

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.
- LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS**
In this panel show (subject to the next paragraph) those limitations, interests, encumbrances and notifications affecting the land being transferred that are recorded on the certificate(s) of title:
 - In the Second Schedule;
 - If no Second Schedule, that are encumbrances.
(Unless to be removed by action or document before registration hereof)
 Do not show any:
 - Easement Benefits or Restrictive/Covenant Benefits; or
 - Subsidiary interests or changes affecting a limitation, etc, that is to be entered in the panel (eg, if a lease is shown, do not show any sub-lease or any document affecting either).
 The documents shown are to be identified by nature and number. The plan/diagram encumbrances shown are to be identified by nature and relevant plan/diagram. Strata/survey-strata plan encumbrances are to be described as "Interests on strata/survey-strata plan". If none show "nil".
- 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.
- 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 address and occupation of the witness must be stated.

EXAMINED

OFFICE USE ONLY

1 368292 T

30 Jan, 2003 09:05:31 Perth



REG. \$ 105.00

105

TRANSFER

LODGED BY

ADDRESS

PHONE No.

FAX No.

REFERENCE No.

ISSUING BOX No.

PREPARED BY

ADDRESS

PHONE No.

FAX No.

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

JAN SIMPSON SETTLEMENTS
PO BOX 7199, CLOISTERS SQUARE
PERTH WA 6850
TELEPHONE: 9481 6333
FAX: 9481 6644

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.



4/5

Dated this 20th day of December Year 2002

TRANSFEROR/S SIGN HERE (Note 7)

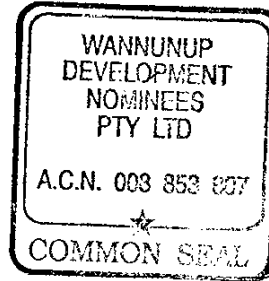
Signed

Signed

In the presence of

In the presence of

THE COMMON SEAL OF WANNUNUP DEVELOPMENT NOMINEES PTY LTD A.C.N. 008 853 807 was hereunto affixed by authority of its Directors in the presence of:



Director: [Signature]

Director/Secretary: [Signature]

REQUEST FOR ISSUE/NON-ISSUE (Instruction 4)

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

Signed

Signed

TRANSFEREE/S SIGN HERE (Note 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

In the presence of

[Signature]
f. ferfolza
A. Ferfolza
Witness: **ADRIANO FERFOLZA**
61 FREDERICK RD
HAMILTON HILL 6163
Occupation: **ELECTRICIAN**

Signed

In the presence of

[Signature]
s. ferfolza
A. Ferfolza
Witness: **ADRIANO FERFOLZA**
61 FREDERICK RD
HAMILTON HILL 6163
Occupation: **ELECTRICIAN**

Now being the Land comprised in:

Certificate of Title Volume 2212 Folio 200.

[Handwritten scribbles]

DIL x *[Signature]*
DIL/SECL x *[Signature]*

[Signature]

ADDITIONAL PAGE TO

Dated

areas and with no contaminants or nutrients, to overflow into any canal or waterway;

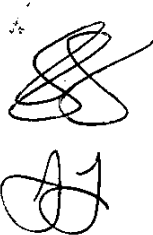
- (iii) allow the footpath or any gutter to deteriorate so as to hinder or prevent its efficient operation.
- (3) not to erect or construct, or permit to be erected or constructed, on the Property:
- (a) anything other than one single residential dwelling and associated outbuildings;
 - (b) more than one dwelling except if the Property is a unit site as shown on plans approved by the Western Australian Planning Commission or the City of Mandurah;
 - (c) a dwelling having a floor area (measured using the outside dimensions of the walls enclosing the dwelling) less than 180 square metres exclusive of patios, balconies, verandahs, storage areas, workshops, pergolas and any attached garage, carport or outbuildings;
 - (d) any building exceeding three storeys;
 - (e) any building with external wall materials which are not substantially of masonry construction or which are of highly reflective materials such as mirror glass, zincalume roofing or unpainted galvanised sheet steel and which are not screened from view from adjacent dwellings, roads and canals;
 - (f) any buildings or major structures within 4.0 metres from the centre line of any canal wall on the Property unless accompanied by a detailed engineering design and loading certificate. (In these covenants the term "Major structures" means swimming pools, boat davits, steps, retaining walls, pergolas, gazebos or any other structures that may cause wind or weight loadings to be imposed on a canal wall);
 - (g) any outbuildings whose design, appearance and external colours and textures are not integrated and substantially matched with the main building on the Property;
 - (h) any outbuildings with galvanised iron or unpainted fibrous cement walls except for sheds with a floor area of less than eight square metres and which are not visible from any canal or road;
 - (i) any retaining walls with a height more than 1.4 metres


