

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

**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



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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 are incorporated into this Contract so far as they are not varied by or inconsistent with the Conditions or Special Conditions of this Contract.
4. The parties consent to the information in this Contract being used/disclosed by REIWA and the Seller Agent in accordance with the privacy collection notices pursuant to the Australian Privacy Principles that appear on the REIWA and Seller Agent's websites.



## SPECIAL CONDITIONS

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

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

## SPECIAL CONDITIONS - Continued

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

Signature 	Date	Signature	Date
Signature 	Date	Signature	Date

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

<b>Name</b>	Helen Pauline Sykes		
<b>Address</b>	46 Devon Road		
<b>Suburb</b>	Bassendean	<b>State</b>	WA
		<b>Postcode</b>	6054
<b>Name</b>	Ian Marshall Sykes		
<b>Address</b>	46 Devon Road		
<b>Suburb</b>	Bassendean	<b>State</b>	WA
		<b>Postcode</b>	6054

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 
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#### RECEIPT OF DOCUMENTS

The Seller acknowledges receipt of the following documents:


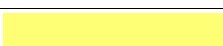
1. This offer and acceptance
2. 2022 General Conditions

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>	<input type="text"/>	<input type="text"/>
<b>Signature</b>		<input type="text"/>
		<input type="text"/>

#### COPYRIGHT

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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 Helen Pauline Sykes

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name Ian Marshall Sykes

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

46 Devon Road, Bassendean WA 6054

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

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

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

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

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

**BUYER SIGNATURE**

**BUYER SIGNATURE**

**SELLER SIGNATURE**

**SELLER SIGNATURE**

**BUYER SIGNATURE**

**BUYER SIGNATURE**

**SELLER SIGNATURE**

**SELLER SIGNATURE**

# AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR TIMBER PESTS



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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

46 Devon Road, Bassendean WA 6054

4PM on *\*complete one*  
 /  /  OR  
 ("Date")  
**14 days after acceptance**

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

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

1428 596

**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 44 ON PLAN 1911

**REGISTERED PROPRIETOR:**  
(FIRST SCHEDULE)

IAN MARSHALL SYKES  
HELEN PAULINE SYKES  
BOTH OF 46 DEVON ROAD, BASSENDEAN  
AS JOINT TENANTS

(T H512276 ) REGISTERED 28/7/2000

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

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: 1428-596 (44/P1911)  
PREVIOUS TITLE: 347-192  
PROPERTY STREET ADDRESS: 46 DEVON RD, BASSENDEAN.  
LOCAL GOVERNMENT AUTHORITY: TOWN OF BASSENDEAN



Transfer B113075

WESTERN



AUSTRALIA



Volume 347 Folio 192

1428 596

# 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.

596 FOL.

1428 VOL.

Page 1 (of 2 pages)

DATED 10th March, 1976

*Handwritten signature*  
REGISTRAR OF TITLES



ESTATE AND LAND REFERRED TO

Estate in fee simple in portion of Swan Location Q and being Lot 44 on Plan 1911 (Sheet 1), delineated and coloured green on the map in the Third Schedule hereto.

FIRST SCHEDULE (continued overleaf)

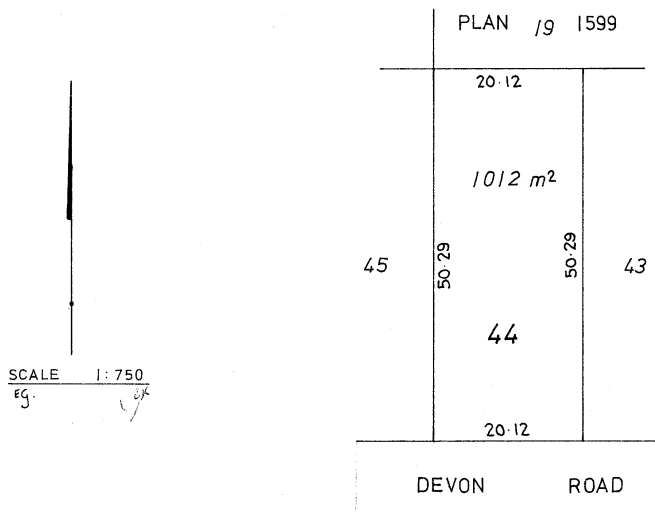
~~John Joseph Mulooley of 46 Devon Road, Bassendean, Retired Labourer~~

SECOND SCHEDULE (continued overleaf)

NIL

*Handwritten signature*  
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.

