

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



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NOTICE: Contracts must be lodged with the Office of State Revenue for duty assessment within two (2) months of the date the last person executes the Contract
WARNING - If the Buyer is not an Australian Citizen or Permanent Resident or a New Zealand Citizen then FIRB approval (and a special condition to this Contract) may be required and additional Duty will be payable. Any non Australian resident will need to give the ATO notice of their purchase within 30 days after settlement.
WARNING - A Withholding Amount **may** apply to this Contract (see 2022 General Condition 3.7).
WARNING - If GST is relevant to this transaction then the relevant GST provision should be outlined in the Special Conditions or in an attached GST Annexure, which forms part of this Contract.

TO:
 Address
 Suburb State Postcode

As Agent for the Seller / ~~Buyer~~

THE BUYER

Name
 Address
 Suburb State Postcode
Name
 Address
 Suburb State Postcode

EMAIL: The Buyer consents to Notices being served at:

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

Sole owner Joint Tenants Tenants in Common specify the undivided shares

SCHEDULE

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

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

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

Purchase Price

Settlement Date

Property Chattels including

GST WITHHOLDING

- Is this Contract concerning the taxable supply of new residential premises or potential residential land as defined in the GST Act? YES NO
- 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).
- If YES is ticked, then the 'GST Withholding Annexure' should be attached to this Contract.

FINANCE CLAUSE IS APPLICABLE

LENDER/
 MORTGAGE BROKER (NB: If blank, can be any)
 LATEST TIME: 4pm on:
 AMOUNT OF LOAN:
 SIGNATURE OF BUYER

FINANCE CLAUSE IS NOT APPLICABLE

Signature of the Buyer if Finance Clause IS NOT applicable

NOTE: IF THIS DOCUMENT IS ON SEPARATE PAGES OR IS TO BE FAXED THEN ALL PARTIES SHOULD SIGN ALL PAGES.

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CONDITIONS

1. SUBJECT TO FINANCE

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

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

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

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

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

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

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

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

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

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

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

1.4 Finance Approval: Approval Notice Given

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

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

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

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

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

1.6 Buyer Must Keep Seller Informed: Evidence

(a) If requested in writing by the Seller or Seller Agent the Buyer must:

- (1) advise the Seller or Seller Agent of the progress of the Finance Application; and
- (2) provide evidence in writing of:
 - (i) the making of a Finance Application in accordance with Clause 1.1 (a) and of any loan offer made, or any rejection; and/or
 - (ii) in the case of any Finance Application made to a Mortgage Broker, any "preliminary assessment" of the suitability of the proposed credit contract provided to the Buyer by the Mortgage Broker pursuant to section 116 of the Credit Protection Act; and
- (3) if applicable, advise the Seller or Seller Agent of the reasons for the Buyer not accepting any loan offer.

(b) If the Buyer does not comply with the request within 2 Business Days then the Buyer authorises the Seller or Seller Agent to obtain from the Lender and/or Mortgage Broker the information referred to in Clause 1.6(a).

1.7 Right To Terminate

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

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

1.8 Waiver

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

1.9 Definitions

In this Clause:

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

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

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

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

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

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

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

Latest Time means:

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

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

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

Non Approval Notice means:

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

2. Acceptance of an offer by one Party to the other Party will be sufficiently communicated by the accepting Party to the other Party if verbal or written notification is given by the accepting Party or their Representative or Real Estate Agent that the accepting Party has signed the Contract.
3. The 2022 General Conditions together with the Annexure of Changes to the 2022 General Conditions Caused by changes to the transfer of Land Act 1893 are incorporated into this Contract so far as they are not varied by or inconsistent with the Conditions or Special Conditions of this Contract.
4. The parties consent to the information in this Contract being used/disclosed by REIWA and the Seller Agent in accordance with the privacy collection notices pursuant to the Australian Privacy Principles that appear on the REIWA and Seller Agent's websites.

SPECIAL CONDITIONS

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



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SPECIAL CONDITIONS - Continued

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

Signature	Date	Signature	Date
Signature	Date	Signature	Date

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

Name	Simon Daniel Dowling		
Address			
Suburb		State	Postcode
Name	Anna Willemina Scholte		
Address			
Suburb		State	Postcode

EMAIL: The Seller consents to Notices being served at:

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

Signature	Date	Signature	Date
Signature	Date	Signature	Date

RECEIPT OF DOCUMENTS
The Buyer acknowledges receipt of the following documents:

- This offer and acceptance
- Strata disclosure & attachments (if strata)
- 2022 General Conditions
- Certificate of Title and Sellers Disclosure Statement

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

Signature <input style="width: 100%;" type="text"/>	Signature <input style="width: 100%;" type="text"/>
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RECEIPT OF DOCUMENTS
The Seller acknowledges receipt of the following documents:

- This offer and acceptance
- 2022 General Conditions
- Annexure of changes to General Conditions (form 198)**

Signature <input style="width: 100%;" type="text"/>	Signature <input style="width: 100%;" type="text"/>
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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: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Signature	<input style="width: 100%; background-color: yellow;" type="text"/>	<input style="width: 100%;" type="text"/>
	<input style="width: 100%; background-color: yellow;" type="text"/>	<input style="width: 100%;" type="text"/>

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01/25

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

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

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

Buyer

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Seller

Signature _____

Name Simon Daniel Dowling

Date _____

Signature _____

Name Anna Willemina Scholte

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

123 Joel Terrace, Mount Lawley WA 6050

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 Structural Defects.
 - 9.3 "Date" means the date inserted or calculated in clause 2. If nothing is inserted in clause 2 then the Date will be five (5) Business Days from the later of (i) the Contract Date; or (ii) the Latest Time for Financial Approval (if any).
 - 9.4 "Major Structural Defects" means a fault or deviation from the intended structural performance of a building element and is a major defect to the building structure of sufficient magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility, or further deterioration of the building structure. Major Structural Defects does not include any non-structural element, e.g., roof plumbing and roof covering, general gas, water and sanitary plumbing, electrical wiring, partition walls, cabinetry, windows, doors, trims, fencing, minor structures, non-structural damp issues, ceiling linings, floor coverings, decorative finishes such as plastering, painting, tiling etc., general maintenance, or spalling of masonry, fretting of mortar or rusting of primary structural elements.
 - 9.5 "Major Structural Defects Notice" means a Notice in writing from the Buyer to the Seller to provide the Seller with the opportunity to agree to rectify the Major Structural Defects that the Buyer requires to be rectified.
 - 9.6 "Report" means the report performed in accordance with Appendix A of the Standard by a Registered Builder 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 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

123 Joel Terrace, Mount Lawley WA 6050

1. The Buyer may at their expense obtain a non-invasive written Report on any Timber Pest Activity or Damage of the residential building and of the following described areas Located upon the Property ("**Building**"). If nothing is completed in the blank space then the Building will be the residential Building only.

