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 1975 Alice Road
Suburb Mount Helena State WA Postcode 6082
Lot 58 Deposited/Survey/Strata/Diagram/Plan DP402479 Whole / ~~Part~~ Vol 2887 Folio 199
A **deposit** of $ of which $ 0 is paid now and $ to be paid within 7 days of acceptance
to be held by First National Real Estate Genesis
("the Deposit Holder"). The balance of the Purchase Price to be paid on the Settlement Date.

Purchase Price
Settlement Date
Property Chattels including All fixed floor coverings, light fittings, window treatments and all pool equipment as inspected and where applicable.

GST WITHHOLDING

1. Is this Contract concerning the taxable supply of new residential premises or potential residential land as defined in the GST Act? ☐ YES ☑ NO
2. If NO is ticked or no box is ticked (in which case the answer is deemed to be NO), then the Buyer is not required to make a payment under section 14-250 of the Taxation Administration Act 1953 (Cth).
3. If YES is ticked, then the 'GST Withholding Annexure' should be attached to this Contract.

FINANCE CLAUSE IS APPLICABLE

LENDER/
MORTGAGE BROKER (NB. If blank, can be any)
LATEST TIME: 4pm on:
AMOUNT OF LOAN:
SIGNATURE OF BUYER

FINANCE CLAUSE IS NOT APPLICABLE

Signature of the Buyer if Finance Clause IS NOT applicable

NOTE: IF THIS DOCUMENT IS ON SEPARATE PAGES OR IS TO BE FAXED THEN ALL PARTIES SHOULD SIGN ALL PAGES.

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CONDITIONS

1. SUBJECT TO FINANCE

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

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

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

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

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

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

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

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

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

(a) the Finance Application has been rejected; or

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

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

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

(a) an Approval Notice; or

(b) a Non Approval Notice;

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

1.4 Finance Approval: Approval Notice Given

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

(a) Finance Approval has been obtained; or

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

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

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

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

1.6 Buyer Must Keep Seller Informed: Evidence

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

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

1.7 Right To Terminate

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

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

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

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

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

1.8 Waiver

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

1.9 Definitions

In this Clause:

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

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

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

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

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

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

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

(a) for the Amount of Loan;

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

  and has in fact been satisfied.

Latest Time means:

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

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

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

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

Non Approval Notice means:

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

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

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

SPECIAL CONDITIONS

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

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SPECIAL CONDITIONS - Continued

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

Signature	Date	Signature	Date
Signature	Date	Signature	Date

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

Name	Cameron Jay Booysen				
Address	1975 Alice Road				
Suburb	Mount Helena	State	WA	Postcode	6082
Name	Shenae Michelle Booysen				
Address	1975 Alice Road				
Suburb	Mount Helena	State	WA	Postcode	6082

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 Cameron Jay Booysen

Date _____

Signature _____

Name Shenae Michelle Booysen

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

1975 Alice Road, Mount Helena WA 6082

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

1975 Alice Road, Mount Helena WA 6082

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
2887	**199**

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 58 ON DEPOSITED PLAN 402749

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

CAMERON JAY BOOYSEN
SHENAE MICHELLE BOOYSEN
BOTH OF 9 AUGUSTUS WAY MARANGAROO WA 6064
AS JOINT TENANTS

(T O476986) REGISTERED 21/8/2020

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

1. N204565 RESTRICTIVE COVENANT TO SHIRE OF MUNDARING REGISTERED 16/12/2015.
2. N204566 NOTIFICATION CONTAINS FACTORS AFFECTING THE WITHIN LAND. LODGED 16/12/2015.
3. O476987 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA REGISTERED 21/8/2020.

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.

