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





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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:
    - 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:
      - 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;
- 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 (Twth)

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:
  - 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
- advice in writing from a Mortgage Broker to the Seller or Seller Agent to the effect that:
  - (1) they have made inquiries about the Buyer's requirements and objectives under this Contract;
    - 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.
- The 2022 General Conditions together with the Annexure of Changes to the 2022 General Conditions Caused by changes to the transfer of Land Act 1893 are incorporated into this Contract so far as they are not varied by or inconsistent with the Conditions or Special Conditions of this Contract.
   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







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









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

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

	CONDITION	CHANGES
1.	3.10(a)	Delete subclause (1).
2.	3.11	Delete clause 3.11.
3.	26.1 definition of "Duplicate Certificate of Title"	Delete the definition of "Duplicate Certificate of Title".
Buyer		Seller

Buyer		Seller	
Signature	_	Signature	
Name	 _	Name	Bradley John Feodorovs
Date	 <u> </u>	Date	
Signature	_	Signature	
Name	 _	Name	
Date	 _	Date	
Signature	_	Signature	
Name	_	Name	
Date	 <u> </u>	Date	
Signature		Signature	
Name		Name	
Date	_	Date	

### AUSTRALIAN STANDARD PRE-PURCHASE **INSPECTION FOR MAJOR STRUCTURAL DEFECTS**





**ANNEXURE** 

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

1/1A Skew Road, Bayswater WA 6053

NOTE -	THIS ANNEXURE ONLY	APPLIES TO, A	AND IS LIMITED TO,	MAJOR STRUCTURAL	<b>DEFECTS PURSUANT 1</b>	TO APPENDIX "A" O	F THE STAN	DARD
AND N	OT OTHER DEFECTS. MA	INTENANCE C	OR OTHER SAFETY I	SSUES.				

1.	The Buyer may at their expense obtain a written Report on any Major Structural Defects of the residential building and of the following described areas Located upon the Property (" <b>Building</b> "). If nothing is completed in the blank space then the Building will be the residential Building only.
2.	The Buyer must serve a copy of the Report on the Seller, Seller Agent or Seller Representative by 4PM on: *complete (a) or (b)
	(a*) / / OR (b*) 14 days after acceptance ("Date")
3.	If the Buyer, and Seller Agent or Seller or Seller Representative do not receive the Report before the Date then the Buyer will be deemed to have waived

- the benefit of this Annexure. Time is of the essence.
- 4. If the Report identifies Major Structural Defects to the Property's Building, the Buyer may at any time but no later than three (3) Business Days after the Date serve a Major Structural Defects Notice on the Seller, Seller Agent or Seller Representative giving the Seller five (5) Business Days to agree to remedy the Major Structural Defects.
- If the Seller elects in writing to remedy the Major Structural Defects in the Major Structural Defects Notice then the Settlement Date will be delayed until the later of: (a) three (3) Business Days after the Seller's Work is completed as certified by the Seller's Builder and (b) the Settlement Date.
- 6. The Seller must do the Work expeditiously and in good and workmanlike manner through a Builder and provide evidence to the Buyer of completion of the Work.
- 7. If, prior to the Seller commencing Work, the Seller and Buyer wish to agree and do agree an amount to be paid by the Seller to the Buyer then the amount will be deducted from the Purchase Price at Settlement and the Seller will not undertake the Work.
- 8. If the Seller does not agree in writing to remedy Major Structural Defects within five (5) Business Days from when the Major Structural Defects Notice was served on the Seller, Seller Agent or Seller Representative then:
  - (a) At any time within a further Five (5) Business Days after (1) that period ending (if no notice is given by the seller); or (2) the date notice in writing is given by the Seller to the Buyer, the Buyer may give notice in writing to the Seller, Seller Agent or Seller Representative terminating the Contract and the Deposit and other monies paid will be repaid to the Buyer;
  - (b) if the Buyer does not terminate the Contract pursuant to this clause 8, then this Annexure ceases to apply and the Contract continues unaffected by this Annexure.
- 9. In this Annexure:
- 9.1 "Builder" means a registered building service contractor (as defined in the Building Services (Registration) Act 2011WA) qualified to remedy the matters set out in the Major Structural Defects Notice.
- 9.2 "Consultant" means an independent inspector qualified and experienced in undertaking pre-purchase property inspections to ascertain Major Structual
- 9.3 "Date" means the date inserted or calculated in clause 2. If nothing is inserted in clause 2 then the Date will be five (5) Business Days from the later of (i) the Contract Date; or (ii) the Latest Time for Financial Approval (if any).
- 9.4 "Major Structural Defects" means a fault or deviation from the intended structural performance of a building element and is a major defect to the building structure of sufficient magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility, or further deterioration of the building structure. Major Structural Defects does not include any non-structural element, e.g., roof plumbing and roof covering, general gas, water and sanitary plumbing, electrical wiring, partition walls, cabinetry, windows, doors, trims, fencing, minor structures, non-structural damp issues, ceiling linings, floor coverings, decorative finishes such as plastering, painting, tiling etc., general maintenance, or spalling of masonry, fretting of mortar or rusting of primary structural elements.
- 9.5 "Major Structural Defects Notice" means a Notice in writing from the Buyer to the Seller to provide the Seller with the opportunity to agree to rectify the Major Structural Defects that the Buyer requires to be rectified. Registered Builder
- 9.6 "Report" means the report performed in accordance with Appendix A of the Standard by a consultant. It is not a special purpose report, nor an all-encompassing report dealing with every aspect of the Property. The Report should only be a reasonable attempt to identify Major Structural Defects to the Building structure pursuant to Appendix "A of the Standard. The presence of defects will only be relevant in this Annexure when the defects are a Major Structural Defect.
- 9.7 "Standard" means Australian Standard AS 4349-2007 (as amended from time to time) Inspections of buildings Part 1: Pre-purchase Structural Inspection - Residential buildings).
- 9.8 "Work" means the work required to rectify the Major Structural Defects set out in the Major Structural Defects Notice.
- 9.9 Words not defined in this Annexure have the same meaning as defined in the Standard or the 2022 General Conditions.

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

## AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR TIMBER PESTS



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ONON10996,841



ANNEXURE B

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

#### 1/1A Skew Road, Bayswater WA 6053

The Buyer may at their expense obtain a non-invasive written Report on any Timber Pest Activity or Damage of the residential building and of the following described areas Located upon the Property ("**Building**"). If nothing is completed in the blank space then the Building will be the residential Building only.

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

The Buyer must serve a copy of the Report on the Seller, Seller Agent or Seller Representative by 4PM on: \*complete (a) or (b)

- 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 in writing to Eradicate and/or Repair within Five (5) Business Days from when the Timber Pest Notice was served on the Seller, Seller Agent or Seller Representative then
  - (a) At any time within a further Five (5) Business Days after (1) that period ending (if no notice is given by the seller); or (2) the date notice in writing is given by the Seller to the Buyer, the Buyer may give notice in writing to the Seller, Seller Agent or Seller Representative terminating the Contract and the Deposit and other monies paid will be repaid to the Buyer;
  - (b) if the Buyer does not terminate the Contract pursuant to this clause 8, then this Annexure ceases to apply and the Contract continues unaffected by this Annexure.
- 9. In this Annexure:
- 9.1 "Activity" means evidence of the presence of current Timber Pests.
- 9.2 "Builder" means a registered building service contractor (as defined in the *Building Services (Registration) Act 2011* WA) qualified to remedy the matters set out in the Major Structural Defects Notice.
- 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 2. If no date is inserted in clause 2 then the Date will be Five (5) Business Days from the later of: (i) the Contract Date; or (ii) the Latest Time for Finance Approval (if any).
- 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 2022 General Conditions.

