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 5 Shearing Rise
Suburb Wundowie State WA Postcode 6560
Lot 61 Deposited/~~Survey/Strata/Diagram~~/Plan 408489 Whole / ~~Part~~ Vol 2907 Folio 914
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 Rachael Rutendo Bourke
Address 5 Shearing Rise
Suburb Wundowie State WA Postcode 6560

Name Bryce Robert Bourke
Address 5 Shearing Rise
Suburb Wundowie State WA Postcode 6560

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 Rachael Rutendo Bourke

Date _____

Signature _____

Name Bryce Robert Bourke

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

5 Shearing Rise, Wundowie WA 6560

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

5 Shearing Rise, Wundowie WA 6560

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
2907	**914**

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 61 ON DEPOSITED PLAN 408489

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

RACHAEL RUTENDO BOURKE
BRYCE ROBERT BOURKE
BOTH OF 5 SHEARING RISE WUNDOWIE WA 6560
AS JOINT TENANTS

(T P916206) REGISTERED 13/3/2024

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

1. EXCEPT AND RESERVING METALS, MINERALS, GEMS AND MINERAL OIL SPECIFIED IN TRANSFER 10359/1951.
2. N401334 NOTIFICATION CONTAINS FACTORS AFFECTING THE WITHIN LAND. LODGED 25/8/2016.
3. N401335 NOTIFICATION CONTAINS FACTORS AFFECTING THE WITHIN LAND. LODGED 25/8/2016.
4. RESTRICTIVE COVENANT BURDEN - SEE DEPOSITED PLAN 408489 AND INSTRUMENT N401333
5. RESTRICTIVE COVENANT BENEFIT - SEE SEE DEPOSITED PLAN 408489 AND INSTRUMENT N401333
6. R014699 MORTGAGE TO NATIONAL AUSTRALIA BANK LTD REGISTERED 22/9/2026.

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:	DP408489
PREVIOUS TITLE:	2876-164
PROPERTY STREET ADDRESS:	5 SHEARING RISE, WUNDOWIE.
LOCAL GOVERNMENT AUTHORITY:	SHIRE OF NORTHAM

LANDGATE COPY OF ORIGINAL NOT TO SCALE 02/11/2026 04:52 PM Request number: 70600810

Landgate
www.landgate.wa.gov.au

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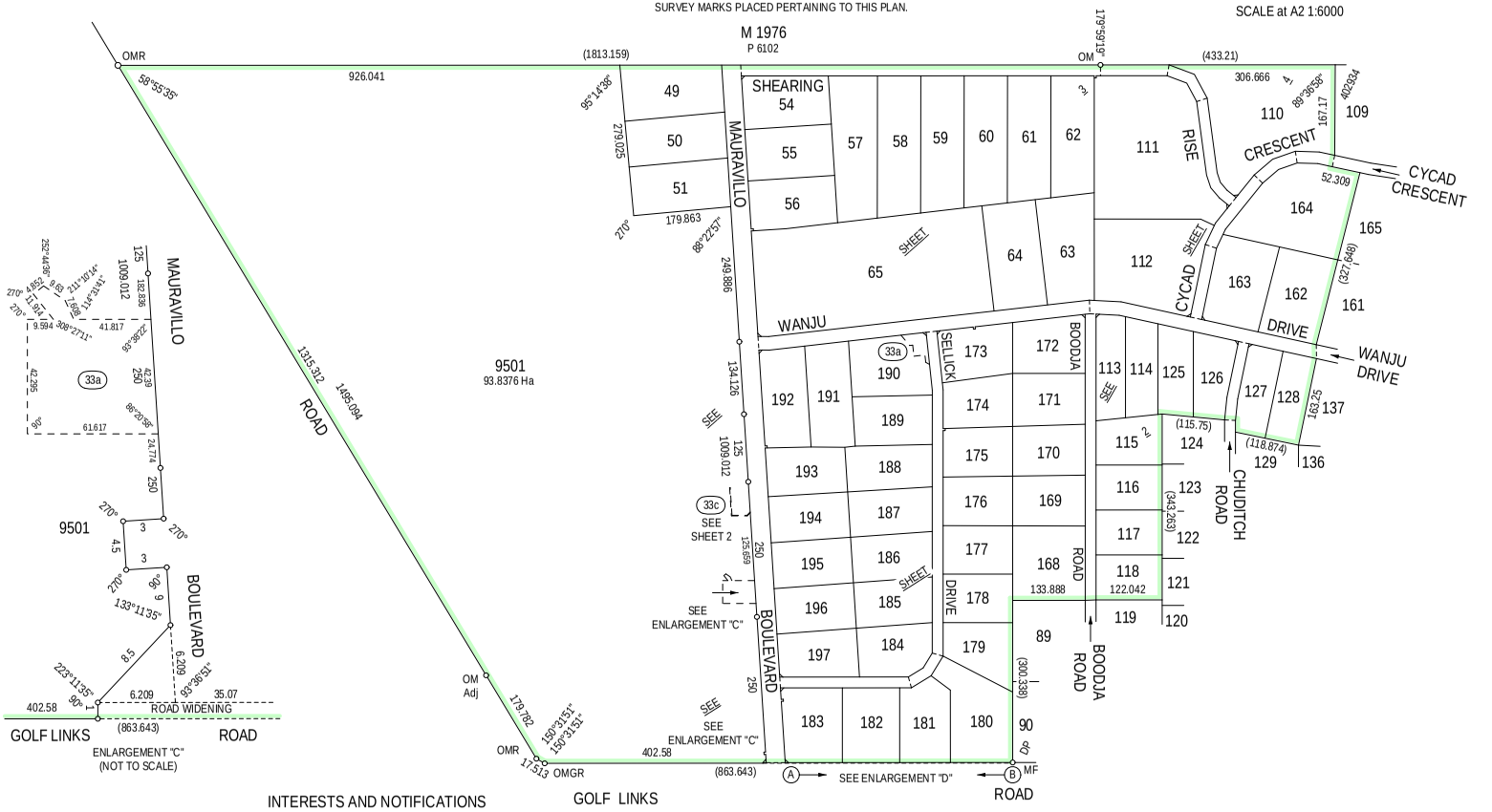
AMENDMENTS TABLE (PLAN GRAPHICS ONLY)

VER.	AMENDMENT	AUTHORISED BY	DATE

SURVEY CARRIED OUT UNDER REGULATION 26A
SPECIAL SURVEY AREA GUIDELINES
SEE SURVEY SHEETS FOR SURVEY INFORMATION
USE ONLY THE SURVEY SHEET/S WHEN DETERMINING THE TRUE FINAL POSITION AND TYPE OF ALL SURVEY MARKS PLACED PERTAINING TO THIS PLAN.



INTERESTS AND NOTIFICATIONS

SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN	LAND BURDENED	BENEFIT TO	COMMENTS
33a (SHEETS 1 & 3)	EASEMENT (DRAINAGE)	SECTION 167 OF THE P & D ACT, Reg 33(a)	THIS PLAN	LOTS 190 & 9501	SHIRE OF NORTHAM	
33c (SHEET 2)	EASEMENT (ELECTRICITY SUPPLY)	SECTION 167 OF THE P & D ACT, Reg 33(c)	THIS PLAN	LOT 9501	ELECTRICITY NETWORKS CORPORATION	
	RESTRICTIVE COVENANT	SECTION 136D OF THE TLA	THIS PLAN & DOC N401333	ALL LOTS EXCEPT LOT 9501	ALL LOTS EXCEPT LOT 9501	
A to B (SHEET 1)	COVENANT	SECTION 150 OF THE P & D ACT	THIS PLAN	LOTS 180 - 183	SHIRE OF NORTHAM	NO VEHICULAR ACCESS TO/FROM GOLF LINKS ROAD
	NOTIFICATION	SECTION 70A OF THE TLA	DOC N401334	ALL LOTS EXCEPT LOT 9501		FIRE MANAGEMENT PLAN NO RETICULATED SEWER BUILDING ENVELOPES STRUCTURE PLAN PROVISIONS
	NOTIFICATION	SECTION 70A OF THE TLA	DOC N401335	ALL LOTS EXCEPT LOT 9501		SUB-STANDARD WATER PRESSURE
	NOTIFICATION	SECTION 165 OF THE P & D ACT	DOC N401336	LOTS 62, 63, 110 - 114, 125 - 128 & 162 - 164		VICINITY OF BAUXITE MINERALISATION

