

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



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

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

As Agent for the Seller / ~~Buyer~~

## THE BUYER

**Name** \_\_\_\_\_  
**Address** \_\_\_\_\_  
Suburb \_\_\_\_\_ State \_\_\_\_\_ Postcode \_\_\_\_\_  
**Name** \_\_\_\_\_  
**Address** \_\_\_\_\_  
Suburb \_\_\_\_\_ State \_\_\_\_\_ Postcode \_\_\_\_\_

EMAIL: The Buyer consents to Notices being served at: \_\_\_\_\_

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

Sole owner  Joint Tenants  Tenants in Common specify the undivided shares \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## SCHEDULE

The **Property** at:

**Address** **15 Laperla Street**  
Suburb **Piara Waters** State **WA** Postcode **6112**  
Lot **1090** Deposited/~~Survey/Strata/Diagram/Plan~~ **418376** Whole / ~~Part~~ Vol **2983** Folio **624**

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

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

**Purchase Price** \_\_\_\_\_

**Settlement Date** \_\_\_\_\_

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

## GST WITHHOLDING

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

### FINANCE CLAUSE IS APPLICABLE

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

### FINANCE CLAUSE IS NOT APPLICABLE

Signature of the Buyer if Finance Clause IS NOT applicable

\_\_\_\_\_  
\_\_\_\_\_

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

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## CONDITIONS

### 1. SUBJECT TO FINANCE

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

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

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

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

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

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

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

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

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

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

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

#### 1.4 Finance Approval: Approval Notice Given

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

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

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

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

#### 1.6 Buyer Must Keep Seller Informed: Evidence

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

#### 1.7 Right To Terminate

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

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

#### 1.8 Waiver

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

#### 1.9 Definitions

In this Clause:

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

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

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

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

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

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

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

**Latest Time** means:

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

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

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

**Non Approval Notice** means:

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

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

## SPECIAL CONDITIONS

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

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## SPECIAL CONDITIONS - Continued

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

Signature		Date		Signature	
Signature		Date		Signature	

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

<b>Name</b>	Jacqueline Maree Venter				
Address	15 Laperla Street				
Suburb	Piara Waters	State	WA	Postcode	6112
<b>Name</b>	Eugene Venter				
Address	15 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	
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"/>

#### COPYRIGHT

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04/22

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

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

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

**Buyer**

Signature  \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Signature  \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

**Seller**

Signature \_\_\_\_\_

Name JACQUELINE MAREE VENTER

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name EUGENE VENTER

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

15 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 by 4PM on: (a\*)   /   /   \*complete (a) or (b) **OR**  
(b\*) 14 days after acceptance ("Date")

on any Major Structural Defects of the residential Building and of the following described areas

located upon the Property ("**Building**"). If nothing is completed in the blank space then the Building will be the residential Building only.

