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 45 Wisteria Parade
Suburb Edgewater State WA Postcode 6027
Lot 265 ~~Deposited/Survey/Strata/Diagram~~/Plan 14377 Whole / ~~Part~~ Vol 1654 Folio 759
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 sellers do warrant the security/alarm system to be in working order.

3. The sellers do not warrant the automatic ignition on the stove top to be in working order

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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	Simon John Ratcliffe				
Address	45 Wisteria Parade				
Suburb	Edgewater	State	WA	Postcode	6027
Name	Allison Jane Ratcliffe				
Address	45 Wisteria Parade				
Suburb	Edgewater	State	WA	Postcode	6027

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 Simon John Ratcliffe

Date _____

Signature _____

Name Allison Jane Ratcliffe

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

45 Wisteria Parade, Edgewater WA 6027

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

45 Wisteria Parade, Edgewater WA 6027

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
1654	**759**

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 265 ON PLAN 14377

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

SIMON JOHN RATCLIFFE
ALLISON JANE RATCLIFFE
BOTH OF 45 WISTERIA PARADE, EDGEWATER
AS JOINT TENANTS

(T J227468) REGISTERED 24/3/2005

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

1. C701067 RESTRICTIVE COVENANT BURDEN REGISTERED 31/1/1984.

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:	1654-759 (265/P14377)
PREVIOUS TITLE:	1654-716
PROPERTY STREET ADDRESS:	45 WISTERIA PDE, EDGEWATER.
LOCAL GOVERNMENT AUTHORITY:	CITY OF JOONDALUP

LANDGATE COPY OF ORIGINAL NOT TO SCALE 29/10/2026 04:12 PM Request number: 70588033

Landgate
www.landgate.wa.gov.au

Superseded - Copy for Sketch Only

LT. 37

ORIGINAL – NOT TO BE REMOVED FROM OFFICE OF

CT 1654 0759 F

1654 759

Application C649785

Volume 1654 Folio 716

WESTERN AUSTRALIA

CERTIFICATE OF TITLE

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

VOL. 1654 FOL. 759

Page 1 (of 2 pages)

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.

REGISTRAR OF TITLES

Dated 4th November, 1983

ESTATE AND LAND REFERRED TO

Estate in fee simple in portion of Swan Location 5842 and being Lot 265 on Plan 14377 (Sheet 2), delineated and coloured green on the map in the Third Schedule hereto, limited however to the natural surface and therefrom to a depth of 12.19 metres.

FIRST SCHEDULE (continued overleaf)

~~Phoenix Properties Pty. Ltd., of Second Floor, 10 Outram Street, West Perth~~

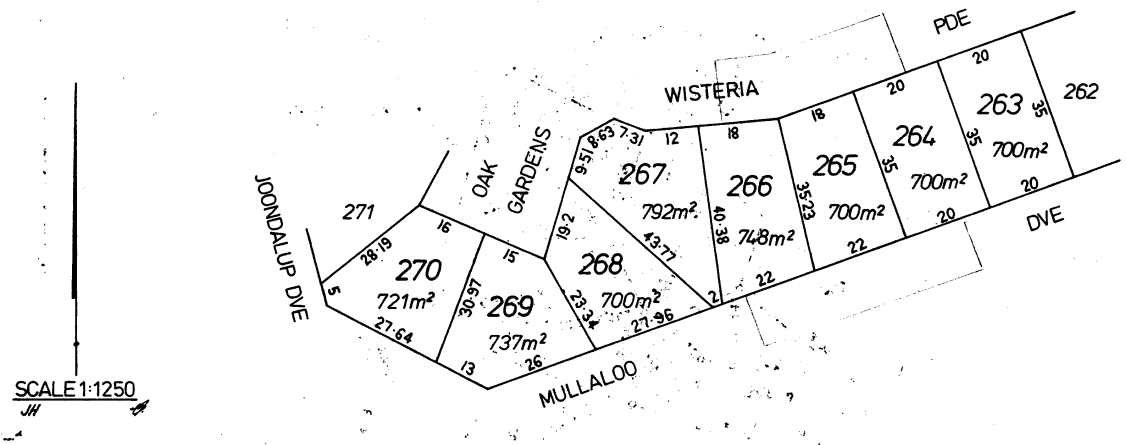
SECOND SCHEDULE (continued overleaf)

