

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



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

TO:   
 Address   
 Suburb  State  Postcode

As Agent for the Seller / ~~Buyer~~

**THE BUYER**

**Name**   
**Address**   
 Suburb  State  Postcode   
**Name**   
**Address**   
 Suburb  State  Postcode

EMAIL: The Buyer consents to Notices being served at:

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

Sole owner  Joint Tenants  Tenants in Common specify the undivided shares

**SCHEDULE**

The **Property** at:  
 Address   
 Suburb  State  Postcode   
 Lot  ~~Deposited/Survey/~~ Strata/~~Diagram/~~ Plan  Whole / ~~Part~~ Vol  Folio

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

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

**Purchase Price**   
**Settlement Date**   
**Property Chattels** including

**GST WITHHOLDING**

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

**FINANCE CLAUSE IS APPLICABLE**

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

**FINANCE CLAUSE IS NOT APPLICABLE**

Signature of the Buyer if Finance Clause IS NOT applicable

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

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## CONDITIONS

### 1. SUBJECT TO FINANCE

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

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

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

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

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

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

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

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

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

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

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

#### 1.4 Finance Approval: Approval Notice Given

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

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

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

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

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

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

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

#### 1.7 Right To Terminate

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

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

#### 1.8 Waiver

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

#### 1.9 Definitions

In this Clause:

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

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

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

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

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

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

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

**Latest Time** means:

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

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

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

**Non Approval Notice** means:

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

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

## SPECIAL CONDITIONS

1. The Buyer is aware that they will be required, prior to settlement, to complete and lodge a Foreign Transfer Duty Declaration which may result in the payment by them of Foreign Transfer Duty which is not included in the purchase price. The buyer acknowledges they have made all necessary enquiries to satisfy themselves about their responsibilities regarding Foreign Transfer Duty.

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

## SPECIAL CONDITIONS - Continued

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

Signature 	Date	Signature	Date
Signature 	Date	Signature	Date

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

<b>Name</b>	Diksha Karwasra as Executor for the Estate of Sunil Kumar Karwasra		
<b>Address</b>	15 Cotter Loop		
<b>Suburb</b>	Success	<b>State</b>	WA
		<b>Postcode</b>	6164
<b>Name</b>			
<b>Address</b>			
<b>Suburb</b>		<b>State</b>	
		<b>Postcode</b>	

EMAIL: The Seller consents to Notices being served at:

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

Signature	Date	Signature	Date
Signature	Date	Signature	Date

#### RECEIPT OF DOCUMENTS

The Buyer acknowledges receipt of the following documents:

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

5. Annexure of Changes to General Conditions (form 198)

Signature 	Signature 
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#### RECEIPT OF DOCUMENTS


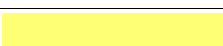
The Seller acknowledges receipt of the following documents:

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

Signature	Signature
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### CONVEYANCER (Legal Practitioner/Settlement Agent)

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

	BUYER'S REPRESENTATIVE	SELLER'S REPRESENTATIVE
<b>Name</b>	<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>
<b>Signature</b>		<input style="width: 90%;" type="text"/>
		<input style="width: 90%;" type="text"/>

#### COPYRIGHT

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04/22

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

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

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

**Buyer**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

**Seller**

Signature \_\_\_\_\_

Name Diksha Karwasra as Executor for the Estate of Sunil Kumar Karwasra

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

# AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR MAJOR STRUCTURAL DEFECTS



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## ANNEXURE A

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

42/193 Hay Street, East Perth WA 6004

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

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

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

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

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

**BUYER SIGNATURE**

**BUYER SIGNATURE**

**SELLER SIGNATURE**

**SELLER SIGNATURE**

**BUYER SIGNATURE**

**BUYER SIGNATURE**

**SELLER SIGNATURE**

**SELLER SIGNATURE**

# AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR TIMBER PESTS



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## ANNEXURE B

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

42/193 Hay Street, East Perth WA 6004

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

4PM on *\*complete one*

/  /  OR

("Date")

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

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

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

**BUYER SIGNATURE**

**BUYER SIGNATURE**

**SELLER SIGNATURE**

**SELLER SIGNATURE**

**BUYER SIGNATURE**

**BUYER SIGNATURE**

**SELLER SIGNATURE**

**SELLER SIGNATURE**

# Precontractual Disclosure Statement to the Buyer

## Part A | General Information about strata titles schemes

### What you need to know

This information applies to a lot in a strata scheme or survey-strata scheme (scheme), which is subject to the *Strata Titles Act 1985* (the Act). Section 156 of the Act sets out that the seller of a strata lot or survey-strata lot (lot) must give the buyer certain information before the buyer signs the contract of sale.

### Instruction for the seller

**The seller must give the information incorporated in this document to a buyer before the buyer signs a contract for the sale and purchase of a lot in a scheme.** Failure to do so may give the buyer the right to avoid the contract and/or delay the proposed settlement date.

### Information for the buyer

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

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

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

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

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

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

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

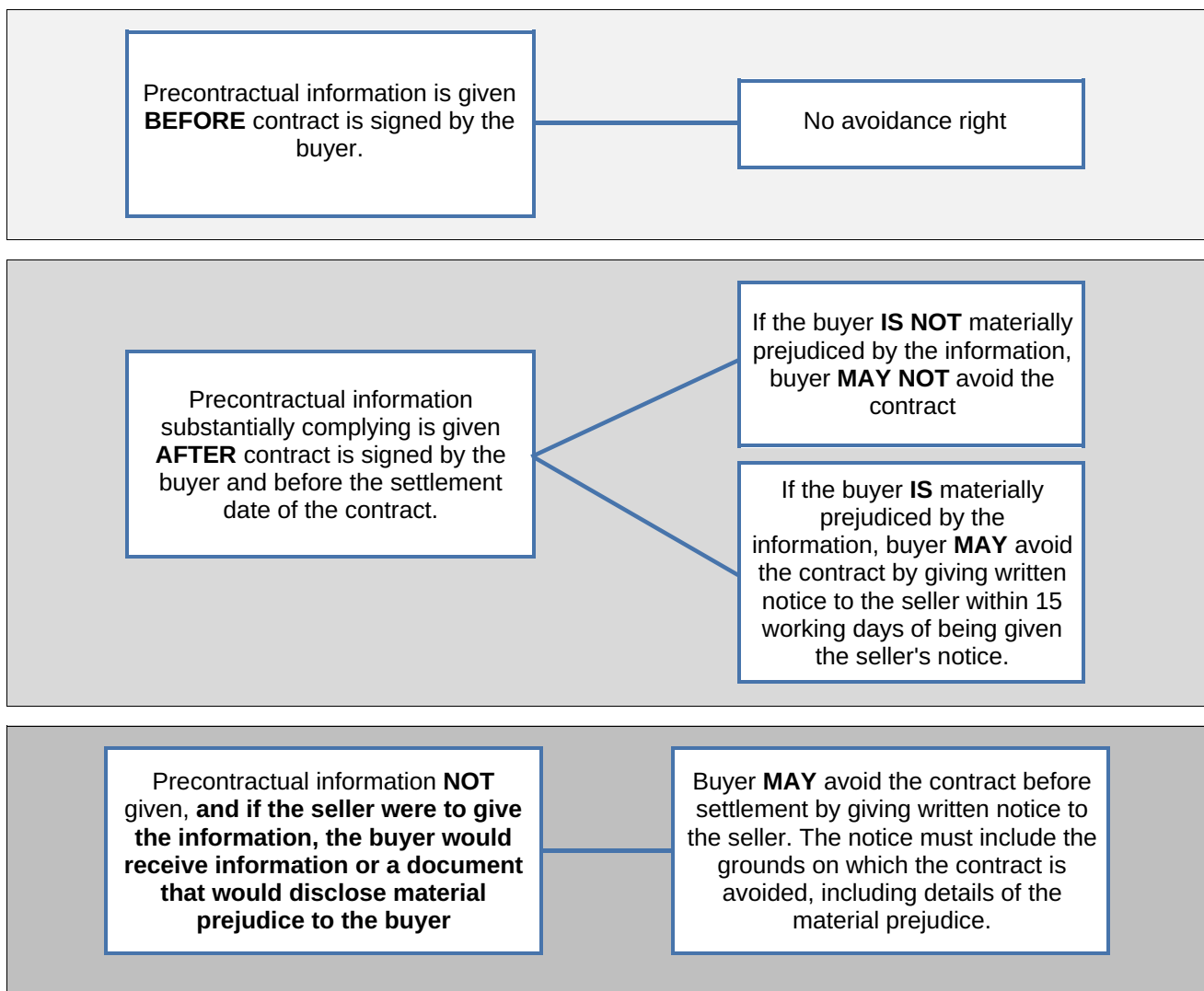
A buyer may consider seeking more information about the lot, the strata company and the strata / survey-strata scheme by asking the seller to provide it, or by making an application to the strata company for more information under section 107 of the Act.

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

### Buyer's avoidance and other rights

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

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





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

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

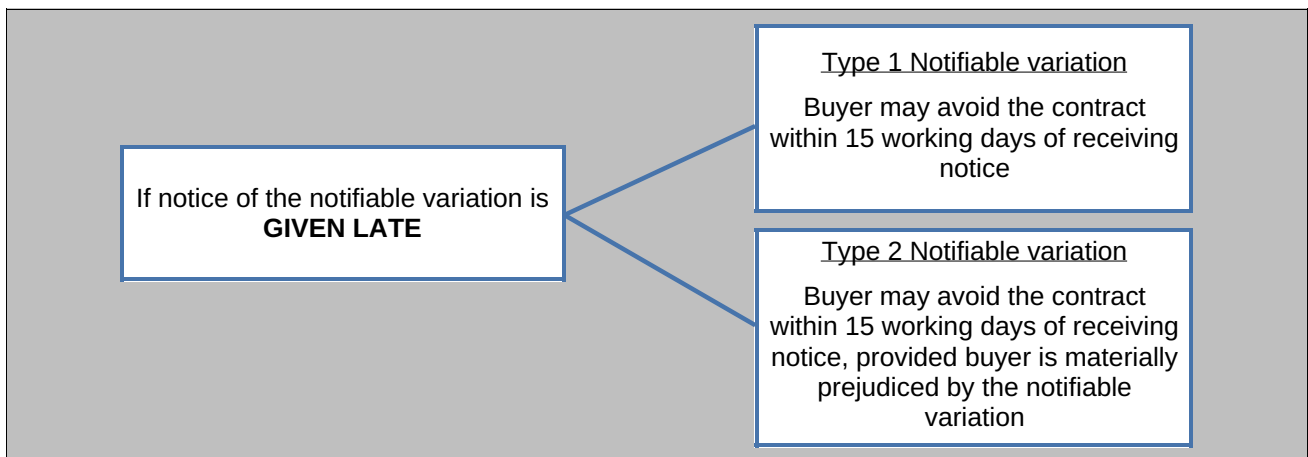
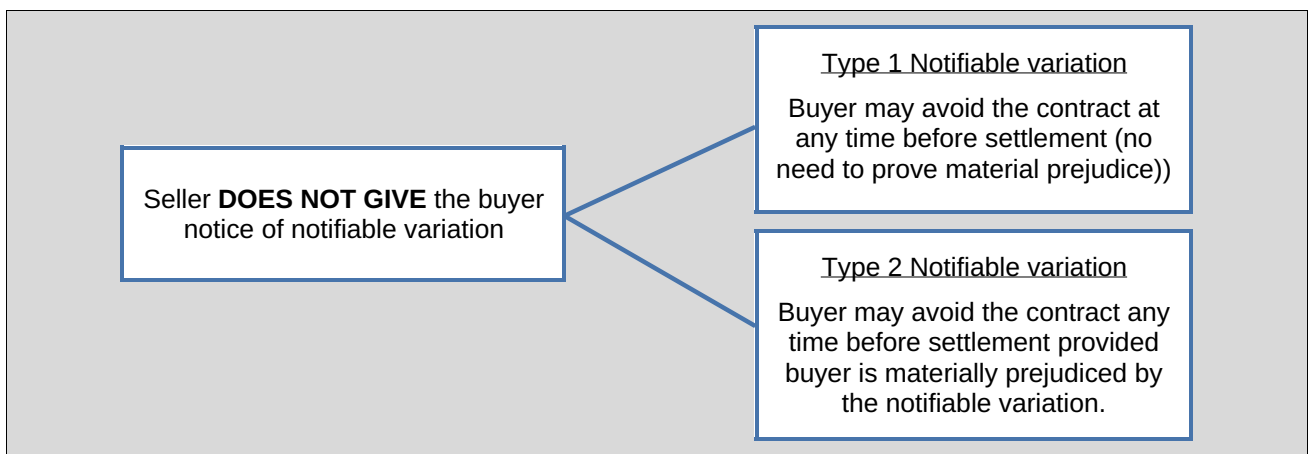
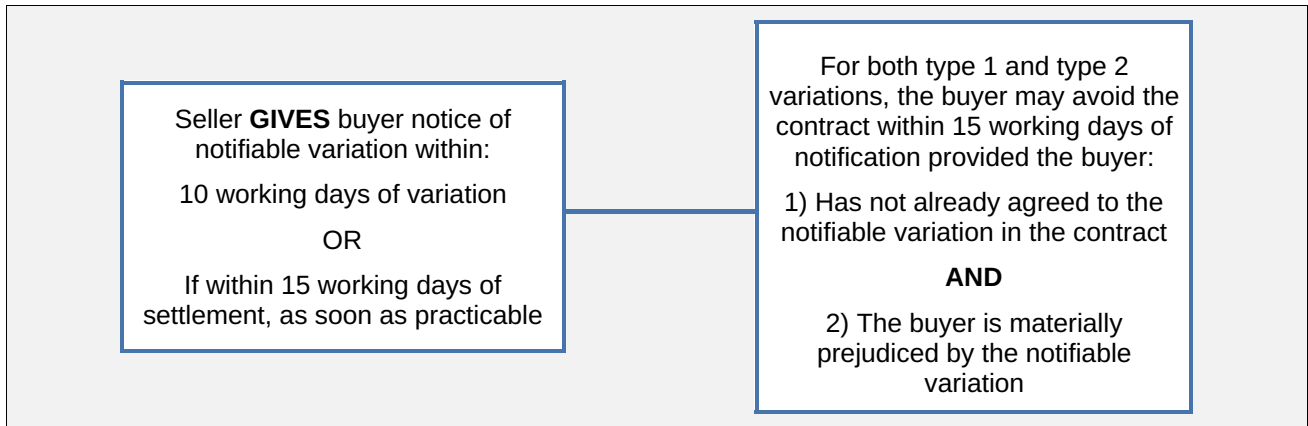
Type 1 and Type 2 notifiable variations are as follows:

<b>Type 1 Notifiable Variation</b>	<b>Type 2 Notifiable Variation</b>
<ul style="list-style-type: none"> <li>• The area or size of the lot/proposed lot is reduced by 5% or more from the area or size notified to the buyer before the buyer entered into the contract.</li> <li>• The proportion that the unit entitlement, or a reasonable estimate of the unit entitlement of the lot bears to the sum of the unit entitlements of all the lots is increased/decreased by 5% or more in comparison to that which was notified to the buyer before the buyer entered into the contract.</li> <li>• Anything relating to a proposal for the termination of the strata titles scheme is served on the seller by the strata company.</li> <li>• Any other event classified by the regulations as a type 1 notifiable variation.</li> </ul>	<ul style="list-style-type: none"> <li>• The current/proposed scheme plan or amendment of the scheme plan for the scheme is modified in a way that affects the lot or the common property (that is not a type 1 notifiable variation).</li> <li>• The current/proposed schedule of unit entitlements or amendment of the schedule of unit entitlements for the scheme is modified in a way that affects the lot (that is not a type 1 variation).</li> <li>• The strata company or a scheme developer-               <ul style="list-style-type: none"> <li>(i) enters into a contract for the provision of services or amenities to the strata company or to members of the strata company or a contract that is otherwise likely to affect the rights of the buyer; OR</li> <li>(ii) varies an existing contract of that kind in a way that is likely to affect the rights of the buyer</li> </ul> </li> <li>• The current/proposed scheme by-laws are modified.</li> <li>• A lease, licence, right or privilege over the common property in the strata titles scheme is granted or varied.</li> <li>• Any other event classified by the regulations as a type 2 notifiable variation.</li> </ul>

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

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

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



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

**Buyer's right to postpone settlement**

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

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

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

# Precontractual Disclosure Statement to the Buyer

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

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

### Personal information

#### The seller(s)

Name Diksha Karwasra as Executor for the Estate of Sunil Kumar Karwasra  
 Address 15 Cotter Loop, Success WA 6164  
 Telephone/mobile 0432 349 666 Email diksha.karwasra@gmail.com

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

### Scheme Information

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

#### Scheme Details

Scheme name The Alderney on Hay  
 Name of the strata company The Alderney on Hay  
 Address for service of the strata company (taken from scheme notice) 193 Hay Street, East Perth WA 6004  
 Name of Strata Manager Strata Matters  
 Address of Strata Manager Po Box 604, Hillarys WA 6923  
 Telephone/Mobile 08 9402 9987  
 Email admin@strataatters.net.au

The status of the scheme is:

- proposed  
 registered

The scheme type is:

- strata  
 survey-strata

The tenure type is

- freehold  
 leasehold

For leasehold only:

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

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

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

**Att.**

**Scheme Documents (must be attached)**

Schemes created on or after 1/5/2020 must provide a copy of the scheme notice.  
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

N/A

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

If yes, they are included with this form

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

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

Att 2

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

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

**Minutes (choose one option)**

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

Att 4

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

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

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

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

The statement of accounts last prepared by the strata company

Att 5

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

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

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

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

**Termination proposal**

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

If yes, attach a copy.

Lot information (choose all that apply)

**Att.**

This lot is on a registered scheme plan

This lot has not yet been created

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

Street address of the lot (if known)

Unit 42 193 Hay Street, East Perth

Lot 42 on scheme plan no. 38996

*(The lot owner will also own a share in the common property of the scheme)*

**Voting right restrictions**

Does the contract contain any voting right restriction which has the meaning in regulation 103 of the *Strata Titles (General) Regulations 2019*? \*  no  yes

If yes, describe the restriction \_\_\_\_\_

\* A voting right restriction includes if the contract requires the buyer to grant an enduring proxy or power of attorney to the seller.

**Exclusive use by-laws**

This lot is a 'special lot', subject to exclusive use by-laws giving exclusive use of an area of common property  no  yes

If yes, please give details \_\_\_\_\_

**Strata levy/contributions for the lot (choose one option)**

*(Local government rates are payable by the lot owner in addition to the strata levy/contributions)*

Contributions that have been determined within the previous 12 months

If not determined, estimated contributions for 12 months after proposed settlement date

	<b>Actual (\$)</b>	<b>OR</b>	<b>Estimated (\$) 12 months after the proposed settlement date</b>
Administrative fund:	\$4315		_____
Reserve fund:	\$726		_____
Other levy (attach details)	_____		_____

Att 6

Actual  Estimated total contribution for the lot \$ \$5041

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

Due dates \$1260.25 on 1/9/24 \_\_\_\_\_ on \_\_\_\_\_

\$1260.25 on 1/12/24 \_\_\_\_\_ on \_\_\_\_\_

**Strata levy/contributions/other debts owing**

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

If the seller has a debt owed to a utility company, the total amount owing is \$ \_\_\_\_\_

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

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

## **Scheme developer specific information**

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

**Att.**

The scheme developer is defined as:

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

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

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

### **Statement of estimated income and expenditure**

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

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

### **Agreements for amenity or service**

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

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

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

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

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

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

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

### **Section 79 Disclosure of remuneration and other benefits**

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

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

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

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


## Acknowledgement by seller and buyer

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

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

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

I /  We<sup>1</sup>, hereby certify that Part A and Part B of the required precontractual disclosures were given to the buyer before the buyer signed the contract of sale.

Signature  \_\_\_\_\_

Name DIKSHA KARWASRA

Date 13/7/24

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

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

I /  We<sup>1</sup>, the buyer/s, acknowledge that  I /  we<sup>1</sup> received Part A and Part B of the required precontractual disclosures before  I /  We<sup>1</sup> signed the contract of sale.

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

Signature  \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Signature  \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

<sup>1</sup> Select one.



WESTERN



AUSTRALIA

TITLE NUMBER

Volume Folio

**2204 842**

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

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

*BG Roberts*  
REGISTRAR OF TITLES



**LAND DESCRIPTION:**

LOT 42 ON STRATA PLAN 38996  
TOGETHER WITH A SHARE IN COMMON PROPERTY (IF ANY) AS SET OUT ON THE STRATA PLAN

**REGISTERED PROPRIETOR:**  
(FIRST SCHEDULE)

SUNIL KUMAR KARWASRA OF 20 BEAUMONT PARKWAY, SUCCESS  
(T M477138 ) REGISTERED 28/11/2013

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

1. INTERESTS NOTIFIED ON THE STRATA PLAN AND ANY AMENDMENTS TO LOTS OR COMMON PROPERTY NOTIFIED THEREON BY VIRTUE OF THE PROVISIONS OF THE STRATA TITLES ACT OF 1985 AS AMENDED.
2. M477139 MORTGAGE TO NATIONAL AUSTRALIA BANK LTD REGISTERED 28/11/2013.

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-----

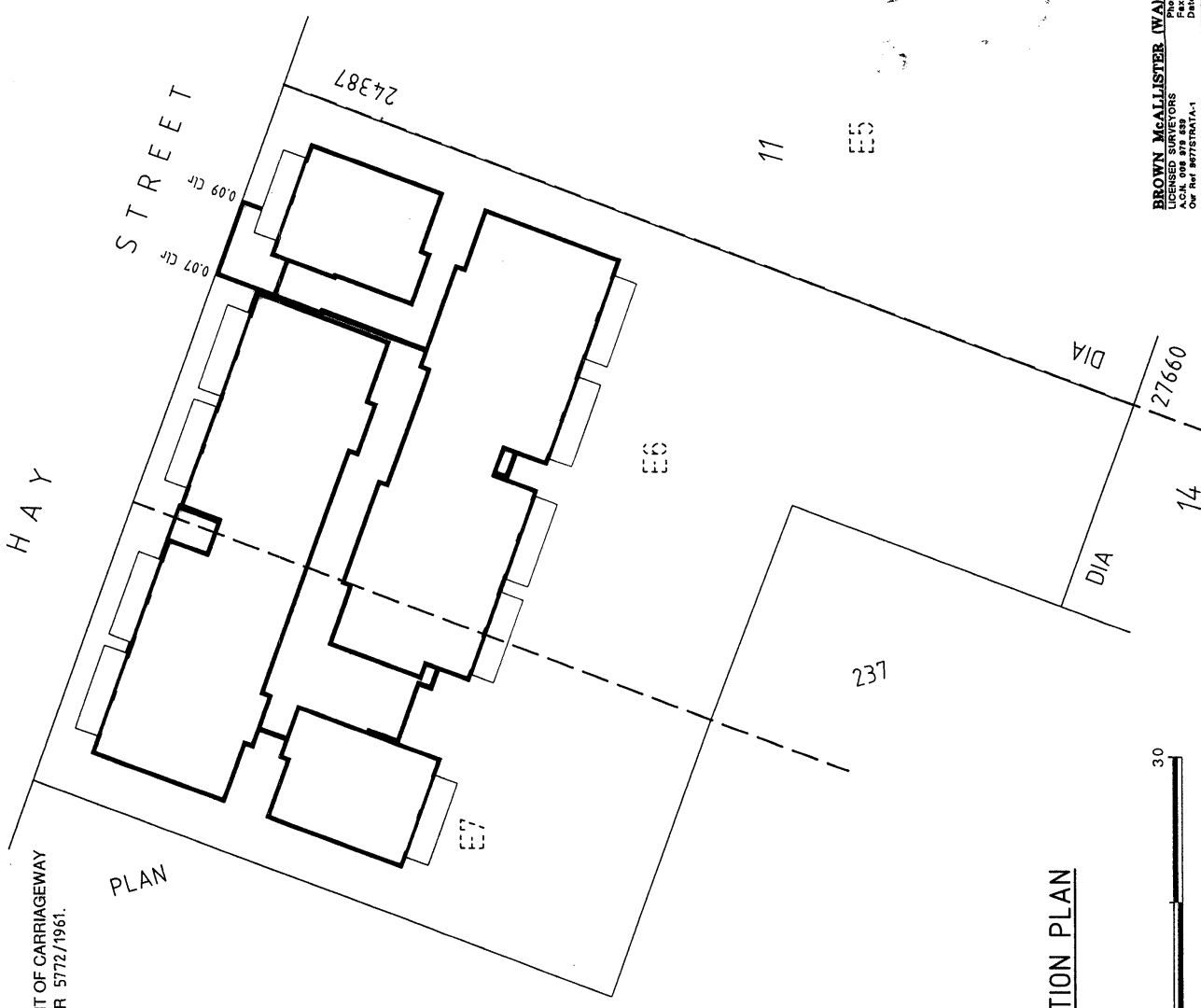
**STATEMENTS:**

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: SP38996  
PREVIOUS TITLE: SP38996  
PROPERTY STREET ADDRESS: UNIT 42 193 HAY ST, EAST PERTH.  
LOCAL GOVERNMENT AUTHORITY: CITY OF PERTH



**BROWN MCALLISTER (WA) Pty Ltd**  
 100/100 WILSON ST  
 A.C.N. 008 819 853 Fax: 9346 9677  
 Our Ref: BMTSTRATA-1 Date: 25/10/2000



AS TO PORTION ONLY:  
 TOGETHER WITH A RIGHT OF CARRIAGEWAY  
 AS SET OUT IN TRANSFER 5772/1961.

PLAN

LOCATION PLAN



WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

<b>STRATA/SURVEY-STRATA</b> <b>PLAN 38996</b> SHEET 1 OF 11 SHEETS	
MANAGEMENT STATEMENT <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Lodged... 30.10.2000 288978 Examined... 30.10.2000 MM Registered... 30.10.2000 Application 4588276 REGISTRAR OF TITLES
<b>PLAN OF</b> LOT 250 OF PT PERTH TOWN LOTS E6 & E7 ON DIAGRAM 99648	CERT. OF TITLE VOLUME 2203 FOLIO 862
LOCAL GOVERNMENT CITY OF PERTH	INDEX PLAN 6034(1) 27.47
FIELD BOOK	SCALE 1 : 300
NAME OF SCHEME THE ALDERNEY ON HAY	ADDRESS OF PARCEL 193 HAY STREET EAST PERTH W.A. 6004

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

THE STRATUM OF THE LOTS EXTERNAL TO THE BUILDINGS EXTENDS BETWEEN THE UPPER SURFACE OF THE FLOOR AND THE UNDER SURFACE OF THE CEILING OR CEILING PRODUCED.

ALL ANGLES 90° UNLESS OTHERWISE STATED.

