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

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firstnational Genesis

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: BJK Genesis Property Pty Ltd
Address 6/160 Scarborough Beach Road
Suburb Mount Hawthorn State WA Postcode 6016
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 Proposed Lot 104 Baxter Road
Suburb Chidlow State WA Postcode 6556
Lot 104 ~~Deposited/Survey/Strata/Diagram/Plan~~ N/A Whole / ~~Part~~ Vol N/A Folio N/A
A **deposit** of $ of which $ 0 is paid now and $ to be paid within 7 days of acceptance
to be held by First National Real Estate Genesis
("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

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 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

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.

2. If the title for the property is not issued by the March 31st 2026 the buyers retain the right to bring this contract to an end by issuing written notice to the seller or the seller's agent prior to the title being issued.

3. The buyer has received a copy of the Bushfire Management Plan.

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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 Ragora PTY LTD

Address 68 Tunnel Road

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:

1. This offer and acceptance
2. Strata disclosure & attachments (if strata)
3. 2022 General Conditions
4. Certificate of Title
5. Annexure of changes to General Conditions (form 198)

Signature Signature

RECEIPT OF DOCUMENTS

The Seller acknowledges receipt of the following documents:

1. This offer and acceptance
2. 2022 General Conditions
3. Annexure of changes to General Conditions (form 198)

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		
Signature		

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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 Bradley John Snell

Date _____

Signature _____

Name Christine Lily Snell

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

GST WITHHOLDING ANNEXURE

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(Pursuant to the Tax Administration Act 1953)

Property:

Proposed Lot 104 Baxter Road, Chidlow WA 6556

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):	Everard Nominees PTY LTD	
(2) ABN:	87 009 137 366	
(3) Address:	68 Tunnel Road, Swan View WA 6056	
(4) Phone Number:	0412 006 041	
(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 7% of the Purchase Price being $ _____ at Settlement; or.

(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

Docusign Envelope ID: 46BBF499-0B81-4A9E-893E-CEED9B1FECA2

Warning for Purchasers - Sale of Land Act 1970

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Sale of Land Act 1970

Approved form of statutory warning where the vendor of lot(s) to be created by subdivision of land is not the registered proprietor of the land

The following is the approved form of the statutory warning that is required to be included within any future lot contract by section 13C of the *Sale of Land Act 1970*:

Warning for Purchasers - Sale of Land Act 1970

This contract is a "future lot contract" for the purposes of Part 3 of the Sale of Land Act 1970,

That is because at the date of execution of this contract for the sale of land, the vendor is **not** the registered proprietor of the land which is to be subdivided to create the lot(s) to be transferred at settlement under this contract.

The vendor cannot transfer ownership of those lot(s) to the purchaser until after becoming the registered proprietor of that land (whether or not there are any other conditions to be satisfied before the transfer of ownership).

Accordingly, the purchaser should consider the potential risks of entering into this contract for sale of land and should consider seeking independent professional advice prior to entering into this contract.

Important Things to Note:

The following 7 points paraphrase some key requirements of sections 13A – 13I of the Sale of Land Act 1970. This information is provided to help the vendor and purchaser understand future lot contracts, but does not form a part of the contract itself. To understand the rights and obligations of all parties, refer to ss13A – 13I of the Sale of Land Act 1970.

1 Vendor's condition required in a contract

Section 13B of the *Sale of Land Act 1970* requires that a future lot contract be subject to a **vendor's condition**. That vendor's condition must make the contract conditional on the vendor becoming, or being entitled to become, the registered proprietor of the land which is to be subdivided to create the lot(s) to which the contract relates within 6 months from the date of execution of the contract, or by any other period as specified in the contract, or in a variation signed by both parties (**specified period**).

2 Reasonable endeavours must be used to satisfy vendor's condition

Section 13G of the *Sale of Land Act 1970* requires that all reasonable endeavours must be made to satisfy the vendor's condition before the expiry of the specified period. These reasonable endeavours include taking steps to obtain the necessary regulatory approvals and lodging the necessary plans for the subdivision or proposed subdivision.

3 Information required to be given to the purchaser

Under section 13G of the *Sale of Land Act 1970* the vendor is required to inform the purchaser of steps taken to satisfy the vendor's condition within a reasonable timeframe, if the purchaser requests this information in writing.

4 Requirement for vendor to notify purchaser if the vendor's condition is satisfied (section 13H of Sale of Land Act 1970)

After the date of, becoming, or being entitled to become, the registered proprietor of the lot(s) to which the contract relates, the vendor must notify the purchaser in writing of this within 10 working days. Failure to do this will be taken as the vendor's condition not being satisfied, and gives the purchaser (but not the vendor) the right to terminate the contract.

5 Consequences if vendor's condition is not satisfied (section 13I of Sale of Land Act 1970)

If the vendor's condition is not satisfied the:

- purchaser has the right to terminate the contract;
- vendor has the right to terminate the contract provided that the vendor has complied with section 13G and made all reasonable endeavours to satisfy the vendor's condition before expiry of the specified period.

In either case, the deposit must be returned to the purchaser.

6 Obligations relating to deposit or other money (section 13E of Sale of Land Act 1970)

The vendor must ensure that money payable by the purchaser under the contract is held in trust by a solicitor, licensed real estate agent, or licensed settlement agent in an authorised deposit-taking institution. The handling of such money must meet the requirements of sections 13B – 13F, 13H and 13I of the *Sale of Land Act 1970*.

7 Notification requirement for termination of contract (section 13I(1) and (2) of Sale of Land Act 1970)

If a party to the contract (vendor or purchaser), has the right to terminate the contract, they may do so by notifying the other party in writing of the termination.

N

SCALE 1:2000 @ A2

0m 20m 40m 60m 80m 100m

PRECAL PLAN

PROJECT:
LOT 1917 ON DP 107925
LILYDALE & LIBERTON ROADS
CHIDLOW

CLIENT:
RAGORA PTY LTD

PLAN: DP 107925 C/T:1221/1000

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HORIZONTAL DATUM: HUG94

VERTICAL DATUM: AHD (SSM DOC14 - RL 275.699m)

DRAWING: 8831/23/2 REVISION:

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