

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 /

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~~ 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

- Is this Contract concerning the taxable supply of new residential premises or potential residential land as defined in the GST Act? YES NO
- 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).
- 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 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 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	Chloe Clarke		
Address	9 Eucumbene Gardens		
Suburb	South Lake	State	WA
		Postcode	6164
Name	Yann Christopher Troubat		
Address	9 Eucumbene Gardens		
Suburb	South Lake	State	WA
		Postcode	6164

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 change 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 change to General Conditions (form 198)**

Signature	Signature

CONVEYANCER (Legal Practitioner/Settlement Agent)

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

	BUYER'S REPRESENTATIVE	SELLER'S REPRESENTATIVE
Name	<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>
Signature	<input style="width: 90%; background-color: yellow;" type="text"/>	<input style="width: 90%; background-color: yellow;" type="text"/>
	<input style="width: 90%; background-color: yellow;" type="text"/>	<input style="width: 90%; background-color: yellow;" type="text"/>

COPYRIGHT

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01/25

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 Chloe Clarke

Date _____

Signature _____

Name Yann Christopher Troubat

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

WESTERN



AUSTRALIA

TITLE NUMBER

Volume Folio

2975 624

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 1606 ON DEPOSITED PLAN 417419

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

CHLOE CLARKE
YANN CHRISTOPHER TROUBAT
BOTH OF 9 EUCUMBENE GARDENS SOUTH LAKE WA 6164
AS JOINT TENANTS

(T P388619) REGISTERED 13/12/2022

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

1. RESTRICTIVE COVENANT BENEFIT - SEE DEPOSITED PLAN 417419 AND INSTRUMENT O266796.
2. RESTRICTIVE COVENANT BURDEN - SEE DEPOSITED PLAN 417419 AND INSTRUMENT O266796
3. O266797 NOTIFICATION SECTION 165 PLANNING & DEVELOPMENT ACT 2005 LODGED 5/12/2019.
4. P388620 MORTGAGE TO AUSTRALIA & NEW ZEALAND BANKING GROUP LTD REGISTERED 13/12/2022.

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.

