

# 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: **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 **22 Manberry Crescent**  
Suburb **Harrisdale** State **WA** Postcode **6112**  
Lot **4134** Deposited/~~Survey/Strata/Diagram~~/Plan **413452** Whole / ~~Part~~ Vol **2950** Folio **440**

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

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

### FINANCE CLAUSE IS APPLICABLE

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

### FINANCE CLAUSE IS NOT APPLICABLE

Signature of the Buyer if Finance Clause IS NOT applicable

\_\_\_\_\_  
\_\_\_\_\_

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

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## CONDITIONS

### 1. SUBJECT TO FINANCE

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

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

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

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

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

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

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

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

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

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

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

#### 1.4 Finance Approval: Approval Notice Given

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

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

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

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

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

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

#### 1.7 Right To Terminate

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

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

#### 1.8 Waiver

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

#### 1.9 Definitions

In this Clause:

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

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

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

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

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

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

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

**Latest Time** means:

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

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

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

**Non Approval Notice** means:

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

2. Acceptance of an offer by one Party to the other Party will be sufficiently communicated by the accepting Party to the other Party if verbal or written notification is given by the accepting Party or their Representative or Real Estate Agent that the accepting Party has signed the Contract.
3. The 2022 General Conditions 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.

# 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
Signature 	Date	Signature	Date

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

<b>Name</b>	Payagalage Supun Malsha Fernando		
<b>Address</b>	22 Manberry Crescent		
<b>Suburb</b>	Harrisdale	<b>State</b>	WA
		<b>Postcode</b>	6112
<b>Name</b>	Akila Ekanayake		
<b>Address</b>			
<b>Suburb</b>	Harrisdale	<b>State</b>	WA
		<b>Postcode</b>	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
Signature	Date	Signature	Date

#### RECEIPT OF DOCUMENTS

The Buyer acknowledges receipt of the following documents:

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

5. Annexure of changes to General Conditions (form 198)

Signature 	Signature 
-----------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------

#### RECEIPT OF DOCUMENTS

The Seller acknowledges receipt of the following documents:


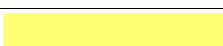
1. This offer and acceptance
2. 2022 General Conditions

3. Annexure of changes to General Conditions (form 198)

Signature	Signature
-----------	-----------

### CONVEYANCER (Legal Practitioner/Settlement Agent)

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

	BUYER'S REPRESENTATIVE	SELLER'S REPRESENTATIVE
<b>Name</b>	<input type="text"/>	<input type="text"/>
<b>Signature</b>		<input type="text"/>
		<input type="text"/>

#### COPYRIGHT

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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 Payagalage Supun Malsha Fernando

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name Akila Ekanayake

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

22 Manberry Crescent, HARRISDALE WA 6112

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

1. The Buyer may at their expense obtain a written Report on any Major Structural Defects of the residential building and of the following described areas Located upon the Property ("**Building**"). If nothing is completed in the blank space then the Building will be the residential Building only.  
14 days after acceptance
2. The Buyer must serve a copy of the Report on the Seller, Seller Agent or Seller Representative by 4PM on: \*complete (a) or (b)  
 (a\*)  /  /  **OR** (b\*)  ("Date")
3. If the Buyer, and Seller Agent or Seller or Seller Representative do not receive the Report before the Date then the Buyer will be deemed to have waived the benefit of this Annexure. Time is of the essence.
4. If the Report identifies Major Structural Defects to the Property's Building, the Buyer may at any time but no later than three (3) Business Days after the Date serve a Major Structural Defects Notice on the Seller, Seller Agent or Seller Representative giving the Seller five (5) Business Days to agree to remedy the Major Structural Defects.
5. If the Seller elects in writing to remedy the Major Structural Defects in the Major Structural Defects Notice then the Settlement Date will be delayed until the later of: (a) three (3) Business Days after the Seller's Work is completed as certified by the Seller's Builder and (b) the Settlement Date.
6. The Seller must do the Work expeditiously and in good and workmanlike manner through a Builder and provide evidence to the Buyer of completion of the Work.
7. If, prior to the Seller commencing Work, the Seller and Buyer wish to agree and do agree an amount to be paid by the Seller to the Buyer then the amount will be deducted from the Purchase Price at Settlement and the Seller will not undertake the Work.
8. If the Seller does not agree in writing to remedy Major Structural Defects within five (5) Business Days from when the Major Structural Defects Notice was served on the Seller, Seller Agent or Seller Representative then:
  - (a) At any time within a further Five (5) Business Days after (1) that period ending (if no notice is given by the seller); or (2) the date notice in writing is given by the Seller to the Buyer, the Buyer may give notice in writing to the Seller, Seller Agent or Seller Representative terminating the Contract and the Deposit and other monies paid will be repaid to the Buyer;
  - (b) if the Buyer does not terminate the Contract pursuant to this clause 8, then this Annexure ceases to apply and the Contract continues unaffected by this Annexure.
9. In this Annexure:
  - 9.1 "Builder" means a registered building service contractor (as defined in the *Building Services (Registration) Act 2011WA*) qualified to remedy the matters set out in the Major Structural Defects Notice.
  - 9.2 "Consultant" means an independent inspector qualified and experienced in undertaking pre-purchase property inspections to ascertain Major Structural Defects.
  - 9.3 "Date" means the date inserted or calculated in clause 2. If nothing is inserted in clause 2 then the Date will be five (5) Business Days from the later of (i) the Contract Date; or (ii) the Latest Time for Financial Approval (if any).
  - 9.4 "Major Structural Defects" means a fault or deviation from the intended structural performance of a building element and is a major defect to the building structure of sufficient magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility, or further deterioration of the building structure. Major Structural Defects does not include any non-structural element, e.g., roof plumbing and roof covering, general gas, water and sanitary plumbing, electrical wiring, partition walls, cabinetry, windows, doors, trims, fencing, minor structures, non-structural damp issues, ceiling linings, floor coverings, decorative finishes such as plastering, painting, tiling etc., general maintenance, or spalling of masonry, fretting of mortar or rusting of primary structural elements.
  - 9.5 "Major Structural Defects Notice" means a Notice in writing from the Buyer to the Seller to provide the Seller with the opportunity to agree to rectify the Major Structural Defects that the Buyer requires to be rectified.
  - 9.6 "Report" means the report performed in accordance with Appendix A of the Standard by a **Registered Builder**      . It is not a special purpose report, nor an all-encompassing report dealing with every aspect of the Property. The Report should only be a reasonable attempt to identify Major Structural Defects to the Building structure pursuant to Appendix "A" of the Standard. The presence of defects will only be relevant in this Annexure when the defects are a Major Structural Defect.
  - 9.7 "Standard" means Australian Standard AS 4349-2007 (as amended from time to time) Inspections of buildings Part 1: Pre-purchase Structural Inspection - Residential buildings).
  - 9.8 "Work" means the work required to rectify the Major Structural Defects set out in the Major Structural Defects Notice.
  - 9.9 Words not defined in this Annexure have the same meaning as defined in the Standard or the 2022 General Conditions.

