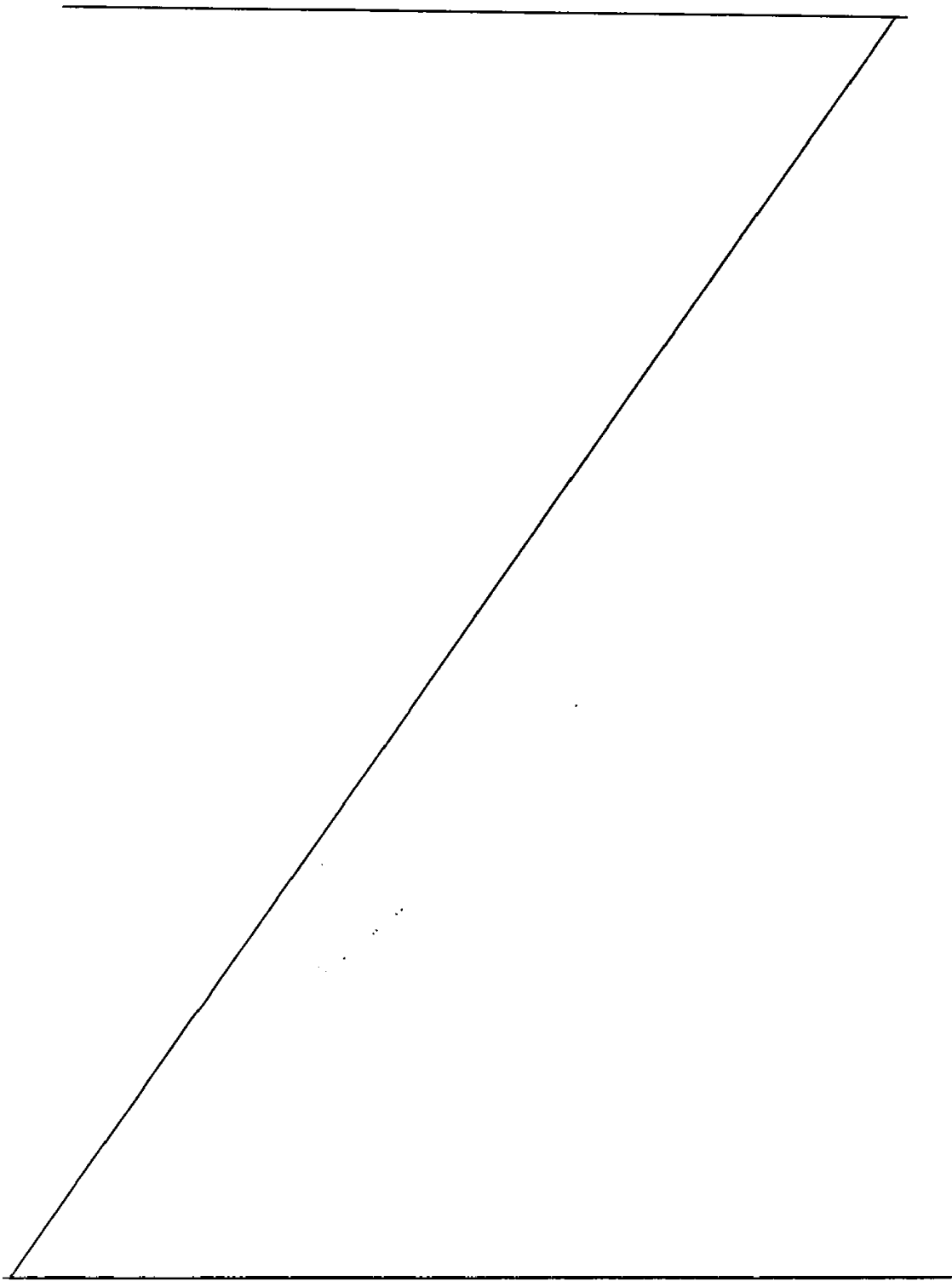
Lot 1 has use of the car bays in "Shared Exclusive Use Lots 1 & 3" between the hours of 9.00am to 5.00pm Monday to Friday.

Lot 3 has use of the car bay in "Shared Exclusive Use Lots 3 & 4" between the hours of 9.00am to 5.00pm on Monday to Friday and has use of the car bays in "Shared Exclusive Use Lots 1 & 3" between the hours of 5.00pm to 9.00am Monday to Friday and on weekends from 5.00pm Friday night to 9.00am Monday morning

Lot 4 has use of the car bay in "Shared Exclusive Use Lots 1 & 4" between the hours of 5.00pm to 9.00am Monday to Friday and on weekends from 5.00pm Friday night to 9.00am Monday morning.

*3 ac.l.*





**INSTRUCTIONS**

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

**NOTES**

1. **DESCRIPTION OF LAND**  
Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated.  
Extent - Whole, part or balance of the land comprised in the Certificate of Title to be stated.  
The Volume and Folio number to be stated.
2. **REGISTERED PROPRIETOR**  
State full name and address of the Registered Proprietors as shown on the Certificate of Title and the address/addresses to which future notices can be sent.
3. **LOCAL GOVERNMENT/PUBLIC AUTHORITY**  
State the name of the Local Government or the Public Authority preparing and lodging this notification.
4. **FACTOR AFFECTING THE USE AND ENJOYMENT OF LAND**  
Describe the factor affecting the use or enjoyment of land.
5. **ATTESTATION OF LOCAL GOVERNMENT/PUBLIC AUTHORITY**  
To be attested in the manner prescribed by the Local Government Act or as prescribed by the Act constituting the Public Authority.
6. **REGISTERED PROPRIETOR'S EXECUTION**  
A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of the witness must be stated.

EXAMINED

(L)

OFFICE USE ONLY

I 953340 NR

~~14 Jul, 2004 15:58:35~~ Perth



REG. \$ 77.00

4 Aug, 2004 11:08:26

**NOTIFICATION**

LODGED BY McMullen Nolan & Partners

ADDRESS PO Box 117, South Perth 6951

PHONE No. (08) 9474 1099

FAX No. (08) 9474 1093

REFERENCE No. 92498

ISSUING BOX No. ~~888~~ 119

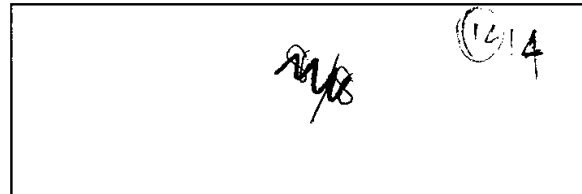
MINTER ELLIS/SUN  
152-158 ST GEORGES TERRACE  
PERTH W.A. 6000  
(08) 9429 7444 Fax: (08) 9429 7661  
TITLES OFFICE BOX 119

LODGED BY McMullen Nolan & Partners

ADDRESS PO Box 117, South Perth 6951

PHONE No. (08) 9474 1099 FAX No. (08) 9474 1093

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



TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

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

Registering Client

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



# NOTIFICATION UNDER SECTION 70A

DESCRIPTION OF LAND (Note 1)	EXTENT	VOLUME	FOLIO
LOTS 428 TO 433 ON DEPOSITED PLAN 40522	WHOLE	2569	463 to 468

REGISTERED PROPRIETOR (Note 2)  
MIDLAND REDEVELOPMENT AUTHORITY OF YELVERTON DRIVE, MIDLAND

LOCAL GOVERNMENT/PUBLIC AUTHORITY (Note 3)  
MIDLAND REDEVELOPMENT AUTHORITY OF YELVERTON DRIVE, MIDLAND

FACTOR AFFECTING USE OR ENJOYMENT OF LAND (Note 4)  
THE SUBJECT LOTS ARE IN PROXIMITY TO THE PERTH AIRPORT, THEREFORE RESIDENTIAL AMENITY IS LIKELY TO BE THE SUBJECT OF IMPACTS FROM AIRCRAFT WITH REGARD TO NOISE, VIBRATION AND EMISSIONS. AS A RESULT, THERE MAY BE A NEED TO INCORPORATE APPROPRIATE FEATURES IN THE DESIGN AND CONSTRUCTION OF RESIDENCES TO MITIGATE AGAINST ANY IMPACTS

Dated this 14<sup>th</sup> day of July 2024

LOCAL GOVERNMENT/PUBLIC AUTHORITY ATTESTATION (Note 5) REGISTERED PROPRIETOR/S SIGN HERE (Note 6)

THE COMMON SEAL of the MIDLAND REDEVELOPMENT AUTHORITY was hereunto affixed with the authority of its Board in the presence of:-

*[Signature]* in the presence of  
Chairman/Member of the Authority

*[Signature]* Member/CEO of the Authority

THE COMMON SEAL of the MIDLAND REDEVELOPMENT AUTHORITY was hereunto affixed with the authority of its Board in the presence of:-

*[Signature]* signed  
Chairman/Member of the Authority

*[Signature]* in the presence of  
Member/CEO of the Authority

**INSTRUCTIONS**

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

**NOTES**

1. **DESCRIPTION OF LAND**  
Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated.  
Extent - Whole, part or balance of the land comprised in the Certificate of Title to be stated.  
The Volume and Folio number, to be stated.
2. **REGISTERED PROPRIETOR**  
State full name and address of the Registered Proprietors as shown on the Certificate of Title and the address / addresses to which future Notices can be sent.
3. **LOCAL GOVERNMENT / PUBLIC AUTHORITY**  
State the name of the Local Government or the Public Authority preparing and lodging this notification.
4. **FACTOR AFFECTING THE USE AND ENJOYMENT OF LAND**  
Describe the factor affecting the use or enjoyment of land.
5. **ATTESTATION OF LOCAL GOVERNMENT / PUBLIC AUTHORITY**  
To be attested in the manner prescribed by the Local Government Act or as prescribed by the Act constituting the Public Authority.
6. **REGISTERED PROPRIETOR'S EXECUTION**  
A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of the witness must be stated.

EXAMINED

**J399444 NR**

17 Aug 2005 14:08:07 Perth



REG \$ 80.00

**NOTIFICATION**

LODGED BY McLeods  
 ADDRESS 220 - 222 Stirling Highway  
 CLAREMONT WA 6010  
 PHONE No. 9383 3133  
 FAX No 9383 4935  
 REFERENCE No. McL/R11 18342 (18342-05.07.25-FG-Not)  
 ISSUING BOX No. 346K

PREPARED BY McLeods  
 ADDRESS 220 - 222 Stirling Highway  
 CLAREMONT WA 6010  
 PHONE No. 9383 3133 FAX No. 9393 4935

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

**TITLES, LEASES, DECLARATIONS ETC. LODGED HEREWITH**

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

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



NOTIFICATION UNDER SECTION 70A

SIGNED by the said MARIO  
COCIVERA in the presence of:

) M. Courera )

Witness sign:

M. G. Guagliardo

Witness name:

M. G. GUAGLIARDO

Address:

Maria Luiscappina  
108 DELAWNEY ST,  
BALLARUA. W.A.

Occupation:

HOME DUTIES.

SIGNED by the said SUSANNA  
COCIVERA in the presence of:

) S. Cocivera )

Witness sign:

M. G. Guagliardo

Witness name:

M. G. GUAGLIARDO

Address:

108 DELAWNEY ST.  
BALLARUA. W.A.

Occupation:

HOME DUTIES.

