

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



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

TO: **BJK Genesis Property Pty Ltd RA 74823 ACN 618 296 414 T/A First National Real Estate Genesis ABN 28 618 296 414**
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 **4 Watercress Lane**
Suburb **Falcon** State **WA** Postcode **6210**
Lot **11** Deposited/~~Survey~~/Strata/~~Diagram~~/Plan **47300** Whole / ~~Part~~ Vol **2669** Folio **823**

A **deposit** of \$ _____ of which \$ **0.00** 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.

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CONDITIONS

1. SUBJECT TO FINANCE

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

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

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

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

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

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

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

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

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

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

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

1.4 Finance Approval: Approval Notice Given

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

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

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

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

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

1.6 Buyer Must Keep Seller Informed: Evidence

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

1.7 Right To Terminate

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

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

1.8 Waiver

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

1.9 Definitions

In this Clause:

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

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

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

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

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

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

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

Latest Time means:

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

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

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

Non Approval Notice means:

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

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



SPECIAL CONDITIONS

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

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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	MANNAT HOLDINGS PTY LTD		
Address	55 Mclarty Road		
Suburb	Pinjarra	State	WA
		Postcode	6208
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:


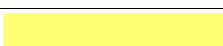
1. This offer and acceptance
2. 2022 General Conditions

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	<input type="text"/>	<input type="text"/>
Signature		<input type="text"/>
		<input type="text"/>

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04/22

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

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

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

Buyer

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Seller

Signature _____

Name MANNAT HOLDINGS PTY LTD

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR MAJOR STRUCTURAL DEFECTS



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ANNEXURE A

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

4 Watercress Lane, Falcon WA 6210

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 Structural 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 Consultant. It is not a special purpose report, nor an all-encompassing report dealing with every aspect of the Property. The Report should only be a reasonable attempt to identify Major Structural Defects to the Building structure pursuant to Appendix "A" of the Standard. The presence of defects will only be relevant in this Annexure when the defects are a Major Structural Defect.
 - 9.7 "Standard" means Australian Standard AS 4349-2007 (as amended from time to time) Inspections of buildings Part 1: Pre-purchase Structural Inspection - Residential buildings).
 - 9.8 "Work" means the work required to rectify the Major Structural Defects set out in the Major Structural Defects Notice.
 - 9.9 Words not defined in this Annexure have the same meaning as defined in the Standard or the 2022 General Conditions.

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR TIMBER PESTS



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ANNEXURE B

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

4 Watercress Lane, Falcon WA 6210

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

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

- The Buyer must serve a copy of the Report on the Seller, Seller Agent or Seller Representative by 4PM on: *complete (a) or (b)
(a*) / / OR (b*) 14 days after acceptance ("Date")
- 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.
- 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.
- 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.
- 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.
- 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.
- 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
 - 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;
 - 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.
- In this Annexure:
 - "Activity" means evidence of the presence of current Timber Pests.
 - "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.
 - "Consultant" means an independent inspector qualified and experienced in undertaking, pre-purchase property inspections pursuant to the Standard and Eradication.
 - "Damage" means evidence of damage caused by Timber Pests to the Building.
 - "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).
 - "Eradicate" and "Eradication" mean the treatment necessary to eradicate Activity affecting the Building.
 - "Repair" means the Work necessary to repair any Damage.
 - "Report" means a report performed in accordance with the Standard by a Consultant at the Property.
 - "Standard" means Australian Standard AS 4349.3-2010 (as amended from time to time) Inspection of buildings Timber Pest Inspections.
 - "Timber Pests" means subterranean and dampwood termites, borers of seasoned timber and wood decay fungi as defined in the Standard.
 - "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.
 - "Work" means the work required to Repair pursuant to the Timber Pest Notice.
 - 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

2669 823

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

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

BGRoberts
REGISTRAR OF TITLES



LAND DESCRIPTION:

LOT 11 ON SURVEY-STRATA PLAN 47300
TOGETHER WITH A SHARE IN COMMON PROPERTY (IF ANY) AS SET OUT ON THE SURVEY-STRATA PLAN

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

MANNAT HOLDINGS PTY LTD OF 55 MCLARTY ROAD PINJARRA WA 6208
(TP O481920) REGISTERED 27/8/2020

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

1. INTERESTS NOTIFIED ON THE SURVEY-STRATA PLAN AND ANY AMENDMENTS TO LOTS OR COMMON PROPERTY NOTIFIED THEREON BY VIRTUE OF THE PROVISIONS OF THE STRATA TITLES ACT OF 1985 AS AMENDED.
2. I718345 MEMORIAL. TOWN PLANNING AND DEVELOPMENT ACT 1928. REGISTERED 4/12/2003.
3. EASEMENT BENEFIT CREATED UNDER SECTION 5D STRATA TITLES ACT FOR PARTY WALL PURPOSES - SEE SURVEY STRATA PLAN 47300
4. EASEMENT BURDEN CREATED UNDER SECTION 5D STRATA TITLES ACT FOR PARTY WALL PURPOSES - SEE SURVEY STRATA PLAN 47300
5. P023934 MORTGAGE TO WESTPAC BANKING CORPORATION REGISTERED 28/1/2022.

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: SP47300
PREVIOUS TITLE: 2552-739
PROPERTY STREET ADDRESS: 4 WATERCRESS LANE, FALCON.
LOCAL GOVERNMENT AUTHORITY: CITY OF MANDURAH

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.

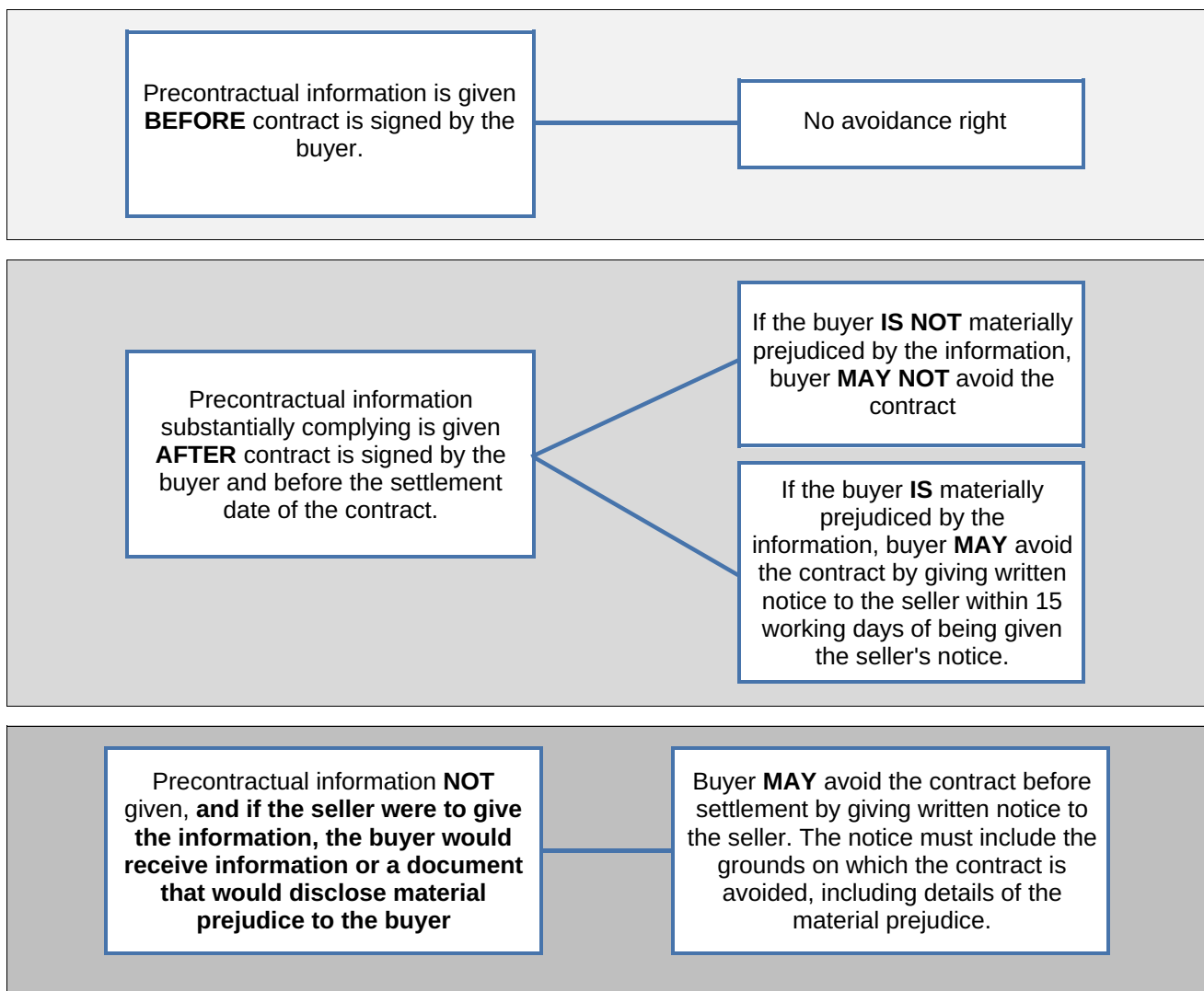
A buyer may consider seeking more information about the lot, the strata company and the strata / survey-strata scheme by asking the seller to provide it, or by making an application to the strata company for more information under section 107 of the Act.

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.

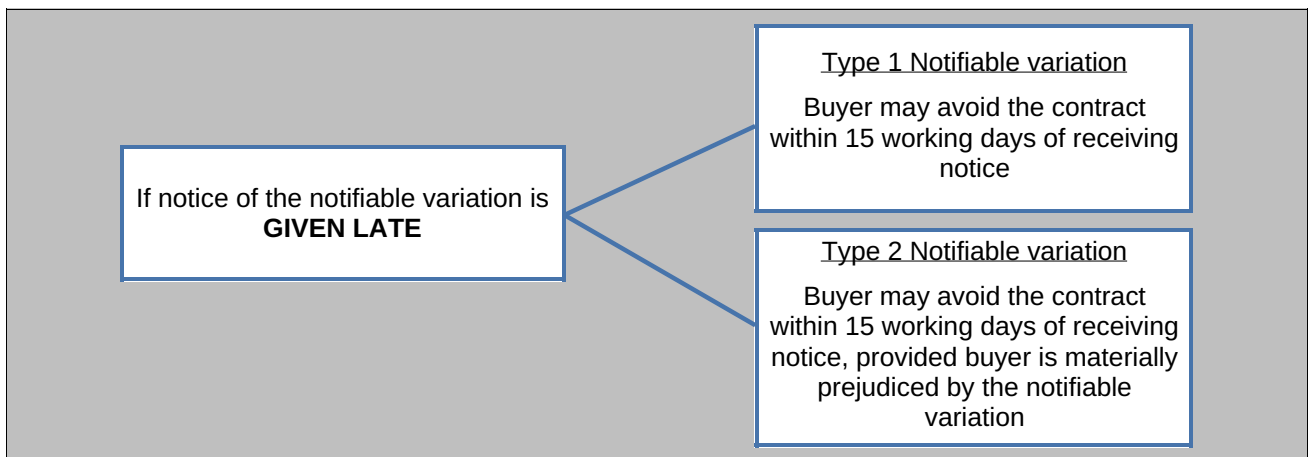
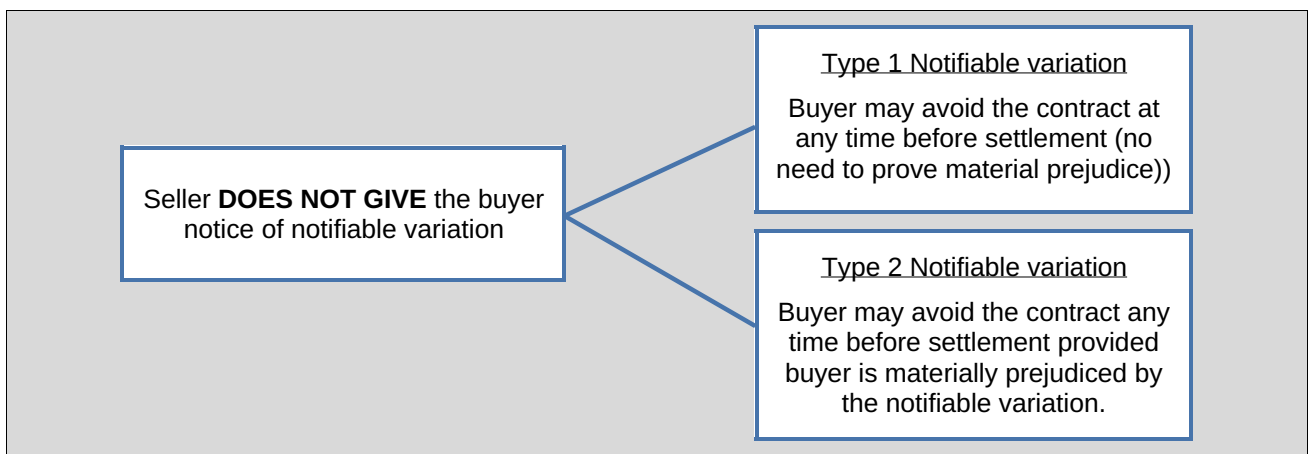
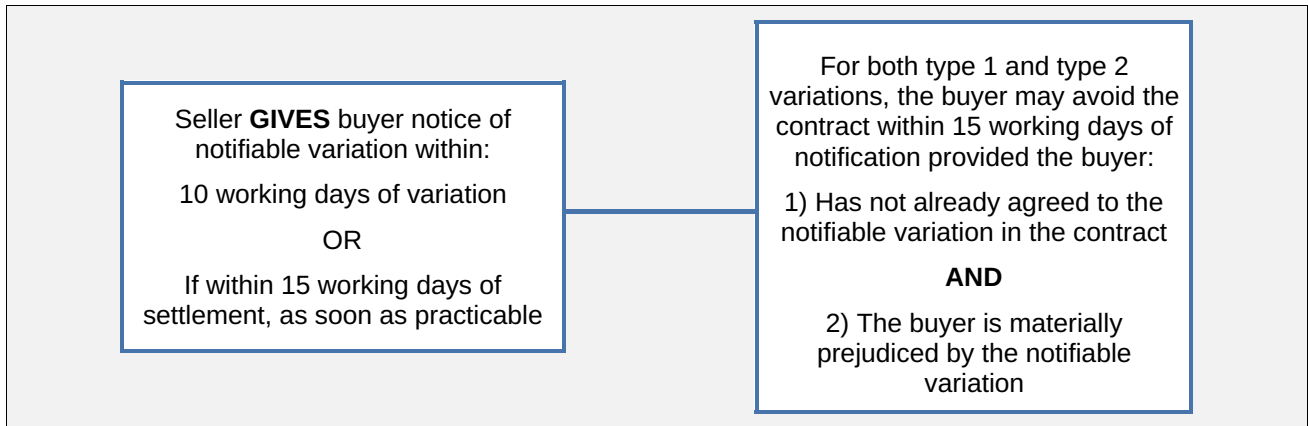
Type 1 and Type 2 notifiable variations are as follows:

Type 1 Notifiable Variation	Type 2 Notifiable Variation
<ul style="list-style-type: none"> • 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. 	<ul style="list-style-type: none"> • 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- <ul style="list-style-type: none"> (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 MANNAT HOLDINGS PTY LTD

Address 4 Watercress Lane, Falcon WA 6210

Telephone/mobile 0425 658 900 Email deepakarora147@gmail.com

Name _____

Address _____

Telephone/mobile _____ Email _____

Scheme Information

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

Scheme Details

Scheme name Osprey

Name of the strata company Osprey

Address for service of the strata company (taken from scheme notice) 3 Watercress Lane, Falcon WA 6210

Name of Strata Manager B Strata Management

Address of Strata Manager L1/52 Kings Park Rd, West Perth WA 6005

Telephone/Mobile (08) 9382 7700

Email admin@bstratawa.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.

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 N/A

If yes, attach a copy.

Lot information (choose all that apply) **Att.**

This lot is on a registered scheme plan

This lot has not yet been created

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

Street address of the lot (if known)

4 Watercross Lane, Falcon WA 6210

Lot 11 on scheme plan no. 47300

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

Voting right restrictions

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

If yes, describe the restriction _____

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

Exclusive use by-laws

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

If yes, please give details _____

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

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

Contributions that have been determined within the previous 12 months

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

	Actual (\$)	OR	Estimated (\$) 12 months after the proposed settlement date
Administrative fund:	<u>\$441.48</u>		_____
Reserve fund:	_____		_____
Other levy (attach details)	_____		_____

Att 6

Actual Estimated total contribution for the lot \$ 441.48

Payable annually bi-annually quarterly other: _____

Due dates \$110.37 on 1/3/25 \$110.37 on 1/9/25

\$110.37 on 1/6/25 \$110.37 on 1/12/25

Strata levy/contributions/other debts owing

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

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

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

Additional comments: _____

Scheme developer specific information

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

Att.

The scheme developer is defined as:

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

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

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

Statement of estimated income and expenditure

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

Additional comments: _____

Agreements for amenity or service

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

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

Additional comments: _____

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

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

If yes, attach details including terms and conditions. _____

Additional comments: _____

Section 79 Disclosure of remuneration and other benefits

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

Is there any other direct or indirect pecuniary interest the scheme developer and/or their associate has in the contract, lease or licence other than as a member of the strata company?

no yes

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

Additional comments: _____

Acknowledgement by seller and buyer

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

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

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

I / We¹, 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 MANNAT HOLDINGS PTY LTD

Date _____

Signature _____

Name _____

Date _____

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

I / We¹, the buyer/s, acknowledge that I / we¹ received Part A and Part B of the required precontractual disclosures before I / We¹ signed the contract of sale.

I / We¹ 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 / us¹.

Signature  _____

Name _____

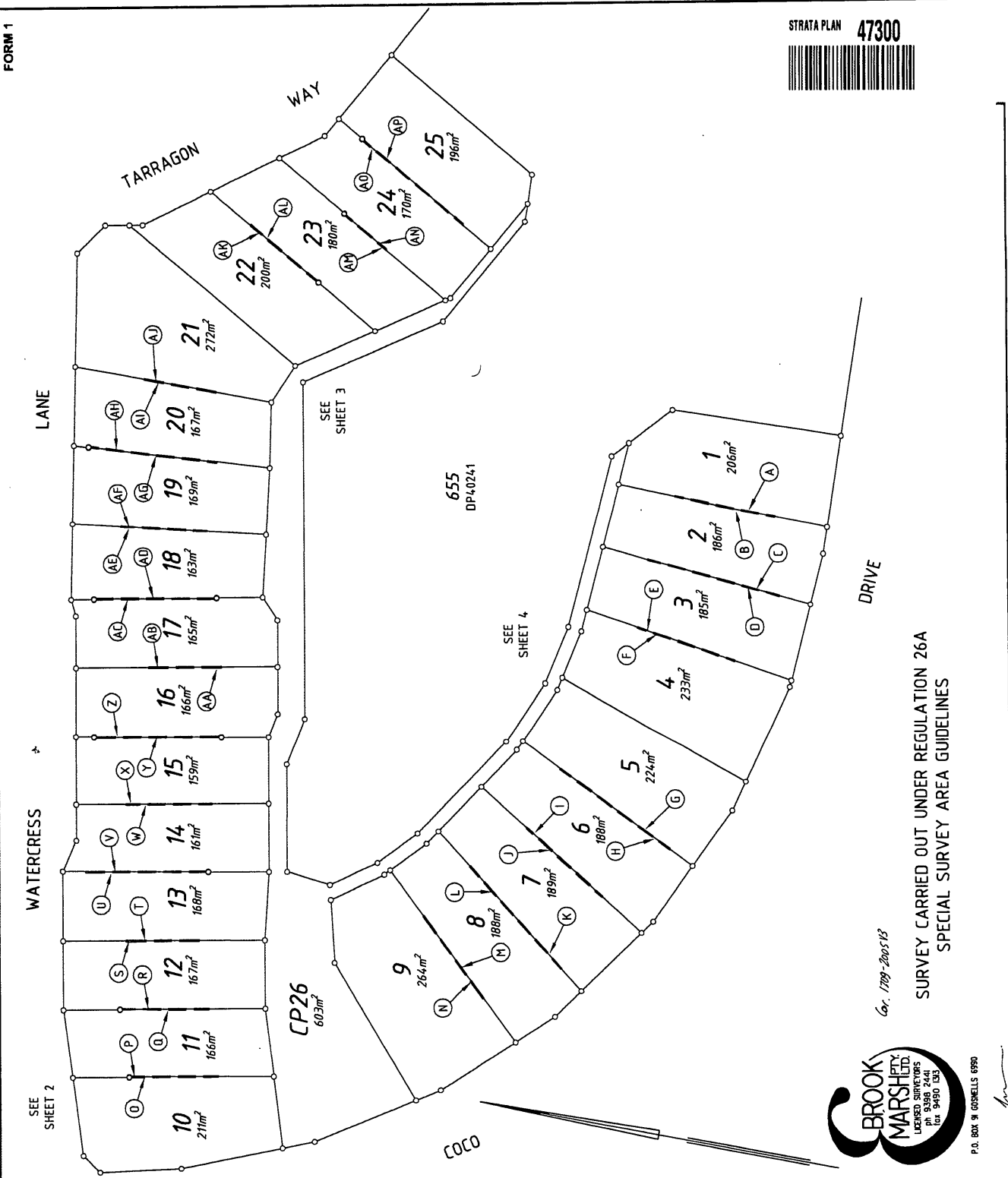
Date _____

Signature  _____

Name _____

Date _____

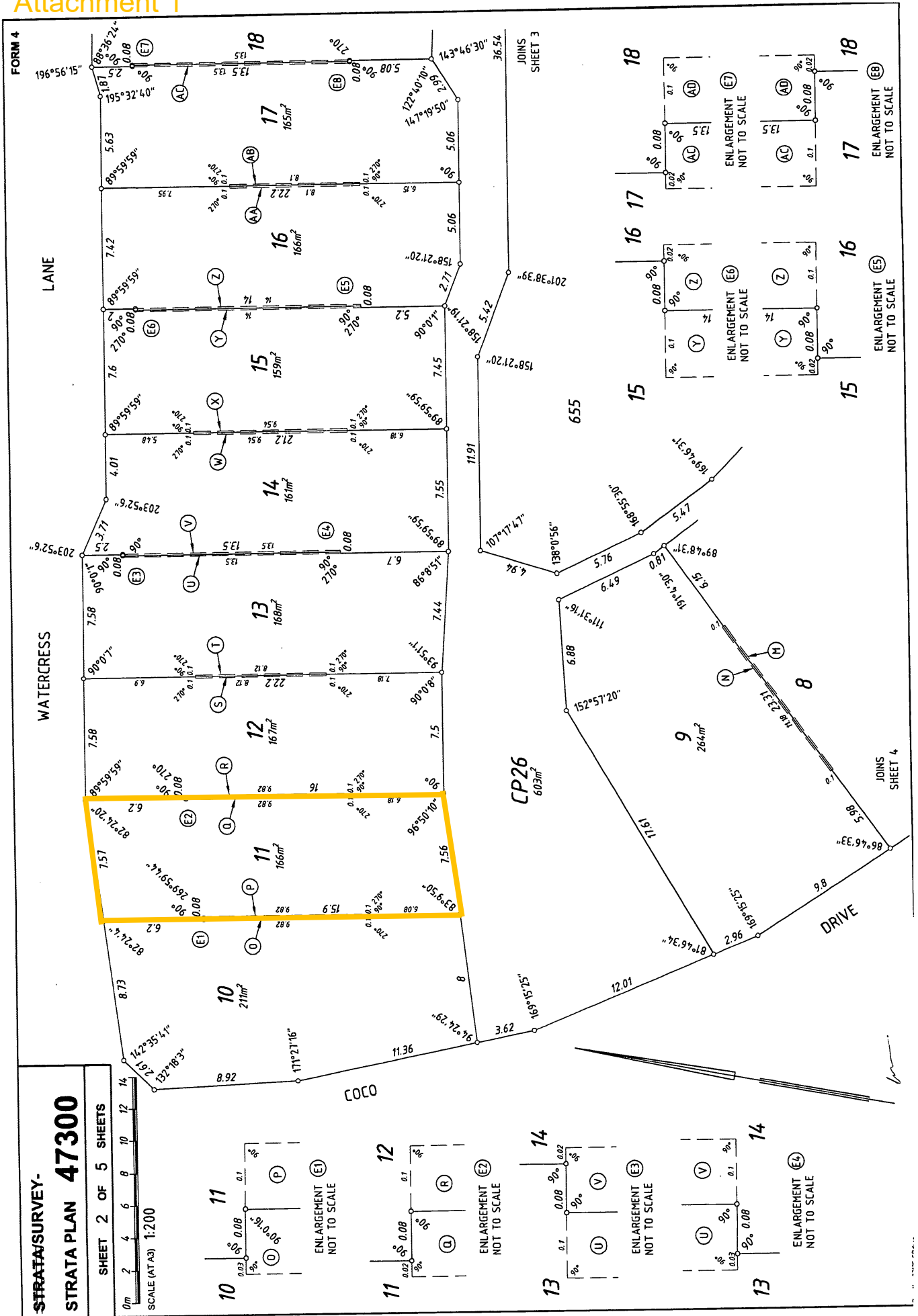
¹ Select one.



