

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



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000011216488



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 and additional Duty will be payable. Any non Australian resident will need to give the ATO notice of their purchase within 30 days after settlement.
WARNING - A Withholding Amount **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	FINANCE CLAUSE IS NOT APPLICABLE
LENDER/ <input type="text"/> MORTGAGE BROKER (NB: If blank, can be any) LATEST TIME: 4pm on: <input type="text"/> AMOUNT OF LOAN: <input type="text"/> SIGNATURE OF BUYER <input type="text"/> <input type="text"/>	Signature of the Buyer if Finance Clause IS NOT applicable <input type="text"/> <input type="text"/>

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:
 - (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 together with the Annexure of Changes to the 2022 General Conditions Caused by changes to the transfer of Land Act 1893 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	Date
Signature	Date	Signature	Date

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

Name	Sunil Adhikari		
Address	4 Calamocha Way		
Suburb	Piara Waters	State	WA
		Postcode	6112
Name	Nira Roka		
Address	4 Calamocha Way		
Suburb	Piara Waters	State	WA
		Postcode	6112

EMAIL: The Seller consents to Notices being served at:

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

Signature	Date	Signature	Date
Signature	Date	Signature	Date

RECEIPT OF DOCUMENTS
The Buyer acknowledges receipt of the following documents:
1. This offer and acceptance 2. Strata disclosure & attachments (if strata)
3. 2022 General Conditions 4. Certificate of Title
5. Annexure of changes to General Conditions (form 198)

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

RECEIPT OF DOCUMENTS
The Seller acknowledges receipt of the following documents:
1. This offer and acceptance 2. 2022 General Conditions
3. Annexure of changes to General Conditions (form 198)

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

CONVEYANCER (Legal Practitioner/Settlement Agent)
The Parties appoint their Representative below to act on their behalf and consent to Notices being served on that Representative's email address.

	BUYER'S REPRESENTATIVE	SELLER'S REPRESENTATIVE
Name		
Signature		

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 **Sunil Adhikari**

Date _____

Signature _____

Name **Nira Roka**

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

4 Calamocha Way, 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.
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*) 14 days after acceptance ("Date")
3. If the Buyer, and Seller Agent or Seller or Seller Representative do not receive the Report before the Date then the Buyer will be deemed to have waived the benefit of this Annexure. Time is of the essence.
4. If the Report identifies Major Structural Defects to the Property's Building, the Buyer may at any time but no later than three (3) Business Days after the Date serve a Major Structural Defects Notice on the Seller, Seller Agent or Seller Representative giving the Seller five (5) Business Days to agree to remedy the Major Structural Defects.
5. If the Seller elects in writing to remedy the Major Structural Defects in the Major Structural Defects Notice then the Settlement Date will be delayed until the later of: (a) three (3) Business Days after the Seller's Work is completed as certified by the Seller's Builder and (b) the Settlement Date.
6. The Seller must do the Work expeditiously and in good and workmanlike manner through a Builder and provide evidence to the Buyer of completion of the Work.
7. If, prior to the Seller commencing Work, the Seller and Buyer wish to agree and do agree an amount to be paid by the Seller to the Buyer then the amount will be deducted from the Purchase Price at Settlement and the Seller will not undertake the Work.
8. If the Seller does not agree in writing to remedy Major Structural Defects within five (5) Business Days from when the Major Structural Defects Notice was served on the Seller, Seller Agent or Seller Representative then:
(a) At any time within a further Five (5) Business Days after (1) that period ending (if no notice is given by the seller); or (2) the date notice in writing is given by the Seller to the Buyer, the Buyer may give notice in writing to the Seller, Seller Agent or Seller Representative terminating the Contract and the Deposit and other monies paid will be repaid to the Buyer;
(b) if the Buyer does not terminate the Contract pursuant to this clause 8, then this Annexure ceases to apply and the Contract continues unaffected by this Annexure.
9. In this Annexure:
9.1 "Builder" means a registered building service contractor (as defined in the Building Services (Registration) Act 2011WA) qualified to remedy the matters set out in the Major Structural Defects Notice.
9.2 "Consultant" means an independent inspector qualified and experienced in undertaking pre-purchase property inspections to ascertain Major Structural Defects.
9.3 "Date" means the date inserted or calculated in clause 2. If nothing is inserted in clause 2 then the Date will be five (5) Business Days from the later of (i) the Contract Date; or (ii) the Latest Time for Financial Approval (if any).
9.4 "Major Structural Defects" means a fault or deviation from the intended structural performance of a building element and is a major defect to the building structure of sufficient magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility, or further deterioration of the building structure. Major Structural Defects does not include any non-structural element, e.g., roof plumbing and roof covering, general gas, water and sanitary plumbing, electrical wiring, partition walls, cabinetry, windows, doors, trims, fencing, minor structures, non-structural damp issues, ceiling linings, floor coverings, decorative finishes such as plastering, painting, tiling etc., general maintenance, or spalling of masonry, fretting of mortar or rusting of primary structural elements.
9.5 "Major Structural Defects Notice" means a Notice in writing from the Buyer to the Seller to provide the Seller with the opportunity to agree to rectify the Major Structural Defects that the Buyer requires to be rectified.
9.6 "Report" means the report performed in accordance with Appendix A of the Standard by a 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

