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 11 Perlis Road
Suburb Brabham State WA Postcode 6055
Lot 1319 Deposited/Survey/Strata/Diagram/Plan 404320 Whole / ~~Part~~ Vol 2876 Folio 423
A **deposit** of $ of which $ 0 is paid now and $ to be paid within 7 days of acceptance
to be held by First National Real Estate Genesis
("the Deposit Holder"). The balance of the Purchase Price to be paid on the Settlement Date.

Purchase Price
Settlement Date
Property Chattels including All fixed floor coverings, light fittings, window treatments and all pool equipment as inspected and where applicable.

GST WITHHOLDING

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

FINANCE CLAUSE IS APPLICABLE

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

FINANCE CLAUSE IS NOT APPLICABLE

Signature of the Buyer if Finance Clause IS NOT applicable

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

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CONDITIONS

1. SUBJECT TO FINANCE

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

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

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

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

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

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

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

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

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

(a) the Finance Application has been rejected; or

(b) a Non Approval Notice, is given to the Seller or Seller Agent.

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

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

(a) an Approval Notice; or

(b) a Non Approval Notice;

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

1.4 Finance Approval: Approval Notice Given

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

(a) Finance Approval has been obtained; or

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

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

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

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

1.6 Buyer Must Keep Seller Informed: Evidence

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

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

1.7 Right To Terminate

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

(a) termination must be effected by written Notice to the other Party;

(b) Clauses 23 and 24 of the 2022 General Conditions do not apply to the right to terminate;

(c) upon termination the Deposit and any other monies paid by the Buyer must be repaid to the Buyer;

(d) upon termination neither Party will have any action or claim against the other for breach of this Contract, except for a breach of Clause 1.1 by the Buyer.

1.8 Waiver

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

1.9 Definitions

In this Clause:

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

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

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

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

(a) to a Lender to lend any monies payable under the Contract: or

(b) to a Mortgage Broker to facilitate an application to a Lender.

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

(a) for the Amount of Loan;

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

  and has in fact been satisfied.

Latest Time means:

(a) the time and date referred to in the Schedule; or

(b) if no date is nominated in the Schedule, then 4pm on the day falling 15 Business Days after the Contract Date.

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

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

Non Approval Notice means:

(a) advice in writing given by the Buyer or a Lender to the Seller, or Seller Agent to the effect that the Finance Application has been rejected or Finance Approval has not been obtained; or

(b) advice in writing from a Mortgage Broker to the Seller or Seller Agent to the effect that:
  (1) (i) they have made inquiries about the Buyer's requirements and objectives under this Contract;
    (ii) they have conducted a "preliminary assessment" pursuant to sections 116 and 117 of the Credit Protection Act of the suitability of the credit contract proposed for the Buyer arising from the Finance Application; and
    (iii) they have assessed that proposed credit contract as being unsuitable for the Buyer; or
  (2) the Finance Application to a Lender has been rejected.

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

SPECIAL CONDITIONS

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

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SPECIAL CONDITIONS - Continued

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

Signature	Date	Signature	Date
Signature	Date	Signature	Date

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

Name Ray Adams

Address 11 Perlis Road

Suburb Brabham State WA Postcode 6055

Name

Address

Suburb State Postcode

EMAIL: The Seller consents to Notices being served at:

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

Signature	Date	Signature	Date
Signature	Date	Signature	Date

RECEIPT OF DOCUMENTS

The Buyer acknowledges receipt of the following documents:

1. This offer and acceptance
2. Strata disclosure & attachments (if strata)
3. 2022 General Conditions
4. Certificate of Title
5. Annexure of changes to General Conditions (form 198)

Signature	Signature

RECEIPT OF DOCUMENTS

The Seller acknowledges receipt of the following documents:

1. This offer and acceptance
2. 2022 General Conditions
3. Annexure of changes to General Conditions (form 198)

Signature	Signature

CONVEYANCER (Legal Practitioner/Settlement Agent)

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

	BUYER'S REPRESENTATIVE	SELLER'S REPRESENTATIVE
Name		
Signature		

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ANNEXURE OF CHANGES TO THE 2022 GENERAL CONDITIONS CAUSED BY CHANGES TO THE TRANSFER OF LAND ACT 1893

LANDGATE WILL NOT ISSUE, OR REQUIRE DUPLICATE CERTIFICATES OF TITLE FOR LAND TO BE PRODUCED, FROM THE 7TH AUGUST 2023, CONSEQUENTLY THE PARTIES AGREE TO VARY THE 2022 GENERAL CONDITIONS IN THE FOLLOWING MANNER:

	CONDITION	**CHANGES**
1.	3.10(a)	Delete subclause (1).
2.	3.11	Delete clause 3.11.
3.	26.1 definition of "*Duplicate Certificate of Title*"	Delete the definition of *"Duplicate Certificate of Title".*

Buyer

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Seller

Signature _____

Name Ray Adams

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR MAJOR STRUCTURAL DEFECTS

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ANNEXURE A

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

11 Perlis Road, Brabham WA 6055

NOTE - THIS ANNEXURE ONLY APPLIES TO, AND IS LIMITED TO, MAJOR STRUCTURAL DEFECTS PURSUANT TO APPENDIX "A" OF THE STANDARD AND NOT OTHER DEFECTS, MAINTENANCE OR OTHER SAFETY ISSUES.

1. The Buyer may at their expense obtain a written Report on any Major Structural Defects of the residential building and of the following described areas Located upon the Property ("**Building**"). If nothing is completed in the blank space then the Building will be the residential Building only.

2. The Buyer must serve a copy of the Report on the Seller, Seller Agent or Seller Representative by 4PM on: *complete (a) or (b)

(a*) ____/____/____ **OR** (b*) 14 days after acceptance ("Date")

3. If the Buyer, and Seller Agent or Seller or Seller Representative do not receive the Report before the Date then the Buyer will be deemed to have waived the benefit of this Annexure. Time is of the essence.
4. If the Report identifies Major Structural Defects to the Property's Building, the Buyer may at any time but no later than three (3) Business Days after the Date serve a Major Structural Defects Notice on the Seller, Seller Agent or Seller Representative giving the Seller five (5) Business Days to agree to remedy the Major Structural Defects.
5. If the Seller elects in writing to remedy the Major Structural Defects in the Major Structural Defects Notice then the Settlement Date will be delayed until the later of: (a) three (3) Business Days after the Seller's Work is completed as certified by the Seller's Builder and (b) the Settlement Date.
6. The Seller must do the Work expeditiously and in good and workmanlike manner through a Builder and provide evidence to the Buyer of completion of the Work.
7. If, prior to the Seller commencing Work, the Seller and Buyer wish to agree and do agree an amount to be paid by the Seller to the Buyer then the amount will be deducted from the Purchase Price at Settlement and the Seller will not undertake the Work.
8. If the Seller does not agree in writing to remedy Major Structural Defects within five (5) Business Days from when the Major Structural Defects Notice was served on the Seller, Seller Agent or Seller Representative then:
   (a) At any time within a further Five (5) Business Days after (1) that period ending (if no notice is given by the seller); or (2) the date notice in writing is given by the Seller to the Buyer, the Buyer may give notice in writing to the Seller, Seller Agent or Seller Representative terminating the Contract and the Deposit and other monies paid will be repaid to the Buyer;
   (b) if the Buyer does not terminate the Contract pursuant to this clause 8, then this Annexure ceases to apply and the Contract continues unaffected by this Annexure.
9. In this Annexure:

9.1 "Builder" means a registered building service contractor (as defined in the *Building Services (Registration) Act 2011*WA) qualified to remedy the matters set out in the Major Structural Defects Notice.

