

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



APPROVED BY  
THE REAL ESTATE INSTITUTE  
OF WESTERN AUSTRALIA (INC.)  
COPYRIGHT © REIWA 2022  
FOR USE BY REIWA MEMBERS  
000009328326



**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: **BJK Genesis Property Pty Ltd RA 74823 ACN 618 296 414 T/A First National Real Estate Genesis ABN 28 618 296 414**  
Address: **6/160 Scarborough Beach Road**  
Suburb: **Mount Hawthorn** State: **WA** Postcode: **6016**

As Agent for the Seller / ~~Buyer~~

## THE BUYER

**Name** \_\_\_\_\_  
**Address** \_\_\_\_\_  
Suburb \_\_\_\_\_ State \_\_\_\_\_ Postcode \_\_\_\_\_

**Name** \_\_\_\_\_  
**Address** \_\_\_\_\_  
Suburb \_\_\_\_\_ State \_\_\_\_\_ Postcode \_\_\_\_\_

EMAIL: The Buyer consents to Notices being served at: \_\_\_\_\_

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

Sole owner  Joint Tenants  Tenants in Common specify the undivided shares \_\_\_\_\_

## SCHEDULE

The **Property** at:  
Address: **55 Greywacke Entrance**  
Suburb: **Piara Waters** State: **WA** Postcode: **6112**  
Lot: **164** Deposited/~~Survey~~/~~Strata~~/~~Diagram~~/Plan: **412682** Whole / ~~Part~~ Vol: **2944** Folio: **903**

A **deposit** of \$ \_\_\_\_\_ of which \$ **0.00** is paid now and \$ \_\_\_\_\_ to be paid within **7** days of acceptance to be held by **First National Real Estate Genesis**

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

**Purchase Price** \_\_\_\_\_

**Settlement Date** \_\_\_\_\_

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

## GST WITHHOLDING

- 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.**

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



APPROVED BY  
THE REAL ESTATE INSTITUTE  
OF WESTERN AUSTRALIA (INC.)  
COPYRIGHT © REIWA 2022  
FOR USE BY REIWA MEMBERS  
000009328326



## CONDITIONS

### 1. SUBJECT TO FINANCE

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

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

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

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

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

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

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

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

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

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

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

#### 1.4 Finance Approval: Approval Notice Given

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

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

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

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

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

#### 1.6 Buyer Must Keep Seller Informed: Evidence

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

#### 1.7 Right To Terminate

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

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

#### 1.8 Waiver

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

#### 1.9 Definitions

In this Clause:

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

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

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

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

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

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

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

**Latest Time** means:

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

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

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

**Non Approval Notice** means:

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

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

## SPECIAL CONDITIONS

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

2. The Buyer is aware and accepts "RESTRICTIVE COVENANT BENEFIT/BURDEN - SEE DEPOSITED PLAN 412682 AND INSTRUMENT N83150" on the Certificate of Title. ■■■ ■■■

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

## SPECIAL CONDITIONS - Continued

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

Signature		Date	
Signature		Date	

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

<b>Name</b>	ROBERTO BERTONE		
Address	55 Greywacke Entrance		
Suburb	Piara Waters	State	WA
		Postcode	6112
<b>Name</b>	MICHELLE CHRISTEINE BERTONE		
Address	55 Greywacke Entrance		
Suburb	Piara Waters	State	WA
		Postcode	6112

EMAIL: The Seller consents to Notices being served at:

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

Signature		Date	
Signature		Date	

**RECEIPT OF DOCUMENTS**

The Buyer acknowledges receipt of the following documents:

1. This offer and acceptance
2. Strata disclosure & attachments (if strata)
3. 2022 General Conditions
4. **Certificate of Title**

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"/>

COPYRIGHT

The copyright of this Contract by Offer and Acceptance is the property of the Real Estate Institute of Western Australia (Inc.) ("REIWA") and neither the form nor any part of it may be used or reproduced by any method whatsoever or incorporated by reference or in any manner whatsoever in any other document without the consent of the REIWA.

# AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR MAJOR STRUCTURAL DEFECTS

ANNEXURE

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

**55 Greywacke Entrance, Piara Waters WA 6112**

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

1. The Buyer may at their expense obtain a written Report 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 **Registered Builder**     ~~Consultant~~. It is not a special purpose report, nor an all-encompassing report dealing with every aspect of the Property. The Report should only be a reasonable attempt to identify Major Structural Defects to the Building structure pursuant to Appendix "A" of the Standard. The presence of defects will only be relevant in this Annexure when the defects are a Major Structural Defect.
  - 9.7 "Standard" means Australian Standard AS 4349-2007 (as amended from time to time) Inspections of buildings Part 1: Pre-purchase Structural Inspection - Residential buildings).
  - 9.8 "Work" means the work required to rectify the Major Structural Defects set out in the Major Structural Defects Notice.
  - 9.9 Words not defined in this Annexure have the same meaning as defined in the Standard or the 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



APPROVED BY  
THE REAL ESTATE INSTITUTE  
OF WESTERN AUSTRALIA (INC.)  
COPYRIGHT © REIWA 2019  
FOR USE BY REIWA MEMBERS  
000006626711



ANNEXURE

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

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

("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

REGISTER NUMBER <b>164/DP412682</b>	
DUPLICATE EDITION <b>N/A</b>	DATE DUPLICATE ISSUED <b>N/A</b>

**RECORD OF CERTIFICATE OF TITLE**  
 UNDER THE TRANSFER OF LAND ACT 1893

VOLUME **2944** FOLIO **903**

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 164 ON DEPOSITED PLAN 412682

**REGISTERED PROPRIETOR:**  
 (FIRST SCHEDULE)

ROBERTO BERTONE  
 MICHELLE CHRISTEINE BERTONE  
 BOTH OF 3 BROLGA PROMENADE WILLETTON WA 6155  
 AS JOINT TENANTS

(T N918868 ) REGISTERED 13/6/2018

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

1. \*RESTRICTIVE COVENANT BENEFIT - SEE DEPOSITED PLAN 412682 AND INSTRUMENT N831509
2. \*RESTRICTIVE COVENANT BURDEN - SEE DEPOSITED PLAN 412682 AND INSTRUMENT N831509
3. \*N918869 MORTGAGE TO AUSTRALIA & NEW ZEALAND BANKING GROUP LTD REGISTERED 13/6/2018.

Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required.  
 \* Any entries preceded by an asterisk may not appear on the current edition of the duplicate certificate of title.  
 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: DP412682  
 PREVIOUS TITLE: 2876-299  
 PROPERTY STREET ADDRESS: 55 GREYWACKE ENT, PIARA WATERS.  
 LOCAL GOVERNMENT AUTHORITY: CITY OF ARMADALE

