

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



Ray White

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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

TO: **L & B NOMINEES PTY LTD**
Trading as Ray White Geraldton 1/201 Foreshore Drive Geraldton WA 6530

As Agent for the Seller / ~~Buyer~~

THE BUYER (FULL NAME AND ADDRESS)

HENMICKHILL PTY LTD AS TRUSTEE FOR THE
COX FAMILY SUPERANNUATION FUND ABN ~~40167905336~~
Address: **P.O. Box 700 TUDYAY WA 6566** 88432535533

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:

Proposed Lot **3/39 Utakarra Road, Utakarra WA 6530**

Lot **3** Deposited/Survey/Strata/Diagram/Plan **60725** Whole Vol **T.B.A** Folio **T.B.A**

A deposit of \$**2,000** of which \$**nil** is paid now and \$**2,000** to be paid within **14** days of acceptance

to be held by **Ray White Real Estate Trust Account**

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

Purchase Price ~~\$165,000~~ **\$170,000**

Settlement Date **to be within 14 days of issue of title**

Property Chattels including **All fixtures, fittings, window treatments as of 17th February 2016**

FINANCE CLAUSE IS APPLICABLE

LENDER: _____
LATEST TIME: 4pm on: _____
AMOUNT OF LOAN: _____
SIGNATURE OF BUYER: _____

FINANCE CLAUSE IS NOT APPLICABLE

Signature of the Buyer if Finance Clause IS NOT applicable

① *[Signature]*
② *[Signature]*

SPECIAL CONDITIONS

1. This contract is subject to all gas, plumbing and electrical fixtures and fittings being in good working order prior to settlement.

2. Forms 28 & 29 Strata Disclosure statements form part of this contract.

3. Strata Plan 60725 forms part of this contract with the said sale Pt lot 3 highlighted.

4. The seller agrees that the front hole at the property will be repaired in a tradesman like manner prior to settlement.

THIS CONTRACT IS SUBJECT TO CONDITIONS THE PROPERTY HAS INDIVIDUAL WATER & POWER METERS & IS CONNECTED TO DEEPSIDE

① *[Signature]* ② *[Signature]*

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(2) 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).

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.

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.

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

	Witness	Date
		17/02/2016
		17/02/2016

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

Julie Ada Carrington Twiss and Brian James Carrington Twiss
P.O Box 1539 Geraldton WA 6531

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

	Witness	Date
		26-02-16
		26-02-16

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

--	--

RECEIPT OF DOCUMENTS

The Seller acknowledges receipt of the following documents:

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

--	--

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	<input type="text"/>	Name	CHAMPION BAY
Signature		Signature	

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PROJECT		PROPOSED UNITS	
LOT 105, UTAKARRA ROAD, RANGWAY, GERALDTON, W.A. for "IN TOWN APARTMENTS."			
DRAWING	SITE PLAN	JOB NO.	0793
DRAWN BY	LS	ARCHIT	GTE
DATE	JAN 09	SCALE	1:250
DRAWN BY	LS	ARCHIT	GTE
DATE	JAN 09	SCALE	1:250

