

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



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000008471658



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 a Withholding Tax may apply to this Contract (see 2022 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:
 Address
 Suburb State Postcode

As Agent for the Seller / ~~Buyer~~

THE BUYER

Name
Address
 Suburb State Postcode
Name
Address
 Suburb State Postcode

EMAIL: The Buyer consents to Notices being served at:

OFFERS TO PURCHASE the Land and Property Chattels set out in the Schedule ("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 Special Conditions as:

Sole owner Joint Tenants Tenants in Common specify the undivided shares

SCHEDULE

The **Property** at:
 Address
 Suburb State Postcode
 Lot Deposited/~~Survey/Strata/Diagram~~/Plan Whole / ~~Part~~ Vol Folio

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

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

Purchase Price
Settlement Date
Property Chattels including

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/
 MORTGAGE BROKER (NB. If blank, can be any)
 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

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 a Lender or a Mortgage Broker 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 pursuant to 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) the Finance Application has been rejected; or
- (b) a Non Approval Notice, is given to the Seller or Seller Agent.

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

If by the Latest Time the Seller or Seller Agent has not been given:

- (a) an Approval Notice; or
- (b) a Non Approval Notice;

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; or
- (b) an Approval Notice has been given 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: Sellers Right to Terminate

If by the Latest Time an Approval Notice or a Non Approval Notice has not been given 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:
 - (i) the making of a Finance Application in accordance with Clause 1.1 (a) and of any loan offer made, or any rejection; and/or
 - (ii) in the case of any Finance Application made to a Mortgage Broker, any "preliminary assessment" of the suitability of the proposed credit contract provided to the Buyer by the Mortgage Broker pursuant to section 116 of the Credit Protection Act; 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 and/or Mortgage Broker the information referred to in Clause 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 2022 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 the amount referred to in the Schedule, any lesser amount of finance referred to in the Finance Application or any lesser amount of finance acceptable to the Buyer. 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 statement in writing given by the Buyer, a Lender or a Mortgage Broker to the Seller, or Seller Agent to the effect that Finance Approval has been obtained.

Credit Protection Act means the *National Consumer Credit Protection Act, 2009* (Cwth).

Finance Application means an application made by or on behalf of the Buyer:

- (a) to a Lender to lend any monies payable under the Contract; or
- (b) to a Mortgage Broker to facilitate an application to a Lender.

Finance Approval means a written approval by a Lender of the Finance Application, a written offer to lend or a written notification of an intention to offer to lend made by a Lender:

- (a) for the Amount of Loan;
- (b) 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 any bank, building society, credit union or other institution which makes loans and in each case carries on business in Australia.

Mortgage Broker means means a holder of an Australian Credit Licence pursuant to section 35 of the Credit Protection Act or a credit representative pursuant to sections 64 or 65 of that legislation.

Non Approval Notice means:

- (a) advice in writing given by the Buyer or a Lender to the Seller, or Seller Agent to the effect that the Finance Application has been rejected or Finance Approval has not been obtained; or
- (b) advice in writing from a Mortgage Broker to the Seller or Seller Agent to the effect that:
 - (1) (i) they have made inquiries about the Buyer's requirements and objectives under this Contract;
 - (ii) they have conducted a "preliminary assessment" pursuant to sections 116 and 117 of the Credit Protection Act of the suitability of the credit contract proposed for the Buyer arising from the Finance Application; and
 - (iii) they have assessed that proposed credit contract as being unsuitable for the Buyer; or
- (2) the Finance Application to a Lender has been rejected.

2. Acceptance of an offer by one Party to the other Party will be sufficiently communicated by the accepting Party to the other Party if verbal or written notification is given by the accepting Party or their Representative or Real Estate Agent that the accepting Party has signed the Contract.
3. The 2022 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.



SPECIAL CONDITIONS

1. The Buyer is aware that they will be required, prior to settlement, to complete and lodge a Foreign Transfer Duty Declaration which may result in the payment by them of Foreign Transfer Duty which is not included in the purchase price. The buyer acknowledges they have made all necessary enquiries to satisfy themselves about their responsibilities regarding Foreign Transfer Duty.