THE COMMON SEAL of the CITY  
OF SWAN was hereunto affixed in  
the presence of:

)  
)  
)

  
CHIEF EXECUTIVE OFFICER



M. J. [Signature]  
EXECUTIVE MANAGER



## Factors Affecting use or Enjoyment of the Land

Registered proprietors and prospective purchasers of the land described above or any part thereof ("the land") are notified that an awning forming part of the three storey mixed use (residential and shop) development on the land ("the awning") encroaches into the road reserve immediately adjacent to the development and abutting the Crescent ("the road reserve") and accordingly the provisions of Regulation 17 of the Local Government (Uniform Local Provisions) Regulations 1996 ("Regulation 17") which regulates the placement of structures in, on or over local government property affects the use of the land in the following manner:

1. Registered proprietors of the land shall be required to take out public liability insurance to ensure that the City of Swan ("the City") is covered for all claims under the policy in respect of loss, damage or injury occurring to the Road Reserve or any property of the City or property under the care, control and management of the City:
  - (a) as a result of the construction of the awning over the road reserve or the use of the road reserve in connection with the awning; or
  - (b) on the road reserve as a result of the construction of the awning over the road reserve or in respect of the use of the road reserve in connection with the awning.
2. The public liability insurance shall cover the City for the insured sum for any one event in respect of injury or loss to both to persons and property.
3. The registered proprietor shall be required to notify the City of any cancellation of the policy and the City shall not be liable for any payments whatsoever (including any excess on claims) in respect of such insurance.
4. The registered proprietor shall be required to maintain the awning at its cost and ensure that the road reserve is not permanently or unreasonably obstructed by reason of the awning.
5. The registered proprietor shall be required to remove the awning in the event the road reserve is required for its intended purpose and shall reinstate the road reserve at its cost to a state satisfactory to the City.

Registered proprietors are further notified that failure to comply with Regulation 17 is an offence under paragraph (6) of Regulation 17 and any non-compliance with Regulation 17 may render the registered proprietor of the land liable to prosecution. Further information in respect of the above may be obtained from the offices of the City of Swan.

FORM N 1

FORM APPROVED  
NO. B2594

WESTERN AUSTRALIA  
TRANSFER OF LAND ACT 1893 AS AMENDED

## NOTIFICATION UNDER SECTION 70A

DESCRIPTION OF LAND (Note 1)

DESCRIPTION OF LAND (Note 1)	EXTENT	VOLUME	FOLIO
Lot 428 on Deposited Plan 40522 /	Whole	2569	463 ✓

REGISTERED PROPRIETOR (Note 2)

MARIO COCIVERA and SUSANNA COCIVERA both of 1921 West Swan Road, Caversham. / ✓

LOCAL GOVERNMENT / PUBLIC AUTHORITY (Note 3)

CITY OF SWAN of Corner Morrison Road and Great Northern Highway, Midland. /

FACTOR AFFECTING USE OR ENJOYMENT OF LAND (Note 4)

(See Page 3)

Dated this

16

day of

August

Year

2005 ✓

LOCAL GOVERNMENT / PUBLIC AUTHORITY ATTESTATION (Note 5)

REGISTERED PROPRIETOR/S SIGN HERE (Note 6)

For Execution see Page 5

For Execution see Page 5



# LandSurveys

LICENSED AND ENGINEERING SURVEYORS  
PROJECT DEVELOPMENT CONSULTANTS  
Unit 1 / 8 Fisher Street, Belmont WA 6104  
Phone 9477 4477  
Fax 9477 4499  
E-Mail projects@landsurveys.net.au  
Our Ref: 564194

## STRATA PLAN 62425

SHEET 1 OF 4 SHEETS

PLAN OF LOT 428  
ON DP 40522

CERTIFICATE OF TITLE  
Volume 2569 Folio 463

LOCAL GOVERNMENT  
CITY OF SWAN

INDEX PLAN  
BG34 (2) 22.32

FIELD BOOK  
1 : 250 @ A3 - SHEET 1  
1 : 200 @ A3 - SHEETS 2 - 4

NAME OF SCHEME  
26 THE CRESCENT  
MIDLAND

ADDRESS OF PARCEL  
26 THE CRESCENT  
MIDLAND WA 6056

MANAGEMENT STATEMENT  YES  NO

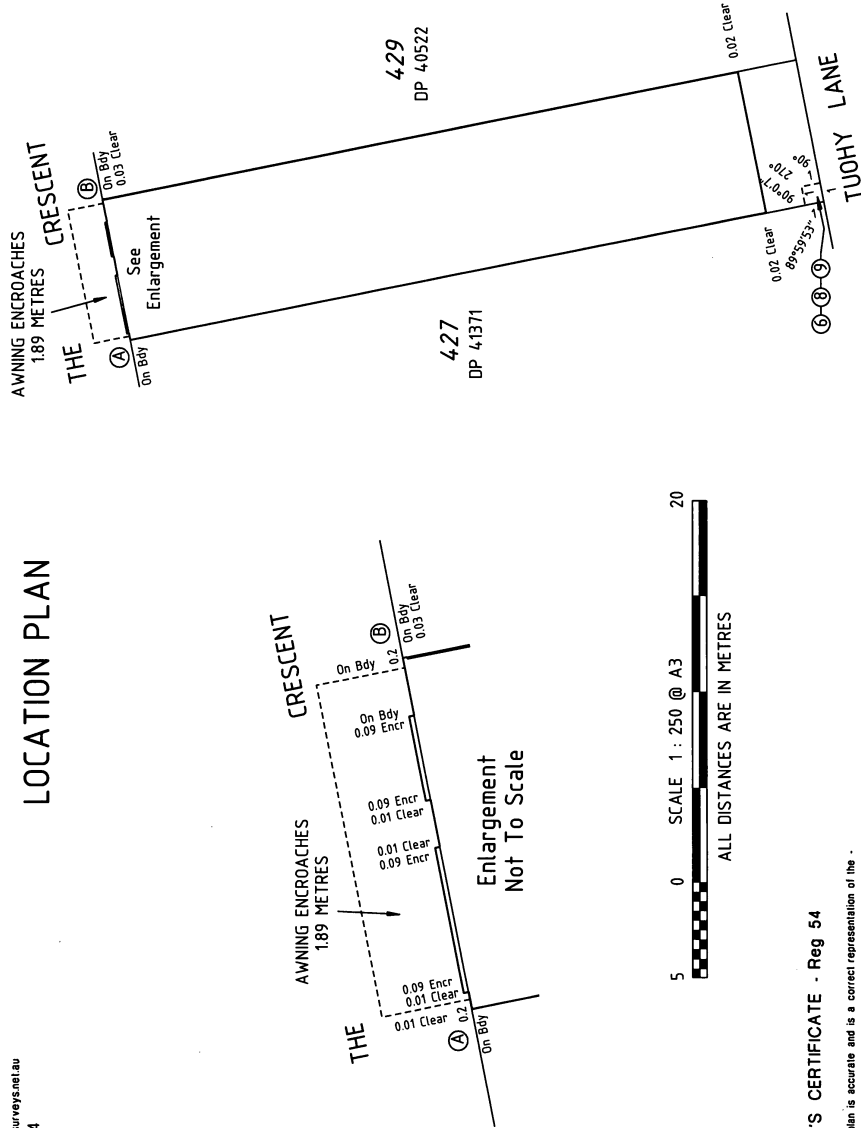
LOGGED CERTIFIED CORRECT 15.3.2011  
DATE TRIM 26864-2010  
COR IN ORDER FOR DEALINGS  
FEE PAID \$445.00  
SUBJECT TO NIL  
ASSESS No. 8337557  
DATE 15.3.2011

FOR REGISTRAR OF TITLES DATE 15.3.2011  
REGISTERED  
1560121  
APPLICATION  
15-3-11

Strata Titles Act 1985 - Sections 25 (1), 25 (4) FORM 26  
WESTERN AUSTRALIAN PLANNING COMMISSION TO STRATA PLAN  
WAPE REF: [Signature]  
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 [Signature]  
and relating to  
the property described herein

For Chairman Western Australian Planning Commission  
  
**Landgate**  
Western Australian Land Information Authority

## LOCATION PLAN



SURVEYOR'S CERTIFICATE - Reg 54  
Eric Horlin

I hereby certify that this plan is accurate and is a correct representation of the  
(a) survey made/  
(b) calculations from measurements.  
I declare if inapplicable  
I have not included any information  
with this relevant written base(s) in relation to which it is lodged.

LICENSED SURVEYOR  
Eric Horlin  
2011.02.22 13:40:54 +0800

### INTERESTS AND NOTIFICATIONS

SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN	LAND BURDENED	BENEFIT TO	COMMENTS
Ⓐ	EASEMENT (WATER SUPPLY)	SEC 27A T P & D ACT REG 6	DP 40522	COMMON PROPERTY	WATER CORPORATION	
Ⓑ	EASEMENT (UNDERGROUND POWER)	SEC 27A T P & D ACT REG 8	DP 40522	COMMON PROPERTY	WESTERN POWER CORPORATION	
Ⓒ	EASEMENT (GAS)	SEC 27A T P & D ACT REG 9	DP 40522	COMMON PROPERTY	ALINTA GAS	
Ⓐ TO Ⓑ	RESTRICTIVE COVENANT	SEC 129BA OF THE TLA	DOC 1953339	LOTS 1 - 4 AND COMMON PROPERTY	CITY OF SWAN	RESTRICTION OF ACCESS

VERSION AMENDMENT AUTHORIZED BY DATE

HELD BY LANDGATE  
IN DIGITAL FORM ONLY.

