



Precontractual Disclosure Statement to the Buyer

Part A | General Information about strata titles schemes

What you need to know

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

Instruction for the seller

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

Information for the buyer

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

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

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

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

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

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



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

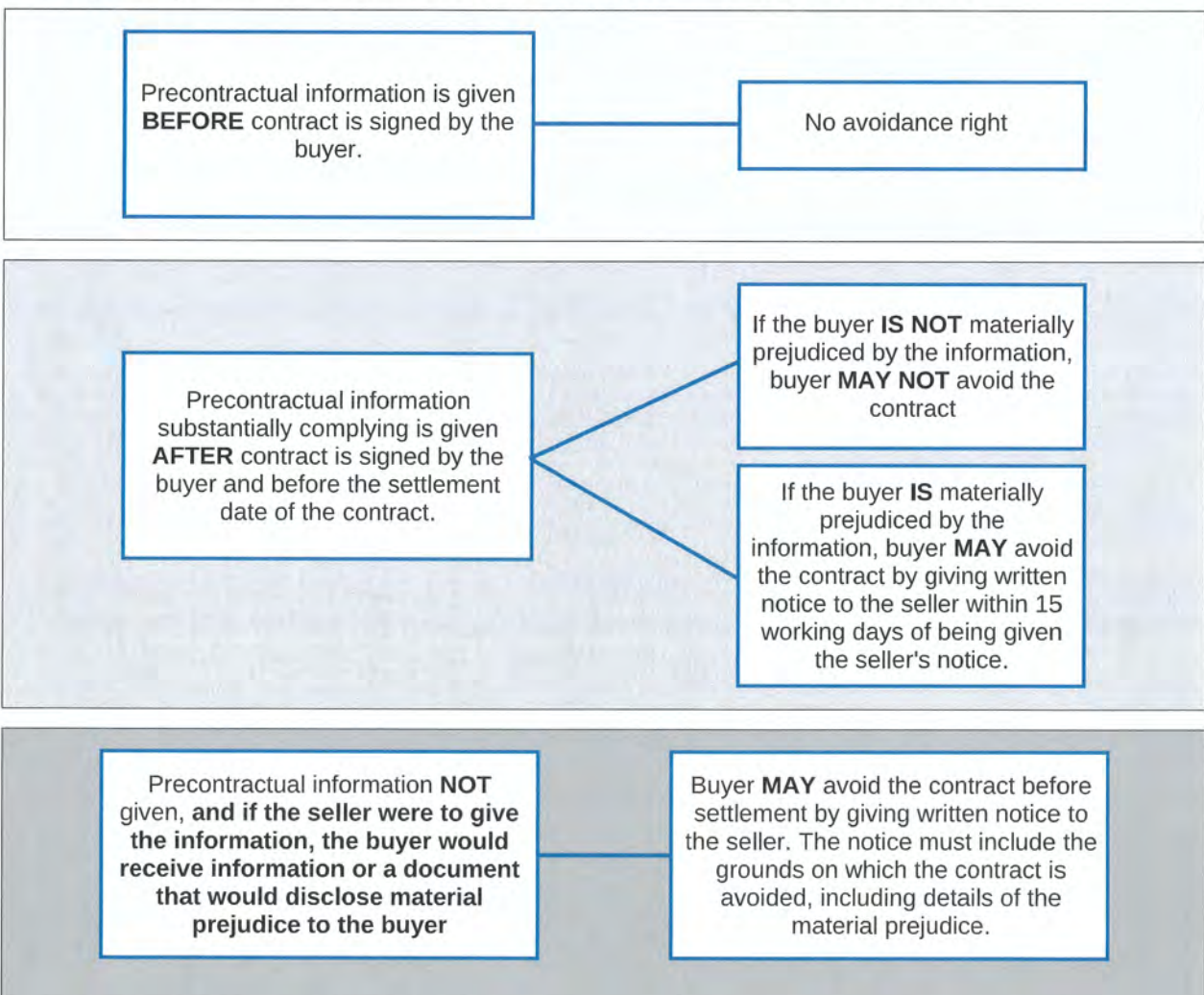
A buyer may consider seeking more information about the lot, the strata company and the strata / survey-strata scheme by asking the seller to provide it, or by making an application to the strata company for more information under section 107 of the Act.

