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





WARNING - If t	cts must be lodged with the Office of State Revenue for duty assessment within two (2) mo the Buyer is not an Australian Citizen or Permanent Resident or a New Zealand Citizen then f	IRB annroval (and a special condition to	this Contract) may be required and
WARNING - A \	Itional Duty will be payable. Any non Australian resident will need to give the ATU notice of ' Withholding Amount may apply to this Contract (see 2022 General Condition 3.7). ST is relevant to this transaction then the relevant GST provision should be outlined in the Spec		
TO:	BJK Genesis Property Pty Ltd		
Address	6/160 Scarborough Beach Road		
Suburb	Mount Hawthorn	State WA	Postcode 6016
As Agent fo	r the Seller / Duyer		
Auuress			
Suhurh		State	Postcode
		State	
Auuress			
Suburb		State	Postcode
	Buver concents to Notices being served at	Jule	
		onerty") with vacant nossession	unless stated otherwise in
	Conditions at the Purchase Price on the terms set out in the Schedule, th		
Sole own	ner 🔄 Joint Tenants 🔄 Tenants in Common specify the undivide	ed shares	
The Drenert	SCHEDULE		
Address	11 Second Avenue		
Suburb	Woodbridge	State WA	Postcode 6056
Lot 138	Remains the figure of Strate (Binggroup / Plan 3387 Who	le / Part- Vol 2186	Folio 92
		to be paid withi	
-			
		е.	
Purchase Pr	ice		
e	.		
Property Ch	attels All fixed floor coverings, light fittings, window treatments and all	pool equipment as inspected a	and where
including	applicable.		
	GST WITHHOLDING		
		then the buyer is not required	lo make a payment unuer
3. If YES is t	ticked, then the 'GST Withholding Annexure' should be attached to this (Contract.	
	FINANCE CLAUSE IS APPLICABLE	FINANCE CLAUSE IS	NOTAPPLICABLE
WARNING - If the Buyer is not an Araditional Duty will be provided and the selection of the selection selection selection selection of the selection			
WARNING - If the Buyer is not an Australian Citizen or Permanent Resident oral will need warning - AWithholding Amount may apply to this Contract (see 2022 Genera Warning - AWithholding Amount may apply to this Contract (see 2022 Genera Warning - AWithholding Amount may apply to this Contract (see 2022 Genera Warning - AWithholding Amount may apply to this Contract (see 2022 Genera Warning - AWithholding Amount may apply to this Contract (see 2022 Genera Warning - AWithholding Amount may apply to this Contract (see 2022 Genera Warning - AWIthholding Amount May apply to this Contract (see 2022 Genera Warning - AWIthholding Amount May apply to this Contract (see 2022 Genera Warning - AWIthholding Amount May apply to this Contract (see 2022 Genera Warning - AWIthholding Amount May apply to this Contract (see 2022 Genera Warning - AWIthholding Amount May apply to this Contract (see 2022 Genera Warning - AWIthholding Amount May apply to this Contract (see 2022 Genera Warning - AWIthholding Amount May apply to the AWIthholding Amount May applicable. Suburb	E BROKER (NB. If blank, can be any)	Claustone of the Down if Figure	- Clause IC NOT and backle
LATEST TI	ME: 4pm on:	Signature of the Buyer if Financ	e clause is nui applicable
AMOUNT	DF LOAN:		
SIGNATUR	RE OF BUYER		
<u> </u>			

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

COPYRIGHT © REIWA 2025 | FORM 810 CONTRACT FOR SALE OF LAND OR STRATA TITLE BY OFFER AND ACCEPTANCE | 01/25 | Page 1 of 3

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





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: (a)
 - immediately after the Contract Date make a Finance Application to a (1) Lender or a Mortgage Broker using, if required by the Lender, the Property as security; and
 - (7)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 (b) 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: (c) (1) an Approval Notice if the Buyer obtains Finance Approval; or a Non Approval Notice if the Finance Application is rejected; (7)
 - 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;

14

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 1.5 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
 - If requested in writing by the Seller or Seller Agent the Buyer must: (a) advise the Seller or Seller Agent of the progress of the Finance (1)
 - 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
 - in the case of any Finance Application made to a Mortgage Broker, any "preliminary assessment" of the suitability of the proposed (ii) 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 (h) 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;
 - 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 (d) 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 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:
 - (1) they have made inquiries about the Buyer's requirements and (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. 2.
- 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. 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. 3
- 4

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. Notification: The buyer is aware of and accepts the electric gate mechanism for the rear lane way sliding gate is not in working order and will be sold in that condition.

