

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	Date
Signature 	Date	Signature	Date

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

Name	Rebecca Jayne Mccready		
Address	2 Rickett Street		
Suburb	Haynes	State	WA
Postcode	6112		
Name	Steven Thomas Mccready		
Address	2 Rickett Street		
Suburb	Haynes	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 
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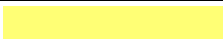
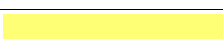
RECEIPT OF DOCUMENTS
The Seller acknowledges receipt of the following documents:

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
Name	<input type="text"/>	<input type="text"/>
Signature		<input type="text"/>
		<input type="text"/>

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04/22

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

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

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

Buyer

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Seller

Signature _____

Name Rebecca Jayne Mccready

Date _____

Signature _____

Name Steven Thomas Mccready

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

2 Rickett Street, Haynes WA 6112

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

1. The Buyer may at their expense obtain a written Report by 4PM on: (a*) / / *complete (a) or (b) **OR**
 (b*) 14 days after acceptance ("Date")

on any Major Structural Defects of the residential Building and of the following described areas

located upon the Property ("**Building**"). If nothing is completed in the blank space then the Building will be the residential Building only.

2. The Buyer must serve a copy of the Report on the Seller, Seller Agent or Seller Representative before the Date.
3. If the Buyer, and Seller Agent or Seller or Seller Representative do not receive the Report before the Date then the Buyer will be deemed to have waived the benefit of this Annexure. Time is of the essence.
4. If the Report identifies Major Structural Defects to the Property's Building, the Buyer may at any time within three (3) Business Days after the Date serve a Major Structural Defects Notice on the Seller, Seller Agent or Seller Representative giving the Seller five (5) Business Days to agree to remedy the Major Structural Defects.
5. If the Seller elects in writing to remedy the Major Structural Defects in the Major Structural Defects Notice then the Settlement Date will be delayed until the later of: (a) three (3) Business Days after the Seller's Work is completed as certified by the Seller's Builder and (b) the Settlement Date.
6. The Seller must do the Work expeditiously and in good and workmanlike manner through a Builder and provide evidence to the Buyer of completion of the Work.
7. If, prior to the Seller commencing Work, the Seller and Buyer wish to agree and do agree an amount to be paid by the Seller to the Buyer then the amount will be deducted from the Purchase Price at Settlement and the Seller will not undertake the Work.
8. If the Seller does not agree to remedy Major Structural Defects within five (5) Business Days from when the Major Structural Defects Notice was served on the Seller, Seller Agent or Seller Representative then:
 - (a) the Buyer may at any time within a further five (5) Business Days after that period ends, give notice in writing to the Seller, Seller Agent or Seller Representative terminating the Contract and the Deposit and other monies paid will be repaid to the Buyer;
 - (b) if the Buyer does not terminate the Contract pursuant to this clause 8, then this Annexure ceases to apply and the Contract continues unaffected by this Annexure.
9. In this Annexure:
 - 9.1 "Builder" means a builder registered in Western Australia with appropriate qualifications and using such other appropriately qualified persons, necessary to remedy the matters set out in the Major Structural Defects Notice.
 - 9.2 "Consultant" means an independent inspector qualified and experienced in undertaking pre-purchase property inspections to ascertain Major Structural Defects.
 - 9.3 "Date" means the date inserted or calculated in clause 1. If nothing is inserted in clause 1 then the Date will be five (5) Business Days from the later of (i) the Contract Date; or (ii) the Latest Time for Financial Approval (if any).
 - 9.4 "Major Structural Defects" means a fault or deviation from the intended structural performance of a building element and is a major defect to the building structure of sufficient magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility, or further deterioration of the building structure. Major Structural Defects does not include any non-structural element, e.g., roof plumbing and roof covering, general gas, water and sanitary plumbing, electrical wiring, partition walls, cabinetry, windows, doors, trims, fencing, minor structures, non-structural damp issues, ceiling linings, floor coverings, decorative finishes such as plastering, painting, tiling etc., general maintenance, or spalling of masonry, fretting of mortar or rusting of primary structural elements.
 - 9.5 "Major Structural Defects Notice" means a Notice in writing from the Buyer to the Seller to provide the Seller with the opportunity to agree to rectify the Major Structural Defects that the Buyer requires to be rectified.
 - 9.6 "Report" means the report performed in accordance with Appendix A of the Standard by a ~~Consultant~~ **Registered Builder** . It is not a special purpose report, nor an all-encompassing report dealing with every aspect of the Property. The Report should only be a reasonable attempt to identify Major Structural Defects to the Building structure pursuant to Appendix "A" of the Standard. The presence of defects will only be relevant in this Annexure when the defects are a Major Structural Defect.
 - 9.7 "Standard" means Australian Standard AS 4349-2007 (as amended from time to time) Inspections of buildings Part 1: Pre-purchase Structural Inspection - Residential buildings).
 - 9.8 "Work" means the work required to rectify the Major Structural Defects set out in the Major Structural Defects Notice.
 - 9.9 Words not defined in this Annexure have the same meaning as defined in the Standard or the 2018 General Conditions.

