

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



APPROVED BY  
THE REAL ESTATE INSTITUTE  
OF WESTERN AUSTRALIA (INC.)  
COPYRIGHT © REIWA 2022  
FOR USE BY REIWA MEMBERS  
000008471658



**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 **30 Woodville Road**  
Suburb **Haynes** State **WA** Postcode **6112**  
Lot **403** Deposited/~~Survey/Strata/Diagram~~ Plan **413471** Whole / ~~Part~~ Vol **2955** Folio **417**

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

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

### FINANCE CLAUSE IS APPLICABLE

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.**

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



APPROVED BY  
THE REAL ESTATE INSTITUTE  
OF WESTERN AUSTRALIA (INC.)  
COPYRIGHT © REIWA 2022  
FOR USE BY REIWA MEMBERS  
000008471658



## 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.

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



APPROVED BY  
THE REAL ESTATE INSTITUTE  
OF WESTERN AUSTRALIA (INC.)  
COPYRIGHT © REIWA 2022  
FOR USE BY REIWA MEMBERS  
000008471658



## 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> | NELANKA SHANAKA RATHNASIRI WEERAPURAGE |       |    |          |      |
| Address     | 3 Hurston Street                       |       |    |          |      |
| Suburb      | Forrestdale                            | State | WA | Postcode | 6112 |
| <b>Name</b> | WELISARAGE SHAMALKA NIRMALI FERNANDO   |       |    |          |      |
| Address     | 3 Hurston Street                       |       |    |          |      |
| Suburb      | Forrestdale                            | 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

The copyright of this Contract by Offer and Acceptance is the property of the Real Estate Institute of Western Australia (Inc.) ("REIWA") and neither the form nor any part of it may be used or reproduced by any method whatsoever or incorporated by reference or in any manner whatsoever in any other document without the consent of the REIWA.

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 **NELANKA SHANAKA RATHNASIRI WEERAPURAGE**

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name **WELISARAGE SHAMALKA NIRMALI FERNANDO**

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

# AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR MAJOR STRUCTURAL DEFECTS



APPROVED BY  
THE REAL ESTATE INSTITUTE  
OF WESTERN AUSTRALIA (INC.)  
COPYRIGHT © REIWA 2019  
FOR USE BY REIWA MEMBERS  
000007519513



## ANNEXURE A

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

30 Woodville Road, Haynes 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 **Registered Builder**     ~~Consultant~~. 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



APPROVED BY  
THE REAL ESTATE INSTITUTE  
OF WESTERN AUSTRALIA (INC.)  
COPYRIGHT © REIWA 2019  
FOR USE BY REIWA MEMBERS  
000006626711



## ANNEXURE B

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

30 Woodville Road, Haynes WA 6112

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

4PM on *\*complete one*

/  /  OR

("Date")

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

2955 417

**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 403 ON DEPOSITED PLAN 413471

**REGISTERED PROPRIETOR:**  
(FIRST SCHEDULE)

NELANKA SHANAKA RATHNASIRI WEERAPURAGE  
WELISARAGE SHAMALKA NIRMALI FERNANDO  
BOTH OF UNIT 2 5 HOLDER STREET ST JAMES WA 6102  
AS JOINT TENANTS

(T 0022549 ) REGISTERED 5/11/2018

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

1. RESTRICTIVE COVENANT BENEFIT - SEE DEPOSITED PLAN 413471 AND INSTRUMENT N963228
2. RESTRICTIVE COVENANT BURDEN - SEE DEPOSITED PLAN 413471 AND INSTRUMENT N963228
3. N963229 NOTIFICATION CONTAINS FACTORS AFFECTING THE WITHIN LAND. LODGED 27/9/2018.
4. N963230 NOTIFICATION CONTAINS FACTORS AFFECTING THE WITHIN LAND. LODGED 27/9/2018.
5. N963231 NOTIFICATION SECTION 165 PLANNING & DEVELOPMENT ACT 2005 LODGED 27/9/2018.
6. O022550 MORTGAGE TO NATIONAL AUSTRALIA BANK LTD REGISTERED 5/11/2018.

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: DP413471  
PREVIOUS TITLE: 2946-111  
PROPERTY STREET ADDRESS: 30 WOODVILLE RD, HAYNES.  
LOCAL GOVERNMENT AUTHORITY: CITY OF ARMADALE





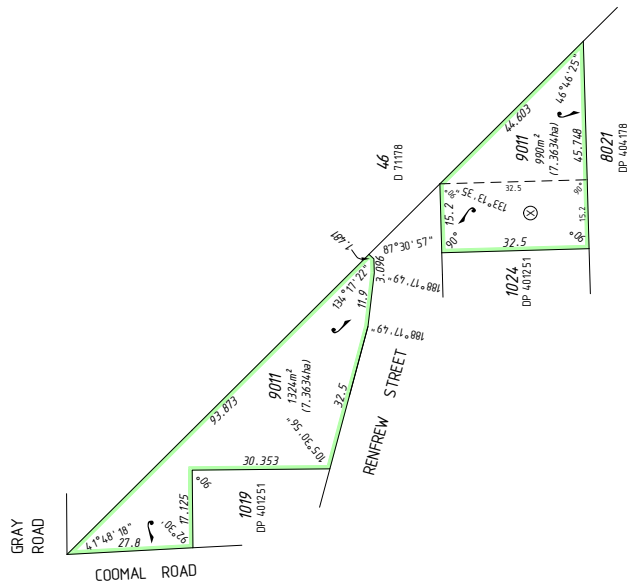




FOR HEADING SEE SHEET 1

INTERESTS AND NOTIFICATIONS

| SUBJECT | PURPOSE                       | STATUTORY REFERENCE                  | ORIGIN                  | LAND BURDENED               | BENEFIT TO                       | COMMENTS                                  |
|---------|-------------------------------|--------------------------------------|-------------------------|-----------------------------|----------------------------------|---|
| (3B) 1  | EASEMENT (Sewerage)           | SEC 167 OF THE P & D, ACT REG 33 (b) | DP 407251               | LOT 9011                    | WATER CORPORATION                |   |
| (3B) 2  | EASEMENT (Drainage)           | SEC 136C OF THE TLA                  | DP 407251               | LOT 1024, ON DP 407251      | LOT 9011                         |   |
| (3B) 3  | EASEMENT (Water Supply)       | SEC 167 OF THE P & D, ACT REG 33 (b) | DP 405419               | LOT 1062, ON DP 405419      | LOT 9011                         |   |
| (3B) 4  | EASEMENT (Drainage)           | SEC 195 OF THE L.A.A.                | DOC N623157             | LOT 9012                    | WATER CORPORATION                | PIPELINE                                  |
| (3B) 5  | EASEMENT (Drainage)           | SEC 167 OF THE P & D, ACT REG 33 (b) | DP 409187               | LOT 9011                    | CITY OF ARMADALE                 |   |
| (3B) 6  | EASEMENT (Sewerage)           | SEC 167 OF THE P & D, ACT REG 33 (b) | DP 409187               | LOT 9011                    | WATER CORPORATION                |   |
| (3B) 7  | EASEMENT (Water Supply)       | SEC 167 OF THE P & D, ACT REG 33 (b) | DP 69253                | LOT 9011                    | WATER CORPORATION                |   |
| (3B) 8  | EASEMENT (Electricity Supply) | SEC 167 OF THE P & D, ACT REG 33 (c) | DP 69253                | LOT 9012                    | ELECTRICITY NETWORKS CORPORATION |   |
| (3B) 9  | EASEMENT (Drainage)           | SEC 167 OF THE P & D, ACT REG 33 (b) | DP 404178               | LOT 9011                    | WATER CORPORATION                |   |
| (3C) 1  | EASEMENT (Electricity Supply) | SEC 167 OF THE P & D, ACT REG 33 (c) | THIS PLAN               | LOT 9011                    | ELECTRICITY NETWORKS CORPORATION |   |
|         | RESTRICTIVE COVENANT          | SEC 136D OF THE TLA                  | THIS PLAN & DOC N663228 | ALL LOTS EXCEPT 9011 & 9012 | ALL LOTS EXCEPT 9011 & 9012      |   |
|         | NOTIFICATION                  | SEC 70A OF THE TLA                   | DOC N663220             | ALL LOTS EXCEPT 9011 & 9012 | ALL LOTS EXCEPT 9011 & 9012      | WATER SENSITIVE URBAN DESIGN REQUIREMENTS |
|         | NOTIFICATION                  | SEC 70A OF THE TLA                   | DOC N663229             | ALL LOTS EXCEPT 9011 & 9012 | ALL LOTS EXCEPT 9011 & 9012      | RIGHT TURN RESTRICTION                    |
|         | NOTIFICATION                  | SEC 165 OF THE P & D ACT             | DOC N663231             | ALL LOTS EXCEPT 9011 & 9012 | ALL LOTS EXCEPT 9011 & 9012      | POSSIBLY BREEDING AREA                    |



