

1-1

First rented
9/1/21

James

Ref: YARDEN
Page: 1

Yarden SMSF Investments Pty Ltd
 Owner Income & Expenditure for July 2020 to June 2021

Property: 3 Bonton Avenue DECEPTION BAY QLD 4508

	Debit	Credit
Balance Brought Forward		0.00
Income		
101 Rent		6552.85
164 Outgoings Recovered - Water Usage		117.45
Total Income		6670.30
Expenditure		
332 R & M - General	79.00	
419 GST on fees	49.24	
481 Management Fees	491.46	
Total Expenditure	619.70	
Balance Carried Forward		0.00
Net Income Paid to Owner		6050.60
	6670.30	6670.30

\$540.70

[

Net income is equal to balance brought forward plus income, less expenditure, less carried forward balance.

Bay & District Realty
 440 Deception Bay Road, Deception Bay QLD 4508
 Ph: 07 3203 2888
 bayanddistrict@outlook.com
 ABN: 14 500 571 647

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James

Agent ABN: 14-500-571-647
 Primary Owner Statement for
 January 2021
 Reprinted: 29/01/21
 Reference: YARDEN
TAX INVOICE

Yarden SMSF Investments Pty Ltd
 Manager: Kristy Gibbs

Property	Tenant	Rent	Paid From	To	Periods	Paid	Credit
3 Bonton Avenue	Robert Borland & Kristy-Lee Brady	330.00	W1 09/01/21	04/02/21	3	330.00	0.00
Date	Disbursements & Sundry Receipts					Debit	Credit
	Total Rent Collected From Tenants						330.00
21/01/21	3 Bonton Avenue	Settled - Rent transfer from 3 Bonton Avenue					330.00
21/01/21	3 Bonton Avenue	Settled - Total MFee transfer from 3 Bonton Avenue				27.23	
	(Includes 2.48 GST)						
29/01/21	Cheque payment to owner	Yarden SMSF Investments Pty Lt				605.54	
	*Management Fees					24.75	
	Plus GST on items marked *					2.48	
						660.00	660.00
	NETT AMOUNT						0.00

Great news!!! Our area is experiencing a great deal of sales interest and is a seller's market, with stock being very low and a large number of buyers competing to purchase a home. Perhaps this favourable real estate market fits your plans. If you would like more information on the value of your investment property, please feel free to contact our Sales Manager Jason Gould direct on 0457 702 854.

Bay & District Realty
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 Ph: 07 3203 2888
 bayanddistrict@outlook.com
 ABN: 14 500 571 647

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James

Agent ABN: 14-500-571-647
 Primary Owner Statement for
 February 2021
 Reprinted: 26/02/21
 Reference: YARDEN
TAX INVOICE

Yarden SMSF Investments Pty Ltd
 Manager: Kristy Gibbs

Property	Tenant	Rent	Paid From	To	Periods	Paid	Credit
3 Bonton Avenue	Robert Borland & Kristy-Lee Brady	330.00	W1 05/02/21	04/03/21	4	1320.00	0.00
Date	Disbursements & Sundry Receipts					Debit	Credit
Total Rent Collected From Tenants							1320.00
15/02/21	EFT payment to owner		Yarden SMSF Investments Pty Lt			908.31	
26/02/21	EFT payment to owner		Yarden SMSF Investments Pty Lt			302.77	
	*Management Fees					99.00	
	Plus GST on items marked *					9.92	
						1320.00	1320.00
NETT AMOUNT							0.00

Bay & District Realty
 440 Deception Bay Road, Deception Bay QLD 4508
 Ph: 07 3203 2888
 bayanddistrict@outlook.com
 ABN: 14 500 571 647

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James

Agent ABN: 14-500-571-647
 Primary Owner Statement for
 March 2021
 Reprinted: 31/03/21
 Reference: YARDEN
TAX INVOICE

Yarden SMSF Investments Pty Ltd
 Manager: Kristy Gibbs

Property	Tenant	Rent	Paid From	To	Periods	Paid	Credit
3 Bonton Avenue	Robert Borland & Kristy-Lee Brady	330.00	W1 05/03/21	08/04/21	5	1650.00	0.00
Date	Disbursements & Sundry Receipts					Debit	Credit
	Total Rent Collected From Tenants						1650.00
15/03/21	EFT payment to owner Yarden SMSF Investments Pty Lt					908.31	
31/03/21	EFT payment to owner Yarden SMSF Investments Pty Lt					605.54	
	*Management Fees					123.75	
	Plus GST on items marked *					12.40	
						1650.00	1650.00
	NETT AMOUNT						0.00

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Bay & District Realty
440 Deception Bay Road, Deception Bay QLD 4508
Ph: 07 3203 2888
bayanddistrict@outlook.com
ABN: 14 500 571 647

James

Agent ABN: 14-500-571-647
Primary Owner Statement for
April 2021
Reprinted: 30/04/21
Reference: YARDEN
TAX INVOICE

Yarden SMSF Investments Pty Ltd
Manager: Kristy Gibbs

Property	Tenant	Rent	Paid From	To	Periods	Paid	Credit
3 Bonton Avenue	Robert Borland & Kristy-Lee Brady	330.00	W1 09/04/21	06/05/21	4	1320.00	0.00
Date	Disbursements & Sundry Receipts					Debit	Credit
	Total Rent Collected From Tenants						1320.00
15/04/21	EFT payment to owner		Yarden SMSF Investments Pty Lt		605.54		
30/04/21	EFT payment to owner		Yarden SMSF Investments Pty Lt		605.54		
	*Management Fees				99.00		
	Plus GST on items marked *				9.92		
					1320.00	1320.00	
	NETT AMOUNT						0.00

SMOKE ALARM COMPLIANCE

We advise all our owners that the new smoke alarm laws come into effect as from 1st January 2022.
It is essential to have this transition done as soon as possible as the alarm companies may be
very busy in the latter part of the year.
Please contact our office with your instructions.

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James

Agent ABN: 14-500-571-647
 Primary Owner Statement for
 May 2021
 Reprinted: 31/05/21
 Reference: YARDEN
TAX INVOICE

Yarden SMSF Investments Pty Ltd
 Manager: Kristy Gibbs

Property	Tenant	Rent	Paid From	To	Periods	Paid	Credit
3 Bonton Avenue	Robert Borland & Kristy-Lee Brady Vacating: 09/06/21	330.00	W1 07/05/21	09/06/21	4	1602.85	0.00

Date	Disbursements & Sundry Receipts		Debit	Credit
	Total Rent Collected From Tenants			1602.85
14/05/21	EFT payment to owner Yarden SMSF Investments Pty Lt		605.54	
18/05/21	3 Bonton Avenue Smoke Alarm Solutions Annual smoke alarm service (Includes 7.18 GST)	Inv:SI00573134	79.00	
31/05/21	EFT payment to owner Yarden SMSF Investments Pty Lt		786.06	
	*Management Fees		120.21	
	Plus GST on items marked *		12.04	
			1602.85	1602.85
	NETT AMOUNT			0.00

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James

Agent ABN: 14-500-571-647
Primary Owner Statement for
June 2021
Reprinted: 30/06/21
Reference: YARDEN
TAX INVOICE

Yarden SMSF Investments Pty Ltd
Manager: Kristy Gibbs

Property	Tenant	Rent	Paid From	To	Periods	Paid	Credit
3 Bonton Avenue	Robert Borland & Kristy-Lee Brady Vacating: 09/06/21	330.00	W1 09/06/21	09/06/21	0	0.00	0.00

Date	Disbursements & Sundry Receipts	Debit	Credit
09/06/21	3 Bonton Avenue Water usage 17 Feb - 9 Jun 21 3 (Robert Borland)		81.55
15/06/21	EFT payment to owner Yarden SMSF Investments Pty Lt	81.55	
17/06/21	3 Bonton Avenue Water usage 17 Feb - 9 Jun 21 3 (Robert Borland)		35.90
30/06/21	EFT payment to owner Yarden SMSF Investments Pty Lt	35.90	
		117.45	117.45
NETT AMOUNT			0.00

Update on the local market for our landlords information.
 Market is still bouyant with record sale prices being acheived.
 If you are thinking of selling or would like more information
 please give our sales team a call.
 Thank you one and all for your loyalty and continued support.

Tenancy Authorisation Form

Please indicate preference, sign the bottom of the form and return to our office within 14 days

Agency: Bay & District Realty
 Lessor/s: Yarden SMSF Investments Pty Ltd
 Property: 3 Bonton Avenue
 SUBURB: DECEPTION BAY STATE: QLD POSTCODE: 4508
 Tenant/s: Robert Borland Kristy-Lee Brady

Expiry date of tenancy: 17th March 2021
 Current rent rate: \$ 330.00 per Per Week ← week / fortnight / month
 Based on market research the current rent achievable for your property is between:
 \$ 330.00 and \$ 335.00 per Per Week ← week / fortnight / month
 Our agency recommends offering the price to prospective tenants/current tenants of: ← (please refer to attached written rental appraisal statement)
 \$ 335.00 per Per Week ← week / fortnight / month

Please note: If the tenants accept the offer, the smoke alarms at the property will be required to be cleaned and tested by the Lessor within 30 days prior to the commencement of the tenancy. The battery in the alarm/s must be replaced if it is found to be flat or almost flat. We will arrange for these works to be carried out as per your instructions. This is a requirement of the *Fire and Emergency Services Act 1990*.

Residential tenancy law in Queensland restricts rental increases to a minimum of 6 months between increases. Also, if a property has a non-shared pool (e.g. house) a Lessor is required to have a valid Pool Safety Certificate prior to the tenancy commencing. For a property with a shared pool (such as in an apartment complex) a lessor must provide the Tenant with a copy of the valid Pool Safety Certificate or a notice in the approved form stating that a Pool Safety Certificate cannot be provided prior to a tenancy commencing. In this situation, the pool owner (Body Corporate) will have an obligation to have a valid Pool Safety Certificate in place within 90 days of a tenancy commencing.

Agent's Signature: D. Ellis. Date: 30 March 2021

INSTRUCTIONS

As Lessor/s of the above mentioned property we advise the following instructions:

- Re-let the property for a fixed term of 6 months at suggested market rent
- Re-let the property for a fixed term of 12 months at suggested market rent
- Re-let the property at another fixed term with the end date of the tenancy to be: _____
- Re-let the property for a periodic term
- Do not re-let the property until further written notice and provide the tenant/s with a Notice to Leave the property Reason: _____
- A copy of a valid Pool Safety Certificate is attached
- There is no valid Pool Safety Certificate at this time
- Re-let the property however subject to the following conditions:

Comments/Additional Instructions to Agent:

SIGNATURES

Signed (all registered owners must sign):

Lessor/s: X Date: _____
 Lessor/s: _____ Date: _____



**YARDEN SMSF
LUMP SUM/RBS ROLLIN POSTING REPORT AT 28 JULY 2020**

Member Details

Member Name Diloi, Anila
Rollin Date 28/07/2020

Benefit Payment Data	Preserved	Res Non Pres	Unres Non Pres
Tax Free			
Taxable	225,000.00		
- taxed element			
- untaxed element			
KiwiSaver Tax Free			
Total			225,000.00

Journal Entry *

This Journal Entry assumes the consideration received has been posted to the Lump Sum Clearing Account (A/c: 492)

Account Description	Account	Debit	Credit
Lump Sum Clearing Account	492	225,000.00	
Pres/Taxable	285/001		225,000.00

2.1

Rollover benefits statement

RECEIVED
03 AUG 2020
BY: DILLOI



Central Plaza Three
70 Eagle Street, Brisbane
GPO Box 200, Brisbane QLD 4001
P 1300 360 750
F 1300 241 602
W qsuper.qld.gov.au



041/573

Yarden SMSF
PO Box 806
OXENFORD QLD 4210



Please keep a copy of this statement for your records.

Section A: Receiving fund

Australian business number (ABN)	18 389-862-135
Fund name	Yarden SMSF
Postal address	PO Box 806
Suburb/town/location	OXENFORD
State/territory	QLD
Postcode	4210
Country	Australia
Unique superannuation identifier (USI)	
Member client identifier	

Section B: Member's details

Tax file number (TFN)	364-325-662
Full name	
Title	Mrs
Surname	Diloi
First given name	Anila
Other given names	
Residential address	106 BAILEY ROAD
Suburb/town/location	DECEPTION BAY
State/territory	QLD
Postcode	4508
Country	AUSTRALIA
Date of birth	08 July 1965
Daytime phone number	0732047960
Email address (if applicable)	anila_diloi@hotmail.com

POSTED

2.3

Section C: Rollover transaction details

Service period start date 30 September 2002

Tax components

Tax-free component	\$0.00
KiwiSaver tax-free component	\$0.00
Taxable component	
Element taxed in the fund	\$225,000.00
Element untaxed in the fund	\$0.00
Total tax components	\$225,000.00

Preservation amounts

Preserved amount	\$225,000.00
KiwiSaver preserved amount	\$0.00
Restricted non-preserved amount	\$0.00
Unrestricted non-preserved amount	\$0.00
Total preservation amounts	\$225,000.00

Section D: Non-complying funds

Contributions made to a non-complying super fund on or after 10 May 2006 \$0.00

Section E: Transferring fund

Fund Australian business number (ABN)	60 905-115-063
Fund name	QSuper Accumulation account
Contact name	Member Services
Daytime phone number	1300360750
Email address	QSUPER.ATOREPORTING@QSUPER.QLD.GOV.AU

Section F: Declaration

Authorised representative declaration

I declare that:

- I have prepared the statement with the information supplied by the superannuation provider
- I have received a declaration made by the superannuation provider that the information provided to me for the preparation of this statement is true and correct
- I am authorised by the superannuation provider to give the information in the statement to the ATO.

Name	Neil Sheppard
Authorised representative signature	Neil Sheppard
Date	28 July 2020

**YARDEN SMSF
LUMP SUM/RBS ROLLIN POSTING REPORT AT 28 JULY 2020**

Member Details

Member Name Diloi, Asiah Quila Jiuatua
Rollin Date 28/07/2020

Benefit Payment Data	Preserved	Res Non Pres	Unres Non Pres
Tax Free	3,358.90		
Taxable	153,641.10		
- taxed element			
- untaxed element			
KiwiSaver Tax Free			
Total			157,000.00

Journal Entry *

This Journal Entry assumes the consideration received has been posted to the Lump Sum Clearing Account (A/c: 492)

Account Description	Account	Debit	Credit
Lump Sum Clearing Account	492	157,000.00	
Pres/Taxable	285/002		153,641.10
Pres/Tax Free	286/002		3,358.90

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3-2

Rollover benefits statement



Central Plaza Three
70 Eagle Street, Brisbane
GPO Box 200, Brisbane QLD 4001
P 1300 360 750
F 1300 241 602
W qsuper.qld.gov.au



041/574

Yarden SMSF
PO Box 806
OXENFORD QLD 4210



RECEIVED
03 AUG 2020

BY: D. LOAS

Please keep a copy of this statement for your records.

Section A: Receiving fund

Australian business number (ABN)	18 389-862-135
Fund name	Yarden SMSF
Postal address	PO Box 806
Suburb/town/location	OXENFORD
State/territory	QLD
Postcode	4210
Country	Australia
Unique superannuation identifier (USI)	
Member client identifier	

Section B: Member's details

Tax file number (TFN)	845-854-581
Full name	
Title	Miss
Surname	Diloi
First given name	Asiah
Other given names	
Residential address	106 BAILEY RD
Suburb/town/location	DECEPTION BAY
State/territory	QLD
Postcode	4508
Country	AUSTRALIA
Date of birth	04 June 1988
Daytime phone number	
Email address (if applicable)	asiah.diloi@hotmail.com

POSTED



Section C: Rollover transaction details

Service period start date	15 December 2008
Tax components	
Tax-free component	\$3,358.90
KiwiSaver tax-free component	\$0.00
Taxable component	
Element taxed in the fund	\$153,641.10
Element untaxed in the fund	\$0.00
Total tax components	\$157,000.00
Preservation amounts	
Preserved amount	\$157,000.00
KiwiSaver preserved amount	\$0.00
Restricted non-preserved amount	\$0.00
Unrestricted non-preserved amount	\$0.00
Total preservation amounts	\$157,000.00

Section D: Non-complying funds

Contributions made to a non-complying super fund on or after 10 May 2006 \$0.00

Section E: Transferring fund

Fund Australian business number (ABN)	60 905-115-063
Fund name	QSuper Accumulation account
Contact name	Member Services
Daytime phone number	1300360750
Email address	QSUPER.ATOREPORTING@QSUPER.QLD.GOV.AU

Section F: Declaration

Authorised representative declaration

I declare that:

- I have prepared the statement with the information supplied by the superannuation provider
- I have received a declaration made by the superannuation provider that the information provided to me for the preparation of this statement is true and correct
- I am authorised by the superannuation provider to give the information in the statement to the ATO.

Name	Neil Sheppard
Authorised representative signature	Neil Sheppard
Date	28 July 2020

**YARDEN SMSF
LUMP SUM/RBS ROLLIN POSTING REPORT AT 28 JULY 2020**

Member Details

Member Name Diloi, Daphne Leba Kalo
 Rollin Date 28/07/2020

Benefit Payment Data	Preserved	Res Non Pres	Unres Non Pres
Tax Free	3,665.80		
Taxable	61,334.20		
- taxed element			
- untaxed element			
KiwiSaver Tax Free			
Total			65,000.00

Journal Entry *

This Journal Entry assumes the consideration received has been posted to the Lump Sum Clearing Account (A/c: 492)

Account Description	Account	Debit	Credit
Lump Sum Clearing Account	492	65,000.00	
Pres/Taxable	285/003		61,334.20
Pres/Tax Free	286/003		3,665.80

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Rollover benefits statement

RECEIVED
03 AUG 2020

BY: ..DILLOAS1

4-2



Central Plaza Three
70 Eagle Street, Brisbane
GPO Box 200, Brisbane QLD 4001
P 1300 360 750
F 1300 241 602
W qsuper.qld.gov.au



041/575

Yarden SMSF
PO Box 806
OXENFORD QLD 4210



Please keep a copy of this statement for your records.

Section A: Receiving fund

Australian business number (ABN)	18 389-862-135
Fund name	Yarden SMSF
Postal address	PO Box 806
Suburb/town/location	OXENFORD
State/territory	QLD
Postcode	4210
Country	Australia
Unique superannuation identifier (USI)	
Member client identifier	

Section B: Member's details

Tax file number (TFN)	892-046-469
Full name	
Title	Miss
Surname	Diloi
First given name	Daphne
Other given names	
Residential address	8A TRAVILL STREET
Suburb/town/location	NEWMARKET
State/territory	QLD
Postcode	4051
Country	AUSTRALIA
Date of birth	01 October 1994
Daytime phone number	
Email address (if applicable)	daphnediloi@hotmail.com

POSTED

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Section C: Rollover transaction details

Service period start date	05 August 2013
Tax components	
Tax-free component	\$3,665.80
KiwiSaver tax-free component	\$0.00
Taxable component	
Element taxed in the fund	\$61,334.20
Element untaxed in the fund	\$0.00
Total tax components	\$65,000.00
Preservation amounts	
Preserved amount	\$65,000.00
KiwiSaver preserved amount	\$0.00
Restricted non-preserved amount	\$0.00
Unrestricted non-preserved amount	\$0.00
Total preservation amounts	\$65,000.00

Section D: Non-complying funds

Contributions made to a non-complying super fund on or after 10 May 2006 \$0.00

Section E: Transferring fund

Fund Australian business number (ABN)	60 905-115-063
Fund name	QSuper Accumulation account
Contact name	Member Services
Daytime phone number	1300360750
Email address	QSUPER.ATOREPORTING@QSUPER.QLD.GOV.AU

Section F: Declaration

Authorised representative declaration

I declare that:

- I have prepared the statement with the information supplied by the superannuation provider
- I have received a declaration made by the superannuation provider that the information provided to me for the preparation of this statement is true and correct
- I am authorised by the superannuation provider to give the information in the statement to the ATO.

Name	Neil Sheppard
Authorised representative signature	Neil Sheppard
Date	28 July 2020

**YARDEN SMSF
LUMP SUM/RBS ROLLIN POSTING REPORT AT 4 AUGUST 2020**

Member Details

Member Name Norman, James Robert
 Rollin Date 04/08/2020

Benefit Payment Data	Preserved	Res Non Pres	Unres Non Pres
Tax Free	2,937.48		
Taxable	54,062.52		
- taxed element			
- untaxed element			
KiwiSaver Tax Free			
Total			57,000.00

Journal Entry *

This Journal Entry assumes the consideration received has been posted to the Lump Sum Clearing Account (A/c: 492)

Account Description	Account	Debit	Credit
Lump Sum Clearing Account	492	57,000.00	
Pres/Taxable	285/004		54,062.52
Pres/Tax Free	286/004		2,937.48

5-1

S-2



Helpdesk Ph 1300 360 907 Fax 1300 367 828
helpdesk@christiansuper.com.au
Locked Bag 5073 Parramatta NSW 2124
Internet www.christiansuper.com.au
Trustee Christian Super Pty Limited
ACN 065 040 619 AFSL No. 244117

23/07/2020



The Trustee for Yarden SMSF
PO Box 806
OXENFORD QLD 4210
AUSTRALIA

RECEIVED
31 JUL 2020

BY: DILLOAS1

Dear Sir/Madam,

ROLLOVER

Member Number: 40584871

Please find enclosed a cheque for \$57,000.00 representing the amount transferred from Christian Super by Mr James Robert Norman.

Enclosed you will find the Rollover Benefits Statement.

Please feel free to contact the Helpdesk on 1300 360 907 if you have any questions.

Yours Sincerely

Hari Chamakura
Christian Super

7 //TFO/CHAMAHA
Advice to payee

PTO
Detach before banking

Security feature included in this cheque is a microprinted signature line; the absence of which could indicate a fraudulent cheque



Westpac Banking Corporation

Royal Exchange, CNR Pitt & Bridge Streets, Sydney, NSW

018263

24 JUL 2020

Pay The sum of The Trustee for Yarden SMSF
FIFTY-SEVEN THOUSAND DOLLARS

or bearer

\$57,000.00

NOT
NEGOTIABLE

National Nominees Limited ACF Christian Super

⑈018263 ⑈0320002⑈ 4108298⑈

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Rollover benefits statement

Section A: Receiving fund

1 Australian business number (ABN)

2 Fund Name

3 Postal address

Suburb/town/locality State/territory Postcode

Country if other than Australia

4 (a) Unique Superannuation Identifier (USI)

(b) Member Client Identifier

Section B: Member's details

5 Tax file number (TFN)

6 Full name
 Title
 Family name
 First given name Other given names

7 Residential address

Suburb/town/locality State/territory Postcode

Country if other than Australia

8 Date of birth Day/Month/Year

9 Sex Male Female

10 Daytime phone number (include area code)

11 Email address (if applicable)

POSTED

Section C: Rollover transaction details

Day/Month/Year

12 **Service period start date** 01 / 01 / 2007

13 **Tax components:**

Tax-free component \$ 2,937.48

KiwiSaver tax-free component \$ 0.00

Taxable component:

Element taxed in the fund \$ 54,062.52

Element untaxed in the fund \$ 0.00

TOTAL Tax components \$ 57,000.00

14 **Preservation amounts:**

Preserved amount \$ 57,000.00

KiwiSaver preserved amount \$ 0.00

Restricted non-preserved amount \$ 0.00

Unrestricted non-preserved amount \$ 0.00

TOTAL Preservation Amounts \$ 57,000.00

Section D: Non-complying funds

15 **Contributions made to a non-complying fund on or after 10 May 2006** \$ 0.00

Section E: Transferring fund

16 **Fund's ABN** 66 | 628 | 776 | 348

17 **Fund's name**
Christian Super

18 **Contact name**
Christian Super Contact Centre

19 **Daytime phone number (include area Code)** 1300 360 907

20 **Email address (if applicable)**
helpdesk@christiansuper.com.au

Section F: Declaration

AUTHORISED REPRESENTATIVE DECLARATION:

Complete this declaration if you are an authorised representative of the superannuation fund or other provider shown in section E.

