

# 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 **23 Lakehill Gardens**  
Suburb **Edgewater** State **WA** Postcode **6027**  
Lot **425** Deposited/Survey/Strata/Diagram/Plan **14662** Whole / Part Vol **1672** Folio **371**

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

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

**Purchase Price** \_\_\_\_\_

**Settlement Date** \_\_\_\_\_

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

## GST WITHHOLDING

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

### FINANCE CLAUSE IS APPLICABLE

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

### FINANCE CLAUSE IS NOT APPLICABLE

Signature of the Buyer if Finance Clause IS NOT applicable

\_\_\_\_\_  
\_\_\_\_\_

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

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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.

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

## 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

<b>Name</b>	Adam Ross Sutton		
<b>Address</b>	23 Lakehill Gardens		
<b>Suburb</b>	Edgewater	<b>State</b>	WA
		<b>Postcode</b>	6027
<b>Name</b>	Angela Phillips		
<b>Address</b>	23 Lakehill Gardens		
<b>Suburb</b>	Edgewater	<b>State</b>	WA
		<b>Postcode</b>	6027

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 
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#### RECEIPT OF DOCUMENTS


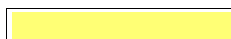
The Seller acknowledges receipt of the following documents:

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

#### COPYRIGHT

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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 Adam Ross Sutton

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name Angela Phillips

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

**23 Lakehill Gardens, Edgewater WA 6027**

**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

23 Lakehill Gardens, Edgewater WA 6027

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

14 days after acceptance ("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

1672 371

**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 425 ON PLAN 14662

**REGISTERED PROPRIETOR:**  
(FIRST SCHEDULE)

ANGELA PHILLIPS  
ADAM ROSS SUTTON  
BOTH OF 23 LAKEHILL GARDENS EDGEWATER WA 6027  
AS JOINT TENANTS

(T 0010780 ) REGISTERED 18/10/2018

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

1. D113912 RESTRICTIVE COVENANT BURDEN REGISTERED 20/9/1985.
2. O010781 MORTGAGE TO AUSTRALIA & NEW ZEALAND BANKING GROUP LTD REGISTERED 18/10/2018.

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

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

**STATEMENTS:**

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

SKETCH OF LAND: 1672-371 (425/P14662)  
PREVIOUS TITLE: 1672-364  
PROPERTY STREET ADDRESS: 23 LAKEHILL GDNS, EDGEWATER.  
LOCAL GOVERNMENT AUTHORITY: CITY OF JOONDALUP





Application C835575

WESTERN

AUSTRALIA



Volume 1672 Folio 364

1672 371

# CERTIFICATE OF TITLE

UNDER THE "TRANSFER OF LAND ACT, 1893" AS AMENDED

I certify that the person described in the First Schedule hereto is the registered proprietor of the undermentioned estate in the undermentioned land subject to the easements and encumbrances shown in the Second Schedule hereto.

*N.J. Smyth*

REGISTRAR OF TITLES



Dated 14th August, 1984

### ESTATE AND LAND REFERRED TO

Estate in fee simple in portion of Perthshire Location 101 and being Lot 425 on Plan 14662, delineated and coloured green on the map in the Third Schedule hereto.

