

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

TO:
Address
Suburb State Postcode

As Agent for the Seller / ~~Buyer~~

THE BUYER

Name
Address
Suburb State Postcode
Name
Address
Suburb State Postcode

EMAIL: The Buyer consents to Notices being served at:

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

Sole owner Joint Tenants Tenants in Common specify the undivided shares

SCHEDULE

The **Property** at:

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

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

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

Purchase Price

Settlement Date

Property Chattels including

GST WITHHOLDING

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

FINANCE CLAUSE IS APPLICABLE

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

FINANCE CLAUSE IS NOT APPLICABLE

Signature of the Buyer if Finance Clause IS NOT applicable

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

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CONDITIONS

1. SUBJECT TO FINANCE

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

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

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

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

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

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

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

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

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

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

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

1.4 Finance Approval: Approval Notice Given

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

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

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

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

1.6 Buyer Must Keep Seller Informed: Evidence

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

1.7 Right To Terminate

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

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

1.8 Waiver

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

1.9 Definitions

In this Clause:

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

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

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

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

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

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

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

Latest Time means:

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

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

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

Non Approval Notice means:

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

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

SPECIAL CONDITIONS

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

2. The Buyer is aware the outdoor BBQ is not warranted.

3. The Buyer is aware the rangehood over the outdoor BBQ is not in working order.

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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

Address

Suburb **State** **Postcode**

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**

Signature 	Signature
--	--

RECEIPT OF DOCUMENTS

The Seller acknowledges receipt of the following documents:

1. This offer and acceptance
2. 2022 General Conditions
3.

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%;" type="text"/>
		<input style="width: 90%;" type="text"/>

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04/22

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

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

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

Buyer

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Seller

Signature _____

Name Ryan Kenneth Peter Kerwin

Date _____

Signature _____

Name Emily Jae Beardsmore

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

9 Sissinghurst Crescent, Landsdale WA 6065

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 by 4PM on: (a*) / / *complete (a) or (b) **OR**
(b*) 14 days after acceptance ("Date")

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 before the 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 within 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 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) the Buyer may at any time within a further five (5) Business Days after that period ends, 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 builder registered in Western Australia with appropriate qualifications and using such other appropriately qualified persons, necessary 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 1. If nothing is inserted in clause 1 then the Date will be five (5) Business Days from the later of (i) the Contract Date; or (ii) the Latest Time for Financial Approval (if any).
 - 9.4 "Major Structural Defects" means a fault or deviation from the intended structural performance of a building element and is a major defect to the building structure of sufficient magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility, or further deterioration of the building structure. Major Structural Defects does not include any non-structural element, e.g., roof plumbing and roof covering, general gas, water and sanitary plumbing, electrical wiring, partition walls, cabinetry, windows, doors, trims, fencing, minor structures, non-structural damp issues, ceiling linings, floor coverings, decorative finishes such as plastering, painting, tiling etc., general maintenance, or spalling of masonry, fretting of mortar or rusting of primary structural elements.
 - 9.5 "Major Structural Defects Notice" means a Notice in writing from the Buyer to the Seller to provide the Seller with the opportunity to agree to rectify the Major Structural Defects that the Buyer requires to be rectified.
 - 9.6 "Report" means the report performed in accordance with Appendix A of the Standard by a ~~Consultant~~ **Registered Builder** . It is not a special purpose report, nor an all-encompassing report dealing with every aspect of the Property. The Report should only be a reasonable attempt to identify Major Structural Defects to the Building structure pursuant to Appendix "A" of the Standard. The presence of defects will only be relevant in this Annexure when the defects are a Major Structural Defect.
 - 9.7 "Standard" means Australian Standard AS 4349-2007 (as amended from time to time) Inspections of buildings Part 1: Pre-purchase Structural Inspection - Residential buildings).
 - 9.8 "Work" means the work required to rectify the Major Structural Defects set out in the Major Structural Defects Notice.
 - 9.9 Words not defined in this Annexure have the same meaning as defined in the Standard or the 2018 General Conditions.

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR TIMBER PESTS



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ANNEXURE B

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

9 Sissinghurst Crescent, Landsdale WA 6065

1. The Buyer may at their expense obtain a non-invasive written Report on any Timber Pest Activity or Damage by:

4PM on **complete one*

 / / OR

14 days after acceptance ("Date")

of the residential building and the located upon the Property ("**Building**").

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 before the 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 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) the Buyer may at any time within a further Five (5) Business Days after that period ends, 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 builder registered in Western Australia with appropriate qualifications and using such other appropriately qualified persons, necessary to Repair any Damage set out in the Timber Pest 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 1. If no date is inserted in clause 1 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 2018 General Conditions.

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

WESTERN



AUSTRALIA

TITLE NUMBER

Volume Folio

2810 957

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 766 ON DEPOSITED PLAN 75552

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

RYAN KENNETH PETER KERWIN
EMILY JAE BEARDSMORE
BOTH OF 39 ADDINGHAM DRIVE, ELLENBROOK
AS JOINT TENANTS

(T M277821) REGISTERED 20/5/2013

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

1. L972586 MEMORIAL. CONTAMINATED SITES ACT 2003 REGISTERED 25/6/2012.
2. M137819 MEMORIAL. CONTAMINATED SITES ACT 2003 REGISTERED 14/1/2013.
3. M209137 NOTIFICATION SECTION 165 PLANNING & DEVELOPMENT ACT 2005 LODGED 12/3/2013.
4. RESTRICTIVE COVENANT BENEFIT - SEE DEPOSITED PLAN 75552 AND INSTRUMENT M209136
5. RESTRICTIVE COVENANT BURDEN - SEE DEPOSITED PLAN 75552 AND INSTRUMENT M209136
6. M305736 MORTGAGE TO WESTPAC BANKING CORPORATION REGISTERED 13/6/2013.

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: DP75552
PREVIOUS TITLE: 2805-465
PROPERTY STREET ADDRESS: 9 SISSINGHURST CR, LANDSDALE.
LOCAL GOVERNMENT AUTHORITY: CITY OF WANNEROO

