

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



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NOTICE: Contracts must be lodged with the Office of State Revenue for duty assessment within two (2) months of the date the last person executes the Contract
WARNING - If the Buyer is not an Australian Citizen or Permanent Resident or a New Zealand Citizen then FIRB approval (and a special condition to this Contract) may be required.
WARNING - If the Purchase Price is \$750,000 or more a Withholding Tax may apply to this Contract (see 2022 General Condition 3.7).
WARNING - If GST is relevant to this transaction then the relevant GST provision should be outlined in the Special Conditions or in an attached GST Annexure, which forms part of this Contract.

TO: **BJK Genesis Property Pty Ltd RA 74823 ACN 618 296 414 T/A First National Real Estate Genesis ABN 28 618 296 414**
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 **9 Matlock Street**
Suburb **Mount Hawthorn** State **WA** Postcode **6016**
Lot **96** ~~Deposited/Survey/Strata/Diagram/~~Plan **2848** Whole / ~~Part~~ Vol **1910** Folio **932**

A **deposit** of \$ _____ of which \$ **0.00** 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 are incorporated into this Contract so far as they are not varied by or inconsistent with the Conditions or Special Conditions of this Contract.
4. The parties consent to the information in this Contract being used/disclosed by REIWA and the Seller Agent in accordance with the privacy collection notices pursuant to the Australian Privacy Principles that appear on the REIWA and Seller Agent's websites.

SPECIAL CONDITIONS

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

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SPECIAL CONDITIONS - Continued

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

Signature		Date		Signature	
Signature		Date		Signature	

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

Name	RAYMOND THOMAS CROUCH				
Address	9 Matlock Street				
Suburb	Mount Hawthorn	State	WA	Postcode	6016
Name	RHONDA MAE CROUCH				
Address	9 Matlock Street				
Suburb	Mount Hawthorn	State	WA	Postcode	6016

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	
Signature		Date		Signature	

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	

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	

CONVEYANCER (Legal Practitioner/Settlement Agent)

The Parties appoint their Representative below to act on their behalf and consent to Notices being served on that Representative's email address.

	BUYER'S REPRESENTATIVE	SELLER'S REPRESENTATIVE
Name	<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>
Signature		<input style="width: 90%;" type="text"/>
		<input style="width: 90%;" type="text"/>

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04/22

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

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

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

Buyer

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Seller

Signature _____

Name RAYMOND THOMAS CROUCH

Date _____

Signature _____

Name RHONDA MAE CROUCH

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

9 Matlock Street, Mount Hawthorn WA 6016

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

1. The Buyer may at their expense obtain a written Report by 4PM on: (a*) / / *complete (a) or (b) **OR**
(b*) 14 days after acceptance ("Date")

on any Major Structural Defects of the residential Building and of the following described areas

located upon the Property ("**Building**"). If nothing is completed in the blank space then the Building will be the residential Building only.

