

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 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 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:
 Address
 Suburb State Postcode

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 WITHHOLDING

- Is this Contract concerning the taxable supply of new residential premises or potential residential land as defined in the GST Act? YES NO
- 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).
- If YES is ticked, then the 'GST Withholding Annexure' should be attached to this Contract.

FINANCE CLAUSE IS APPLICABLE

LENDER/
 MORTGAGE BROKER (NB: If blank, can be any)
 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 together with the Annexure of Changes to the 2022 General Conditions Caused by 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.

SPECIAL CONDITIONS

1. The Buyer is aware that they will be required, prior to settlement, to complete and lodge a Foreign Transfer Duty Declaration which may result in the payment by them of Foreign Transfer Duty which is not included in the purchase price. The buyer acknowledges they have made all necessary enquiries to satisfy themselves about their responsibilities regarding Foreign Transfer Duty.



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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	Kerry Lee Wilson					
Address	655 Warrigal Way					
Suburb	Chidlow	State	WA	Postcode	6556	
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. Certificate of Title
5. Annexure of changes to General Conditions (form 198)	

Signature	
Signature	

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

1. This offer and acceptance	2. 2022 General Conditions
3. Annexure of changes to General Conditions (form 198)	

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: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>
Signature	<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>
	<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>

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01/25

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 Kerry Lee Wilson

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR MAJOR STRUCTURAL DEFECTS



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ANNEXURE A

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

655 Warrigal Way ,Chidlow WA 6556

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*) 14 days after 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 (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 **Registered Builder** 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 2022 General Conditions.

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR TIMBER PESTS



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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

655 Warrigal Way ,Chidlow WA 6556

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*) 14 days after 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

WESTERN



AUSTRALIA

TITLE NUMBER

Volume Folio

1508 287

RECORD OF CERTIFICATE OF TITLE
UNDER THE TRANSFER OF LAND ACT 1893

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.

BGRoberts
REGISTRAR OF TITLES



LAND DESCRIPTION:

LOT 25 ON PLAN 12455

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

KERRY LEE ROWLES OF 655 WARRIGAL WAY CHIDLOW WA 6556

(T O417251) REGISTERED 29/5/2020

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

1. B552429 EASEMENT TO SHIRE OF MUNDARING. SEE SKETCH ON VOL 1508 FOL 287. REGISTERED 7/7/1978.
2. B610198 RESTRICTIVE COVENANT BURDEN REGISTERED 27/10/1978.

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.
Lot as described in the land description may be a lot or location.

-----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: 1508-287 (25/P12455)
PREVIOUS TITLE: 1507-593
PROPERTY STREET ADDRESS: 655 WARRIGAL WAY, CHIDLOW.
LOCAL GOVERNMENT AUTHORITY: SHIRE OF MUNDARING





Application B552422 WESTERN
Volume 1507 Folio 593



AUSTRALIA

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CERTIFICATE OF TITLE

UNDER THE "TRANSFER OF LAND ACT, 1893" AS AMENDED

I certify that the person described in the First Schedule hereto is the registered proprietor of the undermentioned estate in the undermentioned land subject to the easements and encumbrances shown in the Second Schedule hereto.

Dated 7th July, 1978

Kimborough
REGISTRAR OF TITLES



ESTATE AND LAND REFERRED TO

Estate in fee simple in portion of each of Swan Locations 2484 and 2661 and being Lot 25 on Plan 12455, delineated and coloured green on the map in the Third Schedule hereto, limited however to the natural surface and therefrom to a depth of 60.96 metres.

FIRST SCHEDULE (continued overleaf)

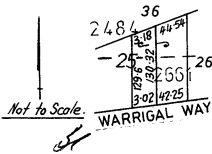
~~A.L.R. Investments Pty. Ltd. of 957 Wellington Street, West Perth and Kimberley Finance Corporation Ltd. of 442 Murray Street, Perth, as tenants in common in equal shares.~~

SECOND SCHEDULE (continued overleaf)

~~1. MORTGAGE B482635 to The National Bank of Australasia Limited. Registered 24.2.78 at 11.01 o'clock. Discharged B610194 27.10.78~~

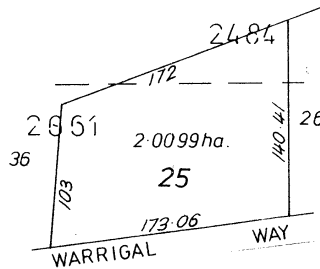
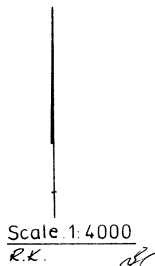
~~2. CAVEAT B506255. Lodged 13.4.78 at 10.06 o'clock. Withdrawn (B552427 7.7.78)~~

3. TRANSFER B552429. The right to enter upon the portion of the within land coloured blue on the map in the margin for the purpose of exercising certain drainage rights as set out in the said Transfer is granted to Shire of Mundaring. Registered 7.7.78 at 10.24 o'clock.



