

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



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NOTICE: Contracts must be lodged with the Office of State Revenue for duty assessment within two (2) months of the date the last person executes the Contract
WARNING - If the Buyer is not an Australian Citizen or Permanent Resident or a New Zealand Citizen then FIRB approval (and a special condition to this Contract) may be required.
WARNING - If the Purchase Price is \$750,000 or more, Withholding Tax **may** apply to this Contract (see 2018 General Condition 3.7).
WARNING - If GST is relevant to this transaction then the relevant GST provision should be outlined in the Special Conditions or in an attached GST Annexure, which forms part of this Contract.

TO: Jones & Co Property Pty Ltd
G4/80 Old Perth Road
BASSENDEAN WA 6054

As Agent for the Seller / Buyer

THE BUYER (FULL NAME AND ADDRESS)

EMAIL: The Buyer consents to Notices being served at:

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:
83 Broadway Bassendean WA 6054

Lot 2 Deposited / Survey / Strata / Diagram / Plan S033438 Whole / Part Vol 2507 Folio 71

A deposit of \$ of which \$ is paid now and \$ to be paid within days of acceptance

to be held by Jones & Co Property Trust Account BSB: 186-300 ACC: 303592356 REF: Property Address

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

Purchase Price

Settlement Date

Property Chattels including All fixed floor coverings, light fittings, dishwasher, window treatments & pool equipment

GST WITHHOLDING

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

FINANCE CLAUSE IS APPLICABLE

LENDER (NB. If blank, can be any 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

SPECIAL CONDITIONS

- 1: The Buyer and Seller acknowledge annexure A, B & C form part of this contract
- 2: The Seller acknowledges He/She is to provide an electrical safety certificate prior to settlement to support Annexure A
- 3: The Sellers warrants all plumbing, gas & electrical is in working order upon settlement

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(c)(i) 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 2018 General Conditions are incorporated into this Contract so far as they are not varied by or inconsistent with the Conditions or Special Conditions of this Contract.
4. The parties consent to the information in this Contract being used/disclosed by REIWA and the Seller Agent in accordance with the privacy collection notices pursuant to the Australian Privacy Principles that appear on the REIWA and Seller Agent's websites.

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 2018 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
Signature	Date	Signature	Date

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

Donald John Mcconnell & Esther Sandra Fiamengo
83 Broadway Bassendean WA 6054

EMAIL: The Seller consents to Notices being served at: **donsta34@hotmail.com & estherfiamengo@icloud.com**

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

Signature	Date	Signature	Date
Signature	Date	Signature	Date

RECEIPT OF DOCUMENTS

The Buyer acknowledges receipt of the following documents:

1. This offer and acceptance 2. Strata disclosure & attachments (if strata)
3. 2018 General Conditions 4. Other **Title & Survey**

Signature	Signature
-----------	-----------

RECEIPT OF DOCUMENTS

The Seller acknowledges receipt of the following documents:

1. This offer and acceptance 2. 2018 General Conditions
3. Other

Signature	Signature
-----------	-----------

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

BUYER'S REPRESENTATIVE

Name		SELLER'S REPRESENTATIVE	
Signature			

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05/20

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
83 Broadway Bassendean WA 6054

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 Energy Safety (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
-
- Seller
-
- Date
-
- Date
- 05/12100

AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR MAJOR STRUCTURAL DEFECTS



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ANNEXURE B

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

83 Broadway Bassendean WA 6054

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

1. The Buyer may at their expense obtain a written Report by 4PM on: (a*) / / *complete (a) or (b) **OR**
(b*) 7 Days from Acceptance ("Date")

on any Major Structural Defects of the residential Building and of the following described areas

located upon the Property ("**Building**"). If nothing is completed in the blank space then the Building will be the residential Building only.

