

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.
WARNING - If the Purchase Price is \$750,000 or more a Withholding Tax may apply to this Contract (see 2022 General Condition 3.7).
WARNING - If GST is relevant to this transaction then the relevant GST provision should be outlined in the Special Conditions or in an attached GST Annexure, which forms part of this Contract.

TO:
 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

- Is this Contract concerning the taxable supply of new residential premises or potential residential land as defined in the GST Act? YES NO
- 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).
- If YES is ticked, then the 'GST Withholding Annexure' should be attached to this Contract.

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

FINANCE CLAUSE IS NOT APPLICABLE
 Signature of the Buyer if Finance Clause IS NOT applicable

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

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CONDITIONS

1. SUBJECT TO FINANCE

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

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

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

- (a) The Buyer must:
- (1) immediately after the Contract Date make a Finance Application to a Lender or a Mortgage Broker using, if required by the Lender, the Property as security; and
 - (2) use all best endeavours in good faith to obtain Finance Approval.
- (b) If the Buyer does not comply with Clause 1.1(a) or 1.1(c)(1) then the Contract will not come to an end pursuant to clause 1.2 and the Buyer may not terminate the Contract under Clause 1.3. The rights of the Seller under this Clause 1.1 will not be affected if the Buyer does not comply with Clause 1.1.
- (c) The Buyer must immediately give to the Seller or Seller Agent:
- (1) an Approval Notice if the Buyer obtains Finance Approval; or
 - (2) a Non Approval Notice if the Finance Application is rejected;
- at any time while the Contract is in force and effect.

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

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

- (a) the Finance Application has been rejected; or
- (b) a Non Approval Notice, is given to the Seller or Seller Agent.

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

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

- (a) an Approval Notice; or
- (b) a Non Approval Notice;

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

1.4 Finance Approval: Approval Notice Given

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

- (a) Finance Approval has been obtained; or
- (b) an Approval Notice has been given to the Seller or Seller Agent;

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

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

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

1.6 Buyer Must Keep Seller Informed: Evidence

(a) If requested in writing by the Seller or Seller Agent the Buyer must:

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

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

1.7 Right To Terminate

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

- (a) termination must be effected by written Notice to the other Party;
- (b) Clauses 23 and 24 of the 2022 General Conditions do not apply to the right to terminate;
- (c) upon termination the Deposit and any other monies paid by the Buyer must be repaid to the Buyer;
- (d) upon termination neither Party will have any action or claim against the other for breach of this Contract, except for a breach of Clause 1.1 by the Buyer.

1.8 Waiver

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

1.9 Definitions

In this Clause:

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

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

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

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

- (a) to a Lender to lend any monies payable under the Contract; or
- (b) to a Mortgage Broker to facilitate an application to a Lender.

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

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

Latest Time means:

- (a) the time and date referred to in the Schedule; or
- (b) if no date is nominated in the Schedule, then 4pm on the day falling 15 Business Days after the Contract Date.

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

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

Non Approval Notice means:

- (a) advice in writing given by the Buyer or a Lender to the Seller, or Seller Agent to the effect that the Finance Application has been rejected or Finance Approval has not been obtained; or
- (b) advice in writing from a Mortgage Broker to the Seller or Seller Agent to the effect that:
 - (1) (i) they have made inquiries about the Buyer's requirements and objectives under this Contract;
 - (ii) they have conducted a "preliminary assessment" pursuant to sections 116 and 117 of the Credit Protection Act of the suitability of the credit contract proposed for the Buyer arising from the Finance Application; and
 - (iii) they have assessed that proposed credit contract as being unsuitable for the Buyer; or
- (2) the Finance Application to a Lender has been rejected.

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



SPECIAL CONDITIONS

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

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SPECIAL CONDITIONS - Continued

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

Signature 	Date	Signature	Date
Signature 	Date	Signature	Date

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

Name	Maria Teresa Maiolo		
Address	29 Pasture Place		
Suburb	Gidgegannup	State	WA
		Postcode	6083
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.]

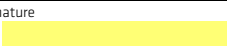
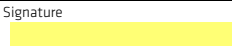
Signature	Date	Signature	Date
Signature	Date	Signature	Date

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:

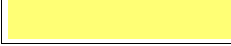
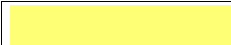
1. This offer and acceptance
2. 2022 General Conditions

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	<input type="text"/>	<input type="text"/>
Signature		<input type="text"/>
		<input type="text"/>

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04/22

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 <i>"Duplicate Certificate of Title"</i>	Delete the definition of <i>"Duplicate Certificate of Title"</i> .