**BUYER SIGNATURE**

**BUYER SIGNATURE**

**SELLER SIGNATURE**

**SELLER SIGNATURE**

**BUYER SIGNATURE**

**BUYER SIGNATURE**

**SELLER SIGNATURE**

**SELLER SIGNATURE**

# AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR TIMBER PESTS



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## ANNEXURE B

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

22 Manberry Crescent, Harrisdale WA 6112

1. The Buyer may at their expense obtain a non-invasive written Report on any Timber Pest Activity or Damage of the residential building and of the following described areas Located upon the Property ("**Building**"). If nothing is completed in the blank space then the Building will be the residential Building only.

14 days after acceptance

This Annexure does not apply to: (a) any Activity or Damage outside the Building; (b) any comments in the Report about conditions conducive to or susceptibility to Timber Pests; or (c) recommendations for further investigations.

2. The Buyer must serve a copy of the Report on the Seller, Seller Agent or Seller Representative by 4PM on: \*complete (a) or (b)  
(a\*)  /  /  OR (b\*)  ("Date")
3. If the Buyer, and Seller, Seller Agent or Seller Representative do not receive the Report before the Date then the Buyer will be deemed to have waived the benefit of this Annexure. Time is of the essence.
4. If the Report identifies Activity on, or Damage to, the Building, the Buyer may at any time within three (3) Business Days after the Date serve a Timber Pest Notice on the Seller, Seller Agent or Seller Representative giving the Seller Five (5) Business Days to agree to Eradicate and/or Repair.
5. If the Seller elects in writing to Eradicate and/or Repair pursuant to the Timber Pest Notice then the Settlement Date will be delayed until the later of: (a) three (3) Business Days after the Seller's Work is completed as certified by, the Seller's Builder in relation to Repair or a Consultant in relation to Eradication or, the later of them if both are required and (b) the Settlement Date.
6. The Seller must do the Work expeditiously and in a good and workmanlike manner through (a) a Builder to Repair or (b) a Consultant to Eradicate, and provide evidence to the Buyer of completion of the Work.
7. If, prior to the Seller commencing the Work, the Seller and Buyer wish to agree and do agree an amount to be paid by the Seller to the Buyer then that amount will be deducted from the Purchase Price at Settlement and the Seller will not undertake the Work.
8. If the Seller does not agree in writing to Eradicate and/or Repair within Five (5) Business Days from when the Timber Pest Notice was served on the Seller, Seller Agent or Seller Representative then  
(a) At any time within a further Five (5) Business Days after (1) that period ending (if no notice is given by the seller); or (2) the date notice in writing is given by the Seller to the Buyer, the Buyer may give notice in writing to the Seller, Seller Agent or Seller Representative terminating the Contract and the Deposit and other monies paid will be repaid to the Buyer;  
(b) if the Buyer does not terminate the Contract pursuant to this clause 8, then this Annexure ceases to apply and the Contract continues unaffected by this Annexure.
9. In this Annexure:
- 9.1 "Activity" means evidence of the presence of current Timber Pests.
- 9.2 "Builder" means a registered building service contractor (as defined in the *Building Services (Registration) Act 2011*WA) qualified to remedy the matters set out in the Major Structural Defects Notice.
- 9.3 "Consultant" means an independent inspector qualified and experienced in undertaking, pre-purchase property inspections pursuant to the Standard and Eradication.
- 9.4 "Damage" means evidence of damage caused by Timber Pests to the Building.
- 9.5 "Date" means the date inserted or calculated in clause 2. If no date is inserted in clause 2 then the Date will be Five (5) Business Days from the later of: (i) the Contract Date; or (ii) the Latest Time for Finance Approval (if any).
- 9.6 "Eradicate" and "Eradication" mean the treatment necessary to eradicate Activity affecting the Building.
- 9.7 "Repair" means the Work necessary to repair any Damage.
- 9.8 "Report" means a report performed in accordance with the Standard by a Consultant at the Property.
- 9.9 "Standard" means Australian Standard AS 4349.3-2010 (as amended from time to time) Inspection of buildings Timber Pest Inspections.
- 9.10 "Timber Pests" means subterranean and dampwood termites, borers of seasoned timber and wood decay fungi as defined in the Standard.
- 9.11 "Timber Pest Notice" means a Notice in writing from the Buyer to the Seller to provide the Seller with the opportunity to agree to Eradicate and/or Repair that the Buyer requires pursuant to the Report.
- 9.12 "Work" means the work required to Repair pursuant to the Timber Pest Notice.
- 9.13 Words not defined in this Annexure have the same meaning as defined in the Standard or the 2022 General Conditions.