STRATA PLAN

**62425**

SHEET 2 OF 4 SHEETS

ORIGINAL

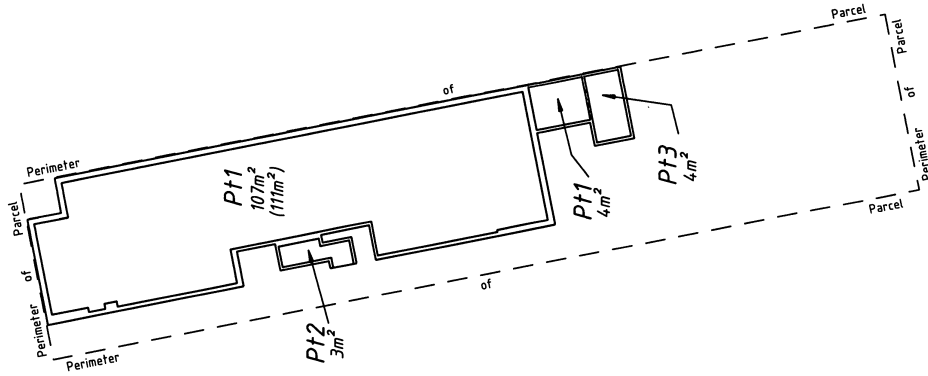
# GROUND FLOOR PLAN

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

ALL ANGLES ARE 90° UNLESS OTHERWISE SHOWN

FOR OTHER PARTS OF LOT 2 SEE SHEET 3

FOR OTHER PARTS OF LOT 3 SEE SHEET 4



ALL DISTANCES ARE IN METRES

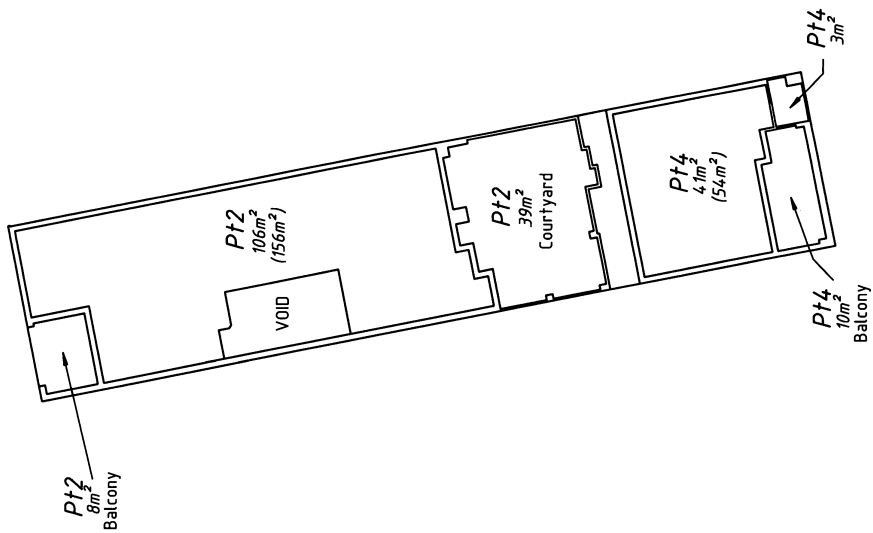
STRATA PLAN

**62425**

SHEET 3 OF 4 SHEETS

ORIGINAL

# FIRST FLOOR PLAN

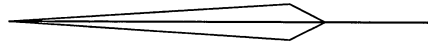


THE BOUNDARIES OF THE LOTS OR PARTS OF THE LOTS WHICH ARE BUILDINGS SHOWN ON THE STRATA PLAN ARE THE INNER SURFACES OF THE WALLS, THE UPPER SURFACE OF THE FLOOR AND THE UNDER SURFACE OF THE CEILING, AS PROVIDED BY SECTION 3(2)(a) OF THE STRATA TITLES ACT 1985

THE BOUNDARIES OF THE BALCONY PART LOTS IS THE EXTERNAL SURFACES OF THE BUILDING WALLS AND THE INTERNAL SURFACES OF THE BALCONY WALLS AND EXTENDS FROM THE UPPER SURFACE OF THE BALCONY FLOOR TO THE PROLONGATION OF THE UNDERSIDE OF THE CEILING OF THEIR RESPECTIVE ADJOINING PART LOT, EXCEPT WHERE COVERED

THE BOUNDARIES OF THE COURTYARD PART LOT IS THE EXTERNAL SURFACES OF THE BUILDING WALLS AND THE INTERNAL SURFACES OF THE COURTYARD WALLS AND EXTENDS FROM THE UPPER SURFACE OF THE COURTYARD FLOOR TO THE PROLONGATION OF THE UNDERSIDE OF THE CEILING OF THEIR RESPECTIVE ADJOINING PART LOT, EXCEPT WHERE COVERED

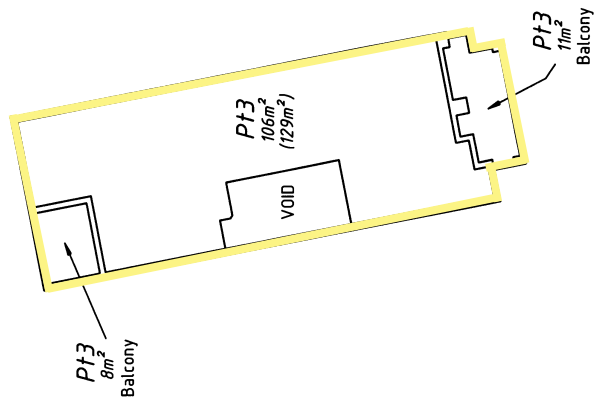
FOR OTHER PARTS OF LOT 2 SEE SHEET 2



STRATA PLAN  
**62425**  
SHEET 4 OF 4 SHEETS

ORIGINAL

## SECOND FLOOR PLAN



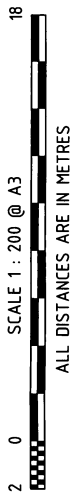
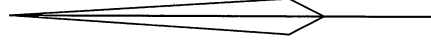
THE BOUNDARIES OF THE LOTS OR PARTS OF THE LOTS WHICH ARE BUILDINGS SHOWN ON THE STRATA PLAN ARE THE INNER SURFACES OF THE WALLS, THE UPPER SURFACE OF THE FLOOR AND THE UNDER SURFACE OF THE CEILING, AS PROVIDED BY SECTION 3(2)(a) OF THE STRATA TITLES ACT 1985

THE BOUNDARIES OF THE BALCONY PART LOTS IS THE EXTERNAL SURFACES OF THE BUILDING WALLS AND THE INTERNAL SURFACES OF THE BALCONY WALLS AND EXTENDS FROM THE UPPER SURFACE OF THE BALCONY FLOOR TO THE PROLONGATION OF THE UNDERSIDE OF THE CEILING OF THEIR RESPECTIVE ADJOINING PART LOT, EXCEPT WHERE COVERED

THE BOUNDARIES OF THE COURTYARD PART LOT IS THE EXTERNAL SURFACES OF THE BUILDING WALLS AND THE INTERNAL SURFACES OF THE COURTYARD WALLS AND EXTENDS FROM THE UPPER SURFACE OF THE COURTYARD FLOOR TO THE PROLONGATION OF THE UNDERSIDE OF THE CEILING OF THEIR RESPECTIVE ADJOINING PART LOT, EXCEPT WHERE COVERED

FOR OTHER PARTS OF LOT 3 SEE SHEET 2

# Attachment 1



STRATA PLAN No. 62425							
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	32	2764 - 469					
2	30	2764 - 470					
3	28	2764 - 471					
4	10	2764 - 472					
				Aggregate	100		

DESCRIPTION OF PARCEL AND BUILDING

Lot 428 on Deposited Plan 40522.  
 Multi level complex of brick and iron construction comprising 1 commercial and 3 residential units having the address of 26 The Crescent, Midland 6056.

CERTIFICATE OF LICENSED VALUER  
 STRATA

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

14-Feb-2011  
 Date

  
 Digitally signed by Kevin S Johnson  
 DN: cn=Kevin S Johnson, c=AU,  
 o=K S Johnson and Associates,  
 email=kevin@ksjohnson  
 Date: 2011.02.14 12:00:36 +0800  
 Signed

FORM 5

ORIGINAL

Strata Titles Act 1985

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

STRATA PLAN No. 62425

DESCRIPTION OF PARCEL & BUILDING

Parcel: Lot 428 on DP 40522
Known as: 26 The Crescent, Midland W.A. 6056
Building: Multi level complex of brick and iron construction comprising of 1 commercial unit & 3 residential units.

CERTIFICATE OF LICENSED SURVEYOR

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

- (a) each lot that is not wholly within a building shown on the plan is within the external surface boundaries of the parcel; and either
\*(b) each building shown on the plan is within the external surface boundaries of the parcel; or
\*(c) in a case where a part of a wall or building, or material attached to a wall or building, encroaches beyond the external surface boundaries of the parcel —
(i) all lots shown on the plan are within the external surface boundaries of the parcel;
(ii) the plan clearly indicates the existence of the encroachment and its nature and extent; and
(iii) where the encroachment is not on to a public road, street or way, that an appropriate easement has been granted and will be lodged with the Registrar of Titles to enable it to be registered as an appurtenance of the parcel; and
\*(d) if the plan is a plan of re-subdivision, it complies with Schedule 1 by law(s) no(s) on Strata Plan No. registered in respect of (name of scheme) or sufficiently complies with that/those by law(s) in a way that is allowed by regulation 36 of the Strata Titles General Regulations 1996.

[Handwritten signature of Eric Horlin]

Eric Horlin
2011.02.22 13:42:51 +08'00'

Licensed Surveyor

Date

\*Delete if inapplicable

Strata Titles Act 1985

Section 5B(2), 8A(f), 23(1)

STRATA PLAN No. **62425**

**DESCRIPTION OF PARCEL & BUILDING**

Parcel: Lot 428 on DP 40522  
Known as: 26 The Crescent, Midland W.A. 6056  
Building: Multi level complex of brick and iron construction comprising of 1 commercial unit & 3 residential units.

**CERTIFICATE OF LOCAL GOVERNMENT**

City of Swan

....., 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) \*(a) any conditions imposed by the Western Australian Planning Commission have been complied with; or

~~\*(b) the within strata scheme is exempt from the requirement of approval by the Western Australian Planning Commission;~~

8.2.11  
.....  
Date

\*Delete if inapplicable

  
.....  
-Chief Executive Officer-  
**DELEGATED OFFICER**  
SECTION 23(5) -  
STRATA TITLES ACT

FORM 26

Local Government Ref.

~~WAPC Ref.~~

STRATA PLAN NO 62425

Strata Titles Act 1985

Sections 25(1), 25(4)

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

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

~~\*(i) the \*Strata Plan/plan of re-subdivision/plan of consolidation submitted on . . . . .~~  
16-Dec-10 . . . . . and relating to the property described below;

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

Property Description: Lot (or Strata Plan) No. . . . . Lot 428  
. . . . .  
Location . . . . . #26 The Crescent  
. . . . .  
Locality . . . . . Midland  
. . . . .  
Local Government . . . . . City of Swan

Lodged by: Land Surveys NPJS Pty Ltd  
Date: 16-Dec-10

*M.J. Foley*  
Michael James Foley  
Chief Executive Officer

For Chairman, Western Australian Planning Commission

*13/1/2011*  
Date

(\*To be deleted as appropriate.)

Delegated Under Section 16(3)(e) Planning & Development Act 2005



FORM 8

ANNEXURE 'A' OF STRATA PLAN No. 62425 REGISTRAR OF TITLES

SCHEDULE OF DEALINGS ON Strata Plan

Dealings registered or recorded on Strata Plan

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

ORIGINAL

Note: Entries may be affected by subsequent endorsements.

FORM 8

REGISTRAR OF TITLES

ANNEXURE 'B' OF STRATA PLAN No. 62425

SCHEDULE OF ENCUMBRANCES ETC.

Instrument		Nature	Regist'd	Signature of Registrar of Titles	Cancellation			
Nature	Number				Number	Regist'd	Time	Signature of Registrar of Titles
COVENANT	I953339	Restrictive covenant burden - see Strata Plan 62425	4.8.2004					
NOTIFICATION	I953340	contains factors affecting the within land	Lodged 4.8.2004					
		EASEMENTS burden created under Sec 27A TP&D Act - see						
		Strata Plan 62425 as created on Deposited Plan 40522						
NOTIFICATION	J399444	contains factors affecting the within land	Lodged 17.8.2005					
Notification	M183839	Notification of change of by-laws	13.2.2013					

Note: Entries may be affected by subsequent endorsements.