NOTE 1: DUPLICATE CERTIFICATE OF TITLE NOT ISSUED AS REQUESTED BY DEALING L706988





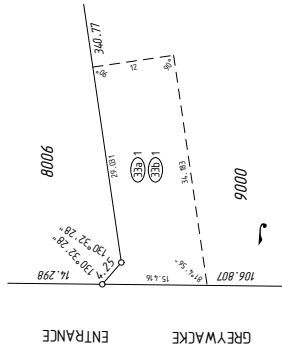




FOR HEADING SEE SHEET 1

INTERESTS AND NOTIFICATIONS

SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN	LAND BURDENED	BENEFIT TO	COMMENTS
(33a) (33b) (33c) (33d) (33e) (33f) (33g) (33h) (33i) (33j) (33k) (33l) (33m) (33n) (33o) (33p) (33q) (33r) (33s) (33t) (33u) (33v) (33w) (33x) (33y) (33z)	EASEMENT (Of passage)	SEC 167 OF THE P & D ACT (REG 33 (a))	THIS PLAN	LOT 9000	CITY OF ARMADALE	
	EASEMENT (Sewerage)	SEC 167 OF THE P & D ACT (REG 33 (b))	THIS PLAN	LOT 9000	WATER CORPORATION	
Ⓢ	RESTRICTIVE COVENANT	SEC 1340 OF THE T.L.A.	DOC N831509	ALL LOTS EXCEPT 803-806 AND 9000	ALL LOTS EXCEPT 803-806 AND 9000	
	RESTRICTIVE COVENANT	SEC 128A OF THE T.L.A.	DOC N831520	LOTS 192, 193, 203 AND 215	ELECTRICITY NETWORKS CORPORATION	FIRE SEPARATION
Ⓣ	RESERVE FOR RECREATION AND LEISURE	VESTS IN THE CROWN UNDER SEC 154 OF THE P & D ACT	THIS PLAN	LOTS 203 AND 215		NOISE COMPLIANCE
	NOTIFICATION	SEC 70A OF THE T.L.A.	DOC N831508	LOTS 203-207, 214, 215 & 218-223		FIRE MANAGEMENT PLAN



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.