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

WESTERN



AUSTRALIA

TITLE NUMBER

Volume Folio

**2950 440**

**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 4134 ON DEPOSITED PLAN 413452

**REGISTERED PROPRIETOR:**  
(FIRST SCHEDULE)

PAYAGALAGE SUPUN MALSHA FERNANDO  
AKILA EKANAYAKE  
BOTH OF 3 ZEEHAN LANE HARRISDALE WA 6112  
AS JOINT TENANTS

(T O225373 ) REGISTERED 29/8/2019

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

1. RESTRICTIVE COVENANT BENEFIT - SEE DEPOSITED PLAN 413452 AND INSTRUMENT N847617
2. RESTRICTIVE COVENANT BURDEN - SEE DEPOSITED PLAN 413452 AND INSTRUMENT N847617
3. O225374 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA REGISTERED 29/8/2019.

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.

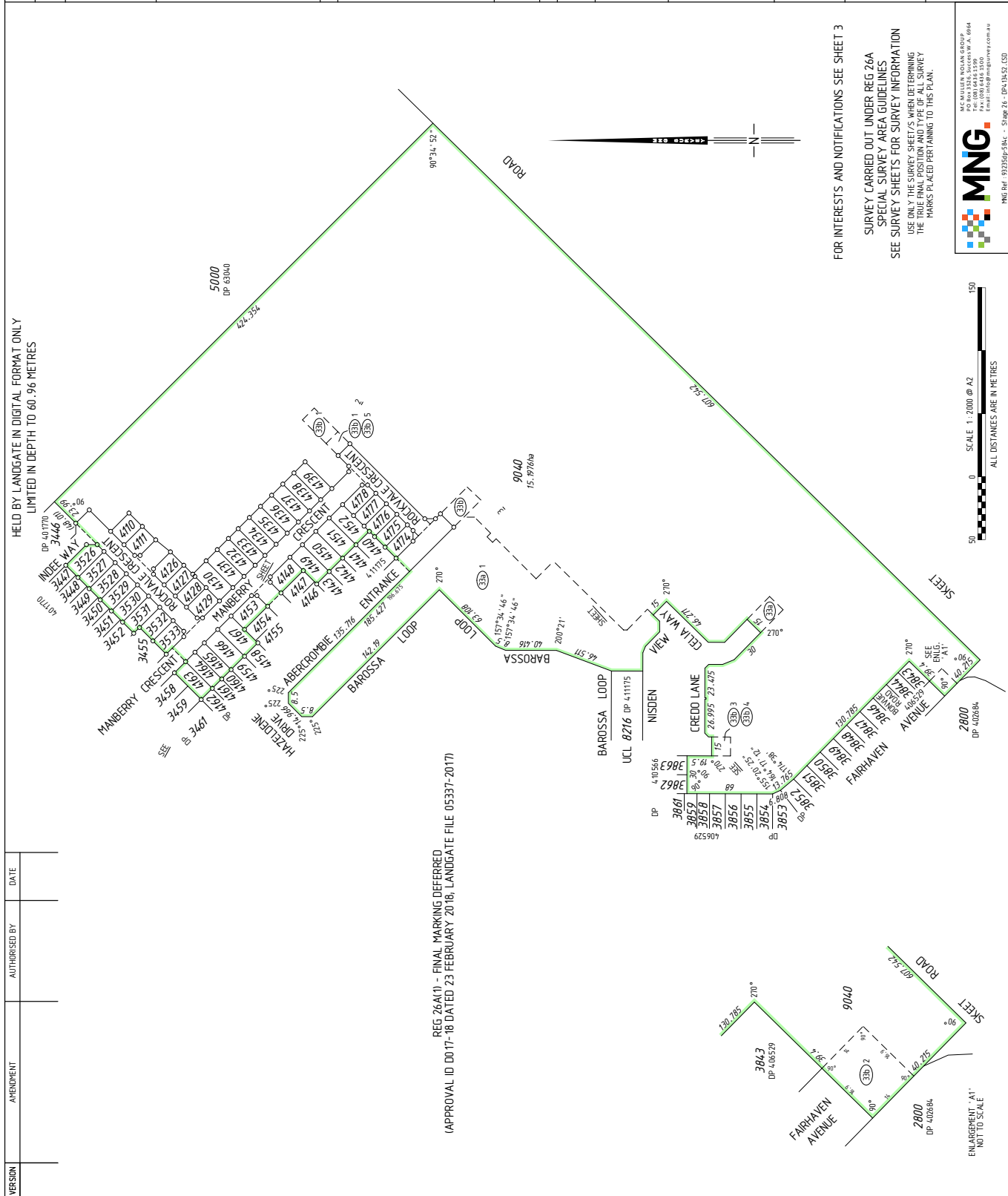
SKETCH OF LAND: DP413452  
PREVIOUS TITLE: 2938-325  
PROPERTY STREET ADDRESS: 22 MANBERRY CR, HARRISDALE.  
LOCAL GOVERNMENT AUTHORITY: CITY OF ARMADALE

