

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



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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 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.
WARNING - If the Purchase Price is \$750,000 or more, Withholding Tax 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 Special Conditions or an attached GST Annexure.

To: **SVN Commercial**

Street: **Level 10, 12 St Georges Terrace**

Suburb: **Perth** State: **WA** Postcode: **6000**

ABN: **72107254160** Email: **glilleyma@svn.com.au**

Phone: **94277955** Mobile: **0431834775** Fax: **9427 7999**

As Agent for the Seller / Buyer

THE BUYER

Name: **Ting Fook Yip and Foong Yee Too As Trustees for the Ting F. Yip and Foong Y. Too Self Managed Super Fund** *Superannuation*

Address: **2 Beard Elbow, Bayswater, WA, 6053**

EMAIL: The Buyer consents to Notices being served at: **tfyft@yahoo.com**

OFFERS TO PURCHASE (as joint tenants/tenants in common specifying the undivided shares) the Land and Property Chattels set out in the Schedule ("the 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 the Special Conditions.

SCHEDULE

The Property at:
Address: **Unit 4/788 Marshall Road**

Suburb: **Malaga** State: **WA** Postcode: **6090**

Lot **4** Deposited/Survey/Strata/Diagram/Plan **48164** Whole / Part Vol **2627** Folio **373**

A deposit of \$ **12,000.00** of which \$ **0** is paid now and \$ **12,000.00** to be paid within **3** days of acceptance to be held by **SVN Commercial Trust Account** ("the Deposit Holder"). The balance of the Purchase Price to be paid on the Settlement Date.

Purchase Price ~~\$320,000~~ **\$325,000**

Settlement Date **within 21 days of acceptance of this offer**

Property Chattels including **all electrical fittings, three phase power point on right hand side wall, hibay lights, all light fittings.**

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: _____
 (Not a bank can be any lender)
 LATEST TIME: _____
 AMOUNT OF LOAN: _____
 SIGNATURE OF BUYER: _____

FINANCE CLAUSE IS NOT APPLICABLE

Signature of the Buyer if Finance Clause IS NOT applicable

SPECIAL CONDITIONS

1. Forming part of this contract is the GST Annexure, Joint Form Strata Changes - Annexure A, Certificate of Title, Strata Plan, Unit Entitlement.
2. To be Purchased as a Going Concern: see Annexure B for Lease and Lease Information.

[Signatures of all parties]

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

- The Buyer must:
 - 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(b) 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.

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:

- written Finance Approval has not been obtained or the Finance Application has been rejected; and
- 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 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:

- Finance Approval has been obtained; and
- 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.

1.5 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.

1.6 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 obtaining an Approval Notice.
- 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).

17 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 Buyer;
 - upon termination neither Party will have any action or claim against the other for breach of this Contract, except for a breach of Clause 11 by the Buyer.

18 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.

19 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 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 (i) and (j) above includes:
 - an acceptable valuation of any property;
 - attaining a particular loan to value ratio;
 - the sale of another property; or
 - 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 been obtained.

- 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.
- 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.

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

Signature:	Date: 25/1/2022	Signature:	Date:
Signature:	Date: 25/1/22	Signature:	Date:

THE SELLER ACCEPTS the Buyer's offer

Name: Edoardo Bianchini, Giuseppe Lipari, Sandro Parlongo

Address: 150 Hayes Avenue, Dianella, WA, 6059

EMAIL: The Seller consents to Notices being served at: eurostonecontractors@gmail.com

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

Signature:	Date: 25/1/2022	Signature:	Date: 25-1-202
Signature:	Date: 25/1/2022	Signature:	Date:

RECEIPT OF DOCUMENTS
The Buyer acknowledges receipt of the following documents:

- This offer and acceptance
- Strata disclosure & attachments (if strata)
- 2018 General Conditions
-

Signature:

RECEIPT OF DOCUMENTS
The Seller acknowledges receipt of the following documents:

- This offer and acceptance
- 2018 General Conditions
-

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: ST JAMES CONVEYANCER	Name: Edoardo Bianchini, Giuseppe Lipari, Sandro Parlongo
Signature:	Signature:

WESTERN



AUSTRALIA

REGISTER NUMBER 4/SP48164	
DUPLICATE EDITION 1	DATE DUPLICATE ISSUED 3/7/2006

RECORD OF CERTIFICATE OF TITLE
 UNDER THE TRANSFER OF LAND ACT 1893 AND THE
 STRATA TITLES ACT OF 1985

VOLUME **2627** FOLIO **373**

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.



REGISTRAR OF TITLES

LAND DESCRIPTION:

LOT 4 ON STRATA PLAN 48164
 TOGETHER WITH A SHARE IN ANY COMMON PROPERTY AS SET OUT ON THE STRATA PLAN

REGISTERED PROPRIETOR:
 (FIRST SCHEDULE)

EDOARDO BIANCHINI
 GIUSEPPE LIPARI
 SANDRO PARLONCO
 ALL OF 150 HAYES AVENUE, DIANELLA
AS TENANTS IN COMMON IN EQUAL SHARES

(AF J788116) REGISTERED 15/6/2006

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

- INTERESTS NOTIFIED ON THE STRATA PLAN AND ANY AMENDMENTS TO LOTS OR COMMON PROPERTY NOTIFIED THEREON BY VIRTUE OF THE PROVISIONS OF THE STRATA TITLES ACT NO.33 OF 1985 AS AMENDED.
- J476319 MORTGAGE TO WESTPAC BANKING CORPORATION REGISTERED 19/10/2005.

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.
 * Any entries preceded by an asterisk may not appear on the current edition of the duplicate certificate of title.

-----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: SP48164
 PREVIOUS TITLE: 2130-736
 PROPERTY STREET ADDRESS: UNIT 4, 788 MARSHALL RD, MALAGA.
 LOCAL GOVERNMENT AUTHORITY: CITY OF SWAN

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 4/788 Marshall Road, Malaga

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 *[Signature]*

Buyer *[Signature]*

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 2010 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 _____



Certificate of Duty

Transfer - General Rate

Taxation Administration Act 2003
Section 49, Special Tax Return Arrangement

Certificate Number:	1037615450	Certificate Issue Date:	01-02-2022
Bundle ID	220326925	Client Reference:	2022/900M
Transaction Date:	25-01-2022		
Dutiable Value:	\$325,000.00		
Transfer Duty:	\$11,352.50		
Penalty Tax:	\$0.00		

Dutiable Transaction: Agreement To Transfer Dutiable Property

Description of Property

Land in WA: Lot 4, Strata 48164 Volume/Folio: 2627/373

Seller(s) / Transferor(s): PARLONGO, SANDRO
LIPARI, GIUSEPPE
BIANCHINI, EDOARDO

Buyer(s) / Transferee(s): TOO, FOONG YEE; and
YIP, TING FOOK as joint tenants