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 - 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.

4. The buyer is aware Wak Burner Ignition not working

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: 2780 Hidden Valley Road
Suburb: Parkerville State: WA Postcode: 6081
Lot: 48 Deposited/~~Survey/Strata/Diagram~~/Plan: 40033 Whole / ~~Part~~ Vol: 2560 Folio: 261
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.

2. The buyer is aware the pool light is not warranted by the seller

3. The buyer is aware the Solar Hot Water System has been decommissioned and superseded by the Instant Gas HWS.

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SPECIAL CONDITIONS - Continued

4. The buyer is aware Wok Burner Ignition not working.

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 Troy Robert Wray

Address 2780 Hidden Valley Road

Suburb Parkerville State WA Postcode 6081

Name

Address

Suburb State Postcode

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 Troy Robert Wray

Date _____

Signature _____

Name _____

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

2780 Hidden Valley Road, Parkerville WA 6081

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

2780 Hidden Valley Road, Parkerville WA 6081

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
2560	**261**

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 48 ON DEPOSITED PLAN 40033

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

TROY ROBERT WRAY OF UNIT 9, 296 THE STRAND, DIANELLA

(T I883355) REGISTERED 13/5/2004

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

1. H061556 NOTIFICATION CONTAINS FACTORS AFFECTING THE WITHIN LAND. LODGED 24/3/1999.
2. I850371 NOTIFICATION CONTAINS FACTORS AFFECTING THE WITHIN LAND. LODGED 13/4/2004.
3. I850372 NOTIFICATION CONTAINS FACTORS AFFECTING THE WITHIN LAND. LODGED 13/4/2004.

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:	DP40033
PREVIOUS TITLE:	2195-215
PROPERTY STREET ADDRESS:	2780 HIDDEN VALLEY RD, PARKERVILLE.
LOCAL GOVERNMENT AUTHORITY:	SHIRE OF MUNDARING

LANDGATE COPY OF ORIGINAL NOT TO SCALE 04/11/2026 02:02 PM Request number: 70610987

Landgate
www.landgate.wa.gov.au

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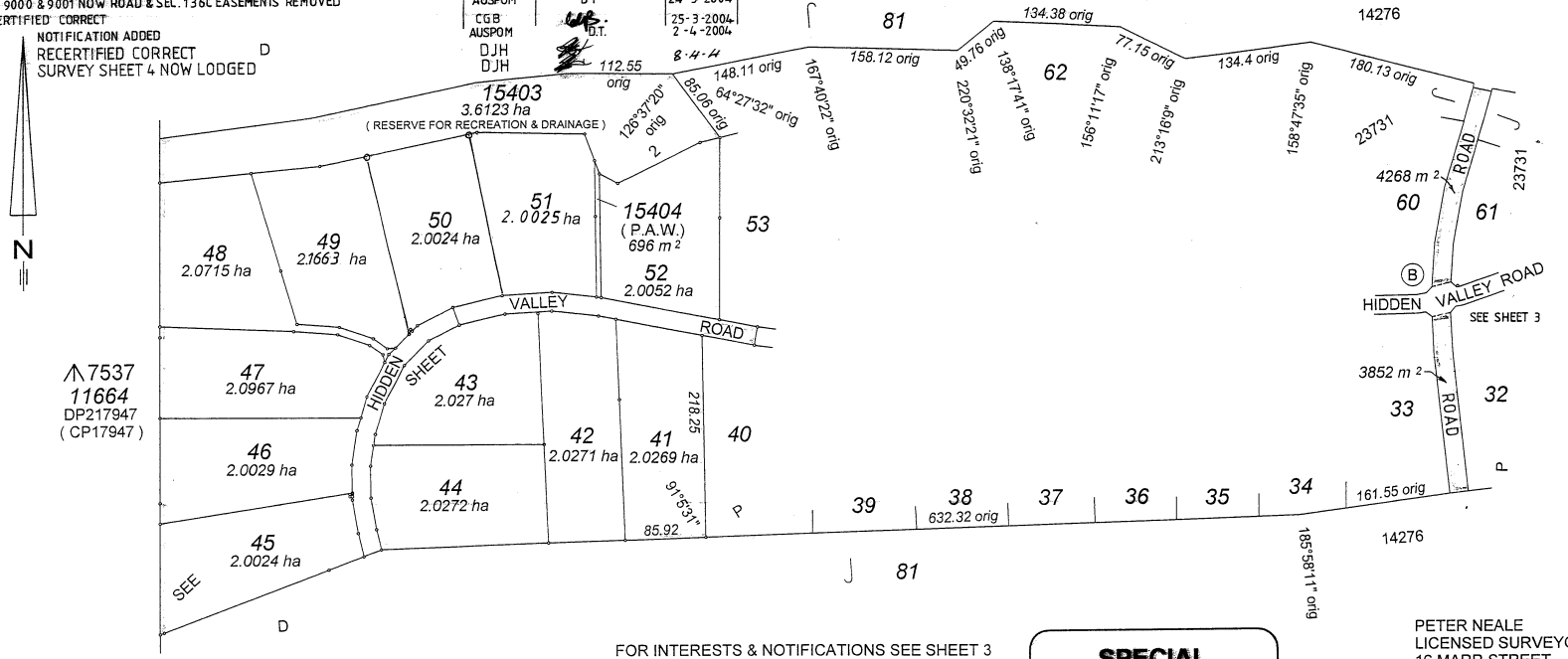
www.landgate.wa.gov.au

