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

REIWA

WestCoast

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.

NOTICE From 1 July 2026 a Seller Agent or Buyer Agent must undertake customer due diligence of both the Seller and the Buyer to comply with the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) ("**AML Act**").

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 A Withholding Amount may apply to this contract (see 2022 General Condition 17).

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: Realestate Express Pty Ltd

Address: 30 Lemon Gum Drive

Suburb: Baldivis State: WA Postcode: 6171

As Agent for the Seller / ~~Buyer~~ & 55 cpSF

THE BUYER

Name: JERRIAH GEORGE VESSEY STOKES

Address: 17 OSMIA STREET

Suburb: ANKETELL State: WA Postcode: 6167

Name: BIANCA PETRIA VESSEY

Address: 17 OSMIA STREET

Suburb: ANKETELL State: WA Postcode: 667

EMAIL: The Buyer consents to Notices being served at: Bianca-P Vessey@hotmail.com 0414505906

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: 73 MONTORO DRIVE

Suburb: PORT KENNEDY State: WA Postcode: 6172

Lot: 6 ~~Deposited/Survey/Strata/Diagram~~/Plan: 3046831 Whole / ~~Part~~: Vol: 2582 Folio: 267

A **deposit** of $1000 of which $NIL is paid now and $1000 to be paid within 14 days of acceptance

to be held by: Sellers Settlement Agents Trust Account

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

Purchase Price: $695 000

Settlement Date: WITHIN 28 DAYS FINANCE APPROVAL IN WRITING

Property Chattels including: ~~ALL FIXTURES, FITTINGS, FLOOR COVERINGS, WINDOW TREATMENTS, LIGHT FITTINGS, DISHWASHER~~ AS INSPECTED 1-8-25

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

LENDER: BANK

MORTGAGE BROKER (if known):

LATEST TIME: open on: WITHIN 21 DAYS OF ALL OFFERS

AMOUNT OF LOAN: 90%

SIGNATURE OF BUYER:

FINANCE CLAUSE IS NOT APPLICABLE

Signature of the Buyer if Finance Clause IS NOT applicable:

Bianca Petria Vessey S. Vessey

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

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

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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 the 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 if XXXX from 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 strictly 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 the 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 the 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 requests 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 as 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 usual 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 or is to 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:

(a) an acceptable valuation of any property;

(b) attaining a particular loan to value ratio;

(c) the sale of another property; or

(d) 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 5 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 a holder of an Australian Credit Licence pursuant to section 95 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 the 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 to 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 together with the Annexure of Changes to the 2022 General Conditions (subject to changes to the Transfer of Land Act 1893) 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.

5. The Buyer and Seller agree to provide their customer due diligence information to the Seller Agent and Buyer Agent when requested, in order to comply with the AML Act. The Buyer and Seller each authorise their Representative to provide their customer due diligence information to the Seller Agent and Buyer Agent.

SPECIAL CONDITIONS

ANNEXURE A: GAS & ELECTRICAL BY JS LP SP SV
ANNEXURE B: TIMBER PEST INSPECTION BY JSLP SP SV
ANNEXURE C: STRUCTURAL INSPECTION BY JSLP SP SV

The seller agrees to provide an electrical safety certificate (no older than 1 year) 10 days from offer acceptance. BY J.S.LP SP

PURCHASERS ARE AWARE THAT THE PROPERTY IS STRATA TITLED AND HAS RECEIVED COPY OF MINUTES OF ANNUAL GENERAL MEETING PERTH STRATA CO. BY JS

Lyndl Poepjes S Poepjes

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

REIWA WestCoast

SPECIAL CONDITIONS - Continued

73 MONTORO DRIVE PORT KENNEDY WA 6172

VENDOR TO REPAIR BLINDS THAT OUT AS PERTH QUOTE $ 55 LP SA
AAA BLINDS PORT KENNEDY 28/1/26 $1884.
LAUNDRY FLYWIRE DOOR TO BE REPLACED PRIOR $ 55 LP SA
TO SETTLEMENT.

