

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



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

TO:

Address

Suburb  State  Postcode

As Agent for the Seller / ~~Buyer~~

**THE BUYER**

**Name**

**Address**

Suburb  State  Postcode

**Name**

**Address**

Suburb  State  Postcode

EMAIL: The Buyer consents to Notices being served at:

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

Sole owner  Joint Tenants  Tenants in Common specify the undivided shares

**SCHEDULE**

The **Property** at:

Address

Suburb  State  Postcode

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

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

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

**Purchase Price**

**Settlement Date**

**Property Chattels** including

**GST WITHHOLDING**

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

FINANCE CLAUSE IS APPLICABLE	FINANCE CLAUSE IS NOT APPLICABLE
LENDER/ <input type="text"/>	Signature of the Buyer if Finance Clause IS NOT applicable
MORTGAGE BROKER (NB. If blank, can be any) <input type="text"/>	
LATEST TIME: 4pm on: <input type="text"/>	
AMOUNT OF LOAN: <input type="text"/>	
SIGNATURE OF BUYER <input type="text"/>	
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

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

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## CONDITIONS

### 1. SUBJECT TO FINANCE

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

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

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

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

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

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

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

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

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

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

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

#### 1.4 Finance Approval: Approval Notice Given

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

- (a) Finance Approval has been obtained; or
  - (b) an Approval Notice has been given to the Seller or Seller Agent;
- then this Clause 1 is satisfied and this Contract is in full force and effect.

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

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

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

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

#### 1.7 Right To Terminate

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

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

#### 1.8 Waiver

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

#### 1.9 Definitions

In this Clause:

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

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

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

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

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

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

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

**Latest Time** means:

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

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

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

**Non Approval Notice** means:

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

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

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

<b>Name</b>	Gurpreet Kaur Miglani		
<b>Address</b>	1/117 Stafford Road		
<b>Suburb</b>	Kenwick	<b>State</b>	WA
		<b>Postcode</b>	6107
<b>Name</b>	Waheguru Singh		
<b>Address</b>	1/117 Stafford Road		
<b>Suburb</b>	Kenwick	<b>State</b>	WA
		<b>Postcode</b>	6107



EMAIL: The Seller consents to Notices being served at:

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

Signature	Date	Signature	Date
Signature	Date	Signature	Date

**RECEIPT OF DOCUMENTS**  
The Buyer acknowledges receipt of the following documents:

1. This offer and acceptance	2. Strata disclosure & attachments (if strata)
3. 2022 General Conditions	4. Certificate of Title
5. Annexure of changes to General Conditions (form 198)	

Signature 	Signature 
---	---

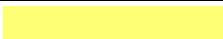
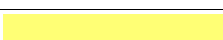
**RECEIPT OF DOCUMENTS**  
The Seller acknowledges receipt of the following documents:

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

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

### CONVEYANCER (Legal Practitioner/Settlement Agent)

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

	BUYER'S REPRESENTATIVE	SELLER'S REPRESENTATIVE
<b>Name</b>	<input type="text"/>	<input type="text"/>
<b>Signature</b>		<input type="text"/>
		<input type="text"/>

#### COPYRIGHT

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04/22

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

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

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

**Buyer**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

**Seller**

Signature \_\_\_\_\_

Name Gurpreet Kaur Miglani

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name Waheguru Singh

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

# AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR MAJOR STRUCTURAL DEFECTS



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## ANNEXURE A

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

1/117 Stafford Road, Kenwick WA 6107

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

1. The Buyer may at their expense obtain a written Report by 4PM on: (a\*)  /  /  \*complete (a) or (b) **OR**  
 (b\*) 14 days after acceptance ("Date")

on any Major Structural Defects of the residential Building and of the following described areas

located upon the Property ("**Building**"). If nothing is completed in the blank space then the Building will be the residential Building only.

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

**BUYER SIGNATURE**

**BUYER SIGNATURE**

**SELLER SIGNATURE**

**SELLER SIGNATURE**

**BUYER SIGNATURE**

**BUYER SIGNATURE**

**SELLER SIGNATURE**

**SELLER SIGNATURE**

# AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR TIMBER PESTS



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## ANNEXURE B

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

1/117 Stafford Road, Kenwick WA 6107

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

4PM on *\*complete one*

   /    /    OR

14 days after acceptance ("Date")

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

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

2. The Buyer must serve a copy of the Report on the Seller, Seller Agent or Seller Representative before the Date.
3. If the Buyer, and Seller, Seller Agent or Seller Representative do not receive the Report before the Date then the Buyer will be deemed to have waived the benefit of this Annexure. Time is of the essence.
4. If the Report identifies Activity on, or Damage to, the Building, the Buyer may at any time within three (3) Business Days after the Date serve a Timber Pest Notice on the Seller, Seller Agent or Seller Representative giving the Seller Five (5) Business Days to agree to Eradicate and/or Repair.
5. If the Seller elects in writing to Eradicate and/or Repair pursuant to the Timber Pest Notice then the Settlement Date will be delayed until the later of: (a) three (3) Business Days after the Seller's Work is completed as certified by, the Seller's Builder in relation to Repair or a Consultant in relation to Eradication or, the later of them if both are required and (b) the Settlement Date.
6. The Seller must do the Work expeditiously and in a good and workmanlike manner through (a) a Builder to Repair or (b) a Consultant to Eradicate, and provide evidence to the Buyer of completion of the Work.
7. If, prior to the Seller commencing the Work, the Seller and Buyer wish to agree and do agree an amount to be paid by the Seller to the Buyer then that amount will be deducted from the Purchase Price at Settlement and the Seller will not undertake the Work.
8. If the Seller does not agree to Eradicate and/or Repair within Five (5) Business Days from when the Timber Pest Notice was served on the Seller, Seller Agent or Seller Representative then
  - (a) the Buyer may at any time within a further Five (5) Business Days after that period ends, give notice in writing to the Seller, Seller Agent or Seller Representative terminating the Contract and the Deposit and other monies paid will be repaid to the Buyer;
  - (b) if the Buyer does not terminate the Contract pursuant to this clause 8, then this Annexure ceases to apply and the Contract continues unaffected by this Annexure.
9. In this Annexure:
  - 9.1 "Activity" means evidence of the presence of current Timber Pests.
  - 9.2 "Builder" means a builder registered in Western Australia with appropriate qualifications and using such other appropriately qualified persons, necessary to Repair any Damage set out in the Timber Pest Notice.
  - 9.3 "Consultant" means an independent inspector qualified and experienced in undertaking, pre-purchase property inspections pursuant to the Standard and Eradication.
  - 9.4 "Damage" means evidence of damage caused by Timber Pests to the Building.
  - 9.5 "Date" means the date inserted or calculated in clause 1. If no date is inserted in clause 1 then the Date will be Five (5) Business Days from the later of: (i) the Contract Date; or (ii) the Latest Time for Finance Approval (if any).
  - 9.6 "Eradicate" and "Eradication" mean the treatment necessary to eradicate Activity affecting the Building.
  - 9.7 "Repair" means the Work necessary to repair any Damage.
  - 9.8 "Report" means a report performed in accordance with the Standard by a Consultant at the Property.
  - 9.9 "Standard" means Australian Standard AS 4349.3-2010 (as amended from time to time) Inspection of buildings Timber Pest Inspections.
  - 9.10 "Timber Pests" means subterranean and dampwood termites, borers of seasoned timber and wood decay fungi as defined in the Standard.
  - 9.11 "Timber Pest Notice" means a Notice in writing from the Buyer to the Seller to provide the Seller with the opportunity to agree to Eradicate and/or Repair that the Buyer requires pursuant to the Report.
  - 9.12 "Work" means the work required to Repair pursuant to the Timber Pest Notice.
  - 9.13 Words not defined in this Annexure have the same meaning as defined in the Standard or the 2018 General Conditions.

