



# CBD SETTLEMENTS

LICENSED REAL ESTATE SETTLEMENT AGENT

TELEPHONE: 08 9322 8333

FACSIMILE: 08 9322 5933

LICENSEE: CBD SETTLEMENTS PTY LTD.

DL:9085

31 January 2019

Mr B M Waters  
Mrs R V Waters  
17 Waterside Drive  
DUDLEY PARK WA 6210

Dear Mr & Mrs Waters

**RE: PURCHASE OF 1 DOROTHY AVENUE FALCON**

We have pleasure in advising you that settlement on the abovementioned property was effected on the 31<sup>ST</sup> January 2019.

Enclosed herewith is a copy of the final Settlement Statement for your information.

In addition we enclose herewith the original stamped Contract for Sale of Land for you information and records.

We confirm that we have deposited into your account the amount of \$ 128.80 being the balance due to you as per your Settlement Statement.

As you paid cash for your property, this office has now registered the documentation at the Land Titles Office and we should receive your Certificate of Title within four to six weeks, transferred into your name, and we shall forward this to you by way of Certified Mail.

May we take this opportunity of thanking you for entrusting your purchase with this company.

Should you require any further information, please do not hesitate to contact the writer.

Yours faithfully

  
**DENE LOWSON**  
**CBD SETTLEMENTS**  
dene@cbdsettlements.com.au  
Encl



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31 January 2019

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## STATEMENT

**PURCHASE OF 1 DOROTHY AVENUE, FALCON**  
MR B M WATERS & MRS R V WATERS

	Debit	Credit
Purchase Price	130,000.00	
Transfer Duty on the Contract (General)	3,230.00	
Costs & Disbursements (see attached Tax Invoice)	802.74	
Registration of the Transfer	201.20	
Balance paid by you prior to settlement		134,362.74
<b>Balance due to you after settlement</b>	<b>128.80</b>	
E & O E	<u>\$134,362.74</u>	<u>\$134,362.74</u>

SUITE 68 PLAISTOWE MEWS, CITY WEST CENTRE, WEST PERTH 6005

PO BOX 1278 SUBIACO WA 6904

ABN: 97 119 582 553



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Our ref: 9085 DL

Mr B M Waters & Mrs R V Waters  
17 Waterside Drive  
DUDLEY PARK WA 6210

**TAX INVOICE (ABN: 97119582553)**

**PURCHASE OF 1 DOROTHY AVENUE, FALCON**  
MR B M WATERS & MRS R V WATERS

Description	Price	GST	Total
<b>Our Professional Fee (incl GST)</b>	<b>600.00</b>	<b>60.00</b>	<b>660.00</b>
<b>Disbursements</b>			
Postage, Petties, Telephone, Fax	59.09	5.91	65.00
<b>Government &amp; Statutory Charges</b>			
Landgate Title Document Search Fee	70.67	7.07	77.74
Totals	\$729.76	\$ 72.98	\$802.74
TOTAL INCLUDING GST \$802.74			



# McLEODS

BARRISTERS AND SOLICITORS

ABN 28 199 679 234

Stirling Law Chambers | 220 Stirling Highway, Claremont WA 6010  
Telephone: (08) 9383 3133 | Facsimile: (08) 9383 4935  
Email: mcleods@mcleods.com.au

Matter No: 24842  
Invoice No: 106525

23 January 2019

Mr B Waters, Ms R Waters & Mr P McKenzie  
C/- CBD Settlements  
PO Box 1278  
SUBIACO WA 6904

## TAX INVOICE

**RE: Lot 6 (No. 1) Galbraith Loop, Falcon & Lot 305 (No. 1) Dorothy Avenue, Falcon**

To our professional services of and incidental to receiving instructions for and preparation of two Withdrawal of Caveats, arranging execution and lodgement at Landgate, telephone attendances and correspondences CBD Settlements, telephone attendances and correspondences City of Mandurah and all incidental attendances, telephone attendances, correspondence, perusals, general care and attention and ordinary postage, petties and sundries.