2. The Buyer must serve a copy of the Report on the Seller, Seller Agent or Seller Representative before the Date.
3. If the Buyer, and Seller Agent or Seller or Seller Representative do not receive the Report before the Date then the Buyer will be deemed to have waived the benefit of this Annexure. Time is of the essence.
4. If the Report identifies Major Structural Defects to the Property's Building, the Buyer may at any time within three (3) Business Days after the Date serve a Major Structural Defects Notice on the Seller, Seller Agent or Seller Representative giving the Seller five (5) Business Days to agree to remedy the Major Structural Defects.
5. If the Seller elects in writing to remedy the Major Structural Defects in the Major Structural Defects Notice then the Settlement Date will be delayed until the later of: (a) three (3) Business Days after the Seller's Work is completed as certified by the Seller's Builder and (b) the Settlement Date.
6. The Seller must do the Work expeditiously and in good and workmanlike manner through a Builder and provide evidence to the Buyer of completion of the Work.
7. If, prior to the Seller commencing Work, the Seller and Buyer wish to agree and do agree an amount to be paid by the Seller to the Buyer then the amount will be deducted from the Purchase Price at Settlement and the Seller will not undertake the Work.
8. If the Seller does not agree to remedy Major Structural Defects within five (5) Business Days from when the Major Structural Defects Notice was served on the Seller, Seller Agent or Seller Representative then:
 - (a) the Buyer may at any time within a further five (5) Business Days after that period ends, give notice in writing to the Seller, Seller Agent or Seller Representative terminating the Contract and the Deposit and other monies paid will be repaid to the Buyer;
 - (b) if the Buyer does not terminate the Contract pursuant to this clause 8, then this Annexure ceases to apply and the Contract continues unaffected by this Annexure.
9. In this Annexure:
 - 9.1 "Builder" means a builder registered in Western Australia with appropriate qualifications and using such other appropriately qualified persons, necessary to remedy the matters set out in the Major Structural Defects Notice.
 - 9.2 "Consultant" means an independent inspector qualified and experienced in undertaking pre-purchase property inspections to ascertain Major Structural Defects.
 - 9.3 "Date" means the date inserted or calculated in clause 1. If nothing is inserted in clause 1 then the Date will be five (5) Business Days from the later of (i) the Contract Date; or (ii) the Latest Time for Financial Approval (if any).
 - 9.4 "Major Structural Defects" means a fault or deviation from the intended structural performance of a building element and is a major defect to the building structure of sufficient magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility, or further deterioration of the building structure. Major Structural Defects does not include any non-structural element, e.g., roof plumbing and roof covering, general gas, water and sanitary plumbing, electrical wiring, partition walls, cabinetry, windows, doors, trims, fencing, minor structures, non-structural damp issues, ceiling linings, floor coverings, decorative finishes such as plastering, painting, tiling etc., general maintenance, or spalling of masonry, fretting of mortar or rusting of primary structural elements.
 - 9.5 "Major Structural Defects Notice" means a Notice in writing from the Buyer to the Seller to provide the Seller with the opportunity to agree to rectify the Major Structural Defects that the Buyer requires to be rectified.
 - 9.6 "Report" means the report performed in accordance with Appendix A of the Standard by a Consultant. It is not a special purpose report, nor an all-encompassing report dealing with every aspect of the Property. The Report should only be a reasonable attempt to identify Major Structural Defects to the Building structure pursuant to Appendix "A" of the Standard. The presence of defects will only be relevant in this Annexure when the defects are a Major Structural Defect.
 - 9.7 "Standard" means Australian Standard AS 4349-2007 (as amended from time to time) Inspections of buildings Part 1: Pre-purchase Structural Inspection - Residential buildings).
 - 9.8 "Work" means the work required to rectify the Major Structural Defects set out in the Major Structural Defects Notice.
 - 9.9 Words not defined in this Annexure have the same meaning as defined in the Standard or the 2018 General Conditions.

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

timber pest pre purchase inspection

ANNEXURE ()

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

83 Broadway Bassendean WA 6054

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 () 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 () 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.

Buyer

Date

Buyer

Date

Seller

Date

Seller

Date

TERMITE CLEARANCE

This ~~Contract is~~ conditional upon a report being obtained no later than five (5) business days before Settlement / within () 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 () 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.

Buyer

Date

Buyer

Date

Seller

Date

Seller

Date

Precontractual Disclosure Statement to the Buyer

Part A | General Information about strata titles schemes

What you need to know

This information applies to a lot in a strata scheme or survey-strata scheme (scheme), which is subject to the *Strata Titles Act 1985* (the Act). Section 156 of the Act sets out that the seller of a strata lot or survey-strata lot (lot) must give the buyer certain information before the buyer signs the contract of sale.

Instruction for the seller

The seller must give the information incorporated in this document to a buyer before the buyer signs a contract for the sale and purchase of a lot in a scheme. Failure to do so may give the buyer the right to avoid the contract and/or delay the proposed settlement date.

Information for the buyer

The buyer should keep this document including any attachments in a safe place as it contains important information which might be needed at a later date.

It is strongly recommended that the buyer read all the information provided by the seller before signing the contract. The buyer should consider obtaining independent professional legal advice before signing the contract.

There are different rights, restrictions and obligations that apply in relation to a lot in a scheme than those that apply to a 'green title' lot. Those rights, restrictions and obligations can be found in the Act, the *Strata Titles (General) Regulations 2019* (regulations), scheme by-laws, the certificate of title, the strata / survey-strata plan for the lot and, if the scheme is a leasehold scheme, the strata lease for the lot. Your right to deal with the lot and to use the common property is restricted by these, as well as by any resolutions and decisions made by the strata company. 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, except in certain circumstances.

As an owner of a lot, you will also have a share in any common property in the scheme. You will be a member of the strata company, along with all of the other lot owners, and have a right to participate in managing the scheme.

Each lot owner has to abide by the rules of the strata company, known as by-laws. By-laws can be different for each strata scheme and you should understand which by-laws apply to your scheme. The seller must give you the current by-laws before you sign the contract for sale. A strata company can make, amend or repeal by-laws by voting on them, and registering them with the Registrar of Titles at Landgate within 3 months.

As the owner of a lot, you will be liable to pay a strata levy or contribution to the strata company for expenses including for maintenance, repair and insurance of the common property unless the lot is in a scheme of 2 to 5 lots which may be exempt from these requirements. Be aware that if the unpaid amounts for the lot are not paid by the seller before you complete the purchase (settle), you as the new owner will have to pay the strata company these unpaid amounts.

As part of this disclosure you must receive the strata or survey-strata plan (the plan) which includes the lot you are proposing to buy. This plan will show all of the lots and the common property in the scheme. The common property is all the land within the scheme boundary that is not a lot. In a strata plan each lot is clearly identified, but the common property is not; it is everything that is not a lot. In comparison, in a survey-strata plan common property areas are clearly identified as common property. It is important to understand what is your lot, as you will be responsible for repairing and maintaining it, whereas the strata company will generally be responsible for the common property, unless there are by-laws which set out something different.