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

2. The Buyer must serve a copy of the Report on the Seller, Seller Agent or Seller Representative by 4PM on: *complete (a) or (b)
(a*) / / OR (b*) 14 days after acceptance ("Date")
3. If the Buyer, and Seller, Seller Agent or Seller Representative do not receive the Report before the Date then the Buyer will be deemed to have waived the benefit of this Annexure. Time is of the essence.
4. If the Report identifies Activity on, or Damage to, the Building, the Buyer may at any time within three (3) Business Days after the Date serve a Timber Pest Notice on the Seller, Seller Agent or Seller Representative giving the Seller Five (5) Business Days to agree to Eradicate and/or Repair.
5. If the Seller elects in writing to Eradicate and/or Repair pursuant to the Timber Pest Notice then the Settlement Date will be delayed until the later of: (a) three (3) Business Days after the Seller's Work is completed as certified by, the Seller's Builder in relation to Repair or a Consultant in relation to Eradication or, the later of them if both are required and (b) the Settlement Date.
6. The Seller must do the Work expeditiously and in a good and workmanlike manner through (a) a Builder to Repair or (b) a Consultant to Eradicate, and provide evidence to the Buyer of completion of the Work.
7. If, prior to the Seller commencing the Work, the Seller and Buyer wish to agree and do agree an amount to be paid by the Seller to the Buyer then that amount will be deducted from the Purchase Price at Settlement and the Seller will not undertake the Work.
8. If the Seller does not agree in writing to Eradicate and/or Repair within Five (5) Business Days from when the Timber Pest Notice was served on the Seller, Seller Agent or Seller Representative then
- (a) At any time within a further Five (5) Business Days after (1) that period ending (if no notice is given by the seller); or (2) the date notice in writing is given by the Seller to the Buyer, the Buyer may give notice in writing to the Seller, Seller Agent or Seller Representative terminating the Contract and the Deposit and other monies paid will be repaid to the Buyer;
- (b) if the Buyer does not terminate the Contract pursuant to this clause 8, then this Annexure ceases to apply and the Contract continues unaffected by this Annexure.
9. In this Annexure:
- 9.1 "Activity" means evidence of the presence of current Timber Pests.
- 9.2 "Builder" means a registered building service contractor (as defined in the *Building Services (Registration) Act 2011WA*) 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

1411 675

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 310 ON PLAN 2001

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

SIMON DANIEL DOWLING
ANNA WILLEMINA SCHOLTE
BOTH OF 123 JOEL TERRACE MOUNT LAWLEY WA 6050
AS JOINT TENANTS

(T O651589) REGISTERED 24/2/2021

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

1. O651590 MORTGAGE TO NATIONAL AUSTRALIA BANK LTD REGISTERED 24/2/2021.

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: 1411-675 (310/P2001)
PREVIOUS TITLE: 1041-140
PROPERTY STREET ADDRESS: 123 JOEL TCE, MOUNT LAWLEY.
LOCAL GOVERNMENT AUTHORITY: CITY OF VINCENT



2615/75



Corr. 29/1974

WESTERN



AUSTRALIA



1411 675

Volume 1041 Folio 140

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 16th July, 1975

Edmund King

REGISTRAR OF TITLES



ESTATE AND LAND REFERRED TO

Estate in fee simple in portion of each of Swan Locations A4 and A5 and being Lot 310 on Plan 2001 (Sheet 2), delineated and coloured green on the map in the Third Schedule hereto.

FIRST SCHEDULE (continued overleaf)

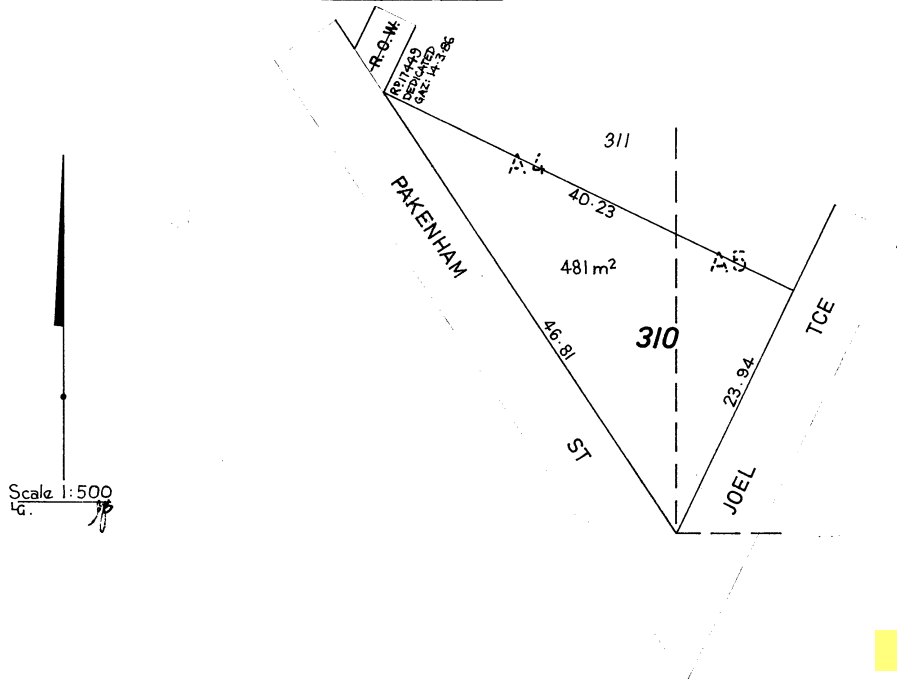
~~Warren Thomas Smailes, Clerk and Karen Luarencia Smailes, his wife, both of 123 Joel Terrace Mount Lawley, as joint tenants.~~

SECOND SCHEDULE (continued overleaf)

- ~~MORTGAGE A381505 to Perth Building Society. Registered 16.3.71 at 2.23 o/c. Discharged (B261588, 14.12.76)~~
- ~~MORTGAGE A992403 to Perth Building Society. Registered 16.7.75 at 12.19 o/c. Discharged (B261588, 14.12.76)~~

Edmund King
REGISTRAR OF TITLES

THIRD SCHEDULE



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

30267/8/73-30M-0/SOL

Superseded - Copy for Sketch Only

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

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

REGISTERED PROPRIETOR		INSTRUMENT		REGISTERED	TIME	SEAL	INITIALS
NATURE	NUMBER	NATURE	NUMBER				
Philip Christopher Noble of 4 Hoppingstone Street, South Perth, Bio Engineer.	B261589	Transfer	B261589	14.12.76	9.35	[Seal]	[Initials]
Janet Elizabeth Phillips, of 123 Joel Terrace, Mount Lawley, School Teacher.	C276196	Transfer	C276196	22.12.81	10.09	[Seal]	[Initials]

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

INSTRUMENT		PARTICULARS		REGISTERED	TIME	SEAL	INITIALS	CANCELLATION	NUMBER	REGISTERED OR LODGED	SEAL	INITIALS
NATURE	NUMBER											
Mortgage	B261590	to Commonwealth Savings Bank of Australia.	to Commonwealth Savings Bank of Australia.	14.12.76	9.35	[Seal]	[Initials]	Discharged	0276195	22.12.81	[Seal]	[Initials]
Mortgage	C276197	to Commonwealth Savings Bank of Australia.	to Commonwealth Savings Bank of Australia.	22.12.81	10.09	[Seal]	[Initials]					

PLAN 2001(1)
SHEETS
7

P 002001 F 01

SWAN LOC. A5 & PT. LOC. A4.