DP 40033 (01)

ED/VER.	AMENDMENT	BY	SIGNATURE	DATE
1/2	REMOVE ONE SEC. 70A NOTIFICATION, ADD THREE NEW SEC. 70A NOTIFICATIONS AND AMEND DIMENSIONS OF LOTS 49-51 RECERTIFIED CORRECT	AUSPOM	D.T.	2.3.2004
1/3	LOTS 9000 & 9001 NOW ROAD & SEC. 136C EASEMENTS REMOVED RE-CERTIFIED CORRECT	DJH DT AUSPOM		8·3·4 24-3-2004
1/4	NOTIFICATION ADDED RECERTIFIED CORRECT	CGB AUSPOM	D.T.	25-3-2004 2-4-2004
1/5	SURVEY SHEET 4 NOW LODGED	DJH DJH		8·4·4

SURVEY CARRIED OUT UNDER REG 26A SPECIAL SURVEY AREA GUIDELINES



FOR INTERESTS & NOTIFICATIONS SEE SHEET 3

FOR ENLARGEMENT AT (B) SEE SHEET 3

SPECIAL SURVEY AREA SUBDIVISION

PETER NEALE
LICENSED SURVEYOR
16 MARR STREET
MYAREE W.A. 6154
PH - (08) 93303680

TYPE FREEHOLD
PURPOSE SUBDIVISION

PLAN OF

LOTS 41 - 52 (INCL) ,
15403 , 15404 AND ROADS

SSA YES / ~~NO~~

DISTRICT SWAN
FILE
LOCAL AUTHORITY SHIRE OF MUNDARING
TOWNSITE
LOCALITY PARKERVILLE

FORMER TENURE: LOT 801 ON D97277 C/T 2195 - 215
ON INDEX: BG34 (10) 6.8
FIELD BOOK: 78630, 81722, 92517

APPROVED BY
WESTERN AUSTRALIAN PLANNING COMMISSION
FILE 118516
FOR CHAIRMAN
DATE 5-4-2004

SURVEY FIRM

SCALE: 1 : 5000
ALL DISTANCE ARE IN METRES
0 50 100 150 200

IN ORDER FOR DEALINGS
SUBJECT TO
Sec 295(5) LGA
Sec 20A TPDA

FOR INSPECTOR OF PLANS & SURVEYS AUTHORIZED LAND OFFICER DATE 8.4.4

APPROVED REG 26A (4)
APPROVED 13·4·04
INSPECTOR OF PLANS & SURVEYS AUTHORIZED LAND OFFICER DATE

Department of Land Information

SURVEYOR'S CERTIFICATE - Reg 54
I A. QUINN
hereby certify that this is a correct representation of the survey and / or calculations from measurements recorded in the field book lodged for the purposes of this plan and that it complies with the relevant written law(s) in relation to which it is lodged.
Licensed Surveyor 12.1.04 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