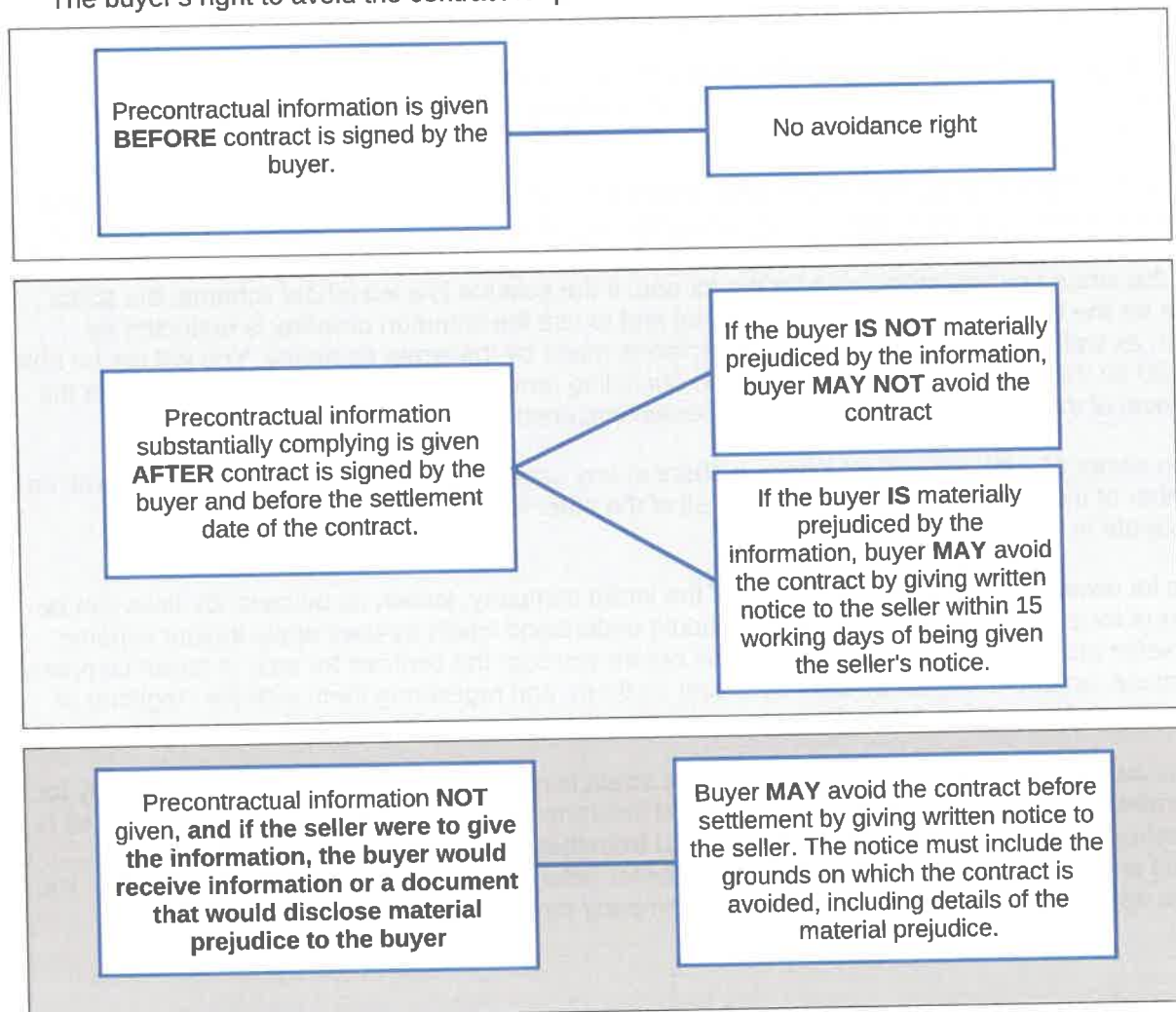
A buyer may consider seeking more information about the lot, the strata company and the strata / survey-strata scheme by asking the seller to provide it, or by making an application to the strata company for more information under section 107 of the Act.

The buyer should consider reading Landgate's publication *A Guide to Strata Titles* as this provides extra information about schemes.

Buyer's avoidance and other rights

Avoidance for failure to give precontractual information to the buyer

The buyer's right to avoid the contract for precontractual information is as follows:



Buyer's right to delay settlement

The buyer has a right to postpone settlement by written notice if the seller does not give the buyer this disclosure statement, or gives it late. If this disclosure document is not provided until after the contract has been signed, the buyer can postpone settlement for up to 15 working days.

Avoidance rights for notifiable variations

After the buyer has signed the contract, it is possible a particular type of event known as a type 1 or type 2 notifiable variation may occur. If this happens, the seller must provide written notice of the variation to the buyer before the proposed settlement date.

