

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 **23 Noriker Way**
Suburb **Forrestdale** State **WA** Postcode **6112**
Lot **136** Deposited/~~Survey/Strata/Diagram~~/Plan **420907** Whole / ~~Part~~ Vol **4011** Folio **421**

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	Date
Signature 	Date	Signature	Date

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

Name	Asiya Khan		
Address	23 Noriker Way		
Suburb	Forrestdale	State	WA
		Postcode	6112
Name	Andrew Antre Trosic		
Address	23 Noriker Way		
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	Date
Signature	Date	Signature	Date

RECEIPT OF DOCUMENTS

The Buyer acknowledges receipt of the following documents:

1. This offer and acceptance	2. Strata disclosure & attachments (if strata)
3. 2022 General Conditions	4. Certificate of Title
5. Annexure of changes to General Conditions (form 198)	

Signature 	Signature 
---	---

RECEIPT OF DOCUMENTS

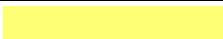
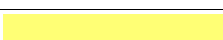
The Seller acknowledges receipt of the following documents:

1. This offer and acceptance	2. 2022 General Conditions
3. Annexure of changes to General Conditions (form 198)	

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

CONVEYANCER (Legal Practitioner/Settlement Agent)

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

	BUYER'S REPRESENTATIVE	SELLER'S REPRESENTATIVE
Name	<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"/>

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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 **Asiya Khan** _____

Date _____

Signature _____

Name **Andrew Antre Trosic** _____

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

23 Noriker Way, Forrestdale 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

23 Noriker Way, Forrestdale 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")

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

4011 421

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 136 ON DEPOSITED PLAN 420907

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

ANDREW ANTRE TROSIC
ASIYA KHAN
BOTH OF UNIT 1207 908 CANNING HIGHWAY APPLECROSS WA 6153
AS TENANTS IN COMMON IN EQUAL SHARES

(T P755817) REGISTERED 25/10/2023

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

1. RESTRICTIVE COVENANT BENEFIT - SEE DEPOSITED PLAN 420907 AND INSTRUMENT O915425.
2. RESTRICTIVE COVENANT BURDEN - SEE DEPOSITED PLAN 420907 AND INSTRUMENT O915425
3. O915426 NOTIFICATION SECTION 165 PLANNING & DEVELOPMENT ACT 2005 LODGED 2/11/2021.

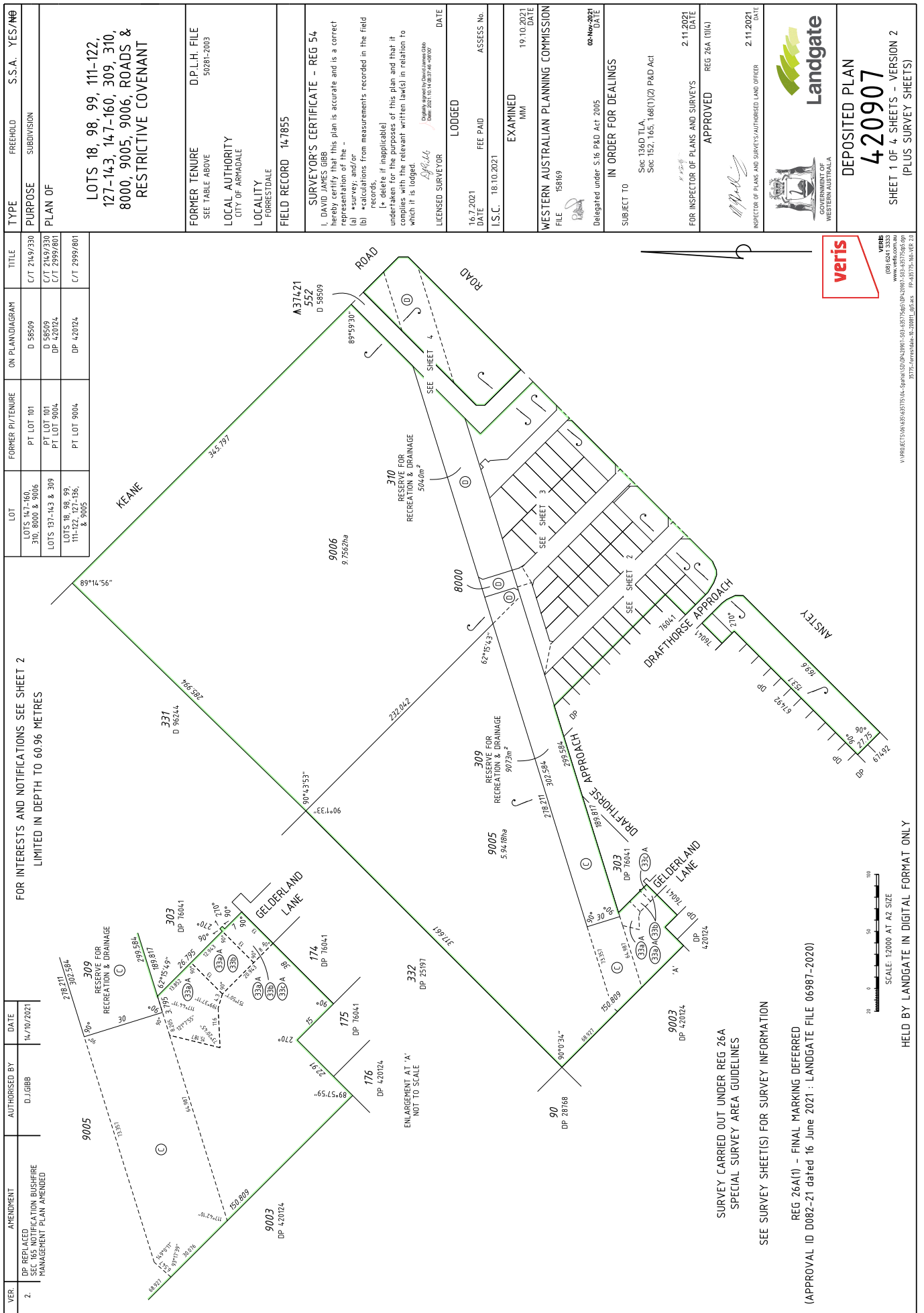
Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required.
Lot as described in the land description may be a lot or location.

-----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: DP420907
PREVIOUS TITLE: 2999-801
PROPERTY STREET ADDRESS: 23 NORIKER WAY, FORRESTDALÉ.
LOCAL GOVERNMENT AUTHORITY: CITY OF ARMADALE



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 (INCORPORATED)
 www.veris.com.au
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 30/11/2021 10:00:00 AM



DEPOSITED PLAN
420907
 SHEET 1 OF 4 SHEETS - VERSION 2
 (PLUS SURVEY SHEETS)

TYPE	FREEHOLD	S.S.A.	YES/NO
PURPOSE			
PLAN OF			
LOTS 18, 98, 99, 111-122, 127-143, 147-160, 309, 310, 8000, 9005, 9006, ROADS & RESTRICTIVE COVENANT			

FORMER TENURE	D.P.L.H. FILE
SEE TABLE ABOVE	5028-2003
LOCAL AUTHORITY	
CITY OF ARMADALE	
LOCALITY	
FORESTDALE	
FIELD RECORD	14-7855

