

MEMORANDUM OF COSTS AND DISBURSEMENTS

OFFICE ADDRESS: 99 Percival Road
Stanmore NSW 2048
POSTAL ADDRESS: P.O. Box 127
Westgate NSW 2048

Date: 11 December 2019
Invoice #: 0000960
Our Ref: TRY:CQ:J166.19
Phone: (02) 9568 3655 **Fax:** (02) 9569 66465
E-mail: tim@youngandmuggleton.com.au

BILL TO:

C & D Nominees Pty Ltd

RE: PURCHASE:2/192 VICTORIA ROAD PUNCHBOWL

To our professional costs in acting for you on this sale

\$1,600.00
GST \$ 160.00

DISBURSEMENTS:

Sydney Legal Agents government searches & enquires GST \$7.00	\$ 169.10
Civic Strata Inspection report GST \$25.50	\$ 280.50
Miscellaneous, photocopying, postage & telephone GST \$4.09	\$ 45.00
	<u>\$2,254.60</u>

With Thanks,

Accepted Payment Methods:

Cheque	Electronic Bank Transfer	Credit/Debit Card
Make payable to: <i>Young and Muggleton General Account</i>	Name: <i>Young and Muggleton</i> Bank: <i>Westpac Banking Corporation</i> BSB No: <i>032-267</i> A/C No: <i>202 337</i>	Only MASTERCARD® and VISA® cards are accepted. ▪ You must come-in person to pay with a Credit/Debit card.

Interest may be charged at the current rate of 9% prescribed by regulation 110A of the *Legal Profession Regulation 2005* on any bill which remains unpaid after 30 days. You may apply to have this bill of costs assessed under Division 11 of the *Legal Profession Regulation Act 2004*. Any such application must be made within 60 days after this bill has been given to you. You may also apply under section 336 of that Act to have a costs dispute mediated where the amount in dispute is less than \$10,000. Referral to mediation is not permitted after an application for assessment has been accepted by the Manager, Costs Assessment. You may apply under Section 328 of that Act to set aside any costs agreement entered into between us on the basis that it is not fair and reasonable. If a lump sum bill is given to you, you have the right to ask for an itemised bill. An itemised bill might include items of costs not taken into account in the lump sum bill thereby increasing costs. If an itemised bill is required, we reserve our right to reply on the itemized bill as our final bill

Young & Muggleton Solicitors

PO Box 127
Westgate 2048
Ph. 02 9568 3655
Fax. 02 9569 6646

C & D Property Nominees
8A Bass Street
BASS HILL NSW 2197

Tax Invoice

Draft - Unapproved

Date: 11/12/2019

Invoice No: 316

Due Date: 10/01/2020

Person Responsible: Tim Young

Matter: J166.19
C & D Property Nominees

Memo: J166.19 C & D Property Nominees, Purchase; Mikhael & Mikael

Disbursements

Date	Description	Amount	GST
15/11/2019	InfoTrack: NSW Certificate (Scanned) - Canterbury City Council: Section 603 Certificate - 2/SP16403	\$140.64	\$5.56
15/11/2019	Sydney Water: Section 66 Certificate - 2/SP16403 Victoria, PUNCHBOWL 2196	\$21.48	\$1.44
		\$162.10	\$7.00

Invoice Amount: \$162.10

Tax: \$7.00

Total Amount: \$169.10

Amount Received: -

Balance Due: \$169.10

Tim Young

RECEIPT

**Young and Muggleton
99 Percival Road
Stanmore NSW**

Strata scheme inspection report

Your Reference:

Client : **Andrew James**
Property Address : **192 Victoria Road, Punchbowl**
Lot : **2**
Strata plan : **16403**
Date of inspection : **24/10/2019**
Our reference : **YMI6403**

Our Fee: includes Strata Managers fee & photocopying. **\$255.00**
+ GST \$25.50

TOTAL: \$280.50

Payment received 24/10/2019, thank you

I wish to pay by cheque (attached) or by credit card

Credit card number

Bankcard Mastercard Visa Card Expiry date

Name on card :

*LIBERTY FINANCIAL
adv. 31721521*

SECURE FUNDING
CIVIC STRATA INSPECTIONS

9 Ferndale Street, West Chatswood, Sydney 2067

T. 9403 7732

F. 9403 5332

M. 0411 397 880

www.civicstrata.com.au

ABN 49

TRY:CQ:J166.19

11th December 2019

Mr. Andrew James
C & D Nominee Pty Ltd
8A Bennett Street
BASS HILL NSW 2197
E: andrew1300@hotmail.com

FILED
11.12.19

YOUNG
AND
MUGGLETON

Dear Andrew,

RE: PROPERTY: 2/192 VICTORIA ROAD PUNCHBOWL

We confirm that settlement of your purchase took place on the 6th December 2019. We enclose a settlement statement for your records, certain aspects which we summarise as follows.