TYPE	FREEHOLD	S.S.A.	YES
PURPOSE	SUBDIVISION		
PLAN OF	LOTS 3526-3533, 4110, 4111, 4126-4139, 4148-4153, 4163-4167, 4174-4178, 904.0 EASEMENTS, ROADS AND RESTRICTIVE COVENANT		
FORMER TENURE	LOT 9039 ON DP 411175 C.T., 298-325		
LOCAL AUTHORITY	CITY OF ARMADALE		
LOCALITY	HARRISDALE		
D.O.L. FILE			
FIELD RECORD	16953, 10949		
	SURVEYOR'S CERTIFICATE - REG 54		
	I. Matthew B. WEBB		
	I hereby certify that this plan is accurate and is a correct representation of the -		
	(a) "survey, and/or"		
	(b) "calculations from measurements recorded in the field records, if applicable"		
	undertaken for the purposes of this plan and that it complies with the relevant written law in relation to which it is lodged.		
LICENSED SURVEYOR	Matthew Webb 20160308 14:07:12, 48000		
DATE	08-Mar-2018	\$3225.00	382066
		FEE PAID	ASSESS No.
L.S.C.	8 March 2018		
	EXAMINED		
	23-Mar-2018		DATE
	WESTERN AUSTRALIAN PLANNING COMMISSION		
FILE	153192		
	Delegated under S. 16 P&A Act 2005		
SUBJECT TO	IN ORDER FOR DEALINGS		
	Secs 185, 187 & 188(1)(2) of P&A Act		
	Sec 136D of TLA		
FOR INSPECTOR OF PLANS AND SURVEYS		04-Jul-18	DATE
	APPROVED	REG26A (1), (4)	
INSPECTOR OF PLANS AND SURVEYS		4.7.018	DATE
	U.S. - 18 Licensed Surveyors Act 1909		



