

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: **BJK Genesis Property Pty Ltd RA 74823 ACN 618 296 414 T/A First National Real Estate Genesis ABN 28 618 296 414**
Address **6/160 Scarborough Beach Road**
Suburb **Mount Hawthorn** State **WA** Postcode **6016**

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 **106 Piara Drive**
Suburb **Piara Waters** State **WA** Postcode **6112**
Lot **1064** Deposited/~~Survey~~/Strata/Diagram/Plan **67224** Whole / ~~Part~~ Vol **2759** Folio **282**

A **deposit** of \$ _____ of which \$ **0.00** is paid now and \$ _____ to be paid within **7** days of acceptance to be held by **First National Real Estate Genesis**

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

Purchase Price _____

Settlement Date _____

Property Chattels including **All fixed floor coverings, light fittings, window treatments and all pool equipment as inspected and where applicable.**

GST WITHHOLDING

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

FINANCE CLAUSE IS APPLICABLE

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

FINANCE CLAUSE IS NOT APPLICABLE

Signature of the Buyer if Finance Clause IS NOT applicable

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

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CONDITIONS

1. SUBJECT TO FINANCE

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

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

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

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

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

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

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

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

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

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

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

1.4 Finance Approval: Approval Notice Given

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

- (a) Finance Approval has been obtained; or
- (b) an Approval Notice has been given to the Seller or Seller Agent;

then this Clause 1 is satisfied and this Contract is in full force and effect.

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

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

1.6 Buyer Must Keep Seller Informed: Evidence

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

1.7 Right To Terminate

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

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

1.8 Waiver

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

1.9 Definitions

In this Clause:

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

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

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

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

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

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

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

Latest Time means:

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

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

Mortgage Broker means means a holder of an Australian Credit Licence pursuant to section 35 of the Credit Protection Act or a credit representative pursuant to sections 64 or 65 of that legislation.

Non Approval Notice means:

- (a) advice in writing given by the Buyer or a Lender to the Seller, or Seller Agent to the effect that the Finance Application has been rejected or Finance Approval has not been obtained; or
- (b) advice in writing from a Mortgage Broker to the Seller or Seller Agent to the effect that:
 - (1) (i) they have made inquiries about the Buyer's requirements and objectives under this Contract;
 - (ii) they have conducted a "preliminary assessment" pursuant to sections 116 and 117 of the Credit Protection Act of the suitability of the credit contract proposed for the Buyer arising from the Finance Application; and
 - (iii) they have assessed that proposed credit contract as being unsuitable for the Buyer; or
- (2) the Finance Application to a Lender has been rejected.

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

SPECIAL CONDITIONS

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

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SPECIAL CONDITIONS - Continued

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

Signature		Date		Signature	
Signature		Date		Signature	

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

Name	Krishnaba Sidhraj Singh Gohil				
Address	22 Drafthorse Approach				
Suburb	Forrestdale	State	WA	Postcode	6112
Name	Sidhraj Singh Laxmansingh Gohil Aka Gohel				
Address	22 Drafthorse Approach				
Suburb	Forrestdale	State	WA	Postcode	6112

EMAIL: The Seller consents to Notices being served at:

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

Signature		Date		Signature	
Signature		Date		Signature	

RECEIPT OF DOCUMENTS

The Buyer acknowledges receipt of the following documents:

1. This offer and acceptance
2. Strata disclosure & attachments (if strata)
3. 2022 General Conditions
4. Certificate of Title

5. Annexure of changes to General Conditions (form 198)

Signature	

RECEIPT OF DOCUMENTS

The Seller acknowledges receipt of the following documents:

1. This offer and acceptance
2. 2022 General Conditions

3. Annexure of changes to General Conditions (form 198)

Signature	

CONVEYANCER (Legal Practitioner/Settlement Agent)

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

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

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04/22

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

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

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

Buyer

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Seller

Signature _____

Name Krishnaba Sidhrajsingh Gohil

Date _____

Signature _____

Name Sidhrajsingh Laxmansingh Gohil Aka Gohel

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

106 Piara Drive, Piara Waters WA 6112

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

1. The Buyer may at their expense obtain a written Report on any Major Structural Defects of the residential building and of the following described areas Located upon the Property ("**Building**"). If nothing is completed in the blank space then the Building will be the residential Building only.

