

# 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.  
**WARNING -** If the Purchase Price is \$750,000 or more a Withholding Tax 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 RA 74823 ACN 618 296 414 T/A First National Real Estate Genesis ABN 28 618 296 414**  
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 **164 Waterhall Road**  
Suburb **South Guildford** State **WA** Postcode **6055**  
Lot **603** ~~Deposited/Survey/Strata~~ Diagram/Plan **97941** Whole / ~~Part~~ Vol **2167** Folio **697**

A **deposit** of \$ \_\_\_\_\_ of which \$ **0.00** 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 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.

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

## 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

<b>Name</b>	Casey Leigh Walters		
<b>Address</b>	164 Waterhall Road		
<b>Suburb</b>	South Guildford	<b>State</b>	WA
		<b>Postcode</b>	6055
<b>Name</b>			
<b>Address</b>			
<b>Suburb</b>		<b>State</b>	
		<b>Postcode</b>	

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 
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#### RECEIPT OF DOCUMENTS

The Seller acknowledges receipt of the following documents:


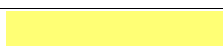
1. This offer and acceptance
2. 2022 General Conditions

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

#### COPYRIGHT

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04/22

## 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 <i>"Duplicate Certificate of Title"</i>	Delete the definition of <i>"Duplicate Certificate of Title"</i> .

**Buyer**

Signature  \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Signature  \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

**Seller**

Signature \_\_\_\_\_

Name Casey Leigh Walters

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

164 Waterhall Road, South Guildford WA 6055

**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 by 4PM on: (a\*)  /  /  \*complete (a) or (b) **OR**  
 (b\*) 14 days after acceptance ("Date")

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 before the 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 within 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 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) the Buyer may at any time within a further five (5) Business Days after that period ends, 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 builder registered in Western Australia with appropriate qualifications and using such other appropriately qualified persons, necessary 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 1. If nothing is inserted in clause 1 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 2018 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

164 Waterhall Road, South Guildford WA 6055

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

4PM on *\*complete one*

/  /  OR

("Date")

of the residential building and the  located upon the Property ("**Building**").

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 before the 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 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) the Buyer may at any time within a further Five (5) Business Days after that period ends, 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 builder registered in Western Australia with appropriate qualifications and using such other appropriately qualified persons, necessary to Repair any Damage set out in the Timber Pest 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 1. If no date is inserted in clause 1 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 2018 General Conditions.

**BUYER SIGNATURE**

**BUYER SIGNATURE**

**SELLER SIGNATURE**

**SELLER SIGNATURE**

**BUYER SIGNATURE**

**BUYER SIGNATURE**

**SELLER SIGNATURE**

**SELLER SIGNATURE**

WESTERN



AUSTRALIA

TITLE NUMBER

Volume Folio

**2167 697**

**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 603 ON DIAGRAM 97941

**REGISTERED PROPRIETOR:**  
(FIRST SCHEDULE)

CASEY LEIGH WALTERS OF 164 WATERHALL ROAD SOUTH GUILDFORD WA 6055  
(TP P446645 ) REGISTERED 10/2/2023

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

1. K972025 NOTIFICATION CONTAINS FACTORS AFFECTING THE WITHIN LAND. LODGED 12/6/2009.
2. P446646 MORTGAGE TO BENDIGO AND ADELAIDE BANK LTD REGISTERED 10/2/2023.

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: 2167-697 (603/D97941)  
PREVIOUS TITLE: 1727-702  
PROPERTY STREET ADDRESS: 164 WATERHALL RD, SOUTH GUILDFORD.  
LOCAL GOVERNMENT AUTHORITY: CITY OF SWAN

ORIGINAL: Not to be removed from the Department of Land Administration.

Application H181113

VOLUME FOLIO

Volume 1727 Folio 702

WESTERN



AUSTRALIA

2167 697

IN THE REGISTER

# CERTIFICATE OF TITLE

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



ORIGINAL CERTIFICATE OF TITLE

ORIGINAL CERTIFICATE OF TITLE

The person described in the First Schedule hereto is the registered proprietor of the undermentioned estate in the undermentioned land subject to the easements, encumbrances and notices shown in the Second Schedule hereto.

