

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

TO:



LICENSEE: NGARRIN INVESTMENTS PTY LTD
TRADING AS KEVIN GREEN REAL ESTATE
ACN: 008 944 296 / ABN: 70 045 428 465
21 MANDURAH TERRACE, MANDURAH, WA 6210
LICENSED REAL ESTATE & BUSINESS AGENT
PH: (08) 9534 0000 FX: (08) 9534 0099

Consultant: *Martha*
Phone: *04399930043*

As Agent for the Seller / Buyer

THE BUYER (FULL NAME AND ADDRESS): *Macste Pty Ltd A/F Mucca Superannuation Fund*
of 46 Morfitt St
Mandurah WA 6210

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

6-13 Justice St Dudley Park WA 6210

Lot *6* Deposited/Survey/Strata/Diagram/Plan *2478* Whole/Part Vol *1380* Folio *1798*

A deposit of \$ *1000* of which \$ *n/a* is paid now and \$ *1000* to be paid within *7* days of acceptance

to be held by *Kevin Green Trust Account*
("the Deposit Holder") The balance of the Purchase Price to be paid on the Settlement Date

Purchase Price *\$255,000 smc* *986*

Settlement Date *on or before 28 days from finance approval*

Property Chattels including *All window, floor and light fittings as inspected on the 8-12-15*

FINANCE CLAUSE IS APPLICABLE

LENDER *TBA*
(NB: if blank, can be any Lender)

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

AMOUNT OF LOAN: *\$100,000*

SIGNATURE OF BUYER: *SMF Donald*

FINANCE CLAUSE IS NOT APPLICABLE

Signature of the Buyer: If Finance Clause IS NOT applicable

SPECIAL CONDITIONS

- 1) Form 28 and 29, form part of this contract smc*
- 2) Annexures A, B and C, form part of this contract smc*
- 3) The Buyer acknowledges having received a copy of the Strata Titles Act containing Schedules 1 and 2 of the Strata By Laws smc*

SMF Donald

Joan A. Chalmer

CONTRACT FOR SALE OF LAND OR STRATA TITLE BY OFFER AND ACCEPTANCE

11/13 810

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: Seller's 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).

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 2011 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.

- 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 2011 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. If GST is applicable 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.

BUYER [If a corporation, then the Buyer executes this Contract pursuant to s.127 of the Corporations Act.]

Simon Donald

Witness
Harriet

Date
8.12.15

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

Jean Redmond Chalmer of 2 Orsino Blvd North Coogee WA 6163

[If a corporation, then the Seller executes this Contract pursuant to s.127 of the Corporations Act.]

Jean Redmond Chalmer

Witness
[Signature]

Date
19.12.17

RECEIPT OF DOCUMENTS

The Buyer acknowledges receipt of the following documents:

- 1. This offer and acceptance
- 2. 2011 General Conditions
- 3. Form 28 and its attachments (if a strata lot)
- 4. []
- 5. Other []

Simon Donald

RECEIPT OF DOCUMENTS

The Seller acknowledges receipt of the following documents:

- 1. This offer and acceptance
- 2. 2011 General Conditions
- 3. []
- 4. Other []

Jean Redmond Chalmer

CONVEYANCER The Parties nominate their Representative below to act on their behalf and consent to Notices being served to that Representative's facsimile number

BUYER'S REPRESENTATIVE

SELLER'S REPRESENTATIVE

Name

Bourwards

Signature

Simon Donald

Jean Redmond Chalmer

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11/13

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.







PART 1 - COMPULSORY DISCLOSURE OF INFORMATION BY EVERY SELLER

Particulars of buyer and strata company

Description of lot to be sold: lot 6 on "strata/survey-strata plan no. 2478
Street address of lot 6-13 Leslie St Dudley Park WA 6210
Name of prospective buyer(s) Macste Pty Ltd ATF Macca Superannuation
Buyer's address Fund of 46 Morfit St Mandurah
WA 6210

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)
2 Day Rd
Rockingham

Contact person (if known) Strata Specialists Telephone 9529 4501
(NISHA)
(*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.....

