

MCLEAN, ALBURY & PETER DAMIAN MCLEAN & LEISA JANE ALBURY ATF THE ALBURY
 MCLEAN SUPERANNUATION FUND FROM KANEN
 PROPERTY: 1/11 CLANCYS ROAD, MOUNT EVELYN VIC 3796

BALANCE DUE TO VENDOR:

\$472,321.56

SETTLEMENT PAYMENTS

Yarra Ranges Council	\$1,991.85
State Revenue Office	\$117.35
OC 302971E	\$495.00
Yarra Valley Water	\$287.76
Balance to be advised	\$469,429.60
TOTAL PAYMENTS:	<u><u>\$472,321.56</u></u>

Prepared on: 24 September 2020
 By: Williams & Lay
 Our Ref: LC:20/8799
 E. & O. E.

50% ownership

Cost \$470,000
 + Adv 2 321.56
 + GST 47 000

 \$ 519 321.56

+ Costs 1184.80
 + Fee 114.07
 + Land Titles 1190.00
 + Slduty 26090.00

 \$ 547,900.43

less GST claimed back (47 000)

\$ 500 900.43

- Adv (in P+L) 2 321.56

 498 578.87

$\frac{1}{2} = 273950.21$

(23500)

$\frac{1}{2} = 250450.21$

$\frac{1}{2} = 249280.43$

REC, 6/10/2020

Williams & Lay

STATEMENT OF ACCOUNT

McLean, Albury and Peter Damian McLean & Leisa Jane Albury ATF The Albury McLean
Superannuation Fund Purchase from Kanen
Property: 1/11 Clancys Road, Mount Evelyn

Settlement as at 2 October 2020

To:	Amount due on settlement (as per attached Statement of Adjustments)		\$472,321.56
To:	Our memorandum of costs & disbursements		\$1,184.80
To:	Electronic Settlement Fee		\$114.07
To:	Land Titles Office (registration of Transfer)		\$1,190.00
To:	State Revenue Office (stamp duty on transfer)		\$26,090.00
By:	Amount provided by you to our trust account ending in #3233	\$502,500.00	
		<hr/>	<hr/>
		\$502,500.00	\$500,900.43
		<hr/>	<hr/>



Local (AUD) Teletransfer/RTGS Application
Customer Copy

Outlet
LILYDALE

State/Branch no.
3739

Date
01 October 2020

Reference no.
3739/OPRT/356109

Please issue a Local (AUD) Teletransfer/RTGS as follows:

Amount in words FIVE HUNDRED AND TWO THOUSAND, FIVE HUNDRED DOLLARS *****

***** Currency AUD Amount 502,500.00

Value date 1.000000
502,500.00

NAB's charge 35.00
PAID CASH

Payment instructions ADVISE AND CREDIT ACCOUNT
502,535.00

Beneficiary advice of payment by MAIL

Payment details

Total amount

Beneficiary's

- Account no. 10573232
- Name WILLIAMS A LAY LAWYERS TRUST ACCCOU
- Address LILYDALE CBA

- Bank COMMONWEALTH BANK OF AUSTRALIA
- Branch address LILYDALE
S18 LILYDALE MP 33-45 HUTCHINSON ST
LILYDALE, VIC, 3140

Message

REF:208799
PURPOSE: PROPERTY SETTLEMENT ON
FACTORY1, 11 CLANCY ROAD MT EVELYN

Teller's initials & stamp

Applicant

LEISA JANE ALBURY
15 MCKILLOP RD
MOUNT EVELYN 3796
AUSTRALIA

Terms and Conditions

Please do not sign this form until you have read and understood the terms and conditions on RTGS Application Customer Copy.

Payment instructions

Please ensure that all details are correct, as NAB cannot check that the Beneficiary's account name matches the BSB or Account Number. Incorrect details may result in loss of funds.

Applicant to complete one of the following: Cash/Cheque is tendered for payment. I/We authorise NAB to debit my/our account.

Authorised signature/s (Authorisation must be signed in accordance with authorities held by NAB)

GST TAX INVOICE
A.B.N 87120641437
7 Meadow Court Wandin North 3139

1 September 2020

Mr P McLean and Ms L Albury
15 McKillop Road
MT EVELYN VIC 3796

Purchase price:	\$470,000.00
GST	\$47,000.00
Total	517,000.00


.....
John William Kanen

Vendor Statement

The vendor makes this statement in respect of the land in accordance with section 32 of the Sale of Land Act 1962.

