

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



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NOTICE: Contracts must be lodged with the Office of State Revenue for duty assessment within two (2) months of the date the last person executes the Contract
WARNING - If the Buyer is not an Australian Citizen or Permanent Resident or a New Zealand Citizen then FIRB approval (and a special condition to this Contract) may be required and additional Duty will be payable. Any non Australian resident will need to give the ATO notice of their purchase within 30 days after settlement.
WARNING - A Withholding Amount **may** apply to this Contract (see 2022 General Condition 3.7).
WARNING - If GST is relevant to this transaction then the relevant GST provision should be outlined in the Special Conditions or in an attached GST Annexure, which forms part of this Contract.

TO:

Address

Suburb State Postcode

As Agent for the Seller / ~~Buyer~~

THE BUYER

Name

Address

Suburb State Postcode

Name

Address

Suburb State Postcode

EMAIL: The Buyer consents to Notices being served at:

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

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

SCHEDULE

The **Property** at:

Address

Suburb State Postcode

Lot Deposited/~~Survey/Strata/Diagram~~/Plan Whole / ~~Part~~ Vol Folio

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

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

Purchase Price

Settlement Date

Property Chattels including

GST WITHHOLDING

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

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

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

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CONDITIONS

1. SUBJECT TO FINANCE

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

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

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

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

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

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

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

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

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

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

1.4 Finance Approval: Approval Notice Given

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

- (a) Finance Approval has been obtained; or
(b) an Approval Notice has been given to the Seller or Seller Agent;
- then this Clause 1 is satisfied and this Contract is in full force and effect.

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

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

1.6 Buyer Must Keep Seller Informed: Evidence

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

1.7 Right To Terminate

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

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

1.8 Waiver

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

1.9 Definitions

In this Clause:

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

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

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

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

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

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

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

Latest Time means:

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

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

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

Non Approval Notice means:

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

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

SPECIAL CONDITIONS

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

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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	Kiara Helen Dougan		
Address	458 Jandakot Road		
Suburb	Treeby	State	WA
		Postcode	6164
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	

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 **Kiara Helen Dougan**

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

14 Turnstone Link, Harrisdale WA 6112

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

- 1. The Buyer may at their expense obtain a written Report on any Major Structural Defects of the residential building and of the following described areas Located upon the Property ("Building"). If nothing is completed in the blank space then the Building will be the residential Building only.
2. The Buyer must serve a copy of the Report on the Seller, Seller Agent or Seller Representative by 4PM on: *complete (a) or (b)
(a*) / / OR (b*) 14 days after acceptance ("Date")
3. If the Buyer, and Seller Agent or Seller or Seller Representative do not receive the Report before the Date then the Buyer will be deemed to have waived the benefit of this Annexure. Time is of the essence.
4. If the Report identifies Major Structural Defects to the Property's Building, the Buyer may at any time but no later than three (3) Business Days after the Date serve a Major Structural Defects Notice on the Seller, Seller Agent or Seller Representative giving the Seller five (5) Business Days to agree to remedy the Major Structural Defects.
5. If the Seller elects in writing to remedy the Major Structural Defects in the Major Structural Defects Notice then the Settlement Date will be delayed until the later of: (a) three (3) Business Days after the Seller's Work is completed as certified by the Seller's Builder and (b) the Settlement Date.
6. The Seller must do the Work expeditiously and in good and workmanlike manner through a Builder and provide evidence to the Buyer of completion of the Work.
7. If, prior to the Seller commencing Work, the Seller and Buyer wish to agree and do agree an amount to be paid by the Seller to the Buyer then the amount will be deducted from the Purchase Price at Settlement and the Seller will not undertake the Work.
8. If the Seller does not agree in writing to remedy Major Structural Defects within five (5) Business Days from when the Major Structural Defects Notice was served on the Seller, Seller Agent or Seller Representative then:
(a) At any time within a further Five (5) Business Days after (1) that period ending (if no notice is given by the seller); or (2) the date notice in writing is given by the Seller to the Buyer, the Buyer may give notice in writing to the Seller, Seller Agent or Seller Representative terminating the Contract and the Deposit and other monies paid will be repaid to the Buyer;
(b) if the Buyer does not terminate the Contract pursuant to this clause 8, then this Annexure ceases to apply and the Contract continues unaffected by this Annexure.
9. In this Annexure:
9.1 "Builder" means a registered building service contractor (as defined in the Building Services (Registration) Act 2011WA) qualified to remedy the matters set out in the Major Structural Defects Notice.
9.2 "Consultant" means an independent inspector qualified and experienced in undertaking pre-purchase property inspections to ascertain Major Structural Defects.
9.3 "Date" means the date inserted or calculated in clause 2. If nothing is inserted in clause 2 then the Date will be five (5) Business Days from the later of (i) the Contract Date; or (ii) the Latest Time for Financial Approval (if any).
9.4 "Major Structural Defects" means a fault or deviation from the intended structural performance of a building element and is a major defect to the building structure of sufficient magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility, or further deterioration of the building structure. Major Structural Defects does not include any non-structural element, e.g., roof plumbing and roof covering, general gas, water and sanitary plumbing, electrical wiring, partition walls, cabinetry, windows, doors, trims, fencing, minor structures, non-structural damp issues, ceiling linings, floor coverings, decorative finishes such as plastering, painting, tiling etc., general maintenance, or spalling of masonry, fretting of mortar or rusting of primary structural elements.
9.5 "Major Structural Defects Notice" means a Notice in writing from the Buyer to the Seller to provide the Seller with the opportunity to agree to rectify the Major Structural Defects that the Buyer requires to be rectified.
9.6 "Report" means the report performed in accordance with Appendix A of the Standard by a Consultant. 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