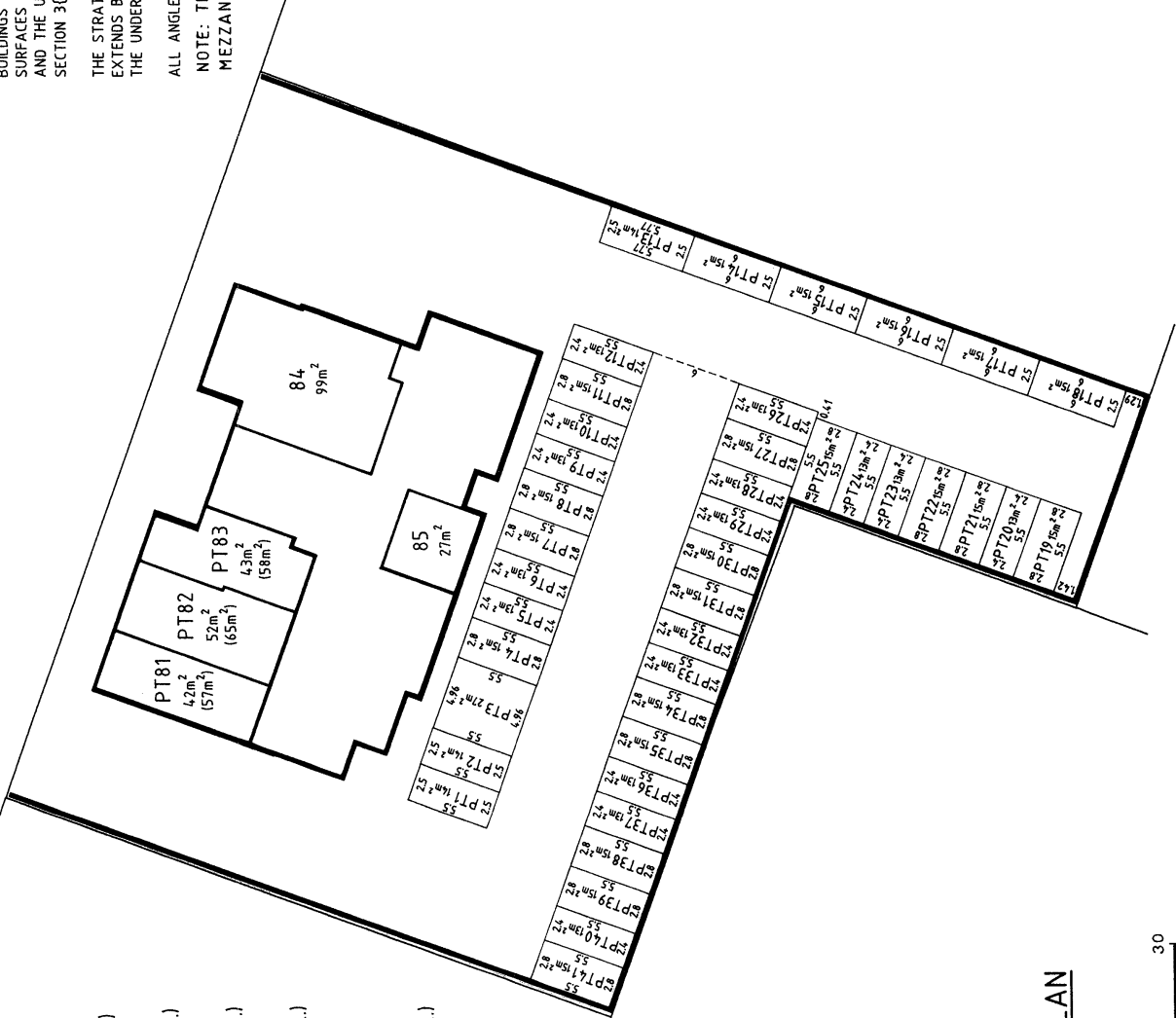
NOTE: THE UNDERSIDE OF THE SLAB OF THE MEZZANINE LEVEL IS AT A HEIGHT OF 9.25 METRES AHD

**STRATA/SURVEY-STRATA**

**PLAN 38996**

SHEET 2 OF 11 SHEETS

- FOR OTHER PART LOTS 1 TO 10 (Incl.)  
SEE SHEET 4 OF 11
- FOR OTHER PART LOTS 11 TO 20 (Incl.)  
SEE SHEET 5 OF 11
- FOR OTHER PART LOTS 21 TO 30 (Incl.)  
SEE SHEET 6 OF 11
- FOR OTHER PART LOTS 31 TO 40 (Incl.)  
SEE SHEET 7 OF 11
- FOR OTHER PART LOTS 41  
FOR OTHER PART LOTS 41
- SEE SHEET 8 OF 11
- FOR OTHER PART LOTS 81 TO 83 (Incl.)  
SEE SHEET 3 OF 11



**GROUND LEVEL FLOOR PLAN**

SCALE 1 : 300



WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

**BROWN McALLISTER (WA) Pty Ltd**  
 LICENSED SURVEYORS  
 Phone 8956 888  
 A.C.N. 008 978 838  
 Date 24/02/20

FORM 4

THE STRATA OF THE LOTS EXTERNAL TO THE BUILDINGS EXTENDS BETWEEN THE UPPER SURFACE OF THE FLOOR AND THE UNDER SURFACE OF THE CEILING OR CEILING PRODUCED.

ALL ANGLES 90° UNLESS OTHERWISE STATED.

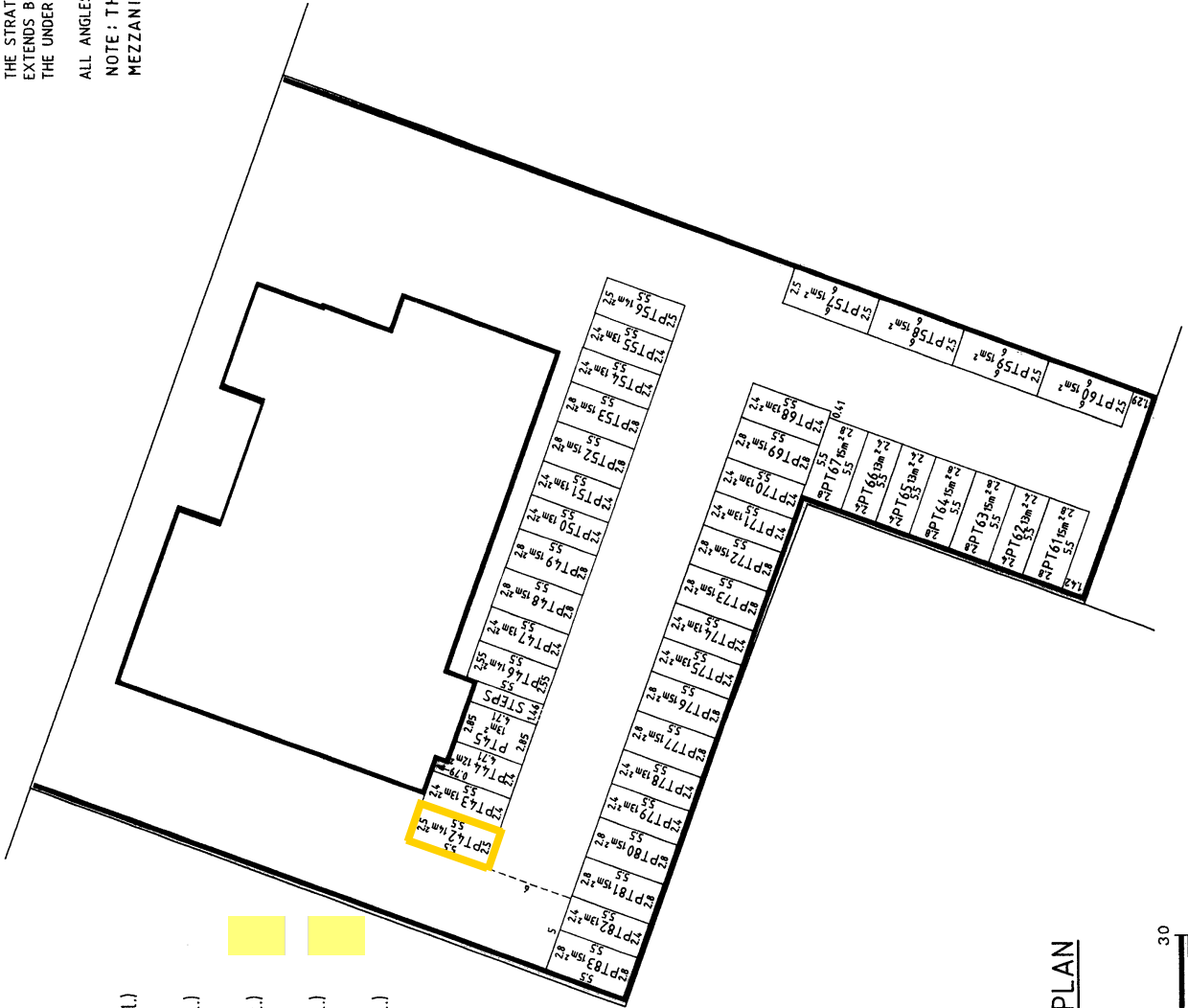
NOTE: THE UNDERSIDE OF THE SLAB OF THE MEZZANINE LEVEL IS AT A HEIGHT OF 9.25 METRES AHD.

**STRATA/SURVEY-STRATA**

**PLAN 38996**

SHEET 3 OF 11 SHEETS

- FOR OTHER PART LOTS 42 TO 50 (Incl.)  
SEE SHEET 8 OF 11
- FOR OTHER PART LOTS 51 TO 60 (Incl.)  
SEE SHEET 9 OF 11
- FOR OTHER PART LOTS 61 TO 70 (Incl.)  
SEE SHEET 10 OF 11
- FOR OTHER PART LOTS 71 TO 80 (Incl.)  
SEE SHEET 11 OF 11
- FOR OTHER PART LOTS 81 TO 83 (Incl.)  
SEE SHEET 2 OF 11



**MEZZANINE LEVEL FLOOR PLAN**

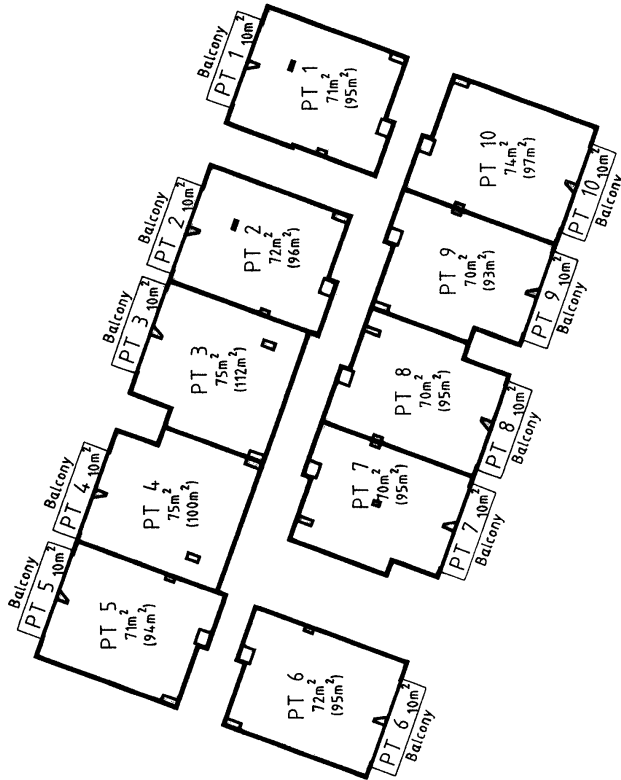
SCALE 1 : 300



**BROWN McALLISTER (WA) Pty Ltd**  
 LICENSED SURVEYORS  
 A.C.N. 009 879 489  
 Our Ref: 907210V1-1  
 Phone 9388 9888  
 Fax 9388 9077  
 Email: info@brownm.com.au  
 Date: 28/07/2024

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

THE STRATUM OF THE LOTS EXTERNAL TO THE BUILDINGS EXTENDS BETWEEN THE UPPER SURFACE OF THE FLOOR PRODUCED AND THE UNDER SURFACE OF THE CEILING PRODUCED OF THE ADJUTING PART LOT.



**STRATA/SURVEY-STRATA**  
**PLAN 38996**  
 SHEET 4 OF 11 SHEETS

FOR OTHER PART LOTS 1 TO 10 (Incl.)  
 SEE SHEET 2 OF 11

**LEVEL 1 FLOOR PLAN**

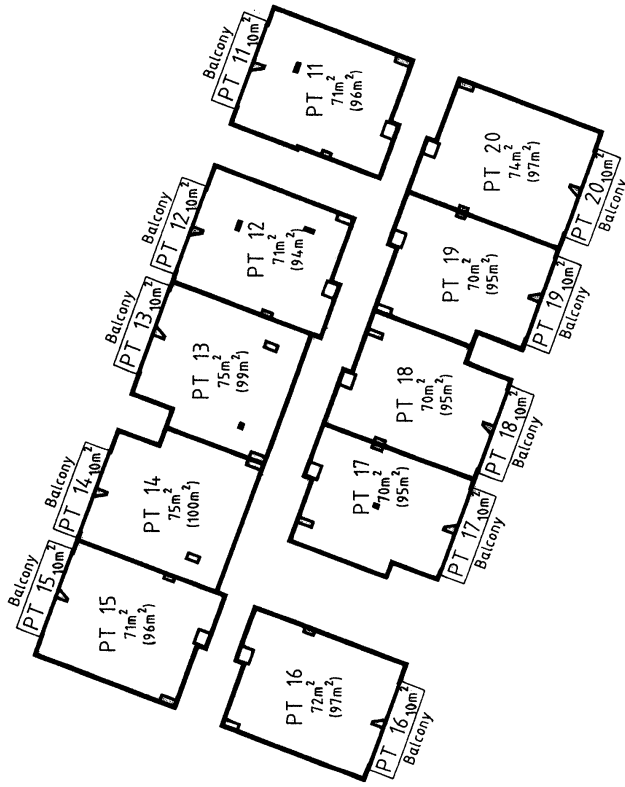
SCALE 1 : 300



WARNING: CREATING OR EDITING WILL LEAD TO DELETION

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STRATA/SURVEY-STRATA  
 PLAN 38996  
 SHEET 5 OF 11 SHEETS

FOR OTHER PART LOTS 11 TO 20 (incl.)  
 SEE SHEET 2 OF 11

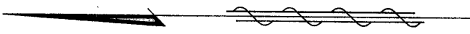
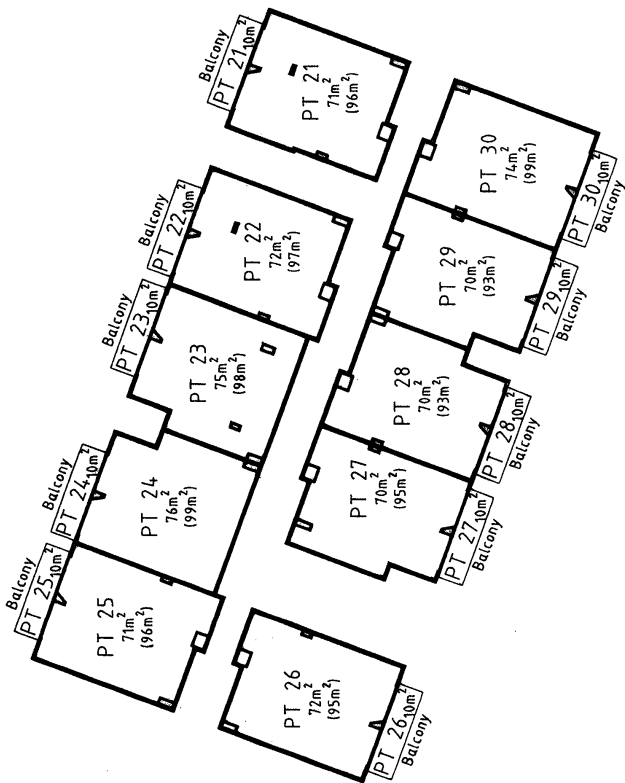
LEVEL 2 FLOOR PLAN

SCALE 1 : 300



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THE STRATUM OF THE LOTS EXTERNAL TO THE BUILDINGS EXTENDS BETWEEN THE UPPER SURFACE OF THE FLOOR PRODUCED AND THE UNDER SURFACE OF THE CEILING PRODUCED OF THE ABUTTING PART LOT.



