

64

# WSR LAW

## **Development Agreement** **194 Railway Parade Queens Park**

**Liri River Pty Ltd**  
ABN 48 140 532 529  
**As Trustee of the Nardone Building Trust** ✓

and

**Rocco Antonio Nardone**  
**As Trustee of the Nardone Family Trust** ✓  
**(Owner)** ✓

and

**St Giorgio Pty Ltd**  
ABN 76 126 046 679  
**As Trustee of the Nardone Investment  
Superannuation Fund**  
**(Developer)** ✓

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107026-08

Ref: APS: 05263

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65

<b>Contents</b>	<b>Development Agreement</b>
1	Definitions and interpretation ..... 1
1.1	Definitions ..... 1
1.2	Interpretation ..... 6
2	Engagement of Developer ..... 7
2.1	Engagement of Developer ..... 7
2.2	Commencement of Developer's Activities ..... 7
2.3	No partnership or joint venture ..... 7
2.4	Ownership of intellectual property ..... 8
3	Principal obligations of Parties ..... 8
3.1	Principal obligations of Owner ..... 8
3.2	Principal obligations of Developer ..... 8
3.3	Rates and taxes ..... 9
4	Not used ..... 9
5	Marketing, sale and settlement of sale of Strata Lots ..... 9
5.1	Marketing and sale of Strata Lots – strategy and timetable ..... 9
5.2	Owner's obligations on sales and settlement of sales ..... 9
6	Development Fee ..... 10
6.1	Development Fee ..... 10
6.2	Amount of the Development Fee ..... 10
6.3	Payment of the Development Fee ..... 10
7	Indemnities ..... 10
7.1	Indemnity by Developer ..... 10
7.2	Indemnity by Owner ..... 10
8	Assignment, sale of Owner's Land, rights of first refusal ..... 10
8.1	No assignment except as provided in this clause ..... 10
8.2	Assignment by the Owner or the Developer ..... 11
9	GST ..... 11
9.1	Definitions in this clause ..... 11
9.2	GST on sales of Strata Lots ..... 11
9.3	GST on Development Fee ..... 11
10	General ..... 12
10.1	Notices ..... 12
10.2	Costs and duty ..... 13
10.3	Governing law ..... 13
10.4	Variation of Document ..... 13
10.5	Further assurance ..... 13
10.6	Severability ..... 13
10.7	Entire agreement ..... 14
10.8	Publicity ..... 14

66

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This agreement is made on 2021

between:

**Liri River Pty Ltd** ABN 48 140 532 529 as **Trustee of the Nardone Building Trust**  
ABN 63 997 936 708

and

**Rocco Antonio Nardone as Trustee of the Nardone Family Trust** ABN 47 835 910  
090

of 29 Tweeddale Road Applecross, Western Australia

(Owner)

and

**St Giorgio Pty Ltd** ABN 76 126 046 679 as **Trustee of the Nardone Investment  
Superannuation Fund** of 29 Tweeddale Road Applecross, Western Australia  
(Developer)

## Recitals

- A. The Owner is the registered proprietor of the Land.
- B. The Owner has caused the Existing Building Works to be carried out on the Land.
- C. The Owner has agreed to engage the Developer, and the Developer has agreed to accept engagement, to procure completion of the Building Works and the carrying out of the Development on the Land on the terms and conditions set out in this Document.

The parties agree in consideration of, among other things, the mutual promises contained in this Document:

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## 1 Definitions and interpretation

### 1.1 Definitions

In this Document (including the Recitals) the following words and expressions have the following meanings unless the contrary intention appears.

**Agency Agreement** means an agreement for the appointment of a Real Estate Agent for the marketing and sale of Strata Lots, in terms and in a form approved by the Owner.

**Applications** means all applications which the Developer considers are necessary or desirable to be made for or in connection with the Works or the Development and are approved and agreed by the Owner, and includes:

- (a) applications to any Authority or any other person for any Approval;



57

- (b) approvals and consents required from any person, whether associated with application of the kind specified in paragraph (a) or not.

**Approvals** means all approvals, conditions or requirements which may be required or required to be satisfied by Law for the completion of the Development of the Land or which may be imposed on the Development by any Authority including as the case requires:

- (c) subdivision approval;
- (d) approval to commence development or equivalent; and
- (e) the issue of a Building Licence.

**Authority** means a government, semi government, local government, statutory, public, ministerial, civil, administrative, fiscal or judicial body or other authority or body.

**Builder** means Rocco Antonio Nardone as Trustee of the Nardone Family Trust ABN 47 835 910 090 trading as Nardone Classic Homes.

**Building Contract** means the building contract entered into on or about the date of this document by the Developer in place of the "Owner" and the Builder as the Builder.

**Building Works** means the building works required to be undertaken to complete the construction of apartments on the Land in accordance with the Plans and Specifications.

**Business Day** means a day on which trading banks are open for general banking business in Perth.

**Consultants** of any person means:

- (a) consultants or contractors engaged by that person; and
- (b) in the case of the Developer, consultants or contractors engaged by the Developer pursuant to or for the purposes of this Document, including Town Planners, Architects, Engineers, civil contractors, environmental surveyors and the Builder.

**Development** means the development of the Land by:

- (a) the carrying out of the Building Works;
- (b) subdivision of the Land and creation of Strata Title Lots for the apartments under the Strata Titles Act; and
- (a) the marketing and sale of the Strata Lots,

and **Develop** and other forms of that word have a corresponding meaning.



68

**Development Activities** means all activities, actions, works and services which are necessary for the Developer to undertake in order to procure the carrying out of the Building Works and the carrying out and completion of Development of the Land, and include:

- (a) making Applications, negotiations with Authorities and making and conducting appeals against any decision to refuse an Approval or against any conditions imposed as part of any Approval;
- (b) procuring an Agency Agreement;
- (c) procuring a Settlement Representative Appointment Agreement; and
- (d) causing preparation of Sale Contracts.

**Development Costs** means all costs, expenses, fees and other required payments incurred or payable in respect of Development of the Land and the carrying out of the Building Works including but not limited to:

- (a) fees and any other money paid or payable to the Developer's Consultants;
- (b) fees and any other money paid or payable to the Owner's Consultants;
- (c) fees, commissions and charges payable to Agents and Settlement Representatives;
- (d) the cost of the Building Works and the carrying out of the Development including all amounts payable and paid to the Builder and any other costs paid and payable pursuant to the terms of the Building Contract and the marketing and sale of Strata Lots;
- (e) any costs and fees paid or payable to any Authority in respect of the Building Works or in connection with the Approvals including any bonds, security deposits, contributions or other payments to any Authority or the cost of complying with or satisfying any terms and conditions of the Approvals;
- (f) rates, taxes, charges and imposts levied against each Strata Lot from the date of issue of separate title for the Strata Lot, as provided in clause 3.3(b);
- (g) any other costs properly and reasonably incurred by the Developer in procuring the completion of the Building Works and the Development.

Development Costs do not include the Developer's internal costs such as salaries and other remuneration of the Developer's officers, employees or other personnel.

**Development Fee** means the Development Fee payable by the Owner to the Developer calculated as provided in clause 6.2.

**Development Fee Instalment** means an amount payable to the Developer on settlement of the sale of a Strata Lot on account of the Development Fee, as provided in clause 6.3 and calculated as:

- the DF%age of the Net Proceeds of Sale of the Strata Lot.

**DF%** means **DF**, expressed as a percentage and calculated as:

- $DF = DC \div (DC + OC)$

where

**DC** means the total of all Development Costs paid by the Developer; and

**OC** means the Owner's Contribution.

**Document** means this Development Agreement as it may be amended by written agreement of the parties from time to time.

**Effective Date** means 1 May 2021.

**Encumbrance** means any profit a prendre, easement, restrictive covenant, equity, interest, garnishee order, writ of execution, Security Interest, right of set-off, lease, licence to use or occupy, assignment of income or monetary claim, and any agreement to create any of them or allow them to exist.

**Existing Building Works** means the building works carried out on the Land up to the day immediately preceding the Effective Date.

**Gross Sale Price** in relation to a Strata Lot means the gross sale price of the Strata Lot being the price paid by the purchaser of the Strata Lot as sold on a GST inclusive basis.

**GST** means the goods and services tax payable under the GST Act.

**GST Act** means A New Tax System (Goods and Services Tax) Act 1999 (Commonwealth).

**Land** means the land known as and situate at 164 Railway Parade Queens Park being Lot 4 on Diagram 61853 the whole of the land in Certificate of Title Volume 1600 Folio 154, including the Existing Building Works.

**Land Input Value** means the value of the Land as agreed for the purpose of establishment of the Owner's financial contribution to the Development, being the sum of \$1,300,000.00 as specified in the Valuation Report of Keith Barry AAPI, Certified Practising Valuer No. 528 WA with Valuation Date of 06 May 2021 issued through Regalvale Properties for the Owner and the Developer.

**Law** means any law whether common law or any law under any statute, ordinance, code, regulation or by-law, and in the case of the Land including any law relating to the Development of the Land or any Building Works.

**Loss** means any expense, damage, loss, claim or proceeding.

**Net Proceeds of Sale** in relation to the sale of a Strata Lot means:

- (a) the Gross Sale Price of the Strata Lot,
- less
- (b) all costs, charges and fees paid with respect to the sale and settlement of the sale including agent's commission, settlement agent's fees and, where



not included in settlement agent's fees, all fees and charges of electronic settlement agencies and statutory bodies.