VER 2	AMENDMENT FSC & SURVEY SHEET ADDED	AUTHORISED BY LANDGATE	DATE 15.4.2013	
				TYPE: FREEMHOLD PURPOSE: SUBDIVISION PLAN OF:
				LOTS 735-737, 761-767, 769-771, 784-794, 800-806, 809-817, 831-836, 9006, ROADS & RESTRICTIVE COVENANT
927 P 22545 436 DP 15393 RAESIDE DRIVE 433 DP 15393 926 P 22545 925 P 22545 924 P 22545		DISTRICT: SWAN TOWNSTE: ... LOCAL AUTHORITY: CITY OF WANNEROO LOCALITY: LANDSDALE INDEX: SEE SMART PLAN FIELD BOOK: 114885 FORMER TENURE: LOT 9005 DP 10013 C/T 2052/455 SSA YES/NO:		
16 P 22545 736 737 GRAYSWOOD COURT 787 786 785 784 15 P 22545 12 P 22545 11 P 19515 10 P 19515		SCALE: 1:500 AT A2 SIZE ALL DIMENSIONS ARE IN METRES SURVEYOR'S CERTIFICATE - General ROBERT GEOFFREY BEARMAN I hereby certify that this is accurate and is a correct representation of the (a) boundaries of the land shown on the plan (b) calculations from measurements (c) nature of mortgages (d) easements and other interests (e) in relation to which it is lodged in accordance with the relevant provisions of the Land Act 1933 and the Land Administration Act 1997 as amended.		
735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000		LOCAL SURVEYOR: ROBERT GEOFFREY BEARMAN LICENSE NUMBER: 114885 SURVEYING & SITEING BY: WHELANS (AUSTRALIA) PTY LTD DATE: 15/04/2013 LOADED: 12-Mar-13 TYPE OF VALIDATION: FULL ADT LEGAL INSTRUMENT: G. Singleton PLANNING FILE: 14-6649 FEE PAID: \$3344.00 CERTIFIED SURVEY: 12-Apr-2013 APPROVAL: 12-Apr-2013 REGISTERED UNDER: 518 P & D ACT 2005 S.C.: 12335980 F.C.: 27.3.2013 DATE: 15-April-2013 IN ORDER FOR DEALINGS		
				SUBJECT TO: Sections 165, 168(1)(2) P & D Act & Section 136D T.L.A.
				DEPOSITED PLAN 75552
				Landgate Western Australian Land Information Authority
				REG 26A (1) (1) (1) (1) 15-4-2013 APPROVED REG 26A (1) (1) (1) (1) 15-4-2013 APPROVED
				SUPERVISOR OF PLANS & SURVEYS / AUTHORIZED LAND OFFICER SUPERVISOR OF PLANS & SURVEYS / AUTHORIZED LAND OFFICER



REG 26A(1) - FINAL MARKING DEFERRED
 (APPROVAL ID 04-13 dated 21 January 2013; LANDGATE FILE 00056-2013)

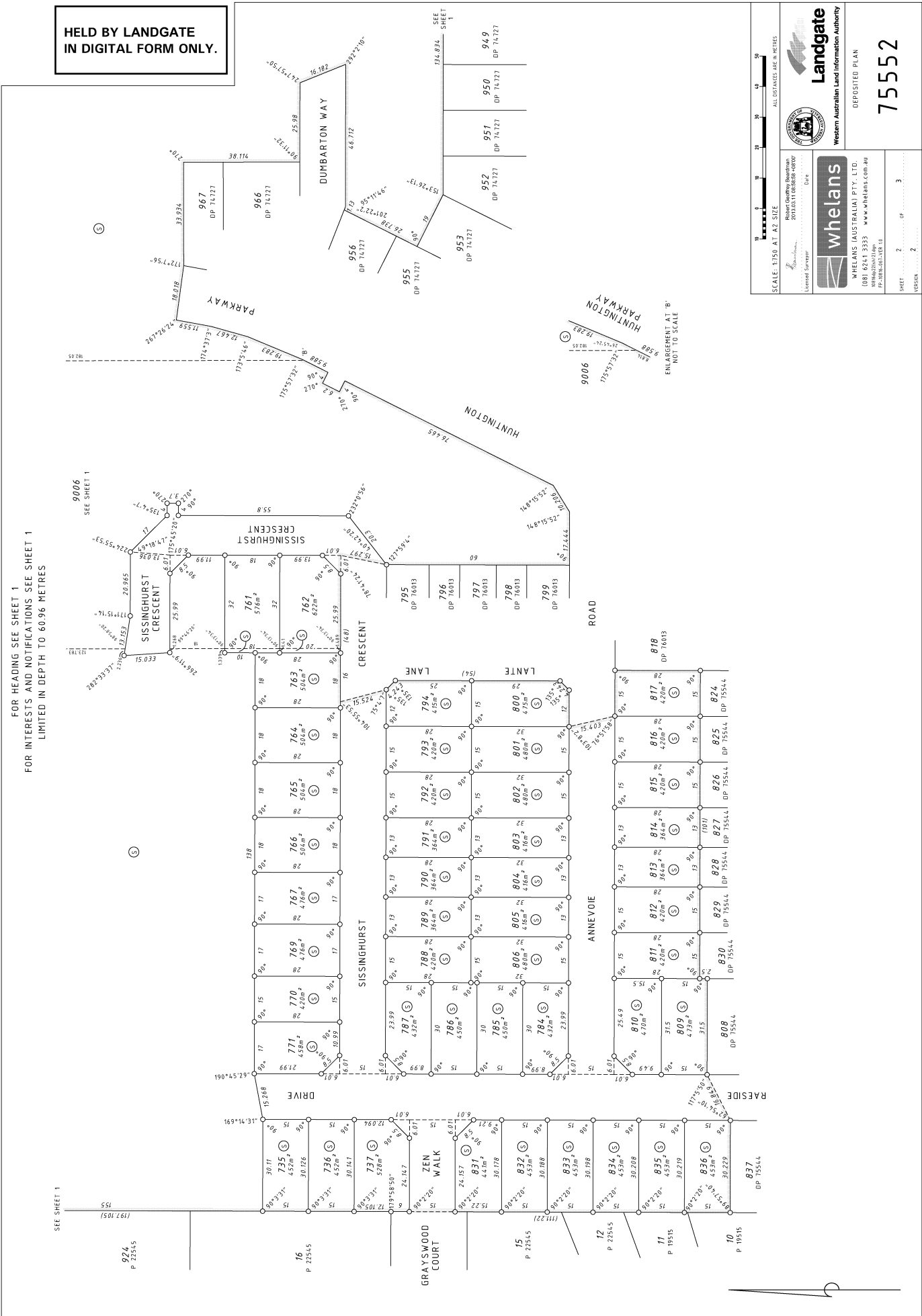
SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN	LAND BURDENED	BENEFIT TO	COMMENTS
Ⓢ	MEMORIAL	CONTAMINATED SITES ACT 2003	DOC L972586	ALL LOTS	DEPARTMENT OF ENVIRONMENT AND CONSERVATION	
	RESTRICTIVE COVENANT	SEE 136D OF THE TLA	THIS PLAN & DOC R20936	ALL LOTS EXCEPT LOT 1 ON D 34933 & LOT 9006	LOT 1 ON D 34933 & LOT 9006	
	NOTIFICATION	SEE 165 OF THE P & D ACT	DOC M20937	ALL LOTS EXCEPT ALL LOT 9006		MARKET GARDENS

SEE SHEET 3 FOR SURVEY INFORMATION

HELD BY LANDGATE IN DIGITAL FORM ONLY.

SPECIAL SURVEY AREA SUBDIVISION

HELD BY LANDGATE
IN DIGITAL FORM ONLY.