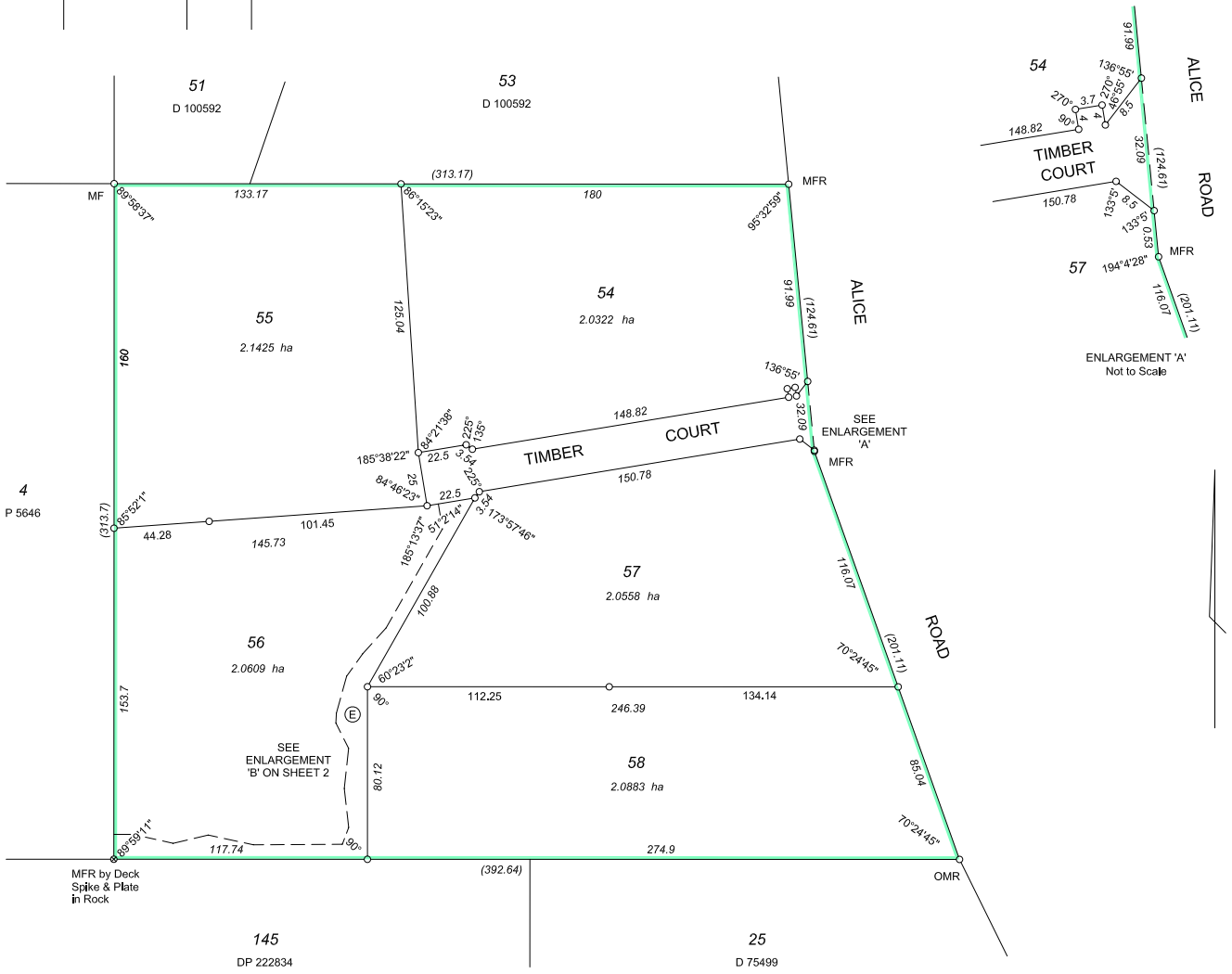
SKETCH OF LAND:	DP402749
PREVIOUS TITLE:	1410-905
PROPERTY STREET ADDRESS:	1975 ALICE RD, MOUNT HELENA.
LOCAL GOVERNMENT AUTHORITY:	SHIRE OF MUNDARING

LANDGATE COPY OF ORIGINAL NOT TO SCALE 06/08/2026 01:44 PM Request number: 70215264

Landgate
www.landgate.wa.gov.au

LANDGATE COPY OF ORIGINAL NOT TO SCALE 06/08/2026 01:44 PM Request number: 70215264
www.landgate.wa.gov.au

