

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	Sekandar Ali Khodadad				
Address	5 Verona Road				
Suburb	Piara Waters	State	WA	Postcode	6112
Name	Marzia Hussain				
Address	5 Verona Road				
Suburb	Piara Waters	State	WA	Postcode	6112

EMAIL: The Seller consents to Notices being served at:

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

Signature		Date		Signature	
Signature		Date		Signature	

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	

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	

CONVEYANCER (Legal Practitioner/Settlement Agent)

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

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

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04/22

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

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

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

Buyer

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Seller

Signature _____

Name **Sekandar Ali Khodadad**

Date _____

Signature _____

Name **Marzia Hussain**

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR MAJOR STRUCTURAL DEFECTS

ANNEXURE A

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

5 Verona Road, 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 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 2011*WA) 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. **Registered Builder**
 - 9.6 "Report" means the report performed in accordance with Appendix A of the Standard by a ~~Consultant~~. It is not a special purpose report, nor an all-encompassing report dealing with every aspect of the Property. The Report should only be a reasonable attempt to identify Major Structural Defects to the Building structure pursuant to Appendix "A" of the Standard. The presence of defects will only be relevant in this Annexure when the defects are a Major Structural Defect.
 - 9.7 "Standard" means Australian Standard AS 4349-2007 (as amended from time to time) Inspections of buildings Part 1: Pre-purchase Structural Inspection - Residential buildings).
 - 9.8 "Work" means the work required to rectify the Major Structural Defects set out in the Major Structural Defects Notice.
 - 9.9 Words not defined in this Annexure have the same meaning as defined in the Standard or the 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

5 Verona Road, Piara Waters WA 6112

- 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.

- 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")
- 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.
- 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.
- 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.
- 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.
- 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.
- 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
 - 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;
 - 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.
- In this Annexure:
 - "Activity" means evidence of the presence of current Timber Pests.
 - "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.
 - "Consultant" means an independent inspector qualified and experienced in undertaking, pre-purchase property inspections pursuant to the Standard and Eradication.
 - "Damage" means evidence of damage caused by Timber Pests to the Building.
 - "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).
 - "Eradicate" and "Eradication" mean the treatment necessary to eradicate Activity affecting the Building.
 - "Repair" means the Work necessary to repair any Damage.
 - "Report" means a report performed in accordance with the Standard by a Consultant at the Property.
 - "Standard" means Australian Standard AS 4349.3-2010 (as amended from time to time) Inspection of buildings Timber Pest Inspections.
 - "Timber Pests" means subterranean and dampwood termites, borers of seasoned timber and wood decay fungi as defined in the Standard.
 - "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.
 - "Work" means the work required to Repair pursuant to the Timber Pest Notice.
 - 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

2965 222

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 158 ON DEPOSITED PLAN 415594

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

SEKANDAR ALI KHODADAD
MARZIA HUSSAIN
BOTH OF 1 CALE COURT MADDINGTON WA 6109
AS JOINT TENANTS

(T P141786) REGISTERED 11/5/2022

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

1. N419653 EASEMENT BENEFIT FOR RIGHT OF CARRIAGEWAY PURPOSES. SEE DEPOSITED PLAN 406439. REGISTERED 26/8/2016.
2. RESTRICTIVE COVENANT BENEFIT - SEE DEPOSITED PLAN 415594 AND INSTRUMENT O108129
3. RESTRICTIVE COVENANT BURDEN - SEE DEPOSITED PLAN 415594 AND INSTRUMENT O108129
4. P141787 MORTGAGE TO NATIONAL AUSTRALIA BANK LTD REGISTERED 11/5/2022.

Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required.
Lot as described in the land description may be a lot or location.

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

STATEMENTS:

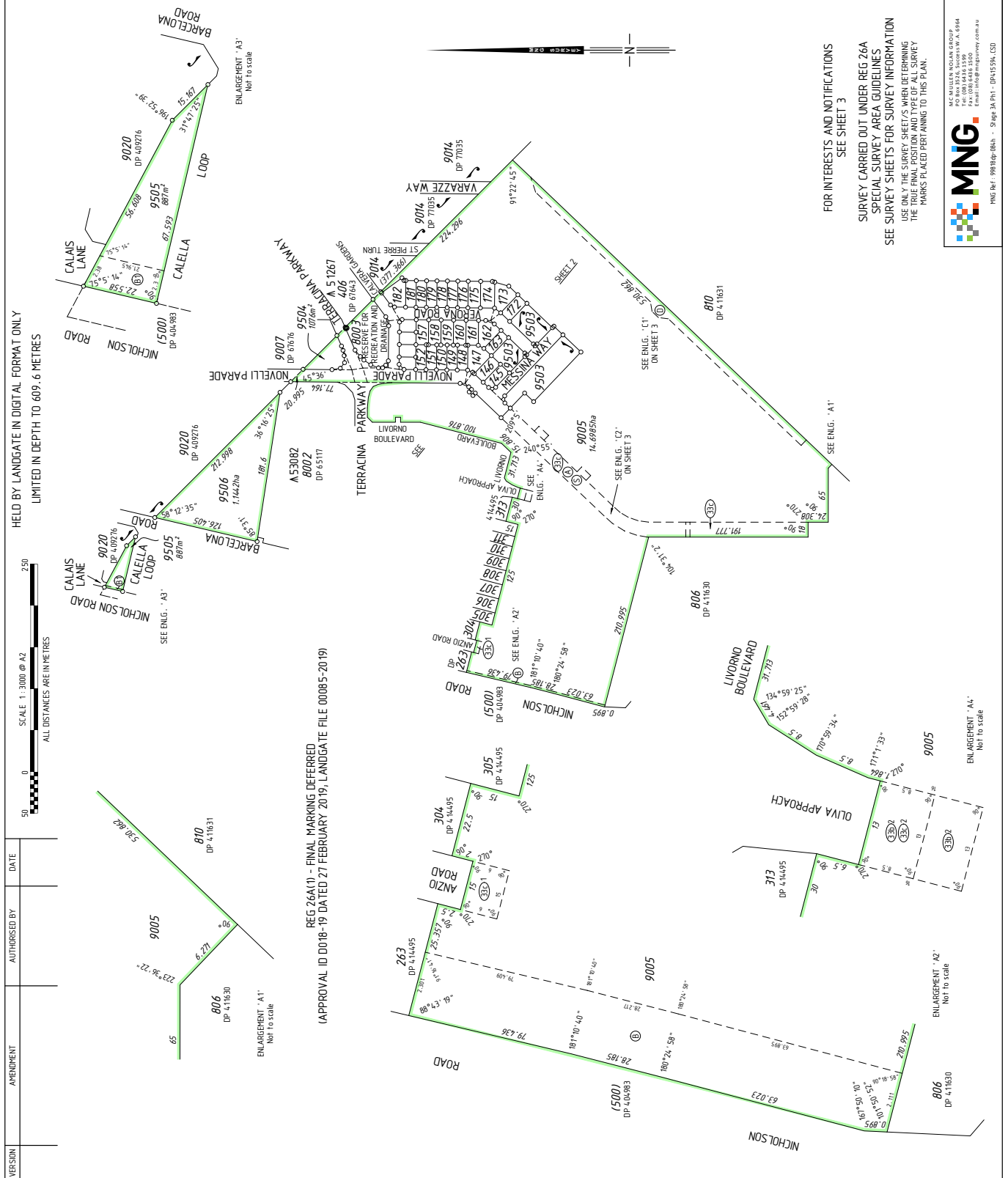
The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice.

SKETCH OF LAND: DP415594
PREVIOUS TITLE: 2956-878
PROPERTY STREET ADDRESS: 5 VERONA RD, PIARA WATERS.
LOCAL GOVERNMENT AUTHORITY: CITY OF ARMADALE

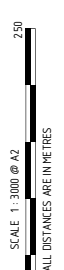
TYPE	FREEHOLD	S.S.A.	YES
PURPOSE	SUBDIVISION		
PLAN OF	LOTS 145-163, 172-182, 8003, 9005, 9503-9506, ROADS AND RESTRICTIVE COVENANT		
FORMER TENURE	LOT 900L ON DP 4,144,95 C.T., 2955-878		
LOCAL AUTHORITY	CITY OF ARMADALE		
LOCALITY	PIARA WATERS		
D.O.L. FILE			
FIELD RECORD	95428		
SURVEYOR'S CERTIFICATE - REG 54	I, Charles A. Youlke 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 (if applicable) undertaken for the purpose of this plan and that it complies with the relevant written law in relation to which it is lodged. Charles Youlke 2019.03.11 14:16:30 +0800 LICENSED SURVEYOR		
DATE	11.03.2019	FEE PAID	ASSESS No.
L.S.C.	11.3.2019		
EXAMINED	E. Milewska 15.03.2018 DATE		
WESTERN AUSTRALIAN PLANNING COMMISSION	FILE 153855		
SUBJECT TO	Delegated under s. 16 P&O Act 2005 16Apr2019 DATE		
IN ORDER FOR DEALINGS	SEC 186(1)(2), 152 OF THE P&O ACT SEC 158(6) OF THE TLA		
FOR INSPECTOR OF PLANS AND SURVEYS	18-4-2019 DATE		
APPROVED	REG26A (1), (4) DATE		
INSPECTOR OF PLANS AND SURVEYS	18.4.2019 DATE		



DEPOSITED PLAN
415594
SHEET 01 OF 03 SHEETS
(PLUS SURVEY SHEETS)
VERSION 1



HELD BY LANDGATE IN DIGITAL FORMAT ONLY
LIMITED IN DEPTH TO 609.6 METRES



REG 26A(1) - FINAL MARKING DEFERRED
(APPROVAL ID 0018-19 DATED 27 FEBRUARY 2019, LANDGATE FILE 00085-2019)

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 IN DETERMINING
THE MARKING OF THIS SURVEY.
MARKS PLACED PERTAINING TO THIS PLAN.

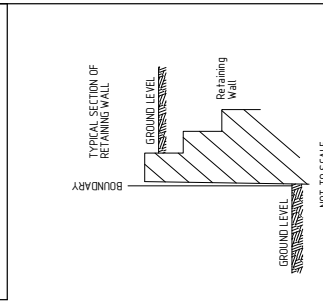


SURVEYOR'S CERTIFICATE - REG 54

I, Charles A. YOUNGE hereby certify that this plan is accurate and is a correct representation of the -
 a) "survey, and/or
 b) "calculations from measurements recorded in the field records, (where it is applicable) and that it complies with the relevant written laws in relation to which it is lodged.