~~1. MORTGAGE G594501 to A.G.C.(General Finance) Limited. Registered 1.8.83 at 2.40 o'c.~~

Discharged C701066 31.1.84

REGISTRAR OF TITLES

THIRD SCHEDULE



SCALE 1:1250

JH

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

NOTE: RULING THROUGH AND SEALING WITH THE OFFICE SEAL INDICATES THAT AN ENTRY NO LONGER HAS EFFECT. ENTRIES NOT RULED THROUGH MAY BE AFFECTED BY SUBSEQUENT ENDORSEMENTS.

72009/12/77–45M–S/2860

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Landgate

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LT. 37

FIRST SCHEDULE (continued)

NOTE: RULING THROUGH AND SEALING WITH THE OFFICE SEAL INDICATES THAT AN ENTRY NO LONGER HAS EFFECT. ENTRIES NOT RULED THROUGH MAY BE AFFECTED BY SUBSEQUENT ENDORSEMENTS.

REGISTERED PROPRIETOR	INSTRUMENT NATURE	INSTRUMENT NUMBER	REGISTERED	TIME	SEAL	INITIALS
~~Maurice Weir, Pensioner and Nancy Weir, Home Duties, both of 4 Intrepid Court, Two Rocks, as joint tenants.~~	~~Transfer~~	~~C701067~~	~~31.1.84~~	~~3.31~~		
~~Geoffrey Michael Marriott, Bricklayer and Nita Lorraine O'Dell, Home Duties, both of 35B Koomba~~ Way, Kallaroo, ~~as joint tenants.~~	~~Transfer~~	~~D72171~~	~~22.7.85~~	~~11.01~~		
~~The correct address of the registered proprietors is now 12 Triton Place, Mullaloo.~~	~~By~~	~~D166752~~	~~16.12.85~~	~~9.02~~		
Paul Bernard John Carney, Unemployed and Lorraine Carney, Home Duties, both 16 St. Clair Circle, Edgewater, as joint tenants.	Transfer	D724850	15.4.88	13.42		
David McKay and Elizabeth Eleanor McKay both of 45 Wisteria Parade, Edgewater as joint tenants.	Transfer	F668560	8.9.94	14.28		
Kelvyn Donald Groat and Suzanne Mildred Groat both of 45 Wisteria Parade, Edgewater as joint tenants.	Transfer	G831704	29.6.98	8.41		

SECOND SCHEDULE (continued)

NOTE: RULING THROUGH AND SEALING WITH THE OFFICE SEAL INDICATES THAT AN ENTRY NO LONGER HAS EFFECT. ENTRIES NOT RULED THROUGH MAY BE AFFECTED BY SUBSEQUENT ENDORSEMENTS.

INSTRUMENT NATURE	INSTRUMENT NUMBER	PARTICULARS	REGISTERED	TIME	SEAL	INITIALS	CANCELLATION	NUMBER	REGISTERED OR LODGED	SEAL	INITIALS
Transfer	C701067	contains a restrictive covenant.	31.1.84	3.31							
~~Mortgage~~	~~D166752~~	~~to The Commissioners of The Rural & Industries Bank of Western Australia.~~	~~16.12.85~~	~~9.02~~			Discharged	D724849	15.4.88		
Mortgage	D724851	to Home Building Society.	15.4.88	13.42			Discharged	F668558	8.9.94		
Caveat	E337666	As to the interest of Paul Bernard John Carney only: Lodged 10.4.90 at 15.55 hrs.					Withdrawn	F668559	8.9.94		
Mortgage	F668561	to Town & Country Bank Ltd.	8.9.94	14.28			Discharged	G831703	29.6.98		
Mortgage	G860267	to Westpac Banking Corporation.	28.7.98	8.22							

