

Auscoast Fire Services Pty Ltd

1/105 Spencer Road
Nerang, QLD, 4211

General Ledger [Detail]

July 2021 To June 2022

ID No.	Src	Date	Memo	Debit	Credit	Job No.	Net Activity	Ending Balance
2-1416			Mackie Super Payable					
Beginning								
EFT	CD	7/07/2021	Pay Haydn Mackie		\$186.92			(\$186.92)
EFT	CD	7/07/2021	Pay Chantelle Mackie		\$126.92			(\$313.84)
EFT	CD	14/07/2021	Pay Haydn Mackie		\$186.93			(\$500.77)
EFT	CD	14/07/2021	Pay Chantelle Mackie		\$126.93			(\$627.70)
EFT	CD	21/07/2021	Pay Haydn Mackie		\$186.92			(\$814.62)
EFT	CD	21/07/2021	Pay Chantelle Mackie		\$126.92			(\$941.54)
EFT	CD	28/07/2021	Pay Haydn Mackie		\$186.92	747.69		(\$1,128.46)
EFT	CD	28/07/2021	Pay Chantelle Mackie		\$126.92	507.69		(\$1,255.38)
EFT	CD	4/08/2021	Pay Haydn Mackie		\$186.92		934.61	(\$1,442.30)
EFT	CD	4/08/2021	Pay Chantelle Mackie		\$126.92		634.61	(\$1,569.22)
EFT	CD	11/08/2021	Pay Haydn Mackie		\$186.93	1121.54		(\$1,756.15)
EFT	CD	11/08/2021	Pay Chantelle Mackie		\$126.93	761.54		(\$1,883.08)
EFT	CD	17/08/2021	Payroll Liabilities Payments	\$1,255.38				(\$627.70)
EFT	CD	18/08/2021	Pay Chantelle Mackie		\$126.92			(\$754.62)
EFT	CD	18/08/2021	Pay Haydn Mackie		\$186.92			(\$941.54)
EFT	CD	25/08/2021	Pay Chantelle Mackie		\$126.92			(\$1,068.46)
EFT	CD	25/08/2021	Pay Haydn Mackie		\$186.92			(\$1,255.38)
EFT	CD	1/09/2021	Pay Haydn Mackie		\$186.92			(\$1,442.30)
EFT	CD	1/09/2021	Pay Chantelle Mackie		\$126.92			(\$1,569.22)
EFT	CD	8/09/2021	Pay Chantelle Mackie		\$126.93			(\$1,696.15)
EFT	CD	8/09/2021	Pay Haydn Mackie		\$186.93			(\$1,883.08)
EFT	CD	15/09/2021	Pay Chantelle Mackie		\$126.92			(\$2,010.00)
EFT	CD	15/09/2021	Pay Haydn Mackie		\$186.92			(\$2,196.92)
EFT	CD	15/09/2021	Payroll Liabilities Payments	\$1,255.38				(\$941.54)
EFT	CD	22/09/2021	Pay Haydn Mackie		\$186.92			(\$1,128.46)
EFT	CD	22/09/2021	Pay Chantelle Mackie		\$126.92			(\$1,255.38)
EFT	CD	29/09/2021	Pay Haydn Mackie		\$186.92			(\$1,442.30)
EFT	CD	29/09/2021	Pay Chantelle Mackie		\$126.92			(\$1,569.22)
EFT	CD	6/10/2021	Pay Chantelle Mackie		\$126.92			(\$1,696.14)
EFT	CD	6/10/2021	Pay Haydn Mackie		\$186.92			(\$1,883.06)
EFT	CD	13/10/2021	Pay Haydn Mackie		\$186.93			(\$2,069.99)

EFT	CD	13/10/2021	Pay Chantelle Mackie		\$126.93	(\$2,196.92)
EFT	CD	19/10/2021	Payroll Liabilities Payments	\$1,569.22		(\$627.70)
EFT	CD	20/10/2021	Pay Haydn Mackie		\$186.92	(\$814.62)
EFT	CD	20/10/2021	Pay Chantelle Mackie		\$126.92	(\$941.54)
EFT	CD	27/10/2021	Pay Haydn Mackie		\$186.92	(\$1,128.46)
EFT	CD	27/10/2021	Pay Chantelle Mackie		\$126.92	(\$1,255.38)
EFT	CD	3/11/2021	Pay Haydn Mackie		\$186.92	(\$1,442.30)
EFT	CD	3/11/2021	Pay Chantelle Mackie		\$126.92	(\$1,569.22)
EFT	CD	10/11/2021	Pay Haydn Mackie		\$186.93	(\$1,756.15)
EFT	CD	10/11/2021	Pay Chantelle Mackie		\$126.93	(\$1,883.08)
EFT	CD	17/11/2021	Pay Chantelle Mackie		\$126.92	(\$2,010.00)
EFT	CD	17/11/2021	Payroll Liabilities Payments	\$1,255.38		(\$754.62)
EFT	CD	17/11/2021	Pay Haydn Mackie		\$186.92	(\$941.54)
EFT	CD	24/11/2021	Pay Chantelle Mackie		\$126.92	(\$1,068.46)
EFT	CD	24/11/2021	Pay Haydn Mackie		\$186.92	(\$1,255.38)
EFT	CD	1/12/2021	Pay Chantelle Mackie		\$126.92	(\$1,382.30)
EFT	CD	1/12/2021	Pay Haydn Mackie		\$186.92	(\$1,569.22)
EFT	CD	8/12/2021	Pay Haydn Mackie		\$186.93	(\$1,756.15)
EFT	CD	8/12/2021	Pay Chantelle Mackie		\$126.93	(\$1,883.08)
EFT	CD	14/12/2021	Payroll Liabilities Payments	\$1,255.38		(\$627.70)
EFT	CD	15/12/2021	Pay Haydn Mackie		\$186.92	(\$814.62)
EFT	CD	15/12/2021	Pay Chantelle Mackie		\$126.92	(\$941.54)
EFT	CD	22/12/2021	Pay Chantelle Mackie		\$126.92	(\$1,068.46)
EFT	CD	22/12/2021	Pay Haydn Mackie		\$186.92	(\$1,255.38)
EFT	CD	29/12/2021	Pay Chantelle Mackie		\$126.92	(\$1,382.30)
EFT	CD	29/12/2021	Pay Haydn Mackie		\$186.93	(\$1,569.23)
EFT	CD	5/01/2022	Pay Chantelle Mackie		\$126.92	(\$1,696.15)
EFT	CD	5/01/2022	Pay Haydn Mackie		\$186.92	(\$1,883.07)
EFT	CD	12/01/2022	Pay Haydn Mackie		\$186.93	(\$2,070.00)
EFT	CD	12/01/2022	Pay Chantelle Mackie		\$126.93	(\$2,196.93)
EFT	CD	18/01/2022	Payroll Liabilities Payments	\$1,569.23		(\$627.70)
EFT	CD	18/01/2022	Pay Chantelle Mackie		\$126.92	(\$754.62)
EFT	CD	18/01/2022	Pay Haydn Mackie		\$149.53	(\$904.15)
EFT	CD	25/01/2022	Pay Haydn Mackie		\$186.93	(\$1,091.08)
EFT	CD	25/01/2022	Pay Chantelle Mackie		\$126.92	(\$1,218.00)
EFT	CD	1/02/2022	Pay Chantelle Mackie		\$126.92	(\$1,344.92)
EFT	CD	1/02/2022	Pay Haydn Mackie		\$186.92	(\$1,531.84)
EFT	CD	8/02/2022	Pay Haydn Mackie		\$186.93	(\$1,718.77)
EFT	CD	8/02/2022	Pay Chantelle Mackie		\$126.93	(\$1,845.70)
EFT	CD	14/02/2022	Payroll Liabilities Payments	\$1,218.00		(\$627.70)
EFT	CD	15/02/2022	Pay Chantelle Mackie		\$126.92	(\$754.62)
EFT	CD	15/02/2022	Pay Haydn Mackie		\$186.92	(\$941.54)
EFT	CD	22/02/2022	Pay Chantelle Mackie		\$126.92	(\$1,068.46)
EFT	CD	22/02/2022	Pay Haydn Mackie		\$186.92	(\$1,255.38)

EFT	CD	1/03/2022	Pay Haydn Mackie			\$186.92			(\$1,442.30)
EFT	CD	1/03/2022	Pay Chantelle Mackie			\$126.92			(\$1,569.22)
EFT	CD	8/03/2022	Pay Chantelle Mackie			\$126.93			(\$1,696.15)
EFT	CD	8/03/2022	Pay Haydn Mackie			\$186.93			(\$1,883.08)
EFT	CD	15/03/2022	Pay Chantelle Mackie			\$126.92			(\$2,010.00)
EFT	CD	15/03/2022	Pay Haydn Mackie			\$186.92			(\$2,196.92)
EFT	CD	15/03/2022	Payroll Liabilities Payments		\$1,255.38				(\$941.54)
EFT	CD	22/03/2022	Pay Chantelle Mackie			\$126.92			(\$1,068.46)
EFT	CD	22/03/2022	Pay Haydn Mackie			\$186.92			(\$1,255.38)
EFT	CD	29/03/2022	Pay Haydn Mackie			\$186.92			(\$1,442.30)
EFT	CD	29/03/2022	Pay Chantelle Mackie			\$126.92			(\$1,569.22)
EFT	CD	5/04/2022	Pay Haydn Mackie			\$186.92			(\$1,756.14)
EFT	CD	5/04/2022	Pay Chantelle Mackie			\$126.92			(\$1,883.06)
EFT	CD	12/04/2022	Pay Haydn Mackie			\$186.93			(\$2,069.99)
EFT	CD	12/04/2022	Pay Chantelle Mackie			\$126.93			(\$2,196.92)
EFT	CD	14/04/2022	Payroll Liabilities Payments		\$1,569.22				(\$627.70)
EFT	CD	19/04/2022	Pay Chantelle Mackie			\$126.92			(\$754.62)
EFT	CD	19/04/2022	Pay Haydn Mackie			\$186.92			(\$941.54)
EFT	CD	26/04/2022	Pay Chantelle Mackie			\$126.92			(\$1,068.46)
EFT	CD	26/04/2022	Pay Haydn Mackie			\$186.92			(\$1,255.38)
EFT	CD	1/05/2022	Pay Haydn Mackie			\$186.92			(\$1,442.30)
EFT	CD	1/05/2022	Pay Chantelle Mackie			\$126.92			(\$1,569.22)
EFT	CD	10/05/2022	Pay Chantelle Mackie			\$126.93			(\$1,696.15)
EFT	CD	10/05/2022	Pay Haydn Mackie			\$186.93			(\$1,883.08)
EFT	CD	16/05/2022	Payroll Liabilities Payments		\$1,255.38				(\$627.70)
EFT	CD	17/05/2022	Pay Chantelle Mackie			\$126.92			(\$754.62)
EFT	CD	17/05/2022	Pay Haydn Mackie			\$186.92			(\$941.54)
EFT	CD	24/05/2022	Pay Haydn Mackie			\$186.92			(\$1,128.46)
EFT	CD	24/05/2022	Pay Chantelle Mackie			\$126.92			(\$1,255.38)
EFT	CD	31/05/2022	Pay Haydn Mackie			\$186.92			(\$1,442.30)
EFT	CD	31/05/2022	Pay Chantelle Mackie			\$126.92			(\$1,569.22)
EFT	CD	7/06/2022	Pay Haydn Mackie			\$186.92			(\$1,756.14)
EFT	CD	7/06/2022	Pay Chantelle Mackie			\$126.92			(\$1,883.06)
EFT	CD	14/06/2022	Pay Haydn Mackie			\$186.93			(\$2,069.99)
EFT	CD	14/06/2022	Pay Chantelle Mackie			\$126.93			(\$2,196.92)
EFT	CD	14/06/2022	Payroll Liabilities Payments		\$1,569.22				(\$627.70)
EFT	CD	21/06/2022	Pay Haydn Mackie			\$186.92			(\$814.62)
EFT	CD	21/06/2022	Pay Chantelle Mackie			\$126.92			(\$941.54)
EFT	CD	27/06/2022	Pay Haydn Mackie			\$10,000.00			(\$10,941.54)
EFT	CD	27/06/2022	Payroll Liabilities Payments		\$10,000.00				(\$941.54)
EFT	CD	28/06/2022	Pay Chantelle Mackie			\$126.92			(\$1,068.46)
						\$26,095.63			(\$1,068.46)
						\$26,095.63			(\$1,068.46)
					Total :	\$25,027.17			
					Grand Total :	\$25,027.17			

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Mackie Superannuation Fund Contributions Breakdown Report

For The Period 01 July 2021 - 30 June 2022



Summary

Member	D.O.B	Age (at 30/06/2021)	Total Super Balance (at 30/06/2021) **	Concessional	Non-Concessional	Other	Reserves	Total
Mackie, Chantelle Lynette	02/07/1965	55	432,700.62	13,864.51	0.00	0.00	0.00	13,864.51
Mackie, Haydn	12/02/1963	58	679,627.87	18,934.90	0.00	0.00	0.00	18,934.90
All Members				32,799.41	0.00	0.00	0.00	32,799.41

** TSB can include information external to current fund's transaction records. The amount is per individual across all funds.

Contribution Caps

Member	Contribution Type	Contributions	Cap	Current Position
Mackie, Chantelle Lynette	Concessional	13,864.51	92,131.37	78,266.86 Below Cap
	(5 year carry forward cap available)			
Mackie, Haydn	Non-Concessional	0.00	110,000.00	110,000.00 Below Cap
	Concessional	18,934.90	27,500.00	8,565.10 Below Cap
	Non-Concessional	0.00	110,000.00	110,000.00 Below Cap

Carry Forward Unused Concessional Contribution Cap

Member	2017	2018	2019	2020	2021	2022	Current Position
Mackie, Chantelle Lynette	Concessional Contribution Cap	35,000.00	25,000.00	25,000.00	25,000.00	25,000.00	27,500.00
	Concessional Contribution	0.00	0.00	0.00	0.00	10,368.63	13,864.51
	Unused Concessional Contribution	0.00	0.00	25,000.00	25,000.00	14,631.37	13,635.49
	Cumulative Carry Forward Unused	N/A	N/A	0.00	25,000.00	50,000.00	64,631.37
	Maximum Cap Available	35,000.00	25,000.00	25,000.00	50,000.00	75,000.00	92,131.37
	Total Super Balance	0.00	0.00	0.00	0.00	0.00	432,700.62
Mackie, Haydn	Concessional Contribution Cap	35,000.00	25,000.00	25,000.00	25,000.00	25,000.00	27,500.00
	Concessional Contribution	0.00	0.00	0.00	0.00	12,169.62	18,934.90
	Unused Concessional Contribution	0.00	0.00	25,000.00	25,000.00	12,830.38	8,565.10
	Cumulative Carry Forward Unused	N/A	N/A	0.00	25,000.00	50,000.00	0.00
	Maximum Cap Available	35,000.00	25,000.00	25,000.00	50,000.00	75,000.00	27,500.00
	Total Super Balance	0.00	0.00	0.00	0.00	0.00	679,627.87

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NCC Bring Forward Caps

Member	Bring Forward Cap	2019	2020	2021	2022	Total	Current Position
Mackie, Chantelle Lynette	N/A	0.00	0.00	0.00	0.00	N/A	Bring Forward Not Triggered
Mackie, Haydn	N/A	0.00	0.00	0.00	0.00	N/A	Bring Forward Not Triggered

Mackie, Chantelle Lynette

Date	Transaction Description	Contribution Type	Ledger Data			SuperStream Data								
			Concessional	Non-Concession	Other	Reserves	Contribution	Employer	Concessional	Non-Concess	Other			
07/07/2021	TRANSFER FROM SUPERCHOICE P/L PC060721-100240239	Employer	685.90											
18/08/2021	TRANSFER FROM AUSCOAST FIRE AUSCOAST FIRE	Employer	507.69											
08/09/2021	TRANSFER FROM SUPERCHOICE P/L PC070921-157710626	Employer	604.83											
13/09/2021	TRANSFER FROM SUPERCHOICE P/L PC100921-145245104	Employer	584.41											
15/09/2021	TRANSFER FROM AUSCOAST FIRE AUSCOAST FIRE	Employer	507.69											
12/10/2021	TRANSFER FROM SUPERCHOICE P/L PC081021-108367019	Employer	756.04											
19/10/2021	TRANSFER FROM AUSCOAST FIRE AUSCOAST FIRE	Employer	634.61											
08/11/2021	TRANSFER FROM SUPERCHOICE P/L PC011121-178468902	Employer	604.83											
17/11/2021	TRANSFER FROM AUSCOAST FIRE AUSCOAST FIRE	Employer	507.69											
08/12/2021	TRANSFER FROM SUPERCHOICE P/L	Employer	604.83											

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15/12/2021	128631148 TRANSFER FROM AUSCOAST FIRE AUSCOAST FIRE	Employer	507.69
06/01/2022	TRANSFER FROM SUPERCHOICE P/L PC040122- 133319808	Employer	756.04
18/01/2022	TRANSFER FROM AUSCOAST FIRE AUSCOAST FIRE	Employer	634.61
09/02/2022	TRANSFER FROM SUPERCHOICE P/L PC080222- 164638379	Employer	604.83
14/02/2022	TRANSFER FROM AUSCOAST FIRE AUSCOAST FIRE	Employer	507.69
07/03/2022	TRANSFER FROM SUPERCHOICE P/L PC010322- 196104814	Employer	604.83
15/03/2022	TRANSFER FROM AUSCOAST FIRE AUSCOAST FIRE	Employer	507.69
06/04/2022	TRANSFER FROM SUPERCHOICE P/L PC310322- 184300125	Employer	756.04
26/04/2022	TRANSFER FROM AUSCOAST FIRE AUSCOAST FIRE	Employer	634.61
04/05/2022	TRANSFER FROM SUPERCHOICE P/L PC270422- 184531538	Employer	604.83
17/05/2022	TRANSFER FROM AUSCOAST FIRE AUSCOAST FIRE	Employer	507.69
07/06/2022	TRANSFER FROM SUPERCHOICE P/L PC010622- 147870001	Employer	604.83
14/06/2022	TRANSFER FROM AUSCOAST FIRE AUSCOAST FIRE	Employer	634.61

Total - Mackie, Chantelle Lynette

13,864.51 0.00 0.00 0.00

0.00 0.00 0.00

Mackie, Haydn

Date	Transaction Description	Contribution Type	Ledger Data			SuperStream Data						
			Concessional	Non-Concession	Other	Reserves	Contribution	Employer	Concessional	Non-Concess	Other	
18/08/2021	TRANSFER FROM AUSCOAST FIRE	Employer	747.69									
15/09/2021	TRANSFER FROM AUSCOAST FIRE	Employer	747.69									
19/10/2021	TRANSFER FROM AUSCOAST FIRE	Employer	934.61									
17/11/2021	TRANSFER FROM AUSCOAST FIRE	Employer	747.69									
15/12/2021	TRANSFER FROM AUSCOAST FIRE	Employer	747.69									
18/01/2022	TRANSFER FROM AUSCOAST FIRE	Employer	934.62									
14/02/2022	TRANSFER FROM AUSCOAST FIRE	Employer	710.31									
15/03/2022	TRANSFER FROM AUSCOAST FIRE	Employer	747.69									
26/04/2022	TRANSFER FROM AUSCOAST FIRE	Employer	934.61									
17/05/2022	TRANSFER FROM AUSCOAST FIRE	Employer	747.69									
14/06/2022	TRANSFER FROM AUSCOAST FIRE	Employer	934.61									
27/06/2022	TRANSFER FROM AUSCOAST FIRE	Employer	10,000.00									
	HAYDN MACKIE											

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Total - Mackie, Haydn

18,934.90	0.00	0.00	0.00
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0.00	0.00	0.00
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Total for All Members

32,799.41	0.00	0.00	0.00
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Mackie Superannuation Fund General Ledger



As at 30 June 2022

Transaction Date	Description	Units	Debit	Credit	Balance \$
Accountancy Fees (30100)					
<u>Accountancy Fees (30100)</u>					
22/07/2021	ANZ INTERNET BANKING PAYMENT 961177 TO PMA GROUP		2,728.00	2-2	2,728.00 DR
13/12/2021	ANZ INTERNET BANKING PAYMENT 823043 TO SIMMONS LIVINGSTONE AND ASS		220.00	2-4	2,948.00 DR
			2,948.00		2,948.00 DR

Total Debits: 2,948.00

Total Credits: 0.00

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TAX INVOICE

Mackie Superannuation Fund (Mackie Super Co Pty Ltd)
Unit 192 135 Lakelands Drive
MERRIMAC QLD 4226
AUSTRALIA

Invoice Date
21 Jul 2021

Invoice Number
INV-2722

Reference
2021 FY Super Fund +
PMA To date

ABN
89 807 619 494

PMA GROUP
ACCOUNTANTS
PO Box 500
VARSITY LAKES QLD 4227
T : (07) 5630 6559
Email :
office@pmag.com.au

Description	Quantity	Unit Price	GST	Amount AUD
Preparation of required Financial Statements for the Mackie Superannuation Fund for the financial year ending 30 June 2021.	1.00	2,480.00	10%	2,480.00
Preparation and issue of tax advice letter responding to the query on the purchase of future property by the Mackie Superannuation Fund, specifically the 188 Border Fence Road property.				
Additional work performed to ensure the (\$120,624) Capital Gains withholding (credit) would be returned.				
Preparation and Lodgement of the Mackie Superannuation Fund Taxation Return for the 2021 year with the Australian Taxation Office as required, resulting in a large net ATO (refund) to be issued.				
Preparation of the final investment property schedule and then the additional capital gain calculations on the sale of 1 Wilcox Close, Reedy Creel QLD 4227 and provision of information to the super fund auditor as required.				
Includes Australian Securities & Investments Commission (ASIC) annual compliance for Mackie Super Co Pty Ltd as required and email transmissisons.				
(We draw to your attention that the superannuation fund auditor will directly provide to a separate invoice in the next few weeks, post completion of their audit.)				
Please pay this invoice via EFT from the Mackie Super Fund ANZ bank account as per option 1 below :				
			Subtotal	2,480.00
			TOTAL GST 10%	248.00
			TOTAL AUD	2,728.00

Due Date: 4 Aug 2021

POWERED BY XERO - Our two payment options are as follows :

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OPTION 1 -

Payment via Electronic Funds Transfer [EFT] via :

BSB No : 484799

Account No : 601708074

Account Name : PMA Group Pty Ltd

Reference on EFT : Invoice No and Surname

or

OPTION 2 -

Pay now online via Visa/MasterCard via 'eWAY' by clicking on the link.

[View and pay online now](#)

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Simmons Livingstone & Associates

A.B.N. 45 163 871 958
PO Box 806, Oxenford 4210 Queensland
Tele 07 5561 8800 | Fax 07 5561 8700
simmonslivingstone.com.au

Haydn Mackie
Mackie Super Co Pty Ltd
1/105 Spencer Road
CARRARA QLD 4211

Tax Invoice
030133

Ref: AUSCFC10
9 December, 2021

Description	Amount
<p>Fee for Professional Service rendered in relation to the following:</p> <ul style="list-style-type: none"> Mackie Super Co Pty Ltd <p>The following gives details of the work undertaken:</p> <p>Attending to secretarial matters of the company on your behalf throughout the year with the Australian Securities & Investments Commission (ASIC):</p> <ul style="list-style-type: none"> Attendance to ASIC company statements and review documentation on your behalf; Checking and comparison of your company information with ASIC registers; Preparation of annual company minutes as required by the Corporations Law; Attendance to minor changes in your company details as and when they arise; Provision of registered office address and maintenance of legislated ASIC opening hours; Assurance your company files are up to date and compliant with current Corporations Law and associated legislation; Acting as registered agent of the company. 	200.00
<p>Please note that this invoice is now due.</p> <p>*Credit card payments attract a surcharge</p>	
GST: \$	20.00
Amount Due: \$	220.00

The firm reserves the right to charge interest of 11.5% compounding daily on outstanding amounts. The firm reserves the right to refer the outstanding invoices to a debt collection agency or legal practitioner, at a cost to the client. Such costs may include commission, administration fees, legal costs and interest as charged by the debt collection agency or legal practitioner.

(EFT) - Transfer to our account Ref: AUSCFC10
 Account Name Simmons Livingstone & Associates Invoice: 030133
 BSB: 064 445 Account: 1052 7520 9 December, 2021
Amount Due: \$ 220.00

Credit Card (Please indicate type) Mastercard Visa Card CCV

Card Number:

Cardholder Signature Expiry/.....

Note that credit card payments attract a surcharge. Liability limited by a scheme approved under Professional Standards Legislation

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TAX INVOICE

PMA Group Accountants
PO Box 500
VARSITY LAKES QLD 4227

Invoice Date
02 Aug 2021

Invoice Number
53411

ABN
50 102 006 486


Guardian Audit Services
PO Box 724
Ormeau Qld 4208

Phone: 1300 664 650

accounts@guardianaudit.com.au

Due Date: 16 Aug 2021
Terms 14 days
Any costs incurred to recover this invoice will be borne by the invoicee.

Description	Amount
Mackie Superannuation Fund	
Audit of the Financial Statements and Regulatory Compliance for the year ended 30 June 2021	450.00
Subtotal	450.00
Total GST 10%	45.00
Amount Due	495.00



IMPORTANT
Please use the invoice number as the payment reference number

PLEASE EMAIL A COPY OF YOUR REMITTANCE TO accounts@guardianaudit.com.au

PAYMENT ADVICE

To:	Guardian Audit Services PO Box 724 Ormeau Qld 4208	Customer	PMA Group Accountants
Direct Deposit	National Australia Bank BSB: 082-902 Account # 78494 6530 Account Name: Guardian Audit Services Reference: Inv 53411	Invoice Number	53411
Credit Card	Please call 1300 664 650 <i>1.5% surcharge applies</i> (Mastercard and Visa only)	Amount Due	495.00
		Due Date	16 Aug 2021



ASIC
Australian Securities & Investments Commission

Inquiries
www.asic.gov.au/invoices
1300 300 630

4-1

ABN 86 768 265 615

MACKIE SUPER CO PTY LTD
U 192
135 LAKELANDS DR MERRIMAC QLD 4226

INVOICE STATEMENT

Issue date 20 Nov 21

MACKIE SUPER CO PTY LTD

ACN 602 959 320

Account No. 22 602959320

Summary

Opening Balance	\$0.00
New items	\$56.00
Payments & credits	\$0.00
TOTAL DUE	\$56.00

- Amounts are not subject to GST. (Treasurer's determination - exempt taxes, fees and charges).
- Payment of your annual review fee will maintain your registration as an Australian company.

Transaction details are listed on the back of this page

Please pay

Immediately	\$0.00
By 20 Jan 22	\$56.00

If you have already paid please ignore this invoice statement.

- Late fees will apply if you do NOT
 - tell us about a change during the period that the law allows
 - bring your company or scheme details up to date within 28 days of the date of issue of the annual statement, or
 - pay your review fee within 2 months of the annual review date.
- Information on late fee amounts can be found on the ASIC website.



