

**Rancic, Tanya**

Date	Transaction Description	Ledger Data				SuperStream Data					
		Contribution Type	Concessional	Non-Concession	Other	Reserves	Contribution	Employer	Concessional	Non-Concess	Other
09/07/2021	SuperChoice P/L PC080721-	Employer	572.85								
23/07/2021	008907481 50 SuperChoice P/L PC220721-	Employer	572.85								
06/08/2021	043982710 50 SuperChoice P/L PC050821-	Employer	572.85								
20/08/2021	017367807 50 SuperChoice P/L PC190821-	Employer	572.85								
03/09/2021	033819733 50 SuperChoice P/L PC020921-	Employer	572.85								
17/09/2021	061953347 50 SuperChoice P/L PC160921-	Employer	572.85								
01/10/2021	094071527 50 SuperChoice P/L PC300921-	Employer	572.85								
15/10/2021	094085337 50 SuperChoice P/L PC141021-	Employer	413.01								
29/10/2021	002668100 50 SuperChoice P/L PC281021-	Employer	429.42								
12/11/2021	071593388 50 SuperChoice P/L PC111121-	Employer	320.83								
26/11/2021	071608384 50 SuperChoice P/L PC251121-	Employer	428.47								
10/12/2021	071622744 50 SuperChoice P/L PC091221-	Employer	320.83								
24/12/2021	071637696 50 SuperChoice P/L PC231221-	Employer	425.55								
07/01/2022	016956916 50 SuperChoice P/L PC060122-	Employer	320.83								
21/01/2022	062842150 50 SuperChoice P/L PC200122-	Employer	451.84								
	062856270 50										

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# Linnett Family Trust T/As Manly Management Pty Ltd

www.manlymanagement.com.au  
 manager@manlymanagement.com.au  
 1/190 Queens Road  
 Nudgee QLD 4014  
 ABN: 74274245443  
 Licence: 3573661

## Folio Summary

Rancic Property P/L TTE ATF Rancic Property Trust  
 2/16 Jannie Ct  
 Labrador QLD 4215

Folio: OWN02177  
 From: 1/07/2021  
 To: 30/06/2022  
 Created: 3/07/2022

<b>Money In</b>	<b>Money Out</b>	<b>Balance</b>
<b>\$17,849.70</b>	<b>\$1,736.13</b>	<b>\$16,113.57</b>

Account	Included Tax	Money Out	Money In
<b>81/88 Cecily St, Kallangur QLD</b>			
Rent			\$17,040.00
Tenant Water Usage Reimbursement			\$89.70
17-Management Fee (LINX)	\$142.08	\$1,562.88	
17-Repairs & Maint (LINX)	\$15.25	\$167.75	
17-Water Meter Invoicing (LINX)	\$0.50	\$5.50	
Subtotal		<u>\$1,736.13</u>	<u>\$17,129.70</u>
<b>Account Transactions</b>			
Rent			\$720.00
Subtotal		<u>\$0.00</u>	<u>\$720.00</u>
<b>Total</b>		<u>\$1,736.13</u>	<u>\$17,849.70</u>
Total Tax on Money Out: \$157.83			

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Rancic Property P/L TTE ATF Rancic Property Trust  
2/16 Jannie Ct  
Labrador QLD 4215

**Tax Invoice**  
Account OWN02177  
Statement #1  
1 Oct 2021

Money In	\$720.00
Money Out	\$63.36
You Received	\$0.00

### Details for Account OWN02177

	Money Out	Money In
Balance brought forward		\$0.00
<b>81/88 Cecily St, Kallangur QLD 4503</b>		
Rented for \$420.00 per week		
17.081ED Erica May SMITH & Dawid Venter MAARTENS paid to 11/10/2021		
17.081 commission on settlement rent *	\$63.36	
<b>Total</b>	<b>\$63.36</b>	<b>\$0.00</b>

### Account Transactions

Transfer rent to new owner		\$720.00
Payment of \$656.64 was withheld		
<b>Balance remaining</b>		<b>\$656.64</b>

### GST Summary

Total Tax on agency fees	\$5.76
(* includes Tax)	

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Licence: 3573661

## Tax Invoice

Account OWN02177  
Statement #2  
3 Oct 2021

Rancic Property P/L TTE ATF Rancic Property Trust  
2/16 Jannie Ct  
Labrador QLD 4215

Money In	\$0.00
Money Out	\$0.00
<b>You Received</b>	<b>\$656.64</b>

### Details for Account OWN02177

Balance brought forward

Money Out Money In  
\$656.64

### 81/88 Cecily St, Kallangur QLD 4503

Rented for \$420.00 per week

17.081ED Erica May SMITH & Dawid Venter MAARTENS paid to 11/10/2021

(no activity)

Total \$0.00 \$0.00

### Account Transactions

Withdrawal by EFT to owner 17.081 Rancic Property P/L TTE

\$656.64

[EFT Transfer to: 17.081 Rancic Property P/L TTE, (182512) - \*\*\*468]

Balance remaining \$0.00

### GST Summary

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# Linnett Family Trust T/As Manly Management Pty

Ltd

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Rancic Property P/L TTE ATF Rancic Property Trust  
2/16 Jannie Ct  
Labrador QLD 4215

**Tax Invoice**  
Account OWN02177  
Statement #3  
1 Nov 2021

Money In	\$2,010.00
Money Out	\$176.88
<b>You Received</b>	<b>\$1,833.12</b>

## Details for Account OWN02177

	Money Out	Money In
Balance brought forward		\$0.00
<b>81/88 Cecily St, Kallangur QLD 4503</b>		
Rented for \$420.00 per week		
17.081ED Erica May SMITH & Dawid Venter MAARTENS paid to 7/11/2021		
17.081CD Catherine May DARROCH moves in on 20/11/2021 paid to 26/11/2021		
Rent paid to 25/10/2021 (previously paid to 11/10/2021)		\$840.00
Rent paid to 26/11/2021 (moved in 20/11/2021)		\$420.00
Tenant 17.081CD Catherine May DARROCH		
Rent paid to 1/11/2021 with part payment of \$330.00 (previously paid to 25/10/2021)		\$750.00
17-Management Fee (LINX) *	\$176.88	
<b>Total</b>	<b>\$176.88</b>	<b>\$2,010.00</b>

## Account Transactions

Withdrawal by EFT to owner 17.081 Rancic Property P/L TTE [EFT Transfer to: 17.081 Rancic Property P/L TTE, (182512) - ****468]	\$1,833.12	
Balance remaining		\$0.00

## GST Summary

Total Tax on agency fees	\$16.08
(* includes Tax)	

2.5



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Rancic Property P/L TTE ATF Rancic Property Trust  
2/16 Jannie Ct  
Labrador QLD 4215

**Tax Invoice**  
Account OWN02177  
Statement #4  
1 Dec 2021

<b>Money In</b>	<b>\$2,049.00</b>
<b>Money Out</b>	<b>\$209.88</b>
<b>You Received</b>	<b>\$1,839.12</b>

### Details for Account OWN02177

	Money Out	Money In
Balance brought forward		\$0.00
<b>81/88 Cecily St, Kallangur QLD 4503</b>		
<b>Rented for \$420.00 per week</b>		
<b>17.081CD Catherine May DARROCH paid to 17/12/2021</b>		
Rent paid to 19/11/2021 (previously paid to 1/11/2021 + \$330.00)		\$750.00
Tenant 17.081ED Erica May SMITH & Dawid Venter MAARTENS		
Rent paid to 10/12/2021 (previously paid to 26/11/2021)		\$840.00
Rent paid to 17/12/2021 (previously paid to 10/12/2021)		\$420.00
Final Water Invoice 14/09/21 - 19/11/2021 (32KL - 22KL = 10kl)		\$39.00
Tighten Clothesline & Replace 1x downlight - Manly Management - Maintenance *	\$33.00	
17-Management Fee (LINX) *	\$176.88	
<b>Total</b>	<b>\$209.88</b>	<b>\$2,049.00</b>

### Account Transactions

Withdrawal by EFT to owner 17.081 Rancic Property P/L TTE	\$1,839.12	
[EFT Transfer to: 17.081 Rancic Property P/L TTE, (182512) - ***468]		
<b>Balance remaining</b>		<b>\$0.00</b>

### GST Summary

Total Tax on attached expenses	\$3.00
Total Tax on agency fees	\$16.08

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# Linnett Family Trust T/As Manly Management Pty

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Rancic Property P/L TTE ATF Rancic Property Trust  
2/16 Jannie Ct  
Labrador QLD 4215

**Tax Invoice**  
Account OWN02177  
Statement #5  
1 Jan 2022

Money In	\$2,103.90
Money Out	\$184.80
<b>You Received</b>	<b>\$1,919.10</b>

## Details for Account OWN02177

	Money Out	Money In
Balance brought forward		\$0.00
<b>81/88 Cecily St, Kallangur QLD 4503</b>		
Rented for \$420.00 per week		
17.081CD Catherine May DARROCH paid to 21/01/2022		
Rent paid to 24/12/2021 (previously paid to 17/12/2021)		\$420.00
Rent paid to 31/12/2021 (previously paid to 24/12/2021)		\$420.00
Rent paid to 7/01/2022 (previously paid to 31/12/2021)		\$420.00
Rent paid to 14/01/2022 (previously paid to 7/01/2022)		\$420.00
Rent paid to 21/01/2022 (previously paid to 14/01/2022)		\$420.00
Water Usage from 20/11/21 - 03/12/21 (33KL - 32KL = 1KL)		\$3.90
17-Management Fee (LINX) *	\$184.80	
<b>Total</b>	<b>\$184.80</b>	<b>\$2,103.90</b>

## Account Transactions

Withdrawal by EFT to owner 17.081 Rancic Property P/L TTE [EFT Transfer to: 17.081 Rancic Property P/L TTE, (182512) - ***468]	\$1,919.10	
Balance remaining		\$0.00

## GST Summary

Total Tax on agency fees (* includes Tax)	\$16.80
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# Linnett Family Trust T/As Manly Management Pty

Ltd

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## Tax Invoice

Account OWN02177  
Statement #6  
1 Feb 2022

Rancic Property P/L TTE ATF Rancic Property Trust  
2/16 Jannie Ct  
Labrador QLD 4215

Money In	\$1,680.00
Money Out	\$147.84
<b>You Received</b>	<b>\$1,532.16</b>

### Details for Account OWN02177

	Money Out	Money In
Balance brought forward		\$0.00
<b>81/88 Cecily St, Kallangur QLD 4503</b>		
Rented for \$420.00 per week		
17.081CD Catherine May DARROCH paid to 18/02/2022		
Rent paid to 4/02/2022 (previously paid to 21/01/2022)		\$840.00
Rent paid to 18/02/2022 (previously paid to 4/02/2022)		\$840.00
17-Management Fee (LINX) *	\$147.84	
<b>Total</b>	<b>\$147.84</b>	<b>\$1,680.00</b>

### Account Transactions

Withdrawal by EFT to owner 17.081 Rancic Property P/L TTE [EFT Transfer to: 17.081 Rancic Property P/L TTE, (182512) - ****468]	\$1,532.16	
Balance remaining		\$0.00

### GST Summary

Total Tax on agency fees (* includes Tax)	\$13.44
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# Linnett Family Trust T/As Manly Management Pty

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Rancic Property P/L TTE ATF Rancic Property Trust  
2/16 Jannie Ct  
Labrador QLD 4215

**Tax Invoice**  
Account OWN02177  
Statement #7  
1 Mar 2022

Money In	\$1,680.00
Money Out	\$153.34
<b>You Received</b>	<b>\$1,526.66</b>

### Details for Account OWN02177

	Money Out	Money In
Balance brought forward		\$0.00
<b>81/88 Cecily St, Kallangur QLD 4503</b>		
Rented for \$420.00 per week		
17.081CD Catherine May DARROCH paid to 18/03/2022		
Rent paid to 4/03/2022 (previously paid to 18/02/2022)		\$840.00
Rent paid to 18/03/2022 (previously paid to 4/03/2022)		\$840.00
17-Management Fee (LINX) *	\$147.84	
Admin Fee Water Meter Invoicing Oct - Dec 21 *	\$5.50	
<b>Total</b>	<b>\$153.34</b>	<b>\$1,680.00</b>

### Account Transactions

Withdrawal by EFT to owner 17.081 Rancic Property P/L TTE [EFT Transfer to: 17.081 Rancic Property P/L TTE, (182512) - ***468]	\$1,526.66	
Balance remaining		\$0.00

### GST Summary

Total Tax on agency fees (* includes Tax)	\$13.94
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# Linnett Family Trust T/As Manly Management Pty

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Rancic Property P/L TTE ATF Rancic Property Trust  
2/16 Jannie Ct  
Labrador QLD 4215

**Tax Invoice**  
Account OWN02177  
Statement #8  
1 Apr 2022

Money In	\$1,680.00
Money Out	\$147.84
<b>You Received</b>	<b>\$1,532.16</b>

### Details for Account OWN02177

	Money Out	Money In
Balance brought forward		\$0.00
<b>81/88 Cecily St, Kallangur QLD 4503</b>		
Rented for \$420.00 per week		
17.081CD Catherine May DARROCH paid to 15/04/2022		
Rent paid to 1/04/2022 (previously paid to 18/03/2022)		\$840.00
Rent paid to 15/04/2022 (previously paid to 1/04/2022)		\$840.00
17-Management Fee (LINX) *	\$147.84	
<b>Total</b>	<b>\$147.84</b>	<b>\$1,680.00</b>

### Account Transactions

Withdrawal by EFT to owner 17.081 Rancic Property P/L TTE [EFT Transfer to: 17.081 Rancic Property P/L TTE, (182512) - ***468]	\$1,532.16	
Balance remaining		\$0.00

### GST Summary

Total Tax on agency fees (* includes Tax)	\$13.44
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2.10



# Linnett Family Trust T/As Manly Management Pty

Ltd

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Rancic Property P/L TTE ATF Rancic Property Trust  
2/16 Jannie Ct  
Labrador QLD 4215

**Tax Invoice**  
Account OWN02177  
Statement #9  
1 May 2022

Money In	\$1,726.80
Money Out	\$147.84
<b>You Received</b>	<b>\$1,578.96</b>

## Details for Account OWN02177

	Money Out	Money In
Balance brought forward		\$0.00
<b>81/88 Cecily St, Kallangur QLD 4503</b>		
Rented for \$420.00 per week		
17.081CD Catherine May DARROCH paid to 13/05/2022		
Rent paid to 29/04/2022 (previously paid to 15/04/2022)		\$840.00
Rent paid to 13/05/2022 (previously paid to 29/04/2022)		\$840.00
Water Invoice 03/12/21 - 11/03/2022 (45KLS - 33KLS = 12KLS)		\$46.80
17-Management Fee (LINX) *	\$147.84	
<b>Total</b>	<b>\$147.84</b>	<b>\$1,726.80</b>

## Account Transactions

Withdrawal by EFT to owner 17.081 Rancic Property P/L TTE [EFT Transfer to: 17.081 Rancic Property P/L TTE, (182512) - ***468]	\$1,578.96	
<b>Balance remaining</b>		<b>\$0.00</b>

## GST Summary

Total Tax on agency fees (* includes Tax)	\$13.44
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2.11



# Linnett Family Trust T/As Manly Management Pty

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## Tax Invoice

Account OWN02177  
Statement #10  
1 Jun 2022

Rancic Property P/L TTE ATF Rancic Property Trust  
2/16 Jannie Ct  
Labrador QLD 4215

Money In	\$1,680.00
Money Out	\$147.84
<b>You Received</b>	<b>\$1,532.16</b>

### Details for Account OWN02177

Balance brought forward

Money Out Money In  
\$0.00

### 81/88 Cecily St, Kallangur QLD 4503

Rented for \$420.00 per week

17.081CD Catherine May DARROCH paid to 10/06/2022

Rent paid to 27/05/2022 (previously paid to 13/05/2022)

\$840.00

Rent paid to 10/06/2022 (previously paid to 27/05/2022)

\$840.00

17-Management Fee (LINX) \*

\$147.84

Total

\$147.84 \$1,680.00

### Account Transactions

Withdrawal by EFT to owner 17.081 Rancic Property P/L TTE

\$1,532.16

[EFT Transfer to: 17.081 Rancic Property P/L TTE, (182512) - \*\*\*468]

Balance remaining

\$0.00

### GST Summary

Total Tax on agency fees

\$13.44

(\* includes Tax)

2.12



# Linnett Family Trust T/As Manly Management Pty

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2/16 Jannie Ct  
Labrador QLD 4215

**Tax Invoice**  
Account OWN02177  
Statement #11  
1 Jul 2022

Money In	\$2,520.00
Money Out	\$356.51
<b>You Received</b>	<b>\$2,163.49</b>

### Details for Account OWN02177

	Money Out	Money In
Balance brought forward		\$0.00
<b>81/88 Cecily St, Kallangur QLD 4503</b>		
Rented for \$420.00 per week		
17.081CD Catherine May DARROCH paid to 22/07/2022		
Rent paid to 24/06/2022 (previously paid to 10/06/2022)		\$840.00
Rent paid to 8/07/2022 (previously paid to 24/06/2022)		\$840.00
Rent paid to 22/07/2022 (previously paid to 8/07/2022)		\$840.00
Smoke Alarm Annual Fee 01/07/22 - 30/06/23 - Manly Management - Maintenance *	\$77.00	
Smoke Alarm Annual Fee 01/10/21 - 30/06/22 - Manly Management - Maintenance *	\$57.75	
17-Management Fee (LINX) *	\$221.76	
<b>Total</b>	<b>\$356.51</b>	<b>\$2,520.00</b>

### Account Transactions

Withdrawal by EFT to owner 17.081 Rancic Property P/L TTE [EFT Transfer to: 17.081 Rancic Property P/L TTE, (182512) - ***468]	\$2,163.49	
Balance remaining		\$0.00

### GST Summary

Total Tax on attached expenses	\$12.25
Total Tax on agency fees	\$20.16
(* includes Tax)	

**General tenancy agreement (Form 18a)**

Residential Tenancies and Rooming Accommodation Act 2008

**Part 1 Tenancy details**

<b>Item 1</b>	<b>1.1 Lessor</b>	Name/trading name Rancic Property P/L TTE ATF Rancic Property Trust C/- Linnett Family Trust T/As Manly Management Pty Ltd	
	Address		

C/- Manly Management, 88 Cecily Street		
Kallangur	QLD	Postcode 4503

<b>1.2</b>	Phone	Mobile	Email
	0490 789 570	0490 789 570	northlakes@manlymanagement.com.au

<b>Item 2</b>	<b>2.1 Tenant/s</b>	Tenant 1 Full name/s Catherine May DARROCH	
	Phone 0404 004 938		
		Email catherinedarroch@gmail.com	

Tenant 2	Full name/s
Phone	Email

Tenant 3	Full name/s
Phone	Email

**2.2 Address for service (if different from address of the premises in item 5.1)** Attach a separate list

<b>Item 3</b>	<b>3.1 Agent</b> If applicable. See clause 43	Full name/trading name Manly Management Pty Ltd	
	Address		

Manager's Office, 88 Cecily Street		
Kallangur	QLD	Postcode 4503

<b>3.2</b>	Phone	Mobile	Email
	0490 789 570	0490 789 570	northlakes@manlymanagement.com.au

**Item 4** **Notices may be given to**  
(Indicate if the email is different from item 1, 2 or 3 above)

<b>4.1 Lessor</b>	Email Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Facsimile Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
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<b>4.2 Tenant/s</b>	Email Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Facsimile Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
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<b>4.3 Agent</b>	Email Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Facsimile Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
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<b>Item 5</b>	<b>5.1 Address of the rental premises</b>	81/88 Cecily St	
	Kallangur		
		QLD	Postcode 4503

**5.2 Inclusions provided.** For example, furniture or other household goods let with the premises. Attach list if necessary

Split system AC to living & bedrooms, oven, cooktop, dishwasher, range hood, insinkerator, blinds, remote control garage door
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**Item 6** **6.1 The term of the agreement is**  fixed term agreement  periodic agreement

**6.2 Starting on** 20 / 11 / 2021 **6.3 Ending on** 18 / 11 / 2022

Fixed term agreements only.  
For continuation of tenancy agreement, see clause 6



**General tenancy agreement (Form 18a)**

Residential Tenancies and Rooming Accommodation Act 2008



**Item 7** Rent \$ 420.00 per  week  fortnight  month See clause 8(1)

**Item 8** Rent must be paid on the Inaugural day of each Week  
Insert day. See clause 8(2) Insert week, fortnight or month

**Item 9** **Method of rent payment** Insert the way the rent must be paid. See clause 8(3)  
 EFT - each payment in multiples of weekly or monthly amount

Details for direct credit

BSB no. 034053 Bank/building society/credit union Westpac

Account no. 305161 Account name Manly Management Trust

Payment reference 17081CD

**Item 10** **Place of rent payment** Insert where the rent must be paid. See clause 8(4) to 8(6)

Email notice of payment to office

**Item 11** **Rental bond amount** \$ 1,680.00 See clause 13

**Item 12** **12.1 The services supplied to the premises for which the tenant must pay** See clause 16

Electricity  Yes  No Any other service that a tenant must pay  Yes  No  
 Gas  Yes  No Type NBN, any other service connected by tenant See special terms (page 8)  
 Phone  Yes  No

**12.2 Is the tenant to pay for water supplied to the premises** See clause 17

Yes  No

**Item 13** **If the premises is not individually metered for a service under item 12.1, the apportionment of the cost of the service for which the tenant must pay.** For example, insert the percentage of the total charge the tenant must pay. See clause 16(c)

Electricity  Any other service stated in item 12.1   
 Gas  See special terms (page 8)  
 Phone

**Item 14** **How services must be paid for** Insert for each how the tenant must pay. See clause 16(d)

Electricity Tenants' account, Origin Energy embedded power network (exclusive supplier)

Gas N/A

Phone Tenants' account, direct to supplier

Any other service stated in item 12.1  
See special terms (page 8)

Tenants' account, direct to supplier. NBN New Development Fee - see Special Conditions.