2. The Buyer must serve a copy of the Report on the Seller, Seller Agent or Seller Representative before the Date.
3. If the Buyer, and Seller Agent or Seller or Seller Representative do not receive the Report before the Date then the Buyer will be deemed to have waived the benefit of this Annexure. Time is of the essence.
4. If the Report identifies Major Structural Defects to the Property's Building, the Buyer may at any time within three (3) Business Days after the Date serve a Major Structural Defects Notice on the Seller, Seller Agent or Seller Representative giving the Seller five (5) Business Days to agree to remedy the Major Structural Defects.
5. If the Seller elects in writing to remedy the Major Structural Defects in the Major Structural Defects Notice then the Settlement Date will be delayed until the later of: (a) three (3) Business Days after the Seller's Work is completed as certified by the Seller's Builder and (b) the Settlement Date.
6. The Seller must do the Work expeditiously and in good and workmanlike manner through a Builder and provide evidence to the Buyer of completion of the Work.
7. If, prior to the Seller commencing Work, the Seller and Buyer wish to agree and do agree an amount to be paid by the Seller to the Buyer then the amount will be deducted from the Purchase Price at Settlement and the Seller will not undertake the Work.
8. If the Seller does not agree to remedy Major Structural Defects within five (5) Business Days from when the Major Structural Defects Notice was served on the Seller, Seller Agent or Seller Representative then:
 - (a) the Buyer may at any time within a further five (5) Business Days after that period ends, give notice in writing to the Seller, Seller Agent or Seller Representative terminating the Contract and the Deposit and other monies paid will be repaid to the Buyer;
 - (b) if the Buyer does not terminate the Contract pursuant to this clause 8, then this Annexure ceases to apply and the Contract continues unaffected by this Annexure.
9. In this Annexure:
 - 9.1 "Builder" means a builder registered in Western Australia with appropriate qualifications and using such other appropriately qualified persons, necessary to remedy the matters set out in the Major Structural Defects Notice.
 - 9.2 "Consultant" means an independent inspector qualified and experienced in undertaking pre-purchase property inspections to ascertain Major Structural Defects.
 - 9.3 "Date" means the date inserted or calculated in clause 1. If nothing is inserted in clause 1 then the Date will be five (5) Business Days from the later of (i) the Contract Date; or (ii) the Latest Time for Financial Approval (if any).
 - 9.4 "Major Structural Defects" means a fault or deviation from the intended structural performance of a building element and is a major defect to the building structure of sufficient magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility, or further deterioration of the building structure. Major Structural Defects does not include any non-structural element, e.g., roof plumbing and roof covering, general gas, water and sanitary plumbing, electrical wiring, partition walls, cabinetry, windows, doors, trims, fencing, minor structures, non-structural damp issues, ceiling linings, floor coverings, decorative finishes such as plastering, painting, tiling etc., general maintenance, or spalling of masonry, fretting of mortar or rusting of primary structural elements.
 - 9.5 "Major Structural Defects Notice" means a Notice in writing from the Buyer to the Seller to provide the Seller with the opportunity to agree to rectify the Major Structural Defects that the Buyer requires to be rectified.
 - 9.6 "Report" means the report performed in accordance with Appendix A of the Standard by a ~~Consultant~~ **Registered Builder** . It is not a special purpose report, nor an all-encompassing report dealing with every aspect of the Property. The Report should only be a reasonable attempt to identify Major Structural Defects to the Building structure pursuant to Appendix "A" of the Standard. The presence of defects will only be relevant in this Annexure when the defects are a Major Structural Defect.
 - 9.7 "Standard" means Australian Standard AS 4349-2007 (as amended from time to time) Inspections of buildings Part 1: Pre-purchase Structural Inspection - Residential buildings).
 - 9.8 "Work" means the work required to rectify the Major Structural Defects set out in the Major Structural Defects Notice.
 - 9.9 Words not defined in this Annexure have the same meaning as defined in the Standard or the 2018 General Conditions.

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR TIMBER PESTS



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ANNEXURE B

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

9 Matlock Street, Mount Hawthorn WA 6016

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

4PM on **complete one*

 / / OR

14 days after acceptance ("Date")

