# 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 4 Laguardia Loop
Suburb Port Kennedy State WA Postcode 6172
Lot 382 Deposited/~~Survey/Strata/Diagram~~/Plan 32878 Whole / ~~Part~~ Vol 2532 Folio 865
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.

2. The buyer is aware the alarm system is decommissioned.

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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** Sarah Jayne Helen Campbell

Address 4 Laguardia Loop

Suburb Port Kennedy State WA Postcode 6172

**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 Sarah Jayne Helen Campbell

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

4 Laguardia Loop, Port Kennedy WA 6172

***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**

4 Laguardia Loop, Port Kennedy WA 6172

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 |
| **2532** | **865** |

# 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 382 ON DEPOSITED PLAN 32878

**REGISTERED PROPRIETOR:**
(FIRST SCHEDULE)

SARAH JAYNE HELEN CAMPBELL OF 4 LAGUARDIA LOOP PORT KENNEDY WA 6172
(T P685977 ) REGISTERED 24/8/2023

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

1. I377427 MEMORIAL. TOWN PLANNING AND DEVELOPMENT ACT 1928. REGISTERED 7/2/2003.
2. RESTRICTIVE COVENANT BENEFIT - SEE DEPOSITED PLAN 32878 AND INSTRUMENT I377428
3. RESTRICTIVE COVENANT BURDEN - SEE DEPOSITED PLAN 32878 AND INSTRUMENT I377428

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: | DP32878 |
| PREVIOUS TITLE: | 2523-483 |
| PROPERTY STREET ADDRESS: | 4 LAGUARDIA LOOP, PORT KENNEDY. |
| LOCAL GOVERNMENT AUTHORITY: | CITY OF ROCKINGHAM |

LANDGATE COPY OF ORIGINAL NOT TO SCALE 05/05/2026 09:56 AM Request number: 69782765

Landgate
www.landgate.wa.gov.au

LANDGATE COPY OF ORIGINAL NOT TO SCALE 05/05/2026 09:56 AM Request number: 69782765
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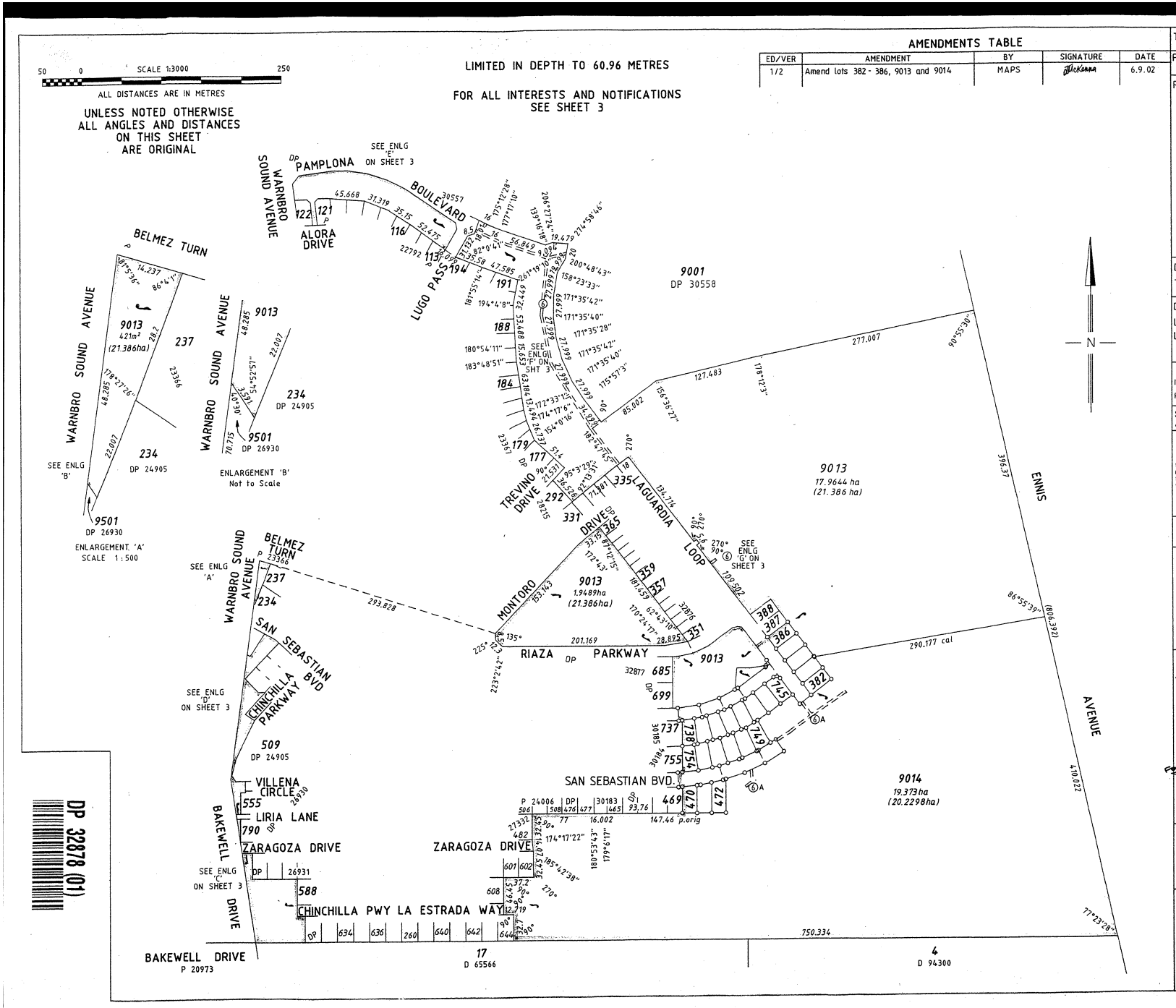