Total Fees	\$740.84
Disbursements	\$381.20
Subtotal	<hr/> \$1,122.04
GST	\$77.96
Invoice Total	<hr/> \$1,200.00
Less amount to be transferred from Trust	\$1,200.00
Total outstanding this invoice:	<hr/> <hr/> \$0.00

Detailed information supporting this tax invoice is attached.

With compliments  
**McLeods**

Per:

**Fiona Grgich**



# McLEODS

BARRISTERS AND SOLICITORS

ABN 28 199 679 234

Stirling Law Chambers | 220 Stirling Highway, Claremont WA 6010

Telephone: (08) 9383 3133 | Facsimile: (08) 9383 4935

Email: [mcleods@mcleods.com.au](mailto:mcleods@mcleods.com.au)

Mr B Waters, Ms R Waters & Mr P McKenzie  
C/- CBD Settlements  
PO Box 1278  
SUBIACO WA 6904

Our Ref: FG:24842

Email: [fgrgich@mcleods.com.au](mailto:fgrgich@mcleods.com.au)

## Trust Statement of Account as at 24 January 2019

Re: **Lot 6 (No. 1) Galbraith Loop & Lot 305 (No. 1) Dorothy Avenue, Falcon: Waters & McKenzie**

Date	Reference	Payee/Payer Details	Debit	Credit	Balance
08/01/2019	DD 10591	Natasha Patten On account of costs	\$0.00	\$700.00	\$700.00
21/01/2019	DD 10620	CBD Settlements On account of costs	\$0.00	\$700.00	\$1,400.00
24/01/2019	J3 3194	T01 McLeods Trust to Office Transfer Transfer to office on a/c of Costs/Disbs of Bill 106525	\$1,200.00	\$0.00	\$200.00
			<u>\$1,200.00</u>	<u>\$1,400.00</u>	<u>\$200.00</u>

McLEODS



# Certificate of Duty

## Transfer - (General Rate)

Duties Act 2008

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Certificate Number:	1030150463	Certificate Issue Date:	31-01-2019
Bundle ID:	182989960	Client Reference:	DL9085
Transaction Date:	18-10-2018	Property Valued:	Yes
Dutiable Value:	\$ 130,000.00		
<b>Transfer Duty:</b>	<b>\$ 3,230.00</b>		
Penalty Tax:	\$ 0.00		
Interest transferred:	50 %		

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Dutiable Transaction: Transfer Of Dutiable Property

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Description of Property:

Land in WA: Lot 305, Plan 8527      Volume/Folio: 1340/995

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Transferor(s): MACKENZIE, PETER ELLIOT

Transferee(s): WATERS, BRYAN MAURICE; and  
WATERS, ROSEMARY VALERIE as joint tenants

FOR USE BY  
NON-MEMBERS OF REIWA

# CONTRACT FOR SALE OF LAND OR STRATA TITLE BY OFFER AND ACCEPTANCE

02/11 210P

REVISED BY  
THE REGULATORY AUTHORITY  
14 WESTERN AUSTRALIA  
CONTRACT C 0200 2011

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.

## NOTICE

The Joint Form of General Conditions for the Sale of Land (2011 Revision) should be given to each Party to the Contract.

## NOTICE

In order to avoid possible financial penalties Buyers should lodge this Contract for stamp duty assessment within the prescribed period. Buyers should clarify their obligations with the Office of State Revenue.

As Agent for the Seller / Buyer

THE BUYER (FULL NAME AND ADDRESS) BRYAN MAURICE WATERS AND ROSEMARY VALERIE WATERS AS TRUSTEE  
FOR THE WATERS SUPERANNUATION FUND

OF 17 WATERSIDE DRIVE, DUDLEY PARK WA 6210

OFFERS TO PURCHASE (as joint tenants/tenants in common specifying the undivided shares) the Land and Property Details 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:

50% SHARE OF 1 DOROTHY AVENUE, FALCON WA 6210

Lot 305 Deposited Survey/Strata/Diagram/Plan 8527 Whole/Part Vol 1360 Folio 995

A deposit of \$ NIL 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 \$130,000.00

Settlement Date 14 DAYS AFTER STAMP DUTY ASSESSMENT IS RECEIVED

Property Details including \_\_\_\_\_

### FINANCE CLAUSE APPLICABLE

LENDER \_\_\_\_\_

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

X BW

X R Waters

## SPECIAL CONDITIONS

1. PROPERTY IS SOLD AS A GOING CONCERN - GST FREE

X BW X R Waters X

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

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.

