

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



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NOTICE: Contracts must be lodged with the Office of State Revenue for duty assessment within two (2) months of the date the last person executes the Contract
WARNING - If the Buyer is not an Australian Citizen or Permanent Resident or a New Zealand Citizen then FIRB approval (and a special condition to this Contract) may be required.
WARNING - If the Purchase Price is \$750,000 or more, Withholding Tax **may** apply to this Contract (see 2018 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: **Vost Property Group**
 220 Wentworth Parade Success WA 6164
 Murray John Vost as Licensee TC: 65129
 ABN: 98 633 292 631

As Agent for the Seller / ~~Buyer~~

THE BUYER (FULL NAME AND ADDRESS)

Michael Lloyd Hughes
 22 Watson Road Beelihar

EMAIL: The Buyer consents to Notices being served at: **mickhughes0005@yahoo.com.au**

OFFERS TO PURCHASE (as joint tenants/tenants in common specifying the undivided shares) the Land and Property Chattels set out in the Schedule ("the 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 the Special Conditions.

SCHEDULE

The Property at:
22B Ellesmere Circuit Success WA 6164

Lot **1** ~~Deposited/Survey/Strata/Diagram/Plan~~ **40586** Whole / ~~Part~~ Vol **2507** Folio **361**

A deposit of \$ **1000** of which \$ **Nil** is paid now and \$ **1000** to be paid within **Five** days of acceptance to be held by **Vost Property Group Trust Account**

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

Purchase Price ~~\$380,000.~~ **\$392,000.** *M.L.H. 12.6.19.*

Settlement Date ~~Within 21 days from Acceptance~~ **FINANCE APPROVAL M.L.H. 12.6.19.**

Property Chattels including **All light fittings, all window treatments, all fixed floor coverings**

GST WITHHOLDING

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

FINANCE CLAUSE IS APPLICABLE

LENDER **LIBERTY.**
(NB. if blank, can be any Lender)

LATEST TIME: 4pm on: **within 28 days from acceptance**

AMOUNT OF LOAN: _____

SIGNATURE OF BUYER *x M.L.H.*

FINANCE CLAUSE IS NOT APPLICABLE

Signature of the Buyer if Finance Clause IS NOT applicable

SIGN HERE

SPECIAL CONDITIONS

1. Annexure A forms a part of this contract.
2. The buyer is aware that there has previously been a death at the property.
3. The buyer is aware that the evaporative air conditioner may not be in good working order.

x M.L.H. _____ _____ _____ **SIGN HERE**

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

FORM 1

STRATA PLAN

40586

SHEET 1 OF 1 SHEETS

MANAGEMENT STATEMENT YES NO

Lodged 13-09-2007 3:06:30

Examined 26-9-2007 11:12:04

Registered 12-10-07 11:12:04

1 Hoyle a

REGISTRAR OF TITLES

WESTERN AUSTRALIAN PLANNING COMMISSION
 Certificate of Approval of W.A.P.C.
 under Section 25(1) or 25B(2)
 of the Strata Titles Act 1985.

FOR CHAIRMAN _____ DATE _____

PLAN OF

LOT 51, PORTION OF JANDAKOT
 AGRICULTURAL AREA LOT 231
 ON PLAN 22818.

CERT. OF TITLE
 VOL. 2143 FOL. 487

LOCAL GOVERNMENT
 CITY OF COCKBURN

INDEX PLAN
 BG34(2) 13.05

FIELD BOOK NUMBER

NAME OF SCHEME
 22 ELLESMERE CIRCUIT
 SUCCESS

ADDRESS OF PARCEL
 22 ELLESMERE CIRCUIT
 SUCCESS, 6164

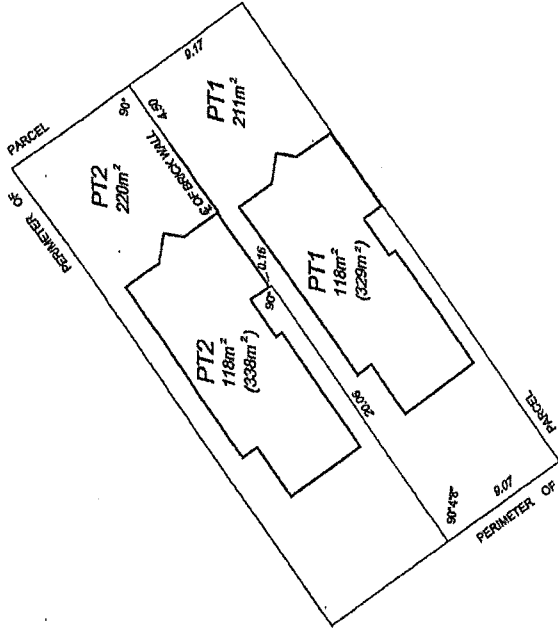
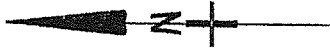