## AMENDMENTS TABLE

| ED/VER | AMENDMENT | BY | SIGNATURE | DATE |
|---|---|---|---|---|
| 1/2 | Amend lots 382 - 386, 9013 and 9014 | MAPS | | 6.9.02 |

TYPE FREEHOLD

PURPOSE SUBDIVISION

PLAN OF

LOTS 382-386, 470-472, 738-745, 749-754, 9013, 9014 ROADS, EASEMENTS AND RESTRICTIVE COVENANT

DISTRICT COCKBURN SOUND
TOWNSITE

EARLY ISSUE YES

DOLA FILE
LOCALITY PORT KENNEDY
LOCAL AUTHORITY CITY OF ROCKINGHAM

FORMER TENURE: SEE FORMER TENURE TABLE ON SHEET 3

ON
INDEX BG33(2) 08.19 08.20
PUBLIC

FIELD BOOK
76683
80358
88383

SCALE: 1 : 3000 ALL DISTANCES ARE IN METRES

MAPS Job Ref : 92080-101a DPSTG9A.CSD

SURVEYOR'S CERTIFICATE - Reg 54

I William S. GUEST hereby certify that:

this plan of survey is a correct 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.

Licensed Surveyor ..... Date 15/7/02

McMullen Nolan PO Box 117, South Perth WA 6951 Telephone: (08) 9474 1099 Facsimile: (08) 9474 1093

| LODGED | TYPE OF VALIDATION | APPROVED BY WESTERN AUSTRALIAN PLANNING COMMISSION |
|---|---|---|
| DATE 17-07-2002 | FULL AUDIT | FILE 118040 & 118041 |
| FEE PAID MEM $75 $143 | LEGAL COMPONENT ✓ | |
| ASSESS No. 352221 | DOCKET PLAN/DIAGRAM 31283 | |
| | CERTIFIED CORRECT 16.10.7.02 | |
| | F.S.C. 316-2002 | DATE |

IN ORDER FOR DEALINGS

SUBJECT TO
DEALING ON DP 32876,
SEC. 295(5) OF THE LOCAL GOVT ACT,
SEC^S 12A AND 27A OF THE T.P.&D. ACT
SEC. 67B OF THE W.A.P. ACT AND
SEC. 136D OF THE T.L.A.