SPECIAL SURVEY AREA SUBDIVISION

HELD BY LANDGATE IN DIGITAL FORMAT ONLY

BSO DEVELOPMENT CONSULTANTS
Licensed Surveyors, Project Managers, Town Planning, Residential/Commercial Projects
8 Fairbairn Road, P.O. Box 414, Busselton W.A. 6280
T: (08) 9754 1188 F: (08) 9754 2828
E: admin@bsodc.com.au
29-7-16 HJB 2165Sub2 DP408489-B-s1.mjo

TYPE	FREEHOLD	S.S.A. YES
PURPOSE	SUBDIVISION	

PLAN OF LOTS 49 - 51, 54 - 65, 110 - 118, 125 - 128, 162 - 164, 168 - 197 & 9501, EASEMENTS, COVENANT, RESTRICTIVE COVENANT, ROAD WIDENING & ROADS

FORMER TENURE
LOT 9500 ON DP 402934 CT 2876 - 164

LOCAL AUTHORITY
SHIRE OF NORTHAM

LOCALITY
WUNDOWIE

D.O.L. FILE

FIELD RECORD 129848 & 137710

SURVEYOR'S CERTIFICATE - REG 54
I, Peter F. HARDING
hereby certify that this plan is accurate and is a correct representation of the -
(a) *survey; and/or
(b) *calculations from measurements recorded in the field records,
[* delete if inapplicable]
undertaken for the purposes of this plan and that it complies with the relevant written law(s) in relation to which it is lodged.

Peter Frank Harding
2016.08.02 06:58:14 +08'00'
LICENSED SURVEYOR DATE

LODGED
4-Aug-16 DATE | $4701.50 FEE PAID | 19909934 ASSESS No.

I.S.C.

EXAMINED
G.FONG
16-Aug-16 DATE

WESTERN AUSTRALIAN PLANNING COMMISSION
FILE 152610
Delegated under S.16 P&D Act 2005
24-Aug-2016 DATE

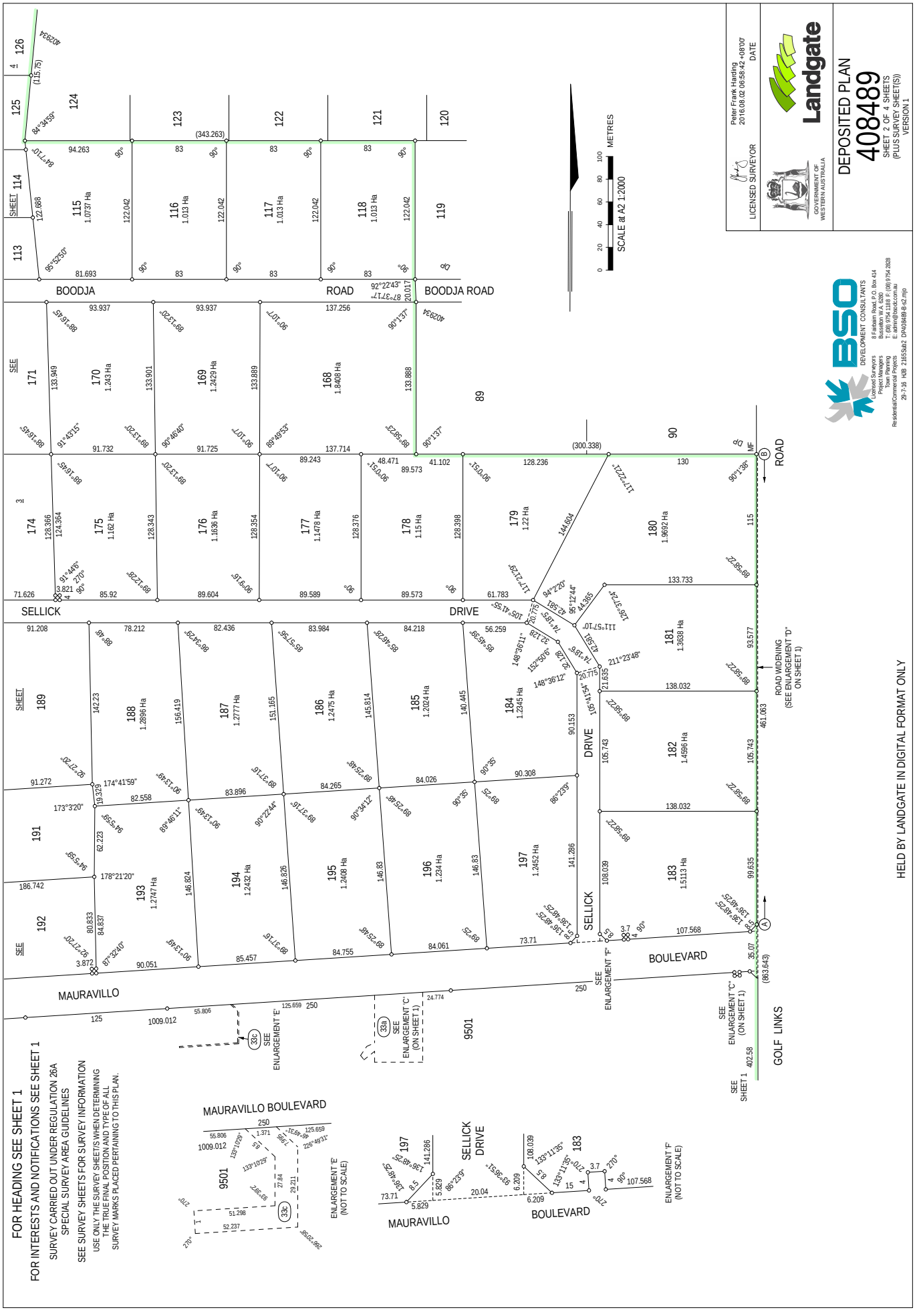
IN ORDER FOR DEALINGS
SUBJECT TO
Sec's 150, 165, 167, 168(1)(2) & 168(3) P&D ACT
Sec's 70A & 136D TLA
25-Aug-16
FOR INSPECTOR OF PLANS AND SURVEYS DATE

APPROVED Reg 26A (4)
25-8-2016
INSPECTOR OF PLANS AND SURVEYS DATE
(S. 18 Licensed Surveyors Act 1909)

