

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:
Address
Suburb State Postcode

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
Suburb State Postcode
Lot ~~Deposited/Survey~~/Strata/~~Diagram~~/Plan Whole / ~~Part~~ Vol Folio

A **deposit** of \$ of which \$ is paid now and \$ to be paid within days of acceptance to be held by

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

Purchase Price
Settlement Date
Property Chattels including

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	FINANCE CLAUSE IS NOT APPLICABLE
LENDER/ <input type="text"/> MORTGAGE BROKER (NB: If blank, can be any) LATEST TIME: 4pm on: <input type="text"/> AMOUNT OF LOAN: <input type="text"/> SIGNATURE OF BUYER <input type="text"/> <input type="text"/>	Signature of the Buyer if Finance Clause IS NOT applicable <input type="text"/> <input type="text"/>

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:
 - (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

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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	James Alasdair Kerr`		
Address	11A Simeon Rise		
Suburb	Pearsall	State	WA
		Postcode	6065
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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01/25

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 **James Alasdair Kerr**

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

11A Simeon Rise, Pearsall WA 6065

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

- 1. The Buyer may at their expense obtain a written Report on any Major Structural Defects of the residential building and of the following described areas Located upon the Property ("Building"). If nothing is completed in the blank space then the Building will be the residential Building only.
2. The Buyer must serve a copy of the Report on the Seller, Seller Agent or Seller Representative by 4PM on: *complete (a) or (b)
(a*) / / OR (b*) 14 days after acceptance ("Date")
3. If the Buyer, and Seller Agent or Seller or Seller Representative do not receive the Report before the Date then the Buyer will be deemed to have waived the benefit of this Annexure. Time is of the essence.
4. If the Report identifies Major Structural Defects to the Property's Building, the Buyer may at any time but no later than three (3) Business Days after the Date serve a Major Structural Defects Notice on the Seller, Seller Agent or Seller Representative giving the Seller five (5) Business Days to agree to remedy the Major Structural Defects.
5. If the Seller elects in writing to remedy the Major Structural Defects in the Major Structural Defects Notice then the Settlement Date will be delayed until the later of: (a) three (3) Business Days after the Seller's Work is completed as certified by the Seller's Builder and (b) the Settlement Date.
6. The Seller must do the Work expeditiously and in good and workmanlike manner through a Builder and provide evidence to the Buyer of completion of the Work.
7. If, prior to the Seller commencing Work, the Seller and Buyer wish to agree and do agree an amount to be paid by the Seller to the Buyer then the amount will be deducted from the Purchase Price at Settlement and the Seller will not undertake the Work.
8. If the Seller does not agree in writing to remedy Major Structural Defects within five (5) Business Days from when the Major Structural Defects Notice was served on the Seller, Seller Agent or Seller Representative then:
(a) At any time within a further Five (5) Business Days after (1) that period ending (if no notice is given by the seller); or (2) the date notice in writing is given by the Seller to the Buyer, the Buyer may give notice in writing to the Seller, Seller Agent or Seller Representative terminating the Contract and the Deposit and other monies paid will be repaid to the Buyer;
(b) if the Buyer does not terminate the Contract pursuant to this clause 8, then this Annexure ceases to apply and the Contract continues unaffected by this Annexure.
9. In this Annexure:
9.1 "Builder" means a registered building service contractor (as defined in the Building Services (Registration) Act 2011WA) 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 Structural 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. 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

