

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



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000011216488



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

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

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	Julie Anne Symmington as Executor of the estate of Stephen Michael Excell		
Address	13 Ironwood Court		
Suburb	Thornlie	State	WA
		Postcode	6108
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 <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 **Julie Anne Symmington as
Executor of the estate of Stephen Michael Excell**

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

145 Yallara Rise, Mundaring WA 6073

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 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

WESTERN



AUSTRALIA

TITLE NUMBER

Volume

Folio

2189

877

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.

BG Roberts
REGISTRAR OF TITLES



LAND DESCRIPTION:

LOT 402 ON DIAGRAM 98820

REGISTERED PROPRIETOR: (FIRST SCHEDULE)

STEPHEN MICHAEL EXCELL OF 145 YALLARA RISE MUNDARING WA 6073

(T Q114756) REGISTERED 27/8/2024

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

1. H336628 NOTIFICATION CONTAINS FACTORS AFFECTING THE WITHIN LAND. LODGED 14/1/2000.
2. H336629 RESTRICTIVE COVENANT BURDEN REGISTERED 14/1/2000.
3. J215872 NOTIFICATION CONTAINS FACTORS AFFECTING THE WITHIN LAND. LODGED 16/3/2005.

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: 2189-877 (402/D98820)
PREVIOUS TITLE: 1353-33
PROPERTY STREET ADDRESS: 145 YALLARA RISE, MUNDARING.
LOCAL GOVERNMENT AUTHORITY: SHIRE OF MUNDARING

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

Application H417272

Volume 1353 Folio 33

WESTERN



AUSTRALIA

VOLUME FOLIO

2189 877

IN THE REGISTER



CERTIFICATE OF TITLE

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

The person described in the First Schedule hereto is the registered proprietor of the undermentioned estate in the undermentioned land subject to the easements, encumbrances and notices shown in the Second Schedule hereto.

Dated 12th April, 2000

J. Hyatt
REGISTRAR OF TITLES



ESTATE AND LAND REFERRED TO

Estate in fee simple in portion of Swan Location 1901 and being Lot 402 on Diagram 98820, delineated on the map in the Third Schedule hereto, limited however to the natural surface and therefrom to a depth of 609.6 metres.

FIRST SCHEDULE (continued overleaf)

~~David John Gatti and Derryn Cherie Gatti both of 1655 Jarrah Road, Mundaring, as joint tenants.~~

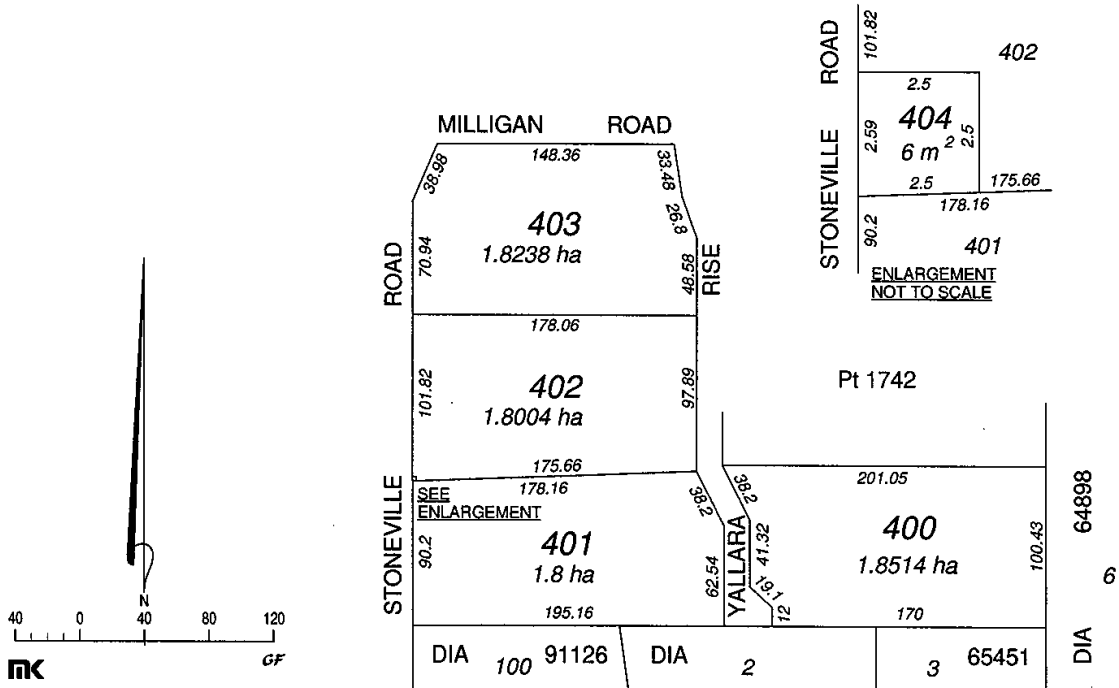


SECOND SCHEDULE (continued overleaf)

1. MORTGAGE G293714 to ~~National Australia Bank Ltd.~~ Registered 2.10.96 at 8.44 hrs. Discharged H417273 12.4.00.
2. NOTIFICATION H336628 contains factors affecting the within land. Lodged 14.1.00 at 13.40 hrs.
3. COVENANT H336629 contains a restriction. Registered 14.1.00 at 13.40 hrs.




THIRD SCHEDULE




NOTE: Entries may be affected by subsequent endorsements.

Page 1 (of 2 pages)

VOLUME FOLIO
2189 877
IN THE REGISTER

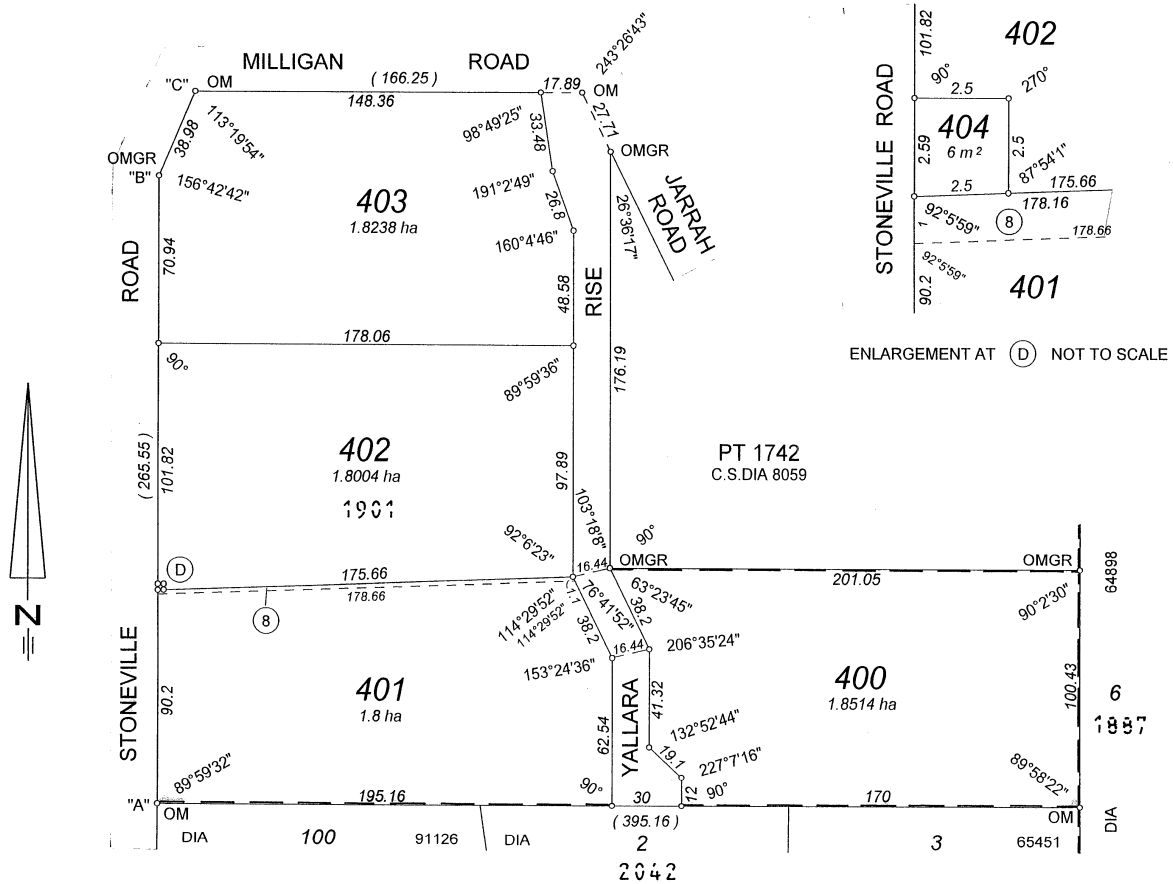
FIRST SCHEDULE (continued)	NOTE: ENTRIES MAY BE AFFECTED BY SUBSEQUENT ENDORSEMENTS				
	PARTICULARS	INSTRUMENT NATURE	NUMBER	REGISTERED TIME	SEAL & INITIAL
	Kevin James Megarity of 28 Hardey Road, Glen Forrest.	Transfer	H417274	12.4.00 8.02	

