

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



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NOTICE: Contracts must be lodged with the Office of State Revenue for duty assessment within two (2) months of the date the last person executes the Contract
WARNING - If the Buyer is not an Australian Citizen or Permanent Resident or a New Zealand Citizen then FIRB approval (and a special condition to this Contract) may be required and additional Duty will be payable. Any non Australian resident will need to give the ATO notice of their purchase within 30 days after settlement.
WARNING - A Withholding Amount **may** apply to this Contract (see 2022 General Condition 3.7).
WARNING - If GST is relevant to this transaction then the relevant GST provision should be outlined in the Special Conditions or in an attached GST Annexure, which forms part of this Contract.

TO:

Address

Suburb State Postcode

As Agent for the Seller / ~~Buyer~~

THE BUYER

Name

Address

Suburb State Postcode

Name

Address

Suburb State Postcode

EMAIL: The Buyer consents to Notices being served at:

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

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

SCHEDULE

The **Property** at:

Address

Suburb State Postcode

Lot ~~Deposited/Survey/Strata/Diagram~~ Plan Whole / ~~Part~~ Vol Folio

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

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

Purchase Price

Settlement Date

Property Chattels including

GST WITHHOLDING

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

FINANCE CLAUSE IS APPLICABLE	FINANCE CLAUSE IS NOT APPLICABLE
LENDER/ <input type="text"/>	Signature of the Buyer if Finance Clause IS NOT applicable <input type="text"/> <input type="text"/>
MORTGAGE BROKER (NB: If blank, can be any) <input type="text"/>	
LATEST TIME: 4pm on: <input type="text"/>	
AMOUNT OF LOAN: <input type="text"/>	
SIGNATURE OF BUYER <input type="text"/>	

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

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CONDITIONS

1. SUBJECT TO FINANCE

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

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

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

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

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

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

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

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

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

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

1.4 Finance Approval: Approval Notice Given

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

- (a) Finance Approval has been obtained; or
(b) an Approval Notice has been given to the Seller or Seller Agent;
- then this Clause 1 is satisfied and this Contract is in full force and effect.

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

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

1.6 Buyer Must Keep Seller Informed: Evidence

(a) If requested in writing by the Seller or Seller Agent the Buyer must:

- (1) advise the Seller or Seller Agent of the progress of the Finance Application; and
- (2) provide evidence in writing of:
 - (i) the making of a Finance Application in accordance with Clause 1.1 (a) and of any loan offer made, or any rejection; and/or
 - (ii) in the case of any Finance Application made to a Mortgage Broker, any "preliminary assessment" of the suitability of the proposed credit contract provided to the Buyer by the Mortgage Broker pursuant to section 116 of the Credit Protection Act; and
- (3) if applicable, advise the Seller or Seller Agent of the reasons for the Buyer not accepting any loan offer.

(b) If the Buyer does not comply with the request within 2 Business Days then the Buyer authorises the Seller or Seller Agent to obtain from the Lender and/or Mortgage Broker the information referred to in Clause 1.6(a).

1.7 Right To Terminate

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

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

1.8 Waiver

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

1.9 Definitions

In this Clause:

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

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

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

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

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

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

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

Latest Time means:

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

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

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

Non Approval Notice means:

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

2. Acceptance of an offer by one Party to the other Party will be sufficiently communicated by the accepting Party to the other Party if verbal or written notification is given by the accepting Party or their Representative or Real Estate Agent that the accepting Party has signed the Contract.
3. The 2022 General Conditions together with the Annexure of Changes to the 2022 General Conditions Caused by changes to the transfer of Land Act 1893 are incorporated into this Contract so far as they are not varied by or inconsistent with the Conditions or Special Conditions of this Contract.
4. The parties consent to the information in this Contract being used/disclosed by REIWA and the Seller Agent in accordance with the privacy collection notices pursuant to the Australian Privacy Principles that appear on the REIWA and Seller Agent's websites.

SPECIAL CONDITIONS

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

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SPECIAL CONDITIONS - Continued

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

Signature		Date		Signature		Date	
Signature		Date		Signature		Date	

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

Name	Hossein Mohammadi				
Address	95 Toorak Road				
Suburb	Rivervale	State	WA	Postcode	6103
Name	Mina Yousefi				
Address	95 Toorak Road				
Suburb	Rivervale	State	WA	Postcode	6103

EMAIL: The Seller consents to Notices being served at:

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

Signature		Date		Signature		Date	
Signature		Date		Signature		Date	

RECEIPT OF DOCUMENTS
The Buyer acknowledges receipt of the following documents:
1. This offer and acceptance 2. Strata disclosure & attachments (if strata)
3. 2022 General Conditions 4. Certificate of Title
5. Annexure of changes to General Conditions (form 198)

Signature		Signature	
-----------	--	-----------	--

RECEIPT OF DOCUMENTS
The Seller acknowledges receipt of the following documents:
1. This offer and acceptance 2. 2022 General Conditions
3. Annexure of changes to General Conditions (form 198)

Signature		Signature	
-----------	--	-----------	--

CONVEYANCER (Legal Practitioner/Settlement Agent)
The Parties appoint their Representative below to act on their behalf and consent to Notices being served on that Representative's email address.

	BUYER'S REPRESENTATIVE	SELLER'S REPRESENTATIVE
Name		
Signature		

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

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

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

Buyer

Signature 

Name _____

Date _____

Signature 

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Seller

Signature _____

Name **Hossein Mohammadi**

Date _____

Signature _____

Name **Mina Yousefi**

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

AUSTRALIAN STANDARD PRE-PURCHASE
INSPECTION FOR MAJOR STRUCTURAL DEFECTS



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ANNEXURE A

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

28C Sydenham Street, Kewdale WA 6105

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

- 1. The Buyer may at their expense obtain a written Report on any Major Structural Defects of the residential building and of the following described areas Located upon the Property ("Building"). If nothing is completed in the blank space then the Building will be the residential Building only.
2. The Buyer must serve a copy of the Report on the Seller, Seller Agent or Seller Representative by 4PM on: *complete (a) or (b)
(a*) / / OR (b*) 14 days after acceptance ("Date")
3. If the Buyer, and Seller Agent or Seller or Seller Representative do not receive the Report before the Date then the Buyer will be deemed to have waived the benefit of this Annexure. Time is of the essence.
4. If the Report identifies Major Structural Defects to the Property's Building, the Buyer may at any time but no later than three (3) Business Days after the Date serve a Major Structural Defects Notice on the Seller, Seller Agent or Seller Representative giving the Seller five (5) Business Days to agree to remedy the Major Structural Defects.
5. If the Seller elects in writing to remedy the Major Structural Defects in the Major Structural Defects Notice then the Settlement Date will be delayed until the later of: (a) three (3) Business Days after the Seller's Work is completed as certified by the Seller's Builder and (b) the Settlement Date.
6. The Seller must do the Work expeditiously and in good and workmanlike manner through a Builder and provide evidence to the Buyer of completion of the Work.
7. If, prior to the Seller commencing Work, the Seller and Buyer wish to agree and do agree an amount to be paid by the Seller to the Buyer then the amount will be deducted from the Purchase Price at Settlement and the Seller will not undertake the Work.
8. If the Seller does not agree in writing to remedy Major Structural Defects within five (5) Business Days from when the Major Structural Defects Notice was served on the Seller, Seller Agent or Seller Representative then:
(a) At any time within a further Five (5) Business Days after (1) that period ending (if no notice is given by the seller); or (2) the date notice in writing is given by the Seller to the Buyer, the Buyer may give notice in writing to the Seller, Seller Agent or Seller Representative terminating the Contract and the Deposit and other monies paid will be repaid to the Buyer;
(b) if the Buyer does not terminate the Contract pursuant to this clause 8, then this Annexure ceases to apply and the Contract continues unaffected by this Annexure.
9. In this Annexure:
9.1 "Builder" means a registered building service contractor (as defined in the Building Services (Registration) Act 2011WA) qualified to remedy the matters set out in the Major Structural Defects Notice.
9.2 "Consultant" means an independent inspector qualified and experienced in undertaking pre-purchase property inspections to ascertain Major Structural Defects.
9.3 "Date" means the date inserted or calculated in clause 2. If nothing is inserted in clause 2 then the Date will be five (5) Business Days from the later of (i) the Contract Date; or (ii) the Latest Time for Financial Approval (if any).
9.4 "Major Structural Defects" means a fault or deviation from the intended structural performance of a building element and is a major defect to the building structure of sufficient magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility, or further deterioration of the building structure. Major Structural Defects does not include any non-structural element, e.g., roof plumbing and roof covering, general gas, water and sanitary plumbing, electrical wiring, partition walls, cabinetry, windows, doors, trims, fencing, minor structures, non-structural damp issues, ceiling linings, floor coverings, decorative finishes such as plastering, painting, tiling etc., general maintenance, or spalling of masonry, fretting of mortar or rusting of primary structural elements.
9.5 "Major Structural Defects Notice" means a Notice in writing from the Buyer to the Seller to provide the Seller with the opportunity to agree to rectify the Major Structural Defects that the Buyer requires to be rectified.
9.6 "Report" means the report performed in accordance with Appendix A of the Standard by a Consultant. It is not a special purpose report, nor an all-encompassing report dealing with every aspect of the Property. The Report should only be a reasonable attempt to identify Major Structural Defects to the Building structure pursuant to Appendix "A" of the Standard. The presence of defects will only be relevant in this Annexure when the defects are a Major Structural Defect.
9.7 "Standard" means Australian Standard AS 4349-2007 (as amended from time to time) Inspections of buildings Part 1: Pre-purchase Structural Inspection - Residential buildings).
9.8 "Work" means the work required to rectify the Major Structural Defects set out in the Major Structural Defects Notice.
9.9 Words not defined in this Annexure have the same meaning as defined in the Standard or the 2022 General Conditions.

BUYER SIGNATURE BUYER SIGNATURE SELLER SIGNATURE SELLER SIGNATURE
BUYER SIGNATURE BUYER SIGNATURE SELLER SIGNATURE SELLER SIGNATURE

AUSTRALIAN STANDARD PRE-PURCHASE
INSPECTION FOR TIMBER PESTS

ANNEXURE B

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

28C Sydenham Street, Kewdale WA 6105

- 1. The Buyer may at their expense obtain a non-invasive written Report on any Timber Pest Activity or Damage of the residential building and of the following described areas Located upon the Property ("Building").
2. The Buyer must serve a copy of the Report on the Seller, Seller Agent or Seller Representative by 4PM on: *complete (a) or (b)
3. If the Buyer, and Seller, Seller Agent or Seller Representative do not receive the Report before the Date then the Buyer will be deemed to have waived the benefit of this Annexure.
4. If the Report identifies Activity on, or Damage to, the Building, the Buyer may at any time within three (3) Business Days after the Date serve a Timber Pest Notice on the Seller, Seller Agent or Seller Representative giving the Seller Five (5) Business Days to agree to Eradicate and/or Repair.
5. If the Seller elects in writing to Eradicate and/or Repair pursuant to the Timber Pest Notice then the Settlement Date will be delayed until the later of:
6. The Seller must do the Work expeditiously and in a good and workmanlike manner through (a) a Builder to Repair or (b) a Consultant to Eradicate, and provide evidence to the Buyer of completion of the Work.
7. If, prior to the Seller commencing the Work, the Seller and Buyer wish to agree and do agree an amount to be paid by the Seller to the Buyer then that amount will be deducted from the Purchase Price at Settlement and the Seller will not undertake the Work.
8. If the Seller does not agree in writing to Eradicate and/or Repair within Five (5) Business Days from when the Timber Pest Notice was served on the Seller, Seller Agent or Seller Representative then
9. In this Annexure:
9.1 "Activity" means evidence of the presence of current Timber Pests.
9.2 "Builder" means a registered building service contractor (as defined in the Building Services (Registration) Act 2011WA) qualified to remedy the matters set out in the Major Structural Defects Notice.
9.3 "Consultant" means an independent inspector qualified and experienced in undertaking, pre-purchase property inspections pursuant to the Standard and Eradication.
9.4 "Damage" means evidence of damage caused by Timber Pests to the Building.
9.5 "Date" means the date inserted or calculated in clause 2. If no date is inserted in clause 2 then the Date will be Five (5) Business Days from the later of:
9.6 "Eradicate" and "Eradication" mean the treatment necessary to eradicate Activity affecting the Building.
9.7 "Repair" means the Work necessary to repair any Damage.
9.8 "Report" means a report performed in accordance with the Standard by a Consultant at the Property.
9.9 "Standard" means Australian Standard AS 4349.3-2010 (as amended from time to time) Inspection of buildings Timber Pest Inspections.
9.10 "Timber Pests" means subterranean and dampwood termites, borers of seasoned timber and wood decay fungi as defined in the Standard.
9.11 "Timber Pest Notice" means a Notice in writing from the Buyer to the Seller to provide the Seller with the opportunity to agree to Eradicate and/or Repair that the Buyer requires pursuant to the Report.
9.12 "Work" means the work required to Repair pursuant to the Timber Pest Notice.
9.13 Words not defined in this Annexure have the same meaning as defined in the Standard or the 2022 General Conditions.

BUYER SIGNATURE BUYER SIGNATURE SELLER SIGNATURE SELLER SIGNATURE
BUYER SIGNATURE BUYER SIGNATURE SELLER SIGNATURE SELLER SIGNATURE

WESTERN



AUSTRALIA

TITLE NUMBER

Volume

Folio

1471

473

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

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

BGRoberts
REGISTRAR OF TITLES



LAND DESCRIPTION:

LOT 3 ON STRATA PLAN 4872
TOGETHER WITH A SHARE IN COMMON PROPERTY (IF ANY) AS SET OUT ON THE STRATA PLAN

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

HOSSEIN MOHAMMADI
MINA YOUSEFI
BOTH OF 95 TOORAK ROAD RIVERVALE WA 6103
AS JOINT TENANTS

(T P935627) REGISTERED 28/3/2024

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

1. INTERESTS NOTIFIED ON THE STRATA PLAN AND ANY AMENDMENTS TO LOTS OR COMMON PROPERTY NOTIFIED THEREON BY VIRTUE OF THE PROVISIONS OF THE STRATA TITLES ACT OF 1985 AS AMENDED.
2. P935628 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA REGISTERED 28/3/2024.

Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required.

-----END OF CERTIFICATE OF TITLE-----

STATEMENTS:

The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice.