GOVERNMENT OF WESTERN AUSTRALIA

Landgate

DEPOSITED PLAN
408489
SHEET 1 OF 4 SHEETS
(PLUS SURVEY SHEET(S))
VERSION 1



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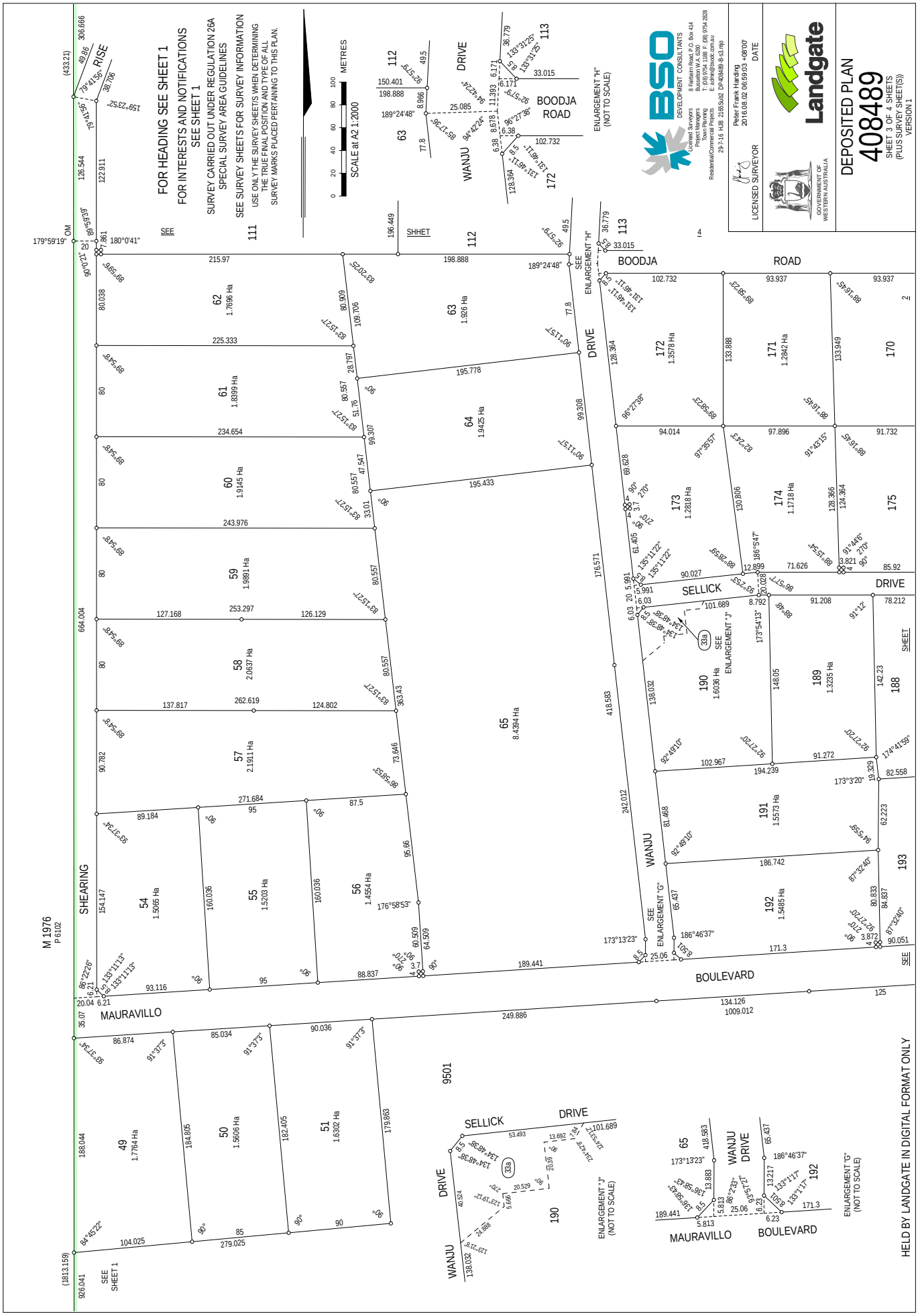

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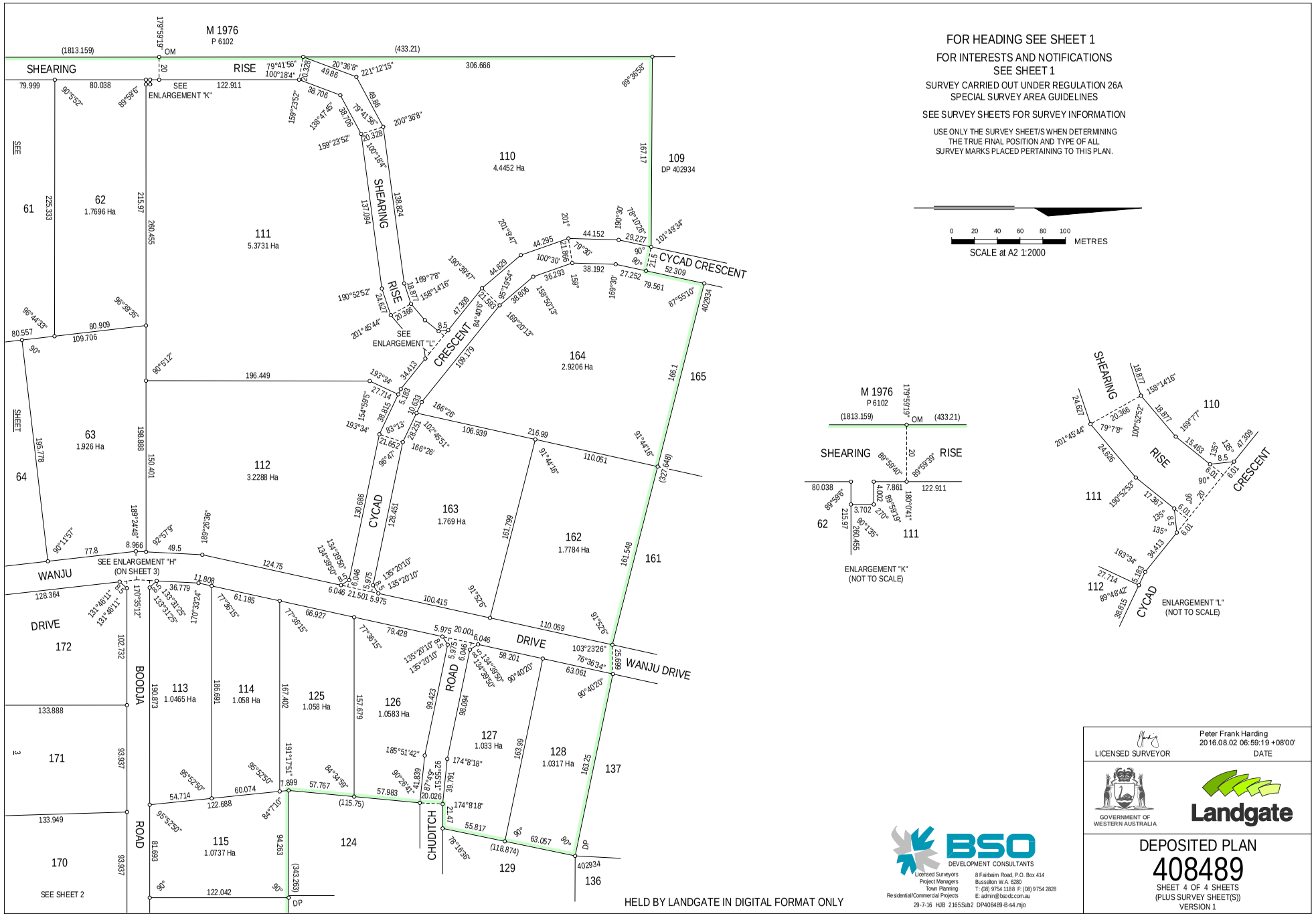

FOR HEADING SEE SHEET 1

FOR INTERESTS AND NOTIFICATIONS
SEE SHEET 1

SURVEY CARRIED OUT UNDER REGULATION 26A
SPECIAL SURVEY AREA GUIDELINES

SEE SURVEY SHEETS FOR SURVEY INFORMATION

USE ONLY THE SURVEY SHEET/S WHEN DETERMINING
THE TRUE FINAL POSITION AND TYPE OF ALL
SURVEY MARKS PLACED PERTAINING TO THIS PLAN.

0 20 40 60 80 100 METRES

SCALE at A2 1:2000

ENLARGEMENT "K"
(NOT TO SCALE)

ENLARGEMENT "L"
(NOT TO SCALE)

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BSO DEVELOPMENT CONSULTANTS
Licensed Surveyors
Project Managers
Town Planning
Residential/Commercial Projects
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Busselton W.A. 6280
T: (08) 9754 1188 F: (08) 9754 2828
E: admin@bsodc.com.au
29-7-16 HJB 2165Sub2 DP408489-B-s4.mjo

