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

REIWA
REAL ESTATE INSTITUTE OF WESTERN AUSTRALIA
APPROVED BY THE REAL ESTATE INSTITUTE OF WESTERN AUSTRALIA (INC.)
COPYRIGHT © REIWA 2025
FOR USE BY REIWA MEMBERS
000011216488
firstnational Genesis

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 and additional Duty will be payable. Any non Australian resident will need to give the ATO notice of their purchase within 30 days after settlement.
WARNING - A Withholding Amount **may** apply to this Contract (see 2022 General Condition 3.7).
WARNING - If GST is relevant to this transaction then the relevant GST provision should be outlined in the Special Conditions or in an attached GST Annexure, which forms part of this Contract.

TO: BJK Genesis Property Pty Ltd
Address 6/160 Scarborough Beach Road
Suburb Mount Hawthorn State WA Postcode 6016
As Agent for the Seller / ~~Buyer~~

THE BUYER
Name
Address
Suburb State Postcode
Name
Address
Suburb State Postcode
EMAIL: The Buyer consents to Notices being served at:

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

☐ Sole owner ☐ Joint Tenants ☐ Tenants in Common specify the undivided shares

SCHEDULE

The **Property** at:
Address 2/168 Banksia Street
Suburb Tuart Hill State WA Postcode 6060
Lot 2 ~~Deposited/Survey~~/Strata/~~Diagram~~/Plan 11382 Whole / ~~Part~~ Vol 1645 Folio 637
A **deposit** of $ of which $ 0 is paid now and $ to be paid within 7 days of acceptance
to be held by First National Real Estate Genesis
("the Deposit Holder"). The balance of the Purchase Price to be paid on the Settlement Date.

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

GST WITHHOLDING

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

FINANCE CLAUSE IS APPLICABLE

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

FINANCE CLAUSE IS NOT APPLICABLE

Signature of the Buyer if Finance Clause IS NOT applicable

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

REIWA
REAL ESTATE INSTITUTE OF WESTERN AUSTRALIA
APPROVED BY THE REAL ESTATE INSTITUTE OF WESTERN AUSTRALIA (INC.)
COPYRIGHT © REIWA 2025
FOR USE BY REIWA MEMBERS
000011216488
firstnational Genesis

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 together with the Annexure of Changes to the 2022 General Conditions Caused by changes to the transfer of Land Act 1893 are incorporated into this Contract so far as they are not varied by or inconsistent with the Conditions or Special Conditions of this Contract.
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.

REIWA
REAL ESTATE INSTITUTE OF WESTERN AUSTRALIA
APPROVED BY THE REAL ESTATE INSTITUTE OF WESTERN AUSTRALIA (INC.)
COPYRIGHT © REIWA 2025
FOR USE BY REIWA MEMBERS
000011216488
firstnational Genesis

SPECIAL CONDITIONS - Continued

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

Signature	Date	Signature	Date
Signature	Date	Signature	Date

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

Name	Shaun Jeremy Markovic				
Address	2/168 Banksia Street				
Suburb	Tuart Hill	State	WA	Postcode	6060
Name					
Address					
Suburb		State		Postcode	

EMAIL: The Seller consents to Notices being served at:

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

Signature	Date	Signature	Date
Signature	Date	Signature	Date

RECEIPT OF DOCUMENTS

The Buyer acknowledges receipt of the following documents:

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

Signature	Signature

RECEIPT OF DOCUMENTS

The Seller acknowledges receipt of the following documents:

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

Signature	Signature

CONVEYANCER (Legal Practitioner/Settlement Agent)

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

	BUYER'S REPRESENTATIVE	SELLER'S REPRESENTATIVE
Name		
Signature		

COPYRIGHT
The copyright of this Contract by Offer and Acceptance is the property of the Real Estate Institute of Western Australia (Inc.) ("REIWA") and neither the form nor any part of it may be used or reproduced by any method whatsoever or incorporated by reference or in any manner whatsoever in any other document without the consent of the REIWA. 01/25

APPROVED BY
THE REAL ESTATE INSTITUTE
OF WESTERN AUSTRALIA (INC.)
COPYRIGHT © REIWA 2023
FOR USE BY REIWA MEMBERS
000011216488

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

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

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

Buyer

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Seller

Signature _____

Name Shaun Jeremy Markovic

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR MAJOR STRUCTURAL DEFECTS

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

ANNEXURE A

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

2/168 Banksia Street, Tuart Hill WA 6060

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

1. The Buyer may at their expense obtain a written Report on any Major Structural Defects of the residential building and of the following described areas Located upon the Property ("**Building**"). If nothing is completed in the blank space then the Building will be the residential Building only.

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

(a*) / / **OR** (b*) 14 days after acceptance ("Date")

3. If the Buyer, and Seller Agent or Seller or Seller Representative do not receive the Report before the Date then the Buyer will be deemed to have waived the benefit of this Annexure. Time is of the essence.
4. If the Report identifies Major Structural Defects to the Property's Building, the Buyer may at any time but no later than three (3) Business Days after the Date serve a Major Structural Defects Notice on the Seller, Seller Agent or Seller Representative giving the Seller five (5) Business Days to agree to remedy the Major Structural Defects.
5. If the Seller elects in writing to remedy the Major Structural Defects in the Major Structural Defects Notice then the Settlement Date will be delayed until the later of: (a) three (3) Business Days after the Seller's Work is completed as certified by the Seller's Builder and (b) the Settlement Date.
6. The Seller must do the Work expeditiously and in good and workmanlike manner through a Builder and provide evidence to the Buyer of completion of the Work.
7. If, prior to the Seller commencing Work, the Seller and Buyer wish to agree and do agree an amount to be paid by the Seller to the Buyer then the amount will be deducted from the Purchase Price at Settlement and the Seller will not undertake the Work.
8. If the Seller does not agree in writing to remedy Major Structural Defects within five (5) Business Days from when the Major Structural Defects Notice was served on the Seller, Seller Agent or Seller Representative then:
   (a) At any time within a further Five (5) Business Days after (1) that period ending (if no notice is given by the seller); or (2) the date notice in writing is given by the Seller to the Buyer, the Buyer may give notice in writing to the Seller, Seller Agent or Seller Representative terminating the Contract and the Deposit and other monies paid will be repaid to the Buyer;
   (b) if the Buyer does not terminate the Contract pursuant to this clause 8, then this Annexure ceases to apply and the Contract continues unaffected by this Annexure.
9. In this Annexure:

9.1 "Builder" means a registered building service contractor (as defined in the *Building Services (Registration) Act 2011* WA) qualified to remedy the matters set out in the Major Structural Defects Notice.

9.2 "Consultant" means an independent inspector qualified and experienced in undertaking pre-purchase property inspections to ascertain Major Structual Defects.

9.3 "Date" means the date inserted or calculated in clause 2. If nothing is inserted in clause 2 then the Date will be five (5) Business Days from the later of (i) the Contract Date; or (ii) the Latest Time for Financial Approval (if any).

9.4 "Major Structural Defects" means a fault or deviation from the intended structural performance of a building element and is a major defect to the building structure of sufficient magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility, or further deterioration of the building structure. Major Structural Defects does not include any non-structural element, e.g., roof plumbing and roof covering, general gas, water and sanitary plumbing, electrical wiring, partition walls, cabinetry, windows, doors, trims, fencing, minor structures, non-structural damp issues, ceiling linings, floor coverings, decorative finishes such as plastering, painting, tiling etc., general maintenance, or spalling of masonry, fretting of mortar or rusting of primary structural elements.

9.5 "Major Structural Defects Notice" means a Notice in writing from the Buyer to the Seller to provide the Seller with the opportunity to agree to rectify the Major Structural Defects that the Buyer requires to be rectified.

9.6 "Report" means the report performed in accordance with Appendix A of the Standard by a Registered Builder. It is not a special purpose report, nor an all-encompassing report dealing with every aspect of the Property. The Report should only be a reasonable attempt to identify Major Structural Defects to the Building structure pursuant to Appendix "A of the Standard. The presence of defects will only be relevant in this Annexure when the defects are a Major Structural Defect.

9.7 "Standard" means Australian Standard AS 4349-2007 (as amended from time to time) Inspections of buildings Part 1: Pre-purchase Structural Inspection - Residential buildings).

9.8 "Work" means the work required to rectify the Major Structural Defects set out in the Major Structural Defects Notice.

9.9 Words not defined in this Annexure have the same meaning as defined in the Standard or the 2022 General Conditions.

BUYER SIGNATURE	BUYER SIGNATURE	SELLER SIGNATURE	SELLER SIGNATURE

BUYER SIGNATURE	BUYER SIGNATURE	SELLER SIGNATURE	SELLER SIGNATURE

AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR TIMBER PESTS

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

ANNEXURE B

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

2/168 Banksia Street, Tuart Hill WA 6060

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

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

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

   (a*) ____ / ____ / ____ **OR** (b*) 14 days after acceptance ("Date")

3. If the Buyer, and Seller, Seller Agent or Seller Representative do not receive the Report before the Date then the Buyer will be deemed to have waived the benefit of this Annexure. Time is of the essence.
4. If the Report identifies Activity on, or Damage to, the Building, the Buyer may at any time within three (3) Business Days after the Date serve a Timber Pest Notice on the Seller, Seller Agent or Seller Representative giving the Seller Five (5) Business Days to agree to Eradicate and/or Repair.
5. If the Seller elects in writing to Eradicate and/or Repair pursuant to the Timber Pest Notice then the Settlement Date will be delayed until the later of: (a) three (3) Business Days after the Seller's Work is completed as certified by, the Seller's Builder in relation to Repair or a Consultant in relation to Eradication or, the later of them if both are required and (b) the Settlement Date.
6. The Seller must do the Work expeditiously and in a good and workmanlike manner through (a) a Builder to Repair or (b) a Consultant to Eradicate, and provide evidence to the Buyer of completion of the Work.
7. If, prior to the Seller commencing the Work, the Seller and Buyer wish to agree and do agree an amount to be paid by the Seller to the Buyer then that amount will be deducted from the Purchase Price at Settlement and the Seller will not undertake the Work.
8. If the Seller does not agree in writing to Eradicate and/or Repair within Five (5) Business Days from when the Timber Pest Notice was served on the Seller, Seller Agent or Seller Representative then
   (a) At any time within a further Five (5) Business Days after (1) that period ending (if no notice is given by the seller); or (2) the date notice in writing is given by the Seller to the Buyer, the Buyer may give notice in writing to the Seller, Seller Agent or Seller Representative terminating the Contract and the Deposit and other monies paid will be repaid to the Buyer;
   (b) if the Buyer does not terminate the Contract pursuant to this clause 8, then this Annexure ceases to apply and the Contract continues unaffected by this Annexure.
9. In this Annexure:

9.1 "Activity" means evidence of the presence of current Timber Pests.

9.2 "Builder" means a registered building service contractor (as defined in the *Building Services (Registration) Act 2011* WA) qualified to remedy the matters set out in the Major Structural Defects Notice.

9.3 "Consultant" means an independent inspector qualified and experienced in undertaking, pre-purchase property inspections pursuant to the Standard and Eradication.

9.4 "Damage" means evidence of damage caused by Timber Pests to the Building.

9.5 "Date" means the date inserted or calculated in clause 2. If no date is inserted in clause 2 then the Date will be Five (5) Business Days from the later of: (i) the Contract Date; or (ii) the Latest Time for Finance Approval (if any).

9.6 "Eradicate" and "Eradication" mean the treatment necessary to eradicate Activity affecting the Building.

9.7 "Repair" means the Work necessary to repair any Damage.

9.8 "Report" means a report performed in accordance with the Standard by a Consultant at the Property.

9.9 "Standard" means Australian Standard AS 4349.3-2010 (as amended from time to time) Inspection of buildings Timber Pest Inspections.

9.10 "Timber Pests" means subterranean and dampwood termites, borers of seasoned timber and wood decay fungi as defined in the Standard.

9.11 "Timber Pest Notice" means a Notice in writing from the Buyer to the Seller to provide the Seller with the opportunity to agree to Eradicate and/or Repair that the Buyer requires pursuant to the Report.

9.12 "Work" means the work required to Repair pursuant to the Timber Pest Notice.