VERSION	AMENDMENT	AUTHORISED BY	DATE
2	EASEMENT (E) INFORMATION UPDATED IN I&N TABLE	W.M.SCANLAN	17/11/2015



TYPE FREEHOLD

PURPOSE SUBDIVISION

PLAN OF

LOTS 54 - 58 (INCL) & ROAD

DISTRICT SWAN
TOWNSITE
FILE
LOCAL AUTHORITY SHIRE OF MUNDARING
LOCALITY MOUNT HELENA
INDEX ON SEE SMARTPLAN

SSA NO
FORMER TENURE LOT 3 P 5646 C/T 1410/905
FIELD BOOK 126432

SCALE: 1:1500 @ A2
ALL DISTANCES ARE IN METRES
0m 15m 30m 60m

SURVEYOR'S CERTIFICATE - Reg 54
I W M SCANLAN
hereby certify that this plan is accurate and is a correct representation of the -
(a) *survey, and/or
(b) *calculations from measurements;
[* delete if inapplicable]
undertaken for the purposes of this plan and that it complies with the relevant written law(s) in relation to which it is lodged.
2015.11.17 10:00:44 +08'00'
Licensed Surveyor Date

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

SURVEY FIRM
SCANLAN SURVEYS

LODGED
DATE 9-OCT-2015
FEE PAID $621.00
ASSESS No. 18207160

TYPE OF VALIDATION
FULL AUDIT
LEGAL COMPONENT RF
DOCKET TRIM
EXAMINED RF 26.11.2015
I.S.C.
F.S.C.

APPROVED BY WESTERN AUSTRALIAN PLANNING COMMISSION
FILE 148391
14-Dec-2015
Delegated Under S.16 P & D Act 2005 Date

IN ORDER FOR DEALINGS
SUBJECT TO Sections 70A and 129BA TLA
Section 195 and 196 LAA
Section 168(1)(2) P & D Act

15.12.2015
FOR INSPECTOR OF PLANS & SURVEYS / AUTHORIZED LAND OFFICER DATE

APPROVED
INSPECTOR OF PLANS & SURVEYS / AUTHORIZED LAND OFFICER DATE

Landgate
Western Australian Land Information Authority

DEPOSITED PLAN
402749
SHEET 1 OF 2
VERSION 2

INTERESTS AND NOTIFICATIONS

SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN	LAND BURDENED	BENEFIT TO	COMMENTS
	RESTRICITVE COVENANT	SEC 129BA OF THE TLA	DOC N204565	LOTS 54 - 58 INCL	SHIRE OF MUNDARING	BUILDING RESTRICTIONS
(E)	EASEMENT	SEC 195 & 196 OF THE LAA	DOC N204564	LOT 56	SHIRE OF MUNDARING & THE PUBLIC AT LARGE (IN FIRE EMERGENCY)	FIRE ACCESS AND FIRE EMERGENCY
	NOTIFICATION	SEC 70A OF THE TLA	DOC N204566	LOTS 54 - 58 INCL		FIRE MANAGEMENT PLAN

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SCANLAN SURVEYS PTY LTD
LICENSED SURVEYORS
P O BOX 429 MIDLAND 6936
PH: 08 9250 2261 FAX: 08 9274 6206
Email : bill@scanlansurveys.com.au
7371/14/2A LF