Peter Frank Harding
2016.08.02 06:59:19 +08'00'
LICENSED SURVEYOR DATE

GOVERNMENT OF WESTERN AUSTRALIA

Landgate

DEPOSITED PLAN
408489
SHEET 4 OF 4 SHEETS
(PLUS SURVEY SHEET(S))
VERSION 1

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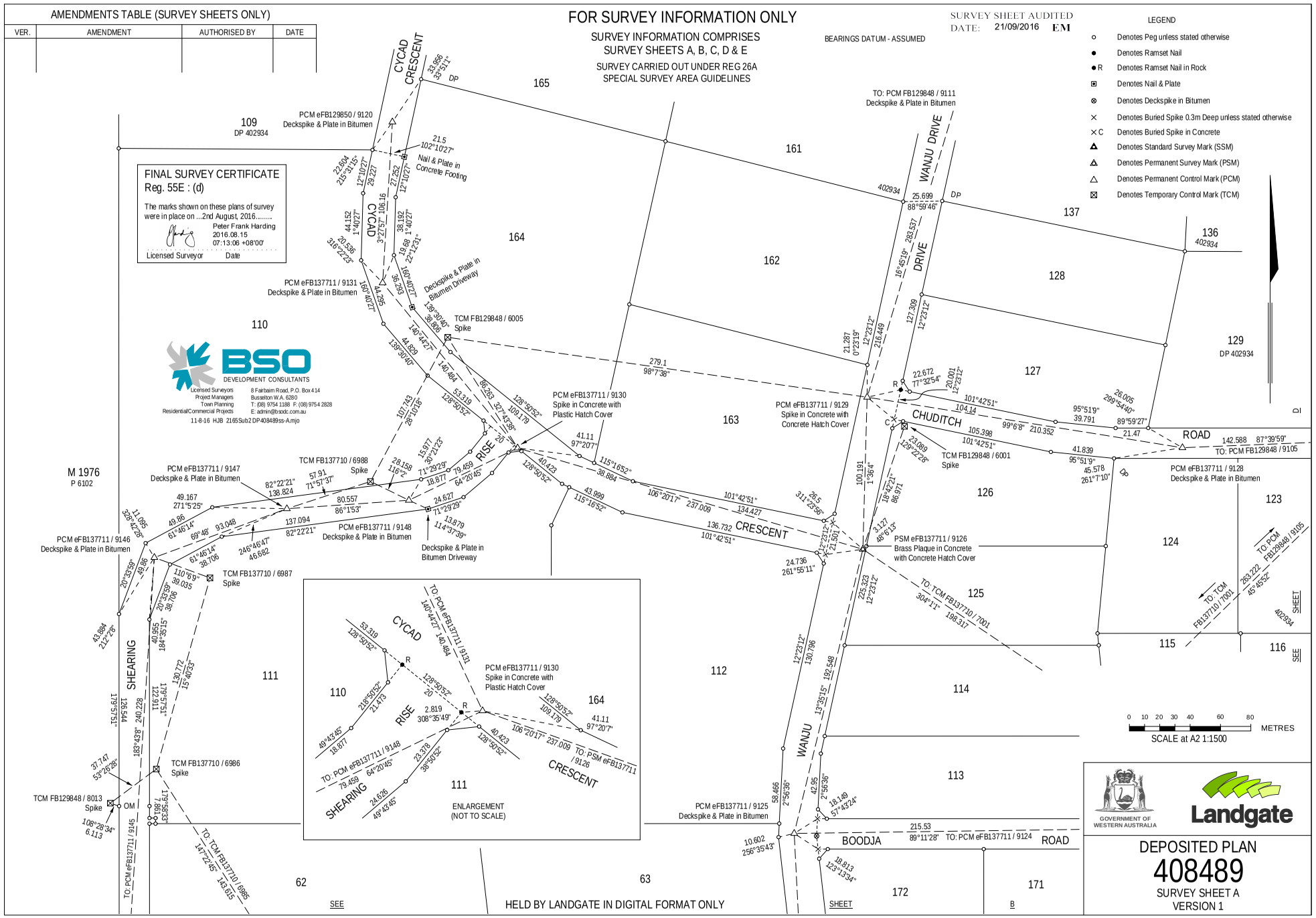



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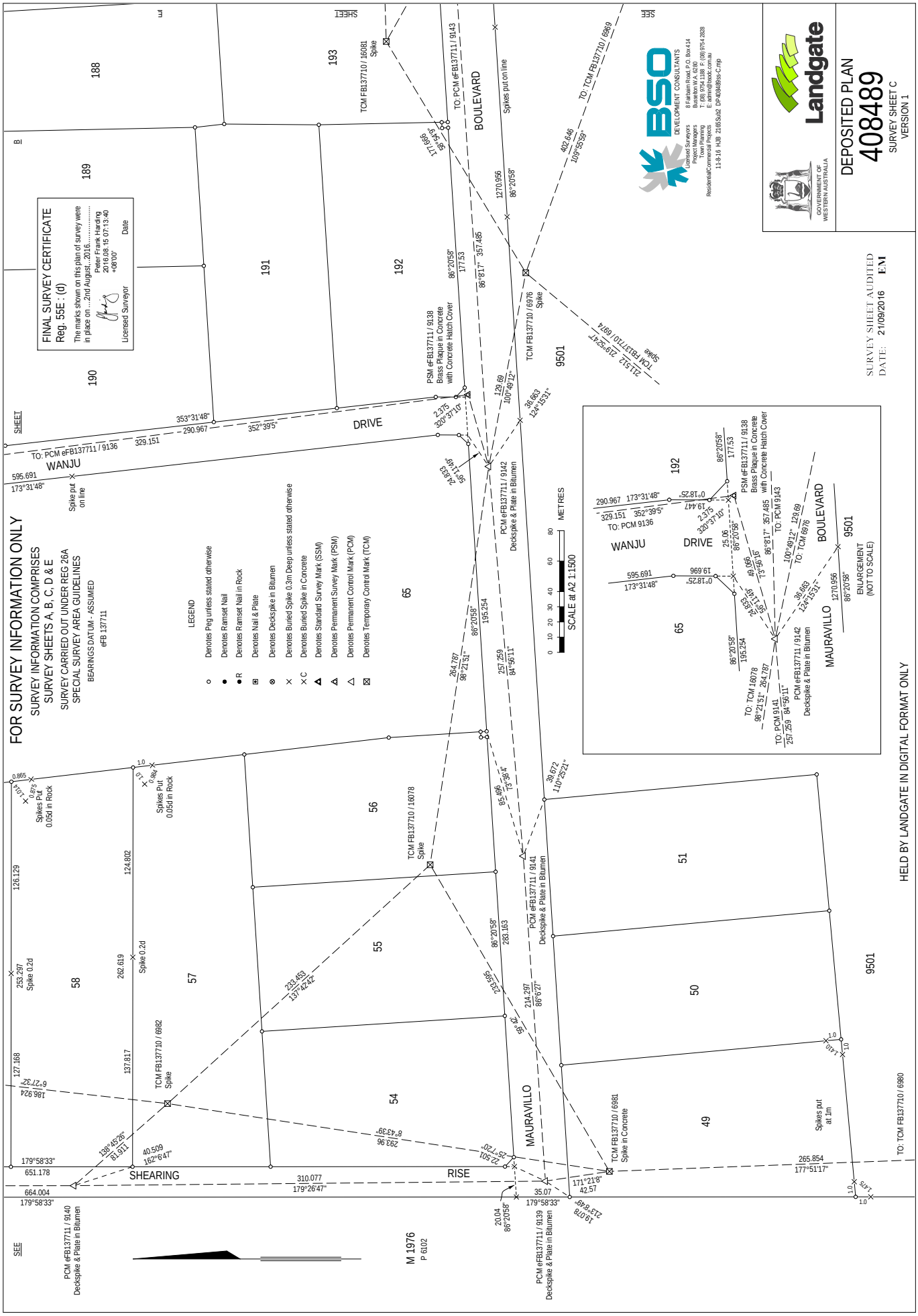

