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 48 Fleetwood Circuit
Suburb Woodvale State WA Postcode 6026
Lot 982 ~~Deposited/Survey/Strata/Diagram~~ Plan 18845 Whole / ~~Part~~ Vol 1943 Folio 831
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.

Kelley Sue Donovan as Enduring Power of Attorney for Kevin James Ebson

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.

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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 Stacey Ellen Emberson as Enduring Power of Attorney for Kevin James Emberson

Address 4 Bors Street

Suburb Carindale State QLD Postcode 4152

Name Kelley Sue Donovan as Enduring Power of Attorney for Kevin James Emberson

Address 101 Kingfisher Avenue

Suburb Ballajura State WA Postcode 6066

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 Stacey Ellen Emberson as Enduring Power of Attorney for Kevin James Emberson

Date _____

Signature _____

Name Kelley Sue Donovan as Enduring Power of Attorney for Kevin James Emberson

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

48 Fleetwood Circuit, Woodvale WA 6026

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

48 Fleetwood Circuit, Woodvale WA 6026

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.

   Kelley Sue Donovan as Enduring Power of Attorney for Kevin James Ebson

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
1943	**831**

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 982 ON PLAN 18845

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

KEVIN JAMES EMBERSON OF 48 FLEETWOOD CIRCUIT WOODVALE WA 6026
(ND N484794) REGISTERED 16/11/2016

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

1. F267238 RESTRICTIVE COVENANT BURDEN REGISTERED 3/8/1993.

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:	1943-831 (982/P18845)
PREVIOUS TITLE:	1935-483
PROPERTY STREET ADDRESS:	48 FLEETWOOD CCT, WOODVALE.
LOCAL GOVERNMENT AUTHORITY:	CITY OF JOONDALUP

LANDGATE COPY OF ORIGINAL NOT TO SCALE 09/03/2026 11:04 AM Request number: 69516694

Landgate
www.landgate.wa.gov.au

LT. 37

ORIGINAL—NOT TO BE REMOVED FROM OFFICE OF TITLES

Application F16363

Volume 1935 Folio 483

WESTERN AUSTRALIA

REGISTER BOOK

CT 1943 831

CERTIFICATE OF TITLE

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

VOL. 1943 FOL. 831

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.

Dated 19th October, 1992

REGISTRAR OF TITLES

OFFICE OF TITLES WESTERN AUSTRALIA

ESTATE AND LAND REFERRED TO

Estate in fee simple in portion of Perthshire Location 108 and being Lot 982 on Plan 18845, delineated on the map in the Third Schedule hereto.

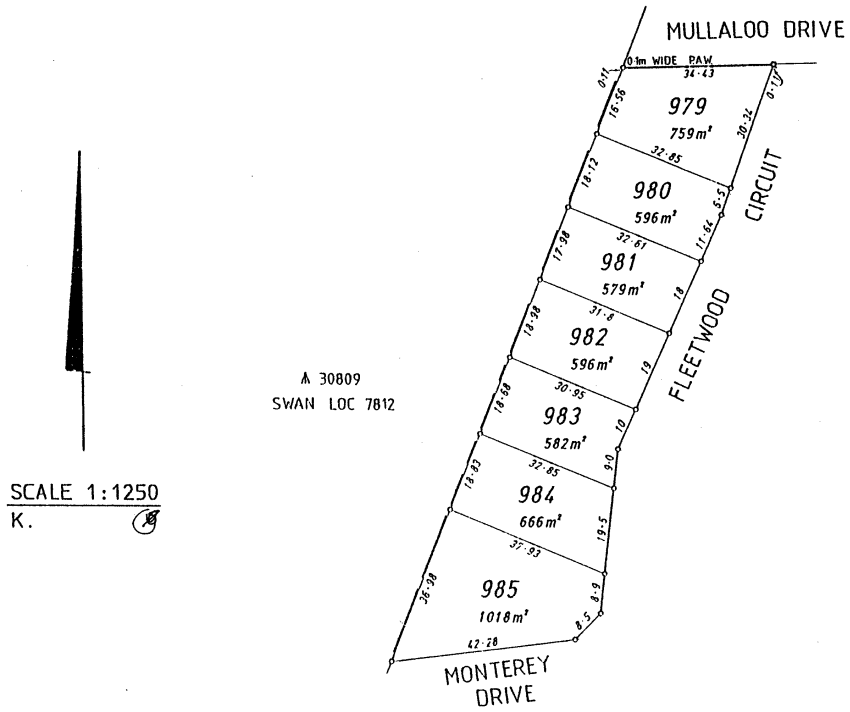
FIRST SCHEDULE (continued overleaf)

~~Town & Country Bank Ltd. of 37 St. George's Terrace, Perth.~~

SECOND SCHEDULE (continued overleaf)

NIL

THIRD SCHEDULE



NOTE: ENTRIES MAY BE AFFECTED BY SUBSEQUENT ENDORSEMENTS.

