

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



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NOTICE: Contracts must be lodged with the Office of State Revenue for duty assessment within two (2) months of the date the last person executes the Contract
WARNING - If the Buyer is not an Australian Citizen or Permanent Resident or a New Zealand Citizen then FIRB approval (and a special condition to this Contract) may be required.
WARNING - If the Purchase Price is \$750,000 or more a Withholding Tax may apply to this Contract (see 2022 General Condition 3.7).
WARNING - If GST is relevant to this transaction then the relevant GST provision should be outlined in the Special Conditions or in an attached GST Annexure, which forms part of this Contract.

TO:
Address
Suburb State Postcode

As Agent for the Seller / ~~Buyer~~

THE BUYER

Name
Address
Suburb State Postcode
Name
Address
Suburb State Postcode

EMAIL: The Buyer consents to Notices being served at:

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

Sole owner Joint Tenants Tenants in Common specify the undivided shares

SCHEDULE

The **Property** at:

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

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

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

Purchase Price

Settlement Date

Property Chattels including

GST WITHHOLDING

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

FINANCE CLAUSE IS APPLICABLE

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

FINANCE CLAUSE IS NOT APPLICABLE

Signature of the Buyer if Finance Clause IS NOT applicable

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

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CONDITIONS

1. SUBJECT TO FINANCE

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

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

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

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

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

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

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

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

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

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

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

1.4 Finance Approval: Approval Notice Given

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

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

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

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

1.6 Buyer Must Keep Seller Informed: Evidence

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

1.7 Right To Terminate

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

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

1.8 Waiver

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

1.9 Definitions

In this Clause:

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

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

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

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

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

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

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

Latest Time means:

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

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

Mortgage Broker means 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.

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SPECIAL CONDITIONS - Continued

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

Signature		Date		Signature	
Signature		Date		Signature	

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

Name

Address

Suburb **State** **Postcode**

Name

Address

Suburb **State** **Postcode**

EMAIL: The Seller consents to Notices being served at:

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

Signature		Date		Signature	
Signature		Date		Signature	

<p>RECEIPT OF DOCUMENTS</p> <p>The Buyer acknowledges receipt of the following documents:</p> <ol style="list-style-type: none"> This offer and acceptance Strata disclosure & attachments (if strata) 2022 General Conditions <input type="text" value="Certificate of Title"/> <p><input type="text" value="5. Annexure of Changes to General Conditions (form 198)"/></p> <p>Signature <input type="text"/></p> <p>Signature <input type="text"/></p>	<p>RECEIPT OF DOCUMENTS</p> <p>The Seller acknowledges receipt of the following documents:</p> <ol style="list-style-type: none"> This offer and acceptance 2022 General Conditions <input type="text" value="Annexure of Changes to General Conditions (form 198)"/> <p>Signature <input type="text"/></p> <p>Signature <input type="text"/></p>
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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 type="text"/>	<input type="text"/>
Signature	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>

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04/22

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

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

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

Buyer

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Seller

Signature _____

Name Ann Marie McMahon

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR MAJOR STRUCTURAL DEFECTS



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ANNEXURE A

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

45 Fernleaf Loop, 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 ~~Consultant~~ **Registered Builder** . It is not a special purpose report, nor an all-encompassing report dealing with every aspect of the Property. The Report should only be a reasonable attempt to identify Major Structural Defects to the Building structure pursuant to Appendix "A" of the Standard. The presence of defects will only be relevant in this Annexure when the defects are a Major Structural Defect.
 - 9.7 "Standard" means Australian Standard AS 4349-2007 (as amended from time to time) Inspections of buildings Part 1: Pre-purchase Structural Inspection - Residential buildings).
 - 9.8 "Work" means the work required to rectify the Major Structural Defects set out in the Major Structural Defects Notice.
 - 9.9 Words not defined in this Annexure have the same meaning as defined in the Standard or the 2018 General Conditions.

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR TIMBER PESTS



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ANNEXURE B

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

45 Fernleaf Loop, Piara Waters WA 6112

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

TITLE NUMBER

Volume Folio

2896 705

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 309 ON DEPOSITED PLAN 404327

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

ANN MARIE MCMAHON OF 4/77 ARMAGH STREET VICTORIA PARK WA 6979

(T N561827) REGISTERED 23/2/2017

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

1. RESTRICTIVE COVENANT BENEFIT - SEE DEPOSITED PLAN 404327 AND INSTRUMENT N158039
2. RESTRICTIVE COVENANT BURDEN - SEE DEPOSITED PLAN 404327 AND INSTRUMENT N158039
3. N561828 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA REGISTERED 23/2/2017.

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.

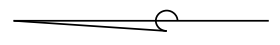
SKETCH OF LAND: DP404327
PREVIOUS TITLE: 2895-469
PROPERTY STREET ADDRESS: 45 FERNLEAF LOOP, PIARA WATERS.
LOCAL GOVERNMENT AUTHORITY: CITY OF ARMADALE