SURVEYOR'S CERTIFICATE - REG 54
 I, DAVID JAMES GBB hereby certify that this plan is accurate and is a correct representation of the land surveyed and/or:
 (a) calculations from measurements recorded in the field records.
 (* delete if inapplicable)
 undertaken for the purposes of this plan and that it complies with the relevant written law(s) in relation to which it is lodged.
 Digitally signed by David James GBB
 DN: cn=DJG, o=Landgate, ou=Landgate, email=djg@landgate.com.au

DATE	16.7.2021
DATE	18.10.2021
DATE	19.10.2021
DATE	19.10.2021

WESTERN AUSTRALIAN PLANNING COMMISSION
 FILE 158169
 Delegated under S.16 P&A Act 2005
 OR NUMBER DATE
 2.11.2021 (DATE)
 2.11.2021 (DATE)

IN ORDER FOR DEALINGS
 SUBJECT TO
 Sec 134D TLA
 Sec 152, 165, 168(1)(2) P&A Act
 FOR INSPECTOR OF PLANS AND SURVEYS
 APPROVED REG 26A (1)(C)

FOR INSPECTOR OF PLANS AND SURVEYS
 APPROVED REG 26A (1)(C)
 2.11.2021 (DATE)
 2.11.2021 (DATE)

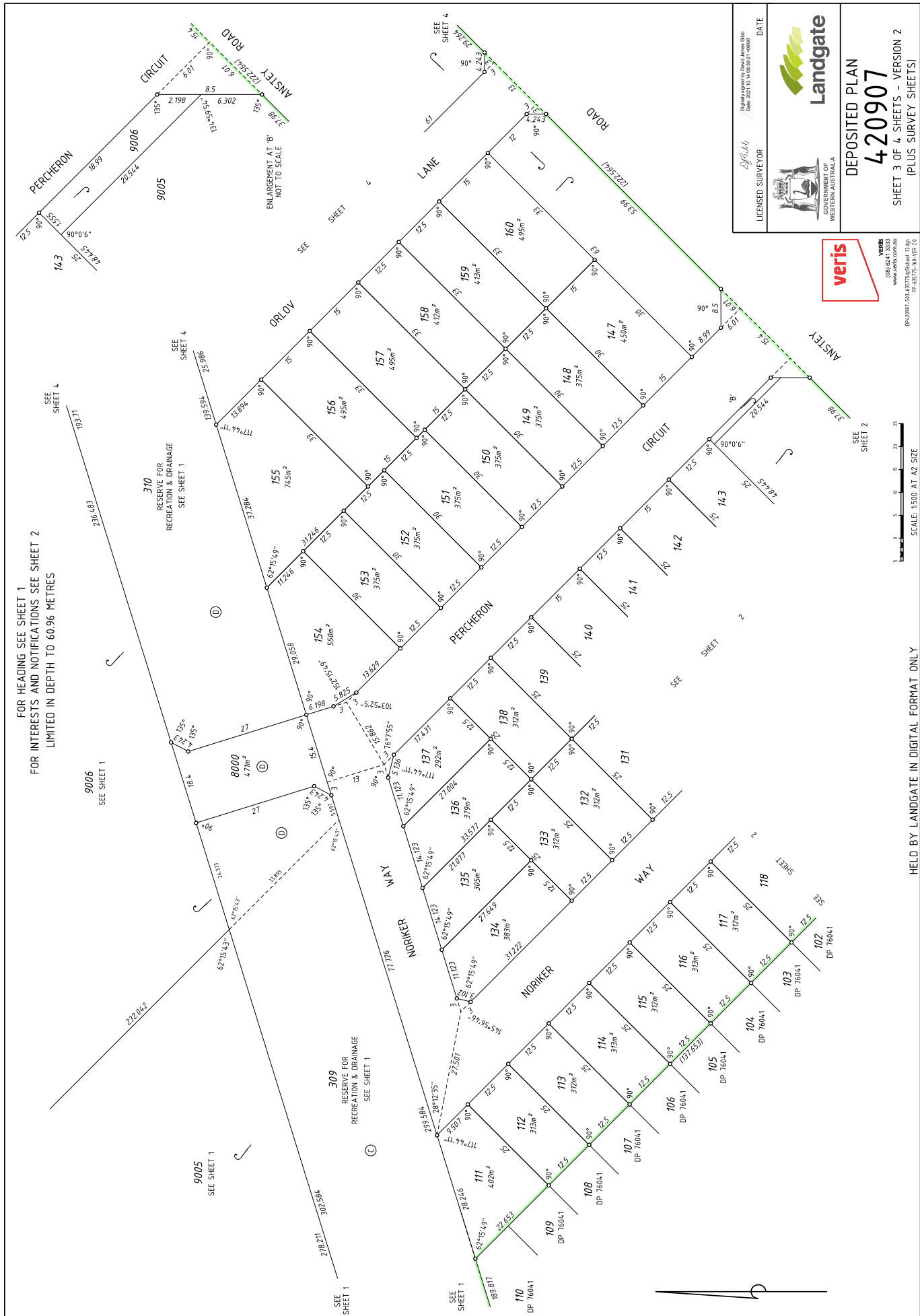
INSPECTOR OF PLANS AND SURVEYS AUTHORIZED LAND OFFICER
 2.11.2021 (DATE)

FOR INTERESTS AND NOTIFICATIONS SEE SHEET 2
 LIMITED IN DEPTH TO 60.96 METRES

SURVEY CARRIED OUT UNDER REG 26A
 SPECIAL SURVEY AREA GUIDELINES
 SEE SURVEY SHEET(S) FOR SURVEY INFORMATION
 REG 26A(1) - FINAL MARKING DEFERRED
 (APPROVAL ID D082-21 dated 16 June 2021 - LANDGATE FILE 06987-2020)



SCALE: 1:2000 AT A3 SIZE
 HELD BY LANDGATE IN DIGITAL FORMAT ONLY



Licensed Surveyor
 DATE
 Landgate
 GOVERNMENT OF WESTERN AUSTRALIA
 DEPOSITED PLAN
420907
 SHEET 3 OF 4 SHEETS - VERSION 2
 (PLUS SURVEY SHEETS)

veris
 VERIS
 (08) 8241 3333
 www.veris.com.au
 DP 76041-031-037156560area 3.tif
 P: 497375-001-001-001

FOR HEADING SEE SHEET 1
 FOR INTERESTS AND NOTIFICATIONS SEE SHEET 2
 LIMITED IN DEPTH TO 60.96 METRES

SCALE: 1:500 AT A2 SIZE

HELD BY LANDGATE IN DIGITAL FORMAT ONLY

SURVEYOR'S CERTIFICATE - REG 54

I, DAVID JAMES GIBB hereby certify that this plan is accurate and is a correct representation of the -

(a) *survey, and/or

(b) *calculations from measurements recorded in the field records, (if applicable)

understand that this plan and that it complies with the relevant written laws in relation to which it is lodged.

