

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



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OF WESTERN AUSTRALIA (INC.)  
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000011216488



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

TO:	BJK Genesis Property Pty Ltd		
Address	6/160 Scarborough Beach Road		
Suburb	Mount Hawthorn	State	WA
		Postcode	6016

As Agent for the Seller / ~~Buyer~~

THE BUYER

Name			
Address			
Suburb		State	
		Postcode	
Name			
Address			
Suburb		State	
		Postcode	

EMAIL: The Buyer consents to Notices being served at:

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

<input type="checkbox"/> Sole owner	<input type="checkbox"/> Joint Tenants	<input type="checkbox"/> Tenants in Common specify the undivided shares	

SCHEDULE

The <b>Property</b> at:			
Address	85 Treetop Avenue		
Suburb	Edgewater	State	WA
		Postcode	6027
Lot	576	Deposited/Survey/Strata/Diagram/Plan	12615
Whole / <del>Part</del> Vol	1517	Folio	202

A **deposit** of \$ of which \$ 0 is paid now and \$ to be paid within 7 days of acceptance to be held by First National Real Estate Genesis

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

<b>Purchase Price</b>	
<b>Settlement Date</b>	
<b>Property Chattels</b> including	All fixed floor coverings, light fittings, window treatments and all pool equipment as inspected and where applicable.

GST WITHHOLDING

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

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

## CONDITIONS

### 1. SUBJECT TO FINANCE

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

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

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

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

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

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

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

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

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

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

#### 1.4 Finance Approval: Approval Notice Given

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

- (a) Finance Approval has been obtained; or  
(b) an Approval Notice has been given to the Seller or Seller Agent;
- then this Clause 1 is satisfied and this Contract is in full force and effect.

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

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

#### 1.6 Buyer Must Keep Seller Informed: Evidence

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

#### 1.7 Right To Terminate

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

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

#### 1.8 Waiver

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

#### 1.9 Definitions

In this Clause:

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

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

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

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

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

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

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

**Latest Time** means:

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

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

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

**Non Approval Notice** means:

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

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

## SPECIAL CONDITIONS

1. The Buyer is aware that they will be required, prior to settlement, to complete and lodge a Foreign Transfer Duty Declaration which may result in the payment by them of Foreign Transfer Duty which is not included in the purchase price. The buyer acknowledges they have made all necessary enquiries to satisfy themselves about their responsibilities regarding Foreign Transfer Duty.
2. The buyer is aware that the external door from the living room to the backyard does not open and the fireplace is not operational.
3. The stove-top electric ignition is not warranted as operational by the seller.
4. The buyer is aware that the shutters in the dining room are not warranted as operational by the seller.
5. The buyer is aware that the shutters in the living room are not warranted despite being manually operational.

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

## SPECIAL CONDITIONS - Continued

6. The buyer is aware that the security system is not warranted by the seller.

**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

<b>Name</b>	Hawa Mohamed Huber		
<b>Address</b>	85 Treetop Avenue		
<b>Suburb</b>	Edgewater	<b>State</b>	WA
		<b>Postcode</b>	6027
<b>Name</b>			
<b>Address</b>			
<b>Suburb</b>		<b>State</b>	
		<b>Postcode</b>	

EMAIL: The Seller consents to Notices being served at:

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

Signature	Date	Signature	Date
Signature	Date	Signature	Date

### RECEIPT OF DOCUMENTS

The Buyer acknowledges receipt of the following documents:

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

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

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

### RECEIPT OF DOCUMENTS

The Seller acknowledges receipt of the following documents:

1. This offer and acceptance
2. 2022 General Conditions

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

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

**CONVEYANCER** (Legal Practitioner/Settlement Agent)

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

	BUYER'S REPRESENTATIVE	SELLER'S REPRESENTATIVE
<b>Name</b>		
<b>Signature</b>		

### COPYRIGHT

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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 <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 **Hawa Mohamed Huber**

