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 80 Buxton Street
Suburb Mount Hawthorn State WA Postcode 6016
Lot 118 ~~Deposited/Survey/Strata/Diagram~~/Plan 1659 Whole / ~~Part~~ Vol 1005 Folio 970
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.

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 Justin Desmond Power
Address 36 Sasse Avenue
Suburb Mount Hawthorn State WA Postcode 6016

Name Danielle Joy Power
Address 36 Sasse Avenue
Suburb Mount Hawthorn State WA Postcode 6016

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 Justin Desmond Power

Date _____

Signature _____

Name Danielle Joy Power

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

80 Buxton Street, Mount Hawthorn WA 6016

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

80 Buxton Street, Mount Hawthorn WA 6016

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
1005	**970**

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 118 ON PLAN 1659

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

JUSTIN DESMOND POWER
DANIELLE JOY POWER
BOTH OF PO BOX 366 MOUNT HAWTHORN
AS TENANTS IN COMMON IN EQUAL SHARES

(T N273197) REGISTERED 11/3/2016

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

1. N273198 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA REGISTERED 11/3/2016.

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:	1005-970 (118/P1659)
PREVIOUS TITLE:	366-150
PROPERTY STREET ADDRESS:	80 BUXTON ST, MOUNT HAWTHORN.
LOCAL GOVERNMENT AUTHORITY:	CITY OF VINCENT

LANDGATE COPY OF ORIGINAL NOT TO SCALE 05/06/2026 03:07 PM Request number: 69937644

Landgate
www.landgate.wa.gov.au

TRANSFER 13245 VOL. 366 , FOL. 150.
1928.

INDEXED.

REGISTER BOOK.

Vol. 1005 Fol. 970.

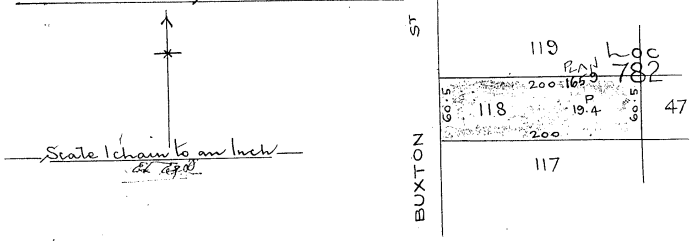
WESTERN AUSTRALIA.

CT 1005 0970 F

Certificate of Title

under "The Transfer of Land Act, 1893" (Sch. 5, 56 Vict., 14.)

Edwin Arthur Pyman of 66 William Street Perth Estate Agent is now the sole proprietor of an estate in fee simple in possession subject to the easements and encumbrances notified hereunder in ALL that piece of land delineated and coloured green on the map hereon, containing nineteen and four tenths perches or thereabouts, being portion of Swan Location 782 and being Lot 118 on plan 1659



Dated the first day of December One thousand nine hundred and twenty-eight.

Assistant Registrar of Titles.

Transfer 13245/1928 Transferred to Alice Hall-Rennie of 102 Vincent Street North Perth Married Woman. Registered 1st December 1928 at 10.45 o/c

Application 2210/1938 Athol William

Transfer 9629/1936 Transferred to ~~William~~ ~~Athol~~ Cooper of 17 Alexander Street Wembley Builder

Registered 12th December 1936 at 11.10 o/clock

16th September 1938

Transfer 9493/1945 Transferred to Bethel Goodwill Lucanus of 80 Buxton Street Mount Hawthorn married Woman

Registered 6th November 1945 at 11.50 o/clock.

ASSISTANT REGISTRAR OF TITLES

Transfer 3120/1956 to Athol William Cooper of 17 Alexander Street Wembley Builder. Registered 14th March 1956 at 9.45 o/c

ASSISTANT REGISTRAR OF TITLES

Transfer 14308/1956 to August John Lucanus Railway Employee and Bethel Goodwill Lucanus his wife both of 80 Buxton Street, Mount Hawthorn, as joint tenants. Registered 26th October 1956 at 10.38 o/c

ASSISTANT REGISTRAR OF TITLES

Application 5482/1960. On the 21st June 1960 August John Lucanus died and thereupon Bethel Goodwill Lucanus became the sole proprietor of the within described land by survivorship.

24th November 1960 ASSISTANT REGISTRAR OF TITLES

Transfer C 23980 to Barry James Gibson, of 654 Kwinana Street, Tompkins, Painter. Registered 11th November 1980 at 9:00 o/c.

