

contract for sale of land or strata title by offer and acceptance



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NOTICE: Contracts must be lodged with the Office of State Revenue for duty assessment within two (2) months of the date the last person executes the Contract
WARNING - If the Buyer is not an Australian Citizen or Permanent Resident or a New Zealand Citizen then FIRB approval (and a special condition to this Contract) may be required.
WARNING - If the Purchase Price is \$750,000 or more a Withholding Tax may apply to this Contract (see 2022 General Condition 3.7).
WARNING - If GST is relevant to this transaction then the relevant GST provision should be outlined in the Special Conditions or in an attached GST Annexure, which forms part of this Contract.

TO:

Address

Suburb State Postcode

As Agent for the Seller / ~~Buyer~~

THE BUYER

Name

Address

Suburb State Postcode

Name

Address

Suburb State Postcode

EMAIL: The Buyer consents to Notices being served at:

OFFERS TO PURCHASE the Land and Property Chattels set out in the Schedule ("Property") with vacant possession unless stated otherwise in the Special Conditions at the Purchase Price on the terms set out in the Schedule, the Conditions and Special Conditions as:

Sole owner Joint Tenants Tenants in Common specify the undivided shares

SCHEDULE

The **Property** at:

Address

Suburb State Postcode

Lot Deposited/~~Survey/Strata/Diagram~~/Plan Whole / ~~Part~~ Vol Folio

A **deposit** of \$ of which \$ is paid now and \$ to be paid within days of acceptance to be held by

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

Purchase Price

Settlement Date

Property Chattels including

GST WITHHOLDING

- Is this Contract concerning the taxable supply of new residential premises or potential residential land as defined in the GST Act? YES NO
- 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).
- If YES is ticked, then the 'GST Withholding Annexure' should be attached to this Contract.

FINANCE CLAUSE IS APPLICABLE	FINANCE CLAUSE IS NOT APPLICABLE
LENDER/ <input type="text"/> MORTGAGE BROKER (NB. If blank, can be any) <input type="text"/> LATEST TIME: 4pm on: <input type="text"/> AMOUNT OF LOAN: <input type="text"/> SIGNATURE OF BUYER <input type="text"/> <input type="text"/>	Signature of the Buyer if Finance Clause IS NOT applicable <input type="text"/> <input type="text"/>

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

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CONDITIONS

1. SUBJECT TO FINANCE

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

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

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

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

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

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

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

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

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

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

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

1.4 Finance Approval: Approval Notice Given

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

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

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

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

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

1.6 Buyer Must Keep Seller Informed: Evidence

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

1.7 Right To Terminate

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

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

1.8 Waiver

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

1.9 Definitions

In this Clause:

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

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

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

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

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

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

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

Latest Time means:

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

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

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

Non Approval Notice means:

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

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

SPECIAL CONDITIONS

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

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SPECIAL CONDITIONS - Continued

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

Signature		Date		Signature	
Signature		Date		Signature	

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

Name	Katie Marama Reihana				
Address	28 Amanita Avenue				
Suburb	Harrisdale	State	WA	Postcode	6112
Name	Hayden Malcolm Reihana				
Address	28 Amanita Avenue				
Suburb	Harrisdale	State	WA	Postcode	6112

EMAIL: The Seller consents to Notices being served at:

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

Signature		Date		Signature	
Signature		Date		Signature	

RECEIPT OF DOCUMENTS

The Buyer acknowledges receipt of the following documents:

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

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

Signature	

RECEIPT OF DOCUMENTS

The Seller acknowledges receipt of the following documents:

1. This offer and acceptance
2. 2022 General Conditions

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

Signature	

CONVEYANCER (Legal Practitioner/Settlement Agent)

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

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

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04/22

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

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

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

Buyer

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Seller

Signature _____

Name Katie Marama Reihana

Date _____

Signature _____

Name Hayden Malcolm Reihana

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

28 Amanita Avenue, 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.
 - 9.6 "Report" means the report performed in accordance with Appendix A of the Standard by a **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 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

28 Amanita Avenue, 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

2982 910

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 166 ON DEPOSITED PLAN 417834

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

HAYDEN MALCOLM REIHANA
KATIE MARAMA REIHANA
BOTH OF 1 CALLEY WAY CANNING VALE WA 6155
AS JOINT TENANTS

(T O528013) REGISTERED 19/10/2020

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

1. RESTRICTIVE COVENANT BENEFIT - SEE DEPOSITED PLAN 417834 AND INSTRUMENT O409458
2. RESTRICTIVE COVENANT BURDEN - SEE DEPOSITED PLAN 417834 AND INSTRUMENT O409458
3. O409456 NOTIFICATION CONTAINS FACTORS AFFECTING THE WITHIN LAND. LODGED 21/5/2020.
4. O409457 NOTIFICATION SECTION 165 PLANNING & DEVELOPMENT ACT 2005 LODGED 21/5/2020.
5. O528014 MORTGAGE TO WESTPAC BANKING CORPORATION REGISTERED 19/10/2020.
6. P446703 PROPERTY (SEIZURE AND SALE) ORDER AS TO THE INTEREST OF HAYDEN MALCOLM REIHANA ONLY COURT REFERENCE PER/GCLM/9402/2022 REGISTERED 10/2/2023.
7. P622643 MEMORIAL. TAXATION ADMINISTRATION ACT 2003, SECTION 77A (DUTY) REGISTERED 12/7/2023.
8. P622645 MEMORIAL. FIRST HOME OWNER GRANT ACT 2000 LODGED 12/7/2023.

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

-----END OF CERTIFICATE OF TITLE-----

STATEMENTS:

The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice.

SKETCH OF LAND: DP417834
PREVIOUS TITLE: 2911-404
PROPERTY STREET ADDRESS: 28 AMANITA AV, HARRISDALE.

END OF PAGE 1 - CONTINUED OVER

RECORD OF CERTIFICATE OF TITLE

REGISTER NUMBER: 166/DP417834

VOLUME/FOLIO: 2982-910

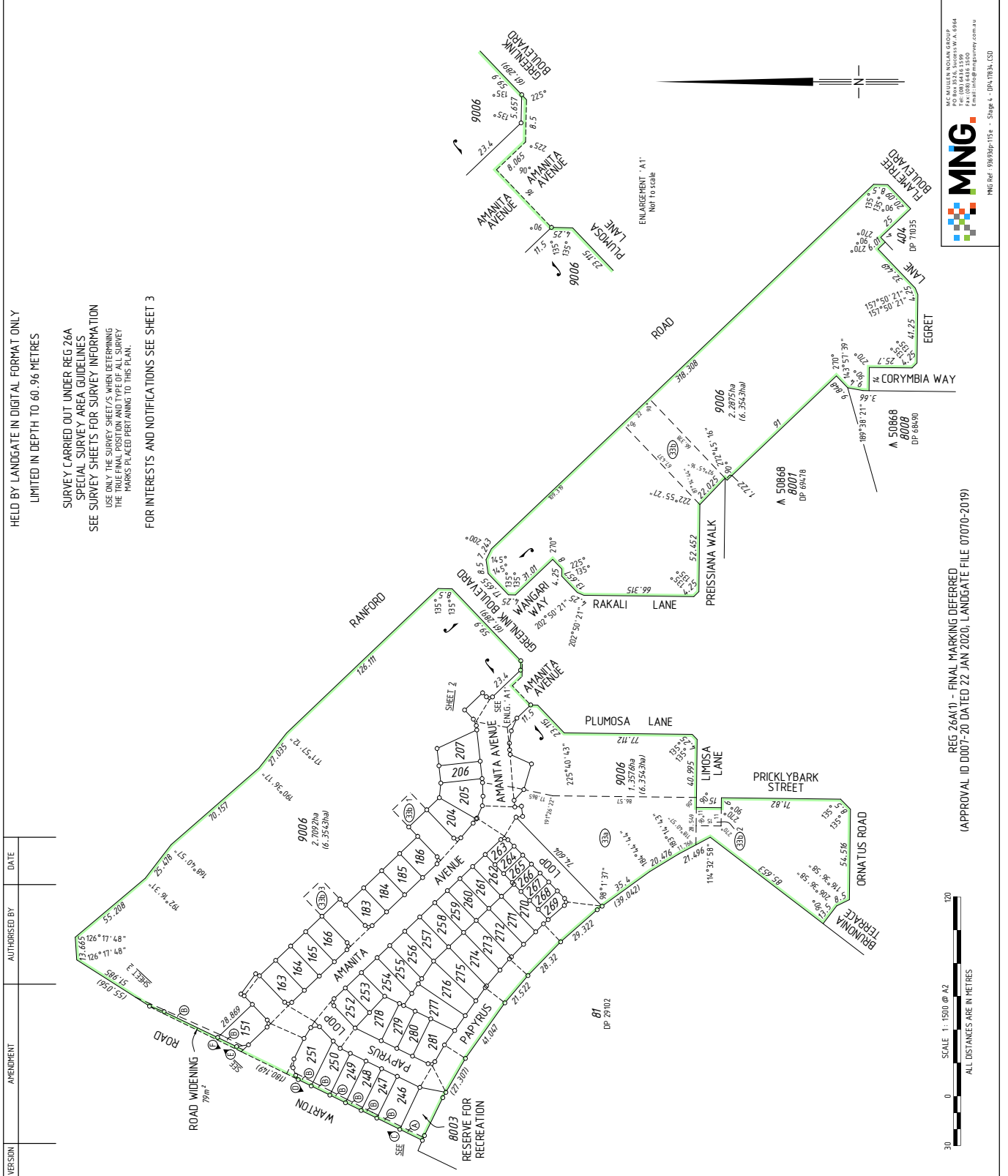
PAGE 2

LOCAL GOVERNMENT AUTHORITY:

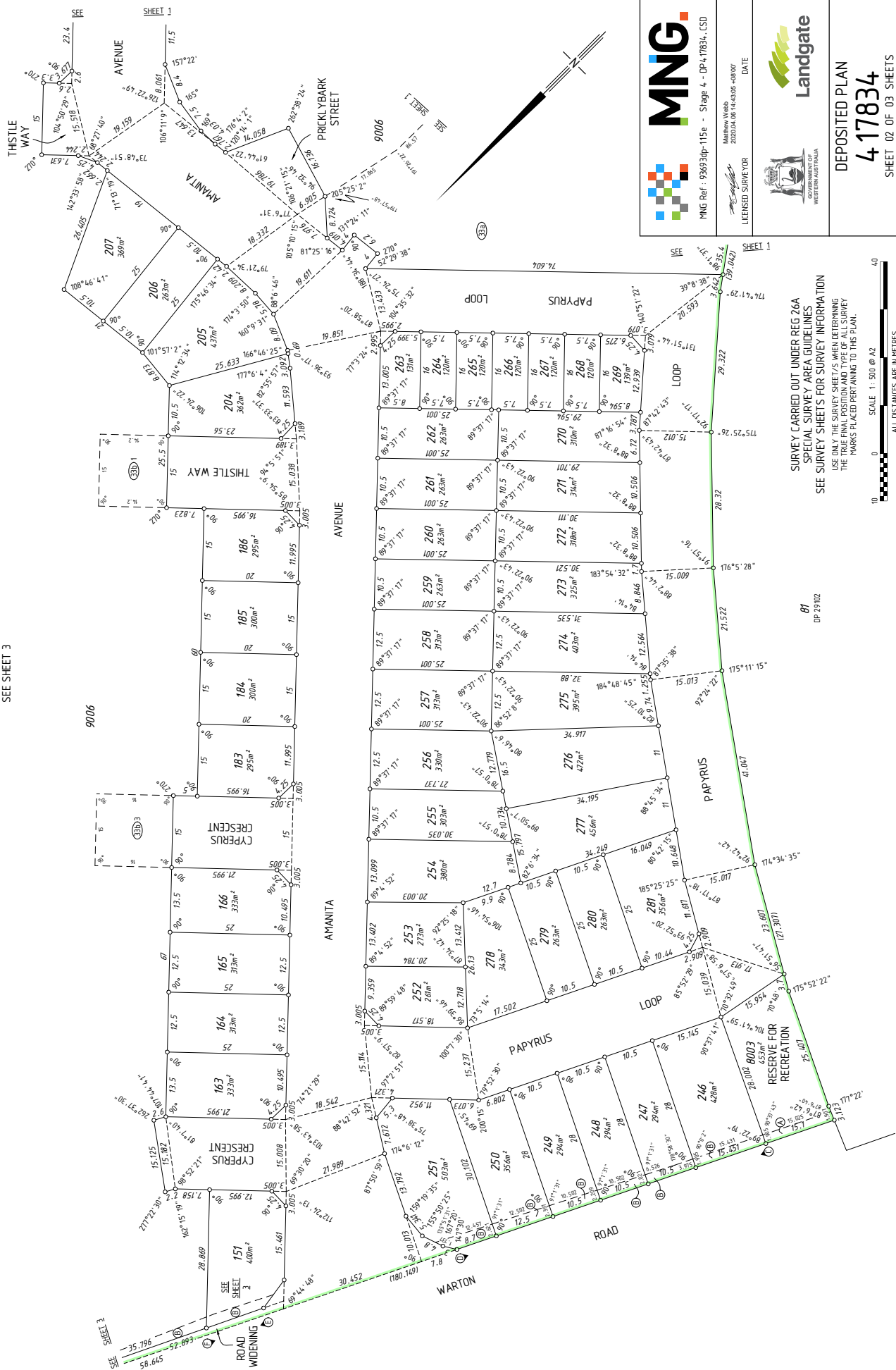
CITY OF ARMADALE



VERSION	AMENDMENT	AUTHORISED BY	DATE	TYPE	FREEHOLD	S.S.A.	YES
				PURPOSE	SUBDIVISION		
				PLAN OF	LOTS 151, 163-166, 183-186, 204-207, 246-281, 8003, 9006, ROADS, ROAD WIDENING, EASEMENTS, COVENANT AND RESTRICTIVE COVENANT		
				FORMER TENURE	LOT 9005 ON DP 4,085,444 C.T., 29/11/2004		
				LOCAL AUTHORITY	CITY OF ARMADALE		
				LOCALITY	HARRISDALE		
				D.P.L.H. FILE			
				FIELD RECORD	97885		
				SURVEYOR'S CERTIFICATE - REG 54			
				I, Matthew B. WEBB, 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 (if applicable)			
				undertaken for the purposes of this plan and that it complies with the relevant written law in relation to which it is lodged.			
				LICENSEE SURVEYOR	Matthew Webb	DATE	2020.04.08 14:42:57 +0800'
				6-Apr-2020	DATE	6-Apr-2020	DATE
				DATE	25 March 2020	ASSESS. No.	
				L.S.C.	25 March 2020	EXAMINED	
				FILE	1571728	WESTERN AUSTRALIAN PLANNING COMMISSION	
				Delegated under s. 16 PRD Act 2005	DATE	18-May-2020	DATE
				SUBJECT TO	IN ORDER FOR DEALINGS		
				Secs 150, 152, 185, 187, 188(1)(2) & 188(3) of PRD Act 2005, Energy Operators (Powers) Act 1979 Surrender of Easement L520689			
				FOR INSPECTOR OF PLANS AND SURVEYS	DATE	21-May-2020	DATE
				APPROVED	REG26A (1), (4)	21-May-2020	DATE
				INSPECTOR OF PLANS AND SURVEYS	U.S. 18 Licensed Surveyors Act 1909		



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



MNG
MNG Ref: 936924p-115e - Stage 4 - DP-417834-LSD
Mainway Ward
2020/04/06 14:43:05 488707
DATE
LICENSED SURVEYOR

Landgate
GOVERNMENT OF WESTERN AUSTRALIA

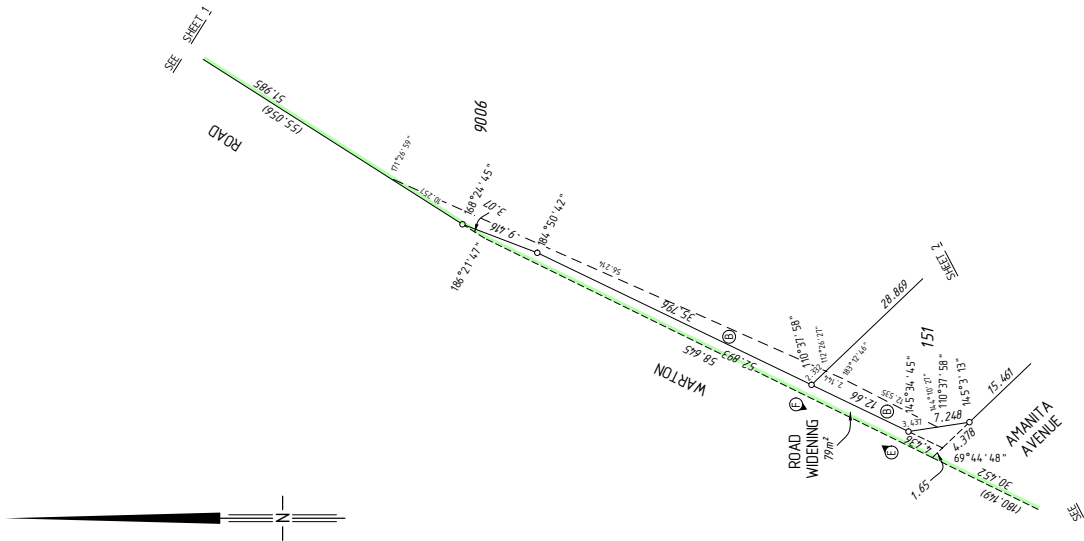
DEPOSITED PLAN
4 17834
SHEET 02 OF 03 SHEETS
VERSION 1

SURVEY CARRIED OUT UNDER REG 26A
SPECIAL SURVEY AREA GUIDELINES
SEE SURVEY SHEETS FOR SURVEY INFORMATION
USE ONLY THE SURVEY SHEET/S WHEN DETERMINING
THE TRUE FINAL POSITION AND TYPE OF ALL SURVEY
MARKS PLACED PERTAINING TO THIS PLAN.



HELD BY LANDGATE IN DIGITAL FORMAT ONLY

FOR HEADING SEE SHEET 1



INTERESTS AND NOTIFICATIONS

SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN	LAND BURDENED	BENEFIT TO	COMMENTS
(3E) (3D) 2	EASEMENT (Sewerage)	SEC 167 OF THE P. & D. ACT REG 33 (b)	DP 69478	LOT 9006	WATER CORPORATION	
(3E) (3D) 3	EASEMENT (Drainage) EASEMENT (Sewerage) RESTRICTIVE COVENANT	SEC 167 OF THE P. & D. ACT REG 33 (b) SEC 167 OF THE P. & D. ACT REG 33 (b) SEC 190 OF THE T.L.A.	THIS PLAN THIS PLAN THIS PLAN & DOC O409456	LOT 9006 ALL LOTS EXCEPT 8003 AND 9006	CITY OF ARMADALE WATER CORPORATION	
(4)	EASEMENT	ENERGY OPERATIONS POWERS ACT 1979	DOC O409462	LOT 8003	ALL LOTS EXCEPT 8003 AND 9006 ELECTRICITY NETWORKS CORPORATION	
(6)	EASEMENT	ENERGY OPERATIONS POWERS ACT 1979	DOC O409461	LOTS 151, 246-251, AND 9006	ELECTRICITY NETWORKS CORPORATION	
(1) (3E) (3D) 1	COVENANT	SEC 150 OF THE P. & D. ACT	THIS PLAN	LOTS 246-251	CITY OF ARMADALE	RESTRICTION OF ACCESS to and from Warton Road to and from Amantia Avenue
(6)	COVENANT	SEC 150 OF THE P. & D. ACT	THIS PLAN	LOT 151	CITY OF ARMADALE	RESTRICTION OF ACCESS to and from Warton Road to and from Amantia Avenue
LOT 8003	RESERVE FOR RECREATION	VESTS IN THE CROWN UNDER SEC 152 OF THE P. & D. ACT	THIS PLAN	LOTS 151, 163-166, 183, 246-254, 274-281		
	NOTIFICATION	SEC 70A OF THE T.L.A.	DOC O409456	LOTS 165, 166, 183-186, 204-207, 246-281		TRANSPORT NOISE BUSHFIRE MANAGEMENT PLAN
	NOTIFICATION	SEC 165 OF THE P. & D. ACT	DOC O409457			