2. The Buyer must serve a copy of the Report on the Seller, Seller Agent or Seller Representative before the Date.
3. If the Buyer, and Seller Agent or Seller or Seller Representative do not receive the Report before the Date then the Buyer will be deemed to have waived the benefit of this Annexure. Time is of the essence.
4. If the Report identifies Major Structural Defects to the Property's Building, the Buyer may at any time within three (3) Business Days after the Date serve a Major Structural Defects Notice on the Seller, Seller Agent or Seller Representative giving the Seller five (5) Business Days to agree to remedy the Major Structural Defects.
5. If the Seller elects in writing to remedy the Major Structural Defects in the Major Structural Defects Notice then the Settlement Date will be delayed until the later of: (a) three (3) Business Days after the Seller's Work is completed as certified by the Seller's Builder and (b) the Settlement Date.
6. The Seller must do the Work expeditiously and in good and workmanlike manner through a Builder and provide evidence to the Buyer of completion of the Work.
7. If, prior to the Seller commencing Work, the Seller and Buyer wish to agree and do agree an amount to be paid by the Seller to the Buyer then the amount will be deducted from the Purchase Price at Settlement and the Seller will not undertake the Work.
8. If the Seller does not agree to remedy Major Structural Defects within five (5) Business Days from when the Major Structural Defects Notice was served on the Seller, Seller Agent or Seller Representative then:
  - (a) the Buyer may at any time within a further five (5) Business Days after that period ends, give notice in writing to the Seller, Seller Agent or Seller Representative terminating the Contract and the Deposit and other monies paid will be repaid to the Buyer;
  - (b) if the Buyer does not terminate the Contract pursuant to this clause 8, then this Annexure ceases to apply and the Contract continues unaffected by this Annexure.
9. In this Annexure:
  - 9.1 "Builder" means a builder registered in Western Australia with appropriate qualifications and using such other appropriately qualified persons, necessary to remedy the matters set out in the Major Structural Defects Notice.
  - 9.2 "Consultant" means an independent inspector qualified and experienced in undertaking pre-purchase property inspections to ascertain Major Structural Defects.
  - 9.3 "Date" means the date inserted or calculated in clause 1. If nothing is inserted in clause 1 then the Date will be five (5) Business Days from the later of (i) the Contract Date; or (ii) the Latest Time for Financial Approval (if any).
  - 9.4 "Major Structural Defects" means a fault or deviation from the intended structural performance of a building element and is a major defect to the building structure of sufficient magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility, or further deterioration of the building structure. Major Structural Defects does not include any non-structural element, e.g., roof plumbing and roof covering, general gas, water and sanitary plumbing, electrical wiring, partition walls, cabinetry, windows, doors, trims, fencing, minor structures, non-structural damp issues, ceiling linings, floor coverings, decorative finishes such as plastering, painting, tiling etc., general maintenance, or spalling of masonry, fretting of mortar or rusting of primary structural elements.
  - 9.5 "Major Structural Defects Notice" means a Notice in writing from the Buyer to the Seller to provide the Seller with the opportunity to agree to rectify the Major Structural Defects that the Buyer requires to be rectified.
  - 9.6 "Report" means the report performed in accordance with Appendix A of the Standard by a ~~Consultant~~ **Registered Builder**    . It is not a special purpose report, nor an all-encompassing report dealing with every aspect of the Property. The Report should only be a reasonable attempt to identify Major Structural Defects to the Building structure pursuant to Appendix "A" of the Standard. The presence of defects will only be relevant in this Annexure when the defects are a Major Structural Defect.
  - 9.7 "Standard" means Australian Standard AS 4349-2007 (as amended from time to time) Inspections of buildings Part 1: Pre-purchase Structural Inspection - Residential buildings).
  - 9.8 "Work" means the work required to rectify the Major Structural Defects set out in the Major Structural Defects Notice.
  - 9.9 Words not defined in this Annexure have the same meaning as defined in the Standard or the 2018 General Conditions.

**BUYER SIGNATURE**

**BUYER SIGNATURE**

**SELLER SIGNATURE**

**SELLER SIGNATURE**

**BUYER SIGNATURE**

**BUYER SIGNATURE**

**SELLER SIGNATURE**

**SELLER SIGNATURE**

# AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR TIMBER PESTS



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## ANNEXURE B

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

15 Laperla Street, Piara Waters WA 6112

4PM on *\*complete one*

   /    /    OR

14 days after acceptance ("Date")

1. The Buyer may at their expense obtain a non-invasive written Report on any Timber Pest Activity or Damage by:

of the residential building and the   located upon the Property ("**Building**").