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR TIMBER PESTS



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ANNEXURE B

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

2 Rickett Street, Haynes WA 6112

1. The Buyer may at their expense obtain a non-invasive written Report on any Timber Pest Activity or Damage by:

4PM on **complete one*

/ / OR

("Date")

14 days after acceptance

of the residential building and the located upon the Property ("**Building**").

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

2. The Buyer must serve a copy of the Report on the Seller, Seller Agent or Seller Representative before the Date.
3. If the Buyer, and Seller, Seller Agent or Seller Representative do not receive the Report before the Date then the Buyer will be deemed to have waived the benefit of this Annexure. Time is of the essence.
4. If the Report identifies Activity on, or Damage to, the Building, the Buyer may at any time within three (3) Business Days after the Date serve a Timber Pest Notice on the Seller, Seller Agent or Seller Representative giving the Seller Five (5) Business Days to agree to Eradicate and/or Repair.
5. If the Seller elects in writing to Eradicate and/or Repair pursuant to the Timber Pest Notice then the Settlement Date will be delayed until the later of: (a) three (3) Business Days after the Seller's Work is completed as certified by, the Seller's Builder in relation to Repair or a Consultant in relation to Eradication or, the later of them if both are required and (b) the Settlement Date.
6. The Seller must do the Work expeditiously and in a good and workmanlike manner through (a) a Builder to Repair or (b) a Consultant to Eradicate, and provide evidence to the Buyer of completion of the Work.
7. If, prior to the Seller commencing the Work, the Seller and Buyer wish to agree and do agree an amount to be paid by the Seller to the Buyer then that amount will be deducted from the Purchase Price at Settlement and the Seller will not undertake the Work.
8. If the Seller does not agree to Eradicate and/or Repair within Five (5) Business Days from when the Timber Pest Notice was served on the Seller, Seller Agent or Seller Representative then
 - (a) the Buyer may at any time within a further Five (5) Business Days after that period ends, give notice in writing to the Seller, Seller Agent or Seller Representative terminating the Contract and the Deposit and other monies paid will be repaid to the Buyer;
 - (b) if the Buyer does not terminate the Contract pursuant to this clause 8, then this Annexure ceases to apply and the Contract continues unaffected by this Annexure.
9. In this Annexure:
 - 9.1 "Activity" means evidence of the presence of current Timber Pests.
 - 9.2 "Builder" means a builder registered in Western Australia with appropriate qualifications and using such other appropriately qualified persons, necessary to Repair any Damage set out in the Timber Pest Notice.
 - 9.3 "Consultant" means an independent inspector qualified and experienced in undertaking, pre-purchase property inspections pursuant to the Standard and Eradication.
 - 9.4 "Damage" means evidence of damage caused by Timber Pests to the Building.
 - 9.5 "Date" means the date inserted or calculated in clause 1. If no date is inserted in clause 1 then the Date will be Five (5) Business Days from the later of: (i) the Contract Date; or (ii) the Latest Time for Finance Approval (if any).
 - 9.6 "Eradicate" and "Eradication" mean the treatment necessary to eradicate Activity affecting the Building.
 - 9.7 "Repair" means the Work necessary to repair any Damage.
 - 9.8 "Report" means a report performed in accordance with the Standard by a Consultant at the Property.
 - 9.9 "Standard" means Australian Standard AS 4349.3-2010 (as amended from time to time) Inspection of buildings Timber Pest Inspections.
 - 9.10 "Timber Pests" means subterranean and dampwood termites, borers of seasoned timber and wood decay fungi as defined in the Standard.
 - 9.11 "Timber Pest Notice" means a Notice in writing from the Buyer to the Seller to provide the Seller with the opportunity to agree to Eradicate and/or Repair that the Buyer requires pursuant to the Report.
 - 9.12 "Work" means the work required to Repair pursuant to the Timber Pest Notice.
 - 9.13 Words not defined in this Annexure have the same meaning as defined in the Standard or the 2018 General Conditions.

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

WESTERN



AUSTRALIA

TITLE NUMBER

Volume Folio

2822 136

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 610 ON DEPOSITED PLAN 74666

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

STEVEN THOMAS MCCREADY
REBECCA JAYNE MCCREADY
BOTH OF 2 RICKETT STREET HAYNES WA 6112
AS JOINT TENANTS

(T P697070) REGISTERED 4/9/2023

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

1. COVENANT BURDEN CREATED UNDER SECTION 150 P&D ACT TO CITY OF ARMADALE. SEE DEPOSITED PLAN 74666
2. RESTRICTIVE COVENANT BENEFIT - SEE DEPOSITED PLAN 74666 AND INSTRUMENT M402674.
3. RESTRICTIVE COVENANT BURDEN - SEE DEPOSITED PLAN 74666 AND INSTRUMENT M402674.
4. P697071 MORTGAGE TO WESTPAC BANKING CORPORATION REGISTERED 4/9/2023.

