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

REIWA
REAL ESTATE INSTITUTE OF WESTERN AUSTRALIA
APPROVED BY THE REAL ESTATE INSTITUTE OF WESTERN AUSTRALIA (INC.)
COPYRIGHT © REIWA 2025
FOR USE BY REIWA MEMBERS
000011216488
firstnational Genesis

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 3 Shiraz Court
Suburb Swan View State WA Postcode 6056
Lot 704 Deposited/~~Survey/Strata/Diagram~~/Plan 430083 Whole / ~~Part~~ Vol 4081 Folio 881
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.

REIWA
REAL ESTATE INSTITUTE OF WESTERN AUSTRALIA
APPROVED BY THE REAL ESTATE INSTITUTE OF WESTERN AUSTRALIA (INC.)
COPYRIGHT © REIWA 2025
FOR USE BY REIWA MEMBERS
000011216488
firstnational Genesis

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.

REIWA
REAL ESTATE INSTITUTE OF WESTERN AUSTRALIA
APPROVED BY THE REAL ESTATE INSTITUTE OF WESTERN AUSTRALIA (INC.)
COPYRIGHT © REIWA 2025
FOR USE BY REIWA MEMBERS
000011216488
firstnational Genesis

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 Ragora PTY LTD

Address 68 Tunnel Road

Suburb Swan View State WA Postcode 6056

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		

COPYRIGHT
The copyright of this Contract by Offer and Acceptance is the property of the Real Estate Institute of Western Australia (Inc.) ("REIWA") and neither the form nor any part of it may be used or reproduced by any method whatsoever or incorporated by reference or in any manner whatsoever in any other document without the consent of the REIWA. 01/25

APPROVED BY
THE REAL ESTATE INSTITUTE
OF WESTERN AUSTRALIA (INC.)
COPYRIGHT © REIWA 2023
FOR USE BY REIWA MEMBERS
000011216488

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 Ragora PTY LTD - Bradley John Snell

Date _____

Signature _____

Name Ragora PTY LTD - Christine Lily Snell

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR MAJOR STRUCTURAL DEFECTS

REIWA
REAL ESTATE INSTITUTE OF WESTERN AUSTRALIA
APPROVED BY THE REAL ESTATE INSTITUTE OF WESTERN AUSTRALIA (INC.)
COPYRIGHT © REIWA 2024
FOR USE BY REIWA MEMBERS
000010996822
firstnational Genesis

ANNEXURE A

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

3 Shiraz Court, Swan View WA 6056

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

REIWA REAL ESTATE INSTITUTE OF WESTERN AUSTRALIA
APPROVED BY THE REAL ESTATE INSTITUTE OF WESTERN AUSTRALIA (INC.)
COPYRIGHT © REIWA 2022
FOR USE BY REIWA MEMBERS
000010996841
firstnational Genesis

ANNEXURE B

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

3 Shiraz Court, Swan View WA 6056

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
4081	**881**

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 704 ON DEPOSITED PLAN 430083

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

RAGORA PTY LTD OF 68 TUNNEL ROAD SWAN VIEW WA 6056

(AF Q590499) REGISTERED 19/9/2025

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

1. T2480/1896 EASEMENT BENEFIT SEE TRANSFER 2480/1896. REGISTERED 1/1/1896.
2. Q590500 NOTIFICATION SECTION 165 PLANNING & DEVELOPMENT ACT 2005 LODGED 19/9/2025.
3. Q590501 NOTIFICATION CONTAINS FACTORS AFFECTING THE WITHIN LAND. LODGED 19/9/2025.

Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required. 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:	DP430083
PREVIOUS TITLE:	422-140A
PROPERTY STREET ADDRESS:	3 SHIRAZ CT, SWAN VIEW.
LOCAL GOVERNMENT AUTHORITY:	SHIRE OF MUNDARING

NOTE 1: J414436 SECTION 138D TLA APPLIES TO CAVEAT J388014

LANDGATE COPY OF ORIGINAL NOT TO SCALE 13/05/2026 10:11 AM Request number: 69824066

Landgate
www.landgate.wa.gov.au

LANDGATE COPY OF ORIGINAL NOT TO SCALE 13/05/2026 10:11 AM Request number: 69824066
www.landgate.wa.gov.au