ANNEXURE B

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

4 Calamocha Way, Piara Waters WA 6112

- 1. The Buyer may at their expense obtain a non-invasive written Report on any Timber Pest Activity or Damage of the residential building and of the following described areas Located upon the Property ("Building").
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)
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.
9. In this Annexure:
9.1 "Activity" means evidence of the presence of current Timber Pests.
9.2 "Builder" means a registered building service contractor (as defined in the Building Services (Registration) Act 2011WA) qualified to remedy the matters set out in the Major Structural Defects Notice.

BUYER SIGNATURE BUYER SIGNATURE SELLER SIGNATURE SELLER SIGNATURE
BUYER SIGNATURE BUYER SIGNATURE SELLER SIGNATURE SELLER SIGNATURE

WESTERN



AUSTRALIA

TITLE NUMBER

Volume Folio

2817 21

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 202 ON DEPOSITED PLAN 76720

REGISTERED PROPRIETOR: (FIRST SCHEDULE)

SUNIL ADHIKARI
NIRA ROKA
BOTH OF 43A KITCHENER AVENUE, BURSWOOD
AS JOINT TENANTS

(T M389775) REGISTERED 2/9/2013

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

1. RESTRICTIVE COVENANT BENEFIT - SEE DEPOSITED PLAN 76720 AND INSTRUMENT M300971
2. RESTRICTIVE COVENANT BURDEN - SEE DEPOSITED PLAN 76720 AND INSTRUMENT M300971
3. P538265 MORTGAGE TO WESTPAC BANKING CORPORATION REGISTERED 4/5/2023.

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.

