

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



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

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

As Agent for the Seller / ~~Buyer~~

THE BUYER

Name _____
Address _____
Suburb _____ State _____ Postcode _____

Name _____
Address _____
Suburb _____ State _____ Postcode _____

EMAIL: The Buyer consents to Notices being served at: _____

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

Sole owner Joint Tenants Tenants in Common specify the undivided shares _____

SCHEDULE

The **Property** at:
Address **12 Syon Way**
Suburb **Piara Waters** State **WA** Postcode **6112**
Lot **834** Deposited/~~Survey/Strata/Diagram~~/Plan **403456** Whole / ~~Part~~ Vol **2875** Folio **104**

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

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

Purchase Price _____

Settlement Date _____

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

GST WITHHOLDING

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

FINANCE CLAUSE IS APPLICABLE

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

FINANCE CLAUSE IS NOT APPLICABLE

Signature of the Buyer if Finance Clause IS NOT applicable

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

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CONDITIONS

1. SUBJECT TO FINANCE

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

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

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

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

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

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

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

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

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

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

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

1.4 Finance Approval: Approval Notice Given

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

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

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

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

1.6 Buyer Must Keep Seller Informed: Evidence

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

1.7 Right To Terminate

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

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

1.8 Waiver

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

1.9 Definitions

In this Clause:

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

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

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

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

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

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

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

Latest Time means:

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

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

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

Non Approval Notice means:

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

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

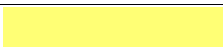
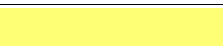
SPECIAL CONDITIONS

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

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SPECIAL CONDITIONS - Continued

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

Signature 	Date	Signature	Date
Signature 	Date	Signature	Date

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

Name	PRAVIN GUANASAGARAN		
Address	73 Lakey Street		
Suburb	Southern River	State	WA
		Postcode	6110
Name			
Address			
Suburb		State	
		Postcode	

EMAIL: The Seller consents to Notices being served at:

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

Signature	Date	Signature	Date
Signature	Date	Signature	Date

RECEIPT OF DOCUMENTS

The Buyer acknowledges receipt of the following documents:

1. This offer and acceptance
2. Strata disclosure & attachments (if strata)
3. 2022 General Conditions
4. Certificate of Title

5. Annexure of Changes to General Conditions (form 198)

Signature 	Signature 
-----------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------

RECEIPT OF DOCUMENTS

The Seller acknowledges receipt of the following documents:

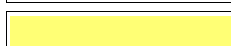
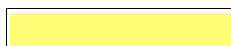
1. This offer and acceptance
2. 2022 General Conditions

3. Annexure of Changes to General Conditions (form 198)

Signature	Signature
-----------	-----------

CONVEYANCER (Legal Practitioner/Settlement Agent)

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

	BUYER'S REPRESENTATIVE	SELLER'S REPRESENTATIVE
Name	<input type="text"/>	<input type="text"/>
Signature		<input type="text"/>
		<input type="text"/>

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04/22

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

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

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

Buyer

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Seller

Signature _____

Name PRAVIN GUANASAGARAN

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR MAJOR STRUCTURAL DEFECTS



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ANNEXURE A

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

12 Syon Way, Piara Waters WA 6112

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

1. The Buyer may at their expense obtain a written Report by 4PM on: (a*) / / *complete (a) or (b) **OR**
 (b*) 14 days after acceptance ("Date")

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

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

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

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR TIMBER PESTS



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ANNEXURE B

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

12 Syon Way, Piara Waters 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")

14 days after acceptance

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

2875 104

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.

BG Roberts
REGISTRAR OF TITLES



LAND DESCRIPTION:

LOT 834 ON DEPOSITED PLAN 403456

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

PRAVIN GUANASAGARAN OF 12 SYON WAY PIARA WATERS WA 6112

(T P327576) REGISTERED 21/10/2022

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

1. N880306 RESTRICTIVE COVENANT BURDEN REGISTERED 23/4/2018.
2. N880315 EASEMENT BURDEN FOR DRAINAGE PURPOSES - SEE DEPOSITED PLAN 407799 REGISTERED 23/4/2018.
3. P327577 MORTGAGE TO ING BANK (AUSTRALIA) LTD REGISTERED 21/10/2022.

