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 33 Chartwell Bend
Suburb Hocking State WA Postcode 6065
Lot 486 Deposited/~~Survey/Strata/Diagram~~/Plan 28089 Whole / ~~Part~~ Vol 2216 Folio 840
A **deposit** of $ of which $ 0 is paid now and $ to be paid within 7 days of acceptance
to be held by First National Real Estate Genesis
("the Deposit Holder"). The balance of the Purchase Price to be paid on the Settlement Date.

Purchase Price
Settlement Date
Property Chattels including All fixed floor coverings, light fittings, window treatments and all pool equipment as inspected and where applicable.

GST WITHHOLDING

1. Is this Contract concerning the taxable supply of new residential premises or potential residential land as defined in the GST Act? ☐ YES ☑ NO
2. If NO is ticked or no box is ticked (in which case the answer is deemed to be NO), then the Buyer is not required to make a payment under section 14-250 of the Taxation Administration Act 1953 (Cth).
3. If YES is ticked, then the 'GST Withholding Annexure' should be attached to this Contract.

FINANCE CLAUSE IS APPLICABLE

LENDER/
MORTGAGE BROKER (NB. If blank, can be any)
LATEST TIME: 4pm on:
AMOUNT OF LOAN:
SIGNATURE OF BUYER

FINANCE CLAUSE IS NOT APPLICABLE

Signature of the Buyer if Finance Clause IS NOT applicable

NOTE: IF THIS DOCUMENT IS ON SEPARATE PAGES OR IS TO BE FAXED THEN ALL PARTIES SHOULD SIGN ALL PAGES.

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CONDITIONS

1. SUBJECT TO FINANCE

If the Buyer signs the "Finance Clause is not Applicable" box in the Schedule, or if no information is completed in the 'Finance Clause is Applicable' box in the Schedule, then this Clause 1 does not apply to the Contract.

If any information is completed in or the Buyer signs the 'Finance Clause is Applicable' box in the Schedule then this Clause 1 applies to the Contract.

1.1 Buyer's Obligation to Apply for Finance and Give Notice to the Seller

(a) The Buyer must:
  (1) immediately after the Contract Date make a Finance Application to a Lender or a Mortgage Broker using, if required by the Lender, the Property as security; and
  (2) use all best endeavours in good faith to obtain Finance Approval.

(b) If the Buyer does not comply with Clause 1.1(a) or 1.1(c)(1) then the Contract will not come to an end pursuant to clause 1.2 and the Buyer may not terminate the Contract under Clause 1.3. The rights of the Seller under this Clause 1.1 will not be affected if the Buyer does not comply with Clause 1.1.

(c) The Buyer must immediately give to the Seller or Seller Agent:
  (1) an Approval Notice if the Buyer obtains Finance Approval; or
  (2) a Non Approval Notice if the Finance Application is rejected;

at any time while the Contract is in force and effect.

1.2 No Finance Approval by the Latest Time: Non Approval Notice Given

This Contract will come to an end without further action by either Party if on or before the Latest Time:

(a) the Finance Application has been rejected; or

(b) a Non Approval Notice, is given to the Seller or Seller Agent.

1.3 No Finance Approval by the Latest Time: No Notice Given

If by the Latest Time the Seller or Seller Agent has not been given:

(a) an Approval Notice; or

(b) a Non Approval Notice;

then this Contract will be in full force and effect unless and until either the Seller gives written Notice of termination to the Buyer or the Buyer terminates this Contract by giving a Non-Approval Notice to the Seller or Seller Agent.

1.4 Finance Approval: Approval Notice Given

If by the Latest Time, or if Clause 1.5 applies, before the Contract is terminated:

(a) Finance Approval has been obtained; or

(b) an Approval Notice has been given to the Seller or Seller Agent;

then this Clause 1 is satisfied and this Contract is in full force and effect.

1.5 Notice Not Given by Latest Time: Sellers Right to Terminate

If by the Latest Time an Approval Notice or a Non Approval Notice has not been given to the Seller or Seller Agent then at any time until an Approval Notice or a Non Approval Notice is given, the Seller may terminate this Contract by written Notice to the Buyer.

