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: BJK Genesis Property Pty Ltd
Address 6/160 Scarborough Beach Road
Suburb Mount Hawthorn State WA Postcode 6016
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 28 Woodland Loop
Suburb Edgewater State WA Postcode 6027
Lot 265 ~~Deposited/Survey/Strata/Diagram~~/Plan 11947 Whole / ~~Part~~ Vol 1465 Folio 305
A **deposit** of $ of which $ 0 is paid now and $ to be paid within 7 days of acceptance
to be held by First National Real Estate Genesis
("the Deposit Holder"). The balance of the Purchase Price to be paid on the Settlement Date.

Purchase Price
Settlement Date
Property Chattels including All fixed floor coverings, light fittings, window treatments and all pool equipment as inspected and where applicable.

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/
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.

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 Gail Denese Bennett
Address 28 Woodland Loop
Suburb Edgewater State WA Postcode 6027

Name Wilson Scott Bennett
Address 28 Woodland Loop
Suburb Edgewater State WA Postcode 6027

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		
Signature		

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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 Gail Denese Bennett

Date _____

Signature _____

Name Wilson Scott Bennett

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

28 Woodland Loop, Edgewater WA 6027

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 Structual 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. 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

28 Woodland Loop, Edgewater WA 6027

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
1465	**305**

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

REGISTRAR OF TITLES WESTERN AUSTRALIA

LAND DESCRIPTION:

LOT 265 ON PLAN 11947

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

GAIL DENESE BENNETT
WILSON SCOTT BENNETT
BOTH OF 28 WOODLAND LOOP EDGEWATER WA 6027
AS JOINT TENANTS

(T P143921) REGISTERED 13/5/2022

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

1. B472167 EASEMENT TO METROPOLITAN WATER SUPPLY SEWERAGE AND DRAINAGE BOARD. SEE SKETCH ON VOL 1465 FOL 305. REGISTERED 6/2/1978.
2. B562725 RESTRICTIVE COVENANT BURDEN REGISTERED 26/7/1978.
3. P143922 MORTGAGE TO MACQUARIE BANK LTD REGISTERED 13/5/2022.

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:	1465-305 (265/P11947)
PREVIOUS TITLE:	1464-100
PROPERTY STREET ADDRESS:	28 WOODLAND LOOP, EDGEWATER.
LOCAL GOVERNMENT AUTHORITY:	CITY OF JOONDALUP

LANDGATE COPY OF ORIGINAL NOT TO SCALE 08/01/2026 10:30 AM Request number: 69251608

Landgate
www.landgate.wa.gov.au

ORIGINAL – NOT TO BE REMOVED FROM OFFICE OF T

CT 1465 0305 F

1465 305

Application B326764 WESTERN AUSTRALIA

Volume 1464 Folio 100

CERTIFICATE OF TITLE

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

VOL. 1465 FOL. 305

Page 1 (of 2 pages)

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.

REGISTRAR OF TITLES

DATED 11th May, 1977

ESTATE AND LAND REFERRED TO

Estate in fee simple in portion of Perthshire Location 101 and being Lot 265 on Plan 11947, delineated and coloured green on the map in the Third Schedule hereto.

FIRST SCHEDULE (continued overleaf)