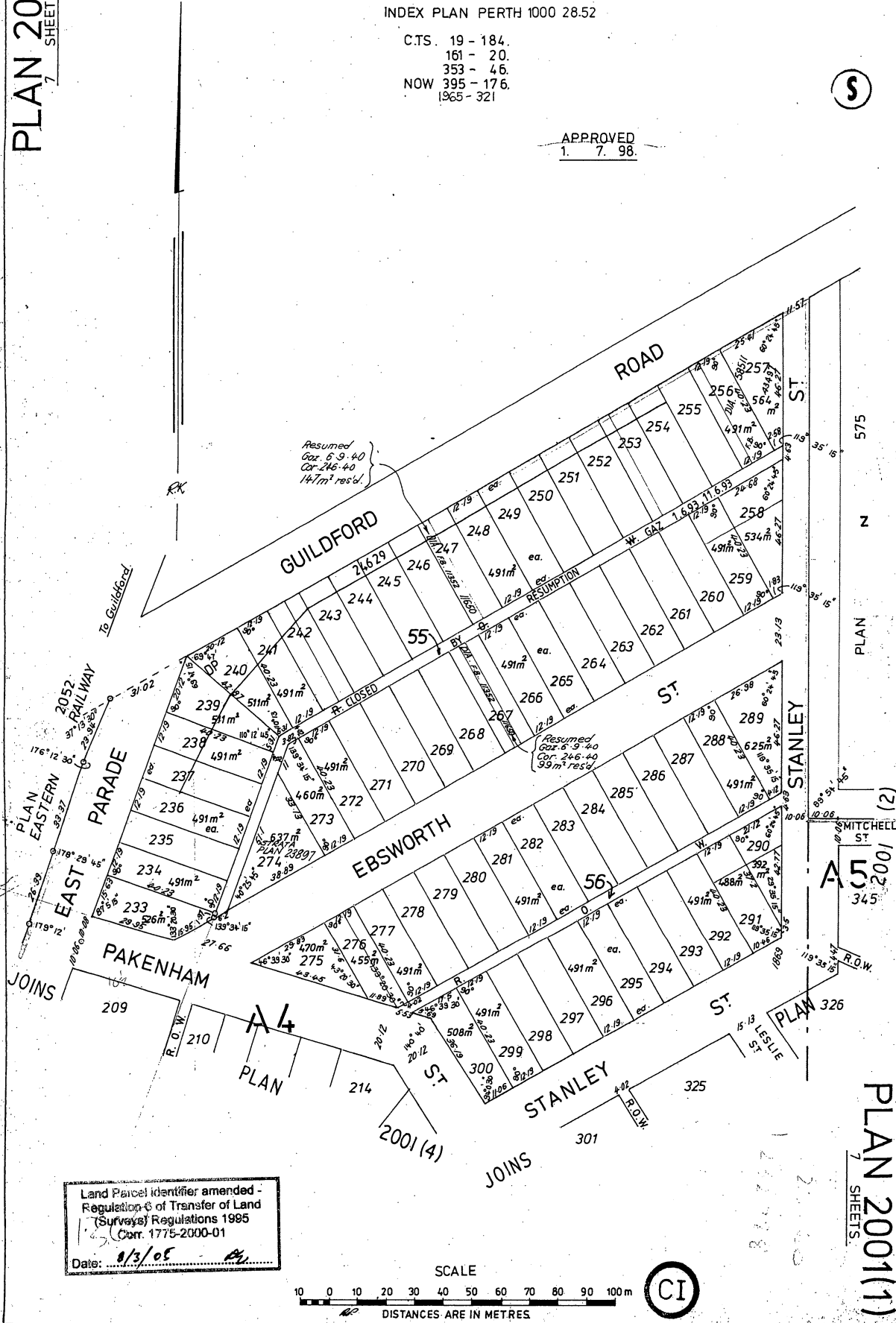
L.T.O. COR. 505 - 22.
FB5 1869 & 7658.
INDEX PLAN PERTH 1000 28.52

C.T.S. 19 - 184.
161 - 20.
353 - 46.
NOW 395 - 176.
1965 - 321

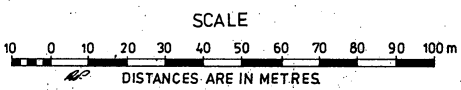


(S)

APPROVED
1. 7. 98.



Land Parcel Identifier amended -
Regulation 6 of Transfer of Land
(Survey) Regulations 1995
Corr. 1775-2000-01
Date: 8/3/05



(CI)

PLAN 2001(1)
SHEETS
7

PLAN 2001(2)
7 SHEETS

SWAN LOC. A5 & PT LOC. A4.

P 002001 F 02



L.T.O. COR 505 - 22.
F.B\$ 1869 & 7658.
INDEX PLAN PERTH 1000 28.52
28.51

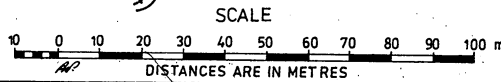
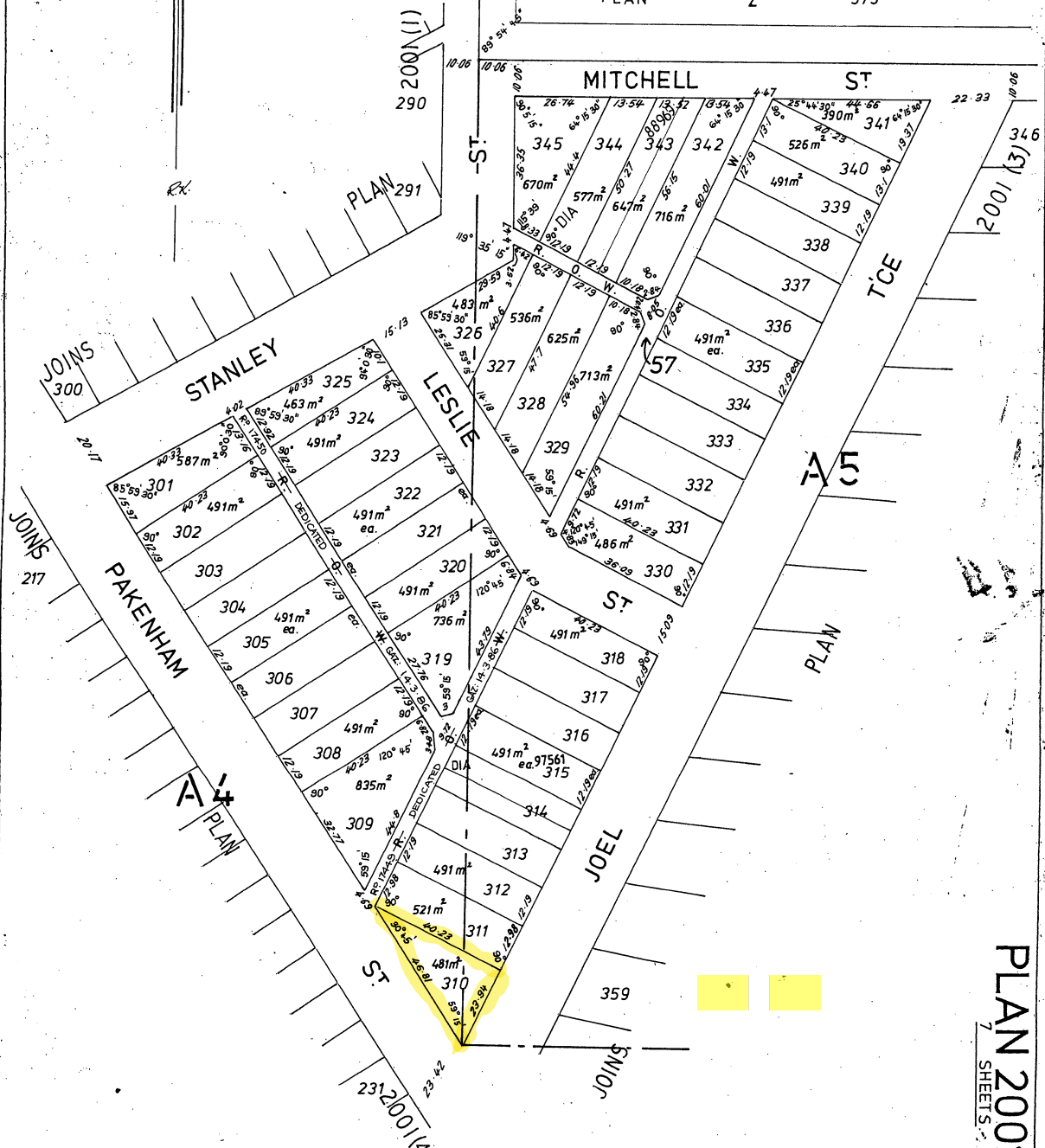
C.TS. 19 - 184.
161 - 20.
353 - 46.
NOW395 - 176.

