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 10 Parakeet Close
Suburb Mount Helena State WA Postcode 6082
Lot 35 Deposited/~~Survey/Strata/Diagram~~/Plan 408063 Whole / ~~Part~~ Vol 2926 Folio 461
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 Allanah Jayne Cosmetto
Address 10 Parakeet Close
Suburb Mount Helena State WA Postcode 6082

Name Alex Peter Norman Cosmetto
Address 10 Parakeet Close
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 Allanah Jayne Cosmetto

Date _____

Signature _____

Name Alex Peter Norman Cosmetto

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

10 Parakeet Close, 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.

Registered Builder

9.6 "Report" means the report performed in accordance with Appendix A of the Standard by a ~~Consultant~~. 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

10 Parakeet Close, 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
2926	**461**

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 35 ON DEPOSITED PLAN 408063

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

ALEX PETER NORMAN COSMETTO
ALLANAH JAYNE COSMETTO
BOTH OF 10 PARAKEET CLOSE MOUNT HELENA WA 6082
AS JOINT TENANTS

(T N764037) REGISTERED 14/11/2017

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

1. M017392 NOTIFICATION CONTAINS FACTORS AFFECTING THE WITHIN LAND. LODGED 13/8/2012.
2. N632567 NOTIFICATION CONTAINS FACTORS AFFECTING THE WITHIN LAND. LODGED 25/5/2017.
3. Q560070 MORTGAGE TO AUSTRALIA & NEW ZEALAND BANKING GROUP LTD REGISTERED 27/8/2025.

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:	DP408063
PREVIOUS TITLE:	2796-726
PROPERTY STREET ADDRESS:	10 PARAKEET CL, MOUNT HELENA.
LOCAL GOVERNMENT AUTHORITY:	SHIRE OF MUNDARING

LANDGATE COPY OF ORIGINAL NOT TO SCALE 22/09/2025 10:43 AM Request number: 68790297

Landgate
www.landgate.wa.gov.au

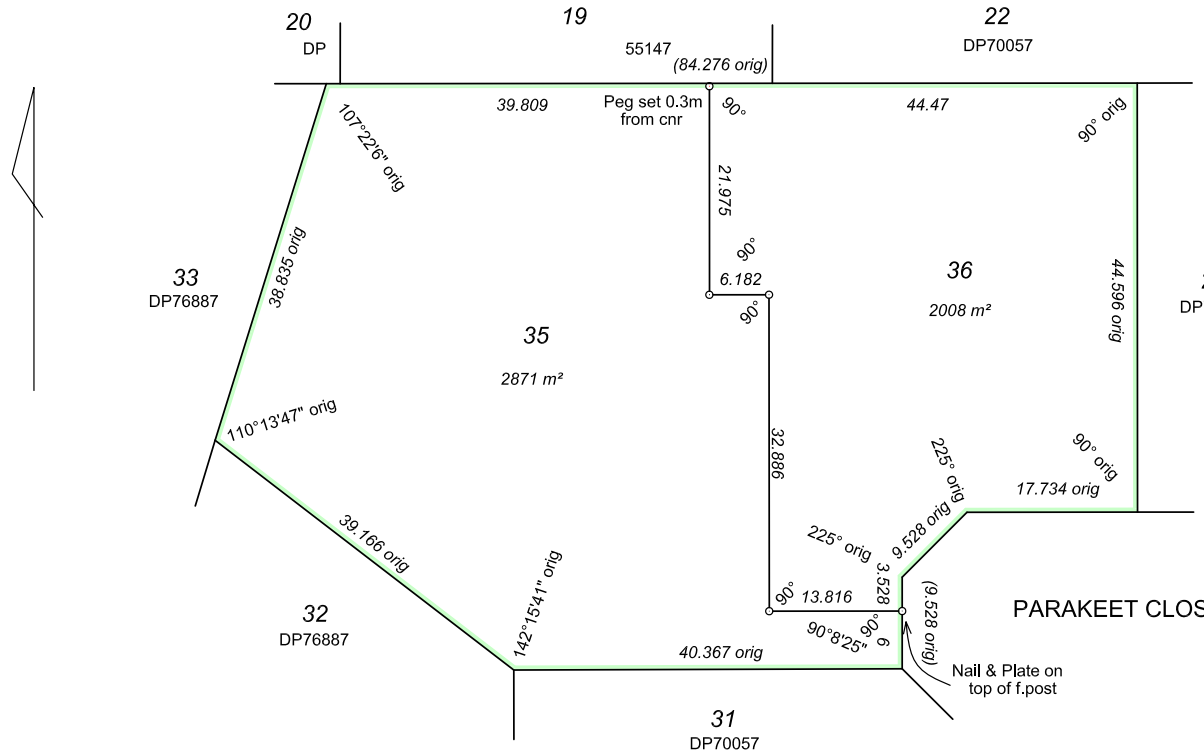
LANDGATE COPY OF ORIGINAL NOT TO SCALE 22/09/2025 10:43 AM Request number: 68790297
www.landgate.wa.gov.au

