

ANNEXURE

B

This annexure forms part of the Contract for the Sale of Land or Strata Title for the Property at

4 Draper Road, Mahogany Creek

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
<div></div>	<div></div>	<div></div>	<div></div>
BUYER SIGNATURE	BUYER SIGNATURE	SELLER SIGNATURE	SELLER SIGNATURE
<div></div>	<div></div>	<div></div>	<div></div>

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:   
Address   
Suburb  State  Postcode

As Agent for the Seller / ~~Buyer~~

THE BUYER

Name   
Address   
Suburb  State  Postcode   
Name   
Address   
Suburb  State  Postcode

EMAIL: The Buyer consents to Notices being served at:

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

☐ Sole owner    ☐ Joint Tenants    ☐ Tenants in Common specify the undivided shares

SCHEDULE

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

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

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

**Purchase Price**   
**Settlement Date**   
**Property Chattels** including

GST WITHHOLDING

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

FINANCE CLAUSE IS APPLICABLE	FINANCE CLAUSE IS NOT APPLICABLE
LENDER/ <input type="text"/> MORTGAGE BROKER (NB: If blank, can be any) LATEST TIME: 4pm on: <input type="text"/> AMOUNT OF LOAN: <input type="text"/> SIGNATURE OF BUYER <input type="text"/>	Signature of the Buyer if Finance Clause IS NOT applicable <input type="text"/> <input type="text"/>

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

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



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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:
    - (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.

contract for sale of land or strata title  
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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

<b>Name</b>	Stephen John Kiernan		
<b>Address</b>	4 Draper Road		
<b>Suburb</b>	Mahogany Creek	<b>State</b>	WA
		<b>Postcode</b>	6072
<b>Name</b>	Maureen Kay Kiernan		
<b>Address</b>	4 Draper Road		
<b>Suburb</b>	Mahogany Creek	<b>State</b>	WA
		<b>Postcode</b>	6072

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
<b>Name</b>		
<b>Signature</b>		

## 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 <i>"Duplicate Certificate of Title"</i>	Delete the definition of <i>"Duplicate Certificate of Title"</i> .

### Buyer

Signature 

Name \_\_\_\_\_

Date \_\_\_\_\_

Signature 

Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

### Seller

Signature \_\_\_\_\_

Name **Stephen John Kiernan**

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name **Maureen Kay Kiernan**

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

4 Draper Road, Mahogany Creek

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 2011WA) qualified to remedy the matters set out in the Major Structural Defects Notice.
9.2 "Consultant" means an independent inspector qualified and experienced in undertaking pre-purchase property inspections to ascertain Major Structural Defects.
9.3 "Date" means the date inserted or calculated in clause 2. If nothing is inserted in clause 2 then the Date will be five (5) Business Days from the later of (i) the Contract Date; or (ii) the Latest Time for Financial Approval (if any).
9.4 "Major Structural Defects" means a fault or deviation from the intended structural performance of a building element and is a major defect to the building structure of sufficient magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility, or further deterioration of the building structure. Major Structural Defects does not include any non-structural element, e.g., roof plumbing and roof covering, general gas, water and sanitary plumbing, electrical wiring, partition walls, cabinetry, windows, doors, trims, fencing, minor structures, non-structural damp issues, ceiling linings, floor coverings, decorative finishes such as plastering, painting, tiling etc., general maintenance, or spalling of masonry, fretting of mortar or rusting of primary structural elements.
9.5 "Major Structural Defects Notice" means a Notice in writing from the Buyer to the Seller to provide the Seller with the opportunity to agree to rectify the Major Structural Defects that the Buyer requires to be rectified.
9.6 "Report" means the report performed in accordance with Appendix A of the Standard by a Registered Builder. 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