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

Signature 1:	Date: 1/8/26	Signature:	Date:
Signature 2:	Date: 1/8/26	Signature:	Date:

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

Name	SHANE DENVER POEPJES
Address	73 MONTORO DRIVE
Suburb	PORT KENNEDY State WA Postcode 6172
Name	LYNETTE POEPJES
Address	73 MONTORO DRIVE
Suburb	PORT KENNEDY State WA Postcode 6172

EMAIL The Seller consents to Notices being served at: buttefly231003@gmail.com

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

Lynette Poepjes	Date: 1/8/26	Signature:	Date:
S Poepjes	Date: 1/8/26	Signature:	Date:

RECEIPT OF DOCUMENTS
The Buyer acknowledges receipt of the following documents:
1. This offer and acceptance 2. Sworn disclosure & attachments (if any)
3. 2022 General Conditions 4.

Signature 1: Signature 2:

RECEIPT OF DOCUMENTS
The Seller acknowledges receipt of the following documents:
1. This offer and acceptance 2. 2022 General Conditions
3.

Lynette Poepjes S. Poepjes

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: TBA	SELLER'S REPRESENTATIVE
Name	NXT LEGAL (BELINDA ELLIOTT 0406963941.	SHOALWATER SETTLEMENTS
Signature		Lynette Poepjes
		S Poepjes

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AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR MAJOR STRUCTURAL DEFECTS

REIWA

WestCoast

ANNEXURE C

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

73 MONTORO DRIVE, PORT KENNEDY WA 6172

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 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 by 4PM on *(complete (a) or (b))

a*) [ ] [ ] [ ] OR b*) WITHIN 14 DAYS OF ACCEPTANCE ("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 but no later than 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 in writing 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) At any time within a further Five (5) Business Days after (1) that period ending (if no notice is given by the seller), or (2) the date notice in writing is given by the Seller to the Buyer, the Buyer may 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 registered building service contractor (as defined in the *Building Services (Registration) Act 2011*WA) qualified 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 2. If nothing is inserted in clause 2 then the Date will be five (5) Business Days from the later of (a) the Contract Date, or (b) 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/or 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, netting 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) Inspection 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 *2022 General Conditions*.

BUYER SIGNATURE	BUYER SIGNATURE	SELLER SIGNATURE	SELLER SIGNATURE

BUYER SIGNATURE	BUYER SIGNATURE	SELLER SIGNATURE	SELLER SIGNATURE

ANNEXURE (A)

GAS AND ELECTRICAL

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

73 MONTORO DRIVE, PORT KENNEDY WA 6172

The Seller represents and warrants that at Settlement all gas, electrical and plumbing fixtures and fittings will be in good working order

Buyer (s)	Seller (s)
0	S. Poeppl
Date 02/08/2026	Date 2/8/2026

AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR TIMBER PESTS

REIWA

WestCoast

ANNEXURE 3

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

73 MONTORO DRIVE, PORT KENNEDY WA 6172

1. The Buyer may at their expense obtain a non-invasive written Report on any Timber Pest Activity or Damage 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.

This Annexure does not apply to: (a) any Activity or Damage outside the Building; (b) any comments in the Report about conditions conducive to or susceptibility to Timber Pests; or (c) recommendations for further investigations.

2. The Buyer must serve a copy of the Report on the Seller, Seller Agent or Seller Representative by 4PM on: (complete (a) or (b))

(a) [ ] [ ] [ ] OR (b) [WITHIN 14 DAYS OF ACCEPTANCE] ("Date").

3. If the Buyer, and Seller, Seller Agent 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 Activity on, or Damage to, the Building, the Buyer may at any time within three (3) Business Days after the Date serve a Timber Pest Notice on the Seller, Seller Agent or Seller Representative giving the Seller Five (5) Business Days to agree to Eradicate and/or Repair.

5. If the Seller elects in writing to Eradicate and/or Repair pursuant to the Timber Pest 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 in relation to Repair or a Consultant in relation to Eradication; or, the later of them if both are required; and (b) the Settlement Date.