Buyer

Signature 

Name _____

Date _____

Signature 

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Seller

Signature _____

Name Maria Teresa Maiolo

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

29 Pasture Place, Gidgegannup WA 6083

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 by 4PM on: (a*) / / *complete (a) or (b) **OR**
 (b*) 14 days after acceptance ("Date")

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 before the 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 within 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 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) the Buyer may at any time within a further five (5) Business Days after that period ends, 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 builder registered in Western Australia with appropriate qualifications and using such other appropriately qualified persons, necessary 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 1. If nothing is inserted in clause 1 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 2018 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

29 Pasture Place, Gidgegannup WA 6083

1. The Buyer may at their expense obtain a non-invasive written Report on any Timber Pest Activity or Damage by:

4PM on **complete one*

 / / OR

14 days after acceptance ("Date")

of the residential building and the located upon the Property ("**Building**").

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 before the 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 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) the Buyer may at any time within a further Five (5) Business Days after that period ends, 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 builder registered in Western Australia with appropriate qualifications and using such other appropriately qualified persons, necessary to Repair any Damage set out in the Timber Pest 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 1. If no date is inserted in clause 1 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 2018 General Conditions.

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

WESTERN



AUSTRALIA

TITLE NUMBER

Volume Folio

2203 912

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



LAND DESCRIPTION:

LOT 202 ON DEPOSITED PLAN 24714

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

MARIA TERESA MAIOLO OF 29 PASTURE PLACE GIDGEGANNUP WA 6083

(T P233480) REGISTERED 29/7/2022

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

1. H570896 NOTIFICATION CONTAINS FACTORS AFFECTING THE WITHIN LAND. LODGED 10/10/2000.
2. EASEMENT BURDEN (FOR/INCLUDES WATER/DRAINAGE/SEWERAGE PURPOSE) - SEE DEPOSITED PLAN 24714.

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: 2203-912 (202/DP24714)
PREVIOUS TITLE: 1441-703
PROPERTY STREET ADDRESS: 29 PASTURE PL, GIDGEGANNUP.
LOCAL GOVERNMENT AUTHORITY: CITY OF SWAN

ORIGINAL: Not to be removed from the Department of Land Administration.

APPLICATION H593058

VOLUME FOLIO

VOLUME 1441 FOLIO 703

WESTERN



AUSTRALIA

2203 912
IN THE REGISTER

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



ORIGINAL CERTIFICATE OF TITLE

ORIGINAL CERTIFICATE OF TITLE

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.

DATED 8TH NOVEMBER, 2000

J. Hyatt
REGISTRAR OF TITLES



LAND DESCRIPTION:

LOT 202 ON DEPOSITED PLAN 24714, DELINEATED ON THE MAP IN THE THIRD SCHEDULE HERETO.

ORIGINAL CERTIFICATE OF TITLE

ORIGINAL CERTIFICATE OF TITLE

REGISTERED PROPRIETOR:
FIRST SCHEDULE (continued overleaf)

HILLBROOK CORPORATON PTY LTD OF POST OFFICE BOX 176, MUNDARING.

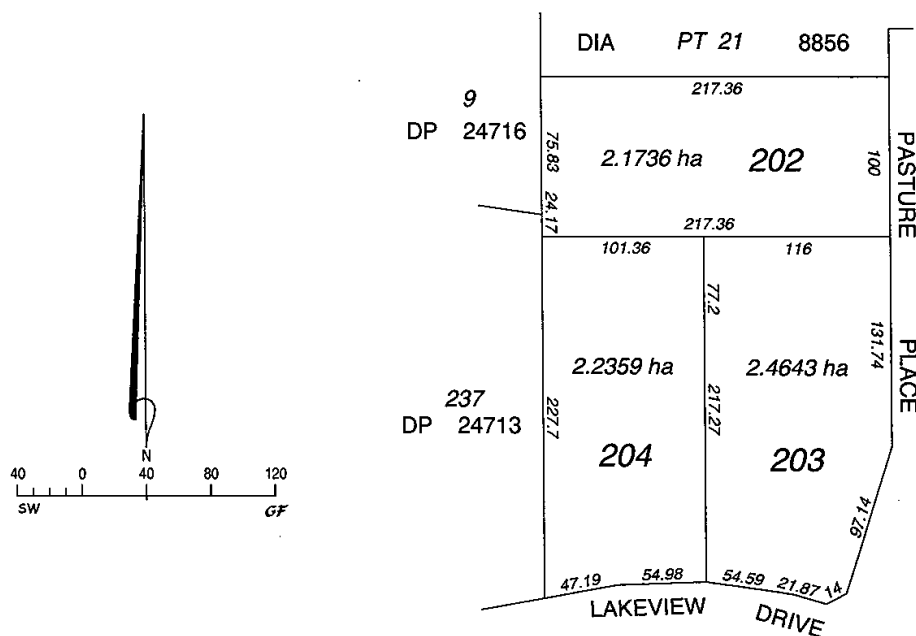
LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS:
SECOND SCHEDULE (continued overleaf)

