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 923 Reen Road

Suburb Gidgegannup State WA Postcode 6083

Lot 10 ~~Deposited~~/~~Survey~~/~~Strata~~/~~Diagram~~/Plan 22114 Whole / ~~Part~~ Vol 2139 Folio 923

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.

2. The Buyer is aware and accepts "EASEMENT BENEFIT - SEE PLAN 22114 AND INSTRUMENT G861335" on the Certificate of Title.

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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 SUZANNE NAOMI GILTROW
Address 923 Reen Road
Suburb Gidgegannup State WA Postcode 6083

Name
Address
Suburb State Postcode

EMAIL: The Seller consents to Notices being served at:

[If a corporation, then the Seller executes this Contract pursuant to the Corporations Act.]

Signature	Date	Signature	Date
Signature	Date	Signature	Date

RECEIPT OF DOCUMENTS
The Buyer acknowledges receipt of the following documents:
1. This offer and acceptance
2. Strata disclosure & attachments (if strata)
3. 2022 General Conditions
4. Certificate of Title
5. Annexure of Changes to General Conditions (Form 198)

Signature Signature

RECEIPT OF DOCUMENTS
The Seller acknowledges receipt of the following documents:
1. This offer and acceptance
2. 2022 General Conditions
3. Annexure of Changes to General Conditions (Form 198)

Signature Signature

CONVEYANCER (Legal Practitioner/Settlement Agent)
The Parties appoint their Representative below to act on their behalf and consent to Notices being served on that Representative's email address.

	BUYER'S REPRESENTATIVE	SELLER'S REPRESENTATIVE
Name		
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 SUZANNE NAOMI GILTROW

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR MAJOR STRUCTURAL DEFECTS

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ANNEXURE [ ]

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

923 Reen Road, 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 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 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 [ ]

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

923 Reen Road, 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
2139	**923**

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 10 ON PLAN 22114

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

SUZANNE NAOMI GILTROW OF UNIT 2, 54 SHORT STREET, JOONDANNA

(T H480012) REGISTERED 22/6/2000

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

1. EASEMENT BENEFIT - SEE PLAN 22114 AND INSTRUMENT G861335.
2. EASEMENT BURDEN - SEE PLAN 22114 AND INSTRUMENT G861335.
3. H480013 MORTGAGE TO WESTPAC BANKING CORPORATION REGISTERED 22/6/2000.

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:	2139-923 (10/P22114)
PREVIOUS TITLE:	27-301A
PROPERTY STREET ADDRESS:	923 REEN RD, GIDGEGANNUP.
LOCAL GOVERNMENT AUTHORITY:	CITY OF SWAN

LANDGATE COPY OF ORIGINAL NOT TO SCALE 28/09/2023 04:52 PM Request number: 65660337

www.landgate.wa.gov.au

Superseded - Copy for Sketch Only

LT. 37

ORIGINAL—NOT TO BE REMOVED FROM DEPARTMENT OF LAND ADMINISTRATION

Application G861336 WESTERN AUSTRALIA

Volume 27 Folio 301A

REGISTER BOOK
VOL. FOL.
CT 2139 923

CERTIFICATE OF TITLE

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

VOL. 2139 FOL. 923

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 28th July, 1998

ESTATE AND LAND REFERRED TO

Estate in fee simple in portion of Swan Location 1316 and being Lot 10 on Plan 22114, delineated on the map in the Third Schedule hereto, together with an easement for Right of Carriageway created on the said Plan under Section 136C TLA, as set out in Easement G861335.

FIRST SCHEDULE (continued overleaf)

