

GST WITHHOLDING ANNEXURE

(Pursuant to the Tax Administration Act 1953)

Property:

Proposed Lot on SSP 81207, 530 Carnelian Avenue, Australind WA 6233

insert address

Clauses 1 to 3 will determine whether clauses 4 to 11 apply to this Contract

1. (a) Is this Contract concerning the taxable supply of new residential premises or potential residential land as defined in the GST Act?
 YES NO
 (b) If NO is ticked or no box is ticked (in which case the answer is deemed to be NO) then the rest of this Annexure does not apply to this Contract.
 (c) If YES is ticked, then go to clause 2.
2. (a) Is this Contract concerning the sale of new residential premises that are commercial residential premises as defined in the GST Act or that are only new residential premises due to substantial renovations?
 YES NO
 (b) If YES is ticked, then the rest of this Annexure does not apply to this Contract.
 (c) If NO is ticked or no box is ticked (in which case the answer is deemed to be NO) then go to clause 3.
3. (a) Is this Contract for the sale of potential residential land and either is the Buyer registered for GST and acquiring the Land for a creditable purpose, or does the land contain a building that is used for commercial purposes?
 YES NO
 (b) If YES is ticked, then the rest of this Annexure does not apply to this Contract.
 (c) If NO is ticked or no box is ticked (in which case the answer is deemed to be NO), then clauses 4 to 11 apply to this Contract.

If, by virtue of clause 1, 2 or 3, the rest of this Annexure does not apply to this Contract, the Seller gives notice that the Buyer is not required to make a payment under section 14-250 of the Taxation Administration Act 1953 (Cth). Otherwise, clauses 4 to 11 set out the GST withholding regime.

4. The Seller gives notice that the Buyer is required to make a payment under section 14-250 of the *Taxation Administration Act 1953* (Cth) (**GST Withholding Law**) in relation to the sale of the Property and details of the payment are set out in clause 6.
5. The Seller gives notice to the Buyer that the Seller's details (or details for the entity liable for GST) are set out below:

	Seller - Supplier 1	Seller - Supplier 2
(1) Name of Seller (or entity liable for GST - eg GST group member responsible):	Fastbet Investments Pty Ltd	
(2) ABN:	49 124 463 770	
(3) Address:	PO Box 3329 East Perth WA 6892	
(4) Phone Number:	(08) 9225 6991	
(5) Proportion of withholding amount:	1/11th	

If there are several suppliers who comprise the Seller, insert details for each supplier (or the relevant GST group member) and the proportion of the withholding amount applicable to each supplier.

If there are more than 2 suppliers who comprise the Seller (or the relevant GST group member) please attach an additional page with details for each additional supplier.

6. The Seller gives notice that: (**delete one, if there is no deletion then (b) is deemed to apply*)
 (a) the Margin Scheme applies to this Contract and the Buyer must, pursuant to the GST Withholding Law withhold and pay to the Commissioner, the amount equal to 7% of the Purchase Price being \$ N/A at Settlement; or.

GST WITHHOLDING ANNEXURE

- (b) the Margin Scheme does not apply to this Contract and the Buyer must, pursuant to the GST Withholding Law, withhold and pay to the Commissioner the amount equal to one eleventh (1/11th) of the Purchase Price being \$ _____ at Settlement,
(the relevant amount being the GST Withholding Amount) and the Buyer is not required to pay that part of the Purchase Price equal to the GST Withholding Amount to the Seller at Settlement.
7. (a) The Seller may direct the Buyer to, or the Buyer may elect to, satisfy the Buyer's obligation under clause 6, by providing to the Seller at Settlement, a bank cheque payable to the Commissioner for the GST Withholding Amount.
- (b) The Buyer must, before Settlement, provide the Seller with the Commissioner's payment reference number and the lodgement reference number 2.
8. The Buyer must comply with the Buyer's obligations under the GST Withholding Law to lodge a notice with the Commissioner in the form approved under the GST Withholding Law:
- (a) as soon as practicable after the Contract Date, notifying the Commissioner of the transaction under this Contract and the GST Withholding Amount;
and
- (b) on the day on which Settlement occurs, notifying the Commissioner that Settlement has occurred.
9. If the Purchase Price is payable by instalments then, despite clause 6, the Buyer must pay the GST Withholding Amount on the date of the payment of the first instalment (excluding the Deposit) instead of at Settlement.
10. If the Buyer does not provide to the Seller at Settlement a bank cheque payable to the Commissioner under clause 7(a), the Buyer is treated as having given an irrevocable authority and direction to the Buyer Representative to pay the GST Withholding Amount to the Commissioner immediately following Settlement.
11. The Seller must promptly provide to the Buyer all information reasonably requested by the Buyer to enable the Buyer to comply with the Buyer's obligations under clause 8.

Seller

Buyer

ANNEXURE A – SPECIAL CONDITIONS

These are the Special Conditions referred to in and that form part of the Contract for Sale of Land by Offer and Acceptance

Dated: / / made between the following persons concerning the following property (“**Contract**”):

BUYER: _____

SELLER: _____

PROPERTY: Proposed Lot _____ on Survey Strata Plan 81207, Treendale Riverside Private Estate

1 DEFINITIONS AND INTERPRETATION

In these Special Conditions, unless the context requires otherwise:

- (a) clause 26 of the 2022 General Conditions shall apply to the interpretation as if a reference to ‘document’ was a reference to these Special Conditions;
- (b) a word defined in the 2022 General Conditions shall have the meaning given to that term;
- (c) headings are for convenience of reference only and do not affect interpretation;
- (d) “**2022 General Conditions**” means the Joint Form of General Conditions for the Sale of Land 2022 Revision;
- (e) “**Contract**” means the Contract referred to above, including these Special Conditions and the 2022 General Conditions;
- (f) “**Latest Date**” means 24 months after the Contract Date;
- (g) “**Seller’s Restrictive Covenants**” means a Restrictive Covenant, substantially in the form of that comprising Annexure B of the Contract, that the Seller intends imposing on and registering against the Property for the purpose of maintaining and enhancing the standards and visual amenity of the Subdivision;
- (h) “**Special Conditions**” means the special conditions comprising this Annexure A of the Contract; and
- (i) “**Subdivision**” means the subdivision that the Seller intends undertaking in which the Property will be created as a separate Lot.
- (j) “**BAL**” means the Bush fire Attack Level Rating for the Property (if any).

2 CONDITIONS

2.1 Subdivision approvals

Should any Authority grant approval for the Subdivision subject to any condition, or should any other issue arise, that:

- (a) makes the Subdivision or creation and/or sale of the Property unviable, in the sole but reasonable opinion of the Seller; or
 - (b) the Seller is unwilling, in its absolute discretion, to comply with,
- the Seller may at anytime thereafter, by notice in writing, terminate the Contract.

2.2 Issue of Certificate of Title

- (a) The Contract is subject to and conditional upon a separate Certificate of Title being issuing for the Property on or before the Latest Date. Should a separate Certificate of Title not issue on or before the Latest Date, either Party may, by notice in writing to the other, terminate the Contract.
- (b) Should the Seller, acting reasonably, form the opinion that a separate Certificate of Title will not be issued by Landgate for the Property on or before the Latest Date, the Seller may by notice in writing to the Buyer terminate the Contract.

2.3 Statutory Obligation

Should at any time after the Contract date the Subdivision or sale of the Property become the subject of any condition or obligation imposed by any government or statutory body, including but not limited to any requisition, repair order, garnishee or the like (whether imposed on the Seller, Buyer or any other person) that the Seller is or unwilling or unable (in it’s absolute discretion) to comply with, the Seller may at any time following the imposition of such requisition, repair order, garnishee or the like, terminate this Contract by notice in writing to the Buyer.

2.4 Repayment of Deposit

If the Contract is terminated by the Seller pursuant to this special condition 2, the Deposit shall be refunded to the Buyer in full.

3 ACKNOWLEDGMENTS

3.1 General acknowledgements

The Buyer acknowledges and agrees that:

- (a) he/she has read and understood the Contract including all annexures, schedules and appendices;
- (b) he/she has sought independent legal advice with respect to his/her individual rights and obligations pursuant to the Contract or has had the opportunity to do so and chosen not to on the basis that he/she has fully understood and comprehended those rights and obligations;

Buyer’s Initials _____

- (c) the Seller is at liberty to assign all or any of its rights under the Contract at any time without the need for consent from the Buyer;
- (d) the Seller provides no representation or warranty that the location of any survey pegs is correct and is under no obligation to maintain any survey pegs; and
- (e) all materials provided to the Buyer by the Seller or its agents (including advertising, sales brochures and plans) have been prepared and provided in good faith and are believed to be, and taken as, correct. No error, omission or mis-description of the Property will void or annul the sale of the Property or give rise to any claim or right of action against the Seller.

3.2 Subdivision acknowledgments

The Buyer acknowledges and agrees that:

- (a) he/she is are purchasing Land that is part of a Subdivision that is yet to receive final approval from all Authorities and be the subject of a final survey. The Property is sold subject to the area and dimensions of the Property being determined by final survey in accordance with the Subdivision Plan to be registered at Landgate by the Seller;
- (b) as part of the approval process conditions may be imposed on the Subdivision, which may affect the Property, such as the requirement for easements, restrictive covenants, Title Notifications or Memorials. These may be for varying matters, such as building dimensions and appearance, the location of and access to services and utilities (including drainage, sewerage, water, electricity or gas); restrictions on ground water usage; requirements for water conservation devices; environmental conservation; specified area rating, possible future road widening; and hazards and factors affecting the area that the Property is located and the permitted uses (present or future) within this area (including but not limited to noise, odours and mosquitoes breeding areas);
- (c) the Property may contain or utilise shared services/infrastructure such as drainage pits. Those properties utilising any shared services/infrastructure shall have unfettered access to these services/infrastructure.
- (d) the property is or may in the future be the subject of a BAL. Such rating may impose obligations concerning matters such as bush fire readiness, setbacks and/or standard of construction of improvements on the Property (AS 3959 — 2009 Construction of Buildings in Bushfire Prone Areas being the current relevant Australian Standard). Annexure comprises a schedule of the anticipated BAL for the Property and those other lots forming part of the Subdivision. Such information is provided as a guide only. The Buyer shall make its own enquiries concerning any BAL effecting or likely to effect the Property and how this may impact on the construction of any improvements on the Property (including construction cost). The Buyer acknowledges that the Purchase Price is stated having taken into consideration the actual or likely BAL for the Property.
- (e) following final approval and survey, the Property may vary in respect of:
 - (i) its lot or street number/name;
 - (ii) its boundaries (including location and angle) and accordingly its dimensions, size and area;
 - (iii) its ground level (height, gradient or otherwise);
 - (iv) the provision or position of any retaining walls;
 - (v) the provision or location of any services, utilities or the like to or affecting the Property;
 - (vi) its BAL (if any) and/or
 - (vii) its Encumbrances;
- (f) at the time of the issue of a separate Certificate of Title for the Property the construction of the land as a separate Lot or completion of the Subdivision may not be completed in its entirety and all relevant services and utilities may not be complete or connected (including but not limited to electrical power, water supply and wastewater services). Where physical construction of the land as a separate Lot or completion of the Subdivision has not been fully completed at the time of issue of a separate Certificate of Title, Settlement must still occur and shall not be delayed;
- (g) at the Contract Date some engineering detail in respect of the Property may be unknown. It is possible that an Authority will require part of the Property for a light pole easement, padmount site or easement for the provision of services or utilities;
- (h) soil classification relating to the Property may affect the extent and costs of site works and footings for residence to be constructed on the Land. The Buyer is deemed to have made its own enquiries with the Local Authority and its builder (if any) to ascertain whether there may be additional costs involved in construction of a residence or other improvement on the Property due to soil classification;
- (i) if there is any delay in obtaining a separate Certificate of Title for the Property or completing construction of the land as a separate Lot or completing the Subdivision, the Seller will not be responsible to compensate the Buyer for any additional costs or expenses of whatsoever nature (including but not limited to any price increases pursuant to any building contract entered into by the Buyer) which the Buyer alleges is caused, whether directly or indirectly, by any such delay in obtaining the separate Certificate of Title; and
- (j) it is the intention of the Seller, although it is under no obligation, to register the Seller's Restrictive Covenants over all or part of the Subdivision to maintain and enhance the standard and visual amenity of the Subdivision.