**Net Profit of the Development** means the net profit of the Development (before income tax) as certified by the Owner's Accountant and calculated as:

- (a) the total of the Gross Sale Prices of all Strata Lots,
- less
- (b) the total of:
  - (1) the Owner's Contribution; and
  - (2) all Development Costs.

**Owner's Accountant** means Sunil Adiyodi of Success Tax Professionals.

**Owner's Contribution** means the Owner's financial contribution to the Development expressed in dollars and comprising:

- (a) the Land Input Value; and
- (b) the total amount of all rates, taxes, charges and imposts levied against the Land and paid by the Owner pursuant to clause 3.3(a).

**Party** means a party to this Document.

**Permitted Person** means any person (other than the Developer or the Builder or their respective employees, consultants or contractors) who is on the Land with the express consent or authority of the Owner.

**Plans and Specifications** means the plans and specifications the subject of the Building Contract.

**Real Estate Agent** means a person who:

- (a) is a licensed Real Estate Agent as defined in the Real Estate & Business Agents Act 1978 (WA) holding the requisite triennial or practising certificate (either personally or if acting in partnership or as an officer or employee of a corporation then by virtue of the relevant entity holding the requisite licence and certificate); and
- (b) which may be a Related Entity of the Owner or the Developer.

**Related Entity** in relation to the Owner or the Developer means:

- (a) either or both of Rocco Antonio Nardone and Maria Nardone; or
- (b) a lineal descendant of Rocco Antonio Nardone and Maria Nardone; or
- (c) a combination of the persons referred to in paragraphs (a) and (b); or
- (d) a corporation or trust which is wholly owned and controlled by any of the persons referred to in paragraphs (a), (b) and (c); or
- (e) any combination of any of the persons referred to in paragraphs (a), (b) and (d).



71

**Sale Contracts** means contracts for sale of Strata Lots.

**Security Interest** means any bill of sale (as defined in any statute), mortgage, charge, lien, pledge, hypothecation, title retention arrangement, trust or power, as or in effect as security for the payment of a monetary obligation or the observance of any other obligation.

**Settlement Representative** means a licensed Settlement Agent or a legal practitioner.

**Settlement Representative Appointment Agreement** means an agreement for the appointment of a Settlement Representative to conduct settlement of the sales of Strata Lots, in terms and in a form approved by the Owner.

**Strata Lots** means individual lots for individual apartments subdivided out of the Land having separate title.

## 1.2 Interpretation

In the interpretation of this Document (including the Recitals), the following provisions apply unless the contrary intention appears.

- (a) Words importing the singular include the plural and vice versa.
- (b) Words importing a gender include every gender.
- (c) Reference to a person includes:
  - (1) a reference to a corporation;
  - (2) in the case of a corporation, a reference to the successors of the corporation; and
  - (3) in the case of a natural person, a reference to the personal representatives of that natural person.
- (d) Clause and Part headings are incorporated for convenience only and do not affect the interpretation of this Document.
- (e) Reference to a clause or Part is a reference to a clause or Part in this Document.
- (f) Reference to a sub-clause is a reference to a sub-clause of the clause in which the reference appears.
- (g) Reference to a document includes a reference to every agreement or deed which varies that document.
- (h) Where any Party consists of 2 or more persons, the covenants and provisions of this Document bind and are enforceable against those persons jointly and severally.
- (i) Reference to an Act includes a reference to:
  - (1) any amendment to that Act which is in force for the time being;
  - (2) any Act which is passed in substitution for that Act;

- (3) any subsidiary legislation which is in force under that Act for the time being; and
  - (4) any order, requisition or subsidiary legislation which is made under that Act and which is in force for the time being.
- (j) Where the word “including” or “includes” is used it is to be construed as if followed by the words “but not limited to” or “but is not limited to” as the case requires.

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## **2 Engagement of Developer**

### **2.1 Engagement of Developer**

The Owner engages the Developer with effect as and from the Effective Date to procure the carrying out and completion of the Development.

### **2.2 Commencement of Developer’s Activities**

The Developer will be entitled and obliged to commence Development Activities on the Effective Date.

### **2.3 No partnership or joint venture**

- (a) The Developer and the Owner do not enter into, and this Document will not be treated as creating, a partnership or a joint venture for the purposes of tax law or otherwise.
- (b) Without limiting sub-clause (a), the Parties acknowledge that neither the agreement the subject of this Document nor any of the activities carried out by the Parties under this Document:
  - (1) result in the creation of a partnership or other relationship under which a Party is held responsible for or liable for any act or omission of any other Party;
  - (2) result in the creation of a joint venture between the Parties;
  - (3) authorise any Party to pledge the credit of another Party; or
  - (4) create a trust.
- (c) Except as may be otherwise expressly provided in this Document, no Party may incur credit, act or hold out that that Party is acting as the agent for any other Party.
- (d) Where a Party enters into an agreement or contract with another person with respect to the Land, that Party:
  - (1) will incur obligations in that Party’s own right; and
  - (2) agrees to indemnify, and keep indemnified, each other Party in respect to any liability which may arise where a Party acts contrary to the provisions of this clause;
  - (3) must not pledge the credit of another Party.

13

## 2.4 Ownership of intellectual property

Notwithstanding any principle of law or equity to the contrary the ownership of and all right title and interest in and to all intellectual property created, produced or acquired with respect to the Development of the Land (IP), excepting only intellectual property the title to which is the Developer's prior to the date of execution of this Deed, vests in the Owner and:

- (a) the Developer will on request by the Owner do all things necessary to vest and transfer title in the IP to the Owner at no cost, including executing and delivering to the Owner all applications, assignments, transfers and other documents necessary to record or register the Owner's ownership of the IP;
- (b) pending completion of any matter referred to in sub-clause (a) the Developer holds all IP on trust for the Owner;
- (c) on the completion of the Development or any earlier termination of this Document the Developer must hand over to the Owner all IP in the Developer's possession including plans, approvals, documents and data in whatever form recorded or encoded including hard copy and electronic form.

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## 3 Principal obligations of Parties

### 3.1 Principal obligations of Owner

The principal (but not the only) obligations of the Owner are:

- (a) provision of the Land for the purposes of the Development, including:
  - (1) subject to the Builder's rights under the Building Contract, making the Land available for access by the Developer and the Developer's Consultants; and
  - (2) facilitating the Building Works and the Development, including by execution of Applications and by co-operation with the Developer in the obtaining of, Applications and Approvals; and

(b) payment to the Developer of the Development Fee,  
as provided in and subject to the other provisions of this Document.

### 3.2 Principal obligations of Developer

The principal (but not the only) obligations of the Developer are to:

- (a) procure the carrying out and completion of the Building Works including doing all things necessary to procure performance by the Builder of the Builder's obligations under and in terms of the Building Contract;
- (b) procure the carrying out and conduct of the Development in a responsible manner having regard to all relevant circumstances and in any event in accordance with the Law and all Approvals;



- (c) engage appropriately qualified and experienced Developer’s Consultants; and
  - (d) pay all Development Costs,
- as provided in and subject to the other provisions of this Document.

**3.3 Rates and taxes**

Rates, taxes, charges and imposts levied against the Land are payable:

- (a) subject to sub-clause (b), by the Owner;
- (b) in respect of each Strata Lot, by the Developer from the date of issue of separate title for the Strata Lot.

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**4 Not used**

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**5 Marketing, sale and settlement of sale of Strata Lots**

**5.1 Marketing and sale of Strata Lots – strategy and timetable**

The Developer acting as agent for the Owner will determine a strategy and timetable for the marketing and sale of Strata Lots, including:

- (a) sale prices;
- (b) advertising;
- (c) method of sale (private treaty, auction, tender or otherwise); and
- (d) the terms and provisions of Sale Contracts,

and the Strata Lots shall be marketed and sold by the Owner in accordance with that strategy and timetable as amended by the Developer from time to time.

**5.2 Owner’s obligations on sales and settlement of sales**

Without limiting clause 5.1, the Owner must do all things necessary to facilitate the sale and settlement of the sale of Strata Lots pursuant to the terms of Sale Contracts and in accordance with the provisions of this Document including:

- (a) procuring delivery or production of any certificate of title required for settlement of the sale of a Strata Lot;
- (b) procuring delivery or production of a discharge of any Encumbrance as required pursuant to the terms of a Sale Contract;
- (c) executing and delivering an irrevocable direction to each purchaser of a Strata Lot, at the Owner’s election either:
  - (1) to pay to the Developer an amount at settlement which represents the Development Fee Instalment payable by the Owner to the Developer with respect to that Strata Lot; or
  - (2) to pay the net settlement proceeds to the Owner’s Settlement Representative’s trust account, in which case the Owner must



irrevocably direct its Settlement Representative to pay to the Developer the Development Fee Instalment payable by the Owner to the Developer with respect to that Strata Lot.

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## **6 Development Fee**

### **6.1 Development Fee**

In consideration of the agreement of the Developer to enter into this Document and for procuring the carrying out of Building Works and Development of the Land, the Owner agrees to pay the Development Fee to the Developer as provided in this clause.

### **6.2 Amount of the Development Fee**

The Development Fee is to be the amount DevFee calculated as follows:

- $DevFee = DF\%age \times \text{the Net Profit of the Development.}$

### **6.3 Payment of the Development Fee**

The Development Fee is payable to the Developer by Development Fee Instalments paid on settlement of the sale of each Strata Lot.