SKETCH OF LAND: SP4872
PREVIOUS TITLE: SP4872
PROPERTY STREET ADDRESS: 28C SYDENHAM ST, KEWDALE.
LOCAL GOVERNMENT AUTHORITY: CITY OF BELMONT

Precontractual Disclosure Statement to the Buyer

Part A | General Information about strata titles schemes

What you need to know

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

Instruction for the seller

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

Information for the buyer

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

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

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

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

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

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

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

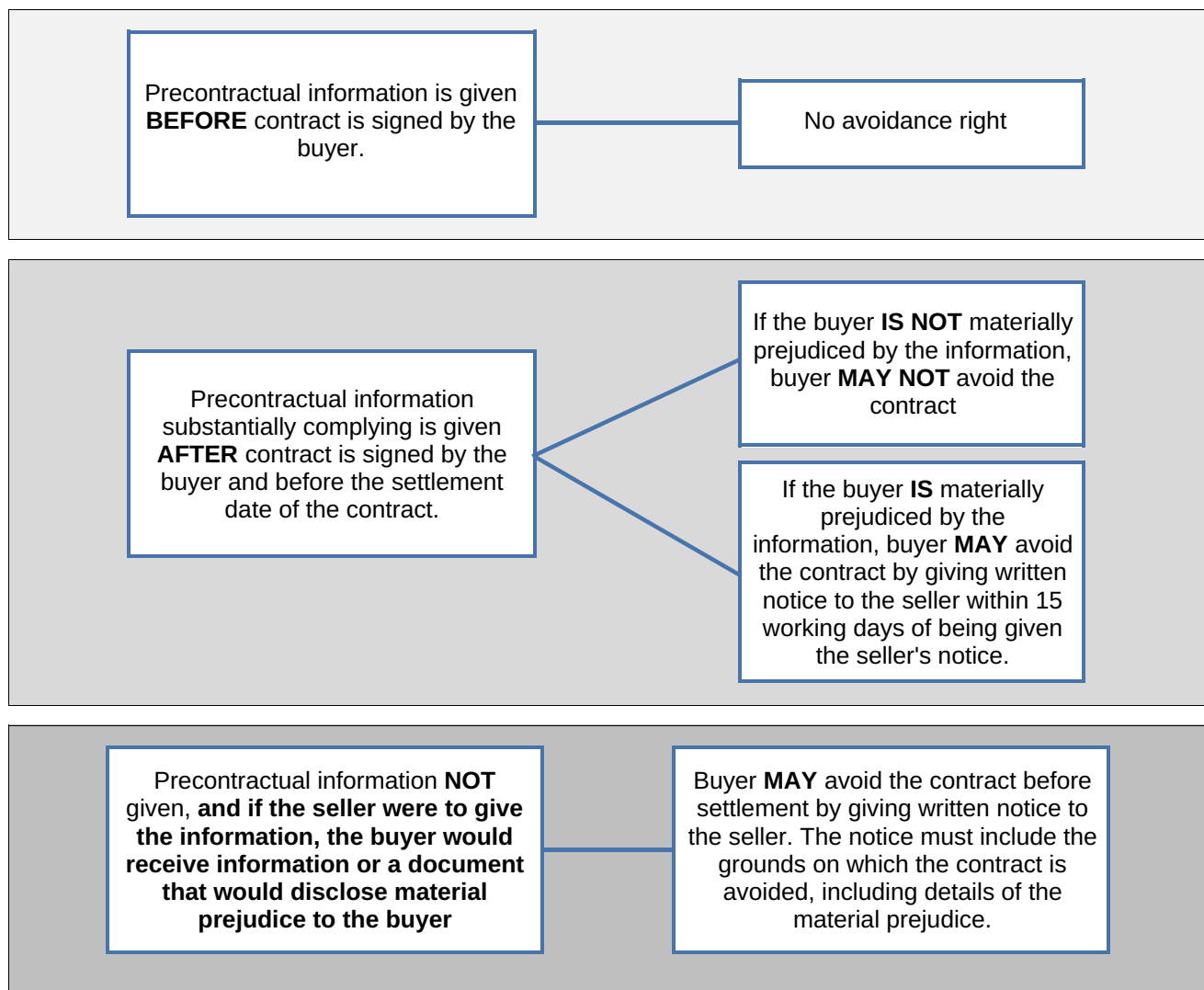
A buyer may consider seeking more information about the lot, the strata company and the strata / survey-strata scheme by asking the seller to provide it, or by making an application to the strata company for more information under section 107 of the Act.

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

Buyer's avoidance and other rights

Avoidance for failure to give precontractual information to the buyer

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



Avoidance rights for notifiable variations

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

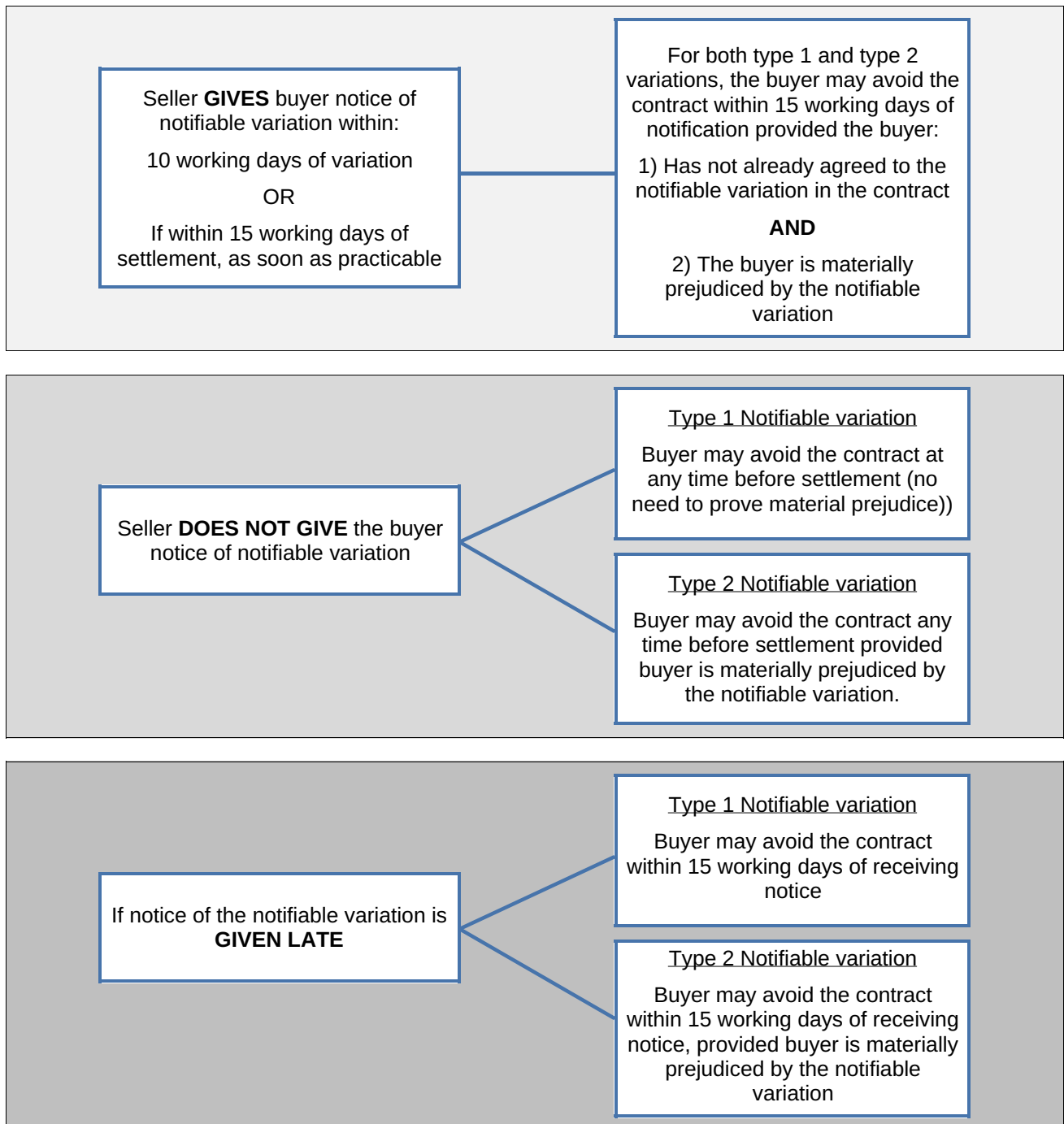
Type 1 and Type 2 notifiable variations are as follows:

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

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

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

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



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

Buyer's right to postpone settlement

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

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

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

Precontractual Disclosure Statement to the Buyer

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

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

Personal information

The seller(s)

Name	Hossein Mohammadi		
Address	3/156 Hubert Street, East Victoria Park WA 6101		
Telephone/mobile	_____	Email	_____
Name	Mina Yousefi		
Address	3/156 Hubert Street, East Victoria Park WA 6101		
Telephone/mobile	_____	Email	_____

Scheme Information

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

Scheme Details

Scheme name	Parkview 28 Sydenham Street Kewdale
Name of the strata company	Parkview 28 Sydenham Street Kewdale
Address for service of the strata company (taken from scheme notice)	28 sydenham Street, Kewdale
Name of Strata Manager	ESM Strata
Address of Strata Manager	PO Box 779 Vic Park WA 6979
Telephone/Mobile	08 9362 1166
Email	officeadmin@esmstrata.com.au

The status of the scheme is:

- ☐ proposed
☒ registered

The scheme type is:

- ☒ strata
☐ survey-strata

The tenure type is

- ☒ freehold
☐ leasehold

~~For leasehold only:~~

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

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

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

Att.

Scheme Documents (must be attached)

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

N/A

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

Att 1

A copy of the scheme by-laws

Att 3

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

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

☐ If yes, they are included with this form

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

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

Att 2

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

Additional comments: _____

Minutes (choose one option)

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

Att 4

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

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

Additional comments: _____

Statement of accounts (choose one option)

☒ The statement of accounts last prepared by the strata company

Att 5

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

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

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

Additional comments: _____

Termination proposal

Has the seller received a copy of any notice from the strata company in relation to any current termination proposal for the scheme?

☒ no ☐ yes

If yes, attach a copy.

Lot information (choose all that apply)

Att.

☒ This lot is on a registered scheme plan

☐ This lot has not yet been created

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

Street address of the lot (if known)

28 Sydenham Street, Kewdale

Lot 3 on scheme plan no. 4872

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

Voting right restrictions

Does the contract contain any voting right restriction which has the meaning in regulation 103 of the *Strata Titles (General) Regulations 2019*? *

☒ no ☐ yes

If yes, describe the restriction _____

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

Exclusive use by-laws

This lot is a 'special lot', subject to exclusive use by-laws giving exclusive use of an area of common property

☐ no ☒ yes

If yes, please give details carport, yard, garden

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

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

☒ Contributions that have been determined within the previous 12 months

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

	Actual (\$)	OR	Estimated (\$) 12 months after the proposed settlement date
--	-------------	----	---

Administrative fund:	\$550		
----------------------	-------	--	--

Reserve fund:	\$50		
---------------	------	--	--

Other levy (attach details)			
-----------------------------	--	--	--

Att 7

☒ Actual ☐ Estimated total contribution for the lot \$ 600

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

Due dates \$600 on 1/10/25 _____ on _____

_____ on _____ _____ on _____

Strata levy/contributions/other debts owing

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

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

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

Additional comments: _____

Scheme developer specific information

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

Att.

The scheme developer is defined as:

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

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

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

Statement of estimated income and expenditure

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

Additional comments: _____

Agreements for amenity or service

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

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

Additional comments: _____

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

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

If yes, attach details including terms and conditions.

Additional comments: _____

Section 79 Disclosure of remuneration and other benefits

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

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

☐ no ☐ yes

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

Additional comments: _____

Acknowledgement by seller and buyer

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

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

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

☐ I / ☒ We¹, hereby certify that Part A and Part B of the required precontractual disclosures were given to the buyer before the buyer signed the contract of sale.

Signature



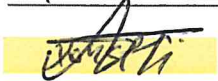
Name

Hossein Mohammadi

Date

5/8/2025

Signature



Name

Mina Yousefi

Date

5/8/2025

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

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

☐ I / ☐ We¹ understand that the disclosures given by the seller(s) or by the seller's representative are not an offer or a contract to purchase a lot (though they may be included in such contract) but only provide information to ☐ me / ☐ us¹.

Signature

Name

Date


Signature

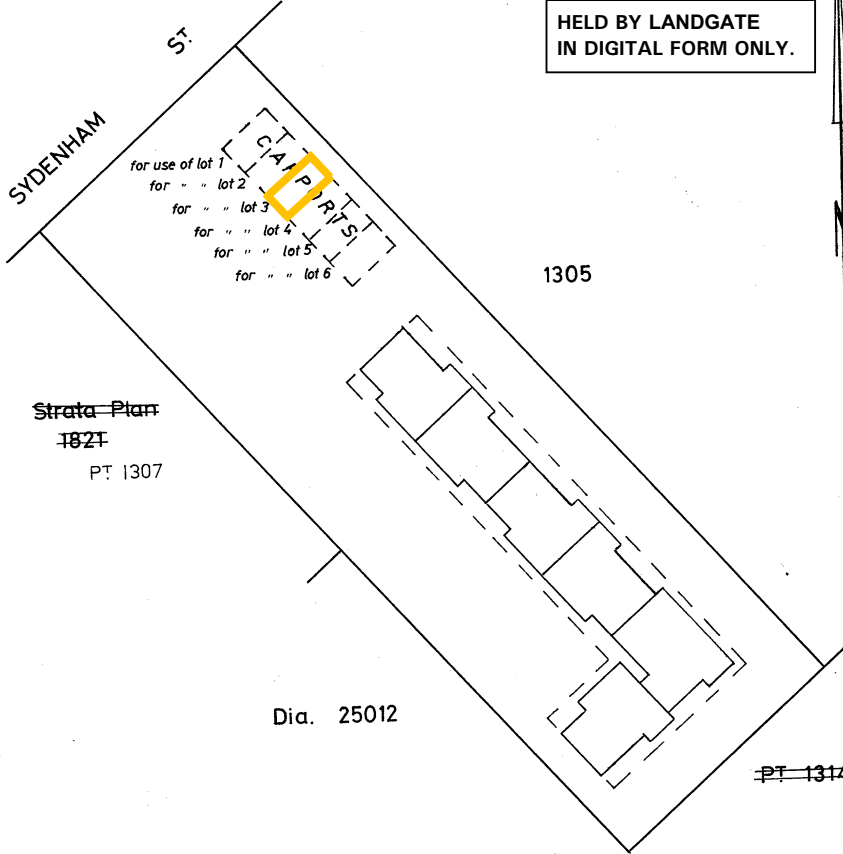
Name

Date

¹ Select one.

FORM 1

CANNING		STRATA PLAN 4872
PARCEL OF LAND Lot 1306 of Part Swan Location 2		OFFICE USE ONLY
on Plan 3490 (4)		LODGED 7. 1. 77
CERTIFICATE OF TITLE: Volume 1442 Folio 855		EXAMINED 14. 4. 77
LOCAL AUTHORITY Shire of Belmont		REGISTERED 24. 6. 77 App. 8359146
LOCALITY Kewdale INDEX PLAN Perth 2000 17.23		 <i>Lundborough</i> REGISTRAR OF TITLES
NAME OF BUILDING PARKVIEW 28 Sydenham Street KEWDALE		
ADDRESS FOR SERVING OF 28 Sydenham Street, Kewdale		
NOTICES ON COMPANY		



STRATA PLAN 4872
HELD BY LANDGATE
IN DIGITAL FORM ONLY.