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





		SPECIAL CON	IDITIONS - Continue	d	
	Fig				
YER	[If a corporation, then the Buye	r executes this Contr		_orporations Act.]	Date
ature		Date	Signature		Date
nature		Date	Signature		Date
IE SELLE	ER (FULL NAME AND ADDRE	 :ςς) λΓΓΕΡΤς the Bi			
			iyer s offer		
ame	Helen Marie Winterbottom				
ldress	11 Second Avenue				
ourb	Woodbridge			State WA	Postcode 6056
me					
ldress					
burb				State	Postcode
burb 1AIL: The	Seller consents to Notices being ser				Postcode
burb 1AIL: The a corpor	Seller consents to Notices being ser ration, then the Seller executes	this Contract pursua			
burb IAIL: The a corpor	-		nt to the Corporation		Date
burb 1AIL: The a corpor nature	-	this Contract pursua			
burb IAIL: The a corpor nature	ration, then the Seller executes	this Contract pursua	Signature Signature	is Act.]	Date
burb IAIL: The a corpor ^{nature}	ration, then the Seller executes	this Contract pursua	Signature Signature RECEIPT OF DOCU	JMENTS	Date Date
burb IAIL: The a corpor nature nature ECEIPT OI he Buyer a	F DOCUMENTS	this Contract pursua	Signature Signature RECEIPT OF DOCU	JMENTS ledges receipt of the followi	Date Date
burb IAIL: The a corpor hature Anture ECEIPT OI he Buyer a This offer	F DOCUMENTS cknowledges receipt of the following d	this Contract pursua	Signature Signature RECEIPT OF DOCU The Seller acknow 1. This offer and acc	JMENTS ledges receipt of the followi	Date Date Date ng documents: General Conditions
burb IAIL: The a corpor nature nature RECEIPT OI he Buyer a This offer . 2022 Gen	F DOCUMENTS Icknowledges receipt of the following d and acceptance 2. Strata disclosure & a	this Contract pursua	Signature Signature RECEIPT OF DOCU The Seller acknow 1. This offer and acc	JMENTS ledges receipt of the followi reptance 2. 2022	Date Date Date ng documents: General Conditions
burb IAIL: The a corpor nature nature RECEIPT OI he Buyer a This offer . 2022 Gen . Annexu	F DOCUMENTS Incknowledges receipt of the following d and acceptance 2. Strata disclosure & a eral Conditions 4. Certificate of T	this Contract pursua	Signature Signature RECEIPT OF DOCU The Seller acknow 1. This offer and acc	JMENTS ledges receipt of the followi reptance 2. 2022	Date Date Date Date Date Date Date Date
burb IAIL: The a corpor nature nature ECEIPT OI he Buyer a This offer 2022 Gen . Annexu	F DOCUMENTS icknowledges receipt of the following d and acceptance 2. Strata disclosure 6 a eral Conditions 4. Certificate of T re of changes to General Conditio	this Contract pursua	Signature Signature RECEIPT OF DOCU The Seller acknow 1. This offer and acc 3. Annexure of	JMENTS ledges receipt of the followi reptance 2. 2022 changes to General Co	Date Date Date Date Date Date Date Date
burb IAIL: The a corpor nature nature RECEIPT OI he Buyer a This offer . 2022 Gen . Annexu	F DOCUMENTS icknowledges receipt of the following d and acceptance 2. Strata disclosure 6 a eral Conditions 4. Certificate of T re of changes to General Conditio	this Contract pursua	Signature Signature RECEIPT OF DOCU The Seller acknow 1. This offer and acc 3. Annexure of	JMENTS ledges receipt of the followi reptance 2. 2022 changes to General Co	Date Date Date Date Date Date Date Date
burb IAIL: The a corpor nature RECEIPT OI The Buyer a This offer . 2022 Gen . Annexu ignature	F DOCUMENTS Icknowledges receipt of the following d and acceptance 2. Strata disclosure 6 a eral Conditions 4. Certificate of T re of changes to General Condition Signature	this Contract pursua	Signature Signature RECEIPT OF DOCU The Seller acknow 1. This offer and acc 3. Annexure of	JMENTS ledges receipt of the followi reptance 2. 2022 changes to General Co	Date Date Date Date Date Date Date Date
burb IAIL: The a COTPOT nature ECCEIPT OI he Buyer a This offer 2022 Gen Annexu gnature	F DOCUMENTS icknowledges receipt of the following d and acceptance 2. Strata disclosure 6 a eral Conditions 4. Certificate of T re of changes to General Condition Signature ANCER (Legal Practitioner/Set	this Contract pursua Date Date Cournents: Cournent: Cour	Signature Signature RECEIPT OF DOCU The Seller acknow 1. This offer and acc 3. Annexure of Signature Signature	JMENTS ledges receipt of the followi reptance 2. 2022 changes to General Co	ng documents: General Conditions nditions (form 198)
burb IAIL: The a corpor nature RECEIPT OI The Buyer a This offer 2022 Gen Annexu ignature CONVEY/ The Parti	F DOCUMENTS icknowledges receipt of the following d and acceptance 2. Strata disclosure 6 a eral Conditions 4. Certificate of T re of changes to General Condition Signature Signature	this Contract pursua Date Date Cournents: Cournent: Cour	Signature Signature RECEIPT OF DOCU The Seller acknow 1. This offer and acc 3. Annexure of Signature Signature	JMENTS ledges receipt of the followi reptance 2. 2022 changes to General Co	ng documents: General Conditions nditions (form 198)