6. The Seller must do the Work expeditiously and in a good and workmanlike manner through: (a) a Builder to Repair or (b) a Consultant to Eradicate; and provide evidence to the Buyer of completion of the Work.

7. If, prior to the Seller commencing the Work, the Seller and Buyer wish to agree and do agree an amount to be paid by the Seller to the Buyer then that 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 in writing to Eradicate and/or Repair within Five (5) Business Days from when the Timber Pest Notice was served on the Seller, Seller Agent or Seller Representative then:

   a) At any time within a further Five (5) Business Days after: (1) that period ending (if no notice is given by the seller); or (2) the date notice in writing is given by the Seller to the Buyer, the Buyer may 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 "Activity" means evidence of the presence of current Timber Pests.

9.2 "Builder" means a registered building service contractor (as defined in the *Building Services (Registration) Act 2011* WA) qualified to remedy the matters set out in the Major Structural Defects Notice.

9.3 "Consultant" means an independent inspector qualified and experienced in undertaking pre-purchase property inspections pursuant to the Standard and Eradication.

9.4 "Damage" means evidence of damage caused by Timber Pests to the Building.

9.5 "Date" means the date inserted or calculated in clause 2. If no date is inserted in clause 2 then the Date will be Five (5) Business Days from the later of: (i) the Contract Date; or (ii) the Latest Time for Finance Approval (if any).

9.6 "Eradicate" and "Eradication" mean the treatment necessary to eradicate Activity affecting the Building.

9.7 "Repair" means the Work necessary to repair any Damage.

9.8 "Report" means a report performed in accordance with the Standard by a Consultant at the Property.

9.9 "Standard" means Australian Standard AS 4349.3-2010 (as amended from time to time) Inspection of buildings Timber Pest Inspections.

9.10 "Timber Pests" means subterranean and dampwood termites, borers of seasoned timber and wood decay fungi as defined in the Standard.

9.11 "Timber Pest Notice" means a Notice in writing from the Buyer to the Seller to provide the Seller with the opportunity to agree to Eradicate and/or Repair that the Buyer requires pursuant to the Report.

9.12 "Work" means the work required to Repair pursuant to the Timber Pest Notice.

9.13 Words not defined in this Annexure have the same meaning as defined in the Standard or the 2022 General Conditions.

BUYER SIGNATURE	BUYER SIGNATURE	SELLER SIGNATURE	SELLER SIGNATURE
BUYER SIGNATURE	BUYER SIGNATURE	SELLER SIGNATURE	SELLER SIGNATURE

REIWA The Law Society of Western Australia WestCoast

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	3.10.2)	Delete subclause 3)
2	3.11	Delete clause 3.11
3	76.1 definition of 'Duplicate Certificate of Title'	Delete the definition of 'Duplicate Certificate of Title'

Buyer

Signature
Name Bianca Petrea Verjus
Date 02/08/2026

Signature
Name Jermiah George Stokes
Date 02/08/2026

Signature
Name
Date

Signature
Name
Date

Seller

Signature
Name LYNETTE POEPIES
Date 2/8/2026

Signature
Name Shane Denver Poepies
Date 2/8/2026

Signature
Name
Date

Signature
Name
Date

Landgate

Approved Form 2020-44221
Effective for use from: 15/07/2020

Precontractual Disclosure Statement to the Buyer

Part B | Information specific to the sale of the strata lot

This form sets out the information requirements in section 156 of the *Strata Titles Act 1985* (the Act), that the seller must give the buyer. It is the information designated as information specific to the sale of a strata lot, which, if included in the contract, must be included in a prominent position (such as the first page). The term 'lot' includes strata and survey-strata lot.

Personal information

The seller(s)

Name LYNETTE POEPJES

Address 4 METCALF ST GATTON QLD 4343

Telephone/mobile 0426210030 Email butterfly231003@gmail.com

Name SHANE POEPJES

Address 60 BANNING AVENUE SUCCESS 6164

Telephone/mobile 0432364934 Email POEPJESSHANE@GMAIL.COM

Scheme information

The term 'scheme' includes strata and survey-strata schemes

Scheme Details

Scheme name The Owners of Strata Plan 50 46831

Name of the strata company North Strata Co.

