

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.
WARNING - If the Purchase Price is \$750,000 or more a Withholding Tax 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:
Address
Suburb State Postcode

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
Suburb State Postcode
Lot ~~Deposited/Survey/Strata/Diagram/Plan~~ Whole / ~~Part~~ Vol Folio

A **deposit** of \$ of which \$ is paid now and \$ to be paid within days of acceptance to be held by

("the Deposit Holder"). The balance of the Purchase Price to be paid on the Settlement Date.

Purchase Price

Settlement Date

Property Chattels including

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 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	
Signature		Date		Signature	

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

Name	Andras Zsolt Hernadi as executor of the estate of Erzsebet Maria Hernadi				
Address	117 Third Avenue				
Suburb	Mount Lawley	State	WA	Postcode	6050
Name	Gyula Laszlo Hernadi				
Address	4 Parkinson Place				
Suburb	Hillarys	State	WA	Postcode	6025

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	
Signature		Date		Signature	

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	

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	

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	<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>
Signature	<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>
	<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>

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04/22

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 <i>"Duplicate Certificate of Title"</i>	Delete the definition of <i>"Duplicate Certificate of Title"</i> .

Buyer

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Seller

Signature _____
Name Andras Zsolt Hernadi as executor
of the estate of Erzsebet Maria Hernadi

Date _____

Signature _____

Name Gyula Laszlo Hernadi

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

4 Parkinson Place, Hillarys WA 6025

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 by 4PM on: (a*) / / *complete (a) or (b) **OR**
 (b*) 14 days after acceptance ("Date")

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 before the 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 within 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 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) 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 "Builder" means a builder registered in Western Australia with appropriate qualifications and using such other appropriately qualified persons, necessary to remedy the matters set out in the Major Structural Defects Notice.
 - 9.2 "Consultant" means an independent inspector qualified and experienced in undertaking pre-purchase property inspections to ascertain Major Structural Defects.
 - 9.3 "Date" means the date inserted or calculated in clause 1. If nothing 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 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 2018 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

4 Parkinson Place, Hillarys WA 6025

1. The Buyer may at their expense obtain a non-invasive written Report on any Timber Pest Activity or Damage by:

4PM on **complete one*

/ / OR

("Date")

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.
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 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

TITLE NUMBER

Volume Folio

1433 468

RECORD OF CERTIFICATE OF TITLE UNDER THE TRANSFER OF LAND ACT 1893

The person described in the first schedule is the registered proprietor of an estate in fee simple in the land described below subject to the reservations, conditions and depth limit contained in the original grant (if a grant issued) and to the limitations, interests, encumbrances and notifications shown in the second schedule.

BGRoberts
REGISTRAR OF TITLES



LAND DESCRIPTION:

LOT 85 ON PLAN 9882

REGISTERED PROPRIETOR: (FIRST SCHEDULE)

GYULA LASZLO HERNADI
ERZSEBET MARIA HERNADI
BOTH OF 4 PARKINSON PLACE HILLARYS WA 6025
AS TENANTS IN COMMON IN EQUAL SHARES

(T P569593) REGISTERED 31/5/2023

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

- EXCEPT AND RESERVING METALS, MINERALS, GEMS AND MINERAL OIL SPECIFIED IN TRANSFER 2591/1947.
- B780941 RESTRICTIVE COVENANT BURDEN REGISTERED 11/9/1979.

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:	1433-468 (85/P9882)
PREVIOUS TITLE:	489-127A
PROPERTY STREET ADDRESS:	4 PARKINSON PL, HILLARYS.
LOCAL GOVERNMENT AUTHORITY:	CITY OF JOONDALUP

Subject to dealing

1804/89

ORIGINAL - NOT TO BE REMOVED FROM OFFICE OF T

CT 1433 0468 F



Application B137340

WESTERN



AUSTRALIA



Volume 489 Folio 127A

1433 468

CERTIFICATE OF TITLE

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

468 FOL.

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.