AIL: The a COTPOR ature ature ECEIPT OI he Buyer a This offer 2022 Gen Annexu gnature ONVEY/ he Parti	F DOCUMENTS icknowledges receipt of the following d and acceptance 2. Strata disclosure 6 a eral Conditions 4. Certificate of T re of changes to General Condition Signature ANCER (Legal Practitioner/Set	this Contract pursua Date Date Cournents: Cournent: Cour	Signature Signature RECEIPT OF DOCU The Seller acknow 1. This offer and acc 3. Annexure of Signature Signature	JMENTS ledges receipt of the followi reptance 2. 2022 changes to General Co	ng documents: General Conditions nditions (form 198)
burb AIL: The a corpor lature ECEIPT OI he Buyer a This offer 2022 Gen Annexu gnature ONVEY/ he Parti epresen	F DOCUMENTS In the seller executes F DOCUMENTS In the seller executes F DOCUMENTS In the seller executes F DOCUMENTS In the seller executes In the seller executes F DOCUMENTS In the seller executes In the seller	this Contract pursua Date Date Cournents: Cournent: Cour	Signature Signature RECEIPT OF DOCU The Seller acknow This offer and acc 3. Annexure of Signature Signature ir behalf and consent	JMENTS ledges receipt of the followi reptance 2. 2022 changes to General Co	ng documents: General Conditions nditions (form 198)
burb IAIL: The a corpor hature ECEIPT OI he Buyer a This offer . 2022 Gen . Annexu gnature CONVEY/ he Parti Represen	F DOCUMENTS In the seller executes F DOCUMENTS In the seller executes F DOCUMENTS In the seller executes F DOCUMENTS In the seller executes In the seller executes F DOCUMENTS In the seller executes In the seller	this Contract pursua Date Date Cournents: Cournent: Cour	Signature Signature RECEIPT OF DOCU The Seller acknow This offer and acc 3. Annexure of Signature Signature ir behalf and consent	JMENTS ledges receipt of the followi reptance 2. 2022 changes to General Co	ng documents: General Conditions nditions (form 198)
burb IAIL: The a corpor nature RECEIPT OI he Buyer a This offer . 2022 Gen . Annexu Ignature CONVEY/ The Parti Represen	F DOCUMENTS In the seller executes F DOCUMENTS In the seller executes F DOCUMENTS In the seller executes F DOCUMENTS In the seller executes In the seller executes F DOCUMENTS In the seller executes In the seller	this Contract pursua Date Date Cournents: Cournent: Cour	Signature Signature RECEIPT OF DOCU The Seller acknow This offer and acc 3. Annexure of Signature Signature ir behalf and consent	JMENTS ledges receipt of the followi reptance 2. 2022 changes to General Co	ng documents: General Conditions nditions (form 198)
burb AIL: The a corpor nature RECEIPT OI The Buyer a . This offer . 2022 Gen . Annexu ignature CONVEY The Parti Represen Name	F DOCUMENTS In the seller executes F DOCUMENTS In the seller executes F DOCUMENTS In the seller executes F DOCUMENTS In the seller executes In the seller executes F DOCUMENTS In the seller executes In the seller	this Contract pursua Date Date Cournents: Cournent: Cour	Signature Signature RECEIPT OF DOCU The Seller acknow This offer and acc 3. Annexure of Signature Signature ir behalf and consent	JMENTS ledges receipt of the followi reptance 2. 2022 changes to General Co	ng documents: General Conditions nditions (form 198)
burb AIL: The a corpor nature RECEIPT OI The Buyer a . This offer . 2022 Gen . Annexu ignature CONVEY The Parti Represen Name	F DOCUMENTS In the seller executes F DOCUMENTS In the seller executes F DOCUMENTS In the seller executes F DOCUMENTS In the seller executes In the seller executes F DOCUMENTS In the seller executes In the seller	this Contract pursua Date Date Cournents: Cournent: Cour	Signature Signature RECEIPT OF DOCU The Seller acknow This offer and acc 3. Annexure of Signature Signature ir behalf and consent	JMENTS ledges receipt of the followi reptance 2. 2022 changes to General Co	ng documents: General Conditions nditions (form 198)
a corpor nature RECEIPT OI The Buyer a . This offer . 2022 Gen . Annexu ignature CONVEY/ The Parti	F DOCUMENTS In the seller executes F DOCUMENTS In the seller executes F DOCUMENTS In the seller executes F DOCUMENTS In the seller executes In the seller executes F DOCUMENTS In the seller executes In the seller	this Contract pursua Date Date Cournents: Cournent: Cour	Signature Signature RECEIPT OF DOCU The Seller acknow This offer and acc 3. Annexure of Signature Signature ir behalf and consent	JMENTS ledges receipt of the followi reptance 2. 2022 changes to General Co	ng documents: General Conditions nditions (form 198)





