

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



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NOTICE: Contracts must be lodged with the Office of State Revenue for duty assessment within two (2) months of the date the last person executes the Contract
WARNING - If the Buyer is not an Australian Citizen or Permanent Resident or a New Zealand Citizen then FIRB approval (and a special condition to this Contract) may be required.
WARNING - If the Purchase Price is \$750,000 or more a Withholding Tax may apply to this Contract (see 2022 General Condition 3.7).
WARNING - If GST is relevant to this transaction then the relevant GST provision should be outlined in the Special Conditions or in an attached GST Annexure, which forms part of this Contract.

TO:
Address
Suburb State Postcode

As Agent for the Seller / ~~Buyer~~

THE BUYER

Name
Address
Suburb State Postcode
Name
Address
Suburb State Postcode

EMAIL: The Buyer consents to Notices being served at:

OFFERS TO PURCHASE the Land and Property Chattels set out in the Schedule ("Property") with vacant possession unless stated otherwise in the Special Conditions at the Purchase Price on the terms set out in the Schedule, the Conditions and Special Conditions as:

Sole owner Joint Tenants Tenants in Common specify the undivided shares

SCHEDULE

The **Property** at:

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

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

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

Purchase Price

Settlement Date

Property Chattels including

GST WITHHOLDING

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

FINANCE CLAUSE IS APPLICABLE

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

FINANCE CLAUSE IS NOT APPLICABLE

Signature of the Buyer if Finance Clause IS NOT applicable

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

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CONDITIONS

1. SUBJECT TO FINANCE

If the Buyer signs the "Finance Clause is not Applicable" box in the Schedule, or if no information is completed in the 'Finance Clause is Applicable' box in the Schedule, then this Clause 1 does not apply to the Contract.

If any information is completed in or the Buyer signs the 'Finance Clause is Applicable' box in the Schedule then this Clause 1 applies to the Contract.

1.1 Buyer's Obligation to Apply for Finance and Give Notice to the Seller

- (a) The Buyer must:
- (1) immediately after the Contract Date make a Finance Application to a Lender or a Mortgage Broker using, if required by the Lender, the Property as security; and
 - (2) use all best endeavours in good faith to obtain Finance Approval.
- (b) If the Buyer does not comply with Clause 1.1(a) or 1.1(c)(1) then the Contract will not come to an end pursuant to clause 1.2 and the Buyer may not terminate the Contract under Clause 1.3. The rights of the Seller under this Clause 1.1 will not be affected if the Buyer does not comply with Clause 1.1.
- (c) The Buyer must immediately give to the Seller or Seller Agent:
- (1) an Approval Notice if the Buyer obtains Finance Approval; or
 - (2) a Non Approval Notice if the Finance Application is rejected;
- at any time while the Contract is in force and effect.

1.2 No Finance Approval by the Latest Time: Non Approval Notice Given

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

- (a) the Finance Application has been rejected; or
- (b) a Non Approval Notice, is given to the Seller or Seller Agent.

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

If by the Latest Time the Seller or Seller Agent has not been given:

- (a) an Approval Notice; or
- (b) a Non Approval Notice;

then this Contract will be in full force and effect unless and until either the Seller gives written Notice of termination to the Buyer or the Buyer terminates this Contract by giving a Non-Approval Notice to the Seller or Seller Agent.

1.4 Finance Approval: Approval Notice Given

If by the Latest Time, or if Clause 1.5 applies, before the Contract is terminated:

- (a) Finance Approval has been obtained; or
 - (b) an Approval Notice has been given to the Seller or Seller Agent;
- then this Clause 1 is satisfied and this Contract is in full force and effect.

1.5 Notice Not Given by Latest Time: Sellers Right to Terminate

If by the Latest Time an Approval Notice or a Non Approval Notice has not been given to the Seller or Seller Agent then at any time until an Approval Notice or a Non Approval Notice is given, the Seller may terminate this Contract by written Notice to the Buyer.

