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

REIWA
REAL ESTATE INSTITUTE OF WESTERN AUSTRALIA
APPROVED BY THE REAL ESTATE INSTITUTE OF WESTERN AUSTRALIA (INC.)
COPYRIGHT © REIWA 2025
FOR USE BY REIWA MEMBERS
000011216488
firstnational Genesis

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:

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

SCHEDULE

The **Property** at:
Address 21 Flagship Avenue
Suburb Waikiki State WA Postcode 6169
Lot 71 Deposited/~~Survey/Strata/Diagram~~/Plan 400644 Whole / ~~Part~~ Vol 2831 Folio 557
A **deposit** of $ of which $ 0 is paid now and $ to be paid within 7 days of acceptance
to be held by First National Real Estate Genesis
("the Deposit Holder"). The balance of the Purchase Price to be paid on the Settlement Date.

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.

REIWA
REAL ESTATE INSTITUTE OF WESTERN AUSTRALIA
APPROVED BY THE REAL ESTATE INSTITUTE OF WESTERN AUSTRALIA (INC.)
COPYRIGHT © REIWA 2025
FOR USE BY REIWA MEMBERS
000011216488
firstnational Genesis

CONDITIONS

1. SUBJECT TO FINANCE

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

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

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

(a) The Buyer must:
  (1) immediately after the Contract Date make a Finance Application to a Lender or a Mortgage Broker using, if required by the Lender, the Property as security; and
  (2) use all best endeavours in good faith to obtain Finance Approval.

(b) If the Buyer does not comply with Clause 1.1(a) or 1.1(c)(1) then the Contract will not come to an end pursuant to clause 1.2 and the Buyer may not terminate the Contract under Clause 1.3. The rights of the Seller under this Clause 1.1 will not be affected if the Buyer does not comply with Clause 1.1.

(c) The Buyer must immediately give to the Seller or Seller Agent:
  (1) an Approval Notice if the Buyer obtains Finance Approval; or
  (2) a Non Approval Notice if the Finance Application is rejected;

at any time while the Contract is in force and effect.

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

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

(a) the Finance Application has been rejected; or

(b) a Non Approval Notice, is given to the Seller or Seller Agent.

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

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

(a) an Approval Notice; or

(b) a Non Approval Notice;

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

1.4 Finance Approval: Approval Notice Given

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

(a) Finance Approval has been obtained; or

(b) an Approval Notice has been given to the Seller or Seller Agent;

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

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

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

1.6 Buyer Must Keep Seller Informed: Evidence

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

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

1.7 Right To Terminate

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

(a) termination must be effected by written Notice to the other Party;

(b) Clauses 23 and 24 of the 2022 General Conditions do not apply to the right to terminate;

(c) upon termination the Deposit and any other monies paid by the Buyer must be repaid to the Buyer;

(d) upon termination neither Party will have any action or claim against the other for breach of this Contract, except for a breach of Clause 1.1 by the Buyer.

1.8 Waiver

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

1.9 Definitions

In this Clause:

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

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

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

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

(a) to a Lender to lend any monies payable under the Contract: or

(b) to a Mortgage Broker to facilitate an application to a Lender.

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

(a) for the Amount of Loan;

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

  and has in fact been satisfied.

Latest Time means:

(a) the time and date referred to in the Schedule; or

(b) if no date is nominated in the Schedule, then 4pm on the day falling 15 Business Days after the Contract Date.

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

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

Non Approval Notice means:

(a) advice in writing given by the Buyer or a Lender to the Seller, or Seller Agent to the effect that the Finance Application has been rejected or Finance Approval has not been obtained; or

(b) advice in writing from a Mortgage Broker to the Seller or Seller Agent to the effect that:
  (1) (i) they have made inquiries about the Buyer's requirements and objectives under this Contract;
    (ii) they have conducted a "preliminary assessment" pursuant to sections 116 and 117 of the Credit Protection Act of the suitability of the credit contract proposed for the Buyer arising from the Finance Application; and
    (iii) they have assessed that proposed credit contract as being unsuitable for the Buyer; or
  (2) the Finance Application to a Lender has been rejected.

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

SPECIAL CONDITIONS

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

REIWA
REAL ESTATE INSTITUTE OF WESTERN AUSTRALIA
APPROVED BY THE REAL ESTATE INSTITUTE OF WESTERN AUSTRALIA (INC.)
COPYRIGHT © REIWA 2025
FOR USE BY REIWA MEMBERS
000011216488
firstnational Genesis

SPECIAL CONDITIONS - Continued

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

Signature	Date	Signature	Date
Signature	Date	Signature	Date

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

Name Jane Lesley Allies

Address 21 Flagship Avenue

Suburb Waikiki State WA Postcode 6169

Name

Address

Suburb State Postcode

EMAIL: The Seller consents to Notices being served at:

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

Signature	Date	Signature	Date
Signature	Date	Signature	Date

RECEIPT OF DOCUMENTS

The Buyer acknowledges receipt of the following documents:

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
Name		
Signature		

COPYRIGHT
The copyright of this Contract by Offer and Acceptance is the property of the Real Estate Institute of Western Australia (Inc.) ("REIWA") and neither the form nor any part of it may be used or reproduced by any method whatsoever or incorporated by reference or in any manner whatsoever in any other document without the consent of the REIWA. 01/25