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-----

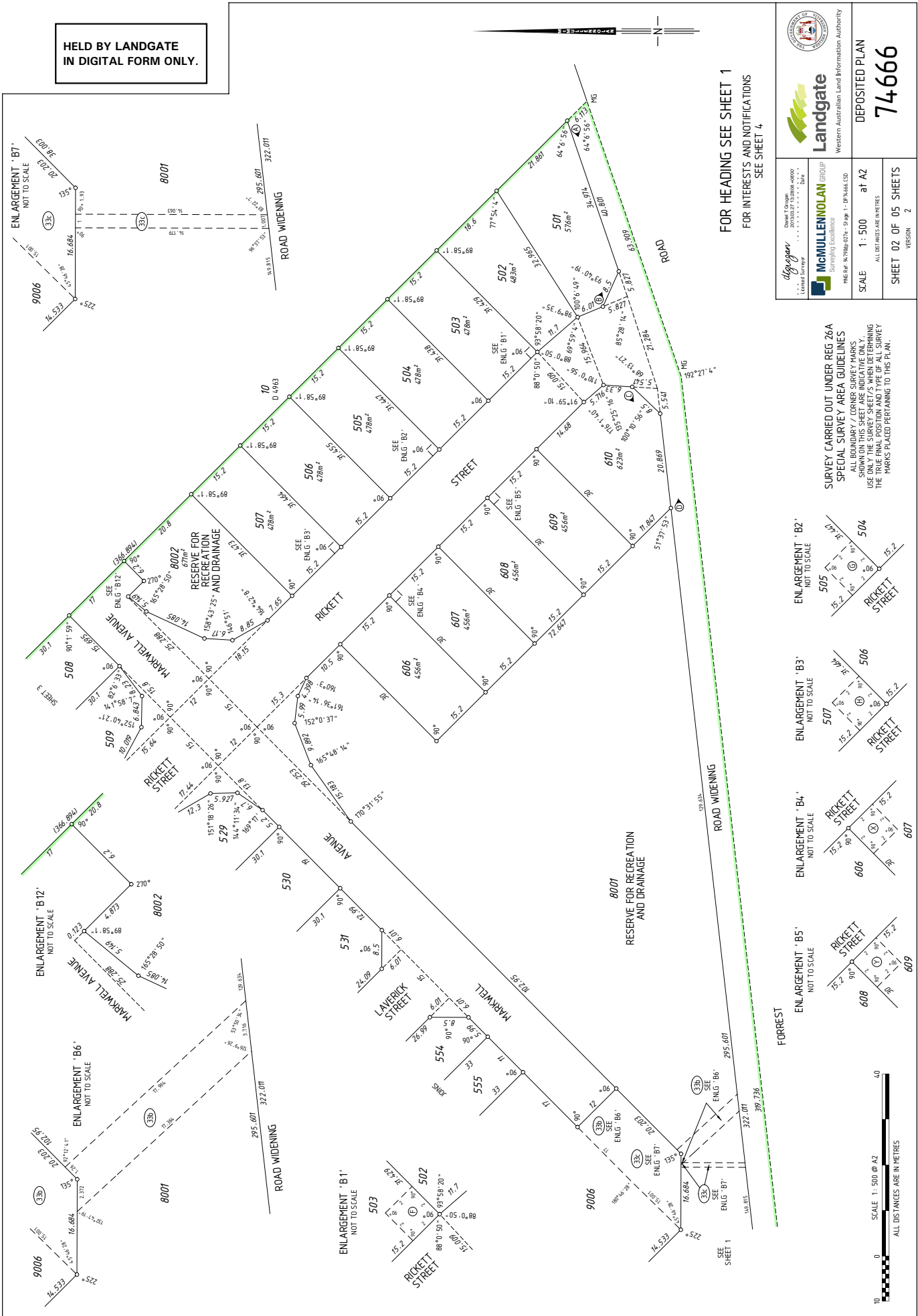
STATEMENTS:

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: DP74666
PREVIOUS TITLE: 1128-527
PROPERTY STREET ADDRESS: 2 RICKETT ST, HAYNES.
LOCAL GOVERNMENT AUTHORITY: CITY OF ARMADALE



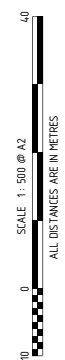
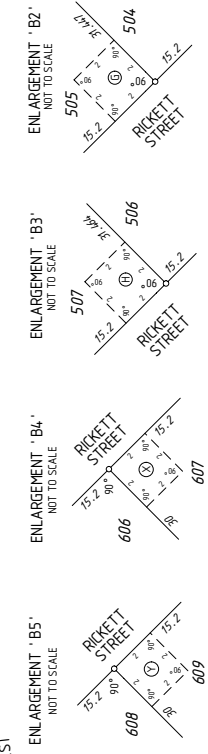
**HELD BY LANDGATE
IN DIGITAL FORM ONLY.**



FOR HEADING SEE SHEET 1
FOR INTERESTS AND NOTIFICATIONS
SEE SHEET 4.

		<p>DEPOSITED PLAN 74666</p>
<p>SCALE 1:500 at A2</p>	<p>ALL DISTANCES ARE IN METRES</p>	<p>SHEET 02 OF 05 SHEETS VERSION 2</p>

**SURVEY CARRIED OUT UNDER REG 26A
SPECIAL SURVEY AREA GUIDELINES**
ALL BOUNDARY / CORNER SURVEY MARKS
SHOWN ON THIS SHEET ARE INDICATIVE ONLY.
USE ONLY THE SURVEY SHEETS WHEN DETERMINING
THE TRUE FINAL POSITION AND THE DATE SURVEY
MARKS PLACED PERTAINING TO THIS PLAN.