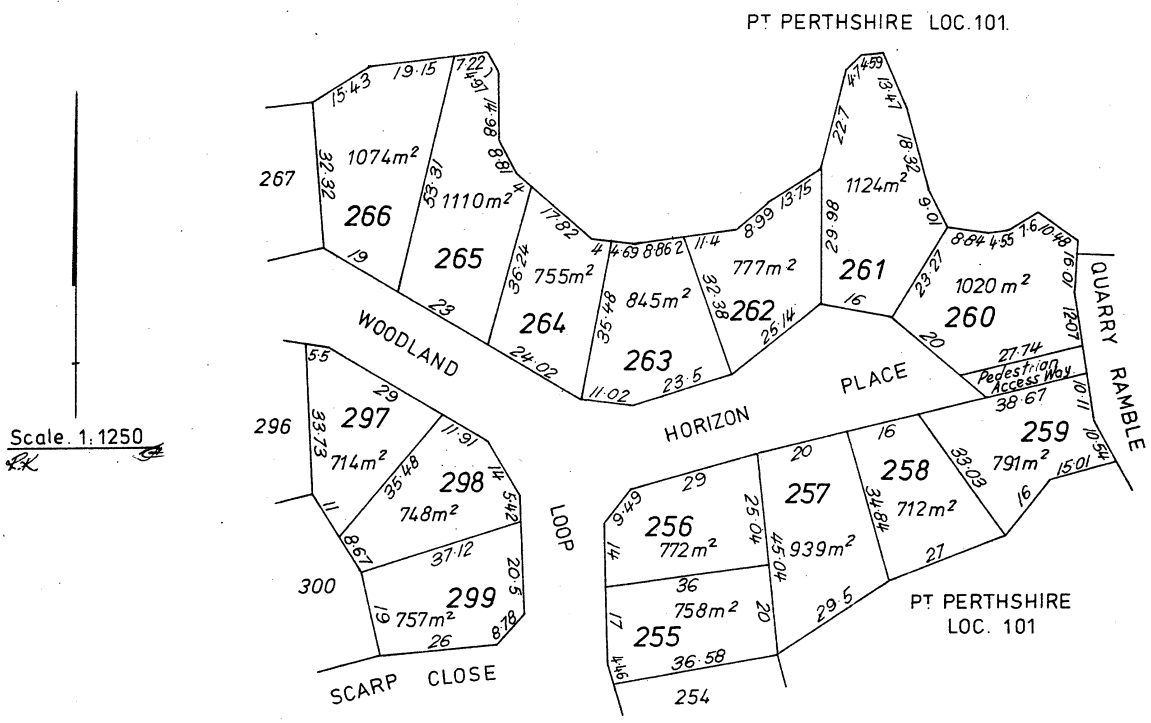
~~R.D.C. Projects (W.A.) Pty. Limited of 290 Scarborough Beach Road, Osborne Park.~~

SECOND SCHEDULE (continued overleaf)

~~1. MORTGAGE B121684 to Town & Country Permanent Building Society. Registered 24.3.76 2.40 o'c.~~ Discharged (B562724 26.7.78)

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.

53083/12/75–20M–S/2860

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

Superseded - Copy for Sketch Only

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Landgate
www.landgate.wa.gov.au

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LT. 37

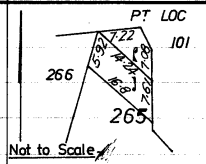
FIRST SCHEDULE (continued)

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 NATURE	INSTRUMENT NUMBER	REGISTERED	TIME	SEAL	INITIALS
Kevin Ian Russell, Manager, and Eileen Russell, Bookkeeper Typist, both of 12 Ridge Close, Edgewater, as joint tenants	Transfer	B562725	26.7.78	2.55		
The correct address of the registered proprietors is now 28 Woodland Loop, Edgewater.	By	C944590	25.1.85	9.14		

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 NATURE	INSTRUMENT NUMBER	PARTICULARS	REGISTERED	TIME	SEAL	INITIALS	CANCELLATION	NUMBER	REGISTERED OR LODGED	SEAL	INITIALS
	Transfer	B472167	 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 Water rights as set out in the said Transfer is granted to Metropolitan Water Supply Sewerage and Drainage Board.	6.2.78	11.55							
2.	~~Mortgage~~	~~B562726~~	~~to Town & Country Permanent Building Society~~	~~26.7.78~~	2.55			Discharged	C95818	11.3.81		
1.	Transfer	B562725	contains a restrictive covenant	26.7.78	2.55							
2.	~~Mortgage~~	~~C95820~~	~~to Commonwealth Trading Bank of Australia~~	~~11.3.81~~	~~10.28~~			Discharged Dup title not prod.	C359728	19.5.82		
1.	~~Mortgage~~	~~C95819~~	~~to Commonwealth Savings Bank of Australia~~	~~11.3.81~~	~~10.28~~			Discharged	C863028	24.9.84		
	Mortgage	C944590	to National Australia Bank Ltd.	25.1.85	9.14			Discharged	F153292	2.4.93		
	Mortgage	E254966	to National Australia Savings Bank Ltd.	12.12.89	8.51			Discharged	F153291	2.4.93		
	Mortgage	G387461	to National Australia Bank Ltd.	3.2.97	8.46							

