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

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

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

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

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

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

SCHEDULE

The **Property** at:
Address 49 Merida Loop
Suburb Port Kennedy State WA Postcode 6172
Lot 654 Deposited/Survey/Strata/Diagram/Plan DP34697 Whole / ~~Part~~ Vol 2537 Folio 226
A **deposit** of $ of which $ 0 is paid now and $ to be paid within 7 days of acceptance
to be held by First National Real Estate Genesis
("the Deposit Holder"). The balance of the Purchase Price to be paid on the Settlement Date.

Purchase Price
Settlement Date
Property Chattels including All fixed floor coverings, light fittings, window treatments and all pool equipment as inspected and where applicable.

GST WITHHOLDING

1. Is this Contract concerning the taxable supply of new residential premises or potential residential land as defined in the GST Act? ☐ YES ☑ NO
2. If NO is ticked or no box is ticked (in which case the answer is deemed to be NO), then the Buyer is not required to make a payment under section 14-250 of the Taxation Administration Act 1953 (Cth).
3. If YES is ticked, then the 'GST Withholding Annexure' should be attached to this Contract.

FINANCE CLAUSE IS APPLICABLE

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

FINANCE CLAUSE IS NOT APPLICABLE

Signature of the Buyer if Finance Clause IS NOT applicable

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

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CONDITIONS

1. SUBJECT TO FINANCE

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

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

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

(a) The Buyer must:
  (1) immediately after the Contract Date make a Finance Application to a Lender or a Mortgage Broker using, if required by the Lender, the Property as security; and
  (2) use all best endeavours in good faith to obtain Finance Approval.

(b) If the Buyer does not comply with Clause 1.1(a) or 1.1(c)(1) then the Contract will not come to an end pursuant to clause 1.2 and the Buyer may not terminate the Contract under Clause 1.3. The rights of the Seller under this Clause 1.1 will not be affected if the Buyer does not comply with Clause 1.1.

(c) The Buyer must immediately give to the Seller or Seller Agent:
  (1) an Approval Notice if the Buyer obtains Finance Approval; or
  (2) a Non Approval Notice if the Finance Application is rejected;

at any time while the Contract is in force and effect.

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

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

(a) the Finance Application has been rejected; or

(b) a Non Approval Notice, is given to the Seller or Seller Agent.

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

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

(a) an Approval Notice; or

(b) a Non Approval Notice;

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

1.4 Finance Approval: Approval Notice Given

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

(a) Finance Approval has been obtained; or

(b) an Approval Notice has been given to the Seller or Seller Agent;

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

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

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

1.6 Buyer Must Keep Seller Informed: Evidence

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

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

1.7 Right To Terminate

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

(a) termination must be effected by written Notice to the other Party;

(b) Clauses 23 and 24 of the 2022 General Conditions do not apply to the right to terminate;

(c) upon termination the Deposit and any other monies paid by the Buyer must be repaid to the Buyer;

(d) upon termination neither Party will have any action or claim against the other for breach of this Contract, except for a breach of Clause 1.1 by the Buyer.

1.8 Waiver

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

1.9 Definitions

In this Clause:

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

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

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

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

(a) to a Lender to lend any monies payable under the Contract: or

(b) to a Mortgage Broker to facilitate an application to a Lender.

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

(a) for the Amount of Loan;

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

Latest Time means:

(a) the time and date referred to in the Schedule; or

(b) if no date is nominated in the Schedule, then 4pm on the day falling 15 Business Days after the Contract Date.

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

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

Non Approval Notice means:

(a) advice in writing given by the Buyer or a Lender to the Seller, or Seller Agent to the effect that the Finance Application has been rejected or Finance Approval has not been obtained; or

(b) advice in writing from a Mortgage Broker to the Seller or Seller Agent to the effect that:
  (1) (i) they have made inquiries about the Buyer's requirements and objectives under this Contract;
    (ii) they have conducted a "preliminary assessment" pursuant to sections 116 and 117 of the Credit Protection Act of the suitability of the credit contract proposed for the Buyer arising from the Finance Application; and
    (iii) they have assessed that proposed credit contract as being unsuitable for the Buyer; or
  (2) the Finance Application to a Lender has been rejected.

2. Acceptance of an offer by one Party to the other Party will be sufficiently communicated by the accepting Party to the other Party if verbal or written notification is given by the accepting Party or their Representative or Real Estate Agent that the accepting Party has signed the Contract.
3. The 2022 General Conditions together with the Annexure of Changes to the 2022 General Conditions Caused by changes to the transfer of Land Act 1893 are incorporated into this Contract so far as they are not varied by or inconsistent with the Conditions or Special Conditions of this Contract.
4. The parties consent to the information in this Contract being used/disclosed by REIWA and the Seller Agent in accordance with the privacy collection notices pursuant to the Australian Privacy Principles that appear on the REIWA and Seller Agent's websites.

SPECIAL CONDITIONS

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

2. The buyer is aware that the ignition to the gas stovetop is not operation.

3. The buyer acknowledges that they have received a copy of the Development WA site plan relating to the proposed development of adjoining Lots 4 and Lot 17 Port Kennedy Drive, Port Kennedy.

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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 Patricia Elizabeth Bellaby
Address 49 Merida Loop
Suburb Port Kennedy State WA Postcode 6172

Name Stephen James Bellaby
Address 49 Merida Loop
Suburb Port Kennedy State WA Postcode 6172

EMAIL: The Seller consents to Notices being served at:

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

Signature	Date	Signature	Date
Signature	Date	Signature	Date

RECEIPT OF DOCUMENTS
The Buyer acknowledges receipt of the following documents:
1. This offer and acceptance
2. Strata disclosure & attachments (if strata)
3. 2022 General Conditions
4. Certificate of Title
5. Annexure of changes to General Conditions (form 198)

Signature Signature

RECEIPT OF DOCUMENTS
The Seller acknowledges receipt of the following documents:
1. This offer and acceptance
2. 2022 General Conditions
3. Annexure of changes to General Conditions (form 198)

Signature Signature

CONVEYANCER (Legal Practitioner/Settlement Agent)
The Parties appoint their Representative below to act on their behalf and consent to Notices being served on that Representative's email address.

	BUYER'S REPRESENTATIVE	SELLER'S REPRESENTATIVE
Name		
Signature		

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

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

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

Buyer

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Seller

Signature _____

Name Patricia Elizabeth Bellaby

Date _____

Signature _____

Name Stephen James Bellaby

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

49 Merida Loop, Port Kennedy WA 6172

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BUYER SIGNATURE	BUYER SIGNATURE	SELLER SIGNATURE	SELLER SIGNATURE

BUYER SIGNATURE	BUYER SIGNATURE	SELLER SIGNATURE	SELLER SIGNATURE

AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR TIMBER PESTS

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ANNEXURE B

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

49 Merida Loop, Port Kennedy WA 6172

1. The Buyer may at their expense obtain a non-invasive written Report on any Timber Pest Activity or Damage of the residential building and of the following described areas Located upon the Property ("**Building**"). If nothing is completed in the blank space then the Building will be the residential Building only.

   This Annexure does not apply to: (a) any Activity or Damage outside the Building; (b) any comments in the Report about conditions conducive to or susceptibility to Timber Pests; or (c) recommendations for further investigations.

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

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

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

9.1 "Activity" means evidence of the presence of current Timber Pests.

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

9.3 "Consultant" means an independent inspector qualified and experienced in undertaking, pre-purchase property inspections pursuant to the Standard and Eradication.

9.4 "Damage" means evidence of damage caused by Timber Pests to the Building.

9.5 "Date" means the date inserted or calculated in clause 2. If no date is inserted in clause 2 then the Date will be Five (5) Business Days from the later of: (i) the Contract Date; or (ii) the Latest Time for Finance Approval (if any).

9.6 "Eradicate" and "Eradication" mean the treatment necessary to eradicate Activity affecting the Building.

9.7 "Repair" means the Work necessary to repair any Damage.

9.8 "Report" means a report performed in accordance with the Standard by a Consultant at the Property.

9.9 "Standard" means Australian Standard AS 4349.3-2010 (as amended from time to time) Inspection of buildings Timber Pest Inspections.

9.10 "Timber Pests" means subterranean and dampwood termites, borers of seasoned timber and wood decay fungi as defined in the Standard.

9.11 "Timber Pest Notice" means a Notice in writing from the Buyer to the Seller to provide the Seller with the opportunity to agree to Eradicate and/or Repair that the Buyer requires pursuant to the Report.

9.12 "Work" means the work required to Repair pursuant to the Timber Pest Notice.

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

BUYER SIGNATURE	BUYER SIGNATURE	SELLER SIGNATURE	SELLER SIGNATURE

BUYER SIGNATURE	BUYER SIGNATURE	SELLER SIGNATURE	SELLER SIGNATURE

WESTERN AUSTRALIA

TITLE NUMBER	
Volume	Folio
2537	**226**

RECORD OF CERTIFICATE OF TITLE

UNDER THE TRANSFER OF LAND ACT 1893

The person described in the first schedule is the registered proprietor of an estate in fee simple in the land described below subject to the reservations, conditions and depth limit contained in the original grant (if a grant issued) and to the limitations, interests, encumbrances and notifications shown in the second schedule.

