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 Proposed Lot 201 Bailup Road
Suburb Wooroloo State WA Postcode 6558
Lot 201 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 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 Vacant Land

GST WITHHOLDING

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

FINANCE CLAUSE IS APPLICABLE

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

FINANCE CLAUSE IS NOT APPLICABLE

Signature of the Buyer if Finance Clause IS NOT applicable

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

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CONDITIONS

1. SUBJECT TO FINANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.4 Finance Approval: Approval Notice Given

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

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

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

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

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

1.6 Buyer Must Keep Seller Informed: Evidence

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

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

1.7 Right To Terminate

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

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

1.8 Waiver

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

1.9 Definitions

In this Clause:

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

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

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

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

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

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

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

  and has in fact been satisfied.

Latest Time means:

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

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

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

Non Approval Notice means:

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

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

SPECIAL CONDITIONS

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

2. The buyer has received a copy of the Bushfire Management Plan.

3. The buyer is aware and accepts the proposed Eastlink project will have an impact on this property.

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SPECIAL CONDITIONS - Continued

4. The buyer has received a copy of the Easement (Emergency Access)

5. If the title for the property is not issued by the 30th April 2026, the buyers retain the right to bring this contract to an end by issuing written notice to the seller or the seller's agent prior to the title being issued and the deposit to be refunded.

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 Goluxe Holdings PTY LTD

Address THORNTONS GROUND FLOOR 184 ADELAIDE TERRACE

Suburb East Perth State WA Postcode 6004

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. Deposited Plan
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		Woodbridge Settlements
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 Paul Douglas Marshall

Date _____

Signature _____

Name Bradley John Snell

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Type text ere

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GST WITHHOLDING ANNEXURE

(Pursuant to the Tax Administration Act 1953)

Property:

Proposed Lot 201 Bailup Road, Wooroloo WA 6558

insert address

Clauses 1 to 3 will determine whether clauses 4 to 11 apply to this Contract

1. (a) Is this Contract concerning the taxable supply of new residential premises or potential residential land as defined in the GST Act?
   ☑ YES ☐ NO
   (b) If NO is ticked or no box is ticked (in which case the answer is deemed to be NO) then the rest of this Annexure does not apply to this Contract.
   (c) If YES is ticked, then go to clause 2.
2. (a) Is this Contract concerning the sale of new residential premises that are commercial residential premises as defined in the GST Act or that are only new residential premises due to substantial renovations?
   ☐ YES ☑ NO
   (b) If YES is ticked, then the rest of this Annexure does not apply to this Contract.
   (c) If NO is ticked or no box is ticked (in which case the answer is deemed to be NO) then go to clause 3.
3. (a) Is this Contract for the sale of potential residential land and either is the Buyer registered for GST and acquiring the Land for a creditable purpose, or does the land contain a building that is used for commercial purposes?
   ☐ YES ☑ NO
   (b) If YES is ticked, then the rest of this Annexure does not apply to this Contract.
   (c) If NO is ticked or no box is ticked (in which case the answer is deemed to be NO), then clauses 4 to 11 apply to this Contract.

If, by virtue of clause 1, 2 or 3, the rest of this Annexure does not apply to this Contract, the Seller gives notice that the Buyer is not required to make a payment under section 14-250 of the Taxation Administration Act 1953 (Cth). Otherwise, clauses 4 to 11 set out the GST withholding regime.

4. The Seller gives notice that the Buyer is required to make a payment under section 14-250 of the *Taxation Administration Act 1953* (Cth) (**GST Withholding Law**) in relation to the sale of the Property and details of the payment are set out in clause 6.
5. The Seller gives notice to the Buyer that the Seller's details (or details for the entity liable for GST) are set out below:

	Seller – Supplier 1	Seller – Supplier 2
(1) Name of Seller (or entity liable for GST – eg GST group member responsible):	Goluxe Holdings PTY LTD	
(2) ABN:		
(3) Address:	THORNTONS GROUND FLOOR 184 ADELAIDE TERRACE EAST PERTH WA 6004	
(4) Phone Number:		
(5) Proportion of withholding amount:		

If there are several suppliers who comprise the Seller, insert details for each supplier (or the relevant GST group member) and the proportion of the withholding amount applicable to each supplier.

If there are more than 2 suppliers who comprise the Seller (or the relevant GST group member) please attach an additional page with details for each additional supplier.

6. The Seller gives notice that: *(*delete one, if there is no deletion then (b) is deemed to apply)*

~~(a) the Margin Scheme applies to this Contract and the Buyer must, pursuant to the GST Withholding Law withhold and pay to the Commissioner, the amount equal to 7% of the Purchase Price being $ _____ at Settlement; or.~~

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(b) the Margin Scheme does not apply to this Contract and the Buyer must, pursuant to the GST Withholding Law, withhold and pay to the Commissioner the amount equal to one eleventh (1/11th) of the Purchase Price being $ _____ at Settlement,

(the relevant amount being the GST Withholding Amount) and the Buyer is not required to pay that part of the Purchase Price equal to the GST Withholding Amount to the Seller at Settlement.

7. (a) The Seller may direct the Buyer to, or the Buyer may elect to, satisfy the Buyer's obligation under clause 6, by providing to the Seller at Settlement, a bank cheque payable to the Commissioner for the GST Withholding Amount.

(b) The Buyer must, before Settlement, provide the Seller with the Commissioner's payment reference number and the lodgement reference number 2.

8. The Buyer must comply with the Buyer's obligations under the GST Withholding Law to lodge a notice with the Commissioner in the form approved under the GST Withholding Law:

(a) as soon as practicable after the Contract Date, notifying the Commissioner of the transaction under this Contract and the GST Withholding Amount; and

(b) on the day on which Settlement occurs, notifying the Commissioner that Settlement has occurred.

9. If the Purchase Price is payable by instalments then, despite clause 6, the Buyer must pay the GST Withholding Amount on the date of the payment of the first instalment (excluding the Deposit) instead of at Settlement.