SECOND SCHEDULE (continued)	REGISTERED or LODGED	TIME	SEAL & INITIAL	CANCELLATION		REGISTERED or LODGED	SEAL & INITIAL
				NATURE	NUMBER		
Mortgage H417275 to Bank of Western Australia Ltd.	12.4.00	8.02					

LAND DESCRIPTION	ON	CERTIFICATE OF TITLE	FIELD BOOK	DIA 98820
PT SWAN LOCATION 1901	PLAN DIAGRAM C.S. 8060 INDEX BG34 (2) 31.32 BG34 (2) 32.32 PUBLIC	VOLUME 1353 FOLIO 033	80443	TOTAL AREA 7.8258 ha

LOCAL AUTHORITY : SHIRE OF MUNDARING
LOCALITY : STONEVILLE

LIMITED IN DEPTH TO 609.6 METRES



(8) EASEMENT TO ELECTRICITY CORPORATION UNDER SECTION 27A OF THE T.P. & D. ACT REGULATION 8 (UNDERGROUND ELECTRIC)

WILSON & MACKAY
LICENSED SURVEYORS
116 COPLEY ROAD
UPPER SWAN W.A. 6056
TELEPHONE - (08) 92964162

ACCESS TO STONEVILLE ROAD FROM "A" - "B"
& "B" - "C" IS RESTRICTED UNDER SECTION 129 BA
OF THE TRANSFER OF LAND ACT 1893 AS REFERRED
TO IN RESTRICTIVE COVENANT (H336629)

0 50 100

SURVEYOR'S CERTIFICATE - Reg. 54 I, <u>J. J. MACKAY</u> 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. <u>J. J. Mackay</u> 24.9.99 Licensed Surveyor Date	APPROVED BY WESTERN AUSTRALIAN PLANNING COMMISSION FILE 108345 <u>[Signature]</u> FOR CHAIRMAN DATE 3-4-2000		SCALE 1 : 2000 ALL DISTANCES ARE IN METRES
	SURVEYOR'S CERTIFICATE - Compiled I, <u>J. J. MACKAY</u> 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. Licensed Surveyor Date	EARLY ISSUE YES / NO LODGED DATE 24.9.99 FEE PAID \$388 ASSESS No 248274	TYPE OF VALIDATION FULL AUDIT LEGAL COMPONENT S. MEE DOCKET PLAN DIAGRAM 98777 CERTIFIED CORRECT <u>[Signature]</u> 10/10/99 F. S. C.



OFFICE OF TITLES
DIAGRAM

98820

LASER PRINTED D.F.T.

Diagram 98820

Lot	Certificate of Title	Lot Status	Part Lot
400	2189/875	Registered	
401	2189/876	Registered	
402	2189/877	Registered	
403	2189/878	Registered	
404	2189/879	Registered	

INSTRUCTIONS

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

NOTES

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

H 336629 RC

14 Jan, 2000 13:40:59 Perth



REG. \$ 66.00

LODGED BY

McLEOD & CO

Solicitors

ADDRESS

220-222 Stirling Highway
CLAREMONT WA 6010

PHONE No.

9383 3133

FAX No.

9385 2693

REFERENCE No.

McL/N5 11048 (11048RCO/IE/D)

ISSUING BOX No.

346K

PREPARED BY

McLEOD & CO

SOLICITORS

ADDRESS

220-222 STIRLING HIGHWAY
CLAREMONT WA 6010

PHONE No.

9383 3133

FAX No. 9385 2693

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER 1
LODGING PARTY

FEE: 33
ASSESS. No. 94814

TITLES, LEASES, DECLARATIONS ETC LODGED HERewith

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

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

EXAMINED

NE105

25/1



MORTGAGEE'S CONSENT

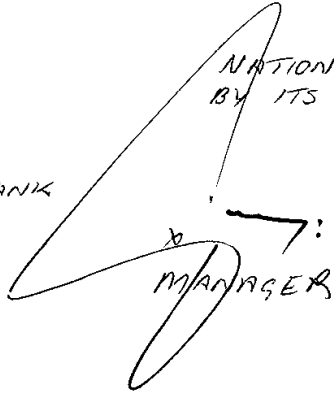
The NATIONAL AUSTRALIA BANK LIMITED (ACN 004 044 937) being the Mortgagee under Mortgage G293714 HEREBY CONSENTS to the Restrictive Covenant created by this Deed.

DATED the 29th day of NOVEMBER 1999.

EXECUTED BY NATIONAL AUSTRALIA BANK LTD
ACN 004 044 937 BY BEING SIGNED IN WESTERN
AUSTRALIA BY ITS ATTORNEY NOEL FRANCIS CASHELL
UNDER POWER OF ATTORNEY NO E 565042 (WHO DECLARES
THAT HE HOLDS THE OFFICE IN THE BANK INVOLVED
UNDER HIS SIGNATURE) IN THE PRESENCE OF:-


Karen Potter
Business Banking Officer

CLERK OF THE SAID BANK


NATIONAL AUSTRALIA BANK LTD
BY ITS ATTORNEY

MANAGER

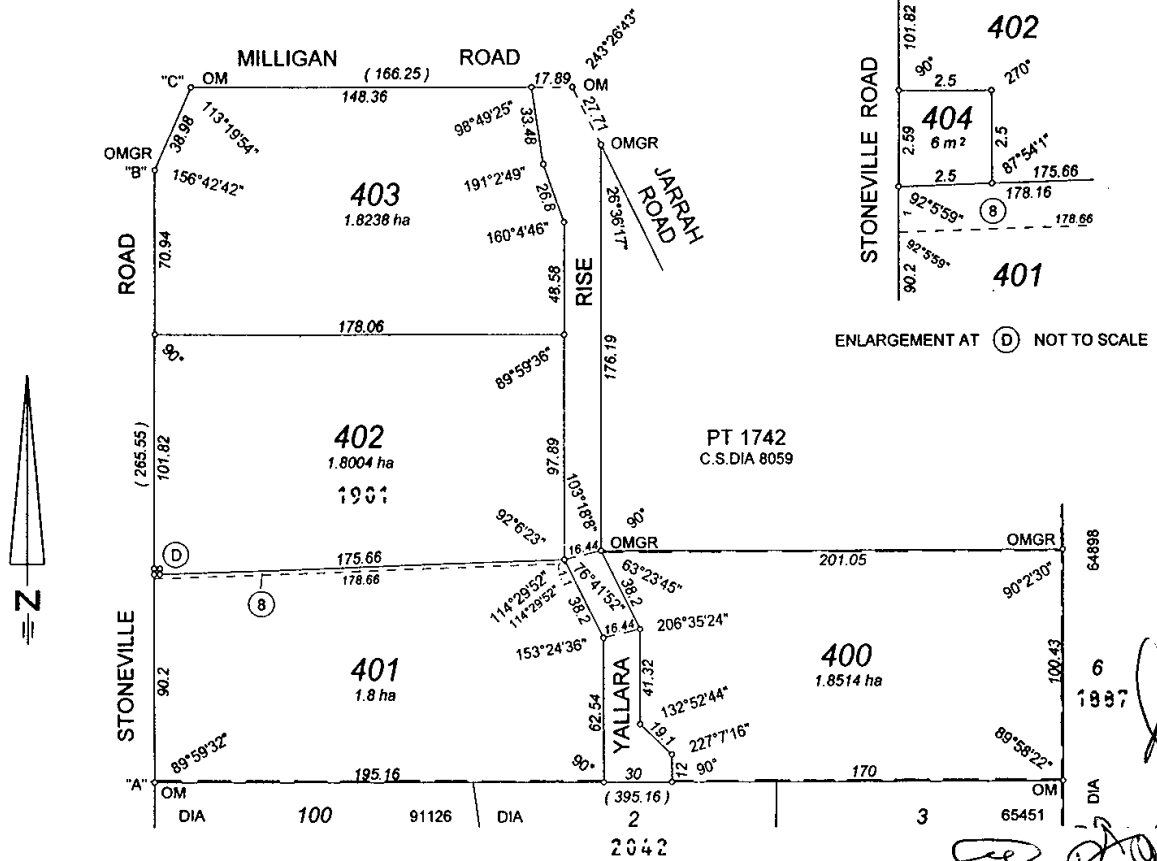
(11048RCO/1E/D)

LAND DESCRIPTION PT SWAN LOCATION 1901	ON	CERTIFICATE OF TITLE VOLUME FOLIO 1353 033	FIELD BOOK	TOTAL AREA 7.8258 ha
	PLAN			
	DIAGRAM			
	INDEX			
	PUBLIC			

LOCAL AUTHORITY: SHIRE OF MUNDARING

LIMITED IN DEPTH TO 609.6 METRES

LOCALITY: STONEVILLE



(8) EASEMENT TO ELECTRICITY CORPORATION UNDER SECTION 27A OF THE T.P. & D. ACT REGULATION 8 (UNDERGROUND ELECTRICITY)

WILSON & MACKAY
LICENSED SURVEYORS
116 COPLEY ROAD
UPPER SWAN W.A. 6056
TELEPHONE - (08) 92964162

ACCESS TO STONEVILLE ROAD FROM "A" - "B"
& "B" - "C" IS RESTRICTED UNDER SECTION 129 BA
OF THE TRANSFER OF LAND ACT 1893 AS REFERRED
TO IN RESTRICTIVE COVENANT

0 50 100

SURVEYOR'S CERTIFICATE - Reg 54

I, J. J. MACKAY, 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.