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

Registered Builder
 - 9.6 "Report" means the report performed in accordance with Appendix A of the Standard by a ~~Consultant~~. It is not a special purpose report, nor an all-encompassing report dealing with every aspect of the Property. The Report should only be a reasonable attempt to identify Major Structural Defects to the Building structure pursuant to Appendix "A" of the Standard. The presence of defects will only be relevant in this Annexure when the defects are a Major Structural Defect.
 - 9.7 "Standard" means Australian Standard AS 4349-2007 (as amended from time to time) Inspections of buildings Part 1: Pre-purchase Structural Inspection - Residential buildings).
 - 9.8 "Work" means the work required to rectify the Major Structural Defects set out in the Major Structural Defects Notice.
 - 9.9 Words not defined in this Annexure have the same meaning as defined in the Standard or the 2022 General Conditions.

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR TIMBER PESTS



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ANNEXURE B

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

106 Piara Drive, 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.

14 days after acceptance

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

2. The Buyer must serve a copy of the Report on the Seller, Seller Agent or Seller Representative by 4PM on: *complete (a) or (b)
(a*) / / OR (b*) ("Date")
3. If the Buyer, and Seller, 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

2759 282

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 1064 ON DEPOSITED PLAN 67224

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

KRISHNABA SIDHRAJSINGH GOHIL
SIDHRAJSINGH LAXMANSINGH GOHIL AKA GOHEL
BOTH OF 17/171 HUBERT STREET, EAST VICTORIA PARK
AS JOINT TENANTS

(T L622973) REGISTERED 10/5/2011

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

1. RESTRICTIVE COVENANT BENEFIT - SEE DEPOSITED PLAN 67224 AND INSTRUMENT L481057
2. RESTRICTIVE COVENANT BURDEN - SEE DEPOSITED PLAN 67224 AND INSTRUMENT L481057
3. O551608 MORTGAGE TO NATIONAL AUSTRALIA BANK LTD REGISTERED 11/11/2020.

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.