I declare that:

- I have prepared the statement with the information supplied by the superannuation provider
- I have received a declaration made by the superannuation provider that the information provided to me for the preparation of this statement is true and correct
- I am authorised by the superannuation provider to give the information in the statement to the ATO.

Name

JOE NEKIC

Authorised representative signature

JOE NEKIC

Day / Month / Year

Date 23 / 07 / 2020



b-i

Anila Dilo
Yarden SMSF Investments Pty Ltd
106 Bailey Road
DECEPTION BAY QLD 4508

Tax Invoice
021324

Ref: DILOAC1
16 June, 2020

Description	Amount
<p>Fee for Professional Service rendered in relation to the following:</p> <ul style="list-style-type: none"> • Yarden SMSF Investments Pty. Ltd. <p>The following gives details of the work undertaken:</p> <p><u>Yarden SMSF Investments Pty. Ltd.</u></p> <p>Attending to secretarial matters of the company on your behalf throughout the year including acting as your registered office checking and updating your company details as required with the Australian Securities & Investments Commission (ASIC) checking and forwarding of your annual Company Statement preparation of required ASIC advices preparation of director's meeting minutes to meet solvency requirements of the ASIC and maintenance of your electronic company register and documentation contained therein.</p>	200.00
<p>Please note that this invoice is now due.</p> <p style="text-align: right;">GST: \$ 20.00</p> <p style="text-align: right;">Amount Due: \$ 220.00</p>	

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 practioner, 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 practioner.

<input type="checkbox"/> (EFT) - Transfer to our account Account Name Simmons Livingstone & Associates BSB: 064 445 Account: 1052 7520		Ref: DILOAC1 Invoice: 021324 16 June, 2020 Amount Due: \$ 220.00
<input type="checkbox"/> Credit Card (Please indicate type) <input type="checkbox"/> Mastercard <input type="checkbox"/> Visa		Card CCV
Card Number: <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		
Cardholder Signature		Expiry/.....

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Yarden SMSF

Formation Costs SLA invoice 21330

\$3,000.00 establishment costs

Year

2021	600.00	2,400.00
2022	600.00	1,800.00
2023	600.00	1,200.00
2024	600.00	600.00
2025	600.00	0.00

POSTED

7-2



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

The Trustees
 Yarden SMSF
 106 Bailey Road
 DECEPTION BAY QLD 4508

Tax Invoice
021330

Ref: DILOAS1
 17 June, 2020

Description	Amount
<p><u>Yarden SMSF</u></p> <ul style="list-style-type: none"> • Meetings discussions and advice to you in relation to establishment of your Self Managed Superannuation Fund (SMSF). • Attending to the establishment of your SMSF including checking of all forms minutes trust deeds and other relevant trust documentation. • Provision of SMSF Trust Deed including alterations to reflect the SMSF has a corporate trustee; • a Product Disclosure Statement summarising the features of the SMSF; • Consents for the directors of the corporate Trustee; • Minutes to set up the SMSF; • Applications, beneficiary notices and TFN notices for the SMSF members; • ATO trustee declaration form; <p><u>Corporate Trustee - Yarden SMSF Investments Pty Ltd</u></p> <ul style="list-style-type: none"> • Certificate of Registration of a company including ACN (Australian Company Number) • Provision of Company's Constitution including customisations to reflect that the company is the trustee of a superannuation fund; • Consent to act as Director; • Consent to act as Secretary; • Application for shares; • Minutes of a meeting of directors; • Share Certificates; • Consent to act as Public Officer; • Notice of appointment of Public Officer; 	<p style="text-align: right;">2,727.27</p>

Description	Amount
Please note that this invoice is now due.	2,727.27 GST: \$ 272.73 Amount Due: \$ 3,000.00

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.

<input type="checkbox"/> Direct Deposit (EFT) Account Name Simmons Livingstone & Associates BSB: 064 445 Account: 1052 7520	Ref: DILOAS1 Invoice: 021330 17 June, 2020 Amount Due: \$ 3,000.00
<input type="checkbox"/> Credit Card (Please indicate type) <input type="checkbox"/> Mastercard <input type="checkbox"/> Visa Card Number: <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Card CCV <input type="text"/> <input type="text"/> <input type="text"/>
Cardholder Signature Expiry/..... <small>Liability limited by a scheme approved under Professional Standards Legislation</small>	

YARDEN SMSF
GENERAL LEDGER FOR THE PERIOD 01/07/2020 TO 30/06/2021
FROM ACCOUNT 375/001 TO 375/001 - ENTRIES: ALL
 Printed: Monday 24 January, 2022 @ 11:55:12

8-1

Date	Ref	Type	Units	Debits \$	Credits \$	Balance \$
375 <u>Investment Expenses</u>						
<u>375/001 <u>Infocus</u></u>						
10/08/2020	100820	Bank Statement		275.00	8.3	275.00
		Narration: Infocus Infocus				
10/08/2020	100820	Bank Statement		9,750.00	8.2	10,025.00
		Narration: Infocus Infocus				
08/09/2020	080920	Bank Statement		275.00		10,300.00
		Narration: Infocus Infocus				
08/10/2020	081020	Bank Statement		275.00		10,575.00
		Narration: Infocus Infocus				
10/11/2020	101120	Bank Statement		275.00		10,850.00
		Narration: Infocus Infocus				
08/12/2020	081220	Bank Statement		275.00		11,125.00
		Narration: Infocus Infocus				
08/01/2021	080121	Bank Statement		275.00		11,400.00
		Narration: Infocus Infocus				
08/02/2021	080221	Bank Statement		275.00	8.3	11,675.00
		Narration: Infocus Infocus				
08/03/2021	080321	Bank Statement		275.00		11,950.00
		Narration: Infocus Infocus				
08/04/2021	080421	Bank Statement		275.00		12,225.00
		Narration: Infocus Infocus				
10/05/2021	100521	Bank Statement		275.00		12,500.00
		Narration: Infocus Infocus				
08/06/2021	080621	Bank Statement		275.00		12,775.00
		Narration: Infocus Infocus				
Total Debits:				\$12,775.00		
Total Credits:						
Current Year Profit/(Loss):				N/A		

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**Simmons
Livingstone
& Associates**

Yarden SMSF Investments Pty Ltd ATF Yarden SMSF
106 Bailey Road
DECEPTION BAY QLD 4508

Simmons Livingstone & Associates
PO Box 806
Oxenford QLD 4210
Telephone: 07 5561 8800
Facsimile: 07 5561 8700
Email: admin@simmonslivingstone.com.au

TAX INVOICE

Tax Invoice Number :	73458000672
Date:	03 August 2020

Description	Amount
• Statement of Advice - Implementation Fee	\$8,863.64
• GST	\$886.36
Total Amount Due: (includes GST) Terms : 7 days	\$9,750.00



Please detach and return with your payment or Credit Card authority to :	Infocus Securities Australia Pty Ltd PO Box 806 Oxenford QLD 4210	Account: Yarden SMSF Investments Pty Ltd ATF PE ID: Yarden SMSF Invoice: 652953 Due Date: 73458000672 Adviser: 10 August 2020 Amount Due: Samuel Young \$9,750.00
--	--	--

If paid by Credit Card, a 1.5% surcharge will apply and the invoice value will become \$9,896.25 (inc GST).
 Charge \$9,896.25 to my MasterCard VISA

Card No :

Cardholder Name : _____

Expiry Date : ____/____/____ Signature of Cardholder : _____

Other Payment Methods:

Direct Credit:

Account Name: Infocus Securities Australia Pty Ltd

Westpac BSB: 034-676

Account Number: 279166

Reference: Please include ID: 6529530672.

(Please email accounts@infocus.com.au on the day you send your payment via direct credit to enable Infocus to correctly receipt the payment).

Cheque: Please make cheque payable to Infocus Securities Australia Pty Ltd

Office Use Only

Authority Number:

Date Received:

Infocus Securities Australia Pty Ltd
ABN 47 097 797 049 AFSL and Australian Credit Licence No. 236523
trading as Infocus Wealth Management



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**Simmons
Livingstone
& Associates**

Yarden SMSF Investments Pty Ltd ATF Yarden SMSF
106 Bailey Road
DECEPTION BAY QLD 4508

Simmons Livingstone & Associates
PO Box 806
Oxenford QLD 4210
Telephone: 07 5561 8800
Facsimile: 07 5561 8700
Email: admin@simmonslivingstone.com.au

TAX INVOICE

Tax Invoice Number :	73458000673
Date:	03 August 2020

Description	Amount
<ul style="list-style-type: none"> Ongoing Adviser Service Fee Charged at \$275 per month 	\$3,000.00
<ul style="list-style-type: none"> GST 	\$300.00
Total Amount Due: (includes GST) Terms : 7 days	\$3,300.00

Please detach and return with your payment or Credit Card authority to :	Infocus Securities Australia Pty Ltd PO Box 806 Oxenford QLD 4210	Account: Yarden SMSF Investments Pty Ltd ATF PE ID: Yarden SMSF Invoice: 652953 Due Date: 73458000673 Adviser: 10 August 2020 Amount Due: Samuel Young \$3,300.00
--	--	--

If paid by Credit Card, a 1.5% surcharge will apply and the invoice value will become \$3,349.50 (inc GST).
 Charge \$3,349.50 to my MasterCard VISA

Card No :

Cardholder Name : _____

Expiry Date : ____/____

Signature of Cardholder : _____

Other Payment Methods:

Direct Credit:

Account Name: Infocus Securities Australia Pty Ltd

Westpac BSB: 034-676

Account Number: 279166

Reference: Please include ID: 6529530673.

(Please email accounts@infocus.com.au on the day you send your payment via direct credit to enable Infocus to correctly receipt the payment).

Cheque: Please make cheque payable to Infocus Securities Australia Pty Ltd

Office Use Only

Authority Number:

Date Received:

Infocus Securities Australia Pty Ltd

ABN 47 097 797 049 AFSL and Australian Credit Licence No. 236523

trading as Infocus Wealth Management



9-1

Company: YARDEN SMSF INVESTMENTS PTY. LTD. ACN 641 759 560

Company details

Date company registered 16-06-2020
 Company next review date 16-06-2022
 Company type Australian Proprietary Company
 Company status Registered
 Home unit company No
 Superannuation trustee company Yes
 Non profit company No

*ASIC fee \$55
 Unpd @
 30/6/21*

Registered office

UNIT 30 , 340 HOPE ISLAND ROAD , HOPE ISLAND QLD 4212

Principal place of business

106 BAILEY ROAD , DECEPTION BAY QLD 4508

Officeholders

DILOI, ANILA
 Born 08-07-1965 at SINGAPORE SINGAPORE
 106 BAILEY ROAD , DECEPTION BAY QLD 4508
 Office(s) held: Director, appointed 16-06-2020

DILOI, ASIAH QUILA JIUTATIA
 Born 04-06-1988 at PALMERSTON NORTH NEW ZEALAND
 106 BAILEY ROAD , DECEPTION BAY QLD 4508
 Office(s) held: Director, appointed 16-06-2020
 Secretary, appointed 16-06-2020

DILOI, DAPHNE LEBA KALO
 Born 01-10-1994 at SINGAPORE SINGAPORE
 106 BAILEY ROAD , DECEPTION BAY QLD 4508
 Office(s) held: Director, appointed 16-06-2020

NORMAN, JAMES ROBERT
 Born 17-09-1979 at VANCOUVER CANADA
 101 KOWALD ROAD , LANDSBOROUGH QLD 4550
 Office(s) held: Director, appointed 16-06-2020

Company share structure

Share class	Share description	Number issued	Total amount paid	Total amount unpaid
ORD	ORDINARY	4	4.00	0.00

Members

Share class	Total number held	Fully paid	Beneficially held
ORD	1	Yes	Yes

DILOI , ANILA 106 BAILEY ROAD , DECEPTION BAY QLD 4508

DILOI , ASIAH QUILA JIUTATIA	106 BAILEY ROAD , DECEPTION BAY QLD 4508	9-2
Share class	Total number held	Beneficially held
ORD	1	Yes
DILOI , DAPHNE LEBA KALO	106 BAILEY ROAD , DECEPTION BAY QLD 4508	
Share class	Total number held	Beneficially held
ORD	1	Yes
NORMAN , JAMES ROBERT	101 KOWALD ROAD , LANDSBOROUGH QLD 4550	
Share class	Total number held	Beneficially held
ORD	1	Yes

Document history

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

Received	Number	Form Description	Status
16-06-2020	1ELF99614	201 APPLICATION FOR INCORPORATION (DIVN 1)	Processed and imaged

YARDEN SMSF
GENERAL LEDGER FOR THE PERIOD 01/07/2020 TO 30/06/2021
FROM ACCOUNT 425/001 TO 425/999 - ENTRIES: ALL
 Printed: Monday 24 January, 2022 @ 11:56:16

10.1

Date	Ref	Type	Units	Debits \$	Credits \$	Balance \$
425 <u>Rental Property Expenses</u>						
425/005 <u>Council rates</u>						
21/01/2021	772	Journal - Cash		295.55		295.55
Narration: Extract rates on property purchase settlement						
425/009 <u>Insurance</u>						
23/06/2021	230621	Bank Statement		1,780.82		1,780.82
Narration: Terri Scheer \$1132.75 building ins, \$648.07 contents ins						
425/013 <u>Property Agent Fees</u>						
30/06/2021	280	Journal - Cash		540.70		540.70
Narration: T/up Agent statement						
425/015 <u>Repairs & Maintenance</u>						
30/06/2021	280	Journal - Cash		79.00		79.00
Narration: T/up Agent statement						
				Total Debits:		\$2,696.07
				Total Credits:		
				Current Year Profit/(Loss):		N/A

Policy Schedule

Landlord Residential Building Insurance

11-1

PAID

23 June 2021

YARDEN SMSF PTY LTD
106 Bailey Road
DECEPTION BAY QLD 4508

POLICY NUMBER: TS3179549RBI

AMOUNT DUE: \$ 0.00

Insured: YARDEN SMSF PTY LTD

Insured Address: 3 Bonton Avenue, DECEPTION BAY QLD 4508

Premium Type
New Business

Period of Insurance
23/06/2021 until 23/06/2022

Managing Agent
N/A - Self Managed

Property Details
It is a permanent rental.
It is a House.
Construction type is brick veneer.
The land size is less than 2 acres.
It was built in approximately 1981.
There is no common ground.

Sum Insured
Building \$300,000
Liability to Other \$20,000,000
Weekly rent \$350

Excess per claim
Loss of rent, Liability to others,
or any Add. benefits in Sect 1 \$0
Tenant damage \$500
Earthquake or Tsunami \$500
Building damage \$500

Annual Premium \$1,132.75
Includes GST of \$94.47 and Stamp Duty of \$93.53 and ESL of \$0.00
Includes: Combined Policy Discount and Online Discount

If the information shown is incorrect, please call to advise us.

Insurer: AAI Limited ABN 48 005 297 807 AFSL 230859

Special Conditions/Additional Information

This document will be a tax invoice for GST when you make payment

Please turn over for important policy information

Payment Slip for: YARDEN SMSF PTY LTD - 3 Bonton Avenue, DECEPTION BAY QLD 4508

Amount Payable
\$0.00

Due Date
23/07/2021

Policy Number
TS3179549RBI

Payment Reference No
831795497

Payment Options



By Phone: call us on 1800 804 016, with your Visa or Mastercard, using the Payment Reference No.



Biller Code: 63461
Ref: 831795497



Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. To use the **QR code**, use the reader within your mobile banking app.
More info: www.bpay.com.au

11.2

Insured details

You have told us that you and anyone to be insured under the policy:

- have not had an insurer decline insurance, decline renewal on a policy or had special terms or conditions imposed on insurance
- have not, during the past 5 years, had 3 or more claims under a landlord or home and contents insurance policy or made a claim of more than \$5,000
- have not been convicted of theft or fraud in the last 5 years
- are not aware of any existing circumstances which may lead to a claim under this policy.

Your Duty of Disclosure

Before you enter into an insurance contract, you have a duty of disclosure under the Insurance Contracts Act 1984. If we ask you questions that are relevant to our decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions. You have this duty until we agree to insure you.

Before you extend, vary or reinstate an insurance contract you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms. You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

If you do not tell us something

If you do not tell us anything you are required to tell us, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

Privacy

We appreciate privacy is important to you. We are committed to protecting your personal information. For further information, please refer to our Privacy Statement and Suncorp Group Privacy Policy by visiting terriscbeer.com.au/privacy or call us on 1800 804 016.

Policy Schedule

Landlord Preferred Self Managed

11.3

PAID

23 June 2021

YARDEN SMSF PTY LTD
106 Bailey Road
DECEPTION BAY QLD 4508

POLICY NUMBER: TS0382562LSM
AMOUNT DUE: \$ 0.00
Insured: YARDEN SMSF PTY LTD
Insured Address: 3 Bonton Avenue, DECEPTION BAY QLD 4508
Premium Type

New Business

Period of Insurance

23/06/2021 until 23/06/2022

Managing Agent

N/A - Self Managed

Property Details

It is a permanent rental.
It is a House.
Construction type is brick veneer.
The land size is less than 2 acres.
The property is unfurnished.

Sum Insured

Contents	\$30,000
Tenant damage to building	\$60,000
Liability To Other	\$20,000,000
Weekly rent	\$350

Excess per claim

Loss of rent	\$350
Add. benefits in Sect 1, Liability	\$0
Tenant damage	\$500
Scorching or pet damage	\$250
Earthquake or Tsunami	\$200
Other claims	\$100

Annual Premium \$648.07

Includes GST of \$54.05 and Stamp Duty of \$53.51 and ESL of \$0.00

Includes: Online Discount
If the information shown is incorrect, please call to advise us.
Insurer: AAI Limited ABN 48 005 297 807 AFSL 230859
Special Conditions/Additional Information

This document will be a tax invoice for GST when you make payment

Please turn over for important policy information

Payment Slip for: YARDEN SMSF PTY LTD - 3 Bonton Avenue, DECEPTION BAY QLD 4508
Amount Payable

\$0.00

Due Date

23/07/2021

Policy Number

TS0382562LSM

Payment Reference No

103825626

Payment Options


By Phone: call us on 1800 804 016,
with your Visa or Mastercard, using
the Payment Reference No.


Billers Code: 63461
Ref: 103825626

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. To use the QR code, use the reader within your mobile banking app.
More info: www.bpay.com.au

Insured details

You have told us that you and anyone to be insured under the policy:

- have not had an insurer decline insurance, decline renewal on a policy or had special terms or conditions imposed on insurance
- have not, during the past 5 years, had 3 or more claims under a landlord or home and contents insurance policy or made a claim of more than \$5,000
- have not been convicted of theft or fraud in the last 5 years
- are not aware of any existing circumstances which may lead to a claim under this policy.

Your Duty of Disclosure

Before you enter into an insurance contract, you have a duty of disclosure under the Insurance Contracts Act 1984. If we ask you questions that are relevant to our decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions. You have this duty until we agree to insure you.

Before you extend, vary or reinstate an insurance contract you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms. You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

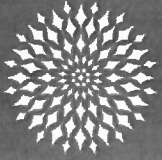
If you do not tell us something

If you do not tell us anything you are required to tell us, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

Privacy

We appreciate privacy is important to you. We are committed to protecting your personal information. For further information, please refer to our Privacy Statement and Suncorp Group Privacy Policy by visiting terriscbeer.com.au/privacy or call us on 1800 804 016.



12-1

c/-Bay & District Realty (Deception Bay)
PO Box 257
QLD 4508
Australia

PAID

Invoice No:

SI00573134

Invoice Date:

12/04/2021

Date Due:

12/05/2021

Property Address: 3 Bonton Avenue, Deception Bay, QLD 4508

IMPORTANT: SMOKE ALARM ANNUAL SERVICING EXPIRY

The Annual Smoke Alarm Service is due for renewal and should be paid by 12/05/2021

DESCRIPTION	QTY	UNIT COST
SUBSCRIPTION FEE - Diamond Period 12 May 2021 until 11 May 2022	1.00	\$79.00
	Sub Total	\$71.82
	GST	\$7.18
	Total Amount	\$79.00
	Amount Due	\$79.00

Payments

Please make cheques payable to Smoke Alarm Solutions Pty Ltd or pay by direct deposit to:

Smoke Alarm Solutions
NAB
BSB 084456
Account No. 107019077

Please show SI00573134 in your reference so that we can reconcile your payment promptly.

This document will be a tax invoice for GST purposes when you make a payment.

lodged 21/12/21



Australian Government
Australian Taxation Office

PAYG payment summary statement



34470214

This form is part of the PAYG payment summary annual report. See reverse of page for how to complete this form.

! If you report your payment summary information to us electronically, do not complete this form.

! Payment summaries printed from payroll software should not accompany this form. Use ATO printed payment summary forms.

➤ Complete and send this form to us by **14 August** with the **ATO original** of the payment summaries issued. Do not use this form if you report using electronic media.
Send your completed form to us at:
**Australian Taxation Office
Locked Bag 50
PENRITH NSW 2740**

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Print clearly in BLOCK LETTERS with a black pen only. Do not use rubber stamps to show payer details.

If you are **amending a payment summary statement** you have already sent, place X in this box

Statement for year ending 30 June **2021**

Payer details ABN or withholding payer number **18 389 862 135** Branch number

Name
WARDEN SMSF

Address
Street number and street name
106 BAILEY ROAD

Suburb, town or locality
DECEPTION BAY State **QLD** Postcode **4508**

Contact name
ANILA DILOI Contact phone number **0419 765279**

Payment summaries issued

Payment summary type	Total number of payment summaries issued	Total of gross payments or taxable components	Total of amounts of tax withheld
Individual non-business (includes salaries or wages paid to employees)	<input type="checkbox"/>	\$ <input type="checkbox"/>	\$ <input type="checkbox"/>
Employment termination payment	<input type="checkbox"/>	\$ <input type="checkbox"/>	\$ <input type="checkbox"/>
Superannuation lump sum	<input type="checkbox"/>	\$ 32,557	\$ 7,162
Superannuation income stream	<input type="checkbox"/>	\$ <input type="checkbox"/>	\$ <input type="checkbox"/>
Business and personal services income	<input type="checkbox"/>	\$ <input type="checkbox"/>	\$ <input type="checkbox"/>
Foreign employment	<input type="checkbox"/>	\$ <input type="checkbox"/>	\$ <input type="checkbox"/>

Privacy – For information about your privacy, visit our website at ato.gov.au/privacy

Declaration I declare that the information given on this form is complete and correct.

Signature of authorised person

Date **30 / 06 / 2021**

➤ You will need to keep a copy of this completed form, together with the **PAYG payer's copy** of the payment summaries issued, for your records.



