

DUNSBOROUGH SETTLEMENTS

12 November 2021

Our ref: 2021/0759 LR

M J & G Valmadre
Valmadre Property Pty Ltd
PO BOX 1354
DUNSBOROUGH WA 6281

Dear Michael & Georgina

RE: PURCHASE OF UNIT 3, 16 GRIFFIN DRIVE DUNSBOROUGH

It is with pleasure we inform you the settlement of the above property was effected on 9 November 2021.

Please find enclosed for your records:

- Final statement;
- Duty endorsed Contract for Sale of Land;

The Water Corporation Rates have been paid to 31 December 2021 and City of Busselton Rates have been paid to 30 June 2022. Strata Insurance has not been required to be adjusted.

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

Yours faithfully

DUNSBOROUGH SETTLEMENTS

LEANNE RHODES

Licensed Settlement Agent

leanne@dunboroughsettlements.com.au

DUNSBOROUGH SETTLEMENTS

9 November 2021

Our ref: 2021/0759 LR

FINAL STATEMENT

PURCHASE OF UNIT 3, 16 GRIFFIN DRIVE DUNSBOROUGH VALMADRE PROPERTY PTY LTD

	Debit	Credit
Purchase Price	450,000.00	
Deposit Paid		20,000.00
Transfer Duty on the Contract (General)	17,290.00	
Costs & Disbursements (see attached Tax Invoice)	1,656.27	
Mortgage Loan/funds from Liberty Finance		220,375.20
Contribution paid by you prior to settlement		230,586.27
Monies from Seller for Landgate Registration Fee paid by your bank on Seller behalf		181.30
ADJUSTMENT OF RATES/TAXES AS AT 09-11-2021		
Water Corp 01-11-2021 to 31-12-2021 Rates \$303.82 Your share 52/ 61 days \$258.99 Balance due	258.99	
City of Busselton 2021/2022 Rates \$3,035.15 Your share 233 days \$1,937.51 Balance due	1,937.51	
Land Tax 2021/2022 Nil Adjustment		
Strata Insurance Nil Adjustment		
Nil Balance Due by you		
E & O E	<u>\$471,142.77</u>	<u>\$471,142.77</u>

DUNSBOROUGH SETTLEMENTS

9 November 2021

Our ref: 2021/0759 LR

M J & G Valmadre
Valmadre Property Pty Ltd
PO BOX 1354
DUNSBOROUGH WA 6281

TAX INVOICE (ABN: 38917697623)

PURCHASE OF UNIT 3, 16 GRIFFIN DRIVE DUNSBOROUGH VALMADRE PROPERTY PTY LTD

Description	Price	GST	Total
Our Professional Fee	800.00	80.00	880.00
PEXA Electronic Workspace Fee	107.20	10.72	117.92
Privacy & Compliance Fee	20.00	2.00	22.00
Government, Statutory & Other Charges			
Landgate Registration of the Transfer	271.30	0.00	271.30
Landgate Enquiry Processing Fee	28.00	2.80	30.80
Water Corporation Rate Enquiry Fee	30.71	3.07	33.78
Landgate Title Document Search Fee	108.80	10.88	119.68
Company Search	9.00	0.90	9.90
Council Rate Enquiry Fee	105.00	10.50	115.50
Land Tax Enquiry Fee	50.35	5.04	55.39
<hr/>			
Service Amount	\$1,530.36	\$125.91	\$1,656.27
TOTAL INCLUDING GST \$1,656.27			



Certificate of Duty

Transfer - General Rate

Taxation Administration Act 2003
Section 49, Special Tax Return Arrangement

Certificate Number:	1036834720	Certificate Issue Date:	27-10-2021
Bundle ID	212984904	Client Reference:	2021/0759
Transaction Date:	05-09-2021		
Dutiable Value:	\$450,000.00		
Transfer Duty:	\$17,290.00		
Penalty Tax:	\$0.00		