9.2 "Consultant" means an independent inspector qualified and experienced in undertaking pre-purchase property inspections to ascertain Major Structual Defects.

9.3 "Date" means the date inserted or calculated in clause 2. If nothing is inserted in clause 2 then the Date will be five (5) Business Days from the later of (i) the Contract Date; or (ii) the Latest Time for Financial Approval (if any).

9.4 "Major Structural Defects" means a fault or deviation from the intended structural performance of a building element and is a major defect to the building structure of sufficient magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility, or further deterioration of the building structure. Major Structural Defects does not include any non-structural element, e.g., roof plumbing and roof covering, general gas, water and sanitary plumbing, electrical wiring, partition walls, cabinetry, windows, doors, trims, fencing, minor structures, non-structural damp issues, ceiling linings, floor coverings, decorative finishes such as plastering, painting, tiling etc., general maintenance, or spalling of masonry, fretting of mortar or rusting of primary structural elements.

9.5 "Major Structural Defects Notice" means a Notice in writing from the Buyer to the Seller to provide the Seller with the opportunity to agree to rectify the Major Structural Defects that the Buyer requires to be rectified.

9.6 "Report" means the report performed in accordance with Appendix A of the Standard by a ~~Consultant~~ Registered Builder. It is not a special purpose report, nor an all-encompassing report dealing with every aspect of the Property. The Report should only be a reasonable attempt to identify Major Structural Defects to the Building structure pursuant to Appendix "A of the Standard. The presence of defects will only be relevant in this Annexure when the defects are a Major Structural Defect.

9.7 "Standard" means Australian Standard AS 4349-2007 (as amended from time to time) Inspections of buildings Part 1: Pre-purchase Structural Inspection - Residential buildings).

9.8 "Work" means the work required to rectify the Major Structural Defects set out in the Major Structural Defects Notice.

9.9 Words not defined in this Annexure have the same meaning as defined in the Standard or the 2022 General Conditions.

BUYER SIGNATURE	BUYER SIGNATURE	SELLER SIGNATURE	SELLER SIGNATURE

BUYER SIGNATURE	BUYER SIGNATURE	SELLER SIGNATURE	SELLER SIGNATURE

AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR TIMBER PESTS

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ANNEXURE B

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

11 Perlis Road, Brabham WA 6055

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
2876	**423**

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

REGISTRAR OF TITLES WESTERN AUSTRALIA

LAND DESCRIPTION:

LOT 1319 ON DEPOSITED PLAN 404320

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

RAY ADAMS OF 11 PERLIS ROAD BRABHAM WA 6055

(T N358769) REGISTERED 20/6/2016

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

1. EXCEPT AND RESERVING METALS, MINERALS, GEMS AND MINERAL OIL SPECIFIED IN TRANSFER 4286/1911.
2. RESTRICTIVE COVENANT BENEFIT - SEE DEPOSITED PLAN 404320 AND INSTRUMENT M989175
3. M989176 NOTIFICATION SECTION 165 PLANNING & DEVELOPMENT ACT 2005 LODGED 18/6/2015.
4. RESTRICTIVE COVENANT BURDEN - SEE DEPOSITED PLAN 404320 AND INSTRUMENT M989175
5. P168634 MORTGAGE TO AUSTRALIA & NEW ZEALAND BANKING GROUP LTD REGISTERED 3/6/2022.

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:	DP404320
PREVIOUS TITLE:	2874-393
PROPERTY STREET ADDRESS:	11 PERLIS RD, BRABHAM.
LOCAL GOVERNMENT AUTHORITY:	CITY OF SWAN

LANDGATE COPY OF ORIGINAL NOT TO SCALE 04/03/2026 03:17 PM Request number: 69499667

Landgate
www.landgate.wa.gov.au

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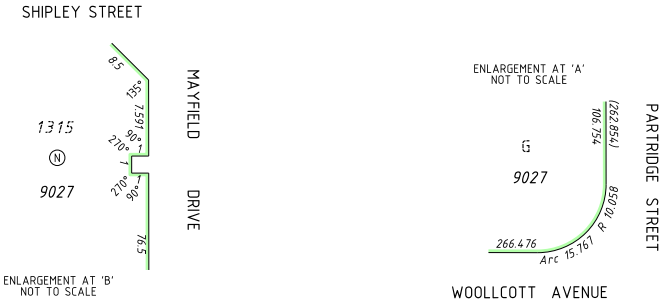
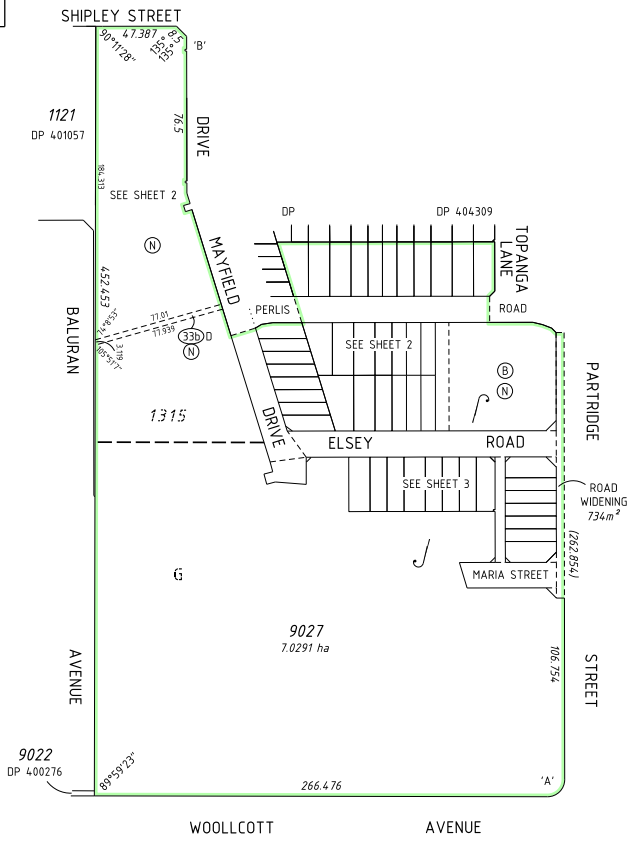
VER.	AMENDMENT	AUTHORISED BY	DATE
2	DP REPLACED - LOT 9027 AMENDED	R.G. BEARDMAN	11.05.2015