1305

Strata Plan 1821
PT 1307

Dia. 25012

PT 1314

1: 500
SCALE LINKS TO AN INCH



SCHEDULE OF UNIT ENTITLEMENT		OFFICE USE ONLY	
LOT No.	UNIT ENTITLEMENT	CURRENT Cs. of TITLE	
		VOL.	FOL.
1	1	1471-471	
2	1	1471-472	
3	1	1471-473	
4	1	1471-474	
5	1	1471-475	
6	1	1471-476	
AGGREGATE	6		

SURVEYOR'S CERTIFICATE

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

L. David.
DATE 19 Jan '77 LICENSED SURVEYOR.

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

David Can
DATE 5 APR 1977 CHAIRMAN.

FORM 3

STRATA PLAN No. 4872

CERTIFICATE OF LOCAL AUTHORITY

FOR THE PURPOSES OF THE STRATA TITLES ACT 39 OF 1966

.....SHIRE OF BELMONT....., THE LOCAL AUTHORITY,

HEREBY CERTIFIES THAT:—

- (1) The building shown on the plan has been inspected and that it is consistent with the building plans and specifications in respect thereof that have been approved by the Local Authority.
- (2) The building, in the opinion of the local authority, is of sufficient standard and suitable to be divided into lots pursuant to the Strata Titles Act, 1966.

DESCRIPTION OF BUILDING:—

A single storey residential building of double brick wall and tile roof with a concrete floor situated on Lot 1306 of Part ^{CANNING}~~SWAN~~ Location 2 on Plan 3490(4) known as No. 28 Sydenham Street, Kewdale.

DATE 24.3.77


SHIRE/TOWN CLERK

Attachment 1

C.A. 4

SHEET No. 1 OF 1 SHEETS

STRATA PLAN No. 4872

GROUND FLOOR



SCALE 1 : 200 FEET TO AN INCH

APPROVED

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

TOWN PLANNING BOARD

LOCAL AUTHORITY ~~SHIRE~~ OF BELMONT

DATE - 5 APR 1977 CHAIRMAN

DATE 21.3.77 SHIRE/TOWN CLERK

85370/11/70-2M-C397

[illegible][illegible]

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

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

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

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

1. Duties of owner

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

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

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

3. Power of strata company regarding submeters

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

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

4. Constitution of council

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

- (3) If there are not more than 3 lots in the scheme, the council consists of all of the owners of the lots and, if there are more than 3 lots in the scheme, the council consists of not less than 3 nor more than 7 of the owners of the lots, as is determined by the strata company.
- (4) If there are more than 3 lots in the scheme, the members of the council must be elected at each annual general meeting of the strata company or, if the number of lots in the scheme increases to more than 3, at an extraordinary general meeting convened for the purpose.
- (6) If there are co-owners of a lot, 1 only of the co-owners is eligible to be, or to be elected to be, a member of the council and the co-owner who is so eligible must be nominated by the co-owners, but, if the co-owners fail to agree on a nominee, the co-owner who owns the largest share of the lot is the nominee or, if there is no co-owner who owns the largest share of the lot, the co-owner whose name appears first in the certificate of title for the lot is the nominee.
- (8) Except if the council consists of all the owners of lots in the scheme, the strata company may by special resolution remove any member of the council before the expiration of the member's term of office.
- (9) A member of the council vacates office as a member of the council –
 - (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.

Note for this sub-by-law: By-law 6(3A) provides for the filling of vacancies in the offices of chairperson, secretary and treasurer.
- (11) Except if 1 person is the owner of all of the lots in the scheme, a quorum of the council is 2 if the council consists of 3 or 4 members; 3, if it consists of 5 or 6 members; and 4, if it consists of 7 members.
- (12) The continuing members of the council may act even if there is a vacancy in the council, but so long as the number of members is reduced below the number fixed by these by-laws as the quorum of the council, the continuing members or member of the council may act for the purpose of increasing the number of members of the council or convening a general meeting of the strata company, but for no other purpose.
- (13) All acts done in good faith by the council, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of any member of the council, are as valid as if that member had been duly appointed or had duly continued in office.

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

5. Election of council at general meeting

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

- (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-bylaw (9), candidates, being equal in number to the number of members of the council determined in accordance with by-law 4(3), who receive the highest numbers (in terms of lots or unit entitlements as required under the *Strata Titles Act 1985* section 122) of votes are to be declared elected to the council.
- (9) If the number (in terms of lots or unit entitlements as required under the *Strata Titles Act 1985* section 122) of votes recorded in favour of any candidate is the lowest of the numbers of votes referred to in sub-bylaw (8) and –
 - (a) that number equals the number of votes recorded in favour of any other candidate; and
 - (b) if each of those candidates were to be declared elected the number of persons elected would exceed the number of persons required to be elected, as between those candidates, the election must be decided by a show of hands of those entitled to vote and present in person or by proxy.

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

6. Chairperson, secretary and treasurer of council

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

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

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

7. Chairperson, secretary and treasurer of strata company

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

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

8. Meetings of council

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

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

9. Powers and duties of secretary of strata company

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

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

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

10. Powers and duties of treasurer of strata company

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

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

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

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

Schedule 2 – Conduct by-laws

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

1. Vehicles and parking

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

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

2. Use of common property

An owner or occupier of a lot must –

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

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

3. Damage to lawns etc. on common property

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

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

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

4. Behaviour of owners and occupiers

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

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

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

6. Depositing rubbish etc. on common property

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

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

7. Drying of laundry items and signage

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

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

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

8. Storage of inflammable liquids etc.

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

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

9. Moving furniture etc. on or through common property

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

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

10. Floor coverings

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

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

11. Garbage disposal

An owner or occupier of a lot must –

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

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

12. Additional duties of owners and occupiers

An owner or occupier of a lot must not –

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

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

13. Notice of alteration to lot

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

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

14. Appearance of lot

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

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

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

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

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

Attachment 4 (1 of 2)

06/08/2024

Hossein Mohammadi & Mina Yousefi
3/156 Hubert Street
EAST VICTORIA PARK
WA 6101

ESM Strata Pty Ltd
ABN: 30641043183
PO Box 779
VICTORIA PARK WA 6979
Ph: 9362 1166
officeadmin@esmstrata.com.au

Dear Owner,

Re: Annual General Meeting for The Owners of Parkview 28 Sydenham Street Kewdale, Strata Plan 4872

Please find enclosed documents relating to the Annual General Meeting for the above Strata Company. The meeting will be held at ESM Offices, 15/443 Albany Highway, Victoria Park on Wednesday 18th September 2024, commencing at 05:00 pm.

If you have any queries on the finances or affairs of the Strata Company please address them in writing to our office at least 72 hours prior to the meeting. We can then prepare a response for you prior to the meeting.

Please pay particular attention to the proxy form to ensure that it is completed correctly. An invalid proxy means you will be unable to vote at the meeting. If you have any questions about how to complete the proxy form, please contact our office.

Please also be aware, except in cases where by or under the Act a unanimous resolution or a resolution without dissent is required, **no owner is entitled to vote at any general meeting unless all contributions payable in respect to their lot have been duly paid** and any other moneys recoverable under the Act by the strata company from them at the date of the notice given to owners of the meeting have been duly paid before the commencement of the meeting.

Thank you for your attention to the above. We otherwise look forward to seeing you at the meeting.

Yours faithfully,

Sascha Chapman-Hill
For and On Behalf of the Owners of Parkview 28 Sydenham Street Kewdale, Strata Plan 4872

Enc.

**The Owners of Parkview 28 Sydenham Street Kewdale
28 Sydenham Street
Strata Plan 4872**

Notice of Annual General Meeting

Notice is hereby given that the Annual General Meeting of the above strata company will be held at ESM Offices, 15/443 Albany Highway, Victoria Park on Wednesday 18th September 2024, commencing at 05:00 pm.

Registration opens 15 minutes prior to the start time.

This notice is issued pursuant to Section 129 of the Strata Titles Act 1985, on 06/08/2024, being not less than 14 days prior to the holding of the meeting.

Please email your strata manager no less than 5 business days prior to the meeting to advise if you wish to attend the meeting electronically. If electronic attendance is permitted at this meeting, the manager will then email you the details of how you can participate remotely.

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

1. Forms of specific proxy
2. Information in respect to nomination and election of members of the council
3. Rules of Meetings for the conduct of Proceedings
4. The Agenda for the meeting
5. Statement of accounts for period 01/08/2023 to 31/07/2024
6. Budget of estimated expenditure from the administrative fund period 01/08/2024 to 31/07/2025
7. Any other documentation noted in the Agenda

Proxy Form for the General Meeting to be held on 18th September 2024

The Owners of Parkview 28 Sydenham Street Kewdale, Strata Scheme 4872

Please read the important notes below before completing this form

I/We, _____

being the owner/s of lot number/s _____ hereby appoint:
(*Select only one of the below options by deleting the other two options)

***Option 1**

Name of proxy holder _____ or, failing his/her
attendance at the general meeting, the chairperson of the general
meeting, **or**,

***Option 2**

The chairperson from time to time of general meetings of the strata
company, **or**,

***Option 3**

Name of proxy holder _____ only.

to speak and act as my/our proxy holder and to vote for me/us at the general
meeting to be held on 18th September 2024 **and at any adjournment of that
meeting.**

Dated this _____ day of _____ 20 _____

Signature of **sole** owner _____ or **all** co-owners _____

_____ owner _____ co-owner

_____ co-owner

_____ co-owner

Section Below For Use Only by an Incorporated Owner

In the case of an incorporated proprietor, this form requires the signature of a duly
authorised person authorised to sign by its constitution.

Director/Secretary/Attorney/Officer/Agent(Delete those not applicable)

IMPORTANT NOTES

- 1.Any natural person can hold a proxy form. That person does not have to be a proprietor.
- 2.An incorporated owner should appoint a natural person as its proxy holder if it intends to vote.
- 3.Except in the case of a unanimous resolution, co-owner of a lot (e.g. husband and wife) may only vote on a show of hands if a proxy form has been completed by all co-owner appointing one person to vote for them.
- 4.If possible, please complete and return the proxy form to the strata company manager well before the general meeting and confirm its safe receipt. Email: officeadmin@esmstrata.com.au
- 5.If you want to revoke this proxy form, please give notice of revocation to the proxy holder and the strata manager.
- 6.An incorrectly completed proxy may result in the proxy being invalid.

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Nomination for Election to Council for The Owners of Parkview 28 Sydenham Street Kewdale, Strata Scheme 4872

To the Chairperson

The Owners of Parkview 28 Sydenham Street Kewdale - Strata Plan 4872

I/we being the owner/co-owner of lot ____ hereby nominate (please print)
..... (name of the person or corporate
owner who is being nominated) as a candidate for election to the council at the
annual general meeting of the strata company to be held on 18th September 2024

Name/s of nominator/s (please print):

Signature/s of nominator/s:

***Director/Secretary/Attorney/Officer/Agent**

*(*In the case of an incorporated owner, the nominator should delete those not applicable)*

Dated: _____

Consent to Nomination for Election to Council

I hereby advise that I/we consent to being nominated as a candidate for election to the council of the strata company at the annual general meeting to be held on 18/09/2024 and, if elected, to serve as a member of the council.

Name of nominee: _____ (Please print) of lot: _____

Signature of Nominee: _____ Dated: _____

***Director/Secretary/Attorney/Officer/Agent**

*(*In the case of an incorporated owner, the nominator must delete those not applicable)*

IMPORTANT NOTES

1. This form of nomination and consent to nomination must be in the hands of the chairperson of the annual general meeting prior to the close of nominations for that election. Email: officeadmin@esmstrata.com.au
 2. In the case of a **sole owner** written consent is only required if the candidate, being a natural person, is not personally present at the meeting.
 3. In the case of **co-owner** of a lot the nomination must be in favour of one co-proprietor and signed by all co-proprietors, including the nominee.
 4. In the case of an **incorporated owner** the nomination and consent must be in writing and needs to be signed by a properly authorised person.
-

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ESM Strata Pty Ltd

Attachment to insurance schedule and provided with the notice of annual general meeting. Insurance requirements and important information for your Strata Company.

Compulsory Insurance Cover	Your strata company is required to comply with various insurance provisions of the Strata Titles Act, 1985 (WA) ("Act") and Section 97 set out the full insurance requirements. These requirements are insured under the current policy, details of which are shown on the attached insurance schedule
Buildings, fixtures and improvements	The sum insured for 'Buildings' must be for the replacement value as defined by the Act. We recommend that an independent valuation be carried out at a minimum of three to five yearly intervals to ensure that this cover is kept in line with current and projected building replacement costs and other increases in expenditure.
Public Liability	In the case of public liability risks the minimum amount under the Act is \$10 million. Many strata companies now insure for a minimum of \$20 million in residential schemes and as much as \$50 million where there is any commercial use of lots or common property.
Workers Compensation	We also suggest that every Strata Company effect's insurance in respect to possible liability under the Workers Compensation and Injury Management Act 1981.
Discretionary Insurance Cover	In addition to the compulsory insurances required under the Act, a Strata Company also has <u>other risks</u> it should consider covering because of its financial or legal responsibilities for which it may become liable . The Strata Company has the discretionary power to insure for <u>other risks</u> such as personal accident for voluntary workers, fidelity guarantee, office bearer's liability, machinery breakdown, catastrophe cover, government audit costs, and owner's fixtures and improvements.
Schedule of Insurance	The insurance schedule (renewal notice) shows which risks have been selected and the applicable sum insured amount. For a full understanding of the additional benefits applying to each policy you will need to review the policy wording or speak with the Insurer.
Important	Should you decide to seek an alternative quotation or change your insurance, your current insurance policy i.e. renewal should be the <u>minimum cover to be afforded by any new policy, including all additional and special benefits</u> . This means when seeking and comparing your existing policy with other quotations, great care should be exercised to ensure there is a 'like for like' comparison made and no reduction in cover or increase in risk for the strata plan and its owners. For more information about this please speak to your Strata Company Manager or broker.

General Advice Warning

The above information is not personal advice. This advice is general only and before a decision is made to insure, the product disclosure statement should be carefully reviewed. The strata company has been provided a copy of the relevant Insurers financial services guide and product disclosure statement and these are held as part of the records of the strata company and are open to personal inspection by owners pursuant to section 107 of the Act.

Disclosure of our Relationship, and any Commission Received

As an authorized representative/distributor of the following Insurer's and Agents, ESM Strata Pty Ltd receive a commission for arranging the insurance through the following entities. This relationship allows ESM Strata Pty Ltd to arrange Insurance, seek quotes, alter the policy coverage from time to time, lodge claims, speak to the assessor/claims department directly, and assist with the day-to-day Insurance needs of the Strata

Company. A commission is paid to ESM Strata Pty Ltd of up to 20% of the base premium. This commission does not affect the premium you pay to the insurer. Please be advised, that if the Strata Company opts to use an alternative Insurer/Broker, additional charges may apply for work carried out relating to Insurance by ESM Strata Pty Ltd:

ESM Strata Pty Ltd are authorised representatives for the following,

Authorised Representative # 269635 of CHU Underwriting Agencies (CHU) and an agent of the insurers QBE Insurance (Australia) Limited and QBE Workers Compensation (NSW) Limited.

Authorised Representative # 269635 of Body Corporate Brokers Pty Ltd (BCB).

Authorised Representative # 269635 of Professional Services Corporation Pty Ltd (PSC). PSC

ESM Strata Pty Ltd (ESM) are Distributors for the following:

Strata Community Insurance Underwriting Agencies Pty Ltd (SCI) and an agent of the insurers, Allianz Australia Insurance Ltd.