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above the original median finished level of the Property, or any terracing where successive retaining walls are separated by less than one metre of landscaping or lawn, or any retaining wall closer than one metre to a building wall;

- (j) a garage or carport with an internal floor area of less than 36 square metres.
- (4) not to paint or apply any other finish to, or alter, add to or attach anything to, any Canal Wall other than any jetty structure approved by all relevant authorities;
- (5) not to place or create, or permit to be placed or created, any garden bed or any area of sand or soil unstabilised by landscaping, lawn or paving in the area six metres from the inside of any Canal Wall;
- (6) not to erect or construct, or permit to be erected or constructed, any fences on the Property except:
 - (a) on external boundaries:
 - (i) stone or masonry walls; or
 - (ii) wrought iron or tubular steel fences built into a masonry or stone wall or supported by masonry or stone pillars;
 - (b) for internal screens or swimming pool security fences:
 - (i) tubular steel fences with infill panels of transparent material; or
 - (ii) anodised or painted wrought iron or tubular steel fences supported by steel uprights;
 - (c) as provided in clause 1(7) of these covenants;
- (7) not to erect or construct, or permit to be erected or constructed, on the Property:
 - (a) any boundary fence or screen wall exceeding the height of 1.8 metres above the original median finished level of the Property, except in the case of an open mesh tennis court fence or part of a pergola or similar structure which is on top of a fence of the type referred to in clause 1(6) (a) (i) or (ii) of these covenants and which does not exceed the height of 1.8 metres above the original median finished level of the Property;



DIR / SEC ✓


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. (Instruction 2)

1. The transferee covenants with the transferor and the transferor's successors in title for the transferee and the transferee's successors in title the registered proprietors from time to time of the land hereby transferred (the "Property") as follows:

- (1) that the Canal Wall adjacent to the canal which fronts the Property (the "Canal Wall") is constructed inside the boundary of the Property, that the transferee shall not:
- (a) place any structural loading on the Canal Wall of any kind;
 - (b) paint or alter the finish of the Canal Wall from that in which it was constructed; or
 - (c) in any other way interfere with the structure and integrity of the Canal Wall;

nor cause or suffer or allow to be done any of the foregoing nor agree to the same, provided that this covenant does not prevent the transferee undertaking any works or repairs to the Canal Wall within the Property where properly required by any relevant authority;

- (2) in order to maintain proper pollution controls, not to contravene any requirement of any instrumentality or authority having jurisdiction over the canal or waterway nearby or adjacent to the Property and in particular (but subject to any requirements of any instrumentality or authority) not to:
- (a) use any fertilisers on the Property except slow release granular type fertilisers;
 - (b) use fertilisers except as permitted by regulations or requirements of all relevant authorities;
 - (c) allow any fertiliser run-off, contaminants, or nutrients to enter any canal or waterway;
 - (d) change the structure, layout, shape or function of the footpath or gutter or drainage system abutting the canal or waterway and not:
 - (i) allow any accrual of dirt, debris, rubbish or other material in the footpath or gutter which hinders or prevents its efficient operation;
 - (ii) allow any stormwater or other water, except from a closed pipe system draining any roofed

[Handwritten initials]

DIR X
DIR/SECY

FORM

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED.

STAMP DUTY PAID SECTION 112V	
1323755-16-2T	S/11/02
5458-1323755-16-1	Date of Instrument
\$ 200,000	\$ NIL
Gross Consideration	Chattels
<i>ll. Fur</i>	\$ 20.00
Signature	Duty <i>o/s</i> 6350.00

TRANSFER OF LAND

DESCRIPTION OF LAND (Note 1)

Lot 514 on Deposited Plan 31401

Whole

2517

114

ESTATE AND INTEREST (Note 2)

Nil

LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS (Note 3)

I099364 Memorial. Town Planning & Development Act, 1928

TRANSFEROR (Note 4)

WANNUNUP DEVELOPMENT NOMINEES PTY LTD
A.C.N. 008 853 807

CONSIDERATION (Note 5)

Two Hundred Thousand dollars (\$200,000.00)

TRANSFeree (Note 6)

Fernando Oreste Ferfolja and Sonja Michele Ferfolja
of 61 Frederick Road, HAMILTON HILL, AS joint tenants.