HELD BY LANDGATE
IN DIGITAL FORM ONLY.

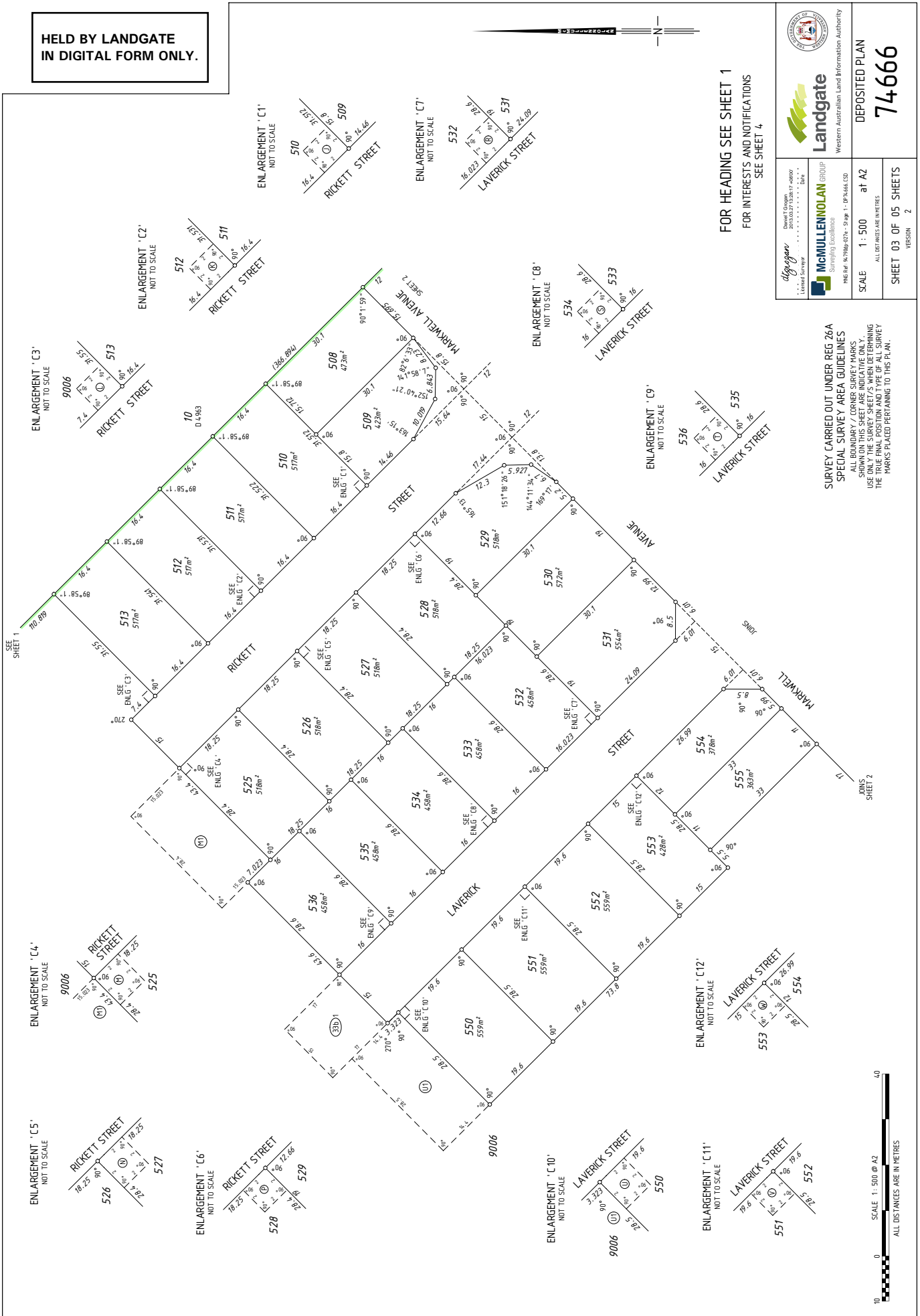
McMILLENNOLAN GROUP
SURVEYING & ENGINEERING
MEMBER OF THE MCGILL GROUP

DEPOSITED PLAN
74666

SCALE 1:500 at A2
ALL DISTANCES ARE IN METRES
SHEET 03 OF 05 SHEETS
VERSION 2

FOR HEADING SEE SHEET 1
FOR INTERESTS AND NOTIFICATIONS
SEE SHEET 4

SURVEY CARRIED OUT UNDER REG 26A
SPECIAL SURVEY AREA GUIDELINES
ALL BOUNDARY / CORNER SURVEY MARKS
SHOWN ON THIS SHEET ARE INDICATIVE ONLY.
USE ONLY THE SURVEY SHEETS WHEN DETERMINING
THE TRUE FINAL POSITION AND TYPE OF SURVEY
MARKS PLACED PERTAINING TO THIS PLAN.



