

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



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

TO:	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	66 Carawatha Avenue			
Suburb	Mount Nasura	State	WA	
		Postcode	6112	
Lot	244	Deposited/Survey/Strata/Diagram/Plan	12151	
Whole / Part	Vol	1487	Folio	999

A <b>deposit</b> 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**

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

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

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SPECIAL CONDITIONS - Continued

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

Signature	Date	Signature	Date
Signature	Date	Signature	Date

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

<b>Name</b>	Sacha Kathleen Walker		
<b>Address</b>	66 Carawatha Avenue		
<b>Suburb</b>	Mount Nasura	<b>State</b>	WA
		<b>Postcode</b>	6112
<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>		

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

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

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

### Buyer

Signature 

Name \_\_\_\_\_

Date \_\_\_\_\_

Signature 

Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

### Seller

Signature \_\_\_\_\_

Name **Sacha Kathleen Walker**

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

66 Carawatha Avenue, Mount Nasura WA 6112

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 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 2022 General Conditions.

BUYER SIGNATURE BUYER SIGNATURE SELLER SIGNATURE SELLER SIGNATURE
BUYER SIGNATURE BUYER SIGNATURE SELLER SIGNATURE SELLER SIGNATURE

ANNEXURE

B

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

66 Carawatha Avenue, Mount Nasura WA 6112

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
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BUYER SIGNATURE	BUYER SIGNATURE	SELLER SIGNATURE	SELLER SIGNATURE
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WESTERN



AUSTRALIA

TITLE NUMBER

Volume

Folio

1487

999

## 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 244 ON PLAN 12151

#### REGISTERED PROPRIETOR: (FIRST SCHEDULE)

SACHA KATHLEEN DE GRUSSA OF 66 CARAWATHA AVENUE, MOUNT NASURA

(T J169754 ) REGISTERED 2/2/2005

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

1. B436721 EASEMENT BENEFIT (FOR/INCLUDES ROW/PAW/WAY PURPOSE) SEE SKETCH ON VOL 1487 FOL 999. REGISTERED 21/11/1977.
2. B436705 EASEMENT (FOR/INCLUDES WATER/DRAINAGE/SEWERAGE PURPOSE) TO SHIRE OF ARMADALE - KELMSCOTT. SEE SKETCH ON VOL 1487 FOL 999. REGISTERED 21/11/1977.
3. B436721 EASEMENT BURDEN (FOR/INCLUDES ROW/PAW/WAY PURPOSE) SEE SKETCH ON VOL 1487 FOL 999. REGISTERED 21/11/1977.
4. B436722 EASEMENT BURDEN (FOR/INCLUDES ROW/PAW/WAY PURPOSE) SEE SKETCH ON VOL 1487 FOL 999. REGISTERED 21/11/1977.
5. J169755 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA REGISTERED 2/2/2005.

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: 1487-999 (244/P12151)  
PREVIOUS TITLE: 1487-962  
PROPERTY STREET ADDRESS: 66 CARAWATHA AV, MOUNT NASURA.  
LOCAL GOVERNMENT AUTHORITY: CITY OF ARMADALE

NOTE 1: A000001A PENDING SURVEY - DIAGRAM 71335.



Transfer B436722

WESTERN

AUSTRALIA

Volume 1487 Folio 962



1487 999

D71335

## 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.

*Limbrough*

DATED 21st November, 1977

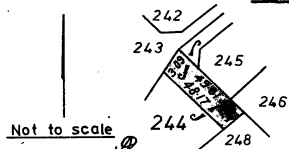
REGISTRAR OF TITLES

ESTATE AND LAND REFERRED TO

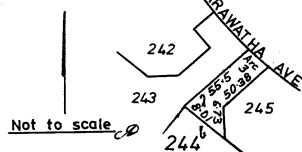
Estate in fee simple in portion of Canning Location 31 and being Lot 244 on Plan 12151, delineated and coloured green on the map in the Third Schedule hereto, together with a right of carriageway over the portion of Lot 243 on the said Plan coloured brown on the said map hereon as set out in Transfer B436721.

FIRST SCHEDULE (continued overleaf)

~~Henry Souttar Lodge and Henry George Donnell Clarke, both of 140 St. George's Terrace, Perth, Solicitors, as joint tenants.~~

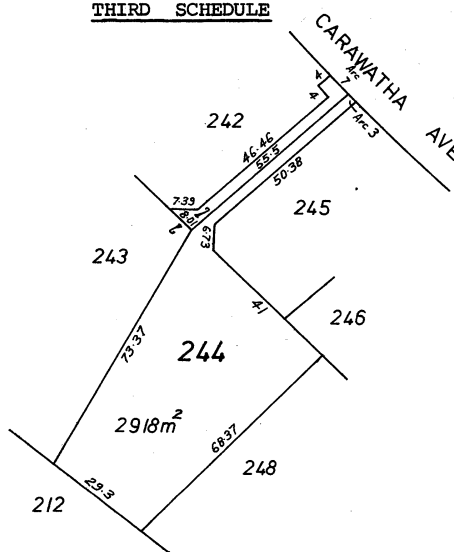
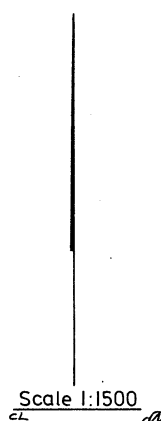
SECOND SCHEDULE (continued overleaf)

1. TRANSFER B436705. The right to enter upon the portion of the within land coloured blue on the map in the margin for the purpose of exercising certain drainage rights as set out in the said Transfer is granted to Shire of Armadale-Kelmscott. Registered 21.11.77 at 2.27 o'clock.