### NOTICE

The Joint Form of General Conditions for the Sale of Land (2011 Revision) should be given to each Party to the Contract.

### NOTICE

In order to avoid possible financial penalties Buyers should lodge this Contract for stamp duty assessment within the prescribed period. Buyers should clarify their obligations with the Office of State Revenue.

As Agent for the Seller / Buyer

THE BUYER (FULL NAME AND ADDRESS) BRYAN MAURICE WATERS AND ROSEMARY VALERIE WATERS AS TRUSTEE  
FOR THE WATERS SUPERANNUATION FUND

OF 17 WATERSIDE DRIVE, DUDLEY PARK WA 6210

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:

50% SHARE OF 1 DOROTHY AVENUE, FALCON WA 6210

Lot 305 Deposited/Survey/Strata/Diagram/Plan 8527 Whole/Part Vol 1340 Folio 995

A deposit of \$ NTL 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 \$130,000.00

Settlement Date 14 DAYS AFTER STAMP DUTY ASSESSMENT IS RECEIVED

Property Chattels including \_\_\_\_\_

#### FINANCE CLAUSE IS APPLICABLE

LENDER \_\_\_\_\_  
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

X BW  
X R Waters

### SPECIAL CONDITIONS

1. PROPERTY IS SOLD AS A GOING CONCERN - GST FREE

x BW x R Waters x

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



CONDITIONS

1. SUBJECT TO FINANCE

If the Buyer signs the "Finance Clause is not 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 an application for Finance Approval to the Lender using, if required by the Lender, the Property as security, and use of best endeavours in good faith to obtain Finance Approval
    - (2) 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 Finance Approval 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) written Finance Approval has not been obtained; 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) written 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 the Contract is in full force and effect.
  - 1.5 Notice Not Given by Latest Time: Seller's 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 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 advise the Seller or Seller Agent of:
      - (1) 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 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 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 2011 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 15 Business Days after the Contract Date.
  - Lender** means:
    - (a) the lender or mortgage broker nominated in the Schedule; or
    - (b) if the Buyer makes a finance application to, or if no lender is nominated in the Schedule then, any bank, building society, credit union or other institution which makes loans and in each case is carrying on business in Western Australia or a mortgage broker carrying on business in Western 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 Finance Approval has been rejected or has not been obtained.

- 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 2011 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. If GST is applicable 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.

BUYER (If a corporation, then the Buyer executes this Contract pursuant to s.127 of the Corporations Act.)

X Bud  
X R. WATERS

Witness  
X [Signature] Date 08/10/18  
X [Signature] Date 08/10/18

THE SELLER (FULL NAME AND ADDRESS) ACCEPTS the Buyer's offer PETER MCKENZIE OF 8 DANDENONG ROAD, ATTADALE WA 6156

[If a corporation, then the Seller executes this Contract pursuant to s.127 of the Corporations Act.]  
Witness \_\_\_\_\_ Date \_\_\_\_\_  
X \_\_\_\_\_ X \_\_\_\_\_

JOINT FORM A true copy of this document has been received by each of the Parties - together with a copy of the 2011 General Conditions.  
X Bud X R. WATERS X \_\_\_\_\_

STRATA DISCLOSURES  
If the Property is a Strata Lot, then the Buyer acknowledges having received the Form 28 Disclosure Statement before signing this Contract.

CONVEYANCER The Parties nominate their Representative below to act on their behalf and consent to Notices being served to that Representative's facsimile number.

BUYER'S REPRESENTATIVE	SELLER'S REPRESENTATIVE
Name <u>CBD SETTLEMENTS</u>	<u>CBD SETTLEMENTS</u>
Signature X <u>Bud</u> X <u>R. WATERS</u>	X _____