10. If the Buyer does not provide to the Seller at Settlement a bank cheque payable to the Commissioner under clause 7(a), the Buyer is treated as having given an irrevocable authority and direction to the Buyer Representative to pay the GST Withholding Amount to the Commissioner immediately following Settlement.

11. The Seller must promptly provide to the Buyer all information reasonably requested by the Buyer to enable the Buyer to comply with the Buyer's obligations under clause 8.

Seller

Buyer

Plan Information

Tenure Type	Freehold
Plan Type	Deposited Plan
Plan Purpose	Subdivision

Plan Heading

LOTS 201-202, 9001 AND ROAD WIDENING

Locality and Local Government

Locality	WOOROLOO
Local Government	SHIRE OF MUNDARING

Planning Approval

Planning Authority	Western Australian Planning Commission
Reference	162046

Survey Details

Survey Method	Special Survey
Field Records	166890
Declared as Special Survey Area	Yes

Survey Method Regulatory Statement

Survey carried out under Reg. 26A Special Survey Area Guidelines. See survey sheet(s) to determine the true final position and type of all survey marks placed for this plan.

Survey Certificate - Regulation 54

I 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.

JOHN MICHAEL SCANLAN Licensed Surveyor	Date

Survey Organisation

Name	SCANLAN SURVEYS
Address	P.O. BOX 429 MIDLAND 6936
Phone	9250 2261
Fax	
Email	reception@scanlansurveys.com.au
Reference	8910/24

Former Tenure

New Lot / Land	Parent Plan Number	Parent Lot Number	Title Reference	Parent Subject Land Description
201-202, 9001	DP414385	LOT 102	2963-990	

Former Tenure Interest and Notifications

Subject	Former Tenure	Action	Lots On This Plan	Origin	Endorsement	Comments
(A)	102/DP414385	Brought forward in part (with portion superseded by a road and or road widening)	LOTS 201-202	DOC P015941	EASEMENT TO ELECTRICITY NETWORKS CORPORATION FOR ELECTRICITY PURPOSES - SEE DEPSOITED PLAN 423366 REGISTERED 20/1/2022.	SEE DOC
	102/DP414385	Brought forward in part (with portion superseded by a road and or road widening)	LOTS 201-202, 9001	DOC O109483	NOTIFICATION SECTION 165 PLANNING & DEVELOPMENT ACT 2005 LODGED 27/3/2019.	Bushfire Prone Area

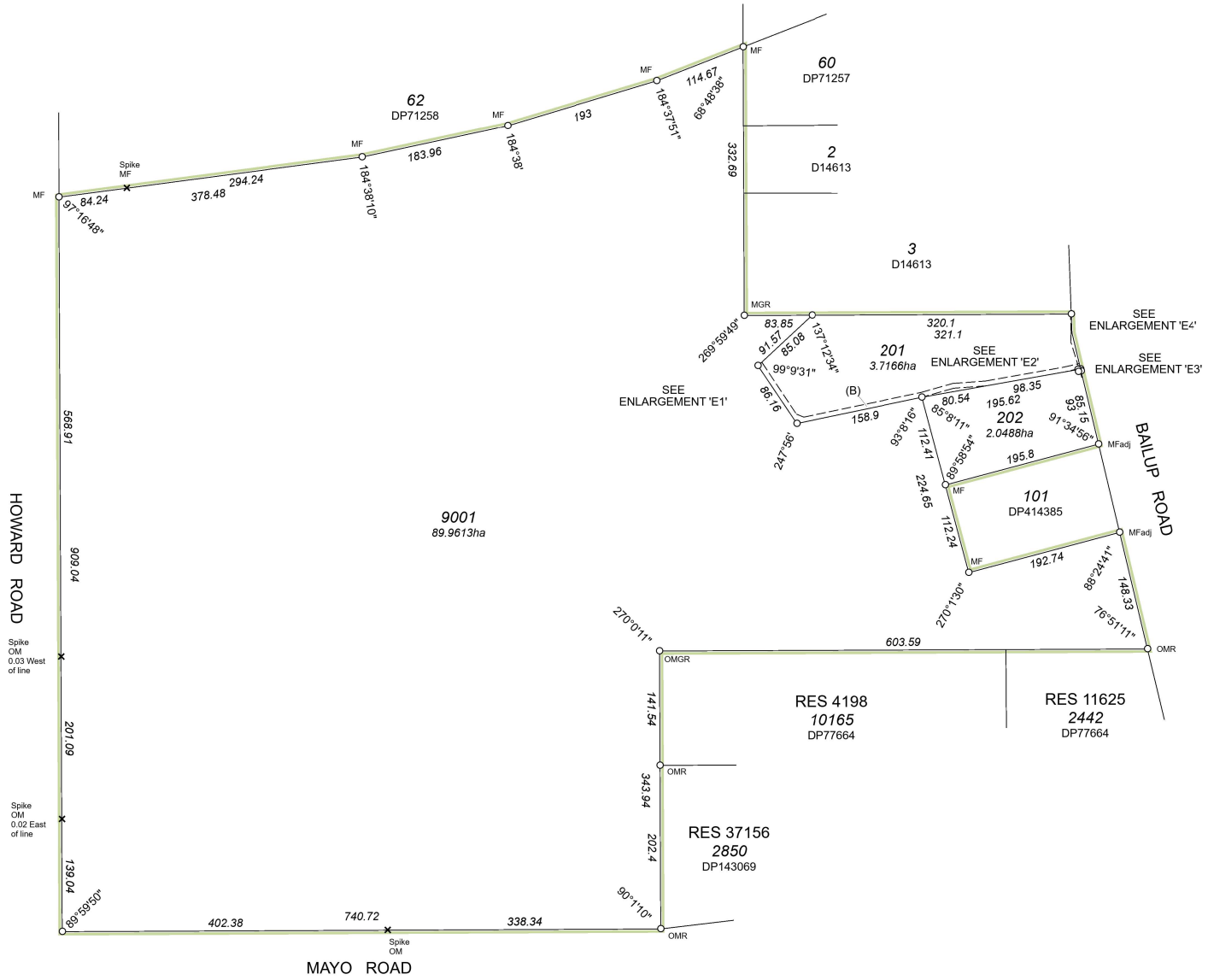
New Interests

Subject	Purpose	Statutory Reference	Origin	Land Burdened	Benefit To	Comments
(B)	EASEMENT	SEC. 195 OF THE LAA 1997	DOC	LOT 201	SHIRE OF MUNDARING	Emergency Access Easement
(C)	RESTRICTIVE COVENANT	SEC. 129BA OF THE TLA 1893	DOC	LOT(S) 201-202	ENERGY NETWORKS CORPORATION	Fire Protection Zone