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SPECIAL CONDITIONS - Continued

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

Name	Yardie Creek Investments Pty Ltd		
Address	68 Tunnell Raod		
Suburb	Swan View	State	WA
		Postcode	6056
Name			
Address			
Suburb		State	
		Postcode	

EMAIL: The Seller consents to Notices being served at:

[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:

- This offer and acceptance
- Strata disclosure & attachments (if strata)
- 2022 General Conditions
- Certificate of Title

Annexure of changes to the 2022 General Conditions

Signature 	Signature 
---	---

RECEIPT OF DOCUMENTS

The Seller acknowledges receipt of the following documents:


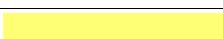
- This offer and acceptance
- 2022 General Conditions
-

Annexure of changes to the 2022 General Conditions

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

CONVEYANCER (Legal Practitioner/Settlement Agent)

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		SELLER'S REPRESENTATIVE	
Name	<input type="text"/>	Woodbridge Settlements	
Signature		<input type="text"/>	
		<input type="text"/>	

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04/22

ANNEXURE OF CHANGES TO THE 2022 GENERAL CONDITIONS CAUSED BY CHANGES TO THE TRANSFER OF LAND ACT 1893

LANDGATE WILL NOT ISSUE, OR REQUIRE DUPLICATE CERTIFICATES OF TITLE FOR LAND TO BE PRODUCED, FROM THE 7TH AUGUST 2023, CONSEQUENTLY THE PARTIES AGREE TO VARY THE 2022 GENERAL CONDITIONS IN THE FOLLOWING MANNER:

	CONDITION	CHANGES
1.	3.10(a)	Delete subclause (1).
2.	3.11	Delete clause 3.11.
3.	26.1 definition of <i>"Duplicate Certificate of Title"</i>	Delete the definition of <i>"Duplicate Certificate of Title"</i> .

Buyer

Signature  _____

Name _____

Date _____

Signature  _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Seller

Signature _____

Name **Director: Bradley John Snell**

Date _____

Signature _____

Name **Director: David Lelsie Falconbridge**

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

GST WITHHOLDING ANNEXURE

(Pursuant to the Tax Administration Act 1953)

Property:

26 Ford Street, Woodbridge WA 6056

insert address

Clauses 1 to 3 will determine whether clauses 4 to 11 apply to this Contract

1. (a) Is this Contract concerning the taxable supply of new residential premises or potential residential land as defined in the GST Act?
 YES NO
 (b) If NO is ticked or no box is ticked (in which case the answer is deemed to be NO) then the rest of this Annexure does not apply to this Contract.
 (c) If YES is ticked, then go to clause 2.
2. (a) Is this Contract concerning the sale of new residential premises that are commercial residential premises as defined in the GST Act or that are only new residential premises due to substantial renovations?
 YES NO
 (b) If YES is ticked, then the rest of this Annexure does not apply to this Contract.
 (c) If NO is ticked or no box is ticked (in which case the answer is deemed to be NO) then go to clause 3.
3. (a) Is this Contract for the sale of potential residential land and either is the Buyer registered for GST and acquiring the Land for a creditable purpose, or does the land contain a building that is used for commercial purposes?
 YES NO
 (b) If YES is ticked, then the rest of this Annexure does not apply to this Contract.
 (c) If NO is ticked or no box is ticked (in which case the answer is deemed to be NO), then clauses 4 to 11 apply to this Contract.

If, by virtue of clause 1, 2 or 3, the rest of this Annexure does not apply to this Contract, the Seller gives notice that the Buyer is not required to make a payment under section 14-250 of the Taxation Administration Act 1953 (Cth). Otherwise, clauses 4 to 11 set out the GST withholding regime.

4. The Seller gives notice that the Buyer is required to make a payment under section 14-250 of the *Taxation Administration Act 1953* (Cth) (**GST Withholding Law**) in relation to the sale of the Property and details of the payment are set out in clause 6.
5. The Seller gives notice to the Buyer that the Seller's details (or details for the entity liable for GST) are set out below:

	Seller – Supplier 1	Seller – Supplier 2
(1) Name of Seller (or entity liable for GST – eg GST group member responsible):	Yardie Creek Investments PTY. LTD.	
(2) ABN:	35 160 584 421	
(3) Address:	68 Tunnell Road Swan View WA 6056	
(4) Phone Number:		
(5) Proportion of withholding amount:	100%	

If there are several suppliers who comprise the Seller, insert details for each supplier (or the relevant GST group member) and the proportion of the withholding amount applicable to each supplier.

