

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 **5 Norite Road,**
Suburb **Piara Waters WA** State **WA** Postcode **6112**
Lot **1306** Deposited/~~Survey/Strata/Diagram/Plan~~ **415577** Whole / ~~Part~~ Vol **2962** Folio **952**

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

Name

Address

Suburb **State** **Postcode**

Name

Address

Suburb **State** **Postcode**

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.
5.

Signature	
<input type="text"/>	<input type="text"/>

RECEIPT OF DOCUMENTS

The Seller acknowledges receipt of the following documents:

1. This offer and acceptance
2. 2022 General Conditions
3.

Signature	
<input type="text"/>	<input type="text"/>

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 type="text"/>	<input type="text"/>
Signature	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input 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 Kirsty Lee Vigors

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR MAJOR STRUCTURAL DEFECTS



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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

5 Norite Road, 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 A

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

5 Norite Road, Piara Waters WA 6112

4PM on **complete one*

/ / OR

("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

2962 952

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 1306 ON DEPOSITED PLAN 415577

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

KIRSTY LEE VIGORS OF UNIT 2 186 BOARDMAN ROAD CANNING VALE WA 6155
(T O246888) REGISTERED 27/9/2019

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

1. RESTRICTIVE COVENANT BENEFIT - SEE DEPOSITED PLAN 415577 AND INSTRUMENT O076673
2. RESTRICTIVE COVENANT BURDEN - SEE DEPOSITED PLAN 415577 AND INSTRUMENT O076673
3. O076674 NOTIFICATION CONTAINS FACTORS AFFECTING THE WITHIN LAND. LODGED 6/3/2019.
4. P109452 MORTGAGE TO MACQUARIE BANK LTD REGISTERED 12/4/2022.

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: DP415577
PREVIOUS TITLE: 2950-81
PROPERTY STREET ADDRESS: 5 NORITE RD, PIARA WATERS.
LOCAL GOVERNMENT AUTHORITY: CITY OF ARMADALE

