contract for sale of land or strata title by offer and acceptance

REIWA REAL ESTATE INSTITUTE OF WESTERN AUSTRALIA

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NOTICE: Contracts must be lodged with the Office of State Revenue for duty assessment within two (2) months of the date the last person executes the Contract
WARNING - If the Buyer is not an Australian Citizen or Permanent Resident or a New Zealand Citizen then FIRB approval (and a special condition to this Contract) may be required.
WARNING - If the Purchase Price is $750,000 or more a Withholding Tax may apply to this Contract (see 2022 General Condition 3.7).
WARNING - If GST is relevant to this transaction then the relevant GST provision should be outlined in the Special Conditions or in an attached GST Annexure, which forms part of this Contract.

TO: BJK Genesis Property Pty Ltd RA 74823 ACN 618 296 414 T/A First National Real Estate Genesis ABN 28 618 296 414

Address 6/160 Scarborough Beach Road

Suburb Mount Hawthorn State WA Postcode 6016

As Agent for the Seller / ~~Buyer~~

THE BUYER

Name

Address

Suburb State Postcode

Name

Address

Suburb State Postcode

EMAIL: The Buyer consents to Notices being served at:

OFFERS TO PURCHASE the Land and Property Chattels set out in the Schedule ("Property") with vacant possession unless stated otherwise in the Special Conditions at the Purchase Price on the terms set out in the Schedule, the Conditions and Special Conditions as:

☐ Sole owner ☐ Joint Tenants ☐ Tenants in Common specify the undivided shares

SCHEDULE

The **Property** at:

Address 300 Kalamunda Road

Suburb Maida Vale State WA Postcode 6057

Lot 119 ~~Deposited/Survey/Strata~~ Diagram/Plan 46523 Whole / ~~Part~~ Vol 1377 Folio 821

A **deposit** of $ of which $ 0.00 is paid now and $ to be paid within 7 days of acceptance

to be held by First National Real Estate Genesis

("the Deposit Holder"). The balance of the Purchase Price to be paid on the Settlement Date.

Purchase Price

Settlement Date

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

GST WITHHOLDING

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

FINANCE CLAUSE IS APPLICABLE

LENDER/

MORTGAGE BROKER (NB. If blank, can be any)

LATEST TIME: 4pm on:

AMOUNT OF LOAN:

SIGNATURE OF BUYER

FINANCE CLAUSE IS NOT APPLICABLE

Signature of the Buyer if Finance Clause IS NOT applicable

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

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CONDITIONS

1. SUBJECT TO FINANCE

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

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

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

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

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

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

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

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

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

(a) the Finance Application has been rejected; or

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

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

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

(a) an Approval Notice; or

(b) a Non Approval Notice;

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

1.4 Finance Approval: Approval Notice Given

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

(a) Finance Approval has been obtained; or

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

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

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

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

1.6 Buyer Must Keep Seller Informed: Evidence

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

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

1.7 Right To Terminate

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

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

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

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

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

1.8 Waiver

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

1.9 Definitions

In this Clause:

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

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

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

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

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

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

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

(a) for the Amount of Loan;

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

Latest Time means:

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

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

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

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

Non Approval Notice means:

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

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

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

SPECIAL CONDITIONS

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

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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	Petra Csukardy				
Address	300 Kalamunda Road				
Suburb	Maida Vale	State	WA	Postcode	6057
Name	Gabor Endre Csukardy				
Address	300 Kalamunda Road				
Suburb	Maida Vale	State	WA	Postcode	6057

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 Petra Csukardy

Date _____

Signature _____

Name Gabor Endre Csukardy

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

300 Kalamunda Road, Maida Vale WA 6057

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.

Registered Builder

9.6 "Report" means the report performed in accordance with Appendix A of the Standard by a ~~Consultant~~. 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

300 Kalamunda Road, Maida Vale WA 6057

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
1377	**821**

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 119 ON DIAGRAM 46523

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

GABOR ENDRE CSUKARDY
PETRA CSUKARDY
BOTH OF 300 KALAMUNDA ROAD, MAIDA VALE
AS JOINT TENANTS

(T L138610) REGISTERED 13/11/2009

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

1. A805957 EASEMENT TO SHIRE OF KALAMUNDA. SEE SKETCH ON VOL 1377 FOL 821. REGISTERED 4/4/1974.
2. L138611 MORTGAGE TO WESTPAC BANKING CORPORATION REGISTERED 13/11/2009.