for INSPECTOR OF PLANS & SURVEYS / AUTHORIZED LAND OFFICER ..... DATE 30.1.2003

APPROVED

APPROVED 7.2.2003

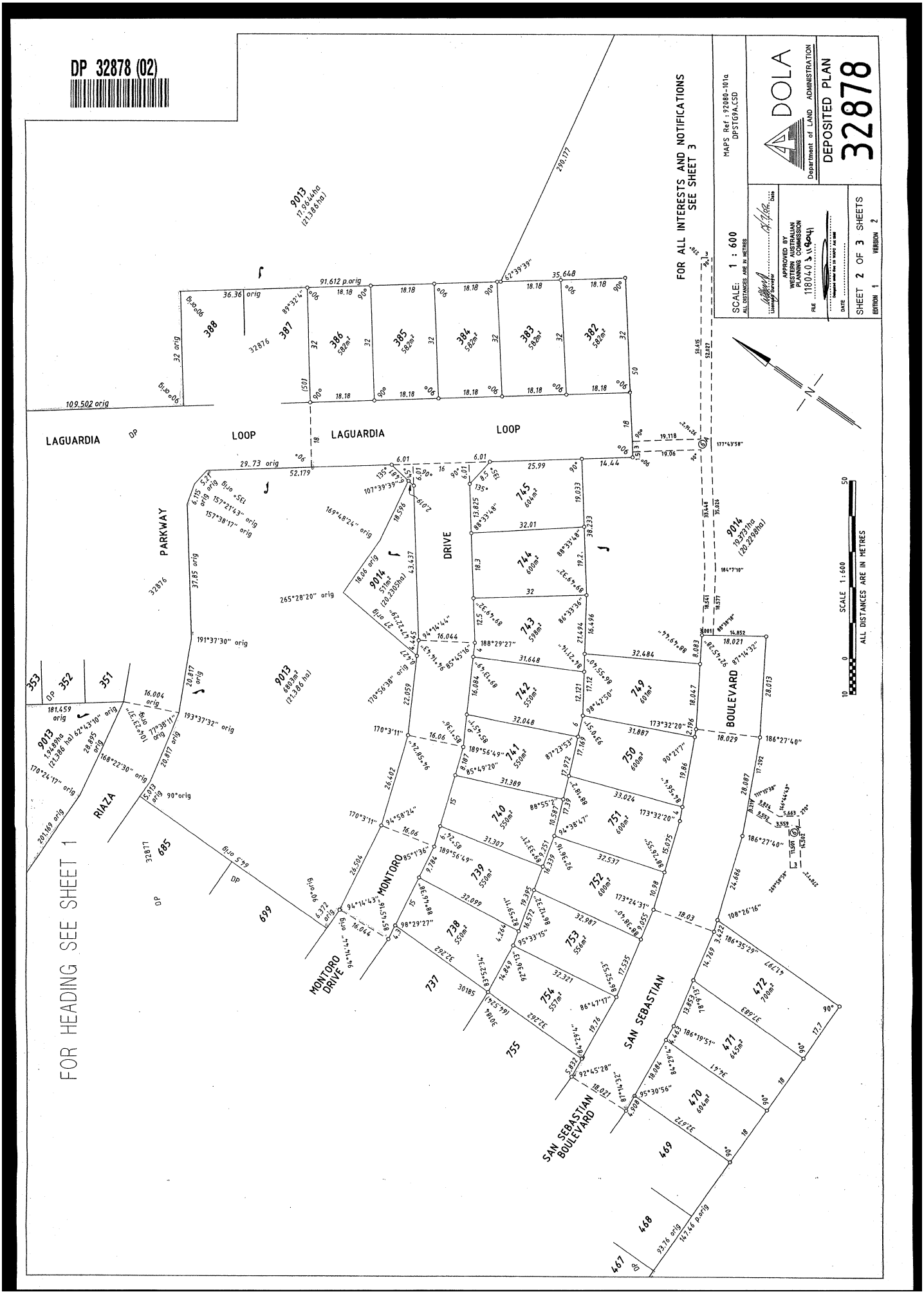
INSPECTOR OF PLANS & SURVEYS / AUTHORIZED LAND OFFICER ..... DATE

DOLA
Department of LAND ADMINISTRATION

DEPOSITED PLAN
32878

SHEET 1 OF 3 SHEETS

EDITION 1 VERSION 2

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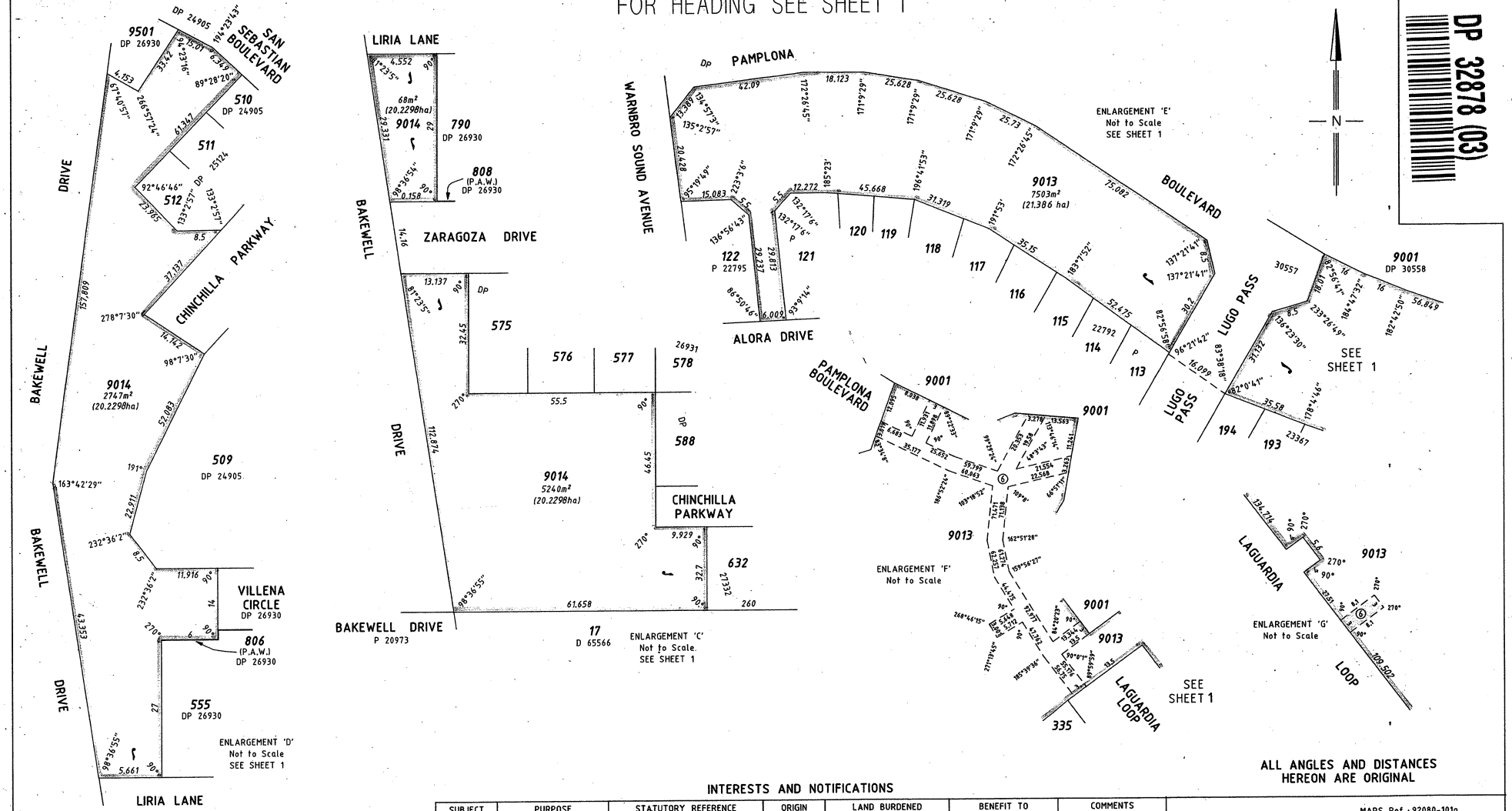
# DP 32878 (03)

