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 40 Stone Crescent
Suburb Darlington State WA Postcode 6070
Lot 100 Deposited/Survey/Strata/Diagram/Plan 48627 Whole / ~~Part~~ Vol 1419 Folio 702
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.

3. The buyer is aware the 2 burner Westinghouse stove-top is non functional.

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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 Paul Stott
Address 40 Stone Crescent
Suburb Darlington State WA Postcode 6070

Name Rachel Simone Falzon
Address 40 Stone Crescent
Suburb Darlington State WA Postcode 6070

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 Paul Stott

Date _____

Signature _____

Name Rachel Simone Falzon

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

40 Stone Crescent, Darlington WA 6070

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

40 Stone Crescent, Darlington WA 6070

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
1419	**702**

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 100 ON DIAGRAM 48627

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

RACHEL SIMONE FALZON
PAUL STOTT
BOTH OF 40 STONE CRESCENT DARLINGTON WA 6070
AS JOINT TENANTS

(T O251729) REGISTERED 4/10/2019

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

1. A949704 EASEMENT TO SHIRE OF MUNDARING. SEE SKETCH ON VOL 1419 FOL 702. REGISTERED 18/4/1975.
2. P400562 MORTGAGE TO WESTPAC BANKING CORPORATION REGISTERED 21/12/2022.

Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required. Lot as described in the land description may be a lot or location.

----------END OF CERTIFICATE OF TITLE----------

STATEMENTS:

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

SKETCH OF LAND:	1419-702 (100/D48627)
PREVIOUS TITLE:	1419-701
PROPERTY STREET ADDRESS:	40 STONE CR, DARLINGTON.
LOCAL GOVERNMENT AUTHORITY:	SHIRE OF MUNDARING

LANDGATE COPY OF ORIGINAL NOT TO SCALE 22/05/2026 10:59 AM Request number: 69873148

Landgate
www.landgate.wa.gov.au

ORIGINAL – NOT TO BE REMOVED FROM OFFICE OF

CT 1419 0702 F

1419 702

Application B31196 WESTERN AUSTRALIA

Volume 1419 Folio 701

CERTIFICATE OF TITLE

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

Page 1 (of 2 pages) VOL. 1419 FOL. 702

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.

DATED 30th October, 1975

REGISTRAR OF TITLES

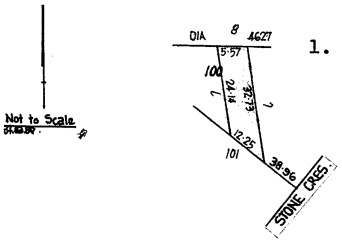
ESTATE AND LAND REFERRED TO

Estate in fee simple in portion of each of Greenmount Suburban Lots 54 and 55 and being Lot 100 on Diagram 48627, delineated and coloured green on the map in the Third Schedule hereto.

FIRST SCHEDULE (continued overleaf)

~~Gerald Chambers of Dalry Road, Darlington, Investor~~

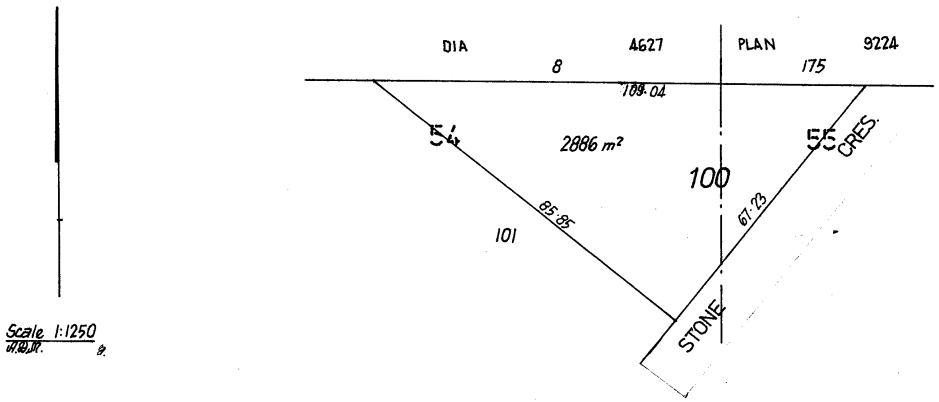
SECOND SCHEDULE (continued overleaf)



1. TRANSFER A949704. The right to enter upon the portion of the within land coloured blue on the map in the margin for the purpose of exercising certain drainage rights as set out in the said Transfer is granted to Shire of Mundaring. Registered 18.4.75 at 9.09 o'c.