1433 VOL.

DATED 22nd April, 1976

Handwritten signature
REGISTRAR OF TITLES



ESTATE AND LAND REFERRED TO

Estate in fee simple in portion of Swan Location 1370 and being Lot 85 on Plan 9882, delineated and coloured green on the map in the Third Schedule hereto, except and reserving metals, minerals, gems and mineral oil specified in Transfer 2591/1947.

FIRST SCHEDULE (continued overleaf)

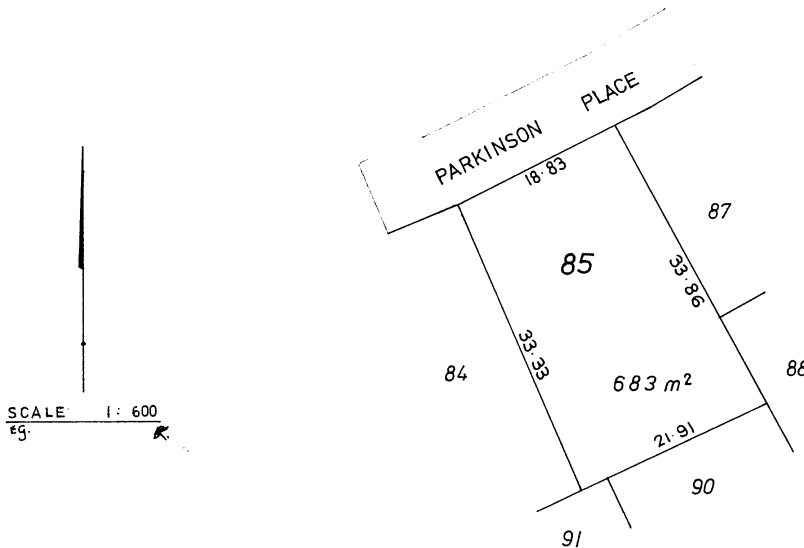
~~Whitfords Beach Pty. Ltd., of Ground Floor, 297 Murray Street, Perth~~

SECOND SCHEDULE (continued overleaf)