Licensed Surveyor

Date

SURVEYOR'S CERTIFICATE - Compiled

I, 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.

Licensed Surveyor

Date

APPROVED BY
WESTERN AUSTRALIAN PLANNING COMMISSION

FILE 108345

FOR CHAIRMAN

DATE

EARLY ISSUE YES / NO

LODGED

DATE

FEE PAID

ASSESS No

TYPE OF VALIDATION

FULL AUDIT

LEGAL COMPONENT

DOCKET PLANDIAGRAM

CERTIFIED CORRECT

F. S. C.

SCALE 1 : 2000

ALL DISTANCES ARE IN METRES

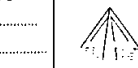
IN ORDER FOR DEALINGS

SUBJECT TO

FOR INSPECTOR OF PLANS & SURVEYS

APPROVED

INSPECTOR OF PLANS & SURVEYS



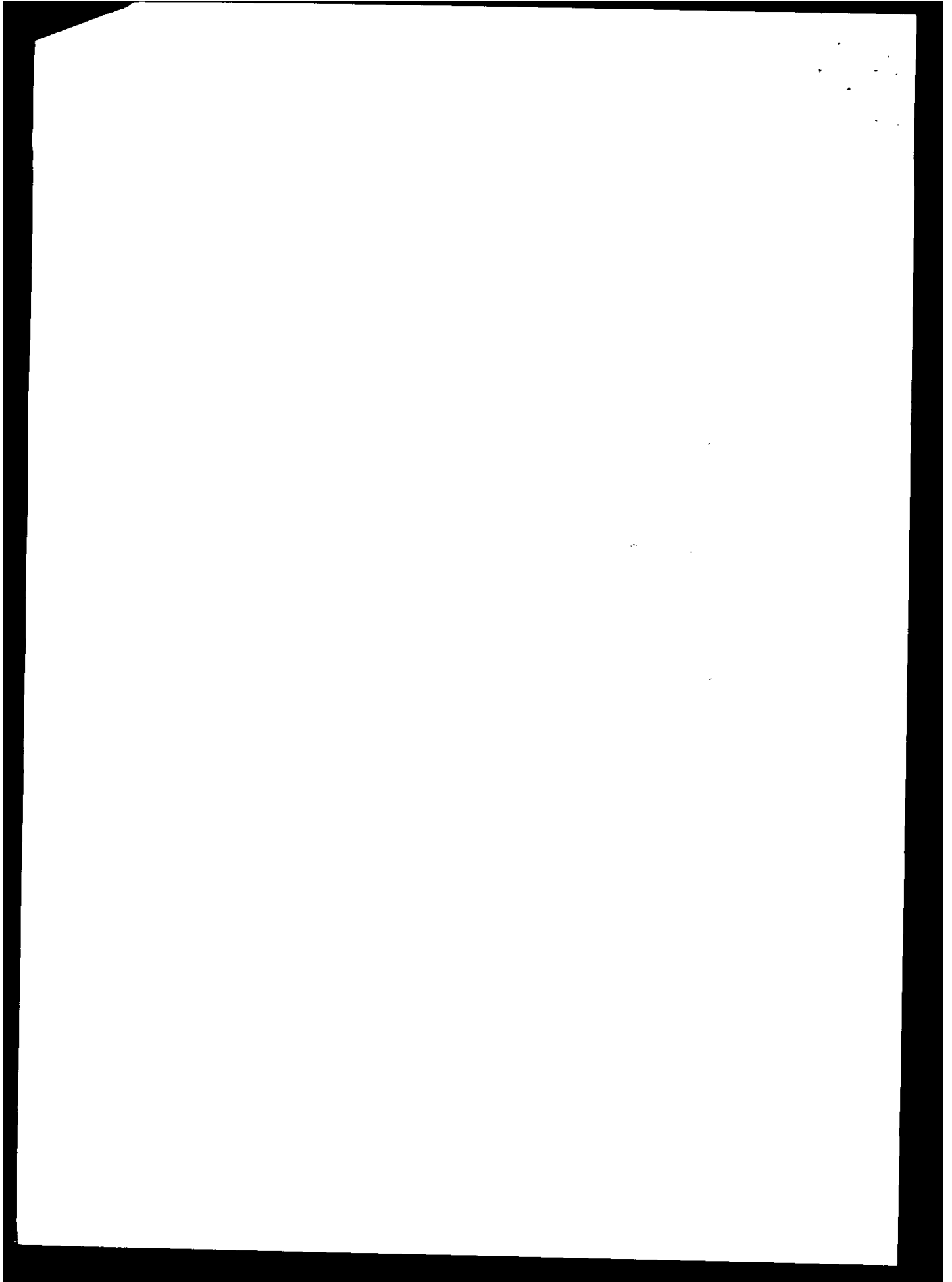
DOLA

Department of LAND ADMINISTRATION

OFFICE OF TITLES
DIAGRAM

98820

LASER PRINTED D.F.T.

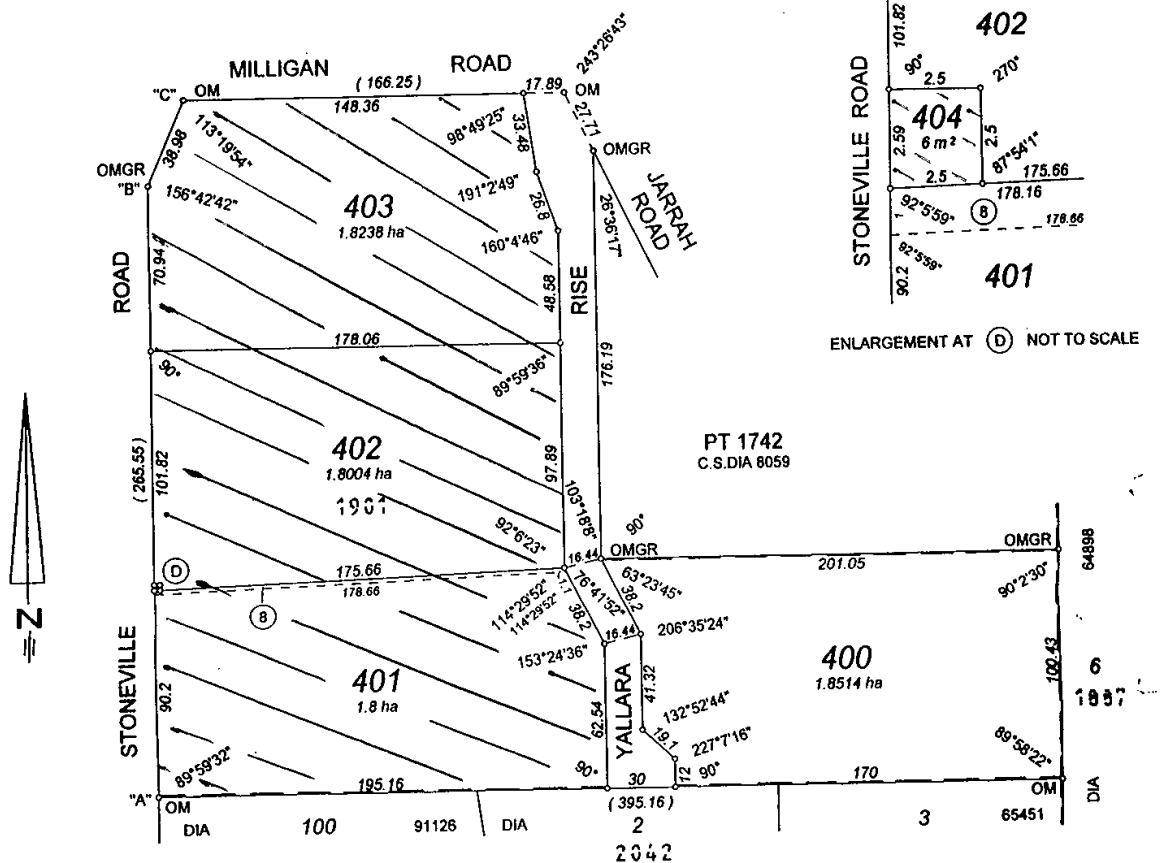


LAND DESCRIPTION	ON	CERTIFICATE OF TITLE	FIELD BOOK	2
PT SWAN LOCATION 1901	PLAN	VOLUME	FOLIO	TOTAL AREA 7.8258 ha
	DIAGRAM	1353	033	
	INDEX			
	PUBLIC			