Honan Insurance Group (Australian Financial Service License No. 246749).

Product Disclosure Statements & Financial Services Guides for the above Insurers can be found on our Knowledge Base here:

<http://knowledgebase.esmstrata.com.au/74256-insurance/insurance-policies-pds-and-fsg>

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Rules of Meetings for the conduct of the proceedings at General Meetings of the Strata Company

1. Application.

These rules of meetings shall apply to all General Meetings of the Strata Company and remain subject to the provisions of the Strata Titles Act 1985 and the by-laws of the Strata Company.

2. Commencement and conclusion of General Meetings.

General Meetings shall, subject to the presence of a quorum, commence at the time notified in the notice of meeting and continue, subject to any adjournment of the meeting, until all business notified on the agenda is concluded.

3. Quorum

A quorum is one half of the owners registered on the strata roll.

4. Voting Eligibility

Any person / corporation registered on the strata roll or the appointed VALID proxy holder who has paid their levies PRIOR to the start of the meeting.

5. Proxy

For sole ownership, the owner need not sign a proxy form if attending physically or remotely. For co-ownership, the VALID proxy form must be signed by all co-owners.

For a corporation / in trust, an authorised officer of the company or trustee MUST sign the proxy form.

6. COO Nominations.

For sole ownership, the owner need not sign a nomination form if attending physically or remotely. For co-ownership, the VALID nomination form must be signed by all other co-owners. For a corporation / in trust, an authorised officer of the company or trustee MUST sign the nomination form.

Note: For each nomination to be valid, each nominee must agree to the nomination.

7. Motions.

The appointed chairperson of the meeting will ask for someone to move and second a motion and only those eligible to vote on a motion are eligible to move / second such a motion.

8. Amendment to motions.

A proposed amendment to a motion already on notice as presented to all owners shall be in writing and submitted to the Strata Manager, 72 hours before the scheduled date and time of the meeting. The proposed amendment shall be only to alter / modify the existing form of the motion on notice and to enable owners to appreciate the significance of the proposal.

9. Debates

A debate can take place after a motion is seconded. Items of business are decided by a show of hands. Any request for a poll vote MUST be made PRIOR to the resolution being put to the meeting.

10. Speaking

Everyone has a right to speak. After the motion is read and the chairperson opens it for discussion, anyone wishing to speak MUST raise a hand and identify themselves and unit they represent BEFORE speaking.

Each person eligible to vote is allowed to speak for or against a motion for 2 minutes. All remarks are through the chairperson and through the chairperson to the meeting. The chairperson has the responsibility to monitor the time and relevance of the contents of the speaker to the motion being discussed.

11. Business of the meeting

Only those items of business shown in the agenda for the meeting may be discussed or determined by that meeting although, subject to the discretion of the Chairperson and the leave of the meeting, any other matters raised which are relevant to the affairs of the Strata Company may be discussed and referred to the elected Council of the Strata Company for their consideration and any appropriate or directed action.

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Agenda for the Annual General Meeting

S/Plan 4872 Parkview 28 Sydenham Street Kewdale 28 Sydenham Street

Generated at: 06/08/2024 11:59 am

18/09/2024 05:00 pm

User: Sascha Chapman-Hill

1. Appointment of Chairperson for the meeting

Only required if the Chairperson of the Council is unavailable or unwilling to act.

2. Confirmation of Previous Minutes

Minutes of the last General Meeting have previously been distributed to owners.

Motion under notice –

1. That the previously circulated minutes of the General Meeting held on 04/10/2023 be confirmed as a true record of those proceedings.
2. Consideration of any matters arising from the minutes not otherwise provided for by this agenda.

3. Consideration of the Statement of Accounts

A copy of which is attached to this notice.

(Questions of a financial nature should be notified to the Strata Company not later than 3 business days prior to the meeting.)

Motion under notice –

That the Statement of Accounts for the period 01/08/2023 to 31/07/2024, showing an amount of \$21,202.32 net owners' funds, be adopted as presented.

4. Insurance Certificate of Currency

- A copy of the Certificate of Currency is attached to this notice.
- A copy of the Underwriter's PDS & FSG forms part of the Strata Company's records.
- A Valuation was last undertaken on .

Motion under notice –

That the Council be directed to renew the Strata Company Insurance Policy prior to its expiry date in such sums as are suggested by the insurer or as are recommended by qualified professional advisors.

5. Insurance Valuation

ESM does not have a recent insurance valuation on file.

Note: We've been advised by brokers that some Insurers are reluctant to quote where a building has not undertaken an Insurance Valuation within the last 3 years.

Motion under notice –

That the Council of the Strata Company be directed to obtain a common property replacement valuation by qualified professional advisors, and assess whether the Strata Company's building insurance should be amended to reflect the valuation sum.

6. Constitution of the Council of the Strata Company

Motion under notice –

- a) That the Council of the Strata Company consist of 3 owners.
- b) Chairperson to call for nominations of candidates for election to the Council;
And, if required will,
- c) Conduct a ballot to elect members of the Council.

Please note: ESM Strata recommend the Council of the Strata Company meet as soon as possible to assume office positions to comply with the requirements of the Strata Titles Act.

SPECIAL BUSINESS

7. Strata Company Financials Year By-Law

Motion under notice –

That Strata Company resolves by an ordinary resolution to add the following Schedule 1 Governance By-Law to the By-Laws that apply to the scheme:

11. Financial Year

That the financial year for the Strata Company is the period of 12 months ending on 31st July.

8. Consideration of Administrative Fund Budget

A copy of which is attached to this notice.

Motion under notice –

That the budget of estimated expenditure from the Administrative Fund (GST inclusive) for the period 01/08/2024, to 31/07/2025, amounting to \$16,925.00 (or as modified by the meeting) be adopted, and shall also be the same budget for the following 12 month period until amended at a future General Meeting.

9. Determination of the Levy of Contributions for the Administrative Fund

Motion under notice –

That the **Levy** of contributions on owners for the **Administrative Fund** (Ref 100(1) of the Strata Titles Act) be payable in advance, inclusive of GST, by instalments due and payable in the amounts and on the dates as shown below:

\$/Unit of Entitlement	For the Period	Due Date
\$550.00	01/10/2024 - 31/12/2024	01/10/2024 (previously approved)
\$550.00	01/01/2025 - 31/03/2025	01/01/2025
\$550.00	01/04/2025 - 30/06/2025	01/04/2025
\$550.00	01/07/2025 - 30/09/2025	01/07/2025

to raise an amount of \$13,200.00 in the financial year 01/08/2024 to 31/07/2025, and

\$/Unit of Entitlement	For the Period	Due Date
\$550.00	01/10/2025 - 31/12/2025	01/10/2025 (pre-issue)

The quarterly levies shall continue at the same rate until amended at a future General Meeting.

10. Determination of the Levy of Contributions for the Reserve Fund

Motion under notice –

That the **Levy** of contributions on owners for the **Reserve Fund** (Ref 100(2) of the Strata Titles Act) be payable in advance, inclusive of GST, by instalments due and payable in the amounts and on the dates as shown below:

\$/Unit of Entitlement	For the Period	Due Date
\$50.00	01/10/2024 - 31/12/2024	01/10/2024 (previously approved)
\$50.00	01/01/2025 - 31/03/2025	01/01/2025
\$50.00	01/04/2025 - 30/06/2025	01/04/2025
\$50.00	01/07/2025 - 30/09/2025	01/07/2025

to raise an amount of \$1,200.00 in the financial year 01/08/2024 to 31/07/2025, and

\$/Unit of Entitlement	For the Period	Due Date
\$50.00	01/10/2025 - 31/12/2025	01/10/2025 (pre-issue)

The quarterly levies shall continue at the same rate until amended at a future General Meeting.

11. Approval of Pre-Approval Expenditure Limit for the Strata Manager

Motion under notice –

That the Strata Company resolves by ordinary resolution that the Strata Manager is authorised to arrange repairs and maintenance for works to the Common Property up to a limit of \$500.00 excluding GST per item.

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

Note: Such matters may only be raised at the discretion of the Chair and with leave of the meeting.

13. Close of Meeting

Balance Sheet - S/Plan 4872
"PARKVIEW 28 SYDENHAM STREET KEWDALE"
28 SYDENHAM STREET, KEWDALE, WA 6105
For the Financial Period 01/08/2023 to 31/07/2024

	Administrative	Reserve	TOTAL THIS YEAR
Assets			
Cash At Bank			
Owners of Parkview Strata Plan 4872	\$13,971.23	\$6,916.56	\$20,887.79
Macquarie Bank BSB: 186-300 Acc No: 268271962			
Accounts Receivable (Debtors)	\$100.00	\$0.00	\$100.00
Total Assets	\$14,071.23	\$6,916.56	\$20,987.79
Liabilities			
Accounts Payable (GST Free)	\$(214.53)	\$0.00	\$(214.53)
Total Liabilities	\$(214.53)	\$0.00	\$(214.53)
Net Assets	\$14,285.76	\$6,916.56	\$21,202.32
Owners Funds			
Opening Balance	\$14,034.97	\$5,715.68	\$19,750.65
Net Income For The Period	\$250.79	\$1,200.88	\$1,451.67
Total Owners Funds	\$14,285.76	\$6,916.56	\$21,202.32

Income and Expenditure Statement - S/Plan 4872
"PARKVIEW 28 SYDENHAM STREET KEWDALE"
28 SYDENHAM STREET, KEWDALE, WA 6105
For the Financial Period 01/08/2023 to 31/07/2024

Administrative Fund

	TOTAL THIS YEAR	This Year Budget	Last Year Actual
Income			
Interest on Overdues	\$11.77	\$0.00	\$12.12
Levy Income A	\$13,200.00	\$13,200.00	\$13,200.00
National Energy Relief Offset	\$687.50	\$0.00	\$325.00
REIMB - Debt Collect/Legal	\$44.00	\$0.00	\$0.00
REIMB - Insurance Claim	\$852.97	\$0.00	\$0.00
REIMB - Section 110(1) & (2) fee	\$840.00	\$0.00	\$0.00
REIMB - Strata Title Info	\$50.00	\$0.00	\$0.00
Total Administrative Fund Income	\$15,686.24	\$13,200.00	\$13,537.12
Expenses			
ATO Compliance	\$130.00	\$125.00	\$125.00
Additional Strata Mment Fees	\$0.00	\$20.00	\$3.44
Asbestos Management	\$792.00	\$745.00	\$0.00
By-Laws/Consolidation	\$0.00	\$600.00	\$0.00
Debt Collection - Expense	\$44.00	\$0.00	\$22.00
Electricity - Common	\$882.09	\$850.00	\$819.33
Insurance	\$4,336.00	\$4,000.00	\$3,845.00
Insurance Claim	\$0.00	\$500.00	\$0.00
M&R - Electrical	\$865.70	\$500.00	\$822.80
M&R - Gardens & Lawns	\$869.76	\$1,640.00	\$1,134.94
M&R - General	\$1,682.97	\$2,000.00	\$0.00
M&R - Gutter Cleaning/Repairs	\$0.00	\$850.00	\$0.00
Meeting Fees & Expenses	\$275.00	\$220.00	\$220.00
Section 110(1) & Section 110(2) - Fee	\$924.00	\$0.00	\$0.00
Strata Mment Fee	\$2,832.12	\$2,850.00	\$2,743.20
Strata Title Information	\$50.00	\$0.00	\$0.00
Water Consumption	\$1,751.81	\$1,850.00	\$1,795.30
Total Administrative Fund Expenses	\$15,435.45	\$16,750.00	\$11,531.01
Administrative Fund Surplus/Deficit	\$250.79	\$(3,550.00)	\$2,006.11

Income and Expenditure Statement - S/Plan 4872
"PARKVIEW 28 SYDENHAM STREET KEWDALE"
28 SYDENHAM STREET, KEWDALE, WA 6105
For the Financial Period 01/08/2023 to 31/07/2024

Reserve Fund

	TOTAL THIS YEAR	This Year Budget	Last Year Actual
Income			
Interest on Overdues	\$0.88	\$0.00	\$0.00
Levy Income R	\$1,200.00	\$1,200.00	\$1,500.00
Total Reserve Fund Income	\$1,200.88	\$1,200.00	\$1,500.00
Expenses			
Total Reserve Fund Expenses	\$0.00	\$0.00	\$0.00
Reserve Fund Surplus/Deficit	\$1,200.88	\$1,200.00	\$1,500.00



CERTIFICATE OF CURRENCY

THE INSURED

POLICY NUMBER	WRSC19002069
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording SCI034-Policy-RS-PPW-02/2021 Supplementary Product Disclosure Statement SCIA-036_SPDS_RSC-10/2021
THE INSURED SITUATION	The Owners of Parkview 28 Sydenham Street Kewdale Strata Plan 4872 28 Sydenham Street, Kewdale, WA, 6105
PERIOD OF INSURANCE	Commencement Date: 4:00pm on 26/05/2024 Expiry Date: 4:00pm on 26/05/2025
INTERMEDIARY	PSC Property Lync Insurance Brokers
ADDRESS	PO Box 7476, Cloisters Square PO, WA, 6850
DATE OF ISSUE	29/05/2024

POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	\$1,493,928
		Common Area Contents	\$14,939
	PART B	2. Terrorism Cover under Section 1 Part A2	Applies
		Loss of Rent/Temporary Accommodation	\$224,089
		OPTIONAL COVERS	
		1. Flood	Included
		2. Floating Floors	Included
SECTION 2	Liability		\$20,000,000
SECTION 3	Voluntary Workers		Included
SECTION 4	Workers Compensation		Selected
SECTION 5	Fidelity Guarantee		\$100,000
SECTION 6	Office Bearers' Liability		\$1,000,000
SECTION 7	Machinery Breakdown		Not Included
SECTION 8	Catastrophe		Not Included
SECTION 9	PART A	Government Audit Costs – Professional Fees	\$25,000
	PART B	Appeal Expenses	\$100,000
	PART C	Legal Defence Expenses	\$50,000
SECTION 10	Lot Owners' Fixtures and Improvements		\$300,000
SECTION 11	Loss of Lot Market Value		Not Included

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

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

ESM Strata Pty Ltd

Proposed Budget for Strata Company 4872

PARKVIEW 28 SYDENHAM STREET KEWDALE, 28 Sydenham Street KEWDALE

Prepared by ESM Strata Pty Ltd (ABN 30641043183)
PO Box 779 VICTORIA PARK WA 6979 Ph 9362 1166 Fax