STRATA SURVEY - STRATA PLAN 47300	
SHEET 1 OF 5 SHEETS	
MANAGEMENT STATEMENT <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Lodged 20.12.2005 41378 336418 Examined 28.3.2006 Registered 17.9.07 REPAIRS, MAINTENANCE AND REPLACEMENT OF FLOORING IN COMMON AREAS AT THE EXPENSE OF THE UNIT HOLDERS
REGISTRAR OF TITLES WESTERN AUSTRALIAN PLANNING COMMISSION WAPC Ref No. 569/02 Certificate of Approval of W.A.P.C. under Section 25B(2) of Strata Titles Act 1985	
OR CHAIRMAN 27/3/2006 DATE	
PLAN OF LOT 654 ON DP40241	
CERT. OF TITLE VOLUME 2552 FOLIO 739	LOCAL GOVERNMENT CITY OF MANDURAH
INDEX PLAN BG32 (2) 2.34	FIELD BOOK NUMBER 98950
SCALE (AT A3) 1:4.00	
NAME OF SCHEME OSPREY	
ADDRESS OF PARCEL 3 WATERCRESS LANE FALCON 6210	
Department of Land Information	

Cor. 1709-200518
 SURVEY CARRIED OUT UNDER REGULATION 26A
 SPECIAL SURVEY AREA GUIDELINES





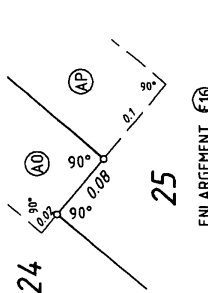
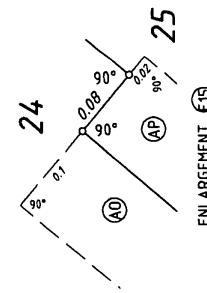
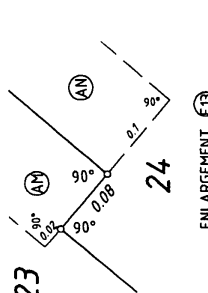
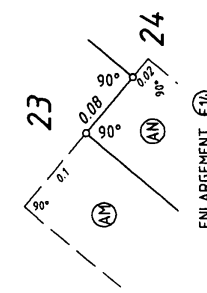
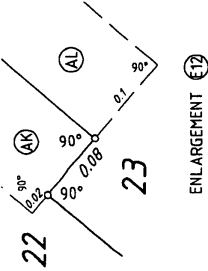
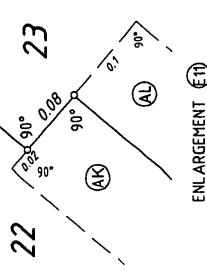
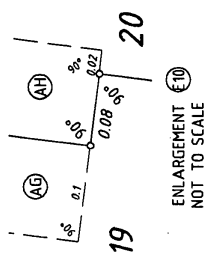
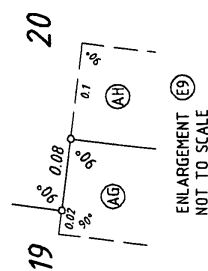
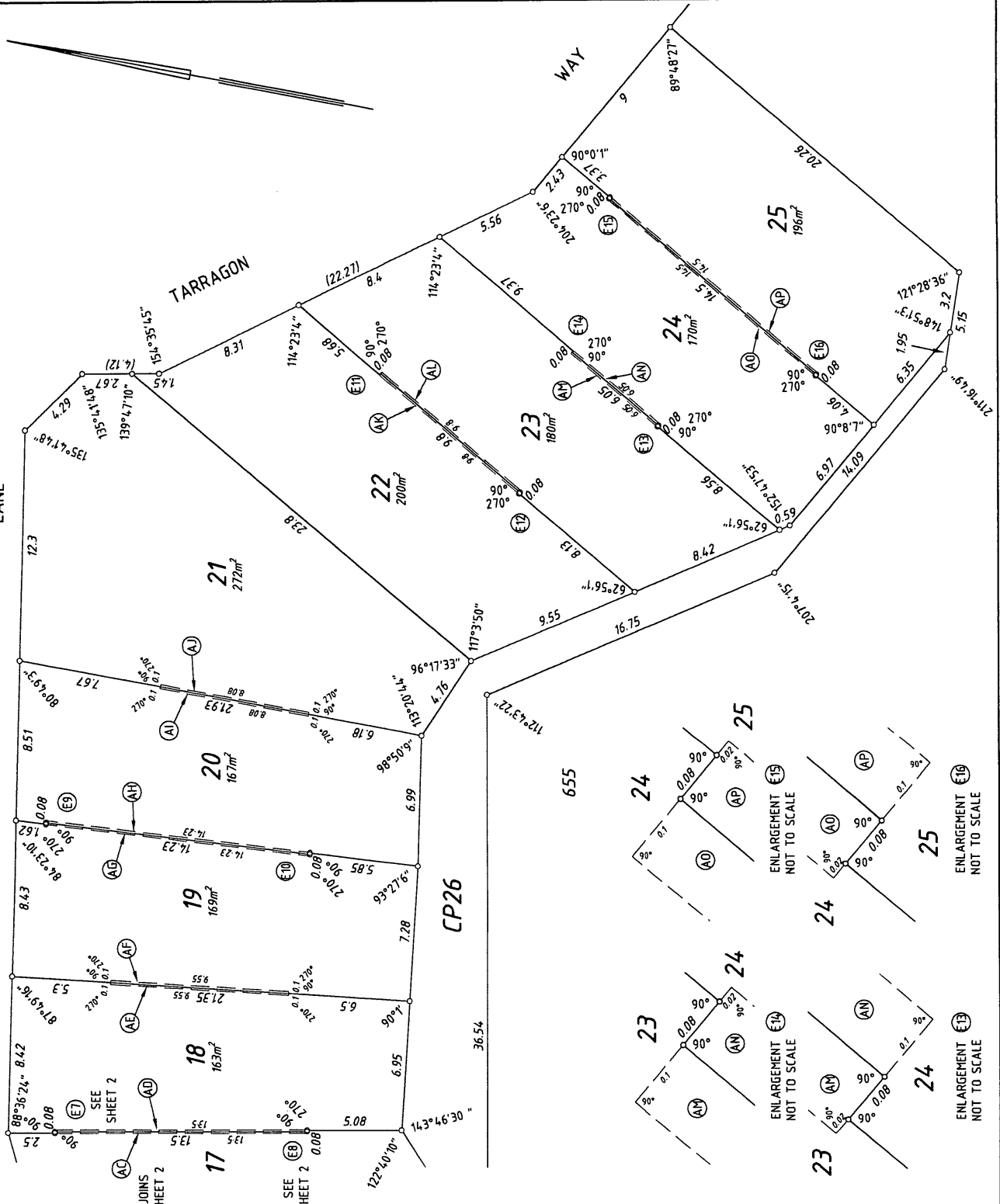
WATERCRESS

LANE

TARRAGON

WAY

STRATA/SURVEY-
STRATA PLAN 47300
 SHEET 3 OF 5 SHEETS
 SCALE (AT A3) 1:200



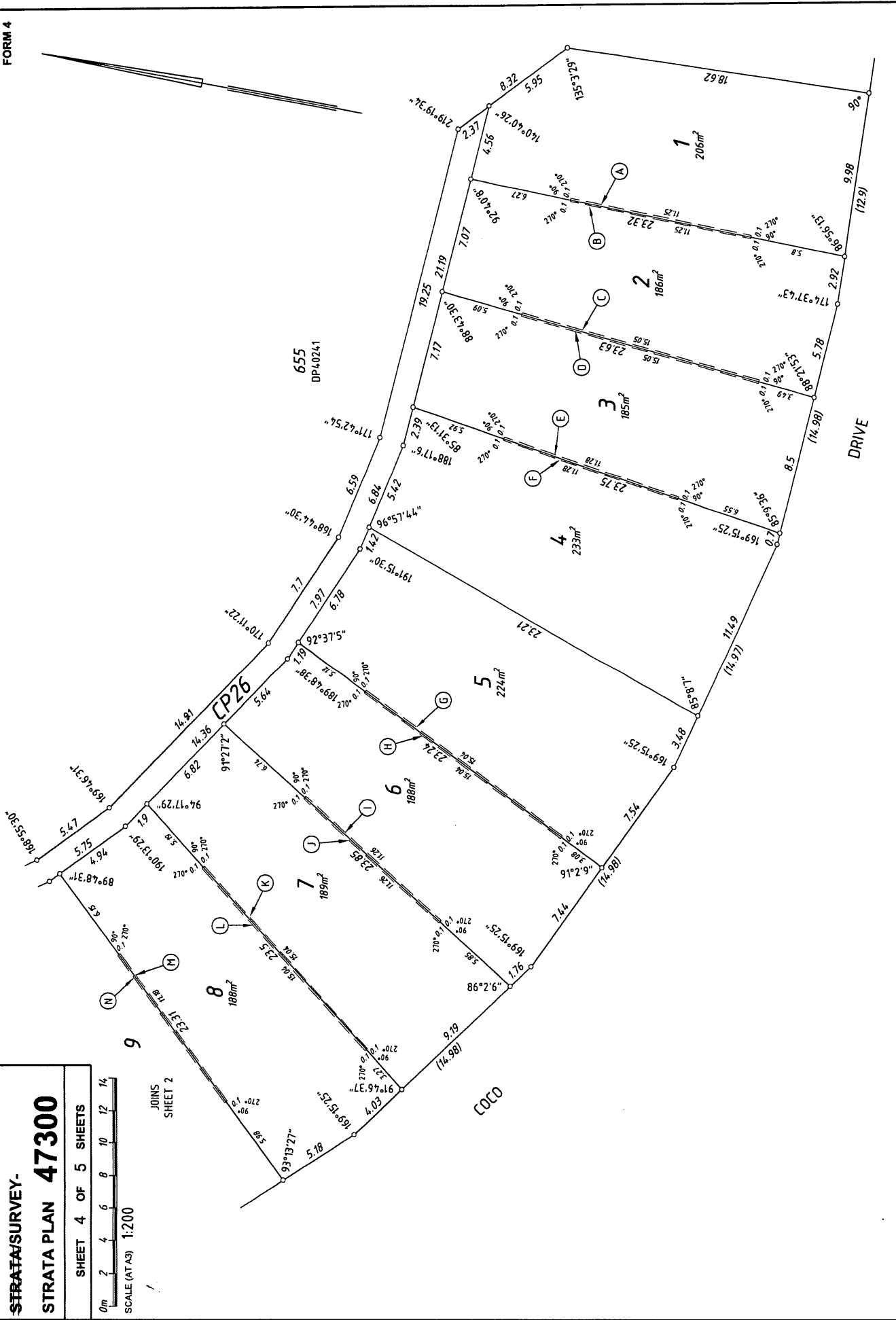
STRATA SURVEY-

STRATA PLAN 47300

SHEET 4 OF 5 SHEETS



JOINS SHEET 2



STRATA/SURVEY-
STRATA PLAN 47300
 SHEET 5 OF 5 SHEETS

INTERESTS AND NOTIFICATIONS

SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN	LAND BURDENED	BENEFIT TO	COMMENT
	MEMORIAL NOTIFICATION	SECTION 12A OF THE TP & D ACT	DOC. I78345	ALL LOTS		
(A)	PARTY WALL EASEMENT	REGULATION 14G OF THE STGR	THIS PLAN	LOT 1	LOT 2	
(B)	PARTY WALL EASEMENT	REGULATION 14G OF THE STGR	THIS PLAN	LOT 2	LOT 1	
(C)	PARTY WALL EASEMENT	REGULATION 14G OF THE STGR	THIS PLAN	LOT 2	LOT 3	
(D)	PARTY WALL EASEMENT	REGULATION 14G OF THE STGR	THIS PLAN	LOT 3	LOT 2	
(E)	PARTY WALL EASEMENT	REGULATION 14G OF THE STGR	THIS PLAN	LOT 3	LOT 4	
(F)	PARTY WALL EASEMENT	REGULATION 14G OF THE STGR	THIS PLAN	LOT 4	LOT 3	
(G)	PARTY WALL EASEMENT	REGULATION 14G OF THE STGR	THIS PLAN	LOT 5	LOT 6	
(H)	PARTY WALL EASEMENT	REGULATION 14G OF THE STGR	THIS PLAN	LOT 6	LOT 5	
(I)	PARTY WALL EASEMENT	REGULATION 14G OF THE STGR	THIS PLAN	LOT 6	LOT 7	
(J)	PARTY WALL EASEMENT	REGULATION 14G OF THE STGR	THIS PLAN	LOT 7	LOT 6	
(K)	PARTY WALL EASEMENT	REGULATION 14G OF THE STGR	THIS PLAN	LOT 7	LOT 8	
(L)	PARTY WALL EASEMENT	REGULATION 14G OF THE STGR	THIS PLAN	LOT 7	LOT 8	
(M)	PARTY WALL EASEMENT	REGULATION 14G OF THE STGR	THIS PLAN	LOT 8	LOT 7	
(N)	PARTY WALL EASEMENT	REGULATION 14G OF THE STGR	THIS PLAN	LOT 8	LOT 9	
(O)	PARTY WALL EASEMENT	REGULATION 14G OF THE STGR	THIS PLAN	LOT 9	LOT 8	
(P)	PARTY WALL EASEMENT	REGULATION 14G OF THE STGR	THIS PLAN	LOT 10	LOT 11	
(Q)	PARTY WALL EASEMENT	REGULATION 14G OF THE STGR	THIS PLAN	LOT 11	LOT 10	
(R)	PARTY WALL EASEMENT	REGULATION 14G OF THE STGR	THIS PLAN	LOT 11	LOT 12	
(S)	PARTY WALL EASEMENT	REGULATION 14G OF THE STGR	THIS PLAN	LOT 12	LOT 11	
(T)	PARTY WALL EASEMENT	REGULATION 14G OF THE STGR	THIS PLAN	LOT 12	LOT 13	
(U)	PARTY WALL EASEMENT	REGULATION 14G OF THE STGR	THIS PLAN	LOT 13	LOT 12	
(V)	PARTY WALL EASEMENT	REGULATION 14G OF THE STGR	THIS PLAN	LOT 13	LOT 14	
(W)	PARTY WALL EASEMENT	REGULATION 14G OF THE STGR	THIS PLAN	LOT 14	LOT 13	
(X)	PARTY WALL EASEMENT	REGULATION 14G OF THE STGR	THIS PLAN	LOT 14	LOT 15	
(Y)	PARTY WALL EASEMENT	REGULATION 14G OF THE STGR	THIS PLAN	LOT 15	LOT 14	
(Z)	PARTY WALL EASEMENT	REGULATION 14G OF THE STGR	THIS PLAN	LOT 15	LOT 16	
(AA)	PARTY WALL EASEMENT	REGULATION 14G OF THE STGR	THIS PLAN	LOT 16	LOT 15	
(AB)	PARTY WALL EASEMENT	REGULATION 14G OF THE STGR	THIS PLAN	LOT 16	LOT 17	
(AC)	PARTY WALL EASEMENT	REGULATION 14G OF THE STGR	THIS PLAN	LOT 17	LOT 16	
(AD)	PARTY WALL EASEMENT	REGULATION 14G OF THE STGR	THIS PLAN	LOT 17	LOT 18	
(AE)	PARTY WALL EASEMENT	REGULATION 14G OF THE STGR	THIS PLAN	LOT 18	LOT 17	
(AF)	PARTY WALL EASEMENT	REGULATION 14G OF THE STGR	THIS PLAN	LOT 18	LOT 19	
(AG)	PARTY WALL EASEMENT	REGULATION 14G OF THE STGR	THIS PLAN	LOT 19	LOT 18	
(AH)	PARTY WALL EASEMENT	REGULATION 14G OF THE STGR	THIS PLAN	LOT 19	LOT 20	
(AI)	PARTY WALL EASEMENT	REGULATION 14G OF THE STGR	THIS PLAN	LOT 20	LOT 19	
(AJ)	PARTY WALL EASEMENT	REGULATION 14G OF THE STGR	THIS PLAN	LOT 20	LOT 21	
(AK)	PARTY WALL EASEMENT	REGULATION 14G OF THE STGR	THIS PLAN	LOT 21	LOT 20	
(AL)	PARTY WALL EASEMENT	REGULATION 14G OF THE STGR	THIS PLAN	LOT 22	LOT 23	
(AM)	PARTY WALL EASEMENT	REGULATION 14G OF THE STGR	THIS PLAN	LOT 23	LOT 22	
(AN)	PARTY WALL EASEMENT	REGULATION 14G OF THE STGR	THIS PLAN	LOT 23	LOT 24	
(AO)	PARTY WALL EASEMENT	REGULATION 14G OF THE STGR	THIS PLAN	LOT 24	LOT 23	
(AP)	PARTY WALL EASEMENT	REGULATION 14G OF THE STGR	THIS PLAN	LOT 24	LOT 25	