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

2. The Buyer must serve a copy of the Report on the Seller, Seller Agent or Seller Representative before the Date.
3. If the Buyer, and Seller, Seller Agent or Seller Representative do not receive the Report before the Date then the Buyer will be deemed to have waived the benefit of this Annexure. Time is of the essence.
4. If the Report identifies Activity on, or Damage to, the Building, the Buyer may at any time within three (3) Business Days after the Date serve a Timber Pest Notice on the Seller, Seller Agent or Seller Representative giving the Seller Five (5) Business Days to agree to Eradicate and/or Repair.
5. If the Seller elects in writing to Eradicate and/or Repair pursuant to the Timber Pest Notice then the Settlement Date will be delayed until the later of: (a) three (3) Business Days after the Seller's Work is completed as certified by, the Seller's Builder in relation to Repair or a Consultant in relation to Eradication or, the later of them if both are required and (b) the Settlement Date.
6. The Seller must do the Work expeditiously and in a good and workmanlike manner through (a) a Builder to Repair or (b) a Consultant to Eradicate, and provide evidence to the Buyer of completion of the Work.
7. If, prior to the Seller commencing the Work, the Seller and Buyer wish to agree and do agree an amount to be paid by the Seller to the Buyer then that amount will be deducted from the Purchase Price at Settlement and the Seller will not undertake the Work.
8. If the Seller does not agree to Eradicate and/or Repair within Five (5) Business Days from when the Timber Pest Notice was served on the Seller, Seller Agent or Seller Representative then
  - (a) the Buyer may at any time within a further Five (5) Business Days after that period ends, give notice in writing to the Seller, Seller Agent or Seller Representative terminating the Contract and the Deposit and other monies paid will be repaid to the Buyer;
  - (b) if the Buyer does not terminate the Contract pursuant to this clause 8, then this Annexure ceases to apply and the Contract continues unaffected by this Annexure.
9. In this Annexure:
  - 9.1 "Activity" means evidence of the presence of current Timber Pests.
  - 9.2 "Builder" means a builder registered in Western Australia with appropriate qualifications and using such other appropriately qualified persons, necessary to Repair any Damage set out in the Timber Pest Notice.
  - 9.3 "Consultant" means an independent inspector qualified and experienced in undertaking, pre-purchase property inspections pursuant to the Standard and Eradication.
  - 9.4 "Damage" means evidence of damage caused by Timber Pests to the Building.
  - 9.5 "Date" means the date inserted or calculated in clause 1. If no date is inserted in clause 1 then the Date will be Five (5) Business Days from the later of: (i) the Contract Date; or (ii) the Latest Time for Finance Approval (if any).
  - 9.6 "Eradicate" and "Eradication" mean the treatment necessary to eradicate Activity affecting the Building.
  - 9.7 "Repair" means the Work necessary to repair any Damage.
  - 9.8 "Report" means a report performed in accordance with the Standard by a Consultant at the Property.
  - 9.9 "Standard" means Australian Standard AS 4349.3-2010 (as amended from time to time) Inspection of buildings Timber Pest Inspections.
  - 9.10 "Timber Pests" means subterranean and dampwood termites, borers of seasoned timber and wood decay fungi as defined in the Standard.
  - 9.11 "Timber Pest Notice" means a Notice in writing from the Buyer to the Seller to provide the Seller with the opportunity to agree to Eradicate and/or Repair that the Buyer requires pursuant to the Report.
  - 9.12 "Work" means the work required to Repair pursuant to the Timber Pest Notice.
  - 9.13 Words not defined in this Annexure have the same meaning as defined in the Standard or the 2018 General Conditions.

**BUYER SIGNATURE**

**BUYER SIGNATURE**

**SELLER SIGNATURE**

**SELLER SIGNATURE**

**BUYER SIGNATURE**

**BUYER SIGNATURE**

**SELLER SIGNATURE**

**SELLER SIGNATURE**

WESTERN



AUSTRALIA

TITLE NUMBER

Volume Folio

**2983 624**

**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 1090 ON DEPOSITED PLAN 418376

**REGISTERED PROPRIETOR:**  
(FIRST SCHEDULE)

JACQUELINE MAREE VENTER  
EUGENE VENTER  
BOTH OF 455 MEEKA AVENUE PARABUDOO WA 6754  
AS JOINT TENANTS

(T O572513 ) REGISTERED 2/12/2020

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

1. O572513 RESTRICTIVE COVENANT BURDEN REGISTERED 2/12/2020.
2. P618143 MORTGAGE TO PERPETUAL TRUSTEE COMPANY LIMITED OF LEVEL 12 123 PITT STREET SYDNEY NSW 2000 REGISTERED 7/7/2023.

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: DP418376  
PREVIOUS TITLE: 2960-75  
PROPERTY STREET ADDRESS: 15 LAPERLA ST, PIARA WATERS.  
LOCAL GOVERNMENT AUTHORITY: CITY OF ARMADALE

TYPE	FREEHOLD	S.S.A.	YES
PURPOSE	SUBDIVISION		
PLAN OF	LOT 1062-1078, 1081-1098, 1132-1142, 9036, ROADS AND COVENANTS		
FORMER TENURE	LOT 9031 ON DP 4,14079 C.T. 2960-75		
LOCAL AUTHORITY	CITY OF ARMADALE		
LOCALITY	PIARA WATERS		
D.P.L.H. FILE			
FIELD RECORD	12401, 115447, 142070		
SURVEYOR'S CERTIFICATE - REG 54	I, Charles K. YOUNG, 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" undertaken for the purposes of this plan and that it complies with the relevant written law in relation to which it is lodged.		
LICENSED SURVEYOR	Charles Young 2020,054,19,12:46:40,408707		
LOGGED	DATE		
19.05.2020	DATE		
DATE	FEE PAID		
ASSESS No.	I.S.C.		
EXAMINED	E. Milowaka 25.05.2020 DATE		
WESTERN AUSTRALIAN PLANNING COMMISSION	FILE 155826		
Delegated under s. 16 P&D Act 2005	DATE 17-Jun-2020		
SUBJECT TO	IN ORDER FOR DEALINGS		
SEC 168(1)(2), 150 OF THE P&D ACT	DATE		
FOR INSPECTOR OF PLANS AND SURVEYS	APPROVED REG26A (4)		
DATE	DATE		
17.06.2020	DATE		
INSPECTOR OF PLANS AND SURVEYS	15, 18 Licensed Surveyors Act 1999		