BGRoberts

REGISTRAR OF TITLES

REGISTRAR OF TITLES WESTERN AUSTRALIA

LAND DESCRIPTION:

LOT 654 ON DEPOSITED PLAN 34697

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

STEPHEN JAMES BELLABY
PATRICIA ELIZABETH BELLABY
BOTH OF 49 MERIDA LOOP, PORT KENNEDY
AS JOINT TENANTS

(T L703257) REGISTERED 9/8/2011

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

1. I447827 MEMORIAL. TOWN PLANNING AND DEVELOPMENT ACT 1928. REGISTERED 14/4/2003.
2. RESTRICTIVE COVENANT BENEFIT - SEE DEPOSITED PLAN 34697 AND INSTRUMENT I447828.
3. RESTRICTIVE COVENANT BURDEN - SEE DEPOSITED PLAN 34697 AND INSTRUMENT I447828.
4. Q789434 MORTGAGE TO AUSTRALIA & NEW ZEALAND BANKING GROUP LTD REGISTERED 10/3/2026.

Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required. Lot as described in the land description may be a lot or location.

----------END OF CERTIFICATE OF TITLE----------

STATEMENTS:

The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice.

SKETCH OF LAND:	DP34697
PREVIOUS TITLE:	2536-177
PROPERTY STREET ADDRESS:	49 MERIDA LOOP, PORT KENNEDY.
LOCAL GOVERNMENT AUTHORITY:	CITY OF ROCKINGHAM

LANDGATE COPY OF ORIGINAL NOT TO SCALE 22/07/2026 12:00 PM Request number: 70146283

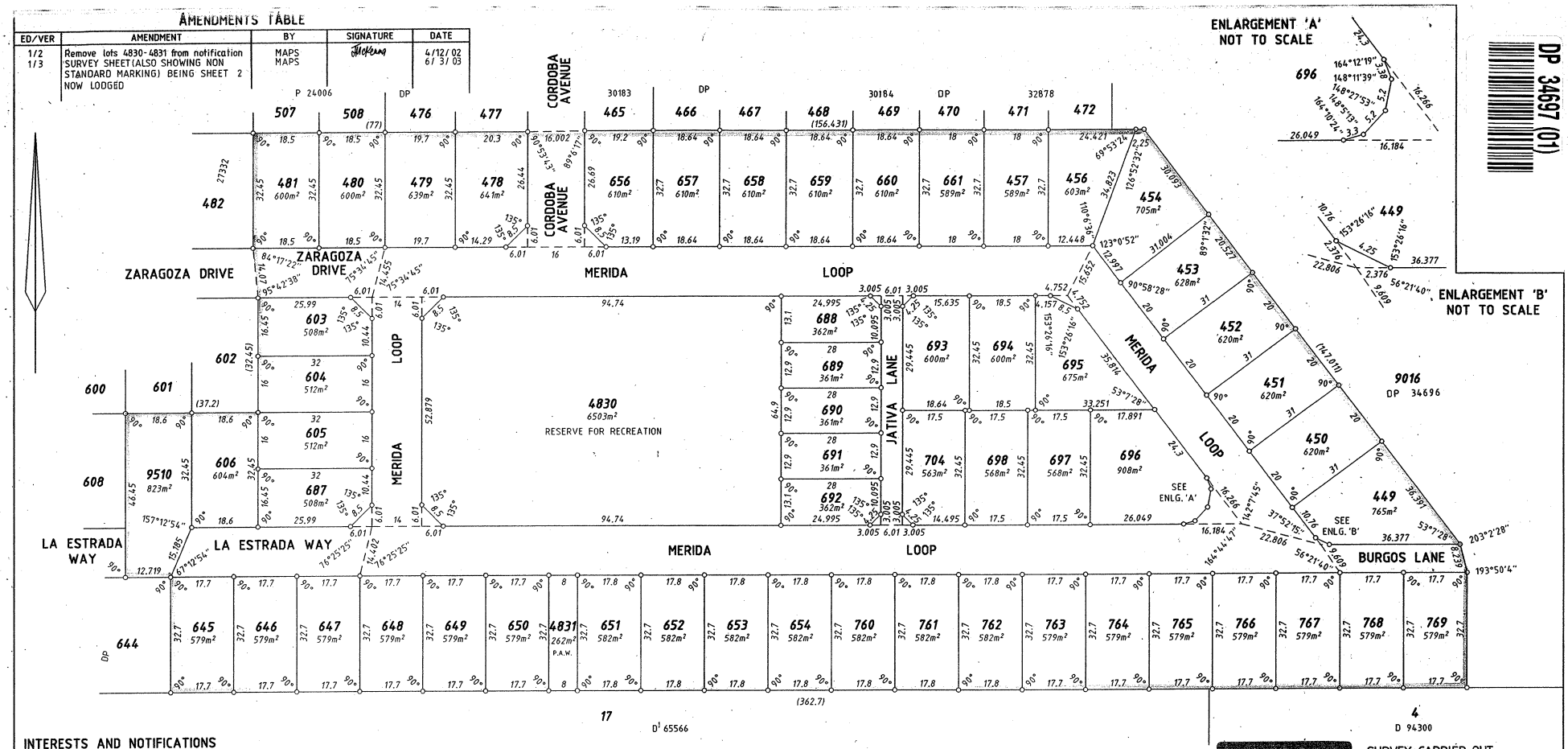
Landgate
www.landgate.wa.gov.au

LANDGATE COPY OF ORIGINAL NOT TO SCALE 22/07/2026 12:00 PM Request number: 70146283

DP 34697 (01)

AMENDMENTS TABLE

ED/VER	AMENDMENT	BY	SIGNATURE	DATE
1/2	Remove lots 4830-4831 from notification	MAPS	[signature]	4/12/02
1/3	SURVEY SHEET (ALSO SHOWING NON STANDARD MARKING) BEING SHEET 2 NOW LODGED	MAPS		6/3/03



INTERESTS AND NOTIFICATIONS

SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN	LAND BURDENED	BENEFIT TO	COMMENTS
	NOTIFICATION	Sec 12A of the T.P. & D. Act	Doc I447827	ALL LOTS EXCEPT 9510		
	MEMORIAL	Sec 67B of the WATER AGENCIES (POWERS) ACT	THIS PLAN	ALL LOTS EXCEPT 4830, 4831 & 9510	WATER CORPORATION	
	RESTRICTIVE COVENANT	Sec 136D OF THE T.L.A.	THIS PLAN	ALL LOTS EXCEPT 4830, 4831 & 9510	ALL LOTS EXCEPT 4830, 4831 & 9510	
LOT 4831	PEDESTRIAN ACCESSWAY	VEST IN THE CROWN UNDER Sec 20A of the T.P. & D. Act	Doc I447828, I447829 THIS PLAN			
LOT 4830	RESERVE FOR RECREATION	VEST IN THE CROWN UNDER Sec 20A of the T.P. & D. Act	THIS PLAN			

SUBDIVISION BY EARLY ISSUE PROCESS

SURVEY CARRIED OUT UNDER REGULATION 26A SPECIAL SURVEY AREA GUIDELINES

LIMITED IN DEPTH TO 60.96 METRES

20 0 SCALE 1:750 60

ALL DISTANCES ARE IN METRES

TYPE FREEHOLD
PURPOSE SUBDIVISION

PLAN OF LOTS 449 - 454 (inc.), 456, 457, 478 - 481 (inc.), 603 - 606 (inc.), 645 - 654 (inc.), 656 - 661 (inc.), 687 - 698 (inc.), 704, 760 - 769 (inc.), 4830, 4831, 9510 ROADS AND RESTRICTIVE COVENANT

EARLY ISSUE YES

DISTRICT COCKBURN SOUND TOWNSITE
DOLA FILE LOCALITY PORT KENNEDY
LOCAL AUTHORITY CITY OF ROCKINGHAM

ON INDEX BG33 (2) 08.19

FORMER TENURE
LOT 9507
DP 34696
CT

FIELD BOOK 76683

SCALE: 1 : 750
ALL DISTANCES ARE IN METRES

McMullen Nolan & PARTNERS SURVEYORS PTY LTD
PO Box 117, South Perth WA 6951
Telephone: (08) 9474 1099
Facsimile: (08) 9474 1093
Email: maps@mapsurvey.com.au

MAPS Ref: 92080DP-117b
DPSTG14A.CSD
CC: 30202

SURVEYOR'S CERTIFICATE
Reg 54
William GUEST
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 [signature]
8/11/02 Date