11A Simeon Rise, Pearsall WA 6065

1. The Buyer may at their expense obtain a non-invasive written Report on any Timber Pest Activity or Damage of the residential building and of the following described areas Located upon the Property ("**Building**"). If nothing is completed in the blank space then the Building will be the residential Building only.
-
- This Annexure does not apply to: (a) any Activity or Damage outside the Building; (b) any comments in the Report about conditions conducive to or susceptibility to Timber Pests; or (c) recommendations for further investigations.
2. The Buyer must serve a copy of the Report on the Seller, Seller Agent or Seller Representative by 4PM on: *complete (a) or (b)
(a*) / / **OR** (b*) **14 days after acceptance** ("Date")
3. If the Buyer, and Seller, Seller Agent or Seller Representative do not receive the Report before the Date then the Buyer will be deemed to have waived the benefit of this Annexure. Time is of the essence.
4. If the Report identifies Activity on, or Damage to, the Building, the Buyer may at any time within three (3) Business Days after the Date serve a Timber Pest Notice on the Seller, Seller Agent or Seller Representative giving the Seller Five (5) Business Days to agree to Eradicate and/or Repair.
5. If the Seller elects in writing to Eradicate and/or Repair pursuant to the Timber Pest Notice then the Settlement Date will be delayed until the later of: (a) three (3) Business Days after the Seller's Work is completed as certified by, the Seller's Builder in relation to Repair or a Consultant in relation to Eradication or, the later of them if both are required and (b) the Settlement Date.
6. The Seller must do the Work expeditiously and in a good and workmanlike manner through (a) a Builder to Repair or (b) a Consultant to Eradicate, and provide evidence to the Buyer of completion of the Work.
7. If, prior to the Seller commencing the Work, the Seller and Buyer wish to agree and do agree an amount to be paid by the Seller to the Buyer then that amount will be deducted from the Purchase Price at Settlement and the Seller will not undertake the Work.
8. If the Seller does not agree in writing to Eradicate and/or Repair within Five (5) Business Days from when the Timber Pest Notice was served on the Seller, Seller Agent or Seller Representative then
- (a) At any time within a further Five (5) Business Days after (1) that period ending (if no notice is given by the seller); or (2) the date notice in writing is given by the Seller to the Buyer, the Buyer may give notice in writing to the Seller, Seller Agent or Seller Representative terminating the Contract and the Deposit and other monies paid will be repaid to the Buyer;
- (b) if the Buyer does not terminate the Contract pursuant to this clause 8, then this Annexure ceases to apply and the Contract continues unaffected by this Annexure.
9. In this Annexure:
- 9.1 "Activity" means evidence of the presence of current Timber Pests.
- 9.2 "Builder" means a registered building service contractor (as defined in the *Building Services (Registration) Act 2011*WA) qualified to remedy the matters set out in the Major Structural Defects Notice.
- 9.3 "Consultant" means an independent inspector qualified and experienced in undertaking, pre-purchase property inspections pursuant to the Standard and Eradication.
- 9.4 "Damage" means evidence of damage caused by Timber Pests to the Building.
- 9.5 "Date" means the date inserted or calculated in clause 2. If no date is inserted in clause 2 then the Date will be Five (5) Business Days from the later of: (i) the Contract Date; or (ii) the Latest Time for Finance Approval (if any).
- 9.6 "Eradicate" and "Eradication" mean the treatment necessary to eradicate Activity affecting the Building.
- 9.7 "Repair" means the Work necessary to repair any Damage.
- 9.8 "Report" means a report performed in accordance with the Standard by a Consultant at the Property.
- 9.9 "Standard" means Australian Standard AS 4349.3-2010 (as amended from time to time) Inspection of buildings Timber Pest Inspections.
- 9.10 "Timber Pests" means subterranean and dampwood termites, borers of seasoned timber and wood decay fungi as defined in the Standard.
- 9.11 "Timber Pest Notice" means a Notice in writing from the Buyer to the Seller to provide the Seller with the opportunity to agree to Eradicate and/or Repair that the Buyer requires pursuant to the Report.
- 9.12 "Work" means the work required to Repair pursuant to the Timber Pest Notice.
- 9.13 Words not defined in this Annexure have the same meaning as defined in the Standard or the 2022 General Conditions.

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

WESTERN



AUSTRALIA

TITLE NUMBER

Volume

Folio

2629

796

RECORD OF CERTIFICATE OF TITLE
UNDER THE TRANSFER OF LAND ACT 1893 AND THE
STRATA TITLES ACT OF 1985

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.

BG Roberts
REGISTRAR OF TITLES



LAND DESCRIPTION:

LOT 1 ON STRATA PLAN 50382
TOGETHER WITH A SHARE IN COMMON PROPERTY (IF ANY) AS SET OUT ON THE STRATA PLAN

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

JAMES ALASDAIR KERR OF 11A SIMEON RISE, PEARSALL

(T K951244) REGISTERED 25/5/2009

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

1. INTERESTS NOTIFIED ON THE STRATA PLAN AND ANY AMENDMENTS TO LOTS OR COMMON PROPERTY NOTIFIED THEREON BY VIRTUE OF THE PROVISIONS OF THE STRATA TITLES ACT OF 1985 AS AMENDED.
2. J176529 NOTIFICATION. TOWN PLANNING AND DEVELOPMENT ACT 1928 REGISTERED 8/2/2005.
3. J176530 NOTIFICATION. TOWN PLANNING AND DEVELOPMENT ACT 1928 REGISTERED 8/2/2005.
4. Q294518 MORTGAGE TO POLICE & NURSES LTD REGISTERED 28/1/2025.