SURVEYOR'S CERTIFICATE - REG 55E(d)

The marks shown on these plans of survey were in place on 01/12/2021

David James Gibb
 Digitally signed by David James Gibb
 Date: 2021.12.14 15:05:20 +0800

LICENSED SURVEYOR _____ DATE _____

FOR SURVEY INFORMATION ONLY

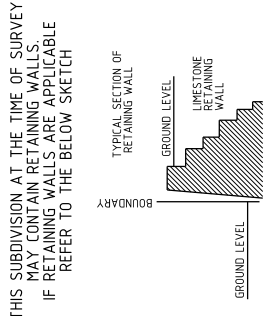
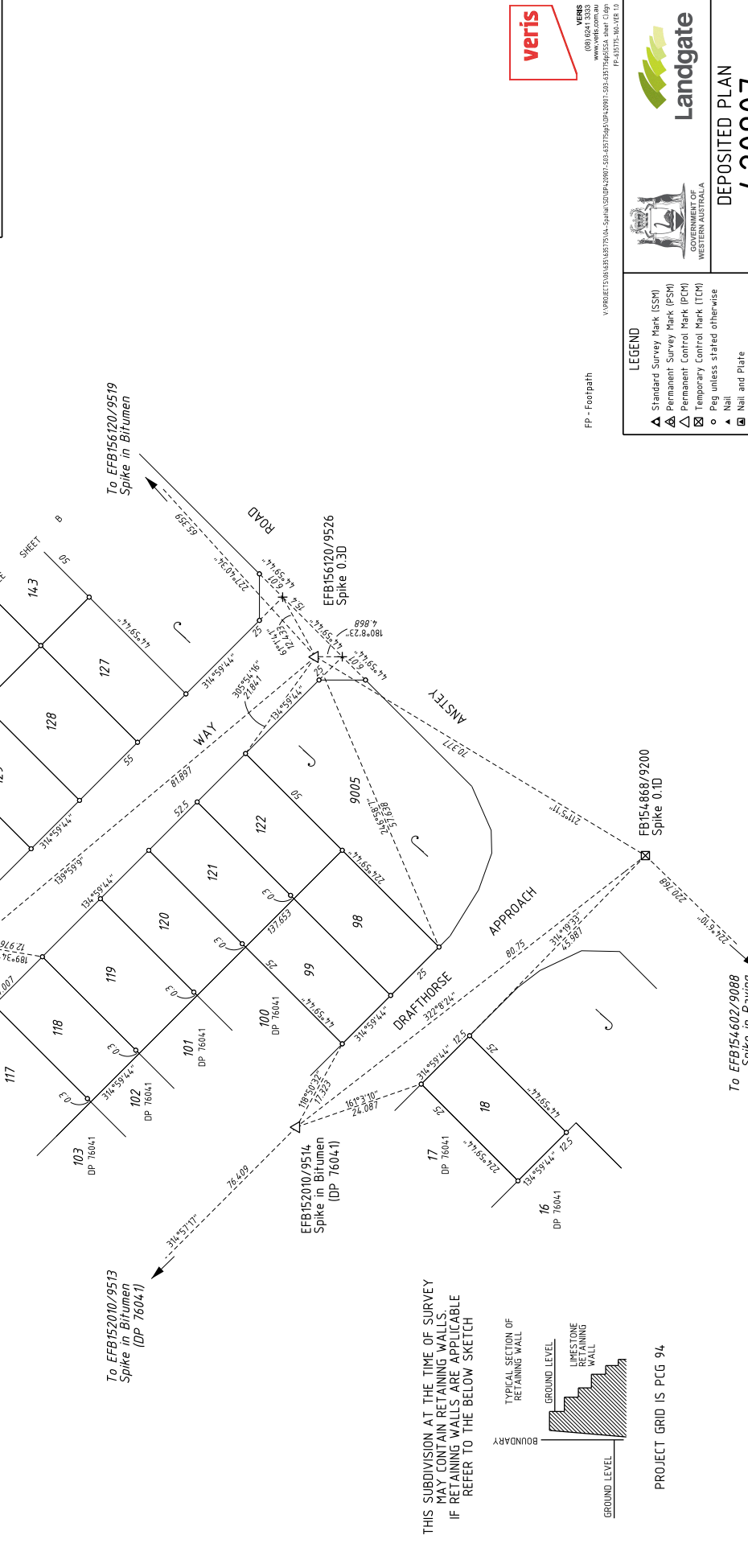
SURVEY INFORMATION COMPRISES SURVEY SHEETS A, B, C & D

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

AMENDMENTS TABLE (SURVEY SHEETS ONLY)

VER.	AMENDMENT	AUTHORISED BY	DATE



Deposited Plan 420907

Lot	Certificate of Title	Lot Status	Part Lot
18	4011/397	Registered	
98	4011/398	Registered	
99	4011/399	Registered	
111	4011/400	Registered	
112	4011/401	Registered	
113	4011/402	Registered	
114	4011/403	Registered	
115	4011/404	Registered	
116	4011/405	Registered	
117	4011/406	Registered	
118	4011/407	Registered	
119	4011/408	Registered	
120	4011/409	Registered	
121	4011/410	Registered	
122	4011/411	Registered	
127	4011/412	Registered	
128	4011/413	Registered	
129	4011/414	Registered	
130	4011/415	Registered	
131	4011/416	Registered	
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134	4011/419	Registered	
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141	4011/426	Registered	
142	4011/427	Registered	
143	4011/428	Registered	
147	4011/429	Registered	
148	4011/430	Registered	
149	4011/431	Registered	
150	4011/432	Registered	
151	4011/433	Registered	
152	4011/434	Registered	
153	4011/435	Registered	
154	4011/436	Registered	
155	4011/437	Registered	
156	4011/438	Registered	
157	4011/439	Registered	
158	4011/440	Registered	
159	4011/441	Registered	

Deposited Plan 420907

<u>Lot</u>	<u>Certificate of Title</u>	<u>Lot Status</u>	<u>Part Lot</u>
160	4011/442	Registered	
309	LR3173/923	Registered	
310	LR3173/924	Registered	
8000	4011/443	Registered	
9005	4011/444 (Cancelled)	Retired	
9006	4011/445 (Cancelled)	Retired	
0	N/A	Registered	
0	N/A		
0	N/A		
0	N/A	Registered	
0	N/A	Registered	
0	N/A		



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 full name, address and occupation of the witness must be stated. Execution by a corporation or body corporate must be in accordance with the Corporation Act.



EXAMINED

3445-7011-0997v2

OFFICE USE ONLY
0915425 RC
 22 Oct 2021 10:28:56 Perth

RESTRICTIVE COVENANT
 (INSERT NAME OF DOCUMENT)

LODGED BY: WESTLAND SETTLEMENT SERVICES PTY LTD
 ADDRESS: PO BOX 405, SOUTH PERTH WA 6951
 SUITE 5, GROUND FLOOR
 9 BOWMAN STREET
 SOUTH PERTH WA 6151
 PHONE NO: PH: 9325 1166 FAX: 9325 3166
 EMAIL: reelle@westlandsettlements.com.au
 REFERENCE NO: *193J*
 ISSUING BOX NO:

PREPARED BY: Corrs Chambers Westgarth
 ADDRESS: Level 6 Brookfield Tower Two
 123 St George's Terrace
 PERTH WA 6000
 PHONE No. (08) 94601666 FAX No. (08) 9460 1667
 EMAIL: adele.bayliss@corrs.com.au
 REFERENCE NO. 9162459 CW-Solaris stage 3

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

6/8

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.

LIVEABILITY

Liveable or safe and accessible homes are designed and fitted-out to allow ease of access and use for all people, including those with limited mobility, the aged, people suffering injuries and children.

Key Liveability elements include:

- Level, well illuminated entry
- Accessible, well illuminated car parking and pathways
- Wide doorways and passages (minimum 820mm wide)
- Accessible toilet and bathroom with semi recessed hand basin and hobless (step-free) shower. Minimum open flooring of 1.6m x 1m in the toilet and 2.3 x 2m in the bathroom
- Lever door handles
- Power points no lower than 300mm from the floor



ADDITIONAL INITIATIVES

Additional methods to reduce the long term sustainability include:

- thermal performance exceeding the BCA minimum 6 star requirement
- use of framed construction with light weight cladding (less embodied energy, better thermal performance, higher recyclable content and reduced footings compared with brick construction); or
- inclusion of ancillary accommodation to increase the design life of the building and make it more adaptable to the changing needs and circumstances of the occupants.