NIL

Handwritten signature
REGISTRAR OF TITLES

THIRD SCHEDULE



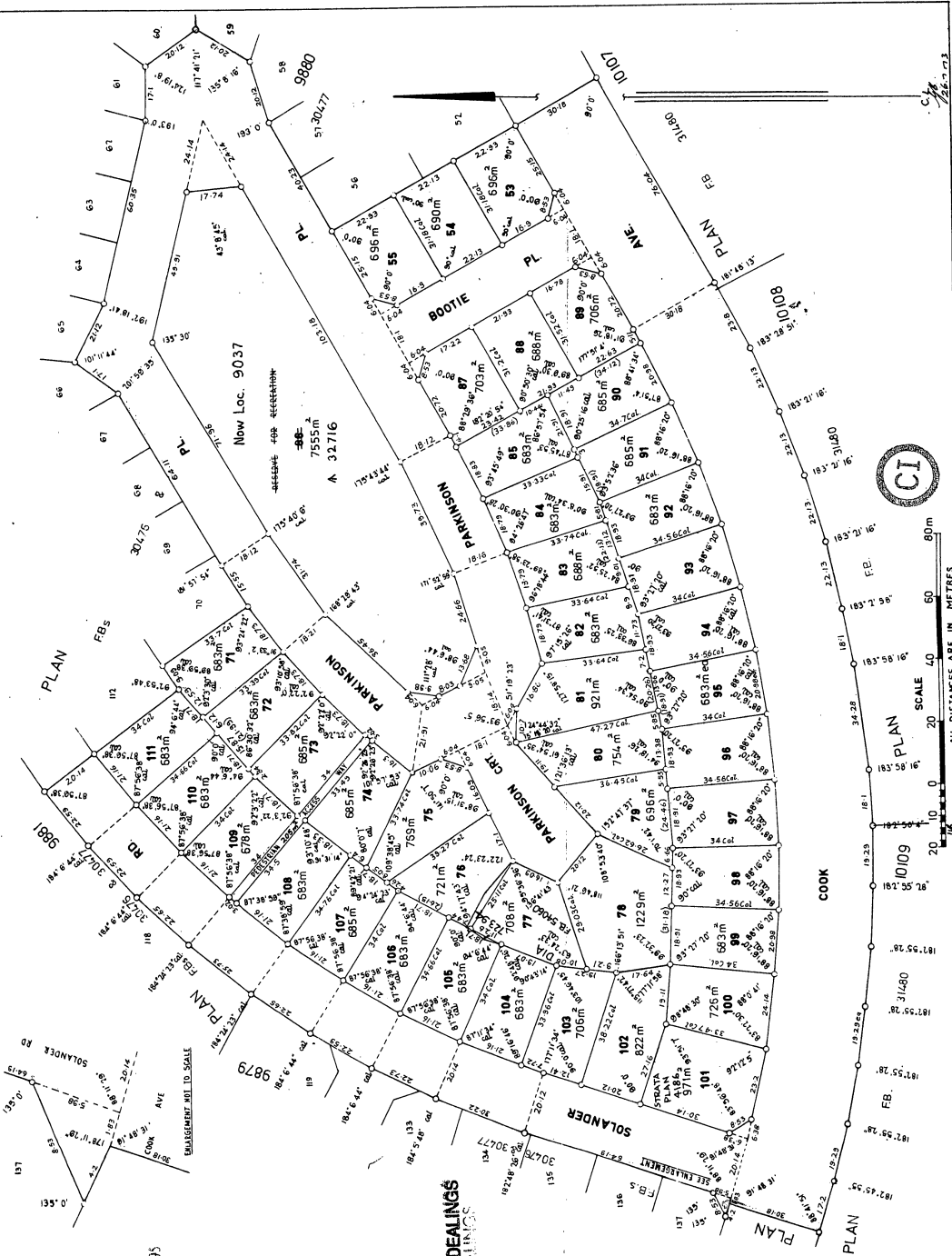
NOTE: RULING THROUGH AND SEALING WITH THE OFFICE SEAL INDICATES THAT AN ENTRY NO LONGER HAS EFFECT. ENTRIES NOT RULED THROUGH MAY BE AFFECTED BY SUBSEQUENT ENDORSEMENTS.

53083/12/75-20M-S/2860

Superseded - Copy for Sketch Only

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

PLAN 9882



P 009882 F 01



P.A. W/ACGW as shown on this Survey
is amended to Lot 255.
Regulation 6 Transfer of Land (Surveys) Regulation 1995
Corr. 175-2000-01

**PT LOT M1362 OF
PT SWAN LOC 1370**

F.B.'s 30476, 30477
TOTAL AREA 6.7555ha
AREA OF ROADS 2.8829ha
DIA 5794
INDEX PLANS SWAN 2000 07. 01
06. 01

C/T 1169-937
NOW 489-127A
IN ORDER FOR DEALINGS
5-2-71

APPROVED
11.4.71

LOT 86 & PED. ACC. WAY
TO VEST IN THE CROWN
UNDER SEC. 20A T.P. & D. ACT.
TO VEST IN THE CROWN
UNDER SEC. 20A T.P. & D. ACT.

LOCAL GOVERNMENT ACT
ALL ROADS WITHIN THE GREEN
BORDER ARE NOW DEDICATED.

