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

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**NOTICE**: Contracts must be lodged with the Office of State Revenue for duty assessment within two (2) months of the date the last person executes the Contract
**WARNING** - If the Buyer is not an Australian Citizen or Permanent Resident or a New Zealand Citizen then FIRB approval (and a special condition to this Contract) may be required and additional Duty will be payable. Any non Australian resident will need to give the ATO notice of their purchase within 30 days after settlement.
**WARNING** - A Withholding Amount **may** apply to this Contract (see 2022 General Condition 3.7).
**WARNING** - If GST is relevant to this transaction then the relevant GST provision should be outlined in the Special Conditions or in an attached GST Annexure, which forms part of this Contract.

TO: BJK Genesis Property Pty Ltd
Address 6/160 Scarborough Beach Road
Suburb Mount Hawthorn State WA Postcode 6016
As Agent for the Seller / ~~Buyer~~

**THE BUYER**
**Name**
Address
Suburb State Postcode
**Name**
Address
Suburb State Postcode
EMAIL: The Buyer consents to Notices being served at:

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

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

## SCHEDULE

The **Property** at:
Address 4 Claymore Close
Suburb Guildford State WA Postcode 6055
Lot 44 Deposited/Survey/Strata/Diagram/Plan 21355 Whole / ~~Part~~ Vol 2083 Folio 466
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.

## 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** Diane Kay Macfarlane

Address 4 Claymore Close

Suburb Guildford State WA Postcode 6055

**Name**

Address

Suburb State Postcode

EMAIL: The Seller consents to Notices being served at:

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

| Signature | Date | Signature | Date |
|---|---|---|---|
| | | | |
| Signature | Date | Signature | Date |
| | | | |

**RECEIPT OF DOCUMENTS**

The Buyer acknowledges receipt of the following documents:

1. This offer and acceptance
2. Strata disclosure & attachments (if strata)
3. 2022 General Conditions
4. Certificate of Title
5. Annexure of changes to General Conditions (form 198)

| Signature | Signature |
|---|---|
| | |

**RECEIPT OF DOCUMENTS**

The Seller acknowledges receipt of the following documents:

1. This offer and acceptance
2. 2022 General Conditions
3. Annexure of changes to General Conditions (form 198)

| Signature | Signature |
|---|---|
| | |

**CONVEYANCER** (Legal Practitioner/Settlement Agent)

The Parties appoint their Representative below to act on their behalf and consent to Notices being served on that Representative's email address.

| | BUYER'S REPRESENTATIVE | SELLER'S REPRESENTATIVE |
|---|---|---|
| Name | | |
| Signature | | |
| | | |

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# ANNEXURE OF CHANGES TO THE 2022 GENERAL CONDITIONS CAUSED BY CHANGES TO THE TRANSFER OF LAND ACT 1893

LANDGATE WILL NOT ISSUE, OR REQUIRE DUPLICATE CERTIFICATES OF TITLE FOR LAND TO BE PRODUCED, FROM THE 7TH AUGUST 2023, CONSEQUENTLY THE PARTIES AGREE TO VARY THE 2022 GENERAL CONDITIONS IN THE FOLLOWING MANNER:

| | **CONDITION** | **CHANGES** |
|---|---|---|
| 1. | 3.10(a) | Delete subclause (1). |
| 2. | 3.11 | Delete clause 3.11. |
| 3. | 26.1 definition of "*Duplicate Certificate of Title*" | Delete the definition of *"Duplicate Certificate of Title".* |

**Buyer**

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

**Seller**

Signature _____

Name Diane Kay Macfarlane

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

# AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR MAJOR STRUCTURAL DEFECTS

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**ANNEXURE** A

This annexure forms part of the Contract for the Sale of Land or Strata Title for the Property at

4 Claymore Close, Guildford WA 6055

***NOTE - THIS ANNEXURE ONLY APPLIES TO, AND IS LIMITED TO, MAJOR STRUCTURAL DEFECTS PURSUANT TO APPENDIX "A" OF THE STANDARD AND NOT OTHER DEFECTS, MAINTENANCE OR OTHER SAFETY ISSUES.***

1. The Buyer may at their expense obtain a written Report on any Major Structural Defects of the residential building and of the following described areas Located upon the Property ("**Building**"). If nothing is completed in the blank space then the Building will be the residential Building only.

2. The Buyer must serve a copy of the Report on the Seller, Seller Agent or Seller Representative by 4PM on: *complete (a) or (b)

   (a*) ____/____/____ **OR** (b*) 14 days after acceptance ("Date")

3. If the Buyer, and Seller Agent or Seller or Seller Representative do not receive the Report before the Date then the Buyer will be deemed to have waived the benefit of this Annexure. Time is of the essence.
4. If the Report identifies Major Structural Defects to the Property's Building, the Buyer may at any time but no later than three (3) Business Days after the Date serve a Major Structural Defects Notice on the Seller, Seller Agent or Seller Representative giving the Seller five (5) Business Days to agree to remedy the Major Structural Defects.
5. If the Seller elects in writing to remedy the Major Structural Defects in the Major Structural Defects Notice then the Settlement Date will be delayed until the later of: (a) three (3) Business Days after the Seller's Work is completed as certified by the Seller's Builder and (b) the Settlement Date.
6. The Seller must do the Work expeditiously and in good and workmanlike manner through a Builder and provide evidence to the Buyer of completion of the Work.
7. If, prior to the Seller commencing Work, the Seller and Buyer wish to agree and do agree an amount to be paid by the Seller to the Buyer then the amount will be deducted from the Purchase Price at Settlement and the Seller will not undertake the Work.
8. If the Seller does not agree in writing to remedy Major Structural Defects within five (5) Business Days from when the Major Structural Defects Notice was served on the Seller, Seller Agent or Seller Representative then:
   (a) At any time within a further Five (5) Business Days after (1) that period ending (if no notice is given by the seller); or (2) the date notice in writing is given by the Seller to the Buyer, the Buyer may give notice in writing to the Seller, Seller Agent or Seller Representative terminating the Contract and the Deposit and other monies paid will be repaid to the Buyer;
   (b) if the Buyer does not terminate the Contract pursuant to this clause 8, then this Annexure ceases to apply and the Contract continues unaffected by this Annexure.
9. In this Annexure:

9.1 "Builder" means a registered building service contractor (as defined in the *Building Services (Registration) Act 2011*WA) qualified to remedy the matters set out in the Major Structural Defects Notice.