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.

-----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: SP50382
PREVIOUS TITLE: 2584-909
PROPERTY STREET ADDRESS: 11A SIMEON RISE, PEARSALL.
LOCAL GOVERNMENT AUTHORITY: CITY OF WANNEROO

STRATA PLAN 50382 SHEET 1 OF 2 SHEETS	
PLAN OF LOT 733 ON DP 43686	CERTIFICATE OF TITLE Vol. 2584 Fol. 909 LOCAL GOVERNMENT CITY OF WANNEROO INDEX PLAN BG35(2) 10.03 FIELD BOOK
SCALE 1:300 @ A3 1:200 @ A3	NAME OF SCHEME 11 SIMEON RISE, PEARSALL
ADDRESS OF PARCEL 11 SIMEON RISE, PEARSALL, 6065	
MANAGEMENT STATEMENT YES <input type="radio"/> NO <input checked="" type="radio"/>	
LODGED DATE 25-May-06 FEE PAID \$220.00 ASSESS NO. 932402	CERTIFIED CORRECT COR. FILE 02723-2005/3 p9101 IN ORDER FOR DEALINGS SUBJECT TO Lodgement of Form 7 REGISTERED 14-6-2006
3842692 APPLICATION WESTERN AUSTRALIAN PLANNING COMMISSION W.A.P.C. REF. Certificate of Approval under Section 25B(2) of Strata Title Act 1985 Delegated under S 16 P&D Act 2005 DATE 24.7.06	
DEPARTMENT OF Land Information	



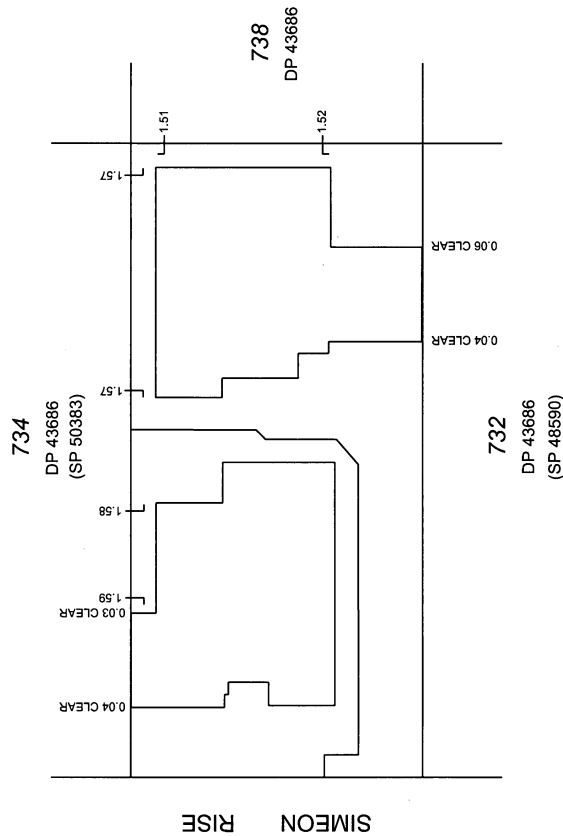
SCANLAN
 SURVEYS PTY LTD
 LICENSED SURVEYORS
 P O BOX 429 MIDLAND 6936
 PH: 08 9250 2261 FAX: 08 9274 6206
 Email: survey@scanlansurveys.com.au
 5699/06/1 JS

SURVEYOR'S CERTIFICATE - Reg 54

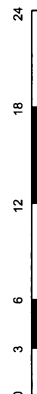
I, **J.M. SCANLAN**
 hereby certify that this plan is accurate and is a correct
 representation of the
 (a) site
 (b) calculations from measurements,
 (c) calculations if (a) and (b)

undertaken for the purposes of this plan and that it complies
 with the relevant written law(s) in relation to which it is lodged.