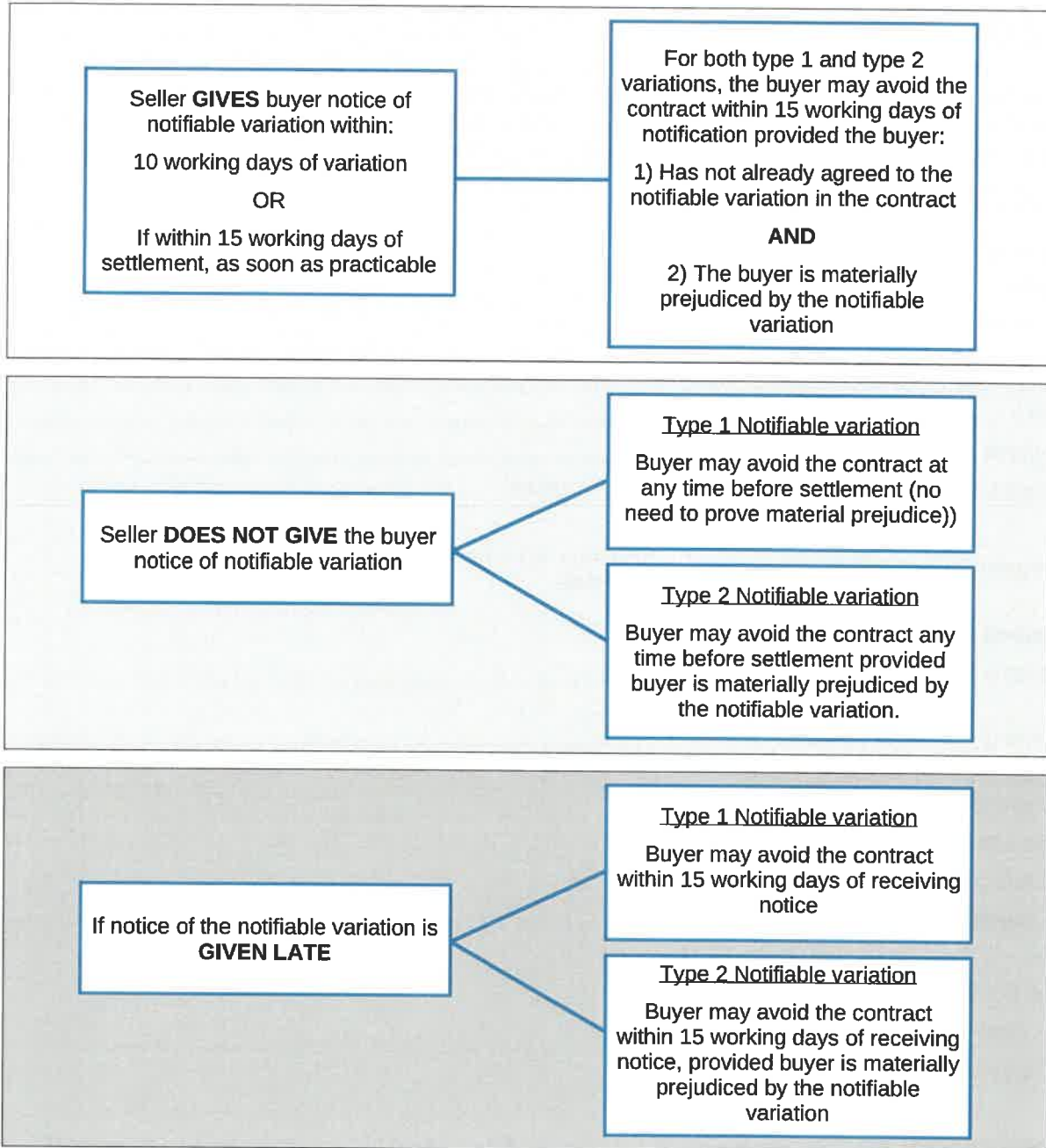
Type 1 and Type 2 notifiable variations are as follows:

Type 1 Notifiable Variation	Type 2 Notifiable Variation
<ul style="list-style-type: none"> • The area or size of the lot/proposed lot is reduced by 5% or more from the area or size notified to the buyer before the buyer entered into the contract. • The proportion that the unit entitlement, or a reasonable estimate of the unit entitlement of the lot bears to the sum of the unit entitlements of all the lots is increased/decreased by 5% or more in comparison to that which was notified to the buyer before the buyer entered into the contract. • Anything relating to a proposal for the termination of the strata titles scheme is served on the seller by the strata company. • Any other event classified by the regulations as a type 1 notifiable variation. 	<ul style="list-style-type: none"> • The current/proposed scheme plan or amendment of the scheme plan for the scheme is modified in a way that affects the lot or the common property (that is not a type 1 notifiable variation). • The current/proposed schedule of unit entitlements or amendment of the schedule of unit entitlements for the scheme is modified in a way that affects the lot (that is not a type 1 variation). • The strata company or a scheme developer- <ul style="list-style-type: none"> (i) enters into a contract for the provision of services or amenities to the strata company or to members of the strata company or a contract that is otherwise likely to affect the rights of the buyer; OR (ii) varies an existing contract of that kind in a way that is likely to affect the rights of the buyer • The current/proposed scheme by-laws are modified. • A lease, licence, right or privilege over the common property in the strata titles scheme is granted or varied. • Any other event classified by the regulations as a type 2 notifiable variation.

See section 161 and 162 of the Act for further details.

Regulation 106 describes when certain notifiable variations are deemed to have occurred.

The buyer's right to avoid the contract for notifiable variations is as follows:



See section 163 of the Act for special protections which apply if the lot has not yet been created by the registration of the scheme or an amendment of the scheme - that is, an 'off the plan' sale.

Disputes about avoidance rights to be heard in the State Administrative Tribunal

If the buyer or seller has a dispute about a right to avoid or whether a seller has provided the notifiable information / notifiable variations as required and within the time required, the buyer and or seller may apply to the State Administrative Tribunal for orders to resolve the dispute.

