

# 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** **6 Travertine Street**  
Suburb **Harrisdale** State **WA** Postcode **6112**  
Lot **290** Deposited/~~Survey/Strata/Diagram~~/Plan **74618** Whole / ~~Part~~ Vol **2801** Folio **358**

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

<b>Name</b>	Lorenzo Di Villiers				
<b>Address</b>	2A Parry Street				
<b>Suburb</b>	Claremont	<b>State</b>	WA	<b>Postcode</b>	6010
<b>Name</b>					
<b>Address</b>					
<b>Suburb</b>		<b>State</b>		<b>Postcode</b>	

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
<b>Name</b>	<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>
<b>Signature</b>	<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>
	<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>

#### COPYRIGHT

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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 Lorenzo De Villiers

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

# AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR MAJOR STRUCTURAL DEFECTS

## ANNEXURE A

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

6 Travertine Street, Harrisdale 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

6 Travertine Street, Harrisdale 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

**2801 358**

**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 290 ON DEPOSITED PLAN 74618

**REGISTERED PROPRIETOR:**  
(FIRST SCHEDULE)

LORENZO DE VILLIERS OF 6 TRAVERTINE STREET, HARRISDALE

(T M116217) REGISTERED 28/11/2012

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

1. RESTRICTIVE COVENANT BENEFIT - SEE DEPOSITED PLAN 74618 AND INSTRUMENT M29946
2. RESTRICTIVE COVENANT BURDEN - SEE DEPOSITED PLAN 74618 AND INSTRUMENT M29946
3. O960975 MORTGAGE TO WESTPAC BANKING CORPORATION REGISTERED 1/12/2021.

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-----

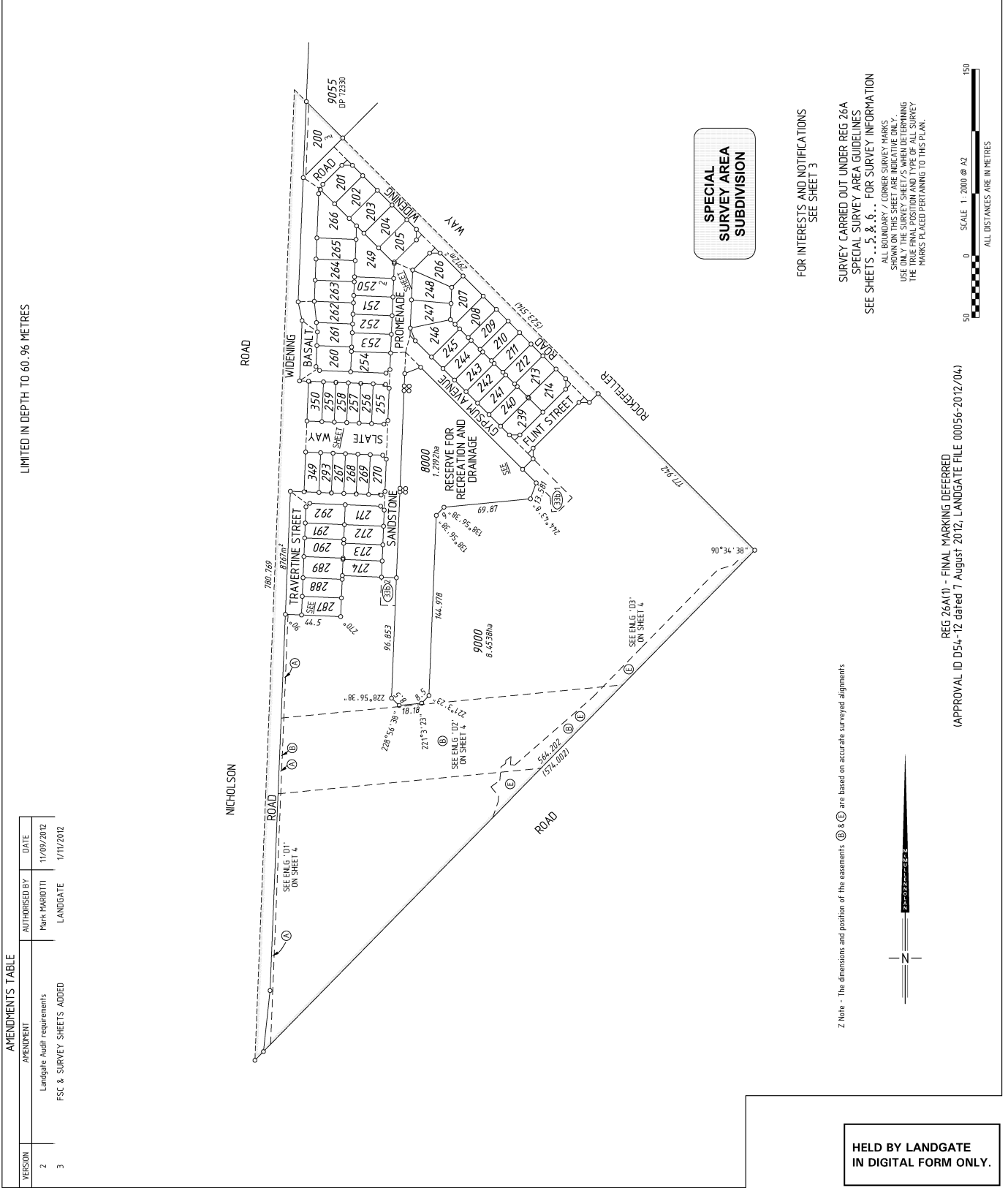
**STATEMENTS:**

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: DP74618  
PREVIOUS TITLE: 1534-712  
PROPERTY STREET ADDRESS: 6 TRAVERTINE ST, HARRISDALE.  
LOCAL GOVERNMENT AUTHORITY: CITY OF ARMADALE