MNG Ref : 936930p-115e - Stage 4 - DP-417834-LSD

Matthew Webb
2020/04/08 14:43:11 +0800
DATE
LICENSED SURVEYOR



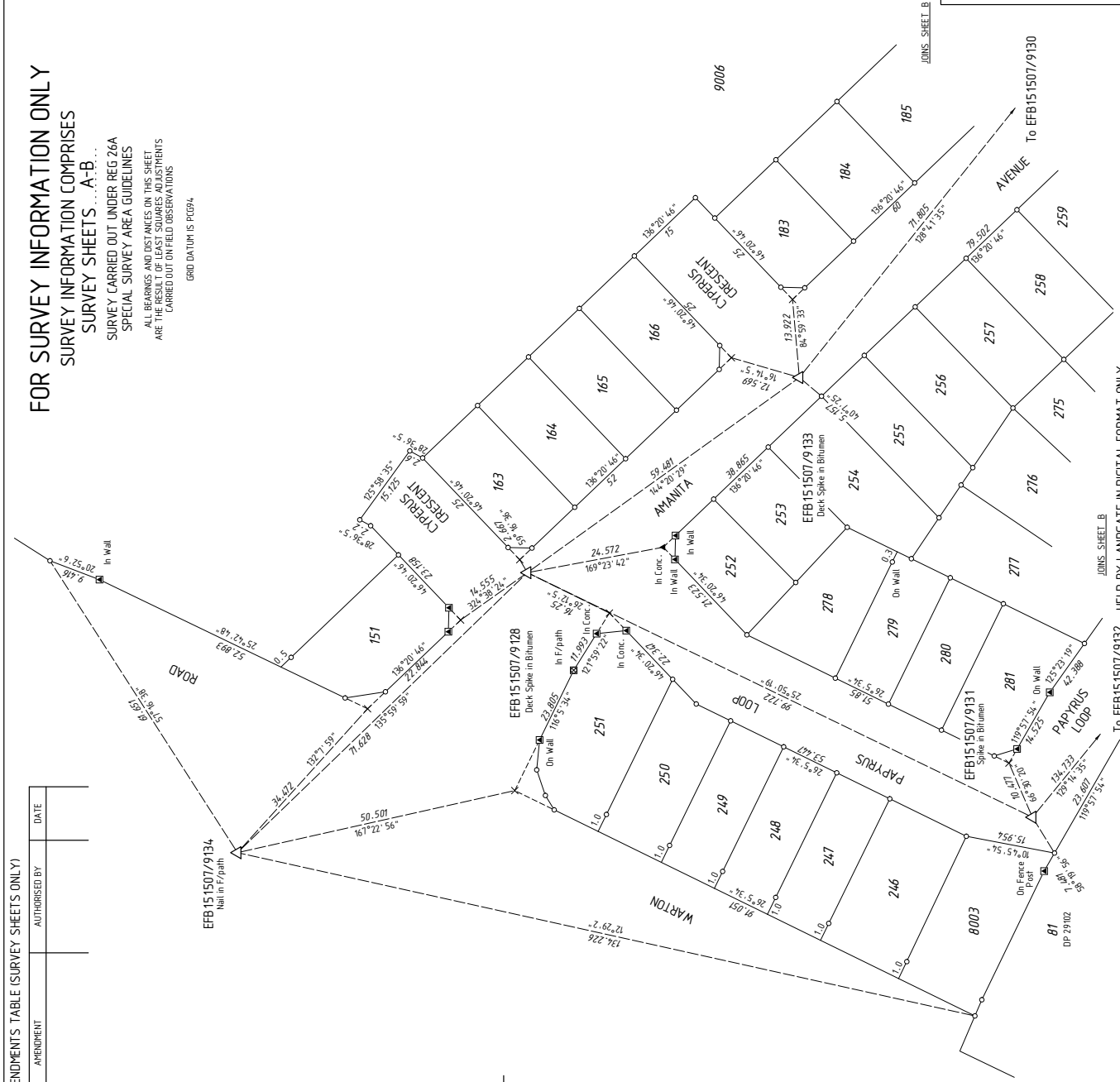
DEPOSITED PLAN
4 17834
SHEET 03 OF 03 SHEETS
VERSION 1

SURVEY CARRIED OUT UNDER REG 26A
SPECIAL SURVEY AREA GUIDELINES
SEE SURVEY SHEETS FOR SURVEY INFORMATION
USE ONLY THE SURVEY SHEET/S WHEN DETERMINING
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MARKS PLACED PERTAINING TO THIS PLAN.



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VER.	AMENDMENT	AUTHORISED BY	DATE



FOR SURVEY INFORMATION ONLY
SURVEY INFORMATION COMPRISES
SURVEY SHEETS A-B
SURVEY CARRIED OUT UNDER REG 26A
SPECIAL SURVEY AREA GUIDELINES
ALL BEARINGS AND DISTANCES ON THIS SHEET
ARE THE RESULT OF LEAST SQUARES ADJUSTMENTS
CARRIED OUT ON FIELD OBSERVATIONS
GRID DATUM IS FIG94

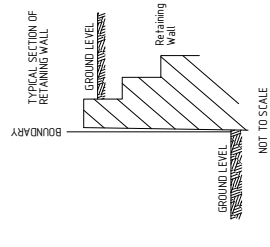
SURVEYOR'S CERTIFICATE - REG 54

I, Matthew B. WEBB
herewith 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,
where applicable
and that it complies with the relevant
written laws in relation to which it is
lodged.

SURVEYOR'S CERTIFICATE - REG 55E(i)
The marks shown on these plans of survey
were in place on 03/06/2020

Matthew Webb
2020.06.29 08:16:54
408'00"

LICENSED SURVEYOR DATE



THIS SUBMISSION CONTAINS RETAINING WALLS
WHICH ARE LOCATED WITHIN THE HIGH LOTS.



MNG Ref: 9369385-129c - EFB 151507 - L CSD

DEPOSITED PLAN
4 17834
SURVEY SHEET A
VERSION 1

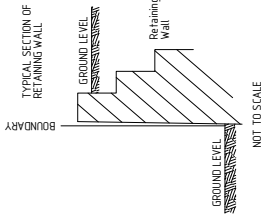
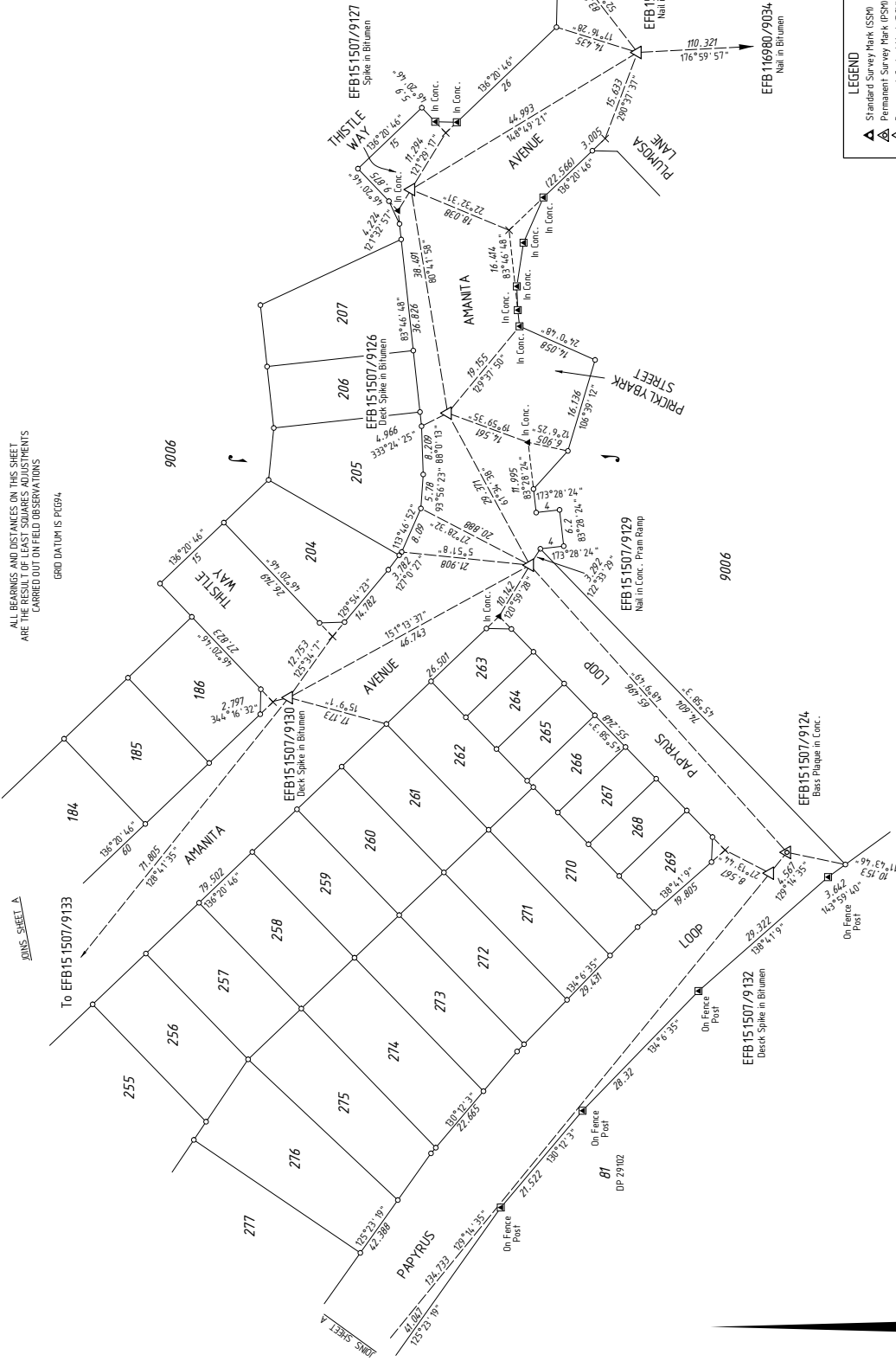
LEGEND

	Standard Survey Mark (SSM)
	Permanent Survey Mark (PSM)
	Temporary Control Mark (TCM)
	Peg unless stated otherwise
	Nail
	Nail and Plate
	Rivet
	Spike
	Drill Hole
	Deck Spike
	Deck Spike and Plate

FOR SURVEY INFORMATION ONLY
SURVEY INFORMATION COMPRISES
SURVEY SHEETS ...A-B...