WESTERN



AUSTRALIA

TITLE NUMBER

Volume

Folio

**4072**

**297**

## RECORD OF CERTIFICATE OF TITLE

UNDER THE TRANSFER OF LAND ACT 1893

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

*BGRoberts*  
REGISTRAR OF TITLES



### LAND DESCRIPTION:

LOT 1 ON DEPOSITED PLAN 426161

### REGISTERED PROPRIETOR: (FIRST SCHEDULE)

STEPHEN JOHN KIERNAN  
MAUREEN KAY KIERNAN  
BOTH OF 6 DRAPER ROAD MAHOGANY CREEK WA 6072  
AS JOINT TENANTS

(AF Q376510) REGISTERED 1/5/2025

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

1. P215711 MORTGAGE TO WESTPAC BANKING CORPORATION REGISTERED 13/7/2022.
2. Q376511 NOTIFICATION CONTAINS FACTORS AFFECTING THE WITHIN LAND. LODGED 1/5/2025.
3. Q376512 NOTIFICATION SECTION 165 PLANNING & DEVELOPMENT ACT 2005 LODGED 1/5/2025.

Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required.  
Lot as described in the land description may be a lot or location.

-----END OF CERTIFICATE OF TITLE-----

### STATEMENTS:

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

SKETCH OF LAND: DP426161  
PREVIOUS TITLE: 1686-281  
PROPERTY STREET ADDRESS: 4 DRAPER RD, MAHOGANY CREEK.  
LOCAL GOVERNMENT AUTHORITY: SHIRE OF MUNDARING







# Deposited Plan 426161

Lot	Certificate of Title	Lot Status	Part Lot
1	4072/297	Registered	
2	4072/298	Registered	

### 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

Q376512 NO

07 Apr 2025 11:25:11 Perth



### NOTIFICATION

Planning & Development Act 2005  
Section 165

LODGED BY

JASC

ADDRESS

64A NORLAND WAY  
SPEARWOOD

PHONE No.

0418930 886

FAX No.

joolsey-a@hotmail.com

REFERENCE No.

ISSUING BOX No.

888 U

PREPARED BY

AS ABOVE

ADDRESS

PHONE No.

FAX No.

REFERENCE No.

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

3/3

TITLES, LEASES, DECLARATIONS ETC LODGED HERewith

1. Letter	Received Items
2.	Nos.
3.	
4.	1-1
5.	Receiving Clerk
6.	

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.

TO: REGISTRAR OF TITLES  
REGISTRAR OF DEEDS AND TRANSFERS

WESTERN AUSTRALIAN PLANNING COMMISSION	
FILE No.	163400

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
FREEHOLD LOTS 1 AND 2 ON DEPOSITED PLAN 426161 PREVIOUSLY KNOWN AS LOT 93 ON PLAN 4465	WHOLE	1686	281

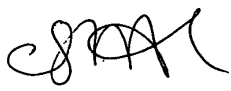
REGISTERED PROPRIETOR OF LAND (Note 2)

STEPHEN JOHN KIERNAN AND MAUREEN KAY KIERNAN  
6 DRAPER ROAD  
MAHOGANY CREEK WA 6072

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 OF THIS LAND

Dated this	6th	day of	September	Year	2023
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EXECUTION BY WESTERN AUSTRALIAN PLANNING COMMISSION (Note 3)	
For: WESTERN AUSTRALIAN PLANNING COMMISSION	<div>Western Australian Planning Commission</div> <div> Cathryn Stafford</div> <div>Senior Planning Support Officer Under authority delegated pursuant to s.16 of the Planning &amp; Development Act 2005</div>

**Document Notes:**

IMPORTANT: THIS PAGE FORMS PART OF DOCUMENT [Q376512] AND MAY CONTAIN REFERENCES TO AMENDMENTS OR CORRECTIONS TO THE DOCUMENT

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2/5/2025 08:45:47

Notification is re-timeclocked to 1 May 2025.

See letter dated 7 April 2025 from Julie Ascic Strata Consultancy.