If there are more than 2 suppliers who comprise the Seller (or the relevant GST group member) please attach an additional page with details for each additional supplier.

6. The Seller gives notice that: (*delete one, if there is no deletion then (b) is deemed to apply)

~~(a) the Margin Scheme applies to this Contract and the Buyer must, pursuant to the GST Withholding Law, withhold and pay to the Commissioner, the amount equal to 70% of the Purchase Price being \$ _____ at Settlement, or~~

GST WITHHOLDING ANNEXURE

- (b) the Margin Scheme does not apply to this Contract and the Buyer must, pursuant to the GST Withholding Law, withhold and pay to the Commissioner the amount equal to one eleventh (1/11th) of the Purchase Price being \$ _____ at Settlement,
(the relevant amount being the GST Withholding Amount) and the Buyer is not required to pay that part of the Purchase Price equal to the GST Withholding Amount to the Seller at Settlement.
7. (a) The Seller may direct the Buyer to, or the Buyer may elect to, satisfy the Buyer's obligation under clause 6, by providing to the Seller at Settlement, a bank cheque payable to the Commissioner for the GST Withholding Amount.
- (b) The Buyer must, before Settlement, provide the Seller with the Commissioner's payment reference number and the lodgement reference number 2.
8. The Buyer must comply with the Buyer's obligations under the GST Withholding Law to lodge a notice with the Commissioner in the form approved under the GST Withholding Law:
- (a) as soon as practicable after the Contract Date, notifying the Commissioner of the transaction under this Contract and the GST Withholding Amount;
and
- (b) on the day on which Settlement occurs, notifying the Commissioner that Settlement has occurred.
9. If the Purchase Price is payable by instalments then, despite clause 6, the Buyer must pay the GST Withholding Amount on the date of the payment of the first instalment (excluding the Deposit) instead of at Settlement.
10. If the Buyer does not provide to the Seller at Settlement a bank cheque payable to the Commissioner under clause 7(a), the Buyer is treated as having given an irrevocable authority and direction to the Buyer Representative to pay the GST Withholding Amount to the Commissioner immediately following Settlement.
11. The Seller must promptly provide to the Buyer all information reasonably requested by the Buyer to enable the Buyer to comply with the Buyer's obligations under clause 8.

Seller

Buyer

WESTERN



AUSTRALIA

TITLE NUMBER

Volume Folio

4029

3

RECORD OF CERTIFICATE OF TITLE
UNDER THE TRANSFER OF LAND ACT 1893

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.

BGRoberts
REGISTRAR OF TITLES



LAND DESCRIPTION:

LOT 43 ON DEPOSITED PLAN 418808

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

YARDIE CREEK INVESTMENTS PTY LTD OF 68 TUNNELL ROAD, SWAN VIEW

(AF P368184) REGISTERED 25/11/2022

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

1. EASEMENT BURDEN CREATED UNDER SECTION 136C T.L.A. FOR DRAINAGE PURPOSES - SEE DEPOSITED PLAN 418808

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.
Lot as described in the land description may be a lot or location.

-----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: DP418808
PREVIOUS TITLE: 2016-595
PROPERTY STREET ADDRESS: 26 FORD ST, WOODBRIDGE.
LOCAL GOVERNMENT AUTHORITY: CITY OF SWAN

Deposited Plan 418808

<u>Lot</u>	<u>Certificate of Title</u>	<u>Lot Status</u>	<u>Part Lot</u>
41	4029/1	Registered	
42	4029/2	Registered	
43	4029/3	Registered	

