

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 - If the Purchase Price is \$750,000 or more, 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:
Address
Suburb State Postcode

As Agent for the Seller / ~~Buyer~~

THE BUYER

Name
Address
Suburb State Postcode
Name
Address
Suburb State Postcode

EMAIL: The Buyer consents to Notices being served at:

OFFERS TO PURCHASE the Land and Property Chattels set out in the Schedule ("Property") with vacant possession unless stated otherwise in the Special Conditions at the Purchase Price on the terms set out in the Schedule, the Conditions and Special Conditions as:

Sole owner Joint Tenants Tenants in Common specify the undivided shares

SCHEDULE

The **Property** at:
Address
Suburb State Postcode
Lot Deposited/~~Survey~~/~~Strata~~/~~Diagram~~/~~Plan~~ Whole / ~~Part~~ Vol Folio

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

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

Purchase Price

Settlement Date

Property Chattels including

GST WITHHOLDING

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

FINANCE CLAUSE IS APPLICABLE

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

FINANCE CLAUSE IS NOT APPLICABLE

Signature of the Buyer if Finance Clause IS NOT applicable

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

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CONDITIONS

1. SUBJECT TO FINANCE

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

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

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

- (a) The Buyer must:
- (1) immediately after the Contract Date make a Finance Application to a Lender or a Mortgage Broker using, if required by the Lender, the Property as security; and
 - (2) use all best endeavours in good faith to obtain Finance Approval.
- (b) If the Buyer does not comply with Clause 1.1(a) or 1.1(c)(1) then the Contract will not come to an end pursuant to clause 1.2 and the Buyer may not terminate the Contract under Clause 1.3. The rights of the Seller under this Clause 1.1 will not be affected if the Buyer does not comply with Clause 1.1.
- (c) The Buyer must immediately give to the Seller or Seller Agent:
- (1) an Approval Notice if the Buyer obtains Finance Approval; or
 - (2) a Non Approval Notice if the Finance Application is rejected;
- at any time while the Contract is in force and effect.

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

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

- (a) the Finance Application has been rejected; or
- (b) a Non Approval Notice, is given to the Seller or Seller Agent.

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

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

- (a) an Approval Notice; or
- (b) a Non Approval Notice;

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

1.4 Finance Approval: Approval Notice Given

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

- (a) Finance Approval has been obtained; or
 - (b) an Approval Notice has been given to the Seller or Seller Agent;
- then this Clause 1 is satisfied and this Contract is in full force and effect.

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

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

1.6 Buyer Must Keep Seller Informed: Evidence

- (a) If requested in writing by the Seller or Seller Agent the Buyer must:
- (1) advise the Seller or Seller Agent of the progress of the Finance Application; and
 - (2) provide evidence in writing of:
 - (i) the making of a Finance Application in accordance with Clause 1.1 (a) and of any loan offer made, or any rejection; and/or
 - (ii) in the case of any Finance Application made to a Mortgage Broker, any "preliminary assessment" of the suitability of the proposed credit contract provided to the Buyer by the Mortgage Broker pursuant to section 116 of the Credit Protection Act; and
 - (3) if applicable, advise the Seller or Seller Agent of the reasons for the Buyer not accepting any loan offer.
- (b) If the Buyer does not comply with the request within 2 Business Days then the Buyer authorises the Seller or Seller Agent to obtain from the Lender and/or Mortgage Broker the information referred to in Clause 1.6(a).

1.7 Right To Terminate

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

- (a) termination must be effected by written Notice to the other Party;
- (b) Clauses 23 and 24 of the 2022 General Conditions do not apply to the right to terminate;
- (c) upon termination the Deposit and any other monies paid by the Buyer must be repaid to the Buyer;
- (d) upon termination neither Party will have any action or claim against the other for breach of this Contract, except for a breach of Clause 1.1 by the Buyer.

1.8 Waiver

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

1.9 Definitions

In this Clause:

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

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

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

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

- (a) to a Lender to lend any monies payable under the Contract; or
- (b) to a Mortgage Broker to facilitate an application to a Lender.

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

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

Latest Time means:

- (a) the time and date referred to in the Schedule; or
- (b) if no date is nominated in the Schedule, then 4pm on the day falling 15 Business Days after the Contract Date.