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

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

2. The Buyer must serve a copy of the Report on the Seller, Seller Agent or Seller Representative before the Date.
3. If the Buyer, and Seller, Seller Agent or Seller Representative do not receive the Report before the Date then the Buyer will be deemed to have waived the benefit of this Annexure. Time is of the essence.
4. If the Report identifies Activity on, or Damage to, the Building, the Buyer may at any time within three (3) Business Days after the Date serve a Timber Pest Notice on the Seller, Seller Agent or Seller Representative giving the Seller Five (5) Business Days to agree to Eradicate and/or Repair.
5. If the Seller elects in writing to Eradicate and/or Repair pursuant to the Timber Pest Notice then the Settlement Date will be delayed until the later of: (a) three (3) Business Days after the Seller's Work is completed as certified by, the Seller's Builder in relation to Repair or a Consultant in relation to Eradication or, the later of them if both are required and (b) the Settlement Date.
6. The Seller must do the Work expeditiously and in a good and workmanlike manner through (a) a Builder to Repair or (b) a Consultant to Eradicate, and provide evidence to the Buyer of completion of the Work.
7. If, prior to the Seller commencing the Work, the Seller and Buyer wish to agree and do agree an amount to be paid by the Seller to the Buyer then that amount will be deducted from the Purchase Price at Settlement and the Seller will not undertake the Work.
8. If the Seller does not agree to Eradicate and/or Repair within Five (5) Business Days from when the Timber Pest Notice was served on the Seller, Seller Agent or Seller Representative then
 - (a) the Buyer may at any time within a further Five (5) Business Days after that period ends, give notice in writing to the Seller, Seller Agent or Seller Representative terminating the Contract and the Deposit and other monies paid will be repaid to the Buyer;
 - (b) if the Buyer does not terminate the Contract pursuant to this clause 8, then this Annexure ceases to apply and the Contract continues unaffected by this Annexure.
9. In this Annexure:
 - 9.1 "Activity" means evidence of the presence of current Timber Pests.
 - 9.2 "Builder" means a builder registered in Western Australia with appropriate qualifications and using such other appropriately qualified persons, necessary to Repair any Damage set out in the Timber Pest Notice.
 - 9.3 "Consultant" means an independent inspector qualified and experienced in undertaking, pre-purchase property inspections pursuant to the Standard and Eradication.
 - 9.4 "Damage" means evidence of damage caused by Timber Pests to the Building.
 - 9.5 "Date" means the date inserted or calculated in clause 1. If no date is inserted in clause 1 then the Date will be Five (5) Business Days from the later of: (i) the Contract Date; or (ii) the Latest Time for Finance Approval (if any).
 - 9.6 "Eradicate" and "Eradication" mean the treatment necessary to eradicate Activity affecting the Building.
 - 9.7 "Repair" means the Work necessary to repair any Damage.
 - 9.8 "Report" means a report performed in accordance with the Standard by a Consultant at the Property.
 - 9.9 "Standard" means Australian Standard AS 4349.3-2010 (as amended from time to time) Inspection of buildings Timber Pest Inspections.
 - 9.10 "Timber Pests" means subterranean and dampwood termites, borers of seasoned timber and wood decay fungi as defined in the Standard.
 - 9.11 "Timber Pest Notice" means a Notice in writing from the Buyer to the Seller to provide the Seller with the opportunity to agree to Eradicate and/or Repair that the Buyer requires pursuant to the Report.
 - 9.12 "Work" means the work required to Repair pursuant to the Timber Pest Notice.
 - 9.13 Words not defined in this Annexure have the same meaning as defined in the Standard or the 2018 General Conditions.

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

WESTERN



AUSTRALIA

TITLE NUMBER

Volume Folio

1910 932

RECORD OF CERTIFICATE OF TITLE
UNDER THE TRANSFER OF LAND ACT 1893

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

BG Roberts
REGISTRAR OF TITLES



LAND DESCRIPTION:

LOT 96 ON PLAN 2848

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

RAYMOND THOMAS CROUCH
RHONDA MAE CROUCH
BOTH OF 175 KOOYONG ROAD, RIVERVALE
AS JOINT TENANTS

(T M020073) REGISTERED 15/8/2012

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

1. EASEMENT BENEFIT - SEE PLAN 2848(2) AND SECTION 167A OF THE T.L.A.
2. M020074 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA REGISTERED 15/8/2012.

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: 1910-932 (96/P2848)
PREVIOUS TITLE: 1054-637
PROPERTY STREET ADDRESS: 9 MATLOCK ST, MOUNT HAWTHORN.
LOCAL GOVERNMENT AUTHORITY: CITY OF VINCENT



Transfer E669149
Volume 1054 Folio 637

WESTERN



AUSTRALIA

1910 932

CERTIFICATE OF TITLE



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

I certify that the person described in the First Schedule hereto is the registered proprietor of the undermentioned estate in the undermentioned land subject to the easements and encumbrances shown in the Second Schedule hereto.

Page 1 (of 2 pages) 1910 932
VOL. FOL.

Dated 2nd August, 1991

D. Mulcahy
REGISTRAR OF TITLES



ESTATE AND LAND REFERRED TO

Estate in fee simple in portion of Perthshire Location 1 and being Lot 96 on Plan 2848 (Sheet 2), delineated on the map in the Third Schedule hereto.

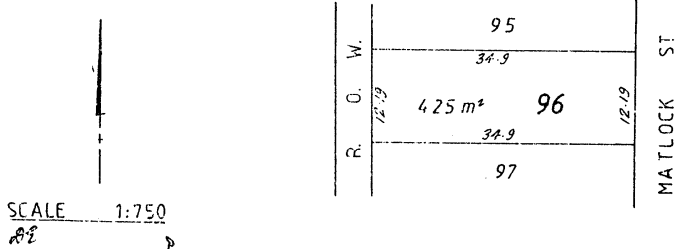
FIRST SCHEDULE (continued overleaf)

~~Lorraine Celia Roney, Lee Anthony Maunsell and Eric John Mack all of 41 Hesperia Avenue, City Beach, as joint tenants.~~

SECOND SCHEDULE (continued overleaf)

~~1. MORTGAGE E669150 to Commonwealth Savings Bank of Australia. Registered 2.8.91 at 11.03 hrs
Discharged F307957 15.9.93~~

THIRD SCHEDULE





NOTE: ENTRIES MAY BE AFFECTED BY SUBSEQUENT ENDORSEMENTS.