CERTIFICATE OF TITLE VOL. 1465 FOL. 305

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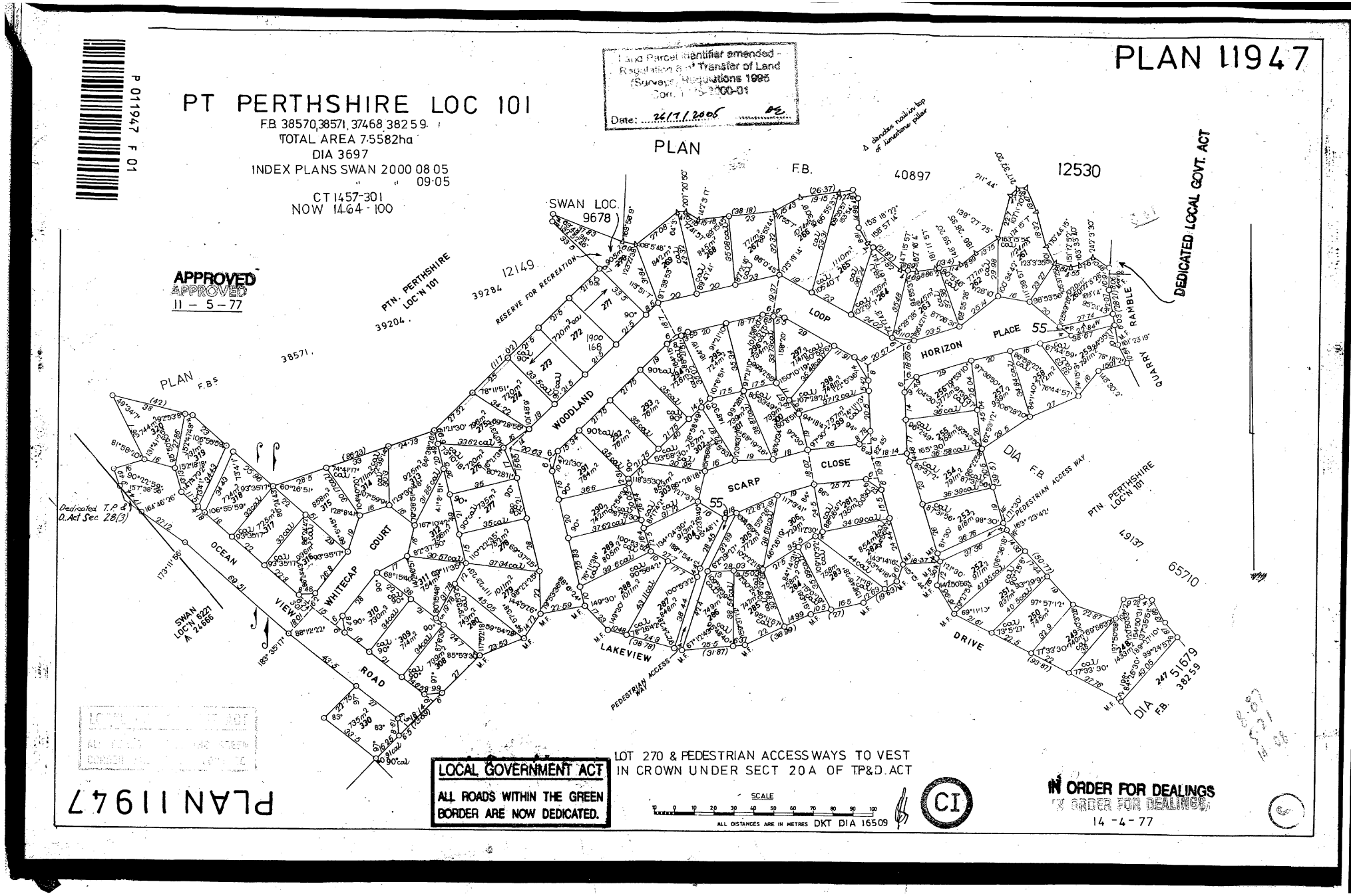
LANDGATE COPY OF ORIGINAL NOT TO SCALE 08/01/2026 10:30 AM Request number: 6925161