REGISTRAR OF TITLES

THIRD SCHEDULE



NOTE: RULING THROUGH AND SEALING WITH THE OFFICE SEAL INDICATES THAT AN ENTRY NO LONGER HAS EFFECT. ENTRIES NOT RULED THROUGH MAY BE AFFECTED BY SUBSEQUENT ENDORSEMENTS.

30267/8/73–30M–O/SOL

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

Superseded - Copy for Sketch Only

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LT. 37

FIRST SCHEDULE (continued)

NOTE: RULING THROUGH AND SEALING WITH THE OFFICE SEAL INDICATES THAT AN ENTRY NO LONGER HAS EFFECT. ENTRIES NOT RULED THROUGH MAY BE AFFECTED BY SUBSEQUENT ENDORSEMENTS.

REGISTERED PROPRIETOR	INSTRUMENT NATURE	INSTRUMENT NUMBER	REGISTERED	TIME	SEAL	INITIALS
~~Annechienus Reemeijer, Accountant and Lorna Harriet Reemeijer, Married Woman, both of 10 Camfield Road, Greenmount, as joint tenants.~~	~~Transfer~~	~~B31197~~	~~30.10.75~~	~~3.15~~		
~~Lynthorne James Matthews, Architect, and Nola Janet Matthews, Married Woman, both of Lot 17 Glebe Road, Darlington, as joint tenants.~~	~~Transfer~~	~~B117180~~	~~17.3.76~~	~~2.11~~		
~~Margaret Werner, Medical Secretary, and Christopher John Nicholson, Electrician, both of 1A Elderberry Drive, Parkwood, as joint tenants.~~	~~Transfer~~	~~B471757~~	~~6.2.78~~	~~9.14~~		
~~Eric Anthony Woodard of 4/15 Kerry Street, Dianella, Sales Manager.~~	~~Transfer~~	~~C897040~~	~~13.11.84~~	~~3.26~~		
Katharina Frieda Pankiw, Secretary and Eric Anthony Woodard, Sales Manager, both of Unit 4, 15/17 Kerry Street, Dianella, as joint tenants.	Transfer	D117963	27.9.85	9.25		
Suzanne Marcie Van Den Broek of 40 Stone Crescent, Darlington.	Transfer	F887104	26.5.95	11.45		
Colin Stewart Henry and Thelma Mary Henry both of 40 Stone Crescent, Darlington.	Transfer	G565406	26.8.97	8.36		

SECOND SCHEDULE (continued)

NOTE: RULING THROUGH AND SEALING WITH THE OFFICE SEAL INDICATES THAT AN ENTRY NO LONGER HAS EFFECT. ENTRIES NOT RULED THROUGH MAY BE AFFECTED BY SUBSEQUENT ENDORSEMENTS.

INSTRUMENT NATURE	INSTRUMENT NUMBER	PARTICULARS	REGISTERED	TIME	SEAL	INITIALS	CANCELLATION	NUMBER	REGISTERED OR LODGED	SEAL	INITIALS
~~Mortgage~~	~~B117181~~	~~to The Commercial Banking Company of Sydney Limited~~	~~17.3.76~~	~~2.11~~			Discharged	B471756	6.2.78		
~~Mortgage~~	~~B471758~~	~~to Beneficial Finance Corporation Limited.~~	~~6.2.78~~	~~9.14~~			Discharged	C256320	20.11.81		
Mortgage	D159316	to The Commissioners of the Rural & Industries Bank of Western Australia.	4.12.85	9.05			Discharged	F887103	26.5.95		
Mortgage	F887105	to Advance Bank Australia Ltd.	26.5.95	11.45			Discharged	G565405	26.8.97		
Caveat	F887106	Lodged 26.5.1995 at 11.46 hrs.					Withdrawn	G144086	3.4.96		
Mortgage	G144087	to Advance Bank Australia Ltd.	3.4.96	15.32			Discharged	G565405	26.8.97		
Mortgage	G565407	to Commonwealth Bank of Australia.	26.8.97	8.36							