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

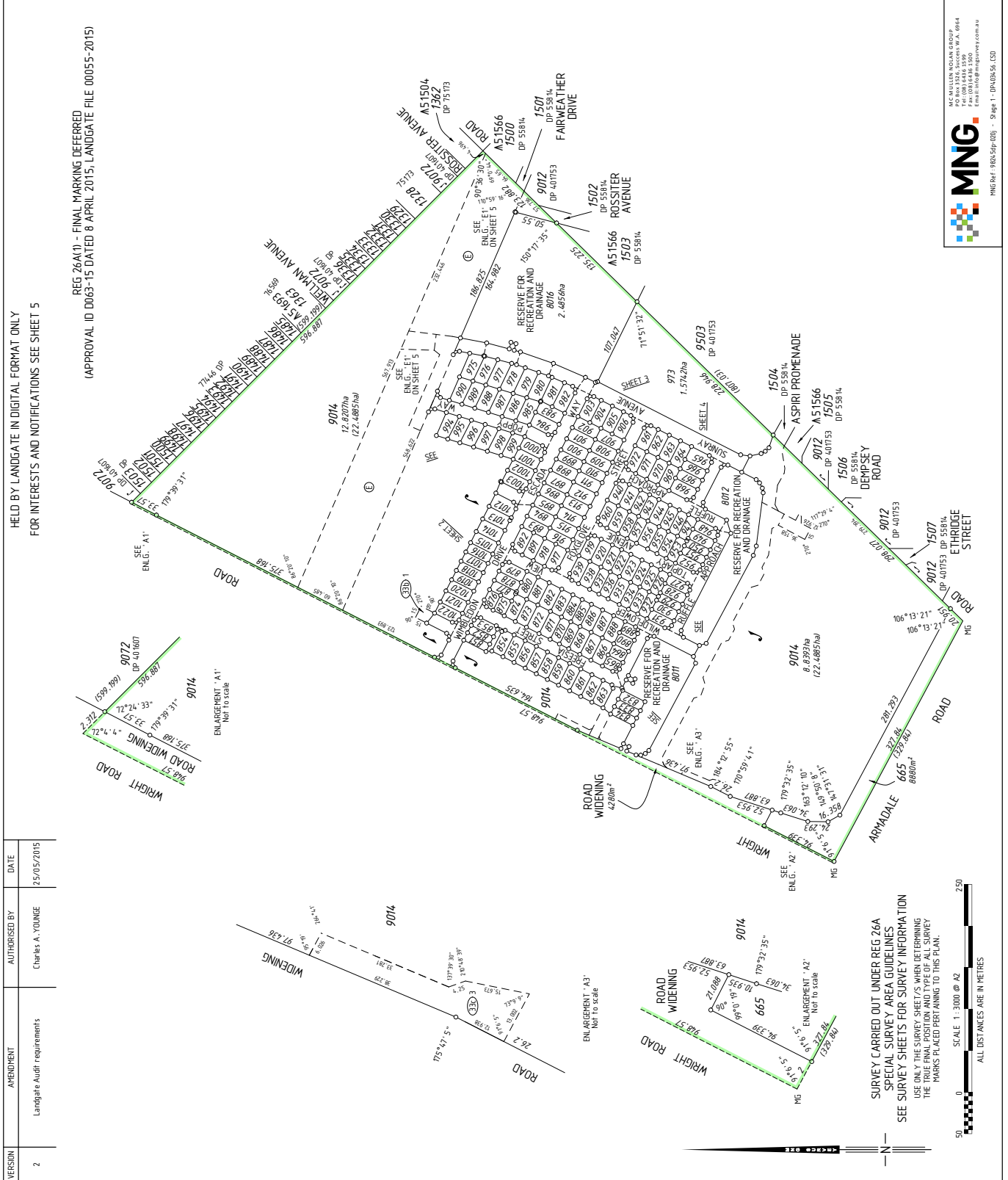
-----END OF CERTIFICATE OF TITLE-----

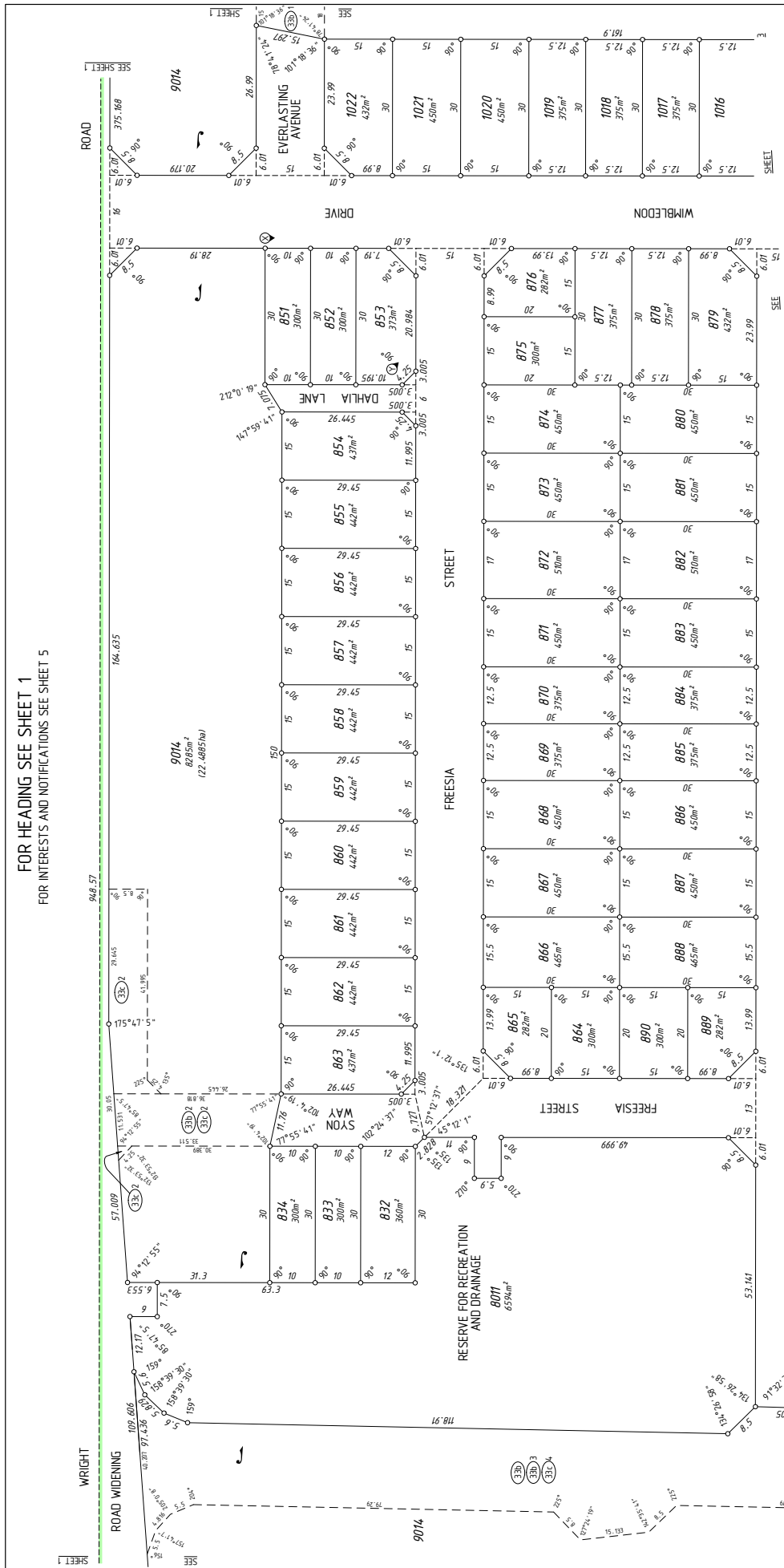
STATEMENTS:

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

SKETCH OF LAND: DP403456
PREVIOUS TITLE: 1936-272
PROPERTY STREET ADDRESS: 12 SYON WAY, PIARA WATERS.
LOCAL GOVERNMENT AUTHORITY: CITY OF ARMADALE

TYPE	FREEHOLD	S.S.A.	YES
PURPOSE	SUBDIVISION		
PLAN OF	LOTS 665, 832-834, 851-973, 975-990, 994-1003, 1012-1022, 8011, 8012, 8016, 9014, ROADS, ROAD WIDENING, EASEMENTS, AND COVENANT		
FORMER TENURE	LOT 5 264007 CT 1 934272		
LOCAL AUTHORITY	CITY OF ARMADALE		
LOCALITY	PHARA WATERS		
D.O.L. FILE			
FIELD RECORD	124601		
SURVEYOR'S CERTIFICATE - REG 54			
I, Charles A. YOUNGE 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,			
("delete if inapplicable)			
undertaken for the purposes of this plan and that it complies with the relevant written laws in relation to which it is lodged.			
Charles Younge 2016.06.26 106825-48007			
LICENSED SURVEYOR			
LODGED			
15-May-15	\$11810.00	17333486	DATE FEE PAID ASSESS NO.
L.S.C.	13-May-2015	EXAMINED	26-May-15 DATE
WESTERN AUSTRALIAN PLANNING COMMISSION			
FILE 148831			
Dated under s. 16 P&A Act 2005 05-Jun-2015 DATE			
SUBJECT TO IN ORDER FOR DEALINGS			
Secs 150, 152, 167, 168(1)(2) & 168(3) of P&A Act			
FOR INSPECTOR OF PLANS AND SURVEYS DATE 3-June-2015			
APPROVED REG26A (1) (4)			
INSPECTOR OF PLANS AND SURVEYS DATE 3/6/2015			
U.S. 18 Licensed Surveyors Act 1999			