6 WHEEL HAYES LAKE, GERALDTON WA 6530 (P.O. BOX 271) TEL 08 9064 4849 FAX 08 9064 2424
ARCHITECTS

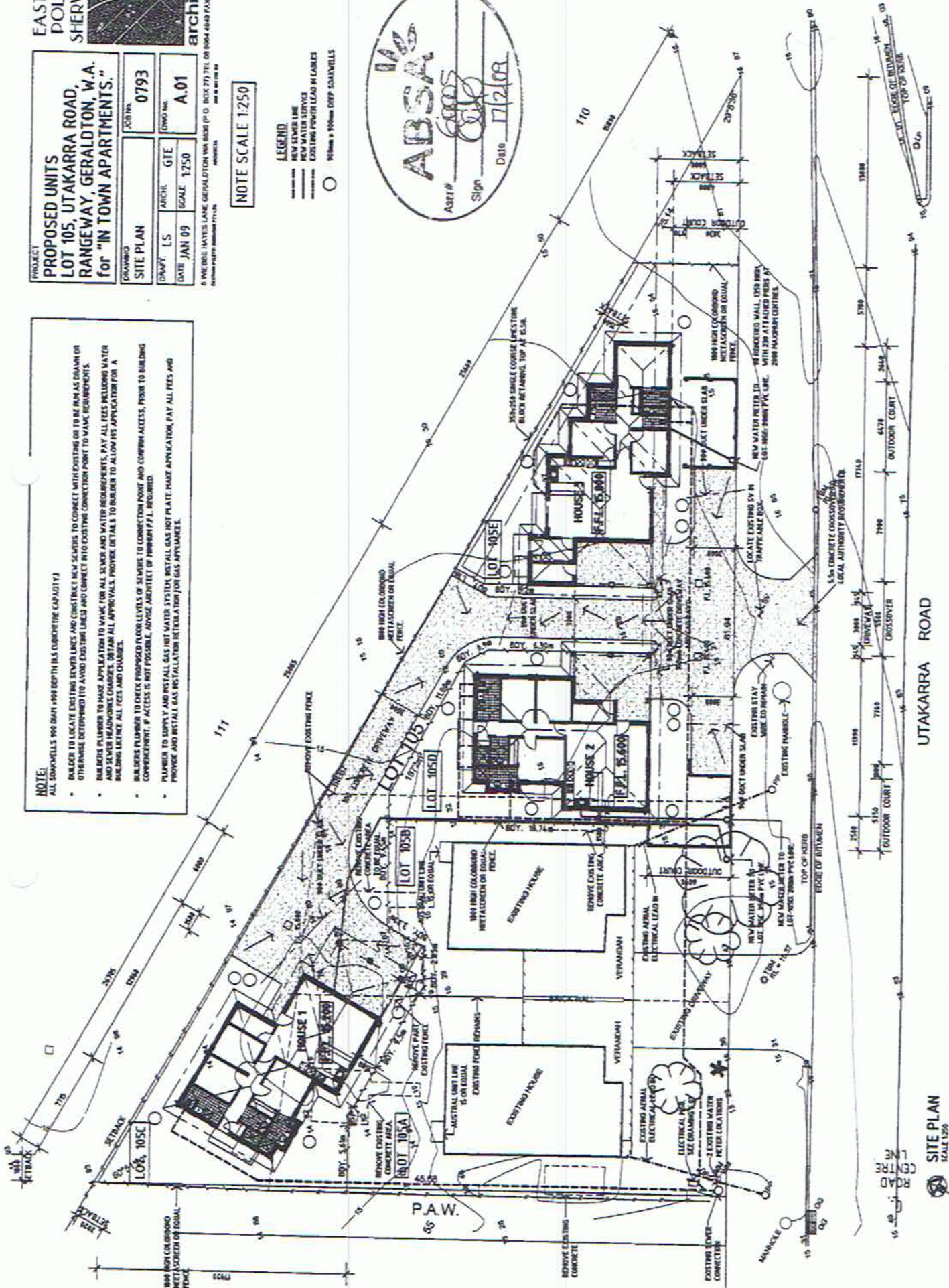
NOTE SCALE 1:250

- LEGEND
- NEW SEWER LINE
 - NEW WATER SERVICE
 - EXISTING POWDER LEAD IN CABLES
 - 100mm x 100mm DEEP SOAKWELLS



NOTE:
ALL SOAKWELLS 900 DEAM x 900 DEPTH (BLS COMPETE CAP 017)

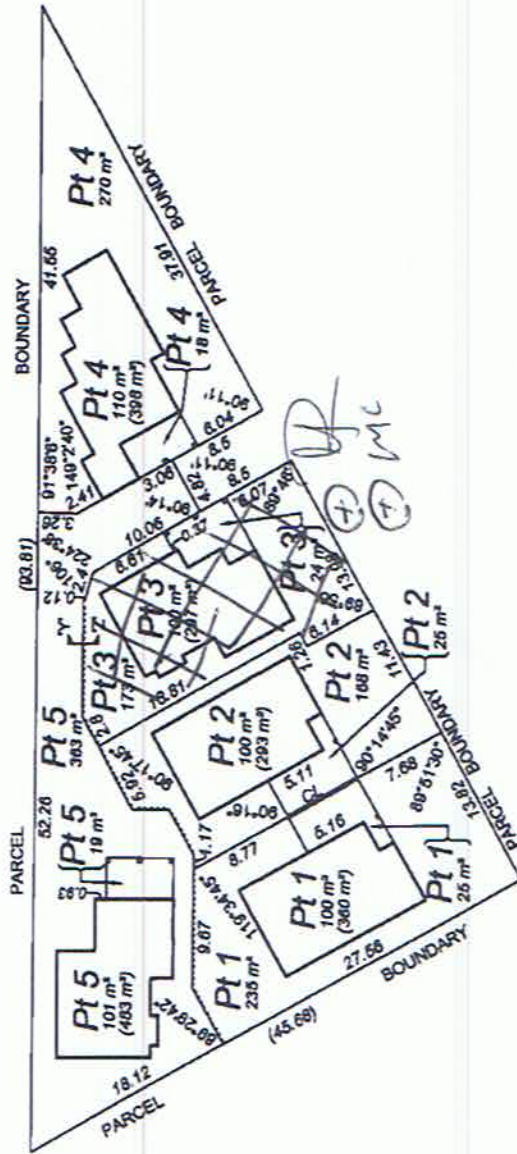
- BUILDER TO LOCATE EXISTING SEWER LINES AND CONSTRUCT NEW SEWERS TO CONNECT WITH EXISTING OR TO BE RUN AS DRAIN OR OTHERWISE DETERMINED TO AVOID EXISTING LINES AND CONNECT INTO EXISTING CONNECTION POINT TO MAIN SEWERWORKS.
- BUILDER PLUMBER TO MAKE APPLICATION TO WAK FOR ALL SLAMM AND WATER REQUIREMENTS, PAY ALL FEES INCLUDING WATER AND SEWER HEADWORKS CHARGES, OBTAIN ALL APPROVALS. PROVIDE DETAILS TO BUILDER TO ALLOW HT APPLICATION FOR A BUILDING LICENSE ALL FEES AND CHARGES.
- BUILDER PLUMBER TO CHECK PROPOSED LEVELS OF SLAMM TO CONNECTION POINT AND CORRECT ACCESS, POINT TO BUILDING COMPARTMENT. IF ACCESS IS NOT POSSIBLE, ADVISE ARCHITECT OF PROPOSED P.F.L. REQUIRED.
- PLUMBER TO SUPPLY AND INSTALL GAS HOT WATER SYSTEM, INSTALL GAS HOT PLATE. MAKE APPLICATION, PAY ALL FEES AND PROVIDE AND INSTALL GAS INSTALLATION RETERATION FOR GAS APPLIANCES.