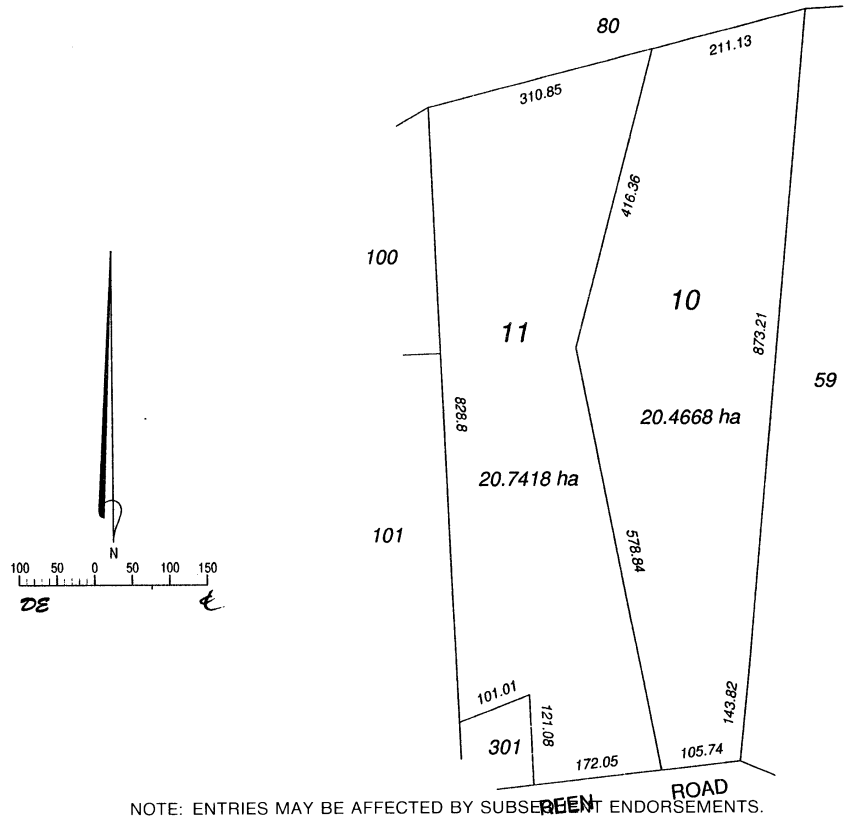
~~Clive Arthur Hamer and Joan Muriel Hamer, of an estate for life for their joint lives and~~ for the life of the survivor of them and Mark Hamer and ~~Robyn Dianne~~ Hamer, as joint tenants ~~of an estate in fee simple in remainder~~ expectant upon the death of the survivor of the said ~~Clive Arthur Hamer and the said Joan Muriel Hamer, all of 913 Reen Road, Gidgegannup.~~

SECOND SCHEDULE (continued overleaf)

~~1. MORTGAGE D287433 to Commonwealth Savings Bank of Australia. Registered 18.7.86 at 9.28 a.m. o'c.~~ Discharged H480011 22.6.00 .

2. EASEMENT G861335 for a Right of Carriageway created on Plan 22114 under Section 136C TLA. Registered 28.7.98 at 16.20 hrs.

THIRD SCHEDULE



NOTE: ENTRIES MAY BE AFFECTED BY SUBSEQUENT ENDORSEMENTS.

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

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Superseded - Copy for Sketch Only

LT. 37

FIRST SCHEDULE (continued) NOTE: ENTRIES MAY BE AFFECTED BY SUBSEQUENT ENDORSEMENTS

REGISTERED PROPRIETOR	INSTRUMENT NATURE	INSTRUMENT NUMBER	REGISTERED	TIME	SEAL	CERT. OFFICER
Suzanne Naomi Giltrow of Unit 2, 54 Short Street, Joondanna.	Transfer	H480012	22.6.00	8.23		

SECOND SCHEDULE (continued) NOTE: ENTRIES MAY BE AFFECTED BY SUBSEQUENT ENDORSEMENTS

INSTRUMENT NATURE	INSTRUMENT NUMBER	PARTICULARS	REGISTERED	TIME	SEAL	CERT. OFFICER	CANCELLATION	NUMBER	REGISTERED OR LODGED	SEAL	CERT. OFFICER
Mortgage	H480013	to Westpac Banking Corporation.	22.6.00	8.23							