STRATA/SURVEY-STRATA

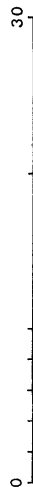
PLAN 38996

SHEET 6 OF 11 SHEETS

FOR OTHER PART LOTS 21 TO 30 (incl.)  
SEE SHEET 2 OF 11

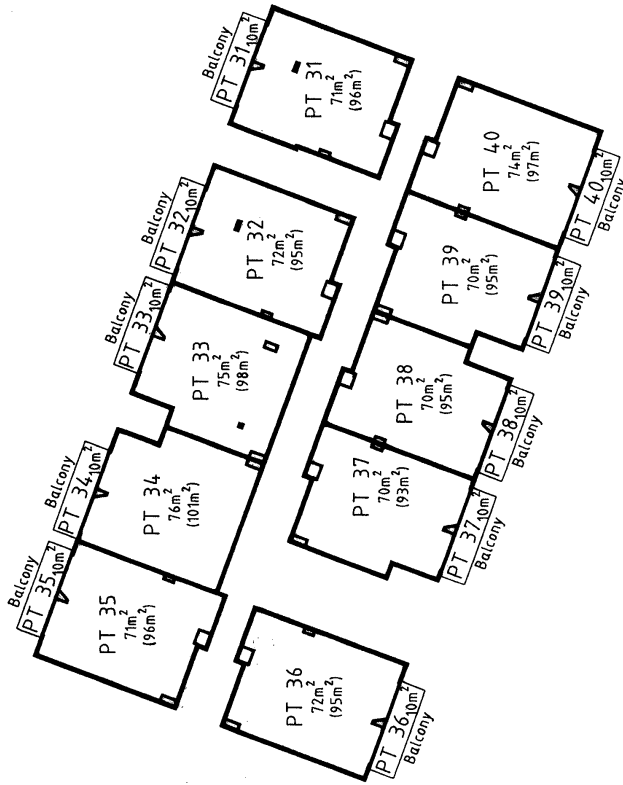
LEVEL 3 FLOOR PLAN

SCALE 1 : 300



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

THE STRATUM OF THE LOTS EXTERNAL TO THE BUILDINGS EXTENDS BETWEEN THE UPPER SURFACE OF THE FLOOR PRODUCED AND THE UNDER SURFACE OF THE CEILING PRODUCED OF THE ABUTTING PART LOT.



STRATA/SURVEY-STRATA

PLAN 38996

SHEET 7 OF 11 SHEETS

FOR OTHER PART LOTS 31 TO 40 (incl.)  
SEE SHEET 2 OF 11

LEVEL 4 FLOOR PLAN

SCALE 1 : 300



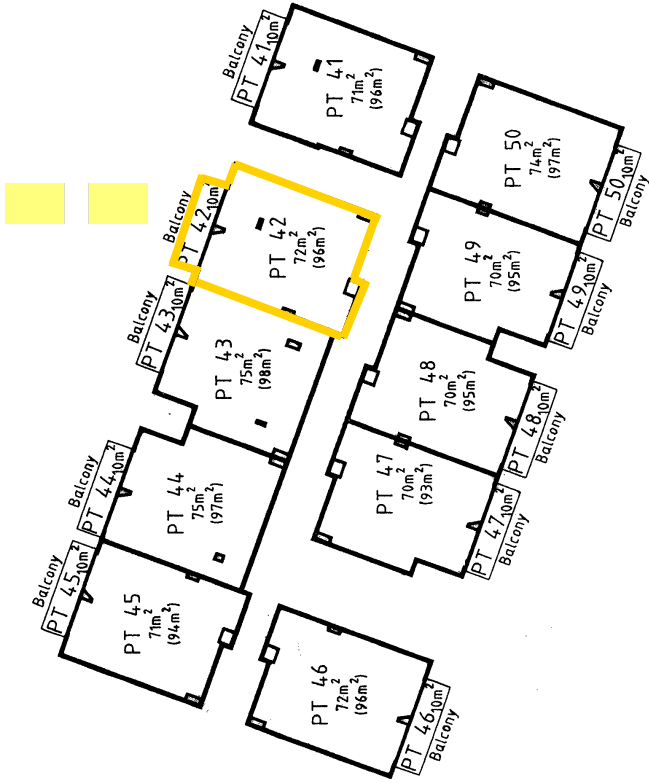


# Attachment 1 (Part 1 of 2)

FORM 4

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

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STRATA/SURVEY-STRATA

PLAN 38996

SHEET 8 OF 11 SHEETS

FOR OTHER PART LOT 41

SEE SHEET 2 OF 11

FOR OTHER PART LOTS 42 TO 50 (Incl.)

SEE SHEET 3 OF 11

LEVEL 5 FLOOR PLAN

SCALE 1 : 300

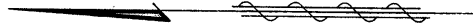
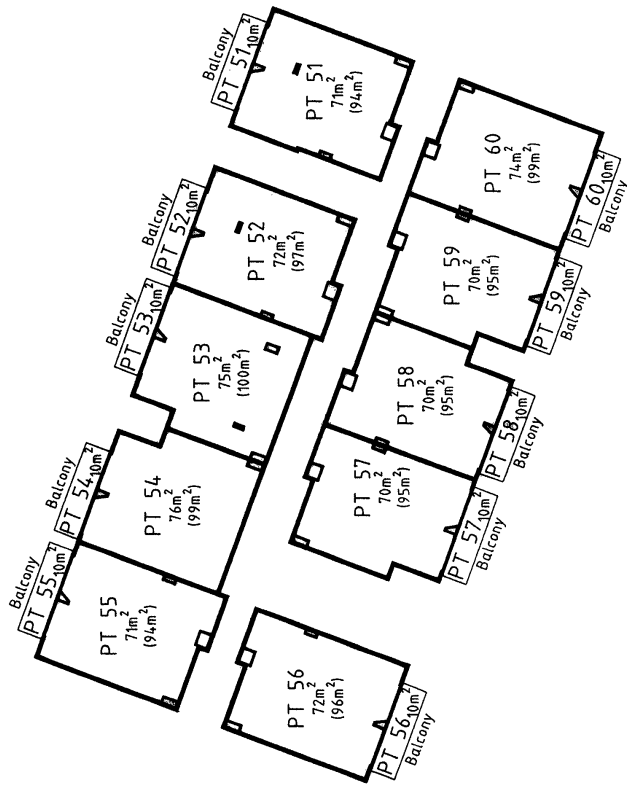


**BROWN McALLISTER (WA) Pty Ltd**  
 LICENCED SURVEYORS  
 Floor 5088 5070  
 100 St Georges Terrace  
 Perth WA 6000  
 Date 26/10/2000

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

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STRATA/SURVEY-STRATA

PLAN 38996

SHEET 9 OF 11 SHEETS

FOR OTHER PART LOTS 51 TO 60 (Incl.)  
SEE SHEET 3 OF 11

LEVEL 6 FLOOR PLAN

SCALE 1 : 300



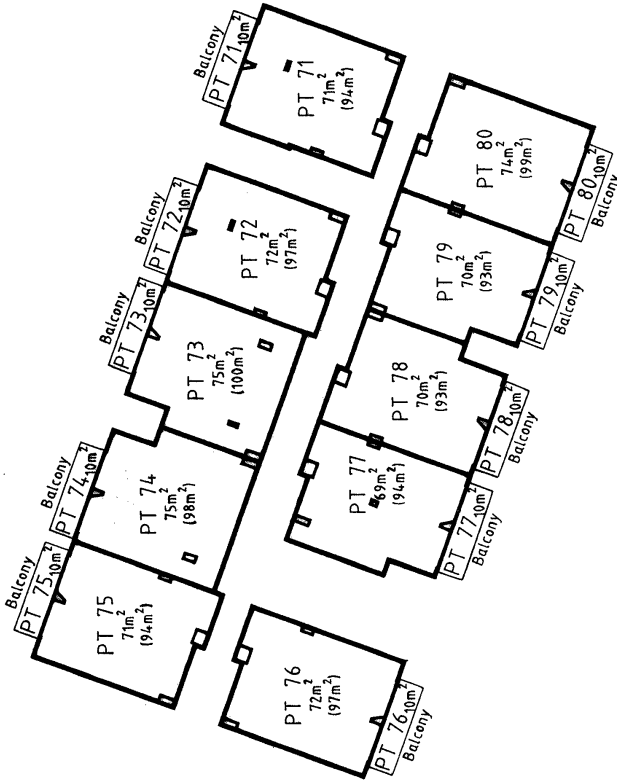
**BROWN McALLISTER (WA) Pty Ltd**  
 LICENSED SURVEYORS  
 A.C.N. 006 879 839 Fax: 93868 9877  
 Or Ref #B75TRATA-1 Date 26/10/2000

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



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

THE STRATUM OF THE LOTS EXTERNAL TO THE BUILDINGS EXTENDS BETWEEN THE UPPER SURFACE OF THE FLOOR PRODUCED AND THE UNDER SURFACE OF THE CEILING PRODUCED OF THE ADJUTING PART LOT.



STRATA/SURVEY--STRATA

PLAN 38996

SHEET 11 OF 11 SHEETS

FOR OTHER PART LOTS 71 TO 80 (Incl.)

SEE SHEET 3 OF 11

LEVEL 8 FLOOR PLAN

SCALE 1 : 300



ANNEXURE A OF STRATA/SURVEY STRATA PLAN NUMBER 38996							
SCHEDULE OF UNIT ENTITLEMENT		OFFICE USE ONLY CURRENT Cs. of TITLE		SCHEDULE OF UNIT ENTITLEMENT		OFFICE USE ONLY CURRENT Cs. of TITLE	
LOT No.	UNIT ENTITLEMENT	VOL.	FOL.	LOT No.	UNIT ENTITLEMENT	VOL.	FOL.
1	11	2204-801		26	12	2204-826	
2	11	2204-802		27	12	2204-827	
3	11	2204-803		28	12	2204-828	
4	11	2204-804		29	12	2204-829	
5	11	2204-805		30	12	2204-830	
6	11	2204-806		31	12	2204-831	
7	11	2204-807		32	11	2204-832	
8	10	2204-808		33	11	2204-833	
9	11	2204-809		34	11	2204-834	
10	11	2204-810		35	12	2204-835	
11	11	2204-811		36	12	2204-836	
12	11	2204-812		37	12	2204-837	
13	11	2204-813		38	12	2204-838	
14	11	2204-814		39	12	2204-839	
15	11	2204-815		40	12	2204-840	
16	12	2204-816		41	12	2204-841	
17	11	2204-817		42	11	2204-842	
18	11	2204-818		43	11	2204-843	
19	11	2204-819		44	11	2204-844	
20	12	2204-820		45	12	2204-845	
21	12	2204-821		46	12	2204-846	
22	11	2204-822		47	12	2204-847	
23	11	2204-823		48	12	2204-848	
24	11	2204-824		49	12	2204-849	
25	12	2204-825		50	12	2204-850	

Cor. 52/2000 Vol. 8 p. 1

51	12	2204-851	70	14	2204-870
52	12	2204-852	71	14	2204-871
53	12	2204-853	72	13	2204-872
54	12	2204-854	73	13	2204-873
55	12	2204-855	74	13	2204-874
56	13	2204-856	75	14	2204-875
57	12	2204-857	76	15	2204-876
58	12	2204-858	77	14	2204-877
59	12	2204-859	78	14	2204-878
60	13	2204-860	79	14	2204-879
61	13	2204-861	80	15	2204-880
62	12	2204-862	81	6	2204-881
63	12	2204-863	82	7	2204-882
64	12	2204-864	83	6	2204-883
65	13	2204-865	84	15	2204-884
66	14	2204-866	85	4	2204-885
67	13	2204-867			
68	13	2204-868			
69	13	2204-869			
				Aggregate	1000

**DESCRIPTION OF PARCEL AND BUILDING/PARCEL**  
**A Brick and Concrete Multi-Storey Building**  
**Consisting of 85 Residential and Commercial Units.**  
**Located PT Perth Town Lots E6 & E7 on Diagram 99648**  
**Address: 193 Hay Street, East Perth WA 6004**  
**To Be Known As: 'The Aldernay on Hay'**

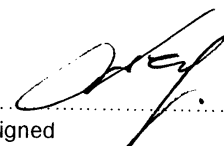
**CERTIFICATE OF LICENSED VALUER**  
**STRATA/SURVEY STRATA**

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

1. 11. 2000

Date

Signed



FORM 5

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

STRATA PLAN No. **38996**

**DESCRIPTION OF PARCEL AND BUILDING**

*A ten level building of brick and concrete construction,  
comprising of eighty five commercial and residential units  
Situated on Lot 250 on Diagram 99648*

**NAME OF SCHEME:** *To be Known as 'The Alderney on Hay'*

**ADDRESS OF PARCEL:** *193 Hay Street, East Perth WA 6004*

**CERTIFICATE OF SURVEYOR**

I, C.D. McALLISTER being a Licensed Surveyor registered under the *Licensed Surveyors Act 1909* certify that in respect of the strata plan which relates to the parcel and building described above (in this certificate called "the plan"): -

