

ACKNOWLEDGEMENT BY ALL PARTIES

For the property ("**Property**") at _____

This form is to be acknowledged by each party intending to enter into a contract to purchase the **Property** and has been signed prior to contracting to purchase the above-mentioned Property.

DISCLOSURE OF INTEREST

By signing this Acknowledgment, all signatories agree and acknowledge that The Agency ("the Agent") is a wholly-owned subsidiary of The Agency Group Pty Ltd ACN 093 805 675 ("The Agency Group") and that the Agent may have recommended the services of other companies or businesses that may also be related to The Agency Group, or may have preferred supplier arrangements with The Agency Group (or its subsidiaries) and that the Agent may receive a direct or indirect financial benefit from the recommendation to those related or preferred suppliers.

The Buyer and Seller understand that they are not under any obligation to use any referred supplier but if they choose to do so, that they are aware of the potential benefit the Agent may receive. The following businesses are wholly owned subsidiaries of The Agency Group:

- The Agency
- Landmark Settlements Australia
- Sell Lease Property
- The Agency Property Management
- Mortgage and Finance Solutions Australia
- Right Move

The following businesses are not part of The Agency Group, but the Sales Representative may consider the following, as preferred suppliers or regularly referred to:

Realty Assist Pty Ltd

The Parties consent to the information in this contract being used/disclosed by the sales representative, the Agent and related subsidiary companies or listed suppliers in accordance with the privacy collection notices as per the Privacy Act 1988 (Cth).

INVESTIGATION BY THE BUYER

This part is to be acknowledged and signed by the Buyer/s prior to making any offer to purchase the **Property**. Before entering negotiations with the Seller to purchase the Property:

- I/ We as Buyer(s) understand that viewing the property in person is prudent and highly advisable. However, should I/ we not have conducted an 'in person' viewing before making an offer, any and all risk associated with not doing so, will lay solely with me/us and I/We will not make any claim against the Agent or The Agency Group.
- I/ We as Buyer(s) have conducted our own enquiries, and are satisfied with our own enquiries, in relation to the Property, the suburb that the Property is located in, and the surroundings of the Property which include, but are not limited to traffic conditions, Air traffic movement, railway, public services, or venues that have the potential to impact the enjoyment or use of the Property intended to purchase.
- The decision to purchase the Property has not been based on advertising material or information provided by the selling agency, the Agent or The Agency Group but rather on our own investigations of the property.
- I/ We acknowledge the contents of this form and have signed this form prior to making a formal offer to purchase the Property.

THE BUYER/S (if Buyer is a corporation, they execute this Agreement pursuant to the Corporations Act 2001 Cth)

BUYER

Buyer/s Signature

Date

Buyer/s Signature

Date

THE SELLER/S (if Seller is a corporation, they execute this Agreement pursuant to the Corporations Act 2001 Cth)

SELLER

Seller/s Signature

Date

Seller/s Signature

Date

CONTRACT FOR THE SALE OF LAND OR STRATA TITLED PROPERTY

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 Australia Citizen or Permanent Resident or a New Zealand Citizen, then FIRB approval (and a special condition to the Contract) may be required. **WARNING:** If the Purchase Price is \$750,000 or more, Withholding Tax may apply to the Contract (see 2022 General Condition 3.7).

Property Partner _____ As the Agent for the Seller' /Buyer

Buyer/s (Full Name) _____

Buyer's Address _____
(Number, Street, Suburb, Postcode, Country)

Buyer's Email _____
The Buyer/s consent to Notices being served at this email address

THE BUYER IS PURCHASING AS ☐ **SOLE OWNER** ☐ **JOINT TENANT** ☐ **TENANTS IN COMMON** (specify undivided holdings) _____ the Land and Property Chattels set out in the Land Description below ("The Property") with **VACANT POSSESSION** unless stated otherwise in the Special Conditions, at the Purchase Price.