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

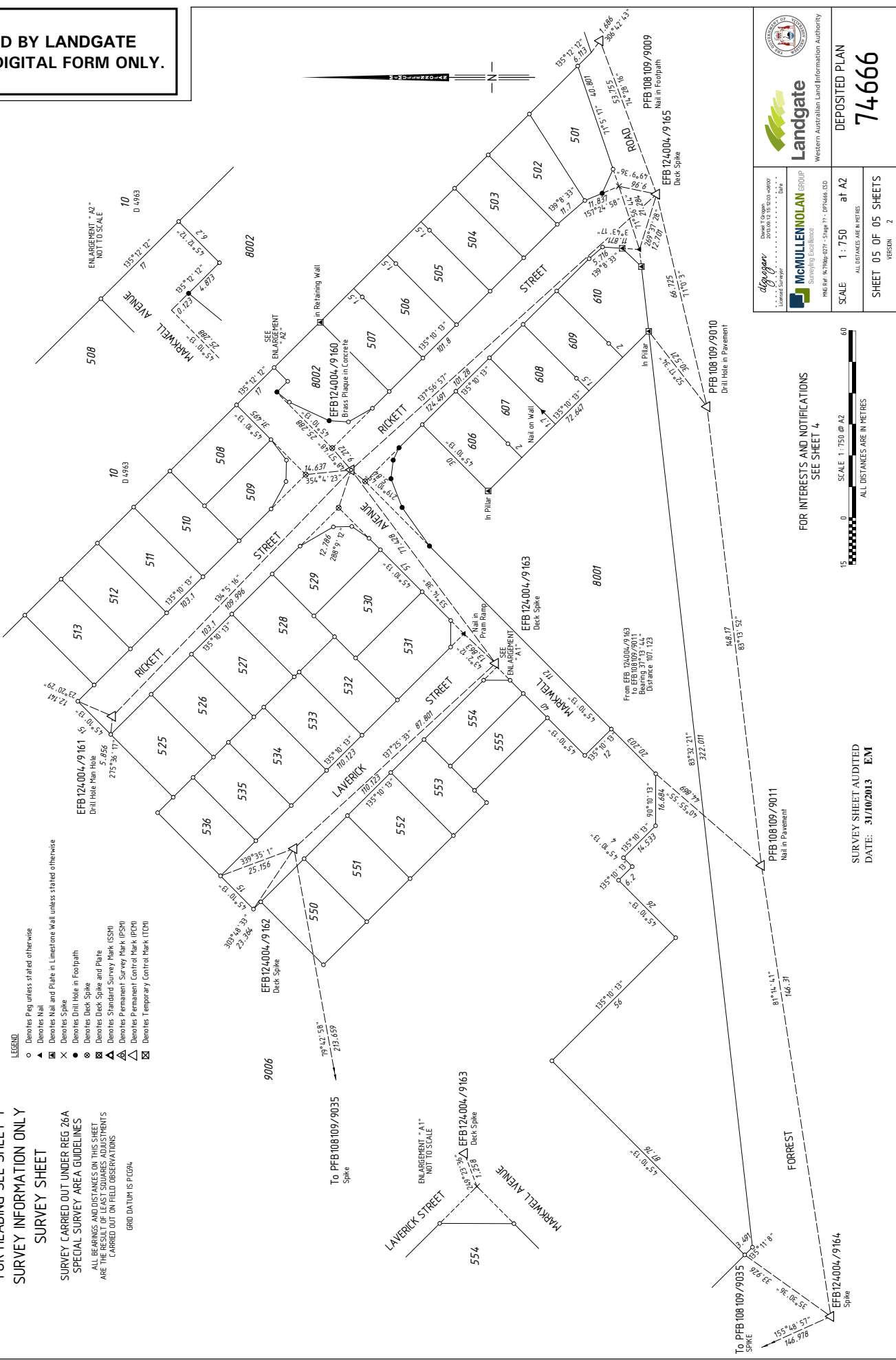
**FOR HEADING SEE SHEET 1
SURVEY INFORMATION ONLY
SURVEY SHEET**

**SURVEY CARRIED OUT UNDER REG 26A
SPECIAL SURVEY AREA GUIDELINES**
ALL BEARINGS AND DISTANCES ON THIS SHEET
ARE THE RESULT OF LASER SQUARE AND DISTANCE
CARRIED OUT ON FIELD OBSERVATIONS

GRID DATUM IS PCGDA.

LEGEND

- Denotes Peg unless stated otherwise
- ▲ Denotes Nail
- Denotes Nail and Plate in Limestone Wall unless stated otherwise
- × Denotes Spike
- ⊗ Denotes Drill Hole in Footpath
- ⊙ 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)





