

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 \$2 million or more, Withholding Tax will apply to this Contract, and a special condition to this Contract may be required.

To: **Iconic Commercial Property**
Street: **Suite E5, 661 Newcastle Street**
Suburb: **Leederville** State: **WA** Postcode: **6007**
ABN: **65 167 171 977** Email: **bruno@iconicwa.com.au**
Phone: **9228 9111** Mobile: **0419 195 039** Fax: **9227 5024**
As Agent for the Seller / ~~Buyer~~

THE BUYER

Name: **Not Variable Pty Ltd ACN 617 228 494 as Custodian for the Constant Superannuation Fund**
Address: **C/- Goodall & Co, Unit 1 235 Rockingham Road Spearwood WA 6163**

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:
Address: **Unit 5,**
11 Simper Rd,
Suburb: **Yangebup** State: **WA** Postcode: **6164**
Lot **2** Deposited / Survey / Strata / Diagram / Plan **S073526** Whole Vol **2914** Folio **500**
A deposit of \$ **10,000** of which \$ **Nil** is paid now and \$ **10,000** to be paid within **15** days of acceptance to be held by **Iconic Commercial Property C/- P.O. Box 594, Mount Hawthorn 6915** ("the Deposit Holder"). The balance of the Purchase Price to be paid on the Settlement Date.
Purchase Price **\$420,000.00 plus GST \$42,000.00 total including GST \$462,000.00** *PIC 09/03/17*

GST

- GST is **applicable** to this Contract.
See Special Conditions or attached GST Annexure (which forms part of this Contract) **OR**
 GST is **not** applicable to this Contract

Settlement Date **on or before 30 days after finance approval**
Property Chattels including **Vacant building**

FINANCE CLAUSE IS APPLICABLE

LENDER
(NB. If blank, can be any Lender)
LATEST TIME: 4pm on: **45th day after acceptance**
AMOUNT OF LOAN: **65% of purchase price**
SIGNATURE OF BUYER *[Signature]* **09/03/17**

FINANCE CLAUSE IS NOT APPLICABLE

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

SPECIAL CONDITIONS

[Signatures]

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 (commercial)



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CONDITIONS

1. SUBJECT TO FINANCE

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

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

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

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

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

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

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

If by the Latest Time:

- (a) the Buyer has not given an Approval Notice to the Seller or Seller Agent; and
- (b) the Buyer has not given a Non Approval Notice to the Seller or Seller Agent;
- then this Contract will be in full force and effect unless and until either the Seller gives written Notice of termination to the Buyer or the Buyer terminates this Contract by giving a Non-Approval Notice to the Seller or Seller Agent.

1.4 Finance Approval: Approval Notice Given

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

- (a) Finance Approval has been obtained; and
- (b) the Buyer has given an Approval Notice to the Seller or Seller Agent;
- then this Clause 1 is satisfied and this Contract is in full force and effect.

1.5 Notice Not Given by Latest Time: 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.]

Signature	Date	Signature	Date
	04/03/17		
Signature	Date	Signature	Date

THE SELLER ACCEPTS the Buyer's offer

Name: **YANGBUP INVESTMENTS WA PTY LTD**

Address: _____

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

Signature	Date	Signature	Date
	9-3-17		
Signature	Date	Signature	Date
	9-3-17		

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. Other **GST Annexure**
5. Other _____

Signature	Signature

RECEIPT OF DOCUMENTS

The Seller acknowledges receipt of the following documents:

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

Signature	Signature

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	Vikki Philippoff	Name	GPS SETTLEMENTS
Signature		Signature	

GST ANNEXURE

This annexure is a special condition to the Contract for the Sale of Land or Strata Title by Offer and Acceptance for the property at:

Unit 5, 11 Simper Rd, Yangebup

The Seller represents that the Seller will be registered for GST at Settlement
Only one choice is to be selected and signed. The other three (3) choices should be deleted.

Choice 1 ~~Full GST (GST Included in the Purchase Price)~~

- ~~(a) The Seller and Buyer agree that the Purchase Price is inclusive of GST~~
- ~~(b) The Seller will at Settlement provide a Tax Invoice to the Buyer~~

Seller _____

Buyer _____

Choice 2 ~~Going Concern~~

- ~~(a) The Seller and Buyer agree that the sale of the Property in this Contract is the supply of a Going Concern and is GST free.~~
- ~~(b) The Seller agrees that it will carry on and conduct the enterprise as a Going Concern until the date that Settlement of this Contract actually occurs.~~
- ~~(c) The Seller agrees to supply at Settlement all the things required for the continued operation of the enterprise as a Going Concern.~~
- ~~(d) The Seller and the Buyer agree that the supply is GST free and the Purchase Price is exclusive of GST.~~
- ~~(e) If for any reason this sale is not accepted by the Commissioner of Taxation as GST free, for the supply of a going concern then:

 - ~~(i) the Buyer agrees to pay to the Seller, the amount of the GST, within 30 days after the Seller's liability for GST on this sale is confirmed by the Commissioner of Taxation;~~
 - ~~(ii) the Seller will give to the Buyer, a Tax Invoice;~~
 - ~~(f) The Buyer represents that at Settlement the Buyer will be registered for GST.~~~~

~~Further for the purposes of Stamp Duty assessment the Seller and Buyer state:~~

- ~~1) To the best of our knowledge and belief, GST is not payable on the transaction the subject of the instrument.~~
- ~~2) A ruling has not been obtained or sought from the Australian Taxation Office on the transaction.~~
- ~~3) The basis on which it is claimed that no GST is payable is that the transaction meets the requirements of a going concern under the GST Act and GST Ruling 2002/5 in that the Seller supplies to the Buyer all of the things that are necessary for the continued operation of an enterprise, and the Seller carries on, or will carry on, the enterprise until the day of the supply (whether or not as part of a larger enterprise carried on by the supplier).~~
- ~~4) The Buyer and the Seller declare that the conditions or requirements specified in the GST Act have been or will be met.~~

Seller _____

Buyer _____

Choice 3 ~~Margin Scheme~~

- ~~(a) The Buyer and Seller agree that the Margin Scheme applies to this transaction.~~
- ~~(b) The Seller's GST liability on the sale of the Property has been calculated using the Margin Scheme.~~
- ~~(c) The Buyer will not receive a Tax Invoice.~~


Seller _____

Buyer _____

Choice 4 Full GST (GST payable in addition to the Purchase Price)

- (a) GST applies to this transaction and clause 18.3 of the 2011 General Conditions apply to this Contract. The Seller and Buyer agree that the Purchase Price does not include GST. The Buyer must pay GST on the Purchase Price to the Seller at Settlement.

Seller 

Buyer Pierre-Louis CONSTANT 

FORM 28
DISCLOSURE STATEMENT

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

Section 69 Strata Titles Act 1985

FOR SELLER'S INFORMATION

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

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

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

FOR BUYER'S INFORMATION

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

sale of strata titled lot or proposed strata titled lot



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PART 1 - COMPULSORY DISCLOSURE OF INFORMATION BY EVERY SELLER

Particulars of buyer and strata company

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

Street address of lot

Name of prospective buyer(s)

Buyer's address

Name of Scheme (Building)

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

Contact person (if known) Telephone

(*Delete whichever is inapplicable)

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

The following documents must be attached to this statement:

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

See Attachment No

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

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

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

Additional information in relation to strata/survey-strata scheme

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

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

YES NO

If yes -

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

OR:

- attach copies of the agreements - see Attachment No

2. Pecuniary interest in agreements:

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

YES NO

If yes -

- give details of the pecuniary interest(s).

OR:

- attach details - see Attachment No

3. Estimated strata company receipts and expenditure

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

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

See Attachment No

sale of strata titled lot or proposed strata titled lot



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4. Administrative Fund of the strata company

Is there an administrative fund or proposed administrative fund?

YES NO

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

\$ per annum, which is payable -

annually

by half-yearly instalments of \$

by quarterly instalments of \$

otherwise (please specify)

5. Reserve fund of the strata company

Is there a reserve fund or a proposed reserve fund?

YES NO

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

\$ per annum, which is payable:

annually

by half-yearly instalments of \$

by quarterly instalments of \$

otherwise (please specify)

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

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

YES NO

If yes -

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

OR

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

See Attachment No.

sale of strata titled lot or proposed strata titled lot



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PART 3 - ACKNOWLEDGEMENT OF RECEIPT OF NOTIFIABLE INFORMATION

Statement by Seller(s)

Name(s)

Address(es)

- 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
- We authorise the prospective buyer(s) to inspect the records of the strata company

Seller(s) signature(s)

Date

Acknowledgement by prospective buyer(s)

I the prospective buyer(s) described in Part 1 of this form, acknowledge that I 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

Prospective buyer(s) signature(s)