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Page 1

Aggregate Units of Entitlement (UOE) 6	Proposed Budget (01/10/2024-30/09/2025)	Adjustment	Current Year (01/10/2023-30/09/2024)			Last Year (01/10/2022-30/09/2023)		
			Budget	Actual	Variance	Budget	Actual	Variance
Administrative Fund- Contribution Schedule								
ATO Compliance	\$130.00		\$125.00	\$130.00	\$-5.00	\$115.00	\$125.00	\$-10.00
Additional Strata Mment Fees	\$20.00		\$20.00	\$0.00	\$20.00	\$30.00	\$3.44	\$26.56
Asbestos Management	\$0.00		\$745.00	\$792.00	\$-47.00	\$745.00	\$0.00	\$745.00
By-Laws/Consolidation	\$600.00		\$600.00	\$0.00	\$600.00	\$0.00	\$0.00	\$0.00
Debt Collection - Expense	\$0.00		\$0.00	\$44.00	\$-44.00	\$0.00	\$22.00	\$-22.00
Electricity - Common	\$900.00		\$850.00	\$882.09	\$-32.09	\$830.00	\$819.33	\$10.67
Insurance	\$4,900.00		\$4,000.00	\$4,336.00	\$-336.00	\$3,500.00	\$3,845.00	\$-345.00
Insurance Claim	\$500.00		\$500.00	\$0.00	\$500.00	\$500.00	\$0.00	\$500.00
Insurance Valuation Fees	\$0.00		\$0.00	\$0.00	\$0.00	\$440.00	\$0.00	\$440.00
M&R - Electrical	\$500.00		\$500.00	\$865.70	\$-365.70	\$500.00	\$822.80	\$-322.80
M&R - Gardens & Lawns	\$1,500.00		\$1,640.00	\$869.76	\$770.24	\$1,200.00	\$1,134.94	\$65.06
M&R - General	\$2,000.00		\$2,000.00	\$1,682.97	\$317.03	\$2,000.00	\$0.00	\$2,000.00
M&R - Gutter Cleaning/Repairs	\$850.00		\$850.00	\$0.00	\$850.00	\$820.00	\$0.00	\$820.00
Meeting Fees & Expenses	\$275.00		\$220.00	\$275.00	\$-55.00	\$220.00	\$220.00	\$0.00
Section 110(1) & Section 110(2) - Fee	\$0.00		\$0.00	\$924.00	\$-924.00	\$0.00	\$0.00	\$0.00
Strata Mment Fee	\$2,900.00		\$2,850.00	\$2,832.12	\$17.88	\$2,700.00	\$2,743.20	\$-43.20
Strata Title Information	\$0.00		\$0.00	\$50.00	\$-50.00	\$0.00	\$0.00	\$0.00
Water Consumption	\$1,850.00		\$1,850.00	\$1,751.81	\$98.19	\$1,400.00	\$1,795.30	\$-395.30
TOTAL ADMIN FUND	\$16,925.00		\$16,750.00	\$15,435.45	\$1,314.55	\$15,000.00	\$11,531.01	\$3,468.99
TOTAL ADMIN BUDGET	\$16,925.00		\$16,750.00			\$15,000.00		

ESM Strata Pty Ltd
Proposed Budget for Strata Company 4872

PARKVIEW 28 SYDENHAM STREET KEWDALE, 28 Sydenham Street KEWDALE

Prepared by ESM Strata Pty Ltd (ABN 30641043183)
PO Box 779 VICTORIA PARK WA 6979 Ph 9362 1166 Fax

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Aggregate Units of Entitlement (UOE) 6	Proposed Budget (01/10/2024-30/09/2025)	Adjustment	Current Year (01/10/2023-30/09/2024)			Last Year (01/10/2022-30/09/2023)		
			Budget	Actual	Variance	Budget	Actual	Variance
Reserve Fund- <i>Contribution Schedule</i>								
TOTAL RESERVE FUND	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL RESERVE BUDGET	\$0.00		\$0.00			\$0.00		

ESM Strata Pty Ltd
Proposed Budget for Strata Company 4872

PARKVIEW 28 SYDENHAM STREET KEWDALE, 28 Sydenham Street KEWDALE

Prepared by ESM Strata Pty Ltd (ABN 30641043183)
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Budget Summary (01/10/2024-30/09/2025)

	Proposed	1st Instalment 01/10/2024	2nd Instalment 01/01/2025	3rd Instalment 01/04/2025	4th Instalment 01/07/2025	TOTAL (01/10/2024-30/09/2025)	Next Pre Issue 01/10/2025
Administrative Fund	\$16,925.00	\$3,300.00	\$3,300.00	\$3,300.00	\$3,300.00	\$13,200.00	\$3,300.00
Reserve Fund	\$0.00	\$300.00	\$300.00	\$300.00	\$300.00	\$1,200.00	\$300.00
Contribution Schedule Total	\$16,925.00	\$3,600.00	\$3,600.00	\$3,600.00	\$3,600.00	\$14,400.00	\$3,600.00
Amount to Collect	\$16,925.00	\$3,600.00	\$3,600.00	\$3,600.00	\$3,600.00	\$14,400.00	\$3,600.00

ESM Strata Pty Ltd
Proposed Budget for Strata Company 4872

PARKVIEW 28 SYDENHAM STREET KEWDALE, 28 Sydenham Street KEWDALE

Prepared by ESM Strata Pty Ltd (ABN 30641043183)
PO Box 779 VICTORIA PARK WA 6979 Ph 9362 1166 Fax

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Levy Adjustment Summary (01/10/2024-30/09/2025)

Contribution Schedule			Aggregate Units of Entitlement (UOE) - 6	
Due Date	Levy Period	Admin	Reserve	Total
01/10/2024	01/10/2024 - 31/12/2024	\$550.00	\$50.00	\$600.00 Pre Issued
01/01/2025	01/01/2025 - 31/03/2025	\$550.00	\$50.00	\$600.00
01/04/2025	01/04/2025 - 30/06/2025	\$550.00	\$50.00	\$600.00
01/07/2025	01/07/2025 - 30/09/2025	\$550.00	\$50.00	\$600.00
Financial Year Total per Units of Entitlement		\$2,200.00	\$200.00	\$2,400.00
Financial Year Aggregate		\$13,200.00	\$1,200.00	\$14,400.00
Proposed Budget Amount		\$16,925.00	\$0.00	\$16,925.00
01/10/2025	01/10/2025 - 31/12/2025	\$550.00	\$50.00	\$600.00 Pre Issue Next Year
Next Year Pre Issue Aggregate		\$3,300.00	\$300.00	\$3,600.00

Attachment 4 (Part 2 of 2)

20/08/2025

ESM Strata Pty Ltd
ABN: 30641043183
PO Box 779
VICTORIA PARK WA 6979
Ph: 9362 1166
officeadmin@esmstrata.com.au

Hossein Mohammadi & Mina Yousefi
3/156 Hubert Street
EAST VICTORIA PARK
WA 6101

Dear Owner,

Re: Annual General Meeting for The Owners of Parkview 28 Sydenham Street Kewdale, Strata Plan 4872

Please find enclosed documents relating to the Annual General Meeting for the above Strata Company. The meeting will be held at ESM Offices, 15/443 Albany Highway, Victoria Park on Wednesday 1st October 2025, commencing at 05:00 pm.

If you have any queries on the finances or affairs of the Strata Company please address them in writing to our office at least 72 hours prior to the meeting. We can then prepare a response for you prior to the meeting.

Please pay particular attention to the proxy form to ensure that it is completed correctly. An invalid proxy means you will be unable to vote at the meeting. If you have any questions about how to complete the proxy form, please contact our office.

Please also be aware, except in cases where by or under the Act a unanimous resolution or a resolution without dissent is required, **no owner is entitled to vote at any general meeting unless all contributions payable in respect to their lot have been duly paid** and any other moneys recoverable under the Act by the strata company from them at the date of the notice given to owners of the meeting have been duly paid before the commencement of the meeting.

Thank you for your attention to the above. We otherwise look forward to seeing you at the meeting.

Yours faithfully,

Sascha Chapman-Hill
For and On Behalf of the Owners of Parkview 28 Sydenham Street Kewdale, Strata Plan 4872

Enc.

The Owners of Parkview 28 Sydenham Street Kewdale 28 Sydenham Street Strata Plan 4872

Notice of Annual General Meeting

Notice is hereby given that the Annual General Meeting of the above strata company will be held at ESM Offices, 15/443 Albany Highway, Victoria Park on Wednesday 1st October 2025, commencing at 05:00 pm.

Registration opens 15 minutes prior to the start time.

This notice is issued pursuant to Section 129 of the Strata Titles Act 1985, on 20/08/2025, being not less than 14 days prior to the holding of the meeting.

Please email your strata manager no less than 5 business days prior to the meeting to advise if you wish to attend the meeting electronically. If electronic attendance is permitted at this meeting, the manager will then email you the details of how you can participate remotely.

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

1. Forms of specific proxy
2. Information in respect to nomination and election of members of the council
3. Rules of Meetings for the conduct of Proceedings
4. The Agenda for the meeting
5. Statement of accounts for period 01/08/2024 to 31/07/2025
6. Budget of estimated expenditure from the administrative fund period 01/08/2025 to 31/07/2026
7. Any other documentation noted in the Agenda

Proxy Form for the General Meeting to be held on 1st October 2025

The Owners of Parkview 28 Sydenham Street Kewdale, Strata Scheme 4872

Please read the important notes below before completing this form

I/We, _____

being the owner/s of Lot number/s _____ hereby appoint:
(*Select only one of the below options by deleting the other two options)

***Option 1**

Name of proxy holder _____ or, failing his/her attendance at
the general meeting, the chairperson of the general meeting, **or**,

***Option 2**

The chairperson from time to time of general meetings of the strata company, **or**,

***Option 3**

Name of proxy holder _____ only,

to speak and act as my/our proxy holder and to vote for me/us at the general meeting to be
held on 1st October 2025 **and at any adjournment of that meeting.**

Dated this _____ day of _____ 20 _____

Signature of **sole** owner _____ or **all** co-owners _____

_____ owner _____ co-owner

_____ co-owner

_____ co-owner

Section Below For Use Only by an Incorporated Owner

In the case of an incorporated proprietor, this form requires the signature of a duly
authorised person authorised to sign by its constitution.

Director/Secretary/Attorney/Officer/Agent (*Delete those not applicable*)

IMPORTANT NOTES

- 1.Any natural person can hold a proxy form. That person does not have to be a proprietor.
- 2.An incorporated owner should appoint a natural person as its proxy holder if it intends to vote.
- 3.Except in the case of a unanimous resolution, co-owner of a lot (e.g. husband and wife) may only vote on a show of hands if a proxy form has been completed by all co-owner appointing one person to vote for them.
- 4.If possible, please complete and return the proxy form to the strata company manager well before the general meeting and confirm its safe receipt. Email: officeadmin@esmstrata.com.au
- 5.If you want to revoke this proxy form, please give notice of revocation to the proxy holder and the strata manager.
- 6.An incorrectly completed proxy may result in the proxy being invalid.

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Nomination for Election to Council for The Owners of Parkview 28 Sydenham Street Kewdale, Strata Scheme 4872

To the Chairperson
The Owners of Parkview 28 Sydenham Street Kewdale - Strata Plan 4872

I/we being the owner/co-owner of Lot ____ hereby nominate (please print)

..... (name of the person or corporate owner who is
being nominated) as a candidate for election to the council at the annual general meeting
of the strata company to be held on 1st October 2025

Name/s of nominator/s (please print):

Signature/s of nominator/s:

***Director/Secretary/Attorney/Officer/Agent**

*(*In the case of an incorporated owner, the nominator should delete those not applicable)*

Dated: _____

Consent to Nomination for Election to Council

I hereby advise that I/we consent to being nominated as a candidate for election to the
council of the strata company at the annual general meeting to be held on 01/10/2025
and, if elected, to serve as a member of the council.

Name of Nominee: _____ (Please print) of Lot: _____

Signature of Nominee: _____ Dated: _____

***Director/Secretary/Attorney/Officer/Agent**

*(*In the case of an incorporated owner, the nominator must delete those not applicable)*

IMPORTANT NOTES

1. This form of nomination and consent to nomination must be in the hands of the Chairperson of the Annual General Meeting prior to the close of nominations for that election. Email: officeadmin@esmstrata.com.au
 2. In the case of a **sole owner** written consent is only required if the candidate, being a natural person, is not personally present at the meeting.
 3. In the case of **co-owner** of a Lot the nomination must be in favour of one co-proprietor and signed by all co-proprietors, including the nominee.
 4. In the case of an **incorporated owner** the nomination and consent must be in writing and needs to be signed by a properly authorised person.
-

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ESM Strata Pty Ltd

Attachment to insurance schedule and provided with the notice of annual general meeting. Insurance requirements and important information for your Strata Company.

Compulsory Insurance Cover

Your strata company is required to comply with various insurance provisions of the Strata Titles Act, 1985 (WA) ("Act") and Section 97 set out the full insurance requirements. These requirements are insured under the current policy, details of which are shown on the attached insurance schedule

Buildings, fixtures and improvements

The sum insured for 'Buildings' must be for the replacement value as defined by the Act. We recommend that an independent valuation be carried out at a minimum of three to five yearly intervals to ensure that this cover is kept in line with current and projected building replacement costs and other increases in expenditure.

Public Liability

In the case of public liability risks the minimum amount under the Act is \$10 million. Many strata companies now insure for a minimum of \$20 million in residential schemes and as much as \$50 million where there is any commercial use of lots or common property.

Workers Compensation

We also suggest that every Strata Company effect's insurance in respect to possible liability under the Workers Compensation and Injury Management Act 2023. In any case, the Strata Company must have this cover if they have any employees.

Discretionary Insurance Cover

In addition to the compulsory insurances required under the Act, a Strata Company also has other risks it should consider covering because of its financial or legal responsibilities **for which it may become liable**. The Strata Company has the discretionary power to insure for other risks such as personal accident for voluntary workers, fidelity guarantee, office bearer's liability, machinery breakdown, catastrophe cover, government audit costs, and owner's fixtures and improvements.

Schedule of Insurance

The insurance schedule (renewal notice) shows which risks have been selected and the applicable sum insured amount. For a full understanding of the additional benefits applying to each policy you will need to review the policy wording or speak with the Insurer.

Important

Should you decide to seek an alternative quotation or change your insurance, your current insurance policy i.e. renewal should be the **minimum cover to be afforded by any new policy, including all additional and special benefits**. This means when seeking and comparing your existing policy with other quotations, great care should be exercised to ensure there is a 'like for like' comparison made and no reduction in cover or increase in risk for the strata plan and its owners. For more information about this please speak to your Strata Company Manager or broker.

General Advice Warning

The above information is not personal advice. This advice is general only and before a decision is made to insure, the product disclosure statement should be carefully reviewed. The strata company has been provided a copy of the relevant Insurers financial services guide and product disclosure statement and these are held as part of the records of the strata company and are open to personal inspection by owners pursuant to section 107 of the Act.

Disclosure of our Relationship, and any Commission Received

As an authorized representative/distributor of the following Insurer's and Agents, ESM Strata Pty Ltd receive a commission for arranging the insurance through the entities listed below. This relationship allows ESM Strata Pty Ltd to arrange Insurance, seek quotes, alter the policy coverage from time to time, lodge claims, speak to the assessor/claims department directly, and assist with the day-to-day Insurance needs of the Strata Company. A commission is paid to ESM Strata Pty Ltd of up to 20% of the base premium. This commission does not affect the premium you pay to the insurer. Please be advised, that if the Strata Company opts to use an alternative Insurer/Broker, additional charges may apply for work carried out relating to Insurance by ESM Strata Pty Ltd:

ESM Strata Pty Ltd are authorised representatives for the following:

- Authorised Representative # 269635 of CHU Underwriting Agencies (CHU) and an agent of the insurers QBE Insurance (Australia) Limited and QBE Workers Compensation (NSW) Limited.
- Authorised Representative # 269635 of Body Corporate Brokers Pty Ltd (BCB).
- Authorised Representative # 269635 of Professional Services Corporation Pty Ltd. (PSC)

ESM Strata Pty Ltd (ESM) are Distributors for the following:

- Strata Community Insurance Underwriting Agencies Pty Ltd (SCI) and an agent of the insurers, Allianz Australia Insurance Ltd.
- Honan Insurance Group (Australian Financial Service License No. 246749).