Landgate
Western Australian Land Information Authority

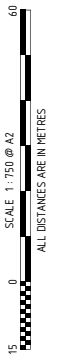
DEPOSITED PLAN
74666



McMULLENNOLAN GROUP
Surveyors & Engineers

SCALE 1:750 at A2
ALL DISTANCES ARE IN METRES
SHEET 05 OF 05 SHEETS
VERSION 2

FOR INTERESTS AND NOTIFICATIONS
SEE SHEET 4



SURVEY SHEET AUDITED
DATE: 31/10/2013 EM

Deposited Plan 74666

Lot	Certificate of Title	Lot Status	Part Lot
501	2822/101	Registered	
502	2822/102	Registered	
503	2822/103	Registered	
504	2822/104	Registered	
505	2822/105	Registered	
506	2822/106	Registered	
507	2822/107	Registered	
508	2822/108	Registered	
509	2822/109	Registered	
510	2822/110	Registered	
511	2822/111	Registered	
512	2822/112	Registered	
513	2822/113	Registered	
525	2822/114	Registered	
526	2822/115	Registered	
527	2822/116	Registered	
528	2822/117	Registered	
529	2822/118	Registered	
530	2822/119	Registered	
531	2822/120	Registered	
532	2822/121	Registered	
533	2822/122	Registered	
534	2822/123	Registered	
535	2822/124	Registered	
536	2822/125	Registered	
550	2822/126	Registered	
551	2822/127	Registered	
552	2822/128	Registered	
553	2822/129	Registered	
554	2822/130	Registered	
555	2822/131	Registered	
606	2822/132	Registered	
607	2822/133	Registered	
608	2822/134	Registered	
609	2822/135	Registered	
610	2822/136	Registered	
8001	LR3163/623	Registered	
8002	LR3163/624	Registered	
9006	2822/137 (Cancelled)	Retired	
0	N/A	Retired	
0	N/A	Registered	
0	N/A	Retired	
0	N/A	Registered	
0	N/A	Registered	
0	N/A	Retired	



Deposited Plan 74666

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



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 there is insufficient space Additional Sheet, Approval No B1191, 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 *CP.*

M402674 E/RC

13 Sep 2013 15:22:25 Midland



REG \$ 160.00

LODGED BY

ADDRESS

PHONE NO. Heidi Hunter Settlements

PO Box 1605
MORLEY WA 6062

FAX NO.

REFERENCE

ISSUING BOX NO. 303

PREPARED BY Minter Ellison

ADDRESS Allendale Square
77 St Georges Terrace
PERTH WA 6000

PHONE NO. (08) 6189 7895 FAX NO. (08) 6189 7995

REFERENCE BPA:JLP: 45-7732612

ME_105578754_1 (W2003x)

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

3/3

TITLES, LEASES, DECLARATIONS ETC LODGED HERewith

1.	_____	Received items
2.	_____	
3.	_____	Nos.
4.	_____	
5.	_____	
6.	_____	Receiving Clerk <i>(Signature)</i>

Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.



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EXECUTED as a Deed

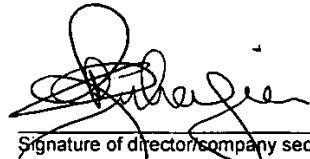
**Executed by Springtime Enterprises Pty
Ltd ACN 116 207 517** in accordance with
Section 127 of the *Corporations Act 2001*



Signature of director

JANISE WALLIS

Name of director (print)



Signature of director/company secretary
(Please delete/as applicable)

ANTHONY JOHN FRANCIS BHAGIAR

Name of director/company secretary (print)



REQUIRED CONSENT

WESTPAC BANKING CORPORATION (ACN 007 457 141), the holder of Mortgage J573208 on Lot 8 on Diagram 4963 the whole of the land contained in Certificate of Title Volume 1727 Folio and on Lot 9 on Diagram 4963 the whole of the land contained in Certificate of Title Volume 1128 Folio 527 **HEREBY CONSENTS** to the registration of this Deed of Restrictive Covenant.

DATED THIS *TWENTIETH* DAY OF *JUNE* 2013

I certify that the Attorney for the mortgagee with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

SIGNED by *Bronwyn Morgan* as attorney for Westpac Banking Corporation under power of attorney Registered No. H663334.