MNG Ref - 97602dp-132e - Stage 5 - DP-413471.LSD

Charles Young  
2018.08.10 11:53:38 AM  
LICENSED SURVEYOR

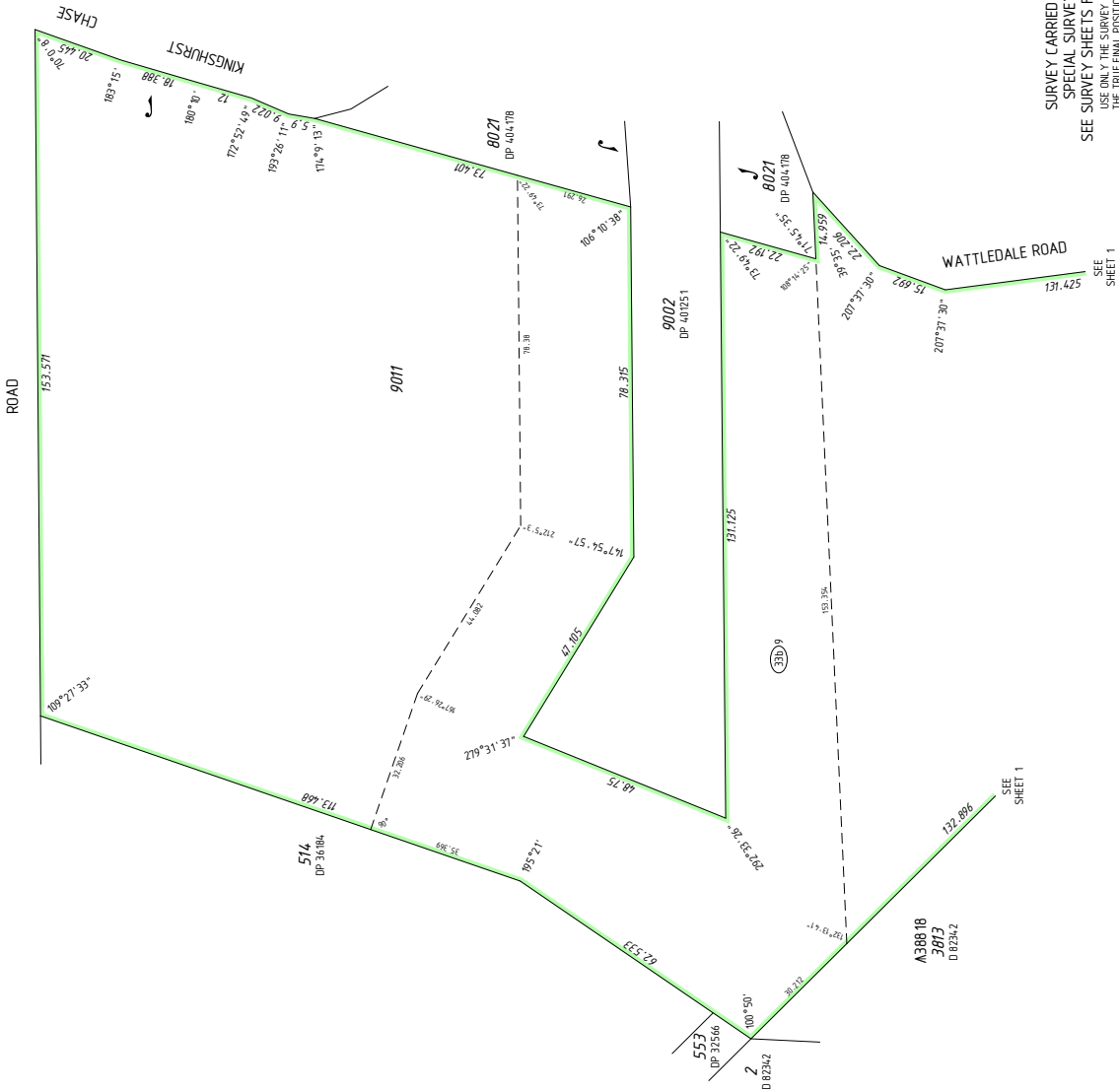
DEPOSITED PLAN  
**413471**  
SHEET 03 OF 07 SHEETS  
VERSION 1