Product Disclosure Statements & Financial Services Guides for the above Insurers can be found on our Knowledge Base here:

<http://knowledgebase.esmstrata.com.au/74256-insurance/insurance-policies-pds-and-fsg>

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Rules of Meetings for the conduct of the proceedings at General Meetings of the Strata Company

1. Application.

These rules of meetings shall apply to all General Meetings of the Strata Company and remain subject to the provisions of the Strata Titles Act 1985 and the by-laws of the Strata Company.

2. Commencement and conclusion of General Meetings.

General Meetings shall, subject to the presence of a quorum, commence at the time notified in the notice of meeting and continue, subject to any adjournment of the meeting, until all business notified on the agenda is concluded.

3. Quorum

A quorum is one half of the owners registered on the strata roll.

4. Voting Eligibility

Any person / corporation registered on the strata roll or the appointed VALID proxy holder who has paid their levies PRIOR to the start of the meeting.

5. Proxy

For sole ownership, the owner need not sign a proxy form if attending physically or remotely. For co-ownership, the VALID proxy form must be signed by all co-owners.

For a corporation / in trust, an authorised officer of the company or trustee MUST sign the proxy form.

6. COO Nominations.

For sole ownership, the owner need not sign a nomination form if attending physically or remotely. For co-ownership, the VALID nomination form must be signed by all other co-owners. For a corporation / in trust, an authorised officer of the company or trustee MUST sign the nomination form.

Note: For each nomination to be valid, each nominee must agree to the nomination.

7. Motions.

The appointed chairperson of the meeting will ask for someone to move and second a motion and only those eligible to vote on a motion are eligible to move / second such a motion.

8. Debates

A debate can take place after a motion is seconded. Items of business are decided by a show of hands. Any request for a poll vote MUST be made PRIOR to the resolution being put to the meeting.

9. Speaking

Everyone has a right to speak. After the motion is read and the chairperson opens it for discussion, anyone wishing to speak MUST raise a hand and identify themselves and unit they represent BEFORE speaking.

Each person eligible to vote is allowed to speak for or against a motion for 2 minutes. All remarks are through the chairperson and through the chairperson to the meeting. The chairperson has the responsibility to monitor the time and relevance of the contents of the speaker to the motion being discussed.

10. Business of the meeting

Only those items of business shown in the agenda for the meeting may be discussed or determined by that meeting although, subject to the discretion of the Chairperson and the leave of the meeting, any other matters raised which are relevant to the affairs of the Strata Company may be discussed and referred to the elected Council of the Strata Company for their consideration and any appropriate or directed action.

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Agenda for the Annual General Meeting

S/Plan 4872 Parkview 28 Sydenham Street Kewdale 28 Sydenham Street

Generated at: 20/08/2025 02:01 pm

01/10/2025 05:00 pm

User: Sascha Chapman-Hill

1. Appointment of Chairperson for the meeting

Only required if the Chairperson of the Council is unavailable or unwilling to act.

2. Confirmation of Previous Minutes

Minutes of the last General Meeting have previously been distributed to owners.

Motion under notice –

1. That the previously circulated minutes of the General Meeting held on 18/09/2024 be confirmed as a true record of those proceedings.
2. Consideration of any matters arising from the minutes not otherwise provided for by this agenda.

3. Consideration of the Statement of Accounts

A copy of which is attached to this notice.

(Questions of a financial nature should be notified to the Strata Company not later than 3 business days prior to the meeting.)

Motion under notice –

That the Statement of Accounts for the period 01/08/2024 to 31/07/2025, showing an amount of \$21,445.90 net owners' funds, be adopted as presented.

4. Insurance Certificate of Currency

- A copy of the Certificate of Currency is attached to this notice.
- A copy of the Underwriter's PDS & FSG forms part of the Strata Company's records.
- A Valuation was last undertaken on .

Motion under notice –

That the Council of the Strata Company be directed to renew the Strata Company's Insurance Policy prior to it's expiry date in such sums as are suggested by the insurer or as are recommended by qualified professional advisors.

5. Insurance Valuation

ESM does not have a current Valuation on file.

Note: We've been advised by brokers that some Insurers are reluctant to quote where a building has not undertaken an Insurance Valuation within the last 3 years.

Motion under notice –

That the Council of the Strata Company be directed to obtain a common property replacement valuation by qualified professional advisors, and assess whether the Strata Company's building insurance should be amended to reflect the valuation sum.

6. Constitution of the Council of the Strata Company

Motion under notice –

- a) That the Council of the Strata Company consist of 4 owners.
- b) Chairperson to call for nominations of candidates for election to the Council;
And, if required will,
- c) Conduct a ballot to elect members of the Council.

Please note: ESM Strata recommend the Council of the Strata Company meet as soon as possible to assume office positions to comply with the requirements of the Strata Titles Act.

SPECIAL BUSINESS

7. Strata Company Financials Year By-Law

Motion under notice –

That the Strata Company resolves by resolution without dissent to add the following Schedule 1 Governance By-Law to the By-Laws that apply to the scheme:

11. Financial Year

That the financial year for the Strata Company is the period of 12 months ending on 31st July.

8. Consideration of Administrative Fund Budget

A copy of which is attached to this notice.

Motion under notice –

That the budget of estimated expenditure from the Administrative Fund (GST inclusive) for the period 01/08/2025, to 31/07/2026, amounting to \$17,775.00 (or as modified by the meeting) be adopted, and shall also be the same budget for the following 12 month period until amended at a future General Meeting.

9. Consideration of Reserve Fund Budget

A copy of which is attached to this notice.

Motion under notice –

That the budget of estimated expenditure from the Reserve Fund (GST inclusive) for the period 01/08/2025, to 31/07/2026, amounting to \$8,000.00 (or as modified by the meeting) be adopted, and shall also be the same budget for the following 12 month period until amended at a future general meeting.

10. Determination of the Levy of Contributions for the Administrative Fund

Motion under notice –

That the **Levy** of contributions on owners for the **Administrative Fund** (Ref 100(1) of the Strata Titles Act) be payable in advance, inclusive of GST, by instalments due and payable in the amounts and on the dates as shown below:

\$/Unit of Entitlement	For the Period	Due Date
\$550.00	01/10/2025 - 31/12/2025	01/10/2025 (previously approved)
\$550.00	01/01/2026 - 31/03/2026	01/01/2026
\$550.00	01/04/2026 - 30/06/2026	01/04/2026
\$550.00	01/07/2026 - 30/09/2026	01/07/2026

to raise an amount of \$13,200.00 in the financial year 01/08/2025 to 31/07/2026, and

\$/Unit of Entitlement	For the Period	Due Date
\$550.00	01/10/2026 - 31/12/2026	01/10/2026 (pre-issue)

The quarterly levies shall continue at the same rate until amended at a future General Meeting.

11. Determination of the Levy of Contributions for the Reserve Fund

Motion under notice –

That the **Levy** of contributions on owners for the **Reserve Fund** (Ref 100(2) of the Strata Titles Act) be payable in advance, inclusive of GST, by instalments due and payable in the amounts and on the dates as shown below:

\$/Unit of Entitlement	For the Period	Due Date
\$50.00	01/10/2025 - 31/12/2025	01/10/2025 (previously approved)
\$50.00	01/01/2026 - 31/03/2026	01/01/2026
\$50.00	01/04/2026 - 30/06/2026	01/04/2026
\$50.00	01/07/2026 - 30/09/2026	01/07/2026

to raise an amount of \$1,200.00 in the financial year 01/08/2025 to 31/07/2026, and

\$/Unit of Entitlement	For the Period	Due Date
\$50.00	01/10/2026 - 31/12/2026	01/10/2026 (pre-issue)

The quarterly levies shall continue at the same rate until amended at a future General Meeting.

12. Approval of Pre-Approval Expenditure Limit for the Strata Manager

Motion under notice –

That the Strata Company resolves by ordinary resolution that the Strata Manager is authorised to arrange repairs and maintenance for works to the Common Property up to a limit of \$500.00 excluding GST per item.

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

Note: Such matters may only be raised at the discretion of the Chair and with leave of the meeting.

14. Close of Meeting

Balance Sheet - S/Plan 4872
"PARKVIEW 28 SYDENHAM STREET KEWDALE"
28 SYDENHAM STREET, KEWDALE, WA 6105
For the Financial Period 01/08/2024 to 31/07/2025

	Administrative	Reserve	TOTAL THIS YEAR
Assets			
Cash At Bank			
Owners of Parkview Strata Plan 4872	\$13,883.69	\$8,116.56	\$22,000.25
Macquarie Bank BSB: 186-300 Acc No: 268271962			
Accounts Receivable (Debtors)	\$100.00	\$0.00	\$100.00
Total Assets	\$13,983.69	\$8,116.56	\$22,100.25
Liabilities			
Accounts Payable (GST Free)	\$654.35	\$0.00	\$654.35
Total Liabilities	\$654.35	\$0.00	\$654.35
Net Assets	\$13,329.34	\$8,116.56	\$21,445.90
Owners Funds			
Opening Balance	\$14,285.76	\$6,916.56	\$21,202.32
Net Income For The Period	\$(956.42)	\$1,200.00	\$243.58
Total Owners Funds	\$13,329.34	\$8,116.56	\$21,445.90

Income and Expenditure Statement - S/Plan 4872
"PARKVIEW 28 SYDENHAM STREET KEWDALE"
28 SYDENHAM STREET, KEWDALE, WA 6105
For the Financial Period 01/08/2024 to 31/07/2025

Administrative Fund

	TOTAL THIS YEAR	This Year Budget	Last Year Actual
Income			
Interest on Overdues	\$6.87	\$0.00	\$11.77
Levy Income A	\$13,200.00	\$13,200.00	\$13,200.00
National Energy Relief Offset	\$0.00	\$0.00	\$687.50
REIMB - Debt Collect/Legal	\$22.00	\$0.00	\$44.00
REIMB - Insurance Claim	\$0.00	\$0.00	\$852.97
REIMB - Section 110(1) & (2) fee	\$280.00	\$0.00	\$840.00
REIMB - Strata Title Info	\$0.00	\$0.00	\$50.00
Total Administrative Fund Income	\$13,508.87	\$13,200.00	\$15,686.24
Expenses			
ATO Compliance	\$130.00	\$130.00	\$130.00
Additional Strata Mment Fees	\$29.32	\$20.00	\$0.00
Asbestos Management	\$0.00	\$0.00	\$792.00
By-Laws/Consolidation	\$0.00	\$600.00	\$0.00
Debt Collection - Expense	\$22.00	\$0.00	\$44.00
Electricity - Common	\$1,327.36	\$900.00	\$882.09
Insurance	\$4,472.00	\$4,900.00	\$4,336.00
Insurance Claim	\$0.00	\$500.00	\$0.00
M&R - Electrical	\$0.00	\$500.00	\$865.70
M&R - Gardens & Lawns	\$745.00	\$1,500.00	\$869.76
M&R - General	\$1,237.50	\$2,000.00	\$1,682.97
M&R - Gutter Cleaning/Repairs	\$440.00	\$850.00	\$0.00
Meeting Fees & Expenses	\$275.00	\$275.00	\$275.00
Section 110(1) & Section 110(2) - Fee	\$308.00	\$0.00	\$924.00
Strata Mment Fee	\$2,917.05	\$2,900.00	\$2,832.12
Strata Title Information	\$0.00	\$0.00	\$50.00
Water Consumption	\$2,562.06	\$1,850.00	\$1,751.81
Total Administrative Fund Expenses	\$14,465.29	\$16,925.00	\$15,435.45
Administrative Fund Surplus/Deficit	\$(956.42)	\$(3,725.00)	\$250.79

Income and Expenditure Statement - S/Plan 4872
"PARKVIEW 28 SYDENHAM STREET KEWDALE"
28 SYDENHAM STREET, KEWDALE, WA 6105
For the Financial Period 01/08/2024 to 31/07/2025

Reserve Fund

	TOTAL THIS YEAR	This Year Budget	Last Year Actual
Income			
Interest on Overdues	\$0.00	\$0.00	\$0.88
Levy Income R	\$1,200.00	\$1,200.00	\$1,200.00
Total Reserve Fund Income	\$1,200.00	\$1,200.00	\$1,200.88
Expenses			
Total Reserve Fund Expenses	\$0.00	\$0.00	\$0.00
Reserve Fund Surplus/Deficit	\$1,200.00	\$1,200.00	\$1,200.88



CERTIFICATE OF CURRENCY

THE INSURED

POLICY NUMBER	WRSC19002069
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording SCI034-Policy-RS-PPW-02/2021 Supplementary Product Disclosure Statement SCIA-036_SPDS_RSC-10/2021
THE INSURED SITUATION	The Owners of Parkview 28 Sydenham Street Kewdale Strata Plan 4872 28 Sydenham Street, Kewdale, WA, 6105
PERIOD OF INSURANCE	Commencement Date: 4:00pm on 26/05/2025 Expiry Date: 4:00pm on 26/05/2026
INTERMEDIARY	PSC Property Lync Insurance Brokers
ADDRESS	PO Box 7476, Cloisters Square PO, WA, 6850
DATE OF ISSUE	22/05/2025

POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	\$1,568,624
		Common Area Contents	\$15,686
		2. Terrorism Cover under Section 1 Part A2	Applies
	PART B	Loss of Rent/Temporary Accommodation	\$235,294
	OPTIONAL COVERS	1. Flood	Included
		2. Floating Floors	Included
SECTION 2	Liability		\$20,000,000
SECTION 3	Voluntary Workers		Included
SECTION 4	Workers Compensation		Selected
SECTION 5	Fidelity Guarantee		\$100,000
SECTION 6	Office Bearers' Liability		\$1,000,000
SECTION 7	Machinery Breakdown		Not Included
SECTION 8	Catastrophe		Not Included
SECTION 9	PART A	Government Audit Costs – Professional Fees	\$25,000
	PART B	Appeal Expenses	\$100,000
	PART C	Legal Defence Expenses	\$50,000
SECTION 10	Lot Owners' Fixtures and Improvements		\$300,000
SECTION 11	Loss of Lot Market Value		Not Included

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

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

ESM Strata Pty Ltd

Proposed Budget for Strata Company 4872

PARKVIEW 28 SYDENHAM STREET KEWDALE, 28 Sydenham Street KEWDALE

Prepared by ESM Strata Pty Ltd (ABN 30641043183)
PO Box 779 VICTORIA PARK WA 6979 Ph 9362 1166 Fax

