

ANNEXURE "B"

PK 1  
GS

FORM 21

NOTIFICATION OF CHANGE OF BY-LAWS

Strata Titles Act 1985

Section 42

The Owners of 640 Beeliar Drive Success Strata Plan No 61116 hereby certifies -

- that by resolution without dissent duly passed at a meeting of the strata company on 9 December 2014 which became unconditional on 7 January 2015 the by-laws in Schedule 1 to the Act

as they applied to the strata company, were added to as follows -

Schedule 1 By-Law 16.

Lot 1 Exclusive Use Of Common Property

16.1 Definitions

In this By-law unless the context otherwise requires:

"Commencement Date" means the 1 of July 2013;

"CPI Index Number" means the Consumer Price Index (all Groups) for Perth published by the Australian Bureau of Statistics or any replacement index;

"CPI Review Date" means each anniversary of the Commencement Date during the Term;

"Current CPI Index Number" means the CPI Index Number applying for the last quarterly period before the relevant CPI Review Date;

"Exclusive Use Areas" means those portions of the common property comprising:

- The Storage; and
- the Garden Area;

"Expiry Date" means the first to occur of:

- the termination of Strata Plan 61116 in accordance with the provisions the ST Act;
- the destruction of the building on Lot 1 in accordance with the provisions ST Act;
- the termination of the exclusive use in accordance with By-Law 16.7;

*[Handwritten signature]* Pg 2  
*[Handwritten initials]*

"Preceding CPI Index Number" means the CPI Index Number applying for the last quarterly period before the last CPI Review Date preceding the relevant CPI Review Date (or in the case of the first CPI Review Date, before the Commencement Date);

"Proprietor" means the proprietor of Lot 1 and includes the Lessee;

"Rent" means the sum of Three Thousand Dollars (\$3000.00) per annum exclusive of GST;

"Storage Area" means that portion of the common property marked "B" on the Plan;

"Term" means the term of the Lease being five years commencing on the 15 January 2012 and expiring on the 14 January 2017.

- 16.2 Exclusive Use  
The Proprietor shall be entitled to the exclusive use and enjoyment of the Exclusive Use Areas for the Term and the Further Terms (if applicable).
- 16.3 Rent  
The Proprietor must pay to the Strata Company the Rent during the Term and the Further Terms (if applicable) by one instalment per annum in advance on each anniversary of the Commencement Date with the first instalment being payable on the Commencement Date.
- 16.4 CPI Rent Review  
With effect from (and including) each CPI Review Date, if the Current CPI Index Number is greater than the Preceding CPI Index Number, the Rent must be reviewed on the basis that the reviewed Rent is to be the amount calculated by using the following formula:  
Where:  
A = the amount of the reviewed annual Rent which is payable from (and including) the relevant CPI Review Date;  
B = the Current CPI Index Number  
C = the Preceding CPI Index Number  
D = the amount of the Rent applying immediately before the relevant CPI Review Date
- 16.5 Exclusive Use Obligations  
The exclusive use rights are granted upon and subject to the following terms and conditions:
- (i) the Proprietor must not do or suffer to be done on the Exclusive Use Areas any act or thing by reason of which any increased or extra premium may become payable by the Strata Company for the insurance of the parcel or any part thereof;

Handwritten signature and initials "PS" with "P43" written above.

(xiii) the Proprietor must indemnify the Strata Company and the Council against all actions, claims, demands, suits or causes of action arising out of any wilful or negligent act or omission or breach of duty of care in respect of the Exclusive Use Areas;

(xiv) the Proprietor must obtain and ensure that all occupiers of Lot 1 including the Lessee obtain comprehensive insurance to adequately cover all actions, claims, demands, suits or causes of action referred to in sub-by-law 16.5 (xiii) and, upon demand by the Council, produce evidence that such insurance has been obtained and is current.

16.6 If the Proprietor fails to comply with sub-by-law 16.5 (ix), (xi) and (xii), after giving that Proprietor reasonable notice, the Council may arrange and carry out all works required. The costs of any such works may be recovered from that Proprietor as if such costs were a contribution levied pursuant to section 36(1) of the ST Act.