2. TRANSFER B436721. A right of carriageway over the portion of the within land coloured yellow on the map in the margin as set out in the said Transfer is granted to the proprietor or proprietors for the time being of Lot 243 on Plan 12151. Registered 21.11.77 at 2.29 o'clock.

2. TRANSFER B436722. A right of carriageway over the portion of the within land coloured yellow on the map in the margin above as set out in the said Transfer is reserved to the proprietor or proprietors for the time being of Lots 242 and 245 on Plan 12151. Registered 21.11.77 at 2.29 o'clock.

*Limbrough*REGISTRAR OF TITLESTHIRD 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

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

Superseded - Copy for Sketch Only

999 FOL.

1487 VOL.

Page 1 (of 2 pages)

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.

**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.**

CERTIFICATE OF TITLE VOL. 1487 999







## PLAN 12151



Lot No.	Certificates of Title	Lot No.	Certificates of Title
201	1487-964	235	1487-977
202	1487-965	236	1487-978
203	1487-966	237	1487-979
204	1487-967	238	1487-980
209	1487-968	239	1487-981
210	1487-969	240	1487-982
211	1487-970	241	1487-983
212	VESTED REVESTED	242	1487-962, 1487-1000
213	1487-971	243	1487-962, 1487-998
214	1487-972	244	1487-962, 1487-999
215	1487-959, 1487-988	245	1487-962, 1488-301
216	1487-959, 1487-986	246	1487-984
217	1487-959, 1487-987	247	1487-963, 1488-304
222	1487-973	248	1487-963, 1488-302
223	1487-974	249	1487-963, 1488-303, 1943-118
224	1487-960, 1487-992	250	1487-963, 1488-305
225	1487-960, 1487-989	251	1487-985
226	1487-960, 1487-990		
227	1487-960, 1487-991		
228	1487-960, 1487-993		
229	1487-961, 1487-996		
230	1487-961, 1487-994		
231	1487-961, 1487-995		
232	1487-961, 1487-997		
233	1487-975		
234	1487-976		

49359/2/69- 0



# Plan 12151

Lot	Certificate of Title	Lot Status	Part Lot
0	N/A	Retired	
55	1487/958 (Cancelled)	Registered	
55	2783/138	Registered	
201	1487/964	Registered	
202	1487/965	Registered	
203	1487/966	Registered	
204	1487/967	Registered	
209	1487/968	Registered	
210	1487/969	Registered	
211	1487/970	Registered	
213	1487/971	Registered	
214	1487/972	Registered	
215	1487/988	Registered	
216	1487/986	Registered	
217	1487/987	Registered	
222	1487/973	Registered	
223	1487/974	Registered	
224	1487/992	Registered	
225	1487/989	Registered	
226	1487/990	Registered	
227	1487/991	Registered	
228	1487/993	Registered	
229	1487/996	Registered	
230	1487/994	Registered	
231	1487/995	Registered	
232	1487/997	Registered	
233	1487/975	Registered	
234	1487/976	Registered	
235	1487/977	Registered	
236	1487/978	Registered	
237	1487/979	Registered	
238	1487/980	Registered	
239	1487/981	Registered	
240	1487/982	Registered	
241	1487/983	Registered	
242	1487/1000	Registered	
243	1487/998	Registered	
244	1487/999	Registered	
245	1488/301	Registered	
246	1487/984	Registered	
247	1488/304	Registered	
248	1488/302	Registered	
249	1943/118	Registered	
250	1488/305	Registered	
251	1487/985	Registered	



# Plan 12151

Lot	Certificate of Title	Lot Status	Part Lot
3026	LR3148/102	Registered	

Form B2.

(Section 119) Stamp Duty and AUSTRALIAN STAMP DUTIES

14 NOV 77 435183 \$ \* \* \* D NOPLST \$\*\*\*0.00

WESTERN AUSTRALIA.  
Transfer of Land Act 1893 as amended

No.

B436705

Blank Instrument Form (see footnote)

DRAINAGE EASEMENT

Insert type of  
document here.

THIS DEED OF EASEMENT is made the 14<sup>TH</sup> day of NOVEMBER.  
One thousand nine hundred and seventy-seven

BETWEEN

F.C.A. FINANCE PTY. LIMITED of 191 Saint George's Terrace  
Perth in the State of Western Australia (hereinafter called  
"the Grantor" which expression where the Contract so admits or  
requires shall extend to its successors and transferees) of the  
one part

AND

SHIRE OF ARMADALE-KEIMSCOTT of Jull Street Armadale in the  
said State (hereinafter called "the Grantee" which expression  
where the context so admits or requires shall extend to and  
include its successors in title and assigns) of the other part.

WHEREAS :-

A. The Grantor is registered as the proprietor of an  
estate in fee simple subject to the encumbrances (if any)  
hereinafter set out in all that piece or parcel of  
land being :-

Portion of Canning Location 31 and being part of each  
of Lots 116 and 117 on Plan 694 (Sheet 1) and being  
the whole of the land comprised in Certificate of Title  
Volume 1214 Folio 398, <sup>being Lots 205, 206, 207 to 209, 223, 233 to 236,</sup>  
<sup>242 to 244 and 248, comprised in Volume 1487 Folios 954, 955, 964 to 967,</sup>  
<sup>974 to 978, 962 and 963.</sup>

B. The Grantor has agreed as a condition of subdivision  
of the said land to grant to the Grantee an easement  
for drainage purposes over portion thereof.

NOW THIS DEED WITNESSETH as follows :-

1. THE Grantor HEREBY GRANTS to the Grantee the full  
and free right and liberty to enter upon the said land of the  
Grantor delineated and coloured blue on the said plans in the  
Schedule hereto (by its agents engineers servants workmen and  
others and with or without vehicles and Plant) and to excavate  
and construct thereon such drains and works associated therewith

NOTE: This Form may be used only when the "Box Type" Form is not suitable. It may be completed in narrative style.

as it sees fit and at all times to discharge and to convey storm and other waste water along the said drains so constructed. and for this purpose to enter upon the said land of the Grantor delineated and coloured blue in the said plans (by its agents engineers servants workmen and others and with or without vehicles and plant) and to inspect cleanse take up repair and reconstruct the drains and works or any part or parts thereof.