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

SEE SHEET 1

924
P 22545

735
4.52m²

736
4.52m²

737
5.26m²

831
4.46m²

832
4.53m²

833
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836
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837
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16
P 22545

15
P 22545

12
P 22545

11
P 19515

10
P 19515

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810
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3.84m²

814
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SCALE: 1:750 AT A4 SIZE

ALL DIMENSIONS IN METRES

SEE SHEET 1

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**HELD BY LANDGATE
IN DIGITAL FORM ONLY.**

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

SURVEY INFORMATION ONLY

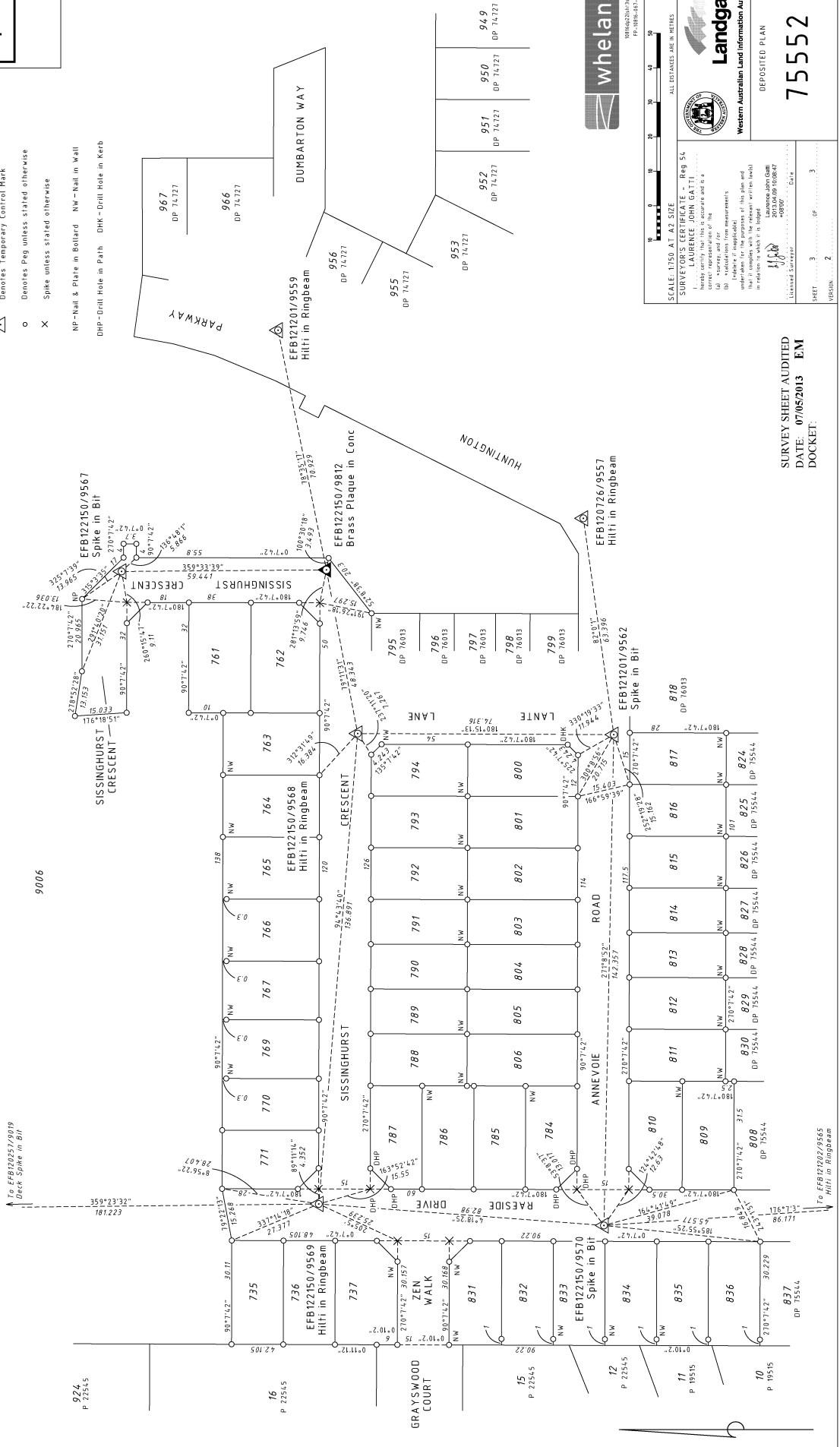
FINAL SURVEY SHEET
SURVEY CARRIED OUT UNDER REG26A
SPECIAL SURVEY AREA GUIDELINES

- ▲ Denotes Standard Survey Mark
- △ Denotes Permanent Survey Mark
- △ Denotes Permanent Control Mark
- △ Denotes Temporary Control Mark
- Denotes Peg unless stated otherwise
- X Spike unless stated otherwise

NP-Nail & Plate in Bollard NW-Nail in Wall
DHP-Drill Hole in Path DHK-Drill Hole in Kerb

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

PROJECT GRID IS PCG 94.



SCALE: 1:1000 AT A3 SIZE
ALL DIMENSIONS ARE IN METRES

Landgate
Western Australian Land Information Authority

SURVEYOR'S CERTIFICATE - REG 54
LAURENCE JOHN GATTI
I hereby certify that this is accurate and is a
correct representation of the
measurements taken in accordance with the
instructions from measurements
(where applicable)
that I completed with the relevant written notes
in relation to which it is lodged

Licensed Surveyor 2013/06/06/10/08/07

SHEET 3 OF 3
VERSION 2

DEPOSITED PLAN
75552

SURVEY SHEET AUDITED
DATE: 07/05/2013 EM
DOCKET:

Deposited Plan 75552

Lot	Certificate of Title	Lot Status	Part Lot
735	2810/949	Registered	
736	2810/950	Registered	
737	2810/951	Registered	
761	2810/952	Registered	
762	2810/953	Registered	
763	2810/954	Registered	
764	2810/955	Registered	
765	2810/956	Registered	
766	2810/957	Registered	
767	2810/958	Registered	
769	2810/959	Registered	
770	2810/960	Registered	
771	2810/961	Registered	
784	2810/962	Registered	
785	2810/963	Registered	
786	2810/964	Registered	
787	2810/965	Registered	
788	2810/966	Registered	
789	2810/967	Registered	
790	2810/968	Registered	
791	2810/969	Registered	
792	2810/970	Registered	
793	2810/971	Registered	
794	2810/972	Registered	
800	2810/973	Registered	
801	2810/974	Registered	
802	2810/975	Registered	
803	2810/976	Registered	
804	2810/977	Registered	
805	2810/978	Registered	
806	2810/979	Registered	
809	2810/980	Registered	
810	2810/981	Registered	
811	2810/982	Registered	
812	2810/983	Registered	
813	2810/984	Registered	
814	2810/985	Registered	
815	2810/986	Registered	
816	2810/987	Registered	
817	2810/988	Registered	
831	2810/989	Registered	
832	2810/990	Registered	
833	2810/991	Registered	
834	2810/992	Registered	
835	2810/993	Registered	

Deposited Plan 75552

<u>Lot</u>	<u>Certificate of Title</u>	<u>Lot Status</u>	<u>Part Lot</u>
836	2810/994	Registered	
9006	2810/995 (Cancelled)	Retired	
0	N/A	Retired	
0	N/A	Retired	
0	N/A	Retired	
0	N/A	Registered	
0	N/A	Registered	
0	N/A	Registered	
0	N/A	Registered	

INSTRUCTIONS

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

NOTES

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

EXAMINED

OFFICE USE ONLY

M209136 RC

12 Mar 2013 16:05:20 Perth

15 APR 2013



REG \$ 160.00



LODGED BY

ADDRESS

PHONE No. JACKSON McDONALD SERVICES PTY LTD
LEVEL 25, 140 ST GEORGES TERRACE
PERTH WA 6000 Ph 9426 6611
FAX No. DLI Box 152Y Fax 9481 8649

REFERENCE No.