The correct address of the registered proprietor is now 57 Riversdale Road, Rivervale. By H202676. Dated 23rd August 1999 at 9.12 hrs.

u10863/28*

For encumbrances and other matters affecting the land see back.

Superseded - Copy for Sketch Only

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Landgate
www.landgate.wa.gov.au

Superseded - Copy for Sketch Only

EASEMENTS AND ENCUMBRANCES REFERRED TO.

WITHDRAWN Caveat 680/1937 Lodged 22.5.1937 at 10.20 o'c Clerk Sault

WITHDRAWN Caveat 708/1937 Lodged 1-6-1937 at 10.45 o'c Clerk Sault

Caveat 735/1937 Lodged 9-6-1937 at 1-15 o'c Clerk Sault

Withdrawal 1053/1938 of caveat 680/1937 Lodged 16-9-1938 at 2.50 o'c, R C Clifton ASSISTANT REGISTRAR OF TITLES

Withdrawal 1054/1938 of caveat 708/1937 Lodged 16-9-1938 at 2.50 o'c, R C Clifton ASSISTANT REGISTRAR OF TITLES

Withdrawal 1055/1938 of caveat 735/1937 Lodged 16-9-1938 at 2.50 o'c, R C Clifton ASSISTANT REGISTRAR OF TITLES

Mortgage 5510/1938 Athol William Cooper to Sarah Elizabeth Hardy of 24H Bulwer Street Perth Spinster and Edgar Augusta Mounsey of 8 Merton Street Victoria Park Married Woman to secure £455. Registered 16th September 1938 at 2.50 o'c, R C Clifton ASSISTANT REGISTRAR OF TITLES

Discharge 5544/1945 of Mortgage 5510/1938 registered 6th November 1945 at 11.50 o'clock R C Clifton ASSISTANT REGISTRAR OF TITLES

Mortgage 3208/1945 Bethel Goodwill Lucanus to Leslie Clark Maitland of Main Road Kalamunda, Retired Pastoralist Registered 6th November 1945 at 11.50 o'clock R C Clifton ASSISTANT REGISTRAR OF TITLES

Caveat 1014/1947 Lodged 14th November 1947 at 2 o'c. W S Brunkhorst ASSISTANT REGISTRAR OF TITLES.

Caveat 9/1948 Lodged 7th January 1948 at 11 o'c. WITHDRAWN W S Brunkhorst ASSISTANT REGISTRAR OF TITLES

Withdrawal 841/1950 of caveat 9/1948 Lodged 17.7.1950 at 11.15 o'c J A Blott ASSISTANT REGISTRAR OF TITLES

Mortgage 8389/1950 Bethel Goodwill Lucanus to Leslie Clark Maitland of "Glenroy" Main Road Kalamunda Retired Pastoralist to secure £650. Registered 17th July 1950 at 11.15 o'c J A Blott ASSISTANT REGISTRAR OF TITLES

Withdrawal 900/1950 of caveat 1014/1947. Lodged 26.7.1950 at 12.30 o'c. A Blackwood ASSISTANT REGISTRAR OF TITLES

Caveat 812/1951 WITHDRAWN Lodged 12.7.1951 at 10.20 o'c W Blackwood ASSISTANT REGISTRAR OF TITLES

Withdrawal 352/1957 of caveat 812/1951. Lodged 18.3.1957 at 10.25 o'c J A Blott ASSISTANT REGISTRAR OF TITLES

Discharge 2380/1957 of Mortgages 3208/1945 and 8389/1950 Registered 18th March 1957 at 10.25 o'c. J A Blott ASSISTANT REGISTRAR OF TITLES

Mortgage 2842/1957 August John Lucanus and Bethel Goodwill Lucanus to Director of War Service DISCHARGED to secure £1700 Registered 18th March 1957 at 10.25 o'c J A Blott ASSISTANT REGISTRAR OF TITLES

Mortgage B198089 to Bank of New South Wales Savings Bank Limited. Registered 11th August 1976 at 9.31 o'c DISCHARGED

Discharge C23948 of Mortgage 2842/1957. Registered 11th November 1980 at 9:00 o'c

Discharge C23949 of Mortgage B198089 Registered 11th November 1980 at 9:00 o'c.

Mortgage C23981 to Home Building Society. Registered 11th November 1980 at 9:00 o'c DISCHARGED

Discharge G934096 of Mortgage C23981. Registered 23rd October, 1998 at 11.20 hrs.