9.13 Words not defined in this Annexure have the same meaning as defined in the Standard or the 2022 General Conditions.

BUYER SIGNATURE	BUYER SIGNATURE	SELLER SIGNATURE	SELLER SIGNATURE

BUYER SIGNATURE	BUYER SIGNATURE	SELLER SIGNATURE	SELLER SIGNATURE

WESTERN AUSTRALIA

TITLE NUMBER	
Volume	Folio
1645	**637**

RECORD OF CERTIFICATE OF TITLE

UNDER THE TRANSFER OF LAND ACT 1893 AND THE

STRATA TITLES ACT OF 1985

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

BGRoberts

REGISTRAR OF TITLES

REGISTRAR OF TITLES WESTERN AUSTRALIA

LAND DESCRIPTION:

LOT 2 ON STRATA PLAN 11382
TOGETHER WITH A SHARE IN COMMON PROPERTY (IF ANY) AS SET OUT ON THE STRATA PLAN

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

SHAUN JEREMY MARKOVIC OF UNIT 2 168 BANKSIA STREET TUART HILL WA 6060
(T P528740) REGISTERED 26/4/2023

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. P528741 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA REGISTERED 26/4/2023.

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:	SP11382
PREVIOUS TITLE:	SP11382
PROPERTY STREET ADDRESS:	UNIT 2 168 BANKSIA ST, TUART HILL.
LOCAL GOVERNMENT AUTHORITY:	CITY OF STIRLING

LANDGATE COPY OF ORIGINAL NOT TO SCALE 22/08/2025 12:33 PM Request number: 68656932

Landgate
www.landgate.wa.gov.au

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.

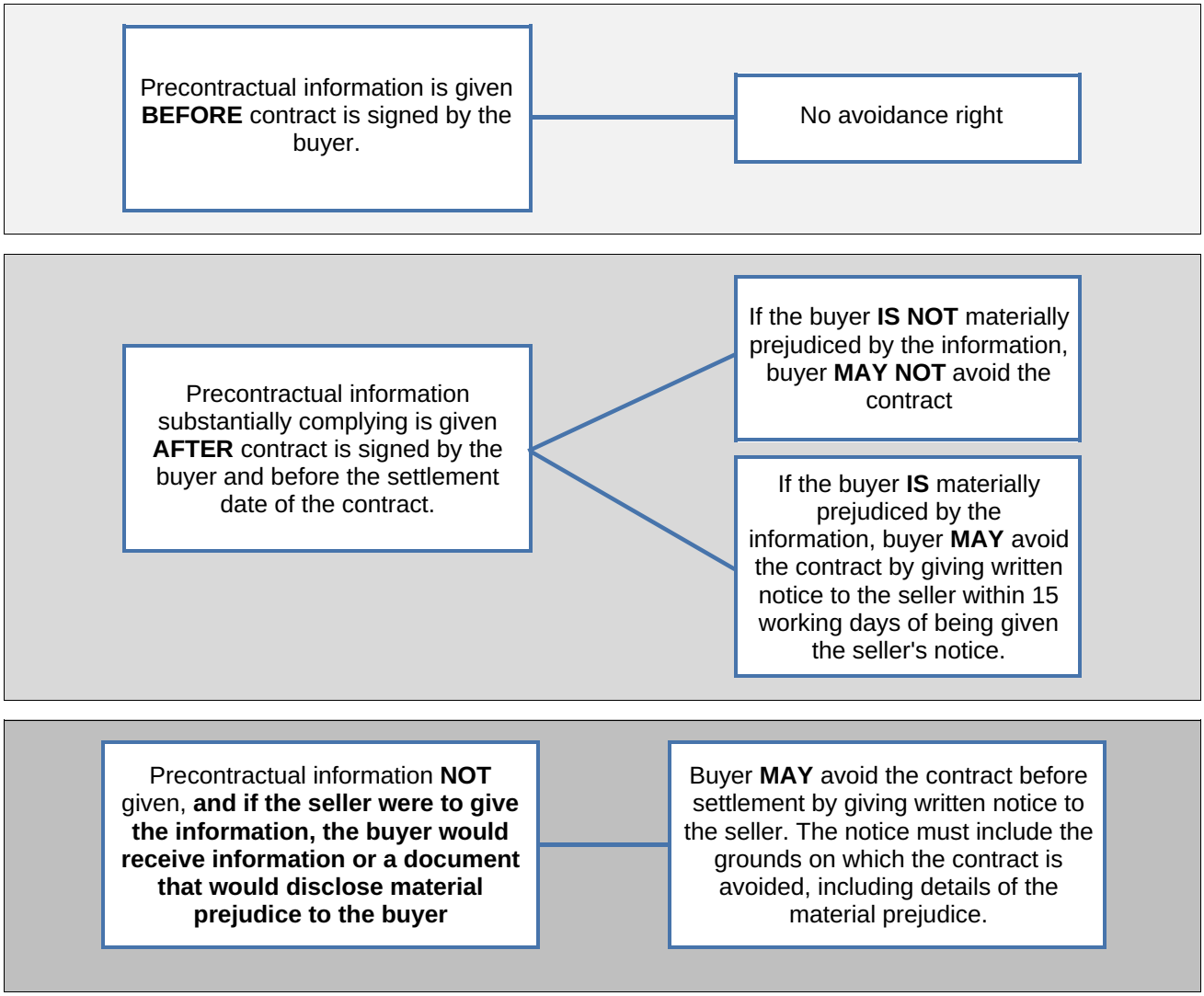
A buyer may consider seeking more information about the lot, the strata company and the strata / survey-strata scheme by asking the seller to provide it, or by making an application to the strata company for more information under section 107 of the Act.

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.

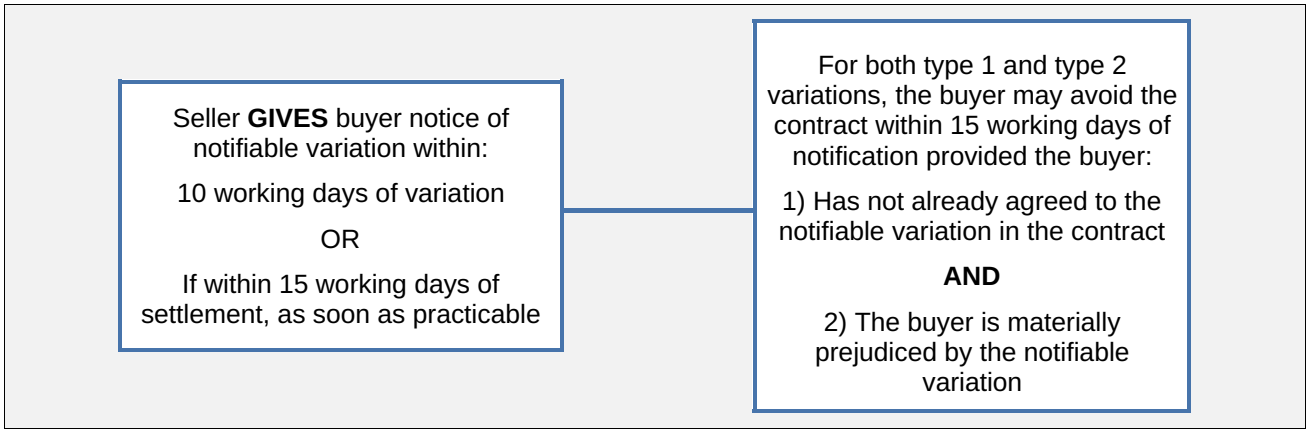
Type 1 and Type 2 notifiable variations are as follows:

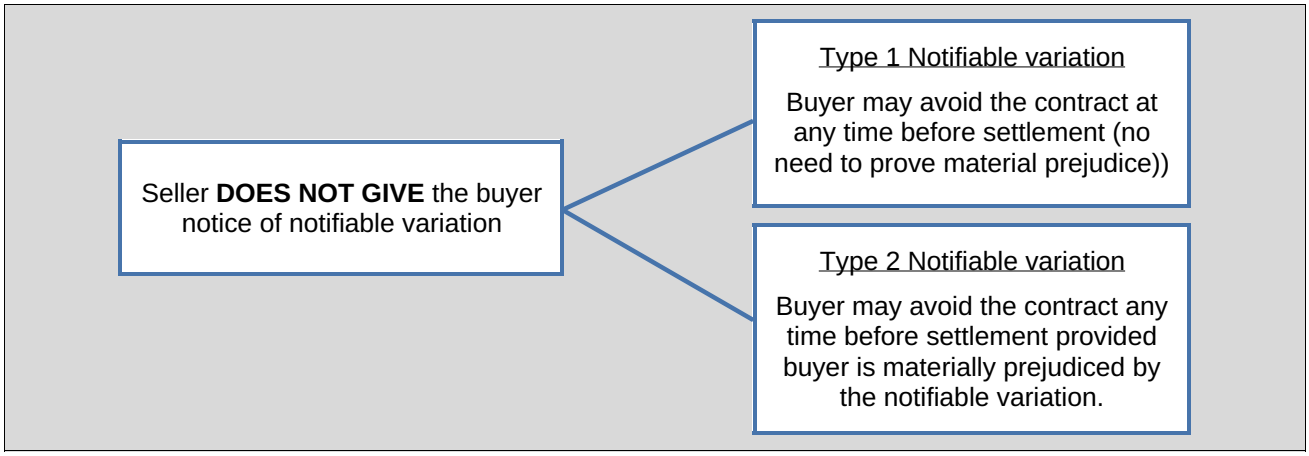
Type 1 Notifiable Variation	Type 2 Notifiable Variation
• The area or size of the lot/proposed lot is reduced by 5% or more from the area or size notified to the buyer before the buyer entered into the contract. • The proportion that the unit entitlement, or a reasonable estimate of the unit entitlement of the lot bears to the sum of the unit entitlements of all the lots is increased/decreased by 5% or more in comparison to that which was notified to the buyer before the buyer entered into the contract. • Anything relating to a proposal for the termination of the strata titles scheme is served on the seller by the strata company. • Any other event classified by the regulations as a type 1 notifiable variation.	• The current/proposed scheme plan or amendment of the scheme plan for the scheme is modified in a way that affects the lot or the common property (that is not a type 1 notifiable variation). • The current/proposed schedule of unit entitlements or amendment of the schedule of unit entitlements for the scheme is modified in a way that affects the lot (that is not a type 1 variation). • The strata company or a scheme developer- (i) enters into a contract for the provision of services or amenities to the strata company or to members of the strata company or a contract that is otherwise likely to affect the rights of the buyer; OR (ii) varies an existing contract of that kind in a way that is likely to affect the rights of the buyer • The current/proposed scheme by-laws are modified. • A lease, licence, right or privilege over the common property in the strata titles scheme is granted or varied. • Any other event classified by the regulations as a type 2 notifiable variation.

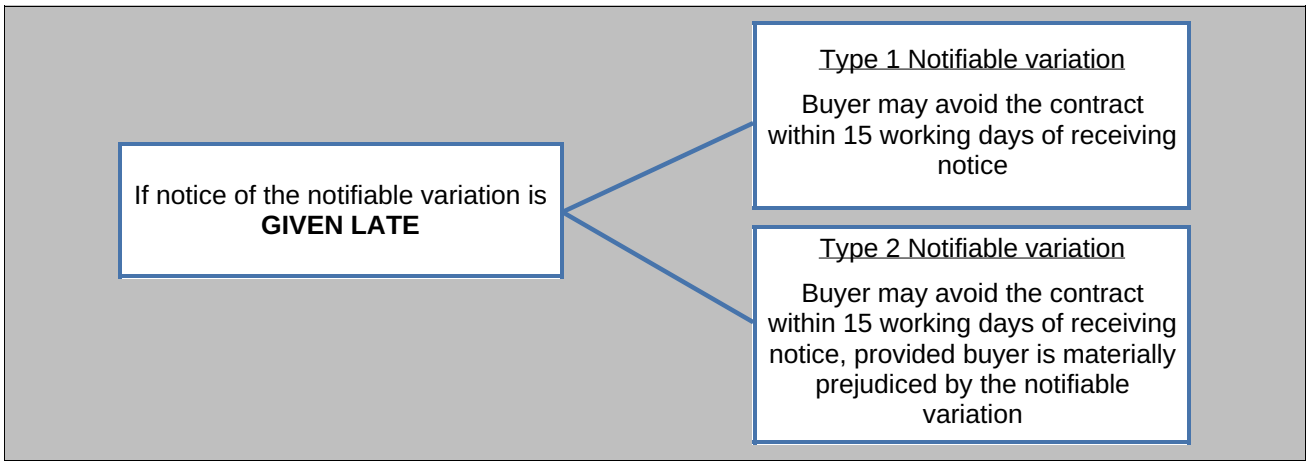
See section 161 and 162 of the Act for further details.