LODGED
DATE 14 · 1 · 04
FEE PAID $ 880
ASSESS No. 406249

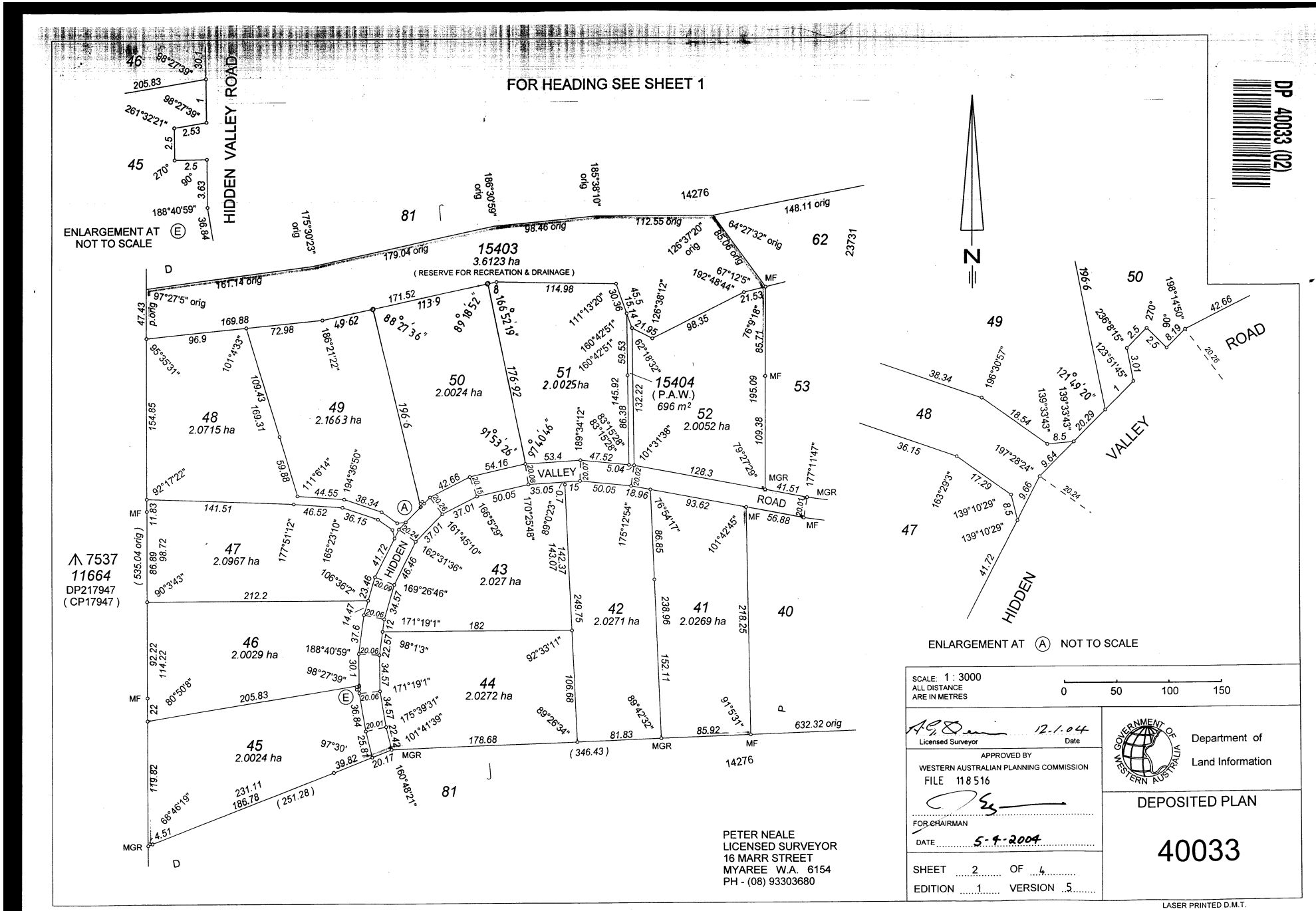
TYPE OF VALIDATION
FULL AUDIT
LEGAL COMPONENT
DOCKET 39283
CERTIFIED CORRECT 21.1.4
I.S.C.
F.S.C. 121/2004

DEPOSITED PLAN
40033

SHEET 1 OF 4
EDITION 1 VERSION 5

LASER PRINTED D.M.T.