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

AUSTRALIAN STANDARD PRE-PURCHASE
INSPECTION FOR MAJOR STRUCTURAL DEFECTS



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ANNEXURE A

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

85 Treetop Avenue, Edgewater WA 6027

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

- 1. The Buyer may at their expense obtain a written Report on any Major Structural Defects of the residential building and of the following described areas Located upon the Property ("Building"). If nothing is completed in the blank space then the Building will be the residential Building only.
2. The Buyer must serve a copy of the Report on the Seller, Seller Agent or Seller Representative by 4PM on: \*complete (a) or (b)
(a\*) / / OR (b\*) 14 days after acceptance ("Date")
3. If the Buyer, and Seller Agent or Seller or Seller Representative do not receive the Report before the Date then the Buyer will be deemed to have waived the benefit of this Annexure. Time is of the essence.
4. If the Report identifies Major Structural Defects to the Property's Building, the Buyer may at any time but no later than three (3) Business Days after the Date serve a Major Structural Defects Notice on the Seller, Seller Agent or Seller Representative giving the Seller five (5) Business Days to agree to remedy the Major Structural Defects.
5. If the Seller elects in writing to remedy the Major Structural Defects in the Major Structural Defects Notice then the Settlement Date will be delayed until the later of: (a) three (3) Business Days after the Seller's Work is completed as certified by the Seller's Builder and (b) the Settlement Date.
6. The Seller must do the Work expeditiously and in good and workmanlike manner through a Builder and provide evidence to the Buyer of completion of the Work.
7. If, prior to the Seller commencing Work, the Seller and Buyer wish to agree and do agree an amount to be paid by the Seller to the Buyer then the amount will be deducted from the Purchase Price at Settlement and the Seller will not undertake the Work.
8. If the Seller does not agree in writing to remedy Major Structural Defects within five (5) Business Days from when the Major Structural Defects Notice was served on the Seller, Seller Agent or Seller Representative then:
(a) At any time within a further Five (5) Business Days after (1) that period ending (if no notice is given by the seller); or (2) the date notice in writing is given by the Seller to the Buyer, the Buyer may give notice in writing to the Seller, Seller Agent or Seller Representative terminating the Contract and the Deposit and other monies paid will be repaid to the Buyer;
(b) if the Buyer does not terminate the Contract pursuant to this clause 8, then this Annexure ceases to apply and the Contract continues unaffected by this Annexure.
9. In this Annexure:
9.1 "Builder" means a registered building service contractor (as defined in the Building Services (Registration) Act 2011WA) qualified to remedy the matters set out in the Major Structural Defects Notice.
9.2 "Consultant" means an independent inspector qualified and experienced in undertaking pre-purchase property inspections to ascertain Major Structural Defects.
9.3 "Date" means the date inserted or calculated in clause 2. If nothing is inserted in clause 2 then the Date will be five (5) Business Days from the later of (i) the Contract Date; or (ii) the Latest Time for Financial Approval (if any).
9.4 "Major Structural Defects" means a fault or deviation from the intended structural performance of a building element and is a major defect to the building structure of sufficient magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility, or further deterioration of the building structure. Major Structural Defects does not include any non-structural element, e.g., roof plumbing and roof covering, general gas, water and sanitary plumbing, electrical wiring, partition walls, cabinetry, windows, doors, trims, fencing, minor structures, non-structural damp issues, ceiling linings, floor coverings, decorative finishes such as plastering, painting, tiling etc., general maintenance, or spalling of masonry, fretting of mortar or rusting of primary structural elements.
9.5 "Major Structural Defects Notice" means a Notice in writing from the Buyer to the Seller to provide the Seller with the opportunity to agree to rectify the Major Structural Defects that the Buyer requires to be rectified.
9.6 "Report" means the report performed in accordance with Appendix A of the Standard by a 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

[Signature box]

BUYER SIGNATURE

[Signature box]

SELLER SIGNATURE

[Signature box]

SELLER SIGNATURE

[Signature box]

BUYER SIGNATURE

[Signature box]

BUYER SIGNATURE

[Signature box]

