

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 and additional Duty will be payable. Any non Australian resident will need to give the ATO notice of their purchase within 30 days after settlement.
WARNING - A Withholding Amount **may** apply to this Contract (see 2022 General Condition 3.7).
WARNING - If GST is relevant to this transaction then the relevant GST provision should be outlined in the Special Conditions or in an attached GST Annexure, which forms part of this Contract.

TO:	BJK Genesis Property Pty Ltd		
Address	6/160 Scarborough Beach Road		
Suburb	Mount Hawthorn	State	WA
		Postcode	6016

As Agent for the Seller / ~~Buyer~~

THE BUYER

Name			
Address			
Suburb		State	
		Postcode	
Name			
Address			
Suburb		State	
		Postcode	

EMAIL: The Buyer consents to Notices being served at:

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

<input type="checkbox"/> Sole owner	<input type="checkbox"/> Joint Tenants	<input type="checkbox"/> Tenants in Common specify the undivided shares	

SCHEDULE

The Property at:			
Address	12 Laperla Street		
Suburb	Piara Waters	State	WA
		Postcode	6112
Lot	1074	Deposited/ Survey/Strata/Diagram /Plan	418376
Whole / Part Vol	2983	Folio	610

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

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

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

GST WITHHOLDING

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

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

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

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CONDITIONS

1. SUBJECT TO FINANCE

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

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

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

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

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

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

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

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

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

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

1.4 Finance Approval: Approval Notice Given

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

- (a) Finance Approval has been obtained; or
(b) an Approval Notice has been given to the Seller or Seller Agent;
- then this Clause 1 is satisfied and this Contract is in full force and effect.

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

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

1.6 Buyer Must Keep Seller Informed: Evidence

(a) If requested in writing by the Seller or Seller Agent the Buyer must:

- (1) advise the Seller or Seller Agent of the progress of the Finance Application; and
- (2) provide evidence in writing of:
 - (i) the making of a Finance Application in accordance with Clause 1.1 (a) and of any loan offer made, or any rejection; and/or
 - (ii) in the case of any Finance Application made to a Mortgage Broker, any "preliminary assessment" of the suitability of the proposed credit contract provided to the Buyer by the Mortgage Broker pursuant to section 116 of the Credit Protection Act; and
- (3) if applicable, advise the Seller or Seller Agent of the reasons for the Buyer not accepting any loan offer.

(b) If the Buyer does not comply with the request within 2 Business Days then the Buyer authorises the Seller or Seller Agent to obtain from the Lender and/or Mortgage Broker the information referred to in Clause 1.6(a).

1.7 Right To Terminate

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

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

1.8 Waiver

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

1.9 Definitions

In this Clause:

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

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

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

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

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

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

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

Latest Time means:

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

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

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

Non Approval Notice means:

- (a) advice in writing given by the Buyer or a Lender to the Seller, or Seller Agent to the effect that the Finance Application has been rejected or Finance Approval has not been obtained; or
 - (b) advice in writing from a Mortgage Broker to the Seller or Seller Agent to the effect that:
 - (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 together with the Annexure of Changes to the 2022 General Conditions Caused by changes to the transfer of Land Act 1893 are incorporated into this Contract so far as they are not varied by or inconsistent with the Conditions or Special Conditions of this Contract.
4. The parties consent to the information in this Contract being used/disclosed by REIWA and the Seller Agent in accordance with the privacy collection notices pursuant to the Australian Privacy Principles that appear on the REIWA and Seller Agent's websites.

SPECIAL CONDITIONS

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

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SPECIAL CONDITIONS - Continued

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

Signature	Date	Signature	Date
Signature	Date	Signature	Date

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

Name	Hilary Margaret Van Tonder		
Address	12 Laperla Street		
Suburb	Piara Waters	State	WA
		Postcode	6112
Name	Morne Van Tonder		
Address	12 Laperla Street		
Suburb	Piara Waters	State	WA
		Postcode	6112

EMAIL: The Seller consents to Notices being served at:

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

Signature	Date	Signature	Date
Signature	Date	Signature	Date

RECEIPT OF DOCUMENTS

The Buyer acknowledges receipt of the following documents:

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

Signature	Signature

RECEIPT OF DOCUMENTS

The Seller acknowledges receipt of the following documents:

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

Signature	Signature

CONVEYANCER (Legal Practitioner/Settlement Agent)

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

BUYER'S REPRESENTATIVE		SELLER'S REPRESENTATIVE	
Name			
Signature			

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 "Duplicate Certificate of Title"	Delete the definition of "Duplicate Certificate of Title".