2. THE Grantor HEREBY COVENANTS with the Grantee so as to bind the land of the Grantor :-

- (a) that the said drains and works shall at all times remain on the land of the Grantor and be used for the purpose aforesaid;
- (b) that the Grantor will not plant or permit to be planted any trees or other plants which may damage or affect in any way the said drains and works;
- (c) that the Grantor will not without the prior written permission of the Grantee and subject to such conditions as the Grantee may impose erect any buildings or structures of any kind whatsoever on the said land delineated and coloured blue in the said plans.

3. THE Grantee HEREBY COVENANTS with the Grantor :-

- (a) to exercise the easement hereby granted in such manner as to cause as little inconvenience as practicable to the land of the Grantor;
- (b) forthwith to remedy and make good any damage to the land of the Grantor which may result from the exercise of this easement by the Grantee.

4. THE Grantor agrees to pay the costs of and incidental to the instructions for and the preparation stamping and registration of this Deed in duplicate.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and common seals the day and year first hereinbefore written.

195 RV.2

ENCUMBRANCES

nil

SEALED with the seals of  
*Arthur Lane*  
and  
*Ronald Arthur Lane*  
the duly appointed Attorneys  
of ~~Finance Corporation of~~  
~~Australia Limited~~ and signed  
by them for and on behalf of  
the said Company in the  
presence of:

.....  
Commissioner for Declarations

*Finance Corporation of Australia Limited*  
FINANCE CORPORATION OF  
AUSTRALIA LIMITED

By its Attorneys

*11573109*

*21/11*

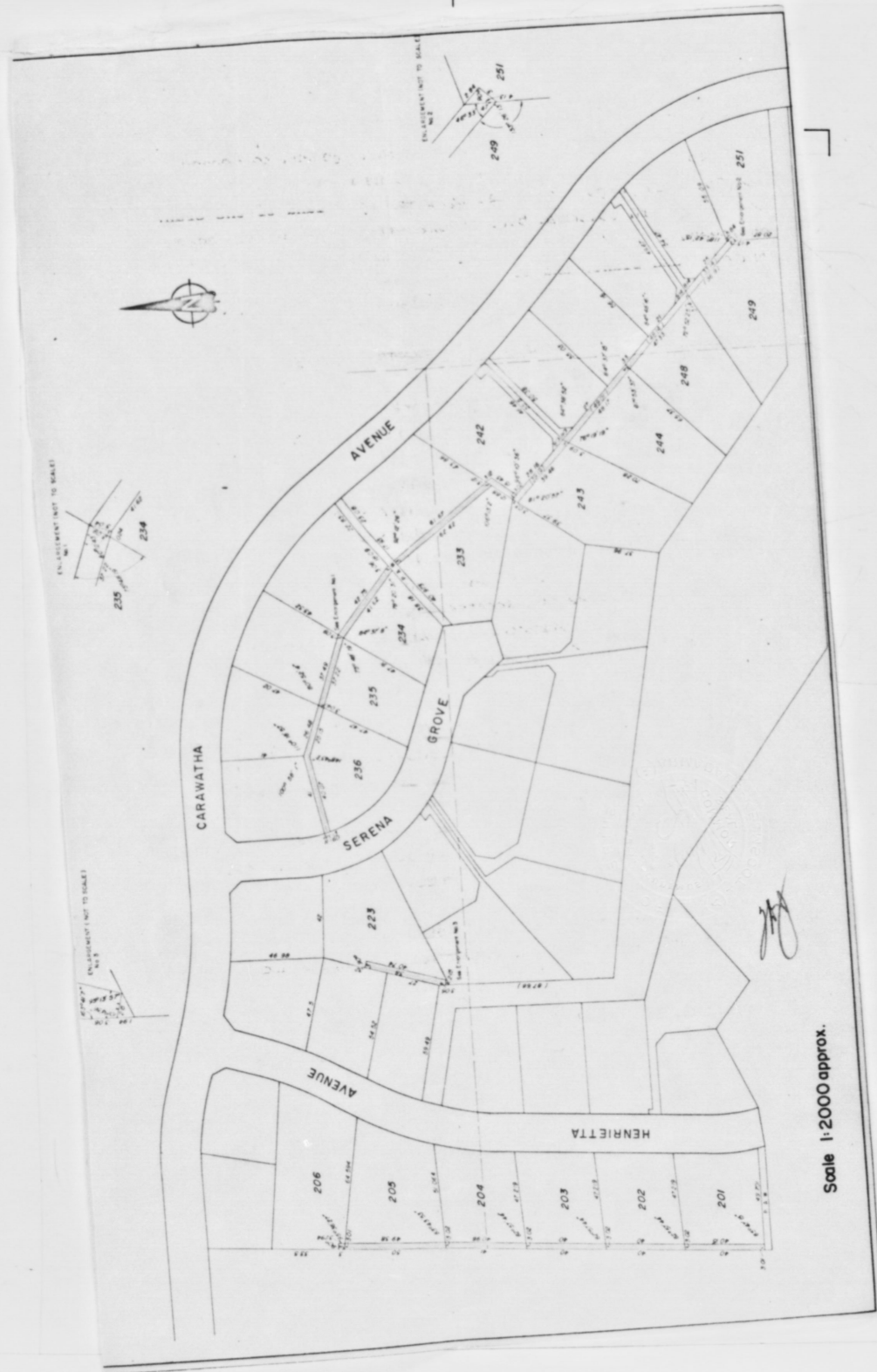
THE COMMON SEAL of SHIRE OF )  
ARMADALE-KELMSCOTT was here- )  
unto affixed in the presence )  
of: )

President.....*S. V. Priest*...