INTERESTS AND NOTIFICATIONS

SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN	LAND BURDENED	BENEFIT TO	COMMENTS
(N)	MINERAL RESERVATION		DOC T4286/1911	LOTS 1297-1320, 1334-1338,1408-1410 & 9027		
(B)	EASEMENT		DOC L897284	LOT 9027	WATER CORPORATION	PIPELINE PURPOSES
(33b) D	EASEMENT (SEWERAGE)	SEC 167 OF THE P&D ACT, REG 33(b)	DP 402530	LOT 9027	WATER CORPORATION	
	RESTRICTIVE COVENANT	SEC 136D OF THE TLA	THIS PLAN & DOC M989175	ALL LOTS EXCEPT LOT 9027	ALL LOTS EXCEPT LOT 9027	EXPIRES 1st MAY 2025
(X) TO (Y)	COVENANT	SEC 150 OF THE P & D ACT	THIS PLAN	LOTS 1353-1359	CITY OF SWAN	NO ROAD VEHICLE ACCESS TO AND FROM ADJACENT ROADS
	NOTIFICATION	SEC 165 OF THE P & D ACT	DOC M989176	ALL LOTS EXCEPT LOT 9027		RESTRICTION OF ACCESS TO LORD STREET





SCALE: 1:2000 AT A2 SIZE

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s:/projects/12/12515/carto/statutory drafting/12515dp32.dgn
fp12515-066-r21-dp32.acs FP-12515-683-VER 2.0

SPECIAL SURVEY AREA SUBDIVISION

REG 26A(1) - FINAL MARKING DEFERRED
(APPROVAL ID D071-15 dated 21 April 2015 : LANDGATE FILE 00055-2015)

SEE SURVEY SHEET(S) FOR SURVEY INFORMATION

SURVEY CARRIED OUT UNDER REG 26A
SPECIAL SURVEY AREA GUIDELINES

HELD BY LANDGATE IN DIGITAL FORMAT ONLY

TYPE FREEHOLD S.S.A. YES/~~NO~~

PURPOSE SUBDIVISION

PLAN OF

LOTS 1297-1320, 1334-1338, 1345-1359, 1408-1410, 9027, ROADS, ROAD WIDENING, RESTRICTIVE COVENANT & COVENANT

FORMER TENURE D.O.L. FILE
LOT 9026
DP 404309
C/T 2874/393

LOCAL AUTHORITY
CITY OF SWAN

LOCALITY
BRABHAM

FIELD RECORD 112816 (SAM 4466)

SURVEYOR'S CERTIFICATE - REG 54
I, ROBERT GEOFFREY BEARDMAN
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.

Robert Geoffrey Beardman
2015.05.11 11:22:01
+08'00'

LICENSED SURVEYOR DATE

LODGED

DATE FEE PAID ASSESS No.

I.S.C. 4.6.2015

EXAMINED
RF
16.6.2015
DATE

WESTERN AUSTRALIAN PLANNING COMMISSION
FILE 150418
Delegated under S.16 P&D Act 2005 DATE 15-Jun-2015

IN ORDER FOR DEALINGS
SUBJECT TO Sections 150, 165 and 168(1)(2)(3) P & D Act
Section 136D TLA

FOR INSPECTOR OF PLANS AND SURVEYS 18.6.2015 DATE

APPROVED REG 26A (1)(4)

INSPECTOR OF PLANS AND SURVEYS 18/6/2015 DATE
(S. 18 Licensed Surveyors Act 1909)

GOVERNMENT OF WESTERN AUSTRALIA

Landgate

DEPOSITED PLAN
404320
SHEET 1 OF 3 SHEETS - VERSION 2
(PLUS SURVEY SHEETS)

LANDGATE COPY OF ORIGINAL NOT TO SCALE 04/03/2026 03:17 PM Request number: 69499667
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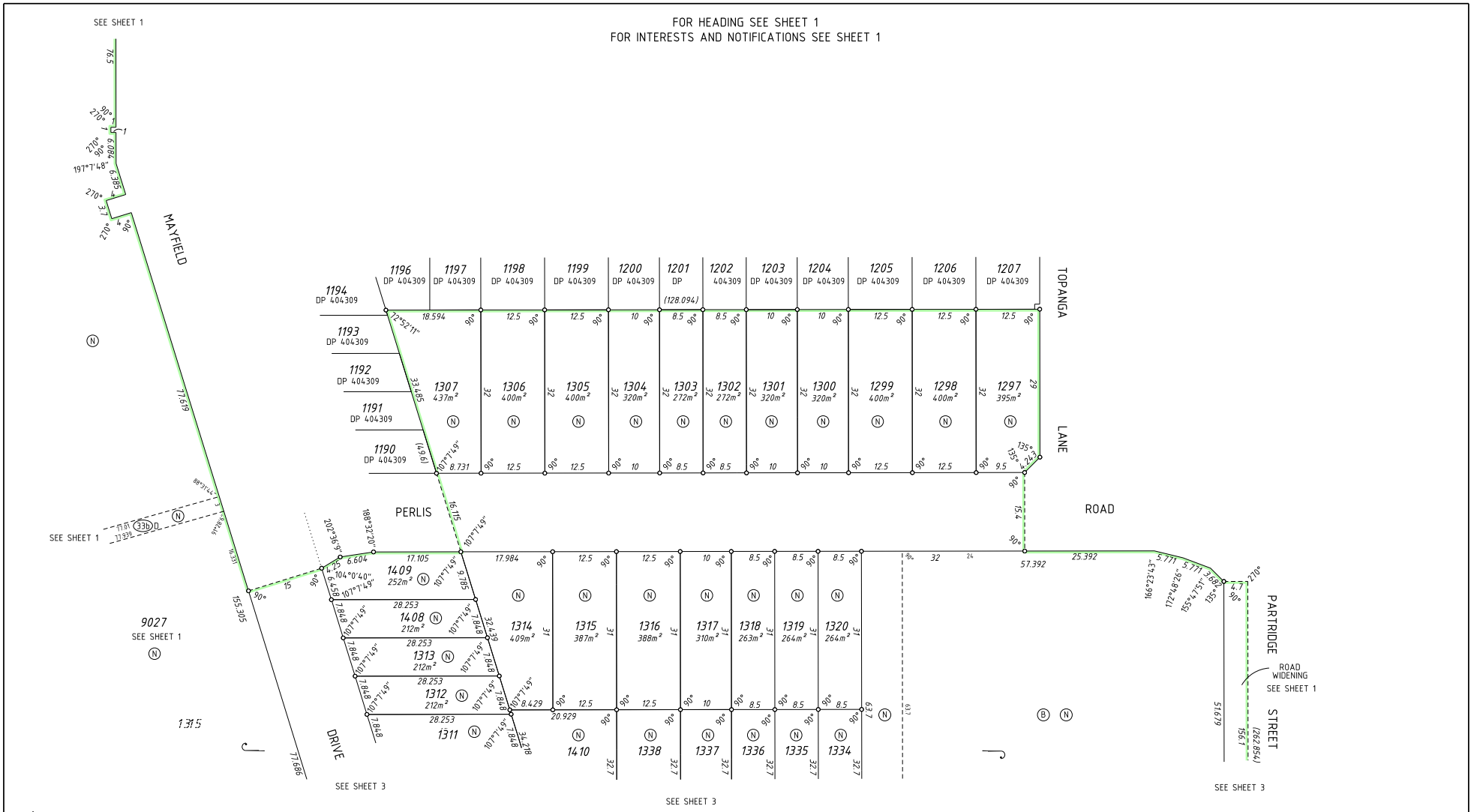

