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



WARNING - If t WARNING - If t	he Buyer is not a he Purchase Price	n Australian Citiz e is \$750,000 or n	of State Revenue f en or Permanent Re nore a Withholding	sident or a New Ze Tax may apply to tl	aland Citizen the nis Contract (see	en Fl 202	IRB approval (ar 2 General Condi	nd a speci tion 3.7).	al condition to th	is Contract) n	nay be required. Is part of this Contrac
TO:											
Address	BJK Genesis Property Pty Ltd RA 74823 ACN 618 296 414 T/A First National Real Estate Genesis ABN 28 618 296 414 6/160 Scarborough Beach Road										
Suburb	Mount Hawt	thorn						State	WA	Postcod	e 6016
As Agent for	r the Seller / E	Juyer				-				_	
THE BUYER	_										
Name											
Address						_					
Suburb								State		Postcod	0
								State		POSILOU	e
Name Address						_					
Auuress											
Suburb								State		Postcod	e
	Buver consent:	s to Notices b <sup>.</sup>	eing served at:								-
OFFERS TO F the Special C	PURCHASE th	ne Land and P the Purchase	roperty Chattel Price on the ter	s set out in the ms set out in t Common spec	he Schedule,	the	e Conditions	vacant and Sp	possession u ecial Conditio	nless state ns as:	ed otherwise in
Sole owr		nt Tenants	Tendints II	i common spec		lue	u silales				
						_					
				<b>C</b> C							
The <b>Property</b> Address	<b>y</b> at: 554 Dinsdale	e Road		50	HEDULE						
Suburb	Gidgegannu	ip						State	WA	Postcod	e 6083
Lot 31	Deposited	<del>/Sarver/Stra</del>	<del>tu/Biugrum/</del> Pla	an 42181	W	hol	e / <del>Part-</del> Vol				71
A <b>deposit</b> of	\$	ofv	which \$ 0.00		id now and \$		·		e paid within <sup>[.</sup>		s of acceptance
		nal Real Estat									
("the Deposit	Holder"). The	balance of the	Purchase Price t	to be paid on the	e Settlement D	)ate	e.				
Purchase Pr	ice										
Settlement											
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	FIN	IANCE CLAU	SE IS APPLIC	ABLE			FINA		LAUSE IS NO	OTAPPLI	CABLE
LENDER/											
MORTGAG	E BROKER (NB	3. If blank, can be any	)				Cignoture of	the Dun	ion if Finance (		OT applicable
	ME: 4pm on:	L					Signature of	the buy	/er if Finance (	liduse is in	от аррисаріе
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SIGNATUR	E OF BUYER										
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NOTE: IF THIS DOCUMENT IS ON SEPARATE PAGES OR IS TO BE FAXED THEN ALL PARTIES SHOULD SIGN ALL PAGES.

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

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

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.

immediately after the Contract Date make a Finance Application to a

use all best endeavours in good faith to obtain Finance Approval 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

The Buyer must immediately give to the Seller or Seller Agent:

at any time while the Contract is in force and effect. 1.2 No Finance Approval by the Latest Time: Non Approval Notice Given

(a) the Finance Application has been rejected; or

No Finance Approval by the Latest Time: No Notice Given

(b) a Non Approval Notice, is given to the Seller or Seller Agent.

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

(b) an Approval Notice has been given to the Seller or Seller Agent;

Notice Not Given by Latest Time: Sellers Right to Terminate

then this Clause 1 is satisfied and this Contract is in full force and effect.

(1) an Approval Notice if the Buyer obtains Finance Approval; or

a Non Approval Notice if the Finance Application is rejected;

This Contract will come to an end without further action by either Party if on or

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.

If by the Latest Time, or if Clause 1.5 applies, before the Contract is terminated:

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

advise the Seller or Seller Agent of the progress of the Finance

and of any loan offer made, or any rejection; and/or

the making of a Finance Application in accordance with Clause 1.1 (a)

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

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

If requested in writing by the Seller or Seller Agent the Buyer must:

this Clause 1.1 will not be affected if the Buyer does not comply with Clause 1.1.