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## **7 Indemnities**

### **7.1 Indemnity by Developer**

The Developer indemnifies and agrees to keep the Owner indemnified against all Loss suffered or incurred by the Owner as a result of:

- (a) the carrying out of the Building Works on the Land and the use and access to and occupation of the Land by any of the Developer, the Developer's Consultants, the Builder and the Builder's Consultants; and
- (b) the breach by the Developer of any of its obligations under this Document, except to the extent the Loss is caused or contributed to by the Owner or any Permitted Person.

### **7.2 Indemnity by Owner**

The Owner indemnifies and agrees to keep the Developer indemnified against all Loss suffered or incurred by the Developer as a result of the breach by the Owner of any of its obligations under this Document, except to the extent the Loss is caused or contributed to by the Developer, the Developer's Consultants, the Builder or the Builder's Consultants.

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## **8 Assignment, sale of Owner's Land, rights of first refusal**

### **8.1 No assignment except as provided in this clause**

Except as provided in this clause no Party may assign, transfer, charge, encumber or otherwise dispose of their interests in this Document without the prior written consent of the other Party.

76

## **8.2 Assignment by the Owner or the Developer**

- (a) The Owner may assign its rights and interests under this Document to a Related Entity of the Owner provided that the Owner:
  - (1) obtains a Deed of Covenant by which the assignee agrees with the Developer to be bound by and perform and observe the obligations of the Owner as Owner under this Document;
  - (2) transfers the Owner's Land to the assignee; and
  - (3) procures a Deed of Covenant or similar agreement from any mortgagee of the Land whereby the Mortgagee agrees to recognize the engagement of the Developer pursuant to the terms of this Document and agrees to be bound by the terms of this Document and require a Deed of Covenant in similar terms from any purchaser of the Land from the Mortgagee.
  
- (b) The Developer may assign its rights and interests under this Document to:
  - (1) a Related Entity of the Developer, where the Developer guarantees the performance of the assignee; or
  - (2) a person who is responsible and capable of carrying out the Developer's obligations under this Document and who is approved by and is acceptable to the Owner,

provided in either case that the Developer obtains a Deed of Covenant by which the assignee agrees with the Owner to be bound by and perform and observe the obligations of the Developer under this Document.

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## **9 GST**

### **9.1 Definitions in this clause**

In this clause, words not otherwise defined in this Document but which have a defined meaning in the GST Act have the same meaning as in the GST Act.

### **9.2 GST on sales of Strata Lots**

The Owner is responsible for payment of all GST which is payable on the sale and supply of Strata Lots.

### **9.3 GST on Development Fee**

The Developer is responsible for payment of all GST which is payable on the Development Fee it receives as consideration for development services it provides.



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## 10 General

### 10.1 Notices

- (a) Any notice which is required to be served under this Document must comply with the provisions of this clause.
- (b) Any notice must be in writing addressed to the appropriate Party at its address as set out in this Document or as otherwise notified to the other Party under sub-clause (c).
- (c) Any Party may by notice to each other Party change the address for service of notices on that Party.
- (d) If a Party gives a notice under sub-clause (c), every notice served on the Party giving that notice must, after the date of service of the notice under sub-clause (c) be served at the new address for service specified in the notice from that Party under sub-clause (c).
- (e) Each notice must:
  - (1) in the case of a natural person - be signed personally by that natural person or by that natural person's solicitor; and
  - (2) in the case of a corporation - be sealed by the corporation or signed on behalf of the corporation by a director or other officer of the corporation or by a solicitor on behalf of the corporation.
- (f) Any notice under this Document may be served by being:
  - (1) served personally on the addressee;
  - (2) served by post in accordance with the provisions of sub-clause (g);  
or
  - (3) served by facsimile.

Notices may not be served by email unless otherwise expressly agreed in writing by the Parties prior to service of the notice.
- (g) Where a notice is served by personal delivery, the notice will be treated as having been served on the date of delivery to the addressee if served prior to 4.00 pm (local time) on a Business Day, and if served after 4.00 pm on a Business Day or on a day which is not a Business Day, will be treated as being served on the next succeeding Business Day.
- (h) Subject to sub-clause (1), where a notice is posted by post, the following provisions will apply.
  - (1) Where the notice is posted from within Australia to an address within Australia, that notice must be posted by registered mail and will be treated as having been received on the third Business Day after the date of posting.
  - (2) Where a notice is posted from Australia to an address outside Australia or from outside Australia to an address within Australia,

78

that notice must be posted by registered airmail post and will be treated as having been received on the day which is the eighth Business Day after the date of posting.

- (i) Where the services of Australia Post are adversely affected by a strike or industrial action:
  - (1) on the day when a notice is posted; or
  - (2) if a notice has been posted, then on any succeeding Business Day within the relevant periods referred to in sub-clause (h),

then any notice in accordance with sub-clause (h) will be regarded as having been served on the fourth Business Day after the services of Australia Post cease to be adversely affected by a strike or industrial action.

- (j) Where a notice is served by facsimile, the notice will be regarded as having been served on production of a transmission report by the facsimile machine by which the facsimile message was transmitted, which indicates that the facsimile message was transmitted in its entirety to the facsimile number of the recipient, but if transmission is on a day which is not a Business Day or is after 4.00 pm (addressee's time), it will be regarded as having been duly given on the succeeding Business Day.

#### **10.2 Costs and duty**

Each Party will pay its own legal and other costs of and incidental to the negotiations for, preparation and execution of this Document but the Developer will pay any duty assessed on this Document under the Duties Act 2008.

#### **10.3 Governing law**

- (a) This Document is governed by the law of Western Australia.
- (b) The parties submit to the non-exclusive jurisdiction of the courts of Western Australia in respect of any matter arising under this Document.

#### **10.4 Variation of Document**

The provisions of this Document may be varied only by a deed which is executed by the parties to this Document.

#### **10.5 Further assurance**

Each Party must do all things and execute all further documents that are necessary to give effect to the provisions of this Document.

#### **10.6 Severability**

- (a) If a provision of this Document is prohibited or unenforceable in any jurisdiction:
  - (1) the provision is ineffective in that jurisdiction only to the extent of that prohibition or unenforceability;

79

- (2) the validity or enforceability of the provision in any other jurisdiction is not affected; and
  - (3) the remaining provisions of this Document are not invalidated or affected in that or in any other jurisdiction.
- (b) To the extent that the application of sub-clause (a) would materially affect the legal or commercial arrangements intended to operate in this Document, sub-clause (a) does not apply.
- (c) Without limiting sub-clause (a), if a provision of this Document is void, voidable by any Party, unenforceable or illegal:
- (1) to the extent that it is possible, the provision must be read down so as to be valid and enforceable, and if not possible then;
  - (2) to the extent that it is possible, the offending words of the provision are severed from this Document so that the remainder of the provision is valid and enforceable, and if not possible then;
  - (3) the provision is severed from this Document,
- and in any event the balance of this Document will remain valid and enforceable.
- (d) To the extent that the application of sub-clause (c) would materially affect this Document to the prejudice or detriment of any Party, sub-clause (c) does not apply.

#### **10.7 Entire agreement**

This Document supersedes any other previous agreements in respect of its subject matter, and embodies the entire agreement between the parties.

#### **10.8 Publicity**

A Party may not make a press or other announcements or releases relating to this Document and the transactions the subject of this Document without the approval of the other Party to the form and manner of the announcement or release unless the announcement or release is required to be made by law or by a stock exchange.



80

**Execution Page**

**EXECUTED** by the parties as a Deed.

**EXECUTED** by  
**LIRI RIVER PTY LTD**  
**ACN 140 532 529**  
by its Sole Director  
**Rocco Antonio Nardone:**

\_\_\_\_\_  
**Rocco Antonio Nardone**

\_\_\_\_\_  
Witness to sign:

\_\_\_\_\_  
Witness name (please print):

**EXECUTED** by  
**ROCCO ANTONIO NARDONE:**

\_\_\_\_\_  
**Rocco Antonio Nardone**

\_\_\_\_\_  
Witness to sign:

\_\_\_\_\_  
Witness name (please print):

**EXECUTED** by  
**ST GIORGIO PTY LTD**  
**ACN 126 046 679**  
in accordance with section 127(1)  
of the Corporations Act 2001 (Cwlth)  
by authority of its directors:

\_\_\_\_\_  
Secretary/Director

\_\_\_\_\_  
Director

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Name (please print)





QBE INSURANCE (AUSTRALIA) LIMITED  
ABN 78 003 191 035



INSURANCE SERVICES

QBE Builders' Warranty Insurance  
Application For Job Specific Policy  
Multi - Unit Developments

*This application form is to be used where policies are required for multi-unit dwelling contracts of four (4) or more dwellings on the one site in South Australia and Western Australia.*

**Section 1 - Builders Details**

QBE Policy No.

Name of Business

ABN

Building Entity Name (as per contract)

Licence/Registration No.

Office Address

Telephone Number

Mobile Telephone Number

Are you entitled to claim an Input Tax Credit on the Premium?

Yes

No

If so, how much - 100% or other?

 %

**Section 2: Owner/Developer Details (as per contract)**

Name

ABN

Office Address

Telephone Number (business)

Mobile Telephone Number

Contact name

Is there any relationship between the owner/developer and the builder?

Yes

No

If yes, please provide full details of any related party interests e.g family members, joint ventures/land ownership, common director/shareholders etc.

**Section 3: Site Location Details**

Full site address (including Unit Number, Lot Number, Serial Number, Street Number, Street Name, State and Postcode)

Stage Number (e.g stage 1 of 2)

What will be the street address upon completion?