CERTIFICATE OF TITLE VOL. 2139 FOL. 923

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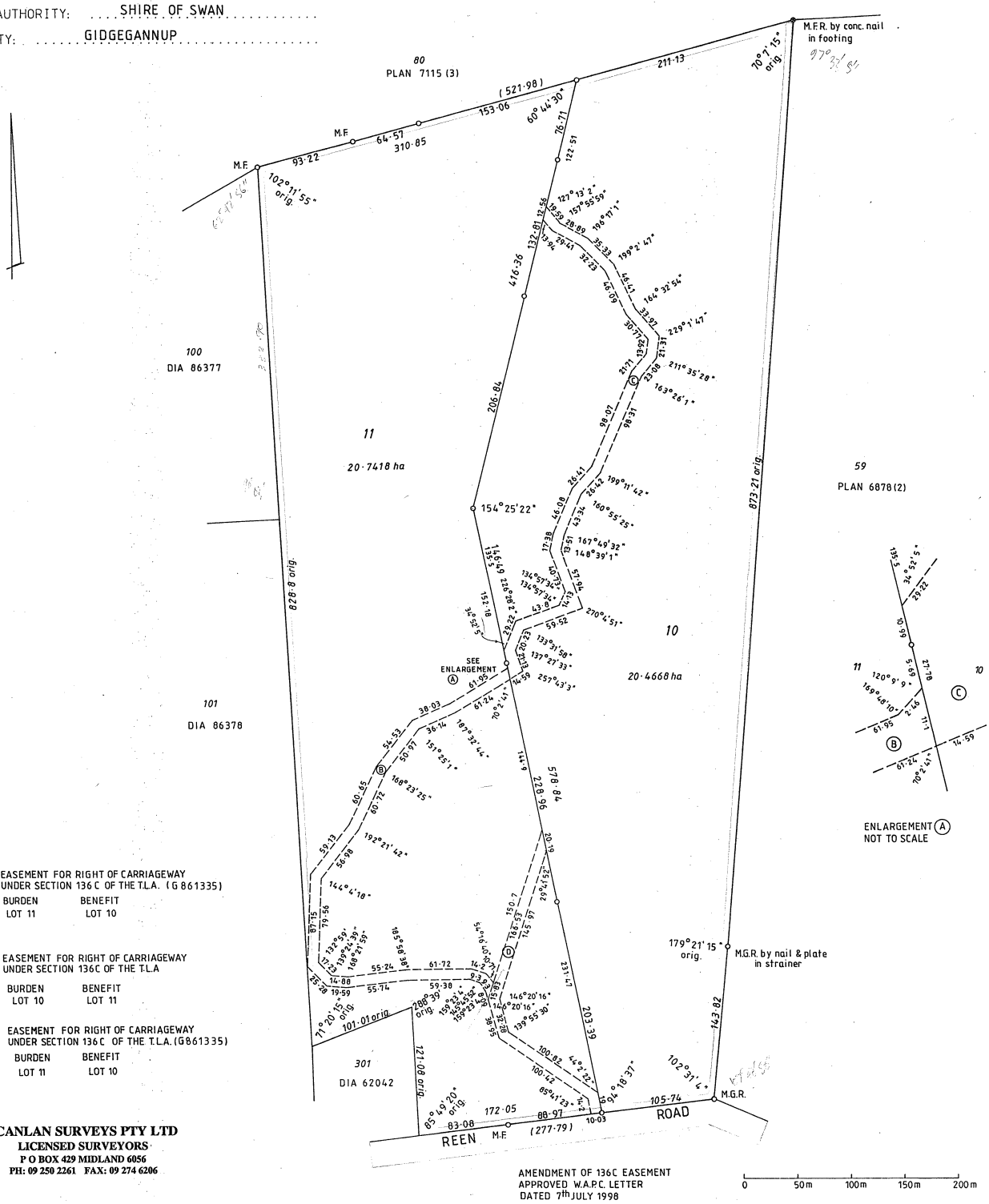
LAND DESCRIPTION	ON	CERTIFICATE OF TITLE	FIELD BOOK	TOTAL AREA
LOT 58 OF SWAN LOCATION 1316	PLAN 6878(2) DIAGRAM INDEX BG 35(10) 7:2 PUBLIC	VOLUME 27 FOLIO 301A	73963	41·2086 ha

PLAN 22114

LOCAL AUTHORITY: SHIRE OF SWAN

LOCALITY: GIDGEGANNUP



(B) EASEMENT FOR RIGHT OF CARRIAGEWAY UNDER SECTION 136C OF THE T.L.A. (G 861335)

BURDEN	BENEFIT
LOT 11	LOT 10

(C) EASEMENT FOR RIGHT OF CARRIAGEWAY UNDER SECTION 136C OF THE T.L.A

BURDEN	BENEFIT
LOT 10	LOT 11

(D) EASEMENT FOR RIGHT OF CARRIAGEWAY UNDER SECTION 136C OF THE T.L.A.(G861335)