CERTIFICATE OF TITLE VOL. 1654 759

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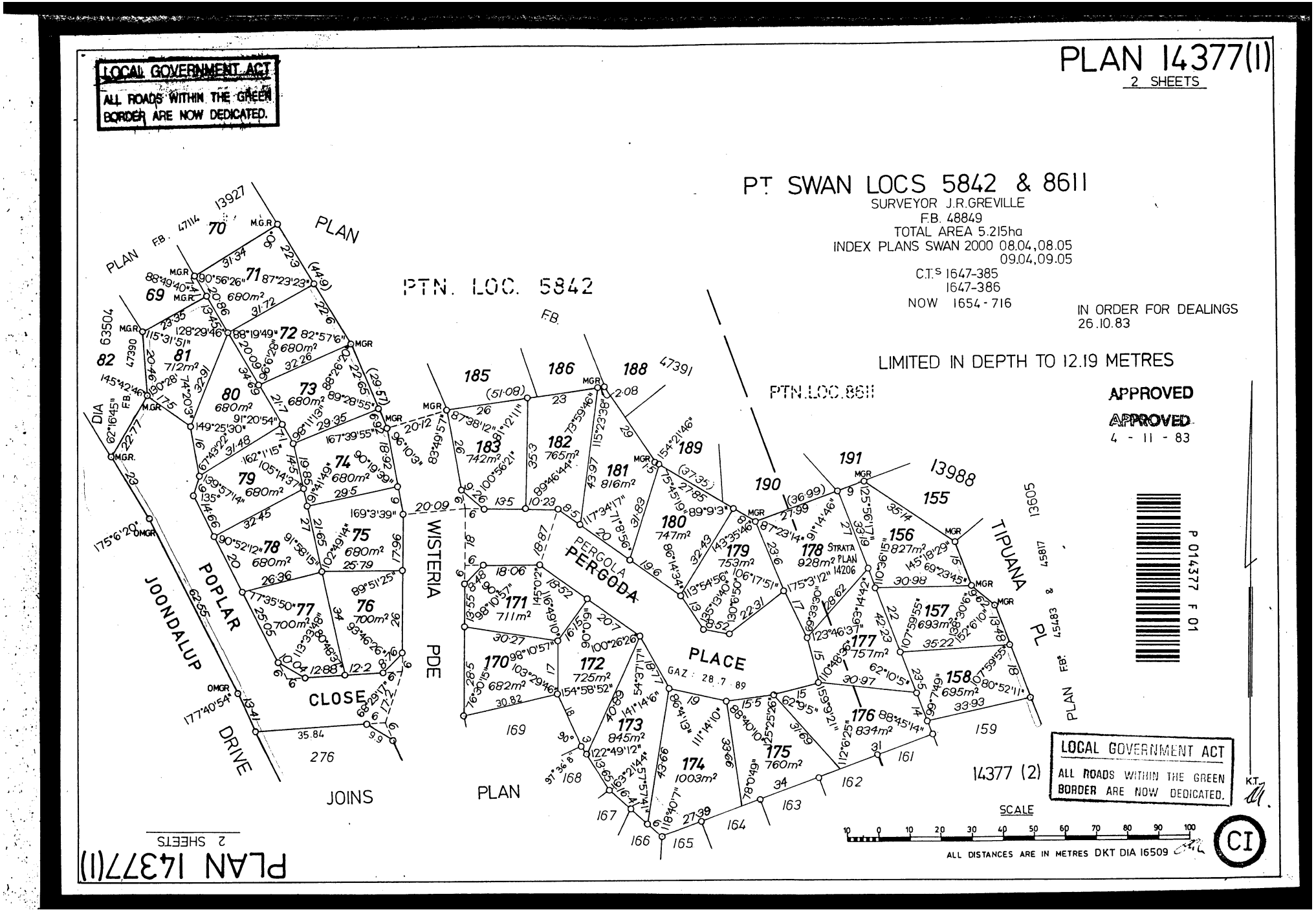

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PLAN 14377(2)