Kimborough
REGISTRAR OF TITLES

THIRD SCHEDULE



NOTE: RULING THROUGH AND SEALING WITH THE OFFICE SEAL INDICATES THAT AN ENTRY NO LONGER HAS EFFECT. ENTRIES NOT RULED THROUGH MAY BE AFFECTED BY SUBSEQUENT ENDORSEMENTS.

Superseded - Copy for Sketch Only

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VOL. FOL.

PERSONS ARE CAUTIONED AGAINST ALTERING OR ADDING TO THIS CERTIFICATE OR ANY NOTIFICATION HEREON

FIRST SCHEDULE (continued) NOTE: RULING THROUGH AND SEALING WITH THE OFFICE SEAL INDICATES THAT AN ENTRY NO LONGER HAS EFFECT. ENTRIES NOT RULED THROUGH MAY BE AFFECTED BY SUBSEQUENT ENDORSEMENTS.

REGISTERED PROPRIETOR	INSTRUMENT		REGISTERED	TIME	SEAL	INITIALS
	NATURE	NUMBER				
<u>John Francis Roberts, Truckdriver, and Fay Lesley Roberts, Married Woman, both of 25 Hayes Avenue Yokine.</u>	Transfer	B640198	27.10.78	9.06		A
Jamie Kent Docker, Printer and Linda Frances Docker, Nursing Sister both of Lot 1 Canning Road, Carmel, as joint tenants.	Transfer	D539254	17.8.87	9.17		
Robert James Samuels and Anne Elizabeth Samuels both of 8 Doram Court, Swan View.	Transfer	E228739	7.11.89	9.41		
Gregory Clem Roach and Janine Anne Roach both of 22 Shaw Road, Dianella, as joint tenants.	Transfer	E419390	7.8.90	8.19		
Wendy Marie Larkin and Terence Michael Larkin both of 655 Warrigal Way, Chidlow, as joint tenants.	Transfer	G430620	25.3.97	8.34		
Steven Wayne Shoosmith and Wendy Anne O'Neill both of 25 Warrigal Way, Chidlow as joint tenants.	Transfer	H105574	12.5.99	8.08		

SECOND SCHEDULE (continued) NOTE: RULING THROUGH AND SEALING WITH THE OFFICE SEAL INDICATES THAT AN ENTRY NO LONGER HAS EFFECT. ENTRIES NOT RULED THROUGH MAY BE AFFECTED BY SUBSEQUENT ENDORSEMENTS.

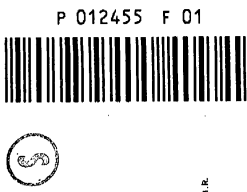
INSTRUMENT	PARTICULARS	REGISTERED	TIME	SEAL	INITIALS	CANCELLATION	NUMBER	REGISTERED OR LODGED	SEAL	INITIALS
Transfer	contains a restrictive covenant.	27.10.78	9.06		A					
Mortgage	to Bank of New South Wales Savings Bank Limited.	6.12.78	9.04							
Mortgage	to National Australia Savings Bank Ltd.	17.8.87	9.17			Discharged	D539253	17.8.87		
Mortgage	to National Australia Bank Ltd.	7.11.89	9.41			Discharged	E228738	7.11.89		
Mortgage	to Jamie Kent Docker and Linda Frances Docker both of 25 Warrigal Way, Chidlow.	7.11.89	9.41			Discharged	E419388	7.8.90		
Mortgage	to The Rural & Industries Bank of Western Australia.	7.8.90	8.19			Discharged	E419389	7.8.90		
Mortgage	to Westpac Banking Corporation.	21.4.97	8.57			Discharged	G430619	25.3.97		
Mortgage	to Westpac Banking Corporation.	7.7.99	8.26			Discharged	H105573	12.5.99		

PLAN 12455

SWAN LOC'S 2203, 2230, 2277, 2484 & 2661.