Buyer's Obligation to Apply for Finance and Give Notice to the Seller





#### 1. SUBJECT TO FINANCE

(a)

(b)

(c)

1.3

14

1.5

(a)

(b)

(1)

(2)

(a)

(1)

(7)

(7)

before the Latest Time:

an Approval Notice; or

Finance Approval: Approval Notice Given

1.6 Buver Must Keep Seller Informed: Evidence

Application; and

provide evidence in writing of:

not accepting any loan offer.

(a) Finance Approval has been obtained; or

(b) a Non Approval Notice;

Notice to the Buyer.

(i)

(ii)

this Clause 1 does not apply to the Contract.

as security; and

The Buyer must:

### CONDITIONS

#### 1.7 Right To Terminate

- If a Party has the right to terminate under this Clause 1, then:
- termination must be effected by written Notice to the other Party;
- Clauses 23 and 24 of the 2022 General Conditions do not apply to the right to (b) terminate:
- (c) upon termination the Deposit and any other monies paid by the Buyer must be repaid to the Buver:
- 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
- Lender or a Mortgage Broker using, if required by the Lender, the Property 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 amound 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
- to a Mortgage Broker to facilitate an application to a Lender. (h)

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:
  - which are the Lender's usual terms and conditions for finance of a nature (1) similar to that applied for by the Buyer; or
  - which the Buyer has accepted by written communication to the Lender, (2) 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
  - which, if the condition is other than as referred to in paragraphs (1) and (2) (3) 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
- if no date is nominated in the Schedule, then 4pm on the day falling 15 (b) 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:

- advice in writing given by the Buyer or a Lender to the Seller, or Seller Agent (a) 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:
  - they have made inquiries about the Buyer's requirements and (1) (i) 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
- 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.
- 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. З 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. 4

Mortgage Broker the information referred to in Clause 1.6(a).

#### 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.

(d)

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





		SP	ECIAL CONDITIONS - Cont	tinued	
IYER [	[If a corporation, then	the Buyer executes	s this Contract pursuant to	the Corporations Act.]	
nature		Date	Signature		Date
nature		Date	Signature		Date
HE SELLE	<b>R</b> (FULL NAME AN	ID ADDRESS) ACCE	PTS the Buyer's offer		
ame	Robert Mario Nardi				
ldress	30 Salamander S	street			
ıburb	Dianella			State WA	Postcode 6059
ame					
ddress					
ldress					
				State	Postcode
ıburb	Seller consents to Notice	es being served at:		State	Postcode
ıburb MAIL: The S		5	ract pursuant to the Corpor		Postcode
iburb IAIL: The S a corpora		5	ract pursuant to the Corpor		Postcode
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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.
З.	26.1 definition of " <i>Duplicate Certificate of Title</i> "	Delete the definition of <i>"Duplicate Certificate of Title".</i>

#### Buyer

Signature		Signature	
Name		Name	Robert Mario Nardi
Date		Date	
Signature		Signature	
Name		Name	
Date		Date	
Signature		Signature	
Name		Name	
Date		Date	
Signature		Signature	
Name		Name	
Date		Date	

#### Seller

## AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR MAJOR STRUCTURAL DEFECTS





("Date")

ANNEXURE A

This annexure forms part of the Contract for the Sale of Land or Strata Title for the Property at

#### 554 Dinsdale Road, Gidgegannup WA 6083

NOTE - THIS ANNEXURE ONLY APPLIES TO, AND IS LIMITED TO, MAJOR STRUCTURAL DEFECTS PURSUANT TO APPENDIX "A" OF THE STANDARD
AND NOT OTHER DEFECTS, MAINTENANCE OR OTHER SAFETY ISSUES.

 1. The Buyer may at their expense obtain a written Report by 4PM on: (a\*)
 /
 /
 \*complete (a) or (b)
 OR

#### (b\*) 14 days after acceptance

on any Major Structural Defects of the residential Building and of the following described areas

located upon the Property ("Building"). If nothing is completed in the blank space then the Building will be the residential Building only.