AMENDMENTS TABLE (PLAN GRAPHICS ONLY)			
VER.	AMENDMENT	AUTHORISED BY	DATE

HELD BY LANDGATE IN DIGITAL FORMAT ONLY

LIMITED IN DEPTH TO 60.96 METRES

SURVEY CARRIED OUT UNDER REG. 26A
SPECIAL SURVEY AREA GUIDELINES
SEE SURVEY SHEET FOR SURVEY INFORMATION



SURVEY FIRM

STATEWEST SURVEYS
LICENSED SURVEYORS
Our Ref 14858
P.O. Box 1377, Midland W.A. 6936
69 Great Northern Highway, Midland W.A. 6056
Telephone:(08)9274 3198
Email:statewest@statewest.net
Website:http://www.statewest.net

SPECIAL SURVEY AREA SUBDIVISION

SCALE 1:500 @ A3

ALL DISTANCES ARE IN METRES

0 5 10 20 30

INTERESTS AND NOTIFICATIONS

SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN	LAND BURDENED	BENEFIT TO	COMMENTS
	NOTIFICATION NOTIFICATION	SECTION 70A OF THE TLA SECTION 70A OF THE TLA	DOC N632567 DOC M17392	ALL LOTS ALL LOTS		No Reticulated Sewerage Fire Management Plan

TYPE FREEHOLD S.S.A. YES

PURPOSE SUBDIVISION

PLAN OF
LOTS 35 AND 36

FORMER TENURE
LOT 24 ON DP70071 C/T 2796/726

LOCAL AUTHORITY
SHIRE OF MUNDARING

LOCALITY MOUNT HELENA

D.O.L. FILE

FIELD RECORD 115951

SURVEYOR'S CERTIFICATE - REG 54

I, P. Incerti
hereby certify that this plan is accurate and is a correct representation of the -
(a) *survey; and/or
(b) *calculations from measurements recorded in the field records,
[* delete if inapplicable]
undertaken for the purposes of this plan and that it complies with the relevant written law(s) in relation to which it is lodged.

Date: 2017.03.14 10:32:47 +08'00'

LICENSED SURVEYOR DATE

LODGED

14-Mar-17	$411.50	179973
DATE	FEE PAID	ASSESS No.

I.S.C.

G.FONG EXAMINED 05-Apr-17
DATE

WESTERN AUSTRALIAN PLANNING COMMISSION
FILE 152563

07-Apr-2017
Delegated under S.16 P&D Act 2005 DATE

IN ORDER FOR DEALINGS
SUBJECT TO Sec 70A TLA

10-Apr-17
FOR INSPECTOR OF PLANS AND SURVEYS DATE

APPROVED Reg 26A (4)

3.5.2017
INSPECTOR OF PLANS AND SURVEYS DATE
(S. 18 Licensed Surveyors Act 1909)

GOVERNMENT OF WESTERN AUSTRALIA

Landgate

DEPOSITED PLAN
408063
SHEET 1 OF 1 SHEETS
(PLUS SURVEY SHEET)
VERSION 1

LANDGATE COPY OF ORIGINAL NOT TO SCALE 22/09/2025 10:43 AM Request number: 68790297
www.landgate.wa.gov.au