ASIC
Australian Securities & Investments Commission

PAYMENT SLIP
MACKIE SUPER CO PTY LTD

PAID

21.12.21

ACN 602 959 320 Account No: 22 602959320



22 602959320

TOTAL DUE	\$56.00
Immediately	\$0.00
By 20 Jan 22	\$56.00

Payment options are listed on the back of this payment slip



Billers Code: 17301
Ref: 2296029593201



*814 129 0002296029593201 73

Transaction details:

page 2 of 2

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	Transactions for this period	ASIC reference	\$ Amount
2021-11-20	Annual Review - Special Purpose Pty Co	3X8589144480P A	\$56.00
	Outstanding transactions		
2021-11-20	Annual Review - Special Purpose Pty Co	3X8589144480P A	\$56.00

PAYMENT OPTIONS



Billpay Code: 8929
Ref: 2296 0295 9320 173

Australia Post

Present this payment slip. Pay by cash, cheque or EFTPOS

Phone

Call 13 18 16 to pay by Mastercard or Visa

On-line

Go to postbillpay.com.au to pay by Mastercard or Visa

Mail

Mail this payment slip and cheque (do not staple) to ASIC,
Locked Bag 5000, Gippsland Mail Centre VIC 3841



Biller Code: 17301
Ref: 2296029593201

Telephone & Internet Banking – BPAY*

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au

**ASIC**

Australian Securities & Investments Commission

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Forms Manager

Registered Agents

Company: MACKIE SUPER CO PTY LTD ACN 602 959 320

Company details

Date company registered 20-11-2014
 Company next review date 20-11-2021
 Company type Australian Proprietary Company
 Company status Registered
 Home unit company No
 Superannuation trustee company Yes
 Non profit company No

Registered office

UNIT 192 , 135 LAKELANDS DRIVE , MERRIMAC QLD 4226

Principal place of business

UNIT 192 , 135 LAKELANDS DRIVE , MERRIMAC QLD 4226

Officeholders

MACKIE, CHANTELE LYNETTE

Born 02-07-1965 at SOUTH AFRICA

UNIT 192 , 135 LAKELANDS DRIVE , MERRIMAC QLD 4226

Office(s) held: Director, appointed 20-11-2014

MACKIE, HAYDN

Born 12-02-1963 at SOUTH AFRICA

UNIT 192 , 135 LAKELANDS DRIVE , MERRIMAC QLD 4226

Office(s) held: Director, appointed 20-11-2014
Secretary, appointed 20-11-2014**Company share structure**

Share class	Share description	Number issued	Total amount paid	Total amount unpaid
ORD	ORDINARY SHARES	12	12.00	0.00

Members

MACKIE , CHANTELE LYNETTE UNIT 192 , 135 LAKELANDS DRIVE , MERRIMAC QLD 4226

Share class	Total number held	Fully paid	Beneficially held
ORD	6	Yes	Yes

MACKIE , HAYDN UNIT 192 , 135 LAKELANDS DRIVE , MERRIMAC QLD 4226

Share class	Total number held	Fully paid	Beneficially held
ORD	6	Yes	Yes

Document history

These are the documents most recently received by ASIC from this organisation.

Received	Number	Form Description	Status
13-01-2021	7EBD76239	484 CHANGE TO COMPANY DETAILS	Processed and imaged
10-11-2017	7E9634902	484 CHANGE TO COMPANY DETAILS	Processed and imaged
20-11-2014	2E1226360	201 APPLICATION FOR INCORPORATION (DIVN 1)	Processed and imaged

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BUSINESS ADVANTAGE STATEMENT

STATEMENT NUMBER 79

18 JUNE 2021 TO 19 JULY 2021

THE TRUSTEE
MACKIE SUPERANNUATION FUND
192/135 LAKELANDS DR
MERRIMAC QLD 4226

WELCOME TO YOUR ANZ ACCOUNT AT A GLANCE

Account Details

MACKIE SUPER CO PTY LTD ATF MACKIE
SUPERANNUATION FUND

Branch Number (BSB)

014-536

Account Number

2931-56833

Account Descriptor

BUSINESS ADVANTAGE



NEED TO GET IN TOUCH?



ANZ Internet Banking
anz.com

OR



Enquiries: 13 13 14
Lost/Stolen Cards: 1800 033 844

S.2

BUSINESS ADVANTAGE STATEMENT

Account Number 2931-56833

Transaction Details

Please retain this statement for taxation purposes

Date	Transaction Details	Withdrawals (\$)	Deposits (\$)	Balance (\$)
2021				
18 JUN	OPENING BALANCE			1,009,749.17
29 JUN	TRANSFER FROM AUSCOAST FIRE AUSCOAST FIRE		1,569.23	1,011,318.40
01 JUL	ANZ INTERNET BANKING BPAY TAX OFFICE PAYMENT {114108}	302.00		1,011,016.40
07 JUL	TRANSFER FROM SUPERCHOICE P/L PC060721-100240239		685.90	1,011,702.30
19 JUL	ACCOUNT SERVICING FEE	10.00		1,011,692.30
	TOTALS AT END OF PAGE	\$312.00	\$2,255.13	
	TOTALS AT END OF PERIOD	\$312.00	\$2,255.13	\$1,011,692.30

This Statement Includes

ANZ bank charges	\$10.00
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Yearly Summary

Previous Year to 30/06/2021 (\$)

Fees Charged

ANZ bank account fee	120.00
Total	\$120.00

POSTED

Fee Summary

Fees Charged for period: 19 JUN 2021 to 19 JUL 2021

Summary of ANZ Transaction Fees

	Transactions		Fee Per	Total
	Total	Free	Transaction (\$)	Charge (\$)
SERVICE FEES				
MONTHLY ACCOUNT SERVICE FEE				10.00
Total Account Service Fees				\$10.00
Total Bank Account Fees Charged				\$10.00

Please note: Overseas transaction fees, overseas ATM fees and non ANZ ATM operator fees not included

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BUSINESS ADVANTAGE STATEMENT

Account Number 2931-56833

No transaction fees* for ANZ cardholders across the new atmX by Armaguard network

As an ANZ cardholder you can withdraw cash or make a balance enquiry, with no transaction fee* at any atmX by Armaguard ATM.

*Terms and conditions apply.

Visit www.anz.com.au/ways-to-bank/atms for further detail and terms and conditions.

IMPORTANT INFORMATION

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BUSINESS ADVANTAGE STATEMENT

STATEMENT NUMBER 80
19 JULY 2021 TO 19 AUGUST 2021

THE TRUSTEE
MACKIE SUPERANNUATION FUND
192/135 LAKELANDS DR
MERRIMAC QLD 4226

WELCOME TO YOUR ANZ ACCOUNT AT A GLANCE

Account Details

MACKIE SUPER CO PTY LTD ATF MACKIE
SUPERANNUATION FUND

Branch Number (BSB)

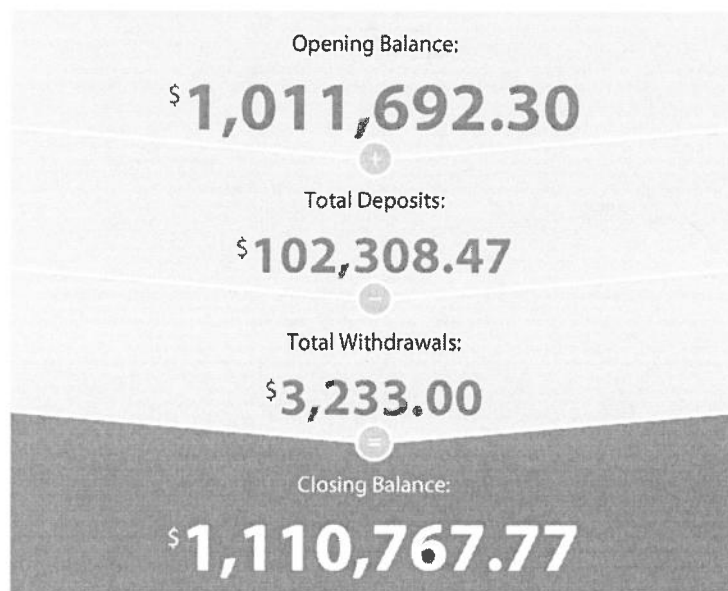
014-536

Account Number

2931-56833

Account Descriptor

BUSINESS ADVANTAGE



NEED TO GET IN TOUCH?



ANZ Internet Banking
anz.com

OR



Enquiries: 13 13 14
Lost/Stolen Cards: 1800 033 844

BUSINESS ADVANTAGE STATEMENT

Account Number 2931-56833

Transaction Details

Please retain this statement for taxation purposes

Date	Transaction Details	Withdrawals (\$)	Deposits (\$)	Balance (\$)
2021				
19 JUL	OPENING BALANCE			1,011,692.30
22 JUL	ANZ INTERNET BANKING PAYMENT 961177 TO PMA GROUP	2,728.00		1,008,964.30
29 JUL	ANZ INTERNET BANKING FUNDS TFER TRANSFER 436618 FROM 293156817		292.14	1,009,256.44
02 AUG	ANZ MOBILE BANKING PAYMENT 006675 TO GUARDIAN AUDIT SERVICES	495.00		1,008,761.44
05 AUG	TRANSFER FROM ATO ATO003000015268037		100,760.95	1,109,522.39
18 AUG	TRANSFER FROM AUSCOAST FIRE AUSCOAST FIRE		1,255.38	1,110,777.77
19 AUG	ACCOUNT SERVICING FEE	10.00		1,110,767.77
	TOTALS AT END OF PAGE	\$3,233.00	\$102,308.47	
	TOTALS AT END OF PERIOD	\$3,233.00	\$102,308.47	\$1,110,767.77

This Statement Includes

ANZ bank charges	\$10.00
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Fee Summary

Fees Charged for period: 20 JUL 2021 to 19 AUG 2021

Summary of ANZ Transaction Fees

	Transactions		Fee Per	Total
	Total	Free	Transaction (\$)	Charge (\$)
SERVICE FEES				
MONTHLY ACCOUNT SERVICE FEE				10.00
Total Account Service Fees				\$10.00
Total Bank Account Fees Charged				\$10.00

Please note: Overseas transaction fees, overseas ATM fees and non ANZ ATM operator fees not included

No transaction fees* for ANZ cardholders across the new atm by Armaguard network

As an ANZ cardholder you can withdraw cash or make a balance enquiry, with no transaction fee* at any atm by Armaguard ATM.

*Terms and conditions apply.

Visit www.anz.com.au/ways-to-bank/atms for further detail and terms and conditions.

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BUSINESS ADVANTAGE STATEMENT

Account Number 2931-56833

IMPORTANT INFORMATION

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BUSINESS ADVANTAGE STATEMENT

STATEMENT NUMBER 81

19 AUGUST 2021 TO 17 SEPTEMBER 2021

THE TRUSTEE
MACKIE SUPERANNUATION FUND
192/135 LAKELANDS DR
MERRIMAC QLD 4226

WELCOME TO YOUR ANZ ACCOUNT AT A GLANCE

Account Details

MACKIE SUPER CO PTY LTD ATF MACKIE
SUPERANNUATION FUND

Branch Number (BSB)

014-536

Account Number

2931-56833

Account Descriptor

BUSINESS ADVANTAGE



NEED TO GET IN TOUCH?



ANZ Internet Banking
anz.com

OR



Enquiries: 13 13 14
Lost/Stolen Cards: 1800 033 844

5-8

BUSINESS ADVANTAGE STATEMENT

Account Number 2931-56833

Transaction Details

Please retain this statement for taxation purposes

Date	Transaction Details	Withdrawals (\$)	Deposits (\$)	Balance (\$)
2021				
19 AUG	OPENING BALANCE			1,110,767.77
08 SEP	TRANSFER FROM SUPERCHOICE P/L PC070921-157710626		604.83	1,111,372.60
13 SEP	TRANSFER FROM SUPERCHOICE P/L PC100921-145245104		584.41	1,111,957.01
15 SEP	TRANSFER FROM AUSCOAST FIRE AUSCOAST FIRE		1,255.38	1,113,212.39
17 SEP	ACCOUNT SERVICING FEE	10.00		1,113,202.39
	TOTALS AT END OF PAGE	\$10.00	\$2,444.62	
	TOTALS AT END OF PERIOD	\$10.00	\$2,444.62	\$1,113,202.39

This Statement Includes

ANZ bank charges	\$10.00
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Fee Summary

Fees Charged for period: 20 AUG 2021 to 17 SEP 2021

Summary of ANZ Transaction Fees	Transactions		Fee Per	Total
	Total	Free	Additional	Charge
			Transaction	Charge
			(\$)	(\$)
SERVICE FEES				
MONTHLY ACCOUNT SERVICE FEE				10.00
Total Account Service Fees				\$10.00
Total Bank Account Fees Charged				\$10.00

Please note: Overseas transaction fees, overseas ATM fees and non ANZ ATM operator fees not included**No transaction fees* for ANZ cardholders across the new atm network by Armaguard**

As an ANZ cardholder you can withdraw cash or make a balance enquiry, with no transaction fee* at any atm network by Armaguard ATM.

*Terms and conditions apply.

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BUSINESS ADVANTAGE STATEMENT

Account Number 2931-56833

IMPORTANT INFORMATION

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BUSINESS ADVANTAGE STATEMENT

STATEMENT NUMBER 82

17 SEPTEMBER 2021 TO 19 OCTOBER 2021

THE TRUSTEE
MACKIE SUPERANNUATION FUND
192/135 LAKELANDS DR
MERRIMAC QLD 4226

WELCOME TO YOUR ANZ ACCOUNT AT A GLANCE

Account Details

MACKIE SUPER CO PTY LTD ATF MACKIE
SUPERANNUATION FUND

Branch Number (BSB)

014-536

Account Number

2931-56833

Account Descriptor

BUSINESS ADVANTAGE



NEED TO GET IN TOUCH?



ANZ Internet Banking
anz.com

OR



Enquiries: 13 13 14
Lost/Stolen Cards: 1800 033 844

5-11

BUSINESS ADVANTAGE STATEMENT

Account Number 2931-56833

Transaction Details

Please retain this statement for taxation purposes

Date	Transaction Details	Withdrawals (\$)	Deposits (\$)	Balance (\$)
2021				
17 SEP	OPENING BALANCE			1,113,202.39
01 OCT	ANZ INTERNET BANKING BPAY TAX OFFICE PAYMENT {490875}	2,000.00		1,111,202.39
12 OCT	TRANSFER FROM SUPERCHOICE P/L PC081021-108367019		756.04	1,111,958.43
19 OCT	TRANSFER FROM AUSCOAST FIRE AUSCOAST FIRE		1,569.22	1,113,527.65
19 OCT	ACCOUNT SERVICING FEE	10.00		1,113,517.65
	TOTALS AT END OF PAGE	\$2,010.00	\$2,325.26	
	TOTALS AT END OF PERIOD	\$2,010.00	\$2,325.26	\$1,113,517.65

This Statement Includes

ANZ bank charges	\$10.00
------------------	---------

Fee Summary

Fees Charged for period: 18 SEP 2021 to 19 OCT 2021

Summary of ANZ Transaction Fees	Transactions		Fee Per Transaction (\$)	Total Charge (\$)
	Total	Free Additional		
SERVICE FEES				
MONTHLY ACCOUNT SERVICE FEE				10.00
Total Account Service Fees				\$10.00
Total Bank Account Fees Charged				\$10.00

Please note: Overseas transaction fees, overseas ATM fees and non ANZ ATM operator fees not included

No transaction fees* for ANZ cardholders across the new atm by Armaguard network

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BUSINESS ADVANTAGE STATEMENT

Account Number 2931-56833

IMPORTANT INFORMATION

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BUSINESS ADVANTAGE STATEMENT

STATEMENT NUMBER 83

19 OCTOBER 2021 TO 19 NOVEMBER 2021

THE TRUSTEE
MACKIE SUPERANNUATION FUND
192/135 LAKELANDS DR
MERRIMAC QLD 4226

WELCOME TO YOUR ANZ ACCOUNT AT A GLANCE

Account Details

MACKIE SUPER CO PTY LTD ATF MACKIE
SUPERANNUATION FUND

Branch Number (BSB)

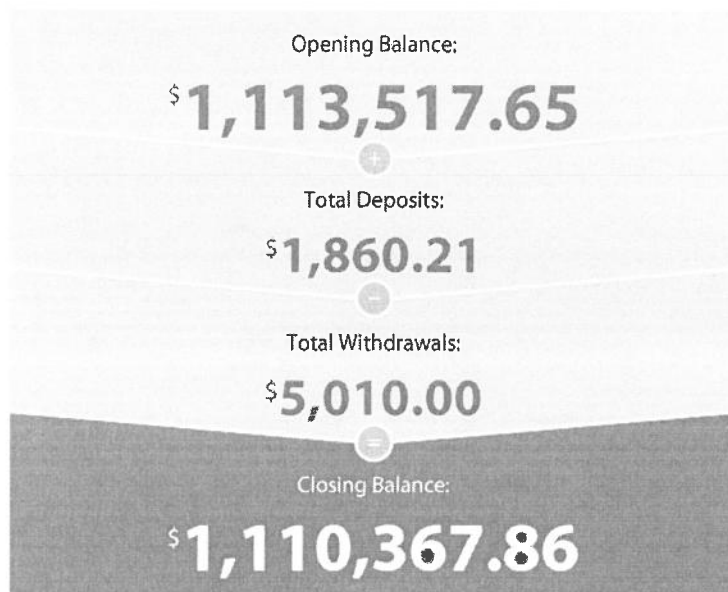
014-536

Account Number

2931-56833

Account Descriptor

BUSINESS ADVANTAGE



NEED TO GET IN TOUCH?



ANZ Internet Banking
anz.com

OR



Enquiries: 13 13 14
Lost/Stolen Cards: 1800 033 844

5.14

BUSINESS ADVANTAGE STATEMENT

Account Number 2931-56833

Transaction Details

Please retain this statement for taxation purposes

Date	Transaction Details	Withdrawals (\$)	Deposits (\$)	Balance (\$)
2021				
19 OCT	OPENING BALANCE			1,113,517.65
05 NOV	ANZ INTERNET BANKING PAYMENT 773676 TO PACIFIC LAW PTY LTD	5,000.00		1,108,517.65
08 NOV	TRANSFER FROM SUPERCHOICE P/L PC011121-178468902		604.83	1,109,122.48
17 NOV	TRANSFER FROM AUSCOAST FIRE AUSCOAST FIRE		1,255.38	1,110,377.86
19 NOV	ACCOUNT SERVICING FEE	10.00		1,110,367.86
	TOTALS AT END OF PAGE	\$5,010.00	\$1,860.21	
	TOTALS AT END OF PERIOD	\$5,010.00	\$1,860.21	\$1,110,367.86

This Statement Includes

ANZ bank charges	\$10.00
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Fee Summary

Fees Charged for period: 20 OCT 2021 to 19 NOV 2021

Summary of ANZ Transaction Fees	Transactions		Fee Per Transaction (\$)	Total Charge (\$)
	Total	Free Additional		
SERVICE FEES				
MONTHLY ACCOUNT SERVICE FEE				10.00
Total Account Service Fees				\$10.00
Total Bank Account Fees Charged				\$10.00

Please note: Overseas transaction fees, overseas ATM fees and non ANZ ATM operator fees not included**No transaction fees* for ANZ cardholders across the new atm by Armaguard network**

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*Terms and conditions apply.

Visit www.anz.com.au/ways-to-bank/atms for further detail and terms and conditions.

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BUSINESS ADVANTAGE STATEMENT

Account Number 2931-56833

IMPORTANT INFORMATION

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BUSINESS ADVANTAGE STATEMENT

STATEMENT NUMBER 84

19 NOVEMBER 2021 TO 17 DECEMBER 2021

THE TRUSTEE
MACKIE SUPERANNUATION FUND
192/135 LAKELANDS DR
MERRIMAC QLD 4226

WELCOME TO YOUR ANZ ACCOUNT AT A GLANCE

Account Details

MACKIE SUPER CO PTY LTD ATF MACKIE
SUPERANNUATION FUND

Branch Number (BSB)

014-536

Account Number

2931-56833

Account Descriptor

BUSINESS ADVANTAGE



NEED TO GET IN TOUCH?



ANZ Internet Banking
anz.com

OR



Enquiries: 13 13 14
Lost/Stolen Cards: 1800 033 844

5-17

BUSINESS ADVANTAGE STATEMENT

Account Number 2931-56833

Transaction Details

Please retain this statement for taxation purposes

Date	Transaction Details	Withdrawals (\$)	Deposits (\$)	Balance (\$)
2021				
19 NOV	OPENING BALANCE			1,110,367.86
25 NOV	ANZ MOBILE BANKING PAYMENT 701833 TO TED LEGAL PTY LTD TRUST ACC	500.00		1,109,867.86
30 NOV	PAYMENT REF PICAUAUX0005395 TO PACIFIC LAW PTY LTD FEE AUD28	107,528.00		1,002,339.86
07 DEC	ANZ INTERNET BANKING BPAY ASIC {646198}	56.00		1,002,283.86
08 DEC	TRANSFER FROM SUPERCHOICE P/L PC071221-128631148		604.83	1,002,888.69
13 DEC	ANZ INTERNET BANKING PAYMENT 823043 TO SIMMONS LIVINGSTONE AND ASS	220.00		1,002,668.69
15 DEC	TRANSFER FROM AUSCOAST FIRE AUSCOAST FIRE		1,255.38	1,003,924.07
17 DEC	ACCOUNT SERVICING FEE	10.00		1,003,914.07
	TOTALS AT END OF PAGE	\$108,314.00	\$1,860.21	
	TOTALS AT END OF PERIOD	\$108,314.00	\$1,860.21	\$1,003,914.07

This Statement Includes

ANZ bank charges	\$10.00
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Fee Summary

Fees Charged for period: 20 NOV 2021 to 17 DEC 2021

Summary of ANZ Transaction Fees

	Transactions		Fee Per	Total
	Total	Free	Transaction (\$)	Charge (\$)
SERVICE FEES				
MONTHLY ACCOUNT SERVICE FEE				10.00
Total Account Service Fees				\$10.00
Total Bank Account Fees Charged				\$10.00

Please note: Overseas transaction fees, overseas ATM fees and non ANZ ATM operator fees not included

BUSINESS ADVANTAGE STATEMENT

Account Number 2931-56833

IMPORTANT INFORMATION

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BUSINESS ADVANTAGE STATEMENT

STATEMENT NUMBER 85
17 DECEMBER 2021 TO 19 JANUARY 2022

THE TRUSTEE
MACKIE SUPERANNUATION FUND
192/135 LAKELANDS DR
MERRIMAC QLD 4226

WELCOME TO YOUR ANZ ACCOUNT AT A GLANCE

Account Details

MACKIE SUPER CO PTY LTD ATF MACKIE
SUPERANNUATION FUND

Branch Number (BSB)

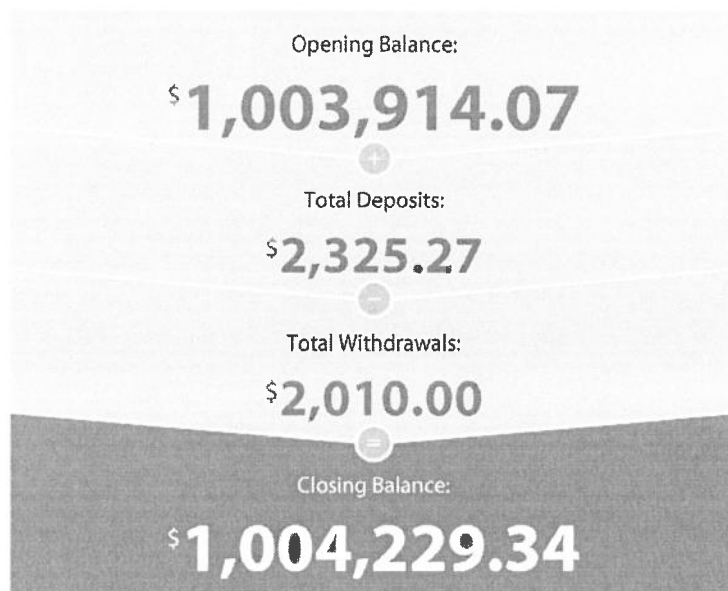
014-536

Account Number

2931-56833

Account Descriptor

BUSINESS ADVANTAGE



NEED TO GET IN TOUCH?



ANZ Internet Banking
anz.com

OR



Enquiries: 13 13 14
Lost/Stolen Cards: 1800 033 844

5-20

BUSINESS ADVANTAGE STATEMENT

Account Number 2931-56833

Transaction Details

Please retain this statement for taxation purposes

Date	Transaction Details	Withdrawals (\$)	Deposits (\$)	Balance (\$)
2021				
17 DEC	OPENING BALANCE			1,003,914.07
24 DEC	ANZ INTERNET BANKING BPAY TAX OFFICE PAYMENT {144446}	2,000.00		1,001,914.07
2022				
06 JAN	TRANSFER FROM SUPERCHOICE P/L PC040122-133319808		756.04	1,002,670.11
18 JAN	TRANSFER FROM AUSCOAST FIRE AUSCOAST FIRE		1,569.23	1,004,239.34
19 JAN	ACCOUNT SERVICING FEE	10.00		1,004,229.34
TOTALS AT END OF PAGE		\$2,010.00	\$2,325.27	
TOTALS AT END OF PERIOD		\$2,010.00	\$2,325.27	\$1,004,229.34

This Statement Includes

ANZ bank charges	\$10.00
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Fee Summary

Fees Charged for period: 18 DEC 2021 to 19 JAN 2022

Summary of ANZ Transaction Fees

	Transactions		Fee Per	Total
	Total	Free	Additional	Transaction
SERVICE FEES				
MONTHLY ACCOUNT SERVICE FEE				10.00
Total Account Service Fees				\$10.00
Total Bank Account Fees Charged				\$10.00

Please note: Overseas transaction fees, overseas ATM fees and non ANZ ATM operator fees not included**IMPORTANT INFORMATION****PLEASE CHECK THE ENTRIES AND CALL 13 13 14 REGARDING ANY ERRORS ON THIS STATEMENT.**

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S-21



BUSINESS ADVANTAGE STATEMENT

STATEMENT NUMBER 86
19 JANUARY 2022 TO 18 FEBRUARY 2022

THE TRUSTEE
MACKIE SUPERANNUATION FUND
192/135 LAKELANDS DR
MERRIMAC QLD 4226

WELCOME TO YOUR ANZ ACCOUNT AT A GLANCE

Account Details

MACKIE SUPER CO PTY LTD ATF MACKIE
SUPERANNUATION FUND

Branch Number (BSB)

014-536

Account Number

2931-56833

Account Descriptor

BUSINESS ADVANTAGE



NEED TO GET IN TOUCH?



ANZ Internet Banking
anz.com

OR



Enquiries: 13 13 14
Lost/Stolen Cards: 1800 033 844

5.22

BUSINESS ADVANTAGE STATEMENT

Account Number 2931-56833

Transaction Details

Please retain this statement for taxation purposes

Date	Transaction Details	Withdrawals (\$)	Deposits (\$)	Balance (\$)
2022				
19 JAN	OPENING BALANCE			1,004,229.34
09 FEB	TRANSFER FROM SUPERCHOICE P/L PC080222-164638379		604.83	1,004,834.17
14 FEB	TRANSFER FROM AUSCOAST FIRE AUSCOAST FIRE		1,218.00	1,006,052.17
18 FEB	ACCOUNT SERVICING FEE	10.00		1,006,042.17
	TOTALS AT END OF PAGE	\$10.00	\$1,822.83	
	TOTALS AT END OF PERIOD	\$10.00	\$1,822.83	\$1,006,042.17

This Statement Includes

ANZ bank charges	\$10.00
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Fee Summary

Fees Charged for period: 20 JAN 2022 to 18 FEB 2022

Summary of ANZ Transaction Fees

	Transactions		Fee Per Transaction (\$)	Total Charge (\$)
	Total	Free Additional		
SERVICE FEES				
MONTHLY ACCOUNT SERVICE FEE				10.00
Total Account Service Fees				\$10.00
Total Bank Account Fees Charged				\$10.00

Please note: Overseas transaction fees, overseas ATM fees and non ANZ ATM operator fees not included

IMPORTANT INFORMATION

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S-23



BUSINESS ADVANTAGE STATEMENT

STATEMENT NUMBER 87

18 FEBRUARY 2022 TO 18 MARCH 2022

THE TRUSTEE
MACKIE SUPERANNUATION FUND
192/135 LAKELANDS DR
MERRIMAC QLD 4226

WELCOME TO YOUR ANZ ACCOUNT AT A GLANCE

Account Details

MACKIE SUPER CO PTY LTD ATF MACKIE
SUPERANNUATION FUND

Branch Number (BSB)

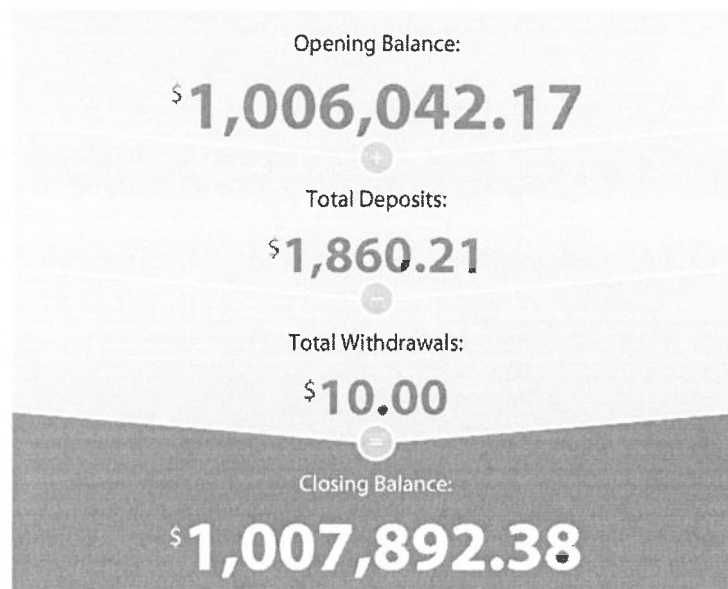
014-536

Account Number

2931-56833

Account Descriptor

BUSINESS ADVANTAGE



NEED TO GET IN TOUCH?