Plan Information

Tenure Type	Freehold
Plan Type	Deposited Plan
Plan Purpose	Subdivision

Plan Heading

LOTS 702-705 AND ROADS

Locality and Local Government

Locality	SWAN VIEW
Local Government	SHIRE OF MUNDARING

Planning Approval

Planning Authority	Western Australian Planning Commission
Reference	162189

Roads

New Road or Extension (Road Name Approval)	Yes

Road Name	Locality
SHIRAZ COURT	SWAN VIEW

Survey Details

Survey Method	Conventional Survey
Field Records	164431
Declared as Special Survey Area	No

Survey Certificate - Regulation 54

I hereby certify that this plan is accurate and is a correct representation of the ----
(a) * survey; and/or
(b) * calculations from measurements recorded in the field records;
[* delete if inapplicable]
undertaken for the purposes of this plan and that it complies with the relevant written law(s) in relation to which it is lodged.

2025.08.15 14:13:02 +08'00'

JOHN MICHAEL SCANLAN Licensed Surveyor	Date

Survey Organisation

Name	SCANLAN SURVEYS
Address	P.O. BOX 429 MIDLAND 6936
Phone	9250 2261
Fax	
Email	reception@scanlansurveys.com.au
Reference	8738/22

Former Tenure

New Lot / Land	Parent Plan Number	Parent Lot Number	Title Reference	Parent Subject Land Description
702-705	P1299	LOT 11	422-140A	

Former Tenure Interest and Notifications

Subject	Former Tenure	Action	Lots On This Plan	Origin	Endorsement	Comments
	11/P1299	Brought forward in part (with portion superseded by a road and or road widening)	LOTS 702-704	DOC T2480/1896	EASEMENT BENEFIT SEE TRANSFER 2480/1896. REGISTERED 1/1/1896.	

New Interests

Subject	Purpose	Statutory Reference	Origin	Land Burdened	Benefit To	Comments
(R)	RESTRICTIVE COVENANT	SEC. 129BA OF THE TLA 1893	DOC .Q592244	LOT 702	ENERGY NETWORKS CORPORATION	Fire Protection Zone