**BUYER SIGNATURE**

**BUYER SIGNATURE**

**SELLER SIGNATURE**

**SELLER SIGNATURE**

**BUYER SIGNATURE**

**BUYER SIGNATURE**

**SELLER SIGNATURE**

**SELLER SIGNATURE**

WESTERN



AUSTRALIA

TITLE NUMBER

Volume Folio

2638 171

**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 1 ON SURVEY-STRATA PLAN 50721  
TOGETHER WITH A SHARE IN COMMON PROPERTY (IF ANY) AS SET OUT ON THE SURVEY-STRATA PLAN

**REGISTERED PROPRIETOR:**  
(FIRST SCHEDULE)

GURPREET KAUR MIGLANI  
WAHEGURU SINGH  
BOTH OF UNIT 1 117 STAFFORD ROAD KENWICK WA 6107  
AS JOINT TENANTS

(T P981163 ) REGISTERED 8/5/2024

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

- INTERESTS NOTIFIED ON THE SURVEY-STRATA PLAN AND ANY AMENDMENTS TO LOTS OR COMMON PROPERTY NOTIFIED THEREON BY VIRTUE OF THE PROVISIONS OF THE STRATA TITLES ACT OF 1985 AS AMENDED.
- K032333 EASEMENT TO ELECTRICITY NETWORKS CORPORATION FOR THE PURPOSE OF ELECTRICITY TRANSMISSION WORKS. SEE SKETCH ON SURVEY-STRATA PLAN 50721. REGISTERED 20/12/2006.
- P981164 MORTGAGE TO WESTPAC BANKING CORPORATION REGISTERED 8/5/2024.

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: SP50721  
PREVIOUS TITLE: 1875-920  
PROPERTY STREET ADDRESS: UNIT 1 117 STAFFORD RD, KENWICK.  
LOCAL GOVERNMENT AUTHORITY: CITY OF GOSNELLS



# 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.

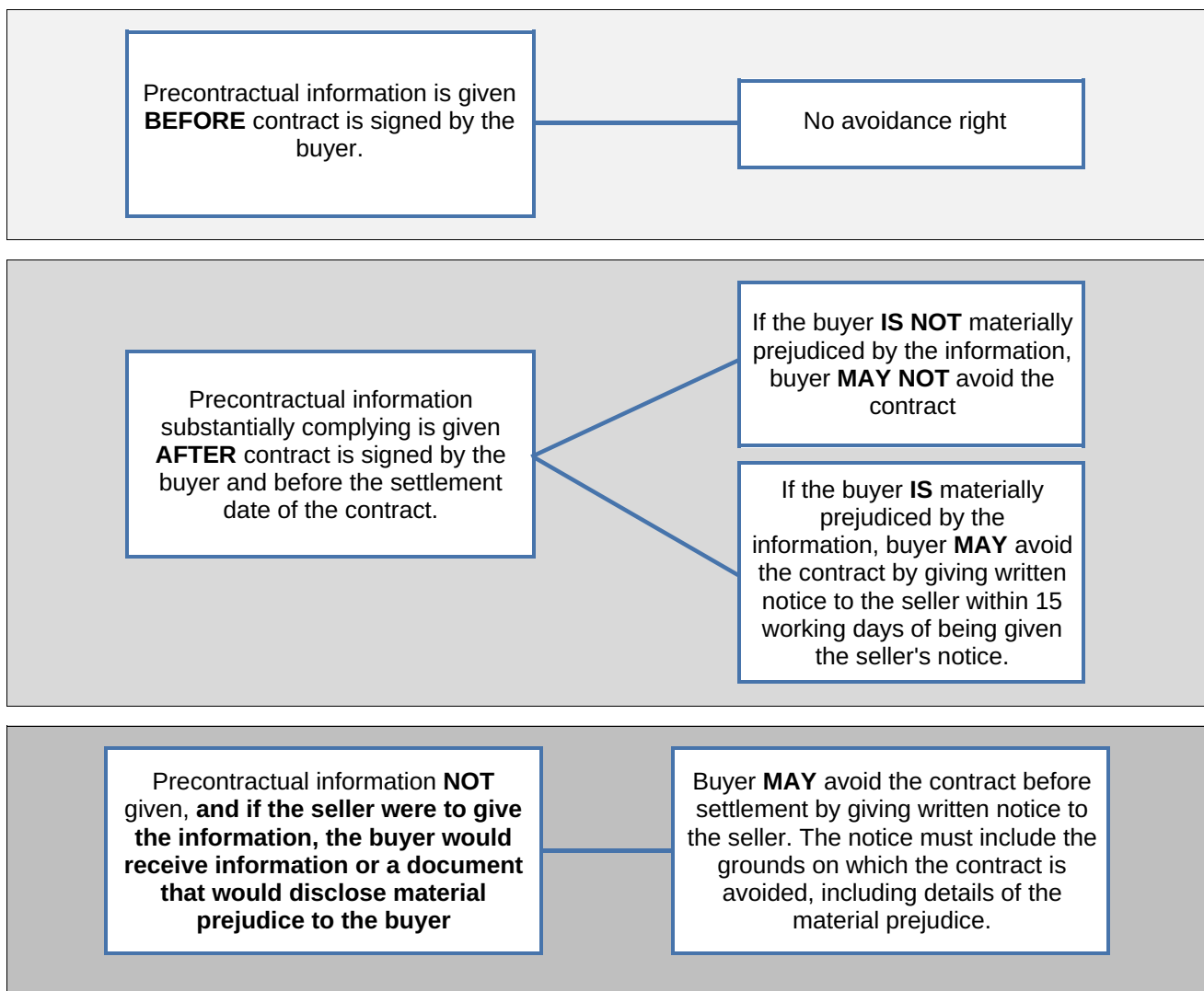
A buyer may consider seeking more information about the lot, the strata company and the strata / survey-strata scheme by asking the seller to provide it, or by making an application to the strata company for more information under section 107 of the Act.

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.

