

AUCTION PARTICULARS AND CONDITIONS OF SALE
 OF FREEHOLD PROPERTY

SITUATED AT

10 Fermoy Link Darch, WA 6065

TO BE OFFERED FOR SALE BY PUBLIC AUCTION

BY

Realmark North Coastal T/as Realmark North Coastal
 Ph 9246 0050 | ACN: 158 950 255 | ABN: 25 158 950 255 TC: 64748

("Seller's Agent")

at 11:00 am am / ~~pm~~ on the 4 day of 10 2025

at the Property/

under instructions from

Tiago Marcio Souza Dallamaria and Gabriela De Marques Martins
 of 10 Fermoy Link, Darch, WA 6065

("Seller")

PARTICULARS

1. PROPERTY

Lot 404 on Deposited/~~Survey/Strata/Diagram~~/Plan 37117 and

being the whole/~~part~~ of the land in Certificate of Title Volume 2545 Folio 111 together with

all buildings and other fixed improvements erected upon the Land ("Property") together also with the following Chattels, being fixtures & fittings and plant & equipment including

all fixtures and fittings, fixed floor coverings, light fittings & window treatments.

("Chattels")

2. ENCUMBRANCES

The Property is sold subject to the following Specified Encumbrances rights or interests (registered or unregistered as indicated).

- I599106 Memorial Town Planning and Development ACT 1928 registered 21/8/2003
- Restrictive Covenant Benefit - See deposited plan 37117 & instrument 1599110
- Restrictive Covenant Burden - See deposited plan 37117 & instrument 1599110
- Restrictive Covenant Benefit - See deposited plan 37117 & instrument 1599109

3. ZONING AND PRESENT USE

The zoning of the Property is R20

and the present use is Residential

4. LEASES

The Property is sold with vacant possession, unless the Leases (if any) are specified:

Vacant possession

5. SETTLEMENT DATE

The Settlement Date will be the day of 30-45 days from auction by mutual agreement 20 25

6. DEPOSIT

The Deposit will be - percentage of the Purchase Price or \$ 50,000

(whichever is completed)

7. GST WITHHOLDING

- Is this Contract concerning the taxable supply of new residential premises or potential residential land as defined in the GST Act? ☐ Yes ☒ No
- 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).
- If YES is ticked, then the 'GST Withholding Annexure' should be attached to this Contract.

auCTION PARTICULARS AND CONDITIONS OF SALE OF FREEHOLD PROPERTY



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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 - A Withholding Amount 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.

GENERAL CONDITIONS OF AUCTION

1. The Property is offered for sale subject to a reserve price set by the Seller ("Reserve Price") and the highest bidder accepted by the Auctioneer will be the Buyer with the Auctioneer having the right to refuse any bid, which in the Auctioneer's opinion, is not in the best interests of the Seller.
2. A bidder will be the Buyer unless prior to the commencement of the bidding a written authority to bid for and on behalf of another entity has been obtained by the bidder.
3. The amount of the advance of each bid will be regulated by the Auctioneer and no person can retract their bid or advance a lesser sum than that which may be named or accepted by the Auctioneer.
4. The Seller reserves the following rights:
 - (a) to bid personally or by the Seller's Agent or the Auctioneer up to the Reserve Price by not more than ten (10) bids;
 - (b) without disclosing any Reserve Price, to withdraw the Property from sale at any time before it has been sold whether or not the sale has commenced.
5. If any dispute arises as to any bid, the Auctioneer may immediately either determine the dispute or resume the bidding at the stipulated last undisputed bid.
6. Immediately on the fall of the hammer, the Buyer must sign the Contract and pay to the Seller's Agent, the Deposit as set out in the Particulars. The Auctioneer may re-open the bidding or may re-submit the Property to bidding if the highest bidder is unable or unwilling to pay the Deposit or to sign the Contract. The Auctioneer's decision is final.
7. The balance of the Purchase Price must be paid on the Settlement Date set out in the Particulars.
8. All moneys paid by the Buyer on account of the Purchase Price to the Seller's Agent or Representative will be held as a Deposit Holder, pending Settlement. If prior to Settlement, the Seller and the Buyer jointly authorise the Deposit Holder to account to either of them or a third party for the purposes of Settlement or delivery of possession, the Seller's Agent is entitled to retain from moneys held, the Agent's Selling Fee, and all agreed expenses pending Settlement.
9.
 - (a) The Chattels described in the Particulars are sold as inspected and the Seller warrants they own those Chattels and that they are free from any lien, charge, Encumbrance or other interest of any third party (except as stated in the Special Conditions).
 - (b) Where Chattels are included in the sale, the Purchase Price will be allocated or apportioned as set out in the Contract (if applicable).
10. The Property is sold free from all Encumbrances except as stated in the Particulars.
11. The Property is zoned as specified in the Particulars.
12. The Buyer is entitled to vacant possession of the Property upon Settlement unless existing Leases are referred to in the Particulars.
13. **STRATA/SURVEY STRATA PROPERTY ACKNOWLEDGEMENTS**

If the Property being auctioned is a Strata/Survey Strata Lot and the sale is to be in accordance with the terms of the Strata Titles Act, 1985, the Buyer will be given and will be required to acknowledge before signing the Contract, receipt of the following documents:
receipt of the information incorporated in the Precontractual Disclosure Statement and any attachments to that Statement.
14. The GST Withholding provisions set out in the Particulars apply to this Contract.
15. The Buyer and Seller 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.
16. The 2022 General Conditions together with the Annexure of Changes to the 2022 General Conditions Caused by changes to the transfer of *Land Act 1893* are incorporated into this Contract so far as they are not varied by or inconsistent with the Conditions or Special Conditions of this Contract.
17. Words not defined in the Contract have the same meaning as those defined in the 2022 General Conditions.