### FIRST SCHEDULE (continued overleaf)

~~Maytime Pty. Ltd., of Second Floor, 10 Outram Street, West Perth.~~

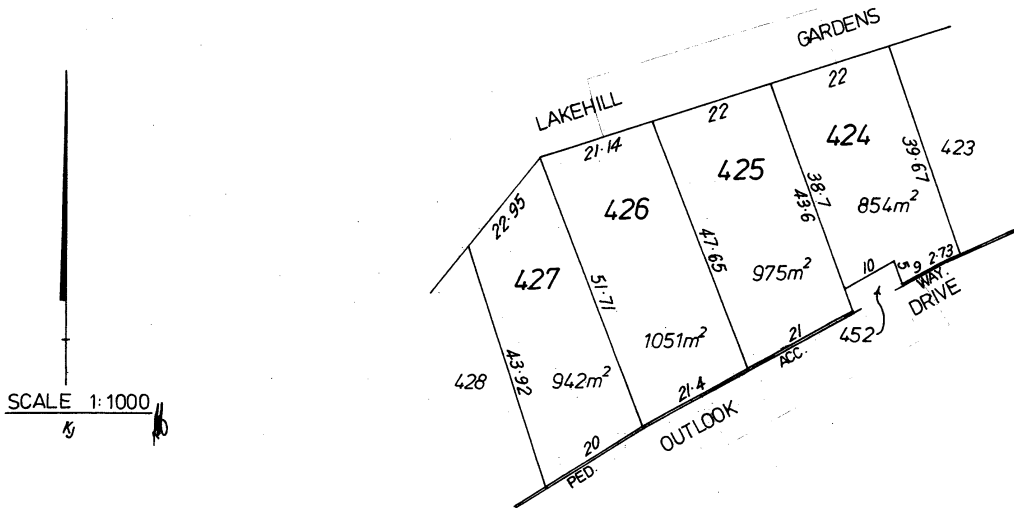
### SECOND SCHEDULE (continued overleaf)

1. MORTGAGE C742198 to ~~A.G.C. (General Finance) Ltd.~~ Registered 2.4.84 at 3.17 o/c.  
Discharged D113911 20.9.85

*N.J. Smyth*

REGISTRAR OF TITLES

### THIRD SCHEDULE



SCALE 1:1000

PERSONS ARE CAUTIONED AGAINST ALTERING OR ADDING TO THIS CERTIFICATE OR ANY NOTIFICATION HEREON

NOTE: RULING THROUGH AND SEALING WITH THE OFFICE SEAL INDICATES THAT AN ENTRY NO LONGER HAS EFFECT. ENTRIES NOT RULED THROUGH MAY BE AFFECTED BY SUBSEQUENT ENDORSEMENTS.

72009/12/77-45M-S/2860

Superseded - Copy for Sketch Only

Page 1 (of 2 pages) 1672 371 VOL. FOL.



**FIRST SCHEDULE (continued)**

NOTE: RULING THROUGH AND SEALING WITH THE OFFICE SEAL INDICATES THAT AN ENTRY NO LONGER HAS EFFECT. ENTRIES NOT RULED THROUGH MAY BE AFFECTED BY SUBSEQUENT ENDORSEMENTS.

REGISTERED PROPRIETOR	INSTRUMENT		REGISTERED	TIME	SEAL	INITIALS
	NATURE	NUMBER				
<u>James Kenneth Graham</u> , of 18B Hollett Road, Morley, Builder.	Transfer	D113912	20.9.85	2.39		
<u>David Ross Francis</u> , Bus Driver and <u>Glenise Lorraine Francis</u> , Married Woman, both of 34 Fenellia Crescent, Craigie, as joint tenants.	Transfer	D275510	30.6.86	1.41		
<u>David Ross Francis</u> and <u>Johanna Riniskie Hatherley</u> both of 23 Lakehill Gardens Edgewater	Transfer	F9521	9.10.92	15.32		
<u>Ronald Andre Visser</u> and <u>Donna Hilda Visser</u> both of 23 Lakehill Gardens, Edgewater.	Transfer	F911935	27.6.95	8.20		

**SECOND SCHEDULE (continued)**

NOTE: RULING THROUGH AND SEALING WITH THE OFFICE SEAL INDICATES THAT AN ENTRY NO LONGER HAS EFFECT. ENTRIES NOT RULED THROUGH MAY BE AFFECTED BY SUBSEQUENT ENDORSEMENTS.