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

WESTERN



TITLE NUMBER

Volume

Folio 618

2792

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.



#### LAND DESCRIPTION:

LOT 1 ON STRATA PLAN 63774 TOGETHER WITH A SHARE IN COMMON PROPERTY (IF ANY) AS SET OUT ON THE STRATA PLAN

#### **REGISTERED PROPRIETOR:**

(FIRST SCHEDULE)

BRADLEY JOHN FEODOROVS OF UNIT 1/1A SKEW ROAD, BAYSWATER

(TP L958098) REGISTERED 8/6/2012

#### LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS:

(SECOND SCHEDULE)

- INTERESTS NOTIFIED ON THE STRATA PLAN AND ANY AMENDMENTS TO LOTS OR COMMON PROPERTY NOTIFIED THEREON BY VIRTUE OF THE PROVISIONS OF THE STRATA TITLES ACT OF 1985 AS AMENDED.
- L958099 MORTGAGE TO BANK OF WESTERN AUSTRALIA LTD REGISTERED 8/6/2012. 2.

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: SP63774 PREVIOUS TITLE: 1288-167

PROPERTY STREET ADDRESS: UNIT 1 1A SKEW RD, BAYSWATER.

LOCAL GOVERNMENT AUTHORITY: CITY OF BAYSWATER



## **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 <u>before</u> the buyer signs a contract for the sale and purchase of a lot in a scheme. Failure to do so may give the buyer the right to avoid the contract and/or delay the proposed settlement date.

#### Information for the buyer

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

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

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

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

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

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



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

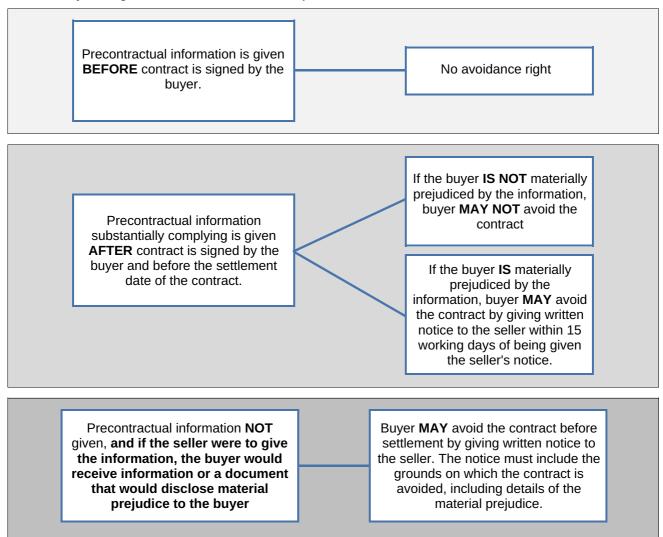
A buyer may consider seeking more information about the lot, the strata company and the strata / survey-strata scheme by asking the seller to provide it, or by making an application to the strata company for more information under section 107 of the Act.

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

Buyer's avoidance and other rights

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

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





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

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

Type 1 and Type 2 notifiable variations are as follows:

#### Type 1 Notifiable Variation

#### The area or size of the lot/proposed lot is reduced by 5% or more from the area or size notified to the buyer before the buyer entered into the contract.

- The proportion that the unit entitlement, or a reasonable estimate of the unit entitlement of the lot bears to the sum of the unit entitlements of all the lots is increased/decreased by 5% or more in comparison to that which was notified to the buyer before the buyer entered into the contract.
- Anything relating to a proposal for the termination of the strata titles scheme is served on the seller by the strata company.
- Any other event classified by the regulations as a type 1 notifiable variation.

#### **Type 2 Notifiable Variation**

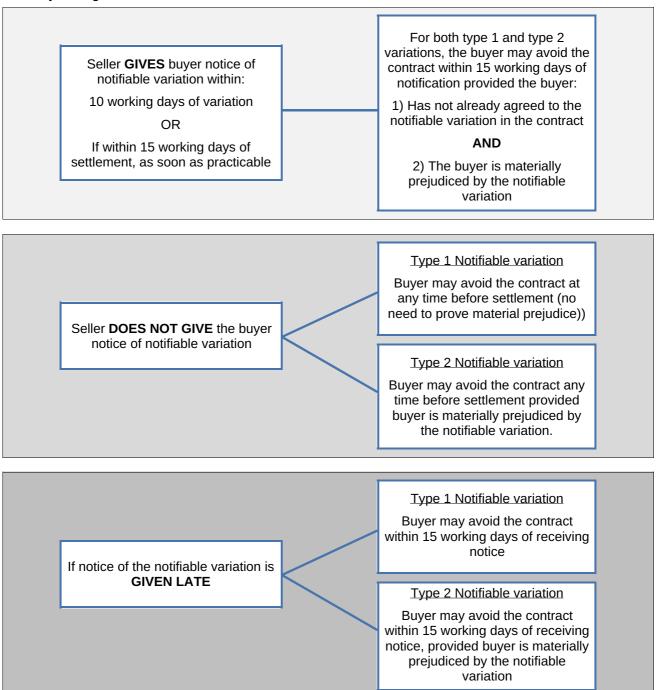
- The current/proposed scheme plan or amendment of the scheme plan for the scheme is modified in a way that affects the lot or the common property (that is not a type 1 notifiable variation).
- The current/proposed schedule of unit entitlements or amendment of the schedule of unit entitlements for the scheme is modified in a way that affects the lot (that is not a type 1 variation).
- The strata company or a scheme developer-
  - (i) enters into a contract for the provision of services or amenities to the strata company or to members of the strata company or a contract that is otherwise likely to affect the rights of the buyer; OR
  - (ii) varies an existing contract of that kind in a way that is likely to affect the rights of the buyer
- The current/proposed scheme by-laws are modified.
- A lease, licence, right or privilege over the common property in the strata titles scheme is granted or varied.
- Any other event classified by the regulations as a type 2 notifiable variation.