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

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







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

Buyer's right to postpone settlement

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

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

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

Precontractual Disclosure Statement to the Buyer

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

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

Personal information

The seller(s)

Name: Shaun Jeremy Markovic

Address: 2/168 Banksia Street, Tuart Hill WA 6060

Telephone/mobile: _____ Email: _____

Name: _____

Address: _____

Telephone/mobile: _____ Email: _____

Scheme Information

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

Scheme Details

Scheme name: 168 Banksia Street, Tuart Hill

Name of the strata company: 168 Banksia Street, Tuart Hill

Address for service of the strata company (taken from scheme notice): 168 Banksia Street, Tuart Hill 6060

Name of Strata Manager: SVN Strata Pty Ltd

Address of Strata Manager: Level 10, 12 St Georges Terrace, Perth WA 6000

Telephone/Mobile: 08 9427 7999

Email: sm2@svn.com.au

The status of the scheme is:

- ☐ proposed
- ☑ registered

The scheme type is:

- ☑ strata
- ☐ survey-strata

The tenure type is

- ☑ freehold
- ☐ leasehold

~~For leasehold only:~~

The scheme has a term of ____ years ____ months ____ days commencing on registration of the scheme _____

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

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

Att.

Scheme Documents (must be attached)

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

A copy of the scheme plan showing the exact location and definition of the lot — Att 1

A copy of the scheme by-laws — Att 3

A copy of the scheme by-laws made but not yet registered by the Registrar of Titles at Landgate

Do the scheme by-laws include staged subdivision by-laws ☑ 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)
2/168 Banksia Street, Tuart Hill WA 6060

Lot 2 on scheme plan no. 11382

(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 carport, courtyard Att 6

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

	Actual ($)	**OR**	**Estimated ($) 12 months after the proposed settlement date**	
Administrative fund:			$513.33	
Reserve fund:			$76.70	
Other levy (attach details)				Att 7

☐ Actual ☑ Estimated total contribution for the lot $ 590.03

Payable ☐ annually ☐ bi-annually ☑ quarterly ☐ other: _____

Due dates $590.03 on 1/10/25 $590.03 on 1/4/26

$590.03 on 1/1/26 $590.03 on 1/7/26

Strata levy/contributions/other debts owing

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

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

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

Additional comments: _____

Scheme developer specific information

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

The scheme developer is defined as:

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

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

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

Statement of estimated income and expenditure

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

Additional comments: _____

Agreements for amenity or service

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

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

Additional comments: _____

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

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

If yes, attach details including terms and conditions. _____

Additional comments: _____

Section 79 Disclosure of remuneration and other benefits

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

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

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

Additional comments: _____

Acknowledgement by seller and buyer

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

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

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

☒ **I** / ☐ **We**[1], 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 Shaun Jeremy Markovic

Date 21/08/2025

Signature _____

Name _____

Date _____

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

☐ **I** / ☐ **We**[1], the buyer/s, acknowledge that ☐ **I** / ☐ **we**[1] received Part A and Part B of the required precontractual disclosures before ☐ **I** / ☐ **We**[1] signed the contract of sale.

☐ **I** / ☐ **We**[1] 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**[1].

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

[1] Select one.

FORM 1

Attachment 2

Ca.

PARCEL OF LAND PORTION OF PERTHSHIRE LOCATION Au
BEING LOT 10 ON DIAGRAM 62659

CERTIFICATE OF TITLE : VOLUME: 1614 FOLIO: 090

LOCAL AUTHORITY CITY OF STIRLING

LOCALITY TUART HILL INDEX PLAN PERTH 2000 12.31

NAME OF BUILDING 168 BANKSIA STREET
TUART HILL 6060

ADDRESS FOR SERVING OF NOTICES ON COMPANY 168 BANKSIA STREET
TUART HILL 6060

STRATA PLAN 11382

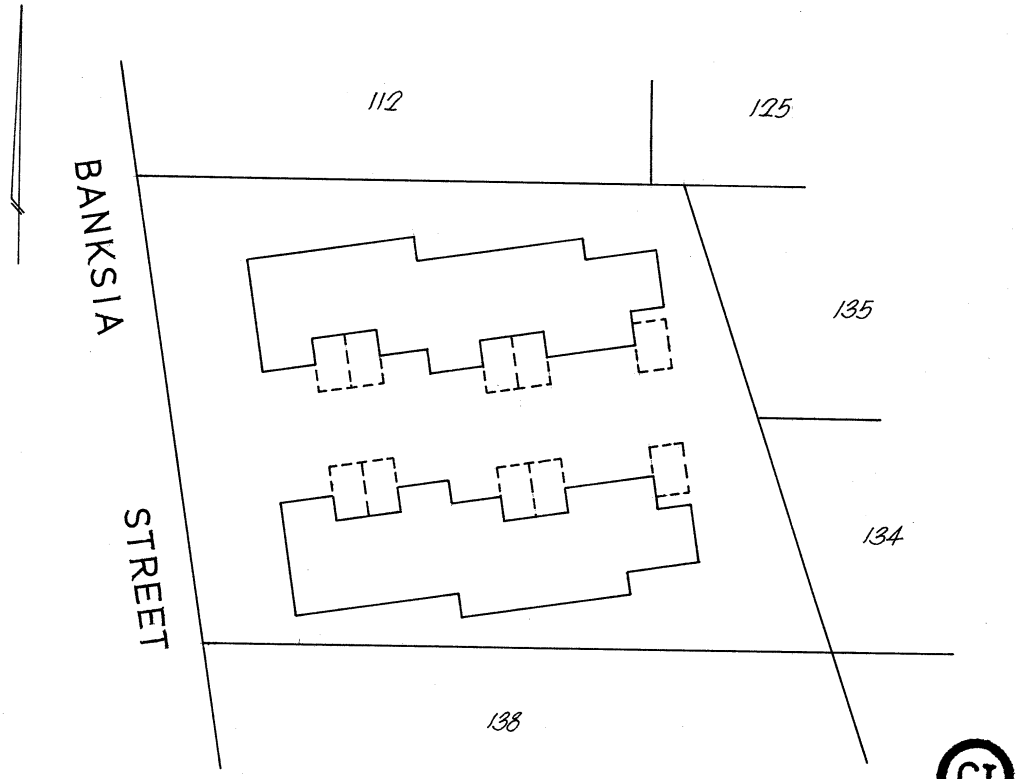
OFFICE USE ONLY

LODGED 9.3.83 59007

EXAMINED 10.3.83

REGISTERED 23.5.83 APP C553839

REGISTRAR OF TITLES



STRATA PLAN 11382

City & Rural Surveys
Telephone (09) 443 2200

SCALE 1:500

SCHEDULE OF UNIT ENTITLEMENT		OFFICE USE ONLY CURRENT Cs. of TITLE	
LOT No.	UNIT ENTITLEMENT	VOL.	FOL.
1	1	1645-636	
2	1	1645-637	
3	1	1645-638	
4	1	1645-639	
5	1	1645-640	
6	1	1645-641	
7	1	1645-642	
8	1	1645-643	
9	1	1645-644	
10	1	1645-645	
AGGREGATE	10		

SURVEYOR'S CERTIFICATE

I hereby certify that the building shown on the plan is within the external surface boundaries of the parcel ~~and where eaves or guttering project beyond those boundaries, that a registered easement has been granted as an appurtenance of the parcel or, where the projection is over a road that the Local Authority has consented thereto.~~

DATE 10.2.1983 LICENSED SURVEYOR.

APPROVED BY THE TOWN PLANNING BOARD
FOR THE PURPOSES OF THE STRATA TITLES ACT 39 OF 1966

8 MAR 1983

DATE CHAIRMAN.

77241/6/78-2M-MS/893

LANDGATE COPY OF ORIGINAL NOT TO SCALE 22/08/2025 12:33 PM Request number: 68656932

Landgate
www.landgate.wa.gov.au

C.A. 3

FORM 3

STRATA PLAN No. 11382

CERTIFICATE OF LOCAL AUTHORITY

FOR THE PURPOSES OF THE STRATA TITLES ACT 39 OF 1966

CITY OF STIRLING, THE LOCAL AUTHORITY,

HEREBY CERTIFIES THAT:—

(1) The building shown on the plan has been inspected and that it is consistent with the building plans and specifications in respect thereof that have been approved by the Local Authority.

(2) The building, in the opinion of the local authority, is of sufficient standard and suitable to be divided into lots pursuant to the Strata Titles Act, 1966.

DESCRIPTION OF BUILDING:—

EIGHT SINGLE STOREY AND TWO DOUBLE STOREY BRICK AND TILE RESIDENTIAL UNITS SITUATED ON LOT 10 OF PERTHSHIRE LOCATION Au ON DIAGRAM 62659.

THE RESIDENTIAL ADDRESS IS:

UNITS 1-10
168 BANKSIA STREET
TUART HILL 6060

DATE 28/2/83

~~SHIRE~~/TOWN CLERK

76962/6/78—2M—F802

LANDGATE COPY OF ORIGINAL NOT TO SCALE 22/08/2025 12:33 PM Request number: 68656932

Landgate
www.landgate.wa.gov.au

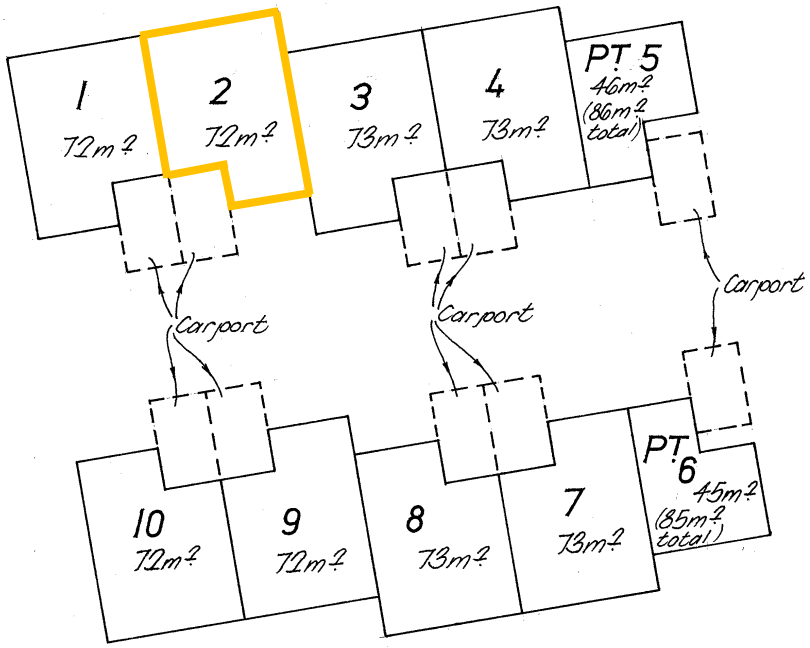
Attachment 1

C.A. 4

SHEET No. 1 OF 2 SHEETS

STRATA PLAN No. 11382

GROUND FLOOR



For other parts of Lots 5 & 6 see Sheet 2.

SCALE 1:300

APPROVED

FOR THE PURPOSES OF THE STRATA TITLES ACT 39 OF 1966 AS AMENDED

TOWN PLANNING BOARD

– 8 MAR 1983

DATE ..... CHAIRMAN

LOCAL AUTHORITY CITY OF STIRLING

DATE 28/2/83 ~~SHIRE~~ TOWN CLERK

57295/6/76–2M–C397

LANDGATE COPY OF ORIGINAL NOT TO SCALE 22/08/2025 12:33 PM Request number: 68656932

Landgate
www.landgate.wa.gov.au

C.A. 4

SHEET No. 2 OF 2 SHEETS

STRATA PLAN No. 11382

FIRST FLOOR







For other parts of Lots 5 & 6 see Sheet 1.

SCALE 1:300

APPROVED

FOR THE PURPOSES OF THE STRATA TITLES ACT 39 OF 1966 AS AMENDED

TOWN PLANNING BOARD	LOCAL AUTHORITY CITY OF STIRLING
DATE 8 MAR 1983 CHAIRMAN	DATE 28/2/83 SHIRE/TOWN CLERK

57295/6/76–2M–C397

LANDGATE COPY OF ORIGINAL NOT TO SCALE 22/08/2025 12:33 PM Request number: 68656932

Landgate
www.landgate.wa.gov.au

LANDGATE COPY OF ORIGINAL NOT TO SCALE 22/08/2025 12:33 PM Request number: 68656932
www.landgate.wa.gov.au
Landgate

ANNEXURE 'A' OF STRATA PLAN No. 11382 REGISTRAR OF TITLES

SCHEDULE OF REGISTERED PROPRIETORS

REGISTERED PROPRIETOR	INSTRUMENT			SIGNATURE OF REGISTRAR of TITLES
	NATURE	NUMBER	REGIST'D	

SCHEDULE OF ENCUMBRANCES, ETC.