**Item 15** **Number of persons allowed to reside at the premises** 1 See clause 23

**Item 16** **16.1 Are there any body corporate by-laws applicable to the occupation of the premises by a tenant?**  Yes  No  
See clause 22

**16.2 Has the tenant been given a copy of the relevant by-laws** See clause 22  Yes  No

**Item 17** **17.1 Pets approved**  Yes  No See clause 24(1)

**17.2 The types and number of pets that may be kept** See clause 24(2)

Type Male Bengal Cat - 7yo Number 1 Type Female Bengal Cat - 7yo Number 1

**Item 18** **Nominated repairers** Insert name and telephone number for each. See clause 31

Electrical repairs Manly Management Phone 0490 789 570

Plumbing repairs Manly Management Phone 0490 789 570

Other Manly Management Phone 0490 789 570



## Part 2 Standard Terms

### Division 1 Preliminary

#### 1 Interpretation

In this agreement -

- a reference to **the premises** includes a reference to any inclusions for the premises stated in this agreement for item 5.2; and
- a reference to a numbered section is a reference to the section in the Act with that number; and
- a reference to a numbered item is a reference to the item with that number in part 1; and
- a reference to a numbered clause is a reference to the clause of this agreement with that number.

#### 2 Terms of a general tenancy agreement

- This part states, under the *Residential Tenancies and Rooming Accommodation Act 2008 (the Act)*, section 55, the standard terms of a general tenancy agreement.
- The Act also imposes duties on, and gives entitlements to, the lessor and tenant that are taken to be included as terms of this agreement.
- The lessor and tenant may agree on other terms of this agreement (**special terms**).
- A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- A standard term overrides a special term if they are inconsistent.

*Note* - Some breaches of this agreement may also be an offence under the Act, for example, if -

- the lessor or the lessor's agent enters the premises in contravention of the rules of entry under sections 192 to 199; or
- the tenant does not sign and return the condition report to the lessor or the lessor's agent under section 65.

#### 3 More than 1 lessor or tenant

- This clause applies if more than 1 person is named in this agreement for item 1 or 2.
- Each lessor named in this agreement for item 1 must perform all of the lessor's obligations under this agreement.
- Each tenant named in this agreement for item 2 -
  - holds their interest in the tenancy as a tenant in common unless a special term states the tenants are joint tenants; and
  - must perform all the tenant's obligations under this agreement.

### Division 2 Period of tenancy

#### 4 Start of tenancy

- The tenancy starts on the day stated in this agreement for item 6.2.
- However, if no day is stated or if the stated day is before the signing of this agreement, the tenancy starts when the tenant is or was given a right to occupy the premises.

#### 5 Entry condition report - s 65

- The lessor must prepare, in the approved form, sign and give the tenant 1 copy of a condition report for the premises.
- The copy must be given to the tenant on or before the day the tenant occupies the premises under this agreement.
- The tenant must mark the copy of the report to show any parts the tenant disagrees with, and sign and return the copy to the lessor not later than 3 days after the later of the following days -
  - the day the tenant is entitled to occupy the premises;
  - the day the tenant is given the copy of the condition report.

*Note* - A well completed condition report can be very important to help the parties if there is a dispute about the condition of the premises when the tenancy started. For more information about condition reports, see the information statement.

- After the copy of the condition report is returned to the lessor by the tenant, the lessor must copy the condition report and return it to the tenant within 14 days.

#### 6 Continuation of fixed term agreement - s 70

- This clause applies if -
  - this agreement is a fixed term agreement; and
  - none of the following notices are given, or agreements or applications made before the day the term ends (the **end day**) -
    - a notice to leave;
    - a notice of intention to leave;
    - an abandonment termination notice;
    - a notice, agreement or application relating to the death of a sole tenant under section 277(7);
    - a written agreement between the lessor and tenant to end the agreement.
- This agreement, other than a term about this agreement's term, continues to apply after the end day on the basis that the tenant is holding over under a periodic agreement.

*Note* - For more information about the notices, see the information statement.

#### 7 Costs apply to early ending of fixed term agreement

- This clause applies if -
  - this agreement is a fixed term agreement; and
  - the tenant terminates it before the term ends in a way not permitted under the Act.
- The tenant must pay the reasonable costs incurred by the lessor in reletting the premises.

*Note* - For when the tenant may terminate early under the Act, see clause 36 and the information statement. Under section 362, the lessor has a general duty to mitigate (avoid or reduce) the costs.

### Division 3 Rent

#### 8 When, how and where rent must be paid - ss 83 and 85

- The tenant must pay the rent stated in this agreement for item 7.
- The rent must be paid at the times stated in this agreement for item 8.
- The rent must be paid -
  - in the way stated in this agreement for item 9; or
  - in the way agreed after the signing of this agreement by -
    - the lessor or tenant giving the other party a notice proposing the way; and
    - the other party agreeing to the proposal in writing; or
  - if there is no way stated in this agreement for item 9 or no way agreed after the signing of this agreement - in an approved way under section 83(4).
- However, if, after the signing of this agreement, the lessor gives a notice to the tenant stating a different place for payment and the place is reasonable, the rent must be paid at the place while the notice is in force.
- if no place is stated in this agreement for item 10 and there is no notice stating a place, the rent must be paid at an appropriate place.

*Examples of an appropriate place* -

- the lessor's address for service
- the lessor's agent's office

#### 9 Rent in advance - s 87

The lessor may require the tenant to pay rent in advance only if the payment is not more than -

- for a periodic agreement - 2 weeks rent; or
- for a fixed term agreement - 1 month rent.

*Note* - Under section 87(2), the lessor or the lessor's agent must not require a payment of rent under this agreement in a period for which rent has already been paid.

# 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](http://qsuper.qld.gov.au)

Ms Tanya Rancic  
2/16 Jannie Crt  
LABRADOR QLD 4215



Please keep a copy of this statement for your records.

## Section A: Receiving fund

Australian business number (ABN)	89 710-141-669
Fund name	RANCIC SUPER FUND
Postal address	PO BOX R1352
Suburb/town/location	ROYAL EXCHANGE
State/territory	NSW
Postcode	1225
Country	Australia
Unique superannuation identifier (USI)	
Member client identifier	

## Section B: Member's details

Tax file number (TFN)	382-751-439
<b>Full name</b>	
Title	Ms
Surname	Rancic
First given name	Tanya
Other given names	Juanita
Residential address	2/16 JANNIE CRT
Suburb/town/location	LABRADOR
State/territory	QLD
Postcode	4215
Country	AUSTRALIA
Date of birth	23 December 1982
Daytime phone number	
Email address (if applicable)	trancic964@gmail.com



## Section C: Rollover transaction details

Service period start date	30 June 2005
<b>Tax components</b>	
Tax-free component	\$424.68
KiwiSaver tax-free component	\$0.00
Taxable component	
Element taxed in the fund	\$12,927.05
Element untaxed in the fund	\$0.00
<b>Total tax components</b>	<b>\$13,351.73</b>
<b>Preservation amounts</b>	
Preserved amount	\$13,351.73
KiwiSaver preserved amount	\$0.00
Restricted non-preserved amount	\$0.00
Unrestricted non-preserved amount	\$0.00
<b>Total preservation amounts</b>	<b>\$13,351.73</b>

## 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	18 August 2021

3-3

# Rancic Super Fund General Ledger



As at 30 June 2022

Transaction Date	Description	Units	Debit	Credit	Balance \$
<b>Accountancy Fees (30100)</b>					
<u>Accountancy Fees (30100)</u>					
05/11/2021	ADMIN & AUDIT FY21 TD		2,300.00	3-4	2,300.00 DR
21/03/2022	TRANSACT FUNDS TFR TO SIMMONS LIVINGSTON TD		220.00	3-5	2,520.00 DR
21/03/2022	TRANSACT FUNDS TFR TO SIMMONS LIVINGSTON TD		220.00	3-6	2,740.00 DR
			<b>2,740.00</b>		<b>2,740.00 DR</b>

**Total Debits: 2,740.00**

**Total Credits: 0.00**



Date: 05/11/2021

Sapient Superannuation Pty Ltd  
 ABN: 50 166 668 042  
 BSB: 032 002  
 A/c: 95 74 19

To: Rancic Super Fund  
 ABN: 89 710 141 669

Description: 2021 SMSF Accounting Fee - \$1,950.00  
 2021 Unlisted Asset Fee - \$350.00  
 2021 Audit Fee - \$450.00

Amount: \$2,500.00  
 GST: \$250.00  
**Total: \$2,750.00**

- 450 Audit  
 ———  
 \$ 2300 Acc  
 ———



3-5



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

Ms T Rancic  
Rancic Super Pty Ltd  
Unit 2  
16 Jannie Court  
LABRADOR QLD 4215

**Tax Invoice**  
**031032**  
Ref: RANCTC1  
1 March, 2022

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

*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"/> <b>(EFT) - Transfer to our account</b> Account Name Simmons Livingstone & Associates BSB: 064 445 Account: 1052 7520		Ref: RANCTC1 Invoice: 031032 1 March, 2022 <b>Amount Due: \$ 220.00</b>
<input type="checkbox"/> <b>Credit Card</b> (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 ...../.....
<small>Liability limited by a scheme approved under Professional Standards Legislation</small>		



3-6

Ms T Rancic  
Rancic Property Pty Ltd  
Unit 2  
16 Jannie Court  
LABRADOR QLD 4215

**Tax Invoice**  
**031033**  
Ref: RANCTC2  
1 March, 2022

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

*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"/> <b>(EFT) - Transfer to our account</b> Account Name Simmons Livingstone & Associates BSB: 064 445 Account: 1052 7520		Ref: RANCTC2 Invoice: 031033 1 March, 2022 <b>Amount Due: \$ 220.00</b>
<input type="checkbox"/> <b>Credit Card</b> (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"/> <input type="text"/>		<input type="text"/> <input type="text"/> <input type="text"/>
Cardholder ..... Signature .....		Expiry ...../.....

4-1

# Rancic Super Fund General Ledger



As at 30 June 2022

Transaction Date	Description	Units	Debit	Credit	Balance \$
<b>ASIC Fees (30800)</b>					
<u>ASIC Fees (30800)</u>					
10/12/2021	BPAY TO ASIC BP		276.00		276.00 DR
07/02/2022	BPAY TO ASIC BP		56.00		332.00 DR
			<b>332.00</b>		<b>332.00 DR</b>

**Total Debits: 332.00**

**Total Credits: 0.00**





Company: RANCIC PROPERTY PTY LTD ACN 644 888 148

4.2

**Company details**

Date company registered 06-10-2020  
 Company next review date 06-10-2022  
 Company type Australian Proprietary Company  
 Company status Registered  
 Home unit company No  
 Superannuation trustee company No  
 Non profit company No

\$276

**Registered office**

C/- SIMMONS LIVINGSTONE & ASSOCIATES, UNIT 30 , 340 HOPE ISLAND ROAD , HOPE ISLAND QLD 4212

**Principal place of business**

UNIT 2 , 16 JANNIE COURT , LABRADOR QLD 4215

**Officeholders**

RANCIC, TANYA

Born 23-12-1982 at MACKAY QLD

UNIT 2 , 16 JANNIE COURT , LABRADOR QLD 4215

Office(s) held: Director, appointed 06-10-2020  
 Secretary, appointed 06-10-2020

**Company share structure**

Share class	Share description	Number issued	Total amount paid	Total amount unpaid
ORD	ORDINARY	1	1.00	0.00

**Members**

RANCIC, TANYA

UNIT 2 , 16 JANNIE COURT , LABRADOR QLD 4215

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

**Document history**

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

Received	Number	Form	Description	Status
29-03-2022	7EBR05491	484	CHANGE TO COMPANY DETAILS	Processed and imaged
06-10-2020	1ESW02068	201	APPLICATION FOR INCORPORATION (DIVN 1)	Processed and imaged



**ASIC**  
Australian Securities &  
Investments Commission

page 1 of 2

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

4.3

ABN 86 768 265 015

RANCIC SUPER PTY. LTD.  
TANYA RANCIC  
U 2  
16 JANNIE CT  
LABRADOR QLD 4215

14 January 2022

RANCIC SUPER PTY. LTD.  
ABN/ACN/ARBN 644 887 570  
Account No. 22644887570

OVERDUE AMOUNT \$400.00

## OVERDUE REMINDER

Our records indicate that we have not received payment for the above company's annual review fee and/or late payment fees.

As this payment is now overdue, please pay **immediately** to prevent further action. Failure to pay the annual review fee may result in ASIC initiated deregistration of the company.

If this account has been paid in full, thank you and please disregard this notice.

Outstanding transaction details are listed overleaf.

*Pd \$56 separately  
finco \$344  
400*



**ASIC**  
Australian Securities &  
Investments Commission

### PAYMENT SLIP

RANCIC SUPER PTY. LTD.

ACN 644 887 570 Account No. 22644887570



22644887570

TOTAL DUE	\$400.00
<i>Immediately</i>	\$400.00

*Payment options are listed on the back of this payment slip*

Billor Code: 17301  
Ref: 2296448875700



814 129 0002296448875700 81

44

**Transaction Details**

page 2 of 2

	<i>Outstanding Transactions</i>	<i>ASIC reference</i>	<i>\$ Amount</i>
06/10/2021	ANNUAL - SPECIAL PURPOSE PTY COMPANY STATEMENT	3X8248668480PA	\$56.00
09/12/2021	Late Payment Fee 1	3X8248668480PA	\$83.00
09/01/2022	Late Payment Fee 2	3X8248668480PA	\$261.00

**PAYMENT OPTIONS**



Billpay Code: 8929  
Ref: 2296 4488 7570 081

Billers Code: 17301  
Ref: 2296448875700

**Australia Post**

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

**Phone**

Call 13 18 16 to pay by Mastercard or Visa

**On-line**

Go to [postbillpay.com.au](http://postbillpay.com.au) to pay by Mastercard or Visa

**Mail**

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

Use these details for phone or Internet banking. Call your financial institution to pay from your cheque, savings or credit card account. For info: [www.bpay.com.au](http://www.bpay.com.au)



Company: RANCIC SUPER PTY. LTD. ACN 644 887 570

4-5

**Company details**

Date company registered 06-10-2020  
 Company next review date 06-10-2022  
 Company type Australian Proprietary Company  
 Company status Registered  
 Home unit company No  
 Superannuation trustee company Yes  
 Non profit company No

\$56

**Registered office**

C/- SIMMONS LIVINGSTONE & ASSOCIATES, UNIT 30 , 340 HOPE ISLAND ROAD , HOPE ISLAND QLD 4212

**Principal place of business**

UNIT 2 , 16 JANNIE COURT , LABRADOR QLD 4215

**Officeholders**

RANCIC, TANYA  
 Born 23-12-1982 at MACKAY QLD  
 UNIT 2 , 16 JANNIE COURT , LABRADOR QLD 4215  
 Office(s) held: Director, appointed 06-10-2020  
 Secretary, appointed 06-10-2020

**Company share structure**

Share class	Share description	Number issued	Total amount paid	Total amount unpaid
ORD	ORDINARY	1	1.00	0.00

**Members**

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

**Document history**

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

Received	Number	Form	Description	Status
29-03-2022	7EBR05484	484	CHANGE TO COMPANY DETAILS	Processed and imaged
06-10-2020	1ESW01584	201	APPLICATION FOR INCORPORATION (DIVN 1)	Processed and imaged

Date: 01/07/2021

Sapient Superannuation Pty Ltd  
ABN: 50 166 668 042  
BSB: 032 002  
ACC: 957 419

To: Rancic Super Fund  
ABN: 89 710 141 669

Description:

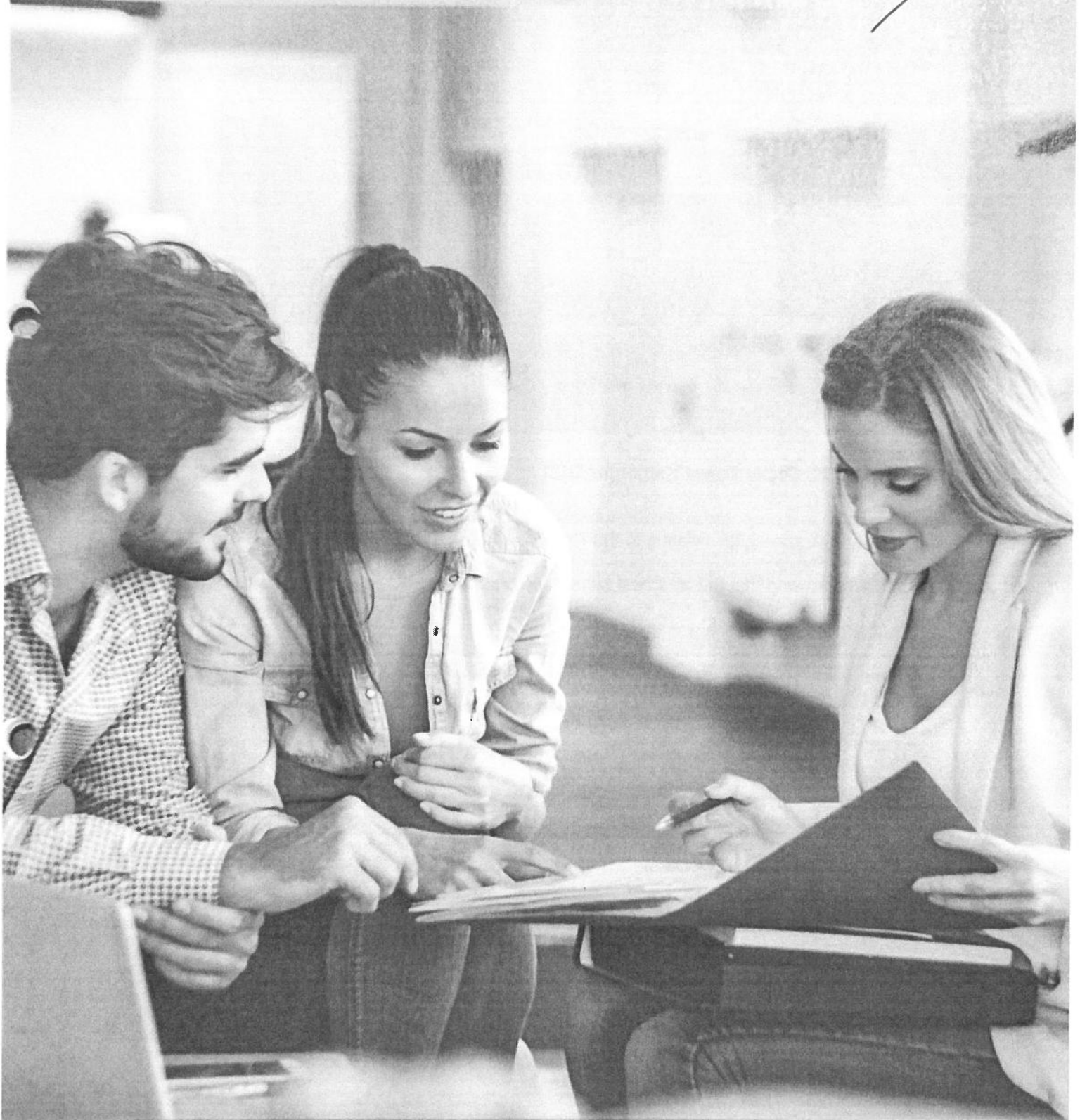
Insurance Implementation Fee

Amount:	\$272.73
GST:	\$27.27
<b>Total:</b>	<b>\$300.00</b>

# DEPRECIATION REPORT

SYDNEY | MELBOURNE | BRISBANE | ADELAIDE | PERTH | SINGAPORE

5.1  
New  
Build.



Your trusted advisors in property tax depreciation.

**NBtax**  
by Napier & Blakeley

5-2

30 September 2021  
File Ref 4503075889.J48927.039

Rancic Property Pty Ltd ACN 644 888 148  
as trustee for Rancic Property Trust  
Unit 2, 16 Jannie Court  
LABRADOR QLD 4215

Dear Sir/Madam

**Property Tax Allowances Schedules**

**Taxpayer: Rancic Property Pty Ltd ACN 644 888 148 as trustee for Rancic Property Trust  
Unit 81, 88 Cecily Street Kallangur QLD**

Further to our proposal and your subsequent commission we are pleased to enclose our tax allowances schedules relating to the Purchase of the above property.

