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







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



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OF WESTERN AUSTRALIA (INC.)
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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:
 - 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:
 - 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:
- 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:
 - 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) they have made inquiries about the Buyer's requirements and objectives under this Contract;
 - 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.
- The 2022 General Conditions are incorporated into this Contract so far as they are not varied by or inconsistent with the Conditions or Special Conditions of this Contract.
 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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contract for sale of land or strata title by offer and acceptance





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| | | SPECIAL CON | IDITIONS - Continue | d | |
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| ignature | | Date | Signature | | Date |
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| lame | Douglas Trevor Williams | JRESS/ RECEI 13 the Br | 2901 3 01101 | | |
| idme Address | 500 Homestead Road | | | | |
| uuress | 300 Homestead Road | | | | |
| uburb | Mahogany Creek | | | State WA | Postcode 6072 |
| ame | Lorraine June Williams | | | State 1171 | 1 0311001 |
| i ame iddress | 500 Homestead Road | | | | |
| uuress | 300 Homestead Road | | | | |
| Suburb | Mahogany Creek | | | State WA | Postcode 6072 |
| | Seller consents to Notices being | r convod at | | State WA | 1 0310000 0072 |
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| ignature | | Date | Signature | | Date |
| RECEIPT OF | DOCUMENTS | | RECEIPT OF DOCU | JMENTS | |
| | cknowledges receipt of the followi | ng documents: | | ledges receipt of the following | ng documents: |
| | | re & attachments (if strata) | 1. This offer and acc | • | General Conditions |
| | eral Conditions 4. Certificate | | 3. Annexure o | f changes to General (| Conditions (form 198) |
| | e of changes to General Condi | | | 11 | |
| Signature | Signatu | ire | Signature | Signatu | re |
| | | | | | |
| | | | | | |
| CONVEYA | NCER (Legal Practitioner/ | 'Settlement Agent) | | | |
| The Partie | es appoint their Representa | tive below to act on the | ir behalf and consent | to Notices being serve | d on that |
| Represent | tative's email address. | | | ENITATI\/F | |
| | BUYER'S REPRESENTATIVE | | SELLER'S REPRES | ENTATIVE | |
| Name | | | | | |
| Signature | | | | | |
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| Signature | | | | | |
| Signature | | | | | |

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Date

CONDITION

3.10(a)

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

CHANGES

Delete subclause (1).

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:

| 2. | 3.11 | | Delete clause | 3.11. |
|-----------|---|-----------|---------------|---|
| 3. | 26.1 definition of "Duplicate Certificate | of Title" | Delete the de | finition of "Duplicate Certificate of Title". |
| Buyer | | | Seller | |
| Signature | | | Signature | |
| Name | | | Name | Douglas Trevor Williams |
| Date | | | Date | |
| Signature | | | Signature | |
| Name | | | Name | Lorraine June Williams |
| Date | | | Date | |
| Signature | | | Signature | |
| Name | | | Name | |
| Date | | | Date | |
| Signature | | | Signature | |
| Name | | | Name | |
| | | | | |