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

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

Non Approval Notice means:

- (a) advice in writing given by the Buyer or a Lender to the Seller, or Seller Agent to the effect that the Finance Application has been rejected or Finance Approval has not been obtained; or
- (b) advice in writing from a Mortgage Broker to the Seller or Seller Agent to the effect that:
 - (1) (i) they have made inquiries about the Buyer's requirements and objectives under this Contract;
 - (ii) they have conducted a "preliminary assessment" pursuant to sections 116 and 117 of the Credit Protection Act of the suitability of the credit contract proposed for the Buyer arising from the Finance Application; and
 - (iii) they have assessed that proposed credit contract as being unsuitable for the Buyer; or
- (2) the Finance Application to a Lender has been rejected.

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

SPECIAL CONDITIONS

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

2. The Buyer is aware and accepts "P570660 NOTIFICATION", "P570661 NOTIFICATION" and "P570659 NOTIFICATION" on the Certificate of Title.

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

SPECIAL CONDITIONS - Continued

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

Signature		Date	
Signature		Date	

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

Name GRACY HOLDINGS PTY LTD

Address 345 Princess Road

Suburb Mount Helena **State** WA **Postcode** 6082

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	

RECEIPT OF DOCUMENTS

The Buyer acknowledges receipt of the following documents:

- This offer and acceptance
- Strata disclosure & attachments (if strata)
- 2022 General Conditions
- Certificate of Title
- Annexure of Changes to General Conditions (Form 198)

Signature	

RECEIPT OF DOCUMENTS

The Seller acknowledges receipt of the following documents:

- This offer and acceptance
- 2022 General Conditions
- Annexure of Changes to General Conditions (Form 198)

Signature	

CONVEYANCER (Legal Practitioner/Settlement Agent)

The Parties appoint their Representative below to act on their behalf and consent to Notices being served on that Representative's email address.

	BUYER'S REPRESENTATIVE	SELLER'S REPRESENTATIVE
Name		
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 Gracy Holdings Pty Ltd

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

365 Princess 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 within three (3) Business Days after the Date serve a Major Structural Defects Notice on the Seller, Seller Agent or Seller Representative giving the Seller five (5) Business Days to agree to remedy the Major Structural Defects.
5. If the Seller elects in writing to remedy the Major Structural Defects in the Major Structural Defects Notice then the Settlement Date will be delayed until the later of: (a) three (3) Business Days after the Seller's Work is completed as certified by the Seller's Builder and (b) the Settlement Date.
6. The Seller must do the Work expeditiously and in good and workmanlike manner through a Builder and provide evidence to the Buyer of completion of the Work.
7. If, prior to the Seller commencing Work, the Seller and Buyer wish to agree and do agree an amount to be paid by the Seller to the Buyer then the amount will be deducted from the Purchase Price at Settlement and the Seller will not undertake the Work.
8. If the Seller does not agree 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 Structural 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 **Registered Builder** ~~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

365 Princess 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

4036 666

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

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

BGRoberts
REGISTRAR OF TITLES



LAND DESCRIPTION:

LOT 305 ON DEPOSITED PLAN 422170

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

GRACY HOLDINGS PTY LTD OF 345 PRINCESS ROAD, MOUNT HELENA

(AF P570658) REGISTERED 31/5/2023

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

1. P570660 NOTIFICATION SECTION 165 PLANNING & DEVELOPMENT ACT 2005 LODGED 31/5/2023.
2. P570661 NOTIFICATION SECTION 165 PLANNING & DEVELOPMENT ACT 2005 LODGED 31/5/2023.
3. P570659 NOTIFICATION CONTAINS FACTORS AFFECTING THE WITHIN LAND. LODGED 31/5/2023.

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:

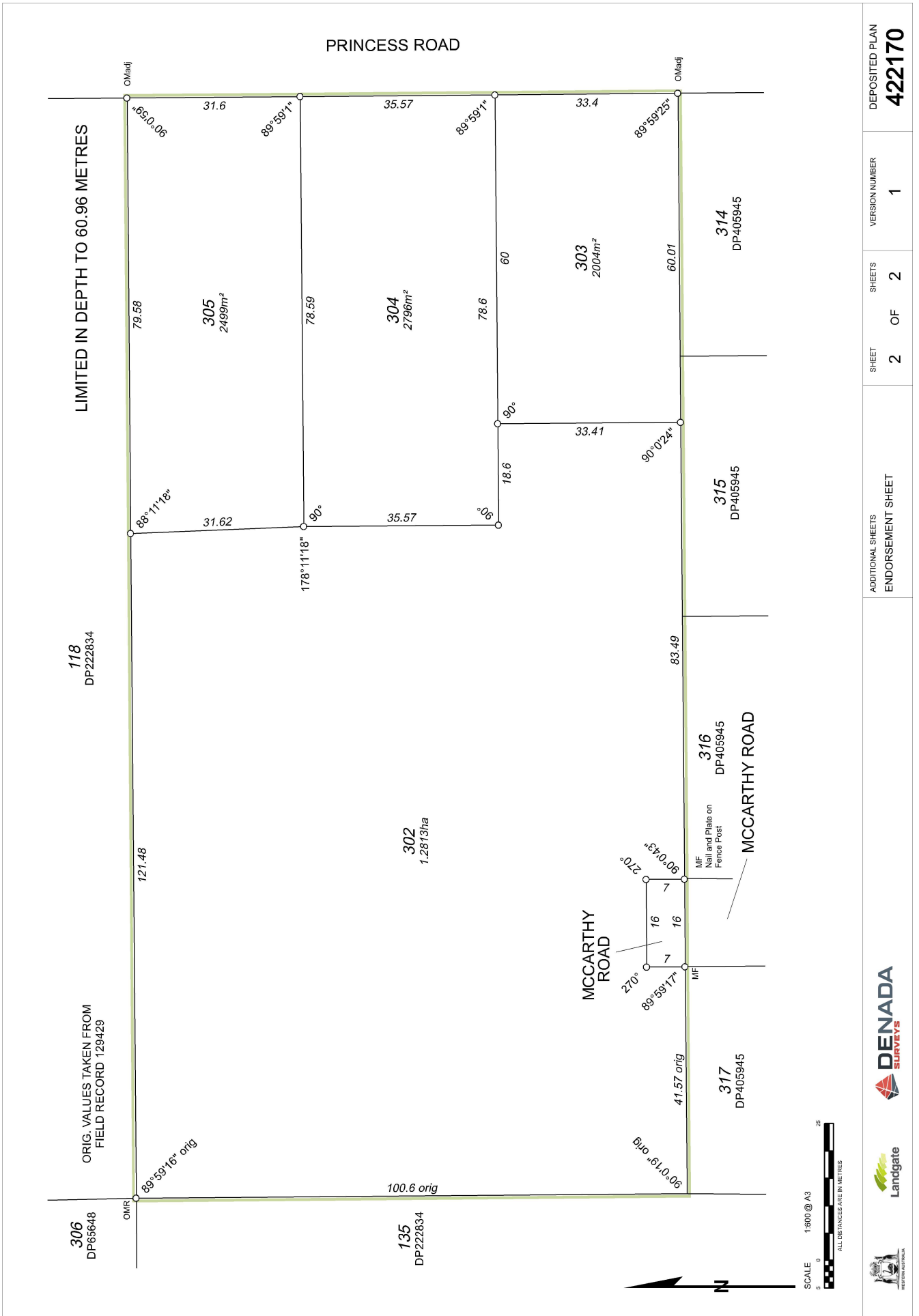
The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice.

SKETCH OF LAND: DP422170
PREVIOUS TITLE: 1609-579
PROPERTY STREET ADDRESS: 365 PRINCESS RD, MOUNT HELENA.
LOCAL GOVERNMENT AUTHORITY: SHIRE OF MUNDARING