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 " <i>Duplicate Certificate of Title</i> "	Delete the definition of <i>"Duplicate Certificate of Title".</i>

Buyer

Signature		Signature	
Name		Name	Helen Marie Winterbottom
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

11 Second Avenue, Woodbridge WA 6056

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 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 by 4PM on: *complete (a) or (b)

(a*)	/	/		OR	(b*)	14 days after acceptance
------	---	---	--	----	------	--------------------------

- 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.
 If the Report identifies Major Structural Defects to the Property's Building, the Buyer may at any time but no later than 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 in writing 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) 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.
- 9. In this Annexure:

З.

- 9.1 "Builder" means a registered building service contractor (as defined in the *Building Services (Registration) Act 2011*WA) qualified 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 2. If nothing is inserted in clause 2 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 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 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 2022 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





("Date")

ANNEXURE B

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

11 Second Avenue, Woodbridge WA 6056

 The Buyer may at their expense obtain a non-invasive written Report on any Timber Pest Activity or Damage 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.

This Annexure does not apply to: (a) any Activity or Damage outside the Building; (b) any comments in the Report about conditions conducive to or susceptibility to Timber Pests; or (c) recommendations for further investigations.

2. The E	Buyer must serve a copy o	of the Report on the Seller,	, Seller Agent or Selle	er Representative by 4PN	1 on: *complete (a) or (b)
----------	---------------------------	------------------------------	-------------------------	--------------------------	----------------------------

(a*)	OR (b*)	14 days after acceptance
------	----------------	--------------------------

