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





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



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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
 - The Buyer must:
 - immediately after the Contract Date make a Finance Application to a Lender or a Mortgage Broker using, if required by the Lender, the Property
 - 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 this Clause 1.1 will not be affected if the Buyer does not comply with Clause 1.1.
 - The Buyer must immediately give to the Seller or Seller Agent:
 - (1) an Approval Notice if the Buyer obtains Finance Approval; or
 - a Non Approval Notice if the Finance Application is rejected;

at any time while the Contract is in force and effect.

- 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.
- No Finance Approval by the Latest Time: No Notice Given

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

- 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.

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.

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.

- Buyer Must Keep Seller Informed: Evidence
 - If requested in writing by the Seller or Seller Agent the Buyer must:
 - advise the Seller or Seller Agent of the progress of the Finance Application; and
 - provide evidence in writing of:
 - the making of a Finance Application in accordance with Clause 1.1 (a) and of any loan offer made, or any rejection; and/or
 - 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.
 - 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).

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
- 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 (d) for breach of this Contract, except for a breach of Clause 1.1 by the Buyer.

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.

Definitions

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

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.

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:
- which is unconditional or subject to terms and conditions:
 - which are the Lender's usual terms and conditions for finance of a nature similar to that applied for by the Buyer; or
 - 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
 - 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

- 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 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 to the effect that the Finance Application has been rejected or Finance Approval has not been obtained; or
- 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;
 - 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
 - (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. 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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contract for sale of land or strata title by offer and acceptance







		SPECIAL CONI	OITIONS - Continued	1	
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gnature		Date	Signature		Date
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	Seller consents to Notices being serve				
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RECEIPT O	F DOCUMENTS		RECEIPT OF DOCU	MENTS	
	acknowledges receipt of the following doc r and acceptance 2. Strata disclosure & att		The Seller acknowl 1. This offer and according to the seller acknowledge of the seller acknowle	edges receipt of the followi	ng documents: General Conditions
	neral Conditions 4. Certificate of Title			Changes to General Co	
5. Annexu	ure of Changes to General Condition	ns (Form 198)			
Signature	Signature		Signature	Signatu	ıre
CONVEY	ANCER (Legal Practitioner/Settl	ement Agent)			
The Deut	ies appoint their Representative b ntative's email address.	elow to act on their	behalf and consent	to Notices being serve	ed on that
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The copyright of this Contract by Offer and Acceptance is the property of the Real Estate Institute of Western Australia (Inc.) ("REIWA") and neither the form nor any part of it may be used or reproduced by any method whatsoever or incorporated by reference or in any manner whatsoever in any other document without the consent of the REIWA. 10/23



Date







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		Seller	
Signature		Signature	
Name		Name CORY AARON VESPESCU	
Date		Nate	

Signature		Signature	
Name		Name	CORY AARON VESPESCU
Date		Date	
Signature		Signature	
Name		Name	REBECCA ANNE NEVES LEDO
Date	 	Date	
Signature	 	Signature	
Name	 	Name	
Date	 	Date	
Signature		Signature	
Name	 	Name	

