

06 August 2018

By Post

Kenneth Clifford as Trustee for the Ken Clifford Superannuation Fund and Wendy Clifford as Trustee for the Ken Clifford Superannuation Fund
3 Macquarie Street, Cromer NSW 2099

Your Ref.:
Our Ref.: QLD-KF-BE-CLI06-11392

Contact
Brooke Englehart | **Trainee Paralegal**
Phone: 07 54518713 |
Fax: 07 3088 6301 | Email:
11392@thinkconveyancing.com.au

Dear Sir/Madam,

Re: Kenneth Clifford as Trustee for the Ken Clifford Superannuation Fund and Wendy Clifford as Trustee for the Ken Clifford Superannuation Fund from Blackmore

Property: Unit 4, 24 Moreton Parade, Kings Beach QLD 4551

We are pleased to confirm that the Purchase of the Property completed on 06 August 2018.

Documents enclosed

We enclose with this letter:

1. Original signed and stamped Contract of Sale;
2. Original signed and stamped OSR Forms;
3. Settlement Statement; and
4. A copy of the Tax Invoice **paid** at Settlement.

You will need to retain the originals of the Contract and any Stamp Duty documents for a period of up to the 5 years after the settlement date. It is important that these are retained in a safe place as if your transaction is reassessed by the Office of State Revenue you may be required to present the original documents to them. We confirm we will retain copies of these documents on our file.

Moneys paid

At Settlement, in payment of the balance of the Contract price, we presented the cheques as detailed in our enclosed Settlement Statement.

We also collected the following bank cheque/s at Settlement:

1. \$9,712.50 payable to Commissioner of State Revenue in payment of the Transfer Duty payable for this purchase; and
2. \$1,156.84 payable to National Legal Services Pty Ltd in payment of ThinkConveyancing.com.au fees.

We have attended to the stamping and payment of the Transfer Duty payable for this purchase.

NATIONAL
T 1300 932 738

NSW
Level 13/50, Carrington Street
Sydney NSW 2000

79 George Street,
Parramatta, NSW 2228

Level 1, 22-28 Edgeworth
David Avenue,
Hornsby, NSW, 2077

QLD
Level 6/140, Creek Street,
Brisbane, QLD 4000

VIC
Level 19, 114 William Street
Melbourne, VIC 3000

C5, Level 1, 2 Main St.,
Point Cook, VIC 3030

WA
Level 25,
108 St Georges Terrace
Perth WA 6000

Documents collected

We collected the following documents at Settlement and will attend to Registration of them:

1. Form 1 Transfer
2. Form 24 Property Information; and
3. Release of Mortgage no. 712816494.

We will provide you with a Registration Confirmation Statement for your records once we have received same from the Land Registry. The registration of the Transfer can take up to 30 days to be completed.

Authorities

At Settlement, Council Rates and Water Rates were adjusted on the basis set out in the Settlement Statement.

Once the Transfer is registered on the Land Register, the Land Registry will notify the Council and Water Authority of the change of name. All future rates notice and water bills for the Property should issue to you in due course. If you have not received these by the expiry of the normal billing period, then please contact our office urgently.

Insurance

The Property is now at your risk and, if you have not already done so, you should ensure that you have adequate insurances in place.

Trust Account

If there are surplus funds held in our Trust Account after Settlement, we will arrange for same to be returned as soon as possible as per your Trust Account Authority.

Closing and Archiving your Matter

As Settlement has occurred, your matter will now be closed and archived no later than 6 weeks from now. If you have any queries or require any documents to be produced from your matter, please contact us within 6 weeks' time.

Once the matter has been archived, there will be a \$35 fee charged and payable by you prior to any document production. This is the cost for our time in accessing your file from Archive to recover whatever information you may request from us.

Future Contact with us

We thank you again for engaging our services in relation to your Purchase. It has been an absolute pleasure and a privilege to be able to assist you. We hope that you have been satisfied with our services.

If you would like to engage us again in the future in relation to your next venture, please contact me directly at b.englehart@thinkconveyancing.com.au or our Sales Team at cs@thinkconveyancing.com.au.

We thank you again for engaging our firm in relation to your above purchase and hope to hear from you again in the future.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Englehart". The signature is written in a cursive, flowing style with a large initial "E".