BURDEN	BENEFIT
LOT 11	LOT 10

SCANLAN SURVEYS PTY LTD
LICENSED SURVEYORS
P O BOX 429 MIDLAND 6056
PH: 09 250 2261 FAX: 09 274 6206

AMENDMENT OF 136C EASEMENT APPROVED W.A.P.C. LETTER DATED 7th JULY 1998

0 50m 100m 150m 200m

SURVEYOR'S CERTIFICATE

REG 54: I MATTHEW BURGESS WHYTE hereby certify that:

(a) this plan of survey is a correct and accurate representation of the survey carried out by me personally / under my own personal supervision, inspection and field check, and recorded in field books lodged for the purposes of this plan of survey;

(b) the measurements are in strict accordance with the Licensed Surveyors (Guidance of Surveyors) Regulations 1961 and in particular regulations 23 and 34 of those regulations; and

(c) this survey and this plan of survey are in strict accordance with the requirements of the Licensed Surveyors (Guidance of Surveyors) Regulations 1961 and the relevant law in relation to which it is lodged.

Licensed Surveyor MBwhyte Date 10.4.97

REG 55D: I ..... hereby certify that:

(a) this plan is correct and was prepared under my supervision and is the result of calculations from measurements made by me personally / under my own personal supervision, inspection and field check as recorded in the field books lodged for the purposes of this plan;

(b) the measurements are in strict accordance with the Licensed Surveyors (Guidance of Surveyors) Regulations 1961 and in particular regulations 23 and 34 of those regulations; and

(c) this plan of survey conforms with the relevant law in relation to which it is lodged.

Licensed Surveyor ..... Date .....

APPROVED BY ~~STATE~~ W.A. PLANNING COMMISSION

FILE 101908

FOR CHAIRMAN

DATE 30-1-98

WITNESSED FOR PLANNING 23 JAN 1998 101908

SCALE 1:2500

ALL DISTANCES ARE IN METRES

LODGED

DATE 12:5:97

FEE PAID #253

ASSESSMENT No. 160938

TYPE OF VALIDATION

Full Audit

Legal Component S.M.I.

DOCKET ~~PLAN~~/DIAGRAM 93093

CERTIFIED CORRECT bgburton 21.5.97

F.S.C. No.

IN ORDER FOR DEALINGS

SUBJECT TO

Sec. 136C of T.L.A. 17.7.98

b.g. burton 3.2.98

FOR DIRECTOR OF PLANS & SURVEYS DATE

APPROVED 28-7-98 DATE

APPROVED

INSPECTOR OF PLANS & SURVEYS

DOLA

Department of LAND ADMINISTRATION

OFFICE OF TITLES PLAN 22114

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Plan 22114

Lot	Certificate of Title	Lot Status	Part Lot
10	2139/923	Registered	
11	2139/924	Registered	

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INSTRUCTIONS

1. This form may be used only when a "Box Type" form is not provided or is unsuitable. It may be completed in narrative style.
2. If insufficient space hereon Additional Sheet Form B1 should be used.
3. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
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.

NOTES

1. Insert document type.
2. 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.

G 861335 E
28 Jul, 1998 16:20:02 Midland

REG. $ 64.00

LODGED BY McLEOD & CO
Solicitors
Gibson Raison Settlements
P.O. Box 366, 220 Stirling Highway
ADDRESS Telephone: (08) 9274 6511 CLAREMONT WA 6010
Facsimile: (08) 9274 6818

PHONE No. 383 3133

FAX No. 385 2693

REFERENCE No. McL/C5 9580ease

ISSUING BOX No. 43 ~~346~~

PREPARED BY McLEOD & CO
SOLICITORS

ADDRESS 222 STIRLING HIGHWAY
CLAREMONT WA 6010

PHONE No. 383 3133 FAX No. 385 2693

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

(1) A

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. C/T Produced
2. _____ Received Items
3. _____ Nos.
4. _____
5. _____
6. _____ Receiving Clerk

Registered 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

EXAMINED Nc 38 (136c TLA)

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SIGNED by the said ROBYN DIANNE) D D Hamer
HAMER in the presence of:)

Witness sign: Joanne Smith

Witness name: JOANNE SMITH

Address: 01 QUALUP PLACE, WURDOWIE

Occupation: ARTIST ASSISTANT

MORTGAGEE'S CONSENT

THE COMMONWEALTH BANK OF AUSTRALIA (ACN 123 123 124) being the Mortgagee under Mortgage D287433 HEREBY CONSENTS to the Grant of Easement shown on Plan 22114.