LANDGATE COPY OF ORIGINAL NOT TO SCALE 04/11/2026 02:02 PM Request number: 70610987
www.landgate.wa.gov.au



DP 40033 (02)

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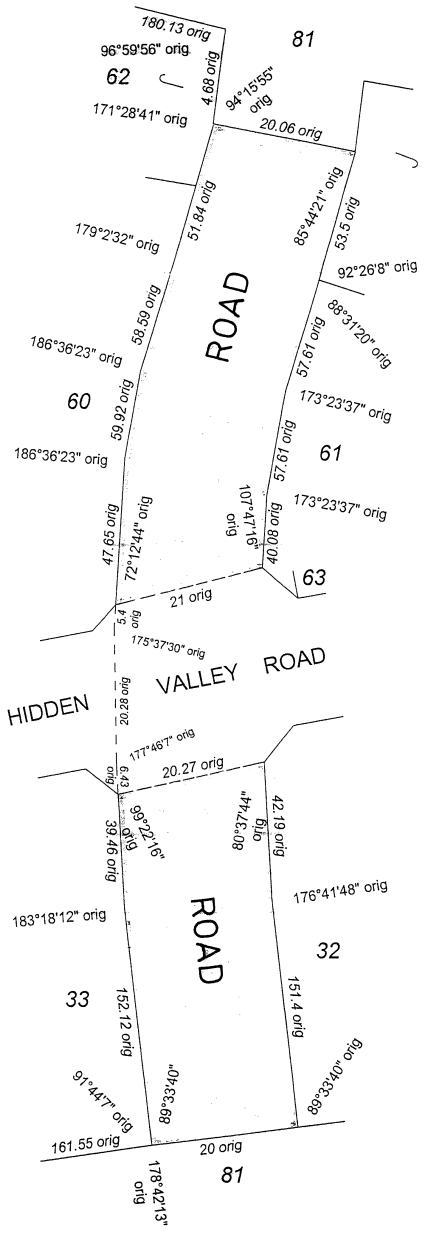
www.landgate.wa.gov.au

DP 40033 (03)

FOR HEADING SEE SHEET 1



ENLARGEMENT AT (B) NOT TO SCALE

INTERESTS & NOTIFICATIONS

SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN	LAND BURDENED	BENEFIT TO	COMMENTS
LOT 15403	RESERVE FOR RECREATION & DRAINAGE	VESTS IN CROWN UNDER SECT 20A OF T.P. & D. ACT	THIS PLAN			
LOT 15404	P . A . W .	VESTS IN CROWN UNDER SECT 20A OF T.P. & D. ACT	THIS PLAN			
	NOTIFICATION	SEC. 70A OF THE T.L.A.	DOC. I 850373	LOTS 41 - 46		SHIRE OF MUNDARING
	NOTIFICATION	SEC. 70A OF THE T.L.A.	DOC. I 850374	LOTS 41 & 42		"
	NOTIFICATION	SEC. 70A OF THE T.L.A.	DOC. I 850372	LOTS 41 - 52		"
	NOTIFICATION	SEC. 70A OF THE T.L.A.	DOC. I 850371	LOTS 45 - 48		"

N

PETER NEALE
LICENSED SURVEYOR
16 MARR STREET
MYAREE W.A. 6154
PH - (08) 93303680

SCALE: ALL DISTANCE ARE IN METRES — NOT TO SCALE

12.1.04
Licensed Surveyor — Date

APPROVED BY
WESTERN AUSTRALIAN PLANNING COMMISSION
FILE 118516

FOR CHAIRMAN
DATE 5-4-2004

SHEET 3 OF 4
EDITION 1 VERSION 5

Department of Land Information

DEPOSITED PLAN

40033

LASER PRINTED D.M.T.