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

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

Superseded - Copy for Sketch Only

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Landgate
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LT. 37

FIRST SCHEDULE (continued) NOTE: ENTRIES MAY BE AFFECTED BY SUBSEQUENT ENDORSEMENTS

REGISTERED PROPRIETOR	INSTRUMENT NATURE	INSTRUMENT NUMBER	REGISTERED	TIME	SEAL	CERT. OFFICER
Ian Sidney Needham and Elaine Renee Needham, both of 22 Forest Hill Drive, Kingsley. Kevin James Emberson and Eileen Winifred Emberson both of 48 Fleetwood Circuit, Woodvale, as joint tenants.	Transfer	F267238	3.8.93	8.04		
	Transfer	G408491	28.2.97	8.29		

SECOND SCHEDULE (continued) NOTE: ENTRIES MAY BE AFFECTED BY SUBSEQUENT ENDORSEMENTS

INSTRUMENT NATURE	INSTRUMENT NUMBER	PARTICULARS	REGISTERED	TIME	SEAL	CERT. OFFICER	CANCELLATION	NUMBER	REGISTERED OR LODGED	SEAL	CERT. OFFICER
Transfer	F267238	contains a restrictive covenant expiring after 31.12.2001.	3.8.93	8.04							
Mortgage	F267239	to Australia & New Zealand Banking Group Ltd.	3.8.93	8.04			Discharged	G408490	28.2.97		
Mortgage	G419112	to Westpac Banking Corporation.	13.3.97	8.28							

CERTIFICATE OF TITLE VOL. 1943 FOL. 831

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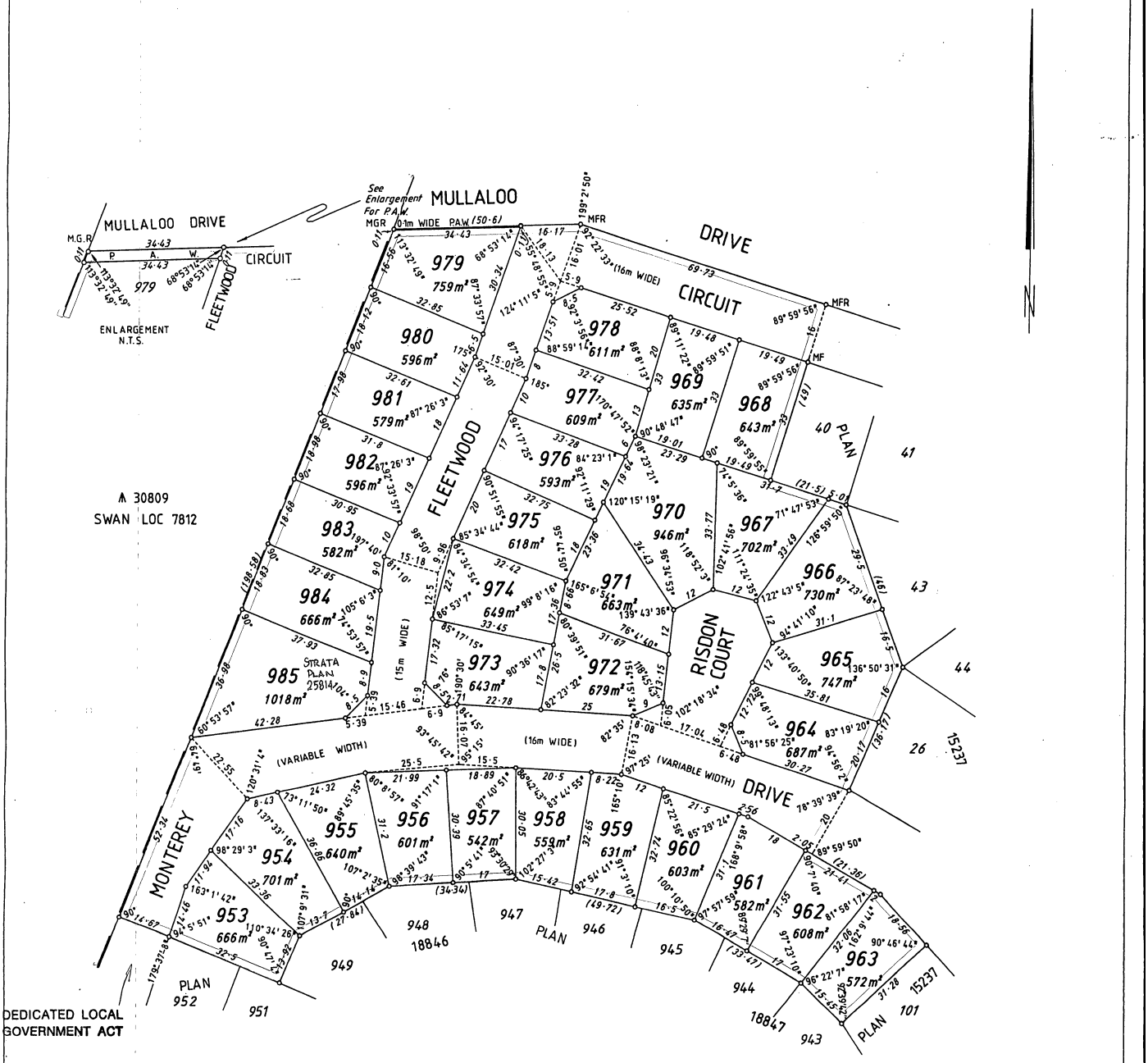
LAND DESCRIPTION	ON	CERTIFICATE OF TITLE	FIELD BOOK	TOTAL AREA
SUBDIVISION OF PT LOT 1004 OF PERTHSHIRE LOCATION 108 CITY OF WANNEROO — LOCALITY OF WOODVALE	PLAN 18445 DIAGRAM INDEX BG 35 (2) 09·04 PUBLIC	VOLUME 1935 FOLIO 483 PAW 1943 801	F.B. 62196 63095	2·9442 ha