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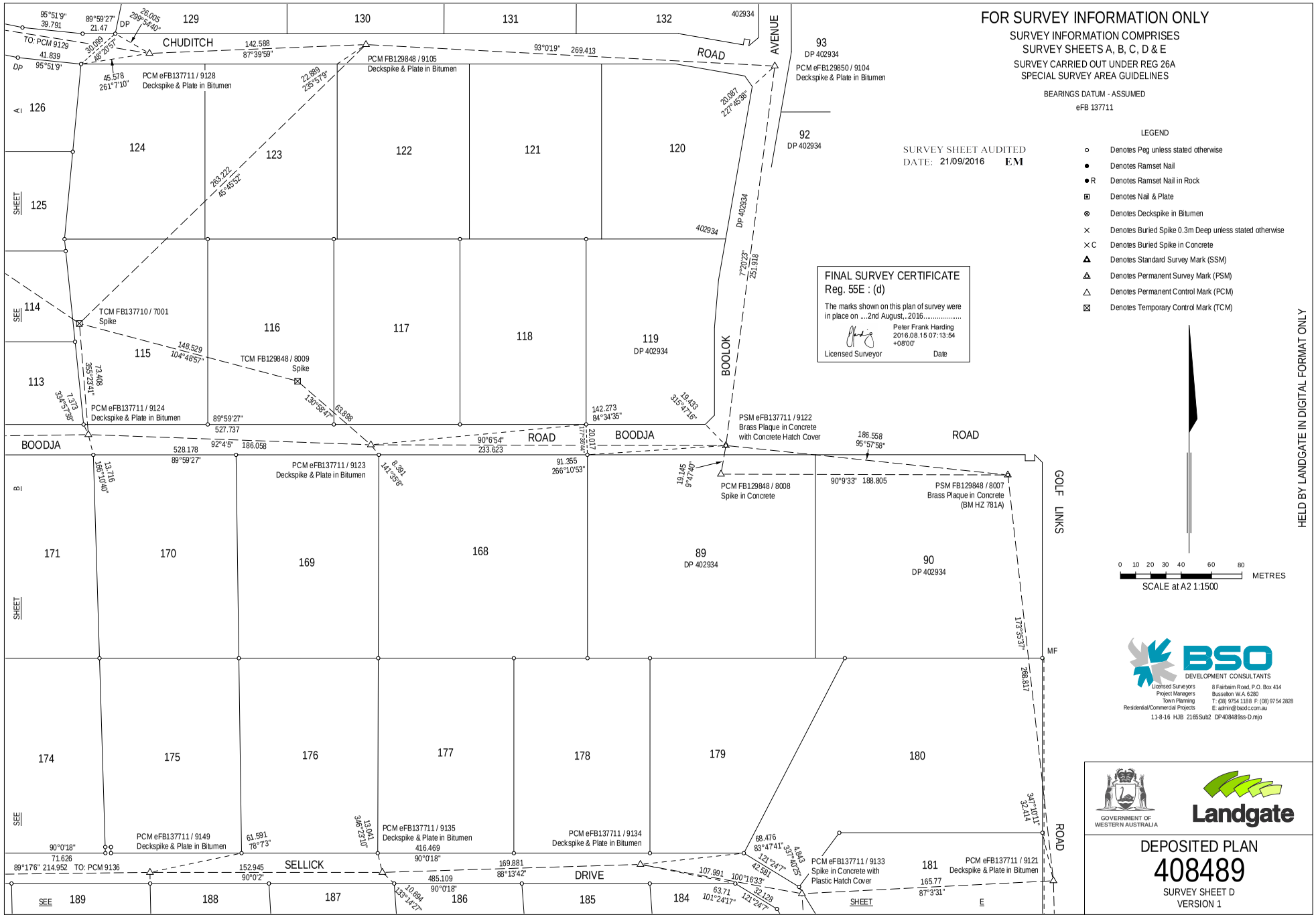

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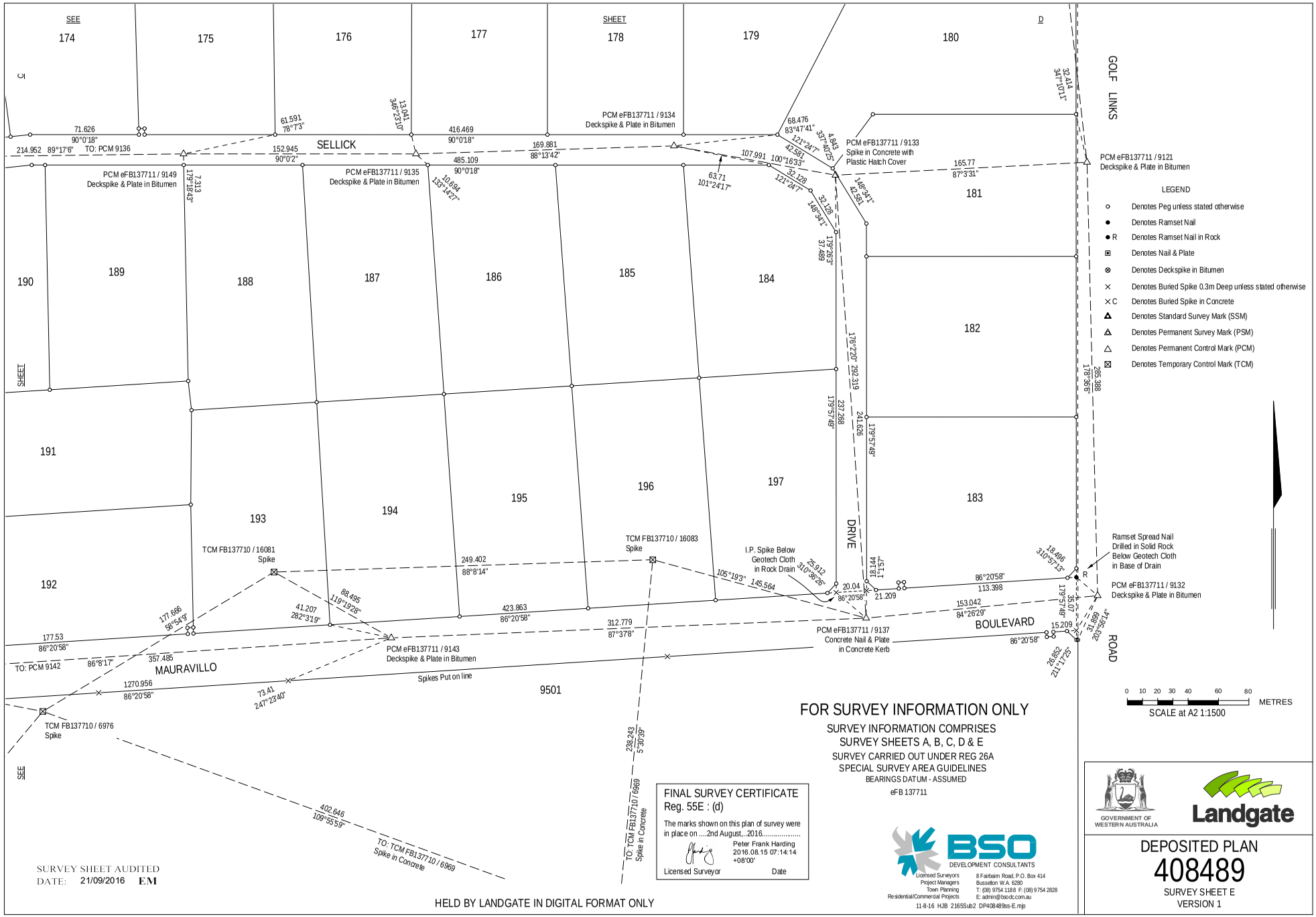

FOR SURVEY INFORMATION ONLY

SURVEY INFORMATION COMPRISES
SURVEY SHEETS A, B, C, D & E
SURVEY CARRIED OUT UNDER REG 26A
SPECIAL SURVEY AREA GUIDELINES
BEARINGS DATUM - ASSUMED
eFB 137711

FINAL SURVEY CERTIFICATE
Reg. 55E : (d)

The marks shown on this plan of survey were in place on ....2nd August,...2016.....

Peter Frank Harding
2016.08.15 07:14:14 +08'00'

Licensed Surveyor Date

SURVEY SHEET AUDITED
DATE: 21/09/2016 EM

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BSO DEVELOPMENT CONSULTANTS
Licensed Surveyors
Project Managers
Town Planning
Residential/Commercial Projects
8 Fairbairn Road, P.O. Box 414
Busselton W.A. 6280
T: (08) 9754 1188 F: (08) 9754 2828
E: admin@bsodc.com.au
11-8-16 HJB 2165Sub2 DP408489ss-E.mjp

GOVERNMENT OF WESTERN AUSTRALIA
Landgate

DEPOSITED PLAN
408489
SURVEY SHEET E
VERSION 1

Deposited Plan 408489

Lot	Certificate of Title	Lot Status	Part Lot
49	2907/904	Registered	
50	2907/905	Registered	
51	2907/906	Registered	
54	2907/907	Registered	
55	2907/908	Registered	
56	2907/909	Registered	
57	2907/910	Registered	
58	2907/911	Registered	
59	2907/912	Registered	
60	2907/913	Registered	
61	2907/914	Registered	
62	2907/915	Registered	
63	2907/916	Registered	
64	2907/917	Registered	
65	2907/918	Registered	
110	2907/919	Registered	
111	2907/920	Registered	
112	2907/921	Registered	
113	2907/922	Registered	
114	2907/923	Registered	
115	2907/924	Registered	
116	2907/925	Registered	
117	2907/926	Registered	
118	2907/927	Registered	
125	2907/928	Registered	
126	2907/929	Registered	
127	2907/930	Registered	
128	2907/931	Registered	
162	2907/932	Registered	
163	2907/933	Registered	
164	2907/934	Registered	
168	2907/935	Registered	
169	2907/936	Registered	
170	2907/937	Registered	
171	2907/938	Registered	
172	2907/939	Registered	
173	2907/940	Registered	
174	2907/941	Registered	
175	2907/942	Registered	
176	2907/943	Registered	
177	2907/944	Registered	
178	2907/945	Registered	
179	2907/946	Registered	
180	2907/947	Registered	
181	2907/948	Registered	