TYPE	FREEHOLD
PURPOSE	SUBDIVISION
PLAN OF	
LOTS 200-214, 239-274, 287-293, 319, 350, 8000, 9000, ROADS, ROAD WIDENINGS, EASEMENTS AND RESTRICTIVE COVENANT	
DISTRICT	JANDAKOT (A) (UNNAMED)
TOWNSITE	S.S.A. YES
R.O.L. FILE No.	FORMER TENURE
LOCALITY	LOT 7 ON D 55107
LOCAL AUTHORITY	HARRISDALE/PARA WATERS C/1 1534/712
FIELD BOOK	ON SEE MAP/PLAN
	119248
SURVEYOR'S CERTIFICATE - Reg 54 I, Mark P MAROTTI, hereby certify that this plan is accurate and is a correct representation of the land surveyed and shown for the purposes of this plan and that it complies with the relevant written laws in relation to which it is lodged. Mark P Marotti 2012.09.11 18:26:07 +0800 Licensed Surveyor Date	
MCMULLENOLIAN GROUP 10000 River Street Fremantle WA 6155 Tel: 91 436 1234 Fax: 91 436 1235 Email: info@mcmlennolian.com.au MNG Ref: 9883dp-015g Stage 1 - DP14616, CSD SCALE: 1:2000 at A2 ALL DISTANCES ARE IN METRES	
LODGED	22-Aug-12
FILE NO.	94286.00
APPROVED BY	11231303
DATE	20-08-2012
WESTERN AUSTRALIAN PLANNING COMMISSION	14.1784
APPROVED BY	14.1784
DATE	20-08-2012
IN ORDER FOR DEALINGS Sec. 136D of TLA & Sec. 152, 167, 168 (1)(2)(3) of P&O Act	
APPROVED REG26A (1), (4) 1/11/2012 DIRECTOR OF LAND SURVEYS / AUTHORIZED LAND OFFICER APPROVED 1-Nov-2012	
Landgate Western Australian Land Information Authority	
DEPOSITED PLAN <b>74618</b> SHEET 01 OF 06 SHEETS VERSION 3	



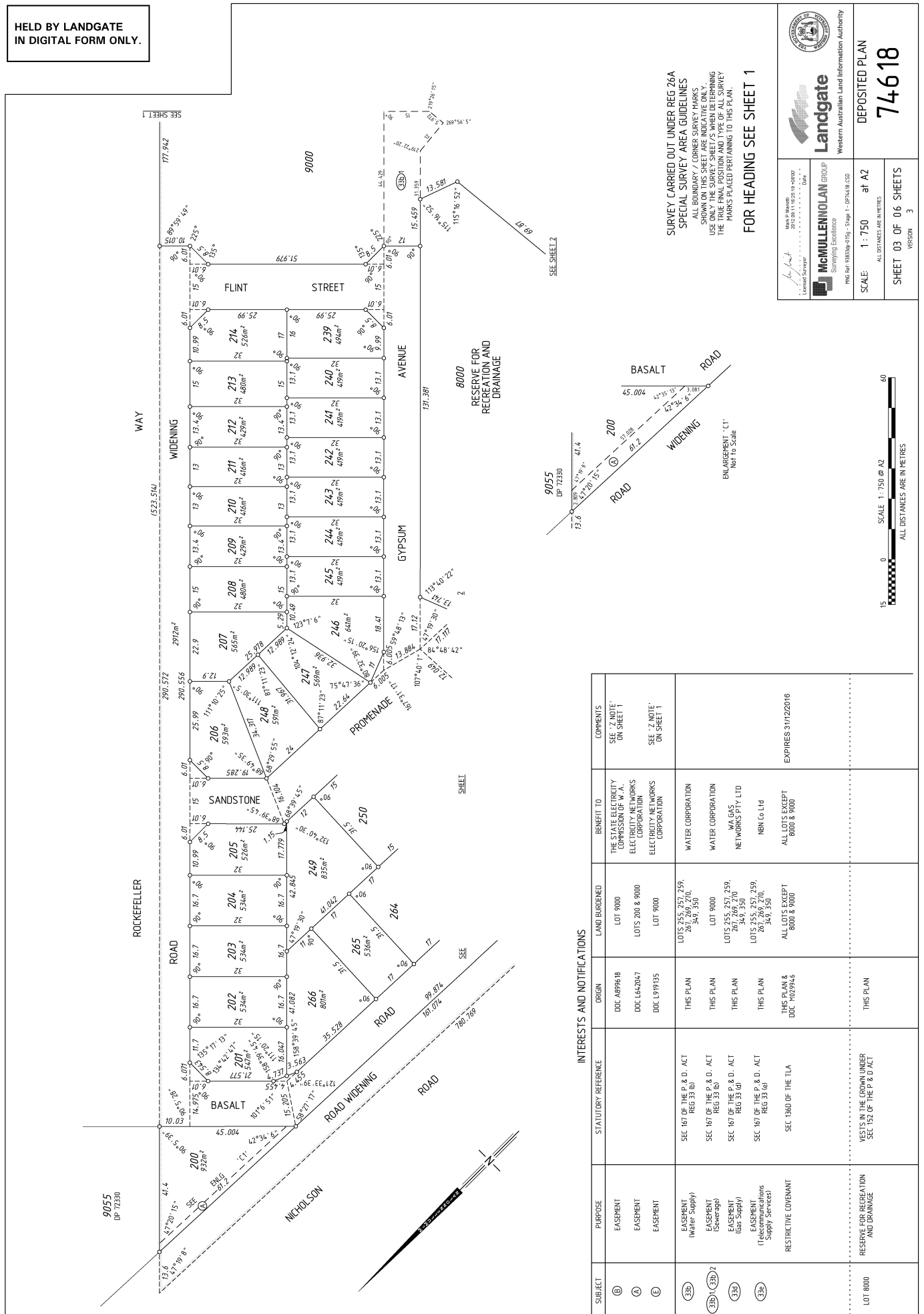
VERSION	AMENDMENT	AUTHORISED BY	DATE
2	Landgate Audit requirements	Mark MAROTTI	11/09/2012
3	FSC & SURVEY SHEETS ADDED	LANDGATE	1/11/2012