SURVEYOR'S CERTIFICATE - REG 55E(d)
 The marks shown on these plans of survey were in place on 01/05/2019

Charles Youngge
 2019.05.10 16:58:32
 20190501
 LICENSED SURVEYOR DATE



FOR SURVEY INFORMATION ONLY
SURVEY INFORMATION COMPRISES
SURVEY SHEETS A - B
SURVEY CARRIED OUT UNDER REG. 26A
SPECIAL SURVEY AREA GUIDELINES

ALL BEARINGS AND DISTANCES ON THIS SHEET ARE THE RESULT OF LEAST SQUARES ADJUSTMENTS CARRIED OUT ON FIELD OBSERVATIONS. GRID DATUM IS PCGS94.

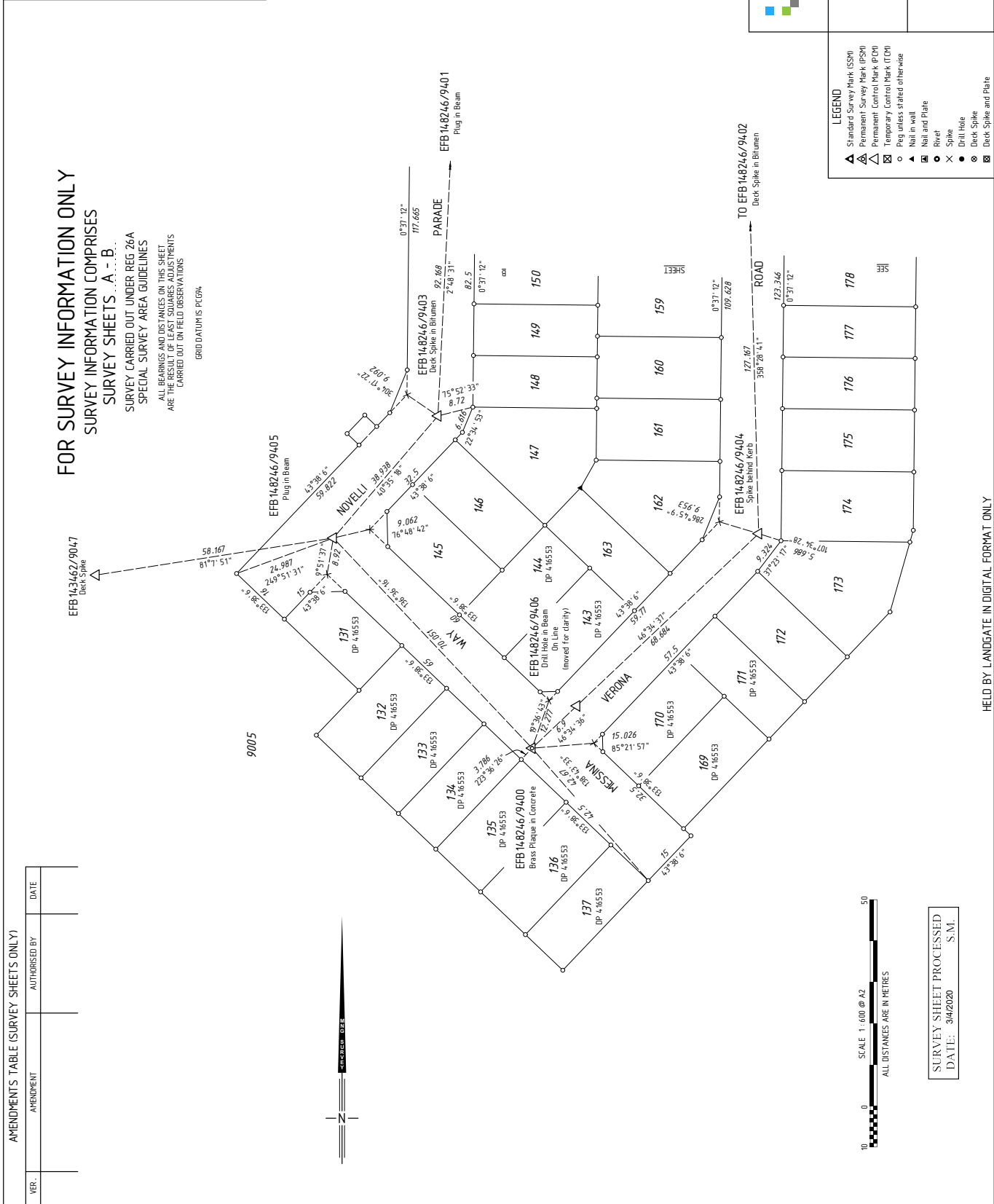
MNG Ref: 998 855 092b - EFB148246.LSD

GOVERNMENT OF WESTERN AUSTRALIA

DEPOSITED PLAN
4 15 594
 SURVEY SHEET A
 VERSION 1

LEGEND

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



VER.	AMENDMENT	AUTHORISED BY	DATE

Deposited Plan 415594

Lot	Certificate of Title	Lot Status	Part Lot
145	2965/209	Registered	
146	2965/210	Registered	
147	2965/211	Registered	
148	2965/212	Registered	
149	2965/213	Registered	
150	2965/214	Registered	
151	2965/215	Registered	
152	2965/216	Registered	
153	2965/217	Registered	
154	2965/218	Registered	
155	2965/219	Registered	
156	2965/220	Registered	
157	2965/221	Registered	
158	2965/222	Registered	
159	2965/223	Registered	
160	2965/224	Registered	
161	2965/225	Registered	
162	2965/226	Registered	
163	2965/227	Registered	
172	2965/228	Registered	
173	2965/229	Registered	
174	2965/230	Registered	
175	2965/231	Registered	
176	2965/232	Registered	
177	2965/233	Registered	
178	2965/234	Registered	
179	2965/235	Registered	
180	2965/236	Registered	
181	2965/237	Registered	
182	2965/238	Registered	
8003	LR3170/360	Registered	
9005	2965/239 (Cancelled)	Retired	
9503	2965/240 (Cancelled)	Retired	
9504	2965/241 (Cancelled)	Retired	
9505	2965/242	Registered	
9506	2965/243 (Cancelled)	Retired	
0	N/A	Registered	
0	N/A	Registered	
0	N/A	Retired	
0	N/A	Retired	
0	N/A	Retired	
0	N/A	Retired	
0	N/A	Registered	
0	N/A	Registered	
0	N/A	Registered	

Deposited Plan 415594

<u>Lot</u>	<u>Certificate of Title</u>	<u>Lot Status</u>	<u>Part Lot</u>
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.

