

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 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 -** 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:
    - (i) they have made inquiries about the Buyer's requirements and objectives under this Contract;
    - (ii) they have conducted a "preliminary assessment" pursuant to sections 116 and 117 of the Credit Protection Act of the suitability of the credit contract proposed for the Buyer arising from the Finance Application; and
    - (iii) they have assessed that proposed credit contract as being unsuitable for the Buyer; or
- (2) the Finance Application to a Lender has been rejected.

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

## SPECIAL CONDITIONS

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

2. The Buyer is aware and accepts "RESTRICTIVE COVENANT BENEFIT/BURDEN - SEE DEPOSITED PLAN 401232 AND INSTRUMENT M599295", "M599298 NOTIFICATION" and "M599299 NOTIFICATION" on the Certificate of Title.

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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

<b>Name</b>	BALKRUSHNA NARENDRABHAI PATOLIYA				
<b>Address</b>	6 Belgrave Vista				
<b>Suburb</b>	Darch	<b>State</b>	WA	<b>Postcode</b>	6065
<b>Name</b>	ASTHA BALKRUSHNA PATOLIYA				
<b>Address</b>	6 Belgrave Vista				
<b>Suburb</b>	Darch	<b>State</b>	WA	<b>Postcode</b>	6065

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

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

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

	BUYER'S REPRESENTATIVE	SELLER'S REPRESENTATIVE
<b>Name</b>		
<b>Signature</b>		

## 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 Balkrushna Narendrabhai Patoliya

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name Astha Balkrushna Patoliya

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

AUSTRALIAN STANDARD PRE-PURCHASE
INSPECTION FOR MAJOR STRUCTURAL DEFECTS



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ANNEXURE

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

30 Berkshire Approach, 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 within three (3) Business Days after the Date serve a Major Structural Defects Notice on the Seller, Seller Agent or Seller Representative giving the Seller five (5) Business Days to agree to remedy the Major Structural Defects.
5. If the Seller elects in writing to remedy the Major Structural Defects in the Major Structural Defects Notice then the Settlement Date will be delayed until the later of: (a) three (3) Business Days after the Seller's Work is completed as certified by the Seller's Builder and (b) the Settlement Date.
6. The Seller must do the Work expeditiously and in good and workmanlike manner through a Builder and provide evidence to the Buyer of completion of the Work.
7. If, prior to the Seller commencing Work, the Seller and Buyer wish to agree and do agree an amount to be paid by the Seller to the Buyer then the amount will be deducted from the Purchase Price at Settlement and the Seller will not undertake the Work.
8. If the Seller does not agree 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

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

30 Berkshire Approach, 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"). If nothing is completed in the blank space then the Building will be the residential Building only.
This Annexure does not apply to: (a) any Activity or Damage outside the Building; (b) any comments in the Report about conditions conducive to or susceptibility to Timber Pests; or (c) recommendations for further investigations.
2. The Buyer must serve a copy of the Report on the Seller, Seller Agent or Seller Representative by 4PM on: \*complete (a) or (b)
(a\*) / / OR (b\*) 14 days after acceptance ("Date")
3. If the Buyer, and Seller, Seller Agent or Seller Representative do not receive the Report before the Date then the Buyer will be deemed to have waived the benefit of this Annexure. Time is of the essence.
4. If the Report identifies Activity on, or Damage to, the Building, the Buyer may at any time within three (3) Business Days after the Date serve a Timber Pest Notice on the Seller, Seller Agent or Seller Representative giving the Seller Five (5) Business Days to agree to Eradicate and/or Repair.
5. If the Seller elects in writing to Eradicate and/or Repair pursuant to the Timber Pest Notice then the Settlement Date will be delayed until the later of: (a) three (3) Business Days after the Seller's Work is completed as certified by, the Seller's Builder in relation to Repair or a Consultant in relation to Eradication or, the later of them if both are required and (b) the Settlement Date.
6. The Seller must do the Work expeditiously and in a good and workmanlike manner through (a) a Builder to Repair or (b) a Consultant to Eradicate, and provide evidence to the Buyer of completion of the Work.
7. If, prior to the Seller commencing the Work, the Seller and Buyer wish to agree and do agree an amount to be paid by the Seller to the Buyer then that amount will be deducted from the Purchase Price at Settlement and the Seller will not undertake the Work.
8. If the Seller does not agree in writing to Eradicate and/or Repair within Five (5) Business Days from when the Timber Pest Notice was served on the Seller, Seller Agent or Seller Representative then
(a) At any time within a further Five (5) Business Days after (1) that period ending (if no notice is given by the seller); or (2) the date notice in writing is given by the Seller to the Buyer, the Buyer may give notice in writing to the Seller, Seller Agent or Seller Representative terminating the Contract and the Deposit and other monies paid will be repaid to the Buyer;
(b) if the Buyer does not terminate the Contract pursuant to this clause 8, then this Annexure ceases to apply and the Contract continues unaffected by this Annexure.
9. In this Annexure:
9.1 "Activity" means evidence of the presence of current Timber Pests.
9.2 "Builder" means a registered building service contractor (as defined in the Building Services (Registration) Act 2011(WA) qualified to remedy the matters set out in the Major Structural Defects Notice.
9.3 "Consultant" means an independent inspector qualified and experienced in undertaking, pre-purchase property inspections pursuant to the Standard and Eradication.
9.4 "Damage" means evidence of damage caused by Timber Pests to the Building.
9.5 "Date" means the date inserted or calculated in clause 2. If no date is inserted in clause 2 then the Date will be Five (5) Business Days from the later of: (i) the Contract Date; or (ii) the Latest Time for Finance Approval (if any).
9.6 "Eradicate" and "Eradication" mean the treatment necessary to eradicate Activity affecting the Building.
9.7 "Repair" means the Work necessary to repair any Damage.
9.8 "Report" means a report performed in accordance with the Standard by a Consultant at the Property.
9.9 "Standard" means Australian Standard AS 4349.3-2010 (as amended from time to time) Inspection of buildings Timber Pest Inspections.
9.10 "Timber Pests" means subterranean and dampwood termites, borers of seasoned timber and wood decay fungi as defined in the Standard.
9.11 "Timber Pest Notice" means a Notice in writing from the Buyer to the Seller to provide the Seller with the opportunity to agree to Eradicate and/or Repair that the Buyer requires pursuant to the Report.
9.12 "Work" means the work required to Repair pursuant to the Timber Pest Notice.
9.13 Words not defined in this Annexure have the same meaning as defined in the Standard or the 2022 General Conditions.

