

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



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Realmark

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 and additional Duty will be payable. Any non Australian resident will need to give the ATO notice of their purchase within 30 days after settlement.

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.

TO: Muse Ascent Pty Ltd trading as Realmark Geraldton (ABN 37680618286) LICENCE NUMBER: RA85318

Address 184 Marine Terrace

Suburb Geraldton State WA Postcode 6530

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

The **Property** at:

Address 201 Eliza Shaw Drive

Suburb White Peak State WA Postcode 6532

Lot 78 Deposited/Survey/Strata/Diagram/Plan 41615 Whole / Part Vol 2579 Folio 628

A deposit of \$ 5,000 of which \$ 0.00 is paid now and \$ 5,000 to be paid within 7 days of acceptance

to be held by Muse Ascent Pty Ltd t/as Realmark Geraldton TC: RA85318 REBA Sales Trust

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

Purchase Price

Settlement Date

Property Chattels
including Vacant Land

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

SIGN
HERE

NOTE: IF THIS DOCUMENT IS ON SEPARATE PAGES OR IS TO BE FAXED THEN ALL PARTIES SHOULD SIGN ALL PAGES.

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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).

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 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.
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

Annexure "A" (termite inspection report) form is part of the contract.

X

X

SIGN
HERE

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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	Daniel Arthur Polain		
Address	PO Box 2085		
Suburb	Geraldton	State	WA
Name	Leonie Grace Polain		
Address	PO Box 2085		
Suburb	Geraldton	State	WA
		Postcode	6530

EMAIL: The Seller consents to Notices being served at: valleyhigh@westnet.com.au

[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. 2022 General Conditions
4. **Annexure & Certificate of Title**

 Signature Signature

RECEIPT OF DOCUMENTS

The Seller acknowledges receipt of the following documents:

1. This offer and acceptance
2. 2022 General Conditions
3. **Annexure & Certificate of Title**

 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

Name	TBA
Signature	

SELLER'S REPRESENTATIVE

TBA	
	



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01/25

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 _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

**SIGN
HERE**