ENQUIRIES

If you have any enquiries, please contact us via:

Phone 1300 295 819

Email approvals@cedarwoods.com.au

DISCLAIMERS

Cedar Woods reserves the right to amend these Design Standards over time to reflect changes in development, construction practices and planning requirements. Cedar Woods reserves the right to apply, enforce, vary or waive any of the requirements if on balance the application embodies the objectives of the design principles and conforms to the contemporary Australian architectural vision. In the event that Cedar Woods follows a dispensation from the Design Standards, the dispensation will

neither set a precedent nor imply that the approval will be repeated.

The purpose of images and illustrations contained within this document is to illustrate the Design Standards they apply to only. In the case that an image or illustration does not fully comply with the Design Standards this will not override the wording or intent contained within this document, and approval for same will not be granted.

ACKNOWLEDGEMENTS

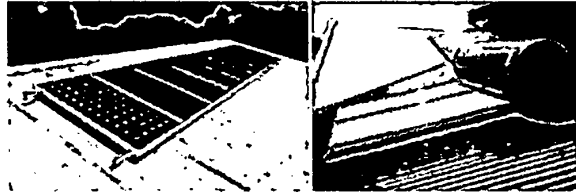
Images within this document have been sourced from Dulux, WB Design, Calstock.com.au, Ben Trager Homes, Home Improvement Pages, Darvale Homes Pty Ltd, Celebration Homes, Agrabic West, one of a kind govt, Architecture & Building Pty Ltd, Colaband, Rail Stone Coating, James Hardie, BHC.com, Green Mega Living, Wattle Homes

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RENEWABLE ENERGY

Renewable Energy takes advantage of nature systems, most commonly the sun, for the production of electrical energy and water heating. Incorporating an appropriately sized photovoltaic (PV) system and solar water heater to match your home and family's needs can go a long way to offsetting much of your energy demand over the year.



Key renewable Energy elements include:

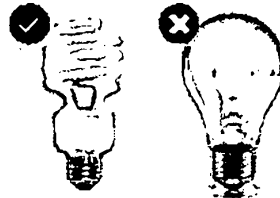
- Photovoltaic (PV) system
- Solar (with gas or electric booster) or Heat Pump hot water system.

IN-HOME ENERGY EFFICIENCY

In-home energy is a significant part of your total energy consumption. Choosing efficient appliances such as fridges and washing machines, and fixtures (such as ceiling fans and air conditioners) can significantly reduce your energy bills.



Peak load is the increased demand for electricity mainly during summer between 3pm and 9pm. This occurs when most people are at home using multiple appliances such as TVs, computers and air conditioners. You can reduce your peak load demand by including smart meters and having peak load control devices fitted to fixtures and fittings.



Key Energy Efficiency elements include:

- Energy efficient, peak smart air conditioners
- Ceiling fans to living areas and bedrooms
- Energy efficient lights - LED or fluorescent (CFL's)
- Automatic lighting sensors

WATER USE AND EFFICIENCY

Alternative Water and Water Reuse

The installation of alternative water systems can significantly reduce your water bill as well as preserve water availability for the future. Harvesting and the reuse of rainwater can greatly reduce scheme water use. The best use of rainwater is to have the tank plumbed directly to toilet flushing and for cold water to the washing machine. Greywater systems reuse laundry and shower water for garden irrigation.



Key Alternative Water and Water Reuse elements include:

- Rainwater tank plumbed to laundry and toilets
- Greywater system to irrigate garden areas

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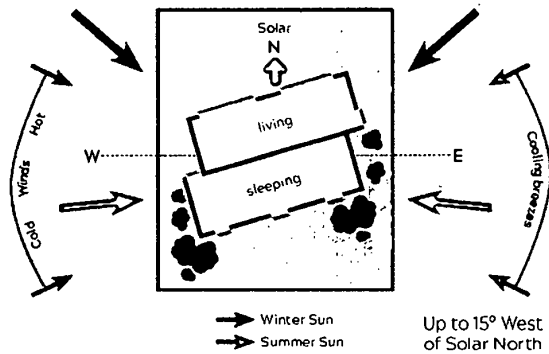
ADDITIONAL DESIGN CONSIDERATIONS

Ask your builder about some other additions such as the ones below. These will cost a little more up front, but the potential savings could save you much more in the medium to long term. These items are not mandatory at The Solaris but are included for your consideration only.

CLIMATE RESPONSIVE DESIGN

The cheapest way to ensure your home is energy efficient is to lay it out right. This should not add cost to your home – select a house plan which meets as many of the following elements as possible from the following list.

- Living rooms to be on the north facing side of the dwelling. If the lot faces north-west to north-east, then the living rooms can be on the east or west sides
- Bedrooms on the southern side of the dwelling
- Alfresco areas or patios to be on the east or west sides of the dwelling
- Utility rooms, store rooms, bathrooms and garage/carports to be situated on the east and west sides of the dwelling as much as possible
- Windows minimised (e.g. not to the floor) on the east, west and south sides of the dwelling or larger windows to have e-glass, double glazing or similar
- Larger windows to have awnings, deep eaves (450mm+), e-glass, double glazing or similar
- Windows to be maximised on north facing walls
- Ensure roof insulation extends to the eaves
- Use wall insulation
- Ensure breezes can flow through the home
- Tiles, linoleum or concrete floors encouraged to north or west facing living rooms
- Plant gardens which will protect the windows in summer and allow the sun in through the winter.



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FENCING AND LANDSCAPING

Cedar Woods provides front landscaping and side and rear fencing (excluding side gates or fencing between the house and side fence) to compliant designs, completed on or before 24 months after settlement.

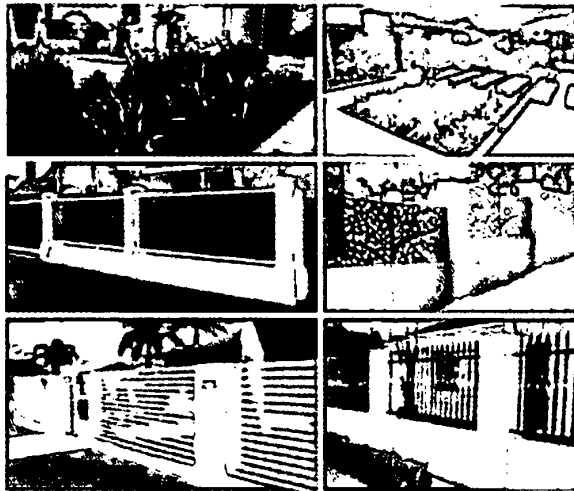
The landscaping provided excludes any 'hard' landscaping materials such as paving, planter boxes, or ornamental features.

The boundary fence will be installed 1 metre behind the front of the building line.

Owner installed fencing is permitted to the front of the home and must be visually permeable between 900mm to 1.8m high.

The colours and materials are to complement the dwelling, while still maintaining the feel of the estate.

Fencing to corner sites is to be provided by Cedar Woods and should maintain an interactive street frontage for at least the first 4m from the minimum front building setback line.



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9. LETTERBOXES

The letterbox shall be designed and finished in materials and natural colour tones to complement the dwelling appearance. Pier format letterboxes are encouraged and novelty letterboxes are not permitted.