ANZ Internet Banking
anz.com

OR



Enquiries: 13 13 14
Lost/Stolen Cards: 1800 033 844

5.24

BUSINESS ADVANTAGE STATEMENT

Account Number 2931-56833

Transaction Details

Please retain this statement for taxation purposes

Date	Transaction Details	Withdrawals (\$)	Deposits (\$)	Balance (\$)
2022				
18 FEB	OPENING BALANCE			1,006,042.17
07 MAR	TRANSFER FROM SUPERCHOICE P/L PC010322-196104814		604.83	1,006,647.00
15 MAR	TRANSFER FROM AUSCOAST FIRE AUSCOAST FIRE		1,255.38	1,007,902.38
18 MAR	ACCOUNT SERVICING FEE	10.00		1,007,892.38
	TOTALS AT END OF PAGE	\$10.00	\$1,860.21	
	TOTALS AT END OF PERIOD	\$10.00	\$1,860.21	\$1,007,892.38

This Statement Includes

ANZ bank charges	\$10.00
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Fee Summary

Fees Charged for period: 19 FEB 2022 to 18 MAR 2022

Summary of ANZ Transaction Fees

	Transactions		Fee Per	Total
	Total	Free	Transaction (\$)	Charge (\$)
SERVICE FEES				
MONTHLY ACCOUNT SERVICE FEE				10.00
Total Account Service Fees				\$10.00
Total Bank Account Fees Charged				\$10.00

Please note: Overseas transaction fees, overseas ATM fees and non ANZ ATM operator fees not included

BUSINESS ADVANTAGE STATEMENT

Account Number 2931-56833

IMPORTANT INFORMATION

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- | | | |
|--|---|--|
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- | | |
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Web: www.afca.org.au</p> | <p>Write to: Australian Financial Complaints Authority Limited
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Melbourne VIC 3001</p> |
|--|--|

5-26



BUSINESS ADVANTAGE STATEMENT

STATEMENT NUMBER 88
18 MARCH 2022 TO 19 APRIL 2022

THE TRUSTEE
MACKIE SUPERANNUATION FUND
192/135 LAKELANDS DR
MERRIMAC QLD 4226

WELCOME TO YOUR ANZ ACCOUNT AT A GLANCE

Account Details

MACKIE SUPER CO PTY LTD ATF MACKIE
SUPERANNUATION FUND

Branch Number (BSB)

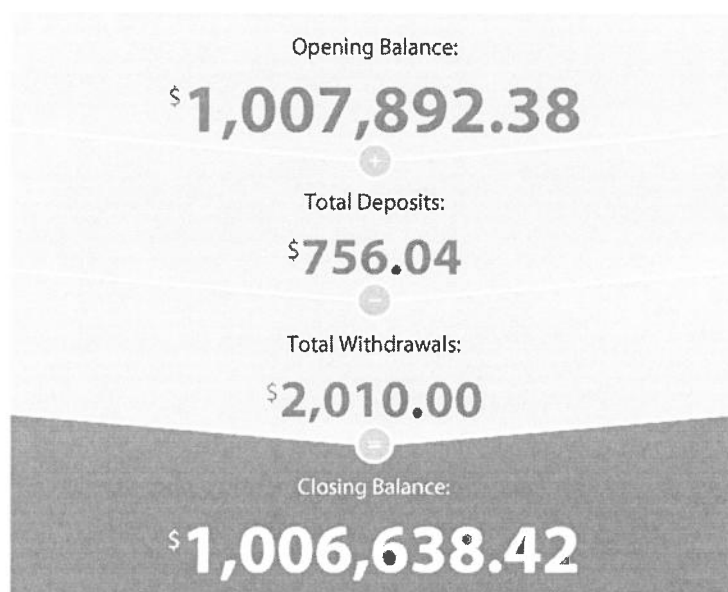
014-536

Account Number

2931-56833

Account Descriptor

BUSINESS ADVANTAGE



NEED TO GET IN TOUCH?



ANZ Internet Banking
anz.com

OR



Enquiries: 13 13 14
Lost/Stolen Cards: 1800 033 844

5.27

BUSINESS ADVANTAGE STATEMENT

Account Number 2931-56833

Transaction Details

Please retain this statement for taxation purposes

Date	Transaction Details	Withdrawals (\$)	Deposits (\$)	Balance (\$)
2022				
18 MAR	OPENING BALANCE			1,007,892.38
06 APR	TRANSFER FROM SUPERCHOICE P/L PC310322-184300125		756.04	1,008,648.42
06 APR	ANZ INTERNET BANKING BPAY TAX OFFICE PAYMENT {302509}	2,000.00		1,006,648.42
19 APR	ACCOUNT SERVICING FEE	10.00		1,006,638.42
	TOTALS AT END OF PAGE	\$2,010.00	\$756.04	
	TOTALS AT END OF PERIOD	\$2,010.00	\$756.04	\$1,006,638.42

This Statement Includes

ANZ bank charges	\$10.00
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Fee Summary

Fees Charged for period: 19 MAR 2022 to 19 APR 2022

Summary of ANZ Transaction Fees

	Transactions		Fee Per	Total
	Total	Free	Transaction	Charge
		Additional	(\$)	(\$)
SERVICE FEES				
MONTHLY ACCOUNT SERVICE FEE				10.00
Total Account Service Fees				\$10.00
Total Bank Account Fees Charged				\$10.00

Please note: Overseas transaction fees, overseas ATM fees and non ANZ ATM operator fees not included

BUSINESS ADVANTAGE STATEMENT

Account Number 2931-56833

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- | | | |
|--|---|--|
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- | | |
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Web: www.afca.org.au</p> | <p>Write to: Australian Financial Complaints Authority Limited
GPO Box 3,
Melbourne VIC 3001</p> |
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S-29



BUSINESS ADVANTAGE STATEMENT

STATEMENT NUMBER 89

19 APRIL 2022 TO 19 MAY 2022

THE TRUSTEE
MACKIE SUPERANNUATION FUND
192/135 LAKELANDS DR
MERRIMAC QLD 4226

WELCOME TO YOUR ANZ ACCOUNT AT A GLANCE

Account Details

MACKIE SUPER CO PTY LTD ATF MACKIE
SUPERANNUATION FUND

Branch Number (BSB)

014-536

Account Number

2931-56833

Account Descriptor

BUSINESS ADVANTAGE



NEED TO GET IN TOUCH?



ANZ Internet Banking
anz.com

OR



Enquiries: 13 13 14
Lost/Stolen Cards: 1800 033 844

5.30

BUSINESS ADVANTAGE STATEMENT

Account Number 2931-56833

Transaction Details

Please retain this statement for taxation purposes

Date	Transaction Details	Withdrawals (\$)	Deposits (\$)	Balance (\$)
2022				
19 APR	OPENING BALANCE			1,006,638.42
26 APR	TRANSFER FROM AUSCOAST FIRE AUSCOAST FIRE		1,569.22	1,008,207.64
04 MAY	TRANSFER FROM SUPERCHOICE P/L PC270422-184531538		604.83	1,008,812.47
09 MAY	ANZ MOBILE BANKING PAYMENT 322219 TO KARINGAL SANDS EFFECTIVE DATE 08 MAY 2022	14,570.80		994,241.67
17 MAY	TRANSFER FROM AUSCOAST FIRE AUSCOAST FIRE		1,255.38	995,497.05
19 MAY	ACCOUNT SERVICING FEE	10.00		995,487.05
TOTALS AT END OF PAGE		\$14,580.80	\$3,429.43	
TOTALS AT END OF PERIOD		\$14,580.80	\$3,429.43	\$995,487.05

This Statement Includes

ANZ bank charges	\$10.00
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Fee Summary

Fees Charged for period: 20 APR 2022 to 19 MAY 2022

Summary of ANZ Transaction Fees

	Transactions		Fee Per	Total
	Total	Free	Transaction (\$)	Charge (\$)
SERVICE FEES				
MONTHLY ACCOUNT SERVICE FEE				10.00
Total Account Service Fees				\$10.00
Total Bank Account Fees Charged				\$10.00

Please note: Overseas transaction fees, overseas ATM fees and non ANZ ATM operator fees not included

BUSINESS ADVANTAGE STATEMENT

Account Number 2931-56833

IMPORTANT INFORMATION

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South Melbourne VIC 3205
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Web: www.afca.org.au</p> | <p>Write to: Australian Financial Complaints Authority Limited
GPO Box 3,
Melbourne VIC 3001</p> |
|--|--|

5-32



BUSINESS ADVANTAGE STATEMENT

STATEMENT NUMBER 90

19 MAY 2022 TO 17 JUNE 2022

THE TRUSTEE
MACKIE SUPERANNUATION FUND
192/135 LAKELANDS DR
MERRIMAC QLD 4226

WELCOME TO YOUR ANZ ACCOUNT AT A GLANCE

Account Details

MACKIE SUPER CO PTY LTD ATF MACKIE
SUPERANNUATION FUND

Branch Number (BSB)

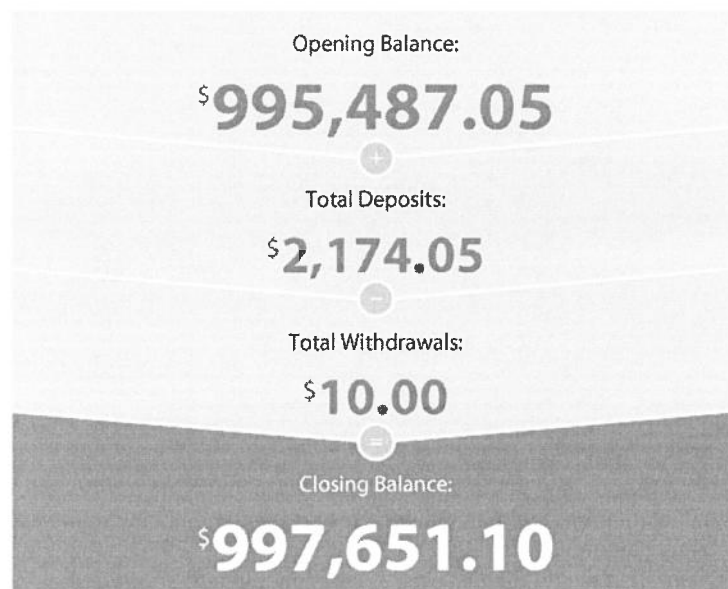
014-536

Account Number

2931-56833

Account Descriptor

BUSINESS ADVANTAGE



NEED TO GET IN TOUCH?



ANZ Internet Banking
anz.com

OR



Enquiries: 13 13 14
Lost/Stolen Cards: 1800 033 844

5.33

BUSINESS ADVANTAGE STATEMENT

Account Number 2931-56833

Transaction Details

Please retain this statement for taxation purposes

Date	Transaction Details	Withdrawals (\$)	Deposits (\$)	Balance (\$)
2022				
19 MAY	OPENING BALANCE			995,487.05
07 JUN	TRANSFER FROM SUPERCHOICE P/L PC010622-147870001		604.83	996,091.88
14 JUN	TRANSFER FROM AUSCOAST FIRE AUSCOAST FIRE		1,569.22	997,661.10
17 JUN	ACCOUNT SERVICING FEE	10.00		997,651.10
	TOTALS AT END OF PAGE	\$10.00	\$2,174.05	
	TOTALS AT END OF PERIOD	\$10.00	\$2,174.05	\$997,651.10

This Statement Includes

ANZ bank charges	\$10.00
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Fee Summary

Fees Charged for period: 20 MAY 2022 to 17 JUN 2022

Summary of ANZ Transaction Fees

	Transactions		Fee Per Transaction (\$)	Total Charge (\$)
	Total	Free Additional		
SERVICE FEES				
MONTHLY ACCOUNT SERVICE FEE				10.00
Total Account Service Fees				\$10.00
Total Bank Account Fees Charged				\$10.00

Please note: Overseas transaction fees, overseas ATM fees and non ANZ ATM operator fees not included

BUSINESS ADVANTAGE STATEMENT

Account Number 2931-56833

IMPORTANT INFORMATION

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Web: www.afca.org.au</p> | <p>Write to: Australian Financial Complaints Authority Limited
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Melbourne VIC 3001</p> |
|--|--|

5-35



BUSINESS ADVANTAGE STATEMENT

STATEMENT NUMBER 91
17 JUNE 2022 TO 19 JULY 2022

THE TRUSTEE
MACKIE SUPERANNUATION FUND
192/135 LAKELANDS DR
MERRIMAC QLD 4226

WELCOME TO YOUR ANZ ACCOUNT AT A GLANCE

Account Details

MACKIE SUPER CO PTY LTD ATF MACKIE
SUPERANNUATION FUND

Branch Number (BSB)

014-536

Account Number

2931-56833

Account Descriptor

BUSINESS ADVANTAGE



NEED TO GET IN TOUCH?



ANZ Internet Banking
anz.com

OR



Enquiries: 13 13 14
Lost/Stolen Cards: 1800 033 844

5.36

BUSINESS ADVANTAGE STATEMENT

Account Number 2931-56833

Transaction Details

Please retain this statement for taxation purposes

Date	Transaction Details	Withdrawals (\$)	Deposits (\$)	Balance (\$)
2022				
17 JUN	OPENING BALANCE			997,651.10
27 JUN	TRANSFER FROM AUSCOAST FIRE HAYDN MACKIE		10,000.00	1,007,651.10
01 JUL	TRANSFER FROM SUPERCHOICE P/L PC270622-133718179		604.83	1,008,255.93
04 JUL	ANZ INTERNET BANKING BPAY TAX OFFICE PAYMENT {093562}	2,000.00		1,006,255.93
05 JUL	TRANSFER FROM SUPERCHOICE P/L PC290622-193153367		151.21	1,006,407.14
14 JUL	TRANSFER FROM AUSCOAST FIRE AUSCOAST FIRE		1,068.46	1,007,475.60
19 JUL	ACCOUNT SERVICING FEE	10.00		1,007,465.60
	TOTALS AT END OF PAGE	\$2,010.00	\$11,824.50	
	TOTALS AT END OF PERIOD	\$2,010.00	\$11,824.50	\$1,007,465.60

This Statement Includes

ANZ bank charges	\$10.00
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Yearly Summary

Previous Year to 30/06/2022 (\$)

Fees Charged

ANZ bank account fee	120.00
Total	\$120.00

Fee Summary

Fees Charged for period: 18 JUN 2022 to 19 JUL 2022

Summary of ANZ Transaction Fees

	Transactions		Fee Per Transaction (\$)	Total Charge (\$)
	Total	Free Additional		
SERVICE FEES				
MONTHLY ACCOUNT SERVICE FEE				10.00
Total Account Service Fees				\$10.00
Total Bank Account Fees Charged				\$10.00

Please note: Overseas transaction fees, overseas ATM fees and non ANZ ATM operator fees not included

BUSINESS ADVANTAGE STATEMENT

Account Number 2931-56833

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Locked Bag 4050,
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Melbourne VIC 3001</p> |
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6.1



ANZ BUSINESS ESSENTIALS STATEMENT

STATEMENT NUMBER 54

18 JUNE 2021 TO 17 DECEMBER 2021

THE TRUSTEE
MACKIE SUPERANNUATION FUND
192/135 LAKELANDS DR
MERRIMAC QLD 4226

WELCOME TO YOUR ANZ ACCOUNT AT A GLANCE

Account Details

MACKIE SUPER CO PTY LTD ATF MACKIE
SUPERANNUATION FUND

Branch Number (BSB)

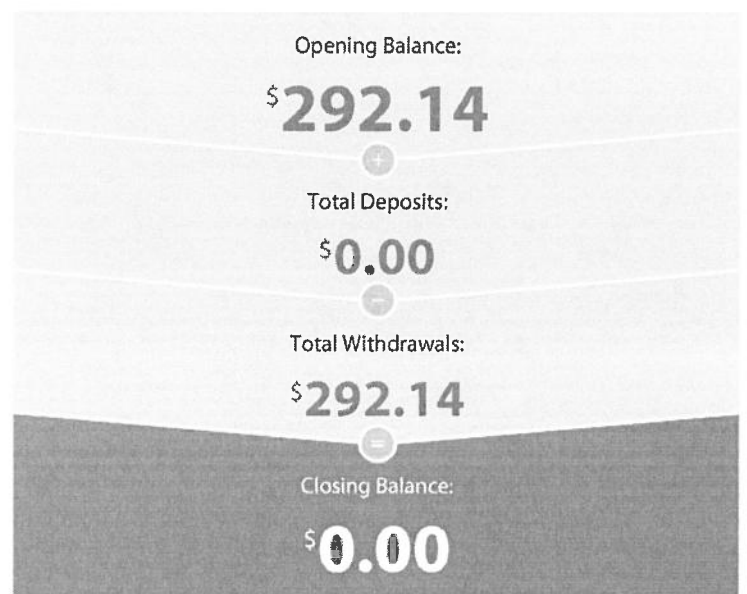
014-536

Account Number

2931-56817

Account Descriptor

BUSINESS SAVER



NEED TO GET IN TOUCH?



ANZ Internet Banking
anz.com

OR



Enquiries: 13 13 14
Lost/Stolen Cards: 1800 033 844

6-2

ANZ BUSINESS ESSENTIALS STATEMENT

Account Number 2931-56817

Transaction Details

Please retain this statement for taxation purposes

Date	Transaction Details	Withdrawals (\$)	Deposits (\$)	Balance (\$)
2021				
18 JUN	OPENING BALANCE			292.14
29 JUL	ANZ INTERNET BANKING FUNDS TFER TRANSFER 436618 TO 014536293156833	292.14		
	TOTALS AT END OF PAGE	\$292.14	\$0.00	
	TOTALS AT END OF PERIOD	\$292.14	\$0.00	\$0.00

Fee Summary

Fees Charged for period: 01 JUL 2021 to 30 JUL 2021

Summary of ANZ Transaction Fees

	Transactions		Fee Per Transaction (\$)	Total Charge (\$)
	Total	Free Additional		
Transaction Fees				
INTERNET/ONLINE WDL	1.00	1.00	0.60	0.00
Total Transaction Fees Charged				\$0.00

Please note: Overseas transaction fees, overseas ATM fees and non ANZ ATM operator fees not included

Please note: Your fee cycle may not always reconcile with your statement cycle. This statement date ends on 17/12/21 and the monthly fee cycle, as appears above, ended on 30/07/21.

Summary of Relationship Benefit for this account Amount (\$)

Your Relationship Benefit **0.60**

This is made up of:

Value of Free Transactions 0.60

IMPORTANT INFORMATION

PLEASE CHECK THE ENTRIES AND CALL 13 13 14 REGARDING ANY ERRORS ON THIS STATEMENT.

All entries generated are subject to authorisation and verification and if necessary, adjustments will appear on a later statement.

If you have a complaint or unresolved issue with ANZ's product or service please call our National Feedback Line **1800 805 154** and advise us. Further information in relation to ANZ's dispute resolution process and this product (including details of benefits or fees and charges) is available on request and you can access this information by reviewing the Terms and Conditions, and Fees and Charges brochures which can be found at www.anz.com or by calling **13 13 14**.

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ANZ BUSINESS ESSENTIALS STATEMENT

STATEMENT NUMBER 55
17 DECEMBER 2021 TO 17 JUNE 2022

THE TRUSTEE
MACKIE SUPERANNUATION FUND
192/135 LAKELANDS DR
MERRIMAC QLD 4226

↙
See client
email
@ 6-5

WELCOME TO YOUR ANZ ACCOUNT AT A GLANCE

Account Details

MACKIE SUPER CO PTY LTD ATF MACKIE
SUPERANNUATION FUND

Branch Number (BSB)

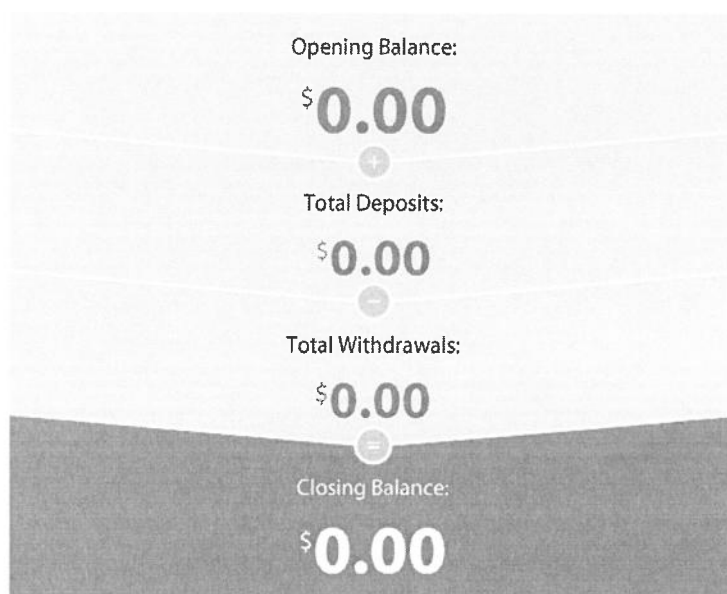
014-536

Account Number

2931-56817

Account Descriptor

BUSINESS SAVER



NEED TO GET IN TOUCH?



ANZ Internet Banking
anz.com

OR



Enquiries: 13 13 14
Lost/Stolen Cards: 1800 033 844

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ANZ BUSINESS ESSENTIALS STATEMENT[®]

Account Number 2931-56817

Transaction Details

Please retain this statement for taxation purposes

Date	Transaction Details	Withdrawals (\$)	Deposits (\$)	Balance (\$)
2021				
17 DEC	OPENING BALANCE			0.00
	TOTALS AT END OF PAGE	\$0.00	\$0.00	
	TOTALS AT END OF PERIOD	\$0.00	\$0.00	\$0.00

IMPORTANT INFORMATION

PLEASE CHECK THE ENTRIES AND CALL 13 13 14 REGARDING ANY ERRORS ON THIS STATEMENT.

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Further information in relation to this product (including details of benefits or fees and charges) is available on request and you can access this information by reviewing the Terms and Conditions, and Fees and Charges brochures which can be found at anz.com or by calling 13 13 14.

If you have a complaint about an ANZ product or service, please contact us and we will try to resolve the issue as quickly as possible. Our customer complaints guide is available at <https://www.anz.com.au/support/contact-us/compliments-suggestions-complaints/>, alternatively you may wish to:

- Call us:**
- General enquiries **13 13 14**
 - If you're overseas **+61 3 9683 9999**
 - ANZ Complaint Resolution Team on **1800 805 154**
 - If you're deaf, hard of hearing and/or have a speech impairment, call **133 677** or visit the **National Relay Service** at: <https://nrschat.nrsccall.gov.au/nrs/internetrelay>

Write to us: ANZ Complaint Resolution Team
 Locked Bag 4050,
 South Melbourne VIC 3205
 or **ANZ online complaints form:**

<https://www.anz.com.au/support/contact-us/compliments-suggestions-complaints/feedback/>

Visit us: At your nearest ANZ branch.
 If you have a Relationship Manager, please feel free to contact them.

If an issue has not been resolved to your satisfaction, you can lodge a complaint with the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers.

Call: 1800 931 678 (free call within Australia), or +61 1800 931 678 (International)
Write to: Australian Financial Complaints Authority Limited
 GPO Box 3,
 Melbourne VIC 3001

Online: Email: info@afca.org.au
 Web: www.afca.org.au

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Leeza Cox

From: Chantelle Mackie <chantelle@auscoastfire.com.au>
Sent: Monday, 19 December 2022 3:38 PM
To: Leeza Cox
Subject: Re: FW: Mackie Super Fund - 2022 tax queries
Attachments: Statement 91.pdf; Client Care, Costs and Retainer for Purchase.pdf; Minutes no change to Investment_Strategy.docx.pdf

Hi Leeza

Please see attached statement as requested . Sorry I must have missed that one.

Account # 56817 . I have sent you the statements that I have received online, however no further transactions have been recorded to date, therefore it is not allowing me to even do a screen print.

I have attached the letter received from Ted Legal that requests we pay a \$600 deposit for their services. As I have been using Heather from Ted Legal for many years , she only requires us to pay \$500 deposit . This is all I have for you! (sorry)

Enjoy the last few days and wish you a Merry Christmas. 🎄

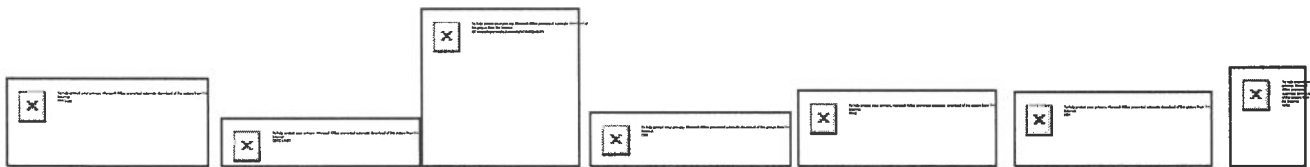
Kind Regards

Chantelle Mackie



ADVICE | DESIGN | INSTALL | MAINTAIN
 T: 07 5596 1270 M: 0420 37 1065 AH: 1800 AFS QLD
 E: chantelle@auscoastfire.com.au

A: 1/105 Spencer Road Carrara 4211
 W: auscoastfire.com.au L:
 BSA: 1114544 | ABN: 91 123 601 276



On Mon, 19 Dec 2022 at 08:55, Leeza Cox <Leeza@simmonsivingstone.com.au> wrote:

Hi Chantelle

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Mackie Superannuation Fund General Ledger



As at 30 June 2022

Transaction Date	Description	Units	Debit	Credit	Balance \$
Real Estate Properties (Australian - Residential) (77200)					
<u>Lot 302/65 Esplanade, Golden Beach QLD, Australia (AUSCFS1LOT302)</u>					
05/11/2021	ANZ INTERNET BANKING PAYMENT 773676 TO PACIFIC LAW PTY LTD	1.00	5,000.00	7-2 + 7-21	5,000.00 DR
25/11/2021	ANZ MOBILE BANKING PAYMENT 701833 TO TED LEGAL PTY LTD TRUST ACC	0.00	500.00	7-3	5,500.00 DR
30/11/2021	PAYMENT REF PICAUAUX0005395 TO PACIFIC LAW PTY LTD FEE AUD28	0.00	107,528.00	7-21	113,028.00 DR
09/05/2022	ANZ MOBILE BANKING PAYMENT 322219 TO KARINGAL SANDS EFFECTIVE DATE 08 MAY 2022	0.00	14,570.80	7-18	127,598.80 DR
		1.00	127,598.80		127,598.80 DR
Total Debits:			127,598.80		
Total Credits:			0.00		



Lodgement Receipt - Pay Anyone

Date: 05/11/2021

From account:

From: Super Main Account
Your/business name: Mackie Super Co

Payment details:

Account name: Pacific Law Pty Ltd
BSB: 064420
Account number: 11114546
Reference: Lot 302 Karingal Sands Chellia
Message: Mackie Super Co
Amount: \$5,000.00

Transfer details:

Transfer instructions: Pay no earlier than 05/11/2021
Lodgement number: 1901976158
(FOR ENQUIRIES)
Receipt number: 773676

IMPORTANT INFORMATION

This is your lodgement receipt confirming your transfer has been lodged for processing by us. When the payee's account will be credited will depend on the policy and systems of the payee's bank.

If you made a future-dated payment, please log on to ANZ Internet Banking after the nominated payment date to confirm that your payment was processed and obtain your receipt number.

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Leeza Cox

From: Chantelle Mackie <chantelle@auscoastfire.com.au>
Sent: Monday, 19 December 2022 3:38 PM
To: Leeza Cox
Subject: Re: FW: Mackie Super Fund - 2022 tax queries
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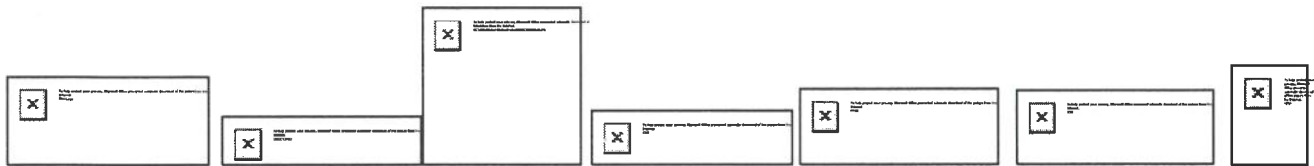
Kind Regards

Chantelle Mackie



ADVICE | DESIGN | INSTALL | MAINTAIN
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A: 1/105 Spencer Road Carrara 4211
 W: auscoastfire.com.au L:
 BSA: 1114544 | ABN: 91 123 601 276



On Mon, 19 Dec 2022 at 08:55, Leeza Cox <Leeza@simmonsivingstone.com.au> wrote:

Hi Chantelle



Ted Legal Pty Ltd A.C.N 158 970 604
(Incorporating the practice of Bugden Lawyers Pty Ltd)
Suite 3, Level 1
12-14 Albert Avenue BROADBEACH QLD 4218
PO Box 9170 Gold Coast MC 9726
Telephone: 07 5657 8919
Facsimile: 07 5538 1909
reception@tedlegal.com.au

Liability limited by a scheme approved under professional standards legislation.