Buyer

Signature 

Name _____

Date _____

Signature 

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Seller

Signature _____

Name Hilary Margaret Van Tonder

Date _____

Signature _____

Name Morne Van Tonder

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

12 Laperla Street, Piara Waters WA 6112

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

- 1. The Buyer may at their expense obtain a written Report on any Major Structural Defects of the residential building and of the following described areas Located upon the Property ("Building"). If nothing is completed in the blank space then the Building will be the residential Building only.
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*) 14 days after acceptance ("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 2011WA) 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

ANNEXURE B

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

12 Laperla Street, Piara Waters WA 6112

- 1. The Buyer may at their expense obtain a non-invasive written Report on any Timber Pest Activity or Damage of the residential building and of the following described areas Located upon the Property ("Building").
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)
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.
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:
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
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 2011WA) 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:
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

2983

610

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 1074 ON DEPOSITED PLAN 418376

REGISTERED PROPRIETOR: (FIRST SCHEDULE)

MORNE VAN TONDER
HILARY MARGARET VAN TONDER
BOTH OF 4 SILVERSHOT AVENUE HARRISDALE WA 6112
AS JOINT TENANTS

(T O532818) REGISTERED 23/10/2020

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

1. O532818 RESTRICTIVE COVENANT BURDEN REGISTERED 23/10/2020.
2. O532819 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA REGISTERED 23/10/2020.

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

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


STATEMENTS:

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

SKETCH OF LAND: DP418376
PREVIOUS TITLE: 2960-75
PROPERTY STREET ADDRESS: 12 LAPERLA ST, PIARA WATERS.
LOCAL GOVERNMENT AUTHORITY: CITY OF ARMADALE



LANDGATE COPY OF ORIGINAL NOT TO SCALE 12/05/2025 12:12 PM Request number: 68177879

 **Landgate**
www.landgate.wa.gov.au



The site plan for 9036 90th St shows a large triangular lot with a green boundary. The lot is divided into several smaller lots, each with a number and a DP (Deed Plan) reference. The lots are:

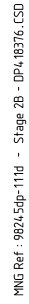
- 760 DP 414079
- 785 DP 414079
- 783 DP 414079
- 782 DP 414079
- 781 DP 414079
- 780 DP 414079

The surrounding streets and boundaries are labeled with bearings and distances:

- Fainshaw**: 90° 41.39'
- Summer Road**: 225° 15'
- Boulevard**: 135° 8.15'
- Camberwell**: 134° 26' 58"
- Vista**: 64.692'
- Hurlingham Way**: 270° 30'
- Wright Road**: 15° 20' 58"

The plan also includes a north arrow and a scale bar. The lot numbers and DP references are shown in a small box on the right side of the plan.