LAND DESCRIPTION

Address of the Property to be Sold ("Property") _____
(Number, Street, Suburb, Postcode, Country)

Lot _____ Deposited/Diagram/Survey Strata/Plan No. _____ Volume _____ Folio _____

A DEPOSIT OF ('Deposit') \$ _____ of which \$ _____ is paid now, and \$ _____ to be paid within _____ days after acceptance, to be held by;

☐ **Move Property Solutions Pty Ltd T/as The Agency Trust Account ('The Agent') OR** ☐ _____
 ('Deposit Holder') ('Deposit Holder')

Deposits are processed via our payment partner Realty Assist and held in our Trust Account. The balance of the Purchase Price is to be paid on the Settlement Date.

PURCHASE PRICE \$ _____

(Unless otherwise provided, any GST payable is included in the Purchase Price. Note: Any counteroffer changes must be initialled by all parties)

SETTLEMENT DATE _____

Property Chattels Including Fixed Floor Coverings, Window Treatments, Light Fittings _____

BUYER AND SELLER DECLARATION

BUYER/S

1. Are any of the person/s (Individual, Corporations or Trusts) buying the property classified as a Foreign Buyer?
☐ **YES*** ☐ **NO** ☐ **UNSURE*** (*If Unsure or Yes – use Foreign Buyer Duty and FIRB Annexure)

SELLER/S

1. Are any of the Seller/s classified as Foreign Seller/s? ☐ **YES*** ☐ **NO**

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**CONTRACT IS SUBJECT TO FINANCE**

☐ Finance Clause **IS** Applicable

Lender ☐ **MORTGAGE AND FINANCE SOLUTIONS**

☐ _____

Latest Time (AWST) 4pm on _____
(Finance Date)

Amount of Loan _____

Buyer/s Signature _____

FINANCE IS NOT REQUIRED

☐ Finance Clause **IS NOT** Applicable

Signature of the Buyer/s if Finance Clause **IS NOT** applicable

Buyer/s Signature _____

BUYER/S INITIAL

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SELLER/S INITIAL

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SPECIAL CONDITIONS

Buyer/s Initials The Buyer acknowledges receiving a copy of the Certificate of Title and accepts that the property is sold subject to: Seller/s Initials

Encumbrances _____

The following annexures form part of this Contract:

Signatures: Buyer/s	_____	Date	_____	Seller/s	_____	Date	_____
Signatures: Buyer/s	_____	Date	_____	Seller/s	_____	Date	_____
Signatures: Buyer/s	_____	Date	_____	Seller/s	_____	Date	_____
Signatures: Buyer/s	_____	Date	_____	Seller/s	_____	Date	_____

CONTRACT FOR THE SALE OF LAND OR STRATA CONDITIONS – SUBJECT TO FINANCE

This Clause shall not apply if the Buyer has signed that the Finance clause is not applicable.

- 1.1 This Contract is subject to and conditional upon the Lender approving in writing a loan to the Buyer for the Finance Amount (a loan approved for an amount higher than the Finance Amount will be deemed to include the Finance Amount), on terms and conditions satisfactory to the Buyer, acting reasonably, for the purchase of the Property by the Finance Date (or such extended date as may be agreed).
- 1.2 In complying with this clause 1, the Buyer MUST promptly, after acceptance of this Contract by the Seller, make or cause to be made, an application to the Lender for a loan in the Finance Amount and take all reasonable steps to obtain the approval by the Finance Date.
- 1.3 For the purposes of clause 1.1 the Lender does not need to be the lender nominated in the Finance Clause, but it must be a Financial Institution and that approving lender's standard terms and conditions in relation to loans for residential house and land together with any additional conditions contained in the Buyer's application for finance will be deemed as "terms and conditions satisfactory to the Buyer".
- 1.4 The Buyer must give an Approval Notice or Non-Approval Notice to the Seller or Seller Agent immediately upon approval or rejection of the Finance Application and in any case, not later than the Finance Date
- 1.5 If the Buyer provides an Approval Notice, the provisions of this clause will have been satisfied.
- 1.6 If the Buyer provides a Non-Approval Notice, the provisions of this clause will not have been satisfied and the Contract will immediately come to an end.
- 1.7 If the Buyer does not give an Approval Notice or Non-Approval Notice to the Seller in accordance with clause 1.4 by 4.00pm on the Finance Date the Seller may, by written notice, terminate this Contract at any time prior to receiving an Approval Notice or Non-Approval Notice.
- 1.8 If the Seller does not terminate the Contract in accordance with clause 1.7, the Contract will be in full force and effect, until the Buyer provides a Non-Approval Notice.
- 1.9 This Contract is not terminated until notice is given in writing in accordance with either clause 1.4 or 1.7.
- 1.10 Subject to clause 1.16, If this Contract is terminated:
 - a) the Deposit and any other money paid by the Buyer, must be returned to the Buyer;
 - b) the parties obligations under the Contract shall cease, and neither party will have any further obligation to the other party;
 - c) neither party will have any claim or action against the other party for breach of this Contract, except for clause 1.2; and
 - d) the provisions of clauses 23 and 24 of the General Conditions shall not apply to the termination.
- 1.11 Should the Buyer not obtain Finance Approval by the Finance Date and then subsequently obtains Finance Approval and notifies the Seller prior to the Seller giving notice to terminate this Contract in accordance with clause 1.7, then the Buyer will have complied with the requirement to obtain a loan in the Finance Amount and this Contract will be in full force and effect.
- 1.12 The Buyer MUST, if required by the Seller, provide details of compliance with clause 1.2 which include but are not limited to:
 - a) providing the Seller or Seller Agent with an update in writing of the progress of the Finance Application;
 - b) providing the Seller or the Seller Agent with evidence in writing that the Buyer has made a Finance Application;
 - c) providing the Seller or the Seller Agent with copies of any loan offers or rejections received;
 - d) if the Buyer is being assisted by a Mortgage Broker, any assessments provided by the Mortgage Broker including any "preliminary assessments" provided to the Buyer under