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:	1377-821 (119/D46523)
PREVIOUS TITLE:	1378-314
PROPERTY STREET ADDRESS:	300 KALAMUNDA RD, MAIDA VALE.
LOCAL GOVERNMENT AUTHORITY:	CITY OF KALAMUNDA

LANDGATE COPY OF ORIGINAL NOT TO SCALE 06/02/2025 02:22 PM Request number: 67754021

Landgate
www.landgate.wa.gov.au

ORIGINAL – NOT TO BE REMOVED FROM OFFICE OF

CT 1377 0821 F

1377 821

Application A805958 WESTERN AUSTRALIA

Volume 1378 Folio 314

CERTIFICATE OF TITLE

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

VOL. 1377 FOL. 821

Page 1 (of 2 pages)

I certify that the person described in the First Schedule hereto is the registered proprietor of the undermentioned estate in the undermentioned land subject to the easements and encumbrances shown in the Second Schedule hereto.

REGISTRAR OF TITLES

DATED 4th April, 1974

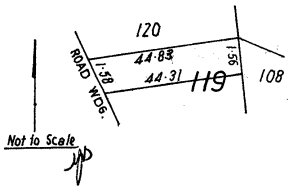
ESTATE AND LAND REFERRED TO

Estate in fee simple in portion of Swan Location 2159 and being Lot 119 on Diagram 46523, delineated and coloured green on the map in the Third Schedule hereto.

FIRST SCHEDULE (continued overleaf)

~~Laurence Alfred Byatt Yalber and Maureen Rose Byatt, his wife, as joint tenants, of two~~ undivided fourth shares, Keith Douglas Ponsford, Land Salesman and ~~Kathleen~~ Lilian Ponsford, his wife, as joint tenants, of one undivided fourth share, Nigel Paul Wright, Land Salesman and ~~Susan Lesley~~ Wright, his wife, as joint tenants, of one undivided fourth share, ~~all of Lot 1469 Balfour Street, Cosnells, as tenants in common.~~

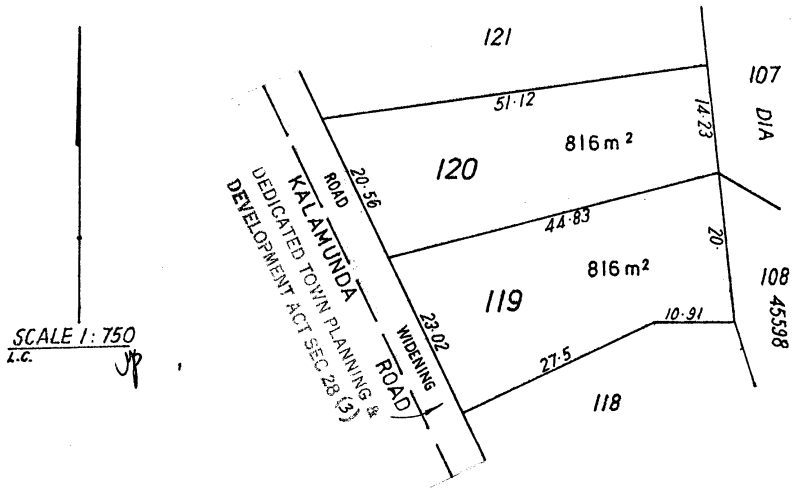
SECOND SCHEDULE (continued overleaf)



1. TRANSFER A805957. 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 Kalamunda. Registered 4.4.74 at 3.39 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

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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
~~Skyline Developments Ltd., of 220 St. George's Terrace, Perth.~~	~~Transfer~~	~~A805959~~	~~4.4.74~~	~~3.39~~		
~~Jaxon Construction Pty. Ltd., of 190 Hay Street, East Perth.~~	Transfer	B21586	11.9.75	2.21		
~~David Llewellyn Booker, Leading Hand, and Maureen Ann Booker, Married Woman, both of 13 Limpet Court, South Hedland, as joint tenants.~~	Transfer	B154467	24.5.76	9.30		
Geoffrey Peter Bear of 30 Clianthus Way, Koongamia, Bobcat Operator.	Transfer	D603534	13.11.87	12.09		