New Memorials and Notifications

Subject	Purpose	Statutory Reference	Origin	Land Burdened	Benefit To	Comments
	NOTIFICATION (Hazards or Other Factors)	SEC. 165 OF THE P&D ACT 2005	DOC	LOT 201		Dual Zoning Development Requirements
	NOTIFICATION (Factors Affecting Use or Enjoyment of Land)	SEC. 70A OF THE TLA 1893	DOC	LOT(S) 201-202, 9001		No reticulated sewerage service available

Typhre



LIMITED IN DEPTH TO 609.6 METRES

SCALE 1:4000 @ A2

50 0 200

ALL DISTANCES ARE IN METRES

SCANLAN SURVEYS LICENSED SURVEYORS
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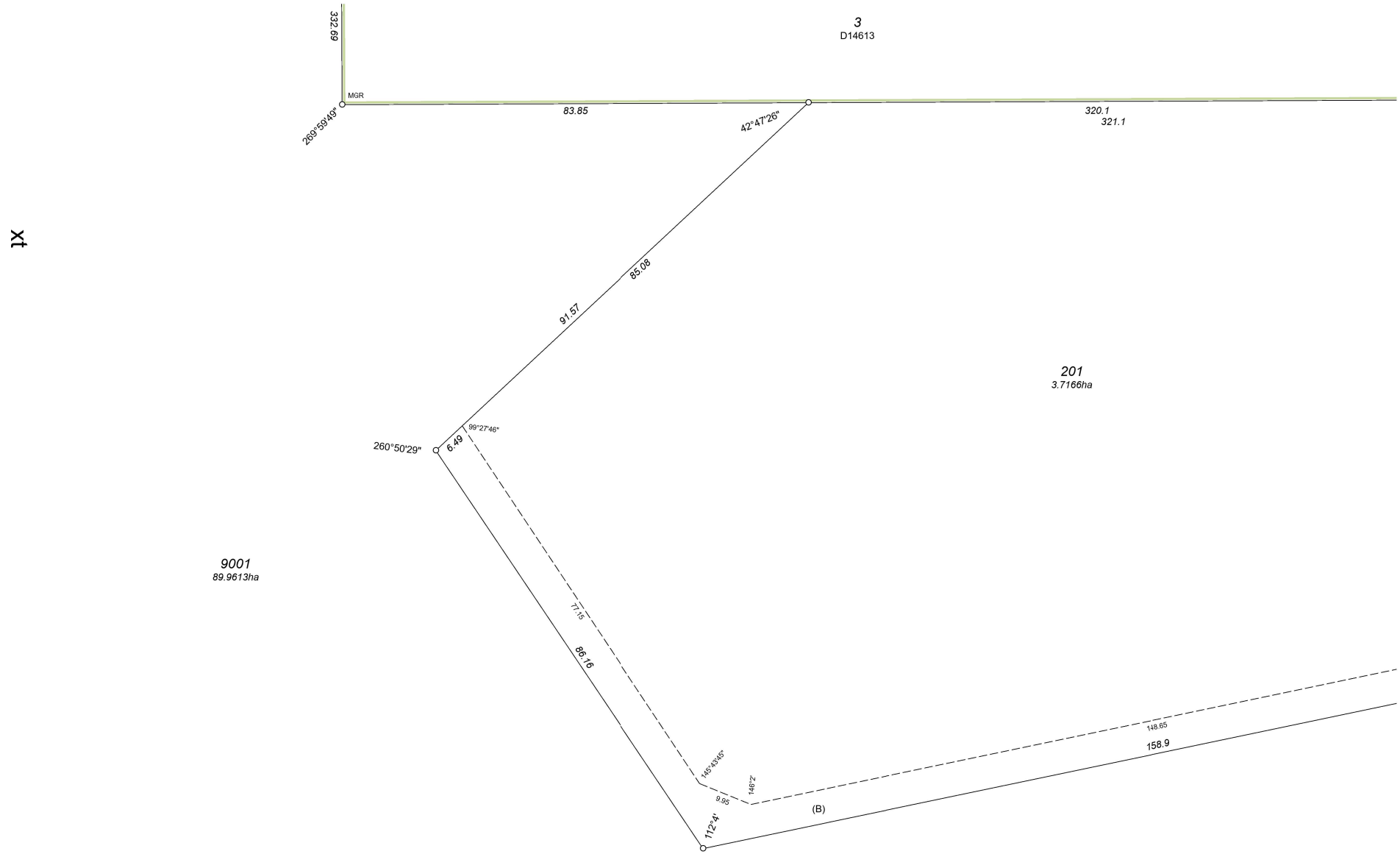
MIDLAND, WA, 6056
PO BOX 429, MIDLAND, 6936
PH: 08 9250 2261
www.scanlansurveys.com.au
reception@scanlansurveys.com.au

ADDITIONAL SHEETS	SHEET		SHEETS	VERSION NUMBER	DEPOSITED PLAN
ENDORSEMENT SHEET SURVEY SHEET	2	OF	6	1	430096

ENLARGEMENT 'E1'