PLAN 18845



PERTHSHIRE LOCATION 108

P.A.W / ~~R.O.W~~ as shown on this Survey is amended to Lot 55

Regulation 6 Transfer of Land (Surveys) Regulation 1995
Corr. 1775-2000-01
Date: 13/2/06

PEDESTRIAN ACCESSWAY TO VEST IN THE CROWN UNDER SECTION 20A OF THE T.P. & D. ACT.

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

PLAN PREPARED BY :
ASSOCIATED SURVEYS INTERNATIONAL PTY. LTD.
18 PROWSE STREET, WEST PERTH 6005
PH. (09) 322-4955, FAX. (09) 322-1775

PLAN No. AS/9005-25

SURVEYOR'S CERTIFICATE

REG 54:1 ..... hereby certify that:
(a) this plan of survey is a correct and accurate representation of the survey carried out by me personally / under my own personal supervision, inspection and field check, and recorded in field books lodged for the purposes of this plan of survey;
(b) the measurements are in strict accordance with the Licensed Surveyors (Guidance of Surveyors) Regulations 1961 and in particular regulations 23 and 34 of those regulations; and
(c) this survey and this plan of survey are in strict accordance with the requirements of the Licensed Surveyors (Guidance of Surveyors) Regulations 1961 and the relevant law in relation to which it is lodged.

Licensed Surveyor ..... Date .....

REG 55D:1 P.W. SHIPP ..... hereby certify that:
(a) this plan is correct and was prepared under my supervision and is the result of calculations from measurements made by me personally / under my own personal supervision, inspection and field check as recorded in the field books lodged for the purposes of this plan;
(b) the measurements are in strict accordance with the Licensed Surveyors (Guidance of Surveyors) Regulations 1961 and in particular regulations 23 and 34 of those regulations; and
(c) this plan of survey conforms with the relevant law in relation to which it is lodged.

