



PO Box 6161
WAIKIKI WA 6169
Phone: (08) 9592 8188
Fax: (08) 9592 8155
EMail: rentals@summitrealty.com.au

14 March 2016

Our Ref: STR Welcom/138446

Bell Baldvis Property Pty Ltd
68 Coventry Rd
Roleystone WA 6111

Dear Bell Baldvis Property Pty Ltd

Re: 11/38 Heritage Park Drive, Baldvis

I would like to congratulate you on the purchase of the above property and welcome you to Heritage Park Drive.

- The Minutes of the Inaugural General Meeting which will held on 14th April 2015 including the Budget for 2015-2016 which is attached.
- A copy of the Strata By-Laws which I do ask you to acquaint yourself with.
- A copy The Strata Title "Two Step"
- The Residential Strata Insurance Plan Booklet
- A copy of the Certificate of Currency
- Pet Policy
- Strata Proprietor full details form to be completed and returned in the self-addressed envelope.

Please do not hesitate to contact me if further details are during office business hours.

Kind Regards
SUMMIT REALTY WAIKIKI

Tamara Verzini
Strata Manager

ESTABLISHMENT OF ADMINISTRATIVE FUND -DRAFT ONLY-

STRATA PLAN NUMBER 70359
 STRATA NAME 38 Heritage Park Drive, Baldivis
(LOT 171) 38 Heritage Park Drive, Baldivis 6171

INCOME

Levies	\$	12,000.00
TOTAL INCOME	\$	12,000.00

EXPENSES

Administration

Management Fees	\$	1,840.00
Annual General Meeting	\$	200.00
Stationary	\$	250.00

General Maintenance

Lawns & Gardens	\$	2,000.00
Retriculation Maintenance	\$	500.00
General Maintenance	\$	1,000.00
Electrical Maintenance	\$	500.00

Insurance

Insurance	\$	4,000.00
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Common Property Requisites

Electricity and Bore Power	\$	500.00
Goods & Services Tax	\$	250.00

TOTAL EXPENSES	\$	11,040.00
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BALANCE	\$	960.00
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Transfer to Reserve Fund	\$	500.00
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BALANCE	\$	460.00
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Unit Entitlements: 5 (79) 1 & 13 (78) 2,3,4,6,10, (77) 7, 8, 9,11,12 (76)

Annual Levy Quarterly Levy

\$ 948.00	\$ 237.00	Unit 5	\$ 948.00
\$ 936.00	\$ 234.00	Unit 1,13	\$ 1,872.00
\$ 924.00	\$ 231.00	Unit 2,3,4,6,10	\$ 4,620.00
\$ 912.00	\$ 228.00	Unit 7,8,9,11,12	\$ 4,560.00
			\$ 12,000.00

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

Customer Copy

MORTGAGE

DESCRIPTION OF LAND (Note 1)

EXTENT

VOLUME

FOLIO

LOT 11 ON STRATA PLAN 70359

WHOLE

2864

958

ESTATE AND INTEREST (Note 2)

FEE SIMPLE

LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS (Note 3)

**INTERESTS NOTIFIED ON THE STRATA PLAN AND ANY AMENDMENTS TO LOTS OR COMMON
PROPERTY NOTIFIED THEREON BY VIRTUE OF THE PROVISIONS OF THE STRATA TITLES ACT NO.33
OF 1985 AS AMENDED.**

MORTGAGOR (Note 4)

BELL BALDIVIS PROPERTY PTY LTD ACN 609 349 091 of 68 COVENTRY ROAD ROLEYSTONE WA 6111

MORTGAGEE (Note 5)

**WESTPAC BANKING CORPORATION ABN 33 007 457 141 Australian credit licence 233714
of Level 11 152 – 158 St. Georges Terrace Perth WA 6000**

COVENANTS

1. Key Words

The meaning of words printed *like this* and of some other common key words is explained in clause 4 of the Covenants, and in clause 36 of Memorandum of Provisions number **L423978**.

2. Consideration and Mortgage

You acknowledge giving this mortgage and incurring obligations and giving rights under this mortgage for valuable consideration received from us.

For the purpose of securing to us the payment of the *amount owing* you mortgage to us all your estate and interest described in this mortgage in the land described in this mortgage together with each structure, fixture or improvement on it or fixed to it subject to the encumbrances described in this mortgage.

