

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



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

TO:

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	FINANCE CLAUSE IS NOT APPLICABLE
<p>LENDER/ <input type="text"/></p> <p>MORTGAGE BROKER (NB. If blank, can be any) <input type="text"/></p> <p>LATEST TIME: 4pm on: <input type="text"/></p> <p>AMOUNT OF LOAN: <input type="text"/></p> <p>SIGNATURE OF BUYER <input type="text"/></p> <p><input type="text"/></p>	<p>Signature of the Buyer if Finance Clause IS NOT applicable</p> <p><input type="text"/></p> <p><input type="text"/></p>

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 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.

2. The buyer is aware the property is currently tenanted on a periodic basis.

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SPECIAL CONDITIONS - Continued

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

Signature		Date		Signature	
Signature		Date		Signature	

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

Name	Philip John Aquilina				
Address	18 Todd Avenue				
Suburb	Como	State	WA	Postcode	6152
Name	Christopher Steven James		Rachael Aquilina		
Address	72 Swan Street		72 Swan Street		
Suburb	Guildford	State	WA	Postcode	6055

EMAIL: The Seller consents to Notices being served at:

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

Signature		Date		Signature	
Signature		Date		Signature	

RECEIPT OF DOCUMENTS

The Buyer acknowledges receipt of the following documents:

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

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

Signature	

RECEIPT OF DOCUMENTS

The Seller acknowledges receipt of the following documents:

1. This offer and acceptance
2. 2022 General Conditions
3. Annexure of Changes to General Conditions (form 198)

Signature	

CONVEYANCER (Legal Practitioner/Settlement Agent)

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

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

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04/22

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

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

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

Buyer

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Seller

Signature _____

Name Philip John Aquilina

Date _____

Signature _____

Name Christopher Steven James

Date _____

Signature _____

Name Rachael Aquilina

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 Langley Road, Embleton WA 6062

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 **Registered Builder** ~~Consultant~~. It is not a special purpose report, nor an all-encompassing report dealing with every aspect of the Property. The Report should only be a reasonable attempt to identify Major Structural Defects to the Building structure pursuant to Appendix "A" of the Standard. The presence of defects will only be relevant in this Annexure when the defects are a Major Structural Defect.
 - 9.7 "Standard" means Australian Standard AS 4349-2007 (as amended from time to time) Inspections of buildings Part 1: Pre-purchase Structural Inspection - Residential buildings).
 - 9.8 "Work" means the work required to rectify the Major Structural Defects set out in the Major Structural Defects Notice.
 - 9.9 Words not defined in this Annexure have the same meaning as defined in the Standard or the 2018 General Conditions.

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR TIMBER PESTS



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ANNEXURE B

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

52 Langley Road, Embleton WA 6062

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

("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

1268 817

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 522 ON PLAN 7413

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

PHILIP JOHN AQUILINA OF 14/117 LAKE STREET PERTH
IN 50/100 SHARE
CHRISTOPHER STEVEN JAMES OF 11 SPROXTON WAY EMBLETON WA 6062
IN 40/100 SHARE
RACHAEL AQUILINA OF 11 SPROXTON WAY EMBLETON WA 6062
IN 10/100 SHARE
AS TENANTS IN COMMON

(T N258212) REGISTERED 23/2/2016

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

1. SAVE AND EXCEPT THE RIGHTS TO MINES OF COAL OR OTHER MINERALS
2. N258213 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA REGISTERED 23/2/2016.

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: 1268-817 (522/P7413)
PREVIOUS TITLE: 1247-91
PROPERTY STREET ADDRESS: 52 LANGLEY RD, EMBLETON.
LOCAL GOVERNMENT AUTHORITY: CITY OF BAYSWATER

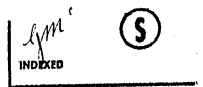
Superseded - Copy for Sketch Only

11899 Application 4840/63 (41099)
Volume 1247 Folio 91



WESTERN AUSTRALIA.

ORIGINAL
REGISTER BOOK.



