

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: **BJK Genesis Property Pty Ltd RA 74823 ACN 618 296 414 T/A First National Real Estate Genesis ABN 28 618 296 414**
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:

Sole owner Joint Tenants Tenants in Common specify the undivided shares _____

SCHEDULE

The **Property** at:
Address **26 Hanley Street**
Suburb **Stoneville** State **WA** Postcode **6081**
Lot **113** ~~Deposited/Survey/Strata/Diagram/Plan~~ **49379** Whole / ~~Part~~ Vol **1423** Folio **407**

A **deposit** of \$ _____ of which \$ **0.00** 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.

Purchase Price _____
Settlement Date _____
Property Chattels 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.

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

Non Approval Notice means:

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

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

SPECIAL CONDITIONS

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

2. The seller warrants the memorial Q022558 will be removed at settlement. ■■■ ■■■

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

SPECIAL CONDITIONS - Continued

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

Signature		Date		Signature	
Signature		Date		Signature	

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

Name	SHAUN RICHARD ELSDON				
Address	26 Hanley Street				
Suburb	Stoneville	State	WA	Postcode	6081
Name	SOPHIE LIZA ELSDON				
Address	26 Hanley Street				
Suburb	Stoneville	State	WA	Postcode	6081

EMAIL: The Seller consents to Notices being served at:

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

Signature		Date		Signature	
Signature		Date		Signature	

<p>RECEIPT OF DOCUMENTS</p> <p>The Buyer acknowledges receipt of the following documents:</p> <ol style="list-style-type: none"> This offer and acceptance Strata disclosure & attachments (if strata) 2022 General Conditions Certificate of Title Annexure of Changes to General Conditions (form 198) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Signature</td> <td style="width: 50%; background-color: yellow;"></td> </tr> <tr> <td>Signature</td> <td style="background-color: yellow;"></td> </tr> </table>	Signature		Signature		<p>RECEIPT OF DOCUMENTS</p> <p>The Seller acknowledges receipt of the following documents:</p> <ol style="list-style-type: none"> This offer and acceptance 2022 General Conditions Annexure of Changes to General Conditions (form 198) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Signature</td> <td style="width: 50%;"></td> </tr> <tr> <td>Signature</td> <td></td> </tr> </table>	Signature		Signature	
Signature									
Signature									
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
Name	<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>
Signature		<input style="width: 90%;" type="text"/>
		<input style="width: 90%;" type="text"/>

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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 Shaun Richard Elsdon

Date _____

Signature _____

Name Sophie Liza Elsdon

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

26 Hanley Street, Stoneville WA 6081

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

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

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

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

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

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR TIMBER PESTS



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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

26 Hanley Street, Stoneville WA 6081

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

4PM on **complete one*

/ / OR

14 days after acceptance ("Date")

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

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

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

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

WESTERN



AUSTRALIA

TITLE NUMBER

Volume Folio

1423 407

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 113 ON DIAGRAM 49379

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

SHAUN RICHARD ELSDON
SOPHIE LIZA ELSDON
BOTH OF 26 HANLEY STREET, STONEVILLE
AS JOINT TENANTS

(T M573507) REGISTERED 11/3/2014

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

1. M573508 MORTGAGE TO BANK OF QUEENSLAND LTD REGISTERED 11/3/2014.
2. Q022558 MEMORIAL. LEGAL AID COMMISSION ACT 1976. AS TO THE INTEREST OF SOPHIE LIZA ELSDON ONLY LODGED 11/6/2024.

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: 1423-407 (113/D49379)
PREVIOUS TITLE: 1423-405
PROPERTY STREET ADDRESS: 26 HANLEY ST, STONEVILLE.
LOCAL GOVERNMENT AUTHORITY: SHIRE OF MUNDARING



Application B67239

WESTERN



AUSTRALIA



Volume 1423 Folio 405

1423 407

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 9th December, 1975

Handwritten signature

REGISTRAR OF TITLES



ESTATE AND LAND REFERRED TO

Estate in fee simple in portion of each of Swan Locations 2110 and 2158 and being Lot 113 on Diagram 49379, delineated and coloured green on the map in the Third Schedule hereto, limited however to the natural surface and therefrom to a depth of 60.96 metres.

