

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:
Address
Suburb State Postcode

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
Suburb State Postcode
Lot Deposited/Survey/Strata/Diagram/Plan Whole / ~~Part~~ Vol Folio

A **deposit** of \$ of which \$ is paid now and \$ to be paid within days of acceptance to be held by

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

Purchase Price

Settlement Date

Property Chattels including

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 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.

2. The buyer is aware and accepts the property is currently subject to a Fixed Term Lease until November 10th, 2024 at \$600 per week rent and has received a copy of the lease.

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SPECIAL CONDITIONS - Continued

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

Signature		Date		Signature	
Signature		Date		Signature	

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

Name	Jigar Dilipkumar Acharya				
Address	18 Wattleseed Avenue				
Suburb	Treeby	State	WA	Postcode	6164
Name	Neha Jigarkumar Acharya				
Address	18 Wattleseed Avenue				
Suburb	Treeby	State	WA	Postcode	6164

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	

<p>RECEIPT OF DOCUMENTS</p> <p>The Buyer acknowledges receipt of the following documents:</p> <ol style="list-style-type: none"> This offer and acceptance Strata disclosure & attachments (if strata) 2022 General Conditions Certificate of Title Annexure of Changes to General Conditions (form 198) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Signature</td> <td style="width: 50%;"></td> </tr> <tr> <td></td> <td></td> </tr> </table>	Signature				<p>RECEIPT OF DOCUMENTS</p> <p>The Seller acknowledges receipt of the following documents:</p> <ol style="list-style-type: none"> This offer and acceptance 2022 General Conditions Annexure of Changes to General Conditions (form 198) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Signature</td> <td style="width: 50%;"></td> </tr> <tr> <td></td> <td></td> </tr> </table>	Signature			
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 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"/>

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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 Jigar Dilipkumar Acharya

Date _____

Signature _____

Name Neha Jigarkumar Acharya

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

8 Padua Road, Piara Waters WA 6112

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

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

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

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

2. The Buyer must serve a copy of the Report on the Seller, Seller Agent or Seller Representative before the Date.
3. If the Buyer, and Seller Agent or Seller or Seller Representative do not receive the Report before the Date then the Buyer will be deemed to have waived the benefit of this Annexure. Time is of the essence.
4. If the Report identifies Major Structural Defects to the Property's Building, the Buyer may at any time within three (3) Business Days after the Date serve a Major Structural Defects Notice on the Seller, Seller Agent or Seller Representative giving the Seller five (5) Business Days to agree to remedy the Major Structural Defects.
5. If the Seller elects in writing to remedy the Major Structural Defects in the Major Structural Defects Notice then the Settlement Date will be delayed until the later of: (a) three (3) Business Days after the Seller's Work is completed as certified by the Seller's Builder and (b) the Settlement Date.
6. The Seller must do the Work expeditiously and in good and workmanlike manner through a Builder and provide evidence to the Buyer of completion of the Work.
7. If, prior to the Seller commencing Work, the Seller and Buyer wish to agree and do agree an amount to be paid by the Seller to the Buyer then the amount will be deducted from the Purchase Price at Settlement and the Seller will not undertake the Work.
8. If the Seller does not agree to remedy Major Structural Defects within five (5) Business Days from when the Major Structural Defects Notice was served on the Seller, Seller Agent or Seller Representative then:
 - (a) the Buyer may at any time within a further five (5) Business Days after that period ends, give notice in writing to the Seller, Seller Agent or Seller Representative terminating the Contract and the Deposit and other monies paid will be repaid to the Buyer;
 - (b) if the Buyer does not terminate the Contract pursuant to this clause 8, then this Annexure ceases to apply and the Contract continues unaffected by this Annexure.
9. In this Annexure:
 - 9.1 "Builder" means a builder registered in Western Australia with appropriate qualifications and using such other appropriately qualified persons, necessary to remedy the matters set out in the Major Structural Defects Notice.
 - 9.2 "Consultant" means an independent inspector qualified and experienced in undertaking pre-purchase property inspections to ascertain Major Structural Defects.
 - 9.3 "Date" means the date inserted or calculated in clause 1. If nothing is inserted in clause 1 then the Date will be five (5) Business Days from the later of (i) the Contract Date; or (ii) the Latest Time for Financial Approval (if any).
 - 9.4 "Major Structural Defects" means a fault or deviation from the intended structural performance of a building element and is a major defect to the building structure of sufficient magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility, or further deterioration of the building structure. Major Structural Defects does not include any non-structural element, e.g., roof plumbing and roof covering, general gas, water and sanitary plumbing, electrical wiring, partition walls, cabinetry, windows, doors, trims, fencing, minor structures, non-structural damp issues, ceiling linings, floor coverings, decorative finishes such as plastering, painting, tiling etc., general maintenance, or spalling of masonry, fretting of mortar or rusting of primary structural elements.
 - 9.5 "Major Structural Defects Notice" means a Notice in writing from the Buyer to the Seller to provide the Seller with the opportunity to agree to rectify the Major Structural Defects that the Buyer requires to be rectified.
 - 9.6 "Report" means the report performed in accordance with Appendix A of the Standard by a **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



