

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



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OF WESTERN AUSTRALIA (INC.)
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000009812475



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.
WARNING - If the Purchase Price is \$750,000 or more a Withholding Tax may apply to this Contract (see 2022 General Condition 3.7).
WARNING - If GST is relevant to this transaction then the relevant GST provision should be outlined in the Special Conditions or in an attached GST Annexure, which forms part of this Contract.

TO:
Address
Suburb State Postcode

As Agent for the Seller / ~~Buyer~~

THE BUYER

Name
Address
Suburb State Postcode

Name
Address
Suburb State Postcode

EMAIL: The Buyer consents to Notices being served at:

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

Sole owner Joint Tenants Tenants in Common specify the undivided shares

SCHEDULE

The **Property** at:

Address
Suburb State Postcode
Lot Deposited/~~Survey~~/~~Strata~~/~~Diagram~~/Plan Whole / ~~Part~~ Vol Folio

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

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

Purchase Price

Settlement Date

Property Chattels including

GST WITHHOLDING

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

FINANCE CLAUSE IS APPLICABLE

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

FINANCE CLAUSE IS NOT APPLICABLE

Signature of the Buyer if Finance Clause IS NOT applicable

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

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CONDITIONS

1. SUBJECT TO FINANCE

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

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

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

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

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

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

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

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

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

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

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

1.4 Finance Approval: Approval Notice Given

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

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

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

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

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

1.6 Buyer Must Keep Seller Informed: Evidence

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

1.7 Right To Terminate

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

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

1.8 Waiver

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

1.9 Definitions

In this Clause:

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

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

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

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

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

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

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

Latest Time means:

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

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

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

Non Approval Notice means:

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

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

SPECIAL CONDITIONS

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

2. The Buyer is aware and accepts "RESTRICTIVE COVENANT BENEFIT/BURDEN - SEE DEPOSITED PLAN 54605 AND INSTRUMENT K212263" on the Certificate of Title.

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

SPECIAL CONDITIONS - Continued

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

| | | | |
|-----------|--|------|--|
| Signature | | Date | |
| Signature | | Date | |

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

| | | | |
|-------------|------------------------|----------|------|
| Name | CHANDRASIRI KANDEMULLA | | |
| Address | 23 Whittaker Turn | | |
| Suburb | Piara Waters | State | WA |
| | | Postcode | 6112 |
| Name | SHANTHI KANDEMULLA | | |
| Address | 23 Whittaker Turn | | |
| Suburb | Piara Waters | State | WA |
| | | Postcode | 6112 |

EMAIL: The Seller consents to Notices being served at:

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

| | | | |
|-----------|--|------|--|
| Signature | | Date | |
| Signature | | Date | |

RECEIPT OF DOCUMENTS
The Buyer acknowledges receipt of the following documents:

| | |
|---|--|
| 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 | <input style="width: 90%;" type="text"/> | <input style="width: 90%;" type="text"/> |
| Signature | <input style="width: 90%; background-color: yellow;" type="text"/> | <input style="width: 90%;" type="text"/> |
| | <input style="width: 90%; background-color: yellow;" type="text"/> | <input style="width: 90%;" type="text"/> |

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 CHANDRASIRI KANDEMULLA

Date _____

Signature _____

Name SHANTHI KANDEMULLA

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR TIMBER PESTS



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000008929626



ANNEXURE

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

23 Whittaker Turn, Piara Waters WA 6112

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

2660 602

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 351 ON DEPOSITED PLAN 54605

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

CHANDRASIRI KANDEMULLA
SHANTHI KANDEMULLA
BOTH OF 23 WHITTAKER TURN, PIARA WATERS
AS JOINT TENANTS

(T K500827) REGISTERED 7/2/2008

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

1. RESTRICTIVE COVENANT BENEFIT - SEE DEPOSITED PLAN 54605 AND INSTRUMENT K212263.
2. RESTRICTIVE COVENANT BURDEN - SEE DEPOSITED PLAN 54605 AND INSTRUMENT K212263.
3. M761987 MORTGAGE TO WESTPAC BANKING CORPORATION REGISTERED 9/9/2014.
4. N935272 MORTGAGE TO WESTPAC BANKING CORPORATION REGISTERED 3/7/2018.

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.