AMENDMENTS TABLE (SURVEY SHEETS ONLY)			
VER.	AMENDMENT	AUTHORISED BY	DATE

FOR SURVEY INFORMATION ONLY

SURVEY INFORMATION COMPRISES
ONE SURVEY SHEET

SURVEY CARRIED OUT UNDER REG 26A
SPECIAL SURVEY AREA GUIDELINES

ALL BEARINGS AND DISTANCES ON THIS SHEET ARE THE RESULT OF RIGOROUS ADJUSTMENTS CARRIED OUT ON FIELD OBSERVATIONS

SURVEYOR'S CERTIFICATE - REG 54

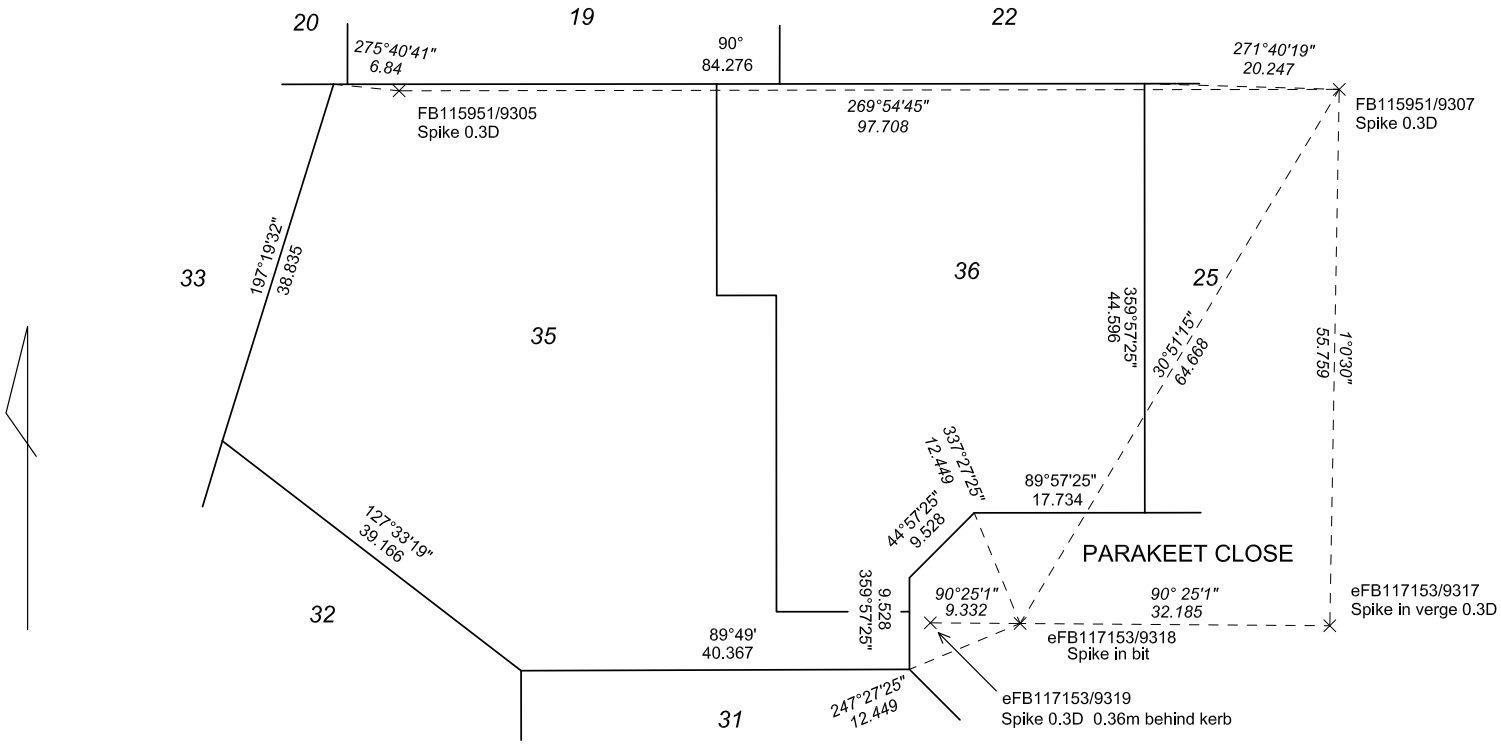
I, Paul Incerti
hereby certify that this plan is accurate and is a correct representation of the -
(a) *survey; and/or
(b) *calculations from measurements recorded in the field records,
[* delete if inapplicable]
undertaken for the purposes of this plan and that it complies with the relevant written law(s) in relation to which it is lodged.

SURVEYOR'S CERTIFICATE - REG 55E(d)

The marks shown on these plans of survey were in place on 18/06/16

Date: 2017.03.14 10:33:15 +08'00'

LICENSED SURVEYOR DATE



SURVEY SHEET PROCESSED
DATE: 19/06/2018 C.R.