LOCAL AUTHORITY: SHIRE OF MUNDARING

LIMITED IN DEPTH TO 609.6 METRES

LOCALITY: STONEVILLE



(8) EASEMENT TO ELECTRICITY CORPORATION UNDER SECTION 27A OF THE T.P. & D. ACT REGULATION 8 (UNDERGROUND ELECTRIC)

WILSON & MACKAY
LICENSED SURVEYORS
116 COPLEY ROAD
UPPER SWAN W.A. 6056
TELEPHONE - (08) 92964162

ACCESS TO STONEVILLE ROAD FROM "A" - "B"
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OF THE TRANSFER OF LAND ACT 1893 AS REFERRED
TO IN RESTRICTIVE COVENANT

0 50 100

SURVEYOR'S CERTIFICATE - Reg. 54

I, **I. J. MACKAY** 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.

[Signature] 17.9.99
Licensed Surveyor Date

SURVEYOR'S CERTIFICATE - Compiled

I, **I. J. MACKAY** 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.

[Signature] 17.9.99
Licensed Surveyor Date

**APPROVED BY
WESTERN AUSTRALIAN PLANNING COMMISSION**

FILE 108345

FOR CHAIRMAN

DATE

EARLY ISSUE YES / NO

LODGED

DATE

FEE PAID

ASSESS No

TYPE OF VALIDATION

FULL AUDIT

LEGAL COMPONENT

DOCKET PLAN/DIAGRAM

CERTIFIED CORRECT

F. S. C.

SCALE 1 : 2000

ALL DISTANCES ARE IN METRES

IN ORDER FOR DEALINGS

SUBJECT TO

FOR INSPECTOR OF PLANS & SURVEYS DATE

APPROVED

INSPECTOR OF PLANS & SURVEYS DATE



DOLA

Department of LAND ADMINISTRATION

**OFFICE OF TITLES
DIAGRAM**

98820

LASER PRINTED O F T

EXECUTED by the parties as a Deed.

SIGNED by the said DAVID JOHN GATTI
in the presence of:

) 
)

Witness sign: *H Cochrane*

Print name: Heather Cochrane

Address: 815 Traylen Road
Stoneville

Occupation: Receptionist

SIGNED by the said DERRYN CHERIE
GATTI in the presence of:

) 
)


Witness sign: *H Cochrane*

Print name: Heather Cochrane

Address: 815 Traylen Rd
Stoneville

Occupation: Receptionist

THE COMMON SEAL of the SHIRE OF)
MUNDARING was hereunto affixed)
in the presence of:)



PRESIDENT



CHIEF EXECUTIVE OFFICER

1985

Where a reference to a party includes more than one person the rights and obligations of those persons shall be joint and several.

Headings have been inserted for guidance only and shall be deemed not to form part of the context.

The Schedule and Annexures (if any) form part of this Deed.

SCHEDULE

ITEM 1 LAND BURDENED

~~Lot 401 on Diagram 98820 being the whole of the land comprised in Certificate of Title Volume Folio;~~

~~Lot 402 on Diagram 98820 being the whole of the land comprised in Certificate of Title Volume Folio; and~~

~~Lot 403 on Diagram 98820 being the whole of the land comprised in Certificate of Title Volume Folio;~~

2
see
letter
9/12

That part of Swan Location 1901 being the part of the land comprised in Certificate of Title Volume 1353 Folio 33 (the land) and the portions of the Land shown hatched on the sketch annexed

ITEM 2 ENCUMBRANCES

Mortgage G293714;

~~Easement created on Diagram 98820 pursuant to s.27A of the Town Planning & Development Act 1928;~~

Notification pursuant to s.70A of the Transfer of Land Act 1893, dated 13 January 2000

2
see
letter
9/12

- E. The Subdividers are required by Condition 2 of Subdivision Approval No. 108345 to restrict access from the Land Burdened to the abutting road shown on Diagram 98820 as Stoneville Road and the Subdividers enter into this Deed pursuant to Section 129BA of the Transfer of Land Act 1893 to comply with Condition 2.

OPERATIVE PART:

1. SUBDIVIDERS' COVENANTS

The Subdividers for themselves and their successors in title with the intention of binding so far as is possible the Land Burdened in the hands of whoever it may come HEREBY COVENANT with the Shire under and by virtue of the provisions of Section 129BA of the Transfer of Land Act 1893 not to use or permit the use of the Land Burdened for access from the Land Burdened to Stoneville Road between the points marked "A" and "B", and "B" and "C" shown along the western boundary of the Lots on Diagram 98820. *of the Land Burdened on the sketch annexed.*

** see
see
1/15
9/12*

2. COSTS

The Subdividers shall pay the costs of and incidental to the preparation, execution, stamping and registration of this Deed and all stamp duties and registration fees.

3. INTERPRETATION

In this Deed:

Reference to the parties includes their personal representatives, successors and lawful assigns.

S:119
EXEMPT from W.A. Stamp Duty
for Commissioner of State Revenue

BLANK INSTRUMENT FORM

RESTRICTIVE COVENANT

(Note 1)

THIS RESTRICTIVE COVENANT is made the 9 day of December 1999

BETWEEN:

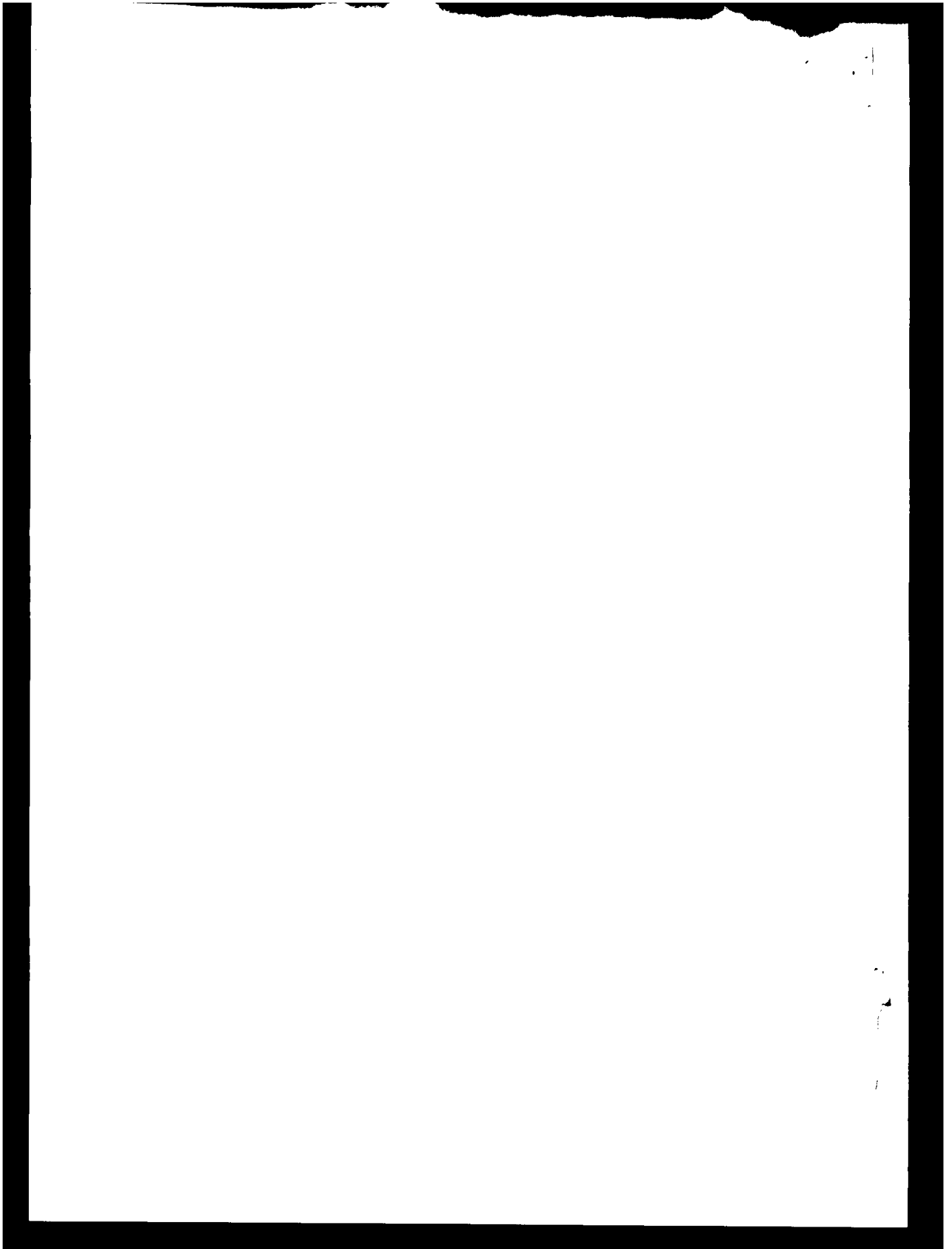
DAVID JOHN GATTI and DERRYN)
 CHERIE GATTI both formerly of Lot 14)
 Lapoinya Place, Stoneville and both now of)
 210 Lapoinya Place, Stoneville in the State of)
 Western Australia ("the Subdividers"))