INSTRUMENT		PARTICULARS	REGIST'D	SIGNATURE OF REGISTRAR of TITLES	CANCELLATION			
NATURE	NUMBER							
Notification	G286896	Notification of change of By-Laws	23.9.96					

NOTE : ENTRIES RULED THROUGH AND AUTHENTICATED BY THE SIGNATURE OF THE REGISTRAR OF TITLES ARE CANCELLED.

63673/10/69-500-G472

Strata Plan 11382

Lot	Certificate of Title	Lot Status	Part Lot
1	1645/636	Registered	
2	1645/637	Registered	
3	1645/638	Registered	
4	1645/639	Registered	
5	1645/640	Registered	
6	1645/641	Registered	
7	1645/642	Registered	
8	1645/643	Registered	
9	1645/644	Registered	
10	1645/645	Registered	

LANDGATE COPY OF ORIGINAL NOT TO SCALE 22/08/2025 12:33 PM Request number: 68656932

Landgate
www.landgate.wa.gov.au

Attachment 3

REIWA REAL ESTATE INSTITUTE OF WESTERN AUSTRALIA
APPROVED BY THE REAL ESTATE INSTITUTE OF WESTERN AUSTRALIA (INC.)
COPYRIGHT © REIWA 2020
FOR USE BY REIWA MEMBERS
first national REAL ESTATE | Genesis

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-bylaw (3), to pay such further amount or amounts by way of such security as may be necessary to maintain the amount of the security as, subject to this sub-bylaw, the strata company may require.

(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.

REIWA REAL ESTATE INSTITUTE OF WESTERN AUSTRALIA
APPROVED BY THE REAL ESTATE INSTITUTE OF WESTERN AUSTRALIA (INC.)
COPYRIGHT © REIWA 2020
FOR USE BY REIWA MEMBERS
first national REAL ESTATE | Genesis

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

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

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

(8) Except if the council consists of all the owners of lots in the scheme, the strata company may by special resolution remove any member of the council before the expiration of the member's term of office.

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

(a) if the member dies or ceases to be an owner or co-owner of a lot; or

(b) on receipt by the strata company of a written notice of the member's resignation from the office of member; or

(c) at the conclusion of an annual general meeting of the strata company at which an election of members of the council takes place and at which the member is not elected or re-elected; or

(d) in a case where the member is a member of the council by reason of there being not more than 3 owners of lots in the scheme, on an election of members of the council (as a result of there being an increase in the number of owners to more than 3) at which the member is not elected; or

(e) if the member is removed from office under sub-bylaw (8); or

(f) if the Tribunal orders that the member's appointment is revoked and the member is removed from office.

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

Note for this sub-bylaw: By-law 6(3A) provides for the filling of vacancies in the offices of chairperson, secretary and treasurer.

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

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

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

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

5. Election of council at general meeting

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

(1) The meeting must determine, in accordance with the requirements of by-law 4(3) the number of persons of whom the council is to consist.

(2) The chairperson must call on those persons who are present at the meeting in person or by proxy and entitled to nominate candidates to nominate candidates for election to the council.

(3) A nomination is ineffective unless supported by the consent of the nominee to the nomination, given –

(a) in writing, and furnished to the chairperson at the meeting; or

(b) orally by a nominee who is present at the meeting in person or by proxy.

REIWA REAL ESTATE INSTITUTE OF WESTERN AUSTRALIA
APPROVED BY THE REAL ESTATE INSTITUTE OF WESTERN AUSTRALIA (INC.) COPYRIGHT © REIWA 2020 FOR USE BY REIWA MEMBERS
first national REAL ESTATE | Genesis

(4) When no further nominations are forthcoming, the chairperson –

(a) if the number of candidates equals the number of members of the council determined in accordance with the requirements of by-law 4(3), must declare those candidates to be elected as members of the council;

(b) if the number of candidates exceeds the number of members of the council as so determined, must direct that a ballot be held.

(5) If a ballot is to be held, the chairperson must –

(a) announce the names of the candidates; and

(b) cause to be furnished to each person entitled to vote and present in person or by proxy, a blank form in respect of each lot in respect of which the person is entitled to vote for use as a ballot form.

(6) A person who is entitled to vote must complete a valid ballot form by –

(a) writing on the form the names of candidates, equal in number to the number of members of the council so that no name is repeated; and

(b) indicating on the form the number of each lot in respect of which the person's vote is cast and whether the person so votes as owner or first mortgagee of each such lot or as proxy of the owner or first mortgagee; and

(c) signing the ballot form; and

(d) returning it to the chairperson.

(7) The chairperson, or a person appointed by the chairperson, must count the votes recorded on valid ballot forms in favour of each candidate.

(8) Subject to sub-bylaw (9), candidates, being equal in number to the number of members of the council determined in accordance with by-law 4(3), who receive the highest numbers (in terms of lots or unit entitlements as required under the *Strata Titles Act 1985* section 122) of votes are to be declared elected to the council.

(9) If the number (in terms of lots or unit entitlements as required under the *Strata Titles Act 1985* section 122) of votes recorded in favour of any candidate is the lowest of the numbers of votes referred to in sub-bylaw (8) and –

(a) that number equals the number of votes recorded in favour of any other candidate; and

(b) if each of those candidates were to be declared elected the number of persons elected would exceed the number of persons required to be elected, as between those candidates, the election must be decided by a show of hands of those entitled to vote and present in person or by proxy.

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

6. Chairperson, secretary and treasurer of council

(1) The members of a council must, at the first meeting of the council after they assume office as such members, appoint a chairperson, a secretary and a treasurer of the council.

(2) A person –

(a) must not be appointed to an office referred to in sub-bylaw (1) unless the person is a member of the council; and

(b) may be appointed to 1 or more of those offices.

(3) A person appointed to an office referred to in sub-bylaw (1) holds office until the first of the following events happens –

(a) the person ceases to be a member of the council under by-law 4(9);

(b) receipt by the strata company of a written notice of the person's resignation from that office;

(c) another person is appointed by the council to hold that office.

(3A) The remaining members of the council must appoint a member of the council to fill a vacancy in an office referred to in sub-bylaw (1), other than a vacancy arising under by-law 4(9)(c) or (d), and any person so appointed holds office, subject to this by-law, for the balance of the predecessor's term of office.

REIWA REAL ESTATE INSTITUTE OF WESTERN AUSTRALIA
APPROVED BY THE REAL ESTATE INSTITUTE OF WESTERN AUSTRALIA (INC.)
COPYRIGHT © REIWA 2020
FOR USE BY REIWA MEMBERS
first national REAL ESTATE | Genesis

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

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

7. Chairperson, secretary and treasurer of strata company

(1) Subject to sub-bylaw (2), the chairperson, secretary and treasurer of the council are also respectively the chairperson, secretary and treasurer of the strata company.

(2) A strata company may at a general meeting authorise a person who is not an owner of a lot to act as the chairperson of the strata company for the purposes of that meeting.

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

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

8. Meetings of council

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

(2) The council may –

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

(b) employ or engage, on behalf of the strata company, any person as it thinks is necessary to provide any goods, amenity or service to the strata company; or (c) subject to any restriction imposed or direction given at a general meeting of the strata company, delegate to 1 or more of its members such of its powers and duties as it thinks fit, and at any time revoke the delegation.

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

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

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

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

9. Powers and duties of secretary of strata company

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

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

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

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

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

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

(f) subject to the *Strata Titles Act 1985* sections 127, 128, 129, 200(2)(f) and

(g) the convening of meetings of the strata company and of the council.

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

REIWA REAL ESTATE INSTITUTE OF WESTERN AUSTRALIA
APPROVED BY THE REAL ESTATE INSTITUTE OF WESTERN AUSTRALIA (INC.)
COPYRIGHT © REIWA 2020
FOR USE BY REIWA MEMBERS
first national REAL ESTATE | Genesis

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.]

REIWA REAL ESTATE INSTITUTE OF WESTERN AUSTRALIA
APPROVED BY THE REAL ESTATE INSTITUTE OF WESTERN AUSTRALIA (INC.) COPYRIGHT © REIWA 2020 FOR USE BY REIWA MEMBERS
first national REAL ESTATE | Genesis

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.]

REIWA
REAL ESTATE INSTITUTE OF WESTERN AUSTRALIA
APPROVED BY
THE REAL ESTATE INSTITUTE
OF WESTERN AUSTRALIA (INC.)
COPYRIGHT © REIWA 2020
FOR USE BY REIWA MEMBERS
first national REAL ESTATE | Genesis

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 3 (2 of 2)

INSTRUCTIONS

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

NOTES

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

G 286896 AE
23 Sep, 1996 12:41 Midland

REG. $ 60.00

LODGED BY John Williams

ADDRESS 28 Waldemar St
Gwelup 6018

PHONE No. 4468246

FAX [redacted]

REF

ISSUING BOX No.

M

PREPARED BY

ADDRESS

PHONE No. FAX No.

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

Endorse amendment of Strata Company By-laws on SP 11382

27.9.96

TITLES, LEASES, DECLARATIONS ETC. LODGED HEREWITH

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

ENDORSING INSTRUCTION

By-laws.

EXAMINED 26/9.

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

INITIALS OF SIGNING OFFICER

G Sach 6

REGISTRAR OF TITLES

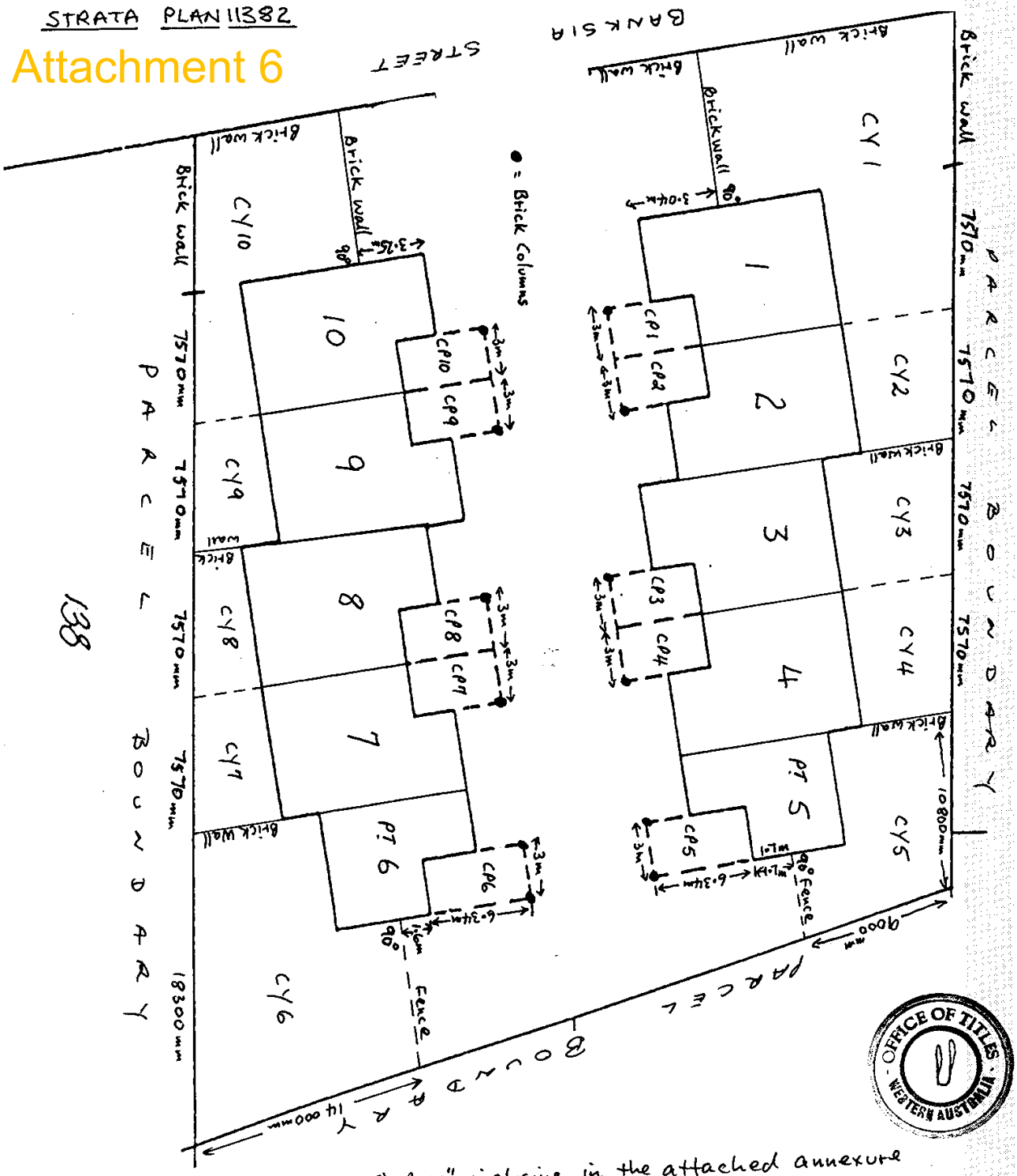
16748/6/92–3M–L/5696

LANDGATE COPY OF ORIGINAL NOT TO SCALE 22/08/2025 01:16 PM Request number: 68657320

Landgate
www.landgate.wa.gov.au

STRATA PLAN 11382

Attachment 6


STREET
BANKSIA
Brick wall
Brick wall
Brick wall

LANDGATE COPY OF ORIGINAL NOT TO SCALE 22/08/2025 01:16 PM Request number: 68657320

Landgate
www.landgate.wa.gov.au

FORM B2

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED.