Brooke Englehart
Trainee Paralegal

SETTLEMENT STATEMENT

VENDOR Simon Blackmore
PURCHASER Kenneth Clifford and Wendy Clifford
FILE OWNER Brooke Englehart (Think)
MATTER REFERENCE QLD-KF-BE-CLI06-11392
PROPERTY 4/24 Moreton Parade, Kings Beach QLD 4551
SETTLEMENT DATE 06/08/2018
SETTLEMENT TIME 2:00pm
SETTLEMENT PLACE East Coast Settlements
ADJUSTMENT DATE 06/08/2018

	Payable by Purchaser	Payable by Vendor
MORTGAGE DISCHARGE		
Vendor allows		\$187.00

MUNICIPAL RATES

\$998.32 treated as paid for 1 July 2018 to 31 December 2018
Purchaser allows 147 days

\$797.57

RATES CREDIT

\$139.18

BODY CORPORATE

\$2,109.38 treated as unpaid for 1 June 2018 to 30 November 2018
Vendor allows 67 days

\$772.29

LESS BANK CHEQUE FEES @ \$10 EACH

\$30.00

Total Purchaser allowances

\$936.75

Total Vendor allowances

\$989.29

LESS AMOUNT PAYABLE BY PURCHASER

\$52.54

SETTLEMENT FIGURES

PURCHASE PRICE	\$322,500.00
LESS DEPOSIT	\$15,000.00
BALANCE OF PURCHASE PRICE	\$307,500.00
LESS AMOUNT PAYABLE BY PURCHASER	\$52.54
BALANCE DUE ON SETTLEMENT	\$307,447.46

CHEQUES

Unitywater	\$178.52
Bill Lyons Solicitors	\$930.00
City & Suburban	\$63.00
Suncorp-Metway Ltd	\$306,305.94

As directed by the Vendor

\$0.00

TOTAL

\$307,477.46

ADDITIONAL CHEQUES REQUIRED FROM YOU

National Legal Services Pty Ltd	\$1,836.84
Commissioner of State Revenue	\$9,712.50
DNRM	\$899.00

TOTAL	\$319,895.80
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05 July 2018

By Email: cliffboy@bigpond.net.au

Our Ref.: QLD-KF-BE-CL106-11392

Kenneth Clifford and Wendy Clifford as Trustees
for the Ken Clifford Superannuation Fund

Contact
Brooke Englehart | **Trainee Paralegal**
Phone: 07 54518713 |
Fax: 07 3088 6301 | Email:
11392@thinkconveyancing.com.au

Dear Sir/Madam,

**Re: Kenneth Clifford and Wendy Clifford as Trustees for the Ken Clifford
Superannuation Fund from Blackmore**
Property: Unit 4, 24 Moreton Parade, Kings Beach QLD 4551

Thank you for engaging our firm in relation to your above purchase.

This letter sets out the matters which our office considers important to draw to your attention to. Therefore, please take the time to read this letter and the enclosures carefully. If any of the information given to you is unclear, please contact us.

I will have the day to day conduct of your matter. Please contact me directly with any queries.

If you have any queries or concerns that you believe requires urgent escalation, please contact our Practice Manager **Jackie Blackwell** by emailing her at j.blackwell@thinkconveyancing.com.au or call her on 07 3128 0635.

1. DOCUMENTS ATTACHED TO THIS LETTER

IMPORTANT

We confirm we are in possession of a copy of the Contract for your property. If you have not received a copy of the Contract yourself please advise our office immediately. Below we have provided general advice regarding aspects of your Contract that you should be aware of. We recommend that you review the Contract in full yourself and advise us if you have any queries or concerns as there may be aspects of this Contract that may be important to your particular circumstances. Your active participation in this matter is important to ensure we can effectively protect your interests.

We enclose the following for your information:

- (a) Buyers To-Do List;
- (b) Title Search; and
- (c) Plan Image Search.

For you to complete and return to our office as soon as possible:

- (a) Buyer Searches List (if you require additional searches);
- (b) Buyer's Questionnaire;
- (c) Undertake a Verification of Identity (VOI) check with ZIP ID;
- (d) Standing Instructions;
- (e) Trust Account Authority;
- (f) Costs Agreement; and
- (g) Stamp Duty Forms.