16.7 Inspection  
The Strata Company, its agents and servants may at all times enter upon the Exclusive Use Areas for the purpose of inspecting, maintaining and repairing the same or for the purpose of ensuring that the By-laws of the strata scheme are observed.

16.8 Default  
If the Proprietor shall make default in the observance of any of the provisions set forth in this By-law the Strata Company may serve written notice on the Proprietor specifying the nature of the default and requiring the default to be made good and if such default shall continue for the period of fourteen (14) days next following the date of service of such notice then the Strata Company may determine this By-law."

The Common Seal of the Owners of 640 Beeliar Drive Success Strata Plan No 61116 was hereunto affixed on 12 January 2015  
In the presence of -

.....  
Lot 10 Norman Sinclair  
Authorised signatory for  
Klepeach Pty Ltd  
Member of Council

.....  
Lot 9 Simon Thomas  
Authorised signatory for  
Tomica Nominees Pty Ltd  
Member of Council

# buying and selling a strata titled lot



x

**FORM 29**  
Strata Titles Act 1985  
Section 69A(f)

## BUYING AND SELLING A STRATA TITLED LOT

This information applies to lots in a strata scheme and a survey-strata scheme.

If you are uncertain about any matter mentioned below you should obtain independent advice from a lawyer or other expert **BEFORE** signing an offer to purchase or sell or entering into a contract to purchase a strata titled lot.

If you intend **BUYING A STRATA TITLED LOT**, you should note that as owner of the lot you will be subject to the following obligations and restrictions.

1. You will be buying the strata titled lot AND a share in the common property in the strata titled scheme.  
The lot number on the strata or survey-strata plan may not correspond with the unit/apartment number used for postal purposes.

2. The strata titled scheme consists of all the lots and the common property which are shown on the strata or survey-strata plan.

On a strata plan, the common property may comprise parts of a building or buildings (eg. walls, floors, roof) in which the lots may be situated and any land not part of a lot.

On a survey-strata plan, the common property is those lots shown as "CP lots" on the plan and will include any building which is situated on a common property lot.

3. As an owner of a strata titled lot, you will be a member of the strata company and entitled to participate in its management.

A strata company automatically comes into existence on registration of the strata or survey-strata plan.

4. Your right to deal with the lot and to use the common property is restricted because it is subject to the *Strata Titles Act 1985 as amended, the by-laws of the strata company, any resolutions which the strata company may have passed, and management by the strata company.*

A copy of the standard by-laws for strata companies which is contained in the Strata Titles Act 1985, is printed at the end of or is attached to this brochure.

The standard by-laws may be repealed, changed or added to by the strata company.

The standard by-laws may be changed by a Management Statement registered at the same time the strata or survey-strata plan is registered.

Later changes to the by-laws by the strata company will be recorded in its records and must be registered on the strata or survey-strata plan within 3 months.

Restrictions on the use of the lot may also be shown on the strata or survey-strata plan.

The strata company may have passed resolutions which affect the lots and common property, e.g. approving a plan of re-subdivision or a transfer or lease of common property. These resolutions are recorded in the minutes of meetings of the strata company.

## buying and selling a strata titled lot



APPROVED BY  
GENERAL COURT HOUSE  
OF WESTERN AUSTRALIA  
CERTIFICATE NO. 100/2011  
FOR USE BY REAL ESTATE

PS

5. You will be liable to pay a strata levy to the strata company for administrative expenses, including maintenance, upkeep and repair of buildings forming part of or on the common property, and insurance of the common property, unless you are in a scheme of 2 to 5 lots which may be exempt from these requirements.

Your contribution will be calculated in proportion to the unit entitlement of the lot to the aggregate unit entitlement of all the lots on the strata or survey-strata plan, unless the strata company has passed a by-law to change the basis on which the contributions are proportioned.

The unit entitlement is found on the strata or survey-strata plan.

You may also be liable to contribute to a reserve fund for contingent expenses, which will be calculated in proportion to the unit entitlement of the lot.

The amount of contributions to a strata levy and reserve fund can be obtained in a certificate from the strata company. The strata company will also be able to advise of any outstanding contributions owing by the seller and of any contributions which have been approved but are not yet due.