1. NOTIFICATION H570896 CONTAINS FACTORS AFFECTING THE WITHIN LAND. LODGED 10.10.00 AT 11.16 HRS.
2. EASEMENT FOR DRAINAGE PURPOSES CREATED ON DEPOSITED PLAN 24714 UNDER SECTION 27A TP&D ACT.

ORIGINAL CERTIFICATE OF TITLE

ORIGINAL CERTIFICATE OF TITLE

THIRD SCHEDULE



ORIGINAL CERTIFICATE OF TITLE

ORIGINAL CERTIFICATE OF TITLE

NOTE: Entries may be affected by subsequent endorsements.

Superseded - Copy for Sketch Only

VOLUME FOLIO
 2203 912
 IN THE REGISTER

FIRST SCHEDULE (continued)					
PARTICULARS	INSTRUMENT		REGISTERED	TIME	SEAL & INITIAL
	NATURE	NUMBER			
NOTE : ENTRIES MAY BE AFFECTED BY SUBSEQUENT ENDORSEMENTS					

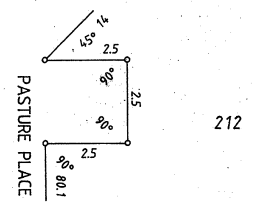
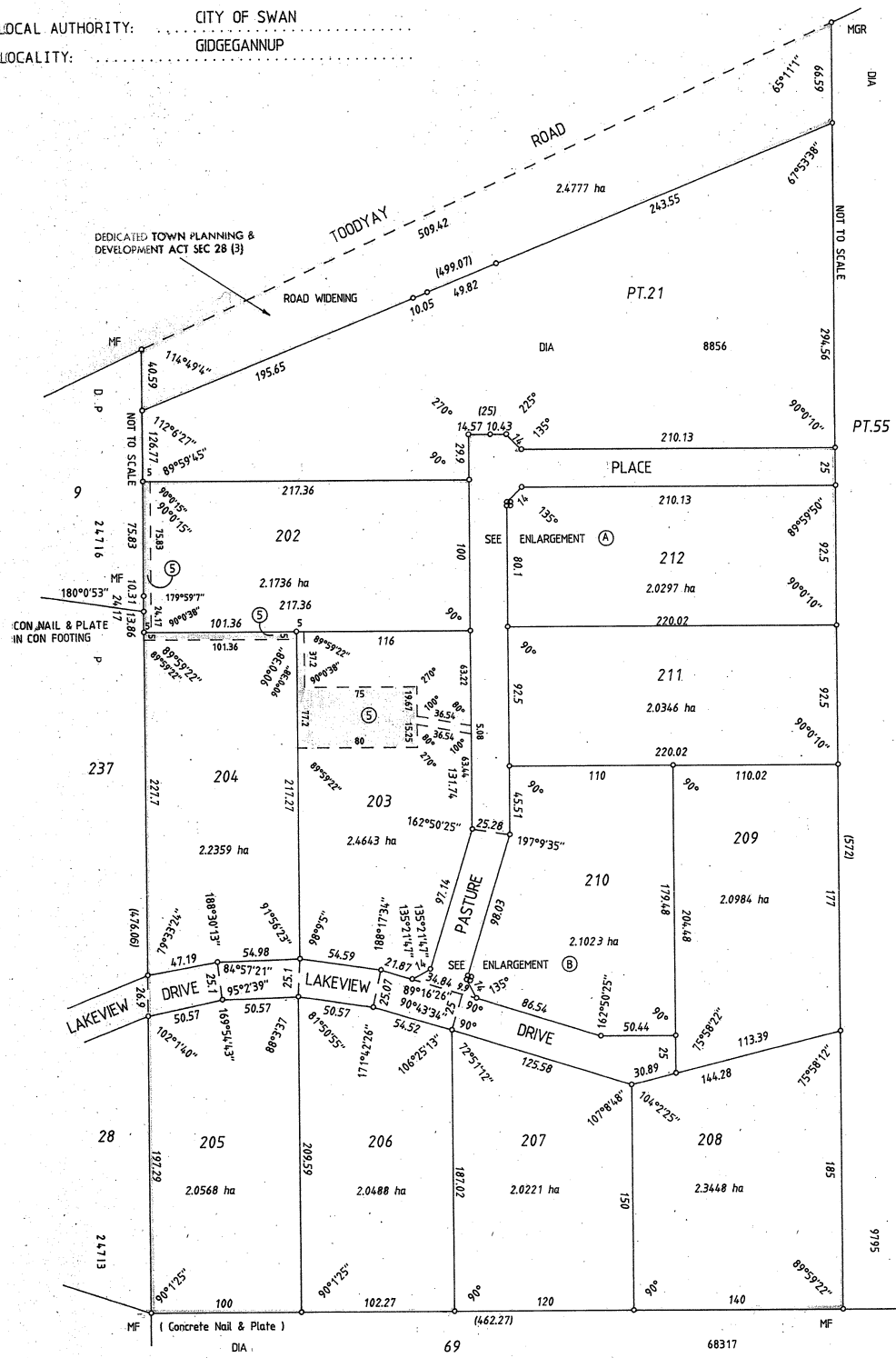
SECOND SCHEDULE (continued)						
REGISTERED or LODGED	TIME	SEAL & INITIAL	CANCELLATION		REGISTERED or LODGED	SEAL & INITIAL
			NATURE	NUMBER		