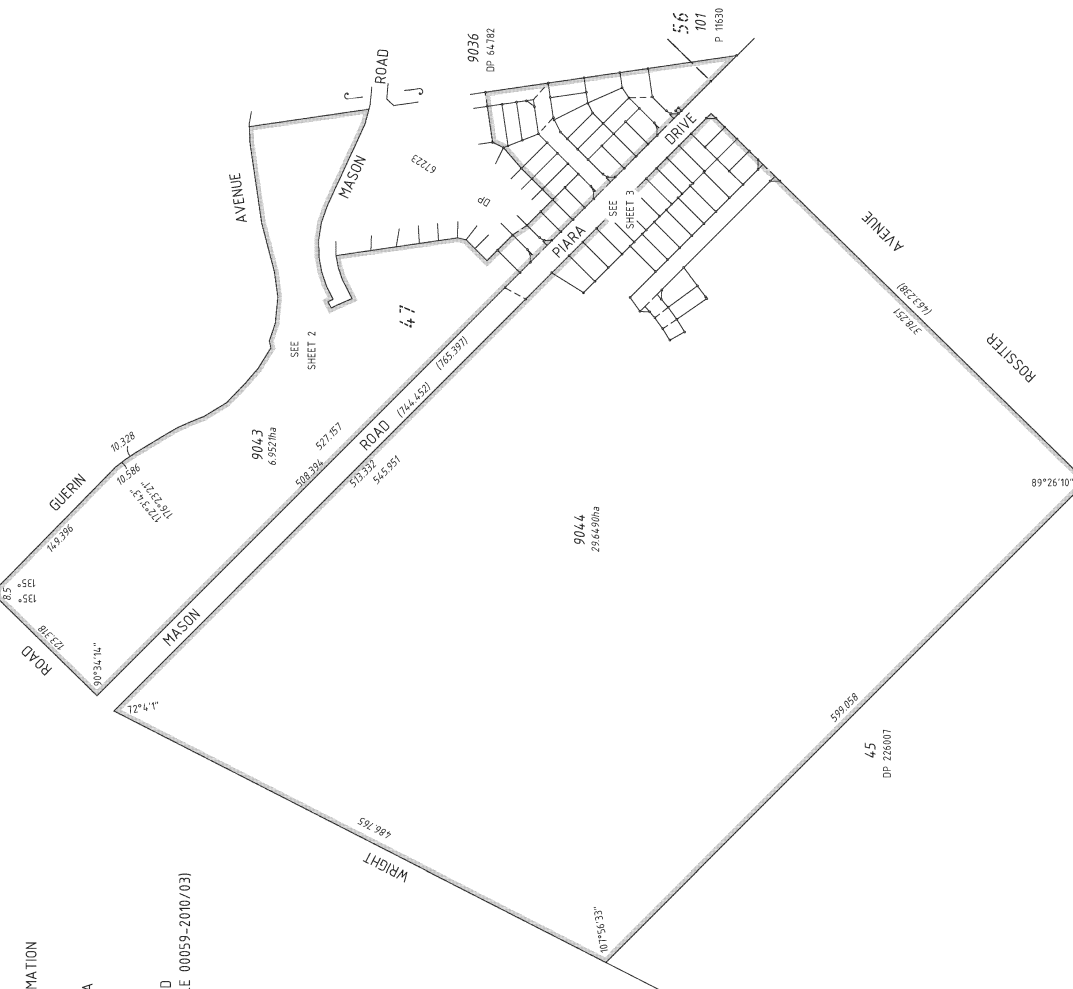
SKETCH OF LAND: DP67224
PREVIOUS TITLE: 1591-532
PROPERTY STREET ADDRESS: 106 PIARA DR, PIARA WATERS.
LOCAL GOVERNMENT AUTHORITY: CITY OF ARMADALE

VER	AMENDMENT	AUTHORISED BY	DATE
2	LANGGATE AUDIT	R.G. BEARDMAN	29/11/2010
3	SURVEY SHEETS ADDED	LANGGATE	22/3/2011

TYPE	FREEMHOLD
PURPOSE	SUBDIVISION
PLAN OF	

LOT	FORMER P/T TENURE	ON PLAN/DIAGRAM	TITLE
LOTS 986-1012, 1020-1027 & 9043	PT LOT 9042	DP 67223	C/T 2756/986
LOTS 1035-1077, 1085, 1088 & 9044	PT LOT 46	DP 226007	C/T 3591/532

LIMITED IN DEPTH TO 60.96 METRES AS TO LOTS 47 & 56 ONLY



SEE SHEETS 4 & 5 FOR SURVEY INFORMATION

SURVEY CARRIED OUT UNDER REG 26A
SPECIAL SURVEY AREA GUIDELINES

REG 26A(1) - FINAL MARKING DEFERRED
(APPROVAL ID D51-10 dated 1 October 2010; LANGGATE FILE 00059-2010/03)

INTERESTS AND NOTIFICATIONS			
SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN
	RESTRICTIVE COVENANT	SEC 138D OF THE TLA	THIS PLAN DOC L461037
	LAND BURDENED	ALL LOTS EXCEPT LOTS 9043 & 9044	BENEFIT TO ALL LOTS EXCEPT LOTS 9043 & 9044
			COMMENTS

HELD BY LANGGATE IN DIGITAL FORM ONLY.