53083/12/75-20M-S/2860

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				
Public Trustee, as Executor of the Will of <u>John Joseph Mullooly</u> who died on 30-7-1992. (Probate granted 7-9-1992).	Application	F58741	8.12.92	9.53		
Susan Margaret Raffan of 18 Blockley Way, Bassendean, Lesley Ann Mullooly of 44 Devon Road, Bassendean and Thomas Cade Mullooly of 4 Falcon Court, High Wycombe, as tenants in common in equal shares.	Transfer	F58742	8.12.92	9.53		
Robert Alexander Smith and Katherine Yvette Pitt both of 46 Devon Road, Bassendean as tenants in common in equal shares	Transfer	F192003	18.5.93	8.01		
<u>Monica Agatha Hollingsworth</u> of 46 Devon Road, Bassendean.	Transfer	G305177	16.10.96	15.44		
<u>Gary Bernard Hughes</u> of 46 Devon Road, Bassendean.	Transfer	H108806	14.5.99	14.41		
<u>Ian Marshall Sykes</u> and <u>Helen Pauline Sykes</u> both of 80 Chesterton Road, Bassendean, as joint tenants.	Transfer	H512276	28.7.00	8.10		

**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
		NUMBER	NUMBER								
Mortgage	F192004 to R & I Bank of Western Australia Ltd.	18.5.93	8.01	8.01			Discharged	G305176	16.10.96		
Mortgage	F192005 to R & I Bank of Western Australia Ltd.	18.5.93	8.01	8.01			Discharged	G305176	16.10.96		
Mortgage	G872389 to St. George Bank Ltd.	10.8.98	15.02	15.02			Discharged	H108805	14.5.99		
Mortgage	H512277 to Westpac Banking Corporation.	28.7.00	8.10	8.10							







PLAN 1911(1)



Lot No.	Certificate of Title	Lot No.	Certificate of Title	Lot No.	Certificate of Title
X 15	168-111, 1579-990, 1687-874	44	347-192, 1428-596	91	575-125A, 1695-254
X 16	869-37, 1591-139	45	299-7, 1571-796,	92	891-145, 1868-734
19	259-177, 1740-437	46	202-109, 1455-893	93	936-143
20	178-188	47	567-95	94	1006-899
21	239-126, 1378-559, 1461-874(L)	48	608-145	99	959-53, 1582-965
22	1777-484 239-126, 1378-560 (1461-874(L))	49	847-134, 1391-540	100	953-161, 1683-257
23	1777-485 67-32A	50	610-115, 1391-539	101	1360-388
24	77-125A	51	738-155, 1743-370	102	1368-891, 1436-949
25	1082-771	52	996-22, 1740-513	103	1368-891, 1436-950
26	1077-255	53	1264-103, 1802-1000	104	340-97, 1462-056
27	1053-890	54	178-190, 1410-944	105	340-97, 1462-057
28	1271-817	55	1178-735, 1788-258,	106	340-97, 1462-058
29	346-150, 1892-680	56	471-93A	107	340-97, 1462-059
30	180-148	57	279-199, 1499-473	108	340-97, 1462-060
31	393-69, 1733-84,	58	1267-787	109	277-36
32	1355-664	59	1253-581	110	321-100
33	1355-665	60	163-68	111	28-26A
34	1310-550	61	304-271, 1976-262	112	28-25A
35	1309-593, 1863-714	62	833-99, 1495-789	113	1079-782, 1825-66
37	1375-877	65	353-12, 1578-149,	114	1079-782, 1825-66
38	1249-753	66	277-196, 1521-992,	115	1079-782, 1825-66
39	1358-880	67	513-96 <sup>A</sup>	116	257-37, 1822-564
40	1363-416	68	1204-644, 1453-728	117	257-37, 1822-564
41	524-18, 1533-751	69	1204-644, 1453-729	118	1277-714
42	272-142, 1390-304, STRATA PLAN 25497	70	1242-778, 1463-191	119	1279-765
43	347-193, 1834-743	71	1242-778, 1463-192	120	1098-893, 1686-388,
		72	1242-778	121	1098-893, 1686-388,
		73	1242-778	122	1098-894, 1839-940
		74	1204-644, 1453-730	123	1097-852
		75	1204-644, 1453-731	124	1280-601
		76	281-109, 1528-808	125	1280-601
		77	277-196, 1521-993,	126	122-76A
		78	1056-717	127	122-77A, STRATA PLAN 10377
		81	833-99, 1495-789	128	1079-782, 1825-66
		82	1304-272	129	1079-782, 1825-66,
		83	1141-888	130	1079-782, 1825-66
		84	1279-838	131	164-144A
		85	1279-839	132	REVESTED
		86	1279-839	133	164-144A
		87	469-150A, 1689-49	134	REVESTED
		88	469-150A, 1689-48	135	1064-858 REVESTED
		89	1264-104, STRATA PLAN 13915	136	531-151A
		90	575-125A, 1695-253	137	277-38
				138	1064-617, 1462-061
				139	1064-617, 1462-062
				140	1064-617, 1462-063
				141	1064-617, 1462-064
				142	166-103A
				143	166-103A, 1615-676
				144	1325-616
				145	1132-482
				146	1132-571, 1951-624
					1186-872, 1802-57
					81-91A, 1725-812







