

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



APPROVED BY
THE REAL ESTATE INSTITUTE
OF WESTERN AUSTRALIA (INC.)
COPYRIGHT © REIWA 2022
FOR USE BY REIWA MEMBERS
000008471658



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

TO:
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.

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



APPROVED BY
THE REAL ESTATE INSTITUTE
OF WESTERN AUSTRALIA (INC.)
COPYRIGHT © REIWA 2022
FOR USE BY REIWA MEMBERS
000008471658



CONDITIONS

1. SUBJECT TO FINANCE

If the Buyer signs the "Finance Clause is not Applicable" box in the Schedule, or if no information is completed in the 'Finance Clause is Applicable' box in the Schedule, then this Clause 1 does not apply to the Contract.

If any information is completed in or the Buyer signs the 'Finance Clause is Applicable' box in the Schedule then this Clause 1 applies to the Contract.

1.1 Buyer's Obligation to Apply for Finance and Give Notice to the Seller

- (a) The Buyer must:
- (1) immediately after the Contract Date make a Finance Application to a Lender or a Mortgage Broker using, if required by the Lender, the Property as security; and
 - (2) use all best endeavours in good faith to obtain Finance Approval.
- (b) If the Buyer does not comply with Clause 1.1(a) or 1.1(c)(1) then the Contract will not come to an end pursuant to clause 1.2 and the Buyer may not terminate the Contract under Clause 1.3. The rights of the Seller under this Clause 1.1 will not be affected if the Buyer does not comply with Clause 1.1.
- (c) The Buyer must immediately give to the Seller or Seller Agent:
- (1) an Approval Notice if the Buyer obtains Finance Approval; or
 - (2) a Non Approval Notice if the Finance Application is rejected;
- at any time while the Contract is in force and effect.

1.2 No Finance Approval by the Latest Time: Non Approval Notice Given

This Contract will come to an end without further action by either Party if on or before the Latest Time:

- (a) the Finance Application has been rejected; or
- (b) a Non Approval Notice, is given to the Seller or Seller Agent.

1.3 No Finance Approval by the Latest Time: No Notice Given

If by the Latest Time the Seller or Seller Agent has not been given:

- (a) an Approval Notice; or
- (b) a Non Approval Notice;

then this Contract will be in full force and effect unless and until either the Seller gives written Notice of termination to the Buyer or the Buyer terminates this Contract by giving a Non-Approval Notice to the Seller or Seller Agent.

1.4 Finance Approval: Approval Notice Given

If by the Latest Time, or if Clause 1.5 applies, before the Contract is terminated:

- (a) Finance Approval has been obtained; or
- (b) an Approval Notice has been given to the Seller or Seller Agent;

then this Clause 1 is satisfied and this Contract is in full force and effect.

1.5 Notice Not Given by Latest Time: Sellers Right to Terminate

If by the Latest Time an Approval Notice or a Non Approval Notice has not been given to the Seller or Seller Agent then at any time until an Approval Notice or a Non Approval Notice is given, the Seller may terminate this Contract by written Notice to the Buyer.

1.6 Buyer Must Keep Seller Informed: Evidence

- (a) If requested in writing by the Seller or Seller Agent the Buyer must:
- (1) advise the Seller or Seller Agent of the progress of the Finance Application; and
 - (2) provide evidence in writing of:
 - (i) the making of a Finance Application in accordance with Clause 1.1 (a) and of any loan offer made, or any rejection; and/or
 - (ii) in the case of any Finance Application made to a Mortgage Broker, any "preliminary assessment" of the suitability of the proposed credit contract provided to the Buyer by the Mortgage Broker pursuant to section 116 of the Credit Protection Act; and
 - (3) if applicable, advise the Seller or Seller Agent of the reasons for the Buyer not accepting any loan offer.
- (b) If the Buyer does not comply with the request within 2 Business Days then the Buyer authorises the Seller or Seller Agent to obtain from the Lender and/or Mortgage Broker the information referred to in Clause 1.6(a).