DEPOSITED PLAN  
4 134 52

SHEET 01 OF 03 SHEETS  
(PLUS SURVEY SHEETS)  
VERSION 1

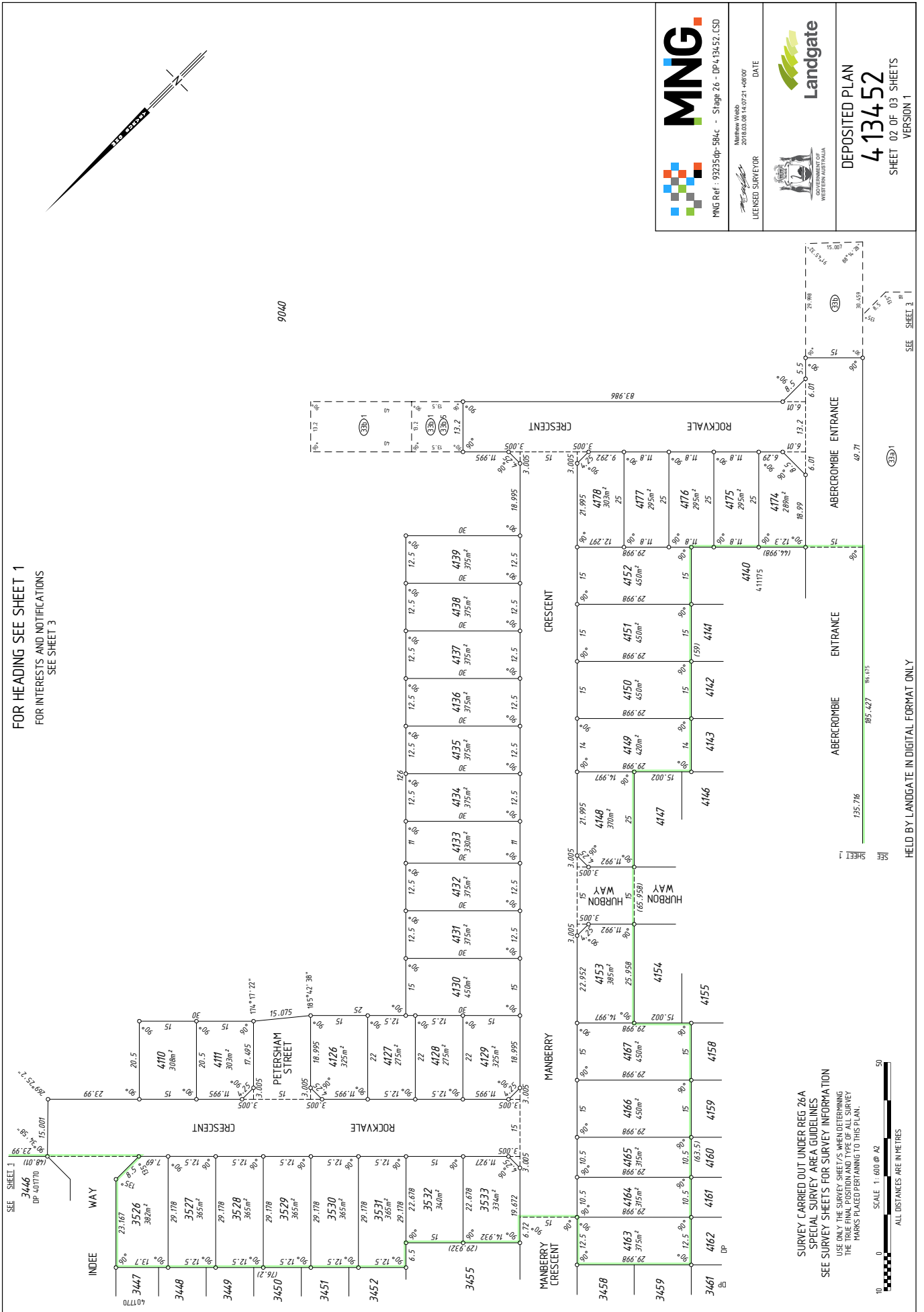


FOR INTERESTS AND NOTIFICATIONS SEE SHEET 3

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

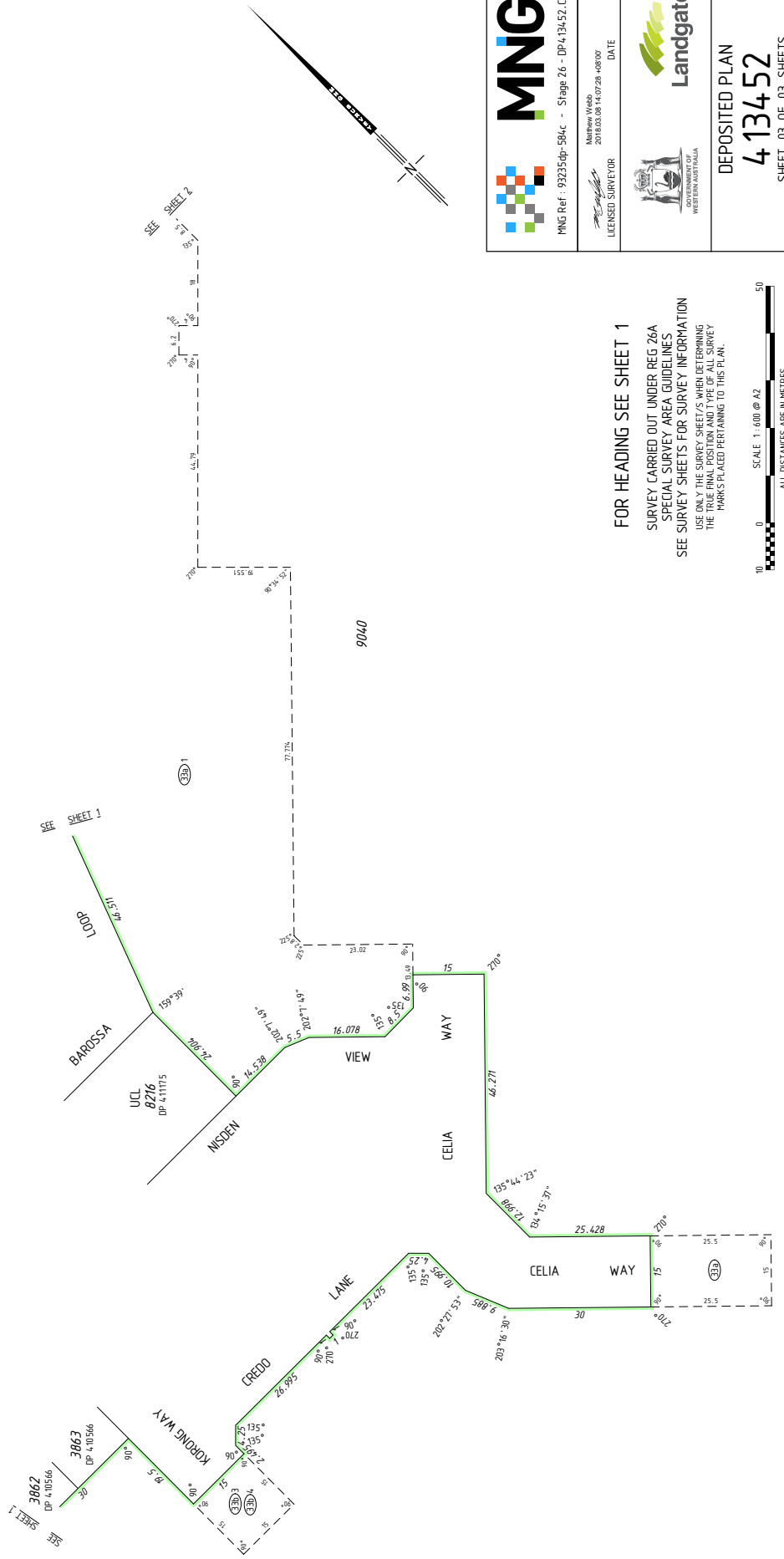
155 MILLIKEN AVENUE, SUITE 20  
20 BOX 1324, SUDBURY WA, 6104  
Tel: (08) 9446 1300  
Email: info@mngsurvey.com.au  
MNG Ref: 93250p-384 - Stage 26 - DP413452 (S0)





INTERESTS AND NOTIFICATIONS

SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN	LAND BURDENED	BENEFIT TO	COMMENTS
(33) 2	EASEMENT (Sewerage)	SEC 167 OF THE P. & D. ACT REG 33 (a)	DP 406529	LOT 9040	WATER CORPORATION	
(33) 3	EASEMENT (Drainage)	SEC 167 OF THE P. & D. ACT REG 33 (a)	DP 410566	LOT 9040	CITY OF ARMADALE	
(33) 3	EASEMENT (Sewerage)	SEC 167 OF THE P. & D. ACT REG 33 (a)	DP 410566	LOT 9040	WATER CORPORATION	
(33) 4	EASEMENT (Water Supply)	SEC 167 OF THE P. & D. ACT REG 33 (a)	DP 410566	LOT 9040	WATER CORPORATION	
(33) 1	EASEMENT (Drainage)	SEC 167 OF THE P. & D. ACT REG 33 (a)	DP 411175	LOT 9040	CITY OF ARMADALE	
(33) 1	EASEMENT (Sewerage)	SEC 167 OF THE P. & D. ACT REG 33 (a)	THIS PLAN	LOT 9040	WATER CORPORATION	
(33) 5	EASEMENT (Water Supply)	SEC 167 OF THE P. & D. ACT REG 33 (a)	THIS PLAN	LOT 9040	WATER CORPORATION	
	RESTRICTIVE COVENANT	SEC 1360 OF THE TLA	THIS PLAN & DOC N847617	ALL LOTS EXCEPT 9040	ALL LOTS EXCEPT 9040	
	NOTIFICATION	SEC 165 OF THE P. & D. ACT	DOC N847618	LOT 3524		BUSHFIRE MANAGEMENT PLAN





**MNG**

Matthew Webb  
2018.03.08 14:07:28 - 488'00"

DATE



**Landgate**

GOVERNMENT OF WESTERN AUSTRALIA

DEPOSITED PLAN

**413452**

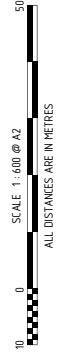
SHEET 03 OF 03 SHEETS

VERSION 1

FOR HEADING SEE SHEET 1

SURVEY CARRIED OUT UNDER REG 26A  
SPECIAL SURVEY AREA GUIDELINES  
SEE SURVEY SHEETS FOR SURVEY INFORMATION

USE ONLY THE SURVEY SHEETS DETERMINED  
BY THE SURVEYOR AS BEING THE  
TRUE AND CORRECT REPRESENTATION OF THE SURVEY  
MARKS PLACED PERTAINING TO THIS PLAN.