FOR HEADING SEE SHEET 1
FOR INTERESTS AND NOTIFICATIONS SEE SHEET 5



MNG Ref: 9824-5dp-0001 - Stage 1

Charles Young
2015.05.28 10:06:31 +0800
DATE

LICENSED SURVEYOR

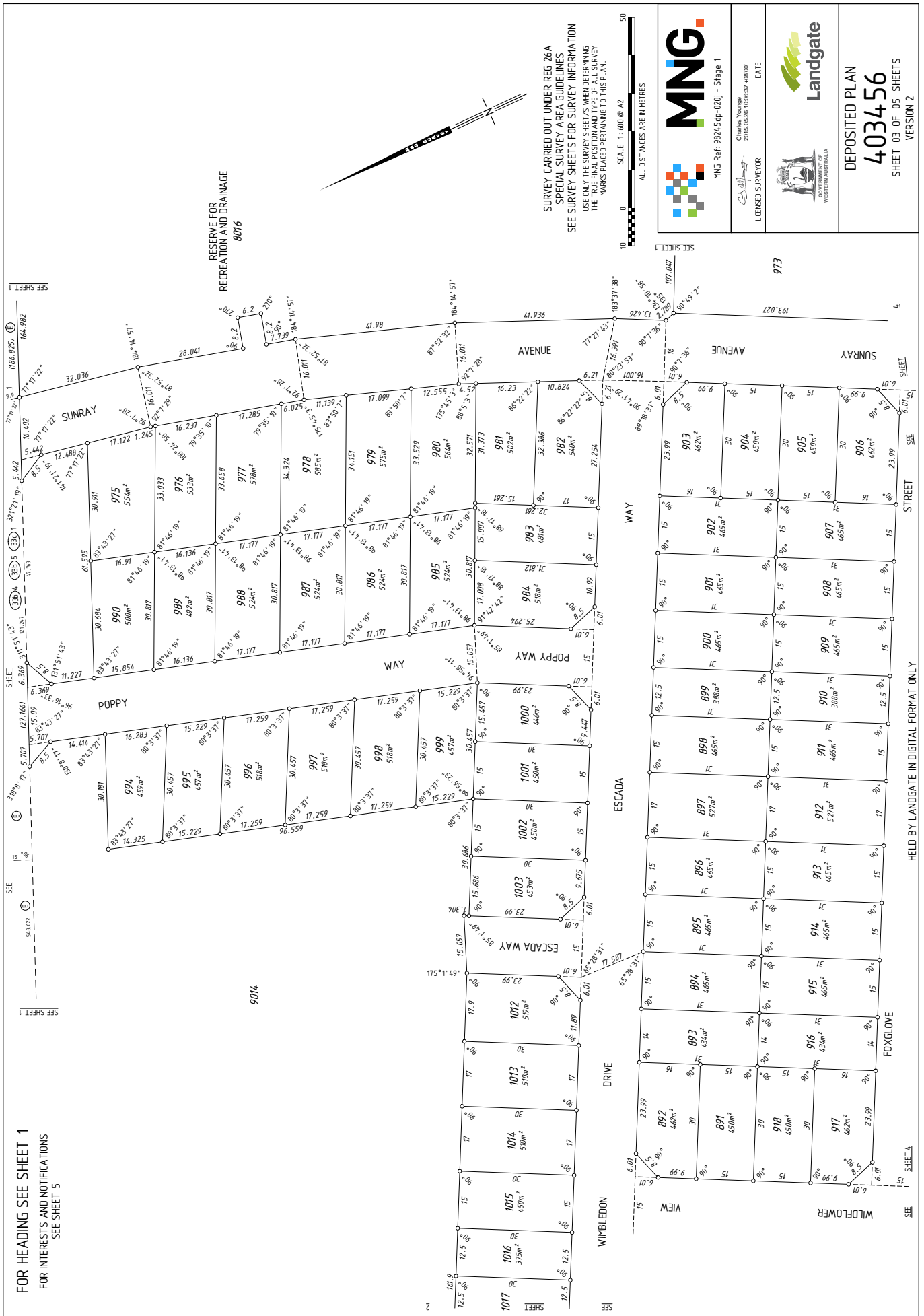


DEPOSITED PLAN
403456
SHEET 02 OF 05 SHEETS
VERSION 2

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

SCALE 1:600 @ A2
ALL DISTANCES ARE IN METRES

HELD BY LANDGATE IN DIGITAL FORMAT ONLY



MNG
 Charles Young
 2015.05.26 1006374807
 DATE
 LICENSED SURVEYOR

MNG Ref: 98245-p-000 - Stage 1

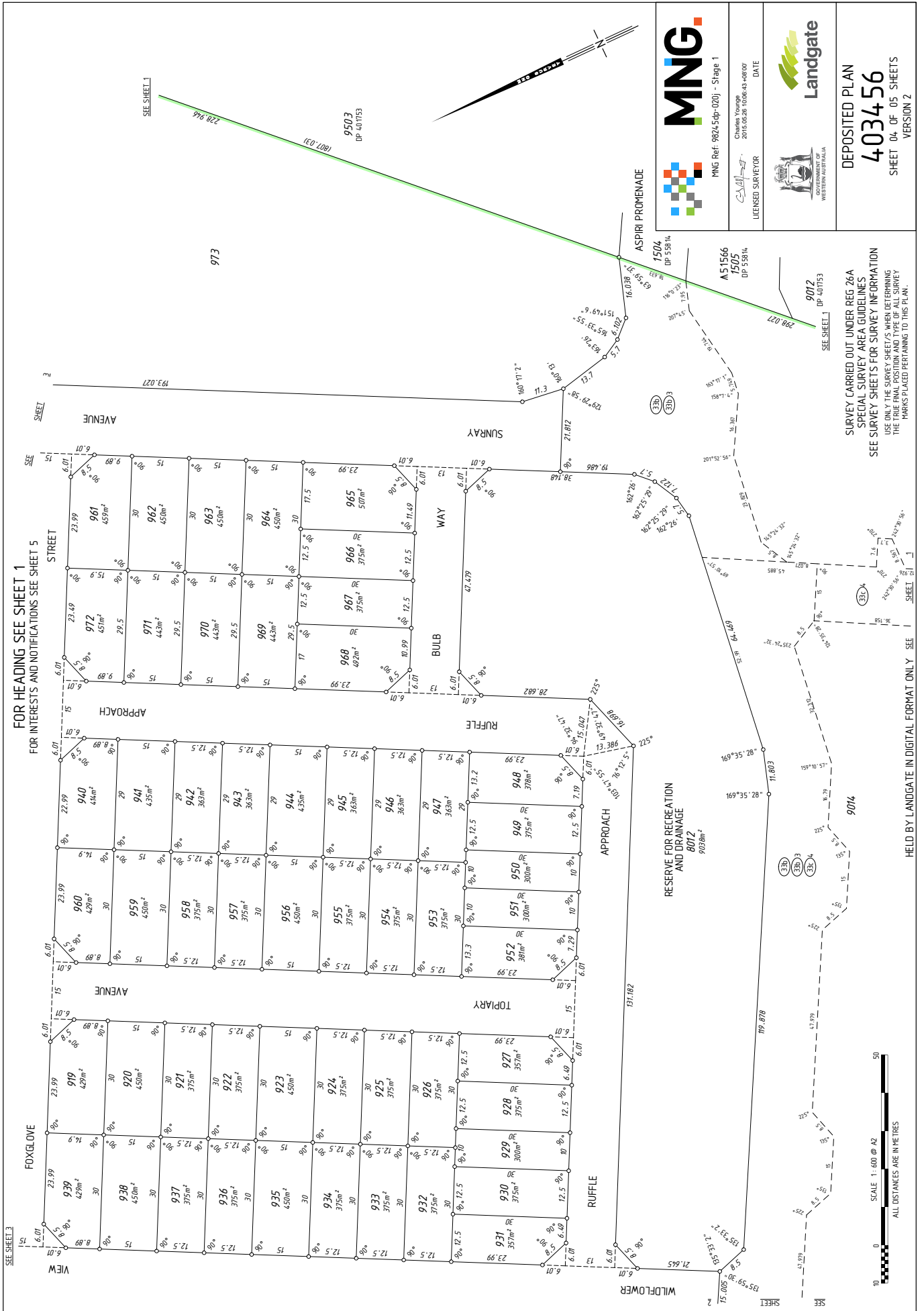
DEPOSITED PLAN
403456
 SHEET 03 OF 05 SHEETS
 VERSION 2

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



FOR HEADING SEE SHEET 1
 FOR INTERESTS AND NOTIFICATIONS
 SEE SHEET 5

Held by Landgate in Digital Format Only



FOR HEADING SEE SHEET 1

INTERESTS AND NOTIFICATIONS

SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN	LAND BURDENED	BENEFIT TO	COMMENTS
(E)	EASEMENT	APR 026	APR 026	LOT 9014	STATE ELECTRICITY COMMISSION OF WA	SEE NOTE Z
(3B) 1, (3B) 2, (3B) 5	EASEMENT (Sewerage)	SEC 167 OF THE P. & D. ACT REG 33 (b)	THIS PLAN	LOT 9014	WATER CORPORATION	
(3B) 3, (3B) 4	EASEMENT (Water Supply)	SEC 167 OF THE P. & D. ACT REG 33 (b)	THIS PLAN	LOT 9014	WATER CORPORATION	
(3B) 1, (3B) 2, (3B) 3, (3B) 4	EASEMENT (Electricity Supply)	SEC 167 OF THE P. & D. ACT REG 33 (c)	THIS PLAN	LOT 9014	ELECTRICITY NETWORKS CORPORATION	
(X)	COVENANT	SEC 150 OF THE P. & D. ACT	THIS PLAN	LOTS 851-853	CITY OF ARMADALE	No road vehicle access to and from adjacent roads
LOTS 801, 802 & 806	RESERVE FOR RECREATION AND DRAINAGE	VESTS IN THE CROWN UNDER SEC 152 OF THE P. & D. ACT	THIS PLAN			

NOTE Z - The dimensions and position of this easement are based on accurate surveyed alignments



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 PICKED PERTAINING TO THIS PLAN.