We recommend that the attached schedules be updated on a regular basis to incorporate any additions or disposals during the course of the financial year. Napier & Blakeley would be pleased to facilitate the update.

Should you have any queries please do not hesitate to contact Kristy Bauer or Kah Yao Pih of this office.

Yours faithfully



**NBtax By Napier & Blakeley**

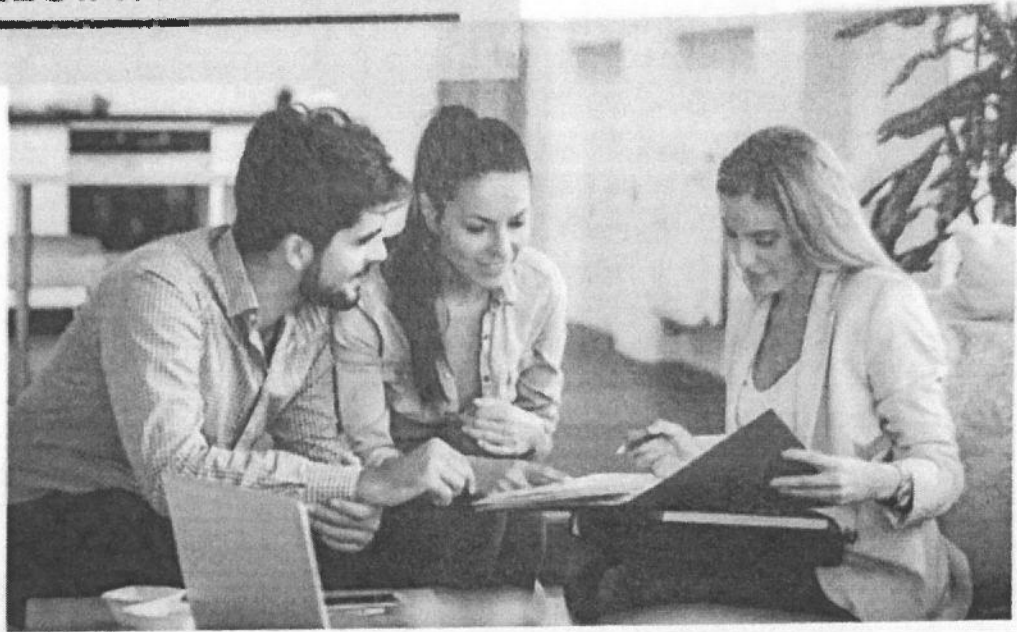
Encl



NBtax by Napier & Blakeley Pty Ltd CAN 006 386 278 ATF Napier & Blakeley  
Unit Trust ABN 87 601 474 307 Quantity Surveyors, Building and Sustainability  
Consultants, Property Depreciation Consultants (Registered Tax Agents)  
**PROPERTY DEPRECIATION MARKET LEADERS SINCE 1985**  
**SYDNEY | MELBOURNE | BRISBANE | ADELAIDE | PERTH | SINGAPORE**

T. 1300 730 382  
E. [info@nbtax.com.au](mailto:info@nbtax.com.au)  
[www.nbtax.com.au](http://www.nbtax.com.au)  
**Brisbane**  
PO Box 703  
BRISBANE QLD 4000

## DEPRECIATION REPORT



Unit 81, 88 Cecily Street  
Kallangur

### Schedule of Property Tax Allowances

Prepared for  
Rancic Property Pty Ltd ACN 644 888  
148 as trustee for Rancic Property Trust

Prepared by  
Napier & Blakeley Pty Ltd  
ACN 006 386 278 ATF  
Napier & Blakeley Unit Trust  
ABN 87 601 474 307  
Level 8  
120 Edward Street  
BRISBANE QLD 4000  
Tel 07 3221 8255 Fax 07 3229 2340

30 September 2021  
File Ref 4503076889.J48927.039



Tax agent  
96260006

NBtax by Napier & Blakeley Pty Ltd CAN 006 386 278 ATF Napier & Blakeley Unit Trust ABN 87 601 474 307 Quantity Surveyors, Building and Sustainability Consultants, Property Depreciation Consultants (Registered Tax Agents)

PROPERTY DEPRECIATION MARKET LEADERS SINCE 1985  
SYDNEY | MELBOURNE | BRISBANE | ADELAIDE | PERTH | SINGAPORE

T. 1300 750 382  
E. [info@nbtax.com.au](mailto:info@nbtax.com.au)  
[www.nbtax.com.au](http://www.nbtax.com.au)

**Brisbane**  
PO Box 703  
BRISBANE QLD 4000



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Tax agent  
56285006

NBtax by Napier & Blakeley Pty Ltd CAN 006 386 278 ATF Napier & Blakeley  
Unit Trust ABN 87 601 474 307 Quantity Surveyors, Building and Sustainability  
Consultants, Property Depreciation Consultants (Registered Tax Agents)

PROPERTY DEPRECIATION MARKET LEADERS SINCE 1985  
SYDNEY | MELBOURNE | BRISBANE | ADELAIDE | PERTH | SINGAPORE

T. 1300 730 382  
E. [info@nbtax.com.au](mailto:info@nbtax.com.au)  
[www.nbtax.com.au](http://www.nbtax.com.au)

**Brisbane**  
PO Box 703  
BRISBANE QLD 4000

**1. Introduction**

Under instructions from Jenny Rootsey of AR Developments Pty Ltd we have prepared capital allowances schedules for the Purchase of the subject property.

The purpose of this report is to provide independent analysis of the capital allowances available under the Income Tax Assessment Act 1997 (ITAA 1997).

This report identifies and evaluates the following allowances:

- Division 40 Depreciation of depreciating assets
- Division 43 Deductions for capital works
  - Buildings
  - Structural improvements

The taxpayer must choose either the diminishing value or the prime cost method of depreciating assets and both schedules are included in this report. The low-value pool schedule should be used in conjunction with the chosen method of depreciating assets.

**2. Certification**

We hereby certify that in our opinion the preceding capital costs relate to:

1. Depreciating assets are calculated in accordance with the Income Tax Assessment Act 1997, Division 40.
2. Capital works deductions calculated in accordance with the Income Tax Assessment Act 1997, Division 43.

**Napier & Blakeley Pty Ltd**  
Level 8  
120 Edward Street  
BRISBANE QLD 4000  
Tel: 07 3221 8255 Fax: 07 3229 2340

**30 September 2021**

### 3. Valuation Methodology

#### 3.1 Division 40 Depreciation of Depreciating Assets

1. The valuation of depreciating assets has been based on a reasonable attribution of the overall capital expenditure as provided for in Section 40-195 ITAA 1997.
2. The schedules have been prepared on the advice that there were no specific values ascribed to depreciating assets in the purchase contract.
3. The apportionment of the purchase price splits the asset into the following categories:
  - Land
  - Depreciating assets
  - Buildings
4. The amount allocated to buildings represents an apportionment of the Purchase price and is not the basis for the Division 43 Deductions for capital works.
5. This apportionment may be of assistance in the calculations of capital gains tax on whole or partial disposal.
6. The effective lives used in calculating depreciation rates are a combination of effective lives taken from TR 2020/3, and the self-assessment of effective lives as provided for in Section 40-105. The guidelines for assessing effective lives in TR 2020/3 have been followed where self-assessment had been undertaken.
7. The depreciation rates adopted in our schedules are in accordance with the legislation in force at the time of acquisition.
8. Low-cost assets (those with a cost under \$1,000) are contained in the low-value pool schedule in accordance with ITAA 1997. They have been depreciated at a rate of 18.75% over the whole year using the diminishing value method. In future years, these assets should be depreciated at 37.5% under the diminishing value method.
9. Our schedules are based on the understanding that the owner of the property is not a small business taxpayer.

#### 3.2 Division 43 Deductions for Capital Works

1. It is a requirement of Division 43 ITAA 1997 that the qualifying expenditure shall be based on the historical cost of construction of the asset.
2. The prime cost rates for deductions for capital works are 2.5% or 4% and are triggered by the date of commencement of the building works, and the type of building. In these schedules the following rates have been used:
  - 2.5% for building works as described in 43-25, 43-75, 43-90 and 43-140 of the Act and which commenced construction after 15 September 1987.
  - 2.5% for external works which qualify as structural improvements as described in Sections 43-20 and 43-140 of the Act, and which commenced construction after 26 February 1992.

**3.3 The Division 43 Deductions for Capital Works Have Either:**

- been based on the actual historical construction cost as advised which has been tested for accuracy against our knowledge of historical costs, or
- been derived from our estimates of the historical construction costs as set out in Tax Ruling 97/25.

**3.4 Information for Substantiation of Schedules**

To assist taxpayers in respect of substantiation requirements under the self-assessment provisions we provide the following:-

1. Date of exchange: Not Advised **5/11/2020**
2. Date of settlement: 29 September 2021
3. Land apportionment in relation to the overall expenditure has been notified as \$33,645 (inclusive of on costs).
4. This report has been prepared on the understanding that all items of depreciating assets listed in the schedules are owned by the taxpayer.
5. The schedules are based on our interpretation of the ITAA 1997, tax cases and tax rulings, all as current at the date of this report and on our understanding of the Commissioner of Taxation's current practices.
6. This schedule is based on the information available to us at the time of preparation. If there are any additions, disposals or changes in ownership of any items, please contact Kristy Bauer or Kah Yao Pih of this office.

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**4. Expenditure Analysed**

1. This report is based on the following overall expenditure:

Purchase price	\$375,000
<b>Total expenditure analysed</b>	<b>\$375,000</b>

2. The historical construction cost has been advised for the entire complex. We have calculated the construction cost for this lot based on applying the lot entitlement to the construction cost of the entire development. The eligible qualifying expenditure for the purposes of calculating the Division 43 Deductions for capital works has been derived from that total by exclusion of depreciating assets and non-eligible expenditure.
3. The lot entitlement for this lot is 1 out of 107.
4. The summary of results includes a figure for the "Balance of capital expenditure". This figure includes both the opening balance for Division 43 capital works and non-eligible expenditure. Non-eligible expenditure includes the difference between the proportion of the purchase price relating to claimable Division 43 capital works and their historical cost and the proportion of the purchase price relating to capital non-deductible items of expenditure.

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**5. Diminishing Value Depreciation Schedule**

**Capital Expenditure Incurred on Depreciating Assets Upon Purchase of  
Unit 81, 88 Cecily Street Kallangur QLD**

Prepared for  
Rancic Property Pty Ltd ACN 644 888 148 as  
trustee for Rancic Property Trust

Prepared by  
Napier & Blakeley Pty Ltd  
ACN 006 386 278 ATF  
Napier & Blakeley Unit Trust  
ABN 87 601 474 307  
Level 8  
120 Edward Street  
BRISBANE QLD 4000  
Tel: 07 3221 8255 Fax: 07 3229 2340

**Purchase of Unit 81, 88 Cecily Street  
Kallangur QLD**

<b>Capital Expenditure Incurred Upon Depreciating Assets</b>	<b>Total Cost 29-Sep-21</b>	<b>Diminishing Value Rate</b>	<b>Depreciation For First 274 Days</b>	<b>WDV 30-Jun-22</b>
	<b>\$</b>	<b>%</b>	<b>\$</b>	<b>\$</b>
<b>Air-conditioning</b>				
1. Room units	18,423	20.00	2,766	15,657
<b>Carpets</b>				
1. Residential	5,707	20.00	857	4,850
<b>Floating Timber Floor Coverings</b>	8,696	13.34	871	7,826
<b>Garage Doors, Automatic</b>				
1. Motors	1,780	20.00	267	1,512
<b>Hot Water Installation</b>				
1. Electric or gas	3,768	16.66	471	3,297
<b>Kitchen Equipment</b>				
1. Dishwashers	1,884	20.00	283	1,601
2. Ovens	2,512	16.66	314	2,198
3. Stoves	1,570	16.66	196	1,374
<b>Total</b>	<b>44,341</b>		<b>6,026</b>	<b>38,315</b>

**6. Prime Cost Depreciation Schedule****Capital Expenditure Incurred on Depreciating Assets Upon Purchase of  
Unit 81, 88 Cecily Street Kallangur QLD**

Prepared for  
Rancic Property Pty Ltd ACN 644 888 148 as  
trustee for Rancic Property Trust

Prepared by  
Napier & Blakeley Pty Ltd  
ACN 006 386 278 ATF  
Napier & Blakeley Unit Trust  
ABN 87 601 474 307  
Level 8  
120 Edward Street  
BRISBANE QLD 4000  
Tel: 07 3221 8255 Fax: 07 3229 2340



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Purchase of Unit 81, 88 Cecily Street  
Kallangur QLD

Capital Expenditure Incurred Upon Depreciating Assets	Total Cost 29-Sep-21 \$	Prime Cost Rate %	Depreciation For First 274 Days \$	WDV 30-Jun-22 \$
<b>Air-conditioning</b>				
1. Room units	18,423	10.00	1,383	17,040
<b>Carpets</b>				
1. Residential	5,707	10.00	428	5,279
<b>Floating Timber Floor Coverings</b>	8,696	6.67	435	8,261
<b>Garage Doors, Automatic</b>				
1. Motors	1,780	10.00	134	1,646
<b>Hot Water Installation</b>				
1. Electric or gas	3,768	8.33	236	3,533
<b>Kitchen Equipment</b>				
1. Dishwashers	1,884	10.00	141	1,743
2. Ovens	2,512	8.33	157	2,355
3. Stoves	1,570	8.33	98	1,472
<b>Total</b>	<b>44,341</b>		<b>3,013</b>	<b>41,328</b>

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**7. Low-Value Pool Schedule**

**Capital Expenditure Incurred on Depreciating Assets Upon Purchase of  
Unit 81, 88 Cecily Street Kallangur QLD**

Prepared for  
Rancic Property Pty Ltd ACN 644 888 148 as  
trustee for Rancic Property Trust

Prepared by  
Napier & Blakeley Pty Ltd  
ACN 006 386 278 ATF  
Napier & Blakeley Unit Trust  
ABN 87 601 474 307  
Level 8  
120 Edward Street  
BRISBANE QLD 4000  
Tel: 07 3221 8255 Fax: 07 3229 2340

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**Purchase of Unit 81, 88 Cecily Street  
Kallangur QLD**

<b>Capital Expenditure Incurred Upon Depreciating Assets - Low Value Pool</b>	<b>Total Cost 29-Sep-21</b>	<b>Diminishing Value Rate</b>	<b>Depreciation For First Year</b>	<b>WDV 30-Jun-22</b>
	<b>\$</b>	<b>%</b>	<b>\$</b>	<b>\$</b>
<b>Blinds</b>	6,824	18.75	1,279	5,544
<b>Ceiling Fans</b>	2,512	18.75	471	2,041
<b>Fire Control and Alarm Systems</b>				
1. Detection and alarm systems, heat, manual call point, multi type and smoke detectors	2,617	18.75	491	2,126
<b>Furniture and Fittings</b>				
1. Barbecue, fixed, sliding trays and cookers	117	18.75	22	95
<b>Kitchen Equipment</b>				
1. Exhaust and range hoods	942	18.75	177	765
<b>Swimming Pools</b>				
1. Filtration assets including pumps	68	18.75	13	56
2. Pool equipment	35	18.75	7	29
<b>Ventilation Fans</b>				
1. Ventilation Fans	1,891	18.75	354	1,536
<b>Total</b>	<b>15,007</b>		<b>2,814</b>	<b>12,193</b>

**8. Division 43 Capital Works Schedule****Capital Expenditure Incurred Upon Purchase of  
Unit 81, 88 Cecily Street Kallangur QLD**

Prepared for  
Rancic Property Pty Ltd ACN 644 888 148 as  
trustee for Rancic Property Trust

Prepared by  
Napier & Blakeley Pty Ltd  
ACN 006 386 278 ATF  
Napier & Blakeley Unit Trust  
ABN 87 601 474 307  
Level 8  
120 Edward Street  
BRISBANE QLD 4000  
Tel: 07 3221 8255 Fax: 07 3229 2340

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**Purchase Of Unit 81, 88 Cecily Street  
 Kallangur QLD**
**Qualifying Capital Expenditure Incurred On Eligible Capital Works  
 In Accordance With Division 43 Of The ITAA 1997.**

Construction Dates (Start - Completion)		Total Historical Cost	Prime Cost Rate	Annual Claim	Opening Residual Value 29-Sep-21	Allowance For 274 Days	Closing Residual Value 30-Jun-22
		\$	%	\$	\$	\$	\$
1.	15/2/20 - 15/9/20	147,341	2.50	3,684	143,517	2,765	140,751
<b>Total</b>		<b>147,341</b>		<b>3,684</b>	<b>143,517</b>	<b>2,765</b>	<b>140,751</b>

**Purchase Of Unit 81, 88 Cecily Street  
 Kallangur QLD**
**Qualifying Capital Expenditure Incurred On Structural Improvements  
 In Accordance With Division 43 Of The ITAA 1997.**

Construction Dates (Start - Completion)		Total Historical Cost	Prime Cost Rate	Annual Claim	Opening Residual Value 29-Sep-21	Allowance For 274 Days	Closing Residual Value 30-Jun-22
		\$	%	\$	\$	\$	\$
1.	15/2/20 - 15/9/20	8,473	2.50	212	8,253	159	8,094
<b>Total</b>		<b>8,473</b>		<b>212</b>	<b>8,253</b>	<b>159</b>	<b>8,094</b>

## 9. Summary of Results

### 1. Summary Of Capital Expenditure

Apportionment of cost relating to depreciating assets:		\$59,347	
Apportionment of cost not relating to depreciating assets:			
(i) Land	\$33,645		
(ii) Balance of capital expenditure*	\$282,008	\$315,653	
<b>Total Expenditure Analysed</b>			<b>\$375,000</b>
Percentage of depreciating assets relative to expenditure			16%

### 2. Division 43 Deductions - Historical Cost

Capital works	- Original Cost	\$147,341
	- Opening Balance	\$143,517
Structural improvements	- Original Cost	\$8,473
	- Opening Balance	\$8,253

### 3. Summary Of Total Allowances Available

		Total Opening Balance At 29-Sep-21	274 Days Diminishing Value Method	274 Days Prime Cost Method
Low-value pool depreciating assets	\$15,006			
Depreciating Assets	\$44,341	\$59,347	\$8,839	\$5,826
Division 43 Capital works		\$143,517	\$2,765	\$2,765
Division 43 Structural improvements		\$8,253	\$159	\$159
<b>Totals</b>		<b>\$211,117</b>	<b>\$11,763</b>	<b>\$8,750</b>

\* See Section 3 Expenditure analysed

**10. Tax Allowance Flow**

Diminishing Value Method				
Year	Division 40 Allowances	Low Value Pool	Division 43 Deductions	Totals
	\$	\$	\$	\$
1 - 2022 (274 days only)	6,025	2,814	2,924	11,783
2 - 2023	6,912	4,572	3,895	15,380
3 - 2024	5,638	2,858	3,895	12,391
4 - 2025	4,602	1,786	3,895	10,284
5 - 2026	3,761	1,116	3,895	8,772
6 - 2027	3,076	698	3,895	7,669
7 - 2028	2,518	436	3,895	6,850
8 - 2029	2,064	273	3,895	6,232
9 - 2030	1,693	170	3,895	5,759
10 - 2031	1,391	106	3,895	5,393
11 - 2032	1,144	67	3,895	5,106
12 - 2033	942	42	3,895	4,879
13 - 2034	776	26	3,895	4,697
14 - 2035	640	16	3,895	4,552
15 - 2036	529	10	3,895	4,435
16 - 2037	438	6	3,895	4,339
17 - 2038	362	4	3,895	4,262
18 - 2039	301	2	3,895	4,198
19 - 2040	250	2	3,895	4,146
20 - 2041	207	1	3,895	4,104
21 - 2042	173	1	3,895	4,069
22 - 2043	144	0	3,895	4,040
23 - 2044	120	0	3,895	4,016
24 - 2045	101	0	3,895	3,996
25 - 2046	84	0	3,895	3,979
26 - 2047	70	0	3,895	3,966
27 - 2048	59	0	3,895	3,954
28 - 2049	50	0	3,895	3,945
29 - 2050	42	0	3,895	3,937
30 - 2051	35	0	3,895	3,930
31 - 2052	30	0	3,895	3,925
32 - 2053	25	0	3,895	3,920
33 - 2054	21	0	3,895	3,916
34 - 2055	18	0	3,895	3,913
35 - 2056	15	0	3,895	3,910
36 - 2057	13	0	3,895	3,908
37 - 2058	11	0	3,895	3,906
38 - 2059	9	0	3,895	3,905
39 - 2060	8	0	3,895	3,903
40 - 2061	7	0	822	828
41 +	39	0	0	39
<b>Totals</b>	<b>44,341</b>	<b>15,006</b>	<b>151,770</b>	<b>211,117</b>