ANNEXURE

B

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

14 Turnstone Link, Harrisdale 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
<div></div>	<div></div>	<div></div>	<div></div>
BUYER SIGNATURE	BUYER SIGNATURE	SELLER SIGNATURE	SELLER SIGNATURE
<div></div>	<div></div>	<div></div>	<div></div>

WESTERN



AUSTRALIA

TITLE NUMBER

Volume

Folio

2700

721

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 1376 ON DEPOSITED PLAN 59400

REGISTERED PROPRIETOR: (FIRST SCHEDULE)

KIARA HELEN DOUGAN OF 458 JANDAKOT ROAD BANJUP

(T K745227) REGISTERED 17/10/2008

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

1. RESTRICTIVE COVENANT BENEFIT - SEE DEPOSITED PLAN 59400 AND INSTRUMENT K714027
2. RESTRICTIVE COVENANT BURDEN - SEE DEPOSITED PLAN 59400 AND INSTRUMENT K714027
3. N249170 MORTGAGE TO WESTPAC BANKING CORPORATION REGISTERED 11/2/2016.

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.

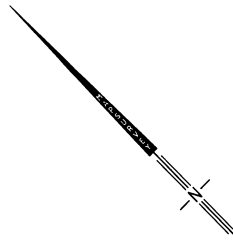
-----END OF CERTIFICATE OF TITLE-----

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: DP59400
PREVIOUS TITLE: 2688-976
PROPERTY STREET ADDRESS: 14 TURNSTONE LINK, HARRISDALE.
LOCAL GOVERNMENT AUTHORITY: CITY OF ARMADALE