STRATUM OF ALL LOTS EXTENDS BETWEEN 5 METRES BELOW AND 15 METRES ABOVE THE UPPER SURFACE LEVEL OF THE LOWEST GROUND FLOOR OF THE RESPECTIVE MAIN BUILDING.

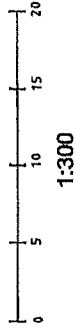
THE BOUNDARIES OF THE LOTS OR PARTS OF THE LOTS WHICH ARE BUILDINGS SHOWN ON THE STRATA PLAN ARE THE EXTERNAL SURFACES OF THOSE BUILDINGS, AS PROVIDED BY SECTION 3AB OF THE STRATA TITLES ACT 1985.

Cary Grimham
 Licensed Surveyor

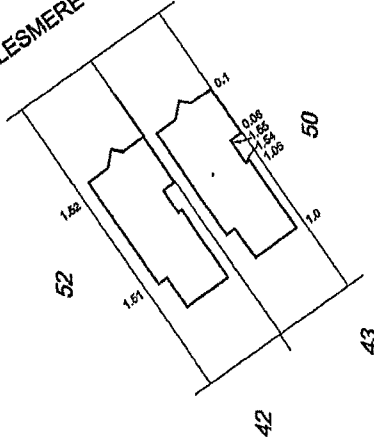
LIMITED TO A DEPTH OF 609.6 METRES



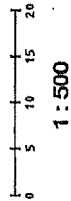
GROUND FLOOR



ELLESMERE CIRCUIT



LOCATION PLAN



STRATA PLAN 40586



AS AUTOMATED SURVEYS
 LICENSED SURVEYORS AND DEVELOPMENT CONSULTANTS
 3 Old Street,
 West Perth, W.A. 6005.
 Telephone (09) 9481 7500
 Facsimile (09) 9521 7647
 AS112869.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

FORM 3

STRATA/SURVEY-STRATA PLAN NO. 40586							
Schedule of Unit Entitlement		Office Use Only		Schedule of Unit Entitlement		Office Use Only	
		Current Cs of Title				Current Cs of Title	
Lot No.	Unit Entitlement	Vol.	Fol.	Lot No.	Unit Entitlement	Vol.	Fol.
Lot 1	50	207.	361				
Lot 2	50	207.	362				
				Aggregate	100		


DESCRIPTION OF PARCEL AND BUILDING/PARCEL

Two single storey residential units of Brick & Tile construction situated on Lot 51, portion of Jandakot Agricultural Area 231 on Plan 22818, being on Certificate of Title Volume 2143 Folio 487.

CERTIFICATE OF LICENSED VALUER
STRATA/SURVEY STRATA

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

24th August 2001
Date


Signed

FORM 5

Strata Titles Act 1985
Sections 5B(1), 8A, 22(1)

STRATA PLAN No. 40586

DESCRIPTION OF PARCEL & BUILDING

Two Single Storey residential units of Brick & Tile Construction Situated on Lot 51, Portion of Jandakot Agricultural Area 231 on Plan 22818, being on C/T Vol. 2143 Fol. 487

CERTIFICATE OF LICENSED SURVEYOR

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

(a) each lot that is not wholly within a building shown on the plan is within the external surface boundaries of the parcel; and either

(b) each building shown on the plan is within the external surface boundaries of the parcel; or

~~(c) in a case where a part of a wall or building, or material attached to a wall or building, encroaches beyond the external surface boundaries of the parcel—~~

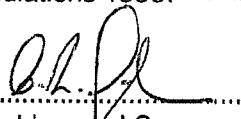
~~(i) all lots shown on the plan are within the external surface boundaries of the parcel;~~