O108129 RC

12 Mar 2019 15:46:11 Perth



Lodged By LSV BORRELLO LAWYERS

Address PO Box Z5025 St Georges Terrace, Perth WA 6831

Phone No. 9404 9100
Fax No 9300 1338
E-Mail info@lsvb.com.au

Reference No. MLM:18314
Issuing Box No. 888V

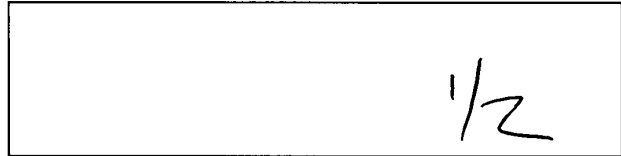
Prepared By LSV BORRELLO LAWYERS

Address PO Box Z5025 St Georges Terrace, Perth WA 6831

Phone No. 9404 9100
Fax No. 9300 1338
E-Mail info@lsvb.com.au

Reference No. MLM:18314
Issuing Box No. 888V

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



TITLES, LEASES, DECLARATIONS ETC. LODGED HEREWITH

1. <u>Letter</u>	Received Items
2. _____	Nos. 1
3. _____	
4. _____	Receiving Clerk
5. _____	
6. _____	

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.

EXAMINED

NOT USED

Dated this 7th day of MARCH 2019

EXECUTED as a DEED:

Signed by VINCENZO ROBERTO PETRACA,)
being an employee of **Mirvac (WA) Pty Ltd (ACN 095**)
901 769) who holds the position)
of SENIOR DEVELOPMENT MANAGER,)
as attorney for **Mirvac (WA) Pty Ltd (ACN 095 901**)
769) under Power of Attorney No.O053800 in the)
presence of:



Signature of Witness

WILLIAM JACOB FRENCH

Full Name of Witness (please print)

LEVEL 39 108 ST GEORGES TCE PERTH WA 6000

Address of Witness (please print)

ASSISTANT DEVELOPMENT MANAGER

Occupation of Witness (please print)

Signed by STEVEN KAVALSKY,)
being an employee of **Mirvac (WA) Pty Ltd (ACN 095**)
901 769) who holds the position)
of PROJECT DIRECTOR,)
as attorney for **Mirvac (WA) Pty Ltd (ACN 095 901**)
769) under Power of Attorney No.O053800 in the)
presence of:



Signature of Witness

WILLIAM JACOB FRENCH

Full Name of Witness (please print)

LEVEL 39 108 ST GEORGES TCE PERTH WA 6000

Address of Witness (please print)

ASSISTANT DEVELOPMENT MANAGER

Occupation of Witness (please print)

- (i) except in accordance with the manufacturer's instructions; and
- (ii) in a location in which it can be seen from immediately adjacent streets; or
- (c) gas and electricity meter boxes in locations in which they can be seen from immediately adjacent streets, unless the boxes are painted to match the adjacent wall colour of the dwelling, garage, or carport.

9. Excess materials

not to store any excess building materials on the Lot.

10. Signage

10.1. subject to clause 10.2, not to erect or display on the Lot any sign hoarding or advertising of any description whatsoever, except for professional signage advertising the sale or lease of a fully completed dwelling constructed on the Lot. Any sign or advertising material erected or displayed on the Lot in breach of this covenant may be removed without notice by the Developer's Agent.

10.2. clause 10.1 does not apply to any Lot that is being used as a Display Home pursuant to an agreement with the Developer.

11. No disrepair

not to permit or allow the Lot or any part of it, including any dwelling, to fall into a state of disrepair or disorder.

12. Parking Large Vehicles, etc.

not to park any Commercial Vehicle on the Lot unless it is not visible from the street.

- (a) is not accompanied by front fencing;
- (b) is higher than 0.9 metres above the natural ground level of the Lot;
- (c) is not at least 50% visually permeable above the height of 300mm above the natural ground level of the Lot; and
- (d) is not consistent with or complementary to the Primary Elevation's materials and colours;

5.3. return and dividing fences (side and rear) that:

- (a) do not commence 0.5 metres behind the building line; and
- (b) are not constructed of 'Colorbond'® that is of the colour "Shale Grey"; or

5.4. fences on the Secondary Street boundary of a Corner Lot that:

- (a) do not have a set back of at least three (3) metres from the corner truncation;
- (b) are not constructed of Colorbond® that is of the colour "Shale Grey"; and
- (c) exceed 1.8 metres in height above the natural ground level of the Lot;

6. Existing Feature Fencing

not to alter any existing feature estate fencing on any Lot installed by the Developer without the prior written approval of the Developer's Agent.