FB's 40517 & 40518.
TOTAL AREA 74.8597 ha.
INDEX PLAN PERTH 10000 8-8
C/T 1358-289
1447-944
NOW 1507-593

DEPTH LIMIT 60.96 METRES

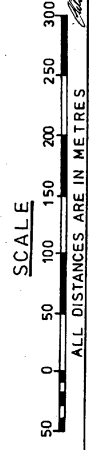
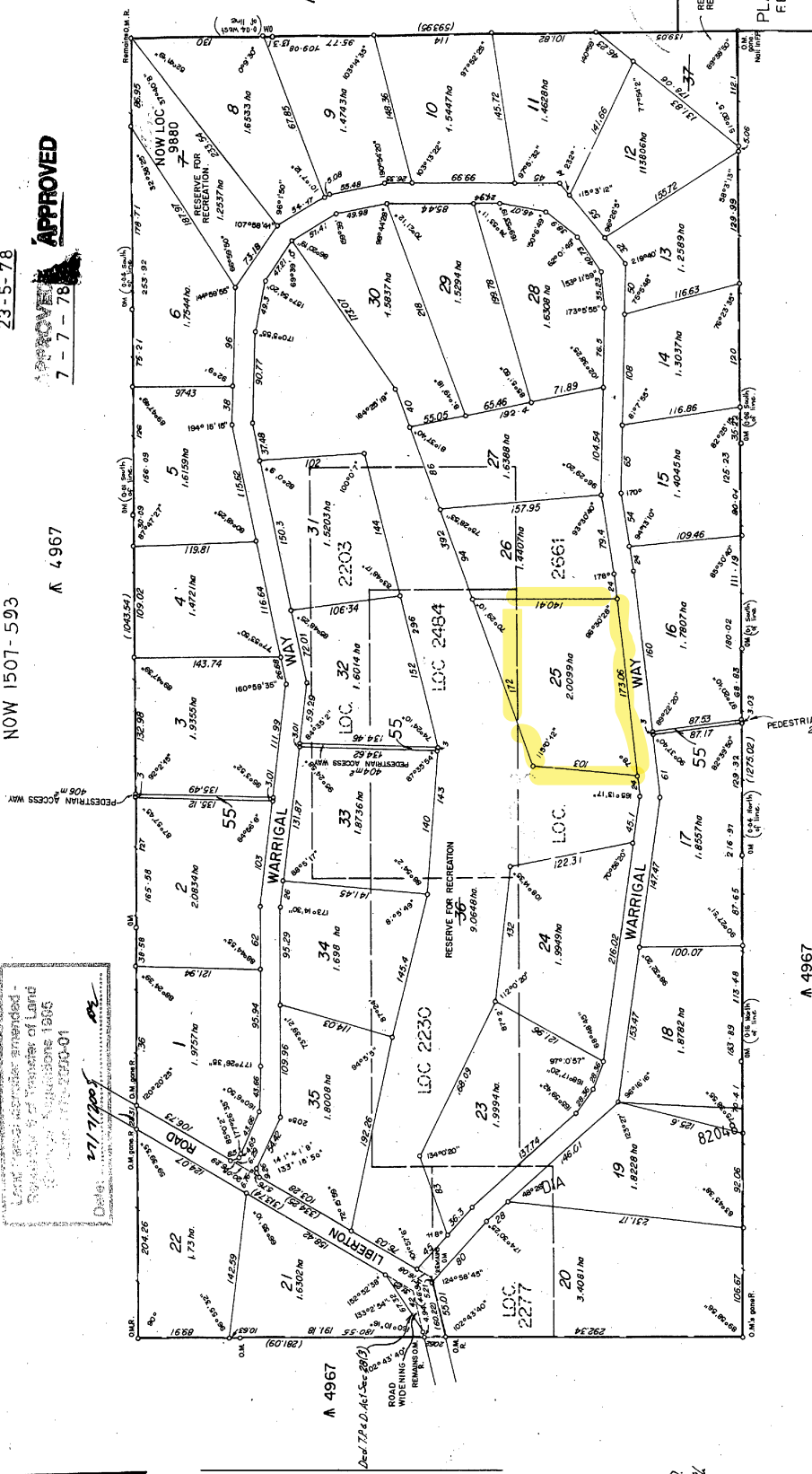


IN ORDER FOR DEALINGS
23-5-78

APPROVED
7-7-78

27/7/2025
Date: [Signature]
This plan was amended
under the Transfer of Land
Act 1982.
Crown Reference 1366
Crown Reference 1367-01

A 4967



SCALE
50 0 50 100 150 200 250 300
ALL DISTANCES ARE IN METRES

PLAN 12455

LOTS 7, 36, 37 & PED ACC WAYS TO VEST IN
THE CROWN UNDER SEC 20A OF THE T.P.&D. ACT.