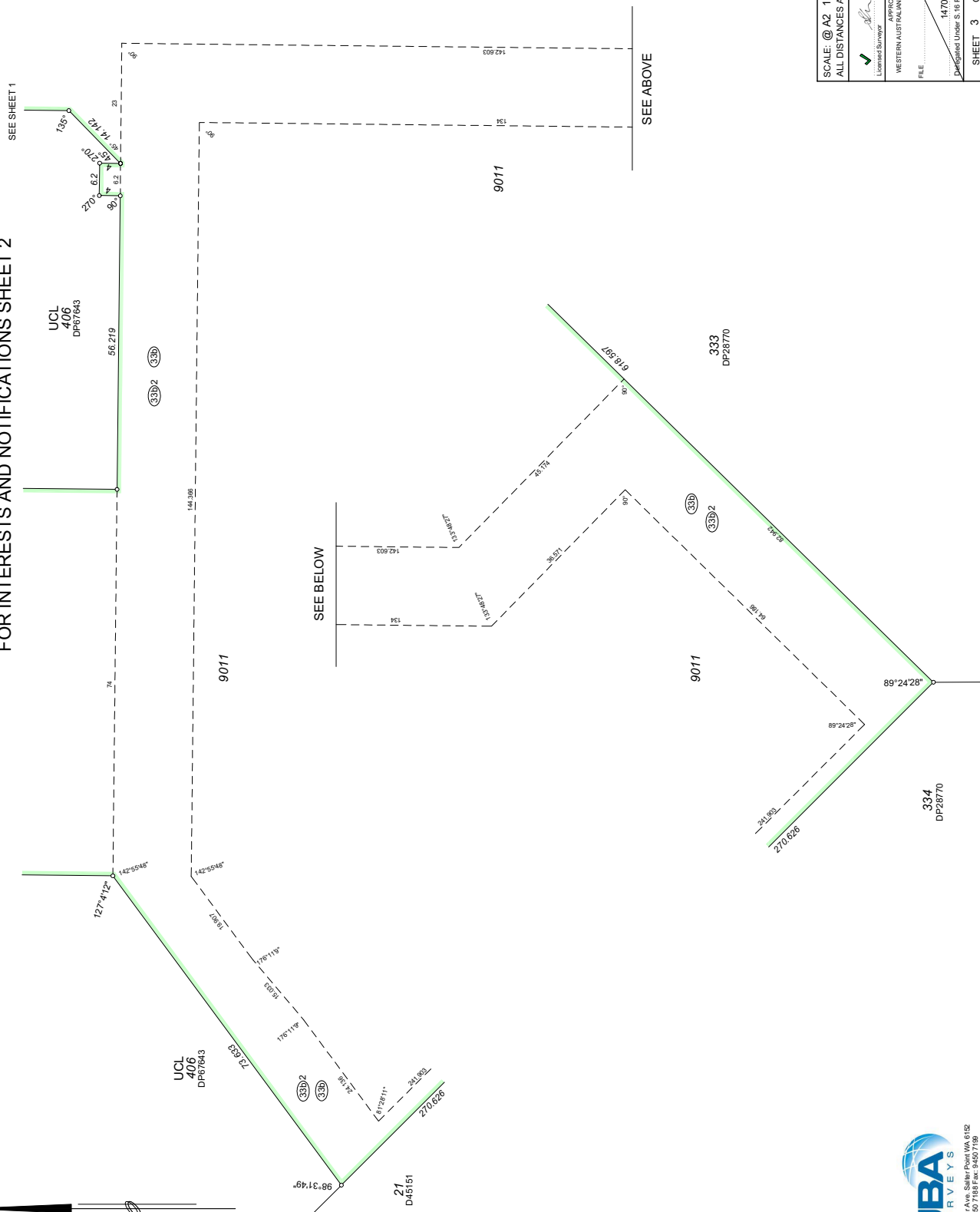
-----END OF CERTIFICATE OF TITLE-----

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: DP76720
PREVIOUS TITLE: 2811-956
PROPERTY STREET ADDRESS: 4 CALAMOCHA WAY, PIARA WATERS.
LOCAL GOVERNMENT AUTHORITY: CITY OF ARMADALE

FOR HEADING SEE SHEET 1
FOR INTERESTS AND NOTIFICATIONS SEE SHEET 2



Our Ref: 6694 75963.CSD

SCALE: @A2 1:500



Landgate

DEPOSITED PLAN

76720


 Approved By: _____ Date: _____
 Licensed Surveyor

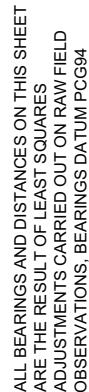
FILE

147086
 Derigated Under S.16 P & D Act 2005
 SHEET 3 OF 4



SURVEYS
28 Pepler Ave, Salter Point WA 6152
Ph: 9450 7188 Fax: 9450 7199
email: admin@basurveys.com.au
web: www.basurveys.com.au

FOR HEADING SEE SHEET 1
FOR INTERESTS AND NOTIFICATIONS SEE SHEET 2



▲ Denotes Standard Survey Mark (SSM)
 △ Denotes Permanent Survey Mark (PSM)
 △ Denotes Permanent Control Mark (PCM)
 ⊠ Denotes Temporary Control Mark (TCM)



28B Pepler Ave, Salter Point WA 6152
Ph: 9450 7188 Fax: 9450 7199
email: admin@basurveys.com.au
web: www.basurveys.com.au

SEE 'B'
Our Ref: 6694 eFB12522.CSD



Landgate
 Western Australian Planning Commission

ALL DISTANCES ARE IN METRES
 Date: _____
 Approved By: _____
 Licensed Surveyor: _____
 Western Australian Planning Commission