The Buyer may not delay Settlement, terminate the Contract, attempt to delay payment or reduce the Purchase Price, seek any compensation, issue any requisition or make any objection to any of the matters referred to in this clause 3.2.

4 ENCUMBRANCES

The Property is sold to the Buyer subject to any and all of the following (each of which is a Specified Encumbrance):

- (a) any matter recorded on the certificate of title for the Land at the Contract Date that is not a mortgage or caveat. This includes but not limited to any easement, right, reservation or other condition affecting any part of the Property, or any Memorial, restrictive covenants or Title Restrictions that is:
 - (i) at the Contract Date, registered on the certificate of title for the land which is to be subdivided to create the Property; or
 - (ii) registered against the Property on or before Settlement (including but not limited to any that relates to a matter referred to in clauses 3.2(b), 3.2(c), 3.2(f) and 3.2(g));
- (b) claims, demands, conditions (including building conditions) and restrictions imposed or made by any Authority;
- (c) maintenance of public open space levy or other statutory levy imposed on the Property; and
- (d) terms and conditions imposed by the Contract, including these Special Conditions.

5 VARIATIONS TO SUBDIVISION

5.1 Staging

The Buyer acknowledges and agrees that the Subdivision and release of the resulting lots may occur in one or more stages, separately or concurrently, in the Seller's absolute discretion. The Seller makes no representations as to whether any stage will be undertaken and if undertaken the timing and final number and size of lots. The Seller retains absolute control over determining the timing and make up of any stage of the Subdivision.

5.2 Variations

The Seller may make any change to the Subdivision, including but not limited to the dimensions of the Property:

- (a) where arising from any condition imposed by an Authority;
- (b) in accordance with any recommendation of the Seller's planners, surveyors, environmental consultants, engineers or the like and, in the Seller's reasonable opinion, not materially adversely affecting the Buyer's reasonable use and enjoyment of the Property;
- (c) due to matters that arise which the Seller could not have reasonably foreseen; or
- (d) where the Seller in good faith believes the changes will enhance the Subdivision.

6 CLAIMS FOR ENCUMBERANCES OR VARIATIONS

6.1 Limitation on objections

The Buyer shall make no objection, requisition or claim for compensation nor have any right to terminate the Contract or attempt to delay settlement by virtue of any matter referred to in clauses 3, 4 or 5, provided that such matters have not resulted in a reduction of the size of the Property (as compared to that shown in Annexure) by greater than three percent (3%) or materially prejudiced the reasonable use of the Property. Should the Property's size be reduced by greater than three percent (3%) or its reasonable use be materially prejudiced due to such matters, the Buyer may at anytime within thirty (30) days of becoming aware of the matter, by notice in writing, terminate the Contract.

6.2 Increase in Property size

Should the size of the Property (as compared to that shown in Annexure) be increased by greater than three percent (3%), the Seller may, by notice in writing to the Buyer, inform the Buyer of its intention to increase the Purchase Price by the same percentage that the Property's size has increased. The Buyer may within thirty (30) days of receiving such notice, by notice in writing, agree to or reject the increase in the Purchase Price. Should the Buyer fail to agree to the increase in the Purchase Price the Seller may, at anytime thereafter by notice in writing to the Buyer, terminate the Contract.

6.3 Notification

The Seller shall notify the Buyer, within a reasonable time of it becoming aware, of any matter referred to in clauses 3, 4 or 5 that is not disclosed in the Contract and will have a material adverse impact on the size or reasonable use of Property.

6.4 Settlement is waiver

Settlement constitutes a full waiver of any right, action or claim whatsoever that a Party may have due to any matter referred to in clauses 3, 4, 5 or 6.

7 CAVEAT

- (a) The Buyer must not, before the issue of a separate Certificate of Title for the Property, lodge any caveat against all or any part of the land comprising the Subdivision and to protect the Buyer's interest under the Contract. Should the Buyer lodge any such caveat, he/she irrevocably and unconditionally:
 - (i) appoints the Seller and each of its directors, agents and employees jointly and severally as his/her attorney to take all such actions and execute all such documents in the Buyer's name as the Seller, acting reasonably, deems necessary to withdraw and/or remove such caveat (including but not limited to lodging any applications or forms at Landgate);
 - (ii) indemnify the Seller and shall keep the Seller indemnified against all costs, expenses and/or damages that the Seller may suffer as a result of such caveat, the Seller taking any action to withdraw and/or remove the caveat and any delay the caveat may cause in the completion of the Subdivision and sale and settlement of the resulting lots;
 - (iii) ratify and confirm all things whatsoever done under this power of attorney; and
 - (iv) within fourteen (14) days of receiving a written demand from the Seller, execute a power of attorney in registrable form to give effect to this clause 7(a).

- (b) Any person, including Landgate, dealing with the attorney or a person purporting to be an attorney under clause 7(a), is entitled to rely on execution of any document by that person as conclusive evidence that:
- (i) the person holds the office set out in the power;
 - (ii) the power of attorney has come into effect;
 - (iii) the power of attorney has not been revoked; and
 - (iv) the right or power being exercised or purported to be exercised is properly exercised and that the circumstances have arisen to authorise the exercise of that right and power,
- and is not required to make any inquiries in respect of any of the above matters.
- (c) Nothing contained or implied in this clause prejudices, limits or otherwise affects the Seller's right to otherwise claim damages from the Buyer from any breach of this clause.

8 DEPOSIT

8.1 General

- (a) The risk of the Deposit and any interest that may accrue is that of the person who is ultimately entitled to those amounts. The Deposit Holder is not responsible for any loss on any investment of the Deposit pursuant to the Contract.
- (b) Clause 1.8 of the 2022 General Conditions shall not apply where the Seller is entitled to the Deposit due to a repudiation of the Contract by the Buyer and the procedure outlined in clause 1.2 of the 2018 General Conditions has been followed.
- (c) Should the Deposit be invested in an interest bearing trust account:
- (i) the Deposit Holder shall be entitled to a reasonable administration fee for administering such account. Such fee shall be deducted from any interest that may accrue on the Deposit;
 - (ii) the Deposit Holder shall be responsible for lodging any necessary taxation returns and paying any tax in relation to the Deposit and any interest that may accrue. The Parties irrevocably indemnify the Deposit Holder against any such tax and irrevocably authorise the Deposit Holder to deduct such amount from the Deposit, should the Parties fail to pay that amount to the Deposit Holder within a reasonable period after being requested in writing to do so; and
 - (iii) interest shall accrue for the benefit of the Buyer provided that:
 - A. the Buyer shall not be entitled to any interest during any period in which the Buyer is in default of the Contract or the Seller becomes a Deposit Claimant, with the Seller entitled to any interest during such periods;
 - B. the Seller shall be entitled to any and all interest that may have accrued should the Deposit be forfeited; and
 - C. the right of a Party to any interest is subject to clauses 8.1(c)(i) and 8.1(c)(ii).

8.2 Finance clause

Clause 1.7(c) of the finance clause of the Contract is deleted and replaced with the following:

"1.7(c) Upon termination, provided that the Buyer has:

- (1) complied with clause 1.1; and
 - (2) provided the Seller with a Non Approval Notice prior to such termination,
- the Deposit and any other monies paid by the Buyer must be repaid to the Buyer. In all other circumstances, upon termination the Deposit and any other monies paid by the Buyer will be forfeited to the Seller."

9 AMENDMENTS TO GENERAL CONDITIONS

- (a) Clauses 3.10(c), 4.2, 9.1(a)(4), 9.1(a)(5), 9.1(c), 9.1(f), 13, 14.5, 15, 18 and 24.7 of the 2022 General Conditions do not apply to the Contract.
- (b) Should there be any inconsistency between these Special Conditions and the 2022 General Conditions, these Special Conditions will prevail to the extent of the inconsistency.

10 NO REPRESENTATIONS OR WARRANTIES

- (a) The Seller makes no representations and gives no warranties regarding the Property or Subdivision including any applicable BAL, other than those that are an express term of the Contract or imposed by statute, mandatory and cannot be excluded by agreement of the Parties.
- (b) The Buyer must make and rely on his/her own inquiries concerning the Property and all conditions relating to the Property including any applicable BAL. The Buyer has or is taken to have entered into the Contract in sole reliance of these inquiries and not upon any alleged statement, warranty, condition, or representation whatsoever made to or alleged to have been made to the Buyer by the Seller or any agent of the Seller.

11 FOREIGN INVESTMENT REVIEW BOARD APPROVAL

11.1 FIRB Condition

If the Buyer is a foreign person as defined in the Foreign Acquisitions and Takeovers Act 1975 (Cth):

- (a) the sale and purchase of the Property pursuant to this Contract is conditional on the Buyer obtaining approval from the Foreign Investment Review Board to purchase the Property pursuant to this Contract, by no later than 30 days from the Contract Date (**FIRB Deadline**);

- (b) the Buyer will use its best endeavours to obtain the approval referred to in Special Condition 11.1(a) as soon as possible after the Contract Date;
- (c) the Buyer will keep the Seller reasonably informed as to the status of its application for approval; and
- (d) the Buyer will notify the Seller as to whether or not the Buyer has obtained the approval referred to in Special Condition 11.1(a) as soon as the Buyer becomes aware of this.

11.2 Non-approval

If the condition referred to in Special Condition 11.1(a) is not satisfied by the FIRB Deadline:

- (a) this Contract will automatically terminate without any requirement for notice;
- (b) the Deposit must be returned to the Buyer; and
- (c) neither party will have any further rights or obligations under this Contract, except for any rights or obligations:
 - (i) arising out of a breach of this Contract before the date of termination pursuant to Special Condition 11.2(a); or
 - (ii) which are expressed or implied to survive termination.