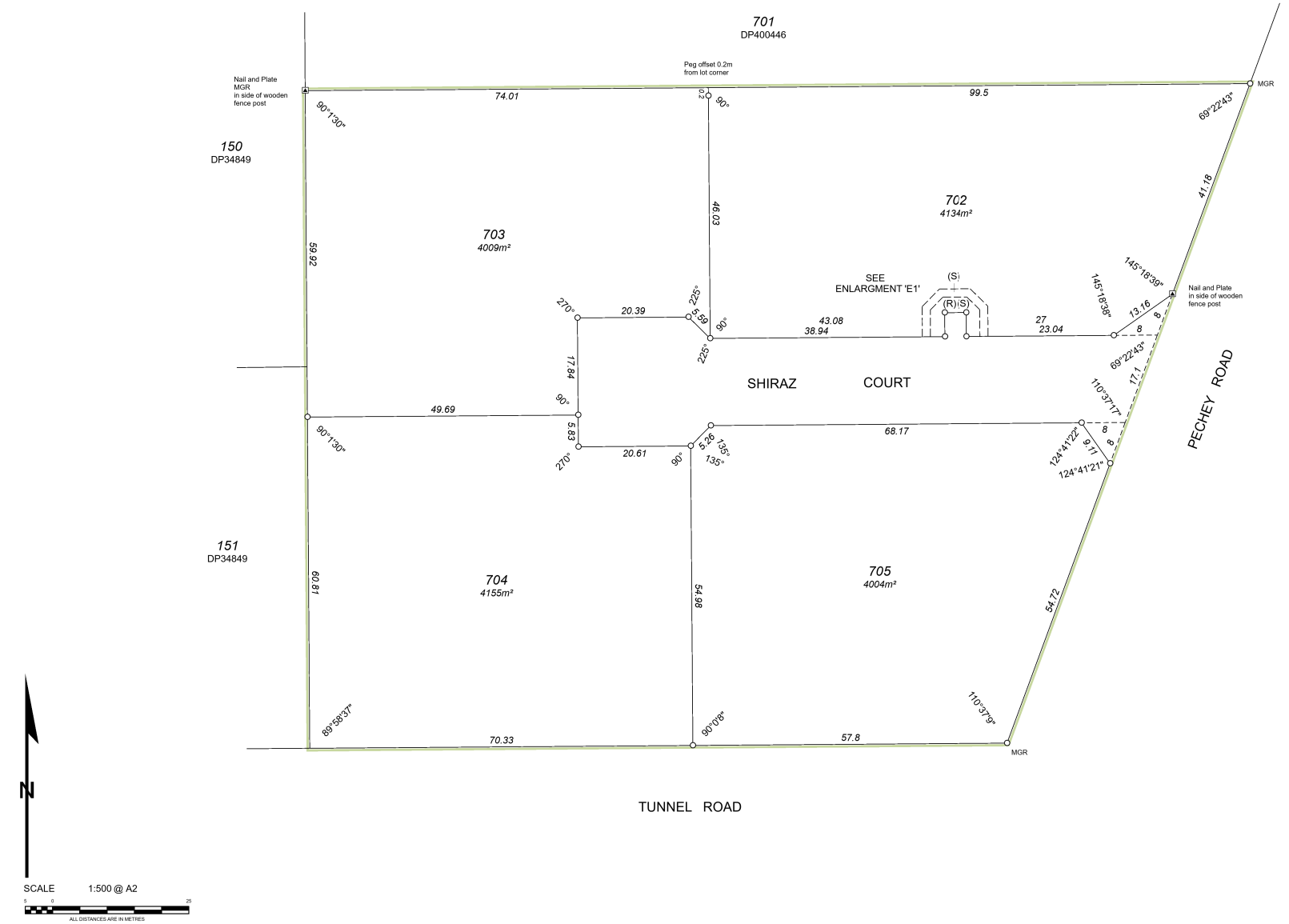
New Memorials and Notifications

Subject	Purpose	Statutory Reference	Origin	Land Burdened	Benefit To	Comments
	NOTIFICATION (Hazards or Other Factors)	SEC. 165 OF THE P&D ACT 2005	DOC .Q590500	LOT(S) 702-705		Bushfire Prone Area
(S)	NOTIFICATION (Factors Affecting Use or Enjoyment of Land)	SEC. 70A OF THE TLA 1893	DOC .Q592245	LOT 702		Transformer Noise
	NOTIFICATION (Factors Affecting Use or Enjoyment of Land)	SEC. 70A OF THE TLA 1893	DOC .Q590501	LOT(S) 702-705		No Reticulated Sewerage Service Available

SCANLAN SURVEYS LICENSED SURVEYORS
23 SPRING PARK ROAD
MIDLAND, WA, 6056
PO BOX 429, MIDLAND, 6936
PH: 08 9250 2261
www.scanlansurveys.com.au
reception@scanlansurveys.com.au

ADDITIONAL SHEETS	SHEET		SHEETS	VERSION NUMBER	DEPOSITED PLAN
ENDORSEMENT SHEET	1	OF	3	1	430083

LANDGATE COPY OF ORIGINAL NOT TO SCALE 13/05/2026 10:11 AM Request number: 69824066
www.landgate.wa.gov.au