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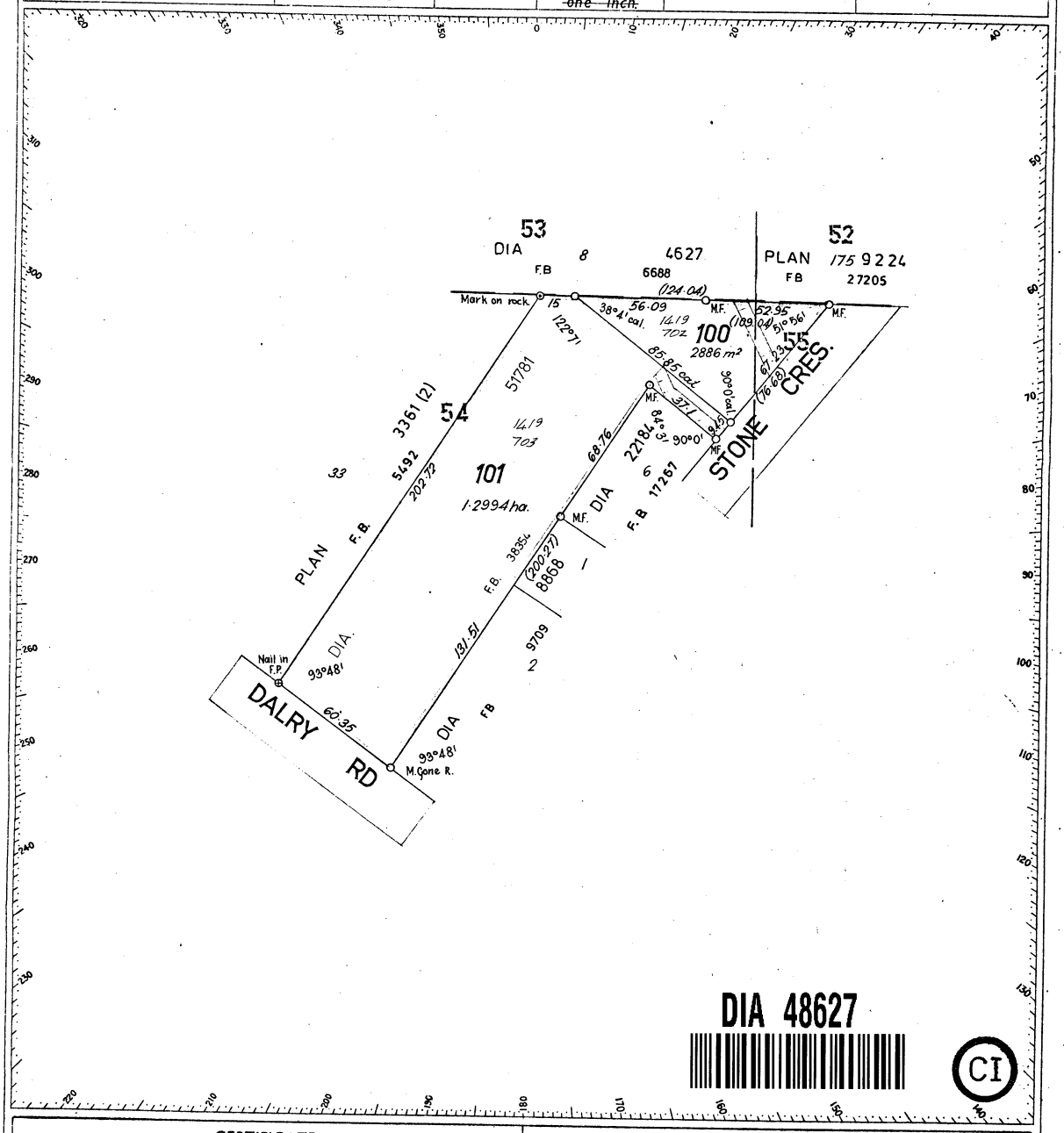
Town or District.	Number of Lot or Location.	Field Book	Scale	Certificate in which Land is Vested.	Area
GREENMOUNT	LOTS 5 & 32 OF SUB LOTS 54 & 55	35800	1:2000 ~~Chains to one inch.~~	Vol. 616 1248 NOW 1419 Fol. 188 832 701	~~A. R. P.~~ 1·588 ha total.