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Plan 11947

Lot	Certificate of Title	Lot Status	Part Lot
0	N/A	Retired	
55	2753/138	Registered	
55	1464/100 (Cancelled)	Registered	
248	1465/288 (Cancelled)	Retired	
249	1465/289	Registered	
250	1465/290	Registered	
251	1950/817	Registered	
252	1996/175	Registered	
253	1465/293	Registered	
254	1465/294	Registered	
255	1465/295	Registered	
256	1465/296	Registered	
257	1465/297	Registered	
258	1465/298	Registered	
259	1465/299	Registered	
260	1465/300	Registered	
261	1465/301	Registered	
262	1465/302	Registered	
263	1465/303	Registered	
264	1465/304	Registered	
265	1465/305	Registered	
266	SP61001	Strata'd	
266	1465/306 (Cancelled)	Strata'd	
267	1465/307	Registered	
268	1465/308	Registered	
269	1465/309 (Cancelled)	Retired	
271	1465/310	Registered	
272	1900/168	Registered	
273	1465/312	Registered	
274	1465/313	Registered	
275	1465/314	Registered	
276	1465/315	Registered	
277	1465/316	Registered	
278	1465/317	Registered	
279	1465/318	Registered	
280	1465/319	Registered	
281	1465/320	Registered	
282	1465/321	Registered	
283	1465/322	Registered	
284	1465/323	Registered	
285	1465/324	Registered	
286	1465/325	Registered	
287	1465/326	Registered	
288	1465/327	Registered	
289	1465/328	Registered	

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Plan 11947

Lot	Certificate of Title	Lot Status	Part Lot
290	1465/329	Registered	
291	1465/330	Registered	
292	1465/331	Registered	
293	1465/332	Registered	
294	1465/333	Registered	
295	1465/334	Registered	
296	1465/335	Registered	
297	1465/336	Registered	
298	1465/337	Registered	
299	1465/338	Registered	
300	1465/339	Registered	
301	1465/340	Registered	
302	1465/341	Registered	
303	1465/342	Registered	
304	1465/343	Registered	
305	1465/344	Registered	
306	1465/345	Registered	
308	1465/346	Registered	
309	1465/347	Registered	
310	1465/348	Registered	
311	1465/349	Registered	
312	1465/350	Registered	
313	1465/351	Registered	
314	1465/352	Registered	
315	1465/353	Registered	
316	1465/354	Registered	
317	1465/355	Registered	
318	1640/834	Registered	
319	1465/357	Registered	
320	1465/358	Registered	
330	1465/359	Registered	
9678	LR3047/727	Registered	

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Form B2

WESTERN AUSTRALIAN STAMP DUTIES

10

Exempt (Section 119) Stamp Act 1921

DEC-77 431896 $ * * G NOPLST $***0.00

for COMMISSIONER OF STATE TAXATION

B472167

WESTERN AUSTRALIA.
Transfer of Land Act 1893 as amended
Blank Instrument Form (see footnote)

No.

a. Insert type of document here.

a. DEED OF GRANT

THIS DEED OF GRANT made this 20th day of December One thousand Nine hundred and Seventy Seven B E T W E E N R.D.C. PROJECTS (W.A.) PTY. LIMITED of 290 Scarborough Beach Road, Osborne Park in the State of Western Australia (hereinafter called "the Grantor") of the one part AND the METROPOLITAN WATER SUPPLY SEWERAGE AND DRAINAGE BOARD a body corporate constituted by the provisions of the Metropolitan Water Supply, Sewerage and Drainage Act, 1909 as amended of 2 Havelock Street, West Perth in the said State (hereinafter called "the Grantee") of the other part

W H E R E A S:

(a) The Grantor is registered as the Proprietor of an estate in fee simple in the land described in the Schedule hereto (hereinafter called "the said land ")

(b) The Grantor has agreed as a condition of subdivision of the said land to grant to the Grantee as easement over that portion of the said land as is delineated and coloured green on the plan attached hereto (hereinafter called "the affected land") for all or any one or more of the purposes hereinafter contained

NOW THIS INDENTURE WITNESSETH:

1. THAT in consideration of the premises and for no monetary consideration whatsoever the Grantor being registered as the Proprietor of an estate in Fee simple in the said land SUBJECT TO the encumbrances notified hereunder on behalf of himself and his successors in title the Registered Proprietor or Proprietors for the time being of the said land HEREBY TRANSFERS AND GRANTS unto the Grantee full and free right and liberty to and for the Grantee From time to time and at all times hereafter to use any of the aforesaid pipelines for the passage or conveyance of water

2. THE GRANTOR for himself and his successors in title the Registered Proprietor or Proprietors for the time being of the said land HEREBY COVENANTS with the Grantee

(a) Not without the consent of the Grantee on each occasion first had and obtained:

(i) to make or erect or cause permit or suffer to be made or erected any building or improvement on part of either under upon or over the affected land

(ii) to plant or cause permit or suffer to be planted any trees or shrubs on the affected land