Deposited Plan 415577

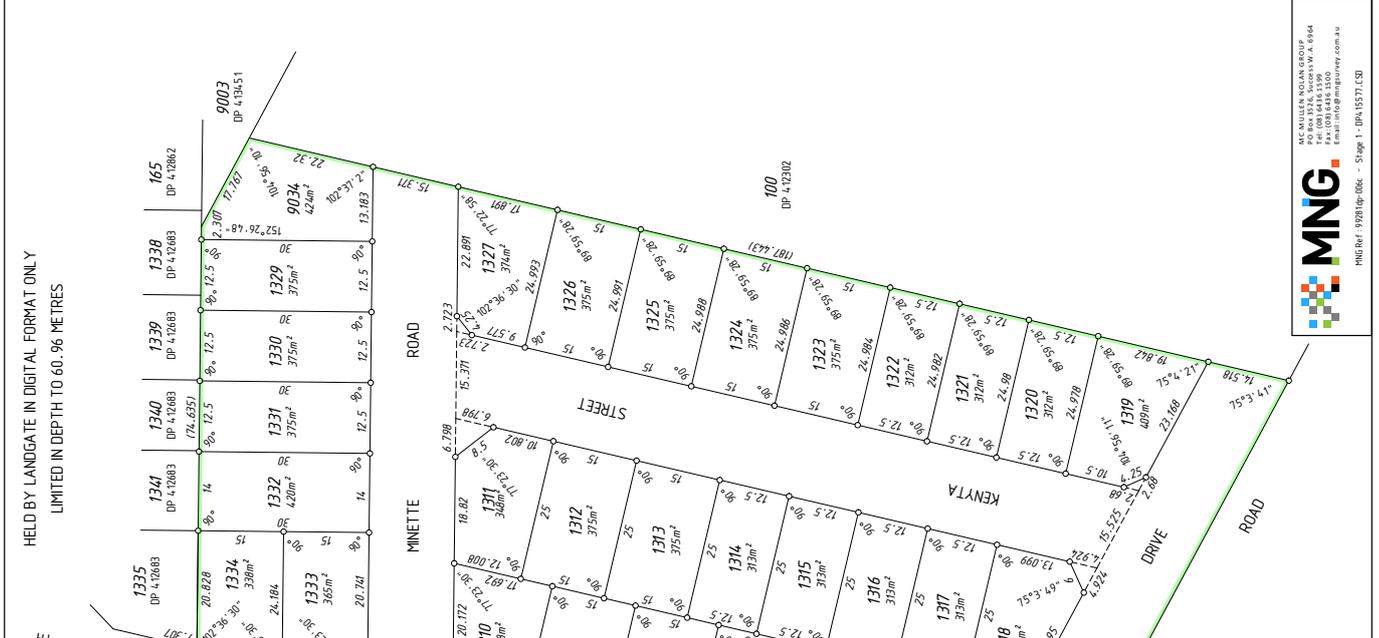
Lot	Certificate of Title	Lot Status	Part Lot
1300	2962/946	Registered	
1301	2962/947	Registered	
1302	2962/948	Registered	
1303	2962/949	Registered	
1304	2962/950	Registered	
1305	2962/951	Registered	
1306	2962/952	Registered	
1307	2962/953	Registered	
1308	2962/954	Registered	
1309	2962/955	Registered	
1310	2962/956	Registered	
1311	2962/957	Registered	
1312	2962/958	Registered	
1313	2962/959	Registered	
1314	2962/960	Registered	
1315	2962/961	Registered	
1316	2962/962	Registered	
1317	2962/963	Registered	
1318	2962/964	Registered	
1319	2962/965	Registered	
1320	2962/966	Registered	
1321	2962/967	Registered	
1322	2962/968	Registered	
1323	2962/969	Registered	
1324	2962/970	Registered	
1325	2962/971	Registered	
1326	2962/972	Registered	
1327	2962/973	Registered	
1329	2962/974	Registered	
1330	2962/975	Registered	
1331	2962/976	Registered	
1332	2962/977	Registered	
1333	2962/978	Registered	
1334	2962/979	Registered	
1343	2962/980	Registered	
8023	LR3170/244	Registered	
9034	2962/981 (Cancelled)	Retired	
0	N/A	Retired	
0	N/A	Registered	
0	N/A	Retired	
0	N/A	Retired	
0	N/A	Registered	

Deposited Plan 415577

Lot	Certificate of Title	Lot Status	Part Lot
0	N/A	Retired	



VERSION	AMENDMENT	AUTHORISED BY	DATE	FRESHOLD	S.S.A.	YES
				PURPOSE	SUBDIVISION	
				PLAN OF	LOTS 1300-1327, 1329-1334, 1343, 8023, 9034, ROADS & RESTRICTIVE COVENANT	
				FORMER TENURE	LOT 9002 ON DP 4,12683 C.T. 2950-81	
				LOCAL AUTHORITY	CITY OF ARMADALE	
				LOCALITY	PHARA WATERS	
				D.O.P.L.H. FILE	132802	
				FIELD RECORD	132802	
				SURVEYOR'S CERTIFICATE - REG 54	Nigel J. SIMPSON	
				I 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.		
				LICENSEE SURVEYOR	Nigel Simpson 2018.11.08 11:30:10 +0800	
				DATE	LODGED	
				8-Nov-2018	\$2905.00	548767
					FEE PAID	ASSESS No.
				L.S.C.	EXAMINED	14-Nov-2018
					WESTERN AUSTRALIAN PLANNING COMMISSION	
				FILE	153954	
				Delegated under s. 16 PRD Act 2005	DATE	05-Mar-2019
				SUBJECT TO	IN ORDER FOR DEALINGS	
				Sec 70A & 136D of the T.L.A. Sec 152 & 168(1)(2) of the PRD Act.		
				FOR INSPECTOR OF PLANS AND SURVEYS	DATE	6-Mar-2019
				APPROVED	REG26A (4)	
				INSPECTOR OF PLANS AND SURVEYS	DATE	6.3.2019



