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:

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

SCHEDULE

The **Property** at:
Address 47 North Street
Suburb Midland State WA Postcode 6056
Lot 202 Deposited/~~Survey/Strata/Diagram~~/Plan 406583 Whole / ~~Part~~ Vol 2906 Folio 486
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.

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CONDITIONS

1. SUBJECT TO FINANCE

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

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

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

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

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

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

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

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

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

(a) the Finance Application has been rejected; or

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

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

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

(a) an Approval Notice; or

(b) a Non Approval Notice;

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

1.4 Finance Approval: Approval Notice Given

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

(a) Finance Approval has been obtained; or

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

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

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

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

1.6 Buyer Must Keep Seller Informed: Evidence

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

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

1.7 Right To Terminate

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

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

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

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

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

1.8 Waiver

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

1.9 Definitions

In this Clause:

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

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

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

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

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

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

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

(a) for the Amount of Loan;

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

  and has in fact been satisfied.

Latest Time means:

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

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

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

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

Non Approval Notice means:

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

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

2. Acceptance of an offer by one Party to the other Party will be sufficiently communicated by the accepting Party to the other Party if verbal or written notification is given by the accepting Party or their Representative or Real Estate Agent that the accepting Party has signed the Contract.
3. The 2022 General Conditions 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

Name	Caroline Francesca Jane Irwin				
Address	50 Harper Street				
Suburb	Woodbridge	State	WA	Postcode	6056
Name	Patrick James Seymour Irwin				
Address	50 Harper Street				
Suburb	Woodbridge	State	WA	Postcode	6056

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		

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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 "*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 Caroline Francesca Jane Irwin

Date _____

Signature _____

Name Patrick James Seymour Irwin

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

47 North Street, Midland WA 6056

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

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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

47 North Street, Midland WA 6056

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
2906	**486**

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 202 ON DEPOSITED PLAN 406583

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

PATRICK JAMES SEYMOUR IRWIN
CAROLINE FRANCESCA JANE IRWIN
BOTH OF 50 HARPER STREET, WOODRIDGE
AS JOINT TENANTS

(AF N376349) REGISTERED 6/7/2016

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

1. EASEMENT BENEFIT SEE DIAGRAM 6301 AND SECTION 167A OF THE TLA.
2. K159360 MORTGAGE TO AUSTRALIA & NEW ZEALAND BANKING GROUP LTD REGISTERED 18/4/2007.
3. L082544 MORTGAGE TO AUSTRALIA & NEW ZEALAND BANKING GROUP LTD REGISTERED 23/9/2009.
4. L861296 EASEMENT BENEFIT FOR ACCESS PURPOSES. SEE SKETCH ON DEPOSITED PLAN 67470. REGISTERED 20/2/2012.
5. L861298 EASEMENT BENEFIT FOR ACCESS PURPOSES. SEE SKETCH ON DEPOSITED PLAN 67470. REGISTERED 20/2/2012.
6. L861301 EASEMENT BENEFIT FOR ACCESS PURPOSES. SEE SKETCH ON DEPOSITED PLAN 67470. REGISTERED 20/2/2012.
7. EASEMENT BURDEN CREATED UNDER SECTION 136C T.L.A. FOR PARTY WALL PURPOSES - SEE DEPOSITED PLAN 406583
8. EASEMENT BENEFIT CREATED UNDER SECTION 136C T.L.A. FOR PARTY WALL PURPOSES - SEE DEPOSITED PLAN 406583
9. EASEMENT BURDEN CREATED UNDER SECTION 136C T.L.A. FOR RIGHT OF CARRIAGEWAY PURPOSES - SEE DEPOSITED PLAN 406583
10. EASEMENT BENEFIT CREATED UNDER SECTION 136C T.L.A. FOR PARTY WALL PURPOSES - SEE DEPOSITED PLAN 406583
11. EASEMENT BURDEN CREATED UNDER SECTION 167 P. & D. ACT FOR SEWERAGE PURPOSES TO WATER CORPORATION SEE DEPOSITED PLAN 406583
12. N344279 NOTIFICATION CONTAINS FACTORS AFFECTING THE WITHIN LAND. LODGED 2/6/2016.

END OF PAGE 1 - CONTINUED OVER

LANDGATE COPY OF ORIGINAL NOT TO SCALE 03/11/2025 02:36 PM Request number: 68980886

Landgate
www.landgate.wa.gov.au

13. N344280 NOTIFICATION SECTION 165 PLANNING & DEVELOPMENT ACT 2005 LODGED 2/6/2016.

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:	DP406583
PREVIOUS TITLE:	2906-483
PROPERTY STREET ADDRESS:	47 NORTH ST, MIDLAND.
LOCAL GOVERNMENT AUTHORITY:	CITY OF SWAN

LANDGATE COPY OF ORIGINAL NOT TO SCALE 03/11/2025 02:36 PM Request number: 68980886

Landgate

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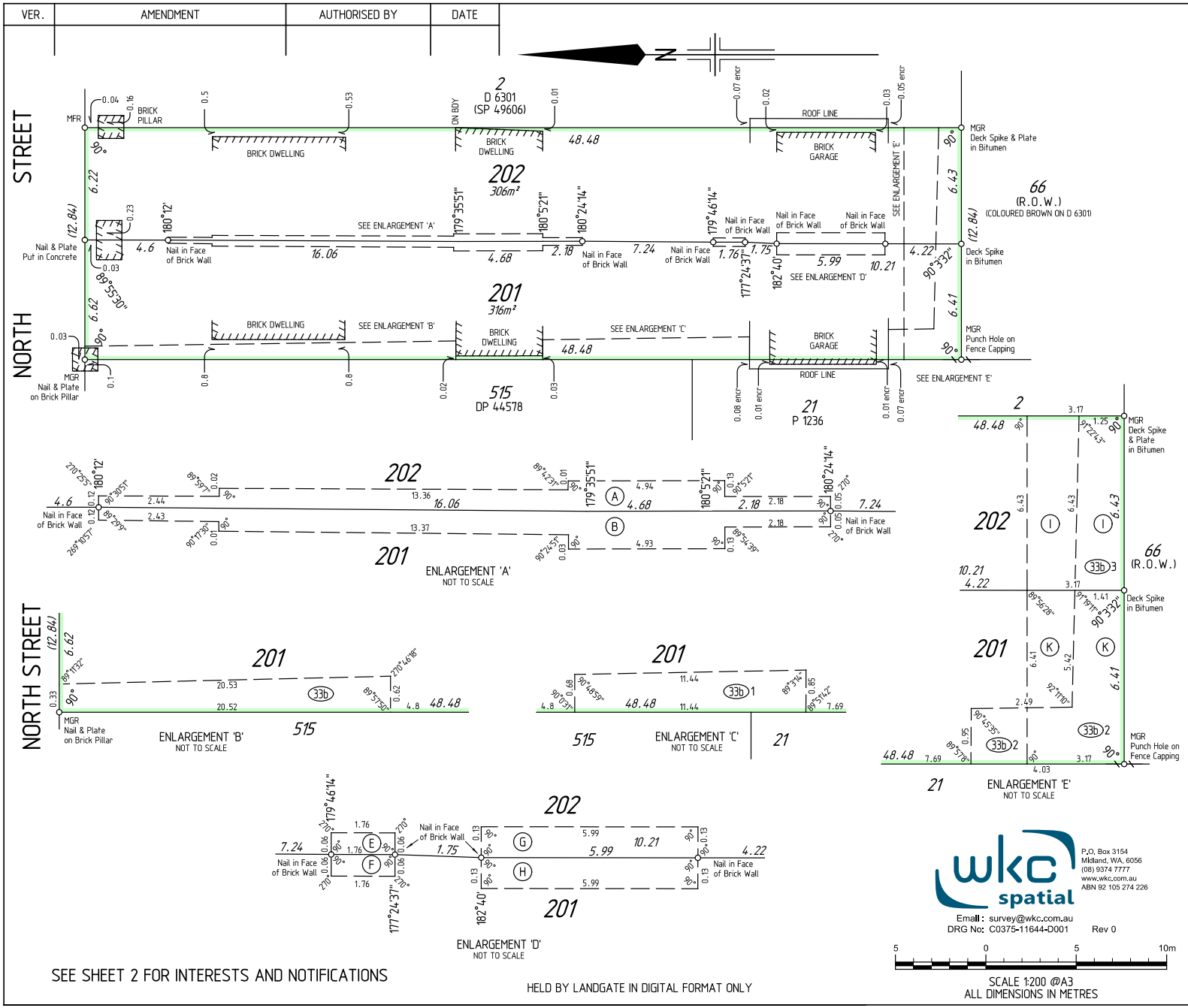
Landgate

VER.	AMENDMENT	AUTHORISED BY	DATE



TYPE FREEHOLD S.S.A. ~~YES~~/NO

PURPOSE SUBDIVISION

PLAN OF

LOTS 201, 202 AND EASEMENTS

FORMER TENURE
LOT 1 ON D 6301
C/T 1902/786

LOCAL AUTHORITY
CITY OF SWAN

LOCALITY
MIDLAND

D.O.L. FILE

FIELD RECORD 131631

SURVEYOR'S CERTIFICATE - REG 54

I, IAN MACLEOD
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.