1.6 Buyer Must Keep Seller Informed: Evidence

- (a) If requested in writing by the Seller or Seller Agent the Buyer must:
- (1) advise the Seller or Seller Agent of the progress of the Finance Application; and
 - (2) provide evidence in writing of:
 - (i) the making of a Finance Application in accordance with Clause 1.1 (a) and of any loan offer made, or any rejection; and/or
 - (ii) in the case of any Finance Application made to a Mortgage Broker, any "preliminary assessment" of the suitability of the proposed credit contract provided to the Buyer by the Mortgage Broker pursuant to section 116 of the Credit Protection Act; and
 - (3) if applicable, advise the Seller or Seller Agent of the reasons for the Buyer not accepting any loan offer.
- (b) If the Buyer does not comply with the request within 2 Business Days then the Buyer authorises the Seller or Seller Agent to obtain from the Lender and/or Mortgage Broker the information referred to in Clause 1.6(a).

1.7 Right To Terminate

If a Party has the right to terminate under this Clause 1, then:

- (a) termination must be effected by written Notice to the other Party;
- (b) Clauses 23 and 24 of the 2022 General Conditions do not apply to the right to terminate;
- (c) upon termination the Deposit and any other monies paid by the Buyer must be repaid to the Buyer;
- (d) upon termination neither Party will have any action or claim against the other for breach of this Contract, except for a breach of Clause 1.1 by the Buyer.

1.8 Waiver

The Buyer may waive this Clause 1 by giving written Notice to the Seller or Seller Agent at any time before the Latest Time, or if Clause 1.5 applies, before the Contract is terminated. If waived this Clause is deemed satisfied.

1.9 Definitions

In this Clause:

Amount of Loan means the amount referred to in the Schedule, any lesser amount of finance referred to in the Finance Application or any lesser amount of finance acceptable to the Buyer. If the amount referred to in the Schedule is blank, then the amount will be an amount equivalent to the Purchase Price.

Approval Notice means a statement in writing given by the Buyer, a Lender or a Mortgage Broker to the Seller, or Seller Agent to the effect that Finance Approval has been obtained.

Credit Protection Act means the *National Consumer Credit Protection Act, 2009* (Cwth).

Finance Application means an application made by or on behalf of the Buyer:

- (a) to a Lender to lend any monies payable under the Contract; or
- (b) to a Mortgage Broker to facilitate an application to a Lender.

Finance Approval means a written approval by a Lender of the Finance Application, a written offer to lend or a written notification of an intention to offer to lend made by a Lender:

- (a) for the Amount of Loan;
- (b) which is unconditional or subject to terms and conditions:
 - (1) which are the Lender's usual terms and conditions for finance of a nature similar to that applied for by the Buyer; or
 - (2) which the Buyer has accepted by written communication to the Lender, but a condition which is in the sole control of the Buyer to satisfy will be treated as having been accepted for the purposes of this definition; or
 - (3) which, if the condition is other than as referred to in paragraphs (1) and (2) above includes:
 - (i) an acceptable valuation of any property;
 - (ii) attaining a particular loan to value ratio;
 - (iii) the sale of another property; or
 - (iv) the obtaining of mortgage insurance;and has in fact been satisfied.

Latest Time means:

- (a) the time and date referred to in the Schedule; or
- (b) if no date is nominated in the Schedule, then 4pm on the day falling 15 Business Days after the Contract Date.

Lender means any bank, building society, credit union or other institution which makes loans and in each case carries on business in Australia.

Mortgage Broker means 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.

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SPECIAL CONDITIONS - Continued

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

Signature 	Date	Signature	Date
Signature 	Date	Signature	Date

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

Name	Mark Peter Horwood		
Address	470 Falls Road		
Suburb	Hovea	State	WA
		Postcode	6071
Name	Amelia A Aruthan		
Address	470 Falls Road		
Suburb	Hovea	State	WA
		Postcode	6071

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 
---	---

RECEIPT OF DOCUMENTS

The Seller acknowledges receipt of the following documents:

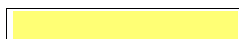
1. This offer and acceptance
2. 2022 General Conditions