LODGED
DATE 11.11.02
FEE PAID MEM. $75
$2728
ASSESS No. 363917

TYPE OF VALIDATION
FULL AUDIT
LEGAL COMPONENT ✓
DOCKET PLAN/DIAGRAM 32800
CERTIFIED CORRECT 6.20.11.02
F.S.C. 84-2003

APPROVED BY
WESTERN AUSTRALIAN PLANNING COMMISSION
FILE 118040
Delegated under Sec 20 WAPC Act 1985
DATE 26-2-03

IN ORDER FOR DEALINGS
SUBJECT TO
DEALING ON DP 34696,
SEC. 293(5) OF THE LOCAL GOVT. ACT,
SEC. 12A AND 20A OF THE T.P. & D. ACT,
SEC. 136D OF THE T.L.A. AND
SEC. 67B OF THE W.A.P. ACT
[signature] 7.3.2003
For INSPECTOR OF PLANS & SURVEYS / AUTHORIZED LAND OFFICER DATE

APPROVED REG 26A(4)
APPROVED 14-04-2003
INSPECTOR OF PLANS & SURVEYS / AUTHORIZED LAND OFFICER DATE

DOLA
Department of LAND ADMINISTRATION

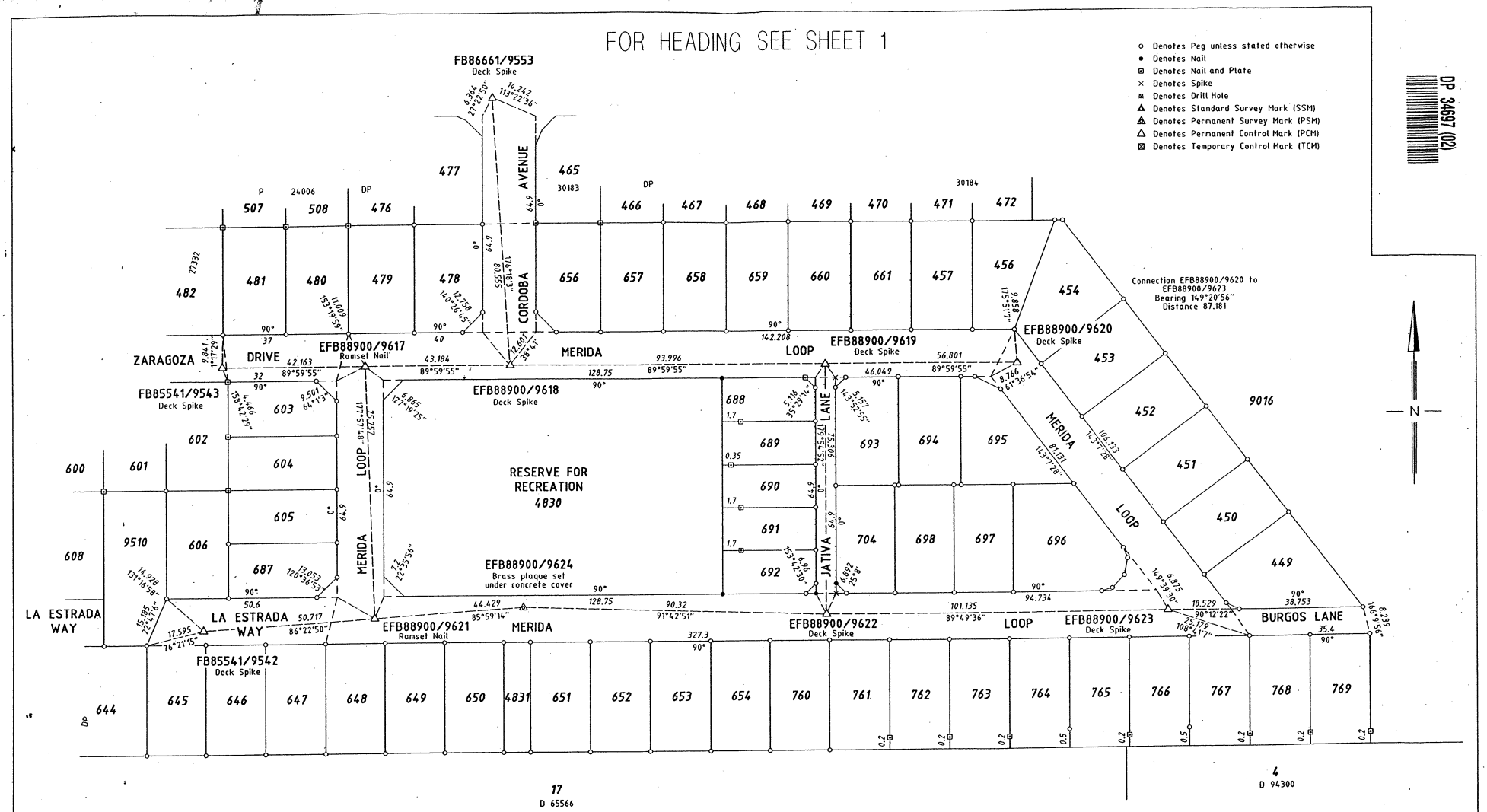
DEPOSITED PLAN
34697

SHEET 1 OF 2 SHEETS
EDITION 1 VERSION 3

Landgate
www.landgate.wa.gov.au

LANDGATE COPY OF ORIGINAL NOT TO SCALE 22/07/2026 12:00 PM Request number: 70146283

DP 34697 (02)



SURVEY INFORMATION ONLY

SURVEY SHEET

ALL BEARINGS AND DISTANCES ON THIS SHEET ARE THE RESULT OF LEAST SQUARES ADJUSTMENTS CARRIED OUT ON RAW FIELD OBSERVATIONS

GRID DATUM IS PCG

SURVEY CARRIED OUT UNDER REGULATION 26A SPECIAL SURVEY AREA GUIDELINES

FOR ALL INTERESTS AND NOTIFICATIONS SEE SHEET 1 OF 2

SCALE 1:750

ALL DISTANCES ARE IN METRES

SCALE: 1 : 750

ALL DISTANCES ARE IN METRES

MAPS Ref : 92080dp-117A
EFB88900.CSD

Licensed Surveyor 28.2.03 Date

APPROVED BY WESTERN AUSTRALIAN PLANNING COMMISSION

FILE .....

DATE .....

SHEET 2 OF 2 SHEETS

EDITION 1 VERSION 3

DOLA
Department of LAND ADMINISTRATION

DEPOSITED PLAN

34697

Landgate
www.landgate.wa.gov.au

Deposited Plan 34697

Lot	Certificate of Title	Lot Status	Part Lot
449	2537/201	Registered	
450	2537/202	Registered	
451	2537/203	Registered	
452	2537/204	Registered	
453	2537/205	Registered	
454	2537/206	Registered	
456	2537/207	Registered	
457	2537/208	Registered	
478	2537/209	Registered	
479	2537/210	Registered	
480	2537/211	Registered	
481	2537/212	Registered	
603	2537/213	Registered	
604	2537/214	Registered	
605	2537/215	Registered	
606	2537/216	Registered	
645	2537/217	Registered	
646	2537/218	Registered	
647	2537/219	Registered	
648	2537/220	Registered	
649	2537/221	Registered	
650	2537/222	Registered	
651	2537/223	Registered	
652	2537/224	Registered	
653	2537/225	Registered	
654	2537/226	Registered	
656	2537/227	Registered	
657	2537/228	Registered	
658	2537/229	Registered	
659	2537/230	Registered	
660	2537/231	Registered	
661	2537/232	Registered	
687	2537/233	Registered	
688	2537/234	Registered	
689	2537/235	Registered	
690	2537/236	Registered	
691	2537/237	Registered	
692	2537/238	Registered	
693	2537/239	Registered	
694	2537/240	Registered	
695	2537/241	Registered	
696	2537/242	Registered	
697	2537/243	Registered	
698	2537/244	Registered	
704	2537/245	Registered	

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Landgate
www.landgate.wa.gov.au

Deposited Plan 34697

Lot	Certificate of Title	Lot Status	Part Lot
760	2537/246	Registered	
761	2537/247	Registered	
762	2537/248	Registered	
763	2537/249	Registered	
764	2537/250	Registered	
765	2537/251	Registered	
766	2537/252	Registered	
767	2537/253	Registered	
768	2537/254	Registered	
769	2537/255	Registered	
4830	2537/256 (Cancelled)	Registered	
4830	LR3130/102	Registered	
4831	2537/257	Registered	
9510	2537/258 (Cancelled)	Retired	
0	N/A	Registered	
0	N/A	Registered	
0	N/A	Registered	
0	N/A	Registered	
0	N/A	Registered	
0	N/A	Registered	

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Landgate
www.landgate.wa.gov.au

OFFICE USE ONLY

I 447827 MV
14 Apr, 2003 16:11:38 Perth

REG. $ 75.00

MEMORIAL

LODGED BY
ADDRESS
McMullen Nolan and Partners
Surveyors Pty Ltd
Suite 11, 2nd Floor
2 Hardy Street
SOUTH PERTH WA 6151