Licensed Surveyor Peter Shipp Date 7.8.92

APPROVED BY STATE PLANNING COMMISSION

FILE 85997

FOR STATEMENT

DATE 13-10-92 85997

LODGED	EXAMINED
DATE 18. 8. 92	C.J. Brinton 15.9.92
FEE PAID $1645	DOCKET PLAN/DIAGRAM 80853
	CERTIFIED CORRECT C.J. Brinton 15.9.92
ASSESSMENT No. 4107	F.S.C. No. 176-1992

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

IN ORDER FOR DEALINGS
SUBJECT TO
SEC. 205(3) OF THE LOCAL GOVT ACT
& SEC. 20A OF THE T.P.&D. ACT
C.J. Brinton 14.10.92
FOR INSPECTOR OF PLANS & SURVEYS DATE

APPROVED 19.10.92
DATE
INSPECTOR OF PLANS & SURVEYS

DOLA
Department of LAND ADMINISTRATION

OFFICE OF TITLES PLAN
18845

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Plan 18845

Lot	Certificate of Title	Lot Status	Part Lot
0	N/A	Retired	
55	1943/801	Registered	
953	1943/802	Registered	
954	1943/803	Registered	
955	1943/804	Registered	
956	1943/805	Registered	
957	1943/806	Registered	
958	1943/807	Registered	
959	1943/808	Registered	
960	1943/809	Registered	
961	1943/810	Registered	
962	1943/811	Registered	
963	1943/812	Registered	
964	1943/813	Registered	
965	1943/814	Registered	
966	1943/815	Registered	
967	1943/816	Registered	
968	1943/817	Registered	
969	1943/818	Registered	
970	1943/819	Registered	
971	1943/820	Registered	
972	1943/821	Registered	
973	1943/822	Registered	
974	1943/823	Registered	
975	1943/824	Registered	
976	1943/825	Registered	
977	1943/826	Registered	
978	1943/827	Registered	
979	1943/828	Registered	
980	1943/829	Registered	
981	1943/830	Registered	
982	1943/831	Registered	
983	1943/832	Registered	
984	1943/833	Registered	
985	SP25814	Strata'd	

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INSTRUCTIONS

1. Page 2 of this document may be used:
   1.1 If insufficient space in any section hereon; Appropriate headings should be shown. The boxed sections should only contain the words "see page ..."
   1.2 To set forth Easements created as appurtenant to the land (commencing with the words "together with"). Reservations created encumbering the land (commencing with the words "reserving to")or any Restrictive Covenant hereby created. Any Sketch contained thereon must be initialled by all parties.
2. If further space is required Additional Sheet Form B1 should be used with appropriate headings. Additional Sheets shall be numbered consecutively and bound with this document by staples along the left margin prior to execution by the parties.
3. 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.
4. The Duplicate Certificate of Title or Crown Lease is required to be produced or if held by another party then arrangements must be made for its production.

NOTES

1. DESCRIPTION OF LAND
   Lot and Diagram/Plan/Strata Plan number or Location name and number to be stated.
   Extent—Whole, part or balance of the land comprised in the Certificate of Title to be stated.
   The Volume and Folio or Crown Lease number, to be stated.
2. ESTATE AND INTEREST
   State whether Fee Simple, Leasehold or as the case may be in the land being transferred. If share only, specify.
3. ENCUMBRANCES
   To be identified by nature and number, if none show "nil"
4. TRANSFEROR
   State full name of the Transferor/Transferors (Registered Proprietor) as shown on Certificate of Title or Crown Lease.
5. CONSIDERATION
   To be expressed in words.
6. TRANSFEREE
   State full name of the Transferee/Transferees (PURCHASER) and the address/addresses to which future notices can be sent. If a minor state date of birth. If two or more state tenancy eg: Joint Tenants, Tenants in Common. If Tenants in Common specify shares.
7. TRANSFEREE'S, TRANSFEROR'S EXECUTION
   A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and description of the witness must be stated.

F 267238 T
03 Aug, 1993 08:04 Perth

REG. $ 62.00

TRANSFER

TIME CLOCK

LODGED BY

ADDRESS

PHONE No.

FAX No.

REFERENCE No.

ISSUING BOX No.

PREPARED BY

CENTURY SETTLEMENTS
P.O. BOX 410
SOUTH PERTH 6151
PH: 474 1622

ADDRESS

PHONE No. FAX No.

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

TITLES, LEASES, DECLARATIONS ETC. LODGED HEREWITH

1. 1943-831
2.
3.
4.
5.
6.

Received Items

Nos.