MNG Ref : 962699p-012f - Stage 1 - DP-412682.LSD

Nigel Simpson  
2018.02.14 09:00:47 +08'00'  
DATE  
LICENSED SURVEYOR

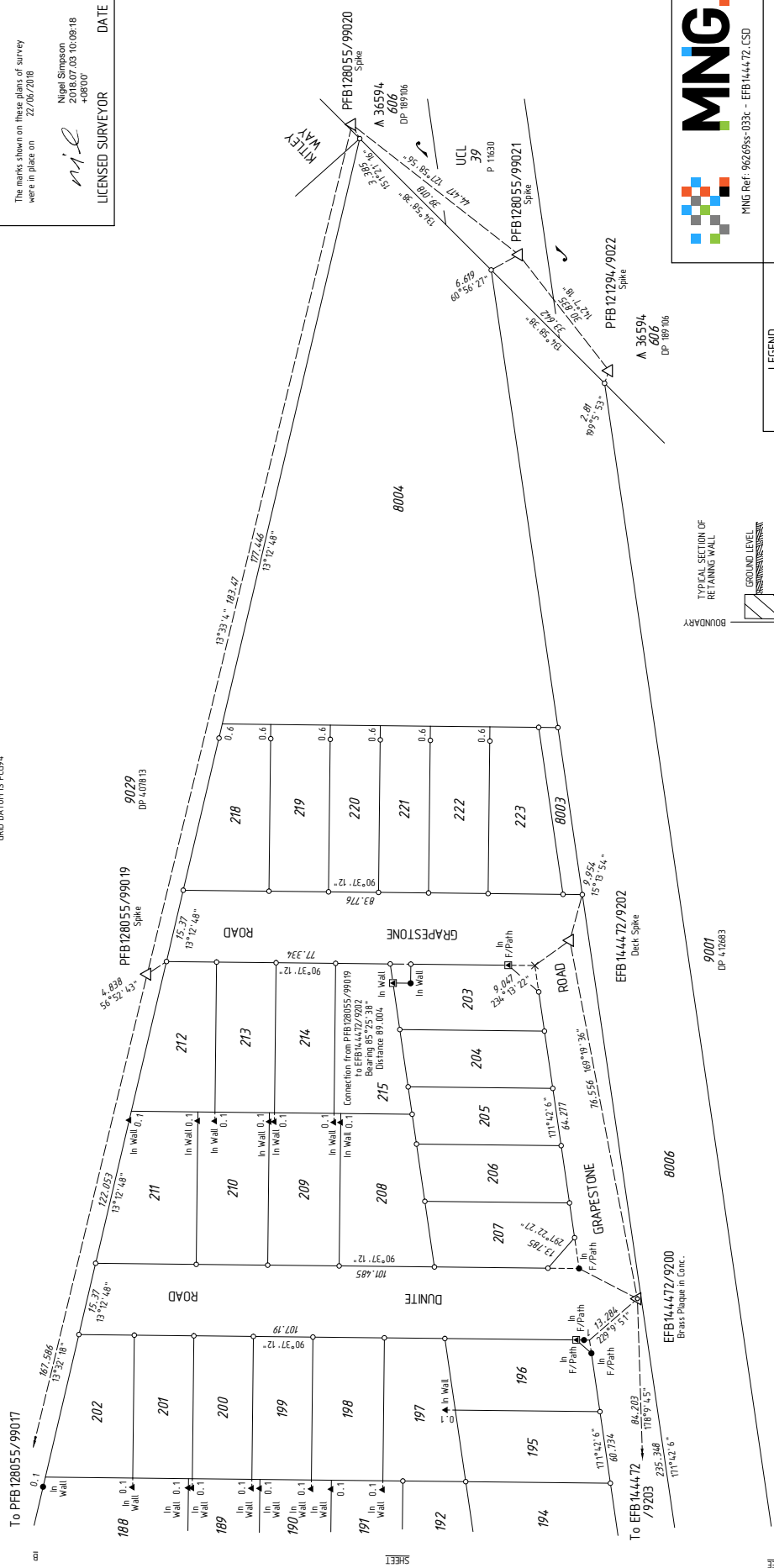
GOVERNMENT OF WESTERN AUSTRALIA

DEPOSITED PLAN  
**4 12682**  
SHEET 04 OF 04 SHEETS  
VERSION 1

**FOR SURVEY INFORMATION ONLY**  
**SURVEY INFORMATION COMPRISES**  
**SURVEY SHEETS A.C. ...**  
**SURVEY CARRIED OUT UNDER REG 26A**  
**SPECIAL SURVEY AREA GUIDELINES**  
**ALL BEARINGS AND DISTANCES ON THIS SHEET**  
**ARE THE RESULT OF LEAST SQUARES ADJUSTMENTS**  
**CARRIED OUT ON FIELD OBSERVATIONS**  
GRID DATUM IS REG94

VER.	AMENDMENT	AUTHORISED BY	DATE

**SURVEYOR'S CERTIFICATE - REG 54**  
 I, Nigel J. 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,  
 (where applicable)  
 and that it complies with the relevant  
 written laws in relation to which it is  
 lodged.  
**SURVEYOR'S CERTIFICATE - REG 55(d)**  
 The marks shown on these plans of survey  
 were in place on 22/06/2018  
 Nigel Simpson  
 2018.07.03 10:09:18  
 +0800  
 Licensed Surveyor  
 DATE



**MNG**  
 MNG Ref: 9626955-033c - EFB144472.LSD

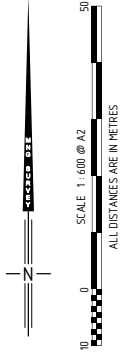
**Landgate**  
 DEPOSITED PLAN  
**4 12682**  
 SURVEY SHEET A  
 VERSION 1

**LEGEND**

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

**TYPICAL SECTION OF RETAINING WALL**  
 BOUNDARY  
 GROUND LEVEL  
 RETAINING WALL  
 GROUND LEVEL  
 NOT TO SCALE  
 THIS SUBDIVISION CONTAINS RETAINING WALLS WHICH ARE LOCATED WITHIN THE HIGH LOTS.

SURVEY SHEET PROCESSED  
 DATE: 30/11/2018  
 S.M.