FIRST SCHEDULE (continued overleaf)

~~Jerome Joseph Bowen of care of Post Office, Stoneville, Farmer and Johanna Bridget Bowen of Stoneville, Married Woman, as tenants in common.~~

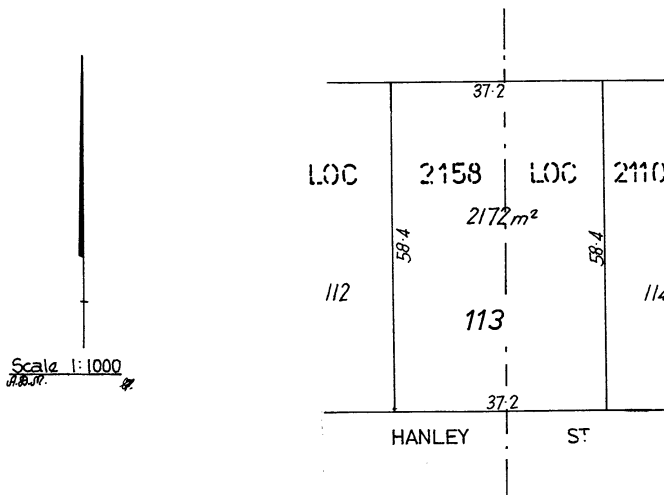
SECOND SCHEDULE (continued overleaf)

~~1. MORTGAGE A316329 to Australia and New Zealand Bank Limited. Registered 13.9.70 at 3.17 o/e.~~
Discharged (B89323, 27.1.76)

Handwritten signature

REGISTRAR OF TITLES

THIRD SCHEDULE



Scale 1:1000
D.B.M.

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-O/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.

