

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



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WHITE HOUSE
PROPERTY PARTNERS

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 FIRB approval (and a special condition to this Contract) may be required and additional Duty will be payable. Any non Australian resident will need to give the ATO notice of their purchase within 30 days after settlement.
WARNING - If the Purchase Price is \$750,000 or more, a Withholding Amount **may** apply to this Contract (see 2022 General Condition 3.7).
WARNING - If GST is relevant to this transaction then the relevant GST provision should be outlined in the Special Conditions or an attached GST Annexure.

TO:

Street:

Suburb: State: Postcode:

Phone: Email:

As Agent for the Seller / ~~Buyer~~

THE BUYER

Name

Address

Suburb State Postcode

Name

Address

Suburb State Postcode

EMAIL: The Buyer consents to Notices being served at:

OFFERS TO PURCHASE the Land and Property Chattels set out in the Schedule ("Property") with vacant possession unless stated otherwise in the Special Conditions at the Purchase Price on the terms set out in the Schedule, the Conditions and Special Conditions as:

Sole owner Joint Tenants Tenants in Common specify the undivided shares

SCHEDULE

The **Property** at:

Address:

Suburb: State: Postcode:

Lot Deposited / Survey / Strata / Diagram / Plan Whole / Part Vol Folio

A **Deposit** of \$ of which \$ is paid now and \$ to be paid within days of acceptance to be held by

("the Deposit Holder"). The balance of the Purchase Price to be paid on the Settlement Date.

Purchase Price

Settlement Date

Property Chattels including

GST

GST is **APPLICABLE** to this Contract. See Special Conditions or attached GST Annexure (which forms part of this Contract) **OR** GST is **NOT** applicable to this Contract

FINANCE CLAUSE IS APPLICABLE

LENDER/

MORTGAGE BROKER (NB. If blank, can be any Lender)

LATEST TIME: 4pm on:

AMOUNT OF LOAN:

SIGNATURE OF BUYER

FINANCE CLAUSE IS NOT APPLICABLE

Signature of the Buyer if Finance Clause IS NOT applicable

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

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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

- (a) The Buyer must:
- (1) immediately after the Contract Date make a Finance Application to a Lender or a Mortgage Broker using, if required by the Lender, the Property as security; and
 - (2) use all best endeavours in good faith to obtain Finance Approval.
- (b) 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.
- (c) The Buyer must immediately give to the Seller or Seller Agent:
- (1) an Approval Notice if the Buyer obtains Finance Approval; or
 - (2) a Non Approval Notice if the Finance Application is rejected;
- 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;

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.

1.4 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.

1.5 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.

1.6 Buyer Must Keep Seller Informed: Evidence

- (a) If requested in writing by the Seller or Seller Agent the Buyer must:
- (1) advise the Seller or Seller Agent of the progress of the Finance 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
 - (ii) 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.
- (b) 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).

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;
- (b) Clauses 23 and 24 of the 2022 General Conditions do not apply to the right to terminate;
- (c) upon termination the Deposit and any other monies paid by the Buyer must be repaid to the Buyer;
- (d) upon termination neither Party will have any action or claim against the other for breach of this Contract, except for a breach of Clause 1.1 by the Buyer.

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 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* (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
- (b) 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;
- (b) which is unconditional or subject to terms and conditions:
 - (1) which are the Lender's usual terms and conditions for finance of a nature similar to that applied for by the Buyer; or
 - (2) 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
 - (3) 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:

- (a) the time and date referred to in the Schedule; or
- (b) 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:

- (a) 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
- (b) 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;
 - (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.

2. 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.
4. 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/S ARE AWARE THAT THE GST ANNEXURE FORMS PART OF THIS CONTRACT.

2. ANNEXURE 'B' FORMS PART OF THIS CONTRACT - THE BUYER/S ACKNOWLEDGE THAT THE PROPERTY IS ON THE CITY OF FREMANTLE'S MUNICIPAL HERITAGE INVENTORY.

2. ANNEXURE 'C' FORMS PART OF THIS CONTRACT - THE BUYER/S ARE AWARE THERE IS A COMMERCIAL LEASE IN PLACE UNTIL 31/12/2025.

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WHITE HOUSE
PROPERTY PARTNERS

SPECIAL CONDITIONS - Continued

BUYER [If a corporation, then the Buyer executes this Contract pursuant to the Corporations Act.]

Signature	Date	Signature	Date
Signature	Date	Signature	Date

THE SELLER (FULL NAME AND ADDRESS) ACCEPTS the Buyer's offer

Name

Address

Suburb **State** **Postcode**

Name

Address

Suburb **State** **Postcode**

EMAIL: The Seller consents to Notices being served at:

[If a corporation, then the Seller executes this Contract pursuant to the Corporations 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. Strata disclosure & attachments (if strata)
3. 2022 General Conditions	4. CoT, GST Annexure, Annexure B,C

Signature	Signature
-----------	-----------

RECEIPT OF DOCUMENTS

The Seller acknowledges receipt of the following documents:

1. This offer and acceptance	2. 2022 General Conditions
3. CoT, GST Annexure, Annexure B,C	

Signature	Signature
-----------	-----------

CONVEYANCER (Legal Practitioner/Settlement Agent)

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	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Signature	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

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GST ANNEXURE

This annexure is a special condition to the Contract for the Sale of Land or Strata Title by Offer and Acceptance for the property at:

UNIT 4, 56 PAKENHAM STREET, FREMANTLE WA 6160

**The Seller represents that the Seller will be registered for GST at Settlement
Only one choice is to be selected and signed. The other three (3) choices should be deleted.**

Choice 1 ~~Full GST (GST Included in the Purchase Price)~~

- ~~(a) The Seller and Buyer agree that the Purchase Price is inclusive of GST.~~
- ~~(b) The Seller will at Settlement provide a Tax Invoice to the Buyer.~~

Seller	
Buyer	

Choice 2 ~~Going Concern~~

- (a) The Seller and Buyer agree that the sale of the Property in this Contract is the supply of a Going Concern and is GST free.
- (b) The Seller agrees that it will carry on and conduct the enterprise as a Going Concern until the date that Settlement of this Contract actually occurs.
- (c) The Seller agrees to supply at Settlement all the things required for the continued operation of the enterprise as a Going Concern.
- (d) The Seller and the Buyer agree that the supply is GST-free and the Purchase Price is exclusive of GST.
- (e) If for any reason this sale is not accepted by the Commissioner of Taxation as GST-free, for the supply of a going concern then:
 - (i) the Buyer agrees to pay to the Seller, the amount of the GST, within 30 days after the Seller's liability for GST on this sale is confirmed by the Commissioner of Taxation;
 - (ii) the Seller will give to the Buyer, a Tax Invoice.
- (f) The Buyer represents that at Settlement the Buyer will be registered for GST.

Further for the purposes of Stamp Duty assessment the Seller and Buyer state:

- 1) To the best of our knowledge and belief, GST is not payable on the transaction the subject of the instrument.
- 2) A ruling has not been obtained or sought from the Australian Taxation Office on the transaction.
- 3) The basis on which it is claimed that no GST is payable is that the transaction meets the requirements of a going concern under the GST Act and GST Ruling 2002/5 in that the Seller supplies to the Buyer all of the things that are necessary for the continued operation of an enterprise; and the Seller carries on, or will carry on, the enterprise until the day of the supply (whether or not as part of a larger enterprise carried on by the supplier).
- 4) The Buyer and the Seller declare that the conditions or requirements specified in the GST Act have been or will be met.

Seller	
Buyer	

Choice 3 ~~Margin Scheme~~

- ~~(a) The Buyer and Seller agree that the Margin Scheme applies to this transaction.~~
- ~~(b) The Seller's GST liability on the sale of the Property has been calculated using the Margin Scheme.~~
- ~~(c) The Buyer will not receive a Tax Invoice.~~

Seller	
Buyer	

Choice 4 ~~Full GST (GST payable in addition to the Purchase Price)~~

- ~~(a) GST applies to this transaction and clause 10.3 of the 2022 General Conditions apply to this Contract. The Seller and Buyer agree that the Purchase Price does not include GST. The Buyer must pay GST on the Purchase Price to the Seller at Settlement.~~

Seller	
Buyer	

ANNEXURE (**B**)

LEASE

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

UNIT 4, 56 PAKENHAM STREET, FREMANTLE WA 6160

The Buyer acknowledges and agrees that the Property is sold subject to a lease made between the Seller

and

on the following terms and conditions:

(a) term ;

(b) option of renewal ;

(c) rent ;

(d) other relevant terms and conditions:

Buyer(s)

Seller(s)

Date

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

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Seller

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____


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ANNEXURE 'B'

[Print this record](#) | [New search](#)

WAREHOUSE, 56 PAKENHAM STREET

AUTHOR **City of Fremantle**PLACE NUMBER **22570**

LOCATION

56 Pakenham St Fremantle

LOCATION DETAILS

LOCAL GOVERNMENT **Fremantle** REGION **Metropolitan**

CONSTRUCTION DATE

Constructed from 1877, Constructed from 1886

DEMOLITION YEAR

N/A

Statutory Heritage Listings

TYPE	STATUS	DATE	DOCUMENTS	MORE INFORMATION
Heritage List	YES	28 Sep 2011		

Heritage Council Decisions and Deliberations

TYPE	STATUS	DATE	DOCUMENTS
(no listings)			

Other Heritage Listings and Surveys

TYPE	STATUS	DATE	GRADING/MANAGEMENT		MORE INFORMATION
			CATEGORY	DESCRIPTION	
Municipal Inventory	Adopted	28 Sep 2011	Level 2	more	

Statement of Significance [more](#)

The place is of historic significance as an example of a commercial building in the Old Port City of Fremantle dating from the gold boom period in the late nineteenth and early twentieth century. The place is significant because, when viewed from the street, it is a substantially

Physical Description [more](#)

Single storey rendered and truncated corner facade and two storey attached apartments behind, with a zero setback from the pavement. The façade windows are timber double sash and multi paned to the top sash; there is a simple parapet with engaged low pilasters.

History [more](#)

First buildings erected 1877 were warehouses etc owned by W D Moore. It was a lolly factory from 1883 to 1912. It was then occupied by C H Fielding, Woolbrokers, followed by Westralian Farmers from 1924 for a Skin and Hide store.

Condition [more](#)

Good.

Other Keywords

This place was adopted onto the Fremantle MHI and the Heritage List by the decision of Council on 28/09/2011.

[show categories](#)
Creation Date **06 May 2002**Last Update **28 Feb 2020** Publish place record online (inHerit): **Approved**
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Last Updated: 23 Apr 2021 (ver 1.3.5.109)

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