SELLER SIGNATURE

[Signature box]

SELLER SIGNATURE

[Signature box]

ANNEXURE

B

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

85 Treetop Avenue, Edgewater WA 6027

1. The Buyer may at their expense obtain a non-invasive written Report on any Timber Pest Activity or Damage of the residential building and of the following described areas Located upon the Property ("**Building**"). If nothing is completed in the blank space then the Building will be the residential Building only.
- 
- This Annexure does not apply to: (a) any Activity or Damage outside the Building; (b) any comments in the Report about conditions conducive to or susceptibility to Timber Pests; or (c) recommendations for further investigations.
2. The Buyer must serve a copy of the Report on the Seller, Seller Agent or Seller Representative by 4PM on: \*complete (a) or (b)  
(a\*) // OR (b\*) 14 days after acceptance ("Date")
3. If the Buyer, and Seller, Seller Agent or Seller Representative do not receive the Report before the Date then the Buyer will be deemed to have waived the benefit of this Annexure. Time is of the essence.
4. If the Report identifies Activity on, or Damage to, the Building, the Buyer may at any time within three (3) Business Days after the Date serve a Timber Pest Notice on the Seller, Seller Agent or Seller Representative giving the Seller Five (5) Business Days to agree to Eradicate and/or Repair.
5. If the Seller elects in writing to Eradicate and/or Repair pursuant to the Timber Pest Notice then the Settlement Date will be delayed until the later of: (a) three (3) Business Days after the Seller's Work is completed as certified by, the Seller's Builder in relation to Repair or a Consultant in relation to Eradication or, the later of them if both are required and (b) the Settlement Date.
6. The Seller must do the Work expeditiously and in a good and workmanlike manner through (a) a Builder to Repair or (b) a Consultant to Eradicate, and provide evidence to the Buyer of completion of the Work.
7. If, prior to the Seller commencing the Work, the Seller and Buyer wish to agree and do agree an amount to be paid by the Seller to the Buyer then that amount will be deducted from the Purchase Price at Settlement and the Seller will not undertake the Work.
8. If the Seller does not agree in writing to Eradicate and/or Repair within Five (5) Business Days from when the Timber Pest Notice was served on the Seller, Seller Agent or Seller Representative then  
(a) At any time within a further Five (5) Business Days after (1) that period ending (if no notice is given by the seller); or (2) the date notice in writing is given by the Seller to the Buyer, the Buyer may give notice in writing to the Seller, Seller Agent or Seller Representative terminating the Contract and the Deposit and other monies paid will be repaid to the Buyer;  
(b) if the Buyer does not terminate the Contract pursuant to this clause 8, then this Annexure ceases to apply and the Contract continues unaffected by this Annexure.
9. In this Annexure:
- 9.1 "Activity" means evidence of the presence of current Timber Pests.
- 9.2 "Builder" means a registered building service contractor (as defined in the *Building Services (Registration) Act 2011*WA) qualified to remedy the matters set out in the Major Structural Defects Notice.
- 9.3 "Consultant" means an independent inspector qualified and experienced in undertaking, pre-purchase property inspections pursuant to the Standard and Eradication.
- 9.4 "Damage" means evidence of damage caused by Timber Pests to the Building.
- 9.5 "Date" means the date inserted or calculated in clause 2. If no date is inserted in clause 2 then the Date will be Five (5) Business Days from the later of: (i) the Contract Date; or (ii) the Latest Time for Finance Approval (if any).
- 9.6 "Eradicate" and "Eradication" mean the treatment necessary to eradicate Activity affecting the Building.
- 9.7 "Repair" means the Work necessary to repair any Damage.
- 9.8 "Report" means a report performed in accordance with the Standard by a Consultant at the Property.
- 9.9 "Standard" means Australian Standard AS 4349.3-2010 (as amended from time to time) Inspection of buildings Timber Pest Inspections.
- 9.10 "Timber Pests" means subterranean and dampwood termites, borers of seasoned timber and wood decay fungi as defined in the Standard.
- 9.11 "Timber Pest Notice" means a Notice in writing from the Buyer to the Seller to provide the Seller with the opportunity to agree to Eradicate and/or Repair that the Buyer requires pursuant to the Report.
- 9.12 "Work" means the work required to Repair pursuant to the Timber Pest Notice.
- 9.13 Words not defined in this Annexure have the same meaning as defined in the Standard or the 2022 General Conditions.