Where front fencing is erected, the letterbox design should be integrated into the fence design.



10. OUTBUILDINGS, UTILITIES AND FACILITIES

Outbuildings, sheds, meter boxes, bin storage areas, drying areas, air conditioning units, solar PV or hot water systems, satellite dishes, TV antennae are not to be on the front elevation, unless designed to complement the dwelling or concealed from view through use of appropriate screening.

All air conditioning units, solar hot water systems are to be of a similar colour to the surrounding roof or building material and are not to be located above the peak ridge of the roof of the main building. On north facing lots any solar hot water systems should be ground mounted units only.

Where a rainwater tank is visible from the front street, it must be incorporated well into the design or appropriately screened.

Structures greater than 25 square metres shall be constructed in the same materials and finishes to match the house.

All piped and wired services are to be concealed from public view.



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6. CORNER LOTS

The dwelling shall address both street frontages. If a brick or rendered finish is on the primary street then this same finish needs to continue to the secondary street up to 1.5m. This will improve the secondary streetscape and will enhance the appeal of the estate.

Fences on corner lots are to finish up to brick or rendered feature finishes or where possible 1 metre behind the front of the building line.

Meter boxes should, where possible, be located on the side opposite the corner, unless this is a zero lot wall. In this instance the meter box can be positioned at a minimum of 500mm from the front corner.



7. GARAGES AND CARPORTS

Except on laneway lots, a garage must be incorporated into the main building and include a fitted sectional door in a colour to complement the dwelling.

The garage is to be setback at least 500mm behind the house front not including porches, verandahs, blade walls or any other features.

The garage must accommodate 2 cars with a minimum area of 30m².

Carports are permitted for laneway lots only and shall include a solid garage door.

Trailers, caravans and boats stored on the property should be screened from view of the street.



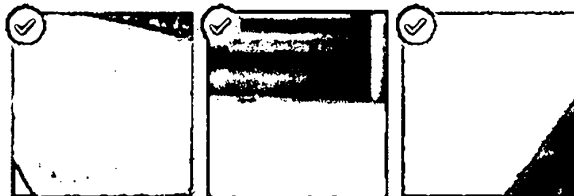
Garage should not be level or in front of the main house

8. DRIVEWAY AND CROSSOVER

The driveway and crossover shall comprise of brick paving, liquid limestone or exposed aggregate and finished in materials and colour tones to complement the dwelling appearance unless otherwise approved by Cedar Woods.

Grey or coloured concrete to driveways or crossovers are not permitted.

Crossovers and garage levels to be in accordance with the City of Armadale.



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4. ROOF

Where a sloped roof is proposed, the roof visible to the street(s) must be a minimum 25-degree pitch for the main roof.

Gables are permitted within the roof scape.

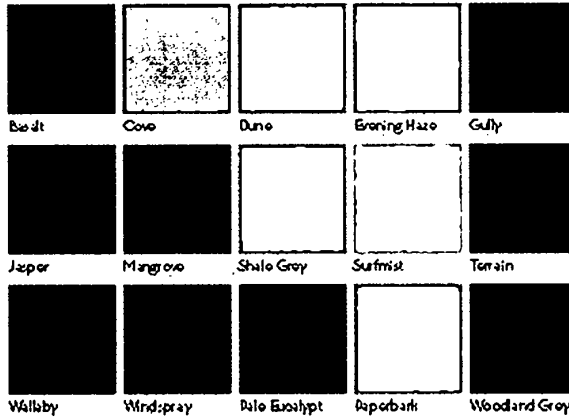
A skillion roof is permitted. There must be a visible overhang to the skillion roof. A flat topped parapet wall to a sloped roof behind is permitted where the roof is fully concealed from the street(s).

Roof materials shall be corrugated (i.e. Colorbond) or roof tiles in colour tones that match a approved colour palette.

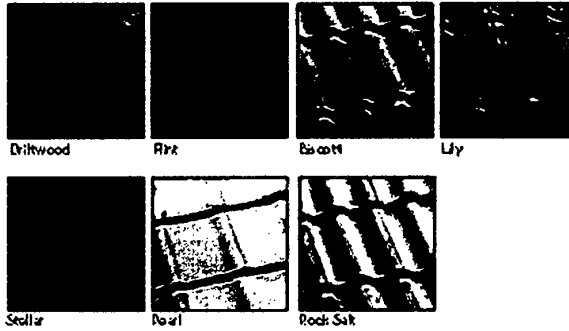
Black or dark colours are not permitted.

Plain zincalume is not permitted.

Colours - Colorbond



Colours - Roof Tiles



5. DOORS (FRONT)

Front entry doors are required to include any type of glazing or to include a sidelight.

This provides passive surveillance to the front of the home.



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2. FAÇADE MATERIALS

To provide visually interesting facades we require that a combination of materials be used.

The primary material for the façade shall be render, single brick, HardiePlank™ and other materials considered by the developer based on merit.

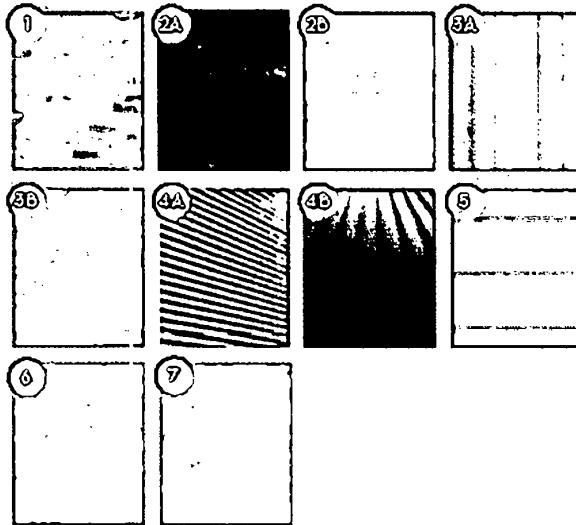
The façade should include a contrast feature to a min of 10% and max of 25% from the materials below:

1. Single or 2c face brick
2. Tiles
3. Cladding - timber or stone
4. Corrugated iron
5. HardiePlank™
6. Rendered finish
7. Limestone

Two render colours only will not comply.

The façade excludes the roof, gutter, downpipes, windows, brick planters and the garage door.

The façade colour palette is included to keep the estate looking consistent.



Facade - Primary



Facade - Contrast



3. WINDOWS

Windows are required to be clear glazed and of a rectangular or square proportion on the front elevation.

Where wide openings are required, windows should be divided into a series of vertical panels.

1. Awning
2. Casement
3. Sliding

NOTE: Roller shutters are not permitted on the front elevation windows. Or if a corner lot they are not permitted on the side elevation forward of the side boundary fence.



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DESIGN GUIDELINES

1. FAÇADE FEATURES

To create interest and give your home character, the façade must be articulated (not flat) and include a minimum of one of the following features:

1. Verandah minimum depth 1.2m x 3.5m
2. Covered Portico/Porch extending from the front door minimum 1.2m deep
3. Contrasting rendered or face bricksills
4. Gables
5. Bladewall
6. Archway
7. Balcony

Features which serve a purpose are encouraged; planter boxes are not considered to be a feature.



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9. LETTERBOXES

If installing a letterbox it should be a pier format in a colour and material to complement the dwelling and guidelines.