9.2 "Consultant" means an independent inspector qualified and experienced in undertaking pre-purchase property inspections to ascertain Major Structual Defects.

9.3 "Date" means the date inserted or calculated in clause 2. If nothing is inserted in clause 2 then the Date will be five (5) Business Days from the later of (i) the Contract Date; or (ii) the Latest Time for Financial Approval (if any).

9.4 "Major Structural Defects" means a fault or deviation from the intended structural performance of a building element and is a major defect to the building structure of sufficient magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility, or further deterioration of the building structure. Major Structural Defects does not include any non-structural element, e.g., roof plumbing and roof covering, general gas, water and sanitary plumbing, electrical wiring, partition walls, cabinetry, windows, doors, trims, fencing, minor structures, non-structural damp issues, ceiling linings, floor coverings, decorative finishes such as plastering, painting, tiling etc., general maintenance, or spalling of masonry, fretting of mortar or rusting of primary structural elements.

9.5 "Major Structural Defects Notice" means a Notice in writing from the Buyer to the Seller to provide the Seller with the opportunity to agree to rectify the Major Structural Defects that the Buyer requires to be rectified.

9.6 "Report" means the report performed in accordance with Appendix A of the Standard by a ~~Consultant~~ Registered Builder. It is not a special purpose report, nor an all-encompassing report dealing with every aspect of the Property. The Report should only be a reasonable attempt to identify Major Structural Defects to the Building structure pursuant to Appendix "A of the Standard. The presence of defects will only be relevant in this Annexure when the defects are a Major Structural Defect.

9.7 "Standard" means Australian Standard AS 4349-2007 (as amended from time to time) Inspections of buildings Part 1: Pre-purchase Structural Inspection - Residential buildings).

9.8 "Work" means the work required to rectify the Major Structural Defects set out in the Major Structural Defects Notice.

9.9 Words not defined in this Annexure have the same meaning as defined in the Standard or the 2022 General Conditions.

| BUYER SIGNATURE | BUYER SIGNATURE | SELLER SIGNATURE | SELLER SIGNATURE |
|---|---|---|---|
| | | | |

| BUYER SIGNATURE | BUYER SIGNATURE | SELLER SIGNATURE | SELLER SIGNATURE |
|---|---|---|---|
| | | | |

# AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR TIMBER PESTS

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**ANNEXURE** B

**This annexure forms part of the Contract for the Sale of Land or Strata Title for the Property at**

4 Claymore Close, Guildford WA 6055

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 |
| **2083** | **466** |

# 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 44 ON PLAN 21355

**REGISTERED PROPRIETOR:**
(FIRST SCHEDULE)

DIANE KAY MACFARLANE OF 4 CLAYMORE CLOSE GUILDFORD WA 6055

(T P154618 ) REGISTERED 23/5/2022

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

1. G393979 RESTRICTIVE COVENANT BURDEN REGISTERED 10/2/1997.
2. O423471 NOTIFICATION. HERITAGE ACT 2018. LODGED 11/6/2020.

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: | 2083-466 (44/P21355) |
| PREVIOUS TITLE: | 2037-291 |
| PROPERTY STREET ADDRESS: | 4 CLAYMORE CL, GUILDFORD. |
| LOCAL GOVERNMENT AUTHORITY: | CITY OF SWAN |

LANDGATE COPY OF ORIGINAL NOT TO SCALE 13/11/2026 12:21 PM Request number: 70651606

Landgate
www.landgate.wa.gov.au

Superseded - Copy for Sketch Only

LT. 37

ORIGINAL—NOT TO BE REMOVED FROM OFFICE OF TITLES

Application G271162

Volume 2037 Folio 291

WESTERN AUSTRALIA

REGISTER BOOK
VOL. FOL.
CT 2083 466

# CERTIFICATE OF TITLE

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



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

Dated 2nd September, 1996

REGISTRAR OF TITLES

ESTATE AND LAND REFERRED TO

Estate in fee simple in portion of each of Guildford Town Lots 158 and 159 and being Lot 44 on Plan 21355, delineated on the map in the Third Schedule hereto.

FIRST SCHEDULE (continued overleaf)

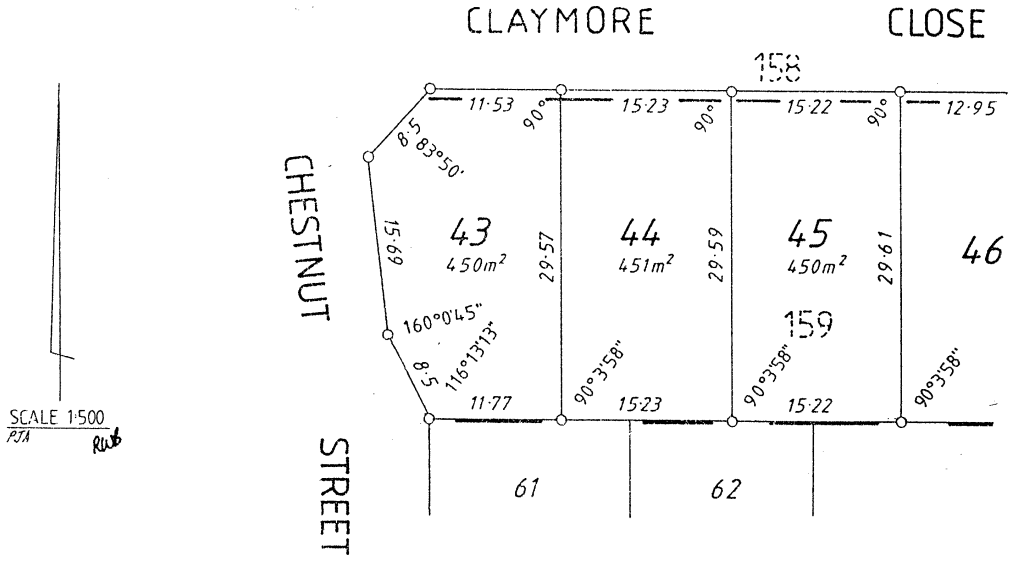
~~Stuart Neville Kirkham of 7 Meadow Street, Guildford.~~