MACKIE SUPER CO PTY LTD AS TRUSTEE FOR MACKIE SUPERANNUATION FUND
PURCHASE FROM CHELLIA PTY LTD
PROPERTY: PROPOSED LOT 302 65 ESPLANADE , GOLDEN BEACH, QUEENSLAND
4551

DOCUMENT CHECKLIST

File NO: DMB:BJ:211695

PLEASE RETURN:

- Completed and signed Questionnaire
Signed Costs Agreement and Important Notice to Clients, Client Care Policy, Signed Ted Legal Responsibility for Buyers in Queensland ("Our Retainer")
Completed Search Buyers Enquiry Checklist
Certified Identification ie. Passport and Driver's Licences

PLEASE ANSWER:

The property will be - My/Our First Principal Place of Residence
My/Our Principal Place of Residence
My/Our Investment

PLEASE ATTACH:

- Cheque drawn in favour of Ted Legal Pty Ltd Trust Account for the sum of \$600.00 in payment of searches.

OR

- I deposited the sum of \$600.00 in payment of searches directly into Ted Legal' Trust Account on ___/___/___ with reference _____.

Trust Account Details: Ted Legal Pty Ltd Law Practice Trust Account
Bank: Westpac Bank, Southport
BSB: 034 215
Account No: 561 513
Ref: 211695

*Ted Legal are unable to commence searches on the property until this payment has been received.

Please return this checklist with the above documents as soon as possible to:
Ted Legal Pty Ltd

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PO Box 9170
Gold Coast Mail Centre Qld 9726

TED LEGAL

Client Care Policy

TED LEGAL

Level 1,12-14 Albert Avenue

Broadbeach Qld 4218

Phone: 07 5657 8919

Fax: 07 5538 1909

E-mail: reception@tedlegal.com.au

Client Care Policy

Ted Legal

Business Hours

Ted Legal is open for business during normal hours of 8.30am to 5pm Monday through to Friday. The Firm is also known for its service to clients out of normal business hours should some urgent need require.

Our Costing Structure

Ted Legal' policy is to keep costs to a minimum without sacrificing quality of service. We also have an open policy in terms of costs. Wherever possible, costs are estimated and a fixed scale is provided and adhered to.

Scale of Items and Charges

In line with the recommendations of the Queensland Law Society Incorporated with respect to the minimum allowances for itemized Bills of Costs together with allowances for care, consideration, skill, responsibility and urgency, the Firm will calculate and levy charges in short form (although you may request in writing that the same be itemized) according to the particulars, provided in advance. Wherever possible, likely costs and applicable disbursements are indicated for budgeting purposes. Written retainers are mandatory under Queensland law for transactions where professional costs exceed AUD\$1,500.00. Goods and Services Tax is applicable as set out below:

"GST Legislation" means A New Tax System (Goods and Services Tax) Act 1999 and supporting and associated legislation, any other Bill or Act imposing a goods and services tax or other similar tax and any amendment of any of them from time to time.

"GST", "Input Tax Credit" and "Taxable Supply" have the meanings given to those terms by GST Legislation, or where not so specifically defined have the meaning given to any similar terms used in GST Legislation.

All payments to be made to the Firm for the supply of services under this agreement on or after 1 July, 2000 are calculated without regard to GST.

If any such payment referred to in the last preceding sub-clause is for a Taxable Supply by the Supplier, the amount of the payment must be increased by such amount if any as is necessary such that, upon taking into account:

- (a) payment by the Supplier of GST imposed on the Taxable Supply;
- (b) any Input Tax Credits;
- (c) any reduction in wholesale sales tax;
- (d) any reduction in prices of supplies to the Supplier as are reasonably attributable to any reduction in wholesale sales tax on such supplies;
- (e) any costs of complying with the GST Legislation;

(to the extent that all such matters are reasonably attributable to the Taxable Supply), the net amount remaining available to the Firm equals the amount of the payment that would have been made by the client under the Agreement but for the provisions of this clause.

It is the intent of the provisions of this clause that the client bears the cost of GST without any detrimental reduction in payments receivable by the Firm.

The Firm and the Client shall negotiate in good faith on the amount of such adjustment, and if we cannot agree, the amount of the adjustment shall be determined by an expert:

- (a) who is appointed by both parties (and if they cannot agree within 21 days of one party proposing an expert to the other, who is nominated by the President of the Queensland Law Society);
- (b) who must give a decision in writing;
- (c) who acts as an expert and not as an arbitrator;
- (d) whose decision is final and binding on the parties; and
- (e) whose costs will be shared equally by the parties.

Accounts are normally delivered in final form on or before and for payment immediately upon completion of your matter. If you have borrowed or otherwise placed funds in our Trust Account for you, then the Account shall reflect satisfaction from this source. Any balance left outstanding is immediately due and payable unless the Principal has agreed in writing to extend such time according to such terms and conditions as the payment of interest which may be specified.

Client Care Policy

The Firm has embraced the Queensland Law Society's policy of "Client Care" and that material, together with any material specific to the Retainer which you have given to this Firm are attached.

We have attached to this Profile, a document headed "Important Notice to Client" dealing with issues relating to costs and the issue of Complaints about this Firm to the Queensland Law Society. We like to address client concerns with us directly, however, a mechanism exists for clients to speak with a Solicitor external to the Firm and ultimately, the Queensland Law Society if you remain unsatisfied.

We hope that this will not occur. However, the documents detail in full the rights and obligations in this regard. We ask every new client to read all this thoroughly before executing and returning to us our copy of the Client Agreement, a copy of which appears at the end of this material, to confirm the Agreement pursuant to which we would henceforth conduct the relevant legal work.

Privacy Policy

The Firm recognizes that your privacy is of the utmost importance. The Firm is bound by and committed to supporting the National Privacy Principles (NPP) set out in the Privacy Amendment (Private Sector) Act 2001. Our privacy policy is attached.

Professional Indemnity Insurance

Whilst one we trust that a mistake will never be made, the Firm does maintain a Professional Indemnity Policy satisfying Law Society requirements.

Getting the Best From Us – A Guide For Our Clients

1. **Your instructions to us are being looked after by:**

Dwane Bugden is the Principal of the Firm and staff under his supervision. If Dwane Bugden is unavailable one of our support staff will be pleased to take a message for you.

2. **Office hours:**
Our offices are open from 8.30am to 5pm each weekday.
3. **Our service to you:**
Our aim is to exceed the standard of service set by the Queensland Law Society and what you reasonably require of us in an expedient and cost effective way. On conveyancing matters Ted Legal have adopted the Conveyancing Protocol endorsed by the Law Society.
4. **Costs:**
Costs will be determined according to the Scale of Items Charges detailed in the attached Client Agreement and/or Costs Schedule and where possible an estimate of costs and disbursements will be made.
5. **How you can help us:**
 - (a) Give us clear instructions;
 - (b) Tell us if you have any important time limits;
 - (c) Tell us if you have changed address;
 - (d) Make sure we have understood each other correctly – ask us if you are unsure about anything;
 - (e) Deal with any important questions that arise promptly;
 - (f) Keep in regular touch. Don't hesitate to ask for a progress report if you are worried
about anything or do not hear from us when you expect to.
6. **If you are concerned about the way your matter is being handled:**
 - (a) Tell us if you feel that you are not receiving the service you hoped for. We want to know if you are concerned about the way your matter is being handled. We can try to put it right and will look into it promptly and thoroughly;
 - (b) Mention it first to the person looking after your matter and/or Dwane Bugden who will investigate and contact you to talk about the problem. This will be at no extra cost to you.
7. **Conflicts of interest**
 1. Upon opening each new file, we undertake internal searches to determine whether we may have a conflict of interest, that is, to determine whether we have acted or are currently acting for the other party to your matter.
 2. If we discover a conflict, we may need to terminate this agreement.
 3. You agree that we need not disclose to you any information that we acquire in the course of acting for our other clients (including information contained in conflict searches conducted on behalf of those clients).
8. **Retention of your documents**
We will, on completion of your matter, retain any papers to which you are entitled, but choose to leave in our possession (except documents deposited in safe custody) for no more than 7 years and on the basis that we have your

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authority to destroy the file 7 years after the date of our final account is rendered to you in the relevant matter.

CLIENT CARE – QUEENSLAND LAW SOCIETY

TED LEGAL
Level 1
12-14 Albert Avenue
Broadbeach Qld 4218
Phone: 07 5657 8919
Fax: 07 5538 1909
PO Box 9170 Gold Coast MC Qld 9726

Client Agreement

BETWEEN: TED LEGAL (the Firm)

AND: **Mackie Super Co Pty Ltd as trustee for Mackie Superannuation Fund** (the Client)

The Legal Profession Act requires that a written agreement be entered into setting out the work that the Firm is to perform for the Client and how the Firm will charge the Firm's fees and costs to the Client.

1. THE WORK

Pursuant to the information and instructions provided by the Client, the Firm will perform the following work : *As set out in the Retainer sent to you and attached.*

These are the Client's instructions as understood by the Firm. The Client should immediately contact the Firm if the Firm has misunderstood the Client's instructions.

2. PERSONS WHO WILL PERFORM THE WORK

Partner: Dwane Bugden

Associate:

Solicitor: Biannca Johnson

Law Clerk:

Para-Lega Heather Smith (Paralegal)

Legal Secretary: Tori Dellaway (Assistant)

Consultant:

From time to time it may be necessary to utilise the skills of other members of the Firm and the Client will be notified of this.

The Client should contact the firm with any queries regarding the work but if the Client has any concerns about the performance of the work Dwane Bugden should be contacted.

3. FEES – HOW CALCULATED

i. Fixed fee:

For all professional work undertaken by the Firm from the date of this Agreement to completion of the work set out in Clause 1 – as per the Costs Schedule attached. This is based on the Costs Structure we have given to you. (This amount does not include Costs – see Clause 4 below.)

4. COSTS

In addition to the professional fees set out in Clause 3, the Client will pay all costs properly incurred by the Firm. These will include:

i. Services the Firm (or an associated company) uses or supplies on the Client's behalf as follows:

eg photocopying @ 50c per page, facsimile @ 50c per page

- ii. Costs to be incurred on the Client's behalf:

This may include: barrister's fee, search fees, courier fees, the cost of expert consultants, reports, telephone charges, filing and lodgement fees, banking charges, government revenue charges, postage, process servers and investigators, agents' fees including interstate lawyers, external consultants, travel.

5. EXTRAORDINARY ITEMS

Extraordinary items of work not normally done for similar work must be expressly approved by the Client. The Client acknowledges that the charges for such items may not be recoverable from another party to the action or transaction. These extra charges may relate to extension requests, breaches of contract or additional work undertaken outside the normal scope of works, the Retainer.

6. ACCOUNTS

- i. All accounts submitted by the Firm to the Client will be in short form. You may request a detailed account.
- ii. Accounts will be issued upon completion of the matter.
- iii. Accounts will be paid on completion of the matter.

7. AMENDMENT OF THIS AGREEMENT

Any amendments to this Agreement must be made in writing.

8. CHANGE OF SOLICITOR OR FIRM

- i. The Client may change solicitor or firm at any time.
- ii. The Client must give the Firm notice of the change to a new solicitor or firm.
- iii. The Firm may charge the Client for fees and costs incurred up to the time when the notice is given to the Firm.
- iv. The Firm may retain the Client's file until all fees and costs are paid.

9. TERMINATION OF THIS AGREEMENT

- i. The Client may terminate this Agreement and withdraw its instructions at any time and for any reason.
- ii. The Firm may terminate this Agreement and cease to act for the Client for lawful cause or if the Client:
 - (a) breaches the Agreement or is rude and abusive to the Firm's staff
 - (b) requires the Firm to act unlawfully or unethically;
 - (c) fails to give the Firm adequate instructions;
 - (d) indicates that the Client has lost confidence in the Firm;
 - (e) fails to pay for any accounts pursuant to Clause 6 or to provide money to be paid into trust as may be required; or

- (f) loses legal capacity.
- iii. The Firm will give to the Client reasonable notice of its intention to terminate this Agreement.
- iv. If this Agreement is terminated by the Firm or by the Client, the Firm is entitled to all outstanding fees and costs up to the termination and will be entitled to retain possession of the Client's file until payment of those fees and costs.

10. DUTIES

i. The Firm's duties:

- (a) The Firm will carry out the work required with professional skill and diligence.
- (b) The Firm will, as far as is reasonable, keep the Client informed of the progress of the matter.

ii. The Client's duties:

- (a) The Client will make reasonable efforts to be available to give the Firm instructions in relation to the work to be carried out.
- (b) When the Client anticipates being absent from its residence or business during a time when instructions will need to be given to the Firm, the Client will make arrangements to enable contact between them.

11. QUALIFIED ADVICE

From time to time the advice given by the Firm to the Client will be based on assumptions and/or qualifications and those assumptions and/or qualifications will be set out in the advice.

The Firm will not be liable for any part of the Firm's advice that is conditional upon any of those assumptions in circumstances where further information or events make any part of the Firm's advice incorrect.

12. INDEPENDENT ADVICE

The Client has been informed that it should seek independent advice in relation to this Agreement.

13. ACKNOWLEDGMENT

- i. The Client has read, understands and agrees to be bound by the terms of this Agreement.
- ii. Prior to entering into this Agreement the Client has read and understands the information contained in the Important Notice to Client, a copy of which is **attached**.
- iii. The Client has received and will retain its own copies of this Agreement and the Important Notice to Client.
- iv. You accept the terms of this agreement by either signing and returning it to us or providing us with further instructions and allowing us to continue to act.

Important Notice to Client

TO: Mackie Super Co Pty Ltd as trustee for Mackie Superannuation Fund

Pursuant to Legal Profession Act

Who to contact if there are problems

1. You may contact the Queensland Law Society if you have a complaint about the fees and costs charged or the work performed by your solicitor or firm.
2. Please find the phone number and postal address for the Queensland Law Society following:

Phone: (07) 3842 5888
 Postal Address: GPO Box 1785
 Brisbane Qld 4001

Client able to negotiate agreement and get legal advice

3. You have the right to negotiate this client agreement with your solicitor or firm before you sign it.
4. You may obtain independent legal advice before signing this client agreement.

Client able to change solicitor or firm

5. You may change solicitor or firm at any time even if this client agreement says otherwise.
6. If you change solicitor or firm, it is important for you to give your original solicitor or firm notice of the change as your original solicitor or firm may charge and recover fees and costs from you for work done before notice is given.
7. Your original solicitor or firm may keep your file until you pay all fees and costs or reach an agreement about paying them.

Agreement about who will do legal work

8. This client agreement must state the names and status (for example, partner/associate/employed solicitor/articled clerk/para-legal/consultant) of the people who will do legal work for you.

Agreement about fees and costs payable for work

9. This client agreement is the basis for determining how much you pay for the work done by your solicitor or firm.
10. A client agreement may set a lump sum amount for fees and costs.
11. Otherwise, the client agreement must state the basis on which fees and costs will be calculated (whether or not including a lump sum) and give either –
 - an estimate of the total amount of fees and costs likely to be payable for the work; or
 - if it is not reasonably practicable to estimate the total amount of fees and costs likely to be payable for the work – a range of estimates of the total amount of fees and costs likely to be payable for the work and an explanation of the significant variables that will affect the calculation of the amount.
12. However, your solicitor or firm is not bound by the estimate or range of estimates given in this client agreement.
13. Extraordinary items of work not normally done for similar work must be expressly approved by you even if this client agreement says otherwise.
14. Clause 13 has no application if this client agreement sets a lump sum amount only for fees and costs.

Agreement about type and frequency of accounts

15. An account from your solicitor or firm must be in the form agreed to in this client agreement or must clearly set out all items of work done for you and the amount charged for each item.
16. If a form of account is agreed to, it must be a form resulting in the inclusion in each account of sufficient details of the work done to allow you to decide whether the fees and costs in the account are reasonable.
17. This client agreement should state the intervals for giving you accounts.

Advice if work includes litigation

18. If the work involves or is likely to involve litigation, this client agreement must include an explanation and estimate of the range of costs you may recover from another party if you are successful or you may be required to pay the other party if you are not successful.
19. Also, if your solicitor agrees to do the work on a speculative basis, this client agreement must include the terms and conditions on which fees and costs become payable by you.

Agreement may be amended

20. This agreement may be amended if you and your solicitor or firm agree to the changes in writing.

Challenging the amount of an account

21. You may formally challenge the amount of an account by applying to the Solicitors Complaints Tribunal for the appointment of a costs assessor to assess the account.
22. If you do this, you can not subsequently challenge the validity or enforceability of this client agreement.
23. This means that before applying for the appointment of a costs assessor, you should consider, and, if necessary obtain advice about, whether there are grounds for challenging the validity or enforceability of this agreement.

When client may be sued for outstanding fees or costs

24. Generally, before your solicitor or firm may sue you for outstanding fees or costs, more than one month must have passed from the time you were given the account.
25. However, your solicitor or firm may ask the court for permission to sue before that time.

Can a client be sued for outstanding fees or costs if the client has applied to the Solicitors Complaints Tribunal for an assessment?

26. Generally, your solicitor or firm may not sue you for an outstanding account if you have applied to the Solicitors Complaints Tribunal for the appointment of a costs assessor to assess the account and the assessment has not concluded.
27. However, your solicitor or firm may ask the court for permission to sue.

Other remedies

28. You may have other remedies against your solicitor or firm concerning this Agreement or the work done under it.
29. You may obtain independent legal advice about the remedies available.

**DETAILS OF THE FEES TO BE INCURRED IN ACQUIRING RESIDENTIAL
PROPERTY**

SOLICITOR'S PROFESSIONAL FEES

<p>STAGE 1 – INITIAL CONTRACT ADMINISTRATION Client interview, review of Contract's terms and conditions, Initial correspondence, processing of initial deposit, supervision of "cooling off period", finance/building and pest and any Special Condition provisions in the Contract of Sale.</p>	\$600 plus GST
<p>STAGE 2 – CONVEYANCE/PURCHASE OF PROPERTY Including investigation of title, searches, attendances, preparation and perusal of transfer documentation, correspondence, general liaising with your financiers/brokers re approval, mortgage documents and settlement, telephone conferences, all arrangements and calculations for settlement and all other matters necessary to complete the transaction.</p>	\$600 plus GST
<p><u>(ONLY IF APPLICABLE)</u> STAGE 3 – LOAN OVER PURCHASE PROPERTY Where Ted Legal are directly involved in the loan/mortgage documentation by attendances with you. This includes liaising with your financiers/brokers re approval, perusal and checking of all loan documentation received from the lender's/solicitors, arranging for the execution of the documents, providing the lender with copies of searches, insurances and any other outstanding requirements, and arrangement settlement.</p>	\$200 plus GST
<p>POSSIBLE CHARGES FOR EXTENSIONS OR ATTENDANCES</p> <p>Any request for an extension to any date or condition by you.</p> <p>Attendances on Building & Pest matters including negotiations for rectification of works, reductions of price or other related matters</p> <p>If you request settlement be brought forward and if settlement is brought forward then changed</p> <p>If we are required to account to ATO for GST Withholding</p> <p>If we are required to account to ATO for Foreign CGT Withholding</p> <p>Any work undertaken by us for additional work outside the scope of works including advice on default or variations may be charged to you at a rate for those additional works. We will quote if required.</p>	<p>\$50 plus gst</p> <p>\$150 plus gst</p> <p>\$150 plus GST for each change</p> <p>\$150 plus gst</p> <p>\$150 plus gst</p> <p>Will be quoted if required</p>
<p>POST SETTLEMENT – ARCHIVE/RECORD RETRIEVAL If we are required to retrieve information for you once the file is closed</p>	\$200 plus GST
<p>GOVERNMENT CHARGES Stamp Duty and Registration Fees</p>	We can provide you with an estimate.
<p>SEARCH FEES (depending on what searches you request) (* we only charge you the costs of the search from the administering body)</p> <p>SETTLEMENT AGENT ATTENDANCE</p>	<p>\$400-\$600 (estim only)</p> <p>\$55.00 GC or \$66 Bris</p>

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INCIDENTALS PEXA fee (only if applicable) (note other fees such as agents fees are not charged if PEXA is used)	\$200 PLUS GST \$117.92
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Search and sundry fees above are our fees including amounts payable to government bodies to obtain results of inquiries made to ensure you obtain a clear title to the property being purchased. Incidentals are estimated expenses including but not limited to postages, telephone, facsimile, (ISD and local), photocopying, electronic data storage and e-mails etc. Search fees will be charged to you at the cost charged to us by the search provider. Legal Fees represent the payment that you make to us for the work detailed and undertaken on your behalf by Ted Legal. We attempt to fix fees for you, however, should substantial additional work be required over and above that which is outlined above, we reserve the right to charge for any additional work completed. In addition any outlays incurred by us such as courier or agency fees for settlement will be an additional charge.

**WHAT TED LEGAL ARE RESPONSIBLE TO DO AS LAWYER FOR BUYERS OF
RESIDENTIAL PROPERTY IN QUEENSLAND
("Our Retainer")**

Ted Legal will undertake the following tasks for you as a buyer of residential property in Queensland:-

1. Answer any questions that you may have before you decide to purchase.
2. Ascertain compliance with the Property Occupations Act.
3. Advise you on any term or condition of the Contract of Sale which you are unsure of.
4. For foreign buyers explain to you all aspects of purchasing property in Australia and any relevant legislation that affects property ownership.
5. Ascertain whether your Contract complies with applicable State and Commonwealth Legislation and advise of your rights.
6. Arrange for the searches and enquiries in respect of the property purchased with the various Queensland bodies as you request in the Buyers Enquiries Checklist (we will only undertake the Standard Searches once the contract is unconditional and you have paid the search fees to our trust account (unless you tell us otherwise).
7. To keep you fully informed as to the progress of your property purchase including progress on your finance application, finance approval date under the Contract and final settlement date.
8. Prepare all transfer documents as specified in the Contract in the correct form and submit the same to the Seller for proper execution.
9. Attend to obtaining and completing all Transfer Duty requirements with the Office of State Revenue on your behalf.
10. To satisfy the requirements of your Lender in relation to the loan documents for the purchased property including the supply of copies of all relevant searches and certificates of currency of insurances.
11. To satisfy the requirements of your Lender in relation to the loan documents for the collateral property being offered as security including the supply of copies of all required searches and certificates of currency of insurances (if applicable).
12. Assist in the execution of your mortgage and loan documents (if requested and Stage 3 of costs schedule applies)

- 13. To arrange the payout of any existing loans on the collateral security property (if applicable and Stage 4 of costs schedule may apply).
- 14. To co-ordinate the draw-down of funds to facilitate the settlement of the purchased property and the payout of any existing loans on the collateral security property (if applicable).
- 15. Calculate and check the proper amount required to complete settlement and liaise with you in this regard.
- 16. Arrange attendance at settlement on your behalf.
- 17. To promptly advise you of completion of settlement.
- 18. To provide you with a detailed breakdown of all settlement figures including the calculation of the final settlement monies paid to the Seller and a schedule of the loan monies advanced by your Lender.
- 19. Ensure all documents are lodged for registration at the Department of Freehold Lands.
- 20. Forward all notices to the Body Corporate to ensure you are registered as an owner on the Body Corporate Roll (if applicable).
- 21. Ensure that all government bodies are provided with your details including the mailing address for all future correspondence and notices.
- 22. Maintain an open line of communication with you at all times.

We acknowledge receiving:

- Client Care Policy
- Client Agreement
- Important Notice to Client
- Fee Schedule
- Retainer
- Search Checklist

Liability limited by a scheme approved under professional standards legislation.

.....
Client

.....
Client

Dated: / /

File NO: DMB:BJ:211695

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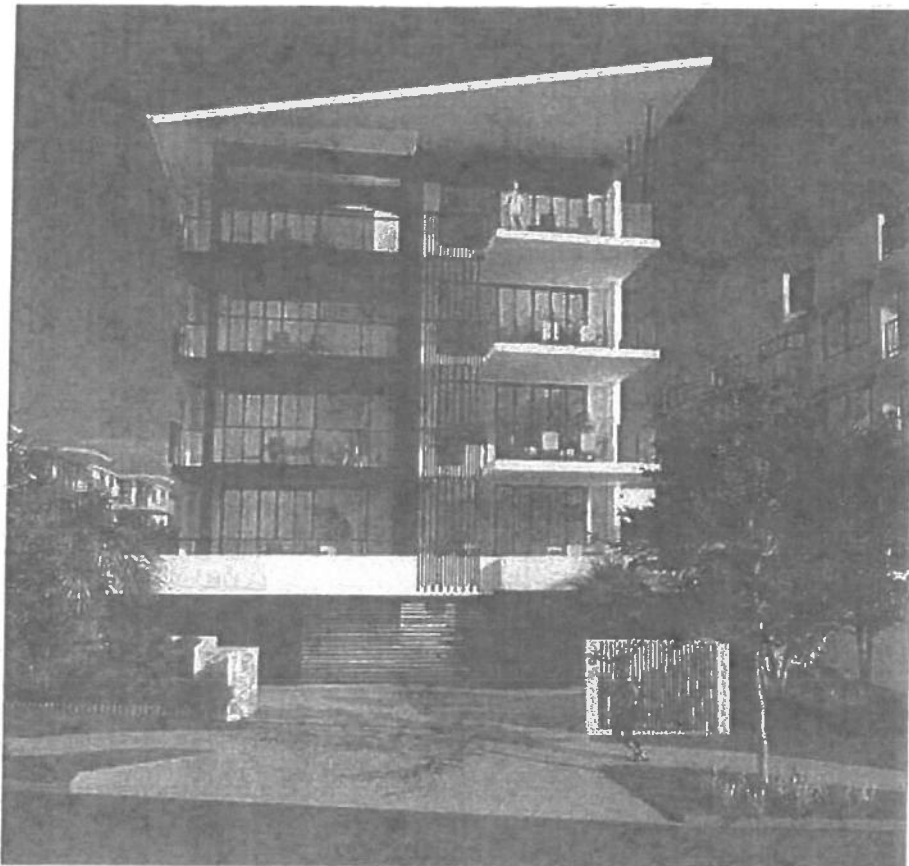
Upgrade carpark GPO to 15 Amp (in additon to GPO \$750 base cost)	\$ 250	\$ 275	0	\$ -
EXTERNAL UNIT				
Black Hafele DL7900 Smart digital entry door mortice lock	\$ 409	\$ 450	1	\$ 409
Air conditioner off the main/second bed room balcony	\$ 545	\$ 600	1	\$ 545
UNIT				
Additional Double General Power Outlet within unit	\$ 500	\$ 550	2	\$ 1,000
Custom built-in TV unit to living room	\$ 5,000	\$ 5,500	0	\$ -
Additional TV point within unit	\$ 650	\$ 715	1	\$ 650
Upgrade living area tiles to 1200x600 with one third tile offset	\$ 8,182	\$ 9,000	0	\$ -
Upgrade bedrooms & living area tiles to 1200x600 with one third tile offset Unit 102	\$ 10,000	\$ 11,000	0	\$ -
BALCONY				
Gas reticulation to balcony	\$ 3,750	\$ 4,125	0	\$ -
Additional Weather proof Double General Power Outlet on main unit balcony	\$ 650	\$ 715	1	\$ 650
Heat Strip to main balcony	\$ 2,200	\$ 2,420	0	\$ -
Custom built in BBQ unit to balcony	\$ 5,500	\$ 6,050	0	\$ -
Outdoor rated Inalto 145L wine/beverage fridge	\$ 1,300	\$ 1,430	0	\$ -
External hose tap (on external wall between Ensuite & Bathroom)	\$ 600	\$ 660	0	\$ -
KITCHEN				
3 No. Husk 270mm Pendant lights (Black with Ash spindle) over kitchen Island bench	\$ 900	\$ 990	1	\$ 900
Black GS Hydro Tap (hot & cold)	\$ 7,000	\$ 7,700	0	\$ -
Deluxe slide/pull out bin	\$ 500	\$ 550	1	\$ 500
1 No. 500mm Pull out pantry	\$ 1,400	\$ 1,540	1	\$ 1,400
Water point to fridge	\$ 600	\$ 660	1	\$ 600
Gas cooktop (if gas point to balcony taken up)	\$ -	\$ -	1	\$ -
Sharknose with recess rails to drawers instead of handles	\$ 1,100	\$ 1,210	0	\$ -
Matching stone splashback to kitchen instead of mirrored glass splashback	\$ 1,750	\$ 1,925	0	\$ -
Built in microwave - Hafele Convection	\$ 700	\$ 770	0	\$ -
Dining room table integrated into island bench with Coastal Oak feature laminate top and end	\$ 1,350	\$ 1,485		\$ -
BATHROOMS				
Supply & Install heat lamp to bathroom or ensuite	\$ 750	\$ 825	0	\$ -
Full width tiled shower recess instead of niche	\$ 975	\$ 1,073	1	\$ 975
600mm max. wide black heated towel rail (4 bar) including hard wire to lightswitch	\$ 1,100	\$ 1,210	0	\$ -
Miele stacked washer WWD 120 8kg & TWD 440 WP heat pump dryer upgrade package	\$ 6,000	\$ 6,600	0	\$ -
Fisher & Pykel stacked washer & condensing dryer upgrade package	\$ 4,300	\$ 4,730	0	\$ -
BEDROOMS				
Upgrade 1 No. white PVC fan to Bayside Calipso 132cm CTC in white with oak washed blades	\$ 300	\$ 330	2	\$ 600
3 Bed Roller blinds (light grey) no pelmet	\$ 2,063	\$ 2,269	0	\$ -
2 Bed Roller blinds (light grey) no pelmet	\$ 1,817	\$ 1,998	1	\$ 1,817
3 Bed Insect Screens	\$ 3,700	\$ 4,070	0	\$ -
2 Bed Insect Screens	\$ 3,200	\$ 3,520	1	\$ 3,200
3 Bed Invisiguard security screens	\$ 7,400	\$ 8,140	0	\$ -
2 Bed Invisiguard security screens	\$ 6,400	\$ 7,040	0	\$ -
#02 Units - Tiles to Bedrooms 1 & 2 instead of carpet	\$ 4,545	\$ 5,000	0	\$ -
#01 Units - Tiles to Bedrooms 1, 2 & 3 instead of carpet	\$ 7,526	\$ 8,278	0	\$ -
Subtotal				\$ 13,246.18
GST				\$ 1,324.62
Total				\$ 14,570.80
				\$ -