Precontractual Disclosure Statement to the Buyer

Part B | Information specific to the sale of the strata lot

This form sets out the information requirements in section 156 of the *Strata Titles Act 1985* (the Act), that the seller must give the buyer. It is the information designated as information specific to the sale of a strata lot, which, if included in the contract, must be included in a prominent position (such as the first page). The term 'lot' includes strata and survey-strata lot.

Personal information

The seller(s)

Name _____

Address _____

Telephone/mobile _____ Email _____

Name _____

Address _____

Telephone/mobile _____ Email _____

Scheme Information

The term 'scheme' includes strata and survey-strata schemes

Scheme Details

Scheme name _____

Name of the strata company _____

Address for service of the strata company (taken from scheme notice) _____

The status of the scheme is:

☐ proposed

☒ registered

The scheme type is:

☐ strata

☒ survey-strata

The tenure type is

☒ freehold

☐ leasehold

For leasehold only:

The scheme has a term of _____ years _____ months _____ days commencing on registration of the scheme _____

If there is a registered scheme notice, the expiry day for the leasehold scheme is _____

For any attachments, please include the attachment number in the column titled 'Att.' on the right-hand side of this document.

Att.

Scheme Documents (must be attached)

A copy of the scheme notice

NA

*Schemes created on or after 1/5/2020 must provide a copy of the scheme notice.
Schemes created before 1/5/2020 only have to provide a scheme notice if a change of scheme name or address was registered on or after 1 May 2020.*

A copy of the scheme plan showing the exact location and definition of the lot

NA

A copy of the scheme by-laws

NA

A copy of the scheme by-laws made but not yet registered by the Registrar of Titles at Landgate

NA

Do the scheme by-laws include staged subdivision by-laws ☒ no ☐ yes

☐ If yes, they are included with this form

NA

☐ If yes, they are not included but a notice concerning staged subdivision by-laws that are spent has been provided

A copy of the schedule of unit entitlements showing the unit entitlement of the lot AND sum of unit entitlements of all the lots in the scheme

NA

If this is a leasehold lot, a copy of the strata lease for the lot

NA

Minutes (choose one option)

☐ A copy of the minutes of the most recent annual general meeting and any subsequent extraordinary general meeting(s)

NA

☐ A statement that the strata company does not keep minutes of its meetings*

NA

☐ A statement of why the seller has been unable to obtain the minutes

NA

Statement of accounts (choose one option)

☐ The statement of accounts last prepared by the strata company

NA

☐ A statement that the strata company does not prepare a statement of accounts*

NA

☐ A statement of why the seller has been unable to obtain a statement of accounts

NA

** Note that section 140(1) sets out that 2-lot schemes are not required to keep minutes or statements of account, and section 140(3) provides that 3, 4 and 5-lot schemes are allowed to have a by-law exempting them from these requirements. If this applies to the scheme, write that down in these fields.*

Termination proposal

Has the seller received a copy of any notice from the strata company in relation to any current termination proposal for the scheme? ☒ no ☐ yes

NA

If yes, attach a copy.

Lot information (choose all that apply)**Att.**

- ☐ This lot is on a registered scheme plan
- ☐ This lot has not yet been created
- ☐ This lot is a leasehold strata expiring on _____
(being the expiry day of the scheme set out in the scheme notice)
- Street address of the lot (if known)
- _____

Lot _____ on scheme plan no. _____

(The lot owner will also own a share in the common property of the scheme)

Voting right restrictions

Does the contract contain any voting right restriction which has the meaning in regulation 103 of the *Strata Titles (General) Regulations 2019*? * ☐ no ☐ yes

If yes, describe the restriction _____

* A voting right restriction includes if the contract requires the buyer to grant an enduring proxy or power of attorney to the seller.

Exclusive use by-laws

This lot is a 'special lot', subject to exclusive use by-laws giving exclusive use of an area of common property ☐ no ☐ yes

If yes, please give details

NA**Strata levy/contributions for the lot (choose one option)**

(Local government rates are payable by the lot owner in addition to the strata levy/contributions)

- ☐ Contributions that have been determined within the previous 12 months
- ☐ If not determined, estimated contributions for 12 months after proposed settlement date

Actual (\$) OR Estimated (\$) 12 months after the proposed settlement date

Administrative fund: NA _____Reserve fund: NA _____

Other levy _____

(attach details)

NA

☐ Actual ☐ Estimated total contribution \$ _____
for the lot

Payable ☐ annually ☐ bi-annually ☐ quarterly ☐ other: _____

Due dates _____ on _____ on _____
_____ on _____ on _____

Strata levy/contributions/other debts owing

If the seller has a debt owed to the strata company, the total amount owing is \$ _____

If the seller has a debt owed to a utility company, the total amount owing is \$ _____

Details of who is owed, how the debt arose, date on which it arose and the amount outstanding is attached.

NA

Scheme developer specific information

Information specific to the sale of a strata lot - only to be completed if the seller of the lot is a scheme developer

Att.

The scheme developer is defined as:

- The registered owner(s) of a lot(s) before it is subdivided by a strata titles scheme
- The registered owner/s of a lot in a staged strata development that is to be subdivided by the registration of an amendment of scheme to which staged subdivision by-laws apply

This part applies where the seller of the lot is a scheme developer in any of the following circumstances:

- The scheme has not been registered
- The first annual general meeting of the strata company has not been held
- The scheme developer owns 50% or more of the lots
- The scheme developer owns lots with an aggregate unit entitlement of 50% or more of the sum of the unit entitlements of all lots in the scheme

Statement of estimated income and expenditure

A statement of the estimated income and expenditure of the strata company for the 12 months after the proposed settlement date is attached.