---

82

**Section 4: Permit Authority/Council**

Name

CITY OF CANNING

Address

Locked Bag 80, Welshpool, Western Australia, 6986

**Section 5: Contract Details**

Note: Contract price must include GST

Signed Contract Date

20 / 08 / 2017

Estimated Start Date

29 / 11 / 2017

Estimated Completion Date

12 / 12 / 2018

Standard Fixed Price Contract

\$1,065,000 *IBAN*

Cost Plus Contract: Budget

\$

Margin

%

Project Management: Budget

\$

Management Fee

\$

Speculative Development: Budget

\$

Margin

%

Has Architect/designer tendered project?

Yes  No

If yes, please supply details

TENDERED AND JOB ALREADY GIVEN TO DAVID BOWSELL

2

Please advise the details and value of any non - residential works included in the development contract/construction price. (e.g shops, commercial offices etc.)

NIL

Has construction commenced?

Yes  No

Date of commencement

/ /

Stage of construction

N/A

**Section 6: Development and Construction/Type**

Description of the Development (e.g 6 new freestanding double storey b/v townhouses with slate roof and double garage)

12 X NEW APARTMENTS, TILT UP PANEL DESIGN AND MAXIMUM OF 2 STOREYS

0

New Development

Yes  No

or

Renovation/refurbishment of an existing building?

Yes  No

Please provide details

Will any of the pre-existing buildings remain on site following the completion of this contract?

Yes  No

Please provide details

Does this contract include any non-residential construction work?

Yes  No

Please provide details

Number of non-residential levels total

0





83

**Section 6: Development and Construction/Type (continued)**

Will the owner/developer be undertaking any work or be supplying any of the materials?

Yes  No

Please provide details

ONSITE SUPERVISOR + SMALL MISCELLANEOUS TASKS TO FACILITATE THE RUNNING OF A BUILDING SITE

Number of Residential Levels

Number of Residential Units total

Number of Parking Levels: Above Ground

Below Ground

Lifts Yes  No

Number of Bedrooms	Number of Units	Average Size Square Metres
One		
Two	12	65
Three		
Four		
Other, please specify		

What is the Soil Classification for this site? A  S  M  H  P  E  Other

Name the Geotechnical engineer who classified the site

STRUCTERRE - M.MORTERA

Name/Address of Engineer preparing the footings

ROBERT DAVID - ADVANCED BUILDING ENGINEERS PTY LTD - U2/50 OXFORD CLOSE, WEST LEEDERVILLE WA 6007

Please provide details of the following consultants to the project:

Quantity Surveyors

Structural Engineers

Lift Consultants

Air Conditioning Consultants

**Section 7: Construction Finance Details**

Name of the Bank/Financier to the project

NATIONAL AUSTRALIA BANK

Please attach a copy of the final terms and conditions offer document issued by the respective financier.

**Section 8: Selling Details**

Name of Real Estate Agent/Marketing Company

GUARDIAN WA REALTY

Address

1481 Albany Highway, BECKENHAM, WA 6107

Contact Person

YOS THAMRIN

Telephone Number

0413766688

When will the residential units be offered for sale? (i.e off plan, during construction, upon completion)

UPON COMPLETION

How many of the residential units have already been sold?

0

Name of the entity who will hold deposit monies on sales? (if applicable)

N/A

Contact Person

N/A

Telephone Number

N/A



Handwritten mark in the top right corner.

### Section 9: Builder Declaration and Acknowledgement

I/We declare and acknowledge that:

- The Insurer OBE has the right to decline any 'Multi-Dwelling Job Specific Policy application to purchase Residential Builders Warranty Insurance
- The Insurer OBE or its Agents reserve the right at all times to seek additional information from the builder and all other parties to this application
- The details as provided in this application are true and correct
- I/We have not been refused or declined Builders Warranty Insurance or any other form of construction insurance in the past
- I/We authorise OBE and its related entities/agents to collect or disclose any personal information to any other Builders Warranty Insurers, Insurance Reference Services or relevant Statutory Authorities and that where I/we have provided information about another person as in the case of a building owner/developer or employee that this person has been or will be made aware of this
- I/We acknowledge that OBE reserves the right to impose an additional premium in the event of a 20% or greater variation to the original contract price
- I/We declare that as at the date of signing this application that I/we are solvent.

Declared by (name)

ROCCO ANTONIO NARDONE

Position/Title

PROPERTY OWNER AND DIRECTOR OF LIRI RIVER PTY LTD

For and on behalf of (company)

NARDONE CLASSIC HOMES

Signature

R.A. Nardone

Date (DD/MM/YYYY)

27/09/2017

### Section 10: Privacy Notice

HIA Insurance Services Pty Ltd ('HIAIS') is committed to protecting your personal information in accordance with the Australian Privacy Principles under the Privacy Act 1988 (Cth). We collect, use and disclose personal information to offer, promote, provide, manage and administer the many financial services and products we and our group of companies are involved in, as set out in the [HIAIS Privacy Notice](#).

Unless we hear from you otherwise, through the means set out in the [HIAIS Privacy Notice](#), we will assume that you have read the [HIAIS Privacy Notice](#) and you have no objection to us handling your personal information in the manner set out in this notice (which includes contacting you to promote our products and services we think may be of interest to you).

A copy of the [HIAIS Privacy Notice](#) can be located on our website [www.hiainsurance.com.au](http://www.hiainsurance.com.au)

### Section 11: Payment Method (If paying by cheque please make payable to HIA Insurance Services)

**Paying by Credit Card:** Please enter your credit card details in the section below. We accept Mastercard, Visa and AMEX cards only. Credit card transactions will incur a surcharge of 1% for VISA and Mastercard and 2.75% for AMEX, which will be added at the time of payment processing.

Mastercard  Visa  AMEX

I authorise the premium of \$ \_\_\_\_\_ to be deducted from my nominated credit card.

Card Number

5229

8056

0112

1367

CCV Number

472

Card Expiry Date (MM/YYYY)

11

21

Name on Card

ROCCO ANTONIO NARDONE

Signature

R.A. Nardone

Date (DD/MM/YYYY)

27/09/2017

To the extent permitted by law, we may correspond with you by electronic communication unless you instruct us not to do so (and vice versa). Electronic communications, such as emailed credit card information are not always secure and they may be read, copied or interfered with in transit. We are not responsible for any of the risks associated with electronic communication.

### HIA Insurance Services Office Details

ACT

GPO Box 2188, Canberra ACT 2601  
Ph: 02 6230 4985 Fax: 02 6230 0541  
Email: [hiais.ryde@aon.com](mailto:hiais.ryde@aon.com)

WA

PO Box 1494, Osborne Park DC, WA 6916  
Ph: 1300 800 801 Fax: 08 9443 8166  
Email: [hiais.ryde@aon.com](mailto:hiais.ryde@aon.com)

SA

PO Box 550, Hindmarsh SA 5007  
Ph: 1300 600 601 Fax: 08 8340 7599  
Email: [au.sawarranty@aon.com](mailto:au.sawarranty@aon.com)

### Important Note

The following information/documentation must accompany this application:

- Evidence of ownership (subject property must be in the same name as the Developer e.g copy of Rates Notice or Copy of signed Transfer of Land if ownership has not yet been registered or a copy of the signed Contract of Sale if settlement has not yet been effected)
- Copy of executed Building Contract
- Final Terms and Conditions/ Letter of Offer from the financier
- Evidence of available funds if the project is to be fully or partially self funded.





88



REGISTER NUMBER <b>4/D61853</b>	
DUPLICATE EDITION <b>1</b>	DATE DUPLICATE ISSUED <b>4/2/2013</b>

**RECORD OF CERTIFICATE OF TITLE**  
UNDER THE TRANSFER OF LAND ACT 1893

VOLUME **1600** FOLIO **154**

The person described in the first schedule is the registered proprietor of an estate in fee simple in the land described below subject to the reservations, conditions and depth limit contained in the original grant (if a grant issued) and to the limitations, interests, encumbrances and notifications shown in the second schedule.

  
REGISTRAR OF TITLES 

**LAND DESCRIPTION:**

LOT 4 ON DIAGRAM 61853

**REGISTERED PROPRIETOR:**  
(FIRST SCHEDULE)

LIRI RIVER PTY LTD  
ROCCO ANTONIO NARDONE  
BOTH OF 26 TWEEDDALE ROAD, APPLECROSS  
AS JOINT TENANTS

(T M121177) REGISTERED 3 DECEMBER 2012

**LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS:**  
(SECOND SCHEDULE)

- \*M310284 NOTIFICATION CONTAINS FACTORS AFFECTING THE WITHIN LAND. LODGED 18.6.2013.

Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required.  
\* Any entries preceded by an asterisk may not appear on the current edition of the duplicate certificate of title.  
Lot as described in the land description may be a lot or location.

-----END OF CERTIFICATE OF TITLE-----

**STATEMENTS:**

The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice.

SKETCH OF LAND: 1600-154 (4/D61853).  
PREVIOUS TITLE: 1134-906.  
PROPERTY STREET ADDRESS: 196 RAILWAY PDE, QUEENS PARK.  
LOCAL GOVERNMENT AREA: CITY OF CANNING.