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

*[Handwritten signature]*

*9<sup>th</sup> October 2000*  
Date

\*Delete if inapplicable

*[Handwritten signature]*  
.....  
Licensed Surveyor  
**BROWN McALLISTER SURVEYORS**  
*(Our Job Number: 9677)*

FORM 7

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

STRATA PLAN No. 38996

DESCRIPTION OF PARCEL AND BUILDING

A ten level building of brick and concrete construction,  
comprising of eighty five commercial and residential units  
Situated on Lot 250 on Diagram 99648

NAME OF SCHEME: To be Known as 'The Alderney on Hay'  
ADDRESS OF PARCEL: 193 Hay Street, East Perth WA 6004

CERTIFICATE OF LOCAL GOVERNMENT

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

(1) \*(a) the building and the parcel shown on the plan have been inspected and that it is consistent with the approved building plans and specifications in respect of the building; or

~~\*(b) the building has been inspected and the modification is consistent with the approved building plans and specifications relating to the modification;~~

(2) the building, in the opinion of the local government, is of sufficient standard to be brought under the *Strata Titles Act 1985*;

~~(3) where a part of a wall or building, or material attached to wall or building, encroaches beyond the external surface boundaries of the parcel on to a public road, street or way the local government is of the opinion that retention of the encroachment in its existing state will not endanger public safety or unreasonably interfere with the amenity of the neighbourhood and the local government does not object to the encroachment, and~~

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

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

26 OCTOBER 2000

Date

Chief Executive Officer

Delegated Officer  
Section 23(5) Strata Titles Act 1985

\* Delete if inapplicable



FORM 26

WAPC Ref. ~~4433~~ 838-00

STRATA PLAN No. 38996

Strata Titles Act 1985

Sections 25 (1), 25 (4)

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

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

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

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

Property Description:	Lot (or Strata Plan) No.	Lot 100 on Diagram 99648
	Location	PT Perth Town Lots E6 & E7
	Locality	PERTH
	Local Government	CITY OF PERTH

Lodged by: Brown McAllister (WA) Pty Ltd  
Date:  
(Our Job Number 9677)

.....  
For Chairman, Western Australian  
Planning Commission  
..... 2.8. SEP. 2000.....  
Date

(\*To be deleted as appropriate)



ANNEXURE C ..... OF STRATA/SURVEY-STRATA PLAN No. **38998** ..... REGISTRAR OF TITLES

**SCHEDULE OF ENCUMBRANCES ETC**

Instrument Nature	Instrument Number	Particulars	Regist'd	Signature of Registrar of Titles	Cancellation			Signature of Registrar of Titles
					Nature	Number	Regist'd Time	
		EASEMENT created on Diagram 99648 under Section 27A TP & D Act.						

Note: Entries may be affected by subsequent endorsements.

# Strata Plan 38996

<b>Lot</b>	<b>Certificate of Title</b>	<b>Lot Status</b>	<b>Part Lot</b>
1	2204/801	Registered	
2	2204/802	Registered	
3	2204/803	Registered	
4	2204/804	Registered	
5	2204/805	Registered	
6	2204/806	Registered	
7	2204/807	Registered	
8	2204/808	Registered	
9	2204/809	Registered	
10	2204/810	Registered	
11	2204/811	Registered	
12	2204/812	Registered	
13	2204/813	Registered	
14	2204/814	Registered	
15	2204/815	Registered	
16	2204/816	Registered	
17	2204/817	Registered	
18	2204/818	Registered	
19	2204/819	Registered	
20	2204/820	Registered	
21	2204/821	Registered	
22	2204/822	Registered	
23	2204/823	Registered	
24	2204/824	Registered	
25	2204/825	Registered	
26	2204/826	Registered	
27	2204/827	Registered	
28	2204/828	Registered	
29	2204/829	Registered	
30	2204/830	Registered	
31	2204/831	Registered	
32	2204/832	Registered	
33	2204/833	Registered	
34	2204/834	Registered	
35	2204/835	Registered	
36	2204/836	Registered	
37	2204/837	Registered	
38	2204/838	Registered	
39	2204/839	Registered	
40	2204/840	Registered	
41	2204/841	Registered	
42	2204/842	Registered	
43	2204/843	Registered	
44	2204/844	Registered	
45	2204/845	Registered	

# Strata Plan 38996

<b>Lot</b>	<b>Certificate of Title</b>	<b>Lot Status</b>	<b>Part Lot</b>
46	2204/846	Registered	
47	2204/847	Registered	
48	2204/848	Registered	
49	2204/849	Registered	
50	2204/850	Registered	
51	2204/851	Registered	
52	2204/852	Registered	
53	2204/853	Registered	
54	2204/854	Registered	
55	2204/855	Registered	
56	2204/856	Registered	
57	2204/857	Registered	
58	2204/858	Registered	
59	2204/859	Registered	
60	2204/860	Registered	
61	2204/861	Registered	
62	2204/862	Registered	
63	2204/863	Registered	
64	2204/864	Registered	
65	2204/865	Registered	
66	2204/866	Registered	
67	2204/867	Registered	
68	2204/868	Registered	
69	2204/869	Registered	
70	2204/870	Registered	
71	2204/871	Registered	
72	2204/872	Registered	
73	2204/873	Registered	
74	2204/874	Registered	
75	2204/875	Registered	
76	2204/876	Registered	
77	2204/877	Registered	
78	2204/878	Registered	
79	2204/879	Registered	
80	2204/880	Registered	
81	2204/881	Registered	
82	2204/882	Registered	
83	2204/883	Registered	
84	2204/884	Registered	
85	2204/885	Registered	

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

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

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

**1. Duties of owner**

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

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

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

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

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

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

**4. Constitution of council**

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



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

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

## 5. Election of council at general meeting

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

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

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

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

## 6. Chairperson, secretary and treasurer of council

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



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

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

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

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

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

## 8. Meetings of council

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

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

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

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

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

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

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

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

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

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

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

## Schedule 2 – Conduct by-laws

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

### 1. Vehicles and parking

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

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

### 2. Use of common property

An owner or occupier of a lot must –

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

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

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

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

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

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

### 4. Behaviour of owners and occupiers

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

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

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

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

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

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

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

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

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

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

**8. Storage of inflammable liquids etc.**

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

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

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

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

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

**10. Floor coverings**

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

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

**11. Garbage disposal**

An owner or occupier of a lot must –

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

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

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

An owner or occupier of a lot must not –

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

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

**13. Notice of alteration to lot**

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

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

**14. Appearance of lot**

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

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

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

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

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

# Attachment 4

**Minutes of AGM  
The Owners of The Alderney on Hay  
Strata Plan 38996  
Held via the Zoom App.  
Thursday 14 March 2024**

**Attendance:**

Thomas Roberts	Jay Anthony	Tom Engelke
Mat Winter	Chantal Wong	Gordana Spirovski
Aaron Divitini	Keiren Shun	Alex Coraglia
Amy Liu	Greg Satti	

**By Invitation:**

Alastair Cornish representing Strata Matters

**Proprietors Present or Represented by Proxy:**

T. Roberts	2	
M. Winter	7	
A. Hind	15	Proxy to Jay Anthony
T. Engelke	18	
D. Murphy	21	Proxy to Jay Anthony
A. Divitini	23	
M. Kempin	27	Proxy to Jay Anthony
G. & E. Gerginov	28, 76	Proxy to Alastair Cornish
P. Cheng & C. & J. Wong	33	Proxy to Chantal Wong
G. & D. Spirovski	44	
Flying Ducklings Pty Ltd.	57	Proxy to Keiren Shun
A. Coraglia	62	
G. Satti	67	
A. Liu & D. Wong	71	Proxy to Amy Liu
J. Anthony	81, 82, 83, 85	

**Establishing a quorum**

The Strata Manager verified the attendance register and explained that a quorum was not present, and that the AGM would need to wait 30 minutes in accordance with Sect. 130.4 of the Strata Titles Act 1985.

(A total of 81 lot owners were eligible to participate in the meeting, 42 therefore constituted a quorum).

The meeting agreed to proceed immediately and at 6.30pm, after 30 minutes, there would be a quorum when the items discussed prior to 6.30pm would be ratified.

The strata manager informed the meeting of the proxies held.

**1. Chairperson**

It was resolved that Aaron Divitini assume the Chair and the meeting opened at 6.05pm and welcomed and thanked those for attending.

**2. Confirmation of previous minutes**

Mat Winter proposed that the previously circulated minutes of the General Meeting held on the 6 June 2023 be verified as a true record of those proceedings.



Seconded by Keiren Shun representing Flying Ducklings Pty Ltd.

Motion carried unanimously.

No matters arose from those minutes.

### **3. Constitution of Council**

**3.1** Keiren Shun, representing Flying Ducklings Pty Ltd. proposed that the Council of the Strata Company consist of 5 owners and seconded by Mat Winter.

Before the motion was put to a vote the Chair enquired as to the number of nominations received. The strata manager informed the meeting 6 nominations received.

Mat Winter proposed an amendment to the motion as follows:

That the Council of Owners consist of 6 proprietors and seconded by Jay Anthony.

The amendment was put and carried.

The Chair confirmed the amended motion become the substantive motion and put the motion.

The amended motion was carried unanimously.

**3.2** The Chair called for nominations of candidates for election to the Council.

Nominations to Council were received from:

Mat Winter	George Gerginov
Aaron Divitini	Alex Coraglia
Flying Ducklings Pty Ltd (Keiren Shun)	Jay Anthony

The nominees were appointed unopposed, and the Chairperson thanked the nominees for their interest and congratulated the 6 appointed owners.

**3.3** The motion to conduct a ballot to elect members of the Council lapsed.

### **4. Consideration of Statement of Accounts**

It was resolved that the Statement of accounts for the period 1 December 2022 to 30 November 2023, showing an amount of \$487,355.73 net owners' funds, be adopted as presented.

### **5. Insurance**

**5.1** It was resolved that copies of the current certificates and schedules for the insurance required under section 127(3)(c) of the Act, as tabled, be received and incorporated into the records of the strata scheme.

Current Insurance Schedule:

#### **Insurer: Chubb**

Building Cover \$55,958,423  
Workers Compensation As Per Strata Titles Act  
Public Liability Cover \$20,000,000.00  
General Excess \$5,000.00  
Expiry 17 November 2024

5.2 It was resolved that the Financial Services Guide and Product Disclosure Statement, as tabled, be received and incorporated into the records of the strata scheme.

5.3 It was resolved that the Strata Scheme defer the matter of obtaining a valuation for insurance purposes until the next Annual General Meeting  
(Last valuation completed by Reserve Fund Plans in August 2023 indicating an insured value of \$57,159,300)

5.4 It was resolved that the Strata Manager is to present quotations to the Council for their review and instructions and that the Council have authority to renew the policy as suggested by the insurer or as recommended by the insurance valuation and that if no placement instructions are received from the Council prior to the policy expiration, the strata manager will proceed with renewing cover using the insurance broker's recommendation to ensure no lapse in insurance cover for the Strata Company.

## **6. Execution of documents and use of common seal**

6.1 It was resolved that in accordance with Section 118(2) of the Act, the Strata Scheme authorises the strata manager and two duly appointed members of the Council of the Strata Scheme to execute documents on its behalf, including the issuance of work orders, subject to the individual adhering to their legislative obligations and in the case of the strata manager, their contractual obligations.

In accordance with s. 118(2)(c), the strata manager of the Strata Scheme may accept this authority, providing the authorisation is an agreed contractual service, is not an excluded function as listed under Section 143(5) of the Act and the strata manager has no conflict when executing the documents that has not already be disclosed in writing to the Strata Scheme.

6.2 It was resolved that in accordance with Section 118(1)(b) of the Act, the common seal of the Strata Scheme must be attested by the signatures of two duly appointed members of the Council of the Strata Scheme (Council); and, that unless amended at a General Meeting, the Strata Scheme resolves to adopt the further requirement that a motion must be passed by the Strata Scheme before the common seal is authorised to be affixed, and that this motion may be conducted outside of a general meeting, in accordance with s. 120(3)(b)

## **7. Ten Year Plan**

Mat Winter proposed that the copy of the 10 Year Plan and Reserve Fund Annual Levy Estimate completed 25 November 2020 by Houspect Building Inspections as received, approved, and incorporated into the records of the Strata Scheme at the 2021 AGM was tabled and seconded by Jay Anthony.

Motion carried unanimously.

In accordance with Regulation 77 and the requirements of Section 100(2A), the specifics of the report are as follows:

Name of person who prepared the plan (company/author) Houspect Building Inspections – Brian Gray  
Qualification/s of Person/s: Builder's Registration Number 11504

Period Covered by the Plan: To 2030

Date of Inspection: 25 November 2020

Gordana Spirovski suggested more information be provided to owners informing them as to what works have been addressed/completed and how the funds are being spent.

The strata manager informed the meeting this occasionally forms part of the Chair's Report to owners which several Strata Schemes include.

This was referred to the Council of Owners.

(As it was now 6.30pm, the Chairperson declared there to be a quorum present per the Strata Titles Act. The discussion and decisions made prior to this time were ratified and included into the minutes.)

**8. Consideration of budget of estimated expenditure from the Administrative Fund.**

Mat Winter proposed that the budget of estimated expenditure from the Administrative Fund for the period 1 December 2023 to 30 November 2024 amounting to \$462,600 be adopted.

Seconded by Keiren Shun representing Flying Ducklings Pty Ltd.

Motion carried unanimously.

**9. Determination of the levy of contributions for the period 1 December to 30 November 2024**

Mat Winter proposed that the levy of contributions on owners for the Administrative Fund be payable in advance by instalments due and payable in the amounts and on the dates as shown below:

\$ 96.15 per unit entitlement	1st December 2023,
\$ 96.15 per unit entitlement	1st March 2024,
\$ 100.00 per unit entitlement	1st June 2024,
<u>\$ 100.00 per unit entitlement</u>	<u>1st September 2024,</u>
\$ 98.10 per unit entitlement	1st December 2024

to raise a total of \$392,260 in the financial year, and,

that the levy of contributions on owners for the Reserve Fund be payable in advance by instalments due and payable in the amounts and on the dates as shown below:

\$ 16.50 per unit entitlement	1st December 2023,
\$ 16.50 per unit entitlement	1st March 2024,
\$ 16.50 per unit entitlement	1st June 2024,
<u>\$ 16.50 per unit entitlement</u>	<u>1st September 2024,</u>
\$ 16.50 per unit entitlement	1st December 2024

to raise a total of \$66,000 in the financial year and that in each case those contributions be continued on a quarterly basis until otherwise determined by the strata company in a general meeting and seconded by Jay Anthony.