FOR HEADING SEE SHEET 1




ALL ANGLES AND DISTANCES HEREON ARE ORIGINAL

## FORMER TENURE TABLE

| LOT | FORMER TENURE | ON PLAN / DIAGRAM | TITLE |
|---|---|---|---|
| 385,386,738,739, 9013 | PT LOT 9012 | DP 32876 | 2532-832 |
| 383,384,740, 741,752-754 | PT LOT 9012<br>PT LOT 9011 | DP 32876<br>DP 31941 | 2532-832<br>2523-483 |
| 382,470-472 742-745,749-751 9014 | PT LOT 9011 | DP 31941 | 2523-483 |

## INTERESTS AND NOTIFICATIONS

| SUBJECT | PURPOSE | STATUTORY REFERENCE | ORIGIN | LAND BURDENED | BENEFIT TO | COMMENTS |
|---|---|---|---|---|---|---|
| ⑥ | EASEMENT (Sewerage) | SEC 27A, REG 6. T.P. & D ACT | DP 32876 | LOT 9013 | WATER CORPORATION | |
| | NOTIFICATION | SEC 12A OF THE TP&D ACT | DOC I 377427 | ALL LOTS EXCEPT 9013 & 9014 | | EXPIRES 31/12/2006 |
| | MEMORIAL | SEC 67B OF THE WATER AGENCIES (POWERS) ACT | THIS PLAN | ALL LOTS EXCEPT 9013 & 9014 | WATER CORPORATION | |
| | RESTRICTIVE COVENANT | SEC 136D OF THE TLA | THIS PLAN & DOC I 377428 | ALL LOTS EXCEPT 9013 & 9014 | ALL LOTS EXCEPT 9013 & 9014 | |
| ⑥A | EASEMENT (Sewerage) | SEC 27A, REG 6. T.P. & D ACT | THIS PLAN | LOT 9014 | WATER CORPORATION | |

SCALE: NOT TO SCALE
ALL DISTANCES ARE IN METRES

MAPS Ref : 92080-101a
DPSTG9A.CSD

Licensed Surveyor 14/1/06 Date

APPROVED BY
WESTERN AUSTRALIAN PLANNING COMMISSION
FILE 118040 & 119041
Delegated under Sec 20 WAPC Act 1985
DATE

DOLA
Department of LAND ADMINISTRATION

DEPOSITED PLAN
32878

SHEET 3 OF 3 SHEETS
EDITION 1 VERSION 2

# Deposited Plan 32878

| Lot | Certificate of Title | Lot Status | Part Lot |
|---|---|---|---|
| 382 | 2532/865 | Registered | |
| 383 | 2532/866 | Registered | |
| 384 | 2532/867 | Registered | |
| 385 | 2532/868 | Registered | |
| 386 | 2532/869 | Registered | |
| 470 | 2532/870 | Registered | |
| 471 | 2532/871 | Registered | |
| 472 | 2532/872 | Registered | |
| 738 | 2532/873 | Registered | |
| 739 | 2532/874 | Registered | |
| 740 | 2532/875 | Registered | |
| 741 | 2532/876 | Registered | |
| 742 | 2532/877 | Registered | |
| 743 | 2532/878 | Registered | |
| 744 | 2532/879 | Registered | |
| 745 | 2532/880 | Registered | |
| 749 | 2532/881 | Registered | |
| 750 | 2532/882 | Registered | |
| 751 | 2532/883 | Registered | |
| 752 | 2532/884 | Registered | |
| 753 | 2532/885 | Registered | |
| 754 | 2532/886 | Registered | |
| 9013 | 2532/887 (Cancelled) | Retired | |
| 9014 | 2532/888 (Cancelled) | Retired | |
| 0 | N/A | Registered | |
| 0 | N/A | Registered | |
| 0 | N/A | Registered | |
| 0 | N/A | Retired | |
| 0 | N/A | Retired | |

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FORM B4

APPROVAL NO. B1865

OFFICE USE ONLY

I 377428 RC
07 Feb, 2003 10:23:59 Perth

REG. $ 75.00

LODGED BY bankwest

ADDRESS

PHONE No.