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

Buyer's avoidance rights

Avoidance rights for failure to give precontractual information to the buyer

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



Avoidance rights for notifiable variations

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

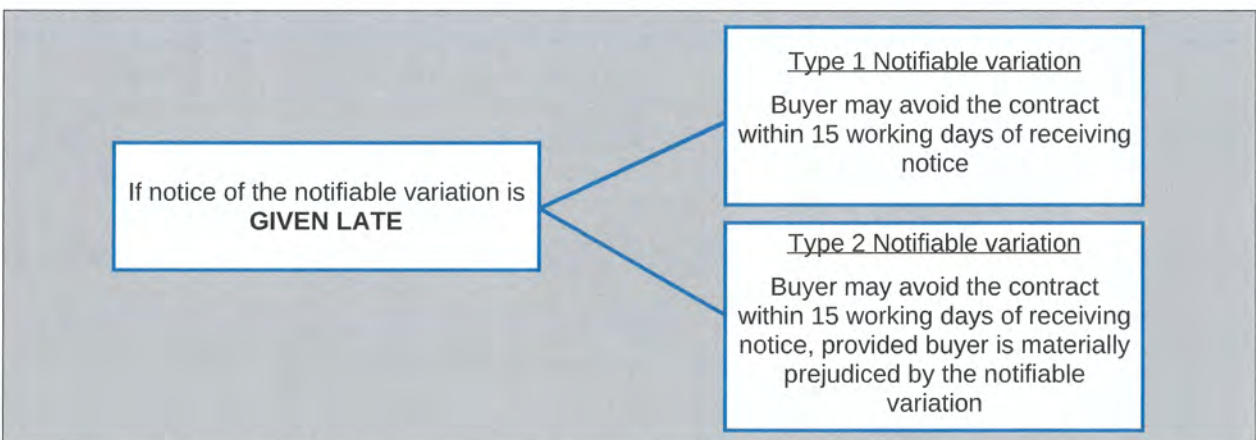
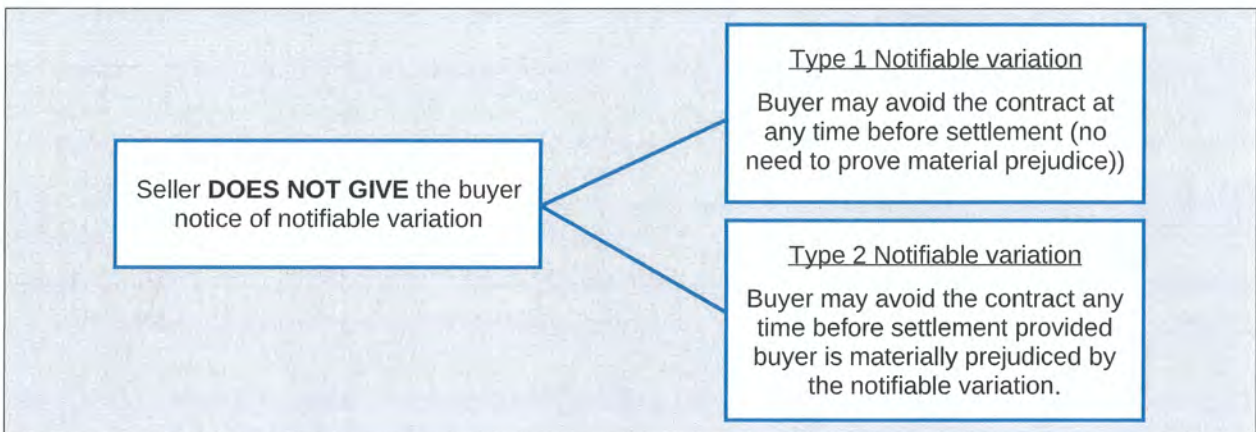
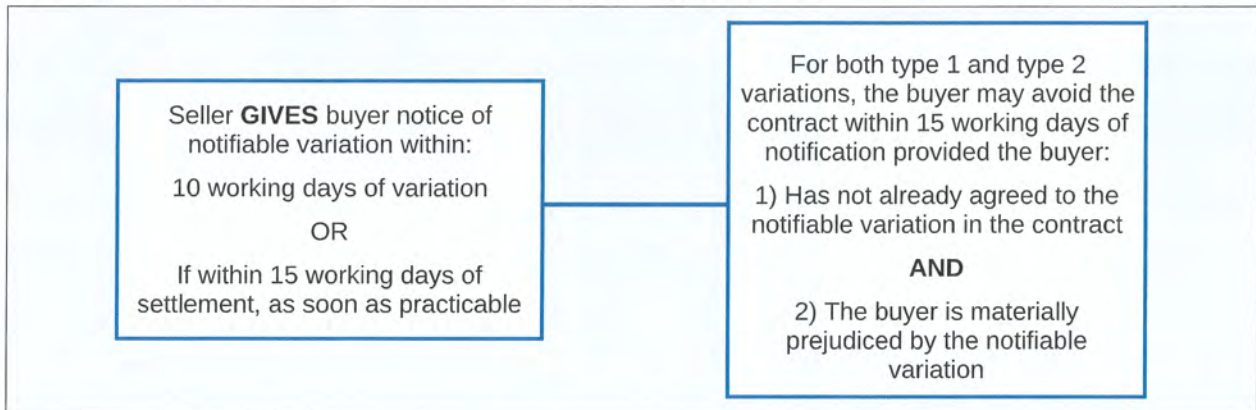
Type 1 and Type 2 notifiable variations are as follows:

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

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

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

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



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

Buyer's right to postpone settlement

The buyer has a right to postpone 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 Nazife KORKMAZ

Address C/- 12A Archer Street Carlisle WA 6101

Telephone/mobile C/- 9362 4489 Email C/- sales@thinkpinkeraalty.com.au

Name _____

Address _____

Telephone/mobile _____ Email _____

Scheme Information

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

Scheme Details

Scheme name 201 Treasure Road Queens Park

Name of the strata company N/A

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

Name of Strata Manager _____

Address of Strata Manager _____

Telephone/Mobile _____

Email _____

The status of the scheme is:

proposed

registered

The scheme type is:

strata

survey-strata

The tenure type is

freehold

leasehold



For leasehold only:

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

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

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

Att.

Scheme Documents (must be attached)

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

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

A copy of the scheme by-laws 2 _____

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 3 _____

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

Additional comments: _____

Minutes (choose one option)

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

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

A statement of why the seller has been unable to obtain the minutes 4 _____

Additional comments: _____

Statement of accounts (choose one option)

The statement of accounts last prepared by the strata company - _____

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

A statement of why the seller has been unable to obtain a statement of accounts 4 _____

** Note that section 140(1) sets out that 2-lot schemes are not required to keep minutes or statements of account, and section 140(2) 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)

201 Treasure Road Queens Park _____

Lot 1-2-3 on scheme plan no. 68257

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

Voting right restrictions

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

If yes, describe the restriction _____

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

Exclusive use by-laws

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

If yes, please give details _____

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

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

Contributions that have been determined within the previous 12 months

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

	Actual (\$)	OR	Estimated (\$) 12 months after the proposed settlement date
Administrative fund:	_____		_____
Reserve fund:	_____		_____
Other levy (attach details)	<u>SHARED STRATA INSURANCE</u>		<u>5</u>
<input checked="" type="checkbox"/> Actual <input type="checkbox"/> Estimated total contribution for the lot	\$ <u>3,200.00</u>		
Payable <input checked="" type="checkbox"/> annually <input type="checkbox"/> bi-annually <input type="checkbox"/> quarterly <input type="checkbox"/> other:	<u>\$1,056 - UE PORTION</u>		
Due dates _____ on _____			_____ 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 \$ _____

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



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

Additional comments: _____

Scheme developer specific information

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

Att.

The scheme developer is defined as:

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

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

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

Statement of estimated income and expenditure

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

Additional comments: _____

Agreements for amenity or service

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

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 arising out of a contract for the provision of services or amenities described above, any other contract that binds the strata company or a lease or licence of the common property in the strata titles scheme?

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  _____
10AFEF6556E641F...

Name Nazife KORKMAZ

Date 20/3/2024

Signature _____

Name _____

Date _____

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

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

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

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

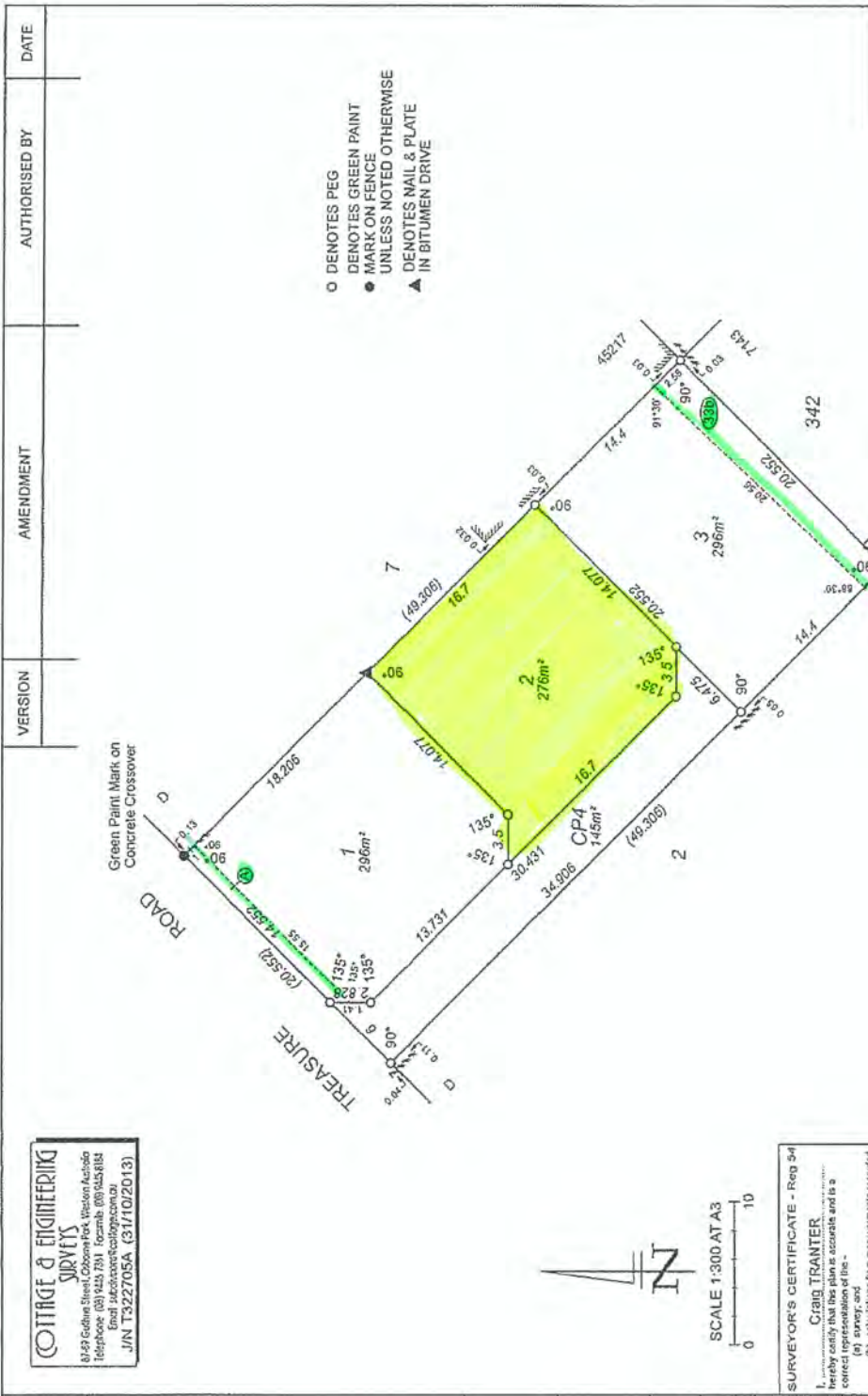
¹ Select one.