12 ASSIGNMENT OR NOVATION

- (a) The Buyer agrees and acknowledges that the Seller is permitted to assign or novate its rights under the Contract to a third party, including any mortgagee of the Property, without the prior written consent of the Buyer.
- (b) Where the Seller assigns or novates all or any part of the Contract to a third party ("Assignee"):
 - (i) the Buyer agrees to complete, execute or lodge any documents (including, but not limited to, Landgate documents) reasonably required to effect the assignment or novation;
 - (ii) the Buyer shall complete the Contract with the Assignee as if that person was the person named in the Contract as the Seller;
 - (iii) the Buyer acknowledges and agrees that the Assignee shall have all rights and powers of the Seller under the Contract.
- (c) The Buyer agrees and acknowledges that no assignment or novation by the Seller to a third party in any way relieves the Buyer from the performance of any of its obligations under the Contract.
- (d) If the Buyer fails to complete, execute or lodge any documents reasonably required to effect the assignment or novation of the Contract from the Seller to a third party, the Buyer irrevocably appoints the Seller and its nominee as its attorney and proxy to execute or lodge such documents.

13 SETTLEMENT

- (a) The Settlement Date shall be that stated in the Offer and Acceptance or, where none is mentioned in the Offer and Acceptance, the date that is fourteen (14) days after the later of:
 - (i) the Contact Date;
 - (ii) the satisfaction of waiver of the Finance Condition, if such condition is noted as applicable to the Contract; or,
 - (iii) where a separate Certificate of Title has not issued for the Property before the Contract Date, the date on which the Seller notifies the Buyer that a separate Certificate of Title has issued for the Property.
- (b) The Buyer shall deliver the Transfer to the Sellers Settlement Agent, duly executed, no less than seven (7) days prior to the Settlement Date.

14 FENCES

- (a) The Buyer acknowledges that any dividing fences erected by the Seller on the Property may not be on the boundaries of the Property and that the Buyer shall have no claim or right of action against the Seller should they not be.
- (b) The Buyer shall not make any claim against the Seller pursuant to the Dividing Fences Act 1961.

15 SIGNAGE

Except with the Seller's prior written consent, which may be withheld in its absolute discretion, no sign hoarding or advertising of any description shall be erected or displayed on the Property other than professional signage of dimensions not exceeding 500mm high by 500mm wide which advertises:

- (a) the sale or lease of a fully completed dwelling constructed on the Property; or
- (b) a business operating from the Property.

The Seller may, without notice, remove any sign hoarding or advertising that breaches this clause 15.

16 MISCELLANEOUS

16.1 Agency Warranty

If the Buyer enters into this Contract as an agent or trustee the Buyer enters into and is bound by this Contract both personally and in its capacity as agent or trustee.

16.2 GST

The Purchase Price is inclusive of GST.

16.3 Release of information and Privacy Act

The Buyer acknowledges and agrees that the Seller and its agents may from time to time release details of the Buyer's name, address, details of any finance approval and the terms of the Contract to any person (including but not limited to any mortgagee of the Seller) who, in the reasonable opinion of the Seller or its agent, has a bona fide and reasonable cause to make such enquiry of the Seller or its agent.

16.4 Adjustment date for Outgoings

The Seller must pay each Outgoing payable up to and including the earlier of:

- (a) the Possession Date;
- (b) the Settlement Date; and
- (c) Settlement.

16.5 Adjustments where Outgoings not yet issued

If a separate assessment of any Outgoing has not been issued for the Property before the Settlement Date, then the Seller's Settlement Agent will prior to the Settlement Date notify the Buyer (via his/her settlement agent, if any) of a reasonable estimate of the proper proportion of that Outgoing payable by the Buyer and the Buyer will pay this amount to the Seller's Settlement Agent to be held by them in their trust account until an actual assessment of the Outgoing has been received whereupon the Seller's Settlement Agent will apportion the Outgoing and deduct from their trust account the Buyer's proportion. If after the apportionment there is any balance due to the Buyer then the Parties irrevocably direct the Seller's Settlement Agent to pay that balance to the Buyer as soon as is practicable. If after the apportionment there is any shortfall in the amount due by the Buyer then the Buyer shall pay that amount to the Seller within fourteen (14) days of receiving a written demand to do so.

16.6 Removal of Charges

- (a) The Buyer acknowledges and agrees that the Seller is not required to provide at Settlement any release of any fixed and floating charge attaching to the Property.
- (b) The Seller undertakes to remove any fixed and floating charge attaching to the Property as soon as reasonably possible following Settlement.

16.7 Referral arrangements

The Seller may have referral arrangements with various persons including registered builders. Should the Buyer have been referred to the Seller by any such person, the Buyer acknowledges that a fee may be payable by the Seller to the referee and consents to such fee being paid.

16.8 Termination

Should the Contract be terminated pursuant to clauses 2, 6.1 or 6.2, the Deposit shall be promptly refunded to the Buyer in full following which neither Party shall have any claim or right of action against the other for the termination or in any way associated with the Contract.

16.9 Severability

If any part of the Contract can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any part of the Contract is illegal, unenforceable or invalid, that part is to be treated as removed from the Contract, but the rest of the Contract is not affected.

16.10 Waiver

The failure, delay, relaxation or indulgence on the part of any Party in exercising any power or right conferred upon that Party by the Contract does not operate as a waiver of that power or right, nor does any single exercise of any power or right preclude any other or further exercise of it or the exercise of any other power or right under the Contract.

SIGNED BY:

BUYER _____ Date / /

Witness  _____ Date / /

BUYER _____ Date / /

Witness _____ Date / /

SELLER _____ Date / /

Witness _____ Date / /



Schedule of Unit Entitlements

Strata Titles Act 1985

Section 37, Schedule 2A cl. 21T(1)(d) & Schedule 2A cl. 31E(1)(c)

Scheme Number: 81207

Scheme Name: Lot 530 Carnelian Avenue, Australind

Lot Number	Lot Type ¹	Unit Entitlement	Lot Number	Lot Type ¹	Unit Entitlement
1	Vacant Land	55	12	Vacant Land	50
2	Vacant Land	60	13	Vacant Land	50
3	Vacant Land	60	14	Vacant Land	50
4	Vacant Land	60	15	Vacant Land	50
5	Vacant Land	50	16	Vacant Land	60
6	Vacant Land	65	17	Vacant Land	60
7	Vacant Land	70			
8	Vacant Land	60			
9	Vacant Land	70			
10	Vacant Land	80			
11	Vacant Land	50			

Sum of the unit entitlements of all lots in the strata titles scheme: 1,000

CERTIFICATE OF LICENSED VALUER

I, Graeme John MacEwan, being a Licensed Valuer, licensed under the *Land Valuers Licensing Act 1978* certify that the proportion that the unit entitlement of a lot as stated in the Schedule of Unit Entitlements above bears to the sum of the unit entitlements of all lots in the strata titles scheme is not greater than 5% more or 5% less than the proportion that the value (as that term is defined in section 37(3) of the *Strata Titles Act 1985*) of that lot bears to the sum of the value of all the lots in the strata titles scheme.

If applicable:

I have determined that in the Schedule of Unit Entitlements above there is / is not² a significant variation of the kind described in Regulation 49(1)(a) to the proposed Schedule of Unit Entitlements in the agreed stage of subdivision in staged subdivision by-laws number(s) _____ registered on _____.

29/04/2024

Date

eccb4577-e8d9-4bca-a314-86bc0b30f434
2020.07.10 12:40:15
+08'00'

Licensed Valuer Signature

¹ Select Residential/Commercial/Industrial/Vacant Land/Other.

² Select one.

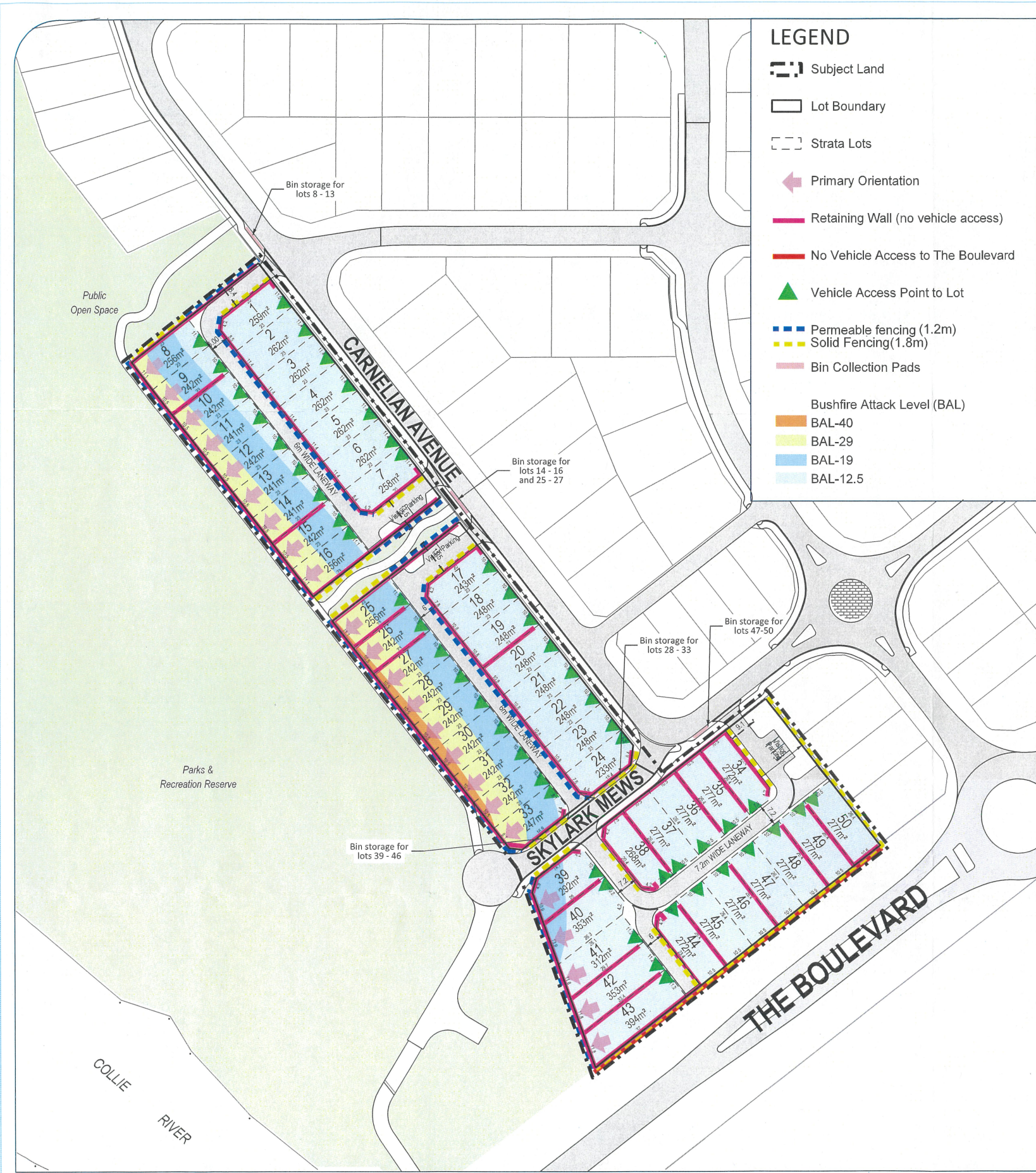


The Owners of 126 Carnelian Avenue, Australind
 Survey-Strata Plan 81207

Proposed schedule of Levies based upon Unit Entitlement - please note that values quoted are estimates only, and subject to change.