(iii) to place or cause permit or suffer to be placed or to remain on the affected land or any part thereof anything 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

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

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(b) To indemnify and keep indemnified the Grantee from and against all damage

(i) Caused to any of the aforesaid pipelines or any of the fittings by or arising out of or incidental to the construction making or erection of any building or improvement constructed made or erected on the said land by any person or corporation other than the Grantee

(l) By its workmen officers servants agents contractors and others acting under the authority of the Grantee with or without vehicles or motor or other mechanised vehicles laden or unladen from time to time and at all times hereafter to enter upon the affected land for all or any of the purposes of constructing extending maintaining altering or improving

(a) the existing pipeline or any other pipeline for the carriage of Water through under or upon the affected land, and

(b) any apparatus connected with and requisite to secure the safe and proper working of any of the aforesaid pipelines (which apparatus is hereinafter referred to as "the fittings") and for all or any of such purposes

(i) to make surveys and take levels of the affected land and set out such parts as it may think fit and to use any earth stones and other things taken therefrom

(ii) to construct extend maintain alter and improve any of the aforesaid pipelines and fittings or any or more of them through under or upon the affected land

(iii) 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 pipelines and fittings or any one or more of them

(iv) to open cleanse and repair any of the aforesaid pipelines and fittings or any one or more of them or alter the position or construction thereof within the affected land

(ii) caused by or arising from or incidental to any such damage to any of the said pipelines or fittings as is referred to in sub-paragraph (i) of this paragraph

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3. AND the Grantee HEREBY COVENANTS with the Grantor and his 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 reinstate and make good the surface of the affected land 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 pipeline or fitting 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.

SCHEDULE

Portion of Perthshire Location 101 and being lot 265 on plan 11947 and being the whole of the land comprised in Certificate of Title Volume 1465 Folio 305

AS WITNESS the execution of these presents the day and year first hereinbefore written

THE COMMON SEAL of the METROPOLITAN WATER SUPPLY SEWERAGE AND DRAINAGE BOARD was hereto affixed by :

COMMON SEAL

Chairman

General Manager

in the presence of

CLASSIFIED OFFICER IN STATE PUBLIC SERVICE M.W.S.S. & D. BOARD

THE COMMON SEAL OF R.D.C. PROJECTS (W.A.) PTY. LIMITED was hereunto affixed by authority of a resolution of the Board of Directors in the presence of:

R.D.C. PROJECTS (W.A.) PTY. LIMITED COMMON SEAL

Director

Secretary

THE COMMON SEAL OF TOWN & COUNTRY PERMANENT BUILDING SOCIETY was affixed hereto by the authority of the Directors in the presence of:

DIRECTOR SECRETARY

Encumbrances; Mortgage Bl 21 684 to Town & Country Permanent Building Society

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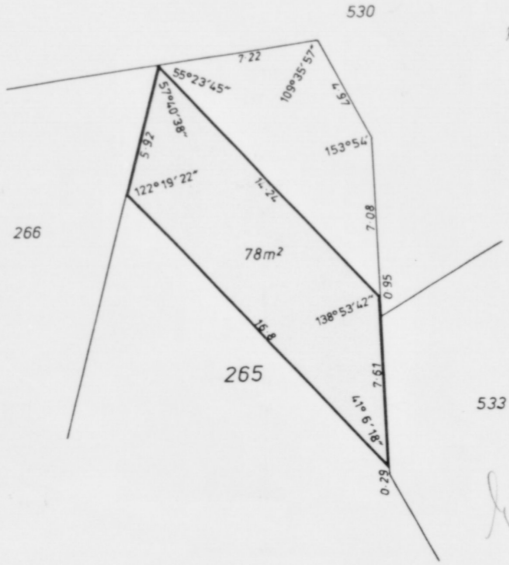
EASEMENT
150mm Sewer Protection

MWB FILE 439841/77
CAL BOOK 1 PAGE 67
EDGEWATER
SWAN 2000 9.05

M.W.B.
SCHEDULE
EASEMENT REQUIRED OVER
LOT 265 OF PERTHSHIRE LOC 101
ON L.T.O. PLAN 11947
C.T. 1465/305
Scale 1: 200

CHAIRMAN

GENERAL MANAGER



R.J.C. PROJECTS (WA) PTY. LIMITED

E 671

K.W.CLARKSON
SEPT 1977

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No. 1978 FEB 6 AM 11:54
B472167

FEES (office use)	$	c
	18	

Parties

Lodged by R.D.C. PROJECTS (W.A.) PTY. LIMITED
Address 290 SCARBOROUGH BEACH ROAD
OSBORNE PARK W.A. 6017
Phone No. Phone 444 5611

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

c/t to murray setts.