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

WESTERN



AUSTRALIA

TITLE NUMBER

Volume

Folio

2838

538

## 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 294 ON DEPOSITED PLAN 401232

### REGISTERED PROPRIETOR: (FIRST SCHEDULE)

BALKRUSHNA NARENDRABHAI PATOLIYA  
ASTHA BALKRUSHNA PATOLIYA  
BOTH OF 23 ROSEMARY AVENUE, DARCH  
AS JOINT TENANTS

(T M665481 ) REGISTERED 10/6/2014

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

1. RESTRICTIVE COVENANT BENEFIT - SEE DEPOSITED PLAN 401232 AND INSTRUMENT M599295
2. RESTRICTIVE COVENANT BURDEN - SEE DEPOSITED PLAN 401232 AND INSTRUMENT M599295
3. M599298 NOTIFICATION CONTAINS FACTORS AFFECTING THE WITHIN LAND. LODGED 28/4/2014.
4. M599299 NOTIFICATION CONTAINS FACTORS AFFECTING THE WITHIN LAND. LODGED 28/4/2014.
5. M665482 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA REGISTERED 10/6/2014.

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-----

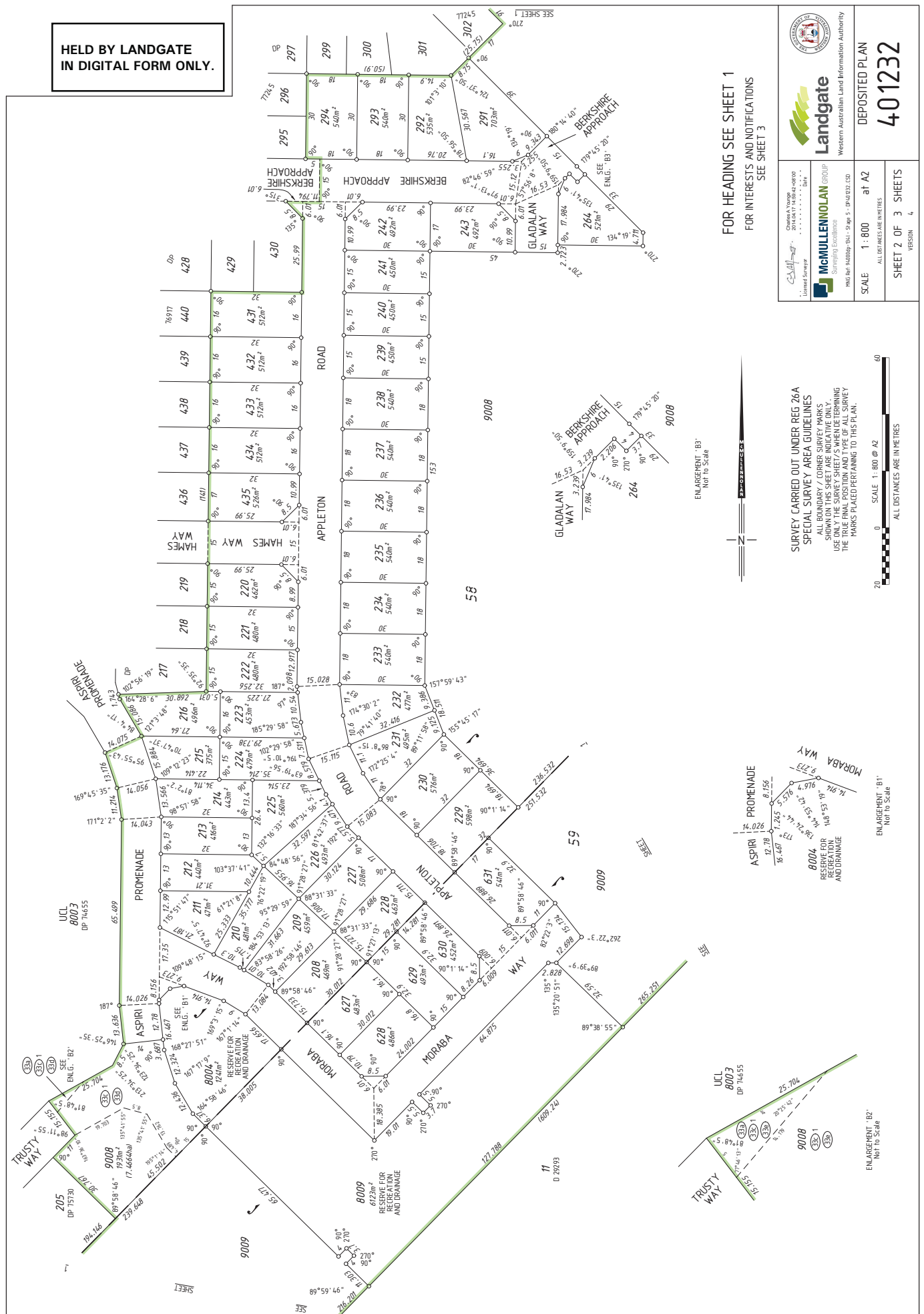
### STATEMENTS:

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:	DP401232
PREVIOUS TITLE:	2828-179
PROPERTY STREET ADDRESS:	30 BERKSHIRE APP, PIARA WATERS.
LOCAL GOVERNMENT AUTHORITY:	CITY OF ARMADALE



**HELD BY LANDGATE  
IN DIGITAL FORM ONLY.**







HELD BY LANDGATE  
IN DIGITAL FORM ONLY.

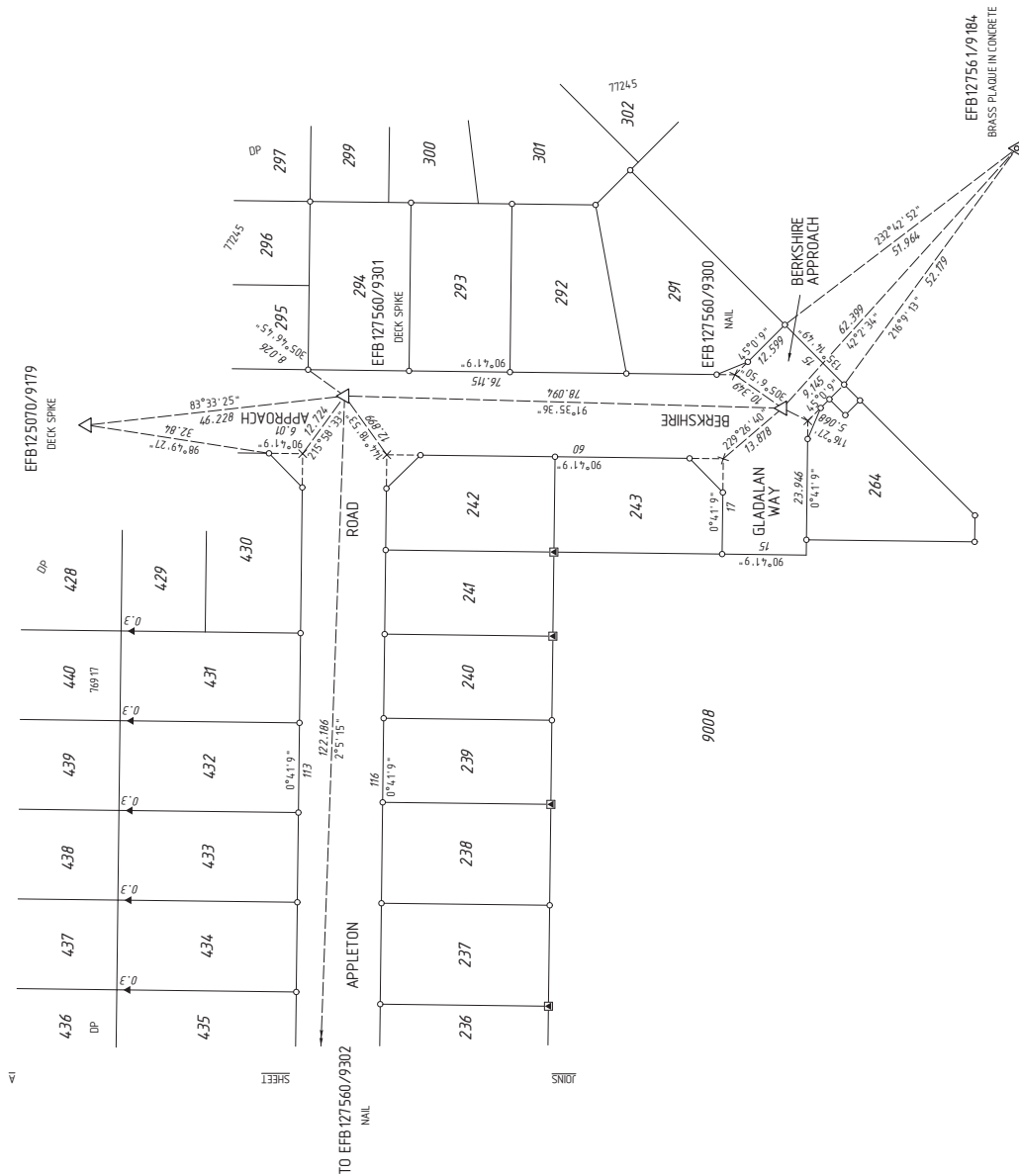
**SURVEY CERTIFICATE**  
Reg 55E (d)

The marks shown on these plans of survey were  
in place on ..... 11/06/2014, ..... .