Vol. 1268 Fol. No 817

Certificate of Title

CT 1268 0817 F

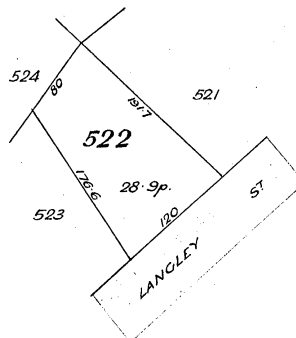


under "The Transfer of Land Act, 1893" (56 Vic., 14. Sch. 5)

The State Housing Commission of Perth is now the proprietor of an estate in fee simple subject to the easements and encumbrances notified hereunder in all that piece of land delineated and coloured green on the map hereon containing twenty eight and nine-tenths perches or thereabouts, being portion of Swan Location S and being Lot 522 on Plan 7143, save and except the right to mines of coal or other minerals.



Scale: 1 chain to an inch
E.C.C.



Dated the thirty-first day of January One thousand nine hundred and sixty-three.

[Signature]
Registrar of Titles.

Transfer D520832 to Christopher McAdam of 14 Langley Street, Embleton, Accounts Clerk. Registered 20th July, 1987 at 10.41 o'clock.



80878/8/61-26,800-11/C

For encumbrances and other matters affecting the land see back.

EASEMENTS AND ENCUMBRANCES REFERRED TO

X Caveat E806571. Lodged 11.2.92 at 15.18 hrs.

WITHDRAWN

Withdrawal G52172 of Caveat E806571. Lodged 16.7.97 at 12.09 hrs.



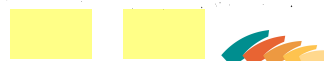
Superseded - Copy for Sketch Only

CT 1268 0817 B



CERTIFICATE OF TITLE

Vol. 1268 Fol. N^o 817



PLAN 7413 (1)
2 SHEETS

PT SWAN LOCS S & T

L & SCORR 1155/58 & 2938/58

F. B. S. R. BENNETT 9. & H. PAINE 229.

PLANS. 3391, 3402

PERTH 2000 16. 30

INDEX PLAN

DIAS 2587, 2813, 2814, 3397, 5085, 14080.

16861, 16916, 19052, 19181.

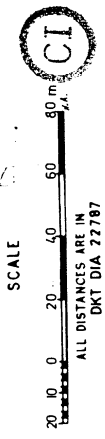
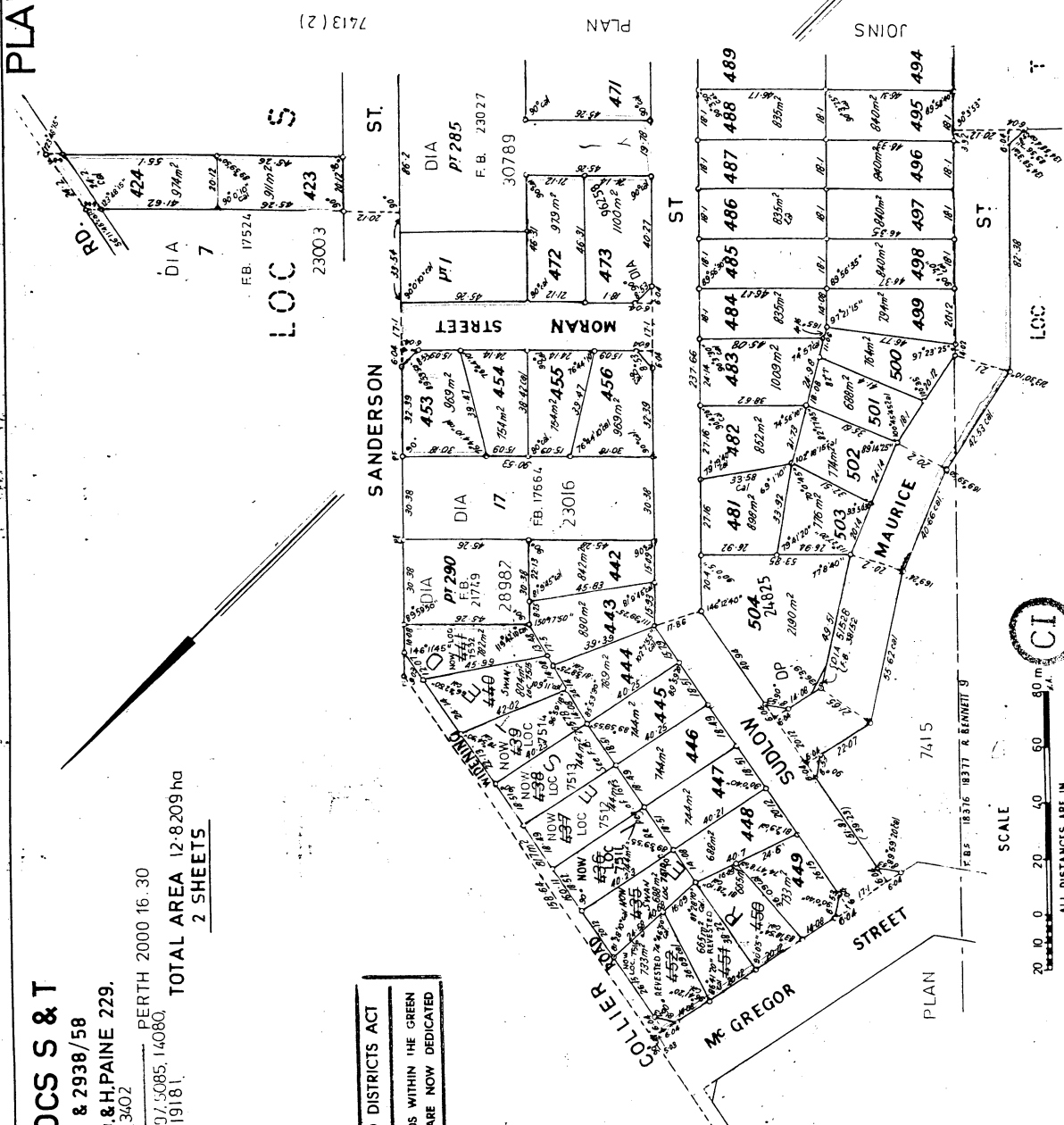
NOW 1247-91