BLANK INSTRUMENT FORM

(Note 1)

FORM 21

NOTIFICATION OF CHANGE OF BY-LAWS
STRATA TITLES ACT 1985
SECTION 42

The Owners of "168 Banksia St., Tuart Hill", strata plan 11382, hereby Certifies :-

That by resolution without dissent passed on the 26-6-96 the By-Laws contained in the Schedule Part 1 & Part 2 of the 1966 Strata Titles Act as ammended as they applied to the Strata Company were repealed

And
The Schedule 1 & Schedule 2 By-Laws of the Strata Titles Act 1985 as amended were adopted

And Further
The By-Laws in Schedule 1 of the Strata Titles Act 1985 as amended as they apply to the Strata Company were added to as follows :-

By-Law 16 Exclusive Use Rear Courtyards, Front Carports :

Areas depicted "CY 1" to "CY 10" inclusive in the attached annexure are court yards for the exclusive use of lots 1 to 10 inclusive respectively,

and

Areas depicted "CP 1" to "CP 10" inclusive in the attached annexure are carports for the exclusive use of lots 1 to 10 inclusive respectively.

The Common Seal of The Owners of "168 Banksia St. Tuart Hill" strata plan 11382 was hereunto affixed on 18-9-96 in the presence of :-

Members of Council

The Owners Of
168 Banksia St
Tuart Hill
Strata Plan 11382
COMMON SEAL

LANDGATE COPY OF ORIGINAL NOT TO SCALE 22/08/2025 01:16 PM Request number: 68657320

Landgate
www.landgate.wa.gov.au

Westralian
Strata Services

P | (08) 6114 6745
Suite 3, 37A Brandon Street
SOUTH PERTH WA 6151
E | reception@westralianstrata.com.au
ABN 86 381 077 595

Attachment 4 (1 of 2)

MINUTES OF ANNUAL GENERAL MEETING

Minutes of the Annual General Meeting of The Owners of 168 Banksia Street SP 11382, 168 Banksia Street, TUART HILL WA 6060 convened on 17 July 2024 held at Tuart Hill Community Centre, 164 Cape Steet Tuart Hill and commenced at 5.30pm.

Present

Amos Wolfe	Lot 7	
Melisa Salvia	Lot 8	via phone
Andrew Peck	Lot 10	

Proxies

Yvette Kelly	Lo 1	represented by Andrew Peck
Tahlia B Cavanagh	Lot 9	represented by Chairperson

Apologies
Yvette Kelly Tahlia B Cavanagh

In Attendance
Raymond Li representing Westralian Strata Services.

Quorum
The Chairman confirmed that a quorum was present, welcomed all Owners and appointed proxies and thanked them for their attendance.

The Chairman declared the meeting open to proceed to business at 5.30pm

1 APPOINTMENT OF CHAIRMAN
It was resolved by the meeting that Raymond Li be appointed chairman for the purposes of the meeting.

2 CONFIRMATION OF PREVIOUS MINUTES
Resolved
That the previously circulated Minutes of the Annual General Meeting held on 27 September 2023 be confirmed as a true record of those proceedings.

3 CONSIDERATION OF STATEMENT OF ACCOUNTS
Resolved
That the Statement of Accounts for the period 1 July 2023 to 30 June 2024 showing an amount of **$8,080.76** to be accepted as a true record.

4 CONSTITUTION OF THE COUNCIL
Resolved
That the Council of the Strata Company consist of three(3) proprietors.

Nominations:
Andrew Peck Amos Wolfe Yvette Kelly

The Chairman thank those that nominated and advised they are duly elected.

SPECIAL BUSINESS

5 INSURANCE

Resolved

(a) That copies of the current certificates and schedules for the insurance required under s127(3)(c) of the STA and managers disclosure, as tabled, be received and incorporated into the records of the Strata Company.

(b) that the Financial Services Guide and Product Disclosure Statement relative to the above documents as tabled be received and incorporated into the records of the Strata Company,

(c) that the Strata Council be directed to renew the insurance policy prior to its expiry date in such sums as are suggested by the insurer or as are recommended by a qualified professional advisor.

(d) that the Strata Council be directed to insure for such risks and sums insured as it deems appropriate after taking professional advice in respect of office bearers liability, government audit costs, appeal expenses, legal defence expenses, voluntary workers.

(e) that the Strata Owners approve the appointment of an insurance broker, as advised by Westralian Strata Services, to act on their behalf and obtain quotations for insurance coverage for consideration of the Strata Council.

Note: The last valuation was completed in Jan 2023. It is suggested to update the valuation every 3-5 years to reflect current market of building replacement cost.

6 APPOINTMENT OF STRATA MANAGER

Resolved

That the meeting agree to sign the updated Strata Management Agreement in accordance with the requirements of the Strata Titles Act 1985 (as amended) under the terms as outlined and that two(2) members of the Strata Council be authorised to sign.

7 DEBT RECOVERY POLICY

Resolved

That the Strata Company confirm the acceptance of the Debt Recovery Policy (as attached to this agenda) as undertaken by the Strata Managers.

8 BUDGET OF ESTIMATED EXPENDITURE

Resolved

That the Budget of Estimated Expenditure for the Administrative Fund for the period 1 July 2024 to 30 June 2025 amounting to $20,706.00 be accepted.

9 DETERMINATION OF LEVIES - ADMINISTRATIVE FUND

Amended and Resolved

That the levy of contributions in the financial year to raise of total of $20,600.00 on proprietors for the Administrative Fund be payable in advance, by instalments due and payable in the amounts and on the dates as shown below:

1 July 2024	per unit of entitlement	$500.00	issued
1 October 2024	per unit of entitlement	$520.00	
1 January 2025	per unit of entitlement	$520.00	
1 April 2025	per unit of entitlement	$520.00	

with the amount to remain at $520.00 per unit of entitlement per quarter until otherwise determined at a future General Meeting of the Strata Company.

10 DETERMINATION OF LEVIES - RESERVE FUND

Resolved

That the levy of contribution in the financial year to raise a total of $3,068.00 for the Reserve Fund, be payable in advance, by instalments due and payable in the amounts and on the dates as shown below:

1 July 2024	per unit of entitlement	$76.70	issued
1 October 2024	per unit of entitlement	$76.70	
1 January 2025	per unit of entitlement	$76.70	
1 April 2025	per unit of entitlement	$76.70	

with the amount to remain at $76.70 per unit of entitlement per quarter until otherwise determined by a future General Meeting of the Strata Company.

11 MATTERS WITHOUT NOTICE FOR DISCUSSION/REFERRAL TO THE COUNCIL

1. TERMITE INSPECTION 6-MONTHLY

It was agreed to schedule the termite inspection every 6 month as per the recommendation. Strata Manager to arrange the inspection in October 2024, with notice to be issued in advance for tenant to arrange access of internal inspection.

2. TREE PRUNING

Amos to provide photos of the tree with concerning of proximity to the power line. Strata Manager to arrange pruning by gardener.

12 CLOSE OF MEETING

The Chair thanked those present for their contribution and participation.
There being no further business the Chair declared the meeting closed at 6.07pm.

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

NOTICE OF ANNUAL GENERAL MEETING

The Owners of 168 Banksia Street, Tuart Hill - Strata Plan 11382

Friday, 29 August 2025 at 04:30 PM

At SVN Perth - Level 10, 12 St Georges Terrace, Perth

Zoom Meeting ID: 814 9390 4975 Passcode: 223952

This Notice is issued on 13/08/2025, at least 14 days prior to the scheduled date of the meeting.

Verification of Proxies & Formalities of Meeting

- Verify valid proxies received.
- Registration of those personally present or represented by proxy whom are eligible to vote.
- Registration of those present by invitation.
- Record apologies received.
- Votes to ordinary resolutions at general meetings, to any matter, are to be decided by a simple show of hands unless a particular lot owner requests a Poll Vote to where a matter will then be settled by votes based on Unit Entitlement.
- All motions tabled in this meeting are ordinary resolutions, unless stated otherwise.

1 Appointment of Chairperson

That the Strata Manager be appointed as Chairperson of the meeting.

2 Confirmation of Previous Minutes

That the minutes of the previous General Meeting held on 17/07/2024 be confirmed as a true record of the meeting.

3 Adoption of Financial Statements

That the financial statements for the period ending 30/06/2025 be adopted as presented.

Please note: *In order to resolve any queries in regards to this Notice or to the included Financial Statements, a request must be submitted to SVN Strata via email to info@svnperth.com no later than 3 business days prior to the meeting taking place.*

4 Authorisation for Recovery Actions

That the Strata Company authorises SVN Strata to proceed with SVN Strata's Debt Recovery Procedure as outlined in the fee schedule provided in the Notice of Annual General Meeting, and to engage and instruct solicitors on behalf of the Strata Company to recover any outstanding contributions or other monies owed to the Strata Company by any person or company.

Please note: *The authority shall be reviewed annually at the Annual General Meeting of the Strata Company.*

5 Renewal of Insurance Policy

That, unless instructed otherwise by the Council of Owners, SVN Strata is to renew the current insurance policy before its expiry date at the sums reasonably suggested by the insurer and to include workers' compensation cover if it is not part of the standard coverage.

Explanatory note: *As required under Section 127(3)(c) of the Strata Titles Act, the insurance schedule is included in this Notice (within the summary of accounts). The PDS & FSG is available to all Owners upon request. Workers' compensation may be included in some policies but may also require additional coverage if necessary.*

6 Building Replacement Insurance Valuation

That the Council of Owners be directed to obtain a Building Replacement Insurance Valuation and adjust the building sum as required by the Strata Titles Act 1985 (WA) in accordance with that valuation.

Please note: *The last Insurance Valuation was undertaken on 09/01/2023 with a value of $2860000.*

7 Review or Preparation of 10-Year Maintenance Plan

That the Council of Owners be directed to **update** or **obtain** a 10-year maintenance plan to assist the Strata Company in complying with the requirements for maintaining its Common Property, as outlined in Section 100(2) of the Strata Titles Act 1985 (WA).

Please note: *The last maintenance plan report was completed in (MONTH, YEAR). The Act requires a 10-year Maintenance Plan for strata schemes with 10 or more lots or a Building Replacement Value exceeding $5,000,000*

8 Adoption of Proposed Budget for the Administration Account

That the proposed budget of estimated expenditure of $21,261.00 be adopted as the Administrative Fund budget of the Strata Company for the period ending 30/06/2026.

9 Administration Levy Contributions

To approve the **administrative fund** levy contributions for proprietors, payable in advance as follows:

$520.00	*per unit entitlement*	*1st July*	*2025 (as issued)*
$513.33	per unit entitlement	1st October	2025
$513.33	per unit entitlement	1st January	2025
$513.33	per unit entitlement	1st April	2025
$513.33	per unit entitlement	1st July	2026

The total levy of $20,600.00 will be raised for the financial year ending 30/06/2026. These instalments will continue at the rate per unit entitlement of the final quarter until reviewed at the next Annual General Meeting of the Strata Company.

10 Reserve Levy Contributions

To approve the **reserve fund** levy contributions for proprietors, payable in advance as follows:

$76.70	*per unit entitlement*	*1st July*	*2025 (as issued)*
$76.70	per unit entitlement	1st October	2025
$76.70	per unit entitlement	1st January	2025
$76.70	per unit entitlement	1st April	2025
$76.70	per unit entitlement	1st July	2026

The total levy of $3,068.00 will be raised for the financial year ending 30/06/2026. These instalments will continue at the rate per unit entitlement of the final quarter until reviewed at the next Annual General Meeting of the Strata Company.