**SURVEYOR'S CERTIFICATE**  
Reg 54,

I, ..... Charles A. Young, .....  
being a duly qualified and accurate and is a  
correct representation of the .....  
in the field records .....  
under the provisions of the Survey Act 1968  
and the provisions of this plan and that I  
comply with the relevant written law in relation  
to which it is lodged.

Charles A Young  
Licensed Surveyor  
Date



FOR SURVEY INFORMATION ONLY  
SURVEY INFORMATION COMPRISES  
SURVEY SHEETS A TO 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 FIG94

**LEGEND**

- Denotes Peg unless stated otherwise
- ▲ Denotes Nail
- Denotes Nail and Plate
- × Denotes Spile
- Denotes Drill Hole
- ⊗ Denotes Deck Spike
- ⊠ Denotes Deck Spike and Plate
- ⊡ Denotes Standard Survey Mark (SSM)
- ⊢ Denotes Permanent Survey Mark (PSM)
- ⊣ Denotes Permanent Control Mark (PCM)
- ⊤ Denotes Temporary Control Mark (TCM)

SCALE 1:600 @ A2  
ALL DISTANCES ARE IN METRES

SURVEY SHEET AUDITED  
DATE: 29/07/2014 JK



DEPOSITED PLAN  
401232

SCALE 1:600 at A2  
ALL DISTANCES ARE IN METRES  
SURVEY SHEET B  
VERSION 1

# Deposited Plan 401232

Lot	Certificate of Title	Lot Status	Part Lot
208	2838/501	Registered	
209	2838/502	Registered	
210	2838/503	Registered	
211	2838/504	Registered	
212	2838/505	Registered	
213	2838/506	Registered	
214	2838/507	Registered	
215	2838/508	Registered	
216	2838/509	Registered	
220	2838/510	Registered	
221	2838/511	Registered	
222	2838/512	Registered	
223	2838/513	Registered	
224	2838/514	Registered	
225	2838/515	Registered	
226	2838/516	Registered	
227	2838/517	Registered	
228	2838/518	Registered	
229	2838/519	Registered	
230	2838/520	Registered	
231	2838/521	Registered	
232	2838/522	Registered	
233	2838/523	Registered	
234	2838/524	Registered	
235	2838/525	Registered	
236	2838/526	Registered	
237	2838/527	Registered	
238	2838/528	Registered	
239	2838/529	Registered	
240	2838/530	Registered	
241	2838/531	Registered	
242	2838/532	Registered	
243	2838/533	Registered	
264	2838/534	Registered	
291	SP72104	Strata'd	
291	2838/535 (Cancelled)	Strata'd	
292	2838/536	Registered	
293	2838/537	Registered	
294	2838/538	Registered	
431	2838/539	Registered	
432	2838/540	Registered	
433	2838/541	Registered	
434	2838/542	Registered	
435	2838/543	Registered	
627	2838/544	Registered	



# Deposited Plan 401232

Lot	Certificate of Title	Lot Status	Part Lot
628	2838/545	Registered	
629	2838/546	Registered	
630	2838/547	Registered	
631	2838/548	Registered	
8004	LR3164/339	Registered	
8009	LR3164/340	Registered	
9008	2838/549 (Cancelled)	Retired	
9009	2838/550 (Cancelled)	Retired	
0	N/A	Registered	
0	N/A	Retired	
0	N/A	Registered	
0	N/A	Retired	
0	N/A	Retired	
0	N/A	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	



### INSTRUCTIONS

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

### NOTES

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

EXAMINED

M599295 RC

04 Apr 2014 13:26:45 Perth



REG \$ 160.00

LODGED BY

Lavan Legal

ADDRESS

Level 19  
1 William Street  
PERTH WA 6000

PHONE No.

9288 6000

FAX No.

9288 6001

REFERENCE No.

4040 1491 1255, 1141232, v.1

ISSUING BOX No.

99A- 999L

PREPARED BY

Lavan Legal

ADDRESS

Level 19  
1 William Street  
PERTH WA 6000

PHONE NO. 9288 6000 FAX NO. 9288 6001

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

TITLES, LEASES, DECLARATIONS ETC. LODGED HEREWITH

	Received items
1.	
2.	
3.	
4.	
5.	
6.	

Nos.

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.