Plan Information Tenure Type: Freshhold Plan Type: Deposited Plan Plan Purpose: Subdivision		Survey Details Survey Method: Conventional Survey Field Records: 155718 Declared as Special Survey Area: No		Former Tenure New Lot / Land: 302-305 Parent Plan Number: DP222834 Parent Lot Number: LOT 117 Title Reference: 1609-579 Parent Subject Land Description:																													
Plan Heading LOTS 302-305 AND ROAD		Survey Certificate - Regulation 54 I hereby certify that this plan is accurate and is a correct representation of the --- (a) survey and/or (b) measurements recorded in the field records, (c) (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.		New Memorials and Notifications <table border="1"> <thead> <tr> <th>Subject</th> <th>Purpose</th> <th>Statutory Reference</th> <th>Origin</th> <th>Land Burdened</th> <th>Benefit To</th> <th>Comments</th> </tr> </thead> <tbody> <tr> <td></td> <td>NOTIFICATION (Hazards or Other Factors)</td> <td>SEC. 185 OF THE P&D ACT 2005</td> <td>DOC P570660</td> <td>LOT(S) 302-305</td> <td></td> <td>BAL Rating</td> </tr> <tr> <td></td> <td>NOTIFICATION (Hazards or Other Factors)</td> <td>SEC. 185 OF THE P&D ACT 2005</td> <td>DOC P570661</td> <td>LOT(S) 302-305</td> <td></td> <td>Mosquito Warning</td> </tr> <tr> <td></td> <td>NOTIFICATION (Factors Affecting Use or Enjoyment of Land)</td> <td>SEC. 70A OF THE TLA 1893</td> <td>DOC P570659</td> <td>LOT(S) 302-305</td> <td></td> <td>No recalculated sewerage</td> </tr> </tbody> </table>		Subject	Purpose	Statutory Reference	Origin	Land Burdened	Benefit To	Comments		NOTIFICATION (Hazards or Other Factors)	SEC. 185 OF THE P&D ACT 2005	DOC P570660	LOT(S) 302-305		BAL Rating		NOTIFICATION (Hazards or Other Factors)	SEC. 185 OF THE P&D ACT 2005	DOC P570661	LOT(S) 302-305		Mosquito Warning		NOTIFICATION (Factors Affecting Use or Enjoyment of Land)	SEC. 70A OF THE TLA 1893	DOC P570659	LOT(S) 302-305		No recalculated sewerage
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	NOTIFICATION (Factors Affecting Use or Enjoyment of Land)	SEC. 70A OF THE TLA 1893	DOC P570659	LOT(S) 302-305		No recalculated sewerage																											
Local Government and Local Government Locality: MOUNT HELENA Local Government: SHIRE OF MUNDARING		Survey Organisation Name: DE NADA ENGINEERING AND LAND SURVEYS Address: BALCATTIA 6021 Phone: 08 93448885 Fax: 08 93448889 Email: solutions@denada.net.au Reference: 23024		Aaron P. Gibson Aaron P. Gibson 2023.04.19 10:02:52 +08'00' Licensed Surveyor																													
Planning Approval Planning Authority: Western Australian Planning Commission Reference: 160998		Roads New Road or Extension (Road Name Approval): Yes		Additional Sheets Endorsement Sheet: 1 OF 2 SHEETS Version Number: 1 Deposited Plan: 422170																													
Road Name MCCARTHY ROAD		Locality MOUNT HELENA		DENADA SURVEYS Landgate																													





ADDITIONAL SHEETS	ENDORSEMENT SHEET	
SHEET	2	OF 2
SHEETS	2	
VERSION NUMBER	1	
DEPOSITED PLAN	422170	

Lodgement and Examination

Lodgement Date 21/04/2023
Examination Date 21/04/2023

Western Australian Planning Commission

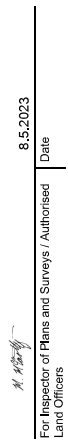
Planning Approval Yes
Reference 160998


01-May-2023

Delegate under S. 16 P&D Act 2005 Date

In Order For Dealings

Subject To
• Section 168(1)(2) of the P&D Act
• Section 165 of the P&D Act 2005
• Section 70A of the TLA 1893


8.5.2023 Date
For Inspector of Plans and Surveys / Authorised Land Officers

Plan Approved


31.5.2023 Date
Inspector of Plans and Surveys / Authorised Land Officer



ENDORSEMENT SHEET

VERSION NUMBER

1

DEPOSITED PLAN
422170



Deposited Plan 422170

<u>Lot</u>	<u>Certificate of Title</u>	<u>Lot Status</u>	<u>Part Lot</u>
302	4036/663	Registered	
303	4036/664	Registered	
304	4036/665	Registered	
305	4036/666	Registered	
0	N/A	Registered	





P570659 NR
31 May 2023 13:30:53 Midland



Notification

Approved form 2017-98207 Reg 3 of the Transfer of Land Regulations 2004

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Jurisdiction

State of Western Australia

Legislation

Transfer of Land Act 1893

Lodging party details

Name *Anne Lynch Conveyancing*
 Address *PO Box 189, Mundaring WA 6073*
 Issuing box *999*
 Phone *08 9572 2200*
 Fax
 Email
 Reference *2023/1820*

Preparer details

Name AARON GIBSON
 Phone 0893448885
 Reference 20234 70a

Notification details

Act Transfer of Land Act 1893
 Section 70A

Factor affecting use or enjoyment of land No reticulated sewerage service is available to the lot(s).