LAND DESCRIPTION	ON	CERTIFICATE OF TITLE	FIELD BOOK	TOTAL AREA
PT LOT 21 OF SWAN LOC. 1317	PLAN DIAGRAM 8856 INDEX PG. 34(10) 6.8 & 7.9 PUBLIC.....	VOLUME FOLIO 1441 703	83 28 5	28.5159 ha

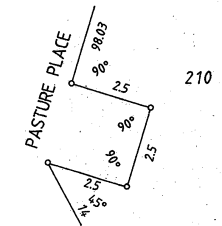


LOCAL AUTHORITY: CITY OF SWAN
LOCALITY: GIDGEGANNUP

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



ENLARGEMENT (A) NOT TO SCALE



ENLARGEMENT (B) NOT TO SCALE

(S) EASEMENT IN FAVOUR OF
THE CITY OF SWAN UNDER
SEC.27A OF THE T.P. & D.
ACT REG.5 (DRAINAGE)

STATEWEST
SURVEYING & PLANNING
LICENSED SURVEYORS
0 20 40 60 80 100
9795

SURVEYOR'S CERTIFICATE - Reg 54 R.J.M. ROGERS I, the undersigned, hereby certify that this plan is a correct representation of the survey and/or calculations from measurements recorded in the field book lodged for the purposes of this plan and that it complies with the relevant written law(s) in relation to which it is lodged. SW12694.CSD 2/8/2000 Date		APPROVED BY WESTERN AUSTRALIAN PLANNING COMMISSION WAPC 107859 FILE: <i>[Signature]</i> FOR CHAIRMAN DATE: 24-10-2000		SCALE 1:2000 ALL DISTANCES ARE IN METRES	
SURVEYOR'S CERTIFICATE - Compiled I, the undersigned, hereby certify that this compiled plan (a) is a correct and accurate representation of the survey(s) of the subject land; and (b) is in accordance with the relevant law in relation to which it is lodged. Date		<input type="checkbox"/> EARLY ISSUE <input checked="" type="checkbox"/> LODGED DATE: 29.8.2000 FEE PAID: \$ 633.00 ASSESS No. 283177		TYPE OF VALIDATION FULL AUDIT LEGAL COMPONENT: K. HARRISON DOCKET PLAN/DIAGRAM: 100662 CERTIFIED CORRECT: <i>[Signature]</i> 24.10.00 F. S. C.	
		IN ORDER FOR DEALINGS SUBJECT TO SEC 295(5) LGA SEC 27A + 28(3) T.P. & D. approval of DP 24713 <i>[Signature]</i> 24/10/00 FOR INSPECTOR OF PLANS & SURVEYS DATE APPROVED: 8.11.2000 INSPECTOR OF PLANS & SURVEYS DATE		DEPOSITED PLAN 24714	