Ian Macleod 2016.02.16 15:49:55 +08'00'

LICENSED SURVEYOR DATE

LODGED

18-2-16 DATE | $408 FEE PAID | 18936561 ASSESS No.

I.S.C.

EXAMINED
E. Milewska 23.02.2016 DATE

WESTERN AUSTRALIAN PLANNING COMMISSION
FILE 147170
24-Mar-2016
Delegated under S.16 P&D Act 2005 DATE

IN ORDER FOR DEALINGS
SUBJECT TO
SEC 136C OF THE TLA
SEC 167 OF THE P&D ACT
SEC 165 OF THE P&D ACT
SEC 70A OF THE TLA
30.03.2016
FOR INSPECTOR OF PLANS AND SURVEYS DATE

APPROVED
6.7.2016
INSPECTOR OF PLANS AND SURVEYS (S. 18 Licensed Surveyors Act 1909) DATE

wkc spatial
P.O. Box 3154
Midland, WA, 6056
(08) 9374 7777
www.wkc.com.au
ABN 92 105 274 226
Email: survey@wkc.com.au
DRG No: C0375-11644-D001 Rev 0

GOVERNMENT OF WESTERN AUSTRALIA
Landgate

DEPOSITED PLAN
406583
SHEET 1 OF 2 SHEETS
VERSION 1

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www.landgate.wa.gov.au

FOR HEADING SEE SHEET 1

INTERESTS AND NOTIFICATIONS

SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN	LAND BURDENED	BENEFIT TO	COMMENT
A E G	EASEMENT (PARTY WALL RIGHTS)	SEC 136C OF THE TLA	THIS PLAN	LOT 202	LOT 201	
B F H	EASEMENT (PARTY WALL RIGHTS)	SEC 136C OF THE TLA	THIS PLAN	LOT 201	LOT 202	
I	RIGHT OF CARRIAGEWAY	SEC 136C OF THE TLA	THIS PLAN	LOT 202	LOT 201	
K	RIGHT OF CARRIAGEWAY	SEC 136C OF THE TLA	THIS PLAN	LOT 201	LOT 202	
33b 33b1 33b2	EASEMENT (SEWERAGE)	SEC 167 OF THE P&D ACT, REG 33(b)	THIS PLAN	LOT 201	WATER CORPORATION	
33b3	EASEMENT (SEWERAGE)	SEC 167 OF THE P&D ACT, REG 33(b)	THIS PLAN	LOT 202	WATER CORPORATION	
	NOTIFICATION	SEC 165 OF THE P&D ACT	DOC N344280	LOTS 201 & 202		AIRCRAFT NOISE
	NOTIFICATION	SEC 70A OF THE TLA	DOC N344279	LOTS 201 & 202		BUILDING RESTRICTION

Ian Macleod
LICENSED SURVEYOR

Ian Macleod
2016.02.16 15:49:40 +08'00'
DATE

GOVERNMENT OF WESTERN AUSTRALIA

Landgate

DEPOSITED PLAN
406583
SHEET 2 OF 2 SHEETS
VERSION 1

Deposited Plan 406583

Lot	Certificate of Title	Lot Status	Part Lot
201	2906/485	Registered	
202	2906/486	Registered	

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Landgate
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INSTRUCTIONS

1. This form may be used only when a "Box Type" form is not provided or is unsuitable. It may be completed in narrative style.
2. If insufficient space hereon Additional Sheet Form B1 should be used.
3. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
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.

NOTES

1. Insert document type.
2. 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

L861296 E
20 Feb 2012 09:53:50 Midland
REG $ 160.00

Lodged By	SURE SETTLEMENTS
Address	15 THE CRESCENT MIDLAND, WA, 6056
Phone No.	9274 0622
Fax No	9274 0544
E-Mail	david@earnshawlawyers.com.au
Reference No.	
Issuing Box No.	505R MIDLAND

Prepared By	EARNSHAW LAWYERS
Address	15 THE CRESCENT MIDLAND, WA, 6056
Phone No.	9274 0622
Fax No.	9274 0544
E-Mail	david@earnshawlawyers.com.au
Reference No.	
Issuing Box No.	505R (Sure Settlements)

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.
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.

REGISTRAR OF TITLES WESTERN AUSTRALIA

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Landgate
www.landgate.wa.gov.au

EXECUTED BY THE PARTIES AS A DEED the day and year first hereinbefore written.

Signed by: Dorothy Alexandra HARPER
in the presence of:

Signature of witness

ALESSANDRO JOHN PANICCIARI
Name of Witness

3 BALMAIN ROAD
Address of witness

GREENMOUNT WA 6056

BUSINESS MANAGER.
Occupation of Witness

Dorothy Alexandra HARPER

Signed by: Patrick James Seymour IRWIN
in the presence of:

Signature of witness

NYAREE BLAKENEY
Name of Witness

157 GREAT EASTERN HIGHWAY, SOUTH GUILDFORD WA 6055
Address of witness

BUSINESS MANAGER
Occupation of Witness

Patrick James Seymour IRWIN

Signed by: Caroline Francesca Jane IRWIN
in the presence of:

Signature of witness

NYAREE BLAKENEY
Name of Witness

157 GREAT EASTERN HIGHWAY, SOUTH GUILDFORD WA 6055
Address of witness

BUSINESS MANAGER
Occupation of Witness

Caroline Francesca Jane IRWIN

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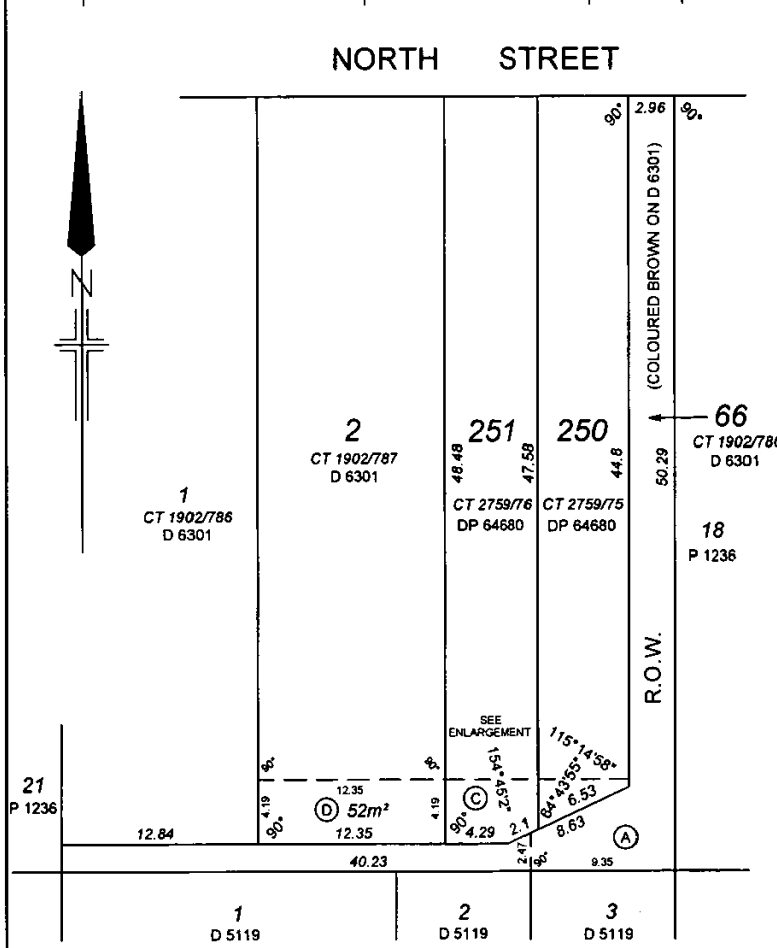
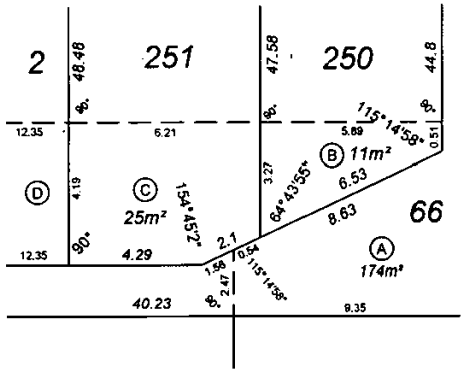
www.landgate.wa.gov.au