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

SCALE 1:150 @ A2  
ALL DISTANCES ARE IN METRES

HELD BY LANDGATE IN DIGITAL FORMAT ONLY

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



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

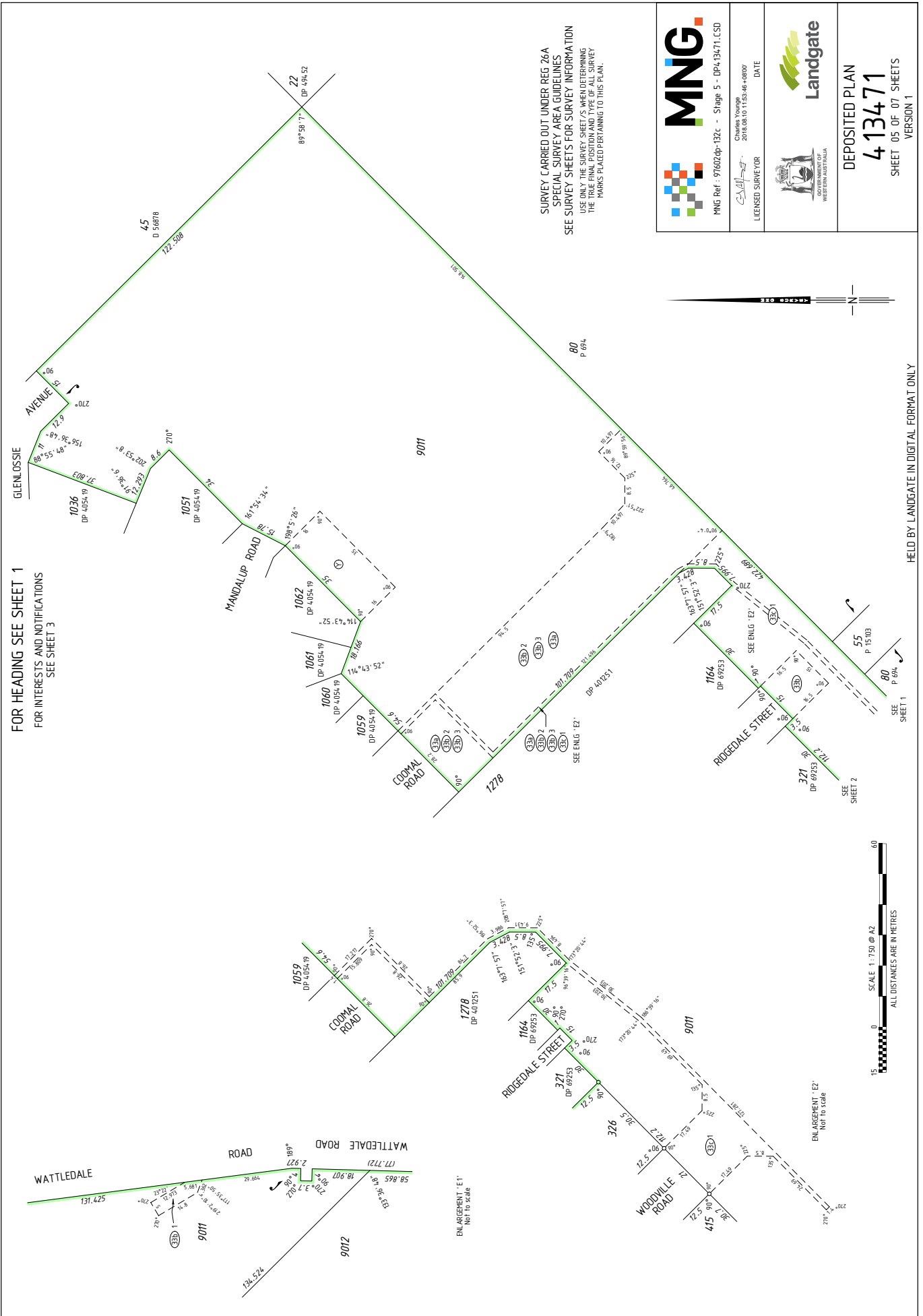


MNG Ref : 97602dp-132c - Stage 5 - DP-413471.LSD

Charles Young  
2018.08.10 11:53:41 +0800  
DATE  
LICENSED SURVEYOR



DEPOSITED PLAN  
**413471**  
SHEET 04 OF 07 SHEETS  
VERSION 1



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

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



MNG Ref - 97602dp-132c - Stage 5 - DP-413471.LSD

Charles Young  
2018.08.10 11:53:46+0800  
DATE  
LICENSED SURVEYOR



DEPOSITED PLAN  
**413471**  
SHEET 05 OF 07 SHEETS  
VERSION 1

HELD BY LANDGATE IN DIGITAL FORMAT ONLY

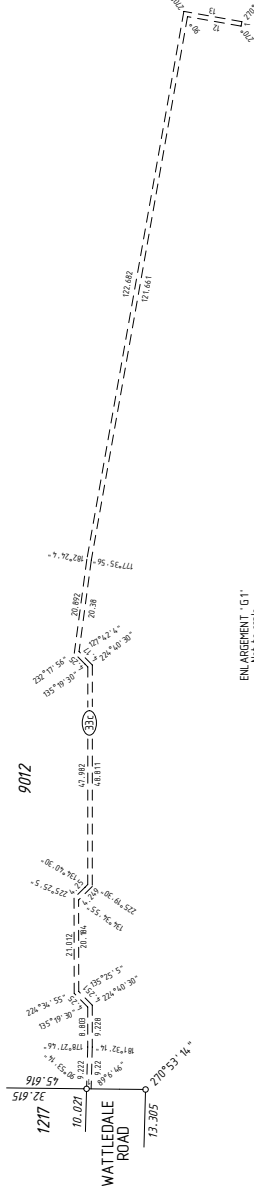


ENLARGEMENT 'E2'  
Not to scale

ENLARGEMENT 'E1'  
Not to scale



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



ENLARGEMENT "G1"  
Not to scale



MNG Ref : 971602dp-132e - Stage 5 - DP-4134/71.LSD

Charles Young  
2018.08.10 11:53:57 +0800  
DATE



DEPOSITED PLAN  
**413471**  
SHEET 07 OF 07 SHEETS  
VERSION 1

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

HELD BY LANDGATE IN DIGITAL FORMAT ONLY



**FOR SURVEY INFORMATION ONLY**  
**SURVEY INFORMATION COMPRISES**  
**SURVEY SHEET A**

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

GRID DATUM IS FBG94

AMENDMENTS TABLE (SURVEY SHEETS ONLY)

| VER. | AMENDMENT | AUTHORISED BY | DATE |
|------|-----------|---------------|------|
|      |           |               |      |

SURVEYOR'S CERTIFICATE - REG 54

I, **Martin J. COLE**  
 hereby certify that this plan is accurate and  
 is a correct representation of the -  
 a) "survey, and/or  
 b) "calculations from measurements  
 recorded in the field records,  
 (where it is applicable)  
 under the provisions of this plan  
 and that it complies with the relevant  
 written laws in relation to which it is  
 lodged.

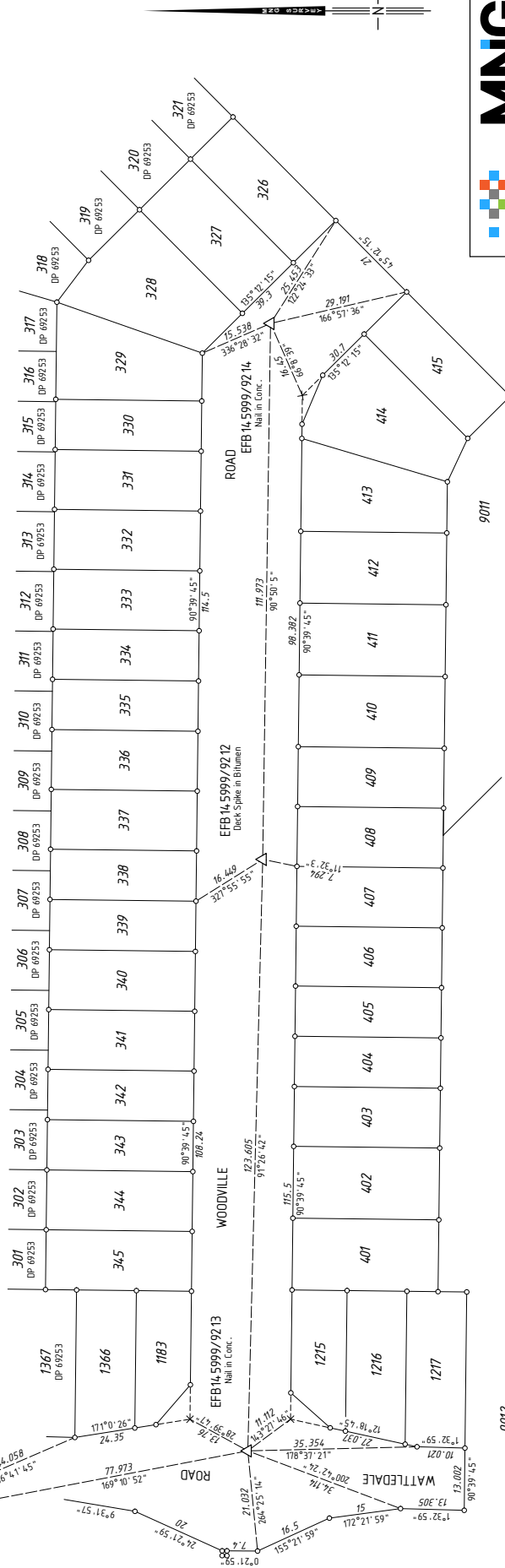
SURVEYOR'S CERTIFICATE - REG 55(d)

The marks shown on these plans of survey  
 were in place on 21/08/2018

**Martin Cole**  
 2018.08.28 15:24:47  
 +08'00'

LICENSED SURVEYOR DATE

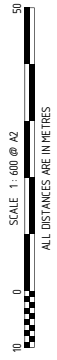
EFB 14.3794/9135  
 Nail in Conc.



