

seller's disclosure statement



APPROVED BY THE REAL ESTATE INSTITUTE OF WESTERN AUSTRALIA (INC.) COPYRIGHT © REIWA 2024 FOR USE BY REIWA MEMBERS 000010960938



SELLER'S NAME: ("the Seller")

Address: Post Code:

Tel: Mobile:

Email:

SELLER'S NAME: ("the Seller")

Address: Post Code:

Tel: Mobile:

Email:

SELLER:

Is the Owner

has given Power of Attorney to

Is a Mortgagee in Possession

Is an Executor/Administrator

ADDRESS OF PROPERTY TO BE SOLD

Lot: on Deposited Diagram/Survey/Strata/Plan No.

Volume: Folio: ("the Property")

LISTING PRICE

\$ Auction

\$ to \$

- YES NO UNKNOWN
-
-
-
-
-
-
-
-
-
-
-
-
-
-
-

Question 1 through 15 are a reflection of the representations and warranties that the Seller makes to a Buyer in a contract for the sale of all land or strata title pursuant to the 2022 General Conditions

1. Are there any demands, orders, requisitions or requirements of any Authority relating to or proposed to the Property, including sewer connections, swimming pool safety barriers, residual current devices ("RCDs") or smoke alarms? **[9.1(a)(1)]**
Details
2. Are there any proposals for the re-alignment, widening, or alteration of the level of any road adjoining the Land by any Authority that would materially affect the Land or the use of the Land? **[9.1(a)(2)]**
Details
3. Is there any money owing to any Authority in respect of works performed or to be performed or any expenses incurred by any Authority in respect of the Land? **[9.1(a)(3)]**
Details
4. Excluding strata lots, are there any sewers, drains, pipes cables or other installations passing through the Land providing services to other land? **[9.1(a)(4)]**
Details
5. Is there any outstanding or impending notice, demand, or liability to join in or contribute to the construction or repair of a dividing fence between the Land and any adjoining land under the Dividing Fences Act 1961 or otherwise? **[9.1(a)(5)]**
Details
6. Is there any encroachment onto the Land by a building or other structure from the adjoining land? **[9.1(a)(6)]**
Details
7. Does a building or structure on the Land encroach on adjoining land? **[9.1(b)]**
Details
8. Are each dividing fence and boundary wall on the boundary of the Land? **[9.1(c)]**
Details
9. Do you have good title to the chattels included in the sale, and will you at settlement be the sole owner free from any encumbrance? If not, these need to be stated in the contract for the sale of the Land. **[9.1(d) & (e)]**
Details
10. Is there any reason why the Property won't be in the same state and condition at settlement? **[9.1(f)]**
Details
11. Are there any public rights of way or easements that have been acquired by enjoyment or use? **[9.1(g)]**
Details
12. Has anyone made a claim by way of adverse possession? **[9.1(g)]**
Details
13. Are there any mining leases or licences in respect of the Land? **[9.1(g)]**
Details
14. Have you received a notice of any resumption or intended resumption of the Property, or any part of the Property by any authority? **[9.2(a)]**
Details
15. Is the use of the Property lawful? **[9.2(b)]**
Details

seller's disclosure statement

YES NO UNKNOWN

The following are other questions often asked about a property.