SPECIAL CONDITIONS OF AUCTION

This contract is conditional upon the attached annexure A) Sewerage/Pool/Spa.
The property will be sold on an as is where is basis.

DRAFT

auction particulars and conditions of sale
 of freehold property



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CONTRACT

At the sale by Public Auction on this 4 day of 10 2025

NAME, ADDRESS

NAME, ADDRESS

NAME, ADDRESS

("Buyer")

EMAIL: The Buyer consents to Notices being served at

The Buyer (as Joint Tenants/Tenants in common specifying the undivided shares) agrees to buy the Property described in the Particulars and all fixed improvements ("Property") with vacant possession unless otherwise provided in the General Conditions of Auction or Special Conditions of Auction together with the Chattels described in the Particulars, on the same terms and conditions set out in the General Conditions of Auction and Special Conditions of Auction at the Purchase Price of

\$

The Buyer has paid to the Seller's Agent the Deposit of \$

BUYER (If a corporation, then the Buyer executes this Contract pursuant to the Corporations Act.)

Name	Signature	Date

THE SELLER (FULL NAME AND ADDRESS)

Tiago Marcio Souza Dallamaria and Gabriela De Marques Martins
 of 10 Fermoy Link, Darch, WA 6065

EMAIL: The Seller consents to Notices being served at

AGREES to sell the Property to the Buyer and acknowledges that the Seller's Agent's selling fee payable to the Seller's Agent is the Seller's responsibility.

(If a corporation, then the Seller executes this Contract pursuant to the Corporations Act)

Name	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. 2022 General Conditions
4. Other Annexure A & Certificate of Title
5. Other Changes to the 2022 General Conditions

RECEIPT OF DOCUMENTS

The Seller acknowledges receipt of the following documents:

1. This offer and acceptance
 2. 2022 General Conditions
3. Other Annexure A
4. Other Changes to the 2022 General Conditions

CONVEYANCER (Legal Practitioner/Settlement Agent)

The Parties appoint their Representative named below to act on their behalf in respect to this transaction and consent to Notices being served on that Representative's email address.

BUYER'S REPRESENTATIVE		SELLER'S REPRESENTATIVE	
Name			
Signature			

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 "Duplicate Certificate of Title"	Delete the definition of "Duplicate Certificate of Title".

Buyer

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Seller

Signature _____

Name Tiago Marcio Souza Dallamaria

Date _____

Signature _____

Name Gabriela De Marques Martins

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

ANNEXURE (A)

SEWERAGE/POOL/SPA**This Annexure forms part of the Contract for the Sale of Land and or Strata Title for the Property at**

10 Fermoy Link Darch, WA 6065

1. These provisions apply to this Contract and override any other provisions in the Contract or the 2022 General Conditions which vary or are inconsistent with the express terms of this document.

SEWERAGE

2. The Seller discloses to the Buyer that:

- A) The Land connected to a Water Corporation sewer. **Select Option** initials
- B) The Land is connected to a Water Corporation sewer and the septic tank(s) been decommissioned. **Select Option** initials
- C) At the Contract Date the Seller received a notice requiring the Land to be connected to a Water Corporation sewer. **Select Option** initials

3. The Buyer(s) acknowledges that they are aware that clause 12 of the 2022 General Conditions apply to this Contract and the Buyer should make their own enquiries as to whether a Water Corporation notice has or will be issued.
4. The Seller and the Buyer agree that Condition 9.1(a) of the 2022 General Conditions do not apply to this Contract in relation to a Water Corporation notice only.

SWIMMING POOL/SPA

5. The safety barriers to the swimming pool/spa DO NOT comply with current legal requirements. **Select Option** initials
6. The Buyer acknowledges that the Seller HAS NOT complied with statutory requirements to upgrade the safety barriers to the swimming pool/spa. **Select Option** initials
7. The Buyer acknowledges that upon Settlement or possession of the Property the Buyer will have a statutory obligation to comply with the statutory requirements for the safety barriers to the swimming pool/spa. initials
8. The Buyer agrees upon Settlement or possession of the Property to immediately upgrade the safety barriers to the swimming pool/spa to comply with current statutory requirements. initials
9. The Buyer agrees to be liable for all costs and expenses associated with upgrading the safety barriers to the swimming pool/spa to comply with current statutory requirements. initials

SPECIAL CONDITIONS

10. The Seller and the Buyer agree that the following special conditions apply to this Contract:

The buyer/s is aware that the spa will be sold on an as is where is basis.

Sellers Signature(s)

Date

Buyers Signature(s)

Date