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 57 Lovett Drive
Suburb Forrestfield State WA Postcode 6058
Lot 6 ~~Deposited~~/Survey/Strata/~~Diagram~~/Plan 75466 Whole / ~~Part~~ Vol 2931 Folio 632
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	Gabriela Derecki				
Address	57 Lovett Drive				
Suburb	Forrestfield	State	WA	Postcode	6058
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 Gabriela Derecki

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

57 Lovett Drive, Forrestfield WA 6058

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

57 Lovett Drive, Forrestfield WA 6058

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
2931	**632**

RECORD OF CERTIFICATE OF TITLE

UNDER THE TRANSFER OF LAND ACT 1893 AND THE

STRATA TITLES ACT OF 1985

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 6 ON SURVEY-STRATA PLAN 75466
TOGETHER WITH A SHARE IN COMMON PROPERTY (IF ANY) AS SET OUT ON THE SURVEY-STRATA PLAN

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

WILLIAM BOLESLAW DERECKI
GABRIELA DERECKI
BOTH OF 57 LOVETT DRIVE FORRESTFIELD WA 6058
AS JOINT TENANTS

(T O461977) REGISTERED 3/8/2020

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

1. INTERESTS NOTIFIED ON THE SURVEY-STRATA PLAN AND ANY AMENDMENTS TO LOTS OR COMMON PROPERTY NOTIFIED THEREON BY VIRTUE OF THE PROVISIONS OF THE STRATA TITLES ACT OF 1985 AS AMENDED.
2. N672510 NOTIFICATION SECTION 165 PLANNING & DEVELOPMENT ACT 2005 LODGED 11/8/2017.
3. N672511 NOTIFICATION CONTAINS FACTORS AFFECTING THE WITHIN LAND. LODGED 11/8/2017.
4. EASEMENT BENEFIT CREATED UNDER SECTION 136C T.L.A. FOR UNDERGROUND ELECTRICITY PURPOSES - SEE SURVEY-STRATA PLAN 75466
5. O617547 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA REGISTERED 20/1/2021.

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.

----------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:	SP75466
PREVIOUS TITLE:	2922-702
PROPERTY STREET ADDRESS:	57 LOVETT DR, FORRESTFIELD.

END OF PAGE 1 - CONTINUED OVER

LANDGATE COPY OF ORIGINAL NOT TO SCALE 06/05/2026 12:41 PM Request number: 69791819

Landgate
www.landgate.wa.gov.au

LOCAL GOVERNMENT AUTHORITY: CITY OF KALAMUNDA

LANDGATE COPY OF ORIGINAL NOT TO SCALE 06/05/2026 12:41 PM Request number: 69791819

Landgate
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Precontractual Disclosure Statement to the Buyer

Part A | General Information about strata titles schemes

What you need to know

This information applies to a lot in a strata scheme or survey-strata scheme (scheme), which is subject to the *Strata Titles Act 1985* (the Act). Section 156 of the Act sets out that the seller of a strata lot or survey-strata lot (lot) must give the buyer certain information before the buyer signs the contract of sale.

Instruction for the seller

The seller must give the information incorporated in this document to a buyer before the buyer signs a contract for the sale and purchase of a lot in a scheme. Failure to do so may give the buyer the right to avoid the contract and/or delay the proposed settlement date.

Information for the buyer

The buyer should keep this document including any attachments in a safe place as it contains important information which might be needed at a later date.

It is strongly recommended that the buyer read all the information provided by the seller before signing the contract. The buyer should consider obtaining independent professional legal advice before signing the contract.

There are different rights, restrictions and obligations that apply in relation to a lot in a scheme than those that apply to a 'green title' lot. Those rights, restrictions and obligations can be found in the Act, the *Strata Titles (General) Regulations 2019* (regulations), scheme by-laws, the certificate of title, the strata / survey-strata plan for the lot and, if the scheme is a leasehold scheme, the strata lease for the lot. Your right to deal with the lot and to use the common property is restricted by these, as well as by any resolutions and decisions made by the strata company. You will not be able to build on the lot or make any alterations to (including removal of) a building on the lot without the approval of the strata company, except in certain circumstances.

As an owner of a lot, you will also have a share in any common property in the scheme. You will be a member of the strata company, along with all of the other lot owners, and have a right to participate in managing the scheme.

Each lot owner has to abide by the rules of the strata company, known as by-laws. By-laws can be different for each strata scheme and you should understand which by-laws apply to your scheme. The seller must give you the current by-laws before you sign the contract for sale. A strata company can make, amend or repeal by-laws by voting on them, and registering them with the Registrar of Titles at Landgate within 3 months.

As the owner of a lot, you will be liable to pay a strata levy or contribution to the strata company for expenses including for maintenance, repair and insurance of the common property unless the lot is in a scheme of 2 to 5 lots which may be exempt from these requirements. Be aware that if the unpaid amounts for the lot are not paid by the seller before you complete the purchase (settle), you as the new owner will have to pay the strata company these unpaid amounts.

As part of this disclosure you must receive the strata or survey-strata plan (the plan) which includes the lot you are proposing to buy. This plan will show all of the lots and the common property in the scheme. The common property is all the land within the scheme boundary that is not a lot. In a strata plan each lot is clearly identified, but the common property is not; it is everything that is not a lot. In comparison, in a survey-strata plan common property areas are clearly identified as common property. It is important to understand what is your lot, as you will be responsible for repairing and maintaining it, whereas the strata company will generally be responsible for the common property, unless there are by-laws which set out something different.