- 2. The Buyer must serve a copy of the Report on the Seller, Seller Agent or Seller Representative before the Date.
- 3. If the Buyer, and Seller Agent or Seller or Seller Representative do not receive the Report before the Date then the Buyer will be deemed to have waived the benefit of this Annexure. Time is of the essence.
- 4. If the Report identifies Major Structural Defects to the Property's Building, the Buyer may at any time within three (3) Business Days after the Date serve a Major Structural Defects Notice on the Seller, Seller Agent or Seller Representative giving the Seller five (5) Business Days to agree to remedy the Major Structural Defects.
- 5. If the Seller elects in writing to remedy the Major Structural Defects in the Major Structural Defects Notice then the Settlement Date will be delayed until the later of: (a) three (3) Business Days after the Seller's Work is completed as certified by the Seller's Builder and (b) the Settlement Date.
- 6. The Seller must do the Work expeditiously and in good and workmanlike manner through a Builder and provide evidence to the Buyer of completion of the Work.
- 7. If, prior to the Seller commencing Work, the Seller and Buyer wish to agree and do agree an amount to be paid by the Seller to the Buyer then the amount will be deducted from the Purchase Price at Settlement and the Seller will not undertake the Work.
- 8. If the Seller does not agree to remedy Major Structural Defects within five (5) Business Days from when the Major Structural Defects Notice was served on the Seller, Seller Agent or Seller Representative then:
  - (a) the Buyer may at any time within a further five (5) Business Days after that period ends, give notice in writing to the Seller, Seller Agent or Seller Representative terminating the Contract and the Deposit and other monies paid will be repaid to the Buyer;
  - (b) if the Buyer does not terminate the Contract pursuant to this clause 8, then this Annexure ceases to apply and the Contract continues unaffected by this Annexure.
- 9. In this Annexure:
- 9.1 "Builder" means a builder registered in Western Australia with appropriate qualifications and using such other appropriately qualified persons, necessary to remedy the matters set out in the Major Structural Defects Notice.
- 9.2 "Consultant" means an independent inspector qualified and experienced in undertaking pre-purchase property inspections to ascertain Major Structual Defects.
- 9.3 "Date" means the date inserted or calculated in clause 1. If nothing is inserted in clause 1 then the Date will be five (5) Business Days from the later of (i) the Contract Date; or (ii) the Latest Time for Financial Approval (if any).
- 9.4 "Major Structural Defects" means a fault or deviation from the intended structural performance of a building element and is a major defect to the building structure of sufficient magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility, or further deterioration of the building structure. Major Structural Defects does not include any non-structural element, e.g., roof plumbing and roof covering, general gas, water and sanitary plumbing, electrical wiring, partition walls, cabinetry, windows, doors, trims, fencing, minor structures, non-structural damp issues, ceiling linings, floor coverings, decorative finishes such as plastering, painting, tiling etc., general maintenance, or spalling of masonry, fretting of mortar or rusting of primary structural elements.
- 9.5 "Major Structural Defects Notice" means a Notice in writing from the Buyer to the Seller to provide the Seller with the opportunity to agree to rectify the Major Structural Defects that the Buyer requires to be rectified.
  Registered Builder
- 9.6 "Report" means the report performed in accordance with Appendix A of the Standard by a Gensultant. It is not a special purpose report, nor an all-encompassing report dealing with every aspect of the Property. The Report should only be a reasonable attempt to identify Major Structural Defects to the Building structure pursuant to Appendix "A of the Standard. The presence of defects will only be relevant in this Annexure when the defects are a Major Structural Defect.
- 9.7 "Standard" means Australian Standard AS 4349-2007 (as amended from time to time) Inspections of buildings Part 1: Pre-purchase Structural Inspection Residential buildings).
- 9.8 "Work" means the work required to rectify the Major Structural Defects set out in the Major Structural Defects Notice.
- 9.9 Words not defined in this Annexure have the same meaning as defined in the Standard or the 2018 General Conditions.