**SURVEY CARRIED OUT UNDER REG 26A
SPECIAL SURVEY AREA GUIDELINES**

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

GRID DATUM IS PCG94

FOR INTERESTS AND NOTIFICATIONS
SEE SHEET 1

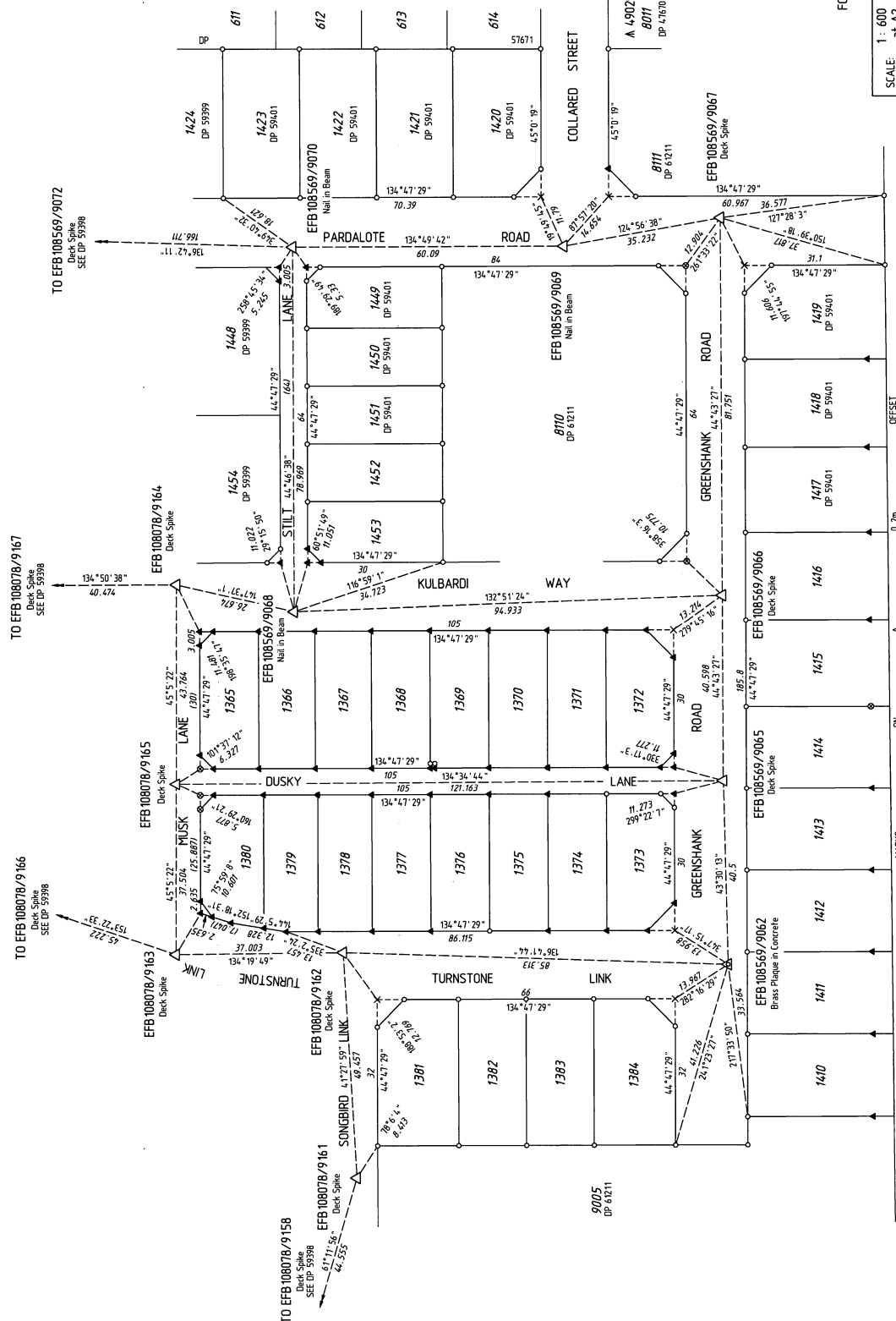
1: 600
SCALE: at A2



DEPOSITED PLAN

ORIGINAL
00765

SHEET 2 OF 2 SHEETS
VERSION 2



LEGEND

- Denotes Peg unless stated otherwise
- ▲ Denotes Nail
- △ Denotes Nail and Plate
- × Denotes Spike
- Denotes Drill Hole
- ⊙ Denotes Deck Spike
- ⊗ Denotes Deck Spike and Plate
- ⊠ Denotes Standard Survey Mark (SSM)
- ⊡ Denotes Permanent Survey Mark (PSM)
- ⊢ Denotes Permanent Control Mark (PCM)
- ⊣ Denotes Temporary Control Mark (TCM)