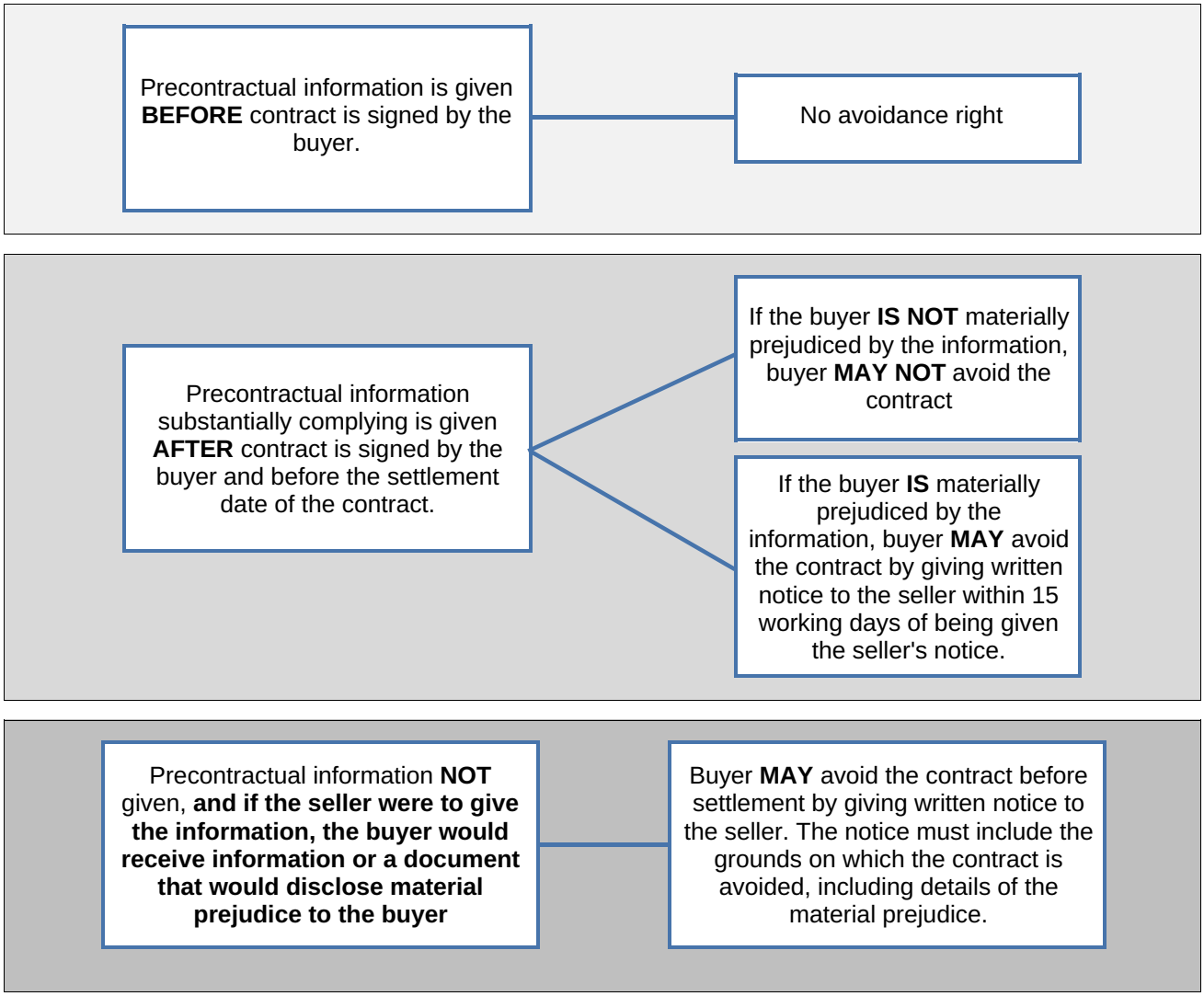
A buyer may consider seeking more information about the lot, the strata company and the strata / survey-strata scheme by asking the seller to provide it, or by making an application to the strata company for more information under section 107 of the Act.

The buyer should consider reading Landgate's publication *A Guide to Strata Titles* as this provides extra information about schemes.

Buyer's avoidance and other rights

Avoidance for failure to give precontractual information to the buyer

The buyer's right to avoid the contract for precontractual information is as follows:



Avoidance rights for notifiable variations

After the buyer has signed the contract, it is possible a particular type of event known as a type 1 or type 2 notifiable variation may occur. If this happens, the seller must provide written notice of the variation to the buyer before the proposed settlement date.

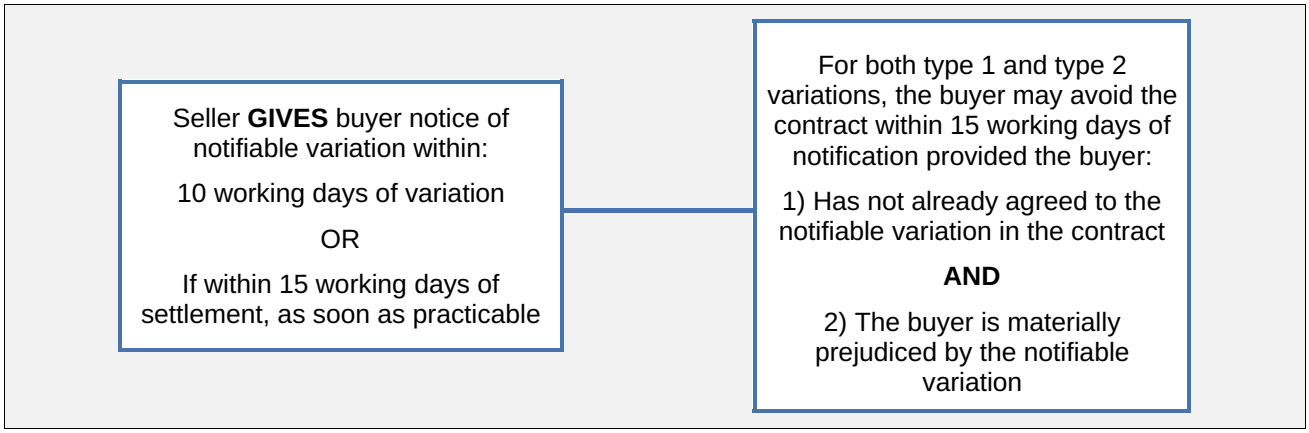
Type 1 and Type 2 notifiable variations are as follows:

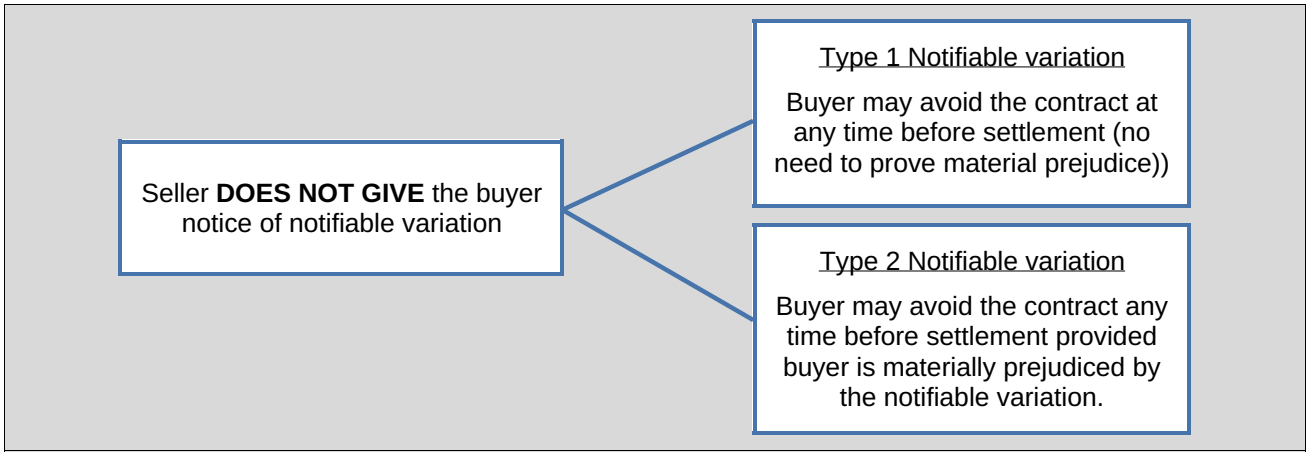
Type 1 Notifiable Variation	Type 2 Notifiable Variation
• The area or size of the lot/proposed lot is reduced by 5% or more from the area or size notified to the buyer before the buyer entered into the contract. • The proportion that the unit entitlement, or a reasonable estimate of the unit entitlement of the lot bears to the sum of the unit entitlements of all the lots is increased/decreased by 5% or more in comparison to that which was notified to the buyer before the buyer entered into the contract. • Anything relating to a proposal for the termination of the strata titles scheme is served on the seller by the strata company. • Any other event classified by the regulations as a type 1 notifiable variation.	• The current/proposed scheme plan or amendment of the scheme plan for the scheme is modified in a way that affects the lot or the common property (that is not a type 1 notifiable variation). • The current/proposed schedule of unit entitlements or amendment of the schedule of unit entitlements for the scheme is modified in a way that affects the lot (that is not a type 1 variation). • The strata company or a scheme developer- (i) enters into a contract for the provision of services or amenities to the strata company or to members of the strata company or a contract that is otherwise likely to affect the rights of the buyer; OR (ii) varies an existing contract of that kind in a way that is likely to affect the rights of the buyer • The current/proposed scheme by-laws are modified. • A lease, licence, right or privilege over the common property in the strata titles scheme is granted or varied. • Any other event classified by the regulations as a type 2 notifiable variation.

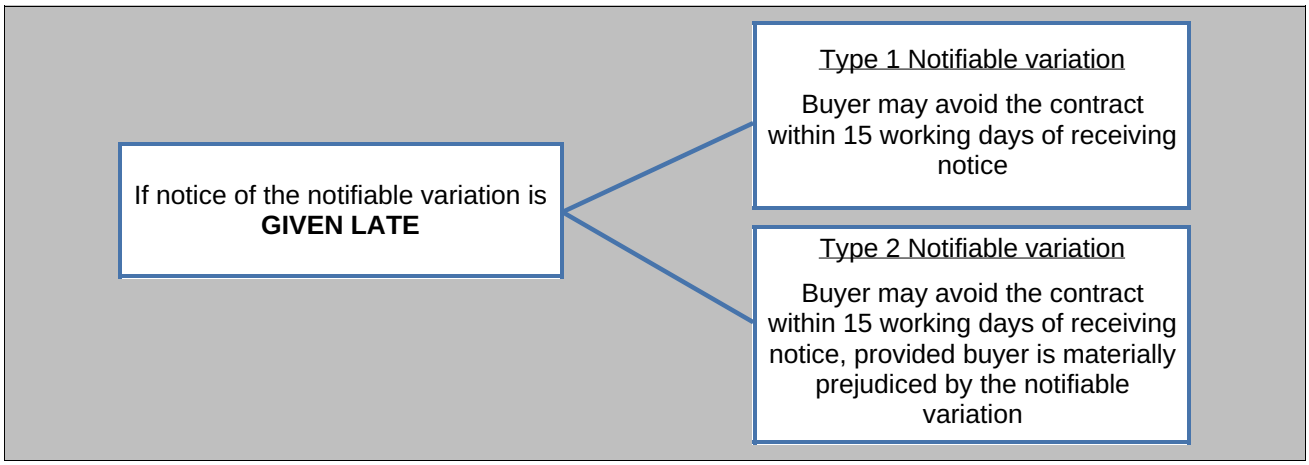
See section 161 and 162 of the Act for further details.

Regulation 106 describes when certain notifiable variations are deemed to have occurred.

The buyer's right to avoid the contract for notifiable variations is as follows:







See section 163 of the Act for special protections which apply if the lot has not yet been created by the registration of the scheme or an amendment of the scheme - that is, an 'off the plan' sale.

Buyer's right to postpone settlement

The buyer has a right to postpone settlement date of the contract for the sale and purchase of the lot, by providing written notice to the seller, if the seller has not complied with their obligation to provide pre-contractual information or particulars of a notifiable variation to the buyer. The buyer may postpone settlement date by no more than 15 working days after the latest date that the seller complies with the relevant disclosure requirement.