6. Except in certain circumstances, 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.

**BEFORE ENTERING INTO A CONTRACT** or an offer to purchase or sell a strata titled lot, the seller must provide to the buyer a completed and signed Disclosure Statement (Form 28 in the Strata Titles General Regulations 1996).

Alternatively, the information required to be included in the Disclosure Statement may be incorporated into the contract.

The Disclosure Statement (or contract) must have attached to it -

- a copy of the registered or proposed strata or survey-strata plan, which clearly identifies the lot being sold and any information which relates specifically to the lot;
- a copy of this document ("Buying and Selling a Strata Titled Lot") (including the standard by-laws);
- a copy of all non standard by-laws of the strata company, including any which have been passed by the strata company but not yet registered or any by-laws which are proposed to apply to the scheme.
- the unit entitlement of all the lots in the scheme.

If the seller is the original proprietor of the lot, then the additional information which is listed in Part 2 of the Disclosure Statement must also be given.

The buyer may have the **RIGHT TO TERMINATE A CONTRACT** to purchase a strata titled lot if -

- (i) a signed and completed Disclosure Statement was not provided by the seller before the buyer entered into the contract or the information required to be included in the Disclosure Statement was not included in the contract; or
- (ii) certain changes occur in relation to the strata company, the strata or survey-strata plan or the common property (as set out in section 69C(3) of the Strata Titles Act 1985) before settlement and the seller has not given notice in writing to the buyer of those changes.

The buyer's right to terminate the contract is restricted if the Disclosure Statement or notification of any changes was given after entering into the contract but before settlement.

The **STANDARD BY-LAWS** contained in the *STRATA TITLES ACT 1985* are \*

(\*Delete whichever is not applicable)

# buying and selling a strata titled lot

x

**FORM 29**  
Strata Titles Act 1985  
Section 69A(f)



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# buying and selling a strata titled lot

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The Disclosure Statement (or contract) must have attached to it -

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The buyer's right to terminate the contract is restricted if the Disclosure Statement or notification of any changes was given after entering into the contract but before settlement.

The **STANDARD BY-LAWS** contained in the *STRATA TITLES ACT 1985* are \*

(\*Delete whichever is not applicable)

WESTERN



AUSTRALIA

REGISTER NUMBER <b>6/SP61116</b>	
DUPLICATE EDITION <b>N/A</b>	DATE DUPLICATE ISSUED <b>N/A</b>

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

VOLUME **2793** FOLIO **106**

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.

  
 REGISTRAR OF TITLES



**LAND DESCRIPTION:**

LOT 6 ON STRATA PLAN 61116  
 TOGETHER WITH A SHARE IN ANY COMMON PROPERTY AS SET OUT ON THE STRATA PLAN

**REGISTERED PROPRIETOR:**  
 (FIRST SCHEDULE)

SUCCESS PROPERTIES PTY LTD OF POST OFFICE BOX 5192, SOUTH LAKE  
 (T L991561 ) REGISTERED 13 JULY 2012

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

- INTERESTS NOTIFIED ON THE STRATA PLAN AND ANY AMENDMENTS TO LOTS OR COMMON PROPERTY NOTIFIED THEREON BY VIRTUE OF THE PROVISIONS OF THE STRATA TITLES ACT NO.33 OF 1985 AS AMENDED.
- \*L991571 MORTGAGE TO AUSTRALIA & NEW ZEALAND BANKING GROUP LTD REGISTERED 13.7.2012.

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.  
 \* Any entries preceded by an asterisk may not appear on the current edition of the duplicate certificate of title.

-----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: SP61116.  
 PREVIOUS TITLE: 2702-760.  
 PROPERTY STREET ADDRESS: UNIT 6, 640 BEELIAR DR, SUCCESS.  
 LOCAL GOVERNMENT AREA: CITY OF COCKBURN.