7. Colours and materials

not to construct, erect or install or permit to be constructed, erected or installed on the Lot:

- 7.1. a dwelling which does not have a Primary Elevation comprised of a minimum of two different wall materials or two different wall colours (excluding colours and materials used on the roof, windows and any doors); or
- 7.2. a dwelling which does not use light or neutral base colours as the dominant colours on the Primary Elevation (primary colours and dark colours such as grey, brown, black, and purple may be used with the Developer's prior written approval but not as the dominant colour and the Developer may refuse to approve the use of such bright primary and dark colours if their use is not in keeping with the balance of the estate of which the Lot forms part).

8. Outbuilding, TV, and other antennae and services

8.1. not to construct, erect or install or permit to be constructed, erected or installed on the Lot without the prior written approval of the Developer, an Outbuilding, unless the Outbuilding is concealed from public view, or which, in the Developer's opinion, is designed to complement the dwelling;

8.2. not to construct, erect or install or permit to be constructed, erected or installed on the Lot:

- (a) any pipes, wired services, clothes drying areas, hot water storage tanks and other such service items in a location in which they can be seen from immediately adjacent streets (photovoltaic panels due to their orientation requirements are exempt);
- (b) not to install or erect or permit the installation or erection of a TV antenna, satellite, or cable dish or radio mast:

- (b) does not have a 90mm diameter storm water pipe provided under the driveway to allow for future irrigation;
- 2.3. not to remove any street trees to enable the construction, erection or installation of the driveway and crossover on the Lot; and
- 2.4. not to construct, erect or install or permit to be constructed, erected or installed on the Lot a waste bin store area unless it is concealed from public view (for example, by adding storage areas within garages whilst maintaining the minimum vehicle parking requirement or by providing usable access to a screened area either behind the garage or the wing fence either side of the dwelling).

3. Roofs

not to construct, erect or install or permit to be constructed, erected or installed on the Lot a dwelling with a roof that does not possess Overhanging Eaves (garages, carports, and open structures such as alfresco areas are exempt).

4. Elevations

not to construct, erect or install or permit to be constructed, erected or installed on the Lot a dwelling (single or two storey) that does not possess Overhanging Eaves to all elevations, provided that the following are exempt from this requirement:

- (a) garages;
- (b) carports;
- (c) open structures such as alfresco areas;
- (d) zero lot walls;
- (e) feature walls with/without minor window openings;
- (f) non-habitable rooms;
- (g) elevations facing south (excluding Primary Elevations); and
- (h) walls which do not include windows.

5. Fencing

not to construct, erect or install or permit to be constructed, erected or installed on the Lot:

5.1. front fencing, which viewed from the street or a public space:

- (a) is higher than 0.9 metres above the natural ground level of the Lot;
- (b) is not at least 50% visually permeable above the height of 300mm above the natural ground level of the Lot; and
- (c) is not consistent with or complementary to the Primary Elevation's materials and colours,

provided that, where a dwelling has a Secondary Street Frontage, the negative covenants contained in clause 5.1(a) to (c) apply to all of the dwelling's street front fencing (ie., facing both streets);

5.2. side fencing (on common boundaries) forward of dividing fences that:

**SCHEDULE
RESTRICTIVE COVENANTS**

The registered proprietor for the time being of each Lot covenants in respect of its Lot:

1. Dwelling features

not to construct, erect or install or permit to be constructed, erected or installed on a Lot that has a single street frontage, a dwelling:

- 1.1 that is not designed in compliance with the mandatory requirements of the Guidelines;
- 1.2 that has publicly visible elevations that are not carefully articulated by way of the inclusion of one or more of the following acceptable integrated feature elements:
 - (a) a veranda with a separate roof and supporting posts, pillars, or piers;
 - (b) an entry feature such as a portico (minimum 1 pier/post), masonry gateway wall, or entry pergola;
 - (c) a balcony;
 - (d) a projecting blade wall (minimum 500mm in width projecting at least 300mm above the eaves);
 - (e) a built-in planter box (at least 1m in length) that is a minimum of two (2) courses above finished floor level;
 - (f) a roof feature such as a gambrel, end gable, panel clad spandrel to a skillion roof; and/or
 - (g) a window hood/canopy;and,
- 1.3 that does not have main windows that are of a square or vertical proportion and that are consistent in shape and style (minor horizontal windows can be used in feature or minor wall sections only).

2. Garages, Driveways and Storage

- 2.1. not to construct, erect or install or permit to be constructed, erected or installed on the Lot a dwelling that does not possess a garage or a carport (whether single or double) that:
 - (a) matches or complements the dwelling in respect of the pitch of the roof, materials used and the design and external appearance, including colour and the quality of construction;
 - (b) in the case of a carport only, is not set back 0.5m behind the main dwelling; and
 - (c) in the case of a garage only, is not set back behind the dwelling.
- 2.2. not to construct, erect or install or permit to be constructed, erected or installed on the Lot a driveway or crossover that:
 - (a) is comprised or constructed of gravel (including pea gravel or compacted gravel), asphalt or grey concrete; or

4. AUTHORITY

The Developer authorises LSVB Legal Pty Ltd (ACN 606 211 241) of Level 27 Exchange Tower, 2 The Esplanade, Perth, Western Australia (**LSV Borrello Lawyers**), and any solicitor employed by LSV Borrello Lawyers, to comply with any requisitions issued by the Registrar of Titles, and, within this general authority, the Developer gives the power to LSV Borrello Lawyers and any solicitor employed by that company to make any minor alterations to this Deed which may be necessary to effect the registration of this Deed.