1.7 Right To Terminate

If a Party has the right to terminate under this Clause 1, then:

- (a) termination must be effected by written Notice to the other Party;
- (b) Clauses 23 and 24 of the 2022 General Conditions do not apply to the right to terminate;
- (c) upon termination the Deposit and any other monies paid by the Buyer must be repaid to the Buyer;
- (d) upon termination neither Party will have any action or claim against the other for breach of this Contract, except for a breach of Clause 1.1 by the Buyer.

1.8 Waiver

The Buyer may waive this Clause 1 by giving written Notice to the Seller or Seller Agent at any time before the Latest Time, or if Clause 1.5 applies, before the Contract is terminated. If waived this Clause is deemed satisfied.

1.9 Definitions

In this Clause:

Amount of Loan means the amount referred to in the Schedule, any lesser amount of finance referred to in the Finance Application or any lesser amount of finance acceptable to the Buyer. If the amount referred to in the Schedule is blank, then the amount will be an amount equivalent to the Purchase Price.

Approval Notice means a statement in writing given by the Buyer, a Lender or a Mortgage Broker to the Seller, or Seller Agent to the effect that Finance Approval has been obtained.

Credit Protection Act means the *National Consumer Credit Protection Act, 2009* (Cwth).

Finance Application means an application made by or on behalf of the Buyer:

- (a) to a Lender to lend any monies payable under the Contract; or
- (b) to a Mortgage Broker to facilitate an application to a Lender.

Finance Approval means a written approval by a Lender of the Finance Application, a written offer to lend or a written notification of an intention to offer to lend made by a Lender:

- (a) for the Amount of Loan;
- (b) which is unconditional or subject to terms and conditions:
 - (1) which are the Lender's usual terms and conditions for finance of a nature similar to that applied for by the Buyer; or
 - (2) which the Buyer has accepted by written communication to the Lender, but a condition which is in the sole control of the Buyer to satisfy will be treated as having been accepted for the purposes of this definition; or
 - (3) which, if the condition is other than as referred to in paragraphs (1) and (2) above includes:
 - (i) an acceptable valuation of any property;
 - (ii) attaining a particular loan to value ratio;
 - (iii) the sale of another property; or
 - (iv) the obtaining of mortgage insurance;and has in fact been satisfied.

Latest Time means:

- (a) the time and date referred to in the Schedule; or
- (b) if no date is nominated in the Schedule, then 4pm on the day falling 15 Business Days after the Contract Date.

Lender means any bank, building society, credit union or other institution which makes loans and in each case carries on business in Australia.

Mortgage Broker means means a holder of an Australian Credit Licence pursuant to section 35 of the Credit Protection Act or a credit representative pursuant to sections 64 or 65 of that legislation.

Non Approval Notice means:

- (a) advice in writing given by the Buyer or a Lender to the Seller, or Seller Agent to the effect that the Finance Application has been rejected or Finance Approval has not been obtained; or
- (b) advice in writing from a Mortgage Broker to the Seller or Seller Agent to the effect that:
 - (1) (i) they have made inquiries about the Buyer's requirements and objectives under this Contract;
 - (ii) they have conducted a "preliminary assessment" pursuant to sections 116 and 117 of the Credit Protection Act of the suitability of the credit contract proposed for the Buyer arising from the Finance Application; and
 - (iii) they have assessed that proposed credit contract as being unsuitable for the Buyer; or
- (2) the Finance Application to a Lender has been rejected.

2. Acceptance of an offer by one Party to the other Party will be sufficiently communicated by the accepting Party to the other Party if verbal or written notification is given by the accepting Party or their Representative or Real Estate Agent that the accepting Party has signed the Contract.
3. The 2022 General Conditions are incorporated into this Contract so far as they are not varied by or inconsistent with the Conditions or Special Conditions of this Contract.
4. The parties consent to the information in this Contract being used/disclosed by REIWA and the Seller Agent in accordance with the privacy collection notices pursuant to the Australian Privacy Principles that appear on the REIWA and Seller Agent's websites.