Lot No.	Unit Entitlement	Annual Admin Levy	Annual Reserve Levy	Total Annual Levy
1	55	\$ 673.75	\$ 22.00	\$ 695.75
2	60	\$ 735.00	\$ 24.00	\$ 759.00
3	60	\$ 735.00	\$ 24.00	\$ 759.00
4	60	\$ 735.00	\$ 24.00	\$ 759.00
5	50	\$ 612.50	\$ 20.00	\$ 632.50
6	65	\$ 796.25	\$ 26.00	\$ 822.25
7	70	\$ 857.50	\$ 28.00	\$ 885.50
8	60	\$ 735.00	\$ 24.00	\$ 759.00
9	70	\$ 857.50	\$ 28.00	\$ 885.50
10	80	\$ 980.00	\$ 32.00	\$ 1,012.00
11	50	\$ 612.50	\$ 20.00	\$ 632.50
12	50	\$ 612.50	\$ 20.00	\$ 632.50
13	50	\$ 612.50	\$ 20.00	\$ 632.50
14	50	\$ 612.50	\$ 20.00	\$ 632.50
15	50	\$ 612.50	\$ 20.00	\$ 632.50
16	60	\$ 735.00	\$ 24.00	\$ 759.00
17	60	\$ 735.00	\$ 24.00	\$ 759.00
Total	1000	\$ 12,250.00	\$ 400.00	\$ 12,650.00

INCORPORATED ANNEXURE C - LOCAL DEVELOPMENT PLAN



LEGEND

- Subject Land
- Lot Boundary
- Strata Lots
- Primary Orientation
- Retaining Wall (no vehicle access)
- No Vehicle Access to The Boulevard
- Vehicle Access Point to Lot
- Permeable fencing (1.2m)
- Solid Fencing (1.8m)
- Bin Collection Pads
- Bushfire Attack Level (BAL)**
- BAL-40
- BAL-29
- BAL-19
- BAL-12.5

Application of Local Development Plan

This Local Development Plan (LDP) applies to Strata development on lots 530, 531 and 532, Carnelian Avenue, Treendale South as shown in the plan.

Residential Design Code

The Residential Design Coding for the subject lots as per the adopted Treendale South Structure Plan is 'R40'. All lots to be developed in accordance with R40 standards, unless otherwise identified on the LDP.

Orientation and Design Elements

Foreshore Lots

1. For those lots directly abutting the foreshore, the design of the dwellings shall include habitable rooms, outdoor living areas and courtyards orientated in the direction of the foreshore area as per the 'Orientation of Dwelling' (arrow) shown on the LDP.
2. Verandas, pergolas, patios and the like on the primary orientation shall be constructed in materials to complement the dwelling.

General

3. All garages are to be orientated towards the internal road or local street.
4. For lots facing Carnelian Avenue, a double garage is permitted to a maximum width of 6m as viewed from the street subject to:
 - Garage setback a minimum of 0.5m behind the building alignment
 - A major opening to a habitable room directly facing the primary street
 - An entry feature consisting of a porch or veranda with a minimum depth of 1.2m; and
 - No vehicular crossover wider than 4.5m where it meets the street

Incidental Development

5. Enclosed, non-habitable structures such as storage sheds are only permitted if clad in complimentary finishes to the dwelling, unless screened from public view.
6. All clothes drying and storage areas are to be screened from public view from the primary street.

Setbacks

7. Development setbacks to lot boundaries as per the Residential Design Codes and approved BMP. Boundary walls to both side boundaries permitted subject to no maximum length to one side, 2/3 maximum length to second side boundary for wall height 3.5m or less.

Fencing

8. Solid side fencing is not to exceed 1.8m in height and be consistent in material and colour.
9. Fencing facing the foreshore reserve and public accessways shall be uniform, permeable and not exceeding 1.2m, to allow passive surveillance of the adjoining foreshore.
10. The fencing associated with the Foreshore Reserve and Public Accessway may not be modified without the approval of the Shire of Harvey.

Building Height and Standards

11. Any building shall not exceed 3 storeys.
12. Construction of Building as per AS3959 Construction of Building in Bush Fire Prone Areas, consistent with the approved Bushfire Management Plan (Version B dated December 2016).

Bushfire Attack Levels

13. Bushfire Attack Level (BAL) construction standards for dwellings and any outbuilding located within 6m of the dwelling are to comply with a BAL assessment prepared by a suitably qualified persons.
14. BALs are identified in the plan. Where multiple BAL ratings apply to a dwelling site, the highest BAL rating is to be applied to the whole of the dwelling, except where shielding provisions under Australian Standard AS3959 apply. More information on BALs can be found in the Bushfire Management Plan (Version B dated December 2016).

Landscaping

15. Landscaping is to be maintained as low threat vegetation/ low fuel zones as defined in AS3959.

Approval

This LDP has been approved by the Shire of Harvey under Schedule 2, Part 6, Clause 52(1) of the Planning and Development (Local Planning Schemes) Regulations 2015.

[Signature]

Signature

20/8/20

Date

LOCAL DEVELOPMENT PLAN
Lots 530, 531 and 532, Carnelian Avenue, Treendale South

Plan No. | 22275-02
 Date | 19.08.2020
 Drawn | KS
 Checked |
 Revision | C

BUNBURY OFFICE:
 21 Spencer Street,
 BUNBURY WA 6230
 T: 08 9792 6000
 E: bunbury@harleydykstra.com.au
 W: www.harleydykstra.com.au

ALBANY | BUNBURY | BUSSETTON | FORRESTDALE | PERTH

NO © This plan has been prepared for planning purposes. Areas, Contents and Dimensions shown are subject to survey.

Harley Dykstra
 PLANNING & SURVEY SOLUTIONS

INCORPORATED ANNEXURE D - SURVEY STRATA PLAN

VER.	AMENDMENT	AUTHORISED BY	DATE

SURVEY-STRATA PLAN 81207 SHEET 1 OF 1 SHEETS	
TENURE TYPE	FREEHOLD
PLAN OF	LOT 530 ON DP 417764
CERTIFICATE OF TITLE	2991-41
LOCAL GOVERNMENT	SHIRE OF HARVEY
FIELD RECORD	XXXXXX
NAME OF SCHEME	126 CARNELIAN AVENUE - AUSTRALIND
ADDRESS OF PARCEL	126 CARNELIAN AVENUE AUSTRALIND WA 6233
SCHEME BY-LAWS	YES NO
SURVEY CERTIFICATE - Regulation 54 I, S.D. HAWKINS hereby certify that this plan is accurate and is a correct representation of the - (a) "survey; and/or (b) "calculations from measurements recorded in the field records. I declare if inapplicable) that the contents of this plan and that it complies with the relevant written law(s) in relation to which it is lodged.	
LICENSED SURVEYOR	DATE
EXAMINED	
PLANNING APPROVAL	DATE
W.A.P.C.	
REFERENCE	4.70-18
Delegated under S.16 P&D Act 2005	DATE
IN ORDER FOR DEALINGS	
SUBJECT TO	
FOR REGISTRAR OF TITLES	DATE
PLAN APPROVED	
INSPECTOR OF PLANS AND SURVEYS	DATE
(S. 18 Licensed Surveyors Act. 1909)	
REGISTERED	
APPLICATION	
DATE	REGISTRAR OF TITLES
SEAL	
GOVERNMENT OF WESTERN AUSTRALIA	

NOTE: COMMON PROPERTY LOT CP18 IS KNOWN AS 'KAOLIN LANE' FOR PROPERTY STREET ADDRESS PURPOSES ONLY, AND IS NOT A PUBLIC ROAD

ENLARGEMENT AT 1:100 NOT TO SCALE



SCALE (@A2) 1 : 400
ALL DISTANCES ARE IN METRES

Thompson
surveying consultants
6/18 Casuarina Drive,
Bunbury
PO Box 1719
BUNBURY WA 6231
Ph (08) 9721 4000
PLB 12 FEB 2021
DWG188272SSP eMail info@thompsonsurveying.com.au

INTERESTS AND NOTIFICATIONS

SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN	LAND BURDENED/ SERVIENT LOTS	BENEFIT TO/ DOMINANT LOTS	COMMENTS
(G)	RESTRICTIVE COVENANT	SEC 129A OF THE T.L.A.	DOC	STRATA LOT CP18	ELECTRICITY NETWORKS CORPORATION	FIRE SEPARATION ZONE
(E) 10 (F)	COVENANT	SEC 50 OF THE P. & D. ACT	DP 417764	STRATA LOTS 10-17 & CP18	SHIRE OF HARVEY	NO ROAD VEHICULAR ACCESS TO AND FROM THE BOULEVARD
(K)	NOTIFICATION	SEC 10A OF THE T.L.A.	DOC	STRATA LOT CP18		WESTERN POWER; NOISE COMPLIANCE

SURVEY CARRIED OUT UNDER REGULATION 26A SPECIAL SURVEY AREA GUIDELINES

HELD BY LANDGATE IN DIGITAL FORMAT ONLY





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.