Mortgage H202676 to Home Building Society Ltd. Registered 23rd August 1999 at 9.12 hrs.

CT 1005 0970 B

CERTIFICATE OF TITLE.

Registered Vol.....Fol.....

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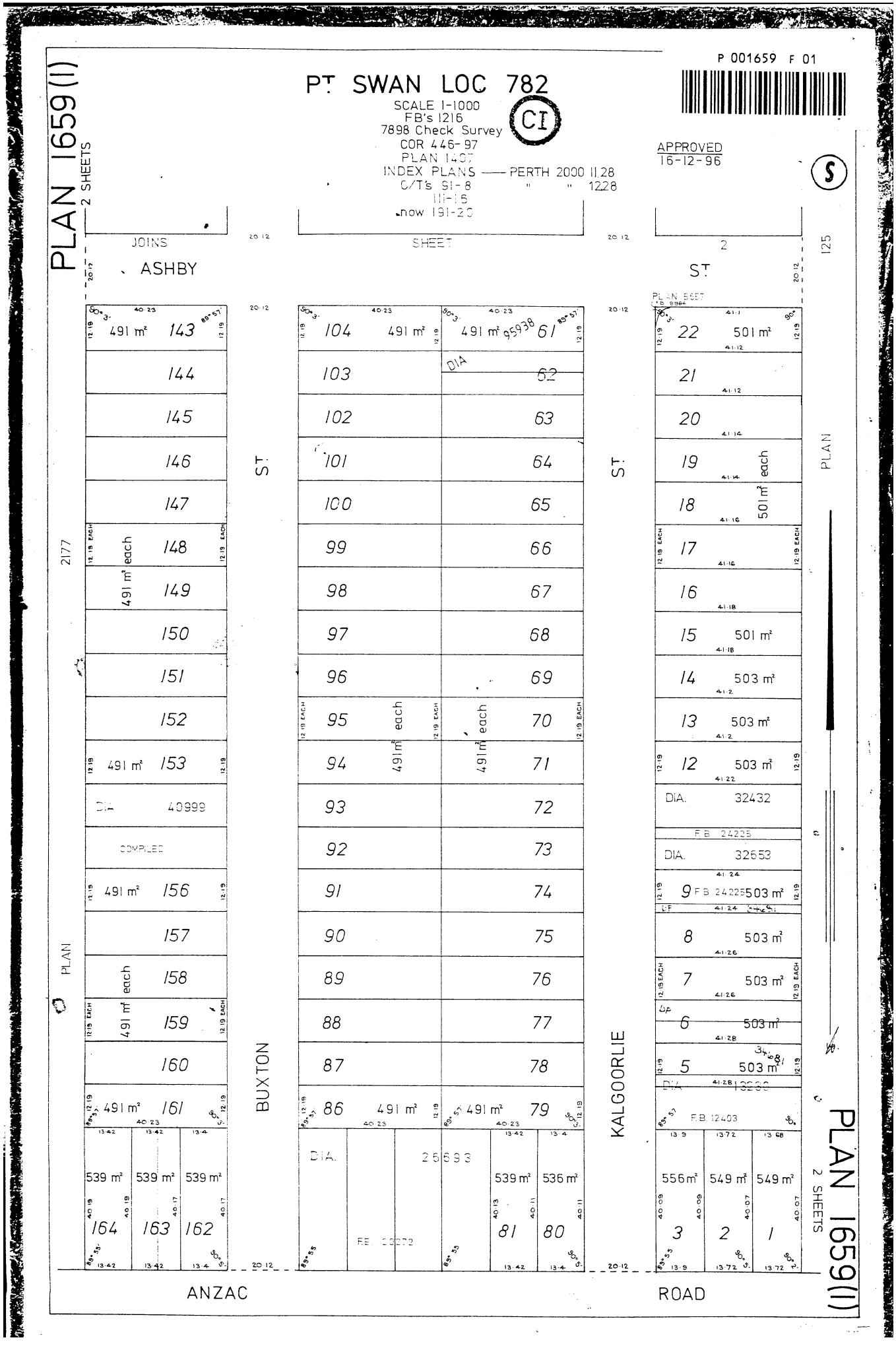