DATED the 27 day of July 1998.

SIGNED BY MARILENA ARMANASCO
[illegible] BANK OF AUSTRALIA
[illegible]
[illegible] of the said Bank
in the presence of
[illegible]
[illegible] of the said Bank

COMMONWEALTH BANK OF AUSTRALIA
By its Attorney
M Armanasco
Manager
Conveyancing
P/A F494303

(9580EASE/JE/D)

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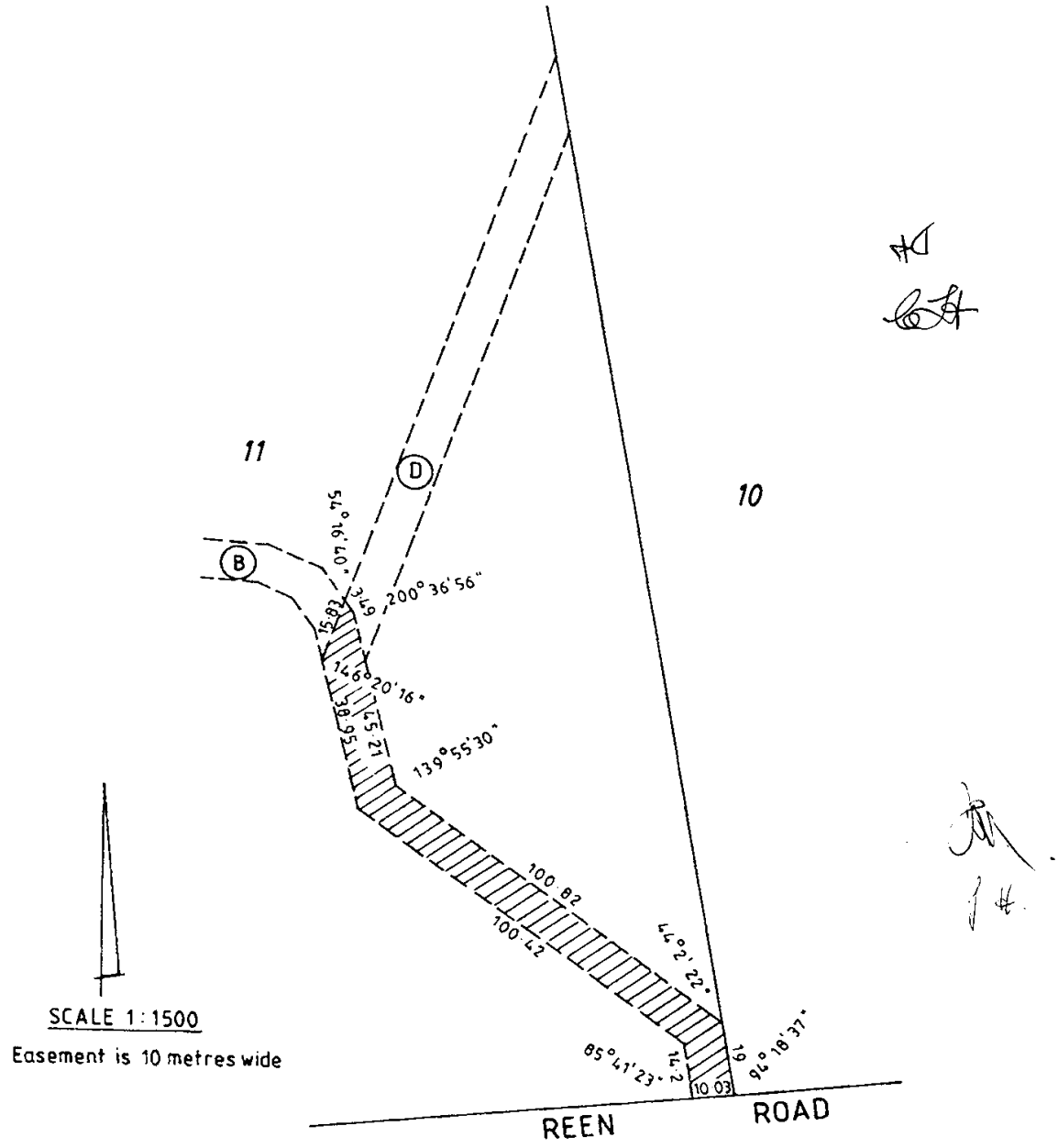
SKETCH OF PORTION OF EASEMENT (D) OVER LOT 11 OF SWAN LOCATION 1316 ON PLAN 22114