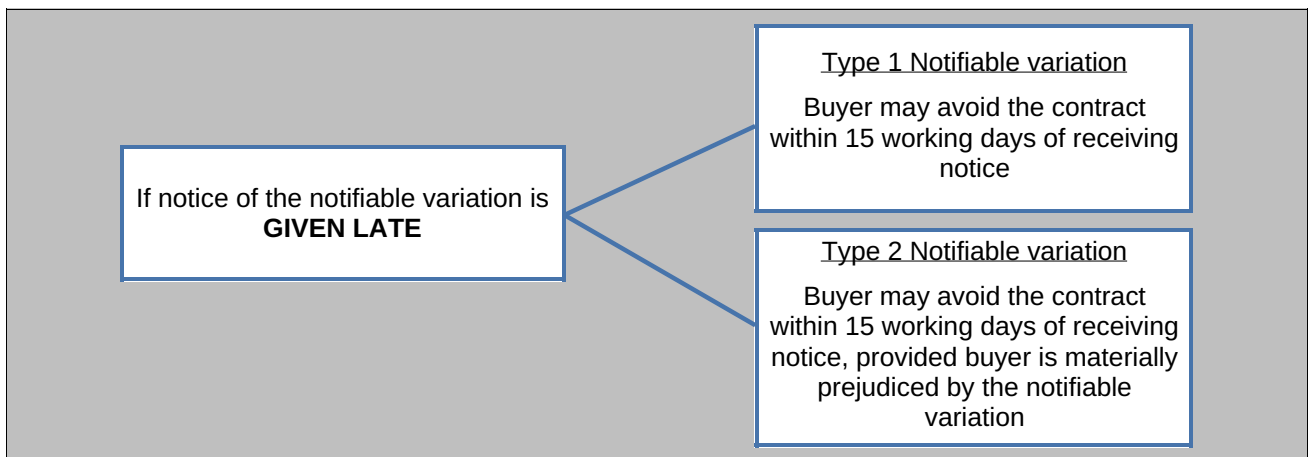
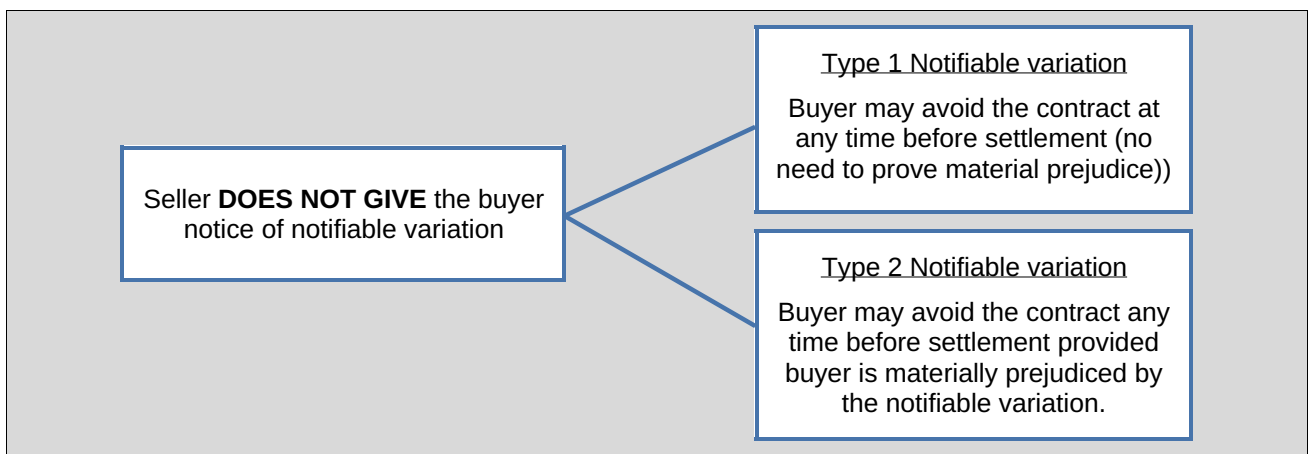
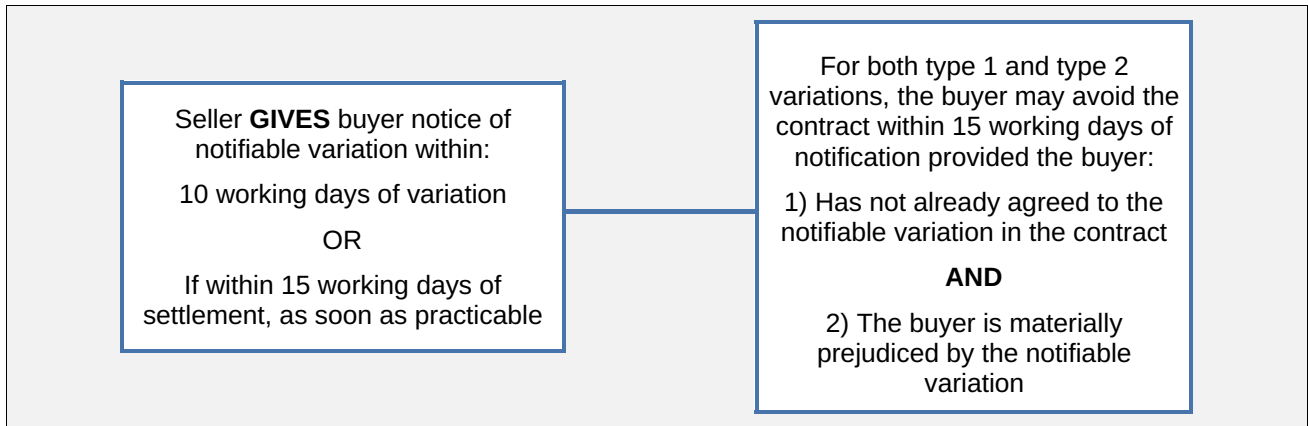
Type 1 and Type 2 notifiable variations are as follows:

<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	<u>Gurpreet Kaur Miglani</u>		
Address	<u>1/117 Stafford Road, Kenwick WA 6107</u>		
Telephone/mobile	<u>0451 900 405</u>	Email	<u>gureemiglani@gmail.com</u>
Name	<u>Waheguru Singh</u>		
Address	<u>1/117 Stafford Road, Kenwick WA 6107</u>		
Telephone/mobile	<u>0422 065 744</u>	Email	<u>waheguru0751@gmail.com</u>

### Scheme Information

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

#### Scheme Details

Scheme name	<u>1/117 Stafford Road, Kenwick</u>
Name of the strata company	<u>1/117 Stafford Road, Kenwick</u>
Address for service of the strata company (taken from scheme notice)	<u>1/117 Stafford Road, Kenwick 6107</u>
Name of Strata Manager	<u>Dominion Strata Management</u>
Address of Strata Manager	<u></u>
Telephone/Mobile	<u>1300 454 399</u>
Email	<u>admin@dominionstrata.com.au</u>

The status of the scheme is:

- proposed  
 registered

The scheme type is:

- strata  
 survey-strata

The tenure type is

- freehold  
 leasehold

For leasehold only:

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

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

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

**Att.**

**Scheme Documents (must be attached)**

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

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)**

Not provided by Strata

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

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)**

Not provided by Strata

The statement of accounts last prepared by the strata company \_\_\_\_\_

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)

1/117 Stafford Road, Kenwick 6107

Lot 1 on scheme plan no. SSP50721

*(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>\$637.44</u>		_____
Reserve fund:	_____		_____
Other levy (attach details)	_____		_____