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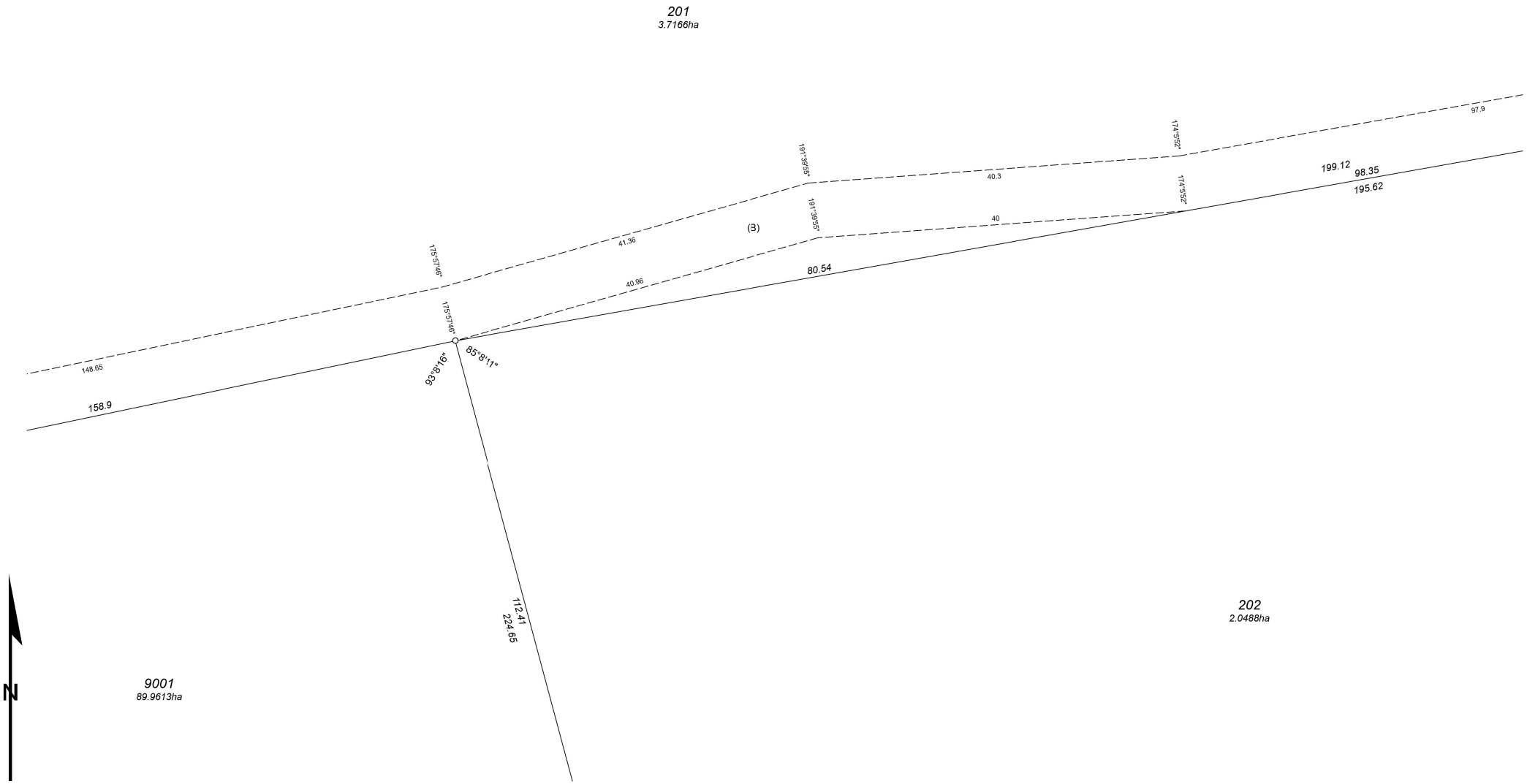
ADDITIONAL SHEETS	SHEET		SHEETS	VERSION NUMBER	DEPOSITED PLAN
ENDORSEMENT SHEET SURVEY SHEET	3	OF	6	1	430096

ENLARGEMENT 'E2'



Landgate
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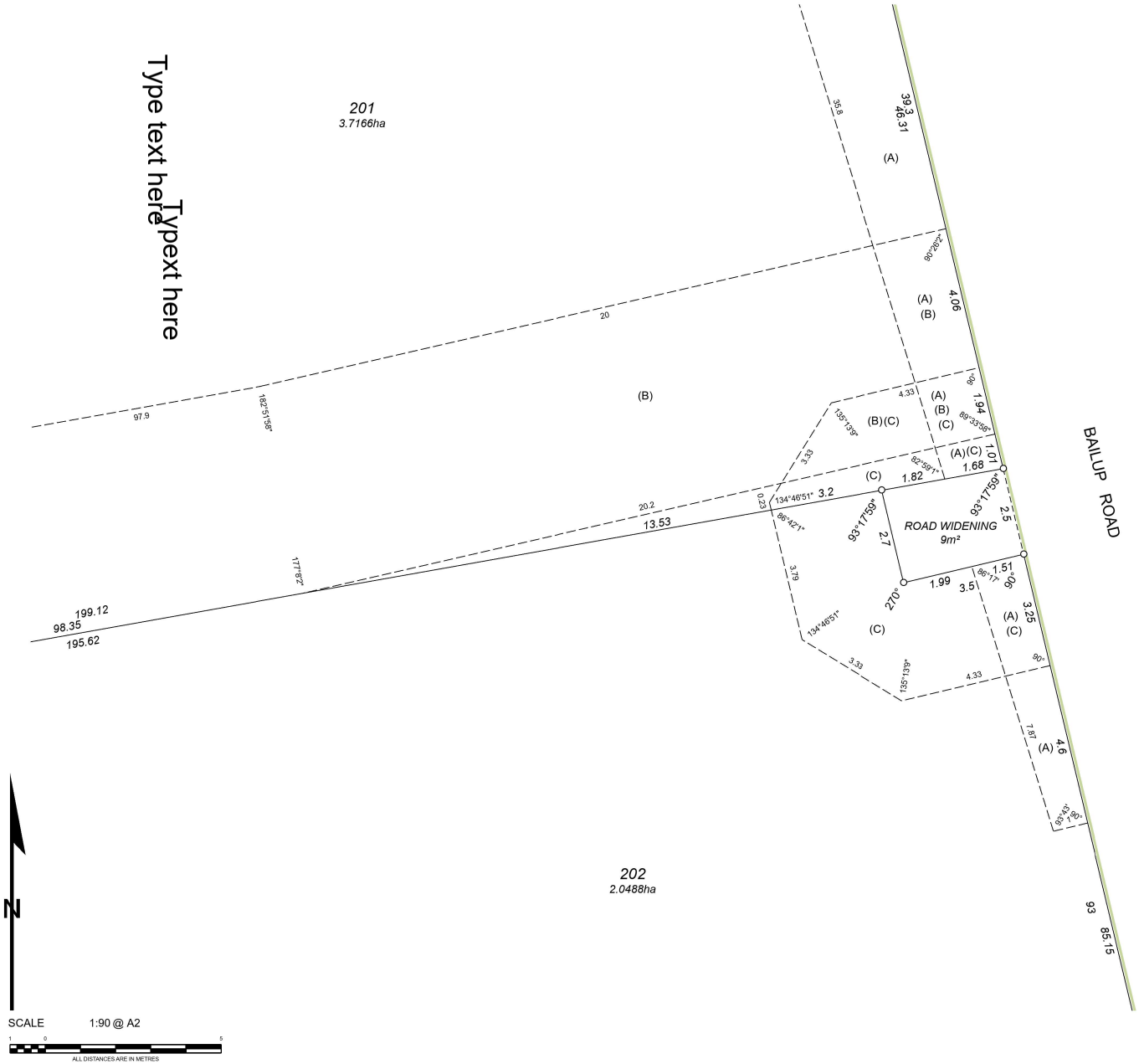
ADDITIONAL SHEETS	SHEET		SHEETS	VERSION NUMBER	DEPOSITED PLAN
ENDORSEMENT SHEET SURVEY SHEET	4	OF	6	1	430096