E67590/3/89-20M-L/4664

Superseded - Copy for Sketch Only

PERSONS ARE CAUTIONED AGAINST ALTERING OR ADDING TO THIS CERTIFICATE OR ANY NOTIFICATION HEREON

FIRST SCHEDULE (continued)		NOTE: ENTRIES MAY BE AFFECTED BY SUBSEQUENT ENDORSEMENTS				
REGISTERED PROPRIETOR	INSTRUMENT NATURE	INSTRUMENT NUMBER	REGISTERED	TIME	SEAL	CERT. OFFICER
	Transfer	F307956	15.9.93	10.34		

SECOND SCHEDULE (continued)		NOTE: ENTRIES MAY BE AFFECTED BY SUBSEQUENT ENDORSEMENTS									
INSTRUMENT NATURE	INSTRUMENT NUMBER	PARTICULARS	REGISTERED	TIME	SEAL	CERT. OFFICER	REGISTERED OR LODGED	NUMBER	CANCELLATION	SEAL	CERT. OFFICER

LOTS 23-28 INCLU. & PT LOT 22
OF PERTSHIRE LOC 1

AMENDMENT APPROVED
(AREA OF LOTS 20, 21 & 40)

INSPECTOR OF PLANS & SURVEYS DATE
DKT PLANS 36933 (SM) 20.8.03



SCALE = 1:1000
FB 3900
PLAN 587
INDEX PLANS
PERTH 2000 11.28
" " 11.27
" " 12.27
" " 12.28
C/T 133-122
NOW 423-190
APPROVED
23-8-1906

P 002848 F 01



Lot No.	Area (m ²)	Notes	Area (m ²)	Notes	Area (m ²)	Notes	Area (m ²)	Notes	Area (m ²)	Notes	Area (m ²)	Notes	Area (m ²)	Notes	Area (m ²)	Notes	Area (m ²)	Notes	Area (m ²)	Notes		
8	476		445		445		445		445		445		445		445		445		445		445	
9	445		445		445		445		445		445		445		445		445		445		445	
10	445		445		445		445		445		445		445		445		445		445		445	
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12	445		445		445		445		445		445		445		445		445		445		445	
13	476		445		445		445		445		445		445		445		445		445		445	
14	425		425		425		425		425		425		425		425		425		425		425	
15																						
16																						
17	425		425		425		425		425		425		425		425		425		425		425	
18																						
19	425		425		425		425		425		425		425		425		425		425		425	
20	571		569		571		569		571		569		571		569		571		569		571	
21	571		569		571		569		571		569		571		569		571		569		571	
22	425		425		425		425		425		425		425		425		425		425		425	
23																						
24	425		425		425		425		425		425		425		425		425		425		425	
25																						
26																						
27	425		425		425		425		425		425		425		425		425		425		425	
28	476		445		445		445		445		445		445		445		445		445		445	
29	445		445		445		445		445		445		445		445		445		445		445	
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33	476		445		445		445		445		445		445		445		445		445		445	
41	594		444		444		444		444		444		444		444		444		444		444	
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43																						
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45																						
46																						
47	444		444		444		444		444		444		444		444		444		444		444	
48	476		445		445		445		445		445		445		445		445		445		445	
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53	476		445		445		445		445		445		445		445		445		445		445	
54	468		468		468		468		468		468		468		468		468		468		468	
55																						
56																						
57	468		468		468		468		468		468		468		468		468		468		468	
58																						
59	468		468		468		468		468		468		468		468		468		468		468	
60	626		626		626		626		626		626		626		626		626		626		626	
61	619		619		619		619		619		619		619		619		619		619		619	
62	461		461		461		461		461		461		461		461		461		461		461	
63	460		460		460		460		460		460		460		460		460		460		460	
64	460		460		460		460		460		460		460		460		460		460		460	
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67	465		465		465		465		465		465		465		465		465		465		465	
68	476		445		445		445		445		445		445		445		445		445		445	
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71	445		445		445		445		445		445		445		445		445		445		445	
72																						
73																						
74	465		465		465		465		465		465		465		465		465		465		465	
75	464		464		464		464		464		464		464		464		464		464		464	
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79	461		461		461		461		461		461		461		461		461		461		461	
80	619		619		619		619		619		619		619		619		619		619		619	

