



15 November 2016

Our ref: 2016/0242

STATEMENT

PURCHASE OF 18 WALLABY ROAD, DAWESVILLE BON CUSTODIAN PTY LTD ATF WEST SCOTT BARE TRUST

	Debit	Credit
Purchase Price	350,000.00	
Deposit Paid		1,000.00
Transfer Duty on the Contract (Residential)	10,735.00	
Costs & Disbursements (see attached Tax Invoice)	1,696.33	
		<i>\$12431.33</i>
ADJUSTMENT OF RATES/TAXES AS AT 16-11-2016		
Water Corp 01-11-2016 to 31-12-2016 Rates \$204.00		
Your share 45/ 61 days \$150.49		
Balance due	150.49	
Mandurah City Council 2016/2017 Rates \$1,619.22		
Your share 226 days \$1,002.59		
Balance due	1,002.59	
		<i>\$1153.08</i>
Land Tax 2016/2017 Not Applicable		
Balance due by you at settlement and being handed over by Beyond Bank		362,584.41
E & O E	<u>\$363,584.41</u>	<u>\$363,584.41</u>

All Settled Conveyancing Pty Ltd



16 November 2016

Our ref: 2016/0242

Mr A Scott
Bon Custodian Pty Ltd Atf West Scott Bare Trust
14 Kennett Place
DAWESVILLE WA 6211

TAX INVOICE (ABN: 75 143 459 634)

PURCHASE OF 18 WALLABY ROAD, DAWESVILLE
BON CUSTODIAN PTY LTD ATF WEST SCOTT BARE TRUST

Description	Price	GST	Total
Our Professional Fee	909.09	90.91	1,000.00
Disbursements			
Postage & Couriers	20.00	2.00	22.00
Telephone & Facsimile	16.00	1.60	17.60
Misc. Expenses Photocopying	16.00	1.60	17.60
Government & Statutory Charges			
Landgate Registration of the Transfer	235.80	0.00	235.80
Landgate Enquiry Processing Fee	19.55	1.96	21.51
Water Corporation Rate Enquiry Fee	44.55	4.46	49.01
Landgate Title Document Search Fee	135.65	13.57	149.22
Council Rate Enquiry Fee	87.00	8.70	95.70
WAPC Clause 42 Certificate	25.00	2.50	27.50
Land Tax Enquiry Fee	38.90	3.89	42.79
Bank Cheque Fees	16.00	1.60	17.60
Totals	\$1,563.54	\$132.79	\$1,696.33
TOTAL INCLUDING GST \$1,696.33			



SEPARATELY TO BE FILED WITH THE DEED

Handwritten: 70%
 Within 28 days of Agreement
 Beyond Bank
 Within 28 days of Lenders Approval

Handwritten: 1,000
 1,000
 DRSSTT STATE REPLY TRUST RECEIPT

Handwritten: 350,000.00
 30/9/2016
 X
 Mortgage, and covering, with, the covering

Handwritten: 4/2/13
 13/1
 The money from DRAWDOWN on 4/2/13

SCHEDULE

Handwritten: All West Coast Base Trust

REWA

FOR SALE OF LAND OR STRATA TITLE BY DEFER AND ACCEPTANCE

[Handwritten signatures and initials]

1. **PROPERTY AND PARTIES:** The Seller hereby conveys and transfers to the Buyer the real property located at [Address] (the "Property") together with all fixtures and improvements thereon. The Seller warrants that the Property is free of all liens, mortgages, judgments, and other encumbrances, except as may be stated in the Schedule of Encumbrances attached hereto. The Buyer acknowledges that it has inspected the Property and is satisfied with its condition and location.

2. **OFFERS AND ACCEPTANCE:** The Buyer's offer to purchase the Property, dated [Date], is hereby accepted by the Seller. The parties agree that the terms and conditions of the offer constitute the entire agreement between them.

3. **DEPOSIT:** The Buyer has deposited with the Seller a sum of \$[Amount] as earnest money. This deposit shall be held in escrow by the Seller until the closing. If the Buyer fails to complete the purchase for any reason, the Seller may retain the deposit as liquidated damages. If the Seller fails to complete the purchase for any reason, the Seller shall return the deposit to the Buyer.