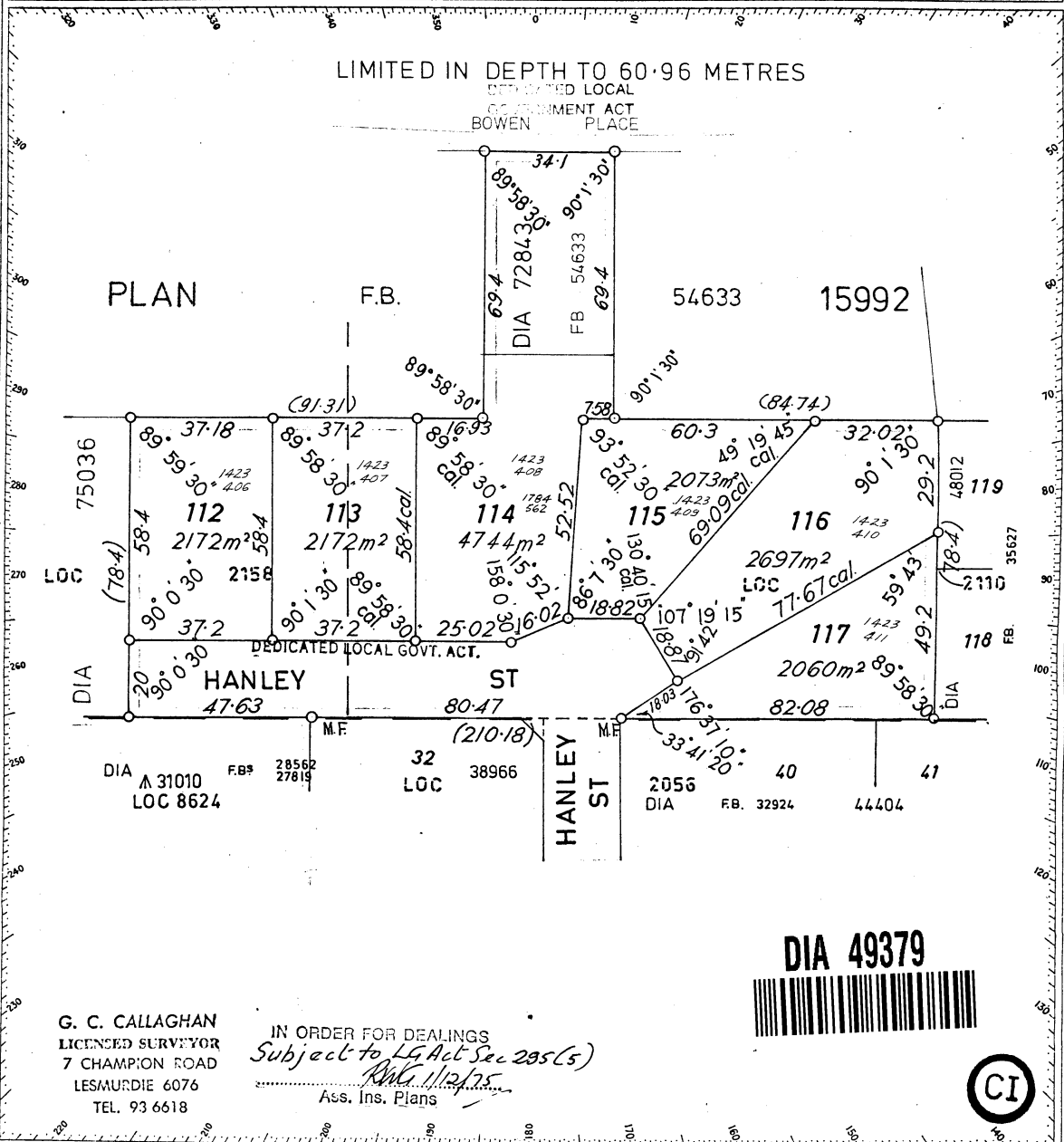
REGISTERED PROPRIETOR	INSTRUMENT		REGISTERED	TIME	SEAL	INITIALS
	NATURE	NUMBER				
<p><u>Valerie Ruth Linton, of Lot 242 Fells Road, Pentecostville, Army Copseval.</u> <u>Ronald Bernard Scott, Purchasing Officer and Melanie Frances Russell, Clerk both of 9 Hesketh Road, Greenmount, as joint tenants.</u> The correct name and addition of the second proprietor is <u>Melanie Frances Scott of 441 Great Eastern Highway, Greenmount, Married Woman.</u></p>	Transfer	B99324	27.1.76	12.52		
	Transfer	B971848	12.8.80	1.30		
	Application	C472235	20.12.82	10.38		

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	B6325	to Home Building Society	27.1.76	12.52			Discharged	B287878	9.2.77		
Mortgage	B287879	to Western Australian Police Union Co-Operative Credit Union Society Limited	9.2.77	3.13			Discharged	B971847	12.8.80		

Town or District.	Number of Lot or Location.	Field Book.	Scale	Certificate in which Land is Vested.	Area
SWAN	PT LOCS 2110 and 2158.	35627	1:1250	Vol. 1405 NOW 1423 Fol. 687... 405	1.8842 ha TOTAL



CERTIFICATE		TOWN PLANNING Approved by Town Planning Board	
I hereby certify that this survey was performed by me personally (or under my own personal supervision, inspection and field check) in strict accordance with the Licensed Surveyors (Guidance of Surveyors) Regulations, 1961.		FILE 24/120	22 OCT 1975
Date 24-4-74	Licensed Surveyor. <i>G. C. Callaghan</i>	FRONT	CHAIRMAN <i>David...</i>
Approved	On	Registered	Diagram No.
Examined <i>R.A. FRAME</i> Date 9-12-75	Plan Diagram Index Plan 5731	32-00 12744 29.10.75	49379