Address for service of the strata company (taken from scheme notice) 1/36 Mooltyeen Road, Mt Pleasant WA 6153

The status of the scheme is:

☐ proposed

☑ registered

The scheme type is:

☑ strata

☐ survey-strata

The tenure type is

☐ freehold

☐ leasehold

For leasehold only:

The scheme has a term of _____ years _____ months _____ days commencing on registration of the scheme _____

If there is a registered scheme notice, the expiry day for the leasehold scheme is ___/___/___

For any attachments, please include the attachment number in the column titled 'Att.' on the right-hand side of this document.

Att.

Scheme Documents (must be attached)

Schemes created on or after 1/5/2020 must provide a copy of the scheme notice (Schemes created before 1/5/2020 only have to provide a scheme notice if a change of scheme name or address was registered on or after 1 May 2020). _____

A copy of the scheme plan showing the exact location and definition of the lot _____

A copy of the scheme by-laws _____

A copy of the scheme by-laws made but not yet registered by the Registrar of Titles at Landgate _____

Do the scheme by-laws include staged subdivision by-laws ☐ no ☐ yes

☐ If yes, they are included with this form _____

☐ If yes, they are not included but a notice concerning staged subdivision by-laws that are spent has been provided

A copy of the schedule of unit entitlements showing the unit entitlement of the lot AND sum of unit entitlements of all the lots in the scheme _____

If this is a leasehold lot, a copy of the strata lease for the lot _____

Additional comments: _____

Minutes (choose one option)

☐ A copy of the minutes of the most recent annual general meeting and any subsequent extraordinary general meeting(s) _____

☐ A statement that the strata company does not keep minutes of its meetings* _____

☐ A statement of why the seller has been unable to obtain the minutes _____

Additional comments: _____

Statement of accounts (choose one option)

☐ The statement of accounts last prepared by the strata company _____

☐ A statement that the strata company does not prepare a statement of accounts* _____

☐ A statement of why the seller has been unable to obtain a statement of accounts _____

** Note that section 140(1) sets out that 2-lot schemes are not required to keep minutes or statements of account, and section 140(2) provides that 3, 4 and 5-lot schemes are allowed to have a by-law exempting them from these requirements. If this applies to the scheme, write that down in these fields.*

Additional comments: _____

Termination proposal

Has the seller received a copy of any notice from the strata company in relation to any current termination proposal for the scheme? ☐ no ☐ yes _____

If yes, attach a copy.

Att.

Lot information (choose all that apply)

☑ This lot is on a registered scheme plan

☐ This lot has not yet been created

☐ This lot is a leasehold strata expiring on ___/___/____
(being the expiry day of the scheme set out in the scheme notice)

Street address of the lot (if known)

_____

Lot 10 on scheme plan no. 51436

(The lot owner will also own a share in the common property of the scheme)

Voting right restrictions

Does the contract contain any voting right restriction which has the meaning in regulation 103 of the *Strata Titles (General) Regulations 2019*? * ☐ no ☐ yes

If yes, describe the restriction _____

** A voting right restriction includes if the contract requires the buyer to grant an enduring proxy or power of attorney to the seller.*

Exclusive use by-laws

This lot is a 'special lot', subject to exclusive use by-laws giving exclusive use of an area of common property ☐ no ☐ yes

If yes, please give details _____ _____

Strata levy/contributions for the lot (choose one option)

(Local government rates are payable by the lot owner in addition to the strata levy/contributions)

☑ Contributions that have been determined within the previous 12 months

☐ If not determined, estimated contributions for 12 months after proposed settlement date

	Actual ($)	OR	Estimated ($) 12 months after the proposed settlement date
Administrative fund:	$ 930.00 per Quarter		_____
Reserve fund:	$ 140.00 per Quarter		_____
Other levy (attach details)	_____		_____ _____

☐ Actual ☐ Estimated total contribution for the lot $_____

Payable ☐ annually ☐ bi-annually ☑ quarterly ☐ other: _____

Due dates $ 930.00 on 30/6/2020 _____ on ___/___/____

_____ on ___/___/____ _____ on ___/___/____

Strata levy/contributions/other debts owing

If the seller has a debt owed to the strata company, the total amount owing is $ _____

If the seller has a debt owed to a utility company, the total amount owing is $ _____

Details of who is owed, how the debt arose, date on which it arose and the amount outstanding is attached. _____

Additional comments: _____

Scheme developer specific information

Alt.