Shire Clerk.....*R. H. Morrison*.....

195 RV 2





195 RV 2

SEALED with the seals of  
*Herbert Ross Dwyer*  
 and *Donald Arthur Lane*  
 the duly appointed Attorneys  
 of ~~Finance Corporation of~~  
~~Australia Limited~~ and signed  
 by them for and on behalf of  
 the said Company in the  
 presence of:

*SCA Finance Pty Limited*  
~~FINANCE CORPORATION OF~~  
~~AUSTRALIA LIMITED~~

By its Attorneys  
*H.R. Fisher*  
*Dane*

*[Signature]*  
 Commissioner for Declarations

THE COMMON SEAL of SHIRE OF )  
 ARMADALE-KELMSCOTT was here- )  
 unto affixed in the presence )  
 of: )

President... *[Signature]*  
 Shire Clerk... *[Signature]*

195 RV 2

No.

B436705

DRAINAGE EASEMENT

FEES (office use)	\$	c
1977 NOV 21 PM 2:27 18		

Parties .....

Lodged by **SIMON WATSON L.L.B. M.Sc.**  
Address **STRISTER AND SOLICITOR**  
Phone No. **44 KINGS PARK ROAD, WEST PERTH**  
**TELEPHONE 22 6855**

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. DUPLICATE Received items  
2. ....  
3. .... No's 1  
4. ....  
5. ....  
6. .... Rec. Clerk. 16

BELOW THIS LINE FOR OFFICE USE ONLY

Encumbrances  
not notified  
on face.

New Titles  
to issue or  
Endorsing  
instruction.

EXAMINED.

Registered. 21 November 1977.  
at 2:27 o'clock and  
particulars entered in the Register Book.

Initials of  
Signing  
Officer.

Landgate

REGISTRAR OF TITLES.

LAND & MINERAL STOCK FORM 324N

195 RV 2



Form T2.

## WESTERN AUSTRALIAN STAMP DUTIES

14-NOV-77 406176 \$ \* \* G S/DLST \$\*\*\*1.1

WESTERN AUSTRALIA.

Transfer of Land Act 1893 as amended

No.

## TRANSFER OF LAND

B436721

DESCRIPTION OF  
AND BEING  
TRANSFERRED.  
are whether whole  
part of land com-  
prised in Certificate  
Title and/or  
own Lease.

Portion of Canning Location 31 and being Lot 243 on Plan 12151  
formerly being part of the land comprised in Certificate of  
Title Volume 1214 Folio 398 and Certificate of Title Volume  
1150 Folio 699 and now being part of the land comprised in  
Certificate of Title Volume 1487 Folio K462

Vol 1487  
Fol A U 998

STATE AND  
INTEREST BEING  
TRANSFERRED.  
Fee simple, Lease-  
hold or as the case  
may be.

Fee Simple

ENCUMBRANCES.  
none, insert "Nil".

Drainage Easement No. B436705

TRANSFEROR.  
Full name, address  
and occupation.

F.C.A. FINANCE PTY.LIMITED of 191 Saint George's Terrace  
Perth in the State of Western Australia



CONSIDERATION  
WORDS.

Pursuant to a Deed dated the 1<sup>st</sup> day of NOVEMBER 1977  
made between the Transferor and the Transferee

TRANSFEEE.  
Full name, address  
and occupation. If  
minor, state date  
birth. If two or  
more state whether  
Joint Tenants or  
Tenants in Common.  
Tenants in  
Common, specify  
share.

HENRY SOUTTAR LODGE and HENRY GEORGE DONNELL CLARKE  
both Solicitors of 140 St. George's Terrace Perth in  
the said State as joint tenants.

14/11/77

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

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. (a)

Together with a right of carriageway in the Ninth Schedule of the Transfer of Land Act 1893 as amended over and across the land coloured brown on the sketch attached hereto being portion of Canning Location 31 and being part of Lot 244 on Plan 12151 and being part of the land comprised in Certificate of Title Volume 1214 Folio 398 and Certificate of Title Volume 1150 Folio 690 reserving unto the Transferor and the Registered Proprietor or proprietors for the time being of Portion of Canning Location 31 and being Lots 242, 244 and 245 on Plan 12151 and being part of the land comprised in Certificate of Title Volume 1214 Folio 398 and Certificate of Title Volume 1150 Folio 690 a right of carriageway in the Ninth Schedule of the Transfer of Land Act 1893 as amended over and across that portion of the said Lot 243 as is coloured blue on the said sketch attached hereto.