Council rates for the current financial year amounted to \$1,193.30 of which your contribution equivalent to 207/366 days amounted to \$674.90. Water rates for October/December period amounted to \$185.25 of which your contribution was, equivalent to 25/92 days, amounted to \$50.34.

Section 184 Certificates for strata levies in the sum of \$119.90 was added to the purchaser price.

Strata levies for the unit for the November/January 2020 period amounted to \$753.24 of which your contribution equivalent 56/92 days amounted to \$458.49.

An amount in the sum of \$143.50 was deducted from the purchase price being discharge of mortgage

This left a balance payable on settlement of \$334,160.13, which was provided by your superannuation fund.

Following settlement all title documents were electronically sent to NSW Land Registry Services, who will attend to the registration on behalf of all parties. We will send you the new title deed when to hand.

We have notified the local Council, Sydney Water and the Valuer General of your purchase and all future rate assessments will be forwarded to 8A Bennett Street Bass Hill NSW 2197.

Please note Council rates have been paid to 30th June 2020, water rates till 31st December 2019 and strata levies till 31st January 2020. All future assessments will be your responsibility.


We also enclose our memorandum of professional costs and disbursement of acting on your behalf.

SOLICITORS & COMPANY Incorporating Tina Young and Associates and Solicitors for the
Principal: Tina Young B.A., M.Com., Dip.Law, LL.M., LL.B. (NSW & VIC), F.A.I.C.I., F.A.I.C.M.I., F.A.I.C.S.I., F.A.I.C.S.I., F.A.I.C.S.I.
89 Percival Road, St George NSW 2018 P.O. Box 127 Muggleton NSW 2046
Telephone (02) 9563 3635 Fax (02) 9563 6446 Email tina.young@muggleton.com.au
Liability limited by a scheme approved under the Professional Standards Legislation.



As this matter has now been finalized, we take this opportunity of thanking you for your instructions.

Yours faithfully,


.....
TIMOTHY R. YOUNG
ACCREDITED SPECIALIST
YOUNG AND MUGGLETON

SETTLEMENT ADJUSTMENT SHEET

C & D PROPERTY NOMINEES PURCHASE FROM MIKHAEL
PROPERTY: 2/192 VICTORIA ROAD, PUNCHBOWL

Settlement: 6 December 2019
Adjustments as at: 6 December 2019

	<u>Payable by Vendor</u>	<u>Payable by Purchaser</u>	
Purchase Price		\$370,000.00	
Less Deposit		\$37,000.00	
Balance		<u>\$333,000.00</u>	
 Current Council Rates			
For Period 01-Jul-19 to 30-Jun-20 - 366 days			
\$1193.30 Adjusted as Paid			
Purchaser allows 207 days			
For period 06-Dec-19 to 30-Jun-20		\$674.90	
 Current Water/Sewerage Rates			
For Period 01-Oct-19 to 31-Dec-19 - 92 days			
\$185.25 Adjusted as Paid			
Purchaser allows 25 days			
For period 06-Dec-19 to 31-Dec-19		\$50.34	
 Strata Levies			
For Period 01-Nov-19 to 31-Jan-20 - 92 days			
\$753.24 Adjusted as Paid			
Purchaser allows 56 days			
For period 06-Dec-19 to 31-Jan-20		\$458.49	
 Purchaser allows for Section 184 Certificate (Inclusive of GST)			\$119.90
 Vendor allows for Discharge of Mortgage			\$143.50
 Totals			\$143.50
Less Amount Payable By Vendor			\$334,303.63
AMOUNT DUE ON SETTLEMENT			<u>\$143.50</u>
			<u>\$334,160.13</u>
 Directions:-			
Canterbury Bankstown Council		\$894.36	
Owners Corporation SP16403		\$753.26	
PEXA Vendor fee		\$114.07	
 Total			<u>\$332,398.44</u>

Statement of Adjustment

YOUNG AND MUGGLETON

Settlement: 06 December, 2019

Adjustments as at: 06 December, 2019

Purchaser: C & D PROPERTY NOMINEE PTY LTD
Vendor: MICHAEL MIKHAEL, MARIA CHRISTINA MIKHAEL
Property Address: Unit 2 192 VICTORIA Road PUNCHBOWL NSW 2196