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~~	~~B154468~~	~~to Australia and New Zealand Banking Group Limited.~~	~~24.5.76~~	~~9.30~~			Discharged	B446998	9.12.77		
~~Mortgage~~	~~B446999~~	~~to Perth Building Society.~~	~~9.12.77~~	~~11.24~~			Discharged	C571737	23.6.83		
~~Mortgage~~	~~D27224~~	~~to Westpac Banking Corporation.~~	~~22.5.85~~	9.09			Discharged	D603533	13.11.87		
Mortgage	D603535	to Challenge Bank Ltd.	13.11.87	12.09							

CERTIFICATE OF TITLE VOL. 1377 FOL. 821

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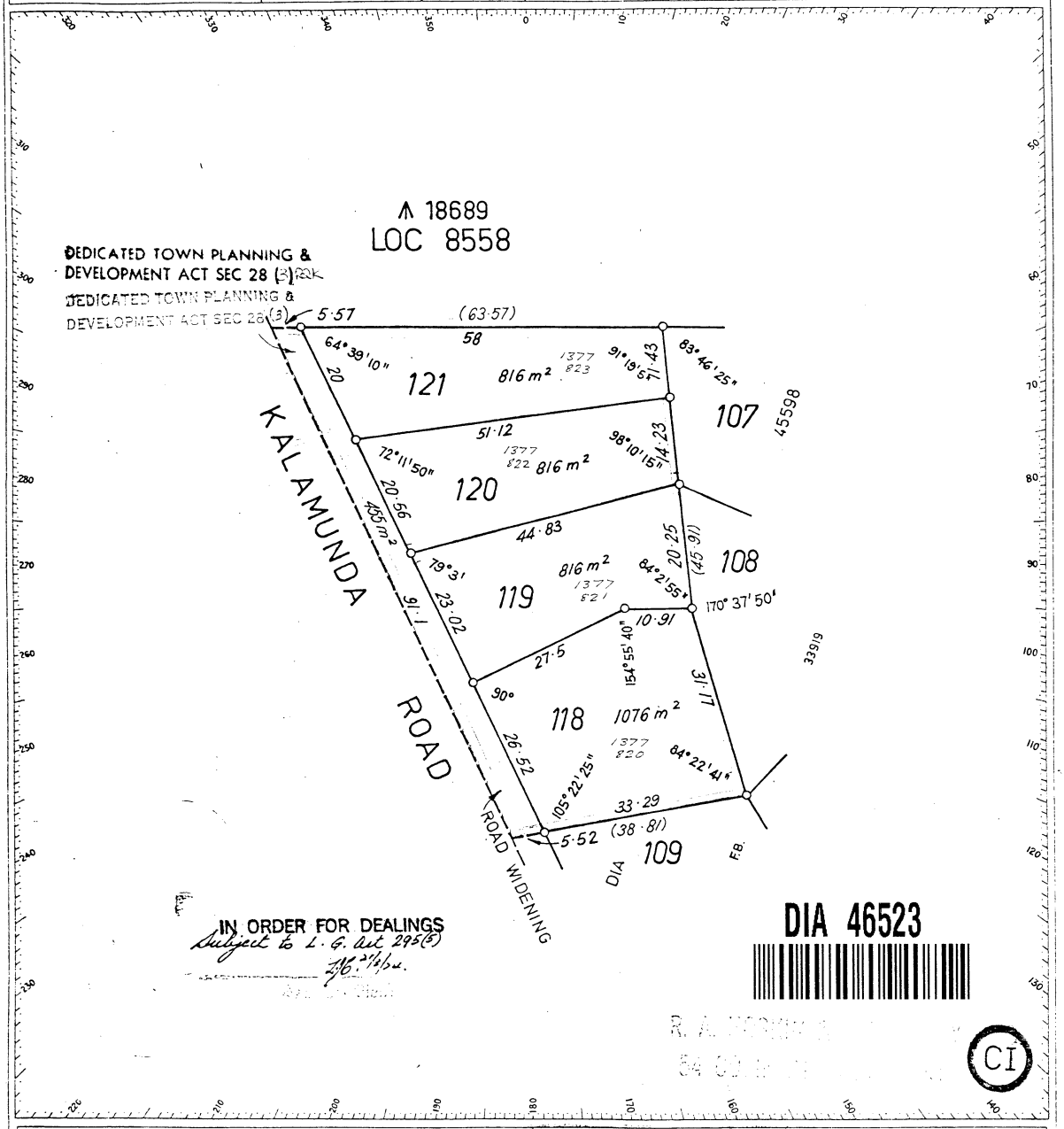
Town or District.	Number of Lot or Location.	Field Book.	Scale	Certificate in which Land is Vested.	Area
SWAN	PT LOC 2159	33813	1:750	Vol. 1056 Fol. 351 Now 1378 3/4	3524 m² GREEN 455 m² BROWN 3979 m² TOTAL



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.