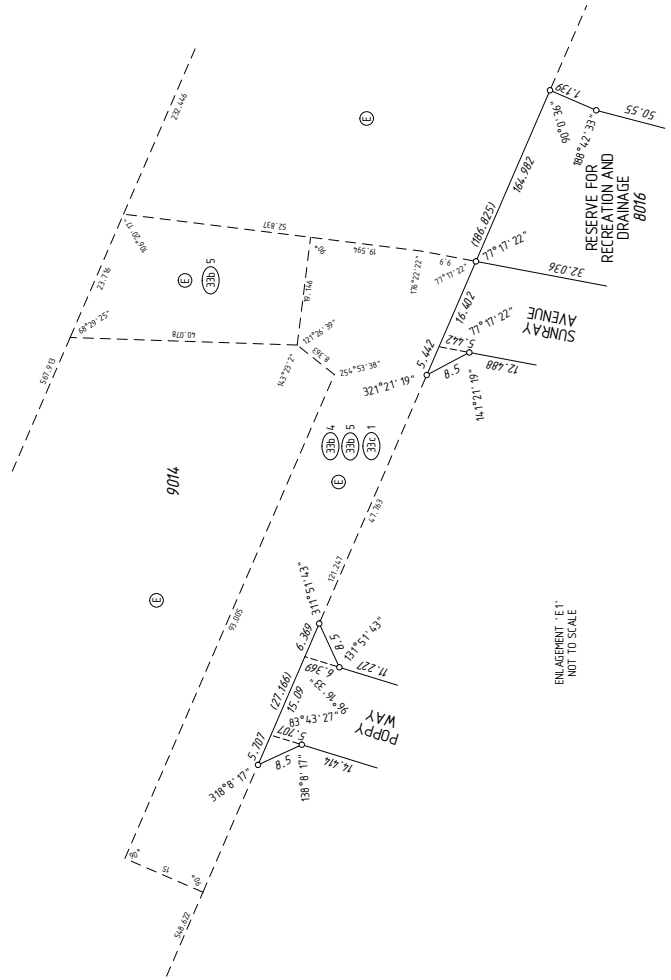


MNG Ref: 9824-5dp-020J - Stage 1

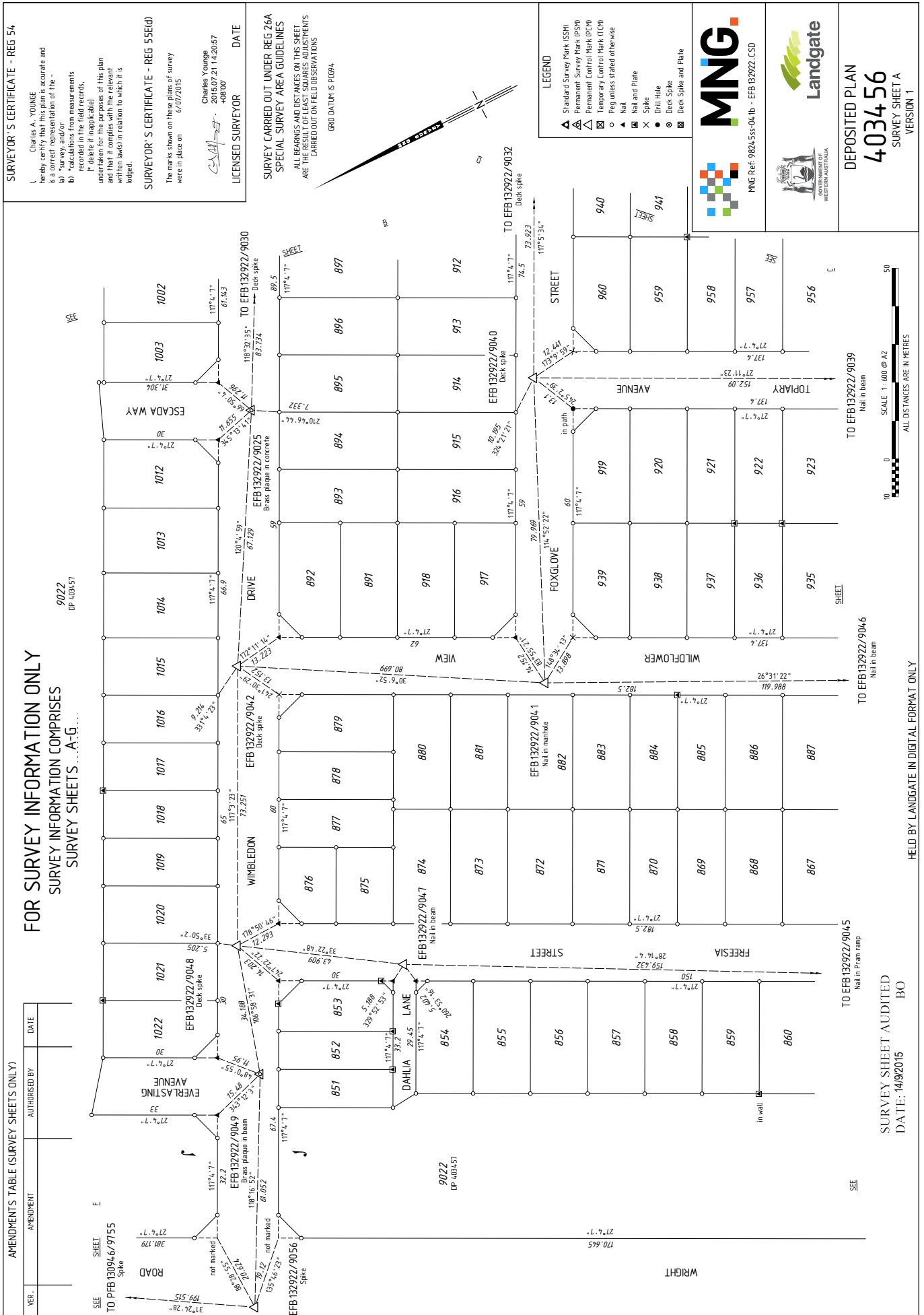
Charles Young
2015.05.26 10:06:52 +0800
DATE
L. Young
LICENSED SURVEYOR



DEPOSITED PLAN
403456
SHEET 05 OF 05 SHEETS
VERSION 2



HELD BY LANDGATE IN DIGITAL FORMAT ONLY



FOR SURVEY INFORMATION ONLY
 SURVEY INFORMATION COMPRISES
 SURVEY SHEETS A-G



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 PC094.

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

SURVEYOR'S CERTIFICATE - REG 54
 I, Charles A. YOUNG
 hereby certify that this plan is accurate and
 is a correct representation of the -
 (a) Survey and/or
 (b) measurements
 recorded in the field records,
 (c) data (if inapplicable)
 undertaken for the purposes of this plan
 and that it complies with the relevant
 written laws in relation to which it is
 lodged.

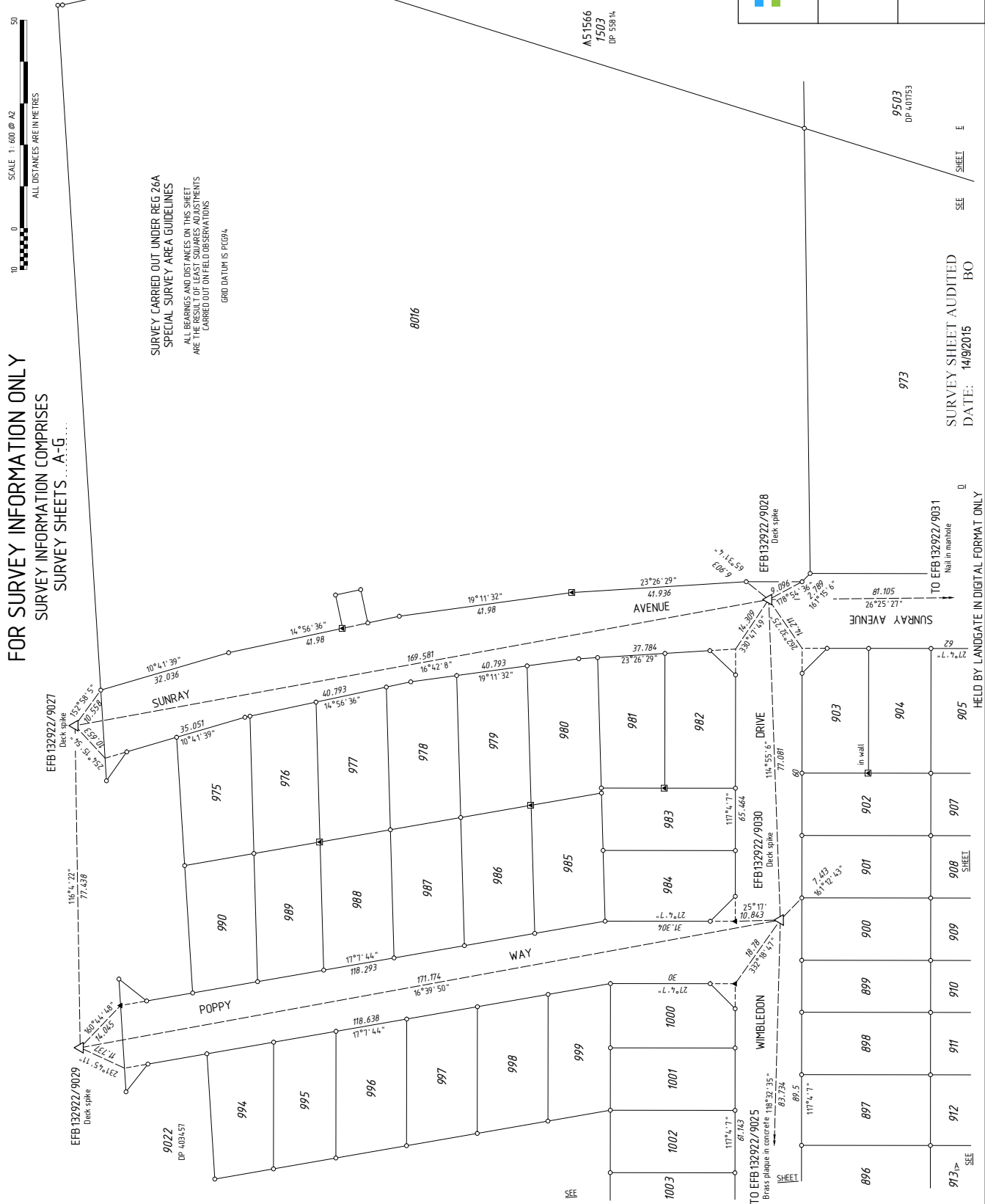
SURVEYOR'S CERTIFICATE - REG 55(i)
 The marks shown on these plans of survey
 were in place on 6/07/2015