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

GRID DATUM IS REG94



THIS SUBDIVISION CONTAINS RETAINING WALLS WHICH ARE LOCATED WITHIN THE HIGH LOTS.

SURVEYOR'S CERTIFICATE - REG 54

I, Matthew B. Webb 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, (where it is applicable) under the provisions of 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 3/06/2020

Matthew Webb
 2020.06.29 09:17:03
 +0800

LICENSED SURVEYOR DATE



DEPOSITED PLAN
4 17834
 SURVEY SHEET B
 VERSION 1

LEGEND

▲	Standard Survey Mark (SSM)
△	Permanent Survey Mark (PSM)
⊠	Permanent Control Mark (PCM)
⊞	Temporary Control Mark (TCM)
○	Peg unless stated otherwise
●	Nail
⊙	Nail and Plate
⊗	Rivet
⊕	Spike
⊖	Drill Hole
⊛	Deck Spike
⊜	Deck Spike and Plate



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Deposited Plan 417834

Lot	Certificate of Title	Lot Status	Part Lot
151	2982/906	Registered	
163	2982/907	Registered	
164	2982/908	Registered	
165	2982/909	Registered	
166	2982/910	Registered	
183	2982/911	Registered	
184	2982/912	Registered	
185	2982/913	Registered	
186	2982/914	Registered	
204	2982/915	Registered	
205	2982/916	Registered	
206	2982/917	Registered	
207	2982/918	Registered	
246	2982/919	Registered	
247	2982/920	Registered	
248	2982/921	Registered	
249	2982/922	Registered	
250	2982/923	Registered	
251	2982/924	Registered	
252	2982/925	Registered	
253	2982/926	Registered	
254	2982/927	Registered	
255	2982/928	Registered	
256	2982/929	Registered	
257	2982/930	Registered	
258	2982/931	Registered	
259	2982/932	Registered	
260	2982/933	Registered	
261	2982/934	Registered	
262	2982/935	Registered	
263	2982/936	Registered	
264	2982/937	Registered	
265	2982/938	Registered	
266	2982/939	Registered	
267	2982/940	Registered	
268	2982/941	Registered	
269	2982/942	Registered	
270	2982/943	Registered	
271	2982/944	Registered	
272	2982/945	Registered	
273	2982/946	Registered	
274	2982/947	Registered	
275	2982/948	Registered	
276	2982/949	Registered	
277	2982/950	Registered	

Deposited Plan 417834

<u>Lot</u>	<u>Certificate of Title</u>	<u>Lot Status</u>	<u>Part Lot</u>
278	2982/951	Registered	
279	2982/952	Registered	
280	2982/953	Registered	
281	2982/954	Registered	
8003	LR3171/677	Registered	
9006	2982/955 (Cancelled)	Retired	
0	N/A	Retired	
0	N/A	Retired	
0	N/A	Registered	
0	N/A	Retired	
0	N/A	Registered	
0	N/A	Registered	
0	N/A	Retired	
0	N/A	Registered	
0	N/A	Retired	
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 full name, address and occupation of the witness must be stated.



EXAMINED

OFFICE USE ONLY

O409458 RC

19 May 2020 08:30:00 Perth

LODGED BY

ADDRESS **Street:**

HOUSING AUTHORITY
99 PLAIN STREET
EAST PERTH WA 6004

PHONE No. **PH: 9222 4654 FAX: 9222-4670**

FAX No. **LANDGATE BOX - 158L**

REFERENCE No. **6154 6468**

ISSUING BOX No.

PREPARED BY **MCWILLIAMS LAWYERS**
 (REF:PMW: 20061)

ADDRESS **Street:** Level 3, 172 St. Georges Terrace
 Perth WA 6000

Postal: PO Box 7882
 Cloisters Square PO WA 6850

PHONE No. 08 9422 8999 FAX No.08 9422 8900

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

5/7
4/4

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.

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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 30cm 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 315 679

Email approvalswa@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 regulations. 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 allows 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 over-ride the wording or intent contained within this document and approval for same will not be granted.

Acknowledgements

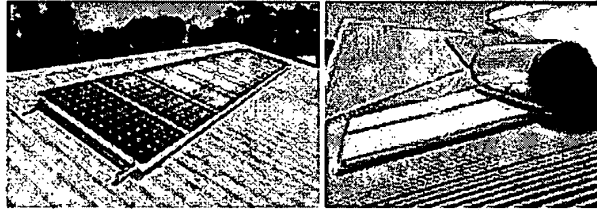
Images within this document have been sourced from Dulux, WB Designs, realestate.com.au, Ben Trager Homes, Home Improvement Pages, Cervale Home, Pty Ltd, Celebration Homes, Aerobic West, energysaving.gov.au, Architectural Cladding Pty Ltd, Colorbond, Real Stone Cladding, James Hardie, BHC.com, Green Magazine, Wishlist Homes, Stegbar, Bunnings Warehouse, Brickmakers

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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:

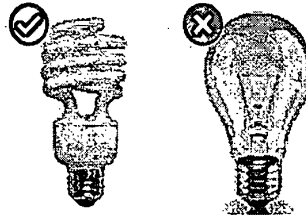
- Photovoltaic (PV) system
- Solar (with gas or electric booster) or Heat Pump hot water system.

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.



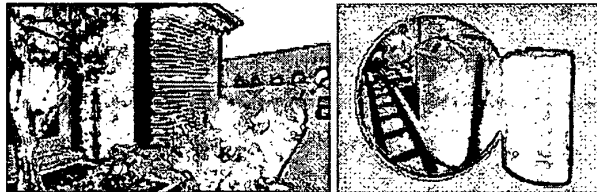
Key Energy Efficiency elements include:

- 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

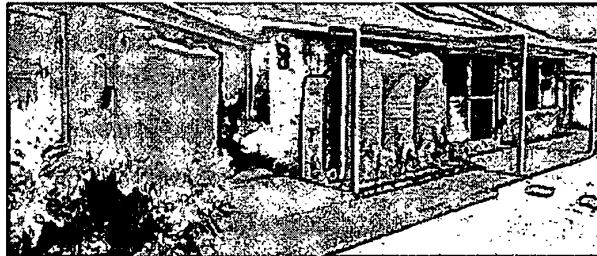
Alternative Water and Water Reuse

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
- Grey water system to irrigate garden areas



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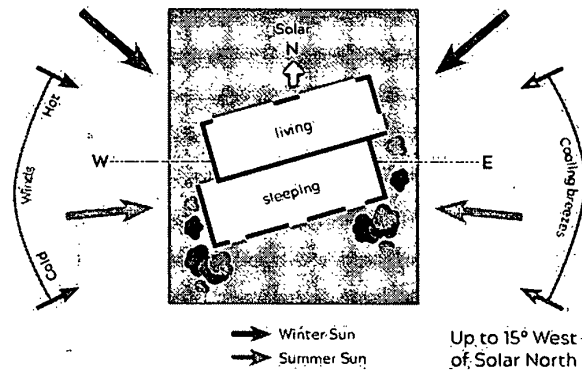
Additional Design Considerations

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 Harrisdale Green 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.

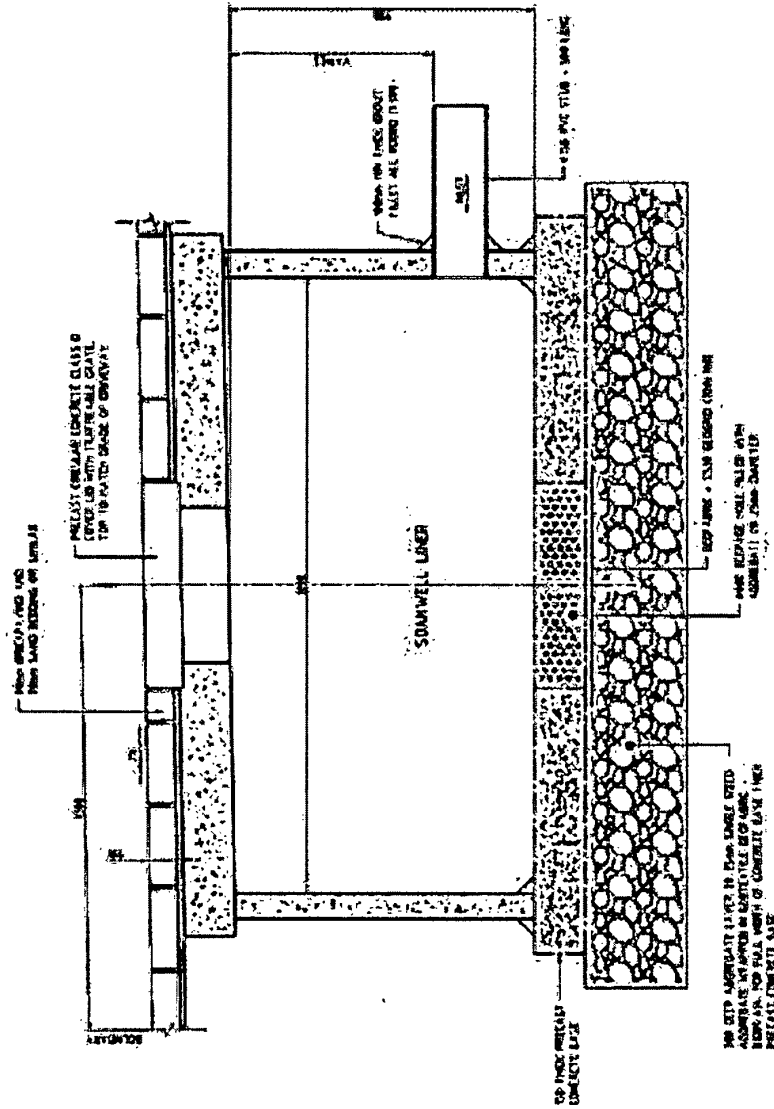


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Stage 4 Stormwater Drainage

Figure 1



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Stage 4 Stormwater Drainage

This information sheet outlines the requirements for stormwater drainage for the Harrisdale Green Estate, Stage 4. All residential lots located in this Estate are to comply with these requirements for drainage to meet water sensitive urban design conditions.