Deposited Plan 24714

Lot	Certificate of Title	Lot Status	Part Lot
202	2203/912	Registered	
203	2203/913	Registered	
204	2203/914	Registered	
205	2203/915	Registered	
206	2203/916	Registered	
207	2203/917	Registered	
208	2203/918	Registered	
209	2203/919	Registered	
210	2203/920	Registered	
211	2203/921	Registered	
212	2203/922	Registered	

INSTRUCTIONS

1. If insufficient space in any section, Additional Sheet Form B1, should be used with appropriate headings. The boxed sections should only contain the words "see page....."
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.

NOTES

1. **DESCRIPTION OF LAND**
Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated.
Extent - Whole, part or balance of the land comprised in the Certificate of Title to be stated.
The Volume and Folio number to be stated.
2. **REGISTERED PROPRIETOR**
State full name and address of the Registered Proprietors as shown on the Certificate of Title and the address / addresses to which future Notices can be sent.
3. **LOCAL GOVERNMENT / PUBLIC AUTHORITY**
State the name of the Local Government or the Public Authority preparing and lodging this notification.
4. **FACTOR AFFECTING THE USE AND ENJOYMENT OF LAND**
Describe the factor affecting the use or enjoyment of land.
5. **ATTESTATION OF LOCAL GOVERNMENT / PUBLIC AUTHORITY**
To be attested in the manner prescribed by the Local Government Act or as prescribed by the Act constituting the Public Authority.
6. **REGISTERED PROPRIETOR'S EXECUTION**
A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of the witness must be stated.