Charles Young
 2016.07.21 14:21:06
 40800

LICENSED SURVEYOR DATE



DEPOSITED PLAN
403456
 SURVEY SHEET B
 VERSION 1



9503
 DP 40753

973

SEE SHEET E

SURVEY SHEET AUDITED
 BO
 DATE: 14/09/2015

TO EFB 132922/9031
 Nail in manhole

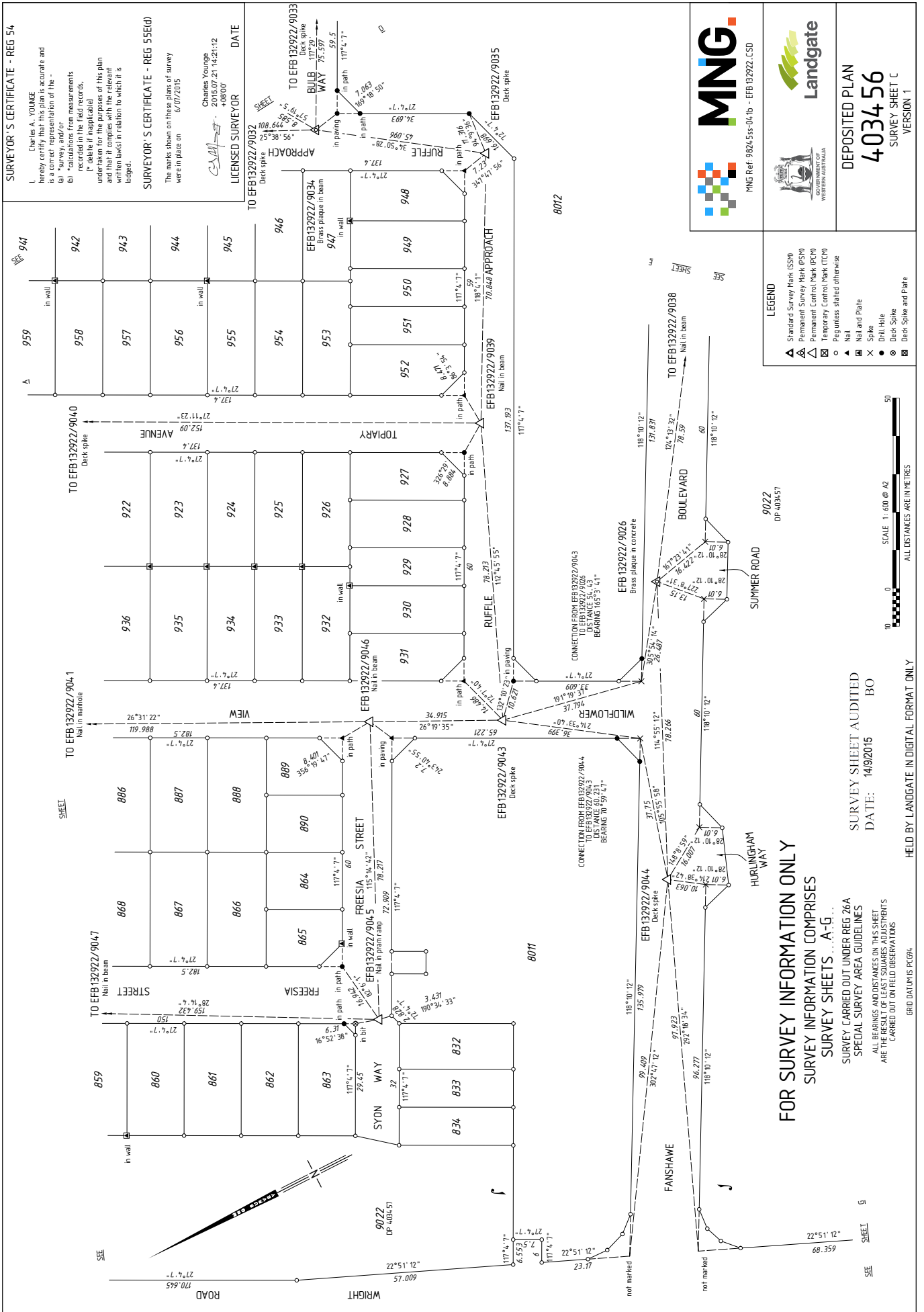
TO EFB 132922/9025
 Brass plaque in concrete

TO EFB 132922/9030
 Deck spike

TO EFB 132922/9028
 Deck spike

TO EFB 132922/9029
 Deck spike

Held by Landgate in Digital Format Only



SURVEYOR'S CERTIFICATE - REG 54

I, Charles A. YOUNGE 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 implied) and that it complies with the relevant written laws) in relation to which it is lodged.

SURVEYOR'S CERTIFICATE - REG 55E(d)

The marks shown on these plans of survey were in place on 6/07/2015

Charles Younge
2015.07.21 14:21:19
408'00"

LICENSED SURVEYOR DATE

FOR SURVEY INFORMATION ONLY

SURVEY INFORMATION COMPRISES

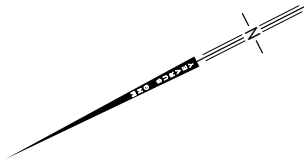
SURVEY SHEETS ... A-G ...

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 PG84



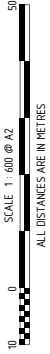
DEPOSITED PLAN

403456

SURVEY SHEET D

VERSION 1

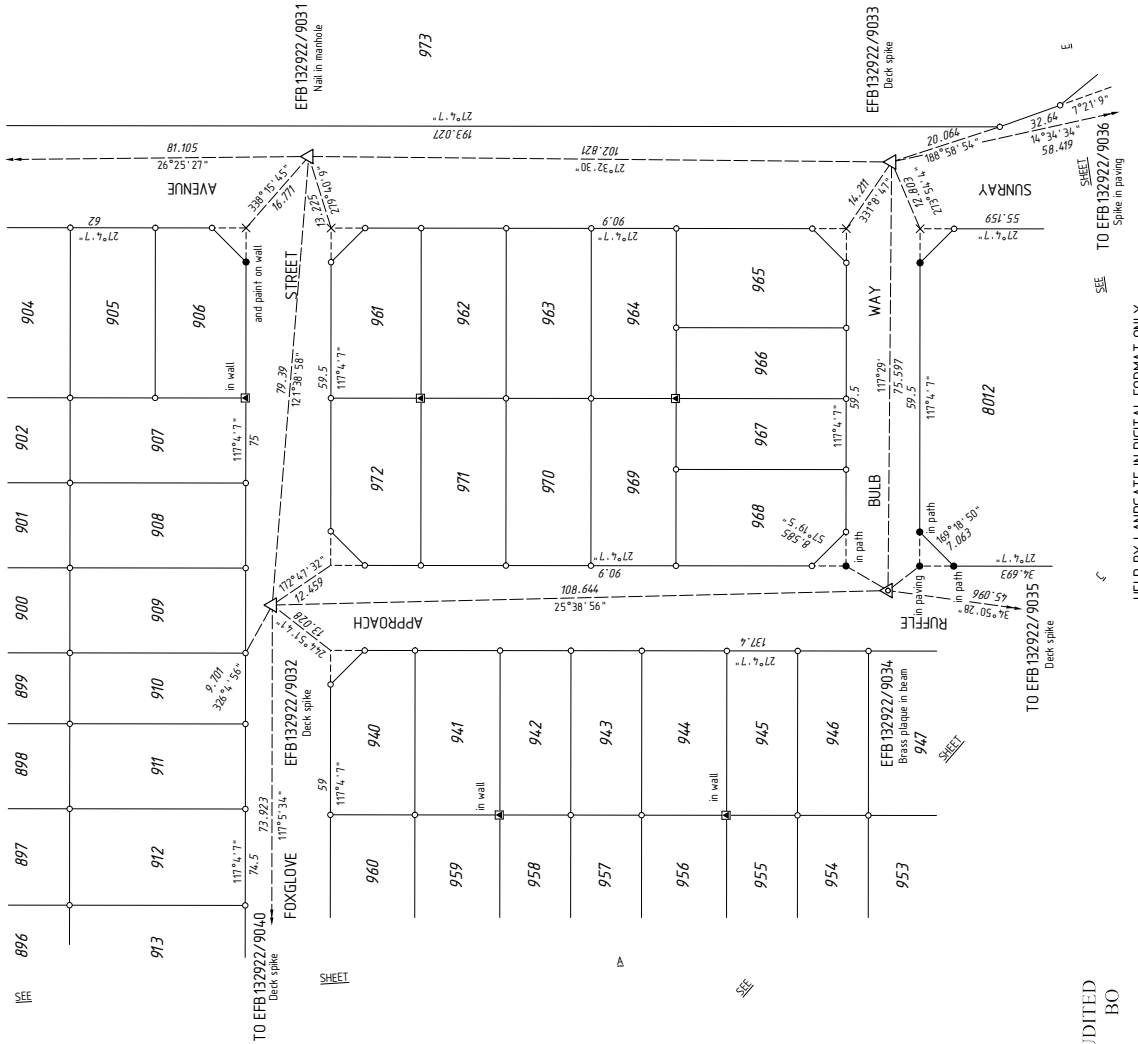
- LEGEND**
- ▲ Standard Survey Mark (SSM)
 - △ Permanent Survey Mark (PSM)
 - ⊠ Temporary Control Mark (TCM)
 - Peg/unless stated otherwise
 - ▲ Nail
 - ⊠ Nail and Plate
 - × Spike
 - Drill Hole
 - ⊠ Deck Spike
 - ⊠ Deck Spike and Plate



