

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:
Address
Suburb State Postcode

As Agent for the Seller / ~~Buyer~~

THE BUYER

Name
Address
Suburb State Postcode
Name
Address
Suburb State Postcode

EMAIL: The Buyer consents to Notices being served at:

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

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

SCHEDULE

The **Property** at:
Address
Suburb State Postcode
Lot Deposited/Survey/Strata/Diagram/Plan Whole / Part Vol Folio

A **deposit** of \$ of which \$ is paid now and \$ to be paid within days of acceptance
to be held by

("the Deposit Holder"). The balance of the Purchase Price to be paid on the Settlement Date.

Purchase Price
Settlement Date
Property Chattels including

GST WITHHOLDING

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

FINANCE CLAUSE IS APPLICABLE
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:
 - (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.

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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	Kathleen Walker		
Address	52 Carawatha Avenue		
Suburb	Mount Nasura	State	WA
Postcode	6112		
Name			
Address			
Suburb		State	
Postcode			

EMAIL: The Seller consents to Notices being served at:

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

Signature		Date		Signature		Date	
Signature		Date		Signature		Date	

RECEIPT OF DOCUMENTS

The Buyer acknowledges receipt of the following documents:

1. This offer and acceptance
2. Strata disclosure & attachments (if strata)
3. 2022 General Conditions
4. Certificate of Title

5. Annexure of changes to General Conditions (form 198)

Signature		Signature	
-----------	--	-----------	--

RECEIPT OF DOCUMENTS

The Seller acknowledges receipt of the following documents:

1. This offer and acceptance
2. 2022 General Conditions

3. Annexure of changes to General Conditions (form 198)

Signature		Signature	
-----------	--	-----------	--

CONVEYANCER (Legal Practitioner/Settlement Agent)

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

BUYER'S REPRESENTATIVE	SELLER'S REPRESENTATIVE
Name	
Signature	

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01/25

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

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

	CONDITION	CHANGES
1.	3.10(a)	Delete subclause (1).
2.	3.11	Delete clause 3.11.
3.	26.1 definition of "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 Kathleen Walker