2. CRITICAL DATES

Time is of the essence in your Contract. This means that failure to meet the deadlines set out in the following table could have serious legal and financial consequences for you. For example, the Seller may, in some circumstances, be entitled to terminate the Contract, keep your Deposit and claim compensation from you.

It is important that you inform us as soon as possible if you are unable to comply with any dates under the contract or will be away during the course of your file.

We have calculated the following important dates. If you do not agree with our calculations, please let us know.

We suggest you diarise these dates as it is your responsibility to take action where noted below.

Item	Due Date	Information regarding the Dates
Contract Date	30/06/2018	This is the date that the parties are considered to have entered into the Contract and the date that many of the relevant dates under the Contract will be calculated based on.
Deposit Due Date Initial Deposit: \$15,000.00 Balance Deposit:	02/07/2018	<p>You must pay the deposit directly to the Deposit Holder under the contract. Failure to do this on time may put you in breach of Contract and provide the Seller with the rights to terminate the contract, claim the full deposit and claim compensation from you.</p> <p>If you have not already paid any instalments of the Deposit that are due, inform our office immediately and urgently provide payment to the Deposit Holder as soon as possible.</p>
Expiry of Cooling Off Period	06/07/2018	<p>The cooling off period expires at 5.00pm on the fifth business day after you (or our office) receive a copy of the signed contract.</p> <p>You are entitled to terminate during the cooling off period for any reason whatsoever but if you do, the Seller may deduct the termination penalty of 0.25% of the Purchase Price from the Deposit.</p> <p>If you decide to terminate under cooling off, please give us written instructions to terminate before 12.00pm on the due date to allow sufficient time for us to give notice.</p>
Building and Pest Date	09/07/2018	<p>You must, before this date, arrange a building and pest inspection with a Queensland Building and Construction Commission licenced inspector, confirm whether the results are satisfactory and if results are not satisfactory, whether you wish to terminate or proceed with the Contract.</p> <p>It may be possible to negotiate a price reduction with the Seller, or works to be conducted before settlement, if your report is unsatisfactory and you do not wish to terminate the Contract. Under the Contract you are required to act reasonably when terminating under the building and pest inspection clause which means that you will not be able to validly terminate for minor issues with the report.</p>

		<p>Please give us written instructions before 12.00pm on the due date to allow sufficient time for us to give notice.</p>
Finance Date		<p>We note that the Contract is NOT subject to you obtaining satisfactory finance approval for the funds required to complete this Contract. It is very important that you are able to settle the Contract on the settlement date which will require you pay the full purchase price on the Settlement date. You currently do not have rights under this Contract to terminate for being unable to obtain finance approval and therefore you will need to make sure you have all funds available to complete this Contract at settlement.</p> <p>We strongly recommend that if you require finance approval, or require the Contract to be conditional on you obtaining the funds for this purchase, that you contact our office to discuss your options urgently. If you are not in a position to effect settlement on the settlement date you may go into breach of contract which would give the Seller rights to terminate the contract, claim your full deposit and sue you for damages.</p>
Pool Safety Date		<p>If there is a pool on the property and a pool safety/compliance certificate has not issued for the pool, then the Contract may be subject to a Pool Safety Inspection. If the Contract is subject to a Pool Safety Inspection you must arrange a Pool Safety Inspector to inspect the property and may terminate under this clause if a Pool Safety or compliance certificate may not be obtained.</p> <p>If the Contract is subject to a Pool Safety Inspection it is important that you give us written instructions before 12.00 pm on the due date to allow sufficient time for us to give notice under this Clause.</p>
Date for Payment of Transfer Duty	06/08/2018	<p>Please allow for sufficient funds available at Settlement for Transfer Duty to be drawn from the Settlement Funds. Further information regarding Transfer Duty is provided in Item 5 of this letter. We note that if you are a foreign person (including company or trust) acquiring property then an additional duty of 3% of the purchase price will apply.</p>
Settlement Date	06/08/2018	<p>We will arrange Settlement on your behalf. However please ensure that you:</p> <ul style="list-style-type: none"> • do everything we or your financier (if applicable) requires you to do in preparation for Settlement; and • provide any additional funds required for Settlement in the form of bank cheques or cleared funds in your nominated offset account with the bank (if applicable) or our Trust Account. •
Special Condition Dates		<p>We note that your Contract is not subject to any Special Conditions. If you believe this is incorrect, please contact us immediately.</p>

3. WHAT DO YOU NEED TO DO NOW?

(a) Insurance

The Property will be at your risk from 5:00pm on the first Business Day after the Contract Date. We therefore recommend that you arrange the appropriate insurance cover immediately so that it is in place from when the Property is at your risk. We recommend you obtain insurance advice regarding your needs for insurance and the amount of cover required for the property. It is important that the cover obtained covers the value for replacement of all buildings and improvements on the land and public liability cover for the land.