HELD BY LANDGATE IN DIGITAL FORMAT ONLY

SCALE: 1:500 AT A2 SIZE

Robert Geoffrey Beardman
20.15.05.11 11:22:18 +08'00'
LICENSED SURVEYOR DATE

GOVERNMENT OF WESTERN AUSTRALIA

Landgate

whelans
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(08) 6241 3333 www.whelans.com.au
12515dp02lsht2l.dgn
FP-12515-683-VER 2.0

DEPOSITED PLAN
404320
SHEET 2 OF 3 SHEETS - VERSION 2
(PLUS SURVEY SHEETS)

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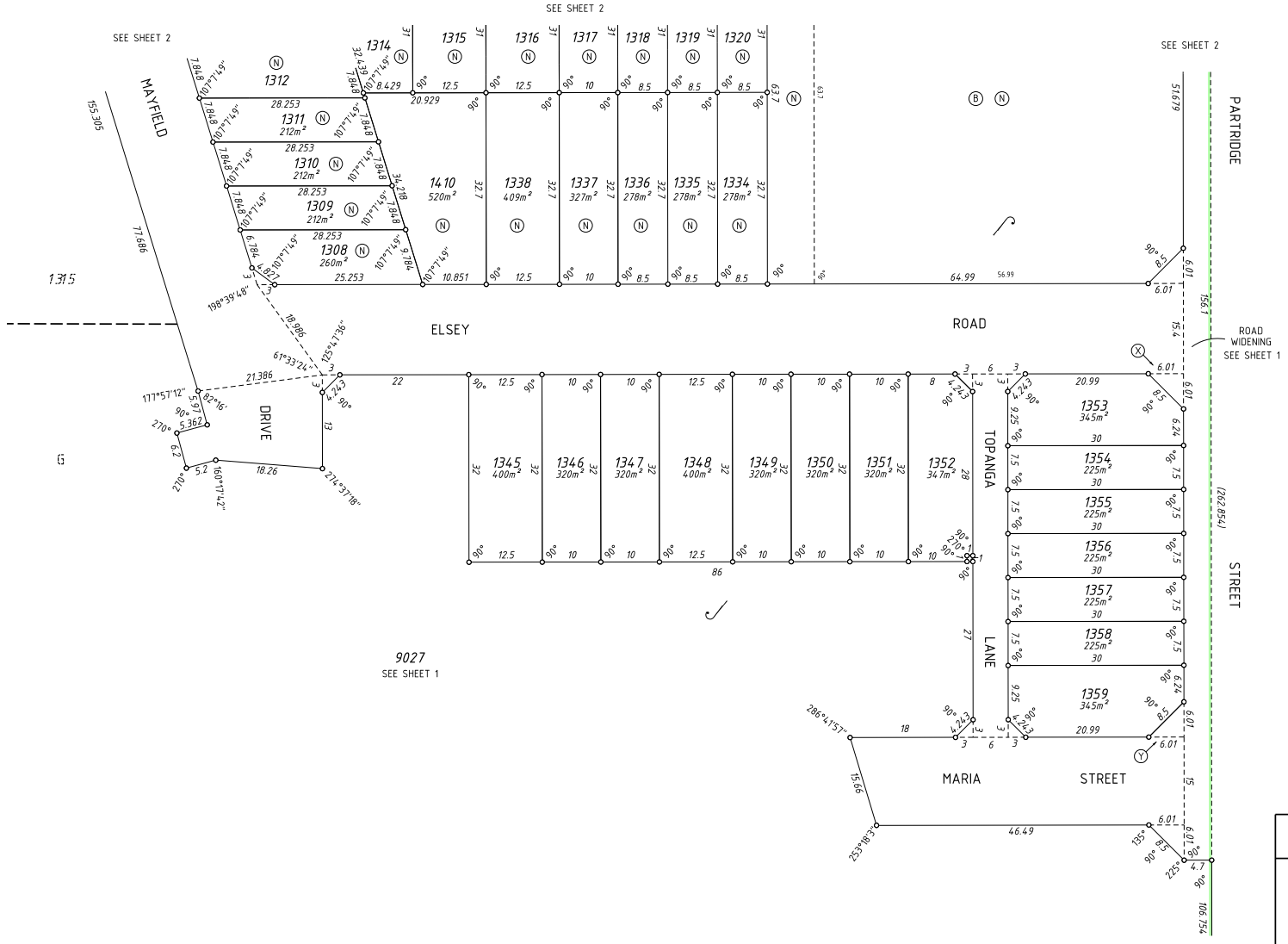
FOR HEADING SEE SHEET 1
FOR INTERESTS AND NOTIFICATIONS SEE SHEET 1



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(08) 6241 3333 www.whelans.com.au
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Robert Geoffrey Beardman
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LICENSED SURVEYOR DATE

GOVERNMENT OF WESTERN AUSTRALIA

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DEPOSITED PLAN
404320
SHEET 3 OF 3 SHEETS - VERSION 2
(PLUS SURVEY SHEETS)

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AMENDMENTS TABLE (SURVEY SHEETS ONLY)