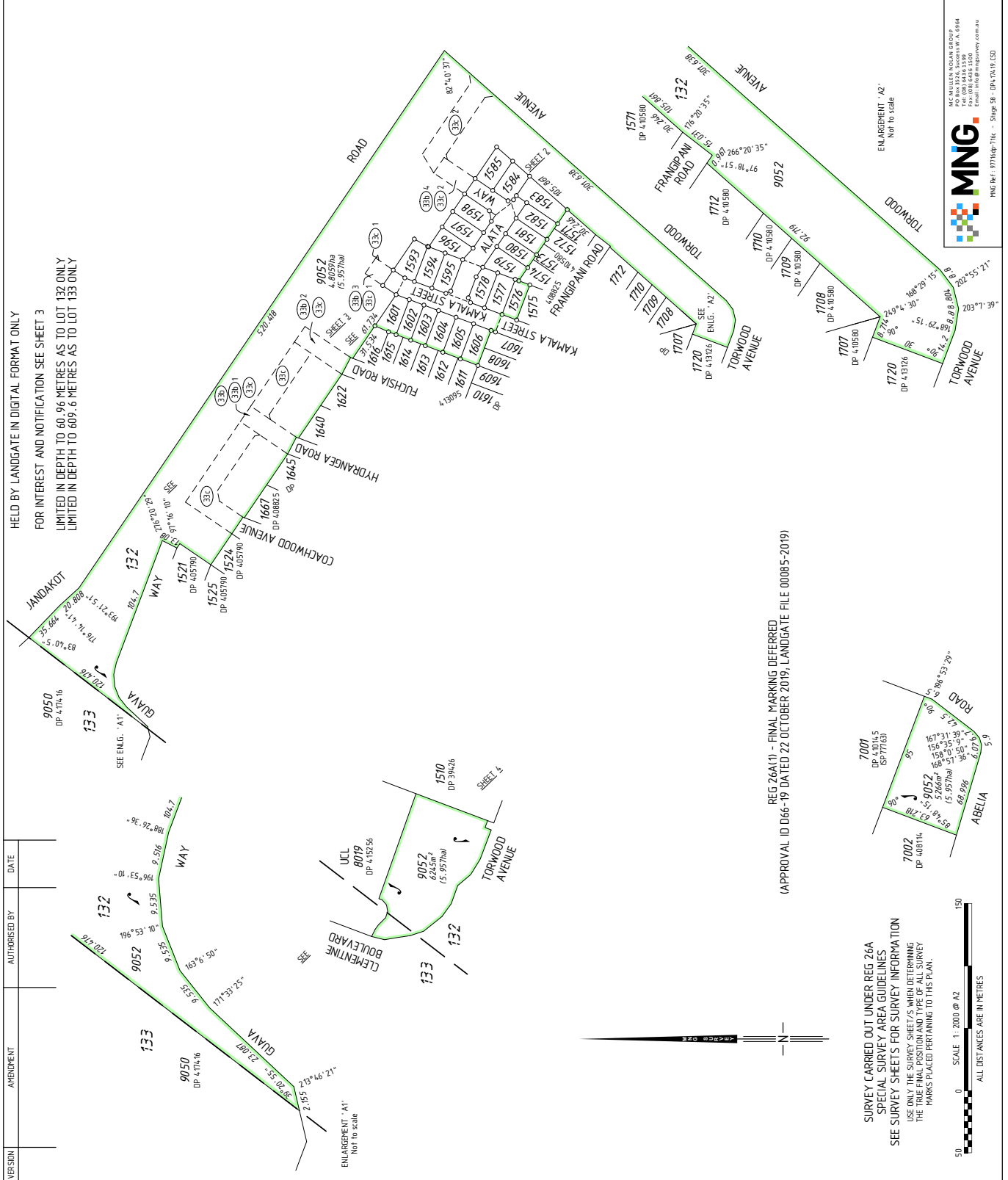
-----END OF CERTIFICATE OF