# SCHEDULE OF PARTICULARS

<b>1.</b>	<b>Builders Details</b>		
	Builder/s: <u>Rocco ANTONIO NARDONE</u> Address: <u>26 Tweeddale Rd Applecross WA 6153</u> Builder Registration No: <u>9093</u> Phone: <u>0418 917678</u> Fax: _____ Email: <u>NCHOMES@inet.net.au</u>		
<b>2.</b>	<b>Owners Details</b>		
	Owner: <u>ROCCO ANTONIO NARDONE</u> Address: <u>26 Tweeddale Rd Applecross WA 6153</u> Phone: <u>0418 917678</u> Fax: _____ Email: <u>NCHOMES@inet.net.au</u>		
	Owner: <u>Lir. River Pty Ltd</u> Address: <u>26 Tweeddale Rd Applecross WA 6153</u> Phone: <u>0418 917678</u> Fax: _____ Email: <u>NCHOMES@inet.net.au</u>		
	Owner's Agent (Clause 27): <u>DANY NARDONE - 0488 800 901</u>		
<b>3.</b>	<b>Site</b>		
	Works (Clause 1(a)) Site: Postal Address Title Particulars:	<u>UNITS 1 to 12, 196 RAILWAY PARADE, QUEENSLAND WA 6107</u> Portion of _____ Location _____ and being Lot <u>4</u> on Plan/Diagram <u>196</u> and being the whole of the land comprised in Certificate of Title Volume <u>1600</u> Folio <u>154</u>	
<b>4.</b>	<b>Finance</b>		
	Amount of finance required (Clause 3(c)) Period for approval <u>APPROVED Already</u> Lender <u>National A.C. Bank</u>	<u>\$3,200,000.00</u> <u>45</u> working days from the date of this Contract"	
<b>5.</b>	<b>Encumbrances on the Site</b>		
	Encumbrances on the Site (Clause 3(a)(ii)) <u>Notification of factors affecting within land - AIR TRAFFIC</u>		
<b>6.</b>	<b>Contract Price</b>		
	Contract Price (Clause 6) The Contract Price is GST inclusive	Price excluding GST Amount of GST on the above Contract Price (including GST)	<u>\$ 968,236.36</u> <u>\$ 96,823.63</u> <u>\$ 1,065,060.00</u>
<b>7.</b>	<b>Deposit</b>		
	Deposit (not to exceed 6.5% of Contract Price) (Clause 7(a))		<u>\$ 69,000.00</u>
	Progress Payments as follows (Clause 7(b)):          Practical Completion (Clause 19)  TOTAL	"A" Stage 1 - Slab 2 - Brickwork 3 - roof 4 - fit out    Lock up + inspection	"B" <u>\$ 199,200.00</u> <u>\$ 199,200.00</u> <u>\$ 199,200.00</u> <u>\$ 199,200.00</u> \$ \$ <u>\$ 199,260.00</u> <u>\$ 1,065,060.00</u>

<b>8</b>	<b>Interest</b>	Interest on late payment (Clause 7(e)(i))	5 %
<b>9</b>	<b>Time to Commence/Complete Works</b>	(a) Time to commence Works (Clause 9(a))	45 working days
		(b) Time to complete Works (Clause 9(b))	265 working days
from the date on which work commenced or should have commenced under Clause 9(a).			
<b>10</b>	<b>Provisional Sums &amp; Prime Cost Items</b>	(a) Provisional Sums (Clause 11) - refer to Addenda to Specifications for details	\$ 2400.00
		(b) Prime Cost Items (Clause 11) - refer to Addenda to Specifications for details	\$ 12,400.00
<b>11</b>	<b>Additional percentage allowed</b>	Additional percentage allowed (Clause 11 and 12)	1-2.2 %
<b>12</b>	<b>Defects Liability Period</b>	Defects Liability Period (Clause 14) (not less than 4 months commencing on the day of Practical Completion)	8 months after made in date
<b>13</b>	<b>Proof of Receipt of Documents</b>	I/We acknowledge receipt of a copy of the signed Contract Documents referred to in Clause 1(a) of the Contract on the 20 <sup>th</sup> day of September 2017 and we have read and understood the Notice to the Home Owner referred to in section 4(2) on the Home Building Contracts Act 1991 which is included in, but does not form part of, this Contract.	
	Signed by the owner	<i>R.A. Narbone</i>	
	Signed by the owner	ROCCO ANTONIO NARBONE	
<b>14</b>	<b>Signing of Contract</b>	This Contract is dated the <i>R.A. Narbone</i> 27 <sup>th</sup> day of Sept 20 17	
	Signed by the owner	<i>R.A. Narbone</i>	
	Witness	WILLIAM SMIRNIOS <i>W</i>	
	Signed by the owner	<i>R.A. Narbone - Director for Lio Rises P/L</i>	
	Witness	WILLIAM SMIRNIOS <i>W</i>	
	Signed for and on behalf of the Builder	<i>R.A. Narbone</i>	
	Witness	WILLIAM SMIRNIOS <i>W</i>	

DO NOT SIGN IF A PHOTOCOPY  
IT IS A BREACH OF HIA'S COPYRIGHT AND MAY MAKE YOU LIABLE TO PAY DAMAGES

999L  
LEGAL SETTLEMENTS  
Exam - Post  
M121177



WESTERN



AUSTRALIA

REGISTRATION NUMBER <b>4/D61853</b>	DATE DUPLICATE ISSUED <b>4/2/2013</b>
DUPLICATES EDITION <b>1</b>	

**DUPLICATE CERTIFICATE OF TITLE**  
UNDER THE TRANSFER OF LAND ACT 1893

VOLUME **1600** FOLIO **154**

The person described in the first schedule is the registered proprietor of an estate in fee simple in the land described below subject to the reservations, conditions and depth limit contained in the original grant (if a grant issued) and to the limitations, interests, encumbrances and notifications shown in the second schedule.



*[Signature]*

REGISTRAR OF TITLES

LOT 4 ON DIAGRAM 61853

**LAND DESCRIPTION:**

LIRI RIVER PTY LTD  
ROCCO ANTONIO NARDONE  
BOTH OF 26 TWEEDDALE ROAD, APPECROSS  
AS JOINT TENANTS

**REGISTERED PROPRIETOR:**  
(FIRST SCHEDULE)

(T M121177) REGISTERED 3 DECEMBER 2012

**LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS:**  
(SECOND SCHEDULE)

Warning: A current search of the certificate of title held in electronic form should be obtained before dealing on this land.  
Lot as described in the land description may be a lot or location.

-----END OF DUPLICATE CERTIFICATE OF TITLE-----

**STATEMENTS:**

The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice.

SKETCH OF LAND: 1600-154 (4/D61853).  
PREVIOUS TITLE: 1134-906.  
PROPERTY STREET ADDRESS: 196 RAILWAY PDE, QUEENS PARK.  
LOCAL GOVERNMENT AREA: CITY OF CANNING.



*[Handwritten mark]*



# LEGAL SETTLEMENTS WA

INCORPORATED BY GEORGE PAPAMIHAIL BARRISTERS & SOLICITORS

30 November 2012

Our ref: 2012/0082

## AMENDED STATEMENT

**PURCHASE OF 196 RAILWAY PARADE QUEENS PARK  
LIRI RIVER PTY LTD & NARDONE, ROCCO ANTONIO**

	Debit	Credit
Purchase Price		
Deposit Paid	705,000.00	5,000.00
Transfer Duty on the Contract		
Transfer Duty Already Received	27,502.50	27,502.50
Costs & Disbursements (see attached Tax Invoice)	1,509.40	
Bank Cheque received from You (Michael John Sanders)		689,576.31
Bank Cheque received from You (Sheridans Settlement Agency Trust A/C)		8,950.08
Bank Cheque received from You (George Papamihail Trust Account)		3,947.99
<b>ADJUSTMENT OF RATES/TAXES TO 30-06-2013 AS AT 03-12-2012</b>		
Water Corporation 2012/2013 Rates	\$738.30	
Your share 209 days	\$422.75	
Balance due	422.75	
Canning City Council 2012/2013 Rates	\$946.95	
Your share 209 days	\$542.23	
Balance due	542.23	
Land Tax 2012/2013 Not Applicable		
<b>Nil Balance due by you</b>		
<b>E &amp; O E</b>	<b>\$734,976.88</b>	<b>\$734,976.88</b>

ADDRESS  
785 Wellington St Perth WA 6005  
Phone: (08) 9321 2544 | Fax: (08) 9321 2544

INTERNET  
Email: nancy@papamihail.com.au  
Web: www.legalsettlements.com.au

POST  
PO Box 7338  
Cloisters Square Perth WA 6850

PHONE  
(08) 9321 2544

# LEGAL SETTLEMENTS WA

INCORPORATED BY GEORGE PAPAMIHAIL BARRISTERS & SOLICITORS

30 November 2012

Our ref: 2012/0082

The Manager  
LIRI RIVER PTY LTD & NARDONE, Rocco Antonio  
26 Tweeddale Road  
APPLECROSS WA 6153

**TAX INVOICE (ABN: 97829031724)**

**PURCHASE OF 196 RAILWAY PARADE QUEENS PARK  
LIRI RIVER PTY LTD & NARDONE, ROCCO ANTONIO**

Description	Price	GST	Total
<b>Costs &amp; Fees</b>			
Settlement Fee (\$1,957.25 less Disc)	809.09	80.91	890.00
Landgate Registration of the Transfer	310.00	0.00	310.00
<b>Enquiry Fees</b>			
Landgate Enquiry Processing Fee	15.64	1.56	17.20
Water Corporation Rate Enquiry Fee	37.59	3.76	41.35
Council Rate Enquiry Fee	72.73	7.27	80.00
Land Tax Enquiry Fee	31.82	3.18	35.00
<b>Disbursements</b>			
Landgate Title Document Search Fee	76.36	7.64	84.00
Bank Cheque Fees	9.09	0.91	10.00
Postage & Couriers	6.55	0.66	7.21
Company Search	12.40	1.24	13.64
Telephone & Facsimile	5.45	0.55	6.00
Misc. Expenses Photocopying	13.64	1.36	15.00
<b>Miscellaneous Expenses</b>			

Totals \$1,400.36 \$109.04 \$1,509.40

TOTAL INCLUDING GST: \$1,509.40

If you instructed us in relation to this matter prior to 1 July 2009 your rights in relation to this bill of costs are as follows:

Within 30 days of receiving this account you may require me by notice in writing to submit the bill of costs to a taxing officer of the Supreme Court for review of the amount of costs charged to you, the subject of the bill of costs.