FOR HEADING SEE SHEET 1
 FOR INTERESTS AND NOTIFICATIONS SEE SHEET 2
 LIMITED IN DEPTH TO 60.96 METRES



9002
 SEE SHEET 1

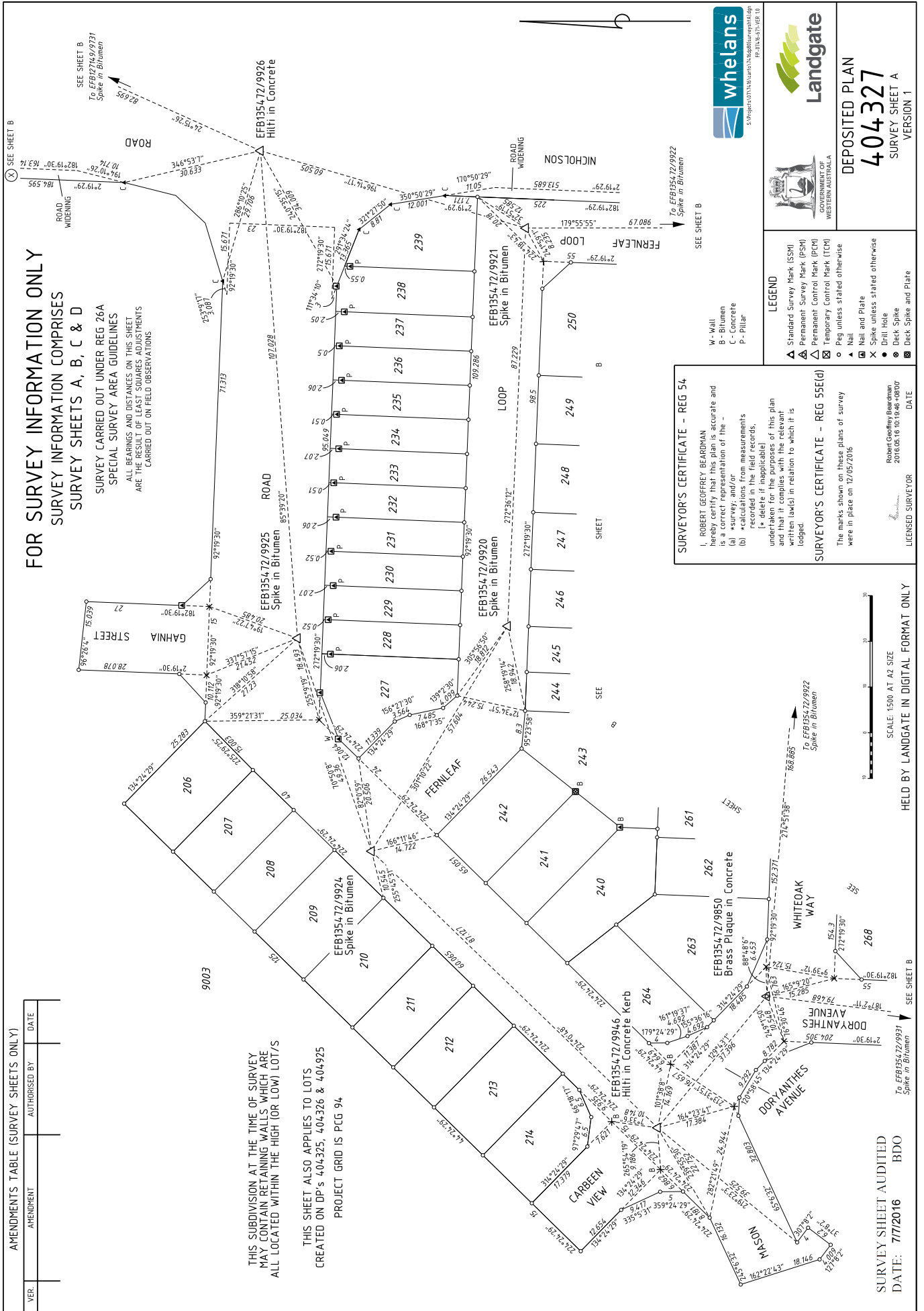


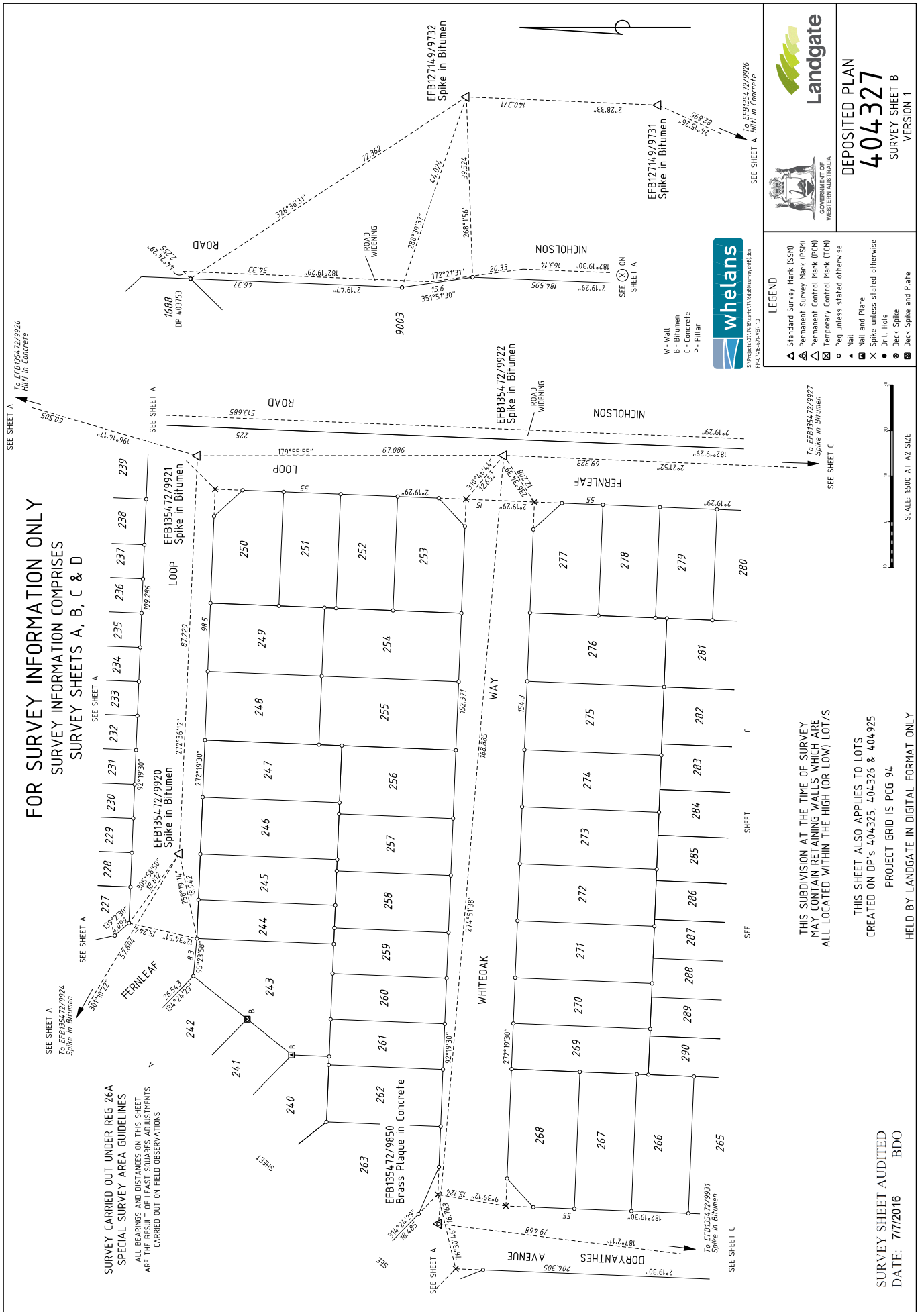
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 75-100/101/102/103/104/105/106/107/108/109/110/111/112/113/114/115/116/117/118/119/120/121/122/123/124/125/126/127/128/129/130/131/132/133/134/135/136/137/138/139/140/141/142/143/144/145/146/147/148/149/150/151/152/153/154/155/156/157/158/159/160/161/162/163/164/165/166/167/168/169/170/171/172/173/174/175/176/177/178/179/180/181/182/183/184/185/186/187/188/189/190/191/192/193/194/195/196/197/198/199/200/201/202/203/204/205/206/207/208/209/210/211/212/213/214/215/216/217/218/219/220/221/222/223/224/225/226/227/228/229/230/231/232/233/234/235/236/237/238/239/240/241/242/243/244/245/246/247/248/249/250/251/252/253/254/255/256/257/258/259/260/261/262/263/264/265/266/267/268/269/270/271/272/273/274/275/276/277/278/279/280/281/282/283/284/285/286/287/288/289/290/291/292/293/294/295/296/297/298/299/300/301/302/303/304/305/306/307/308/309/310/311/312/313/314/315/316/317/318/319/320/321/322/323/324/325/326/327/328/329/330/331/332/333/334/335/336/337/338/339/340/341/342/343/344/345/346/347/348/349/350/351/352/353/354/355/356/357/358/359/360/361/362/363/364/365/366/367/368/369/370/371/372/373/374/375/376/377/378/379/380/381/382/383/384/385/386/387/388/389/390/391/392/393/394/395/396/397/398/399/400/401/402/403/404/405/406/407/408/409/410/411/412/413/414/415/416/417/418/419/420/421/422/423/424/425/426/427/428/429/430/431/432/433/434/435/436/437/438/439/440/441/442/443/444/445/446/447/448/449/450/451/452/453/454/455/456/457/458/459/460/461/462/463/464/465/466/467/468/469/470/471/472/473/474/475/476/477/478/479/480/481/482/483/484/485/486/487/488/489/490/491/492/493/494/495/496/497/498/499/500/501/502/503/504/505/506/507/508/509/510/511/512/513/514/515/516/517/518/519/520/521/522/523/524/525/526/527/528/529/530/531/532/533/534/535/536/537