HELD BY LANDGATE IN DIGITAL FORMAT ONLY





# Deposited Plan 412682

<b>Lot</b>	<b>Certificate of Title</b>	<b>Lot Status</b>	<b>Part Lot</b>
164	2944/903	Registered	
165	2944/904	Registered	
168	2944/905	Registered	
169	2944/906	Registered	
170	2944/907	Registered	
171	2944/908	Registered	
172	2944/909	Registered	
173	2944/910	Registered	
174	2944/911	Registered	
175	2944/912	Registered	
176	2944/913	Registered	
177	2944/914	Registered	
178	2944/915	Registered	
179	2944/916	Registered	
180	2944/917	Registered	
181	2944/918	Registered	
182	2944/919	Registered	
183	2944/920	Registered	
184	2944/921	Registered	
185	2944/922	Registered	
186	2944/923	Registered	
187	2944/924	Registered	
188	2944/925	Registered	
189	2944/926	Registered	
190	2944/927	Registered	
191	2944/928	Registered	
192	2944/929	Registered	
193	2944/930	Registered	
194	2944/931	Registered	
195	2944/932	Registered	
196	2944/933	Registered	
197	2944/934	Registered	
198	2944/935	Registered	
199	2944/936	Registered	
200	2944/937	Registered	
201	2944/938	Registered	
202	2944/939	Registered	
203	2944/940	Registered	
204	2944/941	Registered	
205	2944/942	Registered	
206	2944/943	Registered	
207	2944/944	Registered	
208	2944/945	Registered	
209	2944/946	Registered	
210	2944/947	Registered	



# Deposited Plan 412682

<u>Lot</u>	<u>Certificate of Title</u>	<u>Lot Status</u>	<u>Part Lot</u>
211	2944/948	Registered	
212	2944/949	Registered	
213	2944/950	Registered	
214	2944/951	Registered	
215	2944/952	Registered	
218	2944/953	Registered	
219	2944/954	Registered	
220	2944/955	Registered	
221	2944/956	Registered	
222	2944/957	Registered	
223	2944/958	Registered	
224	2944/959	Registered	
225	2944/960	Registered	
226	2944/961	Registered	
8003	LR3169/179	Registered	
8004	LR3169/180	Registered	
8005	2944/962	Registered	
8006	2944/963	Registered	
9000	2944/964 (Cancelled)	Retired	
0	N/A	Retired	
0	N/A	Registered	
0	N/A	Registered	
0	N/A	Retired	
0	N/A	Retired	
0	N/A	Retired	
0	N/A	Registered	
0	N/A	Registered	



**INSTRUCTIONS**

1. This form may be used only 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

**N831509 RC**

15 Feb 2018 11:49:45 Perth



**Deed of Restrictive Covenant**

WESTLAND SETTLEMENT SERVICES PTY LTD

LODGED BY PO BOX 405, SOUTH PERTH WA 6951  
ADDRESS SUITE 5, GROUND FLOOR  
9 BOWMAN STREET  
SOUTH PERTH WA 6151  
PHONE No. PH: 9325 1166 FAX: 9325 3166  
FAX No. email@westlandsettlements.com.au  
REFERENCE No.

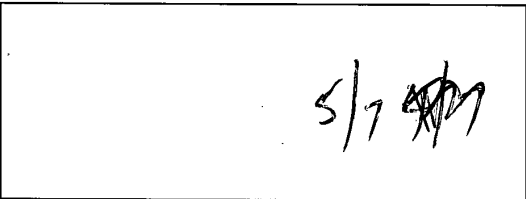
ISSUING BOX No.

1935

PREPARED BY Warren Syminton Ralph Pty Ltd  
Lawyers  
ADDRESS Level 2 Norfolk House  
3 Norfolk Street  
FREMANTLE WA 6160  
PHONE No. (08) 9435 9435  
FAX No. (08) 9433 4533  
REFERENCE No 01234

Warren Syminton Ralph Pty Ltd  
Liability limited by a scheme approved under  
Professional Standards Legislation

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


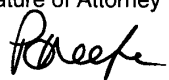
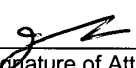

Registered pursuant to the provisions of the TRANSFER OF  
LAND ACT 1893 as amended on the day and time shown above  
and particulars entered in the Register.