NOTE 1: DUPLICATE CERTIFICATE OF TITLE NOT ISSUED AS REQUESTED BY DEALING K350352



**SURVEY - STRATA PLAN**  
**61116**

SHEET 1 OF 3 SHEETS

PLAN OF LOT 2 ON DP 59832

CERTIFICATE OF TITLE  
VOLUME 2702 FOLIO 760

LOCAL GOVERNMENT  
CITY OF COCKBURN

INDEX PLAN  
BG34(2) 12.05 &  
BG34(5) 05.02

FIELD BOOK

SCALE 1:500 @ A3

NAME OF SCHEME

LOT 2 BEELIAR DRIVE  
SUCCESS

ADDRESS OF PARCEL

LOT 2 BEELIAR DRIVE  
SUCCESS W.A. 6164

MANAGEMENT STATEMENT YES  NO

LOGGED

DATE

FEE PAID

ASSESS NO.

REGISTERED

APPLICATION

DATE

REGISTRAR OF TITLES

SEAL

WESTERN AUSTRALIAN PLANNING COMMISSION

W.A.P.C. REF:

FORM 26

STRATA TITLES ACT 1985

Sections 25(1), 24(4)

AUSTRALIAN PLANNING COMMISSION TO STRATA PLAN

It is hereby certified that the approval of the Western Australian

Planning Commission has been obtained pursuant to section 25(1)

of the Strata Titles Act 1985 for the subdivision of the property

described herein and relating to the property

described herein.

For Registrar, Western Australian Planning Commission

Date

.....

.....

.....

.....

.....

.....

.....

VERSION

AMENDMENT

AUTHORISED BY

DATE

BEELIAR DRIVE

56 (PAW)

D 91760 (PAW)

55 (PAW)

801

Enlargement "A"

NOT TO SCALE

801

Enlargement "B"

NOT TO SCALE

802

Enlargement "C"

NOT TO SCALE

801

DP 44876

802

DP 44876

801

Enlargement "A"

NOT TO SCALE

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Enlargement "B"

NOT TO SCALE

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Enlargement "C"

NOT TO SCALE

801

Enlargement "A"

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Enlargement "B"

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Enlargement "C"

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Enlargement "A"

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Enlargement "B"

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Enlargement "C"

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801

Enlargement "A"

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802

BEELIAR DRIVE

56 (PAW)

55 (PAW)

802

Enlargement "B"

NOT TO SCALE

801

Enlargement "A"

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802

Enlargement "B"

NOT TO SCALE

801

Enlargement "A"

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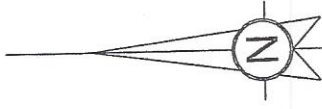
Enlargement "B"

NOT TO SCALE

801

Enlargement "A"

NOT TO SCALE



SCALE 1:500 @ A3  
in metres

**TOTAL SURVEY SOLUTIONS**  
10 GARROW COURT  
KINGSLEY W.A. 6026  
Mobile : 0411 588 277  
Email : leotss@tpg.com.au

**LOCATION PLAN**

**INTERESTS AND NOTIFICATIONS**

SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN	LAND BURDENED	BENEFIT TO	COMMENTS
(X)	EASEMENT	DOC G451640	LOT 2 & COMMON PROPERTY	PT LOT 801 & LOT 803 ON DP 44876 (FORMERLY LOT 9 ON D 21410)	SEE NOTE Z	
(6)	EASEMENT (SEWERAGE)	SEC 167 OF THE P & D ACT, REG 6	DP 59832	LOT 2 & COMMON PROPERTY	WATER CORPORATION	
(8)	EASEMENT (UNDERGROUND ELECTRIC)	SEC 167 OF THE P & D ACT, REG 8	DP 59832	LOT 2 & COMMON PROPERTY	ELECTRICITY NETWORKS CORPORATION	

NOTE Z : THE DIMENSIONS AND POSITION OF THIS EASEMENT ARE BASED ON ACCURATE SURVEYED ALIGNMENTS.

SURVEYORS CERTIFICATE - Reg 54

LEONARDO MANNELLA

I, the undersigned, hereby certify that this plan is accurate and is a correct representation of the survey and/or

(a) "survey" and/or

(b) "calculations from measurements,

(c) "sketches (if applicable)

understand that the purpose of this plan and that it complies with the relevant written law(s) in relation to which it is lodged.

.....

.....

.....

.....