1.6 Buyer Must Keep Seller Informed: Evidence

(a) If requested in writing by the Seller or Seller Agent the Buyer must:
  (1) advise the Seller or Seller Agent of the progress of the Finance Application; and
  (2) provide evidence in writing of:
    (i) the making of a Finance Application in accordance with Clause 1.1 (a) and of any loan offer made, or any rejection; and/or
    (ii) in the case of any Finance Application made to a Mortgage Broker, any "preliminary assessment" of the suitability of the proposed credit contract provided to the Buyer by the Mortgage Broker pursuant to section 116 of the Credit Protection Act; and
  (3) if applicable, advise the Seller or Seller Agent of the reasons for the Buyer not accepting any loan offer.

(b) If the Buyer does not comply with the request within 2 Business Days then the Buyer authorises the Seller or Seller Agent to obtain from the Lender and/or Mortgage Broker the information referred to in Clause 1.6(a).

1.7 Right To Terminate

If a Party has the right to terminate under this Clause 1, then:

(a) termination must be effected by written Notice to the other Party;

(b) Clauses 23 and 24 of the 2022 General Conditions do not apply to the right to terminate;

(c) upon termination the Deposit and any other monies paid by the Buyer must be repaid to the Buyer;

(d) upon termination neither Party will have any action or claim against the other for breach of this Contract, except for a breach of Clause 1.1 by the Buyer.

1.8 Waiver

The Buyer may waive this Clause 1 by giving written Notice to the Seller or Seller Agent at any time before the Latest Time, or if Clause 1.5 applies, before the Contract is terminated. If waived this Clause is deemed satisfied.

1.9 Definitions

In this Clause:

Amount of Loan means the amount referred to in the Schedule, any lesser amount of finance referred to in the Finance Application or any lesser amount of finance acceptable to the Buyer. If the amount referred to in the Schedule is blank, then the amount will be an amount equivalent to the Purchase Price.

Approval Notice means a statement in writing given by the Buyer, a Lender or a Mortgage Broker to the Seller, or Seller Agent to the effect that Finance Approval has been obtained.

Credit Protection Act means the *National Consumer Credit Protection Act, 2009* (Cwth).

Finance Application means an application made by or on behalf of the Buyer:

(a) to a Lender to lend any monies payable under the Contract: or

(b) to a Mortgage Broker to facilitate an application to a Lender.

Finance Approval means a written approval by a Lender of the Finance Application, a written offer to lend or a written notification of an intention to offer to lend made by a Lender:

(a) for the Amount of Loan;

(b) which is unconditional or subject to terms and conditions:
  (1) which are the Lender's usual terms and conditions for finance of a nature similar to that applied for by the Buyer; or
  (2) which the Buyer has accepted by written communication to the Lender, but a condition which is in the sole control of the Buyer to satisfy will be treated as having been accepted for the purposes of this definition; or
  (3) which, if the condition is other than as referred to in paragraphs (1) and (2) above includes:
    (i) an acceptable valuation of any property;
    (ii) attaining a particular loan to value ratio;
    (iii) the sale of another property; or
    (iv) the obtaining of mortgage insurance;

  and has in fact been satisfied.

Latest Time means:

(a) the time and date referred to in the Schedule; or

(b) if no date is nominated in the Schedule, then 4pm on the day falling 15 Business Days after the Contract Date.

Lender means any bank, building society, credit union or other institution which makes loans and in each case carries on business in Australia.

Mortgage Broker means means a holder of an Australian Credit Licence pursuant to section 35 of the Credit Protection Act or a credit representative pursuant to sections 64 or 65 of that legislation.

Non Approval Notice means:

(a) advice in writing given by the Buyer or a Lender to the Seller, or Seller Agent to the effect that the Finance Application has been rejected or Finance Approval has not been obtained; or

(b) advice in writing from a Mortgage Broker to the Seller or Seller Agent to the effect that:
  (1) (i) they have made inquiries about the Buyer's requirements and objectives under this Contract;
    (ii) they have conducted a "preliminary assessment" pursuant to sections 116 and 117 of the Credit Protection Act of the suitability of the credit contract proposed for the Buyer arising from the Finance Application; and
    (iii) they have assessed that proposed credit contract as being unsuitable for the Buyer; or
  (2) the Finance Application to a Lender has been rejected.

2. Acceptance of an offer by one Party to the other Party will be sufficiently communicated by the accepting Party to the other Party if verbal or written notification is given by the accepting Party or their Representative or Real Estate Agent that the accepting Party has signed the Contract.
3. The 2022 General Conditions together with the Annexure of Changes to the 2022 General Conditions Caused by changes to the transfer of Land Act 1893 are incorporated into this Contract so far as they are not varied by or inconsistent with the Conditions or Special Conditions of this Contract.
4. The parties consent to the information in this Contract being used/disclosed by REIWA and the Seller Agent in accordance with the privacy collection notices pursuant to the Australian Privacy Principles that appear on the REIWA and Seller Agent's websites.