## JULIE ASCIC STRATA CONSULTANCY

64A Norland Way, Spearwood WA 6163

Email: [joolsey\\_a@hotmail.com](mailto:joolsey_a@hotmail.com)

Mobile: 0418 930 886

ABN 131 647 394 33

EV003076142 LTR



Landgate

Midland Square

Midland

I Julie Ascic on behalf of Julie Ascic Strata Consultancy am the Strata Consultant/Settlement Agent for the applicant/registered proprietors. I have authority to make and to authorise on behalf of such persons the following amendment.

I acknowledge that the registration date for the documents necessary to issue Certificates of Title and any following documents for DP 426161 will be altered to concur with the yet to be established 'In Order for Dealings' date of the said Deposited Plan.

Julie Ascic / Strata Consultant

7/4/2025

Date



### 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



EXAMINED

OFFICE USE ONLY

Q376511 NR

07 Apr 2025 11:25:11 Perth



### NOTIFICATION

LODGED BY

JASC

ADDRESS

64A NORLAND WAY  
SPEARWOOD

PHONE No.

048930 886

FAX No.

joolsey\_a@hotmail.com

REFERENCE No.

ISSUING BOX No.

888 V

PREPARED BY

AS ABOVE

ADDRESS

PHONE No.

FAX No.

REFERENCE No.

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

2/3

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_  
4. \_\_\_\_\_  
5. \_\_\_\_\_  
6. \_\_\_\_\_

Received Items

Nos.

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.



**NOTIFICATION  
UNDER SECTION 70A**

DESCRIPTION OF LAND (Note 1)

FREEHOLD LOTS 1 AND 2 ON DEPOSITED PLAN 426161  
PREVIOUSLY KNOWN AS LOT 93 ON PLAN 4465EXTENT  
WHOLEVOLUME  
1686FOLIO  
281

REGISTERED PROPRIETOR (Note 2)

STEPHEN JOHN KIERNAN AND MAUREEN KAY KIERNAN  
6 DRAPER ROAD  
MAHOGANY CREEK WA 6072

LOCAL GOVERNMENT / PUBLIC AUTHORITY (Note 3)

SHIRE OF MUNDARING

FACTOR AFFECTING USE OR ENJOYMENT OF LAND (Note 4)

A RETICULATED SEWERAGE SERVICE IS NOT AVAILABLE TO THE LOT

Dated this

6

day of

SEPTEMBER

Year 2023

LOCAL GOVERNMENT/PUBLIC AUTHORITY ATTESTATION (Note 5)

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

Signature:



Signer name:

JASON WHITEAKER

Signer organisation:


SHIRE OF MUNDARING

Signer designation:

CHIEF EXECUTIVE OFFICER

REGISTERED PROPRIETOR/S SIGN HERE (Note 6)

Signed

 S J KIERNAN

in the

presence of



Aimee Kiernan (Salesperson)

Signed

 MAUREEN KAY KIERNAN

in the

presence of



Aimee Kiernan (Salesperson)

**Document Notes:**

IMPORTANT: THIS PAGE FORMS PART OF DOCUMENT [Q376511] AND MAY CONTAIN REFERENCES TO AMENDMENTS OR CORRECTIONS TO THE DOCUMENT

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2/5/2025 08:41:26

Witness details are amended to include  
" 6 DRAPER ROAD, MAHOGANY CREEK"

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2/5/2025 08:45:33

Notification is re-timeclocked to 1 May 2025.  
See letter dated 7 April 2025 from Julie Ascic Strata Consultancy.

## JULIE ASCIC STRATA CONSULTANCY

64A Norland Way, Spearwood WA 6163

Email: [joolsey\\_a@hotmail.com](mailto:joolsey_a@hotmail.com)

Mobile: 0418 930 886

ABN 131 647 394 33

EV003076142 LTR



Landgate

Midland Square

Midland

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I acknowledge that the registration date for the documents necessary to issue Certificates of Title and any following documents for DP 426161 will be altered to concur with the yet to be established 'In Order for Dealings' date of the said Deposited Plan.

Julie Ascic / Strata Consultant

7/4/2025

Date