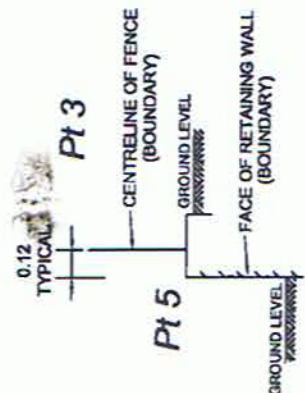
UTAKARRA ROAD

SITE PLAN
SCALE 1:250

STRATA PLAN
60725
SHEET 2 OF 2 SHEETS



CL DENOTES BOUNDARY IS CENTRE PLANE OF WALL
 DENOTES LIMESTONE BLOCK RETAINING WALL
 SEE SECTION 'Y' - 'Z' FOR TYPICAL DETAIL



GROUND FLOOR PLAN
SCALE 1:400

SECTION 'Y' - 'Z'
NOT TO SCALE



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.

THE STRATUM OF THE PART LOTS, INCLUDING THE CUBIC SPACE ABOVE AND BELOW THE PART LOTS COMPRISING BUILDINGS, IS LIMITED TO BETWEEN 8 METRES BELOW AND 10 METRES ABOVE THE UPPER SURFACE LEVEL OF THE LOWEST GROUND FLOOR OF THE MAIN BUILDING APPURTENANT TO THEIR CORRESPONDING LOT NUMBER, INCLUDING WHERE COVERED.

THE COLUMNS ARE INCLUDED IN THE PART LOTS EXTERNAL TO THE BUILDINGS, UNLESS OTHERWISE STATED ALL DISTANCES ARE FROM BOUNDARIES OR EXTERNAL SURFACE OF WALLS.

ANGLES ARE 90 OR 135 DEGREES UNLESS OTHERWISE STATED.

REF: 042717/030
DRAWN BY:



SURVEYORS & PLANNERS
HILLIER, THOMPSON & DELFOS

PO Box 820, GERALDTON WA 6531
Ph: (08) 9921 3111 Fax: (08) 9921 8072

Moving of Water Meter

Annexure 'A'

Property 3/39 Utakarra Rd, Utakarra W.A 6530



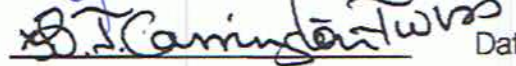
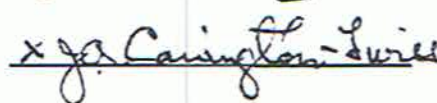
Purchaser Henmickhill Pty Ltd ATF for the Cox Family Super Fund

This offer is subject to the sellers having the Water meter for Lot 4 re-located to the Courtyard at Lot 4. It is presently in the yard of the property being purchased at Lot 3.

This is to be done at the seller's expense and within 90 days of settlement. Upon Settlement, an amount of \$10000 will be held in trust with the purchaser's settlement agent, (Peter Groom) and released to the seller upon the completion of the works.

Should the work not be completed within the required 90 day time frame, the sellers give authority for those funds to be released back to the buyer to have this work done themselves.

The seller will have a notification registered on the strata title to allow access for the meter until the work is completed. After the Meter has been moved, the seller will also arrange for this notification on the title to be removed. This will be at the seller's expense in both cases.

Purchaser	<u></u>	Date	<u>14/3/16</u>
Purchaser	<u></u>	Date	<u>14/3/16</u>
Seller	<u></u>	Date	<u>27-2-16</u>
Seller	<u></u>	Date	<u>27-2-16</u>