- (e) Easement burden created under s.167 P & D Act for electricity purposes to Electricity Networks Corporation. See Deposited Plan 414495 as created on Deposited Plan 411140;
- (f) Caveat No.N941248;
- (g) Easement No.O010952 to Water Corporation for pipeline purposes – See Deposited Plan 414495 registered 18/10/2018;
- (h) Easement burden created under s.167 P & D Act for sewerage purposes to Water Corporation – See Deposited Plan 414495; and
- (i) Easement burden created under s.167 P & D Act for electricity purposes to Electricity Networks Corporation- See Deposited Plan 414495;

Guidelines means the 'Madox Design Guidelines' and which comply with the City's specifications;

Outbuilding means a shed, storeroom, studio, or workshop, or granny flat or other such structure that does not comprise part of the main dwelling;

Overhanging Eaves means eaves that are not less than 350 millimetres in width;

Land means Lot 9004 on Deposited Plan 414495, being the whole of the land comprised in Certificate of Title Volume 2956 Folio 878;

Lots means lots 145 to 163 (inclusive) and lots 172 to 182 (inclusive), all of which are identified on the Plan, and **Lot** has a corresponding meaning;

Plan means Deposited Plan 415594;

Primary Elevation mean the elevation of the dwelling which is usually inclusive of the main entry and the majority of its architectural features and which faces or is oriented towards the Primary Street;

Primary Street means the street that the Lot primarily fronts or faces;

Restrictive Covenants means the restrictive covenants, the subject of this Deed, being more specifically the covenants referred in the Schedule;

Schedule means the schedule to this Deed;

Secondary Street means any street that the Lot does not primarily front or face; and

Secondary Street Frontage means a dwelling design which, with the approval of the City, uses the Secondary Street as the dwelling's primary frontage by locating both the vehicular and pedestrian access points on the Secondary Street.

1.2 Interpretation

Unless the context otherwise requires, in this Deed:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing any gender include the other genders;
- (c) references to persons includes corporations;
- (d) references to a party hereto or to any other person include the legal personal representatives, successors and permitted assigns of that party or person;
- (e) if a word or phrase is defined cognate words and phrases have corresponding definitions; and
- (f) an obligation incurred by two or more parties shall bind them jointly and severally and an obligation incurred in favour of two or more parties shall be enforceable by them jointly and severally.

Headings shall be ignored in construing this Deed.

2. RESTRICTIVE COVENANTS

- (a) Each of the Lots is to be encumbered by the Restrictive Covenants.
- (b) Pursuant to s 136D of the Act and this Deed, the burden of the Restrictive Covenants shall run with each of the Lots for the benefit of every other Lot and the Restrictive Covenants shall be enforceable against the registered proprietor of each Lot by the Developer and every subsequent registered proprietor of a Lot.

3. TERM OF RESTRICTIVE COVENANTS

The Restrictive Covenants shall expire and cease to have effect from and including 31 December 2037.

BLANK INSTRUMENT FORM

S.136D Restrictive Covenant

(Note 1)

BY

Mirvac (WA) Pty Ltd (ACN 095 901 769) of Level 39 108 St Georges Terrace PERTH WA 6000
(the "Developer")

RECITALS

- A The Developer is the registered proprietor of the Land.
- B The Land is subject to the Encumbrances.
- C The Developer intends to subdivide the Land in manner shown on the Plan and has obtained the approval of the Commission to such subdivision.
- D In accordance with section 136D of the Act, the Developer requires the Lots to be encumbered by the Restrictive Covenants so that the Restrictive Covenants will be noted on the Plan and, when separate certificates of title issue for the Lots, the burden of the Restrictive Covenants will be noted on each certificate of title.

OPERATIVE PART

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed the following words and expressions shall have the following meanings:

Act means the *Transfer of Land Act 1893 (WA)*, as amended;

City means the local government of the City of Armadale and any replacement of it;

Commercial Vehicle means any commercial vehicles including trucks, utilities, caravans, boats, trailers, or any other mobile machinery;

Commission means the Western Australian Planning Commission;

Corner Lot means any Lot that is situated on the corner, or intersection, of a Primary Street and Secondary Street;

Developer's Agent means Mirvac Real Estate Pty Ltd (ACN 003 342 452) of Level 39, 108 St Georges Terrace, Perth, Western Australia;

Display Home means a dwelling that is constructed, decorated, and, usually, furnished for prospective homebuyers to view;

dwelling means a permanent, non-transportable private residence;

Encumbrances means:

- (a) N419652 - Easement burden for right of carriageway purposes. See sketch on Deposited Plan 412669. Registered 26/8/2016;
- (b) N419659 - Easement burden for sewer purposes. See sketch on Deposited Plan 406439. Registered 26/8/2016;
- (c) N662879 - Easement to Electricity Networks Corporation for transmission works purposes. See sketch on Deposited Plan 414495. Registered 30/6/2017;
- (d) Easement burden created under s.167 P & D Act for sewerage purposes to Water Corporation. See Deposited Plan 414495 as created on Deposited Plan 411140;

Document Notes:

IMPORTANT: THIS PAGE FORMS PART OF DOCUMENT [O108129] AND MAY CONTAIN REFERENCES TO AMENDMENTS OR CORRECTIONS TO THE DOCUMENT

23/4/2019 10:49:38

Registration date amended to 18.4.2019 at 9.00 hours due to lot sync process. See letter from lodging party dated 8.3.2019 in Application O108130.