AMENDMENTS TABLE





HELD BY LANDGATE  
IN DIGITAL FORM ONLY.



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

FOR HEADING SEE SHEET 1

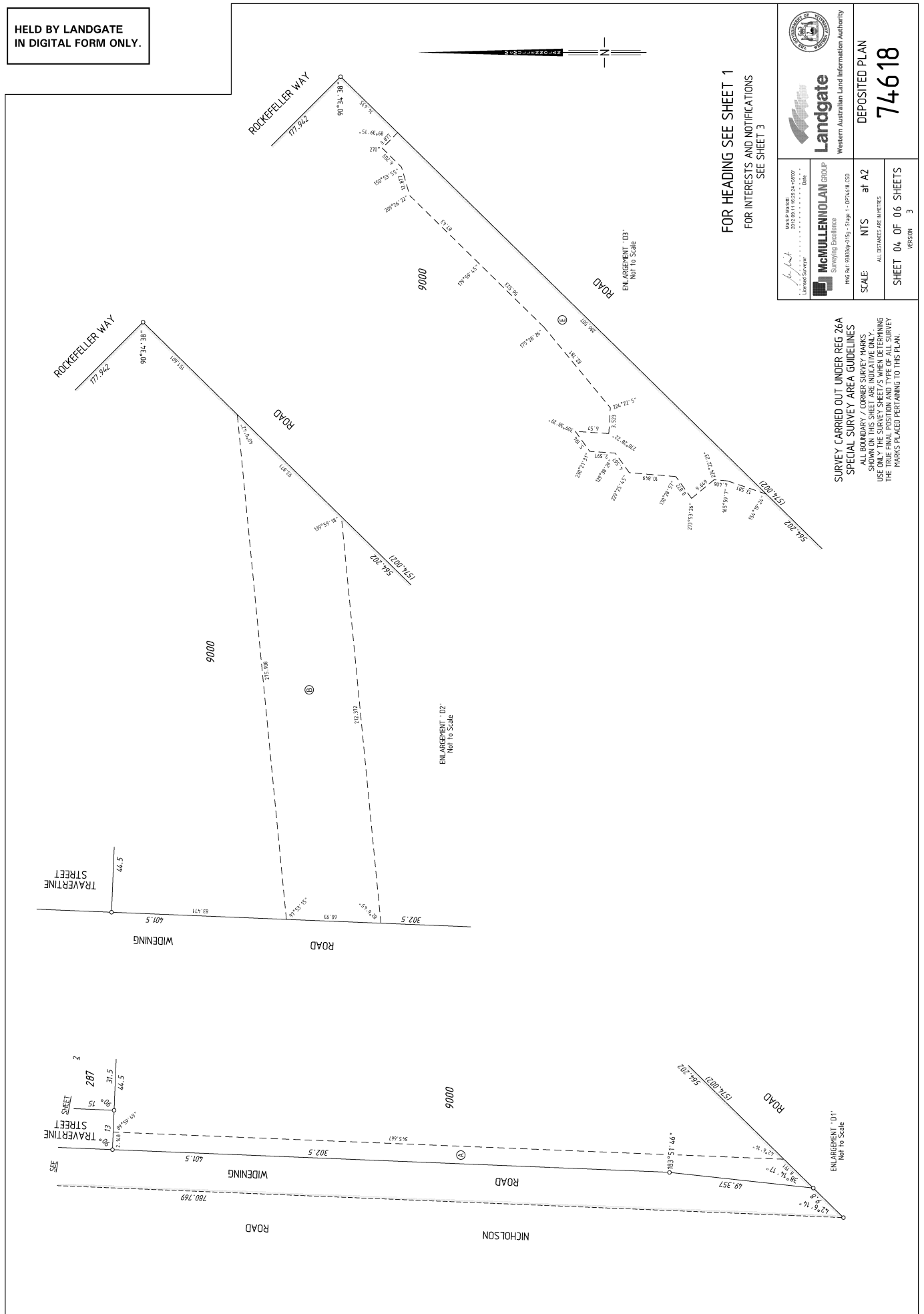
McMullenNolan GROUP  
Surveying & Engineering  
MNE Ref: 003336-0165 - Stage 1 - 007446-0030  
Western Australian Land Information Authority