Disputes about avoidance rights to be heard in the State Administrative Tribunal

If the buyer or seller has a dispute about a right to avoid or whether a seller has provided the notifiable information / notifiable variations as required and within the time required, the buyer and or seller may apply to the State Administrative Tribunal for orders to resolve the dispute.

Precontractual Disclosure Statement to the Buyer

Part B | Information specific to the sale of the strata lot

This form sets out the information requirements in section 156 of the *Strata Titles Act 1985* (the Act), that the seller must give the buyer. It is the information designated as information specific to the sale of a strata lot. which, if included in the contract, must be included in a prominent position (such as the first page). The term 'lot' includes strata and survey-strata lot.

Personal information

The seller(s)

Name: Gabriela Derecki

Address: 57 Lovett Drive, Forrestfield WA 6058

Telephone/mobile: _____ Email: _____

Name: _____

Address: _____

Telephone/mobile: _____ Email: _____

Scheme Information

The term 'scheme' includes strata and survey-strata schemes

Scheme Details

Scheme name: 41 Lovett Drive, Forrestfield

Name of the strata company: _____

Address for service of the strata company (taken from scheme notice): 41 Lovett Drive, Forrestfield WA 6058

Name of Strata Manager: N/A

Address of Strata Manager: N/A

Telephone/Mobile: N/A

Email: N/A

The status of the scheme is:

- ☐ proposed
- ☑ registered

The scheme type is:

- ☐ strata
- ☑ survey-strata

The tenure type is

- ☑ freehold
- ☐ leasehold

For leasehold only:

The scheme has a term of _____ years _____ months _____ days commencing on registration of the scheme _____

If there is a registered scheme notice, the expiry day for the leasehold scheme is _____

For any attachments, please include the attachment number in the column titled 'Att.' on the right-hand side of this document.

Att.

Scheme Documents (must be attached)

Schemes created on or after 1/5/2020 must provide a copy of the scheme notice. Schemes created before 1/5/2020 only have to provide a scheme notice if a change of scheme name or address was registered on or after 1 May 2020. — N/A

A copy of the scheme plan showing the exact location and definition of the lot — Att 1

A copy of the scheme by-laws — Att 3

A copy of the scheme by-laws made but not yet registered by the Registrar of Titles at Landgate

Do the scheme by-laws include staged subdivision by-laws ☑ no ☐ yes

☐ If yes, they are included with this form

☐ If yes, they are not included but a notice concerning staged subdivision by-laws that are spent has been provided

A copy of the schedule of unit entitlements showing the unit entitlement of the lot AND sum of unit entitlements of all the lots in the scheme — Att 2

If this is a leasehold lot, a copy of the strata lease for the lot

Additional comments: _____

Minutes (choose one option)

☐ A copy of the minutes of the most recent annual general meeting and any subsequent extraordinary general meeting(s)

☐ A statement that the strata company does not keep minutes of its meetings*

☑ A statement of why the seller has been unable to obtain the minutes

Additional comments: No AGM meetings held

Statement of accounts (choose one option)

☐ The statement of accounts last prepared by the strata company

☐ A statement that the strata company does not prepare a statement of accounts*

☑ A statement of why the seller has been unable to obtain a statement of accounts

** Note that section 140(1) sets out that 2-lot schemes are not required to keep minutes or statements of account, and section 140(3) provides that 3, 4 and 5-lot schemes are allowed to have a by-law exempting them from these requirements. If this applies to the scheme, write that down in these fields.*

Additional comments: The strata does not keep accounts

Termination proposal

Has the seller received a copy of any notice from the strata company in relation to any current termination proposal for the scheme? ☑ no ☐ yes

If yes, attach a copy.

Lot information (choose all that apply) **Att.**

☑ This lot is on a registered scheme plan

☐ This lot has not yet been created

☐ This lot is a leasehold strata expiring on _____
(being the expiry day of the scheme set out in the scheme notice)

Street address of the lot (if known)
57 Lovett Drive, Forrestfield WA 6058

Lot 6 on scheme plan no. 75466

(The lot owner will also own a share in the common property of the scheme)

Voting right restrictions

Does the contract contain any voting right restriction which has the meaning in regulation 103 of the *Strata Titles (General) Regulations 2019*? * ☐ no ☐ yes

If yes, describe the restriction _____

** A voting right restriction includes if the contract requires the buyer to grant an enduring proxy or power of attorney to the seller.*

Exclusive use by-laws

This lot is a 'special lot', subject to exclusive use by-laws giving exclusive use of an area of common property ☐ no ☐ yes

If yes, please give details _____

Strata levy/contributions for the lot (choose one option)

(Local government rates are payable by the lot owner in addition to the strata levy/contributions)

☐ Contributions that have been determined within the previous 12 months

☐ If not determined, estimated contributions for 12 months after proposed settlement date

	Actual ($)	**OR**	**Estimated ($) 12 months after the proposed settlement date**	
Administrative fund:	_____		_____	
Reserve fund:	_____		_____	
Other levy (attach details)	_____		_____	N/A

☐ Actual ☐ Estimated total contribution for the lot $ _____

Payable ☐ annually ☐ bi-annually ☐ quarterly ☐ other: _____

Due dates _____ on _____ _____ on _____

_____ on _____ _____ on _____

Strata levy/contributions/other debts owing

If the seller has a debt owed to the strata company, the total amount owing is $ N/A

If the seller has a debt owed to a utility company, the total amount owing is $ N/A

Details of who is owed, how the debt arose, date on which it arose and the amount outstanding is attached. ____

Additional comments: _____

Scheme developer specific information

Information specific to the sale of a strata lot - only to be **completed if the seller of the lot is a scheme developer** **Att.**

The scheme developer is defined as:

- The registered owner(s) of a lot(s) before it is subdivided by a strata titles scheme
- The registered owner/s of a lot in a staged strata development that is to be subdivided by the registration of an amendment of scheme to which staged subdivision by-laws apply

This part applies where the seller of the lot is a scheme developer in any of the following circumstances:

- The scheme has not been registered
- The first annual general meeting of the strata company has not been held
- The scheme developer owns 50% or more of the lots
- The scheme developer owns lots with an aggregate unit entitlement of 50% or more of the sum of the unit entitlements of all lots in the scheme

Statement of estimated income and expenditure

A statement of the estimated income and expenditure of the strata company for the 12 months after the proposed settlement date is attached. ____

Additional comments: _____

Agreements for amenity or service

Are there any current or proposed contracts for the provision of any amenity or service to the proposed strata company/strata company or members of the strata company entered into or arranged by the scheme developer? ☐ no ☐ yes

If yes, attach details including terms and conditions, the consideration and estimated costs to members of the strata company ____

Additional comments: _____

Lease, licence, exclusive right or use and enjoyment or special privilege over common property

Are there any current or proposed leases, licences, right of exclusive use and enjoyment, restricted right of use and enjoyment, or special privilege over common property? ☐ no ☐ yes

If yes, attach details including terms and conditions. ____

Additional comments: _____

Section 79 Disclosure of remuneration and other benefits

Has the scheme developer and/or their associate received or reasonably expects to receive remuneration or other benefit? ☐ no ☐ yes

Is there any other direct or indirect pecuniary interest the scheme developer and/or their associate has in the contract, lease or licence other than as a member of the strata company? ☐ no ☐ yes

If yes, attach details of any remuneration, other benefit and/or pecuniary interest disclosed in accordance with s.79 of the Act, including its value. _____

Additional comments: _____

Acknowledgement by seller and buyer

The statements by the seller and buyer relate to the following precontractual disclosures:

- **Part A, general information about strata titles schemes**. This information can be included in a form that is separate from the rest of the contract; and
- **Part B, information specific to the sale of a strata lot**. This information can be included in a separate form, or within the contract in a prominent position.
  Both the Part A and Part B disclosures can be provided electronically if the buyer has consented to this.

Statement by the seller(s) / seller's representative

☐ **I** / ☐ **We**[1], hereby certify that Part A and Part B of the required precontractual disclosures were given to the buyer before the buyer signed the contract of sale.

Signature _____

Name Gabriela Derecki

Date _____

Signature _____

Name _____

Date _____

Statement by the buyer(s) / buyer's representative

☐ **I** / ☐ **We**[1], the buyer/s, acknowledge that ☐ **I** / ☐ **we**[1] received Part A and Part B of the required precontractual disclosures before ☐ **I** / ☐ **We**[1] signed the contract of sale.

☐ **I** / ☐ **We**[1] understand that the disclosures given by the seller(s) or by the seller's representative are not an offer or a contract to purchase a lot (though they may be included in such contract) but only provide information to ☐ **me** / ☐ **us**[1].

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

[1] Select one.

LANDGATE COPY OF ORIGINAL NOT TO SCALE 06/05/2026 12:41 PM Request number: 69791819
www.landgate.wa.gov.au

SURVEY-STRATA PLAN 75466

SHEET 1 OF 2 SHEETS

PLAN OF
LOT 473 ON DP408883

CERTIFICATE OF TITLE
VOLUME 2922 FOLIO 702

LOCAL GOVERNMENT
CITY OF KALAMUNDA

FIELD RECORD
140232

NAME OF SCHEME
41 LOVETT DRIVE, FORRESTFIELD

ADDRESS OF PARCEL
41 LOVETT DRIVE, FORRESTFIELD W.A. 6058

MANAGEMENT STATEMENT YES ~~NO~~

SURVEYOR'S CERTIFICATE - REG 54
I, G HOSKINS
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.

2017.08.09 08:16:26 +08'00'
LICENSED SURVEYOR DATE

LODGED
10-Jul-17 DATE | $921.00 FEE PAID | 244806 ASSESS No.

EXAMINED
R.LIST
9-8-2017 DATE

WESTERN AUSTRALIAN PLANNING COMMISSION
W.A.P.C. REF: 1407-15
Certificate of Approval of W.A.P.C. under Section 25B(2) of *Strata Titles Act 1985*
10-Aug-2017 DATE
Delegated under S.16 P&D Act 2005

PLAN APPROVED
11-8-2017 DATE
INSPECTOR OF PLANS AND SURVEYS
(S. 18 Licensed Surveyors Act 1909)

IN ORDER FOR DEALINGS
SUBJECT TO
Application to Register Survey-Strata Plan
Management Statement
Reg 14H of the STGR
Sec 165 of the P&D Act
Sec 70A of the TLA
11-8-2017 DATE
FOR REGISTRAR OF TITLES