Dutiable Transaction: Agreement To Transfer Dutiable Property

Description of Property

Land in WA: Lot 3, Strata 48498 Volume/Folio: 2622/528

Seller(s) / Transferor(s): ALLAN, SHELLEY MERELYN

Buyer(s) / Transferee(s): VALMADRE PROPERTY PTY LTD

contract for sale of land or strata title by offer and acceptance (commercial)



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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 signs the Contract
WARNING - If the Buyer is not an Australian Citizen or Permanent Resident or a New Zealand Citizen then FIRB approval (and a special condition to this Contract) may be required.
WARNING - If the Purchase Price is \$750,000 or more, Withholding Tax **may** apply to this Contract (see 2018 General Condition 3.7).
WARNING - If GST is relevant to this transaction then the relevant GST provision should be outlined in the Special Conditions or an attached GST Annexure.

To: **JHY Realty**

Street: **Shop 5, 42-48 Dunn Bay Road**

Suburb: **Dunsborough** State: **WA** Postcode: **6281**

ABN: **89136421148** Email: **lee@jhyrealty.com.au**

Phone: **97591300** Mobile: **0438867737** Fax: **9759 1311**

As Agent for the Seller / Buyer

THE BUYER

Name: **Valmadre Property Pty Ltd - ACN 649 555 564**

Address: **254 Sheoak Drive, Yallingup, WA, 6282**

EMAIL: The Buyer consents to Notices being served at: **mike@valmadre.net.au**

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:
 Address: **3/16 Griffin Drive**

Suburb: **Dunsborough** State: **WA** Postcode: **6281**

Lot **3** Deposited/Survey/Strata/Diagram/Plan **48498** Whole / Part Vol **2622** Folio **528**

A deposit of \$ **20,000** of which \$ **Nil** is paid now and \$ **20,000** to be paid within **7** days of acceptance to be held by **JHY Realty** ("the Deposit Holder"). The balance of the Purchase Price to be paid on the Settlement Date.

Purchase Price **\$450,000**

Settlement Date **4/11/2021**

Property Chattels including **Basic office fit out to front offices, balustrade to mezzanine as inspected.**

GST

GST is **APPLICABLE** to this Contract. See Special Conditions or attached GST Annexure (which forms part of this Contract) OR GST is **NOT** applicable to this Contract

FINANCE CLAUSE IS APPLICABLE

LENDER **Coast Finance Group**
 (NB. If blank, can be any Lender)

LATEST TIME: 4pm on: **10/9/2021**

AMOUNT OF LOAN: **50% of the purchase price**

SIGNATURE OF BUYER
X [Signature] *X [Signature]*

FINANCE CLAUSE IS NOT APPLICABLE

Signature of the Buyer if Finance Clause IS NOT applicable

SPECIAL CONDITIONS

1. The buyers are aware the property is leased at the rate of \$15,600 p/a expiring on 21/08/2022, with 3 further 12 month options starting on 21/08/2022, 21/08/2023, & 21/08/2024. The buyers have received a full copy of the lease and agree with the terms and conditions.

2. Annexure A (RCD's & Smoke Detectors) is attached and forms part of this contract.

3. Annexure B is attached and forms part of this contract.

X1 *[Signature]* X2 *[Signature]*

X1 *[Signature]* X2 *[Signature]*

contract for sale of land or strata title by offer and acceptance (commercial)



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CONDITIONS

1. SUBJECT TO FINANCE

If the Buyer signs the "Finance Clause is not Applicable" box in the Schedule, or if no information is completed in the "Finance Clause is 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 a Finance Application to the Lender using, if required by the Lender, the Property as security; and
 - (2) use all best endeavours in good faith to obtain Finance Approval.
- (b) 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 the Finance Application 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 or the Finance Application has been rejected; 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) 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 this 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 or a Non 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:
- (1) advise the Seller or Seller Agent of 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, advise the Seller or Seller Agent of 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 Clause 1.6(a).

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 2018 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. The parties consent to the information in this Contract being used/disclosed by REIWA and the Seller Agent in accordance with the privacy collection notices pursuant to the Australian Privacy Principles that appear on the REIWA and Seller Agent's websites.