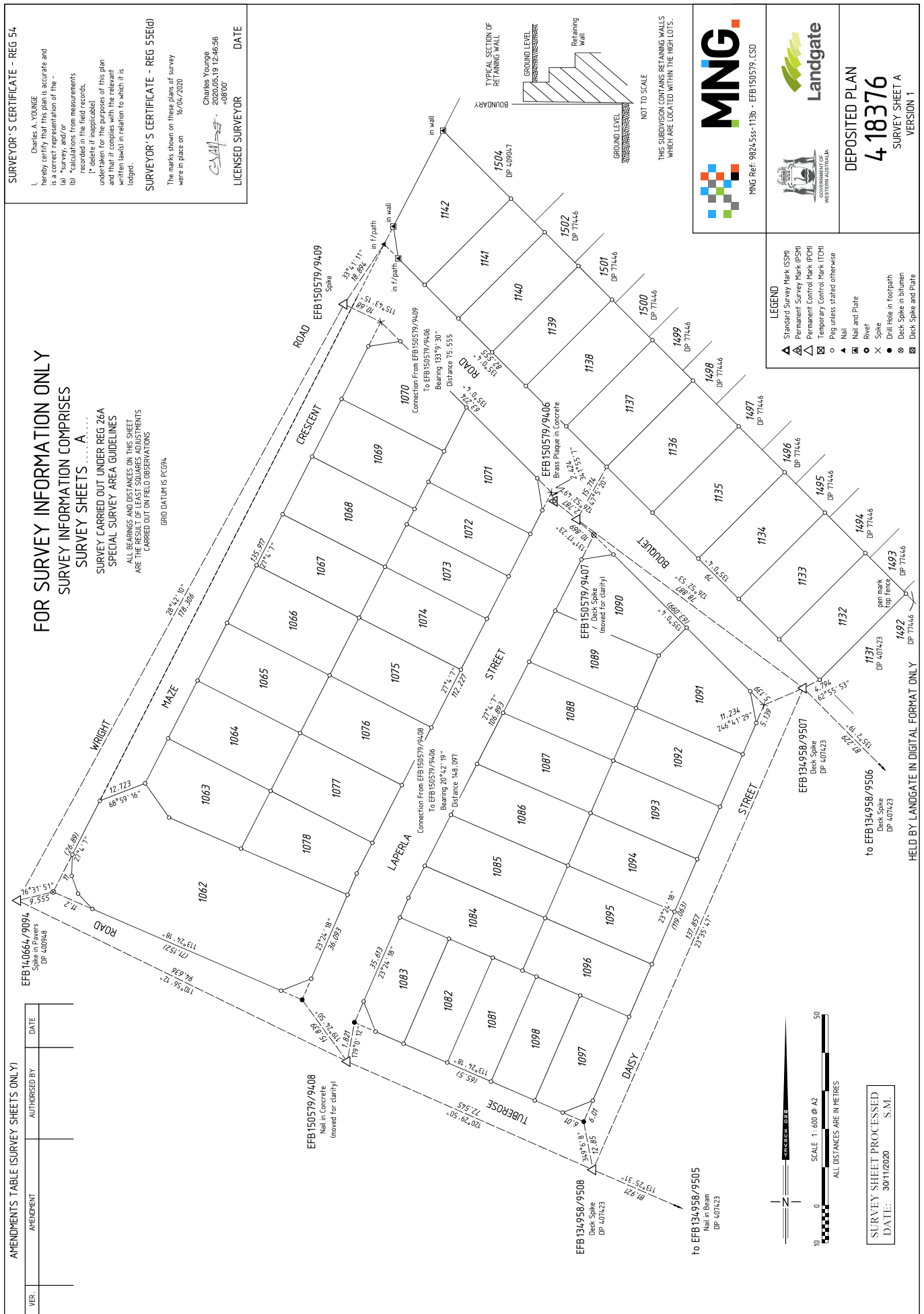
10 0 30
SCALE 1:400 @ A2
ALL DISTANCES ARE IN METRES