PHONE NO. (08) 9474 1099
FAX NO. (08) 9474 1093

REFERENCE NO. 92080

ISSUING BOX NO. 888

PREPARED BY McMullen Nolan and Partners
ADDRESS Surveyors Pty Ltd
Suite 11, 2nd Floor
2 Hardy Street
SOUTH PERTH WA 6151

PHONE NO. 94741099 FAX NO. 94741093

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

1 4

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

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

ENDORSING INSTRUCTIONS

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

EXAMINED

Initials of signing officer

REGISTRAR OF TITLES WESTERN AUSTRALIA

CHIEF EXECUTIVE

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WESTERN AUSTRALIAN PLANNING COMMISSION

FILE No. 118040

TO REGISTRAR OF TITLES
REGISTRAR OF DEEDS

MEMORIAL

TOWN PLANNING AND DEVELOPMENT ACT 1928

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

SCHEDULE

DESCRIPTION OF LAND	EXTENT	VOLUME	FOLIO
ALL LOTS EXCEPT 9510 ON DEPOSITED PLAN 34697			

REGISTERED PROPRIETOR OF LAND

PEET KENNEDY GARDENS LAND SYNDICATE PTY LTD OF LEVEL 7, 200 ST GEORGES TERRACE, PERTH WA 6000

HAZARDS OR OTHER FACTORS SERIOUSLY AFFECTING THE LAND

THIS LAND HAS PREVIOUSLY BEEN UTILISED AS AN ARTILLERY RANGE AND MAY CONTAIN UNEXPLODED ORDNANCES. WHILST THE LAND HAS BEEN SEARCHED TO A DEPTH OF 1 METRE NO GUARANTEE CAN BE GIVEN THAT ALL UXO HAVE BEEN LOCATED. ANY ORDNANCE FOUND SHOULD BE TREATED AS DANGEROUS AND IT'S LOCATION REPORTED TO THE POLICE OR DEFENCE ESTABLISHMENT.

Dated this 14TH day of MARCH 2003

Public Servant
Department for Planning
and Infrastructure
Perth WA 6000

For: WESTERN AUSTRALIAN PLANNING COMMISSION

WITNESS

M LANGE

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Landgate
www.landgate.wa.gov.au

FORM B4

OFFICE USE ONLY

I 447828 RC
14 Apr, 2003 16:11:38 Perth

REG. $ 75.00

LODGED BY Bankwest Conveyancing

ADDRESS

PHONE No.

FAX No.

REFERENCE No.

ISSUING BOX No. 162V

PREPARED BY

ADDRESS

PHONE No.
FAX No.

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

3
1/9

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

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

Received Items
Nos.

Receiving Clerk

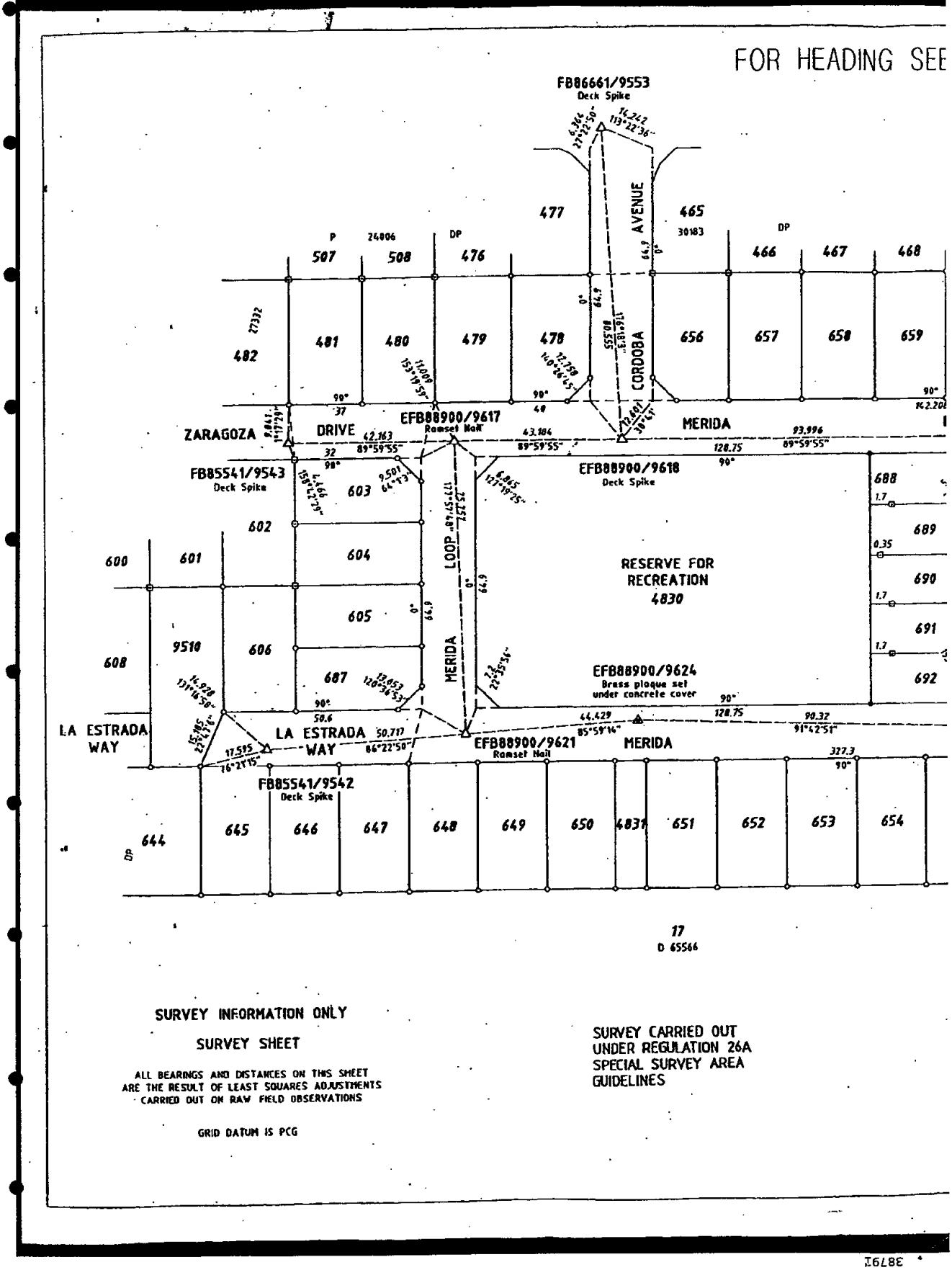
Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.

EXAMINED

LANDGATE COPY OF ORIGINAL NOT TO SCALE 22/07/2026 12:03 PM Request number: 70146352

Landgate
www.landgate.wa.gov.au

26/03 '03 WED 08:47 [TX/RX NO 6714]
DOLA COPY OF ORIGINAL NOT TO SCALE Wed Mar 26 08:50:50 2003 JOB 713479



LANDGATE COPY OF ORIGINAL NOT TO SCALE 22/07/2026 12:03 PM Request number: 70146352
Landgate
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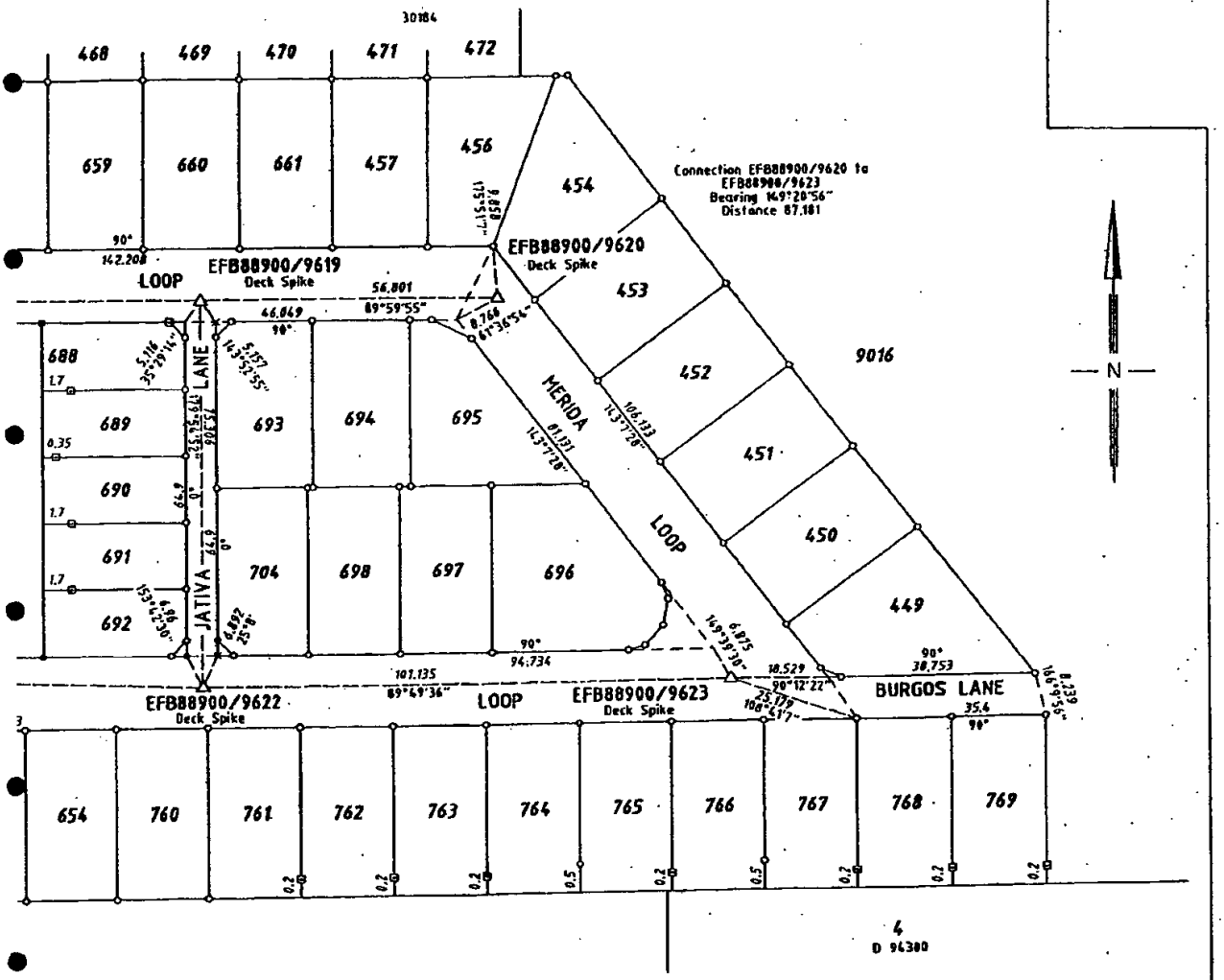
DOLA COPY OF ORIGINAL NOT TO SCALE Wed Mar 26 08:50:50 2003 JOB 713479
26/03 '03 WED 08:47 [TX/RX NO 6714]