You must complete all sections of this form. For help completing this form,
visit our website at ato.gov.au/paymentsummaries

Payment summary for year ending 30 June **2021**

If you are **amending a payment summary**
you have already sent, place X in this box

Section A: Payee details

13-2

Tax file number **364 325 662**

Surname or family name

DILLOI

Given name(s)

ANILA

Residential address

106 BAILEY ROAD

Suburb/town/locality

DECEPTION BAY

State/territory

QLD

Postcode

4508

Date of birth (if known) **07 / 07 / 1965**

08 AD.

Section B: Payment details

Date of payment **28 / 09 / 2020**

TOTAL TAX WITHHELD \$ **7,162**

Taxable component

Taxed element \$ **32,557**

Untaxed element \$ **0**

Tax-free component \$ **0**

Place an in the appropriate box for each field below.

Is this payment a death benefit? No Yes

Type of death benefit Trustee of deceased estate or Non-dependant

ATO original

Section C: Payer details

Australian business number (ABN) or withholding payer number (WPN)

! You must also complete this section

18 389 862 135 Branch number

Name (use the same name that appears on your activity statement)

YARDEN SMSF

Privacy – For information about your privacy visit our website at ato.gov.au/privacy

DECLARATION – I declare that the information given on this form is complete and correct.

Signature of authorised person

X

Date

30 / 06 / 2021



MRS ANILA DILOI
106 BAILEY RD
DECEPTION BAY QLD 4508

Our reference: 7118385717145
Phone: 13 10 20
TFN: 364 325 662

25 September 2020

We have approved a compassionate release of superannuation

Dear ANILA,

We're writing to you about your application for a compassionate release of super. This is a notice of the decision made by the Regulator determining whether you've met a condition of release.

After careful consideration, we've determined that you are eligible for a compassionate release of your super benefits.

Release amount

You applied for	\$ 25,395.00
We've approved a release of	\$ 25,395.00

We've approved the release of your benefits from the super provider(s) shown below:

THE TRUSTEE FOR YARDEN SMSF	\$ 25,395.00
-----------------------------	--------------

The above amount(s) can only be released by your super provider(s) as one lump sum payment.

We have also approved an additional amount for release from your remaining super balance to cover any pay as you go (PAYG) withholding tax that may be required in accordance with tax law. Your super provider(s) will pay this amount to us on your behalf.

If you have an amount of tax withheld, your super provider(s) should give you a PAYG payment summary within 14 days of making the lump sum payment to you.

What you need to do

As a member of a self-managed fund you will need to provide this information to the Trustee and retain for your personal record.

Yours sincerely,
Grant Brodie
Deputy Commissioner of Taxation

NEED HELP?

If you have any questions or need help, phone us on **13 10 20** between 8.00am and 6.00pm, Monday to Friday.

If you phone

Remember to have your tax file number with you when you phone. It will also be helpful if you can tell us the 'Our reference' number at the top of this letter.

FIND OUT MORE

For more information about releasing super on compassionate grounds and how tax applies, visit our website at ato.gov.au/compassionate_release_of_super



Anila dob: 7/7/65

Age @ withdrawal = 55
28/9/20

Preservation Age = 60

Super lump sum tax table

Table 13: Super lump sum tax table

Income component derived in the income year	Age when payment is received	Amount subject to tax	Maximum rate of tax (excluding Medicare levy)
Net Pd tax Gross \$25395 + 22% \$32557 \$7162"	Under preservation age	Whole amount	20%
	At or above preservation age and under 60 years	Up to the low rate cap amount	Nil
Member benefit – taxable component – taxed element	At or above preservation age and under 60 years	Above the low rate cap amount	15%
	60 years or more	Nil – amount is non-assessable, non-exempt income	N/A
Member benefit – taxable component – untaxed element	Under preservation age	Up to untaxed plan cap amount	30%
	Under preservation age	Above untaxed plan cap amount	45%

	At or above preservation age and under 60 years	Up to the low rate cap amount	15%
	At or above preservation age and under 60 years	Above the low rate cap amount and up to the untaxed plan cap amount	30%
	At or above preservation age and under 60 years	Above the untaxed plan cap amount	45%
	60 years or more	Up to the untaxed plan cap amount	15%
	60 years or more	Above the untaxed plan cap amount	45%
Death benefit lump sum benefit paid to non-dependants – taxable component – taxed element	Any	Whole amount	15%
Death benefit lump sum benefit paid to non-dependants – taxable component – untaxed element	Any	Whole amount	30%
Death benefit lump sum benefit paid to dependants – taxable component – taxed and untaxed elements	Any	None	Nil
Rollover super benefits – taxable component – taxed element	Any	Nil – amount is non-assessable, non-exempt income	N/A

Rollover super benefits – taxable component – untaxed element	Any	Up to the untaxed plan cap amount is non-assessable, non-exempt income	N/A
	Any	Above the untaxed plan cap amount	45%
Super lump sum benefits less than \$200	Any	None	Nil
Super lump sum benefit (terminally ill recipient)	Any	None	Nil

Note:

- A temporary 2% levy applies for the 2014–15, 2015–16 and 2016–17 income years to individuals with a taxable income of more than \$180,000 per year. The levy is payable at a rate of 2% of each dollar of a taxpayer’s taxable income over \$180,000. This will cease to apply from 1 July 2017.
- The Medicare levy rate is 2% from 1 July 2014 for the 2014–15 income year and later income years, it is applied in addition to the maximum rate of tax for each income component.
- The Medicare levy rate is 1.5% up to and including 30 June 2014 and is applied in addition to the maximum rate of tax for each income component.
- In the 2011–12 income year the flood levy may apply where an individual's taxable income exceeds \$50,000. We have published information to help you work out if the flood levy applies to you.

See also:

- [Low rate cap amount \(?anchor=Lowratecapamount#Lowratecapamount\)](#)
- [Untaxed plan cap amount \(?anchor=Untaxed_plan_cap_amount#Untaxed_plan_cap_amount\)](#)
- [Division 293 tax – information for individuals \(/individuals/super/in-detail/growing-your-super/division-293-tax---information-for-individuals/\)](#)
- [Temporary Budget Repair Levy \(/Individuals/Tax-return/2017/In-detail/Publications/Temporary-budget-repair-levy/\)](#)

- [Withdrawing your super and paying tax \(/individuals/super/in-detail/withdrawing-and-using-your-super/withdrawing-your-super-and-paying-tax/\)](#)

Last modified: 01 Oct 2021

QC 18123

Our commitment to you

We are committed to providing you with accurate, consistent and clear information to help you understand your rights and entitlements and meet your obligations.

If you follow our information and it turns out to be incorrect, or it is misleading and you make a mistake as a result, we will take that into account when determining what action, if any, we should take.

Some of the information on this website applies to a specific financial year. This is clearly marked. Make sure you have the information for the right year before making decisions based on that information.

If you feel that our information does not fully cover your circumstances, or you are unsure how it applies to you, contact us or seek professional advice.

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14-1



Macquarie Cash Management Account

MACQUARIE BANK LIMITED
ABN 46 008 583 542 AFSL 237502

enquiries 1800 806 310
transact@macquarie.com
www.macquarie.com.au

GPO Box 2520
Sydney, NSW 2001



MRS DILOI A & MS DILOI A Q &
MS DILOI D L & MR NORMAN J R
106 BAILEY ROAD
DECEPTION BAY QLD 4508

1 Shelley Street
Sydney, NSW 2000

account balance **\$465,503.23**
as at 31 Dec 20

account name YARDEN SMSF INVESTMENTS PTY LTD
ATF YARDEN SMSF
account no. 968078147

transaction	description	debits	credits	balance
15.06.20	OPENING BALANCE			0.00
28.07.20	Deposit QSUPER LUMP SUMS Q MEMB E62670		65,000.00	65,000.00
28.07.20	Deposit QSUPER LUMP SUMS Q MEMB B23463		157,000.00	222,000.00
28.07.20	Deposit QSUPER LUMP SUMS Q MEMB 824806		225,000.00	447,000.00
31.07.20	Interest MACQUARIE CMA INTEREST PAID*		2.44	447,002.44
04.08.20	Deposit DEPOSIT		57,000.00	504,002.44
10.08.20	Direct debit Infocus Infocus	9,750.00		494,252.44
10.08.20	Direct debit Infocus Infocus	275.00		493,977.44
31.08.20	Interest MACQUARIE CMA INTEREST PAID*		20.74	493,998.18
08.09.20	Direct debit Infocus Infocus	275.00		493,723.18
28.09.20	Deposit REVERSAL OF FUNDS TRANSFER		20,000.00	513,723.18
28.09.20	Deposit REVERSAL OF FUNDS TRANSFER		5,395.00	519,118.18

how to make a transaction

online
Log in to www.macquarie.com.au/personal

by phone
Call 133 275 to make a phone transaction

transfers from another bank account
Transfer funds from another bank to this account:
BSB 182 512
ACCOUNT NO. 968078147

deposits using BPay
From another bank



Bill code: 667022
Ref: 968 078 147

continued on next



Macquarie Cash Management Account

enquiries 1800 806 310

account name YARDEN SMSF INVESTMENTS PTY LTD
ATF YARDEN SMSF
account no. 968078147

transaction	description	debits	credits	balance
28.09.20	Funds transfer TRANSACT FUNDS TFR TO ANILA DILOI	5,395.00	7 998	513,723.18
28.09.20	Funds transfer TRANSACT FUNDS TFR TO ANILA DILOI	20,000.00		493,723.18
28.09.20	Funds transfer TRANSACT FUNDS TFR TO ANILA DILOI <i>ATO LAMN return</i>	25,395.00	492	468,328.18
30.09.20	Interest MACQUARIE CMA INTEREST PAID*		20.05	468,348.23
08.10.20	Direct debit Infocus Infocus	275.00		468,073.23
10.11.20	Direct debit Infocus Infocus	275.00		467,798.23
08.12.20	Funds transfer TRANSACT FUNDS TFR TO BAY AND DISTRICT R	1,000.00		466,798.23
08.12.20	Direct debit Infocus Infocus	275.00		466,523.23
16.12.20	Funds transfer TRANSACT FUNDS TFR TO QLD LAW GROUP - A	800.00		465,723.23
21.12.20	Funds transfer TRANSACT FUNDS TFR TO JIM'S TERMITE AND	220.00		465,503.23
	CLOSING BALANCE AS AT 31 DEC 20	63,935.00	529,438.23	465,503.23

* Stepped interest rates for the period 16 June to 30 September: balances \$0.00 to \$4,999.99 earned 0.05%
balances \$5,000.00 and above earned 0.05% pa (107 days); 1 October to 31 December: balances \$0.00 to
\$4,999.99 earned 0.00% balances \$5,000.00 and above earned 0.00% pa (92 days)

continued on next

Macquarie Cash Management Account

enquiries 1800 806 310

account name YARDEN SMSF INVESTMENTS PTY LTD
ATF YARDEN SMSF
account no. 968078147

We offer several options that allow you to make payments and view transactions free of charge

- Electronic funds transfers up to \$20,000 a day using online banking.
- Increase your limit to \$100,000 temporarily or nominate an account for unlimited transfers by contacting us.
- BPAY payments (subject to BPAY biller code limits) free of charge via online and mobile banking.
- Make the switch to free online statements by updating your preference online.

About your account

- Interest is calculated on daily balances and paid monthly. The interest rate is variable and may change at any time without prior notice.
- If you have a complaint about our service, or you'd like more information about your account including fees and charges, mistaken payments or unauthorised transactions, please read the terms and conditions for your account or contact us.

Protect your account

- Please check each entry on this statement. If you think there is an error or unauthorised transaction, please contact us right away.
- If you have new contact details, please contact us to update them.
- This statement should be kept in a safe place at all times. Please read the Product Information Statement for more details about keeping your account secure.

Access to and sharing your data

- We may provide access to or share an electronic copy of your data (account details, balance, transaction history and personal information) with other parties at your or your Financial Services Professional's request. This includes people who work with or for your Financial Services Professional such as accountants, consultants, technology platform owner/operators and others, some of whom may not be in Australia.
- Please refer to the current offer document for more information and speak with your Financial Services Professional if you have questions about how your data may be used, disclosed and/or protected.

Visit our Help Centre

- Here you'll find answers to common questions about your account. For more information, please visit help.macquarie.com

Download the Macquarie Mobile Banking app

- The Macquarie Mobile Banking app makes managing your money simple and convenient.



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GPO Box 2520
Sydney, NSW 2001



MRS DILOI A & MS DILOI A Q &
MS DILOI D L & MR NORMAN J R
106 BAILEY ROAD
DECEPTION BAY QLD 4508

1 Shelley Street
Sydney, NSW 2000

account balance **\$66,925.20**
as at 30 Jun 21

account name YARDEN SMSF INVESTMENTS PTY LTD
ATF YARDEN SMSF
account no. 968078147

transaction	description	debits	credits	balance
31.12.20	OPENING BALANCE			465,503.23
08.01.21	Direct debit Infocus Infocus	275.00		465,228.23
20.01.21	Funds transfer SETTLEMENT - 3 BONTON AVE DECEPTION BAY	389,000.00		76,228.23
20.01.21	Fees & charges SAME DAY WITHDRAWAL FEE	30.00		76,198.23
01.02.21	Funds transfer TRANSACT FUNDS TFR TO Anila Diloi	5,000.00		71,198.23
02.02.21	Deposit QLD LAW GROUP A Diloi & Norman		1,442.19	72,640.42
04.02.21	Deposit DEPOSIT		605.54	73,245.96
08.02.21	Direct debit Infocus Infocus	275.00		72,970.96
15.02.21	Deposit R Craft T/A Bay 3Bonton		908.31	73,879.27
26.02.21	Deposit R Craft T/A Bay 3Bonton		302.77	74,182.04
02.03.21	Funds transfer TRANSACT FUNDS TFR TO SIMMONS LIVINGSTON	220.00	301	73,962.04
02.03.21	Funds transfer TRANSACT FUNDS TFR TO SIMMONS LIVINGSTON	3,000.00	640	70,962.04

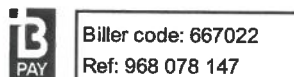
*formation
costs*

how to make a transaction

online
Log in to www.macquarie.com.au/personal

deposits using BPay
From another bank

by phone
Call 133 275 to make a phone transaction



transfers from another bank account
Transfer funds from another bank to this account:
BSB 182 512
ACCOUNT NO. 968078147

continued on next



Macquarie Cash Management Account

enquiries 1800 806 310

account name YARDEN SMSF INVESTMENTS PTY LTD
ATF YARDEN SMSF
account no. 968078147

transaction	description	debits	credits	balance
08.03.21	Direct debit Infocus Infocus	275.00		70,687.04
15.03.21	Deposit R Craft T/A Bay 3Bonton		908.31	71,595.35
31.03.21	Deposit R Craft T/A Bay 3Bonton		605.54	72,200.89
08.04.21	Direct debit Infocus Infocus	275.00		71,925.89
15.04.21	Deposit R Craft T/A Bay 3Bonton		605.54	72,531.43
30.04.21	Deposit R Craft T/A Bay 3Bonton		605.54	73,136.97
10.05.21	Direct debit Infocus Infocus	275.00		72,861.97
13.05.21	Funds transfer TRANSACT FUNDS TFR TO BJF SURVEYS PTY LT	2,365.00		70,496.97
14.05.21	Deposit R Craft T/A Bay 3Bonton		605.54	71,102.51
31.05.21	Deposit R Craft T/A Bay 3Bonton		786.06	71,888.57
08.06.21	Direct debit Infocus Infocus	275.00		71,613.57
11.06.21	Funds transfer TRANSACT FUNDS TFR TO BENCHMARK BUILDING	3,025.00		68,588.57
15.06.21	Deposit R Craft T/A Bay 3Bonton		81.55	68,670.12
23.06.21	Funds transfer TRANSACT FUNDS TFR TO ANILA DILOI	1,780.82		66,889.30
30.06.21	Deposit R Craft T/A Bay 3Bonton		35.90	66,925.20

continued on next



Macquarie Cash Management Account

enquiries 1800 806 310

account name YARDEN SMSF INVESTMENTS PTY LTD
ATF YARDEN SMSF
account no. 968078147

transaction	description	debits	credits	balance
	CLOSING BALANCE AS AT 30 JUN 21	406,070.82	7,492.79	66,925.20

* Stepped interest rates for the period 1 January to 30 June: balances \$0.00 to \$4,999.99 earned 0.00%
balances \$5,000.00 and above earned 0.00% pa (181 days)

annual interest summary 2020/2021

INTEREST PAID	43.23
TOTAL INCOME PAID	43.23

147



Macquarie Cash Management Account

enquiries 1800 806 310

account name YARDEN SMSF INVESTMENTS PTY LTD
ATF YARDEN SMSF
account no. 968078147

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- Electronic funds transfers up to \$20,000 a day using online banking.
- Increase your limit to \$100,000 temporarily or nominate an account for unlimited transfers by contacting us.
- BPAY payments (subject to BPAY biller code limits) free of charge via online and mobile banking.
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- Interest is calculated on daily balances and paid monthly. The interest rate is variable and may change at any time without prior notice.
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Protect your account

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- If you have new contact details, please contact us to update them.
- This statement should be kept in a safe place at all times. Please read the Product Information Statement for more details about keeping your account secure.

Access to and sharing your data

- We may provide access to or share an electronic copy of your data (account details, balance, transaction history and personal information) with other parties at your or your Financial Services Professional's request. This includes people who work with or for your Financial Services Professional such as accountants, consultants, technology platform owner/operators and others, some of whom may not be in Australia.
- Please refer to the current offer document for more information and speak with your Financial Services Professional if you have questions about how your data may be used, disclosed and/or protected.

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BAY & DISTRICT REALTY

15.1

440 Deception Bay Road, Deception Bay QLD 4508

PO Box 257 Deception Bay QLD 4508

ABN 14 500 571 647

772

Tel: 07 3203 2888

Web: www.bayanddistrictrealty.com.au

Email: bayanddistrict@outlook.com

Facebook: www.facebook.com/bayanddistrictrealty/

6th August 2021

YARDEN SMSF INVESTMENTS PTY LTD
3 Bonton Avenue
Deception Bay, Qld, 4508.

Dear Anila,

RE: PROPERTY SITUATED AT 3 BONTON AVENUE, DECEPTION BAY, QLD, 4508.

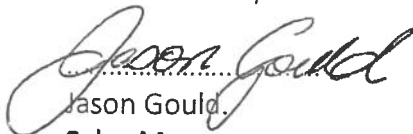
Thank you for the opportunity to provide you with a sales appraisal for the abovementioned property, described as Lot 4, RP182077

COMPARABLE PROPERTIES:

PROPERTY	62 Webster Road Deception Bay QLD 4508	PRICE:
	DATE: 29-May-21	\$475,000.
PROPERTY:	16 Cathcart Street Deception Bay QLD 4508	PRICE:
	DATE: 21-Mar-21	\$422,500.
PROPERTY:	8 Selina Court Deception Bay QLD 4508	PRICE:
	DATE: 25-Feb-21	\$390,000.

I believe in today's market you could expect to achieve between \$390,000 - \$410,000.

Yours Faithfully



Jason Gould
Sales Manager

⎓
\$400,000
Median

Bay and District Realty

15.2

YARDEN SMSF
GENERAL LEDGER FOR THE PERIOD 01/07/2020 TO 30/06/2021
FROM ACCOUNT 772/001 TO 772/999 - ENTRIES: ALL
Printed: Monday 24 January, 2022 @ 12:00:11

Date	Ref	Type	Units	Debits \$	Credits \$	Balance \$
772 <u>Real Estate Properties (Australian)</u>						
772/001 <u>3 Bonton Avenue, Deception Bay QLD 4508</u>						
08/12/2020	081220	Bank Statement	1.0000	1,000.00	15.4	1,000.00
Narration: TRANSACT FUNDS TFR TO BAY AND DISTRICT R						
16/12/2020*	161220	Bank Statement		800.00	15.47	1,800.00
Narration: TRANSACT FUNDS TFR TO QLD LAW GROUP - A						
21/12/2020*	211220	Bank Statement		220.00	15.49	2,020.00
Narration: TRANSACT FUNDS TFR TO JIM'S TERMITE AND						
20/01/2021*	200121	Bank Statement		389,000.00		391,020.00
Narration: SETTLEMENT - 3 BONTON AVE DECEPTION BAY						
21/01/2021*	772	Journal - Cash			15.4 295.55	390,724.45
Narration: Extract rates on property purchase settlement						
01/02/2021*	010221	Bank Statement		5,000.00	15.41	395,724.45
Narration: Deposit - Shalon Handyman Services - kitchen \$7551.50						
02/02/2021*	020221	Bank Statement			1,442.19	394,282.26
Narration: QLD LAW GROUP A Diloi & Norman						
13/05/2021*	130521	Bank Statement		2,365.00	15.39	396,647.26
Narration: TRANSACT FUNDS TFR TO BJT SURVEYS PTY LT						
11/06/2021*	110621	Bank Statement		3,025.00	15.36	399,672.26
Narration: TRANSACT FUNDS TFR TO BENCHMARK BUILDING						
30/06/2021	300621	Closing Journal - Non		327.74		400,000.00
Narration: Market valuation adjustment at 30/06/2021						
		 1.0000			
				Total Debits:		\$401,737.74
				Total Credits:		\$1,737.74
				Current Year Profit/(Loss):		N/A

OUR REF: 222:140:2030498
YOUR REF:



15.3

QLD LAW GROUP

- A New Direction Pty Ltd.

21 January 2021

Bay & District Realty
PO Box 257
DECEPTION BAY QLD 4508

By Email: sales@bayanddistrictrealty.com.au

Burpengary Plaza
Progress Road
Burpengary, Qld. 4505

P.O. Box 2
Burpengary, Qld. 4505

Tel: 07 3888 3555
Fax: 07 3888 4732

www.qldlawgroup.com.au

Dear Sir/Madam

**RE: YARDEN SMSF INVESTMENTS PTY LTD PURCHASE FROM MCDONALD
PROPERTY: 3 BONTON AVENUE, DECEPTION BAY QLD 4508**

We refer to our earlier communications about this matter.

Confirmation of Settlement

- 1 Settlement was effected today;
- 2 You may pay yourself commission and we confirm a cheque in the amount of \$9,312.50 was provided to the seller's solicitor at settlement for your balance commission;
- 3 The keys and security codes may be handed to the Buyer.

Thank You

Thank you for your assistance in this matter and we look forward to dealing with you again in the future.

Queries

Should you have any queries please do not hesitate to direct your communications to our office.

Yours faithfully

QLD LAW GROUP - A NEW DIRECTION PTY LTD

Per:

Steven Johnson
Legal Practitioner Director
stevenjohnson@qldlawgroup.com.au



15.4

SETTLEMENT STATEMENT

MATTER: Yarden SMSF Investments Pty Ltd ATF Yarden SMSF Purchase From
McDonald

PROPERTY: 3 Bonton Avenue, Deception Bay QLD 4508

SETTLEMENT DATE: 21 January 2021

ADJUSTMENT DATE: 21 January 2021

SETTLEMENT PLACE:

SETTLEMENT TIME:

	AMOUNT (\$)
CONTRACT PRICE	375,000.00
LESS DEPOSIT	1,000.00
	374,000.00
PLUS COUNCIL RATES	
\$385.50 Adjusted as Paid for the quarter 1/01/2021 to 31/03/2021 Proportion being 69 / 90	295.55
BALANCE	\$374,295.55

Additional Cheques required

Payable To	Amount
Office of State Revenue	\$11,550.00
Titles Lodgement Fees	935.00
QLG Fee	828.36
	\$13,313.36
Settlement Figure	\$374,295.55
Funds required to Purchase	\$387,608.91

15.5

SETTLEMENT STATEMENT

MATTER: Yarden SMSF Investments Pty Ltd ATF Yarden SMSF Purchase From
McDonald
PROPERTY: 3 Bonton Avenue, Deception Bay QLD 4508
SETTLEMENT DATE: 21 January 2021
ADJUSTMENT DATE: 21 January 2021
SETTLEMENT PLACE:
SETTLEMENT TIME:

	AMOUNT (\$)
CONTRACT PRICE	375,000.00
LESS DEPOSIT	1,000.00
	<u>374,000.00</u>
PLUS COUNCIL RATES	
\$385.50 Adjusted as Paid for the quarter 1/01/2021 to 31/03/2021 Proportion being 69 / 90	295.55
BALANCE	<u><u>\$374,295.55</u></u>

CHEQUE DETAILS

Payable To	Amount
Moreton Bay Regional Council	\$385.50
J MacDonald	\$363,650.49
Bay and District	\$9,312.50
Conveyancing Services Qld	\$670.00
UnityWater	\$277.06
CHEQUE TOTAL	\$374,295.55

15.6



Contract for Houses and Residential Land

Sixteenth Edition

This document has been approved by The Real Estate Institute of Queensland Limited and the Queensland Law Society Incorporated as being suitable for the sale and purchase of houses and residential land in Queensland except for new residential property in which case the issue of GST liability must be dealt with by special condition.