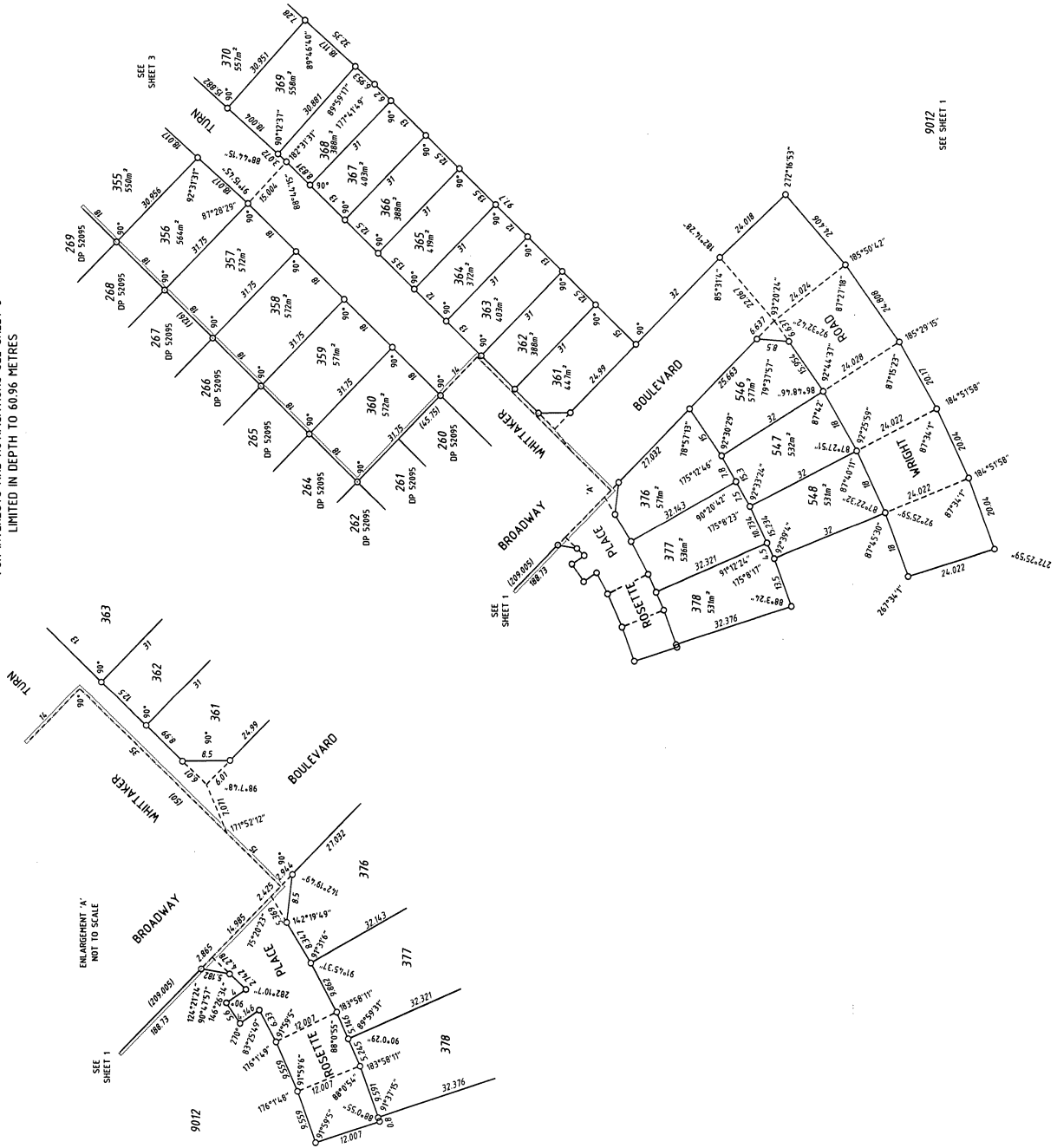
| | |
|-----------------------------|----------------------------------|
| SKETCH OF LAND: | DP54605 |
| PREVIOUS TITLE: | 2657-769 |
| PROPERTY STREET ADDRESS: | 23 WHITTAKER TURN, PIARA WATERS. |
| LOCAL GOVERNMENT AUTHORITY: | CITY OF ARMADALE |