11 Election to the Council of Owners

1. Number of Members

That the Council of Owners for Strata Scheme 11382 consists of no fewer than 3 and no more than 7 proprietors, as determined by those present at the meeting.

2. Nominations

Call for nominations of candidates for election to the Council of Owners, including those submitted via Council Nomination Forms prior to the meeting.

Please note: *If the number of nominations exceeds the available positions, a ballot will be conducted to elect members to the Council.*

3. Strata Company Representative

That a member of the Council of Owners be appointed as the Strata Company Representative. The representative must be:

- A member of the Council of Owners, or
- For a corporate member, the person nominated to act on its behalf.

Please note: *A Strata Company Representative liaises with Council members, instructs the strata manager and third parties, oversees maintenance, manages ATO matters (if applicable), approves legal actions, signs documents and contracts, and represents the strata company in meetings or legal matters. They act on the Council's instructions and within legal and scheme guidelines.*

Important note: *If you are casting a pre-meeting online vote and wish to be considered for a position on the Council, please ensure you submit a Council Nomination Form.*

12 Council of Owners Authorisations

That the Strata Company known as The Owners of Strata Scheme 11382 hereby grants in accordance with Section 118 (1) through to (4) of the Strata Titles Act 1985 the authority to:

i. a member of the Council of the Strata Company; or
ii. an appointed delegate of the Strata Company;

In accordance with Section 135 of the Strata Titles Act representatives as listed above are hereby authorised to:

a) Execute documents, which can include signing without a common seal by:

i. a specified amount of members of the council; or
ii. a strata manager.

b) Sign relevant documents and to negotiate the terms; and
c) Attach the company seal; and
d) Sign and execute any contracts or service agreements on behalf of the Strata Company, provided and subject to:

i. Any expenditure/costs being approved and adopted in a Budget at a General Meeting of the Strata Company, or;
ii. For sustainability infrastructure in relation to general duties under Section 91 (2)

Explanatory note: *In order to comply with the amendments and reforms to the Strata Titles Act (WA) 1985 and the Strata Titles (General) Regulations 2019 (effective as at 1st May 2020) it is required that the Strata Company authorise its Council of Owners to sign and execute documents and service agreements.*

Matters Without Notice for Discussion

Please note: *Matters may only be raised at the discretion of the Chair and with the leave of the meeting.*

Westralian
Strata Services

P | (08) 6114 6745
Suite 3, 37A Brandon Street
SOUTH PERTH WA 6151
E | reception@westralianstrata.com.au
ABN 86 381 077 595

Balance Sheet
As at 01/04/2025

The Owners of 168 Banksia Street SP 11382 — 168 Banksia Street, TUART HILL WA 6060

	Current period
Proprietors' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	(764.04)
Owners Equity--Admin	6,729.24
	5,965.20
Reserve Fund	
Operating Surplus/Deficit--Reserve	3,070.10
Owners Equity--Reserve	1,316.52
	4,386.62
Net proprietors' funds	**$10,351.82**
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	5,445.20
Receivable--Levies--Admin	520.00
	5,965.20
Reserve Fund	
Cash at Bank--Reserve	4,309.92
Receivable--Levies--Reserve	76.70
	4,386.62
Unallocated Money	
	0.00
Total assets	10,351.82
Less liabilities	
Administrative Fund	
	0.00
Reserve Fund	
	0.00
Unallocated Money	
	0.00
Total liabilities	0.00
Net assets	**$10,351.82**

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

Balance Sheet
As at 30/06/2025

The Owners of Strata Scheme 11382 — 168 Banksia Street, TUART HILL WA 6060

	Current period
Proprietors' funds	
Administrative Fund	
Owners Equity--Admin	6,729.24
Operating Surplus/Deficit--Admin	(4,457.17)
	2,272.07
Reserve Fund	
Owners Equity--Reserve	4,386.62
Operating Surplus/Deficit--Reserve	0.00
	4,386.62
Net proprietors' funds	**$6,658.69**
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	5,912.07
	5,912.07
Reserve Fund	
Cash at Bank--Reserve	4,923.52
	4,923.52
Total assets	10,835.59
Less liabilities	
Administrative Fund	
Prepaid Levies--Admin	3,640.00
	3,640.00
Reserve Fund	
Prepaid Levies--Reserve	536.90
	536.90
Total liabilities	4,176.90
Net assets	**$6,658.69**

Westralian
Strata Services

P | (08) 6114 6745
Suite 3, 37A Brandon Street
SOUTH PERTH WA 6151
E | reception@westralianstrata.com.au
ABN 86 381 077 595

Income & Expenditure Statement for the financial year-to-date 01/07/2024 to 01/04/2025

The Owners of 168 Banksia Street SP 11382 — 168 Banksia Street, TUART HILL WA 6060

Administrative Fund

	Current period 01/07/2024-01/04/2025
Revenue	
Interest on Arrears--Admin	13.71
Levies Due--Admin	20,600.00
Total revenue	20,613.71
Less expenses	
Admin--Bank Charges--Account Fees	32.90
Admin--Disbursements	495.00
Admin--Management Fees--Standard	3,000.77
Admin--Meeting Attendance	385.00
Insurance Premium- Stamp Duty	533.16
Insurance--Excesses	848.40
Insurance--Premiums	11,730.88
Maint Bldg--General Repairs	841.50
Maint Grounds--Lawns & Gardening	1,961.00
Utility--Water Consumption	1,549.14
Total expenses	21,377.75
Surplus/Deficit	(764.04)
Opening balance	6,729.24
Closing balance	**$5,965.20**

Reserve Fund

	Current period 01/07/2024-01/04/2025
Revenue	
Interest on Arrears--Reserve	2.10
Levies Due--Reserve	3,068.00
Total revenue	3,070.10
Less expenses	
Total expenses	0.00
Surplus/Deficit	3,070.10
Opening balance	1,316.52
Closing balance	**$4,386.62**

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

Income & Expenditure Statement for the financial year to 30/06/2025

The Owners of Strata Scheme 11382 — 168 Banksia Street, TUART HILL WA 6060

Administrative Fund

	Current period 01/07/2024-30/06/2025
Revenue	
Interest on Arrears--Admin	13.71
Levies Due--Admin	20,600.00
Total revenue	20,613.71
Less expenses	
Admin--Agent Disbursements	660.00
Admin--Bank Charges	32.90
Admin--Management Fees--Standard	4,001.03
Admin--Meeting Fee	385.00
Insurance--Excesses	848.40
Insurance--Premiums	12,264.04
Maint Bldg--General Repairs	841.50
Maint Bldg--Gutters & Downpipes	480.00
Maint Bldg--Pest/Vermin Control	1,232.00
Maint Grounds--Lawns & Gardening	2,406.50
Utility--Water Usage	1,919.51
Total expenses	25,070.88
Surplus/Deficit	(4,457.17)
Opening balance	6,729.24
Closing balance	**$2,272.07**

Reserve Fund

	Current period 01/07/2024-30/06/2025
Revenue	
Total revenue	0.00
Less expenses	
Total expenses	0.00
Surplus/Deficit	0.00
Opening balance	4,386.62
Closing balance	**$4,386.62**

Westralian
Strata Services

P | (08) 6114 6745
Suite 3, 37A Brandon Street
SOUTH PERTH WA 6151
E | reception@westralianstrata.com.au
ABN 86 381 077 595

Detailed Expenses for the financial year from 01/07/2024 to 01/04/2025

The Owners of 168 Banksia Street SP 11382

168 Banksia Street, TUART HILL WA 6060

Administrative Fund

Date	Details	Payee	Group	Amount	Status	Type	Ref.No.	Payment No.
Admin--Bank Charges--Account Fees 151401								
31/07/2024	Service Charge Fee		General	1.20	Paid	Oth		189
31/07/2024	DEFT Process Fee		General	3.50	Paid	Oth		190
30/08/2024	Service Charge Fee		General	0.80	Paid	Oth		192
30/09/2024	Service Charge Fee		General	0.60	Paid	Oth		194
30/09/2024	DEFT Process Fee		General	7.00	Paid	Oth		195
31/10/2024	Service Charge Fee		General	0.80	Paid	Oth		197
31/10/2024	DEFT Process Fee		General	1.00	Paid	Oth		198
29/11/2024	Service Charge Fee		General	0.60	Paid	Oth		200
31/12/2024	Service Charge Fee		General	0.80	Paid	Oth		202
31/12/2024	DEFT Process Fee		General	6.00	Paid	Oth		203
31/01/2025	Service Charge Fee		General	0.40	Paid	Oth		204
31/01/2025	DEFT Process Fee		General	1.00	Paid	Oth		205
28/02/2025	Service Charge Fee		General	0.60	Paid	Oth		206
31/03/2025	Service Charge Fee		General	0.60	Paid	Oth		207
31/03/2025	DEFT Process Fee		General	8.00	Paid	Oth		208
				$32.90				
Admin--Disbursements 154800								
01/07/2024	Disbursements (Agency) July 2024	Westralian Strata Services	General	55.00	Paid	DE		000285

Administrative Fund

Date	Details	Payee	Group	Amount	Status	Type	Ref.No.	Payment No.
02/08/2024	Disbursements (Agency) August 2024	Westralian Strata Services	General	55.00	Paid	DE		000290
02/09/2024	Disbursements (Agency) September 2024	Westralian Strata Services	General	55.00	Paid	DE		000292
02/10/2024	Disbursements (Agency) October 2024	Westralian Strata Services	General	55.00	Paid	DE		000294
04/11/2024	Disbursements (Agency) November 2024	Westralian Strata Services	General	55.00	Paid	DE		000296
02/12/2024	Disbursements (Agency) December 2024	Westralian Strata Services	General	55.00	Paid	DE		000298
07/01/2025	Disbursements (Agency) January 2025	Westralian Strata Services	General	55.00	Paid	DE		000300
03/02/2025	Disbursements (Agency) February 2025	Westralian Strata Services	General	55.00	Paid	DE		000302
05/03/2025	Disbursements (Agency) March 2025	Westralian Strata Services	General	55.00	Paid	DE		000304
				$495.00				
Admin--Management Fees--Standard 154000								
01/07/2024	Standard Management Fee July 2024	Westralian Strata Services	General	317.58	Paid	DE		000285
19/07/2024	Management Fee correction July 24 after AGM	Westralian Strata Services	General	15.83	Paid	DE		000289
02/08/2024	Standard Management Fee August 2024	Westralian Strata Services	General	333.42	Paid	DE		000290
02/09/2024	Standard Management Fee September 2024	Westralian Strata Services	General	333.42	Paid	DE		000292
02/10/2024	Standard Management Fee October 2024	Westralian Strata Services	General	333.42	Paid	DE		000294
04/11/2024	Standard Management Fee November 2024	Westralian Strata Services	General	333.42	Paid	DE		000296
02/12/2024	Standard Management Fee December 2024	Westralian Strata Services	General	333.42	Paid	DE		000298
07/01/2025	Standard Management Fee January 2025	Westralian Strata Services	General	333.42	Paid	DE		000300
03/02/2025	Standard Management Fee February 2025	Westralian Strata Services	General	333.42	Paid	DE		000302
05/03/2025	Standard Management Fee March 2025	Westralian Strata Services	General	333.42	Paid	DE		000304
				$3,000.77				
Admin--Meeting Attendance 154050								
24/07/2024	AGM Meeting Attendance July 2024	Westralian Strata Services	General	385.00	Paid	DE		000289
				$385.00				
Insurance Premium- Stamp Duty 159110								

