

WESTERN



AUSTRALIA

REGISTER NUMBER 852/DP218033	
DUPLICATE EDITION 2	DATE DUPLICATE ISSUED 28/7/2021

DUPLICATE CERTIFICATE OF TITLE
UNDER THE TRANSFER OF LAND ACT 1893

VOLUME 2045 FOLIO 765

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 852 ON DEPOSITED PLAN 218033

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

ROBERT NEIL PEARSON
DONNA GENENE PEARSON
BOTH OF 2 SEA RIPPLE AVENUE PORT DENISON WA 6525
AS JOINT TENANTS

(T O817964) REGISTERED 28/7/2021

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

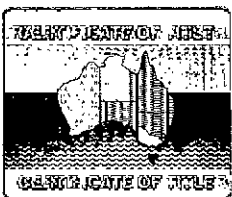
Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required.
Lot as described in the land description may be a lot or location.

-----END OF DUPLICATE 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: 2045-765 (852/DP218033)
PREVIOUS TITLE: 2045-765
PROPERTY STREET ADDRESS: 12 SEA RIPPLE AV, PORT DENISON.
LOCAL GOVERNMENT AUTHORITY: SHIRE OF IRWIN



This certificate of title is a valuable document that is protected by overt and covert security features, including a thermochromic icon on the front of this document. To test, gently rub the icon. The icon should momentarily disappear then return. The absence of this feature could indicate a fraudulent certificate of title.

WA 1317024

WHEN REPLYING
PLEASE QUOTE

OUR REF: 51635

YOUR REF:

29 June 2021

Robert & Donna Pearson Superannuation Fund
2 Sea Ripple Avenue
PORT DENISON WA 6525

MDS
MDS LEGAL

Level 2, Irwin Chambers
16 Irwin Street
Perth 6000

Western Australia

T 08 9325 9353 F 08 9221 2220

E mds@mdslegal.com.au W www.mdslegal.com.au

MDS Legal Pty Ltd (ACN: 123 775 735) trading as MDS Legal

Dear Mr & Mrs Pearson

RE: PURCHASE OF 12 SEA RIPPLE AVENUE, PORT DENISON

Further to purchase of the above property, we enclose the following document:

- Our Settlement Statement showing the balance due by you to settle your purchase.

Kindly deposit the funds direct to our Trust account quoting your name and file number. Details are;

Account	MDS Legal Settlements Trust account
Bank	National Australia Bank Ltd
Branch	100 St Georges Terrace, Perth
BSB	086 006
Account number	*942998978

Due to the recent increase in scams and intercepted emails, as an extra safety precaution please telephone our office to confirm the above bank account details prior to sending any funds by EFT or Direct Debit.

The proposed Settlement Date is 28 July 2021 and should you have any queries regarding this matter please do not hesitate to contact me.

Yours faithfully



MDS LEGAL
Brett van Groningen
Conveyancer
brett@mdslegal.com.au

WHEN REPLYING
PLEASE QUOTE

OUR REF: 51635

YOUR REF:

29 June 2021

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Level 2, Irwin Chambers
16 Irwin Street
Perth 6000

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E mds@mdslegal.com.au W www.mdslegal.com.au

MDS Legal Pty Ltd (ACN: 123 775 735) trading as MDS Legal

STATEMENT

**PURCHASE OF 12 SEA RIPPLE AVENUE, PORT DENISON
ROBERT & DONNA PEARSON SUPERANNUATION FUND**

	Debit	Credit
Purchase Price	100,000.00	
Deposit Paid		2,000.00
Transfer Duty on the Contract (General)	2,090.00	
Costs & Disbursements (see attached Tax Invoice)	1,411.57	
ADJUSTMENT OF RATES/TAXES AS AT 28-07-2021		
Water Corp 01-07-2021 to 31-08-2021, monies held in trust pending receipt of rates.	50.00	
Shire of Irwin 2021/2022, monies held in trust pending receipt of rates.	1,100.00	
Land Tax 2021/2022 Nil Adjustment		
Balance due by you prior to settlement		102,651.57
E & O E	<u>\$104,651.57</u>	<u>\$104,651.57</u>

WHEN REPLYING
PLEASE QUOTE

OUR REF: 51635

YOUR REF: 29 June 2021

Robert & Donna Pearson Superannuation Fund
2 Sea Ripple Avenue
PORT DENISON WA 6525

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MDS Legal Pty Ltd (ACN: 123 775 735) trading as MDS Legal