SURVEY SHEET AUDITED

DATE: 1-10-2008 ghu-

DOCKET: 3452-2005/3

LOTS 14-17-1423 & 1449-1451 ARE NOT CREATED ON THIS PLAN
PLEASE SEE DP 59401



Deposited Plan 59400

Lot	Certificate of Title	Lot Status	Part Lot
1365	2700/710	Registered	
1366	2700/711	Registered	
1367	2700/712	Registered	
1368	2700/713	Registered	
1369	2700/714	Registered	
1370	2700/715	Registered	
1371	2700/716	Registered	
1372	2700/717	Registered	
1373	2700/718	Registered	
1374	2700/719	Registered	
1375	2700/720	Registered	
1376	2700/721	Registered	
1377	2700/722	Registered	
1378	2700/723	Registered	
1379	2700/724	Registered	
1380	2700/725	Registered	
1381	2700/726	Registered	
1382	2700/727	Registered	
1383	2700/728	Registered	
1384	2700/729	Registered	
1410	2700/730	Registered	
1411	2700/731	Registered	
1412	2700/732	Registered	
1413	2700/733	Registered	
1414	2700/734	Registered	
1415	2700/735	Registered	
1416	2700/736	Registered	
1452	2700/737	Registered	
1453	2700/738	Registered	
9504	2700/739 (Cancelled)	Retired	
0	N/A	Registered	
0	N/A	Registered	
0	N/A	Registered	
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	Retired	
0	N/A	Registered	

FORM B4

Form Approval
No.B2641

K714027 RC

15 Sep 2008 12:34:17 Midland



REG \$ 88.00

SECTION 136D DEED OF RESTRICTIVE COVENANTS

LODGED BY IRDI LEGAL

ADDRESS 248 OXFORD STREET
LEEDERVILLE WA 6007

PHONE No. 9443 2544

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REFERENCE No. RJ:S20086977
(122711)

ISSUING BOX No. 243V

PREPARED BY IRDI LEGAL

ADDRESS

PHONE No. FAX No.

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

3/3

TITLES, LEASES, DECLARATIONS, ETC LODGED HERewith

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| 1. <i>Deed</i> | Received items |
| 2. | Nos. |
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| 6. | Receiving Clerk |

EXAMINED

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



depend upon availability and may require a fee to be paid in the normal manner. The developers intend with this innovation to be able to provide all the benefits of high speed internet and pay TV while avoiding unsightly outside satellite dishes and aerials.

Please note that connection to the FTTH reticulation must be done by a **licensed contractor**.

The developers will endeavour to ensure that the FTTH system is developed and continued but makes no warranty or promise concerning its continued operation.

COVENANT

The preceding building guidelines shall be for the benefit of every other lot in the plan of subdivision referred to herein and the burden of the guidelines shall be attached to the property.

Any limestone retaining or other walls provided by the Seller may NOT BE ALTERED IN ANY WAY except for the construction of a parapet wall as approved by City of Armadale.

AIR CONDITIONING OR COOLING UNIT/SOLAR HOT WATER UNITS

Air conditioning or cooling units must be of a similar colour to the roof, located on the rear elevation or the rear half of a side elevation and not protrude above a ridgeline by more than 300mm. Solar hot water units must be integrated with and match the roof profile and pitch of the roof. Neither facility can be placed on a front elevation of the residence.

LANDSCAPING

All garden areas within public view to be completely landscaped within six months of occupation of the dwelling. Waterwise garden practices are encouraged.

STREET TREES

The developers will provide a street tree to enhance the streetscape of the suburb. These trees are not to be removed.

SIGNS

Buyers are NOT to erect, display or allow any sign, hoarding or advertising other than;

- (d) a sign erected by a builder of the residence in accordance with the Builders Registration Act during the period of construction of the residence; or
- (e) a "FOR SALE" sign which may be erected after completion and occupation of a residence on the land; or
- (f) a "FOR SALE" sign which may be erected at the expiration of a period of five years from the date of purchase from the developer.

WASHING LINES/RUBBISH BINS

All washing lines and rubbish bins must be screened from the street and public places.

DISPLAY HOMES

The completed residence shall not be used for display purposes.

COMMERCIAL VEHICLES

Commercial vehicles are not to be parked or stored on or near any property.

RECREATIONAL VEHICLES, BOATS ETC

All recreational vehicles including caravans, boats, etc must not be parked or stored on a property unless contained within a garage or screened from public view (both street and park areas).