S68257

<u>Lot Number</u>	<u>Part</u>	<u>Register Number</u>	<u>Unit Entitlement</u>	<u>Lot Number</u>	<u>Part</u>	<u>Register Number</u>	<u>Unit Entitlement</u>
1		2839/304	34	2		2839/305	33
3		2839/306	33				

HELD BY LANDGATE
IN DIGITAL FORM ONLY.

SURVEY-STRATA PLAN



SURVEY-STRATA PLAN
68257
SHEET 1 OF 1 SHEET

PLAN OF
LOT 1 ON D 3743

CERTIFICATE OF TITLE
VOLUME: 611 FOLIO: 1

LOCAL GOVERNMENT
CITY OF CANNING

INDEX PLAN
SEE SMARTPLAN

FIELD BOOK
124195

SCALE 1:300 AT A3

NAME OF SCHEME
201 TREASURE ROAD,
QUEENS PARK

ADDRESS OF PARCEL
201 TREASURE ROAD,
QUEENS PARK 6107

MANAGEMENT STATEMENT YES () NO (x)

LODGED
DATE 31-Mar-14
FEE PAID \$540.00
ASSESS No. 14767966

REGISTERED
DATE 14-Apr-2014

FOR REGISTRAR OF TITLES
DATE 14-Apr-2014

WESTERN AUSTRALIAN PLANNING COMMISSION
W.A.P.C. REF. 653 - 11
Certificate of Approval of W.A.P.C. under Section 25(2) of Strata Titles Act 1985.

DELEGATED UNDER S. 16 P & D ACT 2005
DATE 14-Apr-2014

Landgate
Western Australian Land Information Authority

TEMPLATE (SST-300) JAN 2013

INTERESTS AND NOTIFICATIONS

SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN	LAND BURDENED	BENEFIT TO	COMMENTS
(33B)	NOTIFICATION	SEC 185 OF THE P & D ACT	DOC M622203	SURVEY-STRATA LOTS 1 - 3 & CP4	WATER CORPORATION	AIRCRAFT NOISE
(A)	EASEMENT (SEWERAGE)	SEC 167 OF THE P & D ACT, REG 33(b)	THIS PLAN	SURVEY-STRATA LOT 3	SURVEY-STRATA LOTS 2 & 3	
(A)	EASEMENT (TRANSMISSION OF ELECTRICITY BY UNDERGROUND CABLE)	SEC 136C OF THE TLA	THIS PLAN	SURVEY-STRATA LOT 1	SURVEY-STRATA LOTS 2 & 3	

PDF FILE GENERATED BY COTTAGE & ENGINEERING SURVEYS

SCHEDULE OF DEALINGS

Deals registered or recorded on Survey-Strata Plan	Nature	Instrument		Signature of Registrar of Titles
		Number	Registered Time	
EASEMENT BENEFIT CREATED UNDER SECTION 136C TLA FOR UNDERGROUND ELECTRICITY PURPOSES - SEE SURVEY-STRATA PLAN 68257.				<i>[Signature]</i>

SCHEDULE OF ENCUMBRANCES ETC.