/538/539/540/541/542/543/544/545/546/547/548/549/550/551/552/553/554/555/556/557/558/559/560/561/562/563/564/565/566/567/568/569/570/571/572/573/574/575/576/577/578/579/580/581/582/583/584/585/586/587/588/589/590/591/592/593/594/595/596/597/598/599/600/601/602/603/604/605/606/607/608/609/610/611/612/613/614/615/616/617/618/619/620/621/622/623/624/625/626/627/628/629/630/631/632/633/634/635/636/637/638/639/640/641/642/643/644/645/646/647/648/649/650/651/652/653/654/655/656/657/658/659/660/661/662/663/664/665/666/667/668/669/670/671/672/673/674/675/676/677/678/679/680/681/682/683/684/685/686/687/688/689/690/691/692/693/694/695/696/697/698/699/700/701/702/703/704/705/706/707/708/709/710/711/712/713/714/715/716/717/718/719/720/721/722/723/724/725/726/727/728/729/730/731/732/733/734/735/736/737/738/739/740/741/742/743/744/745/746/747/748/749/750/751/752/753/754/755/756/757/758/759/760/761/762/763/764/765/766/767/768/769/770/771/772/773/774/775/776/777/778/779/780/781/782/783/784/785/786/787/788/789/790/791/792/793/794/795/796/797/798/799/800/801/802/803/804/805/806/807/808/809/810/811/812/813/814/815/816/817/818/819/820/821/822/823/824/825/826/827/828/829/830/831/832/833/834/835/836/837/838/839/840/841/842/843/844/845/846/847/848/849/850/851/852/853/854/855/856/857/858/859/860/861/862/863/864/865/866/867/868/869/870/871/872/873/874/875/876/877/878/879/880/881/882/883/884/885/886/887/888/889/890/891/892/893/894/895/896/897/898/899/900/901/902/903/904/905/906/907/908/909/910/911/912/913/914/915/916/917/918/919/920/921/922/923/924/925/926/927/928/929/930/931/932/933/934/935/936/937/938/939/940/941/942/943/944/945/946/947/948/949/950/951/952/953/954/955/956/957/958/959/960/961/962/963/964/965/966/967/968/969/970/971/972/973/974/975/976/977/978/979/980/981/982/983/984/985/986/987/988/989/990/991/992/993/994/995/996/997/998/999/1000

Robert Geoffrey Beardman
 2015-10-22 10:58:46 +0800
 LICENSED SURVEYOR DATE



DEPOSITED PLAN
404327
 SHEET 3 OF 3 SHEETS - VERSION 1
 (PLUS SURVEY SHEETS)