Land / Interest

Title(volume-folio)	Extent	Land description	Interest
	Whole	LOT 302 ON DEPOSITED PLAN 422170	FEE SIMPLE
	Whole	LOT 303 ON DEPOSITED PLAN 422170	FEE SIMPLE
	Whole	LOT 304 ON DEPOSITED PLAN 422170	FEE SIMPLE
	Whole	LOT 305 ON DEPOSITED PLAN 422170	FEE SIMPLE

Registered proprietor(s)(Land)

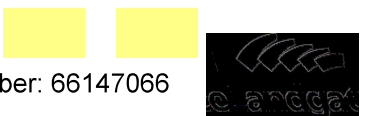
GRACY HOLDINGS PTY LTD (ABN 54434645533) OF 345 PRINCESS ROAD MOUNT HELENA WA 6082

Authorising party

SHIRE OF MUNDARING OF 7000 GREAT EASTERN HIGHWAY MUNDARING WA 6073


Execution date


5 August 2022



Registered proprietor(s)(Land) execution

Executed by GRACY HOLDINGS PTY LTD (ABN 54434645533)

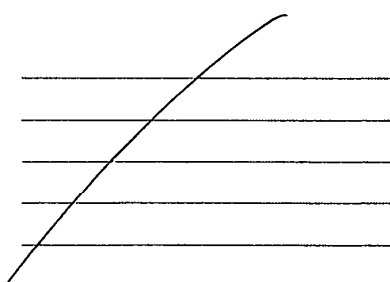
Signature 
Signer name TRACY JOY COCKERTON
Signer designation DIRECTOR

Signature 
Signer name GEOFFREY TERENCE BRIAN COCKERTON
Signer designation DIRECTOR

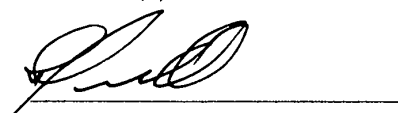
Authorising party execution

Witness must be an adult person. The witness must state their full name, address and occupation.

Executed on behalf of SHIRE OF MUNDARING under authority of the LOCAL GOVERNMENT ACT 1995 PURSUANT TO SECTION 9.49A(4)

Witness signature 
Witness full name _____
Witness address _____

Witness occupation _____
Witness phone _____


Signature 
Signer name JONATHAN THROSSELL
Signer organisation SHIRE OF MUNDARING
Signer designation CHIEF EXECUTIVE OFFICER



OFFICE USE ONLY

P570660 NO

31 May 2023 13:30:53 Midland



NOTIFICATION

LODGED BY *Anne Lynch Conveyancing*

ADDRESS *PO Box 189, Mundaring WA 6013*

PHONE NO. *08 9572 2200*

FAX NO.

REFERENCE NO. *2023/1820*

ISSUING BOX NO. *999*

PREPARED BY STATEWEST PLANNING

ADDRESS PO BOX 1377
MIDLAND WA 6936

PHONE NO. 08 9274 1363 FAX NO.

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

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1.	_____	Received items
2.	_____	Nos.
3.	_____	0
4.	_____	
5.	_____	
6.	_____	Receiving Clerk <i>[Signature]</i>