APPROVED
1. 7. 98.



Land Parcel identifier amended -
Regulation 6 of Transfer of Land
(Surveys) Regulations 1995
Corr. 1775-2000-01
Date: 23-6-09

PLAN Z 575



PLAN 2001(2)
7 SHEETS

PLAN 2001(3)
7 SHEETS

SWAN LOC. A5 & PT LOC. A4.

5

P 002001 F 03



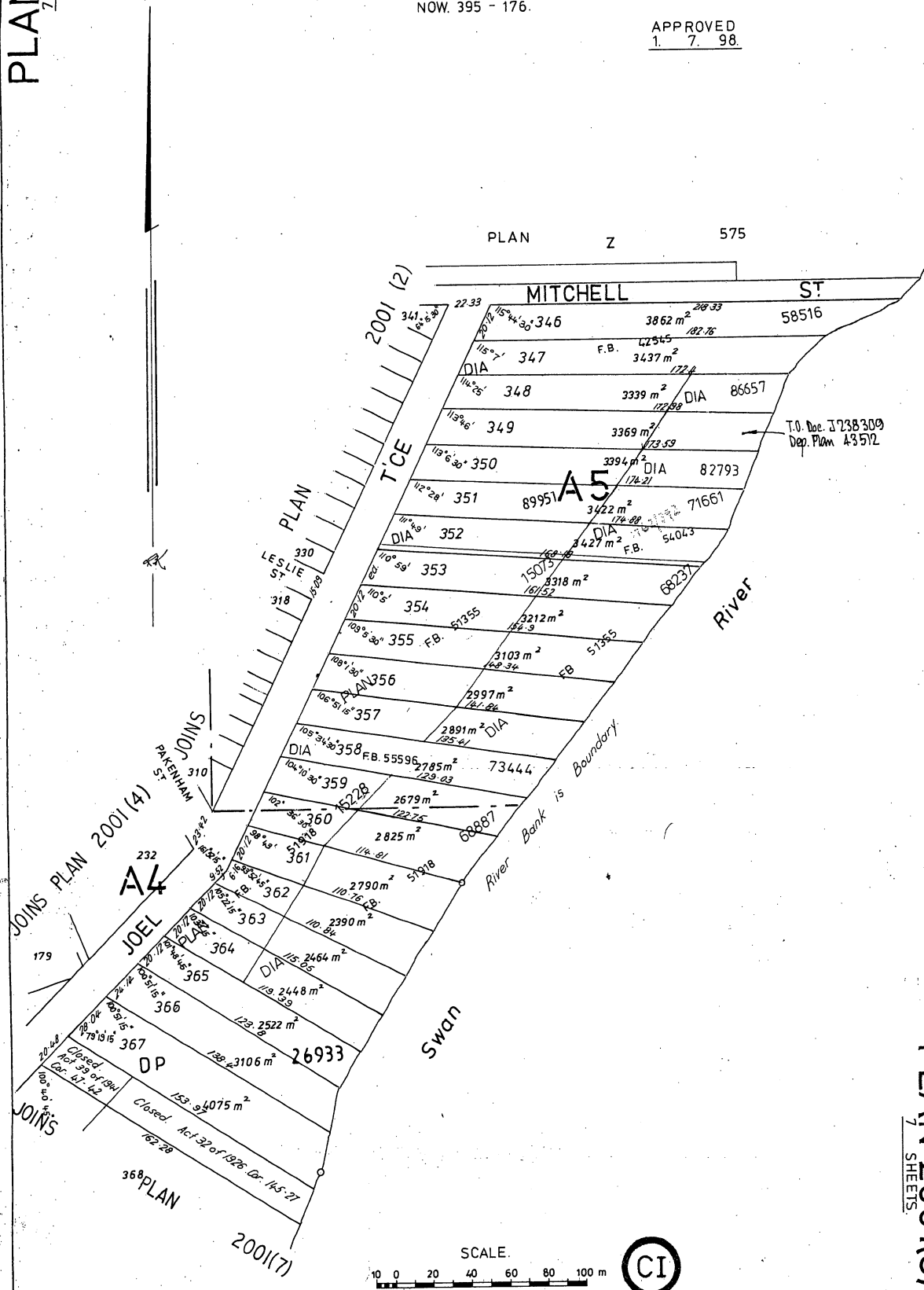
L.T.O. COR. 505 - 22.
F.B. 1869 & 7658.
INDEX PLAN

PERTH 2000 15.26
" 1000 28.52
" " 28.51

C.T.S. 19 - 184.
161 - 20.
353 - 46.
NOW. 395 - 176.

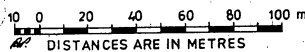
APPROVED
1. 7. 98

PLAN Z 575



T.O. Doc J238309
Dep. Plan A3572

SCALE.



DISTANCES ARE IN METRES



PLAN 2001(3)
7 SHEETS

PLAN 2001(4)
7 SHEETS

SWAN LOC. A5 & PT LOC. A4.