This information sheet has been prepared in accordance with the approved Urban Water Management Plan (UWMP).

All lots are required to infiltrate the first 15 mm of rainfall on-site. A stormwater outlet grate is to be provided by the owner in the driveway to discharge runoff to the road, for rainfall events greater than 15 mm. All infiltration devices installed on the lot must be interconnected with minimum 90 mm diameter PVC pipe work. No infiltration device shall be installed any deeper than 900 mm below ground level. While no particular type of stormwater infiltration device for lot use is mandated, devices must provide storage volumes consistent with Table 1. Volumes for each lot are based on 85% connected impervious area for the storage of 15 mm of rainfall. Table 2 provides some examples of infiltration pit storage volumes for various sizes.

All lots shall install a grated pit to function as a bubble out pit. In the event that the lot scale drainage system surcharges, the bubble out pit will allow stormwater flows to discharge overland into the council controlled street drainage system. The use of a material capable of traffic loading is advised under driveways. Owners are also recommended to ensure the top of the bubble out grate is below the house pad level to prevent flooding of the building. Figure 1 provides an example of a driveway bubble out pit.

TABLE 1: SOAKWELL VOLUME REQUIREMENT EXAMPLES

Lot Area (m ²)	85% Contributing Impervious Area (m ²)	Required Soakwell Volume (m ³)
200	170	2.55
250	213	3.20
300	255	3.83
350	298	4.47
400	340	5.10

TABLE 2: INFILTRATION PIT SIZE AND IMPERVIOUS AREA SERVED

Chamber Diameter (mm)	Chamber Depth (mm)	Volume (m ³)	Imp. Area Served (m ²)
1200	900	1.02	68
1500	900	1.59	106
1800	900	2.29	153

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Fencing and Landscaping

Cedar Woods provides front landscaping and side and rear boundary fencing (excluding side gates or return fencing between the house and side fence) to homes compliant with Design Guidelines and completed on or before 24 months from settlement.

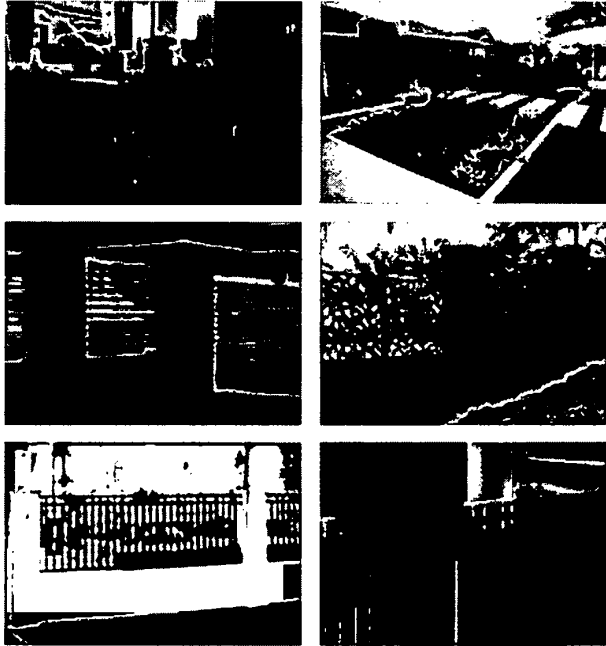
The front landscaping provided excludes any 'hard' landscaping materials such as paving, planter boxes, or ornamental features. Waterwise native plant species are recommended due to their low water requirements.

Side boundary fencing will be installed to 1 metre behind the front building line. Any owner-installed fencing forward of the front building line must comply with the below requirements for front fencing.

Owner-installed fencing to the front of the home is permitted to a height of 900mm above lot level. If 1200mm high is required then the fence should be at least 50% visually permeable to allow for passive surveillance. The colours and materials are to complement the dwelling, while still maintaining the feel of the estate.

Please refer to the Fencing & Landscaping T&Cs located on the Harrisdale Green website for further information on Cedar Woods' Boundary Fencing & Front Landscaping Package:

<https://www.harrisdalegreen.com.au/building-resources/resources/>

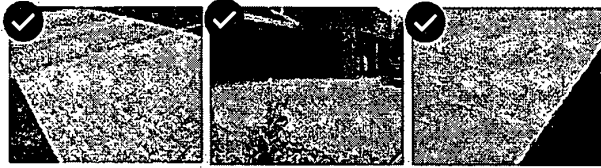


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8. Driveway and Crossover

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.

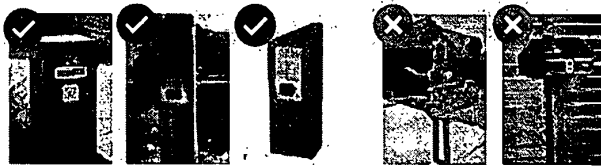


Grey or coloured concrete to driveways or crossovers are not permitted.

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

9. Letterboxes

The letterbox shall be designed and finished in materials and natural colour tones to complement the dwelling appearance.

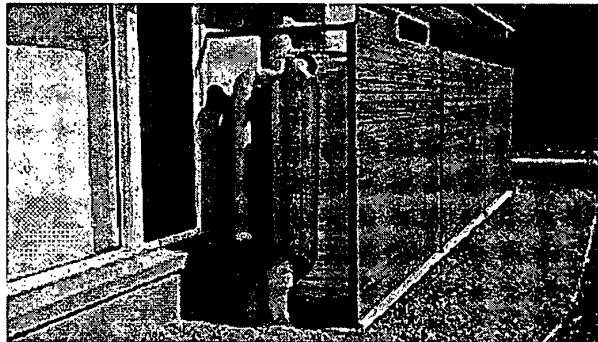


Pier format letterboxes are encouraged and novelty letterboxes are not permitted.

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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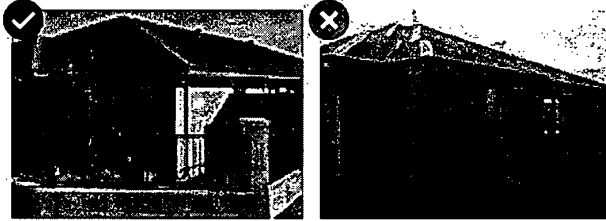
6. Corner lots

The dwelling shall address both street frontages and include at least one major opening from a habitable room with a clear view of the secondary street and not be obscured by fencing.

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

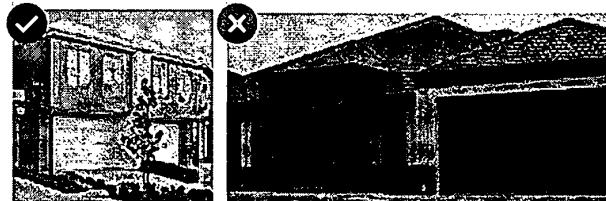
Except on laneway lots, a garage must be incorporated into the main building and include a fitted sectional door in a colour to complement the dwelling.

The garage is to be setback at least 500mm behind the house front or 2nd storey not including porches, verandahs, blade walls or any other features.

The garage must accommodate 2 cars with a minimum area of 30m² except on 7.5m wide lots or narrower, where a single garage under the main roof and with a sectional garage door will comply.

Carports are permitted for laneway lots only and shall include a sectional 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

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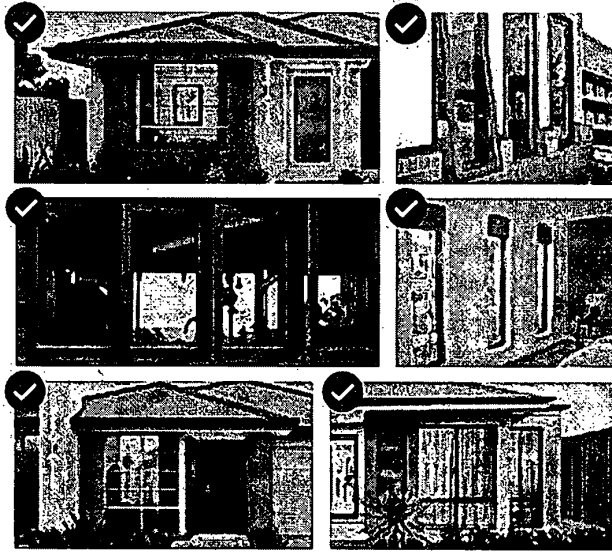
3. Windows

All front windows must be clear glazed and to be of a pleasing proportion, they can be rectangle or square in shape.

1. Awning
2. Casement
3. Sliding

Windows to toilets and bathrooms should not be visible from the street.

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.



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.

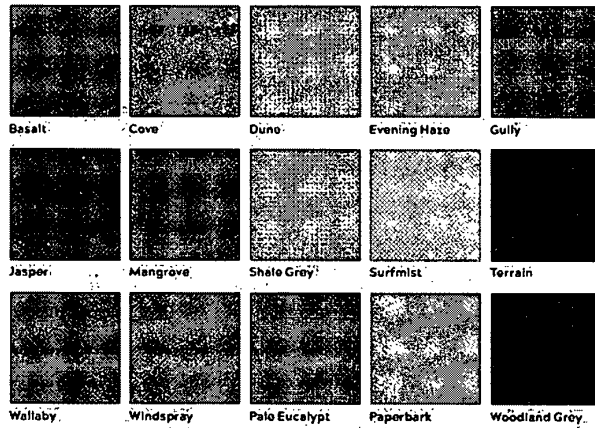
A flat topped parapet wall to a sloped roof behind is permitted where the roof is fully concealed from the street(s).