Date

AUSTRALIAN STANDARD PRE-PURCHASE





NS	SPECTION FOR MA	JOR STRUCTURAL D	EFEC	TS	REAL ESTATE INSTITUTE OF WESTERN AUSTRALIA	COPYPIGHT D REIWA 2022 FOR USE BY REIWA MEMBERS 000009661644	
		ANNEX	JRE				
	This annexure forms part of the Contract for the Sale of Land or Strata Title for the Property at						
	21 Lignite Avenue, F	Piara Waters WA 6112					
		PLIES TO, AND IS LIMITED TO, MAJOI ENANCE OR OTHER SAFETY ISSUES.		CTURAL DEFECTS PUR	RSUANT TO AF	PPENDIX "A" OF THE STANDARD	
1.		obtain a written Report on any Major s Iding"). If nothing is completed in the			_	_	
2.	The Buyer must serve a copy of t	he Report on the Seller, Seller Agent o	or Seller	Representative by 4PN	M on: *complet	te (a) or (b)	
	(a*) / /	OR (b*) 14 days after acce	eptano	e	<u> </u>	("Date")	
3.	If the Buyer, and Seller Agent or the benefit of this Annexure. Tim	Seller or Seller Representative do not ne is of the essence.	receive [·]	the Report before the I	Date then the E	Buyer will be deemed to have waived	
4.		uctural Defects to the Property's Build Notice on the Seller, Seller Agent or S					
5.		emedy the Major Structural Defects in siness Days after the Seller's Work is					
6.	The Seller must do the Work exp the Work.	editiously and in good and workmanli	ke manr	ner through a Builder a	nd provide evid	ence to the Buyer of completion of	
	amount will be deducted from th	g Work, the Seller and Buyer wish to a se Purchase Price at Settlement and th	ne Seller	will not undertake the	e Work.	·	
8.		iting to remedy Major Structural Defe Igent or Seller Representative then:	cts with	in five (5) Business Day	s from when t	he Major Structural Defects Notice	
	 (a) At any time within a further Five (5) Business Days after (1) that period ending (if no notice is given by the seller); or (2) the date notice in writing is given by the Seller to the Buyer, the Buyer may 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. 						
	. In this Annexure: 1. "Builder" means a registered building service contractor (as defined in the Building Services (Registration) Act 2011 WA) qualified to remedy the matters						
9.1	set out in the Major Structural De		the <i>Buil</i>	aing Services (Registra	ition) Act 2011\	(VA) qualified to remedy the matters	
9.2	"Consultant" means an independ Defects.	lent inspector qualified and experience	ed in un	dertaking pre-purchase	property insp	ections to ascertain Major Structual	
	(i) the Contract Date; or (ii) the La	or calculated in clause 2. If nothing is i atest Time for Financial Approval (if a	ny).				
9.4	3.4 "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		" means a Notice in writing from the E P Ruver requires to be rectified	Buyer to	·		he opportunity to agree to rectify the	
9.6	Major Structural Defects that the Buyer requires to be rectified. Registered Builder Report" means the report performed in accordance with Appendix A of the Standard by a consultant. 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 Sta Inspection - Residential buildings	andard AS 4349-2007 (as amended fro s).	om time	to time) Inspections o	f buildings Par	t 1: Pre-purchase Structural	
	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 2022 General Conditions.						
BU	YER SIGNATURE	BUYER SIGNATURE		SELLER SIGNATURE		SELLER SIGNATURE	
			ĺ				
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BU	YER SIGNATURE	BUYER SIGNATURE		SELLER SIGNATURE		SELLER SIGNATURE	

AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR TIMBER PESTS







NS	SPECTION FOR TIMBER PESTS		REAL ESTATE INSTITUTE OF WESTERN AUSTRALIA	COPYRIGHT® REIWA 2022 FOR USE BY REIWA MEMBERS 000008929626
	ANNEX	XURE		
	This annexure forms part of the Contract f	for the Sale of Land c	or Strata Title for the Pro	perty at
	21 Lignite Avenue, Piara Waters WA 6112			
1.	The Buyer may at their expense obtain a non-invasive written Report following described areas Located upon the Property (" Building "). If resulting only.			
	This Annexure does not apply to: (a) any Activity or Damage outside t susceptibility to Timber Pests; or (c) recommendations for further inv	vestigations.	·	
2.	The Buyer must serve a copy of the Report on the Seller, Seller Agent	· · · · · · · · · · · · · · · · · · ·	itive by 4PM on: *comple ————	
3.	(a*) OR (b*) 14 days after acc		fore the Date then the Bu	("Date") yyer will be deemed to have waived
4.	the benefit of this Annexure. Time is of the essence. If the Report identifies Activity on, or Damage to, the Building, the Bu Pest Notice on the Seller, Seller Agent or Seller Representative giving			
5.	If the Seller elects in writing to Eradicate and/or Repair pursuant to the (a) three (3) Business Days after the Seller's Work is completed as cere Eradication or, the later of them if both are required and (b) the Settle	rtified by, the Seller's		
6.	The Seller must do the Work expeditiously and in a good and workma provide evidence to the Buyer of completion of the Work.	anlike manner throug	h (a) a Builder to Repair o	or (b) a Consultant to Eradicate, and
7.	If, prior to the Seller commencing the Work, the Seller and Buyer wish amount will be deducted from the Purchase Price at Settlement and			by the Seller to the Buyer then that
8.	If the Seller does not agree in writing to Eradicate and/or Repair with Seller, Seller Agent or Seller Representative then	ıin Five (5) Business Γ	Days from when the Timb	er Pest Notice was served on the
	(a) At any time within a further Five (5) Business Days after (1) that p given by the Seller to the Buyer, the Buyer may give notice in writ 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.	ting to the Seller, Sell er;	ler Agent or Seller Repres	sentative terminating the Contract
9.	this Annexure. In this Annexure:			
	"Activity" means evidence of the presence of current Timber Pests.			
	"Builder" means a registered building service contractor (as defined in set out in the Major Structural Defects Notice.	1 the <i>Building Service</i>	es (Registration) Act 2011	WA) qualified to remedy the matters
9.3	"Consultant" means an independent inspector qualified and experience and Eradication.	ced in undertaking, p	re-purchase property insp	oections pursuant to the Standard
9.4	"Damage" means evidence of damage caused by Timber Pests to the	Building.		
9.5	"Date" means the date inserted or calculated in clause 2. If no date is (i) the Contract Date; or (ii) the Latest Time for Finance Approval (if a		then the Date will be Five	(5) Business Days from the later of:
9.6	"Eradicate" and "Eradication" mean the treatment necessary to eradic	cate Activity affectin	g the Building.	
9.7	"Repair" means the Work necessary to repair any Damage.			
	"Report" means a report performed in accordance with the Standard I	•		
	"Standard" means Australian Standard AS 4349.3-2010 (as amended		· · · · · · · · · · · · · · · · · · ·	·
	O "Timber Pests" means subterranean and dampwood termites, borers I "Timber Pest Notice" means a Notice in writing from the Buyer to the		· -	
	Repair that the Buyer requires pursuant to the Report.			
	2 "Work" means the work required to Repair pursuant to the Timber Pe			
9.13	3 Words not defined in this Annexure have the same meaning as define	ed in the Standard or	the 2022 General Condit	ions.
BU	YER SIGNATURE BUYER SIGNATURE	SELLER SIC	NATURE	SELLER SIGNATURE
BU	YER SIGNATURE BUYER SIGNATURE	SELLER SIG	SNATURE	SELLER SIGNATURE

WESTERN



TITLE NUMBER

Volume

Folio

2987

214

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.



LAND DESCRIPTION:

LOT 1824 ON DEPOSITED PLAN 417973

REGISTERED PROPRIETOR:

(FIRST SCHEDULE)

CORY AARON VESPESCU REBECCA ANNE NEVES LEDO BOTH OF 13 CALDER WAY ATWELL WA 6164 AS JOINT TENANTS

Warning:

(T O537450) REGISTERED 28/10/2020

LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS:

(SECOND SCHEDULE)

O537451 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA REGISTERED 28/10/2020.