L.T.O. COR. 505-22.
F.BS 1869 & 7658.
INDEX PLAN

PERTH 1000 28.52
28.51



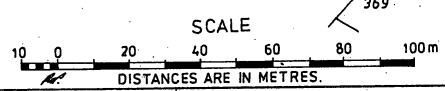
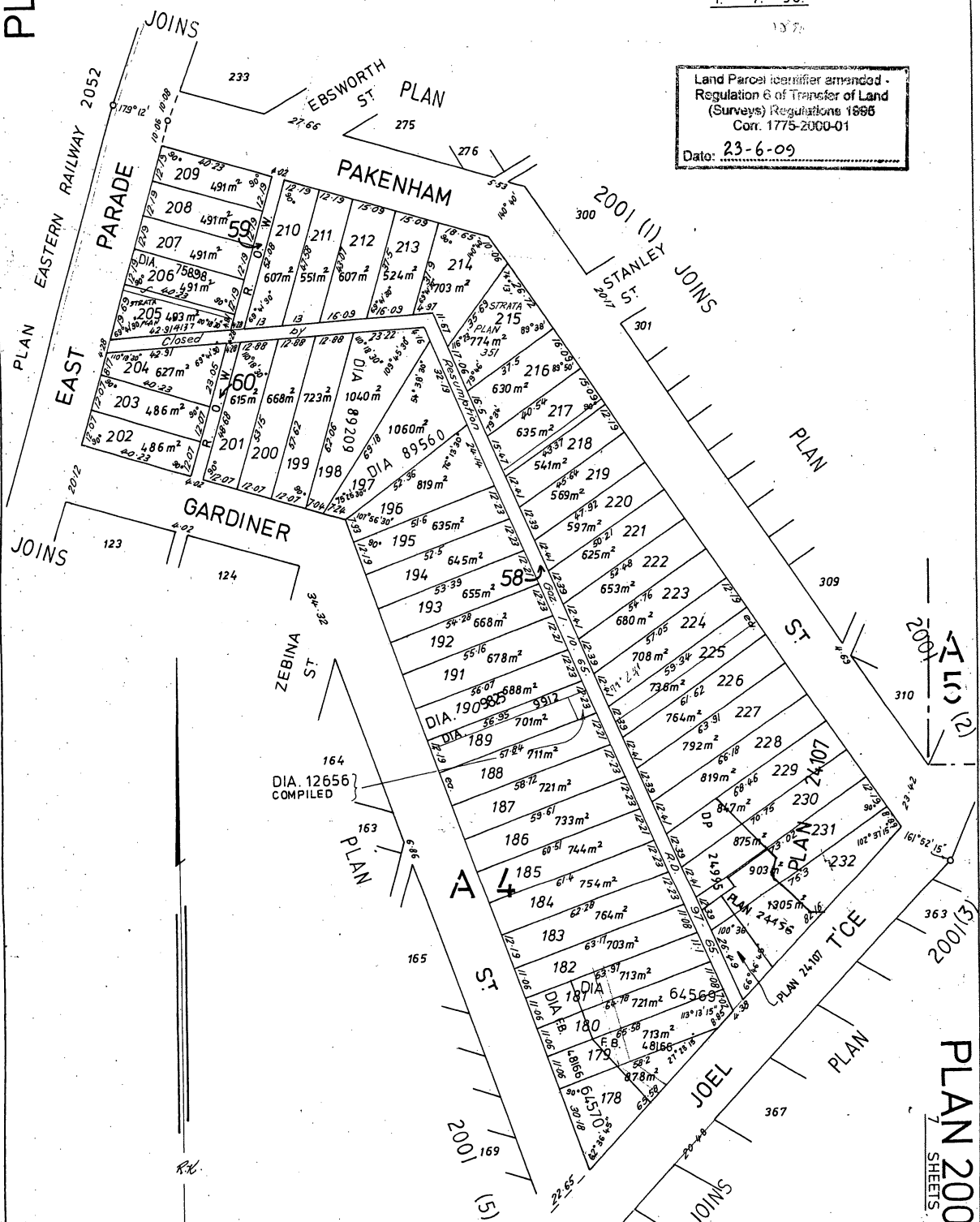
P 002001 F 04



C.T.S. 19 - 184.
161 - 20.
353 - 46.
NOW395 - 176.

APPROVED
1. 7. 98

Land Parcel Identifier amended -
Regulation 6 of Transfer of Land
(Surveys) Regulations 1995
Corr. 1775-2000-01
Date: 23-6-09



PLAN 2001(4)
7 SHEETS

PLAN 2001(5)
7 SHEETS

SWAN LOC. A5 & PT LOC. A4.

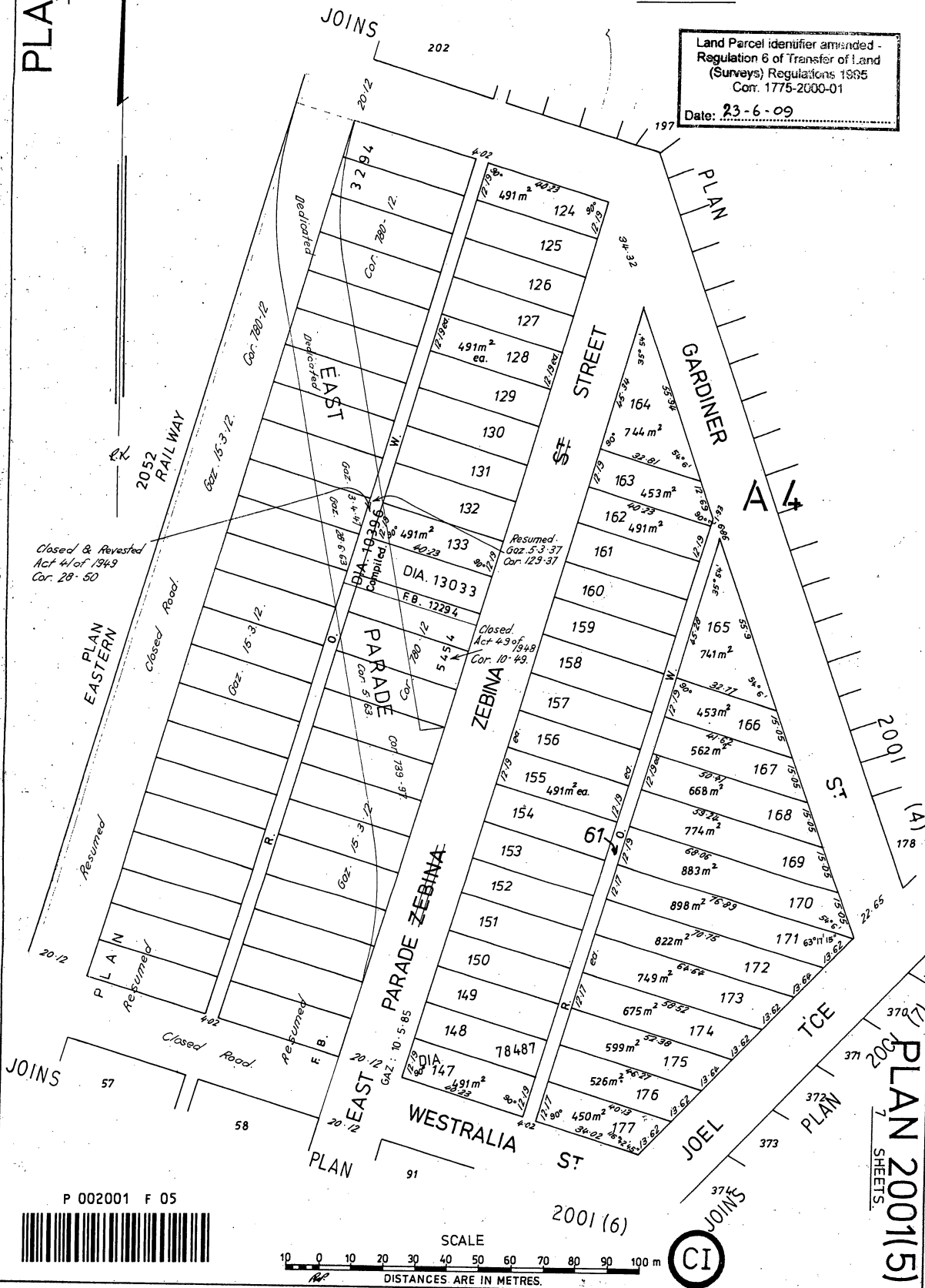
L.T.O. COR. 505-22.
F.B. 1869 & 7658.
INDEX PLAN

