

INSTRUCTIONS

- Page 2 of this document may be used:
 - If insufficient space in any section hereon; Appropriate headings should be shown. The boxed sections should only contain the words "see page...."
 - To set forth Easements created as appurtenant to the land (commencing with the words "together with"). Reservations created encumbering the land (commencing with the words "reserving to") or any Restrictive Covenant hereby created. Any Sketch contained thereon must be initialled by all parties.
- If further space is required Additional Sheet form B1 should be used with appropriate headings. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
- 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.
- Duplicate Crown Lease or where issued, the Duplicate Certificate of Title is required to be produced or if held by another party then arrangements must be made for its production. **If a Duplicate Certificate of Title is not required to be re-issued, or if a Duplicate Certificate of Title has not been issued previously but is required to issue subsequent to this document, the written request of the Transferee is required by signing this panel.** Written consent of the First Mortgagee is also required if applicable

NOTES

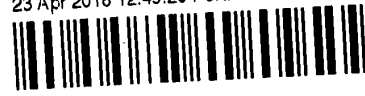
- DESCRIPTION OF LAND**
Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated.
Extent - Whole, part or balance of the land comprised in the Certificate of Title to be stated.
The Volume and Folio or Crown Lease number to be stated.
- ESTATE AND INTEREST**
State whether Fee Simple, Leasehold or as the case may be in the land being transferred. If share only, specify.
- TRANSFEROR**
State full name of the Transferor/Transferors (Registered Proprietor) as shown on the Certificate of Title or Crown Lease.
- CONSIDERATION**
If a sum of money only, to be expressed in figures and in every other case to be concisely stated in words.
- TRANSFeree**
State full name of the Transferee/Transferees (Purchaser) and the address/addresses to which future notices can be sent. If a minor, state date of birth. If two or more state tenancy eg;
 - Joint Tenants, (on the death of a joint tenant, the survivor(s) become(s) the registered proprietor(s) of the deceased's interest by applying to the Registrar of Titles).
 - Tenants in Common, (on the death of a tenant in common, their share is dealt with according to their will). If Tenants in Common specify shares.
- EXECUTION OF VERIFICATION OF IDENTITY AND AUTHORITY TO DEAL STATEMENT**
This Statement is requested under the Western Australian Registrar and Commissioner of Titles Joint Practice: Verification of Identity. The responsible Licensed Settlement Agent/ Lawyer is to complete and sign the Statement. Refer to the Chapter 14.4 of the Land Titles Registration Practice Manual.
- TRANSFeree'S TRANSFEROR'S EXECUTION**
Transferees and Transferors must sign their appropriate panel. A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an adult person. The full name, address and occupation of the witness must be stated.



EXAMINED

N880306 T

23 Apr 2018 12:49:20 Perth



TRANSFER

LODGED BY: _____
 ADDRESS: _____
 PHONE No. _____
 FAX No. _____
 REFERENCE No. _____
 ISSUING BOX No. _____

BAI GLOBAL PROPERTY
 PO BOX 25488 PERTH 6831
 ST GEORGES TCE WA
 DLI BOX 151B
 Tel: (08) 9214 6000 Fax: (08) 9226 2778

PREPARED BY: Diverse Conveyancing
 ADDRESS: PO Box 1054 HILLARYS WA 6025
 PHONE No. 9401 3769 FAX No. 6401 3591

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

1/3

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITHIN

1.	Letter	Received Item No.s
2.	cert party	
3.		2
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.

ATTESTATION SHEET

Dated this 23RD day of APRIL Year 2018

TRANSFEROR/S SIGN HERE (Note 7)

Signed by **PERRON DEVELOPMENTS PTY LTD (ACN 000 230 446)** by its Attorney **ROSS WILLIAM ROBERTSON** pursuant to a Power of Attorney dated 4 July 2013, being registered document number M334536, who declares that he has not received any notice of the revocation of the Power of Attorney, in the presence of:

Signature of Attorney: [Signature]

Signature of Witness: [Signature]

Full Name of Witness: M. WILLIAM ROBERTSON WILLIAMS

Address of Witness: C104 PLAIN ST EAST PERTH

Occupation of Witness: EXECUTIVE ASSISTANT

REQUEST FOR ISSUE/ NON-ISSUE (Instruction 4)

BY SIGNING PANEL, I/ WE THE TRANSFEREE REQUEST THE ISSUE / NON - ISSUE (DELETE AS REQUIRED) OF A DUPLICATE CERTIFICATE(S) OF TITLE FOR THE LAND ABOVE DESCRIBED.

[Large empty space for signature]

TRANSFEEE/S SIGN HERE (Note 7)

THE LODGING PARTY OF THIS DOCUMENT IS AUTHORISED BY THE ABOVE NAMED TRANSFEREE TO INSTRUCT ISSUING DETAILS FOR THE DUPLICATE CERTIFICATE(S) OF TITLE.