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



AUSTRALIA

TITLE NUMBER

Volume

Folio

1517

202

## 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 576 ON PLAN 12615

### REGISTERED PROPRIETOR: (FIRST SCHEDULE)

HAWA MOHAMED HUBER OF 85 TREETOP AVENUE, EDGEWATER

(T M568327 ) REGISTERED 6/3/2014

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

1. C111864 RESTRICTIVE COVENANT BURDEN REGISTERED 2/4/1981.

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: 1517-202 (576/P12615)  
PREVIOUS TITLE: 1517-201  
PROPERTY STREET ADDRESS: 85 TREETOP AV, EDGEWATER.  
LOCAL GOVERNMENT AUTHORITY: CITY OF JOONDALUP



Application B605568

WESTERN

AUSTRALIA

Volume 1517 Folio 201



1517 202

# 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 18th October 1978

*Limbrough*  
REGISTRAR OF TITLES



## ESTATE AND LAND REFERRED TO

Estate in fee simple in portion of Swan Location 9580 and being Lot 576 on Plan 12615, delineated and coloured green on the map in the Third Schedule hereto, limited however to the natural surface and therefrom to a depth of 12.19 metres.

## FIRST SCHEDULE (continued overleaf)

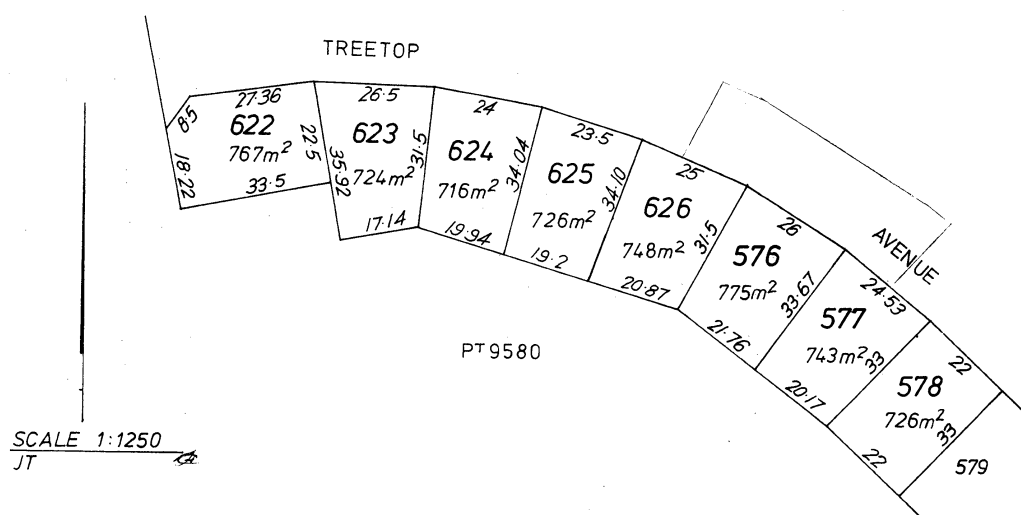
~~R.D.C. Projects (W.A.) Pty. Limited, of 290 Scarborough Beach Road, Osborne Park~~

## SECOND SCHEDULE (continued overleaf)

~~1. MORTGAGE B409266 to Town & Country Permanent Building Society. Registered 31.10.77 at 12.07 o/c~~  
Discharged B698076 19.4.79 *a*

*Limbrough*  
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.