Diagram 49379

Lot	Certificate of Title	Lot Status	Part Lot
112	1423/406	Registered	
113	1423/407	Registered	
114	1784/562	Registered	
115	1423/409	Registered	
116	1423/410	Registered	
117	1423/411	Registered	

INSTRUCTIONS

1. Page 2 of this document may be used:
 - 1.1 If insufficient space in any section hereon; Appropriate headings should be shown. The boxed sections should only contain the words "see page..."
 - 1.2 To set forth Easements created as appurtenant to the land (commencing with the words "together with"). Reservations created encumbering the land (commencing with the words "reserving to") or any Restrictive Covenant hereby created. Any Sketch contained thereon must be initialed by all parties.
2. If further space is required Additional Sheet form B1 should be used with appropriate headings. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
3. 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 initialed by the persons signing this document and their witnesses.
4. Duplicate Crown Lease or where issued, the Duplicate Certificate of Title is required to be produced or if held by another party then arrangements must be made for its production. ***If a Duplicate Certificate of Title is not required to be re-issued, or if a Duplicate Certificate of Title has not been issued previously but is required to issue subsequent to this document, the written request of the Transferee is required by signing this panel.*** Written consent of the First Mortgagee is also required if applicable.

NOTES

1. **DESCRIPTION OF LAND**
Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated. Extent - Whole, part or balance of the land comprised in the Certificate of Title to be stated. The Volume and Folio or Crown Lease number, to be stated.
2. **ESTATE AND INTEREST**
State whether Fee Simple, Leasehold or as the case may be in the land being transferred. If share only, specify.
3. **LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS**
In this panel show (subject to the next paragraph) those Limitations, interests, encumbrances and notifications affecting the land being transferred that are recorded on the certificate(s) of title:
 - (a) In the Second Schedule; or
 - (b) If no Second Schedule, that are encumbrances; (unless to be removed by action or document before registration hereof). Do not show any:
 - (a) Easement Benefits or Restrictive/Covenant Benefits; or
 - (b) Subsidiary interests or changes affecting a limitation, etc, that is to be entered in the panel (eg, if a lease is shown, do not show any sub-lease or any document affecting either).
 The documents shown are to be identified by nature and number. The plan/diagram encumbrances shown are to be identified by nature and plan/diagram number. Strata/survey-strata plan encumbrances are to be described as "interests on strata/survey-strata plan". If none show "nil".
4. **TRANSFEROR**
State full name of the Transferor/Transferors (Registered Proprietor) as shown on the Certificate of Title or Crown Lease.
5. **CONSIDERATION**
To be expressed in words.
6. **TRANSFeree**
State full name of the Transferee/Transferees (Purchaser) and the address/addresses to which future notices can be sent. If a minor, state date of birth. If two or more state tenancy eg:
 - Joint Tenants, ***(on the death of a joint tenant, the survivor(s) become(s) the registered proprietor(s) of the deceased's interest by applying to the Registrar of Titles)***
 - Tenants in Common, ***(on the death of a tenant in common, their share is dealt with according to their Will)***.
If Tenants in Common specify shares.
7. **TRANSFeree'S TRANSFEROR'S EXECUTION**
Transferee's and Transferor's must sign their appropriate panel. A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an **adult person**. The address and occupation of the witness **must** be stated.

EXAMINED

OFFICE USE ONLY

M573507 T

11 Mar 2014 14:08:44 Perth



REG \$ 270.00

LODGED BY

ADDRESS

Scott Ashwood Pty Ltd
11/40 St Georges Terrace
Perth WA 6000
Phone (08) 9318 2801
Fax (08) 9318 2816

PHONE No.

FAX No

REFERENCE No.

Issuing Box: 29X

ISSUING BOX No.

PREPARED BY

Premium Conveyancing

ADDRESS

PO Box 314
Dunsborough WA 6281

PHONE No.

9756 8866

FAX No.

9756 8822

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY.