SCALE 1:1500

Easement is 10 metres wide

PREPARED BY:

SCANLAN SURVEYS PTY LTD

LICENSED SURVEYORS

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SCHEDULE

Item 1: ENCUMBRANCES

Mortgage D287433

EXECUTED as a Deed.

SIGNED by the said CLIVE ARTHUR HAMER in the presence of:)

Witness sign: Joanne Smith
Witness name: JOANNE SMITH
Address: 91 QUACUP PLACE, WUNDOWIE
Occupation: ARTIST ASSISTANT

SIGNED by the said JOAN MURIEL HAMER in the presence of:)

Witness sign: Joanne Smith
Witness name: JOANNE SMITH
Address: 91 QUACUP PLACE, WUNDOWIE,
Occupation: ARTIST ASSISTANT

SIGNED by the said MARK HAMER in the presence of:)

Witness sign: Joanne Smith
Witness name: JOANNE SMITH
Address: 91 QUACUP PLACE, WUNDOWIE
Occupation: ARTIST ASSISTANT

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of Western Australia Inc. and the costs of that arbitration shall be borne equally between the parties.

4.4 The Grantor and the Grantee HEREBY ACKNOWLEDGE AND AGREE that either party shall if that party wishes to do so, have the right to enter any of Easements B, C and D, whichever is applicable, for the purposes of maintaining or repairing such Easement at that party's own expense but without affecting the provisions of subclause 4.3 hereof PROVIDED THAT such maintenance and repair shall be carried out expeditiously and between the hours of 8 am and 5 pm on any day.

4.5 The Grantor and the Grantee HEREBY AGREE that in the event that either party receives approval from the appropriate authorities to develop or subdivide that portion of the Land Burdened or Land Benefited of which it is the registered proprietor and such development or subdivision will encroach on the Easements the parties agree to vary the Easements in accordance with such approvals provided that the parties are provided with a similar reasonable and sufficient access to their respective land.

5. **INTERPRETATION**

Reference to the parties includes their personal representatives, successors and lawful assigns.

Where a reference to a party includes more than one person the rights and obligation of those persons shall be joint and several.

Headings have been inserted for guidance only and shall be deemed not to form part of the context.

The Schedule forms part of this Deed.

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where the consent of the Grantee is required pursuant to the terms of this grant, such consent shall not unreasonably be withheld; and

(b) in the event of the Grantor needing to obstruct a portion of the Easement temporarily for a purpose associated with the use of the Land Burdened, the Grantee will not unreasonably withhold its consent PROVIDED THAT the Grantor makes available to the Grantee a reasonable alternative right of way for the period of such temporary obstruction.

4. **FURTHER AGREEMENT**

4.1 The parties agree that the burden of Easements B, C and D is intended to run with the Land Burdened in the hands of whoever it may come to the benefit of the Land Benefited in the hands of whoever it may come subject only to the restrictions imposed on Easement B to take effect from 1 August 1999, and the restrictions imposed on Easement C set out in paragraph 1(b).

4.2 The rights of way comprising Easements B, C and D shall be constructed by the persons presently defined as "the Grantor" but that obligation shall not extend to any successor in title to the Grantor.

4.3 Other than in respect of the portion of Easement D which is shown hachured on the sketch annexed and in respect of the bridge which forms part of Easement D neither party shall be obliged to maintain or repair the Easements. In respect of the bridge which forms part of Easement D and that portion of Easement D which is hachured the parties shall maintain and repair those parts of Easement D equally and all costs and expenses shall be shared equally provided that in the event that the parties shall fail to reach agreement as to any repair or maintenance which one party considers necessary or desirable, the matter shall be referred to arbitration in accordance with the Commercial Arbitration Act 1985 and the Arbitrator shall be a legal practitioner appointed by the President for the time being of the Law Society

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2. **GRANTOR'S COVENANTS**

The Grantor HEREBY COVENANTS AND AGREES with the Grantee that:

(a) Grantor's Power

Notwithstanding anything made, done, omitted or knowingly suffered, the Grantor has full power to make the grant set out herein and assures the Grantee such grant shall remain to and be quietly held and enjoyed by the Grantee and the benefit thereof shall be received and taken accordingly without interruption or disturbance by the Grantor or any person claiming by, through, under or in trust for or in any way against the Grantor.