APPROVED BY
THE REAL ESTATE INSTITUTE
OF WESTERN AUSTRALIA (INC.)
COPYRIGHT © REIWA 2023
FOR USE BY REIWA MEMBERS
000011216488

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 Jane Lesley Allies

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR MAJOR STRUCTURAL DEFECTS

REIWA
REAL ESTATE INSTITUTE OF WESTERN AUSTRALIA
APPROVED BY THE REAL ESTATE INSTITUTE OF WESTERN AUSTRALIA (INC.)
COPYRIGHT © REIWA 2024
FOR USE BY REIWA MEMBERS
000010996822
firstnational Genesis

ANNEXURE A

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

21 Flagship Avenue, Waikiki WA 6169

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

1. The Buyer may at their expense obtain a written Report on any Major Structural Defects of the residential building and of the following described areas Located upon the Property ("**Building**"). If nothing is completed in the blank space then the Building will be the residential Building only.

2. The Buyer must serve a copy of the Report on the Seller, Seller Agent or Seller Representative by 4PM on: *complete (a) or (b)

   (a*) ____/____/____ **OR** (b*) 14 days after acceptance ("Date")

3. If the Buyer, and Seller Agent or Seller or Seller Representative do not receive the Report before the Date then the Buyer will be deemed to have waived the benefit of this Annexure. Time is of the essence.
4. If the Report identifies Major Structural Defects to the Property's Building, the Buyer may at any time but no later than three (3) Business Days after the Date serve a Major Structural Defects Notice on the Seller, Seller Agent or Seller Representative giving the Seller five (5) Business Days to agree to remedy the Major Structural Defects.
5. If the Seller elects in writing to remedy the Major Structural Defects in the Major Structural Defects Notice then the Settlement Date will be delayed until the later of: (a) three (3) Business Days after the Seller's Work is completed as certified by the Seller's Builder and (b) the Settlement Date.
6. The Seller must do the Work expeditiously and in good and workmanlike manner through a Builder and provide evidence to the Buyer of completion of the Work.
7. If, prior to the Seller commencing Work, the Seller and Buyer wish to agree and do agree an amount to be paid by the Seller to the Buyer then the amount will be deducted from the Purchase Price at Settlement and the Seller will not undertake the Work.
8. If the Seller does not agree in writing to remedy Major Structural Defects within five (5) Business Days from when the Major Structural Defects Notice was served on the Seller, Seller Agent or Seller Representative then:
   (a) At any time within a further Five (5) Business Days after (1) that period ending (if no notice is given by the seller); or (2) the date notice in writing is given by the Seller to the Buyer, the Buyer may give notice in writing to the Seller, Seller Agent or Seller Representative terminating the Contract and the Deposit and other monies paid will be repaid to the Buyer;
   (b) if the Buyer does not terminate the Contract pursuant to this clause 8, then this Annexure ceases to apply and the Contract continues unaffected by this Annexure.
9. In this Annexure:

9.1 "Builder" means a registered building service contractor (as defined in the *Building Services (Registration) Act 2011*WA) qualified to remedy the matters set out in the Major Structural Defects Notice.

9.2 "Consultant" means an independent inspector qualified and experienced in undertaking pre-purchase property inspections to ascertain Major Structual Defects.

9.3 "Date" means the date inserted or calculated in clause 2. If nothing is inserted in clause 2 then the Date will be five (5) Business Days from the later of (i) the Contract Date; or (ii) the Latest Time for Financial Approval (if any).

9.4 "Major Structural Defects" means a fault or deviation from the intended structural performance of a building element and is a major defect to the building structure of sufficient magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility, or further deterioration of the building structure. Major Structural Defects does not include any non-structural element, e.g., roof plumbing and roof covering, general gas, water and sanitary plumbing, electrical wiring, partition walls, cabinetry, windows, doors, trims, fencing, minor structures, non-structural damp issues, ceiling linings, floor coverings, decorative finishes such as plastering, painting, tiling etc., general maintenance, or spalling of masonry, fretting of mortar or rusting of primary structural elements.

9.5 "Major Structural Defects Notice" means a Notice in writing from the Buyer to the Seller to provide the Seller with the opportunity to agree to rectify the Major Structural Defects that the Buyer requires to be rectified.

9.6 "Report" means the report performed in accordance with Appendix A of the Standard by a ~~Consultant~~ 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

AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR TIMBER PESTS

REIWA REAL ESTATE INSTITUTE OF WESTERN AUSTRALIA
APPROVED BY THE REAL ESTATE INSTITUTE OF WESTERN AUSTRALIA (INC.)
COPYRIGHT © REIWA 2022
FOR USE BY REIWA MEMBERS
000010996841
firstnational Genesis

ANNEXURE B

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

21 Flagship Avenue, Waikiki WA 6169

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

BUYER SIGNATURE	BUYER SIGNATURE	SELLER SIGNATURE	SELLER SIGNATURE

WESTERN AUSTRALIA

TITLE NUMBER	
Volume	Folio
2831	**557**

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

REGISTRAR OF TITLES WESTERN AUSTRALIA

LAND DESCRIPTION:

LOT 71 ON DEPOSITED PLAN 400644

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

JANE LESLEY ALLIES OF 21 FLAGSHIP AVENUE WAIKIKI WA 6169

(T Q519279) REGISTERED 23/7/2025

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

1. M029057 NOTIFICATION SECTION 165 PLANNING & DEVELOPMENT ACT 2005 LODGED 24/8/2012.
2. Q519280 MORTGAGE TO POLICE & NURSES LTD REGISTERED 23/7/2025.