TAX INVOICE (ABN: 54 123 775 735)

**PURCHASE OF 12 SEA RIPPLE AVENUE, PORT DENISON
ROBERT & DONNA PEARSON SUPERANNUATION FUND**

Description	Price	GST	Total
Our Professional Fee	700.00	70.00	770.00
PEXA Fee	107.20	10.72	117.92
Government, Statutory & Other Charges			
Landgate Registration of the Transfer	191.30	0.00	191.30
Landgate Enquiry Processing Fee	30.00	3.00	33.00
Water Corporation Rate Enquiry Fee	30.18	3.02	33.20
Landgate Title Document Search Fee	81.60	8.16	89.76
Council Rate Enquiry Fee	110.00	11.00	121.00
Land Tax Enquiry Fee	50.35	5.04	55.39
Service Amount	\$1,300.63	\$110.94	\$1,411.57
TOTAL INCLUDING GST	\$1,411.57		

If you instructed us in relation to this matter prior to 1 July 2009 your rights in relation to this bill of costs are as follows:
Within 30 days of receiving this account you may require me by notice in writing to submit the bill of costs to a taxing officer of the
Supreme Court for review of the amount of costs charged to you, the subject of this bill of costs.

If you instructed us in relation to this matter post 1 July 2009 your rights in relation to this bill of costs are as follows:
Section 291 of the Legal Professions Act 2008 requires we provide you notice of your rights in relation to this bill.
Form 3 located below on this invoice provides details of the avenues available to you

Form 3

Legal Profession Act 2008 section 291(3)

Your rights in relation to legal costs.

The following avenues are available to you if you are not happy with this bill —

- requesting an itemised bill
- discussing your concerns with us
- having our costs assessed


Liability limited by a scheme approved under Professional Standards applying to legal costs. You can ask us for a copy,
An Approved Quality Practice information for your rights. Please read the fact sheet titled Your right to challenge legal costs. You can ask us for a copy,
or obtain it from the Legal Practice Board (or download it from the website of the Legal Practice Board at www.lpbwa.com.au).

7			
5/7/21	20000	Paid	N270518104611
6/7/21	19900	Paid	N270611194471
7/7/21	20000	Paid	N270714089838
8/7/21	20000	PAID	N270817730297
9/7/21	19000	PAID	N270913170094

98900

10/7/21	3751-57	- PAID	N271015649963
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Finalised





Certificate of Duty

Transfer - General Rate

Taxation Administration Act 2003
Section 49, Special Tax Return Arrangement

Certificate Number:	1036046949	Certificate Issue Date:	21-07-2021
Bundle ID	211808204	Client Reference:	51635 Pearson
Transaction Date:	09-06-2021		
Dutiable Value:	\$100,000.00		
Transfer Duty:	\$2,090.00		
Penalty Tax:	\$0.00		

Dutiable Transaction: Agreement To Transfer Dutiable Property

Description of Property

Land in WA: Lot 852, Plan 218033 Volume/Folio: 2045/765

Seller(s) / Transferor(s): DEMPSTER, SIMON HENRY
DEMPSTER, DEBRA SUSAN

Buyer(s) / Transferee(s): PEARSON, ROBERT NEIL; and
PEARSON, DONNA GENENE as joint tenants



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notice of waiver

NOTICE OF WAIVER IN REFERENCE TO CONTRACT FOR THE SALE OF LAND OR STRATA TITLE


The Property:
(address of Property)

To:
(Seller)

The Buyer hereby notifies the Seller that Special Condition(s)

in relation to the purchase of the Property is waived or has been satisfied by the Buyer and from the date of this notice the Contract is no longer subject to this condition(s).

Dated the day of 20

Buyer 

NOTE: Signing this form will alter your contractual rights and should be considered carefully

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, Withholding Tax may apply to this Contract (see 2018 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: WESTRIDGE HOLDINGS PTY LTD TC 55489 trading as Ray White Dongara ABN 87 035 147 131
Shop 1/21 Moreton Tce Dongara WA 6525 (PO Box 602 Dongara WA 6525)
PH 08 9927 1788 | EMAIL dongara.wa@raywhite.com

As Agent for the Seller / ~~Seller~~ Buyer

THE BUYER (FULL NAME AND ADDRESS)

Donna Genee Pearson & Robert Neil Pearson ITF Robert & Donna Pearson Superannuation Fund ABN 77271357298

2 Sea Ripple Avenue, Port Denison WA 6525

EMAIL: The Buyer consents to Notices being served at: dpdragon8@gmail.com

OFFERS TO PURCHASE (as joint tenants/~~tenants in common~~ specifying the undivided shares) the Land and Property Chattels set out in the Schedule ("the 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 the Special Conditions.