FILE	147086	DATE
Deposited Under S. 16 P & O Act 2005		
SHEET 4	OF 4	VERSION 2

76720

DEPOSITED PLAN

ENLARGEMENT 'B'
NOT TO SCALE

Deposited Plan 76720

Lot	Certificate of Title	Lot Status	Part Lot
182	2817/1	Registered	
183	2817/2	Registered	
184	2817/3	Registered	
185	2817/4	Registered	
186	2817/5	Registered	
187	2817/6	Registered	
188	2817/7	Registered	
189	2817/8	Registered	
190	2817/9	Registered	
191	2817/10	Registered	
192	2817/11	Registered	
193	2817/12	Registered	
194	2817/13	Registered	
195	2817/14	Registered	
196	2817/15	Registered	
197	2817/16	Registered	
198	2817/17	Registered	
199	2817/18	Registered	
200	2817/19	Registered	
201	2817/20	Registered	
202	2817/21	Registered	
203	2817/22	Registered	
204	2817/23	Registered	
205	2817/24	Registered	
206	2817/25	Registered	
207	2817/26	Registered	
208	2817/27	Registered	
209	2817/28	Registered	
210	2817/29	Registered	
211	2817/30	Registered	
212	2817/31	Registered	
213	2817/32	Registered	
214	2817/33	Registered	
215	2817/34	Registered	
216	2817/35	Registered	
217	2817/36	Registered	
218	2817/37	Registered	
219	2817/38	Registered	
220	2817/39	Registered	
221	2817/40	Registered	
222	2817/41	Registered	
223	2817/42	Registered	
224	2817/43	Registered	
225	2817/44	Registered	
226	2817/45	Registered	

Deposited Plan 76720

Lot	Certificate of Title	Lot Status	Part Lot
227	2817/46	Registered	
228	2817/47	Registered	
229	2817/48	Registered	
230	2817/49	Registered	
231	2817/50	Registered	
232	2817/51	Registered	
233	2817/52	Registered	
234	2817/53	Registered	
256	2817/54	Registered	
257	2817/55	Registered	
258	2817/56	Registered	
259	2817/57	Registered	
260	2817/58	Registered	
261	2817/59	Registered	
262	2817/60	Registered	
263	2817/61	Registered	
264	2817/62	Registered	
265	2817/63	Registered	
266	2817/64	Registered	
267	2817/65	Registered	
268	2817/66	Registered	
269	2817/67	Registered	
700	LR3163/463	Registered	
9011	2817/68 (Cancelled)	Retired	
0	N/A	Registered	
0	N/A	Registered	
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	Retired	

INSTRUCTIONS

OFFICE USE ONLY

M300971 RC

11 Jun 2013 08:46:34 Midland



REG \$ 160.00

Restrictive Covenant

LODGED BY

ADDRESS

**Susan Dickson
Conveyancing**

PHONE No.

PO Box 6288
EAST PERTH WA 6892

FAX No.

Ph: 9218 9144

Fax: 9218 9008

REFERENCE No.

LTO Box 395V

ISSUING BOX No.

PREPARED BY Torrens Legal

ADDRESS

PO Box 100

Burswood WA 6100

PHONE No. 9325 2222 FAX No.

9325 2233

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

2/3

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1.	_____	Received Items
2.	_____	
3.	_____	Nos.
4.	_____	
5.	_____	Receiving Clerk
6.	_____	

TK

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



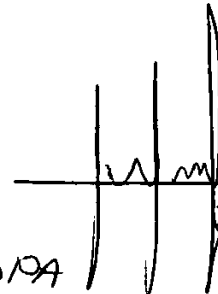
MORTGAGEE'S CONSENT

SUNCORP-METWAY LIMITED (ACN 010 831 722) being a mortgagee of the Land hereby consents to this deed and the grant of restrictive covenant contained herein:

EXECUTED FOR AND ON BEHALF OF
SUNCORP-METWAY LIMITED
ABN 66 010 831 722 BY ITS DULY
AUTHORISED ATTORNEY PURSUANT
TO POWER OF ATTORNEY N° 763500/PA
DATED 15, NOVEMBER 1991 WHO
DECLARES THEY HAVE NO NOTICE
OF REVOCATION OF THEIR POWERS
IN THE PRESENCE OF:

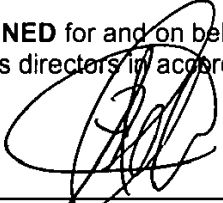
NAME OF WITNESS: JUDY KING
SIGNATURE OF WITNESS



✓

DEAN ARMITAGE
LEVEL 2
POA
✓

EXECUTED AS A DEED

SIGNED for and on behalf of **WHITBY LAND COMPANY PTY LTD ACN 115 233 193** by authority of its directors in accordance with Section 127(1) of the Corporations Act 2001:



ALLEN BRUCE CARATTI
Sole Director and Sole Secretary ✓

from any materials other than the materials of the dwelling, which match the appearance of the dwelling;

- (r) Complete construction of fencing to the dwelling any later than twenty-one (21) days from either the date of builder's handover or the date of occupation of the dwelling, whichever occurs first; or
- (s) Construct a dwelling unless the area between the front building line and the kerb is reticulated and landscaped within sixty (60) days of occupancy.

For Sale Signs

- (t) In relation only to Lots upon which a dwelling is yet to be constructed, from the date that a separate certificate of title for the Lot issues and for a period of two (2) years after that date, display or erect thereon any "For Sale" sign. For the purposes of clarity, this clause is not intended to prevent the registered proprietor of the Lot from selling or otherwise disposing of the Lot;

2. BURDEN TO RUN WITH LAND

The burden of the covenants and restrictions contained in this deed shall run and bind each of the Lots and bind the registered proprietors and their successors in title, transferees and assigns and shall endure for the benefit and be enforceable by each and every other registered proprietor of the Lots, and their successors in title, transferees and assigns.

3. JOINT AND SEVERAL OBLIGATIONS

When at any time two or more persons or corporations own a joint interest in any of the Lots, their liability hereunder will be joint and several. Any person who becomes, is or was a registered proprietor of any of the Lots will be liable for any breach of the restrictive covenant affecting the Lot which occurs while that person or corporation was the (or one of the) registered proprietor(s) of that Lot

4. RIGHT TO ENFORCE

A person who becomes a registered proprietor of any of the Lots, may whilst that person is the registered proprietor, enforce or take action in respect of a breach of the restrictive covenants created by this deed notwithstanding the breach complained of, in respect of any of the Lots, may have occurred prior to the person seeking to enforce the breach becoming the registered proprietor of the Lot.

5. SEPARATE AND DISTINCT

If any part of this deed is void or voidable, then that part shall be severed from this deed so that all parts that are not void or voidable remain in full force and effect and are unaffected by that severance.

6. TERM OF RESTRICTION

The Restrictive Covenants shall expire and cease to have effect on 31 December 2016.

7. HEADINGS AND INTERPRETION

- (a) Headings and sub-headings are inserted for convenience of reference only and shall not affect the interpretation of this deed.
- (b) In this deed "**construct**" shall mean to construct, commence to construct, permit of suffer to be constructed or commenced to be constructed.

External Finish

- (e) Construct a dwelling with external wall materials not primarily made of stone, face brick or painted or coloured cement render;
- (f) Construct a dwelling without incorporating either a portico, gable or feature wall into the street front elevation of the dwelling;
- (g) Construct a dwelling unless each street facing facade is made up of at least two (2) different colours or textures with each such colour or texture (as applicable) making up at least ten percent (10%) of the total surface area of the relevant facade. For the purpose of this clause the term "facade" does not include the roof, gutters, downpipes, windows or doors;
- (h) Construct a dwelling with roofing materials other than concrete or clay tiles or colourbond sheeting (Zincalume is not permitted) and with a pitch of less than twenty-four degrees (24°);

Garage

- (i) Construct a dwelling without a garage capable of housing at least two (2) motor vehicles. Such garage shall not be constructed other than in a manner which complements the dwelling in respect to roof pitch, materials used, design, colour and external appearance;
- (j) Construct a garage without a roller or tilt type door to shield vehicles parked in the garage from the street;
- (k) Construct out buildings greater than 20m² and/or higher than 3m unless they are constructed from materials that compliment the dwelling in appearance;

Driveways

- (l) Construct a dwelling, unless a driveway and cross-over between the road and the parking area on the Lot are constructed and completed at the same time as or prior to occupation of the dwelling. Any driveway or crossover constructed shall not be less than three metres (3m) wide and no greater than six metres (6m) wide or constructed from anything other than brick pavers, concrete or similar; concrete must be coloured and not natural colour.