SECOND SCHEDULE (continued overleaf)

1. MORTGAGE F958404 to Australia & New Zealand Banking Group Ltd. ~~Registered 18.8.95 at 13.05 hrs.~~
Discharged G393977 10.2.97

2. MORTGAGE F958407 to Charles Louis Bladen and Jean Bladen, both of 6 Simpson Street, ~~Applecross. Registered 18.8.95 at 13.06 hrs.~~
Discharged G393978 10.2.97

THIRD SCHEDULE




NOTE: ENTRIES MAY BE AFFECTED BY SUBSEQUENT ENDORSEMENTS.

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

LANDGATE COPY OF ORIGINAL NOT TO SCALE 13/11/2026 12:21 PM Request number: 70651606

Landgate
www.landgate.wa.gov.au

Superseded - Copy for Sketch Only



LT. 37

**FIRST SCHEDULE (continued)** NOTE: ENTRIES MAY BE AFFECTED BY SUBSEQUENT ENDORSEMENTS

| REGISTERED PROPRIETOR | INSTRUMENT NATURE | INSTRUMENT NUMBER | REGISTERED | TIME | SEAL | CERT. OFFICER |
|---|---|---|---|---|---|---|
| D C Corporation Pty Ltd. of 4 Baumea Way, Ellenbrook. | Transfer | G393979 | 10.2.97 | 15.32 | | |
| The correct address of the registered proprietor is now Garden Office Park, Level 1 Building B, 345 Harborne Street, Herdsman. | By | G777627 | 29.4.98 | 13.27 | | |
| Leon Frederick Hodges and Verity Fay Hodges both of Lot 47 Bodeguero Way, El Cabello, Wooroloo as joint tenants. | Transfer | H154999 | 30.6.99 | 16.29 | | |

**SECOND SCHEDULE (continued)** NOTE: ENTRIES MAY BE AFFECTED BY SUBSEQUENT ENDORSEMENTS

| INSTRUMENT NATURE | INSTRUMENT NUMBER | PARTICULARS | REGISTERED | TIME | SEAL | CERT. OFFICER | CANCELLATION | NUMBER | REGISTERED OR LODGED | SEAL | CERT. OFFICER |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Transfer | G393979 | contains a restrictive covenant : | 10.2.97 | 15.32 | | | | | | | |
| Mortgage | G777627 | to Citibank Ltd. | 29.4.98 | 13.27 | | | Discharged | H154998 | 30.6.99 | | |
| Mortgage | H155000 | to Bank of Western Australia Ltd. | 30.6.99 | 16.29 | | | Discharged | H580065 | 23.10.00 | | |
| Mortgage | H580066 | to National Australia Bank Ltd. | 23.10.00 | 10.13 | | | | | | | |

CERTIFICATE OF TITLE VOL. 2083 FOL. 166

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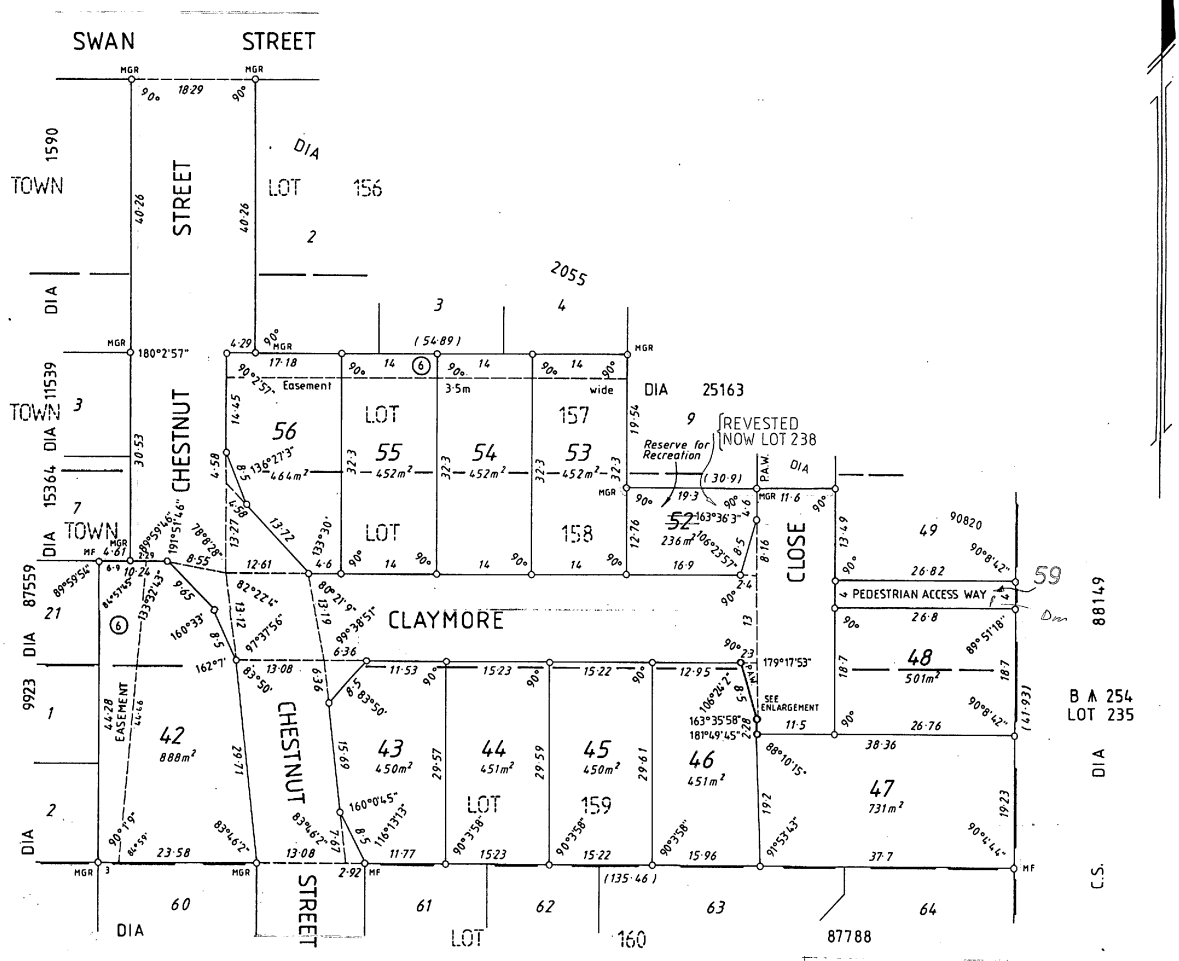
| LAND DESCRIPTION | ON | CERTIFICATE OF TITLE | FIELD BOOK | TOTAL AREA |
|---|---|---|---|---|
| PART LOT 22 OF GUILDFORD TOWN LOTS 156, 157, 158 AND GUILDFORD LOT 159 | PLAN<br>DIAGRAM 87559<br>INDEX BG34 (2) 20.31<br>PUBLIC BG34 (2) 20.31 | VOLUME 2037 FOLIO 291<br>PAW 2083 462 | 69152<br>70470 | 9253 m² |