Body Corporate properties will sometimes cover Building and Public Liability insurance for all buildings in the property. It is important that you consider if the amount of the cover and scope of the cover in these circumstances will be sufficient to cover your liability under the contract. You will likely still need to take out insurance for any fixtures or improvements on the property not covered by the Body Corporate insurance.

We are unable to provide you with insurance advice and it is important that you satisfy yourself in relation to the insurance cover you obtain or you obtain specialist advice regarding this.

(b) Insurance over the Title of the Property – Highly Recommended

As you are purchasing a property you may want to consider obtaining Title Insurance to protect yourself against legal risks that can threaten the ownership of your property, or your right to occupy and use your land (e.g. illegal building works, boundary issues, fraud and forgery against your title, unpaid rates and taxes, unregistered rights of way and easements, adverse possession and zoning non-compliance) after settlement.

Whilst we can identify certain risks during the conveyancing process through the Sellers Disclosure or searches conducted on the property, we cannot ascertain matters that the Seller may choose to withhold or that may remain undiscovered during this process. Not all potential risks against the property may be discovered without the Seller disclosing these matters or without conducting additional searches, and if discovered not all issues can be easily avoided during the conveyance.

Please refer to the following website to calculate the cost of this policy and obtain further information about the scope of cover: <http://www.firsttitle.com.au/conveyancers-solicitors/premium-calculator>

We can arrange for a Title Insurance to be drawn for you to purchase as a part of the conveyance process. Please advise and confirm if you want to purchase this policy.

(c) Buyer To-Do List

Please read the Buyer To-Do List and action all relevant tasks. If you do not, you may not be able to complete the Contract on time and the Seller might terminate the Contract, delay Settlement or claim compensation from you.

(d) Buyer Searches List

Please read the Buyer Searches list and the corresponding potential rights of termination and compensation for each search. It is important that you instruct us as soon as possible if there are any additional searches you will require.

We confirm that the searches we will conduct on this file as standard are:

- Title Search
- Day of Settlement Title Search
- Survey Plan Search
- Land Tax Search
- Council Rates Search
- Special Water Meter Read
- Body Corporate Information Statement (if applicable)
- ASIC Company Search (if applicable)

(e) Verification of Identity (VOI) Report

All Purchasers, their Directors / Representatives / Power of Attorney who give instructions on behalf of the Purchasers need to get their Identity Documents verified to prevent fraudulent transactions. To do this you can complete a Verification of Identity (VOI) Check prior to any dealings being lodged at the Land Registry. This VOI Check will be produced to our office and kept on file for no less than 2 years after Settlement for auditing purposes.

Please contact **ZIP ID** to perform the VOI Check for you (\$49.00 per report) by appointment. They will send a courier to your nominated location at the nominated time to perform the check within the next **7 days**. Once complete, ZIP ID will send directly to us the results of the report. You will need sufficient ID as per our Identity Requirements table when conducting this verification.

IMPORTANT

If any of your Identity Documents do not include your **FULL NAME** as you require it reflected on Title then you **MUST** contact our office **BEFORE** conducting the VOI so we can make sure all required documents are available for the VOI.

Please note that ZIP ID may not service certain areas (e.g.: rural areas) so please check with them when making the appointment. Please contact us if ZIP ID do not provide the service in your area.

(f) General

Please help us by giving clear instructions and let us know as soon as possible if you have any concerns in relation to your matter.

IMPORTANT

Please let us know if your contact phone number, email or address changes, or you will be uncontactable at any point during the conveyance.

4. SEARCHES AND SELLER'S DISCLOSURE

The Seller has obligations to disclose certain information and notices about the Property. If you have received (or receive at any stage) any documentation or information from the Seller, Agent or Body Corporate, please provide the same to us as soon as possible.