TITLE-----

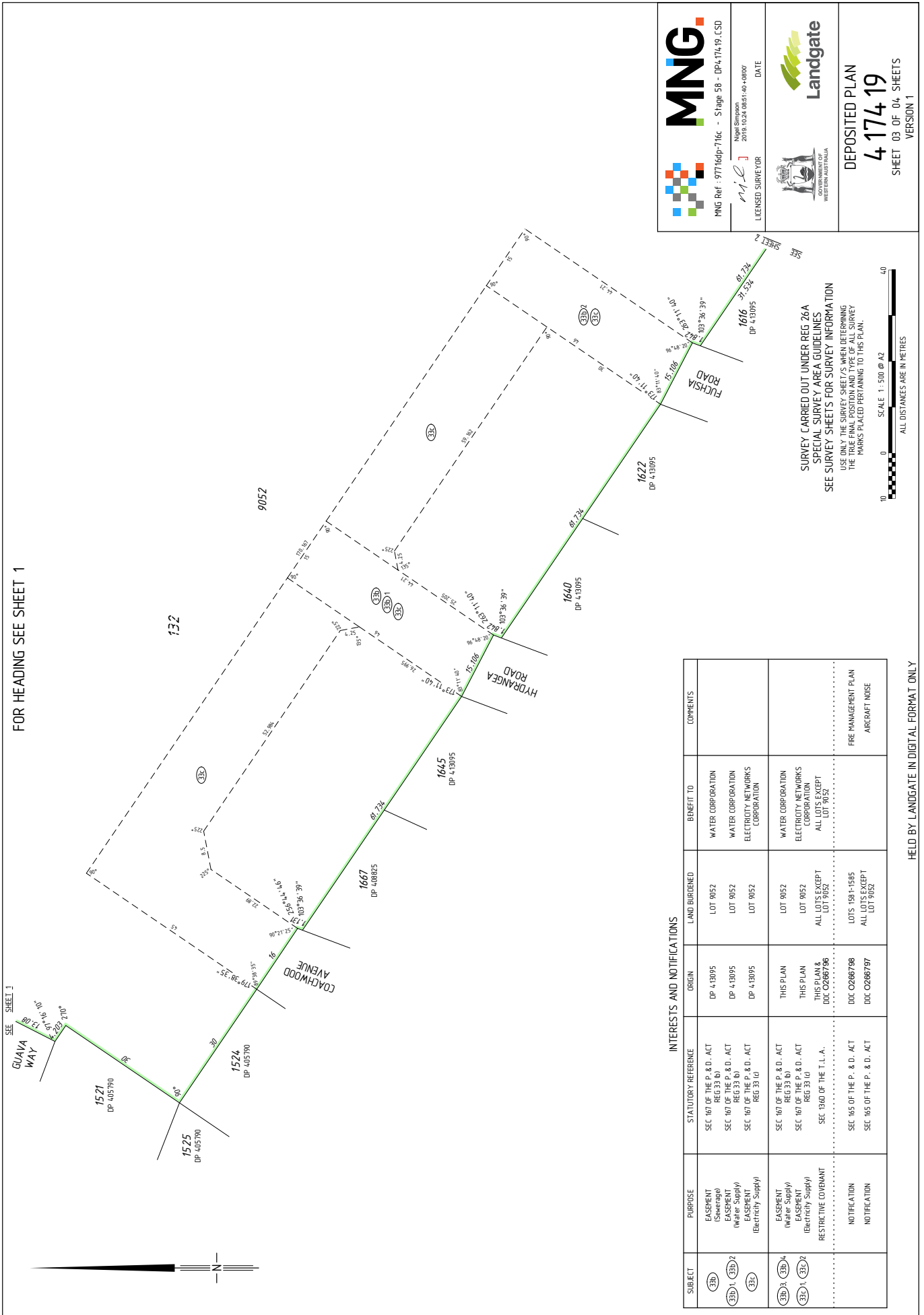
STATEMENTS:

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: DP417419
PREVIOUS TITLE: 2971-838
PROPERTY STREET ADDRESS: 3 KAMALA ST, TREEBY.
LOCAL GOVERNMENT AUTHORITY: CITY OF COCKBURN

VERSION	AMENDMENT	AUTHORISED BY	DATE	DATE	TYPE	FREEHOLD	S.S.A.	YES
					PURPOSE	SUBDIVISION		
					PLAN OF	LOTS 1576-1585, 1593-1598, 1601-1606, 9052, ROADS, EASEMENTS AND RESTRICTIVE COVENANT		
					FORMER TENURE	LOT 9048 ON DP 4 13 026 C.T., 2971-B38		
					LOCAL AUTHORITY	CITY OF COCKBURN		
					LOCALITY	TREERY		
					D.P.L.H. FILE			
					FIELD RECORD	122318		
					SURVEYOR'S CERTIFICATE - REG 54			
					I, Nigel Simpson, 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, (if applicable) undertaken for the purposes of this plan and that it complies with the relevant written law in relation to which it is lodged.			
					LICENSED SURVEYOR	Nigel Simpson 2019 10 24 085132-40800		
					22/10/2019	DATE	25/03/2019	DATE
					L.S.C.	EXAMINED	01/04/2020	25/03/2019
					WESTERN AUSTRALIAN PLANNING COMMISSION	FILE	157844	
					Delegated under s. 16 P&O Act 2005	DATE	03-Dec-2019	
					SUBJECT TO	000 18841020 1607 168 04 000 0100 000 000 1662 08 000 000		
					FOR INSPECTOR OF PLANS AND SURVEYS	DATE	5-Dec-2019	
					INSPECTOR OF PLANS AND SURVEYS	DATE	5.12.2019	
					IN ORDER FOR DEALINGS	APPROVED	REG26A (1), (4)	





FOR HEADING SEE SHEET 1

MNG
MNG Ref : 97716dp-716c - S Page 58 - DP4,174,19, CSD
Nigel Simpson
2019.10.24 08:51:40 +0800
LICENSED SURVEYOR

Landgate
GOVERNMENT OF WESTERN AUSTRALIA

DEPOSITED PLAN
4 174 19
SHEET 03 OF 04 SHEETS
VERSION 1

SURVEY CARRIED OUT UNDER REG 26A
SPECIAL SURVEY AREA GUIDELINES
SEE SURVEY SHEETS FOR SURVEY INFORMATION
USE ONLY THE SURVEY SHEETS WHEN DETERMINING
THE TRUE FINAL POSITION AND TYPE OF ALL SURVEY
MARKS PLACED PERTAINING TO THIS PLAN.