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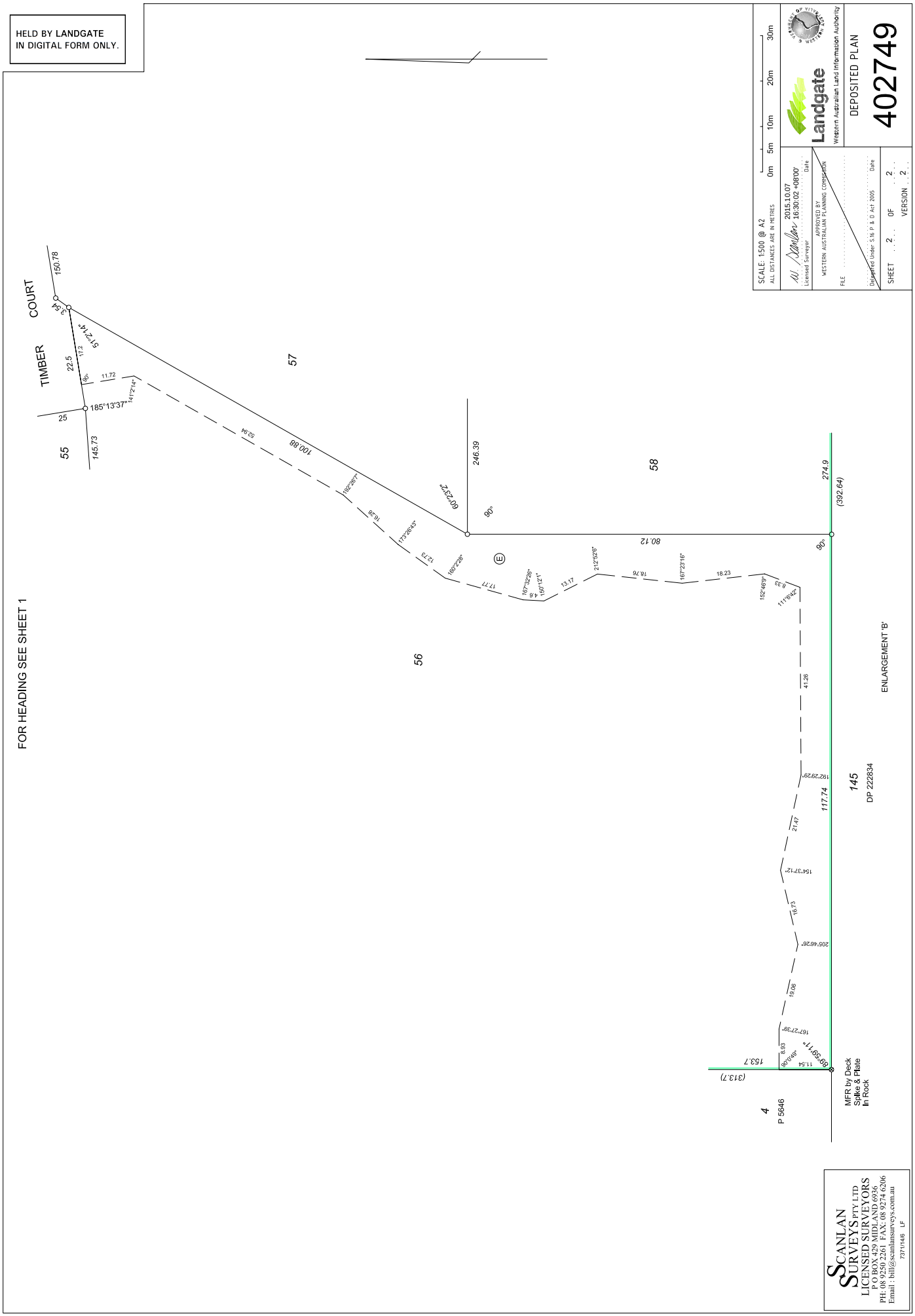

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Deposited Plan 402749

Lot	Certificate of Title	Lot Status	Part Lot
54	2887/195	Registered	
55	2887/196	Registered	
56	2887/197	Registered	
57	2887/198	Registered	
58	2887/199	Registered	
0	N/A	Retired	
0	N/A	Registered	

INSTRUCTIONS

1. If insufficient space in any section, Additional Sheet, Form B1, should be used with appropriate headings. The boxed sections should only contain the words "see page ..."
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.