Instrument	Particulars	Registered	Signature of Registrar of Titles	Cancellation		Signature of Registrar of Titles
				Number	Registered Time	
NOTIFICATION M622208	SECTION 165 PLANNING AND DEVELOPMENT ACT 2005. EASEMENT BURDEN CREATED UNDER SECTION 167 P & D. ACT FOR SEWERAGE PURPOSES TO WATER CORPORATION. SEE SURVEY-STRATA PLAN 68257. EASEMENT BURDEN CREATED UNDER SECTION 136C TLA FOR UNDERGROUND ELECTRICITY PURPOSES - SEE SURVEY-STRATA PLAN 68257.	LOGGED 30.04.2014	<i>[Signature]</i>			<i>[Signature]</i>

Note: Entries may be affected by subsequent endorsements.

Attachment 1

M622208 NO

30 Apr 2014 13:44:03 Perth



REG \$ 160.00

NOTIFICATION

LODGED BY

ADDRESS **David Heaford Settlements Pty Ltd**
PO Box 126 Mount Hawthorn WA 6915
Phone: 9444 4112 Fax: 9444 4113
Issuing Box 888V

PHONE NO.

FAX NO.

REFERENCE NO.

ISSUING BOX NO.

PREPARED BY COTTAGE & ENGINEERING SURVEYS

ADDRESS PO Box 1611
OSBORNE PARK WA 6916

PHONE NO. 9446 7361

FAX NO. 9445 8184

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

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____

Received items

Nos. 0

Receiving Clerk *[Signature]*

ENDORSING INSTRUCTIONS

EXAMINED

Initials of signing officer



REGISTRAR OF TITLES



WESTERN AUSTRALIAN PLANNING COMMISSION

FILE No. 653-11

TO REGISTRAR OF TITLES
REGISTRAR OF DEEDS AND TRANSFERS

NOTIFICATION

PLANNING AND DEVELOPMENT ACT 2005

THE LAND SET OUT IN THE
SCHEDULE IS LAND TO WHICH SECTION 165 OF
THE PLANNING AND DEVELOPMENT ACT 2005 APPLIES

SCHEDULE

DESCRIPTION OF LAND	EXTENT	VOLUME	FOLIO
LOT 1 ON DIAGRAM 3743	Whole	611	1

REGISTERED PROPRIETOR OF LAND

NAZIFE KORKMAZ
OF 201 TREASURE ROAD, QUEENS PARK

HAZARDS OR OTHER FACTORS SERIOUSLY AFFECTING THE LAND

"This lot is situated in the vicinity of Perth Airport, and is currently affected, or may in the future, be affected by aircraft noise. Noise exposure levels are likely to increase in the future as a result of increases in numbers of aircraft using the airport, changes in aircraft type or other operational changes. Further information about aircraft noise, including development restrictions and noise insulation requirements for noise-affected properties, are available on request from the relevant local government offices."

Dated this 10 day of April 20 14

For: WESTERN AUSTRALIAN PLANNING COMMISSION

Signed by an officer duly authorised by
the Western Australian Planning
Commission pursuant to section 24 of
the Planning and Development Act 2005

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

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

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

1. Duties of owner

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

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

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

3. Power of strata company regarding submeters

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

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

4. Constitution of council

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

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

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

5. Election of council at general meeting

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

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

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

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

6. Chairperson, secretary and treasurer of council

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

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

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

7. Chairperson, secretary and treasurer of strata company

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

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

8. Meetings of council

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

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

9. Powers and duties of secretary of strata company

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

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

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

10. Powers and duties of treasurer of strata company

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

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

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

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

Schedule 2 – Conduct by-laws

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

1. Vehicles and parking

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

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

2. Use of common property

An owner or occupier of a lot must –

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

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

3. Damage to lawns etc. on common property

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

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

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

4. Behaviour of owners and occupiers

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

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

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

6. Depositing rubbish etc. on common property

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

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

7. Drying of laundry items and signage

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

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

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

8. Storage of inflammable liquids etc.

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

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

9. Moving furniture etc. on or through common property

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

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

10. Floor coverings

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

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

11. Garbage disposal

An owner or occupier of a lot must –

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

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

12. Additional duties of owners and occupiers

An owner or occupier of a lot must not –

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

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

13. Notice of alteration to lot

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

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

14. Appearance of lot

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

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

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

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

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

FORM 3

SURVEY-STRATA PLAN No. 68257							
Schedule of Unit Entitlement		Office Use Only Current Cs of Title		Schedule of Unit Entitlement		Office Use Only Current Cs of Title	
Lot No,	Unit Entitlement	Vol.	Fol.	Lot No,	Unit Entitlement	Vol.	Fol.
1	34	2839	- 304				
2	33	2839	- 305				
3	33	2839	- 306				
CP4	COMMON PROPERTY						
				Aggregate	100		

DESCRIPTION OF PARCEL

Three residential lots and One common property lot situated on Lot 1 on D 3743.
The address is 201 Treasure Road, Queens Park, WA, 6107.