- Yes
- No
- By owner after handover

NOTE: Novelty letterboxes are not permitted

10. UTILITIES

The following utilities are not to be on the front elevation:

- Yes
- No

- Bin storage
- Meter boxes
- Air conditioning units
- Satellite dishes
- Solar PV or hot water units
- Rainwater tanks
- TV antennae

ALL APPLICATIONS MUST INCLUDE:

- (1) Builder Checklist
- (2) Site Plan
- (3) Elevations
- (4) Floor Plans
- (5) Material and Colour Schedule

ALL APPLICATIONS MUST BE SENT TO:

Cedar Woods Properties Ltd
 PO Box 788
 WEST PERTH WA 6872
 Or email to: approvals@cedarwoods.com.au

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solarisestate.com.au



Solaris - Builder Checklist for Design Approval

5

SOL-CC-SEP2019-001

4. ROOF

Is your roof either a standard hip roof with a minimum pitch of 25 degree? Yes
 No

OR

A skillion design?

NOTE: Roof materials shall be corrugated (ie Colorbond) or roof tiles in colour tones that match approved colour palette. - refer page 9

Black or dark colours are not permitted.

Plain zinalume is not permitted.

5. DOOR (FRONT)

Is the front door visible from the street and include any type of glazing or include a sidelight? Yes
 No

6. CORNER LOTS

Is it a corner lot? Yes
 No - Go to question 7

Does the primary street material (ie render) continue to the secondary street to at least 1.5m? Yes
 No

7. GARAGES AND CARPORTS

Does your double garage accommodate at least 2 vehicles (minimum of 30m²) and include a sectional door? Yes
 No

If a front loaded garage, is it setback a minimum of 500mm from the front of the home? This does not include the verandah, porch, blade walls etc Yes
 No

8. DRIVEWAY AND CROSSOVER

Does the driveway and crossover include one of the following materials in a colour to match approved colour palette? Yes
 No
 By owner after handover

- Brick paving
- Exposed aggregate
- Limestone

NOTE: Grey or coloured concrete to driveways or crossovers are not permitted. If by owner, this will be confirmed before fencing and landscaping rebates are applied.

NOTE: Crossovers and garage levels to be in accordance with the City of Armadale.

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CEDAR WOODS
 DEVELOPING TOMORROW TODAY

3445-7011-0997v2



1. FACADE FEATURES

Is your facade articulated, (ie not flat) and contain a minimum of one of the following features? - refer page 7 Yes No

- Verandah (minimum depth 1.2m x 3.5m)
- Covered Portico/Porch extending from the front door (1.2m deep)
- Contrasting rendered or face brick sills
- Gable/s
- Blade wall
- Archway
- Balcony

2. FACADE MATERIALS

Does your design include the primary material for the facade as render, single brick, HardiePlank™ or any other materials considered by the developer based on merit. The facade contrast feature must be to a min of 10% and max of 25% from the materials below? - refer page 8 Yes No

- Single or 2c face brick
- Tiles
- Cladding - timber or stone
- Corrugated iron
- HardiePlank™
- Render
- Limestone

Note: 2 render colours only will not comply

3. WINDOWS

Are all windows on the front facade clear glazed and are rectangle or square in shape? Yes No

- Awning
- Casement
- Sliding

Where wide openings are required, windows should be divided into a series of vertical panels.

NOTE: Roller shutters are not permitted on the front elevation windows. Or if a corner lot they are not permitted on the side elevation forward of the side boundary fence.

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BUILDER CHECKLIST FOR DESIGN APPROVAL

To apply for Design Approval, please complete and return the following form and attachments to: approvalsWA@cedarwoods.com.au

In accordance with the conditions of the Contract of Sale and Solaris Guidelines entered into with Cedar Woods, I hereby seek approval on the design and materials proposed to be used for the building as set out hereunder:

APPLICANT

Name

Phone Email

Address

..... State Postcode

LANDOWNER

Name

Phone Email

Address

..... State Postcode

PROPERTY DETAILS

Lot Street Number

Street name

BUILDER OR HOMEOWNER DECLARATION

Signed Date

Print name

All statements made in this application are true and correct. Applicants must demonstrate compliance with all the Design Guidelines in order to be eligible for fencing and landscaping rebates.

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3445-7011-0997v2



INTRODUCTION

PURPOSE OF THESE DESIGN GUIDELINES

These Design Guidelines are in place to encourage the best possible housing design outcomes and to reflect the project vision at Solaris. Every lot purchaser is provided a copy of these Design Guidelines when signing their land contract. Please forward a copy to your builder/architect to ensure they are addressed in the design of your new home.

These Guidelines also reflect Cedar Woods' commitment to deliver sustainable communities and will help reduce your home's operating costs.

WHAT HAPPENS FIRST?

- STEP 1** Decide on your builder, house type and facade. Ensure the builder has a copy of the Design Guidelines.
- STEP 2** Complete the Building Design Approval Checklist with your builder as you review the house plans to ensure that all of the Design Requirements are addressed.
- STEP 3** Have your builder send the completed (1) Builder Checklist (2) Site Plan (3) Elevations (4) Floor Plans (5) Material and Colour Schedule to Cedar Woods for design approval.
Note: You can send approvals directly to approvalswa@cedarwoods.com.au
- STEP 4** Cedar Woods will review your application to ensure compliance. If your home design complies with the design standards, your plan will be approved and returned to you.

If your house design requires changes in order to comply with the design requirements, Cedar Woods will provide written advice detailing the areas of non-compliance and return the application to your builder for amendment and resubmission. Cedar Woods and/or your builder may be able to suggest ways to ensure compliance.
- STEP 5** Lodge your Cedar Woods approved house design to your local government for building approval.

APPLICATION REQUIREMENTS

The application requirements listed below allows Cedar Woods to thoroughly assess your house design to ensure that it achieves the best possible outcome for you and achieves the vision for Solaris.

All applications must be sent to:

Cedar Woods Properties Ltd
PO Box 788
WEST PERTH WA 6872

Or via email: approvalswa@cedarwoods.com.au

IMPORTANT NOTES

- Cedar Woods' Design Guidelines approval process does not constitute a local government planning or building license approval.
- Applications must contain all the required information as identified in the section 'Application Requirements'. Cedar Woods will not accept incomplete applications.
- Design approval will only be granted to an application as a whole. Conditional (partial) approval may only be granted where the colour selection remains to be made.
- Design approval will only be granted in relation to the information that is detailed on the plans or otherwise submitted in your application. Any and all changes to an approved plan or additional detail will need to be submitted to Cedar Woods for approval.
- In the case of a possible conflict between two or more standards, Cedar Woods will assess the outcome of such a conflict on its merits and general consistency with the intent of the Design Standards.
- The decision to approve an application is based on compliance with the Design Standards at the sole discretion of Cedar Woods.
- Prior agreement with the landscape design principles is required as part of your application. Qualification for Cedar Woods' free front landscaping package is

dependent on Cedar Woods' appointed landscape contractors confirming that these principles are complied with in your final landscape package