The Seller and Buyer agree to sell and buy the Property under this contract.

REFERENCE SCHEDULE

Contract Date: 22nd December 2020

SELLER'S AGENT

NAME: Bay & District Realty

ABN: 14500571647 LICENCE NO: _____

ADDRESS: 440 Deception Bay Road

SUBURB: DECEPTION BAY STATE: QLD POSTCODE: 4508

PHONE: 07 3203 2888 MOBILE: 0457 702 854 FAX: 07 3204 0303 EMAIL: sales@bayanddistrictrealty.com.au

SELLER Note: Refer to Annexure - Additional Clients

NAME: JOHN COLIN MCDONALD ABN: _____

ADDRESS: 1251 Anzac Avenue

SUBURB: KALLANGUR STATE: QLD POSTCODE: 4503

PHONE: _____ MOBILE: 0434 990 189 FAX: _____ EMAIL: aajohnlyn1@gmail.com

NAME: _____ ABN: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ FAX: _____ EMAIL: _____

SELLER'S SOLICITOR ← or any other solicitor notified to the Buyer

NAME: CONVEYANCING SERVICES

REF: _____ CONTACT: DARREN MORRIS

ADDRESS: PO BOX 465

SUBURB: KIPPA RING STATE: QLD POSTCODE: 4021

PHONE: 07) 3883 4500 MOBILE: _____ FAX: _____ EMAIL: conveyancingservices@bigpond.com

15.7

BUYER

Note: Refer to Annexure - Additional Clients

NAME: Yarden SMSF investments Pty Ltd ACN 641 759 560 as Trustee for Yarden SMSF. ABN:

ADDRESS:

SUBURB: STATE: POSTCODE:

PHONE: MOBILE: 0419 765 279 FAX: EMAIL: anila.Diloi@health.qld.gov.au

NAME: ABN:

ADDRESS:

SUBURB: STATE: POSTCODE:

PHONE: MOBILE: FAX: EMAIL:

BUYER'S AGENT (If applicable)

NAME:

ABN: LICENCE NO:

ADDRESS:

SUBURB: STATE: POSTCODE:

PHONE: MOBILE: FAX: EMAIL:

BUYER'S SOLICITOR

← or any other solicitor notified to the Seller

NAME: Qld Law Group

REF: CONTACT: Jan Wallace

ADDRESS: 17-21 Progress Road

SUBURB: BURPENARY STATE: QLD POSTCODE: 4505

PHONE: MOBILE: FAX: EMAIL:

01) 3155 2043 janwallace@qldlawgroup.com.au

PROPERTY

Land: ADDRESS: 3 BONTON AVENUE

SUBURB: DECEPTION BAY STATE: QLD POSTCODE: 4508

Built On Vacant

Description: Lot: 4

on: RP182077

Title Reference: 16270018

Area: 647m2 (more or less) Land sold as: Freehold Leasehold ← if neither is selected, the land is treated as being Freehold.

Present Use: RESIDENTIAL

Local Government: MORETON BAY REGIONAL COUNCIL

INITIALS (note: initials not required if signed with Electronic Signature)

000016545669

15-8

Excluded Fixtures:

Included Chattels:

PRICE

Deposit Holder: BAY AND DISTRICT REALTY

Deposit Holder's Trust Account: BAY AND DISTRICT REALTY TRUST ACCOUNT

Bank: COMMONWEALTH BANK

BSB: 064-048 Account No: 100 69 588

Purchase Price: \$ 375,000.

← Unless otherwise specified in this contract, the Purchase Price includes any GST payable on the supply of the Property to the Buyer.

Deposit: \$ 1000. Initial Deposit payable on the day the Buyer signs this contract unless another time is specified below.

\$ Balance Deposit (if any) payable on:

Default Interest Rate: % ← If no figure is inserted, the Contract Rate applying at the Contract Date published by the Queensland Law Society Inc will apply.

FINANCE

Finance Amount: \$ ← Unless all of "Finance Amount", "Financier" and "Finance Date" are completed, this contract is not subject to finance and clause 3 does not apply.

Financier:

Finance Date:

BUILDING AND/OR PEST INSPECTION DATE:

Inspection Date: ← If "Inspection Date" is not completed, the contract is not subject to an inspection report and clause 4.1 does not apply.

MATTERS AFFECTING PROPERTY

Title Encumbrances:

Is the Property sold subject to any Encumbrances? No Yes, listed below:

← WARNING TO SELLER: You are required to disclose all Title Encumbrances which will remain after settlement (for example, easements on your title and statutory easements for sewerage and drainage which may not appear on a title search). Failure to disclose these may entitle the Buyer to terminate the contract or to compensation. It is NOT sufficient to state "refer to title", "search will reveal", or similar.

Tenancies:

TENANTS NAME:

Robert Borland & Kristy-Lee Brady

TERM AND OPTIONS:

Fixed term

← If the property is sold with vacant possession from settlement, insert 'Nil'. Otherwise complete details from Residential Tenancy Agreement.

STARTING DATE OF TERM:	ENDING DATE OF TERM:	RENT:	BOND:
18 March 2020	17 March 2021	\$ 330.00	\$ 1320.00

INITIALS (Note: Initials not required if signed with Electronic Signature)

000016545669

Managing Agent:

AGENCY NAME:

BAY & DISTRICT REALTY

PROPERTY MANAGER:

KRISTY GIBBS

ADDRESS: PO BOX 257

SUBURB: DECEPTION BAY

STATE: QLD

POSTCODE: 4508

PHONE:

07 3203 2888

MOBILE:

FAX:

EMAIL:

bayanddistrict@outlook.com

POOL SAFETY

Q1 Is there a pool on the Land or on an adjacent land used in association with the Land?

- Yes
- No Clause 4.2 of this contract does not apply

← **WARNING TO SELLER:** Failure to comply with the Pool Safety Requirements is an offence with substantial penalties.

← **WARNING TO BUYER:** If there is no Compliance or Exemption Certificate at settlement, the Buyer becomes responsible at its cost to obtain a Pool Safety Certificate within 90 days after settlement. The Buyer can also become liable to pay any costs of rectification necessary to comply with the Pool Safety Requirements to obtain a Pool Safety Certificate. The Buyer commits an offence and can be liable to substantial penalties if the Buyer fails to comply with this requirement.

Q2 If the answer to Q1 is Yes, is there a Compliance or Exemption Certificate for the pool at the time of contract?

- Yes Clause 5.3(1)(f) applies
- No Clause 4.2 applies (except for auction and some other excluded sales)

← If there is a pool on the Land and Q2 is not completed then clause 4.2 applies.

Q3 If the answer to Q2 is No, has a Notice of no pool safety certificate been given prior to contract?

- Yes
- No

← Note: This is an obligation of the Seller under section 16 of the Building Regulation 2006.

POOL SAFETY INSPECTOR

Pool Safety Inspector: _____

← The Pool Safety Inspector must be licensed under the Building Act 1975 and Building Regulation 2006.

Pool Safety Inspection Date: _____

← Clause 4.2(2) applies except where this contract is formed on a sale by auction and some other excluded sales.

ELECTRICAL SAFETY SWITCH AND SMOKE ALARM This section must be completed unless the Land is vacant.

The Seller gives notice to the Buyer that an Approved Safety Switch for the General Purpose Socket Outlets is:

(select whichever is applicable)

- installed in the residence
- not installed in the residence

← **WARNING:** By giving false or misleading information in this section, the Seller may incur a penalty. The Seller should seek expert and qualified advice about completing this section and not rely on the Seller's Agent to complete this section.

The Seller gives notice to the Buyer that a Compliant Smoke Alarm(s) is/are:

(select whichever is applicable)

- installed in the residence
- not installed in the residence

← **WARNING:** Failure to install a Compliant Smoke Alarm is an offence under the Fire and Emergency Services Act 1990.

NEIGHBOURHOOD DISPUTES (DIVIDING FENCES AND TREES) ACT 2011

The Seller gives notice to the Buyer in accordance with section 83 of the Neighbourhood Disputes (Dividing Fences and Trees) Act 2011 that the Land:

(select whichever is applicable)

- is not affected by any application to, or an order made by, the Queensland Civil and Administrative Tribunal (QCAT) in relation to a tree on the Land or
- is affected by an application to, or an order made by, QCAT in relation to a tree on the Land, a copy of which has been given to the Buyer prior to the Buyer signing the contract.

← **WARNING:** Failure to comply with section 83 Neighbourhood Disputes (Dividing Fences and Trees Act) 2011 by giving a copy of an order or application to the Buyer (where applicable) prior to Buyer signing the contract will entitle the Buyer to terminate the contract prior to Settlement.

INITIALS (note: initials not required if signed with Electronic Signature)

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GST WITHHOLDING OBLIGATIONS

Is the Buyer registered for GST and acquiring the Land for a creditable purpose?

(select whichever is applicable)

Yes

No

[Note: An example of an acquisition for a creditable purpose would be the purchase of the Land by a building contractor, who is registered for GST, for the purposes of building a house on the Land and selling it in the ordinary course of its business.]

← **WARNING:** the Buyer warrants in clause 2.5(6) that this information is true and correct.

The Seller gives notice to the Buyer in accordance with section 14-255(1)(a) of the Withholding Law that:

(select whichever is applicable)

the Buyer is not required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property

the Buyer is required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property. Under section 14-255(1) of the Withholding Law, the Seller is required to give further details prior to settlement.

← **WARNING:** All sellers of residential premises or potential residential land are required to complete this notice. Section 14-250 of the Withholding Law applies to the sale of 'new residential premises' or 'potential residential land' (subject to some exceptions) and requires an amount to be withheld from the Purchase Price and paid to the ATO. The Seller should seek legal advice if unsure about completing this section.

The REIQ Terms of Contract for Houses and Residential Land (Pages 7-15) (Sixteenth Edition) contain the Terms of this Contract.

SPECIAL CONDITIONS

AUTHORITY TO PAY COMMISSION

The seller acknowledges that if the Deposit Held is an amount less than the commission payable by the seller to its Agent, the seller here by irrevocably authorises and directs the Buyer and/or their Solicitor to pay to the seller's Agent on the settlement date, from the balance of purchase monies, the amount of commission less the amount held by the deposit holder herein. A tax invoice will be provided by the Seller's Agent confirming this amount prior to settlement.

FACSIMILE AND EMAILED

This contract may be entered into by and becomes binding on the parties named in the Contract upon any party signing the Contract that has been signed by the other (or a photocopy, facsimile copy, or printed electronic copy of that Contract) and transmitting a facsimile copy, or electronic copy of it to the other party or to the other parties agent or solicitor.

SETTLEMENT

Settlement Date: 30 DAYS FROM CONTRACT DATE

← or the next Business Day if that is not a Business Day in the Place for Settlement.

Place for Settlement: BRISBANE

← If Brisbane is inserted, this is a reference to Brisbane CBD.

INITIALS *(Note: initials not required if signed with Electronic Signature)*

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15/11

SIGNATURES

The contract may be subject to a 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.

DocuSigner by: [Signature] 12/21/2020 Witness: _____
15CF478C756433

DocuSigner by: ASIAH CAULA YUTATIA HADJAH 12/21/2020 Witness: _____
1FA255412CC36450
By placing my signature above, I warrant that I am the Buyer named in the Reference Schedule or authorised by the Buyer to sign. (Note: No witness is required if the Buyer signs using an Electronic Signature)

DocuSigner by: [Signature] 12/21/2020 Witness: _____
297551C7AE03429

Seller: _____ Witness: _____
By placing my signature above, I warrant that I am the Seller named in the Reference Schedule or authorised by the Seller to sign. (Note: No witness is required if the Seller signs using an Electronic Signature)

Deposit Holder: [Signature] ← Who acknowledges having received the Initial Deposit and agrees to hold that amount and any Balance Deposit when received as Deposit Holder for the parties as provided in the Contract.

15.12

TERMS OF CONTRACT FOR HOUSES AND RESIDENTIAL LAND

1. DEFINITIONS

1.1 In this contract:

- (1) Terms in **bold** in the Reference Schedule have the meanings shown opposite them; and
- (2) Unless the context otherwise indicates:
- (a) **"Approved Safety Switch"** means a residual current device as defined in the *Electrical Safety Regulation 2013*;
- (b) **"ATO"** means the Australian Taxation Office;
- (c) **"ATO Clearance Certificate"** means a certificate issued under section 14-220(1) of the Withholding Law which is current on the date it is given to the Buyer;
- (d) **"Balance Purchase Price"** means the Purchase Price, less the Deposit paid by the Buyer, adjusted under clause 2.6;
- (e) **"Bank"** means an authorised deposit-taking institution within the meaning of the *Banking Act 1959* (Cth);
- (f) **"Bond"** means a bond under the *Residential Tenancies and Rooming Accommodation Act 2008*;
- (g) **"Building Inspector"** means a person licensed to carry out completed residential building inspections under the *Queensland Building and Construction Commission Regulations 2003*;
- (h) **"Business Day"** means a day other than:
- (i) a Saturday or Sunday;
 - (ii) a public holiday in the Place for Settlement; and
 - (iii) a day in the period 27 to 31 December (inclusive);
- (i) **"CGT Withholding Amount"** means the amount determined under section 14-200(3)(a) of the Withholding Law or, if a copy is provided to the Buyer prior to settlement, a lesser amount specified in a variation notice under section 14-235;
- (j) **"Compliance or Exemption Certificate"** means:
- (i) a Pool Safety Certificate; or
 - (ii) a Building Certificate that may be used instead of a Pool Safety Certificate under section 246AN(2) of the *Building Act 1975*; or
 - (iii) an exemption from compliance on the grounds of impracticality under section 245B of the *Building Act 1975*;
- (k) **"Compliant Smoke Alarm"** means a smoke alarm complying with the requirements for smoke alarms in domestic dwellings under the *Fire and Emergency Services Act 1990*;
- (l) **"Contract Date"** or **"Date of Contract"** means the date inserted in the Reference Schedule;
- (m) **"Court"** includes any tribunal established under statute;
- (n) **"Electronic Signature"** means an electronic method of signing that identifies the person and indicates their intention to sign the contract;
- (o) **"Encumbrances"** includes:
- (i) unregistered encumbrances;
 - (ii) statutory encumbrances; and
 - (iii) Security Interests;
- (p) **"Essential Term"** includes, in the case of breach by:
- (i) the Buyer: clauses 2.2, 2.5(1), 2.5(5), 5.1 and 6.1; and
 - (ii) the Seller: clauses 2.5(5), 5.1, 5.3(1)(a)-(d), 5.3(1)(e)(ii) & (iii), 5.3(1)(f), 5.5 and 6.1;
- but nothing in this definition precludes a Court from finding other terms to be essential;
- (q) **"Financial Institution"** means a Bank, Building Society or Credit Union;
- (r) **"General Purpose Socket Outlet"** means an electrical socket outlet as defined in the *Electrical Safety Regulation 2013*;
- (s) **"GST"** means the goods and services tax under the GST Act;
- (t) **"GST Act"** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and includes other GST related legislation;
- (u) **"GST Withholding Amount"** means the amount (if any) determined under section 14-250 of the Withholding Law required to be paid to the Commissioner of Taxation;
- (v) **"Improvements"** means fixed structures on the Land and includes all items fixed to them (such as stoves, hot water systems, fixed carpets, curtains, blinds and their fittings, clothes lines, fixed satellite dishes and television antennae, in-ground plants) but does not include the Reserved Items;
- (w) **"Keys"** means keys, codes or devices in the Seller's possession or control for all locks or security systems on the Property or necessary to access the Property;
- (x) **"Notice of No Pool Safety Certificate"** means the Form 36 under the *Building Regulation 2006* to the effect that there is no Pool Safety Certificate issued for the Land;
- (y) **"Notice of Nonconformity"** means a Form 26 under the *Building Regulation 2006* advising how the pool does not comply with the relevant pool safety standard;
- (z) **"Outgoings"** means rates or charges on the Land by any competent authority (for example, council rates, water rates, fire service levies) but excludes land tax;
- (aa) **"Pest Inspector"** means a person licensed to undertake termite inspections on completed buildings under the *Queensland Building and Construction Commission Regulations 2003*;
- (bb) **"Pool Safety Certificate"** has the meaning in section 231C(a) of the *Building Act 1975*;
- (cc) **"Pool Safety Inspection Date"** means the Pool Safety Inspection Date inserted in the Reference Schedule. If no date is inserted in the Reference Schedule, the Pool Safety Inspection Date is taken to be the earlier of the following:
- (i) the Inspection Date for the Building and/or Pest Inspection; or
 - (ii) 2 Business Days before the Settlement Date;
- (dd) **"Pool Safety Requirements"** means the requirements for pool safety contained in the *Building Act 1975 and Building Regulation 2006*;
- (ee) **"Pool Safety Inspector"** means a person authorised to give a Pool Safety Certificate;
- (ff) **"PPSR"** means the Personal Property Securities Register established under *Personal Property Securities Act 2009* (Cth);
- (gg) **"Property"** means:
- (i) the Land;
 - (ii) the Improvements; and
 - (iii) the Included Chattels;
- (hh) **"Rent"** means any periodic amount payable under the Tenancies;

INITIALS (Note: initials not required if signed with Electronic Signature)

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15.13

- (ii) "Reserved Items" means the Excluded Fixtures and all Chattels on the Land other than the Included Chattels;
- (jj) "Security Interests" means all security interests registered on the PPSR over Included Chattels and Improvements;
- (kk) "Transfer Documents" means:
 - (i) the form of transfer under the *Land Title Act 1994* required to transfer title in the Land to the Buyer; and
 - (ii) any other document to be signed by the Seller necessary for stamping or registering the transfer;
- (ll) "Transport Infrastructure" has the meaning defined in the *Transport Infrastructure Act 1994*; and
- (mm) "Withholding Law" means Schedule 1 to the *Taxation Administration Act 1953* (Cth).

2. PURCHASE PRICE

2.1 GST

- (1) Unless otherwise specified in this contract, the Purchase Price includes any GST payable on the supply of the Property to the Buyer.
- (2) If a party is required to make any other payment or reimbursement under this contract, that payment or reimbursement will be reduced by the amount of any input tax credits to which the other party (or the representative member for a GST group of which it is a member) is entitled.

2.2 Deposit

- (1) The Buyer must pay the Deposit to the Deposit Holder at the times shown in the Reference Schedule. The Deposit Holder will hold the Deposit until a party becomes entitled to it.
- (2) The Buyer will be in default if it:
 - (a) does not pay the Deposit when required;
 - (b) pays the Deposit by a post-dated cheque; or
 - (c) pays the Deposit by cheque which is dishonoured on presentation.
- (3) The Seller may recover from the Buyer as a liquidated debt any part of the Deposit which is not paid when required.

2.3 Investment of Deposit

- If:
- (1) the Deposit Holder is instructed by either the Seller or the Buyer; and
 - (2) it is lawful to do so;
- the Deposit Holder must:
- (3) invest as much of the Deposit as has been paid with any Financial Institution in an interest-bearing account in the names of the parties; and
 - (4) provide the parties' tax file numbers to the Financial Institution (if they have been supplied).

2.4 Entitlement to Deposit and Interest

- (1) The party entitled to receive the Deposit is:
 - (a) if this contract settles, the Seller;
 - (b) if this contract is terminated without default by the Buyer, the Buyer; and
 - (c) if this contract is terminated owing to the Buyer's default, the Seller.
- (2) The interest on the Deposit must be paid to the person who is entitled to the Deposit.
- (3) If this contract is terminated, the Buyer has no further claim once it receives the Deposit and interest, unless the termination is due to the Seller's default or breach of warranty.
- (4) The Deposit is invested at the risk of the party who is ultimately entitled to it.

2.5 Payment of Balance Purchase Price

- (1) On the Settlement Date, the Buyer must pay the Balance Purchase Price by bank cheque as the Seller or the Seller's Solicitor directs.
- (2) Despite any other provision of this contract, a reference to a "bank cheque" in clause 2.5:
 - (a) includes a cheque drawn by a Building Society or Credit Union on itself;
 - (b) does not include a cheque drawn by a Building Society or Credit Union on a Bank;
 and the Seller is not obliged to accept a cheque referred to in clause 2.5(2)(b) on the Settlement Date.
- (3) If both the following apply:
 - (a) the sale is not an excluded transaction under section 14-215 of the Withholding Law; and
 - (b) the Seller has not given the Buyer on or before settlement for each person comprising the Seller either:
 - (i) an ATO Clearance Certificate; or
 - (ii) a variation notice under section 14-235 of the Withholding Law which remains current at the Settlement Date varying the CGT Withholding Amount to nil,

then:

- (c) for clause 2.5(1), the Seller irrevocably directs the Buyer to draw a bank cheque for the CGT Withholding Amount in favour of the Commissioner of Taxation or, if the Buyer's Solicitor requests, the Buyer's Solicitor's Trust Account;
- (d) the Buyer must lodge a *Foreign Resident Capital Gains Withholding Purchaser Notification Form* with the ATO for each person comprising the Buyer and give copies to the Seller with the payment reference numbers (PRN) on or before settlement;
- (e) the Seller must return the bank cheque in paragraph (c) to the Buyer's Solicitor (or if there is no Buyer's Solicitor, the Buyer) at settlement; and
- (f) the Buyer must pay the CGT Withholding Amount to the ATO in accordance with section 14-200 of the Withholding Law and give the Seller evidence that it has done so within 2 Business Days of settlement occurring.
- (4) For clause 2.5(3) and section 14-215 of the Withholding Law, the market value of the CGT asset 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 unless:
 - (a) the Property includes items in addition to the Land and Improvements; and
 - (b) no later than 2 Business Days prior to the Settlement Date, the Seller gives the Buyer a valuation of the Land and Improvements prepared by a registered valuer,
 in which case the market value of the Land and Improvements will be as stated in the valuation.
- (5) If the Buyer is required to pay the GST Withholding Amount to the Commissioner of Taxation at settlement pursuant to section 14-250 of the Withholding Law:
 - (a) the Seller must give the Buyer a notice in accordance with section 14-255(1) of the Withholding Law;
 - (b) prior to settlement the Buyer must lodge with the ATO:
 - (i) a *GST Property Settlement Withholding Notification form* ("Form 1"); and

- (ii) a *GST Property Settlement Date Confirmation* form ("Form 2");
- (c) on or before settlement, the Buyer must give the Seller copies of:
 - (i) the Form 1;
 - (ii) confirmation from the ATO that the Form 1 has been lodged specifying the Buyer's lodgement reference number and payment reference number;
 - (iii) confirmation from the ATO that the Form 2 has been lodged; and
 - (iv) a completed ATO payment slip for the Withholding Amount.
- (d) the Seller irrevocably directs the Buyer to draw a bank cheque for the GST Withholding Amount in favour of the Commissioner of Taxation and deliver it to the Seller at settlement; and
- (e) the Seller must pay the GST Withholding Amount to the ATO in compliance with section 14-250 of the Withholding Law promptly after settlement.
- (6) The Buyer warrants that the statements made by the Buyer in the Reference Schedule under GST Withholding Obligations are true and correct.