Att 4

Actual  Estimated total contribution for the lot \$ \$637.44

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

Due dates \$159.36 on 1/12/24 \$159.36 on 1/6/25

\$159.36 on 1/3/25 \$159.36 on 1/9/25

### 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.

Signature \_\_\_\_\_

Name GURPREET KAUR MIGLANI

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name WAHEGURU SINGH

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  \_\_\_\_\_

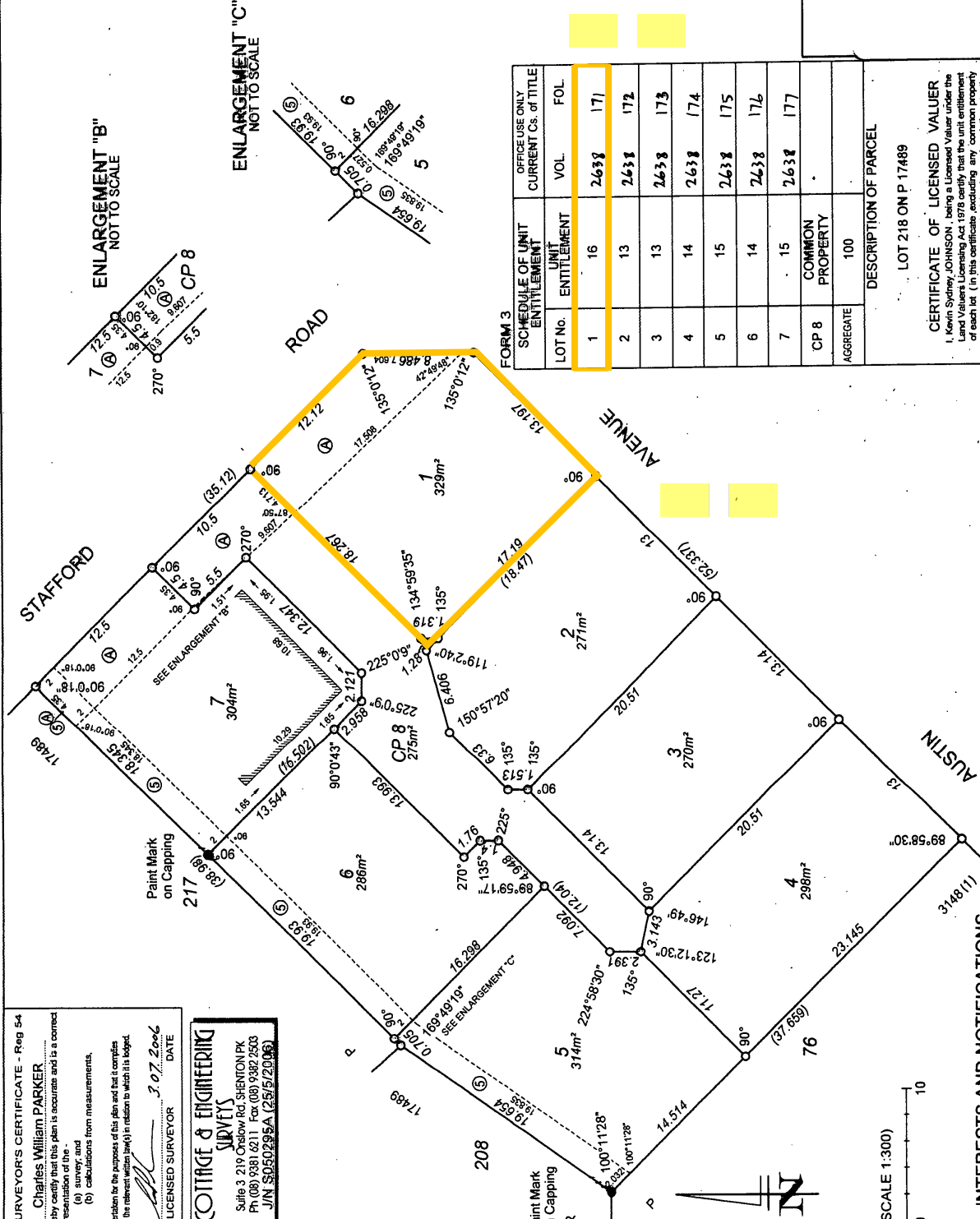
Name \_\_\_\_\_

Date \_\_\_\_\_

<sup>1</sup> Select one.

# Attachment 1 & 2

STRATA PLAN 50721



FORM 3

LOT No.	UNIT ENTITLEMENT	OFFICE USE ONLY	
		CURRENT Cs. of TITLE	FOL
1	16	2638	171
2	13	2638	172
3	13	2638	173
4	14	2638	174
5	15	2638	175
6	14	2638	176
7	15	2638	177
CP 8	COMMON PROPERTY		
AGGREGATE	100		

**CERTIFICATE OF LICENSED VALUER**  
 I, Kevin Sydney JOHNSON, being a Licensed Valuer under the Land Valuers Licensing Act 1978 certify that the unit entitlement of each lot (as stated in this certificate, excluding any common property of the strata plan) is correct and that the aggregate unit entitlement of all lots in the strata plan is correct and that the proportion that the value (as that term is defined in section 14 (2a) of the Strata Titles Act 1985) of that lot bears to the aggregate value of all the lots delineated on the plan.

30th May, 2006  
 DATE

*[Signature]*  
 SURVEYOR

**SURVEYOR'S CERTIFICATE - Reg 54**  
 Charles William PARKER  
 I, Charles William Parker, hereby certify that this plan is accurate and is a correct representation of the survey and calculations from measurements.  
 (a) survey and  
 (b) calculations from measurements.  
 undertaken for the purposes of this plan and that it complies with the relevant within law(s) in relation to which it is lodged.  
 LICENSED SURVEYOR DATE 3.07.2006

**COTTAGE & ENGINEERING SURVEYS**  
 Suite 3 219 Orslow Rd, SHENTON PK  
 Ph (08) 9381 6211 Fax (08) 9382 2503  
 J/N S050295A (25/5/2006)

**SURVEY-STRATA PLAN 50721**  
 SHEET 1 OF 1 SHEETS  
**PLAN OF**  
 LOT 218 ON P 17489

**CERT. OF TITLE**  
 VOL: 1875 FOL: 920  
**LOCAL GOVERNMENT**  
 CITY OF GOSNELLS  
**INDEX PLAN**  
 BG 34(2) 20.15  
**FIELD BOOK**  
 99590  
**SCALE**  
 1:300

**NAME OF SCHEME**  
 117 STAFFORD ROAD, KENWICK.  
**ADDRESS OF PARCEL**  
 117 STAFFORD ROAD, KENWICK, 6107.

**MANAGEMENT STATEMENT** YES  NO   
**LOGGED**  
 DATE 23.10.2006  
 CORRECT NO 23.10.2006  
 CORR. 02721-2006/P 155  
**IN ORDER FOR DEALINGS**  
 SUBJECT TO APPROVAL DP 51644  
**ASSESS NO.**  
 4584  
**REGISTERED**  
 1.44.35.87  
 26.10.2006

**WESTERN AUSTRALIAN PLANNING COMMISSION**  
 W.A.P.C. REF: 1302-05  
 Certificate of Approval of W.A.P.C. under Section 25B(2) of Strata Titles Act 1985.  
 20.12.06  
 DATE  
 Department of Land Information

**INTERESTS AND NOTIFICATIONS**

SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN	LAND BURDENED	BENEFIT TO	COMMENTS
Ⓢ	EASEMENT (DRAINAGE)	SEC 27A OF 1985 ACT REG 5	P 17489	LOTS 5,6 & 7	CITY OF GOSNELLS	
Ⓐ	EASEMENT (TRANSMISSION LINES)	ENERGY OPERATORS (POWERS) ACT 1979	Doc K31333	LOTS 1,7 & CP 8	ELECTRICITY NETWORKS CORPORATION	

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION







# Survey Strata Plan 50721

<b>Lot</b>	<b>Certificate of Title</b>	<b>Lot Status</b>	<b>Part Lot</b>
1	2638/171	Registered	
2	2638/172	Registered	
3	2638/173	Registered	
4	2638/174	Registered	
5	2638/175	Registered	
6	2638/176	Registered	
7	2638/177	Registered	
8	N/A	Registered	

# Attachment 3



## **SB** Scheme By-laws – First Consolidation

Lodged by: <sup>13</sup>	<u>Allan Green – ALCA Southern Strata</u>
Address:	<u>PO Box 243 Como 6952</u>
Phone Number:	<u>08 93134646</u>
Fax Number:	<u>strata@alcastrata.com</u>
Reference Number:	_____
Issuing Box Number:	<u>999</u>

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

\_\_\_\_\_

Prepared by:	<u>Shane White – Strata Title Consult Pty Ltd</u>
Address:	<u>PO Box 453 Maylands 6931</u>
Phone Number:	<u>0439724090</u>
Fax Number:	<u>Shane.white@stratatileconsult.com.au</u>
Reference Number:	<u>SP50721 – 117 Stafford</u>

Titles, Leases, Evidence, Declarations etc. lodged herewith

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

### OFFICE USE ONLY

Landgate Officer

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

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

<sup>13</sup> Lodging Party Name may differ from Applicant Name.

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





2. No Common Seal

Signed for and on behalf of the Owners of<sup>9</sup> 117 Stafford Road Kenwick Strata Scheme 50721 in accordance with authority conferred under section 118 of the *Strata Titles Act 1985*<sup>10</sup>.