J. V. Keahnie
Licensed Surveyor.

Date 26 11 73

Approved by Town Planning Board

File 33797

7 DEC 73

David Cau
Chairman

Date 12. 2. 74

Approved	On	Registered	Diagram No.
Inspector of Plans and Surveys Examined B. Eastwood 20-3-74 Date 4-4-74 K. MILLBAND 2 p. 66	Plan Diagram 10680 Index Plan ~~5447~~ PERTH 2000 23.25		46523

29734/9/66-2M-O DK'T DIA 18727

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Diagram 46523

Lot	Certificate of Title	Lot Status	Part Lot
118	1377/820	Registered	
119	1377/821	Registered	
120	1377/822	Registered	
121	1377/823	Registered	

No. A805957

EASEMENT

FEES (office use)	$	¢
	12	—

Parties ....L.A. & M.R. BYATT.....
K.D. & K.L. PONSFORD
...N.P. & S.L. WRIGHT.....
and
.....
SHIRE OF KALAMUNDA

Lodged by WALSH & BARRETT, SOLICITORS
Address 297 MURRAY STREET, PERTH
Phone No. 22.2344

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

PARTIALLY CANCELLED

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

1. Dup Easement
2. .....
3. .....
4. .....
5. .....
6. .....

Received items

No's 1

Rec. Clerk.

BELOW THIS LINE FOR OFFICE USE ONLY

Registered 4th April 1974

at 3:39 o'clock and

particulars entered in the Register Book.

Encumbrances not notified on face.

New Titles to issue or Endorsing instruction.

Initials of Signing Officer.

EXAMINED.

LT14
24
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REGISTRAR OF TITLES.

DRAFTING

63910/10/69-10M-O/MGD

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WESTERN AUSTRALIAN STAMP DUTIES

119) Stamp Act 1921

General ... 640554 $ 0 0 GHUPLST $***0.00

PROPS STATE TAXATION

WESTERN AUSTRALIA.
Transfer of Land Act 1893 as amended

No. A805957

Blank Instrument Form (see footnote)

(type of nt here. a. EASEMENT

WE LAURENCE ALFRED BYATT, Valuer, and MAUREEN ROSE BYATT, his wife; KEITH DOUGLAS PONSFORD, Land Salesman, and KATHLEEN LILIAN PONSFORD his wife; NIGEL PAUL WRIGHT, Land Salesman and SUSAN LESLEY WRIGHT;= his wife; all C/- Lot 1469 Balfour Street GOSNELLS in the State of Western Australia (hereinafter called "the Transferors") which expression shall include the or the registered proprietor the balance registered proprietor for the time being of the land comprised in Certificate of Title Volume 1056 Folio 351 and being ~~the~~ portion of Swan Location 2159 being part ~~the subject~~ of diagram 10680 ~~as is shown on plan hereon coloured green~~ (hereinafter called "the said land") subject to the encumbrances notified hereunder. IN CONSIDERATION of the Town Planning Letter of Approval, Condition No.5 dated 23rd May 1973, File No. 33797 DO HEREBY TRANSFER AND AND GRANT to the Shire of Kalamunda, of Canning Road Kalamunda (hereinafter called "the Transferees") its surveyors, workmen, officers, servants and others acting under the authority of the Shire full power and authority from time to time as the occasion may require to enter upon the said land with such plant and tools as may be necessary for all or any of the following purposes: -

1. The Transferor hereby transfers to the Transferee the full and free right and liberty to enter upon the said land of the Transferor delineated and coloured blue in the plan in the Schedule hereto (by its agents and engineers servants workmen and others and with vehicles and plant) and to construct thereon such drains and works associated there with as it sees fit and at all times to discharge and to convey storm and other waste water along the drains so constructed and for this purpose to enter upon the said land of the Transferor delineated and coloured blue in the said plan (by its agents engineers servants workmen and others and with vehicles and plant) and to inspect cleanse take up and reconstruct the drains and works or any parts thereof.