INTERESTS AND NOTIFICATIONS	ORIGIN	LAND BURDENED	BENEFIT TO	COMMENTS
RESTRICTIVE COVENANT	THIS PLAN & DOC0076673	ALL LOTS EXCEPT 8023 & 9034	ALL LOTS EXCEPT 8023 & 9034	
RESERVE FOR RECREATION & DRAINAGE NOTIFICATION	THIS PLAN & DOC0076674	LOTS 1300-1302, 1304-1306 & 1316-1321		TRANSPORT NOISE

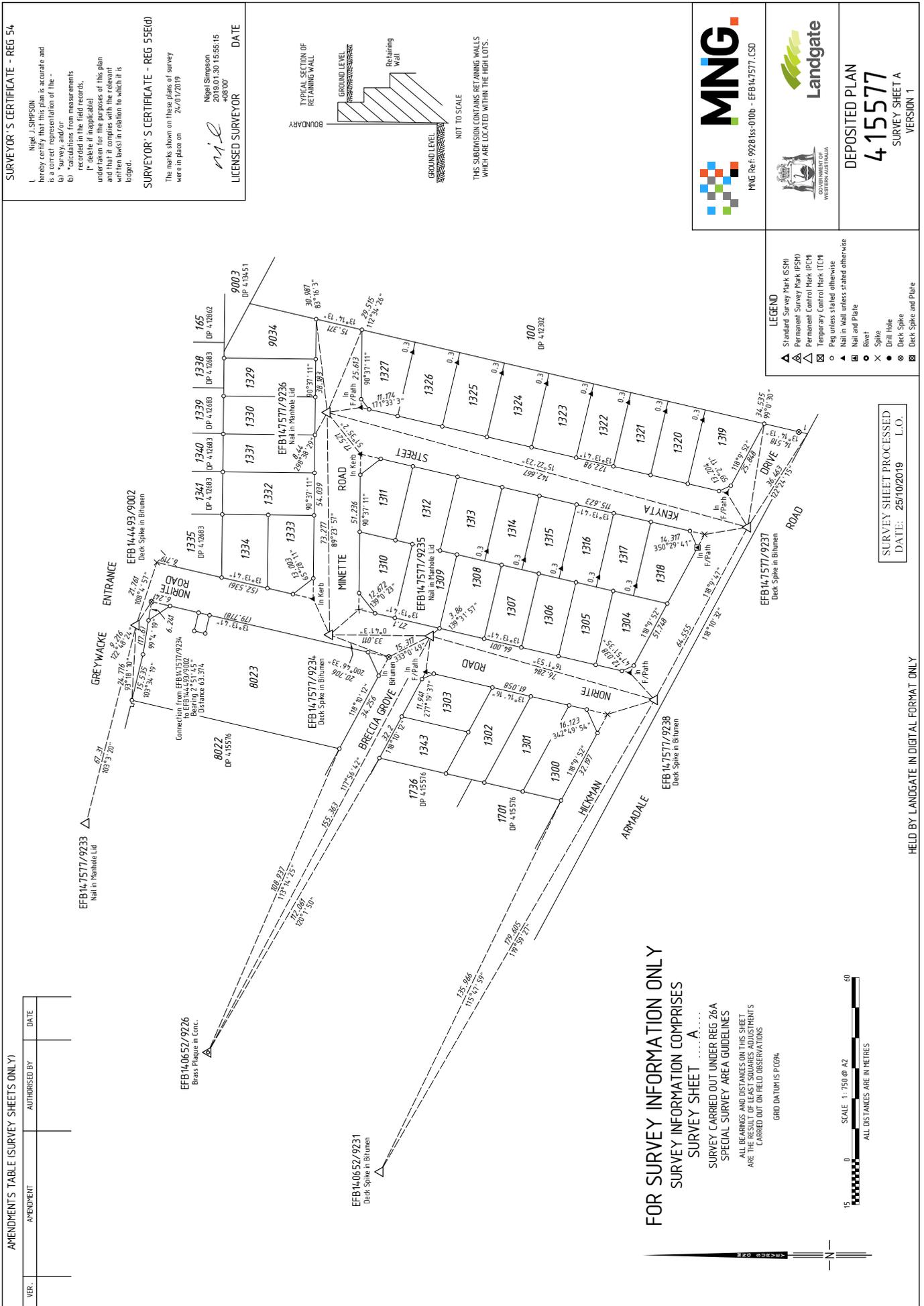
SEE SURVEY SHEETS FOR SURVEY INFORMATION
 USE ONLY THE SURVEY SHEETS WHEN DETERMINING THE BOUNDARIES AND THE SURVEY TRANSFER POINTS PERTAINING TO THIS PLAN.