DEPOSITED PLAN
404327
 SURVEY SHEET B
 VERSION 1

GOVERNMENT OF
 WESTERN AUSTRALIA

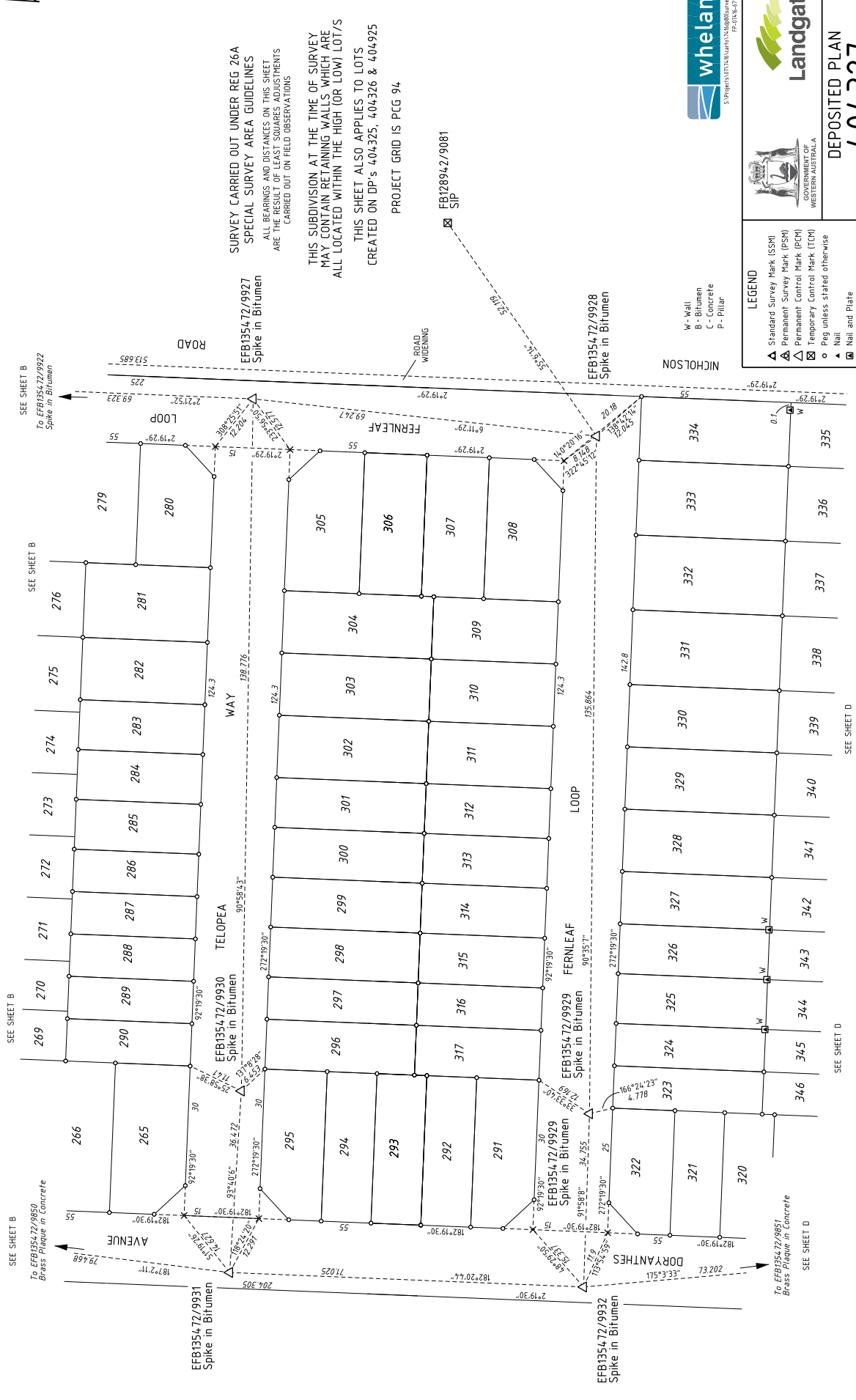
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LEGEND

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

FOR SURVEY INFORMATION ONLY
SURVEY INFORMATION COMPRISES
SURVEY SHEETS A, B, C & D

AMENDMENTS TABLE (SURVEY SHEETS ONLY)		
VER.	AMENDMENT	DATE



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

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

THIS SHEET ALSO APPLIES TO LOTS CREATED ON DP'S 404325, 404326 & 404925

PROJECT GRID IS PCG 94

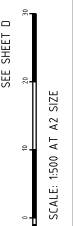
5. Waplesbury Street, Perth WA 6000
 P: 08 9447 1000