# PLAN 21355

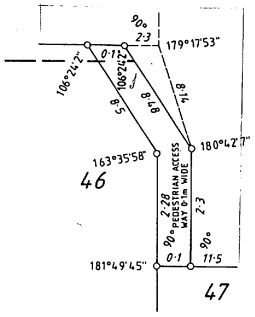
LOCAL AUTHORITY: SHIRE OF SWAN

LOCALITY: GUILDFORD




(6) EASEMENT TO THE WATER AUTHORITY OF W.A. UNDER SECTION 27A OF THE T.P. & D. ACT, REG 6 (SEWERAGE)

LOT 52 – RESERVE FOR RECREATION AND PEDESTRIAN ACCESS WAYS TO VEST IN THE CROWN UNDER SECTION 20A OF THE T.P. & D. ACT.




ENLARGEMENT
NOT TO SCALE

Land Parcel identifier amended - Regulation 6 of Transfer of Land (Surveys) Regulations 1995 Corr. 1775-2000-01
Date: 9/5/2005

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

SUBDIVISION BY EARLY ISSUE PROCESS


GHD Surveys Pty Ltd
A.C.N. 008 601 054
619 Murray Street West Perth WA 6005
Phone (09) 322 3899 Fax (09) 322 3926


## SURVEYOR'S CERTIFICATE

5200-01-26
Rev 0

~~REG 54. I~~ ..... hereby certify that

(a) this plan of survey is a correct and accurate representation of the survey carried out by me personally / under my own personal supervision, inspection and field check, and recorded in field books lodged for the purposes of this plan of survey.

(b) the measurements are in strict accordance with the Licensed Surveyors (Guidance of Surveyors) Regulations 1961 and in particular regulations 23 and 34 of those regulations; and

(c) this survey and this plan of survey are in strict accordance with the requirements of the Licensed Surveyors (Guidance of Surveyors) Regulations 1961 and the relevant law in relation to which it is lodged

Licensed Surveyor ..... Date .....

REG 55D. I NOEL R. WELLS hereby certify that

(a) this plan is correct and was prepared under my supervision and is the result of calculations from measurements made by me personally / ~~under my own personal supervision, inspection and field check~~ as recorded in the field books lodged for the purposes of this plan;

(b) the measurements are in strict accordance with the Licensed Surveyors (Guidance of Surveyors) Regulations 1961 and in particular regulations 23 and 34 of those regulations, and

(c) this plan of survey conforms with the relevant law in relation to which it is lodged

Licensed Surveyor Noel Wells Date 13/12/95

APPROVED BY STATE PLANNING COMMISSION

FILE 95414

Neil Foley
FOR CHAIRMAN

DATE 16 JULY 1996

MINISTRY FOR PLANNING
16 JUL 1996
FILE 95414

LODGED

DATE 28.2.96

FEE PAID #703

ASSESSMENT No 117501

TYPE OF VALIDATION

Full Audit .....
Legal Component ✓

DOCKET PLAN/DIAGRAM 90844

CERTIFIED CORRECT J. Ghernouski 26/3/96

F.S.C. No. 157 - 1996

~~SCALE 1:500~~ 10 5 0 10 20 30
ALL DISTANCES ARE IN METRES

IN ORDER FOR DEALINGS

SUBJECT TO
Sec. 235(5) of Local Govt Act
& Sec 20A & 27A of T.P. & D. Act
la G. Britton 18.7.96
FOR INSPECTOR OF PLANS & SURVEYS DATE