AND

SHIRE OF MUNDARING of 7000 Great)
 Eastern Highway Mundaring in the said State)
 ("the Shire"))

RECITALS:

- 2
see
ref
912
- A. The Subdividers are registered as the proprietors of an estate in fee simple in land being ~~Lots 401, 402 and 403 on Diagram 98820 which Lots comprise the Land Burdened~~ portion of Swan Location 1901 being the whole of the land and the portions of the land shown hachured on sketch annexed comprised the land Burdened
- B. The Land Burdened is subject to the encumbrances noted in the Schedule hereto.
- C. The Land Burdened is situated within the district of the Shire.
- D. The Subdividers have sought and received from the Western Australian Planning Commission approval to subdivide land of which the Land Burdened forms part.





Our Ref

Your Ref

McL/N5 11048

4 February, 2000

Stopped Documents Section
Department of Land Administration
PO Box 2222
MIDLAND WA 6056

Attention: Mr Rob O'Sullivan

Dear Sir

DOCUMENT NO.S H336628-629

We refer to our letter dated 1 February 2000 and note that we omitted to enclose a cheque in payment of the production of title fee. We now enclose that cheque in the sum of \$33.00 for your attention.

Once again should you require any further action please contact J Engelhard.

Yours faithfully

Enc.

McLEOD & CO.



**BARRISTERS &
SOLICITORS**

Local Government Law
Environmental Planning Law

Stirling Law Chambers
220-222 Stirling Highway
Claremont WA 6010
Tel (08) 9383 3133
Fax (08) 9385 2693
Email: McLeodAndCo.Net.Au

Partners
Denis McLeod
Geoffrey Owen
Linda Rowley
Senior Associate
Jennifer Engelhard
Associates
Peter Wittkuhn
Craig Clarke

(11048dola2/jje/c)

MIDLAND OFFICE: 35 SPRING PARK ROAD, MIDLAND
ALL CORRESPONDENCE TO CLAREMONT OFFICE



2. In respect of document H336629, the s.129BA restrictive covenant please amend:

(a) Recital A by deleting the words

"Lots 401, 402 and 403 on Diagram 98820 which Lots comprise the Land Burdened."

and insert the words

"portion of Swan Location 1901 being the whole of the land comprised in Certificate of Title Volume 1353 Folio 033 ("the Land") and the portions of the Land shown hachured on the sketch annexed comprise the Land Burdened";

(b) the last line of clause 1 of the Operative Part by deleting the words "of the Lots on Diagram 98820" and inserting

"of the Land Burdened on the sketch annexed";

(c) Item 1 of the Schedule by deleting the land description shown and inserting

"that part of portion of Swan Location 1901 being part of the land comprised in Certificate of Title Volume 1353 Folio 033 shown hachured on the sketch annexed";

(d) Item 2 of the Schedule by deleting reference to the easement created on Diagram 98820;

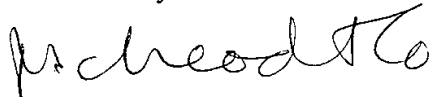
(e) by hachuring those parts of the sketch annexed to the document shown as Lots 401, 402, 403 and 404 or alternatively by inserting the enclosed sketch marked "2".

We have contacted the proprietor of the land who has undertaken to contact his bank to arrange for duplicate Certificate of Title Volume 1353 Folio 33 to be produced.

We trust the above will rectify the matter and satisfy the requisition. In the event that further information or action is required please contact J Engelhard of this firm as soon as possible.

A cheque in the sum of \$33.00 in payment of the requisition fee follows by post.

Yours faithfully



(11048dola1/js/c)



Our Ref
Your Ref

McL/N5 11048

1 February, 2000



McLEOD & CO.



**BARRISTERS &
SOLICITORS**

Local Government Law
Environmental Planning Law

Stirling Law Chambers
220-222 Stirling Highway
Claremont WA 6010
Tel (08) 9383 3133
Fax (08) 9385 2693
Email: McLeodAndCo.Net.Au

Partners
Denis McLeod
Geoffrey Owen
Linda Rowley
Senior Associate
Jennifer Engelhard
Associates
Peter Wittkuhn
Craig Clarke

Stopped Documents Section
Department of Land Administration
PO Box 2222
MIDLAND WA 6056

Attention: Mr Rob O'Sullivan

Dear Sir

DOCUMENT NO.S H336628-629

We refer to your requisition notice dated 28 January 2000 in respect of the above documents and also to the conversations by telephone between Mr S Crowe of the Department of Land Administration and J Engelhard of this firm.

We are the solicitors who prepared and lodged the above documents and we are authorised to request and hereby request that the Registrar use his power under the Act to amend the documents in the following manner:

1. In respect of document H336628, the s.70A Notification please delete from the description of land in Box 1 the words:

"... as:

Lot 400

Lot 401

Lot 402

Lot 403

all on Diagram 98820 and a copy of which is annexed hereto"

and insert the words

"hachured on the sketch annexed hereto".

Please also insert the enclosed sketch marked "1" in place of the existing sketch or alternatively hachure the lots shown on the existing sketch as Lots 400, 401, 402 and 403.

MIDLAND OFFICE: 35 SPRING PARK ROAD, MIDLAND
ALL CORRESPONDENCE TO CLAREMONT OFFICE

**PREVIOUSLY
TRANSMITTED
BY FACSIMILE**

*Account of letter for book
Rob O'Sullivan
18-2-00*

INSTRUCTIONS

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

NOTES

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

OFFICE USE ONLY

H 336628 NR

14 Jan, 2000 13:40:59 Perth



REG. \$ 66.00

LODGED BY

McLEOD & CO
Solicitors

ADDRESS

220-222 Stirling Highway
CLAREMONT WA 6010

PHONE No.

9383 3133

FEE: 35

FAX No.

9385 2693

ASSESS. No.

94745

REFERENCE No.

McL/N5 11048 (11048s70/je/d)

ISSUING BOX No.

346K

PREPARED BY

McLEOD & CO
SOLICITORS

ADDRESS

220-222 STIRLING HIGHWAY
CLAREMONT WA 6010

PHONE No.

9383 3133

FAX No.

9385 2693

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

TITLES, LEASES, DECLARATIONS ETC LODGED HERewith

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

Received Items

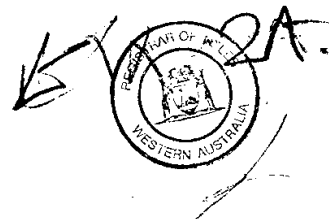
Nos.