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.

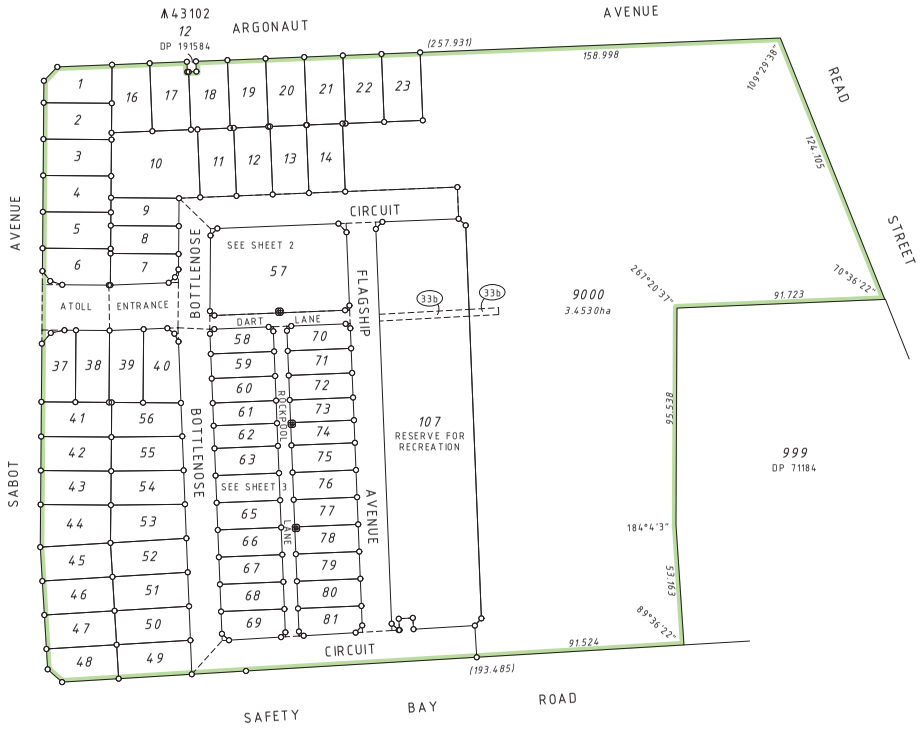
SKETCH OF LAND:	DP400644
PREVIOUS TITLE:	2798-444
PROPERTY STREET ADDRESS:	21 FLAGSHIP AV, WAIKIKI.
LOCAL GOVERNMENT AUTHORITY:	CITY OF ROCKINGHAM

LANDGATE COPY OF ORIGINAL NOT TO SCALE 08/09/2026 01:33 PM Request number: 70362742

Landgate
www.landgate.wa.gov.au

LANDGATE COPY OF ORIGINAL NOT TO SCALE 08/09/2026 01:33 PM Request number: 70362742
www.landgate.wa.gov.au

VER	AMENDMENT	AUTHORISED BY	DATE
2	FSC & SURVEY SHEET ADDED	LANDGATE	28/01/2014



SPECIAL SURVEY AREA SUBDIVISION

SEE SHEETS 4 & 5 FOR SURVEY INFORMATION
SURVEY CARRIED OUT UNDER REG 26A
SPECIAL SURVEY AREA GUIDELINES

INTERESTS AND NOTIFICATIONS

SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN	LAND BURDENED	BENEFIT TO	COMMENTS
	NOTIFICATION	SEC 70A OF THE TLA	DOC M029056	LOT 9000		WATER CORPORATION
	NOTIFICATION	SEC 165 OF THE P & D ACT	DOC M029057	ALL LOTS		UXO
33b	EASEMENT (SEWERAGE)	SEC 167 OF THE P & D ACT REG 33(b)	THIS PLAN	LOTS 107 & 9000	WATER CORPORATION	
LOT 107	RESERVE FOR RECREATION	VESTS IN THE CROWN UNDER SEC 152 OF THE P & D ACT	THIS PLAN			

HELD BY LANDGATE IN DIGITAL FORM ONLY.