VER.	AMENDMENT	AUTHORISED BY	DATE

FOR SURVEY INFORMATION ONLY

SURVEY INFORMATION COMPRISES
SURVEY SHEETS A & B

SURVEY CARRIED OUT UNDER REG 26A
SPECIAL SURVEY AREA GUIDELINES

ALL BEARINGS AND DISTANCES ON THIS SHEET
ARE THE RESULT OF LEAST SQUARES ADJUSTMENTS
CARRIED OUT ON FIELD OBSERVATIONS

SURVEY SHEET AUDITED
DATE: 9/12/2015 RJH

SURVEYOR'S CERTIFICATE - REG 54

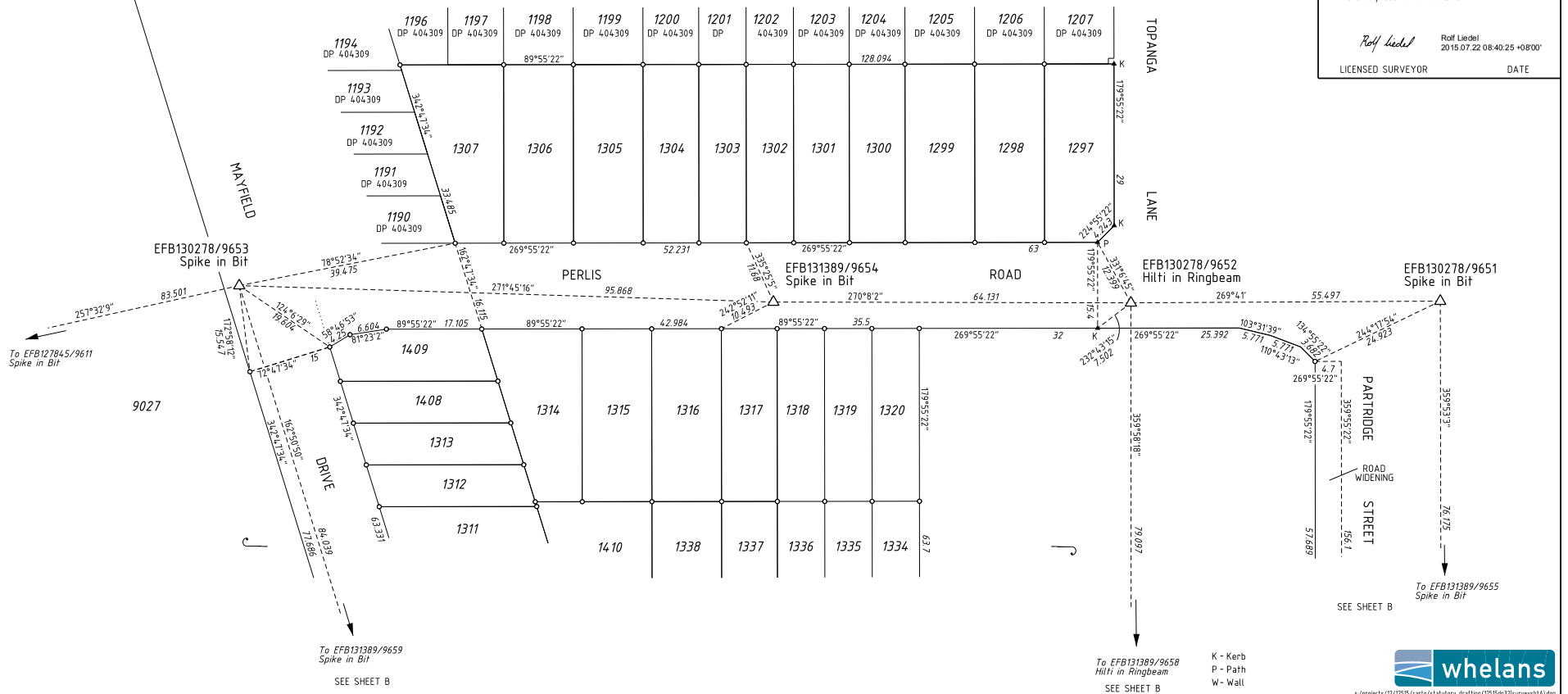
I, ROLF LIEDEL
hereby certify that this plan is accurate and is a correct representation of the -
(a) *survey; and/or
(b) *calculations from measurements recorded in the field records,
[* delete if inapplicable]
undertaken for the purposes of this plan and that it complies with the relevant written law(s) in relation to which it is lodged.

SURVEYOR'S CERTIFICATE - REG 55E(d)

The marks shown on these plans of survey were in place on 14/07/2015

Rolf Liedel
2015.07.22 08:40:25 +08'00'

LICENSED SURVEYOR DATE



K - Kerb
P - Path
W - Wall

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

HELD BY LANDGATE IN DIGITAL FORMAT ONLY

SCALE: 1:500 AT A2 SIZE

LEGEND

- Standard Survey Mark (SSM)
- Permanent Survey Mark (PSM)
- Permanent Control Mark (PCM)
- Temporary Control Mark (TCM)
- Peg unless stated otherwise
- Nail
- Nail and Plate
- Spike unless stated otherwise
- Drill Hole
- Deck Spike
- Deck Spike and Plate

whelans
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FP-12515-683-VER 1.0

GOVERNMENT OF WESTERN AUSTRALIA

Landgate

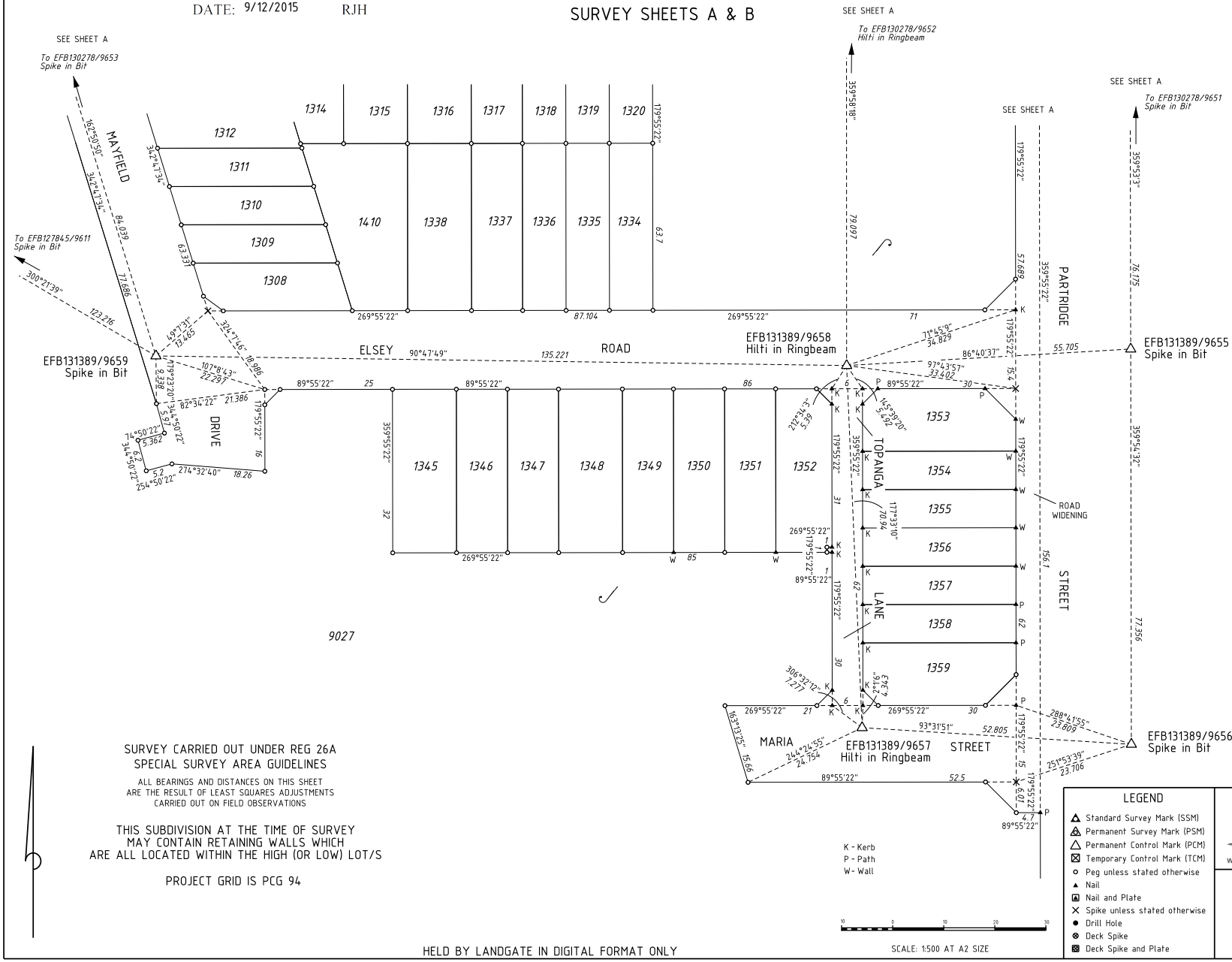
DEPOSITED PLAN
404320
SURVEY SHEET A
VERSION 1