APPROVED 2.9.96
DATE
APPROVED
INSPECTOR OF PLANS & SURVEYS

DOLA
Department of LAND ADMINISTRATION

OFFICE OF TITLES
PLAN
21355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# Plan 21355

| Lot | Certificate of Title | Lot Status | Part Lot |
|---|---|---|---|
| 0 | N/A | Retired | |
| 42 | SP36180 | Strata'd | |
| 43 | 2083/465 | Registered | |
| 44 | 2083/466 | Registered | |
| 45 | 2083/467 | Registered | |
| 46 | 2083/468 | Registered | |
| 47 | 2083/469 | Registered | |
| 48 | 2083/470 | Registered | |
| 53 | 2083/471 | Registered | |
| 54 | 2083/472 | Registered | |
| 55 | 2083/473 | Registered | |
| 56 | 2083/474 | Registered | |
| 59 | 2083/462 | Registered | |
| 238 | LR3108/209 | Registered | |

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GOVERNMENT OF WESTERN AUSTRALIA

Landgate

O423471 NO
11 Jun 2020 09:14:58 Perth

# Notification

Approved form 2017-98207 *Reg 3 of the Transfer of Land Regulations 2004*
The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Jurisdiction

State of Western Australia

Legislation

*Transfer of Land Act 1893*

*Heritage Act 2018*

Lodging party details

| | |
|---|---|
| Name | HERITAGE COUNCIL OF WESTERN AUSTRALIA |
| Address | 491 Wellington Street<br>Perth WA 6000 |
| Issuing box | 359A |
| Phone | 6552 4000 |
| Fax | |
| Email | daniel.holland@dplh.wa.gov.au |
| Reference | P2915 Guildford Historic Town |

Preparer details

| | |
|---|---|
| Name | Daniel Holland |
| Phone | +61 8 6552 4185 |
| Reference | P2915 Guildford Historic Town |

Notification details

| | |
|---|---|
| Act | Heritage Act 2018 |
| Section | 163(3) Register Entry - s42(2)(c) |
| Place number | P2915 |
| Statements | An entry in respect to the above described land was made in the register of heritage places, pursuant to Division 2 of Part 3 of the Heritage Act 2018. |

Land / Interest

| Title(volume-folio) | Extent | Land description | Interest |
|---|---|---|---|
| 2083-466 | Whole | LOT 44 ON PLAN 21355 | FEE SIMPLE |

Registered proprietor(s)(Land)

LEON FREDERICK HODGES OF 28 OTHELLO QUAYS, NORTH COOGEE

VERITY FAY HODGES OF 28 OTHELLO QUAYS, NORTH COOGEE

Authorising party

HERITAGE COUNCIL OF WESTERN AUSTRALIA OF 491 WELLINGTON STREET PERTH WA 6000

Execution date

24/05/2020



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Authorising party execution

Witness must be an adult person. The witness must state their full name, address and occupation.

Executed on behalf of HERITAGE COUNCIL OF WESTERN AUSTRALIA under authority of the Heritage Act 2018

| | | | |
|---|---|---|---|
| Witness signature | [signature] | Signature | [signature] |
| Witness full name | Daniel Holland | Signer name | PENNY O'CONNOR |
| Witness address | 491 Wellington St Perth WA 6000 | Signer organisation | DEPARTMENT OF PLANNING, LANDS AND HERITAGE |
| | | Signer designation | DIRECTOR HERITAGE ASSESSMENT AND REGISTRATION |
| Witness occupation | SNR - Land Info - Officer | | |
| Witness phone | 6552 4185 | | |



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**Document Notes:**

IMPORTANT: THIS PAGE FORMS PART OF DOCUMENT [O423471] AND MAY CONTAIN REFERENCES TO AMENDMENTS OR CORRECTIONS TO THE DOCUMENT

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3/7/2020 13:27:07
As per letter from The Department of Planning, Lands, and Heritage, dated 30/06/2020, Landgate has been authorised to amend the name of the signatory from "Penny O'Connor" to Penelope O'Connor. Evidence of this letter can be found on dealing O423475.



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EV001412545 OTHER

HERITAGE COUNCIL OF WESTERN AUSTRALIA

# REGISTER OF HERITAGE PLACES

## Register Entry

1. **DATA BASE No.** P2915

2. **NAME** Guildford Historic Town

   FORMER NAME (or OTHER NAMES) Mandoon

3. **LOCATION** Bounded by the Swan River to the north and west, the Helena River to the south and southeast, with the northeast corner following a line north-south from the cadastral boundary between Lot 13949 P027474 and Lot 302 P047452 in the north through to the south west corner of Lot 801 P060796, excluding a small portion of Rail Freight Corridor and Great Eastern Highway Road Reserve as shown coloured grey on Deposited Plan 414215.

4. **DESCRIPTION OF PLACE INCLUDED IN THIS ENTRY**

   All that portion of land as defined as "P2915 Guildford Historic Town" on Deposited Plan 414215;

5. **LOCAL GOVERNMENT AREA** City of Swan

6. **OWNER AT REGISTRATION**

   (Land information is available on the Department of Planning, Lands and Heritage website)

7. **HERITAGE LISTINGS**

| Register of Heritage Places | Registered | 02/07/2019 |
|---|---|---|
| *Individual Places:* | | |
| P10181 *Bebo Moro, Guildford* | Interim | 06/01/2017 |
| P02460 *Guildford Town Hall & Library* | Permanent | 13/05/2005 |
| P02462 *Wesley Church and Manse (fmr)* | Permanent | 14/05/1999 |
| P02463 *Guildford Hotel* | Permanent | 31/12/1999 |
| P02463 *Johnson's Complex* | Permanent | 14/05/1999 |
| P02466 *Fairholme Group* | Permanent | 22/01/2002 |
| P02469 *Garrick Theatre* | Permanent | 07/10/1997 |
| P02472 *King's House and Shop* | Permanent | 27/11/1998 |
| P02473 *Lieutenant Du Cane's House* | Permanent | 02/09/1997 |
| P02474 *Mechanics' Institute Guildford* | Permanent | 29/09/1998 |
| P02475 *House, 25 Meadow Street, Guildford* | Permanent | 07/04/1998 |
| P02476 *Moulton's House (fmr)* | Permanent | 29/09/1998 |
| P02477 *St Charles Seminary* | Permanent | 07/04/1998 |
| P02478 *Stirling Square* | Permanent | 24/03/1998 |
| P02479 *Guildford Court House and Gaol (fmr)* | Permanent | 10/10/1995 |
| P02480 *Guildford Post Office* | Permanent | 31/12/1993 |
| P02481 *Rose and Crown Hotel* | Permanent | 07/10/1997 |