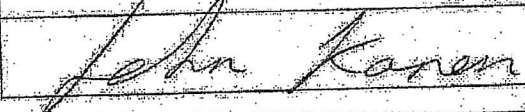
This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.



The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

Land	Unit 2 (Factory 1)/11 Clancys Road, Mount Evelyn 3796
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
Vendor's name	John William Kanon	Date	17/8/2020
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Vendor's signature	
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Purchaser's name	PETER DAMIAN MCGEAN & LISA JANE AUBRY	Date	31/8/20
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Purchaser's signature	 
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Purchaser's name	THE TRUSTEE FOR THE AUBRY MCGEAN SUPERANNUATION FUND	Date	31/8/20
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Purchaser's signature	 
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CONTRACT OF SALE OF REAL ESTATE

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Property Address: ... Unit 2 (Factory 1)/11 Clancys Road , Mount Evelyn 3796

The vendor agrees to sell and the purchaser agrees to buy the property, being the land and the goods, for the price and on the terms set out in this contract.

The terms of this contract are contained in the:

- Particulars of sale; and
- Special conditions, if any; and
- General conditions.

In that order of priority.

IMPORTANT NOTICE TO PURHASERS	
Cooling-off period (Section 31 Sale of Land Act 1962) You may end this contract within 3 clear business days of the day that you sign the contract if none of the exceptions listed below applies to you. You must either give the vendor or the vendor's agent written notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision. You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.	EXCEPTIONS the 3-day cooling-off period does not apply if: <ul style="list-style-type: none">• You bought the property at or within 3 clear business days before or after a publicly advertised auction; or• The property is used primarily for industrial or commercial purposes; or• The property is more than 20 hectares in size and is used primarily for farming; or• You and the vendor previously signed a contract for the sale of the same land in substantially the same terms; or• You are an estate agent or a corporate body

NOTICE TO PURCHASER OF PROPERTY 'OFF THE PLAN'
You are notified under section 9AA(1A) of the Sale of Land Act 1962, that: <ul style="list-style-type: none">• You may negotiate with the vendor about the <u>amount of deposit moneys</u> payable under the contract of sale, up to 10% of the purchase price.• A <u>substantial period of time</u> may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.• The <u>value of the lot</u> may change between the day on which you sign this contract of sale and the day on which you become the registered proprietor.

WARNING: THIS IS A LEGALLY BINDING AGREEMENT. YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT

Purchasers should ensure that, prior to signing this contract; they have received a copy of the Section 32 Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** that is in accordance with Division 2 of Part II of that Act; and a copy of the full terms of this contract.

The authority of a person signing:

- under power of attorney; or
- as director of a corporation; or
- as an agent authorised in writing by one of the parties

must be noted beneath the signature.

Any person whose signature is secured by an estate agent acknowledges being given by the agent at the time of signing a copy of the terms of this contract.

SIGNED BY THE PURCHASER  

Print name(s) of person(s) signing: PETER DAMIAN MCLEAN LISA JANE AUBREY on 31/8/2020
& THE AUBREY MCLEAN SUPERANNUATION FUND

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney").....

This offer will lapse unless accepted within [] clear business days (3 business days if none specified).

SIGNED BY THE VENDOR

..... on/...../20.....

Print name of person signing **JOHN WILLIAM KANEN**

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney").....

The **DAY OF SALE** is the date by which both parties have signed this contract.

PARTICULARS OF SALE

Vendor's estate agent

Name:
 Address:
 Email:
 Tel: Mob: Fax: Ref:

Vendor

JOHN WILLIAM KANEN
 7 Meadow Court, Wandin North, VIC 3139

Vendor's legal practitioner or conveyancer

Belmar Conveyancing Services
 Level 1, 159 Main Street, Croydon VIC 3136
 PO Box 142, Bayswater Vic 3153
 Email: belinda@belmarconveyancing.com.au
 Tel: 03 9726 9569 Mob: Fax: 03 9923 6918 Ref: BB:20/1522/KAN

Purchaser

Name: PETER DAMIAN MCGEAN, LESA SANE ALBURY
& THE ALBURY MCGEAN SUPERANNUATION FUND.
 Address: 15 MCKILLOP ROAD, MT EVELYN 3796
 ABN/ACN: 36 276 935 236
 Email: wendy@sheeringbigard.com

Purchaser's legal practitioner or conveyancer

Name: WILLIAMS & LAY
 Address: 13 CASTLEVA ST, LILYDALE 3140
 Email:
 Tel: Mob: Fax: Ref:

PROPERTY ADDRESS

The address of the property is **Unit 2 (Factory 1)/11 Clancys Road , Mount Evelyn 3796**

LAND (General Conditions 3)

The land is –
 Described in the table below –

Certificate of Title reference		being lot	on plan
Volume	10033	Folio 822	2 PS302971E
Volume		Folio	

and described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the Section 32 Statement, if no folio or land description references are recorded in the table above or if the land is general law land.