If you instructed us in relation to this matter post 1 July 2009 your rights in relation to this bill of costs are as follows:  
Section 281 of the Legal Professions Act 2008 requires we provide you notice of your rights in relation to this bill.

Form 3 located below on this invoice provides details of the avenues available to you

**Form 3**

Legal Professions Act 2008 section 281(3)  
Your rights in relation to legal costs.

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

- requesting an itemised bill
- discussing your concerns with us
- having our costs assessed
- applying to set aside our costs agreement

For more information about your rights, please read the fact sheet titled 'Your right to challenge legal costs. You can ask us for a copy, or obtain it from the Legal Practice Board (or download it from the website of the Legal Practice Board at [www.lpbwa.com.au](http://www.lpbwa.com.au)).

ADDRESS 780 Wellington St, Perth WA 6005  
Phone: (08) 9321 2544 | Fax: (08) 9321 2822

INTERNET Email: [nancy@papamihail.com.au](mailto:nancy@papamihail.com.au) Web: [www.legalsettlements.com.au](http://www.legalsettlements.com.au)

POST PO Box 7398  
Cloisters Square Perth WA 6850

PHONE (08) 9321 2544

*gp*

**CONTRACT FOR SALE OF LAND OR STRATA TITLE BY OFFER AND ACCEPTANCE**

30.11.12

NOTICE: Contracts must be lodged with the Office of State Revenue for duty assessment within two (2) months of the date the last person executes the Contract.

Transfer Endorsed

10001154

**BW & DM BACKHOUSE  
 TRADING AS  
 PROFESSIONALS REAL ESTATE**

CANNINGTON 9451 9596  
 The Nardon Building Trust

Line River 1/2 PTE The Nardon Building Trust  
 Rocco Antonio Nardon Family Trust A/F  
 26 Tweedvale Rd Byeburn 6153

As Agent for the Seller / Buyer  
**THE BUYER (FULL NAME AND ADDRESS)**  
 OFFERS TO PURCHASE (as joint tenants/tenants in common specifying the undivided shares) the Land and Property (as set out in the Schedule (The Property) with vacant possession unless stated otherwise in the Special Conditions at the Purchase Price on the terms set out in this Contract, its Special Conditions and the Special Conditions.

The Property at **196 Railway Parade Queens Park** 6153  
 Lot **4** Deposited (Survey/Strata/Diagram) Plan **61853** Whole/Part Vol **1600** Folio **154**

A deposit of \$ **5000** of which \$ **NIL** is paid now and \$ **5000** to be paid within **3** days of acceptance to be held by **BW Backhouse Trust A/F** (The Deposit Holder). The balance of the Purchase Price to be paid on the Settlement Date.

Purchase Price **700,000**  
 Settlement Date **30/11/2012**  
 Property Chattels including **None**

FINANCE CLAUSE <u>IS</u> APPLICABLE LENDER LATEST TIME: 4pm on: AMOUNT OF LOAN: SIGNATURE OF BUYER:	FINANCE CLAUSE <u>IS NOT</u> APPLICABLE Signature of the Buyer if Finance Clause IS NOT applicable [Signature]
---	--

**SPECIAL CONDITIONS**

- M.5.1 The buyer is buying the property under the margin auction the offer to be made
- M.5.2 This offer is subject to 196 Railway Parade Queens Park being vacant on day of settlement
- M.5.3 The Vendor represents that the land is in continuous production
- M.5.4 This offer is subject to the following with 60 Days of acceptance of offer
- M.5.5 This offer is subject to all selling fees to be paid by the seller
- M.5.6 This offer is subject to the following fees to be paid by the seller

91





# LEGAL SETTLEMENTS WA

INCORPORATED BY GEORGE PAPAMIHAIL BARRISTERS & SOLICITORS

30 November 2012

Our ref: 2012/0082

## AMENDED STATEMENT

**PURCHASE OF 196 RAILWAY PARADE QUEENS PARK**  
LIRI RIVER PTY LTD & NARDONE, ROCCO ANTONIO

	Debit	Credit
Purchase Price		
Deposit Paid	705,000.00	
Transfer Duty on the Contract		5,000.00
Transfer Duty Already Received		27,502.50
Costs & Disbursements (see attached Tax Invoice)	1,509.40	
Bank Cheque received from You (Michael John Sanders)		689,576.31
Bank Cheque received from You (Sheridans Settlement Agency Trust AC)		8,950.08
Bank Cheque received from You (George Papamihail Trust Account)		3,947.99

*Paid by Liri River NAB 16665-6527,502.50*

*Paid by NAB F.ly Trust*

## ADJUSTMENT OF RATES/TAXES TO 30-06-2013 AS AT 03-12-2012

Water Corporation 2012/2013 Rates	\$738.30
Your share 209 days	\$422.75
Balance due	422.75
Canning City Council 2012/2013 Rates	\$846.95
Your share 209 days	\$542.23
Balance due	542.23
Land Tax 2012/2013 Not Applicable	

**Nil Balance due by you**

E & O E

**\$734,976.88**      **\$734,976.88**

93

ADDRESS  
789 Wellington St Perth WA 6005  
Phone: (08) 9321 2544 | Fax: (08) 9321 2544

INTERNET  
Email: nancy@papamihail.com.au  
Web: www.legalsettlements.com.au

POST  
PO Box 7238  
Cloisters Square Perth WA 6850  
PHONE  
(08) 9321 2544



94

TRUST RECEIVED  
LEGAL SETTS WA



National Australia Bank Limited  
ABN 12 004 044 837

Bank Cheque

Perth East BBC - WA

Date 03/12/2012

Pay MICHAEL JOHN SANDERS\*\*\*\*\*  
Or Order \*\*\*\*\*

the Sum of SIX HUNDRED AND EIGHTY NINE THOUSAND, FIVE HUNDRED AND SEVENTY \*\*

SIX DOLLARS AND THIRTY ONE CENTS \*\*\*\*\* \$ 689,576.31\*\*\*\*\*

BANK CHEQUE

for National Australia Bank Limited

Not Negotiable

⑆139465 ⑈086⑈012⑆ 102⑈850⑈1⑈



National Australia Bank Limited  
ABN 12 004 044 837

Bank Cheque

Perth East BBC - WA

Date 03/12/2012

Pay GEORGE PAPAMIHAIL TRUST A/C\*\*\*\*\*  
Or Order \*\*\*\*\*

The Sum of THREE THOUSAND, NINE HUNDRED AND FORTY SEVEN DOLLARS AND NINETY \*

NINE CENTS \*\*\*\*\* \$ 3,947.99\*\*\*\*\*

BANK CHEQUE

for National Australia Bank Limited

Not Negotiable

⑆139465 ⑈086⑈012⑆ 102⑈850⑈1⑈



National Australia Bank Limited  
ABN 12 004 044 837

Bank Cheque

Perth East BBC - WA

Date 03/12/2012

Pay SHERIDANS SETTLEMENT AGENCY TRUST A/C\*\*\*\*\*  
Or Order \*\*\*\*\*

the Sum of EIGHT THOUSAND, NINE HUNDRED AND FIFTY DOLLARS AND EIGHT CENTS \*\*

\*\*\*\*\* \$ 8,950.08\*\*\*\*\*

BANK CHEQUE

for National Australia Bank Limited

Not Negotiable

⑆139465 ⑈086⑈012⑆ 102⑈850⑈1⑈

For SECURITY FEATURES See reverse of cheque

For SECURITY FEATURES See reverse of cheque

For SECURITY FEATURES See reverse of cheque







Australian Government  
Australian Taxation Office

aps

## PAYG Instalments report 2022

**Tax Agent** 76696008  
**Last Updated** 13/05/2023

<b>TFN</b>	<b>Client Name</b>	<b>Quarter 1 (\$)</b>	<b>Quarter 2 (\$)</b>	<b>Quarter 3 (\$)</b>	<b>Quarter 4 (\$)</b>	<b>Total Instalment (\$)</b>
916833344	THE TRUSTEE FOR NARDONE INVESTMENTS SUPERANNUATION FUND	9,567.00	4,115.00	6,841.00	6,841.00	27,364.00

**Total No of Clients: 1**







Australian Government  
Australian Taxation Office

96

## PAYG Instalments report 2021

**Tax Agent** 76696008  
**Last Updated** 13/05/2023

TFN	Client Name	Quarter 1 (\$)	Quarter 2 (\$)	Quarter 3 (\$)	Quarter 4 (\$)	Total Instalment (\$)
916833344	THE TRUSTEE FOR NARDONE INVESTMENTS SUPERANNUATION FUND	9,567.00	9,567.00	9,567.00	9,567.00	38,268.00

**Total No of Clients: 1**





**Agent** BLOSSOM ACCOUNTANTS &  
BUSINESS ADVISER  
**Client** THE TRUSTEE FOR NARDONE  
INVESTMENTS  
SUPERANNUATION FUND  
**ABN** 83 020 686 021  
**TFN** 916 833 344