Signing page

DATED: 12 January 2018

SIGNED for and on behalf of LONNEGAL ) PROPERTY PTY LTD ACN 101 617 574 ) its duly appointed Attorneys ) <b>BENJAMIN ROSSER</b> )	 _____ Signature of Attorney 1
1. _____ and ) 2. <u>Justin Crooks</u> )	 _____ Signature of Witness 1
under a Power of Attorney dated ) <u>15 SEPTEMBER 17</u> , Registration ) No. <u>N710708</u> and the Attorneys ) declare that they have not received any notice of ) the revocation of such Power of Attorney in the ) presence of: )	 _____ Signature of Attorney 2
	 _____ Signature of Witness 2
<u>PRESTON O'KEEFE</u> _____ Print Name in Full of Witness 1	<u>PRESTON O'KEEFE</u> _____ Print Name in Full of Witness 2
<u>50 COLIN STREET</u> _____ Address	<u>50 COLIN STREET</u> _____ Address
<u>WEST PERTH 6005</u> _____ Address	<u>WEST PERTH 6005</u> _____ Address
<u>DEVELOPMENT MANAGER</u> _____ Occupation	<u>DEVELOPMENT MANAGER</u> _____ Occupation



- 10 Not to erect or construct, or permit to be erected or constructed, any fence on the Property which is (a) forward of the front setback line and not visually permeable between a height of 900 mm and 1800mm.
- 11 Each of these Covenants is a separate and distinct covenant, and if any Covenant or its application to any person or circumstance is or becomes invalid or unenforceable then the remaining Covenants will not be affected and each remaining Covenant will be valid and enforceable to the fullest extent permitted by law.
- 12 Not to breach or cause to be breached the Design Guidelines which relate to the Property and construction of a residence on the Property and not to undertake or allow to be undertaken any development on the Property which is not in accordance with the Design Guidelines.
- 13 These Covenants expire at, and are of no force and effect except in relation to antecedent breaches after, midnight on 31 December 2026.



- (2) has a pitch of less than 25 degrees;
- (b) skillion roof which has no visible overhang; and
- (c) a plain zincalume roof;
- (d) front entry door which does not include glazing or a sidelight, except that when the Property has a width of 7.5 metres or less, a defined path to the front entry door will suffice.
- 5 Not to erect or construct, or permit to be erected or constructed, on the Property a dwelling without the façade facing the secondary street not being rendered up to at least 1.5 metres where:
- (a) the Property is located on a corner with two frontages; and
- (b) the front façade is rendered.
- 6 Where the Property is located on a corner with two frontages, not to erect or construct, or permit to be erected or constructed, on the Property any fence on the secondary street frontage which does not finish up to the rendered feature of that façade of the dwelling.
- 7 Not to erect or construct, or permit to be erected or constructed on the Property a dwelling:
- (a) without a garage which is incorporated under the main roof of the residence and enclosed with a sectional door in a colour to complement the dwelling;
- (b) without a garage which is set back at least 500mm behind the dwelling front, not including porches, verandahs, blade walls and other features;
- (c) if the driveway to the Property is from a laneway, without a garage which complies with paragraph (a) or without a carport which is enclosed with a solid garage door.
- 8 Not to construct or permit to be constructed any driveway or crossover from a material other than brick paving, liquid limestone or exposed aggregate.
- 9 Not to erect or construct, or permit to be erected or constructed, on the Property:
- (a) any refuse or bin storage area;
- (b) any clothes hoist or clothesline or area used for clothes drying or airing;
- (c) any novelty letterbox;
- (d) any outbuildings or sheds;
- (e) meter boxes;
- (f) air conditioning units;
- (g) solar hot water systems;
- (h) rain water tanks;
- (i) satellite dishes;
- (j) TV antennae and radio masts;
- which are visible from any road unless designed to complement the dwelling on the Property or concealed from view through the use of appropriate screening; and
- (k) any structure with an area of more than 25 square metres which is not constructed in the same materials and finishes as the dwelling on the Property.



## Schedule - The Restrictive Covenants

In the Restrictive Covenants:

“**Approved Materials**” means single or 2 course face brick, raw timber (such as recycled timber or sleepers), metal or timber look tiles, stone or timber cladding, corroded steel look finish, corrugated iron, rammed earth, HardiePlank and other materials approved in writing by Lonnegal.