SURVEY CARRIED OUT UNDER REG 26A SPECIAL SURVEY AREA GUIDELINES
 SEE SURVEY SHEETS FOR SURVEY INFORMATION

SCALE 1:600 @ A2
 ALL DISTANCES ARE IN METRES

8022 DP 4,15516
 8023 2396m²
 RESERVE FOR RECREATION & DRAINAGE

1736 DP 4,15516
 1343 335m²
 1303 357m²
 1302 401m²
 1301 401m²
 1300 378m²
 1307 313m²
 1306 313m²
 1305 313m²
 1304 367m²
 1318 355m²
 1317 313m²
 1316 313m²
 1315 313m²
 1314 313m²
 1312 375m²
 1311 366m²
 1327 371m²
 1326 375m²
 1325 375m²
 1324 375m²
 1323 375m²
 1322 372m²
 1321 372m²
 1320 372m²
 1319 409m²
 1335 DP 4,12683
 1334 338m²
 1333 365m²
 1332 420m²
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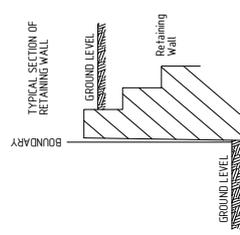


SURVEYOR'S CERTIFICATE - REG 54

I, Nigel J. SIMPSON hereby certify that this plan is accurate and is a correct representation of the -
 a) "survey and/or calculations from measurements recorded in the field records, and where applicable, 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 24/01/2019
 Nigel Simpson
 2019.01.30 15:56:15
 +08:00
 Licensed Surveyor
 DATE



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

MNG Ref: 9928155-00b - EFB147577.LSD

DEPOSITED PLAN
415577
 SURVEY SHEET A
 VERSION 1

0076673 RC

23 Jan 2019 10:51:55 Perth



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.

A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of the witness must be stated.

LODGED BY: *Paul Garrett's Conveyancing WA*
 ADDRESS: *PO Box 157*
Harrington WA 6921
 PHONE NO: *94600188*
 FAX NO: *94600677*
 REFERENCE NO:
 ISSUING BOX NO: *888V Perth*

PREPARED BY: Chalmers Legal Studio
 ADDRESS: Studio 7, 82 King Street
 PERTH WA 6000
 Our Ref: LC:44478P:as-01
 Revised 07/11/2018
 PHONE NO: 9360 4100 FAX NO: 9360 4199

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

3/4

TITLES, LEASES, DECLARATIONJS ETC. LODGED HEREWITH

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

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.

EXAMINED

EXECUTED by PRM PROPERTY)
PTY LTD (ACN 144 543 019))
pursuant to section 127 of the)
Corporations Act 2001:)

Director *and Sole Secretary*
~~Sole Director and Sole Secretary~~

Director/Secretary *

STEPHEN JOHN ROBERTSON

Full Name (Please Print)
* Delete if inapplicable

Full Name (Please Print)

ENCUMBRANCE

Mortgage N968863 to Commonwealth Bank of Australia

We, the Commonwealth Bank of Australia (ACN 123 123 124), being the Mortgagee under Mortgage Number N968863 registered as an encumbrance against the Land hereby consent to this Deed.