CERTIFICATE OF LICENSED VALUER
SURVEY-STRATA

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

15-Nov-2013
Date



Digitally signed by Darren Starcevich AAPI Licensed Valuer
No. 44415
Date: 2013.11.15 09:08:17 +0800

Signed

Precontractual Disclosure Statement to the Buyer

Statements relevant to Part B



APPROVED BY
THE REAL ESTATE INSTITUTE
OF WESTERN AUSTRALIA (INC.)
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000010177140



Scheme name 201 Treasure Road Queens Park

Lot 2 on scheme plan number 68257

Minutes

The Strata Company does not keep minutes because:

- The Scheme is a two lot scheme and is not required to keep minutes
- The Scheme is 3, or 4, or 5 lots and a by-law has been passed that exempts the Strata Company from keeping minutes
- The Seller has been unable to obtain the minutes because

The Scheme is 3 lots and a by-law has NOT been passed that exempts the Strata Company from keeping minutes. A Strata Company has not been actioned for this Scheme and no AGM's have been conducted.

Statement of Accounts

The Strata Company does not keep statement of accounts because:

- The Scheme is a two lot scheme and is not required to keep accounts
- The Scheme is 3, or 4, or 5 lots and a by-law has been passed that exempts the Strata Company from keeping accounts
- The Seller has been unable to obtain the statement of accounts because

The Scheme is 3 lots and a by-law has NOT been passed that exempts the Strata Company from keeping accounts. A Strata Company has not been actioned for this Scheme and no AGM's have been conducted.

Seller

Signature  _____
 Name Nazife KORKMAZ
 Date 20/3/2024

Signature _____
 Name _____
 Date _____

Signature _____
 Name _____
 Date _____

Signature _____
 Name _____
 Date _____



Austgroup Insurance Brokers

Australian Financial Services Licence Number 239958

Suite 3, 286 Fitzgerald Street, PERTH WA 6000

P O Box 522, NORTHBRIDGE WA 6865

Tel: 08 9227 9473 • Fax: 08 9227 9384 • Web: www.austgroup.com.au

Brokernet Australia Pty Ltd T/As Austgroup Insurance Brokers ABN 46 089 228 848

You are reminded that the policy mentioned below falls due for renewal on 29/05/2023. To ensure your continued protection, payment must be received within 14 days of this date. This is an invitation to renew, and not a demand for payment.

Page 1 of 5

Owners Of Strata Plan 68257
C/- Nazife Korkmaz

TAX INVOICE

This document will be a tax invoice for GST when you make payment

Invoice Date: 29/04/2023

Invoice No: 103423

Our Reference: SP68257

Class of Policy: Survey Strata
Insurer: Strata Unit Underwriters
5/263 Alfred Street, North Sydney NSW 2060
ABN: 30 089 201 534
The Insured: Owners Of Strata Plan 68257

RENEWAL

Policy No: 06S8511703

Period of Cover:

From **29/05/2023**

to **29/05/2024** at 4:00 pm

Details: See attached schedule for a description of the risk(s) insured

201 Treasure Rd, Queens Park

YOUR DUTY OF DISCLOSURE

Before you enter into a contract of general insurance and up until the commencement of the insurance, you have a duty, under the Insurance Contracts Act 1984, to tell the underwriter of anything that may affect the underwriters' decision whether to insure you and on what terms. You must tell the underwriter about anything that you know, or could be reasonably expected to know taking into account the nature and extent of the insurance cover to be provided and the class of persons who would ordinarily be expected to apply for such insurance cover.

For Eligible Contracts (Eligible Contracts involve individuals purchasing insurance for motor vehicles with carrying capacity under 2 tonne, motorcycle, home building and contents, residential strata, travel, personal accident and sickness and consumer credit) the above duty only applies to questions asked of you by the underwriter. In answering any such questions you must tell them anything that you know and that a reasonable person in the circumstances would include.

You have the same duty before you renew, extend, vary or reinstate an insurance contract. You do not need to tell the underwriter anything that:

- reduces the risk to be insured or that is of common knowledge;
- the underwriter knows or, in the ordinary course of business, ought to know;
- the underwriter has waived your duty to tell them about.

Your Premium:

Premium	UW Levy	Fire Levy	GST	Stamp Duty	Broker Fee
\$2,490.48	\$165.00	\$0.00	\$266.01	\$273.95	\$4.56

COMMISSION EARNED ON THIS INVOICE: \$547.90

TOTAL (Excluding Credit Card fee) **\$3,200.00**

Credit Card fee (inc GST) is \$34.88



Acct Name: BROKERNET AUSTRALIA PTY LTD (TAS)

BSB: 036073 Account: 168052

Reference: SP68257 103423

Our Reference: SP68257

Invoice No: 103423



Mail this portion with your cheque payable to:

Austgroup Insurance Brokers

P O Box 522

NORTHBRIDGE WA 6865



To pay with your

Visa Mastercard

Call 08 9227 9473

AMOUNT DUE

\$3,200.00

The Insurance Contracts Act 1984 imposes an obligation on the part of the insured to disclose all relevant matter which is likely to have a bearing on the insurer accepting or renewing this insurance. The invitation to effect renewal is given on the understanding that the description and details of risk contained in the proposal remains unaltered unless advice to the contrary has been received and acknowledged in writing.