Motion carried unanimously.

**10. Debt Recovery**

It was resolved that the debt recovery procedure be as follows:

Penalty interest charges (11%) waived for levies up to 30 days in arrears.

After 30 Days in arrears a reminder notice sent - no cost to lot owner/s.

60 Days in arrears Final Notice letter sent - cost imposed on lot owner/s \$22.

90 Days in arrears Legal Action letter sent - cost imposed on lot owner/s \$88

120 Days in arrears matter referred to the Strata Company's lawyers.

**11. Appointment of strata manager**

Mat Winter proposed that the Strata Scheme considers options for the management of the Alderney on Hay and the Council of Owners to obtain quotes from strata management companies and be empowered to sign a contract on behalf of the Strata Scheme for a term of 12 months.

Seconded by Keiren Shun representing Flying Ducklings Pty Ltd.



Before putting the motion to a vote discussion ensued regards the management and the need to seek other options. The quotes received by the Council of Owners and companies approached last year were mentioned and Mat Winter proposed an amendment to the motion as follows:

That the Strata Scheme re-appoint Strata Matters for a further term of 12 months, or until the next AGM and the Council of Owners be empowered to sign a contract on behalf of the Strata Scheme and seconded by Tom Engelke.

The amendment was put and carried.

The Chair confirmed the amended motion become the substantive motion and put the motion.

The amended motion was carried unanimously.

## **12. Matters without notice for discussion and referral to the council:**

### **12.1 Information to Owners**

Gordana Spirovski recommended a detailed report be provided to inform owners what works are being completed/undertaken.

The meeting discussed this and believed posting this information on the Owner's Facebook page to assist and for the Council of Owners to consider compiling a Newsletter to be distributed with levy notices.

Referred to the Council of Owners.

### **12.2 Lift Ceiling**

Gordana Spirovski indicated the lift ceiling was frequently missed by the cleaners and this should be addressed.

Referred to the Council of Owners.

### **12.3 Mezzanine Wall**

Gordana Spirovski expressed concern with the marks/damage being caused to the mezzanine floor panels.

Referred to the Council of Owners.

### **12.4 Lift Programming**

Alex Coraglia highlighted the possible waste of electricity and damage to the lifts being caused with their current programming.

Referred to the Council of Owners.

## **13 Date of next meeting**

The next AGM was scheduled for Thursday 13<sup>th</sup> February 2025 from 6pm.

## **14. Close of Meeting**

There being no further discussion the Chair closed the meeting at 6.50pm.

**Minutes of Council Meeting 2024**  
**Held directly after the AGM**  
**14 March 2024**

**Attendance:**

Jay Anthony  
Alex Coraglia  
Aaron Divitini  
Keiren Shun – representative of Flying Ducklings Pty Ltd  
Mat Winter

**Apology:**

George Gerginov

**By Invitation:**

Alastair Cornish

Meeting opened at 6.55pm

**1. Appointment of Council Positions:**

The positions were discussed and those present agreed:

Chairperson	Aaron Divitini
Secretary	Aaron Divitini
Treasurer	Keiren Shun

It was agreed to distribute this information on the Facebook page.

**2. Council Meetings**

The meeting discussed the date of the next Council meeting and future meetings.

It was agreed to have the next meeting 18 April 2024.

**3. Close of Meeting**

Meeting closed 7.00pm



# Attachment 5

STRATA MATTERS

Strata Matters

ABN: 79181639904

PO Box 604, Hillarys WA 6923

Ph: (08) 9402 9987

Fax: (08) 9403 7043

admin@stratamatters.net.au

## Current Owner Account

The Estate of Sunil K. Karwasra

Lot 42 Unit 42

Alderney on Hay SP 38996 The Owners of,

Alderney on Hay, 193 Hay Street, EAST PERTH WA 6004

Purchased: 27/11/2013 UE / AE: 11.00 / 1,000.00

Date	Details	Administrative Fund due/paid	Reserve Fund due/paid	Unallocated	Interest paid	Total	Balance (-)prepaid
	Balance brought forward	0.00	0.00	0.00		0.00	0.00
1/12/2013	Car port roof - final payment	825.00	0.00	0.00	0.00	825.00	825.00
1/12/2013	Qtly Levy - 1/12 to 28/02/2014	1,037.50	68.05	0.00	0.00	1,105.55	1,930.55
2/12/2013	Levy payment for 42/38996	-825.00	0.00	0.00	0.00	-825.00	1,105.55
23/01/2014	Levy payment for 42/38996	-1,037.50	-68.05	0.00	0.00	-1,105.55	0.00
1/03/2014	Qtly Levy - 1 March to 31 May 2014	1,065.85	68.10	0.00	0.00	1,133.95	1,133.95
3/03/2014	Levy payment for 42/38996	-1,065.85	-68.10	0.00	0.00	-1,133.95	0.00
1/06/2014	Qtly Levy - 1 June to 31 August 2014	1,065.85	68.10	0.00	0.00	1,133.95	1,133.95
2/06/2014	Levy payment for 42/38996	-1,065.85	-68.10	0.00	0.00	-1,133.95	0.00
1/09/2014	Qtly Levy - 1 September to 30 November 2014	1,065.85	68.10	0.00	0.00	1,133.95	1,133.95
1/09/2014	Levy payment for 42/38996	-1,065.85	-68.10	0.00	0.00	-1,133.95	0.00
1/12/2014	Qtly Levy - 1 December to 28 February 2015	1,058.70	68.05	0.00	0.00	1,126.75	1,126.75
1/12/2014	Levy payment for 42/38996	-1,058.70	-68.05	0.00	0.00	-1,126.75	0.00
1/03/2015	Qtly Levy - 1 March to 31 May 2015	1,058.75	68.05	0.00	0.00	1,126.80	1,126.80
2/03/2015	Levy payment	-1,058.75	-68.05	0.00	0.00	-1,126.80	0.00
1/06/2015	Qtly Levy - 1 June to 31 August 2015	1,107.20	68.10	0.00	0.00	1,175.30	1,175.30
1/06/2015	Levy payment for 42/38996	-1,107.20	-68.10	0.00	0.00	-1,175.30	0.00
1/09/2015	Qtly Levy - 1 September to 30 November 2015	1,107.20	68.10	0.00	0.00	1,175.30	1,175.30
1/09/2015	Levy payment for 42/38996	-1,107.20	-68.10	0.00	0.00	-1,175.30	0.00
1/12/2015	Qtly Levy - 1 December to 28 February 2016	1,082.90	68.05	0.00	0.00	1,150.95	1,150.95
1/12/2015	Levy payment for 42/38996	-1,082.90	-68.05	0.00	0.00	-1,150.95	0.00
15/02/2016	Levy per Internet Upgrade per AGM 2015	0.00	316.90	0.00	0.00	316.90	316.90
1/03/2016	Qtly Levy - 1 March to 31 May 2016	1,140.75	78.20	0.00	0.00	1,218.95	1,535.85
29/03/2016	Levy payment for 42/38996	-1,135.51	-394.74	0.00	5.60	-1,535.85	5.60
1/06/2016	Qtly Levy - 1 June to 31 August 2016	1,140.75	78.20	0.00	0.00	1,218.95	1,224.55
1/06/2016	Levy payment for 42/38996	-1,145.99	-78.56	0.00	0.21	-1,224.76	0.00
1/09/2016	Qtly Levy - 1 Sept to 30 November 2016	1,140.75	78.20	0.00	0.00	1,218.95	1,218.95
1/09/2016	Levy payment for 42/38996	-1,140.75	-78.20	0.00	0.00	-1,218.95	0.00
1/12/2016	Qtly Levy - 1 Dec to 28 Feb 2017	1,126.20	75.55	0.00	0.00	1,201.75	1,201.75
23/12/2016	Levy payment for 42/38996	-1,126.20	-75.55	0.00	0.00	-1,201.75	0.00
1/03/2017	Quarterly Levy - 1 March 2017	1,126.25	75.65	0.00	0.00	1,201.90	1,201.90
1/03/2017	Levy payment for 42/38996	-1,126.25	-75.65	-8.10	0.00	-1,210.00	-8.10
9/05/2017	Allocation of unallocated money for 42/38996	-7.54	-0.56	8.10	0.00	0.00	-8.10
1/06/2017	Quarterly Levy - Period 3	1,013.70	75.70	0.00	0.00	1,089.40	1,081.30
21/06/2017	Levy payment for 42/38996	-1,006.16	-75.14	0.00	0.00	-1,081.30	0.00

Date	Details	Administrative Fund due/paid	Reserve Fund due/paid	Unallocated	Interest paid	Total	Balance (-)prepaid
1/09/2017	Quarterly Levy - Period 4	1,013.70	75.70	0.00	0.00	1,089.40	1,089.40
6/11/2017	Levy payment for 42/38996	-0.43	-0.03	0.00	29.54	-30.00	1,088.94
6/11/2017	Levy payment for 42/38996	-1,013.70	-75.70	0.00	0.00	-1,089.40	-0.46
1/12/2017	Quarterly Levy - Period 1	1,069.90	75.60	0.00	0.00	1,145.50	1,145.04
1/12/2017	Levy payment for 42/38996	-1,069.47	-75.57	-0.46	0.00	-1,145.50	-0.46
7/02/2018	Allocation of unallocated money for 42/38996	-0.43	-0.03	0.46	0.00	0.00	-0.46
1/03/2018	Quarterly Levy - Period 2	1,069.95	75.60	0.00	0.00	1,145.55	1,145.09
1/03/2018	Levy payment for 42/38996	-1,069.52	-75.57	0.00	0.00	-1,145.09	0.00
1/04/2018	Special Levy re refurbishments per AGM	0.00	550.00	0.00	0.00	550.00	550.00
15/05/2018	Levy payment for 42/38996	-9.62	-550.55	0.00	0.00	-560.17	-10.17
1/06/2018	Quarterly Levy - Period 3	1,315.85	75.65	0.00	0.00	1,391.50	1,381.33
1/06/2018	Levy payment for 42/38996	-1,328.89	-626.40	0.00	0.00	-1,955.29	-573.96
21/08/2018	Levy cancellation for 42/38996	0.00	550.00	-550.00	0.00	0.00	-573.96
21/08/2018	Allocation of unallocated money for 42/38996	0.00	-550.00	550.00	0.00	0.00	-573.96
1/09/2018	Quarterly Levy - Period 4	1,315.85	75.65	0.00	0.00	1,391.50	817.54
1/10/2018	Refurb. s/levy per AGM - Final Payment	0.00	550.00	0.00	0.00	550.00	1,367.54
1/10/2018	Levy payment for 42/38996	-1,293.19	-74.35	0.00	0.00	-1,367.54	0.00
1/12/2018	Qtrly Levy - Period 1 - Dec/Feb	1,192.90	75.60	0.00	0.00	1,268.50	1,268.50
3/12/2018	Levy payment for 42/38996	-1,192.90	-75.60	0.00	0.00	-1,268.50	0.00
1/03/2019	Qtrly Levy - Period 2 - Mar/May	1,192.90	75.65	0.00	0.00	1,268.55	1,268.55
5/03/2019	Levy payment for 42/38996	-1,192.90	-75.65	0.00	0.00	-1,268.55	0.00
1/06/2019	Qtrly Levy - Period 3 - Jun/Aug	1,192.90	75.65	0.00	0.00	1,268.55	1,268.55
1/09/2019	Qtrly Levy - Period 4 - Sep/Nov	1,192.90	75.65	0.00	0.00	1,268.55	2,537.10
6/09/2019	Lot 42: Debt recovery Stage 2	22.00	0.00	0.00	0.00	22.00	2,559.10
12/09/2019	Levy payment for 42/38996	-2,407.80	-151.30	-0.52	53.69	-2,613.31	-0.52
11/11/2019	Allocation of unallocated money for 42/38996	-0.49	-0.03	0.52	0.00	0.00	-0.52
1/12/2019	Qtrly Levy - Period 1 - Dec/Feb	1,192.85	75.60	0.00	0.00	1,268.45	1,267.93
15/01/2020	Levy payment for 42/38996	-1,187.95	-75.29	0.00	23.45	-1,286.69	4.69
27/02/2020	Interest adjustment	-4.41	-0.28	0.00	0.08	-4.77	0.00
1/03/2020	Qtrly Levy - Period 2 - Mar/May	1,193.30	75.65	0.00	0.00	1,268.95	1,268.95
1/06/2020	Qtrly Levy - Period 3 (Jun/Aug)	1,375.80	105.90	0.00	0.00	1,481.70	2,750.65
7/07/2020	Lot 42: Debt recovery Stage 2	22.00	0.00	0.00	0.00	22.00	2,772.65
6/08/2020	Lot 42: Debt recovery Stage 3	88.00	0.00	0.00	0.00	88.00	2,860.65
1/09/2020	Qtrly Levy - Period 4 (Sep/Nov)	1,375.80	105.90	0.00	0.00	1,481.70	4,342.35
4/09/2020	Levy payment for 42/38996	-2,662.92	-180.31	0.00	122.42	-2,965.65	1,499.12
1/12/2020	Qtrly Levy - Period 1	1,284.37	90.70	0.00	0.00	1,375.07	2,874.19
4/12/2020	Levy payment for 42/38996	-2,675.08	-197.75	0.00	42.45	-2,915.28	1.36
1/03/2021	Qtrly Levy - Period 2 - Mar/May	1,284.45	90.75	0.00	0.00	1,375.20	1,376.56
1/03/2021	Levy payment for 42/38996	-1,285.69	-90.84	0.00	0.03	-1,376.56	0.03
1/06/2021	Qtrly Levy - Period 3 - Jun/Aug	1,284.45	272.30	0.00	0.00	1,556.75	1,556.78
25/08/2021	Levy payment for 42/38996	-1,315.45	-278.86	0.00	0.00	-1,594.31	-37.53
1/09/2021	Qtrly Levy - Period 4 - Sep/Nov	1,284.45	272.30	0.00	0.00	1,556.75	1,519.22
1/09/2021	10 Year Plan levy (20 qtrs from 7/9/21)	0.00	550.00	0.00	0.00	550.00	2,069.22
13/09/2021	Levy payment for 42/38996	-1,253.48	-2,453.21	0.00	0.00	-3,706.69	-1,637.47
1/12/2021	10 Year Plan levy (20 qtrs from 7/9/21)	0.00	550.00	0.00	0.00	550.00	-1,087.47
1/12/2021	Qtrly Levy - Period 1 - Dec/Feb	1,284.40	181.45	0.00	0.00	1,465.85	378.38
2/12/2021	Levy payment for 42/38996	-1,284.40	-181.45	0.00	0.00	-1,465.85	-1,087.47
1/03/2022	10 Year Plan levy (20 qtrs from 7/9/21)	0.00	550.00	0.00	0.00	550.00	-537.47
1/03/2022	Qtrly Levy - Period 2 - Mar/May	1,284.40	181.50	0.00	0.00	1,465.90	928.43