Dated 29<sup>th</sup> July, 1999

*J. Hyatt*  
REGISTRAR OF TITLES



### ESTATE AND LAND REFERRED TO

Estate in fee simple in portion of Helena Location 20a and being Lot 603 on Diagram 97941, delineated on the map in the Third Schedule hereto.

ORIGINAL CERTIFICATE OF TITLE

ORIGINAL CERTIFICATE OF TITLE

### FIRST SCHEDULE (continued overleaf)

~~Citi Fidelity Nominee Co. Pty. Ltd. of 117 Stirling Highway, Nedlands.~~



### SECOND SCHEDULE (continued overleaf)

NIL

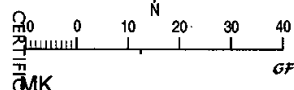
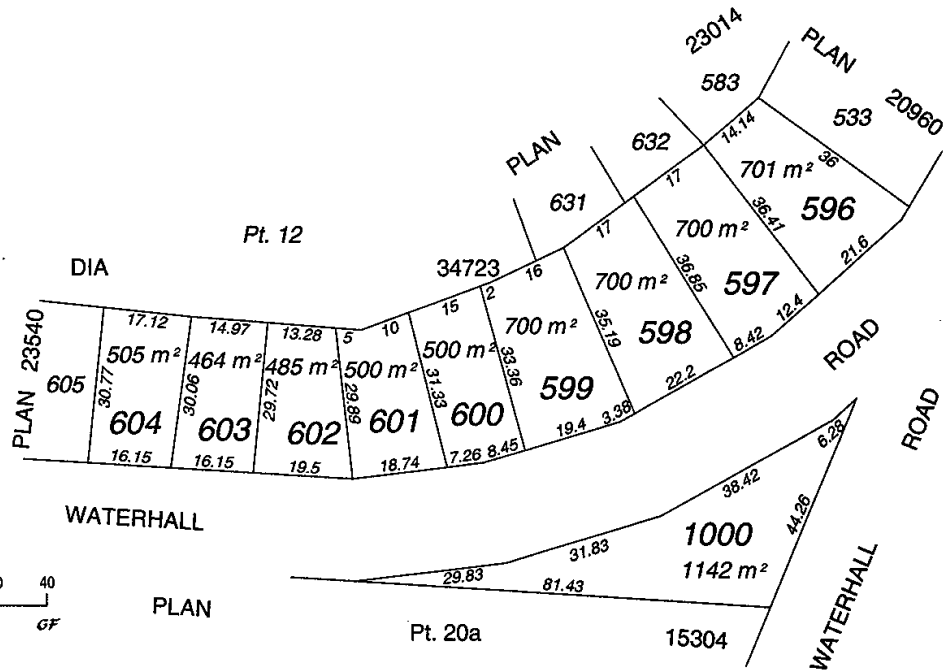
### THIRD SCHEDULE

ORIGINAL CERTIFICATE OF TITLE

ORIGINAL CERTIFICATE OF TITLE

ORIGINAL CERTIFICATE OF TITLE


ORIGINAL CERTIFICATE OF TITLE




NOTE: Entries may be affected by subsequent endorsements.

Superseded - Copy for Sketch Only



FIRST SCHEDULE (continued)				NOTE: ENTRIES MAY BE AFFECTED BY SUBSEQUENT ENDORSEMENTS			
PARTICULARS	INSTRUMENT		REGISTERED	TIME	SEAL & INITIAL		
	NATURE	NUMBER				REGISTERED or LODGED	SEAL & INITIAL
Rhonda Duggan and Rachel Elizabeth Newman both of 210 Old Farm Lane, Stoneville, as joint tenants.	Transfer	H344807	24.1.00	15.02			