DIA 48627

CI

CERTIFICATE

I hereby certify that this survey was performed by me personally (or under my own personal supervision, inspection and field check) in strict accordance with the Licensed Surveyors (Guidance of Surveyors) Regulations, 1961.

Licensed Surveyor.

Date 7-8-75

Approved by Town Planning Board

Chairman

Date

Approved	On	Registered	Diagram No.
Inspector of Plans and Surveys	Plan 3361(2)	8 12.00	48627
Examined 9.6.75 G. Singleton 4 p30 Date 9. 6. 75	Diagram 22184	10332	
	Index Plan ~~4963~~ PERTH 2000 26.29	23.5.75	

38 477/6/74-4M-O/PP Docket Dia 22184

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Diagram 48627

Lot	Certificate of Title	Lot Status	Part Lot
100	1419/702	Registered	

No. A949704

DEED OF EASEMENT

FEES (office use)	$	¢
	12	—

Parties DONALD CHAMBERS
and THE SHIRE OF
MUNDARING

Lodged by Stone James & Co.
Address Law Chambers,
Cathedral Square, Perth
Phone No. 25 0431
PW

2 DUP C/T PRODUCED

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

CT V 1208 F832 to COMMERCIAL BANK
CT V 616 F 188 to DARBYSHIRE GILLETT HUELIN

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

1. D.L.
2.
3.
4.
5.
6.

Received items
No's 1
Rec. Clerk.

BELOW THIS LINE FOR OFFICE USE ONLY

Encumbrances not notified on face.

New Titles to issue or Endorsing instruction.

EXAMINED.

Registered 18th April 1975
at 9.09 o'clock and
particulars entered in the Register Book.

Initials of Signing Officer.

REGISTRAR OF TITLES.

SANDS & McDOUGALL STOCK FORM 324N

195 RV:2

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(Section 119) Stamp Act 1921 WESTERN AUSTRALIAN STAMP DUTIES

Russel Lloyd
COMMISSIONER OF STATE TAXATION

11-APR-75 909313 $ * * D NOPLST $***0.00

A949704

DEED OF EASEMENT

THIS DEED is made the 9th day of April One thousand nine hundred and seventy five

BETWEEN : DONALD CHAMBERS formerly of 26 Central Avenue Maylands Western Australia Business Proprietor and now of Dalry Road Darlington Western Australia Investor (hereinafter called "the grantor" which expression shall mean and include the grantor his successors and transferees of the one part and

THE SHIRE OF MUNDARING having its office at Great Eastern Highway Mundaring in the said State (hereinafter called "the grantee") of the other part

WHEREAS :

(a) The grantor is registered as the proprietor of an estate in fee simple in the land described in the schedule hereto (hereinafter called "the said land")

(b) The grantor has agreed to grant to the grantee in gross certain easements and other rights over the said land

NOW THIS DEED WITNESSETH as follows :

1. In pursuance of the said agreement and IN CONSIDERATION of the nominal sum of ONE DOLLAR ($1.00) paid by the grantee to the grantor (receipt of which is hereby acknowledged) the grantor DOES HEREBY TRANSFER AND GRANT unto the grantee in gross under and by virtue of Section 33A of the Public Works Act 1902 as amended full and free right and liberty at all times hereafter :

(a) To use the said land as an open drain and for the purpose of installing a pipe drain and to pass water and soil through under and along the same and from time to time to construct pipe drains thereon (which drain or drains together with all pipes fixtures fittings and appliances connected therewith are hereinafter referred to as "the said drain")