TITLES, LEASES, DECLARATIONS ETC. LODGED HERewith

1.	<u>VOID</u>	Received Items
2.	<u>S/OA</u>	Nos. <u>2</u>
3.	_____	
4.	_____	
5.	_____	
6.	_____	Receiving Clerk

Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.



ATTESTATION SHEET

Dated this Do not write day of March Year 2014

TRANSFEROR/S SIGN HERE (Note 7)

Signed: <u>[Signature]</u>	Signed: <u>[Signature]</u>
In the presence of Witness Signs: <u>[Signature]</u>	In the presence of Witness Signs: <u>[Signature]</u>
Witness Name: <u>TIMOTHY ROGER CHARLIE</u>	Witness Name: <u>TIMOTHY ROGER CHARLIE</u>
Witness address: <u>630 OLIVER STREET MOUNT HEVENA 6082</u>	Witness address: <u>630 OLIVER STREET MOUNT HEVENA - 6082</u>
Witness occupation: <u>REAL ESTATE AGENT</u>	Witness occupation: <u>REAL ESTATE AGENT</u>

REQUEST FOR ISSUE / NON-ISSUE (Instruction 4)

BY SIGNING THIS PANEL, I / WE THE TRANSFEREE REQUEST THE ISSUE / NON - ISSUE (DELETE AS REQUIRED) OF A DUPLICATE CERTIFICATE(S) OF TITLE FOR THE LAND ABOVE DESCRIBED.