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

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



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



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

#### **Buyer's right to postpone settlement**

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



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

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



## **Precontractual Disclosure Statement to the Buyer**

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

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

Personal information

ine seller(s)					
Name Bradley John Feodoro	ovs				
Address 855 Coulston Road, E	•				
Telephone/mobile 0437 808 148	Email bradfeo23@gmail.com				
Name					
Address					
Telephone/mobile	Email				
Scheme Information	The term 'scheme' includes strata and survey-strata schemes				
Scheme Details					
Scheme name	1A Skew Road, Bayswater				
Name of the strata company	1A Skew Road, Bayswater				
Address for service of the strata company (taken from scheme notice)	1A Skew Road, Bayswater WA 6053				
Name of Strata Manager	SVN Strata PTY LTD				
Address of Strata Manager	Level 10, 12 St Georges Terrace, Perth WA 6000				
Telephone/Mobile	08 9427 7955				
Email	info@svnperth.com				
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 ofyearsmonths days commencing on	
registration of the scheme	
If there is a registered scheme notice, the expiry day for the leasehold scheme is	
For any attachments, please include the attachment number in the column titled 'Att.' on the right-hand side of this document.	Att.
Scheme Documents (must be attached)	
Schemes created on or after 1/5/2020 must provide a copy of the scheme notice. Schemes created before 1/5/2020 only have to provide a scheme notice if a change of scheme name or address was registered on or after 1 May 2020.	N/A
A copy of the scheme plan showing the exact location and definition of the lot	Att 1
A copy of the scheme by-laws	Att 3
A copy of the scheme by-laws made but not yet registered by the Registrar of Titles at Landgate	
Do the scheme by-laws include staged subdivision by-laws $lacktriangledown$ no $lacktriangledown$ yes	
If yes, they are included with this form	
If yes, they are not included but a notice concerning staged subdivision by-laws that are spent has been provided	
A copy of the schedule of unit entitlements showing the unit entitlement of the lot AND sum of unit entitlements of all the lots in the scheme	Att 2
If this is a leasehold lot, a copy of the strata lease for the lot	
Additional comments:	
Minutes (choose one option)	
✓ A copy of the minutes of the most recent annual general meeting and any subsequent extraordinary general meeting(s)	Att 4
A statement that the strata company does not keep minutes of its meetings*	
A statement of why the seller has been unable to obtain the minutes	
Additional comments:	
Statement of accounts (choose one option)	
$\checkmark$ The statement of accounts last prepared by the strata company	Att 5
☐ A statement that the strata company does not prepare a statement of accounts*	
A statement of why the seller has been unable to obtain a statement of accounts	
* Note that section 140(1) sets out that 2-lot schemes are not required to keep minutes or statements of account, and section 140(3) provides that 3, 4 and 5-lot schemes are allowed to have a by-law exempting them from these requirements. If this applies to the scheme, write that down in these fields.	
Additional comments:	



Termination proposa	al					
Has the seller receive in relation to any curre				_ no	yes	
If yes, attach a copy.						
Lot information (cho ✓ This lot is on a reg	1177					Att.
This lot has not ye	t been created					
This lot is a leaseh (being the expiry day Street address of the 1A Skew Road, Bay	of the scheme set of lot (if known)		eme notice)			
Lot <u>1</u> on scher	ne plan no. <u>6377</u> 4	<u>4</u>				
(The lot owner will also o	own a share in the co	mmon property	of the scheme)			
Voting right restricti						
Does the contract con meaning in regulation 2019? *				✓ no	yes	
If yes, describe the re	striction					
* A voting right restriction an enduring proxy or pov			buyer to grant			
Exclusive use by-lav	vs					
This lot is a 'special lo exclusive use of an ar			vs giving	✓ no	yes	
If yes, please give det	tails					
Strata levy/contribut	ions for the lot (c	hoose one op	otion)			
(Local government rates				-	ributions)	
✓ Contributions that			•			
If not determined,						
	Actual (\$)	<u>OR</u>	Estimated (\$) the proposed			
Administrative fund:	\$655.20					
Reserve fund:						
Other levy (attach details)						Att 6
✓ Actual 🗌 Estima	ated total contribution	on for the lot	\$ 655.20			
Payable 🗌 annually	bi-annually	quarterly	other:		_	
Due dates _\$655.20	on 1/10/25		on			
\$655.20	on 1/1/26		on			
Strata levy/contribut	ions/other dehts	owina				
If the seller has a deb		•	total amount o	nwina is	s N/A	
If the seller has a deb				•	\$ N/A	
				,	<del>-</del>	

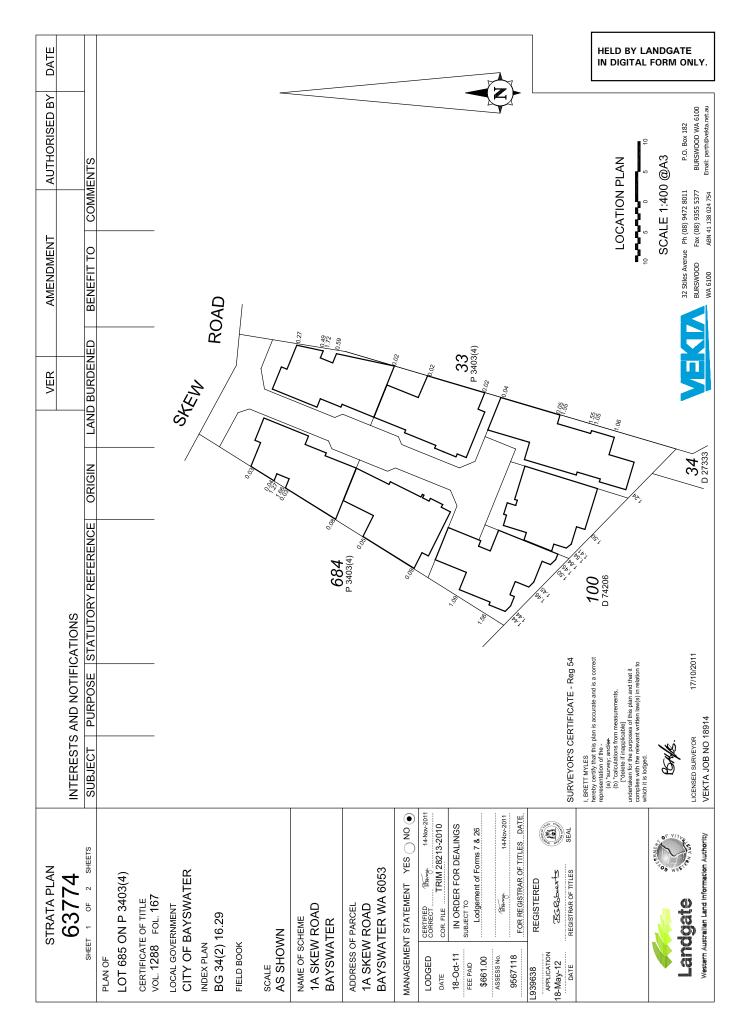


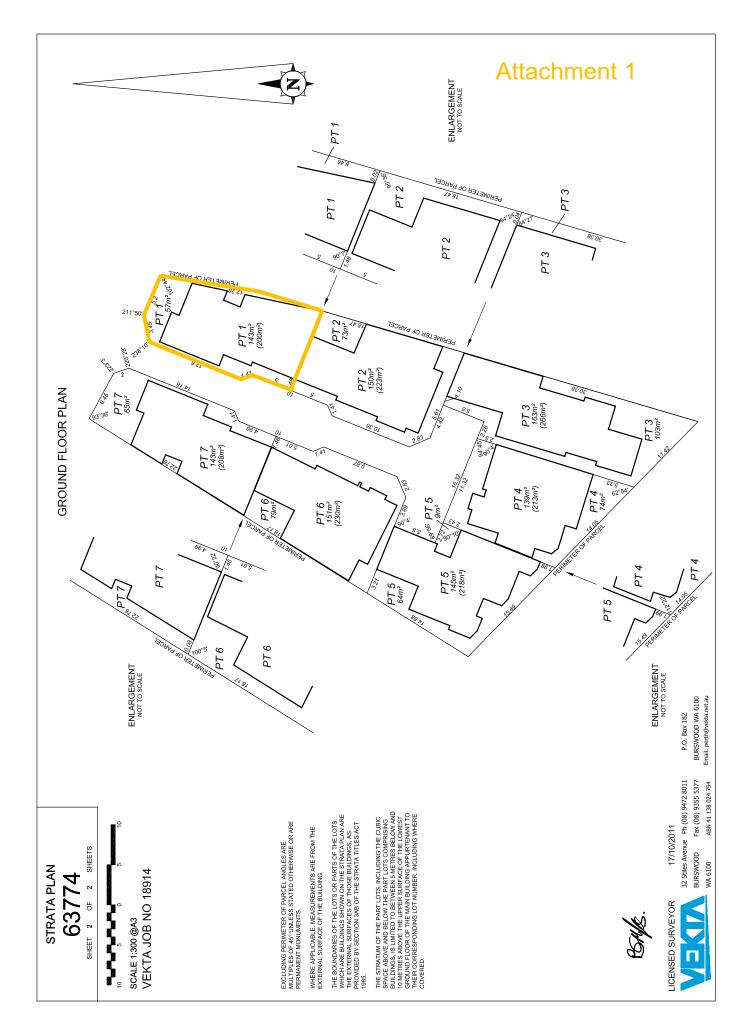
Details of who is owed, how the debt arose, date on which it arose and the amount outstanding is attached.	
Additional comments:	
Scheme developer specific information	
Information specific to the sale of a strata lot - only to be  concleted if the seller of the lot is a scheme developer  The scheme developer is defined as:  • The registered owner(s) of a lot(s) before it is subdivided by a strata titles scheme	t.
<ul> <li>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</li> </ul>	
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 dwns 50% or more of the lots	
<ul> <li>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</li> </ul>	
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 teveloper?	
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?	
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?	\