SECOND SCHEDULE (continued)				NOTE: ENTRIES MAY BE AFFECTED BY SUBSEQUENT ENDORSEMENTS			
PARTICULARS	REGISTERED or LODGED	TIME	SEAL & INITIAL	CANCELLATION		REGISTERED or LODGED	SEAL & INITIAL
				NATURE	NUMBER		
Mortgage H344808 to Keystart Loans Ltd.	24.1.00	15.02					

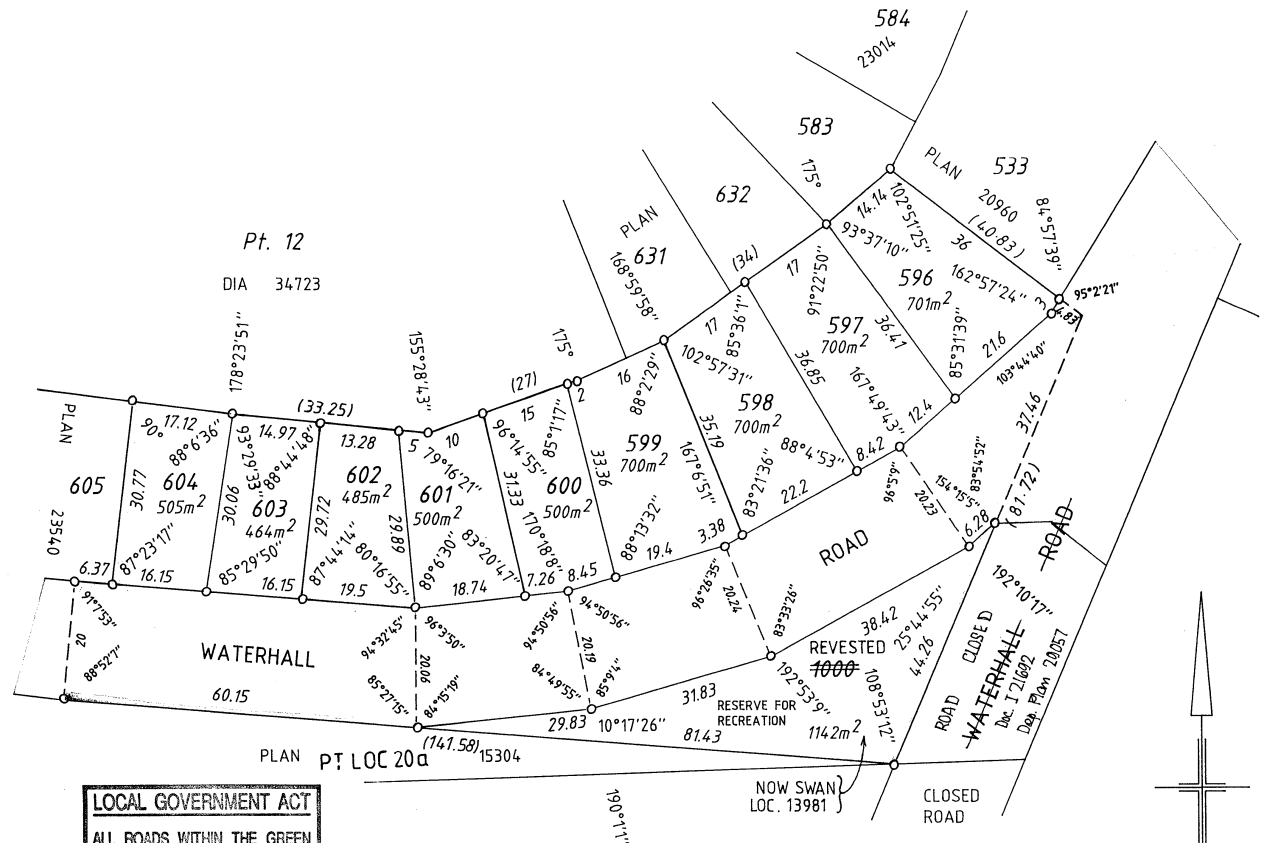
LAND DESCRIPTION	ON	CERTIFICATE OF TITLE	FIELD BOOK
PART LOT 12 OF HELENA LOCATION 20a	PLAN .....	VOLUME FOLIO	
	DIAGRAM ...34723	1727 702	68633 70826 79670 79671
	INDEX ..BG34(2)20:29&21:29		
	PUBLIC BG34(2)20:29&21:29		