TOTAL AREA 12-8209 ha
2 SHEETS

APPROVED
23-5-61

ROAD DISTRICTS ACT
ALL ROADS WITHIN THE GREEN BORDER ARE NOW DEDICATED

P 007413 F 01



PLAN 7413 (1)
2 SHEETS



PLAN 7413 (2)
2 SHEETS

TOTAL AREA 12'8209 ha
2 SHEETS

PT SWAN LOCS S & T

L.&S.CORR 1158-58 & 2938-58
F.B.s.R.BENNETT 9.&H.PAINE 229.
PLANS 3391,3402
INDEX PLAN PERTH 2000 16.30
DIAS 2587,2813,2814,3397,5085,14080,
16861,16916,19052,19181
NOW 1247-91

ROAD DISTRICTS ACT
ALL ROADS WITHIN THE GREEN
BORDER ARE NOW DEDICATED

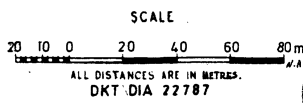
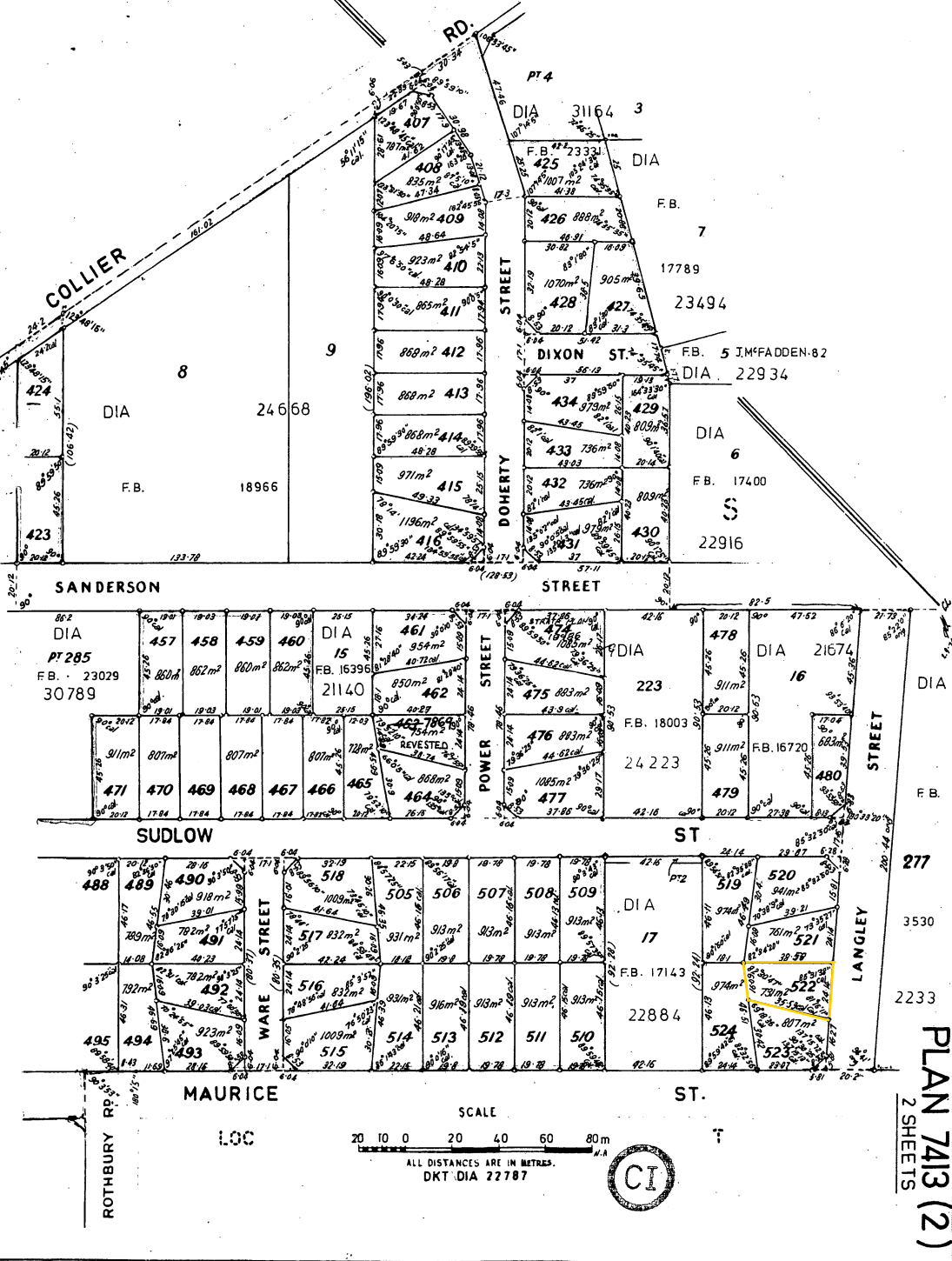
D2K APPROVED
23-5-61

ROAD DISTRICTS ACT
ALL ROADS WITHIN THE GREEN
BORDER ARE NOW DEDICATED

LOC 7413 (1)

PLAN

JOINS



PLAN 7413 (2)
2 SHEETS

Plan 7413

Lot	Certificate of Title	Lot Status	Part Lot
407	1263/845	Registered	
408	1265/249	Registered	
409	1613/687	Registered	
410	1543/210	Registered	
411	SP64562	Strata'd	
411	1543/211 (Cancelled)	Strata'd	
412	1543/212 (Cancelled)	Strata'd	
412	SP54479	Strata'd	
413	1264/883	Registered	