NOTES

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

EXAMINED

OFFICE USE ONLY

N204566 NR

16 Dec 2015 14:00:11 Perth

NOTIFICATION

LODGED BY	McLeods
ADDRESS	220 - 222 Stirling Highway CLAREMONT WA 6010
PHONE No.	9383 3133
FAX No	9383 4935
REFERENCE No.	35471-15.01.13-MB-Notification
ISSUING BOX No.	346K

PREPARED BY	McLeods		
ADDRESS	220 - 222 Stirling Highway CLAREMONT WA 6010		
PHONE No.	9383 3133	FAX No.	9383 4935

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

4/4

TITLES, LEASES, DECLARATIONS ETC. LODGED HEREWITH

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

Received Items

Nos. 0

Receiving Clerk

Lodged pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.

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NOTIFICATION UNDER SECTION 70A

Executed by CHARLES RONALD COLLINS in the presence of:

Ronald Collins

Signature of Charles Ronald Collins

Witness Sign

MICHAEL STEADALL

Full Name of Witness

8 BORA VISTA RD, GREENMOUNT

Address

REAL ESTATE AGENT.

Occupation

The common seal of the SHIRE OF MUNDARING was hereunto affixed by authority of Council:

SHIRE OF MUNDARING COMMON SEAL VIAS TUTAS CUPIMUS

Chief Executive Officer (or his Delegate)

MARK Raymond Luzi

Print Full Name

Authorised Officer

Danielle COURTIN

Print Full Name

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FORM N 1

FORM APPROVED
NO. B2594

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

NOTIFICATION UNDER SECTION 70A

DESCRIPTION OF LAND (Note 1)	EXTENT	VOLUME	FOLIO
Lot 54 on Plan 402749	Whole		
Lot 55 on Plan 402749	Whole		
Lot 56 on Plan 402749	Whole		
Lot 57 on Plan 402749	Whole		
Lot 58 on Plan 402749	Whole		

REGISTERED PROPRIETOR (Note 2)

CHARLES RONALD COLLINS of Lot 3, Alice Road, Mount Helena, Western Australia

LOCAL GOVERNMENT / PUBLIC AUTHORITY (Note 3)

SHIRE OF MUNDARING

FACTOR AFFECTING USE OR ENJOYMENT OF LAND (Note 4)

Registered proprietors and prospective purchasers of the land described above or any part thereof (**land**) are notified that the land is subject to a fire management plan. The original plan was prepared prior to subdivision and any reviews of the plan should take into account current guidelines from the Department of Fire and Emergency Services. Further information and a copy of the fire management plan may be obtained from the offices of the local government.

Dated this 12 day of OCTOBER. Year 2015

LOCAL GOVERNMENT / PUBLIC AUTHORITY ATTESTATION (Note 5)	REGISTERED PROPRIETOR/S SIGN HERE (Note 6)
For Execution see Page 3	For Execution see Page 3

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Document Notes:

18/12/2015 16:25:41
Volume 2887 Folios 195-199 allocated to Lots 54-58 on Deposited Plan 402749.

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2. If insufficient space hereon Additional Sheet Form B1 should be used.
3. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
4. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.

NOTES

1. Insert document type.
2. A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of the witness must be stated.

OFFICE USE ONLY

N204565 RC

16 Dec 2015 14:00:11 Perth

LODGED BY	McLeods
ADDRESS	220 - 222 Stirling Highway CLAREMONT WA 6010
PHONE No.	9383 3133
FAX No	9383 4935
REFERENCE No.	35471-15.01.13-MB-RestrictiveCovenant
ISSUING BOX No.	346K

PREPARED BY	McLeods
ADDRESS	220 - 222 Stirling Highway CLAREMONT WA 6010
PHONE No.	9383 3133 FAX No. 9383 4935

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

3/4

TITLES, LEASES, DECLARATIONS ETC. LODGED HEREWITH

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

Received Items

Nos. 0

Receiving Clerk

Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.

EXAMINED

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EXECUTED by the parties as a Deed.