**Landgate**

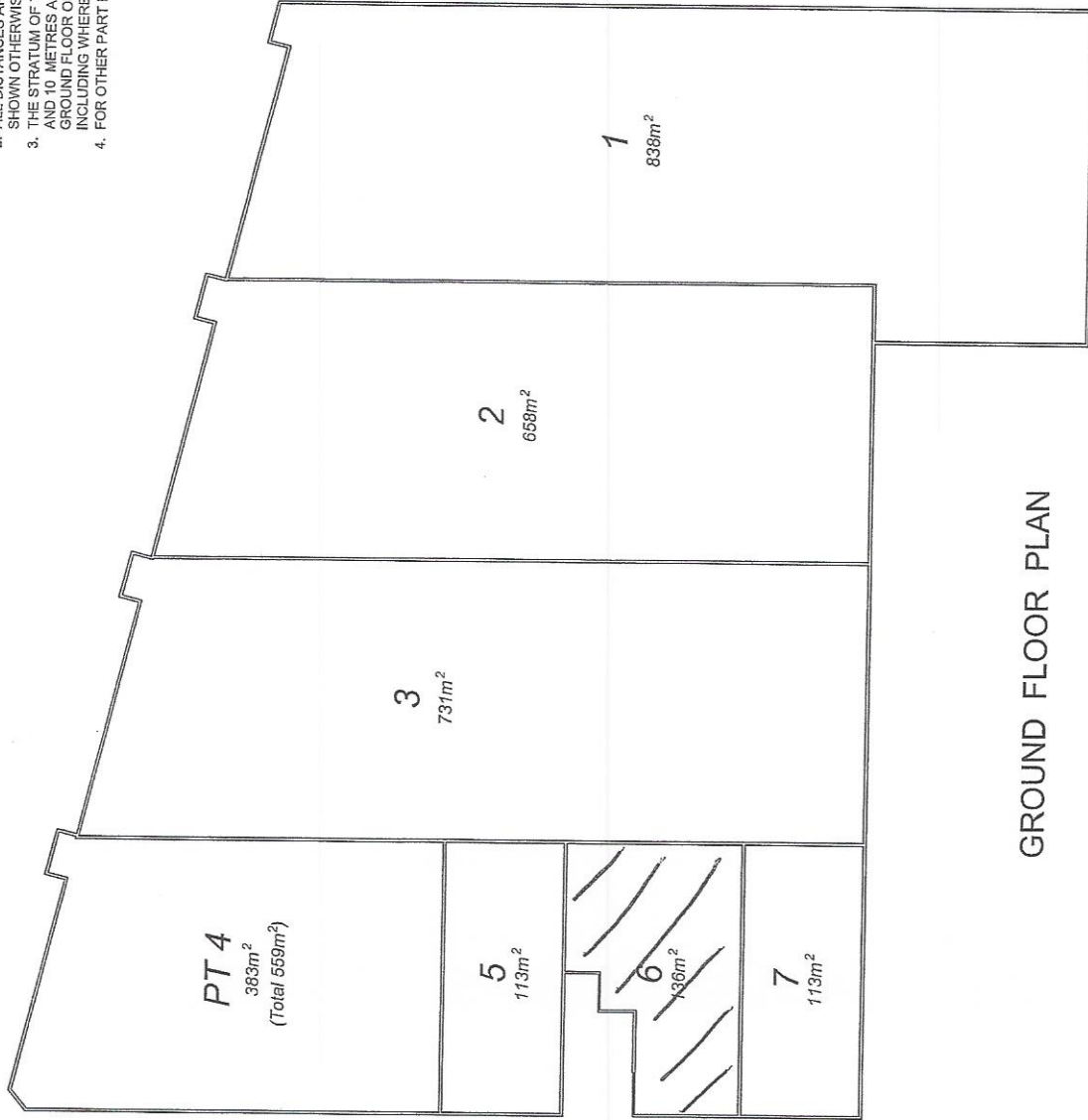
Western Australian Land Information Authority