Landgate

GOVERNMENT OF
WESTERN AUSTRALIA

DEPOSITED PLAN
418376
SHEET 03 OF 03 SHEETS
VERSION 1



Deposited Plan 418376

Lot	Certificate of Title	Lot Status	Part Lot
1062	2983/598	Registered	
1063	2983/599	Registered	
1064	2983/600	Registered	
1065	2983/601	Registered	
1066	2983/602	Registered	
1067	2983/603	Registered	
1068	2983/604	Registered	
1069	2983/605	Registered	
1070	2983/606	Registered	
1071	2983/607	Registered	
1072	2983/608	Registered	
1073	2983/609	Registered	
1074	2983/610	Registered	
1075	2983/611	Registered	
1076	2983/612	Registered	
1077	2983/613	Registered	
1078	2983/614	Registered	
1081	2983/615	Registered	
1082	2983/616	Registered	
1083	2983/617	Registered	
1084	2983/618	Registered	
1085	2983/619	Registered	
1086	2983/620	Registered	
1087	2983/621	Registered	
1088	2983/622	Registered	
1089	2983/623	Registered	
1090	2983/624	Registered	
1091	2983/625	Registered	
1092	2983/626	Registered	
1093	2983/627	Registered	
1094	2983/628	Registered	
1095	2983/629	Registered	
1096	2983/630	Registered	
1097	2983/631	Registered	
1098	2983/632	Registered	
1132	2983/633	Registered	
1133	2983/634	Registered	
1134	2983/635	Registered	
1135	2983/636	Registered	
1136	2983/637	Registered	
1137	2983/638	Registered	
1138	2983/639	Registered	
1139	2983/640	Registered	
1140	2983/641	Registered	
1141	2983/642	Registered	

Deposited Plan 418376

Lot	Certificate of Title	Lot Status	Part Lot
1142	2983/643	Registered	
9036	2983/644 (Cancelled)	Retired	
0	N/A	Registered	
0	N/A	Retired	
0	N/A	Registered	
0	N/A	Retired	
0	N/A	Registered	
0	N/A	Retired	





Document number O532818
Lodgement date 23/10/2020 10:46:07

Transfer

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

Jurisdiction

Western Australia

Legislation

Transfer of Land Act 1893

Document details

Document type	Transfer	ELN lodgement case id	205290019
ELN id	PEXA	ELN document id	552786875
ELN workspace id	5071714	ELN counterpart id/s	552786875-260587541 552786875-260528407

Responsible subscriber and contact details

Name	COMMONWEALTH BANK OF AUSTRALIA	Contact fax	08 9369 8821
Customer code	EFA141	Contact phone	0436 651 593
Contact name	Carmen Avram	Contact email	
Contact address	BANKWEST PLACE LEVEL 7A 300 MURRAY STREET PERTH WA 6000	Client reference	12243462 EW

Lodgement fees

Fee description	Net	Gst	Fees
ELNO - Transfer	\$248.20	\$0.00	\$248.20
		Total	\$248.20

Land

Title(volume-folio)	Extent	Land description	Estate and/or interest
2983-610	Whole	1074/DP418376	FEE SIMPLE

Consideration

Consideration type	Monetary
Consideration amount	\$333,500.00

Transaction id 1033633696
Assessment number 1033634723
SRO Client number 3146773
Duty assessment date 22/10/2020
Dutiable amount \$333,500.00
Duty amount \$4,358.35
Penalty tax 0.00
Foreign ownership surcharge 0.00

VGO valued indicator No
Share indicator No
Exempt flag No
Exempt reason
Contract date 14/06/2020
Manual verification No
First transfer No

Transferor

PERRON DEVELOPMENTS PTY LTD (ACN 000230446)

Transferee

MORNE VAN TONDER
HILARY MARGARET VAN TONDER
BOTH OF 4 SILVERSHOT AVENUE HARRISDALE WA 6112
AS JOINT TENANTS

FORM B1
FORM APPROVAL NO. B1212

Page No. 1 of 2 Pages.

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

ADDITIONAL PAGE TO TRANSFER OF LAND

Dated

Until the expiry of these restrictive covenants on 31 December 2025, the Transferee covenants and agrees on behalf of itself, its successors in title, transferees and assigns, with the Transferor, its successors in title, transferees and assigns as follows:

1 Zoning

Not to erect, permit or cause to be erected upon the Land any dwelling except:

- (a) a single residential dwelling that is either single or double-storey (not including a basement garage or loft); and
- (b) an ancillary dwelling (as that term is defined in the Residential Design Codes, being the 'R-Codes' created pursuant to State Planning Policy 3.1 prepared under section 26 of the Planning and Development Act by the Planning Commission) that complies with the requirements under the Residential Design Codes.