ISSUING BOX No.

PREPARED BY JACKSON McDONALD

ADDRESS Level 25, 140 St Georges Terrace
PERTH WA 6000
Ref: MYS:SQM:7146712
3245928_1.DOC
Corimbia DP 75552
Stage 11

PHONE No. (08) 9426 6611

FAX No. (08) 9481 8649

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

1/3

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. letter Received Items
2. _____ Nos. 1
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.

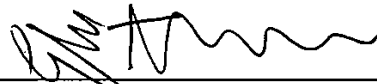


LS 75552




EXECUTED BY THE REGISTERED PROPRIETOR AS A DEED

SIGNED by)
GRAHAM JOHN ALEXANDER McARTHUR)
as Attorney for)
STOCKLAND WA DEVELOPMENT PTY LTD)
ACN 000 097 825)
under Power of Attorney No. L142355)
in the presence of:)



Attorney Signature

Witness Signature: 

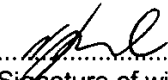
Witness Name: PETER TOBIC

Witness Address: U1, 2 VICTORIA AVE, PERTH WA 6000

Witness Occupation: DEVELOPMENT MANAGER

EMILY DEAN -
LEASING MANAGER


SIGNED by #ATTORNEY FULL)
NAME/POSITION# of TELSTRA)
CORPORATION LIMITED as attorney)
for TELSTRA CORPORATION LIMITED)
under power of attorney registered)
no. J289811 in the presence of:)


.....
Signature of witness)

NORM SMITH
.....
Full Name of witness (block letters))

LEASING MANAGER
.....
Occupation of witness)

242 EXHIBITION ST MELBOURNE
.....
Address of witness)


.....
EMILY DEAN -
LEASING MANAGER

By executing this agreement the
attorney states that the attorney has
received no notice of revocation of the
power of attorney

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SCHEDULE

1. **Subdivision Land**

Lot 9005 on Deposited Plan 76013 the whole of the land in Certificate of Title Volume 2805 Folio 465.

2. **Burdened Lots**

Lots 735-737, 761-767, 769-771, 784-794, 800-806, 809-817 and 831-836 on Deposited Plan 75552.

3. **Benefited Lots**

Lot 1 on Diagram 34033 the whole of the land in Certificate of Title Volume 1733 Folio 40 ("Special Benefited Lot").

AND

Lots 735-737, 761-767, 769-771, 784-794, 800-806, 809-817 and 831-836 on Deposited Plan 75552.

4. **Encumbrances**

Lots 735-737, 761-767, 769-771, 784-794, 800-806, 809-817 and 831-836 on Deposited Plan 75552:

- Contaminated Sites Act Memorial – L972586
- Contaminated Sites Act Memorial – M137819

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.

- (l) the Residence does not have a garage, which:
 - (i) is sufficient for at least 2 motor vehicles side by side if the land is wider than 13 metres; or
 - (ii) has a roof and design features consistent with the form and materials of the Residence;
 - (m) the Residence has a garage:
 - (i) which protrudes more than 1.0 metre forward of the Main Building Line or, for lots other than Laneway access lots), 2.0 metres forward of the Main Building Line where the Residence has an entry feature that projects 1.0 metre forward of the Main Building Line (excluding Laneway access lots); or
 - (ii) which does not have a garage door prior to occupation;
 - (n) the garage has a permanent opening on:
 - (i) the eastern side; or
 - (ii) on more than one side;
 - (o) the driveway or crossover:
 - (i) is not completed before occupation of the Residence;
 - (ii) is Constructed from plain grey concrete; and
 - (iii) cuts through a public footpath;
 - (p) 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;
 - (q) any ground mounted services including but not limited to heating and cooling units, rubbish disposal containers, swimming pool equipment, rainwater tanks, clothes hoists and washing lines, are not screened from view from the public domain, except, in the case of rubbish bins, on local authority collection days;
 - (r) any shed or outbuilding Constructed on the Land:
 - (i) is higher than 2.7 metres;
 - (ii) has a roof pitch of less than 10° except if the shed or outbuilding is less than 3 metres by 3 metres in dimension; and
 - (iii) is not within the Main Building Line or Secondary Street Building Line, except where the shed or outbuilding is not visible from any street or other public space; or
 - (s) it houses antennae connected to equipment that has transmit capabilities without the written consent of the owner of the Special Benefited Lot.
- 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 the Registered Proprietor;
 - (b) containing pre-cast concrete panels "panel and post"; and
 - (c) containing a post retaining wall.
- 3.4 The Land must not be used for a purpose other than domestic residential dwellings (which may include a home office but no other occupation carried on within the dwellings or on land around the dwellings).

- (f) the Residence directly abuts a Public Reserve and if vehicle access is via a:
- (i) Laneway and the Public Reserve elevation is not the primary Façade; or
 - (ii) Mews or street:
 - A. the mews or street elevation is not the primary Façade; or
 - B. the elevation abutting the Public Reserve:
 - 1. does not have an Articulated Façade mirrored in the roof design; or
 - 2. does not include at least one Architectural Feature visible from the Public Reserve;
- (g) 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;
- (h) the roof to the Residence does not have:
- (i) a minimum pitch of 24° and a maximum pitch of 30° for hipped and gabled roofs PROVIDED this restriction does not apply for ancillary roofs such as Verandas or awnings for which a lower degree of pitch may be used;
 - (ii) a minimum pitch of 10° and a maximum pitch of 15° for skillion roofs; or
 - (iii) eaves or window overhangs to a minimum dimension of 400 millimetres on the primary and secondary elevations except secondary elevations facing south;
- (i) the rear fencing on the Land is:
- (i) more than 1.8 metres high; and
 - (ii) not Constructed of Colorbond colour Grey Ridge;
- (j) the side boundary fencing (excluding fencing adjacent to a street) on the Land:
- (i) is more than 1.8 metres high;
 - (ii) is not Constructed of Colorbond colour Grey Ridge; and
 - (iii) returns to the house less than 1.0 metre behind the front façade;
- (k) the front fencing on the Land is:
- (i) more than 1.8 metres high;
 - (ii) less than 50% transparent above 1.2 metres high; and
 - (iii) not Constructed in materials and colours consistent or complementary with the external wall finishes of the primary street elevation of the Residence;

2.22 "Secondary Street Building Line" means:

- (a) the line of the front face of the bricks of the side wall of the Residence facing the secondary street; or
- (b) any other secondary street building line that the Registered Proprietor in its absolute discretion determines.

2.23 "Special Benefited Lot" has the meaning set out in clause 1.3.

2.24 "Verandah" means a shading structure which has its own separate roof and must be supported by posts, pillars or piers.

2.25 "Window Hood" means a structure which is attached to the building and is designed to provide shading to windows.