PERTH 1000 28.52
28.51

C.T.S. 19 - 184.
161 - 20.
353 - 46.
NOW 395 - 176.

APPROVED.
1. 7. 98.

Land Parcel identifier amended -
Regulation 6 of Transfer of Land
(Surveys) Regulations 1995
Cor. 1775-2000-01
Date: 23-6-09



Closed & Revested
Act 41 of 1943
Cor. 28-50

Closed Road

Resumed

Resumed

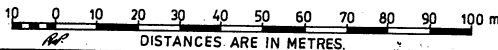
Closed Road

Resumed

P 002001 F 05



SCALE



DISTANCES ARE IN METRES.



PLAN 2001(6)
7 SHEETS

SWAN LOC. A5 & PT LOC. A4

P 002001 F 06

L.T.O. COR. 505-22
FB5 1869 & 7658
INDEX PLAN

PERTH 1000 26.51
" " 28.50

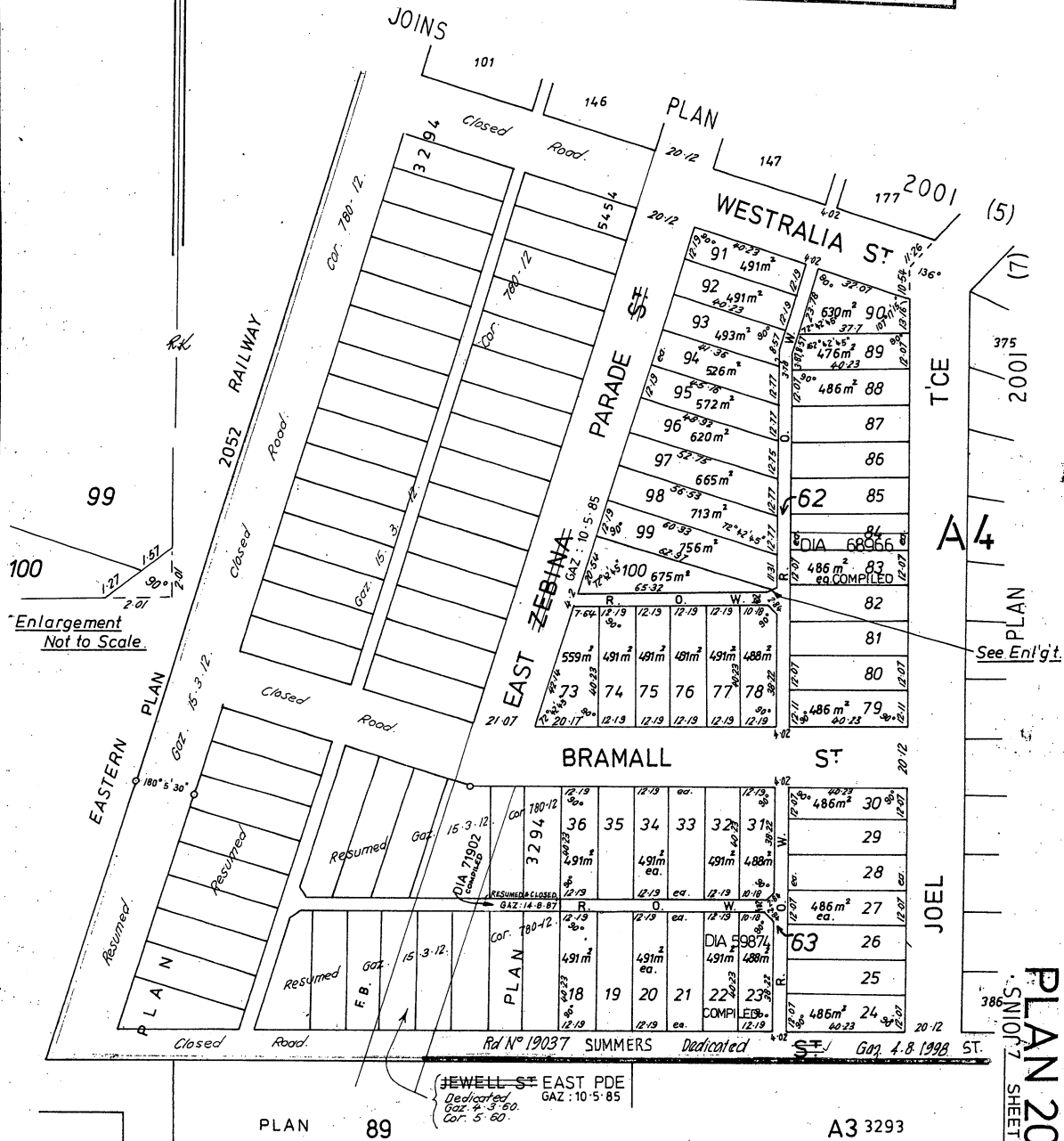


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161 - 20.
353 - 46
NOW.395 - 176. X

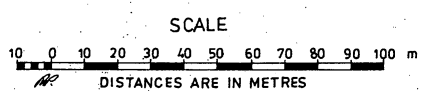
APPROVED
1. 7. 98.



Land Parcel identifier amended -
Regulation 6 of Transfer of Land
(Surveys) Regulations 1995
Corr. 1775-2000-01
Date: 23-6-09



Enlargement
Not to Scale



PLAN 2001(6)
7 SHEETS

SWAN LOC. A5 & PT LOC. A4.