SPECIAL CONDITIONS

1.The Buyer is aware that they will be required, prior to settlement, to complete and lodge a Foreign Transfer Duty Declaration which may result in the payment by them of Foreign Transfer Duty which is not included in the purchase price. The buyer acknowledges they have made all necessary enquiries to satisfy themselves about their responsibilities regarding Foreign Transfer Duty.

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SPECIAL CONDITIONS - Continued

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

Signature	Date	Signature	Date
Signature	Date	Signature	Date

THE SELLER (FULL NAME AND ADDRESS) ACCEPTS the Buyer's offer

Name Gary Stuart Sharp
Address 33 Chartwell Bend
Suburb Hocking State WA Postcode 6065

Name Aileen Mary Sharp
Address 33 Chartwell Bend
Suburb Hocking State WA Postcode 6065

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 Gary Stuart Sharp

Date _____

Signature _____

Name Aileen Mary Sharp

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

33 Chartwell Bend, Hocking WA 6065

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

33 Chartwell Bend, Hocking WA 6065

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
2216	**840**

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 486 ON DEPOSITED PLAN 28089

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

GARY STUART SHARP
AILEEN MARY SHARP
BOTH OF 30 DILLENIA WAY, GREENWOOD
AS JOINT TENANTS

(T H975328) REGISTERED 4/1/2002

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

1. H975328 RESTRICTIVE COVENANT BURDEN REGISTERED 4/1/2002.

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:	DP28089
PREVIOUS TITLE:	2216-300
PROPERTY STREET ADDRESS:	33 CHARTWELL BEND, HOCKING.
LOCAL GOVERNMENT AUTHORITY:	CITY OF WANNEROO

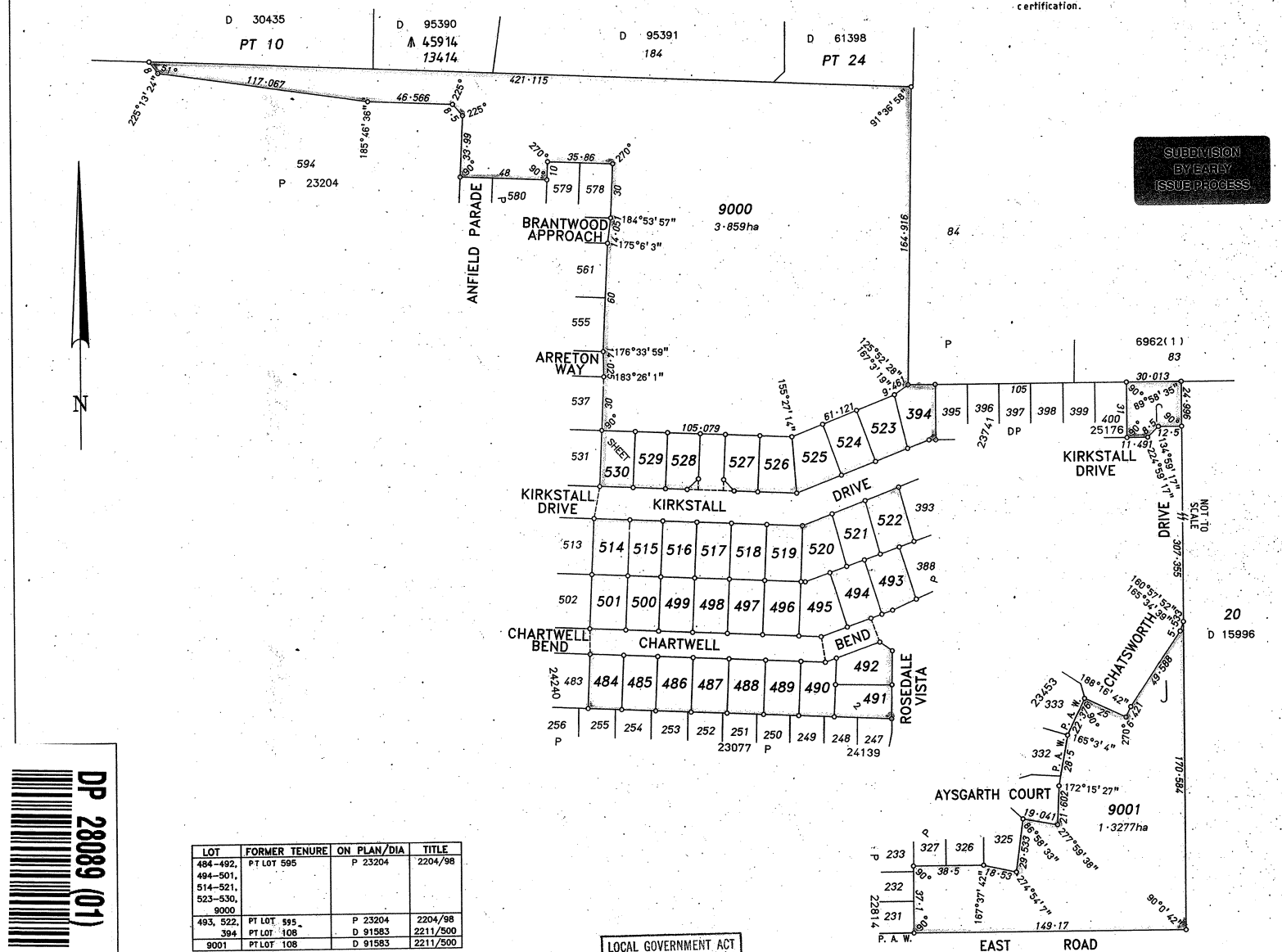
LANDGATE COPY OF ORIGINAL NOT TO SCALE 18/03/2026 01:05 PM Request number: 69567063