**This page has been intentionally left blank**



**CONSENT OF MORTGAGEE**

Australia and New Zealand Banking Group Ltd as registered holder of Mortgage L725520 hereby consents to this deed and to the creation of the Restrictive Covenants described in this deed.

Executed for and on behalf of )  
 Australia and New Zealand )  
 Banking Group Limited )  
 ABN 11 005 357 522 under )  
 Power of Attorney dated )  
 29 April 2003 and registered in )  
 Western Australia 486779 PA )  
 Folio by Jeanie Wilson )  
 Who certifies he is a manager )  
 And that he has not received )  
 notice of revocation of that )  
 Power in the presence of )

[Signature]  
 Signature of Attorney

[Signature]  
 Signature of Witness

BARTINDER BRAR  
 Print name of Witness

16/25 ST GEORGES TCE NEDM WA  
 Address of Witness

BANK OFFICER  
 Occupation of Witness

Dated this

3rd

day of

April

2014

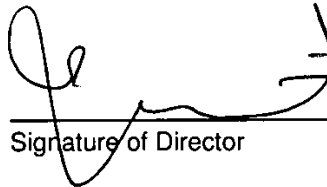
**EXECUTED as a Deed**

Executed as a Deed on behalf of

**Forrestdale Development Nominees No 1 Pty Ltd****ACN 117 030 663**

in accordance with section 127 of

the *Corporations Act 2001* (Cth) by:

  
 \_\_\_\_\_  
 Signature of Director

  
 \_\_\_\_\_  
 Signature of Director/Secretary

**STEPHEN JOHN ROBERTSON****DAMIAN PHILIP GORDON**

Print name of Director

Print name of \*Director/\*Secretary

\* delete that which does not apply

Occupation of Witness

(c) incorporate screen- planting elements.

- 2.2.21 Increase the finished level of the Lot as determined by the Seller's Project Manager by more than 400mm.
  - 2.2.22 Install any TV antenna, radio antenna or satellite dish that is visible from the street.
  - 2.2.23 Permit excessive weeds or rubbish to collect on the Lots prior to, during, and after construction commences. Excavation material, rubbish or builders waste must not be deposited on adjoining properties, nature strips or public areas during construction, but must be stored in a covered bin.
  - 2.2.24 Permit building materials, temporary toilets or building equipment to be stored outside the Lot's boundary.
  - 2.2.25 Permit builders or subcontractors to park on adjoining allotments, surrounding public areas, or nature strips.
- 2.3 The Restrictive Covenants only apply to the extent that they are not inconsistent with any applicable planning scheme or the requirements of any authority.

the provisions of the relevant town planning scheme and stored in the rear yard, on the driveway or on a dedicated hardstand that compliments the driveway and are maintained in a sound, tidy and roadworthy manner. All other trailers not used in the normal course of business must not be visible to the public.

- 2.2.12 Install any roof mounted solar hot water system that is not colour matched to the roof and mounted flush to the roof pitch in accordance with the Design Guidelines.
- 2.2.13 Install any air conditioning unit on the roof that is not colour matched to the roof, or is visible to the street or above the ridge line of the roof, in accordance with the Design Guidelines.
- 2.2.14 Construct or permit to be constructed any fence on the Lots forward of the building frontage set- back line, unless approved by the Seller's Project Manager.
- 2.2.15 Construct, bring on to or use an incinerator on the Lots.
- 2.2.16 In respect of any wall or fence constructed on or between the boundary of the Lots and any adjacent road reserve where such wall forms part of a wall constructed to define the approximate boundaries of the land comprised in the plan and in relation to that part of the wall which abuts the Lots:
  - (a) do or permit any act or thing which does or is likely to cause any removal, alteration, marking or defacement of such wall or fence;
  - (b) permit such wall or fence to fall into disrepair or to become unsafe and, without limiting the foregoing, not to permit any tree or plant or any building or other thing to cause that wall to be or become structurally unsound; or
  - (c) permit such wall or fence to be repaired or renewed unless the repair or renewal is made of the same material and is in the same style and colour which such wall or fence was originally constructed.
- 2.2.17 Permit boundary fencing to exceed 1.8m in height above the ground level.
- 2.2.18 Alter, or permit to be altered, the level of the surface of the Lots within 3 metres of any retaining wall or fence located on or within the boundaries of the Lots.
- 2.2.19 Permit any side boundary fence to extend forward of the building line to the front elevation. Where a parapet wall is incorporated, no fencing will extend forward of the parapet wall.
- 2.2.20 Permit front fencing to dominate the streetscape. If used, it must be limited to:
  - (a) 1.0 metre in height, maintaining the surveillance of the street from the Residence;
  - (b) integrate and complement the design of the Residence; or

cross- over and driveway, not wider than 6 metres, constructed of brick paving or concrete finished in a decorative manner (eg stencilled, exposed aggregate, terrazzo or limecrete) with natural concrete only permitted in between the road kerb and any existing footpath;

(h) prior to, or on completion of, construction of the Residence a clearly numbered brick or masonry letterbox finished to match or compliment the Residence;

(i) a minimum internal floor area of:

- 155m<sup>2</sup> for any lot up to 400m<sup>2</sup> in area;
- 165m<sup>2</sup> for any lot ranging from 401m<sup>2</sup> to 500m<sup>2</sup>;
- 175m<sup>2</sup> for any lot ranging from 501m<sup>2</sup> to 600m<sup>2</sup>; and
- 180m<sup>2</sup> for any lot greater than 601m<sup>2</sup>.