VERSION	AMENDMENT	AUTHORISED BY	DATE

FOR INTEREST PURPOSES ONLY



PRELIMINARY



ENLARGEMENT
Not to Scale

INITIAL INTERESTS

SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN	LAND BURDENED	BENEFIT TO	COMMENT
(A)	EASEMENT		DOC	LOT 66 ON D 6301	LOT 3 ON D 5119	
(B)	EASEMENT		DOC	LOT 250 ON DP 64680	LOTS 1 & 2 ON D 6301 AND LOT 251 ON DP 64680	
(C)	EASEMENT		DOC	LOT 251 ON DP 64680	LOTS 1 & 2 ON D 6301	
(D)	EASEMENT		DOC	LOT 2 ON D 6301	LOT 1 ON D 6301	

TYPE FREEHOLD

PURPOSE INTEREST

PLAN OF EASEMENT AND/OR OTHER INTERESTS OVER LOTS 2 & 66 ON D 6301 AND LOTS 250 & 251 ON DP 64680

This plan is subject to Examination and final approval by DLI

SSA YES/NO

DISTRICT SWAN FILE

TOWNSITE

LOCAL AUTHORITY CITY OF SWAN

LOCALITY MIDLAND

FORMER TENURE	ON	FIELD BOOK
	INDEX BG34 (2) 22.32	

SCALE: 1:300 AT A3 SIZE
ALL DISTANCES ARE IN METRES
6 3 0 3 6 9 12

SURVEYOR'S CERTIFICATE - Reg 54

I RICHARD GEORGE DELANY hereby certify that this plan is accurate and is a correct representation of the -
~~(a) survey; and/or~~
(b) *calculations from measurements;
[* 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.

LICENSED SURVEYOR DATE

LODGED
DATE
FEE PAID
ASSESS No.

TYPE OF VALIDATION
FULL AUDIT
LEGAL COMPONENT
DOCKET
CERTIFIED CORRECT
I.S.C.
F.S.C.

IN ORDER FOR DEALINGS

SUBJECT TO

FOR INSPECTOR OF PLANS & SURVEYS DATE
AUTHORIZED LAND OFFICER

APPROVED

INSPECTOR OF PLANS & SURVEYS DATE
AUTHORIZED LAND OFFICER

Freshwater Bay Investments Pty Ltd trading as
Midland Survey Services
ACN 105 274 226
ABN 92 105 274 226
3 VICTORIA STREET
MIDLAND WA 6056
Tel : (08) 9374 7777
Fax : (08) 9274 2545
Email : survey@midlandsurveys.com.au
DRG No. C0375 10825-D001 Rev B

APPROVED BY
WESTERN AUSTRALIAN PLANNING COMMISSION

Delegated Under S.16 P & D Act 2005 Date

Landgate
Western Australian Land Information Authority

DEPOSITED PLAN
67470

SHEET 1 OF 1
VERSION 1

c. the right to enter upon and walk, drive and pass through and over the Servient Tenement at all reasonable times, whether in person or by such contractors as may from time to time be authorised by the Grantor, for the purpose of accessing the property of the Grantee.

2. In exercising the powers conferred on the Grantee as set out in the preceding clause, the Grantee must:
   a. cause as little inconvenience and damage as is practicable to the Servient Tenement;
   b. remedy and make good any damage to the Servient Tenement which may result from the exercise of the said powers.

3. Each party agrees to notify the other party as soon as is practicable of any faults or maintenance requirements in respect of the affected land.

4. The Grantor covenants with the Grantee so as to bind the land of the Grantor not at any time to do or suffer anything to be done upon the Servient Tenement whereby the affected land and the proper and effective use thereof by the Grantee may be obstructed or interfered with.

5. The parties agree that no party shall transfer or sell or agree to sell their property without first requiring that the transferee enter into and execute a deed covenanting with the remaining party to be bound by and to observe and perform all the covenants and conditions of this deed.

6. In the event of any dispute between the parties arising out of or incidental to this deed, or in the event that the parties cannot agree on any matter upon which agreement is required pursuant to this deed, the issue thereby arising shall be referred to and determined by an arbitrator nominated by:

   a. the President for the time being of the Law Society of Western Australia; or
   b. a person nominated by the President for the time being of the Law Society of Western Australia,

   at the direction of the parties or either of them.

7. LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS

   1. EASEMENT BENEFIT SEE DIAGRAM 6301 AND SECTION 167A OF THE TLA.
   2. EASEMENT BENEFIT FOR PARTY WALL PURPOSES SEE DEPOSITED PLAN 64680.
   3. EASEMENT BURDEN FOR PARTY WALL PURPOSES SEE DEPOSITED PLAN 64680.
   4. NOTIFICATION L516332.

The remainder of this page has been intentionally left blank.

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FORM B2

FORM APPROVED
NO. B4682

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

38

ABN 99 593 347 728
WESTERN AUSTRALIA DUTY
TSF 24/01/12 08:57 003094472-001 VG Y
DUTIABLE VALUE $ **********2,000
DUTY $ **************38.00

BLANK INSTRUMENT FORM

DEED OF EASEMENT

(Note 1)

THIS DEED OF EASEMENT is made the 4th day of NOVEMBER 2011

BETWEEN

DOROTHY ALEXANDRA HARPER of PO Box 26, Guildford in the State of Western Australia (the Grantor, which expression shall extend to and include the successors in title and assigns of the Grantor where the context so admits or requires)

AND

PATRICK JAMES SEYMOUR IRWIN and CAROLINE FRANCESCA JANE IRWIN both of 50 Harper Street, Woodridge in the said State as joint tenants (the Grantee, which expression shall extend to and include the successors in title and assigns of the Grantee where the context so admits or requires)

WHEREAS:

A. The Grantor is the registered proprietor for the time being of an estate in fee simple subject to the encumbrances set out at clause 7 of this easement, in all that piece of land being Lot 250 on Deposited Plan 64680 and being the whole of the land comprised in Certificate of Title Volume 2759 Folio 75, more commonly known as 39 North Street, Midland in the said State (the land to be burdened, the ***Servient Tenement***).

B. The Grantee is the registered proprietor for the time being of an estate in fee simple in all that piece of land being Lot 1 on Diagram 6301 and being part of the land comprised in Certificate of Title Volume 1902 Folio 786, more commonly known as 47 - 49 North Street, Midland in the said State (the land to be benefited, the ***Dominant Tenement***).

C. The Grantor has agreed to grant the Grantee an easement over that part of the Servient Tenement as shown and marked "B" on Deposited Plan 67470 ("the affected land") to enable the Grantee to access and pass over the affected land on the terms of this deed.

NOW THIS DEED WITNESSES:

1. In consideration of the covenants of the Grantee set out in this deed, the Grantor grants to the Grantee and their agents, employees, contractors and invitees, in perpetuity so as to bind the land of the Grantor:
   a. the right to access and pass over the affected land by foot, motor vehicle and what ever means the Grantee desires so that the Grantee may access the land of the Grantor;
   b. the right to enter and pass through any gates on the affected land by foot or motor vehicle or by what ever means; and

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Landgate
www.landgate.wa.gov.au

Australia and New Zealand Banking Group Limited
A.C.N. 005 357 522

ANZ

MORTGAGE OPERATIONS WA
9th Floor, Exchange Plaza
Sherwood Court
PERTH 6000

Telephone: 9268 2089
Facsimile: 1800 249 586

10/2/2012

The Registrar of Titles
Department of Land Administration
Land Titles Division
P O Box 2222
MIDLAND 6936

Dear Sir,

CERTIFICATE OF TITLE: VOLUME 1902 FOLIO 786
CUSTOMER – Patrick James Seymour Irwin and Caroline Francesca Jane Irwin
OUR REF: 405491

The above Certificate of Title is a non issue.