2 Primary Street Elevation/Façade

Not to erect, permit or cause to be erected upon the Land:

- (a) any dwelling unless it has a street front elevation width of at least 80% of the street frontage width of the Land, on any lot with a street frontage width greater than 13 metres, but this restriction does not apply if the dwelling comprises two storeys (not including any basement, garage or loft). For corner lots, the street frontage is calculated on the basis of the primary street frontage only and measured along the side of the lot parallel to the primary street, ignoring any truncation;
- (b) any dwelling which does not incorporate a portico, gable or feature wall facing the street front, and where the Land is a corner lot, on both street fronts; and
- (c) any dwelling which does not incorporate at least two different colours or textures in the street front façade, with each colour or texture making up at least 10% of the total surface area of the façade, where for the purpose of this clause 2, the façade does not include the roof, gutters, downpipes, windows or doors.

Not to alter the finished earthworks level of the Land by more than 100mm at the street boundary or construct a dwelling with a finished floor level more than 500mm above or below the mean site level of the Land.

3 Construction Material

Not to erect, permit or cause to be erected on the Land:

- (a) any dwelling or other structure that is not constructed out of new materials; and
- (b) any dwelling that is not constructed from non reflective materials being primarily rendered masonry in natural light colours, stone, bricks or brick veneer.

4 Garage

Not to erect, permit or cause to be erected on the Land any dwelling that does not incorporate a garage which:

- (a) is constructed of the same materials as the main residence;
- (b) is fully enclosed;
- (c) can house at least two cars parked side-by-side; and
- (d) has a sectional door which when closed completely screens the interior of the garage from the adjacent street or laneway.

5 Driveway

Not to erect, permit or cause to be erected on the Land any dwelling unless a driveway and crossover from the garage to the street kerb which is at least 5 metres wide and no more than 6 metres wide at the street front boundary, and which are both constructed of the same material being brick pavers or coloured concrete and constructed before occupation of the dwelling.

Transferor X

AI

Transferor X

Transferee X

[Signature]

Transferee X

[Signature]

(Piara Waters - Cambridge Release)
Doc ID 744462303/v1

6 Landscaping

Not to erect, permit or cause to be erected on the Land:

- (a) landscaping on the street frontage of the Land between the dwelling and the street kerb of the Land, which includes a small tree and shrub planting; and
- (b) landscaping on the road verge adjacent to the Land, which includes a tree where possible.

Not to allow any front landscaping to fall into a state of disrepair or disorder.

7 Fencing

Not to erect, permit or cause to be erected on the Land any fence other than those already erected by the Transferor:

- (a) that extends forward of the front building line of the dwelling;
- (b) that is constructed from any materials other than Colorbond in "Grey Ridge" colour or equivalent Colorbond colour; and
- (c) which is not at least 1.8 metres high with "Grey Ridge" or equivalent Colorbond coloured capping, posts and rails.

8 Plant and Equipment

Not to permit or allow:

- (a) any water tank, water heater, clothes line, incinerator, compost bin, garden shed, rubbish disposal container, antenna, aerial, satellite or cable dish unless it is hidden from public view from adjacent streets and parks;
- (b) any air conditioner or evaporative cooler unless it is of a similar colour to the roof and is hidden from public view from adjacent streets and parks, and not mounted on the front elevation of the house or roof; and
- (c) any solar hot water system or solar panels unless these are visually unobtrusive from adjacent streets and parks.

9 Stormwater Drainage

Not to erect, permit or cause to be erected on the Land any dwelling that does not comply with the stormwater drainage requirements specified in the local development plan applicable to the Land from time to time.

10 For Sale Signs

Not to permit or allow any For Sale sign on a vacant block of land until at least 3 years after the issue of a separate certificate of title for the Land (and the Transferee acknowledges and agrees that any such sign may be removed by the Transferor or the Transferor's Agent).

11 Parking

Not to park or permit to be parked on the Land or adjacent street or laneway any commercial vehicles including trucks, buses, trailers, caravans, boats or other mobile machinery ("Commercial Vehicles") unless such Commercial Vehicles are contained wholly within the Land and are hidden from public view.

12 Repair

Not to carry out or permit to be carried out any repair of any motor vehicle or Commercial Vehicles on any part of the Land that is visible from the street or adjacent parks.