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

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04/22

ANNEXURE OF CHANGES TO THE 2022 GENERAL CONDITIONS CAUSED BY CHANGES TO THE TRANSFER OF LAND ACT 1893

LANDGATE WILL NOT ISSUE, OR REQUIRE DUPLICATE CERTIFICATES OF TITLE FOR LAND TO BE PRODUCED, FROM THE 7TH AUGUST 2023, CONSEQUENTLY THE PARTIES AGREE TO VARY THE 2022 GENERAL CONDITIONS IN THE FOLLOWING MANNER:

	CONDITION	CHANGES
1.	3.10(a)	Delete subclause (1).
2.	3.11	Delete clause 3.11.
3.	26.1 definition of <i>"Duplicate Certificate of Title"</i>	Delete the definition of <i>"Duplicate Certificate of Title"</i> .

Buyer

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Seller

Signature _____

Name MARK PETER HORWOOD

Date _____

Signature _____

Name AMELIA A ARUTHAN

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

470 Falls Road, Hovea WA 6071

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

470 Falls Road, Hovea WA 6071

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

1141 11

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 288 ON DEPOSITED PLAN 135051

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

MARK PETER HORWOOD
AMELIA A ARUTHAN
BOTH OF 11 FLETCHER STREET APPECROSS WA 6153
AS JOINT TENANTS

(T N567988) REGISTERED 3/3/2017

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

1. 0779573 MORTGAGE TO FIRST MORTGAGE COMPANY HOME LOANS PTY LIMITED OF LEVEL 40 123 EAGLE STREET BRISBANE QLD 4000 REGISTERED 24/6/2021.

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: 1141-11 (288/DP135051)
PREVIOUS TITLE: 542-19
PROPERTY STREET ADDRESS: 470 FALLS RD, HOVEA.
LOCAL GOVERNMENT AUTHORITY: SHIRE OF MUNDARING

Transfer 18472/1951 (12396)

Application

From Volume Folio

542 19

400 49/51

ORIGINAL



REGISTER BOOK.

Vol. 1141

Fol. N^o 011

INDEXED

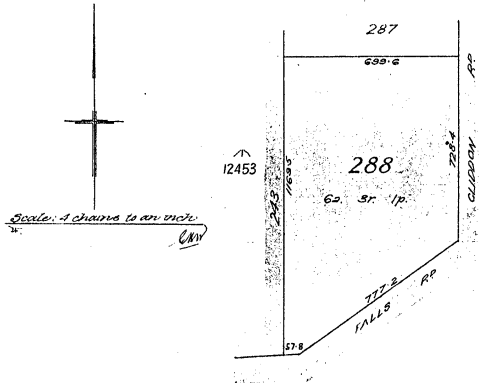
WESTERN AUSTRALIA.

Certificate of Title



under "The Transfer of Land Act, 1893" (56 Vic, 14, Sch. 5).

Josephine Olwyn Browne-Cooper of 11 Victoria Parade, Claremont, Married Woman, is now the proprietor of an estate in fee simple subject to the easements and encumbrances notified hereunder in the natural surface and therefrom to a depth of two hundred feet of all that piece of land delineated and coloured green on the map hereon containing six acres three roods and one perch or thereabouts, being Parkerville Lot 288.



Dated the seventh day of September One thousand nine hundred and fifty-one

L. J. Symes
Registrar of Titles.

Transfer 48371/65 to Martin Lodders Painter and Leonora Lodders, his wife both of 77 Peninsular Road Maylands, as joint tenants. Registered 9th July 1965 at 9.10 a.m.

L. J. Symes
Asst. Registrar of Titles

Transfer C790318 to Yulie Dawn Allen, Music Teacher, and Garrick William Allen, Mechanical Structural Engineer, both of 33 St. Albans Road, Nollamara, as joint tenants. Registered 12th June 1984 at 9.49 o'clock.



The correct address of the registered proprietors is now 12 Stuart Street, Maylands. By C910229. Dated this 3rd day of December 1984 at 9.26 o'clock.



The correct address of the registered proprietors is now Lot 288 Falls Road, Hovea. By D835211. Dated 4th August, 1988 at 9.07 hrs.



40030/1/61-10M-11/0.

For encumbrances and other matters affecting the land see back.