SCHEDULE

The Property at:
12 Sea Ripple Avenue, Port Denison, WA 6525

Lot 852 Deposited/~~Survey~~/Strata/~~Diagram~~/Plan 218033 Whole / ~~Part~~ Vol 2045 Folio 765

A deposit of \$2,000 of which \$nil is paid now and \$2,000 to be paid within 7 days of acceptance

to be held by Ray White Dongara Trust Account

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

Purchase Price \$100,000

Settlement Date Within 30 Days from finance approval

Property Chattels including Vacant Land

GST WITHHOLDING

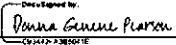
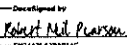
1. Is this Contract concerning the taxable supply of new residential premises or potential residential land as defined in the GST Act? YES NO
2. If NO is ticked or no box is ticked (in which case the answer is deemed to be NO), then the Buyer is not required to make a payment under section 14-250 of 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 []
(NB. If blank, can be any Lender)

LATEST TIME: 4pm on: Within 40 Days from Acceptance

AMOUNT OF LOAN: 80%

SIGNATURE OF BUYER  

FINANCE CLAUSE IS NOT APPLICABLE

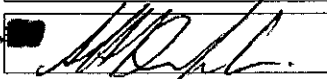
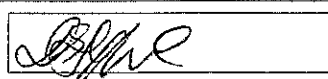
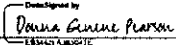
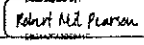
Signature of the Buyer if Finance Clause IS NOT applicable

[]
[]
[]

SIGN HERE

SPECIAL CONDITIONS

1. Annexure A forms part of this contract- Re buyers are aware lot is in a bushfire prone area.

SIGN HERE

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

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



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00000743497



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 the Lender 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 under 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: No Approval Notice Given

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

- (a) written Finance Approval has not been obtained or the Finance Application has been rejected; and
- (b) the Buyer gives a Non Approval Notice to the Seller or Seller Agent.

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

if by the Latest Time:

- (a) the Buyer has not given an Approval Notice to the Seller or Seller Agent; and
 - (b) the Buyer has not given a Non Approval Notice to the Seller or Seller Agent;
- 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; and
 - (b) the Buyer has given an Approval Notice 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 the Buyer has not given an Approval Notice or a Non Approval Notice 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.

1.5 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 the making of a Finance Application in accordance with Clause 1.1 (a) and of any loan offer made, or any rejection; 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 the information referred to in Clause 1.6(a).

2. Acceptance of this offer will be sufficiently communicated to the Buyer if verbal or written notification is given by the Seller or Seller's Agent to the Buyer that the acceptance has been signed by the Seller.
3. The 2018 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.

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 2018 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 either the amount referred to in the Schedule or any lesser amount of finance referred to in the Finance Application. 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 Notice in writing given by the Buyer or the Lender to the Seller or Seller Agent to the effect that Finance Approval has been obtained.

Finance Application means an application made by or on behalf of the Buyer to the Lender to lend any monies payable under the Contract.

Finance Approval means:

- (a) a written approval by the Lender of the Finance Application or a written offer to lend or a written notification of an intention to offer to lend made by the Lender; and
- (b) for the Amount of Loan; and
- (c) 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:

- (a) the lender nominated in the Schedule; or
- (b) if no lender is nominated in the Schedule, any bank, building society, credit union or other institution which makes loans and in each case carries on business in Australia.

Non Approval Notice means a Notice in writing given by the Buyer or the Lender to the Seller, or Seller Agent to the effect that the Finance Application has been rejected or Finance Approval has not been obtained.