It is important that we carry out searches to check that the Seller has met its disclosure obligations, that warranties in the Contract are correct and to obtain the information required to assist you in your conveyance.

Some search results may give rise to a right to terminate the Contract or claim compensation from the Seller. Other search results may reveal whether the Property is potentially adversely affected in some way or whether there are restrictions on your potential to use and enjoyment of the Property.

We have conducted the initial searches as per our engagement and will carry out further searches during the course of the conveyance.

(a) Result of Initial Searches

We have conducted the following initial searches:

(i) Title Search

This search confirms:

- That the Seller is the registered owner of the Property;
- The title details in the Contract match the search results; and
- Any encumbrances and/or other interests registered on the title to the lot.

Any mortgages registered on the Property will be the responsibility of the Seller to organise a Release of Mortgage for at or before Settlement Date.

(ii) Registered Plan Search

We enclose a copy of the Plan for your attention. We note you are purchasing Lot 4 on BUP4879. If the Plan does not reflect the Property you are purchasing, please contact us immediately.

You should satisfy yourself of the following:

1. The plan correctly identifies the location of the lot;
2. The plan correctly identifies the size of the lot;
3. The plan correctly identifies the boundaries of the lot;
4. That the access ways to the property are as you inspected the property and do not pass through any other property unless indicated on the plan; and
5. That there are no unexpected easements on the property.

If any aspects of the land, boundaries, access or any improvements are a concern to you please contact us to discuss. We would recommend that you consider engaging a surveyor to do a survey to establish the exact boundaries of the Property.

Please note that we do not conduct a physical inspection of the property and require you to satisfy yourself in relation to property.

(b) What other searches should be obtained?

We have set out a list of optional searches (Buyer Searches List).

If you have any particular concern about this Property, then you should discuss this with us so that we can determine whether additional optional searches are required.

Please note that the cost of the searches are passed to you as a form of disbursement.

IMPORTANT

Please complete and return the Buyer Questionnaire by no later than 7 days after the date of this letter. If we do not receive the completed Buyer Questionnaire listing what additional searches you require, we will not undertake any additional optional searches.

(c) When should we carry out searches?

We recommend that the searches be ordered at the time shown in the Buyers Searches List which may be prior to satisfaction of the Building and Pest Inspection and Finance Dates under the Contract. Although there is a risk that the cost of the searches will be wasted if the Contract does not proceed, the searches ought to be ordered as suggested to ensure search results are available prior to Settlement.

(d) What if there are issues with the search results?

We will contact you if the search results reveal any issues and provide you with a copy of all search results received prior to settlement.

Please note that you may not be able to terminate the Contract for all adverse search results. For example, often discoveries of unapproved structures, flood levels, noise corridors or restrictions or limits on the use of waterfront or beachfront property may not give you a right of termination or a right of compensation from the Seller. We have noted searches in the Buyer Searches List which do not necessarily give rise to termination or compensation rights under the Contract.

You may decide not to exercise rights that may arise from search results. In making that decision you should consider the impact these search results may have on any later attempt to sell the Property including the risk that some issues ought to be disclosed prior to your sale and the risk that, if not disclosed, a later buyer may discover these issues and choose to exercise rights against you (including termination or compensation). Please let us know if you would like further advice on this matter.

(e) Pool Safety

We note that the Contract states that there is a pool on the Property and a Pool Safety Certificate has been provided. Please ensure that the Pool Safety Certificate is renewed upon its expiry. If this information is incorrect and you have not been provided with a Pool Safety Certificate, please contact our Office to discuss.

(f) Tenancy

We note that a tenancy has been listed on the Contract. Accordingly, the Seller is not obligated to provide vacant possession to you at settlement. Please inform us if you will be using a managing agent to manage the tenancy on the property after settlement so we can ensure that the Tenancy Documents are transferred accordingly

5. TRANSFER DUTY AND REGISTRATION FEES

(a) Transfer Duty

Transfer Duty is a state tax which is payable on your Contract. Transfer Duty must be paid and the Transfer stamped by the earlier of:

- 30 days from when the Contract becomes unconditional; or
- Settlement.

Our calculation of the date for payment of Duty is **06 August 2018**. Late payment penalties apply if the Contract is not stamped on time.