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Deposited Plan 408489

Lot	Certificate of Title	Lot Status	Part Lot
182	2907/949	Registered	
183	2907/950	Registered	
184	2907/951	Registered	
185	2907/952	Registered	
186	2907/953	Registered	
187	2907/954	Registered	
188	2907/955	Registered	
189	2907/956	Registered	
190	2907/957	Registered	
191	2907/958	Registered	
192	2907/959	Registered	
193	2907/960	Registered	
194	2907/961	Registered	
195	2907/962	Registered	
196	2907/963	Registered	
197	2907/964	Registered	
9501	2907/965	Registered	
0	N/A	Retired	
0	N/A	Registered	
0	N/A	Retired	
0	N/A	Retired	
0	N/A	Registered	
0	N/A	Registered	
0	N/A	Registered	
0	N/A	Registered	
0	N/A	Retired	
0	N/A	Registered	
0	N/A	Retired	
0	N/A	Registered	
0	N/A	Registered	
0	N/A	Retired	
0	N/A	Retired	

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INSTRUCTIONS

1. If insufficient space in any section, Additional Sheet, Form B1, should be used with appropriate headings. The boxed sections should only contain the words "see page ..."
2. 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.

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 number, to be stated.
2. REGISTERED PROPRIETOR
   State full name and address of the Registered Proprietors as shown on the Certificate of Title and the address / addresses to which future Notices can be sent.
3. LOCAL GOVERNMENT / PUBLIC AUTHORITY
   State the name of the Local Government or the Public Authority preparing and lodging this notification.
4. FACTOR AFFECTING THE USE AND ENJOYMENT OF LAND
   Describe the factor affecting the use or enjoyment of land.
5. ATTESTATION OF LOCAL GOVERNMENT / PUBLIC AUTHORITY
   To be attested in the manner prescribed by the Local Government Act or as prescribed by the Act constituting the Public Authority.
6. REGISTERED PROPRIETOR'S EXECUTION
   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

N401334 NR

04 Aug 2016 13:53:11 Perth

NOTIFICATION

LODGED BY

ADDRESS WORLDWIDE SETTLEMENTS PTY LTD
ACN 008 957 999
102/48 OUTRAM STREET
WEST PERTH WA 6005

PHONE No. PH 9481 4506 FAX 9481 5051

FAX No

REFERENCE No.

ISSUING BOX No. 403 A

PREPARED BY	BSO Development Consultants		
ADDRESS	PO Box 414 Busselton WA 6280		
PHONE No.	08 9754 1188	FAX No.	08 9754 2828

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

3/5

TITLES, LEASES, DECLARATIONS ETC. LODGED HEREWITH

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

Received Items

Nos. 0

Receiving Clerk

Lodged 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.

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ADDITIONAL PAGE TO SECTION 70A OF TL ACT NOTIFICATION (Page 4)

Description of Land		Extent	Volume	Folio
42.	Lot 178 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
43.	Lot 179 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
44.	Lot 180 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
45.	Lot 181 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
46.	Lot 182 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
47.	Lot 183 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
48.	Lot 184 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
49.	Lot 185 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
50.	Lot 186 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
51.	Lot 187 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
52.	Lot 188 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
53.	Lot 189 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
54.	Lot 190 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
55.	Lot 191 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
56.	Lot 192 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
57.	Lot 193 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
58.	Lot 194 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
59.	Lot 195 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
60.	Lot 196 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
61.	Lot 197 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164

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ADDITIONAL PAGE TO SECTION 70A OF TL ACT NOTIFICATION (Page 3)

	Description of Land	Extent	Volume	Folio
20.	Lot 114 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
21.	Lot 115 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
22.	Lot 116 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
23.	Lot 117 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
24.	Lot 118 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
25.	Lot 125 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
26.	Lot 126 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
27.	Lot 127 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
28.	Lot 128 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
29.	Lot 162 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
30.	Lot 163 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
31.	Lot 164 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
32.	Lot 168 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
33.	Lot 169 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
34.	Lot 170 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
35.	Lot 171 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
36.	Lot 172 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
37.	Lot 173 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
38.	Lot 174 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
39.	Lot 175 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
40.	Lot 176 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
41.	Lot 177 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164

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FORM B 1
FORM APPROVED
NO B2890
WESTERN AUSTRALIA

TRANSFER OF LAND ACT 1893 AS AMENDED

ADDITIONAL PAGE TO SECTION 70A OF TL ACT NOTIFICATION (Page 2)

	Description of Land	Extent	Volume	Folio
1.	Lot 49 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
2.	Lot 50 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
3.	Lot 51 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
4.	Lot 54 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
5.	Lot 55 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
6.	Lot 56 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
7.	Lot 57 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
8.	Lot 58 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
9.	Lot 59 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
10.	Lot 60 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
11.	Lot 61 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
12.	Lot 62 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
13.	Lot 63 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
14.	Lot 64 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
15.	Lot 65 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
16.	Lot 110 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
17.	Lot 111 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
18.	Lot 112 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
19.	Lot 113 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164

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FORM N 1

FORM APPROVED
NO. B2594

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

NOTIFICATION UNDER SECTION 70A

DESCRIPTION OF LAND (Note 1)	EXTENT	VOLUME	FOLIO
SEE ADDITIONAL PAGE			

REGISTERED PROPRIETOR (Note 2)

J.B. Investments Pty Ltd
18/21 The Esplanade
Mt Pleasant WA 6153

LOCAL GOVERNMENT / PUBLIC AUTHORITY (Note 3)

Shire of Northam

FACTOR AFFECTING USE OR ENJOYMENT OF LAND (Note 4)

No development is to take place outside the defined building envelopes, unless otherwise approved by the local government.
The lots are subject to a Fire Management Plan.
The Lots are subject to the provisions of the Shire of Northam's Local Structure Plan that relate to the use and management of the land.
A reticulated sewerage service is not available to the lots.

Dated this 25 day of JULY Year 2016

LOCAL GOVERNMENT / PUBLIC AUTHORITY ATTESTATION (Note 5)

The Common Seal of the Shire of Northam was hereunto affixed by Authority of the Shire in the presence of

SHIRE OF NORTHAM COMMON SEAL

(Shire President) - Sign — STEVEN POLLARD (Print Name)

(Chief Executive Officer) - Sign — JASON WHITEAKER (Print Name)

REGISTERED PROPRIETOR/S SIGN HERE (Note 6)

Signed on behalf of **JB Investments Pty Ltd**
(ACN 008 709 886)
By authority of its Director in accordance with Section 127 of the Corporations Act.

Director - Signature SOLE DIRECTOR & SOLE SECRETARY

JOHN BENJAMIN HARDLEY COURT
Full name of Director

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Document Notes:

IMPORTANT: THIS PAGE FORMS PART OF DOCUMENT [N401334] AND MAY CONTAIN REFERENCES TO AMENDMENTS OR CORRECTIONS TO THE DOCUMENT

25/8/2016 10:05:29
Lot Sync dealing time clock amended - see letter

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Worldwide Settlements Pty.Ltd. ABN 69 008 957 999
Licensed Real Estate Settlement Agents (Licensee)

2 August 2016

EV000251614 LTR

Landgate
Midland Square
MIDLAND WA 6056

RE: DEPOSITED PLAN 408489 (LOT SYNC)

I, Lyn Sampey am the settlement agent for the Applicant. I have authority to make and to authorise on behalf of such persons the following amendment.

I acknowledge that the registration date for the documents necessary to issue Certificates of Title and any following documents for Deposited Plan 408489 will be altered to concur with the yet to be established "In Order for Dealings" date of the said deposited plan.