INSTRUMENT	PARTICULARS	REGISTERED	TIME	SEAL	INITIALS	CANCELLATION	NUMBER	REGISTERED OR LODGED	SEAL	INITIALS
Transfer	Contains a restrictive covenant	20.9.85	2.39			Discharged	E412538	27.7.90		
Mortgage	to <u>Westbond Credit Union Ltd.</u>	30.6.86	1.41			Discharged	F9520	9.10.92		
Mortgage	to <u>Challenge Bank Ltd</u>	27.7.90	9.42			Discharged	F597064	30.6.94		
Mortgage	to <u>Challenge Bank Ltd</u>	9.10.92	15.32			Discharged	F911934	27.6.95		
Mortgage	to <u>National Australia Bank Ltd.</u>	30.6.94	8.50							
Mortgage	to <u>Westpac Banking Corporation.</u>	27.6.95	8.20							

# PLAN 14662

## PORTION OF PERTHSHIRE LOCATION 101

SURVEYOR JR GREVILLE

FB. 49490

TOTAL AREA 2.331ha

DIA 3697

INDEX PLAN SWAN 2000 08.05

C.T. 1656-867

NOW 1672-364

1672-389 (P.A.W.)

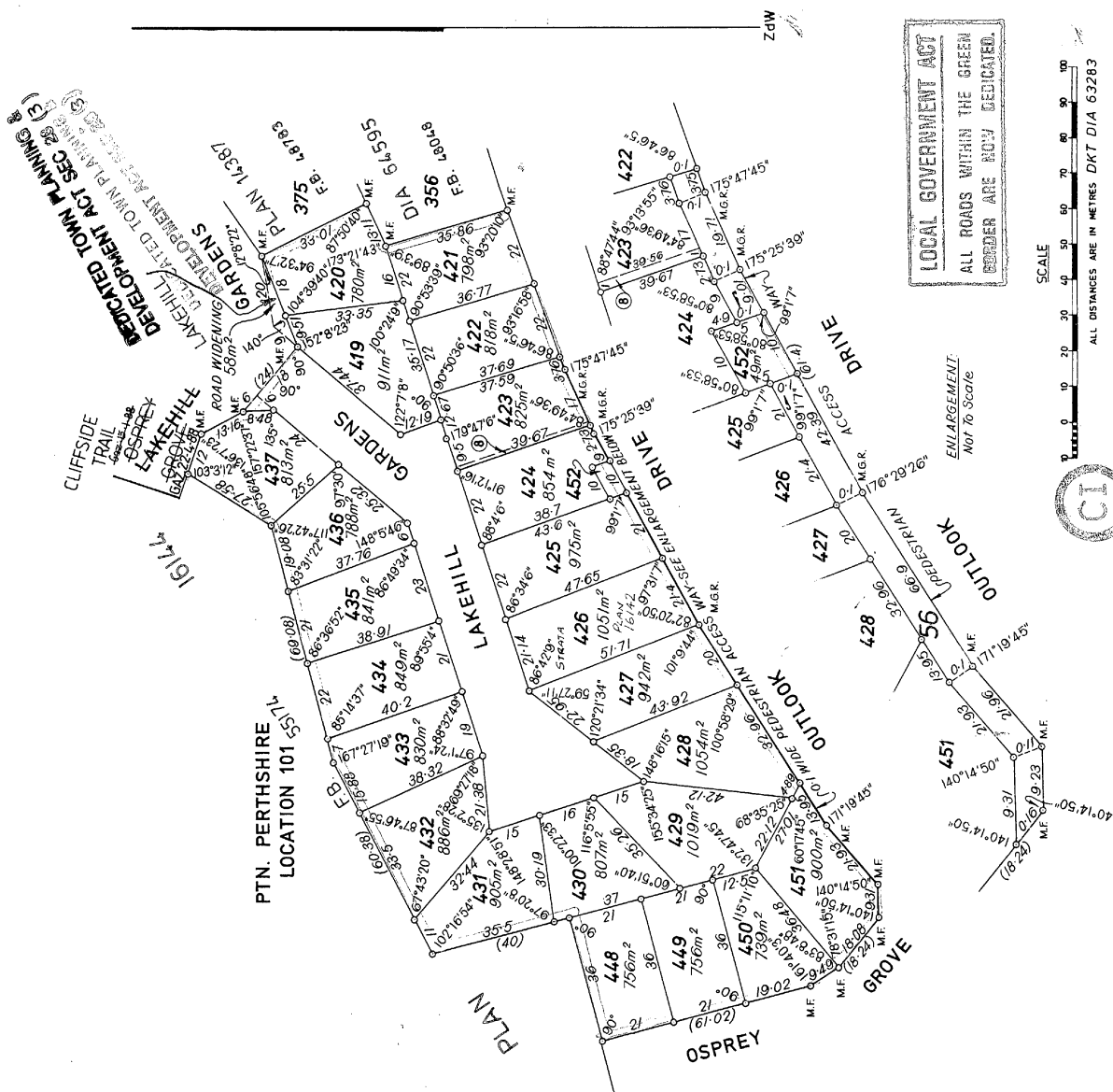
IN ORDER FOR DEALINGS

2-8-84

APPROVED  
14.8.84

EASEMENT TO THE STATE ENERGY COMMISSION  
UNDER SEC 27A REG 8 OF THE T.P. & D. ACT.

PEDESTRIAN ACCESS WAY TO VEST IN THE CROWN  
UNDER SECTION 20A OF THE T.P. & D. ACT.



**LOCAL GOVERNMENT ACT**  
ALL ROADS WITHIN THE GREEN  
BORDER ARE NOW DEDICATED.

AND Perth Certificate of Title  
Registration & Transfer of Land  
Perth City Council  
Date 17/6/2005



# PLAN 14662

# Plan 14662

<b>Lot</b>	<b>Certificate of Title</b>	<b>Lot Status</b>	<b>Part Lot</b>
0	N/A	Retired	
56	1672/389	Registered	
419	1672/365	Registered	
420	1672/366	Registered	
421	1672/367	Registered	
422	1672/368	Registered	
423	2160/468	Registered	
424	1672/370	Registered	
425	1672/371	Registered	
426	SP16142	Strata'd	
427	SP35365	Strata'd	
428	1672/374	Registered	
429	1672/375	Registered	