ORIGINAL

# Strata Plan 62425

<b>Lot</b>	<b>Certificate of Title</b>	<b>Lot Status</b>	<b>Part Lot</b>
1	2764/469	Registered	
2	2764/470	Registered	
3	2764/471	Registered	
4	2764/472	Registered	

M183839 AE  
13 Feb 2013 11:39:15 Perth

REG \$ 160.00



Handwritten initials: JE

**INSTRUCTIONS**

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

**NOTES**

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

EXAMINED

LODGED BY STRATA TITLE CONSULTANCY SERVICES  
1 RIVERINA DRIVE, ASCOT

ADDRESS

PHONE No. 92777202

FAX No. 92777202

REFERENCE No.

ISSUING BOX No. 999

PREPARED BY AS ABOVE

ADDRESS

PHONE No.

FAX No.

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

Handwritten mark: 1/1

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. _____	Received Items
2. _____	Nos. 0
3. _____	
4. _____	
5. _____	Receiving Clerk
6. _____	

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.

Landgate



**FORM 21**

**NOTIFICATION OF CHANGE OF BY-LAWS**

*Strata Titles Act 1985*

Section 42

THE OWNERS OF 26 THE CRESCENT MIDLAND, STRATA PLAN NO. 62425  
hereby certify:

- \* that by a resolution without dissent duly passed at a meeting of the strata company on the twenty eighth day of November 2012 which became unconditional on the twenty eighth day of November 2012 the by-laws in Schedule 1 to the Act as they applied to the strata company, were amended, repealed or added to as follows:-

Schedule 1 by-laws 2 and 3 are repealed and the following by-laws added -

**16. THEME OF DEVELOPMENT**

The parcel has been developed as a mixed use strata scheme comprising of lot 1 to be used for commercial/retail purposes and lots 2, 3 and 4 for residential use. The proprietors are advised of the proximity of the parcel to a major road system and shopping centre and the possibility that lot 1 may be used as a café/restaurant. The common property is fitted with a grease trap and venting in anticipation of this use.

**17. EXCLUSIVE USE GRANTED TO LOT 2**

The proprietor of lot 2 is hereby granted exclusive use in accordance with section 42(8) of the Act, of that part of the common property that is and is delineated on Annexure "A" as "Exclusive Use of Lot 2" and shall –

- (a) at all times keep its exclusive use area in a clean, neat and tidy condition;
- (b) be permitted to use the exclusive use area solely for the purposes for parking a licensed motor vehicle.

**18. EXCLUSIVE USE ARRANGEMENTS AND TIME LIMITATIONS FOR CAR BAYS**

- (1) To enable efficient use of the car parking bays some car parking bays are shared between the proprietors of lots 1, 3 and 4 and are limited in use between specific days and times. Proprietors and tenants who have shared use may have a temporary private agreement with each other for the shared use. This type of agreement does not over ride the exclusive use by-law and is not a strata company matter. Motor vehicles cannot be parked deliberately to prevent use by other proprietors/tenants. Any disputation between the parties is to be resolved in accordance with Schedule 1 by-law 19.

- (2) The proprietor of lot 1 is in accordance with section 42(8) of the Act hereby granted exclusive use of that part of the common property that is delineated on Annexure "A" as "Shared Exclusive Use of Lots 1 & 3" and shall –
- (a) have exclusive use of its car bays on Monday, Tuesday, Wednesday, Thursday and Friday between the hours of 9.00am to 5.00pm;
  - (b) at all times keep its exclusive use area in a clean, neat and tidy condition;
  - (c) be permitted to use the exclusive use area solely for the purposes for parking licensed motor vehicles.
- (3) The proprietor of lot 3 is in accordance with section 42(8) of the Act hereby granted exclusive use of that part of the common property that is delineated on Annexure "A" as "Shared Exclusive Use of Lots 1 & 3" and shall –
- (a) have exclusive use of its car bays on Monday, Tuesday, Wednesday, Thursday and Friday between the hours of 5.00pm to 9.00am and from Friday evening 5.00pm to Monday morning 9.00am;
  - (b) at all times keep its exclusive use area in a clean, neat and tidy condition;
  - (c) be permitted to use the exclusive use area solely for the purposes for parking licensed motor vehicles.
- (4) The proprietor of lot 3 is hereby granted exclusive use of that part of the part of the common property that is delineated on Annexure "A" as "Shared Exclusive Use of Lots 3 & 4" and shall –
- (a) have exclusive use of its car bay on Monday, Tuesday, Wednesday, Thursday and Friday between the hours of 9.00am to 5.00pm;
  - (b) at all times keep its exclusive use area in a clean, neat and tidy condition;
  - (c) be permitted to use the exclusive use area solely for the purposes for parking licensed motor vehicles.
- (5) The proprietor of lot 4 is hereby granted exclusive use of that part of the part of the common property that is delineated on Annexure "A" as "Shared Exclusive Use of Lots 3 & 4" and shall –
- (a) have exclusive use of its car bays on Monday, Tuesday, Wednesday, Thursday and Friday between the hours of 5.00pm to 9.00am and from Friday evening 5.00pm to Monday morning 9.00am;
  - (b) at all times keep its exclusive use area in a clean, neat and tidy condition;

- (c) be permitted to use the exclusive use area solely for the purposes for parking licensed motor vehicles.

**19. DISPUTE RESOLUTION PROCEDURE**

- (1) Should a dispute arise in relation to the exclusive use by-laws, the proprietors and the strata company shall follow the procedures set out in this by-law to resolve disputes. For the purpose of this by-law an "Independent Person" shall mean an independent, suitably qualified mediator nominated or recommended by the Law Society of Western Australia, and a "Dispute Notice" means the written notice that is to be given under this by-law.
- (2) Where any party bound by the terms of these by-laws is in dispute with another party bound by the terms of these by-laws and such parties cannot resolve the dispute within a reasonable time, then the provisions of this by-law shall apply.
- (3) A party asserting a dispute must give to the other party a Dispute Notice containing the information set out in this by-law.
- (4) The Dispute Notice must state:
  - (a) what is in dispute;
  - (b) the arguments of the party giving the Dispute Notice, and
  - (c) what should be done to rectify the dispute.
- (5) The party receiving the Dispute Notice must respond in writing within five business days of receiving the Dispute Notice.
- (6) If the dispute is not resolved by the exchange of notices, then the parties must confer in the presence of an Independent Person and attempt to resolve the dispute.
- (7) The conference with the Independent Person must be held within 14 days (or at a later time to meet the convenience of the Independent Person) from a notice convening the conference being sent by one of the parties.
- (8) Evidence of anything said or done in the course of attempting to settle a dispute is not admissible in subsequent proceedings.
- (9) During the dispute resolution process, the parties must continue to perform their existing obligations under the terms of the by-laws.
- (10) Subject to the parties' rights under the Act, the decision of the Independent Person or any settlement reached by the parties will be final and binding on the parties. The Independent Person must also determine which party or parties pays the costs of and incidental to the resolution of the dispute.

**20. FACADES OF THE BUILDING**

A proprietor, occupier or other resident shall not modify, alter or erect or carry out any works to the facades of the building without the prior written approval of the council.

**21. OBLIGATION TO NOTIFY DEFECTS IN SERVICES**

A proprietor, occupier or other resident shall give the strata company or managing agent prompt written notice of any accident to or defect in the water pipes, gas pipes, electrical installations, cabling or fixtures that form part of the common property and which are situated in his or her lot. The strata company shall have the discretion to carry out such repairs and renovations as and when they deem necessary for the safety and preservation of the building and services.

**22. RECOVERY OF MONEY EXPENDED AS A RESULT OF BREACH**

If the strata company expends money to make good damage caused by a breach of the Act or by-laws by any proprietor or his tenants, servants, agents, invitees or licensees, or incurs any other costs, expense or claim, the strata company shall be entitled to recover that amount (and the costs of recovery) from the person who was the proprietor of the lot at the time when the breach occurred, whether or not they were the person who caused such expense.

**23. BLOCKAGE OF DRAINAGE PIPES**

The water closets, conveniences and other water apparatus, including waste pipes and drains, shall not be used for any purposes other than those for which they are constructed and no sweepings, rubbish or other unsuitable substance shall be deposited therein. Any resulting damage or blockage to such water closets, conveniences and other water apparatus, waste pipes and drains from misuse or negligence shall be borne by the proprietor of the lot from which the damage or blockage originated, whether the damage or blockage is caused by the proprietor's own actions or those of their tenants, servants, agents, invitees or licensees.

**24. WATER LEAKAGE TO OTHER LOTS AND COMMON PROPERTY**

(1) It is the responsibility of the proprietor of a lot to ensure that all wet areas forming part of the lot (such as bathrooms, en-suites, toilets, laundries, kitchens and balconies) are maintained in a proper sealed manner to prevent the leakage, seepage or transference of any water or other liquid on to any part of the common property or other lot, other than through waste pipes provided for the disposal of such water or liquid.

(2) The proprietor of a lot will be liable for the repair and replacement of any part of the common property, any part of a lot or any of the contents of a lot that are damaged by water leakage from the proprietor's lot.

**25. SUNDRY ITEMS FOR THE USE OF A LOT**

Other than items that are maintained by the strata company, a proprietor of a lot shall be responsible for the replacement, maintenance, repair and servicing of sundry and incidental items (eg. including (but not limited to) air conditioners, hot water systems, door locks, etc.) that are installed on or in the relevant proprietor's lot or the common property if for the exclusive use of the particular lot. In the event a proprietor does not keep these items in good repair, then the strata company may serve a notice on the proprietor requiring these items to be properly maintained.

**26. SAIL ANCHOR POINTS**

The proprietors of lots 2 and 4 acknowledge and agree that the sail anchor points for lot 2 extend into Lot 4 and the common property. The proprietor of lot 4 shall not interfere with these anchor points and will permit reasonable access to the proprietor of lot 2 for repairs and maintenance.



**27. ELECTRICITY AND WATER ARRANGEMENTS FOR EXTERNAL TAPS AND LIGHTS**

- (1) The original proprietor has configured the power and water reticulation on common property so that each lot proprietor contributes a small amount of power or water to items of common property.
- (2) The electric power consumption for –
  - (a) the roller door and garage lighting is recorded on the electricity meters of lots 2 and 3;
  - (b) lighting for the common property on the ground floor (except for garage) is recorded on the electricity meter for lot 1;
  - (c) lighting for the common property on the first floor landing on the stairs and all of the first floor common property is recorded on the electricity meter for lot 2;
  - (d) lighting for the common property on the second floor common property is recorded on the electricity meter for lot 3; and
  - (e) lighting for the common property in the stairs to the front door of lot 4 and the back gate entrance to lot 2 is recorded on the electricity meter for lot 4.
- (3) The water consumption for –
  - (a) for the bin cleaning area is recorded on the water meter of lot 1;
  - (b) for the outside tap at the rear of the ground floor common property is recorded on the water meter of lot 4.

**28. LEASING OF LOTS**

Prior to the leasing of a lot, and before the commencement date of any such lease, the proprietor shall-

- (a) inform the strata company of the name of the proprietor's managing agent for the lot (if any) and the name of the lessee. This information shall be recorded on the strata company roll;
- (b) ensure that the tenant signs a valid lease containing an enforceable covenant to comply with the by-laws ; and
- (c) provide the lessee with a copy of the strata company by-laws.