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.
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NOTES


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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

N419653 E

26 Aug 2016 15:36:30 Perth



LODGED BY IRDI LEGAL

ADDRESS 248 OXFORD STREET
LEEDERVILLE WA 6007

PHONE No. 9443 2544

FAX No. 9444 3988

REFERENCE No. M/H: P20140730
816635

ISSUING BOX No. 243V

Borrello Graham Lawyer
PO Box 7990
Cloisters Square WA 6850
Phone: (08) 9404 9100
Facsimile: (08) 9300 1338

PREPARED BY IRDI LEGAL

ADDRESS

PHONE No. FAX No.

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

A
T

TITLES, LEASES, DECLARATIONS, ETC LODGED HEREWITH

1.	Received items Nos.
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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.

Consent of Water Corporation

SIGNED by Josephus Johannes Henricus Mensink the Manager, Procurement and Property Branch of Water Corporation (a Level 1 Attorney) and by Domenico Papalia the Manager, Property Acquisitions of Water Corporation (a Level 1 Attorney) as the attorneys for Water Corporation who state that they have no notice of revocation of the Power of Attorney No N285555 dated 21 March 2016 under which they sign in the presence of:

[Signature]
Witness

LEANNE COOK
Name (please print)

629 Newcastle Street,
Address

Leederville WA 6007
Address (continued)

ACQUISITIONS SUPPORT OFFICER
Occupation

[Signature]
Witness

LEANNE COOK
Name (please print)

629 Newcastle Street,
Address

Leederville WA 6007
Address (continued)

ACQUISITIONS SUPPORT OFFICER
Occupation

[Signature]
Attorney

Josephus Johannes Henricus Mensink

Manager, Procurement and Property of Water Corporation
Designated Post

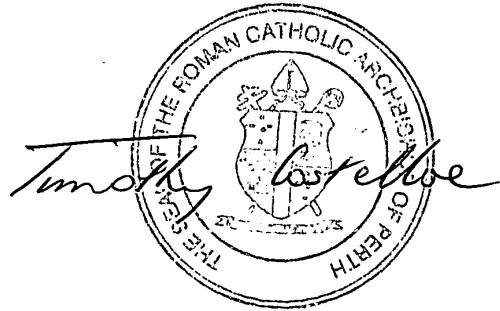
[Signature]
Attorney

Domenico Papalia

Manager, Property Acquisitions of Water Corporation
Designated Post

Executed by the parties as a deed.

THE SEAL OF THE ROMAN CATHOLIC ARCHBISHOP OF PERTH was hereunto affixed by TIMOTHY COSTELLOE, the Roman Catholic Archbishop of Perth for the time being and attested by him in the presence of:



Witness signature

Witness name (please print)

Witness address (please print)

Witness occupation (please print)

Handwritten signature of Jennifer Lazberger and printed name: Jennifer Lazberger, EA to the Archbishop Catholic Church Office, 249 Adelaide Terrace, PERTH WA 6000

Signed by Donato Di Florio in the presence of:

Handwritten signature of Donato Di Florio

Witness signature

Witness name (please print)

Witness address (please print)

Witness occupation (please print)

Handwritten signature of David Barnato and printed name: DAVID BARNATO, 76 ROBERTS ST OSBORNE PARK, CONSULTANT

Signed by Giuseppina Di Florio in the presence of:

Handwritten signature of Giuseppina Di Florio

Witness signature

Witness name (please print)

Witness address (please print)

Witness occupation (please print)

Handwritten signature of David Barnato and printed name: DAVID BARNATO, 76 ROBERTS ST, OSBORNE PARK, CONSULTANT

Schedule

1 Church Tenement (clause 1.1(b))

Lot 334 on Deposited Plan 28770 and being the whole of the land in Certificate of Title Volume 2512 Folio 891.

Encumbrances: Easement L581502, Notification M514165

2 Di Florio Tenement (clause 1.1(e))


Lot 121 on Deposited Plan 404983 and being the whole of the land in Certificate of Title Volume 2882 Folio 182.

Encumbrances: Nil.

Consent of Water Corporation

Water Corporation having the benefit of Easement L581502 and being the public authority referred to in Notification M514165 consent to this Deed of Easement.

Dated: 24th day of May 2016.



Timothy Costello

6 General

6.1 Further assurances

- (a) The Church and the Di Florio mutually agree that they will do and execute all things deeds and documents as are necessary on their respective parts to give effect to the terms of this deed with all due expedition and diligence.
- (b) Without limitation, each party covenants and agrees to sign all applications and other documents and procure all necessary consents and do all things necessary to procure expeditiously the registration of this deed at the Western Australian Land Information Authority under the provisions of the *Transfer of Land Act 1893*.

6.2 Deed binding

This deed will be binding on the Church and Di Florio and each person who has executed it despite:

- (a) the failure of any other person named as a party to execute it;
- (b) the avoidance or unenforceability of any part of this deed; or
- (c) the avoidance or unenforceability of this deed or any part of this deed against any signatory or intended signatory.

6.3 No modification of easement without consent

- (a) The easements and rights granted and created by this deed will not be modified, surrendered, released or abandoned either wholly or partially except with the prior written consent of the Church and Di Florio.
- (b) No party may make application to any Court or to the Registrar of Titles for the partial or whole modification or extinguishment of the easement and rights or their removal from the Register Book except with the prior written consent of the other party.

6.4 Planning Commission approval

If for any reason this deed requires the consent of the Western Australian Planning Commission, then it is conditional upon that consent being given.