Member of Council /  Strata Manager<sup>11</sup>:

Member of Council /  Strata Manager<sup>11</sup>:

S Kelly  
Signature  
SHERYL KELLY  
Full Name  
COUNCILLOR  
Delegation<sup>12</sup>  
3  
Lot Number

Michael Ward  
Signature  
Michael Ward  
Full Name  
Councillor  
Delegation<sup>12</sup>  
4  
Lot Number

13/07/2022

<sup>9</sup> To be completed as "[scheme name + scheme type + scheme number]" under s.14(2) of the Act, e.g. Pretty Ponds Survey-Strata Plan 12345.

<sup>10</sup> Under section 118(2) of the Act, the strata company may, by ordinary resolution, authorise any of the following to execute documents on its behalf subject to any conditions or limitations specified in the resolution:

- (a) a member of the council of the strata company; or
- (b) members of the council of the strata company acting jointly; or
- (c) a strata manager of the strata company.

<sup>11</sup> Select whichever is applicable.

<sup>12</sup> Expand to state whether "Authorised by [name of corporation] under s.136(2) of the Act", if applicable.

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







**Part 6 – Execution**

Date of Execution: 13/07/2022

1. Common Seal

The common seal of the Owners of<sup>7</sup>

117 Stafford Road Kenwick Strata Scheme  
50721

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



Member of Council:

Member of Council:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Delegation<sup>8</sup>

\_\_\_\_\_  
Delegation<sup>8</sup>

\_\_\_\_\_  
Lot Number

\_\_\_\_\_  
Lot Number

OR

\_\_\_\_\_

<sup>7</sup> To be completed as “[scheme name + scheme type + scheme number]” under s.14(2) of the Act, e.g. Pretty Ponds Survey-Strata Plan 12345.

<sup>8</sup> Expand to state whether “Authorised by [name of corporation] under s.136(2) of the Act”, if applicable.

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





**Part 5 – Attachments**

- Consent Statement – Designated Interest<sup>6</sup> Holders for making / amendment / repeal of staged subdivision by-laws**
- Written consent of owner of each lot granted exclusive use (owners of special lots)
- Written consent of Western Australian Planning Commission or Local Government (as relevant) to amendment or repeal of any by-laws created in relation to a planning (scheme by-laws) condition

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<sup>6</sup> Refer to section 3(1) of the Act for the meaning of designated interest.

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





**Part 4 – By-laws of Significance**

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

By-law number(s)

**Staged subdivision by-laws<sup>3</sup>:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**By-law under planning (scheme by-laws) condition<sup>4</sup>:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Exclusive use by-laws<sup>5</sup>:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<sup>3</sup> Refer *Strata Titles Act 1985* section 42.  
<sup>4</sup> Refer *Strata Titles Act 1985* section 22.  
<sup>5</sup> Refer *Strata Titles Act 1985* section 43.

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





Approved Form 2020-43914  
Effective for use from: 15/07/2020

(d) A proprietor, occupier or other resident of a lot shall not conduct repairs, restoration or the wrecking of any motor vehicle, boat, trailer or other vehicle upon any portion of their lot, except wholly within the garage of the said lot, provided that such activity shall at no time be permitted if it is determined by the Strata Company to be a nuisance.

(e) No motor vehicle shall exceed a speed of five (5) kilometres per hour on the common driveway. It shall be the responsibility of all registered proprietors, occupiers or other residents to ensure that this by-law is adhered to by all motor vehicles entering and leaving the scheme.

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



#### 16. Pets

A proprietor, occupier or other resident of a lot:

- (a) Shall not allow their pet to remain on the common property unless the animal is correctly restrained and is being supervised by an adult.
- (b) Shall be responsible to ensure that all animal faeces is disposed of promptly and in a proper manner.
- (c) Will not be permitted to keep any restricted breed of animal within the scheme.

#### 17. Noise Limitations

A proprietor, occupier or other resident shall not permit loud noises, have exterior speakers to the dwellings, use horns, whistles, bells or other sound devices (other than security or warning device used exclusively for such purposes). Use or start noisy or smoky vehicles or water craft, large power equipment or large power tools, unlicensed off-road motor vehicles or items which may unreasonably interfere with the peaceful enjoyment of a lot.

#### 18. Maintenance of Lawns & Gardens with the Lots

- (a) At their cost, maintain the grounds and landscaping, including but not limited to all lawns, plants, shrubs and trees with their lot (that is not maintained by the Strata Company) to a reasonable an acceptable standard as shall be determined from time to time by the Strata Company and in particular that part of the lot contained with the front building set back areas and any other portion of the lot which can be seen from any other lots; and
- (b) If the proprietor fails to maintain the grounds and landscaping to a standard that is, in the opinion of the Strata Company, an acceptable standard in accordance with (a) above, then the Strata Company may serve notice on the registered proprietor, occupier or other resident of the lot to carry out work to return the landscaping to the required standard and should the required works not be completed within thirty (30) days from the date of service of the notice, then the Strata Company or it's agent may enter upon the lot to carry out the required works and the account for the costs incurred shall be recovered from the registered proprietor, occupier or other resident of the said lot. In this regards sections 38 & 39 of the Act shall apply.

#### 19. Maintenance of Verges (Lots 1-7)

The ongoing appearance and maintenance of the street verges directly adjacent to the Lots 1-7 will be the responsibility of the Strata Company.

#### 20. Vehicles

- (a) No vehicle shall be parked, stored or kept on a lot other than wholly within the parking area provided on the lot. Recreational vehicles (which shall include but not be limited to a camper unit, house car, motor home or boat) may be parked, stored or kept elsewhere on a lot if such vehicle is screened so as to be not visible from any other lot or common property with in the scheme.
- (b) No vehicle of a commercial type (including but not limited to a dump truck, cement mixer truck, delivery truck, coach bus, inoperable vehicle, equipment whether mobile or otherwise) shall be parked, stored or kept on a lot other than for commercial deliveries.
- (c) The Strata Company may determine designated areas for reversing bays or visitor parking bays. Designated bays shall be kept clear unless permission has been granted for use by the Strata Company.



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

#### 10. Floor coverings

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

#### 11. Garbage disposal

An owner or occupier of a lot must —

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

#### 12. Additional duties of owners and occupiers

An owner or occupier of a lot must not —

- (a) use the lot for a purpose that may be illegal or injurious to the reputation of the building; or
- (b) make undue noise in or about the lot or common property; or
- (c) keep more than one small dog on the lot or the common property.

#### 13. Notice of alteration to lot

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

#### 14. Appearance of lot

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

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

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



use and enjoyment of the common property by other owners or occupiers of lots or of their visitors;  
and

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

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

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

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

### 4. Behaviour of owners and occupiers

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

### 5. Deleted by Strata Titles Amendment Act 2018

### 6. Depositing rubbish etc. on common property

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

### 7. Drying of laundry items and signage

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

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

### 8. Storage of inflammable liquids etc.

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

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



11-15. Deleted by Strata Titles Amendment Act 2018

16. Recovery of Expenses

The Strata Company reserves the right to recover from any registered proprietor of any lot within the strata scheme any expenses e.g. debt collection agency fees, strata managing agents costs, solicitors fees etc associated with any contravention of The Strata Titles Act 2018 e.g. breach of By-Laws, debt recovery etc. These expenses shall be levied to the registered proprietor of the lot.