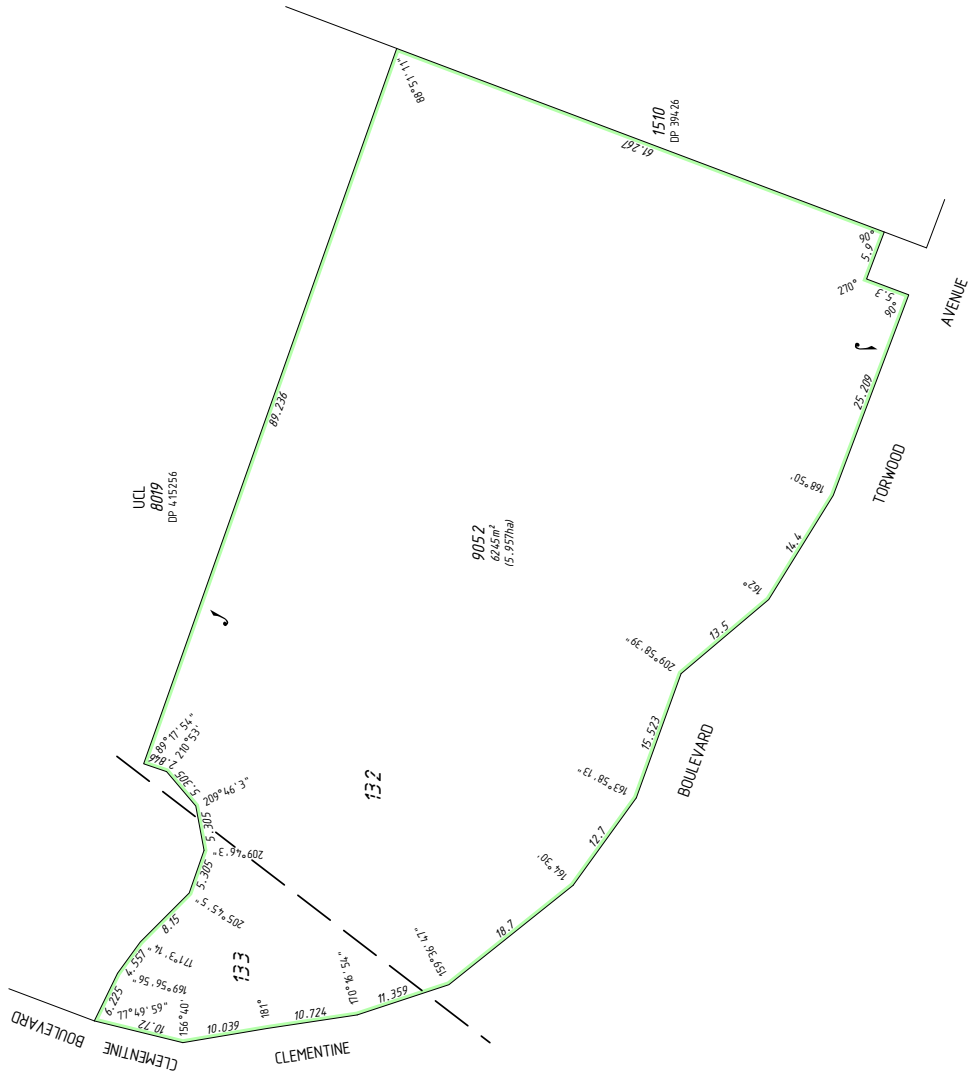


INTERESTS AND NOTIFICATIONS

SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN	LAND BURDENED	BENEFIT TO	COMMENTS
(3B) (3B) 1 (3B) 2 (3B) 3	EASEMENT (Sewerage)	SEC 167 OF THE P. & D. ACT REG 33 (b)	DP 4,18095	LOT 9052	WATER CORPORATION	
	EASEMENT (Water Supply)	SEC 167 OF THE P. & D. ACT REG 33 (b)	DP 4,18095	LOT 9052	WATER CORPORATION	
	EASEMENT (Electricity Supply)	SEC 167 OF THE P. & D. ACT REG 33 (c)	DP 4,18095	LOT 9052	ELECTRICITY NETWORKS CORPORATION	
(3B) 4 (3B) 5 (3B) 6 (3B) 7 (3B) 8 (3B) 9 (3B) 10 (3B) 11 (3B) 12 (3B) 13 (3B) 14 (3B) 15 (3B) 16 (3B) 17 (3B) 18 (3B) 19 (3B) 20 (3B) 21 (3B) 22 (3B) 23 (3B) 24 (3B) 25 (3B) 26 (3B) 27 (3B) 28 (3B) 29 (3B) 30 (3B) 31 (3B) 32 (3B) 33 (3B) 34 (3B) 35 (3B) 36 (3B) 37 (3B) 38 (3B) 39 (3B) 40 (3B) 41 (3B) 42 (3B) 43 (3B) 44 (3B) 45 (3B) 46 (3B) 47 (3B) 48 (3B) 49 (3B) 50 (3B) 51 (3B) 52 (3B) 53 (3B) 54 (3B) 55 (3B) 56 (3B) 57 (3B) 58 (3B) 59 (3B) 60 (3B) 61 (3B) 62 (3B) 63 (3B) 64 (3B) 65 (3B) 66 (3B) 67 (3B) 68 (3B) 69 (3B) 70 (3B) 71 (3B) 72 (3B) 73 (3B) 74 (3B) 75 (3B) 76 (3B) 77 (3B) 78 (3B) 79 (3B) 80 (3B) 81 (3B) 82 (3B) 83 (3B) 84 (3B) 85 (3B) 86 (3B) 87 (3B) 88 (3B) 89 (3B) 90 (3B) 91 (3B) 92 (3B) 93 (3B) 94 (3B) 95 (3B) 96 (3B) 97 (3B) 98 (3B) 99 (3B) 100	EASEMENT (Water Supply) EASEMENT (Electricity supply) RESTRICTIVE COVENANT	SEC 167 OF THE P. & D. ACT SEC 167 OF THE P. & D. ACT SEC 167 OF THE P. & D. ACT SEC 160 OF THE T.L.A.	THIS PLAN THIS PLAN THIS PLAN & DOC 0268796 DOC 0268796 DOC 0268798 DOC 0268797	LOT 9052 LOT 9052 ALL LOTS EXCEPT LOT 9052 ALL LOTS EXCEPT LOT 9052	WATER CORPORATION ELECTRICITY NETWORKS CORPORATION ALL LOTS EXCEPT LOT 9052	
	NOTIFICATION	SEC 165 OF THE P. & D. ACT SEC 165 OF THE P. & D. ACT			LOTS 1581-1585 ALL LOTS EXCEPT LOT 9052	

HELD BY LANDGATE IN DIGITAL FORMAT ONLY

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



SURVEY CARRIED OUT UNDER REG 26A
SPECIAL SURVEY AREA GUIDELINES
SEE SURVEY SHEETS FOR SURVEY INFORMATION
USE ONLY THE SURVEY SHEET/S WHEN DETERMINING
THE LOCATION OF ANY SURVEY
MARKS PLACED PERTAINING TO THIS PLAN.

