

CONTRACT FOR SALE OF LAND OR STRATA TITLE BY OFFER AND ACCEPTANCE

FOR USE BY NON-MEMBERS OF REIWA

07/18 810P

APPROVED BY

THE REAL ESTATE INSTITUTE
OF WESTERN AUSTRALIA (INC.)
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	Party of the Contract				
NOTICE: Contracts must be lodged with the Office of State Revenue for duty assessment within two (2) mont	NOTICE: Contracts must be lodged with the Office of State Revenue for duty assessment within two (2) months of the date the last person signs the Contract.				
WARNING - If the Buyer is not an Australian Citizen or Permanent Resident or a New Zealand Citizen then FI	RB approval (and a special condition to this Contract) may be required.				
WARNING - If the Purchase Price is \$750,000 or more a Withholding Payment may apply to this Contract (see 2018 General Condition 3.7).					
WARNING - If GST is relevant to this transaction then the relevant GST provision should be outlined in the Sp	pecial Conditions or an attached GST Annexure.				
THE BUYER (FULL NAME AND ADDRESS)					
EMAIL: The Buyer consents to Notices being served at DFFERS TO PURCHASE (as joint tenants/tenants in common specifying the undivided shares) tracant possession unless stated otherwise in the Special Conditions at the Purchase Price on the	he Land and Property Chattels set out in the Schedule ("the Property") with				
SCHEDULE					
The Property at:	folumeFolio				
A deposit of \$of which \$is paid now and \$	days of acceptance				
o be held by "Deposit Holder"). The balance of the Purchase Price to be paid on the Settlement Date.					
Purchase Price					
Settlement Date					
Purchase Price Settlement Date	i idential land as defined in the GST Act? YES \(\square\) NO \(\square\)				
Concept Chattels including 1. Is this contract concerning the taxable supply of new residential premises or potential res 2. If NO is ticked or no box is ticked (in which case the answer is deemed to be NO) then the the Taxation Administration Act 1953 (Cth).	i idential land as defined in the GST Act? YES \(\square\) NO \(\square\)				
Gettlement Date	idential land as defined in the GST Act? YES NO Buyer is not required to make a payment under section 14-250 of				
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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

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.

- Buyer's Obligation to Apply for Finance and Give Notice to the Seller
 - The Buyer must:
 - (1) immediately after the Contract Date make a Finance Application to the Lender using, if required by the Lender, the Property as security; and
 - 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 under 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:
 - 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) written Finance Approval has not been obtained or the Finance Application has been rejected;

- the Buyer gives a Non Approval Notice to the Seller or Seller Agent.
- 1.3 No Finance Approval by the Latest Time: No Notice Given

If by the Latest Time:

- the Buyer has not given an Approval Notice to the Seller or Seller Agent; and
- the Buyer has not given a Non Approval Notice to the Seller or Seller Agent;

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

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; and
- (b) the Buyer has given an Approval Notice 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: Seller's Right to Terminate

If by the Latest Time the Buyer has not given an Approval Notice or a Non Approval Notice 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
 - if applicable, advise the Seller or Seller Agent of the reasons for the Buyer not accepting
- 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 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 2018 General Conditions do not apply to the right to terminate; upon termination the Deposit and any other monies paid by the Buyer must be repaid to the
- (c) Buver:
- upon termination neither Party will have any action or claim against the other for breach of this (d) 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

In this Clause

Amount of Loan means either the amount referred to in the Schedule or any lesser amount of finance referred to in the Finance Application. 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 Notice in writing given by the Buyer or the Lender to the Seller, or Seller Agent to the effect that Finance Approval has been obtained

Finance Application means an application made by or on behalf of the Buyer to the Lender to lend any monies payable under the Contract.

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; and
- for the Amount of Loan; and
- 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 (1) 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:
 - an acceptable valuation of any property;
 - attaining a particular loan to value ratio;
 - 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:

- the lender nominated in the Schedule; or
- if no lender is nominated in the Schedule, any bank, building society, credit union or other

institution which makes loans and in each case carries on business in Australia.

Non Approval Notice means a Notice in writing given by the Buyer or the Lender to the Seller, or Seller Agent to the effect that the Finance Application has been rejected or Finance Approval has not

Acceptance of this offer will be sufficiently communicated to the Buyer if verbal or written notification is given by the Seller or Seller's Agent to the Buyer that the acceptance has been signed by the Seller. The 2018 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.

BUYER [If a corporation, then the Buyer ex	xecutes this Contract pursuant to the	Corporations Act.]		
Signature	Date	Signature	Date	
Signature	Date	Signature	Date	
THE SELLER (FULL NAME, ADDRESS)	ACCEPTS the Buyer's offer			
EMAIL: The Seller consents to Notices beir	ng served at			
If a corporation, then the Seller executes t	his Contract pursuant to the Corpora	tions Act.]		
Signature	Date	Signature	Date	
Signature	Date	Signature	Date	
RECEIPT OF DOCUMENTS The Buyer acknowledges receipt of the following documents: 1. This offer and acceptance 2. Form 28 and its attachments (if a strata lot) 3. 2018 General Conditions 4.		RECEIPT OF DOCUMENTS The Seller acknowledges receipt of the following documents: 1. This offer and acceptance 2. 2018 General Conditions 3.		
Cignoture	Signature	Signature	Signature	

CONVEYANCER The Parties appoint their Representative below to act on their behalf and consent to Notices being served on that Representative's email address.			
	BUYER'S REPRESENTATIVE	SELLER'S REPRESENTATIVE	
Name			
Signature			