Landgate
www.landgate.wa.gov.au

LANDGATE COPY OF ORIGINAL NOT TO SCALE 18/03/2026 01:05 PM Request number: 69567063
www.landgate.wa.gov.au

TOTAL AREA 7.6165 ha

ED/VER.	AMENDMENT	BY	DATE
1/2	Plan amended to show non-standard or additional marks placed during pegging and covered by the Regulation 55E certification.	FUGRO A.Morgan	17/9/01



SUBDIVISION BY EARLY ISSUE PROGESS

LOT	FORMER TENURE	ON PLAN/DIA	TITLE
484–492, 494–501, 514–521, 523–530, 9000	PT LOT 595	P 23204	2204/98
493, 522, 394	PT LOT 595, PT LOT 108	P 23204, D 91583	2204/98, 2211/500
9001	PT LOT 108	D 91583	2211/500

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

DP 28089 (01)

TYPE FREEHOLD
PURPOSE SUBDIVISION

PLAN OF
LOTS 394, 484–501, 514–530, 9000, 9001 & ROADS

DISTRICT
TOWNSITE
DOLA FILE
LOCAL AUTHORITY CITY OF WANNEROO
LOCALITY HOCKING

EARLY ISSUE YES
FORMER TENURE SEE TABLE

	ON	FIELD BOOK
INDEX	BG35(2) 10:04,10:05,11:04,11:05	73439, 78181 85609, 80542, 83861
PUBLIC		

SCALE: 1:1500 ALL DISTANCES ARE IN METRES 0 20 40 60 80 100m

SURVEYOR'S CERTIFICATE – Reg 54
I O.F. TEMBY hereby certify that this plan is a correct representation of the survey and / or calculation 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 2.7.01

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

SURVEY FIRM
FUGRO SURVEY
16 PROWSE STREET
WEST PERTH, W.A. 6005
TEL. (08) 9322 4955
FAX. (08) 9322 1775
Mbe QUARE HEIGHTS
PLAN No. 15/10354-100 Rev:0

LODGED
DATE 26.7.01
FEE PAID $ 187.3
ASSESS No. 35478

TYPE OF VALIDATION
FULL AUDIT
LEGAL COMPONENT ✓
PLAN DOCKET 27311
CERTIFIED CORRECT 21.8.01
F.S.C. 208-2001

APPROVED BY WESTERN AUSTRALIAN PLANNING COMMISSION
FILE 105201, 108397
DELEGATE UNDER S.20 WAPC ACT 1985
DATE 12-10-2001

IN ORDER FOR DEALINGS
SUBJECT TO
Dedication of Road on DP 25035 & Sec 295(c) of LGA
for INSPECTOR OF PLANS & SURVEYS / AUTHORIZED LAND OFFICER 15.10.01 DATE