SPECIAL SURVEY AREA SUBDIVISION



DEPOSITED PLAN
67224

SHEET 1 OF 5

DISTRICT	JANDAKOT AA (CANNING)	SSA YES/NO	
TOWNSITE		FORMER TENURE	SEE TABLE
DPI FILE	CITY OF ARMADALE	FIELD BOOK	105951
LOCAL AUTHORITY	PIARA WATERS	DATE	10/04/11
LOCALITY	ON		
INDEX	SEE SMART PLAN		

SCALE	1:3000 AT 1/25 SCALE
DATE	17-Nov-10
DATE	04-25-2010
DATE	06-Dec-2010
DATE	81-2010
DATE	82-2011

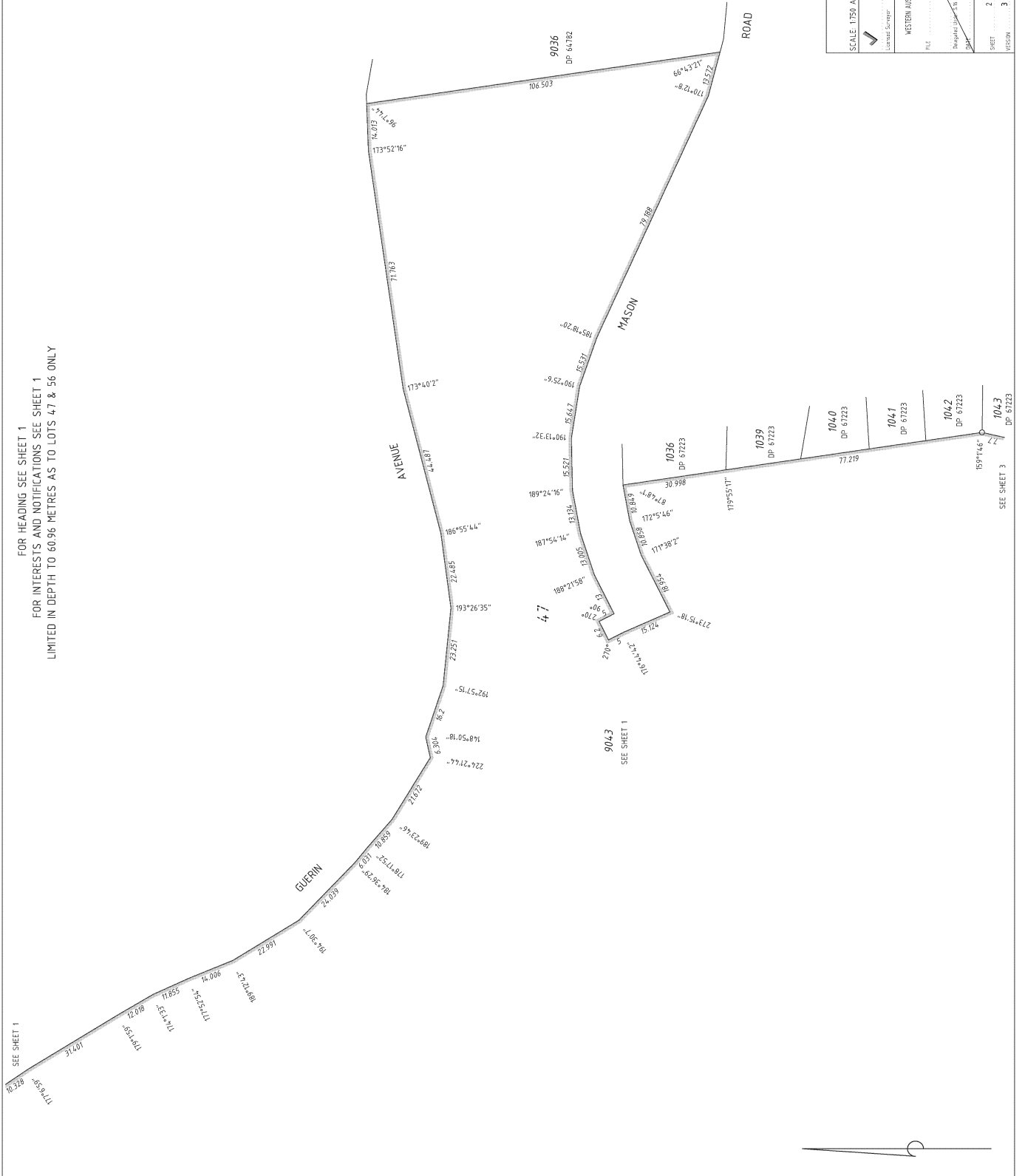
LOADED	17-Nov-10
DATE	04-25-2010
DATE	06-Dec-2010
DATE	81-2010
DATE	82-2011

SECTION	168 (1)(2)(3) P.8D Act
SECTION	138D TLA

APPROVED	REG 26A (1)(4)
DATE	6-Dec-2010

HELD BY LANDGATE
IN DIGITAL FORM ONLY.