430	1672/376	Registered	
431	1672/377	Registered	
432	1672/378	Registered	
433	1672/379	Registered	
434	1672/380	Registered	
435	1672/381	Registered	
436	1672/382	Registered	
437	1672/383	Registered	
448	1672/384	Registered	
449	1672/385	Registered	
450	1672/386	Registered	
451	1672/387	Registered	
452	1672/388	Registered	

Form T2.

INSTRUMENT DATED 29.85  
STAMPED \$ 393.75  
VALUE \$ 22500  
for COMMISSIONER OF STATE TAXATION

WESTERN AUSTRALIA STAMP DUTY  
18SEP85 20893499 5/D \$5.00

WESTERN AUSTRALIA.  
Transfer of Land Act 1893 as amended  
**TRANSFER OF LAND**

No. **0113912**

DESCRIPTION OF LAND BEING TRANSFERRED. State whether whole or part of land comprised in Certificate of Title and/or Crown Lease.

Lot 425 on Plan 14662, and being the whole of the land comprised in Certificate of Title Volume 1672 Folio 371.

ESTATE AND INTEREST BEING TRANSFERRED. Fee simple, Leasehold or as the case may be.

fee simple

ENCUMBRANCES. If none, insert nil.

nil

TRANSFEROR. Full name, address and occupation.

MAYTIME PTY LTD, of Second Floor, 10 Outram Street, West Perth

CONSIDERATION IN WORDS.

TWENTY TWO THOUSAND FIVE HUNDRED DOLLARS ONLY (\$22,500.00)

TRANSFeree. Full name, address and occupation. If a minor, state date of birth. If two or more state whether as Joint Tenants or Tenants in Common. If Tenants in Common, specify shares.

*J. Graham*  
**GRAHAM**  
JAMES KENNETH JAMES, Builder, of 18B Hollett Road, Morley. *J. Smith*

FORM APPROVAL  
No. 023  
REGISTRAR OF TITLES

If insufficient space hereon sections may be added on page 2 or on an annexure sheet. See Note 3 on back hereof.