*** Prices may vary once final quantities are ordered

How to pay:

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KARINGAL
Sands



CONTRACT OF SALE

for proposed Lot 302,

65 Esplanade, Golden Beach QLD 4551

SW

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CONTRACT OF SALE REFERENCE SCHEDULE

	Contract Date	The 15th day of <u>January</u> 2024 <u>2022</u>
Item 1	Seller	Name: Chellia Pty Ltd ACN 640 710 758 Address: 136 Postle Street, Darling Heights Qld 4350 Ph: 0427 272 804 Email: rod.pullinger@blepond.com
Item 2	Seller's Solicitor	Name: Pacific Law Street Address: Level 1, 5 Plaza Parade, Maroochydore, 4558 Postal Address: PO Box 1669, Sunshine Plaza, Qld 4558 Phone: (07) 5443 4744 Fax: (07) 5479 4953 Email: info@pacificlaw.com.au
Item 3	Seller's Agent	Without the intervention of an agent
Item 4	Buyer	Name: Mackie Super Co Pty Ltd A.C.N. 602 959 320 as Trustee for Mackie Superannuation Fund Address: 192/135 Lakelands Drive, Merrimac Qld 4226 Phone: 0420 371 065 Email: haydnmackie@hotmail.com Tax File Number:
Item 5	Buyer's Solicitor	Name: TED Legal Contact Person: Heather Smith Address: 12-14 Albert Avenue, Broadbeach Qld 4218 Phone: 0420 275 473 Email: heather@tedlegal.com.au
Item 6	Stakeholder	Seller's Solicitor Account Name: Pacific Law, Law Practice Trust Account Bank: Commonwealth Bank BSB No: 064 420 Account No: 1111 4546 Reference: 212568

Handwritten initials/signature

Item 7	Lot (and exclusive use)	Proposed lot no 302 on SP324233 "Karingal Sands", located at 85 Esplanade, Golden Beach Qld 4551 as identified in the draft plan contained in Disclosure Statement.						
Item 8	Purchase Price (\$)	<p>Lot Price: \$1,125,000.00</p> <p>Plus Upgrades: \$</p> <p>Total Purchase Price: \$1,125,000.00</p>						
Item 9	Deposit (\$)	<table border="1"> <tr> <td data-bbox="603 600 874 701">Initial Deposit</td> <td data-bbox="874 600 1380 701">\$5,000.00 PAID Paid</td> </tr> <tr> <td data-bbox="603 701 874 813">Balance Deposit (To be a minimum of 10% less the initial deposit)</td> <td data-bbox="874 701 1380 813">\$107,500.00 PAID payable seven (7) Days from Contract Date</td> </tr> <tr> <td data-bbox="603 813 874 857">Total</td> <td data-bbox="874 813 1380 857">\$112,500.00</td> </tr> </table> <p>Payable by: Cash/ Bank Guarantee - please circle one only as applicable</p> <p><i>*Bank Guarantee to be made in favour of Stakeholder and refer to the Contract conditions</i></p> <p><i>*Deposit cheques to be made payable to the Stakeholder's Trust Account</i></p>	Initial Deposit	\$5,000.00 PAID Paid	Balance Deposit (To be a minimum of 10% less the initial deposit)	\$107,500.00 PAID payable seven (7) Days from Contract Date	Total	\$112,500.00
Initial Deposit	\$5,000.00 PAID Paid							
Balance Deposit (To be a minimum of 10% less the initial deposit)	\$107,500.00 PAID payable seven (7) Days from Contract Date							
Total	\$112,500.00							
Item 10	Foreign Investment	<p>Is the Buyer a foreign person?</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>						
Item 11	Guarantor <i>(required if Buyer is a company or trustee)</i>	<p>Guarantor 1 Name: Haydn Mackle</p> <p>Guarantor 1 Address: 192/135 Lakelands Drive, Merrimac Qld 4226</p> <p>Guarantor 2 Name: Chantelle Lynette Mackle</p> <p>Guarantor 2 Address: 192/135 Lakelands Drive, Merrimac Qld 4226</p>						
Item 12	Finance	<p>Finance Amount: Not applicable</p> <p>Financier:</p> <p>Finance Date:</p>						
Item 13	Special Conditions							

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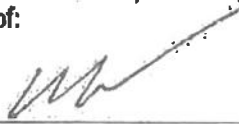
EXECUTION

Executed as an Agreement

NOTICE PURSUANT TO S.165 PROPERTY OCCUPATIONS ACT 2014

The Contract may be subject to a five (5) Business Day statutory cooling-off period. A termination penalty of 0.25% of the purchase price applies if the Buyer terminates the Contract during the statutory cooling-off period. It is recommended the Buyer obtain an independent property valuation and independent legal advice about the Contract and his or her cooling-off rights, before signing.

SIGNED by the Buyer in accordance with section 127 of the Corporations Act in the presence of:



Witness Signature

MURPHY JANINE

Witness Full Name



Director Signature - Chantelle Lynette Mackie



Director and Secretary Signature - Haydn Mackie

SIGNED by the Guarantor in the presence of:



Witness Signature

MURPHY JANINE

Witness Full Name



Guarantor Signature

Haydn Mackie

Guarantor Full Name


SIGNED by the Guarantor in the presence of:



Witness Signature

MURPHY JANINE

Witness Full Name



Guarantor Signature

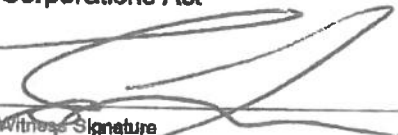
Chantelle Lynette Mackie

Guarantor Full Name



SELLER

Signed on behalf of Chella Pty Ltd ACN
640 710 756 in accordance with s127 of the
Corporations Act



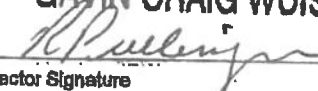
Witness Signature

ERICA JOAN TAYLOR

Witness Full Name



Director Signature

GAVIN CRAIG WUISKE


Director Signature
Rod Pullinger

BACKGROUND

- A. The Contract is subject to the Seller becoming the registered owner of the Land prior to the Settlement Date.
- B. Karingal Sands is a proposed development that includes the construction of eight (8) residential lots and common property within the property described as Lot 50 on RP61958 ('Development'), as shown in the Disclosure Documents.
- C. The Seller has or intends to register a First Community Management Statement over Lot 50 on RP61958 in order to create a residential community titles scheme within the Development and create lots 101, 102, 201, 202, 301, 302, 401, 402 and common property.

CONTRACT TERMS & CONDITIONS

MEANING OF TERMS

1. Definitions

In this Contract, words marked in bold have the meanings given in the particulars opposite the items in the Reference Schedule and unless the contrary intention appears have the following meaning:

- 1.1. **Act** means the Body Corporate and Community Management Act 1997 (Qld) (as amended).
- 1.2. **Adjustment Date** means the earlier of:
 - (1) the date the Buyer takes possession of the Lot; or
 - (2) the date the Seller of the Seller's Solicitor lodges the Survey Plan and CMS with the Department for registration.
- 1.3. **Approval** means any approval of a federal, state or local government (including the Council) or any authority relating to the Land, and buildings built or to be built on the Land including the Building, the Lot and includes without limitation the Development Approval, the sealing of the Plan and CMS by the Council and the issue of a Certificate of Classification or any other approval or consent which otherwise affects the Seller's ability to settle the Contract.
- 1.4. **Approved Safety Switch** means a residual current device defined in the Electricity Act 1994;
- 1.5. **ASIC** means the Australian Securities and Investment Commission.
- 1.6. **Attorney(s)** means the person or persons appointed as the Buyer's attorney in accordance with clause 50 of this Contract.
- 1.7. **Authority** means any body, government, person or otherwise having or exercising control over the use or operation of the Scheme, the Land or any part of the Entire Development or any services to be provided to the Scheme or any part of the Entire Development.
- 1.8. **Balance Purchase Price** means the Purchase Price:
 - (1) less the amount paid as Deposit; and
 - (2) adjusted under clause 39;
- 1.9. **Bank** means:
 - (1) a bank as defined by section 5 of the Banking Act 1959 of the Commonwealth; or
 - (2) a bank constituted under law of a State.
- 1.10. **BC Manager** means the Body Corporate Manager (if any) appointed by the Body Corporate in accordance with the provisions of this Contract.
- 1.11. **Body Corporate** means the body corporate to be created for the Scheme.
- 1.12. **Body Corporate Agreements** means agreements with each of the following:-
 - (1) the Caretaker;
 - (2) the Letting Agent;
 - (3) the BC Manager; and
 - (4) any Utility Supplier.
- 1.13. **Body Corporate Levies** means levies payable under the Act to the Body Corporate and the amounts referred to in clause 40;
- 1.14. **Bullder** means the bullder engaged from time to time to perform the building works in connection with the Building.
- 1.15. **Building** means the building(s) including the Lot to be built on the Land as identified in the Disclosure Documents.
- 1.16. **Building Contract** means the Contract between the Seller and the Bullder for building works in connection with the Building.
- 1.17. **Business Day(s)** means 8.30am to 5.00pm on any day which is not a Saturday, Sunday or public holiday in Maroochydore.
- 1.18. **Buyer** means the Buyer identified in Item 4 of the Reference Schedule.
- 1.19. **By-Law(s)** means the by-laws of the Body Corporate contained in the CMS generally in the form detailed in the Disclosure Documents.

- 1.20. **Caretaker** means the Caretaker (if any) appointed by the Body Corporate in accordance with the provisions of this Contract.
- 1.21. **Carpark(s)** means the carpark(s) (if any) described in the Reference Schedule and the Disclosure Documents.
- 1.22. **Certificate of Classification** means a certificate of classification (or equivalent) under the Building Code of Australia for that part or parts of the Building in which the Lot is situated and includes any conditional or interim certificate of classification (or equivalent) permitting occupation of the Lot.
- 1.23. **CGT Withholding Amount** means the amount determined under the Withholding Law or, if a copy is provided to the Buyer prior to Settlement, a lesser amount specified in the variation notice.
- 1.24. **Chattels** means those items of property (including appliances) described in the Disclosure Documents for the type of Lot being sold.
- 1.25. **CMS** means the proposed community management statement for the Scheme to be recorded with the Plan in accordance with the Act a draft of which is included with the Disclosure Documents.
- 1.26. **Common Property** has the meaning given in the Act.
- 1.27. **Complying Bank Guarantee** means a bank guarantee which strictly complies with all of the following requirements:
- (1) it is a bank guarantee issued by an Australian bank for the exact amount of the Deposit;
 - (2) it must be an original document bearing a valid original signature by a person (or more than one person, as appropriate) authorised to sign bank guarantees of that nature by the relevant bank;
 - (3) it is issued in favour of the Stakeholder, not the Seller, as favouree;
 - (4) it requires the bank to pay the Stakeholder the amount stated in the bank guarantee without first asking for the consent or approval of the Buyer;
 - (5) it makes reference to the Contract, the Seller and the Buyer;
 - (6) it has no expiry date and is unconditional and irrevocable; and
 - (7) it is otherwise satisfactory in every way to the Seller, in its discretion.
- 1.28. **Conditions Precedent** means each of the conditions precedent referred to in clause 4 of this Contract.
- 1.29. **Contract** means this contract and includes the Reference Schedule, Sale Conditions and the Disclosure Documents.
- 1.30. **Contribution Schedule Lot Entitlement** means the contribution schedule lot entitlement of a lot in the Scheme including the Lot as specified in the CMS.
- 1.31. **Compliant Smoke Alarm** means a smoke alarm complying with sections 104RB(2) or (4) of the Fire and Rescue Services Act 1990
- 1.32. **Consultant** means any of the Seller's project manager, architect, surveyor or builder (as nominated by the Seller);
- 1.33. **Council** means the Sunshine Coast Regional Council.
- 1.34. **Courtyard** means the Courtyard (if any) described in the Reference Schedule and the Disclosure Documents.
- 1.35. **CTS** means Karlingal Sands Community Titles Scheme.
- 1.36. **Department** means the Queensland Titles Registry Pty Ltd known as Titles Queensland (and includes any department or body replacing the Department).
- 1.37. **Deposit** means the Deposit stated in the Reference Schedule.
- 1.38. **Development** means:

- (1) the construction of the Building and any other buildings or works which the Seller proposes to construct which adjoin, are related to or connected with the Building or Scheme;
- (2) the creation of the Scheme;.
- 1.39. **Development Approval** means a material change of use approval or subsequent approval from the Council in respect of the Land approving and permitting the use of the Land in accordance with an application lodged by the Seller (as amended or varied) including Decision Notice for Development Application 2009/500030.07 dated on or about 23 June 2021 and to be on terms and conditions wholly acceptable to the Seller in its absolute discretion.
- 1.40. **Development Overview** means the overview of the development contained in the Disclosure Documents.
- 1.41. **Digitally Sign and Digital Signature** have the meaning in the ENCL.
- 1.42. **Disclosure Documents** means the documents accompanying this Contract delivered to the Buyer before signing the Contract and including the Disclosure Statement and other documents relevant to the Entire Development, the Building, the Land and the Body Corporate.
- 1.43. **Direct Material Adverse Effect** means a variation which:-
- (1) has a direct material adverse effect on the use of the Lot by a reasonable person in the position of the Buyer; or
- (2) results in the Lot and the Exclusive Use Area(s) being substantially different to that described in this Contract.
- 1.44. **Disclosure Statement** means the disclosure statement under section 213 of the Act that accompanies and forms part of this Contract, including unless the context otherwise requires, any further statements given to the Buyer under s214 of the Act;
- 1.45. **Draft Plan** means the draft of the Plan for the layout and design of the Building detailed in the Disclosure Documents.
- 1.46. **Easement(s)** means any easement referred to in this Contract or the Disclosure Documents and includes any Easement registered on the Land (or any part thereof) at the Contract Date or otherwise required to satisfy any Approval.
- 1.47. **ECNL** means the Electronic Conveyancing National Law (Queensland).
- 1.48. **Electronic Conveyancing Documents** has the meaning given in the Land Title Act 1994.
- 1.49. **Electronic Lodgement** means lodgement of a document in the Department in accordance with the ECNL.
- 1.50. **Electronic Settlement** means Settlement facilitated by the ELNO System.
- 1.51. **Electronic Workspace** means a shared electronic workspace within an ELNO System that allows the Buyer and Seller to effect Electronic Lodgement and Financial Settlement.
- 1.52. **ELNO** has the meaning in the ECNL.
- 1.53. **ELNO System** means a system provided by the ELNO for facilitating Financial Settlement and Electronic Lodgement.
- 1.54. **Entire Development** means all work required to develop the Land including any Building detailed in the Disclosure Documents.
- 1.55. **EPA Notice** means a notice in accordance with Section 421 of the Environmental Protection Act 1994 a copy of which is contained in the Disclosure Documents (if any)
- 1.56. **Essential Term** includes, in the case of a breach of clauses 6.1, 23, 24, 28.2, 34, 36.1, 43, 45, 48, 50, 51, 54, 58, 66, and 67 but nothing in this definition precludes a court from finding other terms to be essential.
- 1.57. **Exclusive Use Area(s)** means the Carpark(s) (if any) and the Storage Area (if any).
- 1.58. **Encumbrance** includes:
- (1) Any Right or Obligation:

- (a) created or implied under the Act; or
 (b) given, or to be given, over the Scheme land, to the local or other statutory authority or the owner of any other land or lot;
- (2) any easements, leases, transfers or licences over the Land or the Scheme land, and whether or not registered as at the date of this Contract;
- (3) any easements, leases, transfers or licences over the Land or the Scheme land registered in substitution for or in variation of any existing easement, lease, transfer or licence; and
- (4) any easements, permits or other similar Rights in respect of any encroachments in connection with the Land, the Building or the Scheme land;
- (5) but does not include charges relating to unpaid Outgoings;
- 1.59. **Finance Amount** means the amount stated in Item 12 of the Reference Schedule.
- 1.60. **Finance Date** means the date stated in Item 12 of the Reference Schedule.
- 1.61. **Financial Settlement** means the exchange of value between Financial Institutions facilitated by an ELNO System in accordance with the Financial Settlement Schedule.
- 1.62. **Financial Settlement Schedule** means the electronic settlement schedule within the Electronic Workspace listing the source accounts and destination accounts.
- 1.63. **Financier** means the Financier stated in Item 12 of the Reference Schedule.
- 1.64. **Finishes** means the Schedule of Fixtures & Finishes in the Disclosure Documents;
- 1.65. **General Purpose Socket Outlet** means an electrical socket outlet defined in the Electricity Act 1994;
- 1.66. **GST** means Goods and Services Tax payable under the GST Law or other consumption tax imposed by any relevant government or authority.
- 1.67. **GST Amount** means any Payment (or the relevant part of that Payment) multiplied by the appropriate rate of GST (currently ten (10) %).
- 1.68. **GST Law** means the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- 1.69. **GST Withholding Event** means the earlier of the following events:
- (1) Settlement; or
 - (2) when any of the consideration for the supply of the Property (other than consideration provided as a deposit) is first provided.
- 1.70. **Guarantee** means a Guarantee in terms of clauses 65 to 73 of this Contract.
- 1.71. **Guarantor** means, jointly and severally, each person who is named as a Guarantor in the Reference Schedule and any other person who gives a Guarantee.
- 1.72. **Independent Expert** means an independent architect who is a member of at least five (5) years standing of the Board of Architects Qld with experience in large residential developments.
- 1.73. **Interest Schedule Lot Entitlement** means the interest schedule Lot entitlement of a lot in the Scheme including the Lot as specified in the CMS.
- 1.74. **Land** means the land described as Lot 50 on RP 61958, situated on 65 Esplanade, Golden Beach Queensland as described in the Disclosure Documents and where the context requires includes any part of the Land.
- 1.75. **Letting Agent** means the Letting Agent (if any) appointed by the Body Corporate in accordance with the provisions of this Contract.
- 1.76. **Lot** means the lot described in the Reference Schedule and the Disclosure Documents.
- 1.77. **Lot Entitlement** has the meaning given in the Act.
- 1.78. **Minor Variation** means a variation which has no material adverse affect on a reasonable person in the position of the Buyer and does not result in the

Lot or the Building being substantially different to that described in the Contract. In relation to a variation in the dimensions or area of a Lot or of an Exclusive Use Area(s), it is agreed that:

- (1) a variation of plus or minus 5% or less of the area of the Lot (as constructed) compared with the Draft Plan; or
- (2) a variation of plus or minus 5% (or 0.5m², whichever is the greater) or less of the area of an Exclusive Use Area(s) compared with the Disclosure Documents;

is a Minor Variation.

1.79. **Module** means the regulation module under the Act applying to the Scheme as set out in the CMS.

1.80. **Non-Personal Use** means a use other than Personal Use (for example - use as an investment property).

1.81. **Object** means to object generally and includes:

- (1) object to a variation change or substitution;
- (2) object to Title;
- (3) avoid or attempt to avoid this Contract;
- (4) refuse to effect Settlement;
- (5) delay Settlement;
- (6) claim compensation or any reduction in Purchase Price;
- (7) retain any part of the Purchase Price;
- (8) make any requisition;
- (9) require the Seller to carry out any works or to provide any undertaking in relation to the Lot or the Exclusive Use Area(s);
- (10) withhold a consent; or
- (11) seek an injunction.

1.82. **Objecting** and **Objection** have corresponding meanings to **Object**.

1.83. **Outgoing(s)** means any amount payable in respect of the Land or Lot including (but not limited to):

- (1) Council rates and charges, including any charge that the Council collects as agent of another authority;

- (2) land tax and any other tax or statutory charge;
- (3) levies or contributions and payments to the Body Corporate pursuant to the Act, Module or By-Laws;
- (4) insurance premiums payable by the Seller pursuant to the Act or the Module; and
- (5) any other amounts paid by the Seller before levies; or
- (6) contributions under the Act are levied which would properly be the subject of such levies or contributions.

1.84. **Pre-Commitment** means the Seller entering into binding Contracts to sell sufficient lots in the Scheme to meet pre-sales requirements of the Seller and the Seller's financier on terms satisfactory to the Seller in its absolute discretion, on or before the Settlement Date;

1.85. **Pre-Commitment Date** means the Settlement Date of this Contract;

1.86. **Personal Use** means personal, domestic or household use or consumption (for example — use by an owner occupier or let to a tenant of the Buyer for residential purposes).

1.87. **Plan** means the building format plan or plans of subdivision to be registered by the Seller under the Land Title Act 1994 (Qld) relating to the Land (or any part thereof) to be substantially in accordance with the Draft Plan.

1.88. **POA** means the *Property Occupations Act 2014 Qld*.

1.89. **Possession Date** means the earlier of:

- (1) the date the Buyer first takes possession of the Lot; or
- (2) the Settlement Date;

1.90. **Power of Attorney** means the power of attorney granted by the Buyer in this Contract.

1.91. **Power of Attorney Statement** means the statement in the Disclosure Documents in accordance with Section 219 of the Act.

- 1.92. **Promotional Materials** means all published marketing materials, websites, media reports, media or other advertisements, photographs or descriptions, displays (including any display unit) at the onsite sales centre or at any other sales centre relating to the Land, the Entire Development or the Building whether produced by the Seller or by any other person.
- 1.93. **Purchase Price** means the Purchase Price stated in the Reference Schedule.
- 1.94. **Qualifying Conveyancing Transaction** means a transaction that is not excluded for Electronic Settlement by the rules issued by the relevant ELNO, Office of State Revenue, Department, or a Financial Institution involved in the transaction.
- 1.95. **Rates** means rates, fire service levy, and other charges (including charges for water, sewerage and garbage) imposed by the Local Authority together with any interest, fines and penalties on them;
- 1.96. **Registration Date** means the date the Seller gives notice to the Buyer that the Plan is registered, the Scheme is established and a separate indefeasible title for the Lot is created;
- 1.97. **Reference Schedule** means the Reference Schedule to this Contract.
- 1.98. **Requirement** means any requirement, or authorisation, of any statutory body, local authority, court, government or other authority necessary or desirable under applicable law or regulation and includes the provisions of any statute, ordinance, court order or by-law;
- 1.99. **Required Guarantor** means:
 - (1) if the Buyer is a Company which is not listed on the Australian Securities Exchange, then each person who is a Director or a principal shareholder (in the reasonable opinion of the Seller) of that Company at the Contract Date; and
 - (2) If the Buyer is a trust, then each person who is an appointor, principal or primary

beneficiary (in the reasonable opinion of the Seller) of the trust at the Contract Date.

- 1.100. **Right** includes any legal, equitable, contractual, statutory or other right, power, authority, benefit, immunity, remedy, discretion or course of action;
- 1.101. **ROFR Price** means the amount of the Purchase Price less the amount of transfer duty payable on the Purchase Price.
- 1.102. **Sale Conditions** means these Contract conditions.
- 1.103. **Scheme** means the Community Titles Scheme to be established or changed on the recording of the CMS and registration of the Plan.
- 1.104. **Scheme Date** means 42 months (3½ years) after the date of this Contract.
- 1.105. **Security Purposes Attorney** means an attorney granted pursuant to the provisions of this Contract and in terms of Section 10 of the Powers of Attorney Act 1998 (Qld).
- 1.106. **Seller** means the Seller identified in the Reference Schedule.
- 1.107. **Seller's Agent** means the Seller's Agent identified in the Reference Schedule.
- 1.108. **Settlement** means settlement of the Contract as required under clause 34 of the Contract.
- 1.109. **Settlement Date** means the date shown in clause 32.1.
- 1.110. **Specifications** means the Schedule of Finishes contained within the Disclosure Documents.
- 1.111. **SP** means the Survey Plan of subdivision registered for the Scheme;
- 1.112. **Stakeholder** means the Seller's Solicitor.
- 1.113. **Storage Area** means the storage area (if any) described in the Reference Schedule and the Disclosure Documents.
- 1.114. **Terminal Event** means, if the Buyer:-
 - (1) is requested in writing by the Seller to have any Required Guarantor sign a Guarantee and provide it to the Seller, but that Required Guarantor fails to do so within 14 days of that request;

- (2) is a natural person and dies, becomes bankrupt, is sentenced to imprisonment or committed to a psychiatric institution or enters into a scheme of arrangement for the benefit of its creditors before settlement; or
- (3) being a Company, has a petition presented, an Order made for its winding up, becomes an Externally Administered Body Corporate within the meaning of the Corporations Law, resolves to go into liquidation or enters into a scheme of arrangement for the benefit of its creditors before settlement.

1.115. **Title** means the title to the Lot.

1.116. **Transfer Documents** means a Form 1 Transfer and Form 24 Property Information (Transfer), a Form 25 (if required) and any other documents necessary to have the transfer stamped or registered and to notify the Body Corporate of a change of ownership.

1.117. **Utility Supplier** means any service contractor engaged by the Body Corporate in accordance with the provisions of this Contract.

1.118. **Withholding Law** means Schedule 1 to the *Taxation Administration Act 1953* (Cth).

2. Interpretation

2.1. Headings are for reference only and do not form part of the Contract.

2.2. In the Contract, unless the contrary intention appears:

- (1) the singular includes the plural, and vice versa;
- (2) reference to a gender includes any other gender;
- (3) reference to time is the time at Maroochydore;
- (4) words marked in bold in the Reference Schedule have the meanings shown opposite them;
- (5) an obligation imposed on and a benefit given to two or more parties, binds and benefits each party jointly and severally;

- (6) if the Buyer is a trustee (whether or not that is disclosed in this Contract) then the Buyer is bound both personally and in its capacity as a trustee.

2.3. A reference to:

- (1) a person includes any other entity or association;
- (2) a party includes that party's personal representatives, administrators, successors and permitted assigns;
- (3) a document includes any variation or replacement of it;
- (4) something which comprises more than one part or aspect includes a reference to each or any part or aspect;
- (5) a group of persons includes a reference to all of them collectively, any two or more of them collectively, and each of them individually;
- (6) dimensions include the area of the thing for which the dimensions have been given;
- (7) a claim includes all claims, actions, proceedings, damages, losses, costs, expenses or liabilities howsoever arising and whether present or future; and
- (8) headings are for convenience only and do not form part of this Contract or affect its interpretation.