REGISTERED
N672509 APPLICATION
11.8.2017 DATE
REGISTRAR OF TITLES SEAL

GOVERNMENT OF WESTERN AUSTRALIA

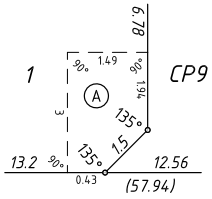
Landgate

0m 6 12 18 24 30
ALL DISTANCES ARE IN METRES
SCALE 1:300@A3

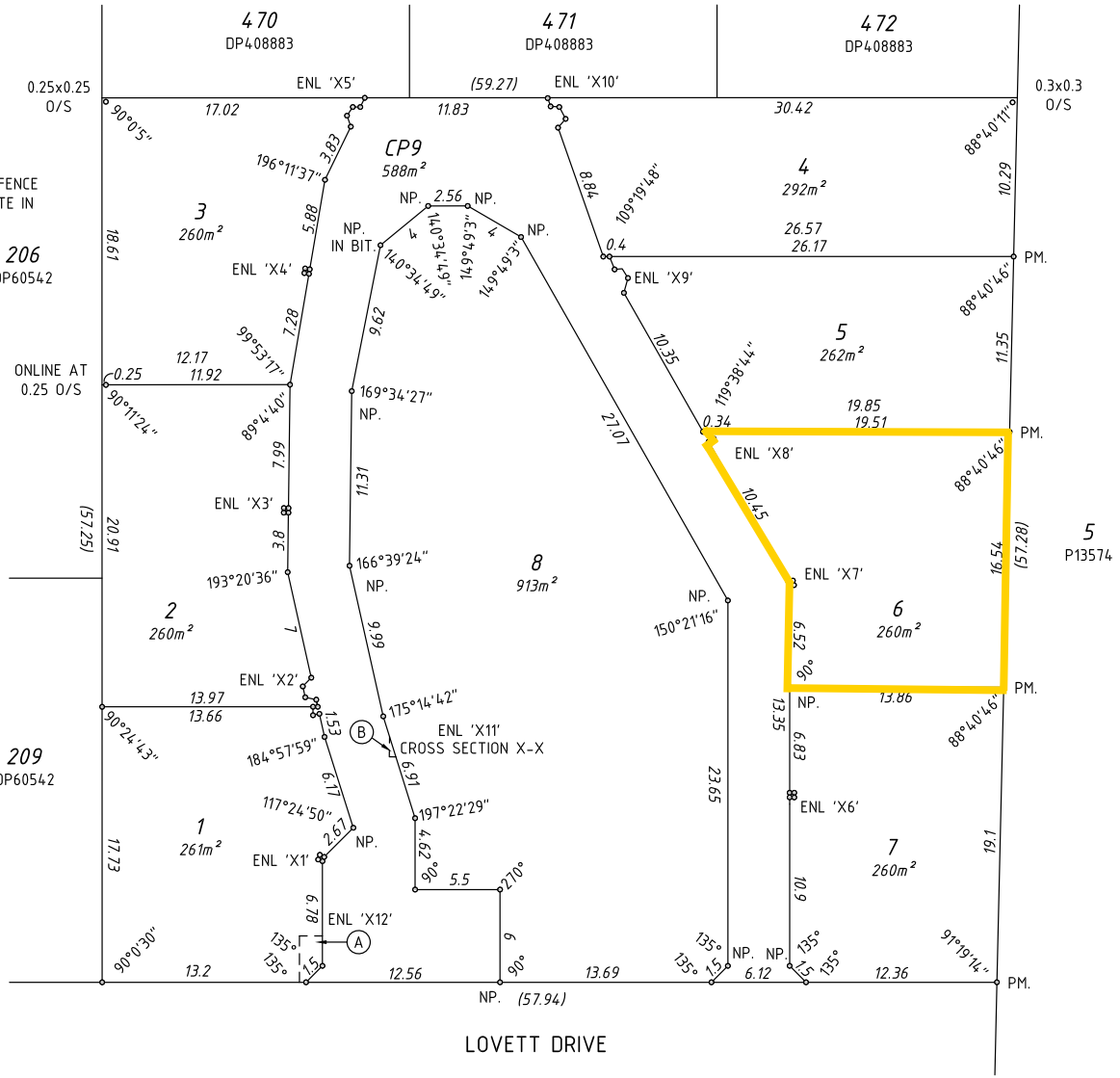
FOR DETAILS OF ENLARGEMENTS 'X1'-'X11' INC SEE SHEET 2 OF 2 SHEETS
FOR CROSS SECTION X-X SEE SHEET 2 OF 2 SHEETS
FOR INTERESTS AND NOTIFICATIONS SEE SHEET 2 OF 2 SHEETS

VER.	AMENDMENT	AUTHORISED BY	DATE
2	AUDIT REQUIREMENTS	G HOSKINS	09/08/2017

PM. DENOTES PEN MARK ON FENCE
NP. DENOTES NAIL AND PLATE IN CONCRETE



LOVETT DRIVE
ENLARGEMENT 'X12'
NOT TO SCALE



SURVEY CARRIED OUT UNDER REGULATION 26A
SPECIAL SURVEY AREA GUIDELINES
HELD BY LANDGATE IN DIGITAL FORMAT ONLY

BROOK MARSH PTY. LTD.
LICENSED SURVEYORS
ph 9398 2441
fax 9490 1313
P.O. BOX 91 GOSNELLS 6990
admin@brookandmarsh.com.au

DRAWING NUMBER B&M- 14169

Attachment 1

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www.landgate.wa.gov.au

SURVEY-STRATA PLAN 75466

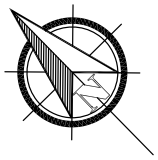
SHEET 2 OF 2 SHEETS

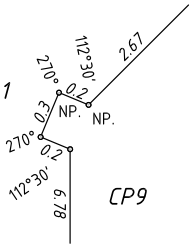
0m 6 12 18 24 30

ALL DISTANCES ARE IN METRES

SCALE 1:300@A3

PM. DENOTES PEN MARK ON FENCE
NP. DENOTES NAIL AND PLATE IN CONCRETE
FOR HEADING SHEET SEE SHEET 1 OF 2 SHEETS
FOR DETAILS OF LOTS 1-CP9 INC SEE SHEET 1 OF 2 SHEETS
FOR DIMENSIONS OF EASEMENT (A) SEE SHEET 1 OF 2 SHEETS





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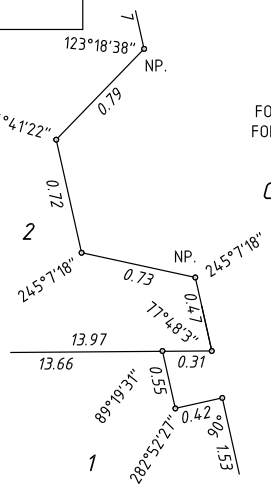
NOT TO SCALE



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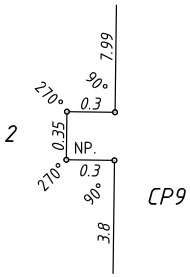

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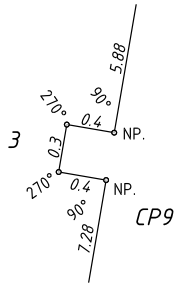