HELD BY LANDGATE IN DIGITAL FORMAT ONLY

MNG Ref : 97716dp-716c - S1 page 58 - DP4,174,19, CSD Nigel Simpson 2018.10.24.0851:44+0800 DATE	LISCENCED SURVEYOR
DEPOSITED PLAN 4 174 19 SHEET 04 OF 04 SHEETS VERSION 1	

Deposited Plan 417419

Lot	Certificate of Title	Lot Status	Part Lot
1576	2975/603	Registered	
1577	2975/604	Registered	
1578	2975/605	Registered	
1579	2975/606	Registered	
1580	2975/607	Registered	
1581	2975/608	Registered	
1582	2975/609	Registered	
1583	2975/610	Registered	
1584	2975/611	Registered	
1585	2975/612	Registered	
1593	2975/613	Registered	
1594	2975/614	Registered	
1595	2975/615	Registered	
1596	2975/616	Registered	
1597	2975/617	Registered	
1598	2975/618	Registered	
1601	2975/619	Registered	
1602	2975/620	Registered	
1603	2975/621	Registered	
1604	2975/622	Registered	
1605	2975/623	Registered	
1606	2975/624	Registered	
9052	2975/625 (Cancelled)	Retired	
0	N/A	Registered	
0	N/A	Retired	
0	N/A	Retired	
0	N/A	Registered	

INSTRUCTIONS

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

NOTES

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

EXAMINED

rs1 8792631_1

O266796 RC

25 Oct 2019 16:13:51 Perth



LODGED BY

JACKSON McDONALD SERVICES PTY LTD
ADDRESS Level 17, 225 St Georges Terrace
PERTH WA 6000
Tel: 9426 6611
PHONE No. Fax: 9321 2002
Landgate Box 152Y

FAX No.

REFERENCE No.

ISSUING BOX No.

PREPARED BY JACKSON McDONALD

ADDRESS Level 17, 225 St Georges Terrace
PERTH WA 6000
Ref: RSL:SQM: 7166480
Calleya Stage 58

PHONE No: (08) 9426 6611

FAX No. (08) 9321 2002

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

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.

I, Sarah Lee, am the solicitor for the (Applicant) I have made or authorised and I have authority to make and to authorise on behalf of such person(s) the amendment(s) (hereon/on the reverse hereof) countersigned by me

Sarah Lee
Witness

Date 24/10/2019


Amanda Lee
Solicitor
Level 17, 225
St Georges Terrace
Perth WA 6000

EXECUTED by the Registered Proprietor as a Deed.

SIGNED by Damon John Shephard)
as Attorney for **STOCKLAND WA**)
DEVELOPMENT PTY LIMITED)
(ACN 000 097 825))
under Power of Attorney M120743)
in the presence of:)



Attorney Signature



Witness Signature

Joshua Leigh

Witness Name:

17/263 Adelaide Tce, Perth 6000

Witness Address:

Development Graduate

Witness Occupation:

rsi 8792631_1

SCHEDULE

1. Subdivision Land

Lot 9048 on Deposited Plan 413126 comprising the whole of the land contained in Certificate of Title Volume ~~271~~ Folio ~~838~~ *JM JM*

~~- being part of Lot 9546 on Deposited Plan 414125 comprising the whole of the land contained in Certificate of Title Volume 2954 Folio 317. JM~~

~~- being part of Lot 9047 on Deposited Plan 415256 comprising the whole of the land contained in Certificate of Title Volume 2964 Folio 962. JM~~

2. Burdened Lots

Lots 1576-1585, 1593-1598 and 1601-1606 on Deposited Plan 417419.

3. Benefited Lots

Lots 1576-1585, 1593-1598 and 1601-1606 on Deposited Plan 417419.

4. Encumbrances

Nil.

or

- (ii) has a roof and design features consistent with the form and materials of the Residence;
 - (j) the Residence has a garage which does not have a garage door prior to occupation;
 - (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, including but not limited to satellite dishes, TV aerials, external hot water services, water tanks, air conditioning units and heating units unless they are located in such a way to minimise their impact on the visual quality and amenity of the area or 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 metre boxes, heating and cooling units, rubbish disposal containers, swimming pool equipment, rainwater tanks, clothes hoists and washing lines, are not screened from view from the public domain, except, in the case of rubbish bins, on local authority collection days;
 - (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 any street or public space; and
 - (o) the windows to all Habitable Rooms do not contain a minimum 6.38mm laminated glazing.
- 3.2 It will not alter, remove or allow to fall into disrepair any fence, retaining wall or entry statement installed by the Registered Proprietor on the Land.
- 3.3 It will not Construct any retaining wall visible from the street or other public space:
- (a) unless of materials matching the materials used on the retaining walls installed by a Registered Proprietor; or
 - (b) containing pre-cast concrete "panel and post".
- 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 the Land from time to time covenant and agree that this Restrictive Covenant will expire on 30 July 2029.