DP 54605 (02)

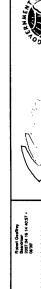


FOR HEADING SEE SHEET 1
FOR INTERESTS AND NOTIFICATIONS SEE SHEET 3
LIMITED IN DEPTH TO 60.96 METRES



1:1000 (2019) 1:1000 (2019) 1:1000 (2019)

SCALE: 1:1000
AT AS SIZE
ALL DIMENSIONS ARE IN METRES



Landgate
Western Australian Land Information Authority

DEPOSITED PLAN

54605
ORIGINAL

| | |
|--------------|--|
| Project Name | 315566 |
| Proposed by | WESTERN AUSTRALIAN PLANNING COMMISSION |
| DATE | 31/5/2007 |
| SHEET | 2 |
| OF | 3 |
| SECTION | 12 |

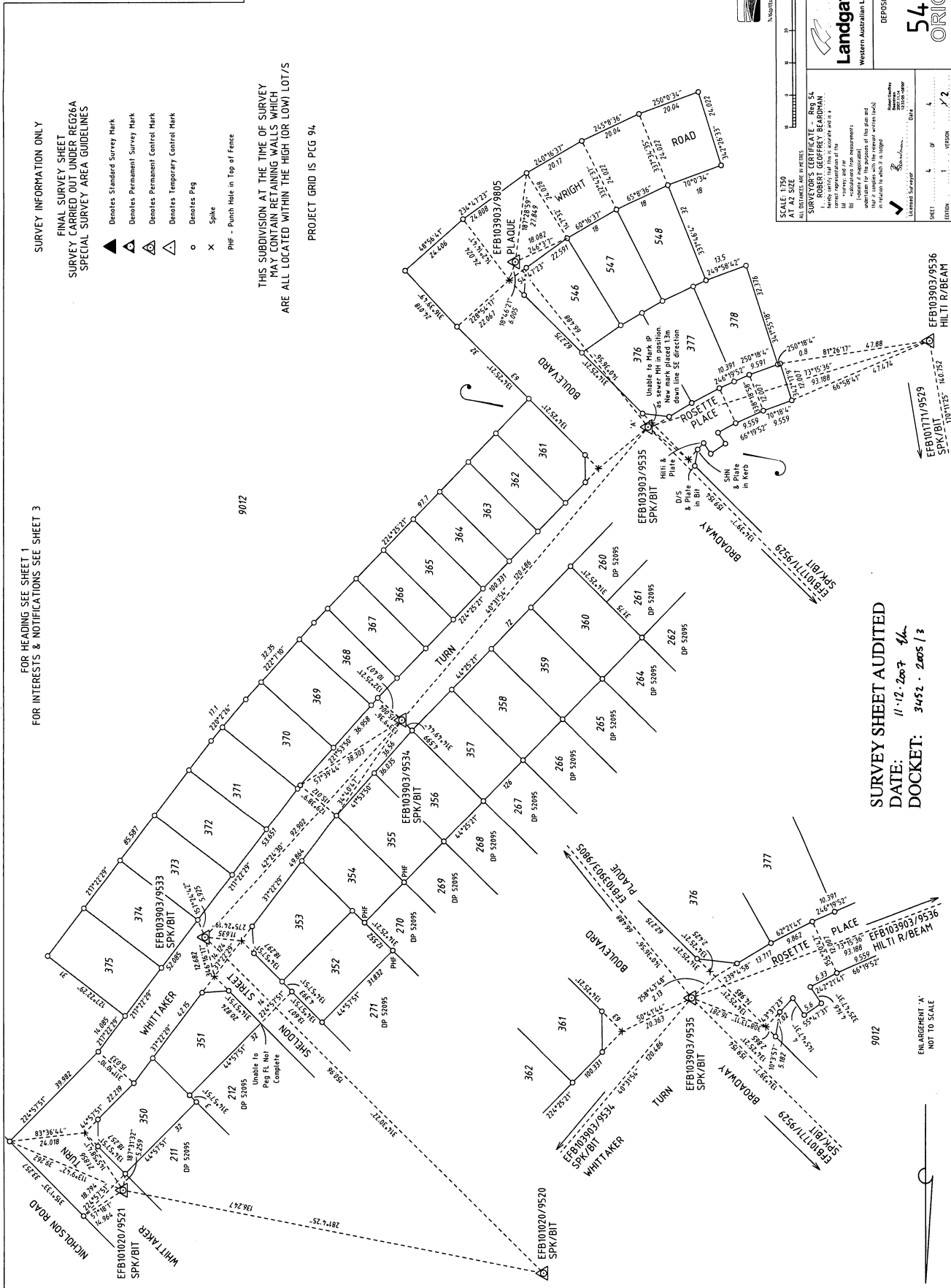


- SURVEY INFORMATION ONLY**
FINAL SURVEY SHEET
SURVEY CARRIED OUT UNDER REG26A
SPECIAL SURVEY AREA GUIDELINES
- ▲ Denotes Standard Survey Mark
 - △ Denotes Permanent Survey Mark
 - ◻ Denotes Permanent Control Mark
 - ◻ Denotes Temporary Control Mark
 - Denotes Peg
 - X Spike
 - PHF - Punch Hole in Top of Fence

THIS SUBDIVISION AT THE TIME OF SURVEY
 MAY CONTAIN RETAINING WALLS WHICH
 ARE ALL LOCATED WITHIN THE HIGH (OR LOW) LOT/S

PROJECT GRID IS PCG 94

FOR HEADING SEE SHEET 1
 FOR INTERESTS & NOTIFICATIONS SEE SHEET 3



Landgate
 Western Australian Land Information Authority

DEPOSITED PLAN
54605
 ORIGINAL

SCALE: 1:1000
 AT AS SIZE

SURVEYOR'S CERTIFICATE - Reg 54
 I, ROBERT GEOFFREY BRADMAN
 being a duly qualified and licensed
 Surveyor and the person who
 conducted the survey and the
 person who supervised the
 survey, do hereby certify that
 the plan is a true and correct
 representation of the land
 surveyed and the interests therein
 in relation to which it is lodged.

DATE: 11/12/2007
 SHEET: 4 OF 4
 VERSION: 1.2

SURVEY SHEET AUDITED
 DATE: 11/12/2007 *AK*
 DOCKET: 34452 - 2nos / 3

ENLARGEMENT 'A'
 NOT TO SCALE