LANDGATE COPY OF ORIGINAL NOT TO SCALE 04/03/2026 03:17 PM Request number: 69499667
www.landgate.wa.gov.au

FOR SURVEY INFORMATION ONLY

SURVEY INFORMATION COMPRISES
SURVEY SHEETS A & B

SURVEY SHEET AUDITED
DATE: 9/12/2015 RJH



SURVEY CARRIED OUT UNDER REG 26A
SPECIAL SURVEY AREA GUIDELINES

ALL BEARINGS AND DISTANCES ON THIS SHEET
ARE THE RESULT OF LEAST SQUARES ADJUSTMENTS
CARRIED OUT ON FIELD OBSERVATIONS

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MAY CONTAIN RETAINING WALLS WHICH
ARE ALL LOCATED WITHIN THE HIGH (OR LOW) LOT/S

PROJECT GRID IS PCG 94

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W - Wall

SCALE: 1:500 AT A2 SIZE

HELD BY LANDGATE IN DIGITAL FORMAT ONLY

SURVEYOR'S CERTIFICATE - REG 54

I, ROLF LIEDEL
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(a) *survey; and/or
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[* 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.

SURVEYOR'S CERTIFICATE - REG 55E(d)

The marks shown on these plans of survey were in place on 14/07/2015

Rolf Liedel
2015.07.22 08:40:47 +08'00'

LICENSED SURVEYOR DATE

whelans
s:/projects/12/12515/carto/statutory drafting/12515dp32(surveysht B).dgn
FP-12515-683-VER 1.0

LEGEND

- Standard Survey Mark (SSM)
- Permanent Survey Mark (PSM)
- Permanent Control Mark (PCM)
- Temporary Control Mark (TCM)
- Peg unless stated otherwise
- Nail
- Nail and Plate
- Spike unless stated otherwise
- Drill Hole
- Deck Spike
- Deck Spike and Plate

GOVERNMENT OF WESTERN AUSTRALIA

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DEPOSITED PLAN
404320
SURVEY SHEET B
VERSION 1

Deposited Plan 404320

Lot	Certificate of Title	Lot Status	Part Lot
1297	2876/401	Registered	
1298	2876/402	Registered	
1299	2876/403	Registered	
1300	2876/404	Registered	
1301	2876/405	Registered	
1302	2876/406	Registered	
1303	2876/407	Registered	
1304	2876/408	Registered	
1305	2876/409	Registered	
1306	2876/410	Registered	
1307	2876/411	Registered	
1308	2876/412	Registered	
1309	2876/413	Registered	
1310	2876/414	Registered	
1311	2876/415	Registered	
1312	2876/416	Registered	
1313	2876/417	Registered	
1314	2876/418	Registered	
1315	2876/419	Registered	
1316	2876/420	Registered	
1317	2876/421	Registered	
1318	2876/422	Registered	
1319	2876/423	Registered	
1320	2876/424	Registered	
1334	2876/425	Registered	
1335	2876/426	Registered	
1336	2876/427	Registered	
1337	2876/428	Registered	
1338	2876/429	Registered	
1345	2876/430	Registered	
1346	2876/431	Registered	
1347	2876/432	Registered	
1348	2876/433	Registered	
1349	2876/434	Registered	
1350	2876/435	Registered	
1351	2876/436	Registered	
1352	2876/437	Registered	
1353	2876/438	Registered	
1354	2876/439	Registered	
1355	2876/440	Registered	
1356	2876/441	Registered	
1357	2876/442	Registered	
1358	2876/443	Registered	
1359	2876/444	Registered	
1408	2876/445	Registered	

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Deposited Plan 404320

Lot	Certificate of Title	Lot Status	Part Lot
1409	2876/446	Registered	
1410	2876/447	Registered	
9027	2876/448 (Cancelled)	Retired	
0	N/A	Registered	
0	N/A	Registered	
0	N/A	Registered	
0	N/A	Retired	
0	N/A	Registered	
0	N/A	Retired	
0	N/A	Retired	
0	N/A	Registered	
0	N/A	Registered	
0	N/A	Retired	

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c/p

OFFICE USE ONLY

M989175 RC

05 May 2015 16:24:33 Perth

18 June 2015

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.

LODGED BY

ADDRESS

JACKSON McDONALD SERVICES PTY LTD
Level 17, 225 St Georges Terrace
PERTH WA 6000

PHONE No. Tel: 9426 6611

FAX No. Fax: 6267 8183

Landgate Box 152Y

REFERENCE No.

ISSUING BOX No.

PREPARED BY JACKSON McDONALD

ADDRESS Level 25, 140 St Georges Terrace
PERTH WA 6000
Ref:
avw 5214604_1
Whiteman Edge Stage 16 - DP 404320

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

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

2B

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. _____ Received Items
2. _____ Nos.
3. _____
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.

EXAMINED

REGISTRAR OF TITLES WESTERN AUSTRALIA

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EXECUTED by the Registered Proprietor as a Deed.

SIGNED by DAMIAN SHEPHARD)
as Attorney for **STOCKLAND**)
DEVELOPMENT PTY LTD)
(ACN 000 064 835))
under Power of Attorney M120743)
in the presence of:)

Attorney Signature

Witness Signature

ALIZANNE KELLY
Witness Name:

38 BAY RD CLAREMONT WA 6010
Witness Address:

PERSONAL ASSISTANT
Witness Occupation:

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SCHEDULE

1. **Subdivision Land**

   Lot 9026 on Deposited Plan 404309 the whole of the land in Certificate of Title Volume

   Folio

2. **Burdened Lots**

   Lots 1297 – 1320, 1334 – 1338, 1345 – 1359 and 1408 – 1410 on Deposited Plan 404320.

3. **Benefited Lots**

   Lots 1297 – 1320, 1334 – 1338, 1345 – 1359 and 1408 – 1410 on Deposited Plan 404320.

4. **Encumbrances**

   Mineral Reservation T4286/1911.

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(iii) returns to the Residence less than 1.0 metre behind the front Façade;

(g) the front fencing on the Land is:

(i) more than 1.8 metres high;

(ii) at least 50% visually permeable above 1.2 metres high;

(iii) not Constructed in materials and colours consistent or complementary with the external wall finishes of the Primary Street elevation of the Residence;

(h) the Residence does not have a garage, or Carport, which has a roof and design features consistent with the form and materials of the Residence;

(i) the Residence has a garage:

(i) which protrudes more than 2.0 metres forward of the Main Building Line (excluding Laneway access lots); or

(ii) or Carport, which does not have a solid garage door prior to occupation;

(j) the Residence has a Carport located forward of the Main Building Line which has more than one solid wall;

(k) the driveway or crossover:

(i) is not completed before occupation of the Residence;

(ii) is Constructed from plain grey concrete; or

(iii) cuts through a public footpath;

(l) any roof mounted items are visible from the street or public space, are not minimal, including but not limited to satellite dishes, TV aerials, external hot water services, water tanks, air conditioning units and heating units etc, unless the roof mounted item is a solar panel or solar collector for hot water units and that panel or collector is oriented to maximise its effectiveness;

(m) any ground mounted services including but not limited to heating and cooling units, rubbish disposal containers, swimming pool equipment, rainwater tanks, clothes hoists and washing lines, are not screened from view from any street or public space; AND

(n) any shed or outbuilding Constructed on the Land is not within the Main Building Line and Secondary Street Building Line unless the shed or outbuilding is not visible from the adjacent street or public area.