Prime Cost Method				
Year	Division 40 Allowances	Low Value Pool	Division 43 Deductions	Totals
	\$	\$	\$	\$
1 - 2022 (274 days only)	3,012	2,814	2,924	8,750
2 - 2023	4,013	4,572	3,895	12,481
3 - 2024	4,013	2,858	3,895	10,767
4 - 2025	4,013	1,786	3,895	9,695
5 - 2026	4,013	1,116	3,895	9,025
6 - 2027	4,013	698	3,895	8,606
7 - 2028	4,013	436	3,895	8,345
8 - 2029	4,013	273	3,895	8,181
9 - 2030	4,013	170	3,895	8,079
10 - 2031	4,013	106	3,895	8,015
11 - 2032	1,927	67	3,895	5,889
12 - 2033	1,234	42	3,895	5,171
13 - 2034	746	26	3,895	4,668
14 - 2035	580	16	3,895	4,492
15 - 2036	580	10	3,895	4,486
16 - 2037	140	6	3,895	4,042
17 - 2038	0	4	3,895	3,899
18 - 2039	0	2	3,895	3,898
19 - 2040	0	2	3,895	3,897
20 - 2041	0	1	3,895	3,896
21 - 2042	0	1	3,895	3,896
22 - 2043	0	0	3,895	3,896
23 - 2044	0	0	3,895	3,896
24 - 2045	0	0	3,895	3,896
25 - 2046	0	0	3,895	3,895
26 - 2047	0	0	3,895	3,895
27 - 2048	0	0	3,895	3,895
28 - 2049	0	0	3,895	3,895
29 - 2050	0	0	3,895	3,895
30 - 2051	0	0	3,895	3,895
31 - 2052	0	0	3,895	3,895
32 - 2053	0	0	3,895	3,895
33 - 2054	0	0	3,895	3,895
34 - 2055	0	0	3,895	3,895
35 - 2056	0	0	3,895	3,895
36 - 2057	0	0	3,895	3,895
37 - 2058	0	0	3,895	3,895
38 - 2059	0	0	3,895	3,895
39 - 2060	0	0	3,895	3,895
40 - 2061	0	0	822	822
41 +	0	0	0	0
<b>Totals</b>	<b>44,341</b>	<b>15,006</b>	<b>151,770</b>	<b>211,117</b>



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**11. Disclaimer**

1. This report is the opinion of Napier & Blakeley Pty Ltd ACN 006 386 278 ATF Napier & Blakeley Unit Trust ABN 87 601 474 307 (**Napier & Blakeley**) and is to be read together with and is subject to the term and conditions of our engagement. Our opinions in this report are based on the information referred to in this report that has been made available to us by or on behalf of the addressee (**Information**).
2. Napier & Blakeley has not obtained independent verification of the Information. As such, our opinion may be different if the Information is incorrect or inaccurate in any way. This report was prepared solely for the addressee and its use is limited to the purpose for which it was provided. No third party may rely on this report without first obtaining the prior written consent of Napier & Blakeley.
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Contact us anywhere in  
Australia either by phone,  
email or in person on  
**1300 730 382,**  
**info@nbtax.com.au**  
**www.nbtax.com.au**

**Brisbane**  
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BRISBANE QLD 4000

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**Melbourne**  
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MELBOURNE VIC 3000

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**Adelaide**  
213 Greenhill Road,  
EASTWOOD SA 5063

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**Sydney**  
20 Hunter Street  
SYDNEY NSW 2000

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**Perth**  
531 Hay Street  
Subiaco WA 6008

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**NBtax**  
by Napier & Blakeley

5-22

Rancic Super Fund  
General Ledger



As at 30 June 2022

Transaction Date	Description	Units	Debit	Credit	Balance \$
<b>Depreciation (33400)</b>					
<u>81/88 Cecily Street, Kallangur QLD, Australia (81/88Cecily)</u>					
30/06/2022	T/up depreciation per QSR		6,025.00		6,025.00 DR
30/06/2022	T/up depreciation per QSR		2,814.00		8,839.00 DR
			<b>8,839.00</b>		<b>8,839.00 DR</b>

Total Debits: 8,839.00

Total Credits: 0.00



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#### NEOS Protection

Plan number: 111849121

Plan owner: Tanya Rancic

Insured person: Tanya Rancic

5th July 2021

Dear Tanya,

We're writing to let you know that your premium payment of \$170.91, due on 1 July 2021, could not be processed. This may be due to insufficient funds, or because of a closed account or expired credit card.

If you've recently paid the outstanding amount, please disregard this letter and accept our thanks.

#### Act now to maintain your cover

To ensure your valuable cover continues, please pay the outstanding amount by 30 August 2021.

Unfortunately, if we don't receive your payment by this date, your plan will lapse. This means your cover will stop and you'll no longer be entitled to the benefits provided by your plan.

#### How to pay

It's easy to pay the outstanding premium amount. Simply call us on 1300 090 188 or you can access our payment form on our website at [www.neoslife.com.au/payment-authority-form](http://www.neoslife.com.au/payment-authority-form).

#### Questions?

**We're here to help.** Please don't hesitate to **contact us on 1300 090 188** between 8am and 6pm (Sydney time) Monday to Friday or reply to this email.

Your financial adviser Sapient Financial Solutions has also been copied into this email and can be contacted on 02 8205 7857.



[neoslife.com.au](http://neoslife.com.au)

GPO Box 239, Sydney NSW 2001

e: [customerservice@neoslife.com.au](mailto:customerservice@neoslife.com.au) t: 1300 090 188

NEOS Life is a registered business name of Australian Life Development Pty Ltd ABN 96 617 129 914 AFSL 502759. NEOS Protection is issued by NobleOak Life Limited (NobleOak) ABN 85 087 648 708 AFSL 247302. NEOS Life provides administration services in relation to NEOS Protection on behalf of NobleOak.

6.2

Yours sincerely,

A handwritten signature in black ink, appearing to read 'G Wheeler', written in a cursive style.

Gemma Wheeler  
Head of Underwriting and Operations  
NEOS Life

## Your NEOS Protection Plan Schedule

This schedule forms part of the NEOS Benefit Fund Rules. It shows the important details of your plan as at the plan commencement date shown below.

### Your plan details

Plan number	111904624
Plan commencement date	01/07/2021
Plan owner(s)	Rancic Super Fund
State register	QLD

### Your payment details

Premium frequency	Yearly
Yearly premium	\$1,726.92
Payment method	Direct debit
Account number	968516468
Premium due date	01/07/2021

*Your premium will be deducted yearly.*

### Insured person details

Name	Tanya Rancic
Date of birth	23/12/1982
Gender	Female



[neoslife.com.au](http://neoslife.com.au)  
 GPO Box 239, Sydney NSW 2001  
 e: [customerservice@neoslife.com.au](mailto:customerservice@neoslife.com.au) t: 1300 090 188

**POSTED**

## Your cover details

Cover	<b>Life Cover</b>
Ownership	Super
Sum insured	\$500,000
Yearly premium	\$170.27
Premium type	Stepped
Optional benefits	Indexation Benefit
Commencement date	01/07/2021
Expiry date	30/06/2082
Occupation class	D
Special conditions, loadings and exclusions	None
Premium category	Preferred
Cover	<b>Attached TPD Cover</b>
Ownership	Super
Sum insured	\$500,000
Yearly premium	\$198.84
Premium type	Stepped
TPD definition	Super
Optional benefits	Indexation Benefit
Commencement date	01/07/2021
Expiry date	30/06/2082
Occupation class	LBC
Special conditions, loadings and exclusions	<p>No claim shall be payable under the insured benefits where the condition or event giving rise to the claim results directly or indirectly from any mental health disorder, including anxiety disorders, depression, stress, adjustment disorders, emotional or behavioural disorders, disorders related to fatigue including chronic fatigue syndrome, drug or alcohol abuse, psychosomatic disorders, or any treatment/complications thereof.</p> <p>No claim shall be payable under the insured benefits where the condition or event giving rise to the claim results directly or indirectly from any disease, condition or disorder of the lumbar spine its intervertebral discs, joints, nerve roots, spinal cord or supportive musculature and ligaments, or any treatment/surgery/complications thereof.</p>
Premium category	Standard

POSTED

Cover	<b>Income Protection Cover</b>
Ownership	Super
Sum insured	\$4,000
Superannuation	\$0.00
Contribution Option amount	
Yearly premium	\$1,357.81
Premium type	Stepped
Cover level	IP Super
Waiting period	13 weeks
Benefit period	To age 65
Optional benefits	Indexation Benefit
Commencement date	01/07/2021
Expiry date	30/06/2048
Occupation class	LBC
Special conditions, loadings and exclusions	<p>No claim shall be payable under the insured benefits where the condition or event giving rise to the claim results directly or indirectly from any mental health disorder, including anxiety disorders, depression, stress, adjustment disorders, emotional or behavioural disorders, disorders related to fatigue including chronic fatigue syndrome, drug or alcohol abuse, psychosomatic disorders, or any treatment/complications thereof.</p> <p>No claim shall be payable under the insured benefits where the condition or event giving rise to the claim results directly or indirectly from any disease, condition or disorder of the lumbar spine its intervertebral discs, joints, nerve roots, spinal cord or supportive musculature and ligaments, or any treatment/surgery/complications thereof.</p>
Premium category	Standard



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# Rancic Super Fund General Ledger



As at 30 June 2022

Transaction Date	Description	Units	Debit	Credit	Balance \$
<b>Property Expenses - Council Rates (41960)</b>					
<i>81/88 Cecily Street, Kallangur QLD, Australia (81/88Cecily)</i>					
29/10/2021	BPAY TO MBRC RATES BP		118.19		118.19 DR
19/01/2022	BPAY TO MBRC RATES BP		79.95		198.14 DR
			<b>198.14</b>		<b>198.14 DR</b>

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7-3

**Total Debits: 198.14**  
**Total Credits: 0.00**

7-2

RECEIPT

COMPLETE

92967232136  
PO Box 159  
CABOOLTURE QLD 4510  
Phone: (07) 3205 0555

Receipt D000829600  
Receipt Date 28-Oct-2021 08:58:12 AM

Rancic Property Pty Ltd TTE  
Unit 2 16 Jannie Court  
LABRADOR QLD 4215

Description	Quantity	Unit Price (Inclusive)	GST	Line Amount (Inclusive)
T Account: 1829595 Customer Reference Number 501629595016973575 MBA.20211029Z157812GB	1.00	118.19	0.00	118.19
<b>Total</b>			<b>0.00</b>	<b>118.19</b>

Payment	Amount
Bpay Payment	118.19
<b>Total Tendered</b>	<b>118.19</b>
Rounding Amount	0.00
Includes GST	0.00

† Refer to the Invoice for GST treatment

# Rate notice

7-3  
Moreton Bay  
Regional Council

## Customer Service Centres

Caboolture - 2 Hasking Street, Caboolture  
Redcliffe - Immo Street, Redcliffe  
Strathpine - 220 Gympie Road, Strathpine

## Postal Address

PO Box 159  
Caboolture Old 4510

## Customer Service

Ph: 1300 522 192

ABN: 92 967 232 136

[www.moretonbay.qld.gov.au](http://www.moretonbay.qld.gov.au)  
[more@moretonbay.qld.gov.au](mailto:more@moretonbay.qld.gov.au)



19479 041

Ransic Property Pty Ltd Tte  
Unit 2 16 Jannie Court  
LABRADOR QLD 4215

## Property Details

Unit 81 88 Cecily Street KALLANGUR QLD 4503  
Lot 81 SP 30S048  
Rateable Valuation \$0

## Property number

1697357

## Total Payable

\$79.95

## Period of rating

1 January - 31 March 2022

## Date of issue

10 January 2022

## Due date for payment

16 February 2022

## Council Rates & Charges

Regional Infrastructure and Environment Charge 22.50

State Government Charges 57.45

Emergency Management Levy - Group 2A

**TOTAL PAYABLE \$79.95**

## End of Quarter Processing Deadlines

Please note that due to processing deadlines, payments made after 31 December 2021 may not have been processed before the printing of this notice and may appear as an overdue balance.

Council has received a payment of \$14,442,388 from the State Government to mitigate any direct impacts of the State Waste Levy on households in the 2021/22 financial year.

BPAY: Use your Phone or Internet banking

PHONE: Call 07 3480 6349

ONLINE: Go to [www.moretonbay.qld.gov.au/pay](http://www.moretonbay.qld.gov.au/pay)

AUSTRALIA POST: Pay over the counter at any post office

MAIL: Send your payment to PO Box 159, Caboolture, Qld 4510

IN PERSON: Pay at any Customer Service Centre

DIRECT DEBIT: Go to [www.moretonbay.qld.gov.au/rates/directdebit](http://www.moretonbay.qld.gov.au/rates/directdebit)

INTEREST: Interest at the rate of 8% per annum compounded on daily rests will be charged on current rates that remain unpaid immediately after the Due Date. Balances brought forward from a previous period will continue to accrue interest from the beginning of this period.

PENSIONERS: Are you the owner and occupier of this property or do you have life tenancy under a Will or Court Order? If so, you may be eligible for a State or Council rebate if one is not already shown on this notice. Please contact us for further information or an application form.

PAYMENT PLAN: Please do not hesitate to contact us if you are having difficulty paying your rates on time.

RATING CATEGORY STATEMENT: To access your current rating category statement visit [www.moretonbay.qld.gov.au/rates/ratingcategory](http://www.moretonbay.qld.gov.au/rates/ratingcategory).

## PAYMENT REMITTANCE SLIP



\*2471 501829595016973575



Billor Code: 339457  
Ref: 50 1829 5950 1697 3575

Location: Unit 81 88 Cecily Street KALLANGUR QLD 4503  
Customer Ref: 50 1829 5950 1697 3575

## Property number

1697357

## Total Payable

\$79.95

## Period of rating

1 January - 31 March 2022

## Date of issue

10 January 2022

## Due date for payment

16 February 2022.

Rancic Super Fund  
**General Ledger**



As at 30 June 2022

Transaction Date	Description	Units	Debit	Credit	Balance \$
<b>Property Expenses - Interest on Loans (42010)</b>					
<u>81/88 Cecily Street, Kallangur QLD, Australia (81/88Cecily)</u>					
31/10/2021	Loan Interest		1,049.42		1,049.42 DR
30/11/2021	Loan Interest		982.58		2,032.00 DR
31/12/2021	Loan Interest		1,013.80		3,045.80 DR
31/01/2022	Loan interest		1,012.38		4,058.18 DR
28/02/2022	Loan interest		913.12		4,971.30 DR
31/03/2022	Loan interest		1,009.19		5,980.49 DR
30/04/2022	Loan interest		975.25		6,955.74 DR
31/05/2022	Loan interest		997.79		7,953.53 DR
30/06/2022	Loan interest		975.87		8,929.40 DR
			<b>8,929.40</b>		<b>8,929.40 DR</b>

**Total Debits: 8,929.40**

**Total Credits: 0.00**

9-1

# Rancic Super Fund General Ledger



As at 30 June 2022

Transaction Date	Description	Units	Debit	Credit	Balance \$
<b>Property Expenses - Strata Levy Fees (42100)</b>					
<u>81/88 Cecily Street, Kallangur QLD, Australia (81/88Cecily)</u>					
21/09/2021	Settlement adjustments - Body corp		426.23		426.23 DR
21/09/2021	Settlement adjustments - Body corp		189.15		615.38 DR
29/10/2021	BPAY TO DEFT PAYMENTS BP		568.23		1,183.61 DR
04/04/2022	BPAY TO DEFT PAYMENTS BP		1,136.46		2,320.07 DR
14/06/2022	BPAY TO DEFT PAYMENTS BP		878.98		3,199.05 DR
			<b>3,199.05</b>		<b>3,199.05 DR</b>

Total Debits: 3,199.05

Total Credits: 0.00

# LINX RESIDENCES CTS 53607

9-2

TAX INVOICE  
ABN 63 465 213 591

Body Corporate and Community Management Act 1997

## NOTICE OF CONTRIBUTIONS

Rancic Property Pty Ltd ATF  
trancic964@gmail.com

Date of Notice	13 December 2021		
A/c No	81		
Lot No	81	Unit No	81
Contrib Ent.	1		
Interest Ent.	1		

Account	Period	Due Date	Amount	Discount	If paid by	Net Amount
Admin Fund - General	01/02/22 to 30/04/22	01/02/2022	488.48	0.00		488.48
Sink. Fund - General	01/02/22 to 30/04/22	01/02/2022	79.75	0.00		79.75
<b>Totals</b>	<b>(Levies include GST)</b>		<b>568.23</b>	<b>0.00</b>		<b>568.23</b>

GST component on levies of \$516.57 is \$51.66

Please deposit your payment directly into the body corporate bank account using the detachable deposit slip below  
**Please make your cheque payable to The body corporate for, LINX RESIDENCES CTS 53607**

<p><b>CHANGES TO CASH PAYMENTS VIA DEFT</b></p> <p>From early 2022 DEFT will no longer be accepting cash payments at Australia Post, You can continue to visit Australia Post outlets to make DEFT payments via eftpos or cheque</p> <p><b>QBS Strata Management - Tel: 07 5519 9000</b></p>	Amount Paid
	Cheque Paid
	/ /

### QBS STRATA MANAGEMENT PTY LTD

DEFT Reference Number: 264729294 1000 0000 815



Pay over the Internet from your \*\*Credit Card or  
\*pre-registered bank a/c at [www.deft.com.au](http://www.deft.com.au).  
\*\* A surcharge may apply to credit card transactions

By phone from your \*\*Credit Card or \*pre-  
registered bank account.  
Call 1300 301 090 Int +612 8232 7395

**iBPAY** Biller Code: 96503  
Ref: 264729294 1000 0000 815

Contact your participating financial institution to make this payment  
from your cheque or savings account.

Account	Body Corporate for Linx Residences CTS 53607
Lot No.	81
Owner	RANCIC PROPERTY PTY LTD ATF

\*Payments by phone or internet from your cheque or savings account require  
registration. Please complete a Customer Initiated Direct Debit registration  
form available at [www.deft.com.au](http://www.deft.com.au) or call 1800 672 162

In person, pay by cash, cheque or EFTPOS at  
any Post Office in Australia.  
Payments made at Australia Post will incur a \$2.75 DEFT processing fee.

Pay by mailing this payment slip with your cheque to:  
DEFT Payment Systems  
GPO Box 141  
Brisbane QLD 4001

All cheques must be made payable to:  
**Body Corporate For Linx Residences  
CTS 53607**

TOTAL AMOUNT DUE  
DUE DATE 01/02/22

**\$568.23**



\*442 264729294 10000000815

+264729294 10000000815<

000056823< 4+

# LINX RESIDENCES CTS 53607

9-3

TAX INVOICE  
ABN 63 465 213 591

Body Corporate and Community Management Act 1997

## NOTICE OF CONTRIBUTIONS

Rancic Property Pty Ltd ATF  
trancic964@gmail.com

Date of Notice	21 March 2022		
A/c No	81		
Lot No	81	Unit No	81
Contrib Ent.	1		
Interest Ent.	1		

Account	Period	Due Date	Amount	Discount	If paid by	Net Amount
Admin Fund - General	01/05/22 to 31/07/22	<b>01/05/2022</b>	488.48	0.00		488.48
Sink. Fund - General	01/05/22 to 31/07/22	<b>01/05/2022</b>	79.75	0.00		79.75
ARREARS - PAYABLE NOW			568.23	0.00	# 9-4	568.23
<b>Totals</b>	<b>(Levies include GST)</b>		<b>1,136.46</b>	<b>0.00</b>		<b>1,136.46</b>

GST component on levies of \$516.57 is \$51.66

Please deposit your payment directly into the body corporate bank account using the detachable deposit slip below

**Please make your cheque payable to The body corporate for, LINX RESIDENCES CTS 53607**

	<b>CHANGES TO CASH PAYMENTS VIA DEFT</b>	Amount Paid
	From 2022 when using an Aus. Post outlet DEFT payments by eftpos & cheque are available, they will no longer accept cash.	\$
	QBS Strata Management: levies@qbsmanagement.com.au	Date Paid
		/ /

**QBS STRATA MANAGEMENT PTY LTD**

DEFT Reference Number: 264729294 1000 0000 815



Pay over the Internet from your \*\*Credit Card or \*pre-registered bank a/c at [www.deft.com.au](http://www.deft.com.au).  
\*\* A surcharge may apply to credit card transactions



By phone from your \*\*Credit Card or \*pre-registered bank account.  
Call 1300 301 090 Int +612 8232 7395

\*Payments by phone or internet from your cheque or savings account require registration. Please complete a Customer Initiated Direct Debit registration form available at [www.deft.com.au](http://www.deft.com.au) or call 1300 30 10 90



Pay in-store at Australia Post by cheque or EFTPOS



Billor Code: 96503  
Ref: 264729294 1000 0000 815

Contact your participating financial institution to make this payment from your cheque or savings account.