Sands & McDougall  
STOCK FORM 317

THE TRANSFEROR for the consideration herein expressed HEREBY TRANSFERS TO THE TRANSFEREE the estate and interest herein specified in the land above described subject to the encumbrances as shown hereon <sup>(a)</sup>

COVENANT TO BE CREATED

And the transferees for themselves and their successors in title and the registered proprietor for the time being of the land hereby transferred hereby covenant with the transferor and its successors in title and the registered proprietor(s) of the land to which the benefit of the following covenants is appurtenant more particularly described hereunder that

1. The transferee will not erect or permit or suffer the erection on the said land of any dwelling unless the external building material is brick.
2. The transferee will not carry out or permit to be carried out or suffer the carrying out on the said land of any landscaping to the front elevation only unless the same is compatible with landscaping within the Edgewater Development.
3. And the benefits of these covenants is appurtenant to all of the Lots on Plan 14662 except the within transferred Lot 425.

a. Here set forth:  
any Easements to be created as appurtenant to the land commencing with the words "together with" and/or  
any Reservations hereby created encumbering the land commencing with the words "Reserving to" and/or  
any Restrictive Covenants hereby created.

Dated this 13<sup>th</sup>

day of September

19 85

TRANSFERORS SIGN HERE (see note 1)

b. Signature.  
c. Signature, address and occupation of witness. (See note 2)  
d. Add attestations as required.

Signed (b) The Common Seal of  
MAYTIME PTY LTD  
in the presence of (c) was hereunto affixed by  
authority of the Directors and  
in the presence of:-



Signed (b) Director [Signature]  
in the presence of (c)

(d) Secretary [Signature]

TRANSFEREES AND OTHER PARTIES SIGN HERE (see note 1)

Signed (b) [Signature] James Kenneth Graham.  
in the presence of (c)

[Signature]  
9 GARDEN GROVE BALLAJURA  
SALESMAN

Signed (b)  
in the presence of (c)  
(d)

0113912

No.

**TRANSFER**

NOTES.

1. A separate attestation should be made by each person signing this document; i.e. each signature should be separately witnessed.
2. If executed within the Commonwealth of Australia or its Territories witnesses must be 18 years of age or over and not a party to this document. If executed outside the Commonwealth of Australia or its Territories the witness should be one of the persons listed in Section 145 of the Transfer of Land Act.
3. If any of the boxed sections on page 1 has insufficient space then the relevant information may be added on page 2 herein. If further space is required use Annexure Form B1. Appropriate headings should be shown in each case. The boxed sections should only contain the words "See page 2" or "See Annexure 'A' (or as the case may be) attached". Annexure sheets should be dated, signed by the persons signing this document and their witnesses and be pinned to this form.
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.

FEES (office use)	\$	c
	27	5

Parties .....

Lodged by **TERRACE SETTLEMENTS PTY. LTD.**  
 200 ST. GEORGE'S TERRACE,  
 PERTH, W.A. 6000.  
 Address 321 6222 321 7706  
 Phone No. ISSUING BOX NO. 165

Use this space for instructions if any documents are to issue to other than lodging party.

2

Titles, Crown Leases, Declarations, etc., lodged with this document. (To be filled in by person lodging.)

1. .... } Received items  
 2. .... } No's  
 3. .... }  
 4. .... }  
 5. .... }  
 6. .... }  
 Rec. Clerk. *[Signature]*

**BELOW THIS LINE FOR OFFICE USE ONLY**

Encumbrances not notified on face.

New Titles to issue or Endorsing instruction. *51 plus covenant*

EXAMINED. *[Signature]*

Registered *20<sup>th</sup> September 1985*  
 at *2-39* o'clock and  
 particulars entered in the Register Book.