~~(ii) the plan clearly indicates the existence of the encroachment and it's nature and extent; and~~

~~(iii) where the encroachment is not on to a public road, street or way, that an appropriate easement has been granted and will be lodged with the Registrar of Titles to enable it to be registered as an appurtenance of the parcel; and~~

~~*(d) if the plan is a plan of re-subdivision, it complies with Schedule 1 by-law(s) No(s)..... on Strata Plan No..... registered in respect of (name of scheme)..... or sufficiently complies with that/those by-law(s) in a way that is allowed by regulation 36 of the *Strata Titles General Regulations 1996*.~~

.....16.7.01.....
Date


.....
Licensed Surveyor

* Delete if inapplicable

FORM 7

Strata Titles Act 1985
Section 5B(2), 8A(f), 23(1)

STRATA PLAN No. 40586

DESCRIPTION OF PARCEL & BUILDING

Two Single Storey residential units of Brick & Tile Construction Situated on Lot 51, Portion of Jandakot Agricultural Area 231 on Plan 22818, being on C/T Vol. 2143 Fol. 487

CERTIFICATE OF LOCAL GOVERNMENT

..... City of Cockburn, the local government hereby certifies that in respect of the strata plan which relates to the parcel and building described above (in this certificate called "the plan"):-

(1) *(a) the building and the parcel shown on the plan have been inspected and that it is consistent with the approved building plans and specifications in respect of the building; or

~~*(b) the building has been inspected and the modification is consistent with the approved building plans and specifications relating to the modification;~~

(2) the building, in the opinion of the local government, is of sufficient standard to be brought under the *Strata Titles Act 1985*;

~~(3) where a part of a wall or building or material attached to a wall or building, encroaches beyond the external surface boundaries of the parcel on to a public road, street or way the local government is of the opinion that retention of the encroachment in its existing state will not endanger public safety or unreasonably interfere with the amenity of the neighbourhood and the local government does not object to the encroachment; and~~

~~(4) *(a) any conditions imposed by the Western Australian Planning Commission have been complied with; or~~

*(b) the within strata scheme is exempt from the requirement of approval by the Western Australian Planning Commission.

5/9/01
.....
Date

.....
Chief Executive Officer

*Delete if inapplicable

CITY OF COCKBURN

FORM 8

ANNEXURE A OF STRATA / SURVEY - STRATA PLAN No. 40586 REGISTRAR OF TITLES

SCHEDULE OF DEALINGS ON STRATA / SURVEY - STRATA PLAN

Dealings registered or recorded on Strata / Survey - Strata Plan

Dealings registered or recorded on Strata / Survey - Strata Plan	Instrument			Signature of Registrar of Titles
	Nature	Number	Regist'd Time	

Note: Entries may be affected by subsequent endorsements.



FORM 8

ANNEXURE **B** OF STRATA / SURVEY / STRATA PLAN No. **40586** REGISTRAR OF TITLES

SCHEDULE OF ENCUMBRANCES ETC.

Instrument		Signature of Registrar of Titles	Cancellation				
Nature	Number		Nature	Number	Regist'd	Time	Signature of Registrar of Titles

Note: Entries may be affected by subsequent endorsements.

FORM 28
DISCLOSURE STATEMENT

**SALE OF STRATA TITLED LOT OR
PROPOSED STRATA TITLED LOT**

Section 69 Strata Titles Act 1985

FOR SELLER'S INFORMATION

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

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

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

FOR BUYER'S INFORMATION

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

sale of strata titled lot or proposed strata titled lot



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PART 1 - COMPULSORY DISCLOSURE OF INFORMATION BY EVERY SELLER

Particulars of buyer and strata company

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

Street address of lot

Name of prospective buyer(s)

Buyer's address

Name of Scheme (Building)

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

Contact person (if known) Telephone

(*Delete whichever is inapplicable)

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

The following documents must be attached to this statement:

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

See Attachment No

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

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

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

Additional information in relation to strata/survey-strata scheme

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

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

YES NO

If yes -

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

OR:

- attach copies of the agreements - see Attachment No

2. Pecuniary interest in agreements:

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

YES NO

If yes -

- give details of the pecuniary interest(s).