)ING SEE SHEET 1

- o Denotes Peg unless stated otherwise
- • Denotes Nail
- ⊡ Denotes Nail and Plate
- × Denotes Spike
- ⊠ Denotes Drill Hole
- ▲ Denotes Standard Survey Mark (SSM)
- ▲ Denotes Permanent Survey Mark (PSM)
- △ Denotes Permanent Control Mark (PCM)
- ■ Denotes Temporary Control Mark (TCM)

DP 34697 (2)



FOR ALL INTERESTS AND NOTIFICATIONS
SEE SHEET 1 OF 2

SCALE 1:750
20 0 60
ALL DISTANCES ARE IN METRES

SCALE: 1 : 750
ALL DISTANCES ARE IN METRES

MAPS Ref : 92080dp-117A
EFB88900.CSD

28.2.03
Date

APPROVED BY
WESTERN AUSTRALIAN
PLANNING COMMISSION
FILE
DATE

DOLA
Department of LAND ADMINISTRATION

DEPOSITED PLAN
34697

SHEET 2 OF 2 SHEETS
EDITION 1 VERSION 3

4
D 96380

38790

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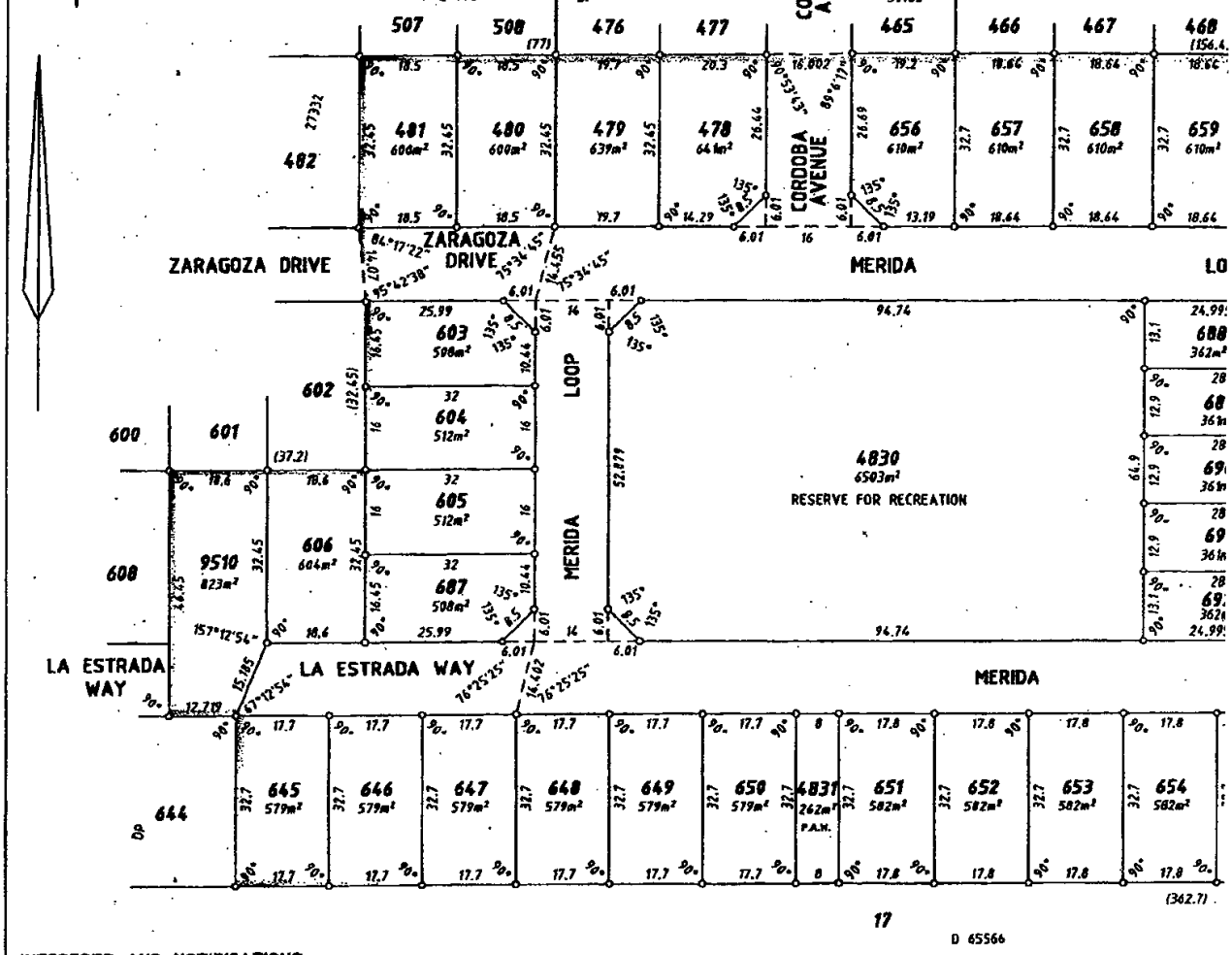
DOLA COPY OF ORIGINAL NOT TO SCALE Wed Mar 26 08:50:50 2003 JOB 713479
26/03 '03 WED 08:47 [TX/RX NO 6714]

AMENDMENTS TABLE

ED/VER	AMENDMENT	BY	SIGNATURE	DATE
1/2	Remove lots 4830-4831 from notification	MAPS	[signature]	4/12/02
1/3	SURVEY SHEET (ALSO SHOWING NON STANDARD MARKING) BEING SHEET 2 NOW LODGED	MAPS		6/3/03



INTERESTS AND NOTIFICATIONS

SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN	LAND BURDENED
	NOTIFICATION	Sec 12A of the T.P. & D. Act	Doc	ALL LOTS EXCEPT 9510
	MEMORIAL	Sec 67B of the WATER AGENCIES (POWERS) ACT	THIS PLAN	ALL LOTS EXCEPT 4830, 4831 & 9510
	RESTRICTIVE COVENANT	Sec 136D OF THE T.L.A.	THIS PLAN	ALL LOTS EXCEPT 4830, 4831 & 9510
LOT 4831	PEDESTRIAN ACCESSWAY	VEST IN THE CROWN UNDER Sec 20A of the T.P. & D. Act	Doc THIS PLAN	
LOT 4830	RESERVE FOR RECREATION	VEST IN THE CROWN UNDER Sec 20A of the T.P. & D. Act	THIS PLAN	

TYPE FREEHOLD
PURPOSE SUBDIVISION

PLAN OF LOTS 449 - 454 (inc.), 456, 457, 478 - 481 (inc.), 603 - 606 (inc.), 645 - 654 (inc.), 656 - 661 (inc.), 687 - 698 (inc.), 704, 760 - 769 (inc.), 4830, 4831, 9510 ROADS AND RESTRICTIVE COVENANT