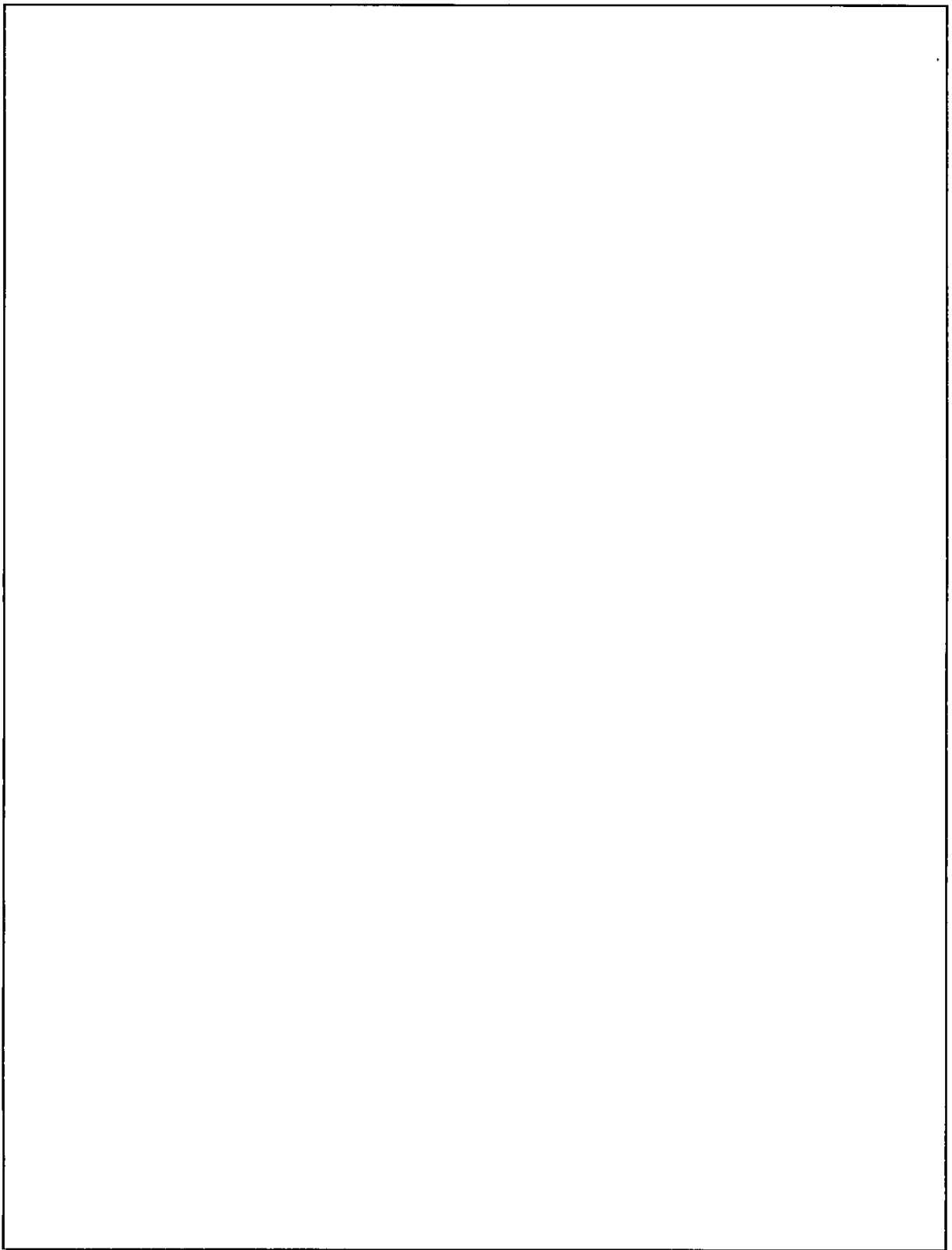
Signature of Witness: *DJB*

Name of Witness: *Denise Joy Britt*

Address of Witness: 360 Collins Street, Melbourne

B Morgan
(Signature) Tier *Three* Attorney
By executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney.





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predominantly in the same style or construction as the house;

- (c) take or permit any action to be taken to remove, alter or mark any wall or fence constructed by Springtime Enterprises (unless additional blocks are required to be added to a retaining wall in which case an engineering certificate must be obtained) on or about any of the boundaries of the Lot, permit such wall or fence to become damaged, unsafe or fall into a state of disrepair, permit any roots or any tree, plant or building or other thing on the Lot to cause such wall or fence to become structurally unsound and alter such wall or fence without the prior written consent of Springtime Enterprises;
- (d) alter the surface level of the Lot without the express permission of Springtime Enterprises; and
- (e) occupy the Lot prior to completion of the fencing.

3.4 Landscaping

- (a) permit garden areas on the Lot and within public view to remain unlandscaped after 3 months of occupation of any house on the Lot, including adjoining road verges; and
- (b) in the case of display homes, permit the garden areas on the Lot to remain unlandscaped after a reasonable period following practical completion of the display home.

3.5 Repairs

carry out or permit to be carried out on the Lot any repairs, restorations or wrecking of any motor vehicle, boat, trailer or any other vehicle unless screened from public view at all times.

3.6 Submission of plans for approval

commence, carry out, erect, construct or alter any development on the Lot without plans and specifications (including finishes schedules) being first submitted to and approved by Springtime Enterprises and in compliance with any condition (consistent with the covenants) imposed by Springtime Enterprises in giving the approval.

Encumbrances

- (a) As to Lot 8 on Diagram 4963, the whole of the land in Certificate of Title Volume 1727 Folio 363 – Mortgage M037688 to Westpac Banking Corporation.
- (b) As to Lot 9 on Diagram 4963, the whole of the land in Certificate of Title Volume 1128 Folio 527 – Mortgage M037688 to Westpac Banking Corporation.



SCHEDULE

1. Land

- (a) Lot 8 on Diagram 4963, the whole of the land in Certificate of Title Volume 1727 Folio 363; and
- (b) Lot 9 on Diagram 4963, the whole of the land in Certificate of Title Volume 1128 Folio 527.

2. Lots

All lots on the Plan except Lots 9006, 8001 and 8002.

3. Protective Covenant

The proprietors of each of the Lots will not:

3.1 Dwelling

construct or permit to be constructed on the Lot any house unless the house:

- (a) demonstrates strong architectural character and incorporates the use of colour and materials to provide considerable interest and individuality particularly the front elevation;
- (b) has a clearly defined entry;
- (c) has a facade treatment with a feature element and degree of articulation designed to avoid straight flat sections to front walls; and
- (d) is constructed in accordance with the Wungong Urban Water Redevelopment Scheme 2007 'Zone Development Policy'.

3.2 Parking and storeroom

construct or permit to be constructed on the Lot:

- (a) a driveway and the crossover between the road and the parking area on the Lot which are not constructed and completed prior to occupation of the house;
- (b) a driveway and crossover which is not constructed of segregated pavers or quality in-situ concrete finished with a pattern or limestone washed aggregate or similar; or
- (c) a driveway which is wider than 6 metres at the street boundary of the Lot or less than 0.6 metres to the side boundary.