DEPOSITED PLAN  
**74618**

SCALE: 1:750 at A2  
ALL DISTANCES ARE IN METRES  
SHEET 03 OF 06 SHEETS  
VERSION 3

INTERESTS AND NOTIFICATIONS						
SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN	LAND BURDENED	BENEFIT TO	COMMENTS
⑥	EASEMENT (Water Supply)	SEC 167 OF THE P & D. ACT REG 33 (b)	DDC A899618	LOT 9000	THE STATE ELECTRICITY COMMISSION OF W.A.	SEE '7' NOTE ON SHEET 1
④	EASEMENT	SEC 167 OF THE P & D. ACT REG 33 (b)	DDC L642047	LOTS 200 & 9000	ELECTRICITY NETWORKS CORPORATION	SEE '7' NOTE ON SHEET 1
⑤	EASEMENT	DDC L919135	DDC L919135	LOT 9000	ELECTRICITY NETWORKS CORPORATION	SEE '7' NOTE ON SHEET 1
③B	EASEMENT (Water Supply)	SEC 167 OF THE P & D. ACT REG 33 (b)	THIS PLAN	LOTS 255, 257, 259, 261, 263, 265	WATER CORPORATION	
③D	EASEMENT (Coverage)	SEC 167 OF THE P & D. ACT REG 33 (b)	THIS PLAN	LOT 9000	WATER CORPORATION	
③E	EASEMENT (Gas Supply)	SEC 167 OF THE P & D. ACT REG 33 (b)	THIS PLAN	LOTS 255, 257, 259, 261, 263, 265	WA GAS NETWORKS PTY LTD	
③F	EASEMENT (Telephone Supply Services)	SEC 167 OF THE P & D. ACT REG 33 (b)	THIS PLAN	LOTS 255, 257, 259, 261, 263, 265	NBN Co Ltd	
③G	RESTRICTIVE COVENANT	SEC 184(0) OF THE TLA	THIS PLAN & DDC 14028946	ALL LOTS EXCEPT 8000 & 9000	ALL LOTS EXCEPT 8000 & 9000	EXPIRES 31/12/2016
LOT 8000	RESERVE FOR RECREATION AND DRAINAGE	VESTS IN THE CROWN UNDER SEC 152 OF THE P & D ACT	THIS PLAN			

HELD BY LANDGATE  
IN DIGITAL FORM ONLY.




<p><b>Landgate</b> Western Australian Land Information Authority</p>	<p>McMULLENOLAN GROUP Surveying &amp; Engineering</p>	<p>DEPOSITED PLAN <b>74618</b></p>
	<p>SCALE: NTS at A2 ALL DISTANCES ARE IN METRES</p>	<p>SHEET 04 OF 06 SHEETS VERSION 3</p>

SURVEY CARRIED OUT UNDER REG 26A  
SPECIAL SURVEY AREA GUIDELINES  
ALL BOUNDARY / CORNER SURVEY MARKS  
SHOWN ON THIS SHEET ARE INDICATIVE ONLY.  
ON THE DATE OF THIS PLAN THE FOLLOWING  
WAS THE POSITION OF THE SURVEY MARKS  
THEY WERE PLACED PER PLAN TO THIS PLAN.


FOR HEADING SEE SHEET 1  
FOR INTERESTS AND NOTIFICATIONS  
SEE SHEET 3



HELD BY LANDGATE  
IN DIGITAL FORM ONLY.