DEPOSITED PLAN  
**413471**  
 SURVEY SHEET A  
 VERSION 1

- LEGEND**
- ▲ Standard Survey Mark (SSM)
  - △ Permanent Survey Mark (PSM)
  - ⊠ Temporary Control Mark (TCM)
  - Peg unless stated otherwise
  - ▲ Nail
  - Nail and Plate
  - Rivet
  - × Spike
  - Drill Hole
  - ⊗ Deck Spike
  - ⊠ Deck Spike and Plate

SURVEY SHEET PROCESSED  
 DATE: 16/04/2019 S.M.



HELD BY LANDGATE IN DIGITAL FORMAT ONLY

# Deposited Plan 413471

| Lot  | Certificate of Title | Lot Status | Part Lot |
|------|----------------------|------------|----------|
| 326  | 2955/395             | Registered |          |
| 327  | 2955/396             | Registered |          |
| 328  | 2955/397             | Registered |          |
| 329  | 2955/398             | Registered |          |
| 330  | 2955/399             | Registered |          |
| 331  | 2955/400             | Registered |          |
| 332  | 2955/401             | Registered |          |
| 333  | 2955/402             | Registered |          |
| 334  | 2955/403             | Registered |          |
| 335  | 2955/404             | Registered |          |
| 336  | 2955/405             | Registered |          |
| 337  | 2955/406             | Registered |          |
| 338  | 2955/407             | Registered |          |
| 339  | 2955/408             | Registered |          |
| 340  | 2955/409             | Registered |          |
| 341  | 2955/410             | Registered |          |
| 342  | 2955/411             | Registered |          |
| 343  | 2955/412             | Registered |          |
| 344  | 2955/413             | Registered |          |
| 345  | 2955/414             | Registered |          |
| 401  | 2955/415             | Registered |          |
| 402  | 2955/416             | Registered |          |
| 403  | 2955/417             | Registered |          |
| 404  | 2955/418             | Registered |          |
| 405  | 2955/419             | Registered |          |
| 406  | 2955/420             | Registered |          |
| 407  | 2955/421             | Registered |          |
| 408  | 2955/422             | Registered |          |
| 409  | 2955/423             | Registered |          |
| 410  | 2955/424             | Registered |          |
| 411  | 2955/425             | Registered |          |
| 412  | 2955/426             | Registered |          |
| 413  | 2955/427             | Registered |          |
| 414  | 2955/428             | Registered |          |
| 415  | 2955/429             | Registered |          |
| 1183 | 2955/430             | Registered |          |
| 1215 | 2955/431             | Registered |          |
| 1216 | 2955/432             | Registered |          |
| 1217 | 2955/433             | Registered |          |
| 1366 | 2955/434             | Registered |          |
| 9011 | 2955/435 (Cancelled) | Retired    |          |
| 9012 | 2955/436 (Cancelled) | Retired    |          |
| 0    | N/A                  | Retired    |          |
| 0    | N/A                  | Registered |          |
| 0    | N/A                  | Registered |          |



**INSTRUCTIONS**

1. This form may be used only when a 'Box Type' form is not provided or is unsuitable. It may be completed in narrative style.
2. If there is insufficient space Additional Sheet, Approval No B1191, should be used.
3. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
4. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.

**NOTES**

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

**EXAMINED**

**OFFICE USE ONLY**

**N963228 RC**

13 Aug 2018 14:44:01 Perth



LODGED BY

ADDRESS

**PO BOX 1605  
MORLEY WA 6062**

PHONE NO.

9272 7557

FAX NO.

9272 7549

REFERENCE

ISSUING BOX NO.

3032

PREPARED BY

**Minter Ellison**

ADDRESS

Allendale Square  
77 St Georges Terrace  
PERTH WA 6000

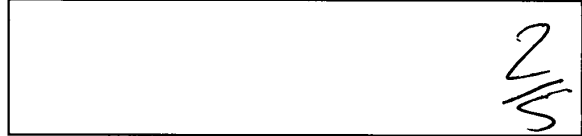
PHONE NO. (08) 6189 7895

FAX NO. (08) 6189 7995

REFERENCE

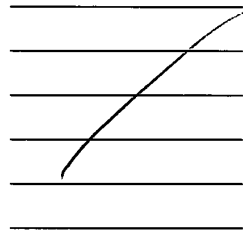
TRL: JLP: 1212453

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



TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

- 1.
- 2.
- 3.
- 4.
- 5.
- 3.



Received items

Nos.

0

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.



**ADDITIONAL PAGE TO DEED OF RESTRICTIVE COVENANT**

Springtime Riverside Stage 5 - (Deposited Plan 413471)

Page No. 1 of 1

Pages.

Dated

**REQUIRED CONSENT**

**Westpac Banking Corporation** being the Mortgagee named:


- (a) in Mortgage N847697 registered as an encumbrance over that part of the Land comprising Lot 9010 on Deposited Plan 69253, part of the land in Certificate of Title Volume 2946 Folio 111; and
- (b) in Mortgage N847697 registered as an encumbrance over that part of the Land comprising Lot 9003 on Deposited Plan 404178, part of the land in Certificate of Title Volume Folio

HEREBY CONSENTS to this Deed.

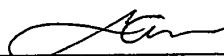
Dated 9<sup>th</sup> August 2018

SIGNED on behalf of  
WESTPAC BANKING CORPORATION  
by its attorney(s) under power of attorney  
dated 17 January 2001 registered book  
H663334 in the presence of:

)  
) By executing this document the attorney  
) states that they have received no notice of  
) revocation of the power of attorney  
)  
)

  
\_\_\_\_\_  
Witness (signature)

ANDREW ANTHONY POWELL  
\_\_\_\_\_  
Name of Witness (print name)

  
\_\_\_\_\_  
Attorney (signature)  
LISA CHI LOH

Tier 3  
\_\_\_\_\_  
Name and Tier of Attorney (print)



**EXECUTED as a Deed**

Executed by **DAWS & SON PTY LTD (ACN 008 749 942)** in accordance with section 127 of the Corporations Act by authority of its directors

Signature of director

NICHOLAS SHERRIN Daws  
Name of director (print)

Signature of director/company secretary  
(Please delete as applicable)

GRAHAM RICHARD Daws  
Name of director/company secretary (print)

ME\_150303142\_2



## Encumbrances

- (a) As to that part of the Land comprising Lot 9010 - Mortgage N847697 to Westpac Banking Corporation.
- (b) As to that part of the Land comprising Lot 9003 - Mortgage N847697 to Westpac Banking Corporation.

ME\_150303142\_2

### **3.4 Fencing**

- (a) construct or permit to be constructed on the Lot any front fence or fence forward of the front face brickwork of the house, or adjoining house with a greater front set back, unless the front fencing as viewed from the street or a public space is less than 1.8 metres high and is at least 50% visually permeable above 900mm high and constructed:
  - (i) predominantly of the same material as the main dwelling, being of limestone, rendered concrete, clay brick or other similar material; and
  - (ii) with materials and colours that are consistent or complementary to the primary street elevation finishes;
- (b) erect or permit to be erected any boundary fencing unless it is constructed of Colorbond 'Wavelock' in 'Grey Ridge' colour or constructed from masonry or brick predominantly in the same style or construction as the house;
- (c) take or permit any action to be taken to alter, mark or remove any wall or fence constructed by Daws on or about any of the boundaries of the Lot, permit such wall or fence to become damaged, unsafe or fall into a state of disrepair, permit any roots or any tree, plant or building or other thing on the Lot to cause such wall or fence to become structurally unsound and alter such wall or fence without the prior written consent of Daws;
- (d) alter the surface level of the Lot without the express permission of Daws; and
- (e) occupy the Lot prior to completion of the fencing.