Pay by mailing this payment slip with your cheque to:  
DEFT Payment Systems  
GPO Box 141  
Brisbane QLD 4001

Account	Body Corporate for Linx Residences CTS 53607
Lot No.	81
Owner	RANCIC PROPERTY PTY LTD ATF

All cheques must be made payable to:  
**Body Corporate For Linx Residences**  
CTS 53607



\*496 264729294 10000000815

TOTAL AMOUNT DUE  
DUE DATE 01/05/22

**\$1,136.46**

+264729294 10000000815<

000113646< 4+

9-4

Body Corporate and Community Management Act 1997

NOTICE OF OVERDUE LEVIES

Rancic Property Pty Ltd ATF  
trancic964@gmail.com

Date of Notice	
15 March 2022	
Lot Number	81
Entitlements	1

Body Corporate For							
<b>LINX RESIDENCES CTS 53607</b>							
Unpaid Levies							Account Balances
Account	Period	Due Date	Amount	Discount	If paid by	Net Amount	
Admin Fund - General	01/02/22 to 30/04/22	01/02/22	488.48	0.00		488.48	Admin Fund - General 488.48
Sink. Fund - General	01/02/22 to 30/04/22	01/02/22	79.75	0.00		79.75	Sink. Fund - General 79.75

Gross Amount Due:	<b>\$568.23</b>	Discount:	Nil	Net Amount Due:	<b>\$568.23</b>
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Please make your cheque payable to The Body Corporate for, LINX RESIDENCES CTS 53607

**LEVY ENQUIRIES**  
 Should you wish to receive Levy notices & correspondence via email  
 please send request to Email: [levies@qbsmanagement.com.au](mailto:levies@qbsmanagement.com.au)  
 Tel: 07 5519 9000



QBS STRATA MANAGEMENT PTY LTD

DEFT Reference Number: 264729294 1000 0000 815

Pay over the Internet from your \*\*Credit Card or  
 \*pre-registered bank a/c at [www.deft.com.au](http://www.deft.com.au).  
 \*\* A surcharge may apply to credit card transactions

By phone from your \*\*Credit Card or \*pre-  
 registered bank account.  
 Call 1300 301 090 Int +612 8232 7395

**BPAY**  
 Biller Code: 96503  
**Ref: 264729294 1000 0000 815**

Account	<b>Body Corporate for Linx Residences CTS 53607</b>
Lot No.	<b>81</b>
Owner	<b>RANCIC PROPERTY PTY LTD ATF</b>

\*Payments by phone or internet from your cheque or savings account require registration. Please complete a Customer Initiated Direct Debit registration form available at [www.deft.com.au](http://www.deft.com.au) or call 1300 30 10 90

Contact your participating financial institution to make this payment from your cheque or savings account.

Pay by mailing this payment slip with your cheque to:  
 DEFT Payment Systems  
 GPO Box 141  
 Brisbane QLD 4001

All cheques must be made payable to:  
**Body Corporate For Linx Residences  
CTS 53607**

Post Billpay Pay in-store at Australia Post by cheque or EFTPOS

**\$568.23**



TOTAL AMOUNT DUE  
DUE DATE 15/03/22

\*496 264729294 10000000815

+264729294 10000000815<

000056823< 4+



Body Corporate for

# LINX RESIDENCES CTS 53607

9-5

TAX INVOICE  
ABN 63 465 213 591

Body Corporate and Community Management Act 1997

## NOTICE OF CONTRIBUTIONS

Rancic Property Pty Ltd ATF  
trancic964@gmail.com

Date of Notice	13 June 2022		
A/c No	81		
Lot No	81	Unit No	81
Contrib Ent.	1		
Interest Ent.	1		

Account	Period	Due Date	Amount	Discount	If paid by	Net Amount
Admin Fund - General	01/08/22 to 31/10/22	01/08/2022	488.48	0.00		488.48
Sink. Fund - General	01/08/22 to 31/10/22	01/08/2022	79.75	0.00		79.75
Insurance	01/05/22 to 30/04/23	01/08/2022	310.75	0.00		310.75
<b>Totals</b>	<b>(Levies include GST)</b>		<b>878.98</b>	<b>0.00</b>		<b>878.98</b>

GST component on levies of \$799.07 is \$79.91

Please deposit your payment directly into the body corporate bank account using the detachable deposit slip below  
**Please make your cheque payable to The body corporate for, LINX RESIDENCES CTS 53607**

	<b>CHANGES TO CASH PAYMENTS VIA DEFT</b>	Amount Paid
	From 2022 when using an Aus. Post outlet DEFT payments by eftpos & cheque are available, they will no longer accept cash.	\$
	QBS Strata Management: levies@qbsmanagement.com.au	Date Paid
		/ /



**DEFT**  
PAYMENT SYSTEMS

**QBS STRATA MANAGEMENT PTY LTD**

DEFT Reference Number: 264729294 1000 0000 815



Pay over the internet from your \*\*Credit Card or \*pre-registered bank a/c at [www.deft.com.au](http://www.deft.com.au).  
\*\* A surcharge may apply to credit card transactions



Billers Code: 96503  
Ref: 264729294 1000 0000 815



By phone from your \*\*Credit Card or \*pre-registered bank account.  
Call 1300 301 090 Int +612 8232 7395

Contact your participating financial institution to make this payment from your cheque or savings account.

Account	Body Corporate for Linx Residences CTS 53607
Lot No.	81
Owner	RANCIC PROPERTY PTY LTD ATF

\*Payments by phone or internet from your cheque or savings account require registration. Please complete a Customer Initiated Direct Debit registration form available at [www.deft.com.au](http://www.deft.com.au) or call 1300 30 10 90



Pay by mailing this payment slip with your cheque to:  
DEFT Payment Systems  
GPO Box 141  
Brisbane QLD 4001

All cheques must be made payable to:  
**Body Corporate For Linx Residences  
CTS 53607**



Pay in-store at Australia Post by cheque or EFTPOS

TOTAL AMOUNT DUE  
DUE DATE 01/08/22

**\$878.98**



\*496 264729294 10000000815

+264729294 10000000815<

000087898< 4+

10.1

# Rancic Super Fund General Ledger



As at 30 June 2022

Transaction Date	Description	Units	Debit	Credit	Balance \$
<b>Property Expenses - Water Rates (42150)</b>					
<u>81/88 Cecily Street, Kallangur QLD, Australia (81/88Cecily)</u>					
19/01/2022	BPAY TO UNITYWATER BP		317.21		317.21 DR
31/03/2022	BPAY TO UNITYWATER BP		312.77		629.98 DR
			<b>629.98</b>		<b>629.98 DR</b>

10.2  
10.4

**Total Debits: 629.98**  
**Total Credits: 0.00**



Rancic Property Pty Ltd as TTE  
Unit 2/16 Jannie Ct  
LABRADOR QLD 4215

10-2  
**WATER AND SEWERAGE  
YOUR BILL**

**1300 086 489**  
Emergencies and faults 24 Hours, 7 days  
Account enquiries 8am-5pm Mon-Fri

**unitywater.com**  
ABN 89 791 717 472

Account number	100026064
Payment reference	1000 2606 44
Property	Unit 81/88 Cecily St, KALLANGUR, QLD

Bill number	7122493209
Billing period	04 Sep 2021 98 days to 10 Dec 2021
Issue date	10 Jan 2022
Approximate date of next meter reading	10 Mar 2022

Your account activity

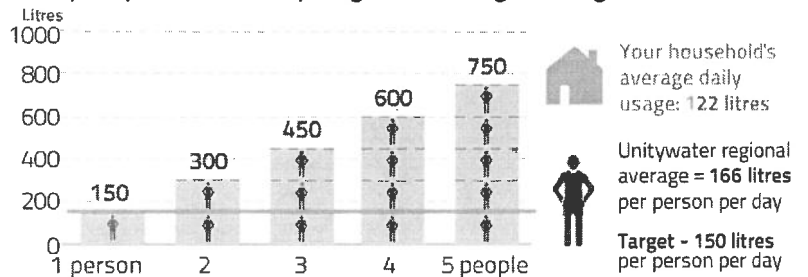
Your last bill	Payments/adjustments	Balance	New charges	<b>Total due</b>	<b>\$317.21</b>
\$0.00	\$0.00	\$0.00	\$317.21	Due date	<b>10 Feb 2022</b>

8% interest per annum, compounding daily, will apply to any amount not paid by the due date.

Compare your average daily usage over time



Compare your current daily usage with our regional target of 150 litres



**WATER RESTRICTIONS COULD BE COMING THIS SUMMER**

As dam levels drop, we need more Local Water Legends to help save water – act now.

Find out more at [unitywater.com/restrictions](http://unitywater.com/restrictions)



**Easy ways to pay** For other payment options - see over



**BPAY®**  
Biller Code: 130393  
Ref: 1000 2606 44  
Contact your bank or financial institution to pay from your cheque, savings, debit, credit card or transaction account.  
Find out more at [bpay.com.au](http://bpay.com.au)  
® Registered to BPAY Pty Ltd ABN 69 079 137 518



**Direct Debit**  
Login to My Account at [unitywater.com](http://unitywater.com) to set up automatic payments from your bank account or credit card or call us for assistance.

**SmoothPay**

Smooth out your bill payments across the year with regular fortnightly or monthly payments, interest free.  
Find out more at [unitywater.com/smoothpay](http://unitywater.com/smoothpay)

**Water meter details** 1 kilolitre (kL) = 1000 litres (L)

Meter ID	Previous read date	Previous reading (kL)	Current read date	Current reading (kL)	Usage (kL)	No. of days	Average daily usage (L)
UE1908541W	3 Sep 21	22	10 Dec 21	34	12	98	122.4
Total water usage					12	98	122.4
Total sewerage usage (waste and greywater) = 90% of water usage					10.80	98	110.2

**Activity since last bill**

<b>Last bill</b>		\$0.00
<b>Payments / adjustments</b>		
11 Nov 2021	Property Settlement Payment	\$0.00
11 Nov 2021	Property Settlement Transfer	\$0.00
<b>Account balance</b>		<b>\$0.00</b>

**Water and Sewerage Charges**

Lot 81 Plan SP309048 Installation ID 223164345758

State Bulk Water Price	Period	kL/day	x Days	x Price/kL	
State Govt Bulk Water	04 Sep 21 to 10 Dec 21	0.1224	98	\$3.231	\$38.77

This is how much Unitywater pays to purchase water from the State Government, and is passed on to customers at cost.

**Unitywater (local government distributor-retailer price)**

Variable Usage Charges	Period	kL/day	x Days	x Price/kL	
Water up to 822 L/day	04 Sep 21 to 10 Dec 21	0.1224	98	\$0.667	\$8.00
Sewerage up to 740 L/day	04 Sep 21 to 10 Dec 21	0.1102	98	\$0.667	\$7.20
Fixed Access Charges	Period	x No.	x Days	x Price/day	
Water Access 20mm	04 Sep 21 to 10 Dec 21	1	98	\$0.891	\$87.32
Sewerage Access	03 Sep 21 to 10 Dec 21	1	99	\$1.777	\$175.92

Water subtotal \$134.09  
Sewerage subtotal \$183.12

**New water and sewerage charges \$317.21**

**Total Due = ① + ② \$317.21**

**Important information**

**Payment assistance**  
If you are having difficulty paying, please call Unitywater as soon as you receive your bill and before its due date to discuss how we can help.

**Changing contact details**  
Login to My Account at [unitywater.com](http://unitywater.com) for quick, easy changes online 24/7 or call us during business hours.

**Pensioners**  
If you own and live at your property and have an eligible concession card, you may apply for a pensioner rebate. Please call Unitywater or fill out our easy online form at [unitywater.com/pensioner](http://unitywater.com/pensioner)

**Credit card payments**  
Only MasterCard and Visa are accepted. A credit card surcharge may apply to your payment. Learn more at [unitywater.com/creditcard](http://unitywater.com/creditcard)

**Interest on overdue amounts**  
Interest of 8% per annum, compounding daily, will apply to any amount not paid by the due date.

**Water efficiency**  
For water efficiency tips, visit [unitywater.com/water-tips](http://unitywater.com/water-tips)

**Interpreter service 13 14 50**

当您需要口译员时，请致电 13 14 50。  
التصل على الرقم 13 14 50 عندما تكون بحاجة إلى مترجم فوري.  
Khi bạn cần thông ngôn, xin gọi số 13 14 50  
동역사가 필요하시면 13 14 50 으로 연락하십시오.  
Cuando necesita un intérprete llame al 13 14 50

**Privacy policy**  
We've updated our privacy policy so that we can deliver improved services with trusted partners. Visit [unitywater.com/privacy](http://unitywater.com/privacy)

**International calls**  
+ 61 7 5431 8333

[unitywater.com](http://unitywater.com)  
PO Box 953  
Caboolture QLD 4510  
1300 086 489

**More payment options**



**Credit card by phone or online**  
To make a one-off credit card (Visa or MasterCard only) payment call 1300 047 763 or go to [unitywater.com](http://unitywater.com). A credit card surcharge may apply.  
**Ref: 1000 2606 44**



**In person, by phone or online**  
**Billpay Code: 4028**  
**Ref: 1000 2606 44**  
Pay in person at any post office, call 13 18 16, or go to [postbillpay.com.au](http://postbillpay.com.au)



**Cheques by mail**  
Send this portion with your cheque payable to: Unitywater, Locked Bag 2, Maroochydore BC QLD 4558



\*4028 1000260644 00031721

Account number	100026064
Payment reference	1000 2606 44
<b>Total due</b>	<b>\$317.21</b>
<b>Due date</b>	<b>10 Feb 2022</b>



Rancic Property Pty Ltd as TTE  
Unit 2/16 Jannie Ct  
LABRADOR QLD 4215

10.4  
**WATER AND SEWERAGE  
YOUR BILL**

**1300 086 489**  
Emergencies and faults 24 Hours, 7 days  
Account enquiries 8am-5pm Mon-Fri

**unitywater.com**  
ABN 89 791 717 472

Account number	100026064
Payment reference	1000 2606 44
Property	Unit 81/88 Cecily St, KALLANGUR, QLD

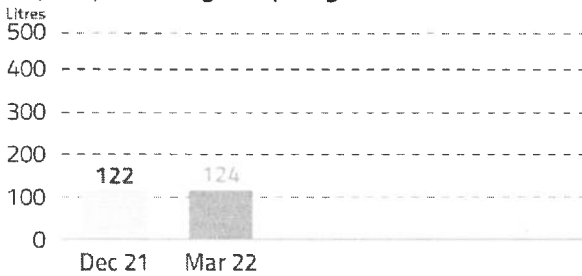
Bill number	7122788376
Billing period	11 Dec 2021 97 days to 17 Mar 2022
Issue date	22 Mar 2022
Approximate date of next meter reading	10 Jun 2022

Your account activity

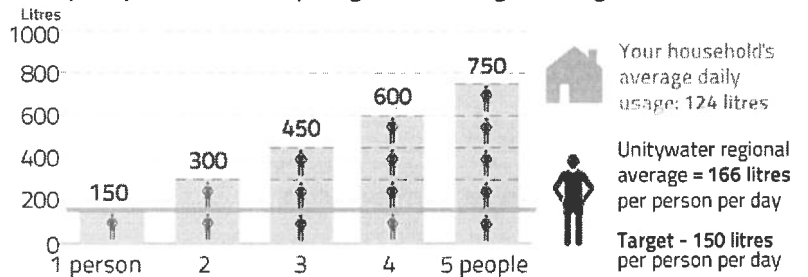
Your last bill <b>\$317.21</b>	<b>-</b>	Payments/ adjustments <b>\$317.21</b>	<b>=</b>	Balance <b>\$0.00</b>	<b>+</b>	New charges <b>\$312.77</b>	<b>=</b>	<b>Total due</b> <b>\$312.77</b>
								<b>Due date</b> <b>26 Apr 2022</b>

8% interest per annum, compounding daily, will apply to any amount not paid by the due date.

Compare your average daily usage over time



Compare your current daily usage with our regional target of 150 litres



We're crystal clear about our sustainability goals.

We're joining other water utilities worldwide in the Race to Zero, a global movement to reduce carbon emissions to zero.

[Find out more](#)

[unitywater.com/sustainability](http://unitywater.com/sustainability)

Easy ways to pay For other payment options - see over



BPAY®  
Biller Code: 130393  
Ref: 1000 2606 44  
Contact your bank or financial institution to pay from your cheque, savings, debit, credit card or transaction account.  
Find out more at [bpay.com.au](http://bpay.com.au)  
® Registered to BPAY Pty Ltd ABN 69 079 137 518



Direct Debit  
Login to My Account at [unitywater.com](http://unitywater.com) to set up automatic payments from your bank account or credit card or call us for assistance.

SmoothPay

Smooth out your bill payments across the year with regular fortnightly or monthly payments, interest free.  
Find out more at [unitywater.com/smoothpay](http://unitywater.com/smoothpay)

**Water meter details** 1 kilolitre (kL) = 1000 litres (L)

Meter ID	Previous read date	Previous reading (kL)	Current read date	Current reading (kL)	Usage (kL)	No. of days	Average daily usage (L)
UE1908541W	10 Dec 21	34	17 Mar 22	46	12	97	123.7
Total water usage					12	97	123.7
Total sewerage usage (waste and greywater) = 90% of water usage					10.80	97	111.3

**Activity since last bill**

Last bill	\$317.21
Payments / adjustments	
19 Jan 2022 CBA BPAY BPAY 19/01/2022	-\$317.21
<b>Account balance</b>	<b>\$0.00</b>

**Water and Sewerage Charges**

Lot 81 Plan SP309048 Installation ID 223164345758

State Bulk Water Price	Period	kL/day	x Days	x Price/kL	
State Govt Bulk Water	11 Dec 21 to 17 Mar 22	0.1237	97	\$3.231	\$38.77

This is how much Unitywater pays to purchase water from the State Government, and is passed on to customers at cost.

**Unitywater (local government distributor-retailer price)**

Variable Usage Charges	Period	kL/day	x Days	x Price/kL	
Water up to 822 L/day	11 Dec 21 to 17 Mar 22	0.1237	97	\$0.667	\$8.00
Sewerage up to 740 L/day	11 Dec 21 to 17 Mar 22	0.1113	97	\$0.667	\$7.20
Fixed Access Charges	Period	x No.	x Days	x Price/day	
Water Access 20mm	11 Dec 21 to 17 Mar 22	1	97	\$0.891	\$86.43
Sewerage Access	11 Dec 21 to 17 Mar 22	1	97	\$1.777	\$172.37
<b>Water subtotal</b>					<b>\$133.20</b>
<b>Sewerage subtotal</b>					<b>\$179.57</b>

**New water and sewerage charges** **\$312.77**

**Total Due = ① + ②** **\$312.77**

**Important information**

**Payment assistance**  
If you are having difficulty paying, please call Unitywater as soon as you receive your bill and before its due date to discuss how we can help.

**Changing contact details**  
Login to My Account at [unitywater.com](http://unitywater.com) for quick, easy changes online 24/7 or call us during business hours.

**Pensioners**  
If you own and live at your property and have an eligible concession card, you may apply for a pensioner rebate. Please call Unitywater or fill out our easy online form at [unitywater.com/pensioner](http://unitywater.com/pensioner)

**Credit card payments**  
Only MasterCard and Visa are accepted. A credit card surcharge may apply to your payment. Learn more at [unitywater.com/creditcard](http://unitywater.com/creditcard)

**Interest on overdue amounts**  
Interest of 8% per annum, compounding daily, will apply to any amount not paid by the due date.