2.26 "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 the Benefitted Lots 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 of 600mm excluding the garage; or
- C. a minimum of two Architectural Features;

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

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

(c) the external walls are Constructed of any material other than double brick PROVIDED this restriction does not apply to:

(i) garages (for which single brick may be used); or

(ii) domestic sheds (for which materials other than brick may be used); or

(iii) where overlapping sisalation is installed between the outer wall and abutting inner wall on the eastern side of the Residence in accordance with law;

(d) where practicable, windows are located on the eastern side of the Residence;

(e) where practicable, kitchens are located on the northern, southern or eastern side of the Residence;

- (g) a Window Hood;
 - (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 "Façade" means the face of the Residence especially the primary or front elevation showing its most prominent Architectural Features.
- 2.7 "Gable" means a triangular top section of a wall on a building with a pitched roof.
- 2.8 "Gambrel" means a triangular feature within the roof structure most commonly finished with timber or weatherboard cladding.
- 2.9 "Habitable Room" includes all living rooms, kitchens and bedrooms, but not bathrooms, WCs or circulation space.
- 2.10 "Land" means the land specified in the Certificate of Title to each individual Burdened Lot.
- 2.11 "Laneway" means a narrow local street without a verge which is located along the rear or side boundary of a lot.
- 2.12 "Limited Covenant" has the meaning set out in clause 3.1(s).
- 2.13 "Main Building Line" means:
- (a) the line of the front face of the bricks of the front wall of the Residence; or
 - (b) where the line of the front face of the bricks of any residence on a lot adjoining the Land is Constructed behind the main building line of the Residence, then the main building line of the Residence is the same as that building line of the residence on the lot adjoining the Land.
- 2.14 "Mews" means a narrow local street without a verge located along the front boundary of a lot.
- 2.15 "Portico" means an entry feature with a separate roof and supported by posts, pillars or piers.
- 2.16 "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.
- 2.17 "Projecting Blade Wall" means a wall which projects forward of adjacent walls, is perpendicular to the Façade and usually extends past the gutter line.
- 2.18 "Public Reserve" means any parkland, bushland or wetland designated as public open space within the residential community of which the Subdivision Land forms part.
- 2.19 "Registered Proprietor" means, as the case requires, the respective registered proprietor of the Subdivision Land identified in Item 1 of the Schedule.
- 2.20 "Residence" means the residence or residences to be Constructed on the Land.
- 2.21 "Return Fence" means a fence that extends from the Secondary Street fencing to the side of the Residence.

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

(Note 1)

THIS DEED is made the 4th day of MARCH 2013.

BY:

STOCKLAND WA DEVELOPMENT PTY LTD (ACN 000 097 825) of Suite 1, Ground Floor, 2 Victoria Avenue, 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 part of the Subdivision Land into the lots shown on Deposited Plan 75552 ("Plan").
3. In accordance with section 136D of the Transfer of Land Act, the Registered Proprietor requires each of the lots described in item 2 of the Schedule ("Burdened Lots") to be encumbered with the restrictive covenants set out in this Deed ("Restrictive Covenants") so that the Restrictive Covenants will be noted on the Plan, and, when separate Certificates of Title issue for each Burdened Lot, the burden of the Restrictive Covenants 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, except for the Restrictive Covenant in clause 3.1(s) ("Limited Covenant"), 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 Limited Covenant is for the benefit of only the Benefited Lot known as Lot 1 on Diagram 34033 the whole of the land in Certificate of Title Volume 1733 Folio 40 ("Special Benefited Lot").
- 1.4 The Special Benefited Lot does not benefit from the Restrictive Covenants except for the Restrictive Covenants in clauses 3.1(c), 3.1(d) & 3.1(e), 3.1(h), 3.1(n), 3.1(r), 3.1(s) and 3.4.
- 1.5 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 that is at least 1 metre long;
- (f) a roof feature such as a Gambrel or end Gable;

M209137 NO

12 Mar 2013 16:05:20 Perth



REG \$ 160.00

NOTIFICATION

LODGED BY

ADDRESS

JACKSON McDONALD SERVICES PTY LTD
PHONE NO. LEVEL 25, 140 ST GEORGES TERRACE
PERTH WA 6000 Ph 9426 6611
FAX NO. DLI Box 152Y Fax 9481 8649

REFERENCE NO.

ISSUING BOX NO.

PREPARED BY Whelans

ADDRESS P.O. Box 99
Mount Hawthorn W.A. 6915

PHONE NO. 94431511

FAX NO. 94443901

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

2/3

TITLES, LEASES, DECLARATIONS ETC LODGED
HEREWITH

1.	_____	Received items
2.	_____	Nos. 0
3.	_____	
4.	_____	
5.	_____	
6.	_____	Receiving Clerk <i>[Signature]</i>

ENDORISING INSTRUCTIONS

EXAMINED

Initials of signing officer



df

REGISTRAR OF TITLES



WESTERN AUSTRALIAN PLANNING COMMISSION

FILE No. 143918

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
As to:	W		
Lots 735 to 737 inclusive, 761 to 767 inclusive, 769 to 771 inclusive, 784 to 794 inclusive, 800 to 806 inclusive, 809 to 817 inclusive and 831 to 836 inclusive on deposited plan 75552	PART	2805	465

REGISTERED PROPRIETOR OF LAND

STOCKLAND WA DEVELOPMENT PTY LTD (ACN 000 097 825) of suite 1, Ground Floor, 2 Victoria Avenue, Perth, Western Australia.

HAZARDS OR OTHER FACTORS SERIOUSLY AFFECTING THE LAND

This lot is located within 300 metres of operating market gardens and has the potential to be affected by odours, noise, spray drift and dust associated with the continued operation of a market garden.

Dated this

21st day of January

2013

For: WESTERN AUSTRALIAN PLANNING COMMISSION

Rosa Rigali

Planning Administration Team Leader
Perth, Peel Planning - Department of Planning

INSTRUCTIONS

- 1.1 Page 2 of this document may be used:
 - 1.1 If insufficient space in any section hereon; Appropriate headings should be shown. The boxed sections should only contain the words "see page..."
 - 1.2 To set forth Easements created as appurtenant to the land (commencing with the words "together with"). Reservations created encumbering the land (commencing with the words "reserving to") or any Restrictive Covenant hereby created. Any Sketch contained thereon must be initialled by all parties.
- 2. If further space is required Additional Sheet form B1 should be used with appropriate headings. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
- 3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.
- 4. Duplicate Crown Lease or where issued, the Duplicate Certificate of Title is required to be produced or if held by another party then arrangements must be made for its production. *If a Duplicate Certificate of Title is not required to be re-issued, or if a Duplicate Certificate of Title has not been issued previously but is required to issue subsequent to this document, the written request of the Transferee, is required by signing this panel.* Written consent of the First Mortgagee is also required if applicable

NOTES:

- 1. DESCRIPTION OF LAND
 - Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated.
 - Extent - Whole, part or balance of the land comprised in the Certificate of Title to be stated.
 - The Volume and Folio or Crown Lease number to be stated.
- 2. ESTATE AND INTEREST
 - State whether Fee Simple, Leasehold or as the case may be in the land being transferred. If share only, specify.
- 3. LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS
 - In this panel show (subject to the next paragraph) those limitations, interests, encumbrances and notifications affecting the land being transferred that are recorded on the certificate(s) of title:
 - a) In the Second Schedule;
 - b) If no Second Schedule, that are encumbrances.
 - (Unless to be removed by action or document before registration hereof)
 - Do not show any:
 - (a) Easement Benefits or Restrictive/Covenant Benefits; or
 - (b) Subsidiary interests or changes affecting a limitation, etc, that is to be entered in the panel (eg, if a lease is shown, do not show any sub-lease or any document affecting either).
 - The documents shown are to be identified by nature and number. The plan/diagram encumbrances shown are to be identified by nature and relevant plan/diagram. Strata/survey-strata plan encumbrances are to be described as "Interests on strata/survey-strata plan".
 - If none show "nil".
- 4. TRANSFEROR
 - State full name of the Transferor/Transferors (Registered Proprietor) as shown on the Certificate of Title or Crown Lease.
- 5. CONSIDERATION
 - To be expressed in words.
- 6. TRANSFEREE
 - State full name of the Transferee/Transferees (Purchaser) and the address/addresses to which future notices can be sent. If a minor, state date of birth.
 - If two or more state tenancy eg:
 - Joint Tenants, (on the death of a joint tenant, the survivor(s) become(s) the registered proprietor(s) of the deceased's interest by applying to the Registrar of Titles).
 - Tenants in Common, (on the death of a tenant in common, their share is dealt with according to their will).
 - If Tenants in Common specify shares.
- 7. TRANSFEREE'S TRANSFEROR'S EXECUTION
 - Transferees and Transferors must sign their appropriate panel.
 - 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

512

M277821 T

20 May 2013 14:43:44 Perth



REG \$ 230.00
FAST \$ 39.00
FEES \$ 269.00

TRANSFER

LODGED BY

SAI GLOBAL Property
PO BOX Z5488 PERTH
ST GEORGES TCE WA 6831
DLI BOX 151B
Tel: (08) 9214 6000 Fax: (08) 9226 2778

ENCE No. SSR 31061942

G BOX No.

PREPARED BY Lucy Goodman Settlements
Licensee: LG Property Solutions Pty Ltd ABN 85 101 873 447

ADDRESS PO Box 6453, East Perth, WA 6892

Contract: Email: lucygoodman@inet.net.au

PHONE No. 9221 8848

FAX No. 9221 3228

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



TITLES, LEASES, DECLARATIONS ETC. LODGED HERewith

1.	NI	Received Items
2.	Stamp Duty Certificate	<input checked="" type="checkbox"/>
3.	Letter/Acceptance	<input type="checkbox"/>
4.	Copy of MC/BC	<input type="checkbox"/>
5.	Stat Dec	<input type="checkbox"/>
6.		

Nos. 2

Receiving Clerk *AS*

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.



Handwritten signature

ATTESTATION SHEET

Dated this 17 day of May Year 2013

TRANSFEROR/S SIGN HERE (Note 7)

Executed by Stockland WA Development Pty Ltd (A.C.N. 000 097 825)

by Telma Sofia Paupreto pursuant to Power of Attorney No. M120743

Debra Strauch Conveyancing Administrator Suite 1, Ground Floor 2 Victoria Avenue Perth WA 6000

PA 6/2

REQUEST FOR ISSUE / NON-ISSUE (Instruction 4)

BY SIGNING THIS PANEL, I / WE THE TRANSFEREE REQUEST THE ISSUE / NON - ISSUE (DELETE AS REQUIRED) OF A DUPLICATE CERTIFICATE(S) OF TITLE FOR THE LAND ABOVE DESCRIBED.

Signed

Signed

TRANSFEREE/S SIGN HERE (Note 7)

THE LODGING PARTY OF THIS DOCUMENT IS AUTHORISED BY THE ABOVE NAMED TRANSFEREE TO INSTRUCT ISSUING DETAILS FOR THE DUPLICATE CERTIFICATE(S) OF TITLE.

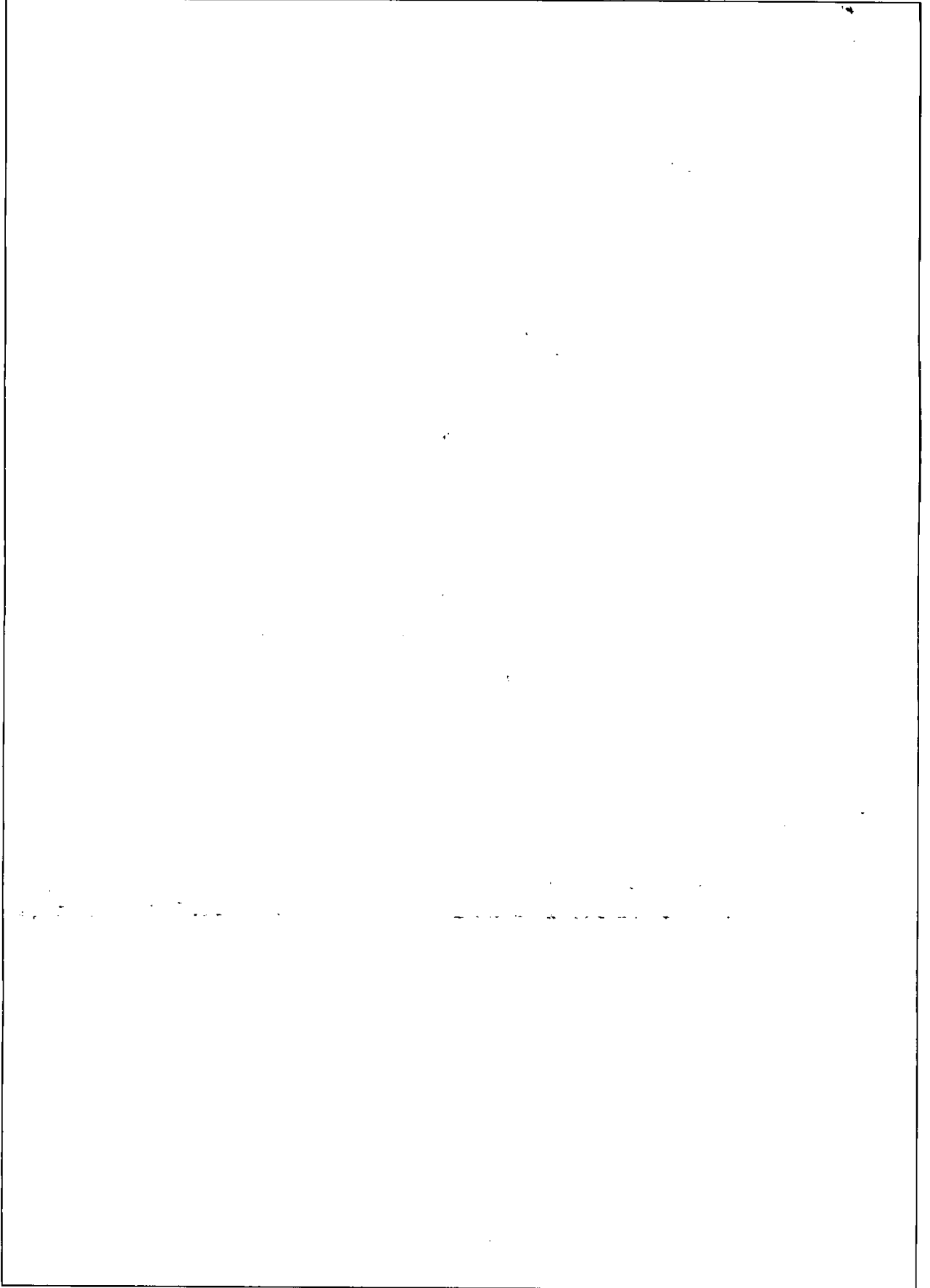
Signed RYAN KENNETH PETER KERWIN

Signed EMILY JAE BEARDSMORE

In the presence of Daniel Iwanek 53 Adare way Kingsley wa 6026 Air conditioning consultant

In the presence of Daniel Iwanek 53 Adare way Kingsley wa 6026 Air conditioning consultant

THE TRANSFEROR for the consideration herein expressed HEREBY TRANSFERS TO THE TRANSFEREE the estate and interest herein specified in the land above described, subject to the encumbrances as shown hereon. (Instruction 2)



Approval Number
B3039*

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED.