Information specific to the sale of a strata lot – only to be completed if the seller of the lot is a scheme developer
The scheme developer is defined as:

- The registered owner(s) of a lot(s) before it is subdivided by a strata titles scheme
- The registered owner/s of a lot in a staged strata development that is to be subdivided by the registration of an amendment of scheme to which staged subdivision by-laws apply

This part applies where the seller of the lot is a scheme developer in any of the following circumstances:

- The scheme has not been registered
- The first annual general meeting of the strata company has not been held
- The scheme developer owns 50% or more of the lots
- The scheme developer owns lots with an aggregate unit entitlement of 50% or more of the sum of the unit entitlements of all lots in the scheme

Statement of estimated income and expenditure
A statement of the estimated income and expenditure of the strata company for the 12 months after the proposed settlement date is attached. ____

Additional comments: _____

Agreements for amenity or service
Are there any current or proposed contracts for the provision of any amenity or service to the proposed strata company/strata company or members of the strata company entered into or arranged by the scheme developer? ☐ no ☐ yes

If yes, attach details including terms and conditions, the consideration and estimated costs to members of the strata company ____

Additional comments: _____

Lease, licence, exclusive right or use and enjoyment or special privilege over common property
Are there any current or proposed leases, licences, right of exclusive use and enjoyment, restricted right of use and enjoyment, or special privilege over common property? ☐ no ☐ yes

If yes, attach details including terms and conditions. ____

Additional comments: _____

Section 79 Disclosure of remuneration and other benefits
Has the scheme developer and/or their associate received or reasonably expects to receive remuneration or other benefit? ☐ no ☐ yes

Is there any other direct or indirect pecuniary interest the scheme developer and/or their associate has in the contract, lease or licence other than as a member of the strata company? ☐ no ☐ yes

If yes, attach details of any remuneration, other benefit and/or pecuniary interest disclosed in accordance with s.79 of the Act, including its value. ____

Additional comments: _____

Landgate

Approved Form 2020-44221
Effective for use from: 15/07/2020

Acknowledgement by seller and buyer

The statements by the seller and buyer relate to the following precontractual disclosures:

- **Part A, general information about strata titles schemes.** This information can be included in a form that is separate from the rest of the contract; and
- **Part B, information specific to the sale of a strata lot.** This information can be included in a separate form, or within the contract in a prominent position.
  Both the Part A and Part B disclosures can be provided electronically if the buyer has consented to this.

Statement by the seller(s) / seller's representative

☐ I / ☑ We[1], hereby certify that Part A and Part B of the required precontractual disclosures were given to the buyer before the buyer signed the contract of sale.

Signature × Gretha Poepjes

Name GRETHA POEPJES

Date 15 / 6 / 2026

Signature × S. Poepjes

Name SHANE DENVER POEPJES

Date 15 / 6 / 2026

Statement by the buyer(s) / buyer's representative

☐ I / ☑ We[1], the buyer/s, acknowledge that ☐ I / ☑ We[1] received Part A and Part B of the required precontractual disclosures before ☐ I / ☑ We[1] signed the contract of sale.

☐ I / ☐ We[1] understand that the disclosures given by the seller(s) or by the seller's representative are not an offer or a contract to purchase a lot (though they may be included in such contract) but only provide information to ☐ me / ☑ us[1].

Signature

Name Bianca Petrea Vessey

Date 02 / 08 / 2026

Signature

Name Jerriah Stokes

Date 02 / 08 / 2026

[1] Select one.