**Landgate**  
Western Australian Land Information Authority

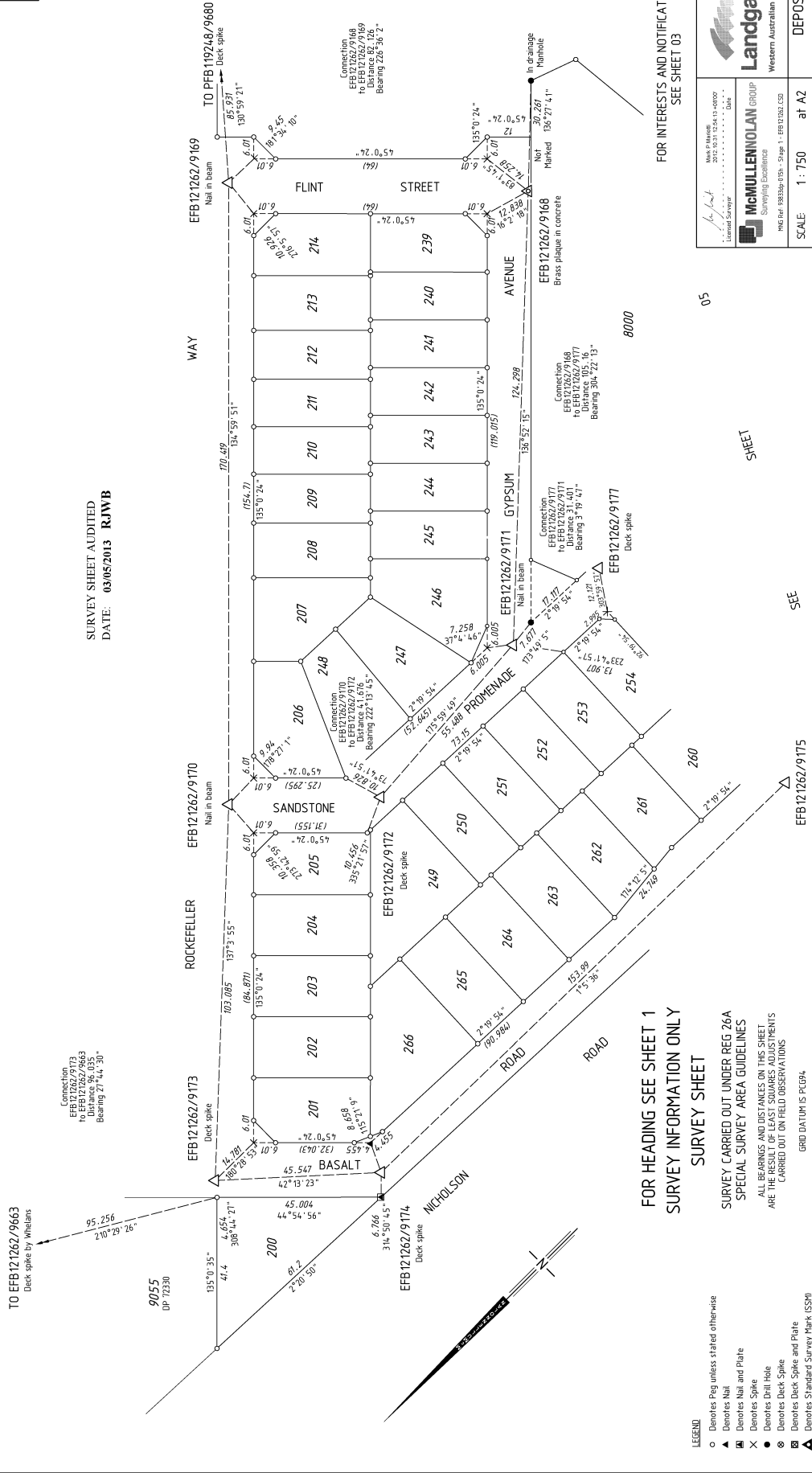
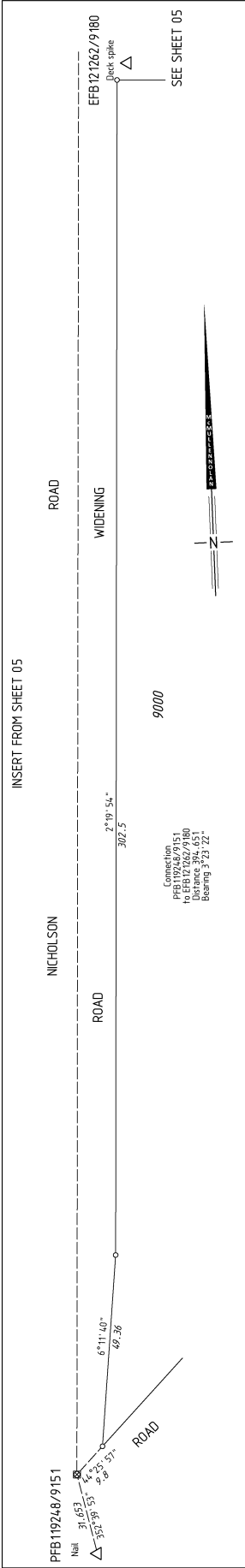


**McMULLEN NOLAN GROUP**  
Surveying Establishments

MEMBER 933849-036 - Stage 1 - FEB 2012 CSD

SCALE 1:750 at A2  
ALL DIMENSIONS ARE IN METRES  
SHEET 06 OF 06 SHEETS  
REGION 3

DEPOSITED PLAN  
**746 18**

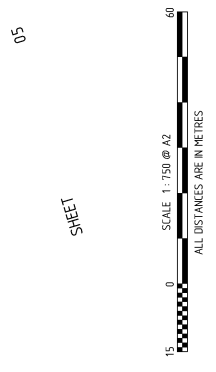


FOR HEADING SEE SHEET 1  
SURVEY INFORMATION ONLY  
SURVEY SHEET

SURVEY CARRIED OUT UNDER REG. 26A  
SPECIAL SURVEY AREA GUIDELINES  
ALL BEARINGS AND DISTANCES ON THIS SHEET  
ARE THE RESULT OF LEAST SQUARES ADJUSTMENTS  
CARRIED OUT ON FIELD OBSERVATIONS

GRID DATUM IS PCG04

- LEGEND
- Denotes Peg unless stated otherwise
  - ▲ Denotes Nail
  - △ Denotes Nail and Plate
  - ✕ Denotes Spike
  - ⊙ Denotes Drill Hole
  - ⊗ Denotes Deck Spike
  - ⊕ Denotes Standard Survey Mark (SSM)
  - ⊖ Denotes Permanent Survey Mark (PSM)
  - ⊗ Denotes Permanent Control Mark (PCM)
  - ⊕ Denotes Temporary Control Mark (TCM)