2.6 Adjustments to Balance Purchase Price

- (1) The Seller is liable for Outgoings and is entitled to Rent up to and including the Settlement Date. The Buyer is liable for Outgoings and is entitled to Rent after the Settlement Date.
- (2) Subject to clauses 2.6(3), 2.6(5), and 2.6(14), Outgoings for periods including the Settlement Date must be adjusted:
 - (a) for those paid, on the amount paid;
 - (b) for those assessed but unpaid, on the amount payable (excluding any discount); and
 - (c) for those not assessed:
 - (i) on the amount the relevant authority advises will be assessed (excluding any discount); or
 - (ii) if no advice on the assessment to be made is available, on the amount of the latest separate assessment (excluding any discount).
- (3) If there is no separate assessment of rates for the Land at the Settlement Date and the Local Government informs the Buyer that it will not apportion rates between the Buyer and the Seller, then:
 - (a) the amount of rates to be adjusted is that proportion of the assessment equal to the ratio of the area of the Land to the area of the parcel in the assessment; and
 - (b) if an assessment of rates includes charges imposed on a "per lot" basis, then the portion of those charges to be adjusted is the amount assessed divided by the number of lots in that assessment.
- (4) The Seller is liable for land tax assessed on the Land for the financial year current at the Settlement Date. If land tax is unpaid at the Settlement Date and the Office of State Revenue advises that it will issue a final clearance for the Land on payment of a specified amount, then the Buyer may deduct the specified amount from the Balance Purchase Price at settlement and must pay it promptly to the Office of State Revenue.
- (5) Any Outgoings assessable on the amount of water used must be adjusted on the charges that would be assessed on the total water usage for the assessment period, determined by assuming that the actual rate of usage shown by the meter reading

- made before settlement continues throughout the assessment period. The Buyer must obtain and pay for the meter reading.
 - (6) If any Outgoings are assessed but unpaid at the Settlement Date, then the Buyer may deduct the amount payable from the Balance Purchase Price at settlement and pay it promptly to the relevant authority. If an amount is deducted under this clause, the relevant Outgoing will be treated as paid at the Settlement Date for the purposes of clause 2.6(2).
 - (7) Arrears of Rent for any rental period ending on or before the Settlement Date belong to the Seller and are not adjusted at settlement.
 - (8) Unpaid Rent for the rental period including both the Settlement Date and the following day ("Current Period") is not adjusted until it is paid.
 - (9) Rent already paid for the Current Period or beyond must be adjusted at settlement.
 - (10) If Rent payments are reassessed after the Settlement Date for periods including the Settlement Date, any additional Rent payment from a Tenant or refund due to a Tenant must be apportioned under clauses 2.6(7), 2.6(8) and 2.6(9).
 - (11) Payments under clause 2.6(10) must be made within 14 days after notification by one party to the other but only after any additional payment from a Tenant has been received.
 - (12) The cost of bank cheques payable at settlement:
 - (a) to the Seller or its mortgagee are the responsibility of the Buyer; and
 - (b) to parties other than the Seller or its mortgagee are the responsibility of the Seller.
 - (13) The Seller is not entitled to require payment of the Balance Purchase Price by means other than bank cheque without the consent of the Buyer.
 - (14) Upon written request by the Buyer, the Seller will, prior to settlement, give the Buyer a written statement, supported by reasonable evidence, of:
 - (a) all Outgoings and all Rent for the Property to the extent they are not capable of discovery by search or enquiry at any office of public record or pursuant to the provisions of any statute; and
 - (b) any other information which the Buyer may reasonably require for the purpose of calculating or apportioning any Outgoings or Rent under this clause 2.6.
- If the Seller becomes aware of a change to the information provided the Seller will as soon as practicably provide the updated information to the Buyer.

3. FINANCE

- 3.1 This contract is conditional on the Buyer obtaining approval of a loan for the Finance Amount from the Financier by the Finance Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain approval.
- 3.2 The Buyer must give notice to the Seller that:
 - (1) 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.
- 3.3 The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 3.2 by 5pm on the Finance Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- 3.4 The Seller's right under clause 3.3 is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 3.2.

4. BUILDING AND PEST INSPECTION REPORTS AND POOL SAFETY

4.1 Building and Pest Inspection

- (1) This contract is conditional upon the Buyer obtaining a written Building Report from a Building Inspector and a written Pest Report from a Pest Inspector (which may be a single report) on the Property by the Inspection Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain the reports (subject to the right of the Buyer to elect to obtain only one of the reports).
- (2) The Buyer must give notice to the Seller that:
 - (a) a satisfactory Inspector's report under clause 4.1(1) has not been obtained by the Inspection Date and the Buyer terminates this contract. The Buyer must act reasonably; or
 - (b) clause 4.1(1) has been either satisfied or waived by the Buyer.
- (3) If the Buyer terminates this contract and the Seller asks the Buyer for a copy of the building and pest reports, the Buyer must give a copy of each report to the Seller without delay.
- (4) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.1(2) by 5pm on the Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- (5) The Seller's right under clause 4.1(4) is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waive pursuant to clause 4.1(2).

4.2 Pool Safety

- (1) This clause 4.2 applies if:
 - (a) the answer to Q2 of the Reference Schedule is No or Q2 is not completed; and
 - (b) this contract is not a contract of a type referred to in section 160(1)(b) of the *Property Occupations Act 2014*.
- (2) This contract is conditional upon:
 - (a) the issue of a Pool Safety Certificate; or
 - (b) a Pool Safety Inspector issuing a Notice of Nonconformity stating the works required before a Pool Safety Certificate can be issued;
 by the Pool Safety Inspection Date.
- (3) The Buyer is responsible for arranging an inspection by a Pool Safety Inspector at the Buyer's cost. The Seller authorises:
 - (a) the Buyer to arrange the inspection; and
 - (b) the Pool Safety Inspector to advise the Buyer of the results of the inspection and to give the Buyer a copy of any notice issued.
- (4) If a Pool Safety Certificate has not been issued by the Pool Safety Inspection Date, the Buyer may give notice to the Seller that the Buyer:
 - (a) terminates this contract; or
 - (b) waives the benefit of this clause 4.2.
 The Buyer must act reasonably.
- (5) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.2(4) by 5pm on the Pool Safety Inspection Date.
- (6) The Seller's right under clause 4.2(5) is subject to the Buyer's continuing right to give written notice to the Seller of termination or waiver pursuant to clause 4.2(4).
- (7) The right of a party to terminate under this clause 4.2 ceases upon receipt by that party of a copy of a current Pool Safety Certificate.

- (8) If the Buyer terminates this contract under clause 4.2(4)(a), and the Seller has not obtained a copy of the Notice of Nonconformity issued by the Pool Safety Inspector, the Seller may request a copy and the Buyer must provide this to the Seller without delay.

5. SETTLEMENT

5.1 Time and Date

- (1) Settlement must occur between 9am and 4pm AEST on the Settlement Date.
- (2) If the parties do not agree on where settlement is to occur, it must take place in the Place for Settlement at the office of a solicitor or Financial Institution nominated by the Seller, or, if the Seller does not make a nomination, at the Land Registry Office in or nearest to the Place for Settlement.

5.2 Transfer Documents

- (1) The Transfer Documents must be prepared by the Buyer's Solicitor and delivered to the Seller a reasonable time before the Settlement Date.
- (2) If the Buyer pays the Seller's reasonable expenses, it may require the Seller to produce the Transfer Documents at the Office of State Revenue nearest the Place for Settlement for stamping before settlement.

5.3 Documents and Keys at Settlement

- (1) In exchange for payment of the Balance Purchase Price, the Seller must deliver to the Buyer at settlement:
 - (a) any instrument of title for the Land required to register the transfer to the Buyer; and
 - (b) unstamped Transfer Documents capable of immediate registration after stamping; and
 - (c) any instrument necessary to release any Encumbrance over the Property in compliance with the Seller's obligation in clause 7.2; and
 - (d) if requested by the Buyer not less than 2 clear Business Days before the Settlement Date, the Keys; and
 - (e) if there are Tenancies:
 - (i) the Seller's copy of any Tenancy agreements;
 - (ii) a notice to each Tenant advising of the sale in the form required by law; and
 - (iii) any notice required by law to transfer to the Buyer the Seller's interest in any Bond; and
 - (f) if the answer to Q2 in the Reference Schedule is Yes, a copy of a current Compliance or Exemption Certificate, if not already provided to the Buyer.
- (2) If the instrument of title for the Land also relates to other land, the Seller need not deliver it to the Buyer, but the Seller must make arrangements satisfactory to the Buyer to produce it for registration of the transfer.
- (3) If the Keys are not delivered at settlement under clause 5.3(1)(d), the Seller must deliver the Keys to the Buyer. The Seller may discharge its obligation under this provision by authorising the Seller's Agent to release the Keys to the Buyer.

5.4 Assignment of Covenants and Warranties

At settlement, the Seller assigns to the Buyer the benefit of all:

- (1) covenants by the Tenants under the Tenancies;
- (2) guarantees and Bonds (subject to the requirements of the *Residential Tenancies and Rooming Accommodation Act 2008*) supporting the Tenancies;
- (3) manufacturer's warranties regarding the Included Chattels; and

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(4) builders' warranties on the Improvements; to the extent they are assignable. However, the right to recover arrears of Rent is not assigned to the Buyer and section 117 of the *Property Law Act 1974* does not apply.

5.5 Possession of Property and Title to Included Chattels

On the Settlement Date, in exchange for the Balance Purchase Price, the Seller must give the Buyer vacant possession of the Land and the Improvements except for the Tenancies. Title to the Included Chattels passes at settlement.

5.6 Reservations

- (1) The Seller must remove the Reserved Items from the Property before settlement.
- (2) The Seller must repair at its expense any damage done to the Property in removing the Reserved Items. If the Seller fails to do so, the Buyer may repair that damage.
- (3) Any Reserved Items not removed before settlement will be considered abandoned and the Buyer may, without limiting its other rights, complete this contract and appropriate those Reserved Items or dispose of them in any way.
- (4) The Seller indemnifies the Buyer against any damages and expenses resulting from the Buyer's actions under clauses 5.6(2) or 5.6(3).

5.7 Consent to Transfer

- (1) If the Land sold is leasehold, this contract is subject to any necessary consent to the transfer of the lease to the Buyer being obtained by the Settlement Date.
- (2) The Seller must apply for the consent required as soon as possible.
- (3) The Buyer must do everything reasonably required to help obtain this consent.

6. TIME

6.1 Time of the Essence

Time is of the essence of this contract, except regarding any agreement between the parties on a time of day for settlement.

6.2 Suspension of Time

- (1) This clause 6.2 applies if a party is unable to perform a Settlement Obligation solely as a consequence of a Delay Event but does not apply where the inability is attributable to:
 - (a) damage to, destruction of or diminution in value of the Property or other property of the Seller or Buyer; or
 - (b) termination or variation of any agreement between a party and another person whether relating to the provision of finance, the release of an Encumbrance, the sale or purchase of another property or otherwise.
- (2) Time for the performance of the parties' settlement obligations is suspended and ceases to be of the essence of the contract and the parties are deemed not to be in breach of their Settlement Obligations.
- (3) An Affected Party must take reasonable steps to minimise the effect of the Delay Event on its ability to perform its Settlement Obligations.
- (4) When an Affected Party is no longer prevented from performing its Settlement Obligations due to the Delay Event, the Affected Party must give the other party a notice of that fact, promptly.
- (5) When the Suspension Period ends, whether notice under clause 6.2(4) has been given or not, either party may give the other party a Notice to Settle.
- (6) A Notice to Settle must be in writing and state:
 - (a) that the Suspension Period has ended; and

(b) a date, being not less than 5 nor more than 10 Business Days after the date the Notice to Settle is given, which shall become the Settlement Date;

(c) that time is of the essence.

(7) When Notice to Settle is given, time is again of the essence of the contract.

(8) In this clause 6.2:

(a) "Affected Party" means a party referred to in clause 6.2(1);

(b) "Delay Event" means:

- (i) a tsunami, flood, cyclone, earthquake, bushfire or other act of nature;
- (ii) riot, civil commotion, war, invasion or a terrorist act;
- (iii) an imminent threat of an event in paragraphs (i) or (ii); or
- (iv) compliance with any lawful direction or order by a Government Agency;

(c) "Government Agency" means the government of the Commonwealth of Australia or an Australian State, Territory or local government and includes their authorities, agencies, government owned corporations and authorised officers, courts and tribunals;

(d) "Settlement Obligations" means, in the case of the Buyer, its obligations under clauses 2.5(1) and 5.1(1) and, in the case of the Seller, its obligations under clauses 5.1(1), 5.3(1)(a) – (e) and 5.5;

(e) "Suspension Period" means the period during which the Affected Party (or if both the Buyer and Seller are Affected Parties, either of them) remains unable to perform a Settlement Obligation solely as a consequence of a Delay Event.

7. MATTERS AFFECTING THE PROPERTY

7.1 Title

The Land is sold subject to:

- (1) any reservations or conditions on the title or the original Deed of Grant (if freehold); or
- (2) the Conditions of the Crown Lease (if leasehold).

7.2 Encumbrances

The Property is sold free of all Encumbrances other than the Title Encumbrances and Tenancies.

7.3 Requisitions

The Buyer may not deliver any requisitions or enquiries on title.

7.4 Seller's Warranties

- (1) The Seller warrants that, except as disclosed in this contract at settlement:
 - (a) if the Land is freehold: it will be the registered owner of an estate in fee simple in the Land and will own the rest of the Property;
 - (b) if the Land is leasehold: it will be the registered lessee, the lease is not liable to forfeiture because of default under the lease, and it will own the rest of the Property;
 - (c) it will be capable of completing this contract (unless the Seller dies or becomes mentally incapable after the Contract Date); and
 - (d) there will be no unsatisfied judgment, order (except for an order referred to in clause 7.6(1)(b)) or writ affecting the Property.

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- (2) The Seller warrants that, except as disclosed in this contract at the Contract Date and at settlement there are no current or threatened claims, notices or proceedings that may lead to a judgment, order or writ affecting the Property.
- (3) (a) The Seller warrants that, except as disclosed in this contract or a notice given by the Seller to the Buyer under the *Environmental Protection Act 1994* ("EPA"), at the Contract Date:
 - (i) there is no outstanding obligation on the Seller to give notice to the administering authority under EPA of notifiable activity being conducted on the Land; and
 - (ii) the Seller is not aware of any facts or circumstances that may lead to the Land being classified as contaminated land within the meaning of EPA.
- (b) If the Seller breaches a warranty in clause 7.4(3), the Buyer may:
 - (i) terminate this contract by notice in writing to the Seller given within 2 Business Days before the Settlement Date; or
 - (ii) complete this contract and claim compensation, but only if the Buyer claims it in writing before the Settlement Date.
- (4) If the Seller breaches a warranty in clause 7.4(1) or clause 7.4(2), the Buyer may terminate this contract by notice to the Seller.
- (5) The Seller does not warrant that the Present Use is lawful.

7.5 Survey and Mistake

- (1) The Buyer may survey the Land.
- (2) If there is:
 - (a) an error in the boundaries or area of the Land;
 - (b) an encroachment by structures onto or from the Land; or
 - (c) a mistake or omission in describing the Property or the Seller's title to it;
 which is:
 - (d) immaterial; or
 - (e) material, but the Buyer elects to complete this contract;
 the Buyer's only remedy against the Seller is for compensation, but only if claimed by the Buyer in writing on or before settlement.
- (3) The Buyer may not delay settlement or withhold any part of the Balance Purchase Price because of any compensation claim under clause 7.5(2).
- (4) If there is a material error, encroachment or mistake, the Buyer may terminate this contract before settlement.

7.6 Requirements of Authorities

- (1) Subject to clause 7.6(5), any valid notice or order by any competent authority or Court requiring work to be done or money spent in relation to the Property ("Work or Expenditure") must be fully complied with:
 - (a) if issued before the Contract Date, by the Seller before the Settlement Date;
 - (b) if issued on or after the Contract Date, by the Buyer.
- (2) If any Work or Expenditure that is the Seller's responsibility under clause 7.6(1)(a) is not done before the Settlement Date, the Buyer is entitled to claim the reasonable cost of work done by the Buyer in accordance with the notice or order referred to in clause 7.6(1) from the Seller after settlement as a debt.

- (3) Any Work or Expenditure that is the Buyer's responsibility under clause 7.6(1)(b), which is required to be done before the Settlement Date, must be done by the Seller unless the Buyer directs the Seller not to and indemnifies the Seller against any liability for not carrying out the work. If the Seller does the work, or spends the money, the reasonable cost of that Work or Expenditure must be added to the Balance Purchase Price.
- (4) The Buyer may terminate this contract by notice to the Seller if there is an outstanding notice at the Contract Date under sections 246AG, 247 or 248 of the *Building Act 1975* or sections 167 or 168 of the *Planning Act 2016* that affects the Property.
- (5) Clause 7.6(1) does not apply to orders disclosed under section 83 of the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011*.

7.7 Property Adversely Affected

- (1) If at the Contract Date:
 - (a) the Present Use is not lawful under the relevant town planning scheme;
 - (b) the Land is affected by a proposal of any competent authority to alter the dimensions of any Transport Infrastructure or locate Transport Infrastructure on the Land;
 - (c) access or any service to the Land passes unlawfully through other land;
 - (d) any competent authority has issued a current notice to treat, or notice of intention to resume, regarding any part of the Land;
 - (e) there is an outstanding condition of a development approval attaching to the Land under section 73 of the *Planning Act 2016* or section 96 of the *Economic Development Queensland Act 2012* which, if complied with, would constitute a material mistake or omission in the Seller's title under clause 7.5(2)(c);
 - (f) the Property is affected by the *Queensland Heritage Act 1992* or is included in the World Heritage List;
 - (g) the Property is declared acquisition land under the *Queensland Reconstruction Authority Act 2011*;
 - (h) there is a charge against the Land under section 104 of the *Foreign Acquisitions and Takeovers Act 1975* (Cth),
 and that has not been disclosed in this contract, the Buyer may terminate this contract by notice to the Seller given on or before settlement.
- (2) If no notice is given under clause 7.7(1), the Buyer will be treated as having accepted the Property subject to all of the matters referred to in that clause.
- (3) The Seller authorises the Buyer to inspect records held by any authority, including Security Interests on the PPSR relating to the Property.

7.8 Dividing Fences

Notwithstanding any provision in the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011*, the Seller need not contribute to the cost of building any dividing fence between the Land and any adjoining land owned by it. The Buyer waives any right to claim contribution from the Seller.

8. RIGHTS AND OBLIGATIONS UNTIL SETTLEMENT

8.1 Risk

The Property is at the Buyer's risk from 5pm on the first Business Day after the Contract Date.

8.2 Access

After reasonable notice to the Seller, the Buyer and its consultants may enter the Property:

- (1) once to read any meter;

INITIALS (Note: initials not required if signed with electronic Signature)

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- (2) for inspections under clause 4;
- (3) once to inspect the Property before settlement; and
- (4) once to value the Property before settlement.

8.3 Seller's Obligations After Contract Date

- (1) The Seller must use the Property reasonably until settlement. The Seller must not do anything regarding the Property or Tenancies that may significantly alter them or result in later expense for the Buyer.
- (2) The Seller must promptly upon receiving any notice, proceeding or order that affects the Property or requires work on the Property, give a copy to the Buyer.
- (3) Without limiting clause 8.3(1), the Seller must not without the prior written consent of the Buyer, give any notice or seek or consent to any order that affects the Property or make any agreement affecting the Property that binds the Buyer to perform.

8.4 Information Regarding the Property

Upon written request of the Buyer but in any event before settlement, the Seller must give the Buyer:

- (1) copies of all documents relating to any unregistered interests in the Property;
- (2) full details of the Tenancies to allow the Buyer to properly manage the Property after settlement;
- (3) sufficient details (including the date of birth of each Seller who is an individual) to enable the Buyer to undertake a search of the PPSR; and
- (4) further copies or details if those previously given cease to be complete and accurate.

8.5 Possession Before Settlement

If possession is given before settlement:

- (1) the Buyer must maintain the Property in substantially its condition at the date of possession, fair wear and tear excepted;
- (2) entry into possession is under a licence personal to the Buyer revocable at any time and does not:
 - (a) create a relationship of Landlord and Tenant; or
 - (b) waive the Buyer's rights under this contract;
- (3) the Buyer must insure the Property to the Seller's satisfaction; and
- (4) the Buyer indemnifies the Seller against any expense or damages incurred by the Seller as a result of the Buyer's possession of the Property.

9. PARTIES' DEFAULT

9.1 Seller and Buyer May Affirm or Terminate

Without limiting any other right or remedy of the parties including those under this contract or any right at law or in equity, if the Seller or Buyer, as the case may be, fails to comply with an Essential Term, or makes a fundamental breach of an intermediate term, the Seller (in the case of the Buyer's default) or the Buyer (in the case of the Seller's default) may affirm or terminate this contract.

9.2 If Seller Affirms

If the Seller affirms this contract under clause 9.1, it may sue the Buyer for:

- (1) damages;
- (2) specific performance; or
- (3) damages and specific performance.

9.3 If Buyer Affirms

If the Buyer affirms this contract under clause 9.1, it may sue the Seller for:

- (1) damages;
- (2) specific performance; or
- (3) damages and specific performance.

9.4 If Seller Terminates

If the Seller terminates this contract under clause 9.1, it may do all or any of the following:

- (1) resume possession of the Property;
- (2) forfeit the Deposit and any interest earned;
- (3) sue the Buyer for damages;
- (4) resell the Property.

9.5 If Buyer Terminates

If the Buyer terminates this contract under clause 9.1, it may do all or any of the following:

- (1) recover the Deposit and any interest earned;
- (2) sue the Seller for damages.

9.6 Seller's Resale

- (1) If the Seller terminates this contract and resells the Property, the Seller may recover from the Buyer as liquidated damages:
 - (a) any deficiency in price on a resale; and
 - (b) its expenses connected with any repossession, any failed attempt to resell, and the resale, provided the resale settles within 2 years of termination of this contract.
- (2) Any profit on a resale belongs to the Seller.

9.7 Seller's Damages

The Seller may claim damages for any loss it suffers as a result of the Buyer's default, including its legal costs on an indemnity basis and the cost of any Work or Expenditure under clause 7.6(3).

9.8 Buyer's Damages

The Buyer may claim damages for any loss it suffers as a result of the Seller's default, including its legal costs on an indemnity basis.

9.9 Interest on Late Payments

- (1) The Buyer must pay interest at the Default Rate:
 - (a) on any amount payable under this contract which is not paid when due; and
 - (b) on any judgement for money payable under this contract.
- (2) Interest continues to accrue:
 - (a) under clause 9.9(1)(a), from the date it is due until paid; and
 - (b) under clause 9.9(1)(b), from the date of judgement until paid.
- (3) Any amount payable under clause 9.9(1)(a) in respect of a period prior to settlement must be paid by the Buyer at settlement. If this contract is terminated or if any amount remains unpaid after settlement, interest continues to accrue.
- (4) Nothing in this clause affects any other rights of the Seller under this contract or at law.