TRANSFER OF LAND

DESCRIPTION OF LAND (Note 1)

Lot 766 on Deposited Plan 75552

EXTENT
Whole

VOLUME
2810

FOLIO
957

ESTATE AND INTEREST (Note 2)

Fee Simple

LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS (Note 3)

+
+
+
+

L972586 Memorial. Contaminated Sites Act 2003
M137819 Memorial. Contaminated Sites Act 2003
M209137 Notification Section 165 Planning & Development Act 2005
Restrictive Covenant Burden – See Deposited Plan 75552 and Instrument M209136

TRANSFEROR (Note 4)

STOCKLAND WA DEVELOPMENT PTY LTD A.C.N. 000 097 825

CONSIDERATION (Note 5)

\$ 310,000.00

TRANSFeree (Note 6)

RYAN KENNETH PETER KERWIN AND EMILY JAE BEARDSMORE both of 39 Addingham Drive,
Ellenbrook as joint tenants



Certificate of Duty

Transfer - (Residential Rate)

Under Taxation Administration Act 2003 (WA), Section 49

Certificate Number:	1022569111	Certificate Issue Date:	17-05-2013
Bundle ID	123450295	Client Reference:	323_2012
Transaction Date:	28-11-2012		
Dutiable Value:	\$ 310,000.00		
Duty:	\$ 9,215.00		
Penalty Tax:	\$ 0.00		

No Double Duty

Land:	Lot 766, Plan 75552	Volume/Folio:	2810/957
-------	---------------------	---------------	----------

Seller(s) / Transferor(s): STOCKLAND WA DEVELOPMENT PTY LTD
Buyer(s) / Transferee(s): KERWIN, RYAN KENNETH PETER
BEARDSMORE, EMILY JAE

Related Certificate Summary

Certificate Number	Certificate Date	Transaction Date	Bundle ID	Dutiable Value	Duty
1022569103	17-05-2013	28-11-2012	123450295	\$ 310,000.00	\$ 9,215.00

Residential

Suite 1, Ground Floor

2 Victoria Avenue

PERTH WA 6000

T 08 6141 8000

F 08 6140 8000

www.stockland.com.au



6 May 2013

The Registrar of Titles
Landgate

Dear Sir,

**RE: Lot 766 on Deposited Plan 75552 Vol. 2810 Fol. 957
(Lot 766) 9 Sissinghurst Crescent, Landsdale**

I have taken all reasonable steps to verify the identity of Telma Sofia Paupreto, care of Suite 1 Ground Floor 2 Victoria Avenue PERTH WA 6000, Australia, the authorised attorney under Power of Attorney No. M120743 for Stockland WA Development Pty Ltd.

I reasonably believe that the abovementioned attorney has been identified at Perth, Australia on 4th February 2013.

I reasonably believe that the abovementioned attorney has the authority to deal with the land the subject of this particular transaction: Transfer of Land.

Yours sincerely,

A handwritten signature in black ink, appearing to be "D. Strauch", enclosed within a hand-drawn circle.

Debra Strauch
Licensed Conveyancer
On behalf of Stockland WA Conveyancing

Phone: 08 6141 8000 Fax: 08 6140 8000
Email: conveyancingwa@stockland.com.au
Email: debra.strauch@stockland.com.au

INSTRUCTIONS

1. If insufficient space in any section, Additional Sheet Form B1, should be used with appropriate headings. The boxed sections should only contain the words "see page....."
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.

NOTES

1. **DESCRIPTION OF LAND**
Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated.
Extent - Whole, part or balance of the land comprised in the Certificate of Title to be stated. If this document relates to only part of the land comprised in the Certificate of Title further narrative or graphic description may be necessary. The volume and folio number to be stated.
2. **REGISTERED PROPRIETOR**
State full name and address of the Registered Proprietors as shown on the Certificate of Title and the address / addresses to which future notices can be sent.
3. **INFORMATION CONCERNING SITE CLASSIFICATION**
Include information concerning site classification as either: contaminated - restricted use, contamination - remediation required, remediated for restricted use or possibly contaminated - investigation required.
4. **CHIEF EXECUTIVE OFFICER'S ATTESTATION**
This document must be signed by or on behalf of the Chief Executive Officer, Department of Environment and Conservation under Section 91 of Contaminated Sites Act 2003. An Adult Person should witness this signature. The address and occupation of the witness must be stated.

EXAMINED

OFFICE USE ONLY

L972586 ML
25 Jun 2012 13:51:49 Perth



REG \$ 160.00

**MEMORIAL
CONTAMINATED SITES ACT 2003**

LODGED BY
Department of Environment and Conservation

ADDRESS
Level 4, 168 St Georges Terrace
Perth, WA 6000

PHONE No. 1300 762 982

FAX No. (08) 9333 7575

REFERENCE No. 14239

ISSUING BOX No. 888V

PREPARED BY
Contaminated Sites Branch
Department of Environment and Conservation

ADDRESS
Level 4, 168 St Georges Terrace
Perth, WA 6000

PHONE No. 1300 762 982 FAX No. (08) 9333 7575

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

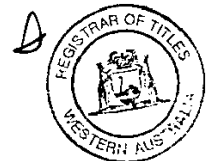
4/10

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. _____	Received Items Nos. 0
2. _____	
3. _____	
4. _____	
5. _____	
6. _____	

Receiving Clerk

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



APPROVAL NUMBER

DEPARTMENT OF ENVIRONMENT AND CONSERVATION

Client ID 1962

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

MEMORIAL

CONTAMINATED SITES ACT 2003

SECTION 58(1) (a) (i) (l) (ll) (lll) (lV)

DESCRIPTION OF LAND (Note 1)

DESCRIPTION OF LAND (Note 1)	EXTENT	VOLUME	FOLIO
LOT 51 ON PLAN 8649	Whole	1488	713
LOT 50 ON PLAN 8649	Whole	1488	712
LOT 49 ON PLAN 8649	Whole	1488	711
LOT 154 ON DIAGRAM 65530	Whole	1659	514
LOT 155 ON DIAGRAM 65530	Whole	1659	515
LOT 156 ON DIAGRAM 65530	Whole	1659	516
LOT 404 ON DEPOSITED PLAN 50945	Whole	2753	160

REGISTERED PROPRIETOR (Note 2)

STOCKLAND WA DEVELOPMENT PTY LTD OF SUITE 1, LEVEL 4, SOUTH SHORE CENTRE, 85 SOUTH PERTH ESPLANADE, SOUTH PERTH FOR LOTS 51, 50, 49 ON PLAN 8649, LOT 154, 155, 156 ON DIAGRAM 65530

STOCKLAND WA DEVELOPMENT PTY LTD OF PO BOX 498, SOUTH PERTH FOR LOT 404 ON DEPOSITED PLAN 50945

INFORMATION CONCERNING SITE CLASSIFICATION (Note 3)

Under the Contaminated Sites Act 2003, this site has been classified as "remediated for restricted use". For further information on the contamination status of this site, please contact the Contaminated Sites Branch of the Department of Environment & Conservation.