72009/12/77-45M-S/2860

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

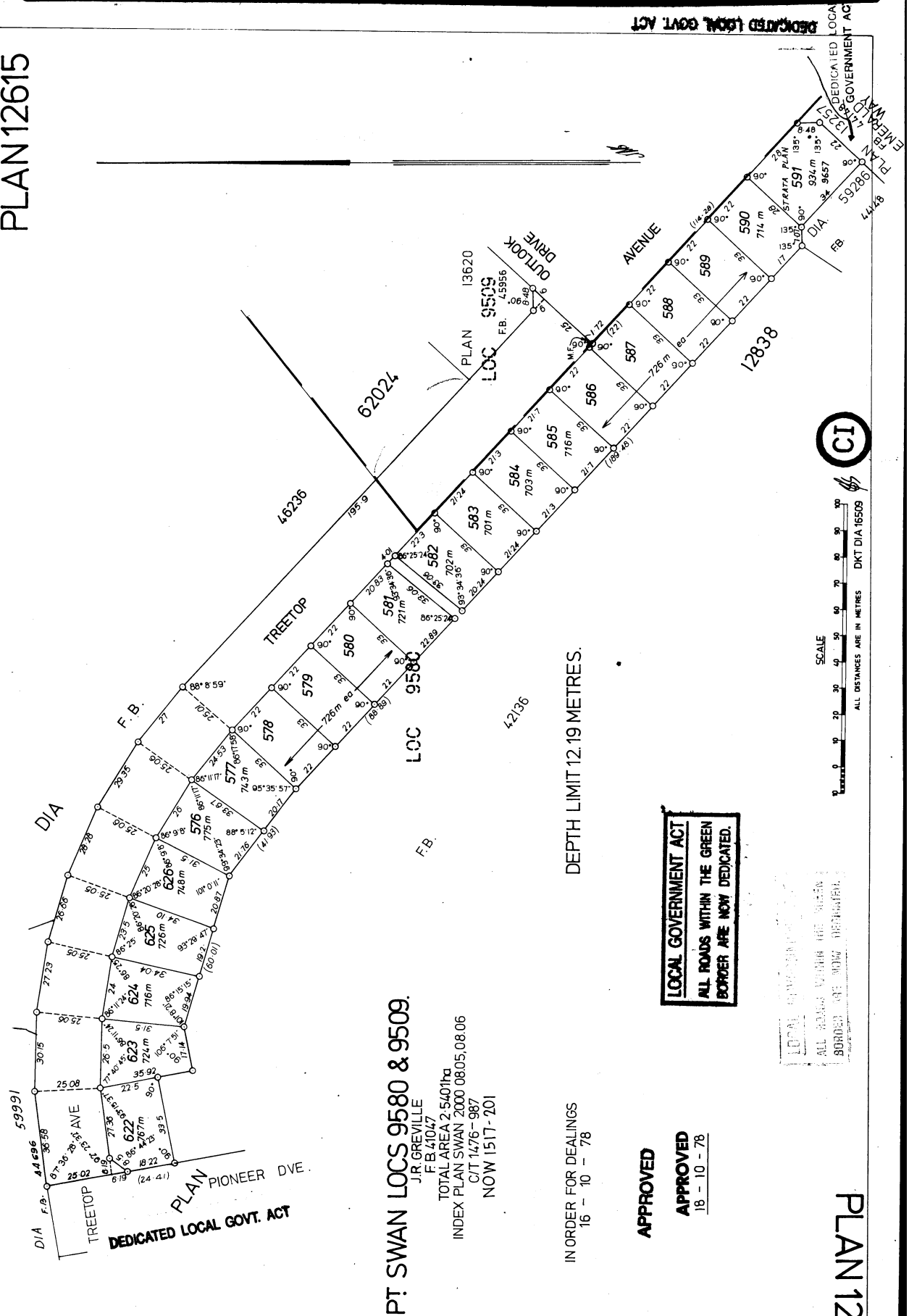
FIRST SCHEDULE (continued)						
NOTE: RULING THROUGH AND SEALING WITH THE OFFICE SEAL INDICATES THAT AN ENTRY NO LONGER HAS EFFECT. ENTRIES NOT RULED THROUGH MAY BE AFFECTED BY SUBSEQUENT ENDORSEMENTS.						
REGISTERED PROPRIETOR		INSTRUMENT		REGISTERED	TIME	SEAL
NATURE	NUMBER					INITIALS
<u>Colin Hall, Serviceman and Jennifer Anne Hall, Psychiatric Nurse, both of 4 Island Place, Heathridge, as joint tenants.</u>		Transfer		C111864	2.4.81	2.20
By Deed Poll Book 26 No. 18862 the first proprietor changed his name to Mathew Colin Elliott and by Deed Poll Book 26 No. 18930 the second proprietor changed her name to Jennifer Anne Elliott, the description of the first proprietor is RAAF Police Officer and the address of both proprietors is 85 Treetop Avenue, Edgewater.		Application		D28730	23.5.85	3.49
<u>Gary Edward Delamotte and Deanne Maree Delamotte both of 85 Treetop Avenue, Edgewater, as joint tenants.</u>		Transfer		F253073	19.7.93	12.02
<u>Beat Huber of 74 Lakevalley Drive, Edgewater.</u>		Transfer		G134133	25.3.96	8.26
<u>The correct address of the registered proprietor is now 85 Treetop Avenue, Edgewater.</u>		By		H276446	11.11.99	8.07