IMPORTANT NOTICES

1. SUBROGATION

Your policy of insurance provides that you will not be able to recover under it if you enter into or have entered into an agreement which excludes or limits your rights if recovery from other parties:

Therefore you **MUST NOT** have agreed and **MOST NOT** agree to give away any of your rights because this will affect our right to recover under subrogation from other parties.

2. AVERAGE/COINSURANCE

It is most important that the sum insured you select is adequate to represent the value of the property insured, calculated in accordance with the cover being arranged. OTHERWISE you will be UNDER INSURED and in the terms of average/coinsurance provisions of your policy you may be responsible for paying part of the loss you actually suffer. In other words, if you base your insurance too low an amount you will contribute proportionally to any loss.

3. THIRD PARTY INSURANCE

You must inform us of the interests of all third parties (e.g. financiers, lessors) to be covered by the insurance. We will protect their interests only if you have informed us of them and we have noted them on the certificate (does not apply to marine cargo policies)

PLEASE NOTE: The insured shall notify this office or the insurer of any matter or event which arises or occurs during the period of insurance and which the insured knows or could reasonably be expected to know might affect the risks covered by this policy and in particular shall notify of :-

- a) Any change to the state or condition of the subject matter of the policy,
- b) Any change to the relevant property or premises
- c) Any change to the use of occupation of relevant premises, including leaving them unoccupied for more than 30 consecutive days or having valuable contents exceeding the policy limits.
- d) Any change in the insured's interests in the subject matter of the policy;
- e) Any insurance covering the risks or some of the risks covered by this policy;
- f) Any matter or event inconsistent with the information previously furnished to this office or the insurance company.

ALL CLAIMS MUST BE NOTIFIED IMMEDIATELY AS LATE NOTIFICATION MAY CAUSE DENIAL OR LIABILITY ADVICE OF CHANGES (i.e. postal address, location, accidents or convictions, nominated drivers, change in business activity or company structure, new products ect...)

Clients who are not fully satisfied with our services should contact our complaints officer. If you are still not satisfied with our determination, you have the right to take your complaint to the Australian Financial Complaints Authority (AFCA) on 1800 931 678 (cost of a local call).

Schedule of Insurance

Class of Policy: Survey Strata	Policy No: 06S8511703
The Insured: Owners Of Strata Plan 68257	Invoice No: 103423
	Our Ref: SP68257

Policy Type: Residential Strata Insurance
Please note: **Survey Strata**
 Period of Insurance: 29/05/2023 to 29/05/2024
 Situation: 201 Treasure Rd, Queens Park WA 6107
 Insured: Owners of Strata Plan 68257

Section 1:	Building including Common Contents	\$975,000
	Loss of Rent/Temporary Accommodation	\$146,250
	Catastrophe	\$146,250
	Additional Loss of Rent/Temporary Accommodation	Not Insured
	Additional Catastrophe	Not Insured
Section 2:	Glass	Included
Section 3:	Theft	Included
Section 4:	Liability	\$15,000,000.00
Section 5:	Fidelity Guarantee	\$100,000.00
Section 6:	Office Bearers Liability	Not Insured
Section 7:	Voluntary Workers (Weekly/Capital Benefit)	\$2,000/\$200,000
Section 8:	Government Audit Costs	\$25,000
Section 9:	Legal Expenses	\$50,000
Section 10:	Workplace, Health & Safety Breaches	\$100,000
Section 11:	Machinery Breakdown	Not Insured
Section 12:	Lot Owners Fixtures & Improvements (per lot)	\$250,000
Section 13:	Workers Compensation	Not Insured

Excess: Section 1 - \$1,000 all claims + as per policy wording
 Section 2 - \$1,000 all claims
 Section 3 - \$1,000 all claims

On behalf of the Insurer: Insurance Australia Limited trading as CGU Insurance 11 000 016 722

The following important notices are to be read in conjunction with the attached quotation:

Important Notices

It is important to read and consider the Product Disclosure Statement when deciding whether to purchase this insurance. You should consider whether this product is appropriate for your financial circumstances, objectives and needs.

After reading this notice if any matter relating to your policy is unclear to you or you have any questions at all in relation to the insurance, please contact us for an answer or explanation as soon as possible.

Strata Unit Underwriting Agency Pty Limited T/As Strata Unit Underwriters hereby gives notice that this contract is effected under an authority by the Insurer/s named Strata Unit Underwriting Agency Pty Limited T/As Strata Unit Underwriters is an agent of the Insurer and not the Insured.