The land includes all improvements and fixtures.

GOODS SOLD WITH THE LAND

(General Condition 2.2(f))

(List or attach a Schedule)

Nil

PAYMENT

(General Condition 10)

Price	\$	470,000.00	
Deposit	\$	<u>47,0000.00</u>	refer Special Condition 3
Balance	\$	423,000.00	payable at settlement
		=====	

GST (General Condition 13)

The price includes GST (if any) unless the words 'plus GST' appear in this box:

Plus GST

If this is a sale of a 'farming business' or 'going concern' then add the words 'farming business' or 'going concern' in this box:

If the margin scheme will be used to calculate GST then add the words 'margin scheme' in this box:

GST – RESIDENTIAL WITHHOLDING PAYMENT

If the property being sold is *new residential premises* or *potential residential land* and the Vendor is making a taxable supply, then Special Condition 8 applies.

Irrespective of whether or not the property is *new residential premises* or *potential residential land*, the vendor must give the purchaser a Notice pursuant to S.14-555 of Schedule 1 to the **Taxation Administration Act 1953 (Cth)** (see template attached).

GST Withholding Notice (refer Special Condition 15)

Notice to purchaser in relation to a taxable supply of residential premises or potential residential land.

Notice is required to be given by the vendor YES – the Property is residential

NO

Withholding required by Purchaser

YES – amount to be withheld \$ _____

NO – the premises are not new

NO – the premises were created by substantial renovation

NO – the premises are commercial residential premises

NO – the land includes a building used for commercial purposes

NO – the purchaser is registered for GST and acquires the Property for a creditable purpose

NO – there is no taxable supply

SETTLEMENT

(General Condition 10)

Is due on 2 / 19 / 2020

unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the later of:

The above date; or

14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision

MCLEAN, ALBURY & PETER DAMIAN MCLEAN & LEISA JANE ALBURY ATF THE ALBURY
 MCLEAN SUPERANNUATION FUND FROM KANEN
 PROPERTY: 1/11 CLANCYS ROAD, MOUNT EVELYN VIC 3796

STATEMENT OF ADJUSTMENTS

DATE OF ADJUSTMENT: 2/10/2020
 DATE OF SETTLEMENT: 2/10/2020

	VENDOR	PURCHASER
Rates, Charges & Levies		
Yarra Ranges Council - \$2,057.00 Annually		
Paid to 30/06/2021		
Purchaser allows 271 days		\$1,527.25
Drainage		
Yarra Valley Water - \$39.50 Quarterly		
Paid to 31/12/2020		
Purchaser allows 90 days		\$38.64
Parks & Gardens		
Yarra Valley Water - \$79.02 Annually		
Paid to 30/06/2021		
Purchaser allows 271 days		\$58.67
Water Service Charge		
Yarra Valley Water - \$73.01 Quarterly		
Paid to 31/12/2020		
Purchaser allows 90 days		\$71.42
Sewerage Service Charge		
Yarra Valley Water - \$140.41 Quarterly		
Paid to 31/12/2020		
Purchaser allows 90 days		\$137.36
Water Usage Charge		
Yarra Valley Water - From 12/08/2020 to 2/10/2020		
at \$0.41 per day charge		
52 days = \$21.32		
Sewerage Disposal Charge		
From 12/08/2020 to 2/10/2020		
at \$0.26 per day charge		
52 days = \$13.52		
Rates, Charges & Levies		
OC 302971E - \$495.00 Quarterly		
Adjust as Paid to 31/12/2020		
Purchaser allows 90 days		\$488.22
	\$0.00	\$2,321.56
Less Vendor's Proportion		\$0.00
PURCHASER TO PAY VENDOR		\$2,321.56

SETTLEMENT STATEMENT

Purchase Price:	\$470,000.00
Less Deposit Paid:	\$47,000.00
Balance:	\$423,000.00
Plus adjustments:	\$2,321.56
Plus GST on Applicable items:	\$47,000.00