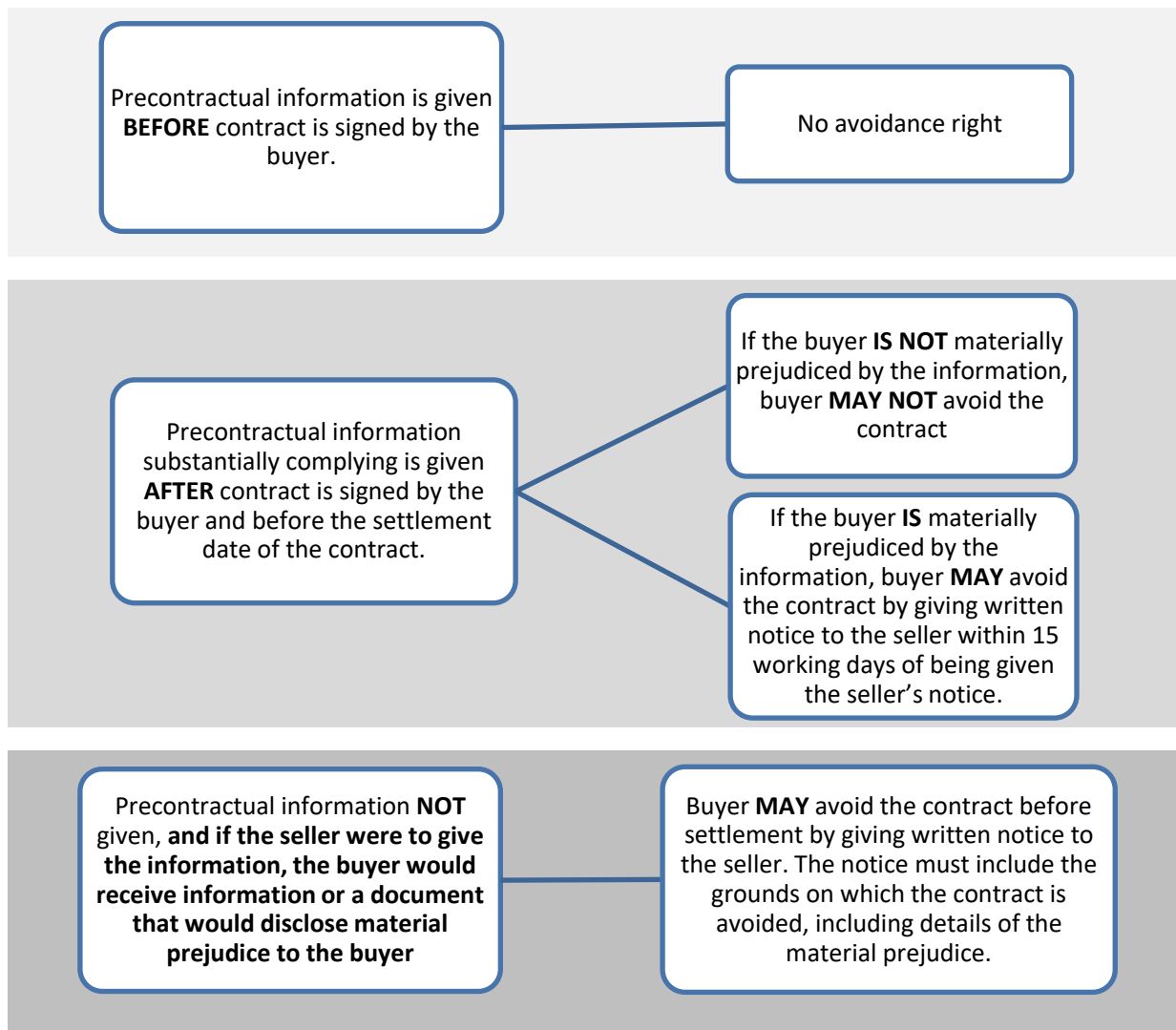
A buyer may consider seeking more information about the lot, the strata company and the strata / survey-strata scheme by asking the seller to provide it, or by making an application to the strata company for more information under section 107 of the Act.

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

Buyer’s avoidance rights

Avoidance rights 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:

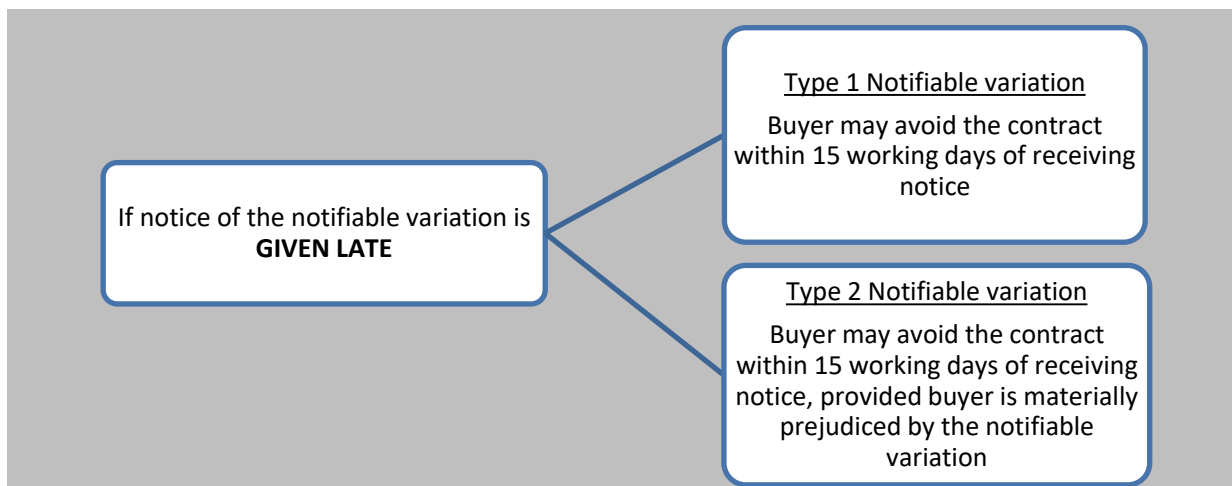
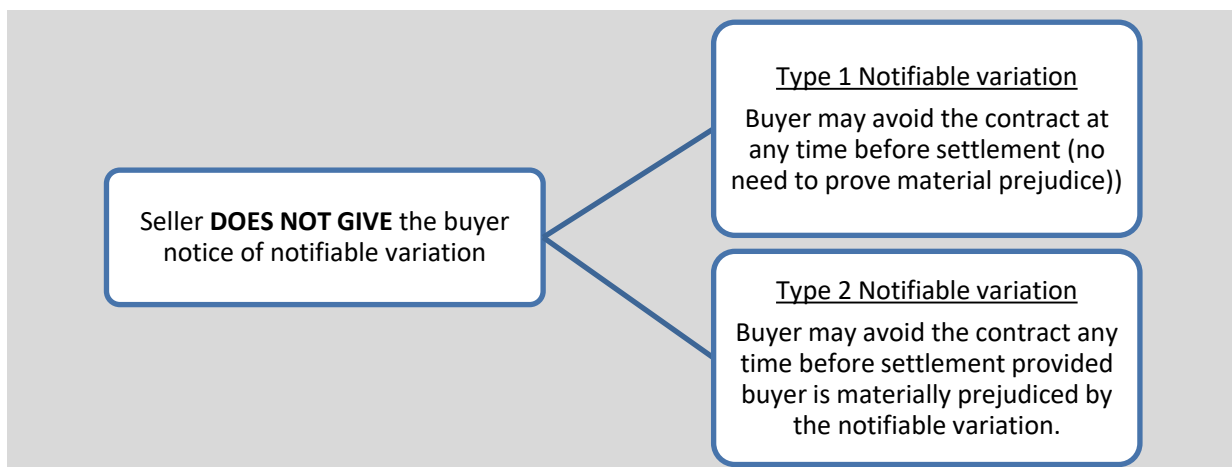
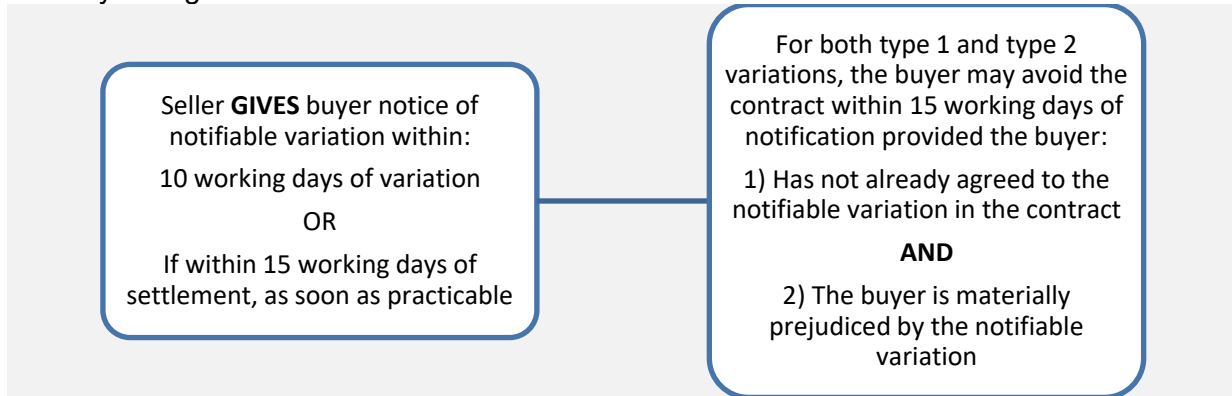
Type 1 Notifiable Variation	Type 2 Notifiable Variation
<ul style="list-style-type: none"> • The area or size of the lot/proposed lot is reduced by 5% or more from the area or size notified to the buyer before the buyer entered into the contract. • The proportion that the unit entitlement, or a reasonable 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 the settlement date of the contract for the sale and purchase of a 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 the settlement date by no more than 15 working days after the latest date that the seller complies with the relevant disclosure requirement.

Disputes 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 **Fastbet Investments Pty Ltd (ACN 124 463 770)**

Address **PO Box 3329 East Perth WA 6892**

Telephone/mobile **08 9225 6991**

Email **admin2@guccegrouop.com.au**

Name _____

Address _____

Telephone/mobile _____

Email _____

Scheme Information

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

Scheme Details

Scheme name

Lot 530 Carnelian Avenue, Australind

Name of the strata company

Custom Strata

Address for service of the strata company (taken from scheme notice)

PO Box 103 Woodvale WA 6026

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).

Att.

Att.

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

A copy of the scheme by-laws

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

Att.

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.

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)

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: **First Meeting not yet held.**

Statement of accounts (choose one option)

The statement of accounts last prepared by the strata company

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: **Budget only prepared for first year.**

Termination proposal

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

If yes, attach a copy.



Lot information (choose all that apply)

Att.

- This lot is on a registered scheme plan
- This lot has not yet been created
- This lot is a leasehold strata expiring on ____/____/____
(being the expiry day of the scheme set out in the scheme notice)

Street address of the lot (if known)

Lot _____ on scheme plan no. **81207**
(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 (\$)	<u>OR</u>	Estimated (\$) 12 months after the proposed settlement date
Administrative fund:	_____		_____
Reserve fund:	_____		_____
Other levy (attach details)	_____		_____

Att.

Actual Estimated total contribution for the lot \$ _____

Payable annually bi-annually quarterly other: _____

Due dates	_____ on 30/06/2024	_____ on 30/06/2024
	_____ on 31/12/2024	_____ on 31/12/2024

Strata levy/contributions/other debts owing

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

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

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

Additional comments: _____



Scheme developer specific information

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

Att.

The scheme developer is defined as:

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

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

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

Statement of estimated income and expenditure

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

Att.

Additional comments: _____

Agreements for amenity or service

Are there any current or proposed contracts for the provision of any amenity or service to the proposed strata company/strata company or members of the strata company entered into or arranged by the scheme developer?

no yes

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

Additional comments: _____

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

Are there any current or proposed leases, licences, right of exclusive use and enjoyment, restricted right of use and enjoyment, or special privilege over common property?

no yes

If yes, attach details including terms and conditions.

Additional comments: _____

Section 79 Disclosure of remuneration and other benefits

Has the scheme developer and/or their associate received or reasonably expects to receive remuneration or other benefit?

no yes

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

no yes

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

Additional comments: _____



Acknowledgement by seller and buyer

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

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

Both the Part A and Part B disclosures can be provided electronically if the buyer has consented to this.

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

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

Signature _____

Name **Tina Bazzo – Sole Director, Fastbet Investments Pty Ltd**

Date / /

Signature _____

Name _____

Date / /

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

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

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

Signature _____

Name _____

Date / /

Signature _____

Name _____

Date / /

¹ Select one.