16. (a) Is there a bore on the property?
 (b) Is it in working order?
 (c) Is it shared with a neighbour?
 (d) If shared with a neighbour, is there a written agreement about running costs?
 (e) If more than one bore, then give details.
 Details
17. (a) Is the sewage from the Property connected to a Water Corporation sewer?
 If the answer is NO, then
 (b) Does a Water Corporation sewer pass the Property?
 (c) Have you received a notice requiring the sewage from the Property to be connected to a Water Corporation Sewer.
18. Is there any septic system connected to the dwelling(s)/building(s)?
 If the answer is NO then-
 (a) Are there any disused septic tanks underground?
 (b) Have the septic tanks being decommissioned (removed or bases broken up and backfilled)?
 Details
19. (a) Is there an Aerobic Treatment Unit (ATU)?
 (b) If so, is the ATU maintained in accordance with the protocol set down in the Code of Practice for the Design, Manufacture, Installation and Operations of ATU's?
 Details
20. Is there a swimming pool or outside spa ("Swimming Pool")?
 If the answer is NO, then-
 (a) has any Swimming Pool been filled in?
 If there is a Swimming Pool
 (b) Is the cleaning and filtration equipment included in the sale price of the Property?
 (c) Is the cleaning and filtration equipment in good working order?
 (d) Do the safety barriers comply with current legal requirements?
 Details
21. (a) All light fitting, fixed floor coverings and window treatments will be included in the purchase price of the Property together with but not limited to items that are nailed, screwed or otherwise fixed e.g. mirrors, shelves, dishwasher, ceiling fans, or built-in furniture. (garden sheds and television aerials are generally included in the purchase price)
 (b) Are there any such items not included in the purchase price? For example a leased alarm system)
 (c) If so, give details of items not included
22. (a) Is there or has there been a termite/ timber pest problem on the Property during the last five years?
 Details
 (b) When was the Property last inspected for termites/timber pests?
 Details
23. Are there any locks that do not have keys? e.g window locks or doors
 Details
24. Are there any tenancies, licences, occupancies, or leases which affect the Property?
 Details
25. Are there any known structural defects in the Property?
 Details
26. (a) During the term of the Seller's ownership have all the buildings, improvements and fences been constructed in accordance with, and with approval of all relevant authorities?
 If NO then Details
 (b) During the term of the Seller's ownership have you or any other person caused to be made any additions or alterations to the Property or connections or installations in relation to water, sewage, gas, or electricity supplies?
 Details
27. Are there any leases, licences, rights of way, interests, estates, easements, mortgages, encumbrances, restrictive covenants or claims affecting the Property and not referred to in the certificate of title?
 Details
28. Are there any soil or drainage defects in the Property?
 Details

2001

Gas instant. Bosch.

seller's disclosure statement



APPROVED BY THE REAL ESTATE INSTITUTE OF WESTERN AUSTRALIA (INC.) COPYRIGHT © REIWA 2024 FOR USE BY REIWA MEMBERS 000010960938



YES NO UNKNOWN

- 29. Are there any prohibitions or restrictions on the use of the Property by virtue of statute, proclamation or by-law, development order or planning scheme? e.g. special zoning, heritage.
Details
- 30. Are there any hazardous substances (including but not limited to, asbestos or lead based paints) in or about the Property?
Details
- 31. (a) If practice of completion of any residential building works for more than \$20,000.00 have been done by a builder in the last six (6) years, has the statutory Home Indemnity Insurance been taken out by the builder?
(b) Provide details:
Builder
Insurer
Policy Number
- 32. Does the Property have insulation? If so, what sort and where?
Details
- 33. Does the Property have air-conditioning? If so, what sort and where?
Details
- 34. (a) Was the Property built between mid-2017 and mid-2022?
(b) If so, who was the builder?
Details
- (c) Does the Property contain Iplex Pro-fit Typlex 1050 resin Polybutylene plumbing pipes?
- (d) Have there been any leaks of Iplex Pro-fit Typlex 1050 resin Polybutylene plumbing pipes in the Property?

The following questions relate to the sale of a Strata or Community property only. These questions are a reflection of the representations and warranties that the Seller makes to a Buyer in a contract for the sale of all Strata or Community property pursuant to condition 10.2 of the 2022 General Conditions.

- 35. Has the Seller paid:
 - (a) each Scheme Contribution levied by the Strata Corporation in respect of the Scheme Lot?
If not, then give details
 - (b) all other money due to the Strata Corporation in respect of the Scheme Lot?
 - (c) all interest due to the Strata Corporation on any such money?
- 36. Has an administrator been appointed for the Strata Corporation?
Details
- 37. Do you know of anything which will materially affect the Buyer's use or enjoyment of the Scheme Lot or of the common property comprised in the Strata/Community Scheme?
If yes then give details
- 38. Do you know of any proposal or application to terminate the Strata/Community Scheme?
Details
- 39. Is there a current, proposed or pending proceeding or application or unsatisfied orders or judgement in relation to the Strata/Community Scheme, Scheme Company, or Scheme Lot in a court or tribunal?
Details
- 40. Is there any judgment or order of the State Administrative Tribunal, a court, tribunal or judicial or administrative body in respect to the Strata Corporation, Strata/Community Scheme, or Scheme Lot which has not been satisfied or complied with?
Details
- 41. Is there any money owing to the Strata Corporation for work carried out by the Strata Corporation in relation to the Scheme Lot?
Details
- 42. (a) Is there any proposed change to the by-laws of the Strata Corporation other than changes recorded on the Strata/Community Scheme?
(b) Other than changes recorded on the Scheme Plan are there any changes to the Strata Corporation by-laws that have been voted on by the Strata Corporation or ordered by a court or tribunal?
Details
- 43. Do you know of any action taken or any proposal to:
 - (a) vary the schedule of unit entitlement recorded on the Scheme Plan; or
 - (b) grant, vary or surrender any easement or restrictive covenant affecting the Scheme Lot or any other part of the parcel; or
 - (c) transfer, lease, licence or resume any part of the Scheme Lot or the common property; or
 - (d) obtain or take a lease of land outside the parcel; or
 - (e) vary or surrender a lease of land outside the parcel; or
 - (f) obtain an expenditure approval under section 102(6)(b) of the Strata Titles Act?
 Details