“**Design Guidelines**” means the design guidelines which have been supplied by Lonnegal to the original purchaser of the Property.

“**Lonnegal**” means Lonnegal Property Pty Ltd ACN 101 617 574.

“**Lot**” means a lot created upon registration of Deposited Plan 412682 other than Lots 8003, 8004, 8005, 8006 and 9000.

“**Property**” means a Lot.

“**Registered Proprietor**” means Lonnegal Property Pty Ltd ACN 101 617 574.

### RESTRICTIVE COVENANTS

The Registered Proprietor (which expression includes the transferees, assigns and successors in title of the Registered Proprietor) covenants:

- 1 Not to construct or allow to be constructed on the Property any dwelling with a façade which is not articulated and which does not contain at least one of the following:
  - (a) verandah with a minimum depth of 1.2 metres x 3.5 metres (wraparound preferred if the Property is located on a corner);
  - (b) covered portico or porch with a minimum depth of 1.2 metres;
  - (c) french doors;
  - (d) contrasting rendered or face brick sills;
  - (e) gables;
  - (f) natural reclaimed timber or steel features encouraged to blend with the Karmara style;
  - (g) blade wall;
  - (h) archway.
- 2 Not to erect or construct, or permit to be erected or constructed, on the Property any building with external walls on each street facing façade which do not include:
  - (a) render, single brick or HardiePlank as the primary material of the façade; and
  - (b) a contrast feature to a minimum of 10% and a maximum of 25% of the façade from the Approved Materials.

The “façade” is to be treated as exclusive of the roof, garage door, gutters, windows, brick planters and downpipes.
- 3 Not to erect or construct, or permit to be erected or constructed, on the Property any dwelling which does not include clear glazed windows on the front façade or which includes roller shutters on the front façade windows.
- 4 Not to erect or construct, or permit to be erected or constructed, on the Property any building that has any:
  - (a) sloped roof which:
    - (1) is visible from any street adjacent to the Property; and



## 4 Severance

### 4.1 Separate and distinct covenants

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

## 5 Definitions

### 5.1 Definitions

The following words have the meanings in this deed unless the contrary intention appears:

**Estate Land** means the land in or formerly in Lot 501 on Deposited Plan 405466 being the whole of the land in Certificate of Title Volume 2876 Folio 299.

**Lot** means a lot created upon registration of the Subdivision Plan, subject to the following encumbrances:

- (a) As to Lot 9000 - Easement burden (drainage) created under Section 167 of P. &D. Act in favour of the City of Armadale.
- (b) As to Lot 9000 – Easement (sewerage) created under Section 167 of P. &D. Act in favour of the Water Corporation.
- (c) As to Lots 203 to 207, 214, 215 and 218 to 223 (all inclusive) - Notification created under Section 165 of the P. &D. Act (fire management plan).
- (d) As to Lot 9000 - Mortgage L706988 to ANZ Fiduciary Services Pty Ltd.

**Restrictive Covenants** means the restrictive covenants set out in the Schedule.

**Specified Lots** means the Lots to which the benefit and burden of the Restrictive Covenants apply, being all of the Lots on the Subdivision Plan except Lots 8003, 8004, 8005, 8006 and 9000.

**Subdivision Plan** means the plan of subdivision of the Estate Land into residential lots lodged for registration at the Land Titles Division of Landgate and being Deposited Plan 412682 and which includes any plan or diagram lodged which amends or is in substitution for that plan.

### 5.2 References to boundary or area

A reference to a boundary or the area of a Lot is a reference to the boundary or the area of the Lot as shown on the Certificate of Title to that Lot.