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| | | |
|---|---|---|
| P02482 *St Matthews Church* | Permanent | 20/10/1995 |
| P02487 *Guildford Grammar School Chapel* | Permanent | 07/04/1998 |
| P02489 *Guppy's House* | Permanent | 16/12/2003 |
| P03275 *Residence (fmr Independent Chapel)* | Permanent | 02/09/1997 |
| P04088 *Guildford Primary School* | Permanent | 09/01/1998 |
| P04099 *House, 4 Scott St, Guildford* | Permanent | 20/12/1998 |
| P04105 *Padbury's Stores & Residence* | Permanent | 14/05/1999 |
| P06120 *Spring Reserve* | Permanent | 15/05/1998 |
| P08806 *Guildford Fire Station & Quarters* | Permanent | 23/01/2004 |
| P14558 Guildford Road Bridge (part) | Permanent | 22/11/2005 |
| P18879 *House, 53 Helena Street, Guildford* | Permanent | 05/10/2007 |
| National Trust Classification: | Classified | 30/05/1984 |
| Town Planning Scheme: | | |
| (LPP Guildford Conservation Precinct) | Adopted | 22/09/1992 |
| Municipal Inventory: | --- | --- |
| Register of the National Estate: | Permanent | 18/04/1989 |
| *Aboriginal Heritage:* | | |
| 3536 Swan River | Registered | |
| 3545 Helena River West | Registered | |
| 3609 The Meadows | Registered | |
| 3617 Stirling Square | Registered | |
| 3758 Helena River | Registered | |
| 20142 Guildford Gaol & Courthouse Precinct | Registered | |

## 8. ORDERS UNDER SECTION OF THE ACT

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## 9. HERITAGE AGREEMENT

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## 10. STATEMENT OF SIGNIFICANCE

*Guildford Historic Town,* established in 1829 on the confluence of the Swan and Helena Rivers on Whadjuk Noongar land whose people maintain a continuing cultural connection to the place, and comprising a central church square and a grid street pattern lined with mature street trees, a core of civic and commercial buildings with surrounding residential areas, and river front lots primarily developed in the Colonial, Convict, Gold Boom and Federation eras through to the Inter-War period, all encircled by openly wooded undeveloped riverine floodplain, has cultural heritage significance for the following reasons:

the highly authentic built fabric of the place illustrates at least five key periods in the State's history, with simple Georgian buildings of the foundation of the Colony, brick public buildings of the Convict era, imposing and opulent buildings of the Gold Boom, and fine examples of residential and civic buildings of the Federation and Inter-War periods, all of which together form a cohesive precinct;

as one of three towns established in 1829 in the Swan River Colony, including the seaport (Fremantle) and the administrative centre (Perth), Guildford was central to the agricultural and horticultural development of the Colony, as the first (and only) inland port in Western Australia, providing an



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essential transport node, firstly by river and then by rail, linking the Colony's seaport to the hinterland;

the place is an excellent representative example of a highly intact nineteenth-century town, designed on the regulated British colonial town planning model, that includes a purpose-designed public square containing the town's main church, and which retains its original grid street layout aligned to cardinal points and its public reserves;

the place contains remnant long, narrow ribbon grants perpendicular to the banks of the Swan and Helena Rivers which are tangible evidence of agricultural land allocation envisioned by the founders of the Swan River Colony to provide each settler with access to water and the richer alluvial soils;

the town plan of the place is notable for incorporating one of the earliest purpose-designed public squares in Australia, and is rare for remaining clearly evident;

the place is unique in the metropolitan area for retaining a strong sense of being a distinct town, separate from the surrounding suburbs, as a result of its encirclement by the openly wooded, undeveloped riverine floodplain along the banks of the Swan and Helena Rivers;

much of the place's character derives from its highly picturesque combination of low scale residential areas that have remained largely unchanged since the Inter-War period, and the variations between the wide streets with large lots, many with mature street trees and a variety of housing types from simple Colonial era cottages to the grander homes of the Gold Boom and Federation eras, and the narrower highly uniform streets of small-scale cottages on smaller lots;

the place has a high degree of potential to reveal archaeological evidence relating to the history and occupation of the area from its foundation to the early twentieth century, most notably for the early settlement period;

the place retains many original plantings, including a large number of mature Sugar Gums that were planted throughout Guildford from the late 1890s to early 1900s as part of a tree planting program, many of which comprise formal avenues;

the place is associated with many significant individuals, including Government officials, early pioneers and merchants, and well renowned Government and private architects; and,

the place is highly valued by the local and wider community, including the Whadjuk Noongar people who know it as Mandoon, and who maintain a continuing cultural connection to the place, members of the Swan Guildford Historical Society as evidenced by their work since 1962, and members of the Guildford Association since 1975, both of which were formed to preserve the history and character of the area, and by the classification of the place by the National Trust of Australia in 1984.

Elements of secondary significance, or those considered intrusive, are noted in the zones of significance diagram for *Guildford Historic Town*.



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G 393979 T
10 Feb, 1997 15:32:43 Perth

REG. $ 60.00

# TRANSFER

## INSTRUCTIONS

1. Page 2 of this document may be used:
   1.1 If insufficient space in any section hereon; Appropriate headings should be shown. The boxed sections should only contain the words "see page ..."
   1.2 To set forth Easements created as appurtenant to the land (commencing with the words "together with"). Reservations created encumbering the land (commencing with the words "reserving to")or any Restrictive Covenant hereby created. Any Sketch contained thereon must be initialled by all parties.
2. If further space is required Additional Sheet Form B1 should be used with appropriate headings. Additional Sheets shall be numbered consecutively and bound with this document by staples along the left margin prior to execution by the parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.
4. The Duplicate Certificate of Title or Crown Lease is required to be produced or if held by another party then arrangements must be made for its production.

