



BAFC SETTLEMENTS

Better and Faster Conveyancing Pty Ltd
Licensed Mobile Real Estate Settlement Agents

Shop C6/330 South Terrace, South Fremantle WA 6162

PO Box 104, South Fremantle 6162

Ph: (08) 9335 9133 Mobile: 0418 926 314

Email: info@bafc.com.au Web: www.bafc.com.au

29 September 2022

Our ref: 221013 MO

EL Nominees Pty Ltd ATF The EL Superannuation Fund
16 Ivermey Road
HAMILTON HILL WA 6163

Dear Evie,

RE: PURCHASE OF 53 MULUCKINE ROAD, MULUCKINE

It is with pleasure I inform you the settlement of the above property was effected today.

Outstanding Water Corporation Rates, Shire Of Northam Rates have been paid on your behalf.

Land Tax has not been adjusted.

The Certificate of Title will be mailed to you in due course after registration at Landgate.

Please find enclosed the original Offer & Acceptance Contract for your records.

Also please find enclosed your Settlement Statement for the purchase of the above property.

We trust you have been satisfied with our service and look forward to assisting you in the future should the opportunity arise.

Thank you for using BAFC Settlements, if you could spare a few moments to leave some feedback from your settlement experience on our Facebook page it would be greatly appreciated.



<https://www.facebook.com/bafcsetts/>

Yours faithfully

BAFC SETTLEMENTS

AMANDA PIETRANGELI
Licensed Settlement Agent
amanda@bafc.com.au



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28 September 2022

Our ref: 221013 MO

STATEMENT

PURCHASE OF 53 MULUCKINE ROAD, MULUCKINE EL NOMINEES PTY LTD ATF THE EL SUPERANNUATION FUND

	Debit	Credit
Purchase Price	188,000.00	
Deposit Paid		1,000.00
Transfer Duty on the Contract (Residential)	4,547.20	
Costs & Disbursements (see attached Tax Invoice)	1,741.26	
Contribution paid by you prior to settlement		197,000.00
Landgate fee - Declaration of Trust	187.60	
ADJUSTMENT OF RATES/TAXES AS AT 29-09-2022		
Water Corp 01-09-2022 to 31-10-2022 Rates \$46.08 Your share 32/ 61 days \$24.17 Balance due	24.17	
Shire Of Northam 2022/2023 Rates \$1,598.92 Your share 274 days \$1,200.29 Balance due	1,200.29	
Land Tax 2022/2023 Not Applicable		
Balance due to you after settlement	2,299.48	
E & O E	<u>\$198,000.00</u>	<u>\$198,000.00</u>

PLEASE NOTE THE COSTS AND DISBURSEMENTS FOR BAFC SETTLEMENTS WILL BE
TAKEN FROM THE FUNDS AT SETTLEMENT.
PRIOR PAYMENT IS NOT REQUIRED.



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29 September 2022

Our ref: 221013 MO

EL Nominees Pty Ltd Atf The EI Superannuation Fund
EL Nominees Pty Ltd ATF The EL Superannuation Fund
16 Ivermey Road
HAMILTON HILL WA 6163

TAX INVOICE (ABN: 75093297155)

PURCHASE OF 53 MULUCKINE ROAD, MULUCKINE EL NOMINEES PTY LTD ATF THE EL SUPERANNUATION FUND

Description	Price	GST	Total
Our Professional Fee	900.00	90.00	990.00
PEXA Fee	112.70	11.27	123.97
Government, Statutory & Other Charges			
Landgate Registration of the Transfer	217.60	0.00	217.60
Landgate Enquiry Processing Fee	26.59	0.00	26.59
Water Corporation Rate Enquiry Fee	31.32	3.13	34.45
Landgate Title Document Search Fee	84.60	8.46	93.06
Company Search	24.20	0.00	24.20
Council Orders & Requisitions	160.00	16.00	176.00
Land Tax Enquiry Fee	50.35	5.04	55.39
Service Amount	\$1,607.36	\$133.90	\$1,741.26
TOTAL INCLUDING GST \$1,741.26			