A 4967

LOC 2049
PLAN 14209
F.B.
48204

LOC 2049
A 35717

Plan 12455

Lot	Certificate of Title	Lot Status	Part Lot
0	N/A	Retired	
1	1507/594	Registered	
2	1507/595	Registered	
3	1507/596	Registered	
4	1507/597	Registered	
5	1507/598	Registered	
6	1507/599	Registered	
8	1508/270	Registered	
9	1508/271	Registered	
10	1508/272	Registered	
11	1680/730	Registered	
12	1508/274	Registered	
13	1619/552	Registered	
14	1508/276	Registered	
15	1508/277	Registered	
16	1508/278	Registered	
17	1508/279	Registered	
18	1921/733	Registered	
20	1508/282	Registered	
21	1508/283	Registered	
22	1508/284	Registered	
23	1508/285	Registered	
24	1508/286	Registered	
25	1508/287	Registered	
26	1657/304	Registered	
27	1508/289	Registered	
28	1508/290	Registered	
29	1508/291	Registered	
30	1508/292	Registered	
31	1508/293	Registered	
32	1508/294	Registered	
33	1508/295	Registered	
34	1508/296	Registered	
35	2072/860	Registered	
55	1507/593	Registered	
9879	LR3146/56	Registered	
9879	LR3105/966 (Cancelled)	Registered	
9880	LR3002/120	Registered	
9890	LR3002/119 (Cancelled)	Retired	

Exempt (Section 119) Stamp Act 1921

Surrahath JUL-78 559200 \$ * * * G HOPLST \$***0.00
for COMMISSIONER OF STATE TAXATION

WESTERN AUSTRALIA.
Transfer of Land Act 1893 as amended

No. B552429

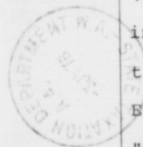
a. Insert type of document here

Blank Instrument Form (see footnote)
a. Grant of Easement

THIS GRANT OF EASEMENT is made the 3 day of July
One Thousand Nine Hundred and Seventy Eight.

BETWEEN:

A.L.R. INVESTMENTS PTY. LTD. of 957 Wellington Street West
Perth in the State of Western Australia and KIMBERLEY FINANCE
CORPORATION LTD. of 442 Murray Street Perth in the said State
(hereinafter called "the Grantors" which expression shall
include the Grantors and their personal representatives and
transferees) of the one part and SHIRE OF MUNDARING of Great
Eastern Highway Mundaring in the said State (hereinafter called
"The Grantee" which expression shall include its successors)
of the other part



Handwritten signature and initials

WHEREAS:-

(a) The Grantors are registered as the proprietors of an estate
in fee simple in all those pieces of land being:

- 1. Lot 23 on Plan 12455 and being formerly part of the land comprised in Certificate of Title Volume 1358 Folio 289. NEW WHOLE OF CERTIFICATE OF TITLE VOLUME 1508 FOLIO 285
- 2. Lot 25 on Plan 12455 and being formerly part of the land comprised in Certificate of Title Volume 1447 Folio 944. NEW WHOLE OF CERTIFICATE OF TITLE VOLUME 1508 FOLIO 287

(hereinafter called "the said land").

(b) The said land is subject to the encumbrances referred to in the Schedule hereto.

(c) In consideration of the sum of ONE DOLLAR (\$1.00) to be paid by the Grantee to the Grantors the Grantors agreed to permit the Grantee to construct and lay a/an open/pipe drain in and through that part of the said land delineated and coloured blue on the sketch plan in the schedule hereto for that purpose and to grant to the Grantee the rights hereinafter appearing.

NOW THIS INDENTURE WITNESSETH AS follows:

- 1. In consideration of the premises the Grantors HEREBY JOINTLY AND SEVERALLY TRANSFER AND GRANT unto the Grantee full and free

NOTE: This Form may be used only when the "Box Type" Form is not suitable. It may be completed in narrative style.