DEPOSITED PLAN
404327
 SURVEY SHEET C
 VERSION 1

LEGEND

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

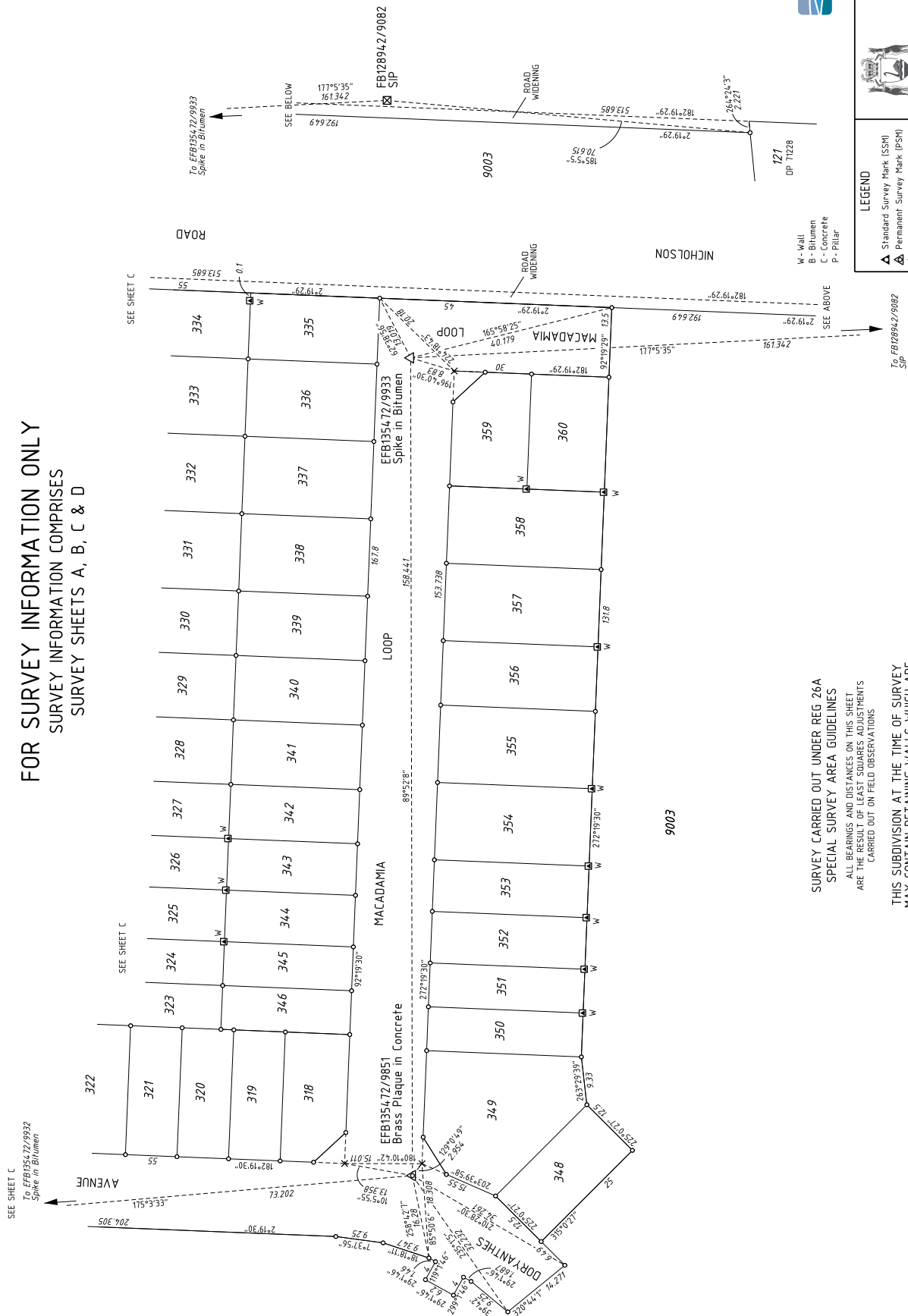
W - Wall
 B - Bitumen
 C - Concrete
 P - Pillar



HELD BY LANDGATE IN DIGITAL FORMAT ONLY

SURVEY SHEET AUDITED
 DATE: 7/7/2016
 BDO

FOR SURVEY INFORMATION ONLY
 SURVEY INFORMATION COMPRISES
 SURVEY SHEETS A, B, C & D



DEPOSITED PLAN
404327
 SURVEY SHEET D
 VERSION

- LEGEND**
- ▲ Standard Survey Mark (SSM)
 - △ Permanent Survey Mark (PSM)
 - ⊠ Permanent Control Mark (PCM)
 - ⊡ Temporary Control Mark (TCM)
 - Peg unless stated otherwise
 - ▲ Nail
 - ⊠ Nail and Plate
 - ✕ Spike unless stated otherwise
 - Drill Hole
 - Deck Spike
 - ⊠ Deck Spike and Plate

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

THIS SUBDIVISION AT THE TIME OF SURVEY
 MAY CONTAIN RETAINING WALLS WHICH ARE
 ALL LOCATED WITHIN THE HIGH (OR LOW) LOT/S
 THIS SHEET ALSO APPLIES TO LOTS
 CREATED ON DP's 404325, 404326 & 404925
 PROJECT GRID IS PCG 94

SURVEY SHEET AUDITED
 DATE: 7/17/2016 BDO

HELPED BY LANDGATE IN DIGITAL FORMAT ONLY



Deposited Plan 404327

Lot	Certificate of Title	Lot Status	Part Lot
291	2896/701	Registered	
292	2896/702	Registered	
307	2896/703	Registered	
308	2896/704	Registered	
309	2896/705	Registered	
310	2896/706	Registered	
311	2896/707	Registered	
312	2896/708	Registered	
313	2896/709	Registered	
314	2896/710	Registered	
315	2896/711	Registered	
316	2896/712	Registered	
317	2896/713	Registered	
322	2896/714	Registered	
323	2896/715	Registered	
324	2896/716	Registered	
325	2896/717	Registered	
326	2896/718	Registered	
327	2896/719	Registered	
328	2896/720	Registered	
329	2896/721	Registered	
330	2896/722	Registered	
331	2896/723	Registered	
332	2896/724	Registered	
333	2896/725	Registered	
334	2896/726	Registered	
9002	2896/727 (Cancelled)	Retired	
0	N/A	Registered	
0	N/A	Retired	
0	N/A	Registered	

INSTRUCTIONS

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

NOTES

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

EXAMINED

OFFICE USE ONLY

N158039 RC

26 Oct 2015 16:30:00 Perth



LODGED BY

ADDRESS

JACKSON McDONALD SERVICES PTY LTD
PHONE No. Level 17, 225 St Georges Terrace
PERTH WA 6000
FAX No. Tel: 9426 6611
Fax: 6267 8183
Landgate Box 152Y

REFERENCE No.

ISSUING BOX No.

PREPARED BY JACKSON McDONALD

ADDRESS Level 17, 225 St Georges Terrace
PERTH WA 6000
Ref: MYS:SQM:7156448
Doc #mys 5586594_1
DP 404327
Newhaven Grove Stage 3

PHONE No. (08) 9426 6611

FAX No. (08) 9481 8649

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

2/3

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. _____	Received Items	0
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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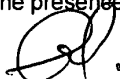


EXECUTED by the Registered Proprietor as a Deed.

SIGNED by Damian John Shephard)
as Attorney for **STOCKLAND WA**)
DEVELOPMENT PTY LTD)
(ACN 000 097 825))
under Power of Attorney M120749)
in the presence of:)



Attorney Signature



Witness Signature

TIMOTHY THUNG

Witness Name:

41-12/263 ADELAIDE TCE, PERTH

Witness Address:

Property.

Witness Occupation:

SCHEDULE

1. Subdivision Land

Lot 9001 on Deposited Plan 404326 the whole of the land contained in Certificate of Title Volume Folio

2. Burdened Lots

Lots 291, 292, 307-317 and 322-334 on Deposited Plan 404327.

3. Benefited Lots

Lots 291, 292, 307-317 and 322-334 on Deposited Plan 404327.