X SMC *gab*



PART 3 - ACKNOWLEDGEMENT OF RECEIPT OF NOTIFIABLE INFORMATION

Statement by Seller(s)

Name(s) Jean Redmond Chalmer

Address(es) 2 Orsino Blvd
North Coogee WA 6163

- * I/We, the Seller(s), hereby certify that the notifiable information in relation to the Strata lot as described in Part 1 of this form, as required by section 69 of the *Strata Titles Act 1985*, has been given to -
 - * the prospective buyer(s); or
 - * the listing agent to provide it to the prospective buyer(s), before the offer or contract to purchase this property was signed by the buyer.
- * I/We authorise the prospective buyer(s) to inspect the records of the strata company.

Seller(s) signature(s) Jean R Chalmer

Date 04.10.15

(* Delete whichever is inapplicable)

Acknowledgement by prospective buyer(s)

*I/We, the prospective buyer(s) described in Part 1 of this form, acknowledge that *I/we have received notifiable information in respect of the lot described in Part 1 of this form and understand that the disclosure given by the seller(s) or by the selling agent is not an offer or a contract to purchase a strata titled lot, but only provides information to *me/us.

Prospective buyer(s) signature(s) Smac Donald

Date 8.12.15

(* Delete whichever is inapplicable)

Statement by selling agent

Martha Malkonic (name of agent)

of Kevin Green R/E (name of firm)

as selling agent, hereby certify that the notifiable information for this property, as provided by the seller, has been given to the prospective buyer(s).

Selling agent's signature [Signature]

Date 8/12/15

X SMC X [initials]



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.....

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 \$ 604.-

[] 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 \$ 100.-

[] 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.....

X GmC [Signature]

FORM 29
Strata Titles Act 1985
Section 69A(f)

BUYING AND SELLING A STRATA TITLED LOT

This information applies to lots in a strata scheme and a survey-strata scheme.

If you are uncertain about any matter mentioned below you should obtain independent advice from a lawyer or other expert **BEFORE** signing an offer to purchase or sell or entering into a contract to purchase a strata titled lot.

If you intend **BUYING A STRATA TITLED LOT**, you should note that as owner of the lot you will be subject to the following obligations and restrictions.

1. You will be buying the strata titled lot AND a share in the common property in the strata titled scheme.
The lot number on the strata or survey-strata plan may not correspond with the unit/apartment number used for postal purposes.

2. The strata titled scheme consists of all the lots and the common property which are shown on the strata or survey-strata plan.

On a strata plan, the common property may comprise parts of a building or buildings (eg. walls, floors, roof) in which the lots may be situated and any land not part of a lot.

On a survey-strata plan, the common property is those lots shown as "CP lots" on the plan and will include any building which is situated on a common property lot.

3. As an owner of a strata titled lot, you will be a member of the strata company and entitled to participate in its management.

A strata company automatically comes into existence on registration of the strata or survey-strata plan.

4. Your right to deal with the lot and to use the common property is restricted because it is subject to the *Strata Titles Act 1985 as amended*, the *by-laws of the strata company*, any *resolutions which the strata company may have passed*, and management by the strata company.

A copy of the standard by-laws for strata companies which is contained in the Strata Titles Act 1985, is printed at the end of or is attached to this brochure.

The standard by-laws may be repealed, changed or added to by the strata company.

The standard by-laws may be changed by a Management Statement registered at the same time the strata or survey-strata plan is registered.

Later changes to the by-laws by the strata company will be recorded in its records and must be registered on the strata or survey-strata plan within 3 months.

Restrictions on the use of the lot may also be shown on the strata or survey-strata plan.

The strata company may have passed resolutions which affect the lots and common property, e.g. approving a plan of re-subdivision or a transfer or lease of common property. These resolutions are recorded in the minutes of meetings of the strata company.

buying and selling a strata titled lot



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5. You will be liable to pay a strata levy to the strata company for administrative expenses, including maintenance, upkeep and repair of buildings forming part of or on the common property, and insurance of the common property, unless you are in a scheme of 2 to 5 lots which may be exempt from these requirements.