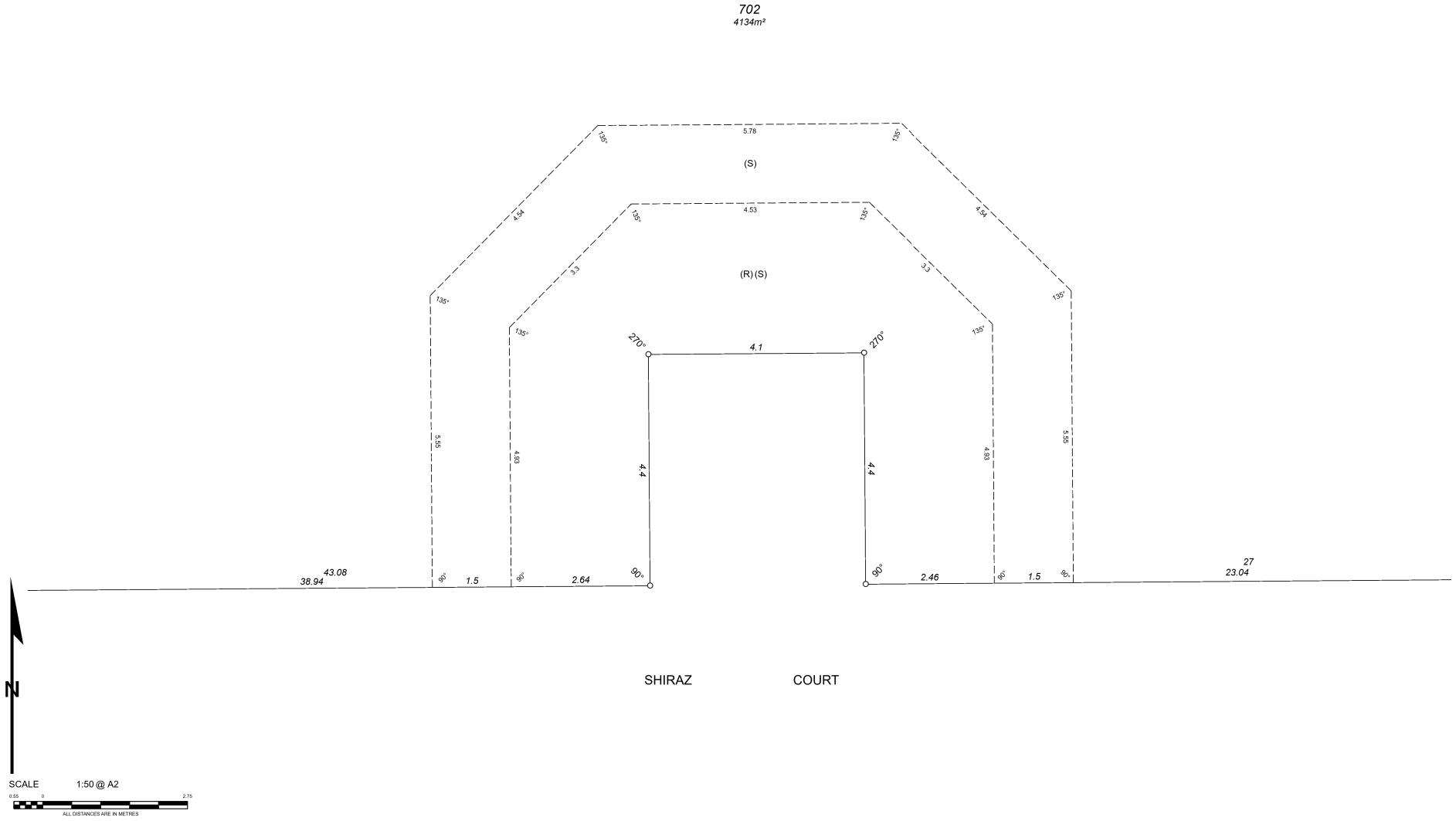


SCANLAN SURVEYS LICENSED SURVEYORS
23 SPRING PARK ROAD
MIDLAND, WA, 6056
PO BOX 429, MIDLAND, 6936
PH: 08 9250 2261
www.scanlansurveys.com.au
reception@scanlansurveys.com.au

ADDITIONAL SHEETS	SHEET		SHEETS	VERSION NUMBER	DEPOSITED PLAN
ENDORSEMENT SHEET	2	OF	3	1	430083

LANDGATE COPY OF ORIGINAL NOT TO SCALE 13/05/2026 10:11 AM Request number: 69824066
www.landgate.wa.gov.au

ENLARGMENT 'E1'



SCANLAN SURVEYS LICENSED SURVEYORS
23 SPRING PARK ROAD
MIDLAND, WA, 6056
PO BOX 429, MIDLAND, 6936
PH: 08 9250 2261
www.scanlansurveys.com.au
reception@scanlansurveys.com.au

ADDITIONAL SHEETS	SHEET		SHEETS	VERSION NUMBER	DEPOSITED PLAN
ENDORSEMENT SHEET	3	OF	3	1	430083

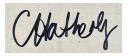
LANDGATE COPY OF ORIGINAL NOT TO SCALE 13/05/2026 10:11 AM Request number: 69824066
www.landgate.wa.gov.au