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www.landgate.wa.gov.au

SURVEY CARRIED OUT UNDER REG 26A
SPECIAL SURVEY AREA GUIDELINES

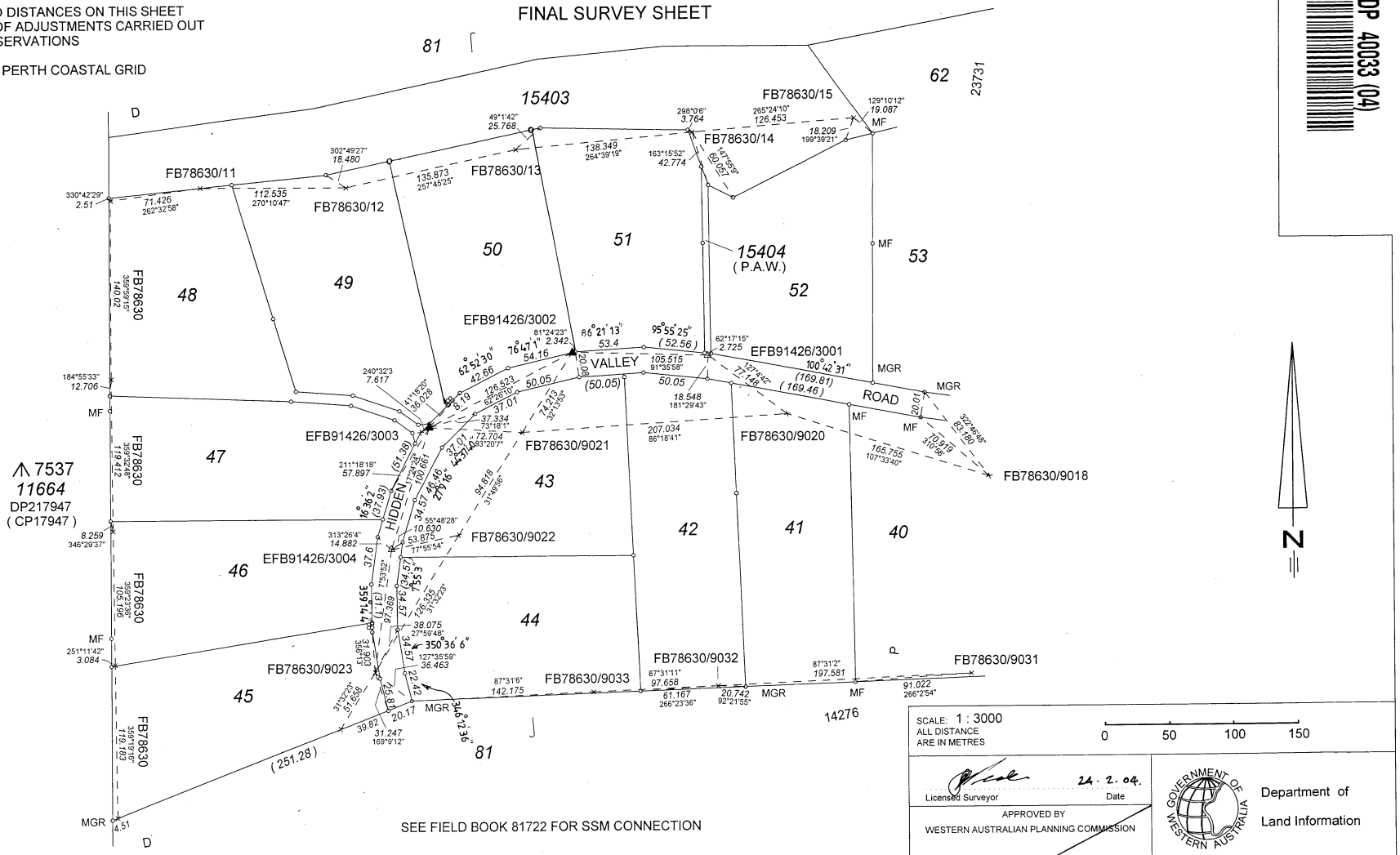
ALL BEARINGS AND DISTANCES ON THIS SHEET ARE THE RESULT OF ADJUSTMENTS CARRIED OUT ON RAW FIELD OBSERVATIONS

GRID DATUM IS PERTH COASTAL GRID

FOR HEADING SEE SHEET 1

SURVEY INFORMATION ONLY
FINAL SURVEY SHEET

DP 40033 (04)



△ Denotes Permanent Control Mark (Deck Spike in bitumen)

▲ Denotes Permanent Survey Mark (Spike in concrete)

× Denotes Spike

PETER NEALE
LICENSED SURVEYOR
16 MARR STREET
MYAREE W.A. 6154
PH - (08) 93303680

SCALE: 1 : 3000
ALL DISTANCE ARE IN METRES
0 50 100 150

24. 2. 04.
Licensed Surveyor Date

APPROVED BY
WESTERN AUSTRALIAN PLANNING COMMISSION

FOR CHAIRMAN

DATE

SHEET 4 OF 4
EDITION 1 VERSION 5

Department of Land Information

DEPOSITED PLAN

40033

LASER PRINTED D.M.T.