2 SHEETS

P 014377 F 02

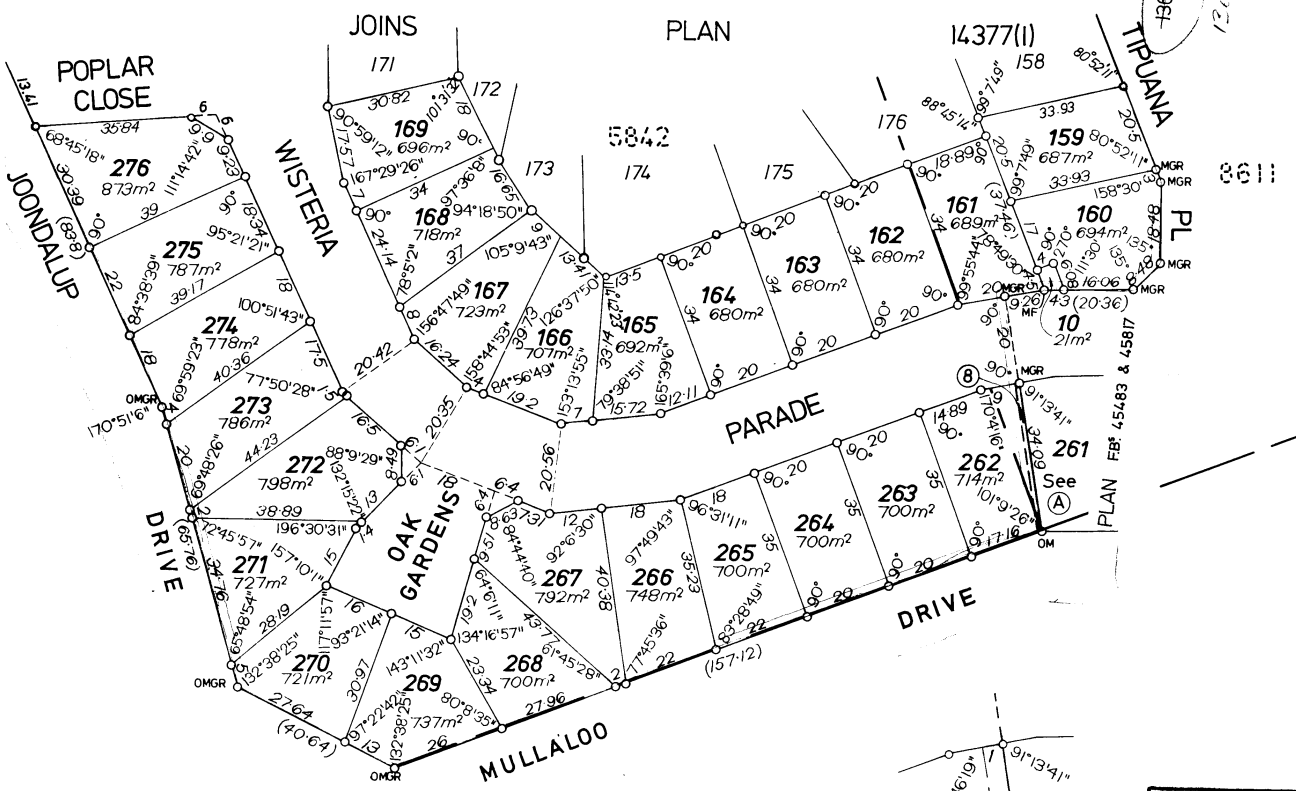
PT SWAN LOCS 5842 & 8611

SURVEYOR J.R.GREVILLE
F.B. 48849
TOTAL AREA 5.215ha
INDEX PLANS SWAN 2000 08.04, 08.05
09.04, 09.05

LIMITED IN DEPTH TO 12.19 METRES

IN ORDER FOR DEALINGS
26. 10. 83

C.T.s 1647-385
1647-386
NOW 1654-716



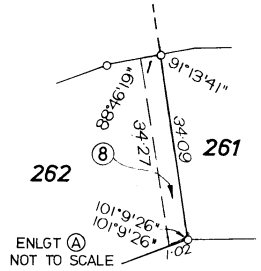
⑧ EASEMENT TO STATE ENERGY COMISSION UNDER REGULATION 8 OF SECTION 27A OF THE T.P. & D. ACT