NA

Agreements for amenity or service

Are there any current or proposed contracts for the provision of any amenity or service to the proposed strata company/strata company or members of the strata company entered into or arranged by the scheme developer?

☒ no ☐ yes

If yes, attach details including terms and conditions, the consideration and estimated costs to members of the strata company

NA

Lease, licence, exclusive right or use and enjoyment or special privilege over common property

Are there any current or proposed leases, licences, right of exclusive use and enjoyment, restricted right of use and enjoyment, or special privilege over common property?

☒ no ☐ yes

If yes, attach details including terms and conditions.

NA

Section 79 Disclosure of remuneration and other benefits

Has the scheme developer and/or their associate received or reasonably expects to receive remuneration or other benefit?

☒ no ☐ yes

Is there any other direct or indirect pecuniary interest the scheme developer and/or their associate has in the contract, lease or licence other than as a member of the strata company?

☒ no ☐ yes

If yes, attach details of any remuneration, other benefit and/or pecuniary interest disclosed in accordance with s.79 of the Act, including its value.

NA

Acknowledgement by seller and buyer

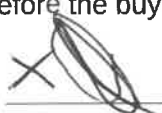
The statements by the seller and buyer relate to the following precontractual disclosures:

- **Part A, general information about strata titles schemes.** This information can be included in a form that is separate from the rest of the contract; and
 - **Part B, information specific to the sale of a strata lot.** This information can be included in a separate form, or within the contract in a prominent position.
- Both the Part A and Part B disclosures can be provided electronically if the buyer has consented to this.

Statement by the seller(s) / seller's representative

☐ I / ☐ We¹, hereby certify that Part A and Part B of the required precontractual disclosures were given to the buyer before the buyer signed the contract of sale.

Signature



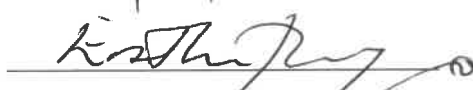
Name

Joe McLaughlin

Date

1/7/2020

Signature



Name

Esther Ramer

Date

1/7/2020

Statement by the buyer(s) / buyer's representative

☐ I / ☐ We¹, the buyer/s, acknowledge that ☐ I / ☐ we¹ received Part A and Part B of the required precontractual disclosures before ☐ I / ☐ We¹ signed the contract of sale.

☐ I / ☐ We¹ understand that the disclosures given by the seller(s) or by the seller's representative are not an offer or a contract to purchase a lot (though they may be included in such contract) but only provide information to ☐ me / ☐ us¹.

Signature

Name

Date

Signature

Name

Date

¹ Select one.

WESTERN



AUSTRALIA

REGISTER NUMBER 2/SP33438	
DUPLICATE EDITION 3	DATE DUPLICATE ISSUED 2/5/2017

RECORD OF CERTIFICATE OF TITLE
 UNDER THE TRANSFER OF LAND ACT 1893 AND THE
 STRATA TITLES ACT OF 1985

VOLUME
2507FOLIO
71

The person described in the first schedule is the registered proprietor of an estate in fee simple in the land described below subject to the reservations, conditions and depth limit contained in the original grant (if a grant issued) and to the limitations, interests, encumbrances and notifications shown in the second schedule.



REGISTRAR OF TITLES

LAND DESCRIPTION:

LOT 2 ON STRATA PLAN 33438
 TOGETHER WITH A SHARE IN COMMON PROPERTY (IF ANY) AS SET OUT ON THE STRATA PLAN

REGISTERED PROPRIETOR:
 (FIRST SCHEDULE)

ESTHER SANDRA FIAMENGO
 DONALD JOHN MCCONNELL
 BOTH OF 83 BROADWAY BASSENDEAN WA 6054
 AS JOINT TENANTS

(T N610838) REGISTERED 1/5/2017

LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS:
 (SECOND SCHEDULE)

- INTERESTS NOTIFIED ON THE STRATA PLAN AND ANY AMENDMENTS TO LOTS OR COMMON PROPERTY NOTIFIED THEREON BY VIRTUE OF THE PROVISIONS OF THE STRATA TITLES ACT OF 1985 AS AMENDED.
- N610839 MORTGAGE TO AFSH NOMINEES PTY LTD REGISTERED 1/5/2017.

Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required.
 * Any entries preceded by an asterisk may not appear on the current edition of the duplicate certificate of title.

-----END OF CERTIFICATE OF TITLE-----

STATEMENTS:

The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice.

SKETCH OF LAND: SP33438
 PREVIOUS TITLE: 1922-489
 PROPERTY STREET ADDRESS: 83 BROADWAY, BASSENDEAN.
 LOCAL GOVERNMENT AUTHORITY: TOWN OF BASSENDEAN