We estimate the amount of Transfer Duty to be **\$9,712.50** based on the assumption that you are purchasing this Property as an Investment and no Transfer Duty Concession can be claimed.

From the information you have provided to our office it appears that you may not be eligible for a concession for Transfer Duty. If this information is not correct, please contact our office immediately to discuss. We will need you to complete a Form D2.2 to allow us to process the

Transfer Duty Transaction. We have enclosed this Form with this letter. If you have any queries regarding this, please contact our office.

IMPORTANT

Before we are able to lodge your Transfer Duty Transaction for your Contract we will need you to complete the relevant Transfer Duty Forms and return them to our office. If we do not receive the Forms by the Transfer Duty due date interest may accrue on the amount of Duty payable and we will need to obtain additional funds from you to pay for the interest accrued.

Some Transfer Duty Forms require your signature to be witnessed by a qualified witness (eg. **Commissioner for Declarations, Justice of the Peace or Solicitor**) and if the Form is not correctly witnessed we will need you to provide correctly witnessed forms before we can submit your Transfer Duty Transaction.

We note that if you are a foreign person (including company or trust) acquiring property then an additional duty of 3% of the purchase price will apply.

If you are purchasing the Property as an undisclosed Trustee or on behalf of another entity, please let us know as there may be further documentation required to register your interests.

(b) Registration Fees

If you are purchasing with finance, your financier will lodge the Transfer for registration along with any releases of the Seller's mortgage, the mortgage you grant in favour of the financier and any other title documents. The financier will either seek payment of these fees from you directly or charge it to your loan account.

You should follow up with your bank one month after Settlement to ensure that the Transfer has been registered. It is not part of our agreed scope of work to send reminders about this issue or monitor it. It will be critical to your ownership of the Property to ensure your financier attends to the registration process.

If you are purchasing without finance then you will need to factor in the cost of the lodgement fees with the Land Registry. Based on the purchase price on the Contract we estimate that the lodgement cost for the Transfer would be \$712.00. This cost will be included in our settlement statement and a cheque drawn at settlement so registration of the Transfer may occur as soon as possible after settlement. There will also be an additional professional fee of \$150.00 to lodge the Transfer and any associated documents.

The completion of lodgement can take up to 30 days to be complete. We will provide you with the Registration Confirmation Statement for your records once complete.

6. SETTLEMENT DATE

Settlement is due to be effected on 06 August 2018 in Sunshine Coast. We will attend Settlement on your behalf and advise once Settlement has been effected.

GST Withholding

If a property transaction is considered a taxable supply then the Australian Taxation Office (ATO) will require the GST payable on the transaction to be paid directly to the ATO at settlement. We will organise for the required amounts to be withheld at settlement and obtain the relevant documents provided by ATO for this if required. As long as the purchase price includes GST then this requirement will not affect the price paid under the Contract. If you have any queries regarding the application of this process then please contact our office to discuss.

It is beyond the scope of our retainer to provide advice in relation to taxation matters. If you have any queries regarding whether GST should be payable on this transaction, whether the withholding amount has to be withheld, what the amount being withheld should be or any other taxation matters

we would recommend that you contact a Taxation Lawyer, an accountant or your financial adviser in respect of this.

7. INVOICE

We have enclosed an invoice for the part payment of our fees in accordance with our engagement terms. Payment of this invoice is due in the next 7 days. Please advise our office if you have any queries regarding this.

It is important that you make sure you quote a reference when attending to payment of our fees. The reference you should use for this matter is **QLD-KF-BE-CLI06-11392**. We also have a 'Pay Now' button on our invoice you can use to pay your fees by credit card.

If you have any queries about any of the matters raised in this letter, please do not hesitate to contact our office.

Yours faithfully,

A handwritten signature in black ink, appearing to read 'Englehart', written in a cursive style.

Brooke Englehart
Trainee Paralegal

Please post documents to: Think Conveyancing, PO Box 1859, Sunshine Plaza QLD 4558

SETTLEMENT STATEMENT

VENDOR Simon Blackmore
PURCHASER Kenneth Clifford and Wendy Clifford
FILE OWNER Brooke Englehart (Think)
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TOTAL	\$319,895.80
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© Prepared by ThinkConveyancing.com.au®

Think conveyance (deposit) original payout.
Bank fees.

349.33

40.00

320,285.13