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 2018 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:
 - (i) 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 4pm on the day falling 15 Business Days after the Contract Date.

Lender means:

- (a) the lender nominated in the Schedule; or
- (b) if no lender is nominated in the Schedule, any bank, building society, credit union or other institution which makes loans and in each case carries on business in 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 the Finance Application has been rejected or Finance Approval has not been obtained.

BUYER [If a corporation, then the Buyer executes this Contract pursuant to the Corporations Act.]

Signature <i>[Signature]</i>	Date 4/9/21	Signature	Date
Signature <i>[Signature]</i>	Date 4/9/21	Signature	Date

THE SELLER ACCEPTS the Buyer's offer

Name: Shelley Merelyn Allan

Address: 11 Callitris Crescent, Broadwater, WA, 6280

EMAIL: The Seller consents to Notices being served at:

[If a corporation, then the Seller executes this Contract pursuant to the Corporations Act.]

Signature <i>[Signature]</i>	Date 5/9/21	Signature	Date
Signature	Date	Signature	Date

RECEIPT OF DOCUMENTS

The Buyer acknowledges receipt of the following documents:

1. This offer and acceptance
2. Strata disclosure & attachments (if strata)
3. 2018 General Conditions
4. Lease Document.

Signature <i>[Signature]</i>	Signature <i>[Signature]</i>
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RECEIPT OF DOCUMENTS

The Seller acknowledges receipt of the following documents:

1. This offer and acceptance
2. 2018 General Conditions
3.

Signature <i>[Signature]</i>	Signature
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CONVEYANCER The Parties appoint their Representative below to act on their behalf and consent to Notices being served on that Representative's email address.

BUYER'S REPRESENTATIVE		SELLER'S REPRESENTATIVE	
Name	<u>Dunborough Settlements</u>		
Signature	<i>[Signature]</i> <i>[Signature]</i>	<i>[Signature]</i>	

state government regulations



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ANNEXURE (A.)

STATE GOVERNMENT REGULATIONS SWIMMING POOL/SPA SMOKE ALARM(S) RCDs

This Annexure forms part of the Contract for the Sale of Land and/or Strata Title for the Property at

316 Griffin Drive, Dunsborough, WA, 6281.

The Seller represents and warrants to the Buyer that at Settlement:

1. Swimming Pool/Spa

- a) the swimming pool/spa mechanical and electrical plant and equipment will be in good working order;
- b) the pool/spa safety barriers will comply with the requirements of all Authorities; and
- c) the Buyer will not be required to undertake any works to the pool/spa safety barriers.

2. Smoke Alarms

- a) the Property will meet the requirements of the deemed-to-satisfy provisions concerning smoke alarms or smoke hazard management under the Building Code applicable at the time of installation; and
- b) each smoke alarm necessary to meet those requirements was installed less than 10 years before the Settlement Date; and
- c) each smoke alarm referred to in paragraph (b) is or will be in working order; and
- d) if a smoke alarm referred to in paragraph (b) was, at the time of its installation, required to be connected to the mains power supply to meet those requirements -
 - (i) the alarm is permanently connected to the mains power supply; or
 - (ii) if, in relation to the alarm, the use of the battery powered smoke alarm has been approved by the local government authority, the alarm has a 10 year battery life that cannot be removed.

3. Residual Current Devices

* Delete either 3(a) or 3(b)

- a) (i) at least two Residual Current Devices (RCDs) are installed to the residential premises.
(ii) the RCDs protect all power point and lighting final subcircuits to comply with the Electricity Regulations 1947 ("the Regulations"); **OR**
- b) the Seller has received an exemption from EnergySafety (see attached). The exemption has been granted because the residential premises do not have a switchboard or the switchboard does not accommodate two RCDs and an inspector (under the Regulations) has provided a written notice that it is impractical to install two RCDs, but the Seller has installed one RCD to the residential premises.
- c) residential premises means premises that constitute or are intended to constitute a place of residence at the Property.