EARLY ISSUE YES

DISTRICT COCKBURN SOUND TOWNSITE
DOLA FILE LOCALITY PORT KENNEDY
LOCAL AUTHORITY CITY OF ROCKINGHAM

ON
INDEX BG33 (2) 08.19

FORMER TENURE
LOT 9507
DP 34696
CT

FIELD BOOK
76683

SCALE: 1 : 750
ALL DISTANCES ARE IN METRES

McMullen Nolan
PO Box 117, South Perth WA 6951
Telephone: (08) 9474 1099
Facsimile: (08) 9474 1093
Email: maps@mapsurvey.com.au

MAPS Ref: 92080DP-117b
DPSTG14A.CSD
CC: 30202

SURVEYOR'S CERTI
Reg 54
William GUEST
hereby certify that this plan is a representation of the survey and/ calculations from measurements in the field book lodged for the this plan and that it complies with written law(s) in relation to which

Licensed Surveyor ..... [signature]
..... 8/11/02

GR/RF

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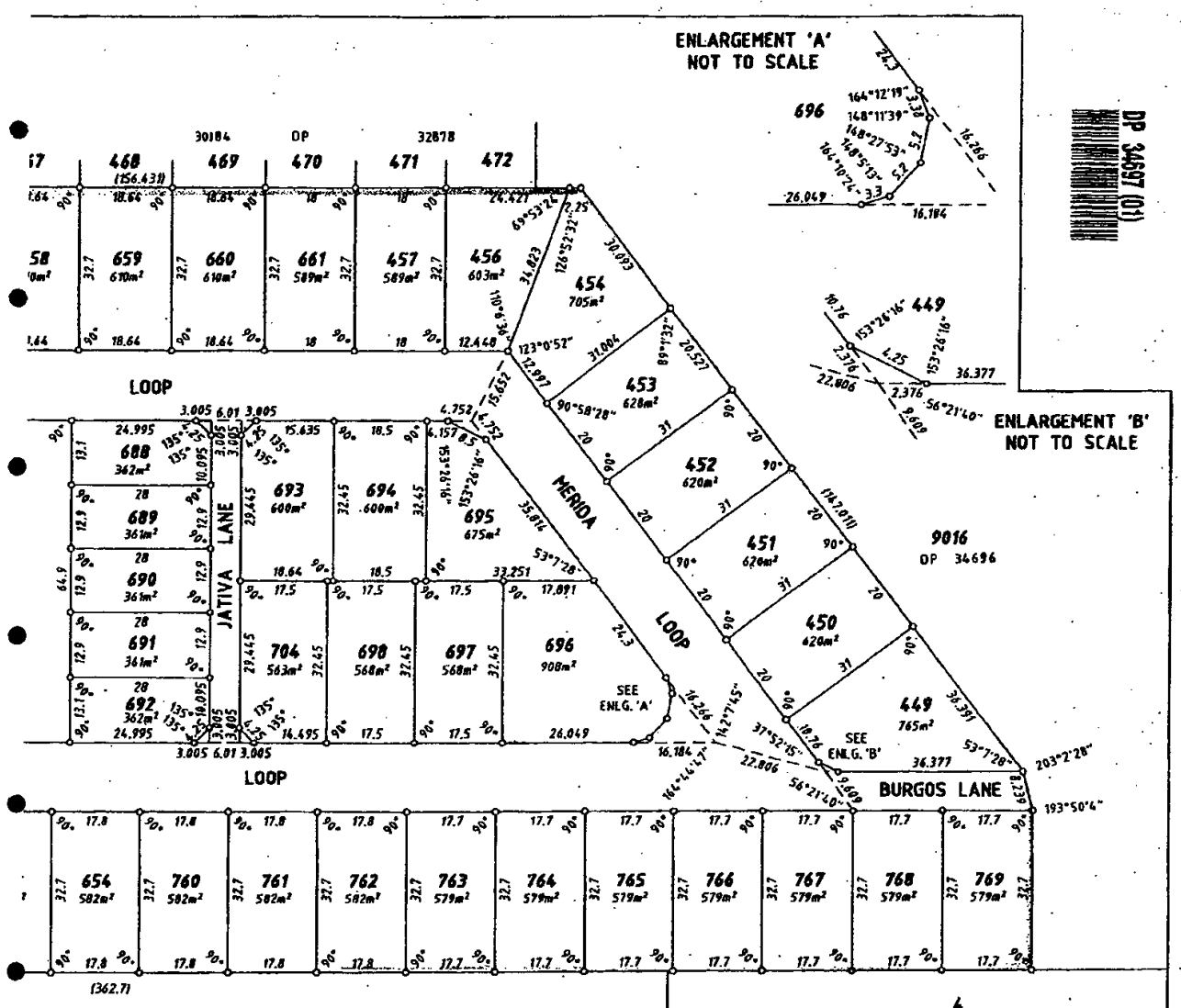
26/03 '03 WED 08:47 [TX/RX NO 6714]

DP 34697 (01)



ENED	BENEFIT TO	COMMENTS
0, 4831 & 9510	WATER CORPORATION	
0, 4831 & 9510	ALL LOTS EXCEPT 4830, 4831 & 9510	

SURVEY CARRIED OUT UNDER REGULATION 26A SPECIAL SURVEY AREA GUIDELINES

LIMITED IN DEPTH TO 60.96 METRES

20 0 SCALE 1:750 60

ALL DISTANCES ARE IN METRES

VEYOR'S CERTIFICATE
Reg 54
William GUEST
certify that this plan is a correct ...tation of the survey and/or ...ion from measurements recorded ...ield book lodged for the purposes of ...n and that it complies with the relevant ...ies(s) in relation to which it is lodged.

Surveyor [signature]
8/11/02 Date

LODGED
DATE 11.11.02
FEE PAID MEM. $75
$2728
ASSESS No. 363917

TYPE OF VALIDATION
FULL AUDIT
LEGAL COMPONENT ✓
COCKET PLAN/DIMENSIONS 32800
CERTIFIED CORRECT [signature] 20-11-02
F.S.C. 84-2003

APPROVED BY
WESTERN AUSTRALIAN PLANNING COMMISSION
FILE 118040
Delegated under Sec 20 WAPC Act 1985
DATE 26-2-03

IN ORDER FOR DEALINGS
SUBJECT TO
DEALING ON DP 34696,
SEC. 293(5) OF THE LOCAL GOVT. ACT,
SEC.S 12A AND 20A OF THE T.P.&D. ACT,
SEC. 136D OF THE T.L.A. AND
SEC. 67B OF THE W.A.P. ACT
[signature] 7.3.2003
For INSPECTOR OF PLANS & SURVEYS / AUTHORIZED LAND OFFICER DATE

APPROVED REG 26A(4)
INSPECTOR OF PLANS & SURVEYS / AUTHORIZED LAND OFFICER DATE

DOLA
Department of LAND ADMINISTRATION

DEPOSITED PLAN
34697
SHEET 1 OF 2 SHEETS
EDITION 1 VERSION 3

88/88

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1.1.14 Permit rear and side boundaries (behind the building line) to remain unfenced after 2 months of occupation of any house on the lot.

2. The above restrictive covenants 1.1.1 – 1.1.10 (inclusive) shall expire and cease to have effect from and including 31 December 2006.

3. The burden of the covenants and restrictions contained in the preceding clause 1, hereof or otherwise implied hereunder shall run and being each Lot on the Subdivision Plan and bind the registered proprietor and its successors in title, Transferees and assigns and shall ensure for the benefit and be enforceable by each and every other registered proprietor of every other Lot on the Subdivision Plan and their successors in title and assigns.

4. When at any time two or more persons or corporations own a joint interest in any Lot the subject of the Subdivision Plan, their liability hereunder will be joint and several. Any person who becomes, is or was a registered proprietor of a Lot on the Subdivision Plan will be liable for any breach of the restrictive covenant affecting that Lot which occurs while that person or corporation was the (or one of the) registered proprietor(s) of that Lot.

5. A person who becomes a registered proprietor of a Lot on the Subdivision Plan may, whilst that person is the registered proprietor, enforce or take action in respect of the breach of the restrictive covenants created by this Deed while the person is a registered proprietor of that Lot notwithstanding the breach complained of in respect of another Lot on the Subdivision Plan may have occurred prior to the registered proprietor of a Lot on the Subdivision Plan.

Executed as a Deed the day and year first hereinbefore written.

The Common Seal of)
PEET KENNEDY GARDENS LAND)
SYNDICATE LTD)
ACN 078 383 865)
was hereunto affixed in accordance)
with its Articles of Association)
in the presence of:)

PEET KENNEDY GARDENS LAND SYNDICATE LIMITED A.C.N. 078 383 865 COMMON SEAL

Director

Director/Secretary

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(d) A minimum floor area (measured over the external walls but excluding the area of any carport or garage) of not less than 145 square metres.

(e) At least one roofed carport or garage capable of accommodating a minimum of two passenger vehicles side by side, not tandem.

(f) At least one single driveway and crossover of brick or concrete construction completed prior to or not later than the construction of the house on the Lot.

1.1.3 Commence carry out erect construct or alter any development on the Lot without plans and specifications (including finishes schedules) therefore being first prepared submitted to and approved by Peet nor except in compliance with any condition (consistent with the covenants herein) imposed by Peet in respect of that approval.