# Deposited Plan 413452

Lot	Certificate of Title	Lot Status	Part Lot
3526	2950/422	Registered	
3527	2950/423	Registered	
3528	2950/424	Registered	
3529	2950/425	Registered	
3530	2950/426	Registered	
3531	2950/427	Registered	
3532	2950/428	Registered	
3533	2950/429	Registered	
4110	2950/430	Registered	
4111	2950/431	Registered	
4126	2950/432	Registered	
4127	2950/433	Registered	
4128	2950/434	Registered	
4129	2950/435	Registered	
4130	2950/436	Registered	
4131	2950/437	Registered	
4132	2950/438	Registered	
4133	2950/439	Registered	
4134	2950/440	Registered	
4135	2950/441	Registered	
4136	2950/442	Registered	
4137	2950/443	Registered	
4138	2950/444	Registered	
4139	2950/445	Registered	
4148	2950/446	Registered	
4149	2950/447	Registered	
4150	2950/448	Registered	
4151	2950/449	Registered	
4152	2950/450	Registered	
4153	2950/451	Registered	
4163	2950/452	Registered	
4164	2950/453	Registered	
4165	2950/454	Registered	
4166	2950/455	Registered	
4167	2950/456	Registered	
4174	2950/457	Registered	
4175	2950/458	Registered	
4176	2950/459	Registered	
4177	2950/460	Registered	
4178	2950/461	Registered	
9040	2950/462 (Cancelled)	Retired	
0	N/A	Retired	
0	N/A	Registered	
0	N/A	Registered	
0	N/A	Registered	

# Deposited Plan 413452

<u>Lot</u>	<u>Certificate of Title</u>	<u>Lot Status</u>	<u>Part Lot</u>
0	N/A	Registered	
0	N/A	Retired	
0	N/A	Registered	
0	N/A	Retired	
0	N/A	Retired	

**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

**OFFICE USE ONLY**

**N847617 RC**

09 Mar 2018 12:40:20 Perth



**Section 136D Deed of Restrictive Covenant**

LODGED BY	IRDI LEGAL
ADDRESS	248 OXFORD STREET LEEDERVILLE WA 6007
PHONE No.	9443 2544
FAX No.	9444 3808
REFERENCE No.	MSC:S20181643 01347665.docx
ISSUING BOX No.	243V

PREPARED BY	IRDI LEGAL
ADDRESS	
PHONE No.	FAX No.

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

4/5
-----

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.

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**Display Homes**

The completed residence must not be used for display purposes.

**Commercial Vehicles**

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

**Recreational Vehicles, Boats, Etc.**

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

**Telecommunication Aerials, Antennae And Dishes**

The Owner proposes to enter into an agreement for the installation of a fibre to the home system in the estate. Free to air stations and pay TV services are only available through a separate antenna or satellite dish, which must be located on a rear elevation and installed below the ridge line of the roof with a maximum protrusion above the ridge line of 100 millimetres.



- v) projecting sill courses to windows;
- vi) a verandah with a minimum depth of 1500mm which comprises a minimum of 50% of the front elevation of the residence;
- vii) cement render finish to the walls of the front elevation of the residence; or
- viii) a feature wall in contrasting material or colour.

#### **Fencing**

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

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

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

Side boundary fencing must not be less than 1800mm in height and constructed in Colorbond® in the colour "Grey Ridge". Secondary street boundary (being a side boundary which faces a street) fencing must consist of Colorbond® in the colour "Grey Ridge", masonry or rendered masonry to match the residence or open style pool fencing.

#### **Outbuildings**

Outbuildings are permitted and shall be constructed of the same materials as the residence except that storage outbuildings of 10 square metres or less may be constructed of Colorbond® and must not protrude more than 300mm above a fence line.

#### **Site Levels**

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

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

#### **Air Conditioning Or Cooling Unit/Solar Hot Water Units**

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

#### **Landscaping**

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

#### **Street Trees**

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

#### **Signs**

The registered proprietor is **NOT TO** erect, display or allow any sign, hoarding or advertising other than:

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

#### **Washing Lines/Rubbish Bins**

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

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**Annexure 'B'**  
**Heron Park – Stage 26**  
**Development Conditions and Building Guidelines**

**Introduction**

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

**Building Plan Approval**

Two sets of elevation drawings, site and floor plans must be submitted to the Heron Park Project Managers (Satterley Property Group, Level 3, 27-31 Troode Street, West Perth) prior to the plans being submitted to the City of Armadale under the normal building approval procedure.

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

**Development**

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

**Materials:****External Walls:**

External walls will be constructed with predominantly painted or rendered concrete, rendered masonry, clay bricks, limestone, natural coloured concrete blockwork, split face block feature walls, timber or weatherboard which has a stained or painted finish, fibre cement cladding, metal deck cladding, custom orb and/or mini orb, reverse brick veneer or composite materials (including a mixture of fibre cement products) or other similar material finished in facework or render.

**Roofing:**

Clay or concrete tiles, slate or Colorbond® metal roofing in accordance with the City of Armadale requirements are acceptable.

The following parameters for the various roof designs are required:

- a) Flat roof designs to be between 1 and 5 degrees;
- b) Skillion roof designs to be between 10 and 15 degrees; and
- c) Hip and Gable roof designs to be no less than 24 degrees.

**Driveways:**

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

**Setbacks**

As per the Residential Design Codes and City of Armadale policies and in compliance with Local Development Plans (LDPs) where applicable.