**Water efficiency**  
For water efficiency tips, visit [unitywater.com/water-tips](http://unitywater.com/water-tips)

**Interpreter service 13 14 50**

当您需翻译员时，请致电 13 14 50。  
اتصل على الرقم 13 14 50 عندما تكون بحاجة إلى مترجم فوري.  
Khi bạn cần thông ngôn, xin gọi số 13 14 50  
동역사가 필요하시면 13 14 50 으로 연락하십시오  
Cuando necesite un intérprete llame al 13 14 50


**Privacy policy**  
We've updated our privacy policy so that we can deliver improved services with trusted partners. Visit [unitywater.com/privacy](http://unitywater.com/privacy)

**International calls**  
**+ 61 7 5431 8333**

[unitywater.com](http://unitywater.com)  
PO Box 953  
Caboolture QLD 4510  
1300 086 489

**More payment options**

 **Credit card by phone or online**  
To make a one-off credit card (Visa or MasterCard only) payment call 1300 047 763 or go to [unitywater.com](http://unitywater.com). A credit card surcharge may apply.  
**Ref: 1000 2606 44**

 **Cheques by mail**  
Send this portion with your cheque payable to: Unitywater, Locked Bag 2, Maroochydore BC QLD 4558

 **In person, by phone or online**  
**Billpay Code: 4028**  
**Ref: 1000 2606 44**  
Pay in person at any post office, call 13 18 16, or go to [postbillpay.com.au](http://postbillpay.com.au)



\*4028 1000260644 00031277

Account number	100026064
Payment reference	1000 2606 44
<b>Total due</b>	<b>\$312.77</b>
<b>Due date</b>	<b>26 Apr 2022</b>

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Rancic Super Fund

Borrowing Costs

\$1,010 Firstmac Loan 100245997

Commenced 29/09/21

\$300 Funder fees

\$710 Firstmac services

\$1,010

Year

2022	\$151.50	858.5
2023	202	656.5
2024	202	454.5
2025	202	252.5
2026	202	50.5
2027	50.5	0

12-1



# 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



RANCIC SUPER PTY LTD  
C/ SAPIENT SUPERANNUATION  
PO BOX R1352  
ROYAL EXCHANGE NSW 1225

1 Shelley Street  
Sydney, NSW 2000

account balance **\$171,996.15**  
as at 31 Dec 21

account name RANCIC SUPER PTY LTD ATF RANCIC  
SUPER FUND  
account no. 968516468

transaction	description	debits	credits	balance
30.06.21	OPENING BALANCE			212,413.66
01.07.21	Funds transfer INSURANCE IMPLEMENT	300.00		212,113.66
02.07.21	Direct debit NEOS LIFE 111904624/4768314	1,726.92		210,386.74
09.07.21	Deposit SuperChoice P/L PC080721-008907481		572.85	210,959.59
23.07.21	Deposit SuperChoice P/L PC220721-043982710		572.85	211,532.44
30.07.21	Interest MACQUARIE CMA INTEREST PAID*		21.50	211,553.94
06.08.21	Deposit SuperChoice P/L PC050821-017367807		572.85	212,126.79
18.08.21	Deposit QSUPER LUMP SUMS Q MEMB 942201		13,351.73	225,478.52
20.08.21	Deposit SuperChoice P/L PC190821-033819733		572.85	226,051.37
31.08.21	Interest MACQUARIE CMA INTEREST PAID*		22.26	226,073.63
03.09.21	Deposit SuperChoice P/L PC020921-061953347		572.85	226,646.48
17.09.21	Deposit SuperChoice P/L PC160921-094071527		572.85	227,219.33

## how to make a transaction

online  
Log in to [www.macquarie.com.au/personal](http://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. 968516468

deposits using BPay  
From another bank



Billers code: 667022  
Ref: 968 516 468

continued on next





## Macquarie Cash Management Account

enquiries 1800 806 310

account name RANCIC SUPER PTY LTD ATF RANCIC  
SUPER FUND  
account no. 968516468

transaction	description	debits	credits	balance
17.09.21	Funds transfer DEPOSIT	56,402.42		170,816.91
29.09.21	Deposit PEXA LM20202159		2,700.00	173,516.91
30.09.21	Interest MACQUARIE CMA INTEREST PAID*		19.82	173,536.73
01.10.21	Deposit SuperChoice P/L PC300921-094085337		572.85	174,109.58
04.10.21	Deposit Manly Management 17.081 81 88 Cecil		656.64	174,766.22
15.10.21	Deposit SuperChoice P/L PC141021-002668100		413.01	175,179.23
29.10.21	Interest MACQUARIE CMA INTEREST PAID*		17.83	175,197.06
29.10.21	Deposit SuperChoice P/L PC281021-071593388		429.42	175,626.48
29.10.21	BPAY BPAY TO MBRC RATES	118.19		175,508.29
29.10.21	BPAY BPAY TO DEFT PAYMENTS	568.23		174,940.06
01.11.21	Deposit Manly Management 17.081 81 88 Cecil		1,833.12	176,773.18
01.11.21	Direct debit FMC 10178780L49	1,433.20		175,339.98
05.11.21	Funds transfer ADMIN & AUDIT FY21	2,750.00		172,589.98
08.11.21	BPAY BPAY TO TAX OFFICE PAYMENTS	805.40		171,784.58
12.11.21	Deposit SuperChoice P/L PC111121-071608384		320.83	172,105.41
26.11.21	Deposit SuperChoice P/L PC251121-071622744		428.47	172,533.88
30.11.21	Interest MACQUARIE CMA INTEREST PAID*		11.77	172,545.65
30.11.21	Direct debit FMC 10178780L49	1,433.20		171,112.45
01.12.21	Deposit Manly Management 17.081 81 88 Cecil		1,839.12	172,951.57
10.12.21	Deposit SuperChoice P/L PC091221-071637696		320.83	173,272.40
10.12.21	BPAY BPAY TO ASIC	276.00		172,996.40
24.12.21	Deposit SuperChoice P/L PC231221-016956916		425.55	173,421.95
31.12.21	Interest MACQUARIE CMA INTEREST PAID*		7.40	173,429.35
31.12.21	Direct debit FMC 10178780L49	1,433.20		171,996.15

continued on next



## Macquarie Cash Management Account

enquiries 1800 806 310

account name RANCIC SUPER PTY LTD ATF RANCIC  
SUPER FUND  
account no. 968516468

transaction	description	debits	credits	balance
	CLOSING BALANCE AS AT 31 DEC 21	67,246.76	26,829.25	171,996.15

\* Interest rate for the period 1 July to 14 November: 0.12% pa (137 days); 15 November to 31 December:  
0.05% pa (47 days)

## Macquarie Cash Management Account

enquiries 1800 806 310

account name RANCIC SUPER PTY LTD ATF RANCIC  
SUPER FUND  
account no. 968516468

Please note the following financial services companies and/or financial advisers have authority on your account.

Name	Authority Type
SAPIENT SUPERANNUATION PTY LTD	General withdrawal authority
SAPIENT FINANCIAL SOLUTIONS PTY LTD	General withdrawal authority
SAPIENT SUPERANNUATION PTY LTD	Enquiry authority
SCHWAGER THOMAS A SAPIENT FINANCIAL SOLUTIONS PTY LTD	Enquiry authority

### Authority descriptions

Enquiry authority - you authorise the third party to have access to information about your account.

General withdrawal authority - you authorise the third party to:

- withdraw their fees from your account,
- withdraw funds from your account to make payments on your behalf directly to the Australian Taxation Office (ATO), and
- make payments and withdrawals for any purpose including settlement or investment.

Please consider carefully who you appoint as a third party authority on your account as we may follow their instructions as if they were yours. It is important that you understand this risk and carefully consider what level of authority you give to them. For more information on third party authority levels search 'Macquarie Help' in your browser to find our Help Centre.

## Macquarie Cash Management Account

enquiries 1800 806 310

account name RANCIC SUPER PTY LTD ATF RANCIC  
SUPER FUND  
account no. 968516468

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

- Electronic funds transfers up to \$5,000 a day using online banking.
- Increase your limit to \$100,000 using the Macquarie Authenticator App 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.
- For more information about your account including fees and charges, mistaken payments or unauthorised transactions, please read the terms and conditions for your product, available at [macquarie.com.au](http://macquarie.com.au) or by contacting us. If you have a complaint about our service, or to find out more about our dispute resolution procedures, please refer to [macquarie.com.au/feedback-and-complaints](http://macquarie.com.au/feedback-and-complaints).

### 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](http://help.macquarie.com)

### Download the Macquarie Mobile Banking app

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ABN 46 008 583 542 AFSL 237502

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www.macquarie.com.au

GPO Box 2520  
Sydney, NSW 2001



RANCIC SUPER PTY LTD  
C/ SAPIENT SUPERANNUATION  
PO BOX R1352  
ROYAL EXCHANGE NSW 1225

1 Shelley Street  
Sydney, NSW 2000

account balance **\$149,418.92**  
as at 30 Jun 22

account name RANCIC SUPER PTY LTD ATF RANCIC  
SUPER FUND  
account no. 968516468

transaction	description	debits	credits	balance
31.12.21	OPENING BALANCE			171,996.15
04.01.22	Deposit Manly Management 17.081 81 88 Cecil		1,919.10	173,915.25
07.01.22	Deposit SuperChoice P/L PC060122-062842150		320.83	174,236.08
19.01.22	BPAY BPAY TO MBRC RATES	79.95		174,156.13
19.01.22	BPAY BPAY TO UNITYWATER	317.21		173,838.92
21.01.22	Deposit SuperChoice P/L PC200122-062856270		451.84	174,290.76
31.01.22	Interest MACQUARIE CMA INTEREST PAID*		7.43	174,298.19
31.01.22	Direct debit FMC 10178780L49	1,433.20		172,864.99
01.02.22	Deposit Manly Management 17.081 81 88 Cecil		1,532.16	174,397.15
04.02.22	Deposit SuperChoice P/L PC030222-062871931		320.83	174,717.98
07.02.22	BPAY BPAY TO ASIC	56.00		174,661.98
18.02.22	Deposit SuperChoice P/L PC170222-062886107		445.99	175,107.97

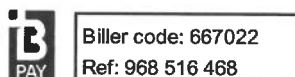
## how to make a transaction

online  
Log in to [www.macquarie.com.au/personal](http://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. 968516468

deposits using BPay  
From another bank



Bill code: 667022  
Ref: 968 516 468

continued on next



Macquarie Cash Management Account

enquiries 1800 806 310

account name RANCIC SUPER PTY LTD ATF RANCIC  
SUPER FUND  
account no. 968516468

transaction	description	debits	credits	balance
22.02.22	BPAY BPAY TO ASIC	344.00		174,763.97
28.02.22	Interest MACQUARIE CMA INTEREST PAID*		6.72	174,770.69
28.02.22	Direct debit FMC 10178780L49	1,433.20		173,337.49
01.03.22	Deposit Manly Management 17.081 81 88 Cecil		1,526.66	174,864.15
04.03.22	Deposit SuperChoice P/L PC030322-062901191		320.83	175,184.98
18.03.22	Deposit SuperChoice P/L PC170322-063474232		320.83	175,505.81
21.03.22	Funds transfer TRANSACT FUNDS TFR TO SIMMONS LIVINGSTON	220.00		175,285.81
21.03.22	Funds transfer TRANSACT FUNDS TFR TO SIMMONS LIVINGSTON	220.00		175,065.81
24.03.22	Funds transfer TRANSACT FUNDS TFR TO INFOCUS SECURITIES	4,600.00		170,465.81
31.03.22	Interest MACQUARIE CMA INTEREST PAID*		7.36	170,473.17
31.03.22	BPAY BPAY TO UNITYWATER	312.77		170,160.40
31.03.22	Direct debit FMC 10178780L49	1,433.20		168,727.20
01.04.22	Deposit Manly Management 17.081 81 88 Cecil		1,532.16	170,259.36
01.04.22	Deposit SuperChoice P/L PC310322-063489105		473.52	170,732.88
04.04.22	BPAY BPAY TO DEFT PAYMENTS	1,136.46		169,596.42
05.04.22	Deposit KATIE JONES REFUND FEES RANCIC		4,600.00	174,196.42
19.04.22	Deposit SuperChoice P/L PC140422-063504855		320.83	174,517.25
29.04.22	Interest MACQUARIE CMA INTEREST PAID*		6.92	174,524.17
29.04.22	Deposit SuperChoice P/L PC280422-031441023		434.31	174,958.48
02.05.22	Deposit Manly Management 17.081 81 88 Cecil		1,578.96	176,537.44
02.05.22	Direct debit FMC 10178780L49	1,433.20		175,104.24
13.05.22	Deposit SuperChoice P/L PC120522-031456560		328.86	175,433.10
19.05.22	Funds transfer TRANSACT FUNDS TFR TO RANCIC SUPER FUND	25,000.00		150,433.10
27.05.22	Deposit SuperChoice P/L PC260522-031471687		457.15	150,890.25
31.05.22	Interest MACQUARIE CMA INTEREST PAID*		6.24	150,896.49
31.05.22	Direct debit FMC 10178780L49	1,433.20		149,463.29
01.06.22	Deposit Manly Management 17.081 81 88 Cecil		1,532.16	150,995.45

continued on next



## Macquarie Cash Management Account

enquiries 1800 806 310

account name RANCIC SUPER PTY LTD ATF RANCIC  
SUPER FUND  
account no. 968516468

	transaction	description	debits	credits	balance
10.06.22	Deposit	SuperChoice P/L PC090622-011660227		328.86	151,324.31
14.06.22	BPAY	BPAY TO DEFT PAYMENTS	878.98		150,445.33
24.06.22	Deposit	SuperChoice P/L PC230622-093842909		433.20	150,878.53
30.06.22	Interest	MACQUARIE CMA INTEREST PAID*		14.41	150,892.94
30.06.22	Direct debit	FMC 10178780L49	1,474.02		149,418.92
		CLOSING BALANCE AS AT 30 JUN 22	41,805.39	19,228.16	149,418.92

\* Interest rate for the period 1 January to 26 May: 0.05% pa (146 days); 27 May to 16 June: balances \$0.00 to \$4,999.99 earned 0.00% balances \$5,000.00 and above earned 0.00% pa (21 days); 17 June to 30 June: balances \$0.00 to \$4,999.99 earned 0.25% balances \$5,000.00 and above earned 0.25% pa (14 days)



## Macquarie Cash Management Account

enquiries 1800 806 310

account name RANCIC SUPER PTY LTD ATF RANCIC  
SUPER FUND  
account no. 968516468

Please note the following financial services companies and/or financial advisers have authority on your account.

Name	Authority Type
LIVINGSTONE SIMON SIMMONS LIVINGSTONE & ASSOCIATES	Tax payment authority

### Authority descriptions

Tax payment authority - you authorise the third party to withdraw funds from your account to make payments on your behalf directly to the Australian Taxation Office (ATO).

Please consider carefully who you appoint as a third party authority on your account as we may follow their instructions as if they were yours. It is important that you understand this risk and carefully consider what level of authority you give to them. For more information on third party authority levels search 'Macquarie Help' in your browser to find our Help Centre.

### annual interest summary 2021/2022

INTEREST PAID	149.66
TOTAL INCOME PAID	149.66



## Macquarie Cash Management Account

enquiries 1800 806 310

account name RANCIC SUPER PTY LTD ATF RANCIC  
SUPER FUND  
account no. 968516468

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

- Electronic funds transfers up to \$5,000 a day using online banking.
- Increase your limit to \$100,000 using the Macquarie Authenticator App 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.
- For more information about your account including fees and charges, mistaken payments or unauthorised transactions, please read the terms and conditions for your product, available at [macquarie.com.au](http://macquarie.com.au) or by contacting us. If you have a complaint about our service, or to find out more about our dispute resolution procedures, please refer to [macquarie.com.au/feedback-and-complaints](http://macquarie.com.au/feedback-and-complaints).

### 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](http://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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App Store is a service mark of Apple Inc. Google Logo is a trademark of Google LLC.*

13-1

# Rancic Super Fund General Ledger



As at 30 June 2022

Transaction Date	Description	Units	Debit	Credit	Balance \$
<b>Real Estate Properties ( Australian - Residential) (77200)</b>					
<u>81/88 Cecily Street, Kallangur QLD, Australia (81/88Cecily)</u>					
01/07/2021	Opening Balance	# 13-2 1.00			375,000.00 DR
17/09/2021	DEPOSIT TD - part of \$56402.42 for property purchase	0.00	15,192.42		390,192.42 DR
21/09/2021	Settlement adjustments - Body corp	0.00		13-2 615.38	389,577.04 DR
30/06/2022	T/up depreciation per QSR	0.00		5-22 8,839.00	380,738.04 DR
30/06/2022	Revaluation - 30/06/2022 @ \$375,000.000000 (Exit) - 1.000000 Units on hand			5,738.04	375,000.00 DR
30/06/2022	Create Entries - Capital Works Expenditure Adjustment - 30/06/2022			13-7 375,000.00	375,000.00 DR
		<b>1.00</b>	<b>15,192.42</b>	<b>15,192.42</b>	<b>375,000.00 DR</b>

Total Debits: 15,192.42

Total Credits: 15,192.42

# SETTLEMENT STATEMENT

13.2

**Matter No:** 20202159  
**Re:** Rancic Property Pty Ltd Purchase from Linxdev Pty Ltd  
**Property:** Purchase of Unit 81 "Linx Residences" 88 Cecily Street, Kallangur

---

**Settlement Date:** 21 September 2021  
**Adjustment Date:** 18 August 2021  
**Contract Date:** 05 November 2020  
**Settlement Place:** PEXA  
**Settlement Time:** 2:00 pm

---

Contract Price	
Less Deposit	\$375,000.00
Plus Administrative & Sinking levies (01/08/2021 to 31/10/2021)	\$37,500.00
Plus Insurance Levy (24/08/2021 to 06/05/2022)	\$426.23
	<u>\$189.15</u>

**BALANCE AT SETTLEMENT**

\$338,115.38

**AVAILABLE FUNDING**

1. Loan Funds FIRSTMAC (INDICATIVE)	
2. Less Bank fees (estimated)	\$298,156.00
3. Less Stamp Duty	\$3,000.00
4. Less Legal Fees	\$11,550.00
5. Less PEXA Fees	\$1,775.12
	<u>\$117.92</u>

\$281,712.96

**ADDITIONAL FUNDS REQUIRED**

\$56,402.42

**POSTED**

13-3



NAPOLEON  
& RICHARD

Suite 25,  
330 Wattle Street  
Ultimo NSW 2007  
Ph. (02) 8004 5004  
info@naprich.com

## Napoleon & Richard Legal

ABN 71 608 406 480

## Tax Invoice

Rancic Property Pty Ltd ACN 644 888  
148 as trustee for Rancic Property  
Trust  
2 16 Jannle Court  
LABRADOR QLD 4215

Date: 16/09/2021

Invoice No: 1747

Due Date: 30/09/2021

Person Responsible: Leon Mazarakis

Matter: 20202159  
Rancic Property Pty Ltd ACN 644 888 148 as  
trustee for Rancic Property Trust

Memo: 20202159 Rancic Property Pty Ltd ACN 644 888 148 as  
trustee for Rancic Property Trust, Purchase of Lot 81  
"Linx Residences" 88 Cecily Street, Kallangur; Linxdev  
Pty Ltd

### Professional Fees

Date	Description	Amount	GST
16/09/2021	PEXA Priority Notice Fee	\$33.64	\$3.36
16/09/2021	InfoTrack search fee - Final Search	\$29.20	-
16/09/2021	To our professional costs for acting for you in relation to the abovementioned purchase. Professional costs include: opening file, attending to searches and enquiries, review of contract, preparation.	\$1,354.55	\$135.45
		<b>\$1,417.39</b>	<b>\$138.81</b>

### Disbursements

Date	Description	Amount	GST
	InfoTrack search fee	\$202.20	\$16.72
		<b>\$202.20</b>	<b>\$16.72</b>

Invoice Amount: \$1,619.59

Tax: \$155.53

Total Amount: \$1,775.12

Amount Received: -

Balance Due: \$1,775.12

Leon Mazarakis

Disclosure of your rights in relation to legal costs

13.4

If you have any concerns about our invoice, you are welcome to contact us to discuss those concerns.

You are entitled to request an itemised bill from us if the legal costs are not itemised in the attached invoice.

The avenues that are open to you under the Legal Profession Act 2007 in the event of a dispute to legal costs are:

- Applying for an assessment of our costs - your application for an assessment must be made within twelve (12) months of delivery of this invoice
- Applying to set aside our costs agreement (if any) - your application must be made within six (6) years from the date of the 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 Queensland Law Society, or download it from their website - [www.qls.com.au](http://www.qls.com.au)



# Contract for Residential Lots in a Community Titles Scheme

Twelfth 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 Residential Lots in a Community Titles Scheme 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: 5 November 2020

### SELLER'S AGENT

NAME:	Podium Project Marketing				
ABN:		LICENCE NO:			
ADDRESS:	PO Box 1975				
SUBURB:	NEW FARM	STATE:	QLD	POSTCODE:	4005
PHONE:	MOBILE:	FAX:	EMAIL:		
07 3358 6896		07 3358 4628	belinda.c@podium.property		

### SELLER

NAME:	Linxdev Pty Ltd A.C.N 622 736 252			ABN:	
ADDRESS:	PO Box 2214				
SUBURB:	TINGALPA	STATE:	QLD	POSTCODE:	4173
PHONE:	MOBILE:	FAX:	EMAIL:		
07 3908 1111			accounts@ardevelopments.com.au		

### SELLERS'S SOLICITOR

or any other solicitor notified to the Buyer

NAME:	Tobin King Lateef Lawyers				
REF:	2004323	CONTACT:	Amy Chambers		
ADDRESS:	GPO Box 713				
SUBURB:	BRISBANE	STATE:	QLD	POSTCODE:	4001
PHONE:	MOBILE:	FAX:	EMAIL:		
07 3224 3000		07 3221 3065	achambers@tobinking.com.au		

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

DS  
*[Signature]*

INITIAL EACH PAGE

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**BUYER**

NAME:	Rancic Property Pty Ltd ACN 644 888 148 as trustee for Rancic Property Trust			ABN:	
ADDRESS:	Unit 2, 16 Jannle Court				
SUBURB:	LABRADOR	STATE:	QLD	POSTCODE:	4215
PHONE:	MOBILE:	FAX:	EMAIL: trancic964@hotmail.com		

NAME:				ABN:	
ADDRESS:					
SUBURB:		STATE:		POSTCODE:	
PHONE:	MOBILE:	FAX:	EMAIL:		

**BUYER'S AGENT (if applicable)**

NAME:				CONTACT:	
REF:				CONTACT:	
ADDRESS:					
SUBURB:		STATE:		POSTCODE:	
PHONE:	MOBILE:	FAX:	EMAIL:		

**BUYER'S SOLICITOR (if applicable)**

*or any other solicitor notified to the Seller*

NAME:	Napoleon & Richard Legal			CONTACT:	Leon Mazarakis
REF:				CONTACT:	Leon Mazarakis
ADDRESS:	Suite 25, 330 Watlie Street				
SUBURB:	ULTIMO	STATE:	NSW	POSTCODE:	2007
PHONE:	02 8004 5004	MOBILE:		FAX:	
			EMAIL: leon@naprich.com		

**PROPERTY**

Lot:	ADDRESS:	Unit 81 "Linx Residences" Stage 3, 88 Cecily Street			
	SUBURB:	KALLANGUR	STATE:	QLD	POSTCODE: 4503
Description: Lot:	81	On:	<input checked="" type="checkbox"/> BUP <input checked="" type="checkbox"/> GTP <input checked="" type="checkbox"/> SP                 309048 (part of proposed Lot 904 on SP303682 being part of Lot 903 on SP303663)		
Scheme:	Linx Residences	Community Titles Scheme: 53607			
Title Reference:	to issue				
Present Use:	Residential				
Local Government:	Moreton Bay Regional Council				
Excluded Fixtures:	n/a				
Included Chattels:	Refer to Special Condition 24 of Annexure "A"				

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

DS

**PRICE**

**Deposit Holder:** Tobin King Lateef Lawyers

**Deposit Holder's Trust Account:** Tobin King Lateef Trust Account

**Bank:** Westpac Bank

**BSB:** 034 000      **Account No:** 217 408      **Reference:** 2004323

**Purchase Price:** \$375,000.00      *Unless otherwise specified in this contract, the Purchase Price includes any GST payable on the supply of the Property to the Buyer.*

**Deposit:** \$1,000.00      Initial Deposit payable on the day the Buyer signs this contract unless another time is specified below.