### **3.5 Landscaping**

- (a) permit garden areas on the Lot and within public view to remain unlandscaped after 3 months of occupation of any house on the Lot, including adjoining road verges; and
- (b) in the case of display homes, permit the garden areas on the Lot to remain unlandscaped following practical completion of the display home.

### **3.6 Repairs**

carry out or permit to be carried out on the Lot any repairs, restorations or wrecking of any motor vehicle, boat, trailer or any other vehicle unless screened from public view at all times.

ME\_150303142\_2

## SCHEDULE

### 1. Land

- (a) Part of Lot 9003 on Deposited Plan 404178, being part of the land in Certificate of Title Volume Folio (Lot 9003); and
- (b) Part of Lot 9010 on Deposited Plan 69253, being part of the land in Certificate of Title Volume 2946 Folio 111 (Lot 9010).

### 2. Lots

Lots 326 to 345 (inclusive), 401 to 415 (inclusive), 1183, 1215 to 1217 (inclusive) and 1366 on the Plan.

### 3. Protective Covenant

The proprietors of each of the Lots will not:

#### 3.1 Dwelling

construct or permit to be constructed on the Lot any house unless the house:

- (a) demonstrates strong architectural character and incorporates the use of colour and materials to provide considerable interest and individuality particularly the front elevation;
- (b) has a clearly defined entry;
- (c) has a facade treatment with a feature element and degree of articulation designed to avoid straight flat sections to front walls; and
- (d) is constructed in accordance with the Wungong Urban Project and is guided by the Armadale Redevelopment Scheme No 2 and the Wungong Urban Water Project Area Design Guidelines (draft).

#### 3.2 Parking and storeroom

construct or permit to be constructed on the Lot:

- (a) a driveway and the crossover between the road and the parking area on the Lot which are not constructed and completed prior to occupation of the house;
- (b) a driveway and crossover which is not constructed of segregated pavers or quality in-situ concrete finished with a pattern or limestone washed aggregate or similar; or
- (c) a driveway which is wider than 6 metres at the street boundary of the Lot or less than 0.6 metres to the side boundary.

#### 3.3 Appearance

erect or permit to be erected on the Lot:

- (a) a letter box that is not clearly numbered, constituted to match the style, colour and materials of the house; or
- (b) a 'for sale' sign for a period of 2 years after the settlement date for the sale of the Lot unless the Lot is used for the purpose of a display home.

ME\_150303142\_2

- (d) An obligation, covenant, representation or warranty on the part of 2 or more persons binds them jointly and each of them severally.
- (e) A reference to any thing includes the whole or any part of that thing and a reference to a group of things or persons includes each thing or person in that group.
- (f) A reference to a clause or paragraph, the Schedule or an annexure is a reference to a clause or paragraph in this Deed and the Schedule and the relevant annexure to this Deed respectively.
- (g) The index and all headings has been included for ease of reference only and they are not to be used to construe or interpret any part of this Deed.

**2. SECTION 136D OF THE TRANSFER OF LAND ACT 1893**

Pursuant to section 136D of the *Transfer of Land Act 1893*, Daws requires each certificate of title which issues for the Lots to be encumbered by the Protective Covenant.

**3. LAND TO BE BURDENED BY THE PROTECTIVE COVENANT**

Daws intends the burden of the Protective Covenant to:

- (a) run with the land described in the certificates of title for the Lots; and
- (b) be enforceable by Daws and each and every subsequent registered proprietor of the Lots.

**4. LAND TO BE BENEFITED BY THE PROTECTIVE COVENANT**

Daws intends the benefit of the Protective Covenant to be for the Lots.

**5. TERM OF THE PROTECTIVE COVENANT**

The Protective Covenant shall expire and cease to have effect from and including 5 years from the date of issue of the certificates of title to the Lots.

WESTERN AUSTRALIA  
TRANSFER OF LAND ACT 1893 AS AMENDED

**BLANK INSTRUMENT FORM**

DEED OF RESTRICTIVE COVENANT – Springtime  
Riverside Stage 5 - (Deposited Plan 413471)

(Note 1)

DEED dated 8 August 2018

BY **DAWS & SON PTY LTD ACN 008 749 942** of Level 4, 72 Kings Park Road, West Perth,  
Western Australia (**Daws**)

**RECITALS**

- A. Daws is the registered proprietor of the Land.
- B. Daws intends to subdivide the Land.
- C. Pursuant to section 136D of the *Transfer of Land Act 1893* Daws requires the Lots to be encumbered by the Protective Covenant so that the Protective Covenant will be noted on the Plan and when individual certificates of title issue for the Lots, the burden of the Protective Covenant is to be registered as an encumbrance on the certificates of title.

**OPERATIVE PART**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Deed, unless the context otherwise requires or a contrary intention appears:

**Land** means the land described in item 1 of the Schedule;

**Lots** means the lots described in item 2 of the Schedule;

**Plan** means Deposited Plan 413471;

**Protective Covenant** means the restrictive covenant specified in item 3 of the Schedule; and

**Schedule** means the Schedule to this Deed.

**1.2 Interpretation**

- (a) A reference to a person includes a reference to the person's personal representatives, executors, administrators, successors and assigns and a reference to a corporation includes a reference to the corporation's successors and assigns.
- (b) A reference to any person if that person ceases to exist or is reconstituted, renamed or replaced or its powers or functions are transferred to any other person, refers respectively to the person established or constituted in its place or succeeding to its powers or functions.
- (c) An obligation, covenant, representation or warranty in favour of 2 or more persons is for the benefit of them jointly and each of them severally.





**Document Notes:**

IMPORTANT: THIS PAGE FORMS PART OF DOCUMENT [N963228] AND MAY CONTAIN REFERENCES TO AMENDMENTS OR CORRECTIONS TO THE DOCUMENT

---

27/9/2018 15:04:33

Registration date amended to 27.9.2018 at 9.00 hours due to lot sync process. See letter from lodging party in Application N963227.

N963231 NO

13 Aug 2018 14:44:01 Perth



**NOTIFICATION**

LODGED BY

HEIDI HUNTER SETTLEMENTS  
ADDRESS PO BOX 1605  
MORLEY WA 6062

PHONE NO. 92727597

FAX NO. 9227549

REFERENCE NO. 97602 Stage 5

ISSUING BOX NO. 303e

PREPARED BY McMullen Nolan Group Pty Ltd

ADDRESS PO Box 3526  
SUCCESS WA 6964

PHONE NO. 6436 1599

FAX NO.

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

*5/15*

TITLES, LEASES, DECLARATIONS ETC LODGED  
HEREWITH

- 1. \_\_\_\_\_ Received items
- 2. \_\_\_\_\_ Nos. *0*
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_
- 6. \_\_\_\_\_ Receiving Clerk *[Signature]*

ENDORISING INSTRUCTIONS

EXAMINED

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

Initials of signing officer

**REGISTRAR OF TITLES**





TO REGISTRAR OF TITLES  
REGISTRAR OF DEEDS AND TRANSFERS

**NOTIFICATION**

PLANNING AND DEVELOPMENT ACT 2005

THE LAND SET OUT IN THE  
SCHEDULE IS LAND TO WHICH SECTION 165 OF  
THE PLANNING AND DEVELOPMENT ACT 2005 APPLIES

**SCHEDULE**

| DESCRIPTION OF LAND                                  | EXTENT | VOLUME | FOLIO |
|--|--------|--------|-------|
| ALL LOTS EXCEPT 9011 & 9012 ON DEPOSITED PLAN 413471 |        |        |       |

REGISTERED PROPRIETOR OF LAND

DAWS & SON PTY LTD OF LEVEL 4, 72 KINGS PARK ROAD, WEST PERTH

HAZARDS OR OTHER FACTORS SERIOUSLY AFFECTING THE LAND

THIS LOT IS IN CLOSE PROXIMITY TO KNOWN MOSQUITO BREEDING AREAS. THE PREDOMINANT MOSQUITO SPECIES IS KNOWN TO CARRY VIRUSES AND OTHER DISEASES.