6.5 Legal costs and stamp duty

The Church must pay the legal costs of and incidental to the instructions for and the preparation, execution and stamping of this deed in triplicate and all duties.

- (c) The Church will pay for and keep on foot a public liability insurance policy in the sum of \$10,000,000 in respect of the Easement Site and will arrange for the interest of Di Florio to be noted thereon and a copy to be produced to Di Florio on request; and
- (d) The Church will be responsible for the removal of any trees or other obstacles which may fall, obstruct or lodge on the Easement Site,
- (e) The Church will, until the adoption of the Road or the surrender of the easements granted pursuant to clause 2, maintain the Easement Site at its cost in good order, repair and condition.
- (f) If any dispute arises between the parties under or in respect of the provisions contained in this clause, the dispute will be referred to the arbitration of the President for the time being of the Law Society of Western Australia or his or her nominee for the purpose, and will be determined in accordance with the provisions of the *Commercial Arbitration Act 2012*.

4 No Restrictions on Easement Site

Neither party must:

- (a) erect or suffer to be erected at any time any dividing fence across or on any portion of the Easement Site other than its edges; or
- (b) place or allow any obstacles or improvement to be placed, erected or left on the Easement Site,

which will have the effect of restricting the use or enjoyment of the Easement Site by any entitled party.

5 Vesting to Create Public Road

The Church and Di Florio mutually agree that if:

- (a) Di Florio subdivides or develops that part of the Di Florio Lot that is immediately adjacent to the Easement Site ; and
- (b) as a condition of any approval to the subdivision or development a public road is required to be vested in a relevant authority within or on the Easement Site or in lieu of the right of carriageway over the Easement Site or
- (c) for any other reason, the Road or any part thereof is proposed to be adopted as a public road,

they will each vest in the relevant local authority or other government agency as may be required one half of the land that is necessary to create a public road within the Easement Site or in lieu of the right of carriageway over the Easement Site and both the Church and Di Florio agree that they will sign all necessary documents as are required to give effect to such vesting.

- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) a reference to a person includes a corporation and any entity capable of being the subject of legal proceedings;
- (e) a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it;
- (f) if a word or phrase is defined in this deed, its other grammatical forms have a corresponding meaning;
- (g) 'including' and similar expressions are not words of limitation;
- (h) a reference to a party to this deed includes the party's successors, permitted substitutes and permitted assigns and, where applicable, the party's legal personal representatives; and
- (i) a right or obligation of any two or more persons confers that right or imposes that obligation, as the case may be, on each of them severally and on any two or more of them jointly.

2 Grant of Easement

- (a) The Church now grants to Di Florio as a right attached to the Di Florio Lot a right of carriageway together with full right and liberty for Di Florio and their Agents and Di Florio's successors in title and their Agents to go, pass and re-pass at all times on foot or by vehicle onto, over, along, across and out of that part of the Church Lot that comprises the Easement Site subject to the covenants and agreements contained in this deed.
- (b) Di Florio and the Church mutually agree that neither they nor their Agents will at any time obstruct any part of the Easement Site.

3 Costs Relating to Easement Site

- (a) The Church will construct at its cost a road and pavement on the Easement Site to a standard required by the City of Armadale for residential or commercial use and will comply with any other State or Federal government, municipal or statutory body or authority requirements in connection thereof (the Road) PROVIDED HOWEVER that when that part of the Di Florio Lot that is immediately fronting the Easement Site is subdivided into residential lots, Di Florio shall pay to the Church 50% of the construction costs of the Road in accordance with s.159 of the *Planning & Development Act 2005* upon production of paid invoices evidencing the construction of the Road;
- (b) The Church will provide and maintain at its cost all drainage and storm water facilities as may be reasonably necessary ;

19.

Deed of Easement

Date 24 May 2016

Parties

The Roman Catholic Archbishop of Perth of Victoria Square, Perth, Western Australia (Church)

Donato Di Florio and Giuseppina Di Florio both of corner of Nicholson and Forrest Roads, Forrestdale, Western Australia (Di Florio)

Background

- A The Church is registered or entitled to be registered as the proprietor of the Church Lot.
- B Di Florio is registered or entitled to be registered as the proprietor of the Di Florio Lot.

The parties agree

ABN 99 593 347 728
 WESTERN AUSTRALIA DUTY
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 DUTIABLE VALUE \$ *****1,000
 DUTY \$ *****19.00

1 Definitions and Interpretations

1.1 Definitions

In this deed:

- (a) **Agents** means the tenants, employees, invitees, contractors and visitors of the relevant party or person;
- (b) **Church** means the Roman Catholic Archbishop of Perth and his successors and assigns and the registered proprietor for the time being of the Church Lot;
- (c) **Church Lot** means the lot described in Item 1 of the Schedule subject to the encumbrances (if any) described in Item 1;
- (d) **Di Florio** means Donato Di Florio and Giuseppina Di Florio and their successors and assigns and the registered proprietor for the time being of the Di Florio Lot;
- (e) **Di Florio Lot** means the lot described in Item 2 of the Schedule subject to the encumbrances (if any) described in Item 2;
- (f) **Easement Site** means the area marked C on the Plan; and
- (g) **Plan** means Deposited Plan 406439;
- (h) **Schedule** means the schedule to this deed.

1.2 Interpretation

In this deed, unless the context otherwise requires:

- (a) headings and clause numbers are for convenience only and do not affect the interpretation of this deed;

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FORM B2

Form Approval
No. B2620

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

BLANK INSTRUMENT FORM

Deed of Easement

(Note 1)

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