TELECOMMUNICATION AERIALS, ANTENNAE AND DISHES

The developer has entered into an agreement with Telstra for a FTTH (Fibre to the Home) system to be installed in the estate. It is not considered necessary to erect outside TV antennae or satellite dishes which are prohibited under the restrictive covenants. The free to air stations can be accessed free of costs after payment of an initial connection fee, however, the system is designed to accommodate future high speed internet and pay TV etc. Provision of these services will

Roofing: Clay or concrete tiles or colorbond metal roofing in accordance with the City of Armadale requirements are acceptable. A minimum 24° pitch, or in the case of curved or skillion roofs a minimum 12° pitch are to be used on all dwellings and garages. Flat roofs are not permitted except for verandahs. All windows and glazed areas must have eaves on the most northerly, easterly and westerly elevations.

Driveways: Each dwelling is to be provided with a driveway and crossover to be completed at the same time as the residence and before occupation. Maximum width of crossover shall be 6 metres and driveways must be no closer than 0.6 metres to any side boundary. All driveways and crossovers must comprise brick paving or limestone look concrete paving. Grey or painted concrete is not permitted.

SETBACKS

As per the Residential Design Codes and City of Armadale policies and in compliance with Detailed Area Plans (DAP's) where applicable.

FACADES

The façades to public domains (eg roads, public open space areas and the like) must be attractive to achieve home design excellence.

FENCING

All side and rear boundary fencing must be fully installed on completion of construction of the dwelling or prior to completion.

No fencing is permitted forward of the building line unless it is part of a courtyard that adjoins a residence, is not less than 1500mm in height and is constructed of masonry or rendered masonry to match the residence or is constructed of open style pool fence materials.

Fencing to boundaries where provided by the developer is not to be altered in any way. In the event of damage, the lot owner shall repair in the same style and colour as provided. In the event of failure by the lot owner to repair the developer may do so and reclaim the cost from the lot owner.

Side boundary fencing must not be less than 1800mm in height and consist of capped Hardifence painted in "wheat" colour on both sides or masonry or rendered masonry to match the residence. Secondary street boundary (being a side boundary which faces a street) fencing must consist of capped hardifence painted in "wheat" colour on both sides, masonry or rendered masonry to match the residence or open style pool fencing.

OUTBUILDINGS

Outbuildings are permitted and shall be constructed of the same materials as the residence except that storage outbuildings of 10m² or less may be constructed of Colorbond and must not protrude more than 300mm above a fence line. No storage outbuildings are permitted on lots less than 500 square metres in area or within yards abutting public open space.

SITE LEVELS

The general level of the site may not be altered except that the finished level can be raised by a maximum of 0.3 metres.

Annexure "B"
HERON PARK
Development Conditions and Building Guidelines

INTRODUCTION

In order to ensure the attainment of a minimum standard and to encourage home design excellence at Heron Park, these Guidelines set out the minimum standards and conditions under which residential development within the estate will normally be approved.

SUSTAINABILITY

The Seller seeks to encourage sustainable housing and land development and the Buyer is encouraged to use energy efficient appliances and practices in design and construction of the home, Waterwise garden principles in the construction of the landscape areas and Waterwise appliances within the dwelling.

BUILDING PLAN APPROVAL

Two sets of elevation drawings, site and floor plans must be submitted to the Heron Park Project Managers (Satterley Property Group, 18 Bowman Street, South Perth) prior to the plans being submitted to the City of Armadale under the normal building approval procedure.

The Project Managers will peruse such plans for compliance with the Restrictive Covenants and Development and Building Guidelines and if considered to comply will return one approved set of plans to the applicant.

DEVELOPMENT

NO development is to be commenced on any lot without the plans having been approved in writing as set out above.

DWELLING

The minimum dwelling size is 180m² for lots of 500 square metres or larger and 140m² for lots of less than 500 square metres. The minimum floor area is the area of the dwelling excluding porches, carports, garages, verandahs, alfresco areas etc. Transported or transportable homes are not permitted. A one piece concrete slab construction is required. Lots served by a rear laneway and parkside lots shall comply with relevant Detailed Area Plans requirements.

GARAGES

All dwellings constructed must incorporate double, side by side garages, comprised of the same materials as the residence. Where rear laneways are provided, garages can only be accessed from the laneway and in accordance with Detailed Area Plan requirements.