TO EFB 132922/9028 B Deck spike

SHEET

SEE



SURVEY SHEET AUDITED
DATE: 14/9/2015 BO

HELD BY LANDGATE IN DIGITAL FORMAT ONLY

SEE TO EFB 132922/9036
Spike in paving

TO EFB 132922/9035
Deck spike

TO EFB 132922/9033
Deck spike

TO EFB 132922/9031
Nail in manhole

SHEET

SEE

FOR SURVEY INFORMATION ONLY
SURVEY INFORMATION COMPRISES
SURVEY SHEETS A-G...

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

SURVEYOR'S CERTIFICATE - REG 54

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

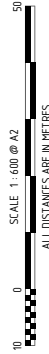
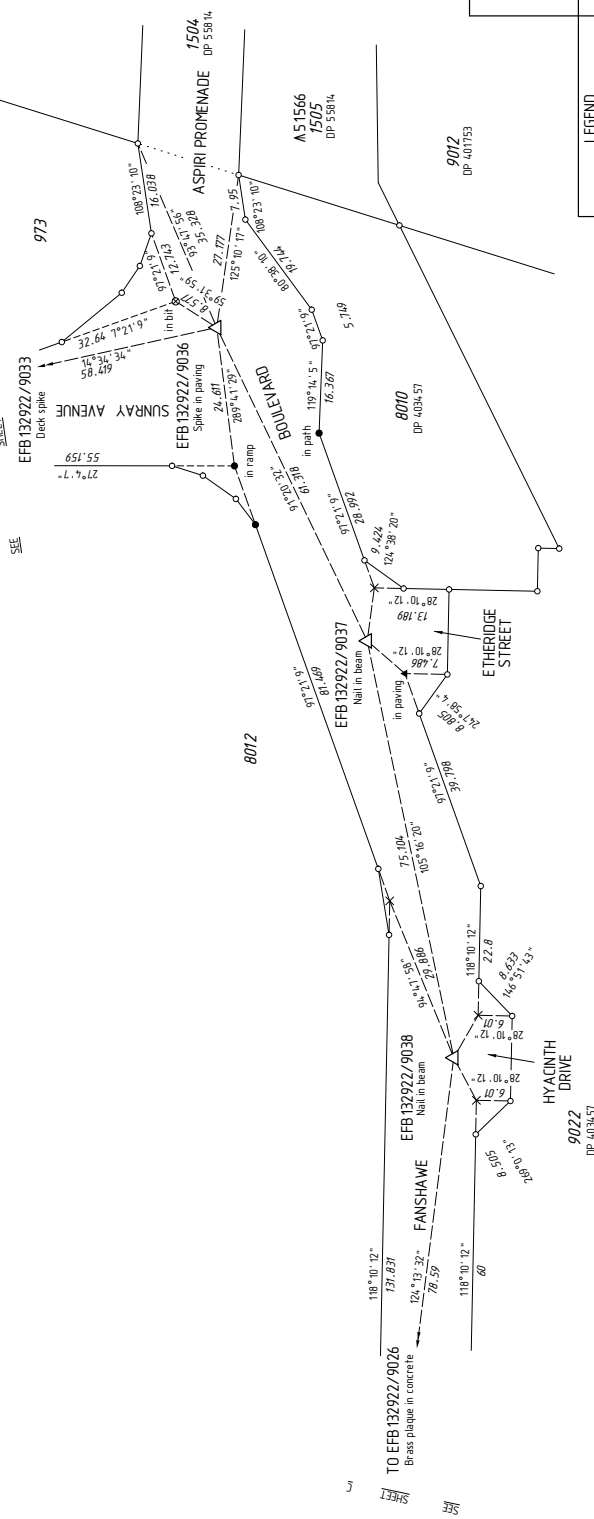
SURVEYOR'S CERTIFICATE - REG 55E(d)

The marks shown on these plans of survey
 were in place on 6/07/2015

Charles Young
 2015.07.21 14:24:32
 +08:00

LICENSED SURVEYOR DATE

SEE SHEET B



LEGEND

- ▲ Standard Survey Mark (SSM)
- △ Permanent Survey Mark (PSM)
- Permanent Control Mark (PCM)
- ⊠ Temporary Control Mark (TCM)
- Peg/utensil, street otherwise
- ▲ Nail
- ▲ Nail and Plate
- × Spike
- Drill Hole
- ⊙ Deck Spike
- ⊠ Deck Spike and Plate



DEPOSITED PLAN
403456
 SURVEY SHEET E
 VERSION 1

SURVEY SHEET AUDITED
 DATE: 14/9/2015 BO

HELD BY LANDGATE IN DIGITAL FORMAT ONLY

SURVEYOR'S CERTIFICATE - REG 54

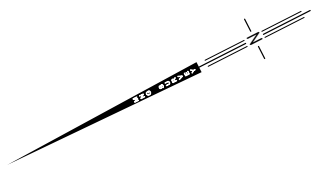
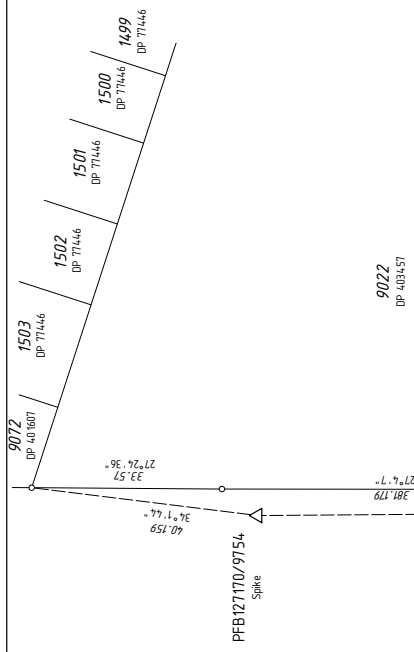
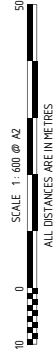
I, Charles A. YOUNGE hereby certify that this plan is accurate and is a correct representation of the -
 a) "survey, and/or
 b) "calculations from measurements recorded in the field records, where it is applicable)
 under the provisions of this plan and that it complies with the relevant written law(s)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

SURVEYOR'S CERTIFICATE - REG 55E(d)

The marks shown on these plans of survey were in place on 27/11/2017

Charles Youngge
 2016.07.21 14:21:39
 +0800

LICENSED SURVEYOR DATE



FOR SURVEY INFORMATION ONLY
 SURVEY INFORMATION COMPRISES
 SURVEY SHEETS...A.G...
 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 FIG94



DEPOSITED PLAN
403456
 SURVEY SHEET F
 VERSION 1

SURVEY SHEET AUDITED
 DATE: 14/9/2015
 BO

TO EFB132922/9056
 PFB130946/9755
 HELD BY LANDGATE IN DIGITAL FORMAT ONLY



MNG Ref: 98245ss-04.b - EFB12922.CSD

FOR SURVEY INFORMATION ONLY
SURVEY INFORMATION COMPRISES
SURVEY SHEETS A-G...