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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

8 Padua Road, 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")

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

2759 563

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 255 ON DEPOSITED PLAN 68123

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

JIGAR DILIPKUMAR ACHARYA
NEHA JIGARKUMAR ACHARYA
BOTH OF 8 PADUA ROAD, PIARA WATERS
AS JOINT TENANTS

(T L931069) REGISTERED 9/5/2012

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

1. P567895 MORTGAGE TO AUSTRALIA & NEW ZEALAND BANKING GROUP LTD REGISTERED 30/5/2023.

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

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

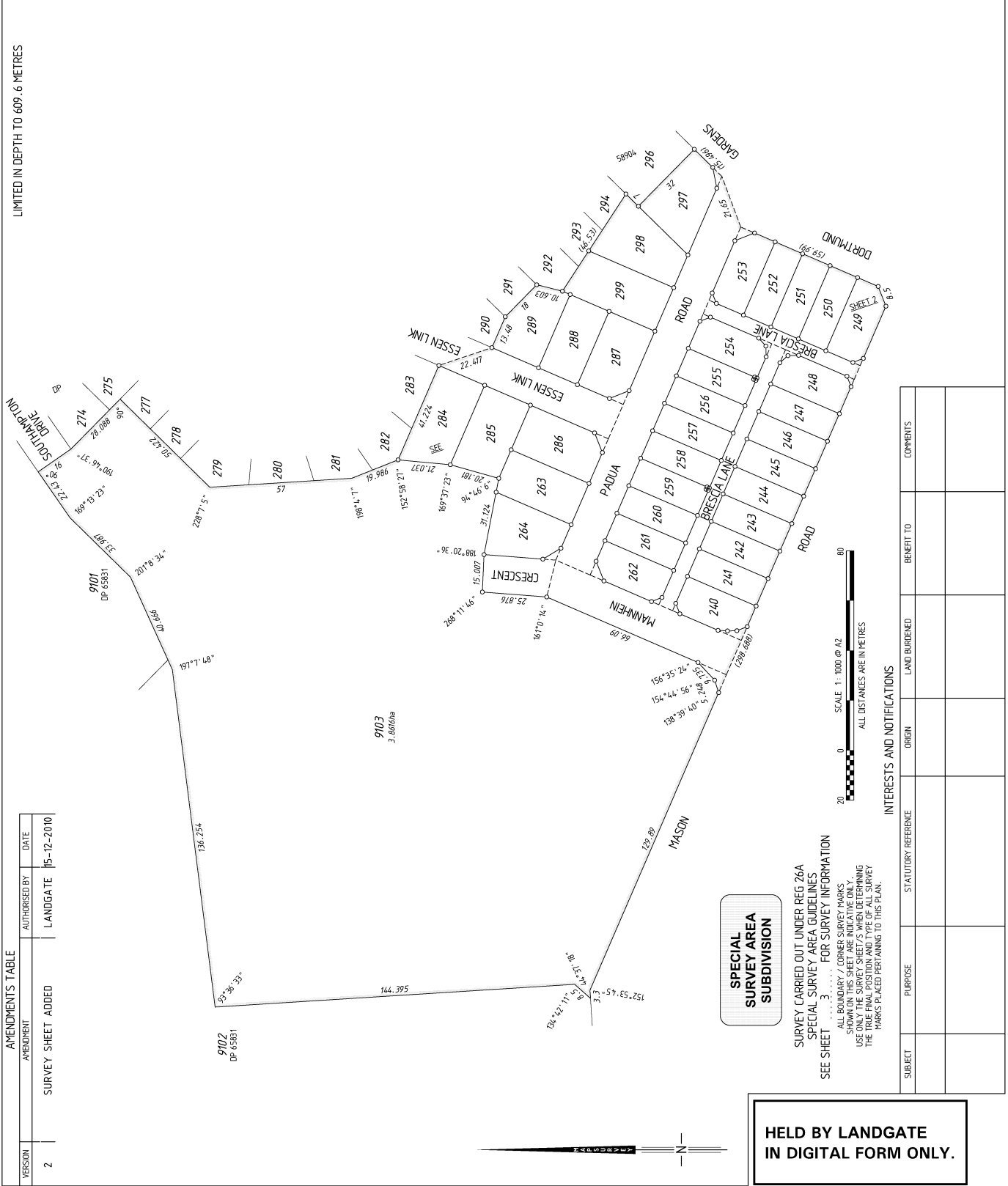
STATEMENTS:

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

SKETCH OF LAND: DP68123
PREVIOUS TITLE: 2752-683
PROPERTY STREET ADDRESS: 8 PADUA RD, PIARA WATERS.
LOCAL GOVERNMENT AUTHORITY: CITY OF ARMADALE

NOTE 1: K854703 SECTION 138D TLA APPLIES TO CAVEAT K813726

TYPE	FREEHOLD
PURPOSE	SUBDIVISION
PLAN OF	
	LOTS 240-264, 284-289, 297-299, 9103 AND ROADS
DISTRICT	CANNING
TOWNSITE	
S.S.A.	YES
R.O.L. FILE No.	FORMER TENURE
LOCALITY	PIARA WATERS
LOCAL AUTHORITY	CITY OF ARADALE
FIELD BOOK	ON LINE SEE SMARTPLAN
	9701
	SURVEYOR'S CERTIFICATE - Reg 54 Mark P. MAROTTI hereby certifies that this plan is accurate and is a correct representation of the land surveyed for the purposes of this plan and that it complies with the relevant written laws in relation to which it is lodged. Mark P. Marotti 2010.09.08 10:22:00 +0800 Licensed Surveyor
	McMULLENOLAN Professional Surveyors PO Box 3026, Sturtville, W.A. 6944 Phone: 08 9438 1800 Email: info@mcmlenolan.com.au
	SCALE: 1: 1000 at A2 ALL DISTANCES ARE IN METRES
	MAPS Ref: 94/004-dp-035b Stage 2 - DP68123.CSD
	DATE: 9-Sep-10 FEE PAID: \$2243.00 ASSESS No.: 7553981
	TYPE OF VALIDATION FULL AREA CORRECT CORRECT PARTIAL CORRECT CORRECT PARTIAL CORRECT
	APPROVED BY: [Signature] WESTERN AUSTRALIAN PLANNING COMMISSION DATE: 14-10-29
	SUBJECT TO: IN ORDER FOR DEALINGS
	Sec 686(1)(c) of P&A Act
	APPROVED: REC26A (4) 15-Dec-2010
	FOR INSPECTOR OF PLANS & SURVEYS / AUTHORIZED LAND OFFICER
	INSPECTOR OF PLANS & SURVEYS / AUTHORIZED LAND OFFICER
	Landgate Western Australian Land Information Authority
	DEPOSITED PLAN 68123
	SHEET 1 OF 3 SHEETS VERSION 2



SPECIAL SURVEY AREA SUBDIVISION

SURVEY CARRIED OUT UNDER REG 26A
SPECIAL SURVEY AREA GUIDELINES
SEE SHEET 3 FOR SURVEY INFORMATION

ALL BOUNDARY / CORNER SURVEY MARKS SHOWN ON THIS SHEET ARE INDICATIVE ONLY. USE ONLY THE SURVEY SHEETS WHEN DETERMINING THE MARKS PLACED PERTAINING TO THIS PLAN.

HELD BY LANDGATE IN DIGITAL FORM ONLY.

HELD BY LANDGATE
IN DIGITAL FORM ONLY.