FAX No.

REFERENCE No.

ISSUING BOX No. 162

PREPARED BY

ADDRESS

PHONE No.
FAX No.

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

4/4

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

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

EXAMINED

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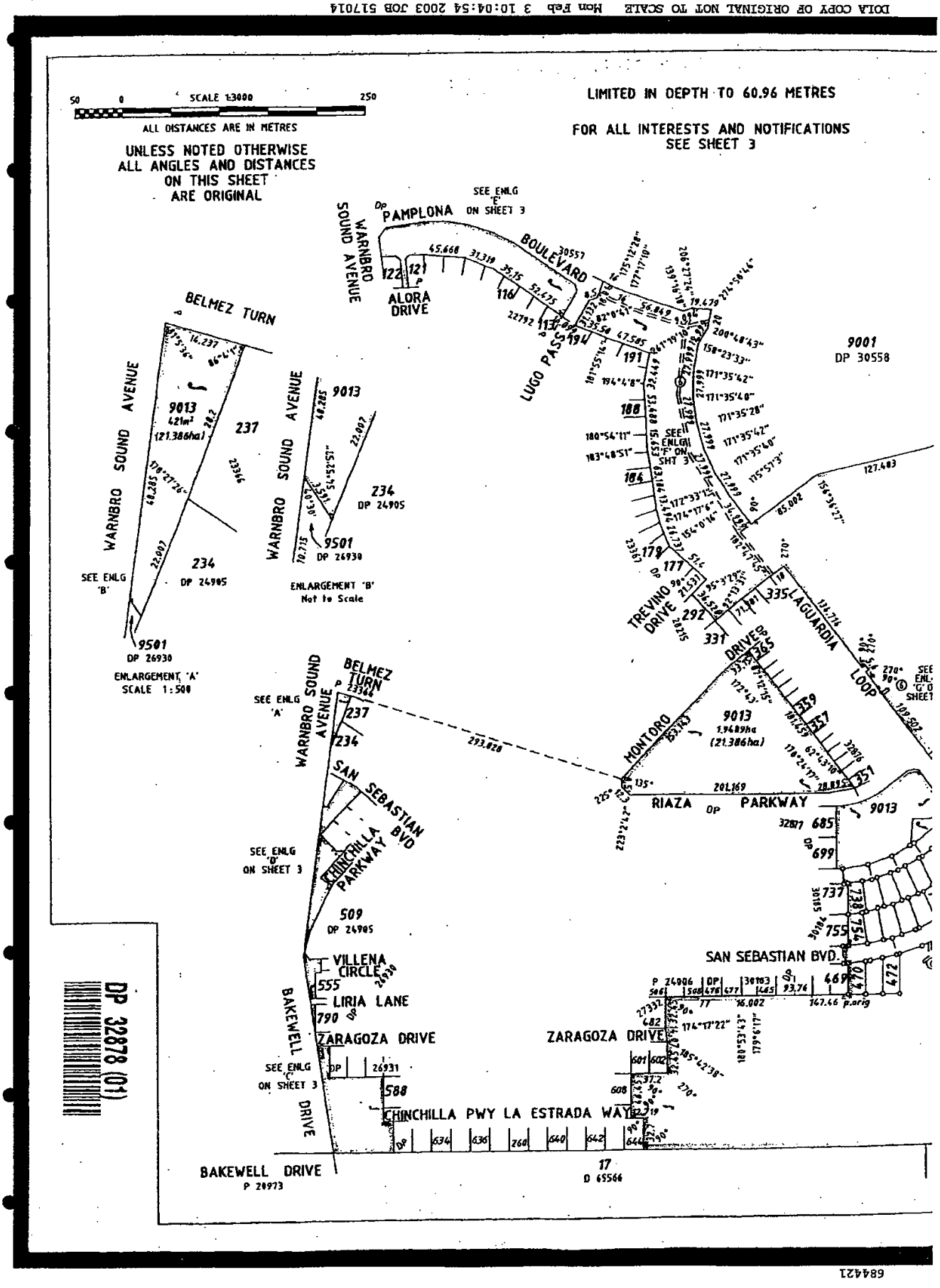
03/02 '03 MON 10:04 [TX/RX NO 5415]
DOIA COPY OF ORIGINAL NOT TO SCALE Mon Feb 3 10:04:54 2003 JOB 517014