**29. HOUSE RULES**

The strata company may from time to time make, withdraw or amend rules for the use and management of the common property, including (but not limited to) the management or control of:

- (a) security;
- (b) rubbish collection;

- (c) charges relating to the security system and security keys
- (d) any other rule that the strata company reasonably considers necessary.

provided such house rules shall be intended to promote the peaceful and orderly enjoyment of building and common property for the mutual benefit of all proprietors, tenants and occupiers and must not conflict with the by-laws.

- \* that by a special resolution duly passed at a meeting of the strata company on the twenty eighth day of November 2012 which became unconditional on the twenty eighth day of November 2012 the by-laws in Schedule 2 to the Act as they applied to the strata company, were amended, repealed or added to as follows:-

Schedule 2 by-laws 7(b), 11 and 12(c) are repealed and the following by-laws added –

**15. KEEPING OF PETS**

A proprietor, occupier or other resident of a lot shall not be permitted to keep any pet, bird fish, reptile or any other animal on its lot.

**16. SIGNAGE ERECTION AND INSTALLATION**

- (1) A proprietor, occupier or other resident of a lot must not display any sign, advertisement, placard, banner, for sale sign and for lease sign on any external part of his, her or its lot or the common property without the prior written consent of the strata company (such consent to be at the absolute discretion of the strata company).
- (2) All signage erected, installed or affixed within any lot or common property will be in accordance with the requirements and regulations of any appropriate government agency.
- (3) All signage that is in place at the time of registration of the strata plan is deemed to have been approved by the strata company.
- (4) Nothing contained in this by-law shall restrict the right of the original proprietor for a period of twelve months (12) months following the registration of the strata plan (which right is hereby expressly conferred) to display on any part of any lot or any part of the common property such signs as the original proprietor sees fit.

**17. SECURITY GATES AND DOORS**

- (1) The proprietors of each lot will be liable to pay by levy for all operating, maintenance and repair costs for the security gates and doors. The levy shall be in the same proportions as the respective unit entitlements to each lot.
- (2) The proprietor of a lot will be issued with key devices and remote controls to gain access to the car park and stairways. In the event that a key device or remote control is lost or destroyed the proprietor will immediately inform the secretary. The proprietor will be liable for the cost of replacing and recoding these items.

**18. DAMAGE TO COMMON PROPERTY**

A proprietor, occupier or other resident of a lot will be responsible for any damage to any part of the common property caused by them or their employees, agents and other invitees, and shall be liable to pay for any repairs to make good the damage.

The common seal of THE OWNERS OF 26 THE CRESCENT MIDLAND, STRATA PLAN NO. 62425, was hereunto affixed on the twenty eighth day of November 2012 in the presence of:

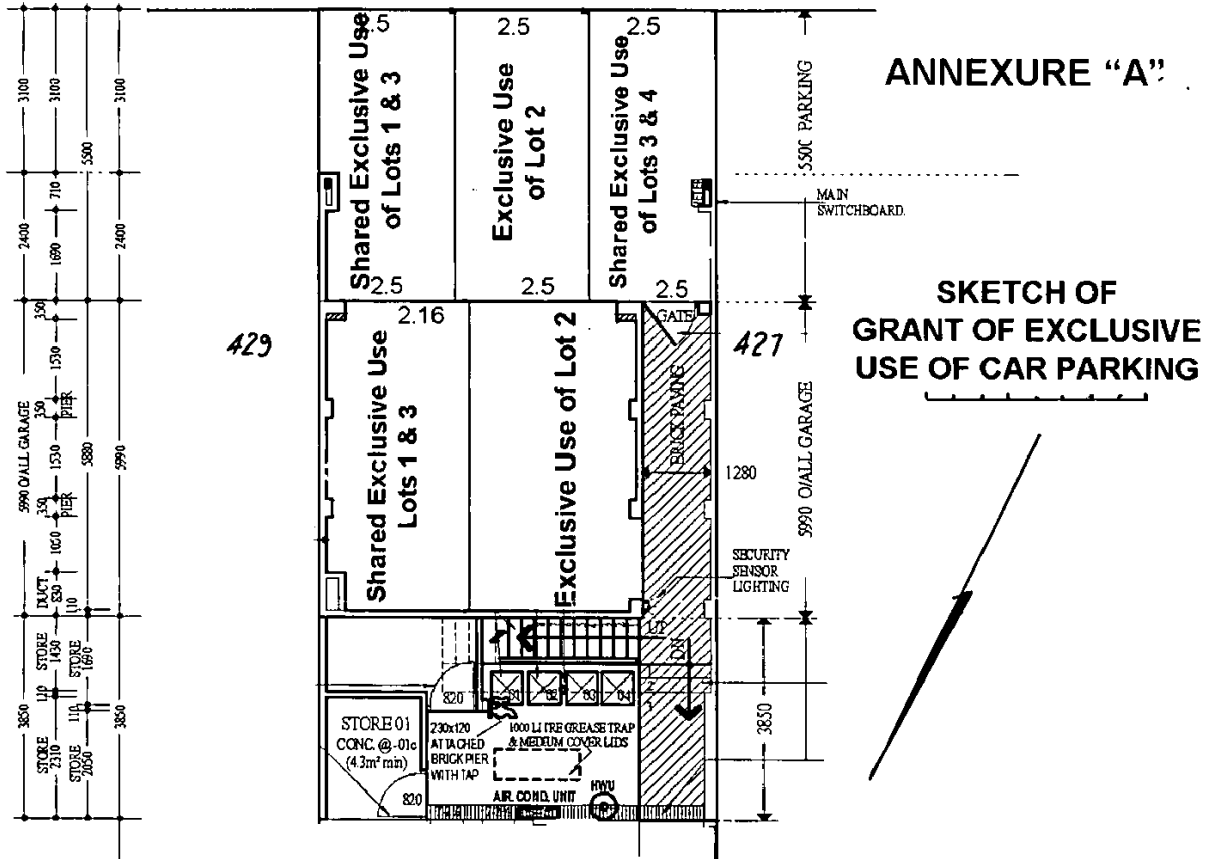
X *Susanna Cocivera*  
.....  
Susanna Cocivera

X *M. Cocivera*  
.....  
Mario Cocivera  
Members of Council



THE OWNERS OF  
26 THE CRESCENT  
MIDLAND  
  
STRATA PLAN  
NO. 62425  
  
COMMON SEAL

THOBY LANE



ANNEXURE "A"

SKETCH OF  
GRANT OF EXCLUSIVE  
USE OF CAR PARKING

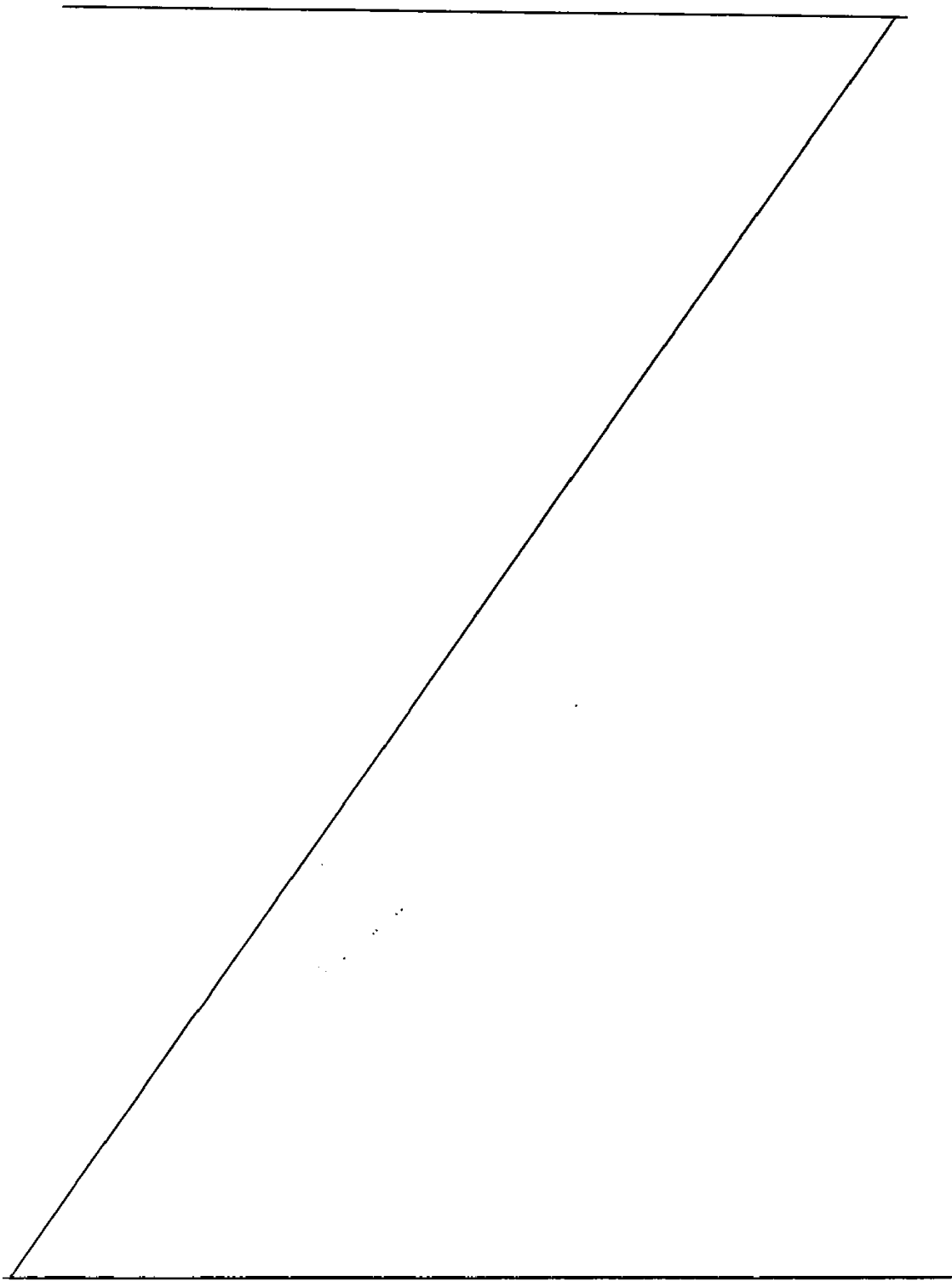
**SHARED EXCLUSIVE USE CAR BAYS - HOURS OF USE**

Lot 1 has use of the car bays in "Shared Exclusive Use Lots 1 & 3" between the hours of 9.00am to 5.00pm Monday to Friday.

Lot 3 has use of the car bay in "Shared Exclusive Use Lots 3 & 4" between the hours of 9.00am to 5.00pm on Monday to Friday and has use of the car bays in "Shared Exclusive Use Lots 1 & 3" between the hours of 5.00pm to 9.00am Monday to Friday and on weekends from 5.00pm Friday night to 9.00am Monday morning

Lot 4 has use of the car bay in "Shared Exclusive Use Lots 1 & 4" between the hours of 5.00pm to 9.00am Monday to Friday and on weekends from 5.00pm Friday night to 9.00am Monday morning.