FORM 3

STRATA/SURVEY-STRATA PLAN NO.							
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	86	2669	813	15	75	2669	827
2	85	2669	814	16	85	2669	828
3	90	2669	815	17	85	2669	829
4	92	2669	816	18	85	2669	830
5	92	2669	817	19	85	2669	831
6	90	2669	818	20	85	2669	832
7	90	2669	819	21	88	2669	833
8	85	2669	820	22	81	2669	834
9	83	2669	821	23	80	2669	835
10	62	2669	822	24	75	2669	836
11	60	2669	823	25	76	2669	837
12	60	2669	824	CP 26	COMMON PROPERTY		
13	60	2669	825				
14	65	2669	826	Aggregate	2000		

See Application K 300184

DESCRIPTION OF PARCEL AND BUILDING/PARCEL

PORTION OF MURRAY LOCATION 91
and being LOT 654 on DP 40241

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

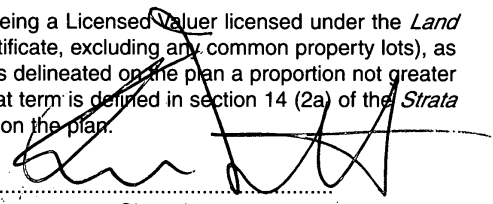
KENNETH WILLIAM PRATT

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

8. November, 2005

Date

Signed



FORM 6

Strata Titles Act 1985

Sections 5B (1), 8A, 22 (2)

SURVEY-STRATA PLAN No. 47300

DESCRIPTION OF PARCEL

Lot 654 on DP 40241

CERTIFICATE OF LICENSED SURVEYOR

W. France

I,....., being a licensed surveyor registered under the *Licensed Surveyors Act 1909* certify that in respect of the survey-strata plan which relates to the parcel described above (in this certificate called "the plan"):-

- (a) the plan is a correct and accurate representation of the survey carried out *by me personally/~~or under my own personal supervision, inspection and field check~~, and recorded in Field Books kept, and if required lodged, for the purposes of this plan;
- (b) the measurements are in strict accordance with the *Licensed Surveyors (Guidance of Surveyors) Regulations 1961* and in particular regulations 23 and 34 of those regulations;
- (c) this survey and plan are in strict accordance with the requirements of the *Licensed Surveyors (Guidance of Surveyors) Regulations 1961* and the relevant law in relation to which it is lodged; and
- *~~(d) if the plan is a plan of re-subdivision, it complies with Schedule 1 by-law(s) No(s)..... on Survey-Strata Plan No..... registered in respect of (name of scheme)..... or sufficiently complies with that/those by-law(s) in a way that is allowed by regulation 36 of *Strata Titles General Regulations 1996*.~~

8/11/05
.....
Date

[Signature]
.....
Licensed Surveyor

* Delete if inapplicable

Survey Strata Plan 47300

Lot	Certificate of Title	Lot Status	Part Lot
1	2669/813	Registered	
2	2669/814	Registered	
3	2669/815	Registered	
4	2669/816	Registered	
5	2669/817	Registered	
6	2669/818	Registered	
7	2669/819	Registered	
8	2669/820	Registered	
9	2669/821	Registered	
10	2669/822	Registered	
11	2669/823	Registered	
12	2669/824	Registered	
13	2669/825	Registered	
14	2669/826	Registered	
15	2669/827	Registered	
16	2669/828	Registered	
17	2669/829	Registered	
18	2669/830	Registered	
19	2669/831	Registered	
20	2669/832	Registered	
21	2669/833	Registered	
22	2669/834	Registered	
23	2669/835	Registered	
24	2669/836	Registered	
25	2669/837	Registered	
26	N/A	Registered	

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

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

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

1. Duties of owner

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

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

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

3. Power of strata company regarding submeters

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

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

4. Constitution of council

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

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

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

5. Election of council at general meeting

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

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

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

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

6. Chairperson, secretary and treasurer of council

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

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

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

7. Chairperson, secretary and treasurer of strata company

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

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

8. Meetings of council

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

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

9. Powers and duties of secretary of strata company

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

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

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

10. Powers and duties of treasurer of strata company

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

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

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

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

Schedule 2 – Conduct by-laws

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

1. Vehicles and parking

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

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

2. Use of common property

An owner or occupier of a lot must –

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

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

3. Damage to lawns etc. on common property

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

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

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

4. Behaviour of owners and occupiers

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

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

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

6. Depositing rubbish etc. on common property

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

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

7. Drying of laundry items and signage

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

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

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

8. Storage of inflammable liquids etc.

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

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

9. Moving furniture etc. on or through common property

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

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

10. Floor coverings

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

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

11. Garbage disposal

An owner or occupier of a lot must –

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

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

12. Additional duties of owners and occupiers

An owner or occupier of a lot must not –

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

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

13. Notice of alteration to lot

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

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

14. Appearance of lot

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

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

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

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

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

Attachment 4



Email correspondence: enquiries@firstclasstrata.com.au
Postal correspondence: PO Box 5145 Falcon WA 6210
Perth Office: (08) 9258 4300 or (08) 9258 4500
Mandurah Office: (08) 9582 1702
www.firstclasstrata.com.au
ABN: 18 868 174 457

THE OWNERS OF OSPREY SURVEY-STRATA SCHEME 47300

NOTICE OF ANNUAL GENERAL MEETING

Notice is hereby given that the annual general meeting of the above strata company will be held on;

DATE: Monday 25 November 2024
TIME: 10:00 am
VENUE: The offices of First Class Strata Services -49 Cobblers Street Falcon
Electronic means of attendance can be made available upon request.

This notice is issued pursuant to section 129 of the Strata Titles Act 1985 WA, on 04/11/2024, being not less than 14 days prior to the holding of the meeting.

The attention of owners is drawn to the following documents enclosed with this combined notice and agenda for this meeting:

1. Information in respect of voting rights, nomination and election of members of the Council.
2. Statement of acceptable methods of voting.
3. Statement of accounts for financial year to date 31/10/2024.
4. Copy of certificate of currency, important insurance information.
5. Budget of estimated expenditure from the Administrative Fund [and assumption notes (if any)].
6. Forms of general and specific proxy.
7. Funding proposal for the levying of contributions.
8. Notes to financial statements.
9. Minutes of previous general meeting.
10. Notice of Council of Owners meeting.

Signed: Tracey Hough Date: 04/11/2024

Tracey Hough (Strata Manager)
For and on behalf of The Owners of Osprey
Survey-Strata Scheme 47300

IMPORTANT NOTICE

Please give close consideration to the enclosed financial statement and proposed budgets. If you have any questions in this regard, please refer these in writing to the strata manager not later than 72 hours prior to the meeting. It will not be possible or practical to provide detailed financial information without proper research and consideration.

Proposed resolutions are placed on the agenda with the knowledge, consent and support of the Council. Unless otherwise stated the proposed resolutions are ordinary resolutions.

Owners are advised that any of the proposed resolutions may be amended at the meeting and this may significantly affect the outcome. This may apply to the budget and proposed levied contributions for example. Attendance at the meeting enables participation in the debate and voting on each resolution, amended or not. It is also possible to instruct your appointed proxy to provide your input and/or to vote for or against any matter put to a vote.

MEETING AGENDA

PRELIMINARY MATTERS

1 Appointment of Chairperson

2 Verification and announcements

- (a) Verification of number of valid proxies received.
- (b) Verification of number of those eligible to vote and personally present.
- (c) Announcement of those present by invitation.
- (d) Announcement of any apologies received.

3 Declaration of quorum present and confirmation that the meeting is properly constituted and may proceed to the consideration of business.

4 Confirmation of the minutes of the previous general meeting and consideration of any matters arising not otherwise provided for by this agenda.

Proposed resolution.

That the previously circulated minutes of the General Meetings held on **21 November 2023** be verified as a true record of those proceedings.

BUSINESS REQUIRED PURSUANT TO SECTION 127

5 Consideration of the statement of accounts.

Proposed resolution.

That the statement of accounts for the period 01/11/2023 to 31/10/2024 be adopted as presented.

6 Constitution of the council.

Proposed resolution

That the council of the strata company consist of 3 lot owners.

- 6.1** Call for nominations of candidates for election to the council; and,
- 6.2** If required, conduct a ballot to elect members of the council.

7 Insurance

7.1 Proposed resolution.

That copies of the current certificates and schedules for the insurance required under section 127(3)(c) of the Act, as tabled, be received and incorporated into the records of the strata company.

7.2 Proposed resolution.

That the Assent Financial Services Guide and CHU Product Disclosure Statement as tabled be received and incorporated into the records of the strata company.

7.3 Proposed resolution.

That the Strata Managers Insurance Commission Disclosure Statement as tabled be received and incorporated into records of the strata company.

7.4 Proposed resolution.

That the Council be directed to renew the current insurance policy prior to its expiry date or secure insurance with a different insurer in such sums and on terms which are not less than the current policy, or as are recommended by qualified professional advisors.

SPECIAL BUSINESS

8 Execution of documents and use of common seal.

Proposed resolution.

That by ordinary resolution the council be authorised to;

- 1 Enter into and, if required to, execute contracts, agreements, commitments, undertakings or other legally binding arrangements, by any 2 members of the Council (acting jointly), which are either desirable or necessary for the achievement of the strata company's objectives and the performance of the functions of the strata company; and,
- 2 If the strata company has a common seal, and when desirable or necessary to do so, to use the common seal which must be attested to by the signatures of two members of the Council of the strata company.

9 Consideration of administrative fund expenditure estimates and reserve fund provisions.

9.1 Proposed resolution.

That in the absence of adopting a by-law to maintain the current end of financial year the strata acknowledge the end of financial year of the strata company will be the 30 June in accordance with Section 3 of the Strata Titles Act.

9.2 Proposed resolution.

That the administrative fund expenditure estimates and the reserve fund provisions for the period 01/11/2024 to 30/06/2025 be adopted as presented.

10 Determination of the levy of contributions for the administrative fund for the financial year 01/11/2024 to 30/06/2025 (please note that this is a reduced financial period to bring you end of financial year to 30 June going forward).

Proposed resolution.

That the annual levy of contributions on owners for the administrative fund be payable in advance by instalments due and payable in amounts and on the dates as shown below;

\$1.84 per unit entitlement	1 November 2024
\$1.84 per unit entitlement	1 March 2025
\$1.84 per unit entitlement	1 June 2025

To raise a total amount of \$11,036.25 in the financial year.

And

That in each case those contributions be continued falling due and payable on first of September, December, March and June in the following financial years to the strata company or until otherwise determined by the strata company.

11 Appointment of strata manager

Proposed resolution.

Resolve by ordinary resolution that the strata company appoint First Class Strata Services (ABN 24 103 644 659) as the strata management company for the strata company and in accordance with Section 118 of the Strata Titles Act, authorise and instruct the Council to execute the management contract.

12 Matters without notice for discussion and referral to the Council.

13 Close of meeting.

**THE OWNERS OF OSPREY
SURVEY-STRATA SCHEME 47300**

PROXY FORM

(for use by sole owners & co- owners)

Important notes: please read these carefully before completing **both** parts of this form.

1. A proxy holder does not have to be an owner but must be an adult of full age and capacity.
2. A corporate owner (e.g. a corporate super fund trustee) can only vote by a proxy holder.
3. Co-owners of a lot can only vote by a proxy holder, appointed by **all** the co-owners (the proxy holder can be one of the co-owners).
4. If a sole adult owner (not a co-owner) and his or her proxy holder both attend/participate, only the owner can vote.
5. If the options in this form do not meet your requirements, seek advice.

I /We, _____

being the owner/s of lot number/s _____ (unit number/s _____) appoint:

Select and complete options 1 to 3

- Option 1:** _____ [*name of proxy holder*] and failing their attendance/participation, the Strata Manager; or
- Option 2:** The chairperson of the general meeting, or if not at a general meeting, the chairperson of the council; or
- Option 3:** _____ [*name of proxy holder*]

to speak and act and to vote for me/us as my/our proxy holder:

Select and complete only one of options A to D, as appropriate

- Option A:** at all general meetings and for all votes taken outside general meetings; or
- Option B:** at all general meetings, and for all votes taken outside general meetings, except for voting on any proposed resolution relating to the provision of goods, an amenity or a service to the strata company if my/our proxy holder has a direct or indirect pecuniary or other interest in the provision of the goods, amenity or service; or
- Option C:** at the general meeting to be held on _____ [*insert date of general meeting*] and any adjournment of that meeting.
- Option D:** in the vote to be taken outside of a general meeting under a notice dated _____ (*insert date of notice of vote*).