2.

right and liberty at all times hereafter:-

- (a) By its workmen officers servants agents contractors and others acting under the authority of the Grantee with or without motor or other mechanised vehicles or implements laden or unladen from time to time and at all times to enter upon the affected land for the purpose of constructing extending maintaining altering or improving;
- (i) An open and/or pipe drain for the carriage of water through under or upon the affected land and
- (ii) Any apparatus connected with and requisite to secure the safe and proper working of the said open and/or pipe drain (which apparatus is hereinafter referred to as "the fittings") and for all or any of such purposes:-
- (a) To make surveys and take levels of the affected land and set out such parts thereof as the Grantee and its said workmen officers servants agents contractors and others may think fit and to use any earth stones and other things taken therefrom
- (b) To construct extend maintain alter and improve the aforesaid open and/or pipe drain and fittings or any one or more of them through or under the affected land
- (c) To open and break up the soil of the affected land and excavate and sink trenches for the purpose of constructing extending maintaining altering or improving any of the aforesaid open and/or pipe drain and fittings or any one or more of them
- (d) To open cleanse and repair any of the aforesaid open and/or pipe drain and fittings or any one or more of them and alter the position or construction thereof

3.

(b) From time to time and at all times hereafter to use any of the aforesaid open and/or pipe drain for the passage or conveyance of water.

(c) To use the affected land for the purposes of draining:-

(i) the said land and the water drainage thereto.

(ii) the land and roadways and adjoining the said land and the water draining thereto.

2. The Grantors for themselves and their successors in title the registered proprietor or proprietors for the time being of the said land HEREBY JOINTLY AND SEVERALLY COVENANT with the Grantee:-

Not to make or erect or cause permit or suffer to be made or erected any building or improvement or part thereof under or over the affected land nor to plant or suffer or permit to be planted any trees thereon nor to place or permit to be planted or to be placed anything or any part thereof on the affected land or any part thereof which does or may be likely to prevent or hinder the Grantee in the exercise of its rights and privileges hereunder without the consent of the Grantee in writing first had and obtained.

3. The Grantee shall at all times maintain the said drain in good and safe working order and condition and shall ensure that the said drain shall be so used and maintained that no damage or injury shall be caused to the adjoining land of the Grantors or to any improvements and erections thereon.

4. And the Grantee HEREBY COVENANTS with the Grantors and their successors in title the registered proprietor or proprietors for the time being of the said land to complete any work from time to time commenced on the affected land with all convenient speed and fill in consolidate and level off any holes or trenches thereby made on the affected land and to

carry away all earth and rubbish occasioned by the work and whilst the soil or surface is opened and during the progress of any construction alteration repair or maintenance work to any fittings on the affected land to ensure that the same is properly guarded and to affix adequate signs or notices for the warning of persons likely to be endangered by such work.

5. The costs of and incidental to the instructions for and preparation execution and stamping of this Indenture together with the stamp duty thereon shall be paid by the ~~Grantee~~ Grantor.

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first hereinbefore appearing.

THE COMMON SEAL of A.L.R. INVESTMENTS)
PTY. LTD. was hereunto affixed by)
authority of the Board of Directors)
in the presence of:)

Director: *P.E. Rine*
Secretary: *[Signature]*



THE COMMON SEAL of KIMBERLEY FINANCE)
CORPORATION LTD. was hereunto affixed)
by authority of the Board of Direc-)
tors in the presence of:)