PLAN 9882

PLAN 9882



Plan 9882

Lot	Certificate of Title	Lot Status	Part Lot
0	N/A	Retired	
53	1327/487	Registered	
54	518/106A	Registered	
55	1326/338	Registered	
71	1327/79	Registered	
72	513/179A	Registered	
73	1345/618	Registered	
74	1344/442	Registered	
75	1327/80	Registered	
76	1824/306	Registered	
78	1414/220 (Cancelled)	Strata'd	
78	SP64522	Strata'd	
79	1369/110	Registered	
80	2015/823	Registered	
81	1335/111	Registered	
82	1328/747	Registered	
83	502/109A	Registered	
84	1327/479	Registered	
85	1433/468	Registered	
87	1320/361	Registered	
88	SP84503	Strata'd	
88	1329/868 (Cancelled)	Strata'd	
89	1905/365	Registered	
90	1427/169 (Cancelled)	Retired	
91	605/180A	Registered	
92	SP80981	Strata'd	
92	605/181A (Cancelled)	Strata'd	
93	511/86A (Cancelled)	Retired	
94	584/20A	Registered	
95	536/108A	Registered	
96	1766/184	Registered	
97	525/105A	Registered	
98	525/104A	Registered	
99	SP82745	Strata'd	
99	568/16A (Cancelled)	Strata'd	
100	1876/773	Registered	
101	SP4186	Strata'd	
102	1321/762	Registered	
103	1353/824	Registered	
104	1763/932	Registered	
105	1824/305	Registered	
106	1433/469	Registered	
107	1332/234	Registered	
108	1406/476	Registered	
109	1324/227 (Cancelled)	Retired	

Plan 9882

Lot	Certificate of Title	Lot Status	Part Lot
110	571/197A	Registered	
111	1335/358	Registered	
255	489/127A	Registered	
9037	LR3047/93	Registered	

INSTRUCTIONS

1. If insufficient space in any section hereon, (or if the Transferee requires a Duplicate Certificate(s) of Title to issue where a request for non issue has been received previously, or that a Duplicate Certificate(s) of Title not be issued subsequent to this Transfer of Land), then Form T2 should be used. Additional sheets should not be used.
2. 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.
3. Duplicate Crown Lease or, where issued, the Duplicate Certificate of Title is required to be produced or if held by another party then arrangements must be made for its production.

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 or Crown Lease number to be stated.
2. **ESTATE AND INTEREST**
State whether Fee Simple, Leasehold or as the case may be in the land being transferred. If share only, specify.
3. **TRANSFEROR**
State full name of the Transferor/Transferors (Registered Proprietor) as shown on the Certificate of Title or Crown Lease.
4. **CONSIDERATION**
If a sum of money only, to be expressed in figures and in every other case to be concisely stated in words.
5. **TRANSFEEEE**
State full name of the Transferee/Transferees (Purchaser) and the address/addresses to which future notices can be sent. If a minor, state date of birth. If two or more state tenancy eg;
Joint Tenants, (on the death of a joint tenant, the survivor(s) become(s) the registered proprietor(s) of the deceased's interest by applying to the Registrar of Titles).
Tenants in Common, (on the death of a tenant in common, their share is dealt with according to their will).
If Tenants in Common specify shares.
6. **TRANSFEEEE'S TRANSFEROR'S EXECUTION**
Transferees and Transferors must sign their appropriate panel.
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. Execution by a corporation or body corporate must be in accordance with the Corporation Act 2001.



P569593 T

31 May 2023 10:50:49 Perth



TRANSFER

LODGED BY *ANORAS ZSOLT NEANADI*

ADDRESS *L2, 100 WAVELOUGH ST
WEST PERTH WA 6005*

PHONE No. *0411 598 695*

FAX No.

REFERENCE No.

ISSUING BOX No. *888.V*

PREPARED BY

ADDRESS

PHONE No. FAX No.

REFERENCE No.

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

1/1

TITLES, LEASES, DECLARATIONS ETC. LODGED HEREWITH

1.	<i>1433-468</i>	Received Items No.s	<i>6</i>
2.	<i>101-2</i>		
3.	<i>52612042</i>	Receiving Clerk	<i>[Signature]</i>
4.			
5.			
6.			

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.