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

AUSTRALIAN STANDARD PRE-PURCHASE
INSPECTION FOR MAJOR STRUCTURAL DEFECTS



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ANNEXURE A

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

52 Carawatha Avenue, Mount Nasura WA 6112

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

- 1. The Buyer may at their expense obtain a written Report on any Major Structural Defects of the residential building and of the following described areas Located upon the Property ("Building"). If nothing is completed in the blank space then the Building will be the residential Building only.
2. The Buyer must serve a copy of the Report on the Seller, Seller Agent or Seller Representative by 4PM on: *complete (a) or (b)
(a*) / / OR (b*) 14 days after acceptance ("Date")
3. If the Buyer, and Seller Agent or Seller or Seller Representative do not receive the Report before the Date then the Buyer will be deemed to have waived the benefit of this Annexure. Time is of the essence.
4. If the Report identifies Major Structural Defects to the Property's Building, the Buyer may at any time but no later than three (3) Business Days after the Date serve a Major Structural Defects Notice on the Seller, Seller Agent or Seller Representative giving the Seller five (5) Business Days to agree to remedy the Major Structural Defects.
5. If the Seller elects in writing to remedy the Major Structural Defects in the Major Structural Defects Notice then the Settlement Date will be delayed until the later of: (a) three (3) Business Days after the Seller's Work is completed as certified by the Seller's Builder and (b) the Settlement Date.
6. The Seller must do the Work expeditiously and in good and workmanlike manner through a Builder and provide evidence to the Buyer of completion of the Work.
7. If, prior to the Seller commencing Work, the Seller and Buyer wish to agree and do agree an amount to be paid by the Seller to the Buyer then the amount will be deducted from the Purchase Price at Settlement and the Seller will not undertake the Work.
8. If the Seller does not agree in writing to remedy Major Structural Defects within five (5) Business Days from when the Major Structural Defects Notice was served on the Seller, Seller Agent or Seller Representative then:
(a) At any time within a further Five (5) Business Days after (1) that period ending (if no notice is given by the seller); or (2) the date notice in writing is given by the Seller to the Buyer, the Buyer may give notice in writing to the Seller, Seller Agent or Seller Representative terminating the Contract and the Deposit and other monies paid will be repaid to the Buyer;
(b) if the Buyer does not terminate the Contract pursuant to this clause 8, then this Annexure ceases to apply and the Contract continues unaffected by this Annexure.
9. In this Annexure:
9.1 "Builder" means a registered building service contractor (as defined in the Building Services (Registration) Act 2011WA) qualified to remedy the matters set out in the Major Structural Defects Notice.
9.2 "Consultant" means an independent inspector qualified and experienced in undertaking pre-purchase property inspections to ascertain Major Structural Defects.
9.3 "Date" means the date inserted or calculated in clause 2. If nothing is inserted in clause 2 then the Date will be five (5) Business Days from the later of (i) the Contract Date; or (ii) the Latest Time for Financial Approval (if any).
9.4 "Major Structural Defects" means a fault or deviation from the intended structural performance of a building element and is a major defect to the building structure of sufficient magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility, or further deterioration of the building structure. Major Structural Defects does not include any non-structural element, e.g., roof plumbing and roof covering, general gas, water and sanitary plumbing, electrical wiring, partition walls, cabinetry, windows, doors, trims, fencing, minor structures, non-structural damp issues, ceiling linings, floor coverings, decorative finishes such as plastering, painting, tiling etc., general maintenance, or spalling of masonry, fretting of mortar or rusting of primary structural elements.
9.5 "Major Structural Defects Notice" means a Notice in writing from the Buyer to the Seller to provide the Seller with the opportunity to agree to rectify the Major Structural Defects that the Buyer requires to be rectified.
9.6 "Report" means the report performed in accordance with Appendix A of the Standard by a Registered Builder. It is not a special purpose report, nor an all-encompassing report dealing with every aspect of the Property. The Report should only be a reasonable attempt to identify Major Structural Defects to the Building structure pursuant to Appendix "A" of the Standard. The presence of defects will only be relevant in this Annexure when the defects are a Major Structural Defect.
9.7 "Standard" means Australian Standard AS 4349-2007 (as amended from time to time) Inspections of buildings Part 1: Pre-purchase Structural Inspection - Residential buildings).
9.8 "Work" means the work required to rectify the Major Structural Defects set out in the Major Structural Defects Notice.
9.9 Words not defined in this Annexure have the same meaning as defined in the Standard or the 2022 General Conditions.

BUYER SIGNATURE BUYER SIGNATURE SELLER SIGNATURE SELLER SIGNATURE
BUYER SIGNATURE BUYER SIGNATURE SELLER SIGNATURE SELLER SIGNATURE

ANNEXURE

B

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

52 Carawatha Avenue, Mount Nasura WA 6112

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
<div></div>	<div></div>	<div></div>	<div></div>
BUYER SIGNATURE	BUYER SIGNATURE	SELLER SIGNATURE	SELLER SIGNATURE
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WESTERN



AUSTRALIA

TITLE NUMBER

Volume

Folio

1487

985

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



LAND DESCRIPTION:

LOT 251 ON PLAN 12151

REGISTERED PROPRIETOR: (FIRST SCHEDULE)

KATHLEEN WALKER OF 52 CARAWATHA AVENUE MOUNT NASURA WA 6112

(ND P992636) REGISTERED 17/5/2024

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

1. B436706 EASEMENT TO SHIRE OF ARMADALE-KELMSCOTT. SEE SKETCH ON VOL 1487 FOL 985.
REGISTERED 21/11/1977.

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: 1487-985 (251/P12151)
PREVIOUS TITLE: 1487-958
PROPERTY STREET ADDRESS: 52 CARAWATHA AV, MOUNT NASURA.
LOCAL GOVERNMENT AUTHORITY: CITY OF ARMADALE





ORIGINAL - NOT TO BE REMOVED FROM OFFICE OF T

CT 1487 0985 F



Application B436708

WESTERN

AUSTRALIA

Volume 1487 Folio 958

1487 985



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.