10. GENERAL

10.1 Seller's Agent

The Seller's Agent is appointed as the Seller's agent to introduce a Buyer.

10.2 Foreign Buyer Approval

The Buyer warrants that either:

- (1) the Buyer's purchase of the Property is not a notifiable action; or
- (2) the Buyer has received a no objection notification, under the *Foreign Acquisitions and Takeovers Act 1975* (Cth).

10.3 Duty

The Buyer must pay all duty on this contract.

10.4 Notices

- (1) Notices under this contract must be in writing.
- (2) Notices under this contract or notices required to be given by law may be given and received by the party's solicitor.

INITIALS (Note: initials not required if signed with Electronic Signature)

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- (3) Notices under this contract or notices required to be given by law may be given by:
- delivering or posting to the other party or its solicitor; or
 - sending it to the facsimile number of the other party or its solicitor stated in the Reference Schedule (or another facsimile number notified by the recipient to the sender); or
 - sending it to the email address of the other party or its solicitor stated in the Reference Schedule (or another email address notified by the recipient to the sender).
- (4) Subject to clause 10.4(5), a notice given after this contract is entered into in accordance with clause 10.4(3) will be treated as given:
- 5 Business Days after posting;
 - if sent by facsimile, at the time indicated on a clear transmission report; and
 - if sent by email, at the time it is sent.
- (5) Notices given by facsimile, by personal delivery or by email between 5pm on a Business Day (the "first Business Day") and 9am on the next Business Day (the "second Business Day") will be treated as given or delivered at 9am on the second Business Day.
- (6) If two or more notices are treated as given at the same time under clause 10.4(5), they will be treated as given in the order in which they were sent or delivered.
- (7) Notices or other written communications by a party's solicitor (for example, varying the Inspection Date, Finance Date or Settlement Date) will be treated as given with that party's authority.
- (8) For the purposes of clause 10.4(3)(c) and clause 12.2 the notice or information may be contained within an email, as an attachment to an email or located in an electronic repository accessible by the recipient by clicking a link in an email.

10.5 Business Days

- If anything is required to be done on a day that is not a Business Day, it must be done instead on the next Business Day.
- If the Finance Date or Inspection Date fall on a day that is not a Business Day, then it falls on the next Business Day.

10.6 Rights After Settlement

Despite settlement and registration of the transfer, any term of this contract that can take effect after settlement or registration remains in force.

10.7 Further Acts

If requested by the other party, each party must, at its own expense, do everything reasonably necessary to give effect to this contract.

10.8 Severance

If any term or part of a term of this contract is or becomes legally ineffective, invalid or unenforceable in any jurisdiction it will be severed and the effectiveness, validity or enforceability of the remainder will not be affected.

10.9 Interpretation

(1) Plurals and Genders

Reference to:

- the singular includes the plural and the plural includes the singular;
- one gender includes each other gender;
- a person includes a Body Corporate; and
- a party includes the party's executors, administrators, successors and permitted assigns.

(2) Parties

- If a party consists of more than one person, this contract binds them jointly and each of them individually.
- A party that is a trustee is bound both personally and in its capacity as a trustee.

(3) Statutes and Regulations

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

(4) Inconsistencies

If there is any inconsistency between any provision added to this contract and the printed provisions, the added provision prevails.

(5) Headings

Headings are for convenience only and do not form part of this contract or affect its interpretation.

10.10 Counterparts

- This contract may be executed in two or more counterparts, all of which will together be deemed to constitute one and the same contract.
- A counterpart may be electronic and signed using an Electronic Signature.

11. ELECTRONIC SETTLEMENT

11.1 Application of Clause

- Clause 11 applies 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.
- Acceptance of an invitation to an Electronic Workspace is taken to be an agreement for clause 11.1(1).
- Clause 11 (except Clause 11.5(3)) ceases to apply if either party gives notice under clause 11.5 that settlement will not be an Electronic Settlement.

11.2 Completion of Electronic Workspace

- The parties must:
 - ensure that the Electronic Workspace is completed and all Electronic Conveyancing Documents and the Financial Settlement Schedule are Digitally Signed prior to settlement; and
 - do everything else required in the Electronic Workspace or otherwise to enable settlement to occur on the Settlement Date.
- If the parties cannot agree on a time for settlement, the time to be nominated in the Workspace is 4pm AEST.
- If any part of the Purchase Price is to be paid to discharge an Outgoing:
 - the Buyer may, by notice in writing to the Seller, require that the amount is paid to the Buyer's Solicitor's trust account and the Buyer is responsible for paying the amount to the relevant authority;
 - 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.
- If the Deposit is required to discharge any Encumbrance or pay an Outgoing at settlement:
 - the Deposit Holder must, if directed by the Seller at least 2 Business Days prior to Settlement, pay the Deposit (and any interest accrued on investment of the Deposit) less commission as clear funds to the Seller's Solicitor;

- (b) the Buyer and the Seller authorise the Deposit Holder to make the payment in clause 11(4)(a);
- (c) the Seller's Solicitor will hold the money as Deposit Holder under the Contract;
- (d) 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.

11.3 Electronic Settlement

- (1) Clauses 5.1(2) and 5.2 do not apply.
- (2) Payment of the Balance Purchase Price electronically as directed by the Seller's Solicitor in the Financial Settlement Schedule satisfies the Buyer's obligation in clause 2.5(1).
- (3) The Seller and Buyer will be taken to have complied with:
 - (a) clause 2.5(3)(c), (e) and (f); and
 - (b) clause 2.5(5)(d) and (e), (as applicable) if at settlement the Financial Settlement Schedule specifies payment of the relevant amount to the account nominated by the Commissioner of Taxation.
- (4) The Seller will be taken to have complied with clause 5.3(1)(b), (c), (d), (e) and (f) if:
 - (a) in relation to documents which are suitable for Electronic Lodgement in the Land Registry at settlement, the documents are Digitally Signed within the Electronic Workspace; and
 - (b) in relation to any other document or thing, the Seller's Solicitor:
 - (i) confirms in writing prior to settlement that it holds all relevant documents which are not suitable for Electronic Lodgement and all Keys (if requested under clause 5.3(1)(d)) in escrow on the terms contained in the QLS E-Conveyancing Guidelines; and
 - (ii) gives a written undertaking to send the documents and Keys (if applicable) to the Buyer or Buyer's Solicitor no later than the Business Day after settlement; and
 - (iii) if requested by the Buyer, provides copies of documents in the Seller's Solicitors possession.
- (5) 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.
- (6) Any rights under the contract or at law to terminate the contract may not be exercised during the time the Electronic Workspace is locked for Electronic Settlement.
- (7) Electronic Settlement is taken to occur when Financial Settlement is effected, whether or not Electronic Lodgement has occurred.

11.4 Computer System Unavailable

If settlement fails and cannot occur by 4pm AEST on the Settlement Date because a computer system operated by the Land Registry, 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.

11.5 Withdrawal from Electronic Settlement

- (1) Either party may elect not to proceed with an Electronic Settlement by giving written notice to the other party.
- (2) A notice under clause 11.5(1) may not be given later than 5 Business Days before the Settlement Date unless an Electronic Settlement cannot be effected because:

- (a) the transaction is not a Qualifying Conveyancing Transaction; or
 - (b) a party's solicitor is unable to complete the transaction due to death, a loss of legal capacity or appointment of a receiver or administrator (or similar) to their legal practice or suspension of their access to the ELNO System; or
 - (c) the Buyer's or Seller's Financial Institution is unable to use the relevant ELNO System to effect Electronic Settlement.
- (3) If clause 11.5(2) applies:
- (a) the party giving the notice must provide satisfactory evidence of the reason for the withdrawal; and
 - (b) the Settlement Date will be extended to the date 5 Business Days after the Settlement Date.

11.6 Costs

Each party must pay its own fees and charges of using the relevant ELNO System for Electronic Settlement.

11.7 Definitions for clause 11

In clause 11:

- "Digitally Sign" and "Digital Signature" have the meaning in the ECNL.
- "ECNL" means the Electronic Conveyancing National Law (Queensland).
- "Electronic Conveyancing Documents" has the meaning in the *Land Title Act 1994*.
- "Electronic Lodgement" means lodgement of a document in the Land Registry in accordance with the ECNL.
- "Electronic Settlement" means settlement facilitated by an ELNO System.
- "Electronic Workspace" means a shared electronic workspace within an ELNO System that allows the Buyer and Seller to effect Electronic Lodgement and Financial Settlement.
- "ELNO" has the meaning in the ECNL.
- "ELNO System" means a system provided by the ELNO for facilitating Financial Settlement and Electronic Lodgement.
- "Financial Settlement" means the exchange of value between Financial Institutions facilitated by an ELNO System in accordance with the Financial Settlement Schedule.
- "Financial Settlement Schedule" means the electronic settlement schedule within the Electronic Workspace listing the source accounts and destination accounts.
- "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, Land Registry, or a Financial Institution involved in the transaction.

12. ELECTRONIC CONTRACT AND DISCLOSURE

12.1 Electronic Signing

If this contract is signed by any person using an Electronic Signature, the Buyer and the Seller:

- (a) agree to enter into this contract in electronic form; and
- (b) consent to either or both parties signing the contract using an Electronic Signature.

12.2 Pre-contract Disclosure

The Buyer consents to the Seller's use of electronic communication to give any notice or information required by law to be given to the Buyer and which was given before the Buyer signed this contract.

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Annexure A - Additional Clients

This Annexure A – Additional Clients is to be used to add more than two (2) sellers and/or more than two (2) buyers to this Contract.

SELLER

NAME: _____ ABN: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ FAX: _____ EMAIL: _____

NAME: _____ ABN: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ FAX: _____ EMAIL: _____

BUYER

NAME: _____ ABN: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ FAX: _____ EMAIL: _____

NAME: _____ ABN: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ FAX: _____ EMAIL: _____

SIGNATURES

The contract may be subject to a 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.

Buyer:  12/21/2020 Witness: _____

Buyer:  12/21/2020 Witness: _____
By placing my signature above, I warrant that I am the Buyer named in the Reference Schedule or authorised by the Buyer to sign. (Note: No witness is required if the Buyer signs using an Electronic Signature)

Seller: _____ Witness: _____

Seller: _____ Witness: _____
By placing my signature above, I warrant that I am the Seller named in the Reference Schedule or authorised by the Seller to sign. (Note: No witness is required if the Seller signs using an Electronic Signature)

Buyer Searches List – Residential Contracts including Community Title

This list is not exhaustive of enquiries that can be undertaken. Other enquiries may be necessary depending upon the nature, location and use of the property. If you have any issues of particular concern in buying the property that may affect your decision to proceed you should contact us as soon as possible as there may be other searches that we can conduct that may assist.

While some of the searches listed below provide no contractual rights, you may wish to order some of the searches during any applicable cooling off or due diligence period. Please see the Buyer Letter for more information. Even if you order searches immediately they may not be received before the end of any applicable cooling off or due diligence period.

Please complete and return this list to us immediately.

SEARCHES THE QLD LAW GROUP CAN DO

If a search is marked "standard" we will be doing that search as part of our retainer. If a search is marked "optional" and you want that search done you need to tell us by ticking the Yes box or we will not be doing it.

1 STANDARD SEARCHES – ALL CONVEYANCES

Buyers risk/concern	Rights	Suggested timing	Approx. cost	Search required (tick response)
Title Investigations	Termination (if material defect).			Standard
Current title search	Compensation (if material or immaterial defect and Buyer gives notice prior to settling).	Now + settlement date	\$25.19 /search	We will require these searches in order to properly advise you on the Contract and your rights.
Registered plan	Termination or damages (if warranties inaccurate) including that the Seller must be the registered owner at the time of settlement.	Now	\$27.17	
Registered encumbrances (e.g. easements), interests and administrative advices		Now	\$55.35 /search	
Real property description, title reference, encumbrances, registered leases, location of land, caveats, lot entitlement, by-laws, details of progressive development of the scheme, administrative advices.				
Local government Enquiries	No contractual termination rights. Results may be used for adjustment under clause 2.6.	Contract signed (takes 14 days)	\$163.50	Standard
• Special water meter reading	Allows for adjustment in accordance with the Contract (particularly prevents liability for large water costs if leak has occurred or other high usage).			

Buyers risk/concern	Rights	Suggested timing	Approx. cost	Search required (tick response)
Department of Environment and Science Determine if land is on the Environmental Management Register or Contaminated Land Register. *	Termination or compensation under Contract if Seller fails to disclose notifiable activity or other circumstances that may lead to classification as contaminated.	Now	\$64.69 (online)	Standard Yes <input type="checkbox"/> No <input type="checkbox"/>
<p><small>*Note: This search does not provide all the information under the <i>Environmental Protection Act 1994</i> (Qld) that could potentially give rise to a statutory right of termination.</small></p>	Termination must be exercised at least two business days prior to settlement. Claim for compensation must be made prior to settlement. Under statute, if Property is on one of the applicable registers a Buyer may terminate if the Seller does not give disclosure before agreeing to sell. Termination must be exercised prior to settlement or possession, whichever is the earlier, or, if the Seller makes disclosure after the Contract, within 21 business days of the Seller's notice.			
Land Tax Whether there are any outstanding amounts payable for land tax (which may become payable by the Buyer).	Arrears of land tax are a defect in title which allows termination if not paid at settlement. Note that the commissioner may issue a notice requiring a Buyer to pay part of the purchase price equal to the unpaid land tax directly to the commissioner.	Contract signed	\$49.20	Standard
Qld Transport and Main Roads <ul style="list-style-type: none"> • Roads • Port authority (only if on the river) • Rail Current proposals, resumption information for roads, ports and rail. (Queensland Transport will not provide information on proposals for resumptions not currently approved.)	Termination under Contract (at any time before settlement) if a current proposal in relation to 'transport infrastructure' that affects the land.	Contract signed <small>(takes 12 Business Days)</small>	\$37.59	Standard Yes <input type="checkbox"/> No <input type="checkbox"/>
Local government enquiries Set out below are some of the enquiries available through the local government.	Enquiries may provide termination under Contract (at any time before settlement) if: <ul style="list-style-type: none"> • Use of Property is unlawful; • Services pass unlawfully over land. 			
• Rates search Rates information. Outstanding infrastructure charges will not generally be shown in a rates search. For details of outstanding infrastructure charges, a planning and development certificate must be obtained.	Allows for adjustment in accordance with the Contract.	Contract signed <small>(takes 12 Business Days)</small>	\$168.50	Standard

Buyers risk/concern	Rights	Suggested timing	Approx. cost	Search required (tick response)
<ul style="list-style-type: none"> Town planning search (Limited) (Only standard recommendation if not in a Community Titles Scheme) Town planning information (zoning, use, future use), summary of the provisions of planning scheme and regulatory provisions applying, any designations applying to the premises and information from infrastructure charges register. May show if the Property cannot be used as intended. 	See above.	Contract signed	TBA	Standard Yes <input type="checkbox"/> No <input type="checkbox"/>
<ul style="list-style-type: none"> Sewerage and drainage plans Position of sewerage and drainage pipes. May show if parts of the Property cannot be used as intended. 	See above.	Contract signed	TBA	Standard Yes <input type="checkbox"/> No <input type="checkbox"/>
<ul style="list-style-type: none"> Building Notices Search (Property Notices Search in BCC) Information about show cause and enforcement notices. 	Termination under Contract prior to settlement if a notice has issued prior to the Contract Date.	Contract signed	Included with rates search	Standard Yes <input type="checkbox"/> No <input type="checkbox"/>
QCAT Tree Register and minor civil dispute (fences) searches	Termination prior to settlement under statute if Seller doesn't give a copy of any tree application or order prior to Contract.			
Online search for tree orders Details of orders in relation to trees on the Property under the <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i> (Qld).	Termination under Contract may also be possible.	Now and preferably also a second search just prior to settlement	TBA	Standard (plus also standard over common property if Property is in a community titles scheme) Yes <input type="checkbox"/> No <input type="checkbox"/>
QCAT records for tree applications and dividing fences applications and orders Details of applications and orders in relation to trees and fences on the Property under the <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i> (Qld).		Now and preferably also a second search just prior to settlement (if possible having regard to length of time to receive physical searches)	Depends on agent engaged to conduct search	Standard (plus also standard over common property if Property is in a community titles scheme) Yes <input type="checkbox"/> No <input type="checkbox"/>
Energex/Ergon <ul style="list-style-type: none"> If the Property is connected under normal tariff conditions; if the Property is connected under guarantee conditions and the amount of the guarantee; if the Property is not connected upon what conditions it may be connected; whether there are any underground cables running through the Property. 	If easement over cables is undisclosed: <ul style="list-style-type: none"> termination under Contract if material; compensation may be claimed (before settlement) if material (where Buyer doesn't terminate) or immaterial. No right if easement is a proposed easement.	Contract signed (takes 14 Business Days)	Energex \$63.24 Urgent \$93.00 Ergon \$48.50	Standard Yes <input type="checkbox"/> No <input type="checkbox"/>

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Buyers risk/concern	Rights	Suggested timing	Approx. cost	Search required (tick response)
<p>Court Registers Supreme, District and Federal Courts and QCAT Shows:</p> <ul style="list-style-type: none"> • if an action has been commenced by or against the Seller; • the nature of any action commenced; • copies of all originating summons, interlocutory proceedings, orders, appeals, bills of costs and writs. 	<p>Termination under Contract if there is an unsatisfied judgment, order or writ issued affecting the Property, including where Seller is bankrupt.</p>	<p>Contract signed</p>	<p>TBA</p>	<p>Standard Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>Bankruptcy register The bankruptcy register should provide information concerning name of bankrupt, dates of bankruptcy, and orders.</p>	<p>Termination under Contract if Seller is bankrupt.</p>	<p>Contract signed</p>	<p>\$39.50</p>	<p>Standard Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>Telco search Major telecommunication network cables (including Optic Fibre) belonging to Telstra, Optus, UEComm, AAPT and PowerTel and other providers that pass through the Property and information on communications network that may impact on the Property.</p>	<p>No contractual termination rights.</p>	<p>Now</p>	<p>\$121.21</p>	<p>Standard (although unlikely to be relevant for a community titles scheme) Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>Personal Securities Register Details of any personal property affected by a registered security interest – important as assets you may be buying could be repossessed.</p>	<p>Property Seller contractually sells the Property (Land, improvement and chattels) free from encumbrances other than those disclosed. If a security interest is not released at settlement by delivery of a Release and Undertaking to Amend the register then it may entitle termination.</p>	<p>Now + settlement date</p>	<p>\$17.95 / search</p>	<p>Standard (if personal property forms part of the transaction and advisable even if it does not) Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>Mining and other geothermal tenures (online) Details of mining, petroleum, gas storage or geothermal tenures granted. Note: access agreements with holders of mining, petroleum, gas and other geothermal tenures on the land or on adjoining property are binding on successors in title. These agreements will not appear on the register and inquiries should be made of the Seller.</p>	<p>No contractual termination rights (unless an access agreement).</p>	<p>Contract signed</p>	<p>TBA</p>	<p>Standard (if in known mining or gas area, but otherwise optional) Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>Australian Securities and Investment Commission (if corporate Seller or Buyer)</p>	<p>Termination under Contract if a breach of a warranty.</p>			
<p>Company search Details of Seller corporation including directors, ABN.</p>		<p>Now + settlement date</p>	<p>\$29.00 / search</p>	<p>Standard: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>Organisation and Business Names search Organisation name, ABN, type of company, registration date and whether the organisation holds a professional licence or registration.</p>		<p>Now</p>	<p>TBA</p>	<p>Standard: Yes <input type="checkbox"/> No <input type="checkbox"/></p>

Buyers risk/concern	Rights	Suggested timing	Approx. cost	Search required (tick response)
Pool Safety Register This search shows whether there is: <ul style="list-style-type: none"> a pool on the land; a current pool safety certificate for the Property; a revocation notice for a pool safety certificate under s246AG <i>Building Act 1975</i> (Qld). 	If there is a pool on the land and no pool safety certificate was given at Contract, the Contract is subject to the Buyer being satisfied that a pool safety certificate can be issued. The Buyer, acting reasonably may terminate if no pool safety certificate issues prior to the Pool Safety Inspection Date under Contract. If there is a revocation notice under s246AG <i>Building Act 1975</i> (Qld) issued prior to Contract, Buyer may terminate.	Now	TBA	Standard Yes <input type="checkbox"/> No <input type="checkbox"/>

Transport Noise Corridor Search If the Property is in a noise corridor, the <u>Queensland Development Code</u> requires buildings to achieve certain levels of noise mitigation through the use of appropriate materials for the floor, walls, roof, windows and doors where they are located in the corridor.	No contractual termination rights if the Property is in a noise corridor.	Now (A search should be undertaken early in the conveyance so that a Buyer can exercise other termination rights if necessary.)	Online only	Standard Yes <input type="checkbox"/> No <input type="checkbox"/>
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2 OPTIONAL SEARCHES – ALL CONVEYANCES

Buyers risk/concern	Rights	Suggested timing	Approx. Cost	Search required (tick response)
Computer Inventory of Survey Plans search (Radial search) (Available from Department of Natural Resources, Mines and Energy or its distributors.) May point to previous surveys which can then be obtained.	Termination under Contract if material defect. Compensation if Buyer completes and defect material or immaterial. Claim for compensation must be notified prior to settlement.	Contract signed	\$50.00	Optional Yes <input type="checkbox"/> No <input type="checkbox"/>
Queensland Building and Construction Commission Details of insurance cover for the Property	No contractual termination rights.	Contract signed	\$56.73	Optional Yes <input type="checkbox"/> No <input type="checkbox"/>
Vegetation Management (State) Details of: <ul style="list-style-type: none"> requirements under the <i>Vegetation Management Act 1999</i> (Qld) for clearing vegetation whether land is high risk and clearing is subject to protected plants framework under <i>Nature Conservation Act 1992</i> (Qld). 	No contractual termination rights.	Contract signed	TBA	Optional (but advisable if Property is being purchased for development) Yes <input type="checkbox"/> No <input type="checkbox"/>
Protected Plants (State) (Search in Department of Environment and Heritage Protection) Details of high risk areas for protected plants.	No contractual termination rights.	Contract signed	TBA	Optional (but advisable if Property is being purchased for development) Yes <input type="checkbox"/> No <input type="checkbox"/>