TRANSFER OF LAND

DESCRIPTION OF LAND (Note 1)

DESCRIPTION OF LAND (Note 1)	EXTENT	VOLUME	FOLIO
Lot 85 On Plan 9882	Whole	1433	468

ESTATE AND INTEREST (Note 2)

Fee Simple

TRANSFEROR (Note 3)

Erzsebet Maria Hernadi of 4 Parkinson Place HILLARYS WA 6025 and Gyula Laszlo Hernadi of 4 Parkinson Place HILLARYS WA 6025 as joint tenants.
 FULL NAME INCORRECTLY SHOWN ON THE TITLE AS *My blue*
 GYULA HERNADI AND ERZSEBET HERNADI

CONSIDERATION (Note 4)

~~THE~~ THE DESIRE OF THE PROPRIETORS TO CHANGE THE *My blue*
 TENANCY TO TENANTS IN COMMON *IN FAVOR OF THE TENANTS*
 REVENUE WA 6025
 31 MAY 2023

TRANSFeree (Note 5)

Erzsebet Maria Hernadi of 4 Parkinson Place HILLARYS WA 6025 and Gyula Laszlo Hernadi of 4 Parkinson Place HILLARYS WA 6025 as tenants in common in equal shares.

The TRANSFEROR for the consideration herein expressed transfers to the TRANSFeree the estate and interest herein specified in the land herein described, subject to the Limitations, Interests, Encumbrances and Notifications as shown on the Certificate of Title and/or otherwise affect the land under the Transfer of Land Act 1893.

Dated this 4th day of May Year 2023

TRANSFEROR/S SIGN HERE (Note 6)

Signed by *Erzsebet Hernadi*
 In the presence of *Joseph Szecseni*
 JOSEPH SZECSENI, RETIRED
 9. PINDARI PL. HILLARYS
 WA. 6025
 Signed by *Gyula Hernadi*
 In the presence of *Joseph Szecseni*
 JOSEPH SZECSENI, RETIRED
 9. PINDARI PL. HILLARYS
 WA 6025

TRANSFeree/S SIGN HERE (Note 6)

Signed by *Erzsebet Hernadi*
 In the presence of *Joseph Szecseni*
 JOSEPH SZECSENI, RETIRED
 9. PINDARI PL. HILLARYS
 WA 6025
 Signed by *Gyula Hernadi*
 In the presence of *Joseph Szecseni*
 JOSEPH SZECSENI, RETIRED
 9. PINDARI PL. HILLARYS
 WA 6025



Government of Western Australia
Department of Finance
RevenueWA

EV002457435-DUTY

EV002457435-DUTY



Certificate of Duty

Transfer - (Nominal Duty)

Duties Act 2008

Certificate Number:	1041069603	Certificate Issue Date:	23-05-2023
Bundle ID	231438945	Client Reference:	
Transaction Date:	04-05-2023		
Nominal Duty Reason:	Changes In Tenancy (s 137)		
Transfer Duty:	\$ 20.00		
Penalty Tax:	\$ 0.00		
Non-monetary consideration:	Desire to Change Tenancy		

Dutiable Transaction: Transfer Of Dutiable Property

Description of Property:

Land in WA: Lot 85, Plan 9882 Volume/Folio: 1433/468

Transferor(s): HERNADI, ERZSEBET MARIA
HERNADI, GYULA LASZLO

Transferee(s): HERNADI, ERZSEBET MARIA with respect to a 1/2 share
HERNADI, GYULA LASZLO with respect to a 1/2 share
As tenants in common



EV002457436 VOI

19 May 2023

Your reference: 4 Parkinson Place
Our reference: 900021794
Telephone: 1300 202 287

**Australia Post on behalf of Western Australia Registrar and Commissioner of Titles Requirements:
Verification of Identity**

STATEMENT – SELF REPRESENTED PARTY

Australia Post has verified the identity of the applicant, **Mrs Erzsebet Maria Hernadi** on **18 May, 2023** concerning the property at **Lot 85 on Plan 9882**, being **Volume number 1433 / Folio number 468** in accordance with the Western Australian Registrar and Commissioner of Titles Requirements for Verification of Identity.