Date	Details	Administrative Fund due/paid	Reserve Fund due/paid	Unallocated	Interest paid	Total	Balance (-)prepaid
2/03/2022	Levy payment for 42/38996	-1,284.40	-181.50	0.00	0.00	-1,465.90	-537.47
1/06/2022	10 Year Plan levy (20 qtrs from 7/9/21)	0.00	550.00	0.00	0.00	550.00	12.53
1/06/2022	Qtrly Levy - Period 3 - Jun/Aug	830.70	181.55	0.00	0.00	1,012.25	1,024.78
1/06/2022	Levy payment for 42/38996	-830.70	-194.08	0.00	0.00	-1,024.78	0.00
1/09/2022	10 Year Plan levy (20 qtrs from 7/9/21)	0.00	550.00	0.00	0.00	550.00	550.00
1/09/2022	Qtrly Levy - Period 4 - Sep/Nov	830.70	181.55	0.00	0.00	1,012.25	1,562.25
2/09/2022	Levy payment for 42/38996	-830.70	-731.55	0.00	0.00	-1,562.25	0.00
17/11/2022	Lot 42: Perth Parking Licence - 2022/2023 Ex. Govt of WA DOT Applicable to non BA10 holders	1,213.50	0.00	0.00	0.00	1,213.50	1,213.50
1/12/2022	10 Year Plan levy (20 qtrs from 7/9/21)	0.00	550.00	0.00	0.00	550.00	1,763.50
1/12/2022	Qtrly Levy - Period 1 - Dec/Feb	1,057.50	181.45	0.00	0.00	1,238.95	3,002.45
9/12/2022	Levy payment for 42/38996	-2,271.00	-731.45	0.00	0.00	-3,002.45	0.00
1/03/2023	10 Year Plan levy (20 qtrs from 7/9/21)	0.00	550.00	0.00	0.00	550.00	550.00
1/03/2023	Qtrly Levy - Period 2 - Mar/May	1,057.55	181.50	0.00	0.00	1,239.05	1,789.05
1/03/2023	Levy payment for 42/38996	-1,057.55	-731.50	0.00	0.00	-1,789.05	0.00
31/05/2023	Levy payment for 42/38996	-1,057.55	-731.50	0.00	0.00	-1,789.05	-1,789.05
1/06/2023	10 Year Plan levy (20 qtrs from 7/9/21)	0.00	550.00	0.00	0.00	550.00	-1,239.05
1/06/2023	Qtrly Levy - Period 3 - Jun/Aug	1,057.55	181.50	0.00	0.00	1,239.05	0.00
1/09/2023	10 Year Plan levy (20 qtrs from 7/9/21)	0.00	550.00	0.00	0.00	550.00	550.00
1/09/2023	Qtrly Levy - Period 4 - Sep/Nov	1,057.55	181.55	0.00	0.00	1,239.10	1,789.10
14/11/2023	Lot 42: Perth Parking Licence	1,240.90	0.00	0.00	0.00	1,240.90	3,030.00
1/12/2023	10 Year Plan levy (20 qtrs from 7/9/21)	0.00	550.00	0.00	0.00	550.00	3,580.00
1/12/2023	Qtrly Levy - Period 1 - Dec/Feb	1,057.55	181.50	0.00	0.00	1,239.05	4,819.05
11/01/2024	Lot 42: Debt recovery Stage 2	22.00	0.00	0.00	0.00	22.00	4,841.05
24/01/2024	Levy payment for 42/38996	-3,375.74	-1,462.66	0.00	78.17	-4,916.57	2.65
22/02/2024	Interest adjustment	-2.20	-0.38	0.00	0.07	-2.65	0.07
29/02/2024	Levy payment for 42/38996	-1,057.61	-734.16	0.00	0.00	-1,791.77	-1,791.70
1/03/2024	10 Year Plan levy (20 qtrs from 7/9/21)	0.00	550.00	0.00	0.00	550.00	-1,241.70
1/03/2024	Qtrly Levy - Period 2 - Mar/May	1,057.55	181.50	0.00	0.00	1,239.05	-2.65
1/06/2024	10 Year Plan levy (20 qtrs from 7/9/21)	0.00	550.00	0.00	0.00	550.00	547.35
1/06/2024	Qtrly Levy - Period 3 - Jun/Aug	1,099.90	181.50	0.00	0.00	1,281.40	1,828.75
1/09/2024	10 Year Plan levy (20 qtrs from 7/9/21)	0.00	550.00	0.00	0.00	550.00	2,378.75
1/09/2024	Qtrly Levy - Period 4 - Sep/Nov	1,099.90	181.50	0.00	0.00	1,281.40	3,660.15
1/12/2024	10 Year Plan levy (20 qtrs from 7/9/21)	0.00	550.00	0.00	0.00	550.00	
1/03/2025	10 Year Plan levy (20 qtrs from 7/9/21)	0.00	550.00	0.00	0.00	550.00	
1/06/2025	10 Year Plan levy (20 qtrs from 7/9/21)	0.00	550.00	0.00	0.00	550.00	
1/09/2025	10 Year Plan levy (20 qtrs from 7/9/21)	0.00	550.00	0.00	0.00	550.00	
1/12/2025	10 Year Plan levy (20 qtrs from 7/9/21)	0.00	550.00	0.00	0.00	550.00	
1/03/2026	10 Year Plan levy (20 qtrs from 7/9/21)	0.00	550.00	0.00	0.00	550.00	
1/06/2026	10 Year Plan levy (20 qtrs from 7/9/21)	0.00	550.00	0.00	0.00	550.00	



## ANNUAL REPORTS

for the financial year to 30/11/2023

Strata Scheme 38996

Alderney on Hay, 193 Hay Street, EAST PERTH WA 6004

Manager: Alastair Cornish

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## Balance Sheet (detailed)

### As at 30/11/2023

Alderney on Hay SP 38996 The Owners of,

Alderney on Hay, 193 Hay Street, EAST PERTH WA  
6004

	Current period
<b>Owners' funds</b>	
<b>Administrative Fund</b>	
Operating Surplus/Deficit--Admin	(14,713.83)
Owners Equity--Admin	92,863.83
	78,150.00
<b>Reserve Fund</b>	
Operating Surplus/Deficit--Sinking	80,600.54
Owners Equity--Sinking	328,605.19
	409,205.73
<b>Net owners' funds</b>	<b>\$487,355.73</b>
<b>Represented by:</b>	
<b>Assets</b>	
<b>Administrative Fund</b>	
Cash at Bank--Admin	102,847.28
Receivable--Levies--Admin	5,260.88
Receivable--Owners--Admin	6,105.50
	114,213.66
<b>Reserve Fund</b>	
Cash at Bank--Sinking	250,844.04
Investments--Sinking	101,445.39
Receivable--Levies--Sinking	945.60
Receivable--Levies (Special)--Sinking	853.04
Investment 2 --Sinking	100,000.00
	454,088.07
<b>Unallocated Money</b>	
Cash at Bank--Unallocated	1,213.50
	1,213.50
<i>Total assets</i>	569,515.23
<b>Less liabilities</b>	
<b>Administrative Fund</b>	
Creditor--GST--Admin	(5,087.78)
Prepaid Levies--Admin	41,151.44
	36,063.66
<b>Reserve Fund</b>	
Creditor--GST--Sinking	(2,167.85)
Prepaid Levies--Sinking	7,062.51
Prepaid Levies (Special)--Sinking	39,987.68
	44,882.34
<b>Unallocated Money</b>	
Prepaid Levies--Unallocated	1,213.50
	1,213.50



	<b>Current period</b>
<i>Total liabilities</i>	<u>82,159.50</u>
<b>Net assets</b>	<u><b>\$487,355.73</b></u>

## Income & Expenditure Statement for the financial year to 30/11/2023

Alderney on Hay SP 38996 The Owners of,

Alderney on Hay, 193 Hay Street, EAST PERTH WA  
 6004

### Administrative Fund

	Current period	Annual budget	Previous year
	01/12/2022-30/11/2023	01/12/2022-30/11/2023	01/12/2021-30/11/2022
<b>Revenue</b>			
Interest on Arrears--Admin	626.84	1,400.00	1,203.58
Levies Due--Admin	349,600.75	349,600.00	349,603.57
Recovery--License--Parking	0.00	70,000.00	62,881.26
<i>Total revenue</i>	350,227.59	421,000.00	413,688.41
<b>Less expenses</b>			
Admin--Accounting	2,500.00	2,500.00	2,500.00
Admin--Agent Disburst--Postage & Sundries	549.92	600.00	599.99
Admin--Consultants	3,000.00	3,500.00	0.00
Admin--Management Fees--Standard	19,900.00	19,900.00	19,900.00
Admin--Meeting Fees	499.92	500.00	499.92
Admin--Status Certificate Fees Paid	(140.00)	0.00	280.00
Admin--Telephone Charges--Fire Protection	1,710.00	1,800.00	1,710.00
Insurance--Premiums	84,349.19	90,000.00	83,424.35
Insurance--Valuation	1,000.00	1,000.00	0.00
Maint Bldg--Building Report	0.00	700.00	0.00
Maint Bldg--Carpet	12,875.00	7,000.00	1,500.00
Maint Bldg--Cleaning	77,024.87	65,000.00	61,618.15
Maint Bldg--Cleaning--Equipment	722.45	1,500.00	2,059.35
Maint Bldg--Cleaning--Materials	5,456.24	4,000.00	5,105.90
Maint Bldg--Cleaning--Windows/Glass	0.00	2,000.00	3,866.22
Maint Bldg--Electrical	4,902.16	6,000.00	5,703.22
Maint Bldg--Fire Protection	24,477.62	22,000.00	21,952.66
Maint Bldg--General Repairs	8,495.84	12,000.00	7,955.14
Maint Bldg--Glass	2,864.00	2,000.00	634.60
Maint Bldg--Gym Equipment	5,220.82	4,500.00	1,514.73
Maint Bldg--Intercom	4,223.75	40,000.00	0.00
Maint Bldg--Lift--Maintenance Contract	17,842.24	16,000.00	13,832.63
Maint Bldg--Lift--Telephone	0.00	0.00	400.00
Maint Bldg--Locks, Keys & Card Keys	4,472.63	3,000.00	790.92
Maint Bldg--Painting & Surface Finishes	4,184.32	4,500.00	1,324.00
Maint Bldg--Pest/Vermin Control	727.28	1,000.00	0.00
Maint Bldg--Plumbing & Drainage	12,258.24	6,000.00	4,826.97
Maint Bldg--Security Gates/Doors	80.00	1,000.00	623.35
Maint Bldg--Security Surveillance Equipment	2,481.82	3,500.00	6,736.36
Maint Grounds--Gates & Remotes	1,219.10	3,500.00	603.66
Maint Grounds--Pool	9,572.33	15,000.00	14,701.68

**Administrative Fund**

	<b>Current period</b>	<b>Annual budget</b>	<b>Previous year</b>
	01/12/2022-30/11/2023	01/12/2022-30/11/2023	01/12/2021-30/11/2022
Prior Period GST Expense Adjustment-Admin	5,416.28	0.00	0.00
Utility--Council Rates (Parking)	(112.57)	70,000.00	75,701.00
Utility--Electricity	28,192.37	32,000.00	28,011.09
Utility--Gas	1,999.50	5,000.00	149.12
Utility--Waste Management	0.00	0.00	(3,351.00)
Utility--Water & Sewerage	16,976.10	30,000.00	25,251.17
<i>Total expenses</i>	364,941.42	477,000.00	390,425.18
<b>Surplus/Deficit</b>	(14,713.83)	(56,000.00)	23,263.23
Opening balance	92,863.83	92,863.83	69,600.60
<b>Closing balance</b>	<b>\$78,150.00</b>	<b>\$36,863.83</b>	<b>\$92,863.83</b>

**Reserve Fund**

	<b>Current period</b>	<b>Annual budget</b>	<b>Previous year</b>
	01/12/2022-30/11/2023	01/12/2022-30/11/2023	01/12/2021-30/11/2022
<b>Revenue</b>			
Interest on Arrears--Reserve	448.70	0.00	744.36
Interest on Investments--Reserve	1,445.39	0.00	0.00
Levies Due (Special)--Reserve	181,817.56	181,818.00	181,817.56
Levies Due--Reserve	60,000.65	60,000.00	60,004.50
<i>Total revenue</i>	243,712.30	241,818.00	242,566.42
<b>Less expenses</b>			
Maint Bldg--Fire Protection	4,600.00	0.00	0.00
Maint Bldg--Lift--Refurbishment/Upgrading	0.00	0.00	6,100.00
Maint Bldg--Painting & Surface Finishes	67,245.54	50,000.00	0.00
Maint Bldg--Roof - Gutters	9,100.00	0.00	0.00
Maint Bldg--Waterproofing	14,133.00	30,000.00	6,057.00
Maint Grounds--Pool Renovation	52,868.18	30,000.00	0.00
Prior Period GST Expense Adjustment-Sinking	15,165.04	0.00	0.00
<i>Total expenses</i>	163,111.76	110,000.00	12,157.00
<b>Surplus/Deficit</b>	80,600.54	131,818.00	230,409.42
Opening balance	328,605.19	328,605.19	98,195.77
<b>Closing balance</b>	<b>\$409,205.73</b>	<b>\$460,423.19</b>	<b>\$328,605.19</b>