Superseded - Copy for Sketch Only

EASEMENTS AND ENCUMBRANCES REFERRED TO

Mortgage C790319 to The Permanent Investment Bu... Registered 12th June 1984 at 9.50 o'clock.

DISCHARGED



Mortgage C910229 to The Permanent Investment Bu... Registered 3rd December 1984 at 9.26 o'clock.

DISCHARGED



Discharge D835210 of Mortgages C790319 and C910229. Registered 4th August, 1988 at 9.07 hrs.



Mortgage D835211 to Westpac Savings Bank... Registered 4th August, 1988 at 9.07 hrs.

DISCHARGED



Discharge F352206 of Mortgage D835211. Registered 1st November, 1993 at 8.23 hrs.



Mortgage F352207 to Westpac Banking Corporation. Registered 1st November, 1993 at 8.23 hrs.



Mortgage F352208 to Westpac Banking Corporation. Registered 1st November, 1993 at 8.23 hrs.



Superseded - Copy for Sketch Only

CT 1141 0011 B



CERTIFICATE OF TITLE

Vol Fol.
1141

Deposited Plan 135051

<u>Lot</u>	<u>Certificate of Title</u>	<u>Lot Status</u>	<u>Part Lot</u>
243	LR3145/500	Registered	
287	219/86A	Registered	
288	1141/11	Registered	



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.
- 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.
- EXECUTION OF VERIFICATION OF IDENTITY AND AUTHORITY TO DEAL STATEMENT**
This Statement is requested under the Western Australian Registrar and Commissioner of Titles Joint Practice: Verification of Identity. The responsible Licensed Settlement Agent/ Lawyer is to complete and sign the Statement. Refer to the Chapter 14.4 of the Land Titles Registration Practice Manual.
- 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 full name, address and occupation of the witness must be stated.



EXAMINED

N567988 T

03 Mar 2017 08:52:22 Perth



TRANSFER

LODGED BY

ADDRESS

PHONE No.

FAX No.

REFERENCE No.

ISSUING BOX No.

Galilee Solicitors
Level 3, 189 St Georges Terrace
PERTH WA 6000
Ph: (08) 9278 8100 Fax: (08) 9278 8110
Issuing Box No: 245R

PREPARED BY TAN & TAN LAWYERS

ADDRESS UNIT 6/78 TERRACE ROAD
EAST PERTH WA 6004

PHONE No. (08) 9221 2888 FAX No. (08) 9221 8088

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

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITHIN

1.	<u>C/ ROOM</u>	Received Item No.s
2.	<u>letter</u>	
3.		2
4.		
5.		JA
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.

ATTESTATION SHEET

Dated this 2 day of 3 Year 2017

TRANSFEROR/S SIGN HERE (Note 7)

Signed [Signature]
ROBERT JOHN MURPHY

Signed [Signature]
JILL NIND

In the Presence of [Signature]

In the presence of [Signature]

WITNESS NAME: CHRISTOPHER BIRIS
WITNESS OCCUPATION: Lawyer
WITNESS ADDRESS: Level 3, Suite 13
326 Hay Street
Perth WA 6000

WITNESS NAME: CHRISTOPHER BIRIS
WITNESS OCCUPATION: Lawyer
WITNESS ADDRESS: Level 3, Suite 13
326 Hay Street
Perth WA
6000

REQUEST FOR ISSUE/ NON-ISSUE (Instruction 4)

BY SIGNING 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)

Signed [Signature]
MARK PETER HORWOOD

Signed [Signature]
AMELIA A ARUTHAN

In the Presence of [Signature]

In the presence of [Signature]

WITNESS NAME: ANNIE SIM
WITNESS OCCUPATION: MANAGER
WITNESS ADDRESS: 6/78 TERRACE ROAD
EAST PERTH WA 6004

WITNESS NAME: ANNIE SIM
WITNESS OCCUPATION:
WITNESS ADDRESS:

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)

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LICENSED SETTLEMENT AGENT/ LAWYER SIGN AND COMPLETE THIS STATEMENT (Note 6)

Western Australian Registrar and Commissioner of Titles Joint Practice: Verification of Identity Transferor's Statement

I CHRISTOPHER BIRIS act for the Transferor /s named in this Transfer.
(Insert full name of Settlement Agent/Lawyer)

I have taken all reasonable steps to verify the identity of the natural person/s being the Transferor/s, or the natural person/s who sign/s on behalf of the Transferor/s.