Adjustments

				Vendor	Purchaser
Rates	Council Rates				\$ 674.90
		\$ 1,193.30	From 01/07/2019 To 30/06/2020 Purchaser Allows 207 Days	Paid	
Water (Services)	Water rates				\$ 50.34
		\$ 185.25	From 01/10/2019 To 31/12/2019 Purchaser Allows 25 Days	Paid	
Additional Fee/ Allowance	Discharge of Mortgage			\$ 143.50	
Additional Fee/ Allowance	S184 Certificate				\$ 119.90
Owners Corporation	Strata Levies				\$ 458.49
		\$ 753.24	From 01/11/2019 To 31/01/2020 Purchaser Allows 56 Days	Paid	
			Total Adjustments	\$ 143.50	\$ 1,303.63
			Less Vendor's Portion		\$ 143.50
			Purchaser to Pay Vendor	\$ 143.50	\$ 1,160.13

Statement of Settlement

Purchase Price (excl. GST)	\$ 370,000.00
Less Deposit Paid	\$ 37,000.00
Balance of Purchase Price	\$ 333,000.00
Plus Adjustments	\$ 1,160.13
Plus GST	\$ 0.00
Balance Due to Vendor	\$ 334,160.13

Payment Directions

Vendor Destination Line Items

Vendor's Funds		
Body Corporate Fees	CROYDON LEGAL & CONVEYANCING	\$ 29,721.84
PEXA Fees	CROYDON LEGAL & CONVEYANCING	\$ 753.24
Professional Fees	CROYDON LEGAL & CONVEYANCING	\$ 114.07
Council Rates	CROYDON LEGAL & CONVEYANCING	\$ 1,527.90
Loan Payout	CROYDON LEGAL & CONVEYANCING	\$ 894.00
	LEGALSTREAM PTY LIMITED	
		\$ 301,149.08
		<hr/>
		\$ 334,160.13

Purchaser Destination Line Items

Lodgement Fees	LIBERTY FINANCIAL	\$ 430.50
PEXA Fees	YOUNG AND MUGGLETON	\$ 114.07
Stamp Duty Disbursement	YOUNG AND MUGGLETON	\$ 12,102.00
		<hr/>
		\$ 12,646.57

NSW - Settlement Statement

Financial Settlement Statement

Settlement Details

Subscriber: YOUNG AND MUGGLETON
 Subscriber Reference: J166.19
 PEXA Workspace ID: PEXA193843979
 Subscriber Role: Incoming Proprietor
 Settlement Date: 06/12/2019
 Lodgement Override: Proceed with Financial Settlement

Signature(s):

Certifications:

YOUNG AND MUGGLETON certifies that all financial information in the financial settlement schedule is accurate.

YOUNG AND MUGGLETON hereby agrees to the financial settlement schedule details listed in this statement and agree to the fees that will be charged as a result of this settlement transaction.

YOUNG AND MUGGLETON understands that if the settlement time is extended during the settlement run due to a delay, this document will not automatically become unsigned. A user will then be able to stop settlement in the financial settlement schedule if they wish.

Source Financial Line Item(s):

Transaction ID	Category	Account Name	Account Details	Client Name	Amount
1 PEXA193843979S01F	Funds for Stamp Duty	YOUNG AND MUGGLETON TRUST ACCOUNT	032267 202329	C D nominees Pty Ltd	\$ 12,102.00
2 PEXA193843979S03F	Purchaser's Equity	YOUNG AND MUGGLETON TRUST ACCOUNT	032267 202329	Andrew and Anastasia James	\$ 113,413.70
Total Source Amount:					\$ 125,515.70

Destination Financial Line Item(s):

Transaction ID	Category	Account Name	Account Details	Amount
1 PEXA193843979D01F	Stamp Duty Disbursement	OSR EPS Tax Remitting Account	N/A	\$ 12,102.00

NSW - Settlement Statement

	PEXA Fees	PEXA		
2	PEXA193843979D04F			
3	PEXA193843979D09F	Council Rates	CANTERBURY- BANKSTOWN COUNCIL-ELNO (128009)	\$ 114.07
4	PEXA193843979D10F	Body Corporate Fees	IUM P/L TRUST A/C FOR THE OWNERS STRATA PLAN 16403 (50922)	\$ 894.00
				\$ 753.24

Total Destination Amount:

\$ 13,863.31

Back

Andre...
/A/

7th November, 2019

Liberty Financial
Level 16 / 535 Bourke St
Melbourne
VIC 3000

Re Loan Application - 3172152 - A & A James Super Fund

To whom it may concern,

I confirm that the loan amount applied for is \$222,000 for the purchase of 2/192 Victoria Road Punchbowl NSW 2196 for \$370,000.