- 3. If the Buyer, and Seller, Seller Agent 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 Activity on, or Damage to, the Building, the Buyer may at any time within three (3) Business Days after the Date serve a Timber Pest Notice on the Seller, Seller Agent or Seller Representative giving the Seller Five (5) Business Days to agree to Eradicate and/or Repair.
- 5. If the Seller elects in writing to Eradicate and/or Repair pursuant to the Timber Pest 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 in relation to Repair or a Consultant in relation to Eradication or, the later of them if both are required and (b) the Settlement Date.
- 6. The Seller must do the Work expeditiously and in a good and workmanlike manner through (a) a Builder to Repair or (b) a Consultant to Eradicate, and provide evidence to the Buyer of completion of the Work.
- 7. If, prior to the Seller commencing the Work, the Seller and Buyer wish to agree and do agree an amount to be paid by the Seller to the Buyer then that 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 in writing to Eradicate and/or Repair within Five (5) Business Days from when the Timber Pest Notice was served on the Seller, Seller Agent or Seller Representative then
 - (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.
- 9. In this Annexure:
- 9.1 "Activity" means evidence of the presence of current Timber Pests.
- 9.2 "Builder" means a registered building service contractor (as defined in the *Building Services (Registration) Act 2011*WA) qualified to remedy the matters set out in the Major Structural Defects Notice.
- 9.3 "Consultant" means an independent inspector qualified and experienced in undertaking, pre-purchase property inspections pursuant to the Standard and Eradication.
- 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 inserted in clause 2 then the Date will be Five (5) Business Days from the later of:(i) the Contract Date; or (ii) the Latest Time for Finance Approval (if any).
- 9.6 "Eradicate" and "Eradication" mean the treatment necessary to eradicate Activity affecting the Building.
- 9.7 "Repair" means the Work necessary to repair any Damage.
- 9.8 "Report" means a report performed in accordance with the Standard by a Consultant at the Property.
- 9.9 "Standard" means Australian Standard AS 4349.3-2010 (as amended from time to time) Inspection of buildings Timber Pest Inspections.
- 9.10 "Timber Pests" means subterranean and dampwood termites, borers of seasoned timber and wood decay fungi as defined in the Standard.
- 9.11 "Timber Pest Notice" means a Notice in writing from the Buyer to the Seller to provide the Seller with the opportunity to agree to Eradicate and/or Repair that the Buyer requires pursuant to the Report.
- 9.12 "Work" means the work required to Repair pursuant to the Timber Pest Notice.
- 9.13 Words not defined in this Annexure have the same meaning as defined in the Standard or the 2022 General Conditions.

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

WESTERN



Folio 92

RECORD OF CERTIFICATE OF TITLE

AUSTRALIA

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.

Barobeth

REGISTRAR OF TITLES

LAND DESCRIPTION:

LOT 138 ON PLAN 3387

REGISTERED PROPRIETOR: (FIRST SCHEDULE)

HELEN MARIE WINTERBOTTOM OF 11 SECOND AVENUE WOODBRIDGE WA 6056 (T Q002944) REGISTERED 24/5/2024

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

EASEMENT BENEFIT - SEE PLAN 3387 (SHEET 2) AND SECTION 167A TLA. 1.

Warning: 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.