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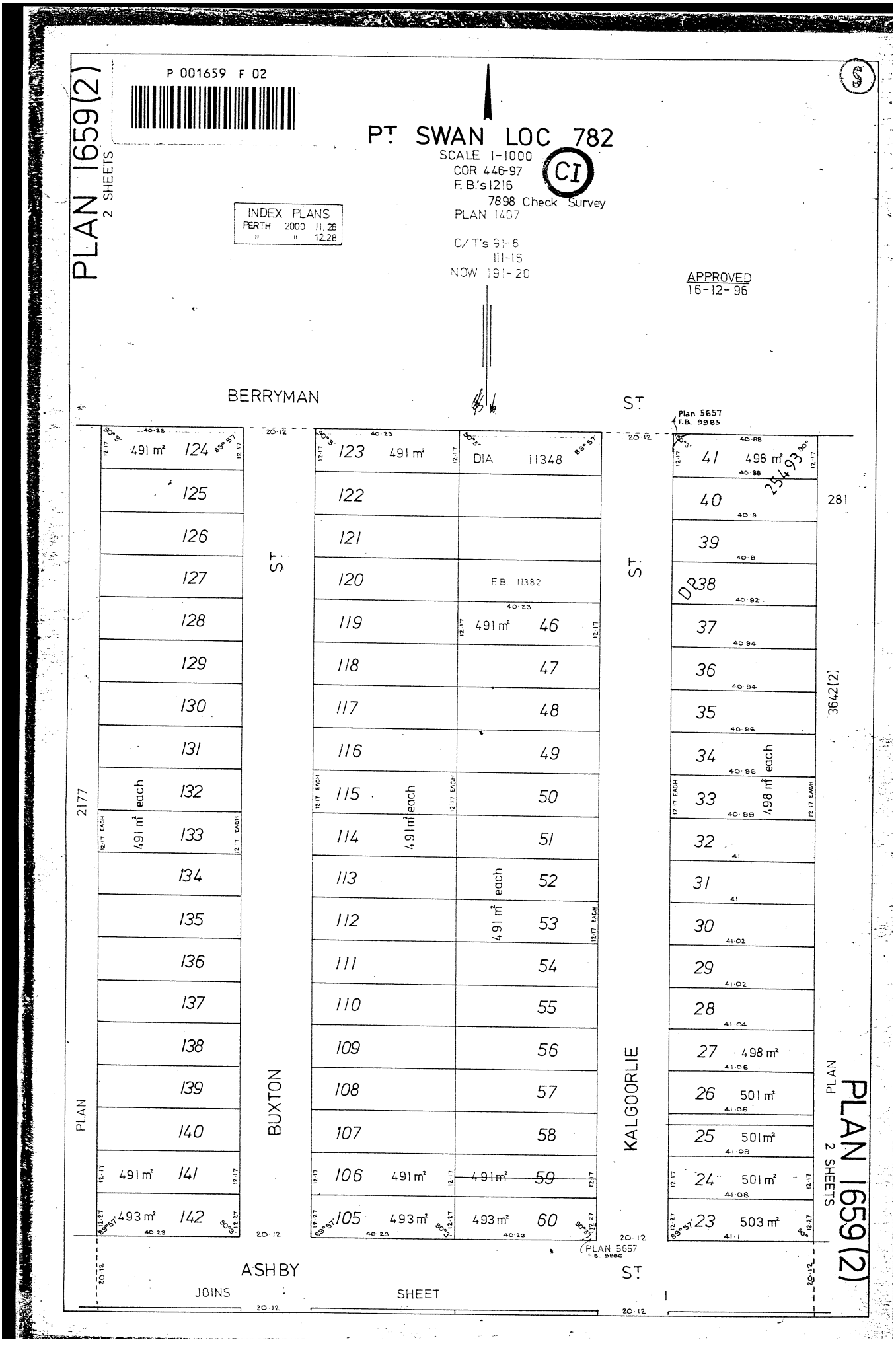

