

# auCTION PARTICULARS AND CONDITIONS OF SALE OF FREEHOLD PROPERTY



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## AUCTION PARTICULARS AND CONDITIONS OF SALE OF FREEHOLD PROPERTY

SITUATED AT

1 Walker Street, South Fremantle

### TO BE OFFERED FOR SALE BY PUBLIC AUCTION

BY

Shellabears - 575 Stirling Hwy, Cottesloe

("Seller's Agent")

at 10:00 am / ~~pm~~ on the 24th day of April 20 21

at the Property/~~or~~

under instructions from

Heath Andrew Lindsay Jackson & Marian Kathleen Sutherland Morrissey

("Seller")

### PARTICULARS

#### 1. PROPERTY

Lot 25 on ~~Deposited/Survey/Strata/Diagram~~/Plan 1203 and

being the whole/~~part~~ of the land in Certificate of Title Volume 140 Folio 196 together with

all buildings and other fixed improvements erected upon the Land ("Property") together also with the following Chattels, being fixtures & fittings and plant & equipment including

Fixtures & Fittings, Window Treatments, Light Fittings

("Chattels")

#### 2. ENCUMBRANCES

The Property is sold subject to the following Specified Encumbrances rights or interests (registered or unregistered as indicated).

NIL

#### 3. ZONING AND PRESENT USE

The zoning of the Property is R25

and the present use is Residential

#### 4. LEASES

The Property is sold with vacant possession, unless the Leases (if any) are specified:

NIL

#### 5. SETTLEMENT DATE

The Settlement Date will be the 23 day of June 20 21

#### 6. DEPOSIT

The Deposit will be 5 percentage of the Purchase Price or \$ (whichever is completed)

#### 7. 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.

# auction particulars and conditions of sale of freehold property



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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 Amount 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 in an attached GST Annexure, which forms part of this Contract.

## GENERAL CONDITIONS OF AUCTION

1. The Property is offered for sale subject to a reserve price set by the Seller ("Reserve Price") and the highest bidder accepted by the Auctioneer will be the Buyer with the Auctioneer having the right to refuse any bid, which in the Auctioneer's opinion, is not in the best interests of the Seller.
2. A bidder will be the Buyer unless prior to the commencement of the bidding a written authority to bid for and on behalf of another entity has been obtained by the bidder.
3. The amount of the advance of each bid will be regulated by the Auctioneer and no person can retract their bid or advance a lesser sum than that which may be named or accepted by the Auctioneer.
4. The Seller reserves the following rights:
  - (a) to bid personally or by the Seller's Agent or the Auctioneer up to the Reserve Price by not more than ten (10) bids;
  - (b) without disclosing any Reserve Price, to withdraw the Property from sale at any time before it has been sold whether or not the sale has commenced.
5. If any dispute arises as to any bid, the Auctioneer may immediately either determine the dispute or resume the bidding at the stipulated last undisputed bid.
6. Immediately on the fall of the hammer, the Buyer must sign the Contract and pay to the Seller's Agent, the Deposit as set out in the Particulars. The Auctioneer may re-open the bidding or may re-submit the Property to bidding if the highest bidder is unable or unwilling to pay the Deposit or to sign the Contract. The Auctioneer's decision is final.
7. The balance of the Purchase Price must be paid on the Settlement Date set out in the Particulars.
8. All moneys paid by the Buyer on account of the Purchase Price to the Seller's Agent or Representative will be held as a Deposit Holder, pending Settlement. If prior to Settlement, the Seller and the Buyer jointly authorise the Deposit Holder to account to either of them or a third party for the purposes of Settlement or delivery of possession, the Seller's Agent is entitled to retain from moneys held, the Agent's Selling Fee, and all agreed expenses pending Settlement.
9.
  - (a) The Chattels described in the Particulars are sold as inspected and the Seller warrants they own those Chattels and that they are free from any lien, charge, Encumbrance or other interest of any third party (except as stated in the Special Conditions).
  - (b) Where Chattels are included in the sale, the Purchase Price will be allocated or apportioned as set out in the Contract (if applicable).
10. The Property is sold free from all Encumbrances except as stated in the Particulars.
11. The Property is zoned as specified in the Particulars.
12. The Buyer is entitled to vacant possession of the Property upon Settlement unless existing Leases are referred to in the Particulars.
13. **STRATA/SURVEY STRATA PROPERTY ACKNOWLEDGEMENTS**

If the Property being auctioned is a Strata/Survey Strata Lot and the sale is to be in accordance with the terms of the Strata Titles Act, 1985, the Buyer will be given and will be required to acknowledge before signing the Contract, receipt of the following documents:  
receipt of the information incorporated in the Precontractual Disclosure Statement and any attachments to that Statement.
14. The GST Withholding provisions set out in the Particulars apply to this Contract.
15. The Buyer and Seller 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.
16. The 2018 General Conditions are incorporated into the Contract so far as they are not varied by or inconsistent with the express terms of the Contract.
17. Words not defined in the Contract have the same meaning as those defined in the 2018 General Conditions.

## SPECIAL CONDITIONS OF AUCTION

- 1) The Property is on the City of Fremantle Municipal Inventory of Heritage Listings with Category of Level 3.
- 2) The Property is being sold on an 'as is' basis. No warranties are given on the property and its chattels by the Seller, and the Buyer is satisfied they have made their own investigations and completed their own due diligence on the Property.
- 3) Due to the era in which the Property was constructed, there may be some asbestos in the Property. The Buyer is satisfied they have made their own investigations and completed their own due diligence on the property in the matter of Asbestos contamination.

# auction particulars and conditions of sale of freehold property

## CONTRACT

At the sale by Public Auction on this  day of  20

NAME, ADDRESS

NAME, ADDRESS

NAME, ADDRESS

 ("Buyer")

EMAIL: The Buyer consents to Notices being served at

The Buyer (as Joint Tenants/Tenants in common specifying the undivided shares) agrees to buy the Property described in the Particulars and all fixed improvements ("Property") with vacant possession unless otherwise provided in the General Conditions of Auction or Special Conditions of Auction together with the Chattels described in the Particulars, on the same terms and conditions set out in the General Conditions of Auction and Special Conditions of Auction at the Purchase Price of

\$

The Buyer has paid to the Seller's Agent the Deposit of \$

**BUYER** (If a corporation, then the Buyer executes this Contract pursuant to the Corporations Act.)

Name	Signature	Date
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**THE SELLER** (FULL NAME AND ADDRESS)

EMAIL: The Seller consents to Notices being served at

AGREES to sell the Property to the Buyer and acknowledges that the Seller's Agent's selling fee payable to the Seller's Agent is the Seller's responsibility.

(If a corporation, then the Seller executes this Contract pursuant to the Corporations Act )

Name	Signature	Date
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

### RECEIPT OF DOCUMENTS

The Buyer acknowledges receipt of the following documents:

1. This offer and acceptance
2. Strata disclosure & attachments (if strata)
3. 2018 General Conditions
4. Other
5. Other

 

### RECEIPT OF DOCUMENTS

The Seller acknowledges receipt of the following documents:

1. This offer and acceptance
2. 2018 General Conditions
3. Other
4. Other

 

### CONVEYANCER (Legal Practitioner/Settlement Agent)

The Parties appoint their Representative named below to act on their behalf in respect to this transaction and consent to Notices being served on that Representative's email address.

	BUYER'S REPRESENTATIVE	SELLER'S REPRESENTATIVE
Name	<input type="text"/>	<input type="text"/>
Signature	<input type="text"/>	<input type="text"/>

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