Signed by [Signature]
Sean Stefan Brand

Signed by [Signature]
Louisa Johanna Brand

In the presence of:
Witness sign: [Signature]

In the presence of:
Witness sign: [Signature]

Witness print Full Name: X KIM ANNE DAYNES

Witness print Full Name: X KIM ANNE DAYNES

Witness Address: X 4 MEUA COVE
CANNING VALE 6155

Witness Address: X 4 MEUA COVE
CANNING VALE 6155

Witness occupation: X ADVISER

Witness occupation: X ADVISER

Witness phone (B/H): X 0447 447 515

Witness phone (B/H): X 0447 447 515

6 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.

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;
- (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;
- (c) any solar hot water system or solar panels unless these are visually unobtrusive from adjacent streets and parks.

9 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).

10 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.

11 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.

12 Landscaping

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


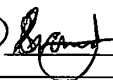

13 Rubbish

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

14 Laneway

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

The land subject to the burden of these covenants is the land hereby transferred ("Land"). 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 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.

Transferor X  Transferor X _____ Transferee X  Transferee X 

Sign

Sign

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

ADDITIONAL PAGE TO TRANSFER OF LAND

Dated 23/11/2018

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); together with
- (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;
- (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; and

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;
- (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 Detailed Area Plan

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 Detailed Area Plan applicable to the Land from time to time.

5 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.

Transferor X

Transferor X

Transferee X

Sign

Transferee X

Sign

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*. (Instruction 1 & 2)

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LICENSED SETTLEMENT AGENT/ LAWYER SIGN AND COMPLETE THIS STATEMENT (Note 6)

Western Australian Registrar and Commissioner of Titles Joint Practice: Verification of Identity
Transferor's Statement
PAUL MATTHEW WILSON

I _____ act for the Transferor /s named in this Transfer.
(Insert full name of Settlement Agent/Lawyer)

I have taken all reasonable steps to verify the identity of the natural person/s being the Transferor/s, or the natural person/s who sign/s on behalf of the Transferor/s.

I reasonably believe that those natural person/s have been identified.

I reasonably believe that those natural person/s have the authority to deal with the interest in land the subject of this Transfer.

Signed:  **PAUL MATTHEW WILSON**
Print Full Name of Settlement Agent/ Lawyer who signs the Statement

PARTNER
Position held

Hulk Ebsworth Lawyers
Business/ Company name of Settlement Agent/ Lawyer who signs the Statement

pwilson@hulk.com.au
Contact email address

TRANSFER OF LAND

DESCRIPTION OF LAND (Note 1)	EXTENT	VOLUME	FOLIO
LOT 834 ON DEPOSITED PLAN 403456	WHOLE	2875	104

ESTATE AND INTEREST (Note 2)
FEE SIMPLE

TRANSFEROR (Note 3)
PERRON DEVELOPMENTS PTY LTD (ACN 000 230 446)

CONSIDERATION (Note 4)
\$245,000.00

TRANSFeree (Note 5)
SEAN STEFAN BRAND AND LOUISA JOHANNA BRAND BOTH OF 34 Bellini Avenue ELLENBROOK WA 6069 AS JOINT TENANTS



Government of Western Australia
 Department of Finance
 Office of State Revenue

EV000714910-DUTY



Certificate of Duty

Transfer - FHOR - Vacant Land

Under Taxation Administration Act 2003
 Section 49, Special Tax Return Arrangement

Certificate Number:	1028901494	Certificate Issue Date:	19-04-2018
Bundle ID	180099801	Client Reference:	CB2018/0012
Transaction Date:	20-12-2017		
Dutiable Value:	\$245,000.00		
Duty:	\$0.00		

No Double Duty

Description of Property

Land in WA: Lot 834, Plan 403456 Volume/Folio: 2875/104

Seller(s) / Transferor(s): PERRON DEVELOPMENTS PTY LTD

Buyer(s) / Transferee(s): BRAND, SEAN STEFAN; and
 BRAND, LOUISA JOHANNA as joint tenants

Related Certificate Summary

Certificate Number	Certificate Date	Transaction Date	Bundle ID	Dutiable Value	Duty
1028901486	19-04-2018	20-12-2017	180099801	\$245,000.00	\$0.00

Our Ref: 690889

23 April 2018

Registrar of Titles
Landgate
PO Box 2222
MIDLAND WA 6936

EV000714991 LTR



Dear Registrar

Transfer of Land: Lot 834 on Deposited Plan 403456, being the whole of the land
comprised in Certificate of Title Volume 2875 Folio 104
Seller: Perron Developments Pty Ltd
Buyer: Sean Stefan Brand and Louisa Johanna Brand

I, Paul Matthew Wilson of Level 11, 167 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 3 and 4 of the said document, it is my opinion that each covenant in
the transfer of land is a restrictive covenant.

Please contact me on 9420 1519 if you have any queries in relation to this matter.

Yours sincerely

Paul Wilson
Partner
HWL Ebsworth Lawyers

+61 8 9420 1519
pwilson@hwle.com.au

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Canberra
Darwin
Hobart
Melbourne
Norwest
Perth
Sydney

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