Certificate of Duty

Transfer - General Rate

Taxation Administration Act 2003
Section 49, Special Tax Return Arrangement

Certificate Number:	1039469708	Certificate Issue Date:	28-09-2022
Bundle ID	222423383	Client Reference:	221013 EL Nominees Pty Lt
Transaction Date:	19-08-2022		
Dutiable Value:	\$188,000.00		
Transfer Duty:	\$4,579.00		
Penalty Tax:	\$0.00		

Dutiable Transaction: Agreement To Transfer Dutiable Property

Description of Property

Land in WA: Lot 39, Plan 1403 Volume/Folio: 1615/627

Seller(s) / Transferor(s): LYON, KEITH HERBERT

Buyer(s) / Transferee(s): EL NOMINEES PTY LTD

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



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

TO: **STEVENGEOFF PTY LTD ACN 009 397 488 TRADING AS**

Address: **FIRST NATIONAL REAL ESTATE HOLLETT & LAWRENCE** 08 9622 5766

205 FITZGERALD STREET SALES@NORTHAMREALESTATE.COM.AU

Suburb: **NORTHAM** State **WA** Postcode **6401**

As Agent for the Seller / ~~Buyer~~

THE BUYER

Name: **EL NOMINEES PTY LTD (ABN 52 537 571 425) AS TRUSTEE FOR THE** 0416 886 542

Address: **EL SUPERANNUATION FUND**

16 IVERMEY ROAD

Suburb: **HAMILTON HILL** State **WA** Postcode **6163**

Name: _____

Address: _____

Suburb: _____ State _____ Postcode _____

EMAIL: The Buyer consents to Notices being served at: **THINKPINK52@HOTMAIL.COM**

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

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

SCHEDULE

The **Property** at:

Address: **53 MULUCKINE ROAD**

Suburb: **MULUCKINE** State **WA** Postcode **6401**

Lot **39** Deposited/Survey/Strata/Diagram/Plan **1403** Whole / Part Vol **1615** Folio **627**

A deposit of \$ **1,000** of which \$ **NIL** is paid now and \$ **1,000** to be paid within **5** days of acceptance

to be held by **HOLLETT & LAWRENCE**

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

Purchase Price: ~~\$185,000~~ **\$188,000** ^{DS} *EL* 16/8/2022 *MH by n* 19-8-22

Settlement Date: **35 DAYS AFTER SATISFACTION OF SPECIAL CONDITION 4.**

Property Chattels including: **WINDOW TREATMENTS, GARDEN SHEDS.**

GST WITHHOLDING

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

FINANCE CLAUSE IS APPLICABLE

LENDER: _____

MORTGAGE BROKER (NO if bank or finance company): _____

LATEST TIME: 4pm on: **20 DAYS AFTER THE CONTRACT DATE**

AMOUNT OF LOAN: \$ _____

SIGNATURE OF BUYER: _____

FINANCE CLAUSE IS NOT APPLICABLE

Signature of the Buyer if Finance Clause IS NOT applicable

DocuSigned by:
Ernie Lilley
9CFDE6C2A03649D

DocuSigned by:
Ernie Lilley 15/8/2022
9CFDE6C2A03649D

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

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



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CONDITIONS

1. SUBJECT TO FINANCE

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

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

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

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

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

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

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

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

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

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

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

1.4 Finance Approval: Approval Notice Given

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

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

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

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

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

1.6 Buyer Must Keep Seller Informed: Evidence

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

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

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

1.7 Right To Terminate

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

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

1.8 Waiver

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

1.9 Definitions

In this Clause:

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

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

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

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

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

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

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

Latest Time means:

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

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

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

Non Approval Notice means:

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

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

SPECIAL CONDITIONS

1. ANNEXURE 'A' (TIMBER PEST INSPECTION) APPLIES TO THIS CONTRACT.

2. ANNEXURE 'B' (MAJOR STRUCTURAL DEFECTS) APPLIES TO THIS CONTRACT.

3. ANNEXURE 'C' (APPLIANCES, CONDITION, RUBBISH) APPLIES TO THIS CONTRACT.

4. THE BUYER REQUIRES VACANT POSSESSION OF THE PROPERTY AT SETTLEMENT. WHEN THE BUYER GIVES WRITTEN NOTICE TO THE AGENT OF SATISFACTION OF SPECIAL CONDITIONS 1 (TIMBER PEST INSPECTION) AND 2 (MAJOR STRUCTURAL DEFECTS), THE SELLER WILL ISSUE TO THE TENANT OF THE PROPERTY FORM 1C (NOTICE OF TERMINATION) PRESCRIBED BY THE RESIDENTIAL TENANCIES ACT.

DocuSigned by:

Ernie Lilley

15/8/2022

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



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CONTRACTS NUMBER 2022
FOR USE BY REIWA MEMBERS
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SPECIAL CONDITIONS - Continued

5. THE SELLER DOES NOT WARRANT THE FUNCTIONALITY NOR WORKING ORDER OF THE TWO OLD IN-WALL MOUNTED ROOM AIR CONDITIONERS (FRONT LIVING ROOM AND FOURTH BEDROOM) AS THOSE UNITS HAVE RECENTLY BEEN REPLACED BY SPLIT SYSTEM AIR CONDITIONERS.

6. THE SELLER IS OF THE BELIEF THAT THE DIVIDING FENCE BETWEEN THE PROPERTY AND THE ADJOINING LOT, NAMELY 51 MULUCKINE ROAD, IS NOT ERECTED ON THE TRUE BOUNDARY ALIGNMENT BUT MAY BE APPROXIMATELY 30CM WITHIN THE PROPERTY. THE BUYER ACKNOWLEDGES AND ACCEPTS THAT ARRANGEMENT.

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

DocuSigned by: <i>Eve Lilley</i>	Date 15/8/2022	Signature	Date
9CFDE6C2A03649D...	Date	Signature	Date

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

Name	KEITH HERBERT LYON		08 9622 5920, 0417 653 051
Address	POST OFFICE BOX 1079		
Suburb	NORTHAM	State	WA Postcode 6401
Name			
Address			
Suburb		State	Postcode

EMAIL: The Seller consents to Notices being served at: **MAZZA62@LIVE.COM.AU**

(If a corporation, then the Seller executes this Contract pursuant to the Corporations Act.)

Signature <i>Keith Lyon</i>	Date 19.8.22	Signature	Date
Signature	Date	Signature	Date

RECEIPT OF DOCUMENTS

The Buyer acknowledges receipt of the following documents:
 1. This offer and acceptance 2. Strata disclosure & attachments (if strata)
 3. 2022 General Conditions 4.

DocuSigned by: <i>Eve Lilley</i>	Signature
9CFDE6C2A03649D...	

RECEIPT OF DOCUMENTS

The Seller acknowledges receipt of the following documents:
 1. This offer and acceptance 2. 2022 General Conditions
 3.

Signature <i>Keith Lyon</i>	Signature
--------------------------------	-----------

CONVEYANCER (Legal Practitioner/Settlement Agent)

The Parties appoint their Representative below to act on their behalf and consent to Notices being served on that Representative's email address.

	BUYER'S REPRESENTATIVE	SELLER'S REPRESENTATIVE
Name	TBA BAF Settlements, Sth Fremantle 9335 9133	MGM SETTS
Signature	<i>Eve Lilley</i>	<i>Keith Lyon</i>
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AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR TIMBER PESTS



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ANNEXURE 'A'