	in the contract. leas	nterest the scheme develope se or licence other than as a	er
If yes, attach details of any disclosed in accordance w	remuneration, othe ith s.79 of the Act, i	er benefit and/or pecuniary in ncluding its value.	nterest
Additional comments:			
Acknowledg	gement by s	eller and buyer	
form that is separate fro	nation about strata om the rest of the co	a titles schemes. This inforn	mation can be included in a
separate form, or withir	n the contract in a p		
Statement by the seller(s)  I / We¹, hereby certify to the buyer before the buyer signature  Signature  Name  Date  Docusigned by:  Be252010F2E4489  Bradley John  10/7/2025	hat Part A and Part signed the contract	B of the required precontra	ctual disclosures were given
Signature	<u> </u>	-	
Name		_	
Date			
precontractual disclosures bef	knowledge that core I / We¹s the disclosures giver though	I / we¹ received Part A assigned the contract of sale.	seller's representative are
Signature			
Name			
Date			
Signature			
Name			
Date			

<sup>1</sup> Select one.





#### FORM 3

		STRATA	PLAN No	o. 63774			
Schedule of Unit Entitlement		Office Use Only  Current Cs of Title		Schedule of Unit Entitlement		Office Use Only	
				Scriedule	or only Engliement	Current Cs of Title	
Lot No,	Unit Entitlement	Vol.	Fol.	Lot No,	Lot No, Unit Entitlement		Fol.
1	144	2792	- 618				
2	144	2792	- 619				
3	144	2792	- 620				
4	140	2792	- 621				
5	140	2792	- 622				
6	144	2792	- 623				
7	144	2792	- 624				
				Aggregate	1,000		

#### **DESCRIPTION OF PARCEL AND BUILDING**

SEVEN UNIT RESIDENTIAL COMPLEX COMPRISING OF SEVEN BRICK AND METAL SINGLE STOREY UNITS SITUATED ON LOT 685 P 3403 AND BEING THE WHOLE OF THE LAND COMPRISED IN CERTIFICATE OF TITLE VOL. 1288 FOL. 167 AND HAVING AN ADDRESS OF 1A SKEW ROAD BAYSWATER WA 6053.

## CERTIFICATE OF LICENSED VALUER STRATA

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

17-Oct-2011

Date

Digitally signed by Darren Starcevich AAPI Licensed Valuer No. 44415 Reason: I am the author of this document Date: 2011.10.17 07:40:17 +08'00'

Signed

#### FORM 5

Strata Titles Act 1985 Sections 5B(1), 8A, 22(1)

#### STRATA PLAN 63774

#### **DESCRIPTION OF PARCEL & BUILDING**

SEVEN UNIT RESIDENTIAL COMPLEX COMPRISING OF SEVEN BRICK AND METAL SINGLE STOREY UNITS
SITUATED ON LOT 685 P 3403 AND BEING THE WHOLE OF THE LAND COMPRISED IN CERTIFICATE OF TITLE VOL. 1288 FOL. 167 AND HAVING AN ADDRESS OF
1A SKEW ROAD BAYSWATER WA 6053

#### CERTIFICATE OF LICENSED SURVEYOR

I, Brett Myles, being a licensed surveyor registered under the LICENSED SURVEYORS
ACT 1909, certify that in respect of the strata plan which relates to the parcel and building
described above (in this certificate called ):-

described above (in this certificate called ):
(a) each lot that is not wholly within a building shown on the plan is within the external surface boundaries of the parcel; and either

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

(c) in a case where a part of a wall or building, or material attached to a wall or building, encroaches beyond the external surface boundaries of the parcel
(i) all lots shown on the plan are within the external boundaries of the parcel;

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

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

13/10/2011

Date

\*Delete if inapplicable

BHJE.

Licensed Surveyor

## FORM 7 Strata Titles Act 1985 Section 5B(2), 8A(f), 23(1)

STRATA PLAN 63774

#### DESCRIPTION OF PARCEL & BUILDING

SEVEN UNIT RESIDENTIAL COMPLEX COMPRISING OF SEVEN BRICK AND METAL SINGLE STOREY UNITS SITUATED ON LOT 685 P 3403 AND BEING THE WHOLE OF THE LAND COMPRISED IN CERTIFICATE OF TITLE VOL. 1288 FOL. 167 AND HAVING AN ADDRESS OF 1A SKEW ROAD BAYSWATER WA 6053

#### CERTIFICATE OF LOCAL GOVERNMENT

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

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

Date 3 MAY 2012

\*Delete if inapplicable

Chief Executive Officer

SECTION 23(5)
DELEGATED OFFICE

#### **FORM 26**

WAPC Ref. SD11-0130

#### STRATA PLAN NO 63774

Strata Titles Act 1985 Sections 25(1), 25(4)

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

It is hereby certified that the approval of the Western Australian Planning Commission has been granted pursuant to section 25(1) of the <i>Strata Titles Act 1985</i> to —						
*(i) the *Strata Plan/ <del>plan of re subdivision/plan of consolidation</del> submitted on						
*(ii) the sketch submitted on						
Property Description:	Lot (or Strata Plan) No. 685 ON PLAN 3403  Location  1A SKEW ROAD  Locality  BAYSWATER  Local Government  CITY OF BAYSWATER					
Lodged by: VEKTA Date: 9-May-12						

For Chairman, Western Australian Planning Commission

Date 9.5-12

(\*To be deleted as appropriate.)

REGISTRAR OF TITLES Signature of Registrar of Titles Signature of Registrar of Titles Time Time Registered Registered Number Number Nature Nature Signature of Registrar of Titles SCHEDULE OF ENCUMBRANCES ETC. SCHEDULE OF DEALINGS Registered **FORM 8** 63774 Dealings registered or recorded on Strata Plan ANNEXURE 'A' OF STRATA PLAN NO. Instrument Nature

Note: Entries may be affected by subsequent endorsements.