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

105 RV2

Dated this 14<sup>th</sup> day of November 1977

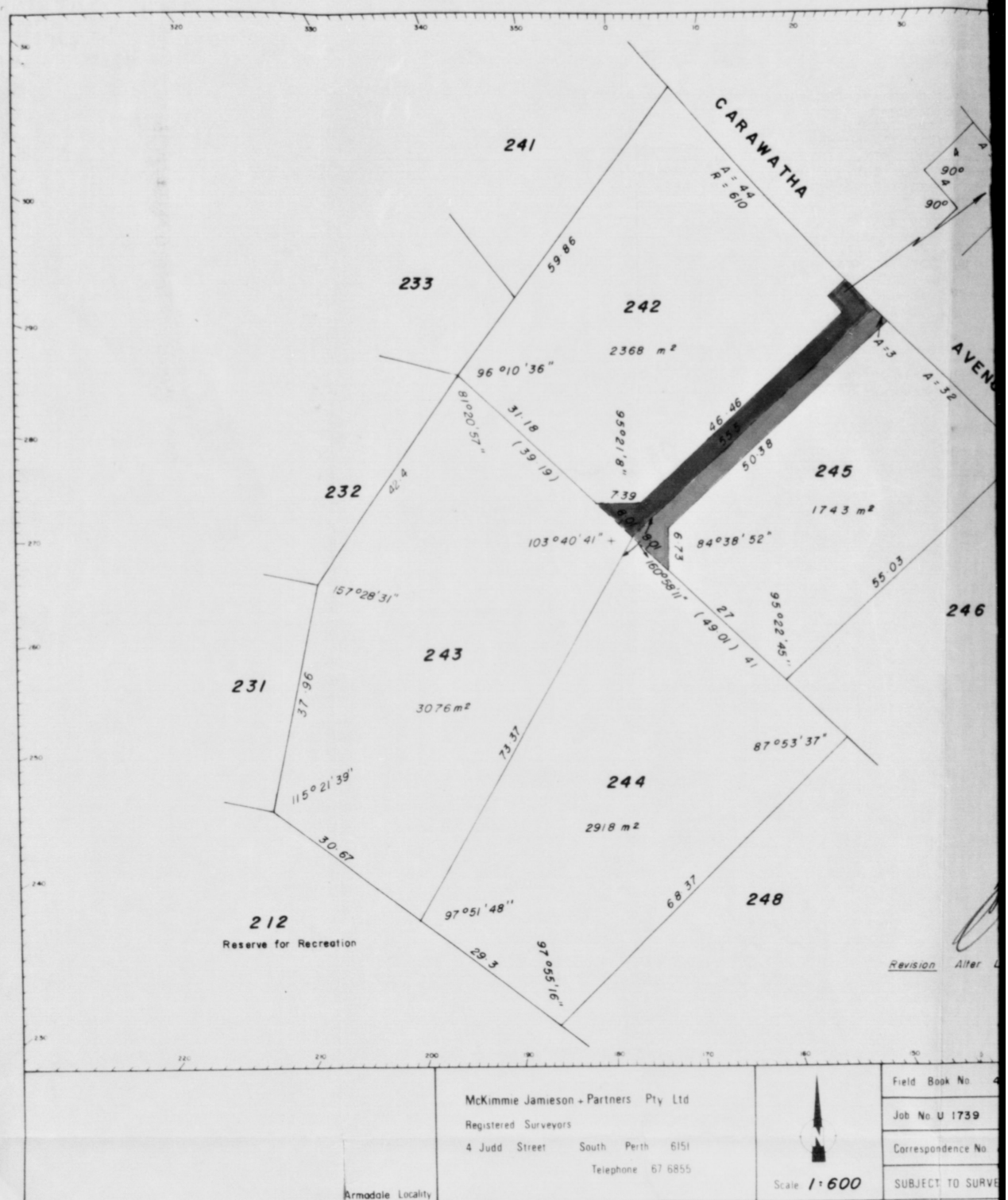
TRANSFERORS SIGN HERE (see note 1)

Signature. Signed (b) SEALED with the seals of ) F.C.A. FINANCE PTY.  
in the WILBERT ROSS FISHER ) LIMITED  
presence of (c) and DONALD ARTHUR LANE )  
the duly appointed Attorneys )  
of F.C.A. FINANCE PTY. LIMITED ) BY Its Attorney  
Signed (b) and signed by them for and on )  
in the behalf of the said Company in )  
presence of (c) the presence of: ) *[Signature]*  
Additional attestations (d) *[Signature]*  
required. Commissioner for Declarations

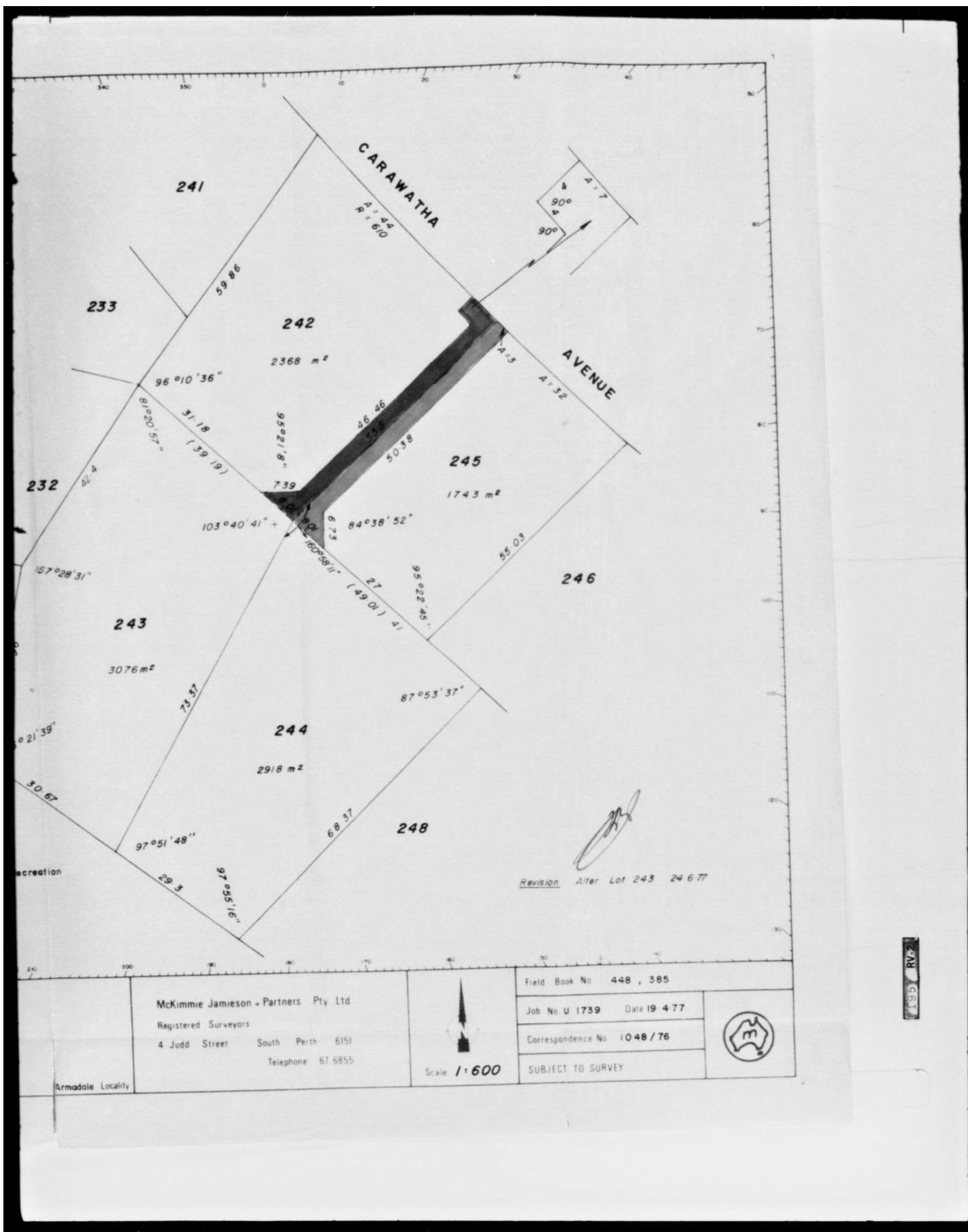
TRANSFEREES AND OTHER PARTIES SIGN HERE (see note 1)