Date of execution: _____ 20____

Execution by natural owner (s)

This form must be signed by each natural owner or by their appointed attorney)

Signature of sole owner:

OR:

Signatures of all co-owners

(including proxy holder if a co-owner):

**THE OWNERS OF OSPREY
SURVEY-STRATA SCHEME 47300**

**PROXY FORM
(for use by Corporations)**

Important notes: please read these carefully before completing **both** parts of this form.

1. A proxy holder does not have to be an owner but must be an adult of full age and capacity.
2. A corporate owner (e.g. a corporate super fund trustee) can only vote by a proxy holder.
3. Co-owners of a lot can only vote by a proxy holder, appointed by **all** the co-owners (the proxy holder can be one of the co-owners).
4. If a sole adult owner (not a co-owner) and his or her proxy holder both attend/participate, only the owner can vote.
5. If the options in this form do not meet your requirements, seek advice.

I /We, _____

being the owner/s of lot number/s _____ (unit number/s _____) appoint:

Select and complete options 1 to 3

- Option 1:** _____ [*name of proxy holder*] and failing their attendance/participation, the strata manager; or
- Option 2:** The chairperson of the general meeting, or if not at a general meeting, the chairperson of the council; or
- Option 3:** _____ [*name of proxy holder*]

to speak and act and to vote for me/us as my/our proxy holder:

Select and complete only one of options A to D, as appropriate

- Option A:** at all general meetings and for all votes taken outside general meetings; or
- Option B:** at all general meetings, and for all votes taken outside general meetings, except for voting on any proposed resolution relating to the provision of goods, an amenity or a service to the strata company if my/our proxy holder has a direct or indirect pecuniary or other interest in the provision of the goods, amenity or service; or
- Option C:** at the general meeting to be held on _____ [*insert date of general meeting*] and any adjournment of that meeting.
- Option D:** in the vote to be taken outside of a general meeting under a notice dated _____ (*insert date of notice of vote*).

Date of execution: _____ 20____

Execution by corporate owner

*This form must be signed by the sole director and sole secretary **OR** two directors or a director and secretary **OR** by the company's appointed attorney*

Sole director and sole secretary

OR

Director

Director/Secretary

OR _____ Attorney (if signing by an attorney, please provide a copy of the Power of Attorney).

**THE OWNERS OF OSPREY
SURVEY-STRATA SCHEME 47300**

**Council of Owners Nomination Form
AGM of 25/11/2024**

1. SELF NOMINATION – where the lot is owned in one name and not jointly, written consent only required if candidate is not present at the meeting.

I wish to nominate myself for election to the Council of Owners at the forthcoming Annual General Meeting for the above mentioned Strata Company:

Name: _____ **Lot Number:** _____

Signature: _____ **Date:** ___ / ___ / ___

2. NOMINATE CO-OWNER – where the lot is owned in joint names, nomination must be in favour of one co-owner and signed by all co-owners including the nominee.

I wish to nominate the following co-owner of our lot for election to the Council of Owners at the forthcoming Annual General Meeting for the above-mentioned Strata Company:

Name: _____ **Lot Number:** _____

Signature of Nominee Accepting Nomination:

_____ **Date:** ___ / ___ / ___

Signature of Nominator/s: (All co-owners must consent to this nomination)

Owner

Owner

3. COMPANY NOMINATION – Where the lot is owned in a company name the nomination and consent must be in writing and need to be signed by a properly authorised person.

I wish to nominate the following company for election to the Council of Owners at the forthcoming Annual General Meeting for the above-mentioned Strata Company until further advised in writing:

Company Name: _____ **Lot Number:** _____

The person authorised by the company to act on its behalf on the Council of Owners is:

Nominee: _____

Signatures of Director/Secretary/Attorney/Officer/Agent (delete those not applicable)

_____ **Date:** ___ / ___ / ___

The appointment of a Council of Owners is a requisite for the Strata Company to conform to the provisions of the Act. As a Council of Owners must consist of not less than three nor more than seven owners it is essential that at least three persons signify their willingness to act preferably by returning the Nomination Form.

Important Notes about the Council of Owners

- ❖ The Council of Owners (COO) are responsible for performing and delegating the duties of the Strata Company
- ❖ The COO are responsible for providing instructions to Strata Manager
- ❖ A Chairperson must be elected
- ❖ The COO are responsible for discussing all matters that arise and advising the Strata Manager of any required action via the nominated Council member (usually the Chairperson)

VOTING RIGHTS, NOMINATION AND ELECTION OF COUNCIL OF OWNERS

VOTING RIGHTS AT A GENERAL MEETING

Subject to the eligibility provisions shown below, the owner of each lot is entitled to one vote in respect of each lot owned by that owner on a proposed resolution.

Votes may be cast by the owner or a duly appointed proxy but if both the owner and the proxy are present only the owner may cast the vote/s.

In the case of an ordinary resolution or a ballot for election of members of the Council, a demand that the votes be counted by the number of unit entitlements of the lots for which votes are cast must be made either in writing or orally at the meeting before voting on the resolution or ballot opens.

In the case of a special resolution votes are cast both in respect to the lots and to the unit entitlement

In the case of a unanimous resolution or a resolution without dissent the vote attached to the lot is the only vote to be cast either in favour or against the proposed resolution. Unit entitlement is not relevant to the outcome of these resolutions.

ELIGIBILITY TO EXERCISE VOTING RIGHTS

Subject to any mortgagee's rights, notified to the Strata Company, owners are at all times entitled to exercise their power of voting on matters requiring a Unanimous Resolution or a Resolution without Dissent.

However, owners may not exercise their power of voting on any Special or "Ordinary" Resolutions put to a meeting of the Strata Company, unless all contributions levied in respect to their lot/s, or other moneys recoverable at the date of the meeting by the Strata Company, have been duly paid before the meeting proceeds to the consideration of business.

Owners' powers of voting may also be affected by an appointment made, or notification given, pursuant to Section 125 of the Strata Titles Amendment Act 2018. Any owner affected by Section 125 and is presumed to be aware of that situation.

NOMINATING A CANDIDATE FOR ELECTION AS A MEMBER OF THE COUNCIL

A person (which term includes a corporation) is entitled to nominate a candidate for election as a member of the council only if that person is entitled to vote at the election. Any persons entitled to nominate may nominate themselves. A person who is not entitled to nominate may, however, be nominated by a person who is entitled to do so. A nomination does not require to be seconded.

The procedure for nomination of members of the council is as follows:

- I. The Chairperson of the General Meeting shall call upon those persons present and entitled to nominate candidates to nominate candidates for election to the council.
- II. A nomination is ineffective unless supported by the consent of the nominee to his nomination, given –
 - a) In writing, and furnished to the Chairman at the meeting; or
 - b) Orally by a nominee who is present at the meeting in person or by proxy.
- III. In the event that there are co-owners of a lot one only of the co-owners shall be eligible to be nominated to be elected as a member of the council and the co-owner who is so eligible shall be nominated by his co-owner, but, if the co-owner fail to agree on a nominee, the co-owner who owns the largest share of the lot shall be 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 shall be the nominee.
- IV. A corporation which is an owner or co-owner of a lot is eligible to be nominated to be elected as a member of the council and would need to provide written consent to its nomination even if it were to nominate itself as a candidate. **(Please also refer to the enclosed forms of nomination and acceptance of nomination)**

THE PROCEDURE FOR ELECTION OF CANDIDATES TO THE COUNCIL

- i. In accordance with the by-laws
- (a) if the number of candidates equals the number of members of the council determined in accordance with the requirements of Schedule 1 by-law 4(3), the chairperson 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, the chairman must direct that a ballot be held.
 - (c) If a ballot is to be held, the chairperson must —
 - (I) announce the names of the candidates; and
 - (II) 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.
 - (d) A person who is entitled to vote must complete a valid ballot form by —
 - (I) 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
 - (II) 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
 - (III) signing the ballot form; and
 - (IV) returning it to the chairperson.
 - (V) The chairperson, or a person appointed by the chairperson, must count the votes recorded on valid ballot forms in favour of each candidate.
 - (VI) Subject to (VII) below), 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.
 - (VII) If the number (in terms of lots or unit entitlements as required under the *Strata Titles Act 1985* section 122) of votes recorded in favour of any candidate is the lowest of the numbers of votes referred to in sub-by-law (8) and —
 - (i) that number equals the number of votes recorded in favour of any other candidate; and
 - (ii) 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.

**THE OWNERS OF OSPREY
SURVEY-STRATA SCHEME 47300**

Statement of Acceptable Methods of Voting

Methods of voting that are acceptable to the strata company for the Annual General Meeting to be held on 25/11/2024.

If a resolution is an ordinary resolution or there is a ballot for election of members of the Council and any person entitled to cast a vote, demands either orally or in writing before the resolution is put to the vote or the ballot commences, that the votes be counted by the number of unit entitlements of the lots for which votes are cast, then, they will be counted in that manner.

If a resolution is a special resolution the votes will be counted both by the number of lots **AND** the number of unit entitlements of the lots for which votes are cast.

If a resolution is a unanimous resolution or resolution without dissent the votes will be counted only by the number of lots for which votes are cast.

Pursuant to Section 129(2)(d)]

Acceptable methods of casting votes by owners, proxies, first mortgagees or others who are eligible to vote on a resolution, an amendment of a resolution or on a substantive amended resolution, when asked by the Chairperson to do so.

1. If attending the meeting:

By raising one hand or one voting flag indicating either being in favour or against the resolution, or an amendment of the resolution, or on a substantive amended resolution, in respect of each lot for which the person is eligible to vote.

2. If attending remotely:

By orally indicating either being in favour or against the resolution, or an amendment of the resolution, or on a substantive amended resolution, in respect of each lot for which person is eligible to vote.

3. In writing:

By submitting a legible and verifiable signed document, either by email or post, to be received by the strata manager at least 3 days prior to the date of the meeting. The document must set out clearly that the vote is being cast either in favour or against the resolution, as it appears on the agenda, in respect of each lot for which the person is eligible to vote. The writing referred to can be incorporated in or attached to a valid proxy form.

Note: *Such votes may be for more than one proposed resolution on the agenda but will not be cast or tallied in respect to an amendment or on a substantive amended resolution.*

NOTES TO FINANCIAL STATEMENTS

Note 1 **Summary of Accounting Policies**

This special purpose financial report has been prepared for distribution to owners to fulfil the Strata Company's financial reporting requirements. The accounting policies used in the preparation of this report, as described below, are in the opinion of the strata company manager appropriate to meet the needs of owners.

a) The financial report has been prepared on the Accrual basis of accounting, however for GST purposes reporting is on a cash basis.

b) The requirements of Accounting Standards and other professional reporting requirements in Australia do not have mandatory applicability to the body corporate because it is not a "reporting entity as defined in those Standards.

Note 2 **Unpresented Transactions**

Any items shown as "Unpresented Transactions" in the Balance Sheet represent money received or paid that has yet to be presented to the strata company's financial institution (bank)

Note 3 **Income Tax**

Assessable Income such as interest, dividends and other investment income derived by the Strata Company, is taxable at the current company tax of 30%. Assessable income received by the Strata Company in respect of common property, other than as stated above is taxable in the hand of individual owners as determined by Tax Ruling No. TR 2015/3

Note 4 **Depreciation**

Common property, including assets fixed to it, is not beneficially owned by the strata company and is therefore not depreciable. Non-fixed assets that are purchased by the strata company are beneficially owned by it, but the purchase cost is expensed upon acquisition and not depreciated

**THE OWNERS OF OSPREY
SURVEY-STRATA SCHEME 47300**

MINUTES OF ANNUAL GENERAL MEETING

Minutes of the Annual General Meeting of the above Strata Company held at the offices of First Class Strata Services on Tuesday 21 November 2023, commencing at 10:00 am.

Persons present:

Mr L Mortimer
Mrs W Bentley
Mrs S Lockyer
Mrs L Williams

Proxies:

Mr & Mrs L & R Mortimer..... in favour of Mr L Mortimer in respect of lot 5
Mr & Mrs Cooper in favour of Chairperson in respect of lot 20
Coco Bay Association Inc..... in favour of Mrs L Williams in respect of lot 25

Persons present by invitation or leave of the meeting:

Ms T Hough First Class Strata Services -Strata Manager

PRELIMINARY MATTERS

1 Appointment of Chairperson

On a motion moved by Mrs S Lockyer and seconded by Mrs W Bentley it was resolved that Ms T Hough be authorised to act as Chairperson of the strata company for the purpose of this general meeting.

2 Verification and announcements

The Chairperson announced that valid proxies had been received and that no apologies had been received.

3 Declaration of quorum

After the expiration of thirty minutes pursuant to Section 130 (4) of the Strata Titles Act 1985 the Chairperson declared that there was a quorum of owners present and the meeting was validly constituted and could proceed to the consideration of business and declared the meeting open at 10:30 am.

- 4 Confirmation of the minutes** of the previous general meeting and consideration of any matters arising not otherwise provided for in this agenda.

On a motion moved by Mrs S Lockyer and seconded by Mrs W Bentley it was resolved that the previously circulated minutes of the General Meeting held on **28 November 2022** be verified as a true record of those proceedings.

BUSINESS REQUIRED PURSUANT TO SECTION 127

- 5 Consideration of the statement of accounts.**

It was questioned what water was being used by common property if any. Strata manager to review with the Water Corporation as some owners may be getting estimated accounts, which may impact on what is paid by the strata company.

On a motion moved by Mrs S Lockyer and seconded by Mrs W Bentley it was resolved that the statement of accounts for the period 01/11/2022 to 31/10/2023 be adopted as presented.