2.4. When the Contract requires anything to be done, this includes not doing or not allowing or permitting the thing to be done.

2.5. Reference to statutes and regulations includes all statutes and regulations amending, consolidating or replacing them.

2.6. If this Contract provides for something to be done by a certain date, the thing must be done by 5:00pm, Maroochydore time, on that date.

AGREEMENT TO SELL AND BUY

3. Agreement to Sell and Buy

- 3.1. The Seller owns, or will prior to the Settlement Date, own the Land.
- 3.2. The Seller intends to cause the Building to be constructed on part of the Land as set out in the Disclosure Documents and to establish the Scheme.
- 3.3. The Buyer wants to buy the Lot which is within the Building. The Contract details the agreement between the Seller and Buyer in relation to the sale of the Lot.
- 3.4. The Seller agrees to sell and the Buyer agrees to buy an estate in fee simple in the Lot on the terms in this Contract.

terms of this contract and complete this sale.

- 4.2. If any of the conditions precedent in clause 4.1 are not satisfied, the Seller may terminate this Contract by notice in writing to the Buyer and on doing so the Deposit and any interest earned on it must be refunded to the Buyer and neither party has any further claim against the other by reason of that termination.
- 4.3. If the Seller is affected by a change in circumstance (e.g. significant increase in construction costs) or decides to retain the Lot or decides to change any characteristic of the Lot (e.g. use or visual aspect) then the Seller may at any time prior to Settlement give the Buyer notice terminating this Contract in which case this Contract will be at an end and the Deposit and any interest earned on it must be refunded to the Buyer and neither party has any further claim against the other by reason of that termination.

CONDITIONS

4. Conditions Precedent

- 4.1. The following are conditions precedent to settlement of this Contract:
 - (1) the Seller becoming the registered owner of the Land if it is not the registered owner at the Contract Date;
 - (2) the Seller obtaining the Pre-Commitment, by the Pre-Commitment Date, unless the benefit of this condition is waived in writing by the Seller;
 - (3) the Seller obtaining the Development Approval on conditions which are satisfactory to the Seller in its absolute discretion by the Development Approval Date;
 - (4) the SP and the CMS are registered with the Department (Titles Queensland);
 - (5) issue of a certificate of classification or other occupancy approval under the Building Act 1975 to enable legal occupancy of the Lot; and
 - (6) the Seller obtaining all consents required so that the Seller can lawfully perform the

Special Conditions

- 4.4. The Special Conditions annexed to this Contract and in Item 13 of the Reference Schedule form part of this Contract and override any inconsistent term of the Contract Terms.

Finance

5. Finance Approval

- 5.1. This Contract is conditional upon the Buyer obtaining finance approval from the Financier for the purchase of the Property for the Finance Amount and on terms satisfactory to the Buyer by the Finance Date.
- 5.2. The Buyer must give notice to the Seller that:
 - (1) finance approval has not been obtained by the Finance Date and the Buyer terminates this Contract; or
 - (2) the finance condition has been either satisfied or waived by the Buyer.
- 5.3. If the Buyer does not obtain finance approval by the Finance Date the Buyer may terminate this

Contract by written notice to the Seller in which case the deposit will be refunded in full.

- 5.4. The Seller may terminate this Contract by notice to the Buyer if notice is not given under Special Condition 5.2 by 5pm on the Finance Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- 5.5. The Seller's right under Special Condition 5.4 is subject to the Buyer's continuing right to terminate this Contract under Special Condition 5.3 or waive the benefit of this Special Condition 5 by giving written notice to the Seller of the waiver.

DEPOSIT

6. Payment of Deposit

- 6.1. The Buyer must pay the Deposit to the Stakeholder on the dates specified in the Reference Schedule.
- 6.2. The Buyer authorises the Seller's Agent to transfer any holding deposit held by them to the Stakeholder to be credited toward any unpaid part of the Deposit.
- 6.3. The Buyer will be in default of an essential term of this contract if it:
- (1) does not pay all of the Deposit when due (for the avoidance of doubt the Deposit must have been received in the Stakeholder's trust account by the due date for payment to avoid the Buyer being in breach under this clause 6);
 - (2) pays by a cheque that is dishonoured; or
 - (3) pays by post-dated cheque.
- 6.4. In addition to its other remedies, the Seller may recover any unpaid Deposit as a liquidated debt and/or affirm or terminate this Contract and exercise its rights under clause 61.
- 6.5. If the Seller allows a discount or rebate or agrees to reduce the Purchase Price for any reason which could lead to the Deposit exceeding ten per cent (10%) of the Purchase Price before settlement, then such discount or rebate will be conditional upon settlement. If for any reason that condition cannot operate, then the Buyer will immediately be entitled to a refund of any monies that would otherwise result in the ten percent being exceeded or to reduce any Bank Guarantee to an amount equal to ten percent of the Purchase Price.
- ### 7. Investment of Deposit
- 7.1. The Stakeholder may (but is not obliged to) invest the Deposit when fully paid in an interest bearing bank account in its name as trustee for the Buyer and the Seller until the Settlement Date.
- 7.2. The Deposit and the interest is at the risk of the party ultimately entitled to those amounts. The parties indemnify the Stakeholder against any loss arising from the investment of the Deposit.
- 7.3. The Buyer must give the Stakeholder its tax file number within five (5) Business Days after the Contract Date. If the Buyer does not give its tax file number to the Stakeholder then it accepts that the interest earned on the Deposit may be taxed at the highest rate allowable.
- 7.4. The Stakeholder may, but is not obliged to, lodge any necessary taxation return, and may pay any tax out of the Deposit and interest. The Buyer and the Seller jointly and severally indemnify the Stakeholder against any tax payable.
- 7.5. The Stakeholder does not have to account to the Buyer or the Seller for interest for distribution until the investment of the Deposit matures (or seven (7) Business Days after Settlement, whichever is the later) and bank debits tax and any other charges or expenses are deducted from the interest.
- ### 8. Dealing with Deposit and Interest
- 8.1. The party entitled to receive the Deposit is:
- (1) the Seller, if this contract settles;
 - (2) the Buyer, if this contract is terminated without default by the Buyer; and
 - (3) the Seller, if this contract is terminated due to the Buyer's default.
- 8.2. The party entitled to receive any interest earned on the Deposit is:

- (1) if this contract settles the Seller; and
- (2) in any other case, the party entitled to the Deposit.

8.3. The parties agree to pay to the Deposit Holder a fee of \$150.00 plus GST, or the amount of interest earned on investment of the deposit, whichever is the lesser amount, as an administration fee for investing the Deposit in the same proportion as they are entitled to share the interest and authorise such sum to be deducted from the interest earned on the Deposit.

BANK GUARANTEE

9. Bank Guarantee

9.1. The Stakeholder may (but is not obliged to) accept a Complying Bank Guarantee which is deposited with the Stakeholder instead of payment of the Deposit. If that occurs then the Buyer:-

- (1) on settlement, must pay the Deposit to the Seller and the Stakeholder will, in exchange, return the Complying Bank Guarantee to the Buyer;
- (2) the Buyer must not take any action or cause any other person to take any action to cause the Complying Bank Guarantee to be withdrawn, revoked, cancelled or limited in any way.
- (3) If, at any time, even after some delay, the Seller reasonably forms the view that a bank guarantee provided by the Buyer is not (or is no longer) a Complying Bank Guarantee then the Seller may request the Buyer in writing to replace the bank guarantee provided by the Buyer with a Complying Bank Guarantee which replaces the previous bank guarantee, and the Buyer must do so within 21 days of that request; and
- (4) if the Buyer does not provide a replacement Complying Bank Guarantee as required then the Buyer will be in breach of an

Essential Term and the Seller may exercise its rights under this Contract (including termination of the Contract);

9.2. The Seller may demand payment of the amount secured by any bank guarantee, including any Complying Bank Guarantee at any time the Buyer is in default of its obligations under this Contract without reference to the Buyer or any other person. If such a demand is made, the amount paid under any bank guarantee including any Complying Bank Guarantee must be paid to the Stakeholder.

9.3. In order to be a Complying Bank Guarantee a bank guarantee must satisfy all of the elements of the definition of Complying Bank Guarantee in clause 1.27.

9.4. The Seller or the Seller's Solicitor is not required to notify the Buyer that:-

- (1) a bank guarantee is due to expire and must be replaced; or
- (2) a call is to be made on a bank guarantee.

9.5. The Stakeholder/Seller's Solicitor will not be liable for the loss of a bank guarantee or for making any call on or demand under a bank guarantee unless that action occurs as a result of or in consequence of an act committed or omitted in personal, conscious, fraudulent, bad faith by the Stakeholder/Seller's Solicitor. All persons claiming any beneficial interest in or over a bank guarantee are deemed to take with notice of and subject to the protection conferred by this clause on the Stakeholder/Seller's Solicitor.

CONSTRUCTION OF THE BUILDING

10. Construction of the Building

The Seller must use reasonable endeavours to construct the Lot and Common Property substantially as shown on the Plan and with the Finishes, subject to any right the Seller has under this Contract, whether it be to terminate this Contract or otherwise.

11. Construction Activities

11.1. The Buyer acknowledges that construction of the Scheme and certain components of the Building may not be totally complete at Settlement and may be completed after Settlement.

11.2. The Buyer will not Object to:

- (1) any building of improvements or any other things done on or within the Scheme or on the Scheme Land including any noise, nuisance or other inconvenience which might arise from those activities;
- (2) the use by the Seller and any party authorised by the Seller of parts of the Scheme Land or the Building for construction access and storage of building materials, vehicles, equipment or fill; and
- (3) the Seller and any party authorised by the Seller causing areas to be temporarily closed off to facilitate the construction of any part of the Scheme Land; and
- (4) the Seller not making available for use by occupants in the Scheme Land certain areas of Common Property (including hoarding or closing off areas to prevent access and use) due to safety reasons or to enable the further carrying out of the Scheme Land or construction activities generally,

including if these things occur after Settlement (including for an extended period after Settlement).

11.3. The Buyer must comply with any reasonable directions of the Seller and any contractor appointed or authorised by the Seller while building of improvements is being carried out on the Scheme Land or within the Scheme, including directions related to traffic flow, both vehicle and pedestrian.

ESTABLISHMENT OF THE SCHEME

12. Seller's obligation to establish the Scheme

The Seller intends to use its reasonable endeavours to establish the Scheme as described in the Disclosure Statement, subject to any right the Seller has under this Contract, whether it be to terminate this Contract or otherwise.

13. Regulation Module

The Seller intends to establish a CTS for the Scheme under the Standard Regulation Module under the Act;

14. Sunset Date – Scheme Date

If the Scheme is not established by the Scheme Date, either the Seller or the Buyer may terminate this contract by notice to the other.

15. Common Property Finishes

15.1. All Common Property finishes and landscaping will be determined by the Seller in its discretion, but will be generally to a standard but not necessarily the same design as the finishes and landscaping proposed for the Common Property as set out in the Disclosure Documents and the Promotional Materials.

16. Seller's Right to Grant Leases & Licences

16.1. The Seller may, in its discretion, procure that the Body Corporate grant leases and licences over areas of Common Property and Body Corporate assets on such terms and conditions that the Seller considers appropriate, providing that the grant does not:

- (1) materially detract from the standard or character of the Scheme;
- (2) materially affect the use of Common Property amenities or Body Corporate assets within the Scheme by the Buyer; or
- (3) have a direct material adverse effect on the use or value of the Property.

16.2. Notwithstanding sub-clause 16.1(1), the Seller may cause the Body Corporate to grant licences, including exclusive licences, over broadband network fibre and associated Infrastructure

(including the ability by the licensee to grant sub-licences) as required by telecommunications suppliers and otherwise as determined by the Seller.

VARIATIONS - OFF THE PLAN

17. TITLE

17.1. The Buyer acknowledges and agrees that:

- (1) the Property is being sold "off the plan";
- (2) the intention of the Seller to carry out the entire Scheme is not fixed and unequivocal;
- (3) the Seller may not have obtained or finalised all necessary approvals for the Scheme, the Building or the Property;
- (4) the Seller may not have finalised the design of all aspects of the Scheme, the Building and the Property;
- (5) the Seller has made disclosure to it about the Scheme, the Building and the Property in the Disclosure Documents and the Promotional Materials regarding the Seller's intentions as at or about the Contract Date;
- (6) the materials which comprise the Disclosure Documents and the Promotional Materials are preliminary only and further detailed design may need to be undertaken by the Seller prior to completion of construction;
- (7) the Scheme, the Building and the Property may be subject to Variations for various reasons including requirements of Authorities, financial feasibilities, construction costs, market conditions, rates of sale of lots, etc (which may occur after Settlement);
- (8) components of the Scheme and the Building (including community facilities) may not be developed at all or may be developed subject to Variations for various reasons including those specified in this clause;

- (9) the Seller may make Variations to the Scheme, the Building and the Property as set out in this Contract;
- (10) it is reasonable that the Seller has flexibility and may make Variations as contemplated by this Contract;
- (11) any information about the carrying out of the Scheme (including that contained in the Disclosure Documents and Promotional Materials) is not a promise or representation to the Buyer that the Scheme will be carried out in accordance with that information but are statements of intention only; and
- (12) the Buyer has not relied on the information about the carrying out of the Scheme in deciding to enter into this Contract and accepts the risk that any part of the Scheme may not be carried out or may be carried out subject to Variations in accordance with this Contract.

18. Lot is sold subject to - The Title

18.1. The Lot is sold, and the Buyer will take title to the Lot (subject to the provisions of the Act and the Module) subject to the following matters and has no rights against the Seller to Object:-

- (1) the Act;
- (2) the Plan, SP and all things contained in or endorsed on it;
- (3) the Encumbrances;
- (4) any matter in the Disclosure Statement or material which accompanies the Disclosure Statement;
- (5) the Development Approval and its terms and conditions;
- (6) any transfer, lease, easement or other right over any part of the Common Property, given to or to be given to the Council or other statutory authority or the Seller or the owner of any adjacent land or any other buyer of a Lot in the Building;

- (7) all notifications, easements, restrictions, encumbrances, covenants and dealings (other than a mortgage, caveat, writ or charge) on the title for the Common Property or the Land/Title or otherwise affecting the Property or the Common Property not disclosed to the Buyer in the Disclosure Documents or this Contract providing they do not materially adversely affect the Buyer's use or value of the Property;
- (8) any variation to the Common Property, Plan or Lot permitted by this Contract.
- (9) the CMS for the Scheme;
- (10) any easement benefiting or burdening the Lot or the Land under the Act including those for:
 - (a) the passage or provision of services;
 - (b) lateral and/or subjacent support;
 - (c) projections from the Lot over adjoining properties or over the Lot from adjoining properties;
- (11) any variations permitted and consented to by the Seller under this Contract;
- (12) any boundary of the Land not being fenced, or any boundary fence not being upon or within the boundary;
- (13) any change in the name of the Building, Body Corporate or the Scheme;
- (14) any Minor Variation in the Lot or Exclusive Use Area(s);
- (15) any change to the Plan or Building permitted under the Contract;
- (16) any change in the number, size, location of the Lot;
- (17) the Lot Entitlement of any lot in the Building including the Lot as long as any change in the ratio of the Lot Entitlement of the Lot to the aggregate Lot Entitlement of all lots will not have a Direct Material Adverse Effect;
- (18) the location of any services in Common Property including any service location diagram required to be included in the CMS;
- (19) the provisions of the CMS or any Easement;
- (20) the existence on, or passage through the Land, Lot, Exclusive Use Area(s), or any adjoining property of mains, pipes, wires or connections of any water, sewerage, drainage, gas, electricity, telephone or other system or service, or any Easements or other rights for those purposes;
- (21) the By-Laws of the Body Corporate as amended in accordance with the Contract or otherwise;
- (22) any encroachment on the Common Property by improvements on neighbouring land, or vice versa;
- (23) the Seller causing the Body Corporate to hold a general meeting of the Body Corporate as reasonably necessary to attend to any matters of business as the Seller considers necessary;
- (24) the grant of any Occupation Authority or any right to use any area of Common Property to the Caretaker or Letting Agent or other contractor to the Body Corporate;
- (25) the Seller (or a related party) becoming a service contractor by entering into agreements and arrangements disclosed in the Disclosure Documents;
- (26) the incorporation of additional land to the Land or the exclusion of part of the Land;
- (27) the Seller subdividing or amalgamating any lots in the Entire Development other than the Lot;
- (28) the Seller making changes to the location of any walls, hallways or layout of buildings in the Scheme;
- (29) the transfer, dedication or excise of any land out of the Land, the Scheme land or the

- Scheme or any part of the Entire Development;
- (30) the Seller replacing or updating materials disclosed in the Disclosure Statement or the Disclosure Documents;
- (31) an alteration in the access arrangements and facilities intended to benefit or burden the Scheme;
- (32) the Seller causing an alteration to the number of floors in the Building by inserting additional floors or omitting proposed floors and any consequential changes to the location of the Lot in terms of level or height within the Building provided that change has no Direct Material Adverse Effect;
- (33) the recording of a number of community management statements and survey plans in order to facilitate the carrying out of the Entire Development;
- (34) the Seller making changes to the Draft Plan (and therefore the Plan) including converting the Draft Plan (and the Plan) into a series of plans to facilitate a layered arrangement of community titles schemes;
- (35) facilities within the Scheme being made available for use at different times including after Settlement;
- (36) any change in the Regulation Module to apply to the Scheme;
- (37) the non-disclosure of service location diagrams as part of the proposed CMS;
- (38) electricity, water, gas or other utilities being supplied to the Lot and/or the Body Corporate by the Body Corporate or the Seller or any party nominated by the Seller including if the Buyer is required to enter into an agreement with such supplier in relation to the supply of the relevant utility;
- (39) the Caretaker or Letting Agent not residing within the Scheme;
- (40) variation in the type of materials used in construction of the Building from those shown in the specifications or the promotional materials provided the materials used are not of a significantly lesser quality;
- (41) the existence of any electrical substation or transformer or telecommunications facility (including a tower or satellite dish) or similar thing that provides for the carriage of communication by any means whatsoever within the Building or throughout the Entire Development; and/or
- (42) anything disclosed by the Seller in this Contract or Disclosure Documents.
- 19. Seller's Powers**
- 19.1. The Seller discloses to the Buyer and the Buyer acknowledges that the Seller may (without limiting any other Right of the Seller):
- (1) make changes to the Scheme, the Common Property, the Building and the Lot without the Buyer's consent or approval, including changes to:
 - (2) the name of the Scheme;
 - (3) the design, size, number, location or use of lots in the Scheme (apart from the Lot);
 - (4) the design or construction of the Building, the Common Property and the Lot as long as the change does not materially prejudice the Buyer;
 - (5) the Plan and SP;
 - (6) the Finishes as long as the new item is at least the same quality;
 - (7) the size of the Lot, by up to 5% from that shown on the Plan;
 - (8) the allocation of car parks and storage areas in the Scheme;
 - (9) increase or reduce the number of car parks and storage areas available for use by the public or by owners or occupiers of lots in the Development and alter the design,

- layout, size and positioning of such car parks or storage areas;
- (10) any proposed CMS for the Scheme;
 - (11) change any of the Body Corporate Management Agreement as shown in the Disclosure Statement;
 - (12) make arrangements for the Body Corporate to enter into a service contract not disclosed in the Disclosure Statement;
 - (13) change the Body Corporate Levies and budgets shown in the Disclosure Statement;
 - (14) change the bylaws including changes to areas that are subject to an exclusive use bylaw;
 - (15) changed the permitted use of any other lots in the Scheme;
 - (16) change the lot entitlements of various lots in the Building including the Lot;
 - (17) altering any facilities or rights in relation to the use of Common Property;
 - (18) changes to anything in the agreements with the Caretaker or Letting Agent;
 - (19) granting, accepting or amending any Easement;
 - (20) constructing any new services on or under the Land (which may or may not be protected by easement);
 - (21) granting any exclusive use, special rights or occupation authority or to enter into any shared facilities agreement in respect of any part of the Common Property or any body corporate asset;
 - (22) any change contemplated in the Disclosure Documents;
 - (23) applying for any new Approval or obtaining modifications to any existing Approval as may be required to complete the Entire Development on terms satisfactory to the Seller in its absolute discretion;
 - (24) any changes permitted or excused by other clauses in this Contract;
 - (25) altering Chattels, materials, fixtures, fittings and colours described or shown in the Specifications or shown in any display apartment, display board, colour scheme board or listed in any Promotional Materials with other similar Chattels, materials, fixtures or fittings of equivalent quality (as determined by the Seller acting reasonably);
 - (26) comply with any Requirement or recommendation of the Seller's Consultants
 - (27) on establishment of the Scheme:
 - (a) cause the Body Corporate to enter into any agreement referred to in the Disclosure Statement;
 - (b) cause the Body Corporate to grant:
 - A. an authority to occupy areas of Common Property; and
 - B. the right to place signs on parts of the Common Property; and
 - (c) attend to anything else which the Seller considers necessary for the establishment, administration and operation of the Scheme and the Body Corporate.

20. Plans

20.1. The Seller is entitled to make any change to the Draft Plan or the Building in any manner including (without limitation):-

- (1) In order to comply with the requirements of any Authority (including the Council);
- (2) as may be necessary to satisfy operational/building/construction exigencies (including the installation of any services to any part of the Building or the Entire Development);
- (3) as may be necessary to alter the components and layout of the Common Property to be created in the Scheme; and
- (4) the outside facade of the Building provided that change:-

- (a) does not have a Direct Material Adverse Effect; or
- (b) is otherwise permitted or excused by this Contract.

- 20.2. The Buyer will not Object to any changes or variations permitted by this clause.
- 20.3. Subject to any Rights under the Act or other applicable legislation that cannot be excluded, the Buyer cannot make any claim for compensation or damages or refuse to perform or purport to terminate this Contract because of any differences between the SP and any other Plan or plans.
- 20.4. The Buyer agrees a change in the dimensions of the Lot as shown on the SP of up to 5% from the Plan is not a material alteration or a matter that will cause material prejudice to the Buyer.
- 20.5. Without limiting clause 20.4 the dimensions and descriptions of boundaries of the Lot and Common Property shown on the SP supersede and take precedence over any other Plan, architectural drawings, models or other representations of the Lot that the Buyer may have seen or been provided with, whether before or after the date of this Contract.
- 20.6. Without limiting clause 20.5 the Lot area will be calculated by reference to the boundaries defined in the SP as registered.

21. Changes to the Lot and Exclusive Use Area(s) which the Seller may make

- 21.1. The Buyer will not Object to any:-
 - (1) changes or variations to the Lot providing the changes or variations are a Minor Variation;
 - (2) changes or variations to the design, dimensions or layout of areas of Common Property which are not Exclusive Use Area(s);
 - (3) changes or variations to the design, dimensions or area of any Exclusive Use Area(s) if such variations or changes are a Minor Variation; or

- (4) changes or variations to the, location or numbering of any Exclusive Use Area(s) unless such change or variation will have a Direct Material Adverse Effect.

- 21.2. Each change or variation of the Lot or Exclusive Use Area(s) is to be considered separately in determining if the change or variation is:-
 - (1) a Minor Variation; or
 - (2) has a Direct Material Adverse Effect.
- 21.3. For avoidance of doubt, this clause does not relate to variations to the Entire Development or the Building. The Seller's rights to vary the Entire Development and the Building are dealt with elsewhere in this Contract.
- 21.4. Nothing in this clause in any way limits the Seller's rights to make changes or variations to the Entire Development, and the Building.
- 21.5. Nothing in this clause limits the rights of the Seller elsewhere in this Contract to make changes and variations in respect of Exclusive Use Area(s).

22. Finish Variations

- 22.1. The Seller may, in its discretion, substitute or vary Chattels, materials, fixtures, fittings, finishes and colours described or shown in the Floor Layout Plan or Specifications or shown in any display apartment, display board, colour scheme board or shown in any Promotional Materials (including any items included in any furniture package sold under or collateral to this Contract) with other colours and similar chattels, materials, fixtures, fittings or finishes provided that:
 - (1) the substituted items are of approximate equivalent quality or superior quality; or
 - (2) if the substituted items are of less than approximate equivalent quality, the Buyer is not materially prejudiced as a result of the substitution.
- 22.2. The Seller may, in its discretion, omit any Chattels, materials, fixtures or fittings described or shown in the Floor Layout Plan or Specifications or shown in any display apartment, display board or shown

In any Promotional Materials (including any items included in any furniture package sold under or collateral to this Contract) providing that the omission does not materially prejudice the Buyer.

23. Variations Request by Buyer

23.1. If the Buyer requests the Seller to make any variations to the Lot, including any variation to the items in the Finishes in the Disclosure Statement, the Buyer agrees that:

- (1) the Seller may either agree to or reject any request for a variation in the Seller's absolute discretion;
- (2) the Buyer will, on the Settlement Date or, if settlement does not occur immediately on demand, pay to the Seller the additional sum of \$500.00 for each variation request, this representing the overhead costs to the Seller for considering the request to make any variations;
- (3) the amount of \$500.00 for each request is non-refundable, does not form part of the deposit, and is payable whether the variation is undertaken or not; and
- (4) the Buyer will on the Settlement Date pay to the Seller or, if settlement does not occur immediately on demand, the extra costs incurred by the Seller in making the variation and if required by the Seller the buyer will sign a variation of this Contract to reflect the agreement to make the variation and pay the extra costs.

24. No Claim

24.1. Subject to any Rights the Buyer has under the Act, the Buyer must not make any claim for compensation, refuse to settle or purport to terminate this Contract for any of the matters disclosed in clause 17 to 21.

24.2. If there is a change or variation to the Building, the Lot or Exclusive Use Area(s) which is not excused by clauses 19 or 21 (or other provisions of this Contract), then the Buyer is not entitled to

terminate or avoid this Contract but is only entitled to claim compensation from the Seller.

24.3. Any such claim for compensation is only valid if the Buyer has lodged in writing a claim for compensation with the Seller no later than:-

- (1) thirty (30) days after the Seller gives the Buyer notice that the variation has occurred or is intended to occur; or
- (2) seven (7) days before the date fixed as the Settlement Date, whichever is the earlier.

24.4. The measure of compensation will be the reduction in value (if any) to the Lot occurring as a result of the variation, such value to be determined by a valuer agreed between the parties and failing agreement by a valuer selected by the President for the time being of the Queensland Law Society (or their nominees) at the request of either of the parties. The valuation provided by the valuer appointed under this clause is binding on the parties. The costs of the valuer must be paid equally by the parties.

24.5. If there is a change or variation which is so substantial as to justify the Buyer terminating or avoiding this Contract, then the Buyer's only right is to terminate this Contract and recover the Deposit and interest. The Buyer has no right to damages arising out of the termination or to require specific performance of this Contract.

24.6. If the Buyer lawfully terminates this Contract pursuant to Section 214 or 217 (or any other provision) of the Act, the Deposit will be refunded and neither party will have any continuing right against the other.

EXCLUSIVE USE ALLOCATIONS

25. Exclusive Use

25.1. The Buyer acknowledges that on establishing the Scheme, the Seller may cause parts of the Common Property to be allocated for the exclusive

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use of owners of lots in the Scheme as disclosed in the CMS contained in the Disclosure Statement.

DISCLOSURE

26. Acknowledgment

26.1. The Buyer acknowledges that before signing this Contract the Buyer received and read:

- (1) the Disclosure Statement required under the POA (Property Occupations Form 8);
- (2) the Disclosure Statement duly signed and dated by the Seller or duly signed and dated by a person authorised by the Seller to do so;
- (3) the Disclosure Documents;
- (4) a Power of Attorney Statement in relation to the power of attorney set out in clause 50; and
- (5) the Disclosure Documents form part of the Contract and the parties are bound by their terms.

26.2. The Buyer acknowledges that the notices and statements referred to and acknowledged to have been received in clause 26 are each separate notices and statements.

26.3. If the Seller has not itself signed and dated the Disclosure Statement contained in the Disclosure Documents, the Seller affirms that it has authorised the signatory to bind the Seller to the information contained in the Disclosure Documents and to sign and date the Disclosure Statement as the Seller's authorised signatory and agent.

26.4. The Buyer confirms that before the Buyer signed this Contract the Buyer reviewed the contents of the Disclosure Documents (including the Disclosure Statement) and had opportunity to take legal advice about the Disclosure Documents, the Disclosure Statement and this Contract and that:-

- (1) the Disclosure Statement is substantially complete for the purposes of Section 213 of the Act; and

- (2) given the Buyer's confirmation and agreements under this clause, the Buyer cannot and will not Object to the content of or any deficiency in the content of the Disclosure Documents or the Disclosure Statement.