EXAMINED

NR103
A17
A/10 TM

OFFICE USE ONLY

H 570896 NR

10 Oct, 2000 11:16:17 Midland



REG. \$ 70.00

NOTIFICATION

LODGED BY

Statewest Surveying & Planning

ADDRESS PO BOX 1377 MIDLAND 6936

PHONE No. (08) 9274 3198

FAX No. (08) 9274 3878

REFERENCE No. SW12694

ISSUING BOX No. 305

PREPARED BY

Statewest Surveying and Planning

ADDRESS PO Box 1377 Midland 6936

PHONE No 9274 3198 FAX No. 9274 3878

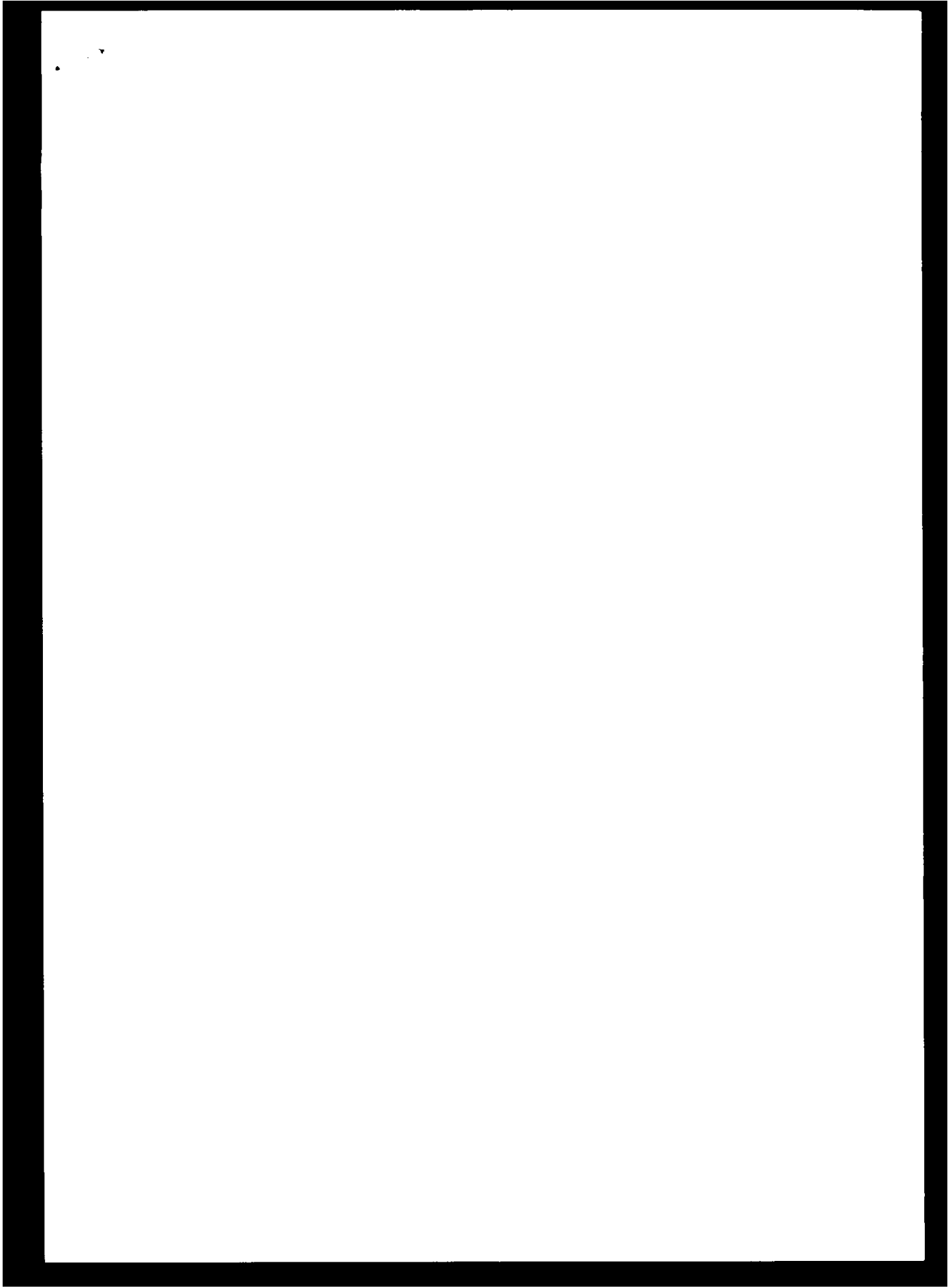
INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

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

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

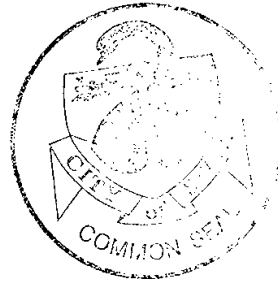


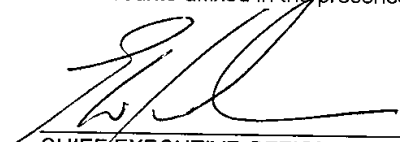


ADDITIONAL PAGE TO NOTIFICATION UNDER SECTION 70A


THE LOCAL GOVERNMENT SIGN HERE

The COMMON SEAL of the CITY OF SWAN
was hereunto affixed in the presence of }





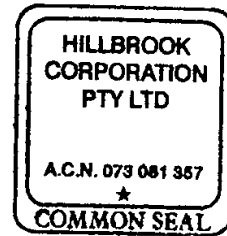
CHIEF EXECUTIVE OFFICER

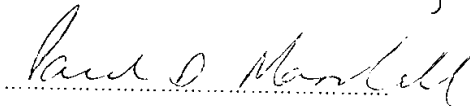


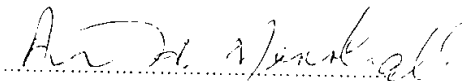
EXECUTIVE MANAGER, MANAGEMENT SERVICES

THE REGISTERED PROPRIETOR SIGN HERE

The COMMON SEAL of HILLBROOK CORPORATION PTY LTD
was hereunto affixed by authority of its Directors in the presence of }



Director / Secretary: 

Director: 

FORM N1

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

NOTIFICATION UNDER SECTION 70A

DESCRIPTION OF LAND (Note 1)

DESCRIPTION OF LAND (Note 1)	EXTENT	VOLUME	FOLIO
Part lot 21 on Diagram 8856	WHOLE	1441	703

REGISTERED PROPRIETOR (Note 2)

Hillbrook Corporation Pty. Ltd. of Post Office Box 176, Mundaring W.A.