1

Receiving Clerk

Contains a restrictive covenant

NEW TITLE or ENDORSING INSTRUCTION expires after 31/12/2004 NE 3 MY

EXAMINED

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

INITIALS OF SIGNING OFFICER

4

05389/1/92-5M-OC/663

REGISTRAR OF TITLES

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ATTESTATION SHEET PAGE

Dated this SEVENTH day of JULY 1993

TRANSFEROR/S SIGN HERE (Note 7)

Signed

In the Presence of

Signed

In the Presence of

Allan Bowman Cooper
SIGNED BY
and Joseph William Leahy
for and on behalf of Town & Country Bank Limited (A.C.N. 053 814 378) under Power of Attorney No. F108564 in the Presence of
Name ELIZABETH SHELDON
Address CLERK-SALES
Occupation 26 TREMBLETT STREET
THORNLIE WA 6108

E. Sheld.

TRANSFEREE/S SIGN HERE (Note 7)

Signed

In the Presence of

witness
SIGNATURE
ADDRESS 37, CRAIGIE DRIVE, BELDON. 6025. WA.
OCCUPATION KILN SUPERVISOR.

Signed

In the Presence of

witness
SIGNATURE
ADDRESS 37, CRAIGIE DRIVE, BELDON. 6025 WA.
OCCUPATION KILN SUPERVISOR

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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. (Inst. 2)

(a) The Transferee (which term includes the transferees, assigns and successors of the Transferee) covenants and agrees with the Transferor (which term includes the transferees, assigns and successors of the Transferor) that:

(i) except for duplex and triplex approved lots, the Transferee shall not erect or cause to be erected on the land hereby transferred ("the land") more than one private residential dwelling and such private single residential dwelling shall have a minimum floor area of 130 square metres. The floor area of each unit of a duplex or triplex dwelling shall be not less than 110 square metres.

(ii) the Transferee will not erect or carry out or permit the erection of any structures or the carrying out of any building or renovation works, alterations, additions or improvements of any kind on or to the land (including but not limited to any dwellings, outbuildings or sheds, carports, garages, driveways, workshops, fences, walls, gates, swimming pools, tennis courts, pergolas, patios or other outdoor recreation facilities, landscaping within public view, rainwater tanks, solar hot water systems, air-conditioners and evaporative coolers, clothes lines, television or radio antennae or other antennae of any kind) except in accordance with the Woodvale Crest Development Standards and Design Guidelines which have been supplied to the Transferee by the Transferor.

(iii) the Transferee shall not erect or permit the erection of fencing or walls upon the land using fibro cement materials known as Super Six or asbestos fencing or metal sheeting or other materials looking substantially like either Super Six or metal sheeting forward of the front building set back line or where it is visible to the public.

(iv) the Transferee shall not occupy any residence erected on the land until all rear and boundary fencing to the front building set back line has been constructed and all driveways have been constructed to the satisfaction of City of Wanneroo.

(b) The burden of the Covenant herein contained shall run with the land hereby transferred in favour of every other lot on the plan of subdivision of which the Transferor is the Registered Proprietor hereinbefore mentioned to the intent that such Covenant shall bind the Transferee for the benefit of all lots of which the Transferor is the registered proprietor comprised in the said plan of subdivision or any part or parts thereof (other than the land hereinbefore described) UP TO AND INCLUDING 31 DECEMBER 2001 from which date the Covenant herein contained shall cease and be of no further force and effect.

Accept Transferor's Covenant 1.4.98

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FORM T2

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED.

TRANSFER OF LAND

INSTRUMENT DATED 06/05/93 $ 1225.00
VAL 70000.00 CHTLS 0.00 V60 N
12654006 COMMISSIONER OF STATE TAXATION

DESCRIPTION OF LAND (Note 1)

	EXTENT	VOLUME	FOLIO
Lot 982 on Plan 18845	whole	1943	831

WESTERN AUSTRALIA STAMP DUTY
02/08/93 12654106 SD $*********0.00

STATE TAXATION
- 2 AUG 1993
A1
DEPARTMENT W.A.

ESTATE AND INTEREST (Note 2)

Fee simple

ENCUMBRANCES (Note 3)

Nil

TRANSFEROR (Note 4)

TOWN & COUNTRY BANK LTD (ACN 053 814 378)

CONSIDERATION (Note 5)

SEVENTY THOUSAND DOLLARS ($70,000.00)

TRANSFEREE (Note 6)

IAN SIDNEY NEEDHAM and ELAINE RENEE NEEDHAM both of
22 Forest Hill Drive, Kingsley

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