Date

AUSTRALIAN STANDARD PRE-PURCHASE







INSPECTION FOR MAIOR STRUCTURAL DEFECTS

| | | • | XURE A | | | בובבובלוסססס | | | | |
|-----|---|---|--|--|--|---|--|--|--|--|
| | Th | is annexure forms part of the Contract | for the Sa | ale of Land o | ır Strata Ti | tle for the Property at | | | | |
| | 500 Homestead R | oad, Mahogany Creek W | A 6072 | 2 | | | | | | |
| | | APPLIES TO, AND IS LIMITED TO, MA) NTENANCE OR OTHER SAFETY ISSUE | | CTURAL DE | FECTS PU | RSUANT TO APPENDIX "A" OF TH | HE STANDARD | | | |
| 1. | The Buyer may at their expen | se obtain a written Report by 4PM on: | (a*) | / | / | *complete (a) or (b) | OR | | | |
| | (b*) 14 days after acc | eptance | | | | | ("Date") | | | |
| | on any Major Structural Defec | ts of the residential Building and of th | e followin | g described | areas | | | | | |
| 2. | | uilding"). If nothing is completed in the of the Report on the Seller, Seller Ager | | | _ | | /. | | | |
| 3. | If the Buyer, and Seller Agent the benefit of this Annexure. | or Seller or Seller Representative do no Time is of the essence. | ot receive | the Report | before the | Date then the Buyer will be deeme | ed to have waived | | | |
| 4. | | Structural Defects to the Property's Bucts Notice on the Seller, Seller Agent or | | | | | | | | |
| 5. | | o remedy the Major Structural Defects Business Days after the Seller's Work | | | | | | | | |
| 6. | The Seller must do the Work the Work. | expeditiously and in good and workman | nlike man | ner through | a Builder a | and provide evidence to the Buyer o | of completion of | | | |
| 7. | | cing Work, the Seller and Buyer wish to n the Purchase Price at Settlement and | | | | | er then the | | | |
| 8. | If the Seller does not agree to remedy Major Structural Defects within five (5) Business Days from when the Major Structural Defects Notice was serve on the Seller, Seller Agent or Seller Representative then: | | | | | | | | | |
| | (a) the Buyer may at any time within a further five (5) Business Days after that period ends, give notice in writing to the Seller, Seller Agent or Seller Representative terminating the Contract and the Deposit and other monies paid will be repaid to the Buyer; | | | | | | | | | |
| | (b) if the Buyer does not terr this Annexure. | ninate the Contract pursuant to this cla | ause 8, th | en this Anne | exure ceas | es to apply and the Contract contin | ues unaffected by | | | |
| | In this Annexure: | | | | | | | | | |
| | necessary to remedy the mat | stered in Western Australia with appro ters set out in the Major Structural Def | ects Notio | ie. | | | | | | |
| 9.2 | "Consultant" means an indep Defects. | endent inspector qualified and experier | nced in un | dertaking p | re-purchas | e property inspections to ascertain | Major Structual | | | |
| 9.3 | | ed or calculated in clause 1. If nothing is e Latest Time for Financial Approval (if | | in clause 1 t | hen the Da | ate will be five (5) Business Days fr | om the later of | | | |
| 9.4 | building structure of sufficier deterioration of the building general gas, water and sanita damp issues, ceiling linings, f | eans a fault or deviation from the inter it magnitude where rectification has to structure. Major Structural Defects doe iry plumbing, electrical wiring, partition loor coverings, decorative finishes such of primary structural elements. | be carrie s not inclu walls, cal | d out in orde ude any non- pinetry, wind | er to avoid -structural dows, door | unsafe conditions, loss of utility, o element, e.g., roof plumbing and r s, trims, fencing, minor structures, | r further oof covering, , non-structural | | | |
| 9.5 | | cice" means a Notice in writing from the the Buyer requires to be rectified. | e Buyer to | the Seller t | | he Seller with the opportunity to a ered Builder | gree to rectify the | | | |
| 9.6 | all-encompassing report deal | rformed in accordance with Appendix A ing with every aspect of the Property. T uant to Appendix "A of the Standard. T | The Repor | t should only | y be a reas | onable attempt to identify Major S | Structural Defects | | | |
| 9.7 | "Standard" means Australian Inspection - Residential build | Standard AS 4349-2007 (as amended ings). | from time | e to time) In | spections | of buildings Part 1: Pre-purchase St | ructural | | | |
| 9.8 | "Work" means the work requi | red to rectify the Major Structural Defe | ects set ou | ıt in the Maj | or Structu | ral Defects Notice. | | | | |
| 9.9 | Words not defined in this Ann | nexure have the same meaning as defin | ned in the | Standard or | the 2018 | General Conditions. | | | | |
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| BU | YER SIGNATURE | BUYER SIGNATURE | | SELLER SIG | GNATURE | SELLER SIGNATU | RE | | | |

AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR TIMBER PESTS





ANNEXURE This annexure forms part of the Contract for the Sale of Land or Strata Title for the Property at 500 Homestead Road, Mahogany Creek WA 6072 4PM on *complete one The Buyer may at their expense obtain a non-invasive written ΛR Report on any Timber Pest Activity or Damage by: ("Date") 14 days after acceptance of the residential building and the located upon the Property ("Building"). This Annexure does not apply to: (a) any Activity or Damage outside the Building; (b) any comments in the Report about conditions conducive to or susceptibility to Timber Pests; or (c) recommendations for further investigations. 2. The Buyer must serve a copy of the Report on the Seller, Seller Agent or Seller Representative before the Date. 3. If the Buyer, and Seller, Seller Agent or Seller Representative do not receive the Report before the Date then the Buyer will be deemed to have waived the benefit of this Annexure. Time is of the essence. 4. If the Report identifies Activity on, or Damage to, the Building, the Buyer may at any time within three (3) Business Days after the Date serve a Timber Pest Notice on the Seller, Seller Agent or Seller Representative giving the Seller Five (5) Business Days to agree to Eradicate and/or Repair. 5. If the Seller elects in writing to Eradicate and/or Repair pursuant to the Timber Pest Notice then the Settlement Date will be delayed until the later of: (a) three (3) Business Days after the Seller's Work is completed as certified by, the Seller's Builder in relation to Repair or a Consultant in relation to Eradication or, the later of them if both are required and (b) the Settlement Date. 6. The Seller must do the Work expeditiously and in a good and workmanlike manner through (a) a Builder to Repair or (b) a Consultant to Eradicate, and provide evidence to the Buyer of completion of the Work. If, prior to the Seller commencing the Work, the Seller and Buyer wish to agree and do agree an amount to be paid by the Seller to the Buyer then that amount will be deducted from the Purchase Price at Settlement and the Seller will not undertake the Work. 8. If the Seller does not agree to Eradicate and/or Repair within Five (5) Business Days from when the Timber Pest Notice was served on the Seller, Seller Agent or Seller Representative then (a) the Buyer may at any time within a further Five (5) Business Days after that period ends, give notice in writing to the Seller, Seller Agent or Seller Representative terminating the Contract and the Deposit and other monies paid will be repaid to the Buyer; (b) if the Buyer does not terminate the Contract pursuant to this clause 8, then this Annexure ceases to apply and the Contract continues unaffected by this Annexure. 9. In this Annexure: 9.1 "Activity" means evidence of the presence of current Timber Pests. 9.2 "Builder" means a builder registered in Western Australia with appropriate qualifications and using such other appropriately qualified persons, necessary to Repair any Damage set out in the Timber Pest Notice. 9.3 "Consultant" means an independent inspector qualified and experienced in undertaking, pre-purchase property inspections pursuant to the Standard and Eradication. 9.4 "Damage" means evidence of damage caused by Timber Pests to the Building. 9.5 "Date" means the date inserted or calculated in clause 1. If no date is inserted in clause 1 then the Date will be Five (5) Business Days from the later of: (i) the Contract Date; or (ii) the Latest Time for Finance Approval (if any). 9.6 "Eradicate" and "Eradication" mean the treatment necessary to eradicate Activity affecting the Building. 9.7 "Repair" means the Work necessary to repair any Damage. 9.8 "Report" means a report performed in accordance with the Standard by a Consultant at the Property. 9.9 "Standard" means Australian Standard AS 4349.3-2010 (as amended from time to time) Inspection of buildings Timber Pest Inspections. 9.10 "Timber Pests" means subterranean and dampwood termites, borers of seasoned timber and wood decay fungi as defined in the Standard. 9.11 "Timber Pest Notice" means a Notice in writing from the Buyer to the Seller to provide the Seller with the opportunity to agree to Eradicate and/or Repair that the Buyer requires pursuant to the Report. 9.12 "Work" means the work required to Repair pursuant to the Timber Pest Notice. 9.13 Words not defined in this Annexure have the same meaning as defined in the Standard or the 2018 General Conditions. **BUYER SIGNATURE BUYER SIGNATURE SELLER SIGNATURE SELLER SIGNATURE BUYER SIGNATURE BUYER SIGNATURE SELLER SIGNATURE SELLER SIGNATURE**

WESTERN

AUSTRALIA



1339

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UNDER THE "TRANSFER OF LAND ACT, 1893" AS AMENDED

DATED

I certify that the person described in the First Schedule hereto is the registered proprietor of the undermentioned estate in the undermentioned land subject to the easements and encumbrances shown in the Second Schedule hereto.