PLAN 1911(2) **CI**

Lot No.	Certificates of Title	Lot No.	Certificates of Title
1	537-154, 1590-460	179	1335-414, 1808-880
2	1094-268	180	1159-745, 1780-534
3	1031-810	181	1159-745, 1780-535
10	178-191, 1860-508	182	1159-745, 1780-536
147	1066-662, STRATA PLAN 9993	183	1159-745, 1780-537
148	807-51	184	1036-761, 1427-217
149	1221-85	185	1036-761, 1427-218
150	453-10, 1808-969	186	309-114, 1799-10
151	1000-954, 1607-518, STRATA PLAN 15299	187	309-114, 1799-10
152	1000-954, 1864-488	188	309-114, 1799-10
153	1000-954, 1864-488	189	277-38
154	277-38	190	1118-321, 1380-534
155	309-114, 1799-10	191	1118-321, 1380-533
156	309-114, 1799-10	199	586-11A, 1640-934
157	309-114, 1799-10	200	1369-621, STRATA PLAN 4844
158	1036-761, 1427-215	201	1369-622
159	1036-761, 1427-216	202	312-10A
160	1197-437	203	312-10A
161	1285-968	204	312-11A
162	1304-292, 1712-694	205	312-11A
163	1304-292, 1712-695	206	1195-51
164	1296-721	207	277-38
165	1296-720	208	1195-50 REVESTED
166	1290-21	209	1195-50 REVESTED
167	1172-318	210	277-38
168	1241-631	211	1081-292
169	360-120, 1690-693	212	277-38
170	1359-597	213	1367-513
171	1359-596	214	1367-514
172	1311-947	215	1367-510
173	1309-5	216	1367-511
174	1309-672, 1548-973	217	1371-313
175	1309-673, 1552-13	218	1371-314
176	1172-317	219	1371-311
177	314-178 REVESTED	220	1377-312
178	314-178 REVESTED	221	1367-515
		222	1367-517
		223	1195-50 REVESTED
		224	1607-200 REVESTED
		225	1607-200 REVESTED
		226	1248-516
		227	1248-516
		228	1248-516
		229	1367-512
		230	1367-513
		231	216-180 REVESTED
		232	216-180 REVESTED
		233	1116-531
		234	55-3A
		235	29-365A
		236	31-79A
		237	1111-554

49359/2/69



# Plan 1911

Lot	Certificate of Title	Lot Status	Part Lot
1	1590/460	Registered	
2	1094/268	Registered	
3	1031/810	Registered	
10	1866/508	Registered	
15	1687/874	Registered	
16	1591/139	Registered	
19	1740/497 (Cancelled)	Retired	
23	67/32A	Registered	
24	77/125A	Registered	
25	1082/771	Registered	
26	1077/255	Registered	
27	1053/890	Registered	
28	1271/817	Registered	
29	1892/680	Registered	
30	2107/512	Registered	
32	1355/664 (Cancelled)	Retired	
33	1355/665	Registered	
34	1310/550	Registered	
35	1863/714	Registered	
37	1375/877	Registered	
38	1249/753	Registered	
40	1363/416	Registered	
41	1533/751	Registered	
42	SP25497	Strata'd	
43	1834/743	Registered	
44	1428/596	Registered	
45	1571/796	Registered	
49	1397/540	Registered	
50	1397/539	Registered	
51	1743/370	Registered	
52	1740/519	Registered	
53	1802/1000	Registered	
54	1410/944	Registered	
55	1788/258	Registered	
56	471/93A	Registered	
57	1499/473	Registered	
58	1267/787	Registered	
59	1253/581	Registered	
60	2079/22	Registered	
61	1976/262	Registered	
62	1495/789	Registered	
65	1578/149	Registered	
66	1521/992	Registered	
67	513/96A	Registered	
68	1453/728	Registered	