2. The Transferor HEREBY COVENANTS with the Transferee so as to bind the land of the Transferor:-

(a) That the said drains and works shall at all times remain on the land of the Transferor and be used for the purposes aforesaid.

(b) That the Transferor will not plant or permit to be planted any trees or other plants which may damage or affect in any way the said drains and works and

(c) That the Transferorwill not without the prior written permission of the Transferee and subject to such conditions as the Transferee may impose erect any building or structure of any kind whatsoever on the said land delineated and coloured blue on the said plan.

1957 RV-2

NOTE: This Form may be used only when the "Box Type" Form is not suitable. It may be completed in narrative style.

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3. The Transferee HEREBY COVENANTS with the Transferor:-

(a) to exercise the easement hereby granted in such manner as to cause as little inconvenience as practible to the land of the Transferor and

(b) forthwith to remedy and make good any da age to the land of the Transferor which may result from the exercise of this easement by the Transferee.

4. The Transferor agrees to pay to the Transferee the cost of construct ions of the said drain under Clause 1 hereof.

IN WITNESS whereof the Transferor has set his hand and seal and the Transferee has affixed its Common Seal the day and year first hereinafter written.

DATED the 24th day of March 1974

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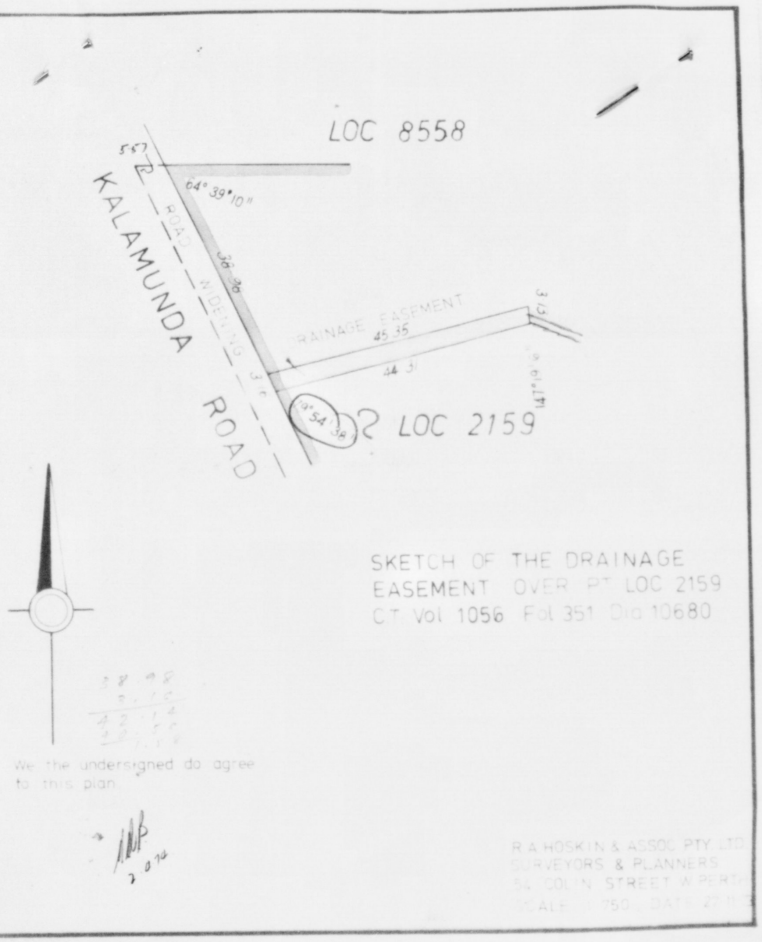

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Signed by the said:-

Laurence Alfred Byatt. L.A. Byatt

Maureen Rose Byatt. M.R. Byatt

Keith Douglas Ponsford. K.D. Ponsford

Kathleen Lilian Ponsford. K.L. Ponsford

Nigel Paul Wright.

Susan Lesley Wright. Susan Wright

A. Powell
A. Powell
A. Powell
A. Powell
A. Powell
A. Powell, Secretary,
121 Gwenyfred Road,
Kensington W.A. 6151

THE COMMON SEAL of the SHIRE OF KALAMUNDA was hereunto affixed by authority of a resolution of the Council in the presence of :

PRESIDENT

SHIRE CLERK

SHIRE OF KALAMUNDA COMMON SEAL

1957 RV.2

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