<p>Plan Information</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>Tenure Type</td><td>Freehold</td></tr> <tr><td>Plan Type</td><td>Deposited Plan</td></tr> <tr><td>Plan Purpose</td><td>Subdivision</td></tr> <tr><td>Plan Heading</td><td>LOTS 41, 42, 43 & EASEMENT</td></tr> </table> <p>Locality & Local Government</p> <p>Locality: WOODBRIDGE Local Government: CITY OF SWAN</p> <p>Department of Planning, Lands and Heritage</p> <p>File Number: _____</p> <p>Examination</p> <p>Examined: 5-9-2022 Date: _____</p> <p>Planning Approval</p> <p>Planning Authority: WAPC Reference: 155/109</p> <p>In Order For Dealings</p> <p>Delegated under S. 16 P&O Act 2005 Date: 06.Sep.2022</p> <p>In Order For Dealings</p> <p>Subject To: Sec 136C of the TLA</p>	Tenure Type	Freehold	Plan Type	Deposited Plan	Plan Purpose	Subdivision	Plan Heading	LOTS 41, 42, 43 & EASEMENT	<p>Survey Details</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>Field Records</td><td>153246</td></tr> <tr><td>Declared as Special Survey Area</td><td>NO</td></tr> </table> <p>Survey and Plan Notation</p> <p>Survey Certificate - Regulation 54</p> <p>I, J. M. SCANLAN hereby certify that this plan is accurate and is a correct representation of the - (a) survey; and (b) calculations from measurements recorded in the field records, undertaken for the purposes of this plan and that it complies with the relevant written law(s) in relation to which it is lodged.</p> <p>2022.08.23 10:55:56 +08'00'</p> <p>Licensed Surveyor _____ Date _____</p> <p>Survey Organisation</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>Name</td><td>SCANLAN SURVEYS</td></tr> <tr><td>Address</td><td>P.O. BOX 429 MIDLAND 6936</td></tr> <tr><td>Phone</td><td>9250 2261</td></tr> <tr><td>Fax</td><td></td></tr> <tr><td>Email</td><td>reception@scanlansurveys.com.au</td></tr> <tr><td>Reference</td><td>7079/12</td></tr> </table>	Field Records	153246	Declared as Special Survey Area	NO	Name	SCANLAN SURVEYS	Address	P.O. BOX 429 MIDLAND 6936	Phone	9250 2261	Fax		Email	reception@scanlansurveys.com.au	Reference	7079/12	<p>Former Tenure</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>New Lot / Land</th> <th>Parent Plan Number</th> <th>Parent Lot Number</th> <th>Title Reference</th> <th>Subject Land Description</th> </tr> </thead> <tbody> <tr> <td>41</td> <td>P 3387</td> <td>PT LOT 174</td> <td>2016 - 595</td> <td></td> </tr> <tr> <td>42</td> <td>P 3387</td> <td>PT LOT 174</td> <td>2016 - 595</td> <td></td> </tr> <tr> <td>43</td> <td>P 3387</td> <td>PT LOT 174</td> <td>2016 - 595</td> <td></td> </tr> </tbody> </table> <p>New Interests</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Subject</th> <th>Purpose</th> <th>Statutory Reference</th> <th>Origin</th> <th>Land Burdened</th> <th>Benefit To</th> <th>Comments</th> </tr> </thead> <tbody> <tr> <td>(A)</td> <td>EASEMENT (DRAINAGE)</td> <td>SEC 136C OF THE TLA</td> <td>THIS PLAN</td> <td>LOT 42</td> <td>LOT 41</td> <td></td> </tr> <tr> <td>(B)</td> <td>EASEMENT (DRAINAGE)</td> <td>SEC 136C OF THE TLA</td> <td>THIS PLAN</td> <td>LOT 43</td> <td>LOTS 41 & 42</td> <td></td> </tr> </tbody> </table>	New Lot / Land	Parent Plan Number	Parent Lot Number	Title Reference	Subject Land Description	41	P 3387	PT LOT 174	2016 - 595		42	P 3387	PT LOT 174	2016 - 595		43	P 3387	PT LOT 174	2016 - 595		Subject	Purpose	Statutory Reference	Origin	Land Burdened	Benefit To	Comments	(A)	EASEMENT (DRAINAGE)	SEC 136C OF THE TLA	THIS PLAN	LOT 42	LOT 41		(B)	EASEMENT (DRAINAGE)	SEC 136C OF THE TLA	THIS PLAN	LOT 43	LOTS 41 & 42		<p>Plan Approved</p> <p>Inspector of Plans and Surveys / Authorised Land Officer _____ Date: 25.11.2022</p> <p>For Inspector of Plans and Surveys _____ Date: 12-9-2022</p>
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<p>DRAWING NUMBER: 7079/12/7 LF</p>				<p>PH: 08 9250 2261 www.scanlansurveys.com.au reception@scanlansurveys.com.au</p>		<p>23 SPRING PARK ROAD MIDLAND, WA, 6056 PO BOX 429, MIDLAND, 6936</p>																																																														