DEPOSITED PLAN  
**4 18376**  
SHEET 01 OF 03 SHEETS  
(PLUS SURVEY SHEETS)  
VERSION 1

HELD BY LANDGATE IN DIGITAL FORMAT ONLY

INTERESTS AND NOTIFICATIONS						
SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN	LAND BURDENED	BENEFIT TO	COMMENTS
332/4	EASEMENT (Electricity Supply)	SEC 167 OF THE P. & D. ACT REG 33(1)	DP 4,14079	LOT 9036	ELECTRICITY NETWORKS CORPORATION	
4	COVENANT	SEC 150 OF THE P. & D. ACT	THIS PLAN	LOT 1062	CITY OF ARMADALE	RESTRICTION OF ACCESS TO AND FROM WRIGHT ROAD AND TUBEROISE ROAD
5	COVENANT	SEC 150 OF THE P. & D. ACT	THIS PLAN	LOT 1070	CITY OF ARMADALE	RESTRICTION OF ACCESS TO AND FROM TUBEROISE ROAD AND MAZE CRESCENT
6	COVENANT	SEC 150 OF THE P. & D. ACT	THIS PLAN	LOT 1142	CITY OF ARMADALE	RESTRICTION OF ACCESS TO NO ROAD VEHICLE ACCESS TO AND FROM WRIGHT ROAD AND BOULQUET ROAD

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

SCALE 1:3000 @ A2  
ALL DISTANCES ARE IN METRES

MNG  
THE AUSTRALIAN SURVEYING GROUP  
PO Box 5276, Perth WA, 6164  
Tel: (08) 9446 1300  
Email: info@mngsurveying.com.au  
MNG Ref: 982450-1118 - 5 Page 28 - 094.9876.GSD



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



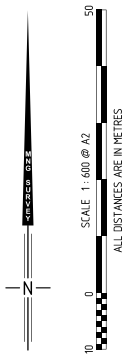
**MNG**  
MNG Ref : 98245dp-111d - S1 page 2B - DP4/18376\_CSD  
Charles Young  
2020.05.19 12:46:47 +0800  
LICENSED SURVEYOR DATE

**Landgate**  
WESTERN AUSTRALIA  
DEPARTMENT OF  
MINE AND PETROLEUM  
CONSERVATION

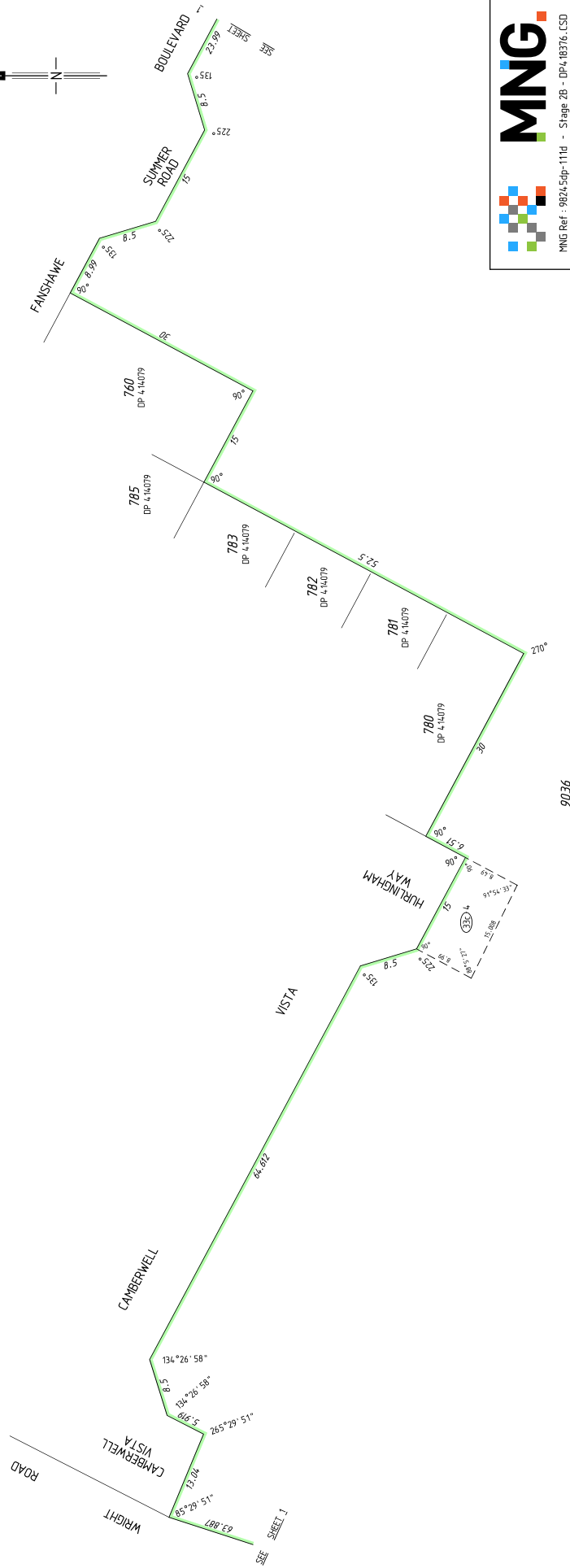
DEPOSITED PLAN  
**4 18376**  
SHEET 02 OF 03 SHEETS  
VERSION 1