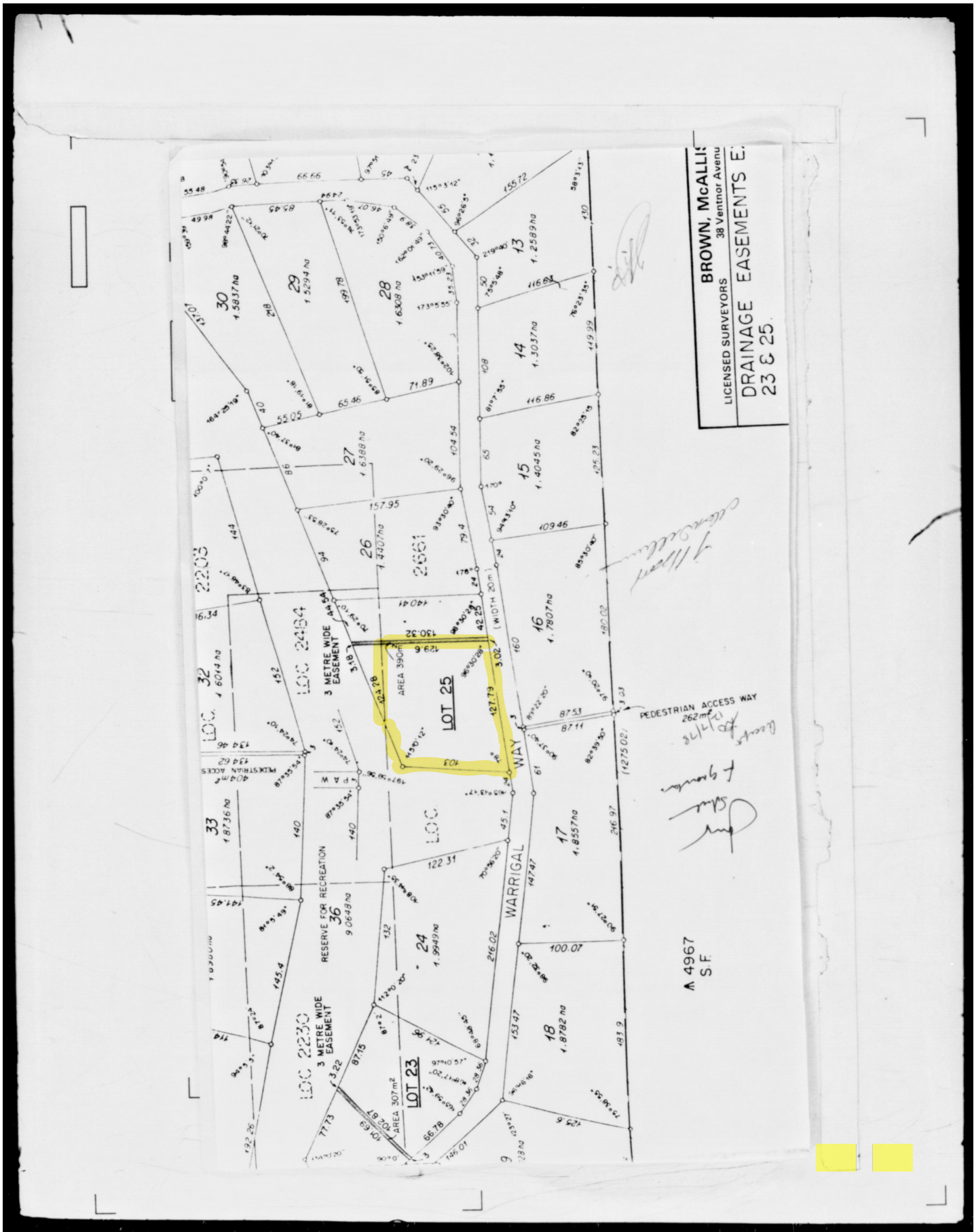
Director: *[Signature]*
Secretary: *[Signature]*



THE COMMON SEAL of SHIRE OF MUNDARING)
was hereunto affixed by authority of)
a resolution of the Council in the)
presence of:)

Shire President: *[Signature]*
Shire Clerk: *[Signature]*





BROWN, McALLIS
 LICENSED SURVEYORS
 38 Ventnor Avenue
**DRAINAGE EASEMENTS E.
 23 & 25.**

Handwritten notes:
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 100/1/20

M 4967
 S.F.

5.

THE SCHEDULE

ENCUMBRANCES TO WHICH LAND IS SUBJECT

Mortgage B482635 in favour of the National Bank of Australasia Limited.

Hereby consent to the mortgage

Witnessed by THE NATIONAL BANK OF AUSTRALASIA LIMITED by being signed in Western Australia by its Attorney **WILFRED DESMOND ASQUITH MAYS** under Power of Attorney No. **A705359** who has indicated to the Registrar of Titles the presence of the said bank

THE NATIONAL BANK OF AUSTRALASIA LIMITED
By its Attorney

[Signature]

[Signature]



No.

B552429

LEASE PLAN.

FEES (office use)	\$	c
	180	

Parties A.L.R. INVESTMENTS PTY. LTD.
and KIMBERLEY FINANCE CORPORATION LTD.
and
SHIRE OF MUNDARING
JM:EA:M27770

Lodged by Murray Settlements
Address 297 Murray Street
Perth WA 6000
Phone No.