**Facades**

The facades to public domains (for example roads, public open space areas and the like) must be attractive to achieve home design excellence. The following requirements must be considered in the design of the residence:

- a) Front elevations must comprise of a minimum of two different wall materials or two different wall colours;
- b) Wall materials/colours must comprise of not less than 10% of the total front elevation; and
- c) Front elevations must incorporate at least two of the following architectural features:
  - i) gable;
  - ii) gablet;
  - iii) one arch to the brickwork of the front façade with projecting masonry corbels;
  - iv) a portico with a minimum width of 1500mm that projects forward from the main roof of the front of the residence;

- o) A television or radio antenna and a satellite dish unless located on a rear elevation and installed below the ridge line of the roof with a maximum protrusion above the ridge line of 100 millimetres.
- p) An outbuilding or shed of up to 10 square metres in floor area unless constructed of the same materials as the residence or Colorbond® and it does not protrude more than 300mm above the fence line and is otherwise in compliance with the building requirements of City of Armadale.
- q) Any outbuilding or shed greater than 10 square metres in floor area unless constructed of the same materials as the residence.
- r) Any outbuilding or shed on or within any yard on part of the land which abuts any public open space.
3. **NOT TO** park or allow to be parked on the land or on the road or on any other land near to or next to the land, any commercial vehicles (being vehicles which have an aggregate weight greater than 3.5 tonnes or a height greater than 2.0 metres).
4. **NOT TO** park caravans, trailers, boats or any other similar recreational machinery (**vehicles**) on the land or on the road or on any other land near to or next to the land unless the vehicles are parked wholly in accordance with the requirements of the City of Armadale and are housed in a screened location behind the front building setback line.
5. That where retaining walls or fences have been erected on any of the boundaries of the land by the Owner:
- a) **NOT TO** alter or remove any of the retaining walls or fences except for the construction of a parapet wall in accordance with an approval from the City of Armadale;
- b) **NOT TO** allow or permit the retaining walls or fences to fall into a state of disrepair; and
- c) **NOT TO** repair or renew such retaining walls or fences except in the same style and colour as the existing retaining walls or fences.
6. That if retaining walls or fences have been erected on any of the boundaries of the land by the Owner, **NOT TO** alter the level of the surface of the land by elevating the level by more than 300 millimetres.
7. **NOT TO** erect or display or cause to be erected or displayed on the land any sign hoarding or advertising of any description whatsoever other than:
- a) a sign erected by a builder of the residence in accordance with the Builders Registration Act during the period of construction of the residence; or
- b) a "FOR SALE" sign which may be erected after completion and occupation of a residence on the land; or
- c) a "FOR SALE" sign which may be erected at the expiration of a period of five years from the date of registration of the Transfer of Land relating to the purchase from the Owner, if a residence has not been completed at that time.
- The registered proprietor of the land from time to time, must not prohibit and hereby gives an irrevocable authority to the Owner and its servants and agents to enter the land for the purposes of removing any sign erected in breach of this covenant.
8. **NOT TO** breach or cause to be breached the **Heron Park Development Conditions and Building Guidelines** relating to the land a copy of which is attached and marked Annexure 'B'.
9. For the purposes of these restrictive covenants, "Local Development Plan" means the local development plan lodged with City of Armadale relating to the subdivision and development of the Owner's land of which the land forms part and which is part of the subdivision approval granted by WAPC to the Owner.

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- c) A garage which, if not located under the main roof of the residence is not constructed in the same materials as the residence.
- d) A residence, unless a driveway and the crossover between the road and the parking area on the land are constructed and completed prior to occupation of the residence.
- e) A driveway which is:
- i) wider than 6 metres at the street boundary of the land;
  - ii) less than 0.6 metres from any side boundary of the land;
  - iii) not constructed of brick or block paving, poured limestone or patterned concrete;
  - iv) constructed of grey or painted concrete.
- f) A residence, unless all ground areas which are visible from the street or any public open space adjoining or near the land (**visible areas**) is properly landscaped within 6 months after completion of the residence. "Properly landscaped" means that all visible areas must be cleared and grassed, planted or otherwise covered with a beautifying surface.
- g) Subject to paragraphs (h) and (j), any side boundary fence which adjoins another lot unless it is:
- i) not less than 1800mm in height; or
  - ii) constructed of materials known as Colorbond® or similar in the colour of "Grey Ridge" on both sides, and is capped.
- h) Subject to paragraph (h), any fence on any side boundary which faces on to a street unless it is:
- i) not less than 1800mm in height;
  - ii) constructed of materials known as Colorbond® or similar in the colour of "Grey Ridge" on both sides, and is capped; or
  - iii) constructed of masonry or rendered masonry to match the residence; or
  - iv) constructed of open style pool fence materials (including an open picket fence).
- i) Any other fence (not being a side fence) which extends forward of the building set back line (unless it is part of a courtyard attached to the residence and is:
- i) not more than 1500 mm in height;
  - ii) constructed of masonry or rendered masonry to match the residence; or
  - iii) constructed of open style pool fence materials (including open picket fence).
- j) A residence, unless all side and rear boundary fencing is constructed and completed at the same time as, or prior to, occupation of the residence.
- k) A letterbox which is not located adjacent to the driveway on the land, is not clearly numbered or does not match or complement the residence.
- l) An air conditioner or evaporative cooler, unless:
- i) contained wholly within the residence; or
  - ii) it is located on a rear elevation and is installed below the ridge line of the roof and has a maximum protrusion above the ridge line of not more than 300mm;
  - iii) it is located on the rear half of a side elevation of the residence; or
  - iv) contained within the roof space between the ceilings of the residence and the underside of the roof of the residence or on a side or rear wall of the residence,
- AND:
- v) it is not located on the front elevation of the residence; and
  - vi) is of similar colour to the roof of the residence.
- m) A solar hot water heater, unless it is located on a side or rear elevation of the residence, fits the roof profile and is not elevated at an angle to the roof profile and otherwise matches or complements the residence.
- n) A clothes line or a rain water tank except in accordance with the manufacturer's instructions and which is not screened from public view from the street at the front of the residence.