LICENSED SURVEYOR
 DATE



LOCATION PLAN
 Scale 1:300



INTERESTS AND NOTIFICATIONS

SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN	LAND BURDENED	BENEFIT TO	COMMENTS
	NOTIFICATION	SECTION 165 OF THE P & D ACT	DOC J176529	LOTS 1, 2 & COMMON PROPERTY		FORMERLY SEC 12A OF THE TP & D ACT
	NOTIFICATION	SECTION 165 OF THE P & D ACT	DOC J176530	LOTS 1, 2 & COMMON PROPERTY		FORMERLY SEC 12A OF THE TP & D ACT

ORIGINAL

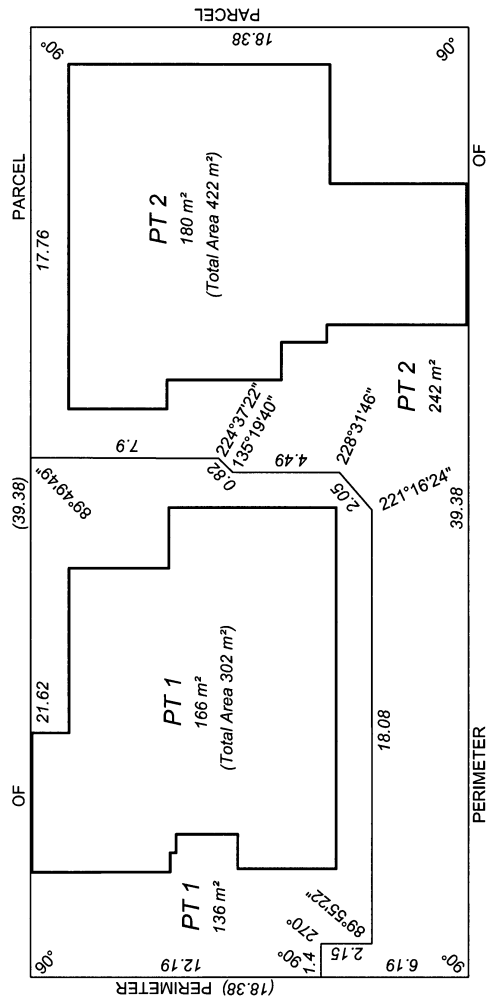
STRATA PLAN 50382



STRATA PLAN

50382

SHEET 2 OF 2 SHEETS



THE STRATUM OF THE LOTS EXTENDS BETWEEN 8 METRES BELOW AND 10 METRES ABOVE THE UPPER SURFACE OF THE GROUND FLOOR OF THE RESPECTIVE UNITS.

THE BOUNDARIES OF THE LOTS OR PARTS OF THE LOTS WHICH ARE BUILDINGS SHOWN ON THE STRATA PLAN ARE THE EXTERNAL SURFACES OF THOSE BUILDINGS, AS PROVIDED BY SECTION 3AB OF THE STRATA TITLES ACT 1985.

ALL DISTANCES ARE FROM BOUNDARIES OR EXTERNAL SURFACES OF BUILDINGS.

GROUND FLOOR PLAN

SCALE 1:200



✓

LICENSED SURVEYOR

DATE

John Surian
2004.05.25 12:22:19 •
0700

SCANLAN
Surveys Pty Ltd
LICENSED SURVEYORS
P O BOX 429 MIDLAND 6936
PH: 08 9250 2261 FAX: 08 9274 6206
Email: survey@scanlansurveys.com.au
5699/08/2 JS

FORM 3

STRATA PLAN No.				50382			
Schedule of Unit Entitlement		Office Use Only		Schedule of Unit Entitlement		Office Use Only	
		Current Cs of Title				Current Cs of Title	
Lot No,	Unit Entitlement	Vol.	Fol.	Lot No,	Unit Entitlement	Vol.	Fol.
1	51	2629-796					
2	49	2629-797					
				</			


DESCRIPTION OF PARCEL AND BUILDING

TWO BRICK CONSTRUCTED DWELLINGS UPON LOT 733
ON DEPOSITED PLAN 43686
ADDRESS OF PARCEL: 11 SIMEON RISE, PEARSALL WA 6065

**CERTIFICATE OF LICENSED VALUER
STRATA**

I, **Bradley J Dawson**, being a Licensed Valuer licensed under the *Land Valuers Licensing Act 1978* certify that the unit entitlement of each lot (in this certificate, excluding any common property lots), as stated in the schedule bears in relation to the aggregate unit entitlement of all lots delineated on the plan a proportion not greater than 5% more or 5% less than the proportion that the value (as that term is defined in section 14 (2a) of the *Strata Titles Act 1985*) of that lot bears to the aggregate value of all the lots delineated on the plan.