DATED 21st November, 1977

REGISTRAR OF TITLES



ESTATE AND LAND REFERRED TO

Estate in fee simple in portion of Canning Location 31 and being Lot 251 on Plan 12151, delineated and coloured green on the map in the Third Schedule hereto.

FIRST SCHEDULE (continued overleaf)

F.C.A. Finance Pty. Limited of 191 Saint George's Terrace, Perth.

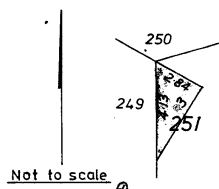
SECOND SCHEDULE (continued overleaf)

1. TRANSFER B436706. The right to enter upon the portion of the within land coloured blue on the map in the margin for the purpose of exercising certain drainage rights as set out in the said Transfer is granted to Shire of Armadale-Kelmscott. Registered 21.11.77 at 2.27 o'clock.

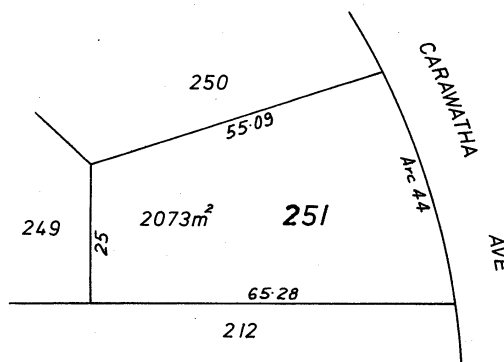
Handwritten signature

REGISTRAR OF TITLES

THIRD SCHEDULE



Scale 1:1000



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.

53083/12/75-20M-S/2860

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

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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		REGISTERED	TIME	SEAL	INITIALS
NATURE	NUMBER						
Demarie Nominees Pty. Ltd. of 64 Kings Park Road, West Perth.	B704756	Transfer	1-5-79	2-44	2-44	Seal	Seal
Geert Klaas De Jonge, Retail Jeweller and Gertruida Elizabeth De Jonge, Housewife, both of 124 Perth Avenue, Armadale, as joint tenants.	0374395	Transfer	10-6-82	9-03	9-03	Seal	Seal
Kerry Wilton Baker of Unit 1, 1603 Anzac Parade, La Perouse, Sydney, New South Wales, Executive Director.	D138100	Transfer	30.10.85	3.52	3.52	Seal	Seal
William James Clifford, and Marjorie Lorraine Clifford, both of 9 Arnel Street, Kelmscott, as joint tenants.	D844182	Transfer	12.8.88	15.00	15.00	Seal	Seal
Stephen Paul Blackwell and Patricia Gaye Blackwell both of 52 Carrawatha Avenue, Armadale, as joint tenants.	F181358	Transfer	5.5.93	12.40	12.40	Seal	Seal
The correct address of the registered proprietors is now 52 Carawatha Avenue, Armadale.	G933551	By	23.10.98	8.11	8.11	Seal	Seal

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.

PARTICULARS		REGISTERED	TIME	SEAL	INITIALS	CANCELLATION	NUMBER	REGISTERED OR LODGED	SEAL	INITIALS
NATURE	NUMBER									
Mortgage	B704759	to Finance Corporation of Australia Limited.	1-5-79	2-44	Seal	Discharged	C371394	10.6.82	Seal	Seal
Mortgage	0374396	to Australia and New Zealand Banking Group Limited.	10-6-82	9-03	Seal	Discharged	D138099	30.10.85	Seal	Seal
Mortgage	D201592	to Defence Service Homes Corporation.	19.2.86	12.40	Seal	Discharged	D844181	12.8.88	Seal	Seal
Mortgage	G498524	to Westpac Banking Corporation.	11.6.97	8.43	Seal	Discharged	G933550	23.10.98	Seal	Seal
Mortgage	G933551	to Westpac Banking Corporation.	23.10.98	8.11	Seal	Discharged	G933550	23.10.98	Seal	Seal