STORAGE

Storage outbuildings (sheds, free-standing stores etc) of up to 10 m² are permitted but must not protrude more than 300mm above any fence line and may be constructed with colorbond materials or the same materials as the residence. Storage outbuildings with an area greater than 10m² must be constructed in the same materials as the residence. In the case of dwellings on lots less than 500 square metres in area, all storage must be contained under the main roof of the residence. No storage buildings are permitted in yard areas abutting public open space.

MATERIALS:

Walls: External walls must be constructed with concrete, clay bricks, limestone or similar material. Quality new materials only are to be used.

- r) Any outbuilding or shed on or within any yard on part of the land which abuts any public open space.
- 3. NOT to park or allow to be parked on the land or on the road or on any other land near to or next to the land, any commercial vehicles (being vehicles which have an aggregate weight greater than 3.5 tonnes or a height greater than 2.0 metres).
- 4. NOT to park caravans, trailers, boats or any other similar recreational machinery ("vehicles") on the land or on the road or on any other land near to or next to the land unless the vehicles are parked wholly in accordance with the requirements of the City of Armadale and are housed in a screened location behind the front building setback line.
- 5. That where retaining walls or fences have been erected on any of the boundaries of the land by the Transferor, NOT to alter or remove any of the retaining walls or fences except for the construction of a parapet wall in accordance with an approval from City of Armadale, NOT to allow or permit the retaining walls or fences to fall into a state of disrepair, and NOT to repair or renew such retaining walls or fences except in the same style and colour as the existing retaining walls or fences.
- 6. That if retaining walls or fences have been erected on any of the boundaries of the land by the Transferor, NOT to alter the level of the surface of the land by elevating the level by more than 300 millimetres.
- 7. NOT to use or open or allow to be used or opened, any residence erected on the land, for display purposes.
- 8. NOT to erect or display or cause to be erected or displayed on the land any sign hoarding or advertising of any description whatsoever other than;
 - (a) a sign erected by a builder of the residence in accordance with the Builders Registration Act during the period of construction of the residence; or
 - (b) a "FOR SALE" sign which may be erected after completion and occupation of a residence on the land; or
 - (c) a "FOR SALE" sign which may be erected at the expiration of a period of five years from the date of registration of the Transfer of Land relating to the purchase from the Transferor, if a residence has not been completed at that time.

The Transferee and the registered proprietor of the land from time to time, must not prohibit and hereby gives an irrevocable authority to the Transferor and its servants and agents to enter the land for the purposes of removing any sign erected in breach of this covenant.

- 9. NOT to breach or cause to be breached the **Heron Park Development Conditions and Building Guidelines** relating to the land a copy of which is attached and marked Annexure "B".
- 10. For the purposes of these restrictive covenants, "Detailed Area Plan" means the detailed area plan lodged with City of Armadale and Western Australian Planning Commission ("WAPC") relating to the subdivision and development of the Transferor's land of which the land forms part and which is part of the subdivision approval granted by WAPC to the Transferor.

- ii) constructed of masonry or rendered masonry to match the residence; or
- iii) constructed of open style pool fence materials.
- i) A residence, unless all side and rear boundary fencing is constructed and completed at the same time as, or prior to, occupation of the residence.
- j) A letterbox which is not located adjacent to the driveway on the land, is not clearly numbered or does not match or complement the residence.
- k) An airconditioner or evaporative cooler, unless:-
 - i) contained wholly within the residence; or
 - ii) it is located on a rear elevation and is installed below the ridge line of the roof and has a maximum protrusion above the ridge line of not more than 300mm; or
 - iii) it is located on the rear half of a side elevation of the residence; or
 - iv) contained within the roof space between the ceilings of the residence and the underside of the roof of the residence or on a side or rear wall of the residence

AND:

 - A. it is not located on the front elevation of the residence; and
 - B. is of similar colour to the roof of the residence.
- l) A solar hot water heater, unless it is located on a side or rear elevation of the residence, fits the roof profile and is not elevated at an angle to the roof profile and otherwise matches or complements the residence.
- m) A clothes line or rain water tank except in accordance with the manufacturer's instructions and which is not screened from public view from the street at the front of the residence.
- n) (While the Fibre Optic System provided with the land is operative and available) a television and radio antenna and satellite dish unless contained wholly within the residence or within the roof space between the ceiling and roof of the residence or, in the case of a satellite dish is less than 600mm in diameter, not located on the front elevation or above the roof line of the residence.
- o) An outbuilding or shed of up to 10 square metres in floor area unless constructed of the same materials as the residence or of colorbond and it does not protrude more than 300mm above the fence line and is otherwise in compliance with the building requirements of City of Armadale.
- p) Any outbuilding or shed greater than 10 square metres in floor area unless constructed of the same materials as the residence.
- q) (If the land has an area of less than 500 square metres) a residence which does not provide for all storage areas under the main roof of the residence.

- ii) using roof materials which are not concrete or clay tiles, slate or colourbond metal.
 - iii) using roof materials known as zincalume or other reflective material.
 - iv) which is transported or is a transportable residence.
- b) A garage which, if not located under the main roof of the residence, is not constructed in the same materials as the residence.
- c) A residence, unless a driveway and the crossover between the road and the parking area on the land are constructed and completed prior to occupation of the residence.
- d) A driveway which is:
 - i) wider than 6 metres at the street boundary of the lot;
 - ii) less than 0.6 metres from any side boundary of the lot;
 - iii) which is not constructed of brick or block paving or limestone look concrete;
 - iv) constructed of grey or painted concrete.
- e) A residence, unless all ground areas which are visible from the street or any public open space adjoining or near the land ("visible areas") is properly landscaped within 6 months after completion of the residence. "Properly landscaped" means that all visible areas must be cleared and grassed, planted or otherwise covered with a beautifying surface.
- f) Subject to paragraphs (g) and (i), any side boundary fence which adjoins another lot unless it is:-
 - i) not less than 1800mm in height; and
 - ii) constructed of materials known as Hardifence or similar, and is capped and painted or pre-coloured on both sides in a "wheat" colour.
- g) Subject to paragraph (i) any fence on any side boundary which faces on to a street unless it is:
 - (i) not less than 1800mm in height;
 - (ii) constructed of materials known as Hardifence or similar, and is capped and painted or pre-coloured on both sides in a "wheat" colour; or
 - (iii) constructed of masonry or rendered masonry to match the residence; or
 - a. constructed of open style pool fence materials.
- h) Any other fence (not being a side fence) which extends forward of the building set back line unless it is part of a courtyard attached to the residence and is:-
 - i) not less than 1500 mm in height; or

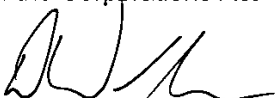
Annexure "A"
HERON PARK STAGE 4B
DEPOSITED PLAN 59400
Restrictive Covenants

The Transferee covenants with the Transferor:

1. **NOT TO CONSTRUCT**, erect or install or permit to be constructed, erected or installed on the land hereby transferred ("the land"):-
 - a) A residence which is not a permanent non-transportable private residence ("a residence").
 - b) (If the land has an area of 500 square metres or more) a residence with a total floor area of less than 180 square metres inclusive of external walls but exclusive of carports, garages, verandahs, alfresco areas and other unenclosed areas.
 - c) (If the land has an area of less than 500 square metres) a residence with a total floor area of less than 140 square metres inclusive of external walls but exclusive of carports, garages, verandahs, alfresco areas and other unenclosed areas.
 - d) A residence which does not comprise as its floor, a one piece concrete slab construction.
 - e) A residence with a flat roof (excluding any part of the roof which covers verandah areas).
 - f) Subject to clause 1(g), a residence, where the roof is pitched, and the roof pitch is less than 24° (excluding any part of the roof which covers verandah areas).
 - g) A residence which has a skillion roof or a curved roof and the roof pitch is less than 12° (excluding any part of the roof which covers verandah areas).
 - h) A residence which does not contain a garage or carport making provision for parking of at least two motor vehicles side by side.
 - i) A residence which has access through a rear laneway and provides for vehicular access other than by that laneway.
 - j) A residence which does not include eaves to windows and glazed areas on the most Northerly, Easterly and Westerly elevations.
 - k) A residence or any other improvements constructed on the land which does not comply with the Detailed Area Plan.
2. **NOT TO CONSTRUCT**, erect or install or permit to be constructed, erected or installed on the land:
 - a) A residence or any alteration or addition to a residence:-
 - i) using wall materials which are not either predominantly concrete, clay bricks, stone, rammed earth, rammed limestone, limestone, composite board or weatherboard with a minimum thickness of 9mm or other similar material finished in face brickwork, minorb, composite board or render;

EXECUTED as a deed.