INCORPORATED ANNEXURE F



Approved Form 2020-43867
Effective for use from: 15/07/2020

SB

Scheme By-laws – New Scheme

Strata Titles Act 1985

Part 4 Division 4

Scheme Number: **81207**

I / **We**¹ the owner(s)² **Fastbet Investments Pty Ltd** of land the subject of the plan described as³ **Lot 530 on Survey-Strata Plan 81207** apply to the Registrar of Titles to have the scheme by-laws as set out below registered with **my** / **our**¹ Application to Register Strata Titles Scheme in respect of the above land.

Part 1 – Consolidated by-laws

In this part provide the full text of the scheme by-laws classified as governance or conduct and with the relevant by-law number.

Governance By-Laws

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.

2. Deleted by Strata Titles Amendment Act 2018

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

¹ Select one.

² Insert the name(s) of the owners of land the subject of the plan.

³ Insert the description of parcel, e.g. Lot 1 on Deposited Plan 12345.



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.

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.

(5) deleted by Amendment Act.

(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.

(7) deleted by Amendment Act.



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

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

- (a) if the member dies or ceases to be an owner or co-owner of a lot; or
- (b) on receipt by the strata company of a written notice of the member's resignation from the office of member; or
- (c) at the conclusion of an annual general meeting of the strata company at which an election of members of the council takes place and at which the member is not elected or re-elected; or
- (d) in a case where the member is a member of the council by reason of there being not more than 3 owners of lots in the scheme, on an election of members of the council (as a result of there being an increase in the number of owners to more than 3) at which the member is not elected; or
- (e) if the member is removed from office under sub-by-law (8); or
- (f) if the Tribunal orders that the member's appointment is revoked and the member is removed from office.

(10) The remaining members of the council may appoint a person eligible for election to the council to fill a vacancy in the office of a member of the council, other than a vacancy arising under sub-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.

(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.

5. ELECTION OF COUNCIL AT GENERAL MEETING

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

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

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

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



- (a) in writing, and furnished to the chairperson at the meeting; or
- (b) orally by a nominee who is present at the meeting in person or by proxy.

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

- (a) if the number of candidates equals the number of members of the council determined in accordance with the requirements of by-law 4(3), must declare those candidates to be elected as members of the council;
- (b) if the number of candidates exceeds the number of members of the council as so determined, must direct that a ballot be held.

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

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

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

- (a) writing on the form the names of candidates, equal in number to the number of members of the council so that no name is repeated; and
- (b) indicating on the form the number of each lot in respect of which the person's vote is cast and whether the person so votes as owner or first mortgagee of each such lot or as proxy of the owner or first mortgagee; and
- (c) signing the ballot form; and
- (d) returning it to the chairperson.

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

(8) Subject to sub-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.

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-bylaw (1) holds office until the first of the following events happens —

- (a) the person ceases to be a member of the council under by-law 4(9);
- (b) receipt by the strata company of a written notice of the person's resignation from that office;
- (c) another person is appointed by the council to hold that office.

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

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

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.

8. MEETINGS OF COUNCIL

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

(2) The council may —

- (a) meet together for the conduct of business and adjourn and otherwise regulate its meetings as it thinks fit, but the council must meet when any member of the council gives to the other members not less than 7 days' notice of a meeting proposed by the member specifying in the notice the reason for calling the meeting; or
- (b) employ or engage, on behalf of the strata company, any person as it thinks is necessary to provide any goods, amenity or service to the strata company; or
- (c) subject to any restriction imposed or direction given at a general meeting of the strata company, delegate to 1 or more of its members such of its powers and duties as it thinks fit, and at any time revoke the delegation.

(3) A member of a council may appoint an owner of a lot, or an individual authorised under the Strata Titles Act 1985 section 136 by a corporation which is an 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-by-law (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.

9. POWERS AND DUTIES OF SECRETARY OF STRATA COMPANY

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

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

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.

11. FUTURE DEVELOPMENT

- a) Development or redevelopment on the survey-strata lots is to comply with a development approval issued by the local government.
- b) Amendment to or repeal of the above provision cannot be affected without the Western Australian Planning Commission's agreement.

12. COMMON SERVICES MAY BE PARTLY LOCATED ON A LOT

The original proprietor has where possible, located common services to a lot within CP 18. The proprietors acknowledge that some services including, pipes, wires cabling and ducts that carry water, sewer, electricity, gas, storm water and communications that are shared by all lots may be located partly within a lot. The proprietor of the lot will not object, remove or interfere with these services and will comply with section 62 of the Act and permit entry to its lot by the strata company or its agents to repair and maintain a service. A copy of the plan for all services will be retained in the strata company records.

13. BUILDING GUIDELINES

- (1) All dwellings on a lot must comply with the Local Development Plan. The proprietor of a lot shall not to construct, erect or install, or permit to be constructed, erected or installed on their lot any of the following:

Minimum Street Front Elevation

- (a) construct a dwelling with a street front elevation width of less than seventy-five percent (75%) of the street frontage width of the Lot.



External Finish

- (b) construct a dwelling with external wall materials not primarily made of stone, face brick or painted or coloured cement render;
- (c) construct a dwelling without incorporating either a portico, gable or feature wall into the street front elevation of the dwelling;
- (d) construct a dwelling unless each street facing facade is made up of at least two (2) different colours or textures with each such colour or texture (as applicable) making up at least ten percent (10%) of the total surface area of the relevant facade. For the purpose of this clause the term "facade" does not include the roof, gutters, downpipes, windows or doors;
- (e) construct a dwelling with roofing materials other than concrete or clay tiles or Colourbond sheeting (Zincalume is not permitted) and with a pitch of less than twenty-four degrees (24o);

Garage

- (f) construct a dwelling without a carport or garage capable of housing at least two (2) motor vehicles. Such garage shall not be constructed other than in a manner which complements the dwelling in respect to roof pitch, materials used, design, colour and external appearance;
- (g) construct a garage without a roller or tilt type door to shield vehicles parked in the garage from the street;
- (h) construct out buildings greater than 20m² and/or higher than 3m unless they are constructed from materials that complement the dwelling in appearance;

Driveways

- (i) construct a dwelling, unless a driveway and cross-over between the Carnelian Avenue and CP18 and the parking area on the Lot are constructed and completed at the same time as or prior to occupation of the dwelling. Any driveway or crossover constructed shall not be less than three metres (3m) wide and no greater than six metres (6m) wide or constructed from anything other than brick pavers, coloured concrete or similar;

Solar Heaters – Solar Panels, Air Conditioners and HWS

- (j) install solar panels and air conditioners on that part of a roof facing a street and CP18 and the solar panels and air conditioners shall not be painted (or consist of coloured materials) of any colours that do not match the roof colour;

Commercial Vehicles

- (k) park commercial vehicles including trucks, buses and tractors at the dwelling or on a verge abutting the dwelling unless screened from public view at all times or unless parked during the normal course of business by a visiting tradesman;

Repairs

- (l) repair, restore or maintain any motor vehicle, motor cycle, boat, trailer or any other vehicle unless carried out behind the building line and screened from public view at all times;

Fences

- (m) construct side boundary fencing using anything other than "River Sand" or similar coloured "Colourbond" fence panels or sheets with "Slate Grey" or similar coloured capping, posts and rails to a maximum height of one and eight tenths of a metre (1.8m) measured from the ground level up;
- (n) construct fencing between the dwelling and the side boundary of the Lot or forward of the dwelling along the side and front boundaries, that is visible from the street, from any materials other than the materials of the dwelling, which match the appearance of the dwelling;
- (o) complete construction of fencing to the dwelling any later than twenty-one (21) days from either the date of builder's handover or the date of occupation of the dwelling, whichever occurs first; or
- (p) construct a dwelling unless the area between the front building line and the kerb is reticulated and landscaped within sixty (60) days of occupancy.

- (2) The proprietor of a lot shall not:

- (a) alter or remove any retaining walls or fences which have been erected on any boundaries of



the lot by the original proprietor;

- (b) allow or permit any retaining walls or fences which have been erected on any boundaries of the lot by the original proprietor to fall into a state of disrepair, or repair or renew such retaining walls or fences except in the same style and colour as the existing retaining walls or fences;
- (c) alter the surface level of the lot adjoining any retaining walls or fences by elevating the level by more than 300 millimetres
- (d) except on rubbish collection day, store or leave rubbish bins in a position on their lot where it can be viewed from CP 18 or a public road. The rubbish bins must be stored in the garage or at the rear of the lot.

(3) within 30 days of commencement of construction of a dwelling, the proprietor shall install or cause to be installed, a water sub-meter in respect of their lot/dwelling.

14. STRATA COMPANY TO RECOVER LEGAL COSTS FOR DEBT COLLECTION OR BREACHES

(1) If the strata company expends money to make good damage caused by a breach of the Act or by-laws by any proprietor or his tenants, servants, agents, invitees or licensees, or incurs any other costs, expense or claim, the strata company shall be entitled to recover that amount (and the costs of recovery) from the person who was the proprietor of the lot at the time when the breach occurred, whether or not they were the person who caused such expense.

(2) Any monies expended by the strata company in the course of recovery actions shall be payable as if the monies were payable as part of the levies payable under section 100(1) or 100(2) of the Strata Titles Act 1985.

(3) The strata Company reserves the right to recover any outstanding levies, interest or amounts unpaid resulting from submetering consumption in a court of competent jurisdiction.

Conduct By-Laws

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.

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.

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.

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.

5. Deleted by Strata Titles Amendment Act 2018

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

16. STRATA COMPANY'S INSURANCE OBLIGATIONS

- (1) The strata company shall be responsible at all times and at its cost to -
 - (a) insure common property lot 18 ("CP 18") and all its fixtures and fittings for replacement value contained;
 - (b) insure CP 18 for public liability in accordance with the requirements of the Act.
- (2) The proprietor of a lot shall be responsible at its cost to insure the buildings contained within its lot for building replacement value and any other appropriate insurance cover.

17. DAMAGE TO CP 18 DURING BUILDING CONSTRUCTION

The proprietor of a lot or their appointed builder who is constructing a dwelling on their lot shall be responsible to ensure the fixtures and fittings, particularly the paving and drainage system located on CP 18, are not damaged during the construction of the building on their lot. If any damage occurs to CP 18 during the construction of the building on their lot, then it is the responsibility of that proprietor of the lot or their appointed builder to make good any damage to CP 18, with the onus being on the affected proprietor to prove the damage was not caused by them or their contractors.

18. SIGNAGE

- (1) The proprietor, occupier or other resident of a lot shall not erect or display, or cause to be erected or displayed on the lot or CP 18, any sign hoarding or advertisement other than:
 - (a) a sign erected by a builder of the residence in accordance with the Builders Registration Act 1939 during the period of construction of the residence or;
 - (b) a "FOR SALE" sign, which may only be erected or displayed after a period of two (2) years from the date of issue of the first Certificate of Title for the lot, or if a residence has been constructed on the land and is occupied.



(2) Nothing contained in this by-law shall restrict the right of the original proprietor for a period of forty eight months (48) months following the registration of the strata plan (which right is hereby expressly conferred) to display on any part of any lot or any part of the common property such signs as the original proprietor sees fit.