Your contribution will be calculated in proportion to the unit entitlement of the lot to the aggregate unit entitlement of all the lots on the strata or survey-strata plan, unless the strata company has passed a by-law to change the basis on which the contributions are proportioned.

The unit entitlement is found on the strata or survey-strata plan.

You may also be liable to contribute to a reserve fund for contingent expenses, which will be calculated in proportion to the unit entitlement of the lot.

The amount of contributions to a strata levy and reserve fund can be obtained in a certificate from the strata company. The strata company will also be able to advise of any outstanding contributions owing by the seller and of any contributions which have been approved but are not yet due.

6. Except in certain circumstances, 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.

BEFORE ENTERING INTO A CONTRACT or an offer to purchase or sell a strata titled lot, the seller must provide to the buyer a completed and signed Disclosure Statement (Form 28 in the Strata Titles General Regulations 1996).

Alternatively, the information required to be included in the Disclosure Statement may be incorporated into the contract.

The Disclosure Statement (or contract) must have attached to it -

- a copy of the registered or proposed strata or survey-strata plan, which clearly identifies the lot being sold and any information which relates specifically to the lot;
- a copy of this document ("Buying and Selling a Strata Titled Lot")(including the standard by-laws);
- a copy of all non standard by-laws of the strata company, including any which have been passed by the strata company but not yet registered or any by-laws which are proposed to apply to the scheme.
- the unit entitlement of all the lots in the scheme.

If the seller is the original proprietor of the lot, then the additional information which is listed in Part 2 of the Disclosure Statement must also be given.

The buyer may have the **RIGHT TO TERMINATE A CONTRACT** to purchase a strata titled lot if -

- (i) a signed and completed Disclosure Statement was not provided by the seller before the buyer entered into the contract or the information required to be included in the Disclosure Statement was not included in the contract; or
- (ii) certain changes occur in relation to the strata company, the strata or survey-strata plan or the common property (as set out in section 69C(3) of the Strata Titles Act 1985) before settlement and the seller has not given notice in writing to the buyer of those changes.

The buyer's right to terminate the contract is restricted if the Disclosure Statement or notification of any changes was given after entering into the contract but before settlement.

The **STANDARD BY-LAWS** contained in the *STRATA TITLES ACT 1985* are *

(*Delete whichever is not applicable)

SMC [initials]

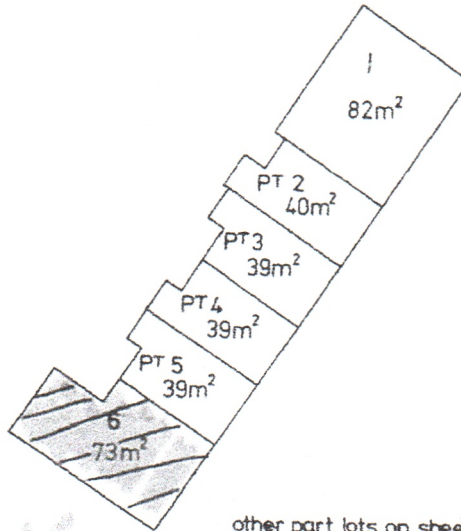
Annexure A

CA 4

SHEET No. 1 OF 2 SHEETS

STRATA PLAN No. 2478

GROUND FLOOR



SMC

X

SCALE 1:300 FEET TO AN INCH

APPROVED

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

TOWN PLANNING BOARD

David Can

DATE 30. 4. 74 CHAIRMAN

LOCAL AUTHORITY MANDURAH

DATE 16th April 1974 *Bondhoe* SHIRE/TOWN CLERK

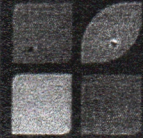
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Annexure B
S2478

Lot Number	Part	Register Number	Unit Entitlement	Lot Number	Part	Register Number	Unit Entitlement
1		1380/793	1	2		1380/794	1
4		1380/796	1	5		1380/797	1
→6		1380/798	1	3		1380/795	1

