# 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 6 Owl Lane
Suburb Gidgegannup State WA Postcode 6083
Lot 404 Deposited/Survey/Strata/Diagram/Plan 52905 Whole / ~~Part~~ Vol 2765 Folio 850
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.

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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** | Scott Antony Patterson | | | | |
| Address | 6 Owl Lane | | | | |
| | | | | | |
| Suburb | Gidgegannup | State | WA | Postcode | 6083 |
| **Name** | Amber Marie Patterson | | | | |
| Address | 6 Owl Lane | | | | |
| | | | | | |
| Suburb | Gidgegannup | State | WA | Postcode | 6083 |

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 Scott Antony Patterson

Date _____

Signature _____

Name Amber Marie Patterson

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

6 Owl Lane, Gidgegannup WA 6083

***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 ~~Consultant~~ 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**

6 Owl Lane, Gidgegannup WA 6083

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 |
| **2765** | **850** |

# 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 404 ON DEPOSITED PLAN 52905

**REGISTERED PROPRIETOR:**
(FIRST SCHEDULE)

AMBER MARIE COURTNEY
SCOTT ANTONY PATTERSON
BOTH OF 76 BLACKBOY WAY MORANGUP WA 6083
AS JOINT TENANTS

(T N787365 ) REGISTERED 13/12/2017

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

1. L587659 NOTIFICATION CONTAINS FACTORS AFFECTING THE WITHIN LAND. LODGED 28/3/2011.
2. N787366 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA REGISTERED 13/12/2017.

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:**

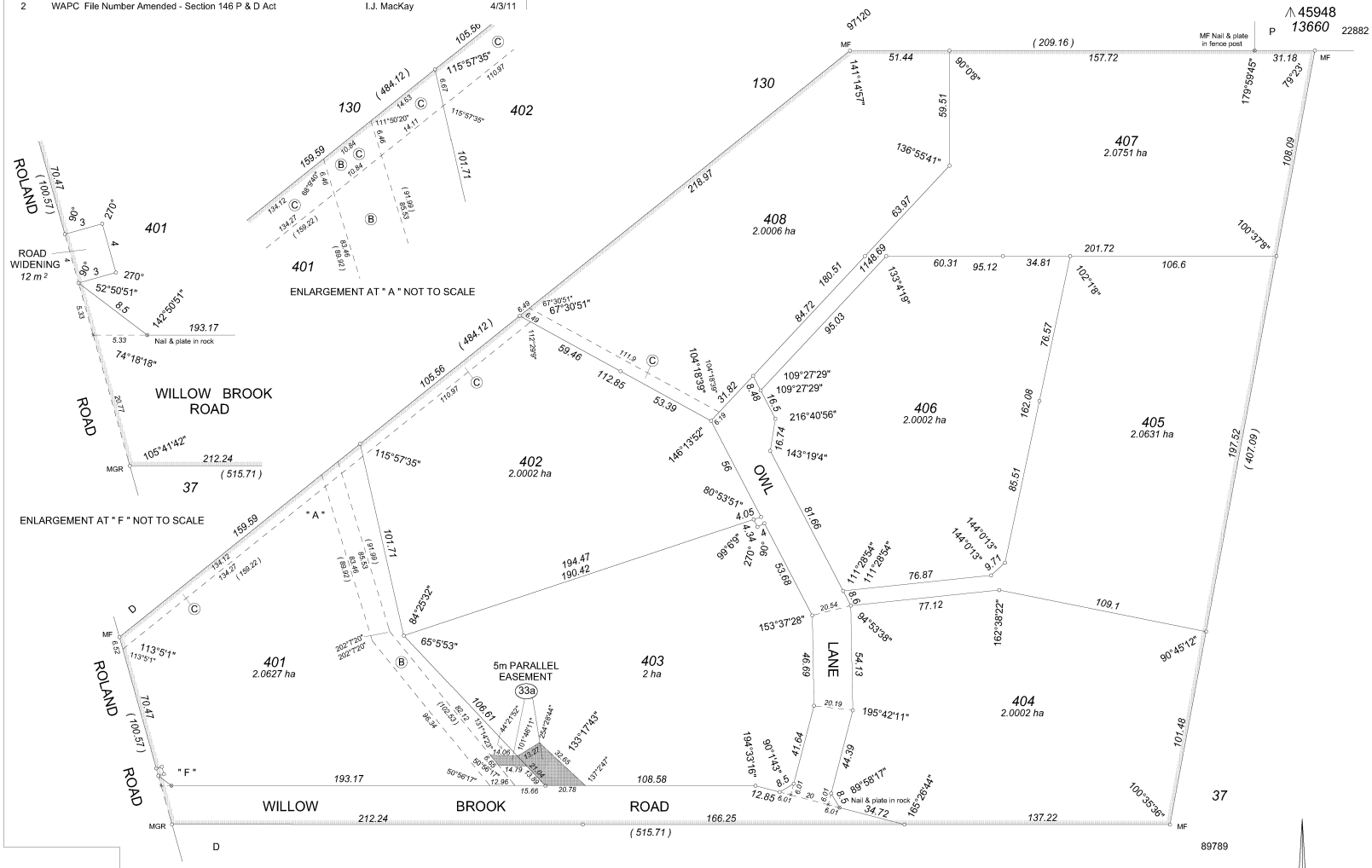
The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice.