Lodgement and Examination

Lodgement Date	15/08/2025
Examination Date	19/08/2025

Western Australian Planning Commission

Planning Approval	Yes
Reference	162189



04-Sep-2025

Delegate under S. 16 P&D Act 2005	Date

In Order For Dealings

Subject To
- Section 165 of the P&D Act 2005
- Section 129BA of the TLA 1893
- Section 168(1)(2) of the P&D Act
- Section 70A of the TLA 1893

8.9.2025

For Inspector of Plans and Surveys / Authorised Land Officers	Date

Plan Approved



19.9.2025

Inspector of Plans and Surveys / Authorised Land Officer	Date

Deposited Plan 430083

Lot	Certificate of Title	Lot Status	Part Lot
702	4081/879	Registered	
703	4081/880	Registered	
704	4081/881	Registered	
705	4081/882	Registered	
0	N/A		
0	N/A	Registered	

LANDGATE COPY OF ORIGINAL NOT TO SCALE 13/05/2026 10:11 AM Request number: 69824066

Landgate
www.landgate.wa.gov.au

GOVERNMENT OF WESTERN AUSTRALIA

Landgate

Q590500 NO
19 Sep 2025 14:24:12 Midland

Notification

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

Jurisdiction

State of Western Australia

Legislation

Transfer of Land Act 1893

Planning and Development Act 2005

Lodging party details

Name	Woodbridge Settlements
Address	PO Box 2173
Issuing box	Midland WA 6936
Phone	
Fax	
Email	
Reference	woodbridge@woodbridgesettlements.com.au

Preparer details

Name	Scanlan Surveys
Phone	08 9250 2261
Reference	8738/22

Notification details

Act	Planning and Development Act 2005
Section	165
File No	162189
Hazards or other factors seriously affecting the land	This land is within a bushfire prone area as designated by an Order made by the Fire and Emergency Services Commissioner and may be subject to a Bushfire Management Plan. Additional planning and building requirements may apply to development on this land.
Statements	The land set out in the schedule is land to which section 165 of the Planning and Development Act 2005 applies.

Land / Interest

Title(volume-folio)	Extent	Land description	Interest
	Whole	LOT 702 ON DEPOSITED PLAN 430083	FEE SIMPLE
	Whole	LOT 703 ON DEPOSITED PLAN 430083	FEE SIMPLE
	Whole	LOT 704 ON DEPOSITED PLAN 430083	FEE SIMPLE
	Whole	LOT 705 ON DEPOSITED PLAN 430083	FEE SIMPLE

Registered proprietor(s)(Land)

RAGORA PTY LTD (ABN 46009434468) OF 68 TUNNEL ROAD SWAN VIEW WA 6056

Authorising party

WESTERN AUSTRALIAN PLANNING COMMISSION (ABN 35482341493) OF 140 WILLIAM STREET PERTH WA 6000

Execution date

30th June 2025

LANDGATE COPY OF ORIGINAL NOT TO SCALE 13/05/2026 10:15 AM Request number: 69824101

Landgate
www.landgate.wa.gov.au

Authorising party execution

Western Australian Planning Commission

Jennifer Tu

Senior Planning Support Officer
Under authority delegated pursuant to s.16
of the Planning & Development Act 2005

LANDGATE COPY OF ORIGINAL NOT TO SCALE 13/05/2026 10:15 AM Request number: 69824101

Landgate
www.landgate.wa.gov.au

Landgate
PO Box 2222
MIDLAND WA 6936

EV003240325 CONST

17 June 2025

Dear Sir/Madam

Mortgagee: **Australia and New Zealand Banking Group Ltd ACN 005 357 522**
Property: **Lot 11 on Plan 1299**
Certificate of Title: **Volume 422 Folio 140A**

The Mortgagee as mortgagee of Mortgage Q436816 consents to the lodgement of:

1- Plan of subdivision – Deposited Plan 430083;

2- Application for new titles subject of Deposited Plan 430083;

3- A Restrictive Covenant pursuant to section 129BA of the *Transfer of Land Act* 1893 made between Ragora Pty Ltd (A.C.N. 009 434 468) (as grantor) and Electricity Networks Corporation (as grantee) to be lodged by Western Power;

4- A notification relating to hazards or other factors pursuant to section 165 of the *Planning and Development Act* 2005; and

5- Two notifications relating to factors affecting use or enjoyment of land pursuant to section 70A of the *Transfer of Land Act* 1893

to be lodged by Woodbridge Settlements.