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 REG94

SURVEYOR'S CERTIFICATE - REG 54

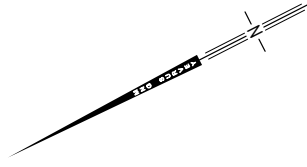
I, Charles A. YOUNGE hereby certify that this plan is accurate and is a correct representation of the -
 a) "survey, and/or
 b) "calculations from measurements recorded in the field records, (where it is applicable)
 under the provisions of this plan and that it complies with the relevant written laws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

SURVEYOR'S CERTIFICATE - REG 55E(d)

The marks shown on these plans of survey were in place on

Charles Younge
 2015.07.21 14:21:46
 +0800'

LICENSED SURVEYOR DATE



SEE SHEET C

22°51'12"
 55.3589

ROAD

27°4'7"
 26.2

18°3'48"
 52.953

21.088
 117°4'7"

9022
 IP: 408457

PFB115447/9004
 Deck spike

96.399
 27°4'7"

CONNECTION FROM SSM FORRESTDALE24
 TO PFB115447/9004
 DISTANCE 110.276
 BEARING 19°7'2.6"

WRIGHT

15°10'24"
 27.596

108°4'21"
 127.956

ARMADALE

PFB124601/9012
 Spike

ROAD

665

111°39'45"
 239.166

20.951

EFB120370/9159
 Deck spike

36.177
 294°6'4.5"

11.09487
 85.0707

DEPOSITED PLAN
403456
 SURVEY SHEET G
 VERSION 1

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

SURVEY SHEET AUDITED
 DATE: 14/9/2015
 BO

HELD BY LANDGATE IN DIGITAL FORMAT ONLY

Deposited Plan 403456

Lot	Certificate of Title	Lot Status	Part Lot
665	LR3169/468	Registered	
665	2875/101 (Cancelled)	Registered	
832	2875/102	Registered	
833	2875/103	Registered	
834	2875/104	Registered	
851	2875/105	Registered	
852	2875/106	Registered	
853	2875/107	Registered	
854	2875/108	Registered	
855	2875/109	Registered	
856	2875/110	Registered	
857	2875/111	Registered	
858	2875/112	Registered	
859	2875/113	Registered	
860	2875/114	Registered	
861	2875/115	Registered	
862	2875/116	Registered	
863	2875/117	Registered	
864	2875/118	Registered	
865	2875/119	Registered	
866	2875/120	Registered	
867	2875/121	Registered	
868	2875/122	Registered	
869	2875/123	Registered	
870	2875/124	Registered	
871	2875/125	Registered	
872	2875/126	Registered	
873	2875/127	Registered	
874	2875/128	Registered	
875	2875/129	Registered	
876	2875/130	Registered	
877	2875/131	Registered	
878	2875/132	Registered	
879	2875/133	Registered	
880	2875/134	Registered	
881	2875/135	Registered	
882	2875/136	Registered	
883	2875/137	Registered	
884	2875/138	Registered	
885	2875/139	Registered	
886	2875/140	Registered	
887	2875/141	Registered	
888	2875/142	Registered	
889	2875/143	Registered	
890	2875/144	Registered	

Deposited Plan 403456

Lot	Certificate of Title	Lot Status	Part Lot
891	2875/145	Registered	
892	2875/146	Registered	
893	2875/147	Registered	
894	2875/148	Registered	
895	2875/149	Registered	
896	2875/150	Registered	
897	2875/151	Registered	
898	2875/152	Registered	
899	2875/153	Registered	
900	2875/154	Registered	
901	2875/155	Registered	
902	2875/156	Registered	
903	2875/157	Registered	
904	2875/158	Registered	
905	2875/159	Registered	
906	2875/160	Registered	
907	2875/161	Registered	
908	2875/162	Registered	
909	2875/163	Registered	
910	2875/164	Registered	
911	2875/165	Registered	
912	2875/166	Registered	
913	2875/167	Registered	
914	2875/168	Registered	
915	2875/169	Registered	
916	2875/170	Registered	
917	2875/171	Registered	
918	2875/172	Registered	
919	2875/173	Registered	
920	2875/174	Registered	
921	2875/175	Registered	
922	2875/176	Registered	
923	2875/177	Registered	
924	2875/178	Registered	
925	2875/179	Registered	
926	2875/180	Registered	
927	2875/181	Registered	
928	2875/182	Registered	
929	2875/183	Registered	
930	2875/184	Registered	
931	2875/185	Registered	
932	2875/186	Registered	
933	2875/187	Registered	
934	2875/188	Registered	
935	2875/189	Registered	

Deposited Plan 403456

Lot	Certificate of Title	Lot Status	Part Lot
936	2875/190	Registered	
937	2875/191	Registered	
938	2875/192	Registered	
939	2875/193	Registered	
940	2875/194	Registered	
941	2875/195	Registered	
942	2875/196	Registered	
943	2875/197	Registered	
944	2875/198	Registered	
945	2875/199	Registered	
946	2875/200	Registered	
947	2875/201	Registered	
948	2875/202	Registered	
949	2875/203	Registered	
950	2875/204	Registered	
951	2875/205	Registered	
952	2875/206	Registered	
953	2875/207	Registered	
954	2875/208	Registered	
955	2875/209	Registered	
956	2875/210	Registered	
957	2875/211	Registered	
958	2875/212	Registered	
959	2875/213	Registered	
960	2875/214	Registered	
961	2875/215	Registered	
962	2875/216	Registered	
963	2875/217	Registered	
964	2875/218	Registered	
965	2875/219	Registered	
966	2875/220	Registered	
967	2875/221	Registered	
968	2875/222	Registered	
969	2875/223	Registered	
970	2875/224	Registered	
971	2875/225	Registered	
972	2875/226	Registered	
973	2875/227 (Cancelled)	Retired	
975	2875/228	Registered	
976	2875/229	Registered	
977	2875/230	Registered	
978	2875/231	Registered	
979	2875/232	Registered	
980	2875/233	Registered	
981	2875/234	Registered	

Deposited Plan 403456

Lot	Certificate of Title	Lot Status	Part Lot
982	2875/235	Registered	
983	2875/236	Registered	
984	2875/237	Registered	
985	2875/238	Registered	
986	2875/239	Registered	
987	2875/240	Registered	
988	2875/241	Registered	
989	2875/242	Registered	
990	2875/243	Registered	
994	2875/244	Registered	
995	2875/245	Registered	
996	2875/246	Registered	
997	2875/247	Registered	
998	2875/248	Registered	
999	2875/249	Registered	
1000	2875/250	Registered	
1001	2875/251	Registered	
1002	2875/252	Registered	
1003	2875/253	Registered	
1012	2875/254	Registered	
1013	2875/255	Registered	
1014	2875/256	Registered	
1015	2875/257	Registered	
1016	2875/258	Registered	
1017	2875/259	Registered	
1018	2875/260	Registered	
1019	2875/261	Registered	
1020	2875/262	Registered	
1021	2875/263	Registered	
1022	2875/264	Registered	
8011	LR3165/832	Registered	
8012	LR3165/833	Registered	
8016	LR3165/834 (Cancelled)	Retired	
9014	2875/265 (Cancelled)	Retired	
0	N/A	Retired	
0	N/A	Retired	
0	N/A	Retired	
0	N/A	Retired	
0	N/A	Registered	
0	N/A	Retired	
0	N/A	Retired	
0	N/A	Registered	
0	N/A	Registered	
0	N/A	Registered	
0	N/A	Registered	

Deposited Plan 403456

<u>Lot</u>	<u>Certificate of Title</u>	<u>Lot Status</u>	<u>Part Lot</u>
0	N/A	Registered	
0	N/A	Registered	
0	N/A	Retired	
0	N/A	Retired	
0	N/A	Registered	
0	N/A	Retired	
0	N/A	Retired	
0	N/A	Registered	
0	N/A	Retired	
0	N/A	Registered	
0	N/A	Registered	
0	N/A	Retired	
0	N/A	Retired	
0	N/A	Registered	
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 insufficient space hereon Additional Sheet Form B1 should be used.
- 3 Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
- 4 No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses

NOTES

- 1 Insert document type.
- 2 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.

N880315 E COPY

23 Apr 2018 12:52:04 Perth



LODGED BY

ADDRESS **HWL Ebsworth Lawyers**
Level 11
167 St Georges Tce
Perth WA 6000
PHONE No.
FAX No. **LANDGATE BOX 64V**
REFERENCE No.
ISSUING BOX No.

PREPARED BY **HWL EBSWORTH LAWYERS**

ADDRESS LEVEL 11
167 ST GEORGES TCE
PERTH WA 6000
Ref: 292845
PHONE No. 9420 1500 FAX No. 1300 704 211

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

2/3

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

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

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

EXAMINED

Doc ID 460639963/v2

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Doc ID 460639963/v2

CONSENT OF MORTGAGEE

The Mortgagee pursuant to the mortgage granted to it by the Grantor and registered against the Servient Tenement as document number 1880307 (Mortgage) hereby unconditionally consents to this and covenants and undertakes to the Grantee that it will only exercise its rights and remedies under the Mortgage subject to this Easement and the Grantee's rights under this Easement.