LOCAL GOVERNMENT / PUBLIC AUTHORITY (Note 3)

CITY OF SWAN of Corner Morrison Road and Old Great Northern Highway, Midland.

FACTOR AFFECTING USE OR ENJOYMENT OF LAND (Note 4)

Registered proprietors of the land described above or any part thereof are notified that the subject land is affected by Outline Development Plan No. 85 which affects the use and management of the land. This document is available from the offices of the City of Swan.

Dated this *10th* day of *October* 2000

LOCAL GOVERNMENT / PUBLIC AUTHORITY ATTESTATION (Note 5)

For execution – see page 2

REGISTERED PROPRIETOR/S SIGN HERE (Note 6)

Signed
in the presence of For execution – see page 2.

Signed
in the presence of



Document number P233480
 Lodgement date 29/07/2022 11:44:12

Transfer

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Jurisdiction

Western Australia

Legislation

Transfer of Land Act 1893

Document details

Document type	Transfer	ELN lodgement case id	528051752
ELN id	PEXA	ELN document id	1341472190
ELN workspace id	8164761	ELN counterpart id/s	1341472190-540987204 1341472190-540961731

Responsible subscriber and contact details

Name	JELINA HOLDINGS PTY LTD	Contact fax	08 9204 7901
Customer code	EFA10570	Contact phone	08 9204 7900
Contact name	Jodi Taylor	Contact email	
Contact address	PO BOX 7768 PERTH WA 6850	Client reference	2022/0810-AD (P) Maiolo

Lodgement fees

Fee description	Net	Gst	Fees
ELNO - Transfer	\$457.60	\$0.00	\$457.60
		Total	\$457.60

Land

Title(volume-folio)	Extent	Land description	Estate and/or interest
2203-912	Whole	202/DP24714	FEE SIMPLE

Consideration

Consideration type	Monetary
Consideration amount	\$1,350,000.00

Duty Assessment

Transaction id	1038997500	VGO valued indicator	No
Assessment number	1038997534	Share indicator	No
SRO Client number	2825378	Exempt flag	No
ELN subscriber id		Exempt reason	
Duty assessment date	21/07/2022	Contract date	14/06/2022
Dutiable amount	\$1,350,000.00	Manual verification	No
Duty amount	\$60,640.50	First transfer	No
Duty amount payable	0.00		
Penalty tax	0.00		
Foreign ownership surcharge	0.00		
Nominal duty reason			

Transferor(s)

DAVID JOHN OGDEN
ANGELA LOUISE OGDEN
(AS TO TITLE 2203-912 FORMERLY ANGELA LOUISE ROBERTSHAW BY VIRTUE OF MARRIAGE)
AS JOINT TENANTS

Transferee(s)

MARIA TERESA MAIOLLO OF 29 PASTURE PLACE GIDGEGANNUP WA 6083

Attachments

NIL

Duplicate title holding and issuing details

Duplicate holding/s

NIL

Duplicate issuing

NIL

Operative clause

The transferor for the consideration herein expressed transfers to the transferee the estate and interest herein specified in the land herein described, subject to the Limitations, Interests, Encumbrances and Notifications as shown on the Certificate of Title and/or otherwise affect the land under the Transfer of Land Act 1893.

Subscriber Certification and Execution on behalf of the Transferor(s)

JELINA HOLDINGS PTY LTD (ACN 100588832 ABN 95100588832) makes the following certifications:

1. The Certifier has retained the evidence supporting this Registry Instrument or Document.
2. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.
3. The Certifier has taken reasonable steps to verify the identity of the transferor or his, her or its administrator or attorney.
4. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

Digitally signed by BREANNE VLADICH for JELINA HOLDINGS PTY LTD (ACN 100588832 ABN 95100588832) on behalf of ANGELA LOUISE OGDEN and DAVID JOHN OGDEN on 29 July 2022

Subscriber Certification and Execution on behalf of the Transferee(s)

JELINA HOLDINGS PTY LTD (ACN 100588832 ABN 95100588832) makes the following certifications:

1. The Certifier has retained the evidence supporting this Registry Instrument or Document.
2. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.
3. The Certifier has taken reasonable steps to verify the identity of the transferee or his, her or its administrator or attorney.
4. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

Digitally signed by BREANNE VLADICH for JELINA HOLDINGS PTY LTD (ACN 100588832 ABN 95100588832) on behalf of MARIA TERESA MAIOLO on 29 July 2022