Initials of Signing Officer *J. J. Smyth*  
 8  
**REGISTRAR OF TITLES**

**INSTRUCTIONS**

1. Page 2 of this document may be used:
- 1.1 If insufficient space in any section hereon; Appropriate headings should be shown. The boxed sections should only contain the words "see page..."
- 1.2 To set forth Easements created as appurtenant to the land (commencing with the words "together with"). Reservations created encumbering the land (commencing with the words "reserving to") or any Restrictive Covenant hereby created. Any Sketch contained thereon must be initialled by all parties.
2. If further space is required Additional Sheet Form B1 should be used with appropriate headings. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.
4. Duplicate Crown Lease or where issued, the Duplicate Certificate of Title is required to be produced or if held by another party then arrangements must be made for its production. ***If a Duplicate Certificate of Title is not required to be re-issued, or if a Duplicate Certificate of Title has not been issued previously but is required to issue subsequent to this document, the written request of the Transferee is required by signing this panel. Written consent of the First Mortgagee is also required if applicable.***

**NOTES**

1. **DESCRIPTION OF LAND**  
Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated. Extent - Whole, part or balance of the land comprised in the Certificate of Title to be stated. The Volume and Folio or Crown Lease number, to be stated.
2. **ESTATE AND INTEREST**  
State whether Fee Simple, Leasehold or as the case may be in the land being transferred. If share only, specify.
3. **TRANSFEROR**  
State full name of the Transferor/Transferors (Registered Proprietor) as shown on the Certificate of Title or Crown Lease.
4. **CONSIDERATION**  
If a sum of money only, to be expressed in figures and in every other case to be concisely stated in words.
5. **TRANSFeree**  
State full name of the Transferee/Transferees (Purchaser) and the address/addresses to which future notices can be sent. If a minor, state date of birth. If two or more state tenancy eg;
  - Joint Tenants, ***(on the death of a joint tenant, the survivor(s) become(s) the registered proprietor(s) of the deceased's interest by applying to the Registrar of Titles)***
  - Tenants in Common, ***(on the death of a tenant in common, their share is dealt with according to their Will)***.
 If Tenants in Common specify shares.
6. **TRANSFeree'S TRANSFEROR'S EXECUTION**  
Transferee's and Transferor's must sign their appropriate panel. A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an adult person. The full name, address and occupation of the witness must be stated. Execution by a corporation or body corporate must be in accordance with the *Corporations Act 2001*.



OFFICE USE ONLY

**0010780 T**

18 Oct 2018 09:10:22 Perth



**TRANSFER**

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

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

PREPARED BY Vicki Philipoff Settlements  
 184085 EC  
 ADDRESS PO BOX 1800  
 WEST PERTH WA 6872  
 evelyn@vickiphilipoff.com.au  
 PHONE No. 6311 4888 FAX No. 6311 4899

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

ZLS

TITLES, LEASES, DECLARATIONS ETC. LODGED HERewith

1.	<u>Voix 2</u>	Received Items
2.	<u>Dalyan</u>	Nos.
3.		3
4.		
5.		
6.		Receiving Clerk

[Signature]

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 17th day of OCTOBER Year 2018

TRANSFEROR/S SIGN HERE (Note 6)

<input checked="" type="checkbox"/> <u>Donna Visser</u> DONNA Witness Signature: <u>[Signature]</u> Witness Name: <u>Donna Visser</u> Address: <u>Karen Joy Stephenson</u> <u>181 Roberts Road</u> <u>Subiaco WA 6008</u> <u>08 9273 8977</u> Occupation: <u>Licensed Settlement Agent</u> Phone Number: <u>[Blank]</u>	<input checked="" type="checkbox"/> <u>Ron Visser</u> RONALD Witness Signature: <u>[Signature]</u> Witness Name: <u>Ron Visser</u> Address: <u>Karen Joy Stephenson</u> <u>181 Roberts Road</u> <u>Subiaco WA 6008</u> <u>08 9273 8977</u> Occupation: <u>Licensed Settlement Agent</u> Phone Number: <u>[Blank]</u>
--	---

REQUEST FOR ISSUE / NON-ISSUE (Instruction 4)

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

Signed \_\_\_\_\_

Signed \_\_\_\_\_

TRANSFEEE/S SIGN HERE (Note 6)

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

Signed by: Angela

Signed by: Adam

[Signature]

[Signature]

In the presence of:

In the presence of:

Witness sign:

Witness sign:

[Signature]

[Signature]