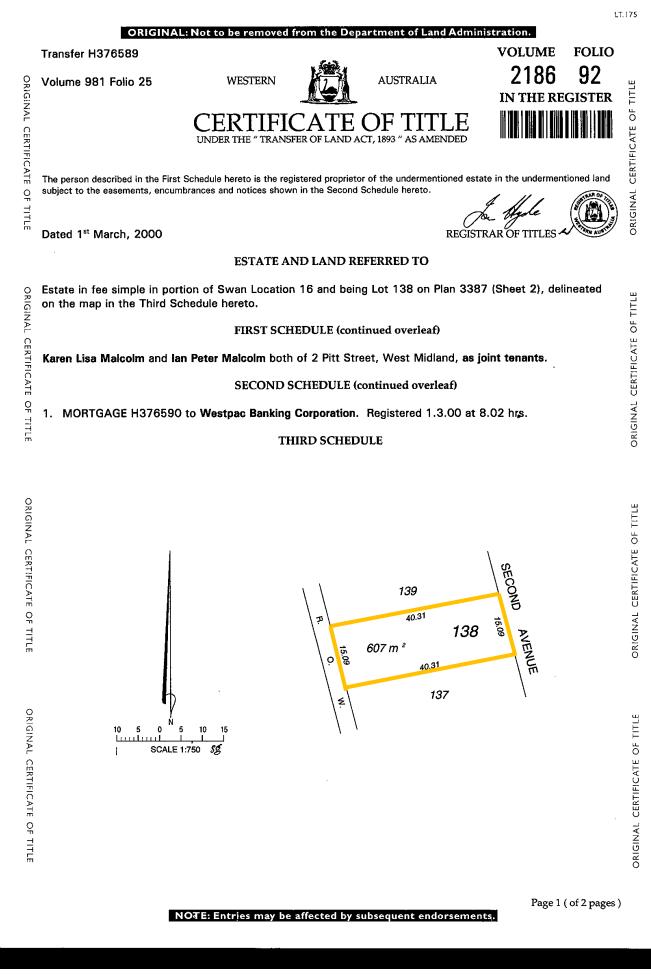
------END OF CERTIFICATE OF TITLE------

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: 2186-92 (138/P3387) 981-25 11 SECOND AV, WOODBRIDGE. CITY OF SWAN





りついて

D

D

Derse

14 Landgate www.landgate.wa.gov.au

	VOLUME FOLIO 2186 92 IN THE REGISTER	& INTTAL	Page 2 (of 2 nages)
	SEAL & INITIAL	or LODGED	Dace 2 (
!	LIME	IBEK	
	RECISTERED	CANCELLATION	
	WBER		
RSEMENTS	INSTRUMENT NATURE NU	SEAL & INITIAL	
NT ENDO	NAT	III	
subsequei		or LODGED	
ILE (continued) NOTE : ENTRIES MAY BE AFFECTED BY SUBSEQUENT ENDORSEMENTS	PARTICULARS	SECOND SCHEDULE (continued)	
FIRST SCHEDULE (continued)		SECOND SCHEL	

Superseded - Copy for Sketch Only



Plan 3387

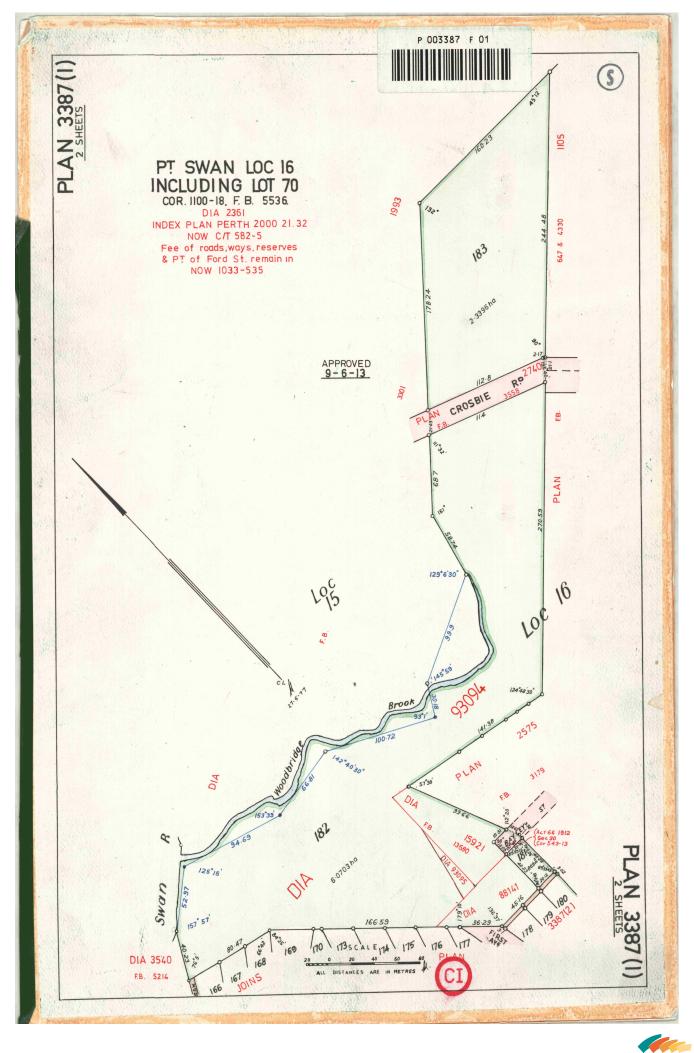
Lot	Certificate of Title	Lot Status	Part Lot
0	N/A	Retired	
50	1033/535 (Cancelled)	Registered	
50	2978/102	Registered	
51	1799/293	Registered	
79	908/47	Registered	
80	1092/123	Registered	
81	1090/839	Registered	
82	SP5358	Strata'd	
83	727/47	Registered	
84	1981/185	Registered	
85	1904/865	Registered	
86	1416/106	Registered	
87	2070/810	Registered	
88	33/95A	Registered	
89	692/48	Registered	
90	1433/142	Registered	
91	1421/70	Registered	
92	1235/183	Registered	
93	2173/861	Registered	
94	2173/861	Registered	
95	1674/361	Registered	
96	936/57	Registered	
97	1030/953	Registered	
98	1015/45	Registered	
120	1009/364	Registered	
121	1036/565	Registered	
122	1090/472	Registered	
123	1086/707	Registered	
124	936/58	Registered	
125	498/25A	Registered	
126	1503/987	Registered	
127	1503/986	Registered	
128	1519/41	Registered	
129	1736/562	Registered	
130	2069/96	Registered	
131	2087/568	Registered	
132	1969/1000	Registered	
133	1081/217	Registered	
134	1731/929	Registered	
135	1887/323	Registered	
136	1925/583	Registered	
137	981/24	Registered	
138	2186/92	Registered	
139	2013/868	Registered	
140	1940/868	Registered	