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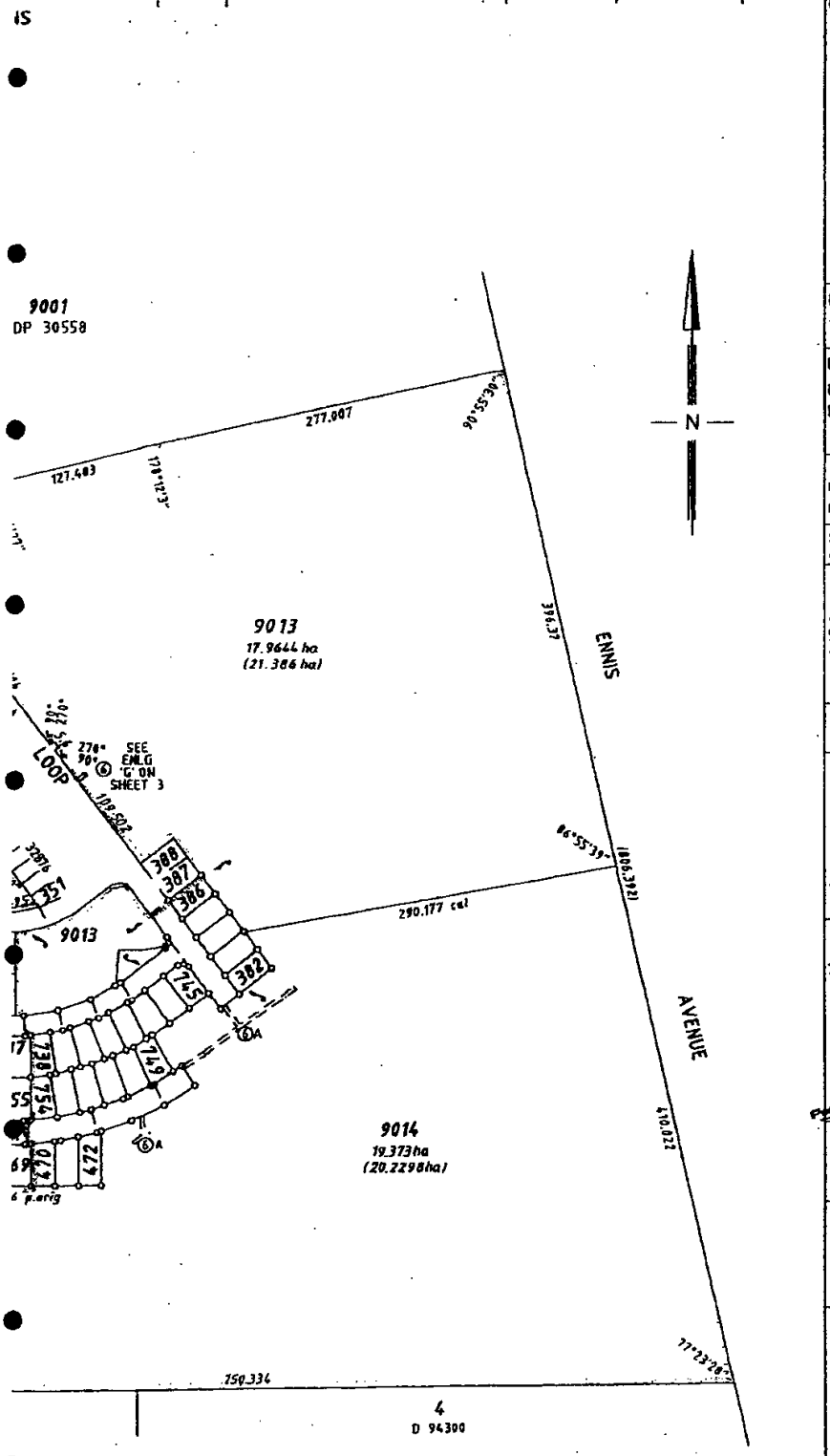
03/02 '03 MON 10:04 [TX/RX NO 5415]

## AMENDMENTS TABLE

| ED/VER | AMENDMENT | BY | SIGNATURE | DATE |
|---|---|---|---|---|
| 1/2 | Amend lots 382 - 386, 9013 and 9014 | MAPS | [signature] | 6.9.02 |




TYPE FREEHOLD

PURPOSE SUBDIVISION

PLAN OF

LOTS 382-386, 470-472, 738-745, 749-754, 9013, 9014 ROADS, EASEMENTS AND RESTRICTIVE COVENANT

DISTRICT COCKBURN SOUND
TOWNSITE

EARLY ISSUE YES

DOLA FILE
LOCALITY PORT KENNEDY
LOCAL AUTHORITY CITY OF ROCKINGHAM

FORMER TENURE
SEE FORMER TENURE TABLE ON SHEET 3

ON
INDEX BG33(2) 08.19 08.20
PUBLIC

FIELD BOOK
76683
80358
88383

SCALE: 1 : 3000 MAPS Job Ref : 92080-101a DPSTG9A.CSD
ALL DISTANCES ARE IN METRES

SURVEYOR'S CERTIFICATE - Reg 54

I William S. GUEST hereby certify that:

this plan of survey is a correct 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 laws in relation to which it is lodged.

