



NATALIE RANN SETTLEMENTS

166 Casuarina Road, CASUARINA WA 6167 (BY APPOINTMENT ONLY)
Tel: (08) 9439 6669 Mob: 0417 904 707 email: natalie@rannsettlements.com.au

14 February 2023

Our ref: 2022/0500

The Director
ASC Custodian Pty Ltd
8 Chimneys Retreat
ERSKINE WA 6210

Dear Antonio

RE: SALE OF 46 BROOKLYN ROAD, BALDIVIS

Further to sale of the above property, we enclose the following documents:-

- Our amended Settlement Statement showing the balance due to you to settle your sale.

Please ensure you return all signed documentation back to this office as soon as possible, as this will delay settlement.

Please ensure you contact your bank to arrange the signed Discharge Authority as soon as possible, as this will delay your settlement. Please ensure you email a signed copy to this office.

The proposed Settlement Date is 17 March 2023.

Should you have any queries regarding this matter please do not hesitate to contact me.

Yours faithfully
NATALIE RANN SETTLEMENTS

NATALIE MARIE RANN
natalie@rannsettlements.com.au



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AMENDED STATEMENT

SALE OF 46 BROOKLYN ROAD, BALDIVIS
ASC CUSTODIAN PTY LTD

	Debit	Credit
Sale Price		447,000.00
Agents Selling Fee	8,940.00	
Agents Advertising Cost	900.00	
Costs & Disbursements (see attached Tax Invoice)	1,289.00	
ADJUSTMENT OF RATES/TAXES AS AT 17-03-2023		
Water Corp 2022/2023, monies held in trust pending receipt of rates.	200.00	
Water Consumption - Held in Trust	350.00	
Rockingham City Council 2022/2023, monies held in trust pending receipt of rates.	500.00	
Land Tax 2022/2023 , monies held in trust pending receipt of rates.	350.00	
Balance due to you at settlement	434,471.00	
E & O E	<u>\$447,000.00</u>	<u>\$447,000.00</u>



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The Director
ASC Custodian Pty Ltd
8 Chimneys Retreat
ERSKINE WA 6210

TAX INVOICE (ABN: 74998514563)

**SALE OF 46 BROOKLYN ROAD, BALDIVIS
ASC CUSTODIAN PTY LTD**

Description	Price	GST	Total
Our Professional Fee	750.00	75.00	825.00 ✓
PEXA Fee	123.97	0.00	123.97 ✓
Government, Statutory & Other Charges			
Landgate Title Document Search Fee	49.35	4.94	54.29
Company Search	59.22	5.92	65.14
Bank Cheque Fees	30.00	3.00	33.00
Discharge of Mortgage Registration Fee	187.60	0.00	187.60
Service Amount	\$1,200.14	\$ 88.86	\$1,289.00
TOTAL INCLUDING GST \$1,289.00			



LICENSED REAL ESTATE SETTLEMENT AGENT
Licensee: Natalie Rann Settlements (WA) Pty Ltd
ACN 655 409 199
ATF Rann Family Trust
ABN 13 512 738 183

Contract for Sale of Land or Strata Title by offer and acceptance



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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 Australian Citizen or Permanent Resident or a New Zealand Citizen then FIRB approval (and a special condition to this Contract) may be required.
WARNING - If the Purchase Price is \$750,000 or more a Withholding Tax 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 in an attached GST Annexure, which forms part of this Contract.