SURVEY CARRIED OUT UNDER REG 26A
SPECIAL SURVEY AREA GUIDELINES
ALL BOUNDARY / CORNER SURVEY MARKS
SHOWN ON THIS SHEET ARE INDICATIVE ONLY.
USE ONLY THE SURVEY SHEET/S WHEN DETERMINING
THE TRUE FINAL POSITION AND TYPE OF ALL SURVEY
MARKS PLACED PERTAINING TO THIS PLAN.
FOR HEADING SEE SHEET 1
FOR INTERESTS AND NOTIFICATIONS
SEE SHEET 1

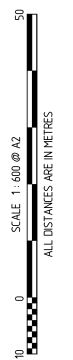


Landgate
Western Australian Land Information Authority



McMULLENOLAN
www.mcmullennolan.com.au
MPS No. 10000-0755
Stage 2, Dnr 152, LSD

SCALE: 1 : 600	at A2
ALL DISTANCES ARE IN METRES	
SHEET 2	OF 3 SHEETS
VERSION 2	



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 initialled 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 or Crown Lease number to be stated.
2. **APPLICANT**
State full name of the Applicant/Applicants and the address/ addresses to which future notices can be sent.
3. **REASON FOR APPLICATION**
The request to amend the register to be clearly stated. When referring to the land use the words "land above described".
4. **APPLICANTS EXECUTION**
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.



Department of Land Information
Government of Western Australia

EXAMINED

K854703 AW

16 Feb 2009 14:04:21 Perth



REG \$ 105.00
21DAY \$ 105.00
FEES \$ 210.00

APPLICATION

21 DAYS NOTICE
CAVEAT K813728

Paynes
PO Box 828
WEST PERTH WA 6872

9221 1771

9221 3858

E No.

X No.

PREPARED BY

Paynes

ADDRESS

PO Box 828
WEST PERTH WA 6872

PHONE No.

9221 1771

FAX No.

9221 3858

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

Expires 12th March 2009

TITLES, LEASES, DECLARATIONS ETC LODGED HERewith

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

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.



FORM AW

APPROVAL NO.
B1861

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

APPLICATION

DESCRIPTION OF LAND (Note 1)

Lot 555 on Deposited Plan 61398 ✓

EXTENT	VOLUME	FOLIO
Whole ✓	2700	300 ✓

APPLICANT (Note 2)

Michelangelo Fantasia of 747 Warton Road, Forrestdale, WA

REASON FOR APPLICATION (Note 3)

THE APPLICANT HEREBY APPLIES For the removal of CAVEAT Number K813726 as an encumbrance against the land above described, pursuant to section 138 B of the Transfer of Land Act, sending 21 days notice to the Caveator.

Dated this 13 day of February Year 2009

SIGNATURE OF APPLICANTS (Note 4)

Signed Registered Proprietor M. Fantasia

In the presence of Witness Anne Payne

Print Name **ANNE VERONICA PAYNE**
 Address **Lawyer**
 Occupation **C/- Paynes Barristers & Solicitors**
2nd Floor, 11 Ventnor Avenue
WEST PERTH WA 6005

Signed Registered Proprietor _____

In the presence of Witness _____

Print Name _____
 Address _____
 Occupation _____

Your ref: M FANTASIA
Our Ref: Complex Dealings - JL
Phone: 08 9273 7845
Fax: 08 9273 7364

PAYNES
PO BOX 828
WEST PERTH WA 6872

Dear Sir/Madam

APPLICATION MADE UNDER SECTION 138B OF THE TRANSFER OF LAND ACT 1893

APPLICATION	K854703
APPLICANT	MICHELANGELO FANTASIA
CAVEAT NUMBER	K813726
CAVEATOR	JOSEPHINE VITA DE ROSSI
CERTIFICATE OF TITLE	LOT 555 ON DEPOSITED PLAN 61398, VOLUME 2700 FOLIO 300
LAPSE DATE	12TH MARCH 2009

- 1 As requested by you in the Application, I have sent a notice to the Caveator (the Notice) under section 138B of the Transfer of Land Act 1893 (TLA).
- 2 The Notice advises the Caveator that the Caveat will lapse at midnight on the Lapse Date, unless before that time the Caveator (a) obtains a Supreme Court Order under TLA s138B(2)(a), and (b) extracts a copy of the Order, and (c) lodges a copy of the extracted Order with me.
- 3 If you have any questions about this matter, please contact the member of the Complex Dealings team referred to in "Our Ref" at the top of this letter or phone a Complex Dealings team member on 08 9273 7363 or 08 9273 7355. Landgate staff are unable to provide legal advice.