17. Insurance

An owner is responsible for the cost of any insurance excess payable as the result of an insurance claim made against the strata company's insurer by the owner, including any claim whether such loss or damage occurs;

- 17.1 to any part of the building structure within their lot;
- 17.2 to any part of the common property structure surrounding the owner's lot;
- 17.3 to the fixtures and improvements of the owner of that lot; and
- 17.4 to any part of the common property or personal property of the strata company, other than common property referred to in by-law 17.2 where
  - 17.4.1 the owner is directly responsible for the loss of, or damage to, that common property or personal property of the strata company; and
  - 17.4.2 the insurance claim is made by the strata company.
- 17.5 The responsibility of the owner under by-law 16 extends to, but is not limited to, an insurance claim for damage, breakage or loss, whether accidental or otherwise, to:
  - 17.5.1 glass (windows, doors, shower screens and mirrors); and
  - 17.5.2 porcelain, vitreous china, or similar fixtures (such as vanity basins).

18. Financial Year

The financial year for the strata company is the period of 12 months ending on 31 May.

**Conduct By-Laws**

1. Vehicles and parking

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

2. Use of common property

An owner or occupier of a lot must —

- (a) use and enjoy the common property in such a manner as not unreasonably to interfere with the







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

#### 8. Meetings of council

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

(2) The council may —

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

(b) employ or engage, on behalf of the strata company, any person as it thinks is necessary to provide any goods, amenity or service to the strata company; or

(c) subject to any restriction imposed or direction given at a general meeting of the strata company, delegate to 1 or more of its members such of its powers and duties as it thinks fit, and at any time revoke the delegation.

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

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

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

#### 9. Powers and duties of secretary of strata company

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

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

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

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

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

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

(f) subject to the Strata Titles Act 1985 sections 127, 128, 129, 200(2)(f) and (g) the convening of meetings of the strata company and of the council.

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

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

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

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

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

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



- form in respect of each lot in respect of which the person is entitled to vote for use as a ballot form.
- (6) A person who is entitled to vote must complete a valid ballot form by —
- (a) writing on the form the names of candidates, equal in number to the number of members of the council so that no name is repeated; and
  - (b) indicating on the form the number of each lot in respect of which the person's vote is cast and whether the person so votes as owner or first mortgagee of each such lot or as proxy of the owner or first mortgagee; and
  - (c) signing the ballot form; and
  - (d) returning it to the chairperson.
- (7) The chairperson, or a person appointed by the chairperson, must count the votes recorded on valid ballot forms in favour of each candidate.
- (8) Subject to sub-by-law (9), candidates, being equal in number to the number of members of the council determined in accordance with by-law 4(3), who receive the highest numbers (in terms of lots or unit entitlements as required under the Strata Titles Act 1985 section 122) of votes are to be declared elected to the council.
- (9) If the number (in terms of lots or unit entitlements as required under the Strata Titles Act 1985 section 122) of votes recorded in favour of any candidate is the lowest of the numbers of votes referred to in sub-by-law (8) and —
- (a) that number equals the number of votes recorded in favour of any other candidate; and
  - (b) if each of those candidates were to be declared elected the number of persons elected would exceed the number of persons required to be elected, as between those candidates, the election must be decided by a show of hands of those entitled to vote and present in person or by proxy.

#### 6. Chairperson, secretary and treasurer of council

- (1) The members of a council must, at the first meeting of the council after they assume office as such members, appoint a chairperson, a secretary and a treasurer of the council.
- (2) A person —
- (a) must not be appointed to an office referred to in sub-by-law (1) unless the person is a member of the council; and
  - (b) may be appointed to 1 or more of those offices.
- (3) A person appointed to an office referred to in sub-by-law (1) holds office until the first of the following events happens —
- (a) the person ceases to be a member of the council under by-law 4(9);
  - (b) receipt by the strata company of a written notice of the person's resignation from that office;
  - (c) another person is appointed by the council to hold that office.
- (3A) The remaining members of the council must appoint a member of the council to fill a vacancy in an office referred to in sub-by-law (1), other than a vacancy arising under by-law 4(9)(c) or (d), and any person so appointed holds office, subject to this by-law, for the balance of the predecessor's term of office.
- (4) The chairperson is to preside at all meetings of the council but, if the chairperson is absent from, or is unwilling or unable to preside at, a meeting, the members of the council present at that meeting can appoint 1 of their number to preside at that meeting during the absence of the chairperson.

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

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



special resolution remove any member of the council before the expiration of the member's term of office.

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

- (a) if the member dies or ceases to be an owner or co-owner of a lot; or
- (b) on receipt by the strata company of a written notice of the member's resignation from the office of member; or
- (c) at the conclusion of an annual general meeting of the strata company at which an election of members of the council takes place and at which the member is not elected or re-elected; or
- (d) in a case where the member is a member of the council by reason of there being not more than 3 owners of lots in the scheme, on an election of members of the council (as a result of there being an increase in the number of owners to more than 3) at which the member is not elected; or
- (e) if the member is removed from office under sub-by-law (8); or
- (f) if the Tribunal orders that the member's appointment is revoked and the member is removed from office.

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

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

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

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

#### 5. Election of council at general meeting

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

- (1) The meeting must determine, in accordance with the requirements of by-law 4(3) the number of persons of whom the council is to consist.
- (2) The chairperson must call on those persons who are present at the meeting in person or by proxy and entitled to nominate candidates to nominate candidates for election to the council.
- (3) A nomination is ineffective unless supported by the consent of the nominee to the nomination, given —
  - (a) in writing, and furnished to the chairperson at the meeting; or
  - (b) orally by a nominee who is present at the meeting in person or by proxy.
- (4) When no further nominations are forthcoming, the chairperson —
  - (a) if the number of candidates equals the number of members of the council determined in accordance with the requirements of by-law 4(3), must declare those candidates to be elected as members of the council;
  - (b) if the number of candidates exceeds the number of members of the council as so determined, must direct that a ballot be held.
- (5) If a ballot is to be held, the chairperson must —
  - (a) announce the names of the candidates; and
  - (b) cause to be furnished to each person entitled to vote and present in person or by proxy, a blank



**Part 3 – Consolidated By-laws of Scheme Number: 50721**

**Governance By-Laws**

**1. Duties of owner**

(1) The owner of a lot must —

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

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

(1A) The owner of a lot must —

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

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

**2. Deleted by Strata Titles Amendment Act 2018**

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

**4. Constitution of council**

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

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

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

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

(5) deleted by Amendment Act.

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

(7) deleted by Amendment Act.

(8) Except if the council consists of all the owners of lots in the scheme, the strata company may by





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(e) No motor vehicle shall exceed a speed of five (5) kilometres per hour on the common driveway. It shall be the responsibility of all registered proprietors, occupiers or other residents to ensure that this by-law is adhered to by all motor vehicles entering and leaving the scheme.

The strata company further certifies that the consolidated by-laws provided in **Part 3** are all the current by-laws for the scheme.

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





restrained and is being supervised by an adult.

- (b) Shall be responsible to ensure that all animal faeces is disposed of promptly and in a proper manner.
- (c) Will not be permitted to keep any restricted breed of animal within the scheme.

#### 17. Noise Limitations

A proprietor, occupier or other resident shall not permit loud noises, have exterior speakers to the dwellings, use horns, whistles, bells or other sound devices (other than security or warning device used exclusively for such purposes). Use or start noisy or smoky vehicles or water craft, large power equipment or large power tools, unlicensed off-road motor vehicles or items which may unreasonably interfere with the peaceful enjoyment of a lot.