Dated this 9 day of August 2018

For: WESTERN AUSTRALIAN PLANNING COMMISSION

**Rosa Rigali**  
Planning Administration Team Leader  
Perth, Peel Planning - Department of Planning



**Document Notes:**

IMPORTANT: THIS PAGE FORMS PART OF DOCUMENT [N963231] AND MAY CONTAIN REFERENCES TO AMENDMENTS OR CORRECTIONS TO THE DOCUMENT

---

27/9/2018 15:05:15

Registration date amended to 27.9.2018 at 9.00 hours due to lot sync process. See letter from lodging party in Application N963227.



**INSTRUCTIONS**

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

**NOTES**

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



EXAMINED

**N963229 NR**

13 Aug 2018 14:44:01 Perth



**NOTIFICATION**

LODGED BY

ADDRESS **HEIDI HUNTER SETTLEMENTS  
PO BOX 1605**

PHONE No. **MORLEY WA 6062**

FAX No. **9272 7557  
9272 7549**

REFERENCE No. 97602 Stage 5

ISSUING BOX No. **303e**

PREPARED BY McMullen Nolan Group Pty Ltd

Level 1, 2 Sabre Crescent, Jandakot  
ADDRESS WA 6164

PHONE No. 6436 1599

FAX No. 6436 1500

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

*[Handwritten signature]*

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

|    |                  |                                  |
|----|------------------|----------------------------------|
| 1. | <del>_____</del> | Received Items                   |
| 2. | <del>_____</del> | Nos:                             |
| 3. | <del>_____</del> |                                  |
| 4. | <del>_____</del> | Signed for and on behalf of the  |
| 5. | <del>_____</del> | CLERK OF THE LANDS ACT           |
| 6. | <del>_____</del> | Receiving Clerk of the Lands Act |

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

Office of the Registrar General  
Western Australia

# NOTIFICATION UNDER SECTION 70A

DESCRIPTION OF LAND (Note 1)

ALL LOTS EXCEPT 9011 & 9012 ON DEPOSITED PLAN 413471

EXTENT

VOLUME

FOLIO

REGISTERED PROPRIETOR (Note 2)

DAWS & SON PTY LTD OF LEVEL 4, 72 KINGS PARK ROAD, WEST PERTH

LOCAL GOVERNMENT / PUBLIC AUTHORITY (Note 3)


MAIN ROADS WESTERN AUSTRALIA

FACTOR AFFECTING USE OR ENJOYMENT OF LAND (Note 4)

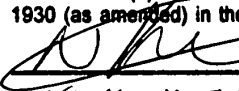
THE RIGHT TURN MOVEMENT CONSTRUCTED, OR PROPOSED FOR CONSTRUCTION, AT THE INTERSECTION OF ARMADALE RD AND COOMAL RD IS TEMPORARY IN NATURE AND SHALL BE RETURNED TO A LEFT IN LEFT OUT INTERSECTION UNLESS DETERMINED BY THE RELEVANT AUTHORITIES.

Dated this 9 day of August Year 2018

LOCAL GOVERNMENT/PUBLIC AUTHORITY ATTESTATION (Note 5)

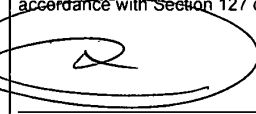
Richard Wolski   
**LAND ADMINISTRATION MANAGER**  
 Main Roads Western Australia

Signed for and on behalf of the  
**COMMISSIONER OF MAIN ROADS** by  
 the officer duly delegated this authority by  
 the Commissioner of Main Roads under  
 Section 10B (1) of the Main Roads Act  
 1930 (as amended) in the presence of:

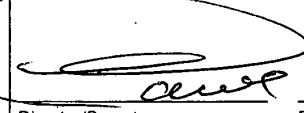
 (Signature)  
NICK KITIN. (Full Name)  
 Officer Main Roads Western Australia

REGISTERED PROPRIETOR/S SIGN HERE (Note 6)

Executed by DAWS & SONS PTY LTD (ACN 009 065 267) in  
 accordance with Section 127 of the Corporations Act.

  
 Director

NICHOLAS  
SHERRIN  
DAWS.  
 Print Name

  
 Director/Secretary

GRAHAM RICHARD  
DAWS  
 Print Name



**Document Notes:**

IMPORTANT: THIS PAGE FORMS PART OF DOCUMENT [N963229] AND MAY CONTAIN REFERENCES TO AMENDMENTS OR CORRECTIONS TO THE DOCUMENT

---

27/9/2018 15:05:01

Registration date amended to 27.9.2018 at 9.00 hours due to lot sync process. See letter from lodging party in Application N963227.

**INSTRUCTIONS**

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

**NOTES**

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



EXAMINED

**N963230 NR**

13 Aug 2018 14:44:01 Perth



**NOTIFICATION**

LODGED BY

ADDRESS **HEIDI HUNTER SETTLEMENTS**  
**PO BOX 1605**  
**MORLEY WA 6062**

PHONE No.

92727557

FAX No.

92727549

REFERENCE No. 97602 Stage 5

ISSUING BOX No.

330

PREPARED BY

McMullen Nolan Group Pty Ltd

Level 1, 2 Sabre Crescent, Jandakot  
ADDRESS WA 6164

PHONE No. 6436 1599

FAX No. 6436 1500

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

4/5<sup>2</sup>

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

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

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





# NOTIFICATION UNDER SECTION 70A

DESCRIPTION OF LAND (Note 1)

ALL LOTS EXCEPT 9011 & 9012 ON DEPOSITED PLAN 413471

EXTENT

VOLUME

FOLIO

REGISTERED PROPRIETOR (Note 2)

DAWS & SON PTY LTD OF LEVEL 4, 72 KINGS PARK ROAD, WEST PERTH

LOCAL GOVERNMENT / PUBLIC AUTHORITY (Note 3)

CITY OF ARMADALE


FACTOR AFFECTING USE OR ENJOYMENT OF LAND (Note 4)

RESIDENTIAL LOTS ARE REQUIRED TO RETAIN 6 MM OF STORMWATER RUNOFF GENERATED ON THE LOT IN THE FRONT SETBACK AREA WITHIN THE BOUNDARY OF THE LOT. EXCESS STORMWATER RUNOFF SHOULD BE DIVERTED TO THE STREET DRAINAGE SYSTEM IN ACCORDANCE WITH THE CITY'S GUIDANCE DOCUMENT "SPRINGTIME RIVERSIDE STORMWATER DRAINAGE". REFERENCE SHOULD BE MADE TO THE WATER SENSITIVE URBAN DESIGN REQUIREMENTS PRIOR TO THE ISSUE OF PLANNING ADVICE OR DEVELOPMENT APPROVAL BY THE METROPOLITAN REDEVELOPMENT AUTHORITY OR BUILDING PERMIT BY THE CITY OF ARMADALE, TO ENSURE THE REQUIREMENTS OF THE APPROVED URBAN WATER MANAGEMENT PLAN ARE BEING MET.