X *[Signature]*

Buyer

X *[Signature]*

Buyer

X *[Signature]*

Seller

Seller

4/9/21

Date

4/9/21

Date

5/9/21

Date

Date

ANNEXURE (B)

ANNEXURE OF CHANGES TO THE 2018 GENERAL CONDITIONS CAUSED BY CHANGES TO THE STRATA TITLES ACT

THE PARTIES AGREE TO VARY THE 2018 GENERAL CONDITIONS IN THE FOLLOWING MANNER:

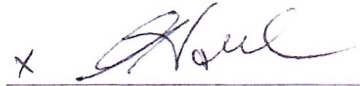
	CONDITION	CHANGES
1	1.3(a), 10.2(c), 10.2(d), 10.2(e), 10.2(f), 10.4(c)	Delete the words "Strata Scheme" and replace with "Strata Titles Scheme"
2	1.3(a), 1.3(b), 10.2(c)(2), 10.2(g), 10.2(i), 10.2(j), 10.7(a), 10.8, 13.6, 13.10(d) and in the definitions of " Strata Scheme " and " Subdivision Plan " in condition 26.1	Delete the words "Strata Plan" and replace with "Scheme Plan"
3	10.2(j)(6)	Replace "47(3)" with "102(6)(b)"
4	10.2(1)	Replace "disclosed in the Strata Regulations Form 28" with "referred to in Section 156 of the Strata Titles Act and"
5	10.2(m)(5)	Replace "33" with "103"
6	10.3(b)	Replace "V" with "10"
7	10.4(c), 10.4(c)(1)(A), 10.4(c)(1)(B), 10.4(c)(2), 10.4(c)(3), 10.4(e)	Replace "47(3)" with "102(6)(b)"
8	10.5	Replace "43" with "107"
9	10.6(a), 10.6(b), 10.6(c), 10.6(d) and 10.6(e)	Replace all instances of the words "Strata Special" with the words "Reserve Fund"
10	13.6	Replace "70(4)" with "163(3)(b)"
11	26.1 Proposed Strata Lot	Replace the words after " Proposed Strata Lot " with "means a Lot shown on a Scheme Plan which on the Contract Date has not been registered at Landgate, the subject of the Contract."
12	26.1 Section 47(3) Strata Notice	Replace " 47(3) " with " 102(6)(b) " and in the last line replace "47(3)" with "102(6)(b)"
13	26.1 Strata Contribution	Replace "(a) a Strata Regular Contribution; and (b) a Strata Special Contribution." with "(a) an Administrative Fund Contribution; and (b) a Reserve Fund Contribution."
14	26.1 Strata Lot	Replace "(as defined in the Strata Titles Act)" with "shown on a Scheme Plan"
15	26.1 Strata Plan	Change the words to " Scheme Plan " and delete the first 3 lines and replace with "means a strata plan or a survey- strata plan (as those terms are defined in the Strata Titles Act) if:"


ANNEXURE OF CHANGES TO THE 2018 GENERAL CONDITIONS CAUSED BY CHANGES TO THE STRATA TITLES ACT

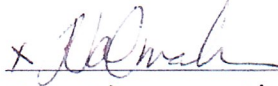
16	26.1 Strata Regular Contribution	"Strata Regular" replace with "Administrative Fund" and replace "36(1)(a)" with "100(1)"
17	26.1 Strata Regulations	Replace "Strata Titles General Regulations 1996" with "Strata Titles (General) Regulations 2019."
18	26.1 Strata Scheme	Replace the first line to be "Strata Titles Scheme means the strata titles scheme as"
19	26.1 Strata Special Contribution	Replace "Strata Special" with "Reserve Fund" and replace "36(2)" with "100(2)"

Buyer

Seller

Signature x 
 Name Michael John Valmadre
 Date 4/9/2021

Signature x7 
 Name SHELLEY MERELIN ALLAN
 Date 4/9/2021

Signature x 
 Name Georgina Valmadre.
 Date 4/9/2021

Signature _____
 Name _____
 Date _____

Signature _____
 Name _____
 Date _____

Signature _____
 Name _____
 Date _____

Signature _____
 Name _____
 Date _____

Signature _____
 Name _____
 Date _____