22-May-2006
Date


 Brad Dawson
 2006.05.24
 13:30:57 +08'00'
 Signed

FORM 7

Strata Titles Act 1985

Section 5B(2), 8A(f), 23(1)

STRATA PLAN No. 50382

DESCRIPTION OF PARCEL & BUILDING

TWO SINGLE STOREY BRICK & TILE RESIDENTIAL DWELLINGS
SITUATED ON LOT 733 ON DP 43686
ADDRESS OF PARCEL: 11 SIMEON RISE, PEARSALL 6065

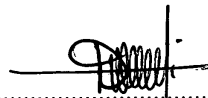
CERTIFICATE OF LOCAL GOVERNMENT

CITY OF WANNEROO....., the local government hereby
certifies that in respect of the strata plan which relates to the parcel and building
described above (in this certificate called "the plan"):-

- (1) *(a) the building and the parcel shown on the plan have been
inspected and that it is consistent with the approved building
plans and specifications in respect of the building; or
- ~~*(b) the building has been inspected and the modification is
consistent with the approved building plans and specifications
relating to the modification;~~
- (2) the building, in the opinion of the local government, is of sufficient
standard to be brought under the *Strata Titles Act 1985*;
- ~~(3) where part of a wall or building or material attached to a wall or
building, encroaches beyond the external surface boundaries of the
parcel on to a public road, street or way the local government is of
the opinion that retention of the encroachment in its existing state
will not endanger public safety or unreasonably interfere with the
amenity of the neighbourhood and the local government does not
object to the encroachment; and~~
- (4) ~~*(a) any conditions imposed by the Western Australian Planning
Commission have been complied with; or~~
- ~~*(b) the within strata scheme is exempt from the requirement of
approval by the Western Australian Planning Commission.~~

05 JUL 2006

.....
Date



.....
Delegated Officer
Section 23(5)
Strata Titles Act 1985

* Delete if inapplicable

FORM 5

Strata Titles Act 1985

Sections 5B(1), 8A, 22(1)

STRATA PLAN No. 50382

DESCRIPTION OF PARCEL & BUILDING

TWO SINGLE STOREY BRICK & TILE RESIDENTIAL DWELLINGS

SITUATED ON LOT 733 ON DP 43686

ADDRESS OF PARCEL: 11 SIMEON RISE, PEARSALL 6065

CERTIFICATE OF LICENSED SURVEYOR

I, J.M. SCANLAN, being a licensed surveyor registered under the *Licensed Surveyors Act 1909* certify that in respect of the strata plan which relates to the parcel and building described above (in this certificate called "the plan"): —

- (a) each lot that is not wholly within a building shown on the plan is within the external surface boundaries of the parcel; and either
- *(b) each building shown on the plan is within the external surface boundaries of the parcel; or
- ~~*(c) in a case where a part of a wall or building, or material attached to a wall or building, encroaches beyond the external surface boundaries of the parcel —~~
- ~~(i) all lots shown on the plan are within the external surface boundaries of the parcel;~~
- ~~(ii) the plan clearly indicates the existence of the encroachment and its nature and extent; and~~
- ~~(iii) where the encroachment is not on to a public road, street or way, that an appropriate easement has been granted and will be lodged with the Registrar of Titles to enable it to be registered as an appurtenance of the parcel; and~~
- ~~*(d) if the plan is a plan of re-subdivision, it complies with Schedule 1 by law(s) no(s) _____ on Strata Plan No. _____ registered in respect of (name of scheme) or sufficiently complies with that/those by law(s) in a way that is allowed by regulation 36 of the *Strata Titles General Regulations 1996*.~~



John Scanlan

John Scanlan
2006.05.25 11:00:14
+08'00'

.....
Licensed Surveyor

.....
Date

*Delete if inapplicable

ANNEXURE 'A' OF STRATA PLAN No.

[illegible]

Note: Entries may be affected by subsequent endorsements.

50382

REGISTRAR OF TITLES

Instrument

Regist'd

**Signature of
Registrar of
Titles**

Cancellation

Nature

Number

Renist's

Time

Signature of _____

NOTIFICATION J176529

NOTIFICATION. Planning and Development Act

8.2.05

1000

NOTIFICATION J176530

NOTIFICATION. Planning and Development Act

8.2.05

5

[illegible]

LANDGATE COPY OF ORIGINAL NOT TO SCALE 08/05/2025 01:55 PM Request number: 68165967

Strata Plan 50382

Lot	Certificate of Title	Lot Status	Part Lot
1	2629/796	Registered	
2	2629/797	Registered	

OFFICE USE ONLY

J 176529 NO

08 Feb, 2005 14:40:42 Perth



REG. \$ 79.00

NOTIFICATION

LODGED BY Paterson Tudor Owen & Parker

ADDRESS 123 Fitzgerald Street
West Perth WA 6005

PHONE NO. 9328 6088

FAX NO. 9328 2689

REFERENCE NO.