## Proposed Budget to apply from 01/12/2023

Alderney on Hay SP 38996 The Owners of,

Alderney on Hay, 193 Hay Street, EAST PERTH WA  
6004

### General

#### Administrative Fund

	<b>Proposed budget</b>	<b>Actual</b>	<b>Previous budget</b>
	01/12/2022-30/11/2023		
<b>Revenue</b>			
Interest on Arrears--Admin	1,000.00	626.84	1,400.00
Levies Due--Admin	356,600.00	349,600.75	349,600.00
Recovery--License--Parking	65,000.00	0.00	70,000.00
<i>Total revenue</i>	422,600.00	350,227.59	421,000.00
<b>Less expenses</b>			
Admin--Accounting	2,500.00	2,500.00	2,500.00
Admin--Agent Disburst--Postage & Sundries	600.00	549.92	600.00
Admin--Consultants	5,500.00	3,000.00	3,500.00
Admin--Management Fees--Standard	20,000.00	19,900.00	19,900.00
Admin--Meeting Fees	500.00	499.92	500.00
Admin--Status Certificate Fees Paid	0.00	(140.00)	0.00
Admin--Telephone Charges--Fire Protection	1,800.00	1,710.00	1,800.00
Insurance--Premiums	84,700.00	84,349.19	90,000.00
Insurance--Valuation	0.00	1,000.00	1,000.00
Maint Bldg--Building Report	0.00	0.00	700.00
Maint Bldg--Carpet	7,000.00	12,875.00	7,000.00
Maint Bldg--Cleaning	70,000.00	77,024.87	65,000.00
Maint Bldg--Cleaning--Equipment	0.00	722.45	1,500.00
Maint Bldg--Cleaning--Materials	5,500.00	5,456.24	4,000.00
Maint Bldg--Cleaning--Windows/Glass	2,000.00	0.00	2,000.00
Maint Bldg--Electrical	6,000.00	4,902.16	6,000.00
Maint Bldg--Fire Protection	24,000.00	24,477.62	22,000.00
Maint Bldg--General Repairs	13,000.00	8,495.84	12,000.00
Maint Bldg--Glass	2,000.00	2,864.00	2,000.00
Maint Bldg--Gym Equipment	4,000.00	5,220.82	4,500.00
Maint Bldg--Intercom	1,000.00	4,223.75	40,000.00
Maint Bldg--Lift--Maintenance Contract	16,000.00	17,842.24	16,000.00
Maint Bldg--Locks, Keys & Card Keys	3,500.00	4,472.63	3,000.00
Maint Bldg--Painting & Surface Finishes	4,500.00	4,184.32	4,500.00
Maint Bldg--Pest/Vermin Control	1,000.00	727.28	1,000.00
Maint Bldg--Plumbing & Drainage	6,000.00	12,258.24	6,000.00
Maint Bldg--Security Gates/Doors	1,000.00	80.00	1,000.00
Maint Bldg--Security Surveillance Equipment	40,000.00	2,481.82	3,500.00
Maint Grounds--Gates & Remotes	3,500.00	1,219.10	3,500.00
Maint Grounds--Pool	13,000.00	9,572.33	15,000.00
Prior Period GST Expense Adjustment-Admin	0.00	5,416.28	0.00

Utility--Council Rates (Parking)	65,000.00	(112.57)	70,000.00
Utility--Electricity	32,000.00	28,192.37	32,000.00
Utility--Gas	5,000.00	1,999.50	5,000.00
Utility--Water & Sewerage	22,000.00	16,976.10	30,000.00
<i>Total expenses</i>	462,600.00	364,941.42	477,000.00
<b>Surplus/Deficit</b>	(40,000.00)	(14,713.83)	(56,000.00)
Opening balance	78,150.00	92,863.83	92,863.83
<b>Closing balance</b>	\$38,150.00	\$78,150.00	\$36,863.83
Total units of entitlement	1000		1000
Levy contribution per unit entitlement	\$392.26		\$384.56
Budgeted standard levy revenue	356,600.00		349,600.00
Add GST	35,660.00		34,960.00
Amount to raise in levies including GST	\$392,260.00		\$384,560.00

**General****Reserve Fund****Proposed  
budget**

01/12/2022-30/11/2023

**Actual****Previous  
budget****Revenue**

Interest on Arrears--Reserve	500.00	448.70	0.00
Interest on Investments--Reserve	5,000.00	1,445.39	0.00
Levies Due (Special)--Reserve	181,818.00	181,817.56	181,818.00
Levies Due--Reserve	60,000.00	60,000.65	60,000.00
<i>Total revenue</i>	<u>247,318.00</u>	<u>243,712.30</u>	<u>241,818.00</u>

**Less expenses**

Maint Bldg--Fire Protection	15,000.00	4,600.00	0.00
Maint Bldg--General Replacement	45,000.00	0.00	0.00
Maint Bldg--Painting & Surface Finishes	50,000.00	67,245.54	50,000.00
Maint Bldg--Roof - Gutters	0.00	9,100.00	0.00
Maint Bldg--Waterproofing	0.00	14,133.00	30,000.00
Maint Grounds--Pool Renovation	0.00	52,868.18	30,000.00
Prior Period GST Expense Adjustment-Sinking	0.00	15,165.04	0.00
<i>Total expenses</i>	<u>110,000.00</u>	<u>163,111.76</u>	<u>110,000.00</u>

**Surplus/Deficit**

	<u>137,318.00</u>	<u>80,600.54</u>	<u>131,818.00</u>
Opening balance	409,205.73	328,605.19	328,605.19

**Closing balance**

	<u>\$546,523.73</u>	<u>\$409,205.73</u>	<u>\$460,423.19</u>
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Total units of entitlement	1000		1000
Levy contribution per unit entitlement	\$66.00		\$66.00

Budgeted standard levy revenue	60,000.00		60,000.00
Add GST	6,000.00		6,000.00
Amount to raise in levies including GST	<u>\$66,000.00</u>		<u>\$66,000.00</u>

## Proposed Levy Schedule to apply from 01/12/2023

Alderney on Hay SP 38996 The Owners of,

Alderney on Hay, 193 Hay Street, EAST PERTH WA  
6004

### General

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

Lot	Unit	Unit Entitlement	Admin Fund	Reserve Fund	Quarterly Total	Annual Total
1	1	11.00	1,078.75	181.50	1,260.25	5,041.00
2	2	11.00	1,078.75	181.50	1,260.25	5,041.00
3	3	11.00	1,078.75	181.50	1,260.25	5,041.00
4	4	11.00	1,078.75	181.50	1,260.25	5,041.00
5	5	11.00	1,078.75	181.50	1,260.25	5,041.00
6	6	11.00	1,078.75	181.50	1,260.25	5,041.00
7	7	11.00	1,078.75	181.50	1,260.25	5,041.00
8	8	10.00	980.65	165.00	1,145.65	4,582.60
9	9	11.00	1,078.75	181.50	1,260.25	5,041.00
10	10	11.00	1,078.75	181.50	1,260.25	5,041.00
11	11	11.00	1,078.75	181.50	1,260.25	5,041.00
12	12	11.00	1,078.75	181.50	1,260.25	5,041.00
13	12a	11.00	1,078.75	181.50	1,260.25	5,041.00
14	14	11.00	1,078.75	181.50	1,260.25	5,041.00
15	15	11.00	1,078.75	181.50	1,260.25	5,041.00
16	16	12.00	1,176.80	198.00	1,374.80	5,499.20
17	17	11.00	1,078.75	181.50	1,260.25	5,041.00
18	18	11.00	1,078.75	181.50	1,260.25	5,041.00
19	19	11.00	1,078.75	181.50	1,260.25	5,041.00
20	20	12.00	1,176.80	198.00	1,374.80	5,499.20
21	21	12.00	1,176.80	198.00	1,374.80	5,499.20
22	22	11.00	1,078.75	181.50	1,260.25	5,041.00
23	23	11.00	1,078.75	181.50	1,260.25	5,041.00
24	24	11.00	1,078.75	181.50	1,260.25	5,041.00
25	25	12.00	1,176.80	198.00	1,374.80	5,499.20
26	26	12.00	1,176.80	198.00	1,374.80	5,499.20
27	27	12.00	1,176.80	198.00	1,374.80	5,499.20
28	28	12.00	1,176.80	198.00	1,374.80	5,499.20
29	29	12.00	1,176.80	198.00	1,374.80	5,499.20
30	30	12.00	1,176.80	198.00	1,374.80	5,499.20
31	31	12.00	1,176.80	198.00	1,374.80	5,499.20
32	32	11.00	1,078.75	181.50	1,260.25	5,041.00
33	33	11.00	1,078.75	181.50	1,260.25	5,041.00
34	34	11.00	1,078.75	181.50	1,260.25	5,041.00
35	35	12.00	1,176.80	198.00	1,374.80	5,499.20



36	36	12.00	1,176.80	198.00	1,374.80	5,499.20
37	37	12.00	1,176.80	198.00	1,374.80	5,499.20
38	38	12.00	1,176.80	198.00	1,374.80	5,499.20
39	39	12.00	1,176.80	198.00	1,374.80	5,499.20
40	40	12.00	1,176.80	198.00	1,374.80	5,499.20
41	41	12.00	1,176.80	198.00	1,374.80	5,499.20
42	42	11.00	1,078.75	181.50	1,260.25	5,041.00
43	43	11.00	1,078.75	181.50	1,260.25	5,041.00
44	44	11.00	1,078.75	181.50	1,260.25	5,041.00
45	45	12.00	1,176.80	198.00	1,374.80	5,499.20
46	46	12.00	1,176.80	198.00	1,374.80	5,499.20
47	47	12.00	1,176.80	198.00	1,374.80	5,499.20
48	48	12.00	1,176.80	198.00	1,374.80	5,499.20
49	49	12.00	1,176.80	198.00	1,374.80	5,499.20
50	50	12.00	1,176.80	198.00	1,374.80	5,499.20
51	51	12.00	1,176.80	198.00	1,374.80	5,499.20
52	52	12.00	1,176.80	198.00	1,374.80	5,499.20
53	53	12.00	1,176.80	198.00	1,374.80	5,499.20
54	54	12.00	1,176.80	198.00	1,374.80	5,499.20
55	55	12.00	1,176.80	198.00	1,374.80	5,499.20
56	56	13.00	1,274.85	214.50	1,489.35	5,957.40
57	57	12.00	1,176.80	198.00	1,374.80	5,499.20
58	58	12.00	1,176.80	198.00	1,374.80	5,499.20
59	59	12.00	1,176.80	198.00	1,374.80	5,499.20
60	60	13.00	1,274.85	214.50	1,489.35	5,957.40
61	61	13.00	1,274.85	214.50	1,489.35	5,957.40
62	62	12.00	1,176.80	198.00	1,374.80	5,499.20
63	63	12.00	1,176.80	198.00	1,374.80	5,499.20
64	64	12.00	1,176.80	198.00	1,374.80	5,499.20
65	65	13.00	1,274.85	214.50	1,489.35	5,957.40
66	66	14.00	1,372.95	231.00	1,603.95	6,415.80
67	67	13.00	1,274.85	214.50	1,489.35	5,957.40
68	68	13.00	1,274.85	214.50	1,489.35	5,957.40
69	69	13.00	1,274.85	214.50	1,489.35	5,957.40
70	70	14.00	1,372.95	231.00	1,603.95	6,415.80
71	71	14.00	1,372.95	231.00	1,603.95	6,415.80
72	72	13.00	1,274.85	214.50	1,489.35	5,957.40
73	73	13.00	1,274.85	214.50	1,489.35	5,957.40
74	74	13.00	1,274.85	214.50	1,489.35	5,957.40
75	75	14.00	1,372.95	231.00	1,603.95	6,415.80
76	76	15.00	1,471.00	247.50	1,718.50	6,874.00
77	77	14.00	1,372.95	231.00	1,603.95	6,415.80
78	78	14.00	1,372.95	231.00	1,603.95	6,415.80
79	79	14.00	1,372.95	231.00	1,603.95	6,415.80
80	80	15.00	1,471.00	247.50	1,718.50	6,874.00
81	81	6.00	588.40	99.00	687.40	2,749.60

82	82	7.00	686.50	115.50	802.00	3,208.00
83	83	6.00	588.40	99.00	687.40	2,749.60
84	84	15.00	1,471.00	247.50	1,718.50	6,874.00
85	85	4.00	392.30	66.00	458.30	1,833.20
		<b>1,000.00</b>	<b>\$98,067.10</b>	<b>\$16,500.00</b>	<b>\$114,567.10</b>	<b>\$458,268.40</b>

## Certificate of Currency

<b>Insured:</b>	SP 38996
<b>Policy Number:</b>	05GSo13951
<b>Policy Period:</b>	From: 4PM on 17/11/2023 To: 4PM on 17/11/2024
<b>Particulars Of Insurance:</b>	Commercial Strata Insurance
<b>Location:</b>	193 Hay Street, East Perth WA 6004
<b>Sum Insured:</b>	
Building & Common property	\$55,958,423
Temporary Accommodation and Loss of Rent	\$8,310,657
1. Declared Catastrophe Extension	30%
General Liability	\$20,000,000
Crime Insurance	\$100,000
Machinery Breakdown	\$100,000
Management Committee Liability	\$1,000,000
Voluntary Workers (in the aggregate any one period)	\$500,000
Voluntary Workers (per volunteer)	\$200,000
Professional Expenses (in the aggregate any one period)	\$25,000
<b>Chubb Proportion:</b>	100%
<b>Date:</b>	17 October 2023

All the values on this Certificate of Currency are correct as at 17 October 2023 and may only be subject to change within the Policy Period by written agreement between the Insurer and the Insured.

This Certificate is furnished as a matter of information only and does not constitute an insurance contract upon which claims can be made.

The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.



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