section 116 of the Credit Protection Act (Cth).

- 1.13 If the Buyer rejects a loan offer, it must provide the Seller or the Seller Agent with reasons for not accepting the loan offer.
- 1.14 If the Buyer does not comply with a request made under clause 1.12 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 1.12
- 1.15 The Buyer may waive its rights under this clause 1 at any point, and the Contract will then be in full force and effect.
- 1.16 If the Buyer:
 - a) fails to comply with clauses 1.2, 1.12 or 1.13; or
 - b) rejects a loan offer for reasons that the Seller does not consider reasonable, the Seller will be entitled to retain the Deposit paid by the Buyer. For the avoidance of doubt, this clause applies even if a Non-Approval Notice is provided, or the Contract is terminated by the Seller in accordance with clause 1.7

Definitions in this Clause 1:

Approval Notice: means a Notice in writing given by the Buyer, the Lender or the Mortgage Broker to the Seller, or Seller Agent to the effect that Finance Approval has been obtained.

Finance Amount: means the amount specified in the Contract, or any lesser amount acceptable to the Buyer.

Finance Application: means an application made by or on behalf of the Buyer to the Lender to lend the amount of the loan, or to a Mortgage Broker to facilitate an application to the Lender.

Finance Approval: means a written approval by the Lender of the Finance Application or a written offer to lend or a written notification of an intention to offer to lend made by the Lender;

- a) For the Finance Amount;
- b) Which is unconditional or subject to any terms and conditions imposed by the Lender.

Latest Time: means

- a) The time and date referred to in the Contract – Subject to Finance Clause.
- b) If no date is nominated in the Contract, then 15 Business Days after the Contract Date.

Lender: means

- a) The lender nominated in the Subject to Finance Clause or
- b) if no lender is nominated in the Subject to Finance Clause, then, any bank, building society, credit union or other institution which makes loans and in each case is carrying on business in Australia.

Mortgage Broker: means a holder of an Australian Credit License pursuant to section 35 of the Credit Protection Act (Cth) or a credit representative pursuant to sections 64 or 65 of that legislation.

Non- Approval Notice: means

- a) a notice in writing from the Lender or a Mortgage Broker to the Seller, or Seller Agent advising that Finance Approval has not been obtained; or
 - b) a notice in writing from a Mortgage Broker to the Seller or Seller Agent, advising that:
 - c) they have made inquiries about the Buyer's requirements and objectives under this Contract;
 - d) they have conducted a 'preliminary assessment' pursuant to sections 116 and 117 of the Credit Protection Act (Cth) in relation to the Finance Application; and
 - e) they have assessed the proposed credit contract as being unsuitable for the Buyer.
2. Communicating Offers to Client: The Real Estate & Business Agents and Sales Representatives Code of Conduct 2016 stipulates that when acting for a client an agent or sales representative MUST communicate each offer to the client as soon as practicable after the offer is made. 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 are incorporated into this Contract so far as they are not varied by or inconsistent with the Conditions or Special Conditions of this Contract.