SPECIAL CONDITIONS

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

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

SPECIAL CONDITIONS - Continued

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

Signature		Date		Signature	
Signature		Date		Signature	

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

Name	David Curo Dalton				
Address	15 Vista Drive				
Suburb	Parkerville	State	WA	Postcode	6081
Name	Nicola Patricia Dalton				
Address	18 Vista Drive				
Suburb	Parkerville	State	WA	Postcode	6081

EMAIL: The Seller consents to Notices being served at:

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

Signature		Date		Signature	
Signature		Date		Signature	

RECEIPT OF DOCUMENTS

The Buyer acknowledges receipt of the following documents:

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

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

Signature	

RECEIPT OF DOCUMENTS

The Seller acknowledges receipt of the following documents:

1. This offer and acceptance
2. 2022 General Conditions

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

Signature	

CONVEYANCER (Legal Practitioner/Settlement Agent)

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

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

COPYRIGHT

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

04/22

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

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

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

Buyer

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Seller

Signature _____

Name **David Curo Dalton**

Date _____

Signature _____

Name **Nicola Patricia Dalton**

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR MAJOR STRUCTURAL DEFECTS



APPROVED BY THE REAL ESTATE INSTITUTE OF WESTERN AUSTRALIA (INC.) COPYRIGHT © REIWA 2019 FOR USE BY REIWA MEMBERS 000007519513



ANNEXURE A

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

15 Vista Drive, Parkerville WA 6081

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

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

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

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

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

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR TIMBER PESTS



APPROVED BY
THE REAL ESTATE INSTITUTE
OF WESTERN AUSTRALIA (INC.)
COPYRIGHT © REIWA 2019
FOR USE BY REIWA MEMBERS
000006626711



ANNEXURE B

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

15 Vista Drive, Parkerville WA 6081

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

4PM on **complete one*

 / / OR

14 days after acceptance ("Date")

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

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

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

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

WESTERN



AUSTRALIA

TITLE NUMBER

Volume Folio

1847 488

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 59 ON PLAN 17012

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

DAVID CURO DALTON
NICOLA PATRICIA DALTON
BOTH OF 15 VISTA DRIVE PARKERVILLE WA 6081
AS JOINT TENANTS

(T N618157) REGISTERED 9/5/2017

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

1. E436865 RESTRICTIVE COVENANT BURDEN REGISTERED 31/8/1990.
2. N618158 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA REGISTERED 9/5/2017.

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: 1847-488 (59/P17012)
PREVIOUS TITLE: 1115-788
PROPERTY STREET ADDRESS: 15 VISTA DR, PARKERVILLE.
LOCAL GOVERNMENT AUTHORITY: SHIRE OF MUNDARING



Application E163637 WESTERN
Volume 1115 Folio 788



AUSTRALIA

1847 488

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 10th August, 1989.

[Signature]
REGISTRAR OF TITLES



ESTATE AND LAND REFERRED TO

Estate in fee simple in portion of Swan Location 1689 and being Lot 59 on Plan 17012, delineated on the map in the Third Schedule hereto.