Roof materials shall be corrugated (i.e Colorbond) in colour tones that match approved colour palette. Black or dark colours are not permitted.

Roof tiles are not permitted in Harrisdale Green estate

Plain zincalume roof cover is not permitted.

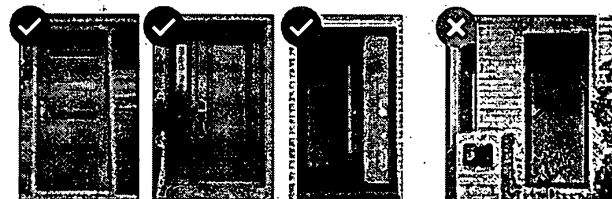
Colours - Colorbond



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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harrisdalegreen.com.au



Design Guidelines

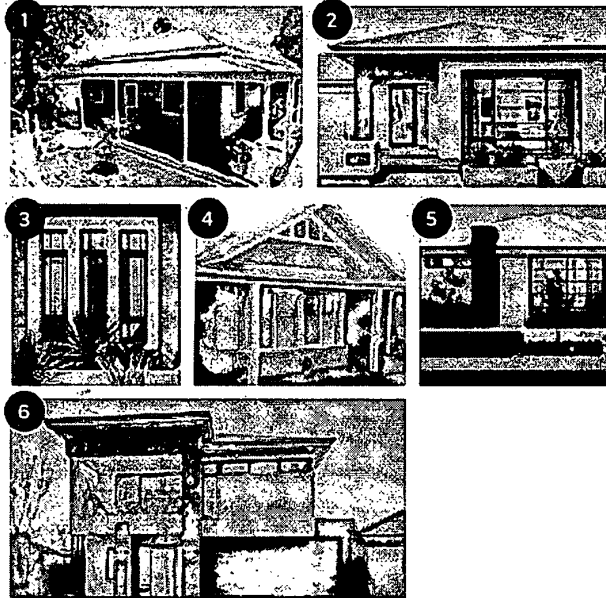
1. Façade Features

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)
Wrap around for corner lots preferred
2. Covered Portico/Porch (minimum 1.2m)
3. Contrasting rendered or face brick sills
4. Gable/s
5. Blade wall
6. Balcony

Balconies are required for a 2 storey dwelling.

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



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:

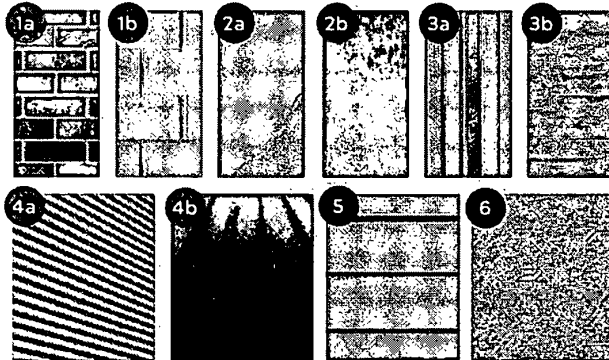
The facade should include a contrast feature to a min of 10% and max of 25% from the materials below:

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

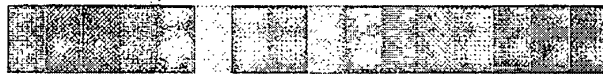
Two render colours only will not comply.

The facade 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 - Highlights



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Harrisdale Green - Design Guidelines

6

HAP-DG-FEB 2020-001

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:

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

- Yes
- No

11. Stormwater Drainage

Have you complied with the stormwater drainage requirements? - refer page 12

- Yes
- No

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 via email: approvalswa@cedarwoods.com.au

1300 315 679
harrisdalegreen.com.au



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 (i.e rendered finish) continue to the secondary street to at least 1.5m?

Yes
 No

Does the secondary street elevation incorporate at least one window from a habitable room, in front of the boundary fence line?

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 laneway, a double carport with a sectional door will comply.

If a narrow front loaded lot of 7.5m wide or narrower, then a single garage with a sectional door built under the main roof will comply.

If a front loaded garage, is it setback a minimum of 500mm from the front of the home or second storey? 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 complement the dwelling?

- 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

Yes
 No
 By owner after handover

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1. Facade Features

Is your facade articulated, (ie not flat) and contain a minimum of one of the following features? - refer page 7

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

Yes
 No

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.

With the facade contrast feature to a min of 10% and max of 25% from the materials below? - refer page 7

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

Note: 2 render colours only do not comply

Yes
 No

3. Windows

Are all windows on the front facade clear glazed and of a pleasing proportion, they can be rectangular or square in shape? - refer page 8

Windows to toilets and bathrooms should not be visible from the street

- Awning
- Casement
- 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

Yes
 No

4. Roof

Is your roof either a standard hipped roof with a minimum pitch of 25 degree?

OR

A skillion design?

Yes
 No

Roofs are to be corrugated metal and to be of a light or medium colour. Black or dark colours are not permitted, see page 8 for colour palette.

Note: Tiled roofs are not permitted in Harrisdale Green estate.

Yes
 No

1300 315 679
harrisdalegreen.com.au



Builder Checklist for Design Approval

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

In accordance with the conditions of the Contract of Sale and Harrisdale Green Design Guidelines entered into with Cedar Woods, I hereby seek approval to 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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harrisdalegreen.com.au



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 Harrisdale Green. 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) Builders 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 Harrisdale Green.

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.

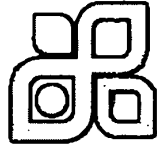
Relationship to Local Government Planning

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 315 679
harrisdalegreen.com.au



ANNEXURE A



**harrisdale
green**

Design Guidelines

February 2020

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.

- (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;
- (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: 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, Lot 8003 and Lot 9006 on Deposited Plan 417834 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.

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

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 417834.
- C. The Proprietor proposes the creation of a number of lots, being Lots 151, 163 to 166 (inclusive), Lots 183 to 186 (inclusive), Lots 204 to 207 (inclusive), Lots 246 to 281 (inclusive), Lot 8003 and Lot 9006 on Deposited Plan 417834.
- D. It is the purpose of this Deed to constitute the instrument referred to in section 136D 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, Lot 8003 and Lot 9006 on Deposited Plan 407834 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 417834.
Property	means each of the lots 151, 163 to 166 (inclusive), Lots 183 to 186 (inclusive), Lots 204 to 207 (inclusive) and Lots 246 to 281 (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;

EXECUTED as a deed poll:

SIGNED _____ by)
as authorised representative for)
HOUSING AUTHORITY in the)
presence of:)

Signature of witness)

.....)
Name of witness (block letters))

.....)
Address of witness)

.....)
Occupation of witness)

AP

By executing this agreement the signatory warrants that the signatory is duly authorised to execute this agreement on behalf of HOUSING AUTHORITY

THE COMMON SEAL OF HOUSING AUTHORITY was hereunto affixed in the presence of

Deborah Enid Upton *AP*
.....
Authorised Officer Authorised Officer
Deborah Enid Upton ALLAN PEREIRA



REFERENCE SCHEDULE

1. DATE OF THIS DOCUMENT

6th March 2020.

2. PROPRIETOR

Housing Authority, a body corporate constituted under the *State Housing Act 1946-1975* and preserved under the *Housing Act 1980* as agent for the Crown in right of the State of Western Australia of 99 Plain Street, East Perth, Western Australia.

3. SITE

Lot 9005 on Deposited Plan 406544 being the whole of the land comprising in Certificate of Title Volume 2911 Folio 404.



Form Approval No. B6316

FORM B2

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

BLANK INSTRUMENT FORM

RESTRICTIVE COVENANT

(Note 1)

**HOUSING AUTHORITY
("PROPRIETOR")**

DEED OF RESTRICTIVE COVENANT
HARRISDALE GREEN ESTATE, STAGE 4

REF: PMW:ALH:20061

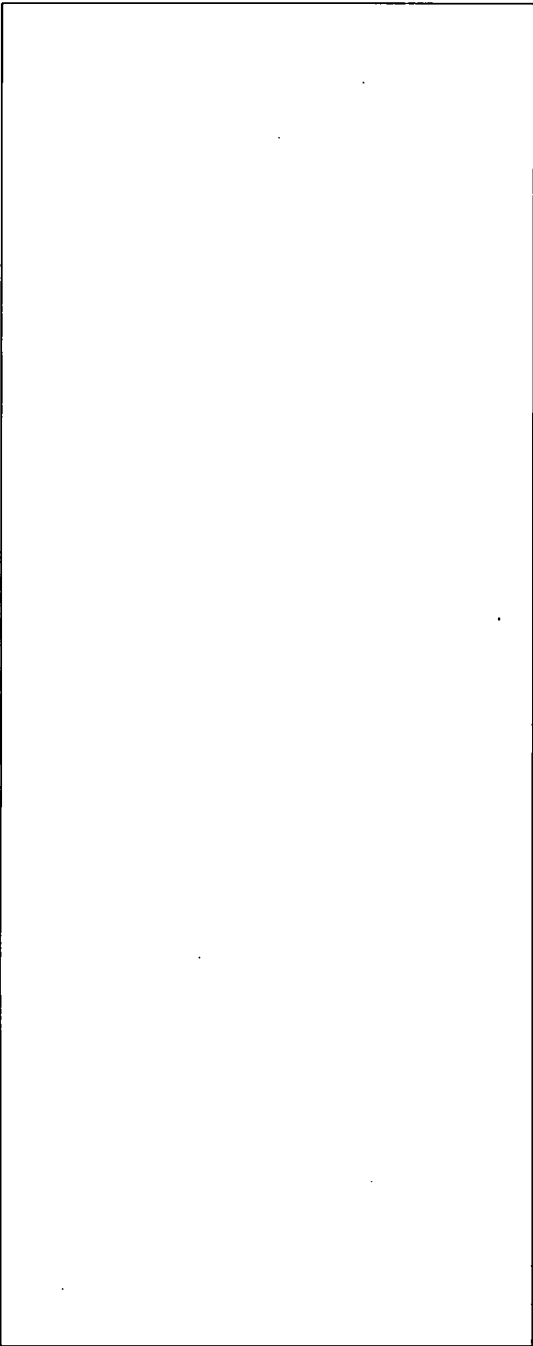
Document Notes:

IMPORTANT: THIS PAGE FORMS PART OF DOCUMENT [O409458] AND MAY CONTAIN REFERENCES TO AMENDMENTS OR CORRECTIONS TO THE DOCUMENT


28/5/2020 09:42:15

RESTRICTIVE COVENANT IS RE-TIMECLOCKED TO 21 MAY 2020.
SEE LETTER DATED 15 MAY 2020 FROM HOUSING AUTHORITY FILED IN O409455.