SURVEY FIRM

STATEWEST SURVEYS
LICENSED SURVEYORS
Our Ref 14858

P.O. Box 1377, Midland W.A. 6936
69 Great Northern Highway, Midland W.A. 6056

Telephone:(08)9274 3198
Email:statewest@statewest.net
Website:http://www.statewest.net

SCALE 1:500 @ A3
ALL DISTANCES ARE IN METRES
0 5 10 20 30

HELD BY LANDGATE IN DIGITAL FORMAT ONLY

LEGEND

- Standard Survey Mark (SSM)
- Permanent Survey Mark (PSM)
- Permanent Control Mark (PCM)
- Temporary Control Mark (TCM)
- Peg unless stated otherwise
- Nail
- Nail and Plate
- Spike
- Drill Hole
- Deck Spike
- Deck Spike and Plate

GOVERNMENT OF WESTERN AUSTRALIA
Landgate

DEPOSITED PLAN
408063
SURVEY SHEET
VERSION 1

Deposited Plan 408063

Lot	Certificate of Title	Lot Status	Part Lot
35	2926/461	Registered	
36	2926/462	Registered	

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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

M 17392 NR
13 Aug 2012 12:28:52 Perth

REG $ 160.00

NOTIFICATION

LODGED BY	McLeods
ADDRESS	220 - 222 Stirling Highway CLAREMONT WA 6010
PHONE No.	9383 3133
FAX No	9385 2693
REFERENCE No.	31438 (31438-12.02.-NE-Notification) Andrea Baird / Fiona Grgich
ISSUING BOX No.	346K

PREPARED BY	McLeods		
ADDRESS	220 - 222 Stirling Highway CLAREMONT WA 6010		
PHONE No.	9383 3133	FAX No.	9385 2693

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

2/3

TITLES, LEASES, DECLARATIONS ETC. LODGED HEREWITH

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

Received Items

Nos. 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.

REGISTRAR OF TITLES

© 1999 Department of Land Administration, Western Australia & The Document Company Pty Ltd 051 763 565 tel: 9443 5389, fax: 9443 5390

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Landgate
www.landgate.wa.gov.au

NOTIFICATION UNDER SECTION 70A

Executed by John Edward Seymour Colley in the presence of

Signature of John Edward Seymour Colley

BMcCrudden
Witness Sign

Bryony McCrudden
Name of Witness

Glen Forrest Physio Shop 4/5
Address

Hardey rd Glen Forrest

Executed by Kathleen Vera Colley in the presence of

Signature of Kathleen Vera Colley

BMcCrudden
Witness Sign

Bryony McCrudden
Name of Witness

Glen Forrest Physiotherapy Shop 4/5
Address

Hardey Rd Glen Forrest

The Common Seal of Shire of Mundaring was hereunto affixed by authority of Council:

SHIRE OF MUNDARING COMMON SEAL VIAS TUTAS CUPIMUS

3576

Chief Executive Officer
(or his Delegate)

MARK Raymond Lugg
(Print Full Name)

Authorised Officer

THOMAS PASHLEY
(Print Full Name)

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FACTOR AFFECTING USE OR ENJOYMENT OF LAND (Note 4)

Registered proprietors of the land described above or any part thereof are notified that the use of the land is subject to the following:

1. A Fire Management Plan titled "Fire Management Plan Lot 223, William Road, Mount Helena" ("**Fire Management Plan**") has provisions which relate to the use and management of the land; and

2. The land may be subject to noise associated with the operation of existing dog kennels. It is recommended that habitable rooms be designed and constructed to minimise the potential noise levels.

Further information in respect of this matter is available from the offices of the Shire of Mundaring.

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Description of Land	Extent	Volume	Folio
Lot 9000 on Deposited Plan 70071	Whole	2796	726-734
Lot 24 on Deposited Plan 70071	Whole		
Lot 25 on Deposited Plan 70071	Whole		
Lot 26 on Deposited Plan 70071	Whole		
Lot 27 on Deposited Plan 70071	Whole		
Lot 28 on Deposited Plan 70071	Whole		
Lot 29 on Deposited Plan 70071	Whole		
Lot 30 on Deposited Plan 70071	Whole		
Lot 31 on Deposited Plan 70071	Whole		

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Landgate
www.landgate.wa.gov.au

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
See Page 3.			

REGISTERED PROPRIETOR (Note 2)

JOHN EDWARD SEYMOUR COLLEY and KATHLEEN VERA COLLEY formerly both of Lot 223 Williams Road, MOUNT HELENA but now both of 350 William Road, MOUNT HELENA WA 6082

LOCAL GOVERNMENT / PUBLIC AUTHORITY (Note 3)

SHIRE OF MUNDARING

FACTOR AFFECTING USE OR ENJOYMENT OF LAND (Note 4)

See Page 4.