CERTIFICATE OF TITLE VOL. 1487 985

PLAN 12151



Lot No.	Certificates of Title	Lot No.	Certificates of Title
201	1487-964	235	1487-977
202	1487-965	236	1487-978
203	1487-966	237	1487-979
204	1487-967	238	1487-980
209	1487-968	239	1487-981
210	1487-969	240	1487-982
211	1487-970	241	1487-983
212	VESTED REVESTED	242	1487-962, 1487-1000
213	1487-971	243	1487-962, 1487-998
214	1487-972	244	1487-962, 1487-999
215	1487-959, 1487-988	245	1487-962, 1488-301
216	1487-959, 1487-986	246	1487-984
217	1487-959, 1487-987	247	1487-963, 1488-304
222	1487-973	248	1487-963, 1488-302
223	1487-974	249	1487-963, 1488-303, 1943-118
224	1487-960, 1487-992	250	1487-963, 1488-305
225	1487-960, 1487-989	251	1487-985
226	1487-960, 1487-990		
227	1487-960, 1487-991		
228	1487-960, 1487-993		
229	1487-961, 1487-996		
230	1487-961, 1487-994		
231	1487-961, 1487-995		
232	1487-961, 1487-997		
233	1487-975		
234	1487-976		

49359/2/69- 0



Plan 12151

Lot	Certificate of Title	Lot Status	Part Lot
0	N/A	Retired	
55	1487/958 (Cancelled)	Registered	
55	2783/138	Registered	
201	1487/964	Registered	
202	1487/965	Registered	
203	1487/966	Registered	
204	1487/967	Registered	
209	1487/968	Registered	
210	1487/969	Registered	
211	1487/970	Registered	
213	1487/971	Registered	
214	1487/972	Registered	
215	1487/988	Registered	
216	1487/986	Registered	
217	1487/987	Registered	
222	1487/973	Registered	
223	1487/974	Registered	
224	1487/992	Registered	
225	1487/989	Registered	
226	1487/990	Registered	
227	1487/991	Registered	
228	1487/993	Registered	
229	1487/996	Registered	
230	1487/994	Registered	
231	1487/995	Registered	
232	1487/997	Registered	
233	1487/975	Registered	
234	1487/976	Registered	
235	1487/977	Registered	
236	1487/978	Registered	
237	1487/979	Registered	
238	1487/980	Registered	
239	1487/981	Registered	
240	1487/982	Registered	
241	1487/983	Registered	
242	1487/1000	Registered	
243	1487/998	Registered	
244	1487/999	Registered	
245	1488/301	Registered	
246	1487/984	Registered	
247	1488/304	Registered	
248	1488/302	Registered	
249	1943/118	Registered	
250	1488/305	Registered	
251	1487/985	Registered	

Plan 12151

Lot	Certificate of Title	Lot Status	Part Lot
3026	LR3148/102	Registered	



for COMMISSIONER OF STATE TAXATION

14-07-77 435184 \$ * * D NOPLST \$***0.00

WESTERN AUSTRALIA.
Transfer of Land Act 1893 as amended

No.

Blank Instrument Form (see footnote)

B436706

DRAINAGE EASEMENT

Insert type of
document here.

THIS DEED OF EASEMENT is made the 14th day of November .
One thousand nine hundred and seventy-seven

BETWEEN

F.C.A. FINANCE PTY. LIMITED of 191 Saint George's Terrace
Perth in the State of Western Australia (hereinafter called
"the Grantor" which expression where the Contract so admits or
requires shall extend to its successors and transferees) of the
one part

AND

SHIRE OF ARMADALE-KELMSCOTE of Jull Street Armadale in the
said State (hereinafter called "the Grantee" which expression
where the context so admits or requires shall extend to and
include its successors in title and assigns) of the other part .



WHEREAS :-

The Grantor is registered as the proprietor of an
estate in fee simple subject to the encumbrances (if any)
hereinafter set out in all that piece or parcel of
land being :-

Portion of Canning Location 31 and being part of the
land on Diagram 15597 and being the whole of the land
comprised in Certificate of Title Volume 1150 Folio 699
*Now Lots 248, 249 and 251 on Plan 2151 comprised
in Volume 1481 Folios 963 and 985.*

B. The Grantor has agreed as a condition of subdivision
of the said land to grant to the Grantee an easement
for drainage purposes over portion thereof.