FOR HEADING SEE SHEET 1
FOR INTERESTS AND NOTIFICATIONS SEE SHEET 1
LIMITED IN DEPTH TO 60.96 METRES AS TO LOTS 47 & 56 ONLY



SCALE 1:150 AT A2 SIZE
ALL DIMENSIONS ARE IN METRES

Landgate
Western Australian Land Information Authority

DEPOSITED PLAN
67224

FILE
Western Australian Planning Commission
MASON ROAD
1043
1042
1041
1040
1039
1036
9036

SHEET 2 OF 5
VERSION 3

Deposited Plan 67224

Lot	Certificate of Title	Lot Status	Part Lot
986	2759/249 (Cancelled)	Strata'd	
986	SP60305	Strata'd	
987	2759/250	Registered	
988	2759/251	Registered	
989	2759/252	Registered	
990	2759/253	Registered	
991	2759/254	Registered	
992	2759/255	Registered	
993	2759/256	Registered	
994	2759/257	Registered	
995	2759/258	Registered	
996	2759/259	Registered	
997	2759/260	Registered	
998	2759/261	Registered	
999	2759/262	Registered	
1000	2759/263	Registered	
1001	2759/264	Registered	
1002	2759/265	Registered	
1020	2759/266	Registered	
1021	2759/267	Registered	
1022	2759/268	Registered	
1023	2759/269	Registered	
1024	2759/270	Registered	
1025	2759/271	Registered	
1026	2759/272	Registered	
1027	2759/273	Registered	
1056	2759/274	Registered	
1057	2759/275	Registered	
1058	2759/276	Registered	
1059	2759/277	Registered	
1060	2759/278	Registered	
1061	2759/279	Registered	
1062	2759/280	Registered	
1063	2759/281	Registered	
1064	2759/282	Registered	
1065	2759/283	Registered	
1066	2759/284	Registered	
1067	2759/285	Registered	
1068	2759/286	Registered	
1069	2759/287	Registered	
1070	2759/288	Registered	
1071	2759/289	Registered	
1072	2759/290	Registered	
1073	2759/291	Registered	
1074	2759/292	Registered	

Deposited Plan 67224

<u>Lot</u>	<u>Certificate of Title</u>	<u>Lot Status</u>	<u>Part Lot</u>
1075	2759/293	Registered	
1076	2759/294	Registered	
1077	2759/295	Registered	
1085	2759/296	Registered	
1086	2759/297	Registered	
9043	2759/298 (Cancelled)	Retired	
9044	2759/299 (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	Registered	
0	N/A	Registered	
0	N/A	Retired	
0	N/A	Retired	
0	N/A	Registered	
0	N/A	Retired	

INSTRUCTIONS

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

NOTES

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

EXAMINED

L481057 RC

16 Nov 2010 16:18:20 Perth



REG \$ 135.00

6 Dec 2010



LODGED BY CWS LAWYERS
3rd Floor
ADDRESS 45 St Georges Tce
PERTH WA 6000
Phone: 6210 7070
PHONE No. Fax: 9218 8715

FAX No.

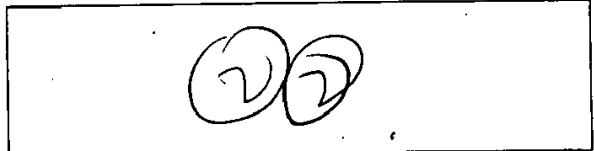
REFERENCE No.