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

Signature <i>Debra Susan Dempster</i>	Date 8/6/2021	Signature <i>Robert Neil Pearson</i>	Date 8/6/2021
Signature	Date	Signature	Date

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

Debra Susan Dempster & Simon Henry Dempster
PO Box 175, Dongara, WA 6525
EMAIL: The Seller consents to Notices being served at: wyefarm@wn.com.au

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

Signature <i>[Signature]</i>	Date 9.6.21	Signature <i>[Signature]</i>	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. 2018 General Conditions
4. Other

Signature <i>Debra Susan Dempster</i>	Signature <i>Robert Neil Pearson</i>
--	---

RECEIPT OF DOCUMENTS

The Seller acknowledges receipt of the following documents:

1. This offer and acceptance
2. 2018 General Conditions
3. Other

Signature <i>[Signature]</i>	Signature <i>[Signature]</i>
---------------------------------	---------------------------------

CONVEYANCER 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 <i>M. D. S. LEGAL</i>	Signature <i>[Signature]</i>	Name <i>Peter Groom Settlements</i>	Signature <i>[Signature]</i>



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bush fire prone areas

The Buyer acknowledges that the Property known as:

12 Sea Ripple Avenue, Port Denison, WA 6525

has been designated by the Fire and Emergency Services Commissioner as being within a bush fire prone area.

A map of bush fire prone areas can be viewed on a map by visiting the web site <https://maps.slip.wa.gov.au/landgate/bushfireprone/>


Legislation and Policy:

Prospective buyers must be aware that additional planning and building requirements may apply to developments within designated bush fire prone areas in accordance with:

- Schedule 2 Part 10A of the *Planning and Development (Local Planning Schemes) Regulations 2015*,
- State Planning Policy 3.7 Planning in Bushfire Prone Areas,
- the supporting Guidelines for Planning in Bushfire Prone Areas and
- the Building Code of Australia. Certain exemptions and exclusions may apply.

Specific Requirements and for more information:

- Refer to the **Department of Planning, Lands and Heritage website**, or contact the Bushfire Policy Officer at bushfire@planning.wa.gov.au or on **(08) 6551 9000**.
- Refer to the **Department of Mines, Industry Regulation and Safety - Building Commission website** or contact BCinfo@dmirs.wa.gov.au or on **1300 489 099**, or;
- Contact the planning or building section of the relevant local government authority

SIGNATURE 

DATE 8/6/2021

NAME Donna Genee Pearson & Robert Neil Pearson ITF Robert & Donna Pearson Superan

SIGNATURE 

DATE 8/6/2021

NAME Robert Neil Pearson

SIGNATURE

DATE

NAME

SIGNATURE

DATE

NAME

WHEN REPLYING
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OUR REF: 51635

YOUR REF:

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MDS Legal Pty Ltd (ACN: 123 775 735) trading as MDS Legal

14 September 2021

Robert & Donna Pearson Superannuation Fund
2 Sea Ripple Avenue
PORT DENISON WA 6525

Dear Mr & Mrs Pearson

RE: PURCHASE OF 12 SEA RIPPLE AVENUE, PORT DENISON

Please find enclosed your statement of monies Held in Trust showing adjustment of Rates and Taxes.

Also enclosed a cheque for the sum of \$30.04 being refund due to you.

We trust you have been satisfied with our service and look forward to assisting you in the near future should the opportunity arise.

Yours faithfully



MDS LEGAL
Brett van Groningen
Conveyancer
brett@mdslegal.com.au

MDS LEGAL PTY LTD T/AS MDS LEGAL, LAW PRACTICE TRUST ACCOUNT - SETTLEMENTS

ABN: 54 123 775 735



National Australia
Bank Limited

001246

CAPITAL OFFICE WA
100 ST GEORGES TERRACE PERTH

DATE 14/09/2021

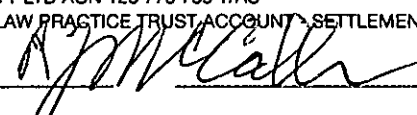
PAY THE
SUM OF Thirty Dollars and 04 Cents