SURVEY - STRATA PLAN  
61116

SHEET 2 OF 3 SHEETS

NOTES

1. THE BOUNDARIES OF THE LOTS OR PARTS OF THE LOTS WHICH ARE BUILDINGS SHOWN ON THE STRATA PLAN ARE THE INNER SURFACES OF THE WALLS. THE UPPER SURFACE OF THE FLOOR AND THE UNDER SURFACE OF THE CEILING, AS PROVIDED BY SECTION 3(2)(a) OF THE STRATA TITLES ACT 1985.
2. ALL DISTANCES ARE TO THE EXTERNAL FACE OF THE WALLS UNLESS SHOWN OTHERWISE.
3. THE STRATUM OF THE LOTS EXTENDS BETWEEN 5 METRES BELOW AND 10 METRES ABOVE THE UPPER SURFACE LEVEL OF THE LOWEST GROUND FLOOR OF THE BUILDING LOCATED ON EACH RESPECTIVE LOT, INCLUDING WHERE COVERED.
4. FOR OTHER PART LOT 4 SEE SHEET 3.



GROUND FLOOR PLAN

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*[Handwritten initials]*

FORM 3

Schedule of Unit Entitlement		Office Use Only		Schedule of Unit Entitlement		Office Use Only	
		Current Cs of Title				Current Cs of Title	
Lot No,	Unit Entitlement	Vol.	Fol.	Lot No,	Unit Entitlement	Vol.	Fol.
1	22						
2	19						
3	20						
4	15						
5	4						
6	4						
7	4						
8	4						
9	4						
10	4						
				Aggregate	100		

DESCRIPTION OF PARCEL AND BUILDING

A new two storey concrete and iron office showroom warehouse complex comprising 10 strata units within Lot 2 on Plan 59832 comprised in Certificate of Title Volume 2702 Folio 760. Address is Lot 2 Beeliar Drive Success.

CERTIFICATE OF LICENSED VALUER  
STRATA

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

14-Oct-2011  
Date

 Don Eftos  
2011.10.14  
15:37:05 +08'00'  
Signed

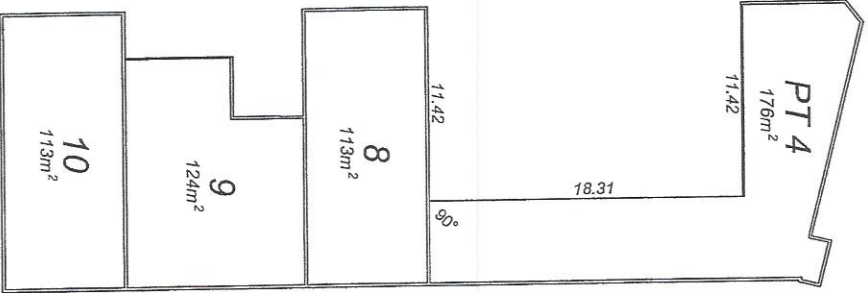
SURVEY - STRATA PLAN

61116

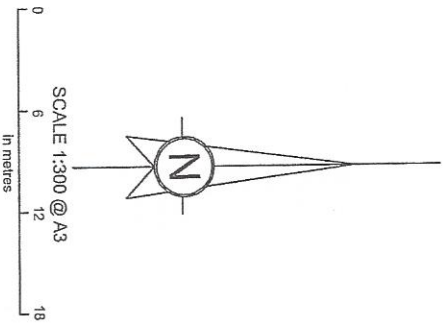
SHEET 3 OF 3 SHEETS

NOTES

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4. FOR OTHER PART LOT 4 SEE SHEET 2.



FIRST FLOOR PLAN



# sale of strata titled lot or proposed strata titled lot



APPROVED BY  
THE REAL ESTATE INSTITUTE  
OF WESTERN AUSTRALIA (RICA)  
COPYRIGHT © REIWA 2012  
FOR USE BY REIWA MEMBERS