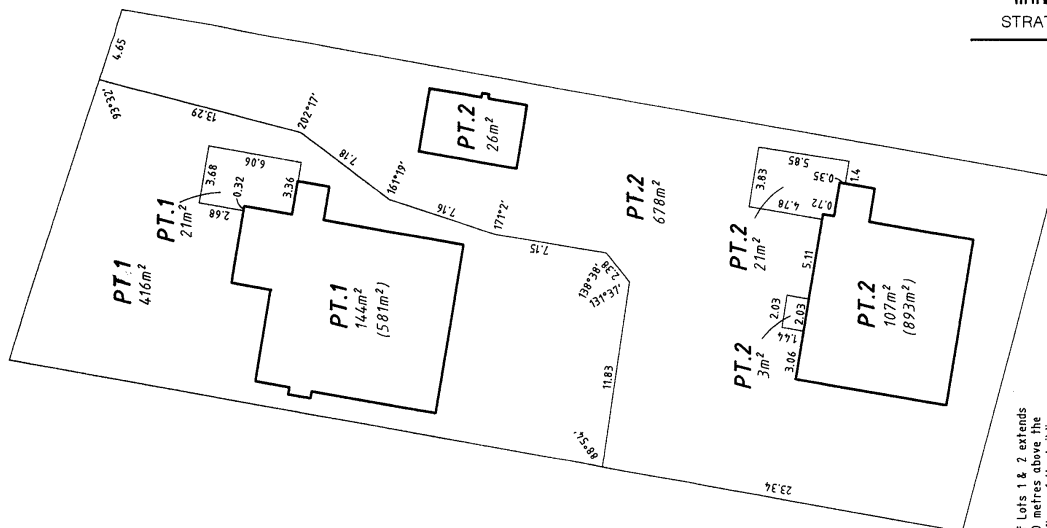


STRATA PLAN 33438



STRATA/SURVEY STRATA PLAN

FORM 1

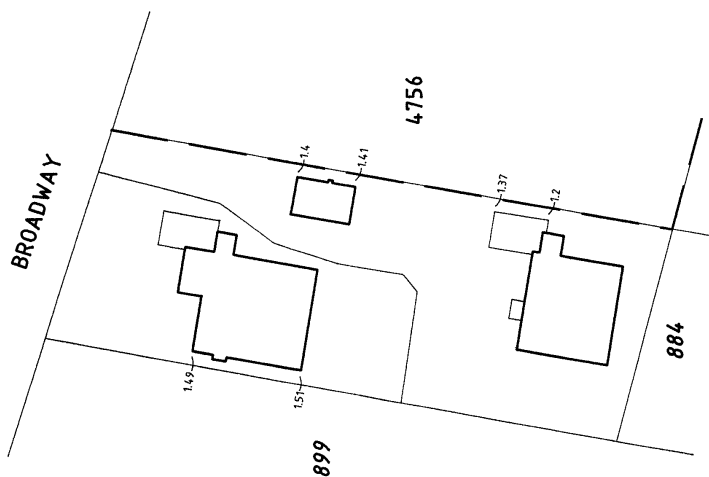


NOTES:

1. The stratum of all parts of Lots 1 & 2 extends between 5 metres below & 10 metres above the upper surface of the ground floor of the building on the respective lots.
2. Distances are from boundaries or external surfaces of walls.
3. 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.
4. For the other part of lot 2 see sheet 2.

Drawn by
LANDMARK
(08)9262 2265
LMS174

GROUND FLOOR
SCALE 1:300



R. STEPHENSON
7 Koolama Place
KALLAROO WA 6025
Mobile 018 912 026

LOCATION PLAN
SCALE 1:500

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

STRATA PLAN 33438	
SHEET 1 OF 2 SHEETS	MANAGEMENT STATEMENT <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Lodged 22. 9. 97 174022 Examined 13. 10. 97 VTH Registered 11. 4. 98 4880730 46. 9. 01 <i>[Signature]</i> REGISTRAR OF TITLES	
WESTERN AUSTRALIAN PLANNING COMMISSION	
REF :	
Certificate of Approval of W.A.P.C. under	
Section 25(1) or 25B(2) of Strata Titles Act 1985.	
FOR CHAIRMAN	DATE
PLAN OF	
LOT 898 OF SWAN LOCATION Q1	
ON PLAN 3262(2)	
CERTIFICATE OF TITLE	
VOL. 1922 FOL. 489	
LOCAL GOVERNMENT	
TOWN OF BASSENDEAN	
INDEX PLAN	
BG34(2) 18.30	
FIELD BOOK NUMBER	
SCALE	
NAME OF SCHEME	
83 BROADWAY, BASSENDEAN	
ADDRESS OF PARCEL	
83 BROADWAY, BASSENDEAN W.A. 6054	



STRATA PLAN 33438

SHEET 2 OF 2 SHEETS

North

PT.2
58m²

NOTES:
1. For the other part of lot 2 see sheet 1.

FIRST FLOOR
SCALE 1:300



ANNEXURE 'D'

FORM 3

STRATA/SURVEY-STRATA PLAN NO. 33438							
Schedule of Unit Entitlement		Office Use Only		Schedule of Unit Entitlement		Office Use Only	
		Current Cs of Title				Current Cs of Title	
Lot No.	Unit Entitlement	Vol.	Fol.	Lot No.	Unit Entitlement	Vol.	Fol.
1	42	2507-70					
2	58	2507-71					
				Aggregate	100		

DESCRIPTION OF PARCEL AND BUILDING/PARCEL

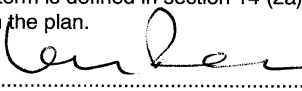
PORTION OF SWAN LOCATION Q1 AND BEING LOT 898 ON PLAN 3262(2).

THE UNITS ARE CONSTRUCTED OF BRICK, TILE AND IRON.