I reasonably believe that those natural person/s have been identified.

I reasonably believe that those natural person/s have the authority to deal with the interest in land the subject of this Transfer.

Signed: [Signature]

Chris Biris
Print Full Name of Settlement Agent/ Lawyer who signs the Statement

Lawyer
Position held

[Signature]
Business/ Company name of Settlement Agent/ Lawyer who signs the Statement

cbiris@met.net.au
Contact email address

TRANSFER OF LAND

DESCRIPTION OF LAND (Note 1)	EXTENT	VOLUME	FOLIO
LOT 288 ON DEPOSITED PLAN 135051	WHOLE	1141	11

ESTATE AND INTEREST (Note 2)

FEE SIMPLE

TRANSFEROR (Note 3)

ROBERT JOHN MURPHY
JILL NIND

CONSIDERATION (Note 4)

\$925,000.00

TRANSFeree (Note 5)

MARK PETER HORWOOD
AMELIA A ARUTHAN
OF
11 FLETCHER STREET
APPLECROSS WA 6153
AS JOINT TENANTS



Certificate of Duty

Transfer - Residential Rate

Under Taxation Administration Act 2003
 Section 49, Special Tax Return Arrangement

Certificate Number:	1027411551	Certificate Issue Date:	02-03-2017
Bundle ID	163498145	Client Reference:	Horwood, M & A: 16
Transaction Date:	10-12-2016		
Dutiable Value:	\$925,000.00		
Duty:	\$38,753.00		

No Double Duty

Description of Property

Land in WA: Lot 288, Plan 135051 Volume/Folio: 1141/11

Seller(s) / Transferor(s): NIND, JILL
 MURPHY, ROBERT JOHN

Buyer(s) / Transferee(s): HORWOOD, MARK PETER; and
 ARUTHAN, AMELIA A as joint tenants

Related Certificate Summary

Certificate Number	Certificate Date	Transaction Date	Bundle ID	Dutiable Value	Duty
1027411543	02-03-2017	10-12-2016	163498145	\$925,000.00	\$38,753.00



tan&tan
LAWYERS

Our Ref: Sett: Horwood, M. P & Aruthan, A. A: 17 (000116-4)

Your Ref:

Date: 2 March 2017

EV000401057 LTR



Registrar & Commissioner of Titles
Landgate
PO Box 2222
MIDLAND WA 6056

Dear Sir/Madam,

Re: 11 Fletcher Street, Applecross Volume: 1753 Folio: 549
Proprietors: Mark Peter Horwood and Amelia A Aruthan

We refer to the above where we act for the proprietors, Mr Mark Peter Horwood and Ms Amelia A Aruthan ('The proprietors').

The proprietors are discharging the current mortgage from Commonwealth Bank (Mortgage No: K938023) and refinancing with AFSH Nominees Pty Ltd, documents which have been lodged together with this letter.

The proprietors have entered into a contract to sell the above property and the transaction is now progressing to Settlement.

Enclosed herewith please find a copy of the Offer & Acceptance and a copy of the Buyer's finance approval for your perusal.

As Settlement is scheduled for 9 March 2017, please escalate the registration of the Discharge and New mortgage documents on the Title for the above property.

Please contact Annie Sim or Marianne Fang of our office on (08) 9221 2888 or email Marianne.Fang@tanandtanlawyers.com if you have any queries.

Yours faithfully

TAN & TAN LAWYERS
RT/mf
Encl.

Notary Public, Commissioners for Affidavits & Registered Migration Agent

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Tan and Tan Lawyers Pty. Ltd.

An Incorporated Practice ABN 85 125 895 187

The Westralian, Unit 6/78 Terrace Road, East Perth, Western Australia 6004

Telephone: (08) **9221 2888** Facsimile: (08) 9221 8088

Email: ask@tanandtanlawyers.com

www.tanandtanlawyers.com

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