A credit towards the internal floor area will be given for the Alfresco areas (full size to be credited) that are incorporated under the main roof and where the roof pitch requirement is maintained; and

(j) in all other respects, complied with the Design Guidelines.

2.2.5 Construct, or permit to be constructed, or bring on to the Lots any outbuilding that is visible from the street or neighbouring property (including any detached garage, workshop, garden shed, storage shed, gazebo, pergola, patio or the like) unless constructed in materials that match, compliment or are consistent with colours of the Residence.

2.2.6 Subject to clause 2.2.5, construct any garden shed on the Lots with an area greater than 6m<sup>2</sup>, and with a height exceeding 2.4m and a width or depth exceeding 3m.

2.2.7 Permit any rubbish disposal containers (bins) on the Lots to be visible from any public street or thoroughfare except on days allocated by the local authority for rubbish collection from the Lots, or submit building plans that do not identify two bin storage locations screened from public view.

2.2.8 Park commercial vehicles including trucks, buses or tractors on the Lots greater than 3 tonnes or longer than 4 metres, unless within a garage or when used during the normal course of business by a visiting tradesman.

2.2.9 Permit garden areas on the Lots and within public view to remain unlandscaped after 3 months of occupation of the Residence. This includes any areas of verge or road reserve immediately abutting the Lot.

2.2.10 Carry out or permit to be carried out on the Lots any repairs or restorations of any motor vehicle, boat or trailer or other vehicle or any aircraft unless screened from public view at all times.

2.2.11 Store boats, caravans or camper trailers on the Lots unless in accordance with

- 2.2.3 Construct, erect or install, or permit to be constructed, erected or installed on the Lots a Residence:
- (a) without drawings and specifications (including a schedule of external finishes) being first submitted to the Seller's Project Manager for its formal approval;
  - (b) which does not comply with the Design Guidelines;
  - (c) which does not comply with any condition imposed by the Seller; or
  - (d) that is not in accordance with clause 2.2.4 of this document.
- 2.2.4 Construct, or permit to be constructed, on the Lots any Residence other than a house having:
- (a) had the Residence's design assessed by an appropriately accredited energy efficiency assessor, or assessment process in accordance with the Design Guidelines;
  - (b) all structural walls predominately constructed of brick, masonry or rendered finish or as otherwise approved by the Seller's Project Manager in accordance with the Design Guidelines;
  - (c) roofs covered either with:
    - (i) clay or concrete tiles; or
    - (ii) metal sheeting having its exterior surface painted or otherwise coated, sealed or treated so as not to have highly light-reflective qualities, unless screened from public view as incorporated within the Design Guidelines;
  - (d) a double garage (suitable to fully contain two standard family sedans with garage door closed), that forms part of the main Residence that is fitted with a panel lift door of a timber or colourbond steel finish or, where separate, materials and design consistent with the main home;
  - (e) a traditional roof that is pitched at an angle of not less than 24 degrees 38 minutes and not exceeding 45 degrees, except verandahs, canopies and pergolas which may have a shallower pitch. Where alternative roof profiles such as flat, concealed, skillion, cantilevered or curved roof pitches are proposed, coloured elevation plans are to be submitted to the Seller's Project Manager for consideration, who may approve, reject or amend the plans at its absolute discretion;
  - (f) been designed to address the street or public open space by way of design, fenestration and main entrance and in relation to a Residence constructed on a corner Lot, been designed to address both street frontages;
  - (g) prior to, or on completion of, construction of the Residence a double

**Specified Encumbrances** means:

- (a) Easement L990911;
- (b) Easement for drainage purposes in favour of the City of Armadale pursuant to section 167 of the *Planning and Development Act* (WA) as created on Deposited Plan 75730; and
- (c) Easement for electricity purposes in favour of the Electricity Networks Corporation pursuant to section 167 of the *Planning and Development Act* (WA) as created on Deposited Plan 77245.

**WAPC** means the Western Australian Planning Commission.

**1.2 Interpretation**

In this document unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing any gender include the other genders;
- (c) references to persons include 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;
- (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;
- (g) the schedules and annexures form part of this document.

**1.3 Headings**

Headings shall be ignored in construing this document.

**2 RESTRICTIVE COVENANTS**

**2.1 Burden and benefit**

The burden of the Restrictive Covenants shall run with each of the Lots for the benefit each of the other Lots. The Restrictive Covenants shall be enforceable against the registered proprietor of a Lot by Forrestdale and every subsequent registered proprietor of each other Lot.

**2.2 Restrictive Covenants**

The registered proprietors for the time being of all of the Lots must not do any of the following:

- 2.2.1 Develop the land (including construct the Residence) otherwise than in accordance with the Design Guidelines, unless approved otherwise by the local authority and the Seller's Project Manager.
- 2.2.2 Construct, erect or install, or permit to be constructed, erected or installed on the Lots a Residence that does not comply with the Residential Design Codes of Western Australia.