ACCEPTANCE BY THE PARTIES

BUYER

THE BUYER/S (if Buyer is a corporation, they execute this Agreement pursuant to the Corporations Act 2001 Cth)

 Buyer/s Signature Date Buyer/s Signature Date

SELLER

THE SELLER/S (Full name and address) ACCEPTS THE BUYER'S OFFER (if Seller is a corporation, they execute this Agreement pursuant to the Corporations Act 2001 Cth)

Seller/s Full Name(s)

Seller/s Email: The Seller consents to notices being served to this address

 Seller/s Signature Date Seller/s Signature Date

RECEIPT

THE BUYER acknowledges receipt of the following documents:

1. This contract
2. 2022 General Conditions
3. Form 804 and its attachments (if strata lot)
4. Other: _____

Buyer Signature _____

Buyer Signature _____

THE SELLER acknowledges receipt of the following documents:

1. This contract
2. 2022 General Conditions
3. Other: _____

Seller Signature _____

Seller Signature _____

CONVEYANCER

THE PARTIES nominate their representative named below to act on their behalf and consent to notices being served to that Representative's email address.

☐ Buyer's Representative Name: LANDMARK SETTLEMENTS☐ Seller's Representative Name: LANDMARK SETTLEMENTS☐ _____

Buyer Signature _____ Seller Signature _____

Buyer Signature _____ Seller Signature _____

Buyer Signature _____ Seller Signature _____

Buyer Signature _____ Seller Signature _____

AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR MAJOR STRUCTURAL DEFECTS

ANNEXURE _____

This Annexure forms part of the Contract of Sale ("Contract")

PROPERTY

(Number, street, suburb, postcode)

NOTE: THIS ANNEXURE ONLY APPLIES TO, AND IS LIMITED TO, MAJOR STRUCTURAL DEFECTS PURSUANT TO THE STANDARD AND NOT TO OTHER DEFECTS, MAINTENANCE OR OTHER SAFETY ISSUES.

- This contract is subject to and conditional upon the Buyer obtaining at their expense a written report in accordance with Australian Standard AS 4349.1-2007 a Pre-Purchase structural inspection. This report is to identify Major Structural Defects (if any) of the residential building. The report MUST be completed by a Western Australian registered builder or qualified engineer for the main residential building only detailing the existence of any Major Structural Defects.
- The Buyer must serve a copy of the report on the Seller or Sellers' agent by 4PM on ("Due Date") *complete (a) or (b):
(a) ____ / ____ / ____ OR (b) _____
- If the Seller and/or Seller's Agent do not receive a copy of the Report by the Due Date, then the Buyer will be deemed to have waived the benefit of this condition. Time is of the essence.
- If the Report discloses Major Structural Defects to the main residential building of the Property, the Buyer may at any time within 3 Business Days after the Due Date, serve a Notice on the Seller or the Sellers' Agent, setting out the Major Structural Defects that it would like remedied ("Defects Notice") and giving the Seller 3 Business Days to agree to remedy the Major Structural Defects, as outlined in the Defects Notice.
- Within 3 Business Days of the Buyers "Defects Notice" being served on the Seller, the Seller may either:
 - Terminate this contract by written notice to the Buyer, upon which the deposit and all other moneys paid by the Buyer must be refunded to the Buyer, OR
 - If the Seller elects in writing to remedy the Major Structural Defects, set out in the Defects Notice, then Settlement will be delayed until the later of the Settlement Date and the date being 3 Business Days after the Seller has procured the completion of the remedial works.
- If the Seller does not provide either of the Notices in clause 5 within the specified period, then the Buyer may terminate this Contract within 10 days of the date of the Buyer's Defects Notice. If neither party terminates this contract under clauses 5 or 6, then this condition is deemed to have been satisfied and will no longer apply to this Contract.
- If the Seller provides the Notice under clause 5(b), the Seller must procure the completion of the remedial works in a prompt and workmanlike manner through a qualified and licensed tradesperson and provide evidence to the Buyer of completion of the works and any warranties if applicable.
- If, prior to the Seller commencing work, the Seller and Buyer agree in writing to an amount to be paid by the Seller to the Buyer in lieu of the work, to remedy the Major Structural Defects set out in the Defects Notice, then the amount will be credited to the Buyer from the Purchase Price at Settlement and the Seller will not undertake the work.
- In this condition:
 - "Standard" means Australian Standard AS 4349.1-2007
 - "Major Structural Defects" means any defects as defined in Appendix A of the Standard.