Licensed Surveyor [signature] Date 15/7/02

[signature] Telephone [illegible]

| LODGED | TYPE OF VALIDATION | APPROVED BY WESTERN AUSTRALIAN PLANNING COMMISSION |
|---|---|---|
| DATE 17-07-2002 | FULL AUDIT | FILE 118040 & 118041 |
| FEE PAID NGM $75 $1243 | LEGAL COMPONENT ✓ | [signature] |
| ASSESS No. 352221 | DOCKET PLAN/DIVERSION 31283 | DATE |
| | CERTIFIED CORRECT [signature] 30.7.02 | |
| | F.R.C. 316-2002 | |

IN ORDER FOR DEALINGS

SUBJECT TO
DEALING ON DP 32876,
SEC. 295(5) OF THE LOCAL GOVT ACT,
SEC^S 12A AND 27A OF THE T.P.&D. ACT
SEC. 67B OF THE W.A.P. ACT AND
SEC. 136D OF THE T.L.A.

[signature] 30.1.2003
FOR INSPECTOR OF PLANS & SURVEYS / AUTHORIZED LAND OFFICER DATE

APPROVED

INSPECTOR OF PLANS & SURVEYS / AUTHORIZED LAND OFFICER DATE

DOLA
Department of LAND ADMINISTRATION

DEPOSITED PLAN
32878

SHEET 1 OF 3 SHEETS
EDITION 1 VERSION 2

684420

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1.1.14 Permit rear and side boundaries (behind the building line) to remain unfenced after 2 months of occupation of any house on the lot.

2. The above restrictive covenants 1.1.1 – 1.1.10 (inclusive) shall expire and cease to have effect from and including 31 December 2006.

3. The burden of the covenants and restrictions contained in the preceding clause 1, hereof or otherwise implied hereunder shall run and being each Lot on the Subdivision Plan and bind the registered proprietor and its successors in title, Transferees and assigns and shall ensure for the benefit and be enforceable by each and every other registered proprietor of every other Lot on the Subdivision Plan and their successors in title and assigns.

4. When at any time two or more persons or corporations own a joint interest in any Lot the subject of the Subdivision Plan, their liability hereunder will be joint and several. Any person who becomes, is or was a registered proprietor of a Lot on the Subdivision Plan will be liable for any breach of the restrictive covenant affecting that Lot which occurs while that person or corporation was the (or one of the) registered proprietor(s) of that Lot.

5. A person who becomes a registered proprietor of a Lot on the Subdivision Plan may, whilst that person is the registered proprietor, enforce or take action in respect of the breach of the restrictive covenants created by this Deed while the person is a registered proprietor of that Lot notwithstanding the breach complained of in respect of another Lot on the Subdivision Plan may have occurred prior to the registered proprietor of a Lot on the Subdivision Plan.

Executed as a Deed the day and year first hereinbefore written.

The Common Seal of )
**PEET KENNEDY GARDENS LAND** )
**SYNDICATE LTD** )
**ACN 078 383 865** )
was hereunto affixed in accordance )
with its Articles of Association )
in the presence of:

_____
Director

_____
Director/Secretary

Warwick Donald Hemsley / Domenico Scafetta /
Anthony Wayne Lennon / Ian Murray Charles Palmer /
Anthony James Lennon / Peter Michael Lynch / Rodney Raymond Lane

Executed by Peet Kennedy Gardens Land Syndicate Limited (ACN 078 383 865) by its duly authorised attorney under registered Power of Attorney no. I366151

WITNESS - CHERIE GEORGE-KENNEDY
57 BERBERIS WAY
FORRESTFIELD WA 6058
CONTRACTS ADMINISTRATOR

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(e) At least one roofed carport or garage capable of accommodating a minimum of two passenger vehicles side by side, not tandem.

(f) At least one single driveway and crossover of brick or concrete construction completed prior to or not later than the construction of the house on the Lot.

1.1.3 Commence carry out erect construct or alter any development on the Lot without plans and specifications (including finishes schedules) therefore being first prepared submitted to and approved by Peet nor except in compliance with any condition (consistent with the covenants herein) imposed by Peet in respect of that approval.

1.1.4 Construct or permit to be constructed or bring on to the Lot any:-

(a) Outbuilding (including any detached garage, workshop, garden shed, storage shed or other outbuilding) which exceeds 20 square metres in floor area unless constructed in the same materials as the house referred to in Clauses 1.1.1 and 1.1.2.

(b) Fencing abutting any public open space or public reserve or road reserve unless such fencing is constructed of Timberlap or masonry or Stratco style colourbond finished metal fencing or painted and capped Hardifence fibro-cement fencing;

(c) Fencing forward of the building line unless such fencing is constructed of masonry or rendered brick or the same brick as either house on the Lot or Timberlap or painted and capped Hardifence, fibro-cement fencing painted "Taubmans" Roman Green or equivalent colour or other paint brands;

1.1.5 Permit any rubbish disposal containers on the Lot to be visible from any public street or thoroughfare except on days allocated by the relevant local authority for rubbish collection from the Lot.

1.1.6 Construct bring onto or use an incinerator on the Lot.

1.1.7 Permit garden areas on the Lot and within public view to remain un-landscaped after three months of occupation of any house.

1.1.8 Carry out or permit to be carried out on the Lot any repairs or restorations of any motor vehicle boat trailer or any other vehicle or any aircraft unless screened from public view at all times.

1.1.9 Park commercial vehicles including trucks, buses and tractors on the Lot unless within a garage or when used during the normal course of business by a visiting tradesperson.