RELATIONSHIP TO LOCAL GOVERNMENT PLANNING

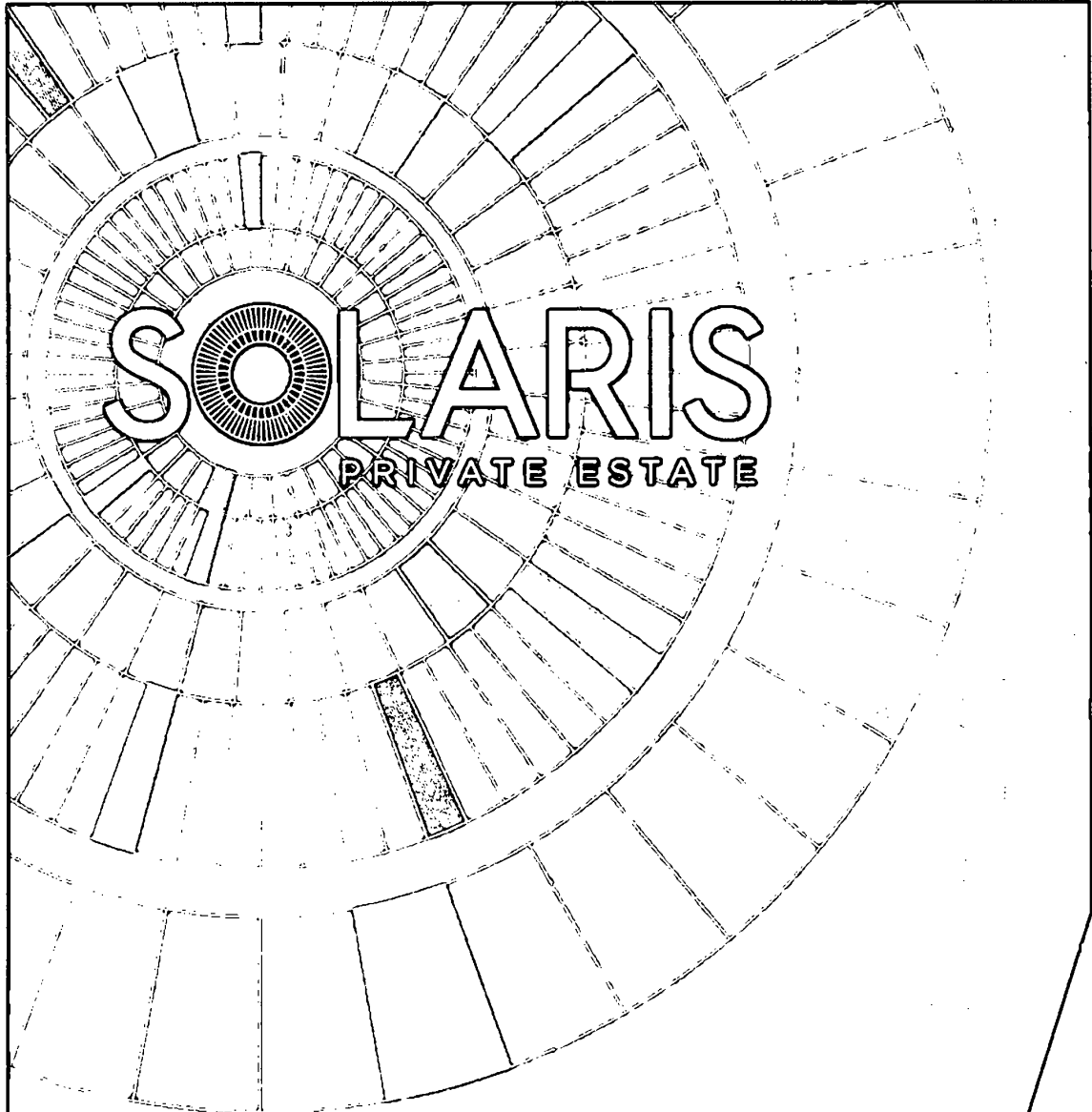
These Guidelines do not replace or override, but should be read in conjunction with the statutory planning requirements of the City of Armadale including its town planning scheme, local planning policies, any Detailed Area Plans / Local Development Plan, the Residential Design Codes and such other planning controls which may apply.

1300 310 485

solarisestate.com.au



ANNEXURE A



DESIGN
GUIDELINES
SEPTEMBER 2019



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5. PROPERTIES TO BE BENEFITED

The Proprietor intends the benefit of the Restrictive Covenants to be for each Property (other than the particular Property burdened) and may be enforced by the registered proprietor for the time being of each Property (other than the particular Property burdened).

6. SEVERABILITY

- (a) If any term or condition of this document is void, voidable, unenforceable or contrary to law, but would not be void, voidable, unenforceable or contrary to law if it were read down, that term or condition shall be read down accordingly.
- (b) If despite clause 6(a), a term or condition of this document is still void, voidable, unenforceable or contrary to law:
 - (i) if the term or condition would not be void, voidable, unenforceable or contrary to law if a word or words were omitted from the term or condition, then that word or those words (as the case may be) shall be severed from the relevant term or condition; and
 - (ii) in all other cases, the whole of the relevant term or condition shall be severed from this document, and the remaining terms and conditions of this document shall continue in full force and effect.

7. EXPIRY DATE

The Restrictive Covenants shall operate and be enforceable until midnight on the date being the tenth anniversary of the date on which the last certificate of title was issued for a Property, at which time the Restrictive Covenants will expire and cease to have any further effect.

8. NO OBLIGATION TO ENFORCE

The Proprietor has no obligation or responsibility for enforcement of the Restrictive Covenants, and has no liability to any other person in respect of any failure or neglect on the Proprietor's part to enforce any of the Restrictive Covenants, it being the intention that each registered proprietor for the time being of each Property has a right to enforce the Restrictive Covenants.

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- (h) the word "includes" in any form is not a word of limitation; and
- (i) a reference to "\$" or "dollar" is to Australian currency.

1.3 Governing Law

This document is governed by and will be construed according to the laws of Western Australia.

2. RESTRICTIVE COVENANTS

2.1 No Breach Of Design Guidelines

- (a) In relation to each Property on the Plan, the Proprietor covenants and agrees on behalf of itself, its successors in title, transferees and assigns, to the intent that the covenants and agreements shall run at law and in equity with the title to each Property NOT to breach, or cause to be breached, the Design Guidelines.
- (b) For the avoidance of doubt, lots 309, 310, 8000, 9005 and 9006 are not encumbered by the Restrictive Covenants.

2.2 Retaining Walls and Fences

The Proprietor covenants and agrees on behalf of itself, its successors in title, transferees and assigns, to the intent that the covenants and agreements shall run at law and in equity with the title to each Property that it will not (and will not allow or permit any other person to):

- (a) Alter or remove any of the retaining walls or fences erected on the boundaries of the Property (**Retaining Walls and Fences**) or permit the Retaining Walls and Fences to fall into a state of disrepair;
- (b) Replace or repair any Retaining Walls and Fences except in the same style and colour as the existing Retaining Walls and Fences;
- (c) Raise the level of the surface of the Property by more than 200 millimetres;
- (d) erect or display on the Property any sign or advertising of any description whatsoever other than:
 - (i) a sign erected by a Builder in accordance with the *Building Services (Registration) Act 2011 (WA)* and in which case only during the period of construction of the Dwelling on the Property; and
 - (ii) a "FOR SALE" sign in respect of the Property, unless the dwelling has been completed on the Property.
- (e) For the avoidance of doubt, lots 309, 310, 8000, 9005 and 9006 are not encumbered by the Restrictive Covenants.

3. SECTION 136D OF THE ACT

Pursuant to section 136D of the Act, the Proprietor requires the certificate of title that issues for each Property be encumbered by the Restrictive Covenants.

4. PROPERTIES TO BE BURDENED

The Proprietor intends the burden of the Restrictive Covenants to:

- (a) run with the land described in each certificate of title that issues for each Property; and
- (b) be enforceable by the Proprietor and its successors in title, being each and every subsequent registered proprietor for the time being of a Property (other than the particular Property burdened) against the registered proprietor of the particular Property burdened.