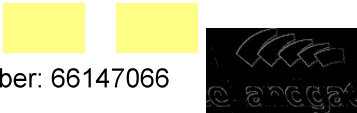
ENDORISING INSTRUCTIONS

EXAMINED

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 Book

Initials of signing officer

REGISTRAR OF TITLES



TO REGISTRAR OF TITLES
REGISTRAR OF DEEDS AND TRANSFERS

NOTIFICATION

PLANNING AND DEVELOPMENT ACT 2005

THE LAND SET OUT IN THE
SCHEDULE IS LAND TO WHICH SECTION 165 OF
THE PLANNING AND DEVELOPMENT ACT 2005 APPLIES

SCHEDULE

DESCRIPTION OF LAND	EXTENT	VOLUME	FOLIO
LOT(S) 302-305 ON DEPOSITED PLAN 422170	WHOLE		

REGISTERED PROPRIETOR OF LAND

GRACY HOLDINGS PTY LTD OF 345 PRINCESS ROAD, MOUNT HELENA 6082

HAZARDS OR OTHER FACTORS SERIOUSLY AFFECTING THE LAND

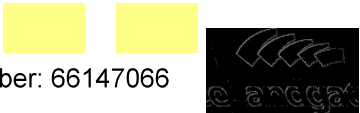
THIS LAND IS WITHIN A BUSHFIRE PRONE AREA AS DESIGNATED BY AN ORDER MADE BY THE FIRE AND EMERGENCY SERVICES COMMISSIONER AND MAY BE SUBJECT TO A BUSHFIRE MANAGEMENT PLAN. ADDITIONAL PLANNING AND BUILDING REQUIREMENTS MAY APPLY TO DEVELOPMENT ON THIS LAND.

Dated this 5th day of August 20 22

Western Australian Planning Commission

[Handwritten Signature]
Senior Planning Administration Officer
Under authority delegated pursuant to s.16
of the Planning & Development Act 2005

For: WESTERN AUSTRALIAN PLANNING COMMISSION



OFFICE USE ONLY

P570661 NO

31 May 2023 13:30:53 Midland



NOTIFICATION

LODGED BY *Anne Lynch Conveyancing*

ADDRESS *PO Box 189, Mundaring WA 6073*

PHONE NO. *08 949 9572 2200*

FAX NO.

REFERENCE NO. *2023/1820*

ISSUING BOX NO. *999*

PREPARED BY STATEWEST PLANNING

ADDRESS PO BOX 1377
MIDLAND WA 6936

PHONE NO. 08 9274 1363 FAX NO.

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

TITLES, LEASES, DECLARATIONS ETC LODGED HERewith

1.	<hr/>	Received items
2.	<hr/>	Nos.
3.	<hr/>	0
4.	<hr/>	
5.	<hr/>	
6.	<hr/>	Receiving Clerk <i>[Signature]</i>

ENDORSING INSTRUCTIONS

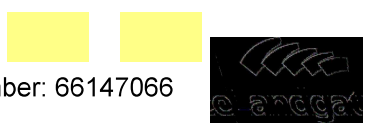
EXAMINED

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 Book

Initials of signing officer

MIDLAND REGISTERED OFFICE
100-102, 104, 106, 108, 110, 112, 114, 116, 118, 120, 122, 124, 126, 128, 130, 132, 134, 136, 138, 140, 142, 144, 146, 148, 150, 152, 154, 156, 158, 160, 162, 164, 166, 168, 170, 172, 174, 176, 178, 180, 182, 184, 186, 188, 190, 192, 194, 196, 198, 200

REGISTRAR OF TITLES



Form Approval 83582

WESTERN AUSTRALIAN PLANNING COMMISSION
FILE No. 160998

TO REGISTRAR OF TITLES
REGISTRAR OF DEEDS AND TRANSFERS

NOTIFICATION

PLANNING AND DEVELOPMENT ACT 2005

THE LAND SET OUT IN THE
SCHEDULE IS LAND TO WHICH SECTION 165 OF
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DESCRIPTION OF LAND	EXTENT	VOLUME	FOLIO
LOT(S) 302-305 ON DEPOSITED PLAN 422170	WHOLE		

REGISTERED PROPRIETOR OF LAND

GRACY HOLDINGS PTY LTD OF 345 PRINCESS ROAD, MOUNT HELENA 6082

HAZARDS OR OTHER FACTORS SERIOUSLY AFFECTING THE LAND

THIS LOT IS IN CLOSE PROXIMITY TO KNOWN MOSQUITO BREEDING AREAS. THE PREDOMINANT MOSQUITO SPECIES IS KNOWN TO CARRY VIRUSES AND OTHER DISEASES.

Dated this 5th day of August 20 22

Western Australian Planning Commission

Jenny - Jennifer Th

Senior Planning Administration Officer
Under authority delegated pursuant to s.16
of the Planning & Development Act 2005

For: WESTERN AUSTRALIAN PLANNING COMMISSION