Witness print Full Name:  Linda Maria Picius

Witness print Full Name:  Linda Maria Picius

Witness Address:  2 Kentia Loop  
WARREROO

Witness Address:  2 Kentia Loop  
WARREROO

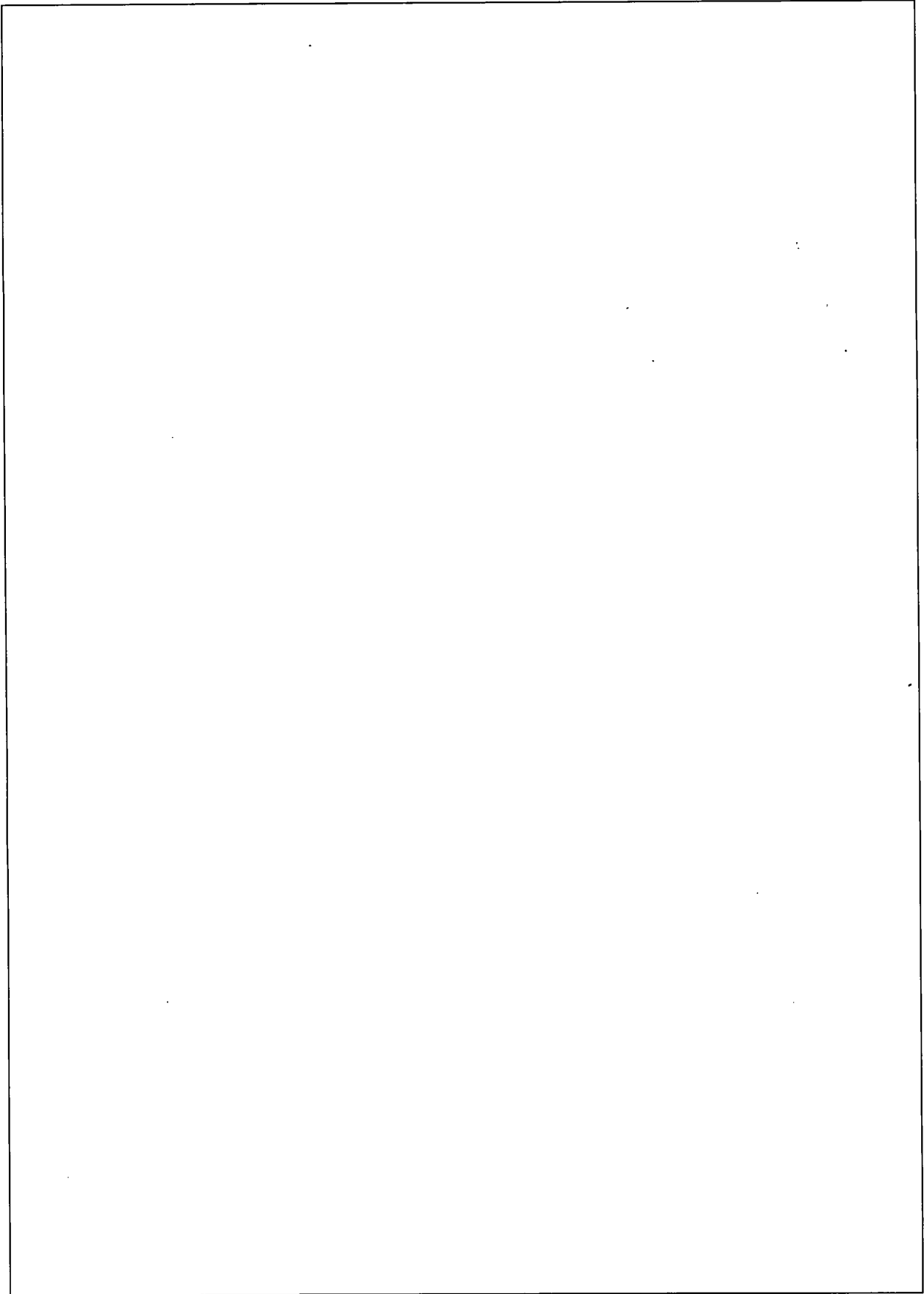
Witness occupation:  Home Duties

Witness occupation:  Home Duties

Witness phone (B/H):  0408915552

Witness phone (B/H):  0408915552

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)