(b) To use the said land for the purposes of draining the lands and roadways adjoining the said land and the waters draining thereto

(c) To inspect take up scour cleanse repair maintain remove and replace the said drain or part thereof as where and when necessary and with full and free right and liberty for the grantee and its contractors workmen officers and servants and others acting under the authority of the grantee at all times hereafter to enter and remain upon the said land with or without machinery and plant for all or any

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of the purposes aforesaid and to carry out all necessary works

(d) To make surveys and take levels

(e) To dig or break the soil of the said land and to trench the said land

(f) To clear any trees or shrubs or undergrowth on the said land or to remove any obstructions which may be necessary in the course of carrying out any of the works enumerated above

(g) To enter upon and to use so much of the land of the grantor adjoining the said land as is reasonably necessary for effecting any of its purposes aforesaid

2. The grantor HEREBY COVENANTS with the grantee that :

(a) Notwithstanding anything by the grantor made done or executed or omitted or knowingly suffered the grantor has full power to make the grant hereby made

(b) The grant shall remain to and be quietly held and enjoyed and taken by the grantee and every person deriving title under it and the benefit thereof shall be received and taken accordingly without any lawful interruption or disturbance by the grantor or any person rightfully claiming under by through or in trust for it

(c) Freed and discharged from or otherwise by the grantor sufficiently indemnified against all such estates encumbrances claims and demands as either before or after the date hereof have been or shall be made occasioned or suffered by the grantor and every person having or rightfully claiming any estate or interest in the said land the grantor will from time to time and at all times hereafter at the request and expense of the grantee and of any person deriving title under it execute and do all such lawful assurances and things for further or more perfectly assuring the said grant and the rights thereby given to the grantee and to those deriving title under it as shall be reasonably required by it or them

(d) They will not construct any building or structure on the said land without the written consent of the grantee

3. The grantee shall at all times maintain the said drain in good and safe working order and condition and shall ensure that the said drain shall be used and maintained so as to cause as little inconvenience as possible to the grantor and to do as little damage as practicable to the said land and to the land of the grantor adjoining the said land and to any erections or improvements thereon and the grantee shall make good to the reasonable satisfaction of the grantor any damage caused by it to the said land, the land of the grantor adjoining the said land or any erections or improvements thereon in consequence or resulting from its exercise of any of the rights and liberties hereby granted

4. The costs of instructions for and the preparation

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execution stamping and registration of this Deed and all necessary counterparts shall be paid by the grantor

IN WITNESS whereof the parties hereto have executed this Deed the day and year first hereinbefore written

The Schedule

Those portions of portion of Greenmount Suburban Lot 54 and being Lot 32 on Plan 3361 and being the whole of the land comprised in Certificate of Title Volume 616 Folio 188 and

Portion of each of Greenmount Suburban Lots 54 and 55 and being Lot 5 on Diagram 22184 and being the whole of the land comprised in Certificate of Title Volume 1248 Folio 832 which are delineated and coloured blue on the sketch attached hereto

Signed by the said DONALD CHAMBERS in the presence of :

A Commissioner for Declarations

The Common Seal of SHIRE OF MUNDARING was hereunto affixed by authority of a resolution of the Council in the presence of :

President :

Shire Clerk :

THE COMMERCIAL BANK OF AUSTRALIA LIMITED the registered proprietor of Mortgage A21179 over the land comprised in Certificate of Title Volume 616 Folio 188 and the registered proprietor of Mortgage A702033 over the land comprised in Certificate of Title Volume 1248 Folio 832

Sealed with the seal of

JOHN MOORE

.....

the attorney for The Commercial Bank of Australia Limited and signed by him on behalf of the said bank in the presence of

The Commercial Bank of Australia Limited by its attorney

A Commissioner for Declarations

THE W.A. SCHOOL FOR DEAF CHILDREN (INCORPORATED) the registered proprietor of Mortgage 53566/65 over the land comprised in Certificate of Title Volume 616 Folio 188 HEREBY CONSENTS to the within Deed of Easement but such consent shall be without prejudice to the rights powers and remedies of the Mortgagee under the said Mortgage