Buyers risk/concern	Rights	Suggested timing	Approx. Cost	Search required (tick response)
<p>● Town planning (standard)</p> <p>As per limited town planning advice above, however additional information obtained will generally only be relevant for future development or checking compliance of existing development</p> <p>Per limited search (see above) plus copy of decision notices for current and declined development approvals and copy of infrastructure agreements.</p> <p>See Booklet regarding circumstances where this search might be necessary to reveal obligations attached to the Property which could be significant.</p>	<p>Termination under Contract (at any time before settlement) if outstanding development approval condition which, if complied with, would constitute a material mistake or omission in Seller's title (e.g. requirement for grant of easement).</p>	<p>Contract signed (takes 12 Business Days)</p>	<p>\$1,270.00</p>	<p>Optional (but advisable if you intend to develop or need to check development is compliant)</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
<p>● Town planning (full)</p> <p>As per standard town planning advice above, however Council will be bound by the information provided in the certificate which can provide additional protection if you are considering future development.</p> <p>Per standard search (see above) plus statement re fulfilment or non-fulfilment of any current development conditions, details of infrastructure agreements, advice of prosecutions for development offences.</p> <p>See Booklet regarding circumstances where this search might be necessary to reveal obligations attached to the Property which could be significant.</p>	<p>Termination under Contract (at any time before settlement) if outstanding development approval condition which, if complied with, would constitute a material mistake or omission in Seller's title (e.g. requirement for grant of easement).</p>	<p>Contract signed (takes 30 Business Days)</p>	<p>Contact us for a quote. May cost between \$3,000.00 and \$6,000.00</p>	<p>Optional (but advisable if you intend to develop or need to check development is compliant)</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
<p>● Building approval search</p> <p>Details of building approvals and inspections.</p>	<p>No contractual termination rights for lack of building approvals.</p>	<p>Now</p>	<p>Building approvals \$318.50</p>	<p>Optional (but advisable if you intend to build or renovate)</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
<p>● Health Department search</p> <p>Whether the Property is registered with the Health Department and any contraventions.</p>	<p>No contractual termination rights.</p>	<p>Contract signed</p>	<p>TBA, if required</p>	<p>Optional (but advisable if business conducted)</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
<p>● Heritage search</p> <p>Whether Property listed on heritage register or any heritage agreements in existence.</p>	<p>Contractual termination right (at any time before settlement) if listed on register or is affected by <i>Queensland Heritage Act 1992</i> (Qld).</p>	<p>Contract signed</p>	<p>Search City Plan</p>	<p>Optional (relevant if building more than 50 years old)</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
<p>● Online Planning and Development System search (availability depends on Local Government area)</p> <p>Some Local Governments provide free online searches that provide some, but not necessarily all, Development Application materials and decisions. The information may not be complete and is not warranted by Council.</p>	<p>Potential termination under Contract (at any time before settlement) if outstanding development approval condition which, if complied with, would constitute a material mistake or omission in Seller's title (e.g. requirement for grant of easement).</p>	<p>Contract signed</p>	<p>TBA</p>	<p>Optional (but advisable, particularly if a standard or full town planning search is not being conducted or development is intended)</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>

Buyers risk/concern	Rights	Suggested timing	Approx. Cost	Search required (tick response)
The information shows applications (whether approved or not) and approvals and may include development conditions that run with the land (i.e. bushfire management plans and other ongoing conditions of approval).				
<ul style="list-style-type: none"> • Development Application Reports (400 metre radius of the property in question search) 			\$37.75 if available	Optional Yes <input type="checkbox"/> No <input type="checkbox"/>
<ul style="list-style-type: none"> • Flood search (Brisbane City Council has online flood search and State Government Flood Checker has historical data). Whether the Property has flooded and the level of the last flood. 	No contractual termination rights.	Now	TBA	Optional (but advisable if land located near a waterway or in a flood prone area or you intend to build on land) Yes <input type="checkbox"/> No <input type="checkbox"/>
<ul style="list-style-type: none"> • Vegetation Protection Orders (For Brisbane this is under Natural Assets Local Law.) Details of whether vegetation on the Property is protected vegetation or subject to an order. 	No contractual termination rights.	Contract signed	TBA	Optional (but advisable for purchase of properties near waterways, bushland or is rural to be developed) Yes <input type="checkbox"/> No <input type="checkbox"/>
<ul style="list-style-type: none"> • Powerlink Information concerning the Authority's future interest in the Property, easements and transmission lines. 	<p>If easement over cables is undisclosed:</p> <ul style="list-style-type: none"> • termination under Contract if material; • compensation may be claimed (before settlement) if material (where Buyer doesn't terminate) or immaterial. <p>No right if easement is a proposed easement.</p>	Contract signed	\$69.44 Urgent \$98.04	Optional (generally only necessary for large rural or commercial properties) Yes <input type="checkbox"/> No <input type="checkbox"/>
<ul style="list-style-type: none"> • Coastal Development Approval (Historical Tidal Works Approvals) <ul style="list-style-type: none"> • historical tidal works approvals issued prior to 18 November 2005; • the date of any approval issued • nature of the works approved. 	No contractual termination rights.	Contract signed	TBA (to identify approvals through Queensland Globe) \$171.90 (copy of approval) \$22.65 (per plan)	Optional (advisable if the Property has a jetty or other construction over water) Yes <input type="checkbox"/> No <input type="checkbox"/>
<ul style="list-style-type: none"> • Coastal management search Whether the land is within a coastal management control district or an erosion-prone area and therefore the provisions of the <i>Coastal Protection and Management Act 1995</i> (Qld) applies. 	No contractual termination rights. Right to terminate under <i>Coastal Protection and Management Act 1995</i> (Qld) – requires notice at least 14 days prior to settlement of an undischarged coastal protection notice under s59 or an undischarged tidal works notice under s60.	Contract signed	TBA	Optional (if Property is located in a coastal area (beach or harbour area) this search is advisable) Yes <input type="checkbox"/> No <input type="checkbox"/>
<ul style="list-style-type: none"> • World heritage list Whether Property listed on the heritage list. 	Termination under Contract (at any time before settlement) if on World Heritage List or affected by <i>Queensland Heritage Act 1992</i> (Qld).	Now	TBA	Optional Yes <input type="checkbox"/> No <input type="checkbox"/>
<ul style="list-style-type: none"> • National heritage listing Information on indigenous, natural and historic sites on the register. 	Termination under Contract (at any time before settlement) if on World Heritage List or affected by <i>Queensland Heritage Act 1992</i> (Qld).	Contract signed	TBA	Optional Yes <input type="checkbox"/>

Buyers risk/concern	Rights	Suggested timing	Approx. Cost	Search required (tick response)
				No <input type="checkbox"/>
Queensland Heritage Register search Whether Property is listed on heritage register or any heritage agreements in existence.	Termination under Contract (at any time before settlement) if affected by <i>Queensland Heritage Act 1992</i> (Qld).	Contract signed	\$55.12	Optional Yes <input type="checkbox"/> No <input type="checkbox"/>
ATSI Cultural Heritage Register and Database (DNRM) Whether Property listed on heritage register or any heritage agreements in existence.	No contractual termination rights.	Contract signed	TBA	Optional Yes <input type="checkbox"/> No <input type="checkbox"/>
Environment Protection and Biodiversity Conservation Act 1999 (Cth) Information about protection of world and national heritage places, wetlands of international importance, biodiversity conservation, threatened and migratory species, marine areas and parks and nuclear actions.	No contractual termination rights.	Now	TBA	Optional (but advisable if buying vacant land for development) Yes <input type="checkbox"/> No <input type="checkbox"/>
Unexploded Ordnance (UXO) (Department of Defence) Details of whether a site may have potential UXO contamination.	No contractual termination rights.	Contract signed	TBA	Optional (generally only necessary for non-urban properties) Yes <input type="checkbox"/> No <input type="checkbox"/>
Fish Habitats (Department of National Parks, Sport and Racing) Details of whether a site may be affected by a declared fish habitat area (which may limit coastal development).	No contractual termination rights.	Contract signed	TBA	Optional (if Property is located in a coastal area (beach or harbour area) this search is advisable) Yes <input type="checkbox"/> No <input type="checkbox"/>
Biosecurity Act - Register of Prohibited Matter and Restricted Matter Permits Details of biosecurity risks present on property.	No contractual termination rights.	Contract signed	TBA	Optional (if Property is located in an agricultural area this search is advisable) Yes <input type="checkbox"/> No <input type="checkbox"/>
Dial before you Dig Shows the presence of infrastructure on the Property.	Termination – (if material defect). Compensation – (if claimed before settlement and defect is material, where Buyer doesn't terminate, or immaterial). Termination or damages – (if any warranties inaccurate).	Contract signed	TBA	Optional Yes <input type="checkbox"/> No <input type="checkbox"/>
Inland Rail (www.inlandrail.artc.com.au/route) Details of inland rail freight line.	Termination under Contract (at any time before settlement) if a current proposal in relation to 'transport infrastructure' that affects the land.	Contract signed	TBA (although further enquiries and costs may be necessary if Property is directly affected or is in proximity to line)	Optional (but advisable if Property is located in SEQ Queensland between Goondiwindi and Brisbane) Yes <input type="checkbox"/> No <input type="checkbox"/>

Buyers risk/concern	Rights	Suggested timing	Approx. Cost	Search required (tick response)
Title Investigations Community management statement Real property description, title reference, encumbrances, registered leases, location of land, caveats, lot entitlement, by-laws, details of progressive development of the scheme, administrative advices.	Termination under Contract – (if material defect). Compensation – if material or immaterial defect and Buyer gives notice prior to settling). Termination or damages under Contract – (if warranties inaccurate) including that the Seller must be the registered owner at the time of settlement.	Contract signed	\$64.90	Standard We will require these searches in order to properly advise you on the Contract.
Building management statement		Contract signed	\$50.00	
Title search of common property See details in section 1 (as they apply to the common property)	A right of termination if reveals an undisclosed body corporate asset (such as a lease).	Contract signed	\$25.19 /search	
Local government Enquiries Certificate of Classification Whether the classification of the building allows you to use the premises for your intended use (for example, if purchasing for permanent residence as opposed to temporary letting, that this use is allowed under the certificate of classification).	Termination under Contract if there is no certificate of classification issued at settlement (where a certificate is required) for a failure to give vacant possession.	Now	\$83.65	Standard Yes <input type="checkbox"/> No <input type="checkbox"/>
Body Corporate Records Search Only if the Property is subject to the <i>Building Units and Group Titles Act 1980</i> (Qld) or the <i>Body Corporate and Community Management Act 1997</i> (Qld). A review of body corporate records to identify issues not covered by Form 13 Certificate including Levy information, by-laws, lot entitlement, insurances, details of management and letting agreement, referee's orders, special levies, or where the minutes disclose works required due to building defects such as structural issues, water leak issues, combustible cladding or concrete cancer.	Termination under Contract for breach of warranty and if materially prejudiced. Termination rights: <ul style="list-style-type: none"> for inaccuracy in Disclosure Statement for breach of implied warranty. Note: Time limits apply to the exercise of these rights.	Contract signed	From \$400	Standard Yes <input type="checkbox"/> No <input type="checkbox"/>
Form 13 Information Certificate (Particularly advisable if instructions are not to undertake a body corporate records search, which is more extensive and advisable.) Levy information, by-laws, lot entitlements, insurances.	Termination under Contract for breach of warranty. Termination Rights: <ul style="list-style-type: none"> for inaccuracy in Disclosure Statement for breach of implied warranty. Note: Time limits apply to the exercise of these rights.	Contract signed	From \$95.00	Standard Yes <input type="checkbox"/> No <input type="checkbox"/>
Body Corporate Orders (Form 3 BCCM) from Body Corporate Commissioner Details of Orders made against a particular community title scheme.	Termination under Contract if an order requires work to be done or money spent on the lot or common property. Compensation under Contract only if the order was issued prior to Contract:	Contract signed	\$25.80	Standard Yes <input type="checkbox"/> No <input type="checkbox"/>
Qld Fire and Rescue Search (This only applies to commercial buildings and units) Whether a fire safety report has been issued for the Property, whether the Property complies.	No contractual termination rights.	Contract signed	\$166.25	Optional: Yes <input type="checkbox"/> No <input type="checkbox"/>

Buyers risk/concern	Rights	Suggested timing	Approx. Cost	Search required (tick response)
<p>Pest inspection/building inspection</p> <p>Only of benefit after Contract if standard or special condition in Contract.</p> <p>Information concerning the condition of the Property.</p>	<p>Termination under Contract only if a reasonable Buyer would consider the report unsatisfactory.</p>	Contract signed	Depends on inspector engaged by you	<p>Optional (although you are strongly advised to obtain report)</p> <p>You must arrange these reports</p>
<p>Survey</p> <p>Identify the boundaries of the land, the area and location of improvements.</p>	<p>Termination under Contract if material defect</p> <p>Compensation under Contract if Buyer completes and defect material or immaterial. Claim for compensation must be notified prior to settlement.</p>	Contract signed	Depends on surveyor engaged by you	<p>Optional (although you are strongly advised to obtain a survey)</p> <p>You must arrange a surveyor to conduct a survey, if you choose to</p>

Please complete, sign and return as soon as possible.

By signing and returning this form, you acknowledge that:

1. We have advised you to undertake all applicable standard searches;
2. Failure to undertake standard searches may (amongst other things):
 - a. mean that rights of termination and compensation are not identified;
 - b. defects in the property, or the title to it, may not be identified; and
 - c. result in loss or cause additional expense to you as buyers;
3. You instruct us to undertake the Optional searches marked – ‘Yes ’; and
4. You acknowledge that you will incur additional search costs and may (depending on our fee arrangements) incur additional legal fees in carrying out the Optional Searches selected.

Anila Diloi

Asiah Quila Jitutia Jiko Diloi

Daphne Leba Kalo Diloi

James Robert Norman

OUR REF: 222:2030498

YOUR REF:



15.32

QLD LAW GROUP

- A New Direction Pty Ltd

5 January 2021

C/- Ms A Diloi
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Dear Anila, Asiah, Daphne and James

**RE: YARDEN SMSF INVESTMENTS PTY LTD ATF YARDEN SMSF PURCHASE
FROM MCDONALD
PROPERTY: 3 BONTON AVENUE, DECEPTION BAY QLD 4508**

We refer to our earlier communications about this matter.

Documents Attached

1 copy of the Survey Plan

Survey Plan

We have highlighted the Property you are buying.

The local authority and the other government departments have all confirmed that the Property is in fact the lot referred to in the Contract.

This does not guarantee that the lot shown on the plan is identical to the Property inspected by you and you should carefully check the plan against the Property and ensure that this is the Property you believe you are buying.

Remember we have no physical knowledge of the Property so you must satisfy yourself about this.

Encroachments

You should satisfy yourself that none of the improvements on:

- your Property encroach upon an adjoining Property; and
- the adjoining properties encroach onto your Property.

Fences

You should check that any fences around the Property are constructed on the actual boundaries between it and the adjoining Properties.

Engage a Surveyor



222:2030498

C/- Ms A Diloi

**RE: YARDEN SMSF INVESTMENTS PTY LTD ATF YARDEN SMSF
PURCHASE FROM MCDONALD
PROPERTY: 3 BONTON AVENUE, DECEPTION BAY QLD 4508**

If you have any concerns about the survey plan, encroachments or fences you should:

- let us know immediately;
- engage a surveyor to determine if a problem does exist.
- *Important Note*

You may lose your rights under the Contract if you do not act swiftly to protect your interests.

A number of our clients have found Paul Riley Surveyor of PJ Riley Surveyors Ph: 3800 4946 very helpful.

Searches

Thank you for returning the Buyer's Searches List.

We have commenced the Standard Searches you want and we will advise you immediately if anything unusual is discovered in respect of the Property.

Settlement

Settlement is to be effected on 21 January 2021.

We want to make buying the Property simple and easy for you.

We will meet with the Seller and Lenders and deal with all matters for you so there is no need for you to take time out of your busy day to attend the Settlement.

Funds Required To Complete Settlement

You are no doubt anxious for us to tell you of the exact final amount you will need to pay for the Property.

We won't be in a position to tell you this amount until such time as we:

- have the results of our searches; and
- know the amount that your Lender (if any) will have available at Settlement.

We apologise for this inconvenience. It is beyond our control and we will advise you of the amount as soon as we can. Unfortunately ordinarily this will only be one or two days prior to Settlement.

Please be patient.

- *Important Note*

If you are borrowing funds we would suggest that you authorise your Lender to take any amount needed over the amount being borrowed by you from your account. This will save you the hassle of getting the funds to us.

222:2030498

C/- Ms A Diloi

**RE: YARDEN SMSF INVESTMENTS PTY LTD ATF YARDEN SMSF
PURCHASE FROM MCDONALD
PROPERTY: 3 BONTON AVENUE, DECEPTION BAY QLD 4508**

If you have all the funds needed in your account we will discuss the easiest way you can getting the funds to us when we call to discuss the final amount needed for Settlement.

Risk

We would remind you that the Property is at your risk.

If you have not yet taken out an insurance cover note over the Property you should do so immediately.

If you do not have a normal insurer or insurance broker then as we have advised earlier a number of our clients have found Southbank Insurance Brokers (Brett Zegenhagen on (07) 3844 6800) most helpful.

- *Important Note*

Remember that you must be careful to insure the Property and the contents (if applicable) for the full value otherwise any claim may be reduced by the insurer.

What We Recommend You Do

We recommend that you (where applicable):

- 1 make the necessary arrangements to ensure that the total amount required to complete this transaction will be available;
- 2 complete and return to us the Buyer's Search List if you want any of the Other Searches made;
- 3 exercise your rights under the Contract and inspect the Property before Settlement. You should contact the Agent to make those arrangements. If the Property has been damaged in any way or if the Seller has not removed all his furniture, rubbish, etc from the Property, you should contact us immediately;
- 4 engage the services of a licensed pest controller and have the Property treated for termites and sprayed for vermin before moving in to the Property. It is advisable to have the Property inspected annually by a pest inspector;
- 5 arrange for all utilities, such as telephone, electricity, gas, cable television and the like to be connected to the Property effective from the Settlement date. If you have access to a computer this can all be done online at www.fastconnect.net.au;
- 6 contact Australia Post and arrange for your mail to be redirected from your old address to the new address for at least three months;
- 7 contact the Australian Electoral Commission, your bank, any persons you have accounts with and the like and advise your new address and contact details.
- 8 notify any government agency that you deal with such as Centrelink or the Department of Transport of your change of address;

222:2030498

C/- Ms A Diloi

**RE: YARDEN SMSF INVESTMENTS PTY LTD ATF YARDEN SMSF
PURCHASE FROM MCDONALD
PROPERTY: 3 BONTON AVENUE, DECEPTION BAY QLD 4508**

- 9 advise the ASIC of your change of address if you have used your old address as either a registered office for one of your companies or for notice purposes of the ASIC to avoid the ASIC imposing penalties on you;
- 10 advise your family professional advisers and friends of your new address and contact details;
- 11 take out a policy of insurance for the full insurable value of the Property, including public liability cover of at least \$10,000,000.00;
- 12 consider our advices about the need to install smoke alarms, an electrical safety switch or obtain a Pool Safety Certificate;
- 13 arrange a removalist; and
- 14 get the champagne on ice you are about to own the Property!

Any Concerns – Contact Us

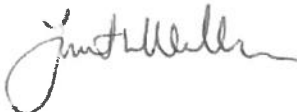
We do not want you to worry about a thing.

If you have any queries or concerns please do not hesitate to contact Jan Wallace on (07) 3888 3555, this is her direct line, or e-mail at janwallace@qldlawgroup.com.au or contact our Steven Johnson.

Yours faithfully

QLD LAW GROUP - A NEW DIRECTION PTY LTD

Per:



Jan Wallace

Conveyancing Manager

janwallace@qldlawgroup.com.au

15.36

BENCHMARK BUILDING SERVICES PTY LTD

rainbowconsulting@me.com

Po Box 3434 Newmarket 4051

M 0410 540 545

Monday, May 31, 21

Engagement agreement for building certification services - Benchmark Building Services Pty Ltd
Anila Diloi

Scope of work: Alterations and additions
Address : 3 Bonton Ave Deception Bay

• Building Assessment review & permit – BCA Deemed to satisfy solution	\$ 1540.00
• Commencement of works inspection	\$ 275.00
• Final Inspection	\$ 275.00
• BCA Energy Efficiency compliance report	\$ 275.00
• Document Lodgement GCCC & search MBRC	\$ 160.00
• PI Insurance cost per job cost	\$ 500.00
Total	\$ 3025.00

Other services that may be required depending on subdivision

- FEES PAYABLE FOR CERTIFICATION SERVICES (DUE ON LODGEMENT OF APPLICATION)

Direct deposit to: Benchmark Building Services Pty Ltd ABN: 39077916735

Payment details : BSB 014 210 ACCOUNT # 3481 07482 – PLEASE QUOTE ADDRESS OF PROJECT

- Structural aspect inspections are unless quoted by the design engineer.
- No allowance for the following unless quoted above:
 - Consultants, Council or QUU fees e.g. permits, inspections fees, plumbing fees, sewer connections, energy report, Other applications, town planning permit, siting variations, build over sewer or stormwater, crossover permits, operational works etc
 - Additional inspections FOOTING / SLAB / CORE FILL / FRAME / FIREWALL or REINSPECTION FEE \$ 275.00 ea
 - Additional inspections and report functions under a form 33 request at \$ 660.00 if performed by Mark Rainbow with written report provided (or at cost of suitably qualified expert report plus 30% cost if require)
 - Performance solution : assessment of a performance assessment report \$ 880.00 each item

If you have any queries, then please do not hesitate to contact Mark Rainbow on 0410 540 545.

ENGAGEMENT AGREEMENT

This is an engagement agreement between Benchmark Building Services Pty Ltd and the "Applicant "

CLIENT / APPLICANT

Signature:  (Print Name) Anila Diloi

I as applicant acknowledge I and am satisfied with the terms and conditions attached eg page 2

"Engagement Agreement" to be completed pursuant to the Sustainable Planning Act 2009

Page 1/3

Quotation valid for 30 days. or 30th June

15.37

Terms and Conditions of Private Certifier's Engagement

1. Payment of fees will be considered acceptance of the attached conditions and considered the engagement
2. The Client engages the Private Certifier ("the Certifier") for private certification services and inspections referred to on the front of this Engagement ("Services").
4. There are no refunds of fees, costs, or charges paid.
5. Fees, costs, bonds, guarantees, expenditure, charges or obligations (monetary or not) required by the relevant local authority (if not collected by the Certifier at the time of the application) shall be payable by the Client direct to the local authority and payment or satisfaction of any such monies or obligations to the local authority shall constitute a condition of the development permit issued by the Certifier and work shall not commence on the site until such monies have been paid or obligations met to the satisfaction of the local authority. If the Client is not the owner of the site, then the Client will immediately advise the Owner that such monies are required to be paid or obligations are to be satisfied before work may commence on the site.
6. If the Client is a corporation, partnership or joint venture then the signatory on this Engagement warrants that he/she has authority to engage the Certifier to do all necessary by the Certifier pursuant to this Engagement.
7. If the Client is not the Owner of the site, the Client warrants that the Owner has authorised the Client to engage the Certifier under this Engagement.
8. The Client acknowledges and declares that the Certifier has not made any representations, statements, or warranties that the Certifier or any relevant local authority will approve (with or without conditions) any development application under the *Sustainable Planning Act 2009 (SPA)*, the *Building Act 1975 (BA)* & *Building Regulation BR*.
9. The Client acknowledges and declares that the service provided by this Engagement is only a private building certification service, and that the Client has not relied upon any statements, representations or warranties regarding the carrying out of the building work or it's design and the Client warrants that the carrying out of the work and the design shall be undertaken in a proper and workmanlike manner in accordance with all relevant Standards, Regulations, Codes, Legislation and legally enforceable requirements.
10. The Certifier is authorised by the Client and the Client has obtained the Owners authorisation for the Certifier to inspect and examine any records relating to the site held by the relevant local authority and any plans, drawings or other documentation/information relating to the development application or permit held by any other party.
11. The Client warrants that he has not and shall not provide any false, misleading or inaccurate documents or information to the Certifier in respect of the development application or granted permit.
12. No inspection or re-inspection shall be carried out without prior payment of the appropriate fee for the inspection or reinspection.
13. The Client indemnifies the Certifier in respect of any loss and damage suffered by the Certifier (including any legal costs and outlays incurred in obtaining advice on or defending any claim, demand proceeding or action) made or brought against the Certifier arising from or incidental to:
 - a. Breach of any warranty given by the Client to the Certifier in this Engagement; and
 - b. Any act or omission by the Certifier except any negligent act or omission by the Certifier (unless contributed to by the Client) in carrying out of the services under this Engagement; and
 - c. Any personal injury suffered by the Certifier his agents or employees in or about the site while doing anything related to the services under this Engagement.
14. This Engagement may be discontinued, in accordance with SPA. The Client must comply with SPA. or dis-engagement will notice will be issued & if the permit is permitted to lapse (e.g. currency period lapses) e.g. no Final or required documentary evidence is supplied allowing the finalisation of the approval.
15. Applicant /owner to provide written notice of all inspections as required under the SPA, BA & BR
16. Owner and applicant agrees - No work to comment until development permit & endorsed plans are issued and kept onsite at all times.
17. Further fees are applicable for works outside the scope of a (self-assessable, deemed to satisfy) permit process where all necessary information is supplied upfront. eg reassessment of amended plans, facilitation of necessary permits, extension of a lapsed permit, relaxations, planning permits, performance solutions, plan copying, enforcement procedures etc.
18. Plans and inspection certificates are not to be issued until all accounts are paid in full and council receipt is obtained.
19. All structural inspections to be performed by the design engineer approved or other pre-approved competent person.
20. If supporting information is not provided within 3 months on request for information then a decision will be made on the application based on documentation provided as at that date e.g. either approved or not approved. No refunds will be due. Permit will lapse without notice as per permit conditions when approval is granted.
21. All permits will be issued with a 12 month currency period and / or the date of our PI Insurance Policy renewal date..
22. The Applicant / Owner are responsible to provide the approval package to the builder, and approved copies must be kept onsite.
23. All correspondence is to be provided by email in PDF format to the declared email address provided to both owner and applicant unless quoted.
24. As the applicant and or owner, agree that if the certifier (under S144 of the Building Act) if Professional Indemnity Insurance is refused or not economically viable and /or increases by more than 10 % of the previous Professional Indemnity Insurance policy, then you agree that the Certifier can issue a Form 22 discontinuance to the applicant and or owner.
25. Payment of the above fees and charges will consent to the above terms and conditions.