**DIA 97941**



TOTAL AREA  
9977m<sup>2</sup>

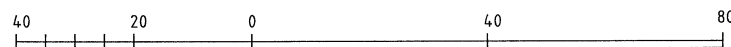
LOCAL AUTHORITY: SHIRE OF SWAN  
LOCALITY: SOUTH GUILDFORD



**LOCAL GOVERNMENT ACT**  
ALL ROADS WITHIN THE GREEN BORDER ARE NOW DEDICATED.

BERRYMAN & PTOLOMEY PTY. LTD.  
LICENSED LAND SURVEYORS  
66 CANNING HIGHWAY, VICTORIA PARK.  
PHONE ~ 9361 3732, 9361 5279  
FAX ~ 9470 9278

LOT 1000 (RESERVE FOR RECREATION) TO VEST IN THE CROWN UNDER SECTION 20A OF THE T. P. & D. ACT



drawn 2/4/99

**SUBDIVISION BY EARLY ISSUE PROCESS**

SURVEYOR'S CERTIFICATE—Reg 54 I, <b>R. J. McKINNEY</b> hereby certify that this plan is a correct representation of the survey and/or calculations from measurements recorded in the field book lodged for the purposes of this plan and that it complies with the relevant written law(s) in relation to which it is lodged. <i>R. J. McKinney</i> 17-5-99 LICENSED SURVEYOR DATE	APPROVED BY WESTERN AUSTRALIAN PLANNING COMMISSION FILE <b>109386</b> <i>[Signature]</i> DATE <b>15 JULY 1999</b> FOR CHAIRMAN		SCALE <b>1:800</b> ALL DISTANCES ARE IN METRES
	SURVEYOR'S CERTIFICATE—Compiled I, ..... hereby certify that this compiled plan— (a) is a correct and accurate representation of the survey(s) of the subject land; and (b) is in accordance with the relevant law in relation to which it is lodged. LICENSED SURVEYOR DATE	EARLY ISSUE <input checked="" type="checkbox"/> YES YES <input type="checkbox"/> LODGED DATE <b>21-5-99</b> FEE PAID \$ <b>568</b> ASSESS. No. <b>334862</b>	TYPE OF VALIDATION FULL AUDIT ..... LEGAL COMPONENT <i>A. Scullion</i> DOCKET PLAN/DIAGRAM ... <b>23440</b> CERTIFIED CORRECT <i>A. Scullion 28/4/99</i> F.S.C. .... <b>197-1999</b>



OFFICE OF TITLES  
DIAGRAM

**97941**

# Diagram 97941

<u>Lot</u>	<u>Certificate of Title</u>	<u>Lot Status</u>	<u>Part Lot</u>
596	2167/690	Registered	
597	2167/691	Registered	
598	2167/692	Registered	
599	2167/693	Registered	
600	2167/694	Registered	
601	2167/695	Registered	
602	2167/696	Registered	
603	2167/697	Registered	
604	2167/698	Registered	
1000	2167/699 (Cancelled)	Retired	
0	N/A	Retired	

**INSTRUCTIONS**

1. If insufficient space in any section, Additional Sheet, Form B1, should be used with appropriate headings. The boxed sections should only contain the words "see page ..."
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
3. 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.