BRUCE ROBERTS
REGISTRAR OF TITLES
18TH FEBRUARY 2009

Explanatory Note

- 1 The Lapse Date is calculated on the basis that it is the 21st day after the deemed date of service of this notice. The date of service is explained in TLA s240 and is calculated by reference to the date this letter was posted. Unless proved otherwise, the date of this letter is also the date this letter was posted.
- 2 If the Caveat lapses, then, on the business day following the Lapse Date, the relevant Certificate of Title will be endorsed to show that the Caveat has lapsed (the endorsement). Immediately after the Endorsement has been made, other dealings and instruments may be registered on the Certificate of Title.

- (b) **By Fax** by sending a copy of the extracted Order to following fax address.

Manager, Complex Dealings
Landgate
Fax No: 08 9273 7364

The fax should be marked "URGENT" and the subject line of the fax should read as follows.

ATTN - MANAGER COMPLEX DEALINGS – TLA s138B ORDER

- (c) **By Email** by sending a scanned copy of the extracted Order to the following email address.

Email complexdealings138B@landgate.wa.gov.au

The email should be marked "URGENT" and the subject line of the email should read as follows.

ATTN - MANAGER COMPLEX DEALINGS – TLA s138B ORDER

- 5 If you have any questions about this matter, please contact the member of the Complex Dealings team referred to in "Our Ref" at the top of this letter or phone a Complex Dealings team member on 08 9273 7363 or 08 9273 7355. Landgate staff are unable to provide legal advice.

BRUCE ROBERTS
REGISTRAR OF TITLES
18TH FEBRUARY 2009

Explanatory Note

- 1 The Lapse Date is calculated on the basis that it is the 21st day after the deemed date of service of this notice. The date of service is explained in TLA s240 and is calculated by reference to the date this letter was posted. Unless you can prove otherwise, the date of this letter is also the date this letter was posted.
- 2 If the Caveat lapses, then, on the business day following the Lapse Date, the relevant Certificate of Title will be endorsed to show that the Caveat has lapsed (the Endorsement). Immediately after the Endorsement has been made, other dealings and instruments may be registered on the Certificate of Title.
- 3 If you can prove that the date of service of this notice was later than the deemed date of service, then you should telephone the Manager, Complex Dealings, Landgate immediately (quoting the reference number and the application number) to discuss the possibility of postponing the Lapse Date.

2

Your ref J V DE ROSSI
Our Ref Complex Dealings
Phone 08 9273 7845
Fax 08 9273 7364

**JOSEPHINE VITA DE ROSSI
C/- O'SULLIVAN DAVIES LAWYERS
LEVEL 11
30 THE ESPLANADE
PERTH WA 6000**

Dear Sir/Madam

THIS NOTICE IS SENT TO YOU UNDER SECTION 138B OF THE TRANSFER OF LAND ACT 1893

CAVEAT	K813726
CAVEATOR	JOSEPHINE VITA DE ROSSI
APPLICATION	K854703
APPLICANT	MICHELANGELO FANTASIA
CERTIFICATE OF TITLE	LOT 555 ON DEPOSITED PLAN 61398, VOLUME 2700 FOLIO 300
LAPSE DATE	12TH MARCH 2009

- 1 You are the caveator named in the Caveat. The Caveat has been noted on the Certificates of Title.
- 2 In the Application, the Applicant has asked me to send you this notice under section 138B of the Transfer of Land Act 1893 (TLA).
- 3 The Caveat will lapse at midnight on the Lapse Date, unless before that time you (a) obtain a Supreme Court Order pursuant to TLA s138B(2)(a), and (b) extract a copy of the Order, and (c) lodge a copy of the extracted Order with me.
- 4 You may lodge a copy of the extracted Order with me in one of the following 3 ways.
 - (a) **In Person** by bringing an original copy of the extracted Order to Landgate's Midland office at the following address.

Landgate Head Office
1 Midland Square, Midland
Morrison Road (Cnr Great Northern Highway)

The person lodging the Order should advise the front counter staff that they need to see a member of the Complex Dealing team to lodge an urgent court Order.