- 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:
 - A. does not address both streets through its design by extending the Primary Street elevation features, colours, materials and Architectural Features, onto the Secondary Street elevation forward of a Return Fence; or
 - B. has an exposed Secondary Street Façade which does not incorporate a window from a Habitable Room with a clear view of the Secondary Street (excluding highlight windows); 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 rear fencing on the Land is:
 - (i) more than 1.8 metres high; or
 - (ii) not Constructed of Colorbond colour Grey Ridge;
- (g) the side boundary fencing on the Land:
 - (i) is more than 1.8 metres high;
 - (ii) is not constructed of Colorbond colour Grey Ridge; or
 - (iii) returns to the Residence less than 1.0 metre behind the front Façade;
- (h) the front fencing on the Land is:
 - (i) more than 1.8 metres high,
 - (ii) not 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;
- (i) the Residence does not have a garage, or Carport, which:
 - (i) is sufficient for at least 2 motor vehicles side by side if the land is wider than 13 metres;

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Residence.

- 2.24 "Secondary Street" means the road which intersects or adjoins the primary street and does not include the main entry to the Residence.
- 2.25 "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.
- 2.26 "Verandah" means a shading structure which has its own separate roof and must be supported by posts, pillars or piers.
- 2.27 "Window Hood" means a structure which is attached to the building and is designed to provide shading to windows.
- 2.28 "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:

- A. an Articulated Façade;
- B. a Façade with at least one step in the floor plan mirrored in the roof design of a minimum 600mm (excluding the garage) where the Land is less than 12.5m wide;
- C. a minimum of two Architectural Features; or
- D. articulation through well considered design, where the Land is less than 12.5m wide;

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

(iii) has a parapet wall:

- 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 and does not have an entry feature or room located forward of the garage, but this clause 3.1(b)(ii) does not apply to Laneway access homes; 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

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- (h) elevated eaves height with a feature recess or similar detail to the forward/projected part of the roof with an attached, projected feature wall or similar; and
- (i) secondary colour or material eg: contrasting render, brick, weatherboard, stone (minimum 20% of the elevation).
- 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
- (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 "Entry Pergola" means an entry feature with a separate permeable roof and supported by pillars or piers.
- 2.7 "Façade" means the face of the Residence especially the primary or front elevation showing its most prominent Architectural Features.
- 2.8 "Gable" means a triangular top section of a wall on a building with a pitched roof.
- 2.9 "Gambrel" means a triangular feature within the roof structure most commonly finished with timber or weatherboard cladding.
- 2.10 "Habitable Room" includes all living rooms, kitchens and bedrooms, but not bathrooms, WCs or circulation space.
- 2.11 "Land" means the land specified in the Certificate of Title to each individual Burdened Lot.
- 2.12 "Laneway" means a narrow local street without a verge which is located along the rear or side boundary of a lot.
- 2.13 "Louvre Window" means a framed opening, as in a wall, door, or window, fitted with fixed or movable horizontal slats for admitting air and light and shedding rain.
- 2.14 "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.
- 2.15 "Masonry Gateway Wall" means a self-supporting structure usually detached to the main dwelling and located in front of the primary entry.
- 2.16 "Mews" means a narrow local street without a verge located along the front boundary of a lot.
- 2.17 "Portico" means an entry feature with a separate roof and supported by posts or pillars.
- 2.18 "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.
- 2.19 "Projecting Blade Wall" means a wall which projects forward of adjacent walls, is perpendicular to the Façade and usually extends past the gutter line.
- 2.20 "Public Reserve" means any parkland, bushland or wetland designated as public open space within the residential community of which the Subdivision Land forms part.
- 2.21 "Registered Proprietor" means, as the case requires, the respective registered proprietor of the Subdivision Land identified in Item 1 of the Schedule.
- 2.22 "Residence" means the residence or residences to be Constructed on the Land.
- 2.23 "Return Fence" means a fence that extends from the Secondary Street fencing to the side of the