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-----END OF CERTIFICATE

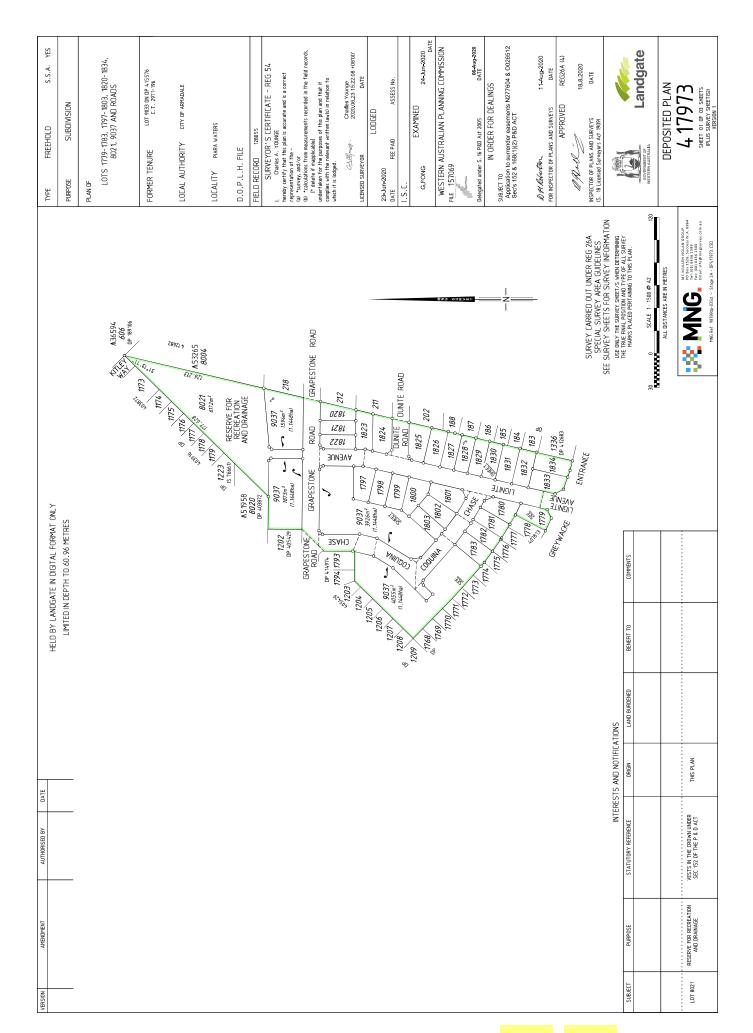
STATEMENTS:

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.

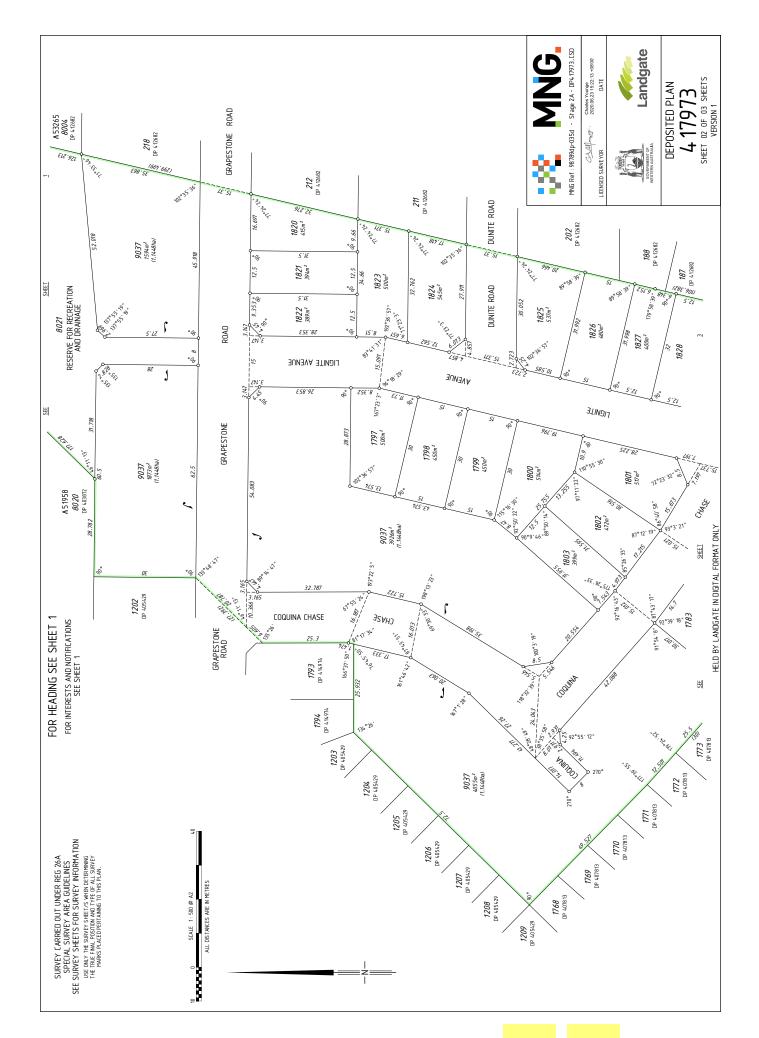
SKETCH OF LAND: DP417973 PREVIOUS TITLE: 2971-196