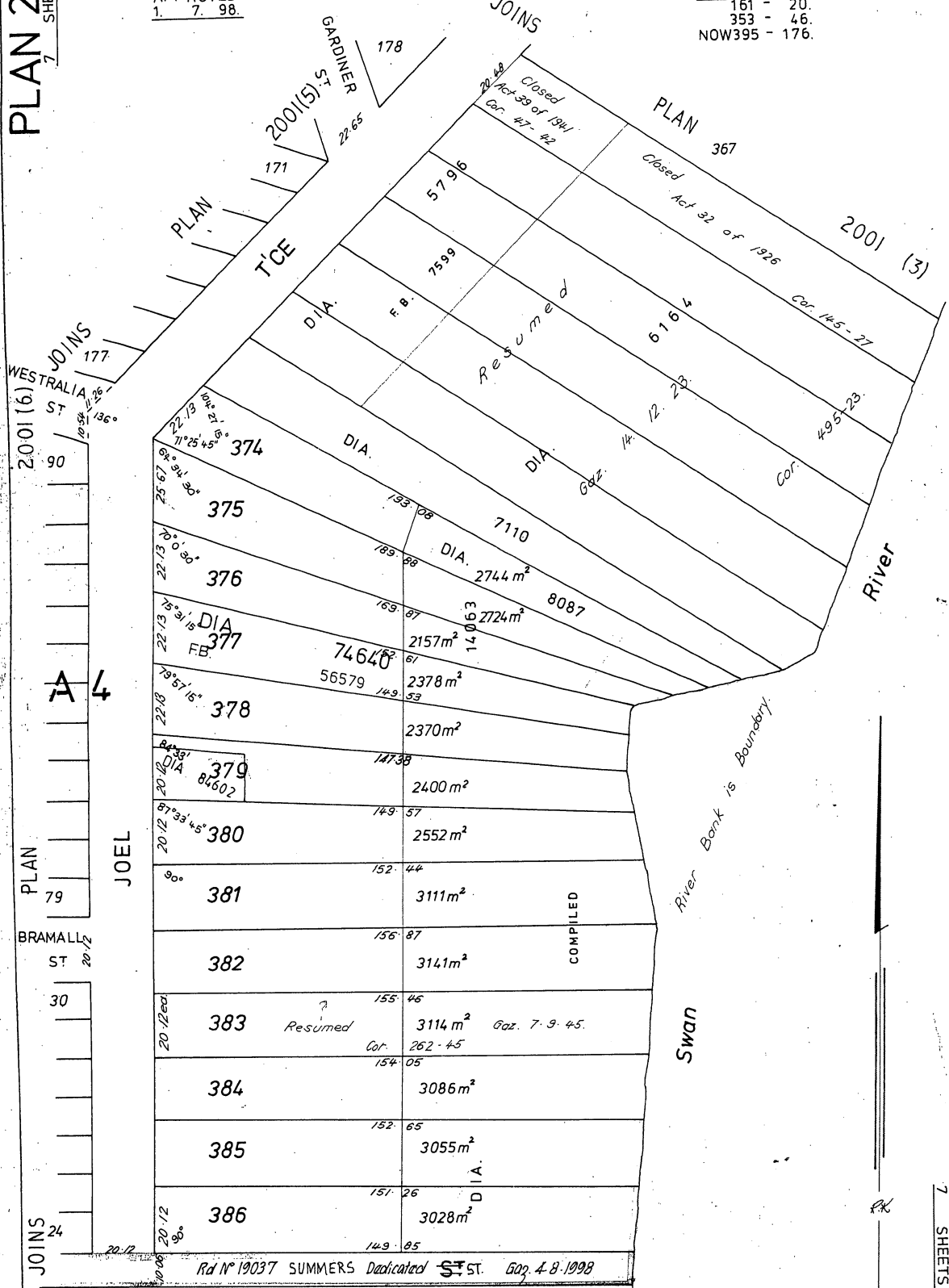
L.T.O. COR. 505-22.
 F.B. 1869 & 7658
 INDEX PLAN PERTH 1000 28.51
 " " " " 28.50



PLAN 2001(7)
 7 SHEETS

APPROVED
 1. 7. 98.

C.T.S. 19 - 184.
 151 - 20.
 353 - 46.
 NOW395 - 176.



PLAN 79

BRAMALL ST 20/12

30

JOINS 24

JOEL

A4

WESTRALIA ST 20/12

PLAN 90

JOINS 177

PLAN 171

2001(5) TICE

PLAN 178

2001(6) JOINS

PLAN 177

PLAN 177

PLAN 177

PLAN 177

PLAN 177

PLAN 177

PLAN 177

PLAN 177

PLAN 177

PLAN 177

PLAN 177

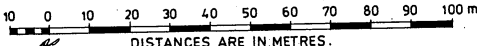
PLAN 177

PLAN 177

P 002001 F 07



SCALE



DISTANCES ARE IN METRES.



PLAN 2001(7)
 7 SHEETS

Plan 2001

Lot	Certificate of Title	Lot Status	Part Lot
0	N/A	Retired	
18	1232/991	Registered	
19	981/64	Registered	
20	1916/878	Registered	
21	SP55446	Strata'd	
21	1449/921 (Cancelled)	Strata'd	
24	1111/475 (Cancelled)	Retired	
25	1111/475 (Cancelled)	Retired	
26	1111/475 (Cancelled)	Retired	
27	1122/868 (Cancelled)	Retired	
28	2002/703 (Cancelled)	Retired	
29	1554/33	Registered	
30	1742/170	Registered	
31	1412/67	Registered	
32	1231/695	Registered	
33	1002/324 (Cancelled)	Strata'd	
33	SP68471	Strata'd	
34	1639/453	Registered	
35	1284/808	Registered	
36	1284/26	Registered	
55	1965/321	Registered	
56	2720/301	Registered	
57	2720/302	Registered	
58	2720/303	Registered	
59	2720/304	Registered	
60	2720/305	Registered	
61	2720/306	Registered	
62	2720/307	Registered	
63	2720/308	Registered	
73	1422/283 (Cancelled)	Retired	
74	1841/375	Registered	
75	862/144	Registered	
76	268/147A	Registered	
77	1712/894	Registered	
78	SP76725	Strata'd	
78	1275/910 (Cancelled)	Strata'd	
79	1167/281	Registered	
80	1133/928	Registered	
81	1062/882	Registered	
82	1564/684	Registered	
84	1676/873	Registered	
85	1676/873	Registered	
86	1162/739 (Cancelled)	Strata'd	
86	SP61468	Strata'd	
87	1162/943	Registered	

Plan 2001

Lot	Certificate of Title	Lot Status	Part Lot
88	1580/884	Registered	
89	1752/18	Registered	
90	1600/397 (Cancelled)	Strata'd	
90	SP41249	Strata'd	
91	40/254A	Registered	
92	1948/388	Registered	
93	1389/874	Registered	
94	1130/202	Registered	
95	1122/626	Registered	
96	SP62499	Strata'd	
96	1744/113 (Cancelled)	Strata'd	
97	2087/40	Registered	
98	1817/801	Registered	
99	109/143A	Registered	
99	109/142A	Registered	
100	1376/340	Registered	
124	1707/378	Registered	
125	1097/901	Registered	
126	1586/544	Registered	
127	1304/258	Registered	
128	1377/627	Registered	
129	1695/584	Registered	
130	1567/426	Registered	
131	1361/381	Registered	
132	1314/10	Registered	
133	1763/110	Registered	
147	279/79A (Cancelled)	Retired	
148	1584/170 (Cancelled)	Retired	
149	1545/660	Registered	
150	2139/475	Registered	
151	1176/129	Registered	
152	1729/675	Registered	
153	1542/801	Registered	
154	1716/970	Registered	
155	1582/178	Registered	
156	1804/590	Registered	
157	1703/891	Registered	
158	1587/926	Registered	
159	1598/485	Registered	
160	1768/291	Registered	
161	1674/197	Registered	
162	1773/680	Registered	
163	1927/449	Registered	
164	1350/259	Registered	
165	1043/321	Registered	