EXECUTED by **HERON PARK WA PTY LTD** (ACN 115 882 329) in accordance with section 127 of the Corporations Act



Signature of Director

David Conrad Williams

Print name of Director



Signature of Director/Secretary

Anthony Robert Carr

Print name of Director/Secretary

CONSENT OF MORTGAGEE

SATTERLEY FORRESTDAL PTY LTD (ACN 115 882 338) being the mortgagee hereby consents to this deed of restrictive covenants and to the registration of Deposited Plan 59400.

DATED the 4 day of September 2008


EXECUTED by **SATTERLEY FORRESTDAL PTY LTD** (ACN 115 882 338) in accordance with section 127 of the Corporations Act



Signature of Director

Nigel Frank Satterley

Print name of Director



Signature of Director/Secretary

Anthony Robert Carr

Print name of Director/Secretary

3. SEPARATE AND DISTINCT COVENANT

Each restrictive covenant is a separate and distinct restrictive covenant, and 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.

4. TERM OF RESTRICTIVE COVENANTS

The restrictive covenants shall expire on the day eight (8) years from the date of first issue of the Certificates of Title for the lots on the Plan.

5. DEFINITIONS

Any terms defined in this deed shall have the same meaning when used in the restrictive covenants.

SCHEDULE

The Land:

Lot 9503 on Deposited Plan 59398 and being the whole of the land comprised in Certificate of Title Volume 2688 Folio 976.

Encumbrances:

- (i) Mortgage J597857 to Satterley Forrestdale Pty Ltd.
- (ii) Easement Burden created under Section 167 Planning and Development Act for sewerage purposes to Water Corporation – see Deposited Plan 59398 as created on Deposited Plan 58340.
- (iii) K183234 – Easement to Electricity Networks Corporation – see Deposited Plan 58340.

THIS DEED is made the 4 day of September 2008

BY:

HERON PARK WA PTY LTD (ACN 115 882 329) of care of Gillon & Associates, Suite 1, 18 Stirling Highway, Nedlands ("the Owner").

BACKGROUND:

- A. The Owner is the registered proprietor of the land described in the Schedule to this deed ("the Land") subject to the encumbrances referred to in the Schedule.
- B. The Owner intends to subdivide the Land and has lodged a plan of subdivision with the Western Australian Planning Commission which has been approved and is now known as Deposited Plan 59400 ("the Plan").
- C. In accordance with Section 136D of the Transfer of Land Act the Owner requires each of the lots on the Plan ("the lots") other than lot 9504 ("the Excluded Lot") to be encumbered by the restrictive covenants set out in Annexure "A" hereto ("the restrictive covenants"), so that the restrictive covenants will be noted on the Plan and on each Certificate of Title that issues for the lots other than the Excluded Lot.

OPERATIVE PART:

This deed witnesses as follows:-

1. CERTIFICATES OF TITLE

Each Certificate of Title which issues for a lot on the Plan (other than the Excluded Lot) is to be encumbered by the restrictive covenants which will run with the land described in the Certificate of Title for the benefit of the other lots on the Plan (other than the Excluded Lot).

2. RESTRICTIVE COVENANTS

The Owner intends that the burden of the restrictive covenants is to:

- 2.1. run with each lot for the benefit of each and every other lot on the Plan (other than the Excluded Lot); and
- 2.2. be enforceable against the registered proprietor of a lot by the Owner and every subsequent registered proprietor of the other lots on the Plan (other than the Excluded Lot).

HERON PARK WA PTY LTD

**SECTION 136D DEED OF RESTRICTIVE COVENANTS
HERON PARK STAGE 4C
DEPOSITED PLAN 59400**

IRDI LEGAL
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LEEDERVILLE WA 6007

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