Yours faithfully,
WORLDWIDE SETTLEMENTS

Lyn Sampey

Licensed Settlement Agent

Member of:
Australian Institute of Conveyancers

Suite 102/48 Outram Street, West Perth, Western Australia, 6005
Telephone (08) 9481 4506 Facsimile (08) 9481 5051

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INSTRUCTIONS

1. If insufficient space in any section, Additional Sheet, Form B1, should be used with appropriate headings. The boxed sections should only contain the words "see page ..."
2. 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.

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 number, to be stated.
2. REGISTERED PROPRIETOR
   State full name and address of the Registered Proprietors as shown on the Certificate of Title and the address / addresses to which future Notices can be sent.
3. LOCAL GOVERNMENT / PUBLIC AUTHORITY
   State the name of the Local Government or the Public Authority preparing and lodging this notification.
4. FACTOR AFFECTING THE USE AND ENJOYMENT OF LAND
   Describe the factor affecting the use or enjoyment of land.
5. ATTESTATION OF LOCAL GOVERNMENT / PUBLIC AUTHORITY
   To be attested in the manner prescribed by the Local Government Act or as prescribed by the Act constituting the Public Authority.
6. REGISTERED PROPRIETOR'S EXECUTION
   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

N401335 NR

04 Aug 2016 13:53:11 Perth

NOTIFICATION

LODGED BY

ADDRESS WORLDWIDE SETTLEMENTS PTY LTD
ACN 008 957 999
102/48 OUTRAM STREET
WEST PERTH WA 6005

PHONE No. PH 9481 4506 FAX 9481 5051

FAX No

REFERENCE No.

ISSUING BOX No. 403A

PREPARED BY BSO Development Consultants

ADDRESS PO Box 414
Busselton WA 6280

PHONE No. 08 9754 1188 FAX No. 08 9754 2828

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

4/5

TITLES, LEASES, DECLARATIONS ETC. LODGED HEREWITH

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

Received Items

Nos. 0

Receiving Clerk

Lodged 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.

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FORM APPROVAL
No. B2549

FORM B1

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

ADDITIONAL PAGE TO NOTIFICATION UNDER SECTION 70A

Dated 25 JULY 2016

Water Corporation Power of Attorney Signing Clause

SIGNED by Mark Busher the **Manager Land Servicing, Development Services of Water Corporation (a Level 2 Attorney)** and by Graham Hayward the **Team Leader Land Servicing, Development Services of Water Corporation (a Level 2 Attorney)** as the attorneys for Water Corporation who state that they have no notice of revocation of the **Power of Attorney No N285555 PA dated 29 March 2016** under which they sign in the presence of:

Witness	Attorney
ANNE HOGAN	**MARK BUSHER**
Name (please print)	Name (please print)
C/- 629 NEWCASTLE STREET	**MANAGER**
Address	Designated Post
LEEDERVILLE WA 6007	
Address (continued)	
SNR BUSINESS SERVICES OFFICER BUSINESS MANAGEMENT	
Occupation	
Witness	Attorney
ANNE HOGAN	**GRAHAM HAYWARD**
Name (please print)	Name (please print)
C/- 629 NEWCASTLE STREET	**TEAM LEADER**
Address	Designated Post
LEEDERVILLE WA 6007	
Address (continued)	
SNR BUSINESS SERVICES OFFICER BUSINESS MANAGEMENT	
Occupation	

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ADDITIONAL PAGE TO SECTION 70A OF TL ACT NOTIFICATION (Page 4)

Description of Land		Extent	Volume	Folio
42.	Lot 178 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
43.	Lot 179 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
44.	Lot 180 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
45.	Lot 181 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
46.	Lot 182 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
47.	Lot 183 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
48.	Lot 184 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
49.	Lot 185 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
50.	Lot 186 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
51.	Lot 187 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
52.	Lot 188 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
53.	Lot 189 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
54.	Lot 190 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
55.	Lot 191 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
56.	Lot 192 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
57.	Lot 193 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
58.	Lot 194 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
59.	Lot 195 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
60.	Lot 196 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
61.	Lot 197 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164

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ADDITIONAL PAGE TO SECTION 70A OF TL ACT NOTIFICATION (Page 3)

	Description of Land	Extent	Volume	Folio
20.	Lot 114 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
21.	Lot 115 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
22.	Lot 116 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
23.	Lot 117 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
24.	Lot 118 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
25.	Lot 125 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
26.	Lot 126 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
27.	Lot 127 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
28.	Lot 128 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
29.	Lot 162 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
30.	Lot 163 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
31.	Lot 164 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
32.	Lot 168 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
33.	Lot 169 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
34.	Lot 170 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
35.	Lot 171 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
36.	Lot 172 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
37.	Lot 173 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
38.	Lot 174 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
39.	Lot 175 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
40.	Lot 176 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
41.	Lot 177 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164

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ADDITIONAL PAGE TO SECTION 70A OF TL ACT NOTIFICATION (Page 2)

	Description of Land	Extent	Volume	Folio
1.	Lot 49 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
2.	Lot 50 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
3.	Lot 51 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
4.	Lot 54 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
5.	Lot 55 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
6.	Lot 56 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
7.	Lot 57 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
8.	Lot 58 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
9.	Lot 59 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
10.	Lot 60 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
11.	Lot 61 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
12.	Lot 62 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
13.	Lot 63 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
14.	Lot 64 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
15.	Lot 65 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
16.	Lot 110 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
17.	Lot 111 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
18.	Lot 112 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164
19.	Lot 113 on Deposited Plan No. 408489, formerly but now	PART WHOLE	2876	164

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FORM N 1

FORM APPROVED
NO. B2594

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

NOTIFICATION UNDER SECTION 70A

DESCRIPTION OF LAND (Note 1)	EXTENT	VOLUME	FOLIO
SEE ADDITIONAL PAGE			

REGISTERED PROPRIETOR (Note 2)

J.B. Investments Pty Ltd
18/21 The Esplanade
Mt Pleasant WA 6153

LOCAL GOVERNMENT / PUBLIC AUTHORITY (Note 3)

Water Corporation.

FACTOR AFFECTING USE OR ENJOYMENT OF LAND (Note 4)

The lot is provided with a water service subject to an agreement. For details of the Agreement, contact the Water Corporation. Water Corporation Reference JT1 2015 10160 V01.

Dated this 25 day of JULY Year 2016

LOCAL GOVERNMENT / PUBLIC AUTHORITY ATTESTATION (Note 5)

SEE ADDITIONAL PAGE.

REGISTERED PROPRIETOR/S SIGN HERE (Note 6)

Signed on behalf of **JB Investments Pty Ltd**
(ACN 008 709 886)
By authority of its Director in accordance with Section 127 of the Corporations Act.

Director - Signature (SOLE DIRECTOR & SOLE SECRETARY)

JOHN BENJAMIN HARDLEY COURT
Full name of Director

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Document Notes:

IMPORTANT: THIS PAGE FORMS PART OF DOCUMENT [N401335] AND MAY CONTAIN REFERENCES TO AMENDMENTS OR CORRECTIONS TO THE DOCUMENT

25/8/2016 10:05:35
Lot Sync dealing time clock amended - see letter

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Worldwide Settlements Pty.Ltd. ABN 69 008 957 999
Licensed Real Estate Settlement Agents (Licensee)

2 August 2016

EV000251614 LTR

Landgate
Midland Square
MIDLAND WA 6056

RE: DEPOSITED PLAN 408489 (LOT SYNC)

I, Lyn Sampey am the settlement agent for the Applicant. I have authority to make and to authorise on behalf of such persons the following amendment.

I acknowledge that the registration date for the documents necessary to issue Certificates of Title and any following documents for Deposited Plan 408489 will be altered to concur with the yet to be established "In Order for Dealings" date of the said deposited plan.

Yours faithfully,
WORLDWIDE SETTLEMENTS

Lyn Sampey

Licensed Settlement Agent

Member of:
Australian Institute of Conveyancers

Suite 102/48 Outram Street, West Perth, Western Australia, 6005
Telephone (08) 9481 4506 Facsimile (08) 9481 5051

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INSTRUCTIONS

1. This form may be used only when a "Box Type" form is not provided or is unsuitable. It may be completed in narrative style.
2. If insufficient space hereon Additional Sheet Form B1 should be used.
3. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
4. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.