ANZ Banking Group Ltd, as mortgagee of mortgage K159360 & L082544 hereby consents to the registration of the following documents:

- Deed of Easement

Lodged by: Earnshaw Lawyers
In favour of: Patrick James Seymour Irwin and Caroline Francesca Jane Irwin

ANZ Banking Group Ltd requests that, in accordance with the request by the Registered Proprietor/s to the Register of Titles in the above mortgage, NO duplicate of title be issued at the conclusion of this transaction.

Thank you for your assistance in this matter. For all enquiries, contact Lisa Jupp

Yours faithfully,

Lisa Jupp
ANZ MORTGAGE PROCESSING WA

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INSTRUCTIONS

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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.

NOTES

1. Insert document type.
2. 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.

L861298 E
20 Feb 2012 09:53:50 Midland
REG $ 160.00

Lodged By	~~EARNSHAW LAWYERS~~
Address	15 THE CRESCENT MIDLAND, WA, 6056 SURE SETTLEMENTS PO Box 2235 MIDLAND 6936 Ph: 9274 0044 Fax: 9274 0544
Phone No.	9274 0622
Fax No	9274 0544
E-Mail	~~david@earnshawlawyers.com.au~~
Reference No.	
Issuing Box No.	505R (Sure Settlements)

Prepared By	EARNSHAW LAWYERS
Address	15 THE CRESCENT MIDLAND, WA, 6056
Phone No.	9274 0622
Fax No.	9274 0544
E-Mail	david@earnshawlawyers.com.au
Reference No.	
Issuing Box No.	505R (Sure Settlements)

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4/7

TITLES, LEASES, DECLARATIONS ETC. LODGED HEREWITH

1. letter of consent
2.
3.
4.
5.
6.

Received Items

Nos. 1

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.

REGISTRAR OF TITLES WESTERN AUSTRALIA

EXAMINED

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Landgate
www.landgate.wa.gov.au

EXECUTED BY THE PARTIES AS A DEED the day and year first hereinbefore written.

Signed by: John Richard AITKEN
in the presence of:

Signature of witness

DOROTHY ALEXANDRA HARPER
Name of Witness

2 MOULTON TRAIL
Address of witness

ELLENBROOK 6069

NURSE
Occupation of Witness

John Richard AITKEN

Signed by: Nyaree BLAKENEY
in the presence of:

Signature of witness

DOROTHY ALEXANDRA HARPER
Name of Witness

2 MOULTON TRAIL
Address of witness

ELLENBROOK 6069

NURSE
Occupation of Witness

Nyaree BLAKENEY

Signed by: Patrick James Seymour IRWIN
in the presence of:

Signature of witness

DOROTHY ALEXANDRA HARPER
Name of Witness

2 MOULTON TRAIL
Address of witness

ELLENBROOK 6069

NURSE
Occupation of Witness

Patrick James Seymour IRWIN

Signed by: Caroline Francesca Jane IRWIN
in the presence of:

Signature of witness

DOROTHY ALEXANDRA HARPER
Name of Witness

2 MOULTON TRAIL
Address of witness

ELLENBROOK 6069

NURSE
Occupation of Witness

Caroline Francesca Jane IRWIN

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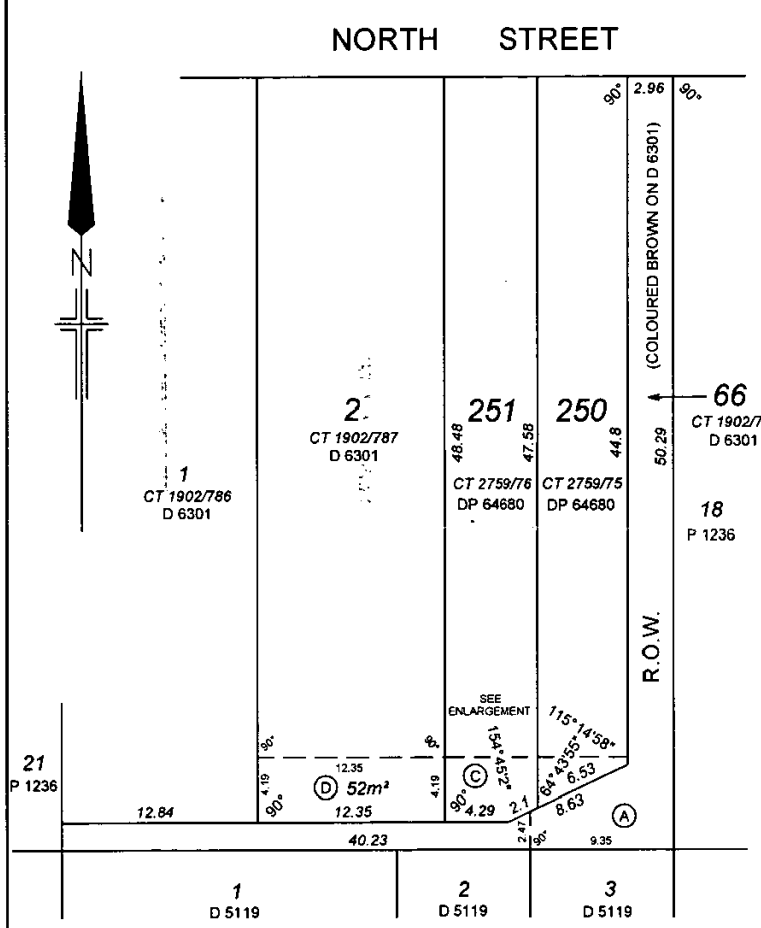
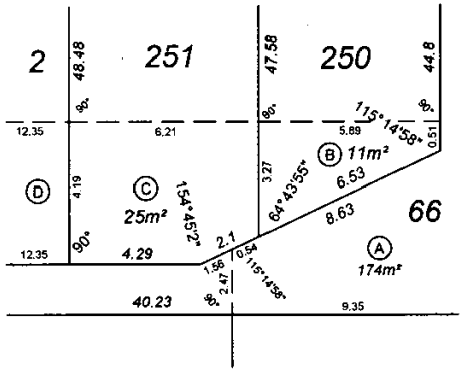
www.landgate.wa.gov.au

VERSION	AMENDMENT	AUTHORISED BY	DATE

FOR INTEREST PURPOSES ONLY



PRELIMINARY



ENLARGEMENT
Not to Scale

INITIAL INTERESTS

SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN	LAND BURDENED	BENEFIT TO	COMMENT
(A)	EASEMENT		DOC	LOT 66 ON D 6301	LOT 3 ON D 5119	
(B)	EASEMENT		DOC	LOT 250 ON DP 64680	LOTS 1 & 2 ON D 6301 AND LOT 251 ON DP 64680	
(C)	EASEMENT		DOC	LOT 251 ON DP 64680	LOTS 1 & 2 ON D 6301	
(D)	EASEMENT		DOC	LOT 2 ON D 6301	LOT 1 ON D 6301	

TYPE FREEHOLD

PURPOSE INTEREST

PLAN OF
EASEMENT AND/OR OTHER INTERESTS OVER LOTS 2 & 66 ON D 6301 AND LOTS 250 & 251 ON DP 64680

This plan is subject to examination and final approval by DLI

SSA YES/NO

DISTRICT SWAN FILE

TOWNSITE

LOCAL AUTHORITY CITY OF SWAN

LOCALITY MIDLAND

FORMER TENURE	ON	FIELD BOOK
	INDEX BG34 (2) 22.32	

SCALE: 1:300 AT A3 SIZE
ALL DISTANCES ARE IN METRES
6 3 0 3 6 9 12

SURVEYOR'S CERTIFICATE - Reg 54
I RICHARD GEORGE DELANY
hereby certify that this plan is accurate and is a correct representation of the -
(a) *survey; and/or
(b) *calculations from measurements;
[* 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.

LICENSED SURVEYOR DATE

Freshwater Bay Investments Pty Ltd trading as
Midland Survey Services
ACN 105 274 226
ABN 92 105 274 226
3 VICTORIA STREET
MIDLAND WA 6056
Tel : (08) 9374 7777
Fax : (08) 9274 2545
Email : survey@midlandsurveys.com.au
DRG No. C0375 10825-D001 Rev B

LODGED	TYPE OF VALIDATION
DATE	FULL AUDIT
	LEGAL COMPONENT
FEE PAID	DOCKET
	CERTIFIED CORRECT
ASSESS No.	I.S.C.
	F.S.C.