DATED

16/9/16 this day of ADY

2018

Australia and New Zealand Banking Group Ltd
By its attorney Rasika Wijayathunga
Team Leader on 16/9/16 P/A No: N144293

CASSANDRA ANNE BISGROVE
70 GRADIENT WAY, BELDON WA 6027
LICENSED SETTLEMENT AGENT
PHONE: 9401 3769

EXECUTED by the parties as a deed

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: MULTAMBOUR WILLIAMS

Address of Witness: 10 4 PLAIN ST EAST PERTH

Occupation of Witness: EXECUTIVE ASSISTANT

Signed by **Sean Stefan Brand** in the presence of:

x *[Signature]*
Signature of witness

x *[Signature]*
Signature of **Sean Stefan Brand**

x KIM ANNE DAYNES
Full name of witness (print)

x 4 MELIA COVE CANNING VALE
Address of witness (print)

x ADVISED
Occupation of witness (print)

Signed by **Louisa Johanna Brand** in the presence of:

x *[Signature]*
Signature of witness

x *[Signature]*
Signature of **Louisa Johanna Brand**

x KIM ANNE DAYNES
Full name of witness (print)

x 4 MELIA COVE CANNING VALE
Address of witness (print)

x ADVISED
Occupation of witness (print)

SCHEDULE

ITEM 1: DOMINANT TENEMENT

Lot 9030 on Deposited Plan 412696 and being the whole of the land comprised in Certificate of Title Volume 2944 Folio 656 limited to the portion marked with the letter "B" on Deposited Plan 407799.

ITEM 2: DOMINANT TENEMENT ENCUMBRANCES – LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS:

- Easement burden created under section 167 P. & D. Act for sewerage purposes to Water Corporation - see Deposited Plan 400948 as created on Deposited Plan 403456.
- Easement burden created under section 167 P. & D. Act for electricity purposes to Electricity Networks Corporation - see Deposited Plan 400948 as created on Deposited Plan 403456.
- Easement burden created under section 167 P. & D. Act for sewerage purposes to Water Corporation - see Deposited Plan 400948 as created on Deposited Plan 407091.
- Easement burden created under section 167 P. & D. Act for water purposes to Water Corporation - see Deposited Plan 400948 as created on Deposited Plan 407091.
- Easement burden created under section 167 P. & D. Act for electricity purposes to Electricity Networks Corporation - see Deposited Plan 400948 as created on Deposited Plan 407091.
- Easement burden created under section 167 P. & D. Act for electricity purposes to Electricity Networks Corporation - See Deposited Plan 400948 as created on Deposited Plan 407423.

ITEM 3: SERVICIENT TENEMENT

Lot 834 on Deposited Plan 403456 and being the whole of the land comprised in Certificate of Title Volume 2875 Folio 104.

ITEM 4: SPECIFIED ENCUMBRANCES – LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS:

- N880307, Mortgage to AUSTRALIA & NEW ZEALAND BANKING GROUP LIMITED

Doc ID 460639963/v2

- (b) Headings have been inserted for guidance only and shall be deemed not to form part of the context.
- (c) The Schedule forms part of this deed.
- (d) Unless contrary to the sense or context, a reference to a party includes that party's executors, administrators, personal representatives, successors and assigns.
- (e) Where applicable:
 - (i) words denoting the singular include the plural;
 - (ii) words denoting the plural include the singular; and
 - (iii) words denoting a gender include each gender.
- (f) Reference to a thing (including any reference in a definition in this clause) includes a reference to the whole and each part of that thing.
- (g) Unless the context otherwise requires a reference to a clause is a reference to a clause of this deed, and a reference to a subclause is a reference to a subclause of the clause in which the reference occurs.
- (h) Where applicable, a reference to a person includes a body corporate and reference to a body corporate includes a natural person.

Doc ID 460639963/v2

(c) other persons from time to time authorised expressly or impliedly by the Grantee,

an easement for drainage purposes, being the right at any time to enter upon and use the Easement Area (if necessary with vehicles and equipment) to break the surface of, dig, open up and use the Easement Area for the purpose of laying down, fixing, taking up, repairing, re-laying, replacing or examining drains or drainage pipes and of using and maintaining those drains and drainage pipes for drainage purposes.

3. CONDITIONS APPLYING TO EASEMENT

3.1 Non-exclusive right

The Grantee ACKNOWLEDGES that the rights created in the Easement are not created exclusively and are created by the Grantor in common with the corresponding rights of the Grantor and other persons lawfully entitled to exercise such rights and are subject to the Grantor's rights under this deed.

3.2 Not to obstruct

The Grantor covenants and agrees with the Grantee not to construct or place or suffer to be constructed or placed, any obstruction on the Easement Area which would prevent or substantially interfere with the use of the Easement Area without the Grantee's consent, which will not be unreasonably withheld.

3.3 Easement to Run with Servient Tenement

The Easement is intended to run with the Servient Tenement and to bind the Grantor and every successive registered proprietor of the Servient Tenement in favour of the Grantee.

4. GRANTOR TO PERFECT GRANT

The Grantor and every other person having or rightfully claiming any estate or interest in the Servient Tenement will from time to time, and at all times at the request of the Grantee, do all such lawful assurances and things for more perfectly assuring the grant of the Easement as the Grantee reasonably requires.

5. GENERAL

5.1 Notices

Any notice, or other communication to or by a party under this deed:

- (a) must be in writing and given:
 - (i) in the case of the Grantor – to the address of the Grantor shown on the Certificate of Title for the Servient Tenement; and
 - (ii) in the case of the Grantee – to the address of the Grantee shown on this deed,
 - (iii) or to any other address specified by any party to the sender by notice;
- (b) must be signed by the sender or an attorney, or a director or secretary or under the common seal of the sender or by a solicitor on behalf of the sender; and
- (c) will be treated as having been given by the sender and received by or served on the addressee:
 - (i) if by delivery in person - when delivered to the addressee; and
 - (ii) if by registered post - on the day which is the third Business Day after the date of posting.

6. INTERPRETATION

- (a) Where a reference to a party includes more than one person the rights and obligation of those persons shall be joint and several.

TRANSACTION DATED 20/12/17

ENDORSED \$ NIL

NO DUTY PAYABLE HEREON DUTIES ACT 2008

19/4/18
for COMMISSIONER OF STATE REVENUE

TRANSACTION DATED 16/4/18

Page 1 of 57

DUTIABLE VALUE

VG VALUED JP

FORM B2
FORM APPROVAL NO. B1214

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

BLANK INSTRUMENT FORM

GRANT OF EASEMENT

(Note 1)

THIS DEED is made the 23 day of APRIL 2018

BETWEEN:

Sean Stefan Brand and Louisa Johanna Brand both of 34 Bellini Avenue ELLENBROOK WA 6069 (**Grantor**)

AND

Perron Developments Pty Ltd ACN 000 230 446 of 4 Plain Street EAST PERTH WA 6004 (**Grantee**)

RECITALS:

A. The Grantor is registered as the proprietor of an estate in fee simple in the Servient Tenement.

B. The Servient Tenement has a drainage connection to the drainage system provided under the Urban Water Management Plan having reference WAPC No. 148831 for Lot 45 Armadale Road, Piara Waters.

C. The Grantor has agreed to grant an easement for drainage for the benefit of the Dominant Tenement, on the terms set out in this deed.

OPERATIVE PART:

The parties covenant and agree as follows:

1. DEFINITIONS

In this deed:

Dominant Tenement means the land described in Item 1 of the Schedule to this deed;

Dominant Tenement Encumbrance means the limitations, interests, encumbrances and notifications registered against the Dominant Tenement, as set out in Item 2 of the Schedule to this deed.

Easement means the easement granted by the Grantor as set out in clause 2 of this deed;

Easement Area means that part of the Servient Tenement shown marked with the letter "D" on Deposited Plan 407799;

Servient Tenement means the land described in Item 3 of the Schedule to this deed; and

Specified Encumbrance means the limitations, interests, encumbrances and notifications listed in Item 4 of the Schedule to this deed.

2. GRANT OF EASEMENT

The Grantor, being the registered proprietor for the time being of the Servient Tenement, subject to the Specified Encumbrances, hereby grants to:

(a) the Grantee;

(b) the Grantee's employees, agents, contractors and invitees; and

Doc ID 460639963/v2

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

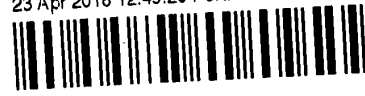
- DESCRIPTION OF LAND**
Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated.
Extent - Whole, part or balance of the land comprised in the Certificate of Title to be stated.
The Volume and Folio or Crown Lease number to be stated.
- ESTATE AND INTEREST**
State 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 2776

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.	<u>Letter</u>	Received Item No.s
2.	<u>cert party</u>	
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.


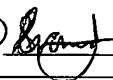

13 Rubbish

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)

[Empty rectangular box for content]

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

PARTNER Hulk Ebsworth Lawyers
Position held 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

HWL EBSWORTH

LAWYERS

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

Adelaide
Brisbane
Canberra
Darwin
Hobart
Melbourne
Norwest
Perth
Sydney

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ABN 37 246 549 189