PLAN 2848(2)
(2 SHEETS)

**LOTS 23-28 INCLU. & PT LOT 22
OF PERTHSHIRE LOC 1**

AMENDMENT APPROVED
(AREA OF LOTS 81 & 100)



P 002848 F 02

B. J. Lewis 20.8.03
INSPECTOR OF PLANS & SURVEYS DATE
DKT PLAN 36933 (SM)

SCALE = 1:1000

FB 3900

PLAN 687

INDEX PLANS

PERTH 2000 12.27

" " " 12.28

C/T 133-122

NOW 423-190

APPROVED
23-8-1906



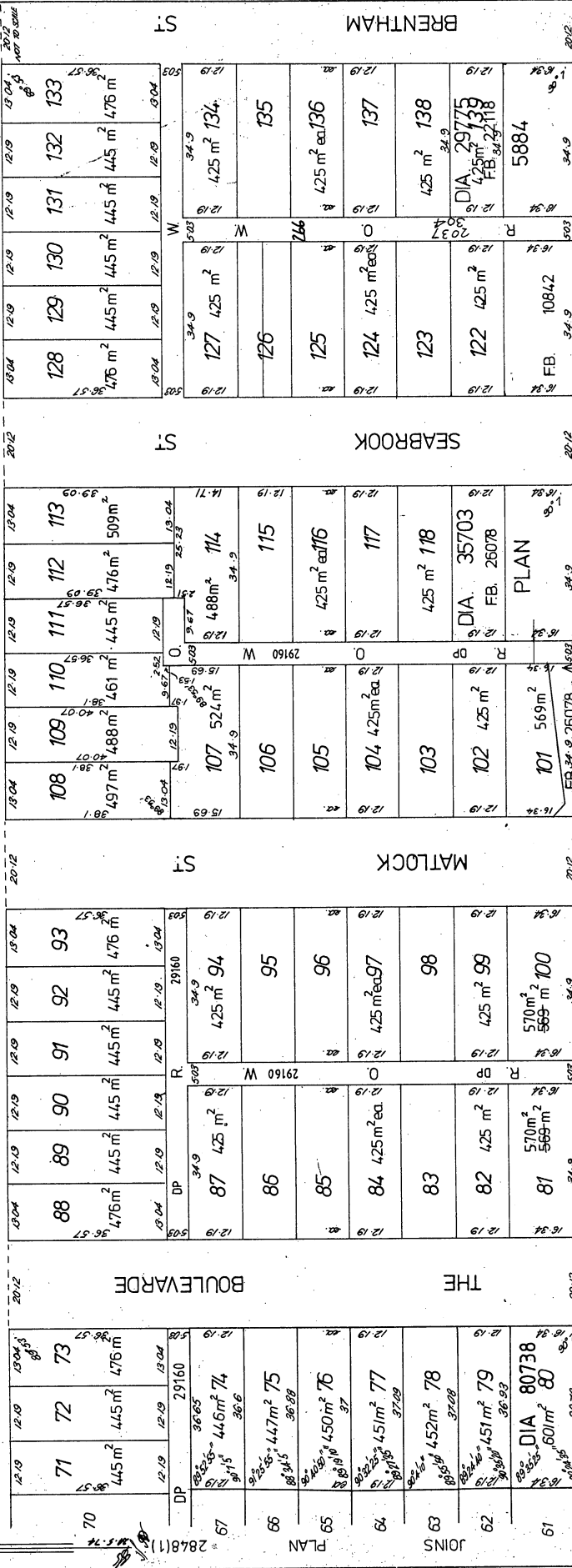
±AA± R.O.W as shown on this Survey
is amended to Lot 2446.

Regulation 6 Transfer of Land (Surveys) Regulation 1995
Covr. 1775-2000-01

Date:7.8.2006.....