Solar Heaters

- (m) Install solar heaters and air conditioners on that part of a roof facing a street and the solar heaters and air conditioners shall not be painted (or consist of coloured materials) of any colours that do not match the roof colour;

Commercial Vehicles

- (n) Park commercial vehicles including trucks, buses and tractors at the dwelling or on a verge abutting the dwelling unless screened from public view at all times or unless parked during the normal course of business by a visiting tradesman;

Repairs

- (o) Repair, restore or maintain any motor vehicle, motor cycle, boat, trailer or any other vehicle unless carried out behind the building line and screened from public view at all times;

Fences

- (p) Construct side and rear boundary fencing using anything other than "River Sand" or similar coloured "Colourbond" fence panels or sheets with "Slate Grey" or similar coloured capping, posts and rails to a maximum height of one and eight tenths of a metre (1.8m) measured from the ground level up;
- (q) Construct fencing between the dwelling and the side boundary of the Lot or forward of the dwelling along the side and front boundaries, that is visible from the street,

THIS DEED OF RESTRICTIVE COVENANT is made the 13th day of May 2013.

BY:

WHITBY LAND COMPANY PTY LTD ACN 115 233 193 of 48 Wickham Street, East Perth,
Western Australia (**Developer**)

RECITALS:

- A.** The Developer is the registered proprietor of Lot 9006 on Deposited Plan 67676 being the whole of the land contained in Certificate of Title Volume 2797 Folio 629 (**Parent Lot**).
- B.** The Parent Lot is encumbered by K476967 Mortgage to Suncorp-Metway Limited.
- C.** The Developer intends to subdivide:
 - I.** the Parent Lot into the lots shown on Deposited Plan 75963;
 - II.** that part of the Parent Lot that is Lot 9010 on Deposited Plan 75963 (**Land**) into the lots shown on Deposited Plan 76720 (**Subdivision Plan**).
- D.** Pursuant to section 136D of the Transfer of Land Act 1893 (WA), the Developer wishes to create restrictive covenants as set out in this deed on all lots on the Subdivision Plan excluding lot 700 and lot 9011 (**Lot or Lots**, as the context requires) for the benefit of the Lots.

NOW THE PARTIES AGREE AS FOLLOWS:

1. CREATION OF RESTRICTION

Pursuant to section 136D of the Transfer of Land Act 1893 (WA), the Developer hereby creates restrictive covenants on all Lots, unless otherwise specified, in the following terms:

A registered proprietor shall not:

Compliance

- (a) Develop a Lot or construct upon a Lot a dwelling unless such development or construction is in compliance with the requirements of the Residential Design Codes, the Town Planning Scheme, the approved Detailed Area Plan (as may apply) and all relevant by-laws and policies of the relevant Shire or council;

Minimum Street Front Elevation

- (b) If a Lot (excluding Lot 197) has a street frontage width of greater than fifteen (15) metres, construct a dwelling with a street front elevation width of less than eighty percent (80%) of the street frontage width of the Lot. For the purpose of a corner lot, the street frontage relates to the primary street frontage only and for the purpose of measuring the street frontage width, any truncation is ignored and the measurement is taken along the side of the Lot abutting the primary street;
- (c) In the case of Lot 197, construct a dwelling with a street front elevation width of less than 15 metres;
- (d) If a Lot has a street frontage width of less than fifteen (15) metres, construct a dwelling with a street front elevation width of less than seventy-five percent (75%) of the street frontage width of the Lot. For the purpose of a corner lot, the street frontage relates to the primary street frontage only and for the purpose of measuring the street frontage width, any truncation is ignored and the measurement is taken along the side of the Lot abutting the primary street;

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WHITBY LAND COMPANY PTY LTD
ACN 115 233 193
Developer

SECTION 136D DEED OF RESTRICTIVE COVENANT
RIVA – STAGE 7

REF:DK:Whitb004:014D s136D Restrictive Covenant Riva 7

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