Signed for and on behalf of **AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD ACN 005 357 522** by its attorney under registered power of attorney I486779 in the presence of:

Witness Signature

JACOB LINCOLN

Name

Bank Officer

Occupation

C/- Level 5, 240 St Georges Terrace, Perth

By executing this document the attorney states that he/she has received no notice of revocation of the power of attorney.

Attorney Signature

SAMUEL FREEMAN

Name

Manager / Acting Manager (select one)

Title of Attorney

3464-5390-9819_1187054, v.1

Australia and New Zealand Banking Group Limited (ANZ) ABN 11 005 357 522. Aust. Credit Licence No. 234527. Item 1001 04.2016 WS20001

Printed on 100% recycled paper

LANDGATE COPY OF ORIGINAL NOT TO SCALE 13/05/2026 10:15 AM Request number: 69824101

Landgate
www.landgate.wa.gov.au

LANDGATE COPY OF ORIGINAL NOT TO SCALE 13/05/2026 10:15 AM Request number: 69824101

Landgate
www.landgate.wa.gov.au

GOVERNMENT OF WESTERN AUSTRALIA

Landgate

Q590501 NR
19 Sep 2025 14:24:12 Midland

Notification

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

Jurisdiction

State of Western Australia

Legislation

Transfer of Land Act 1893

Lodging party details

Name WOODRIDGE SETTLEMENTS
Address 3121 Spring Park La, MIDLAND
Issuing box 888 V
Phone 9250 2956
Fax
Email woodbridge@woodbridgesettlements.com.au
Reference 655 Pechey

3/3

Preparer details

Name	Scanlan Surveys
Phone	08 9250 2261
Reference	8738/22

Notification details

Act	Transfer of Land Act 1893
Section	70A
Factor affecting use or enjoyment of land	A reticulated sewerage service is not available to the lot(s).

Land / Interest

Title(volume-folio)	Extent	Land description	Interest
	Whole	LOT 702 ON DEPOSITED PLAN 430083	FEE SIMPLE
	Whole	LOT 703 ON DEPOSITED PLAN 430083	FEE SIMPLE
	Whole	LOT 704 ON DEPOSITED PLAN 430083	FEE SIMPLE
	Whole	LOT 705 ON DEPOSITED PLAN 430083	FEE SIMPLE

Registered proprietor(s)(Land)

RAGORA PTY LTD (ABN 46009434468) OF 68 TUNNEL ROAD SWAN VIEW WA 6056

Authorising party

SHIRE OF MUNDARING (ABN 20431487930) OF 7000 GREAT EASTERN HIGHWAY MUNDARING WA 6073

Execution date

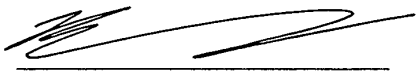
19/9/2025

LANDGATE COPY OF ORIGINAL NOT TO SCALE 13/05/2026 10:14 AM Request number: 69824101

Landgate
www.landgate.wa.gov.au

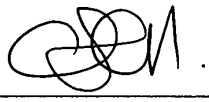
Registered proprietor(s)(Land) execution

Executed by RAGORA PTY LTD (ABN 46009434468)

Signature 

Signer name BRADLEY JOHN SNELL

Signer designation DIRECTOR

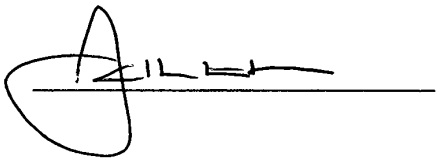
Signature 

Signer name CHRISTINE LILY SNELL

Signer designation DIRECTOR/SECRETARY

Authorising party execution

Executed on behalf of SHIRE OF MUNDARING
under local authority of the LOCAL GOVERNMENT ACT
1995 PURSUANT TO SECTION 9.49A(4).