P622645 CMV ONLY
 12 Jul 2023 16:08:32 Perth



MEMORIAL
FIRST HOME OWNER GRANT ACT 2000

LODGED BY Commissioner of State Revenue
 ADDRESS QBE House, 200 St Georges Terrace,
 Perth WA 6000
 PHONE No. (08) 9262 1299
 EMAIL recovery@finance.wa.gov.au

PREPARED BY Commissioner of State Revenue
 ADDRESS QBE House, 200 St Georges Terrace,
 Perth WA 6000
 PHONE No. (08) 9262 1299

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

TITLES, LEASES, DECLARATIONS ETC LODGED
 HEREWITH

1. _____	Received	
	Items	
2. _____	Nos.	
3. _____		0
4. _____		
5. _____	Receiving	
	Clerk	02
6. _____		

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

EXAMINED

WESTERN AUSTRALIA
Transfer of Land Act 1893 as amended.

OFFICE OF STATE REVENUE
Client ID 3382822

FORM APPROVAL NUMBER B2789

MEMORIAL

FIRST HOME OWNER GRANT ACT 2000
PROHIBITION AGAINST DEALING WITH LAND
SECTION 53

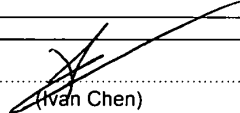
Notice is hereby given that payment of the First Home Owner Grant has been made in accordance with the above Act and the applicant has been found to be ineligible.

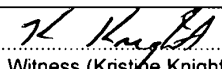
DESCRIPTION OF LAND (Location, Lot)	CERTIFICATE OF TITLE		
	EXTENT	VOLUME	FOLIO
LOT 166 ON DEPOSITED PLAN 417834	WHOLE	2982	910

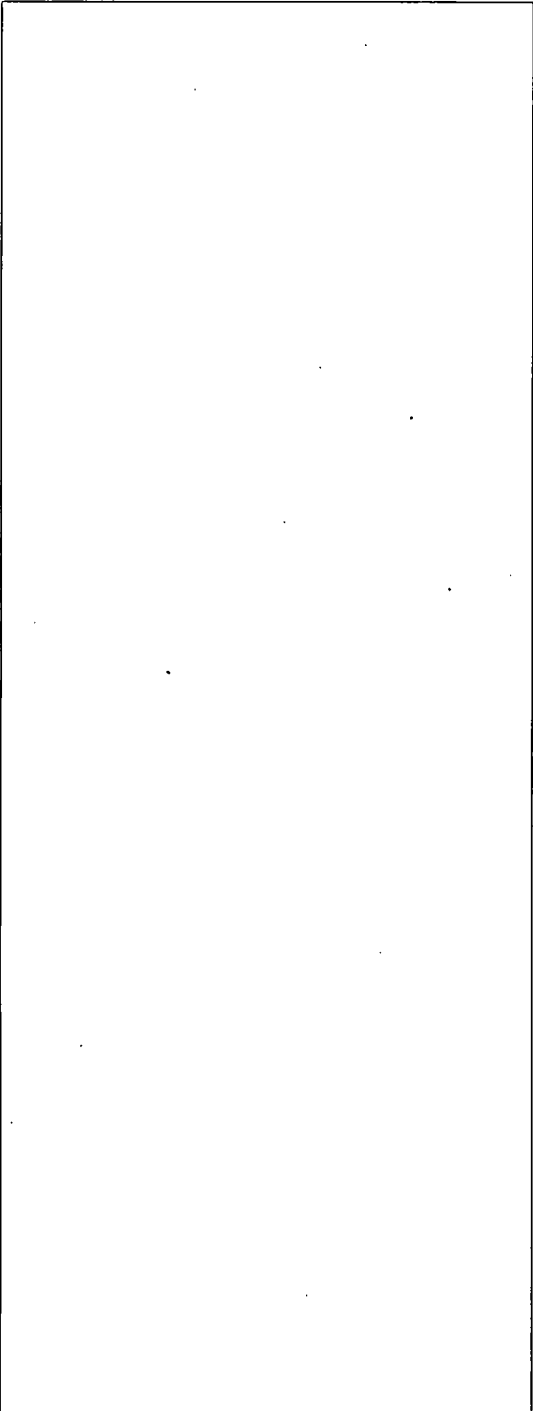
REGISTERED PROPRIETOR OF LAND (Name, Address)


HAYDEN MALCOLM REIHANA
KATIE MARAMA REIHANA
BOTH OF 1 CALLEY WAY CANNING VALE WA 6155

Dated this 12th day of July 2023


Ivan Chen
For Commissioner of State Revenue


Witness (Kristine Knight)
OFFICE OF STATE REVENUE, PERTH. WA
Classified Officer, State Public Service



P622643-MQ
OFFICIAL USE ONLY
 12 Jul 2023 16:05:51 Perth


MEMORIAL
TAXATION ADMINISTRATION ACT 2003

LODGED BY Commissioner of State Revenue
 ADDRESS QBE House, 200 St Georges Terrace,
 Perth WA 6000
 PHONE No. (08) 9262 1299
 EMAIL recovery@finance.wa.gov.au
 ISSUING
 BOX No. 888V

PREPARED BY Commissioner of State Revenue
 ADDRESS QBE House, 200 St Georges Terrace,
 Perth WA 6000
 PHONE No. (08) 9262 1299

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

TITLES, LEASES, DECLARATIONS ETC LODGED
 HEREWITH

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

O

al

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

EXAMINED

WESTERN AUSTRALIA
Transfer of Land Act 1893 as amended.

OFFICE OF STATE REVENUE
Client ID 3382822
Bundle ID 202671987

FORM APPROVAL NUMBER B4062

MEMORIAL (Duty)

TAXATION ADMINISTRATION ACT 2003
PROHIBITION AGAINST DEALING WITH LAND
SECTION 77A

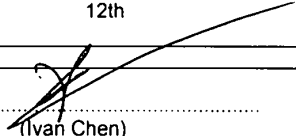
Notice is hereby given that payment of **Duty** in accordance with the above Act and associated taxation Act (Duties Act 2008) is in arrears in relation to the land set out below.

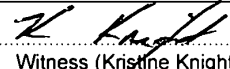
DESCRIPTION OF LAND (Location, Lot)	CERTIFICATE OF TITLE		
	EXTENT	VOLUME	FOLIO
1. LOT 166 ON DEPOSITED PLAN 417834	WHOLE	2982	910

REGISTERED PROPRIETOR OF LAND (Name, Address)

HAYDEN MALCOLM REIHANA
KATIE MARAMA REIHANA
BOTH OF 1 CALLEY WAY CANNING VALE WA 6155

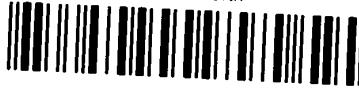
Dated this 12th day of July 2023


.....
(Ivan Chen)
For Commissioner of State Revenue


.....
Witness (Kristine Knight)
OFFICE OF STATE REVENUE, PERTH. WA
Classified Officer, State Public Service

O409457 NO

19 May 2020 08:30:00 Perth



NOTIFICATION

LODGED BY

ADDRESS HOUSING AUTHORITY
99 PLAIN STREET
EAST PERTH WA 6004
PHONE NO: 9222 4654 FAX: ~~9222 4670~~
FAX NO. LANDGATE BOX - 158L *6454*
REFERENCE NO. 93693 - Stage 4 *6468*

ISSUING BOX NO.

PREPARED BY McMullen Nolan Group Pty Ltd

ADDRESS PO Box 3526
SUCCESS WA 6964

PHONE NO. 6436 1599 FAX NO. 6436 1500

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

31/5/20

TITLES, LEASES, DECLARATIONS ETC LODGED
HEREWITH

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

ENDORISING INSTRUCTIONS

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 Book

EXAMINED

Initials of
signing
officer

REGISTRAR OF TITLES



REGISTRAR OF TITLES
REGISTRAR OF DEEDS AND TRANSFERS

NOTIFICATION

14:08:46

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	EXTENT	VOLUME	FOLIO
LOTS 165, 166, 183-186, 204-207, 246-281 ON DEPOSITED PLAN 417834	WHOLE		

REGISTERED PROPRIETOR OF LAND
HOUSING AUTHORITY (ACN 56 167 671 885) OF 99 PLAIN STREET, EAST PERTH

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 23rd day of JANUARY 2020

Western Australian Planning Commission
Rosa Rigall
Planning Administration Manager
Under authority delegated pursuant to s.16
of the Planning & Development Act 2005
Rosa Rigall
For: WESTERN AUSTRALIAN PLANNING COMMISSION

INSTRUCTIONS

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

NOTES

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

Landgate

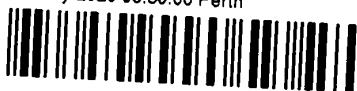


EXAMINED

OFFICE USE ONLY

O409456 NR

19 May 2020 08:30:00 Perth



NOTIFICATION

LODGED BY

**HOUSING AUTHORITY
99 PLAIN STREET**

ADDRESS

**EAST PERTH WA 6004
PH: 9222 4654 FAX: 9222 4678
LANDGATE BOX - 158L**

PHONE No.

6154 6468

FAX No.

REFERENCE No. 93693 - Stage 4

ISSUING BOX No.