TYPE FREEHOLD
PURPOSE SUBDIVISION

PLAN OF

LOTS 1-14, 16-23, 37-81, 107, 9000, ROADS & EASEMENTS

DISTRICT COCKBURN SOUND
TOWNSITE
DRDL FILE
LOCAL AUTHORITY CITY OF ROCKINGHAM
LOCALITY WAIKIKI
ON INDEX SEE SMART PLAN

SSA YES/~~NO~~

FORMER TENURE
LOT 1000 DP 71184 C/T 2798/444

FIELD BOOK
124447 (SAM 4877)

SCALE: 1:1500 AT A2 SIZE ALL DISTANCES ARE IN METRES

SURVEYOR'S CERTIFICATE - Reg 54
I, LAURENCE JOHN GATTI
hereby certify that this plan is accurate and is a correct representation of the
(a) *survey, and /or
(b) *calculations from measurements recorded in the field records,
(*delete if inapplicable)
undertaken for the purposes of this plan and that it complies with the relevant written law(s) in relation to which it is lodged.
Laurence John Gatti 2013.11.13 08:49:51 +08'00'
Licensed Surveyor Date

SURVEYOR'S CERTIFICATE - Compiled
I,
hereby certify that this compiled plan
(a) is a correct and accurate representation of the survey(s) of subject land , and
(b) is in accordance with the relevant law in relation to which it is lodged.
Licensed Surveyor Date

SURVEYING & DRAFTING BY
WHELANS AUSTRALIA PTY LTD
(08) 9221 3333 www.whelans.com.au

LODGED
DATE 14-Nov-13
FEE PAID $5020.00
ASSESS No. 13911867

TYPE OF VALIDATION
FULL AUDIT
LEGAL COMPONENT G.FONG
DOCKET PLAN/DIAG 03185-2013
CERTIFIED CORRECT 26-Nov-13
I.S.C.
F.S.C. 15-01-2013

APPROVED BY
WESTERN AUSTRALIAN PLANNING COMMISSION
FILE 144689
24-Jan-2014
Delegated Under S.16 P & D ACT 2005
DATE

IN ORDER FOR DEALINGS
SUBJECT TO
Sec's 152, 167 & 168(1)(2) of P&D ACT
28-Jan-2014
FOR INSPECTOR OF PLANS & SURVEYS / AUTHORIZED LAND OFFICER DATE

APPROVED REG 26A (4)
28-Jan-2014
INSPECTOR OF PLANS & SURVEYS / AUTHORIZED LAND OFFICER DATE

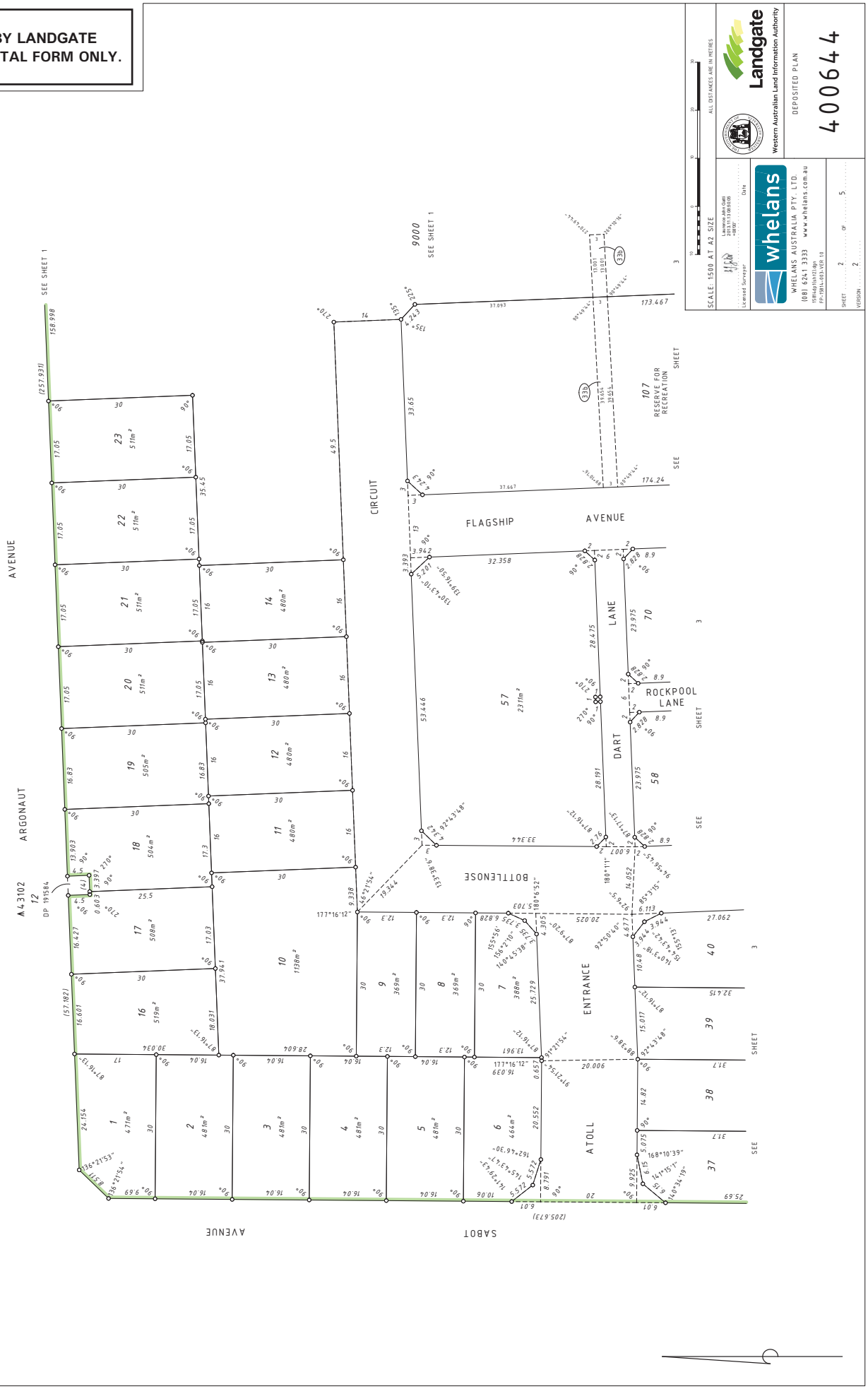
Landgate
Western Australian Land Information Authority