1.1.10 Take or permit any action to be taken to remove alter mark or deface a wall or fence constructed by Peet on or about any of the boundaries of the Lot and not permit such wall or fence to become damaged or unsafe nor permit any roots or any tree or plant or any building or other thing on the Lot to cause such wall or fence to become structurally unsound.

1.1.11 Undertake any excavation on the Lot without taking due care and in any event not to undertake any excavation below a depth of one metre without extreme caution;

1.1.12 Touch, move or deal with any unexploded ordnance found or uncovered on the Lot;

1.1.13 Agree to transfer any share estate or interest in the Lot or accept any offer to acquire any such share estate or interest in the Lot without Peet first providing to the proposed Transferee or offer or before any contract for sale or other transfer or disposition thereof or such offer is accepted a copy of the statement issued by the Department of Defence in August 1986 entitled, "Warnbro Western Australia – search for unexploded ordnance".

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THIS DEED is made the 4th day of February 2003

BY:

ABN 66 012 878 629
WESTERN AUSTRALIA STAMP DUTY
DEE 04/02/03 14:40 001884240-002
FEE $ **********.00
SD $ *****20.00 PEN $********.00

PEET KENNEDY GARDENS LAND SYNDICATE LTD (ACN 078 383 865) of 7th Floor, 200 St George's Terrace, Perth in the State of Western Australia ("Peet").

RECITALS:

A. Peet is the registered proprietor of an estate in fee simple of the whole of the land described as Lot 9011 on Deposited Plan 31941 being the whole of the land contained in Certificate of Title Volume 2523 Folio 482 and Lot 9012 on Deposited Plan 32876 being the whole of the land contained in Certificate of Title Volume 2532 Folio 832. ("the Land").

B. Peet has made an application to register Deposited Plan 32878 in relation to the Land, copies of which are annexed hereto. ("Subdivision Plan").

C. Pursuant to section 136D of the Transfer of Land Act 1893, Peet wishes to create a restrictive covenant on each Lot the subject of the Subdivision Plan (other than Lots 9013 and 9014 on Deposited Plan 32878) ("Excluded Land") for the benefit of every other such Lot shown on the Subdivision Plan (all Lots on the Subdivision Plan which are not Excluded Land are hereinafter referred to as "Lot" or "Lots").

**BY THIS DEED, PEET HEREBY COVENANTS AND AGREES AND DECLARES** as follows:

Pursuant to section 136D of the Transfer of Land Act 1893, Peet HEREBY CREATES restrictive covenants on each Lot the subject of the Subdivision Pan in the following terms:

**RESTRICTIVE COVENANTS**

1.1 A registered proprietor shall not:

1.1.1 Use a Lot or permit the Lot to be used other than for the construction and occupation of one permanent non-transportable single residential dwelling house ("the house") together with the usual appurtenances.

1.1.2 Construct or permit to be constructed on the Lot any house other than a house having:-

(a) All external walls (excluding windows) constructed with bricks, masonry or limestone finished in face work or render or up to 50% of the façade constructed in an alternative material such as weatherboard;

(b) All Gable ends and Dutch Gable ends which are incorporated as part of the roof framing constructed of coloured timber or fibro-cement or a combination thereof;

(c) Roofs covered either with:

(i) Clay or concrete tiles; or

(ii) Metal sheeting or zincalume having its exterior surface painted or otherwise coated, sealed or treated so as not to have highly light-reflective qualities;

(iii) Colourbond metal sheeting; or

(iv) A combination of such tiles or sheeting;

(d) A minimum floor area (measured over the external walls but excluding the area of any carport or garage) of not less than 145 square metres.

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# PEET KENNEDY GARDENS LAND SYNDICATE LTD

(ACN 078 383 865)

*[Stage 9 – Single Lot]*

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## DEED

---


◆ MONY DE KERLOY ◆

BARRISTERS & SOLICITORS

LEVEL 6, ST MARTINS TOWER, 44 ST GEORGE'S TERRACE, PERTH WA 6000

TEL:(08) 9221 5326 ◆ FAX:(08) 9221 5402

EMAIL : mdk@bekkers.com.au

REF:mrd02


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MONY DE KERLOY

BARRISTERS & SOLICITORS

Department of Land Administration
1 Midland Square
Midland WA 6056

Dear Sirs

**RESTRICTIVE COVENANT**

We advise that the intention of the restrictive covenant contained in the attached Deed of Restrictive Covenant is to bind all of the Lots created on Deposited Plan 32878 excluding Lots 9013 and 9014 on Deposited Plan 32878 and is for the benefit of each and every other Lot created on the said Deposited Plan.

We further advise that in our opinion the covenants contained in the attached Deed of Restrictive Covenant are restrictive covenants.

Yours faithfully

MONY DE KERLOY
4 February 2003
MRDmic02

LEVEL 6, ST MARTINS TOWER 44 ST GEORGE'S TCE PERTH WA 6000 TELEPHONE: (08) 9221 5326 FACSIMILE: (08) 9221 5402
P.O. BOX Z5267 PERTH WA 6831 EMAIL: mdk@bekkers.com.au

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