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Page 1

Aggregate Units of Entitlement (UOE) 6	Proposed Budget (01/08/2025-31/07/2026)	Adjustment	Current Year (01/08/2024-31/07/2025)			Last Year (01/08/2023-31/07/2024)		
			Budget	Actual	Variance	Budget	Actual	Variance
Administrative Fund- Contribution Schedule								
ATO Compliance	\$130.00		\$130.00	\$130.00	\$0.00	\$125.00	\$130.00	\$-5.00
Additional Strata Mment Fees	\$20.00		\$20.00	\$29.32	\$-9.32	\$20.00	\$0.00	\$20.00
Asbestos Management	\$0.00		\$0.00	\$0.00	\$0.00	\$745.00	\$792.00	\$-47.00
By-Laws/Consolidation	\$600.00		\$600.00	\$0.00	\$600.00	\$600.00	\$0.00	\$600.00
Debt Collection - Expense	\$0.00		\$0.00	\$22.00	\$-22.00	\$0.00	\$44.00	\$-44.00
Electricity - Common	\$900.00		\$900.00	\$1,327.36	\$-427.36	\$850.00	\$882.09	\$-32.09
Insurance	\$5,000.00		\$4,900.00	\$4,472.00	\$428.00	\$4,000.00	\$4,336.00	\$-336.00
Insurance Claim	\$500.00		\$500.00	\$0.00	\$500.00	\$500.00	\$0.00	\$500.00
M&R - Electrical	\$500.00		\$500.00	\$0.00	\$500.00	\$500.00	\$865.70	\$-365.70
M&R - Gardens & Lawns	\$1,500.00		\$1,500.00	\$745.00	\$755.00	\$1,640.00	\$869.76	\$770.24
M&R - General	\$2,000.00		\$2,000.00	\$1,237.50	\$762.50	\$2,000.00	\$1,682.97	\$317.03
M&R - Gutter Cleaning/Repairs	\$850.00		\$850.00	\$440.00	\$410.00	\$850.00	\$0.00	\$850.00
Meeting Fees & Expenses	\$275.00		\$275.00	\$275.00	\$0.00	\$220.00	\$275.00	\$-55.00
Section 110(1) & Section 110(2) - Fee	\$0.00		\$0.00	\$308.00	\$-308.00	\$0.00	\$924.00	\$-924.00
Strata Mment Fee	\$2,900.00		\$2,900.00	\$2,917.05	\$-17.05	\$2,850.00	\$2,832.12	\$17.88
Strata Title Information	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$50.00	\$-50.00
Water Consumption	\$2,600.00		\$1,850.00	\$2,562.06	\$-712.06	\$1,850.00	\$1,751.81	\$98.19
TOTAL ADMIN FUND	\$17,775.00		\$16,925.00	\$14,465.29	\$2,459.71	\$16,750.00	\$15,435.45	\$1,314.55
TOTAL ADMIN BUDGET	\$17,775.00		\$16,925.00			\$16,750.00		

ESM Strata Pty Ltd

Proposed Budget for Strata Company 4872

PARKVIEW 28 SYDENHAM STREET KEWDALE, 28 Sydenham Street KEWDALE

Prepared by ESM Strata Pty Ltd (ABN 30641043183)
PO Box 779 VICTORIA PARK WA 6979 Ph 9362 1166 Fax

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Page 2

Aggregate Units of Entitlement (UOE) 6	Proposed Budget (01/08/2025-31/07/2026)	Adjustment	Current Year (01/08/2024-31/07/2025)			Last Year (01/08/2023-31/07/2024)		
			Budget	Actual	Variance	Budget	Actual	Variance
Reserve Fund-								
<i>Contribution Schedule</i>								
Special Projects	\$8,000.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL RESERVE FUND	\$8,000.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL RESERVE BUDGET	\$8,000.00		\$0.00			\$0.00		

ESM Strata Pty Ltd
Proposed Budget for Strata Company 4872

PARKVIEW 28 SYDENHAM STREET KEWDALE, 28 Sydenham Street KEWDALE

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Budget Summary (01/08/2025-31/07/2026)

	Proposed	1st Instalment 01/10/2025	2nd Instalment 01/01/2026	3rd Instalment 01/04/2026	4th Instalment 01/07/2026	TOTAL (01/08/2025-31/07/2026)	Next Pre Issue 01/10/2026
Administrative Fund	\$17,775.00	\$3,300.00	\$3,300.00	\$3,300.00	\$3,300.00	\$13,200.00	\$3,300.00
Reserve Fund	\$8,000.00	\$300.00	\$300.00	\$300.00	\$300.00	\$1,200.00	\$300.00
Contribution Schedule Total	\$25,775.00	\$3,600.00	\$3,600.00	\$3,600.00	\$3,600.00	\$14,400.00	\$3,600.00
Amount to Collect	\$25,775.00	\$3,600.00	\$3,600.00	\$3,600.00	\$3,600.00	\$14,400.00	\$3,600.00

ESM Strata Pty Ltd
Proposed Budget for Strata Company 4872

PARKVIEW 28 SYDENHAM STREET KEWDALE, 28 Sydenham Street KEWDALE

Prepared by ESM Strata Pty Ltd (ABN 30641043183)
PO Box 779 VICTORIA PARK WA 6979 Ph 9362 1166 Fax

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Levy Adjustment Summary (01/08/2025-31/07/2026)

Contribution Schedule			Aggregate Units of Entitlement (UOE) - 6		
Due Date	Levy Period	Admin	Reserve	Total	
01/10/2025	01/10/2025 - 31/12/2025	\$550.00	\$50.00	\$600.00	Pre Issued
01/01/2026	01/01/2026 - 31/03/2026	\$550.00	\$50.00	\$600.00	
01/04/2026	01/04/2026 - 30/06/2026	\$550.00	\$50.00	\$600.00	
01/07/2026	01/07/2026 - 30/09/2026	\$550.00	\$50.00	\$600.00	
Financial Year Total per Units of Entitlement		\$2,200.00	\$200.00	\$2,400.00	
Financial Year Aggregate		\$13,200.00	\$1,200.00	\$14,400.00	
Proposed Budget Amount		\$17,775.00	\$8,000.00	\$25,775.00	
01/10/2026	01/10/2026 - 31/12/2026	\$550.00	\$50.00	\$600.00	Pre Issue Next Year
Next Year Pre Issue Aggregate		\$3,300.00	\$300.00	\$3,600.00	

Balance Sheet - S/Plan 4872
"PARKVIEW 28 SYDENHAM STREET KEWDALE"
28 SYDENHAM STREET, KEWDALE, WA 6105
For the Financial Period 01/08/2024 to 31/07/2025

	Administrative	Reserve	TOTAL THIS YEAR
Assets			
Cash At Bank			
Owners of Parkview Strata Plan 4872	\$13,883.69	\$8,116.56	\$22,000.25
Macquarie Bank BSB: 186-300 Acc No: 268271962			
Accounts Receivable (Debtors)	\$100.00	\$0.00	\$100.00
Total Assets	\$13,983.69	\$8,116.56	\$22,100.25
Liabilities			
Accounts Payable (GST Free)	\$654.35	\$0.00	\$654.35
Total Liabilities	\$654.35	\$0.00	\$654.35
Net Assets	\$13,329.34	\$8,116.56	\$21,445.90
Owners Funds			
Opening Balance	\$14,285.76	\$6,916.56	\$21,202.32
Net Income For The Period	\$(956.42)	\$1,200.00	\$243.58
Total Owners Funds	\$13,329.34	\$8,116.56	\$21,445.90

Income and Expenditure Statement - S/Plan 4872
"PARKVIEW 28 SYDENHAM STREET KEWDALE"
28 SYDENHAM STREET, KEWDALE, WA 6105
For the Financial Period 01/08/2024 to 31/07/2025

Administrative Fund

	TOTAL THIS YEAR	This Year Budget	Last Year Actual
Income			
Interest on Overdues	\$6.87	\$0.00	\$11.77
Levy Income A	\$13,200.00	\$13,200.00	\$13,200.00
National Energy Relief Offset	\$0.00	\$0.00	\$687.50
REIMB - Debt Collect/Legal	\$22.00	\$0.00	\$44.00
REIMB - Insurance Claim	\$0.00	\$0.00	\$852.97
REIMB - Section 110(1) & (2) fee	\$280.00	\$0.00	\$840.00
REIMB - Strata Title Info	\$0.00	\$0.00	\$50.00
Total Administrative Fund Income	\$13,508.87	\$13,200.00	\$15,686.24
Expenses			
ATO Compliance	\$130.00	\$130.00	\$130.00
Additional Strata Mment Fees	\$29.32	\$20.00	\$0.00
Asbestos Management	\$0.00	\$0.00	\$792.00
By-Laws/Consolidation	\$0.00	\$600.00	\$0.00
Debt Collection - Expense	\$22.00	\$0.00	\$44.00
Electricity - Common	\$1,327.36	\$900.00	\$882.09
Insurance	\$4,472.00	\$4,900.00	\$4,336.00
Insurance Claim	\$0.00	\$500.00	\$0.00
M&R - Electrical	\$0.00	\$500.00	\$865.70
M&R - Gardens & Lawns	\$745.00	\$1,500.00	\$869.76
M&R - General	\$1,237.50	\$2,000.00	\$1,682.97
M&R - Gutter Cleaning/Repairs	\$440.00	\$850.00	\$0.00
Meeting Fees & Expenses	\$275.00	\$275.00	\$275.00
Section 110(1) & Section 110(2) - Fee	\$308.00	\$0.00	\$924.00
Strata Mment Fee	\$2,917.05	\$2,900.00	\$2,832.12
Strata Title Information	\$0.00	\$0.00	\$50.00
Water Consumption	\$2,562.06	\$1,850.00	\$1,751.81
Total Administrative Fund Expenses	\$14,465.29	\$16,925.00	\$15,435.45
Administrative Fund Surplus/Deficit	\$(956.42)	\$(3,725.00)	\$250.79

Income and Expenditure Statement - S/Plan 4872
"PARKVIEW 28 SYDENHAM STREET KEWDALE"
28 SYDENHAM STREET, KEWDALE, WA 6105
For the Financial Period 01/08/2024 to 31/07/2025

Reserve Fund

	TOTAL THIS YEAR	This Year Budget	Last Year Actual
Income			
Interest on Overdues	\$0.00	\$0.00	\$0.88
Levy Income R	\$1,200.00	\$1,200.00	\$1,200.00
Total Reserve Fund Income	\$1,200.00	\$1,200.00	\$1,200.88
Expenses			
Total Reserve Fund Expenses	\$0.00	\$0.00	\$0.00
Reserve Fund Surplus/Deficit	\$1,200.00	\$1,200.00	\$1,200.88

Attachment 6

INSTRUCTIONS

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

NOTES

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

ENDORISING INSTRUCTION

Amend By Laws on SP 4872

EXAMINED

Uly

B. Kemp

16748/6/92-3M-L/5696

OFFICE USE ONLY

G 408960 AE

28 Feb, 1997 12:25:24 Midland



REG. \$ 60.00



ASMS

2/1 FITZGERALD STREET
NORTHBRIDGE W.A. 6003

PHONE No.

FAX No.

REFERENCE No. *28 Sydenham*

ISSUING BOX No.

PREPARED BY

ASMS

ADDRESS 2/1 FITZGERALD STREET
NORTHBRIDGE W.A. 6003

PHONE No.

FAX No.

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

TITLES, LEASES, DECLARATIONS ETC. LODGED HEREWITH

1. _____ Received Items
2. _____ Nos.
3. _____
4. _____
5. _____
6. _____ Receiving Clerk *[Signature]*

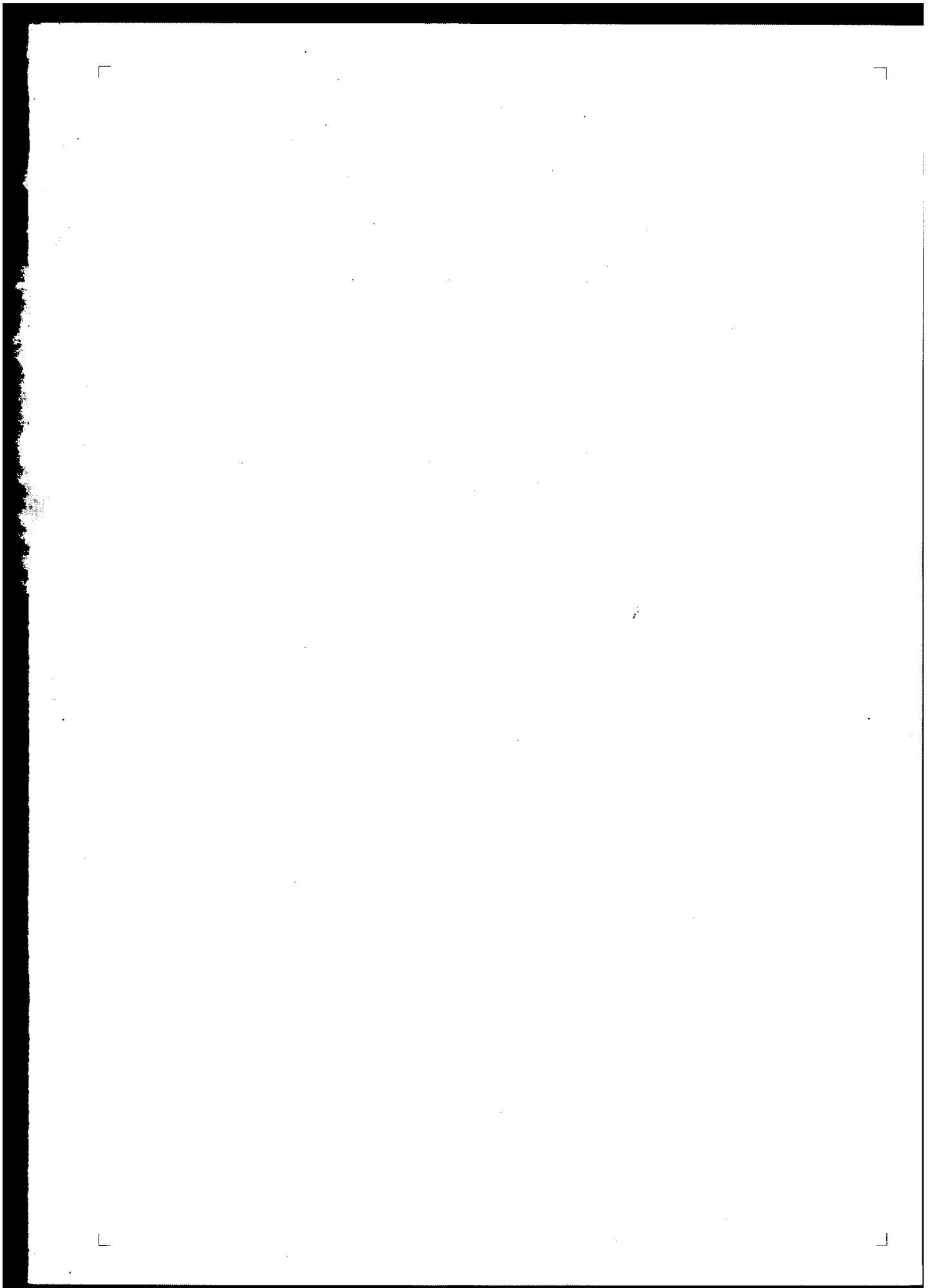
Registered pursuant to the provisions of the TRANSFER OF LAND ACT
1893 as amended on the day and time shown above and particulars
entered in the Register Book.