| | |
|---|---|
| SKETCH OF LAND: | DP52905 |
| PREVIOUS TITLE: | 2070-118 |
| PROPERTY STREET ADDRESS: | 6 OWL LANE, GIDGEGANNUP. |
| LOCAL GOVERNMENT AUTHORITY: | CITY OF SWAN |

LANDGATE COPY OF ORIGINAL NOT TO SCALE 18/11/2025 10:32 AM Request number: 69050410

Landgate
www.landgate.wa.gov.au

| VER | AMENDMENT | AUTHORISED BY | DATE |
|---|---|---|---|
| 2 | WAPC File Number Amended - Section 146 P & D Act | I.J. MacKay | 4/3/11 |




## INTERESTS & NOTIFICATIONS

| SUBJECT | PURPOSE | STATUTORY REFERENCE | ORIGIN | LAND BURDENED | BENEFIT TO | COMMENTS |
|---|---|---|---|---|---|---|
| B | EASEMENT | | DOC A572472 | LOT 401 | SHIRE OF SWAN | DRAINAGE |
| 33a | EASEMENT ( DRAINAGE ) | SEC 167 OF THE P & D ACT REG 33(a) | THIS PLAN | LOTS 401 & 403 | CITY OF SWAN | |
| C | EASEMENT | | DOC L587660 | LOTS 401 , 402 & 408 | CITY OF SWAN | FIRE ESCAPES |
| | NOTIFICATION | SEC 70A OF THE TLA | DOC L587659 | LOTS 401 - 408 | | CITY OF SWAN |
| | NOTIFICATION | SEC 70A OF THE TLA | DOC L587659 | LOTS 401 - 408 | | WATER |

HELD BY LANDGATE IN DIGITAL FORM ONLY.


WILSON & MACKAY
LICENSED SURVEYORS
116 COPLEY ROAD
UPPER SWAN , W.A., 6069 .
PH - (08) 92964162
FAX - (08) 92964642


TYPE FREEHOLD
PURPOSE SUBDIVISION

PLAN OF

# LOTS 401 - 408 ( INCL ) ROADS , ROAD WIDENING AND EASEMENTS

SSA YES / NO

DISTRICT SWAN
TOWNSITE
FILE
LOCAL AUTHORITY CITY OF SWAN
LOCALITY GIDGEGANNUP

FORMER TENURE: LOT 8 ON D44052 C/T 2070 - 118
ON INDEX BG34 (10) 6.8

SCALE: 1 : 1500 at A2
ALL DISTANCE ARE IN METRES
0 50
FIELD BOOK 100776

SURVEYOR'S CERTIFICATE - Reg 54
I . . . I . MACKAY
hereby certify that this plan is accurate and is a correct representation of the -
(a) * survey; and / or
(b) * calculations from measurements ,
( * delete if inapplicable )
undertaken for the purposes of this plan and that it complies with the relevant written law(s) in relation to which it is lodged.
Ian Mackay 2009.01.05 15:27:49 +07'00'
Licensed Surveyor Date

SURVEYOR'S CERTIFICATE - Compiled
I . . . . . .
hereby certify that this compiled plan
(a) is a correct and accurate representation of the survey(s) of subject land ; and
(b) is in accordance with the relevant law in in relation to which it is lodged
Licensed Surveyor Date

APPROVED BY
WESTERN AUSTRALIAN PLANNING COMMISSION
FILE 141417
09-Mar-2011
DELEGATED UNDER S.16 OF THE P & D ACT 2005
DATE

LODGED
DATE 13-Jan-09
FEE PAID $629.00
ASSESS No. 4717595

TYPE OF VALIDATION
FULL AUDIT
LEGAL COMPONENT T.Goodman
DOCKET 01732-05/12
CERTIFIED CORRECT
I.S.C. 04-Mar-2011
F.S.C.

IN ORDER FOR DEALINGS
SUBJECT TO
Sections 167, 168(1), 168(2) & 168(3)
P & D Act & Section 70A T.L.A.
10-Mar-2011
FOR INSPECTOR OF PLANS & SURVEYS AUTHORIZED LAND OFFICER DATE

APPROVED
28-Mar-2011
INSPECTOR OF PLANS & SURVEYS AUTHORIZED LAND OFFICER DATE

GOVERNMENT OF WESTERN AUSTRALIA
Department of Land Information

DEPOSITED PLAN
52905
SHEET 1 OF 1
VERSION 2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Landgate
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# Deposited Plan 52905

| Lot | Certificate of Title | Lot Status | Part Lot |
|---|---|---|---|
| 401 | 2765/847 | Registered | |
| 402 | 2765/848 | Registered | |
| 403 | 2765/849 | Registered | |
| 404 | 2765/850 | Registered | |
| 405 | 2765/851 | Registered | |
| 406 | 2765/852 | Registered | |
| 407 | 2765/853 | Registered | |
| 408 | 2765/854 | Registered | |
| 0 | N/A | Registered | |
| 0 | N/A | Registered | |
| 0 | N/A | Registered | |

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Landgate
www.landgate.wa.gov.au

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.

ref:
J. Singleton re Notifications.