ISSUING BOX No. 888V

PREPARED BY JACKSON McDONALD
ADDRESS Level 25, 140 St Georges Terrace
PERTH WA 6000
Ref: GRB:7137033 - 2013410_2.DOC
Lots on DP 67224

PHONE No. (08) 9426 6611 FAX No. (08) 9481 8649

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



TITLES, LEASES, DECLARATIONS ETC LODGED HERewith

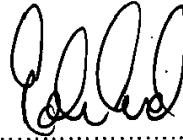
1.	_____	Received Items
2.	_____	Nos.
3.	_____	
4.	_____	
5.	_____	
6.	_____	Receiving Clerk

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

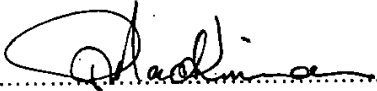


EXECUTED BY THE REGISTERED PROPRIETOR AS A DEED

SIGNED by)
JOHN PAUL FORD)
as Attorney for)
STOCKLAND WA DEVELOPMENT PTY LTD)
ACN 000 097 825)
under Power of Attorney K927649)
in the presence of:)



JOHN PAUL FORD



Witness Signature

Name: Priscilla MacKinnon
Contracts Manager
Suite 1 Level 4
85 South Perth Esplanade
South Perth WA

Address:

Occupation:

SCHEDULE

1. **Subdivision Land**

Part Lot 9042 on Deposited Plan 67223 Part of the land in Certificate of Title Volume ²⁷⁵⁶ [*****] Folio ⁹⁸⁶ [*****].
Part Lot 46 of Deposited Plan 226007 Part of the land in Certificate of Title Volume 1591 Folio 532.

2. **Burdened Lots**

Lots 986-1002, 1020-1027, 1056-1077, 1085 and 1086 on Deposited Plan 67224

3. **Benefited Lots**

Lots 986-1002, 1020-1027, 1056-1077, 1085 and 1086 on Deposited Plan 67224

4. **Encumbrances**

Nil

Residence; and

- (v) has a garage (including doors) protruding not more than 2.0 metres forward of the Main Building Line;
 - (h) the driveway or crossover:
 - (i) is not completed before occupation of the Residence; and
 - (ii) is Constructed from plain grey concrete;
 - (i) any roof mounted items are visible from the street or public space, including but not limited to satellite dishes, TV aerials, external hot water services, water tanks, air conditioning units and heating units unless they are located in such a way to minimise their impact on the visual quality and amenity of the area or unless the roof mounted item is a solar panel or solar collector for hot water units and that panel or collector is oriented to maximise its effectiveness; and
 - (j) any ground mounted services including but not limited to heating and cooling units, rubbish disposal containers, swimming pool equipment, rainwater tanks, clothes hoists and washing lines, are not screened from view from the public domain, except, in the case of rubbish bins, on local authority collection days.
- 3.2 No shed or outbuilding may be Constructed in front of the Main Building Line or in the case of a corner lot in front of the Secondary Street Building Line unless invisible from the adjacent street or public space.
- 3.3 It will not alter, remove or allow to fall into disrepair any fence, retaining wall or entry statement installed by the Registered Proprietor on the Land.
- 3.4 It will not Construct any retaining wall visible from the street or other public space:
- (a) unless of materials matching the materials used on the retaining walls installed by the Registered Proprietor;
 - (b) containing pre-cast concrete panels; and
 - (c) containing a post retaining wall.
4. **Separate and Distinct**
- 4.1 Each Restrictive Covenant is a separate and distinct Restrictive Covenant.
- 4.2 If any Restrictive Covenant or its application to any person or circumstance is or becomes invalid or unenforceable then the remaining Restrictive Covenants will not be affected and each remaining Restrictive Covenant will be valid and enforceable to the fullest extent permitted by law.
5. **Term of Restrictive Covenants**
- The Restrictive Covenants shall expire and cease to have effect on 31 December 2020.

2.5 "Secondary Street Building Line" means:

- (a) the line of the front face of the bricks of the side wall of the Residence facing the secondary street; or
- (b) any other secondary street building line that the Registered Proprietor in its absolute discretion determines.