INITIALS OF
SIGNING
OFFICER

C/

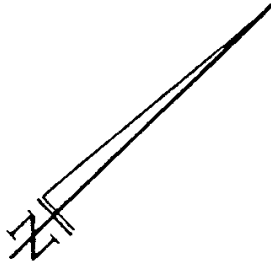


REGISTRAR OF TITLES

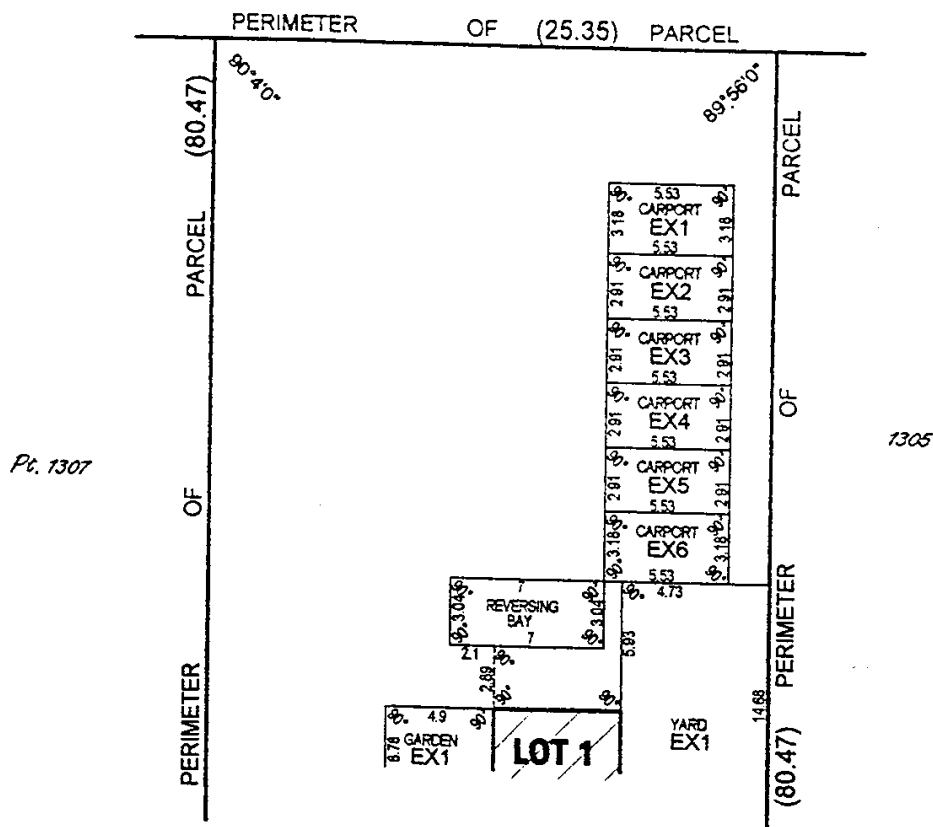


ALL THE AREAS NUMBERED ON THE SKETCH ARE FOR THE
EXCLUSIVE USE OF THE CORRESPONDING NUMBERED STRATA LOT

SHEET 1B OF



SYDENHAM STREET



JOINS SHEET 1A OF 1



E Kemp

**EXCLUSIVE USE FOR "PARKVIEW"
ON STRATA PLAN 4872, LOT 1306 ON PLAN 3490(4)
SYDENHAM STREET, KEWDALE.**

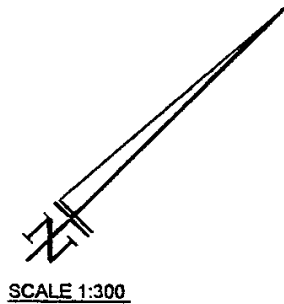
ALL THE AREAS NUMBERED ON THE SKETCH ARE FOR THE
EXCLUSIVE USE OF THE CORRESPONDING NUMBERED STRATA LOT

ALL ANGLES 90° UNLESS OTHERWISE NOTED

Ex is "for exclusive use"

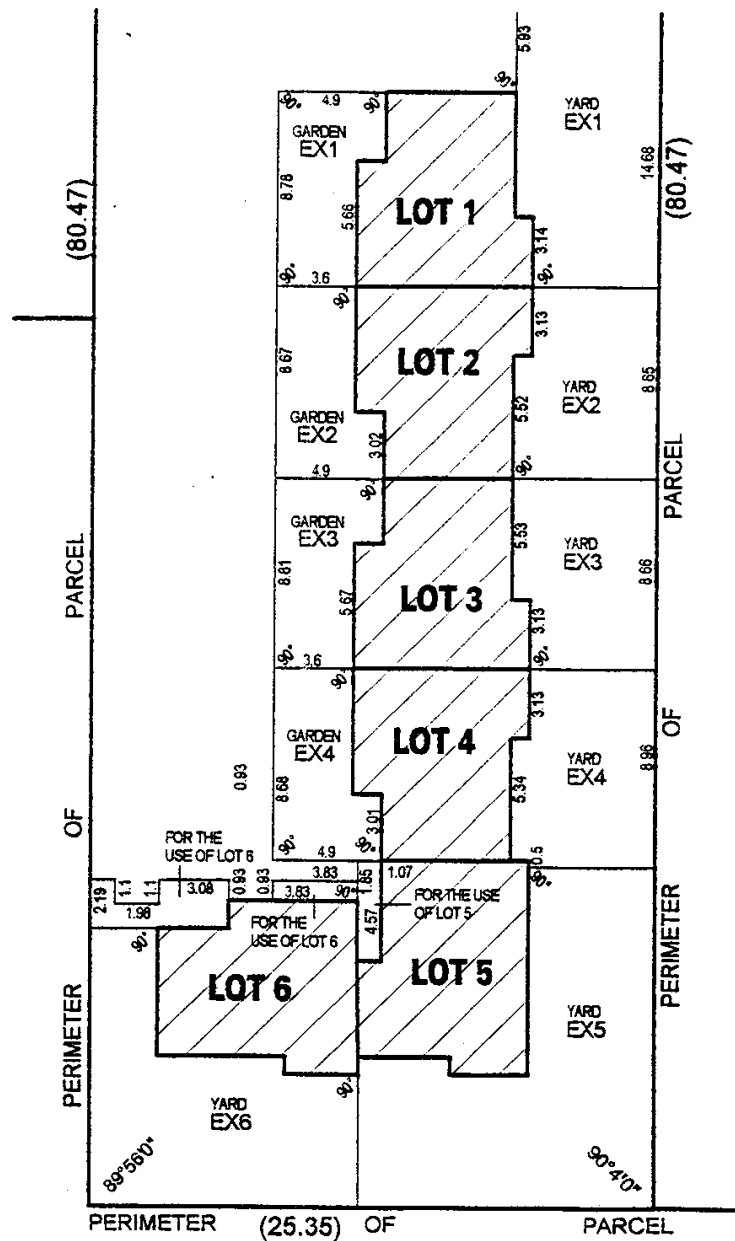
SHEET 1A OF 1

JOINS SHEET 1B OF 1



Pt. 1307

Diagram 25012



E Kemp

approval of the Strata Company. Further a registered proprietor shall not seek or apply to the WVA Planning Commission, Local Authority, or any other statutory authority for a change of use of the exclusive use areas as marked on the attached plan, without first obtaining the written approval of the Strata Company.

The allocation of the exclusive use area shall be continuous until the termination of the Strata Scheme or until this by-law is repealed by a Resolution without Dissent and such repeal is registered on the Strata Plan

BY-LAW 18 REVERSING BAY

The Proprietors, Occupiers or Residents of Lots 1,2,3,4,5 & 6 shall be permitted to use the area at the rear of the common driveway marked 'REVERSING BAY' on the attached plan as a reversing bay. No vehicles are permitted to be parked in this area, with the exception being the 'picking up and setting down' of passengers, with vehicles vacating this area immediately after.

: And by a Special Resolution duly passed on the 28th January, 1997
the By-Laws contained in Schedule 2 of the Strata Titles Act 1985
[as amended]

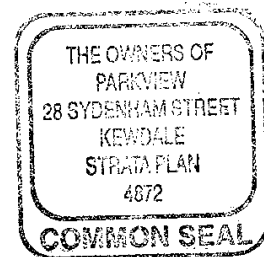
as they applied to the Strata Company, were ADOPTED.

The Common Seal of the Owners of 'PARKVIEW 28 Sydenham Street KEWDALE' Strata Plan 4872 was hereunto affixed

on the 24th day of February 1997

in the presence of E Kemp Council Member

in the presence of A. May Council Member



BLANK INSTRUMENT FORM

FORM 21

(Note 1)

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

The Owners of 'PARKVIEW 28 Sydenham Street KEWDALE Strata Plan 4872 hereby certify:-

- : That by Resolution Without Dissent duly passed on the 28th January, 1997 the by-laws contained in the Schedule Part 1 & 11 of the 1966 Strata Titles Act

as they applied to the Strata Company, were REPEALED

- : And the Schedule 1 By-Laws of the Strata Titles Act 1985 [as amended] were ADOPTED
- : And by the same Resolution duly passed on the 28th January, 1997 the By-Laws in Schedule 1 of the Strata Titles Act 1985 [as amended]

as they applied to the Strata Company, were ADDED to as follows:--

BY-LAW 16 ALLOCATION OF EXCLUSIVE USE CARPORTS

The Proprietors of Lots 1,2,3,4,5 & 6 are granted the exclusive use of the carports as marked 'CARPORTS' on the attached plan, provided that the registered proprietor of the lot shall not allow the storage of any material within the allocated area and shall keep the allocated area in a neat and tidy manner and provided further that the registered proprietor shall only allow the parking of a private motor vehicle in the allocated area and no commercial vehicle, caravan, trailer, float or any other vehicle which is not compatible with the residential property shall be permitted unless written approval from the Strata Company is obtained.

The allocation of the exclusive use area shall be continuous until the termination of the Strata Scheme or until this by-law is repealed by a Resolution without Dissent and such repeal registered on the Strata Plan

The registered Proprietors of the contiguous exclusive use carports shall have a pedestrian right-of-way over the contiguous exclusive use carport to allow access to and from parked vehicles.

Notwithstanding Section 42[8] the Strata Company will retain the responsibility to properly maintain and keep in a state of good and serviceable repair of these carports delineated on the attached plan.

BY-LAW 17 ALLOCATION OF EXCLUSIVE USE COURTYARD/GARDENS

The Proprietors of Lots 1,2,3,4,5 & 6 shall be entitled to the exclusive use of the rear courtyard gardens as marked 'YARDS' on the attached plan, and the Proprietors of Lots 1,2,3 & 4 shall be entitled to the exclusive use of the front garden areas as marked 'GARDEN' on the attached plan, and the Proprietors of Lot 6 shall be entitled to the exclusive use of the side garden and area outside the front of Lot 6 and along the Front Wall of Lot 6 as marked 'FOR THE USE OF LOT 6' on the attached plan, and the Proprietor of Lot 5 shall be entitled to the exclusive use of the walkway along the front of Lot 5 as marked 'FOR THE USE OF LOT 5' on the attached plan, provided that no registered proprietor shall alter, modify, erect or carry out any improvements on the common property for which exclusive use has been granted without first receiving the written

B Kemp

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Attachment 7 (1 of 2)

10/03/2025

Hossein Mohammadi & Mina Yousefi
3/156 Hubert Street
EAST VICTORIA PARK 6101 WA



Dear Hossein Mohammadi & Mina Yousefi,

Re: Strata Company Levy Notice – 3 28 Sydenham Street

Please find enclosed your current levy notice.

Please review the description and due date on the levy notice prior to making your payment.

Please disregard this reminder if any of the following apply:

- Your levy is already been pre-paid and is up to date.
- The attachment contains only a utility invoice (please contact the office if you have not received the original invoice).
- If you are paying by direct debit, and the amount due will be automatically paid with your next scheduled payment.

Thank you for your attention to this matter.

ESM Strata
For and On Behalf of the Owners of Parkview 28 Sydenham Street Kewdale

Hossein Mohammadi & Mina Yousefi
3/156 Hubert Street
EAST VICTORIA PARK WA 6101

4872/3/10/03/2025
Tax Invoice
26 396 765 590
Date of Notice 10/03/2025

hossein.mohdi@gmail.com

Levy Notice

The levy contribution for the Owners of Strata Plan 4872 is payable by the due date^.

^Reference Section 100 of the Strata Titles Act 1985.

RE: The Owners of Parkview 28 Sydenham Street Kewdale Strata Scheme 4872
Lot 3, Unit 3, 28, Sydenham Street, KEWDALE

Details	Admin Due	Reserve Due	Paid	Interest Paid	Interest Due	Due Date	Total Due
Standard Levy Contribution Schedule (01/04/25 - 30/06/25)	\$550.00	\$50.00	\$0.00	\$0.00	\$0.00	01/04/2025	\$600.00
No GST has been charged.						Total due: \$600.00	

Please make your payment into the Strata Company account using the payment methods listed below.

Section 100(4)(b) of the Strata Titles Act 1985 provides for Interest on unpaid levies to be charged at 11.00% p.a.

** Visit www.esmstrata.com.au and update your details to receive your levy reminder via email **

 Our **online portal** is now live <https://portal.propertyiq.com.au/>
● Check your account balance ● Download levies and statements ● Set reminders ● Pay your levies



Ways to pay



CARD OR DIRECT DEBIT

DEFT Reference Number
268271962 28544

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



BPAY

Billers Code: 96503
Ref: 268271962 28544

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



POST BILLPAY



*496 268271962 28544

Pay in-store at Australia Post by eftpos or cheque.
Cheques payable to Owners of Parkview Strata Plan 4872

Attachment 7 (2 of 2)

10/06/2025

Lot 3

Hossein Mohammadi & Mina Yousefi
3/156 Hubert Street
EAST VICTORIA PARK 6101 WA



Dear Hossein Mohammadi & Mina Yousefi,

Re: Strata Company Levy Notice – 3 28 Sydenham Street

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ESM Strata

For and On Behalf of the Owners of Parkview 28 Sydenham Street Kewdale

Hossein Mohammadi & Mina Yousefi
3/156 Hubert Street
EAST VICTORIA PARK WA 6101

4872/3/10/06/2025
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^Reference Section 100 of the Strata Titles Act 1985.

**RE: The Owners of Parkview 28 Sydenham Street Kewdale Strata Scheme 4872
Lot 3, Unit 3, 28, Sydenham Street, KEWDALE**

Details	Admin Due	Reserve Due	Paid	Interest Paid	Interest Due	Due Date	Total Due
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No GST has been charged.						Total due: \$600.00	

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● Check your account balance ● Download levies and statements ● Set reminders ● Pay your levies



Ways to pay



CARD OR DIRECT DEBIT

DEFT Reference Number
26827196228544

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BPAY

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



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*496 268271962 28544

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Cheques payable to Owners of Parkview Strata Plan 4872