- 6 Constitution of the council.**

On a motion moved by Mrs S Lockyer and seconded by Mrs W Bentley it was resolved that the council of the strata company consist of 3 lot owners.

- 6.1** Nominations were received from Mr L Mortomer, Mrs S Lockyer and Mrs W Bentley.
6.2 There being no further nominations all were duly elected to the council.

- 7 Insurance**

- 7.1** On a motion moved by Mrs S Lockyer and seconded by Mrs W Bentley it was resolved that copies of the current certificates and schedules for the insurance required under section 127(3)(c) of the Act, as tabled, be received and incorporated into the records of the strata company.
- 7.2** On a motion moved by Mrs S Lockyer and seconded by Mrs W Bentley it was resolved that the Assent Financial Services Guide and CHU Product Disclosure Statement as tabled be received and incorporated into the records of the strata company.
- 7.3** On a motion moved by Mrs S Lockyer and seconded by Mrs W Bentley it was resolved that the Strata Managers Insurance Commission Disclosure Statement as tabled be received and incorporated into records of the strata company.
- 7.4** On a motion moved by Mrs S Lockyer and seconded by Mrs W Bentley it was resolved that the Council be directed to renew the current insurance policy prior to its expiry date or secure insurance with a different insurer in such sums and on terms which are not less than the current policy, or as are recommended by qualified professional advisors.

SPECIAL BUSINESS

8 Execution of documents and use of common seal.

On a motion moved by Mr L Mortimer and seconded by Mrs S Lockyer it was resolved that by ordinary resolution the council be authorized to;

- 1 Enter into and, if required to, execute contracts, agreements, commitments, undertakings or other legally binding arrangements, which are either desirable or necessary for the achievement of the strata company's objectives and the performance of the functions of the strata company; and,
- 2 If the strata company has a common seal, and when desirable or necessary to do so, to use the common seal which must be attested to by the signatures of two members of the Council of the strata company.

9 Consideration of administrative fund expenditure estimates and reserve fund provisions.

- 9.1 On a motion moved by Mr L Mortimer and seconded by Mrs S Lockyer it was resolved that the administrative fund expenditure estimates for the period 01/11/2023 to 31/10/2024 be adopted as presented.
- 9.2 On a motion moved by Mr L Mortimer and seconded by Mrs S Lockyer it was resolved that the 01/11/2023 to 31/10/2024 administrative fund expenditure estimates be carried over to become the 01/11/2024 to 31/10/2025 budget.

10 Determination of the levy of contributions for the administrative fund for the financial year to 31/10/2024

Proposed resolution.

That the annual levy of contributions on owners for the administrative fund be payable in advance by instalments due and payable in amounts and on the dates as shown below;

\$1.84 per unit entitlement	1 November 2023
\$1.84 per unit entitlement	1 February 2024
\$1.84 per unit entitlement	1 May 2024
\$1.84 per unit entitlement	1 August 2024

To raise a total amount of \$14,714.80 in the financial year.

And

That in each case those contributions be continued falling due and payable on the corresponding dates in the following financial years of the strata company or until otherwise determined by the strata company in a general meeting.

And

Further that the strata company authorizes the transfer of \$10,000.00 from the reserve fund to administrative fund for the purpose of upgrading common property (CP) lot 26 to a playground with a large access gate at the front of lot 26 on Coco Drive or consulting advice on subdividing and selling part of CP lot 26.

11 Matters without notice for discussion and referral to the Council.

- 11.1 Rubbish bins:** owners keeping bins at the front of their property remains and issue. Strata manager to send reminders to all owners to store their rubbish bins either within their garages or in such a manner that they are not visible from the street.
- 11.2 Lot 20:** placed screening material on CP lot 26 fence which was approved as a temporary measure, it is now in a state of disrepair. Strata manager to have gardener remove it.
- 11.3 Paving in front of units:** lots 5, 8 & 9 have had the paving repairs completed lot 6 did not agree to proceed with the quote provided.
- 11.4 Lot 16 & 17 pigeon issue:** pigeons are nesting in the rain head of the downpipe and creating a health issue and general mess. Strata manager to advise owners to have this attended to and to obtain advice from the City of Mandurah on how this issue can be dealt with.
- 11.5 Coco Bay Association Inc:** advised that the intentions for lot 25 was to fence the area and have it as a grassed area for their members to use.
- 11.6 Relocation of Western Power Street Light:** despite earlier advice, Western Power has now advised that a formal application needs to be lodged by the owner, fees and wait times apply. It was the opinion of the meeting that if the owners wish to proceed the strata company would be in support of their application.
- 11.7 Gutter cleaning:** the quality of the gutter cleaning was questioned as grass can be seen growing in some gutters. Preference be given to vacuum cleaning of the gutters next time, it maybe possible to have any solar panels cleaned at the same time.

12 Close of meeting.

Poor attendance at the meeting was noted.

The Chairperson thanked all those present for their attendance.

There being no further business the meeting was declared closed at 11:15 am.

Signed: _____

Ms T Hough

Chairperson of the meeting.



Date: 23/11/2023

ANNUAL REPORTS

for the financial year to 31/10/2024

Strata Plan 47300

3 Watercress Lane, FALCON WA 6210

Manager: Tracey Hough

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Balance Sheet - Detailed	1
Income & Expenditure Statement	2
Detailed Expenses	4
Budget commencing 01/11/2024	7
Levy Schedule commencing 01/11/2024 General	9

Balance Sheet - Detailed

As at 31/10/2024

Attachment 5

The Owners of Osprey Survey -Strata

3 Watercress Lane, FALCON WA 6210

	Current period	Previous year
Owners' funds		
Administrative Fund		
Operating Surplus/Deficit--Admin	161.65	2,937.52
Owners Equity--Admin	7,148.21	4,210.69
	<u>7,309.86</u>	<u>7,148.21</u>
Reserve Fund		
Operating Surplus/Deficit--Reserve	0.00	0.00
Owners Equity--Reserve	35,101.01	35,101.01
	<u>35,101.01</u>	<u>35,101.01</u>
Net owners' funds	<u>\$42,410.87</u>	<u>\$42,249.22</u>
Represented by:		
Assets		
Administrative Fund		
Cash at Bank--Admin	6,754.78	7,735.10
Receivable--Levies--Admin	2,686.11	1,390.50
Receivable--Owners--Admin	99.00	0.00
	<u>9,539.89</u>	<u>9,125.60</u>
Reserve Fund		
Cash at Bank--Reserve	35,101.01	35,101.01
	<u>35,101.01</u>	<u>35,101.01</u>
Unallocated Money		
Cash at Bank--Unallocated	192.69	251.91
	<u>192.69</u>	<u>251.91</u>
<i>Total assets</i>	<u>44,833.59</u>	<u>44,478.52</u>
Less liabilities		
Administrative Fund		
Prepaid Levies--Admin	2,230.03	1,977.39
	<u>2,230.03</u>	<u>1,977.39</u>
Reserve Fund		
	<u>0.00</u>	<u>0.00</u>
Unallocated Money		
Prepaid Levies--Unallocated	192.69	251.91
	<u>192.69</u>	<u>251.91</u>
<i>Total liabilities</i>	<u>2,422.72</u>	<u>2,229.30</u>
Net assets	<u>\$42,410.87</u>	<u>\$42,249.22</u>

Income & Expenditure Statement for the financial year to 31/10/2024

The Owners of Osprey Survey -Strata

3 Watercross Lane, FALCON WA 6210

Administrative Fund

	Current period 01/11/2023-31/10/2024	Annual budget 01/11/2023-31/10/2024	Previous year 01/11/2022-31/10/2023
Revenue			
Interest on Arrears--Admin	40.23	0.00	143.14
Levies Due--Admin	14,715.56	14,714.80	14,715.56
Recovery--Owner	50.00	0.00	0.00
Status Certificate Fees	280.00	0.00	280.00
<i>Total revenue</i>	15,085.79	14,714.80	15,138.70
Less expenses			
Admin--Agent Archive Charge	132.00	132.00	132.00
Admin--Agent Disburst--Meetings	165.00	0.00	0.00
Admin--Agent Disburst--Other	50.00	0.00	0.00
Admin--Agent Disburst--Postage/petties	0.00	20.00	3.30
Admin--Agent Disburst--Printing & Stationery	0.00	20.00	1.05
Admin--Auditors--Audit Services	100.00	0.00	0.00
Admin--Management Fees--Non Standard	176.00	132.00	132.00
Admin--Management Fees--Standard	6,249.96	6,250.00	6,249.96
Admin--Meeting Fees	0.00	200.00	0.00
Admin--Search Fees	0.00	0.00	28.20
Admin--Status Certificate Fees Paid	280.00	0.00	280.00
Insurance--Premiums	1,140.00	1,200.00	1,200.00
Maint Bldg--Gutter Cleaning	2,200.00	2,000.00	1,100.00
Maint Bldg--Pest/Vermin Control	0.00	1,000.00	0.00
Maint Bldg--Plumbing & Drainage	2,526.43	750.00	0.00
Maint Grounds--Gates	15.75	250.00	239.00
Maint Grounds--Lawns & Gardening	1,889.00	1,500.00	1,717.50
Utility--Water & Sewerage	0.00	1,200.00	1,118.17
<i>Total expenses</i>	14,924.14	14,654.00	12,201.18
Surplus/Deficit	161.65	60.80	2,937.52
Opening balance	7,148.21	7,148.21	4,210.69
Closing balance	\$7,309.86	\$7,209.01	\$7,148.21

Reserve Fund

	Current period 01/11/2023-31/10/2024	Annual budget 01/11/2023-31/10/2024	Previous year 01/11/2022-31/10/2023
Revenue			
<i>Total revenue</i>	0.00	0.00	0.00
Less expenses			
<i>Total expenses</i>	0.00	0.00	0.00
Surplus/Deficit	0.00	0.00	0.00
Opening balance	35,101.01	35,101.01	35,101.01
Closing balance	\$35,101.01	\$35,101.01	\$35,101.01

Detailed Expenses for the financial year from 01/11/2023 to 31/10/2024

The Owners of Osprey Survey -Strata

3 Watercress Lane, FALCON WA 6210

Date	Details	Payee	Amount	Status	Type	Ref.No.	Payment No.
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Administrative Fund

Admin--Agent Archive Charge 153100

23/11/2023	Archive Storage Fee November 2023	Hough Family Trust General	11.00	Paid	DE		000028
20/12/2023	Archive Storage Fee December 2023	Hough Family Trust General	11.00	Paid	DE		000029
22/01/2024	Archive Storage Fee January 2024	Hough Family Trust General	11.00	Paid	DE		000030
21/02/2024	Archive Storage Fee February 2024	Hough Family Trust General	11.00	Paid	DE		000031
22/03/2024	Archive Storage Fee March 2024	Hough Family Trust General	11.00	Paid	DE		000033
22/04/2024	Archive Storage Fee April 2024	Hough Family Trust General	11.00	Paid	DE		000034
22/05/2024	Archive Storage Fee May 2024	Hough Family Trust General	11.00	Paid	DE		000038
20/06/2024	Archive Storage Fee June 2024	Hough Family Trust General	11.00	Paid	DE		000042
24/07/2024	Archive Storage Fee July 2024	Hough Family Trust General	11.00	Paid	DE		000045
20/08/2024	Archive Storage Fee August 2024	Hough Family Trust General	11.00	Paid	DE		000046
25/09/2024	Archive Storage Fee September 2024	Hough Family Trust General	11.00	Paid	DE		000049
24/10/2024	Archive Storage Fee October 2024	Hough Family Trust General	11.00	Paid	DE		000050

\$132.00

Admin--Agent Disburst--Meetings 153805

23/11/2023	Annual General Meeting November 2023	Hough Family Trust General	165.00	Paid	DE		000028
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\$165.00

Admin--Agent Disburst--Other 153802

22/04/2024	Agent disbursements-other April 2024	Hough Family Trust General	50.00	Paid	DE		000034
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\$50.00

Admin--Auditors--Audit Services 150800

25/09/2024	Creditor compliance fee September 2024	Hough Family Trust General	100.00	Paid	DE		000049
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\$100.00

Admin--Management Fees--Non Standard 153900

21/02/2024	Professional fees - Administration Staff February	Hough Family Trust General	22.00	Paid	DE		000031
22/03/2024	Professional fees - Administration Staff March 202	Hough Family Trust General	22.00	Paid	DE		000033
22/04/2024	Professional fees - Administration Staff April 202	Hough Family Trust General	22.00	Paid	DE		000034
22/05/2024	Professional fees - Administration Staff May 2024	Hough Family Trust General	22.00	Paid	DE		000038
24/07/2024	Professional fees - Administration Staff July 2024	Hough Family Trust General	22.00	Paid	DE		000045
20/08/2024	Professional fees - Administration Staff August 20	Hough Family Trust General	33.00	Paid	DE		000046
25/09/2024	Professional fees - Administration Staff September	Hough Family Trust General	33.00	Paid	DE		000049

\$176.00

Admin--Management Fees--Standard 154000

23/11/2023	Standard Management Fee November 2023	Hough Family Trust General	520.83	Paid	DE		000028
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The Owners of Osprey Survey -Strata