*This chq cancelled
& paid direct to
account*

\$ \$ 30.04

TO THE
ORDER OF R & D PEARSON

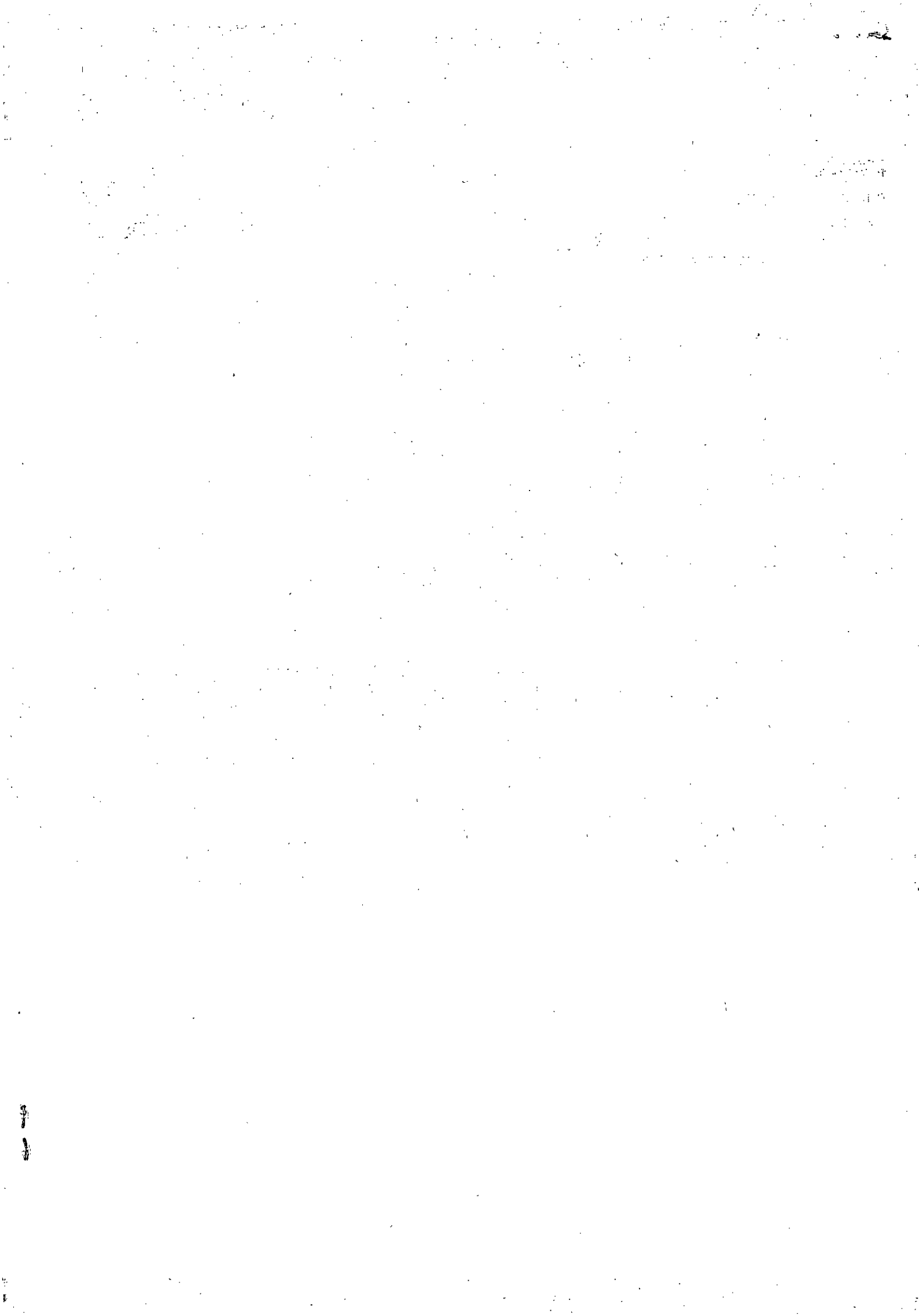
For and on behalf of
MDS LEGAL PTY LTD ACN 123 775 735 T/AS
MDS LEGAL, LAW PRACTICE TRUST ACCOUNT - SETTLEMENTS



051635

⑈001246⑈ 086⑈006⑈94299⑈8978⑈

Warning: Security features included in this cheque is a microprinted signature line the absence of which could indicate a fraudulent Cheque.



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OUR REF: 51635

YOUR REF:

14 September 2021

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Level 2, Irwin Chambers
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E mds@mdslegal.com.au W www.mdslegal.com.au
MDS Legal Pty Ltd (ACN: 123 775 735) trading as MDS Legal

HELD IN TRUST STATEMENT

**PURCHASE OF 12 SEA RIPPLE AVENUE, PORT DENISON
ROBERT & DONNA PEARSON SUPERANNUATION FUND**

	Debit	Credit
Total Amount Held in Trust		1,080.74
ADJUSTMENT OF RATES/TAXES AS AT 28-07-2021		
Shire of Irwin 2021/2022 Rates \$1,138.00		
Your share 337 days \$1,050.70		
Balance due	1,050.70	
Balance due to you - cheque herewith	30.04	
E & O E	<u>\$1,080.74</u>	<u>\$1,080.74</u>