19. LOTS CANNOT BE USED FOR DISPLAY HOMES

The proprietor, occupier or other resident of a lot shall not use or allow to be used, any residence erected on the land for display purposes, unless the land has been sold to the purchaser by the vendor for that purpose.

20. VEHICLES PARKING ON COMMON PROPERTY

(1) The vehicle access ways comprising CP 18 must at all times be available for access and egress by pedestrians or motor vehicles.

(2) A proprietor, occupier, other resident of a lot shall not be permitted at any time to park a motor vehicle, trailer, camper van or boat and trailer either temporarily or permanently on any part of CP 18 or within the designated visitor's car parking bays.

(3) A proprietor, occupier, other resident of a lot shall not be permitted at any time to park or allow to be parked on a lot or CP 18 or within the designated visitor's car parking bay, any commercial vehicles (being vehicles which have an aggregate weight greater than 3.5 tonnes or a height greater than 2.0 metres), caravans, trailers, boats or any other mobile machinery ("vehicles") unless the vehicles are housed wholly in the garage.

(4) Visitors to a lot shall be permitted to park in the designated visitor's car parking bay for a maximum time of 8 hours in any 24 hour period. A proprietor, occupier, other resident of a lot shall not be permitted to park in the visitors parking bay at any time.

(5) In the event that clauses (2) and (3) of this by law is not complied with, then strata company may make application to the State Administrative Tribunal seeking remedy and enforcement.

21. VEHICLES ON COMMON PROPERTY ILLEGALLY PARKED MAY BE CLAMPED

The council of owners shall be permitted to subcontract their powers to enforce parking by-laws to a private company as determined by the council of owners. Any person found to be illegally parking on common property, including the visitors parking bays, will be subject to the penalties specified in the private company agreement including fines and wheel clamping and tow away.

22. VEHICLES WITHIN A LOT

A proprietor, occupier or other resident shall use the allocated carport or garage of their lot for vehicle parking and shall, other than minor repairs and maintenance to a vehicle, not be permitted to conduct major repairs or restorations of any motor vehicle, motorcycle, trailer or other type of vehicle or boat upon any portion of their lot or CP 18. Unlicensed vehicles or car wrecks are not permitted on the parcel.

23. NOISY VEHICLES NOT PERMITTED WITHIN THE STRATA SCHEME

To ensure reasonable peace and enjoyment for all occupiers, a proprietor, occupier or other resident shall not be permitted to park a motor vehicle or motor cycle within the parcel boundaries whose exhaust noise emissions does not comply with noise decibel limits imposed by the Road Traffic (Vehicle Standards) Rules 2002 - Reg 144.



24. SPEED LIMITS OF MOTOR VEHICLES WITHIN THE SCHEME

No motor vehicle will exceed a speed limit of ten (10) kilometres per hour while traveling within the parcel and it shall be the responsibility of all registered proprietors, occupiers and tenants to ensure this by-law is adhered to by all motor vehicles entering the scheme. In the event that this by law is not complied with, then strata company may make application to the State Administrative Tribunal to seek remedy and enforcement.

25. COMMON PROPERTY TO BE USED FOR PEDESTRIAN AND VEHICLE ACCESS

Proprietors, occupiers or other residents are not permitted to use skateboards, foot propelled scooters, any type of skates, BMX bicycles, bounce or use any type of ball on any part of CP 18 that is likely to interrupt occupiers, peaceful enjoyment or cause a hazard or distraction to persons using CP 18.



Part 2 – By-laws of Significance

I / We⁴ acknowledge that the following Governance by-laws need consent from a party other than the strata company if they are to be amended or repealed. For more information about who these parties are, refer to the *Strata Titles Act 1985* and the *Strata Titles (General) Regulations 2019*:

By-law number(s)

Staged subdivision by-laws⁵:

By-law under planning (scheme by-laws) condition⁶:

Exclusive use by-laws⁷:

Western Australian Planning Commission (WAPC) approval number (if applicable)⁸:

Leasehold by-laws⁹:

⁴ Select one.

⁵ Refer *Strata Titles Act 1985* section 42.

⁶ Refer *Strata Titles Act 1985* section 22.

⁷ Refer *Strata Titles Act 1985* section 43.

⁸ Refer *Strata Titles Act 1985* section 20.

⁹ Refer *Strata Titles Act 1985* section 40.



Part 3 – Accompanying documents

- Consent Statement – Designated Interest¹⁰ Holders for making / amendment / repeal of staged subdivision by-laws**
- Consent of the Owner of the Leasehold Scheme¹¹ to leasehold by-laws or staged subdivision by-laws**
- Written consent of owner of each lot granted exclusive use (owners of special lots)**
- Approval of WAPC to making of leasehold by-law providing for postponement of the expiry day for the scheme**

Part 4 – Execution

Date of Execution: _____

(To be signed by each Applicant)

Signed for and on behalf of Fastbet Investments Pty Ltd (ACN 124 463 770) by authority of its directors in accordance with s127(1) of the Corporations Act 2001.

 Signature
 Tina Michelle Bazzo

Sole Director & Secretary

Signature

Full Name

In the presence of:

In the presence of:

Witness Signature

Witness Signature

Full Name

Full Name

Address

Address

Occupation

Occupation

¹⁰ Refer to section 3(1) of the Act for the meaning of designated interest.

¹¹ Owner of the leasehold scheme has the meaning in section 3(1) of the Act.



OFFICE USE ONLY

SB Scheme By-laws – New Scheme

Lodged by:¹² _____

Address: _____

Phone Number: _____

Fax Number: _____

Reference Number: _____

Issuing Box Number: _____

Instruct if any documents are to issue to other than Lodging Party

Prepared by: **Fastbet Investments Pty Ltd**

Address: **48 Wickham Street, East Perth**

Phone Number: **08 9225 6991**

Fax Number: **08 9225 6993**

Reference Number: **Treendale Stage 5 Strata 81207**

Titles, Leases, Evidence, Declarations etc. lodged herewith

1. _____
2. _____
3. _____
4. _____
5. _____

OFFICE USE ONLY

Landgate Officer

Number of Items Received: _____

Landgate Officer Initial: _____

¹² Lodging Party Name may differ from Applicant Name.



SN

Scheme Notice

Strata Titles Act 1985
Section 29

Scheme Number: **81207**

Certificate of Title Volume/Folio Number: **2991/41**

Scheme Name: **Lot 530 Carnelian Avenue, Australind**

Address for Service of the Strata Company: **PO Box A158 Australind WA 6233**

Email address for Strata Company¹: **info@customstrata.com.au**

Is this a Leasehold Scheme? Yes / No

Leasehold Scheme Term²: _____ year(s) / _____ month(s) / _____ day(s)
commencing on registration of the scheme.

¹ Optional.

² Not required unless this is a Leasehold Scheme and must be stated in years, months and days.



EXECUTION³

Date of Execution: _____

[\[Insert corporation clause here, if applicable\]](#)

Signature of Owner⁴
Tina Michelle Bazzo – Sole Director
Full Name

Signature of Owner⁴

Full Name

In the presence of:

In the presence of:

Witness Signature

Full Name

Address

Occupation

Witness Signature

Full Name

Address

Occupation

³ See Land Titles Policy & Procedure Guide “SIG-01 Signing of Documents” (and associated guides) in relation to execution requirements.

⁴ To be signed by owner of the land described in the above-mentioned Certificate of Title.



OFFICE USE ONLY

SN Scheme Notice

Lodged by:⁵ **TBA**

Address: _____

Phone Number: _____

Fax Number: _____

Reference Number: _____

Issuing Box Number: _____

Instruct if any documents are to issue to other than Lodging Party

Prepared by: **Fastbet Investments Pty Ltd**

Address: **PO Box 3329 East Perth 6892**

Phone Number: **08 9225 6991**

Fax Number: **08 9225 6993**

Reference Number: **Treendale Stage 5 Lot 530 Strata**

Titles, Leases, Evidence, Declarations etc. lodged herewith

1. _____
2. _____
3. _____
4. _____
5. _____

OFFICE USE ONLY

Landgate Officer

Number of Items Received: _____

Landgate Officer Initial: _____

⁵ Lodging Party Name may differ from Applicant Name.

INCORPORATED ANNEXURE H



ANTICIPATED BAL RATING

LOT 530

LOT	STAGE	TYPE	BAL
1	Lot 530	STRATA	12.5 - Refer to LDP Annexure C
2	Lot 530	STRATA	12.5 - Refer to LDP Annexure C
3	Lot 530	STRATA	12.5 - Refer to LDP Annexure C
4	Lot 530	STRATA	12.5 - Refer to LDP Annexure C
5	Lot 530	STRATA	12.5 - Refer to LDP Annexure C
6	Lot 530	STRATA	12.5 - Refer to LDP Annexure C
7	Lot 530	STRATA	12.5 - Refer to LDP Annexure C
8	Lot 530	STRATA	12.5 - Refer to LDP Annexure C
9	Lot 530	STRATA	12.5 - Refer to LDP Annexure C
10	Lot 530	STRATA	12.5 - Refer to LDP Annexure C
11	Lot 530	STRATA	12.5 - Refer to LDP Annexure C
12	Lot 530	STRATA	12.5 - Refer to LDP Annexure C
13	Lot 530	STRATA	12.5 - Refer to LDP Annexure C
14	Lot 530	STRATA	12.5 - Refer to LDP Annexure C
15	Lot 530	STRATA	12.5 - Refer to LDP Annexure C
16	Lot 530	STRATA	12.5 - Refer to LDP Annexure C
17	Lot 530	STRATA	12.5 - Refer to LDP Annexure C

INCORPORATED ANNEXURE I



The buyer acknowledges that a notification will be placed on the title that states: *“this lot is in close proximity to known mosquito breeding areas. The predominant mosquito species is known to carry Ross River Virus and other diseases”.*

BUYER SIGNATURE: _____ DATED: _____

BUYER SIGNATURE: _____ DATED: _____

SELLER SIGNATURE: _____ DATED: _____

Sub-metering application

Development Services



Our Guide on Sub-metering arrangements provides further information and can be found at:

watercorporation.com.au/home/builders-and-developers/building/new-water-services/water-supply-services

Water Corporation office use only			
Account Number:			
File number:			
BuilderNet ID:			
Your details			
Company name:		Contact name:	
Address:			
Phone/mobile:			
Email address:			
Owners details			
Owners name:			
Address:			
Phone/mobile:			
Property details			
Lot number(s):		House number(s):	
			Number of floors:
Street name:		Suburb:	
Property description:			
Number of units:		Unit numbers where meters are to be installed	
Building completion date (Supply & install only):			
Water Corporation to supply and install Sub-meters? <i>Complete the questions on the following page</i>			Yes <input type="checkbox"/> No <input type="checkbox"/>
Water Corporation to replace existing private Sub-meters? <i>(For pre-existing developments only). Complete the questions on the following page</i>			Yes <input type="checkbox"/> No <input type="checkbox"/>

Prior to submitting your application, please complete the attached checklist.
For Sub-meter layout requirements please refer to the Sub-meter arrangement diagram.