DEPOSITED PLAN
400644

SHEET 1 OF 5
VERSION 2

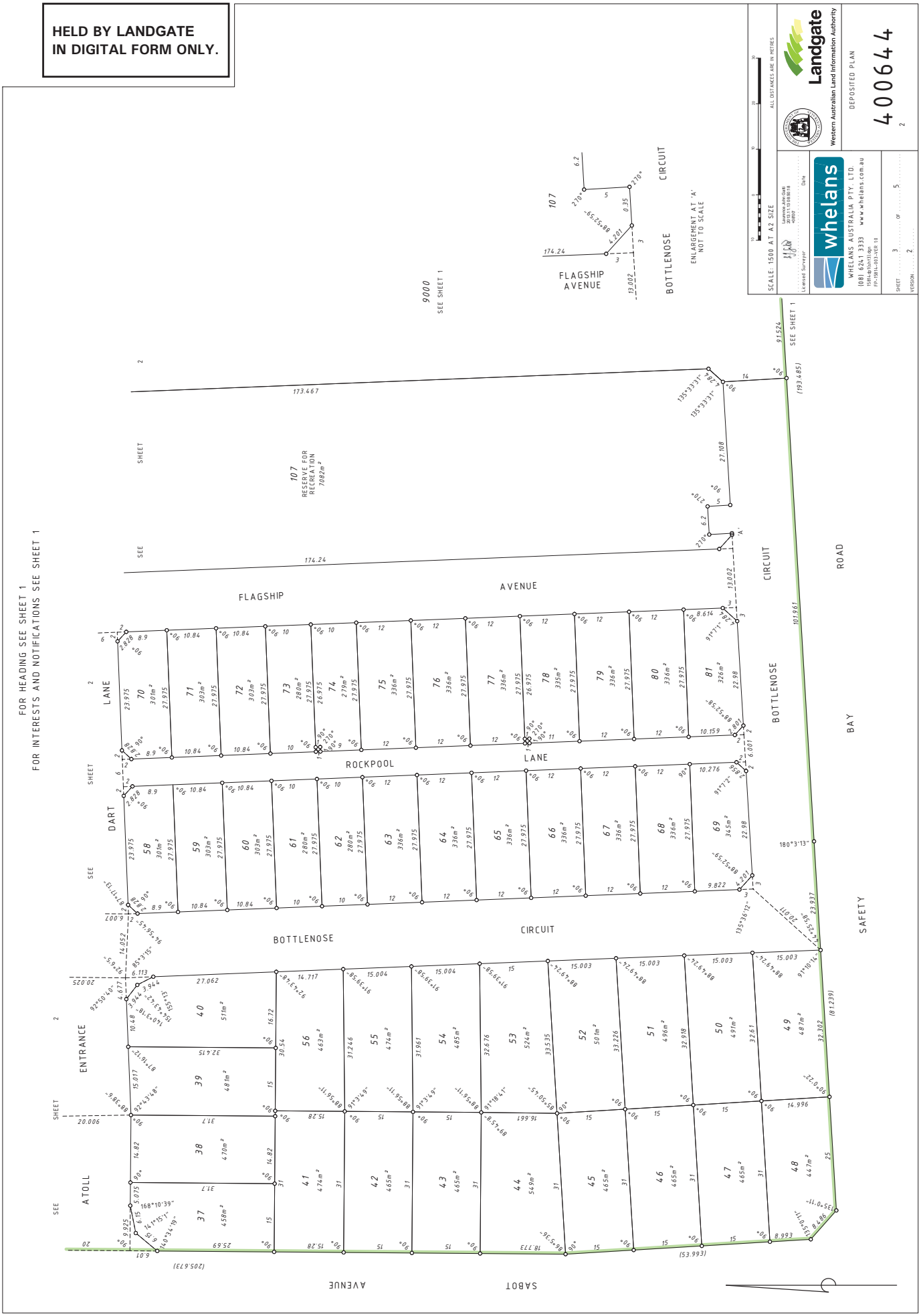
s:/projects/15/15814/carto/statutory drafting/15814dp1.dgn
waikiki-5-130801-dp1.acs FP-15814-003-VER 10

HELD BY LANDGATE
IN DIGITAL FORM ONLY.



LANDGATE COPY OF ORIGINAL NOT TO SCALE 08/09/2026 01:33 PM Request number: 70362742
Landgate
www.landgate.wa.gov.au

HELD BY LANDGATE
IN DIGITAL FORM ONLY.