4. Encumbrances

Nil.



or

- (ii) has a roof and design features consistent with the form and materials of the Residence;
 - (j) the Residence has a garage:
 - (i) which is not setback in accordance with the Local Development Plan (if applicable); or
 - (ii) which does not have a garage door prior to occupation;
 - (k) the Residence has a Carport located forward of the Main Building Line which has more than one solid wall;
 - (l) the driveway or crossover is:
 - (i) not completed before occupation of the Residence; or
 - (ii) constructed from plain grey concrete;
 - (m) any roof mounted items are visible from the street or public space, including but not limited to satellite dishes, TV aerials, external hot water services, water tanks, air conditioning units and heating units unless they are located in such a way to minimise their impact on the visual quality and amenity of the area or unless the roof mounted item is a solar panel or solar collector for hot water units and that panel or collector is oriented to maximise its effectiveness;
 - (n) any ground mounted services including but not limited to heating and cooling units, rubbish disposal containers, swimming pool equipment, rainwater tanks, clothes hoists and washing lines, are not screened from view from the public domain, except, in the case of rubbish bins, on local authority collection days;
 - (o) any shed or outbuilding Constructed on the Land is not within the Main Building Line and Secondary Street Building Line unless the shed or outbuilding is not visible from any street or public space; and
 - (p) soak wells are not installed with sufficient capacity to store all captured rainwater for storms up to and including five (5) year events.
- 3.2 It will not alter, remove or allow to fall into disrepair any fence, retaining wall or entry statement installed by the Registered Proprietor on the Land.
- 3.3 It will not Construct any retaining wall visible from the street or other public space:
- (a) unless of materials matching the materials used on the retaining walls installed by a Registered Proprietor; or
 - (b) containing pre-cast concrete "panel and post".
- 4. Separate and Distinct**
- 4.1 Each Restrictive Covenant is a separate and distinct Restrictive Covenant.
- 4.2 If any Restrictive Covenant or its application to any person or circumstance is or becomes invalid or unenforceable then the remaining Restrictive Covenants will not be affected and each remaining Restrictive Covenant will be valid and enforceable to the fullest extent permitted by law.
- 5. Expiry of Restrictive Covenant**
- 5.1 The Registered Proprietor and the owner of the Land from time to time covenant and agree that this Restrictive Covenant will expire on 1 November 2025.

- B. the elevation abutting the Public Reserve:
 - 1. does not have an Articulated Façade mirrored in the roof design; or
 - 2. does not include at least one Architectural Feature visible from the Public Reserve;
- (d) the Land is a Corner Lot and:
 - (i) the Residence:
 - A. does not address both streets through its design by extending the Primary Street elevation features, colours, materials and Architectural Features, onto the Secondary Street elevation forward of a Return Fence; or
 - B. has an exposed Secondary Street Façade which does not incorporate a window from a Habitable Room with a clear view of the Secondary Street (excluding highlight windows); or
 - (ii) the fencing adjacent to the Secondary Street is:
 - A. more than 1.8 metres high;
 - B. not Constructed of Colorbond colour Teatree (unless otherwise approved by the Registered Proprietor); or
 - C. not set back 4.0 metres or more from the corner truncation;
- (e) the roof to the Residence:
 - (i) does not have:
 - A. a minimum pitch of 24° for hipped and Gabled roofs;
 - B. a minimum pitch of 8° and a maximum pitch of 15° for skillion roofs; or
 - C. eaves or window overhangs to a minimum dimension of 400 millimetres on the primary and secondary elevations except secondary elevations facing south;
 - (ii) has any flat roofs which are not concealed from view from any Primary or Secondary Street or from any Public Reserve by a parapet wall;
- (f) the rear fencing on the Land is:
 - (i) more than 1.8 metres high; or
 - (ii) not Constructed of Colorbond colour Teatree;
- (g) the side boundary fencing on the Land:
 - (i) is more than 1.8 metres high;
 - (ii) is not constructed of Colorbond colour Teatree; or
 - (iii) returns to the Residence less than 1.0 metre behind the front Façade;
- (h) the front fencing on the Land is:
 - (i) more than 1.8 metres high,
 - (ii) not 50% visually permeable above 1.2 metres high;
 - (iii) not Constructed in materials and colours consistent or complementary with the external wall finishes of the Primary Street elevation of the Residence;
- (i) the Residence does not have a garage, or Carport, which:
 - (i) is sufficient for at least 2 motor vehicles side by side if the land is wider than 13 metres;

Residence.

- 2.24 "Secondary Street" means the road which intersects or adjoins the primary street and does not include the main entry to the Residence.
- 2.25 "Secondary Street Building Line" means the line of the front face of the bricks of the side wall of the Residence facing the Secondary Street.
- 2.26 "Verandah" means a shading structure which has its own separate roof and must be supported by posts, pillars or piers.
- 2.27 "Window Hood" means a structure which is attached to the building and is designed to provide shading to windows.
- 2.28 "Window Overhang" means a structure built into the Residence that shades windows as a substitute to eaves.

3. Restrictive Covenants

The owner, from time to time, of the Land covenants with the registered proprietor of each Benefitted Lot as follows:

3.1 It will not Construct a Residence if:

(a) the Primary Street elevation:

(i) does not have:

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

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

(iii) has a parapet wall:

- A. with gutters that are not concealed; or
- B. that extends forward of the Main Building Line (excluding garages on the boundary);

(b) the Land is less than 13m wide, and:

- (i) the Primary Street Façade does not have at least one window of a Habitable Room overlooking the street or Public Reserve;
- (ii) the Residence has a double garage and does not have an entry feature or room located forward of the garage, but this clause 3.1(b)(ii) does not apply to Laneway access homes; or
- (iii) more than two of the adjacent residences have been or are being Constructed by the Registered Proprietor and the Residence does not have an identifiably different Façade, excluding complementary materials and colour palettes;

(c) the Residence directly abuts a Public Reserve and if vehicle access is via a:

- (i) Laneway and the Public Reserve elevation is not the primary Façade; or
- (ii) Mews or street:
 - A. the mews or street elevation is not the primary Façade; or