✱ Smc

✱ file



Property Address 6/13 Leslie St Dudley Park WA 6210

ANNEXURE 'C'

1. TITLE- LIMITATIONS, ENCUMBRANCES AND NOTIFICATIONS

The Buyer has been made aware, accepts and has received copies of the following encumbrances as specified on the certificate of title:

- RESTRICTIVE COVENANTS: -
- MEMORIAL: -
- NOTIFICATION: L615428 (Serving on Notification that Strata)
- EASEMENT: - *specialists are the Strata Managers*
- CAVEAT: -
- OTHER: -

2. FIXTURES AND FITTINGS

The Seller warrants that this contract includes all fixtures and fittings as inspected. These fixtures and fittings may include but are not limited to window treatments, floor coverings, light fittings, dishwasher, TV antennas, clothes lines and garden sheds.

The Buyer accepts that the following fixtures and fittings are not included in the sale:

-no tv antenna (there maybe one inside the ceiling cavity) *EMC*

3. IMPROVEMENTS

The Seller warrants that all structures and improvements requiring approval have local authority approval unless stated on the Offer & Acceptance.

4. WORKING ORDER- PLUMBING, GAS, ELECTRICAL

The Seller warrants that at the date of this agreement and at the time of the final inspection the following shall be in working order:

EMC *plb*

All electrical plant and equipment including but not limited to:

- ❖ Electrical lighting including light globes
- ❖ Air-conditioning where installed
- ❖ All power point outlets
- ❖ Electrical Hot Water System where installed
- ❖ Electric fans including exhaust fans where installed
- ❖ Dishwasher where installed and included in the sale
- ❖ Electric wall oven, electric hot plates

All gas plant and equipment including but not limited to:

- ❖ Gas Hot Water system where installed
- ❖ Gas stove, cook tops and wall oven where installed
- ❖ Gas room heaters where installed and included in the sale.

All plumbing including but not limited to:

- ❖ All water supply pipes, taps including washers
- ❖ Waste water plumbing including toilet cisterns
- ❖ All effluent disposal systems and (where installed) septic systems, leach drains.
- ❖ In the case where a bore is on the property (or water is supplied from a bore on another property and where such supply is the subject to written deed) all plumbing equipment valves and pipes.

Solar Hot Water System where installed (including boosters)

In the case where an electronic security system is installed:

- ❖ All electronic equipment, sensors, wiring, smoke detectors, alarm units and any other component that forms part of the electronic system.

In the case where the property is reticulated (either off mains or bore) all pipe work, risers sprinkler heads and timers etc (if automatic) to be intact and working.

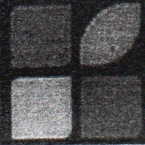
In the case where a swimming pool or spa is installed:

- ❖ All pumps, cleaning and filtration systems, plumbing and (where installed) heating equipment.

The Seller advises that the following items are excluded from this warranty:

TV antenna.

This warranty expires at settlement of the sale of the property save for these items that the Buyer has expressly raised prior to settlement in writing or pursuant to the pre inspection report.



5. SPA & SWIMMING POOL (cross out whichever does not apply)

If a swimming pool or spa is installed at the property the Seller agrees that all equipment (as inspected) is to be included in the purchase price.

a. The Seller warrants that the fencing/barriers around the pool or spa are compliant with the guidelines set by the relevant authorities and the Buyer is not required to complete any further works to the current barriers in place.

OR

b. The current barriers/fencing around the pool or spa are not compliant with the guidelines set by the relevant authorities. The Buyer accepts that upon settlement or possession they will have a statutory obligation to ensure that at their own expense the barriers/fencing around the pool or spa are compliant with current guidelines.