THE COMMON SEAL of THE COMMONWEALTH)
BANK OF AUSTRALIA (ACN 123 123 124) by its)
Attorney)
under Power of Attorney No. M26349.....)
in the presence of:)

[Handwritten Signature]

Signature of Attorney

Mark Mackenzie
Associate Director
Bankwest Property Finance

Office held by Attorney

[Handwritten Signature]

Signature of Witness

JULIE MICHELE HISLOP

Full Name of Witness (Please Print)

**C/- BANKWEST PROPERTY FINANCE
300 MURRAY STREET, PERTH WA 6000**

Address of Witness

ASSOCIATE DIRECTOR

Occupation of Witness

- 3.1.21.1 1.0m in height, maintaining the surveillance of the street from dwellings;
- 3.1.21.2 integrate and complement the dwelling design; or
- 3.1.21.3 incorporate screen-planting elements.
- 3.1.22 Increase the finished level of the Lot as determined by PRM Property Pty Ltd Project Manager by more than 400mm.
- 3.1.23 Install any TV antenna, radio antenna or satellite dish that is visible from the street.
- 3.1.24 Permit excessive weeds or rubbish to collect on the Lots prior to, during, and after construction commences. Excavation material, rubbish or builders waste must not be deposited on adjoining properties, nature strips or public areas during construction, but must be stored in a covered bin.
- 3.1.25 Permit building materials, temporary toilets or building equipment to be stored outside of the Burdened Lot boundary.
- 3.1.26 Permit builders or subcontractors to park on adjoining allotments, surrounding public areas, or nature strips.

4. Burdened of Covenant

The Burdened Land is burdened by the Covenants.

5. Benefit of Covenant

The Benefited Land is benefited by the Covenants.

SCHEDULE

ENCUMBRANCES

(a) In respect of Lot 9002:

- (i). Easement burden created under Section 167 P&D Act. For drainage purposes to City of Armadale – See Deposited Plan 412683;
- (ii). Easement burden created under Section 167 P&D Act. For sewerage purposes to Water Corporation – See Deposited Plan 412683;
- (iii). Mortgage to Commonwealth Bank of Australia N968863

EXECUTED as a deed.

- 3.1.5.9 in all other respects, complied with the Design Guidelines.
- 3.1.6 Construct or permit to be constructed or bring on to the Lots any outbuilding that is visible from the street or neighbouring property (including any detached garage, workshop, garden shed, storage shed, gazebo, pergola, patio or the like) unless constructed in materials that match, compliment or are consistent with colours of the residence.
- 3.1.7 Subject to clause 3.1.5, construct any garden shed on the Burdened Lot with an area greater than 6m², and with a height exceeding 2.4m and a width or depth exceeding 3m.
- 3.1.8 Permit any rubbish disposal containers (bins) on the Lots to be visible from any public street or thoroughfare except on days allocated by the local authority for rubbish collection from the Burdened Lot, or submit building plans that do not identify two bin storage locations screened from public view.
- 3.1.9 Permit garden areas on the Lots and within public view to remain unlandscaped after 3 months of occupation of the residence. This includes any areas of verge or road reserve immediately abutting the Lot.
- 3.1.10 Carry out or permit to be carried out on the Lots any repairs or restorations of any motor vehicle, boat, trailer or other vehicle or any aircraft unless screened from public view at all times.
- 3.1.11 Park commercial vehicles including trucks, buses and tractors on the Burdened Lot greater than 3 tonnes or longer than 4 metres, unless within a garage or when used during the normal course of business by a visiting tradesman.
- 3.1.12 Store boats, caravans and camper trailers on the Burdened Lot unless in accordance with the provisions of the relevant town planning scheme and stored in the rear yard, on the driveway or on a dedicated hardstand that compliments the driveway and are maintained in a sound, tidy and roadworthy manner. All other trailers not used in the normal course of business must not be visible to the public.
- 3.1.13 Install any roof mounted solar hot water system that is not colour matched to the roof and mounted flush to the roof pitch in accordance with the Design Guidelines.
- 3.1.14 Install an air conditioning unit on the roof that is not colour matched to the roof, or is visible to the street or above the ridge line of the roof in accordance with the Design Guidelines.
- 3.1.15 Construct or permit to be constructed any fence on the Burdened Lot forward of the building frontage set-back line, unless approved by PRM Property Pty Ltd Project Manager.
- 3.1.16 Construct, bring on to or use an incinerator on the Lots.
- 3.1.17 In respect of any wall or fence constructed on or between the boundary of the Burdened Lot and any adjacent road reserve where such wall forms part of a wall constructed to define the approximate boundaries of the land comprised in the plan and in relation to that part of the wall which abuts the Burdened Lot:
- 3.1.17.1 do or permit any act or thing which does or is likely to cause any removal, alteration, marking or defacement of such wall or fence;
- 3.1.17.2 permit such wall or fence to fall into disrepair or to become unsafe and, without limiting the foregoing, not to permit any tree or plant or any building or other thing to cause that wall to be or become structurally unsound; or
- 3.1.17.3 permit such wall or fence to be repaired or renewed unless the repair or renewal is made of the same material and is in the same style and colour which such wall or fence was originally constructed.
- 3.1.18 Permit boundary fencing to exceed 1.8m in height above the ground level.
- 3.1.19 Alter or permit to be altered the level of the surface of the Lots within 3 metres of any retaining wall or fence located on or within the boundaries of the Burdened Lot.
- 3.1.20 Permit any side boundary fence to extend forward of the building line to the front elevation. Where a parapet wall is incorporated, no fencing will extend forward of the parapet wall.
- 3.1.21 Permit front fencing to dominate the streetscape. If used, it must be limited to:

3. Covenants

- 3.1 The Burdened Owner, pursuant to Section 136D of the *Transfer of Land Act 1893*, as amended, covenants for itself, as the person registered as the proprietor of an estate in fee simple in the Burdened Land, that the Burdened Owner will not:
- 3.1.1 Commence any development on a Burdened Lot without first having the plans and specifications approved by PRM Property Pty Ltd and the City of Cockburn.
 - 3.1.2 Develop the Burdened Lot (including construct the Residence) otherwise than in accordance with the Design Guidelines, unless approved otherwise by the City of Armadale and PRM Property Pty Ltd Project Manager.
 - 3.1.3 Construct, erect or install, or permit to be constructed, erected or installed on the Burdened Lot a Residence that does not comply with the Residential Design Codes of Western Australia.
 - 3.1.4 Construct, erect or install, or permit to be constructed, erected or installed on the Burdened Lot a Residence:
 - 3.1.4.1 without drawings and specifications (including a schedule of external finishes) being first submitted to PRM Property Pty Ltd Project Manager for its formal approval;
 - 3.1.4.2 without complying with the Design Guidelines;
 - 3.1.4.3 without complying with any condition imposed by PRM Property Pty Ltd; and
 - 3.1.4.4 that is not in accordance with clause 3.1.5 of the Restrictive Covenant.
 - 3.1.5 Construct, or permit to be constructed, on the Burdened Lot any Residence other than a house having:
 - 3.1.5.1 Had the Residence's design assessed by an appropriately accredited energy efficiency assessor, or assessment process in accordance with the Design Guidelines.
 - 3.1.5.2 All structural walls predominantly constructed of brick, masonry or rendered finish or as otherwise approved by PRM Property Pty Ltd Project Manager in accordance with the Design Guidelines.
 - 3.1.5.3 Roofs covered either with:
 - (a) clay or concrete tiles; or
 - (b) metal sheeting having its exterior surface painted or otherwise coated, sealed or treated so as not to have highly light-reflective qualities, unless screened from public view as incorporated within the Design Guidelines.
 - 3.1.5.4 A double garage (suitable to fully contain two standard family sedans with garage door closed), that forms part of the main Residence that is fitted with a panel lift door of a timber or colourbond steel finish or, where separate, materials and design are consistent with the main home.
 - 3.1.5.5 A traditional roof that is pitched at an angle of not less than 24 degrees 38 minutes and not exceeding 45 degrees, except verandahs, canopies and pergolas which may have a shallower pitch. Where alternative roof profiles such as flat, concealed, skillion, cantilevered or curved roof pitches are proposed, coloured elevation plans are to be submitted to PRM Property Pty Ltd Project Manager for consideration, who may approve, reject or amend the plans at its absolute discretion.
 - 3.1.5.6 Been designed to address the street or public open space by way of design, fenestration and main entrance and, in relation to a residence constructed on a corner Lot, been designed to address both street frontages.
 - 3.1.5.7 Prior to, or on completion of construction of the residence, a double cross-over and driveway, not wider than 6 metres, constructed of brick paving or concrete finished in a decorative manner (e.g. stencilled, exposed aggregate, terrazzo, limecrete) with natural concrete only permitted in between the road kerb and any existing footpath.
 - 3.1.5.8 Prior to, or on completion of construction of the residence a clearly numbered brick or masonry letterbox finished to match or compliment the residence; and