*3 acc. m.l.*



# Attachment 4

## AGENDA OF THE 2024 ANNUAL GENERAL MEETING

---

1. **Recording of Attendees/ Apologies/ Proxies**
2. **Nomination of a Chairperson**
3. **Declaration of a Quorum**
4. **Declare meeting Open**
5. **Confirmation of Previous Minutes**
  - a. Minutes previously distributed
  - b. Confirm previous minutes
  - c. Business arising from previous minutes
6. **Financial Statement for the Previous Year**
  - a. A copy of the *Income and Expenditure Statement* is attached too this notice
  - b. Questions of a financial nature should be addressed to the strata company not less than 3 business days prior to the meeting so that necessary answers can be provided
  - c. Confirm Financial Statement
7. **Proposed Budget of Expenditure**
  - 7.1 **Proposed Administrative Fund Budget**
    - a. Review *Proposed Administrative Fund Budget* of estimated income and expenses (see attached)
    - b. **Proposed Motion: Amend as agreed and adopt annual Administrative Fund budget for the period 01/07/2024 – 30/06/2025 to raise a total of \$11,000.00**
    - c. Levies will be raised in accordance with Unit Entitlement or as otherwise determined by the Strata Company by-laws.
    - d. Levies will be due and payable in advance on the dates shown below:
      - 1<sup>st</sup> January 2025 for the period 01/01/2025 – 31/03/2025
      - 1<sup>st</sup> April 2025 for the period 01/04/2025 – 30/06/2025
      - 1<sup>st</sup> July 2025 for the period 01/07/2025 – 30/09/2025
      - 1<sup>st</sup> October 2025 for the period 01/10/2025 – 31/12/2025
8. **Insurance**
  - a. A copy of the current insurance is attached to this notice.
9. **Election of Council of Owners**
  - a. Decide as to the number of Council Members until the next AGM. A minimum of three (3) members and a maximum of seven (7) members.
  - b. Receive nominations of candidates for election to the Council.
  - c. Resolve that the members of Council so nominated shall be accepted as duly elected members of the Strata Company.
  - d. Appoint Chairperson for the Council of Owners
10. **General Business**
11. **Appointment of Strata Managers**
12. **Close of Meeting**



## Attachment 5

### INCOME AND EXPENDITURE STATEMENT

Owners of: 26 The Crescent, Midland

Strata Plan: 62425

#### ADMINISTRATIVE FUND

	Approved Budget	Current period	Proposed Budget
Balance Period	01/7/2023-30/06/2024	01/07/2023-30/06/2024	01/07/2024-30/06/2025
<b><u>Opening Balance:</u></b>		<b><u>\$4,619.09</u></b>	<b><u>\$415.51</u></b>
<b>INCOME:</b>			
Strata Levies received	\$9,257.00	\$4,397.08	\$11,000.00
<b>Total</b>	<b>\$9,257.00</b>	<b>\$4,397.08</b>	<b>\$11,000.00</b>
<b>EXPENDITURE:</b>			
Insurance Premiums	\$6,669.00	\$7,580.00	\$7,750.00
Water Consumption	\$0.00	\$244.81	\$250.00
Repairs and Maintenance:	\$1,100.00	\$0.00	\$1,100.00
Common Area Cleaning	\$0.00	\$0.00	\$0.00
Administrative Fees	\$88.00	\$110.00	\$225.50
Management Fees	\$1,400.00	\$665.85	\$1,600.00
<b>Total</b>	<b>\$9,257.00</b>	<b>\$8,600.66</b>	<b>\$10,925.50</b>
<b><u>CLOSING BALANCE:</u></b>	<b><u>\$0.00</u></b>	<b><u>\$415.51</u></b>	<b><u>\$490.01</u></b>



## Attachment 6

### PROPOSED BUDGET Admin Levies

Owners of: 26 The Crescent, Midland  
 Budget Period: 1st July 2024 - 30th June 2025

Strata Plan: 62425

#### Current Levies

Lot	U/E	Quarterly	Annual
Lot 1	32	\$740.56	\$2,962.24
Lot 2	30	\$694.28	\$2,777.10
Lot 3	28	\$647.99	\$2,591.96
Lot 4	10	\$231.43	\$925.70
<b><u>Total</u></b>	<b><u>100</u></b>	<b><u>\$2,314.25</u></b>	<b><u>\$9,257.00</u></b>

#### Proposed Levies

Lot	U/E	Quarterly	Annual
Lot 1	32	\$880.00	\$3,520.00
Lot 2	30	\$825.00	\$3,300.00
Lot 3	28	\$770.00	\$3,080.00
Lot 4	10	\$275.00	\$1,100.00
<b><u>Total</u></b>	<b><u>100</u></b>	<b><u>\$2,750.00</u></b>	<b><u>\$11,000.00</u></b>



# PROXY FORM

Att: Chairperson  
Real Estate Plus Commercial and Industrial  
PO Box 3008  
MIDLAND WA 6056  
[commercial@realestateplus.com.au](mailto:commercial@realestateplus.com.au)

I / we \_\_\_\_\_ being the  
registered proprietor/s of Unit \_\_\_\_\_ on Strata Plan No 62425 located at 26  
The Crescent, Midland, Western Australia hereby appoint  
\_\_\_\_\_ to attend and act as my/our proxy and vote  
on my/our behalf at the Annual General Meeting of the Owners of the Strata  
Company or any adjournment thereof, to be held on **Wednesday 18<sup>th</sup>**  
**December 2024.**

\_\_\_\_\_  
Signed by Proprietor

\_\_\_\_\_  
Date

## Important Notes:

Co-proprietors of a unit (eg Mr and Mrs) can not vote at an Annual General Meeting unless a form of proxy has been completed nominating the person entitled to vote.

A Company may appoint a nominee as its proxy however the proxy form must be signed under the company common seal.

A proxy need not be a member of the Strata Company. The Strata Manager, Chairperson, or any other person may act as a proxy.

# COUNCIL OF OWNERS NOMINATION FORM

Att: Mike Palmer  
Strata Manager  
Real Estate Plus Commercial and Industrial  
PO Box 3008  
MIDLAND WA 6056  
[commercial@realestateplus.com.au](mailto:commercial@realestateplus.com.au)

In accordance with the *Strata Titles Act 1985* (the Act), proprietors of the Strata Company may be elected to a 'Council of Owners'.

I / we \_\_\_\_\_ being the registered proprietor/s of Unit \_\_\_\_\_ on **Strata Plan Number 62425** located at **26 the Crescent, Midland**, Western Australia, hereby nominate \_\_\_\_\_ to be a member of the Council of Owners of the Strata Company.

\_\_\_\_\_  
**Signed by Proprietor**

\_\_\_\_\_  
Date

I hereby **consent to being nominated as a candidate** for election to the Council of Owners of the Strata Company at the AGM, and, if I am elected, to serve as a member of the Council of Owners.

**Signature of Nominee:** \_\_\_\_\_

## Important Notes:

Where there are more than 3 proprietors the council shall consist of not less than 3 and no more than 7 proprietors as is determined by the strata company.

Where there are co-proprietors of a unit (eg Mr and Mrs) only one of the co-proprietors shall be eligible to be, or elected to be, a member of the council.

If you wish to nominate for the 'Council of Owners', your nomination needs to be received by Real Estate Plus Commercial and Industrial prior to the AGM, to be held on 18<sup>th</sup> December 2024.



18 October 2024

**Your WFI Contact**

Marcia Rogers  
P 0409 483 383  
E clientservice@wfi.com.au  
P 1300 934 934 F 1300 797 544  
WFI  
Reply Paid 84036  
BUNBURY WA 6231

Body Corporate Strata Plan 62425  
PO Box 3008  
MIDLAND WA 6056

TYPE OF INSURANCE <b>RESIDENTIAL STRATA PLAN</b>	
PERIOD OF INSURANCE (EXPIRES MIDNIGHT) 21 November 2024 to 21 November 2025	
CLIENT NAME Body Corporate Strata Plan 62425	
CLIENT NUMBER C309655	PREMIUM \$6,264.42
POLICY NUMBER 09 RSP 3610523	ESL/FSL \$ .00
<small>Tax Invoice</small> When payment is made, this schedule can be used as a Tax Invoice for Australian GST purposes.  <small>If you are registered for GST purposes, your input tax credit entitlement is or is based on the GST amount shown. Please note that, in accordance with the GST law relating to insurance premiums the GST amount may be less than 1/11th of the Total Amount Payable".</small>	GST \$626.46
	GOVERNMENT STAMP DUTY \$689.12
	TOTAL AMOUNT PAYABLE \$7,580.00
	DUE DATE 21/11/24

**RENEWAL CERTIFICATE**

Please be advised that your current policy will expire at midnight on the due date above.

Please find attached our offer to renew your policy on the basis of the details shown above and on the enclosed certificate(s).

If any changes to the certificate(s) are required, please let us know, if we are not advised of any changes, we will assume the details shown on the certificate(s) are accurate.

Please arrange to make payment for this policy using the payment options listed below. If you do not pay on time your policy may be cancelled. We reserve the right to alter our offer to continue cover and the terms of our renewal offer if changes to the certificate(s) are required or new information comes to light. If you do not want to renew your policy please contact us on 1300 934 934 to arrange this.

Insurance Australia Limited ABN 11 000 016 722 AFSL 227681 trading as WFI (WFI)

**WFI Payment Slip** Please do not remit cash by post.

	Billers code	<b>172171</b>		
	Ref:	36105237		
Use BPay to pay from your bank account, credit or debit card.				
<div style="display: flex; justify-content: space-around; align-items: center;"> </div> <p>Please call 1300 934 934 for all credit card payments.</p>				
<small>CLIENT NAME</small> <b>Body Corporate Strata Plan 62425</b>				
<small>CLIENT NUMBER</small> C309655	<small>POLICY NUMBER</small> 09 RSP 3610523	<small>DUE DATE</small> 21/11/24	<small>TOTAL AMOUNT PAYABLE</small> \$7,580.00	
WFI Office Use Only: REN: 03 AM: 6623 AGENT: 09 9999909				



Important Notes

To help you understand how your renewal premium compares to last year, we have included a comparison below.

Premium Comparison

	Last Year *	This Year
Premium	\$5511.54	\$6264.42
ESL/FSL	\$.00	\$.00
GST	\$551.17	\$626.46
Government Stamp Duty	\$606.29	\$689.12
Total	\$6669.00	\$7580.00

\* Last year's premium represents the amount you were charged for your insurance policy at the beginning of the last policy term plus or minus any changes you made throughout the policy term.

Changes to your premium

Your premium is based on the possibility of a claim against your policy, and may change if the general cost to protect our customers changes. For information on how your insurance premium is calculated, please contact us to discuss.

To learn more about general premium calculations you may refer to the Insurance Council of Australia website.