414	SP52583	Strata'd	
414	1264/510 (Cancelled)	Strata'd	
415	1264/511 (Cancelled)	Strata'd	
415	SP82434	Strata'd	
416	1264/938 (Cancelled)	Retired	
423	1264/742 (Cancelled)	Retired	
424	1908/28	Registered	
426	246/110A (Cancelled)	Strata'd	
426	SP71349	Strata'd	
427	SP49673	Strata'd	
427	2075/325 (Cancelled)	Strata'd	
428	SP56743	Strata'd	
428	1268/819 (Cancelled)	Strata'd	
429	1266/914	Registered	
430	1268/818	Registered	
431	1264/744 (Cancelled)	Retired	
432	1265/257	Registered	
433	1266/766	Registered	
434	SP49338	Strata'd	
434	1268/279 (Cancelled)	Strata'd	
442	1283/228	Registered	
443	1266/379	Registered	
444	1266/912 (Cancelled)	Strata'd	
444	SP63912	Strata'd	
445	1263/523	Registered	
446	1266/768	Registered	
447	1267/269 (Cancelled)	Strata'd	
447	SP48141	Strata'd	
448	1266/765	Registered	
449	1300/985 (Cancelled)	Strata'd	
449	SP82191	Strata'd	
453	SP50433	Strata'd	
453	499/86A (Cancelled)	Strata'd	
454	1249/32	Registered	
455	1262/575 (Cancelled)	Strata'd	
455	SP71004	Strata'd	