IN ORDER FOR DEALINGS

SUBJECT TO

FOR INSPECTOR OF PLANS & SURVEYS AUTHORIZED LAND OFFICER DATE

APPROVED

INSPECTOR OF PLANS & SURVEYS AUTHORIZED LAND OFFICER DATE

APPROVED BY WESTERN AUSTRALIAN PLANNING COMMISSION

Delegated Under S.16 P & D Act 2005 Date

Landgate
Western Australian Land Information Authority

DEPOSITED PLAN
67470

SHEET 1 OF 1
VERSION 1

c. the right to enter upon and walk, drive and pass through and over the Servient Tenement at all reasonable times, whether in person or by such contractors as may from time to time be authorised by the Grantor, for the purpose of accessing the property of the Grantee.

2. In exercising the powers conferred on the Grantee as set out in the preceding clause, the Grantee must:
   a. cause as little inconvenience and damage as is practicable to the Servient Tenement;
   b. remedy and make good any damage to the Servient Tenement which may result from the exercise of the said powers.

3. Each party agrees to notify the other party as soon as is practicable of any faults or maintenance requirements in respect of the affected land.

4. The Grantor covenants with the Grantee so as to bind the land of the Grantor not at any time to do or suffer anything to be done upon the Servient Tenement whereby the affected land and the proper and effective use thereof by the Grantee may be obstructed or interfered with.

5. The parties agree that no party shall transfer or sell or agree to sell their property without first requiring that the transferee enter into and execute a deed covenanting with the remaining party to be bound by and to observe and perform all the covenants and conditions of this deed.

6. In the event of any dispute between the parties arising out of or incidental to this deed, or in the event that the parties cannot agree on any matter upon which agreement is required pursuant to this deed, the issue thereby arising shall be referred to and determined by an arbitrator nominated by:

   a. the President for the time being of the Law Society of Western Australia; or
   b. a person nominated by the President for the time being of the Law Society of Western Australia,

   at the direction of the parties or either of them.

7. LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS

   1. EASEMENT BEENFIT SEE DIAGRAM 6301 AND SECTION 167A OF THE TLA.
   2. MORTGAGE TO AUSTRALIA & NEW ZEALAND BANKING GROUP LTD SEE INSTRUMENT J091903.

MORTGAGEE'S CONSENT

AUSTRALIA & NEW ZEALAND BANKING GROUP LTD. (ACN 005357522) of 77 St Georges Terrace, Perth, 6000, in the State of Western Australia, being the Mortgagee under Mortgage J091903 HEREBY CONSENTS to this easement.

DATED this day of 2011.

LISA JUPP
ACTING MANAGER

Signed by AUSTRALIA & NEW ZEALAND BANKING GROUP LTD

SEALED With the seal of
the Attorney of AUSTRALIAN AND NEW ZEALAND BANKING GROUP LIMITED A.C.N. 005 357 522 and signed by him/her on behalf of the said Bank under Power of Attorney No. I486779 in the presence of:

Australia and New Zealand Banking Group Limited by its Attorney

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Lynda Lloyd
Lloyd
An Officer of the said Bank

of the s

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Landgate
www.landgate.wa.gov.au

FORM B2

FORM APPROVED
NO. B4682

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

$38

ABN 99 593 347 728
WESTERN AUSTRALIA DUTY
TSF 24/01/12 08:52 003082099-001 VG N
DUTIABLE VALUE $ **********2,000
DUTY $ **************38.00

BLANK INSTRUMENT FORM

DEED OF EASEMENT

(Note 1)

THIS DEED OF EASEMENT is made the 4th day of NOVEMBER 2011

BETWEEN

JOHN RICHARD AITKEN and NYAREE BLAKENEY both of 157 Great Eastern Highway, South Guildford in the said State as joint tenants (the Grantor, which expression shall extend to and include the successors in title and assigns of the Grantor where the context so admits or requires)

AND

PATRICK JAMES SEYMOUR IRWIN and CAROLINE FRANCESCA JANE IRWIN both of 50 Harper Street, Woodridge in the said State as joint tenants (the Grantee, which expression shall extend to and include the successors in title and assigns of the Grantee where the context so admits or requires)

WHEREAS:

A. The Grantor is the registered proprietor for the time being of an estate in fee simple subject to the encumbrances set out at clause 7 of this easement, in all that piece of land being Lot 2 on Diagram 6301 and being the whole of the land comprised in Certificate of Title Volume 1902 Folio 787, more commonly known as 45 North Street, Midland in the said State (the land to be burdened, the ***Servient Tenement***).

B. The Grantee is the registered proprietor for the time being of an estate in fee simple in all that piece of land being Lot 1 on Diagram 6301 and being part of the land comprised in Certificate of Title Volume 1902 Folio 786, more commonly known as 47 - 49 North Street, Midland in the said State (the land to be benefited, the ***Dominant Tenement***).

C. The Grantor has agreed to grant the Grantee an easement over that part of the Servient Tenement as shown and marked "D" on Deposited Plan 67470 ("the affected land") to enable the Grantee to access and pass over the affected land on the terms of this deed.

NOW THIS DEED WITNESSES:

1. In consideration of the covenants of the Grantee set out in this deed, the Grantor grants to the Grantee and their agents, employees, contractors and invitees, in perpetuity so as to bind the land of the Grantor:
   a. the right to access and pass over the affected land by foot, motor vehicle and what ever means the Grantee may access the land of the Grantor;
   b. the right to enter and pass through any gates on the affected land by foot or motor vehicle or by what ever means

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LANDGATE COPY OF ORIGINAL NOT TO SCALE 03/11/2025 02:44 PM Request number: 68980958
Landgate
www.landgate.wa.gov.au

Australia and New Zealand Banking Group Limited
A.C.N. 005 357 522

ANZ

MORTGAGE OPERATIONS WA
9th Floor, Exchange Plaza
Sherwood Court
PERTH 6000

Telephone: 9268 2089
Facsimile: 1800 249 586

10/2/2012

The Registrar of Titles
Department of Land Administration
Land Titles Division
P O Box 2222
MIDLAND 6936

Dear Sir,

CERTIFICATE OF TITLE: VOLUME 1902 FOLIO 787
CUSTOMER – John Richard Aitken and Nyaree Blakeney
OUR REF: 405491

The above Certificate of Title is a non issue.

ANZ Banking Group Ltd, as mortgagee of mortgage J091903 hereby consents to the registration of the following documents:

- Deed of Easement

Lodged by: Earnshaw Lawyers
In favour of: John Richard Aitken and Nyaree Blakeney

ANZ Banking Group Ltd requests that, in accordance with the request by the Registered Proprietor/s to the Register of Titles in the above mortgage, NO duplicate of title be issued at the conclusion of this transaction.

Thank you for your assistance in this matter. For all enquiries, contact Lisa Jupp

Yours faithfully,

Lisa Jupp
ANZ MORTGAGE PROCESSING WA

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INSTRUCTIONS

1. This form may be used only when a "Box Type" form is not provided or is unsuitable. It may be completed in narrative style.
2. If insufficient space hereon Additional Sheet Form B1 should be used.
3. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
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.

NOTES

1. Insert document type.
2. 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.

L861301 E
20 Feb 2012 09:53:50 Midland
REG $ 160.00

Lodged By	~~EARNSHAW LAWYERS~~
Address	15 THE CRESCENT MIDLAND, WA, 6056 SURE SETTLEMENTS PO Box 2235 MIDLAND 6936 Ph: 9274 0044 Fax: 9274 0544
Phone No.	9274 0622
Fax No	9274 0544
E-Mail	~~david@earnshawlawyers.com.au~~
Reference No.	
Issuing Box No.	505R (Sure Settlements)

Prepared By	EARNSHAW LAWYERS
Address	15 THE CRESCENT MIDLAND, WA, 6056
Phone No.	9274 0622
Fax No.	9274 0544
E-Mail	david@earnshawlawyers.com.au
Reference No.	
Issuing Box No.	505R (Sure Settlements)

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

7/1

TITLES, LEASES, DECLARATIONS ETC. LODGED HEREWITH

1. letter of consent
2.
3.
4.
5.
6.

Received Items
Nos.
1
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.

REGISTRAR OF TITLES WESTERN AUSTRALIA

EXAMINED

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EXECUTED BY THE PARTIES AS A DEED the day and year first hereinbefore written.