Receiving Clerk

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

EXAMINED

As to portion only /
NE 103
As to portion only
Lots 1101-1104 on
Diagram 98820



NOTIFICATION UNDER SECTION 70A

THE LOCAL GOVERNMENT SIGN HERE

THE COMMON SEAL of the SHIRE OF)
MUNDARING was hereunto affixed)
in the presence of:)


PRESIDENT

1989


CHIEF EXECUTIVE OFFICER

THE REGISTERED PROPRIETOR SIGNS HERE

SIGNED by the said DAVID JOHN)
GATTI in the presence of:)



Witness sign: 

Witness name: Heather Jean Cochrane

Address: 815 Traylen Road
Stoneville 6081

Occupation: Receptionist

SIGNED by the said DERRYN CHERIE)
GATTI in the presence of:)

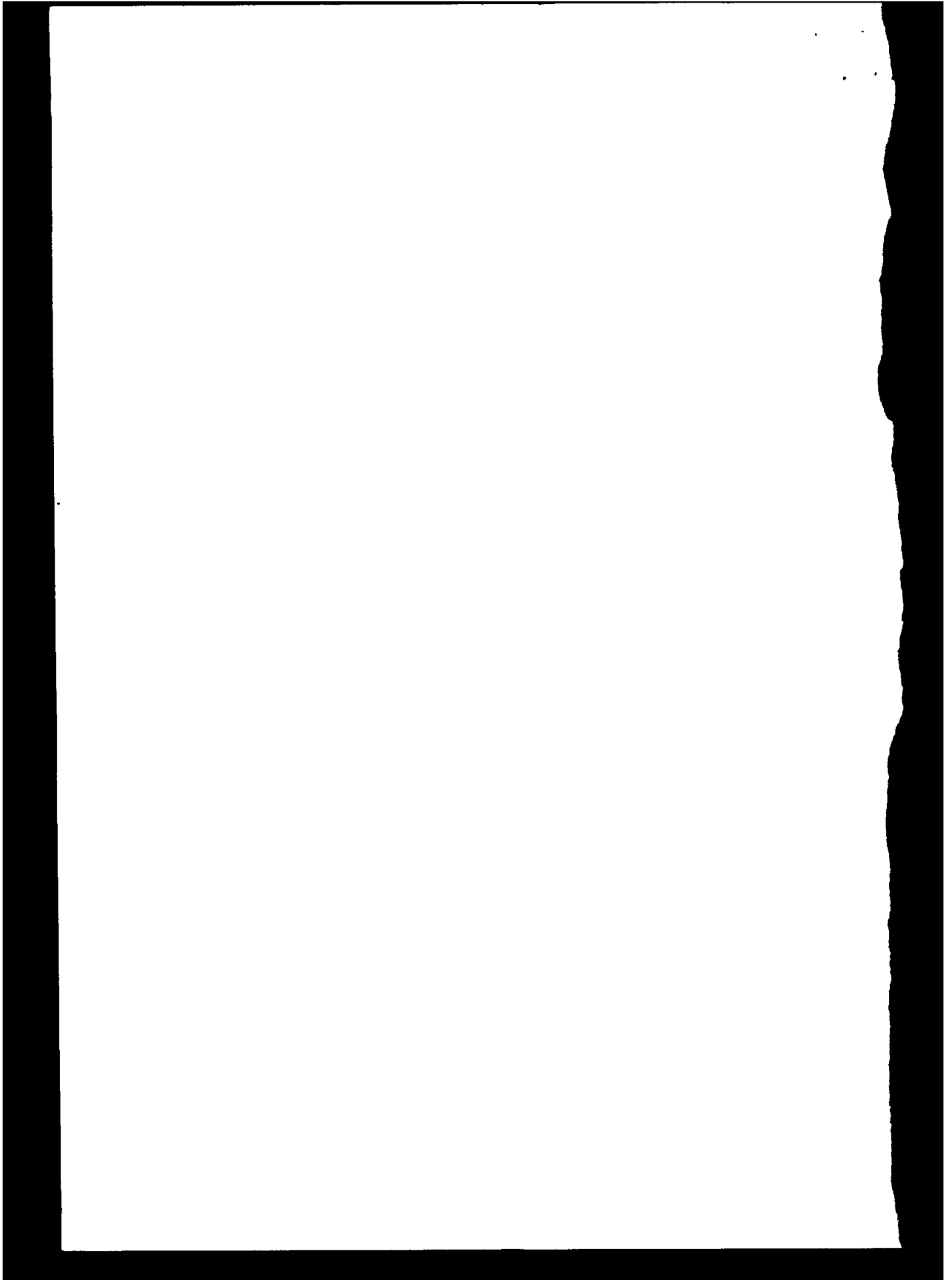


Witness sign: 

Witness name: Heather Jean Cochrane

Address: 815 Traylen Road
Stoneville 6081

Occupation: Receptionist

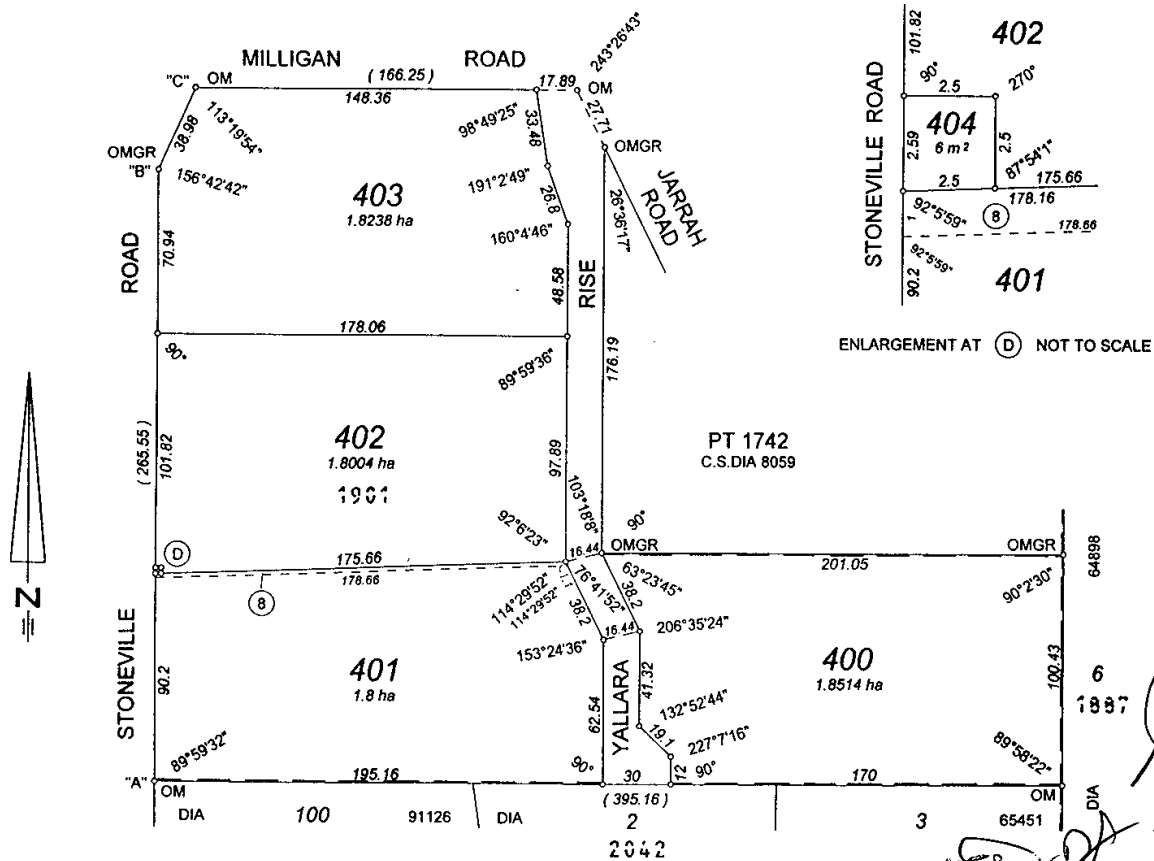


LAND DESCRIPTION	ON	CERTIFICATE OF TITLE		FIELD BOOK	TOTAL AREA
		VOLUME	FOLIO		
PT SWAN LOCATION 1901	PLAN C.S. 8060 DIAGRAM BG34 (2) 31.32 INDEX BG34 (2) 32.32 PUBLIC	1353	033		7.8258 ha

LOCAL AUTHORITY: SHIRE OF MUNDARING

LOCALITY: STONEVILLE

LIMITED IN DEPTH TO 609.6 METRES



(8) EASEMENT TO ELECTRICITY CORPORATION UNDER SECTION 27A OF THE T.P. & D. ACT REGULATION 8 (UNDERGROUND ELECTRIC)

WILSON & MACKAY
LICENSED SURVEYORS
116 COPLEY ROAD
UPPER SWAN W.A. 6056
TELEPHONE - (08) 92964162

ACCESS TO STONEVILLE ROAD FROM "A" - "B"
& "B" - "C" IS RESTRICTED UNDER SECTION 129 BA
OF THE TRANSFER OF LAND ACT 1893 AS REFERRED
TO IN RESTRICTIVE COVENANT

0 50 100

SURVEYOR'S CERTIFICATE - Reg. 54
I, J. MACKAY, hereby certify that this plan is a correct representation of the survey and / or calculations from measurements recorded in a field book lodged for the purposes of this survey and that it complies with the relevant written law (s) in relation to which it is lodged.
Date 17.2.22
J. Mackay
Licensed Surveyor

SURVEYOR'S CERTIFICATE - Compiled
I, J. MACKAY, hereby certify that this compiled plan is a correct and accurate representation of the survey (s) of the subject land; and is in accordance with the relevant law in relation to which it is lodged.
Date
J. Mackay
Licensed Surveyor

APPROVED BY
WESTERN AUSTRALIAN PLANNING COMMISSION
FILE 108345
FOR CHAIRMAN
DATE
EARLY ISSUE YES/NO
LODGED
DATE
FEE PAID
ASSESS No

TYPE OF VALIDATION
FULL AUDIT
LEGAL COMPONENT
DOCKET PLAN/DIAGRAM
CERTIFIED CORRECT
F. S. C.