OR:

- attach details - see Attachment No

3. Estimated strata company receipts and expenditure

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

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

See Attachment No

sale of strata titled lot or proposed strata titled lot

4. Administrative Fund of the strata company

Is there an administrative fund or proposed administrative fund?

YES NO

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

\$ per annum, which is payable -

annually

by half-yearly instalments of \$

by quarterly instalments of \$

otherwise (please specify)

5. Reserve fund of the strata company

Is there a reserve fund or a proposed reserve fund?

YES NO

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

\$ per annum, which is payable:

annually

by half-yearly instalments of \$

by quarterly instalments of \$

otherwise (please specify)

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

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

YES NO

If yes -

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

OR

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

See Attachment No.

From: [mick hughes](#)
To: [Debra Donald](#)
Subject: M. Hughes.
Date: Tuesday, 11 June 2019 10:22:45 AM

I, Michael L. Hughes, confirm my position has not changed since the submitting the first application.
Thank you.

C'Mon the Mighty Cats.

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TO: **Vost Property Group**
 220 Wentworth Parade Success WA 6164
 Murray John Vost as Licensee TC: 65129
 ABN: 98 633 292 631

As Agent for the Seller / ~~Buyer~~

THE BUYER (FULL NAME AND ADDRESS)

Michael Lloyd Hughes
 22 Watson Road Beeliar

EMAIL: The Buyer consents to Notices being served at: **mickhughes0005@yahoo.com.au**

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The Property at:
22B Ellesmere Circuit Success WA 6164

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

Purchase Price _____

Settlement Date **Within 21 days from Acceptance**

Property Chattels including **All light fittings, all window treatments, all fixed floor coverings**

GST WITHHOLDING

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

FINANCE CLAUSE IS APPLICABLE

LENDER _____
(NB. If blank, can be any Lender)

LATEST TIME: 4pm on: **within 28 days from acceptance**

AMOUNT OF LOAN: _____

SIGNATURE OF BUYER _____

~~**FINANCE CLAUSE IS NOT APPLICABLE**~~

~~Signature of the Buyer if Finance Clause IS NOT applicable~~

SIGN HERE

SPECIAL CONDITIONS

1. Annexure A forms a part of this contract.
2. The buyer is aware that there has previously been a death at the property.
3. The buyer is aware that the evaporative air conditioner may not be in good working order.

SIGN HERE

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 the Lender 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 under 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) written Finance Approval has not been obtained or the Finance Application has been rejected; and
- (b) the Buyer gives a Non Approval Notice to the Seller or Seller Agent.

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

If by the Latest Time:

- (a) the Buyer has not given an Approval Notice to the Seller or Seller Agent; and
- (b) the Buyer has not given a Non Approval Notice to the Seller or Seller Agent;
- 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; and
- (b) the Buyer has given an Approval Notice 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 the Buyer has not given an Approval Notice or a Non Approval Notice 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 the making of a Finance Application in accordance with Clause 1.1 (a) and of any loan offer made, or any rejection; 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 the information referred to in Clause 1.6(a).

2. Acceptance of this offer will be sufficiently communicated to the Buyer if verbal or written notification is given by the Seller or Seller's Agent to the Buyer that the acceptance has been signed by the Seller.
3. The 2018 General Conditions are incorporated into this Contract so far as they are not varied by or inconsistent with the Conditions or Special Conditions of this Contract.
4. The parties consent to the information in this Contract being used/disclosed by REIWA and the Seller Agent in accordance with the privacy collection notices pursuant to the Australian Privacy Principles that appear on the REIWA and Seller Agent's websites.

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 2018 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 either the amount referred to in the Schedule or any lesser amount of finance referred to in the Finance Application. 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 Notice in writing given by the Buyer or the Lender to the Seller, or Seller Agent to the effect that Finance Approval has been obtained.

Finance Application means an application made by or on behalf of the Buyer to the Lender to lend any monies payable under the Contract.

Finance Approval means:

- (a) a written approval by the Lender of the Finance Application or a written offer to lend or a written notification of an intention to offer to lend made by the Lender; and
- (b) for the Amount of Loan; and
- (c) 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:

- (a) the lender nominated in the Schedule; or
- (b) if no lender is nominated in the Schedule, any bank, building society, credit union or other institution which makes loans and in each case carries on business in Australia.