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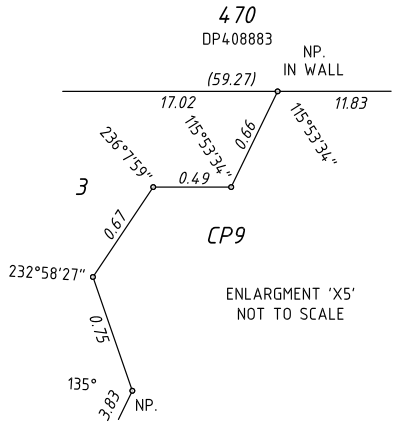

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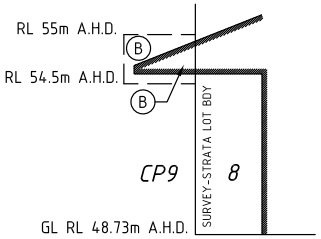
NOT TO SCALE

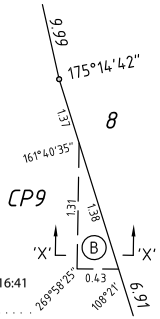


HEIGHTS TAKEN FROM SSM KALAMUNDA 16
A.H.D. DENOTES AUSTRALIAN HEIGHT DATUM

CROSS SECTION X-X
NOT TO SCALE

INTERESTS AND NOTIFICATIONS

SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN	LAND BURDENED	BENEFIT TO	COMMENT
(A)	EASEMENT (TRANSMISSION OF ELECTRICITY BY UNDERGROUND CABLE)	SEC 136C OF THE TLA	THIS PLAN	LOT 1	LOTS 2-8 INC	
(B)	EASEMENT (INTRUSION)	REG 14H OF THE STGR	THIS PLAN	LOT CP9	LOT 8	EASEMENT EXTENDS FROM 54.5m TO 55m A.H.D.
	NOTIFICATION	SEC 165 OF THE P&D ACT	DOC N672510	LOTS 1-8 INC		BUSH FIRE MANAGEMENT PLAN
	NOTIFICATION	SEC 70A OF THE TLA	DOC N672511	LOTS 1-8 INC		BUSH FIRE MANAGEMENT PLAN



ENLARGMENT 'X11'
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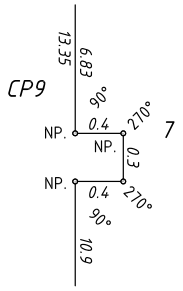

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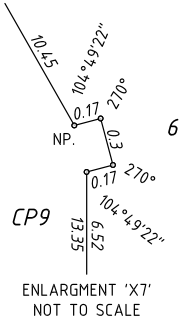
NOT TO SCALE



ENLARGMENT 'X7'
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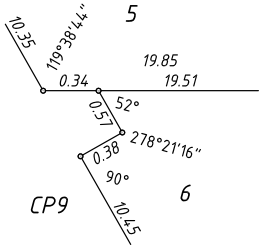

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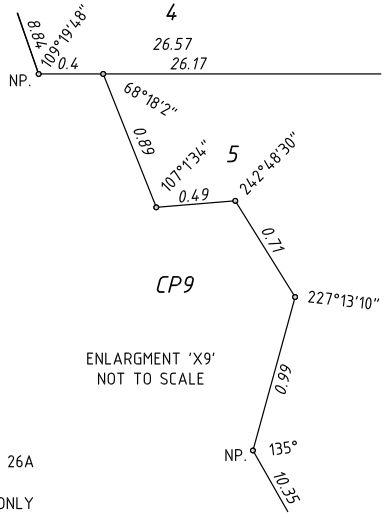
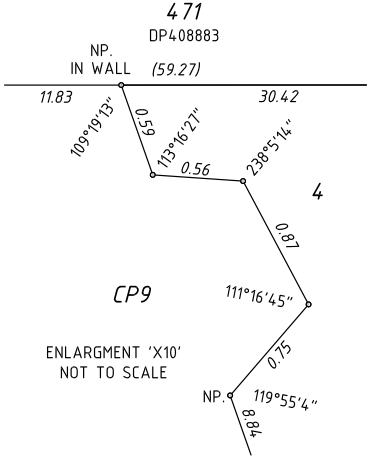
NOT TO SCALE



ENLARGMENT 'X9'
NOT TO SCALE



ENLARGMENT 'X10'
NOT TO SCALE

SURVEY CARRIED OUT UNDER REGULATION 26A
SPECIAL SURVEY AREA GUIDELINES
HELD BY LANDGATE IN DIGITAL FORMAT ONLY

BROOK MARSH PTY. LTD.
LICENSED SURVEYORS
ph 9398 2441
fax 9490 1313
P.O. BOX 91 GOSNELLS 6990
admin@brookandmarsh.com.au

2017.08.09 08:16:41 +08'00'

Licensed Surveyor Date

DRAWING NUMBER B&M- 14169

Attachment 2

FORM 3

SURVEY-STRATA PLAN No. 75466					
Schedule of Unit Entitlement		Office Use Only Current Cs of Title	Schedule of Unit Entitlement		Office Use Only Current Cs of Title
Lot No,	Unit Entitlement	Vol. Fol.	Lot No,	Unit Entitlement	Vol. Fol.
1	119				
2	114				
3	114				
4	119				
5	114				
6	114				
7	119				
8	187				
CP9	Common Property				
			Aggregate	1,000	

DESCRIPTION OF PARCEL

EIGHT SURVEY-STRATA LOTS AND ONE COMMON PROPERTY LOT
UPON LOT 473 ON DEPOSITED PLAN 408883
ADDRESS OF PARCEL: 41 LOVETT DRIVE, FORRESTFIELD WA 6058

CERTIFICATE OF LICENSED VALUER
SURVEY-STRATA

I, **Bradley J Dawson**, being a Licensed Valuer licensed under the *Land Valuers Licensing Act 1978* certify that the unit entitlement of each lot (in this certificate, excluding any common property lots), as stated in the schedule bears in relation to the aggregate unit entitlement of all lots delineated on the plan a proportion not greater than 5% more or 5% less than the proportion that the value (as that term is defined in section 14 (2a) of the *Strata Titles Act 1985*) of that lot bears to the aggregate value of all the lots delineated on the plan.