Australia Post has taken all reasonable steps to verify the identity of the applicant

Australia Post reasonably believe that the applicant has been identified.

Australia Post reasonably believes that the applicant has the authority to deal with the interest in land the subject of this application.

Yours sincerely,



Sandra Keley
Australia Post Property Transfer Team - WA

Address:
PON Operations WA/SA
Level 1, 33 Boud Avenue
PERTH AIRPORT WA 6105

Contact:
T 1300 202 287
E SelfRepresentedWAVOI@auspost.com.au

EV002457437 VOI

22 May 2023

Your reference: 4 Parkinson Place
Our reference: 113488877
Telephone: 1300 202 287

**Australia Post on behalf of Western Australia Registrar and Commissioner of Titles Requirements:
Verification of Identity**

STATEMENT – SELF REPRESENTED PARTY

Australia Post has verified the identity of the applicant, **Mr Gyula Laszlo Hernadi** on **18 May, 2023** concerning the property at **Lot 85 on Plan 988214**, being **Volume number 1433 / Folio number 468** in accordance with the Western Australian Registrar and Commissioner of Titles Requirements for Verification of Identity.

Australia Post has taken all reasonable steps to verify the identity of the applicant

Australia Post reasonably believe that the applicant has been identified.

Australia Post reasonably believes that the applicant has the authority to deal with the interest in land the subject of this application.

Yours sincerely,



Sandra Keley
Australia Post Property Transfer Team - WA

Address:
PON Operations WA/SA
Level 1, 33 Boud Avenue
PERTH AIRPORT WA 6105

Contact:
T 1300 202 287
E SelfRepresentedWAVOI@auspost.com.au



STATUTORY DECLARATION

I / ~~WE~~ Gyula Laszlo Hernadi of 4 Parkinson Place, Hillarys, Retired
(name, address and occupation of person(s) making the declaration)
sincerely declare as follows -

1. I am registered as the proprietor of the land being Lot 85 on Deposited Plan 9882 being the whole of the land comprised of Certificate of Title Volume 1433 Folio 468, wherein I am incorrectly described as Gyula Hernadi.
2. My true and correct name is Gyula Laszlo Hernadi.
3. When the land was transferred to me, I did not notice that my Middle name had been incorrectly not included.
4. The person described on Certificate of Title Volume 1433 Folio 468 as Gyula Hernadi is one and the same person as Gyula Laszlo Hernadi described in this declaration.

This declaration is true and I / WE know that it is an offence to make a declaration knowing that it is false in a material particular.

This declaration is made under the *Oaths, Affidavits and Statutory Declarations Act 2005*

at (place) HILLARYS

on 30 day of May 20 23

by - *Gyula Laszlo Hernadi*

Signature of person(s) making the declaration (sign in the space above)

In the presence of - *[Signature]*

Signature of authorised witness (sign in the space above)

*ANDRAS ZSOLT MENNARDI
CHARTERED ACCOUNTANT
22, 100 HAVELOCK ST
WEST PERTH WA 6005*

(Print the full name, address and qualification of authorised witness in the space above)

INSTRUCTIONS

1. If insufficient space hereon Form B2 should be used.

NOTES

1. If more than one declarant, each signature must have a separate attestation.
2. No person under eighteen years of age may be a witness.
3. A complete list of authorised witnesses for statutory declarations is contained in Schedule 2 of the *Western Australian Oaths, Affidavits and Statutory Declarations Act 2005*, or any person before whom, under the *Statutory Declarations Act 1959* of the Commonwealth, a statutory declaration may be made.
4. The *Western Australian Oaths, Affidavits and Statutory Declarations Act 2005* contains special provisions about authorised witnesses for statutory declarations made outside Western Australia.