**NOTES**

1. **DESCRIPTION OF LAND**  
Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated.  
Extent - Whole, part or balance of the land comprised in the Certificate of Title to be stated.  
The Volume and Folio number, to be stated.
2. **REGISTERED PROPRIETOR**  
State full name and address of the Registered Proprietors as shown on the Certificate of Title and the address / addresses to which future Notices can be sent.
3. **LOCAL GOVERNMENT / PUBLIC AUTHORITY**  
State the name of the Local Government or the Public Authority preparing and lodging this notification.
4. **FACTOR AFFECTING THE USE AND ENJOYMENT OF LAND**  
Describe the factor affecting the use or enjoyment of land.
5. **ATTESTATION OF LOCAL GOVERNMENT / PUBLIC AUTHORITY**  
To be attested in the manner prescribed by the Local Government Act or as prescribed by the Act constituting the Public Authority.
6. **REGISTERED PROPRIETOR'S EXECUTION**  
A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of the witness must be stated.

EXAMINED

OFFICE USE ONLY

**K972025 NR**

12 Jun 2009 14:38:10 Perth



REG \$ 105.00

**NOTIFICATION**

LODGED BY	McLeods
ADDRESS	220 - 222 Stirling Highway CLAREMONT WA 6010
PHONE No.	9383 3133
FAX No	9383 4935
REFERENCE No.	JM:SWAN-25862 Julia Marron
ISSUING BOX No.	346K

PREPARED BY	McLeods
ADDRESS	220 - 222 Stirling Highway CLAREMONT WA 6010
PHONE No.	9383 3133
FAX No.	9383 4935

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY.

Empty box for additional instructions or notes.

**TITLES, LEASES, DECLARATIONS ETC. LODGED HEREWITH**

1.	_____	Received Items
2.	_____	Nos.
3.	_____	
4.	_____	
5.	_____	
6.	_____	

*[Signature]*  
Receiving Clerk

Lodged pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.



NOTIFICATION UNDER SECTION 70A

SIGNED by the said KENNETH NEIL DORWARD in the presence of:

) *S. Doward* ✓

WITNESS SIGN: *[Signature]*

PRINT NAME: *Raelene ~~MINCHIN~~ MINCHIN*

ADDRESS: *75 ANACONDA RD South Gosnells WA 6110*

OCCUPATION: *Home Duties* ✓

SIGNED by the said SANDRA GENE DORWARD in the presence of:

) *S. Doward* ✓

WITNESS SIGN: *[Signature]*

PRINT NAME: *Raelene ~~MINCHIN~~ MINCHIN*

ADDRESS: *75 ANACONDA RD Gosnells WA 6110*

OCCUPATION: *Home Duties*

THE COMMON SEAL of the CITY OF SWAN was hereunto affixed in the presence of:



*[Signature]*  
EXECUTIVE MANAGER

**Robert James Cotter**  
(Print Full Name)

*[Signature]*  
CHIEF EXECUTIVE OFFICER

**Michael James Foley**  
(Print Full Name)

✓



**NOTIFICATION UNDER SECTION 70A**

## DESCRIPTION OF LAND (Note 1)

DESCRIPTION OF LAND (Note 1)	EXTENT	VOLUME	FOLIO
Lot 603 on Diagram 97941	Whole	2167	697

## REGISTERED PROPRIETOR (Note 2)

KENNETH NEIL DORWARD and SANDRA GENE DORWARD both of 164 Waterhall Road, South Guildford.

## LOCAL GOVERNMENT / PUBLIC AUTHORITY (Note 3)

CITY OF SWAN of PO Box 196, Midland.

## FACTOR AFFECTING USE OR ENJOYMENT OF LAND (Note 4)

Registered proprietors and prospective purchasers of the land described above or any part thereof ("the land") are notified that the land is situated above the 20 ANEF Contour as identified by Figure 1 of Western Australian Planning Commission Statement of Planning Policy 5.1 and may be affected by aircraft noise. Further information about aircraft noise, including development restrictions and noise insulation requirements for noise-affected property, is available on request from the City of Swan.

Dated this 11 / day of JUNE Year 2009

## LOCAL GOVERNMENT / PUBLIC AUTHORITY ATTESTATION (Note 5)

## REGISTERED PROPRIETOR/S SIGN HERE (Note 6)

For Execution see Page 3

For Execution see Page 3