SECOND SCHEDULE (continued)						
NOTE: RULING THROUGH AND SEALING WITH THE OFFICE SEAL INDICATES THAT AN ENTRY NO LONGER HAS EFFECT. ENTRIES NOT RULED THROUGH MAY BE AFFECTED BY SUBSEQUENT ENDORSEMENTS.						
PARTICULARS		REGISTERED	TIME	SEAL	INITIALS	SEAL
INSTRUMENT	NUMBER					INITIALS
NATURE						
Transfer	C111864	contains a restrictive covenant.	2.4.81	2.20		
Mortgage	C111865	to Town & Country Permanent Building Society.	2.4.81	2.20		
Caveat	C827827	As to the interest of Jennifer Anne Hall only.				
Mortgage	D308347	Lodged 2.8.1987 at 1.35.076	21.8.86	11.05		
		to Police Credit Society of WA Ltd.				
		Transfer E158906 of Mortgage - C111865				
		TOWN & COUNTRY HOUSING BONDS LTD.				
		Registered 25th July 1989 at 14.25 HRS.				
		DUP C/T NOT PRODUCED.				
		to Challenge Bank Ltd.				
Mortgage	F253074	to Bank of Western Australia Ltd.	19.7.93	12.02		
Mortgage	G134134	to Bank of Western Australia Ltd.	25.3.96	8.26		
Mortgage	H276446	to Bank of Western Australia Ltd.	11.11.99	8.07		

PLAN12615



P 012615 F 01



PT SWAN LOCS 9580 & 9509.

J.R. GREVILLE

F.B. 41047

TOTAL AREA 2.5401ha

INDEX PLAN SWAN 2000 08.05.08.06

CIT 1476-987

NOW 1517-201

IN ORDER FOR DEALINGS  
16 - 10 - 78

APPROVED

APPROVED  
18 - 10 - 78

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

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



SCALE  
ALL DISTANCES ARE IN METRES  
DKT DIA 16509

PLAN12615

# Plan 12615

Lot	Certificate of Title	Lot Status	Part Lot
576	1517/202	Registered	
577	1517/203	Registered	
578	1517/204	Registered	
579	1517/205 (Cancelled)	Strata'd	
579	SP81850	Strata'd	
580	1517/206	Registered	
581	1517/207	Registered	
582	1517/208	Registered	
583	1517/209	Registered	
584	1517/210	Registered	
585	1517/211	Registered	
586	1749/176	Registered	
587	1517/213	Registered	
588	1517/214	Registered	
589	1517/215	Registered	
590	1517/216	Registered	
591	SP9657	Strata'd	
622	1643/592	Registered	
623	1517/219	Registered	
624	1517/220	Registered	
625	1517/221	Registered	
626	1517/222	Registered	

Form T2.

