

TO:

Address: 9 Lanao Way  
Atwell WA 6164

**Professionals**  
propertynet

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PropertyNet Pty Ltd  
Licence: 39820  
ABN: 21 360 025 657

As Agent for the Seller / Buyer

THE BUYER (FULL NAME AND ADDRESS)

CAPE MHT PTY LTD as bare trustee  
for The M.H. Property Trust, held in trust for Cliff Fund  
Pty Ltd as trustee for the Clifford Superannuation Fund, PO Box 240  
MAMMONT HILL WA 6911  
OFFERS TO PURCHASE (as joint tenants/tenants in common sharing 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:

3 MUGO LANE, AUBIN GROVE

Lot 203 Deposited/Survey/Strata/Diagram/Plan 49269 Whole/Part Vol 2614 Folio 743

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

to be held by PROFESSIONALS PROPERTYNET TRUST ACCOUNT (the Deposit Holder). The balance of the Purchase Price to be paid on the Settlement Date

Purchase Price ~~495,000~~ \$500,000 ~~2~~ ~~255,000~~ ~~2~~

Settlement Date 21 Days From Finance Approval \$507,500

Property Chattels including All Window treatments, Floor Coverings, Light Fittings & Fixtures and Fittings as Inspected

**FINANCE CLAUSE IS APPLICABLE**  
LENDER BANK WEST / YBA  
LATEST TIME: 4pm on 28 Days From ACCEPTANCE  
AMOUNT OF LOAN: \$250,000  
SIGNATURE OF BUYER: [Signature]

**FINANCE CLAUSE IS NOT APPLICABLE**  
Signature of the Buyer if Finance Clause IS NOT applicable

**SPECIAL CONDITIONS**

1. PURCHASER RECEIVED A COPY OF CERTIFICATE OF TITLE FOR THIS PROPERTY TOGETHER WITH PLAN 49269 AND WITH RESTRICTIVE COVENANT APPLICABLE TO THIS PROPERTY.
2. VENDOR WARRANTS ALL ELECTRIC, GAS, PLUMBING & RETIC APPLIANCES ARE IN WORKING ORDER 7 Days Before Settlement or at Settlement.
3. ANNEXURE A + ANNEXURE B ARE PART OF THE CONTRACT.

[Signatures]

CONDITIONS

SUBJECT TO FINANCE

If the Buyer signs the "Finance Clause is not 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 an application for Finance Approval 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 Finance Approval 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; 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) written 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 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 advise the Seller or Seller Agent of:
(1) 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 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 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 2009 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.

2 Waive

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.

3 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 15 Business Days after the Contract Date.

Lender means:

- (a) the lender or mortgage broker nominated in the Schedule; or
(b) if the Buyer makes a finance application to, or if no lender is nominated in the Schedule then, any bank, building society, credit union or other institution which makes loans and in each case is carrying on business in Western Australia or a mortgage broker carrying on business in Western 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 Finance Approval has been rejected or 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 2009 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.]

Handwritten signatures and dates for the Buyer and a witness. Date: 22-1-14.

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

THANANJEYAN SHIVAKUMAR
14 WATERFORD AVENUE, WATERFORD WA 6152

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

Handwritten signature and date for the Seller and a witness. Date: 23-1-14.

JOINT FORM A true copy of this document has been received by each of the Parties - together with a copy of the 2009 General Conditions.

Handwritten signatures for the joint form.

STRATA DISCLOSURES

If the Property is a Strata Lot, then the Buyer acknowledges having received the Form 28 Disclosure Statement before signing this Contract.

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: TBA
SELLER'S REPRESENTATIVE: [Signature]
Name and Signature fields for both parties.



# timber pest pre purchase inspection



## ANNEXURE **B**

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

**3 MUGO LAKE AUBINOROVE**

### TIMBER PEST PRE PURCHASE INSPECTION

This Contract is conditional upon a timber pest inspection report being obtained no later than ~~five (5) business days before Settlement~~ / within (**7**) days from acceptance / 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 report discloses 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 (**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.

<input type="checkbox"/>	<b>22/1/14</b>	<input type="checkbox"/>	<b>22/1/14</b>
Buyer		Buyer	
<input type="checkbox"/>	<b>23/1/14</b>	<input type="checkbox"/>	<input type="checkbox"/>
Seller		Seller	

### TERMITE CLEARANCE

This Contract is conditional upon a report being obtained no later than ~~five (5) business days before Settlement~~ / within (**7**) days from acceptance / finance approval of this offer by and at the expense of the Buyer from a licensed pest control operator certifying an inspection has been performed. If the report discloses termite activity or termite damage to the Property's residential building and the Seller at his own expense is unable or unwilling to eradicate, remedy or rectify such termite activity or damage, then Buyer may at any time within (**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.

<input type="checkbox"/>	<b>22/1/14</b>	<input type="checkbox"/>	<b>22/1/14</b>
Buyer		Buyer	
<input type="checkbox"/>	<b>23/1/14</b>	<input type="checkbox"/>	<input type="checkbox"/>
Seller		Seller	





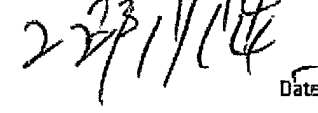
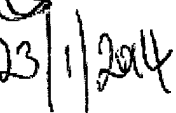
ANNEXURE (A)

**STATE GOVERNMENT REGULATIONS  
SWIMMING POOL/SPA  
SMOKE ALARM(S)  
RCDs**

This Annexure forms part of the Contract for the Sale of Land and/or Strata Title for the Property at  
**3 MUGO LANE ARBINGRAVE.**

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

- 1 Swimming Pool/Spa
  - a) the swimming pool/spa mechanical and electrical ~~plant and equipment will be in good working order;~~
  - b) the pool/spa safety barriers ~~will comply with the requirements of all Authorities; and~~
  - c) the Buyer ~~will not be required to undertake any works to the pool/spa safety barriers.~~
- 2 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 requirements 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.
- 3 Residual Current Devices
  - \* Delete either 3(a) or 3(b)
  - a) (i) at least two Residual Current Devices (RCDs) are installed to the residential premises.  
(ii) the RCDs protect all power point and lighting final subcircuits 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.
  - c) residential premises means premises that constitute or are intended to constitute a place of residence at the Property.

			
Buyer	Buyer	Seller	Seller
			
Date	Date	Date	Date