EXAMINED

OFFICE USE ONLY

L587659 NR
28 Mar 2011 14:56:33 Perth

REG $ 135.00

# NOTIFICATION

| | |
|---|---|
| LODGED BY | McLeods |
| ADDRESS | 220 - 222 Stirling Highway<br>CLAREMONT WA 6010 |
| PHONE No. | 9383 3133 |
| FAX No | 9383 4935 |
| REFERENCE No. | LT ~~28535 (28535~~-10.10.31-LT-Not\ 29159 |
| ISSUING BOX No. | 346K |

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

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

1 3 2/3

TITLES, LEASES, DECLARATIONS ETC. LODGED HEREWITH

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

Received Items

Nos. 0

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.

REGISTRAR OF TITLES WESTERN AUSTRALIA

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

EXECUTIVE MANAGER

Scott Davin Hollingworth
(Print Full Name)

CHIEF EXECUTIVE OFFICER

Michael James Foley
(Print Full Name)

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NOTIFICATION UNDER SECTION 70A

SIGNED by the said SHAUN KEVIN BAIN in the presence of: )

Witness sign:

Witness full name: Adele Cave

Address: PO Box 60, North Fremantle 6159

Occupation: BOOKKEEPER

EXECUTED BY EMERALD RIVER PTY LTD (ACN 058 351 312) pursuant to Section 127 of the Corporations Act: )

STUART KENNY
Full Name of Director

Signature of Director

FAYE KENNY
Full Name of Director/Secretary
**(Delete whichever designation is incorrect)**

Signature of Director/Secretary

EXECUTED BY KC BAIN PTY LTD (ACN 008 919 739) pursuant to Section 127 of the Corporations Act: )

Kevin John David Bain
Full Name of Director

Signature of Director

EXECUTED BY SNOWPEAK (2009) PTY LTD (ACN 136 639 962) pursuant to Section 127 of the Corporations Act: )

NATHAN JAY HEWITT
Full Name of Director

Signature of Director

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Factors Affecting use or Enjoyment of the Land

Registered proprietors and prospective purchasers of the land described above or any part thereof ("the land") are notified that the use of the land is subject to conditions of subdivision approval 141417 which affect the use of the land in the following manner:

1. No reticulated water supply can be provided to the land by a licensed water service supplier and as a consequence owners will be required to make their own arrangements to provide an adequate water supply of potable water;

2. The land is affected by the City of Swan Outline Development Plan No. 132. This plan requires all buildings to be within the specified building envelopes for each lot, a Revegetation Plan and a Fire Management Plan; and

3. A reticulated sewerage service will not be available to the land and that all future dwellings on the land will need to be connected to on-site effluent disposal system(s).

Further information in respect of the above may be obtained from the offices of the City of Swan.

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www.landgate.wa.gov.au

| Description of Land | Extent | Volume | Folio |
|---|---|---|---|
| Lot 401 on Deposited Plan 52905 | Whole | 2765 | 847 |
| Lot 402 on Deposited Plan 52905 | Whole | 2765 | 848 |
| Lot 403 on Deposited Plan 52905 | Whole | 2765 | 849 |
| Lot 404 on Deposited Plan 52905 | Whole | 2765 | 850 |
| Lot 405 on Deposited Plan 52905 | Whole | 2765 | 851 |
| Lot 406 on Deposited Plan 52905 | Whole | 2765 | 852 |
| Lot 407 on Deposited Plan 52905 | Whole | 2765 | 853 |
| Lot 408 on Deposited Plan 52905 | Whole | 2765 | 854 |

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FORM N 1

FORM APPROVED
NO. B2594

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

# NOTIFICATION UNDER SECTION 70A

| DESCRIPTION OF LAND (Note 1) | EXTENT | VOLUME | FOLIO |
|---|---|---|---|
| (See Page 2) | | | |

REGISTERED PROPRIETOR (Note 2)

SHAUN KEVIN BAIN, EMERALD RIVER PTY LTD (ACN 058 351 312), KC BAIN PTY LTD (ACN 008 919 739) and SNOWPEAK (2009) PTY LTD (ACN 136 639 962) all of Post Office Box 156, North Fremantle

LOCAL GOVERNMENT / PUBLIC AUTHORITY (Note 3)

CITY OF SWAN

FACTOR AFFECTING USE OR ENJOYMENT OF LAND (Note 4)

(See Page 3)

Dated this 2 day of February Year 2011

| LOCAL GOVERNMENT / PUBLIC AUTHORITY ATTESTATION (Note 5) | REGISTERED PROPRIETOR/S SIGN HERE (Note 6) |
|---|---|
| For Execution see Page 5 | For Execution see Page 5 |

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