Clients who are not fully satisfied with our services should contact our Internal Disputes Resolution Officer. Strata Unit Underwriters also subscribes to Australian Financial Complaints Authority Limited, a free customer service. Further information is available from our office.

GENERAL ADVICE WARNING

The advice we provide you will usually be prepared without taking account of your objectives, financial situation or needs. You must therefore assess whether it is appropriate, in the light of your own individual objectives, financial situation or needs, to act upon this advice

Schedule of Insurance

Class of Policy: Survey Strata	Policy No: 06S8511703
The Insured: Owners Of Strata Plan 68257	Invoice No: 103423
	Our Ref: SP68257

Austgroup Additional Information

Confirmation of what you have told us.

- This offer of insurance is based on information that you have advised to us. It is imperative that you check the information carefully and advise this office immediately of any changes required. **Failure to do so may result in inadequate or compromised cover.**
- **By proceeding with this offer of insurance as presented you are confirming that the information contained within is complete and accurate.**
- **Please also check your covers and sum insured/s carefully, it is your responsibility to make sure that the sum insured represents the full insurable value on your property.**

General Advice Warning

This advice has been prepared without taking into account your objectives, financial situation or needs. Before acting on the advice, consider its appropriateness. Consider our disclosure documents, which include our FSG and Product Disclosure Statements (PDS) for some products.

Duty of disclosure

Your duty of disclosure - Wholesale Products

Before you enter into an insurance contract, you have a duty to tell the insurer anything that you know, or could reasonably be expected to know, that may affect the insurer's decision to insure you and on what terms.

You have this duty until the insurer agrees to insure you.

You have the same duty before you renew, extend, vary, or reinstate an insurance contract.

You do not need to tell the insurer anything that:

- reduces the risk they insure you for; or
- is common knowledge; or
- the insurer knows, or should know; or
- the insurer waives your duty to tell them about.

If you do not tell the insurer something

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

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

Duty to not make a misrepresentation - Retail Products

You have a duty under the Insurance Contracts Act 1984 (ICA) to take reasonable care not to make a misrepresentation to the insurer (your duty).

Your duty applies only in respect of a policy that is a consumer insurance contract, which is a term defined in the ICA.

Your duty applies before you enter into the policy, and also before you renew, extend, vary, or reinstate the policy. Before you do any of these things, you may be required to answer questions and the insurer will use the answers you provide in deciding whether to insure you, and anyone else to be insured under the policy, and on what terms. To ensure you meet your duty, your answers to the questions must be truthful, accurate and complete.

If you fail to meet your duty, the insurer may be able to cancel your contract, or reduce the amount it will pay if you make a claim, or both.

If your failure is fraudulent, the insurer may be able to refuse to pay a claim and treat the contract as if it never existed.

What remuneration (including commission) or other benefits do we or our associates receive in connection with this advice that may influence us?

- The commission amount incl GST, we will receive in relation to the policy is disclosed on the front of your Tax Invoice together with any fees that may have been charged.
- Please note that where commission is payable to us, the amount is paid by the Insurer and is not an additional payment required by you over and above the quoted premium. These payments are inclusive of GST and are located on the front of your Tax Invoice.
- As disclosed in our Financial Services Guide (FSG), any interest that may accrue on any premium paid by you to Austgroup Insurance Brokers shall be solely for the Licensee's benefit.

Schedule of Insurance

Page 5 of 5

Class of Policy: Survey Strata
The Insured: Owners Of Strata Plan 68257

Policy No: 06S8511703
Invoice No: 103423
Our Ref: SP68257

Sunrise - if applicable

Where we have used electronic data interface (Sunrise) to process your policy, we may, as a result, receive an additional commission amount of between 1.0- 2.5% for utilising this system. This amount will be included in the commission declared on your Tax Invoice as this is not an additional charge to you.

Premium Funding - if applicable

Where you have chosen to premium fund your premium, we have received commission payments of between 0 - 4% of your total premium from the Premium Funding Company.

Are there any other relationships or associations that would influence us or our employees in giving this advice?

Austgroup Insurance Brokers is a member of Steadfast Group Ltd (Steadfast) Network Broker. Steadfast has exclusive arrangements with some insurers and premium funders (Partners). Steadfast is also a shareholder of some Partners. Please refer to our Financial Services Guide for further information.

From time to time we may receive certain 'hospitality benefits' (such as tickets to sporting events, movies, meals, bottles of wine, hampers). The receipt of these benefits may be based upon the volume of business placed with the provider but may also be more of an ad hoc reward. The maximum value of these during the year is unable to be determined. However, the details of such benefits so far received are able to be viewed on a specially maintained Register upon your request.

Brokernet Australia Pty Ltd T/as Austgroup Insurance Brokers
AFSL Number 239958
Unit 3 & 4 Fitzgerald St
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