#### 18. Maintenance of Lawns & Gardens with the Lots

(a) At their cost, maintain the grounds and landscaping, including but not limited to all lawns, plants, shrubs and trees with their lot (that is not maintained by the Strata Company) to a reasonable an acceptable standard as shall be determined from time to time by the Strata Company and in particular that part of the lot contained with the front building set back areas and any other portion of the lot which can be seen from any other lots; and

(b) If the proprietor fails to maintain the grounds and landscaping to a standard that is, in the opinion of the Strata Company, an acceptable standard in accordance with (a) above, then the Strata Company may serve notice on the registered proprietor, occupier or other resident of the lot to carry out work to return the landscaping to the required standard and should the required works not be completed within thirty (30) days from the date of service of the notice, then the Strata Company or it's agent may enter upon the lot to carry out the required works and the account for the costs incurred shall be recovered from the registered proprietor, occupier or other resident of the said lot. In this regards sections 38 & 39 of the Act shall apply.

#### 19. Maintenance of Verges (Lots 1-7)

The ongoing appearance and maintenance of the street verges directly adjacent to the Lots 1-7 will be the responsibility of the Strata Company.

#### 20. Vehicles

(a) No vehicle shall be parked, stored or kept on a lot other than wholly within the parking area provided on the lot. Recreational vehicles (which shall include but not be limited to a camper unit, house car, motor home or boat) may be parked, stored or kept elsewhere on a lot if such vehicle is screened so as to be not visible from any other lot or common property with in the scheme.

(b) No vehicle of a commercial type (including but not limited to a dump truck, cement mixer truck, delivery truck, coach bus, inoperable vehicle, equipment whether mobile or otherwise) shall be parked, stored or kept on a lot other than for commercial deliveries.

(c) The Strata Company may determine designated areas for reversing bays or visitor parking bays. Designated bays shall be kept clear unless permission has been granted for use by the Strata Company.

(d) A proprietor, occupier or other resident of a lot shall not conduct repairs, restoration or the wrecking of any motor vehicle, boat, trailer or other vehicle upon any portion of their lot, except wholly within the garage of the said lot, provided that such activity shall at no time be permitted if it is determined by the Strata Company to be a nuisance.





scheme any expenses e.g. debt collection agency fees, strata managing agents costs, solicitors fees etc associated with any contravention of The Strata Titles Act 2018 e.g. breach of By-Laws, debt recovery etc. These expenses shall be levied to the registered proprietor of the lot.

17. Insurance

An owner is responsible for the cost of any insurance excess payable as the result of an insurance claim made against the strata company's insurer by the owner, including any claim whether such loss or damage occurs;

- 17.1 to any part of the building structure within their lot;
- 17.2 to any part of the common property structure surrounding the owner's lot;
- 17.3 to the fixtures and improvements of the owner of that lot; and
- 17.4 to any part of the common property or personal property of the strata company, other than common property referred to in by-law 17.2 where
  - 17.4.1 the owner is directly responsible for the loss of, or damage to, that common property or personal property of the strata company; and
  - 17.4.2 the insurance claim is made by the strata company.
- 17.5 The responsibility of the owner under by-law 16 extends to, but is not limited to, an insurance claim for damage, breakage or loss, whether accidental or otherwise, to:
  - 17.5.1 glass (windows, doors, shower screens and mirrors); and
  - 17.5.2 porcelain, vitreous china, or similar fixtures (such as vanity basins).

18. Financial Year

The financial year for the strata company is the period of 12 months ending on 31 May.

and /  or<sup>2</sup>

By special resolution, the voting period for which opened on 06/07/22 and closed on 07/08/22 (and which must be registered within 3 months from closing date) the  additions/  amendments/  repeal<sup>2</sup> to the Conduct by-laws were made as detailed here.

The following Schedule 2 Conduct by-laws are: AMENDED

12. (c)

(c) keep more than one small dog on the lot or the common property.

The following Schedule 2 Conduct by-laws are: ADDED

16. Pets

A proprietor, occupier or other resident of a lot:

- (a) Shall not allow their pet to remain on the common property unless the animal is correctly

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





SB

# Scheme By-laws – First Consolidation

Strata Titles Act 1985  
Part 4 Division 4

Scheme Number: **50721**

The Owners of **117 Stafford Road Kenwick Strata Scheme 50721** (strata company):

## Part 1 – First Consolidation

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

[Note that no resolution is required if the strata company is just reflecting the by-law changes set out in the legislation, classifying by-laws as governance or conduct, repealing invalid by-laws and then renumbering as required.]

## Part 2 – Application to Amend

In compliance with the *Strata Titles Act 1985* Section 56 and Schedule 5 clause 4 and the *Strata Titles (General) Regulations 2019* Regulation 180(1), applies to the Registrar of Titles to register an amendment to the strata titles scheme by amending the scheme by-laws and registering a consolidated set of scheme by-laws.

and certifies that:

By resolution without dissent, the voting period for which opened on 06/07/2022 and closed on 07/08/22 (and which must be registered within 3 months from closing date) the  additions/  amendments/  repeal<sup>2</sup> to the Governance by-laws were made as detailed here.

The following Schedule 1 Governance by-laws are: REPEALED

3. Power of strata company regarding submeters REPEALED

The following Schedule 1 Governance by-laws are: AMENDED

16. Recovery of Debt Collection Costs is REPLACED with the following:

16. Recovery of Expenses

The Strata Company reserves the right to recover from any registered proprietor of any lot within the strata

<sup>1</sup> To be completed as “[scheme name + scheme type + scheme number]” under s.14(2) of the Act, e.g. Pretty Ponds Survey-Strata Plan 12345.

<sup>2</sup> Select one.





**INSTRUCTIONS**

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

**NOTES**

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

**K 32333 E**

20 Dec 2006 13:59:07 Perth



REG \$ 82.00

LODGED BY **WESTERN POWER**

ADDRESS **363 WELLINGTON STREET  
PERTH WA 6000**

PHONE No. **9326 4899**

FAX No. **9225 2057**

REFERENCE No. **PM/3/TLS120(37A)V2 DMS# 3183996v1)**

ISSUING BOX No. **BOX 184K PERTH**

PREPARED BY

ADDRESS **AS ABOVE**

PHONE No. FAX No.

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

*Handwritten initials*

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

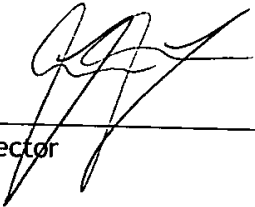
- |          |                 |
|----------|-----------------|
| 1. _____ | Received Items  |
| 2. _____ | Nos.            |
| 3. _____ |                 |
| 4. _____ |                 |
| 5. _____ | Receiving Clerk |
| 6. _____ |                 |


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.

EXAMINED *[Signature]*



EXECUTED BY KINGSOAK PTY LTD A C N 093 777 970


  
\_\_\_\_\_  
Director


  
\_\_\_\_\_  
Director/Secretary

TROY FELT  
\_\_\_\_\_  
Print full name

PAUL FELT  
\_\_\_\_\_  
Print full name

Signed on behalf of ELECTRICITY NETWORKS CORPORATION by persons authorised by its Board in accordance with Section 135(4) of the Electricity Corporations Act 2005.

  
-----  
Authorised Person - Name: RUDY TEH

  
-----  
Authorised Person - Name: RS WHITE

**ENCUMBRANCES REFERRED TO**

Easement burden created under Section 27A of T.P. & D. Act - see Plan 17489  
Mortgage J437087



**MORTGAGEES CONSENT**

I/WE, **BANK OF WESTERN AUSTRALIA LTD** being the Mortgagee under and by virtue of Mortgage registered No. **J437087** DO HEREBY CONSENT to the within Easement and WE AGREE that the said Easement shall rank in priority to the said Mortgage.