Plan 2001

Lot	Certificate of Title	Lot Status	Part Lot
166	1066/467	Registered	
167	1578/180	Registered	
168	1593/477	Registered	
169	1053/472	Registered	
170	472/47	Registered	
171	1647/993	Registered	
172	1987/362	Registered	
173	1696/882	Registered	
174	1457/866	Registered	
175	1278/240	Registered	
176	487/67A	Registered	
177	21/340A	Registered	
182	1324/546	Registered	
183	1065/199	Registered	
184	1065/199	Registered	
185	1826/751	Registered	
186	1826/752	Registered	
187	1232/94	Registered	
188	1573/249	Registered	
189	N/A	Retired	
190	2204/413	Registered	
191	2140/270	Registered	
192	2127/273	Registered	
193	17/4A	Registered	
194	2067/450	Registered	
195	1681/708	Registered	
196	1678/890	Registered	
197	N/A	Retired	
199	1378/997	Registered	
200	1307/82	Registered	
201	1641/902	Registered	
202	1868/517	Registered	
203	1418/87	Registered	
204	1887/420	Registered	
205	N/A	Retired	
207	2178/84	Registered	
208	1265/648	Registered	
209	1265/649	Registered	
210	1586/146	Registered	
211	1687/672	Registered	
212	1761/549	Registered	
213	1684/325	Registered	
214	1270/310	Registered	
215	SP351	Strata'd	
216	1334/969	Registered	

Plan 2001

Lot	Certificate of Title	Lot Status	Part Lot
217	N/A	Retired	Yes
218	1957/278	Registered	
219	117/97A	Registered	
220	1612/603	Registered	
221	1111/740	Registered	
222	1111/741	Registered	
223	1111/739	Registered	
224	1435/83	Registered	
225	N/A	Retired	Yes
226	1030/503 (Cancelled)	Retired	
227	1440/356	Registered	
228	25/26A	Registered	
229	2208/997 (Cancelled)	Retired	
230	2208/998 (Cancelled)	Retired	
231	2208/999 (Cancelled)	Retired	
232	2208/1000 (Cancelled)	Retired	
233	SP58926	Strata'd	
233	1307/980 (Cancelled)	Strata'd	
234	1464/800	Registered	
235	1286/319	Registered	
236	1187/471	Registered	
237	2208/548	Registered	
238	2208/546	Registered	
239	2208/549	Registered	
240	2208/550	Registered	
241	2208/551	Registered	
242	N/A	Retired	Yes
243	2208/542	Registered	
244	2209/505	Registered	
245	2208/545	Registered	
246	2208/547	Registered	
247	2208/552	Registered	
248	2208/543	Registered	
249	2209/504	Registered	
250	2208/544	Registered	
251	2209/508	Registered	
252	2209/506	Registered	
253	N/A	Retired	Yes
254	2209/507	Registered	
255	1701/915	Registered	
256	2009/635	Registered	
258	N/A	Retired	Yes
259	N/A	Retired	Yes
260	1539/853	Registered	
261	1538/429	Registered	

Plan 2001

Lot	Certificate of Title	Lot Status	Part Lot
262	1269/267	Registered	
263	630/67A	Registered	
264	1717/179	Registered	
265	1185/734	Registered	
266	566/123A	Registered	
267	N/A	Retired	Yes
268	1678/389 (Cancelled)	Retired	
269	1780/774	Registered	
270	1746/844	Registered	
271	1611/584	Registered	
272	1477/307	Registered	
273	2044/364	Registered	
274	SP23897	Strata'd	
275	1753/192	Registered	
276	N/A	Retired	Yes
277	N/A	Retired	
278	1592/734	Registered	
279	1592/735	Registered	
280	1286/937	Registered	
281	1466/899	Registered	
282	1612/94	Registered	
283	1251/357	Registered	
284	2850/526	Registered	
284	1637/872 (Cancelled)	Registered	
284	1476/157 (Cancelled)	Registered	
285	87/153A	Registered	
286	1690/329	Registered	
287	41/33A	Registered	
288	2004/744	Registered	
289	1724/777	Registered	
290	N/A	Retired	Yes
291	N/A	Retired	Yes
292	1348/495	Registered	
293	1608/457	Registered	
294	1498/428	Registered	
295	1302/436	Registered	
296	1412/227	Registered	
297	1193/538	Registered	
298	1225/334	Registered	
299	1795/995	Registered	
300	1454/438	Registered	
301	1193/517	Registered	
302	1544/913	Registered	
303	1774/168	Registered	
304	1474/769	Registered	

Plan 2001

Lot	Certificate of Title	Lot Status	Part Lot
305	1637/197	Registered	
306	1415/796	Registered	
307	2202/12	Registered	
308	2081/149	Registered	
309	2054/504	Registered	
310	1411/675	Registered	■ ■
311	1848/721	Registered	
312	1334/939	Registered	
313	1915/557	Registered	
314	1915/558	Registered	
316	1436/486	Registered	
317	1573/338	Registered	
318	1573/339	Registered	
319	2197/222 (Cancelled)	Retired	
320	1957/277	Registered	
321	1649/799	Registered	
322	1478/700	Registered	
323	753/192	Registered	
324	1072/185	Registered	
325	1368/440	Registered	
326	2097/812	Registered	
327	2097/813	Registered	
328	2130/312	Registered	
329	1805/706	Registered	
330	1006/952	Registered	
331	1727/204	Registered	
332	1692/871	Registered	
333	1313/506	Registered	
334	1480/781	Registered	
335	1406/70	Registered	
336	1118/132	Registered	
337	1302/926	Registered	
338	1664/235	Registered	
339	1413/194	Registered	
340	1508/863	Registered	
341	1389/822	Registered	
342	2069/479	Registered	
343	2069/479	Registered	
345	455/41A	Registered	
348	2004/437 (Cancelled)	Retired	
349	773/53 (Cancelled)	Retired	
350	1932/508	Registered	
365	N/A	Retired	
366	N/A	Retired	
367	N/A	Retired	

Plan 2001

<u>Lot</u>	<u>Certificate of Title</u>	<u>Lot Status</u>	<u>Part Lot</u>
374	SP64163	Strata'd	
374	1014/989 (Cancelled)	Strata'd	
375	1298/177	Registered	
376	1123/406 (Cancelled)	Retired	
378	1109/728	Registered	
379	SP45840	Strata'd	
379	1975/442 (Cancelled)	Strata'd	
380	1112/832	Registered	
381	1112/680	Registered	
382	1111/641	Registered	
383	1109/892	Registered	
384	1112/633	Registered	
385	1225/288	Registered	
386	1111/252	Registered	