

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 initialed 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 initialed 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. **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:
 - (a) In the Second Schedule; or
 - (b) If no Second Schedule, that are encumbrances; (unless to be removed by action or document before registration hereof). Do not show any:
 - (a) Easement Benefits or Restrictive/Covenant Benefits; or
 - (b) 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 plan/diagram number. Strata/survey-strata plan encumbrances are to be described as "interests on strata/survey-strata plan". If none show "nil".
4. **TRANSFEROR**
State full name of the Transferor/Transferors (Registered Proprietor) as shown on the Certificate of Title or Crown Lease.
5. **CONSIDERATION**
To be expressed in words.
6. **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.
7. **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 address and occupation of the witness must be stated.

EXAMINED

OFFICE USE ONLY

J648757 T

07 Mar 2006 08:55:02 Perth



REG 5 11000

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TRANSFER

LODGED BY

ADDRESS

Lodged by **COMM. HEALTH BANK OF AUSTRALIA**
Address: Level 12, Quadrant Building, 1 William Street, PERTH WA
Phone No: 08 6266 4055
Fax: 08 9422 2555

BOX 538

PHONE No

FAX No

REFERENCE No.

ISSUING BOX No.

PREPARED BY **Sivan Legal**

ADDRESS

**76, Lanac Way
Atwell**

PHONE No **94143200**

FAX No **94143211**

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

2/2

TITLES, LEASES, DECLARATIONS ETC. LODGED HERewith

1. <u>e/t 2614 - 7431</u>	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.

I **Jeyakody Sivanpathakumar** the Solicitor for the Transferees, I have made & I have authority to make on behalf of such person the amendment on the reverse thereon. Counter signed by an

JWU



Dated this 3-4 day of March Year 2006

TRANSFEROR/S SIGN HERE (Note 7)

<p>Signed by BELLCROSS HOLDINGS PTY LTD (ACN 107 451 294) by his attorney PA J410839 ✓</p> <p><u>[Signature]</u> ✓ (sign)</p> <p>ANDREW JAMES BOSTELMAN ✓ (print full name)</p> <p>In the presence of: <u>[Signature]</u> ✓</p> <p>Witness Name: Sandra Kay Church ✓ Witness address: 34 Main Street ELLENBROOK WA 6069 ✓ Witness occupation: Sales Administrator ✓ Witness telephone number: (08) 9297 9900 ✓</p>	<p>Signed by BELLCROSS HOLDINGS PTY LTD (ACN 107 451 294) by his attorney PA J410839 ✓</p> <p><u>[Signature]</u> ✓ (sign)</p> <p>ALAN FRANCIS NEVILLE ✓ (print full name)</p> <p>In the presence of: <u>[Signature]</u> ✓</p> <p>Witness Name: Sandra Kay Church ✓ Witness address: 34 Main Street ELLENBROOK WA 6069 ✓ Witness occupation: Sales Administrator ✓ Witness telephone number: (08) 9297 9900 ✓</p>
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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.

[Signature] ✓

[Signature] ✓
Jeya Rody Sivanpathakumar
76, Lanoo way
Atwell
Solicitor

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 HEREBY ACKNOWLEDGES that the Transferor has agreed to sell and transfer the Land hereby transferred to the Transferee on the condition that the Transferee enters into certain covenants relating to the use of the Land for the purpose of enhancing the amenity of all other lots on the Plan of Subdivision of which this Land forms part ("Plan of Subdivision") and HEREBY COVENANTS and AGREES on behalf of itself, its successors in title, transferees and assigns, with the Transferor, its successors in title, transferees and assigns as follows:
- (a) not to construct or erect or externally renovate any building or structure or appendage or improvement of any kind on the Land (including but not limited to outbuildings, car parking areas, structures, landscaping, spaces, undercover and open storage areas, fences, walls, airconditioning units, television, radio or other antennae on the Land or any part thereof) without the prior written consent of the Transferor which consent shall not be unreasonably withheld;
 - (b) not to erect or display any sign, boarding or advertisement of any description whatsoever on the Land or any part thereof without the prior written consent of the Transferor provided that such consent shall not be unreasonably withheld;
 - (c) not to permit or authorise any part of a residence constructed on the Land to be used in any way directly or indirectly for any business, commercial, manufacturing, mercantile storage, vending or any non-residential purpose other than a business purpose which in the opinion of the Transferor is quiet and unobtrusive and which does not in any way detract from the general amenity of the Land;
 - (d) not to park, store or keep or permit to be parked, stored or kept on the Land or any part thereof any vehicle of a commercial type which is used in the ordinary course of any business other than in accordance with The Walk at Aubin Grove Design Guidelines issued by the Transferor from time to time;
 - (e) not to conduct or permit to be conducted any repairs or restorations of any motor vehicle, boat, trailer, aircraft, or any other vehicle on the Land or any part other than wholly within a garage on the Land or any part thereof;
 - (f) not to raise, breed or keep, permit to be raised, bred or kept any insects, reptiles, animals, livestock or poultry on the Land or any part thereof provided that this restriction shall not operate to prevent the Transferee from keeping two domestic pets on the Land;
 - (g) not to accumulate or permit to accumulate any rubbish, trash or garbage or other waste material on the Land or any part thereof or keep or permit the same to be kept on the Land or any part thereof except in containers located in appropriate areas screened or concealed from view so as not to be visible from any street on to which the Land or any part thereof fronts;
 - (h) if a single residential lot comprising all or part of the Land has an area from and including 500 square metres, not to erect or cause to be erected on such lot any residential dwelling with a floor area less than 160 square metres (exclusive of carports, garages, verandahs and other unenclosed areas).
 - (i) for the purposes of sub-clauses (h) and (i), "lot" means any lot on which a residential dwelling may be erected including a proposed strata title lot and any lot created by the subdivision of the Land"
2. The land subject to the burden of these covenants is the Land hereby transferred.
3. The land having the benefits of these covenants is all the lots on the Plan of Subdivision of which this Land forms part.
4. The covenants and restrictions herein contained or implied shall run with and bind this Land and shall endure for the benefit of and be enforceable by each and every registered proprietor for the time being of any lot on the Plan of Subdivision.

"Solicitors letter lodged under Dealing Number J450637"

FORM T 2

FORM APPROVED
NO. B4318

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

TRANSFER OF LAND

DESCRIPTION OF LAND (Note 1)

LOT 293 ON DEPOSITED PLAN 49269 ✓

EXTENT

VOLUME

FOLIO

WHOLE ✓

2614 ✓

743 ✓

ABN 66 032 878 629
INSTRUMENT DATE 29-NOV-06
00254397-001 VGD N/S
GROSS \$ *****156,000
CHATELS \$ *****
NO DUTY PAYABLE HEREIN TAMP ACT 1921
COMMISSIONER OF STATE REVENUE

ESTATE AND INTEREST (Note 2)

FEE SIMPLE ✓

LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS (Note 3)

~~NIL~~ Easement Burden created ✓
under Sec 27A of T.P.D. Act ✓
see D-P49262 ✓

STATE REVENUE

D
E
P
T
ABN 66 032 878 629
WESTERN AUSTRALIA STAMP DUTY
DEC 03/03/06 14:40 00254397-001
FEE \$ *****

TRANSFEROR (Note 4)

BELLCROSS HOLDINGS PTY LTD (ACN 107 451 294) ✓

CONSIDERATION (Note 5)

\$ 156,000.00 ✓

TRANSFeree (Note 6)

THANANJEYAN SHIVAKUMAR OF 18 MCLERNON PLACE SOUTH LAKE ✓