Thank you.



Andrew Christopher James

Date: 7 / 11 / 2019



Anastasia James

Date: 7 / 11 / 2019.

Contract for the sale and purchase of land 2018 edition

NSW Duty:

TERM
 vendor's agent

MEANING OF TERM
Challenge Property Group
 Shop 4, 62-74 Beamish Street, Campsie NSW 2194
 Email: george@challengepropertygroup.com.au

Phone: 97871700
 Fax: 9787929

co-agent

vendor

Michael Mikhael and Maria Christina Mikhael

vendor's solicitor

Croydon Legal & Conveyancing
 204 Elizabeth Street, Croydon NSW 2132
 PO Box A168, Enfield South NSW 2133
 Email: carole@croydonlegal.com.au

Phone: 02 9716 6755
 Fax: 02 8324 6356
 Ref: CM:18348

date for completion

^{42 days}
~~28~~ days after the date of this contract (clause 15)

land (address, plan details and title reference)

Unit 2, 192 Victoria Road, Punchbowl NSW 2196
Lot 2 in Strata Plan 16403
Folio Identifier 2/SP16403

improvements

VACANT POSSESSION subject to existing tenancies
 HOUSE garage carport home unit carspace storage space
 none other:

attached copies

documents in the List of Documents as marked or as numbered:
 other documents:

A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.

inclusions

blinds dishwasher light fittings stove
 built-in wardrobes fixed floor coverings range hood pool equipment
 clothes line insect screens solar panels TV antenna
 curtains other: Ceiling Fans, Shutters

exclusions

purchaser

C & D Property Nominee Pty Ltd A.C.N 636 997 905

purchaser's solicitor

8A Bennett Street Briss Hill NSW 2197

price

\$ 370,000

deposit

\$ 37,000

balance

\$ 333,000

Young & Muggleton 0 99 Percival Rd Stremore NSW 2048
(PH) 9568-3655 (Fax) 9569-6646
 (10% of the price, unless otherwise stated)

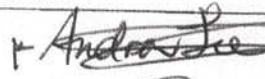

contract date

(if not stated, the date this contract was made)

buyer's agent

vendor

witness

 (Andrew James)
 Signed by director
 (Anastasia James)

GST AMOUNT (optional)
 The price includes
 GST of: \$



purchaser JOINT TENANTS tenants in common in unequal shares

witness


AUTHORITY TO EXCHANGE WITH COOLING OFF PERIOD

AGENT challenge Property Group.
VENDOR Michael Mikhael & Maria Christina Mikhael.
PURCHASER C4 D Property Nominee Pty Ltd. A.C.N. 636 997 905.
PROPERTY 2/192 Vrekenh Reed purchase
PRICE \$ 370,000

I, the above named purchaser, hereby confirm that:

1. I have executed the Agreement for Sale of land in order to purchase the property at the above price.
2. I have expressly authorized the Agent to attend to exchange of contracts on my behalf.
3. I have been advised by the Agent as to the existence of cooling-off period under the Conveyancing Act and understand I should contact my solicitor/conveyance in this regard without delay.
4. I am aware that the cooling-off period ends at 5PM on the (date) _____, being the ^{10th} fifth business day after this Agreement was made. After this date the Agreement is unconditional. AJ
5. I am aware that if I wish to rescind (cancel) the Agreement I, (or my solicitor/conveyancer) must give written notice to the Vendor (or the Vendor's solicitor/conveyancer/agent) before the end of the cooling-off period.
6. I am aware that if I rescind the Agreement I will forfeit 0.25% of the purchase price, namely \$ 925, to the vendor

P Andrew James 

P Anastasia James 

Purchaser(s)

Date

25/10/2019

I, the above named Vendor, hereby confirm that:

1. I have executed an Agreement for sale in order to sell the above property at the above price
2. I have expressly authorized the Agent to attend to exchange of the contracts on my behalf.

P

Vendor(s)

date

()

Notwithstanding any other provision of this contract the deposit can be paid by the purchaser in 2 installments as follow:

- (i) An amount equal to 0.25% of the purchase price on or before the making of the contract
- (ii) The balance of the deposit on or before the ^{10th AS @.} 5th business day after the date of the making of this contract x

Andrew James ~~Andrew James~~

Anastasia James