03-Apr-2017
Date

Digitally signed by
Brad Dawson
Date: 2017.04.03
11:56:48 +08'00'
Signed

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FORM 8

ANNEXURE 'A' OF SURVEY-STRATA PLAN NO. 75466 REGISTRAR OF TITLES

SCHEDULE OF DEALINGS

Dealings registered or recorded on Survey-Strata Plan	Instrument				Signature of Registrar of Titles
	Nature	Number	Registered	Time	
EASEMENT BENEFIT CREATED UNDER SECTION 136C TLA FOR UNDERGROUND ELECTRICITY PURPOSES - SEE SURVEY-STRATA PLAN 75466					

SCHEDULE OF ENCUMBRANCES ETC.

Instrument		Particulars	Registered	Signature of Registrar of Titles	Cancellation				Signature of Registrar of Titles
Nature	Number				Nature	Number	Registered	Time	
		EASEMENT BURDEN CREATED UNDER SECTION 136C TLA FOR UNDERGROUND							
		ELECTRICITY PURPOSES - SEE SURVEY-STRATA PLAN 75466							
NOTIFICATION	N672510	SECTION 165 OF THE P. & D. ACT 2005	11.8.2017						
NOTIFICATION	N672511	CONTAINS FACTORS AFFECTING THE WITHIN LAND	11.85.2017						
		EASEMENT BURDEN CREATED UNDER SECTION 5D STRATA TITLES ACT FOR INTRUSION							
		PURPOSES - SEE SURVEY-STRATA PLAN 75466							
STATEMENT	N672512	MANAGEMENT STATEMENT	11.8.2017						

Note: Entries may be affected by subsequent endorsements.

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Survey Strata Plan 75466

Lot	Certificate of Title	Lot Status	Part Lot
1	2931/627	Registered	
2	2931/628	Registered	
3	2931/629	Registered	
4	2931/630	Registered	
5	2931/631	Registered	
6	2931/632	Registered	
7	2931/633	Registered	
8	2931/634	Registered	
9	N/A	Registered	

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N672510 NO

14 Jul 2017 10:25:05 Perth

NOTIFICATION

LODGED BY

ADDRESS

PHONE NO.

FAX NO.

ELM PROPERTY
SETTLEMENT SERVICES
PO Box 547
KELMSCOTT WA 6991
Ph: 9399 5677 Fax: 9399 5688
2 Badbury Road
ARMADALE WA 6112
Issuing Box 57S

REFERENCE NO.

ISSUING BOX NO.

PREPARED BY BROOK AND MARSH PTY LTD

ADDRESS PO BOX 91 GOSNELLS 6990

PHONE NO. 93982441 FAX NO. 94901313

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

2/84

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

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

Received items

Nos.

0

Receiving Clerk

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

REGISTRAR OF TITLES

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Form Approval B3582

WESTERN AUSTRALIAN PLANNING COMMISSION

FILE No. 1407-15

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
Lots 1 to 8 inclusive on Survey Strata Plan 75466	Whole		

REGISTERED PROPRIETOR OF LAND

Lovett Estate Pty Ltd of 35 Gilchrist Road, Lesmurdie WA 6076

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 3RD day of APRIL 2017

For: WESTERN AUSTRALIAN PLANNING COMMISSION

Rosa Rigali
Planning Administration Team Leader
Perth, Peel Planning - Department of Planning

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Document Notes:

IMPORTANT: THIS PAGE FORMS PART OF DOCUMENT [N672510] AND MAY CONTAIN REFERENCES TO AMENDMENTS OR CORRECTIONS TO THE DOCUMENT

14/8/2017 08:50:29
Registration date amended to 11.8.2017 at 9.00 hours due to lot sync process. See letter from lodging party in Application N672509.

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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 initialed 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 full name, address and occupation of the witness must be stated. Execution by a corporation or body corporate must be in accordance with the Corporation Act 2001.

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OFFICE USE ONLY

N672511 NR

14 Jul 2017 10:25:05 Perth

NOTIFICATION

LODGED BY	ELM Property Settlement Services
ADDRESS	PO Box 547 Kelmscott WA 6991
PHONE No.	08 93995677
FAX No.	08 93995688
REFERENCE No.	
ISSUING BOX No.	57S

PREPARED BY	Lovett Estate Pty Ltd
ADDRESS	35 Gilchrist Road Lesmurdie WA 6076
PHONE No.	0432349422 FAX No.
REFERENCE No.	

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

3/4

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

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

Received Items No.s

0

Receiving Clerk

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

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FORM N1

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893

NOTIFICATION UNDER SECTION 70A

DESCRIPTION OF LAND (Note 1)	EXTENT	VOLUME	FOLIO
LOT 473 ON DEPOSITED PLAN 408883	WHOLE	2922	702

REGISTERED PROPRIETOR (Note 2)

LOVETT ESTATE PTY LTD (ACN 167291107)
OF 35 GILCHRIST ROAD LESMURDIE WA 6076

LOCAL GOVERNMENT / PUBLIC AUTHORITY (Note 3)

SHIRE OF KALAMUNDA

FACTOR AFFECTING USE OR ENJOYMENT OF LAND (Note 4)

THE LOTS ARE SUBJECT TO A FIRE MANAGEMENT PLAN

Dated this 30th day of JUNE Year 2017

LOCAL GOVERNMENT/PUBLIC AUTHORITY ATTESTATION (Note 5)

Andrew Fowler - Tutt
Manager Development Services

REGISTERED PROPRIETOR/S SIGN HERE (Note 6)

EXECUTED BY LOVETT ESTATE PTY LTD (ACN 167291107) BY AUTHORITY OF IT'S DIRECTORS AND PURSUANT TO SECTION 127 OF THE CORPORATIONS LAW

NIGEL DAVID BARNARD - DIRECTOR

HBarnard

HEATHER FRANCES BARNARD - DIRECTOR

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