APPROVED
APPROVED 5.11.01
INSPECTOR OF PLANS & SURVEYS / AUTHORIZED LAND OFFICER DATE

DOLA
Department of LAND ADMINISTRATION

DEPOSITED PLAN
28089

SHEET 1 OF 2
EDITION 1 VERSION 2

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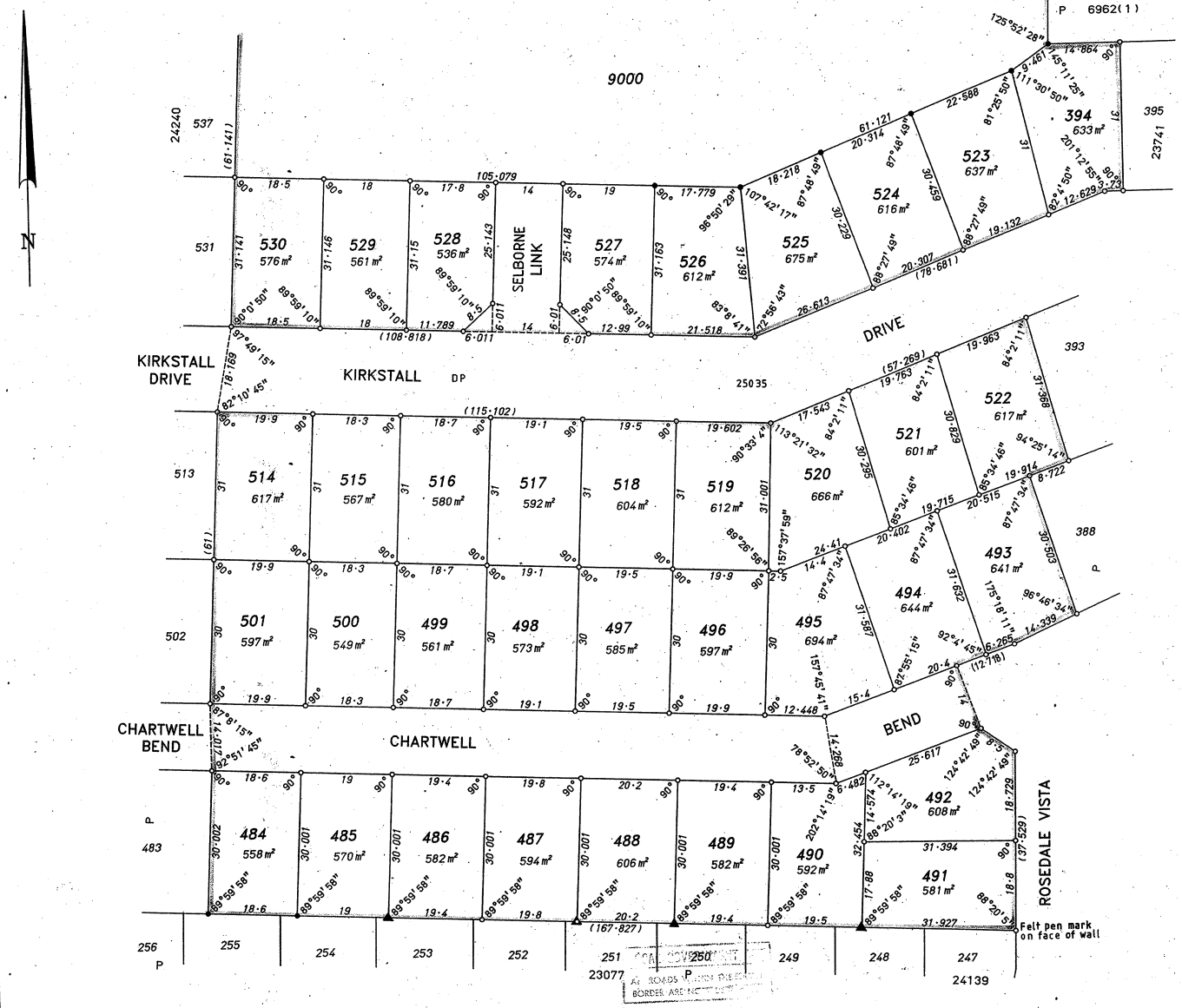
FOR HEADING SEE SHEET 1

ED/VER.	AMENDMENT	BY	DATE

DP 28089 (02)