Signed by: Sophie Janine DAVIDSON
in the presence of:

Signature of witness

NYAREE BLAKENEY
Name of Witness

157 GT EASTERN HWY,
Address of witness

SOUTH GUILDFORD WA 6055

HUMAN RESOURCES MGR
Occupation of Witness

Sophie Janine DAVIDSON

Signed by: Patrick James Seymour IRWIN
in the presence of:

Signature of witness

NYAREE BLAKENEY
Name of Witness

157 GT EASTERN HWY
Address of witness

SOUTH GUILDFORD WA 6055

HUMAN RESOURCES MGR
Occupation of Witness

Patrick James Seymour IRWIN

Signed by: Caroline Francesca Jane IRWIN
in the presence of:

Signature of witness

NYAREE BLAKENEY
Name of Witness

157 GT EASTERN HWY
Address of witness

SOUTH GUILDFORD WA 6055

HUMAN RESOURCES MGR
Occupation of Witness

Caroline Francesca Jane IRWIN

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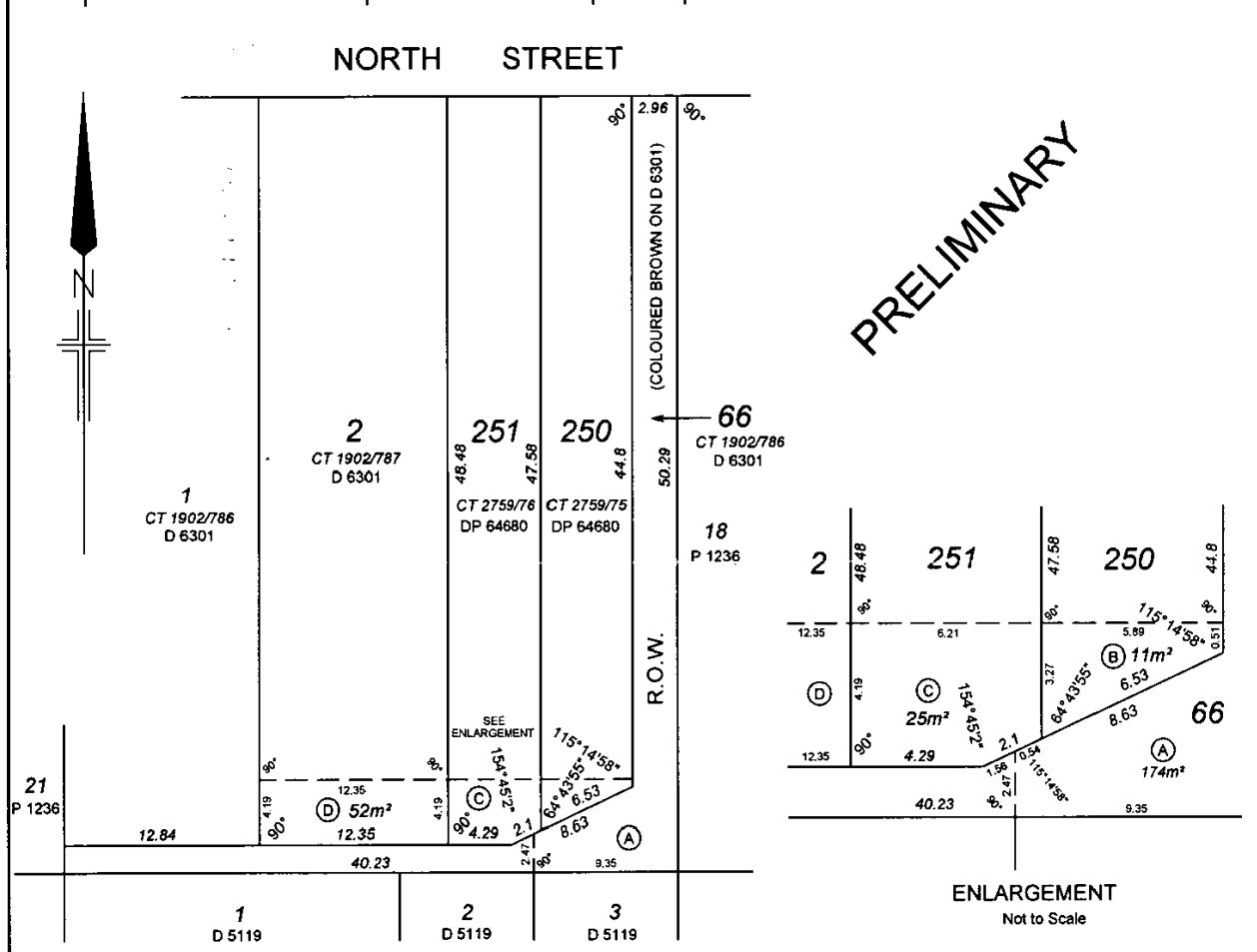
VERSION	AMENDMENT	AUTHORISED BY	DATE

FOR INTEREST PURPOSES ONLY



INITIAL INTERESTS

SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN	LAND BURDENED	BENEFIT TO	COMMENT
A	EASEMENT		DOC	LOT 66 ON D 6301	LOT 3 ON D 5119	
B	EASEMENT		DOC	LOT 250 ON DP 64680	LOTS 1 & 2 ON D 6301 AND LOT 251 ON DP 64680	
C	EASEMENT		DOC	LOT 251 ON DP 64680	LOTS 1 & 2 ON D 6301	
D	EASEMENT		DOC	LOT 2 ON D 6301	LOT 1 ON D 6301	

TYPE FREEHOLD

PURPOSE INTEREST

PLAN OF EASEMENT AND/OR OTHER INTERESTS OVER LOTS 2 & 66 ON D 6301 AND LOTS 250 & 251 ON DP 64680

SSA ~~YES~~/NO

DISTRICT SWAN FILE

TOWNSITE

LOCAL AUTHORITY CITY OF SWAN

LOCALITY MIDLAND

FORMER TENURE | ON | FIELD BOOK

INDEX BG34 (2) 22.32

SCALE: 1:300 AT A3 SIZE

ALL DISTANCES ARE IN METRES

6 3 0 3 6 9 12

SURVEYOR'S CERTIFICATE - Reg 54

I RICHARD GEORGE DELANY hereby certify that this plan is accurate and is a correct representation of the -
~~(a) *survey, and/or~~
(b) *calculations from measurements;
[* 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.

LICENSED SURVEYOR DATE

LODGED

DATE

FEE PAID

ASSESS No.

TYPE OF VALIDATION

FULL AUDIT

LEGAL COMPONENT

DOCKET

CERTIFIED CORRECT

I.S.C.

F.S.C.

IN ORDER FOR DEALINGS

SUBJECT TO

FOR INSPECTOR OF PLANS & SURVEYS DATE
AUTHORIZED LAND OFFICER

APPROVED

INSPECTOR OF PLANS & SURVEYS DATE
AUTHORIZED LAND OFFICER

Freshwater Bay Investments Pty Ltd trading as
Midland Survey Services
ACN 105 274 226
ABN 92 105 274 226
3 VICTORIA STREET
MIDLAND WA 6056
Tel : (08) 9374 7777
Fax : (08) 9274 2545
Email : survey@midlandsurveys.com.au
DRG No. C0375 10825-D001 Rev B

APPROVED BY
WESTERN AUSTRALIAN PLANNING COMMISSION

Delegated Under S.16 P & D Act 2005 Date

Landgate
Western Australian Land Information Authority

DEPOSITED PLAN

67470

SHEET 1 OF 1

VERSION 1

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c. the right to enter upon and walk, drive and pass through and over the Servient Tenement at all reasonable times, whether in person or by such contractors as may from time to time be authorised by the Grantor, for the purpose of accessing the property of the Grantee.

2. In exercising the powers conferred on the Grantee as set out in the preceding clause, the Grantee must:
   a. cause as little inconvenience and damage as is practicable to the Servient Tenement;
   b. remedy and make good any damage to the Servient Tenement which may result from the exercise of the said powers.

3. Each party agrees to notify the other party as soon as is practicable of any faults or maintenance requirements in respect of the affected land.

4. The Grantor covenants with the Grantee so as to bind the land of the Grantor not at any time to do or suffer anything to be done upon the Servient Tenement whereby the affected land and the proper and effective use thereof by the Grantee may be obstructed or interfered with.

5. The parties agree that no party shall transfer or sell or agree to sell their property without first requiring that the transferee enter into and execute a deed covenanting with the remaining party to be bound by and to observe and perform all the covenants and conditions of this deed.

6. In the event of any dispute between the parties arising out of or incidental to this deed, or in the event that the parties cannot agree on any matter upon which agreement is required pursuant to this deed, the issue thereby arising shall be referred to and determined by an arbitrator nominated by:

   a. the President for the time being of the Law Society of Western Australia; or
   b. a person nominated by the President for the time being of the Law Society of Western Australia,

   at the direction of the parties or either of them.

7. LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS

   1. EASEMENT BENEFIT SEE DIAGRAM 6301 AND SECTION 167A OF THE TLA.
   2. EASEMENT BENEFIT FOR PARTY WALL PURPOSES SEE DEPOSITED PLAN 64680.
   3. EASEMENT BURDEN FOR PARTY WALL PURPOSES SEE DEPOSITED PLAN 64680.
   4. NOTIFICATION L516332.
   5. MORTGAGE TO AUSTRALIA & NEW ZEALAND BANKING GROUP LTD SEE INSTRUMENT L642765.

MORTGAGEE'S CONSENT

AUSTRALIA & NEW ZEALAND BANKING GROUP LTD. (ACN 005357522) of 37 St Georges Terrace, Perth 6000, in the State of Western Australia, being the Mortgagee under Mortgage L642765 HEREBY CONSENTS to the easement.

DATED this day of 2011.

Signed by AUSTRALIA & NEW ZEALAND BANKING GROUP LTD

SEALED With the seal of LISA JUPP ACTING MANAGER Australia and New Zealand Banking Group Limited by its Attorney under Power of Attorney No. I486779 in the presence of:

Lynda Lloyd

An Officer of the said Bank

The remainder of this page has been intentionally left blank.

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$38

FORM B2

FORM APPROVED
NO. B4682

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

ABN 99 593 347 728
WESTERN AUSTRALIA DUTY
TSF 24/01/12 08:51 003082091-001 VG N
DUTIABLE VALUE $ **********2,000
DUTY $ **********38.00

BLANK INSTRUMENT FORM

DEED OF EASEMENT

(Note 1)

THIS DEED OF EASEMENT is made the 15th day of October 2011

BETWEEN

SOPHIE JANINE DAVIDSON of 41 North Street, Midland in the said State (the Grantor, which expression shall extend to and include the successors in title and assigns of the Grantor where the context so admits or requires)

AND

PATRICK JAMES SEYMOUR IRWIN and CAROLINE FRANCESCA JANE IRWIN both of 50 Harper Street, Woodridge in the said State as joint tenants (the Grantee, which expression shall extend to and include the successors in title and assigns of the Grantee where the context so admits or requires)

WHEREAS:

A. The Grantor is the registered proprietor for the time being of an estate in fee simple subject to the encumbrances set out at clause 7 of this easement, in all that piece of land being Lot 251 on Deposited Plan 64680 and being the whole of the land comprised in Certificate of Title Volume 2759 Folio 76, more commonly known as 41 North Street, Midland in the said State (the land to be burdened, the ***Servient Tenement***).

B. The Grantee is the registered proprietor for the time being of an estate in fee simple in all that piece of land being Lot 1 on Diagram 6301 and being part of the land comprised in Certificate of Title Volume 1902 Folio 786, more commonly known as 47-49 North Street, Midland in the said State (the land to be benefited, the ***Dominant Tenement***).

C. The Grantor has agreed to grant the Grantee an easement over that part of the Servient Tenement as shown and marked "C" on Deposited Plan 67470 ("the affected land") to enable the Grantee to access and pass over the affected land on the terms of this deed.

NOW THIS DEED WITNESSES:

1. In consideration of the covenants of the Grantee set out in this deed, the Grantor grants to the Grantee and their agents, employees, contractors and invitees, in perpetuity so as to bind the land of the Grantor;
   a. the right to access and pass over the affected land by foot, motor vehicle and what ever means the Grantee desires so that the Grantee may access the land of the Grantor;
   b. the right to enter and pass through any gates on the affected land by foot or motor vehicle or by what ever means; and

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Australia and New Zealand Banking Group Limited
A.C.N. 005 357 522

MORTGAGE OPERATIONS WA
9th Floor, Exchange Plaza
Sherwood Court
PERTH 6000

Telephone: 9268 2089
Facsimile: 1800 249 586

10/2/2012

The Registrar of Titles
Department of Land Administration
Land Titles Division
P O Box 2222
MIDLAND 6936

Dear Sir,

CERTIFICATE OF TITLE: VOLUME 2759 FOLIO 76
CUSTOMER – Sophie Janine Davidson
OUR REF: 405491

The above Certificate of Title is a non issue.

ANZ Banking Group Ltd, as mortgagee of mortgage L642765 hereby consents to the registration of the following documents:

- Deed of Easement

Lodged by: Earnshaw Lawyers
In favour of: Sophie Janine Davidson

ANZ Banking Group Ltd requests that, in accordance with the request by the Registered Proprietor/s to the Register of Titles in the above mortgage, NO duplicate of title be issued at the conclusion of this transaction.

Thank you for your assistance in this matter. For all enquiries, contact Lisa Jupp

Yours faithfully,

Lisa Jupp
ANZ MORTGAGE PROCESSING WA

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INSTRUCTIONS

1. If insufficient space in any section, Additional Sheet Form B1, should be used with appropriate headings. The boxed sections should only contain the words "see page....."
2. 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.

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 number to be stated.
2. **REGISTERED PROPRIETOR**
   State full name and address of the Registered Proprietors as shown on the Certificate of Title and the address / addresses to which future Notices can be sent.
3. **LOCAL GOVERNMENT / PUBLIC AUTHORITY**
   State the name of the Local Government or the Public Authority preparing and lodging this notification.
4. **FACTOR AFFECTING THE USE AND ENJOYMENT OF LAND**
   Describe the factor affecting the use or enjoyment of land.
5. **ATTESTATION OF LOCAL GOVERNMENT / PUBLIC AUTHORITY**
   To be attested in the manner prescribed by the Local Government Act or as prescribed by the Act constituting the Public Authority.
6. **REGISTERED PROPRIETOR'S EXECUTION**
   A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The full name, address and occupation of the witness must be stated.

Landgate

GOVERNMENT OF WESTERN AUSTRALIA

EXAMINED

N344279 NR
02 Jun 2016 14:12:43 ACCMM7

NOTIFICATION

LODGED BY PATRICK IRWIN

ADDRESS 50 HARPER ST. WOODBRIDGE WA. 6056

PHONE No. 0414 370 145

FAX No. —

REFERENCE No.

ISSUING BOX No. 888V

PREPARED BY WKC Spatial

ADDRESS 11/53 The Crescent MIDLAND WA 6056

PHONE No. 9374 7777 FAX No. 9374 7799

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

2/3

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

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

Received Items
Nos.
Receiving Clerk

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.

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www.landgate.wa.gov.au

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

NOTIFICATION UNDER SECTION 70A

DESCRIPTION OF LAND (Note 1)	EXTENT	VOLUME	FOLIO
Lot 201 on Deposited Plan 406583 Lot 202 on Deposited Plan 406583	Whole Whole		

REGISTERED PROPRIETOR (Note 2)

Patrick James Seymour Irwin
Caroline Francesca Jane Irwin
Both of 50 Harper Street, Woodbridge

LOCAL GOVERNMENT / PUBLIC AUTHORITY (Note 3)

City of Swan

FACTOR AFFECTING USE OR ENJOYMENT OF LAND (Note 4)

Prospective purchasers of the lots created by this subdivision are made aware that all new development on the lots is to be set back at least 3.17 meters to accommodate future widening of the rights-of-way.

Dated this 2nd day of JUNE Year 2016

LOCAL GOVERNMENT/PUBLIC AUTHORITY ATTESTATION (Note 5)

The common seal of the CITY OF SWAN was hereto affixed in the presence of:

CHIEF EXECUTIVE OFFICER

~~EXECUTIVE MANAGER CORPORATE SERVICES~~ MAYOR

Michael Wainwright

REGISTERED PROPRIETOR/S SIGN HERE (Note 6)

Signed

in the presence of Lynda P Harris
LYNDA P HARRIS
25 MARRIOTT RD BOYA 6056
FINANCE & ADMIN OFFICER.

Signed

in the presence of L P Harris
LYNDA P HARRIS
25 MARRIOTT RD BOYA 6056
FINANCE & ADMIN OFFICER.

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GOVERNMENT OF WESTERN AUSTRALIA

Landgate

Requisition Notice

Section 192 of the Transfer of Land Act

Your Ref: Notification
Our Ref: N344278
Enquiries: Customer Service
Telephone: 9273 7373
Facsimile: 9273 7633

14 June 2016

Irvin, Patrick
50 Harper St
Woodbridge 6056

Facsimile:
Email:
Delivered by: Mail

Dear Sir/Madam

Requisition Notice

Registration of the document(s) referenced cannot be affected until all requisitions listed below are complied with and the fee payable is received. A time limit of **21 days** applies from the date stated above after which all documents may be rejected.