ENLARGEMENT 'E3'



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ADDITIONAL SHEETS	SHEET		SHEETS	VERSION NUMBER	DEPOSITED PLAN
ENDORSEMENT SHEET SURVEY SHEET	5	OF	6	1	430096

ENLARGEMENT 'E4'



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ADDITIONAL SHEETS	SHEET		SHEETS	VERSION NUMBER	DEPOSITED PLAN
ENDORSEMENT SHEET SURVEY SHEET	6	OF	6	1	430096

INSTRUCTIONS

1. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.
2. 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 Annexure".
3. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by parties.

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. **ATTESTATION OF RESPONSIBLE AUTHORITY**
   To be attested in the manner prescribed by the Local Government Act or as prescribed by the Act constituting the Public Authority.

EXAMINED

Type texte

OFFICE USE ONLY
O109483 NO
14 Mar 2019 12:01:18 Midland

NOTIFICATION

Planning & Development Act 2005
Section 165

LODGED BY	Statewest Surveys
ADDRESS	PO Box 1377, Midland, WA 6936
PHONE No.	0892743198
FAX No.	
REFERENCE No.	SW15530DP414385
ISSUING BOX No.	

PREPARED BY	Statewest Surveys
ADDRESS	PO Box 1377, Midland, WA 6936
PHONE No.	0892743198 FAX No.
REFERENCE No.	SW15530DP414385

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

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4. _____
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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.

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WESTERN AUSTRALIAN PLANNING COMMISSION

FILE No. 156891

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 (Note 1)	EXTENT	VOLUME	FOLIO
LOT 101 ON DP414385 LOT 102 ON DP414385	WHOLE .WHOLE		

REGISTERED PROPRIETOR OF LAND (Note 2)

Keith David King of 1105 Bailup Road, Wooroloo, WA 6558.
Isabel Dianne King of 1105 Bailup Road, Wooroloo, WA 6558.

HAZARDS OR OTHER FACTORS SERIOUSLY AFFECTING THE LAND

The 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 12 day of October Year 2018

EXECUTION BY WESTERN AUSTRALIAN PLANNING COMMISSION (Note 3)

For: WESTERN AUSTRALIAN PLANNING COMMISSION

Rosa Rigali
Manager Planning Administration
Land Use Planning - Department of Planning,
Lands and Heritage

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Document Notes:

IMPORTANT: THIS PAGE FORMS PART OF DOCUMENT [O109483] AND MAY CONTAIN REFERENCES TO AMENDMENTS OR CORRECTIONS TO THE DOCUMENT

3/4/2019 16:46:42
NOTIFICATION IS RE-TIMECLOCKED TO 27 MARCH 2019. SEE LETTER DATED 13 MARCH 2019 FROM WOODBRIDGE SETTLEMENTS FILED IN O109482.

LANDGATE COPY OF ORIGINAL NOT TO SCALE 13/08/2025 04:26 PM Request number: 68614309

Landgate
www.landgate.wa.gov.au

GOVERNMENT OF WESTERN AUSTRALIA

Landgate

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

Address

Issuing box

Phone

Fax

Email

Reference

Preparer details

Name Statewest Planning

Phone +61 8 9274 1363

Reference 24009

Notification details

Act Transfer of Land Act 1893

Section 70A

Factor affecting use or enjoyment of land A reticulated sewerage service is not available to the lot(s).

Land / Interest

Title(volume-folio)	Extent	Land description	Interest
	Whole	LOT 201 ON DEPOSITED PLAN 430096	FEE SIMPLE
	Whole	LOT 202 ON DEPOSITED PLAN 430096	FEE SIMPLE
	Whole	LOT 9001 ON DEPOSITED PLAN 430096	FEE SIMPLE

Registered proprietor(s)(Land)

GOLUXE HOLDINGS PTY LTD (ACN 674599061) OF 73 SUSANNAH WAY GIDGEGANNUP WA 6083

Authorising party

SHIRE OF MUNDARING (ABN 20431487930) OF 7000 GREAT EASTERN HIGHWAY MUNDARING WA 6073

Execution date

Registered proprietor(s)(Land) execution

Executed by GOLUXE HOLDINGS PTY LTD (ACN 674599061)

Signature	
Signer name	PAUL DOUGLAS MARSHALL
Signer designation	DIRECTOR

Signature	
Signer name	BRADLEY JOHN SNELL
Signer designation	DIRECTOR

Authorising party execution

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

SIGNITURE:	
SIGNER NAME:	JASON WHITEAKER
SIGNER ORGANISATION	SHIRE OF MUNDARING
SIGNER DESIGNATION	CHIEF EXECUTIVE OFFICER

Form Approval B3582

WESTERN AUSTRALIAN PLANNING COMMISSION

FILE No. 162046

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 201 ON DEPOSITED PLAN 430096	WHOLE		

REGISTERED PROPRIETOR OF LAND

GOLUXE HOLDINGS PTY LTD
of PO BOX 255 MUNDARING 6073 WA

HAZARDS OR OTHER FACTORS SERIOUSLY AFFECTING THE LAND

THIS LOT IS SUBJECT TO A DUAL ZONING. FUTURE DEVELOPMENT WILL BE REQUIRED TO COMPLY WITH THE SHIRE OF MUNDARING RURAL-RESIDEINTIAL ZONE REQUIREMENTS.