FOR INTERESTS AND NOTIFICATIONS  
SEE SHEET 03

# Deposited Plan 74618

<b>Lot</b>	<b>Certificate of Title</b>	<b>Lot Status</b>	<b>Part Lot</b>
200	2801/304 (Cancelled)	Strata'd	
200	SP67801	Strata'd	
201	2801/305	Registered	
202	2801/306	Registered	
203	2801/307	Registered	
204	2801/308	Registered	
205	2801/309	Registered	
206	2801/310	Registered	
207	2801/311	Registered	
208	2801/312	Registered	
209	2801/313	Registered	
210	2801/314	Registered	
211	2801/315	Registered	
212	2801/316	Registered	
213	2801/317	Registered	
214	2801/318	Registered	
239	2801/319	Registered	
240	2801/320	Registered	
241	2801/321	Registered	
242	2801/322	Registered	
243	2801/323	Registered	
244	2801/324	Registered	
245	2801/325	Registered	
246	2801/326	Registered	
247	2801/327	Registered	
248	2801/328	Registered	
249	2801/329	Registered	
250	2801/330	Registered	
251	2801/331	Registered	
252	2801/332	Registered	
253	2801/333	Registered	
254	2801/334	Registered	
255	2801/335	Registered	
256	2801/336	Registered	
257	2801/337	Registered	
258	2801/338	Registered	
259	2801/339	Registered	
260	2801/340	Registered	
261	2801/341	Registered	
262	2801/342	Registered	
263	2801/343	Registered	
264	2801/344	Registered	
265	2801/345	Registered	
266	2801/346 (Cancelled)	Strata'd	
266	SP68276	Strata'd	



# Deposited Plan 74618

<u>Lot</u>	<u>Certificate of Title</u>	<u>Lot Status</u>	<u>Part Lot</u>
267	2801/347	Registered	
268	2801/348	Registered	
269	2801/349	Registered	
270	2801/350	Registered	
271	2801/351	Registered	
272	2801/352	Registered	
273	2801/353	Registered	
274	2801/354	Registered	
287	2801/355	Registered	
288	2801/356	Registered	
289	2801/357	Registered	
290	2801/358	Registered	
291	2801/359	Registered	
292	2801/360	Registered	
293	2801/361	Registered	
349	2801/362	Registered	
350	2801/363	Registered	
8000	LR3162/658	Registered	
9000	2801/364 (Cancelled)	Retired	
0	N/A	Retired	
0	N/A	Retired	
0	N/A	Retired	
0	N/A	Retired	
0	N/A	Registered	
0	N/A	Registered	
0	N/A	Registered	
0	N/A	Registered	
0	N/A	Retired	
0	N/A	Retired	
0	N/A	Registered	
0	N/A	Registered	
0	N/A	Registered	



**INSTRUCTIONS**

1. This form may be used only when a "Box Type" Form is not provided or is unsuitable. It may be completed in narrative style.
2. If 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

OFFICE USE ONLY

**M 29946 RC**

27 Aug 2012 13:50:39 Perth



REG \$ 160.00

*1 Nov 2012*

LODGED BY  
ADDRESS  
**WESTLAND SETTLEMENT SERVICES PTY LTD**

PHONE No. **PO BOX Z5326**  
FAX No. **PERTH WA 6831**

REFERENCE No. **TEL 9325 1166 FAX: 9325 3166**

ISSUING BOX No. **westsets@arach.net.au**

**193J**

PREPARED BY **Warren Syminton Ralph Pty Ltd**  
Lawyers

ADDRESS **Level 2 Norfolk House**  
**3 Norfolk Street**  
**FREMANTLE WA 6160**

PHONE No. **(08) 9435 9435**

FAX No. **(08) 9433 4533**

REFERENCE No. **APS01917**

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

*WIN*

TITLES, LEASES, DECLARATIONS ETC. LODGED  
HEREWITH

1.	<u>Western Power</u>	Received Items
2.	<u>Consent</u>	Nos. <u>1</u>
3.	_____	
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.





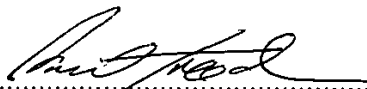
# Signing page

DATED: 20.08.2012

EXECUTED by ZAMIA PROPERTY )  
PTY LTD in accordance with section )  
127(1) of the Corporations Act 2001 )  
(Cwlth) by authority of its directors: )

  
..... )  
Signature of director )  
Paul Sadleir )

.....MANAGING DIRECTOR )  
Name of director (block letters) )

  
.....