Deposited Plan 54605

| <u>Lot</u> | <u>Certificate of Title</u> | <u>Lot Status</u> | <u>Part Lot</u> |
|------------|-----------------------------|-------------------|-----------------|
| 350 | 2660/601 | Registered | |
| 351 | 2660/602 | Registered | |
| 352 | 2660/603 | Registered | |
| 353 | 2660/604 | Registered | |
| 354 | 2660/605 | Registered | |
| 355 | 2660/606 | Registered | |
| 356 | 2660/607 | Registered | |
| 357 | 2660/608 | Registered | |
| 358 | 2660/609 | Registered | |
| 359 | 2660/610 | Registered | |
| 360 | 2660/611 | Registered | |
| 361 | 2660/612 | Registered | |
| 362 | 2660/613 | Registered | |
| 363 | 2660/614 | Registered | |
| 364 | 2660/615 | Registered | |
| 365 | 2660/616 | Registered | |
| 366 | 2660/617 | Registered | |
| 367 | 2660/618 | Registered | |
| 368 | 2660/619 | Registered | |
| 369 | 2660/620 | Registered | |
| 370 | 2660/621 | Registered | |
| 371 | 2660/622 | Registered | |
| 372 | 2660/623 | Registered | |
| 373 | 2660/624 | Registered | |
| 374 | 2660/625 | Registered | |
| 375 | 2660/626 | Registered | |
| 376 | 2660/627 | Registered | |
| 377 | 2660/628 | Registered | |
| 378 | 2660/629 | Registered | |
| 546 | 2660/630 | Registered | |
| 547 | 2660/631 | Registered | |
| 548 | 2660/632 | Registered | |
| 9012 | 2660/633 (Cancelled) | Retired | |
| 0 | N/A | Registered | |
| 0 | N/A | Retired | |
| 0 | N/A | Retired | |
| 0 | N/A | Retired | |
| 0 | N/A | Retired | |
| 0 | N/A | Registered | |
| 0 | N/A | Registered | |
| 0 | N/A | Registered | |
| 0 | N/A | Registered | |



INSTRUCTIONS

1. This form may only be used 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 address and occupation of the witness must be stated.