DATED this *22<sup>ND</sup>* day of *August* 2006

EXECUTED by BANK OF WESTERN AUSTRALIA LTD. 22 08 06 454 454 by its Attorney

BANK OF WESTERN AUSTRALIA LTD. by its Attorney

Lawfully constituted Attorney under Power of Attorney No. H994310 dated 22nd January 2002 who at the date hereof had no notice of revocation of such Power of Attorney in the presence of:

*[Signature]*  
JOHN ROWE.  
BANK OFFICER.

*[Signature]*  
**Enrico Caruso**  
Relationship Manager

An Officer of the Bank *[Signature]*

## ADDITIONAL PAGE TO EASEMENT IN GROSS

Dated

**2. MUTUAL COVENANTS**

The Grantor and Electricity Networks Corporation MUTUALLY AGREE AND DECLARE that:

- (a) Electricity Networks Corporation shall maintain all bridges, gates, culverts, access roads and improvements which it makes to the Land to the extent that they serve Electricity Networks Corporation's Transmission Works;
- (b) Electricity Networks Corporation shall not be required to fence off all or any part of the Easement but may cut and remove part of any fence and construct and maintain a gate or gates as Electricity Networks Corporation may require;
- (c) subject to the express provisions of this Grant, Electricity Networks Corporation shall do as little damage as is reasonably possible and shall make good or otherwise pay adequate compensation for all physical damage done to the Land and any premises or thing, by Electricity Networks Corporation in the course and at the time of the exercise of any power of entry onto that land premises or thing;
- (d) in this Grant, unless the context otherwise requires:
  - (i) a covenant or agreement entered into by more than one person shall be deemed entered into and to bind all parties jointly and each party severally;
  - (ii) a reference to the Grantor (where there is more than one) shall mean and include each of them and any two or more of them; and
  - (iii) all words and phrases which are defined in the Act, shall have the same meanings whenever they appear in this Grant;
- (e) this Grant is made and received upon and subject to all of the rights, powers and authority of Electricity Networks Corporation contained in the Act and any other Act or Acts, including the Energy Operators (Powers) Act 1979 Sections 28(3)(d), 36, 37 and 45, which now or subsequently confer any rights, powers or authorities on Electricity Networks Corporation.
- (f) the Grantor will not improve, enlarge or alter any of the improvements without the prior written consent of Electricity Networks Corporation which it shall have no obligation to grant and then on those terms and conditions, if any, which Electricity Networks Corporation may determine.

**THE SCHEDULE****CANNINGTON TERMINAL TO GOSNELLS (81) 132KV TRANSMISSION LINE**

DATED this 4th day of September 2006

- (ii) otherwise with the prior written consent of Electricity Networks Corporation on each occasion
- (b) construct, erect or set up any building, structure or improvement within the Easement other than:
  - (i) a fence or trellis not exceeding two (2) metres in height from the natural surface of the Land, earthed to the satisfaction of Electricity Networks Corporation in the case of a metallic fence or trellis; and
  - (ii) those structures and improvements specified in and to the extent permitted by subclause 1(c)
- (c) construct, erect, set up, improve, enlarge or alter any:
  - (i) contour bank;
  - (ii) fenced stormwater drain or compensating basin; or
  - (iii) fenced artificial lake;

within the Easement without the prior written consent of Electricity Networks Corporation, which Electricity Networks Corporation shall be under no obligation to grant and then upon those terms and conditions, if any, which Electricity Networks Corporation may determine;
- (d) grow, cultivate or maintain any vegetation exceeding one (1) metre in height from the natural surface of the land, within the Easement;
- (e) stack, place or store any plant or material within the Easement;
- (f) bring within the easement any vehicle or machinery which together with any attachment, aerial or accessory exceeds 4.5 metres in height from the natural surface of the land;
- (g) park or leave stationary within the easement any vehicle or machinery exceeding 2.5 metres in height from the natural surface of the land;
- (h) bring onto or permit to be brought onto the Easement any explosive, flammable or unstable substance or material other than agricultural crops;
- (i) blast or permit any blasting within the Easement;
- (j) carry on or permit to be carried on any activity or operation which endangers the safety of the Transmission Works or the safe, efficient and continuous operation of those Works;

**BLANK INSTRUMENT FORM**

(Note 1)  
 **EASEMENT IN GROSS**

I/WE **KINGSOAK PTY LTD (ACN 093 777 970) OF PO BOX 396, BELMONT** in the State of Western Australia ("the Grantor", which expression includes the transferees, assigns, personal representatives and successors in title of the Grantor) being registered as the proprietor of an estate in Fee Simple in ALL THAT land being:

**LOT 218 ON PLAN 17489 AND BEING THE WHOLE OF THE LAND CONTAINED IN CERTIFICATE OF TITLE VOLUME 1875 FOLIO 920**

subject to the Encumbrances notified hereunder ("the Land").

... ABN 66 012 878 629  
WESTERN AUSTRALIA STAMP DUTY  
CON 04/09/06 14:51 002689953-001  
FEE \$ \*\*\*\*\*  
50 \$ \*\*\*\*\*2.00 PEN \*\*\*\*\*.00

AGREE THAT IN CONSIDERATION of the sum of **ONE DOLLAR (\$1.00)** paid to me/us on the execution of this GRANT by Electricity Networks Corporation, a body corporate pursuant to the Electricity Corporations Act 2005 ("the Act") of 363-365 Wellington Street, Perth in the State of Western Australia ("the Grantee", which expression includes the successors and assigns of Electricity Networks Corporation) I/WE TRANSFER AND GRANT to Electricity Networks Corporation full right and liberty for Electricity Networks Corporation from time to time and at all times hereafter, to enter in, upon, under, over and across ALL THAT portion of Land denoted 'A' as shown on **Deposited Plan 51644 Edition 1 Version 1** ("the Easement") and to remain on and occupy the Easement at all times for so long as is necessary for Electricity Networks Corporation to:

- (a) clear and keep the Easement clear of trees, shrubs, vegetation and other growth;
- (b) break, excavate (to the depth necessary), remove timber, vegetation, soil, earth, gravel and stone upon the Easement; and
- (c) set up, lay down, establish, maintain, utilise and operate and at any time, inspect, service, maintain, repair, replace, alter or remove the system of electricity Transmission Works named and described in the Schedule and all of the Works and Undertakings which now or in the future form any part of those Transmission Works.

**1. GRANTORS COVENANTS**

The Grantor COVENANTS with Electricity Networks Corporation not to:

- (a) alter or disturb the present grades and contours of the surface of the land within the Easement except:
  - (i) in the course of normal farming operations; or

# BankWest

## Consent to Subsequent Lodgment

(for non-issued CT dealings only)

DLI  
PO BOX 2222  
MIDLAND WA 6936

Bank of Western Australia Ltd  
ABN 22 050 494 454

BankWest Business Solutions  
BankWest Tower  
108 St Georges Terrace  
GPO Box E237, Perth  
Western Australia 6001  
HelpLine: 13 17 18



Date: 7 December 2006

Re: KINGSOAK PTY LTD ACN 093 777 970

Attn: Registrar of Titles

BankWest, as mortgagee of mortgage J437087 hereby consents to the registration

Of the following documents: APPLICATION FOR NEW TITLE FOR DEPOSITED PLAN 51644.

TOGETHER WITH A DEED OF EASEMENT IN GROSS TO WESTERN POWER AS SHOWN ON  
DEPOSITED PLAN 51694

lodged by: STRAND SETTLEMENTS

against Certificate of Title: 1875/920.

registered in the name: KINGSOAK PTY LTD ACN 093 777 970

For all enquiries, contact JOHN HOWIE phone (08) 9240 3613

Yours faithfully

A handwritten signature in black ink, appearing to be 'J. Howie'.

For and on behalf of  
BANK OF WESTERN AUSTRALIA LIMITED A.B.N. 22 040 594 454

*now WFR 6/1/07*