- NAIL AND PLATE
- DRILL HOLE
- RIVET AND PLATE

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

SUBDIVISION BY EARLY ISSUE PROCESS

SCALE: 1:600 0 10 20 30 40 50m
ALL DISTANCES ARE IN METRES

Licensed Surveyor 27.01. Date

FUGRO SURVEY PLAN LS/10354-100 Rev:0

APPROVED BY WESTERN AUSTRALIAN PLANNING COMMISSION

FILE 105201, 108397

DELEGATE UNDER S.24 WAPC ACT 1985

DATE 12-10-2001

SHEET 2 OF 2

EDITION 1 VERSION 2

DOLA
Department of LAND ADMINISTRATION

DEPOSITED PLAN
28089

Deposited Plan 28089

Lot	Certificate of Title	Lot Status	Part Lot
394	2216/837	Registered	
484	2216/838	Registered	
485	2216/839	Registered	
486	2216/840	Registered	
487	2216/841	Registered	
488	2216/842	Registered	
489	2216/843	Registered	
490	2216/844	Registered	
491	2216/845	Registered	
492	2216/846	Registered	
493	2216/847	Registered	
494	2216/848	Registered	
495	2216/849	Registered	
496	2216/850	Registered	
497	2216/851	Registered	
498	2216/852	Registered	
499	2216/853	Registered	
500	2216/854	Registered	
501	2216/855	Registered	
514	2216/856	Registered	
515	2216/857	Registered	
516	2216/858	Registered	
517	2216/859	Registered	
518	2216/860	Registered	
519	2216/861	Registered	
520	2216/862	Registered	
521	2216/863	Registered	
522	2216/864	Registered	
523	2216/865	Registered	
524	2216/866	Registered	
525	2216/867	Registered	
526	2216/868	Registered	
527	2216/869	Registered	
528	2216/870	Registered	
529	2216/871	Registered	
530	2216/872	Registered	
9000	2216/873 (Cancelled)	Retired	
9001	2216/874 (Cancelled)	Retired	

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H 975328 T
04 Jan, 2002 08:10:35 Perth

REG. $ 85.00

TRANSFER

INSTRUCTIONS

1. Page 2 of this document may be used:
   1.1 If insufficient space in any section hereon;
   Appropriate headings should be shown.
   The boxed sections should only contain the words "see page....."
   1.2 To set forth Easements created as appurtenant to the land (commencing with the words "together with"). Reservations created encumbering the land (commencing with the words "reserving to") or any Restrictive Covenant hereby created. Any Sketch contained thereon must be initialled by all parties.
2. If further space is required Additional Sheet Form B1 should be used with appropriate headings. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.
4. Duplicate Crown Lease or where issued, the Duplicate Certificate of Title is required to be produced or if held by another party then arrangements must be made for its production. ***If a Duplicate Certificate of Title is not required to be re-issued, or if a Duplicate Certificate of Title has not been issued previously but is required to issue subsequent to this document, the written request of the Transferee is required by signing this panel.*** Written consent of the First Mortgagee is also required if applicable.

NOTES

1. **DESCRIPTION OF LAND**
   Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated.
   Extent—Whole, part or balance of the land comprised in the Certificate of Title to be stated.
   The Volume and Folio or Crown Lease number to be stated.
2. **ESTATE AND INTEREST**
   State whether Fee Simple, Leasehold or as the case may be in the land being transferred. If share only, specify.
3. **LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS**
   In this panel show (subject to the next paragraph) those limitations, interests, encumbrances and notifications affecting the land being transferred that are recorded on the certificate(s) of title:
   a) In the Second Schedule;
   b) If no Second Schedule, that are encumbrances.
   (Unless to be removed by action or document before registration hereof)

   Do not show any:
   (a) Easement Benefits or Restrictive/Covenant Benefits; or
   (b) Subsidiary interests or changes affecting a limitation, etc, that is to be entered in the panel (eg, if a lease is shown, do not show any sub-lease or any document affecting either).
   The documents shown are to be identified by nature and number. The plan/diagram encumbrances shown are to be identified by nature and relevant plan/diagram. Strata/survey-strata plan encumbrances are to be described as "Interests on strata/survey-strata plan".
   If none show "nil".
4. **TRANSFEROR**
   State full name of the Transferor/Transferors (Registered Proprietor) as shown on the Certificate of Title or Crown Lease.
5. **CONSIDERATION**
   To be expressed in words.
6. **TRANSFEREE**
   State full name of the Transferee/Transferees (PURCHASER) and the address/addresses to which future notices can be sent. If a minor, state date of birth.
   If two or more state tenancy eg;
   - Joint Tenants, ***(on the death of a joint tenant, the survivor(s) become(s) the registered proprietor(s) of the deceased's interest by applying to the Registrar of Titles)***,
   - Tenants in Common, ***(on the death of a tenant in common, their share is dealt with according to their will)***.