Signed (b) *[Signature]*  
in the presence of (c) *A. Hammer*  
5 Lymington Way  
Greenwood  
Secretary  
Signed (b) *[Signature]*  
in the presence of (c) *R. Ryan*  
25 Joseph Street  
Maylands  
Secretary  
(d)

195 RV-2







SEALED with the seals of Ronald ) F.C.A. FINANCE PTY.  
Stanley Eric DEADMAN ) LIMITED  
and Herbert Ross FISHER )  
the duly appointed Attorneys ) *H. Fisher*  
of F.C.A. FINANCE PTY. LIMITED ) *H.R. Fisher*  
and signed by them for and on )  
behalf of the said Company in ) By its Attorneys  
the presence of: )

*Dam*  
.....  
Commissioner for Declarations.

SIGNED by the said HENRY SOUTTAR )  
LODGE in the presence of: ) *H. Lodge*

*A. Gammon*

SIGNED by the said HENRY GEORGE )  
DONNELL CLARKE in the presence )  
of: ) *DL Clarke*

*A. Gammon .  
5 Edmiston Way  
Greenwood.  
Secretary*

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.

B436721

**TRANSFER**

FEES (office use)	\$	c
	18	
1977 NOV 21 AM 2:29		

Parties

Vol.	995
Fol.	995

Lodged by **SIMON WATSON L.L.B., B.Sc.**  
 Address **BARRISTER AND SOLICITOR**  
 Phone No. **64 KINGS PARK ROAD, WEST PERTH**  
**TELEPHONE 22 6855**

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

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

1. ....	} Received items
2. ....	
3. ....	} No's
4. ....	
5. ....	} Rec. Clerk
6. ....	

**BELOW THIS LINE FOR OFFICE USE ONLY**

Encumbrances  
not notified  
on face.

New Titles  
to issue or  
Endorsing  
instruction.

EXAMINED.

N.T. 3 + 2 Encumbrances

Cu 25/11

Registered **21 November 1977.**  
 at **2:29** o'clock and  
 particulars entered in the Register Book.

Initials of  
Signing  
Officer.

*Simon Watson*

REGISTRAR OF TITLES.



WESTERN AUSTRALIAN STAMP DUTIES

Form T2.

14-NOV-77 406179 \$ . . G S/DLST \$\*\*\*1.0

WESTERN AUSTRALIA.  
Transfer of Land Act 1893 as amended

No.

B436722

**TRANSFER OF LAND**

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

Portion of Canning Location 31 and being Lot 244 on Plan 12151 formerly being part of the land comprised in Certificate of Title Volume 1214 Folio 393 and Certificate of Title Volume 1150 Folio 699 and now being part of the land comprised in Certificate of Title Volume 487 Folio 1962 together with a right of carriageway over portion of Canning Location 31 and being part of Lot 243 on the said plan as set out in Transfer

Vol 487  
Fol 1962

STATE AND  
INTEREST BEING  
TRANSFERRED.  
Fee simple, Lease-  
hold or at the case  
may be.

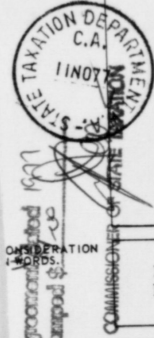
Fee Simple

INCUMBRANCES.  
If none, insert "Nil".

Right of carriageway contained in Transfer B436721  
Drainage Easement No. B436705

TRANSFEROR.  
Full name, address  
and occupation.

F.C.A. FINANCE PTY. LIMITED of 191 Saint George's Terrace  
Perth in the State of Western Australia



CONSIDERATION  
WORDS.

Pursuant to a Deed dated the 15<sup>th</sup> day of NOVEMBER 1977 made  
between the Transferor and the Transferee.

TRANSFEEE.  
Full name, address  
and occupation. If  
minor, state date  
of birth. If two or  
more state whether  
Joint Tenants or  
Tenants in Common.  
Tenants in  
common, specify  
shares.

HENRY SOUTTAR LODGE and HENRY GEORGE DONNELL CLARKE  
both Solicitors of 140 St. George's Terrace Perth in the  
said State as joint tenants.