Conditions

I acknowledge that if the Sub-meter is unable to be installed at the first attempt, a new application shall be submitted which will incur the appropriate fees.

I have read and acknowledge and agree that the approval of this application and provision of a service will be subject to the [Standard terms and conditions](#).

Print Name: _____ Signature: _____

Date: ____/____/____

Sub-metering application

Development Services



Please complete all questions and attach evidence where required		YES	NO
1	Is the property strata titled? <i>If the property is for commercial units they must be strata titled.</i>	<input type="checkbox"/>	<input type="checkbox"/>
2	Is this development a newly created Stata scheme? <i>If yes, please skip question 3. If no, please answer the below question.</i>	<input type="checkbox"/>	<input type="checkbox"/>
3	Is the Building completed? <i>Only apply for the Sub-meter when the building is completed.</i>	<input type="checkbox"/>	<input type="checkbox"/>
4	Are all Sub-meters located at ground floor level? <i>We are unable to replace Sub-meters that aren't located at ground floor level.</i>	<input type="checkbox"/>	<input type="checkbox"/>
5	Are the Sub-meters 150mm above finished ground level? <i>If no, Customer to rectify. Sub-meters must be a minimum of 100mm and a maximum of 150mm above finished ground level (see Sub-meter arrangement diagram).</i>	<input type="checkbox"/>	<input type="checkbox"/>
6	Are any Sub-meters below finished ground level and NOT in Water Corporation approved meter box? <i>If yes, you will need to house the Sub-meter in a Water Corporation approved meter box.</i>	<input type="checkbox"/>	<input type="checkbox"/>
7	Is there a gap of 300mm between internal pipework? <i>If not customer to rectify. A gap of approximately 300mm is required to accommodate the Sub-meter and two 80mm tails.</i>	<input type="checkbox"/>	<input type="checkbox"/>
8	Is Earthing wire attached to the meter assembly? <i>If yes, Customer has to arrange for a qualified electrician to rectify.</i>	<input type="checkbox"/>	<input type="checkbox"/>
9	Are any Sub-meters positioned behind locked gates or fence? <i>If yes, please complete the below question. Please note sub-meters cannot be located at the rear of properties where access through property is required.</i>	<input type="checkbox"/>	<input type="checkbox"/>
10	If any Sub-meters are positioned behind locked gates or fence, has a WAS Lock been fitted and allows 24 hours access to sub meters? <i>If no, Customer to fit a WAS Lock.</i>	<input type="checkbox"/>	<input type="checkbox"/>
11	Is the vertical pipework connecting the Sub-meter encased with brick paving or hard standing? <i>If yes, Customer to rectify.</i>	<input type="checkbox"/>	<input type="checkbox"/>
12	Are there any hazards or obstructions around any Sub-meters e.g. bushes, trees, retaining walls etc. <i>If yes please ensure that this has been rectified and there is 300mm clearance all round. (See Sub-meter arrangement diagram).</i>	<input type="checkbox"/>	<input type="checkbox"/>
13	Is the vertical pipework the correct material, e.g. fittings to be copper, brass or stainless steel. <i>If not then Customer to replace. Please refer to Sub-meter arrangement diagram)</i>	<input type="checkbox"/>	<input type="checkbox"/>
14	A plan is attached indicating each unit and location of the Sub-meter. <i>Failure to provide this information will result in your application being returned without being processed.</i>	<input type="checkbox"/>	<input type="checkbox"/>
15	Evidence of the pipework required to connect the Sub-meter is attached. <i>Please attach a photo to demonstrate the pipework is in place and ready for the Sub-meter to be installed. Failure to provide this information will result in your application being returned without being processed.</i>	<input type="checkbox"/>	<input type="checkbox"/>

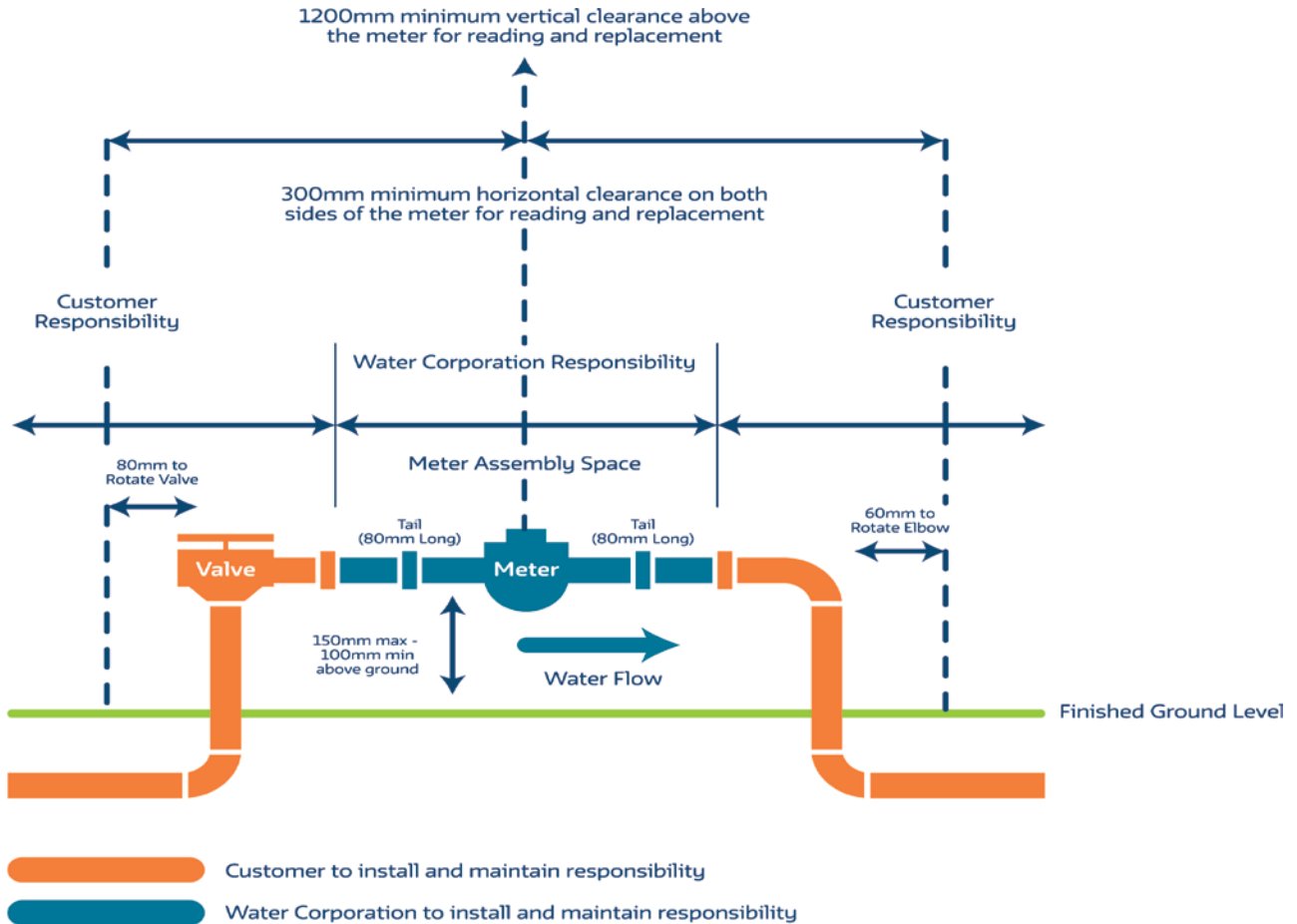
For enquiries about completing this application, email us at Building.Services@watercorporation.com.au or call **13 13 95**

Sub-metering application

Development Services

Sub-meter arrangement diagram

The below diagram shows the internal plumbing arrangement that is required to be in place in order for the Corporation to install the Sub-meter and tails.



NOTE:

- The Corporation is only responsible for the tails and meter.
- As a safety requirement, bridging cable (earthing strap) must be able to be attached onto the vertical copper pipe on both ends of the meter assembly.
- No branch or fittings are to be connected within one metre (1,000mm) from valve.
- Vertical pipework needs to be spaced to fit a standard meter and two 80mm long tails.
- Vertical pipework is not to be set in concrete, brick paving, bitumen etc, as some flexibility in the pipework is required for meter replacement.
- Water Corporation personnel must have access to meter assembly at all times.
- PVC and/or MDPE (plastic) fittings or pipe, if used, must be at least 225mm below ground level.

The clearances shown are required to facilitate meter reading and/or replacement when required. This is a requirement under *Water Services Regulations 2013*.

Sub-metering application

Development Services

Installing meters below ground level in a box

Only one meter box and two covers have been approved by Water Corporation. The covers are **not compliant** if they are installed without the approved meter box. Details of these approved products and suppliers are:

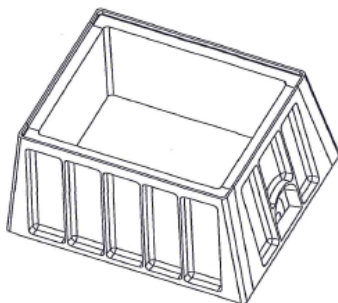
- METER BOX - Meter Box MMR 21099, Water Meter/Valve Service Chamber, GRP Plastic Underbox
- METER BOX COVER OPTION 1 - MMR 22230 Plastic Meter Box Cover

SUPPLIER - Stockbrands Co Pty Ltd, 53 Edward St, Osborne Park, WA 6017

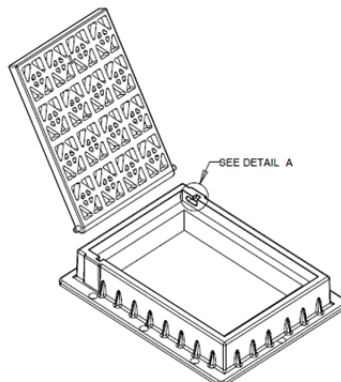
- METER BOX COVER OPTION 2 - MMR 2024 Cast Iron Hinged Meter Box Cover

SUPPLIER - Galvin Engineering Pty Ltd 410 Victoria Rd, Malaga, WA 6090

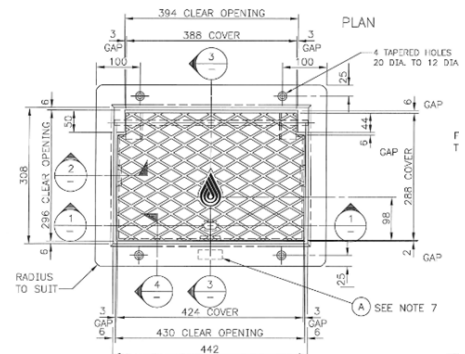
MMR 21099



MMR 22230



MMR 2024



To see more detail regarding meter boxes and covers - including dimensions - please refer to our Standard Meter Box Information Sheet or visit our website: watercorporation.com.au/home/builders-and-developers/building/new-water-services/meter-box-installation

Submit your request via the one of the following methods:

Online: Go to www.watercorporation.com.au/buildernet

By Email: building.services@watercorporation.com.au

By Post: Water Corporation Building Services, PO Box 100 Leederville, WA 6902