## Strata Plan 63774

Lot	Certificate of Title	Lot Status	Part Lot	
1	2792/618	Registered		
2	2792/619	Registered		
3	2792/620	Registered		
4	2792/621	Registered		
5	2792/622	Registered		
6	2792/623	Registered		
7	2792/624	Registered		

## Attachment 3







#### **STRATA TITLES ACT 1985**

#### **SCHEDULES**

SCHEDULE 1 & SCHEDULE 2 (s39)

#### Schedule 1 - Governance by-laws

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

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

#### 1. **Duties of owner**

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

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

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

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

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

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

#### 4. **Constitution of council**

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





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

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

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

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

- (1) The meeting must determine, in accordance with the requirements of by-law 4(3) the number of persons of whom the council is to consist.
- (2) The chairperson must call on those persons who are present at the meeting in person or by proxy and entitled to nominate candidates to nominate candidates for election to the council.
- (3) A nomination is ineffective unless supported by the consent of the nominee to the nomination, given
  - (a) in writing, and furnished to the chairperson at the meeting; or
  - (b) orally by a nominee who is present at the meeting in person or by proxy.





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

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

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

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





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

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

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

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

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

#### 8. Meetings of council

- (1) At meetings of the council, all matters must be determined by a simple majority vote.
- (2) The council may
  - (a) meet together for the conduct of business and adjourn and otherwise regulate its meetings as it thinks fit, but the council must meet when any member of the council gives to the other members not less than 7 days' notice of a meeting proposed by the member specifying in the notice the reason for calling the meeting; or
  - (b) employ or engage, on behalf of the strata company, any person as it thinks is necessary to provide any goods, amenity or service to the strata company; or (c) subject to any restriction imposed or direction given at a general meeting of the strata company, delegate to 1 or more of its members such of its powers and duties as it thinks fit, and at any time revoke the delegation.
- (3) A member of a council may appoint an owner of a lot, or an individual authorised under the *Strata Titles*Act 1985 section 136 by a corporation which is the owner of a lot, to act in the member's place as a member of the council at any meeting of the council.
- (4) An owner of a lot or individual may be appointed under sub-bylaw (3) whether or not that person is a member of the council.
- (5) If a person appointed under sub-bylaw (3) is a member of the council the person may, at any meeting of the council, separately vote in the person's capacity as a member and on behalf of the member in whose place the person has been appointed to act.

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

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

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

- the preparation and distribution of minutes of meetings of the strata company and the submission of a motion for confirmation of the minutes of any meeting of the strata company at the next such meeting;
   and
- (b) the giving on behalf of the strata company and of the council of the notices required to be given under the Act: and
- (c) the supply of information on behalf of the strata company in accordance with the *Strata Titles Act 1985* sections 108 and 109: and
- (d) the answering of communications addressed to the strata company; and
- (e) the calling of nominations of candidates for election as members of the council; and
- (f) subject to the Strata Titles Act 1985 sections 127, 128, 129, 200(2)(f) and
- (g) the convening of meetings of the strata company and of the council.

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





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

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

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

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

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

#### Schedule 2 - Conduct by-laws

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

#### 1. Vehicles and parking

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

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

#### 2. Use of common property

An owner or occupier of a lot must -

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

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

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

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

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

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

#### 4. Behaviour of owners and occupiers

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

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

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





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

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

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

#### 7. Drying of laundry items and signage

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

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

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

#### 8. Storage of inflammable liquids etc.

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

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

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

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

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

#### 10. Floor coverings

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

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

#### 11. Garbage disposal

An owner or occupier of a lot must -

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

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

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

An owner or occupier of a lot must not -

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

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





#### 13. Notice of alteration to lot

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

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

#### 14. Appearance of lot

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

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

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

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

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



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Email: hagen@hagen.com.au

Web: hagen.com.au

Licensee: Legend Nominees Pty. Ltd. A.C.N. 008 910 754 A.B.N 96 926 989 14

## MINUTES OF ANNUAL GENERAL MEETING Attachment 4

OWNERS of STRATA PLAN No. 63774 of 1A SKEW ROAD, BAYSWATER held Friday 20 September 2024 at Office of Hagen & Co Real Estate 2/254 Scarborough Beach Road DOUBLEVIEW WA at 6.30 pm

#### 1. **OPENING OF MEETING:**

Gail Courtis of Hagen & Co. opened the meeting at 6.38 pm

#### 2. APPOINTMENT OF CHAIRPERSON:

There being no other nominations, Gail Courtis of Hagen & Co. was appointed Chairperson.

#### 3. OWNERS PRESENT:

Unit 1	B Feodorova	Audio Link
Unit 2	C Jacobs	Audio Link
Unit 3	J Hoe	
Unit 4	T Barrell	Audio Link
Unit 5	E & P Wilson	
Unit 6	A Awcock	Audio Link
Unit 7	B Howell	

#### 4. OWNERS PRESENT BY PROXIES:

Name of Proxy

Unit 5 E & P Wilson E Wilson

**APOLOGIES:** Nil

In Attendance: Representing Managing Agent Gail & Benjamin Courtis Hagen & Co

5. It was noted that the quorum requirement was satisfied, as the number of owners present in person or by proxy was not less than 50% of the owners entitled to vote. Should a quorum not be reached within thirty minutes then those present represent a quorum and the meeting may proceed.

#### 6. ACCEPTANCE OF PREVIOUS GENERAL MEETING MINUTES:

The meeting agreed that the minutes of the Annual General Meeting held on 14 November 2023 be accepted as a true and correct record

Moved by: E Wilson (Unit 6) Seconded by: B Howell (Unit 7) Motion carried.

#### 7. CONSIDERATION OF BUSINESS ARISING FROM PREVIOUS AGM: -

**Gardening -** New contractor has been sourced and is tending both gardens and reticulation repairs.

- (a) Meeting agreed to include front of water corporation access gate with current complex lawnmowing
- (b) It was further agreed that dividing hedge previously suggested would not proceed due to possible safety issues at the front of the property.

**Reticulation-** Damage caused by tenants parking on retic boxes to be repaired and invoice cost to be charged to Unit 1 tenants.

Letterboxes - Lock and brickwork repaired

**E bikes/scooters** – As no correct charging stations are installed within the omplex and it was agreed it was not prudent for e-bikes or scooters to be charged at the complex.



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#### 8. APPOINTMENT OF STRATA MANAGER:

Hagen & Co. advised that a SVN Strata (Ms Toni Calcott) had been appointed as future strata manager due to Hagen & Co no longer undertaking strata management as of 01 October 2024. Management fees have been re-negotiated to remain the same for next three years.

*Moved by: J Hoe (Unit 3)* 

Seconded by: A Awcock (Unit 6)

Motion carried.

#### 9. RECEIPT OF FINANCIAL STATEMENT:

The Financial Statement for the period from 01 August 2023 to 31 July 2024 had previously been distributed with the Agenda. The meeting agreed to accept the Financial Statement as presented.

*Moved by: B Howell (Unit 7)* 

Seconded by: J Hoe (Unit 3)

Motion carried.

#### **10.** INSURANCE:

Details to the insurance requirements applicable to the strata scheme are referred to in Section 97 of the Act – Current insurance policy previously circulated with Notice of Meeting for consideration by the Strata Company.

The Strata Company resolves by ordinary resolution the following -

(i) Written valuation for replacement value has been received from Valuations WA and Hagen & Co had been instructed to renew policy at the suggested cover of \$2,900,000 with CHU Underwriting Agencies P/L as and when due; current insurance period is 01/07/2024 to 01/07/2025.

For 01/07/2025 to 01/07/2026 period details of proposal of inclusions to be assessed two months prior to renewal date by Council of Owners.

Meeting requested Strata Manager to investigate *if removal of sections 3, 4, 5 and 8; and its effect on both the premium and also the affect on the strata company.* As strata manager is not qualified to provide this advice; information received will be forwarded to the Council of Owners for decision.