**CERTIFICATE OF LICENSED VALUER
STRATA/SURVEY-STRATA**

I, IAN JOHN RAE, being a Licensed Valuer licensed under the *Land Valuers Licensing Act 1978* certify that the unit entitlement of each lot (in this certificate, excluding any common property lots), as stated in the schedule bears in relation to the aggregate unit entitlement of all lots delineated on the plan a proportion not greater than 5 per cent more or 5 per cent less than the proportion that the value (as that term is defined in section 14 (2a) of the *Strata Titles Act 1985*) of that lot bears to the aggregate value of all the lots delineated on the plan.

26 - 7 - 2001
Date


Signed



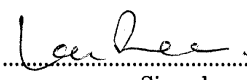
FORM 3

ANNEXURE..... A OF STRATA/ SURVEY STRATA PLAN NO. 33438							
Schedule of Unit Entitlement		Office Use Only Current Cs of Title		Schedule of Unit Entitlement		Office Use Only Current Cs of Title	
Lot No.	Unit Entitlement	Vol.	Fol.	Lot No.	Unit Entitlement	Vol.	Fol.
1	42						
2	58						
	SEE ANNEXURE 'D'						
				Aggregate	100		

**CERTIFICATE OF LICENSED VALUER
STRATA/SURVEY STRATA**

I, IAN JOHN RAE, being a Licensed Valuer licensed under the *Land Valuers Licensing Act 1978* certify that the unit entitlement of each lot (in this certificate, excluding any common property lots), as stated in the schedule bears in relation to the aggregate unit entitlement of all lots delineated on the plan a proportion not greater than 5 per cent more or 5 per cent less than the proportion that the value (as that term is defined in section 14 (2a) of the *Strata Titles Act 1985*) of that lot bears to the aggregate value of all the lots delineated on the plan.

21 - 9 - 1997
.....
Date


.....
Signed

FORM 5

STRATA PLAN No. 33438

DESCRIPTION OF PARCEL & BUILDING

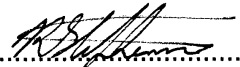
PORTION OF SWAN LOCATION Q1 AND BEING LOT 898 ON PLAN 3262(2).
THE UNITS ARE CONSTRUCTED OF BRICK WALLS WITH IRON AND TILE ROOFING.

CERTIFICATE OF SURVEYOR

I,.....RICHARD ALAN STEPHENSON....., being a licensed surveyor registered under the *Licensed Surveyors Act 1909*, certify that in respect of the strata plan which relates to the parcel and building described above (in this certificate called "the plan"):-

- (a) each lot that is not wholly within a building shown on the plan is within the external surface boundaries of the parcel; and either
- (b) each building shown on the plan is within the external surface boundaries of the parcel; or
- ~~(c) in a case where a part of a wall or building, or material attached to a wall or building, encroaches beyond the external surface boundaries of the parcel—~~
 - ~~(i) all lots shown on the plan are within the external surface boundaries of the parcel;~~
 - ~~(ii) the plan clearly indicates the existence of the encroachment and its nature and extent; and~~
 - ~~(iii) where the encroachment is not on to a public road, street or way, that an appropriate easement has been granted and will be lodged with the Registrar of Titles to enable it to be registered as an appurtenance of the parcel; and~~
- ~~*(d) if the plan is a plan of re-subdivision, it complies with Schedule 1 by law(s) No(s)..... on Strata Plan No..... registered in respect of (name of scheme)..... or sufficiently complies with that/those by law(s) in a way that is allowed by regulation 36 of the *Strata Titles General Regulations 1996*.~~

1-9-1997
Date


Licensed Surveyor

* Delete if inapplicable



FORM 7

STRATA PLAN No. 33438

DESCRIPTION OF PARCEL & BUILDING

PORTION OF SWAN LOCATION Q1 AND BEING LOT 898 ON PLAN 3262(2).

THE UNITS ARE CONSTRUCTED OF BRICK WALLS WITH IRON AND TILE ROOFING.

CERTIFICATE OF LOCAL GOVERNMENT

..... TOWN OF BASSENDEAN, the local government hereby certifies that in respect of the strata plan which relates to the parcel and building described above (in this certificate called "the plan"):-

- (1) (a) the building and the parcel shown on the plan have been inspected and that it is consistent with the approved building plans and specifications in respect of the building; or
- (b) the building has been inspected and the modification is consistent with the approved building plans and specifications relating to the modification;

- (2) the building, in the opinion of the local government, is of sufficient standard to be brought under the *Strata Titles Act 1985*;

- ~~(3) where a part of a wall or building or material attached to a wall or building, encroaches beyond the external surface boundaries of the parcel on to a public road, street or way the local government is of the opinion that retention of the encroachment in its existing state will not endanger public safety or unreasonably interfere with the amenity of the neighbourhood and the local government does not object to the encroachment; and~~

- ~~(4) (a) any conditions imposed by the Western Australian Planning Commission have been complied with; or~~

- (b) the within strata scheme is exempt from the requirement of approval by the Western Australian Planning Commission.

12/9/97
.....
Date

Delete if inapplicable


.....
Shire/Town Clerk
Graeme Mackenzie
Chief Executive Officer
TOWN of BASSENDEAN



FORM 8

[illegible]

Note: Entries may be affected by subsequent endorsements.



ANNEXURE.....C.....	OF STRATA / SURVEY-STRATA PLAN No. 33438	REGISTRAR OF TITLES
---------------------	--	---------------------

[illegible]

Note: Entries may be affected by subsequent endorsements.

Strata Plan 33438

Lot	Certificate of Title	Lot Status	Part Lot
1	2507/70	Registered	
2	2507/71	Registered	