Dated this 10th day of September 20 25

Western Australian Planning Commission

Cathryn Stafford

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

For: WESTERN AUSTRALIAN PLANNING COMMISSION

OFFICE USE ONLY

NOTIFICATION

LODGED BY

ADDRESS

PHONE NO.

FAX NO.

REFERENCE NO.

ISSUING BOX NO.

PREPARED BY STATEWEST PLANNING

ADDRESS PO BOX 5081
MIDLAND WA 6056

PHONE NO. 08 9274 1363 FAX NO.

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Nos.

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

GOLUXE HOLDINGS PTY LTD

P.O. BOX 255, MUNDARING, W.A. 6073
MOBILE: 0419 958 770 EMAIL: castleton@westnet.com.au

22 May 2025

Elodie Sauvage
Western Power
GPO Box L921
Perth WA 6842

Dear Elodie

RE: WAPC# 162046: Lot 102 Mayo Road, Wooroloo
Section 129BA Restrictive Covenant – Fire Separation (DP430096)

Thank you for your email containing the above document for signing.

I attach a signed original copy of this document. I also confirm I have paid the tax invoice number CORPB078337.

Our settlement agent is:

Woodbridge Settlements
Unit 3, 21 Spring Park Road
Midland WA 6936
Attention: Rochelle Wilkins
Email: woodbridge@woodbridgesettlements.com.au

Thank you for your assistance with this matter.

Yours sincerely

Paul D Marshall

Paul Marshall
Director

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

BLANK INSTRUMENT FORM

129BA RESTRICTIVE COVENANT (Note 1)

THIS AGREEMENT is made on the date in Part 1 of the Schedule:-

GOLUXE HOLDINGS PTY LTD (A.C.N. 674 559 061) of 73 Susannah Way, Gidgegannup, Western Australia, **("the Grantor", which expression includes its successors in title)** of the one part;

and

ELECTRICITY NETWORKS CORPORATION of 363-365 Wellington Street, Perth, Western Australia, trading as Western Power, a statutory corporation established pursuant to the Electricity Corporations Act 2005, and a Public Authority for the purposes of section 129BA of the Transfer of Land Act 1893 **("the Grantee" which expression includes its successors and assigns)** of the other part;

RECITALS:

A. The Grantor is the registered proprietor of an estate in Fee Simple free from encumbrances (except those described in Part 2 of the Schedule) in all the land being Lot 201 & 202 on Deposited Plan 430096 **("the Burdened Land")**

B. The Grantee owns and operates (or will construct, own and operate) an electricity distribution substation that may include a transformer or switchgear or both ("the Substation") on the road reserve adjacent to the area marked 'C' on Deposited Plan 430096 **("the Location")**.

C. The Grantor covenants with the Grantee that the covenant set out in this Deed will burden the Burdened Land while the Grantee continues to own, operate or both own and operate, the Substation from the Location.

OPERATIVE PART:

1. Recitals Included

All the recitals are included in the Operative Part as if each of them was repeated there in full.

2. Grantor's Covenants

The Grantor covenants with the Grantee not to construct, place or maintain or permit anyone else to construct, place or maintain a building, structure, vegetation or any other combustible material **("Combustible Material")** on the Burdened Land in the area marked 'C' on Deposited Plan 430096 unless the prior written consent of the Grantee is obtained to permit the construction, placement or maintenance of the Combustible Material which (if provided) may be subject to design requirements including those detailed in the Distribution Substation Plant Manual as amended or replaced.

THE SCHEDULE

Part 1 – Date of Agreement:

Dated this day of 20

Part 2 – Encumbrances (Burdened Land):

O109483 Notification
P015941 Easement

INTERESTED PARTIES CONSENT

I/WE, **ELECTRICITY NETWORKS CORPORATION** being the Grantee under and by virtue of registered Easement P015941 DO HEREBY CONSENT to the within Restrictive Covenant.

Signed for and on behalf of the Electricity Networks Corporation by persons authorised by its Board in accordance with Section 156(4) of the *Government Trading Enterprises Act 2023 (WA)*:

Signature of Authorised Person

Print Full Name & Position Title

In the Presence of:

Signature of Witness

Witness Full Name, Address & Occupation

Signature of Authorised Person

Print Full Name & Position Title

In the Presence of:

Signature of Witness

Witness Full Name, Address & Occupation

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SIGNED as Deed by the parties.

Executed by Goluxe Holdings Pty Ltd
(A.C.N. 674 559 061) in accordance with
section 127 of the *Corporations Act 2001* by:

Signature of Director

Signature of Director/Secretary

BRADLEY JOHN SNELL

Print Full Name

PAUL DOUGLAS MARSHALL

Print Full Name

Signed for and on behalf of the Electricity Networks Corporation by persons authorised by its Board in accordance with Section 156(4) of the *Government Trading Enterprises Act 2023 (WA)*:

Signature of Authorised Person

Print Full Name & Position Title

In the Presence of:

Signature of Witness

Witness Full Name, Address & Occupation

Signature of Authorised Person

Print Full Name & Position Title

In the Presence of:

Signature of Witness

Witness Full Name, Address & Occupation

INSTRUCTIONS

1. This form may be used only when a "Box Type" form is not provided or is unsuitable. It may be completed in narrative style.
2. If insufficient space hereon Additional Sheet Form B1 should be used.
3. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
4. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.