   If Tenants in Common specify shares.
7. **TRANSFEREE'S/TRANSFEROR'S EXECUTION**
   Transferees and Transferors must sign their appropriate panel. A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an adult person. The address and occupation of the witness must be stated.

EXAMINED

LODGED BY

ADDRESS Bank of Western Australia Ltd
A.C.N. 050 494 454
108 St Georges Terrace
PHONE No Perth WA 6000
Telephone: (08) 9449 6669
FAX No. Facsimile. (08) 9449 6644
DOLA Issuing Box 141E

REFERENCE No.

ISSUING BOX No.

PREPARED BY BankWest Conveyancing
Licensed Real Estate & Business Settlement Agent
ADDRESS Level 23 BankWest Tower
108 St Georges Terrace
Perth Western Australia 6000
PHONE No. (08) 9449 6650 Fax (08) 9449 6779
LTO Box No. 162V FAX No.

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

3/4

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. 2216/840
2.
3.
4.
5.
6.

Received Items
Nos. 1

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

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ATTESTATION SHEET

PAGE

Dated this 3rd day of January Year 2002

TRANSFEROR/S SIGN HERE (Note 7)

Signed

In the presence of

Signed

In the presence of

AUSTRALAND HOLDINGS LIMITED)
(A.C.N. 008 443 696) by its Attorney)
DAVID JOHN ROWE under)
Power of Attorney Number H557767)
in the presence of:-)

.....

DAVID JOHN ROWE

J Evans

.....

Jody F Evans
65 Burniston Street, Scarborough
Marketing Assistant - Land Sales Contract Administrator

REQUEST FOR ISSUE/NON-ISSUE (Instruction 4)

BY SIGNING THIS PANEL, I/WE THE TRANSFEREE REQUEST THE ISSUE/NON-ISSUE (*DELETE AS REQUIRED*) OF A DUPLICATE CERTIFICATE(S) OF TITLE FOR THE LAND ABOVE DESCRIBED.

Signed

Signed

TRANSFEREE/S SIGN HERE (Note 7)

THE LODGING PARTY OF THIS DOCUMENT IS AUTHORISED BY THE ABOVE NAMED TRANSFEREE TO INSTRUCT ISSUING DETAILS FOR THE DUPLICATE CERTIFICATE(S) OF TITLE.

GS

Signed X

In the presence of

WITNESS SIGNATURE
ADDRESS
OCCUPATION

G Thorp
Helen Conroy
34, Dillenia Way
Greenwood
W.A. 6024
Reg. Midwife

AS

Signed X

In the presence of

WITNESS SIGNATURE
ADDRESS
OCCUPATION

A Sl...
Helen Conroy
34, Dillenia Way.
Greenwood
W.A. 6024
Reg Midwife

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THE TRANSFEROR for the consideration herein expressed HEREBY TRANSFERS TO THE TRANSFEREE the estate and interest herein specified in the land above described, subject to the encumbrances as shown hereon. (Instruction 2)

The Transferor for the consideration herein expressed **HEREBY TRANSFERS TO THE TRANSFEREE** an estate and interest herein specified in the land above described subject to the encumbrances as shown thereon.

AND the Transferee doth for the Transferee their Transferees successors in title and assigns covenant with the Transferor its successors in title and assigns:

1. That the Transferee shall not use the land for any purpose other than the erection thereon of a single dwelling house with its usual conveniences and that no building erected on the said land shall be used for any purpose other than a single dwelling house.

2. That the Transferee shall not erect or commence to erect or permit or suffer to be erected or commence to be erected on the said land any dwelling house the external walls of which are not either brick, stone or concrete but provided that seventy five per centum of the area of the external walls thereof may comprise glass or timber or both provided that the area of the timber shall not exceed twenty five per centum of the area of all the external walls thereof.