NOTES

1. Insert document type.
2. A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of the witness must be stated.

EXAMINED

N401333 RC
04 Aug 2016 13:53:11 Perth

Section 136D Deed of Restrictive Covenants

LODGED BY WORLDWIDE SETTLEMENTS ~~IRDI LEGAL~~
ADDRESS 109/48 OUTRAM STREET ~~248 OXFORD STREET LEEDERVILLE WA 6007~~ WEST PERTH 6005
PHONE No. ~~9443 2544~~ 94814506
FAX No. ~~9444 3808~~ 94815051
REFERENCE No. ~~MSG:J20162662 (00814559.docx)~~
ISSUING BOX No. ~~243V~~ 403A

PREPARED BY IRDI LEGAL
ADDRESS 248 OXFORD STREET LEEDERVILLE
PHONE No. 94439544 FAX No. 94443807

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

2/5

TITLES, LEASES, DECLARATIONS, ETC LODGED HEREWITH

1.
2. Received items
3. Nos. 6
4.
5.
6. Receiving Clerk

Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.

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Annexure 'A'
Mauravillo Estate - Stage 2
Restrictive Covenants

The Owner (which expression includes the transferees, assigns and successors of the Owner) covenants:

(a) NOT to construct, erect or install or cause to be constructed, erected or installed on the Lot:

(i) any single dwelling having an internal living floor area of less than 120 square metres (excluding the area of a garage, carport or patio);

(ii) any recycled second-hand relocated transportable or fibro-clad dwellings;

(iii) any fence, shed, carport or structure that is not constructed of new materials; or

(iv) a 'For Sale' sign until a dwelling has been constructed upon the Lot (provided that this restriction shall not prevent the Owner from selling or otherwise disposing of the Lot).

(b) NOT to erect on, bring on to or affix to or cause to be erected on, brought on to or affixed to the Lot any building, improvement or other construction:

(i) unless the building, improvement or other construction comprises a dwelling home and ancillary buildings with external walls (other than glazed areas) constructed entirely in non-reflective materials comprising:

(A) rendered masonry;

(B) rammed earth or limestone, earth or limestone blocks or stone or limestone facing;

(C) clay face bricks;

(D) weatherboard or primeline weatherboards,

or a similar approved product. The roofing material shall not be any material other than 'Colorbond' or roofing tiles in natural light or earthy colours. Sheds shall not be constructed except with similar materials and colours as the dwelling; and

(ii) unless the building, improvement or other construction is constructed entirely of new materials.

(c) NOT to;

(i) park any boat, truck, caravan or similar vehicle; or

(ii) repair any motor vehicle (including but not limited to a boat, truck, caravan or similar vehicle) or machinery,

on the Lot or any part of the Lot that is not screened from public view from the street frontage of the Lot.

(d) NOT to fail to maintain the appearance of the Lot at all times (including while the Lot is vacant) to a reasonable standard, free of rubbish and commensurate with the other lots in the subdivision of which the Lot forms part.

(e) NOT to use any effluent disposal system on the Lot other than a system approved by the Health Department of Western Australia and the Shire of Northam for the treatment of domestic effluent.

(f) NOT to use any greywater disposal or re-use system on the Lot other than a greywater re-use system approved by the Health Department of Western Australia and the Shire of Northam.

(g) NOT to fail to install a rainwater storage tank on the Lot of at least a 1,000 litre capacity plumbed to collect roof rainwater runoff.

(h) NOT to allow vehicular access from Golf Links Road other than by designated subdivision roads.

220713_VN

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3 Separate and Distinct Covenant

Each restrictive covenant is a separate and distinct restrictive covenant, and if any restrictive covenant or its application to any person or circumstance is or becomes invalid or unenforceable then the remaining restrictive covenants will not be affected and each remaining restrictive covenant will be valid and enforceable to the fullest extent permitted by law.

4 Term of Restrictive Covenants

The restrictive covenants will expire on the day 10 years after the issue of the Certificates of Title for the Lots. The Owner accepts no responsibility for enforcement of the restrictive covenants but reserves the right to do so, so long as it is the registered proprietor of a Lot.

5 Definitions

Any terms defined in this deed shall have the same meaning when used in the restrictive covenants.

Schedule

1 The Land

Lot 9500 on Deposited Plan 402934 and being the whole of the land comprised in Certificate of Title Volume 2876 Folio 164.

2 Encumbrances

(a) Except and reserving metals, minerals, gems and mineral oil specified in Transfer 10359/1951;

(b) Mortgage M798485 to Rapid Crushing & Screening Contractors Pty Ltd.

Executed as a deed

Executed by **JB Investments Pty Ltd** ACN 008 709 886 in accordance with section 127 of the *Corporations Act: 2001* (Cth)

Sole Director & Sole Secretary's signature

JOHN BENJAMIN WARDLEY COURT
Sole Director & Sole Secretary's name
(please print)

Consent of Mortgagee

Rapid Crushing & Screening Contractors Pty Ltd ACN 008 945 113, being the mortgagee of the land pursuant to mortgage number M798485 hereby consents to this deed of restrictive covenant and to registration of Deposited Plan 408489.

DATED the 10TH day of MAY 2016

Executed by **Rapid Crushing & Screening Contractors Pty Ltd** ACN 008 945 113 in accordance with section 127 of the *Corporations Act 2001* (Cth):

Sole Director & Sole Secretary's signature

NEIL DAVID IRVINE
Sole Director & Sole Secretary's name
(please print)

220713_VN

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FORM B2

Form Approval
No. B2620

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

BLANK INSTRUMENT FORM

Section 136D Deed of Restrictive Covenant

(Note 1)

This Deed is made the 10TH day of MAY 2016

By

J.B. Investmests Pty Ltd ACN 008 709 886 of 18/21 The Esplanade, Mt Pleasant (**Owner**).

Background

A The Owner is the registered proprietor of the land described in the Schedule hereto (**Land**) subject to the encumbrances referred to in the Schedule.

B The Owner intends to subdivide the Land and has prepared a plan of subdivision which has been allocated deposited plan number 408489 (**Plan**).

C In accordance with Section 136D of the *Transfer of Land Act*, the Owner requires each of the lots on the Plan (**Lots**) other than Lot 9501 (**Excluded Lot**) to be encumbered by the restrictive covenants set out in Annexure 'A' hereto (**restrictive covenants**), so that the restrictive covenants will be noted on the Plan and on each Certificate of Title that issues for the Lots (other than the Excluded Lot).

Operative part

This deed witnesses as follows:

1 Certificates of Title

Each Certificate of Title which issues for a Lot (other than the Excluded Lot) is to be encumbered by the restrictive covenants which will run with the land described in the Certificate of Title for the benefit of all the lots on the Plan except for the Excluded Lot (**Benefited Lots**).

2 Restrictive Covenants, Burden and Benefit

The Owner intends that the burden of the restrictive covenants is to:

(a) run with each Lot for the benefit of each and every other Benefited Lot (other than the Excluded Lots);

(b) be enforceable against the registered proprietor of a Lot by the Owner and every subsequent registered proprietor of the other Benefited Lots (other than the Excluded Lots),

but not so as to render the Owner personally liable in respect of any lot after the Owner has parted with its interest in the lot.

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Document Notes:

IMPORTANT: THIS PAGE FORMS PART OF DOCUMENT [N401333] AND MAY CONTAIN REFERENCES TO AMENDMENTS OR CORRECTIONS TO THE DOCUMENT

25/8/2016 10:05:12
Lot Sync dealing time clock amended - see letter

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Worldwide Settlements Pty.Ltd. ABN 69 008 957 999
Licensed Real Estate Settlement Agents (Licensee)

2 August 2016

EV000251614 LTR

Landgate
Midland Square
MIDLAND WA 6056

RE: DEPOSITED PLAN 408489 (LOT SYNC)

I, Lyn Sampey am the settlement agent for the Applicant. I have authority to make and to authorise on behalf of such persons the following amendment.

I acknowledge that the registration date for the documents necessary to issue Certificates of Title and any following documents for Deposited Plan 408489 will be altered to concur with the yet to be established "In Order for Dealings" date of the said deposited plan.

Yours faithfully,
WORLDWIDE SETTLEMENTS

Lyn Sampey

Licensed Settlement Agent

Member of:
Australian Institute of Conveyancers

Suite 102/48 Outram Street, West Perth, Western Australia, 6005
Telephone (08) 9481 4506 Facsimile (08) 9481 5051

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