Page 2/3

Signature:

 - ANILA DILO

I as applicant acknowledge I and am satisfied with the terms and conditions attached eg page 2

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SUPPLEMENT DETAILS TO DA FORM 2 – BUILDING WORK DETAILS

ADDRESS 3 BONTON AVENUE, DECEPTION BAY 4508

PLEASE USE BLOCK LETTERS


APPLICANT DETAILS : EG THE OWNER OR BUILDER OR DESIGNER OR AGENT

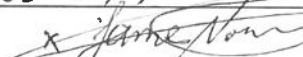
Made under Section 282 of the Planning Act 2016

1) Applicant details	
Applicant name(s) (individual or company full name)	ANILA DILOI
Contact name (only applicable for companies)	YARDEN SMSF PTY LTD
Postal address (PO Box or street address) Suburb State Postcode	106 BAILEY ROAD DECEPTION BAY 4508
Contact number	0419 765 279
Email address	Anila.Diloi@health.qld.gov.au
Mobile number	0419 765 279


REGISTERED PROPERTY OWNER DETAILS –
PART 5 – BUILDING WORK DETAILS

14) Owners Details details	
Applicant name(s) (individual or company full name)	YARDEN SMSF PTY LTD
Contact name (only applicable for companies)	ANILA DILOI
Postal address (PO Box or street address)	106 BAILEY ROAD DECEPTION BAY 4508
Postcode	4508
Contact number	
Email address	Anila.Diloi@health.qld.gov.au
Mobile number	0419 765 279

X  - ANILA DILOI

X  JAMES NORMAN

All Owners on Title Signature X  - ASIAH DILOI -

X  DAPHNE DILOI

Please completed only of you have nominated a builder ;

15) Builder details	
<input checked="" type="checkbox"/> Tick if a builder has not yet been engaged	
Name(s) (individual or company full name)	
Contact name (only applicable for companies)	
QBCC license or owner – builder number	
Postal address (PO Box or street address) Suburb State Postcode	
Contact number	
Email address	
Mobile number	

15-39

B.J.F. Surveys Pty Ltd

PO Box 2335,
Redcliffe North Q 4020
Tel: 0437 949 495
Email: benjaminfortune@bigpond.com
ABN: 22 603 636 175 ACN: 603 636 175
Date: 12-05-2021 Our Ref: 0212

INVOICE No. 275

TAX INVOICE

Anila Diloi
3 Bonton Avenue,
DECEPTION BAY QLD 4508
anila.diloi@health.qld.gov.au

Re: Detail Survey of Lot 4 on RP182077
(3 Bonton Avenue, DECEPTION BAY QLD 4508)

Account for Professional Services

Receive instructions

Search and buy plans to undertake the project from the Department of Resources

Undertake field survey requirements (Surveyor and Surveyors Assistant)

- Detail Survey of the site
- Measurements to existing features and structures
- Measurements to kerb, edge of bitumen and concrete pavement

Connection to permanent survey marks to calculate/establish the Australian Height Datum (AHD)

Office calculations (Levels, Site Boundaries etc)

- Detail and Level Survey of the site of Lot 4 on RP182077

Plan preparation and drafting

- Detail and Level Survey of the site

	\$ 2,150.00
GST	\$ 215.00
Total Amount Outstanding:	\$ 2,365.00

Date Due 11-06-2021

Payments by Cheque or EFT (BSB: 484-799 Account: 507783248)

3 Bonton Avenue, DECEPTION BAY QLD 4508

Details

Lot/Plan: Lot 4 RP 182077
Ward: MBRC Division 5

Dimensions

(Area: 647 M2)

Zoning

Urban Neighbourhood place type
General Residential zone - Urban precinct

Applications

Conditions/Overlays

Parcel Conditions

- Active Transport overlay map
- Building Heights overlay map
- Stormwater Catchments overlay map
- Transport Noise Corridors overlay map
- Walking Distances (Centre) overlay map

Note: Overlay maps Road Hierarchy and Active Transport may also be relevant to this property. These overlay maps can be viewed in the interactive map below by selecting them in the Table of Contents.

Documents

From 1 July 2010 the privacy principles contained in the Information Privacy Act 2009 will apply to Local Government. This will affect the disclosure of development application documents and information available to be displayed on PD Online to those documents and information only authorised by the Sustainable Planning Act 2009, in particular s729 and s736. No application documents to display.

Map



15-41

SHALOM – HANDYMAN SERVICES

ABN:17 268 839 652
 106 Bailey Road, Deception Bay 4508 – Tel: 0498 965 414

INV NO: YS1/21
 DATE: 29/01/2021

TO:
 Yarden SMSF

DESCRIPTION		COST
Kitchen		
• Remove and dispose of all kitchen cabinets		\$1050.00
• Supply & Install new kitchen cabinets		\$5035.00
• Supply & Tile Splashback for kitchen		\$350.00
• Lay tiles around new kitchen		\$430.00
Not included in above cost:		
• Dishwasher		
• Electric Stove / Gas Stove / Wall oven		
• Plumber Services		
• Electrician Services		
<p>01/02/21 DEPOSIT PAID \$5K</p>	<p>Total Includes GST - \$686.50</p>	
<p>Balance @ completion</p>	<p>BALANCE DUE</p>	<p>\$ 7551.50</p>

Payment to: Shalom - Handyman Services – BSB: 062-692 Acct No: 3941 7512
 Or Cheques Payable to: Shalom Handyman Services

1541 A

Leeza Cox

From: Anila Diloi <Anila.Diloi@health.qld.gov.au>
Sent: Tuesday, 25 January 2022 10:59 AM
To: Leeza Cox
Subject: RE: 2021 tax queries - Yarden SMSF
Attachments: 3 Bonton - Pest Inspection - INV-00250.pdf

Hello again

Please find the Pest Inspection Inv from Jim's Termite.

There is still an amount of \$2551.50 outstanding for Shalom Handyman Services as the work have not been fully completed – Tiling and Splashback as we are having difficulty getting the right tiles to match the rest of the house (old existing floor tiles).

Thanks

Anila

From: Leeza Cox <Leeza@SimmonsLivingstone.com.au>
Sent: Monday, 24 January 2022 12:23 PM
To: Anila Diloi <Anila.Diloi@health.qld.gov.au>
Subject: 2021 tax queries - Yarden SMSF

This email originated from outside Queensland Health. DO NOT click on any links or open attachments unless you recognise the sender and know the content is safe.

Hello Anila

Thank you for sending all that through, there's just a few more bits and pieces please:-

1. The invoice to Shalom handyman (kitchen invoice) was for \$7551.50 of which I can see \$5000 was paid, leaving \$2551.50 outstanding. Has this been paid (where paid from?) or is it still outstanding?
2. Please all sign and return the attached investment strategy
3. Can you please provide a document/letter for the refund of \$1442.19 (see attachment for bank transaction highlighted)
4. Can you please provide a document/receipt for the \$800 paid to Qld Law (see attachment for bank transaction highlighted)
5. Can you please provide an invoice for the \$220 paid to Jim's termite (see attachment for bank transaction highlighted).

Please let me know if you have any questions.
My usual office hours are 7am – 2pm weekdays.

Kind Regards,

Leeza Cox
ACCOUNTANT

Tel 07 5561 8800 | Fax 07 5561 8700
Email leeza@simmonsLivingstone.com.au



Simmons
Livingstone
& Associates

15.42

SUPPLEMENT DETAILS TO DA FORM 2 – BUILDING WORK DETAILS

ADDRESS 3 DUNTON AVENUE, DECEPTION BAY 4508

PLEASE USE BLOCK LETTERS


APPLICANT DETAILS : EG THE OWNER OR BUILDER OR DESIGNER OR AGENT

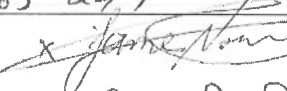
Made under Section 282 of the Planning Act 2016

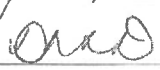
1) Applicant details	
Applicant name(s) (individual or company full name)	ANILA DILOI
Contact name (only applicable for companies)	YARDEN SMSF PTY LTD
Postal address (PO Box or street address) Suburb State Postcode	106 BAILEY ROAD DECEPTION BAY 4508
Contact number	0419 765 279
Email address	Anila.Diloi@health.qld.gov.au
Mobile number	0419 765 279


REGISTERED PROPERTY OWNER DETAILS – PART 5 – BUILDING WORK DETAILS

14) Owners Details details	
Applicant name(s) (individual or company full name)	YARDEN SMSF PTY LTD
Contact name (only applicable for companies)	ANILA DILOI
Postal address (PO Box or street address)	106 BAILEY ROAD DECEPTION BAY 4508
Postcode	4508
Contact number	
Email address	Anila.Diloi@health.qld.gov.au
Mobile number	0419 765 279

X  - ANILA DILOI

X  - JAMES NORMAN

X  - DARHINE DILOI

X  - ASIAH DILOI

All Owners on Title Signature X

Please completed only if you have nominated a builder ;

15) Builder details	
<input checked="" type="checkbox"/> Tick if a builder has not yet been engaged	
Name(s) (individual or company full name)	
Contact name (only applicable for companies)	
QBCC license or owner – builder number	
Postal address (PO Box or street address) Suburb State Postcode	
Contact number	
Email address	
Mobile number	

- [skip to Main Navigation](#)
- [skip to Content](#)

15.43

Menu

NAB BORROWING CALCULATOR

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[Property Value Bonton Avenue](#) 3 Bonton Avenue

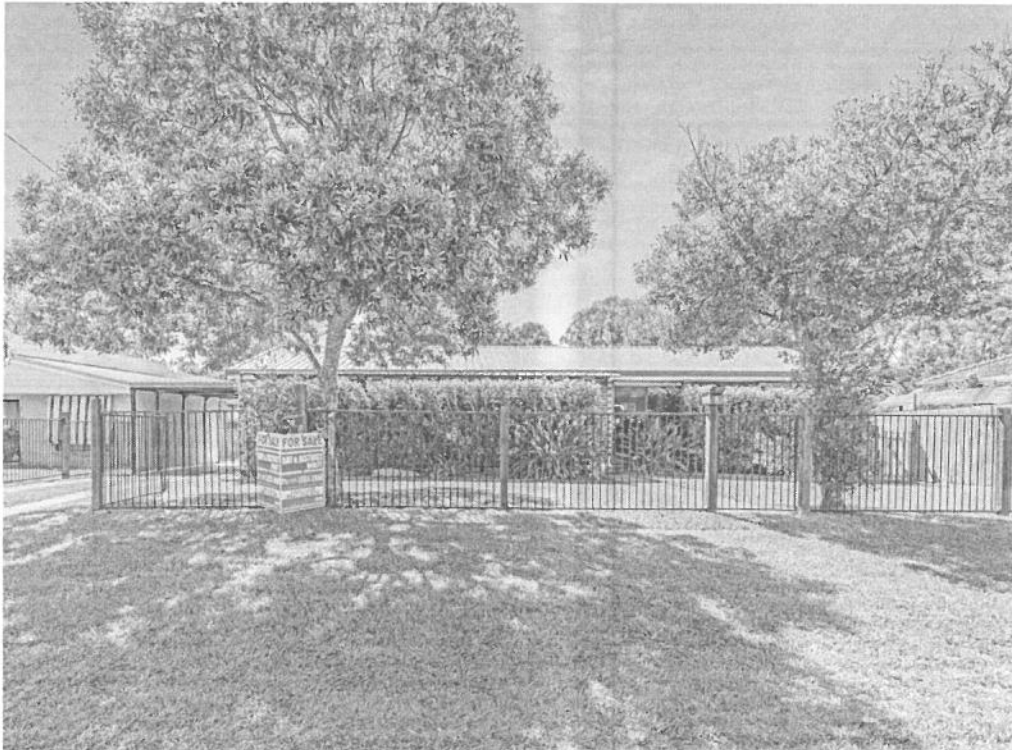
Search for a street address

2 Bonton Avenue

- [ESTIMATED VALUE](#)
- [TIMELINE](#)
- [EQUITY](#)
- [ABOUT](#)
- [SIMILAR HOMES](#)
- [MARKET TRENDS](#)
- [SCHOOLS](#)

4 Bonton Avenue

2 Bonton Avenue



63

4 Bonton Avenue

OFF MARKET

This property is **not currently for sale or rent** on realestate.com.au

3 Bonton Avenue Deception Bay Qld 4508

15.44

Bedrooms 3 Bathrooms 1 Car Spaces 1

Own this property?

Get access to insights and data tailored for property owners.



Track this property

[What is tracking?](#)

Next best steps for buyers

[Apply for conditional approval](#)

[View our guides](#)

[Calculate your buying power](#)

Estimated value

\$420k
Low range

\$451k

\$480k
High range

HIGH CONFIDENCE

Last updated 15 December, 2021

How do we calculate estimated value?

To work out the estimated value of a property, our algorithm looks at:

Property features

Comparable sales

Past sales

A property's past sales are a great way to understand the market it's in. We consider what previous sale prices might be worth today, growth and demand trends as well as inflation.

[See the sale history of this property](#)

How much do you trust this value estimate?



Want a professional opinion?

Find a local agent to help you understand what your property is worth.

[Get a market appraisal](#)

Property sale history

- 2021
January 2021
\$375,000
Listed by
Bay & District Realty - Deception Bay
- 2020
December 2020
\$375,000
Listed by
Bay & District Realty - Deception Bay
- 2017
January 2017
\$330,000
- 2009

- July 2009
\$295,000
- 2006
May 2006
\$221,000
- 2005
August 2005
\$217,000
- 2001
December 2001
\$100,000

15.45

Property at least 20 years old
May not be worth getting QSR

Show less events

Calculate your equity

Equity is the difference between the current value of your home and how much you owe on it. Find out how much equity you may be able to access from your home loan.

Estimated property value

Outstanding loan amount



Your estimated equity

\$--

You own approximately --% of your property.
You could potentially unlock \$--

Track your equity over time

Add your home loan details to your realestate.com.au account and we'll monitor your equity and home loan against the market so you can set and forget and never miss an opportunity to save.

320,000+ Aussies found the right loan through us

Join thousands of happy property buyers by chatting to your own personal expert.

Get started

About this house

3 Bonton Avenue is a 3 bedroom, 1 bathroom house with 1 carspace

Land size 646 m²

Floor area Unavailable

Year built 1988

Data supplied by PropTrack

This property attributes information is based on historical and current data supplied to our affiliate companies by State government agencies. This information constitutes "Third Party Content" for the purposes of our website terms of use. realestate.com.au Pty Ltd does not make any warranty as to the accuracy, completeness or reliability of the information or accept any liability arising in any way from any omissions or errors. The information should not be regarded as advice or relied upon by you or any other person and we recommend that you seek professional advice before making any property decisions.

Or claim up to \$400 credit per day*

Move now

*Residential elec customers only. Clear, safe access to meter required. Must be booked online before 1pm Mon-Fri (excl. public holidays). Not available all areas or for new properties. Credit to cover related expenses per day power is not on. Amount incl. GST

Market Activity for 3 bedroom houses in Deception Bay, QLD

- 16 For sale
- 106 Recently sold
- 1 Open for inspections this week

15.46

Leeza Cox

From: Anila Diloi <Anila.Diloi@health.qld.gov.au>
Sent: Tuesday, 25 January 2022 10:55 AM
To: Leeza Cox
Subject: FW: Purchase of 3 Bontan Avenue, Deception Bay
Attachments: Contract.pdf; Title Search.pdf; Buyers Search List.pdf; Paying Monies Into Trust - Client Information Sheet.pdf

Morning Leeza

I'm forwarding the email containing the request for the \$800 retainer payment which I have highlighted in yellow.

Thanks

Anila

From: Anila Diloi <anila_diloi@hotmail.com>
Sent: Monday, 24 January 2022 11:31 PM
To: Anila Diloi <Anila.Diloi@health.qld.gov.au>
Subject: Fw: Purchase of 3 Bontan Avenue, Deception Bay

This email originated from outside Queensland Health. DO NOT click on any links or open attachments unless you recognise the sender and know the content is safe.

Sent from Outlook

From: Jan Wallace <JanWallace@qldlawgroup.com.au>
Sent: Thursday, 10 December 2020 8:58 AM
To: 'anila_diloi@hotmail.com' <anila_diloi@hotmail.com>
Subject: Purchase of 3 Bontan Avenue, Deception Bay

Hi Anila

I have received the contract for the above property from the agent and thank you for your instructions to act for you in the conveyance. I note that the buyer is shown the same as on the contract I previously checked for you and strongly recommend that you confirm with your account that this is the correct purchasing entity.

Please provide 'phone and email contact details for the other three trustees and provide a copy of the Trust Deed for Yarden SMSF Investments Pty Ltd.

Due to changes in Government requirements for the stamp duty forms, we are required to ask if you are all Australian Citizens. Please advise as soon as possible.

Our professional fee for the purchase is \$990.00 including GST plus a settlement agents' fee of approximately \$66.00 for a Brisbane CBD settlement. Searches are charged at cost to us and we anticipate that the basic required searches would be in the region of \$600.00. A full search list is attached (refer below).

Contract details

1547

- Contract dated **7 December 2020**
- Purchase price \$375,000.00
- Cooling off period to expire on **14 December 2020**– please note that the seller is entitled to charge a penalty of up to 0.25% of the purchase price should you choose to terminate under the cooling off period
- Deposit of \$1,000.00 has been received by the agent
- Building & Pest Inspections due on **21 December 2020**- please advise when you have received the results of your inspections and if they are satisfactory
- Finance approval due on **21 December 2020**– please advise when you have received satisfactory unconditional finance approval
- The contract is subject to a fixed tenancy expiring on 17 March 2021 and no managing agent has been noted. I will check if there is a current managing agent.
- Settlement to take place on **21 January 2021**

The contract is not subject to any special conditions that require your attention.

Searches

We need to flag a common problem now.

We must do searches (this is explained in the Buyer's Kit which you will receive with our initial letter) for a number of reasons including to make sure that no government charges attach to the property that you become liable to pay.

As the searches cost the buyer money we do not normally do the searches until a contract is unconditional otherwise the buyer incurs that cost whether or not they continue with the purchase.

This can cause a problem for you for two reasons:

First once you have confirmed that the contract is unconditional you have no rights to terminate the contract should you not be happy with the outcome of the searches. For example, if a building approval is not in place you do not have the right to terminate the contract if you have already confirmed the building and pest condition.

Secondly in recent times some government departments have become slow in delivering the results of the searches and we have had to settle without those results which is dangerous as the buyer assumes that risk.

If you would prefer to have searches done now so as to avoid potential issues, you will need to **complete, sign and return** the attached search list and **deposit a retainer of \$800.00 into our Trust Account** to cover the cost of the searches.

Details of our Trust Account are attached.

Please advise if you are depositing the retainer for searches to be completed now and **complete, sign and return** the attached search list.

If you decide to cancel the contract we will refund any unused balance of the trust deposit but the amount we spend on the searches cannot, of course, be refunded.

If don't deposit the funds we won't do the searches now and we will proceed as explained in the Buyer's Kit.

Risk

Please note that the building is at your risk from 5:00pm the business day following the contract date and recommend you arrange adequate building insurance immediately, if you have not already done so.

General

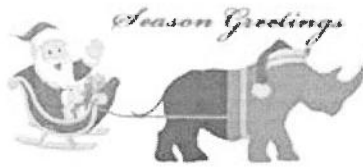
As you are purchasing the property in the name of the SMSF, full transfer (stamp) duty of \$11,550.00 will be payable at settlement. Government lodgement fees of \$935.00 will also be payable to register the property transfer into the Trust name.

Cooling off instructions and a detailed letter will be emailed to you regarding the conveyancing process, **including** documents for you to print, complete, sign and return. **Please advise if you would prefer documents to be posted to you.**

Please do not hesitate to contact our office should you have any queries.

Kind regards,

Jan Wallace | Conveyancing Manager | Qld Law Group
PO Box 2 Burpengary Qld 4505



QLD LAW GROUP
Life Rebuilders
Our offices will be closed:
Brisbane from 24 Dec 2020 to 4 Jan 2021
Burrpengary from 24 Dec 2020 to 4 Jan 2021
Logan City from 24 Dec 2020 to 11 Jan 2021
Gold Coast from 23 Dec 2020 to 6 Jan 2021



Individual Liability Limited by a Scheme approved under Professional

Standards Legislation (personal injury work exempted)

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15.49



TAX INVOICE

Anila Dilo
3 Bonton Ave
DECEPTION BAY QLD 4508

Invoice Date 18 Dec 2020
Invoice Number INV-00250
Order Number
Reference 4118343
Company Number 15811565978

Jim's Termite & Pest Control
(Caloundra)
27 Laxton Road, PALMVIEW
4553
4553
QLD
Australia
0413772596

Miguel.abesamis@jimspestcontrol.com.au

Description	Quantity	Unit Price	Tax Rate %	Amount AUD
Pre-Purchase Inspection - Timber Pest	1	220.00	10.00%	220.00
			Subtotal	200.00
			TOTAL GST	20.00
			TOTAL	AUD 220.00
			AMOUNT PAID	220.00
			AMOUNT OWED	AUD 0.00

Due Date: 25 Dec 2020

Account Details:
Account Name: Jim's Termite & Pest Control (Caloundra)
BSB: 084004
Acc: 97 370 5525

PAYMENT ADVICE

Customer Anila Dilo
Invoice Number INV-00250
Order Number

Amount Due 0.00
Due Date 25 Dec 2020

Amount Enclosed

Enter the amount you are paying above

To: Jim's Termite & Pest Control (Caloundra)
27 Laxton Road, PALMVIEW 4553
4553
QLD
Australia