3. That the Transferee shall not erect or commence to erect or permit or suffer to be erected or commenced to be erected on the said land any main dwelling house having a floor area of less than one hundred and fifty square metres contained within the internal walls of the main body of such dwelling house but not including garage and carport and outbuildings.

4. That the Transferee shall not erect or commence to erect or permit or suffer to be erected or commenced to be erected on the said land any garage and carport that cannot house at least two vehicles, and that are not constructed of the same materials as the main dwelling house provided that the same shall not apply to garage and carports which are screened from the street view.

5. That the Transferee shall not erect or commence to erect or permit or suffer to be erected or commenced to be erected on the said land a dwelling house with a roof constructed with metal decking in the colour silver (zincalume).

6. That the Transferee shall not erect or commence to erect or permit or suffer to be erected on the said land any fence that is higher than 0.8 metres being a fence between the street alignment and the building setback imposed by the City of Wanneroo or other authority having jurisdiction in the same (hereinafter called "the City") and in the case of a Lot on the corner of a street then this clause applies to each frontage of such Lot and this clause shall also be deemed to apply to a common boundary between a corner Lot aforesaid and any Lot adjacent thereto provided further that this clause shall not apply to any fence of a minimum height of 1.5 metres constructed of brick, stone, concrete, timber or colourbond and lying between the street alignment and the building setback imposed by the City but only then in accordance with the City's requirements from time to time.

7. That the Transferee shall not erect or commence to erect or permit or suffer to be erected on any roof pitch fronting onto the street verge any solar hot water or electrical unit provided that this clause shall apply to both roof pitches fronting onto the street verges in the case of a corner Lot.

8. That the Transferee shall not remove or permit to be removed nor chopped down nor damaged any trees on the said land unless such chopping down and removal thereof is necessary for the construction by the Transferee of a dwelling house on the land or for the safety of the occupants thereof.

9. That the Transferee shall not erect or commence to erect or permit or suffer to be erected on the land a single dwelling which does not have a driveway and crossover completed prior to or no later than the construction of the dwelling house on the land.

10. That the Transferee shall not erect or commence to erect or permit or suffer to be erected on the land a single dwelling which does not include landscaping to the front yard of such dwelling and which is not completed within six months of practical completion of such dwelling.

11. That the Transferee shall not from the date of the Contract for the purchase of the land hereby transferred and for a period of 2 years after the date of registration of the transfer of the said land and before any building is erected on the said land display thereon any "For Sale" sign provided that this restriction shall not operate to prevent the Transferee from selling or otherwise disposing of the said land without recourse to the display of such sign.

12. The land subject to the burden of the restrictions above is the land hereby transferred.

13. The land having the benefit of the restrictions above are all remaining Lots shown in the present subdivision Plan numbered 28089 (see Dealing number H808491) save and except the land the subject of this Transfer.

14. This restrictive covenant shall cease to exist on 31 December 2011.

Initial here

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FORM T2

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED.

WA STAMP DUTY PAID
SECTION 112V
001854111-001 | 3/1/02
78.3- | Date of Instrument
$ 87,500 | $ NIL
Gross Consideration | Chattels
R Tere | $ 0/S NDP 20.00 o/s.
Signature | Duty 1773.75

CANCELLED

TRANSFER OF LAND

DESCRIPTION OF LAND (Note 1)

	EXTENT	VOLUME	FOLIO
LOT 486 ON DEPOSITED PLAN 28089	WHOLE	2216	840

ESTATE AND INTEREST (Note 2)

FEE SIMPLE

LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS (Note 3)

NIL

TRANSFEROR (Note 4)

AUSTRALAND HOLDINGS LIMITED (008 443 696)

ABN 66 012 878 629
INSTRUMENT DATE 22-SEP-01
001854111-001 VGO N SD $**1,773.75
GROSS $**********87,500
CHATTELS $**********0
NO DUTY PAYABLE HEREON STAMP ACT 1921
COMMISSIONER OF STATE REVENUE
ABN 66 012 878 629
WESTERN AUSTRALIA STAMP DUTY
DEE 03/01/02 12:43 001854113-001
FEE $ **********0
SD $ *****20.00 PEN $*******.00

CONSIDERATION (Note 5)

EIGHTY SEVEN THOUSAND & FIVE HUNDRED DOLLARS

TRANSFEREE (Note 6)

GARY STUART SHARP & AILEEN MARY SHARP
BOTH OF 30 DILLENIA WAY GREENWOOD
AS JOINT TENANTS

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