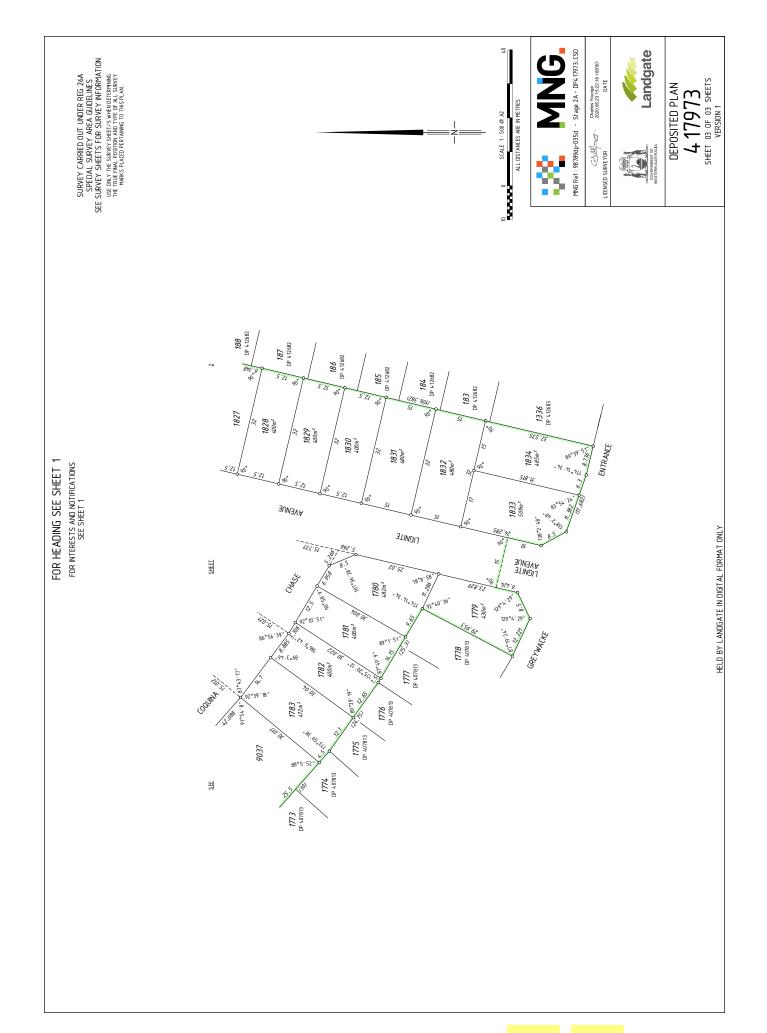
21 LIGNITE AV, PIARA WATERS. PROPERTY STREET ADDRESS:

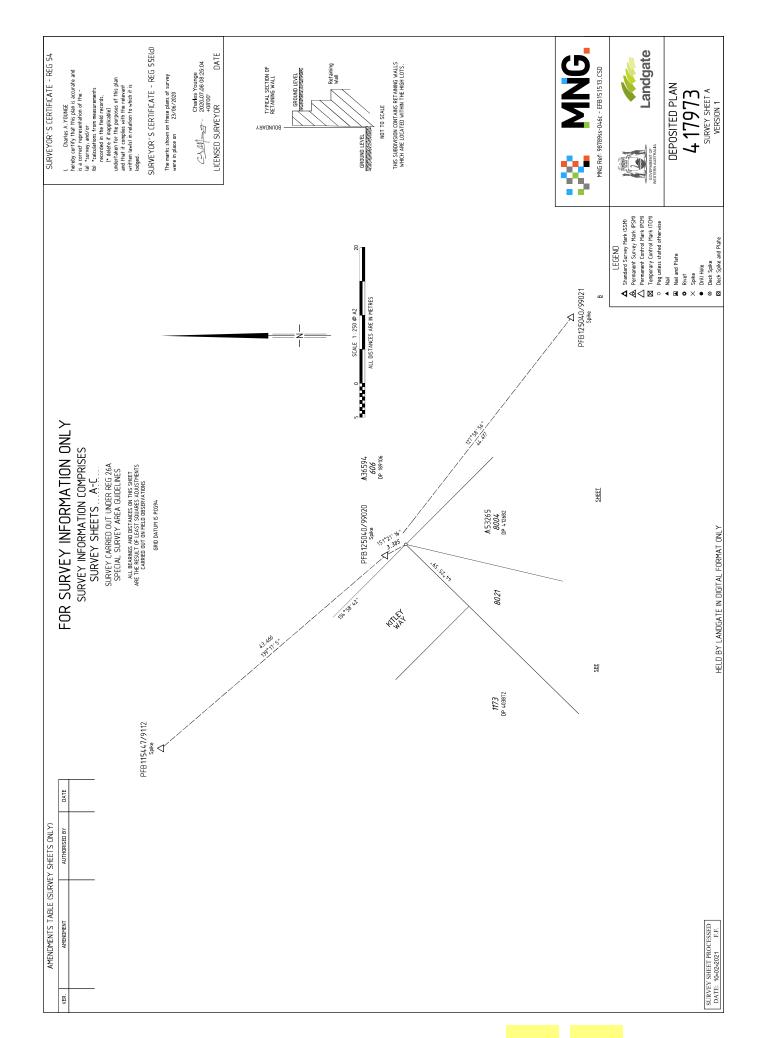
LOCAL GOVERNMENT AUTHORITY: CITY OF ARMADALE

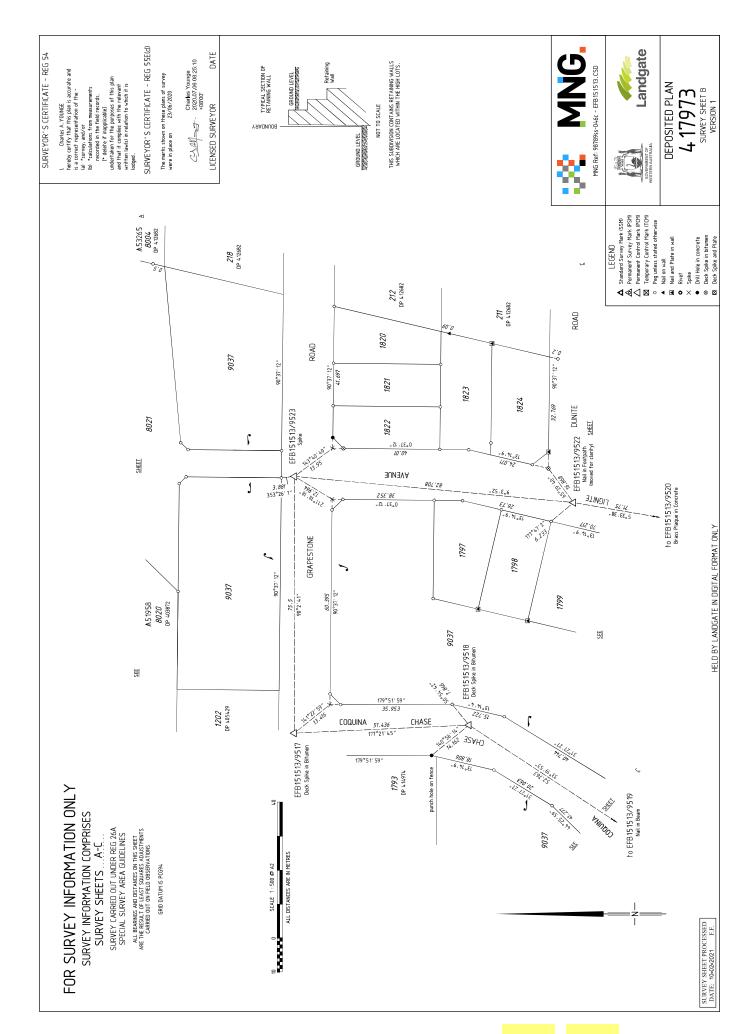


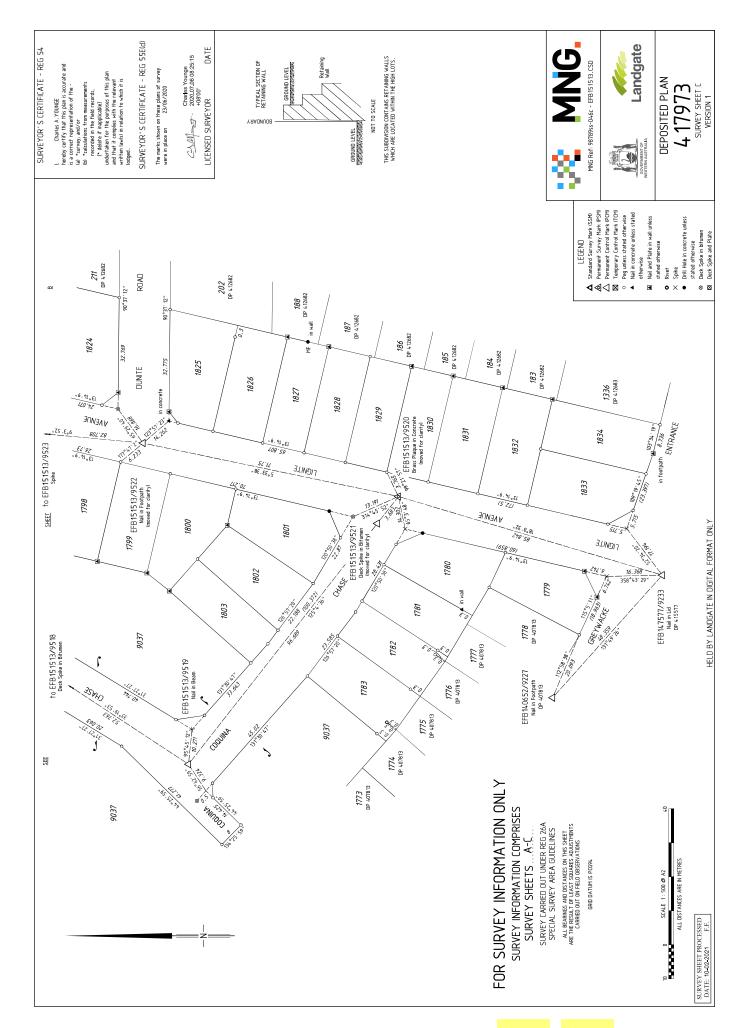












Deposited Plan 417973

Lot	Certificate of Title	Lot Status	Part Lot
1779	2987/198	Registered	
1780	2987/199	Registered	
1781	2987/200	Registered	
1782	2987/201	Registered	
1783	2987/202	Registered	
1797	2987/203	Registered	
1798	2987/204	Registered	
1799	2987/205	Registered	
1800	2987/206	Registered	
1801	2987/207	Registered	
1802	2987/208	Registered	
1803	2987/209	Registered	
1820	2987/210	Registered	
1821	2987/211	Registered	
1822	2987/212	Registered	
1823	2987/213	Registered	
1824	2987/214	Registered	
1825	2987/215	Registered	
1826	2987/216	Registered	
1827	2987/217	Registered	
1828	2987/218	Registered	
1829	2987/219	Registered	
1830	2987/220	Registered	
1831	2987/221	Registered	
1832	2987/222	Registered	
1833	2987/223	Registered	
1834	2987/224	Registered	
8021	LR3172/61	Registered	
9037	2987/225 (Cancelled)	Retired	
0	N/A	Retired	
0	N/A	Registered	
0	N/A	Retired	
0	N/A	Registered	
0	N/A	Registered	
0	N/A	Retired	
0	N/A	Registered	