3. Restrictive Covenants

The owner, from time to time, of the Land covenants with the Registered Proprietor as follows:

3.1 It will not Construct a Residence if:

- (a) the external wall finish to front street façade of the Residence comprises fewer than 2 materials or 2 colours (excluding windows and garage doors);
- (b) the roof to the Residence does not have:
 - (i) a minimum pitch of 20° and a maximum pitch of 30° for hipped and gabled roofs; or
 - (ii) a minimum pitch of 10° and a maximum pitch of 15° for skillion roofs;
- (c) the rear fencing on the Land is:
 - (i) more than 1.8 metres high; and
 - (ii) not Constructed of Colorbond colour Teatree;
- (d) the side boundary fencing (excluding fencing adjacent to a street) on the Land:
 - (i) is more than 1.8 metres high;
 - (ii) is not Constructed of Colorbond colour Teatree; and
 - (iii) returns to the house less than 1.0 metre behind the front façade;
- (e) the front fencing on the Land is:
 - (i) more than 1.8 metres high;
 - (ii) less than 50% transparent above 1.2 metres high; and
 - (iii) not in materials and colours consistent or complementary with the external wall finishes of the primary street elevation of the Residence;
- (f) the Land is a corner lot and:
 - (i) the fencing adjacent to the secondary street is:
 - A. more than 1.8 metres high;
 - B. not Constructed of Colorbond colour Teatree; and
 - C. not set back 4.0 metres or more from the corner truncation;
 - (ii) the external wall finishes to the Residence does not address both streets through its design by extending the primary street elevation for at least 4.0 metres onto the secondary street elevation; and
 - (iii) the external wall finishes to the façade facing the street are not the same materials or colours as the materials or colours applied (from time to time) on the front façade of the Residence;
- (g) the Residence does not have a garage or carport, including a garage door, which:
 - (i) is completed before occupation of the Residence;
 - (ii) for lots wider than 13 metres, is sufficient for at least 2 motor vehicles side by side;
 - (iii) for lots with a width of 13 metres or less, is sufficient for at least one motor vehicle;
 - (iv) has a roof design and design features consistent with the form and materials of the

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

(Note 1)

THIS DEED is made the 17TH day of MAY 2010.

BY:

STOCKLAND WA DEVELOPMENT PTY. LTD (ACN 000 097 825) of Suite 1, Level 4 South Shore Centre, 85 South Perth Esplanade, SOUTH PERTH ("Registered Proprietor")

BACKGROUND:

1. The Registered Proprietor is the registered proprietor in fee simple of the land described in item 1 of the Schedule ("Subdivision Land").
2. The Registered Proprietor intends to subdivide the Subdivision Land into the lots shown on Deposited Plan 67224 ("Plan").
3. In accordance with section 136D of the Transfer of Land Act, the Registered Proprietor requires each of the lots described in item 2 of the Schedule ("Burdened Lots") to be encumbered with the restrictive covenants set out in this Deed ("Restrictive Covenants") so that the Restrictive Covenants will be noted on the Plan, and, when separate Certificates of Title issue for each Burdened Lot, the burden of the Restrictive Covenants together with the encumbrances set out in item 4 of the Schedule, will be noted on each Certificate of Title for each Burdened Lot.

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

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

2. Definitions for Restrictive Covenants

For the purposes of the Restrictive Covenants:

2.1 "Constructed" means:

- (a) Constructed, erected, installed or carried out; and
 - (b) permitted to be Constructed, erected, installed or carried out;
- on the Land.

2.2 "Land" means the land specified in the Certificate of Title to each individual Burdened Lot.**2.3 "Main Building Line" means:**

- (a) the line of the front face of the bricks of the front wall of the Residence; or
- (b) where the line of the front face of the bricks of any residence on a lot adjoining the Land is Constructed behind the main building line of the Residence, then the main building line of the Residence is the same as that building line of the residence on the lot adjoining the Land.

2.4 "Residence" means the residence to be Constructed on the Land.