4. **CLOSING:** The closing shall take place on or before [Date] at [Time] at the office of the Seller. The Buyer shall bring to the closing the balance of the purchase price in cash or by certified check. The Seller shall provide the deed and other documents required for the recording of the deed.

5. **REPRESENTATIONS AND WARRANTIES:** The Seller represents and warrants that it is the legal owner of the Property and has the right to convey the same. The Seller also represents and warrants that the Property is free of all liens, mortgages, judgments, and other encumbrances, except as may be stated in the Schedule of Encumbrances.

6. **ASSUMPTION OF OBLIGATIONS:** The Buyer shall assume all obligations and liabilities associated with the Property as of the date of closing. The Seller shall be relieved of all such obligations and liabilities as of the date of closing.

7. **ENTIRE AGREEMENT:** This contract, together with the attached Schedule of Encumbrances, constitutes the entire agreement between the parties. No oral agreement or understanding shall be binding on the parties.

8. **FORCE MAJEURE:** If the closing cannot be completed for any reason beyond the control of either party, this contract shall be null and void, and the deposit shall be returned to the Buyer.

9. **ASSIGNMENT:** This contract shall not be assigned by either party without the written consent of the other party.

10. **SEVERABILITY:** If any provision of this contract is held to be unenforceable, the remaining provisions shall remain in full force and effect.

11. **GOVERNING LAW:** This contract shall be governed by the laws of the State of [State].

12. **DISPUTE RESOLUTION:** Any dispute arising out of or in connection with this contract shall be resolved by arbitration in accordance with the rules of the American Arbitration Association.

13. **ENTIRE CONTRACT:** This contract, together with the attached Schedule of Encumbrances, constitutes the entire agreement between the parties.

14. **WITNESSES:** The parties agree that the terms and conditions of this contract have been explained to them and they understand and agree to the same.

15. **IN WITNESS WHEREOF:** The parties have hereunto set their hands and seals on the day and date first above written.

SPECIAL CONDITIONS

1. **PROPERTY AND PARTIES:** The Seller hereby conveys and transfers to the Buyer the real property located at [Address] (the "Property") together with all fixtures and improvements thereon. The Seller warrants that the Property is free of all liens, mortgages, judgments, and other encumbrances, except as may be stated in the Schedule of Encumbrances attached hereto. The Buyer acknowledges that it has inspected the Property and is satisfied with its condition and location.

2. **OFFERS AND ACCEPTANCE:** The Buyer's offer to purchase the Property, dated [Date], is hereby accepted by the Seller. The parties agree that the terms and conditions of the offer constitute the entire agreement between them.

3. **DEPOSIT:** The Buyer has deposited with the Seller a sum of \$[Amount] as earnest money. This deposit shall be held in escrow by the Seller until the closing. If the Buyer fails to complete the purchase for any reason, the Seller may retain the deposit as liquidated damages. If the Seller fails to complete the purchase for any reason, the Seller shall return the deposit to the Buyer.

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9. **ASSIGNMENT:** This contract shall not be assigned by either party without the written consent of the other party.

10. **SEVERABILITY:** If any provision of this contract is held to be unenforceable, the remaining provisions shall remain in full force and effect.

11. **GOVERNING LAW:** This contract shall be governed by the laws of the State of [State].

12. **DISPUTE RESOLUTION:** Any dispute arising out of or in connection with this contract shall be resolved by arbitration in accordance with the rules of the American Arbitration Association.

13. **ENTIRE CONTRACT:** This contract, together with the attached Schedule of Encumbrances, constitutes the entire agreement between the parties.

14. **WITNESSES:** The parties agree that the terms and conditions of this contract have been explained to them and they understand and agree to the same.

15. **IN WITNESS WHEREOF:** The parties have hereunto set their hands and seals on the day and date first above written.

FORM 1
APPOINTMENT OF SETTLEMENT AGENT FOR PURCHASER

[Please read this document before appointing a settlement agent to act for you.]

Your rights

You have the right to appoint a settlement agent (or a solicitor) of your choice to act on your behalf and to change that appointment at any time before the settlement date.

Should you wish to change your settlement agent prior to the settlement date, your first appointed settlement agent must accept your decision and is obliged to assist you with this change.

A settlement agent may act for both the vendor and the purchaser where-

- both parties acknowledge in writing that they are aware the settlement agent proposes to do this;
- both parties give prior consent to the settlement agent so acting; and
- the settlement agent is able to provide all information and advice to both parties.