FORM B2

WESTERN AUSTRALIA  
TRANSFER OF LAND ACT 1893 AS AMENDED

## BLANK INSTRUMENT FORM

### RESTRICTIVE COVENANT

under Section 136D of the TLA

(Note 1)

#### BY

**Forrestdale Development Nominees No. 1 Pty Ltd** (ACN 117 030 663) of 19 Hardy Street, South Perth, Western Australia (**Forrestdale**).

#### RECITALS

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

#### OPERATIVE PART

##### 1 DEFINITIONS AND INTERPRETATION

###### 1.1 Definitions

In this document:

**Act** means the *Transfer of Land Act 1893* as amended.

**Design Guidelines** means the Aspiro- Piara Waters Residential Design Guidelines.

**Land** means Part Lot 9006 on Deposited Plan 77245 being the whole of the land in certificate of title Volume 2828 Folio 179.

**Lots** means Lots 208 - 216, 220 - 243, 264, 291 - 294 and 431 - 435 on the Plan. ✓

**Plan** means Deposited Plan 401232.

**Residence** means a permanent non-transportable dwelling.

**Restrictive Covenants** means each of the restrictive covenants set out in this document.

**Seller's Project Manager** means PRM Property Group Pty Ltd (ACN 117 018 027), PO Box 495, South Perth, WA 6951

### INSTRUCTIONS

1. If insufficient space in any section, Additional Sheet Form B1, should be used with appropriate headings. The boxed sections should only contain the words "see page....."
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialed by the persons signing this document and their witnesses.

### NOTES

1. **DESCRIPTION OF LAND**  
Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated.  
Extent - Whole, part or balance of the land comprised in the Certificate of Title to be stated.  
The Volume and Folio number to be stated.
2. **REGISTERED PROPRIETOR**  
State full name and address of the Registered Proprietors as shown on the Certificate of Title and the address / addresses to which future Notices can be sent.
3. **LOCAL GOVERNMENT / PUBLIC AUTHORITY**  
State the name of the Local Government or the Public Authority preparing and lodging this notification.
4. **FACTOR AFFECTING THE USE AND ENJOYMENT OF LAND**  
Describe the factor affecting the use or enjoyment of land.
5. **ATTESTATION OF LOCAL GOVERNMENT / PUBLIC AUTHORITY**  
To be attested in the manner prescribed by the Local Government Act or as prescribed by the Act constituting the Public Authority.
6. **REGISTERED PROPRIETOR'S EXECUTION**  
A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The full name, address and occupation of the witness must be stated.

  
**Landgate**



EXAMINED

**M599298 NR**

04 Apr 2014 13:26:45 Perth



REG \$ 160.00

28 April

### NOTIFICATION

LODGED BY

**PAUL GARNETT'S CONVEYANCING WA**  
ADDRESS **PO BOX 157**  
**KARRINYUP WA 6921**  
PHONE No. **PH: 9440 0488 FAX: 9440 0477**

FAX No.

REFERENCE No.

ISSUING BOX No. **999L**

PREPARED BY

McMullen Nolan Group Pty Ltd

PO Box 3526  
ADDRESS **SUCCESS WA 6964**

PHONE No. 6436 1599

FAX No. 6436 1500

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

7/8

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

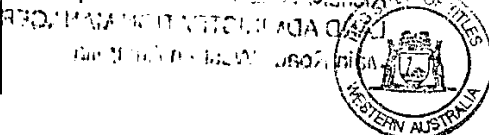
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3. \_\_\_\_\_  
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6. \_\_\_\_\_

Received Items

Nos.

Receiving Clerk

Lodged 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.



**NOTIFICATION  
UNDER SECTION 70A**

DESCRIPTION OF LAND (Note 1)

LOTS 208-216, 220-243, 264, 291-294 AND 431-435 ON DEPOSITED  
PLAN 401232FORMERLY  
NOW

EXTENT

PART  
WHOLE

VOLUME

2828

FOLIO

179

REGISTERED PROPRIETOR (Note 2)

FORRESTDALE DEVELOPMENT NOMINEES NO.1 PTY LTD (ACN 117 030 663) OF 19 HARDY STREET,  
SOUTH PERTH WA

LOCAL GOVERNMENT / PUBLIC AUTHORITY (Note 3)

MAIN ROADS WESTERN AUSTRALIA

FACTOR AFFECTING USE OR ENJOYMENT OF LAND (Note 4)

PROSPECTIVE PURCHASERS ARE NOTIFIED THAT THE USE AND ENJOYMENT OF THE LAND MAY BE AFFECTED BY THE PROPOSED UPGRADE AND WIDENING OF ARMADALE ROAD BY MAIN ROADS WESTERN AUSTRALIA. THE UPGRADE AND WIDENING WORKS TO ARMADALE ROAD WILL INCLUDE THE INSTALLATION OF A CENTRAL TRAFFIC ISLAND IN ARMADALE ROAD OPPOSITE THE ENTRY ROAD INTO THE DEVELOPMENT. THE INTERSECTION WILL BE LEFT IN AND LEFT OUT ONLY. THE TIMING OF THE WORKS IS SUBJECT TO CHANGE BY THE COMMISSIONER OF MAIN ROADS WESTERN AUSTRALIA.