Plan 3387

Lot	Certificate of Title	Lot Status	Part Lot	
141	1014/745	Registered		
142	1061/535	Registered		
143	954/6	Registered		
144	2186/669	Registered		
145	1012/666	Registered		
146	1038/433	Registered		
147	1848/536	Registered		
148	293/143A	Registered		
149	293/143A	Registered		
150	293/143A	Registered		
151	293/143A	Registered		
152	293/143A	Registered		
153	293/143A	Registered		
154	293/143A	Registered		
155	293/143A	Registered		
156	1100/4	Registered		
157	293/143A	Registered		
158	293/143A	Registered		
166	SP7930 (Cancelled)	Retired		
166	2844/366 (Cancelled)	Retired		
167	1230/189	Registered		
168	1741/401	Registered		
169	N/A	Retired	Yes	
170	1041/566	Registered		
173	1085/457	Registered		
174	2016/595 (Cancelled)	Retired		
175	1689/133	Registered		
178	1008/674	Registered		
179	1008/674	Registered		
180	1655/747	Registered		
181	1000/878	Registered		
183	1142/552	Registered		
186	293/143A	Registered		



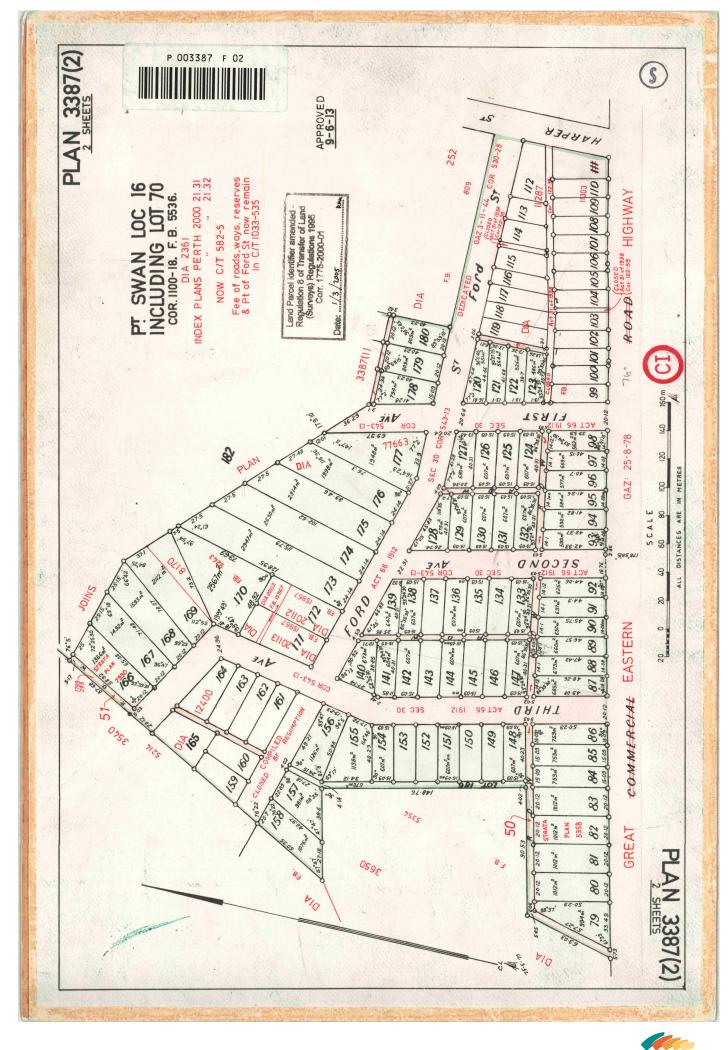


¹⁴ Landgate www.landgate.wa.gov.au

		Correction of the second se				
PLAN 3387 (I) Certificates of Title Lot No. Certificates of Title						
		Lot No.	Certificates of Title			
181	1000 - 878					
182	1142-552		• • • • • • • • • • • • • • • • • • •			
183						
- 100	1/42-552					
		1.12.18				
		19. 19. j.				
11 - 24 E.						
		** .				
		ار بر از				
				1 - 2		
			2			
49359/2/69-				1		
- All Color and	and the second	the second second		-ESPIS		

LANDGATE COPY OF ORIGINAL NOT TO SCALE 04/06/2025 09:46 AM Request number: 68285514





LANDGATE COPY OF ORIGINAL NOT TO SCALE 04/06/2025 09:46 AM Request number: 68285514

¹⁴ Landgate www.landgate.wa.gov.au

	area a su tra	2. Classic strategies and strategies and strategies	
PLAN 3387(2)	LaN		7