- (h) elevated eaves height with a feature recess or similar detail to the forward/projected part of the roof with an attached, projected feature wall or similar; and
- (i) secondary colour or material eg: contrasting render, brick, weatherboard, stone (minimum 20% of the elevation).
- 2.2 "Articulated Façade" means variations to the elevation through projections and indentations in the floor plan resulting in the creation of shadows and depth to add visual interest.
- 2.3 "Carport" means an open, self supporting structure or a structure under the main roof of the Residence supported by posts, pillars or piers.
- 2.4 "Constructed" means:
- (a) constructed, erected, installed or carried out; and
- (b) permitted to be constructed, erected, installed or carried out,
on the Land.
- 2.5 "Corner Lot" means a lot located at the junction of 2 streets, a street and mews or at the junction of a street and public reserve.
- 2.6 "Entry Pergola" means an entry feature with a separate permeable roof and supported by pillars or piers.
- 2.7 "Façade" means the face of the Residence especially the primary or front elevation showing its most prominent Architectural Features.
- 2.8 "Gable" means a triangular top section of a wall on a building with a pitched roof.
- 2.9 "Gambrel" means a triangular feature within the roof structure most commonly finished with timber or weatherboard cladding.
- 2.10 "Habitable Room" includes all living rooms, kitchens and bedrooms, but not bathrooms, WCs or circulation space.
- 2.11 "Land" means the land specified in the Certificate of Title to each individual Burdened Lot.
- 2.12 "Laneway" means a narrow local street without a verge which is located along the rear or side boundary of a lot.
- 2.13 "Louvre Window" means a framed opening, as in a wall, door, or window, fitted with fixed or movable horizontal slats for admitting air and light and shedding rain.
- 2.14 "Main Building Line" means the line measured from the front-most habitable room on the Primary Street elevation of the Residence not the projection of a feature.
- 2.15 "Masonry Gateway Wall" means a self-supporting structure usually detached to the main dwelling and located in front of the primary entry.
- 2.16 "Mews" means a narrow local street without a verge located along the front boundary of a lot.
- 2.17 "Portico" means an entry feature with a separate roof and supported by posts, pillars or piers.
- 2.18 "Primary Street" means the road where the front elevation of the Residence will be situated according to the relevant Local Development Plan (if any) which includes the main entry to the Residence.
- 2.19 "Projecting Blade Wall" means a wall which projects forward of adjacent walls, is perpendicular to the Façade and usually extends past the gutter line.
- 2.20 "Public Reserve" means any parkland, bushland or wetland designated as public open space within the residential community of which the Subdivision Land forms part.
- 2.21 "Registered Proprietor" means, as the case requires, the respective registered proprietor of the Subdivision Land identified in Item 1 of the Schedule.
- 2.22 "Residence" means the residence or residences to be Constructed on the Land.
- 2.23 "Return Fence" means a fence that extends from the Secondary Street fencing to the side of the

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

(Note 1)

THIS DEED is made the 22nd day of October 2015

BY:

STOCKLAND WA DEVELOPMENT PTY LTD (ACN 000 097 825) of Level 12 Durack Centre, 263 Adelaide Terrace, Perth ("Registered Proprietor")**BACKGROUND:**

1. The Registered Proprietor is the registered proprietor in fee simple of the land described in Item 1 of the schedule ("Subdivision Land").
2. The Registered Proprietor intends to subdivide the Subdivision Land into the lots shown on Deposited Plan 404327 ("Plan").
3. In accordance with section 136D of the *Transfer of Land Act*, the Registered Proprietor requires the lots described in Item 2 of the Schedule ("Burdened Lots") to be encumbered with the restrictive covenants set out in this Deed ("Restrictive Covenants") so that the Restrictive Covenants will be noted on the Plan, and, when separate Certificates of Title issue for each Burdened Lot, the burden of the Restrictive Covenants together with the encumbrances set out in Item 4 of the Schedule, will be noted on each Certificate of Title for each Burdened Lot.

OPERATIVE PART:**1. Certificate of Title**

- 1.1 Each Certificate of Title which issues for a Burdened Lot shall be encumbered by the Restrictive Covenants.
- 1.2 The Restrictive Covenants, on each Burdened Lot are for the benefit of those lots on the Plan as described in item 3 of the Schedule ("Benefited Lots").
- 1.3 The Restrictive Covenants will bind the successors in title and the registered proprietors from time to time of each Burdened Lot and the Restrictive Covenants will benefit the successors in title and the registered proprietors from time to time of each Benefited Lot.

2. Definitions for Restrictive Covenants

For the purposes of the Restrictive Covenants:

2.1 "Architectural Feature" includes:

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

Document Notes:

IMPORTANT: THIS PAGE FORMS PART OF DOCUMENT [N158039] AND MAY CONTAIN REFERENCES TO AMENDMENTS OR CORRECTIONS TO THE DOCUMENT

8/3/2016 09:06:55

Lot Syn Dealing time clock amended see letter.



EV000035290 LTR



13 October 2015

Landgate
200 St Georges Terrace
PERTH WA 6000

By Hand

Dear Sirs

Application for New Titles – DP 404327

I, Simon Moen, am the solicitor for Stockland WA Development Pty Ltd, the applicant pursuant to the **enclosed** Application for New Titles for DP 404327.

I have authority to make and to authorise on behalf of Stockland WA Development Pty Ltd the following amendments to the enclosed documents:

That the registration date for the documents necessary to issue Certificates of Title and any following documents for DP 404327 will be altered to concur with the yet to be established "In Order For Dealings" date of the said Deposited Plan.

Please accept the enclosed documents for registration.

Yours faithfully

Jackson McDonald

Encl.