Administrative Fund

Date	Details	Payee	Group	Amount	Status	Type	Ref.No.	Payment No.
21/03/2025	Insurance Premium - Stamp Duty	Honan Insurance Group (WA) Pty Ltd	General	533.16	Paid	BPAY	40121681914 230032	58
				$533.16				
Insurance--Excesses 159000								
04/10/2024	IQumulate Premium Funding 04/10/2024	Direct charge	General	848.40	Paid	Oth		196
				$848.40				
Insurance--Premiums 159100								
04/07/2024	IQumulate Premium Funding	Direct charge	General	848.40	Paid	Oth		188
05/08/2024	IQumulate Premium Funding	Direct charge	General	848.40	Paid	Oth		191
04/09/2024	iQumulate funding 04/09/2024	Direct charge	General	848.40	Paid	Oth		193
04/11/2024	IQumulate Funding (insurance) 04.11.2024	Direct charge	General	848.40	Paid	Oth		199
04/12/2024	IQumulative Premium Funding (Insurance)	Direct charge	General	848.39	Paid	Oth		201
21/03/2025	Insurance Premium 04/03/25 - 04/03/2026	Honan Insurance Group (WA) Pty Ltd	General	7,488.89	Paid	BPAY	40121681914 230032	58
				$11,730.88				
Maint Bldg--General Repairs 167200								
04/07/2024	Paving Caving in around soakwell	K Craft Building	General	841.50	Paid	DE	233	000286
				$841.50				
Maint Grounds--Lawns & Gardening 178400								
10/07/2024	Garden Maintenance services on 18/06/2024	RNW Property Maintenance	General	261.50	Paid	DE	INV-2705	000287
19/07/2024	Garden Maintenance services on 17/07/2024	RNW Property Maintenance	General	181.50	Paid	DE	INV-2720	000288
09/08/2024	Garden Maintenance & Spray weeds on 19/07/24	RNW Property Maintenance	General	132.00	Paid	DE	INV-2722	000291
13/09/2024	Garden Maintenance 05/09/24	RNW Property Maintenance	General	181.50	Paid	DE	inv-2751	000293
04/10/2024	Garden Maintenance 24/09/24	RNW Property Maintenance	General	220.00	Paid	DE	INV-2780	000295
22/11/2024	Garden Maintenance ON 18/11/24	RNW Property Maintenance	General	220.00	Paid	DE	INV-2828	000297
20/12/2024	Garden Maintenance 05/12/24	RNW Property Maintenance	General	181.50	Paid	DE	INV-2877	000299
17/01/2025	Garden Maintenance on 06/01/25	RNW Property Maintenance	General	181.50	Paid	DE	inv-2912	000301

Date	Details	Payee	Group	Amount	Status	Type	Ref.No.	Payment No.
		Administrative Fund						
21/02/2025	Garden Maintenance 10/02/2025	RNW Property Maintenance	General	181.50	Paid	DE	INV-2942	000303
28/03/2025	Garden Maintenance 24.03.2025	RNW Property Maintenance	General	220.00	Paid	DE	INV-2992	000305
				$1,961.00				
Utility--Water Consumption 191200								
29/08/2024	Water Use - 18 JUN TO 20 AUG 2024	Water Corporation	General	335.92	Paid	BPAY	9002476724	54
28/10/2024	Water Use - 20 Aug 24 - 18 oct 24	Water Corporation	General	318.32	Paid	BPAY	9002476724	55
19/12/2024	Water Use - 18 oCT - 16 dEC 2024	Water Corporation	General	368.37	Paid	BPAY	9002476724	56
28/02/2025	Water Use - 16 Dec - 19 Feb 2025	Water Corporation	General	526.53	Paid	BPAY	9002476724	57
				$1,549.14				
			Total expenses	**$21,377.75**				

Where an invoice status is Paid and no payment number is displayed the payment has been made outside of the reporting period.

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

Detailed Expenses
for the financial year
from 01/07/2024 to 30/06/2025

The Owners of Strata Scheme 11382

168 Banksia Street, TUART HILL WA 6060

Administrative Fund

Date	Details	Payee	Group	Amount	Status	Type	Ref.No.	Payment No.
Admin - Section 110 Fee 155010								
03/06/2025	Lot 5 - Section 110 - Searchlight Technology			(308.00)		Rct	99855	
30/06/2025	Section 110 Fee June 2025	SVN Strata Pty Ltd		308.00	Paid	DE		026372
				$0.00				
Admin--Agent Disbursements 153800								
02/04/2025	YTD Expense			495.00		Jnl	24152	
30/04/2025	Agent Disbursement Fees April 2025	SVN Strata Pty Ltd		55.00	Paid	DE		024898
30/05/2025	Agent Disbursement Fees May 2025	SVN Strata Pty Ltd		55.00	Paid	DE		025542
30/06/2025	Agent Disbursement Fees June 2025	SVN Strata Pty Ltd		55.00	Paid	DE		026372
				$660.00				
Admin--Bank Charges 151400								
02/04/2025	YTD Expense			32.90		Jnl	24151	
				$32.90				
Admin--Management Fees--Standard 154000								
02/04/2025	YTD Expense			3,000.77		Jnl	24153	
30/04/2025	Standard Management Fee April 2025	SVN Strata Pty Ltd		333.42	Paid	DE		024898
30/05/2025	Standard Management Fee May 2025	SVN Strata Pty Ltd		333.42	Paid	DE		025542
30/06/2025	Standard Management Fee June 2025	SVN Strata Pty Ltd		333.42	Paid	DE		026372
				$4,001.03				
Admin--Meeting Fee 154200								

Administrative Fund

Date	Details	Payee	Group	Amount	Status	Type	Ref.No.	Payment No.
02/04/2025	YTD Expense			385.00		Jnl	24154	
				$385.00				
Insurance--Excesses 159000								
02/04/2025	YTD Expense			848.40		Jnl	24156	
				$848.40				
Insurance--Premiums 159100								
02/04/2025	YTD Expense			12,264.04		Jnl	24155	
				$12,264.04				
Maint Bldg--General Repairs 167200								
02/04/2025	YTD Expense			841.50		Jnl	24157	
				$841.50				
Maint Bldg--Gutters & Downpipes 167800								
17/04/2025	Clean to all gutters & downpipes 15/04/2025	John Adams Roof Tiles & Building Maintenance		480.00	Paid	DE	25217	024846
				$480.00				
Maint Bldg--Pest/Vermin Control 172000								
15/04/2025	6 monthly termite inspection 31/03/2025	Pest Cure		291.50	Paid	DE	06690	024869
15/04/2025	6 monthly termite inspection 30/10/2024	Pest Cure		616.00	Paid	DE	06775	024768
26/05/2025	Inspection & treatment 21/05/2025	Pest Cure		324.50	Paid	DE	07087	025651
				$1,232.00				
Maint Grounds--Lawns & Gardening 178400								
02/04/2025	YTD Expense			1,961.00		Jnl	24158	
12/05/2025	Garden maintenance & reticulation works 23/04/2025	RNW Reticulation Services		247.50	Paid	DE	3006	025361
13/06/2025	Garden maintenance 11/06/2025	RNW Reticulation Services		198.00	Paid	DE	3029	026131
				$2,406.50				
Utility--Water Usage 191200								
02/04/2025	YTD Expense			1,549.14		Jnl	24159	

Date	Details	Payee	Group	Amount	Status	Type	Ref.No.	Payment No.
Administrative Fund								
30/04/2025	Water Usage 19/02/2025 - 17/04/2025	Water Corporation		370.37	Paid	BPAY	9002476724	16214
				$1,919.51				
			Total expenses	**$25,070.88**				

Where an invoice status is Paid and no payment number is displayed the payment has been made outside of the reporting period.

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

Proposed Budget
to apply from 01/07/2025

The Owners of Strata Scheme 11382 — 168 Banksia Street, TUART HILL WA 6060

Administrative Fund

	Proposed budget
Revenue	
Levies Due--Admin	20,600.00
Total revenue	20,600.00
Less expenses	
Admin--Agent Disbursements	660.00
Admin--Bank Charges	50.00
Admin--Management Fees--Additional Services	200.00
Admin--Management Fees--Standard	4,001.00
Insurance--Premiums	8,500.00
Maint Bldg--Electrical	500.00
Maint Bldg--General Repairs	2,000.00
Maint Bldg--Plumbing & Drainage	350.00
Maint Grounds--Lawns & Gardening	2,500.00
Utility--Water Usage	2,500.00
Total expenses	21,261.00
Surplus/Deficit	(661.00)
Opening balance	2,272.07
Closing balance	$1,611.07
Total units of entitlement	10
Levy contribution per unit entitlement	$2,060.00

Reserve Fund

	Proposed budget
Revenue	
Levies Due--Reserve	3,068.00
Total revenue	3,068.00
Surplus/Deficit	3,068.00
Opening balance	4,386.62
Closing balance	$7,454.62
Total units of entitlement	10
Levy contribution per unit entitlement	$306.80

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

Insurance

as at 30/06/2025

Strata Scheme 11382 — 168 Banksia Street, TUART HILL WA 6060

Policy No. WRSC22001542 — Strata Community Insurance
Type: Residential Strata — Broker: Honan Insurance Group Pty Ltd

Premium: $8,022.05 — Paid on: 04/03/2025 — Policy start date: 04/03/2025 — Next due: 04/03/2026

Cover	*Sum insured*	*Excess*	*Notes*
Building	$3,146,000.00	$1,000.00	
Common Area Contents	$31,460.00	$1,000.00	
Terrorism	Applies	$1,000.00	
Loss Of Rent/temp Accommodation	$471,900.00	$1,000.00	
Floating Floors	Included	$1,000.00	
Liability	$20,000,000.00	$0.00	
Workers Compensation	Selected	$0.00	
Fidelity Guarantee	$100,000.00	$0.00	
Office Bearers Liability	$500,000.00	$0.00	
Catastrophe	$471,900.00	$0.00	
Government Audit Costs	$25,000.00	$0.00	
Appeal Expenses	$100,000.00	$0.00	
Legal Defence Expenses	$50,000.00	$1,000.00	and 10% Contribution
Lot Owners Fixtures & Fittings (per Lot)	$300,000.00	$0.00	
Voluntary Workers	$200,000 / $2,000	$0.00	

Last valuation done on 09/01/2023

Insurance valuation $2,860,000.00

STRATA COMMUNITY INSURANCE

stratacommunityinsure.com.au
T 1300 SCINSURE (1300 724 678)
E myenquiry@scinsure.com.au
A PO Box Z5111, St Georges Terrace, WA 6831

CERTIFICATE OF CURRENCY

THE INSURED

POLICY NUMBER	WRSC22001542
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording SCI034-Policy-RS-PPW-02/2021 Supplementary Product Disclosure Statement SCIA-036_SPDS_RSC-10/2021
THE INSURED	The Owners of 168 Banksia Street Tuart Hill Strata Plan 11382
SITUATION	168 Banksia Street, Tuart Hill, WA, 6060
PERIOD OF INSURANCE	Commencement Date: 4:00pm on 04/03/2025 Expiry Date: 4:00pm on 04/03/2026
INTERMEDIARY	Honan Insurance Group (WA) Pty Ltd
ADDRESS	PO Box 7989, Cloisters Square PO, WA, 6850
DATE OF ISSUE	05/03/2025

POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	$3,146,000
		Common Area Contents	$31,460
		2. Terrorism Cover under Section 1 Part A2	Applies
	PART B	Loss of Rent/Temporary Accommodation	$471,900
	OPTIONAL COVERS	1. Flood	Not Included
		2. Floating Floors	Included
SECTION 2	Liability		$20,000,000
SECTION 3	Voluntary Workers		Included
SECTION 4	Workers Compensation		Selected
SECTION 5	Fidelity Guarantee		$100,000
SECTION 6	Office Bearers' Liability		$500,000
SECTION 7	Machinery Breakdown		Not Included
SECTION 8	Catastrophe		$471,900
SECTION 9	PART A	Government Audit Costs – Professional Fees	$25,000
	PART B	Appeal Expenses	$100,000
	PART C	Legal Defence Expenses	$50,000
SECTION 10	Lot Owners' Fixtures and Improvements		$300,000
SECTION 11	Loss of Lot Market Value		Not Included

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a policy existed for the Period of Insurance and sums insured shown herein. The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further

The Strength of Experience.
Strata Community Insurance Agencies Pty Limited ABN 72 165 914 009

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

VOTING BY PROXY

An Instrument appointing a proxy to cast a vote must be in writing and executed by the appointer's attorney.

Subject to any limitations expressed in the instrument of appointment, the appointment of a proxy is for all general meetings and for all purposes.

The instrument of appointment of a proxy may limit the appointment:

- To a specified general meeting or to voting on a specified resolution; or
- To general meetings held, or votes taken, within a specified period; or
- To a specified purpose; or
- In any specified way.

A proxy may be, but is not required to be, a member of the strata company.

The regulations may impose limitations on a strata manager being appointed as a proxy, including limitations as to the number of lot owners or unit entitlements of lots for which a strata manager may be appointed as a proxy.

QUORUM

No business may be transacted at a general meeting unless a quorum is present at the time when the meeting proceeds to business.

At a general meeting of a strata company for a strata titles scheme other then a 2-lot scheme, a quorum is constituted if there are present persons who are entitled to cast the votes attached to 50% of the lots in the scheme.