3. Limited Recourse

- (a) Despite any other provision of this mortgage, we may not have recourse to you or your assets under or in connection with this mortgage, except with respect to the *amount owing*, we may have recourse to the property and its proceeds and the total amount available to us as a result of a realisation of the property (after payment of enforcement costs etc).
- (b) Subject to paragraph (c), nothing in paragraph (a) above limits us in:
 - (i) exercising our rights or powers under this mortgage in relation to the property;
 - (ii) obtaining an injunction or other order to restrain any breach of this mortgage; or
 - (iii) obtaining declaratory relief.
- (c) In exercising any right, power or remedy under this mortgage, neither we nor any receiver, receiver and manager, agent or attorney appointed under this mortgage shall incur, or have the authority to incur, any liability on your behalf of or for your account except a liability which is itself subject to the limitation in paragraph (a).
- (d) For the purpose of determining the liability of any other guarantor or any security provider in relation to the amount owing the limit on your liability under this paragraph (a) will be disregarded.
- (e) We will not, in relation to any liability for which you are not liable under paragraph (a):
 - (i) obtain a judgment for the payment of money or damages by you;
 - (ii) issue any demand under s459E(1) of the Corporations Act 2001 (or any analogous provision under any other law) against you;
 - (iii) apply for the winding up of you or your bankruptcy;
 - (iv) levy or enforce any distress or other execution to, on or against any of your assets other than the property;
 - (v) apply for the appointment by a court of a receiver to any of your assets other than the property; and
 - (vi) exercise or seek to exercise any set-off or counterclaim against you, or
 - (vii) take proceedings for any of the above and we waives our rights in respect of those applications and proceedings.

4. Agreements Covered by this Mortgage

Each of the following is an *agreement covered by this mortgage* for the purposes of this mortgage in addition to any other agreement covered by this mortgage:

- (a) any residential loan agreement between us and the borrower named in it for the financing or refinancing by us of all or part of the cost of acquisition of the property by you;
- (b) any guarantee and indemnity given by you in respect of the obligations under that residential loan agreement;
- (c) any SMSF deed of trust declarations entered into in connection with the residential loan agreement.

5. Memorandum of Provisions

You agree the provisions in memorandum number **L423978** filed and registered at the Western Australian Land Information Authority (Landgate) are incorporated in this mortgage.

You acknowledge that you received a copy of the Memorandum of Provisions before signing this mortgage.

6. Covenants Prevail

The Covenants in clauses 1 to 6 above form part of your mortgage. To the extent there are any inconsistencies between the Covenants and the Memorandum of Provisions, the Covenants will prevail.

IN SHEET

FOR ISS

SIGNING
EQUIRE

All par

BORROWER CHECKLIST

Re: Super Fund Home Loan for Darren Carl Bell & Joyleen May Bell atf Bell Superannuation Fund

Loan Number S.611.0161779.00

YOUR HOME LOAN AGREEMENT

The Loan Agreement is made up of the Loan Offer and the Residential Loan Agreement general terms and conditions booklet.

The Loan Offer contains all the details of your St.George home loan. We enclose copies of the Loan Agreement for each borrower to retain. Be sure to keep these documents in a safe place for your future reference.

We also enclose an additional copy of the Loan Offer. Once all borrowers have carefully read the Loan Agreement, and are ready to accept the offer, all borrowers must sign the additional copy of the offer provided and return it to St.George.

Details in the Loan Offer cannot be changed. Any changes made to the Loan Offer without our consent will render the Loan Agreement void.

If you have any questions about your Loan Agreement please contact your St.George Lender.

DIRECTION TO PAY & UNDERTAKING

The enclosed Direction to Pay & Undertaking must be read and then signed by all borrowers where indicated.

GUARANTEE & INDEMNITY

A requirement of this loan and/ or the terms and conditions of this loan are that a Guarantee & Indemnity must be obtained. This is referred to in the Loan Agreement Offer or the Terms and Conditions of the Loan.

The Guarantee & Indemnity together with our requirements have been sent directly to the Guarantor/s.

We will, however, require all documentation and requirements of the Guarantor/s to be returned prior to us authorising settlement of the loan.



alpha conveyancing &
settlement solutions

p: 9371 5005 | f: 9371 5009

32 Eighth Avenue Maylands
PO Box 91 | Maylands WA 6931

e: info@alphaconveyancing.com.au
www.alphaconveyancing.com.au

10 March 2016

Our ref: 2015/0343

The Manager
Bell Baldivis Property Pty Ltd
68 Coventry Road
ROLEYSTONE WA 6111

Dear Darren & Joyleen

RE: PURCHASE OF UNIT 11, 38 HERITAGE PARK DRIVE, BALDIVIS

It is with pleasure I inform you the settlement of the above property was effected on the 9 March 2016.