Executed by CHARLES RONALD COLLINS in the presence of

Witness Sign

MICHAEL STEADALL
Name of Witness

8 BOYA VISTA RD, GREENMOUNT
Address

REAL ESTATE AGENT.
Occupation

Ronald Collins
Signature of Charles Ronald Collins

The common seal of the SHIRE OF MUNDARING was hereunto affixed by authority of Council:

SHIRE OF MUNDARING
VIAS TUTAS CUPIMUS
COMMON SEAL

Chief Executive Officer
(or his Delegate)

MARK Raymond Lugi
Print Full Name

Authorised Officer

Danielle COURTIN
Print Full Name

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SCHEDULE

ITEM 1 **LAND BURDENED**

1. Lot 54 on Deposited Plan 402749 and being the whole of the land comprised in Certificate of Title Volume Folio ;

2. Lot 55 on Deposited Plan 402749 and being the whole of the land comprised in Certificate of Title Volume Folio ;

3. Lot 56 on Deposited Plan 402749 and being the whole of the land comprised in Certificate of Title Volume Folio ;

4. Lot 57 on Deposited Plan 402749 and being the whole of the land comprised in Certificate of Title Volume Folio ; and

5. Lot 58 on Deposited Plan 402749 and being the whole of the land comprised in Certificate of Title Volume Folio .

ITEM 2 **ENCUMBRANCES**

As to all Lots

Notification pursuant to Section 70A of the Transfer of Land Act 1893 as set out on Deposited Plan 402749.

As to Lot 56:

Easement pursuant to Sections 195 and 196 of the *Land Administration Act 1997* as set out on Deposited Plan 402749.

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3. **INTERPRETATION**

In this Deed:

Reference to the parties includes their personal representatives, successors and lawful assigns.

Where a reference to a party includes more than one person the rights and obligations of those persons shall be joint and several.

Headings have been inserted for guidance only and shall be deemed not to form part of the context.

The Schedule and Annexures (if any) form part of this Deed.

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E. The Approval was issued subject to a number of conditions including the following:

"8. A Restrictive Covenant, to the benefit of the local government, pursuant to section 129BA of the *Transfer of Land Act 1893* is to be placed on the certificate(s) of title of the proposed lot(s) advising of the existence of a restriction on the use of the land. Notice of this restriction is to be included on the diagram or plan of survey (deposited plan). The restrictive covenant is to state as follows:

"No development is to take place outside the defined building envelope(s), unless otherwise approved by the local government."

(**Condition 8**)

F. The Subdivider enters into this Deed to create, pursuant to s.129BA of the Transfer of Land Act 1893, the restrictive covenant required to comply with Condition 8 of the Approval.

OPERATIVE PART:

1. **SUBDIVIDER'S COVENANTS**

The Subdivider for himself and his successors in title with the intention of binding so far as is possible the Land Burdened in the hands of whoever it may come HEREBY COVENANTS with the Shire under and by virtue of the provisions of Section 129BA of the Transfer of Land Act 1893 for the benefit of the Shire not to carry out nor suffer to permit to be carried out any development on the Land Burdened other than within the approved building envelopes for the Land Burdened unless otherwise approved by the Shire.

2. **COSTS**

The Subdivider shall pay the costs of and incidental to the preparation, execution, stamping and registration of this Deed and all stamp duties and registration fees payable hereon.

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FORM B 2

FORM APPROVED
NO. B2891

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

BLANK INSTRUMENT FORM

Restrictive Covenant

(Note 1)

THIS RESTRICTIVE COVENANT is made the 12 day of octobeV 2015

B E T W E E N :

CHARLES RONALD COLLINS of Lot 3, Alice Road, Mount Helena, Western Australia (**Subdivider**)

A N D

SHIRE OF MUNDARING of 7000 Great Eastern Highway, Mundaring, Western Australia (**Shire**)

R E C I T A L S :

A. The Subdivider is registered as the proprietor of an estate in fee simple in the land described in Item 1 of the Schedule hereto (**Land Burdened**).

B. The Land Burdened is subject to the encumbrances noted in Item 2 of the Schedule hereto.

C. The Land Burdened is situated within the district of the Shire.

D. The Subdivider has sought and received from the Western Australian Planning Commission (**WAPC**) by Approval No. 148391 (**Approval**), approval to subdivide land to create the Land Burdened.

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