Deposited Plan 40033

Lot	Certificate of Title	Lot Status	Part Lot
41	2560/254	Registered	
42	2560/255	Registered	
43	2560/256	Registered	
44	2560/257	Registered	
45	2560/258	Registered	
46	2560/259	Registered	
47	2560/260	Registered	
48	2560/261	Registered	
49	2560/262	Registered	
50	2560/263	Registered	
51	2560/264	Registered	
52	2560/265	Registered	
9000	N/A	Retired	
9001	N/A	Retired	
15403	2560/266 (Cancelled)	Registered	
15403	LR3046/74	Registered	
15404	2560/267	Registered	
0	N/A	Registered	
0	N/A	Registered	

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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

NE103 Lo

H 61556 NR
24 Mar, 1999 13:31:56 Perth

REG. $ 64.00

NOTIFICATION

LODGED BY Mc LEOD & Co
ADDRESS 220 STIRLING HWY CLAREMONT 6010
PHONE No. 9 383 3133
FAX No 9 385 2693
REFERENCE No. CS 10439
ISSUING BOX No. 346

PREPARED BY Perth Settlement Services
ADDRESS 327 Canning Highway PALMYRA 6167
PHONE No. 9339 8944 FAX No. 9339 6080

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

TITLES, LEASES, DECLARATIONS ETC. LODGED HEREWITH

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

Received Items
Nos.
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.

LANDGATE COPY OF ORIGINAL NOT TO SCALE 04/11/2026 02:04 PM Request number: 70611003
Landgate
www.landgate.wa.gov.au

FORM N 1

FORM APPROVED
NO. B1531

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

NOTIFICATION UNDER SECTION 70A

DESCRIPTION OF LAND (Note 1)	EXTENT	VOLUME	FOLIO
Part Lot 81 on Diagram 14276 and Lot 2 on Diagram 25251	whole	1242	664

REGISTERED PROPRIETOR (Note 2)

The Public Trustee in and for the State of Western Australia of 565 Hay Street, Perth.

LOCAL GOVERNMENT / PUBLIC AUTHORITY (Note 3)

Shire of Mundaring of 7000 Great Eastern Highway, Mundaring.

FACTOR AFFECTING USE OR ENJOYMENT OF LAND (Note 4)

1. Shire of Mundaring Town Planning Scheme No. 3.
2. Shire of Mundaring Local Subdivision and Infrastructure Plan No. 259 together with the requirement for related developer contributions towards implementing that plan.
3. Compliance with the conditions imposed on the subdivsion approval granted for the subdivision reference 101602 in respect of the above described land to the satisfaction of the Western Australian Planning Commission and the Shire of Mundaring.

(Copies of 1 and 2 are available at the offices of the Shire of Mundaring.)

Dated this 23 day of March 19 99

LOCAL GOVERNMENT / PUBLIC AUTHORITY ATTESTATION (Note 5)	REGISTERED PROPRIETOR/S SIGN HERE (Note 6)
For execution – see page 3 of 4 pages.	For execution – see page 3 of 4 pages.

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FORM B 1

FORM APPROVED
NO. B1517

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

ADDITIONAL PAGE TO NOTIFICATION UNDER SECTION 70A

Dated

THE COMMON SEAL of the SHIRE OF
MUNDARING was hereunto affixed
In the presence of:

PRESIDENT

1836

CHIEF EXECUTIVE OFFICER

The Common Seal was hereunto
Affixed by JOHN WILMOT
(under a power of delegation by the
PUBLIC TRUSTEE in accordance with
Section 5 of the Public Trustee Act
1941) in the presence of:

THE COMMON SEAL OF THE PUBLIC TRUSTEE WESTERN AUSTRALIA

An officer in the State Public Service
Public Trust Office, Perth.

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Landgate
www.landgate.wa.gov.au

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 ..."
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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
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   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.
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3. LOCAL GOVERNMENT / PUBLIC AUTHORITY
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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

I 850371 NR
13 Apr, 2004 14:29:21 Perth

REG. $ 77.00

NOTIFICATION

LODGED BY	McLeods
ADDRESS	220 - 222 Stirling Highway CLAREMONT WA 6010
PHONE No.	9383 3133
FAX No	9385 2693
REFERENCE No.	M11 16508(16508-04.02.05-FG-Notification)
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.