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Plan 1659

Lot	Certificate of Title	Lot Status	Part Lot
1	1005/602	Registered	
2	1218/820	Registered	
3	2102/849	Registered	
5	N/A	Retired	
6	N/A	Retired	Yes
7	1479/533	Registered	
8	842/182	Registered	
9	N/A	Retired	
12	1895/205	Registered	
13	1055/568	Registered	
14	1566/654	Registered	
15	1918/578	Registered	
16	203/91A	Registered	
17	1284/229	Registered	
18	1217/837	Registered	
19	1323/449	Registered	
20	1058/224	Registered	
21	1437/340	Registered	
22	1425/230	Registered	
23	12/358A	Registered	
24	N/A	Retired	Yes
25	N/A	Retired	Yes
26	1990/986	Registered	
27	1990/985	Registered	
28	1314/915	Registered	
29	1239/988	Registered	
30	1391/982	Registered	
31	1419/928	Registered	
32	1343/822	Registered	
33	36/53A	Registered	
34	790/59	Registered	
35	1488/581	Registered	
36	1221/322	Registered	
37	1899/571	Registered	
38	1030/356 (Cancelled)	Retired	
39	1111/892 (Cancelled)	Retired	
40	N/A	Retired	Yes
41	1092/475 (Cancelled)	Retired	
46	1049/231	Registered	
47	1915/52	Registered	
48	1664/861	Registered	
49	1056/217	Registered	
50	158/195	Registered	
51	1735/653	Registered	
52	1056/780	Registered	

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Plan 1659

Lot	Certificate of Title	Lot Status	Part Lot
53	1666/445	Registered	
54	1462/623	Registered	
55	1857/638	Registered	
56	1843/33	Registered	
57	1034/563	Registered	
58	1169/188 (Cancelled)	Retired	
59	N/A	Retired	Yes
60	1681/642 (Cancelled)	Retired	
62	736/147	Registered	
63	736/147	Registered	
64	1523/300	Registered	
65	1067/155	Registered	
66	1184/518	Registered	
67	1184/519	Registered	
68	1740/987	Registered	
69	1139/797	Registered	
70	1064/667	Registered	
71	1766/611	Registered	
72	460/86	Registered	
73	1165/874	Registered	
74	1055/331	Registered	
75	1742/99	Registered	
76	2081/797	Registered	
77	2111/173	Registered	
78	15/11A	Registered	
79	287/110A	Registered	
80	1413/321 (Cancelled)	Retired	
81	1413/322 (Cancelled)	Retired	
86	1015/358	Registered	
87	1901/465	Registered	
88	1750/559	Registered	
89	1563/82	Registered	
90	1935/194	Registered	
91	1053/926	Registered	
92	1276/346	Registered	
93	1053/928	Registered	
94	1696/466	Registered	
95	1064/669	Registered	
96	1139/796	Registered	
97	1064/485	Registered	
98	1184/520	Registered	
99	1184/521	Registered	
100	1065/300	Registered	
101	1065/301	Registered	
102	1413/323	Registered	

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Lot	Certificate of Title	Lot Status	Part Lot
103	1031/841	Registered	
104	1041/446	Registered	
105	2097/836 (Cancelled)	Retired	
106	1055/602 (Cancelled)	Retired	
107	1639/731	Registered	
108	1671/851	Registered	
109	1008/681	Registered	
110	1152/145	Registered	
111	1051/154	Registered	
112	191/132A	Registered	
113	1495/191	Registered	
114	1049/690	Registered	
115	1049/691	Registered	
116	1914/988	Registered	
117	1055/393	Registered	
118	1005/970	Registered	
119	1823/820	Registered	
120	1065/858	Registered	
121	1726/444	Registered	
122	2053/784	Registered	
123	1559/668	Registered	
124	1852/521	Registered	
125	2149/333	Registered	
126	2149/334	Registered	
127	1598/306	Registered	
128	1011/619	Registered	
129	1598/307	Registered	
130	1015/908	Registered	
131	1936/237	Registered	
132	1060/999	Registered	
133	1103/561	Registered	
134	1786/600	Registered	
135	1993/817	Registered	
136	1970/981	Registered	
137	1920/336	Registered	
138	1850/742	Registered	
139	1573/185	Registered	
140	1049/389	Registered	
141	1049/390	Registered	
142	1832/400	Registered	
143	1896/414	Registered	
144	1058/580	Registered	
145	1699/366	Registered	
146	1065/777	Registered	
147	1067/156	Registered	

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Lot	Certificate of Title	Lot Status	Part Lot
148	489/26A	Registered	
149	1822/964	Registered	
150	837/103	Registered	
151	2129/437	Registered	
152	1125/950	Registered	
153	1125/949	Registered	
156	2103/449	Registered	
157	1361/7	Registered	
158	1348/164	Registered	
159	2021/679	Registered	
160	1043/975	Registered	
161	1923/965	Registered	
162	2197/988 (Cancelled)	Registered	
162	2230/53	Registered	
163	N/A	Retired	Yes
164	736/118	Registered	

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