Outstanding Water Corporation Rates, Rockingham City Council Rates, Strata Levies have been paid on your behalf.

Land Tax has not been adjusted.

The Certificate of Title will be held by the Mortgagee St George Bank, after registration at Landgate, a copy of the Title will be forwarded to you at that time.

Please find enclosed the original Offer & Acceptance Contract and Transfer Duty Certificate for your records.

Also please find enclosed your Final Statement for the purchase of the above property.

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

Yours faithfully

ALPHA CONVEYANCING & SETTLEMENT SOLUTIONS

ALPHA CONVEYANCING TEAM

Kylie Sim

info@alphaconveyancing.com.au

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p: 9371 5005 | f: 9371 5009

32 Eighth Avenue Maylands
PO Box 91 | Maylands WA 6931

e: info@alphaconveyancing.com.au
www.alphaconveyancing.com.au

8 March 2016

Our ref: 2015/0343

FINAL STATEMENT

**PURCHASE OF UNIT 11, 38 HERITAGE PARK DRIVE, BALDIVIS
BELL BALDIVIS PROPERTY PTY LTD**

	Debit	Credit
Purchase Price	350,000.00	
Transfer Duty on the Contract (Residential)	10,735.00	
Costs & Disbursements (see attached Tax Invoice)	1,892.63	
Mortgage Loan/funds from St George Bank		210,571.80
Amount received from the buyer		151,693.56
Bank cheque fee	10.00	
Amount received from the buyer		1,000.00
ADJUSTMENT OF RATES/TAXES AS AT 09-03-2016		
Water Corp 01-03-2016 to 30-04-2016 Rates \$134.44 Your share 52/ 61 days \$114.60 Balance due	114.60	
Rockingham City Council 2015/2016 Rates \$1,483.48 Your share 113 days \$458.01 Balance due	458.01	
Land Tax 2015/2016 Not Applicable		
Strata Levy from 01-01-2016 to 31-03-2016 \$228.00 Your share 22/ 91 Days \$55.12 Balance due	55.12	
Nil Balance due by you		
E & O E	\$363,265.36	\$363,265.36

Contract for sale of land or strata title 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

TO: Sterling First Projects Pty Ltd T/As Sterling New Life
23/397 Warnbro Sound Avenue
PORT KENNEDY WA 6172

Postal Address: P O Box 7299, SECRET HARBOUR WA 6173

As Agent for the Seller / ~~Buyer~~

THE BUYER (FULL NAME AND ADDRESS)

Bell Baldvis Property Pty Ltd
68 Coventry Rd Rolystone WA 6111

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:

Unit 11/38 Heritage Park Drive, BALDIVIS WA 6171

Lot 11 Deposited/Survey/Strata/Diagram/Plan 70359 Whole Vol 2864 Folio 958

A deposit of \$1000.00 of which \$0.00 is paid now and \$1000.00 to be paid within 7 days of acceptance

to be held by Sterling New Life Trust Account

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

Purchase Price ~~\$365,000.00~~ \$350,000

Settlement Date On or before 21 days of written finance approval.

Property Chattels including Floor coverings, window treatments, light fittings, split system air-conditioning system & dishwasher as inspected.

FINANCE CLAUSE IS APPLICABLE

LENDER TBA

(NB. If blank, can be any Lender)

LATEST TIME: 4pm on: On or before 30 days of acceptance of this offer.

AMOUNT OF LOAN: ~~\$365,000.00~~ 350,000

SIGNATURE OF BUYER

[Handwritten signature]

FINANCE CLAUSE IS NOT APPLICABLE

~~Signature of the Buyer if Finance Clause IS NOT applicable~~

[Blank signature lines]

SPECIAL CONDITIONS

INITIAL.
[Handwritten initials]

- A. The Seller warrants that all electrical, gas and plumbing fixtures and fittings (including where applicable swimming pool & associated pool equipment and/or bore, pumps and reticulation included in the sale) shall be in working order at settlement.
- B. Annexure A - Form 28 - forms part of this contract.
- C. The Buyer acknowledges receiving all Notification Information as part of this contract.
- D. The Buyer acknowledges receiving Form 29 as part of this contract.
- E. The Buyer acknowledges receiving the By-Laws of Strata Plan 70359 as part of this contract.
- F. GST Annexure as attached forms part of this contract.

SIGN

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

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