TITLES, LEASES, DECLARATIONS ETC. LODGED HEREWITH

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

Received Items
Nos. 2/6
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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LANDGATE COPY OF ORIGINAL NOT TO SCALE 04/11/2026 02:04 PM Request number: 70611003

Landgate
www.landgate.wa.gov.au

NOTIFICATION UNDER SECTION 70A

THE COMMON SEAL of HIDDEN VALLEY (WA) PTY LTD (ACN 075 219 877) was hereunto affixed by authority of its Directors in the presence of:

HIDDEN VALLEY (WA) PTY LTD ACN 075 219 877 COMMON SEAL

SOLE
DIRECTOR

DIRECTOR/SECRETARY

THE COMMON SEAL of SHIRE OF MUNDARING was hereunto affixed by authority of Council:

CHIEF EXECUTIVE OFFICER
(or his delegate)

Authorised Officer

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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
Lots 45-48 (inclusive) on Deposited Plan 40033	Whole	2560	258 to 261

REGISTERED PROPRIETOR (Note 2)

HIDDEN VALLEY (WA) PTY LTD (ACN 075 219 877) of Suite 3, 192 Hampden Road, Nedlands.

LOCAL GOVERNMENT / PUBLIC AUTHORITY (Note 3)

SHIRE OF MUNDARING of 7000 Great Eastern Highway, Mundaring.

FACTOR AFFECTING USE OR ENJOYMENT OF LAND (Note 4)

Registered proprietors and prospective registered proprietors of the above described land ("the land") are notified that a strategic firebreak 6 metres in width with a 4 metre formed surface must be provided and maintained on that portion of the land which abuts the John Forrest National Park. Furthermore, owners of the land must implement stringent tree preservation provisions, special fencing measures and revegetation programmes in accordance with the landscape scheme to be submitted to and approved by the Shire of Mundaring's Executive Manager Statutory Services.

Dated this 3 day of March Year 2004

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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   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
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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

I 850372 NR
13 Apr, 2004 14:29:43 Perth

REG. $ 77.00

NOTIFICATION

LODGED BY	McLeods
ADDRESS	220 - 222 Stirling Highway CLAREMONT WA 6010
PHONE No.	9383 3133
FAX No	9385 2693
REFERENCE No.	M11 16508(16508-04.02.05-FG-Notification)
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.

TITLES, LEASES, DECLARATIONS ETC. LODGED HEREWITH

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

Received Items
Nos. 3/6
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 WESTERN AUSTRALIA

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NOTIFICATION UNDER SECTION 70A

THE COMMON SEAL of HIDDEN VALLEY (WA) PTY LTD (ACN 075 219 877) was hereunto affixed by authority of its Directors in the presence of:

HIDDEN VALLEY (WA) PTY LTD ACN 075 219 877 COMMON SEAL

SOLE
DIRECTOR

DIRECTOR/SECRETARY

THE COMMON SEAL of SHIRE OF MUNDARING was hereunto affixed by authority of Council:

CHIEF EXECUTIVE OFFICER
(or his delegate)

Authorised Officer

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Factors Affecting Use or Enjoyment of the Land.

Registered proprietors and prospective registered proprietors of the above described land are notified that the land is subject to Western Australian Planning Commission Subdivision Approval No. 118516 and conditions relating to subdivision approval 118516 affect the use of the land in the following manner:

1. Registered Proprietors of the land are responsible for the maintenance of strategic fire breaks and crash lock gates and are required to comply with the bush fire management plan approved for the land by the Shire ("the Bush Fire Management Plan").

2. The requirement to comply with the provisions of the Bush Fire Management Plan including the requirement to maintain the low fuel zones referred to in the Bush Fire Management Plan for a 20 metre wide area surrounding any built structure.

3. Stocking of animals on this land, being a well vegetated lot (identified in liaison with the Shire) is not permitted.

4. The use and management of the land is affected and controlled by the Shire's Town Planning Scheme No. 3.

5. Regular controlled burning in the adjacent John Forrest National Park to reduce the risk of bush fire.

6. No cat shall be kept on the land unless it is restrained in an enclosure so as to prevent its access to the John Forrest National Park.

Further information on the above can be obtained from the Shire of Mundaring and copies of the Bush Fire Management Plan, Town Planning Scheme No. 3 are available for inspection at the offices of the Shire of Mundaring

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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
Lots 41-52 (inclusive) on Deposited Plan 40033	Whole	2560	254 to 265

REGISTERED PROPRIETOR (Note 2)

HIDDEN VALLEY (WA) PTY LTD (ACN 075 219 877) of Suite 3, 192 Hampden Road, Nedlands.

LOCAL GOVERNMENT / PUBLIC AUTHORITY (Note 3)

SHIRE OF MUNDARING of 7000 Great Eastern Highway, Mundaring.

FACTOR AFFECTING USE OR ENJOYMENT OF LAND (Note 4)

(See Page 2)

Dated this 3 day of March Year 2004

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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