If a conflict of interest arises your settlement agent must not continue to act for you, and you should then appoint an unrelated settlement agent (or a solicitor) to represent you.

Please be aware that if you change your settlement agent, your first appointed settlement agent may in some circumstances be entitled to a portion of the fees based on the work the settlement agent has undertaken on your behalf. However, the fees payable to the later settlement agent (or solicitor) should be reduced on account of reduced work being required.

Disclosure of interest

Where a settlement agent has a business or financial relationship with a real estate agent, real estate sales representative, developer or financial institution the settlement agent is required to inform a prospective client of that relationship because a conflict of interest may arise during the course of the settlement. When a settlement agent is so required to give this information it is to be contained in a Disclosure of Interest form.

A Disclosure of Interest Form in the prescribed form:

1. Form2 attached.

Appointment	
Property/Business:	18 Wallaby Road, DAWESVILLE and more particularly described as Lot 134 on Deposited Plan 41213, Volume Folio Number 2605/234, pursuant to Contract of Sale dated 30 September 2016.
Vendor(s):	MCGARVIE, Shane Garry
Purchaser(s):	Bon Custodian Pty Ltd Atf West Scott Bare Trust
To:	All Settled Conveyancing Pty Ltd (Licensee) of Unit 13, 116 Flora Terrace NORTH BEACH WA 6020

We being the purchaser(s) named above appoint you to represent us in the settlement of the property referred to above and:

1. We agree to pay up to the service amount disclosed to us under rule 6B of the *Settlement Agents' Code of Conduct 1982*.

Please choose between one of the following two options and strike out and initial the one that is not applicable.

2. *You may also act for each other party to the transaction if you advise me immediately should any conflict of interest arise between the parties.

OR

3. *You may not act for any other party to the transaction.

4. We hereby authorise you to pay to the vendor or their agent the purchase price less deposit paid plus or minus adjustment of rates and taxes.
5. We agree to pay the proper stamp duty and registration fees and authorise you to attend to the

- stamping and registration of the documents if applicable
6. We confirm that the balance due by us to the Vendor(s) is to be made payable to the Vendor(s) or to whomever the Vendor(s) agent shall direct.
 7. We authorise you to the extent permitted by the Registrar of Titles, in respect of the said transaction, to comply with any requisitions issued by the Registrar and within this general authority and power, to make any minor alterations which may be necessary to effect registration of the documents.
 8. We acknowledge that we act on our own independent information regarding GST and not on advice given by All Settled Conveyancing Pty Ltd or any of its servants or employees and indemnify All Settled Conveyancing Pty Ltd, its servants and employees against any claim whatsoever relating to GST implications arising from the purchase of the above property.
 9. We hereby authorise and request our Mortgagee/s to release to you any credit information necessary to complete settlement.
 10. We hereby authorise to release to our Financial Institution the following documents: Settlement Statement, Transfer of Land Instrument and the Offer and Acceptance Contract.
 11. We hereby authorise to pay any required bank fees associated with settlement on our behalf.
 12. The buyer is aware that there is no business or finance relationship between All Settled Conveyancing Pty Ltd and Stewart Title. Should the buyer choose to take out a Title Insurance Policy through Stewart Title then All Settled Conveyancing Pty Ltd will be paid an administration fee of \$50 by Stewart Title Limited.

Acknowledgment of receipt of appointment form.

We hereby acknowledge and confirm that a true copy of this document was received.

Signed for and on behalf of Bon Custodian Pty Ltd Atf West Scott Bare Trust (ACN 614679917) by authority of its sole Director and pursuant to section 127 of the Corporations Law by


 Sole Director and Sole Secretary Sign

6 / 11 / 2016
 Date

ANDREW MARK SCOTT.
 Print Full Name

Please complete the following:

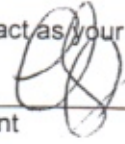
Our Contact Numbers: (A/h) 0895821958 Work Fax (Mob) 0427775111
08 9582 1958

Email
 Our Postal Address 14 KENNETT PLACE, DAWESVILLE W.A. 6211.
 Our After Settlement Address

We will be obtaining finance from Bank _____ Branch _____

Acceptance of appointment

I accept the appointment to act as your settlement agent on the terms set out in this appointment


 Signature of Settlement Agent

8/11/16
 Date