ANZAC

RP



BRITANNIA

RP

DIA. 35702

Dedicated
RP 1912.0
G.A. 3-8-68

PLAN 2848(2)
(2 SHEETS)



Plan 2848

Lot	Certificate of Title	Lot Status	Part Lot
0	N/A	Retired	
8	1410/600	Registered	
9	1018/826	Registered	
10	1018/190	Registered	
11	1953/435	Registered	
12	1953/435	Registered	
14	1906/524	Registered	
15	1773/258	Registered	
16	1583/482	Registered	
17	1075/336	Registered	
18	1127/917	Registered	
19	1130/204	Registered	
20	1113/327	Registered	
21	1074/86	Registered	
22	1611/609	Registered	
23	1175/127	Registered	
24	1191/944	Registered	
25	1741/255	Registered	
26	1075/360	Registered	
27	1075/162	Registered	
28	1053/805	Registered	
29	1209/873	Registered	
30	1053/804	Registered	
31	1128/102	Registered	
32	1128/103	Registered	
33	1128/104	Registered	
37	1203/625	Registered	
38	1203/624	Registered	
39	2227/596	Registered	
40	2227/596	Registered	
41	1734/41	Registered	
42	1727/303	Registered	
43	1732/189	Registered	
44	1726/660 (Cancelled)	Registered	
44	2968/49	Registered	
45	1726/660 (Cancelled)	Registered	
45	2968/50	Registered	
46	1906/18	Registered	
47	1795/196	Registered	
48	1008/870	Registered	
49	1560/654	Registered	
50	1002/972	Registered	
51	1074/727	Registered	
52	1796/642	Registered	
53	113/57A	Registered	

Plan 2848

Lot	Certificate of Title	Lot Status	Part Lot
54	1729/513	Registered	
55	1912/924	Registered	
56	1727/337	Registered	
57	1748/388	Registered	
58	1794/585	Registered	
59	1830/927	Registered	
60	1730/912	Registered	
61	1578/310 (Cancelled)	Retired	
62	1581/416	Registered	
63	1584/894	Registered	
64	2066/67	Registered	
65	1596/721	Registered	
66	N/A	Retired	
67	N/A	Retired	
68	2980/249 (Cancelled)	Retired	
68	209/147A (Cancelled)	Retired	
69	209/147A (Cancelled)	Retired	
69	2980/250 (Cancelled)	Retired	
70	1121/981	Registered	
71	1402/290	Registered	
72	1809/661	Registered	
73	2069/293	Registered	
74	1578/414	Registered	
75	1578/425	Registered	
76	1910/634	Registered	
77	1694/286	Registered	
78	1672/153	Registered	
79	1580/82	Registered	
81	1060/638 (Cancelled)	Strata'd	
81	SP71692	Strata'd	
82	1773/158	Registered	
83	1064/430	Registered	
84	1064/52	Registered	
85	1064/53	Registered	
86	1064/54	Registered	
87	1064/55	Registered	
88	21/377A	Registered	
89	1562/791	Registered	
90	753/167	Registered	
91	1336/530	Registered	
92	2053/661	Registered	
93	1735/240	Registered	
94	1054/635	Registered	
95	1054/636	Registered	
96	1910/932	Registered	

Plan 2848

Lot	Certificate of Title	Lot Status	Part Lot
97	1054/638	Registered	
98	1773/690	Registered	
99	1744/694	Registered	
100	1059/885	Registered	
101	2227/648	Registered	
101	1933/503 (Cancelled)	Registered	
102	1737/154	Registered	
103	1053/356	Registered	
104	1760/681	Registered	
105	1053/634	Registered	
106	1054/226	Registered	
107	1853/176	Registered	
108	1885/551	Registered	
109	1860/807	Registered	
110	1849/26	Registered	
111	960/164	Registered	
112	1893/645	Registered	
113	1897/737	Registered	
114	1895/611	Registered	
115	1776/601	Registered	
116	1681/242	Registered	
117	1748/829	Registered	
118	1277/638	Registered	
121	1026/746	Registered	
122	1854/658	Registered	
123	953/139	Registered	
124	1012/1000	Registered	
125	748/145	Registered	
126	N/A	Retired	Yes
127	1813/88	Registered	
128	1654/958	Registered	
129	1668/699	Registered	
130	764/43	Registered	
131	1390/93	Registered	
132	1123/590	Registered	
133	1194/723	Registered	
134	1280/286	Registered	
135	1067/619	Registered	
136	1059/177	Registered	
137	1059/178	Registered	
138	1528/497	Registered	
139	1014/959	Registered	
140	1026/746	Registered	
266	2037/304	Registered	