STATUTORY DECLARATION

I ~~AM~~ **WE** Erzsebet Maria Hernadi of 4 Parkinson Place, Hillarys, Retired

(name, address and occupation of person(s) making the declaration)
 sincerely declare as follows -

1. I am registered as the proprietor of the land being Lot 85 on Deposited Plan 9882 being the whole of the land comprised of Certificate of Title Volume 1433 Folio 468, wherein I am incorrectly described as Erzsebet Hernadi.
2. My true and correct name is Erzsebet Maria Hernadi.
3. When the land was transferred to me, I did not notice that my Middle name had been incorrectly not included.
4. The person described on Certificate of Title Volume 1433 Folio 468 as Erzsebet Hernadi is one and the same person as Erzsebet Maria Hernadi described in this declaration.

This declaration is true and I / WE know that it is an offence to make a declaration knowing that it is false in a material particular.

This declaration is made under the Oaths, Affidavits and Statutory Declarations Act 2005

at (place) HILLARYS

on 30 day of July 2023

by - Erzsebet Hernadi

Signature of person(s) making the declaration (sign in the space above)

In the presence of - 

Signature of authorised witness (sign in the space above)

ANDRAS ZSOLT HERNADI
 CHARTERED ACCOUNTANT
 L2, 100 HAVELOCK ST
 WEST PERTH WA 6005

(Print the full name, address and qualification of authorised witness in the space above)

INSTRUCTIONS

1. If insufficient space hereon Form B2 should be used.

NOTES

1. If more than one declarant, each signature must have a separate attestation.
2. No person under eighteen years of age may be a witness.
3. A complete list of authorised witnesses for statutory declarations is contained in Schedule 2 of the *Western Australian Oaths, Affidavits and Statutory Declarations Act 2005*, or any person before whom, under the *Statutory Declarations Act 1959* of the Commonwealth, a statutory declaration may be made.
4. The *Western Australian Oaths, Affidavits and Statutory Declarations Act 2005* contains special provisions about authorised witnesses for statutory declarations made outside Western Australia.



Certificate of Duty

Transfer - (Nominal Duty)

Duties Act 2008

Certificate Number:	1041069598	Certificate Issue Date:	23-05-2023
Bundle ID	231438945	Client Reference:	
Transaction Date:	04-05-2023		
Nominal Duty Reason:	Changes In Tenancy (s 137)		
Transfer Duty:	\$ 20.00		
Penalty Tax:	\$ 0.00		
Non-monetary consideration:	Desire to Change Tenancy		

Dutiable Transaction: Transfer Of Dutiable Property

Description of Property:

Land in WA: Lot 85, Plan 9882 Volume/Folio: 1433/468

Transferor(s): HERNADI, ERZSEBET MARIA
HERNADI, GYULA LASZLO

Transferee(s): HERNADI, ERZSEBET MARIA with respect to a 1/2 share
HERNADI, GYULA LASZLO with respect to a 1/2 share
As tenants in common

Form T2.

WESTERN AUSTRALIAN STAMP DUTIES

11-SEP-79 857151 \$. . G S/DLST \$***1.25

1-25

WESTERN AUSTRALIA.
Transfer of Land Act 1893 as amended
TRANSFER OF LAND

No. **B780941**

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

Portion of Swan Location 1370 and being Lot 85 on Plan 9882
except and reserving metals minerals gems and mineral oil
specified in Transfer 2591/1947 and being the whole of
the land comprised in Certificate of Title Volume 1433
Folio 468

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

Fee simple

ENCUMBRANCES
If none, insert 'Nil'
DEPARTMENT OF
MINE AND PETROLEUM
INDUSTRIES
11/5/79

Nil

TRANSFEROR
Full name, address
and occupation

WHITFORDS BEACH PTY LTD of Ground Floor, 297 Murray Street
Perth

Agreement dated 26/4/71
Signed by S1-25
Official of the DEPARTMENT OF STATE TAXATION

CONSIDERATION
IN WORDS.