(b) No Obstruction of Easement

The Grantor will not construct erect or build or suffer to be constructed erected or built any building structure or obstruction whatsoever on the Easement or any part thereof or use or permit the Land Burdened to be used in such a way as to obstruct or interfere with the use of the Easement without the consent in writing of the Grantee first being obtained and nor will the Grantor construct or cause to be constructed any fence or obstruction on the boundary of the Land Burdened where the Easement adjoins the Land Benefited unless agreed to in writing by the Grantee.

3. **GRANTEE'S COVENANTS AND ACKNOWLEDGMENTS**

The Grantee acknowledges that:

(a) the rights created in the Easement herein are not granted exclusively and are granted by the Grantor in common with the corresponding rights of the Grantor and other persons lawfully entitled to exercise such rights and that

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Lot 11 and Lot 10 on Plan 22114 ("the Land Benefited") and to his, her or their tenants servants agents workmen visitors and other persons from time to time authorised by the Grantee under and by virtue of the provisions of section 136C of the Transfer of Land Act 1893 full and free right liberty power and authority from time to time and at all times hereafter and for all purposes to go, pass and repass either with or without vehicles over, along and across those portions of the Land Burdened shown marked "B", "C" and "D" on Plan 22114 ("Easements B, C and D") but in respect of:

(a) Easement B the right to go pass and repass from time to time and for all purposes is limited and remains valid only until 1 August 1999 and thereafter the Grantee shall have the full and free right liberty power and authority from time to time and at all times thereafter to go pass and repass over along and across Easement B only in the case of:

(i) emergency which shall include use by fire brigade ambulance and use by the Grantee in the case of fire or inclement weather, which makes any other access difficult or dangerous;

(ii) access for maintenance of fire breaks; and

(iii) usage by heavy delivery and construction vehicles for:

A the purposes of construction of buildings; and

B domestic purposes; and

(b) Easement C the right to pass and repass from time to time and at all times hereafter and for all purposes is limited to use for access to the northern portion of Lot 11 and the right does not extend to the use of the Easement itself for entertainment purposes.

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FORM B2

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED.

BLANK INSTRUMENT FORM

GRANT OF EASEMENT (Note 1)

THIS DEED is made the 27th. day of July 1998.

WESTERN AUSTRALIA STAMP DUTY
28-JUL-98 001186887-001
DEE
VALUE $
CD $ *********80.00 REN $**********.00

RECITALS:

A. Clive Arthur Hamer and Joan Muriel Hamer both of Pertivilla Reen Road, Gidgegannup as life tenants and Mark Hamer and Robyn Dianne Hamer both of Reen Road, Gidgegannup as proprietors of an estate in fee simple in remainder expectant upon the death of the life tenants (those parties together being "the Grantor") in land being Lot 58 on Plan 6878 and being the whole of the land comprised in Certificate of Title Volume 27 Folio 301A ("the Land") applied to the Western Australian Planning Commission ("WAPC") for approval to subdivide the Land.

B. WAPC on 20 November 1996 by approval No. 101908 approved the application to subdivide the Land into two lots, being Lot 10 and Lot 11 on Plan 22114.

C. The Land rises steeply and access to Lot 10 from the adjoining road is difficult.

D. For the purpose of access to Lot 10 the Grantor has created easements which are shown on Plan 22114 and marked "B", "C" and "D" on the sketch annexed and the Grantor enters into this Deed to set out the conditions of use of the easements.

OPERATIVE PART:

1. **GRANT OF EASEMENT**

The Grantor being registered as the proprietor for the time being in Lot 10 and Lot 11 on Plan 22114 ("the Land Burdened") HEREBY CREATES in favour of the registered proprietor for the time being and from time to time ("the Grantee") of

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