Non Approval Notice means a Notice in writing given by the Buyer or the Lender to the Seller, or Seller Agent to the effect that the Finance Application has been rejected or Finance Approval has not been obtained.

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

Carol Lee Bradley of 22B Ellesmere Circuit Success

EMAIL: The Seller consents to Notices being served at: 22B Ellesmere Circuit Success

[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. Form 28 and its attachments (if a strata lot)
3. 2018 General Conditions
4. Other **Cert of Title**

Signature	Signature
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RECEIPT OF DOCUMENTS

The Seller acknowledges receipt of the following documents:

1. This offer and acceptance
2. 2018 General Conditions
3. Other

Signature	Signature
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CONVEYANCER 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		Name	Square One Conveyancing
Signature		Signature	



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ANNEXURE "A"

This Annexure forms part of the contract for the sale of Land by Offer and Acceptance for:

Property: 22B ELLESMERE CIRCUIT, SUCCESS, WA, 6164

Date of Offer: 10TH JUNE 2019

Between The Sellers: CAROL LEE BRADLEY

And The Buyers: MICHAEL LLOYD HUGHES

A) TIMBER PEST CLEARANCE CERTIFICATE

Initial	This contract is conditional upon a timber pest inspection report being obtained – Within <u>7</u> days from Finance Approval or Within _____ days from Acceptance of this Offer or Within _____ days prior to Settlement.
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At the expense of the buyer from a licensed pest control operator certifying that an inspection to Australian Standards AS4349.3 Inspection Buildings – Timber Pest Inspection has been performed. If the inspection has not been carried out within the specified time above, the benefit of this clause shall be waived. If the report discloses live timber pests or damage to any or all structural improvements and the Seller at his own expense is unable or unwilling to eradicate, remedy or rectify such timber pest activity or damage, the Buyer may at any time within 3 days of such a report and refusal by the Seller, give notice in writing terminating the contract whereupon the contract shall be at an end and deposit and other monies paid there under shall be repaid to the Buyer without deduction. A Buyer who does not terminate the contract within the specified time, then the Buyer shall be deemed to have waived the benefit of this clause.

B) CONDITION OF PROPERTY

Initial	The buyer in signing the contract acknowledges that they are buying the property in the condition in which they inspected it on the <u>10-6-19</u> with the exceptions of Clause C & D of this Annexure and <u>NIL</u>
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C) SELLER WARRANTY

Initial	<ol style="list-style-type: none"> 1) The Seller warrants that all Electrical, Gas and Plumbing appliances will be in working order at Settlement. 2) The Seller warrants that all improvements to the land (including Dwelling, Patios, Sheds, Additions, etc are approved by local council. 3) The Seller warrants to leave the property in a Reasonable Clean and Tidy condition and will remove all Vehicles, Rubbish and Chattels, other than Property Chattels sold to the Buyer under the Contract before Settlement. 4) The Seller warrants that all locks contained within the Property are functional and keys to these locks will be available to the Buyer at Settlement.
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D) EXCLUDED FROM SALE

Initial	The purchase price shall NOT include <u>NIL</u>
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E) TITLE

Initial	The Buyer acknowledges they have <u>Sighted</u> a copy of the Title and have <u>Received</u> a copy of any Easements, Encumbrances Etc, as shown on the Title.
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F) DISCLOSURES OF INTEREST

Initial	The parties hereto acknowledge that they have been advised pursuant to article 16 of the Code of Conduct for Agents and Sales Representatives, that the Agent may have a significant relationship, connection, or affinity with the following and therefore MAY receive a financial benefit if Settlement of this transaction is effected.
	<ol style="list-style-type: none"> 1) _____ 2) _____ 3) _____ 4) _____

G) FINAL INSPECTION

Initial	All Parties acknowledge the Buyers right to inspect the property on <u>one occasion within 5 Business Days</u> before the Settlement Date or the Possession Date as outlined in Clause 5 of <u>The Joint Form of General Conditions for the Sale of Land</u> .
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ALL PARTIES TO THE ABOVE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DOCUMENT

BUYER	WITNESS	DATE/...../2019
BUYER	WITNESS	DATE/...../2019
SELLER	WITNESS	DATE/...../2019
SELLER	WITNESS	DATE/...../2019