BUYER SIGNATURE	BUYER SIGNATURE	SELLER SIGNATURE	SELLER SIGNATURE	
BUYER SIGNATURE	BUYER SIGNATURE	SELLER SIGNATURE	SELLER SIGNATURE	

## **AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR TIMBER PESTS**



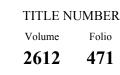


ANNEXURE	В
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	This an	ANNEX	_	tle for the Prop	erty at
	554 Dinsdale Road, G	Gidgegannup WA 6083			
1.	The Buyer may at their expense o Report on any Timber Pest Activi			4PM on *com	pplete one V OR ter acceptance ("Date")
	of the residential building and the	e		located upon th	ne Property (" <b>Building</b> ").
		(a) any Activity or Damage outside th (c) recommendations for further inve		in the Report al	bout conditions conducive to or
2.		he Report on the Seller, Seller Agent o	0	the Date.	
3.	If the Buyer, and Seller, Seller Age the benefit of this Annexure. Tim	ent or Seller Representative do not re ne is of the essence.	ceive the Report before the Da	te then the Bu	yer will be deemed to have waived
4.		n, or Damage to, the Building, the Building and so a second second second second second second second second se			
5.	(a) three (3) Business Days after 1	radicate and/or Repair pursuant to th the Seller's Work is completed as cert if both are required and (b) the Settle	ified by, the Seller's Builder in		
6.	The Seller must do the Work experience provide evidence to the Buyer of a	editiously and in a good and workmar completion of the Work.	like manner through (a) a Buil	der to Repair or	r (b) a Consultant to Eradicate, and
7.		g the Work, the Seller and Buyer wish e Purchase Price at Settlement and th			y the Seller to the Buyer then that
8.	If the Seller does not agree to Era Agent or Seller Representative th	adicate and/or Repair within Five (5) E nen	Business Days from when the T	imber Pest Not	tice was served on the Seller, Seller
		ithin a further Five (5) Business Days the Contract and the Deposit and othe			o the Seller, Seller Agent or Seller
	(b) if the Buyer does not termina this Annexure.	ate the Contract pursuant to this claus	se 8, then this Annexure cease	s to apply and t	the Contract continues unaffected by
9.	In this Annexure:				
9.1	"Activity" means evidence of the	presence of current Timber Pests.			
9.2	"Builder" means a builder register to Repair any Damage set out in t	red in Western Australia with appropr the Timber Pest Notice.	iate qualifications and using s	uch other appro	opriately qualified persons, necessary
9.3	"Consultant" means an independer and Eradication.	ent inspector qualified and experience	ed in undertaking, pre-purchas	e property insp	ections pursuant to the Standard
	"Date" means the date inserted o	mage caused by Timber Pests to the E or calculated in clause 1. If no date is ir atest Time for Finance Approval (if an	iserted in clause 1 then the Dat	e will be Five (	5) Business Days from the later of:
9.6		an the treatment necessary to eradica		ing.	
	"Repair" means the Work necess				
		ed in accordance with the Standard b	y a Consultant at the Property.		
9.9	"Standard" means Australian Sta	indard AS 4349.3-2010 (as amended f	rom time to time) Inspection o	of buildings Tim	iber Pest Inspections.
9.10	) "Timber Pests" means subterrane	ean and dampwood termites, borers c	of seasoned timber and wood o	lecay fungi as d	lefined in the Standard.
9.11	"Timber Pest Notice" means a No Repair that the Buyer requires pu	tice in writing from the Buyer to the S Irsuant to the Report.	Seller to provide the Seller with	the opportuni	ty to agree to Eradicate and/or
9.12	"Work" means the work required	to Repair pursuant to the Timber Pes	t Notice.		
9.13	Words not defined in this Annexu	are have the same meaning as define	d in the Standard or the 2018 C	ieneral Conditio	ons.
BU	YER SIGNATURE	BUYER SIGNATURE	SELLER SIGNATURE		SELLER SIGNATURE
BU	YER SIGNATURE	BUYER SIGNATURE	SELLER SIGNATURE		SELLER SIGNATURE