1.1.4 Construct or permit to be constructed or bring on to the Lot any:-

(a) Outbuilding (including any detached garage, workshop, garden shed, storage shed or other outbuilding) which exceeds 20 square metres in floor area unless constructed in the same materials as the house referred to in Clauses 1.1.1 and 1.1.2.

(b) Fencing abutting any public open space or public reserve or road reserve unless such fencing is constructed of Timberlap or masonry or Stratco style colourbond finished metal fencing or painted and capped Hardifence fibro-cement fencing;

(c) Fencing forward of the building line unless such fencing is constructed of masonry or rendered brick or the same brick as either house on the Lot or Timberlap or painted and capped Hardifence, fibro-cement fencing painted "Taubmans" Roman Green or equivalent colour or other paint brands;

1.1.5 Permit any rubbish disposal containers on the Lot to be visible from any public street or thoroughfare except on days allocated by the relevant local authority for rubbish collection from the Lot.

1.1.6 Construct bring onto or use an incinerator on the Lot.

1.1.7 Permit garden areas on the Lot and within public view to remain un-landscaped after three months of occupation of any house.

1.1.8 Carry out or permit to be carried out on the Lot any repairs or restorations of any motor vehicle boat trailer or any other vehicle or any aircraft unless screened from public view at all times.

1.1.9 Park commercial vehicles including trucks, buses and tractors on the Lot unless within a garage or when used during the normal course of business by a visiting tradesperson.

1.1.10 Take or permit any action to be taken to remove alter mark or deface a wall or fence constructed by Peet on or about any of the boundaries of the Lot and not permit such wall or fence to become damaged or unsafe nor permit any roots or any tree or plant or any building or other thing on the Lot to cause such wall or fence to become structurally unsound.

1.1.11 Undertake any excavation on the Lot without taking due care and in any event not to undertake any excavation below a depth of one metre without extreme caution;

1.1.12 Touch, move or deal with any unexploded ordnance found or uncovered on the Lot;

1.1.13 Agree to transfer any share estate or interest in the Lot or accept any offer to acquire any such share estate or interest in the Lot without Peet first providing to the proposed Transferee or offer or before any contract for sale or other transfer or disposition thereof or such offer is accepted a copy of the statement issued by the Department of Defence in August 1986 entitled, "Warnbro Western Australia – search for unexploded ordnance".

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Landgate
www.landgate.wa.gov.au

THIS DEED is made the 9th day of April 2003

BY:

PEET KENNEDY GARDENS LAND SYNDICATE LTD (ACN 078 383 865) of Lot 7, Floor 200 St George's Terrace, Perth in the State of Western Australia ("Peet").

ABN 66 012 878 629
WESTERN AUSTRALIA STAMP DUTY
DEE 09/04/03 16:07 002053487-001
FEE $ ***********0
SD $ *****20.00 PEN $********.00

RECITALS:

A. Peet is the registered proprietor of an estate in fee simple of the whole of the land described as Lot 9507 on Deposited Plan 34696 being the whole of the land contained in Certificate of Title Volume 2536 Folio 177 ("the Land").

B. Peet has made an application to register Deposited Plan 34697 in relation to the Land, copies of which are annexed hereto. ("Subdivision Plan").

C. Pursuant to section 136D of the Transfer of Land Act 1893, Peet wishes to create a restrictive covenant on each Lot the subject of the Subdivision Plan (other than Lots 688 - 692 inclusive, 4830, 4831, and 9510 on Deposited Plan 34697) ("Excluded Land") for the benefit of every other such Lot shown on the Subdivision Plan (all Lots on the Subdivision Plan which are not Excluded Land are hereinafter referred to as "Lot" or "Lots").

BY THIS DEED, PEET HEREBY COVENANTS AND AGREES AND DECLARES as follows:

Pursuant to section 136D of the Transfer of Land Act 1893, Peet HEREBY CREATES restrictive covenants on each Lot the subject of the Subdivision Pan in the following terms:

RESTRICTIVE COVENANTS

1.1 A registered proprietor shall not:

1.1.1 Use a Lot or permit the Lot to be used other than for the construction and occupation of one permanent non-transportable single residential dwelling house ("the house") together with the usual appurtenances excluding Lot 696 which is a duplex Lot and may have constructed on it two permanent non-transportable single residential dwelling houses together with the usual appurtenances.

1.1.2 Construct or permit to be constructed on the Lot any house other than a house having:-

(a) All external walls (excluding windows) constructed with bricks, masonry or limestone finished in face work or render or up to 50% of the façade constructed in an alternative material such as weatherboard;

(b) All Gable ends and Dutch Gable ends which are incorporated as part of the roof framing constructed of coloured timber or fibro-cement or a combination thereof;

(c) Roofs covered either with:

(i) Clay or concrete tiles; or

(ii) Metal sheeting or zincalume having its exterior surface painted or otherwise coated, sealed or treated so as not to have highly light-reflective qualities;

(iii) Colourbond metal sheeting; or

(iv) A combination of such tiles or sheeting;

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PEET KENNEDY GARDENS LAND SYNDICATE LTD

(ACN 078 383 865)

[Stage 14 – Single Lot]

DEED

◆ MONY DE KERLOY ◆

BARRISTERS & SOLICITORS

LEVEL 6, ST MARTINS TOWER, 44 ST GEORGE'S TERRACE, PERTH WA 6000

TEL:(08) 9221 5326 ◆ FAX:(08) 9221 5402

EMAIL : mdk@bekkers.com.au

REF:mrdstage143

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Landgate

www.landgate.wa.gov.au

MONY DE KERLOY

BARRISTERS & SOLICITORS

Department of Land Administration
1 Midland Square
MIDLAND WA 6956

Dear Sir

RESTRICTIVE COVENANT

We advise that the intention of the restrictive covenant contained in the attached Deed of Restrictive Covenant is to bind all of the Lots created on Deposited Plan 34697 excluding Lots 688-692 inclusive, 4830, 4831 and 9510 on Deposited Plan 34697 and is for the benefit of each and every other Lot created on the said Deposited Plan.

We further advise that in our opinion the covenants contained in the attached Deed of Restrictive Covenant are restrictive covenants.

Yours faithfully

MONY DE KERLOY
27 March 2003
MRDFUL3

LEVEL 6, ST MARTINS TOWER 44 ST GEORGE'S TCE PERTH WA 6000 TELEPHONE: (08) 9221 5326 FACSIMILE: (08) 9221 5402
P.O. BOX Z5267 PERTH WA 6831 EMAIL: mdk@bekkers.com.au

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Landgate
www.landgate.wa.gov.au

DevelopmentWA

The Resident
49 Merida Loop
PORT KENNEDY WA 6172

Dear Resident,

REHABILITATION WORKS FOR INDUSTRIAL DEVELOPMENT – LOTS 4 & 17 PORT KENNEDY DRIVE

We are preparing to begin industrial development works on our land known as Lots 4 & 17 Port Kennedy Drive (see map at the end of this letter) with initial works anticipated to commence in June 2026, subject to contractor availability.

Initial remediation works will include the removal of hazardous materials from the site, including cement bonded asbestos fragments and, if present, unexploded ordnance (UXO). All hazardous materials will be safely removed by licenced contractors with extensive experience in the safe handling of asbestos and UXO. A significant amount of vegetation removal is also required as part of the remediation process.

Asbestos removal is expected to take approximately two weeks, followed by vegetation removal and UXO remediation, which is anticipated to require a further four to five weeks.

During this time, contractors on site will be wearing personal protective equipment (PPE) and the excavation and removal of any hazardous materials is governed by environmental legislation and occupational health and safety regulation.

Once removed, all asbestos containing material will be disposed of to a suitably licenced Class 1 Waste Management Facility.

Local residents and businesses in the immediate area may notice an increase in noise and traffic during the works. There are strict protocols in place to ensure that impacts to local residents and businesses comply with all state and local government guidelines and are kept to an absolute minimum. Some of the measures that will be put in place to manage noise and traffic include:

- Scheduling works between 7:00am to 5:00pm, Monday to Saturday
- Trucks, tractors and vehicles to enter and exit the site through Bakewell Drive

There will be measures put in place to mitigate dust impacts during asbestos removal. This will be monitored closely by the on-site environmental supervisor and will include the following measures:

- Dust suppression through the use of a water cart;
- Placement of suitable airborne fibre monitoring locations; and
- Monitoring wind and weather events and pausing works as required.

Please see the attached Frequently Asked Questions for further details.

Once initial works have been completed, subdivision/civil works are scheduled to commence in Spring 2026 to prepare the land for development. This includes levelling works, building roads and footpaths, stormwater management and drainage, landscaping, installation of signage, street lighting and fencing, laying pipes for water, sewer and electricity, and environmental management.

We will provide further updates prior to subdivision works commencing.

We apologise for any inconvenience during the works and thank you for your understanding. If you have any queries about planned works on Lots 4 & 17 Port Kennedy Drive, you can email us at **contact@developmentwa.com.au** or call us on **(08) 6200 4000**.