EXAMINED

Handwritten signature

OFFICE USE ONLY

LC **K212263 RC**
31 May 2007 16:04:10 Midland
REG \$ 82.00

PHS
100 St Georges Terrace
Perth Western Australia 6000
FAX No. (08) 9449 6650 Fax (08) 9449 6779
I TO Box No. 162V
REFERENCE No.

ISSUING BOX No.

PREPARED BY JACKSON McDONALD

ADDRESS Level 25, 140 St Georges Terrace
PERTH WA 6000
Ref: GRB:7122070
DOC: kab 987338 1.DOC
Newhaven Forrestdale Release - DP 54605

PHONE No. (08) 9426 6611 FAX No. (08) 9481 8649

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

TITLES, LEASES, DECLARATIONS ETC LODGED HERewith

| 1. | Received Items |
|----|-----------------|
| 2. | Nos. |
| 3. | 2/2 |
| 4. | |
| 5. | |
| 6. | 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.



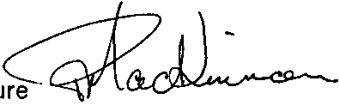
EXECUTED BY THE REGISTERED PROPRIETOR AS A DEED

SIGNED by **JOHN PAUL FORD**
as Attorney for
STOCKLAND WA DEVELOPMENT PTY LTD
ACN 000 097 825
under Power of Attorney J461922
In the presence of:

PA OK



JOHN PAUL FORD

Witness Signature 

Name: Priscilla MacKinnon
Contracts Manager
Suite 1 Level 4
Address: 85 South Perth Esplanade
South Perth WA

Occupation:



SCHEDULE

1. Subdivision Land

Lots 350-378, 546-548, 9012, Roads & Restrictive Covenants on Deposited Plan 54605.

2. Burdened Lots

Lots 350-378, 546-548 on Deposited Plan 54605.

3. Benefited Lots

Lots 350-378, 546-548 on Deposited Plan 54605.

4. Encumbrances

Mortgage J905584

As to Lot 9012 : Easement - DOC J679218 - Benefit to Water Corporation.



- 2.6 No commercial vehicle (which includes a truck, bus, tractor, panel van or utility), boat or caravan may be parked on the Land unless not visible to public view.
- 2.7 No repair or restoration of any motor vehicle, boat, boat trailer or any other vehicle or any other machine may be carried out on the Land unless it is behind the building line of the residence and is not visible to public view.
- 2.8 Not for the longer of three years after the date of this Deed and before any building is erected on the Land display a "For Sale" sign but this restriction shall not operate to prevent the sale or other disposal of the Land without displaying a sign.

These covenants will not be modified, surrendered, released or abandoned either wholly or partially except with the prior written consent of the Registered Proprietor. The owner from time to time will not make an application to any Court, the Commissioner of Titles or the Office of Titles for the partial or complete modification, removal or extinguishment of the covenants.

3. **Separate and Distinct**

Each Restrictive Covenant is a separate and distinct Restrictive Covenant, and if any Restrictive Covenant or its application to any person or circumstances is or becomes invalid or unenforceable then the remaining Restrictive Covenants will not be affected and each remaining Restrictive Covenant will be valid and enforceable to the fullest extent permitted by law.

4. **Term of Restrictive Covenants**

These Restrictive Covenants shall expire and cease to have effect on 31 December 2017.

- (iv) that does not cut through a footpath;
- (f) the face wall comprises a minimum of two colours or two materials (excluding windows and garage doors);
- (g) the roof:
 - (i) has a minimum pitch of 24° to the main roof; and
 - (ii) is constructed of clay or concrete tiles or custom orb metal deck sheeting.
- (h) the rear and side boundary fencing is constructed of Colorbond colour Teatree and at least 1.8 metres high; and
- (i) in the case of a wall or fence from the residence to the boundary of an adjoining lot, that wall or fence is at least 1.8 metres high and constructed from materials consistent with the face wall or rear and side boundary fencing, and set back at least 1 metre from the corner of the residence.