NOTES

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

Landgate

EXAMINED

OFFICE USE ONLY

LODGED BY WESTERN POWER

ADDRESS 363-365 WELLINGTON STREET
PERTH WA 6000

PHONE No. 9326 6308

EMAIL. conveyancing@westernpower.com.au

REFERENCE No. VOLUME 165 – VID 106441

ISSUING BOX No. **BOX 184K (PERTH)**

PREPARED BY AS ABOVE

ADDRESS

PHONE No.
FAX No.

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Nos.

Receiving Clerk

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

FORM B 2

FORM APPROVED
NO. B2891

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

BLANK INSTRUMENT FORM

GRANT OF EASEMENT

(Note 1)

THIS DEED is made the day of 2025.

B E T W E E N :

GOLUXE HOLDINGS PTY LTD (ACN 674 559 061) of 73 Susannah Way, Gidgegannup, Western Australia (**Grantor**)

A N D

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

R E C I T A L S :

A. The Grantor is registered as the proprietor of an estate in fee simple in the land described in Item 1 of the Schedule (**Servient Tenement**).

B. The Land is situated within the district of the Grantee and the Grantor by Application Number 162046 (**Subdivision**) applied to the Western Australian Planning Commission (**WAPC**) to subdivide land of which the Servient Tenement formed part. The Subdivision was approved by the WAPC on 16 August 2022 subject to conditions including the following:

"17. Easement(s) in accordance with Section 195 of the Land Administration Act 1997 specifying access rights for emergency fire purposes in favour of the Local Government and Department of Fire and Emergency Services are to be placed on the certificate(s) of title of the proposed lots 1, 10, 11, 29 and 32 and the deed(s) of easement to specify care and management

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of the easement area is by the Local Government. Notice of this easement(s) is to be included on the diagram or plan of survey (deposited plan). The easement(s) are to state as follows:

"6 metre wide permanent emergency access way for vehicles"."

(**Condition 17**)

C. The Grantor enters into this Deed to create, pursuant to section 195 of the *Land Administration Act 1997*, the easement to comply with Condition 17 of the Approval.

O P E R A T I V E P A R T :

1. DEFINITIONS

In this document:

Business Day means a day other than a Saturday, Sunday or public holiday in Western Australia.

Easement means the easement granted by the Grantor as set out in **clause 2** of this document.

Easement Area means that part of the Servient Tenement shown with the letter "B" on Deposited Plan 430096.

Servient Tenement means the land described in **Item 1** of the Schedule.

Specified Encumbrances means the limitations, interests, encumbrances and notifications listed in **Item 2** of the Schedule.

2. GRANT OF EASEMENT

The Grantor, being registered as the proprietor of an estate in fee simple in the Servient Tenement which is subject to the Specified Encumbrances, pursuant to section 195 of the *Land Administration Act* 1997 transfers and grants to the Grantee and its authorised

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officers, invitees, employees, agents and other persons from time to time authorised by it (**Authorised Users**) to at all times in common with the Grantor and all other persons having the like right, and persons authorised by the Grantor, the right of carriageway with the full and free right, liberty, power and authority from time to time and at all times hereafter to go, pass and repass for fire fighting, fire prevention (including, in respect of the Grantee only, the maintenance of strategic fire breaks) and fire emergency access and egress purposes either with or without vehicles (including without limitation emergency vehicles) over, along and across the Easement Area.

3. GRANTOR'S COVENANTS

The Grantor COVENANTS AND AGREES with the Grantee that:

(a) Grantor's Power

Notwithstanding anything made, done, omitted or knowingly suffered, the Grantor has full power to make the grant set out herein and assures the Grantee such grant shall remain to and be quietly held and enjoyed by the Grantee and the benefit thereof shall be received and taken accordingly without interruption or disturbance by the Grantor or any person claiming by, through, under or in trust for or in any way against the Grantor.

(b) Indemnity to Other Interest Holders

In the event that the grant set out herein or the lawful use of the Easement impinges on the rights of prior equitable interest holders in the Servient Tenement, the Grantor INDEMNIFIES the Grantee against any claim that may arise out of such circumstances.

(c) Grantor to Perfect Grant Where Required

The Grantor and every other person having or rightfully claiming any estate or interest in the Servient Tenement will from time to time and at all times hereafter at the request of the Grantee do all such lawful assurances and things for more perfectly assuring the grant set out herein as the Grantee reasonably requires.

(d) No Obstruction of Easement

(i) Subject to **clause 3(e)** the Grantor will not construct erect or build or suffer to be constructed erected or built any building, structure or obstruction whatsoever on the Easement Area or any part thereof or use or permit the Servient Tenement to be used in such a way as to obstruct or interfere with the use of the Easement without the consent in writing of the Grantee first being obtained and nor will the Grantor construct or cause to be constructed any fence or obstruction on the boundary of the Servient Tenement where the Easement adjoins a neighbouring lot other than in accordance with any fencing/gate proposal approved by the Grantee or unless agreed to in writing by the Grantee and subject to the Grantor providing access codes to the Grantee and the Grantee's Ranger and Emergency Services or such that access can be readily obtained when required during an emergency situation.

(ii) In the event the Grantor fails to comply with its obligations outlined in **clause 3(d)(i)**, the Grantee may give the Grantor a notice requiring the Grantor to remove such building, structure, obstruction or impediment.

(iii) If the Grantor fails to comply with the requirements of the Grantee's notice, referred to in **clause 3(d)(ii**) above, within 10 days after receipt of the notice (or immediately in the event of an emergency), the Grantee may enter onto the Servient Tenement to remove such building, structure, obstruction or impediment and the costs of such removal are to be a liquidated debt recoverable from the Grantor in a court of competent jurisdiction.