BLANK INSTRUMENT FORM

RESTRICTIVE COVENANT SECTION 136D TLA

(Note 1)

THIS DEED is made on the 19th day of November 2018.

BY: PRM PROPERTY PTY LTD (ACN 144 547 019) of 19 Hardy Street, South Perth in the State of Western Australia ("the Burdened Owner")

1. Recitals

- 1.1 The Burdened Owner is registered as the proprietor of the Land subject to the Encumbrances.
- 1.2 The Burdened Owner is desirous of subdividing the Land by the registration of the Deposited Plan so that the Benefited Land and the Burdened Land are separate lots.
- 1.3 The Burdened Owner, pursuant to Section 136D of the *Transfer of Land Act 1893*, as amended, enters into the Covenants for the benefit of the Benefited Land upon the terms herein.

THIS DEED WITNESSES:

2. Definitions

2.1 In this Deed:

"Benefited Owner" means PRM Property Pty Ltd and its respective successors in title of the Benefited Land and all persons deriving title from them;

"Burdened Owner" means PRM Property Pty Ltd and its respective successors in title of the Burdened Land and all persons deriving title from them;

"Burdened Land" means Lots on the Deposited Plan other than the Excluded Lots;

"Covenants" means the covenants granted by the Burdened Owner out of the Burdened Land for the benefit of the Benefited Land details of which are set out in clause 3 of this Deed;

"Deposited Plan" means Deposited Plan 415577;

"Design Guidelines" means the Aspiro – Piara Waters Residential Design Guidelines for The Nursey at Aspiro Subdivision;

"Encumbrances" means the encumbrances described in the Schedule to this Deed;

"Excluded Lots" means Lots 8023 and 9034 on the Deposited Plan;

"Land" means Lot 9002 on Deposited Plan 412683, the whole of the land in Certificate of Title Volume 2950 Folio 81.

"Lot" means a lot on the Deposited Plan; and

"Residence" means a single or multiple residential dwelling.

Document Notes:

IMPORTANT: THIS PAGE FORMS PART OF DOCUMENT [O076673] AND MAY CONTAIN REFERENCES TO AMENDMENTS OR CORRECTIONS TO THE DOCUMENT

8/3/2019 07:38:41

Registration date amended to 6.3.2019 at 9.00 hours due to lot sync process. See letter from lodging party dated 7.3.2019 in Application O076671.

8/3/2019 07:45:18

Clause 2.1 of Restrictive Covenant O076673 is amended by the inclusion at Clause 2.1 the following words "Benefited Land" means all the lots on the Deposited Plan other than the Excluded Lots. See letter from the preparing party dated 7.3.2019



Requisition Notice

Section 192 of the Transfer of Land Act

Your Ref: The Nursery
Our Ref: O076671
Enquiries: Jim Peter
Telephone: 9273 7361
Facsimile: 9273 7673

7 March 2019

PAUL GARNETTS CONVEYANCING W A
PO BOX 157
KARRINYUP WA 6921
AU

Facsimile: 94400477
Email:
Delivered by: Fax

Dear Sir/Madam

Requisition Notice

Registration of the document(s) referenced cannot be affected until all requisitions listed below are complied with and the fee payable is received. A time limit of **21 days** applies from the date stated above after which all documents may be rejected.