DATED the day of 1975

THE W.A. SCHOOL FOR DEAF CHILDREN (Incorporated) Common Seal

(President)

Member of Committee

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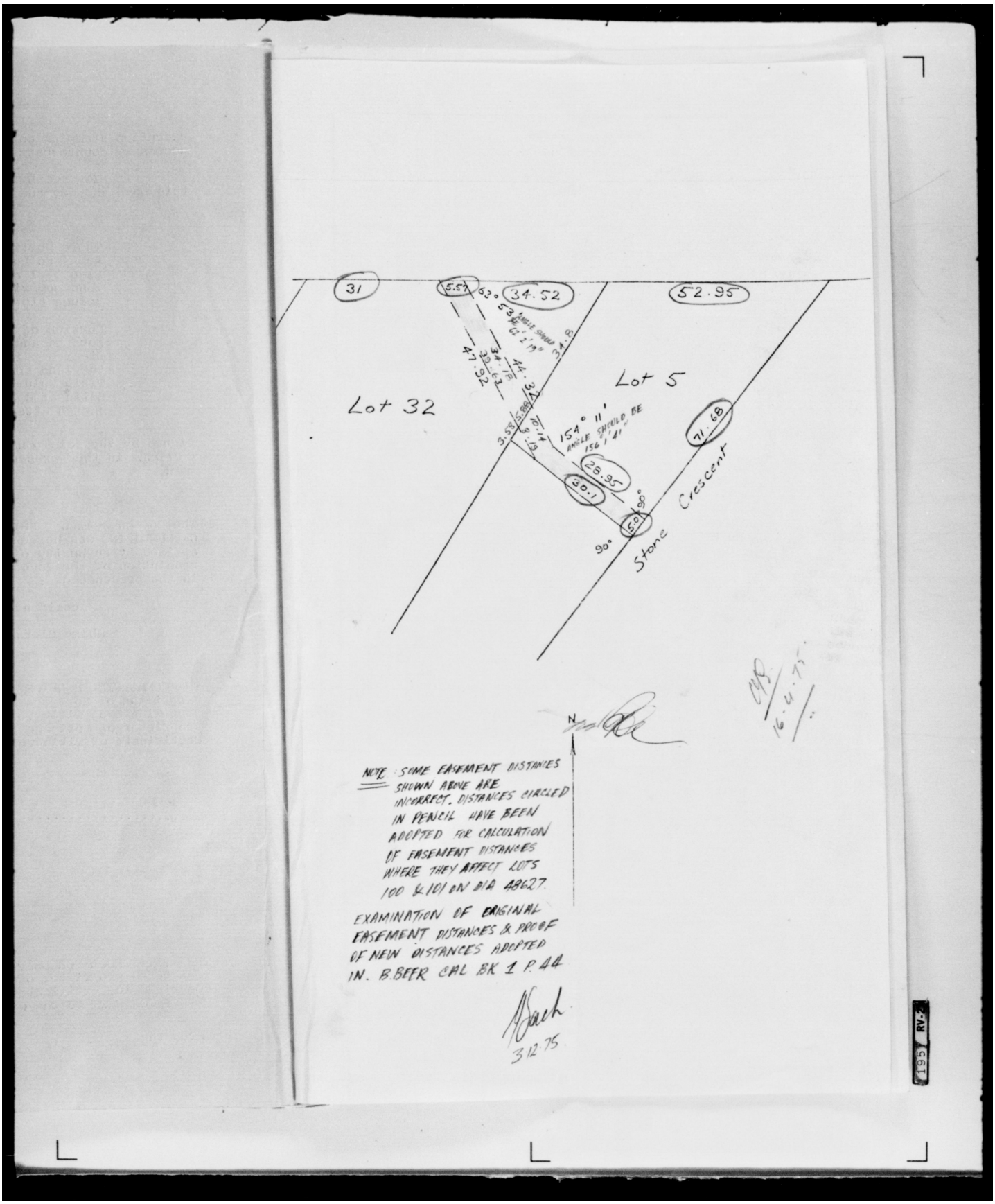

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