Date

Statement by selling agent

I, (name of agent),
of (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

Date

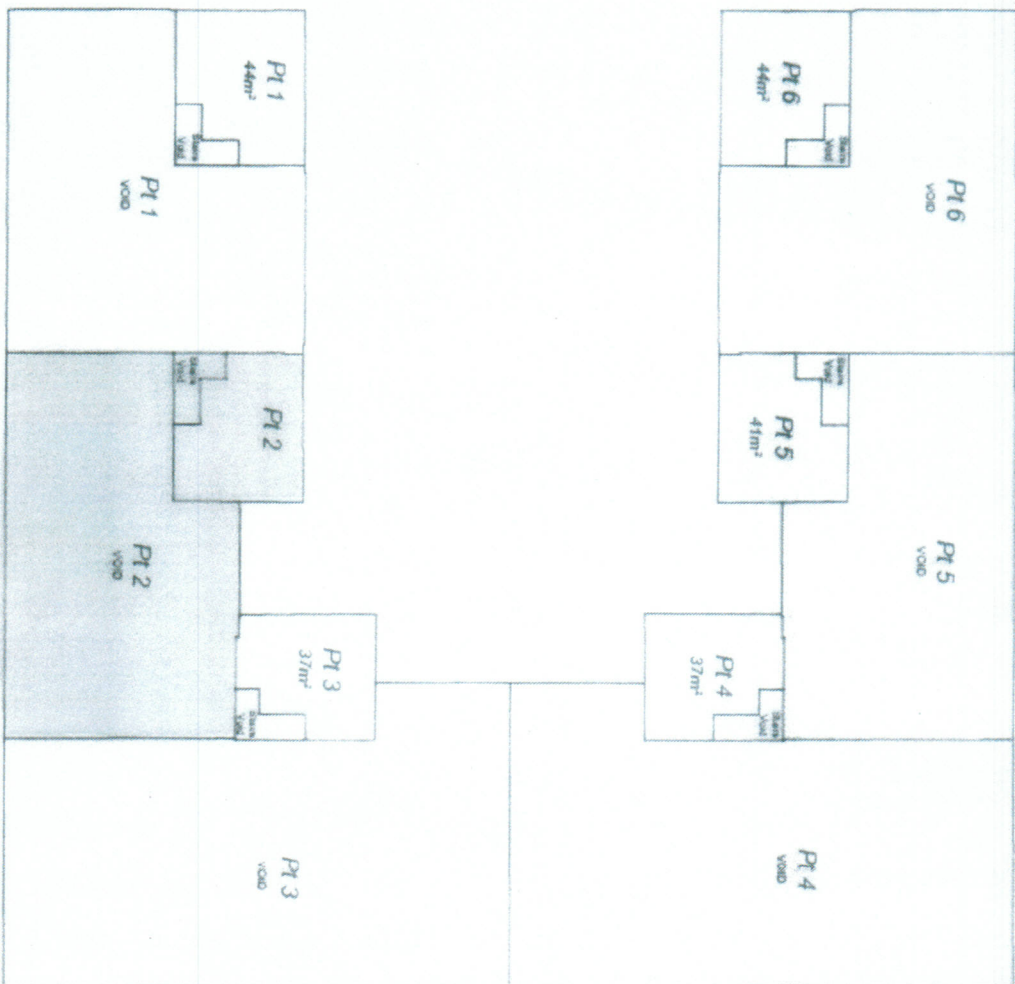
AREAS OF THE LOTS OR PARTS OF THE LOTS WHICH ARE SHOWN ON THE STRATA PLAN ARE THE SURFACES OF THOSE BUILDINGS, AS PROVIDED BY B OF THE STRATA TITLES ACT 1985.

UP OF THE PART LOTS INCLUDING THE CUBIC VOLUME AND BELOW THE PART LOTS COMPRISING THE STAIRS BETWEEN 8 METERS BELOW AND 12 METERS ABOVE THE UPPER SURFACE OF THE LOWEST GROUND FLOOR RESPECTIVE UNITS INCLUDING WHERE COVERED.

UNITS HAVE A COMMON OR PARTY WALL OR HAVE IN THEM WHICH ARE JOINED, THE CENTER PLANE OF WHICH IS THE PLANE AT WHICH THEY ARE JOINED IS A PARTY WALL.

ANGLES ARE 90° OR 180° UNLESS SHOWN OTHERWISE.

PARTS OF LOTS 1 - 6 SEE SHEET 2.



FIRST FLOOR

SCALE 1:250 @ A3



[Handwritten signature]

[Handwritten signature]

Michael Anthony
2018/001100001 (18/07)
LICENSED SURVEYOR DATE

PBS GROUP
PRECISION SURVEYING SOLUTIONS
PROJECT 5112
100/100A BIA BLDG
WINDYBUSH NSW 2150
PHONE: (02)9585 2901
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