SCALE 1 : 2000

ALL DISTANCES ARE IN METRES

IN ORDER FOR DEALINGS

SUBJECT TO

FOR INSPECTOR OF PLANS & SURVEYS DATE

APPROVED

INSPECTOR OF PLANS & SURVEYS DATE



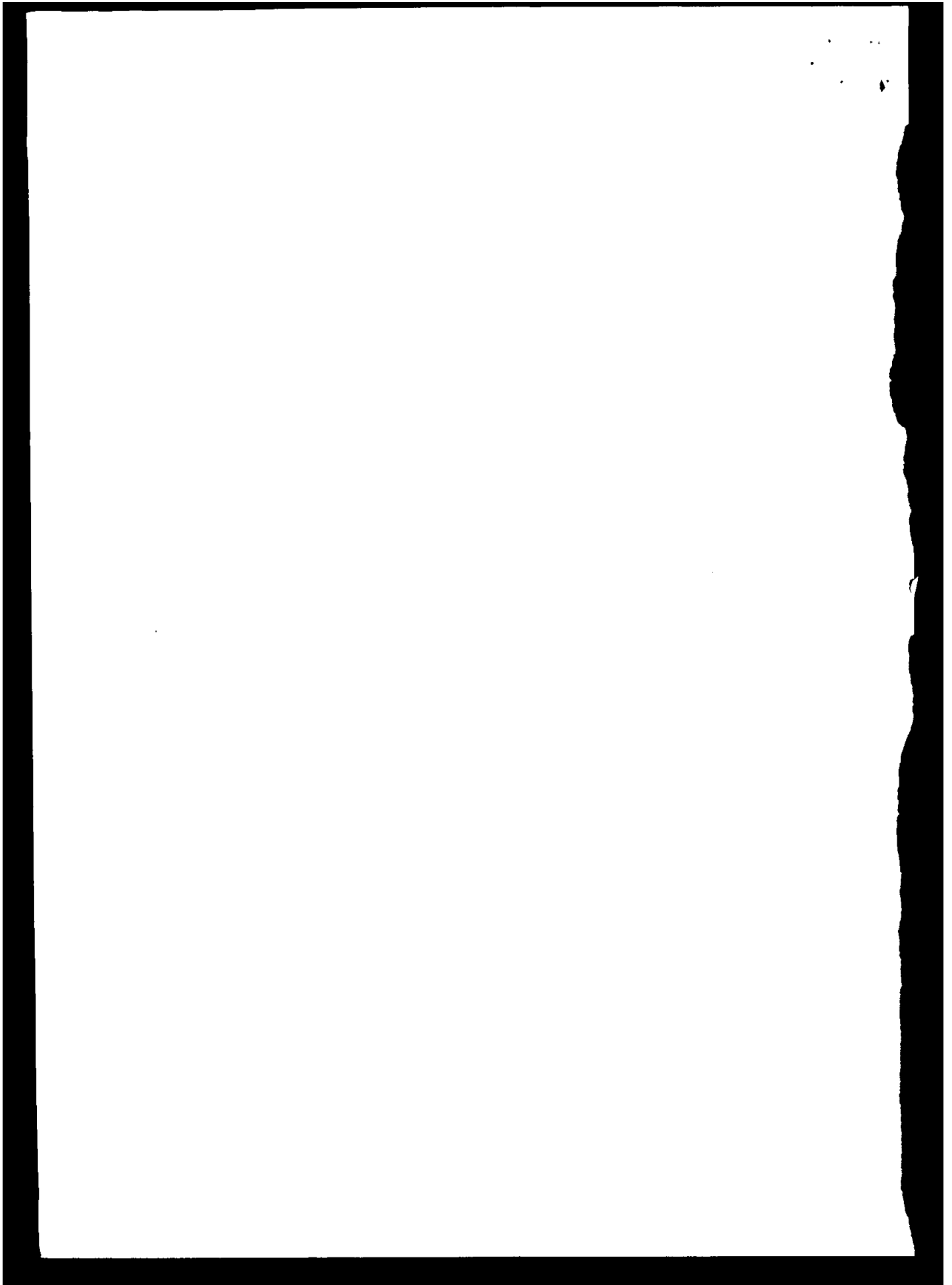
DOLA

Department of LAND ADMINISTRATION

OFFICE OF TITLES
DIAGRAM

98820

LASER PRINTED D.F.T.

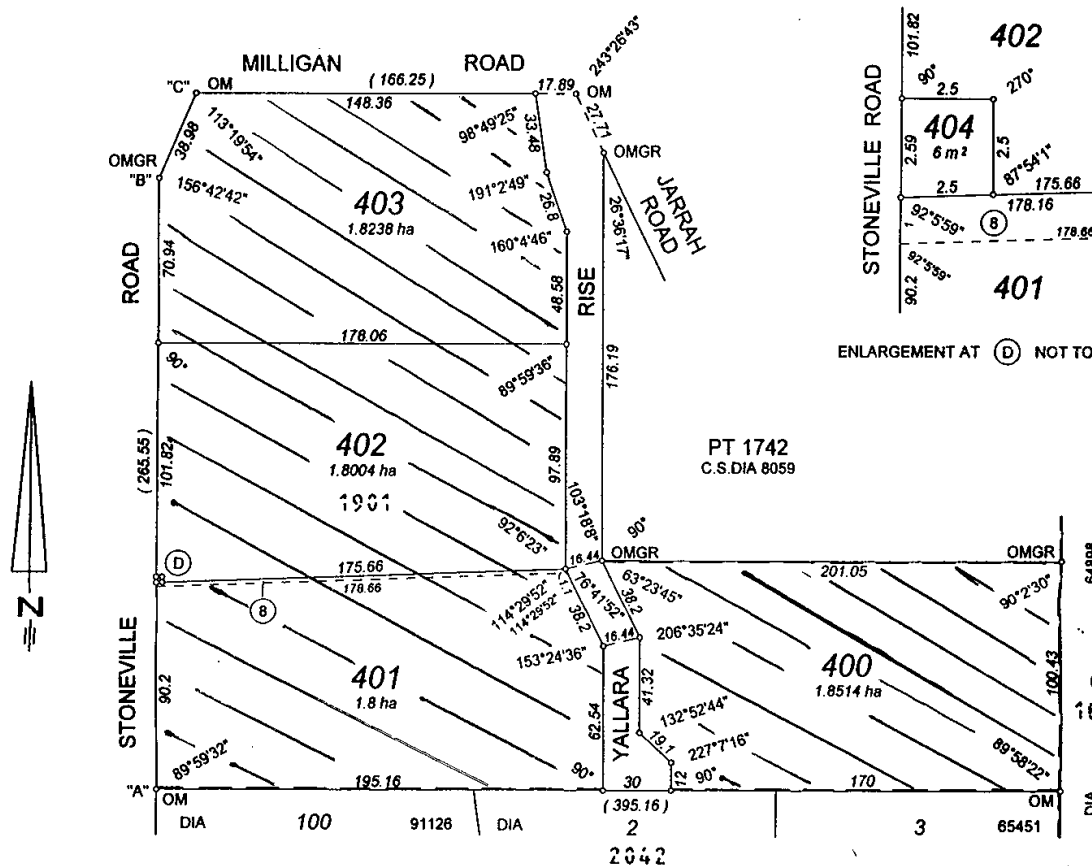


LAND DESCRIPTION	ON	CERTIFICATE OF TITLE		FIELD BOOK	1
PT SWAN LOCATION 1901	PLAN	VOLUME FOLIO			
	DIAGRAM	C.S. 8060			
		BG34 (2) 31.32	1353	033	
	INDEX	BG34 (2) 32.32			
	PUBLIC				
				TOTAL AREA	7.8258 ha

LOCAL AUTHORITY: SHIRE OF MUNDARING

LIMITED IN DEPTH TO 609.6 METRES

LOCALITY: STONEVILLE



⑧ EASEMENT TO ELECTRICITY CORPORATION UNDER SECTION 27A OF THE T.P. & D. ACT REGULATION 8 (UNDERGROUND ELECTRIC)

WILSON & MACKAY
LICENSED SURVEYORS
116 COPLEY ROAD
UPPER SWAN W.A. 6056
TELEPHONE - (08) 92964162

ACCESS TO STONEVILLE ROAD FROM "A" - "B"
& "B" - "C" IS RESTRICTED UNDER SECTION 129 BA
OF THE TRANSFER OF LAND ACT 1893 AS REFERRED
TO IN RESTRICTIVE COVENANT

0 50 100

SURVEYOR'S CERTIFICATE - Reg. 54
I, **I. J. MACKAY**, 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 (a) in relation to which it is lodged.
Date: 17.9.02
Licensed Surveyor

SURVEYOR'S CERTIFICATE - Compiled
I, **I. J. MACKAY**, hereby certify that this compiled plan
(a) is a correct and accurate representation of the survey (a) of the subject land; and
(b) is in accordance with the relevant law in relation to which it is lodged.
Date: 17.9.02
Licensed Surveyor

APPROVED BY
WESTERN AUSTRALIAN PLANNING COMMISSION
FILE: 108345

FOR CHAIRMAN

DATE

EARLY ISSUE - YES / NO

LODGED

DATE

FEE PAID

ASSESS No

TYPE OF VALIDATION

FULL AUDIT

LEGAL COMPONENT

DOCKET PLAN/DIAGRAM

CERTIFIED CORRECT

F. S. C.

SCALE 1 : 2000

ALL DISTANCES ARE IN METRES

IN ORDER FOR DEALINGS

SUBJECT TO

FOR INSPECTOR OF PLANS & SURVEYS DATE

APPROVED

INSPECTOR OF PLANS & SURVEYS DATE



Department of LAND ADMINISTRATION

OFFICE OF TITLES
DIAGRAM

98820

LASER PRINTED DFT

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.