Plan 7413

Lot	Certificate of Title	Lot Status	Part Lot
456	SP66874	Strata'd	
456	1251/50 (Cancelled)	Strata'd	
457	1940/712 (Cancelled)	Retired	
458	1265/251 (Cancelled)	Strata'd	
458	SP74953	Strata'd	
459	1264/741 (Cancelled)	Strata'd	
459	SP76668	Strata'd	
460	1264/740	Registered	
461	1266/378	Registered	
462	SP75513	Strata'd	
462	1638/544 (Cancelled)	Strata'd	
464	1299/138 (Cancelled)	Retired	
465	1265/623	Registered	
466	1264/939 (Cancelled)	Strata'd	
466	SP79380	Strata'd	
467	1265/252 (Cancelled)	Strata'd	
467	SP67617	Strata'd	
468	1265/255	Registered	
469	1264/743	Registered	
470	1265/258	Registered	
471	1265/256 (Cancelled)	Strata'd	
471	SP72559	Strata'd	
472	SP73185	Strata'd	
472	1249/34 (Cancelled)	Strata'd	
474	SP18986	Strata'd	
475	1265/254 (Cancelled)	Strata'd	
475	SP64939	Strata'd	
476	65/145A (Cancelled)	Strata'd	
476	SP45873	Strata'd	
477	1838/724 (Cancelled)	Strata'd	
477	SP78915	Strata'd	
478	SP85525	Strata'd	
478	268/154A (Cancelled)	Strata'd	
479	1265/918	Registered	
480	SP70532	Strata'd	
480	1309/928 (Cancelled)	Strata'd	
481	1638/545 (Cancelled)	Retired	
482	1263/844	Registered	
483	1264/940	Registered	
484	224/16A	Registered	
485	SP63215	Strata'd	
485	1638/546 (Cancelled)	Strata'd	
486	1263/843 (Cancelled)	Strata'd	
486	SP59761	Strata'd	
487	SP76007	Strata'd	

Plan 7413

Lot	Certificate of Title	Lot Status	Part Lot
487	1638/547 (Cancelled)	Strata'd	
488	1265/250 (Cancelled)	Strata'd	
488	SP53895	Strata'd	
489	1943/559 (Cancelled)	Strata'd	
489	SP72960	Strata'd	
490	1264/937 (Cancelled)	Strata'd	
490	SP76895	Strata'd	
491	1638/548 (Cancelled)	Strata'd	
491	SP53910	Strata'd	
492	1638/549 (Cancelled)	Strata'd	
492	SP76024	Strata'd	
493	1740/655	Registered	
494	1725/816	Registered	
495	1266/769	Registered	
496	SP54460	Strata'd	
496	1268/816 (Cancelled)	Strata'd	
497	1266/696 (Cancelled)	Strata'd	
497	SP59577	Strata'd	
498	1291/611	Registered	
499	1266/767 (Cancelled)	Retired	
500	1267/274	Registered	
501	1267/268	Registered	
502	1268/278	Registered	
503	1292/648	Registered	
504	N/A	Retired	
505	1638/550 (Cancelled)	Strata'd	
505	SP54456	Strata'd	
506	1264/59	Registered	
507	1638/551 (Cancelled)	Retired	
508	1352/588 (Cancelled)	Retired	
509	1266/910	Registered	
510	1983/471 (Cancelled)	Strata'd	
510	SP71814	Strata'd	
511	1268/277	Registered	
512	1277/328	Registered	
513	1638/552 (Cancelled)	Retired	
514	2141/495	Registered	
515	SP57949	Strata'd	
515	1266/377 (Cancelled)	Strata'd	
516	1638/553 (Cancelled)	Strata'd	
516	SP67947	Strata'd	
517	1483/818	Registered	
518	1265/253	Registered	
519	SP58965	Strata'd	
519	1638/554 (Cancelled)	Strata'd	

Plan 7413

Lot	Certificate of Title	Lot Status	Part Lot
520	SP44465	Strata'd	
520	1266/911 (Cancelled)	Strata'd	
521	1638/555	Registered	
522	1268/817	Registered	
523	SP64704	Strata'd	
523	1268/820 (Cancelled)	Strata'd	
524	1339/617	Registered	
7462	341/186A	Registered	
7510	1634/369	Registered	
7511	1316/925	Registered	
7512	1423/714	Registered	
7513	1827/590	Registered	
7514	1629/488	Registered	
7515	1730/462	Registered	
7516	1556/972 (Cancelled)	Strata'd	
7516	SP70967	Strata'd	
7532	1440/697 (Cancelled)	Strata'd	
7532	SP57268	Strata'd	
7869	LR3151/387	Registered	