3 Watercress Lane, FALCON WA 6210

Date	Details	Payee	Amount	Status	Type	Ref.No.	Payment No.
20/12/2023	Standard Management Fee December 2023	Hough Family Trust General	520.83	Paid	DE		000029
22/01/2024	Standard Management Fee January 2024	Hough Family Trust General	520.83	Paid	DE		000030
21/02/2024	Standard Management Fee February 2024	Hough Family Trust General	520.83	Paid	DE		000031
22/03/2024	Standard Management Fee March 2024	Hough Family Trust General	520.83	Paid	DE		000033
22/04/2024	Standard Management Fee April 2024	Hough Family Trust General	520.83	Paid	DE		000034
22/05/2024	Standard Management Fee May 2024	Hough Family Trust General	520.83	Paid	DE		000038
20/06/2024	Standard Management Fee June 2024	Hough Family Trust General	520.83	Paid	DE		000042
24/07/2024	Standard Management Fee July 2024	Hough Family Trust General	520.83	Paid	DE		000045
20/08/2024	Standard Management Fee August 2024	Hough Family Trust General	520.83	Paid	DE		000046
25/09/2024	Standard Management Fee September 2024	Hough Family Trust General	520.83	Paid	DE		000049
24/10/2024	Standard Management Fee October 2024	Hough Family Trust General	520.83	Paid	DE		000050
			\$6,249.96				
Admin--Status Certificate Fees Paid 156000							
24/07/2024	Status Certificate Fee July 2024	Hough Family Trust General	280.00	Paid	DE		000045
			\$280.00				
Insurance Premiums Comm Assoc Comm Prop 159101							
24/04/2024	SS47300 CP renewal 30/4/2024 to 30/4/2025	Assent Financial Services	1,140.00	Paid	BPAY	01300038439 7 7969	
			\$1,140.00				
Maint Bldg--Gutter Cleaning 168200							
23/05/2024	Gutter cleaning May 2024	Rooftech Building Company	2,200.00	Paid	DE	INV-0060	000040
			\$2,200.00				
Maint Bldg--Pest/Vermin Control 172000							
24/05/2024	Termite inspections	Frontline Pest Management	1,188.00	Paid	DE	6340	000039
10/06/2024	Lot 3: Termite inspections		(99.00)		Ow.Inv		
10/06/2024	Lot 4: Termite inspections		(99.00)		Ow.Inv		
10/06/2024	Lot 5: Termite inspections		(99.00)		Ow.Inv		
10/06/2024	Lot 7: Termite inspections		(99.00)		Ow.Inv		
10/06/2024	Lot 8: Termite inspections		(99.00)		Ow.Inv		
10/06/2024	Lot 9: Termite inspections		(99.00)		Ow.Inv		
10/06/2024	Lot 15: Termite inspections		(99.00)		Ow.Inv		
10/06/2024	Lot 16: Termite inspections		(99.00)		Ow.Inv		
10/06/2024	Lot 18: Termite inspections		(99.00)		Ow.Inv		
10/06/2024	Lot 20: Termite inspections		(99.00)		Ow.Inv		
10/06/2024	Lot 23: Termite inspections		(99.00)		Ow.Inv		
10/06/2024	Lot 24: Termite inspections		(99.00)		Ow.Inv		
			\$0.00				
Maint Bldg--Plumbing & Drainage 172200							
06/11/2023	Water leak near 31 Tarragon on CP retic line	Seascapes Plumbing & Gas	667.98	Paid	DE	19147	000025
30/08/2024	Water leak in mains near 31 Tarragon Way	Seascapes Plumbing & Gas	1,858.45	Paid	DE	20674	000047
			\$2,526.43				
Maint Grounds--Gates 177600							
07/05/2024	Restricted WAS Keys for pedestrian gate	A1 Locksmiths	53.80	Paid	DE	JN73613	000036
04/06/2024	refund purchase gate keys		(38.05)		Rct	184	

The Owners of Osprey Survey -Strata

3 Watercress Lane, FALCON WA 6210

Date	Details	Payee	Amount	Status	Type	Ref.No.	Payment No.
			<u>\$15.75</u>				
Maint Grounds--Lawns & Gardening 178400							
16/11/2023	Bal of Sept & Oct invoice	022 Gardening &	150.00	Paid	DE	459	000026
29/02/2024	Lawn & Garden services Feb 2024	022 Gardening &	300.00	Paid	DE	530	000032
25/04/2024	Monthly Clean up for March and April 2024	022 Gardening &	380.00	Paid	DE	545	000035
10/05/2024	Garden services 10/5/2024	022 Gardening &	259.00	Paid	DE	586	000037
10/06/2024	garden services 10/05/2024	The Owners of Lida SS 61325	259.00	Paid	DE	586	000041
13/06/2024	Lawn & Garden service June 2024	022 Gardening &	150.00	Paid	DE	600	000043
03/07/2024	returned over payment		(259.00)		Rct	191	
12/07/2024	Garden service & Palm frond removal July 2024	022 Gardening &	200.00	Paid	DE	615	000044
19/09/2024	Monthly garden maintenance Sept	022 Gardening &	150.00	Paid	DE	641	000048
19/09/2024	Monthly garden maintenance August	022 Gardening &	150.00	Paid	DE	632	000048
16/10/2024	Garden services for October 2024	022 Gardening &	150.00	Paid	DE	647	000051
			<u>\$1,889.00</u>				
Maint Grounds--Paving 178800							
16/11/2023	W/O; Paving repairs to units 38, 44 & 46	Simply Paving & Soakwells	3,970.00	Paid	DE	100835	000027
30/11/2023	Lot 5: Paving repairs		(1,380.00)		Ow.Inv		
30/11/2023	Lot 8: Paving repairs		(1,640.00)		Ow.Inv		
30/11/2023	Lot 9: Paving repairs		(950.00)		Ow.Inv		
			<u>\$0.00</u>				
Total expenses			\$14,924.14				

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

Proposed Budget to apply from 01/11/2024

The Owners of Osprey Survey -Strata

3 Watercress Lane, FALCON WA 6210

Administrative Fund

	Proposed budget	Actual 01/11/2023-31/10/2024	Previous budget
Revenue			
Interest on Arrears--Admin	0.00	40.23	0.00
Levies Due--Admin	11,036.25	14,715.56	14,714.80
Recovery--Owner	0.00	50.00	0.00
Rental Income	1,875.00	0.00	0.00
Status Certificate Fees	0.00	280.00	0.00
<i>Total revenue</i>	12,911.25	15,085.79	14,714.80
Less expenses			
Admin--Accounting--Tax Preparation	500.00	0.00	0.00
Admin--Agent Archive Charge	88.00	132.00	132.00
Admin--Agent Disburst--Meetings	110.00	165.00	0.00
Admin--Agent Disburst--Other	0.00	50.00	0.00
Admin--Agent Disburst--Postage/petties	0.00	0.00	20.00
Admin--Agent Disburst--Printing & Stationery	0.00	0.00	20.00
Admin--Auditors--Audit Services	100.00	100.00	0.00
Admin--Consultants	2,500.00	0.00	0.00
Admin--Management Fees--Non Standard	110.00	176.00	132.00
Admin--Management Fees--Standard	4,167.00	6,249.96	6,250.00
Admin--Meeting Fees	0.00	0.00	200.00
Admin--Status Certificate Fees Paid	0.00	280.00	0.00
Insurance Premiums Comm Assoc Comm Prop	1,200.00	1,140.00	1,200.00
Maint Bldg--Gutter Cleaning	2,300.00	2,200.00	2,000.00
Maint Bldg--Pest/Vermin Control	0.00	0.00	1,000.00
Maint Bldg--Plumbing & Drainage	1,500.00	2,526.43	750.00
Maint Grounds--Gates	134.00	15.75	250.00
Maint Grounds--Lawns & Gardening	1,267.00	1,889.00	1,500.00
Utility--Water & Sewerage	650.00	0.00	1,200.00
<i>Total expenses</i>	14,626.00	14,924.14	14,654.00
Surplus/Deficit	(1,714.75)	161.65	60.80
Opening balance	7,309.86	7,148.21	7,148.21
Closing balance	\$5,595.11	\$7,309.86	\$7,209.01

Total units of entitlement	2000	2000
Levy contribution per unit entitlement	\$5.52	\$7.36

Proposed Levy Posting for
The Owners of Osprey Survey -Strata
ABN 46247326841

First instalment due date: 01/03/2025

Discount: Nil

Instalment frequency: Quarterly

Group:

Number of instalments: 3

Entitlement set: Levy Entitlement

Description: Quarterly Admin Levy

Levy determination date: 01/11/2024

Lot No.	Unit No.	Unit Entitlement	Administrative Fund	Reserve Fund	Total
1	30Coco	86.00	474.57	0.00	474.57
2	32Coco	85.00	469.05	0.00	469.05
3	34Coco	90.00	496.62	0.00	496.62
4	36Coco	92.00	507.66	0.00	507.66
5	38Coco	92.00	507.66	0.00	507.66
6	40Coco	90.00	496.62	0.00	496.62
7	42Coco	90.00	496.62	0.00	496.62
8	44Coco	85.00	469.05	0.00	469.05
9	46Coco	83.00	458.01	0.00	458.01
10	2Waterc res	62.00	342.12	0.00	342.12
11	4Waterc res	60.00	331.08	0.00	331.08
12	6Waterc res	60.00	331.08	0.00	331.08
13	8Waterc res	60.00	331.08	0.00	331.08
14	10Water cres	65.00	358.68	0.00	358.68
15	12Water cres	75.00	413.85	0.00	413.85
16	14Water cres	85.00	469.05	0.00	469.05
17	16Water cres	85.00	469.05	0.00	469.05
18	18Water cres	85.00	469.05	0.00	469.05
19	20Water cres	85.00	469.05	0.00	469.05
20	22Water cres	85.00	469.05	0.00	469.05
21	24Water cres	88.00	485.58	0.00	485.58
22	31Tarra gon	81.00	446.97	0.00	446.97
23	29Tarra gon	80.00	441.45	0.00	441.45
24	27Tarra gon	75.00	413.85	0.00	413.85
25	25Tarra gon	76.00	419.37	0.00	419.37

Lot No.	Unit No.	Unit Entitlement	Administrative Fund	Reserve Fund	Total
Totals		2,000.00	\$11,036.22	\$0.00	\$11,036.22
GST included in amounts to be raised			\$0.00	\$0.00	\$0.00
Amount to be raised per unit of entitlement			\$5.52	\$0.00	\$5.52

Assent Financial Services Pty Ltd

ABN 30 092 761 996

092 761 996

AFSL 241061

Level 2, 36 Brisbane Street
Perth
WA 6000

PO Box 515
Belmont WA 6984

Tel: (08) 9475 2990
Fax: (08) 6230 5408

Email: info@assentfs.com.au

CERTIFICATE OF CURRENCY

From: Sherry-Ann Sagmit

We hereby confirm that we have arranged the insurance cover mentioned below:

The Owners Of Osprey Survey Strata Plan 47300
C/-First Class Strata Services
PO Box 5145
FALCON WA 6210

Date: 12/07/2024

Our Reference: SSP47300

ENDORSEMENT

Page 1 of 3

Class of Policy: Strata Domestic

Insurer: Corporate Home Unit Underwriting Agencies P/L
Level 15, QBE House, 200 St Georges Terrace
ABN: 18 001 580 070

The Insured: The Owners Of Osprey Survey Strata Plan 47300

Policy No: WT600813

Invoice No: 47870

Period of Cover:

From 12/07/2024
to 30/04/2025 at 4:00 pm

Details:

See attached schedule for a description of the risk insured

IMPORTANT INFORMATION

The Proposal/Declaration:

- is to be received and accepted by the Insurer
 has been received and accepted by the Insurer

The total premium as at the above date is:

- to be paid by the Insured
 part paid by the Insured
 paid in full by the Insured
 paid by monthly direct debit

Premium Funding

- This policy is premium funded

Please note that the policy defined above is subject to the receipt of the Proposal Declaration and acceptance by the Insurer (if not already completed and accepted) and subject to the full receipt and clearance of the total premium payable by the insured.

Schedule of Insurance

Class of Policy: Strata Domestic	Policy No: WT600813
The Insured: The Owners Of Osprey Survey Strata Plan 47300	Invoice No: 47870
	Our Ref: SSP47300

Remember it's your responsibility to ensure that the Sum(s) Insured shown below represent the full replacement values of your Building, Common Area and/or Common Area Contents as defined in the applicable Policy Wording

COMMUNITY ASSOCIATION INSURANCE PLAN - RESIDENTIAL

POLICY NUMBER	WT600813
INSURED NAME	The Owners of Osprey Survey Strata Plan 47300
SITUATION	3 Watercress Lane, Falcon WA 6210
TERRITORIAL LIMIT	Situation

POLICY LIMITS/SUMS INSURED

1. COMMUNITY PROPERTY	.....	\$	156,060
COMMUNITY PROPERTY (Community Income)	.....	\$	23,409
COMMUNITY PROPERTY (Common Area Contents)	.....		Not Selected
Extra Expenses	.....		Not Selected
Sports Playing Surfaces	.....		Not Selected
2. LIABILITY TO OTHERS	.....	\$	10,000,000
3. VOLUNTARY WORKERS - refer to Table of Benefits	.....	\$	200,000/2,000
4. WORKERS COMPENSATION	.....		As Per Act
5. FIDELITY GUARANTEE	.....	\$	100,000
6. OFFICE BEARERS LEGAL LIABILITY	.....	\$	250,000
7. MACHINERY BREAKDOWN	.....		Not Selected
8. CATASTROPHE (Community Association)	.....		Not Selected
Extended Cover - Temp Accom/Community	.....		Not Selected
Income/Storage	.....		Not Selected
9. GOVERNMENT AUDIT COSTS AND LEGAL EXPENSES			
Government Audit Costs	.....	\$	25,000
Appeal Expenses - Common Property Health & Safety	.....	\$	100,000
Breaches	.....	
Legal Defence Expenses	.....	\$	50,000
10. FLOOD	.....		Selected
<i>Exclusion 1a does not apply</i>			

EXCESSES

Standard: \$300
Other excesses payable are shown in the policy wording

IMPORTANT INFORMATION

insurers

Policies issued by CHU Underwriting Agencies Pty Ltd ABN 18 001 580 070 AFS Licence No: 243261 on behalf of the insurers:-
QBE Insurance (Australia) Limited ABN 78 003 191 035 of 8 Chifley Square Sydney NSW 2000 (AFS Licence No: 239545)

your duty of disclosure

Before you renew or vary this contract of insurance, you have a duty of disclosure under the *Insurance Contracts Act 1984*.