3.3 Fencing

- (a) construct or permit to be constructed on the Lot any front fence or fence forward of the front face brickwork of the house without the prior written consent of Springtime Enterprises and in the case of adjacent houses, the fencing must not extend forward of the house with the greatest front setback to the street;
- (b) erect or permit to be erected any boundary fencing unless it is constructed of Colorbond 'Wavelock' in 'Grey Ridge' colour or constructed from masonry or brick



- (d) An obligation, covenant, representation or warranty on the part of 2 or more persons binds them jointly and each of them severally.
- (e) A reference to any thing includes the whole or any part of that thing and a reference to a group of things or persons includes each thing or person in that group.
- (f) A reference to a clause or paragraph, the Schedule or an annexure is a reference to a clause or paragraph in this Deed and the Schedule and the relevant annexure to this Deed respectively.
- (g) The index and all headings has been included for ease of reference only and they are not to be used to construe or interpret any part of this Deed.

2. SECTION 136D OF THE TRANSFER OF LAND ACT 1893

Pursuant to section 136D of the *Transfer of Land Act 1893*, Springtime Enterprises requires each certificate of title which issues for the Lots to be encumbered by the Protective Covenant.

3. LAND TO BE BURDENED BY THE PROTECTIVE COVENANT

Springtime Enterprises intends the burden of the Protective Covenant to:

- (a) run with the land described in the certificates of title for the Lots; and
- (b) be enforceable by Springtime Enterprises and each and every subsequent registered proprietor of the Lots.

4. LAND TO BE BENEFITED BY THE PROTECTIVE COVENANT

Springtime Enterprises intends the benefit of the Protective Covenant to be for the Lots.

5. TERM OF THE PROTECTIVE COVENANT

The Protective Covenant shall expire and cease to have effect from and including 5 years from the issue of the certificates of title to the Lots.



WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

BLANK INSTRUMENT FORM

DEED OF RESTRICTIVE COVENANT – Springtime in
Haynes Stage 1 - (Deposited Plan 74666)

(Note 1)

DEED dated 13 September 2013 /

BY **SPRINGTIME ENTERPRISES PTY LTD ACN 116 207 517** of Level 3/ 15 Ogilvie
Road, Mount Pleasant Western Australia 6153 (**Springtime Enterprises**) /

RECITALS

- A. Springtime Enterprises is the registered proprietor of the Land.
- B. Springtime Enterprises intends to subdivide the Land.
- C. Pursuant to section 136D of the *Transfer of Land Act 1893* Springtime Enterprises requires the Lots to be encumbered by the Protective Covenant so that the Protective Covenant will be noted on the Plan and when individual certificates of title issue for the Lots, the burden of the Protective Covenant is to be registered as an encumbrance on the certificates of title.

OPERATIVE PART

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed, unless the context otherwise requires or a contrary intention appears:

Land means the land described in item 1 of the Schedule;

Lots means the lots described in item 2 of the Schedule;

Plan means Deposited Plan 74666;

Protective Covenant means the restrictive covenant specified in item 3 of the Schedule;
and

Schedule means the Schedule to this Deed.

1.2 Interpretation

- (a) A reference to a person includes a reference to the person's personal representatives, executors, administrators, successors and assigns and a reference to a corporation includes a reference to the corporation's successors and assigns.
- (b) A reference to any person if that person ceases to exist or is reconstituted, renamed or replaced or its powers or functions are transferred to any other person, refers respectively to the person established or constituted in its place or succeeding to its powers or functions.
- (c) An obligation, covenant, representation or warranty in favour of 2 or more persons is for the benefit of them jointly and each of them severally.





Registrar of Titles.
Landgate
1 Midland Square
MIDLAND WA 6056

Business Loan Centre VIC
360 Collins Street
Melbourne VIC 3000

Telephone: 03 9608 4873
Facsimile: 03 9608 3256
Our Ref: 101596981

Your Ref:

24th June 2013

Dear Sir/Madam,

**RE: CONSENT TO DEED OF RESTRICTIVE COVENANT – SPRINGTIME
ENTERPRISES PTY LTD VOLUME 1727 FOLIO 363 AND VOLUME 1128
FOLIO 527.**

Westpac Banking Corporation as Mortgagee of Mortgage Number M037688 on Certificates of Title Volume 1727 Folio 363 and Volume 1128 Folio 527, hereby consents to the registration of the following:

- Deed of Restrictive Covenant – Springtime in Haynes Stage 1 (Deposited Plan 74666)

Documents to be lodged by Heidi Hunter Settlements on behalf of Springtime Enterprises Pty Ltd.

Westpac Banking Corporation requests that, in accordance with the request by the Registered Proprietor/s to the Registrar of Titles in the above mortgage, no duplicate Certificate of Titles be issued at the conclusion of this transaction.

For all enquiries, please contact Denise Britt on 03 9608 4873 or email dbritt@westpac.com.au.

Yours faithfully



Denise Britt
Business Loans Originations
For and on Behalf of
WESTPAC BANKING CORPORATION ABN 33 007 457 141

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www.westpac.com.au