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BACKGROUND:

- A. The Proprietor is the registered proprietor of an estate in fee simple of the Site.
- B. The Proprietor intends to subdivide the Site and has lodged with the Western Australian Planning Commission a plan of subdivision in relation to the Site, which is now the subject of Deposited Plan 420907.
- C. The Proprietor proposes the creation of a number of lots, being lots numbered 18, 98 and 99, lots numbered 111 to 122 (inclusive), lots numbered 127 to 143 (inclusive), lots numbered 147 to 160 (inclusive) and lots numbered 309, 310, 8000, 9005 and 9006 on Deposited Plan 420907.
- D. It is the purpose of this Deed to constitute the instrument referred to in section 136D(3) of the Transfer of Land Act 1893.
- E. Pursuant to section 136D of the Transfer of Land Act 1893, the Proprietor requires each Property to be encumbered by the Restrictive Covenants so that the Restrictive Covenants will be noted on the Plan and the burden of the Restrictive Covenants will be noted as an encumbrance on the certificate of title for each Property.
- F. For the avoidance of doubt, lots 309, 310, 8000, 9005 and 9006 are not encumbered by the Restrictive Covenants.

DEED POLL AS FOLLOWS:**1. DEFINITIONS AND INTERPRETATION****1.1 Definitions**

In this document:

Act	means the <i>Transfer of Land Act 1893</i> .
Design Guidelines	means the design guidelines attached to this document as Annexure A.
Plan	means Deposited Plan 420907.
Property	means each of the lots numbered 18, 98 and 99, lots numbered 111 to 122 (inclusive), lots numbered 127 to 143 (inclusive) and lots numbered 147 to 160 (inclusive) on the Plan, which shall be created by the subdivision of the Site.
Proprietor	means the person so described in the Reference Schedule.
Restrictive Covenants	means the restrictive covenants set out in clause 2(a) of this Deed.
Site	means the land so described in the Reference Schedule.
this document	includes these Terms and Conditions and all annexures to this document.

1.2 Interpretation

In this document, and unless the context indicates a contrary intention:

- (a) headings are for convenience only and do not affect interpretation;
- (b) the expression "person" includes an individual, the estate of an individual, a corporation and a statutory authority;
- (c) a reference to any party includes that party's executors, administrators, successors and permitted assigns, including any person taking by way of novation;
- (d) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;
- (e) words importing the singular include the plural (and vice versa), and words indicating a gender include every other gender;
- (f) references to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this document, and a reference to this document includes any schedule, exhibit or annexure to this document;
- (g) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

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EXECUTED as a deed poll:

SIGNED for and on behalf of **TERRA PROPERTY PTY LTD**)
 ACN 098 279 000 **BENJAMIN ROSSER**)
 by _____ and)
PRESTON O'KEEFE its)
 Attorneys under a Power of Attorney dated 7 August 2019)
 and Registration No. O212280 and the Attorney declares)
 that the Attorney has not received any notice of the)
 revocation of such Power of Attorney in the presence of:)

[Handwritten signature of Benjamin Rosser]

Attorney sign above

Benjamin Rosser
STATE MANAGER

Print attorney name above

Print attorney office or position above

[Handwritten signature of Scott Waddell]

Witness sign above

SCOTT WADDELL

Print witness name above

8 KILDARE ROAD, FLOREAT, WA

Witness address

ASSISTANT DEVELOPMENT MANAGER

Witness occupation

[Handwritten signature of Preston O'Keefe]

Attorney sign above

PRESTON O'KEEFE

Print attorney name above

SENIOR DEVELOPMENT MANAGER

Print attorney office or position above

[Handwritten signature of Scott Waddell]

Witness sign above

SCOTT WADDELL

Print witness name above

8 KILDARE ROAD, FLOREAT, WA

Witness address

ASSISTANT DEVELOPMENT MANAGER

Witness occupation

3445-7011-0997v2



REFERENCE SCHEDULE

1. DATE OF THIS DOCUMENT

27 July 2021

2. PROPRIETOR

TERRA PROPERTY PTY LTD ACN 098 279 906 of care of Cedar Woods Properties Ltd, Ground Floor,
50 Colin Street WEST PERTH WA 6005

3. SITE

Lot 101 on Diagram 58509 being the whole of the land comprised in Certificate of Title Volume 2149
Folio 330

and

Lot 9004 on Deposited Plan 420124 being the whole of the land comprised in Certificate of Title Volume
2999 Folio 801

3445-7011-0997v2



WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED.

BLANK INSTRUMENT FORM

RESTRICTIVE COVENANT

(Note 1)

TERRA PROPERTY PTY LTD
ACN 098 279 906
("PROPRIETOR")

DEED OF RESTRICTIVE COVENANT

3445-7011-0997v2



INSTRUCTIONS

1. 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.
2. 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 Annexure".
3. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by parties.

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. **ATTESTATION OF RESPONSIBLE AUTHORITY**
To be attested in the manner prescribed by the Local Government Act or as prescribed by the Act constituting the Public Authority.

EXAMINED

0915426 ENO ONLY

22 Oct 2021 10:28:56 Perth



NOTIFICATION

Planning & Development Act 2005
Section 165

LODGED BY

ADDRESS

WESTLAND SETTLEMENT SERVICES PTY LTD

PO BOX 405, SOUTH PERTH WA 6951

PHONE No. SUITE 5, GROUND FLOOR

9 BOWMAN STREET

FAX No. SOUTH PERTH WA 6151

PH: 9325 1166 FAX: 9325 3166

REFERENCE No. narelle@westlandsettlements.com.au

ISSUING BOX No.

193J

PREPARED BY

Veris Australia

ADDRESS

Locked Bag 9

Osborne Park WA 6017

PHONE No. 08 6241 3375

FAX No. 08 6241 3300

REFERENCE No. 635775-S03: DG

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

718

TITLES, LEASES, DECLARATIONS ETC LODGED HERewith

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

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

Perth Planning & Development Act 2005



TO: REGISTRAR OF TITLES
REGISTRAR OF DEEDS AND TRANSFERS

NOTIFICATION

PLANNING AND DEVELOPMENT ACT 2005

THE LAND SET OUT IN THE
SCHEDULE IS LAND TO WHICH SECTION 165 OF
THE PLANNING AND DEVELOPMENT ACT 2005 APPLIES

SCHEDULE

DESCRIPTION OF LAND (Note 1)

Lots 18, 98, 99, 111, 112, 118-122, 127-131, 134-143, 147-149,
152-156, 159 & 160 (inclusive) on Deposited Plan 420907

EXTENT

Whole

VOLUME

FOLIO

REGISTERED PROPRIETOR OF LAND (Note 2)

TERRA PROPERTY PTY LTD OF GROUND FLOOR 50 COLIN STREET, WEST PERTH WA 6005

HAZARDS OR OTHER FACTORS SERIOUSLY AFFECTING THE LAND

This land is within a bushfire prone area as designated by an Order made by the Fire and Emergency Services Commissioner and may be subject to a Bushfire Management Plan. Additional planning and building requirements may apply to development on this land.

Dated this

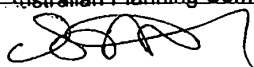
19th

day of

October

Year 2021

EXECUTION BY WESTERN AUSTRALIAN PLANNING COMMISSION (Note 3)



Cathryn Stafford

SUPPORTED

Senior Planning Administration Officer
under authority delegated pursuant to s.16
of the Planning & Development Act 2005

For: WESTERN AUSTRALIAN PLANNING COMMISSION