Signature: 

Signer name: JASON BRIAN WHITEAKER

Signer organisation: SHIRE OF MUNDARING

Signer designation: CHIEF EXECUTIVE OFFICER

LANDGATE COPY OF ORIGINAL NOT TO SCALE 13/05/2026 10:14 AM Request number: 69824101

Landgate
www.landgate.wa.gov.au

Landgate
PO Box 2222
MIDLAND WA 6936

EV003238945 CONST

17 June 2025

Dear Sir/Madam

Mortgagee: **Australia and New Zealand Banking Group Ltd ACN 005 357 522**
Property: **Lot 11 on Plan 1299**
Certificate of Title: **Volume 422 Folio 140A**

The Mortgagee as mortgagee of Mortgage Q436816 consents to the lodgement of:

1- Plan of subdivision – Deposited Plan 430083;

2- Application for new titles subject of Deposited Plan 430083;

3- A Restrictive Covenant pursuant to section 129BA of the *Transfer of Land Act* 1893 made between Ragora Pty Ltd (A.C.N. 009 434 468) (as grantor) and Electricity Networks Corporation (as grantee) to be lodged by Western Power;

4- A notification relating to hazards or other factors pursuant to section 165 of the *Planning and Development Act* 2005; and

5- Two notifications relating to factors affecting use or enjoyment of land pursuant to section 70A of the *Transfer of Land Act* 1893

to be lodged by Woodbridge Settlements.

Signed for and on behalf of **AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD ACN 005 357 522** by its attorney under registered power of attorney I486779 in the presence of:

Witness Signature

JACOB LINCOLN

Name

Bank Officer

Occupation

C/- Level 5, 240 St Georges Terrace, Perth

By executing this document the attorney states that he/she has received no notice of revocation of the power of attorney.

Attorney Signature

SAMUEL FREEMAN

Name

Manager / Acting Manager (select one)

Title of Attorney

3464-5390-9819_1187054, v.1

Australia and New Zealand Banking Group Limited (ANZ) ABN 11 005 357 522. Aust. Credit Licence No. 234527. Item 1001 04.2016 W520001

Printed on 100% recycled paper

LANDGATE COPY OF ORIGINAL NOT TO SCALE 13/05/2026 10:14 AM Request number: 69824101

Landgate
www.landgate.wa.gov.au

LANDGATE COPY OF ORIGINAL NOT TO SCALE 13/05/2026 10:14 AM Request number: 69824101

Landgate
www.landgate.wa.gov.au

2450
1896

2480
1896

Transfer of Land.

I William Noah Hedges of Guildford Contractor

being registered as the proprietor of an estate in fee simple

in the land hereinafter described subject to the encumbrances notified hereunder in consideration of the sum of Sixty pounds ——— paid to me by Frederick Daniel Good of Perth Timber Merchant ~~of~~

Do HEREBY TRANSFER to the said Frederick Daniel Good all my estate and interest in ALL THAT piece of land being part of the land comprised in Grant Vol: XXVIII Fol: 44 and being Lots 11 and 12 on Deposited plan 1299 Together with a full and free right of way over all the roads marked on the said Deposited plan — (at Swan Loc 1160)

XXVIII · 44
TO
LXXXVII - 164

Dated the 29th day of July One thousand eight hundred and ninety six

Signed by the said William Noah Hedges } W N Hedges
in the presence* of
H. F. A. Cumming
A Justice of the Peace

Signed by the said

in the presence of

---

* *If within the Colony the execution must be attested by the Commissioner or Registrar of Titles, or by a Justice of the Peace, Notary Public, or some person authorised to take Affidavits. If without the Colony by a Notary Public, Commissioner for taking Affidavits, Mayor of a Municipality in Great Britain or Ireland, or by the Officer Administering the Government of, or a Judge of any Court of Record in, any British Possession, or by the British Consular Officer at any Foreign place.*

LANDGATE COPY OF ORIGINAL NOT TO SCALE 13/05/2026 10:14 AM Request number: 69824101
Landgate
www.landgate.wa.gov.au

2480
1896

ENCUMBRANCES REFERRED TO.

2480
96

WESTERN AUSTRALIA.

LAND TITLES OFFICE
29 JUL. 96
12.10
PERTH-W.A.

No. 1896

Dated 27 July 1896.

TRANSFER

William N. Hedges

to

Frederick D. Good

87/167

1620

Lodged

Registered at 12.10 o.c. this 29th

day of July. 1896 in

Volume XXVIII Folium 44

and numbered TRANSFER 1896

Alfred Burt

N.K. Swing Registrar of Titles.

LANDGATE COPY OF ORIGINAL NOT TO SCALE 13/05/2026 10:14 AM Request number: 69824101
Landgate
www.landgate.wa.gov.au