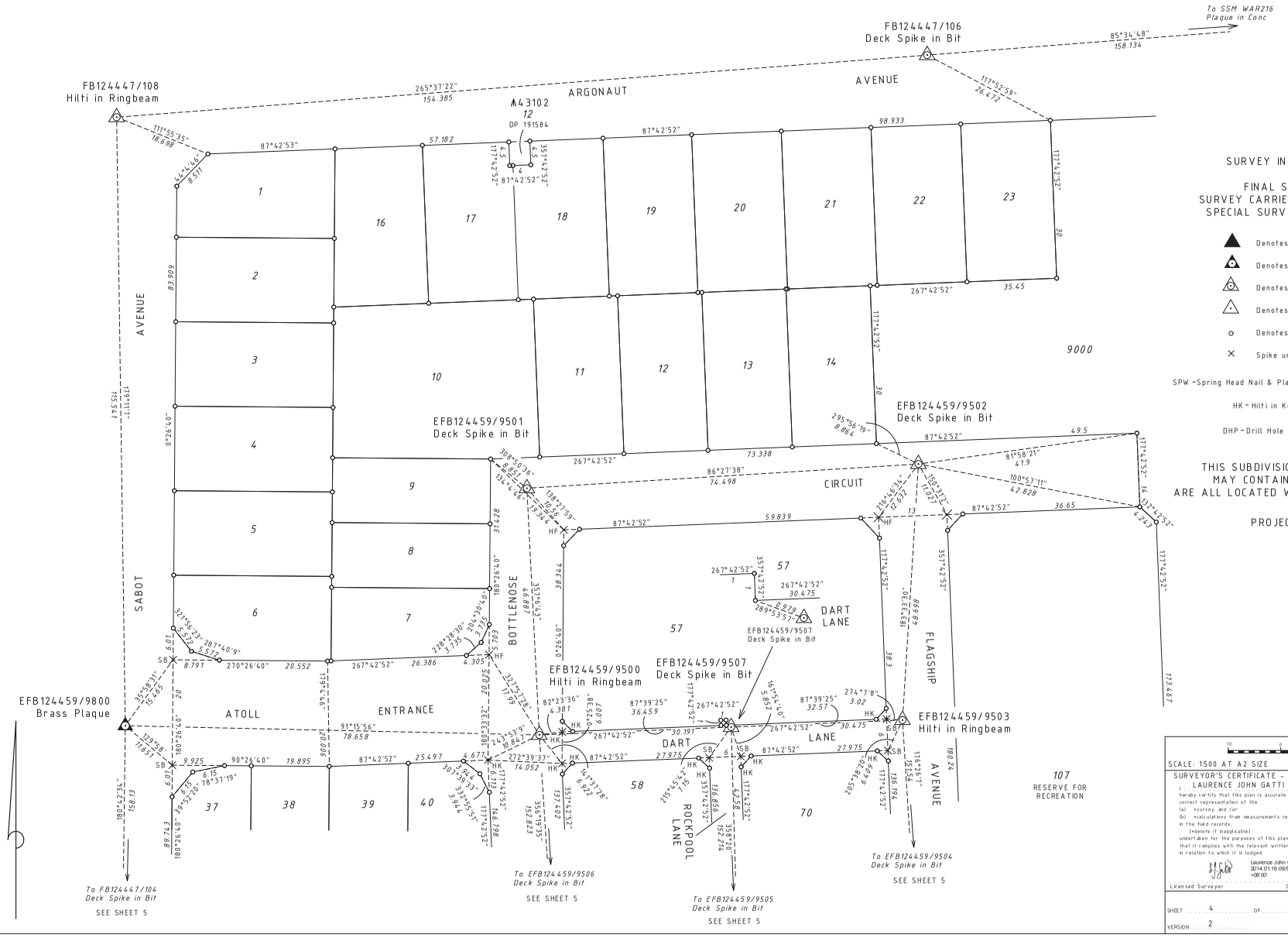
LANDGATE COPY OF ORIGINAL NOT TO SCALE 08/09/2026 01:33 PM Request number: 70362742

Landgate
www.landgate.wa.gov.au

LANDGATE COPY OF ORIGINAL NOT TO SCALE 08/09/2026 01:33 PM Request number: 70362742
www.landgate.wa.gov.au

HELD BY LANDGATE
IN DIGITAL FORM ONLY.

FOR HEADING SEE SHEET 1
FOR INTERESTS AND NOTIFICATIONS SEE SHEET 1



SURVEY INFORMATION ONLY

FINAL SURVEY SHEET
SURVEY CARRIED OUT UNDER REG26A
SPECIAL SURVEY AREA GUIDELINES

- Denotes Standard Survey Mark
- Denotes Permanent Survey Mark
- Denotes Permanent Control Mark
- Denotes Temporary Control Mark
- Denotes Peg unless stated otherwise
- × Spike unless stated otherwise

SPW - Spring Head Nail & Plate on Wall SHNK - Spring Head Nail in Kerb

HK - Hilti in Kerb SB - Spike in Bitumen

DHP - Drill Hole in Path HF - Hilti in Footpath

THIS SUBDIVISION AT THE TIME OF SURVEY
MAY CONTAIN RETAINING WALLS WHICH
ARE ALL LOCATED WITHIN THE HIGH (OR LOW) LOT/S

PROJECT GRID IS PCG 94

SURVEY SHEET AUDITED
DATE: **07/03/2014** **EM**

whelans

15814dpf(sht4ssa)dgn
FP-15814-003-VER 1.0

SCALE: 1500 AT A2 SIZE ALL DISTANCES ARE IN METRES

SURVEYOR'S CERTIFICATE - Reg 54
LAURENCE JOHN GATTI

I ..... hereby certify that this plan is accurate and is a correct representation of the
(a) *survey; and /or
(b) *calculations from measurements recorded in the field records,
[*delete if inapplicable]
undertaken for the purposes of this plan and that it complies with the relevant written law(s) in relation to which it is lodged