seller's disclosure statement



APPROVED BY
THE REAL ESTATE INSTITUTE
OF WESTERN AUSTRALIA (INC.)
COPYRIGHT © REIWA 2024
FOR USE BY REIWA MEMBERS
000010960938



YES
NO
UNKNOWN

44. Do you know of any proposal by the Strata Corporation to pass any resolution which will adversely affect the use and enjoyment by the buyer of the Scheme Lot or of the common property or increase the outgoings in respect to the Scheme Lot?
Details
45. Are you aware of any fact or circumstance which may result in court proceedings; or proceedings before a Court or State Administrative Tribunal, being instituted against the registered proprietor of the Scheme Lot in respect to any matter relating to the common property, the Scheme Lot, or any action or liability?
Details
46. Can residents keep pets on the Scheme Lot?
Details
47. (a) Is there a strata corporation bank account?
(b) The balance of the strata corporation bank account is \$ on / /
48. What are the Strata contributions
(a) Administrative fund Contribution \$ frequency
(b) Reserve Fund Contribution \$ frequency
(c) Reserve Fund Contributions passed but not yet payable
Details
- (d) Is the Strata Corporation considering any works that will result in an additional levy?
Details
49. Does the Scheme Lot have its own
 (a) water meter
 (b) electricity meter
 (c) hot water system (i.e. not shared)
 (d) parking
Details
50. Does any person other than lot owners have access and usage rights to the common property. For example swimming pool, tennis courts.
Details
51. Is there a caretaker? Details
52. Visitor Parking
 (a) Is there visitor parking?
Details
 (b) Do lot owners have access to visitor parking?
Details
 (c) How long can visitor parking be used by lot owners and/or visitors?
Details

Owner Builder Questions

53. (a) Was the residence or any alterations or additions to the residence done by an "owner-builder" within the seven (7) years preceding the proposed date of the contract to sell? (An owner builder is a person who is not a builder and has been issued a Local Authority building permit to build a building, or work, for themselves).
(b) If the answer is "YES" then -
 (i) has the "owner-builder" taken out a policy of insurance that complies with the Home Building Contracts Act 1991 as amended;
 (ii) the "owner-builder" must give the buyer of the Property a valid Home Indemnity Insurance certificate, that evidences the taking out of the policy for the remainder of the seven (7) year period from when the building permit was issued, prior to finalising any contract to sell or otherwise disposing of the Property.
Do you have this certificate?
Details

Smoke Alarms

54. Does the Property have hard wired smoke alarms?
Details

Residual Current devices (RCDs)

55. Are the RCDs required by law (usually a minimum of 2) installed to the residential premises?
Details
56. Do the RCDs protect all power point and lighting final subcircuits to comply with the Electricity Regulations?
Details
57. If the Property is a Strata Lot, then does the Common Property have the RCDs required by law?
Details

seller's disclosure statement



APPROVED BY
THE REAL ESTATE INSTITUTE
OF WESTERN AUSTRALIA (INC.)
COPYRIGHT © REIWA 2024
FOR USE BY REIWA MEMBERS
000010960938



YES
NO
UNKNOWN

Working Order

58. Is the Seller aware of anything on the Property that is not in working order?
Details

National Broadband Network

59. Is NBN connected to the Property?
 60. If Yes: Fibre to the Premises or
 Fibre to the distribution point or
 Fibre to the curb

General

61. Is there anything a buyer would want to know about the Property, the neighbours or the area?
Details

These disclosures by the Seller are correct as at the date of signing

Dated
Seller's Signature
Seller's Signature

OPTIONAL The Seller(s) authorises the agent to pass this Seller's Disclosure Statement on to prospective buyers.
Warning- The Buyer may rely upon these disclosures made by the seller in any action against the seller if any of the disclosures are incorrect or misleading.

Seller's Signature
Seller's Signature