<http://understandinsurance.com.au/premiums-explained>



Page No: 3

Claims in Last Period:

Claim No	Date Reported	Details
WFI235382541	2/12/23	Air conditioner motor blown in



Location: 26 The Crescent

MIDLAND 6056

Risk: 001/001 Building and common contents Effective: 21/11/24  
Fidelity guarantee  
Voluntary workers accident only

Insured: Body Corporate Strata Plan 62425

Business: means the business of the Strata Company as a strata company

**BUILDING AND COMMON CONTENTS**

Excess: \$1,000 or as shown in the policy, whichever is greater

Insured Item:	Sum insured:
Building	\$1,586,000
Common Contents	\$13,000

**Flood Cover:**

Your policy includes cover for damage caused by Flood (refer to the Product Disclosure Statement for details of this cover).

**Additional benefits:**

Arson reward	\$5,000
Damage to safe or strongroom	\$500
Demolition and removal of debris	\$50,000
Electrical Damage:	
\$1,000 any one electric motor to a maximum	
of \$10,000 in the aggregate	\$10,000
Escape of liquid	\$5,000
Failure of essential services:	
\$1,000 any one Unit Owner to a maximum	
of \$10,000 in the aggregate	\$10,000
Fees of architects, surveyors and other professionals	\$10,000
Fire containment	\$5,000
Improved environmental aspects	\$5,000
Landscaping	\$5,000
Money	\$5,000
Pets: any one Unit Owner	\$500
Property in the open air	\$5,000
Property of third parties	\$5,000
Replacement keys and locks	\$5,000
Replacement title deeds	\$5,000
Restoration of records	\$5,000
Strata Company Fund Fees: \$1,000 any one Unit Owner	\$1,000
Temporary shuttering	\$5,000
Tinting, frames and wiring	\$5,000
Tree removal costs	\$5,000
Removal and storage of Common Contents	\$2,000
Removal and storage of Unit Owner's contents:	
\$2,000 any one Unit Owner's contents to a maximum	
of \$20,000 in the aggregate	\$20,000
Loss of rent; Temporary and emergency premises	\$50,000



FIDELITY GUARANTEE

Excess: \$500 or as shown in the policy, whichever is greater  
Fidelity guarantee limit \$40,000

VOLUNTARY WORKERS ACCIDENT ONLY

Capital benefit \$50,000  
Weekly benefit \$500  
Compensation period 52 weeks  
Claims exclusion period 2 weeks  
Aggregate limit per period \$100,000

Important Note:

1. You have the option to remove Flood cover from this policy. If you wish to remove Flood cover from your policy you will be required to notify us in writing. You can do this by completing the enclosed authority form and post, fax or email it to us.
2. Due to the location of your property there has been no additional charge added to your premium for this cover. If you remove Flood cover from this policy you will not have cover for Flood and your insurance schedule will show this limitation in your cover.
3. When building and contents are insured with us on the same policy and you remove Flood cover, you are removing Flood cover for both building and contents.

An excess of \$5,000 will apply to all claims for vacant units under this Policy caused by, or as a result of arson, malicious damage and/or theft

Premium	\$5038.82
GST	\$503.89
Government Stamp Duty	\$554.29
<b>Total Amount Payable</b>	<b>\$6097.00</b>

Risk: 001/002 Legal liability Effective: 21/11/24

Excess: \$250 for damage to property in Your physical or legal control

Insured: Body Corporate Strata Plan 62425

Business: means the business of the Strata Company as a strata company

Limit of Indemnity:	Sum insured:
Any one Occurrence	\$20,000,000
Property in Your physical or legal control	\$250,000
Aggregate limit for pollution liability	\$20,000,000



CERTIFICATE  
09 RSP 3610523

Page No: 6

Premium	\$195.03
GST	\$19.51
Government Stamp Duty	\$21.46
Total Amount Payable	\$236.00

---

Risk: 001/003 Machinery breakdown Effective: 21/11/24

Excess: \$1,000 or as shown in the policy, whichever is greater

Insured: Body Corporate Strata Plan 62425

Business: means the business of the Strata Company as a strata company

Breakdown of a Machine shown below; Explosion or Collapse  
of a boiler, Economiser or pressure vessel shown below:

Sum insured:  
\$75,000

Items insured:

Airconditioning and refrigeration machinery -  
sealed and semi sealed units - including  
compressor, motor, condenser, evaporator, fans,  
interconnecting piping, wiring and control unit.  
(The total of items insured for this category is 2)

Cover extends to: Exhaust Canopy with roof  
mounted motor located on restaurant on the ground  
floor.

Premium	\$1030.57
GST	\$103.06
Government Stamp Duty	\$113.37
Total Amount Payable	\$1247.00

---





# Financial Services Guide

## About this Financial Services Guide

The purpose of this Financial Services Guide (FSG) is to help you make an informed decision about whether to use the financial services we can provide to you. It also sets out information and details required by law to be included in an FSG.

For example, this FSG contains information about the services we can offer you, how we and other persons or organisations are remunerated in relation to the services offered and information about how we deal with complaints.

References in this FSG to 'we', 'us', 'our' or 'WFI' are references to Insurance Australia Limited ABN 11 000 016 722 AFSL 227681 trading as WFI.

## Other documents we may give you

When we provide you with financial services as a retail client, we may give you:

- A General Advice Warning to let you know that any recommendation we have made is of a general nature and does not take your specific individual objectives, financial situation and needs into account.
- A Product Disclosure Statement (PDS) or Policy Wording before or at the time you acquire any of our products. These documents contain information on the benefits and significant characteristics of the product and are aimed to assist you in making an informed decision about whether to buy it or not.

## About WFI

WFI is an Australian Financial Services Licensee (AFSL No. 227681). It is authorised to deal in and provide general advice in relation to general insurance products.

## About the services we provide

We will give you factual information about the general insurance products we issue to help you decide whether to buy them.

In some cases, we may make a general recommendation or give an opinion about the general insurance products. We do this without consideration of your specific individual objectives, financial situation or needs. This is a general advice service.

When providing general advice we do not act on your behalf. You need to consider the appropriateness of any information or advice we give you, having regard to your specific individual objectives, financial situation or needs, before acting on it.

You should also refer to the policy documentation we give you (including the PDS) in deciding whether to acquire the products.

If you apply to buy one of WFI's products, we will collect information from you to decide whether to give you insurance, and if so, on what terms. If WFI agrees to issue the relevant insurance it will use the information to manage your and its rights and obligations under the insurance.

We can also vary, cancel or renew your WFI products.

## How we are remunerated

### Our remuneration

When we issue a general insurance product to you, we will charge you a premium for that product based on your risk profile and circumstances. The total amount you will pay is the premium plus any amount payable in relation to stamp duty, GST, fire services levy, or other government charges, taxes, fees or levies.

Our staff receive an annual salary that may include bonuses or other incentives based on performance criteria.

### Referrals

Any remuneration paid to third party referrers is not charged directly to you. Where you have been referred to us by a third party and you decide to acquire a general insurance product from us, we may pay the referrer. The payment amount depends on the product type, premium and the specific arrangement entered into with that referrer. The remuneration may also be paid on renewal and premium adjustments.

If we are unable to provide a product to you, we may refer you elsewhere in the Insurance Australia Limited group or to another Australian Financial Services Licensee. If you enter into an insurance policy with or through that licensee we may receive a commission for the referral. The payment amount may depend on the product type, premium and arrangement with that licensee.

### More information

If you would like more information about the remuneration that we or referrers receive, please ask us. This request should be made within a reasonable time after this FSG is provided to you and before we provide you with a financial service to which this FSG relates.

## Compensation Arrangements

The Corporations Act 2001 (Cth) requires licensees to have arrangements for compensating retail clients for losses they suffer as a result of a breach by the licensee or its representatives of Chapter 7 of this Act, unless an exemption applies. We are exempt from this requirement because we are an insurance company supervised by the Australian Prudential Regulation Authority and subject to the prudential requirements of the Insurance Act 1973 (Cth).

## If you have a complaint

### Complaints Handling Procedures

To access our Complaints Handling Procedures, simply contact your local WFI Area Manager, Client Service Team or the Claims Officer handling your claim.

If you have a complaint, we will do everything possible to resolve the matter on your initial contact with us. If your complaint is not resolved, we will treat it as a dispute and will enter it into our Internal Dispute Resolution process. The complaint will then be considered by a designated Internal Dispute Resolution Officer of WFI with the appropriate experience, knowledge and authority to deal with it.

Details of our Complaints Handling Procedures are set out in our brochure "Handling Complaints and Dispute Resolution Our Commitment to You" and in our "Privacy Policy". You can contact us for these or access them online at [wfi.com.au](http://wfi.com.au).

### External Dispute Resolution

If an issue has not been resolved to your satisfaction, you can lodge a complaint with the Australian Financial Complaints Authority, or AFCA. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

Website: [www.afca.org.au](http://www.afca.org.au)

Email: [info@afca.org.au](mailto:info@afca.org.au)

Telephone: 1800 931 678 (free call)

In writing to: Australian Financial Complaints Authority,  
GPO Box 3, Melbourne VIC 3001

AFCA is independent and administers the external segment of the general insurance industry's alternative dispute resolution scheme, approved by the Australian Securities and Investments Commission.

Time limits may apply to lodge a complaint with AFCA, as such you should act promptly or otherwise consult the AFCA website to find out if or when the time limit relevant to your circumstances expires.

If your complaint is to do with a privacy issue, you may refer it to the Privacy Commissioner through the Office of the Australian Information Commissioner.

## Contact Details

You may apply for, vary or cancel your financial product, give us instructions or make a complaint by contacting your WFI Area Manager. Alternatively, call **1300 934 934** or visit [wfi.com.au](http://wfi.com.au) to contact your local office.