Use this space for instructions if any documents are to issue to other than lodging party.

7/12

Titles, Crown Leases, Declarations, etc., lodged with this document. (To be filled in by person lodging.)

- | | |
|--------------------------|--------------------------|
| 1. <i>Lease document</i> | } Received items
No's |
| 2. | |
| 3. | |
| 4. | |
| 5. | |
| 6. | |

Rec. Clerk. *[Signature]*

BELOW THIS LINE FOR OFFICE USE ONLY

Encumbrances not notified on face.

Registered *7 July 1978*
at *10:24* o'clock and
particulars entered in the Register Book.

New Titles to issue or Endorsing instruction.

Encumbrance

Initials of Signing Officer

[Signature]

REGISTRAR OF TITLES

EXAMINED. *[Signature]*

L.T. 14

SANDS & McDONNELL STOCK FORM 324

Form T2.

WESTERN AUSTRALIAN STAMP DUTIES

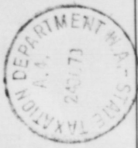
24-OCT-78 624521 \$. . D S/DLST \$***0.25

WESTERN AUSTRALIA.
Transfer of Land Act 1893 as amended
TRANSFER OF LAND

No. B610198

DESCRIPTION OF
LAND BEING
TRANSFERRED.
State whether whole
or part of land com-
prised in Certificate
of Title and/or
Crown Lease.

Portion of each of Swan Locations 2484 and 2661 and
being Lot 25 on Plan 12455 and being the whole of the
land contained in Certificate of Title Volume 1508
Folio 287



ESTATE AND
INTEREST BEING
TRANSFERRED.
Fee simple, Lease-
hold or as the case
may be.

Fee simple

ENCUMBRANCES
If none, insert 'Nil'.

Certain drainage rights granted to Shire of Mundaring in
Transfer B552429

TRANSFEROR
Full name, address
and occupation.

A.L.R. INVESTMENTS PTY LTD of 957 Wellington Street
West Perth and KIMBERLEY FINANCE CORPORATION LTD of
442 Murray Street Perth

Agreement Signed 24/10/78
Signed \$245.00
Commissioner of State Taxation

CONSIDERATION
IN WORDS

EIGHTEEN THOUSAND DOLLARS (\$18,000.00)

TRANSFeree
Full name, address
and occupation. If
a minor, state date
of birth. If two or
more state whether
as Joint Tenants or
Tenants in Common.
If Tenants in
Common, specify
shares.

JOHN FRANCIS ROBERTS Truckdriver and FAY LESLEY ROBERTS
Married Woman both of 25 Hayes Avenue Yokine

24/10/78

If insufficient space hereon sections may be added on page 2 or on an annexure sheet. See Note 3 on back hereof.

SANDS & McDOUGALL
STOCK FORM 317

THE TRANSFEROR for the consideration herein expressed HEREBY TRANSFERS TO THE TRANSFEREE the estate and interest herein specified in the land above described subject to the encumbrances as shown hereon. (a)

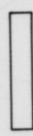
RESTRICTIVE COVENANTS

The Transferee does hereby for himself his heirs executors administrators and transferees or other the registered proprietors for the time being of the said land covenant with the transferor (as the proprietor and for the benefit of the land the subject of Plan 12455) and its successors and assigns as follows:

1. Not to erect upon the said land any building other than a private dwelling house. For the purposes of this and the following covenants, the expression "dwelling house" unless the context otherwise requires has the meaning assigned to it in Appendix D to the Town Planning Regulations 1967 but does not include a duplex.
2. Not to erect more than one private dwelling house on the said land.
3. Not to erect a private dwelling house having an area of less than 110 square metres under the main roof.
4. Not to erect any building upon the said land otherwise than one constructed of material previously approved by Shire of Mundaring (hereinafter called "the Shire" which expression includes its successors).
5. Not to erect on the said land any building within 20 metres of any boundary thereof unless the Shire has given its prior approval to a lesser setback distance.
6. Not to erect a dwelling house upon the said land unless:
 - (a) there is available or is to be erected simultaneously a water storage tank of not less than 90,000 litres; or
 - (b) reticulated water is available on the said land; or
 - (c) the Shire gives its prior consent;
7. Not to construct or install any septic tank leach drain or other system or apparatus for the disposal of effluent within a distance of 30 metres from any bore well or other surface water supply or any river stream creek or watercourse whether situated on or in or running through the said land or not nor within 20 metres of any boundary of the said land.
8. Not to carry on or permit to be carried on upon the said land or any part thereof any intensive agricultural pursuit the breeding or keeping of animals for commercial gain or pig farming unless with the prior consent of the Shire.
9. Not to cut remove or otherwise destroy any tree on the said land with a trunk girth of 0.6 metres such measurement to be taken 0.6 metres above the natural surface of the ground other than a tree within a distance of 7.5 metres from the outer wall of a proposed building in respect of which a building licence has been issued nor any tree or group of trees which the Shire has by notice in writing served on the transferee or the registered proprietor or proprietors for the time being of the said land required to be preserved unless the Shire has given its prior consent.