ISSUING BOX NO. 1935

PREPARED BY Paterson Tudor Owen & Parker

ADDRESS 123 Fitzgerald Street
West Perth WA 6005

PHONE NO. 9328 6088 FAX NO. 9328 2689

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

2/1/05

TITLES, LEASES, DECLARATIONS ETC LODGED
HEREWITH

1.	_____	Received items
2.	_____	Nos.
3.	_____	
4.	_____	
5.	_____	
6.	_____	

Receiving Clerk

ENDORSING INSTRUCTIONS

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



CHIEF EXECUTIVE



TO REGISTRAR OF TITLES
REGISTRAR OF DEEDS

NOTIFICATION

TOWN PLANNING AND DEVELOPMENT ACT 1928

NOTICE IS HEREBY GIVEN THAT THE LAND SET OUT IN THE
SCHEDULE HERETO IS LAND TO WHICH SECTION 12A OF
THE TOWN PLANNING AND DEVELOPMENT ACT 1928 APPLIES

SCHEDULE

DESCRIPTION OF LAND	EXTENT	VOLUME	FOLIO
LOTS 731 - 753 (INC) ON DEPOSITED PLAN 43686	WHOLE Part	1273	449

REGISTERED PROPRIETOR OF LAND
LANDMARK DEVELOPMENTS (WA) PTY LTD OF 282 ROKEBY ROAD, SUBIACO

HAZARDS OR OTHER FACTORS SERIOUSLY AFFECTING THE LAND
THIS LOT IS CREATED WITHIN 300 METRES OF OPERATING MARKET GARDENS AND HAS
POTENTIAL TO BE AFFECTED BY ODOURS, NOISE, SPRAY DRIFT AND DUST THAT ARE
ASSOCIATED WITH THE CONTINUED OPERATION OF A MARKET GARDEN.

Dated this 30

day of December

20 04


For: WESTERN AUSTRALIAN PLANNING COMMISSION

Correne Seymour
Deputy Secretary
Department for Planning
and Infrastructure
Perth, WA
WITNESS

OFFICE USE ONLY

J 176530 NO

08 Feb, 2005 14:40:42 Perth



REG. \$ 79.00

NOTIFICATION

LODGED BY

ADDRESS

PHONE NO.

FAX NO.

REFERENCE NO.

ISSUING BOX NO.

PREPARED BY Paterson Tudor Owen & Parker

ADDRESS 123 Fitzgerald Street
West Perth WA 6005

PHONE NO. 9328 6088 FAX NO. 9328 2689

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

3/1/04

TITLES, LEASES, DECLARATIONS ETC LODGED
HEREWITH

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

WA

ENDORISING INSTRUCTIONS

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



CHIEF EXECUTIVE



TO REGISTRAR OF TITLES
REGISTRAR OF DEEDS

NOTIFICATION

TOWN PLANNING AND DEVELOPMENT ACT 1928

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THE TOWN PLANNING AND DEVELOPMENT ACT 1928 APPLIES

SCHEDULE

DESCRIPTION OF LAND	EXTENT	VOLUME	FOLIO
LOTS 731 - 753 (INC) ON DEPOSITED PLAN 43686	WHOLE part	1273	449

REGISTERED PROPRIETOR OF LAND
LANDMARK DEVELOPMENTS (WA) PTY LTD OF 282 ROKEBY ROAD, SUBIACO

HAZARDS OR OTHER FACTORS SERIOUSLY AFFECTING THE LAND
THIS LOT IS CREATED WITHIN 500 METRES OF AN OPERATING POULTRY FARM ON LOT 39
MARY STREET, PEARSALL AND HAS POTENTIAL TO BE AFFECTED BY ODOURS, NOISE,
LIGHT AND/OR DUST THAT ARE ASSOCIATED WITH THE CONTINUED OPERATION OF THE
POULTRY FARM.

Dated this 30

day of

December

20 04

For: WESTERN AUSTRALIAN PLANNING COMMISSION

Deputy Registrar for Planning
Correne Seymour