Dated this 9 day of August Year 2018

LOCAL GOVERNMENT/PUBLIC AUTHORITY ATTESTATION (Note 5)

Executed by the City of Armadale  
By Kevin Ketterer




Executive Director Technical Services



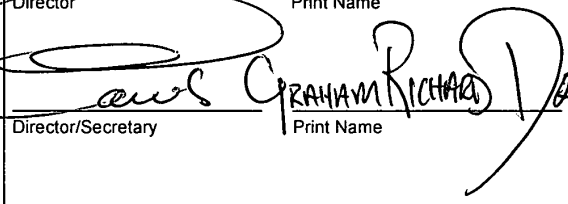
City of Armadale  
Locked Bag 2  
Armadale WA 6992

REGISTERED PROPRIETOR/S SIGN HERE (Note 6)

Executed by DAWS & SONS PTY LTD (ACN 009 065 267) in accordance with Section 127 of the Corporations Act.

  
Director

NICHOLAS SHERRIN DAWS  
Print Name

  
Director/Secretary

GRAHAM RICHARDS  
Print Name



**Document Notes:**

IMPORTANT: THIS PAGE FORMS PART OF DOCUMENT [N963230] AND MAY CONTAIN REFERENCES TO AMENDMENTS OR CORRECTIONS TO THE DOCUMENT

---

27/9/2018 15:05:08

Registration date amended to 27.9.2018 at 9.00 hours due to lot sync process. See letter from lodging party in Application N963227.

**INSTRUCTIONS**

1. Page 2 of this document may be used:
- 1.1 If insufficient space in any section hereon; Appropriate headings should be shown. The boxed sections should only contain the words "see page..."
- 1.2 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 initialed by all parties.
2. 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.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialed by the persons signing this document and their witnesses.
4. 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**

1. **DESCRIPTION OF LAND**  
Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated. Extent - Whole, part or balance of the land comprised in the Certificate of Title to be stated. The Volume and Folio or Crown Lease number, to be stated.
2. **ESTATE AND INTEREST**  
State whether Fee Simple, Leasehold or as the case may be in the land being transferred. If share only, specify.
3. **TRANSFEROR**  
State full name of the Transferor/Transferors (Registered Proprietor) as shown on the Certificate of Title or Crown Lease.
4. **CONSIDERATION**  
If a sum of money only, to be expressed in figures and in every other case to be concisely stated in words.
5. **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.
6. **TRANSFeree'S TRANSFEROR'S EXECUTION**  
Transferee's and Transferor's 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. Execution by a corporation or body corporate must be in accordance with the *Corporations Act 2001*.



OFFICE USE ONLY

**0022549 T**

05 Nov 2018 08:53:50 Perth



**TRANSFER**

LODGED BY

ADDRESS

NATIONAL AUSTRALIA BANK LTD  
ABN 12 004 044 937

PHONE No.

100 ST GEORGES TERRACE  
PERTH WA 6000

FAX No.

TEL: 9212 7904 FAX: 1300 736 218  
ISSUING BOX No. 126A

REFERENCE No.

ISSUING BOX No.

PREPARED BY

Vicki Philipoff Settlements

183285 CXL

ADDRESS

PO BOX 1800  
WEST PERTH WA 6872

carly@vickiphilipoff.com.au

PHONE No.

6311 4888

FAX No.

6311 4899

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

213

TITLES, LEASES, DECLARATIONS ETC. LODGED HERewith

|    |                  |  |
|----|------------------|--|
| 1. | <u>Wax 2</u>     | Received Items   |
| 2. | <u>Philipoff</u> | Nos.   |
| 3. | _____            | <div style="font-size: 2em; border: 1px solid black; border-radius: 50%; width: 40px; height: 40px; display: flex; align-items: center; justify-content: center;"> <span style="font-size: 1.5em;">3</span> </div> |
| 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 2<sup>nd</sup> day of November Year 2018


TRANSFEROR/S SIGN HERE (Note 6)

Executed by: Daws & Son Pty Ltd A.C.N. 008 749 942  
 by authority of its Directors and pursuant to section 127 of the Corporations Law by



Director Sign

NICHOLAS STERRIN Daws  
 Print Full Name



Director & Secretary Sign

GRAHAM RICHARD Daws  
 Print Full Name

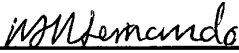
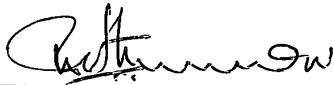


REQUEST FOR ISSUE / NON-ISSUE (Instruction 4)

BY SIGNING THIS 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.

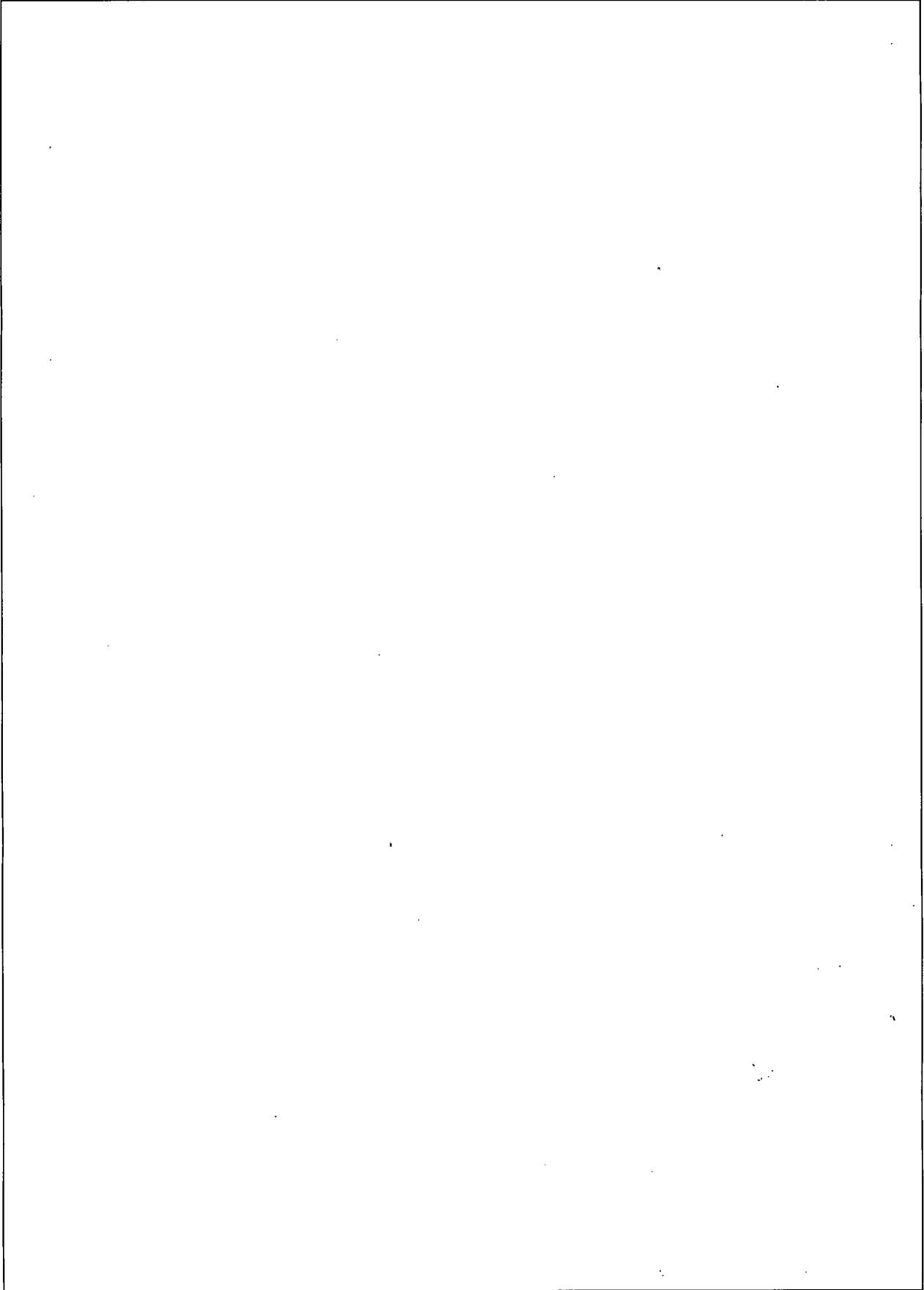
Signed \_\_\_\_\_ Signed \_\_\_\_\_

TRANSFEREE/S SIGN HERE (Note 6)