\$36,500.00      Balance Deposit (if any) payable on: the day finance is satisfied or waived

**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:** Sufficient to complete      *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:** Buyer's choice

**Finance Date:** 21 days from the date of this Contract

**BUILDING AND/OR PEST INSPECTION DATE**

**Inspection Date:** n/a      *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

Refer to Special Conditions 1 and 5 of Annexure "A"  
Refer to Disclosure Statement  
Statutory and service easements in accordance with the Community Management Statement for the Scheme

*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:** Refer to Special Condition 37 of Annexure "A"      *If the property is sold with vacant possession from settlement, insert 'Nil'. Otherwise complete details from Residential Tenancy Agreement.*

**TERM AND OPTIONS:**

STARTING DATE OF TERM:	ENDING DATE OF TERM:	RENT:	BOND:
		\$	\$

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

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Managing Agent:

AGENCY NAME: Refer to Special Condition 38 of Annexure "A"

PROPERTY MANAGER:

ADDRESS:

SUBURB:

STATE:

POSTCODE:

PHONE:

FAX:

MOBILE:

EMAIL:

POOL SAFETY FOR NON-SHARED POOLS

Complete the following questions if there is a non-shared pool in the Lot

Q1. Is there a non-shared pool on the Lot?

Yes

No Clause 4.2 of this contract does not apply

Q2. If the answer to Q1 is Yes, is there a Compliance or Exemption Certificate for the non-shared 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)

Q3. If the answer to Q2 is No, has a Notice of No Pool Safety Certificate been given prior to contract?

Yes

No

■ **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.

■ If there is a pool on the Lot and Q2 is not completed then Clause 4.2 applies.

■ Note: This is an obligation of the Seller under Section 16 of the Building Regulation 2006.

POOL SAFETY INSPECTOR

Pool Safety Inspector:

n/a

Pool Safety Inspection Date:

n/a

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

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

STATUTORY WARRANTIES AND CONTRACTUAL RIGHTS

The Seller gives notice to the Buyer of the following matters:

(a) Latent or Patent Defects in Common Property or Body Corporate Assets (s 223(a)(b))\*

Refer to Special Condition 43 of Annexure "A"

(b) Actual or Contingent or Expected Liabilities of Body Corporate (s 223(2)(c)(d))\*

Refer to Special Condition 43 of Annexure "A"

(c) Circumstances in Relation to Affairs of Body Corporate (s 223(3))\*

Refer to Special Condition 43 of Annexure "A"

(d) Exceptions to Warranties in clause 7.4(3)\*

Refer to Special Condition 34 of Annexure "A"

(e) Proposed Body Corporate Resolutions (clause 8.4)\*

■ **WARNING TO SELLER:** The Body Corporate and Community Management Act 1997 and the Contract include warranties by the Seller about the Body Corporate and the Scheme land. Breach of a warranty may result in a damages claim or termination by the Buyer. Sellers should consider whether to carry out an inspection of the Body Corporate records to complete this section.

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

Refer to Special Condition 34 of Annexure "A"

*\*Include in attachment if insufficient space*

**ADDITIONAL BODY CORPORATE INFORMATION**

Interest Schedule Lot Entitlement of Lot:	Refer to Disclosure Statement
Aggregate Interest Schedule Lot Entitlement:	Refer to Disclosure Statement
Contribution Schedule Lot Entitlement of Lot:	Refer to Disclosure Statement
Aggregate Contribution Schedule Lot Entitlement:	Refer to Disclosure Statement

**INSURANCE POLICIES**

Insurer:	Refer to Disclosure Statement	Policy No:
Building:	Refer to Disclosure Statement	
Public liability:	Refer to Disclosure Statement	
Other:	Refer to Disclosure Statement	

**POOL SAFETY FOR SHARED POOLS**

*Only complete the following questions if there is a shared pool on the Land.*

- A. Is there a shared pool on the Land or on adjacent land used in association with the Land?  Yes  No
- 
- B. If the answer to A is Yes, is there a Compliance or Exemption Certificate for the shared pool at the time of contract?  Yes  No
- 
- C. If the answer to B 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.*

**ELECTRICAL SAFETY SWITCH AND SMOKE ALARM**

*This section must be completed unless the Lot 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.

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

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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 s83 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.

GST WITHHOLDING OBLIGATIONS

Is the Buyer registered for GST and acquiring the Lot for a creditable purpose? *(select whichever is applicable)*

- Yes
- No

PLEASE TICK

*[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.]*

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

■ **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 Residential Lots in a Community Titles Scheme (Pages 8-16)  
Twelfth Edition Contain the Terms of this Contract.

**SPECIAL CONDITIONS - INITIAL**

- The following attached Annexures form part of this Contract:-
  - Annexure "A" Special Conditions;
  - Annexure "B" Guarantee and Indemnity;
  - Annexure "C" Authority & Direction - Invest Deposit.
- The Buyer hereby gives notice to the Seller that the Buyer's intended purpose for the property shall be an:-  
 Investment:-  Owner Occupier:-  **PLEASE TICK**  
 (Buyer to tick as applicable. [If not complete, it is assumed the Buyer's intended purpose is an "Investment"])
- The Buyer to tick as applicable and if in doubt should consult their legal advisors [if not completed the Buyer is assumed not a foreign person]:-
  - the Buyer is not a foreign person\*
  - the Buyer is a New Zealand citizen **PLEASE TICK**
  - the Buyer holds a permanent visa\*\*
  - the Buyer is a foreign person\* or temporary resident\*\*\*

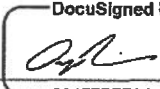
\* "foreign person" is defined in the *Foreign Acquisitions and Takeovers Act 1975 (Cth)*  
 \*\* "permanent visa" has the meaning in Section 30(1) of the *Migration Act 1958 (Cth)*  
 \*\*\* "temporary resident" is defined in the *Foreign Acquisitions and Takeovers Act 1975 (Cth)*

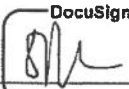
**SETTLEMENT**

SETTLEMENT DATE:	Refer to Special Condition 20 of Annexure "A"	■ or the next Business Day if that is not a Business Day in the Place for Settlement.
PLACE FOR SETTLEMENT:	Brisbane CBD	■ If Brisbane is inserted, this is a reference to Brisbane CBD.

**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.


DocuSigned by:  
BUYER:   
364F77FF9A174AE...

DocuSigned by:  
WITNESS:   
B50F92B8489645E... **SIGN HERE**

BUYER:  
By placing my signature above I warrant that I am the Buyer named in the Reference Schedule or authorised by the Buyer to sign.

WITNESS:  
[Note: No witness is required if the Buyer signs using an Electronic Signature]

SELLER:  
By its Attorney 

WITNESS: 

SELLER:  
By placing my signature above I warrant that I am the Seller named in the Reference Schedule or authorised by the Seller to sign.

WITNESS:  
[Note: No witness is required if the Seller signs using an Electronic Signature]

DEPOSIT HOLDER:

■ 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.

# TERMS OF CONTRACT

## FOR RESIDENTIAL LOTS IN A COMMUNITY TITLES SCHEME

### 1. DEFINITIONS

#### 1.1 In this contract:

- (1) terms in bold in the Reference Schedule and the Disclosure Statement have the meanings shown opposite them unless the context requires otherwise; and
- (2) (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 s14-220(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) "Body Corporate" means the body corporate of the Scheme;
- (g) "Body Corporate Debt" has the meaning in the Regulation Module but excludes the Body Corporate Levies for the period which includes the Settlement Date;
- (h) "Body Corporate Levies" means regular periodic contributions levied on the owner of the Lot (including, if applicable, levied under an exclusive use by-law) excluding any Special Contribution;
- (i) "Bond" means a bond under the *Residential Tenancies and Roaming Accommodation Act 2008*;
- (j) "Building" means any building that forms part of the Lot or in which the Lot is situated;
- (k) "Building Inspector" means a person licensed to carry out completed residential building inspections under the *Queensland Building and Construction Commission Regulations 2003*;
- (l) "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)
- (m) "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;
- (n) "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*;
- (o) "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*;
- (p) "Contract Date" or "Date of Contract" means the date inserted in the Reference Schedule;
- (q) "Court" includes any tribunal established under statute;
- (r) "Disclosure Statement" means the statement under section 206 (existing lot) or section 213 (proposed lot) of the *Body Corporate and Community Management Act 1997*;
- (s) "Electronic Signature" means an electronic method of signing that identifies the person and indicates their intention to sign the contract;
- (t) "Encumbrances" includes:
- (i) unregistered encumbrances;
  - (ii) statutory encumbrances; and
  - (iii) Security Interests.
- (u) "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)(i) & (ii), 5.3(1)(f), 5.5 and 6.1;
- but nothing in this definition precludes a Court from finding other terms to be essential;
- (v) "Exclusive Use Areas" means parts of the common property for the Scheme allocated to the Lot under an exclusive use by-law;
- (w) "Financial Institution" means a Bank, building society or credit union;
- (x) "General Purpose Socket Outlet" means an electrical socket outlet as defined in the *Electrical Safety Regulation 2013*;
- (y) "GST" means the goods and services tax under the GST Act;
- (z) "GST Act" means *A New Tax System (Goods and Services Tax) Act* and includes other GST related legislation;
- (aa) "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;
- (bb) "Improvements" means fixed structures in the Lot (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;
- (cc) "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;
- (dd) "Land" means the scheme land for the Scheme;
- (ee) "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 and/or the Lot;
- (ff) "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;
- (gg) "Outgoings" means:
- (i) rates or charges on the Lot by any competent authority (for example, council rates, water rates, fire service levies) but excludes land tax; and
  - (ii) Body Corporate Levies;
- (hh) "Pest Inspector" means a person licensed to undertake termite inspections on completed buildings under the *Queensland Building and Construction Commission Regulations 2003*;
- (ii) "Pool Safety Certificate" has the meaning in section 231C(a) of the *Building Act 1975*;
- (jj) "Pool Safety Requirements" means the requirements for pool safety contained in the *Building Act 1975* and *Building Regulation 2006*;
- (kk) "Pool Safety Inspection Date" means the Pool Safety Inspection Date inserted in the Reference Schedule. If no date is inserted in the Reference

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

DS

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;
- (ll) "Pool Safety Inspector" means a person authorised to give a Pool Safety Certificate;
- (mm) "PPSR" means the Personal Property Securities Register established under *Personal Property Securities Act 2009 (Cth)*;
- (nn) "Property" means:
  - (i) the Lot;
  - (ii) the right to any Exclusive Use Areas;
  - (iii) the Improvements;
  - (iv) the Included Chattels;
- (oo) "Regulation Module" means the regulation module for the Scheme;
- (pp) "Rent" means any periodic amount, including outgoings, payable under the Tenancies;
- (qq) "Reserved Items" means the Excluded Fixtures and all chattels in the Lot and Exclusive Use Areas other than the Included Chattels;
- (r) "Scheme" means the community titles scheme containing the Lot;
- (ss) "Security Interests" means all security interests registered on the PPSR over Included Chattels and Improvements;
- (tt) "Special Contribution" means an amount levied by the Body Corporate under the Regulation Module for a liability for which no provision or inadequate provision has been made in the budget of the Body Corporate;
- (uu) "Transfer Documents" means:
  - (i) the form of transfer under the *Land Title Act 1994* required to transfer title in the Lot to the Buyer; and
  - (ii) any other document to be signed by the Seller necessary for stamping or registering the transfer;
- (vv) "Transport Infrastructure" has the meaning defined in the *Transport Infrastructure Act 1994*; and
- (ww) "Withholding Law" means Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

1.2 Words and phrases defined in the *Body Corporate and Community Management Act 1997* have the same meaning in this contract unless the context indicates otherwise.

**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) 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, 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 s14-215 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 s14-235 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 Lot and Improvements; and
  - (b) no later than 2 Business Days prior to the Settlement Date, the Seller gives the Buyer a valuation of the Lot and Improvements prepared by a registered valuer,

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- In which case the market value of the Lot 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(17), 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 or the Body Corporate 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 assessment (excluding any discount).
- (3) If there is no separate assessment of rates for the Lot 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 Interest schedule lot entitlement of the Lot to the aggregate interest schedule lot entitlement of the Scheme; 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 Lot 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 Lot 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 or the Body Corporate, as appropriate. 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), 2.6(9) and 2.6(10).
- (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 Seller is liable for:
- (a) any Special Contribution for which a levy notice has been issued on or before the Contract Date; and
- (b) any other Body Corporate Debt (including any penalty or recovery cost resulting from non-payment of a Body Corporate Debt) owing in respect of the Lot at settlement.
- The Buyer is liable for any Special Contribution levied after the Contract Date.
- (13) If an amount payable by the Seller under clause 2.6(12) is unpaid at the Settlement Date, the Buyer may deduct the specified amount from the Balance Purchase Price at settlement and must pay it promptly to the Body Corporate.
- (14) For the purposes of clause 2.6(12), an amount payable under an exclusive use by-law will be treated as levied on the date it is due.
- (15) 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.
- (16) 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.
- (17) 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 practicable 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.

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**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;
  - (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; and
  - (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 Lot is sold subject to:

- (1) the *Body Corporate and Community Management Act 1997* and the by-laws of the Body Corporate;
- (2) any reservations or conditions on the title or the original Deed of Grant.

**7.2 Encumbrances**

The Property is sold free of all Encumbrances other than the Title Encumbrances, Tenancies, statutory easements implied by part

6A of the *Land Title Act 1994* and interests registered on the common property for the Scheme.

**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) it will be the registered owner of an estate in fee simple in the Lot and will own the Improvements and Included Chattels;
  - (b) it will be capable of completing this contract (unless the Seller dies or becomes mentally incapable after the Contract Date); and
  - (c) there will be no unsatisfied judgment, order (except for an order referred to in clause 7.6(1)(b)) or writ affecting the Property.
- (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) The Seller warrants that, except as disclosed in this contract, at the Contract Date:
- (a) there is no unregistered lease, easement or other right capable of registration and which is required to be registered to give indefeasibility affecting the common property or Body Corporate assets;
  - (b) there is no proposal to record a new community management statement for the Scheme and it has not received a notice of a meeting of the Body Corporate to be held after the Contract Date or notice of any proposed resolution or a decision of the Body Corporate to consent to the recording of a new community management statement for the Scheme;
  - (c) all Body Corporate consents to improvements made to common property and which benefit the Lot, or the registered owner of the Lot, are in force; and
  - (d) the Additional Body Corporate Information is correct (if completed).
- (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) If:
- (a) the Seller breaches a warranty in clause 7.4(3); or
  - (b) the Additional Body Corporate Information is not completed;
- and, as a result, the Buyer is materially prejudiced, the Buyer may terminate this contract by notice to the Seller given within 14 days after the Contract Date but may not claim damages or compensation.
- (6) Clauses 7.4(4) and 7.4(5) do not restrict any statutory rights the Buyer may have which cannot be excluded by this contract.
- (7) (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(7), the Buyer may:
- (i) terminate this contract by notice in writing to the Seller given no later than 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.
- (8) The Seller does not warrant that the Present Use is lawful.
- 7.5 Survey and Mistake**
- (1) The Buyer may survey the Lot.

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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 on 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 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
  - 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 waiver pursuant to clause 4.1(2).

##### 4.2 Pool Safety for non-shared pool on Lot

- (1) This clause 4.2 applies if:
- there is a pool on the Lot and the answer to Q2 of the Reference Schedule is No or Q2 is not completed (for a non-shared pool on the Lot); and
  - 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:
- the issue of a Pool Safety Certificate; or
  - 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:
- the Buyer to arrange the inspection; and
  - 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 issued by the Pool Safety Inspection Date, the Buyer may give notice to the Seller that the Buyer:
- terminates this contract; or
  - 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

- Settlement must occur between 9am and 4pm AEST on the Settlement Date.
- 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

- The Transfer Documents must be prepared by the Buyer's Solicitor and delivered to the Seller a reasonable time before the Settlement Date.
- 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

- In exchange for payment of the Balance Purchase Price, the Seller must deliver to the Buyer at settlement:
  - any instrument of title for the Lot required to register the transfer to the Buyer; and
  - unstamped Transfer Documents capable of immediate registration after stamping; and
  - any instrument necessary to release any Encumbrance over the Property in compliance with the Seller's obligation in clause 7.2; and
  - if requested by the Buyer not less than 2 clear Business Days before the Settlement Date, the Keys; and
  - if there are Tenancies:
    - the Seller's copy of any Tenancy agreements;
    - a notice to each tenant advising of the sale in the form required by law; and
    - any notice required by law to transfer to the Buyer the Seller's interest in any Bond; and
  - 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.
- 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:
- covenants by the tenants under the Tenancies;
  - guarantees and Bonds (subject to the requirements of the *Residential Tenancies and Rooming Accommodation Act 2008*) supporting the Tenancies; and
  - manufacturers' warranties regarding the Included Chattels;
  - builders' warranties on the Improvements;
- to the extent that they are assignable and the Buyer accepts the assignment. 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 Lot and Exclusive Use Areas except for the Tenancies. Title to the Included Chattels passes at settlement.

##### 5.6 Reservations

- The Seller must remove the Reserved Items from the Property before settlement.
- 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.
- 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.
- 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).

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- (2) If there is:
  - (a) an error in the boundaries or area of the Lot;
  - (b) an encroachment by structures onto or from the Lot; or
  - (c) a mistake or omission in describing the Lot 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 section 246AG of the *Building Act 1975* that affects the Property. The Buyer may terminate this contract by notice to the Seller if there is an outstanding notice at the Contract Date under sections 247 or 248 of the *Building Act 1975* or sections 167 or 168 of the *Planning Act 2016* that affects the Property or Land.
- (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 Lot 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*; or
  - (h) there is a charge against the Lot under s104 of the *Foreign Acquisitions and Takeovers Act 1975*,

- 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:
    - (a) inspect records held by any authority, including Security Interests on the PPSR, relating to the Property or the Land; and
    - (b) apply for a certificate of currency of the Body Corporate's Insurance from any insurer.

**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 Lot 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;
- (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 Body Corporate Meetings**

- (1) The Seller must promptly give the Buyer a copy of:
  - (a) any notice it receives of a proposed meeting of the Body Corporate to be held after the Contract Date; and
  - (b) resolutions passed at that meeting and prior to settlement.
- (2) The Buyer may terminate this contract by notice in writing to the Seller given before settlement if it is materially prejudiced by:
  - (a) any resolution of the Body Corporate passed after the Contract Date, other than a resolution, details of which are disclosed to the Buyer in this contract; or
  - (b) where the Scheme is a subsidiary scheme, any resolution of a body corporate of a higher scheme.
- (3) In clause 8.4(2) a resolution includes a decision of the Body Corporate Committee to consent to recording a new community management statement.
- (4) If the Buyer is not given a copy of the resolutions before settlement, it may sue the Seller for damages.

**8.5 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.

**8.6 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;

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- (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.

**8.7 Seller's Obligations After Contract Date**

- (1) 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.
- (2) After the Contract Date, the Seller must not without the prior written consent of the Buyer, give any notice, seek or consent to any order or make an agreement that affects 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*.

**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.
- (3) Notices under this contract or required to be given by law may be given by:
  - (a) delivering or posting to the other party or its solicitor; or
  - (b) 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
  - (c) 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:
  - (a) 5 Business Days after posting;
  - (b) if sent by facsimile, at the time indicated on a clear transmission report; and
  - (c) 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**

- (1) 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.
- (2) 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

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severed and the effectiveness, validity or enforceability of the remainder will not be affected.