HELD BY LANDGATE IN DIGITAL FORMAT ONLY

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.



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



MNG Ref : 98245dp-111d - Stage 2B - DP4/18376\_CSD

Charles Young  
2022,05,19 12:46:51 - 48007  
DATE  
LICENSED SURVEYOR

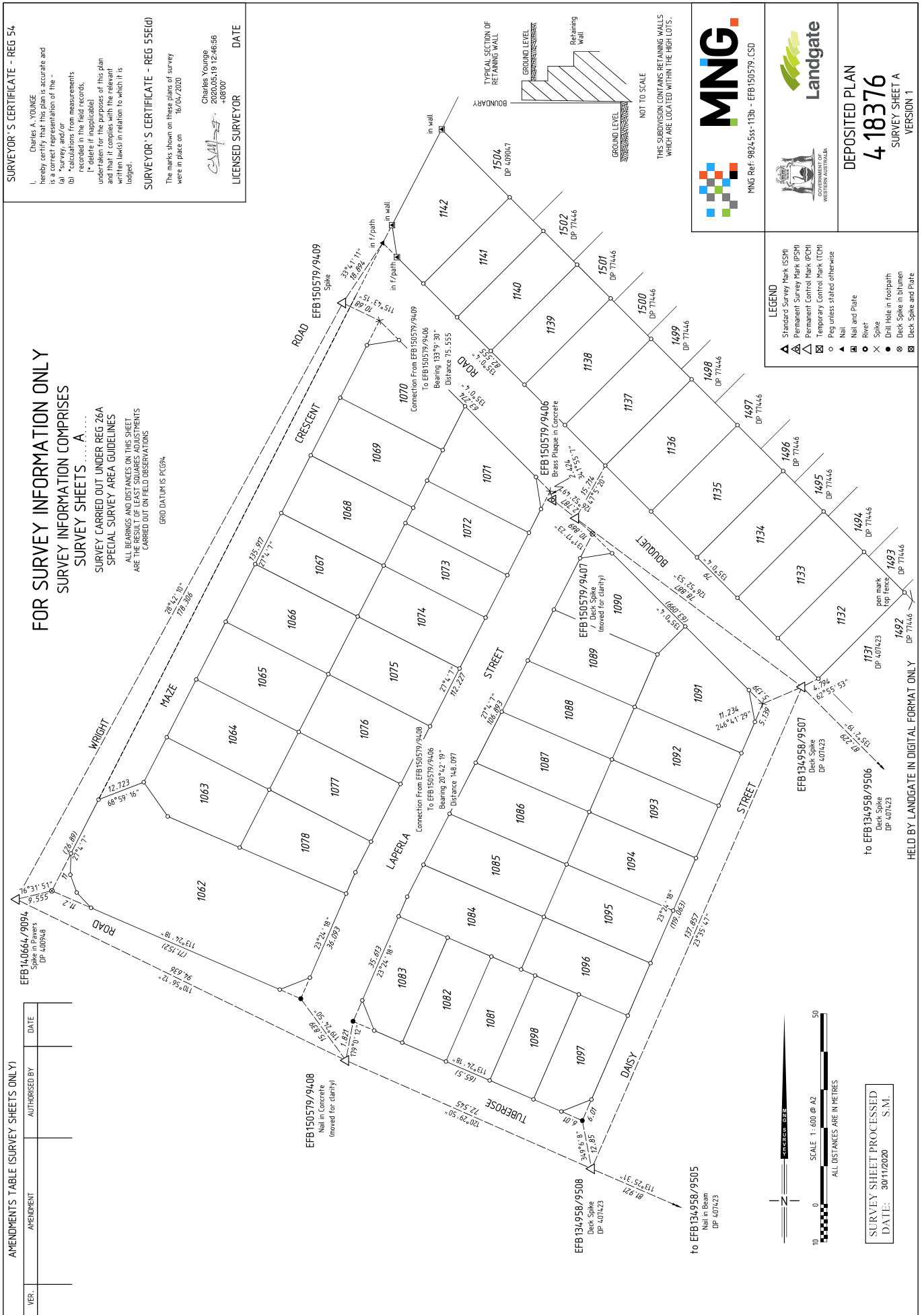
LANDGATE  
WESTERN AUSTRALIA

DEPOSITED PLAN  
**4 18376**  
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  
THE TRUE FINAL POSITION AND TYPE OF ALL SURVEY  
MARKS PLACED PERTAINING TO THIS PLAN.



HELD BY LANDGATE IN DIGITAL FORMAT ONLY



Held by Landgate in Digital Format Only

# Deposited Plan 418376

<b>Lot</b>	<b>Certificate of Title</b>	<b>Lot Status</b>	<b>Part Lot</b>
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

<u>Lot</u>	<u>Certificate of Title</u>	<u>Lot Status</u>	<u>Part Lot</u>
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 O572513  
 Lodgement date 02/12/2020 11:06:20

# 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	205445421
ELN id	PEXA	ELN document id	553429797
ELN workspace id	5234737	ELN counterpart id/s	553429797-260927120 553429797-260925050

## 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	12283908 EC

## Lodgement fees

Fee description	Net	Gst	Fees
ELNO - Transfer	\$248.20	\$0.00	\$248.20
		<b>Total</b>	<b>\$248.20</b>

## Land

Title(volume-folio)	Extent	Land description	Estate and/or interest
2983-624	Whole	1090/DP418376	FEE SIMPLE

## Consideration

Consideration type	Monetary
Consideration amount	\$329,500.00

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Transaction id	1033964540	VGO valued indicator	No
Assessment number	1033964613	Share indicator	No
SRO Client number	2929343	Exempt flag	No
Duty assessment date	01/12/2020	Exempt reason	
Dutiable amount	\$329,500.00	Contract date	21/09/2020
Duty amount	\$9,956.00	Manual verification	No