WESTERN AUSTRALIA  
TRANSFER OF LAND ACT 1893

## TRANSFER OF LAND

DESCRIPTION OF LAND (Note 1)

DESCRIPTION OF LAND (Note 1)	EXTENT	VOLUME	FOLIO
LOT 425 ON PLAN 14662	WHOLE	1672	371

ESTATE AND INTEREST (Note 2)

FEE SIMPLE

TRANSFEROR (Note 3)

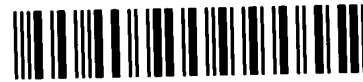
DONNA HILDA VISSER  
RONALD ANDRE VISSER

CONSIDERATION (Note 4)

\$680,000.00

TRANSFeree (Note 5)

ANGELA PHILLIPS AND ADAM ROSS SUTTON  
BOTH OF 23 Lakehill Gardens EDGEWATER WA 6027  
AS JOINT TENANTS



**Certificate of Duty**  
**Transfer - Residential Rate**  
Taxation Administration Act 2003  
Section 49, Special Tax Return Arrangement

Certificate Number:	1029602990	Certificate Issue Date:	09-10-2018
Bundle ID	182586470	Client Reference:	184085
Transaction Date:	03-09-2018		
Dutiable Value:	\$680,000.00		
<b>Duty:</b>	<b>\$26,315.00</b>		

**No Double Duty**

Description of Property

Land in WA: Lot 425, Plan 14662      Volume/Folio: 1672/371

Seller(s) / Transferor(s): VISSER, DONNA HILDA  
VISSER, RONALD ANDRE

Buyer(s) / Transferee(s): PHILLIPS, ANGELA; and  
SUTTON, ADAM ROSS as joint tenants

**Related Certificate Summary**

Certificate Number	Certificate Date	Transaction Date	Bundle ID	Dutiable Value	Duty
1029602982	09-10-2018	03-09-2018	182586470	\$680,000.00	\$26,315.00



11 October 2018

Our ref: 28373 KS

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

**Settlement Agents Statement**

Name of client (s) identified: RONALD ANDRE VISSER  
DONNA HILDA VISSER

Presently of: 69 Bronzewing Avenue ELLENBROOK WA 6069  
Address of property being sold: 23 Lakehill Gardens, EDGEWATER

Place and date where identification occurred: Australia on 11/10/2018

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

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

I reasonably believe my client (s) has/have the authority to deal with the interest in the land the subject to this transaction: Transfer of Land, Lot 425 on Plan 14662 on Volume Folio Number 1672/371

Yours Faithfully



Karen Stephenson  
Licensed Conveyancer  
Australia  
92738977  
karen@evolutionsettle.com.au

EV000881245 VOI



p 08 9273 8977 f 08 9381 3461 e reception@evolutionsettle.com.au

a 181 Roberts Road, Subiaco WA 6008

Evolution Settlements Pty Ltd T/A Evolution Settlements ABN 30 528 638 171 ACN 118 739 067 Licensed Real Estate Settlement Agent (TC 54480)



SETTLE WITH EASE

9 October 2018

Our ref: 184085 EC

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

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



**Settlement Agents Statement**

Name of client (s) identified: ANGELA PHILLIPS  
ADAM ROSS SUTTON

Presently of: 2 Kentia Loop WANNEROO WA 6065  
Address of property being bought: 23 Lakehill Gardens, EDGEWATER

Place and date where identification occurred: Australia on 22/09/2018

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

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

I reasonably believe my client (s) has/have the authority to deal with the interest in the land the subject to this transaction: Transfer of Land, Lot 425 on Plan 14662 on Volume Folio Number 1672/371

Yours faithfully

Evelyn Craig  
Licensed Conveyancer  
32 Delhi Street WEST PERTH WA Australia  
6311 4882  
evelyn@vickiphilippoff.com.au

EV000881246 VOI





