

Our Ref: JRd.cab.26185

14 October 2021

Offices At:  
Warners Bay  
Mayfield  
Belmont

The Manager  
Darby Property Investments Pty Ltd  
13 Duke Street  
PATERSON NSW 2421

**BY EMAIL ONLY: jashtonkiwi@hotmail.com**

Dear Sir/Madam

**RE: DARBY PROPERTY INVESTMENTS PTY LTD SALE TO ASHTON &  
BUTTSWORTH  
PROPERTY: 18 ELCHO STREET, HAMILTON**

We refer to our previous correspondence in relation to your sale.


### **1. Arrangements for Settlement**

We are arranging settlement of your sale to take place on 14 October 2021.

We again remind you that it is not necessary for you to personally attend settlement – we will conduct settlement on your behalf and will telephone you once it has been completed.

### **2. Payments to be made at Settlement – Authority & Direction**

At settlement adjustments will be made for council rates, water rates and estimated water usage.

 We enclose an Authority & Direction that outlines the other amounts proposed to be paid from the proceeds of sale.

We have also included a section for you to complete as to how we are to pay the nett proceeds of sale. Please tick complete the appropriate details.

Provided the Authority & Direction meets with your approval, please sign it where indicated and return it to our office in the enclosed envelope.

### **3. Other Arrangements for Settlement**

#### **(a) Insurance**

We again remind you that you continue to be at risk as to damage to the property until after settlement. Accordingly, it is extremely important that you do not cancel any insurance that you may hold until after settlement.

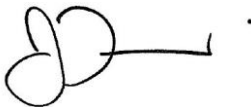
(b) Services and Change of Address

We also remind you that it is your responsibility to ensure that all electricity, gas and telephone (as applicable) connected to the property are no longer registered in your name following settlement. You should ensure that notification of your change of address is given to all other appropriate authorities. Please note that we will notify your local council, local water board and strata manager (if applicable) of the change of ownership.

We will be in further contact to confirm final arrangements for settlement. In the meantime, should you have any further queries, please do not hesitate to contact the writer.

Yours faithfully,

**MASON LAWYERS**

A handwritten signature in black ink, appearing to read 'Jillian Donovan', with a stylized flourish at the end.

Jillian Donovan

*jdonovan@masonlawyers.com.au*

 Enclosures

## SETTLEMENT AS AT 14/10/2021

### ASHTON & BUTTSWORTH PURCHASE FROM DARBY PROPERTY INVESTMENTS PTY LTD ATF FRYER BAY INVESTMENTS PTY LTD PROPERTY: 18 ELCHO STREET, HAMILTON

Sale Price		\$800,000.00
Deposit Paid		\$80,000.00
		<hr/>
Balance Due to Vendor		\$720,000.00
<u>Plus Purchaser Allowances</u>		
Council Rates 1/10/2021 - 31/12/2021		
\$531.00 Treated as Paid - Purchaser allows 78 / 92 days	■	\$450.20
Water Rates 1/07/2021 - 31/10/2021		
\$274.62 Fully Paid - Purchaser allows 17 / 123 days	■	\$37.96
		<hr/>
		\$720,488.16
<u>Less Vendor Allowances</u>		
Water Consumption - last meter reading 7/07/2021		
0.63 kL per day x \$2.5200 per kL - Vendor allows 99 days	■	\$157.17
Vendor allows registration fee on Discharge of Mortgage		\$147.70
		<hr/>
<b>PROCEEDS OF SALE</b>		<b>\$720,183.29</b>

### DISBURSEMENT OF PROCEEDS OF SALE

Mason Lawyers – payment of our Tax Invoice ( 3 copy attached)		\$1,092.89
St George Bank - balance of loan account		\$366,202.18
PEXA – electronic settlement fee		\$117.92
Newcastle City Council – rates for period adjusted	■	\$531.00
Darby Property Investments Pty Ltd ATF Fryer Bay Investments Pty Ltd - nett proceeds of sale		\$352,239.30
<b>TOTAL</b>		<b>\$720,183.29</b>

## AUTHORITY & DIRECTION

To: Mason Lawyers  
280 Maitland Road  
MAYFIELD NSW 2304

RE: **ASHTON & BUTTSWORTH PURCHASE FROM DARBY PROPERTY  
INVESTMENTS PTY LTD ATF FRYER BAY INVESTMENTS PTY LTD  
PROPERTY: 18 ELCHO STREET, HAMILTON**

I/we authorise and direct you to disburse the proceeds of sale calculated in accordance with the attached settlement statement as follows:

	Pay to	Amount
1.	<b>St George Bank</b> – amount required to payout/reduce your home loan/s (Approximate estimate only)	\$366,202.18
2.	<b>Mason Lawyers Newcastle Pty Ltd</b> – payment of Tax Invoice (☐ attached)	\$1,092.89
3.	<b>PEXA Service fees</b> – electronic settlement fee	\$117.92
4.	<b>Newcastle City Council</b> - rates for the period adjusted	\$531.00
5.	<b>Darby Property Investments P/L ATF Fryer Bay Investments Pty Ltd</b> – Nett proceeds of sale (Approximate)	\$352,239.30
6.	<b>Darby Property Investments P/L ATF Fryer Bay Investments Pty Ltd</b> – Deposit paid into Mason Lawyers Trust Account	\$80,000.00
	<b>TOTAL (including Deposit Held by Mason Lawyers)</b>	<b>\$800,183.29</b>

Please pay the nett proceeds of sale to me as follows **(please complete details)**:

☐ **Electronically Deposit** the nett proceeds of sale and deposit into the following bank account

Name of account holder: \_\_\_\_\_  
Bank/Building Society: \_\_\_\_\_  
Account No: \_\_\_\_\_  
BSB No: \_\_\_\_\_

My forwarding address is: \_\_\_\_\_  
\_\_\_\_\_

New contact phone numbers are: \_\_\_\_\_

\_\_\_\_\_  
Signed  
Date:

\_\_\_\_\_  
Signed  
Date:

12 October 2021

Matter No: 26147

Offices At:  
Warners Bay  
Mayfield  
Belmont

The Manager  
Darby Property Investments Pty Ltd  
13 Duke Street  
PATERSON NSW 2421

## TAX INVOICE - ABN 70 634 115 049

**RE: DARBY PROPERTY INVESTMENTS PTY LTD SALE TO ASHTON &  
BUTTSWORTH  
PROPERTY: 18 ELCHO STREET, HAMILTON**

PROFESSIONAL FEES	AMOUNT	GST	GROSS AMT
To our professional costs of acting on your behalf in relation to your sale	\$800.00	\$80.00	\$880.00
<b>DISBURSEMENTS</b>			
Title Search Fees	\$77.80	\$7.77	\$85.57
Electronic Contract	\$22.09	\$2.21	\$24.30
Land Tax Clearance Certificate	\$46.84	\$1.18	\$48.02
Sundries including postage, telephone & photocopying	\$50.00	\$5.00	\$55.00
<b>TOTAL INVOICE:</b>			<b>\$1,092.89</b>

*Tax Invoice includes total GST of \$ 96.16*

With Compliments  
**MASON LAWYERS**

E & O E

### **Proposed Withdrawal of Trust Money**

It is intended to withdraw the above amount from money held in our trust ledger at the expiration of 7 business days from the date this bill was given unless an objection is made.

### **Interest**

Interest will be charged on unpaid legal costs in accordance with the terms of our costs agreement. Should the costs agreement not deal with the charging of interest, we will charge interest on legal costs which remain unpaid 30 days after giving you this bill, in accordance with either clause 110A of the Legal Profession Regulation 2005 or reg 75 of the Legal Profession Uniform General Rules 2015. The rate of interest is the Cash Rate Target specified by the Reserve Bank of Australia as at the date of this bill plus 2 %.

### **Your rights in relation to legal costs**

The following avenues are available to you if you are not happy with this bill:

- You can discuss your concerns with us
- You may request an itemised bill from us after receiving a bill that is not itemised or is partially itemised within 30 days after the date that the costs in that bill become payable.

In the event of a dispute in relation to legal costs you may:

- seek the assistance of the NSW Commissioner;
- have the costs assessed.

A complaint to the NSW Commissioner, in relation to this bill, must be made within the required period of 60 days after the legal costs become payable or if an itemised bill was requested, 30 days after that request was complied with. The NSW Commissioner may waive the time requirement if satisfied that the complaint is made within 4 months after the required period and it is just and fair to deal with the complaint, having regard to the delay and reasons for the delay.

An application for costs assessment must be made within 12 months after:

- (a) the bill was given to you, or the request for payment was made to you, the third party payer or other law practice; or
- (b) the legal costs were paid if neither a bill nor a request was made.

We may give you an interim bill covering part only of the legal services we were retained to provide. Legal costs that are the subject of an interim bill may be assessed either at the time of the interim bill or at the time of the final bill, whether or not the interim bill has previously been assessed or paid.

If this is a lump sum bill and you request an itemised bill, which exceeds the amount specified in this lump sum bill, the additional costs may be recovered from you only if the costs are determined to be payable after a costs assessment or after a binding determination by the NSW Commissioner.