TO: **Southern Gateway**
REAL ESTATE
Suite 5, 40 Meares Avenue,
Kwinana Town Centre WA 6167
T: 08 9439 3622
All correspondence to be sent to:
PO Box 527, Kwinana Town Centre WA 6966
www.southerngateway.com.au
Licensee: ESG Realty Pty Ltd
ACN 607 754 709 ABN 31 607 754 709
Trading as Southern Gateway Real Estate
Licensed Real Estate and Business Agent

As Agent for the Seller / Buyer

THE BUYER

Name: Aidan Ronald James Thorn
Address: 50 Tribute Vista
Suburb: Baldvies State: WA Postcode: 6171
Name: _____
Address: _____
Suburb: _____ State: _____ Postcode: _____

EMAIL: The Buyer consents to Notices being served at: aiden-419@hotmail.com

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: 16 Brooklyn Road
Suburb: Baldvies 6171 State: _____ Postcode: _____
Lot: 351 Deposited/Survey/Strata/Diagram/Plan: P405420 Whole/Part Vol: 2882 Folio: 573
A deposit of \$ 6000 of which \$ NIL is paid now and \$ 6000 to be paid within 7 days of acceptance
to be held by Southern Gateway Trust ("the Deposit Holder"). The balance of the Purchase Price to be paid on the settlement date [Signature]
Purchase Price: \$ 445,000 AT ~~\$458,000~~ ~~\$445,000~~ ~~\$449,000~~ \$447,000 [Signature]

Settlement Date The buyer is aware there is a tenant lease in place until the 25/11/22 and accepts this. Vacant possession is required at settlement. Settlement is on or before 35 days of written finance approval.

Property Chattels including All window treatments, floor covers, light fittings
as inspected on 21/10/22

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 IS APPLICABLE

FINANCE CLAUSE IS NOT APPLICABLE

LENDER: NAB
(NB. If blank, can be any Lender)
LATEST TIME: 4pm on: within 28 days of acceptance
AMOUNT OF LOAN: _____
SIGNATURE OF BUYER: [Signature]

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.

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: Seller's 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:
 - (i) which are the Lender's usual terms and conditions for finance of a nature similar to that applied for by the Buyer; or
 - (ii) 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
 - (iii) 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:
 - (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

5. Disclosure

Southern Gateway Real Estate has a business relationship with Borromei Willis Settlements due to referral of business in which two of the directors of Southern Gateway Real Estate have a financial interest. Southern Gateway Real Estate receives no reward from any referral.

6. Annexure A AT [Signature]

7. Annexure B AT [Signature]

8. Multiple offers AT [Signature]

[Signature]

CONTRACT FOR SALE OF LAND OR STRATA TITLE by offer and acceptance



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SPECIAL CONDITIONS - Continued

Multiple horizontal dotted lines for entering special conditions.

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

Signature		Date	19-Oct-2022	Signature		Date	
Signature		Date		Signature		Date	

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

Name HSC Custodian PTY LTD
Address 8 Chimneys Retreat
Suburb Erskine **State** WA **Postcode** 6210

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	23-Oct-2022	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.

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

RECEIPT OF DOCUMENTS

The Seller acknowledges receipt of the following documents:

1. This offer and acceptance
2. 2022 General Conditions
- 3.

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		
Signature		

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Southern Gateway

REAL ESTATE

Annexure A to Contract for the Sale of Land by Offer & Acceptance

dated 19/10/2022

Seller : ASC Custodian PTY LTD

Buyer : Aidan Ronald James Thorn

Property : 46 Brooklyn Road Baldivis 6171

1. TIMBER PEST CLEARANCE CERTIFICATE This contract is conditional upon a timber pest inspection report being obtained no later than five (5) business days after written finance approval of this contract and will be, at the expense of the Buyer, from a licensed pest control operator certifying that an inspection to Australian Standards AS4349.3 Inspection Buildings – Timber Pest Inspection has been performed. The pest inspection is to be organised by the Buyer/ Real Estate Agent (PLEASE CHOOSE ONE) and the licensed pest control company chosen is If the report discloses live timber pests or damage to the Property's residential building, then the Buyer shall supply the Seller with a copy of the report. If the Seller at his own expense is unable or unwilling to eradicate, remedy or rectify such timber pest activity or damage, then the Buyer may at any time within (5..) days of such a report, give notice in writing terminating the contract whereupon the Contract shall be at an end and the Deposit and other monies paid pursuant to this contract shall be repaid to the Buyer. If the Buyer does not terminate the Contract within the time specified in this Clause, then the Buyer shall be deemed to have waived the benefit of this clause.