**Annexure 'A'**  
**Heron Park Estate - Stage 26**  
**Restrictive Covenants**

The Owner (which expression includes the Transferees, assignees and successors of the Owner) covenants:

1. **NOT TO** construct, erect or install or permit to be constructed, erected or installed on the land hereby transferred (the **land**):-
  - a) A residence which is not a permanent non-transportable private residence (a **residence**)
  - b) A residence which does not comprise as its floor, a one piece concrete slab construction.
  - c) A residence with a flat roof (excluding any part of the roof which covers verandah areas) unless the roof pitch is between 1° and 5°.
  - d) Subject to clause 1(e), a residence, where the roof is pitched, and the roof pitch is less than 24° (excluding any part of the roof which covers verandah areas).
  - e) A residence which has a roof:
    - i) which is skillion roof, unless the roof pitch is between 10° and 15° (excluding any part of the roof which covers verandah areas); and
    - ii) which contains a hip and gable unless the pitch of the gable is no less than 24°.
  - f) A residence which has access through a rear laneway and provides for vehicular access other than by that laneway.
  - g) A residence or any other improvements constructed on the land which does not comply with the Local Development Plan.
2. **NOT TO** construct, erect or install or permit to be constructed, erected or installed on the land:
  - a) A residence or any alteration or addition to a residence:-
    - i) which does not have a front elevation comprised of a minimum of 2 different wall materials or 2 different wall colours;
    - ii) subject to paragraph (a)(i), using wall materials which are not either predominantly painted or rendered concrete, rendered masonry, clay bricks, limestone, natural coloured concrete blockwork, split face block feature walls, timber or weatherboard which has a stained or painted finish, fibre cement cladding, metal deck cladding, custom orb and/or mini orb, reverse brick veneer or composite materials (including a mixture of fibre cement products) or other similar material finished in facework or render, provided that each of those materials used comprise not less than 10% of the total front elevation wall area (excluding windows) of the residence;
    - iii) using roof materials which are not concrete or clay tiles, slate or Colorbond®;
    - iv) using roof materials known as zincalume or other reflective material; and
    - v) which is transported or is a transportable residence.
  - b) a residence which does not contain at least two of the following features:
    - i) a gable;
    - ii) a gablet;
    - iii) one arch to the brickwork of the front façade with projecting masonry corbels;
    - iv) a portico with a minimum width of 1500 millimetres that projects forward from the main roof of the front of the residence;
    - v) projecting sill courses to windows;
    - vi) a verandah with a minimum depth of 1500 millimetres which comprises a minimum of 50% of the front elevation of the residence;
    - vii) a cement render finish to the walls of the front elevation of the residence; or
    - viii) a feature wall in contrasting material or colour.

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**3 Separate and Distinct Covenant**

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

**4 Term of Restrictive Covenants**

The restrictive covenants shall expire on the day being 8 years after the date of first issue of the certificates of title for the lots on the Plan after which date the covenants will cease to have any further effect.

**5 Enforcement**

The Owner accepts no responsibility for the enforcement of the restrictive covenants, but reserves the right to do so, so long as it is the registered proprietor of a lot.

**6 Definitions**

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

**Schedule**

**1 The Land:**


Lot 9039 on Deposited Plan 411175 and being the whole of the land in Certificate of Title Volume 2938 Folio 325.

**2 Encumbrances**


Nil.

**Executed** as a deed.

Executed by **Harrisdale Developments Pty Ltd** ACN 145 750 625 in accordance with section 127 of the *Corporations Act 2001* (Cth):

  
\_\_\_\_\_  
Director's signature

**David Conrad Williams**  
\_\_\_\_\_  
Director's name (please print)

  
\_\_\_\_\_  
Director/Secretary's signature

**Anthony Robert Carr**  
\_\_\_\_\_  
Director/Secretary's name (please print)



FORM B2

Form Approval  
No. B2620

WESTERN AUSTRALIA  
TRANSFER OF LAND ACT 1893 AS AMENDED

## BLANK INSTRUMENT FORM

Restrictive Covenant

(Note 1)

Pursuant to Section 136D of the *Transfer of Land Act 1983*

**Date**

1 March

2018

**Parties**

Harrisdale Developments Pty Ltd ACN 145 750 625 of Level 3, 27-31 Troode Street WEST PERTH WA 6005  
(Owner)

**Background**

- A The Owner is the registered proprietor of the land described in the Schedule to this deed (**Land**) subject to the encumbrances referred to in the Schedule.
- B The Owner intends to subdivide the Land and has lodged a plan of subdivision with the Western Australian Planning Commission which has been approved and is now known as Deposited Plan 413452 (**Plan**).
- C In accordance with Section 136D of the *Transfer of Land Act 1983* the Owner requires each of the lots on the Plan (**lots**) other than Lot 9040 (**Excluded Lot**) to be encumbered by the restrictive covenants set out in Annexure 'A' hereto (**restrictive covenants**), so that the restrictive covenants will be noted on the Plan and on each Certificate of Title that issues for the lots (other than the Excluded Lot).

**Operative Part:**

This deed witnesses as follows:

### 1 Certificates of Title – Burden and Benefit

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

### 2 Restrictive Covenants

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

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

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**Document Notes:**

IMPORTANT: THIS PAGE FORMS PART OF DOCUMENT [N847617] AND MAY CONTAIN REFERENCES TO AMENDMENTS OR CORRECTIONS TO THE DOCUMENT

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4/7/2018 11:17:53

Registration date amended to 4.7.2018 at 9.00 hours due to lot sync process. See letter from lodging party in Application N847616.