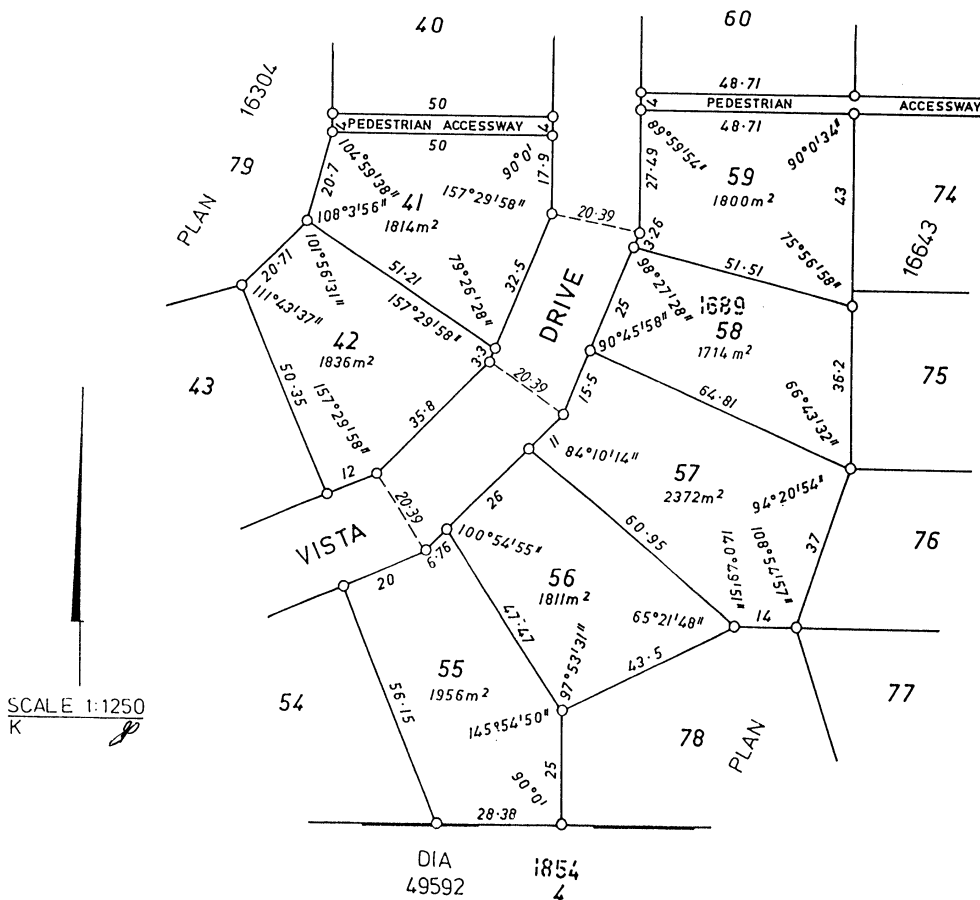
FIRST SCHEDULE (continued overleaf)

~~Thorgram Pty. Ltd., of one undivided half share, Paul Robert Stobbs and Raewyn Sherrill Stobbs, as joint tenants, of one undivided half share, all of 11a Great Northern Highway, Midland, as tenants in common.~~

SECOND SCHEDULE (continued overleaf)

- 1. MORTGAGE D742909 to Commonwealth Bank of Australia. Registered 4.5.88 at 15.43 hrs. Discharged E436864 31.8.90

THIRD SCHEDULE



SCALE 1:1250
K

NOTE: ENTRIES MAY BE ALTERED BY SUBSEQUENT INSTRUMENTS

E67590/3/89-201-1/2664









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

























Superseded - Copy for Sketch Only

Page 1 (of 2 pages) 1847 VOL. 488 FOL.

Page 2 (of 2 pages)

LT. 37

FIRST SCHEDULE (continued)		NOTE: ENTRIES MAY BE AFFECTED BY SUBSEQUENT ENDORSEMENTS					
INSTRUMENT NATURE	REGISTERED PROPRIETOR	INSTRUMENT NUMBER		REGISTERED	TIME	SEAL	CERT. OFFICER
		NATURE	NUMBER				
Mortgage	Michael Brett Hamling and Louise Anne Hamling, both of 25 Moondara Circle, South Lake.	Transfer	E436865	31.8.90	9.32		
Transfer	The correct address of the registered proprietors is now Lot 59 Vista Drive, Parkerville.	By	F296450	2.9.93	9.46		
Mortgage	Lloyd Edwin Martin of 15 Vista Drive, Parkerville.	Transfer	H14355	1.2.99	8.12		
Mortgage	Teresa Harper and Malcolm John Harper both of 15 Vista Drive, Parkerville, as joint tenants.	Transfer	H409432	4.4.00	9.45		