3.2 It will not alter without consent, remove or allow to fall into disrepair any fence, retaining wall or entry statement installed by a Registered Proprietor on the Land.

4. **Separate and Distinct**

4.1 Each Restrictive Covenant is a separate and distinct Restrictive Covenant.

4.2 If any Restrictive Covenant or its application to any person or circumstance 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.

5. **Expiry of Restrictive Covenant**

5.1 The Registered Proprietor and the owner of each Burdened Lot covenant and agree that this Restrictive Covenant will expire on 1 May 2025.

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A. with gutters that are not concealed; or

B. that extends forward of the Main Building Line (excluding garages on the boundary);

(b) the Land is less than 13m wide, and:

(i) the Primary Street Façade does not have at least one window of a Habitable Room overlooking the street or Public Reserve;

(ii) the Residence has a double garage (excluding Laneway access homes) and does not have an entry feature or room located forward of the garage; or

(iii) more than two of the adjacent residences have been or are being Constructed by the Registered Proprietor and the Residence does not have an identifiably different Façade, excluding complementary materials and colour palettes;

(c) the Residence directly abuts a Public Reserve and if vehicle access is via a:

(i) Laneway and the Public Reserve elevation is not the primary Façade; or

(ii) Mews or street:

A. the mews or street elevation is not the primary Façade; or

B. the elevation abutting the Public Reserve:

1. does not have an Articulated Façade mirrored in the roof design; or

2. does not include at least one Architectural Feature visible from the Public Reserve;

(d) the Land is a Corner Lot and:

(i) the Residence does not address both streets through its design by extending the Primary Street elevation features, colours and materials onto the Secondary Street elevation forward of a Return Fence; or

(ii) the fencing adjacent to the Secondary Street is:

A. more than 1.8 metres high;

B. not Constructed of Colorbond colour Grey Ridge (unless otherwise approved by the Registered Proprietor); or

C. not set back 4.0 metres or more from the corner truncation;

(e) the roof to the Residence:

(i) does not have:

A. a minimum pitch of 24° for hipped and Gabled roofs;

B. a minimum pitch of 8° and a maximum pitch of 15° for skillion roofs; or

C. eaves or Window Overhangs to a minimum dimension of 400 millimetres on the primary and secondary elevations except secondary elevations facing south;

(ii) has any flat roofs which are not concealed from view from any Primary or Secondary Street or from any Public Reserve by a parapet wall;

(f) the side and rear boundary fencing on the Land:

(i) is more than 1.8 metres high;

(ii) is not constructed of Colorbond colour Grey Ridge; or

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(b) permitted to be constructed, erected, installed or carried out,

on the Land.

2.5 "Corner Lot" means a lot located at the junction of 2 streets, a street and mews or at the junction of a street and public reserve.

2.6 "Façade" means the face of the primary or front elevation of the Residence showing its most prominent Architectural Features.

2.7 "Gable" means a triangular top section of a wall on a building with a pitched roof.

2.8 "Gambrel" means a triangular feature within the roof structure most commonly finished with timber or weatherboard cladding.

2.9 "Habitable Room" includes all living rooms, kitchens and bedrooms, but not bathrooms, WCs or circulation space.

2.10 "Land" means the land specified in the Certificate of Title to each individual Burdened Lot.

2.11 "Laneway" means a narrow local street without a verge which is located along the rear or side boundary of a lot.

2.12 "Main Building Line" means the line measured from the front-most habitable room on the Primary Street elevation of the Residence not the projection of a feature.

2.13 "Mews" means a narrow local street without a verge located along the front boundary of a lot.

2.14 "Primary Street" means the road where the front elevation of the Residence will be situated according to the relevant Detailed Area Plan (if any) which includes the main entry to the Residence.

2.15 "Public Reserve" means any parkland, bushland or wetland designated as public open space within the residential community of which the Subdivision Land forms part.

2.16 "Registered Proprietor" means, as the case requires, the respective registered proprietor of the Subdivision Land identified in Item 1 of the Schedule.

2.17 "Residence" means the residence or residences to be Constructed on the Land.

2.18 "Return Fence" means a fence that extends from the Secondary Street fencing to the side of the Residence.

2.19 "Secondary Street" means the road which intersects or adjoins the primary street and does not include the main entry to the Residence.

2.20 "Secondary Street Building Line" means the line of the front face of the bricks of the side wall of the Residence facing the Secondary Street.

2.21 "Window Overhang" means a structure built into the Residence that shades windows as a substitute to eaves.

3. **Restrictive Covenants**

The owner, from time to time, of the Land covenants with the registered proprietor of each Benefitted Lot as follows:

3.1 It will not Construct a Residence if:

(a) the Primary Street elevation:

(i) does not have an Articulated Façade with at least one indentation or projection in the floor plan excluding the garage;

(ii) does not have a minimum of two materials and/or colours used in the primary street elevation (minimum 20% of primary street elevation, excludes windows and doors);

(iii) has bright or primary colours used as the dominant colour; or

(iv) has a parapet wall:

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FORM B2

Approval: B1592

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

BLANK INSTRUMENT FORM

S 136D DEED OF RESTRICTIVE COVENANT (Note 1)

THIS DEED is made the 4 day of May 2015

BY:

STOCKLAND DEVELOPMENT PTY LTD (ACN 000 064 835) of Level 12, Durack Centre, 263 Adelaide Terrace, Perth ("Registered Proprietor")

BACKGROUND:

1. The Registered Proprietor is the registered proprietor in fee simple of the land described in Item 1 of the schedule ("Subdivision Land").

2. The Registered Proprietor intends to subdivide the Subdivision Land into the lots shown on Deposited Plan 404320 ("Plan").

3. In accordance with section 136D of the *Transfer of Land Act*, the Registered Proprietor requires 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 together with the encumbrances set out in Item 4 of the Schedule, will be noted on each Certificate of Title for each Burdened Lot.

OPERATIVE PART:

1. **Certificate of Title**

1.1 Each Certificate of Title which issues for a Burdened Lot shall be encumbered by the Restrictive Covenants.

1.2 The Restrictive Covenants, on each Burdened Lot are for the benefit of those lots on the Plan as described in item 3 of the Schedule ("Benefited Lots").

1.3 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. **Definitions for Restrictive Covenants**

For the purposes of the Restrictive Covenants:

2.1 "Architectural Feature" includes:

(a) a Blade Wall;

(b) a roof feature such as a Gambrel or end Gable; and

(c) any other feature visible from the Public Reserve.

2.2 "Articulated Façade" means variations to the elevation through projections and indentations in the floor plan resulting in the creation of shadows and depth to add visual interest.

2.3 "Carport" means an open, self supporting structure or a structure under the main roof of the Residence supported by posts, pillars or piers.