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

|   |   |
|---|---|
| Signed by:  | Signed by:  |
|  |   |
| In the presence of:   | In the presence of:   |
| Witness sign:   | Witness sign:   |
|  |  |
| Witness print Full Name: <u>Carly Nell Lamperd</u>                                  | Witness print Full Name: <u>Carly Nell Lamperd</u>                                    |
| Witness Address:  | Witness Address:  |
| Witness occupation: <u>Licensed Settlement Agent</u>                                | Witness occupation: <u>Licensed Settlement Agent</u>                                  |
| Witness phone (B/H): <u>Vicki Philipoff Settlements</u>                             | Witness phone (B/H): <u>Vicki Philipoff Settlements</u>                               |
| <u>32 Delhi Street, West Perth 6005</u>   | <u>32 Delhi Street, West Perth 6005</u>   |
| <u>Telephone: (08) 6311 4888</u>  | <u>Telephone: (08) 6311 4888</u>  |

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 affecting the land under the *Transfer of Land Act 1893*. (Instruction 1 & 2)



## TRANSFER OF LAND

DESCRIPTION OF LAND (Note 1)

|                                  | EXTENT | VOLUME | FOLIO |
|----------------------------------|--------|--------|-------|
| LOT 403 ON DEPOSITED PLAN 413471 | WHOLE  | 2955   | 417   |

ESTATE AND INTEREST (Note 2)

|            |
|------------|
| FEE SIMPLE |
|------------|

TRANSFEROR (Note 3)

|                                      |
|--------------------------------------|
| DAWS & SON PTY LTD (ACN 008 749 942) |
|--------------------------------------|

CONSIDERATION (Note 4)

|              |
|--------------|
| \$187,000.00 |
|--------------|

TRANSFeree (Note 5)

|   |
|---|
| NELANKA SHANAKA RATHNASIRI WEERAPURAGE AND WELISARAGE SHAMALKA NIRMALI FERNANDO<br>BOTH OF UNIT 2, 5 HOLDER STREET ST JAMES WA 6102<br>AS JOINT TENANTS |
|---|



# Certificate of Duty

## Transfer - Residential Rate

Taxation Administration Act 2003

Section 49, Special Tax Return Arrangement

|                     |                   |                         |            |
|---------------------|-------------------|-------------------------|------------|
| Certificate Number: | 1029711169        | Certificate Issue Date: | 02-11-2018 |
| Bundle ID           | 182081948         | Client Reference:       | 183285     |
| Transaction Date:   | 17-07-2018        |                         |            |
| Dutiable Value:     | \$187,000.00      |                         |            |
| <b>Duty:</b>        | <b>\$4,541.00</b> |                         |            |

### No Double Duty

#### Description of Property

Land in WA: Lot 403, Plan 413471 Volume/Folio: 2955/417

Seller(s) / Transferor(s): DAWS & SON PTY LTD

Buyer(s) / Transferee(s): WEERAPURAGE, NELANKA SHANAKA RATHNASIRI; and  
 FERNANDO, WELISARAGE SHAMALKA NIRMALI as joint tenants

#### Related Certificate Summary

| Certificate Number | Certificate Date | Transaction Date | Bundle ID | Dutiable Value | Duty       |
|--------------------|------------------|------------------|-----------|----------------|------------|
| 1029711151         | 02-11-2018       | 17-07-2018       | 182081948 | \$187,000.00   | \$4,541.00 |









HSV Settlements PTY LTD  
T/A Heidi Hunter Settlements  
ACN 137 288 987

30 October 2018

EV000898059 VOI



Registrar of Titles  
Landgate  
PO Box 2222  
MIDLAND WA 6936

Settlement Agents Statement

Name of client (s) identified: **DAWS & SON PTY LTD**  
**DIRECTOR: NICHOLAS SHERRIN DAWS**  
**DIRECTOR & SECRETARY: GRAHAM RICHARD DAWS**

Both Presently of: **LEVEL 4, 72 KINGS PARK ROAD, WEST PERTH**  
Address of property being sold: **LOT 403 WOODVILLE ROAD HAYNES**

Place and date where identification occurred: **HEIDI HUNTER SETTLEMENTS**  
**4A/2 MULGUL ROAD**  
**MALAGA WA 6090**  
**9 SEPTEMBER 2017**

I have taken all reasonable steps to verify the identity of my client (s); and

I reasonably believe my client (s) has/have been identified; and

I reasonably believe my client (s) has/have the authority to deal with the interest in the land the subject to this transaction: Transfer of Land

**Lot 403 on Deposited Plan 413471**

**Volume 2955 Folio 417**

Yours Faithfully

Heidi Hunter  
Conveyancer  
PO Box 1605, Morley WA 6062  
[heidi@heidihuntersetts.com.au](mailto:heidi@heidihuntersetts.com.au)  
08 9272 7557

Licensed Real Estate Settlement Agent  
[www.heidihuntersetts.com.au](http://www.heidihuntersetts.com.au)

4a/2 Mulgul Road  
Malaga WA 6090  
PO Box 1605  
Morley WA 6062

Phone: 08 9272 7557  
Fax: 08 9272 7549  
Email: [heidihunter@westnet.com.au](mailto:heidihunter@westnet.com.au)





SETTLE WITH EASE

2 November 2018

Our ref: 183285 CXL

REGISTRAR AND COMMISSIONER OF TITLES  
LANDGATE  
PO BOX 2222  
MIDLAND WA 6936

32 Delhi Street, West Perth  
PO Box 1800 West Perth WA 6872  
Telephone +618 6311 4888  
Facsimile +618 6311 4899  
Email info@vickiphilpoff.com.au  
www.vickiphilpoff.com.au



**Settlement Agents Statement**

Name of client (s) identified: NELANKA SHANAKA RATHNASIRI WEERAPURAGE  
WELISARAGE SHAMALKA NIRMALI FERNANDO

Presently of: Unit 2, 5 Holder Street ST JAMES WA 6102  
Address of property being bought: Lot 403, Woodville Road, HAYNES

Place and date where identification occurred: Australia on 27/09/2018

I have taken all reasonable steps to verify the identity of my client (s); and

I reasonably believe my client (s) has/have been identified; and

I reasonably believe my client (s) has/have the authority to deal with the interest in the land the subject to this transaction: Transfer of Land, Lot 403 on Deposited Plan 413471 on Volume Folio Number 2955/417

Yours faithfully

Carly Lamperd  
Licensed Conveyancer  
32 Delhi Street WEST PERTH WA Australia  
08 6311 4843  
carly@vickiphilpoff.com.au

EV000898060 VOI



Members of: Australian Institute of Conveyancers (WA) Division  
Strata Titles Institute of WA  
Property Council of Australia  
Real Estate Institute of WA

Independent Settlement Agents Association (Inc)  
Urban Development Institute of Australia  
Chamber of Commerce

INDEPENDENT REAL ESTATE SETTLEMENT AGENCY  
Licensee: Vicki Philipoff Settlements Pty Ltd  
T/F The V Philipoff Family Discretionary Trust No 2 T/A Vicki Philipoff Settlements  
ACN 085 689 470 ABN 11 105 947 750