Lot No. Certificates of Title	Lot No.	Certificates of Title	
79 908-47	130	913-73	- Cratha
	131	936-59	
80 1092-123	132	680-35, 1969-1000	1
8 1 1090-839	133	1081-217	
82 1092-776 STRATA PLAN 5358	134	589-102,1731-929,	
83 727-47	135	916-124, 1887-323	
0.1	126	700 24 1916-582	
C - Partie	137	769-34, 1925-583	
0.0	190	981-24	124
0.77	138	981-25	
1017-449, 1930-222	139	981-26	
<u>33-95A</u>	140	1026-439, 1940-868	
692-48	14	1014-745	
1433-142	142	1061-535	
9 421-70	143	954-6	
0.0	144	104B-120	
93 774-53	145	1040-120	
0/	110	10/2-666	
94 774-53 95 680-36, 1674-36/	140	1038-433	-
680-36, 1674-361	+46	1014-765, 1848 - 536	-
936-57	140	293-143A	
977 1030-953 98 1015-45	149		
9 1015-45	150	293-143A	
9.9	151	293-143A	
s 100	152	293- 143A	
101	153		
100	154	<u>293 - 143A</u>	-
100	124	293- 143A	
	155	293-143A	-
104	156	1100-4	
105	157	293-1434	
106	158	293-143A	
	159	- 24 B	a sector
108	160		-
100	161	1011-282	
110	161 162	1011-202	1943
111 BR/2000	163	1	-
117 REVESTED	101		- And
L L L	164	1049-59	1
	165		-
114	166	1230-188 , STRATA PLAN 7930	1.1.1.1
115	167	1230-189	
116	168	1106-476,1741-401	
117	169	1017-963(PT), 1041-566(PT)	
118	170		
119	171	1041-566	
120	- L L .*	768-80	
101 1009-364	172	1000-761	
121 1036-565	173	1085-457	1200
122 1090-472	174	//86-73/	1. 1. 1.
123 1086-707	175	1/75-773, 1689-133	the for
124 036-50	176	1003-974, 564-160A(2sh), 1740-390	
125 498-25A 126 660-155,1503-987 793-3,1503-986	177	1003-974; -564-160 A (±sh), 1740-390	-
128 500-155 1502-007	178		
	179	1008-674	10 M
	100	1008-674	1.1.2.
920-64,1519-41	18.0	1002-129,1655-747	1
129 1020-288, 1736-562	180	293- 143A	-0.2
49359/2/69- 0	and the second se		a farmanta
			£ 45
the second se	- Alexan		



LANDGATE COPY OF ORIGINAL NOT TO SCALE 04/06/2025 09:46 AM Request number: 68285514