Dated this Thirty-first day of May Year 2012

CHIEF EXECUTIVE OFFICER'S ATTESTATION (Note 4)



Andrew Miller
SECTION MANAGER

DELEGATE OF THE CHIEF EXECUTIVE OFFICER
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
UNDER SECTION 91 OF THE
CONTAMINATED SITES ACT 2003



SIGNATURE OF WITNESS

FULL NAME: **Triin-Liis Harma**
ADDRESS: **168 St Georges Tce PERTH WA 6000**
OCCUPATION: **Data Management Officer**

INSTRUCTIONS

1. If insufficient space in any section, Additional Sheet Form B1, should be used with appropriate headings. The boxed sections should only contain the words "see page...."
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.

NOTES

1. **DESCRIPTION OF LAND**
 Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated.
 Extent - Whole, part or balance of the land comprised in the Certificate of Title to be stated. If this document relates to only part of the land comprised in the Certificate of Title further narrative or graphic description may be necessary. The volume and folio number to be stated.
2. **REGISTERED PROPRIETOR**
 State full name and address of the Registered Proprietors as shown on the Certificate of Title and the address / addresses to which future notices can be sent.
3. **INFORMATION CONCERNING SITE CLASSIFICATION**
 Include information concerning site classification as either: contaminated - restricted use, contamination - remediation required, remediated for restricted use or possibly contaminated - investigation required.
4. **CHIEF EXECUTIVE OFFICER'S ATTESTATION**
 This document must be signed by or on behalf of the Chief Executive Officer, Department of Environment and Conservation under Section 91 of Contaminated Sites Act 2003. An Adult Person should witness this signature. The address and occupation of the witness must be stated.

EXAMINED

CONFIRMED WITH CLERK OF D/C
 THAT MEMORIAL L972586 IS
 INTENDED TO SIGN



M137819 ML 14 JAN 2013
 10-Dec-2012 16:30:00 Perth
 REG \$ 160.00



**MEMORIAL
 CONTAMINATED SITES ACT 2003**

LODGED BY
 Department of Environment and Conservation

ADDRESS
 Level 4, 168 St Georges Terrace
 Perth, WA 6000

PHONE No. 1300 762 982

FAX No. (08) 9333 7575

REFERENCE No. 49429

ISSUING BOX No. 888V

PREPARED BY
 Contaminated Sites Branch
 Department of Environment and Conservation

ADDRESS
 Level 4, 168 St Georges Terrace
 Perth, WA 6000

PHONE No. 1300 762 982 FAX No. (08) 9333 7575

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

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. <u>Cotton PLC</u>	Received Items
2. _____	Nos. <u>1</u>
3. _____	
4. _____	
5. _____	Receiving Clerk <u>[Signature]</u>
6. _____	

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



APPROVAL NUMBER

DEPARTMENT OF ENVIRONMENT AND
CONSERVATION

Client ID 7572

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

MEMORIAL

CONTAMINATED SITES ACT 2003

SECTION 58(1) (a) (i) (l) (ll) (lll) (lv)

DESCRIPTION OF LAND (Note 1)

LOT 9003 ON DEPOSITED PLAN 75544

EXTENT

Whole

VOLUME

2803

FOLIO

877

REGISTERED PROPRIETOR (Note 2)

STOCKLAND WA DEVELOPMENT PTY LTD OF SUITE 1, GROUND FLOOR, 2 VICTORIA AVENUE, PERTH
(A.C.N. 000 097 825)

INFORMATION CONCERNING SITE CLASSIFICATION (Note 3)

Under the Contaminated Sites Act 2003, this site has been classified as "remediated for restricted use". For further information on the contamination status of this site, please contact the Contaminated Sites Branch of the Department of Environment & Conservation.

Dated this

Sixth

day of

December

Year 2012

CHIEF EXECUTIVE OFFICER'S ATTESTATION (Note 4)



Kerry Laszig, MANAGER

DELEGATE OF THE CHIEF EXECUTIVE OFFICER
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
UNDER SECTION 91 OF THE
CONTAMINATED SITES ACT 2003



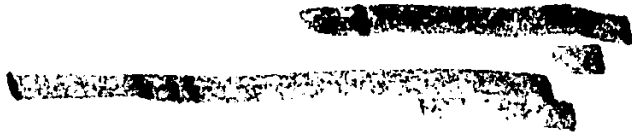
SIGNATURE OF WITNESS

FULL NAME:

ADDRESS:

OCCUPATION:

Christopher Chau
168 St Georges Tce PERTH WA 6000
Data Management Officer





Registrar of Titles
Landgate
PO Box 2222
Midland WA 6936

Dear Sir / Madam

**LODGEMENT OF MEMORIAL AGAINST CERTIFICATE(S) OF TITLE
UNDER SECTION 58 OF THE CONTAMINATED SITES ACT 2003**

Please find enclosed the memorial document being lodged by the Department of Environment and Conservation (DEC), under the *Contaminated Sites Act 2003* (the Act), against the certificate(s) of title listed below:

- LOT 9003 ON DEPOSITED PLAN 75544 as shown as on certificate of title 2803/877

The payment method is by credit card:

- Card Type: VISA
- Card Number: [REDACTED]
- Expiration Date: [REDACTED]
- Card Holder's Name: [REDACTED]
- Total Amount Paid: [REDACTED]

These credit card details are to be used to process the lodgement of *Contaminated Sites Act 2003* memorial on Lot 9003 on Deposited Plan 75544 only.

If you require further information, please do not hesitate to contact myself on 9333 7556.

Yours Faithfully,

Christopher Chau
Senior Data Management Officer
Contaminated Sites Branch

6 December 2012

Enc: Lodging Party Form
Memorial Document

ORIGINAL SIGHTED
BY Signature Date 18/12/12
LANDGATE

DIRECTOR GENERAL AND ENVIRONMENTAL SERVICES DIVISIONS: The Atrium, 168 St Georges Terrace, Perth, Western Australia 6000

Phone: (08) 6467 5000 Fax: (08) 6467 5562

PARKS AND CONSERVATION SERVICES DIVISIONS: Executive: Corner of Australia II Drive and Hackett Drive, Crawley, Western Australia 6009

Phone: (08) 9442 0300 Fax: (08) 9386 1578 Operations: 17 Dick Perry Avenue, Technology Park, Kensington, Western Australia 6151

Phone: (08) 9219 8000 Fax: (08) 9334 0498

POSTAL ADDRESS FOR ALL DIVISIONS: Locked Bag 104, Bentley Delivery Centre, Western Australia 6983

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