The Insurer's Product Disclosure Statement and Financial Services Guide is available for all owners via the internet.

*Moved by: B Howell (Unit 7)* 

Seconded by: E Wilson (Unit 5)

Motion carried.

To ensure complete transparency, please note that Hagen & Co are an authorised agent for Honan Insurance Group Hagen & Co are only able to provide **General Advice only**, specific policy details need to be directed to the relevant nsurer/broker.

- (a) As your Strata Management company, we facilitate the insurance and receive a commission of up to 20% of the base premium. The commission does not vary between the insurance suppliers and therefore does not influence the options presented to you. We do not seek to retain any other rebates, discounts, incentives, or commissions which may influence our relationship with one or more suppliers. Where a supplier offers a discount, this is passed on to the client concerned." The commission we receive covers the claim administration and renewal associated costs."
- (b) Hagen & Co advise that should the Strata Company Insurance not be placed directly through Honan Insurance Group or other Brokers then they reserve the right to charge all insurance claims lodged at the Strata Manager hourly rate per claim. This fee is to cover the cost of time spent lodging the claim and to organise access, quotes, repairs, and maintenance.



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#### 11. PROPOSED BUDGET/STRATA LEVIES FOR THE YEAR ENDING 31 July 2025:

Meeting agreed to accept the proposed budget and strata levies for the year ending 31 July 2025 which had been distributed to all owners with Notice of Meeting.

The meeting further agreed to increase the Strata Levies by \$50 per quarter per lot effective as of 01 January 2025 and it was noted that any insurance adjustments may make a difference to annual expenses in the future.

It was noted that Unit 3 owner J Hoe agrees to; however disagrees with the \$50 increase.

Moved by: E Wilson (Unit 5) Seconded by: C Jacobs (Unit 2) Motion carried.

#### 12. NOMINATION OF COUNCIL OF OWNERS:

Chairperson reported that nominations for election to the Council of Owners have been received from the following and were duly elected. Under the Strata Titles Act there must be not less than 3 and not more than 7 on the Council of Owners

Unit 1 Bradley Feodorov

Unit 2 C Jacobs

Unit 3 Jeremy Hoe

Unit 4 T Barrell

Unit 5 E & P Wilson

Unit 6 A Awcock

Unit 7 B Howell

#### 13. GENERAL BUSINESS:

- (i) Upgrading of internet connection NBN The meeting agreed for the Strata Manager to obtain an NBN quote to obtain fibre from node to the premises. Should the cost be \$200 per unit or less the Strata company will issue an immediate \$200 special levy to each owner and proceed with the fibre from node installation.
- (ii) Car parking Common driveway and visitor parking bays
  It was noted that the carers for Unit 2 occupant need to park in the garage and not park in driveway. On shift changeover cars not to be left with engine running late at night. PM for Unit 2 will contact tenants.

Meeting agreed for the owner of unit 6 to park his car outside his garage in the meantime or in the parking area

Unit 1 owner was advised that tenants have several vehicles and were randomly parking in unauthorised positions in visitor carbay and also have caused damage to reticulation boxes Refer 7. *Above* 

(iii) The meeting agreed to obtain two quotes for pest inspections for the complex Strata Manager and Unit 4 owner to each obtain a quote from contractors and then proceed with whichever is the better option.

Moved by: E Wilson (Unit 5) Seconded by: B Howell (Unit 7) Motion carried.



Licensed Real Estate Agents, Auctioneers Residential, Commercial & Strata Property Managers

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j:
j

	There being no further business, the meeting was declared clo	sed at 8.30 pm
	Signed as a true and correct record	
(	Chairman	Date



## Attachment 5

SVN Strata Pty Ltd Level 10, 12 St Georges Tce Perth WA 6000 ABN. 94 127 369 064 T: 08 9427 7955

## **INTERIM REPORTS**

## for the financial year to 30/06/2025

## Strata Scheme 63774 1A Skew Road, BAYSWATER WA 6053

Manager: Toni Calcutt

	Page
Cash Management	1
Balance Sheet	4
Income & Expenditure Statement	5



# Cash Management for the financial year-to-date 01/08/2024 to 30/06/2025

SVN Strata Pty Ltd Level 10, 12 St Georges Tce Perth WA 6000 ABN. 94 127 369 064 T: 08 9427 7955

Owners of Strata Scheme 63774

1A Skew Road, BAYSWATER WA 6053

Levy	Levy income								
Administrative Fund  Unpaid Cu									
Lot	Owner	Levies due	Levies paid	Interest paid	Total paid	Discount	at 30/06/2025	at 25/07/2025	
1	<b>Bradley FEODOROVS</b>	1,209.60	1,209.60	0.00	1,209.60	0.00	NIL	NIL	
2	Christopher John Huxable JACOBS	1,764.00	1,764.00	13.37	1,777.37	0.00	NIL	604.80	
3	Jeremy & Nam HOE	1,209.60	1,209.60	0.00	1,209.60	0.00	NIL	NIL	
4	Terry John BARRELL	1,715.00	1,715.00	15.95	1,730.95	0.00	NIL	NIL	
5	Ellen & Paul WILSON	1,176.00	1,176.00	0.00	1,176.00	0.00	NIL	NIL	
6	Adrian AWCOCK	1,209.60	1,209.60	5.65	1,215.25	0.00	NIL	604.80	
7	Barry HOWELL	1,209.60	1,209.60	0.00	1,209.60	0.00	NIL	604.80	
		9,493.40	9,493.40	34.97	9,528.37	0.00			

Rese	rve Fund						Unpaid	Current balance
Lot	Owner	Levies due	Levies paid	Interest paid	Total paid	Discount	at 30/06/2025	at 25/07/2025
1	Bradley FEODOROVS	100.80	100.80	0.00	100.80	0.00	NIL	NIL
2	Christopher John Huxable JACOBS	151.20	151.20	1.22	152.42	0.00	NIL	50.40
3	Jeremy & Nam HOE	100.80	100.80	0.00	100.80	0.00	NIL	NIL
4	Terry John BARRELL	147.00	147.00	1.33	148.33	0.00	NIL	NIL
5	Ellen & Paul WILSON	98.00	98.00	0.00	98.00	0.00	NIL	NIL
6	Adrian AWCOCK	100.80	100.80	0.47	101.27	0.00	NIL	50.40
7	Barry HOWELL	100.80	100.80	0.00	100.80	0.00	NIL	50.40
		799.40	799.40	3.02	802.42	0.00		

#### Other income

Date	Reference	Details	Admin	Reserve
01/10/2024	Receipt: 83476	Opening balance		9,923.67
01/10/2024	Journal: 22635	Opening balance cash at bank adjustment		3,428.13
25/11/2024	Journal: 22712	Trans Res to Admin: Payment of invoices	7,000.00	
16/04/2025	Receipt: 96294	Lot 4: Lot 4: Debt recovery Stage 1	44.00	
-			7 044 00	13 351 80