Dated this 19 day of APRIL Year 2012

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

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INSTRUCTIONS

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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

N632567 NR

25 May 2017 16:08:43 Perth

NOTIFICATION

LODGED BY	McLeods
ADDRESS	220-222 Stirling Highway CLAREMONT WA 6010
PHONE No.	(08) 9383 3133
FAX No	(08) 9383 4935
REFERENCE No.	FG:MUND:39193
ISSUING BOX No.	346K

PREPARED BY	McLeods		
ADDRESS	220-222 Stirling Highway CLAREMONT WA 6010		
PHONE No.	(08) 9383 3133	FAX No.	(08) 9383 4935

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

TITLES, LEASES, DECLARATIONS ETC. LODGED HEREWITH

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

Received Items

Nos. 1

Receiving Clerk LM

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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The Common Seal of the **SHIRE OF MUNDARING** was hereunto affixed in the presence of:)

SHIRE OF MUNDARING COMMON SEAL VIAS TUTAS CUPIMUS

CHIEF EXECUTIVE OFFICER
(or their delegate)

Mark Raymond Luzi
(Print Full Name)

AUTHORISED OFFICER

Danielle Courtin
(Print Full Name)

Executed by **JOHN EDWARD SEYMOUR COLLEY** in the presence of:)

Signature of John Edward Seymour Colley

Witness Sign

Full Name of Witness
RICHARD GRENVILLE HARMER

Address
580 WILLIAMS RD

MT. HELENA

Occupation
RETIRED

Executed by **KATHLEEN VERA COLLEY** in the presence of:)

Signature of Kathleen Vera Colley

Witness Sign

RICHARD GRENVILLE HARMER
Full Name of Witness

Address
580 WILLIAMS RD

MT. HELENA.

Occupation
RETIRED

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FACTORS AFFECTING USE OR ENJOYMENT OF LAND

Registered proprietors and prospective purchasers of the land described above or any part thereof (**land**) are notified that the use of the land is subject to conditions of Western Australian Planning Commission subdivision approval No. 152563 dated 26 November 2015 which affect the use of the land in the following manner:

(a) this land is within a bushfire prone area as designated by an Order made by the Fire and Emergency Services Commissioner and may be subject to a Bushfire Management Plan. Additional planning and building requirements may apply to development on this land.

(b) a reticulated sewerage service is not available to the land.

Further information and a copy of the fire management plan may be obtained from the offices of the local government.

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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 35 on Deposited Plan 408063 Lot 36 on Deposited Plan 408063	Whole Whole		

REGISTERED PROPRIETOR (Note 2)

JOHN EDWARD SEYMOUR COLLEY and KATHLEEN VERA COLLEY both of 350 William Road, Mount Helena, Western Australia.

LOCAL GOVERNMENT / PUBLIC AUTHORITY (Note 3)

SHIRE OF MUNDARING

FACTOR AFFECTING USE OR ENJOYMENT OF LAND (Note 4)

(See Page 2)

Dated this 7 day of NOVEMBER Year 2016

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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Landgate
www.landgate.wa.gov.au

Our Ref FG:MUND:39193

Your Ref

McLEODS
BARRISTERS & SOLICITORS

Stirling Law Chambers
220 Stirling Highway
Claremont WA 6010
Tel (08) 9383 3133
Fax (08) 9383 4935
Email: mcleods@mcleods.com.au

25 May 2017

Registrar of Titles
Landgate
PO Box 2222
MIDLAND WA 6936

EV000463983 LTR

Dear Sir/Madam

Document N614242

We confirm we are the solicitors for the Shire of Mundaring and have been provided with a copy of the requisition notice issued in respect of the above dealing.

Please find **enclosed** the required section 70A Notification which is to follow document N614242.

We also **enclose** a cheque in the sum of $165.80 being the registration fee payable in respect of the section 70A Notification.

Please contact Fiona Grgich of this firm should you wish to discuss any of the above.

Yours faithfully

Fiona Grgich, Partner
For McLeods Solicitors, Solicitors for the Shire of Mundaring

Contact: Fiona Grgich
Email: fgrgich@mcleods.com.au

Enc. Executed section 70A Notification
Cheque

11_39193_009.docx

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