Dated this

3rd

day of

April

Year 2014

LOCAL GOVERNMENT/PUBLIC AUTHORITY ATTESTATION (Note 5)

Signed for and on behalf of the COMMISSIONER  
OF MAIN ROADS by the officer duly delegated  
this authority by the COMMISSIONER of MAIN ROADS  
under section 10B(1) of the Main Roads Act 1930  
(as amended) in the presence of:

**Gregory Robert Fraser**  
Manager Property Management  
Main Roads Western Australia

Officer, MRWA

Officer Name and Title

Witness:

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

**Richard Wolski**  
LAND ADMINISTRATION MANAGER  
Main Roads Western Australia

REGISTERED PROPRIETOR/S SIGN HERE (Note 6)

Executed on behalf of )  
Forrestdale Development Nominees No. 1 Pty Ltd )  
ACN 117 030 663 )  
in accordance with section 127 of )  
the Corporations Act 2001 (Cth) by: )

Signature of Director

Signature of \*Director/\*Secretary

**DAMIAN PHILIP GORDON**

STEPHEN JOHN ROBERTSON

Print name of Director

Print name of \*Director/\*Secretary

\*cross out which does not apply

### INSTRUCTIONS

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Extent - Whole, part or balance of the land comprised in the Certificate of Title to be stated.  
The Volume and Folio number to be stated.
2. **REGISTERED PROPRIETOR**  
State full name and address of the Registered Proprietors as shown on the Certificate of Title and the address / addresses to which future Notices can be sent.
3. **LOCAL GOVERNMENT / PUBLIC AUTHORITY**  
State the name of the Local Government or the Public Authority preparing and lodging this notification.
4. **FACTOR AFFECTING THE USE AND ENJOYMENT OF LAND**  
Describe the factor affecting the use or enjoyment of land.
5. **ATTESTATION OF LOCAL GOVERNMENT / PUBLIC AUTHORITY**  
To be attested in the manner prescribed by the Local Government Act or as prescribed by the Act constituting the Public Authority.
6. **REGISTERED PROPRIETOR'S EXECUTION**  
A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The full name, address and occupation of the witness must be stated.

  
**Landgate**



EXAMINED

**M599299 NR**

04 Apr 2014 13:28:45 Perth



REG \$ 150.00

28 Apr 11

## NOTIFICATION

LODGED BY

**PAUL GARNETT'S CONVEYANCING WA**  
ADDRESS **PO BOX 157**  
**KARRINYUP WA 6921**  
**PH: 9440 0488 FAX: 9440 0477**

PHONE No.

FAX No.

REFERENCE No.

ISSUING BOX No.

PREPARED BY **McMullen Nolan Group Pty Ltd**

PO Box 3526  
ADDRESS **SUCCESS WA 6964**

PHONE No. 6436 1599

FAX No. 6436 1500

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



TITLES, LEASES, DECLARATIONS ETC LODGED HERewith

1. \_\_\_\_\_  
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4. \_\_\_\_\_  
5. \_\_\_\_\_  
6. \_\_\_\_\_

Received Items

Nos.

  
Receiving Clerk

Lodged 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.



## DESCRIPTION OF LAND (Note 1)

DESCRIPTION OF LAND (Note 1)	EXTENT	VOLUME	FOLIO
LOTS 291-294 AND 264 ON DEPOSITED PLAN 401232  FORMERLY NOW	PART	2828	179

REGISTERED PROPRIETOR (Note 2)

FORRESTDAL DEVELOPMENT NOMINEES NO. 1 PTY LTD (ACN 117 030 663) OF 19 HARDY STREET,  
SOUTH PERTH WA

LOCAL GOVERNMENT / PUBLIC AUTHORITY (Note 3)

CITY OF ARMADALE

FACTOR AFFECTING USE OR ENJOYMENT OF LAND (Note 4)


THE LOT(S) IS/ARE SUBJECT TO A FIRE MANAGEMENT PLAN.

WAPC APPROVAL 147895 APPROVED 30 JULY 2013

Dated this 27<sup>th</sup> day of March Year 2014

LOCAL GOVERNMENT/PUBLIC AUTHORITY ATTESTATION (Note 5)

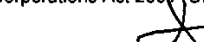

Executed by the City of Armadale  
By Paul Sanders

  
CITY OF **Armadale**  
Locked Bag 2  
ARMADALE WA 6992

---

Executive Manager Planning Services

REGISTERED PROPRIETOR/S SIGN HERE (Note 6)

Executed on behalf of )  
Forrestdale Development Nominees No. 1 Pty Ltd )  
ACN 117 030 663 )  
In accordance with section 127 of )  
the Corporations Act 2001 (Cth) by: )  
   
Signature of Director Signature of Director/Secretary  
STEPHEN JOHN ROBERTSON DAMIAN PHILIP GORDO  
Print name of Director Print name of Director/Secretary  
\*cross out which does not apply