APPROVED

APPROVED
4 - 11 - 83

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

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



SCALE
10 0 10 20 30 40 50 60 70 80 90 100
ALL DISTANCES ARE IN METRES DKT DIA 16509

CI

PLAN 14377(2)
2 SHEETS

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Plan 14377

Lot	Certificate of Title	Lot Status	Part Lot
10	1655/636	Registered	
71	1654/717	Registered	
72	1654/718	Registered	
73	1654/719	Registered	
74	1654/720	Registered	
75	1654/721	Registered	
76	1654/722	Registered	
77	1654/723	Registered	
78	1654/724	Registered	
79	1654/725	Registered	
80	1654/726	Registered	
81	1654/727	Registered	
156	1912/904	Registered	
157	1654/729	Registered	
158	SP82871	Strata'd	
158	1654/730 (Cancelled)	Strata'd	
159	1654/731	Registered	
160	1654/732	Registered	
161	1654/733	Registered	
162	1654/734	Registered	
163	1654/735	Registered	
164	1654/736	Registered	
165	1654/737	Registered	
166	1654/738	Registered	
167	1654/739	Registered	
168	1654/740	Registered	
169	1654/741	Registered	
170	1654/742	Registered	
171	1654/743	Registered	
172	1654/744	Registered	
173	1654/745	Registered	
174	1654/746	Registered	
175	1654/747	Registered	
176	1654/748	Registered	
177	1654/749	Registered	
178	SP14206	Strata'd	
179	1654/751	Registered	
180	1654/752	Registered	
181	1654/753	Registered	
182	1654/754	Registered	
183	1654/755	Registered	
262	1654/756	Registered	
263	1654/757	Registered	
264	1654/758	Registered	
265	1654/759	Registered	

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Plan 14377

Lot	Certificate of Title	Lot Status	Part Lot
266	1654/760	Registered	
267	1654/761	Registered	
268	1654/762	Registered	
269	1654/763	Registered	
270	1654/764	Registered	
271	1654/765	Registered	
272	1654/766	Registered	
273	1654/767	Registered	
274	1654/768	Registered	
275	1654/769	Registered	
276	SP36687	Strata'd	

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INSTRUMENT DATED 14.1.84
Form T2. 278-25
STAMPED $ $5
$5 DUTY PAYABLE HEREON STAMP ACT 1921
for COMMISSIONER OF STATE TAXATION

$5

WESTERN AUSTRALIA STAMP DUTY
25JAN84 3E383163 S/D $5.00

WESTERN AUSTRALIA.
Transfer of Land Act 1893 as amended
TRANSFER OF LAND

No. C701067

DESCRIPTION OF LAND BEING TRANSFERRED. State whether whole or part of land comprised in Certificate of Title and/or Crown Lease.

Portion of Swan Location 5842 and being Lot 265 on Plan 14377 (Sheet 2), limited however to the natural surface and therefrom to a depth of 12.19 metres, and being the whole of the land comprised in Certificate of title Volume 1654 Folio 759.

ESTATE AND INTEREST BEING TRANSFERRED. Fee simple, Leasehold or as the case may be.

FEE SIMPLE

ENCUMBRANCES. If none, insert "Nil"

NIL

TRANSFEROR. Full name, address and occupation.

PHOENIX PROPERTIES PTY. LTD. of Second Floor, 10 Outram Street, West Perth.

CONSIDERATION IN WORDS.

FIFTEEN THOUSAND NINE HUNDRED DOLLARS ($15,900.00)

TRANSFEREE. Full name, address and occupation. If a minor, state date of birth. If two or more state whether as Joint Tenants or Tenants in Common If Tenants in Common, specify shares.

MAURICE WEIR, Pensioner and NANCY WEIR, Home Duties both of 4 Intrepid Court, Two Rocks as joint tenants.

FORM APPROVAL No. 023 REGISTRAR OF TITLES

If insufficient space hereon sections may be added on page 2 or on an annexure sheet. See Note 3 on back hereof.