97

## Activity statement 001

<b>Date generated</b>	19 May 2023
<b>Overdue</b>	\$0.00
<b>Not yet due</b>	\$0.00
<b>Balance</b>	\$288.00 CR

## Transactions

19 results found - from 01 February 2021 to 30 November 2022 sorted by processed date ordered newest to oldest

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
6 Nov 2022	6 Nov 2022	General interest charge			\$288.00 CR
4 Nov 2022	28 Oct 2022	Original Activity Statement for the period ending 30 Sep 22	\$17,256.00		\$288.00 CR
4 Nov 2022	28 Oct 2022	- GST	\$8,251.00		
4 Nov 2022	28 Oct 2022	- PAYG Instalments	\$9,005.00		
27 Oct 2022	26 Oct 2022	Payment received		\$17,256.00	\$17,544.00 CR
18 Jul 2022	28 Jul 2022	Original Activity Statement for the period ending 30 Jun 22	\$3,480.00		\$288.00 CR
18 Jul 2022	28 Jul 2022	- PAYG Instalments	\$6,841.00		
18 Jul 2022	14 Jul 2022	- GST		\$3,361.00	
12 Jul 2022	11 Jul 2022	Payment received		\$3,480.00	\$3,768.00 CR
6 May 2022	6 May 2022	General interest charge			<del>\$288.00 CR</del>
5 May 2022	28 Apr 2022	Original Activity Statement for the period ending 31 Mar 22	\$14,625.00		\$288.00 CR

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
5 May 2022	28 Apr 2022	- GST	\$7,784.00		
5 May 2022	28 Apr 2022	- PAYG Instalments	\$6,841.00		
29 Apr 2022	28 Apr 2022	Payment received		\$14,625.00	\$14,913.00 CR
4 Feb 2022	28 Feb 2022	Original Activity Statement for the period ending 31 Dec 21	\$10,675.00		\$288.00 CR
4 Feb 2022	28 Feb 2022	- GST	\$6,560.00		
4 Feb 2022	28 Feb 2022	- PAYG Instalments	\$4,115.00		
27 Jan 2022	25 Jan 2022	Payment received		\$10,675.00	\$10,963.00 CR
4 Nov 2021	4 Nov 2021	General interest charge			\$288.00 CR
4 Nov 2021	28 Oct 2021	Original Activity Statement for the period ending 30 Sep 21	\$8,356.00		\$288.00 CR
4 Nov 2021	28 Oct 2021	- PAYG Instalments	\$9,567.00		
4 Nov 2021	28 Oct 2021	- GST		\$1,211.00	
28 Oct 2021	27 Oct 2021	Payment received		\$8,356.00	\$8,644.00 CR
1 Aug 2021	1 Aug 2021	General interest charge			\$288.00 CR
30 Jul 2021	28 Jul 2021	Original Activity Statement for the period ending 30 Jun 21	\$20,814.00		\$288.00 CR
30 Jul 2021	28 Jul 2021	- GST	\$11,247.00		
30 Jul 2021	28 Jul 2021	- PAYG Instalments	\$9,567.00		
26 Jul 2021	23 Jul 2021	Payment received		\$20,814.00	\$21,102.00 CR
4 May 2021	28 Apr 2021	Original Activity Statement for the period ending 31 Mar 21	\$19,758.00		\$288.00 CR
4 May 2021	28 Apr 2021	- GST	\$10,191.00		
4 May 2021	28 Apr 2021	- PAYG Instalments	\$9,567.00		
27 Apr 2021	23 Apr 2021	Payment received		\$19,758.00	\$20,046.00 CR



99

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
12 Feb 2021	2 Mar 2021	Original Activity Statement for the period ending 31 Dec 20	\$18,081.00		\$288.00 CR
12 Feb 2021	2 Mar 2021	- GST	\$8,514.00		
12 Feb 2021	2 Mar 2021	- PAYG Instalments	\$9,567.00		





108

## Income tax 551

Date generated	19 May 2023
Overdue	\$0.00
Not yet due	\$0.00
Balance	\$0.00

## Transactions

8 results found - from 19 May 2021 to 19 May 2023 sorted by processed date ordered newest to oldest

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
8 Aug 2022	11 Aug 2022	Cheque refund for Income Tax for the period from 01 Jul 20 to 30 Jun 21	\$2,697.00		\$0.00
8 Aug 2022	4 Aug 2022	Repaid EFT refund for Income Tax for the period from 01 Jul 20 to 30 Jun 21		\$2,697.00	\$2,697.00 CR
1 Aug 2022	4 Aug 2022	EFT refund for Income Tax for the period from 01 Jul 20 to 30 Jun 21	\$2,697.00		\$0.00
1 Aug 2022	1 Aug 2022	Interest on overpayment for Income Tax for the period from 01 Jul 20 to 30 Jun 21		\$3.10	\$2,697.00 CR
31 Jul 2022	16 May 2022	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 20 to 30 Jun 21		\$2,693.90	\$2,693.90 CR
1 Oct 2021	1 Jul 2021	General interest charge			\$0.00
24 Sep 2021	17 May 2021	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 19 to 30 Jun 20	\$17,626.05		\$0.00

<b>Processed date</b>	<b>Effective date</b>	<b>Description</b>	<b>Debit (DR)</b>	<b>Credit (CR)</b>	<b>Balance</b>
30 Jun 2021	29 Jun 2021	Payment received		\$17,626.05	\$17,626.05 CR





101

**Agent** BLOSSOM ACCOUNTANTS &  
BUSINESS ADVISER  
**Client** THE TRUSTEE FOR NARDONE  
INVESTMENTS  
SUPERANNUATION FUND  
**ABN** 83 020 686 021

## Print activity statement

Account	Period	Document ID	GST accounting method
Activity statement – 001 – THE TRUSTEE FOR NARDONE INVESTMENTS SUPERANNUATION FUND	Oct 2021 – Dec 2021	45095979085	Cash

<b>Receipt ID</b>	Unavailable
<b>Date lodged</b>	03 February 2022
<b>Payment due date</b>	28 February 2022

## Statement summary

Description	Reported Value	Owed to ATO	Owed by ATO
<b>Goods and services tax (GST)</b>			
1A Owed to ATO		\$13,195.00	
1B Owed by ATO			\$6,635.00
G1 Total sales	\$145,145.00		
Does this include GST?			
<b>PAYG tax withheld</b>			
4 Income tax withheld amount		\$0.00	
W1 Total salary, wages and other payments	\$0.00		
W2 Amount withheld from total salary, wages and other payments	\$0.00		
W3 Other amounts withheld	\$0.00		
W4 Amount withheld where ABN not quoted	\$0.00		
<b>PAYG income tax instalment</b>			
5A Owed to ATO		\$4,115.00	
5B Owed by ATO			\$0.00





102

**Agent** BLOSSOM ACCOUNTANTS &  
BUSINESS ADVISER  
**Client** THE TRUSTEE FOR NARDONE  
INVESTMENTS  
SUPERANNUATION FUND  
**ABN** 83 020 686 021

Print activity statement

Account	Period	Document ID	GST accounting method
Activity statement – 001 – THE TRUSTEE FOR NARDONE INVESTMENTS SUPERANNUATION FUND	Jan 2022 – Mar 2022	45156379173	Cash

**Receipt ID** Unavailable  
**Date lodged** 04 May 2022  
**Payment due date** 28 April 2022

Statement summary

Description	Reported Value	Owed to ATO	Owed by ATO
<b>Goods and services tax (GST)</b>			
1A Owed to ATO		\$11,364.00	
1B Owed by ATO			\$3,580.00
G1 Total sales	\$125,004.00		
Does this include GST?			
<b>PAYG tax withheld</b>			
4 Income tax withheld amount		\$0.00	
W1 Total salary, wages and other payments	\$0.00		
W2 Amount withheld from total salary, wages and other payments	\$0.00		
W3 Other amounts withheld	\$0.00		
W4 Amount withheld where ABN not quoted	\$0.00		
<b>PAYG income tax instalment</b>			
5A Owed to ATO		\$6,841.00	
5B Owed by ATO			\$0.00







103

**Agent** BLOSSOM ACCOUNTANTS &  
BUSINESS ADVISER  
**Client** THE TRUSTEE FOR NARDONE  
INVESTMENTS  
SUPERANNUATION FUND  
**ABN** 83 020 686 021

## Print activity statement

Account	Period	Document ID	GST accounting method
Activity statement – 001 – THE TRUSTEE FOR NARDONE INVESTMENTS SUPERANNUATION FUND	Apr 2022 – Jun 2022	49620360525	Cash

<b>Receipt ID</b>	Unavailable
<b>Date lodged</b>	14 July 2022
<b>Payment due date</b>	28 July 2022

## Statement summary

Description	Reported Value	Owed to ATO	Owed by ATO
<b>Goods and services tax (GST)</b>			
1A Owed to ATO		\$15,287.00	
1B Owed by ATO			\$18,648.00
G1 Total sales	\$168,157.00		
Does this include GST?			
<b>PAYG tax withheld</b>			
4 Income tax withheld amount		\$0.00	
W1 Total salary, wages and other payments	\$0.00		
W2 Amount withheld from total salary, wages and other payments	\$0.00		
W3 Other amounts withheld	\$0.00		
W4 Amount withheld where ABN not quoted	\$0.00		
<b>PAYG income tax instalment</b>			
5A Owed to ATO		\$6,841.00	
5B Owed by ATO			\$0.00





104

**Agent** BLOSSOM ACCOUNTANTS &  
BUSINESS ADVISER  
**Client** THE TRUSTEE FOR NARDONE  
INVESTMENTS  
SUPERANNUATION FUND  
**ABN** 83 020 686 021