### Western Australia

Locked Bag 1, Bassendean DC WA 6942

### Queensland, New South Wales and A.C.T

PO Box 712, Toowong QLD 4066

### Victoria, Tasmania and South Australia

PO Box 16213 Collins St West, Melbourne Vic 8007

# 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.

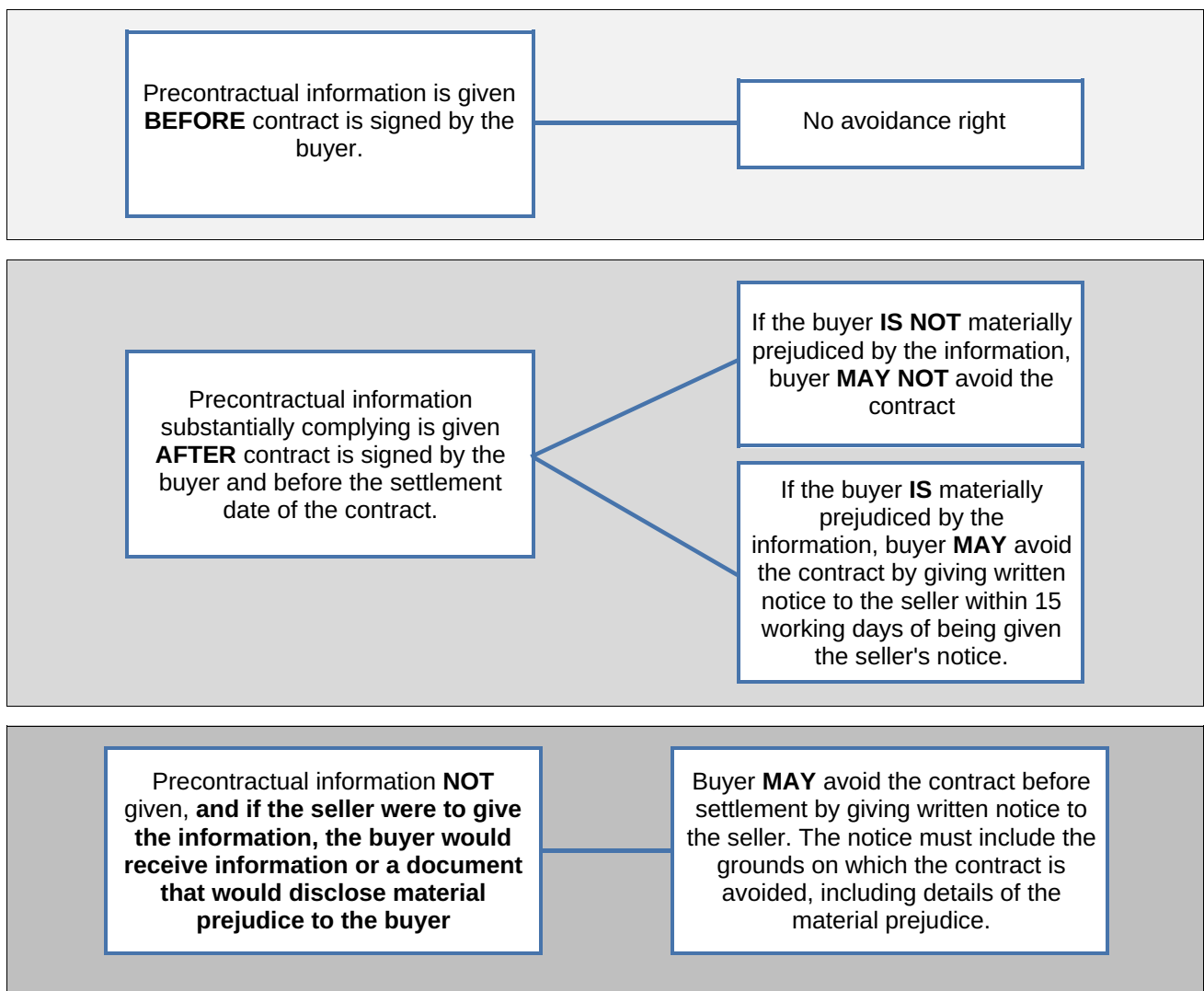
A buyer may consider seeking more information about the lot, the strata company and the strata / survey-strata scheme by asking the seller to provide it, or by making an application to the strata company for more information under section 107 of the Act.

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.

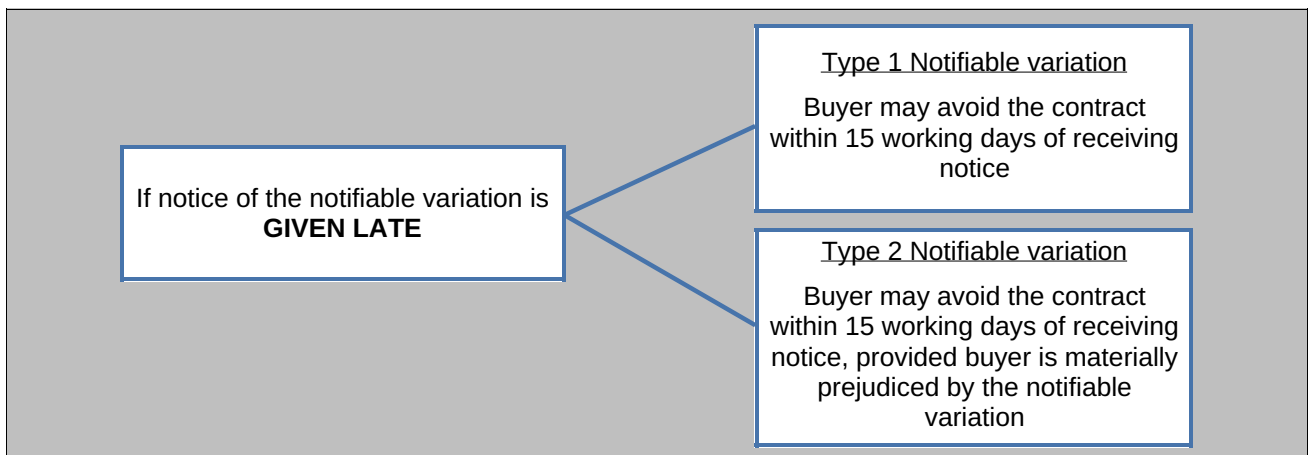
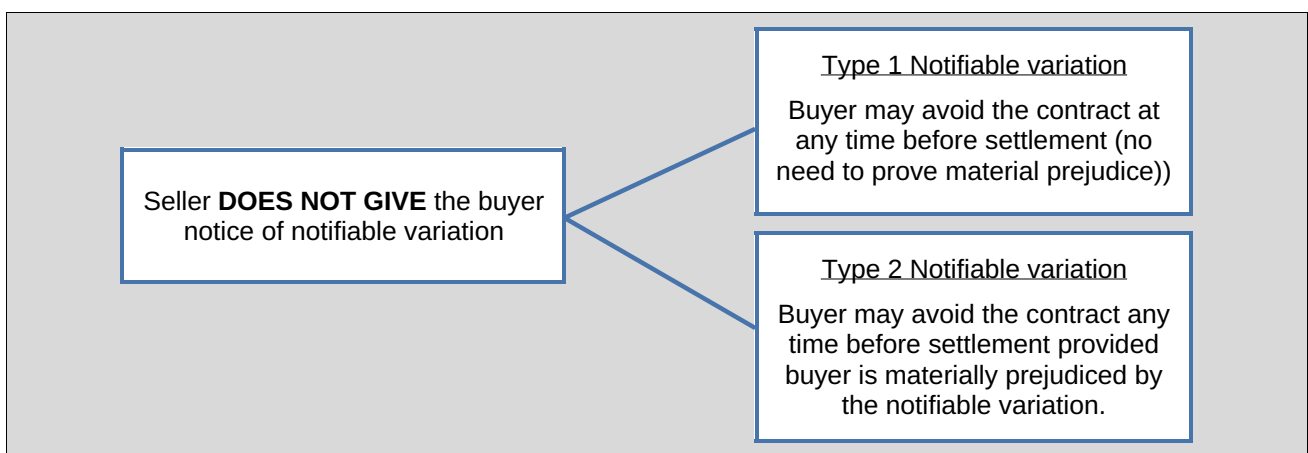
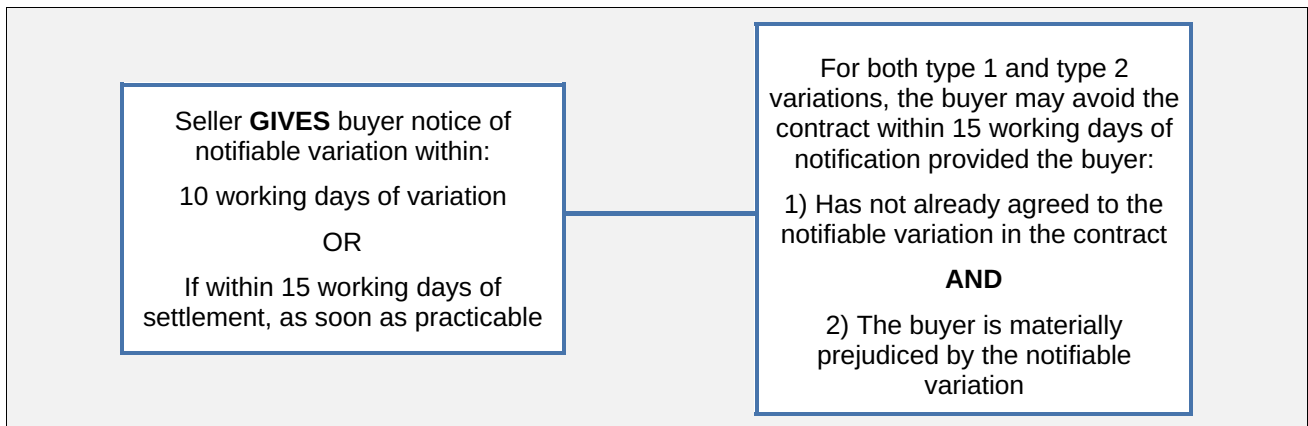
Type 1 and Type 2 notifiable variations are as follows:

<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 Bryce Nelson Bugden

Address 3/26 The Crescent, Midland WA 6056

Telephone/mobile 0431 484 158 Email bnbugden@gmail.com

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone/mobile \_\_\_\_\_ Email \_\_\_\_\_

#### Scheme Information

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

#### Scheme Details

Scheme name 26 The Crescent, Midland

Name of the strata company \_\_\_\_\_

Address for service of the strata company (taken from scheme notice) 26 The Crescent, Midland WA 6056

Name of Strata Manager Real Estate Plus Commercial and Industrial

Address of Strata Manager Unit 3, 14 Farrall Road, Midvale WA 6056

Telephone/Mobile (08) 6146 3333

Email commercial@realestateplus.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.~~

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

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

If yes, they are included with this form \_\_\_\_\_

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

A copy of the schedule of unit entitlements showing the unit entitlement of the lot AND sum of unit entitlements of all the lots in the scheme Att 2

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

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

**Minutes (choose one option)**

A copy of the minutes of the most recent annual general meeting and any subsequent extraordinary general meeting(s) Att 4

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

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

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

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

The statement of accounts last prepared by the strata company Att 5

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

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

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

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

**Termination proposal**

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

3/26 The Crescent, Midland WA 6056

Lot 3 on scheme plan no. 62425

*(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>\$2591.96</u>		_____
Reserve fund:	_____		_____
Other levy (attach details)	_____		_____
<input checked="" type="checkbox"/> Actual <input type="checkbox"/> Estimated total contribution for the lot	\$ <u>\$2591.96</u>		
Payable <input type="checkbox"/> annually <input type="checkbox"/> bi-annually <input checked="" type="checkbox"/> quarterly <input type="checkbox"/> other: _____			
Due dates	<u>\$647.99</u> on <u>1/4/25</u>		<u>\$647.99</u> on <u>1/10/25</u>
	<u>\$647.99</u> on <u>1/7/25</u>		_____ on _____

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 \$ N/A

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

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

## Scheme developer specific information

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

Att.

The scheme developer is defined as:

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

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

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

### Statement of estimated income and expenditure

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

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

### Agreements for amenity or service

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

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

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

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

Are there any current or proposed leases, licences, right of exclusive use and enjoyment, restricted right of use and enjoyment, or special privilege over common property?  no  yes

If yes, attach details including terms and conditions. \_\_\_\_\_

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

### Section 79 Disclosure of remuneration and other benefits

Has the scheme developer and/or their associate received or reasonably expects to receive remuneration or other benefit?  no  yes



Is there any other direct or indirect pecuniary interest the scheme developer and/or their associate has in the contract, lease or licence other than as a member of the strata company?  no  yes

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

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


### Acknowledgement by seller and buyer


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

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

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

I /  We<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.

Signed by:   
 Signature \_\_\_\_\_  
 Name Bryce Nelson Bugden  
 Date 24/2/2025

Signature   
 Name XXXX  
 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.