Sands & McDougall
STOCK FORM 317

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THE TRANSFEROR for the consideration herein expressed HEREBY TRANSFERS TO THE TRANSFEREE the estate and interest herein specified in the land above described subject to the encumbrances as shown hereon (a)

a. Here set forth: any Easements to be created as appurtenant to the land commencing with the words "together with" and/or any Reservations hereby created encumbering the land commencing with the words "Reserving to" and/or any Restrictive Covenants hereby created.

COVENANT TO BE CREATED:

And the transferees for themselves and their successors in title and the registered proprietor for the time being of the land hereby transferred hereby covenant with the transferor and its successors in title and the registered proprietor(s) of the land to which the benefit of the following covenants is appurtenant more particularly described hereunder that :

1. The transferee will not erect or permit or suffer the erection on the said land of any dwelling unless the external building material is brick.

2. The transferee will not carry out or permit to be carried out or suffer the carrying out on the said land of any landscaping to the front elevation only unless the same is compatible with landscaping within the Edgewater Development.

3. And the benefits of these covenants is appurtenant to all of the LOTS on Plan 14377 except the within transferred Lot 265.

Covenant
7/2/14

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Dated this 24th day of January 1984

TRANSFERORS SIGN HERE (see note 1)

b. Signature.

c. Signature, address and occupation of witness. (See note 2)

d. Add attestations as required.

Signed (b) THE COMMON SEAL OF PHOENIX PROPERTIES PTY. LTD. was hereunto affixed by authority of the Board of Directors in the presence of:

in the presence of (c)

PHOENIX PROPERTIES PTY. LTD. COMMON SEAL

Signed (b)

in the presence of (c) DIRECTOR: Kevin Sullivan

(d)

SECRETARY: [signature]

TRANSFEREES AND OTHER PARTIES SIGN HERE (see note 1)

Signed (b) Maurice Weir M Weir

in the presence of (c)

WITNESS: F. Nicholson
ADDRESS: 6. BLAXLAND AVE YANCHEP.
OCCUPATION: HOUSEWIFE

Signed (b) N Weir

in the presence of (c) F. Nicholson

(d)

WITNESS: F. Nicholson
ADDRESS: 6. BLAXLAND AVE YANCHEP.
OCCUPATION: HOUSEWIFE

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No. C701067

TRANSFER

NOTES.

1. A separate attestation should be made by each person signing this document; i.e. each signature should be separately witnessed.
2. If executed within the Commonwealth of Australia or its Territories witnesses must be 18 years of age or over and not a party to this document. If executed outside the Commonwealth of Australia or its Territories the witness should be one of the persons listed in Section 145 of the Transfer of Land Act.
3. If any of the boxed sections on page 1 has insufficient space then the relevant information may be added on page 2 herein. If further space is required use Annexure Form B1. Appropriate headings should be shown in each case. The boxed sections should only contain the words "See page 2" or "See Annexure 'A' (or as the case may be) attached". Annexure sheets should be dated, signed by the persons signing this document and their witnesses and be pinned to this form.
4. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.

FEES (office use)	$	c
	27	

Parties PHOENIX PROPERTIES PTY. LTD.

-to-

M. & N. WEIR

Lodged by TERRACE SETTLEMENTS

Address 200 St. George's Te
Perth, W.A. 6(

Phone No. 321 6222 321 7706

TERRACE SETTLEMENTS,
200 ST. GEORGE'S TCE., PERTH
PHONE 321 7706

Use this space for instructions if any documents are to issue to other than lodging party.

2

Titles, Crown Leases, Declarations, etc., lodged with this document. (To be filled in by person lodging.)

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

Received items
No's

Rec. Clerk.

BELOW THIS LINE FOR OFFICE USE ONLY

Encumbrances not notified on face.

8

New Titles to issue or Endorsing instruction.

NE2

9

EXAMINED.

7/2/84

Registered 31st January 1984

at 3.31 o'clock and

particulars entered in the Register Book.

Initials of Signing Officer

N.J. Smyth

REGISTRAR OF TITLES

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