2. SELLER REPRESENTATION The Buyer in signing the contract acknowledges that they have done so of their own volition and have not relied on any representation made or implied by the Seller or the Seller's Agent except as stated in this addendum and therefore are responsible to make and rely on their own enquiries.

3. CONDITION OF PROPERTY The Buyer in signing the contract acknowledges that they are buying the property in the condition in which they inspected it on 21/10/22 with the exceptions of Clause 4 of this addendum &

4. SELLER REPRESENTATION

4.1 The Seller represents that all improvements to the land (including Dwelling, Patios, Sheds, Additions, etc are approved by local council except

4.2 The Seller will leave the property in a Reasonably Clean and Tidy condition and will remove all Vehicles, Rubbish and Chattels, other than Property Chattels sold to the Buyer under the Contract before Settlement.

5. TITLE The Buyer acknowledges they have sighted a copy of the Title and have received a copy of any Easements, Encumbrances etc as shown on the Title.

6. PLANT AND EQUIPMENT / FINAL INSPECTION The Seller represents that all electrical (includes solar systems), gas and plumbing plant and equipment shall be in good working order up to and including the Settlement Date, excluding the stove lighting mechanism and the following items

.....
The Seller will give the Buyer a reasonable opportunity to inspect these items within 7 days before the Settlement Date. If at the time of final inspection of the Property by the Buyer, any repairs are required to satisfy this condition Prior to the Settlement Date, the Seller shall, at their expense and in a proper workmanlike manner, carry out the required repairs; and If the Seller is unwilling or unable to attend to the repairs prior to the Settlement Date, the Seller authorises for the Buyer to obtain at least two quotes from reputable repairers for the seller to choose from, and then to deduct the quoted costs of those repairs from the balance of the Purchase Price payable at settlement.

Seller [Signature]

Date 23-Oct-2022

Seller _____

Date _____

Buyer [Signature]

Date 19-Oct-2022

Buyer _____

Date _____

AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR MAJOR STRUCTURAL DEFECTS



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ANNEXURE **B**

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

46 Brooklyn Road Baldiuis WA 6171

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 by 4PM on: (a*) / / *complete (a) or (b) OR (b*) **Within 10 days of written finance approval** ("Date") 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 before the Date.
- 3. 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.
- 4. If the Report identifies Major Structural Defects to the Property's Building, the Buyer may at any time within 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 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) the Buyer may at any time within a further five (5) Business Days after that period ends, 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 "Builder" means a builder registered in Western Australia with appropriate qualifications and using such other appropriately qualified persons, necessary 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 Structural Defects.
 - 9.3 "Date" means the date inserted or calculated in clause 1. If nothing is inserted in clause 1 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.
 - 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 2018 General Conditions.

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

Southern Gateway

REAL ESTATE

CONDITIONS FOR SALE OF PROPERTY – MULTIPLE OFFERS

I/We Aidan Ronald James Thoron do hereby declare that we have been informed by Sally Bulpitt of Southern Gateway Real Estate that our offer on 19/10/22 may/will be presented with other potential offers on the same said property.

It has been explained and we are duly aware that I/We should be placing our very best offer at this point as the seller/s shall be selecting one offer only and I/We will have no further opportunity to raise our offer or to receive a counter offer.

I/We fully understand that if one of the potential offers is better suited to the seller and is accepted, I/We will have no recourse on Southern Gateway Real Estate and this document will be used as evidence that it was stressed to us to submit my/our **highest and best offer**.

Seller  Date 23 Oct-2022

Seller _____ Date / /

Buyer  Date 19-Oct-2022

Buyer _____ Date / /