REHABILITATION WORKS FOR LOTS 4 & 17 PORT KENNEDY DRIVE - FAQs

What is planned for Lots 4 & 17 Port Kennedy Drive?
Lots 4 & 17 cover 67 hectares of industrial land in Perth's southwest corridor. The land includes 17.9 hectares of conservation area and 1.7 hectares of public open space, both of which will be retained for conservation purposes.

Once complete, Lots 4 & 17 will deliver 115 industrial lots at the intersection of Ennis Avenue and Port Kennedy Drive. Subdivision and civil works are expected to commence in Spring 2026, and a map of the area is included below.

Who is DevelopmentWA?
DevelopmentWA is the State Government's land and property development agency which operates across the State creating land for homes, jobs and businesses for the people of Western Australia.

What is happening on Lots 4 & 17?
Hazardous materials including cement bonded asbestos from illegal dumping activities have been identified on the site. The presence of unexploded ordnance (UXO) is being assessed and will be removed if present. We are now appointing licenced contractors to remove the materials, to ensure the site is safe and suitable for use.

What is the timeline for remediation works?
Asbestos remediation will occur first and is expected to take approximately two weeks. This will be followed by vegetation removal which will include slashing activities, and UXO remediation which is anticipated to require a further four to five weeks.

What is asbestos and why is it being removed?
Asbestos is a naturally occurring mineral that was previously widely used in construction due to its heat resistance, strength, and insulating properties. However, it is hazardous when its fibres are released into the air.

Non-friable (cement bonded) materials will be removed from site which are firmly bound in a cement matrix and unlikely to lead to fibre release.

Is there an asbestos remediation plan?
Yes. We prioritise the health and safety of the community and have engaged an independent environmental specialist to develop an Asbestos Remediation Action Plan (RAP) compliant with Department of Water and Environmental Regulation (DWER), Department of Health (DoH) and Worksafe guidelines.

During the process, an independent environmental supervisor will supervise the remediation works. At the completion of the works the environmental supervisor will validate the soils at the Site in accordance with the DoH guidelines. This validation will be undertaken prior to redevelopment works commencing.

What is unexploded ordnance and why is it being removed?
The broader Port Kennedy area, including our land and surrounding locations to the north and south, were historically utilised for military purposes during World War II and may contain unexploded ordnance (UXO) which may include military ammunition.

Over the past four decades, adjacent residential, industrial, and commercial subdivisions within Port Kennedy have undergone systematic UXO clearance for development. UXO materials will be removed to ensure the site is safe and suitable for use.

Why are contractors wearing personal protective equipment (PPE)?
The management of any hazardous materials is governed by environmental legislation and occupational health and safety regulation, meaning contractors on site during asbestos removal are required to wear PPE. Please note that it does not necessarily mean that workers wearing PPE are carrying out hazardous waste removal activities all of the time.

Residents and businesses in surrounding areas are not required to wear PPE.

What do works mean for the community?
Local residents may notice an increase in noise and traffic during the remediation works. However, strict measures will be in place to ensure that works comply with all state and local government guidelines. Site works and activities include:

- Trucks, tractors and vehicles to enter and exit the site through Bakewell Drive
- Placement of suitable air monitoring locations for asbestos removal
- Monitoring wind and weather events and pausing works as required
- Asbestos removal process will be overseen by an onsite independent environmental supervisor
- Works will be scheduled between 7:00am to 5:00pm, Monday to Saturday

Will there be any impact to vegetation?
Yes, a significant number of vegetation will need to be removed as part of the unexploded ordnance remediation to ensure the site is safe and suitable for future development. We have the necessary structure plan and subdivision approval which were both referred to environmental authorities.

Prior to vegetation removal a number of grass trees will be removed and nurtured, to be incorporated int the future landscaping of the development, and a fauna relocation exercise will be undertaken.

During vegetation removal, a water cart will be on site to assist with dust suppression, and works will be undertaken in a controlled manner with consideration given to prevailing wind conditions and proximity to neighbouring areas.

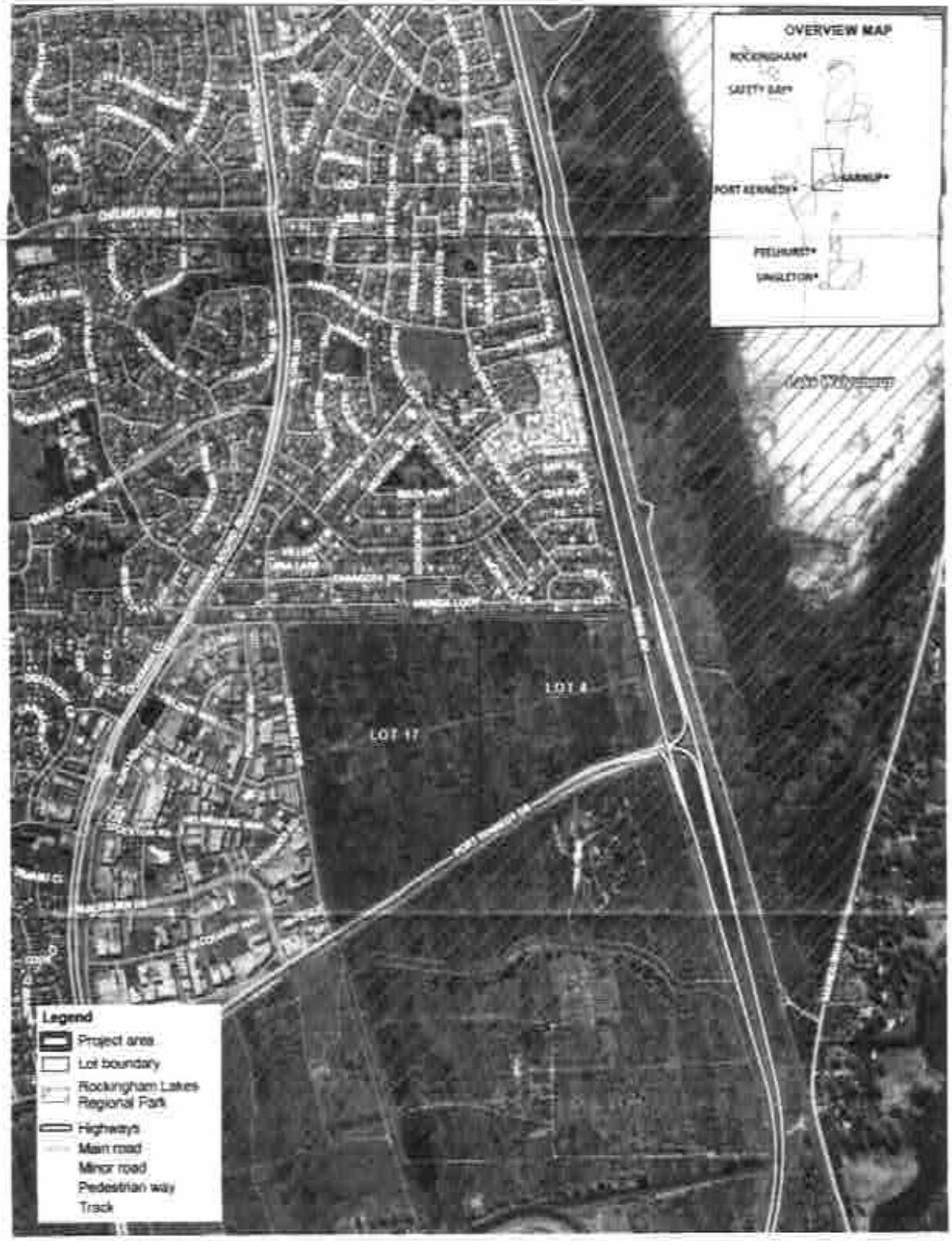
Will the conservation area be affected?
There will be no impact on the conservation area, which is classified as a Conservation Category Wetland (CCW). The public open space will be retained, and the area will be managed for preservation and ecological restoration.

When will remediation works take place?
Removal of hazardous materials is scheduled to commence in early June 2026, subject to contractor availability.

What are the next steps?
Once initial works have been completed, subdivision/civil works are scheduled to commence in Spring 2026 to prepare the land for development. This includes levelling land, building roads and footpaths, stormwater management and drainage, landscaping, installation of signage, street lighting and fencing, laying pipes for water, sewer and electricity, and environmental management.

We will provide further updates prior to subdivision works commencing.

Contact
If you have any queries about planned works on Lots 4 & 17 Port Kennedy Drive, you can email us at **contact@developmentwa.com.au** or call us on **(08) 6200 4000**.


OVERVIEW MAP
ROCKINGHAM*
SAFETY BAY*
PORT KENNEDY*
PEEL HURST*
SINGLETON*
LOT 4
LOT 17
Legend
Project area
Lot boundary
Rockingham Lakes Regional Park
Highways
Main road
Minor road
Pedestrian way
Track