## FORM 28 DISCLOSURE STATEMENT

# SALE OF STRATA TITLED LOT OR PROPOSED STRATA TITLED LOT

*Section 69 Strata Titles Act 1985*

### FOR SELLER'S INFORMATION

1. The information incorporated in this statement -
  - must be given to a prospective buyer of a strata titled lot before the prospective buyer makes an offer to purchase, accepts an offer to sell or enters into a contract to purchase the strata titled lot;
  - and
  - may be given in the form of this statement or may be incorporated in the contract of sale of the strata titled lot.
2. This statement applies to the sale of a lot on a strata plan or a survey-strata plan.
3. If certain changes occur in relation to the strata company, the strata/survey-strata plan or the common property (as set out in section 69C(3) of the *Strata Titles Act 1985* and mentioned in Form 29), before settlement, you must give notice in writing of those changes to the prospective buyer as soon as you become aware of those changes.
4. Failure to give this statement or incorporate the information in the contract of sale or failure to notify of any changes may give the prospective buyer the right to terminate the contract. Exercise of this right by the prospective buyer is restricted if this statement or notification of any changes was given at any time before settlement.

**Parts 1 and 3 must be completed in every sale of a strata titled lot or proposed strata titled lot.**

**Part 2 must be completed where the strata titled lot or proposed strata titled lot is being sold by the original proprietor, in any of the cases listed in Part 2.**

### FOR BUYER'S INFORMATION

1. The land to which this statement relates, and any ensuing contract of sale, is part of a strata titled scheme which is governed by the *Strata Titles Act 1985*.
2. You should read the information incorporated in this statement as it -
  - identifies the lot which you are proposing to purchase; and
  - sets out what your rights and obligations will be in relation to the lot if you purchase the lot.
3. You may have a right to terminate the contract to purchase the lot if -
  - before entering into the contract, you were not given this statement or the information in this statement was not incorporated into the contract; or
  - certain changes occur in relation to the strata company, the strata/survey-strata plan or the common property (as set out in section 69C(3) of the *Strata Titles Act 1985* and mentioned in Form 29) before settlement and you have not been given notice in writing of those changes.
4. Your right to terminate the contract is restricted if this statement or notification of any changes was given at any time before settlement.
5. If you are uncertain as to any of these matters you should obtain independent advice from a lawyer or other expert before signing any offer to purchase, accepting an offer to sell or entering into a contract to purchase the lot.

# sale of strata titled lot or proposed strata titled lot



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## PART 1 - COMPULSORY DISCLOSURE OF INFORMATION BY EVERY SELLER

### Particulars of buyer and strata company

Description of lot to be sold: lot  on \*strata/survey-strata plan no

Street address of lot

Name of prospective buyer(s)

Buyer's address

Name of Scheme (Building)

\*Address of strata company/name and address of agent (for obtaining section 43 certificate or inspection of records of strata company)

Contact person (if known)  Telephone

(\*Delete whichever is inapplicable)

### Information in relation to Lot, Strata/Survey-strata scheme

The following documents must be attached to this statement:

1. A copy of Form 29 entitled "Buying and Selling a Strata Titled Lot". The standard by-laws are set out in or attached to Form 29.  
See Attachment No 1.
2. A copy of the registered or the proposed strata/survey-strata plan with the lot to be purchased clearly identified and drawing attention to any information on the plan which relates especially to the lot.  
See Attachment 2.
3. A statement of the unit entitlement or proposed unit entitlement of all lots in the scheme or proposed scheme and the aggregate or proposed aggregate unit entitlement. This statement may be -
  - included in the attached copy of the registered or proposed strata/survey-strata plan- see Attachment No. 2; or
  - a separate statement - see Attachment No. 3.
4. A copy of all non-standard strata company by-laws -
  - in the case of an existing scheme, that have been recorded on the strata/survey-strata plan or have been passed by the strata company within the previous three months and not yet recorded on the strata/survey-strata plan; or
  - in the case of a proposed scheme, that are proposed to apply to the scheme, including, where applicable, a Schedule 2A Management Statement.

See Attachment No

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## PART 2 - DISCLOSURE BY ORIGINAL PROPRIETOR WHEN STRATA LOT SOLD FOR FIRST TIME

Part 2 must be completed only where the original proprietor is the seller and -

- the strata titled lot being purchased is on a strata/survey-strata plan that has not been registered; or
- if the first annual general meeting of the strata company has not been held by the original proprietor; or
- if the original proprietor is the owner of 50% or more of the lots in the strata/survey-strata scheme; or
- if the original proprietor has 50% or more of the aggregate unit entitlement in the strata/survey-strata scheme.