WESTERN AUSTRALIAN STAMP DUTIES

19-MAR-81 162819 \$ . . D S/DLST \$215.00

WESTERN AUSTRALIA.  
Transfer of Land Act 1893 as amended  
**TRANSFER OF LAND**

No. C111864

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

Portion of Swan Location 9580 and being Lot 576 on Plan 12615  
and being the whole of the land comprised in Certificate of Title  
Volume 1517 Folio 202 limited however to the natural surface and  
therefrom to a depth of 12.19 metres



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, address  
and occupation.

R.D.C. PROJECTS (W.A.) PTY. LIMITED OF  
290 Scarborough Beach Road,  
Osborne Park

CONSIDERATION  
IN WORDS.

TWELVE THOUSAND TWO HUNDRED AND FIFTY DOLLARS (\$12,250.00)

TRANSFeree  
Full name, address  
and occupation. 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.

COLIN HALL Serviceman and JENNIFER ANNE HALL Psychiatric Nurse  
both of 4 Island Place, Heathridge  
As Joint Tenants

19/3/81

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

SANDS & McDUGALL  
STOCK FORM 317

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. (u)

And the transferees for themselves and their successors in title and the registered proprietor for the time being of the land hereby transferred hereby covenant with the transferor and its successors in title and the registered proprietor or proprietors of the land to which the benefit of the following covenants is appurtenant more particularly described hereunder that

1. The transferee will not erect or permit or suffer the erection on the said land of any building unless the external building materials are compatible with those of buildings erected on other Lots on plan 12615
2. The transferee will not carry out or permit to be carried out or suffer the carrying out on the said land of any landscaping to the front elevation only unless the same is compatible with landscaping on other Lots on plan 12615
3. And the benefit of these covenants is appurtenant to all of the Lots on plan 12615 except the within transferred Lot:.

*covenant*  
*RA*

a. Here set forth:  
any Easements to be  
created as appurtenant  
to the land com-  
mencing with the  
words "together with"  
and/or  
any Reservations  
hereby created en-  
cumbering the land  
commencing with the  
words "Reserving to"  
and/or  
any Restrictive  
Covenants hereby  
created.

Dated this 19th day of March 1981

TRANSFERORS SIGN HERE (see note 1)

b. Signature. Signed (b)  
in the presence of (c) EXECUTED by R.D.C. PROJECTS (W.A.) ) R.D.C. PROJECTS (W.A.)  
PTY. LIMITED by its Attorney ) PTY. LIMITED by:  
STEPHEN JOHN FOSTER )  
Signed (b) appointed under Power of Attorney )  
in the presence of (c) filed at Office of Titles under )  
Number B931058 in the presence of )  
of: )  
d. Add attestations as required. (d) ELZA O'DEA  
Commissioner for Declarations  
51 Fisher Street, Belmont, 6104

TRANSFEREES AND OTHER PARTIES SIGN HERE (see note 1)

Signed (b) Elin Hall  
in the presence of (c) WITNESS...  
ADDRESS... 13 Lamberton St. Greenwood  
Signed (b) OCCUPATION... Real Estate Consultant  
in the presence of (c) Jennifer Hall.  
WITNESS...  
ADDRESS... 13 Lamberton St.  
OCCUPATION... Real Estate Consultant

**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.

C111864

**TRANSFER**

FEES (office use)	\$	c
	20	—

Parties

1901 APR 2 PM 2:20

Lodged by

Address

Phone No.

Murray Settlements  
297 Murray Street  
Perth 6000  
321 6844

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

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

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

**BELOW THIS LINE FOR OFFICE USE ONLY**

Encumbrances  
not notified  
on face.

New Titles  
to issue or  
Endorsing  
instruction.

EXAMINED.

Registered *2nd April 1991*  
at *2.00* o'clock and  
particulars entered in the Register Book.

Initials of  
Signing  
Officer

REGISTRAR OF TITLES