If we ask you questions that are relevant to our decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions.

Also, we may give you a copy of anything you have previously told us and ask you to tell us if it has changed. If we do this, you

Schedule of Insurance

Page 3 of 3

Class of Policy: Strata Domestic
The Insured: The Owners Of Osprey Survey Strata Plan 47300

Policy No: WT600813
Invoice No: 47870
Our Ref: SSP47300

must tell us about any change or tell us that there is no change.

If you do not tell us about a change to something you have previously told us, you will be taken to have told us that there is no change. You have this duty until we agree to renew the contract.

if you do not tell us something

If you do not tell us anything you are required to tell us, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

**INSURANCE REQUIREMENTS & IMPORTANT INFORMATION FOR
 THE OWNERS OF OSPREY SURVEY-STRATA SCHEME 47300**

Attachment to Insurance Schedule & provided with the notice of Annual General Meeting to be held on 25/11/2024

COMPULSORY INSURANCE COVER	Your Strata Company is required to comply with various insurance provisions of the <i>Strata Titles Act, 1985 (WA)</i> ("Act") and Sections 97 to 99 set out the full insurance requirements. These requirements are insured under the current policy, details of which are shown on the attached Insurance Schedule issued by CHU.
Buildings, fixtures and improvements	The Sum Insured for 'Buildings' must be for the replacement value as defined by the Act. We recommend that an independent valuation be carried out at a minimum of three yearly intervals to ensure that this cover is kept in line with current and projected building replacement costs and other increases in expenditure.
Public Liability	In the case of public liability risks the minimum amount under the Act is \$10 million and your current Sum Insured is \$10 million. Many Strata Companies now insure for a minimum of \$40 million in residential schemes and as much as \$50 million where there is any commercial use of lots or common property.
Workers Compensation	We also suggest that every Strata Company effect's insurance in respect to possible liability under the Workers Compensation and Injury Management Act 1981 and your Strata Company has insured against such a risk.
INSURANCE COVER DISCRETIONARY	In addition to the compulsory insurances required under the Act, a Strata Company also has <u>other risks</u> it should consider covering because of its financial or legal responsibilities for which it may become liable . The strata company has the discretionary power to insure for <u>other risks</u> such as personal accident for voluntary workers, fidelity guarantee, office bearer's liability, machinery breakdown, catastrophe cover, government audit costs, legal defence expenses and owners' fixtures and improvements.
SCHEDULE OF INSURANCE	The enclosed insurance schedule shows which risks have been selected and the applicable Sum Insured amount. For a full understanding of the additional benefits applying to each policy you will need to review the policy wording or speak with the insurer. The Schedule also contains details of the amount of any commission paid to us.
IMPORTANT	Should you decide to seek an alternative quotation or change your insurance, your current insurance policy i.e. renewal should be the <u>minimum cover to be afforded by any new policy, including all additional and special benefits.</u> This means when seeking and comparing your existing policy with other quotations, great care should be exercised to ensure there is a 'like for like' comparison made, and, no reduction in cover or increase in risk for the Strata Scheme and its owners. For more information about this please speak to your Strata Manager.
GENERAL ADVICE WARNING	The above information is not personal advice. This advice is general only and before a decision is made to insure, the Product Disclosure Statement should be carefully reviewed. The strata company has been provided with a copy of the relevant Financial Services Guide and Product Disclosure Statement and these are held as part of the records of the strata company and are open to personal inspection by owners pursuant to section 109 of the Act and are also available on the strata managers website owner's portal.
DISCLOSURE OF OUR RELATIONSHIP AND COMMISSIONS RECEIVED	First Class Strata Services does not have any relationship with Assent Financial and does not receive any commission.

**THE OWNERS OF OSPREY
SURVEY-STRATA SCHEME 47300**

NOTICE OF COUNCIL MEETING

Notice is hereby given that a meeting of the Council of the above Strata Company will be held:

Date: Monday 25 November 2024
Time: Immediately after AGM
Venue: The offices of First Class Strata Services- 49 Cobblers Street Falcon

The attention of Councillors is drawn to the following documents enclosed with this combined notice and agenda for this meeting:

COUNCIL MEETING AGENDA

1. PRELIMINARY MATTERS

- 1.1 **Verification of quorum** and confirmation that the meeting is properly constituted and may proceed to the consideration of business.
- 1.2 **Announcement** of those present by invitation.
- 1.3 **Confirmation of minutes** of previous meeting dated 21/11/2023 & 17/05/2024.


2. ELECTION OF OFFICE BEARERS (Chairperson, Secretary & Treasurer)

- 2.1 Call for nominations Chairperson
- 2.2 Call for nominations Secretary
- 2.3 Call for nominations Treasurer
- 2.4 Delegation of duties – Secretary and Treasurer to the strata manager.

3. MATTERS AS REFERED BY AGM 2024 & OTHER BUSINESS

4. NEXT MEETING.

5. CLOSE OF MEETING

Signed: _____  _____ Date: 04/11/2024
Tracey Hough
Strata Manager
For and on Behalf the Owners f Osprey
Survey-Strata Scheme 47300

**THE OWNERS OF OSPREY
SURVEY-STRATA SCHEME 47300**

MINUTES OF COUNCIL MEETING

Minutes of the Council meeting held on Friday 17 May 2024 in the office of First Class Strata Services Falcon commencing at 11:00 am.

Present: Mrs W Bentley & Mrs S Lockyer

Apologies: Mr L Mortimer

PRELIMINARY MATTERS

- 1.1 **Quorum:** The strata manager advised that there was a quorum present, and the meeting was properly constituted and could proceed to the consideration of business and declared the meeting open at 11:00 am.
- 1.2 **Present by invitation:** Ms T Hough, Strata Manager was present by invitation.
- 1.3 **Confirmation of minutes** of council meeting dated 21.11.23.

It was resolved that the minutes of the last council meeting dated 21.11.23 be adopted as presented.

2. MATTERS AS REFERED BY AGM 2023

- 2.1 **Rubbish bins:** owners keeping bins at the front of their property remains an issue. Strata Manager to send reminders to all owners in particular lots 20 & 22 to store their rubbish bins either within their garages or in such a manner that they are not visible from the street.
- 2.2 **Lot 20:** placed screening material on CP lot 26 fence, this has now been removed.
- 2.3 **Paving in front of units:** lots 5, 8 & 9 have had the paving repairs completed lot 6 did not agree to proceed with the quote provided. Strata Manager to approach owner to see if they will reconsider getting this done and offer a payment plan as an option. Strata manager advised that the owner has been unwell.
- 2.4 **Lot 16 & 17 pigeon issue:** has not been attended to. Strata manager to advise owners to have this attended to and to obtain advice from the City of Mandurah on how this issue can be dealt with.

- 2.5 Coco Bay Association Inc:** advised that the intentions for lot 25 was to fence the area and have it as a grassed area for their members to use. It is unlikely that they will progress this and are looking at alternatives, possibly seeking to use or purchase CP Lot 26 and sell lot 25.
- 2.6 Relocation of Western Power Street Light:** despite earlier advice, Western Power has now advised that a formal application needs to be lodged by the owner, fees and wait times apply. It was the opinion of the meeting that if the owners wish to proceed the strata company would be in support of their application. No further action to be taken unless the owners approach the strata company to assist.
- 2.7 Gutter cleaning:** gutter cleaning has been arranged and owners have been advised to confirm if they wish to partake or not. Some owners have declined, strata manager to advise the Council of Owners which lots have declined.

3. GENERAL BUSINESS

- 3.1 Sale of CP Lot 26:** the strata manager tabled the correspondence from Mr S White strata consultant and gave a verbal summary of the conversation she had with the planning department of the city of Mandurah. It appears that the sale of CP lot 26 is possible but the City of Mandurah is going back to see if open space requirements were a condition of the development and if so how much open space was required.

Whilst sale of the CP Lot 26 to Coco Bay Association as an access path appeared to be the preferred option, leasing of the area was also discussed. Strata manager to obtain quotes to survey & subdivide and a quote for a leasing contract.

- 3.2 Lots 10, 11 & 12:** it was queried if the rear boundary fence has encroached into CP Lot 26. Strata Manager to have this reviewed and advise accordingly. It is the intention of the owner to sell these as soon as they are completed. It is anticipated that parking will become an issue as these properties have been developed as multi-generational living.
- 3.3 Strata property:** it is believed that a whipper snipper was purchased from strata company funds and needs to be either used by the current gardener or returned to the strata company.

- 4. NEXT MEETING – COO** meeting schedule end September 2024
AGM meeting schedule end November 2024

5. CLOSE OF MEETING.

There being no further business the meeting was closed at 11:39 am.

Signed: _____ Date: ____/____/20__

Chairperson
Council of Owners of Osprey
Survey-Strata Scheme 47300

**THE OWNERS OF OSPREY
SURVEY-STRATA SCHEME 47300**

MINUTES OF COUNCIL MEETING

Minutes of the Council meeting held on Tuesday 21 November 2023 in the office of First Class Strata Services Falcon commencing at 11:15 am.

Present: Mr L Mortimer, Mrs W Bentley & Mrs S Lockyer

Apologies: Nil

PRELIMINARY MATTERS

1.1 Quorum: The strata manager advised that there was a quorum present and the meeting was properly constituted and could proceed to the consideration of business and declared the meeting open at 11:15 am.

1.2 Present by invitation: Ms T Hough strata manager was present by invitation

1. ELECTION OF OFFICE BEARERS

2.1 Call for nominations Chairperson

Nomination was received from Mr L Mortimer, there being no further nominations Mr L Mortimer was elected unopposed.

2.2 Call for nominations Secretary

Nomination was received from Mrs S Lockyer, there being no further nominations Mrs S Lockyer was elected unopposed.

2.3 Call for nominations Treasurer

Nomination was received from Mrs S Lockyer, there being no further nominations Mrs S Lockyer was elected unopposed.

2.4 Delegation of duties – Secretary & Treasurer to Strata Manager

It was resolved that the duties of Secretary & Treasurer be delegated to the Strata Manager.

3. MATTERS AS REFERED BY AGM 2022 & OTHER BUSINESS

- 11.1 **Rubbish bins:** owners keeping bins at the front of their property remains and issue. Strata manager to send reminders to all owners to store their rubbish bins either within their garages or in such a manner that they are not visible from the street.
- 11.2 **Lot 20:** placed screening material on CP lot 26 fence which was approved as a temporary measure, it is now in a state of disrepair. Strata manager to have gardener remove it.
- 11.3 **Paving in front of units:** lots 5, 8 & 9 have had the paving repairs completed lot 6 did not agree to proceed with the quote provided.
- 11.4 **Lot 16 & 17 pigeon issue:** pigeons are nesting in the rain head of the downpipe and creating a health issue and general mess. Strata manager to advise owners to have this attended to and to obtain advice from the City of Mandurah on how this issue can be dealt with.
- 11.5 **Coco Bay Association Inc:** advised that the intentions for lot 25 was to fence the area and have it as a grassed area for their members to use.
- 11.6 **Relocation of Western Power Street Light:** despite earlier advice, Western Power has now advised that a formal application needs to be lodged by the owner, fees and wait times apply. It was the opinion of the meeting that if the owners wish to proceed the strata company would be in support of their application.
- 11.7 **Gutter cleaning:** the quality of the gutter cleaning was questioned as grass can be seen growing in some gutters. Preference be given to vacuum cleaning of the gutters next time, it maybe possible to have any solar panels cleaned at the same time.

4. NEXT MEETING – TBA

5. CLOSE OF MEETING.

There being no further business the meeting was closed at 11:30 pm.

Signed: _____ Date: ____/____/20__

Chairperson

Council of Owners of Osprey

Survey-Strata Scheme 47300



Attachment 6

Mannat Holdings Pty Ltd
55 McLarty Road
PINJARRA WA 6208

deepakarora147@gmail.com

Invoice

ABN: 46247326841
Date: 14/02/2025

LEVY NOTICE

Notice is hereby given by the proprietors of Strata Plan 47300 pursuant to Section 100 of the Strata Titles Act 1985 (as amended 2018), that the following contributions are due.

RE: Lot 12, Osprey SP 47300

6Watercres 3 Watercress Lane FALCON WA 6210

Details	Admin Due	Reserve Due	Paid	Interest Paid	Interest Due	Due Date	Total Due
Contribution Schedule - Quarterly Admin Levy (01/03/25 - 31/05/25)	\$110.37	\$0.00	\$0.00	\$0.00	\$0.00	01/03/2025	\$110.37
-							
-							
-							
-							
-							
No GST has been charged.							\$110.37

Please make your payment into the Strata Company account using the payment methods listed below. Section 100(4)(b) of the Strata Titles Act 1985 provides for interest to be charged on unpaid levies and the Strata Titles (General) Regulations 2019 prescribe the rate to be charged at 11.00% p.a.



Ways to pay



CARD OR DIRECT DEBIT

DEFT Reference Number
220394316 1024056

Visit deft.com.au to pay by card or direct debit. Payments may attract a surcharge.



BPAY

Bill Code: 96503
Ref: 220394316 1024056

Mobile & Internet Banking - BPAY
Make this payment from your preferred bank account.



POST BILLPAY



*496 220394316 1024056

Pay in-store at Australia Post by eftpos or cheque.
Cheques payable to The Owners of Osprey SP47300