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INSTRUCTIONS

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

NOTES

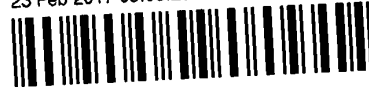
1. **DESCRIPTION OF LAND**
Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated.
Extent - Whole, part or balance of the land comprised in the Certificate of Title to be stated.
The Volume and Folio or Crown Lease number to be stated.
2. **ESTATE AND INTEREST**
State whether Fee Simple, Leasehold or as the case may be in the land being transferred. If share only, specify.
3. **TRANSFEROR**
State full name of the Transferor/Transferors (Registered Proprietor) as shown on the Certificate of Title or Crown Lease.
4. **CONSIDERATION**
If a sum of money only, to be expressed in figures and in every other case to be concisely stated in words.
5. **TRANSFEEEE**
State full name of the Transferee/Transferees (Purchaser) and the address/addresses to which future notices can be sent. If a minor, state date of birth. If two or more state tenancy eg:
 - Joint Tenants, (on the death of a joint tenant, the survivor(s) become(s) the registered proprietor(s) of the deceased's interest by applying to the Registrar of Titles).
 - Tenants in Common, (on the death of a tenant in common, their share is dealt with according to their will). If Tenants in Common specify shares.
6. **EXECUTION OF VERIFICATION OF IDENTITY AND AUTHORITY TO DEAL STATEMENT**
This Statement is requested under the Western Australian Registrar and Commissioner of Titles Joint Practice: Verification of Identity. The responsible Licensed Settlement Agent/ Lawyer is to complete and sign the Statement. Refer to the Chapter 14.4 of the Land Titles Registration Practice Manual.
7. **TRANSFEEEE'S TRANSFEROR'S EXECUTION**
Transferees and Transferors must sign their appropriate panel. A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an adult person. The full name, address and occupation of the witness must be stated.



EXAMINED

N561827 T

23 Feb 2017 09:08:25 Perth



TRANSFER

LODGED BY

ADDRESS

PHONE No. SAI GLOBAL Property
PO BOX Z5488 PERTH
ST GEORGES TCE WA 6831
FAX No. DLI BOX 151B
Tel: (08) 9214 6000 Fax: (08) 9226 2778

REFERENCE No.

ISSUING BOX No.

PREPARED BY

Resolve Legal

ADDRESS

2016/1783 WD
Locked Bag 1
OSBORNE PARK WA 6916

PHONE No.

1800 077 527

FAX No.

1800 077 932

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

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITHIN

1. Duty Cert
2. _____
3. _____
4. _____
5. _____
6. _____

Received Item No.s

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.

ATTESTATION SHEET

Dated this 21 day of February Year 2017.

TRANSFEROR/S SIGN HERE (Note 7)

Executed by Stockland WA Development Pty Ltd (A.C.N. 000 097 825)
 by RACHEL ELIZABETH BROWN
 pursuant to Power of Attorney No. M120744

WITNESS x Carrie Ann Young
 Carrie Ann Young
 Conveyancing Manager
 Level 12, Durack Centre
 263 Adelaide Terrace
 PERTH WA 6000

REQUEST FOR ISSUE/ NON-ISSUE (Instruction 4)

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

Signed

Signed

TRANSFEREE/S SIGN HERE (Note 7)

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

Signed

A M MCMAHON

Witness Signature

Kristy Michelle Gall

Witness Full Name

Kristy Michelle Gall

Witness Address

C/- Level 3, 14 Walters Drive
OSBORNE PARK WA 6017
Conveyancing Manager/ Licensed Conveyancer
Ph: 1800 077 527

Witness Occupation

Witness Contact Number

THE TRANSFEROR for the consideration herein expressed transfers to the TRANSFEREE the estate and interest herein specified in the land herein described, subject to the Limitations, Interests, Encumbrances and Notifications as shown on the Certificate of Title and/or otherwise affect the land under the *Transfer of Land Act 1893*. (Instruction 1 & 2)

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LICENSED SETTLEMENT AGENT/ LAWYER SIGN AND COMPLETE THIS STATEMENT (Note 6)

**Western Australian Registrar and Commissioner of Titles Joint Practice: Verification of Identity
Transferor's Statement**

I Carrie Ann Young act for the Transferor /s named in this Transfer.
(Insert full name of Settlement Agent/Lawyer)

I have taken all reasonable steps to verify the identity of the natural person/s being the Transferor/s, or the natural person/s who sign/s on behalf of the Transferor/s.

I reasonably believe that those natural person/s have been identified.

I reasonably believe that those natural person/s have the authority to deal with the interest in land the subject of this Transfer.

Signed: [Signature]

CARRIE ANN YOUNG
Print Full Name of Settlement Agent/ Lawyer who signs the Statement

LICENSED CONVEYANCER

Position held

Stockland WA Conveyancing
Business/ Company name of Settlement Agent/ Lawyer who signs the Statement

carrie.young@stockland.com.au

Contact email address

TRANSFER OF LAND

DESCRIPTION OF LAND (Note 1)

LOT 309 ON DEPOSITED PLAN 404327

EXTENT

WHOLE

VOLUME

2896

FOLIO

705

ESTATE AND INTEREST (Note 2)

FEE SIMPLE

TRANSFEROR (Note 3)

STOCKLAND WA DEVELOPMENT PTY LTD (ACN 000 097 825)

CONSIDERATION (Note 4)

\$274,000.00

TRANSFeree (Note 5)

ANN MARIE MCMAHON OF 4/77 ARMAGH STREET VICTORIA PARK WA 6979



Certificate of Duty

Transfer - FHOR - Vacant Land

Under Taxation Administration Act 2003
Section 49, Special Tax Return Arrangement

Certificate Number:	1027374597	Certificate Issue Date:	20-02-2017
Bundle ID	163571417	Client Reference:	2016/1783
Transaction Date:	20-12-2016		
Dutiable Value:	\$274,000.00		
Duty:	\$0.00		

No Double Duty

Description of Property

Land in WA: Lot 309, Plan 404327 Volume/Folio: 2896/705

Seller(s) / Transferor(s): STOCKLAND WA DEVELOPMENT PTY LTD

Buyer(s) / Transferee(s): MCMAHON, ANN MARIE

Related Certificate Summary

Certificate Number	Certificate Date	Transaction Date	Bundle ID	Dutiable Value	Duty
1027374589	20-02-2017	20-12-2016	163571417	\$274,000.00	\$0.00