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

53 MULUCKINE ROAD, MULUCKINE BETWEEN LYON AND EL NOMINEES PTY LTD ATF THE EL SUPERANNUATION FUND

- The Buyer may at their expense obtain a non-invasive written Report on any Timber Pest Activity or Damage of the residential building and of the following described areas Located upon the Property ("**Building**"). If nothing is completed in the blank space then the Building will be the residential Building only.
- This Annexure does not apply to: (a) any Activity or Damage outside the Building; (b) any comments in the Report about conditions conducive to or susceptibility to Timber Pests; or (c) recommendations for further investigations.
- The Buyer must serve a copy of the Report on the Seller, Seller Agent or Seller Representative by 4PM on: *complete (a) or (b) (a*) / / OR (b*) **NO LATER THAN SEVEN (7) DAYS AFTER THE CONTRACT DATE** ("Date")
- If the Buyer, and Seller, Seller Agent or Seller Representative do not receive the Report before the Date then the Buyer will be deemed to have waived the benefit of this Annexure. Time is of the essence.
- If the Report identifies Activity on, or Damage to, the Building, the Buyer may at any time within three (3) Business Days after the Date serve a Timber Pest Notice on the Seller, Seller Agent or Seller Representative giving the Seller Five (5) Business Days to agree to Eradicate and/or Repair.
- If the Seller elects in writing to Eradicate and/or Repair pursuant to the Timber Pest Notice then the Settlement Date will be delayed until the later of: (a) three (3) Business Days after the Seller's Work is completed as certified by, the Seller's Builder in relation to Repair or a Consultant in relation to Eradication or, the later of them if both are required and (b) the Settlement Date.
- The Seller must do the Work expeditiously and in a good and workmanlike manner through (a) a Builder to Repair or (b) a Consultant to Eradicate, and provide evidence to the Buyer of completion of the Work.
- If, prior to the Seller commencing the Work, the Seller and Buyer wish to agree and do agree an amount to be paid by the Seller to the Buyer then that amount will be deducted from the Purchase Price at Settlement and the Seller will not undertake the Work.
- If the Seller does not agree in writing to Eradicate and/or Repair within Five (5) Business Days from when the Timber Pest Notice was served on the Seller, Seller Agent or Seller Representative then
 - At any time within a further Five (5) Business Days after (1) that period ending (if no notice is given by the seller); or (2) the date notice in writing is given by the Seller to the Buyer, the Buyer may give notice in writing to the Seller, Seller Agent or Seller Representative terminating the Contract and the Deposit and other monies paid will be repaid to the Buyer;
 - if the Buyer does not terminate the Contract pursuant to this clause 8, then this Annexure ceases to apply and the Contract continues unaffected by this Annexure.
- In this Annexure:
 - "Activity" means evidence of the presence of current Timber Pests,
 - "Builder" means a registered building service contractor (as defined in the *Building Services (Registration) Act 2011* WA) qualified to remedy the matters set out in the Major Structural Defects Notice.
 - "Consultant" means an independent inspector qualified and experienced in undertaking, pre-purchase property inspections pursuant to the Standard and Eradication.
 - "Damage" means evidence of damage caused by Timber Pests to the Building.
 - "Date" means the date inserted or calculated in clause 2. If no date is inserted in clause 2 then the Date will be Five (5) Business Days from the later of: (i) the Contract Date; or (ii) the Latest Time for Finance Approval (if any).
 - "Eradicate" and "Eradication" mean the treatment necessary to eradicate Activity affecting the Building.
 - "Repair" means the Work necessary to repair any Damage.
 - "Report" means a report performed in accordance with the Standard by a Consultant at the Property.
 - "Standard" means Australian Standard AS 4349.3-2010 (as amended from time to time) Inspection of buildings Timber Pest Inspections.
 - "Timber Pests" means subterranean and dampwood termites, borers of seasoned timber and wood decay fungi as defined in the Standard.
 - "Timber Pest Notice" means a Notice in writing from the Buyer to the Seller to provide the Seller with the opportunity to agree to Eradicate and/or Repair that the Buyer requires pursuant to the Report.
 - "Work" means the work required to Repair pursuant to the Timber Pest Notice.
 - Words not defined in this Annexure have the same meaning as defined in the Standard or the 2022 General Conditions.