#### **Payments**

Date	Reference	Details	Admin	Reserve	Unallocated
01/10/2024	Journal: 22636	Opening balance cash at bank adjustment	3,428.13		
08/11/2024	EFT: 021096	Greg Cheah: Gardening Works and Retic	700.00		
25/11/2024	Journal: 22711	Trans Res to Admin: Payment of invoices		7,000.00	
27/11/2024	EFT: 021571	Four Seasons Property Maintenance: Lawn & Garden Maintenance	700.00		
29/11/2024	EFT: 021688	SVN Strata Pty Ltd: Offsite Archiving Fee October 2024	5.50		
29/11/2024	EFT: 021688	SVN Strata Pty Ltd: Standard Management Fee October 2024	245.00		
29/11/2024	EFT: 021688	SVN Strata Pty Ltd: Accounting/Computer/Website Client Portal Fee Nove	231.00		
29/11/2024	EFT: 021688	SVN Strata Pty Ltd: Offsite Archiving Fee November 2024	5.50		
29/11/2024	EFT: 021688	SVN Strata Pty Ltd: Standard Management Fee November 2024	245.00		
06/12/2024	BPAY: 14421	Water Corporation: Water Usage 01/10/2024 - 27/11/2024	296.18		
31/12/2024	EFT: 022257	SVN Strata Pty Ltd: Offsite Archiving Fee December 2024	5.50		

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Owners of Strata Scheme 63774 1A Skew Road, BAYSWATER WA 6053						
31/12/2024	EFT: 022257	SVN Strata Pty Ltd: Standard Management Fee December 2024	245.00			
10/01/2025	EFT: 022339	Ian Lawrence Hustler: Lawn mowing 17/09/2024	60.00			
10/01/2025	EFT: 022339	Ian Lawrence Hustler: Lawn mowing 16/10/2024	180.00			
10/01/2025	EFT: 022339	Ian Lawrence Hustler: Lawn mowing 16/08/2024	60.00			
31/01/2025	EFT: 022831	SVN Strata Pty Ltd: Additional Services - Records and Correspondence J	110.00			
31/01/2025	EFT: 022831	SVN Strata Pty Ltd: Offsite Archiving Fee January 2025	5.50			
31/01/2025	EFT: 022831	SVN Strata Pty Ltd: Standard Management Fee January 2025	245.00			
07/02/2025	BPAY: 15130	Water Corporation: Water Usage 27/11/2024 - 29/01/2025	225.51			
28/02/2025	EFT: 023718	SVN Strata Pty Ltd: Debt Collection February 2025	44.00			
28/02/2025	EFT: 023718	SVN Strata Pty Ltd: Offsite Archiving Fee February 2025	5.50			
28/02/2025	EFT: 023718	SVN Strata Pty Ltd: Standard Management Fee February 2025	245.00			
14/03/2025	EFT: 023966	Ian Lawrence Hustler: Lawn mowing 17/02/2025	80.00			
14/03/2025	EFT: 023966	Ian Lawrence Hustler: Lawn mowing 16/01/2025	105.00			
31/03/2025	EFT: 024329	SVN Strata Pty Ltd: Accounting/Computer/Website Client Portal Fee Marc	60.63			
31/03/2025	EFT: 024329	SVN Strata Pty Ltd: Offsite Archiving Fee March 2025	5.50			
31/03/2025	EFT: 024329	SVN Strata Pty Ltd: Standard Management Fee March 2025	245.00			
11/04/2025	BPAY: 15923	Water Corporation: Water Usage 29/01/2025 - 28/03/2025	202.56			
30/04/2025	EFT: 024898	SVN Strata Pty Ltd: Offsite Archiving Fee April 2025	5.50			
30/04/2025	EFT: 024898	SVN Strata Pty Ltd: Standard Management Fee April 2025	245.00			
23/05/2025	EFT: 025460	Ian Lawrence Hustler: Lawn mowing 16/04/2025	80.00			
23/05/2025	EFT: 025460	Ian Lawrence Hustler: Lawn mowing 16/03/2025	120.00			
23/05/2025	EFT: 025460	Ian Lawrence Hustler: Lawn mowing May 2025	170.00			
30/05/2025	EFT: 025542	SVN Strata Pty Ltd: Offsite Archiving Fee May 2025	5.50			
30/05/2025	EFT: 025542	SVN Strata Pty Ltd: Standard Management Fee May 2025	245.00			
13/06/2025	BPAY: 16749	Water Corporation: Water Usage 28/03/2025 - 28/05/2025	261.24			
30/06/2025	EFT: 026372	SVN Strata Pty Ltd: Additional Services - Records and Correspondence J	220.00			
30/06/2025	EFT: 026372	SVN Strata Pty Ltd: Offsite Archiving Fee June 2025	5.50			
30/06/2025	EFT: 026372	SVN Strata Pty Ltd: Standard Management Fee June 2025	245.00			
			9,588.75	7,000.00	0.00	

#### **Financial Summary**

Receipts				
Account	Admin	Reserve	Unallocated	Total
Levy Income	9,493.40	799.40		10,292.80
Interest on Arrears	34.97	3.02		37.99
AdminLegal & Debt Collection Fees	44.00			44.00
Owners EquityReserve		13,351.80		13,351.80
Transfer from Sinking Fund	7,000.00			7,000.00
Total receipts for the period	16,572.37	14,154.22	0.00	30,726.59
Payments				
Account	Admin	Reserve	Unallocated	Total
AdminAdmin Expenses	341.13			341.13
AdminLegal & Debt Collection Fees	44.00			44.00
AdminManagement FeesStandard	2,205.00			2,205.00
AdminOther ExpensesAdmin	330.00			330.00
AdminTransfer to Admin Fund		7,000.00		7,000.00
Maint GroundsLawns & Gardening	2,255.00			2,255.00
Owners EquityAdmin	3,428.13			3,428.13
UtilityWater Usage	985.49			985.49

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Owners of Strata Scheme 63774		63774 1A Skew Road	1A Skew Road, BAYSWATER WA 6053		
Total payme	nts for the period	9,588.75	7,000.00	0.00	16,588.75
Nett cash mo	ovement for the period	6,983.62	7,154.22	0.00	14,137.84
Outstanding	g creditor balances				
Date	Reference	Details		Admin	Reserve
27/11/2024	Invoice: 2086251308	Synergy: Electricity Usage 26/09/2024 - 22/11/2024		66.30	
27/11/2024	Invoice: 2086251308	Synergy: Synergy Credit		-229.87	
16/04/2025	Invoice: 2066377890	Synergy: Synergy Credit		-277.73	
16/04/2025	Invoice: 2066377890	Synergy: Electricity Usage 25/01/2025 - 01/04/2025		76.80	
				-364.50	0.00
	estment balances	st Account at Macquarie Bank Ltd			
ouon noiu in	ovir oliulu i ty ziu i iu	Admin	Reserve	Unallocated	Total
Opening balar	nce	0.00	0.00	0.00	0.00
Net cashflow		6,983.62	7,154.22	0.00	14,137.84
Closing balan	ce	6,983.62	7,154.22	0.00	14,137.84
Total bank & i	investments	6,983.62	7,154.22	0.00	14,137.84

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## Balance Sheet As at 30/06/2025

SVN Strata Pty Ltd Level 10, 12 St Georges Tce Perth WA 6000 ABN. 94 127 369 064 T: 08 9427 7955

Owners of Strata Scheme 63774	1A Skew Road, BAYSWATER WA 6053	
	Current period	
Proprietors' funds		
Administrative Fund		
Owners EquityAdmin	(3,217.16)	
Operating Surplus/DeficitAdmin	10,565.28	
	7,348.12	
Reserve Fund		
Owners EquityReserve	13,200.60	
Operating Surplus/DeficitReserve	(6,046.38)	
	7,154.22	
Net proprietors' funds	\$14,502.34	
Represented by:		
Assets		
Administrative Fund		
Cash at BankAdmin	6,983.62	
	6,983.62	
Reserve Fund		
Cash at BankReserve	7,154.22	
	7,154.22	
Total assets	14,137.84	
Less liabilities		
Administrative Fund		
CreditorsOtherAdmin	(364.50)	
	(364.50)	
Reserve Fund	,	
	0.00	
Total liabilities	(364.50)	
Net assets	\$14,502.34	