SECOND SCHEDULE (continued)		NOTE: ENTRIES MAY BE AFFECTED BY SUBSEQUENT ENDORSEMENTS								
INSTRUMENT NATURE	PARTICULARS	REGISTERED	TIME	SEAL	CERT. OFFICER	CANCELLATION	NUMBER	REGISTERED OR LODGED	SEAL	CERT. OFFICER
Transfer	contains a restrictive covenant	31.8.90	9.32			Discharged	F296449	2.9.93		
Mortgage	to Town & Country W.A. Building Society.	31.8.90	9.32			Discharged	G483147	23.5.97		
Mortgage	to Commonwealth Bank of Australia.	2.9.93	9.46			Withdrawn	G483148	23.5.97		
Caveat	Lodged 16.12.1994 at 14.47 hrs.	23.5.97	9.03			Discharged	H14354	1.2.99		
Mortgage	to Police & Nurses Credit Society Ltd.	1.2.99	8.12			Discharged	H409431	4.4.00		
Mortgage	to Bank of Western Australia Ltd.	4.4.00	9.45			Discharged	H409431	4.4.00		
Mortgage	to Commonwealth Bank of Australia.									

CERTIFICATE OF TITLE VOL.1847 FOL.488



PLAN 17012

STATE PLANNING CMM
DATE OF APPROVAL
25/7/89 75310

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

PT SWAN LOC 1689

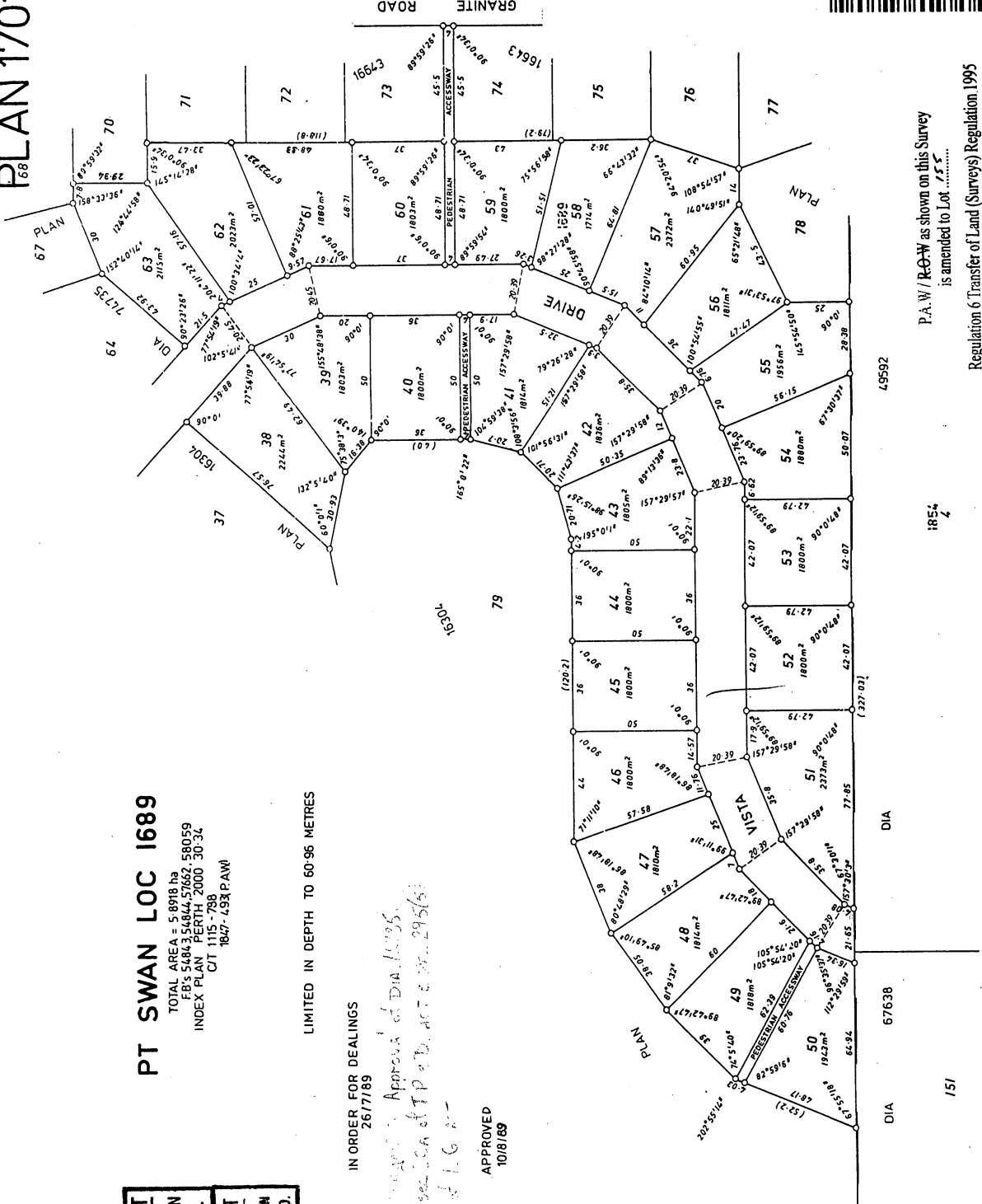
TOTAL AREA = 5 8918 ha
FB'S 5484 35484 57662 58059
INDEX PLAN PERTH 2000 30-34
CT 115 - 788
1847-453 (PAW)