X *SMC* X *JK*

6. RCD'S AND SMOKE ALARMS

The Seller represents and warrants to the Buyer that at Settlement:

Smoke Alarms

- (a) the Property will meet the requirements of the deemed-to-satisfy provisions concerning smoke alarms or smoke hazard management under the Building Code applicable at the time of installation; and
- (b) each smoke alarm necessary to meet those requirement was installed less than 10 years before the Settlement Date; and
- (c) each smoke alarm referred to in paragraph (b) is or will be in working order; and
- (d) if a smoke alarm referred to in paragraph (b) was, at the time of its installation, required to be connected to the mains power supply to meet those requirements –
 - i. the alarm is permanently connected to the mains power supply; or
 - ii. if, in relation to the alarm, the use of the battery powered smoke alarm has been approved by the local government authority, the alarm has a 10 year battery life that cannot be removed.

Residual Current Devices (cross out whichever does not apply)

- (a) At least two Residual Current Devices (RCDs) are installed to the residential premises. The RCDs protect all power point and lighting final sub circuits to comply with the Electricity Regulations 1947 ("the Regulations"); **OR**
- (b) The Seller has received an exemption from EnergySafety (see attached). The exemption has been granted because the residential premises do not have a switchboard or the switchboard does not accommodate two RCDs and an inspector (under the Regulations) has provided a written notice that it is impractical to install two RCDs, but the Seller has installed one RCD to the residential premises.

X *SMC* X *JK*

7. TERMITE CLEARANCE

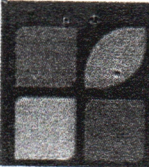
This contract is conditional upon a timber pest inspection report being obtained no later than ten (10) business days before settlement / ~~within () days from finance approval of this offer by~~ and at the expense of the Buyer from a licensed pest control operator certifying that an inspection to Australian Standard AS 4349.3 Inspection Buildings- Timber Pest Inspections has been performed. If the Buyer does not obtain such a report and provide a copy of the report to the Seller within the time specified, then this condition is deemed waived by the Buyer. If the report disclosed live timber pests or timber pest damage to the Property's residential building, then the Buyer shall supply the Seller with a copy of the report. If the Seller at his own expense is unable or unwilling to eradicate, remedy or rectify such timber pest activity or damage, then the Buyer may at any time within five (5) days of the date of such report, give notice in writing terminating the Contract whereupon the Contract shall be at an end and the Deposit and other monies paid pursuant to this Contract shall be repaid to the Buyer. If the Buyer does not terminate the Contract within the time specified in this Clause, then the Buyer shall be deemed to have waived the benefit of this Clause.

8. BUILDING INSPECTION (cross out if not required)

This offer is subject to a written report stating that the buildings at the property in question are structurally sound. This report is to be obtained by and at the expense of the Buyer from a licensed builder / engineer and produced to the Seller or the Sellers Agent ~~no later than ten (10) business days before settlement /~~ within (14) days from ~~acceptance /~~ finance approval of this offer (as specified in the Joint Form of General Conditions for the Sale of Land relevant to this contract) of acceptance of this offer. Failure to produce this report within the time specified shall deem the Buyer to have waived the benefit of this clause. Should the report disclose a structural fault then the Seller shall have five (5) business days from receipt of the report in which to rectify the fault or this offer shall be at an end.

9. FINAL INSPECTION

All parties to the contract agree that the Buyer/s are entitled to return to the property to conduct another inspection prior to settlement should they find anything items that need to be rectified at the pre settlement inspection. The Buyers agree that this inspection is solely for the purpose of checking to ensure that the items raised at the pre settlement inspection have been rectified.



10. DISCLOSURE

Kevin Green Real Estate pursuant to the Real Estate and Business Agent Act and Code of Conduct for Agents and Sales Representatives hereby discloses a significant relationship, affinity or connection with Bouvard Settlements, Smartline and Mandurah Pest Control.

<u>SmacDonald</u>	<u>[Signature]</u>	<u>8-12-15</u>
BUYER	WITNESS	DATE

_____	_____	_____
BUYER	WITNESS	DATE

<u>Van K. Chalmer</u>	<u>[Signature]</u>	<u>10-12-2015</u>
SELLER	WITNESS	DATE

_____	_____	_____
SELLER	WITNESS	DATE