WESTERN



AUSTRALIA

## **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.

Barbeth

REGISTRAR OF TITLES

#### LAND DESCRIPTION:

LOT 31 ON DEPOSITED PLAN 42181

#### **REGISTERED PROPRIETOR:** (FIRST SCHEDULE)

ROBERT MARIO NARDI OF 5 RADSTOCK STREET, KARRINYUP

(AF J574236) REGISTERED 23/1/2006

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

- EASEMENT BENEFIT CREATED UNDER SECTION 136C T.L.A. FOR RIGHT OF CARRIAGEWAY PURPOSES -1 SEE DEPOSITED PLAN 42181 AND INSTRUMENT J596493.
- EASEMENT BURDEN SEE DEPOSITED PLAN 42181 AND INSTRUMENT J596493. 2.
- L978637 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA REGISTERED 29/6/2012. 3.

A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required. Warning: 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: PREVIOUS TITLE: PROPERTY STREET ADDRESS: LOCAL GOVERNMENT AUTHORITY:

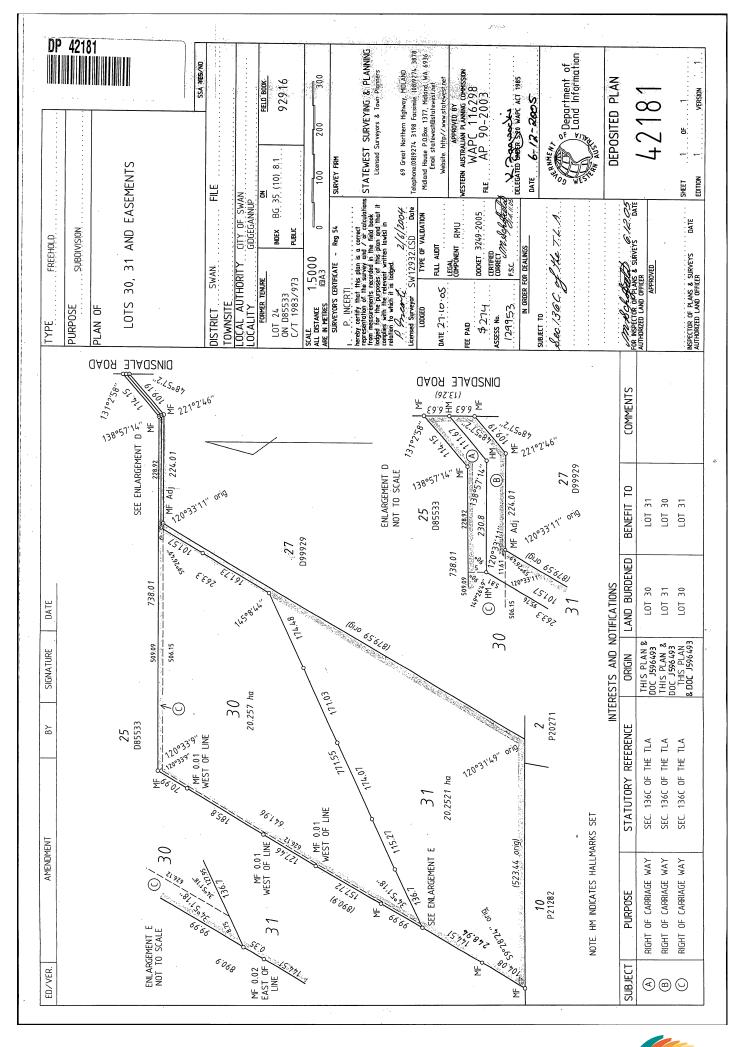
DP42181 1983-973 554 DINSDALE RD, GIDGEGANNUP. CITY OF SWAN



## **Deposited Plan 42181**

Lot	Certificate of Title	Lot Status	Part Lot
30	2612/470	Registered	
31	2612/471	Registered	





number: 67109660 **Landgate** www.landgate.wa.gov.au