NOTIFICATION

LODGED BY

ADDRESS

PHONE No.

FAX No.

REFERENCE No.

ISSUING BOX No.

PREPARED BY

ADDRESS

PHONE No.

FAX No.

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.

EXAMINED

FORM N1.

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED.

NOTIFICATION UNDER SECTION 70A

DESCRIPTION OF LAND (Note 1)

EXTENT VOLUME FOLIO

Those parts of portion of Swan Location 1901 shown as:

Part 1353 033

~~Lot 400~~

~~Lot 401~~

~~Lot 402~~

~~Lot 403~~

hachured on the sketch marked (1)
all on Diagram 98820 and a copy of which is annexed hereto

REGISTERED PROPRIETOR (Note 2)

DAVID JOHN GATTI and DERRYN CHERIE GATTI both formerly of Lot 14 Lapoinya Place, Stoneville and both now of 210 Lapoinya Place, Stoneville.

LOCAL GOVERNMENT/PUBLIC AUTHORITY (Note 3)

SHIRE OF MUNDARING of 7000 Great Eastern Highway, Mundaring
FACTOR AFFECTING USE OR ENJOYMENT OF LAND (Note 4)

registered proprietors and prospective registered proprietors of the above described land are notified that the use of the land is affected by the requirement to locate on-site effluent disposal systems only within the areas noted on Local Subdivision and Infrastructure Plan 202 as being suitable for such disposal systems. Information in regard to Local Subdivision and Infrastructure Plan 202 is available from the offices of the Shire.

Dated this

13

day of

January

Year 2000

LOCAL GOVERNMENT/PUBLIC AUTHORITY ATTESTATION (Note 5)

REGISTERED PROPRIETOR/S SIGN HERE (Note 6)

Signed

In the
presence of

Signed

In the
presence of

For execution - see page 2

For execution - see page 2

File Copy Do not DestroyStopped Document Disposal Instructions

Fees to be Refunded \$
Form 10 No.
Date
To
Address.....
Parties
Reference
Document numbers
Computer records adjusted WDR/MTF/DPA/BKC
Doc's to be rejected
Docs to be withdrawn
Doc's for Registration ✓
Authorised by JW 9/2

Examiner's notes

PEN & CEQ checked. NO productions or followers as of 2pm on 25.1.00.

referred D. Gray. 9/2.

File Copy Do Not Destroy**Stopped Case 336628**

Original Cs/T:
1353/33

Notice Sent

25.1.00

Action

State & Lemmy Englehart is aware of problem & will arrange amendment of Land Descriptions etc for A/Money 31/1/00.

Examination Instructions

Allocate New C/T

Complete Nom. Index

Pass to 2A

Other

Group 2

Examiner: **Roger**

Supervisor: **K Hudson**



Requisition Notice

Document Nos: H336628-629

Section 192 of the Transfer of Land Act

Your Ref: McL/N5 11048 (D & D Gatti)

First and Final

Date: **28 JAN 2000**

Lodging Party

Other Parties Contacted

McLeod & Co

REGISTRATION OF THE ABOVE DOCUMENTS CANNOT BE EFFECTED UNTIL ALL REQUISITIONS LISTED BELOW ARE COMPLIED WITH AND FEE PAYABLE IS RECEIVED.
A TIME LIMIT OF 14 DAYS APPLIES FROM THE DATE STATED ABOVE.

- Unless these items are satisfied, the documents will be rejected and one half the registration fee forfeited
- Documents may be withdrawn from registration for which a fee will be retained. The balance of the fees will be refunded.
- Requisitions must be attended to by personal attendance to the Stopped Documents Section, Midland Square or by correspondence.
- Correspondence by representatives of parties to documents **must** state the capacity in which they act and confirm that they are duly authorised to do so. Amendment by letter is at the discretion of the Registrar of Titles.

Requisitions

Doc.No

628

&

629

1. As no application for new titles the subject of Diagram 98820 has been registered, the land descriptions should refer to the *existing land*, with reference to specific Lots noted as those hatchured or stippled and shown as Lots ... on the attached sketch, or words to that effect.

Req. Fee
\$33.00

2. Duplicate certificate of title Vol. 1353 Fol. 33 must be produced.
(Refer to para. 7.155 of the Registration Practice Manual.)

Requisition Sub Total \$
Additional Fee \$
TOTAL FEE Payable \$ 33

Ian Hyde

Registrar of Titles

Land Titles Division

All Enquiries to the STOPPED DOCUMENTS Section, Midland Square, Midland

Telephone (08) 9273 7337 Fax (08) 9273 7658, Postal Address: P O Box 2222, Midland, Western Australia 6936: DX88
Cheques or money orders to be made payable to the Registrar of Titles.

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.

J215872 NR

16 Mar 2005 11:16:45 Perth



REG \$ 79.00

NOTIFICATION

LODGED BY McLeods

ADDRESS 220 - 222 Stirling Highway
CLAREMONT WA 6010

PHONE No. 9383 3133

FAX No. 9383 4935

REFERENCE No. M29 18444 (18444-05.03.14-TF-Not)

ISSUING BOX No. 346K

PREPARED BY McLeods

ADDRESS 220 - 222 Stirling Highway
CLAREMONT WA 6010

PHONE No. 9383 3133 FAX No. 9383 4935

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

TITLES, LEASES, DECLARATIONS ETC. LODGED HERewith

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

Received Items
Nos. _____

Receiving Clerk _____

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



EXAMINED

NOTIFICATION UNDER SECTION 70A

SIGNED by the said ANDREW
LOBB in the presence of:



Witness sign:



Witness name:

Trudi Dione Firth

Address:

1 Duffield Rd
Glen Forrest 6071

Occupation:

Article Clerk

SIGNED by the said JUDITH HEATHER
LOBB in the presence of:



Witness sign:



Witness name:

ANNEMARIE ALEXANDER

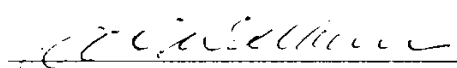
Address:

2, CRO ROAD
KELMSCOTT

Occupation:

REGISTERED NURSE

THE COMMON SEAL of SHIRE OF)
MUNDARING was hereunto affixed)
by authority of Council:)


CHIEF EXECUTIVE OFFICER
(OR HIS DELEGATE)


AUTHORISED OFFICER

2786



NOTIFICATION UNDER SECTION 70A

DESCRIPTION OF LAND (Note 1)

DESCRIPTION OF LAND (Note 1)	EXTENT	VOLUME	FOLIO
Lot 402 on Diagram 98820	Whole	2189	877

REGISTERED PROPRIETOR (Note 2)

ANDREW LOBB and JUDITH HEATHER LOBB both of 3 Yarrunga Close, Jane Brook.

LOCAL GOVERNMENT / PUBLIC AUTHORITY (Note 3)

SHIRE OF MUNDARING of 7000 Great Eastern Highway, Mundaring.

FACTOR AFFECTING USE OR ENJOYMENT OF LAND (Note 4)

Registered proprietors and prospective purchasers of the land described above are notified that the use of the land is subject to a condition of planning approval dated 2 March 2005 which restricts occupation of the ancillary accommodation and the main dwelling to members of the same family. Non-compliance with the condition will render the registered proprietor and/or the occupier of the land liable to prosecution. Further information is available from the offices of the Shire of Mundaring.

Dated this

15th

day of

March

Year

2005

LOCAL GOVERNMENT / PUBLIC AUTHORITY ATTESTATION (Note 5) REGISTERED PROPRIETOR/S SIGN HERE (Note 6)

For Execution see Page 3

For Execution see Page 3