# Plan 1911

<b>Lot</b>	<b>Certificate of Title</b>	<b>Lot Status</b>	<b>Part Lot</b>
69	1453/729	Registered	
70	1463/191	Registered	
71	1463/192 (Cancelled)	Retired	
74	1453/730	Registered	
75	1453/731	Registered	
76	1548/808	Registered	
77	1521/993	Registered	
78	1056/717	Registered	
81	1495/789	Registered	
82	1304/272	Registered	
83	1141/888	Registered	
87	1689/49	Registered	
88	1689/48	Registered	
89	SP13915	Strata'd	
90	1695/253	Registered	
91	1695/254	Registered	
92	1868/734	Registered	
93	936/143	Registered	
94	SP48955	Strata'd	
94	1006/899 (Cancelled)	Strata'd	
99	SP67370	Strata'd	
99	1582/965 (Cancelled)	Strata'd	
100	1683/257	Registered	
101	1360/388	Registered	
102	1436/949	Registered	
103	1436/950	Registered	
104	1462/956	Registered	
105	1462/957	Registered	
106	1462/958	Registered	
107	1462/959	Registered	
108	1462/960	Registered	
109	277/38	Registered	
110	321/100	Registered	
111	28/26A	Registered	
112	28/25A	Registered	
113	1825/66	Registered	
114	1825/66	Registered	
115	1825/66	Registered	
116	2064/40 (Cancelled)	Retired	
117	SP56781	Strata'd	
117	2064/41 (Cancelled)	Strata'd	
118	1277/714 (Cancelled)	Strata'd	
118	SP80322	Strata'd	
119	1279/765	Registered	
120	1686/388	Registered	

# Plan 1911

Lot	Certificate of Title	Lot Status	Part Lot
121	1686/388	Registered	
122	1839/940	Registered	
123	1097/852	Registered	
124	1280/601 (Cancelled)	Registered	
124	2798/474	Registered	
125	1280/601 (Cancelled)	Registered	
125	2798/475	Registered	
126	122/76A	Registered	
127	SP10377	Strata'd	
128	1825/66	Registered	
129	1825/66	Registered	
130	1825/66	Registered	
134	531/151A	Registered	
135	277/38	Registered	
136	1462/961	Registered	
137	1462/962	Registered	
138	1462/963	Registered	
139	1462/964	Registered	
140	166/103A	Registered	
141	1615/676	Registered	
142	1325/616	Registered	
143	1132/482	Registered	
144	1951/624	Registered	
145	1802/57 (Cancelled)	Retired	
147	SP9993	Strata'd	
148	807/51 (Cancelled)	Strata'd	
148	SP47064	Strata'd	
149	1221/85 (Cancelled)	Retired	
150	1808/969	Registered	
151	SP15299	Strata'd	
152	1864/488	Registered	
153	1864/488	Registered	
154	277/38	Registered	
160	1197/437	Registered	
161	1285/968	Registered	
162	1712/694	Registered	
163	1712/695	Registered	
164	1296/721	Registered	
165	1296/720	Registered	
166	1290/21	Registered	
167	1172/318	Registered	
168	1241/631	Registered	
169	1690/693	Registered	
170	1359/597	Registered	
171	SP37701	Strata'd	

# Plan 1911

Lot	Certificate of Title	Lot Status	Part Lot
172	1311/947	Registered	
173	1309/5	Registered	
174	1548/973	Registered	
175	1552/13	Registered	
176	1172/317	Registered	
179	1508/880 (Cancelled)	Strata'd	
179	SP66561	Strata'd	
180	1780/534 (Cancelled)	Retired	
181	1780/535	Registered	
182	1780/536	Registered	
183	1780/537 (Cancelled)	Retired	
189	277/38	Registered	
190	1380/534	Registered	
191	1380/533	Registered	
199	1640/934	Registered	
200	SP4844	Strata'd	
201	SP36737	Strata'd	
202	312/10A	Registered	
203	312/10A	Registered	
206	1195/51	Registered	
207	277/38	Registered	
210	277/38	Registered	
211	1081/292	Registered	
212	277/38	Registered	
213	1367/514	Registered	
214	1367/515	Registered	
215	1367/510	Registered	
216	1367/511	Registered	
217	1371/313	Registered	
218	1371/314	Registered	
219	1371/311	Registered	
220	1371/312	Registered	
221	1367/516	Registered	
222	1367/517	Registered	
226	1248/516	Registered	
227	1248/516	Registered	
228	1248/516	Registered	
229	1367/512	Registered	
230	1367/513	Registered	
233	1116/531	Registered	
234	55/3A	Registered	
235	29/365A	Registered	
236	31/79A	Registered	
237	1111/554	Registered	
4436	LR3151/135	Registered	

# Plan 1911

<b>Lot</b>	<b>Certificate of Title</b>	<b>Lot Status</b>	<b>Part Lot</b>
4745	1161/121	Registered	
4747	1188/329 (Cancelled)	Retired	
5421	1188/328 (Cancelled)	Strata'd	
5421	SP66574	Strata'd	
6146	LR3149/997	Registered	
6147	LR3149/998	Registered	
7136	LR3146/477	Registered	