DUP C/T PRODUCED

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

1. DUP EASE
2.
3.
4.
5.
6.

Received items
No's 1

Rec. Clerk.

BELOW THIS LINE FOR OFFICE USE ONLY

Encumbrances not notified on face.

New Titles to issue or Endorsing instruction.

EXAMINED

SANDS & McDOUGALL
STOCK FORM 324

T14

Registered 6th February 1978
at 11-54 o'clock and
particulars entered in the Register Book.

Initials of Signing Officer
S

REGISTRAR OF TITLES

Endorse

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Form T2.

WESTERN AUSTRALIAN STAMP DUTIES

14-JUL-78 565852 $ * * D S/DLST $***0.25

WESTERN AUSTRALIA.
Transfer of Land Act 1893 as amended

No. B562725

TRANSFER OF LAND

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

Portion of Perthshire Location 101 and being lot 265 on plan 11947 and being the whole of the land comprised in Certificate of title Volume 1465 folio 305

ESTATE AND INTEREST BEING TRANSFERRED. Fee simple, Leasehold or as the case may be.

Fee simple

ENCUMBRANCES. If none, insert 'Nil'.

Transfer B472167 Certain water rights to the Metropolitan Water Supply Sewerage and Drainage Board

TRANSFEROR. Full name, address and occupation.

R.D.C. PROJECTS (W.A.)PTY. LIMITED of
290 Scarborough Beach Road,
Osborne Park.

CONSIDERATION IN WORDS.

TWENTY FIVE THOUSAND FIVE HUNDRED AND FIFTY DOLLARS ($25,550.00)

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.

KEVIN IAN RUSSELL Manager and EILEEN RUSSELL Bookeeper Typist
both of 12 Ridge Close, Edgewater.
As Joint Tenants.

10/7/78.

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

STOCK FORM 317

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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)

And the transferees for themselves and their successors in title and the registered proprietor for the time being of the land hereby transferred hereby covenant with the transferor and its successors in title and the registered proprietor or proprietors of the land to which the benefit of the following covenants is appurtenant more particularly described hereunder that

1. *The transferee will not erect or permit or suffer the erection on the said land of any building unless the external building materials are compatible with those of buildings erected on other Lots on plan 11947*
2. *The transferee will not carry out or permit to be carried out or suffer the carrying out on the said land of any landscaping to the front elevation only unless the same is compatible with landscaping on other lots on plan 11947*
3. *And the benefit of these covenants is appurtenant to all of the Lots on plan 11947 except the within transferred Lot."*

Covenant KGA
K.C.

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

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Dated this 10th day of JULY 1978

TRANSFERORS SIGN HERE (see note 1)

b. Signature. Signed (b)

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

THE COMMON SEAL OF R.D.C. PROJECTS (W.A.)PTY. LIMITED was hereunto affixed by authority of a resolution of the Board of Directors in the presence of:

Signed (b)

in the presence of (c)

Director

d. Add attestations as required. (d)

Secretary

R.D.C. PROJECTS (W.A.) PTY. LIMITED COMMON SEAL

TRANSFEREES AND OTHER PARTIES SIGN HERE (see note 1)

Signed (b) K R Russell

in the presence of (c) address W H Russell 7 Grand Promenade, Mattam, Pensioner

Signed (b) E R Eileen Russell

in the presence of (c) address W H Russell 7 Grand Promenade Mattam Pensioner

(d)

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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. B562725

TRANSFER

FEES (office use)	$	c
	18	-

Parties .....

.....

.....

1978 JUL 26 PM 2:55

Lodged by

Address MURRAY SETTLEMENTS 297-305 MURRAY STREET PERTH

Phone No.

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

3

2

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

1. .....
2. .....
3. .....
4. .....
5. .....
6. .....

Received items

No's .....

Rec. Clerk. .....

BELOW THIS LINE FOR OFFICE USE ONLY

Encumbrances not notified on face.

Registered 26th July 1978

at 2.55 o'clock and

particulars entered in the Register Book.

New Titles to issue or Endorsing instruction. re 2 + covenant

Initials of Signing Officer.

EXAMINED.

REGISTRAR OF TITLES.

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