14/11/77

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

STOCK FORM 317

THE TRANSFEROR for the consideration herein expressed HEREBY TRANSFERS TO THE TRANSFEE the estate and interest herein specified in the land above described subject to the encumbrances as shown hereon. (a)

Reserving unto the Transferor and the registered proprietor or proprietors for the time being of Portion of Canning Location 31 and being Lots 242 and 245 on Plan 12151 and being part of the land comprised in Certificate of Title Volume 1214 Folio 398 and Certificate of Title Volume 1150 Folio 699 a right of carriageway in the ninth schedule of the Transfer of Land Act 1893 as amended over and across that portion of the said Lot 244 as is coloured blue on the sketch attached hereto.

a. Here set forth:  
any Easements to be created as appurtenances to the land commencing with the words "together with"  
and/or  
any Reservations hereby created encumbering the land commencing with the words "Reserving to" and/or  
any Restrictive Covenants hereby created.

1995 RV 2



Dated this

14<sup>th</sup>

day of

November

1977

## TRANSFERORS SIGN HERE (see note 1)

Signature. Signed (b) SEALED with the seals of ) F.C.A. FINANCE PTY.  
 in the and HERBERT ROSS FISHER ) LIMITED  
 presence of and DONALD ARTHUR LANE )  
 the duly appointed Attorneys )  
 of F.C.A. FINANCE PTY. LIMITED )  
 and signed by them for and on ) By its Attorneys.  
 behalf of the said Company in )  
 the presence of: )

Signed (b) *[Signature]*  
 in the *[Signature]*  
 presence of (c) *[Signature]*  
 Add attestations (d) .....  
 required. Commissioner for Declarations

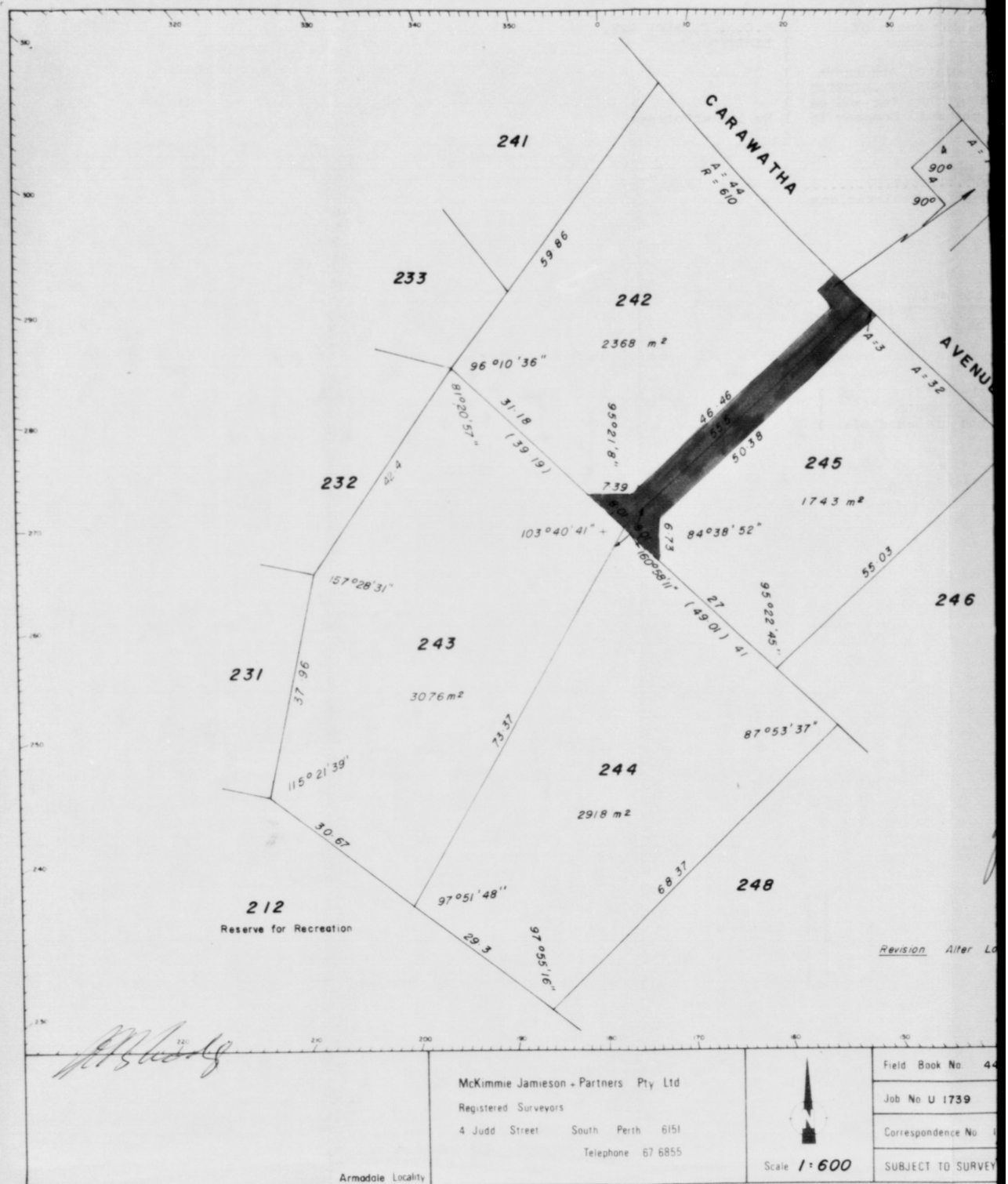
## TRANSFEREES AND OTHER PARTIES SIGN HERE (see note 1)