## NOTES

1. DESCRIPTION OF LAND
   Lot and Diagram/Plan/Strata Plan number or Location name and number to be stated.
   Extent—Whole, part or balance of the land comprised in the Certificate of Title to be stated.
   The Volume and Folio or Crown Lease number, to be stated.
2. ESTATE AND INTEREST
   State whether Fee Simple, Leasehold or as the case may be in the land being transferred. If share only, specify.
3. ENCUMBRANCES
   To be identified by nature and number, if none show "nil".
4. TRANSFEROR
   State full name of the Transferor/Transferors (Registered Proprietor) as shown on Certificate of Title or Crown Lease.
5. CONSIDERATION
   To be expressed in words.
6. TRANSFEREE
   State full name of the Transferee/Transferees (PURCHASER) and the address/addresses to which future notices can be sent. If a minor state date of birth. If two or more state tenancy eg: Joint Tenants, Tenants in Common. If Tenants in Common specify shares.
7. TRANSFEREE'S, TRANSFEROR'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 description of the witness must be stated.

NEW TITLE or ENDORSING INSTRUCTION

Restrictive Covenant
NEL

EXAMINED

LODGED BY RADISICH SETTLEMENTS
55 ULLAPOOL ROAD,
MOUNT PLEASANT. 6153

ADDRESS

PHONE No. 364. 9316

FAX No.

REFERENCE No. Gail

ISSUING BOX No. 101

PREPARED BY

ADDRESS RADISICH SETTLEMENTS
55 ULLAPOOL ROAD,
MOUNT PLEASANT. 6153

PHONE No. 364.9316 FAX No.

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

3-3

TITLES, LEASES, DECLARATIONS ETC. LODGED HEREWITH

1. Lellin
2. 
3. 
4. 
5. 
6. 

Received Items

Nos. 1

Receiving Clerk

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

INITIALS OF SIGNING OFFICER

REGISTRAR OF TITLES WESTERN AUSTRALIA

REGISTRAR OF TITLES

16747/6/94–10M–OC/663

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ATTESTATION SHEET PAGE 4

Dated this 4th day of February 1997

TRANSFEROR/S SIGN HERE (Note 7)

Signed

In the Presence of

PETER C. YOUNG
Commissioner for Declarations W.A.

Signed

In the Presence of

TRANSFEREE/S SIGN HERE (Note 7)

Signed

In the Presence of

Signed

In the Presence of

The Common Seal of D C CORPORATION PTY LTD was hereunto affixed by authority of its Directors in the presence of : ACN 073 602 552.

Director .....

~~Secretary~~ .....

DC CORPORATION PTY LTD
A.C.N. 073 602 552
COMMON SEAL

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# RADISICH SETTLEMENTS

LICENCED REAL ESTATE SETTLEMENT AGENTS

LICENSEE: Gail S. Radisich
Commissioner for Declarations

PO Box 935
Canning Bridge, W.A. 6153
Telephone 364 9316
Fax 364 9316

4th February, 1997

The Registrar
Land Titles Office
**MIDLAND.**

Dear Sir,

Re : **KIRKHAM TO D C CORPORATION PTY LTD**
**LOT 44 - WASTERHALL FREEN DEVELOPMENT,**
**CLAYMORE CLOSE, GUILDFORD**

In relation to the abovementioned restrictive covenants re the abovementioned development, we hereby confirm that the necessry solicitor's letter is contained in Transfer G 271174.

Yours faithfully,

**G.S. RADISICH**

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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.

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PHONE No.

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PREPARED BY

ADDRESS

PHONE No. FAX No.

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TITLES, LEASES, DECLARATIONS ETC. LODGED HEREWITH

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

ENDORSING INSTRUCTION

EXAMINED

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 Book.

INITIALS OF SIGNING OFFICER

**REGISTRAR OF TITLES**

16748/6/92–3M–L/5696

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all trees and lawn areas are to be reticulated and maintained on the street verge in the front of the Land and that traditional garden layouts are established and maintained in the front yard of the Land in accordance with the Special Guidelines Collective;

17. shall ensure that the ground levels of the Land shall not be changed more or less than 0.5 of a metre from the existing ground levels as at the date of settlement of the sale of the Land to the transferee by the transferor without first obtaining the transferor's permission.

AND all of these restrictive covenants shall apply mutatis mutandis to any extension, alteration or other building works on or relating to the Land.

It is further agreed and declared by and between the transferor and transferee as follows:-

1. that the covenants and restrictions herein contained or implied shall run with and bind the Land from the date of the creation of this restrictive covenant and shall (but only to the extent permitted by law) ensure for the benefit of and be enforceable by each and every registered proprietor for the time being of all the Land the subject of the land and every part thereof;

2. that in any case any of the covenants or restrictions herein contained shall be bound by law or be invalid or void or unenforceable such covenants or restrictions shall not in any way affect or prejudice any other covenants or restrictions or provisions herein contained which shall remain in full force and effect;

3. the term "the transferor" shall mean and include the transferor and his, her or their respective executors, administrators, transferees and assigns and the registered proprietor or registered proprietors for the time being of the land comprised in the remaining lots in the Waterhall Green Development;

4. the term "the transferee" shall mean and include the transferee and his, her or their respective executors, administrators, transferees and assigns and the registered proprietor or proprietors for the time being of the Land;

5. the singular shall include the plural and vice versa, words importing any gender shall include all other genders, and when two (2) or more people or corporate bodies own or are the registered proprietors of the Land their liability hereunder shall be joint and several;

6. a person shall not be liable for any breach of the restrictions imposed herein which has been committed after that person has been in equity parted with his interest in the Land;

7. the costs of the preparation of this restrictive covenant shall be paid by the transferor;

8. the land subject to the burden of the restrictions above is the Land hereby transferred;

9. the land having the benefit of the restrictions above are all the Lots shown in the plan of Subdivision number 21355 and Diagram number 90820 (together the "Plan") of which the Land forms part save and except the Land and Lot 51 on Diagram number 90820.