### Additional information in relation to strata/survey-strata scheme

#### 1. Agreements for provision of amenities, management or other services

Have either of the strata company or the original proprietor entered into, or propose to enter into, any management agreement, service or maintenance agreement or other agreement for the provision of any amenity or service to the strata company or to any part of the common property or any lot?

YES NO

If yes -

- give details of the terms and conditions of every such agreement, the consideration for it and the estimated costs to the proprietor of the lot.

OR:

- attach copies of the agreements - see Attachment No

#### 2. Pecuniary interest in agreements:

Does the original proprietor have any direct or indirect pecuniary interest, other than as a proprietor of a lot, in any of the agreements referred to in question 1?

YES NO

If yes -

- give details of the pecuniary interest(s).

ORIGINAL DEVELOPER OWNS UNITS 1, 2, 3 + 4.

OR:

- attach details - see Attachment No

#### 3. Estimated strata company receipts and expenditure

Attach a copy of the estimated receipts and expenditure of the strata company for the 12 month period from the later of -

- the day of registration of the strata/survey-strata plan; or
- the day of the last Annual General Meeting or, if none has been held during the 15 months preceding the date of the contract, from the settlement date stated in the contract.

See Attachment No

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## 4. Administrative Fund of the strata company

Is there an administrative fund or proposed administrative fund?

YES  NO

If yes, the contribution or proposed contribution for the Lot, under section 36(1) of the *Strata Titles Act 1985*, is

\$  per annum, which is payable -  
annually

by half-yearly instalments of \$

by quarterly instalments of \$

otherwise (please specify)

## 5. Reserve fund of the strata company

Is there a reserve fund or a proposed reserve fund?

YES  NO

If yes, the amount of the contribution or proposed contribution for the Lot, under section 36(2) of the *Strata Titles Act 1985*, is

\$  per annum, which is payable:  
annually

by half-yearly instalments of \$

by quarterly instalments of \$

otherwise (please specify)

## 6. Proposed lease, licence, exclusive use or special privilege:

Have either of the strata company or the original proprietor granted or propose to grant any lease, licence, right of exclusive use or special privilege over the common property or any part of it to the buyer or any other person?

YES  NO

If yes -

- give details of each lease, licence, right of exclusive use or special privilege, or proposed lease, licence, right of exclusive use or special privilege.

OR

- attach copies of each lease, licence, right of exclusive use or special privilege or proposed lease, licence, right of exclusive use or special privilege.

See Attachment No.



sale of strata titled lot or proposed strata titled lot



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PART 3 - ACKNOWLEDGEMENT OF RECEIPT OF NOTIFIABLE INFORMATION

Statement by Seller(s)

Name(s) SUCCESS PROPERTIES Pty Ltd

Address(es) c/o Suites 101-104 / 118 GROSS NORTH ROAD FLEET DOCK NSW 2046

- \* [ ] the Seller(s), hereby certify that the notifiable information in relation to the Strata lot as described in Part 1 of this form, as required by section 69 of the Strata Titles Act 1985, has been given to -
- the prospective buyer(s); or
- the listing agent to provide it to the prospective buyer(s), before the offer or contract to purchase this property was signed by the buyer.
\* [ ] authorise the prospective buyer(s) to inspect the records of the strata company.

Seller(s) signature(s) x Paul Sweeney

Date 16/4/2015

Acknowledgement by prospective buyer(s)

[ ] the prospective buyer(s) described in Part 1 of this form, acknowledge that [ ] have received notifiable information in respect of the lot described in Part 1 of this form and understand that the disclosure given by the seller(s) or by the selling agent is not an offer or a contract to purchase a strata titled lot, but only provides information to [ ]

Prospective buyer(s) signature(s) x [Signature]

Date 16/4/15

Statement by selling agent

I, MELLE DE FREITAS (name of agent), of DE FREITAS AND RYAN COMMERCIAL (name of firm),

as selling agent, hereby certify that the notifiable information for this property, as provided by the seller, has been given to the prospective buyer(s).

Selling agent's signature [Signature]

Date 15/4/15