13 No modifications

Not to modify or allow any modification of any boundary fencing, entry statements or signage constructed by the Transferor on the Land.

14 Rubbish

Not to allow any rubbish or debris to accumulate on the Land.

15 Laneway

Where the Land is adjacent to a laneway, not to allow vehicular access to the Land other than from the laneway.

The covenants and restrictions herein contained or implied shall run with and bind the Land and shall enure for the benefit of each and every registered proprietor for the time being of any lot on the plan of subdivision of which the Land hereby transferred forms part.

The land having the benefit of these covenants are all the lots on the plan of subdivision of which the Land hereby transferred forms part.

The Land subject to the burden of these covenants is Lot 1074 on Deposited Plan 418376 being the whole of the land comprised in Certificate of Title Volume 2983 Folio 610 being the Land being transferred, the Transferor being Perron Developments Pty Ltd ACN 000 230 446 and the Transferee being Morne Van Tonder and Hilary Margaret Van Tonder.

Transferor X

Transferor X

Transferee X

Transferee X

Our Ref: 992285

23 October 2020

Registrar of Titles
Landgate
PO Box 2222
MIDLAND WA 6936

Dear Registrar

Transfer of Land: Lot 1074 on Deposited Plan 418376, being the whole of the land comprised in Certificate of Title Volume 2983 Folio 610
Seller: Perron Developments Pty Ltd
Buyer: Morne Van Tonder and Hilary Margaret Van Tonder

I, Lynnette May Lin Goh of Level 20, 240 St Georges Terrace, Perth, Western Australia, solicitor, act for Perron Developments Pty Ltd (ACN 000 230 446).

In respect of the transfer of land document for the above property, and the covenants noted on pages 1 and 2 of the said document, it is my opinion that each covenant in the transfer of land is a restrictive covenant.

Please contact me on 6559 6569 if you have any queries in relation to this matter.

Yours sincerely



Lynnette Goh
Partner
HWL Ebsworth Lawyers

+61 8 6559 6569
lgoh@hwle.com.au

Adelaide
Brisbane
Canberra
Darwin
Hobart
Melbourne
Norwest
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PO Box 7222, Cloisters Square WA 6850 Australia

Telephone +61 8 6559 6500
Facsimile 1300 704 211 (Australia) +61 3 9981 3404 (International)
hwlebsworth.com.au

ABN 37 246 549 189

Duplicate title holding and issuing details

Duplicate holding/s

NIL

Duplicate issuing

NIL

Operative clause

The transferor for the consideration herein expressed transfers to the transferee the estate and interest herein specified in the land herein described, subject to the Limitations, Interests, Encumbrances and Notifications as shown on the Certificate of Title and/or otherwise affect the land under the Transfer of Land Act 1893.

Subscriber Certification and Execution on behalf of Transferor/s

PARTNERS OF HWL EBSWORTH LAWYERS (ABN 37246549189) makes the following certifications:

1. The Certifier has retained the evidence supporting this Registry Instrument or Document.
2. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.
3. The Certifier has taken reasonable steps to verify the identity of the transferor or his, her or its administrator or attorney.
4. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

Digitally signed by LYNNETTE GOH for PARTNERS OF HWL EBSWORTH LAWYERS (ABN 37246549189) on behalf of PERRON DEVELOPMENTS PTY LTD (ACN 000230446) on 23 October 2020

Subscriber Certification and Execution on behalf of Transferee/s

DIVERSE CONVEYANCING PTY. LTD. (ACN 609081423 ABN 59661085840) makes the following certifications:

1. The Certifier has retained the evidence supporting this Registry Instrument or Document.
2. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.
3. The Certifier has taken reasonable steps to verify the identity of the transferee or his, her or its administrator or attorney.
4. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

Digitally signed by CASSANDRA ANNE BISGROVE for DIVERSE CONVEYANCING PTY. LTD. (ACN 609081423 ABN 59661085840) on behalf of HILARY MARGARET VAN TONDER and MORNE VAN TONDER on 23 October 2020