Penalty tax	0.00	First transfer	No
Foreign ownership surcharge	0.00		

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**Transferor**

PERRON DEVELOPMENTS PTY LTD (ACN 000230446)

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**Transferee**

JACQUELINE MAREE VENTER  
EUGENE VENTER  
BOTH OF 455 MEEKA AVENUE PARABUDOO WA 6754  
AS JOINT TENANTS

**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

Transferor X

Transferee X

Transferee X





Our Ref: 1012432

2 December 2020

Registrar of Titles  
Landgate  
PO Box 2222  
MIDLAND WA 6936

Dear Registrar

**Transfer of Land:** Lot 1090 on Deposited Plan 418376, being the whole of the land comprised in Certificate of Title Volume 2983 Folio 624  
**Seller:** Perron Developments Pty Ltd  
**Buyer:** Eugene Venter and Jacqueline Maree Venter

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  
Perth  
Sydney

Doc ID 790777593/v1  
Level 20, 240 St Georges Terrace, Perth WA 6000 Australia  
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

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Duplicate title holding and issuing details

Duplicate holding/s

NIL

Duplicate issuing

NIL

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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.

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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 02 December 2020

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Subscriber Certification and Execution on behalf of Transferee/s

OLSEN REPACHOLI PTY LTD (ACN 160805710 ABN 25494827550) 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 RENE VIRGINIA GODELIEVE OLSEN for OLSEN REPACHOLI PTY LTD (ACN 160805710 ABN 25494827550) on behalf of EUGENE VENTER and JACQUELINE MAREE VENTER on 02 December 2020

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