It is generally not necessary to attend Landgate in person to make corrections to requisitioned documents however, if an appointment is necessary, please contact Landgate using the contact details above.

Doc. No	Description	Req. Fee
O076671	The lodging party must submit a signed letter requesting that the lodgement date of the documents be amended to the same date that the plan was placed In Order For Dealings.(See Land Titles Registration policy and procedure guide SUB-01 Subdivision and Customer Information Bulletin 197 Appendix B)	85.60
O076673	Restrictive Covenant O076673 does not define what is meant by "Benefited Land".	0

Requisition Sub Total \$	85.60
Additional Fee \$	0
TOTAL FEE Payable \$	85.60

Sincerely,

JEAN VILLANI
REGISTRAR OF TITLES

Requisitions may be attended to by:

1. Directly using the contact details provided above.
2. The lodging of evidence (by hand) at Landgate's Perth Business Office, QBE Building, 200 St. Georges Terrace, Perth.
3. Post to Landgate, Registrations, P O Box 2222, Midland WA 6936.
4. **For further information regarding this requisition notice please liaise with the Contact Person as shown above.**

Correspondence by representatives of parties to documents **must state** the capacity in which they act and confirm that they are duly authorised to do so. Amendment by letter is at the discretion of the Registrar of Titles. Unless these requisitions are complied with, the documents will be rejected. Documents may be withdrawn from registration, a withdrawal fee is applicable per document. Registration fees returnable in full or in part will be set-off against requisition and withdrawal fees. See payment options on page 2.

PAYMENT OPTIONS

BY CREDIT CARD: Any credit card payments to be made to our customer services team on 92737373

IN PERSON: Landgate, 1 Midland Square, Midland.
or
Perth Branch Office, QBE Building,
200 St Georges Terrace, Perth.

BY POST: PO Box 2222, Midland WA 6936 or DX 88
(Cheques or money orders to be made payable to Landgate.)

BY FAX: 9273 7673

DEALING NO: O076671 **CONTACT PERSON:** Jim Peter

YOUR REFERENCE: The Nursery

COMPLETE THIS SECTION IF PAYING BY EBIS ACCOUNT (BY FAX)

EBIS Account Number

--	--	--	--	--	--	--	--

<u>Western Australian Land Information Authority Office Use Only</u> Order No: _____

EBIS Company Name:

Amount: **Fax Requisition Fee \$**_____ **Additional Fees \$**_____ **Total \$**_____

I hereby authorise the Western Australian Land Information Authority to debit the above EBIS account:
(Signature of person authorising payment)

Name of person authorising payment:
(Please Print Name)

Contact Phone No:

CHALMERS
legal studio pty ltd



7 March 2019

Landgate
P.O Box 2222
MIDLAND WA 6936

Attention: Mr Jim Peter

By facsimile: 9273 7673

Our Ref: LC:44478P:kc-01
Your Ref:

Dear Jim,

Document O076671

I refer to your requisition notice dated 7 March 2019 in relation to the above-mentioned document.

I act for PRM Property Pty Ltd.

I hereby authorise you to amend the document by the inclusion at clause 2.1 of the following words:

"Benefited Land" means all the Lots on the Deposited Plan other than Excluded Lots.

Yours faithfully,
Chalmers Legal Studio

Lynton Chalmers
Legal Director

Email: lchalmers@chalmerslegalstudio.com.au

Studio 7, 82 King Street, Perth WA 6000
corporate@chalmerslegalstudio.com.au
www.chalmerslegalstudio.com.au
9360 4100
9360 4199
94 118 498 392

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