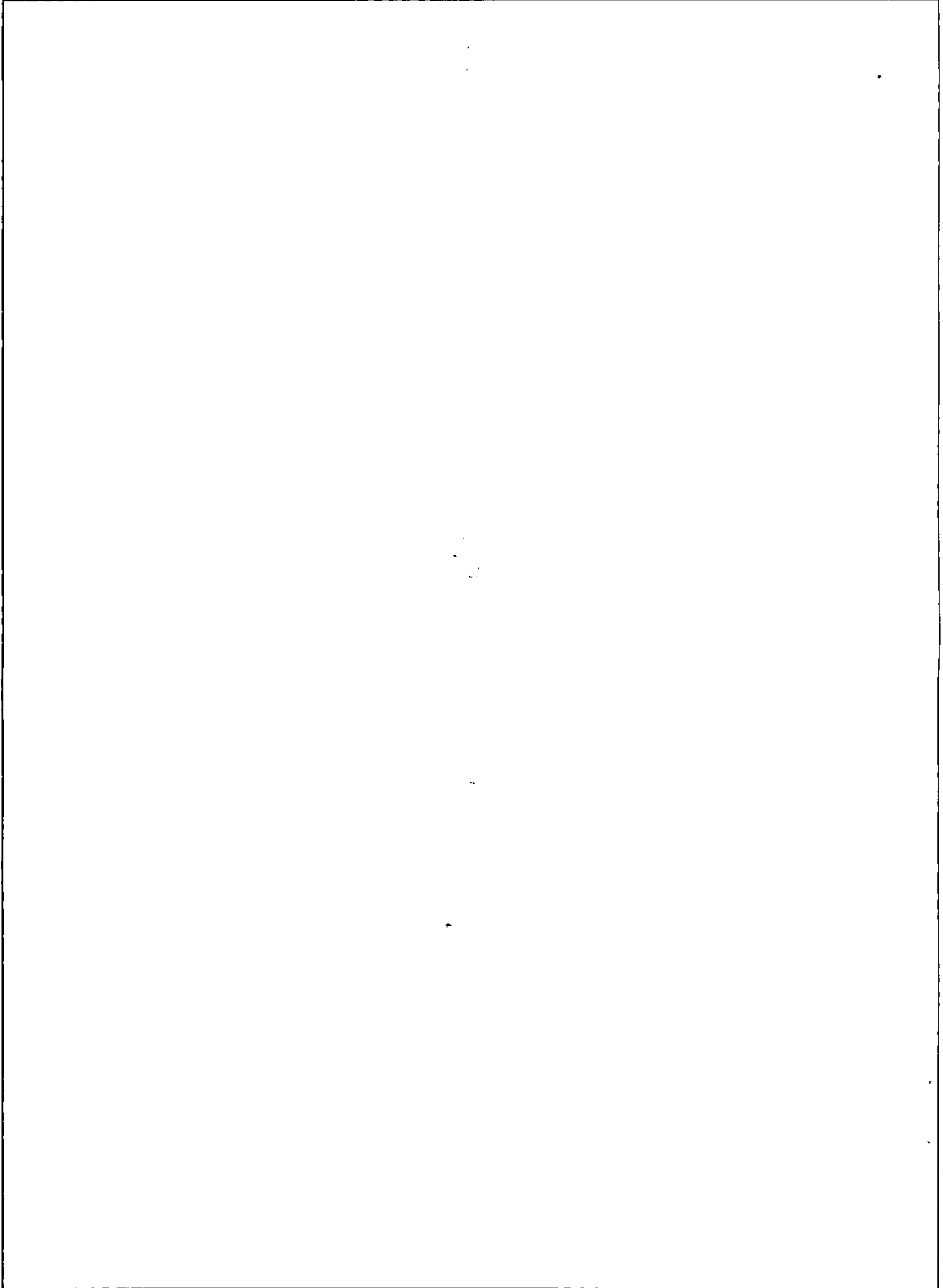
Signed _____ Signed _____

TRANSFeree/S SIGN HERE (Note 7)

THE LODGING PARTY OF THIS DOCUMENT IS AUTHORISED BY THE ABOVE NAMED TRANSFEREE TO INSTRUCT ISSUING DETAILS FOR THE DUPLICATE CERTIFICATE(S) OF TITLE.

Signed: <u>[Signature]</u>	Signed: <u>[Signature]</u>
In the presence of Witness Signs: <u>[Signature]</u>	In the presence of Witness Signs: <u>[Signature]</u>
Witness Name: <u>Shauna Mannering</u>	Witness Name: <u>Shauna Mannering</u>
Witness address: <u>Shop 33, Kardinya Park S/C, Kardinya WA 6163</u>	Witness address: <u>Shop 33, Kardinya Park S/C, Kardinya WA 6163</u>
Witness occupation: <u>Bank officer</u>	Witness occupation: <u>Bank Officer</u>

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. (Instruction 2)



TRANSFER OF LAND

DESCRIPTION OF LAND (Note 1)

DESCRIPTION OF LAND (Note 1)	EXTENT	VOLUME	FOLIO
LOT 113 ON DIAGRAM 49379	WHOLE	1423	407

ESTATE AND INTEREST (Note 2)

FEE SIMPLE

LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS (Note 3)

NIL

TRANSFEROR (Note 4)

KYM WAYNE STEWART
PEGGY LOUISE STEWART

CONSIDERATION (Note 5)

FIVE HUNDRED AND THIRTY THOUSAND DOLLARS (\$530,000.00)

TRANSFeree (Note 6)

SHAUN RICHARD ELSDON AND SOPHIE LIZA ELSDON
BOTH OF 26 HANLEY STREET, STONEVILLE
AS JOINT TENANTS



Certificate of Duty

Transfer - (First Home Owner Rate)

Under Taxation Administration Act 2003 (WA), Section 49

Certificate Number:	1023642394	Certificate Issue Date:	05-03-2014
Bundle ID	140640156	Client Reference:	3033Elsdon
Transaction Date:	11-01-2014		
Dutiable Value:	\$ 530,000.00		
Duty:	\$ 6,753.00		
Penalty Tax:	\$ 0.00		

No Double Duty

Land:	Lot 113, Diagram 49379	Volume/Folio:	1423/407
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Seller(s) / Transferor(s): STEWART, KYM WAYNE
 STEWART, PEGGY LOUISE
 Buyer(s) / Transferee(s): ELSDON, SOPHIE LIZA
 ELSDON, SHAUN RICHARD