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BLANK INSTRUMENT FORM**S 136D DEED OF RESTRICTIVE COVENANT**

(Note 1)

THIS DEED is made the 24th day of October 2019

BY:

STOCKLAND WA DEVELOPMENT PTY LIMITED (ACN 000 097 825) 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 417419 ("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 Verandah with a length of at least 30% of the length of the Primary Street elevation of the Residence, excluding the garage or Carport, and with a depth of at least 1.5m;
- (b) an entry feature such as a Portico, Masonry Gateway Wall or Entry Pergola;
- (c) a balcony;
- (d) a Projecting Blade Wall in a feature colour/material (minimum 500mm in width projecting at least 300mm above the eaves);
- (e) a built in planter box (at least 1m in length);
- (f) a roof feature such as a Gambrel or end Gable;
- (g) a Window Hood;

Document Notes:

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9/12/2019 11:46:11

Registration date is amended to 5.12.2019 at 9.00 hours to concur with the IOFD date of Deposited Plan 417419. See letter from lodging party dated 24.10.2019 in Application O266795.

OFFICE USE ONLY

0266797 NO

25 Oct 2019 16:13:51 Perth



NOTIFICATION

LODGED BY
 JACKSON McDONALD SERVICES PTY LTD
 ADDRESS Level 17, 225 St Georges Terrace
 PERTH WA 6000
 Tel: 9426 6611
 PHONE NO. Fax: 9321 2002
 Landgate Box 152Y
 FAX NO.
 REFERENCE NO.
 ISSUING BOX NO.

PREPARED BY MNG
 ADDRESS PO Box 3526
 Success WA 6964
 PHONE NO. (08) 6436 1599 FAX NO. (08) 6436 1500

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

Empty box for instructions

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. _____	Received items
2. _____	Nos.
3. _____	
4. _____	
5. _____	
6. _____	Receiving Clerk <i>[Signature]</i>

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

ENDORISING INSTRUCTIONS

EXAMINED

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
ALL LOTS EXCEPT LOT 9052 ON DEPOSITED PLAN 417419	WHOLE		

REGISTERED PROPRIETOR OF LAND

STOCKLAND WA DEVELOPMENT PTY LTD (ACN 000 097 825) OF LEVEL 12, DURACK CENTRE, 263 ADELAIDE TERRACE PERTH WA 6000

HAZARDS OR OTHER FACTORS SERIOUSLY AFFECTING THE LAND

THIS LOT IS SITUATED IN THE VICINITY OF JANDAKOT AIRPORT, AND IS CURRENTLY AFFECTED, OR MAY IN THE FUTURE, BE AFFECTED BY AIRCRAFT NOISE. NOISE EXPOSURE LEVELS ARE LIKELY TO INCREASE IN THE FUTURE AS A RESULT OF INCREASES IN NUMBERS OF AIRCRAFT USING THE AIRPORT, CHANGES IN AIRCRAFT TYPE OR OTHER OPERATIONAL CHANGES. FURTHER INFORMATION ABOUT AIRCRAFT NOISE, INCLUDING DEVELOPMENT RESTRICTIONS AND NOISE INSULATION REQUIREMENTS FOR NOISE-AFFECTED PROPERTIES, ARE AVAILABLE ON REQUEST FROM THE RELEVANT LOCAL GOVERNMENT OFFICES.

Dated this 8 day of August 20 19

Western Australian Planning Commission

Planning Administration Manager
Under authority delegated pursuant to s.16
of the Planning & Development Act 2005

Rosa Rigall

For: WESTERN AUSTRALIAN PLANNING COMMISSION

Document Notes:

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9/12/2019 11:46:16

Registration date is amended to 5.12.2019 at 9.00 hours to concur with the IOFD date of Deposited Plan 417419. See letter from lodging party dated 24.10.2019 in Application O266795.