26.5. The Buyer confirms to the Seller that when the Buyer received this Contract from the Seller (or any agent of the Seller) for signing purposes, before signing this Contract the Buyer first received, signed and dated the POA (Property Occupations Form 8) which was separately given to the Buyer by the Seller's Agent (or if there is no Seller's Agent by the Seller, if the Seller is a property developer for the purposes of the POA).

27. No Representation

27.1. The Buyer:

- (1) has not relied on any representation made by the Seller, the Seller's Consultant or the Agent or any other person in entering into this Contract other than as set out in this Contract;
- (2) acknowledges that information in brochures and models for the Scheme is indicative only and is not to be relied on;
- (3) it has not relied upon any representation in relation to views or aspect and has made and relied upon its own enquiries in that respect; and
- (4) acknowledges that it has had the opportunity to obtain independent legal, taxation and financial advice about the matters and content of the terms of this Contract and all documents referred to in it and the Disclosure Statement.

USES

28. Use

28.1. The Buyer acknowledges and accepts that it is the intention of the Seller that the Lots in the Scheme

be predominantly residential lots as set out in the Background.

28.2. The Buyer must observe the terms of the Development Approval in respect of the use of the Lot and any limitations on the nature or extent of occupation permitted under the Development Approval.

28.3. the Buyer promises the Seller that:-

- (1) its acquisition of the Lot is for the purposes of Personal Use as at the Contract Date;
- (2) the Buyer has, before signing this Contract, read this Contract and the disclosures, materials, statements and notices contained within the Disclosure Documents (or has been given an opportunity to do so);
- (3) the Buyer has, before signing this Contract, taken (or was given an opportunity to take) legal advice and any other advice which the Buyer considered appropriate about this Contract and about the content of the Disclosure Documents;
- (4) the Buyer agrees that the terms of this contract are reasonable and balanced as between the rights and obligations of the Buyer and the Seller.

ELECTRICAL SAFETY SWITCH AND SMOKE ALARM

29. Electrical Safety Switch and Smoke Alarm

29.1. The Seller gives notice to the Buyer that an Approved Safety Switch for the General Purpose Socket Outlet will be installed in the Lot by the Settlement Date.

29.2. The Seller gives notice to the Buyer that a Compliant Smoke Alarm will be installed in the Lot by the Settlement Date.

NO REQUISITIONS ON TITLE

30. No requisitions on Title

30.1. The Buyer may not deliver requisitions on title.

PRE-SETTLEMENT INSPECTION

31. Pre-Settlement Inspection

31.1. The Seller agrees to allow the Buyer to inspect the Lot once only during the period before the Settlement Date as notified by the Seller to the Buyer, and the Buyer will be accompanied by the representative of the Seller ("Pre-Settlement Inspection").

31.2. The Seller will notify the Buyer of the times available for the Pre-Settlement Inspection.

31.3. The Buyer is not entitled to undertake more than one Pre-Settlement Inspection.

31.4. The purpose of the Pre-Settlement Inspection is to allow the Buyer to:-

- (a) identify the Lot and Exclusive Use Areas (if any); and
- (b) identify any defects including any scratches, dents and marks on surfaces to the Lot.

SETTLEMENT

32. Settlement Date

32.1. The Settlement Date is the later of:

- (1) thirty (30) days after the Contract Date; or
- (2) fourteen (14) days after the Registration Date; or
- (3) twenty-two (22) days after the Buyer is provided with a further statement under the Act.

32.2. The Seller and Buyer agree that settlement must not take place earlier than fourteen (14) days after the Seller gives advice to the Buyer that the Scheme has been established.

32.3. The Seller can elect when the notice under clause 32.1(2) is given, despite the timing of the Registration Date and may give the notice to buyers of other lots at different times to the date notice is given to the Buyer.

33. Place and Time for Settlement

33.1. Settlement must take place at a place nominated by the Seller and before 4 p.m. on the Settlement Date.

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33.2. Settlement must take place between 9.00am and 4.00pm on the Settlement Date.

33.3. Settlement must take place in Maroochydore or any other such venue nominated by the Seller's Solicitor.

33.4. If the parties agree on a time for settlement, that is for convenience only.

34. Settlement Obligations

34.1. At settlement, the Buyer must pay the Balance Purchase Price and any other money owing to the Seller under the Contract by Bank Cheque as the Seller directs to the Buyer and the Seller must give the Buyer:

- (1) vacant possession of the Lot;
- (2) any certificate of title for the Lot;
- (3) the unstamped Transfer Documents (unless previously given) in registrable form;
- (4) a release or withdrawal of any mortgage, charge (except a charge noted in the Australian Securities & Investments Commission or PPSR) or caveat over the title for the Lot; and
- (5) the keys and door-opening codes (if any) for the Lot.

34.2. The Seller is not required to give to the Buyer a release of any charge lodged against the Seller on the Personal Property Securities Register.

34.3. On Settlement the Deposit is released to the Seller.

34.4. The Buyer acknowledges that the lots within the Scheme may settle at different times depending upon completion of construction and further the Buyer acknowledges that following Settlement the Seller may through its contractors cause further works to be done to other lots within the Scheme.

35. Transfer Documents

35.1. The Buyer must prepare and deliver the Transfer Documents to the Seller's lawyers at least 7 Business Days before settlement.

35.2. The Seller authorises the Buyer and the Buyer's Solicitor to make any necessary amendments to

the Form 24 Property Information (Transfer) so as to rectify any inaccuracies or complete any omissions.

36. Production of Documents

36.1. The Seller must produce the Transfer Documents for stamping if:

- (1) the Buyer's solicitor undertakes to use them for stamping only and return them to the Seller before settlement; or
- (2) where the Buyer has no solicitor, the Buyer pays the Seller's Solicitor's reasonable expenses of producing them at the Office of State Revenue.

37. Settlement extension

37.1. The Seller may at any time before Settlement, extend and further extend the Settlement Date by up to a total period of ninety (90) days provided that the Seller may only extend under this clause for bona-fide purposes including for example, to give the Seller more time to:-

- (1) satisfy the Conditions Precedent;
- (2) provide or deliver separate indefeasible unencumbered (save as permitted by this Contract) Title at Settlement; or
- (3) to finalise and obtain any relevant Certificate of Classification.

38. Meaning of Bank cheque

38.1. Despite any other provision of this Contract, the reference to "Bank Cheque" in clause 34.1:

- (1) Includes a cheque drawn by a building society or credit union on itself;
- (2) does not include a cheque drawn by a building society or credit union on a Bank.

ADJUSTMENTS TO PURCHASE PRICE

39. Basis of Adjustment

39.1. The Seller is liable for Outgoings and Special Contributions up to and including the Adjustment Date. The Buyer is liable for Outgoings and Special Contributions after the Adjustment Date.

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39.2. Outgoings (other than land tax) must be apportioned:

- (1) if they are paid, on the amount actually paid;
- (2) if they are unpaid, on the amount payable disregarding any early payment discount; and
- (3) if they are not separately assessed, for the Lot, on the amount and in the manner specified by the Seller's Solicitor.

39.3. If Outgoings are apportioned in the Seller's favour but are unpaid, the Seller must pay those Outgoings by the due date shown in the relevant assessment or (if there is no separate assessment) a reasonable time after the relevant assessment issues.

39.4. The Seller's Solicitor will be taken to have acted reasonably for the purpose of this clause unless there has been a gross error. The parties will have no rights against the Seller's Solicitor if an unreasonable determination is made. The parties may not terminate this contract, delay settlement or refuse to settle or withhold any part of the purchase price because of any dispute regarding adjustments, however, the parties may reserve their rights against each other if notice to that effect is given to the other party prior to settlement.

39.5. No adjustment shall be made in respect of water usage.

39.6. No adjustment will be made for ASIC registration fees for any releases of company charge in respect of the Lot or Exclusive Use Area(s) given to the Buyer at Settlement.

39.7. The Buyer is responsible for the cost of all Bank Cheques at Settlement.

40. Body Corporate Levies

40.1. Body Corporate Levies must be adjusted by apportioning the same to the lots in the Scheme using the contribution schedule lot entitlements.

41. Body Corporate Insurance

41.1. Body Corporate Levies include the same proportion of any Body Corporate insurance

premium that the Seller must pay under the Act as the interest schedule lot entitlement for the Lot bears to the aggregate interest schedule lot entitlement for the Scheme.

41.2. The adjustment of any building or other insurance premium the Seller has paid for the Body Corporate is to be made on the amount equal to $A \times B/C$, where:

- A is the amount of the premium; and
- B is the Interest Schedule Lot Entitlement of the Lot; and
- C is the aggregate Interest Schedule Lot Entitlement for all lots in the Scheme.

42. Land Tax

42.1. Land Tax must be adjusted:

- (1) where a separate valuation has issued for the Lot only, on the basis of the actual assessment issued for the Lot or:
- (2) if there is no separate unimproved value for the Lot in accordance with the following formula:

$L \times I/A$, where:

- L = Land tax paid or payable by the Seller on the Land for the land tax year current at the Settlement Date
- I = Interest schedule lot entitlement for the Lot in the Scheme
- A = Aggregate interest schedule lot entitlements of the Scheme

(3) and on the basis it is paid.

42.2. The land tax amount referred to in clause 42.1(2) is an amount for land tax calculated in respect of the Land on the basis that the Land is the Seller's only land and using the unimproved value of the Land apportioned to the Scheme land by the Seller.

42.3. The Buyer must not require payment of such Land Tax by the Seller prior to settlement or require any retention from the balance Purchase Price.

42.4. If the valuation for the Land includes land other than the lot(s) which were subdivided to create the

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Scheme, the "Amount" will be determined on a proportionate area basis as determined by the Seller's Solicitor acting reasonably.

43. No Retentions

43.1. The Buyer must not require a retention or payment of any part of the Balance Purchase Price for unpaid Outgoings.

44. Readjustment

44.1. If an Outgoing is adjusted on an amount that proves to be different from the actual amount of the Outgoing for the relevant period then either party may require a readjustment. The Seller need not comply with an obligation to pay an Outgoing until the readjustment is made.

DEFECTS

45. Seller to Repair

45.1. The Seller must within a reasonable time, rectify any defects in workmanship and materials if required by law in the Lot that are notified to the Seller within 3 months after the earlier of the Possession Date and the Settlement Date.

46. Dispute

46.1. Any dispute about whether the Seller has remedied a defect will be determined by the Consultant acting as an expert and the parties agree to be bound by the Consultant's decision.

47. Permitted Defects

47.1. Clause 45 does not apply to:

- (1) defects that are not notified by the Buyer to the Seller within the three months of the earlier of the Possession Date and Settlement Date;
- (2) defects in the equipment or appliances for which there is a manufacturer's or supplier's warranty;
- (3) concrete paths, slabs, garage floors, driveways, patios, terraces, tiled areas or other exposed concrete surfaces that develop cracks or other damage due to temperature changes or normal settlement;

(4) scratches, chips, dints or marks which are not notified by the Buyer to the Seller in writing on or before the date the Buyer takes possession of the Lot; and

(5) defects caused by:

- (a) temperature changes and normal settlement;
- (b) fair wear and tear or minor shrinkage; or
- (c) matters that would normally be rectified by ordinary maintenance; unless those defects are the result of defective workmanship or the use of defective materials.

(6) mould or defects caused by mould as a result of incorrect use of air-conditioners (i.e. running the air-conditioner below the recommended temperature range) and not complying with manufacturers standards.

48. Buyer Must Settle

48.1. The Buyer must settle this Contract and pay the Purchase Price regardless of any defect in the Building, the Common Property or the Lot, whether due to defective materials, workmanship or any other cause.

49. Manufacturers' Warranties

49.1. From the Settlement Date, the Seller assigns to the Buyer, as far as it is able, any manufacturer's warranties for the fixtures in the Lot. Anything further necessary to complete the assignment is the Buyer's responsibility.

PROXY AND ATTORNEY

50. Power of Attorney

50.1. In consideration of the Seller executing this contract at the request of the Buyer, the Buyer for itself and its personal representatives, successors and assigns, appoints the Seller and any authorised representatives of the Seller from time to time, jointly and severally to be its Attorney and its company nominee (if the Buyer is a company)

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at all or any meetings of the Body Corporate or the Committee of the Body Corporate (to the exclusion of the Buyer if present at any such meeting), for the following purposes:-

- (1) to vote in favour of any resolution authorising or ratifying the exclusive use areas pursuant to the By-Laws contained in the CMS;
- (2) to vote in favour of any resolution ratifying the entry by the Body Corporate into any agreement outlined in the Disclosure Documents;
- (3) the adoption and registration of the CMS including the amendment and recording of any new CMS;
- (4) the adoption of By-Laws substantially the same as those included in the CMS;
- (5) to execute any agreement contained in the Disclosure Documents for the Body Corporate;
- (6) to vote on behalf of the Buyer at all meetings of the Body Corporate and the Committee of the Body Corporate to the maximum extent permissible by law;
- (7) for all purposes outlined in the Power of Attorney Statement;
- (8) engaging a person as a Body Corporate manager or service contractor or authorising a person as a letting agent as disclosed in the Disclosure Statement;
- (9) authorising a service contractor or letting agent to occupy a part of the Common Property, the details of which authorisation are disclosed in this Contract and the Disclosure Statement;
- (10) consenting to the execution by the Body Corporate of a request to record any new community management statement for the Scheme at the Department;
- (11) the grant or allocation of exclusive use rights or licences in respect of the Common Property or Body Corporate assets;
- (12) entering into arrangements with the Body Corporate for any scheme established on the Land for use of the Scheme's recreational facilities or for the use of the recreational facilities of that scheme;
- (13) entry into an agreement referred to in section 20 of the Act;
- (14) consenting to the recording of a new community management statement for the Scheme for any purpose and when required under the Act;
- (15) the fixing, adoption, variation or ratification of budgets or contributions to be levied by the Body Corporate under the Regulation Module applying for the Scheme;
- (16) any motion or resolution in relation to matters specified in the Regulation Module applicable to the Scheme;
- (17) voting on amendments to any motion in accordance with the Regulation Module applicable to the Scheme;
- (18) the giving of any consent or provision of any authorisation required or connected with a matter arising for consideration by the Body Corporate that affects the Scheme land;
- (19) the composition and/or election of members of the committee of the Body Corporate;
- (20) any proposal to prohibit or restrict the use of proxies to the extent contemplated by the Act and Regulation Module for the Scheme;
- (21) the issue of continuing or future contravention notices in respect of by-laws for the Scheme;
- (22) the issue of a notice under section 203 of the Act;
- (23) an application for orders to the adjudicator or any person under the Dispute Resolution Provisions of the Act;

- (24) the instigation of an appeal under Chapter 7, Part 1 – Appeals of the Act;
- (25) any proposal by the Body Corporate to take any steps contemplated in accordance with Chapter 3, Part 3 – Financial and Property Management, of the Act and the related provisions of the Regulation Module for the Scheme;
- (26) the calling of a general meeting of the Body Corporate or committee meetings to consider any matter referred to in this Clause;
- (27) authorise the Owner of a lot (including the Seller) to make an improvement under the Regulation Module including the installation, erection and/or construction of air conditioning equipment, enclosures, carports, pergolas, fencing, storage devices, screening, shutters, security devices or apparatus and awnings;
- (28) exercise any right of the Seller under this Contract;
- (29) any proposal by the Body Corporate to take action or steps permitted under the Standard Regulation Module including the Body Corporate entering into and affixing its seal to an easement or licence with neighbouring property owners; and
- (30) any issue described in the statement under Section 219 of the Act contained in the Disclosure Statement.
- (31) the Buyer's attorney for the purposes of:
- (a) executing any reallocation agreement in respect of exclusive use Rights granted over Common Property for the Scheme or Body Corporate assets;
 - (b) giving any direction, authority or consent required of or from the Buyer as an owner of the Lot for any matter in connection with or arising out of the exercise of the Seller's Rights under the Contract; and
 - (c) executing any consent, plan or other document in connection with all things necessary to effect any reconfiguration of any Lot in the Scheme including any reconfiguration of Scheme land.
- 50.2. This Power of Attorney expires on the latest date permitted under Section 219(3) of the Act and not sooner than that date.
- 50.3. As far as it is lawful, the rights of the Seller under this clause can be exercised in the Seller's total discretion and to exclusion of the Buyer without limitation, the rights of the Seller under this clause can be exercised:-
- (1) even if the exercise involves a conflict of interest or duty; or
 - (2) even if the attorney has a personal interest in doing so.
 - (3) For the purposes of this clause, the Seller includes any assignee of the Seller.
- 51. Restriction**
- 51.1. The Buyer must not appoint a company nominee or vote (or allow any person to vote for the Buyer) at a general meeting of the Body Corporate without the Seller's written consent.
- 52. Ratification**
- 52.1. The Buyer hereby ratifies and confirms and agrees to ratify and confirm all acts, deeds and things done or to be done by its Attorney(s) at any of the meetings whilst this Power of Attorney remains in full force and effect.
- 52.2. If directed to do so by the Seller at any time, the Buyer must, at the Buyer's expense, take all steps available in order give full effect to the Power of Attorney including signing and completing any further Instrument provided by the Seller.

53. Instrument

53.1. If requested by the Seller, the Buyer must execute any further deed or a proxy in the approved form to give effect to the appointment in this clause 50.

54. If Buyer Sells the Lot

54.1. If the Buyer sells or transfers ownership of the Lot while the proxy or attorney in clause 50.1 is still in force, the Buyer must have the transferee sign a deed in which the transferee:

- (1) gives the Seller a proxy in the approved form under the Act;
- (2) gives the Seller a power of attorney in the same terms as clause 50; and
- (3) undertakes to comply with the continuing Obligations and restrictions on the Buyer under this Contract and any other documentation disclosed by the Seller in this Contract or the Disclosure Statement.

54.2. A deed of covenant, power of attorney and proxy under clause 53 must be prepared by the Seller's Solicitor at the Buyer's cost.

54.3. The Buyer acknowledges that failure to comply with this clause 50 may affect the Seller's ability to complete the development of the Scheme or sell all the lots in the Scheme.

55. Deed

55.1. Clause 50 operates as a deed.

GST**56. GST inclusive**

56.1. The Purchase Price includes any GST payable on the supply of the Lot to the Buyer.

56.2. If any monies become payable by the Buyer to the Seller for any supply under this contract within the meaning of the GST Act (other than the GST Inclusive Purchase Price) and GST is payable on such supply, the Buyer is responsible for the payment of the GST on the supply which shall be payable by the Buyer to the Seller upon the Seller providing the Buyer with a valid tax invoice.

56.3. Any reference to a cost or expense in this Contract excludes any amount in respect of GST forming part of the relevant cost or expense when incurred by the relevant party for which that party can claim an Input Tax Credit.

56.4. The payer will pay to the payee on demand any interest, penalties, fines or other charges to the extent that they arise from the payer's failure to make a Payment when due under this Contract.

57. GST Withholding

57.1. Withholding Law meanings apply

- (1) Unless the context requires otherwise, words or expressions that are defined or used in the Withholding Law have the meaning given to them in or for the Withholding Law when used in this clause 57.

57.2. Seller's Notice

- (1) The Seller hereby provides a written notice to the Buyer which complies with subsection 14-255(1) of the Withholding Law that the Buyer is required to make a payment under Section 14-250 of the Withholding Law in relation to the Supply of the Property.

57.3. Withholding

- (1) The Seller irrevocably directs the Buyer to draw a bank cheque for the GST Withholding Amount in favour of the Commissioner ("GST Cheque").
- (2) The Buyer must:
 - (a) for each person comprising the Buyer, complete and lodge with the Commissioner each notification in the approved form required under section 16-150(2) of the Withholding Law and give copies of them to the Seller with the payment reference numbers (PRN) on or before the GST Withholding Event; and
 - (b) provide the GST Cheque to the Seller on the GST Withholding Event, in

accordance with section 16-30(3) of the Withholding Law.

- (3) On the GST Withholding Event, or within such further period (if any) as may be allowed by the Commissioner, the Seller must deposit the GST Cheque to the credit of the Commissioner and give the Buyer evidence that it has done so.

57.4. Electronic Settlement

- (1) If the GST Withholding Event is Settlement and Settlement is to be conducted through the system operated by Property Exchange Australia Ltd for settlement of conveyancing transactions, the Seller and the Buyer will be taken to have complied with clause 57.3 if the electronic settlement schedule within the electronic workspace used for Settlement specifies payment of the GST Withholding Amount to the account nominated by the Commissioner.

57.5. Treatment of Withheld Amount

- (1) An amount withheld and paid by the Buyer under clause 57.3(2)(b) or clause 57.4 is treated as having been paid to the Seller.

57.6. Effect on Other Rights and Obligations

- (1) Except as expressly set out in this clause 57, the rights and obligations of the parties under this Contract including, without restriction, any obligation of the Seller to apply the margin scheme, are unchanged.

57.7. Other Information

- (1) The Seller must promptly provide the Buyer with such information as the Buyer reasonably requires to comply with the Buyer's obligation to pay the GST Withholding Amount.
- (2) If the Buyer is registered (within the meaning of the GST Act) and acquires the Property solely or partly for a creditable purpose, the Buyer must give written notice to the Seller stating this not later than 10

Business Days before the GST Withholding Event.

TIME AND DELAY

58. Time of the Essence

- 58.1. Time is of the essence in this Contract.
- 58.2. If the parties agree to vary a time requirement, the time requirement so varied is of the essence in this Contract.
- 58.3. An agreement to vary a time requirement must be in writing.

59. Risk

- 59.1. The Lot and the Chattels will be at the Buyer's risk from the earlier of the Settlement Date or the Date of Possession and will be at the Seller's risk until that time.
- 59.2. If the Building is destroyed or substantially damaged before the Settlement Date and the Seller acting reasonably considers that it is unlikely that the Building and/or the Lot can be completed then the Seller may give notice to that effect to the Buyer in which case either party may terminate the Contract by giving written notice to the other thereupon the Deposit will be refunded in full and neither party will have any continuing right against the other by reason of that termination.

60. Interest

- 60.1. The Buyer must pay interest at 15% per annum:
 - (1) on any unpaid money due under this Contract; and
 - (2) on the Balance Purchase Price from the Settlement Date to any later Settlement Date requested by the Buyer and agreed to by the Seller.
- 60.2. The Seller may recover interest from the Buyer as liquidated damages and it must be paid with the amount on which it is calculated.

BUYER'S DEFAULT

61. Buyer's Default

61.1. If the Buyer breaches any term of this Contract then, in addition to any other remedy available to the Seller, the Seller may do any one or more of the following:

- (1) terminate this Contract, retain the Deposit and sue the Buyer for damages;
- (2) terminate this Contract and, without notice to the Buyer, resell the Lot; or
- (3) affirm this Contract and sue the Buyer for damages and specific performance.

61.2. If the Seller resells under clause 61.1(2), the Seller may vary or terminate any contract of sale and buy at any auction and the Buyer must pay any deficiency in price on resale together with the costs of:

- (1) repossession, if required;
- (2) the sale under this Contract;
- (3) the resale;
- (4) any failed attempt to resell;
- (5) the Rates, Body Corporate Levies and land tax for the Lot that would have been payable by the Buyer if this Contract had settled; and
- (6) the Interest under clause 60.

61.3. Amounts payable under this clause may be recovered as liquidated damages. Any profit on a resale belongs to the Seller.

61.4. The Buyer indemnifies the Seller against any loss that the Seller suffers as a result of the Buyer's default.

TERMINATION BY SELLER

62. Events of Termination

62.1. Without limiting any other Rights of the Seller, the Seller may terminate this Contract by notice to the Buyer if:

- (1) the Buyer refuses to settle because of changes mentioned in clauses 19 to 21; or
- (2) the Buyer claims any breach by the Seller of a warranty implied in this Contract under the

Act and does not terminate this Contract for breach of the relevant warranty within the time specified under the Act; or

- (3) the Seller is unable or unwilling to comply with any Requirement in connection with the Scheme, the Building, Common Property or the Lot; or
- (4) the Building or the Lot are destroyed or substantially damaged before the Possession Date; or
- (5) the Buyer is one or more natural persons and any one of those persons:
 - (a) dies; or
 - (b) becomes bankrupt; or
- (6) the Buyer is one or more corporations and any one of those corporations:
 - (a) becomes an externally-administered body corporate under the Corporations Law;
 - (b) a controller (as defined in section 9 of the Corporations Law) is appointed of any of the Buyer's property or any steps are taken to appoint such a person;
 - (c) is taken to have failed to comply with a statutory demand within the meaning of section 459F of the Corporations Law;
- (7) the Seller will not be proceeding with the Development as a result of an insufficient number of proposed lots in the Development being sold;
- (8) the Seller will not be proceeding with the Development as a result of the Seller being unable to obtain sufficient finance in order to carry out the Development;
- (9) the Seller will not be proceeding with the Entire Development as a result of construction costs changing so as to result in the carrying out of the Development being financially unattractive to the Seller;

(10) the Guarantor does not give the guarantee in clause 66; or

(11) the Seller is unable or unwilling to establish the Building and Scheme.

63. Refund of Deposit

63.1. If the Seller terminates this contract under clause 62.1 then all money paid by the Buyer must be refunded and, subject to clause 64, neither party has any claim against the other.

64. Breach Prior to Termination

64.1. Termination under clause 62.1 does not prejudice any right that the Seller may have for breach of this Contract by the Buyer before termination by the Seller.

GUARANTEE AND INDEMNITY

65. Consideration

65.1. The Guarantor has requested the Seller to enter into this Contract with the Buyer and the Seller does so in consideration of the Guarantor giving this guarantee and indemnity by signing this Contract.

66. Guarantee

66.1. The Guarantor guarantees to the Seller prompt performance of all of the Obligations of the Buyer contained or implied in this Contract. If the Obligation is to pay money, the Seller may recover the money from the Guarantor as a liquidated debt.

66.2. Each Guarantor agrees that they are liable jointly and severally to the Seller if the Buyer breaches the Contract. The Guarantor agrees to pay the Seller any money for the Seller's loss resulting from the breach.

67. Indemnity

67.1. In addition to the Guarantor's liability under clause 66, the Guarantor indemnifies the Seller against loss incurred because the Buyer is not bound by some or all of its Obligations under this Contract.

67.2. The Guarantor agrees to unconditionally and irrevocably indemnify the Seller against all damages, costs, expenses and losses of any kind

(including legal fees on a full indemnity basis) which the Seller may suffer as a result of:-

- (1) any breach by the Buyer of the Contract;
- (2) any failure by the Buyer to observe an obligation of the Contract;
- (3) settlement of the Contract not occurring or not taking effect; or
- (4) the Buyer having no obligations, being relieved of any obligations or any obligations becoming unenforceable under the Contract.

68. Matters Not Affecting Guarantor's Liability

68.1. The Guarantor's liability under clauses 66 and 67 is not affected by:

- (1) the granting of time, forbearance or other concession by the Seller to the Buyer or any Guarantor;
- (2) an absolute or partial release of the Buyer or any Guarantor or a compromise with the Buyer or any Guarantor;
- (3) a variation of this Contract;
- (4) an assignment of this Contract by the Buyer;
- (5) the termination of this Contract;
- (6) the fact that this Contract is wholly or partially void, voidable or unenforceable;
- (7) the non-execution of this Contract by one or more of the persons named as Guarantor or the unenforceability of the guarantee or indemnity against one or more of the Guarantors; or
- (8) the exercise or purported exercise by the Seller of its Rights under this Contract.

69. Payment Later Voided

69.1. The Guarantor's liability is not discharged by a payment to the Seller which is later voided by law. If that happens, the Seller, the Buyer and the Guarantor will be restored to their respective Rights and Obligations as if the payment had not been made.

70. Indemnity on Disclaimer

70.1. If a liquidator or trustee in bankruptcy disclaims this Contract, the Guarantor indemnifies the Seller against any resulting loss.

71. Guarantor Not to Prove in Liquidation or Bankruptcy

71.1. Until the Seller has received all money payable to it by the Buyer:

- (1) the Guarantor must not prove or claim in any liquidation, bankruptcy, composition, arrangement or assignment for the benefit of creditors; and
- (2) the Guarantor must hold any claim it has and any dividend it receives on trust for the Seller.

72. Guarantee to Continue on Assignment of Rights

72.1. If the Seller assigns its Rights under this Contract, the benefit of the guarantee and indemnity in this clause extends to the assignee and continues concurrently for the benefit of the Seller regardless of the assignment unless the Seller releases the Guarantor in writing.

73. Provision of Guarantee and Indemnity

73.1. If the Buyer is a corporation, the directors or principal shareholders of the Buyer (as required by the Seller) must provide a Guarantee and Indemnity under clauses 65 to 71.