LIMITED IN DEPTH TO 60-96 METRES

IN ORDER FOR DEALINGS
26/7/89

*Approved of DIA 11/8/85
S21 CA of T.P.B. ACT 2000 295(5)
S.P.G. 21*

APPROVED
10/8/89



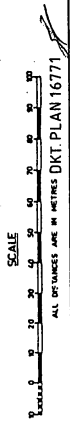
49592

P.A.W./R.O.W. as shown on this Survey
is amended to Lot 155

Regulation 6 Transfer of Land (Survey) Regulation 1995
Corr. 1775-2000-01

Date: 22.8.2005

1854
7



PEDESTRIAN ACCESSWAYS TO VEST IN THE
CROWN UNDER SEC 20A OF T.P.B.D. ACT.

DIA 67638
DIA 151

PLAN 17012

Plan 17012

<u>Lot</u>	<u>Certificate of Title</u>	<u>Lot Status</u>	<u>Part Lot</u>
0	N/A	Retired	
38	1847/467	Registered	
39	1847/468	Registered	
40	1847/469	Registered	
41	1847/470	Registered	
42	1847/471	Registered	
43	1847/472	Registered	
44	1847/473	Registered	
45	2077/685	Registered	
46	1847/475	Registered	
47	2012/907	Registered	
48	1847/477	Registered	
49	1847/478	Registered	
50	1847/479	Registered	
51	1847/480	Registered	
52	1847/481	Registered	
53	1847/482	Registered	
54	1847/483	Registered	
55	1847/484	Registered	
56	1847/485	Registered	
57	1847/486	Registered	
58	1847/487	Registered	
59	1847/488	Registered	
60	1847/489	Registered	
61	1847/490	Registered	
62	1847/491	Registered	
63	1847/492	Registered	
155	1847/493	Registered	



E436865

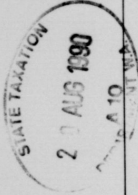
WESTERN AUSTRALIA.
Transfer of Land Act 1893 as amended

INSTRUMENT DATED 16/07/90 \$ 691.25
VAL 39500.00 CHTL 0.00 V60 N
843521 No. COMMISSIONER OF STATE TAXATION

TRANSFER OF LAND

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

LOT 59 ON PLAN 17012 AND BEING THE WHOLE OF THE LAND COMPRISED
IN CERTIFICATE OF TITLE VOLUME 1847 FOLIO 488



ESTATE AND
INTEREST BEING
TRANSFERRED.
Fee simple, Lease-
hold or as the case
may be.