BUYER

Buyer/s Signature

Date

Buyer/s Signature

Date

SELLER

Seller/s Signature

Date

Seller/s Signature

Date

TIMBER PEST PRE-PURCHASE INSPECTION**ANNEXURE _____**

This Annexure forms part of the Contract of Sale ("Contract")

PROPERTY

(Number, street, suburb, postcode)

1. This contract is subject to and conditional upon the Buyer obtaining at their expense a non-invasive written Report in accordance with Australian Standard AS 4349.3 - Inspection Buildings - Timber Pest Inspections on any Timber Pest Activity or Damage of the residential building. The report MUST be completed by a licensed and suitably qualified inspector.
2. The Buyer must serve a copy of the Report on the Seller or Seller's Agent by 4.00 pm on or _____
If the Seller or the Sellers' Agent, do not receive the Report by the Due Date above then the Buyer will be deemed to have waived the benefit of this condition. Time is of the essence.
This annexure does not apply to;
 - (a) any activity or damage outside the residential dwelling
 - (b) any comments about conditions conducive to or susceptibility to Timber Pests or,
 - (c) recommendations for further investigations.
3. If the report disclosed Timber Pest Activity on or Damage to the residential dwelling of the Property, the Buyer may at any time within (3) Business Days after the Due Date serve a Timber Pest Notice on the Seller or Sellers' agent, setting out the Timber Pest Activity or Damage that it would like remedied ("Timber Pest Notice") and giving the Seller 3 Business Days to agree to remedy the Timber Pest Activity or Damage as outlined in the "Timber Pest Notice".
4. Within 3 Business Days of the Buyers Timber Pest Notice being served on the Seller, the Seller may either;
 - (a) Terminate this contract by written Notice to the Buyer, upon which the deposit and all other moneys paid by the Buyer must be refunded to the Buyer; OR
 - (b) If the Seller elects in writing to remedy the Timber Pest Activity or Damage set out in the "Timber Pest Notice", then Settlement will be delayed until the later of the Settlement Date and the date being 3 Business Days after the Seller has procured the completion of works as set out in the "Timber Pest Notice".
5. If the Seller does not provide either of the "Notices" as outlined in Clause 3 within the specified period, then the Buyer may terminate this Contract within 10 days of the date of the Buyer's Timber Pest Notice. If neither party terminates this contract under clauses 3 or 4, then this condition is deemed to have been satisfied and will no longer apply to this contract.
6. If the Seller provides the Notice under clause 4(b), the Seller must procure the eradication and or completion of any remedial works in a prompt and workmanlike manner through a licensed Pest Consultant and or qualified tradespersons and provide evidence to the Buyer of completion of the works and any warranties if applicable.
7. If, prior to the Seller commencing the work, the Seller and Buyer agree in writing to an amount to be paid by the Seller to the Buyer in lieu of the work to eradicate and repair as set out in the Timber Pest Notice, then the amount will be credited to the Buyer from the Purchase Price at Settlement and the Seller will not undertake the work.

BUYER_____
Buyer/s Signature_____
Date_____
Buyer/s Signature_____
Date**SELLER**_____
Seller/s Signature_____
Date_____
Seller/s Signature_____
Date

WORKING ORDER

Annexure _____

This Annexure forms part of the Contract of Sale ("Contract")

Property:

(number, street, suburb, postcode)

The Seller warrants that all gas, electrical and plumbing fixtures and fittings (commensurate with age and fair wear and tear) will be in working order at the Buyer's pre-settlement inspection.

The Buyer is aware and accepts that the following items will not be in good working order and will remain as is at settlement:

Gas oven and stove igniters

BUYER

Buyer/s signature

SELLER

Seller/s signature

RESET FORM