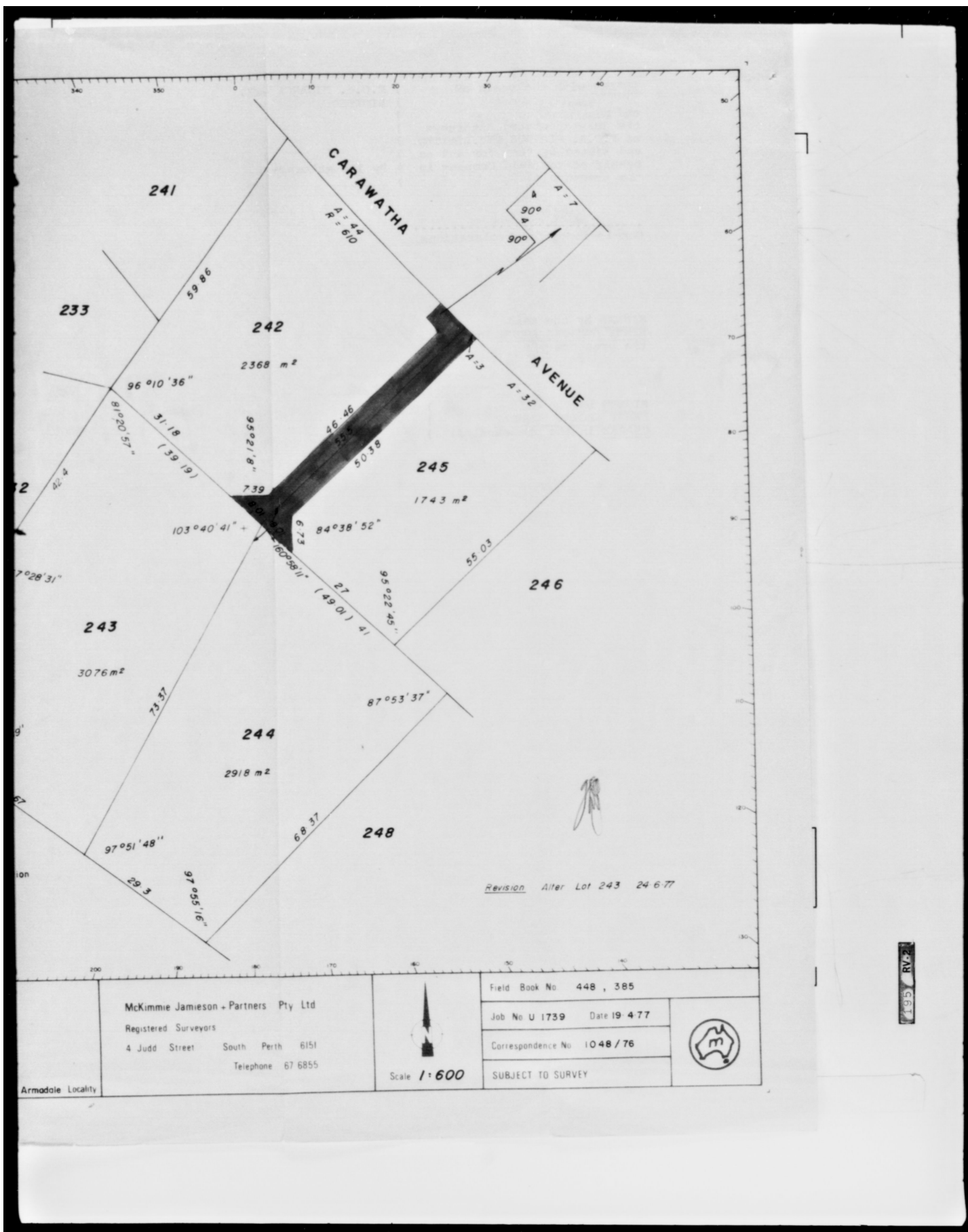
Signed (b) *[Signature]*  
 in the presence of (c) *A. Hammon*  
*5111 Kingston Way*  
*Greenwood*  
*Secretary*

Signed (b) *[Signature]*  
 in the presence of (c) *R. Ryan*  
*25 Joseph Street*  
*Maylands*  
*Secretary*

(d)

195 RV2







SEALED with the seals of ) F.C.A. FINANCE PTY.  
HERBERT ROSS FISHER ) LIMITED  
and DONALD ARTHUR LANE )  
the duly appointed Attorneys )  
of F.C.A. FINANCE PTY.LIMITED )  
and signed by them for and on )  
behalf of the said Company in ) By its attorneys  
the presence of: )  
.....  
Commissioner for Declarations

SIGNED by the said )  
HENRY SOUTTAR LODGE in )  
the presence of: )  
H. Lammon  
15 Elmston Way  
Greenwood  
Secretary  
SIGNED by the said )  
HENRY GEORGE DONNELL )  
CLARKE in the presence of: )  
R. Ryan  
15 Joseph Street  
Maylands  
Secretary

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 initialed by the persons signing this document and their witnesses.

No.

6436722

**TRANSFER**

FEEs (office use)	\$	c
1977 NOV 21 PM 2:29	18	


Parties .....

Vol. 1457  
Fol. 248 999

Lodged by  
Address **SIMON WATSON L.L.B. B.Ec**  
BARRISTER AND SOLICITOR  
Phone No. 64 KINGS PARK ROAD, WEST PERTH  
TELEPHONE 22 6855

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

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

1. ....	} Received items
2. ....	
3. ....	
4. ....	
5. ....	} No's .....
6. ....	
Rec. Clerk 	

BELOW THIS LINE FOR OFFICE USE ONLY

Encumbrances  
not notified  
on face.

New Titles  
to issue or  
Endorsing  
instruction. *N.T.3 + 3 Encumbrances*

EXAMINED. *25/11*

Registered *21<sup>st</sup> November 1977.*  
at *2.29.* o'clock and  
particulars entered in the Register Book.

Initials of  
Signing  
Officer.



*Simmonds*

REGISTRAR OF TITLES.

195 RV-2