ESTATE AND LAND REFERRED TO

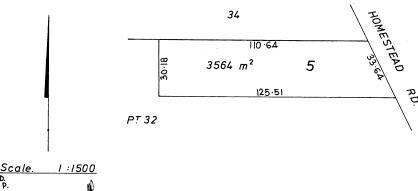
Estate in fee simple in portion of Swan Location 97 and being Lot 5 the subject of Diagram 44145, delineated and coloured green on the map in the Third Schedule hereto.

FIRST SCHEDULE (continued overleaf)

SECOND SCHEDULE (continued overleaf)

NIL

THIRD SCHEDULE



NOTE: RULING THROUGH AND SEALING WITH THE OFFICE SEAL INDICATES THAT AN ENTRY NO LONGER HAS EFFECT ENTRIES NOT RULED THROUGH MAY BE AFFECTED BY SUBSEQUENT ENDORSEMENTS.



Application A612527

Volume 820 Folio 124

8th January, 1973

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Page 1 (of 2 pages)

Superseded - Copy for Sketch Only

INITIALS INITIALS B SEAL SEAL REGISTERED OR LODGED 3.37 13.7.93 TIME S THAT AN ENTRY NO LONGER HAS EFFECT. ENDORSEMENTS. NOTE: RULING THROUGH AND SEALING WITH THE OFFICE SEAL INDICATES THAT AN ENTRY NO LONGER HAS EFFECT ENTRIES NOT RULED THROUGH MAY BE AFFECTED BY SUBSEQUENT ENDORSEMENTS. REGISTERED 8.1.73 F246656 INITIALS CANCELLATION NUMBER A605870 Discharged INSTRUMENT NATURE N Transfer 00 NOTE: RULING THROUGH AND SEALING WITH THE OFFICE SEAL INDICATES ENTRIES NOT RULED THROUGH MAY BE AFFECTED BY SUBSEQUENT IS 398 SEAL TIME 8.09 9.03 Douglas Trevor Williams, Electrical Contractor and Lorraine June Williams, his wife, both of 339 REGISTERED 10.5.73 13.7.93 CERTIFICATE OF TITLE VOL. HORRES OF THE RURAL AMB INBUSTRIES BANK OF WESTERN AUSTRALIA to Australia & New Zealand Banking Group Ltd. REGISTERED PROPRIETOR Lot 5 Homestead Road, Mahogany Creek, as joint tenants **PARTICULARS** SECOND SCHEDULE (continued) FIRST SCHEDULE (continued) 1488 ဒ္ A663402 F246657 Page 2 (of 2 pages) INSTRUMENT Mortgage Mortgage

WESTERN



TITLE NUMBER

Volume

Folio

1339 398

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.



LAND DESCRIPTION:

LOT 5 ON DIAGRAM 44145

REGISTERED PROPRIETOR:

(FIRST SCHEDULE)

DOUGLAS TREVOR WILLIAMS LORRAINE JUNE WILLIAMS BOTH OF 500 HOMESTEAD ROAD, MAHOGANY CREEK AS JOINT TENANTS

(T A605870) REGISTERED 8/1/1973

LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS:

(SECOND SCHEDULE)

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: 1339-398 (5/D44145)

PREVIOUS TITLE: 820-124

PROPERTY STREET ADDRESS: 500 HOMESTEAD RD, MAHOGANY CREEK.

LOCAL GOVERNMENT AUTHORITY: SHIRE OF MUNDARING

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Diagram 44145

| Lot | Certificate of Title | Lot Status | Part Lot |
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| 5 | 1339/398 | Registered | |