Covenant
[Signature]

a. Here set forth:
any Easements to be
created as appurtenant
to the land com-
mencing with the
words "together with"
and/or
any Reservations
hereby created en-
cumbering the land
commencing with the
words "Reserving to"
and/or
any Restrictive
Covenants hereby
created.



Dated this 24th day of October 19 78

TRANSFERORS SIGN HERE (see note 1)

b. Signature. Signed (b) THE COMMON SEAL of A.L.R. INVESTMENTS)
PTY LTD was hereunto affixed by)
in the authority of the Board of Directors)
presence of (c) in the presence of:)

c. Signature, address and occupation of witness. (See note 2)

Director: *[Signature]*

Signed (b) Secretary: *[Signature]*

in the presence of (c)

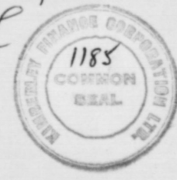


d. Add attestations as required. (d)

THE COMMON SEAL of KIMBERLEY FINANCE)
CORPORATION LTD was hereunto affixed)
by authority of the Board of Directors)
in the presence of:)

Director: *[Signature]*

Secretary: *[Signature]*



TRANSFEREES AND OTHER PARTIES SIGN HERE (see note 1)

Signed by the said *[Signature]*
JOHN FRANCIS ROBERTS
in the presence of (c) *[Signature]*

M.R. HUNTER, DIRECTOR.
2 TYNE ST
DIANEALLA

Signed by the said *[Signature]*
FAY LESLEY ROBERTS
in the presence of (c) *[Signature]*

M.R. HUNTER
2 TYNE ST
DIANEALLA
DIRECTOR.

NOTES.

1. A separate attestation should be made by each person signing this document; i.e. each signature should be separately witnessed.
2. If executed within the Commonwealth of Australia or its Territories witnesses must be 18 years of age or over and not a party to this document. If executed outside the Commonwealth of Australia or its Territories the witness should be one of the persons listed in Section 145 of the Transfer of Land Act.
3. If any of the boxed sections on page 1 has insufficient space then the relevant information may be added on page 2 herein. If further space is required use Annexure Form B1. Appropriate headings should be shown in each case. The boxed sections should only contain the words "See page 2" or "See Annexure 'A' (or as the case may be) attached". Annexure sheets should be dated, signed by the persons signing this document and their witnesses and be pinned to this form.
4. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.

No.

B610198



TRANSFER

FEES (office use)	\$	c
	18	—

Parties **A.L.R. INVESTMENTS PTY LTD**
AND KIMBERLEY FINANCE
CORPORATION LTD

AND
ROBERTS JF & FL
1978 OCT 27 AM 9:06
MS:LS M34567

Lodged by **Murray Settlements**
 Address **297 Murray Street Perth**
84 ST. GEORGE'S TCE., PERTH
 Phone No. **PHONE 323 8111**

Use this space for instructions if any documents are to issue to other than lodging party.

5a
Murray Settlements
297 Murray St

Titles, Crown Leases, Declarations, etc., lodged with this document.
 (To be filled in by person lodging.)

1. *Dup CT 1503-287* } Received items
 2. } No's *1*
 3. }
 4. }
 5. } *wa*
 6. }
 Rec. Clerk.

BELOW THIS LINE FOR OFFICE USE ONLY

Encumbrances not notified on face.

Registered *24th October 1978*
 at *9.06* o'clock and
 particulars entered in the Register Book.

New Titles to issue or Endorsing instruction.

NS2 (No money) + Covenant

Initials of Signing Officer

[Signature]

REGISTRAR OF TITLES

EXAMINED *[Signature]*