## Print activity statement

Account	Period	Document ID	GST accounting method
Activity statement – 001 – THE TRUSTEE FOR NARDONE INVESTMENTS SUPERANNUATION FUND	Jul 2021 – Sep 2021	45035796178	Cash

<b>Receipt ID</b>	Unavailable
<b>Date lodged</b>	02 November 2021
<b>Payment due date</b>	28 October 2021

## Statement summary

Description	Reported Value	Owed to ATO	Owed by ATO
<b>Goods and services tax (GST)</b>			
1A Owed to ATO		\$10,434.00	
1B Owed by ATO			\$11,645.00
G1 Total sales	\$114,774.00		
Does this include GST?			
<b>PAYG tax withheld</b>			
4 Income tax withheld amount		\$0.00	
W1 Total salary, wages and other payments	\$0.00		
W2 Amount withheld from total salary, wages and other payments	\$0.00		
W3 Other amounts withheld	\$0.00		
W4 Amount withheld where ABN not quoted	\$0.00		
<b>PAYG income tax instalment</b>			
5A Owed to ATO		\$9,567.00	
5B Owed by ATO			\$0.00





# Nardone Superannuation Fund (10 for \$10)

105

## Transaction Report

July 2015 - June 2022

DATE	NAME	MEMO/DESCRIPTION	AMOUNT	BALANCE
Joint Venture - Andrea Way				
Development Costs				
30/06/2016			168,750.48	168,750.48
30/06/2018			72,761.75	241,512.23
30/06/2018			-168,750.48	72,761.75
02/12/2019		4496toSup4501share	-2,000.00	70,761.75
25/06/2020		20% dividend distribution	-2,400.00	68,361.75
30/06/2020		distribution	3,586.04	71,947.79
28/10/2020		AndreaWay20percent	-1,200.00	70,747.79
29/12/2020		20PecentpaidToSupe	-900.00	69,847.79
9/03/2021		20percent To4501	-1,000.00	68,847.79
21/06/2021		AndreaWay20percent	-800.00	68,047.79
30/06/2021		Profit distrinution	-3,900.00	64,147.79
30/06/2021		20% Share in Andrea Wat	3,287.17	67,434.96
09/06/2022		20% rent from Andrea way	-2,400.00	65,034.96
<b>Total for Development Costs</b>			<b>A\$65,034.96</b>	
<b>Total for Joint Venture - Andrea Way</b>			<b>A\$65,034.96</b>	
<b>TOTAL</b>			<b>A\$65,034.96</b>	



# Beneficiary – ST GIORGIO PTY LTD T/F NARDONE INVESTMENT SUPERANNUATION FUND

106

Tax File Number TFN Recorded Entity code **U** S - SMSF

NAME OF COMPANY / PARTNERSHIP / TRUST ETC

ST GIORGIO PTY LTD T/F  
NARDONE INVESTMENT  
SUPERANNUATION  
FUND

## RESIDENTIAL / BUSINESS ADDRESS

Address	Town/City	State	Postcode
26 Tweedale Rd	Applecross	WA	6153

Distribution type	Percentage	Distribution Percentage	100%
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Assessment calculation code		<b>V</b>	35
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Inter Vivos - Resident beneficiary - A trustee

Share of income of the trust estate	<b>W</b>	\$0.00
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Credit for tax withheld – foreign resident withholding (excluding capital gains)	<b>L</b>	\$0.00
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Australian franking credits from a New Zealand franking company	<b>N</b>	\$0.00
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## SHARE OF INCOME

Primary production	<b>A</b>	
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PP - NCMI	<b>A1</b>	\$0.00
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PP - Excluded from NCMI	<b>A2</b>	\$0.00
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Non-primary production	<b>B</b>	\$61,537.00
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NPP - NCMI	<b>B1</b>	\$0.00
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NPP - Excluded from NCMI	<b>B2</b>	\$0.00
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Credit for tax withheld where ABN not quoted	<b>C</b>	\$0.00
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Franked distributions	<b>U</b>	\$0.00
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Franking credit	<b>D</b>	\$0.00
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TFN amounts withheld	<b>E</b>	\$0.00
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Share of credit for TFN amounts withheld from payments from closely held trusts	<b>O</b>	\$0.00
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Capital gains	<b>F</b>	\$0.00
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NCMI capital gains	<b>F1</b>	\$0.00
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Excluded from NCMI capital gains	<b>F2</b>	\$0.00
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Success Tax Professionals

REGISTERED TAX AGENTS & PUBLIC ACCOUNTANTS  
ESSAY BUSINESS SERVICES PTY LTD  
ABN: 50 131 907 232

107

PO Box 238  
Midland WA 6936

15 Sayer Street  
Midland WA 6056

2 Hensbrook Loop  
Forrestdale WA - 6112

Tel: (08)9274 2844

info@stpmidland.com.au  
www.blossomfg.com.au

# TAX INVOICE

ST GIORGIO PTY LTD T/F NARDONE INVESTMENT  
SUPERANNUATION FUND  
26 Tweedale Rd  
APPLECROSS WA 6153

Date 14 Jun 2022  
Invoice Number 015154

Description	Amount
SMSF Audit Preparation of the compliance and financial audit for the year ended 30 June 2021 Work completed for: Preparation of supporting work papers - Preparation of audit report. - Lodgement of Audit Report with ATO	1,000.00
ST GIORGIO PTY LTD T/F NARDONE INVESTMENT SUPERANNUATION FUND	
Subtotal	1,000.00
Total GST 10%	100.00
Invoice Total	1,100.00
Less Payments & Credits	0.00
<b>Amount Due</b>	<b>1,100.00</b>

Due Date 21 Jun 2022

Paid 17/6/22  
Rec: 00307986

## PAYMENT ADVICE

From: ST GIORGIO PTY LTD T/F  
NARDONE INVESTMENT  
SUPERANNUATION FUND  
Invoice Number: 015154

Amount Due: \$1,100.00  
Due Date: 21 Jun 22

Amount Paid:

by Credit Card  

by Cheque  
 by Direct Credit

Number:

Name on Credit card:  CVC:

Signature:  Expiry date:

DIRECT CREDIT:  
BSB: 086 334  
Acc No: 31 209 2709  
Please quote Invoice No:  
015154

108



# Success Tax Professionals

REGISTERED TAX AGENTS  
& PUBLIC ACCOUNTANTS  
ESSAY BUSINESS SERVICES PTY LTD  
ABN: 50 131 907 232

PO Box 238  
Midland WA 6936

15 Sayer Street  
Midland WA 6056

2 Hensbrook Loop  
Forrestdale WA - 6112

Tel: (08)9274 2844

info@stpmidland.com.au  
www.blossomfg.com.au

## TAX INVOICE

*Paid 17/6/22  
Rec: 00305564*

ST GIORGIO PTY LTD T/F NARDONE INVESTMENT  
SUPERANNUATION FUND  
26 Tweedale Rd  
APPLECROSS WA 6153

Date  
Invoice Number

14 Jun 2022  
015155

### Description

Amount

ACCOUNT TO PROFESSIONAL SERVICES RENDERED: Preparation of Financial Statements for the year ended 30th June 2021. \$7320 Preparation of Superannuation Fund Income Tax Return for the year ended 30th June 2021 Input and reconcile various Bank accounts. Compiling and lodging Income Tax Return for the year ended 30th June 2021. Attended to various Compliance's for Superannuation Fund. Preparation of various Minutes for the year ended 30th June 2021 Various ongoing support and phone calls related to Financial Statements / Superannuation Fund / Tax Affairs / Australia Taxation Office etc. Worked on the Transfer balance cap/Minimum pension/rollovers Work completed for: - Depreciation - Code And Reconcile Accounts. - Review ATO Running Balance Account. - Review expenditure. - Calculate Tax Payable On Investment Earnings. - Liaise with auditor. - Reconciliation of Loan Accounts. - Rental Income Reconciliation. - Calculate Member Balances, Preservation & Components. - Preparation of actuarial certificate for pension assets - Recalculate the minimum pensions - Tony pension - Tax free portion, minimum payment - "F" - ST GIORGIO PTY LTD T/F NARDONE INVESTMENT SUPERANNUATION FUND "C" - ST GIORGIO PTY LTD	7,745.45
Preparation of Trust Income Tax Return & Financial Statements for the year ended 30th of June 2021 \$1200 Compiling and lodging Income Tax Returns & Financial Statements for the year ended 30th of June 2021 Input and Reconcile Bank Statements and various other accounts. Work completed for: - Reconcile various accounts - Purchase of property - Distribution of Trust income- Trust distribution minutes "T"- ITACA PTY LTD ATF KARDINYA PROPERTY TRUST	

### PAYMENT ADVICE

From: ST GIORGIO PTY LTD T/F  
NARDONE INVESTMENT  
SUPERANNUATION FUND  
Invoice Number: 015155

Amount Due: \$8,700.00  
Due Date: 21 Jun 22

Amount Paid:

by Credit Card  

by Cheque  
 by Direct Credit

Number:

Name on Credit card:  CVC:

Signature:  Expiry date:  /

DIRECT CREDIT:  
BSB: 086 334  
Acc No: 31 209 2709  
Please quote Invoice No:  
015155

109

Description	Amount
Acturial Certificate Charges PAID to actury	163.64
Subtotal	7,909.09
Total GST 10%	790.91
Invoice Total	8,700.00
Less Payments & Credits	0.00
<b>Amount Due</b>	<b>8,700.00</b>

Due Date 21 Jun 2022