BUYER SIGNATURE

DocuSigned by:

 9CFDE8C2A03649D

BUYER SIGNATURE

15/8/2022

SELLER SIGNATURE

SELLER SIGNATURE

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

19.8.22



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AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR MAJOR STRUCTURAL DEFECTS

ANNEXURE 'B'

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

53 MULUCKINE ROAD, MULUCKINE BETWEEN LYON AND EL NOMINEES PTY LTD ATF THE EL SUPERANNUATION FUND

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

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

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

DocuSigned by:
Eric Lilley

15/8/2022

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BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

AKH Dym

19.8.22

**RCDs & HWSAs,
Appliances Working,
Same State & Condition,
Vehicles, Rubbish & Chattels**




Annexure 'C'

This Annexure forms part of a Contract For Sale Of Land Or Strata Title By Offer And Acceptance between the following parties for the Property at

Property 53 MULUCKINE ROAD, MULUCKINE
Seller KEITH HERBERT LYON
Buyer EL NOMINEES PTY LTD ATF THE EL SUPERANNUATION FUND
Contract Date 19 August 2022

1. Within Five (5) Business Days of the Settlement Date the Seller will, at the Seller's cost, provide the Buyer with a written statement from a Licensed Electrical Contractor evidencing that an inspection and test of Residual Current Devices and Hard Wired Smoke Alarms installed at the Property was performed within the six (6) months preceding the Possession Date or Settlement Date, whichever is the sooner, and are compliant with Regulations.
2. If the Property is not sold subject to a Lease the Seller must remove from the Property before the Settlement Date all vehicles, rubbish and chattels other than the Property Chattels.
3. If the Property is not sold subject to a Lease the Property will be in the same state and condition at Settlement as it was immediately before the Contract Date.
4. All gas, electrical and plumbing fixtures and fittings (Appliances), whether fixed or an included portable Property Chattel, will be in Working Order at Settlement.
5. Working Order does not imply that an Appliance should function as if it was brand new. In seeking rectification of a defect it is unreasonable for the Buyer to demand new for old replacement. A reasonable tolerance should be allowed for its age.
6. In order to satisfy Clauses 2, 3 & 4, and any other obligations of the Seller under the Contract, the Buyer will inspect the Property on one (1) occasion within Five (5) Business Days before the Possession Date or Settlement Date, whichever occurs sooner, and test the functionality of the Appliances.

Initials


[EL]

15/8/2022

Initials [KHL]

Initials [.....]

Initials [.....]

7. The Seller must grant access to the Property to enable the Buyer, who may be accompanied by not more than two (2) persons, to inspect the Property for the purpose specified in Clause 6 on a Business Day at a time between 9:00am and 4:00pm.
8. The Seller is not required to be present in person during the Buyer's inspection.
9. The Seller must facilitate the Buyer's test of Appliances by ensuring that electricity, water and gas services are supplied to the Property.
10. If following an inspection under Clause 6 the Buyer identifies items that require rectification by the Seller under the Contract, the Buyer must give Notice (Buyer's Notice) of those items to the Seller.
11. Following rectification of items under Clause 10 the Buyer is entitled to inspect the Property to check that the Seller has rectified those items and the Seller must grant access to the Property to the Buyer for that purpose on one (1) further occasion prior to Possession or Settlement.
12. If the Seller is not able to perform or complete the rectification of those items under Clause 10 prior to settlement, then the Seller may authorise the Seller's Representative to withhold at settlement a reasonable estimated portion of the Purchase Price to be held in trust to fund the cost of rectification. Time being the essence of the contract.
13. If the Buyer does not perform the inspection of the Property and/or the test of Appliances within the time specified in Clause 5, then the Buyer will be deemed to have waived the benefit of Clauses 2, 3 & 4.

Signed by the Buyer DocuSigned by:
Eric Lilley
9CFDE6C2A03649D........

Dated 15/8/2022.....

Signed by the Buyer.....

Dated.....

Signed by the Seller *KHyer*.....

Dated 19.8.22.....

Signed by the Seller.....

Dated.....

References

Electrical Regulations 1947; Reg 12 (properly installed), 12A(2) (installation), 13 (premises occupied), 14 (premises not occupied)

Building Regulations 2012; Reg 56(1)(a) (installed), 60(2) (requirements)