(e) Approved Gates, Fencing & Signage

The Grantor covenants and agrees with the Grantee that:

(i) it shall be responsible to repair and maintain at the Grantor's cost any signage, gates and signage approved by the Grantee pursuant to **clause 3(d)** at the Grantor's cost with the exception of any repairs and maintenance which are required due to the actions of the Grantee or its Authorised Users;

(ii) it shall install any EAW signs (**EAW Signs**) which may be required to be

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installed on the Easement Area by the Grantee in accordance with the specifications of and to the satisfaction of the Grantee however the maintenance of any EAW Signs shall be the responsibility of the Grantee.

(f) Construction of Easement

The Grantor covenants and agrees to construct the Easement Area in accordance with the Grantee's requirements and to the Grantee's reasonable satisfaction.

4. GRANTEE'S COVENANTS AND ACKNOWLEDGEMENTS

The Grantee acknowledges that:

(a) the rights created in the Easement herein are not granted exclusively and are granted by the Grantor in common with the corresponding rights of the Grantor and other persons lawfully entitled to exercise such rights and that where the consent of the Grantee is required pursuant to the terms of this grant, such consent shall not unreasonably be withheld or delayed; and

(b) in the event the Grantor needs to obstruct a portion of the Easement Area temporarily for a purpose associated with the use of the Servient Tenement, the Grantee will not unreasonably withhold or delay its consent PROVIDED THAT access through or to the Easement Area is not in the opinion of the Grantee unreasonably impeded.

5. EASEMENT TO RUN WITH SERVIENT TENEMENT

The Easement is intended to run with the Servient Tenement and to bind the Grantor and every successive registered proprietor of the Servient Tenement in favour of the Grantee.

6. MAINTENANCE OF EASEMENT

The Grantee agrees with the Grantor:

Type text

(a) to maintain, at the Grantee's cost, the Easement Area to a reasonable trafficable standard for fire-fighting vehicles and to accommodate 2WD vehicles in all weather conditions 24 hours per day, 7 days a week and 12 months of the year and to carry

out any repairs necessary to ensure that the Easement Area is in a safe and tidy condition so as to ensure that the Easement Area provides a safe passage for all vehicles during an evacuation;

(b) to maintain the Easement Area in accordance with any Bushfire Guidelines so that the Easement Area may serve as a firebreak in satisfaction of the Bushfire Guidelines;

(c) promptly rectify any damage which the Grantee is required to repair pursuant to **clause 3(e)** to the satisfaction of the Grantor;

(d) in the event the Grantee fails to carry out any maintenance or repairs required to be carried out by the Grantee pursuant to **clause 3(e)** or **clause 6**, the Grantor may issue a written notice to the Grantee requiring the Grantee to carry out the specified works (**Works Notice**);

(e) if the event the Grantee fails to carry out the works specified in the Works Notice within 28 days after receipt of the Works Notice (or immediately in the event of an emergency), the Grantor may carry out those works and the costs of such works shall be payable by the Grantee.

7. GENERAL

7.1 Duty, costs and registration fees

The Grantor must pay all duty assessed on this document and all Landgate fees for the registration of this document, and all costs including the Grantee's solicitor's costs of and incidental to the preparation, review and modification of this document.

7.2 Further assurances

Each party agrees to sign, execute and complete all further assurances and documents and to do all things reasonably required to complete the matters set out in, or contemplated by, this document; and register this document at Landgate.

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7.3 Interpretation

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

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

The Schedule forms part of this document.

When the day or last day for doing an act is not a Business Day, the day or last day for doing the act will be the next following Business Day.

Unless contrary to the sense or context, a reference to a party includes that party's executors, administrators, personal representatives, successors and assigns.

A reference to a statute includes a regulation, by-law, requisition or order made under that statute and any amendment to or re-enactment of that statute, regulation, by-law, requisition or order from time to time in force.

Where applicable:

(a) words denoting the singular include the plural;

(b) words denoting the plural include the singular; and

(c) words denoting a gender include each gender.

Reference to a thing (including any reference in a definition in this clause) includes a reference to the whole and each part of that thing.

Unless the context otherwise requires a reference to a clause is a reference to a clause of this document, and a reference to a subclause is a reference to a subclause of the clause in which the reference occurs.

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Where applicable, a reference to a person includes a body corporate and reference to a

body corporate includes a natural person.

S C H E D U L E

ITEM 1: THE SERVIENT TENEMENT

Lot 201 on Deposited Plan 430096 and being the whole of the land comprised in Certificate of Title Volume Folio .

ITEM 2: ENCUMBRANCES

1. Notification O109483;

2. Easement P015941;

3. Restrictive Covenant pursuant to section 129BA o the *Transfer of Land Act 1893* (Energy Networks Corporation- Fire Protection Zone) – see Deposited Plan 430096;

4. Notification pursuant to section 165 of the *Planning and Development Act 2005* (Dual zoning development requirements) – see Deposited Plan 430096; and

5. Notification pursuant to section 70A of the *Transfer of Land Act 1893* (no reticulated sewerage service available) – see Deposited Plan 430096.

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EXECUTED by the parties as a Deed:

EXECUTED by GOLUXE HOLDINGS PTY LTD (ACN 674 559 061) pursuant to Section 127 of the Corporations Act:

Paul Douglas Marshall

Full Name of Director

Signature of Director

Bradley John Snell

Full Name of Director

Signature of Director

Executed on behalf of SHIRE OF MUNDARING under authority of the *Local Government Act 1995* pursuant to s9.49A:)
)
)

(Signed)

(Position)

(Print Full Name)

INSTRUCTIONS

1. This form may be used only when a "Box Type" form is not provided or is unsuitable. It may be completed in narrative style.
2. If insufficient space hereon Additional Sheet Form B1 should be used.
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NOTES

1. Insert document type.
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EXAMINED

Type text

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OFFICE USE ONLY

LODGED BY	McLeods Lawyers
ADDRESS	220 Stirling Highway CLAREMONT WA 6010
PHONE No.	9383 3133
EMAIL.	property@mcleods.com.au
REFERENCE No.	FG:MUND:55372 Easement (Emergency Access)
ISSUING BOX No.	346K

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

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

TITLES, LEASES, DECLARATIONS ETC. LODGED HEREWITH

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Received Items

Nos.

Receiving Clerk

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