FOUR THOUSAND AND TWENTY FIVE DOLLARS (\$4,025.00)

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

JAMES HERBERT LOUIS OSBORNE Soldier of 90 Nollamara
Avenue Nollamara

20/7/79

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

SANDS & McDUGALL
STOCK FORM 317

THE TRANSFEROR for the consideration herein expressed HEREBY TRANSFERS TO THE TRANSFEREE the estate and interest herein specified in the land above described subject to the encumbrances as shown hereon. (4)

RESTRICTIVE COVENANT

The Transferee doth hereby for himself and his heirs executors administrators and transferees or other the registered proprietors for the time being of the said land covenant with the Transferor (as the proprietor, and for the benefit of the lands the subject of Plan 9882 save and except the lot being transferred herein) and its successors and assigns that the said land shall not be used for any other purpose than the erection thereon of a private dwelling house with its usual conveniences and also that not more than one main building shall be erected upon the said land and that no building erected upon the said land shall be used for any purpose other than for a private dwelling house. Provided however that the Covenant shall not prohibit the erection of a building commonly known as a duplex upon the said lot.

VE *AB*
Covenant
AB

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

Dated this Fr. 20TH day of July. 1979.

TRANSFERORS SIGN HERE (see note 1)

b. Signature Signed (b)

c. Signature, address and occupation of witness. (See note 2)

in the presence of (c)

THE COMMON SEAL of WHITFORDS BEACH PTY LTD was hereunto affixed by authority of the Board of Directors in the presence of:



Signed (b)

Director: [Signature]

in the presence of (c)

Secretary: [Signature]

d. Add attestations as required. (d)

TRANSFEREES AND OTHER PARTIES SIGN HERE (see note 1)

Signed by the said [Signature]
JAMES HERBERT LOUIS OSBORNE
in the presence of (c)

CZESLAW ALEX RYCHLEWSKI SOLDIER,
94 BARDIA PDE HOLS WORTHY NSW

Signed (b)

in the presence of (c)

[Signature]

ALAN WILLIAM NOONAN SOLDIER
17 CONST. SQ HOLS WORTHY NSW.

NOTES

1. A separate attestation should be made by each person signing this document; i.e. each signature should be separately witnessed.
2. If executed within the Commonwealth of Australia or its Territories witnesses must be 18 years of age or over and not a party to this document. If executed outside the Commonwealth of Australia or its Territories the witness should be one of the persons listed in Section 145 of the Transfer of Land Act.
3. If any of the boxed sections on page 1 has insufficient space then the relevant information may be added on page 2 herein. If further space is required use Annexure Form B1. Appropriate headings should be shown in each case. The boxed sections should only contain the words "See page 2" or "See Annexure 'A'" (or as the case may be) by the persons signing this document and their witnesses and be pinned to this form.
4. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.

No. B780941



TRANSFER

FEEs (office use)	\$	c
	B	-

Parties WHITFORDS BEACH PTY LTD
 and
J H L OSBORNE
 LH:LS 11832

Lodged by Murray Settlements
 Address 297 Murray Street
PERTH WA 6000
 Phone No.

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

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

- | | |
|------------------------|----------------------------|
| 1. <u>C/T/1433/468</u> | } Received items
No's / |
| 2. _____ | |
| 3. _____ | |
| 4. _____ | |
| 5. _____ | |
| 6. _____ | |
- Rec. Clerk. *[Signature]*

BELOW THIS LINE FOR OFFICE USE ONLY

Encumbrances not notified on face.

Registered 11th September 1979
 at 2.30 o'clock and
 particulars entered in the Register Book.

New Titles to issue or Endorsing instruction.

NE 1 Assets Co

Initials of Signing Officer

[Signature]

[Signature]
REGISTRAR OF TITLES

EXAMINED *[Signature]*