Signature of ~~director~~/company )  
secretary\* )  
\*delete whichever is not applicable )

..... )  
Name of ~~director~~/company secretary\* )  
(block letters) )  
\*delete whichever is not applicable )

Paul Freedman  
COMPANY SECRETARY

- a) side boundary fence which is forward of the building line; and
  - b) any side or rear boundary fence which is not constructed of 1800mm framed sheet metal in a colour specified by the Transferor; and
  - c) gates and returns which are inconsistent in material and colour with the front, side and rear boundary fencing of the Property.
9. Not to erect or construct, or permit to be erected or constructed, on a Cottage Lot any:
- a) any side or rear boundary fence which is not constructed of 1800mm framed sheet metal in a colour specified by the Transferor;
  - b) gates and returns which are inconsistent in material and colour with the front, side and rear boundary fencing of the Property.
10. Not to erect or construct, or permit to be erected or constructed on a Marked Cottage Lot any fencing for the first 10 metres on the external side boundary other than a visually permeable metal railing to a height of 1200mm.
11. Not to erect or display any sign boarding or advertising of any description whatsoever on the Property, including a FOR SALE sign, until after a residence thereon has been completed.
12. Each of these Covenants is a separate and distinct covenant, and if any Covenant or its application to any person or circumstance is or becomes invalid or unenforceable then the remaining Covenants will not be affected and each remaining Covenant will be valid and enforceable to the fullest extent permitted by law.
13. Not to breach or cause to be breached the Design Guidelines which have been supplied by the Transferor to the original purchaser of the Property and which relate to the Property and construction of a residence on the Property.
14. These Covenants expire at, and are of no force and effect except in relation to antecedent breaches after, midnight on 31 December 2016.



- a) incorporating at least one window from a habitable room to address the secondary street;
  - b) incorporating verandas, roof gables and gables, recessed panels or other features to provide visual interest to both street frontages; and
  - b) providing feature landscaping to both street frontages.
4. Not to erect or construct, or permit to be erected or constructed, on the Property any:
- a) two way radio or other aerial, any satellite dish or any other media or electronic communication aerial or device which may be visible from any street adjacent to the Property;
  - b) externally mounted air-conditioning, evaporative cooling unit or device or any other plant and equipment including any solar hot water system which is not in a similar colour as the predominant colour of the adjacent or surrounding roofing or building material on which the unit or device is mounted, or whose highest point is higher than the peak ridge of the roof of the main building on the Property or which is located within the roof space or on the ground and concealed from view of the street; or
  - c) piped, reticulated or wired services which may be visible from any street adjacent to the Property.
5. Not to erect or construct, or permit to be erected or constructed, on the Property:
- a) any outbuildings with galvanised iron, timber or unpainted fibrous cement walls except for sheds which have a floor area of less than 8 m<sup>2</sup> and which are not visible from any street adjoining Property;
  - b) any outbuildings with a floor area of more than 8m<sup>2</sup> which are not constructed of the same materials and painted or using the same colours as the main dwelling constructed on the Property;
  - c) any refuse or bin storage area that is visible from any street; or
  - d) any clothes hoist or clothesline or area used for clothes drying or airing which is visible from any street.
6. Not to erect or construct, or permit to be erected or constructed, on the Property any building without a driveway for motor vehicle access which:
- a) is built to specifications complying with all relevant by laws and requirements of all relevant authorities; and
  - b) is made from segmented pavers, liquid limestone, exposed aggregate or any other material approved in writing by the Transferor;
7. Not to erect or construct, or permit to be erected or constructed, any front boundary fence on the Property which is:
- a) forward of the front setback line and being of a height greater than 900 mm if the Property is east/west orientated;
  - b) forward of the front setback line and being of a height greater than 1,200 mm if the Property is north/south orientated, and which is less than 50% permeable above a height of 900mm;
  - c) not constructed of painted timber, metal or masonry which matches the front façade of the dwelling on the Property where the fence is a front boundary fence between properties and behind the front setback line;
8. Not to erect or construct, or permit to be erected or constructed, on the Property any:



## Schedule - The Restrictive Covenants

In the Restrictive Covenants:

“**Cottage Lot**” means a Property which is identified on the Subdivision Plan as Lots 255-259 inclusive, 267-270 inclusive, 293, 349 and 350.

“**Marked Cottage Lot**” means a Property which is a Cottage Lot and which is identified on the Subdivision Plan as Lots 255, 270, 349 and 350.

“**Subdivision Plan**” means Deposited Plan 74618.

“**Property**” means each of the Lots on the Subdivision Plan other than Lots 8000 and 9000. ✱

“**Transferor**” means Zamia Property Pty Ltd ACN 105 654 564.

“**Transferee**” means the purchaser of the Property.

The Transferee covenants with the Transferor and the Transferor’s successors in title for the Transferee and the Transferee’s successors in title the registered proprietor from time to time of the Property:

1. Not to erect or construct, or permit to be erected or constructed on the Property a garage or carport other than one that:
  - a) accommodates not less than two vehicles and with an area of not less than 30 m<sup>2</sup>;
  - b) is incorporated under the main roof of the residence unless the lot has a secondary frontage to a public road and the access and egress to and from the garage or carport is solely to and from that secondary public road;
  - c) has a roof pitch which is the same as the roof pitch of the main residential dwelling on the Property;
  - d) is enclosed with a roller door; and
  - e) is constructed from the same materials as the residence.
2. Not to erect or construct, or permit to be erected or constructed, on the Property:
  - a) any building with external wall materials which are not substantially of masonry construction;
  - b) any building which has less than two different Approved Materials on each street facing façade. The “façade” is to be treated as exclusive of the roof, gutters and downpipes but as including any gables or gables. “Approved Materials” are masonry, rendered construction, limestone, feature stone or brick, cedar cladding, painted fibre cement sheeting or painted weatherboard, and other materials approved in writing by the Transferor;
  - c) any building which has a front façade 80% or more of the area of which (excluding windows and garage doors) is comprised of one Approved Material;
  - d) any building that has any roof, excluding a roof to a veranda or a curved or skillion roof approved by the Transferor, which:
    - (1) is visible from any street adjacent to the Property; and
    - (2) has a pitch of less than 25 degrees other than minor roof elements such as window awnings, which may have a pitch of not less than 15 degrees;
  - e) an open carport; or
  - f) any building with a meter box on the front façade.
3. Not to erect, construct or permit to be erected or constructed, on a Property which has two street frontages any dwelling which does not address both street frontages by at least:

## **4 Severance**

### **4.1 Separate and distinct covenants**

Each covenant in the Restrictive Covenants is a separate and distinct covenant, and if any covenant or its application to any person or circumstance is or becomes invalid or unenforceable then the remaining covenants will not be affected and each remaining covenant will be valid and enforceable to the fullest extent permitted by law.

## **5 Definitions**

### **5.1 Definitions**

The following words have the meanings in this deed unless the contrary intention appears:

**Estate Land** means the land in or formerly in Lot 2 on Diagram 55101 being the whole of the land in Certificate of Title Volume 1534 Folio 712.

**Lot** means a lot created upon registration of the Subdivision Plan, subject to the following encumbrances:

- (a) As to Lots 200 and 9000: L642047 Easement burden created in favour of the Electricity Networks Corporation.
- (b) As to Lot 9000: A899618 Easement burden created in favour of the State Electricity Commission.
- (c) As to Lot 9000: L919135 Easement burden created in favour of the Electricity Networks Corporation.
- (d) As to Lots 255, 257, 259, 267, 269, 270, 349 and 350: Easement burden created under Section 167 of the P.&D. Act for water supply purposes to the Water Corporation.
- (e) As to Lot 9000: Easement burden created under Section 167 of the P.&D. Act for sewerage purposes to the Water Corporation.
- (f) As to Lots 255, 257, 259, 267, 269, 270, 349 and 350: Easement burden created under Section 167 of the P.&D. Act for telecommunications supply purposes to the NBN Corporation Pty Ltd.
- (g) As to Lots 255, 257, 259, 267, 269, 270, 349 and 350: Easement burden created under Section 167 of the P.&D. Act for gas supply purposes to WA Gas Networks Pty Ltd.
- (h) As to Lot 9000: L415546 Mortgage to ANZ Fiduciary Services Pty Ltd.

**Restrictive Covenants** means the restrictive covenants set out in the Schedule.

**Specified Lots** means the Lots to which the benefit and burden of the Restrictive Covenants apply, being all of the Lots on the Subdivision Plan except Lots 8000 and 9000.

**Subdivision Plan** means the plan of subdivision of the Estate Land into residential lots lodged for registration at the Land Titles Division of Landgate and being Deposited Plan 74618 and which includes any plan or diagram lodged which amends or is in substitution for that plan.

### **5.2 References to boundary or area**

A reference to a boundary or the area of a Lot is a reference to the boundary or the area of the Lot as shown on the Certificate of Title to that Lot.

**EXECUTED** as a deed

## BLANK INSTRUMENT FORM

**Deed of Restrictive Covenant  
Section 136D Transfer of Land Act**

(Note 1)

**Parties:** **Zamia Property Pty Ltd** ACN 105 654 564 of Ground Floor, 50 Colin Street, West Perth, Western Australia (“**Registered Proprietor**”)

**Recitals**

- A** The Registered Proprietor is the registered proprietor of the Estate Land.
- B** The Registered Proprietor is in the course of subdivision of the Estate Land and selling and transferring subdivided lots out of the Estate Land, and is in the process of causing registration of plans of subdivision in respect of the Estate Land.
- C** The Registered Proprietor wishes to register restrictive covenants in respect of certain lots within the Estate Land pursuant to Section 136D of the Transfer of Land Act so that those covenants will benefit and burden those lots.

**1 Creation of Restrictive Covenants relating to Lots****1.1 Creation of Restrictive Covenants**

The Registered Proprietor pursuant to Section 136D of the Transfer of Land Act:

- (a) creates the Restrictive Covenants in respect of the Specified Lots; and
- (b) agrees that the Restrictive Covenants will be registered against the Certificate of Title to each of the Specified Lots.

**2 Benefit and burden of Restrictive Covenants****2.1 Benefit and burden of Restrictive Covenants**

Subject only to clause 2.2, the burden of the Restrictive Covenants is appurtenant to and will run with each of the Specified Lots for the benefit of all of the Specified Lots to the intent that the Restrictive Covenants will bind the Registered Proprietor and the registered proprietor from time to time of each of the Specified Lots and will be for the benefit of the Registered Proprietor and any other registered proprietor from time to time of every one of the Specified Lots, but not so as to render the Registered Proprietor personally liable in respect of any Lot after the Registered Proprietor has parted with all interest in that Lot.

**2.2 Expiry of Restrictive Covenants**

The Restrictive Covenants expire on, and are of no force and effect after midnight on 31 December 2016.

**3 Consents under Section 136E of the Transfer of Land Act****3.1 Registered Proprietor to obtain consents**

The Registered Proprietor will obtain any consents required under Section 136E of the Transfer of Land Act to the creation of this deed and the creation of the Restrictive Covenants over the Lots pursuant to Section 136D of the Transfer of Land Act.