Personal attendance to make corrections to a requisitioned document should be made at Landgate, Midland Square. Please arrange an appointment using the contact details shown above.

Doc. No	Description	Req. Fee
N344279, N344280	The Volume and Folio number has not been shown in this document. (See paragraph 1.9.2 of the Land Titles Registration Practice Manual).	0.00
N344278	The address of the registered proprietor as shown on the certificate of title must be shown in the document.	0.00

Requisition Sub Total $ 0.00
Additional Fee $ 0
TOTAL FEE Payable $ 0.00

If all requisitions satisfied and the Reduced Total Fee paid * by close of business next business day after service:

Deduct $ **0**
Reduced Total Fee $ **0.00**

Sincerely,

JEAN VILLANI
REGISTRAR OF TITLES

Requisitions may be attended to by:

1. Directly using the contact details provided above.
2. The lodging of evidence (by hand) at Landgate's Perth Business Office, QBE Building, 200 St. Georges Terrace, Perth.
3. Post to Landgate, Complex Dealings Section, P O Box 2222, Midland WA 6936.
4. **For further information regarding this requisition notice please liaise with the *Contact Person* as shown above.**

Correspondence by representatives of parties to documents **must state** the capacity in which they act and confirm that they are duly authorised to do so. Amendment by letter is at the discretion of the Registrar of Titles.
Unless these requisitions are complied with, the documents will be rejected. Upon notification of such rejection 75% of the registration fees paid are forfeitable. Documents may be withdrawn from registration, for which a withdrawal fee of $82.00 per document is payable. Registration fees returnable in full or in part will be set-off against requisition and withdrawal fees. See payment options on page 2.
*Proof of payment to be provided at time requisition satisfied by copy of receipted assessment or provision of credit card payment authority.

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PAYMENT OPTIONS (Fax Requisition)

IN PERSON: **Customer Service Hall, Midland Square, Midland.**
or
Perth Branch Office, QBE Building,
200 St Georges Terrace, Perth.

BY POST: **PO Box 2222, Midland WA 6936 or DX 88**
(Cheques or money orders to be made payable to Landgate.)

BY FAX: **9273 7633**

DEALING NO: N344278 **CONTACT PERSON: Customer Service**

YOUR REFERENCE: Notification

COMPLETE THIS SECTION IF PAYING BY EBIS ACCOUNT (BY FAX ONLY)

Western Australian Land Information Authority Office Use Only

Order No: _____

EBIS Account Number

EBIS Company Name: .....

Amount: **Fax Requisition Fee $**_____ **Additional Fees $**_____ **Total $**_____

I hereby authorise the Western Australian Land Information Authority to debit the above EBIS account: .....
(Signature of person authorising payment)

Name of person authorising payment: .....
(Please Print Name)

Contact Phone No: .....

OR COMPLETE THIS SECTION IF PAYING BY CREDIT CARD

Credit Card Number

Card Holder Name: .....
(Please Print)

Contact Phone No .....

Postal Address: .....

Credit Card Type (Please tick):

Visa ☐ **MasterCard** ☐

Expiry Date: **...../..... (MM/YY)**

Amount: **Fax Requisition Fee $**_____ **Additional Fees $**_____ **Total $**_____

Signature: .....

GOVERNMENT OF WESTERN AUSTRALIA

Landgate

Requisition Notice

Section 192 of the Transfer of Land Act

Your Ref: Notification
Our Ref: N344278
Enquiries: Customer Service
Telephone: 9273 7373
Facsimile: 9273 7633

29 June 2016

Irvin, Patrick
50 Harper St
Woodbridge 6056

Facsimile:
Email:
Delivered by: Mail

Dear Sir/Madam

Requisition Notice – Final Notice

It has been identified that you have a requisition notice due to expire in the next **7 days**.

Registration of the document(s) referenced in the original requisition notice cannot be affected until all requisitions referenced are complied with any fees payable.

If it is not possible to satisfy the requisitions within 7 days from the date of this notice please withdraw the dealing from registration, otherwise it may be rejected pursuant to section 192 of the Transfer of land Act 1893 without any further notice to you.

Please ignore this final notice if you have compiled with the requisitions and any fee payable within the last few days.

Sincerely,

JEAN VILLANI
REGISTRAR OF TITLES

Western Australian Land Information Authority ABN 86 574 793 858
1 Midland Square, Midland, Western Australia 6056
Postal Address: PO Box 2222, Midland, Western Australia 6936
Telephone +61 (0)8 9273 7373 TTY +61 (0)8 9273 7571 **landgate.wa.gov.au**

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www.landgate.wa.gov.au

GOVERNMENT OF WESTERN AUSTRALIA

Landgate

Requisition Notice

Section 192 of the Transfer of Land Act

Your Ref: Notification
Our Ref: N344278
Enquiries: Customer Service
Telephone: 9273 7373
Facsimile: 9273 7633

14 June 2016

Irvin, Patrick
50 Harper St
Woodbridge 6056

Facsimile:
Email:
Delivered by: Mail

Dear Sir/Madam

Requisition Notice

Registration of the document(s) referenced cannot be affected until all requisitions listed below are complied with and the fee payable is received. A time limit of **21 days** applies from the date stated above after which all documents may be rejected.

Personal attendance to make corrections to a requisitioned document should be made at Landgate, Midland Square. Please arrange an appointment using the contact details shown above.

Doc. No	Description	Req. Fee
N344279, N344280	The Volume and Folio number has not been shown in this document. (See paragraph 1.9.2 of the Land Titles Registration Practice Manual).	0.00
N344278	The address of the registered proprietor as shown on the certificate of title must be shown in the document.	0.00

Requisition Sub Total $ 0.00
Additional Fee $ 0
TOTAL FEE Payable $ 0.00

If all requisitions satisfied and the Reduced Total Fee paid * by close of business next business day after service:

Deduct $ **0**
Reduced Total Fee $ **0.00**

Sincerely,

JEAN VILLANI
REGISTRAR OF TITLES

Requisitions may be attended to by:

1. Directly using the contact details provided above.
2. The lodging of evidence (by hand) at Landgate's Perth Business Office, QBE Building, 200 St. Georges Terrace, Perth.
3. Post to Landgate, Complex Dealings Section, P O Box 2222, Midland WA 6936.
4. **For further information regarding this requisition notice please liaise with the *Contact Person* as shown above.**

Correspondence by representatives of parties to documents **must state** the capacity in which they act and confirm that they are duly authorised to do so. Amendment by letter is at the discretion of the Registrar of Titles.
Unless these requisitions are complied with, the documents will be rejected. Upon notification of such rejection 75% of the registration fees paid are forfeitable. Documents may be withdrawn from registration, for which a withdrawal fee of $82.00 per document is payable. Registration fees returnable in full or in part will be set-off against requisition and withdrawal fees. See payment options on page 2.
*Proof of payment to be provided at time requisition satisfied by copy of receipted assessment or provision of credit card payment authority.

LANDGATE COPY OF ORIGINAL NOT TO SCALE 03/11/2025 02:44 PM Request number: 68980958

PAYMENT OPTIONS (Fax Requisition)

IN PERSON: **Customer Service Hall, Midland Square, Midland.**
or
Perth Branch Office, QBE Building,
200 St Georges Terrace, Perth.

BY POST: **PO Box 2222, Midland WA 6936 or DX 88**
(Cheques or money orders to be made payable to Landgate.)

BY FAX: **9273 7633**

DEALING NO: N344278 **CONTACT PERSON: Customer Service**

YOUR REFERENCE: Notification

COMPLETE THIS SECTION IF PAYING BY EBIS ACCOUNT (BY FAX ONLY)

Western Australian Land Information Authority Office Use Only

Order No: _____

EBIS Account Number

EBIS Company Name: .....

Amount: **Fax Requisition Fee $**_____ **Additional Fees $**_____ **Total $**_____

I hereby authorise the Western Australian Land Information Authority to debit the above EBIS account: .....
(Signature of person authorising payment)

Name of person authorising payment: .....
(Please Print Name)

Contact Phone No: .....

OR COMPLETE THIS SECTION IF PAYING BY CREDIT CARD

Credit Card Number

Card Holder Name: .....
(Please Print)

Contact Phone No .....

Postal Address: .....

Credit Card Type (Please tick):

Visa ☐ **MasterCard** ☐

Expiry Date: **...../..... (MM/YY)**

Amount: **Fax Requisition Fee $**_____ **Additional Fees $**_____ **Total $**_____

Signature: .....