2.4 "Constructed" means:

(a) constructed, erected, installed or carried out; and

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M989176 MO

05 May 2015 16:24:33 Perth

NOTIFICATION

18 June 2015

LODGED BY

ADDRESS

PHONE No.

FAX No.

REFERENCE No.

ISSUING BOX No.

JACKSON McDONALD SERVICES PTY LTD
Level 17, 225 St Georges Terrace
PERTH WA 6000
Tel: 9426 6611
Fax: 6267 8183
Landgate Box 152Y

PREPARED BY JACKSON McDONALD

ADDRESS 140 St Georges Terrace
PERTH WA 6000
Ref: 5214517_1
Whiteman Edge Stage 16, DP 404320

FAX No. (08) 9481 8649

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

3/3

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. _____ Received Items
2. _____ Nos.
3. _____
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 Book

Initials of signing officer

REGISTRAR OF TITLES

ENDORSING INSTRUCTIONS

EXAMINED

9

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Form
Approval
No. B6530

WESTERN AUSTRALIAN PLANNING COMMISSION
FILE No. ~~140574~~ 150418

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
See Additional Page			

REGISTERED PROPRIETOR OF LAND

STOCKLAND DEVELOPMENT PTY LTD (ACN 000 064 835) of Level 12, Durack Centre, 263 Adelaide Terrace, Perth

HAZARDS OR OTHER FACTORS SERIOUSLY AFFECTING THE LAND

Access to Lord Street via the subdivisional road will be removed at such time as Lord Street is upgraded and constructed as part of the Perth – Darwin National Highway.

Dated this 23 day of APRIL 2015

For: WESTERN AUSTRALIAN PLANNING COMMISSION

Signed by an officer duly authorised by
the Western Australian Planning
Commission pursuant to section 24 of
the *Planning and Development Act 2005*

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29.	Lot 1338 on Deposited Plan 404320 the whole of the land in Certificate of Title Volume	Folio
30.	Lot 1345 on Deposited Plan 404320 the whole of the land in Certificate of Title Volume	Folio
31.	Lot 1346 on Deposited Plan 404320 the whole of the land in Certificate of Title Volume	Folio
32.	Lot 1347 on Deposited Plan 404320 the whole of the land in Certificate of Title Volume	Folio
33.	Lot 1348 on Deposited Plan 404320 the whole of the land in Certificate of Title Volume	Folio
34.	Lot 1349 on Deposited Plan 404320 the whole of the land in Certificate of Title Volume	Folio
35.	Lot 1350 on Deposited Plan 404320 the whole of the land in Certificate of Title Volume	Folio
36.	Lot 1351 on Deposited Plan 404320 the whole of the land in Certificate of Title Volume	Folio
37.	Lot 1352 on Deposited Plan 404320 the whole of the land in Certificate of Title Volume	Folio
38.	Lot 1353 on Deposited Plan 404320 the whole of the land in Certificate of Title Volume	Folio
39.	Lot 1354 on Deposited Plan 404320 the whole of the land in Certificate of Title Volume	Folio
40.	Lot 1355 on Deposited Plan 404320 the whole of the land in Certificate of Title Volume	Folio
41.	Lot 1356 on Deposited Plan 404320 the whole of the land in Certificate of Title Volume	Folio
42.	Lot 1357 on Deposited Plan 404320 the whole of the land in Certificate of Title Volume	Folio
43.	Lot 1358 on Deposited Plan 404320 the whole of the land in Certificate of Title Volume	Folio
44.	Lot 1359 on Deposited Plan 404320 the whole of the land in Certificate of Title Volume	Folio
45.	Lot 1408 on Deposited Plan 404320 the whole of the land in Certificate of Title Volume	Folio
46.	Lot 1409 on Deposited Plan 404320 the whole of the land in Certificate of Title Volume	Folio
47.	Lot 1410 on Deposited Plan 404320 the whole of the land in Certificate of Title Volume	Folio

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FORM B1
Approved:
B1591

WESTERN AUSTRALIA

TRANSFER OF LAND ACT 1893 AS AMENDED

ADDITIONAL PAGE TO s.165 NOTIFICATION

Dated

1.	Lot 1297 on Deposited Plan 404320 the whole of the land in Certificate of Title Volume	Folio
2.	Lot 1298 on Deposited Plan 404320 the whole of the land in Certificate of Title Volume	Folio
3.	Lot 1299 on Deposited Plan 404320 the whole of the land in Certificate of Title Volume	Folio
4.	Lot 1300 on Deposited Plan 404320 the whole of the land in Certificate of Title Volume	Folio
5.	Lot 1301 on Deposited Plan 404320 the whole of the land in Certificate of Title Volume	Folio
6.	Lot 1302 on Deposited Plan 404320 the whole of the land in Certificate of Title Volume	Folio
7.	Lot 1303 on Deposited Plan 404320 the whole of the land in Certificate of Title Volume	Folio
8.	Lot 1304 on Deposited Plan 404320 the whole of the land in Certificate of Title Volume	Folio
9.	Lot 1305 on Deposited Plan 404320 the whole of the land in Certificate of Title Volume	Folio
10.	Lot 1306 on Deposited Plan 404320 the whole of the land in Certificate of Title Volume	Folio
11.	Lot 1307 on Deposited Plan 404320 the whole of the land in Certificate of Title Volume	Folio
12.	Lot 1308 on Deposited Plan 404320 the whole of the land in Certificate of Title Volume	Folio
13.	Lot 1309 on Deposited Plan 404320 the whole of the land in Certificate of Title Volume	Folio
14.	Lot 1310 on Deposited Plan 404320 the whole of the land in Certificate of Title Volume	Folio
15.	Lot 1311 on Deposited Plan 404320 the whole of the land in Certificate of Title Volume	Folio
16.	Lot 1312 on Deposited Plan 404320 the whole of the land in Certificate of Title Volume	Folio
17.	Lot 1313 on Deposited Plan 404320 the whole of the land in Certificate of Title Volume	Folio
18.	Lot 1314 on Deposited Plan 404320 the whole of the land in Certificate of Title Volume	Folio
19.	Lot 1315 on Deposited Plan 404320 the whole of the land in Certificate of Title Volume	Folio
20.	Lot 1316 on Deposited Plan 404320 the whole of the land in Certificate of Title Volume	Folio
21.	Lot 1317 on Deposited Plan 404320 the whole of the land in Certificate of Title Volume	Folio
22.	Lot 1318 on Deposited Plan 404320 the whole of the land in Certificate of Title Volume	Folio
23.	Lot 1319 on Deposited Plan 404320 the whole of the land in Certificate of Title Volume	Folio
24.	Lot 1320 on Deposited Plan 404320 the whole of the land in Certificate of Title Volume	Folio
25.	Lot 1334 on Deposited Plan 404320 the whole of the land in Certificate of Title Volume	Folio
26.	Lot 1335 on Deposited Plan 404320 the whole of the land in Certificate of Title Volume	Folio
27.	Lot 1336 on Deposited Plan 404320 the whole of the land in Certificate of Title Volume	Folio
28.	Lot 1337 on Deposited Plan 404320 the whole of the land in Certificate of Title Volume	Folio

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