Related Certificate Summary

Certificate Number	Certificate Date	Transaction Date	Bundle ID	Dutiable Value	Duty
1023642386	05-03-2014	11-01-2014	140640156	\$ 530,000.00	\$ 6,753.00



•
•
•
•



Our Reference: 3033/2014

ABN 30 096 117 314
Licensed Real Estate Settlement Agents
Licensee: Traditional Property Settlements

4 March, 2014

3 Sapphire Place MEELUP
PO Box 314
DUNSBOROUGH WA 6281

Tel: (08) 9756 8866

Fax: (08) 9756 8822

settlements@premiumconveyancing.com.au

Registrar and Commissioner of Titles
Landgate
PO Box 2222
Midland WA 6936

Settlement Agents Statement

Name of clients identified : Peggy Louise Stewart and Kym Wayne Stewart
Presently of : 11 Curo Street Jarrahdale WA 6124
Address of property being sold : 26 Hanley Street Stoneville Western Australia
Place and date where identification occurred : Western Australia 24/2/2014

I have taken all reasonable steps to verify the identity of my clients; and

I reasonably believe my clients have been identified; and

I reasonably believe my clients have the authority to deal with the interest in the land the subject of this transaction : Transfer of Land being Lot 113 on Diagram 49379 comprised in Certificate of Title Volume 1423 and Folio 407.

Yours faithfully

Conveyancer or staff members full name : ANDREW PAUL HUNT
Occupation : LICENSED SETTLEMENT AGENT
Address : 3 SAMPHIRE PLACE MEELUP
Daytime Telephone Number : 08 9756 8866
Email Address - andrew@premiumconveyancing.com.au



MEMORIAL

LODGED BY: LEGAL AID OF WA

ADDRESS: 32 ST GEORGES TCE, PERTH

PHONE No: (08) 9261 6248

FAX No: (08) 9261 6554

REFERENCE No 24W004044 FJ

NAME: Sophie L ELSDON

ISSUING BOX No: 100U (PERTH)

PREPARED BY: LEGAL AID OF WA

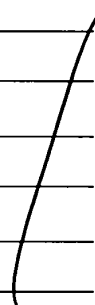
ADDRESS: 32 ST GEORGES TCE, PERTH

PHONE No: (08) 9261 6248 FAX No: (08) 9261 6554

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY

1
/

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. _____		Received Items
2. _____		No's:
3. _____		0
4. _____		Receiving Clerk
5. _____		<i>ef</i>
6. _____		

Registered/Lodged pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register

EXAMINED:

To REGISTRAR OF TITLES
REGISTRAR OF DEEDS AND TRANSFERS
EXECUTIVE DIRECTOR, DEPARTMENT OF LAND ADMINISTRATION

MEMORIAL

LAWA FILE NO	24W004044
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MEMORIAL OF CHARGE SERVED UNDER SECTION 44A OF THE
LEGAL AID COMMISSION ACT 1976

Description of Land	Extent	Volume	Folio
Lot 113 on Diagram 49379	WHOLE	1423	407
As to the interest of Sophie Liza Elsdon only as joint tenant with Shaun Richard Elsdon			


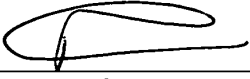
Registered Proprietor of Land

Shaun Richard Elsdon and Sophie Liza Elsdon both of 26 Hanley Street, Stoneville
--

Amount Secured

\$3,000.00

Dated this	11 th	day of	June	2024
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 VICTORIA CLAIRE HARSTE Legal Aid Commission Power of Attorney No: P730652	 RAELENE MARGARET YATES Legal Aid Commission Power of Attorney No: P730652
Witness: Witness Name: FREDERICK NEIL JONES Address: C/- 32 St Georges Tce, Perth Occupation: Finance Officer	Witness: Witness Name: FREDERICK NEIL JONES Address: C/- 32 St Georges Tce, Perth Occupation: Finance Officer