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5. shall construct all fences, walls and screens in such a material and to such a design which will minimise the visual impact when viewing from the outside of the Land and will comply with the following:-

   (a) general boundary fences shall be no more than 1,700 mm in height;

   (b) boundary fences shall be constructed of timber of such types as open paling and standard paling, or as otherwise accepted by the transferor;

   (c) front fences and gates shall be of timber construction and of such types as are post and rail with timber panels, post and rail with cyclone mesh, authentic woven wire or picket or material of traditional federation style;

   (d) front fence and gates shall be no more than 1,200 mm in height;

   (e) fibre cement sheet fencing or metal sheets shall not be used to construct any fences or gates whatsoever;

6. shall ensure that no rainwater tank or tanks are to be inside of public view and that such tanks shall be of a colour and construction which matches the dwelling;

7. shall ensure that no commercial vehicles, caravans, boats or boat trailers are to be parked forward of the building line of any dwelling and no commercial vehicle exceeding 2.5 tonnes tare weight is parked in any lot or street front of the Land except to load or unload goods and that no vehicle owned by any person in residence of the Land shall use the street or verge as permanent parking;

8. shall ensure that any clothesline shall be screened from view of the road, public access way or designated area of public open space;

9. shall ensure that any letterbox is constructed of brick or timber or other material approved by the transferor and shall match the type and colour of material used in construction of the dwelling and is located adjacent to the driveway of the Land and is clearly marked;

10. shall ensure that there shall be no business sign or trade name sign displayed on the Land;

11. shall not construct any incinerator on the Land unless it is in compliance with the requirements of the Shire of Swan and is situated away from public view;

12. shall ensure that all refuse and storage bins shall be screened from public and street view;

13. shall ensure that any television antenna, where possible, is concealed within the roof space of the dwelling and shall not allow more than one external aerial on the dwelling;

14. shall ensure that any solar water heating system shall be integrated within the profile of the main roof of the dwelling and shall be of a colour matching the roof of the dwelling;

15. shall ensure that all airconditioning units shall be located below eaves line and screened from public view on any dwelling and that any evaporative cooler or ducted airconditioning system shall be located out of public view and shall be of a colour matching the roof of the dwelling;

16. shall ensure that any garden area on the Land shall be landscaped within 6 months of the initial occupation of the dwelling by any person and shall be kept in good order and that

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FORM B2 3

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED.

# BLANK INSTRUMENT FORM

(Note 1)

The transferee acknowledges that the land which is the subject of this transfer ("Land") is sold subject to the following covenants which are designed to protect and enhance the area for the benefit of all owners of adjacent land. The transferee covenants and agrees with the transferor that the restrictive covenants shall be included in any transfer of the Land. The transferee acknowledges that the restrictive covenants run with the Land and that the performance of the restrictive covenants is charged against the Land.

The transferee hereby covenants and agrees for himself, his successors in title, transferees, assigns, administrators and executors with the transferor, its successors in title, transferees and assigns and as a separate covenant with the registered proprietor or proprietors in succession of the land adjacent to the Land THAT the transferee and any subsequent purchasers of the Land (the "Transferee"):-

1. shall not construct or erect on the Land or any part of it any dwelling unless the dwelling is a single residential house (save where these restrictive covenants burden Lot 42 on Plan 21355 in which case a duplex dwelling is permitted) which complies with the Special Covenant Guidelines attached to the contract for sale and purchase of the Land and is in accordance with the Guildford Design and Development Guide, together called the Special Guidelines Collective and the dwelling:-

   1.1 shall be compatible in appearance and materials with each other dwelling in the development known as the Waterhall Green Development;

   1.2 shall have external walls built of clay bricks of a colour approved by the transferor or other materials as agreed between the transferee and the transferor subject to the Special Guidelines Collective;

   1.3 shall be built with roof materials of zincalume or colourbond custom orb of a colour and pitch approved by the transferor or as otherwise agreed and in accordance with the Special Guidelines Collective;

2. shall construct any garage, toolstore, shed or other out-building in a complimentary style of matching materials to the dwelling and in order to comply with the Special Guidelines Collective;

3. shall construct any carport or verandah in timber or masonary to match the dwelling and in order to comply with the Special Guidelines Collective;

4. shall comply with building height restrictions pursuant to the Special Guidelines Collective and the Shire of Swan requirements and ensure the positioning and set back of the dwelling and out-buildings shall also comply with the Special Guidelines Collective and Shire of Swan requirements;

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

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FORM T2

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED.

# TRANSFER OF LAND

INSTRUMENT DATED 14/Jan/97 $1102.50
VAL $63000.00 CHTLS $0.00 VGO N
15817402 COMMISSIONER OF STATE TAXATION

| EXTENT | VOLUME | FOLIO |
|---|---|---|

WESTERN AUSTRALIA STAMP DUTY
04/Feb/97 15817502 SD $*********5.00

DESCRIPTION OF LAND (Note 1)

LOT 44 ON PLAN 21355 — WHOLE — 2083 — 466

ESTATE AND INTEREST (Note 2)

Fee Simple

ENCUMBRANCES (Note 3)

Nil

TRANSFEROR (Note 4)

STUART NEVILLE KIRKHAM

CONSIDERATION (Note 5)

SIXTY THREE THOUSAND DOLLARS ($ 63,000.00 )

TRANSFEREE (Note 6)

D C CORPORATION PTY LTD ACN 073 602 552 OF 4 BAUMEA WAY, ELLENBROOK

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