NOW THIS DEED WITNESSETH as follows :-

1. THE Grantor HEREBY GRANTS TO THE Grantee the full
and free right and liberty to enter upon the said land of the
Grantor delineated and coloured blue on the said plans in the
Schedule hereto (by its agents engineers servants workmen and
others and with or without vehicles and plant) and to excavate
and construct thereon such drains and works associated therewith

NOTE: This Form may be used only when the "Box Type" Form is not suitable. It may be completed in narrative style.

195 RV-2

as it sees fit and at all times to discharge and to convey storm and other waste water along the said drains so constructed and for this purpose to enter upon the said land of the Grantor. delineated and coloured blue in the said plans (by its agents engineers servants workmen and others and with or without vehicles and plant) and to inspect cleanse take up repair and reconstruct the drains and works or any part or parts thereof.

2. THE Grantor HEREBY COVENANTS with the Grantee so as to bind the land of the Grantor :-

- (a) that the said drains and works shall at all times remain on the land of the Grantor and be used for the purpose aforesaid;
- (b) that the Grantor will not plant or permit to be planted any trees or other plants which may damage or affect in any way the said drains and works;
- (c) that the Grantor will not without the prior written permission of the Grantee and subject to such conditions as the Grantee may impose erect any buildings or structures of any kind whatsoever on the said land delineated and coloured blue in the said plans.

3. THE Grantee HEREBY COVENANTS with the Grantor :-

- (a) to exercise the easement hereby granted in such manner as to cause as little inconvenience as practicable to the land of the Grantor;
- (b) forthwith to remedy and make good any damage to the land of the Grantor which may result from the exercise of this easement by the Grantee.

4. THE Grantor agrees to pay the costs of and incidental to the instructions for and the preparation stamping and registration of this Deed in duplicate.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and common seals the day and year first hereinbefore written.

1005 RV-2

ENCUMBRANCES

Nil

SEALED with the seals of
Arthur Ross Fisher
and *Donald Arthur Lam*
the duly appointed Attorneys
of *Finance Corporation of*
Australia Limited and signed
by them for and on behalf of
the said Company in the
presence of:

Finance Corporation of
~~FINANCE CORPORATION OF~~
~~AUSTRALIA LIMITED~~

By its Attorneys

H.R. Fisher

[Signature]
.....
Commissioner for Declarations

THE COMMON SEAL of SHIRE OF)
ARMADALE-KELMSCOTT was here-)
unto affixed in the presence)
of:)

President *[Signature]*

Shire Clerk *[Signature]*

195 RV-2



Scale 1:2000 approx.

195 RV2

SEALED with the seals of *Finland Ross Fisher* and *Donald Arthur Lane*, the duly appointed Attorneys of *Finance Corporation of Australia Limited* and signed by them for and on behalf of the said Company in the presence of:

Finance Corporation of Australia Limited
FINANCE CORPORATION OF AUSTRALIA LIMITED
By its Attorneys
HR Fisher
Dane

[Signature]
Commissioner for Declarations.

THE COMMON SEAL of SHIRE OF ARMADALE-KELMSCOTT was hereunto affixed in the presence of:

President... *[Signature]*

Shire Clerk... *[Signature]*



195 RV 2

No.

B436706

DRAINAGE EASEMENT

FEES (office use)	\$	¢
1977 NOV 21 PM 2:27		
	18	

Parties

Lodged by **SIMON WATSON L.L.B. B.ES**
Address **BARRISTER AND SOLICITOR**
Phone No. **64 KINGS PARK ROAD, WEST PERTH**
TELEPHONE 22 6855

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

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

1. <i>DUP. F.A.S.E.</i>	Received items
2.	
3.	No's <i>1</i>
4.	Rec. Clerk. <i>[Signature]</i>
5.	
6.	

BELOW THIS LINE FOR OFFICE USE ONLY

Encumbrances
not notified
on face.

New Titles
to issue or
Endorsing
instruction.

EXAMINED.

STOCK FORM 324N

Registered *21 November 1977*
at *2:27* o'clock and
particulars entered in the Register Book.

Initials of
Signing
Officer.

REGISTRAR OF TITLES.