Laurence John Gatti
2014.01.16 09:57:18 +08'00'

Licensed Surveyor Date

SHEET 4 OF 5
VERSION 2

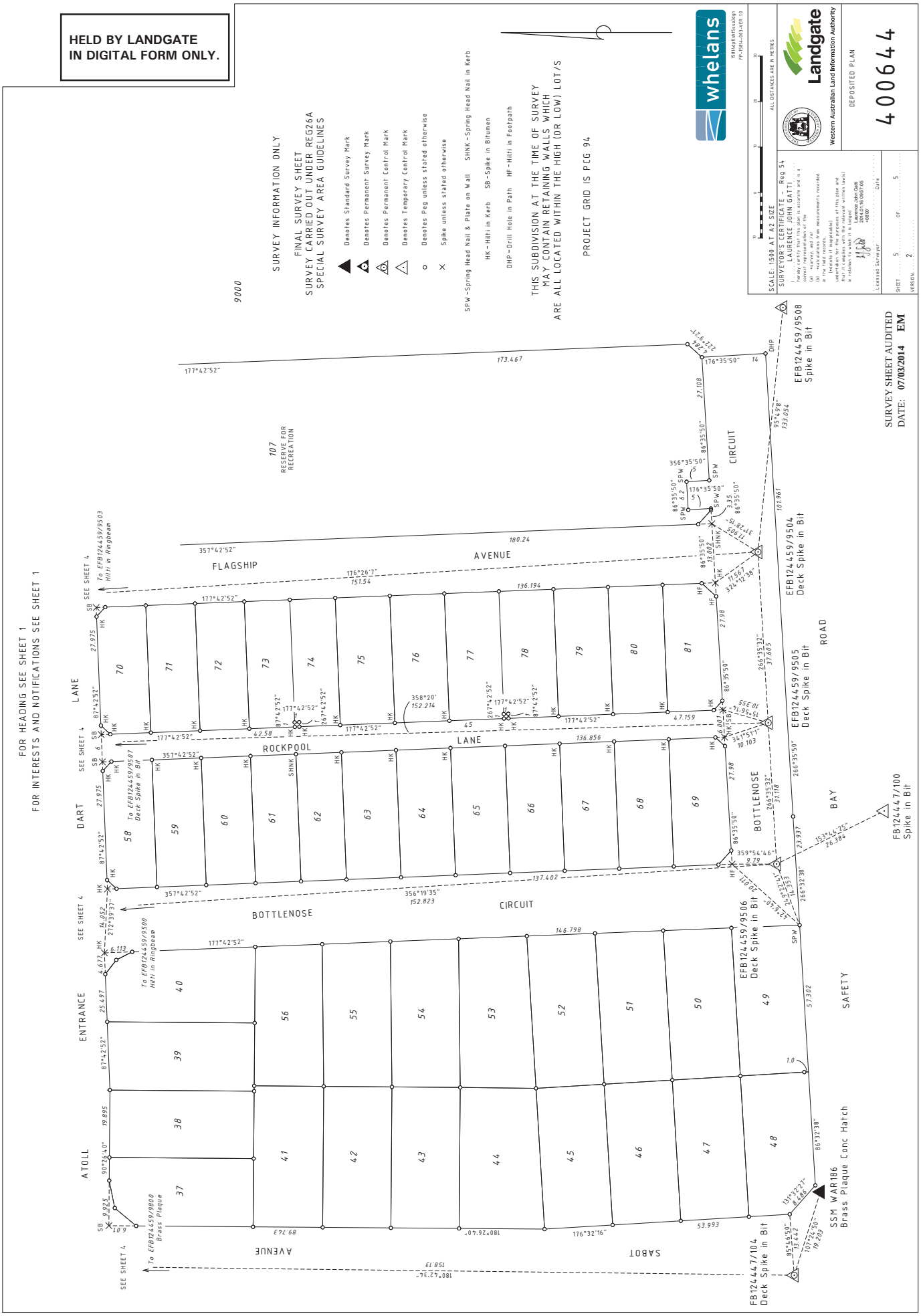
Landgate
Western Australian Land Information Authority

DEPOSITED PLAN

400644

2

HELD BY LANDGATE
IN DIGITAL FORM ONLY.