PREPARED BY MNG

PO Box 3526 SUCCESS WA 6964

ADDRESS

PHONE No. 6436 1599

FAX No. 6436 1500

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

317

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

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

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



Landgate

NOTIFICATION UNDER SECTION 70A

DESCRIPTION OF LAND (Note 1)

LOTS 151,163-166, 183, 246-254, 274-281 ON DEPOSITED PLAN
417834

EXTENT

WHOLE

VOLUME

FOLIO

REGISTERED PROPRIETOR (Note 2)

HOUSING AUTHORITY (ACN 56 167 671 885) OF 99 PLAIN STREET, EAST PERTH

LOCAL GOVERNMENT / PUBLIC AUTHORITY (Note 3)

CITY OF ARMADALE

FACTOR AFFECTING USE OR ENJOYMENT OF LAND (Note 4)

THE LOT IS SITUATED IN THE VICINITY OF A TRANSPORT CORRIDOR AND IS CURRENTLY AFFECTED, OR MAY IN THE FUTURE BE AFFECTED BY TRANSPORT NOISE.

Dated this

27th

day of

February

Year

2020

LOCAL GOVERNMENT/PUBLIC AUTHORITY ATTESTATION (Note 5)

Executed by the City of Armadale

By Elen Windass



[Signature]
Manager Statutory Planning

COA Ref SUB/157728

REGISTERED PROPRIETOR/S SIGN HERE (Note 6)

The Common Seal of Housing Authority was hereunto affixed in the presence of:

Signature of Authorised Officer

SHIRLEY XUE YI ZHANG

Signature of Authorised Officer

ALLAN PEREIRA



Document Notes:

IMPORTANT: THIS PAGE FORMS PART OF DOCUMENT [O409456] AND MAY CONTAIN REFERENCES TO AMENDMENTS OR CORRECTIONS TO THE DOCUMENT

28/5/2020 10:30:55

NOTIFICATION IS RE-TIMECLOCKED TO 21 MAY 2020.

SEE LETTER DATED 15 MAY 2020 FROM HOUSING AUTHORITY FILED IN O409455.



P446703 PO

10 Feb 2023 08:30:00 Midland



Property (seizure and sale) order

Approved form 2017-82732 Reg 3 of the Transfer of Land Regulations 2004

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Jurisdiction

State of Western Australia

Legislation

Transfer of Land Act 1893

Lodging party details

Name Sphere Legal
 Address Level 6 108 St Georges Terrace, Perth
 WA 6000
 Issuing box 999L
 Phone 08 9323 5060
 Fax
 Email service@spherelegal.com.au
 Reference 19020709

Preparer details

Name Rebekah Bain
 Phone +61 8 6214 4586
 Reference 19020709

Land / Interest

Title(volume-folio)	Extent	Land description	Interest
2982-910	Whole	LOT 166 ON DEPOSITED PLAN 417834	FEE SIMPLE

Registered proprietor(s) (Land / Interest)

HAYDEN MALCOLM REIHANA OF 1 CALLEY WAY CANNING VALE WA 6155

Judgement Creditors(s)

PIONEER CREDIT SOLUTIONS PTY LTD (ACN 136062970) OF LEVEL 6 108 ST GEORGES TERRACE PERTH WA 6000

Court order reference

Order number PER/GCLM/9402/2022
 Order date 29/11/2022

Operative words

In accordance with section 133(2) of the Transfer of Land Act 1893 the judgement creditor(s) hereby apply to register the order in the terms described herein.

Has suspension order been made

No

Execution date

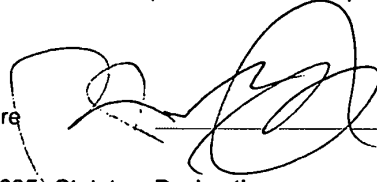
08/02/2023

Judgement creditor(s) execution

Signed by the LEGAL DIRECTOR for PIONEER CREDIT SOLUTIONS PTY LTD (ACN 136062970)

Signer name JAMES ARTHUR SINGH

Signature



Western Australia - Oaths, Affidavits and Statutory Declarations Act 2005 - Statutory Declaration

I JAMES ARTHUR SINGH of LEVEL 6 108 ST GEORGES TERRACE PERTH WA 6000, occupation LEGAL DIRECTOR

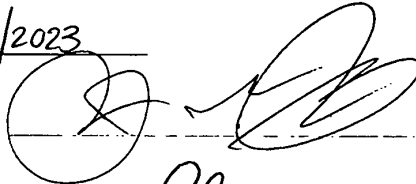
Sincerely declares as follows:

1. I am duly authorised to make this declaration.
2. I am a representative of the judgment creditor referred to in the property (seizure and sale) order produced herewith.
3. The judgment debtor(s) as shown in the property (seizure and sale) order are one and the same as the proprietor(s) of the (saleable) land and/or interest referred to herein.
4. The judgment to which this property (seizure and sale) order relates has not been satisfied.

This declaration is true and I know that it is an offence to make a declaration knowing that it is false in a material particular. This declaration is made under the *Oaths, Affidavits and Statutory Declarations Act 2005*

at (place) PERTH on (date) 08/02/2023

by (Signature)



In the presence of

Authorised witness signature



Authorised witness name

MALINI TANABALAN

Authorised witness qualification

Sphere Legal Pty Ltd

Authorised witness address

Level 6, 108 St Georges Terrace, Perth WA 6000

A legal practitioner who holds a current practising certificate and who has held a practising certificate for at least 2 years

Full descriptions of these witness qualifying professions are detailed within the *Oaths, Affidavits and Statutory Declarations Act 2005* available online at www.legislation.wa.gov.au



EV002357712 PSSO


WESTERN AUSTRALIA
**Civil Judgments Enforcement Act 2004,
Part 4 Division 6**
**FORM 25 - PROPERTY (SEIZURE and
SALE) ORDER**
Magistrates Court
Location: Perth
Court Ref No: PER/GCLM/9402/2022

Judgment Creditor	Name: PIONEER CREDIT SOLUTIONS PTY LTD
Lawyer	Name: Sphere Legal
File Ref No	19020709 Tel: 08 9323 5060; Fax: 08 9323 5070; Email: service@spherelegal.com.au
Contact/Address Details	c/- Sphere Legal Level 6 108 St Georges Terrace, PERTH, WA 6000

Judgment Debtor	Name: Hayden Malcolm REIHANA
Judgment Debtor's Address	Name: Hayden Malcolm REIHANA Address: 28 Amanita Avenue, HARRISDALE, WA 6112

Seizable Property Address	28 Amanita Avenue, HARRISDALE, WA 6112
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Date of Judgment: 07 Nov 2022

AMOUNT OWED	Judgment Sum	\$26,470.92
	Less Paid / Credit Amount	
	Balance of Judgment Sum	\$26,470.92
	Interest to last payment	
	Previous Enforcement Costs	
ENFORCEMENT COSTS	Court Application Fee	\$334.00
	Sheriff's Fee	\$224.00
	Sheriff's Kilometreage	\$35.00
	Lawyers Costs	\$209.00
	SUB TOTAL Judgment Debt	\$27,272.92
	Sheriff's Enforcement costs	*\$
	Sheriff's Commission	*\$
	Total Judgment Debt	*\$
	* To be assessed by Sheriff/Bailiff	

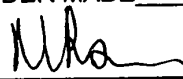
To the Sheriff of Western Australia and the Bailiff delegate at Armadale.

You are authorised and commanded by this property (seizure and sale) order to seize and sell the saleable interest in property of Hayden Malcolm Reihana to wholly or partially satisfy the judgment debt.

Interest payable at 6% pa, on \$26,470.92 , being a daily rate of \$4.351 from 7 November 2022 until final payment.

Date: 29 Nov 2022

 Received by Sheriff/Bailiff
 Date:/.../20....

I CERTIFY THIS TO BE A TRUE COPY OF THE ORIGINAL ORDER MADE <u>29/11/22</u>  DEPUTY SHERIFF DATED: <u>11/01/23</u>	Seal
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Atam/pm
PTO



FIELD REPORT SHEET

Date received by officer

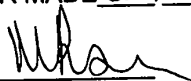
Date	Time	Report	Costs incurred
Incident reports			

Notice to Sheriff of the judgment creditor's intention to execute against land.

The land believed by the judgment creditor to be affected by this property (seizure and sale) order is all that land described *as:

DESCRIPTION OF LAND (Lot and Diagram Plan/Strata/ Strata-Survey Plan number or Location name and number)	VOLUME number	FOLIO or CROWN LEASE number
LOT 166 ON DEPOSITED PLAN 417834	2982	910
Standing in the name of:	HAYDEN MALCOLM REIHANA and KATIE MARAMA REIHANA	
As to the interest of:	HAYDEN MALCOLM REIHANA	
The land is situated at:	28 AMANITA AVENUE, HARRISDALE, WA 6112	

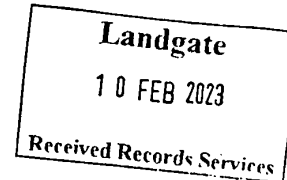
* Repeat for each piece of land

I CERTIFY THIS TO BE A TRUE COPY OF THE ORIGINAL ORDER MADE 29/11/22

DEPUTY SHERIFF
 DATED: 11/01/23

8 February 2023

DLI, Sales Operations
PO Box 2222
Midland WA 6936

Head Office
Level 6
108 St Georges Tce
PERTH WA 6000
Postal Address
PO Box 5673
PERTH WA 6831
T: 08 9323 5060
F: 1300 924 647



Dear Sir/Madam,

APPLICATION TO REGISTER PROPERTY (SEIZURE AND SALE) ORDER

Please find enclosed ^{of} the following documents for lodgement:

1. Application to Register a Property (Seizure and Sale) Order; and
2. Sealed copy of the Property (Seizure and Sale) Order certified by the Deputy Sheriff.

Please contact our office on 08 9323 5060 to process the payment via credit card.

We kindly request the receipt of payment be posted to our office at the below address:

Sphere Legal Pty Ltd
PO BOX 5673
Perth WA 6831

EV002357713 LTR



Yours Faithfully,



Rebekah Bain
Sphere Legal

Our other offices:

Levels 4, 5 & 12, 97 Pitt Street, Sydney NSW 2000 | Level 27, 525 Collins Street, Melbourne VIC 3000
Level 23, 127 Creek Street, Brisbane QLD 4000

spherelegal.com.au