If a quorum is not present after 30 minutes has elapsed from the time appointed for a general meeting of a strata company for a strata titles scheme other than a 2-lot scheme, the persons entitled to vote who are present at the meeting are taken to constitute a quorum for the purposes of that meeting.

A person who is a proxy of a person entitled to cast the vote attached to a lot is to be counted for the purposes of determining whether a quorum is present.

VOTING

The owner of each lot in a strata titles scheme is entitled to one vote on a proposed resolution of the strata company.

However, the owner of a lot is not entitled to cast the vote attached to the lot if;

- The resolution is not required to be a unanimous resolution or a resolution without dissent and is not a resolution for postponing the expiry day for a leasehold scheme or a termination resolution; and

- There is an outstanding amount recoverable under the Strata Titles Act 1985 owed to the Strata Company by the owner of the lot.

A proposed resolution can be put to the members of a strata company at a general meeting or outside of a general meeting.

A resolution can be proposed only by a member of the strata company who is entitled to vote on the resolution.

The vote attached to a lot can, and can only, be cast, if the time it is cast, the person is entitled to cast the vote attached to the lot.

The owner of a lot may cast the vote attached to the lot in person or by duly appointed proxy.

However, if a vote is taken at a general meeting at which both the owner of a lot and a proxy entitled to cast the vote attached to the lot are present and the owner is not a co-owner of the lot, the owner of the lot must cast the vote.

Council Nomination Form

The Owners of 168 Banksia Street Tuart Hill
Strata Plan 11382

Annual General Meeting held on Friday, 29 August 2025 at 4:30 PM

I/We, as proprietor/s of Strata Plan **11382** of Lot/s _____, nominate the below named person as a candidate for election as a member of the Council of Owners at the Annual General Meeting.

Name of Nominee: _____

Nominee's Consent: I, the above-named nominee, confirm that I consent to being Nominated as a candidate for election as a member of the Council of Owners as set out in this Notice.

_____
Nominee's Signature

SOLE OR CO-PROPRIETOR *Signed by member[s] giving proxy*

NAME	SIGNATURE	DATE

LOT/S OWNED BY A COMPANY
EXECUTED by

_____
in accordance with S127(1) of the Corporations Act 2001

_____
Signature of Director or Sole Director/Company Secretary (**Circle whichever is applicable**)

_____
[Print full name block letters]

_____
Signature of Director or Sole Director/Company Secretary (**Circle whichever is applicable**)

_____
[Print full name block letters]

This form of consent to nomination for election as a member of the Council of Owners must be handed to the Chairperson of the Annual General Meeting of the strata prior to the close of nominations.

[A written consent is required if the candidate, being a natural person, is not personally present at the Annual General Meeting. If the candidate is a corporation the nomination and acceptance must be in writing and may need to be signed under the common seal of that corporation, dependant on the articles of association of the corporation]

SVN | Strata
Level 10, 12 St Georges Terrace | Perth WA 6000
T. 08 9427 7955 | E. strata@svnperth.com | svn.com.au/strata/

General Proxy Form

The Owners of 168 Banksia Street Tuart Hill
Strata Plan 11382

I/We, as the Proprietor/s of Strata Plan **11382** of Lot/s:

NAME/S OF LOT OWNER/S

AUTHORISE

Name of person:

Or, failing in their attendance at the general meeting, the Chairperson of the meeting to act, speak and vote on my/our behalf:

*(Please select **ONE** option)*

☐ As an enduring proxy until this enduring proxy is revoked, to vote on all motions. For all general meetings and outside of meeting voting.

OR

☐ At the Annual General Meeting of the Strata Plan scheduled to be held on **Friday, 29 August 2025 at 4:30 PM**, to vote on all motions unless Proprietor's Instructions are provided.

OR

☐ I/We direct proxy to vote as per the **Proprietor's Instructions** attached.

SOLE OR CO-PROPRIETOR *Signed by member(s) giving proxy*

NAME	SIGNATURE	DATE

LOT/S OWNED BY A COMPANY
EXECUTED by

_____
in accordance with S127(1) of the Corporations Act 2001

_____	_____
Signature of Director or Sole Director/Company Secretary (**Circle whichever is applicable**)	Signature of Director or Sole Director/Company Secretary (**Circle whichever is applicable**)
_____	_____
(Print full name block letters)	(Print full name block letters)
_____	_____
(Usual address)	(Usual address)

SVN | Strata
Level 10, 12 St Georges Terrace | Perth WA 6000
T. 08 9427 7955 | E. strata@svnperth.com | svn.com.au/strata/

Proprietor's Instructions Form

The Owners of 168 Banksia Street Tuart Hill
Strata Plan 11382

Annual General Meeting held on Friday, 29 August 2025 at 4:30 PM

**Please note "General Proxy Form" must be completed in conjunction with this form.*

I/We, as the proprietor/s of Lot/s_____, advise that the holder of this instruction must vote as follows:

1. Appointment of Chairperson

In favour ☐ Against ☐ Abstain ☐

2. Confirmation of Previous Minutes

In favour ☐ Against ☐ Abstain ☐

3. Adoption of Financial Statements

In favour ☐ Against ☐ Abstain ☐

4. Authorisation of Recovery Actions

In favour ☐ Against ☐ Abstain ☐

5. Renewal of Insurance Policy

In favour ☐ Against ☐ Abstain ☐

6. Building Replacement Insurance Valuation

In favour ☐ Against ☐ Abstain ☐

7. Review or Preparation of 10-Year Plan

In favour ☐ Against ☐ Abstain ☐

8. Adoption of Proposed Budget for Admin Fund

In favour ☐ Against ☐ Abstain ☐

9. Administration Levy Contributions

In favour ☐ Against ☐ Abstain ☐

10. Reserve Levy Contributions

In favour ☐ Against ☐ Abstain ☐

11. Election to the Council of Owners

In favour ☐ Against ☐ Abstain ☐

12. Council of Owner Authorisations

In favour ☐ Against ☐ Abstain ☐

Matters without notice for discussion and for referral to the Council of Owners

_____

_____

_____

_____

SVN | Strata
Level 10, 12 St Georges Terrace | Perth WA 6000
T. 08 9427 7955 | E. strata@svnperth.com | svn.com.au/strata/

Debt Recovery Process

In accordance with Section 100(4) of the Strata Titles Act 1985, all levies are due and payable as agreed at the general meeting of the Strata Company.

Any unpaid amount will bear interest at a rate of 11% per annum as per the Strata Titles Act. Any interest received is payable to the Strata Company and not SVN Strata.

To ensure the timely payment of all levies, the following is a timeline of the debt recovery process undertaken by SVN Strata:

STAGE	PROCESS	CHARGE
Issue Levy Notice	Issued prior to the due date	No charge
Stage 1 – First Reminder	REMINDER sent 45-60 days after due date	$44.00 charge to the Strata Company - on charged to the lot proprietor
Stage 2 – Second Reminder	FINAL REMINDER sent 75-90 days after due date	$44.00 charge to the Strata Company - on charged to the lot proprietor
Stage 3 – Third & Final Reminder	Notice of intention to commence legal action if debt is not paid within 7 days	$44.00 charge to the Strata Company - on charged to the lot proprietor
Letter of Demand	Solicitor engaged to issue Letter of Demand	$198.00 - $385.00 charge to the Strata Company
Further Legal Proceedings	Solicitor engagement	Subject to Council of Owners Instructions

SVN | Strata
Level 10, 12 St Georges Terrace | Perth WA 6000
T. 08 9427 7955 | E. strata@svnperth.com | svn.com.au/strata/

Westralian
Strata Services

P | (08) 6114 6745
Suite 3, 37A Brandon Street
SOUTH PERTH WA 6151
E | reception@westralianstrata.com.au
ABN 86 381 077 595

Notice of Levies Due in April 2025

Notice is hereby given pursuant to Sections 43, 47 and 100 of the Strata Titles Act (STA) 1985 that the following contributions are due

Issued 06/03/2025 on behalf of:

The Owners of 168 Banksia Street SP 11382
ABN 34020862753
168 Banksia Street
TUART HILL WA 6060

Mr Shaun Markovic
2/168 Banksia Street
TUART HILL WA 6060

for Lot 2 Unit 2
Shaun Jeremy MARKOVIC

Due date	Details	Amounts due ($) Admin Fund	Reserve Fund	Total
01/04/2025	Quarterly Admin/Reserve Levy: 1st April 2025 - 30th June 2025	520.00	76.70	596.70
	Total levies due in month	520.00	76.70	596.70

Total of this levy notice	596.70
Levies in arrears	0.00
Interest on levies in arrears	0.00
Outstanding owner invoices	0.00
Subtotal of amount due	596.70
Prepaid	0.00
Total amount due	**$596.70**

Levy Payment due 01/04/2025

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

Cheques should be made payable to 'The Owners of 168 Banksia Street SP 11382'

MACQUARIE BANK

DEFT PAYMENT SYSTEMS

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

BPAY Biller code 96503

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

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

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

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

Mr Shaun Markovic

Strata Scheme 11382

Lot 2 Unit 2

*496 246800346 14236

Westralian Strata Services

DEFT Reference Number
24680034614236

Amount Due
$596.70

Due Date
01/04/2025

Amount Paid
$

+246800346 14236 < 000059670<3+

Attachment 7 (2 of 2)

Notice of Levies Due in July 2025

Notice is hereby given pursuant to Sections 43, 47 and 100 of the Strata Titles Act (STA) 1985 that the following contributions are due

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

Issued 04/06/2025 on behalf of:

The Owners of Strata Scheme 11382
ABN 34020862753
168 Banksia Street
TUART HILL WA 6060

Mr Shaun Markovic
2/168 Banksia Street
TUART HILL WA 6060

for Lot 2 Unit 2
Shaun Jeremy MARKOVIC

Due date	Details	Amounts due ($) Admin Fund	Reserve Fund	Total
01/07/2025	Quarterly Admin/Reserve Levy 01/07/2025 - 30/09/2025	520.00	76.70	596.70
	Total levies due in month	520.00	76.70	596.70

Total of this levy notice	596.70
Levies in arrears	0.00
Interest on levies in arrears	0.00
Outstanding owner invoices	0.00
Subtotal of amount due	596.70
Prepaid	0.00
Total amount due	**$596.70**

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

Levy Payment due 01/07/2025

MACQUARIE BANK

DEFT PAYMENT SYSTEMS

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

BPAY Biller code 96503

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

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

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

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

Mr Shaun Markovic

Strata Scheme 11382

Lot 2 Unit 2

*496 304513575 100348

SVN Strata

DEFT Reference Number
304513575100348

Amount Due
$596.70

Due Date
01/07/2025

Amount Paid
$

STRATA COMMUNITY INSURANCE

stratacommunityinsure.com.au
T 1300 SCINSURE (1300 724 678)
E myenquiry@scinsure.com.au
A PO Box Z5111, St Georges Terrace, WA 6831

CERTIFICATE OF CURRENCY

THE INSURED

POLICY NUMBER	WRSC22001542
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording SCI034-Policy-RS-PPW-02/2021 Supplementary Product Disclosure Statement SCIA-036_SPDS_RSC-10/2021
THE INSURED	The Owners of 168 Banksia Street Tuart Hill Strata Plan 11382
SITUATION	168 Banksia Street, Tuart Hill, WA, 6060
PERIOD OF INSURANCE	Commencement Date: 4:00pm on 04/03/2025 Expiry Date: 4:00pm on 04/03/2026
INTERMEDIARY	Honan Insurance Group (WA) Pty Ltd
ADDRESS	PO Box 7989, Cloisters Square PO, WA, 6850
DATE OF ISSUE	05/03/2025

POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	$3,146,000
		Common Area Contents	$31,460
		2. Terrorism Cover under Section 1 Part A2	Applies
	PART B	Loss of Rent/Temporary Accommodation	$471,900
	OPTIONAL COVERS	1. Flood	Not Included
		2. Floating Floors	Included
SECTION 2	Liability		$20,000,000
SECTION 3	Voluntary Workers		Included
SECTION 4	Workers Compensation		Selected
SECTION 5	Fidelity Guarantee		$100,000
SECTION 6	Office Bearers' Liability		$500,000
SECTION 7	Machinery Breakdown		Not Included
SECTION 8	Catastrophe		$471,900
SECTION 9	PART A	Government Audit Costs – Professional Fees	$25,000
	PART B	Appeal Expenses	$100,000
	PART C	Legal Defence Expenses	$50,000
SECTION 10	Lot Owners' Fixtures and Improvements		$300,000
SECTION 11	Loss of Lot Market Value		Not Included

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a policy existed for the Period of Insurance and sums insured shown herein. The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further

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