LANDGATE COPY OF ORIGINAL NOT TO SCALE 08/09/2026 01:33 PM Request number: 70362742

Landgate
www.landgate.wa.gov.au

Deposited Plan 400644

Lot	Certificate of Title	Lot Status	Part Lot
1	2831/501	Registered	
2	2831/502	Registered	
3	2831/503	Registered	
4	2831/504	Registered	
5	2831/505	Registered	
6	2831/506	Registered	
7	2831/507	Registered	
8	2831/508	Registered	
9	2831/509	Registered	
10	SP80591	Strata'd	
10	2831/510 (Cancelled)	Strata'd	
11	2831/511	Registered	
12	2831/512	Registered	
13	2831/513	Registered	
14	2831/514	Registered	
16	2831/515	Registered	
17	2831/516	Registered	
18	2831/517	Registered	
19	2831/518	Registered	
20	2831/519	Registered	
21	2831/520	Registered	
22	2831/521	Registered	
23	2831/522	Registered	
37	2831/523	Registered	
38	2831/524	Registered	
39	2831/525	Registered	
40	2831/526	Registered	
41	2831/527	Registered	
42	2831/528	Registered	
43	2831/529	Registered	
44	2831/530	Registered	
45	2831/531	Registered	
46	2831/532	Registered	
47	2831/533	Registered	
48	2831/534	Registered	
49	2831/535	Registered	
50	2831/536	Registered	
51	2831/537	Registered	
52	2831/538	Registered	
53	2831/539	Registered	
54	2831/540	Registered	
55	2831/541	Registered	
56	2831/542	Registered	
57	SP63916	Strata'd	
57	2831/543 (Cancelled)	Strata'd	

LANDGATE COPY OF ORIGINAL NOT TO SCALE 08/09/2026 01:33 PM Request number: 70362742

Landgate
www.landgate.wa.gov.au

Deposited Plan 400644

Lot	Certificate of Title	Lot Status	Part Lot
58	2831/544	Registered	
59	2831/545	Registered	
60	2831/546	Registered	
61	2831/547	Registered	
62	2831/548	Registered	
63	2831/549	Registered	
64	2831/550	Registered	
65	2831/551	Registered	
66	2831/552	Registered	
67	2831/553	Registered	
68	2831/554	Registered	
69	2831/555	Registered	
70	2831/556	Registered	
71	2831/557	Registered	
72	2831/558	Registered	
73	2831/559	Registered	
74	2831/560	Registered	
75	2831/561	Registered	
76	2831/562	Registered	
77	2831/563	Registered	
78	2831/564	Registered	
79	2831/565	Registered	
80	2831/566	Registered	
81	2831/567	Registered	
107	LR3164/20	Registered	
9000	2831/568 (Cancelled)	Retired	
0	N/A	Retired	
0	N/A	Registered	
0	N/A	Retired	
0	N/A	Registered	
0	N/A	Retired	
0	N/A	Retired	
0	N/A	Retired	
0	N/A	Registered	
0	N/A	Registered	
0	N/A	Registered	

LANDGATE COPY OF ORIGINAL NOT TO SCALE 08/09/2026 01:33 PM Request number: 70362742

Landgate
www.landgate.wa.gov.au

M 29057 NO
24 Aug 2012 15:04:28 Perth

REG $ 160.00

NOTIFICATION

LODGED BY

ADDRESS DEPUTY STATE SOLICITOR
STATE SOLICTITORS OFFICE
COMMERCIAL & CONVEYANCING

141 ST GEORGES TERRACE
PERTH WA 6000

PHONE NO.

FAX NO. 92641888

REFERENCE NO. 92641442

ISSUING BOX NO. 2964-12

PREPARED BY Whelans SSO REF 2649/55

ADDRESS P.O. Box 99
Mount Hawthorn W.A. 6915

ISSUING BOX No 59N

PHONE NO. 94431511 FAX NO. 94443901

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

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

Received items

Nos. 0

Receiving Clerk

ENDORSING INSTRUCTIONS

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 Book

EXAMINED

Initials of signing officer

REGISTRAR OF TITLES WESTERN AUSTRALIA

REGISTRAR OF TITLES

LANDGATE COPY OF ORIGINAL NOT TO SCALE 08/09/2026 01:37 PM Request number: 70362777

Landgate
www.landgate.wa.gov.au

Form Approval B3582

WESTERN AUSTRALIAN PLANNING COMMISSION

FILE No. 141876

TO REGISTRAR OF TITLES
REGISTRAR OF DEEDS AND TRANSFERS

NOTIFICATION

PLANNING AND DEVELOPMENT ACT 2005

THE LAND SET OUT IN THE
SCHEDULE IS LAND TO WHICH SECTION 165 OF
THE PLANNING AND DEVELOPMENT ACT 2005 APPLIES

SCHEDULE

DESCRIPTION OF LAND	EXTENT	VOLUME	FOLIO
As to:	Whole		
Lots 999 and 1000 on deposited plan 71184			

REGISTERED PROPRIETOR OF LAND

Minister for Education of 151 Royal Street, East Perth.

HAZARDS OR OTHER FACTORS SERIOUSLY AFFECTING THE LAND

This land has previously been used as an artillery range and may contain unexploded ordnances. Whilst the land has been searched to a depth of 1 metre no guarantee can be given that all unexploded ordnances have been located. Any ordnance found should be treated as dangerous and its location reported to police or defence establishment.

Dated this 16 day of January 20 12

CM Sanders

For: WESTERN AUSTRALIAN PLANNING COMMISSION

Christina Sanders

LANDGATE COPY OF ORIGINAL NOT TO SCALE 08/09/2026 01:37 PM Request number: 70362777

Landgate
www.landgate.wa.gov.au