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# Income & Expenditure Statement for the financial year-to-date 01/08/2024 to 30/06/2025

SVN Strata Pty Ltd Level 10, 12 St Georges Tce Perth WA 6000 ABN. 94 127 369 064 T: 08 9427 7955

Owners of Strata Scheme 63774

1A Skew Road, BAYSWATER WA 6053

Administrative Fund							
		Current period 01/08/2024-30/06/2025 0	Annual budget 1/08/2024-31/07/2025	Previous year 01/08/2023-30/06/2024			
Revenue							
142500	Interest on ArrearsAdmin	34.97	0.00	0.00			
143000	Levies DueAdmin	11,156.60	15,400.00	0.00			
149000	Transfer from Sinking Fund	7,000.00	0.00	0.00			
To	otal revenue	18,191.57	15,400.00	0.00			
Less exp	enses						
154401	AdminAdmin Expenses	341.13	0.00	0.00			
154000	AdminManagement FeesStandard	2,695.00	2,940.00	0.00			
154200	AdminMeeting Fee	275.00	275.00	0.00			
154400	AdminOther ExpensesAdmin	330.00	0.00	0.00			
159100	InsurancePremiums	0.00	9,000.00	0.00			
167200	Maint BldgGeneral Repairs	957.00	1,500.00	0.00			
178400	Maint GroundsLawns & Gardening	2,315.00	1,500.00	0.00			
190200	UtilityElectricity	(364.50)	50.00	0.00			
191200	UtilityWater Usage	1,077.66	930.00	0.00			
To	otal expenses	7,626.29	16,195.00	0.00			
Surplus/E	Deficit	10,565.28	(795.00)	0.00			
0	pening balance	(3,217.16)	(3,217.16)	(3,217.16)			
Closing b	palance	\$7,348.12	-\$4,012.16	-\$3,217.16			

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	Reserve Fund					
		Current period	Annual budget	Previous year		
		01/08/2024-30/06/2025 0	1/08/2024-31/07/2025	01/08/2023-30/06/2024		
Revenue						
242500	Interest on ArrearsReserve	3.02	0.00	0.00		
243000	Levies DueReserve	950.60	0.00	0.00		
243004	Levies DueReserve - Balcony	0.00	1,400.00	0.00		
Total revenue		953.62	1,400.00	0.00		
Less expe	enses					
257400	AdminTransfer to Admin Fund	7,000.00	0.00	0.00		
To	otal expenses	7,000.00	0.00	0.00		
Surplus/Deficit		(6,046.38)	1,400.00	0.00		
O <sub>l</sub>	pening balance	13,200.60	13,200.60	13,200.60		
Closing b	alance	\$7,154.22	\$14,600.60	\$13,200.60		

25/07/2025 9:20 Toni Calcutt SVN Strata Page 6

#### Attachment 6



#### REMINDER NOTICE

SVN Strata Pty Ltd Level 10, 12 St Georges Tce Perth WA 6000 ABN. 94 127 369 064 T: 08 9427 7955

Issued 17/07/2025 on behalf of the proprietors of: Owners of Strata Scheme 63774

1A Skew Road BAYSWATER WA 6053

B Feodorovs 1A Skew Road, Bayswater 1/1A Skew Road BAYSWATER WA 6053

for Lot 1 Unit 1 Bradley FEODOROVS

Due Date	Details	Amount due	Amount paid	Interest accrued*	Interest paid	Amount outstanding
01/01/2025	Quarterly Admin/Reserve Levy 01/01/2025 -	655.20	655.20	0.00	0.00	0.00
01/04/2025	Quarterly Admin/Reserve Levy 01/04/2025 -	655.20	655.20	0.00	0.00	0.00
01/07/2025	Quarterly Admin/Reserve Levy 01/07/2025 -	655.20	0.00	0.00	0.00	655.20
* Interest cald	culated to 17/07/2025	\$1,965.60	\$1,310.40	\$0.00	\$0.00	\$655.20

Total amount outstanding \$655.20



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

B Feodorovs

Strata Scheme 63774 Lot 1

Unit 1



Biller code 96503



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

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



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

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

**SVN Strata** 

#### **DEFT Reference Number**

30451357592819

**Amount Due** 

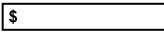
\$655.20

Due Date

17/07/2025

**Amount Paid** 







## Residential Strata Insurance Certificate of Currency

Policy Number: HRS11177425 UMR: B200800000STR2024



Certificate Date 01 July, 2025

Insurer Issued by Hutch Underwriting Pty Ltd on behalf of

certain underwriters at Lloyd's

Period of Cover 4:00pm Local Time 1/07/2025 to 4:00pm Local Time

1/07/2026

**Insured** The Owners of SP 63774

Interested Parties None

Situation 1A Skew Road, BAYSWATER, WA, 6053

Cover

Section 1 Insured Property Selected

Building Sum Insured \$3,045,000

Common Area Contents \$30,450

Temporary Accommodation Costs and Loss of Rent \$456,750

Flood Selected

Additional Catastrophe Cover Not Selected

Unit Owners' Fixtures and Improvements Selected

Unit Owners' Fixtures and Improvements \$304,500

Section 2 Property Owner's Legal Liability Selected

Limit of Liability \$30,000,000

Section 3 Voluntary Workers Selected

Death \$200,000

Total Disablement (per week) \$2,000

Section 4 Fidelity Guarantee Selected

Sum Insured \$100,000

Section 5 Office Bearers Legal Liability Selected

Limit of Liability \$500,000

Section 6 Machinery Breakdown Not Selected

Section 7 Government Audit and Related Covers Selected

Part A: Government Audit Expenses \$25,000

Part B: Health & Safety Legal Expenses \$100,000

Part C: Legal Expenses \$50,000

The Clear Way to Better Cover
W: hutchunderwriting.com.au T: 1 300 256 056
Hutch Underwriting Pty Ltd ABN 846 552 56 134, L8, 17 Bridge Street, Sydney, NSW, 2000.
Hutch is an Authorised Representative (number 001296345) of CoverRadar Group Pty Ltd, ABN 146 412 25 809, AFS Licence number 523647, of L8, 17 Bridge Street, Sydney, NSW, 2000

## Residential Strata Insurance Certificate of Currency

Policy Number: HRS11177425 UMR: B200800000STR2024



#### **Section 8 Cyber**

Cyber Coverage Sum Insured

\$10,000

**Policy Wording** 

Hutch Residential Strata version HRS8

#### **Imposed Conditions**

None

This Policy has been issued by Hutch Underwriting Pty Ltd ABN 846 552 56 134, of L8, 17 Bridge Street, Sydney, NSW, 2000, Authorised Representative number 001296345 on behalf of certain underwriters at Lloyds and confirms that on the Date of Issue a policy existing for the Period of Insurance and sums insured shown herein.

Hutch is an authorised representative of CoverRadar Group Pty Ltd ABN 146 412 25 809 AFS Licence number 523647 of L8, 17 Bridge Street, Sydney, NSW, 2000.

The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this certificate without further notice to the holder of this certificate.

It is issued as a matter of information only and does not confer any rights on the holder or any noted interested parties. This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.