**EXECUTED** as a deed



FORM B2

Form Approval No: B4088

WESTERN AUSTRALIA  
TRANSFER OF LAND ACT 1893 AS AMENDED.**BLANK INSTRUMENT FORM****Deed of Restrictive Covenant  
Section 136D Transfer of Land Act**

(Note 1)

**Parties:** Lonnegal Property Pty Ltd ACN 101 617 574 of Ground Floor, 50 Colin Street, West Perth, Western Australia ("**Registered Proprietor**")**Recitals**

- A** The Registered Proprietor is the registered proprietor of the Estate Land.
- B** The Registered Proprietor is in the course of subdivision of the Estate Land and selling and transferring subdivided lots out of the Estate Land, and is in the process of causing registration of plans of subdivision in respect of the Estate Land.
- C** The Registered Proprietor wishes to register restrictive covenants in respect of certain lots within the Estate Land pursuant to Section 136D of the Transfer of Land Act so that those covenants will benefit and burden those lots.

**1 Creation of Restrictive Covenants relating to Lots****1.1 Creation of Restrictive Covenants**

The Registered Proprietor pursuant to Section 136D of the Transfer of Land Act:

- (a) creates the Restrictive Covenants in respect of the Specified Lots; and
- (b) agrees that the Restrictive Covenants will be registered against the Certificate of Title to each of the Specified Lots.

**2 Benefit and burden of Restrictive Covenants****2.1 Benefit and burden of Restrictive Covenants**

Subject only to clause 2.2, the burden of the Restrictive Covenants is appurtenant to and will run with each of the Specified Lots for the benefit of all of the Specified Lots to the intent that the Restrictive Covenants will bind the Registered Proprietor and the registered proprietor from time to time of each of the Specified Lots and will be for the benefit of the Registered Proprietor and any other registered proprietor from time to time of every one of the Specified Lots, but not so as to render the Registered Proprietor personally liable in respect of any Lot after the Registered Proprietor has parted with all interest in that Lot.

**2.2 Expiry of Restrictive Covenants**

The Restrictive Covenants expire on, and are of no force and effect after midnight on 31 December 2026.

**3 Consents under Section 136E of the Transfer of Land Act****3.1 Registered Proprietor to obtain consents**

The Registered Proprietor will obtain any consents required under Section 136E of the Transfer of Land Act to the creation of this deed and the creation of the Restrictive Covenants over the Lots pursuant to Section 136D of the Transfer of Land Act.



**Document Notes:**

IMPORTANT: THIS PAGE FORMS PART OF DOCUMENT [N831509] AND MAY CONTAIN REFERENCES TO AMENDMENTS OR CORRECTIONS TO THE DOCUMENT

---

26/3/2018 08:22:41

Registration date amended to 23.3.2018 at 9.00 hours due to lot sync process. See letter from lodging party in Application N831507.





# Westland Settlement Services Pty Ltd

LICENSED REAL ESTATE  
SETTLEMENT AGENCY

ACN 050 159 058 ABN 12 050 159 058  
ESTABLISHED 1990

Winner of the 2015 Dorothy Peacock Award for an Outstanding Contribution

Ground Floor, Suite 5  
9 Bowman Street  
South Perth WA 6151  
PO Box 405  
South Perth WA 6951

Telephone (08) 9325 1166  
Facsimile (08) 9325 3166

Email [narelle@westlandsettlements.com.au](mailto:narelle@westlandsettlements.com.au)  
Web [www.westlandsettlements.com.au](http://www.westlandsettlements.com.au)

15<sup>th</sup> February 2018

Landgate  
PO Box 2222  
MIDLAND WA 6936

EV000662728 LTR



Dear Sir / Madam

**RE: SYNCHRONISATION PROGRAM**

I Narelle Lisa van Zijl am settlement agent for the applicant. I have authority to make and to authorise on behalf of such persons the following amendment.

I acknowledge that the registration for the documents necessary to issue certificate of titles and any following documents for Deposited Plan 412682 will be altered to concur with the yet to be established "In Order For Dealings" date on the said Deposited Plan.

REGARDS  
WESTLAND SETTLEMENT SERVICES PTY LTD

**Narelle Lisa van Zijl**  
Licensee



Licensee:  
Westland Settlement Services Pty Ltd  
Licensed Managing Director:  
Narelle L van Zijl

Member of The Australian  
Institute of Conveyancers  
WA Division Inc.