FEE SIMPLE

ENCUMBRANCES.
If none, insert 'Nil'.

NIL

TRANSFEROR
Full name and
address.

THORGRAM PTY. LTD. and PAUL ROBERT STOBBS and
RAEWYN SHERRIL STOBBS all of 11a Great Northern Highway,
Midland

CONSIDERATION
IN WORDS.

THIRTY NINE THOUSAND AND FIVE HUNDRED DOLLARS (\$39,500.00)

TRANSFEEE.
Full name and
address. 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.

M.H. L.H.
MICHAEL BRETT HAMLING and LOUISE ANNE HAMLING Both of
Moondara Circle, South Lake *ANNE HAMLING*
25
11/02

GARRY L. DUFFIELD
GOVERNMENT PRINTER
WESTERN AUSTRALIA

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

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)

"And for the consideration aforesaid the Transferee HEREBY COVENANTS for himself, herself or their respective executors, administrators, transferees and assigns and other the registered proprietor or proprietors for the time being of the land described on page 1 of this Transfer ("the land") with the Transferor (as the proprietor of and for the benefit of those lands comprised in Diagram 74735 and Plan 17012 formerly comprised in Certificate of Title Volume 1115 Folio 788 and every part thereof and their successors in title transferees and assigns and other the registered proprietor or proprietors for the time being of such lands and every part thereof) not to erect or permit or suffer the erection of any corrugated cement fibre fence or fences upon the land or any part thereof."

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.

Lawent
K

Dated this 16th day of July 19 90.

TRANSFERORS SIGN HERE (see note 1)



b. Signature. Signed (b) THE COMMON SEAL of THORGRAM PTY LTD was hereunto affixed in the presence of (c) the presence of:-

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

Director:.....*[Signature]*

Signed (b) Director/ Secretary:.....*[Signature]*

in the presence of (c) Signed by KIM ERNEST VALENTI as Attorney for PAUL ROBERT STOBBS - Power of Attorney D814059

d. Add attestations as required. (d)

WITNESS: *[Signature]*
 ADDRESS: *[Signature]*
 OCCUPATION: NOT 121 MORAY RD GLEN FORREST C.D.

Signed by KIM ERNEST VALENTI as Attorney for RAEWYN SHERRILL STOBBS - Power of Attorney D814059

WITNESS: *[Signature]*
 ADDRESS: *[Signature]*
 OCCUPATION: C.D.

AND PAUL ROBERT STOBBS D814059.

TRANSFEREES AND OTHER PARTIES SIGN HERE (see note 1)

Signed (b) *[Signature]*
 WITNESS: *[Signature]*
 ADDRESS: 27 GT EAST HWY BELLEVUE
 in the presence of (c) OCCUPATION: STOREMAN.

Signed (b) *[Signature]*
 WITNESS: *[Signature]*
 ADDRESS: 27 GT EAST HWY BELLEVUE
 in the presence of (c) OCCUPATION: STOREMAN.

(d)


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.

No.

E436865

TRANSFER

FEES (office use)	s	c
		
	90	31 9 32

Parties

.....

.....

Lodged by

Address

Phone No.

McCusker and Harmer
37 St. George's Tce.
Perth 6000
325 4100


Box 1

PREPARED BY: METRO SETTLEMENTS,
REAL ESTATE SETTLEMENTS AGENTS
89 BARRACK STREET, PERTH, 6000
TEL: 325-8335

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

②³

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

- | | | |
|---------|---|---|
| 1. | } | Received items |
| 2. | | No's |
| 3. | | |
| 4. | | |
| 5. | | |
| 6. | | Rec. Clerk.  |

BELOW THIS LINE FOR OFFICE USE ONLY

Encumbrances not notified on face.

NO

(No entry)

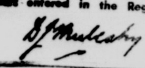
New Titles to issue or Endorsing instruction.

Restoration / cov

NO 2

Initials of Signing Officer.

NO

Signed on the day and time shown in and published entered in the Register Book.


EXAMINED.

1