2.2 No residence shall be erected on the Land, which:

- (a) does not contain a double garage (not a carport) sufficient for at least two motor vehicles side-by-side;
- (b) comprises a garage outside the main roof area that does not match or complement the residence as to pitch of roof, material, design, colour and external appearance;
- (c) has a garage door protruding more than 2 metres forward of the main front building line;
- (d) comprises a garage with a front setback of not less than 4.5 metres;
- (e) has a roof made from zincalume;
- (f) has fencing, which extends forward of the front building line of the residence;
- (g) has air conditioning or cooling units, which protrude above ridge lines and gables, unless the air conditioning or cooling units are obscured from clear view from the public domain and are positioned to minimise noise impact on neighbouring residents;
- (h) has a solar hot water unit, unless the solar hot water unit is integrated with and matches the roof profile and pitch of the residence and does not protrude above the ridge line, and is not clearly visible from the public domain;
- (i) has TV antennae, satellite dishes, radio masts unless they are located in such a way that they minimise their impact on the visual quality and amenity of the area; or
- (j) has bin storage areas unless they are screened from view from the public domain, except on collection days.

2.3 No shed may be

- (a) constructed in the front or side yards; or
- (b) larger than 9m² floor area and higher than 300mm above any surrounding fence.

The Registered Proprietor may in its absolute discretion, permit the construction of a larger shed if it is constructed of the same materials, in the same colours, as the residence and complements the residence in design and style.

2.4 No fence or retaining wall installed by the Registered Proprietor on the Land shall be altered in any way without the prior written approval of the Registered Proprietor.

2.5 In the case of a corner lot, no residence shall be erected on the Land unless:

- (a) the residence's secondary street elevation matches the primary street elevation in colours, materials, openings and/or roof form for a minimum distance of 4 metres from the truncation of the corner; and
- (b) the side boundary fencing finishes at least 4 metres from the truncation of the corner.

BLANK INSTRUMENT FORM**DEED OF RESTRICTIVE COVENANT**

(Note 1)

THIS DEED is made the 25th day of May 2007

BY:

formerly
STOCKLAND WA DEVELOPMENT PTY LTD (ACN 000 097 825) of Suite 1, Level 4 South Shore Centre,
85 South Perth Esplanade, South Perth, ("Registered Proprietor")
now of P.O. Box 498, South Perth.

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- BACKGROUND:
- The Registered Proprietor is the registered proprietor in fee simple of the land described in item 1 of the schedule ("Subdivision Land"), subject to the encumbrances set out in item 2 of the schedule.
 - The Registered Proprietor intends to subdivide the Subdivision Land into the lots shown on Deposited Plan 54605 ("Plan").
 - In accordance with section 136D of the Transfer of Land Act, the Registered Proprietor requires each of the lots described in item 2 of the Schedule ("Burdened Lots") to be encumbered with the restrictive covenants set out in this Deed ("Restrictive Covenants") so that the Restrictive Covenants will be noted on the Plan, and, when separate Certificates of Title issue for each Burdened Lot, the burden of the Restrictive Covenants will be noted on each Certificate of Title for each Burdened Lot.

OPERATIVE PART:**1. Certificate of Title**

- Each Certificate of Title which issues for a Burdened Lot shall be encumbered by the Restrictive Covenants.
- The Restrictive Covenants on each Burdened Lot are for the benefit of those lots on the Plan described in item 3 of the Schedule ("Benefited Lots").
- The Restrictive Covenants will bind the successors in title and the registered proprietors from time to time of each Burdened Lot and the Restrictive Covenants will benefit the successors in title and the registered proprietors from time to time of each Benefited Lot.

2. Restrictive Covenants

The owner from time to time of each Burdened Lot ("Land") covenants with the Registered Proprietor as follows:

- No residence shall be erected on the Land unless:
 - the plans and specifications have been approved by the Registered Proprietor and appropriately endorsed;
 - the plans and specifications have been approved by the relevant planning and local authorities;
 - the minimum living area including external cavity walls is 180m², excluding verandahs, garages, covered porticos, alfresco areas and any other unenclosed areas;
 - where the Land is less than 480m², the minimum living area of the residence including external cavity walls is 140m², excluding verandahs, carports/garages, covered porticos, alfresco areas and any other unenclosed areas;
 - the residence has a driveway:
 - at least 4m wide;
 - that is completed before occupation of the residence;
 - not constructed of grey or painted in situ concrete; and