MISCELLANEOUS**74. Display Units and Signs**

74.1. The Buyer must not object to the Seller's efforts to sell lots in the Building either before or after the Settlement Date.

74.2. In particular the Seller may:

- (1) establish and maintain a sales office and/or display lots;
- (2) display signs; and
- (3) use the Common Property for all purposes associated with the marketing and sales of lots in the Entire Development including for

signage, hosting commercial and marketing functions and other purposes associated with the Seller's efforts to sell lots within the Entire Development.

74.3. In exercising the Seller's rights under this clause the Seller must at all times give reasonable consideration to the Buyer's convenience and comfort.

75. No Caveats

75.1. The Buyer must not lodge a caveat over the Land or any subdivided part of the Land. The Buyer irrevocably appoints the Seller and its directors, separately, to be the Buyer's attorney to sign a withdrawal of a caveat lodged by the Buyer contrary to this clause.

76. No Assignment by Buyer

76.1. The Buyer may not assign the benefit of this Contract.

77. Dealings with Land

77.1. The Seller may deal with the Land prior to completion and without limitation, may mortgage charge or give other securities over the Land and the Buyer must not object to any dealings by the Seller.

77.2. The Buyer shall have no right to object should the Seller in its absolute discretion elect not to create the Scheme;

77.3. The Buyer shall not object to the lawful development, use and layout of the Scheme lots.

77.4. The Buyer will make no objection if the Seller, as original owner, allocates right of exclusive use over any part/s of the common property of the Scheme.

78. The Seller may assign the Land

78.1. The Seller may sell the Land and assign its interest in the Contract provided the purchaser of the Land enters into a written agreement with the Seller (and if requested by the Seller signs a Deed Poll in favour of the Buyer) to be bound by the Contract in the Seller's place, and the Seller will then be released from any further obligations under the Contract.

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78.2. If the Seller assigns its interest in the Land and the Lot the Buyer:-

- (1) remains bound by the terms of this Contract in favour of the assignee of the Seller's interest in the Land and the Lot as if the assignee were the Seller so named in this Contract; and
- (2) must, where the Buyer has provided a bank guarantee including a Complying Bank Guarantee which is unable to be assigned to the assignee, within ten (10) Business Days, of the assignment by the Seller under this clause, provide either:-
 - (a) a replacement Complying Bank Guarantee in favour of the assignee; or
 - (b) a cash deposit,

In exchange for the return of any previous bank guarantee including a Complying Bank Guarantee.

78.3. If the Buyer paid the Deposit by cash, the Deposit will be held for the benefit of the Buyer and the assignee in accordance with the terms of this Contract.

79. Continuing Obligations - No Merger

79.1. Each obligation and warranty that is capable of having future operation continues in force although this Contract has otherwise been fully performed.

80. Resale of Lot

80.1. If, prior to settlement, the Buyer enters into a contract, option agreement or other arrangement for the sale of the Lot, the Buyer must immediately give to the Seller, details of such sale, including:

- (1) the purchase price;
- (2) identity of the new buyer;
- (3) contract details of the new buyer; and
- (4) any other information reasonably required by the Seller.

80.2. The Seller is not required to sign a transfer by direction for any on-sale of the Lot by the Buyer under clause 80.1.

81. Buyer's obligation to disclose rebates

81.1. The Buyer confirms that it will disclose to all parties such as financiers to the Buyer, full and complete details of any rebate, concession or other discount against the Purchase Price afforded to the Buyer whether detailed in this Contract or otherwise so as to ensure that any interested party is fully appraised and does not misunderstand the financial terms of the Contract and associated arrangements (if any) between the Seller and the Buyer.

81.2. The Buyer confirms that any declaration it makes with respect to the Contract or the Transfer Documents will be true and correct and complete in every respect.

81.3. The Buyer consents to the Seller disclosing any rebate, concession, discount or other valuable consideration as referred to in this clause to any Buyer's financier or similar interested party.

82. Foreign Investment

82.1. The Buyer warrants that the statement in Item 10 of the Reference Schedule is correct.

82.2. The Buyer must give the Seller any information the Seller needs when requested so that the Seller can comply with any approval under the Foreign Acquisitions and Takeovers Act 1975 ("FATA").

82.3. If the Seller does not have an approval under regulation 3(e) of the FATA regulations and the Buyer's acquisition of the Lot requires approval under FATA, this Contract is conditional on the Buyer obtaining the approval for the acquisition under FATA within 40 days of the date of this Contract. The Buyer must do all things necessary to obtain the approval promptly.

83. Privacy

83.1. The Buyer consents to:

- (1) the collection of the Personal Information;
- (2) the use and disclosure by the Seller of the Personal Information for the purposes of enabling the Seller to comply with its obligations under, associated with and arising in connection with this Contract,

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- including any obligations to any third parties, such as the Seller's financiers;
- (3) the disclosure to, and use by, third party contractors and service providers engaged by the Seller of the Personal Information for the purpose of:
 - (a) enabling the Seller to comply with and fulfill its obligations under or arising pursuant to or in connection with this Contract; and
 - (b) procuring the provision to the Buyer of products and services contemplated by this Contract or other products and services provided by the Seller; and
 - (c) the use and disclosure by the Seller of the Personal Information for the purposes of enabling the Seller to enforce its rights under this Contract.

83.2. The Buyer acknowledges that:

- (1) the Personal Information is held by the Seller subject to the requirements of the Privacy Act;
- (2) in accordance with the requirements of the Privacy Act, the Buyer may request access to the Personal Information and request that it be corrected at any time; and
- (3) the Buyer may request access to the Personal Information or request that it be corrected by contacting the Privacy Officer.

83.3. In this clause the following words have the following meanings:

- (1) **Personal Information** means all personal information (as defined in the Privacy Act 1988 (Cth)) relating to the Buyer, including all personal information set out in this Contract;
- (2) **Privacy Act** means the Privacy Act 1988 (Cth) and any regulations, ancillary rules, guidelines, orders, directions, directives, codes of conduct or other instrument made

or issued under that Act, as amended from time to time; and

- (3) **Privacy Officer** means the Seller.

84. Instalment Contracts

84.1. In this clause:-

- (1) "PLA" means *Property Law Act 1974 (Qld)*.
- (2) "Instalment Contract" has the meaning given to it under Section 71 of the PLA.

84.2. If:-

- (1) it is found that this Contract is an Instalment Contract; or
- (2) any interpretation of any annexure or Special Condition (to this Contract) causes this Contract to be or become an Instalment Contract; or
- (3) any negotiation or agreement reached between the Seller and the Buyer following formation of this Contract causes this Contract to be or become an Instalment Contract,

then the Buyer consents to the Seller mortgaging and/or charging the Land (including the Lot) on terms and conditions the Seller in its total discretion determines. The Buyer acknowledges this consent is consent for the purposes of Section 73(1) of the PLA.

84.3. Despite any contrary provision in this Contract including any contrary provision contained in any Special Conditions to this Contract, the Buyer is not bound to make a payment or payments of amounts which total in excess of ten (10) % of the Purchase Price (including any variations) without becoming entitled to receive a conveyance in exchange for the payment or payments. If the Buyer pays more than ten (10) % of the Purchase Price as Deposit, the Buyer is entitled to a refund of the amount in excess of ten (10) % upon request to the Seller. If the Seller refunds an amount paid in excess of the ten (10) % Deposit, the Buyer will still be required to pay the Purchase Price less any cash Deposit paid at Settlement.

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84.4. Nothing in this Contract permits the Buyer to elect that the Contract be performed in a manner which would constitute it to be an Instalment Contract. The provisions of clause 83.1(3) are mandatory overriding provisions and override any other provision of this Contract including any Special Conditions to this Contract. The Buyer is not bound to make payment or payments of amounts which total in excess of ten (10) % of the Purchase Price without being entitled to receive a conveyance in exchange for the payment or payments.

85. Mortgage of Lot

85.1. The Seller is entitled to mortgage or further mortgage the Land or the Lot and the Buyer hereby consents to any such mortgaging or further mortgaging.

86. Buyer as trustee

86.1. The Buyer warrants to the Seller that it has not entered into this Contract and it is not purchasing the Lot as an undisclosed trustee of any trust.

86.2. If the Buyer is purchasing as a trustee of a trust, then the Buyer warrants to the Seller that the Buyer:-

- (1) is the sole trustee of that trust;
- (2) enters into this Contract for the sole benefit of the beneficiaries of that trust;
- (3) is entitled to be indemnified from the assets of the trust against any liability undertaken under this Contract; and
- (4) will, upon request by the Seller, deliver to the Seller copies of all documents establishing or amending the trust or making appointments under the trust.

87. Management Rights

87.1. The Buyer acknowledges that as at the Contract Date the Seller may be negotiating to sell or may have sold the caretaking and letting rights for the Scheme and the Buyer acknowledges and agrees that:-

- (1) the proceeds from the sale of the Caretaking and Letting Rights and any lot sold in

conjunction with those rights is payable to the Seller;

- (2) neither the Buyer nor the Body Corporate is entitled to make any claim for compensation, damages or claim for account or proceeds or profit from that sale;
- (3) the Buyer has had fully disclosed to it all details the Buyer requires to be disclosed in respect of those transactions and the Buyer does not request or require any further or additional disclosure;
- (4) the Buyer acknowledges that the price payable to the Seller in respect of the sale of the caretaking and letting rights may be in the vicinity of two (2) to ten (10) times the remuneration expected to be received by the Caretaker and Letting Agent;
- (5) the Buyer acknowledges that the Body Corporate is not under the Act entitled to receive remuneration for the grant of any Caretaking and Letting Rights;
- (6) the Buyer will not Object in the event that any Caretaker and/or Letting Agent is an entity related to the Seller; and
- (7) the Caretaker and/or Letting Agent may, but is not obliged to, own or occupy a lot in the Scheme but may do so at its election.

87.2. The Buyer acknowledges that:-

- (1) neither the Seller nor the Letting Agent proposes to conduct a serviced apartment operation at the Scheme;
- (2) there is no obligation on the Buyer (or any Buyer of a Lot in the Scheme) to make their Lot available to the Seller or the Letting Agent for letting to prospective tenants;
- (3) no lot in the Scheme will be made available for letting on an overnight or short-term basis;
- (4) there is no understanding between or amongst Buyers of any lots in the Scheme and the Seller or the Letting Agent that any

lot made available to the Letting Agent for letting to prospective tenants will be let on a rotational or other basis, and being accepted that a tenant will have the right to select any lot and may have preference for a particular lot;

(5) If a Buyer of a lot makes that lot available to the Letting Agent for letting to prospective tenants it is the intention that any letting will be for a period of not less than ninety (90) days;

(6) there will be no pooling of rental income between the lots and accordingly the Seller is of the view that neither the sale of lots nor the operation of the letting business by the Letting Agent amounts to a serviced strata scheme in accordance with the provisions for Corporations Act 2001 (Cth).

88. Infrastructure Agreement and Easement in Gross

88.1. The Seller may at the first extraordinary general meeting of the Body Corporate, cause the Body Corporate to enter into any necessary infrastructure agreement with the lot owners and/or local authority and/or other parties to allow lot owners the use and benefit of infrastructure utilities servicing their lot.

88.2. The Buyer will if requested by the Seller sign a covenant in favour of the local authority to satisfy the requirements for any registered Easement in Gross and further consents to the execution of a similar covenant being signed by the Body Corporate if required.

89. Severability

89.1. If anything in this Contract is unenforceable, illegal or void then it is severed and the rest of this Contract remains in force.

90. Variation

90.1. An amendment or variation to this Contract is not effective unless it is in writing and signed by the parties.

91. Waiver

91.1. A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.

91.2. The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right.

91.3. A waiver is not effective unless it is in writing.

91.4. Waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

92. Costs

92.1. The Buyer and the Seller must pay their own costs associated with the Contract, but the Buyer must pay all stamp duty and registration fees on the Transfer Documents. If the Buyer does not pay the stamp duty, the Seller may pay it and recover it from the Buyer as a liquidated debt together with interest from the date of payment.

92.2. The Buyer must pay the transfer duty on this Contract and registration fees on the transfer. Apart from that, each party must pay its own costs. If asked, the Buyer must give the Seller evidence at settlement that it has paid the transfer duty on this Contract or pay to the Seller, with the Balance Purchase Price, the amount of the transfer duty, which the Seller must pay to the Office of State Revenue.

93. Misdescriptions

93.1. If there is any mistake in the Contract regarding the description of the Land, Lot, Exclusive Use Area(s) or the Common Property, the Contract may be terminated by the Seller.

94. Notices

94.1. A notice under this Contract:

- (1) must be in writing;
- (2) may be given by a party or its solicitor; and
- (3) may be:
 - (a) sent by prepaid ordinary post to the address of a party or its solicitor as

stated in the Reference Schedule ("Party's Address");

- (b) sent to the facsimile number of a party or its solicitor as stated in the Reference Schedule; or
- (c) otherwise delivered at the Party's Address.

94.2. A notice must be treated as received:

- (1) if sent by post, on the 2nd Business Day after posting;
- (2) if sent by facsimile, on production of a transmission report by the sending machine which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient; or
- (3) if otherwise delivered at the Party's Address, upon delivery.

94.3. A notice sent or delivered in a manner provided by clause 92.1 must be treated as validly given to and received by the party to which it is addressed even if:

- (1) the addressee has been liquidated or deregistered or is absent from the place at which the notice is delivered or to which it is sent; or
- (2) the notice is returned unclaimed.

94.4. Either party may also send notices by email to the other party. Any notice sent by email will be taken as validly given if the party sending the email receives an electronic notification that the email was delivered to the recipient.

94.5. For the purposes of Section 11 and 12 of the Electronic Transactions Act 2001 (Qld), the parties consent to information being given by electronic communication.

94.6. The Buyer and the Buyer's Solicitor authorise the Seller and the Seller's Solicitor to act as its agent to give notice to the Body Corporate after Settlement that the Buyer has become the owner of the Lot and for that purpose the Seller is authorised to use the latest contact particulars of

the Buyer given to it by the Buyer for the purpose of giving such notice and if no particulars have been provided then the Buyer's particulars in the Reference Schedule will be used.

94.7. The Buyer and Seller agree the time for giving any notices under Section 214 of the Act is extended to 5:00pm on the date the notice is given.

94.8. It is agreed that no notice or further disclosure of any kind made by the Seller to the Buyer constitutes a "further statement" for the purposes of Section 214 of the Act unless any such notice or disclosure specifically states that it is intended to constitute a further statement.

95. Governing Law and Jurisdiction

95.1. The law of Queensland governs this Contract.

95.2. The parties submit to the non-exclusive jurisdiction of the courts of Queensland and the Federal Court of Australia.

96. CGT Withholding payment

96.1. This clause applies only if both the following applies:

- (1) the sale is not an excluded transaction under the Withholding Law; and
- (2) the Seller has not given the Buyer on or before Settlement either an ATO Clearance Certificate or a variation notice of the Withholding Law which remains current at the Settlement Date varying the CGT Withholding Amount to nil.

96.2. The Seller irrevocably directs the Buyer to draw a bank cheque for the CGT Withholding Amount in favour of the deputy commissioner of taxation.

96.3. The Buyer must lodge a Foreign Resident Capital Gains Withholding Purchaser Notification Form with the Australian Tax Office for each person comprising the Buyer and give copies to the Seller with the payment reference numbers (PRN) on or before Settlement.

96.4. The Seller must pay the CGT Withholding Amount to the deputy commissioner of taxation in accordance with the Withholding Law and give the

Buyer evidence that it has done so within 5 Business Days of Settlement occurring.

96.5. The market value of the CGT asset for the purpose of the Withholding Law is taken to be the Purchase Price less any GST included in the Purchase Price for which the Buyer is entitled to an input tax credit.

97. Application of Electronic Settlement

97.1. Clauses 97, 98, 99 and 100 apply if the Buyer, Seller and each Financial Institution Involved in the transaction agree to an Electronic Settlement using the same ELNO System and overrides any other provision of this Contract to the extent of any inconsistency.

97.2. Acceptance of an Invitation to an Electronic Workspace is taken to be an agreement for clause 97.1.

97.3. Clauses 97, 98, 99 and 100 (except clause 100.3) cease to apply if either party gives notice under clause 100 that Settlement will not be an Electronic Settlement.

98. Completion of Electronic Workspace

98.1. The parties must:

- (1) ensure that the Electronic Workspace is completed and all Electronic Conveyancing Documents and the Financial Settlement Schedule are Digitally Signed prior to Settlement; and
- (2) do everything else required in the Electronic Workspace or otherwise to enable Settlement to occur on the Settlement Date.

98.2. If the parties cannot agree on a time for Settlement the time to be nominated in the Workspace is 4pm AEST.

98.3. If any part of the Purchase Price is to be paid to discharge an Outgoing:

- (1) the Buyer may, by notice in writing, to the Seller require that the amount is paid to the Buyer's Solicitors trust account and the Buyer is responsible for paying the amount to the relevant authority;

- (2) for amounts to be paid to destination accounts other than the Buyer's Solicitor's trust account, the Seller must give the Buyer a copy of the current account for the Outgoing to enable the Buyer to verify the destination account details in the Financial Settlement Schedule.

98.4. If the Deposit is required to discharge any Encumbrance or pay an Outgoing at Settlement:

- (1) the Stakeholder must, if directed by the Seller at least 2 Business Days prior to Settlement, pay the Deposit less commission as clear funds to the Seller's Solicitor;
- (2) the Buyer and the Seller authorise the Stakeholder to make the payment in clause 98.4(1);
- (3) the Seller's Solicitor will hold the money as Stakeholder under the Contract;
- (4) the Seller and Buyer authorise the Seller's Solicitor to pay the money as directed by the Seller in accordance with the Financial Settlement Schedule.

99. Electronic Settlement

99.1. Clauses 33.1, 33.3 and 35 do not apply.

99.2. Payment of the balance Purchase Price electronically as directed by the Seller's Solicitor in the Financial Settlement Schedule satisfied the Buyer's obligation in clause 34.1.

99.3. The Seller and Buyer will be taken to have complied with clause 57.3(3) if at Settlement the Financial Settlement Schedule specifies payment of the relevant amount to the account nominated by the Commissioner of Taxation.

99.4. A party is not in default to the extent it is prevented from complying with an obligation because the other party or the other party's Financial Institution has not done something in the Electronic Workspace.

99.5. Any rights under the Contract or at law to terminate the Contract may not be exercised during the time

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the Electronic Workspace is locked for Electronic Settlement.

99.6. Electronic Settlement is taken to occur when Financial Settlement is effected, whether or not Electronic Lodgement has occurred.

99.7. If Settlement fails and cannot occur by 4pm AEST on the Settlement Date because a computer system operated by the Department, Office of State Revenue, Reserve Bank, a Financial Institution or the relevant ELNO System is inoperative, neither party is in default and the Settlement Date is deemed to be the next Business Day. Time remains of the essence.

99.8. The Buyer must pay its own fees and charges of using the relevant ELNO System for Electronic Settlement.

99.9. The Buyer must pay the Seller's fees and charges of using the relevant ELNO System for Electronic Settlement.

100. Withdrawal from Electronic Settlement

100.1. Either party may elect not to proceed with an Electronic Settlement by giving written notice to the other party.

100.2. A notice under clause 100.1 may not be given later than 5 Business Days before the Settlement Date unless an Electronic Settlement cannot be effected because

- (1) the transaction is not a Qualifying Conveyancing Transaction; or
- (2) a party's Solicitor is unable to complete the transaction due to death, a loss of legal capacity or appointment of a receiver of administrator (or similar) to their legal practice or suspension of their access to the ELNO System; or
- (3) the Buyer's or Seller's Financial Institution is unable to use the relevant ELNO System to effect Electronic Settlement.

100.3. If clause 100.2 applies:

- (1) the party giving the notice must provide satisfactory evidence of the reason for the withdrawal; and
- (2) the Settlement Date will be extended to the date 5 Business Days after the Settlement Date.

RIGHT OF FIRST REFUSAL

101. Grant of right of first refusal to Seller

101.1. In consideration of the Seller agreeing to pay the Buyer \$10.00 within 10 Business Days after demand for payment by the Buyer, the Buyer grants to the Seller (or a nominee of the Seller) a first right of refusal to buy the Lot on the terms and conditions set out in this Special Condition 101.

101.2. The Buyer shall not at any time sell or transfer the Lot within 5 years from the Settlement Date without first offering to sell the Lot to the Seller (or its nominee) on an unencumbered basis (except for the Encumbrances permitted by this Contract) at the ROFR Price. The offer by the Buyer to sell the Land to the Seller (or its nominee) must be made in accordance with the following provisions:

- (1) The Buyer must give Notice to the Seller of its intention to sell the Lot accompanied by an REIQ Contract for Residential Lots in a Community Titles Scheme (in the then current version):
 - (a) which is signed by the Buyer (as seller to sell the Lot);
 - (b) for the ROFR Price;
 - (c) with a deposit of \$1,000.00 payable by the Seller (or its nominee) 2 Business Days from the Contract Date; and
 - (d) with a settlement date of 30 days after the date of the contract, (ROFR Contract); and
- (2) If the Seller or its nominee wish to buy the Lot, the Seller (or nominee) must, within 30 days after the receipt of the Notice and the

ROFR Contract, cause the ROFR Contract to be signed by the Seller (or its nominee as buyer to buy the Lot and return it to the Buyer.

101.3. On the return of the ROFR Contract signed by the Seller (or its nominee), the ROFR Contract will have been entered into by the Seller (or its nominee as buyer) and the Buyer (as seller) and will be binding upon them according to its terms.

101.4. If the Seller (or its nominee) does not deliver the signed ROFR Contract to the Buyer or if Seller gives Notice to the Buyer that it will not exercise its first refusal right to buy the Land, then the Buyer shall be at liberty to enter into a contract to sell the Lot to any other third party.

101.5. It is the intent of the parties to be contractually bound to buy and sell the Lot on the application of this Special Condition. The Buyer agrees to act with utmost good faith towards the Seller and agrees that the Buyer.

- (1) Must not withdraw the right of the first refusal granted to the Seller under this Special Condition;
- (2) must strictly comply with its obligations under this Special Condition; and
- (3) must not act in such a way or omit to do something (or both) for the purpose of defeating the intent of this Special Condition.

101.6. Concerning the ROFR Contract, the Parties must comply with all legislation including but not limited to the Property Occupations Act 2014 (Qld) as amended or replaced.

101.7. To secure to the Seller the Seller's interest in the Lot pursuant to this Special Condition, the Buyer must sign a consent to the Seller's caveat over the Lot and:

- (1) the form of consent will be prepared by and at the cost of the Seller;
- (2) the Buyer must sign the consent to the Seller's caveat and return it to the Seller

within 10 Business Days after the Seller submits it to the Buyer;

(3) for the purpose only of securing the Seller's right to caveat under this Special Condition, the Buyer charges its interest in the Lot in favour of the Seller;

(4) The Seller may lodge and register with the Department the Seller's caveat and the Buyer's consent at any time;

(5) The Buyer:

(a) by signing this Contract, consents to the Seller's caveat and irrevocably appoints the Seller and, its officers, severally, as the Buyer's attorney to sign any consent (or other instrument in regard to) the Seller's caveat;

(b) agrees that this power of attorney is a power of attorney given as security in terms of Section 10 of the Powers of Attorney Act 1998 and may:

(A) not be revoked by the Buyer without the consent of the Seller;

(B) be exercised even if this involves a conflict of duty by an attorney; and

(C) be exercised by the attorney even if the attorney has a personal interest in doing so;

(c) The Seller does not waive any rights whether personal, the statutory or otherwise by lodging a caveat over the Lot; and

(d) The Seller must give the Buyer a withdrawal of any caveat lodged by the Seller within 10 business Days after the date which is five (5) years after the Settlement Date.

101.8. The Buyer must not sell, transfer, dispose, or in any other way part with possession of the Lot without first obtaining a covenant from any buyer,

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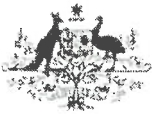
transferee, disponsee or assignee agreeing to be bound by this Special Condition, which covenant must include a requirement that each subsequent buyer, transferee, disponsee or assignee of the Lot obtain a further covenant on these terms.

101.9. The Parties must pay their own costs in relation to this Special Condition. The Seller must pay all registration fees associated with the caveat in Special Condition 101.7.

101.10. This Special Condition:

- (1) is for the benefit of the Seller and may only be waived by the Seller; and
- (2) does not merge on Settlement and remains in full force and effect.





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Activity statement 001

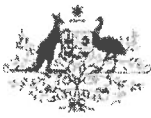
Tax type summary

Income tax year	2022
Period	01 July 2021 - 30 June 2022
Type	Pay as you go Instalments
Balance	\$8,000.00 DR

Transactions

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
30/09/2021	28/10/2021	Original Activity Statement for the period ending 30 Sep 21 - PAYG Instalments	\$2,000.00		\$2,000.00 DR
07/03/2022	28/02/2022	Original Activity Statement for the period ending 31 Dec 21 - PAYG Instalments	\$2,000.00		\$4,000.00 DR
01/05/2022	28/04/2022	Original Activity Statement for the period ending 31 Mar 22 - PAYG Instalments	\$2,000.00		\$6,000.00 DR
31/07/2022	28/07/2022	Original Activity Statement for the period ending 30 Jun 22 - PAYG Instalments	\$2,000.00		\$8,000.00 DR

POSTED



8.2

Income tax 552

Date generated	15 December 2022
Overdue	\$0.00
Not yet due	\$0.00
Balance	\$0.00

Transactions

4 results found - from 15 December 2020 to 15 December 2022 sorted by processed date ordered newest to oldest

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
2 Aug 2021	5 Aug 2021	EFT refund for Income Tax for the period from 01 Jul 20 to 30 Jun 21	\$100,760.95		\$0.00
2 Aug 2021	2 Aug 2021	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 20 to 30 Jun 21		\$100,760.95	\$100,760.95 CR
18 Mar 2021	23 Mar 2021	EFT refund for Income Tax for the period from 01 Jul 19 to 30 Jun 20	\$1,650.00		\$0.00
18 Mar 2021	18 Mar 2021	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 19 to 30 Jun 20		\$1,650.00	\$1,650.00 CR



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Activity statement 001

Date generated	12 January 2023
Overdue	\$0.00
Not yet due	\$0.00
Balance	\$6,486.00 CR

Transactions

20 results found - from 12 January 2021 to 12 January 2023 sorted by processed date ordered newest to oldest

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
3 Jan 2023	28 Dec 2022	Payment received		\$6,486.00	\$6,486.00 CR
30 Oct 2022	30 Oct 2022	General interest charge			\$0.00
30 Oct 2022	28 Oct 2022	Original Activity Statement for the period ending 30 Sep 22 - PAYG Instalments	\$6,486.00		\$0.00
10 Oct 2022	7 Oct 2022	Payment received		\$6,486.00	\$6,486.00 CR
31 Jul 2022	31 Jul 2022	General interest charge			\$0.00
31 Jul 2022	28 Jul 2022	Original Activity Statement for the period ending 30 Jun 22 - PAYG Instalments	\$2,000.00		\$0.00
5 Jul 2022	4 Jul 2022	Payment received		\$2,000.00	\$2,000.00 CR
1 May 2022	1 May 2022	General interest charge			\$0.00
1 May 2022	28 Apr 2022	Original Activity Statement for the period ending 31 Mar 22 - PAYG Instalments	\$2,000.00		\$0.00
7 Apr 2022	6 Apr 2022	Payment received		\$2,000.00	\$2,000.00 CR
7 Mar 2022	7 Mar 2022	General interest charge			\$0.00
7 Mar 2022	28 Feb 2022	Original Activity Statement for the period ending 31 Dec 21 - PAYG Instalments	\$2,000.00		\$0.00
4 Jan 2022	24 Dec 2021	Payment received		\$2,000.00	\$2,000.00 CR
4 Oct 2021	1 Oct 2021	Payment received		\$2,000.00	\$0.00
30 Sep 2021	28 Oct 2021	Original Activity Statement for the period ending 30 Sep 21 - PAYG Instalments	\$2,000.00		\$2,000.00 DR
8 Jul 2021	28 Jul 2021	Original Activity Statement for the period ending 30 Jun 21 - PAYG Instalments	\$302.00		\$0.00
2 Jul 2021	1 Jul 2021	Payment received		\$302.00	\$302.00 CR
8 Apr 2021	28 Apr 2021	Original Activity Statement for the period ending 31 Mar 21 - PAYG Instalments	\$1,844.00		\$0.00