#### 10.9 Interpretation

##### (1) Plurals and Genders

Reference to:

- (a) the singular includes the plural and the plural includes the singular;
- (b) one gender includes each other gender;
- (c) a person includes a body corporate; and
- (d) a party includes the party's executors, administrators, successors and permitted assigns.

##### (2) Parties

- (a) If a party consists of more than one person, this contract binds them jointly and each of them individually.
- (b) 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

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

#### 11. ELECTRONIC SETTLEMENT

##### 11.1 Application of Clause

- (1) 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.
- (2) Acceptance of an invitation to an Electronic Workspace is taken to be an agreement for clause 11.1(1).
- (3) 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

- (1) The parties must:
  - (a) ensure that the Electronic Workspace is completed and all Electronic Conveyancing Documents and the Financial Settlement Schedule are Digitally Signed prior to settlement; and
  - (b) do everything else required in the Electronic Workspace or otherwise to enable settlement to occur on the Settlement Date.
- (2) If the parties cannot agree on a time for settlement, the time to be nominated in the Workspace is 4pm AEST.
- (3) If any part of the Purchase Price is to be paid to discharge an Outgoing:
  - (a) 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;
  - (b) 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.
- (4) If the Deposit is required to discharge any Encumbrance or pay an Outgoing at settlement:
  - (a) 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 11.2(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

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- (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" 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"

### SPECIAL CONDITIONS

1. Lot Subject to

The Lot is sold subject to:-

- (a) the provisions of the Act and the *Land Title Act 1994*;
- (b) the by-laws shown in the Disclosure Statement;
- (c) any transfer, lease, easement or other right over the Land given or to be given to the Council or any other statutory Authority;
- (d) any other encumbrance or thing referred to in this Contract or in the Disclosure Statement, including easements created upon registration of the Plan, statutory easements and/or service easements affecting the Lot;
- (e) the easements expressed or implied in favour of or against the owner of a lot and all ancillary rights by virtue of the Act and the *Land Title Act 1994*;
- (f) the Lot Entitlement of the Lot and all matters contained in or endorsed upon or annexed to the Plan as registered and the New Community Management Statement as recorded by the Registrar of Titles;
- (g) the residential Tenancy entered into, if any, pursuant to Special Condition 37.

2. Seller's Conditions

- (a) Despite any other provision, the Seller may terminate this Contract by written notice to the Buyer:-
  - (i) if the Council or any other relevant Authority refuses to grant or revoke any relevant permit, approval or certificate or imposes any conditions on the granting of any permit, approval or certificate with which the Seller is unable or unwilling to comply for the Seller to implement and construct the Development; or
  - (ii) if the Buyer is not bound under this Contract within five (5) business days after the Seller signs this Contract.
- (b) If the Seller terminates this Contract pursuant to Special Condition 2(a), the Buyer is entitled to a refund of the Deposit and any interest earned on it and each party shall have no further Claim against the other.

3. Buyer's Acknowledgements and Representations

- (a) The Buyer acknowledges that before the Buyer signed this Contract the Seller gave the Buyer the Disclosure Statement.
- (b) The Buyer has not relied on any representation made by the Seller or the Seller's agent in entering into this Contract, other than as set out in this Contract or in the Disclosure Statement and that it has signed the Contract after making its own investigations and enquiries.
- (c) The Buyer acknowledges and agrees that any information given in finance calculations, advertising, brochures and models for the Development is generic and indicative only and has not been relied upon by the Buyer in entering into this Contract.
- (d) The Buyer acknowledges that no agent or other consultant appointed by the Seller has authority to change or waive any term or special condition of this Contract, except the Seller's solicitors.
- (e) The Buyer acknowledges it may have received marketing material, which is the property of the Seller, in respect of the Development ("Marketing Material"). The Buyer must not use the Marketing Material in any way.

- (f) If the Buyer has relied upon any representations, statements or documents made or given to it by the Seller, any related party of the Seller or the Seller's agent which are material to the Buyer's decision to enter this Contract which are not set out in this Contract, then the Buyer must take the appropriate action to ensure that the details of those representations, statements or documents are included in this Contract and in the event such representations, statements or documents are not included in this Contract then the Buyer agrees that they are not material.
- (g) If at any time a dispute arises in relation to any representations, statements or documents made or given to the Buyer by the Seller, any related party of the Seller or the Seller's agent which are claimed to be material in the Buyer's decision to enter into this Contract and which are not included in this Contract, then the Buyer acknowledges and agrees that **Special Condition 3(f)** may be pleaded as a bar to any proceedings initiated by the Buyer against the Seller.

4. Disclosure Statement is part of Contract

- (a) The Disclosure Statement is part of this Contract and the parties are bound by the terms and representations in it.
- (b) The Buyer acknowledges that for all purposes the Disclosure Statement comprises so much of the contents of the Disclosure Statement as are necessary to comply with Section 213 of the Act and may not be the entire contents of the Disclosure Statement in its complete and final form.

5. Buyer will not Object to Certain Matters

Subject to the provisions of Chapter 5 of the Act, the Buyer may not make any Claim arising from:-

- (a) any minor variation in location, dimensions or area of the Lot as shown in the Disclosure Plan given to the Buyer or any drawings and schedules shown or given to the Buyer compared with the Plan as registered and in this regard a five per cent (5%) variation (or less) in area is considered minor;
- (b) any minor change to the area or dimensions of the Land;
- (c) the Seller subdividing or amalgamating any lot in the Development;
- (d) the Seller transferring or incorporating any additional land into the Scheme whether as a lot or common property;
- (e) the Seller transferring or excising any land (whether a lot or part of the Common Property) out of the Scheme;
- (f) any transfer, lease, easement or other right over the Land or the Common Property, given or to be given to any adjoining land, the Council, any other Authority, the Seller, the Body Corporate or to any other owner of a lot in the Plan;
- (g) any transfer, lease, easement or other right over the Lot, the Land, the Common Property or any adjoining land being granted to or requested by the Council, any other Authority, any adjoining land, the Seller, the Body Corporate or to any other owner of a lot in the Plan as a condition imposed on the granting of any permit, approval or certificate for the Seller to implement, construct and complete the Development even if the Buyer is materially affected by any such transfer, lease, easement or other right;
- (h) the non disclosure of any transfer, lease, easement or other right over the Lot, the Land or Common Property being given or to be given to any adjoining land, the Council, any other relevant Authority, the Seller, the Body Corporate or to any other owner of a lot in the Plan;
- (i) there being encroachments on the Land or encroachments onto adjoining land by improvements on the Land;
- (j) any of the matters referred to in **Special Conditions 1 and 2**;

- (k) any alteration in the number of lots in the Plan, the numbering of the lots in the Plan including the lot number of the Lot, the size or location of any other lot in the Plan or the Lot Entitlement of the Lot or any other lot in the Plan provided that the ratio that the Lot Entitlement of the Lot bears to the aggregate Lot Entitlement of all lots in the Plan is not varied by more than five per cent (5%);
- (l) the existence or passage through the Lot, the Land, the Common Property or any adjoining land of pipes, wire or connections of any system or service to the Lot, the Land, the Common Property or any adjoining land or jointly to one or more of them and whether or not that is protected by a registered easement;
- (m) any service to the Lot, the Land or the Common Property being a joint service with any other lot in the Plan or any adjoining land or that such service passes over or through the Lot, the Land or the Common Property or that any such service to any adjoining land passes over or through the Lot, the Land or the Common Property;
- (n) the non-disclosure of any statutory easements, service easements or services location diagram in the New Community Management Statement;
- (o) utilities (including electricity) which are supplied to the Lot, the Land or the Common Property by the Body Corporate or the Seller (or another person nominated by the Seller);
- (p) the Seller causing the Body Corporate to have a general meeting while the Seller is the sole member and electing or confirming the appointment of a committee including chairman, secretary and treasurer and attending to any other business the Seller thinks fit including, without limitation, matters referred to in this Contract or Section 68 of the Regulation Module;
- (q) the creation, after establishment of the Scheme, of agreements for the purposes, and generally on the terms, as set out in the Disclosure Statement;
- (r) the Seller's choice of a name for the Scheme (or any alteration to that name before registration of the Plan);
- (s) any changes made by the Seller to the proposed by-laws of the Body Corporate set out in the New Community Management Statement including any changes to those by-laws required by Council;
- (t) the Seller substituting items relating to the Building Specification as long as the Project Manager is satisfied (acting reasonably) that the new items are of similar quality as the items being substituted;
- (u) the proposed survey plan number or lot numbers disclosed in this Contract or the Disclosure Statement are altered;
- (v) the Seller complying with any conditions imposed by the Council or any other Authority on the granting of any permit, approval or certificate for the Seller to implement and construct the Development;
- (w) the staging of the Development (if any) and any changes to those future stages;
- (x) any changes to the terms and conditions of the Caretaking Agreement contained in Annexure D of the Disclosure Statement including authorising the Caretaker occupation of any part(s) of the Common Property for the purposes of fulfilling its duties under the Caretaking Agreement;
- (y) the final as-constructed internal layout of the Lot is a mirror image of that shown on any internal layout plans forming part of the Disclosure Statement;
- (z) any changes to the terms and conditions of the Letting Agreement contained in Annexure D.1 of the Disclosure Statement including authorising the Letting Agent occupation of any part(s) of the Common Property for the purposes of fulfilling its obligations and conducting the business authorised under the Letting Agreement;



- (aa) if construction of the Development is carried out in stages, the fact that some or all of the Facilities may not be fully completed until after the Settlement Date, provided that completion of the Facilities occurs within a reasonable period after the Settlement Date;
- (bb) any existing easements affecting the Land which may affect the Lot and/or the Common Property following settlement.

The Buyer acknowledges and agrees that it will not be materially prejudiced (as referred to in Sections 214 and 217 of the Act) by any of the matters referred to above.

6. Power of Attorney

- (a) Until the date which is twelve (12) months after the Scheme is changed by registration of the New Community Management Statement, the Buyer:
  - (i) irrevocably appoints the Seller and the Sellers' directors, if applicable, severally, to be the Buyer's attorney for the purposes set out in the Disclosure Statement; and
  - (ii) must not vote (or allow any person to vote for the Buyer) at a general meeting of the Body Corporate, or a committee meeting if the Buyer becomes a committee member, without the Seller's written consent.
- (b) In exercising the Power of Attorney pursuant to this clause the Seller warrants that any matters the Power of Attorney is used for will not have the effect of materially prejudicing the Buyer, unless the matter the Power of Attorney is used for is a requirement of Council or any other Authority. This clause does not merge on completion.

7. Adjustments and Readjustment

- (a) The Seller is liable for Outgoings and Land Tax up to and including the Adjustment Date. The Buyer is liable for Outgoings and Land Tax on and from the Adjustment Date.
- (b) If an Outgoing (except Land Tax) has been paid by the Seller which is required to be apportioned in accordance with Special Condition 7(a), then an adjustment will be made at settlement on the following basis:-
  - (i) If the Outgoing is for the Stage 1 Balance Lot, on the basis that the amount applicable to the Lot for the relevant paid period is equal to:-  
$$A \times (C \div B)$$
    - A the amount of the Outgoing paid by the Seller for the Land
    - B is the Aggregate Interest Schedule Lot Entitlement of all lots forming Stage 2 and Stage 3 only as specified in Schedule A of the New Community Management Statement
    - C is the Interest Schedule Lot Entitlement of the Lot in the Interest Schedule of the New Community Management Statement
  - (ii) If the Outgoing is for the Stage 2 Balance Lot, on the basis that the amount applicable to the Lot for the relevant paid period is equal to:-  
$$A \times (C \div B)$$
    - A the amount of the Outgoing paid by the Seller for the Stage 2 Balance Lot
    - B is the Aggregate Interest Schedule Lot Entitlement of all lots in the Plan forming Stage 3 only as specified in Schedule A of the New Community Management Statement

- C** is the Interest Schedule Lot Entitlement of the Lot in the Interest Schedule of the New Community Management Statement
- (c) If Land Tax is unpaid at the Settlement Date and the Office of State Revenue advises that it will issue a land tax clearance for the Lot on payment of a certain amount ("Outstanding Land Tax"), then:-
- (i) The Buyer may deduct the Outstanding Land Tax amount from the Balance Purchase Price at settlement and Land Tax will be treated as being paid and must be adjusted between the parties on the amount paid and apportioned between the parties in accordance with Special Condition 7(a); and
- (ii) At settlement, the Seller or its solicitor will collect the cheque for the Outstanding Land Tax and must forward it promptly to the Office of State Revenue following settlement.
- (d) If Land Tax is paid by the Seller prior to the Settlement Date, the Buyer and the Seller must adjust Land Tax on the following basis:-
- (i) If the Land Tax paid is for the Stage 1 Balance Lot, Land Tax must be apportioned between the parties in accordance with Special Condition 7(a) at settlement on the basis that the amount applicable to the Lot for the relevant financial year is equal to:-
- $A \times (C \div B)$
- where:
- A** is the assessment of Land Tax the Office of State Revenue would issue to the Seller as at the previous 30 June if the Seller was a corporation and owned no land other than the Stage 1 Balance Lot
- B** is the Aggregate Interest Schedule Lot Entitlement of all lots forming Stage 2 and Stage 3 only as specified in Schedule A of the New Community Management Statement
- C** is the Interest Schedule Lot Entitlement of the Lot in the Interest Schedule of the New Community Management Statement
- (ii) If the Land Tax paid is for the Stage 2 Balance Lot, Land Tax must be apportioned between the parties in accordance with Special Condition 7(a) at settlement on the basis that the amount applicable to the Lot for the relevant financial year is equal to:-
- $A \times (C \div B)$
- where:
- A** is the assessment of Land Tax the Office of State Revenue would issue to the Seller as at the previous 30 June if the Seller was a corporation and owned no land other than the Stage 2 Balance Lot
- B** is the Aggregate Interest Schedule Lot Entitlement of all lots in the Plan forming Stage 3 only as specified in Schedule A of the New Community Management Statement
- C** is the Interest Schedule Lot Entitlement of the Lot in the Interest Schedule of the New Community Management Statement
- (e) The Buyer may not:
- (i) require a retention or deduction from the Balance Purchase Price for unpaid Outgoings; or
- (ii) make or demand any payment from the Balance Purchase Price for Outgoings, unless

the Seller agrees.

- (f) If an Outgoing is adjusted on an amount that proves to be different from the actual amount of the Outgoing for the relevant period then either party may require a readjustment. The Seller need not comply with an obligation to pay an Outgoing until the readjustment is made.
- (g) If the Lot becomes rented prior to settlement pursuant to Special Condition 37, the Seller is entitled to Rent up to and including the Settlement Date and the Buyer is entitled to Rent after the Settlement Date. The Rent adjustment will be made by the Letting Agent for the Scheme.

8. Insurance of Buildings and Common Property

- (a) The Seller must pay the premiums payable in respect of insurances effected by the Body Corporate pursuant to the Regulation Module and Section 191 of the Act covering the period of one (1) year commencing on the date of establishment of the Scheme.
- (b) The first year's premium in respect of insurances referred to in Special Condition 8(a) must be apportioned between the parties accordance with Special Condition 7(a) and on the basis that the amount applicable to the Lot is that proportion of the premium paid by the Seller equal to:-

$A \times (C \div B)$

- A is the amount of the premium paid by the Seller
- B is the Aggregate Interest Schedule Lot Entitlement of all lots as specified in the Interest Schedule of the New Community Management Statement
- C is the Interest Schedule Lot Entitlement of the Lot as specified in the Interest Schedule of the New Community Management Statement

9. Registration of Plan

If the Plan is not registered at the date of this Contract then the Seller must use reasonable endeavours to obtain registration of the Plan at the earliest possible date.

10. Construction of the Building

The provisions of this clause apply where the Building has not been completed as at the date of this Contract.

(a) **The Building:**

- (i) The Seller must procure the construction of the Building substantially as shown in the Plans and Specifications. The Buyer is not entitled to compensation for any minor differences between the Building or the Lot as constructed and as described in the Plans and Specifications. The Seller discloses that in relation to parts of the Building other than the Lot, the final design and/or layout may change. The Buyer will not object to any such changes provided there is no change to the size and location of the Lot or the Building Specification other than minor variations allowed by Special Conditions 5(a) and 5(t) and in the circumstances specified in Special Condition 5(y).
- (ii) Should any such change to the Building or the Lot be due to requirements of the Council or any other Authority as referred to in Special Conditions 5(g) and 5(v), then the Buyer cannot demand compensation even if the Buyer is materially affected, unless the Seller agrees.
- (iii) Any change to the size and location of the Lot or the Building whether it be minor or material will be notified to the Buyer by a Further Statement as required by the Act.

(b) **Buyer's right to compensation:**

- (i) Subject to Special Conditions 10(a) and 10(c), if the Lot or the Building are not

constructed or provided substantially as shown in the Disclosure Statement or any Further Statement given to the Buyer and the Buyer is materially prejudiced then the Buyer may demand reasonable compensation from the Seller.

- (ii) If the parties have any dispute or difference as to the compensation contemplated by **Special Condition 10(b)(i)**, then such dispute or difference must be referred to an arbitrator to be agreed upon between the parties and in default of agreement then by such arbitrator as may be nominated for the purpose by the President for the time being of the Queensland Law Society and the decision of such arbitrator will be final and binding. Settlement will not be delayed by that arbitration and any adjustment to be made between the parties will occur after determination by the arbitrator.
- (iii) The Buyer must notify the Seller of a demand for compensation at least seven (7) days before the Settlement Date.

(c) **Seller may fix:**

The Seller may undertake to fix the thing or things complained of under **Special Condition 10(b)**. If the Seller elects to do so:

- (i) the Seller must do the work within a reasonable time;
- (ii) if the work is to the Lot and the work is not finished by the Settlement Date then the Seller hereby undertakes to finish the work within reasonable time after settlement;
- (iii) the Buyer may not claim compensation except for breach of the undertaking in subclause (ii) and **Special Condition 10(b)** applies to the payment of compensation under this clause.

(d) **Defects:**

Subject to **Special Conditions 11(a), 11(b), 11(d) and 11(e)**, the Seller must rectify any defects of materials or workmanship that are notified in writing within twelve (12) months from the building works being completed.

- (e) Nothing in this **Special Condition 10** will be construed to abrogate or limit the Buyer's right to terminate this Contract in the event the Buyer is materially prejudiced because the Lot or the Building is not constructed or provided substantially as shown in the Disclosure Statement or any Further Statement given to the Buyer.

11. **Buyer's Acknowledgement - Defects**

- (a) The Seller is not required to rectify scratches, chips, dents and other defects in any surface, covering or fixture or fitting unless the Buyer notifies the Seller of the defect before the Settlement Date or the Date of Possession, whichever is the earlier.
- (b) The Seller will endeavour to rectify any defects notified to it pursuant with **Special Condition 11(a)** before the Settlement Date. If the Seller is unable to rectify those defects before the Settlement Date then the Seller undertakes to finish the work within a reasonable time after the Settlement Date and the Buyer may not delay settlement in any circumstances.
- (c) The Buyer may inspect the Lot once before the Settlement Date for the purposes of identifying defects under **Special Condition 11(a)**.
- (d) The Buyer acknowledges that due to temperature changes and normal settlement, garage floors, driveways, terraces, tiled areas and exposed concrete surfaces, cornices and architraves and similar areas may develop imperfections (such as cracks). The Buyer agrees that the Seller does not have to fix these kinds of imperfections unless they result from defects of workmanship or materials.
- (e) The Buyer acknowledges that some of the materials used in construction (particularly in finishes and fittings) may include natural products (such as stone, timber and the like) and that these

materials:

- (i) may exhibit variations from the sample in shade, colour, texture, surface, finish, markings or the like and may contain natural fissures, occlusions, lines, indentations or the like;
- (ii) may expand, contract or distort over time as a result of exposure to heat, cold weather or the like;
- (iii) may mark or stain if exposed to certain substances; and
- (iv) may be damaged or disfigured by impact or scratching or other mechanical means,

and the Buyer agrees that the Seller does not have to fix these kinds of imperfections unless they result from defects of workmanship or materials.

12. Dispute

- (a) If any dispute arises between the Seller and the Buyer in relation to the Development and/or this Contract then the Seller may give the Buyer notice of intention to terminate this Contract. If the Buyer does not withdraw its objection giving cause to the dispute in writing within three (3) days of receipt of the Seller's notice then the Seller may terminate this Contract. If the Seller terminates this Contract under this clause the Buyer is entitled to a refund of the Deposit and any interest earned on it and each party will have no further Claim against the other.

13. Risk

The Lot is at the Seller's risk until the Date of Possession or the Settlement Date, whichever is the earlier. If the Land or the Building is destroyed or substantially damaged before the Date of Possession or the Settlement Date, whichever is the earlier, the Seller may terminate this Contract by notice to the Buyer and the Buyer is entitled to a refund of the Deposit and any interest earned on it and each party will have no further Claim against the other.

14. Buyer Must Settle

The Buyer may not refuse to:

- (a) settle this Contract; or
- (b) pay any part of the Purchase Price,

because of any defect in the Buildings or the Lot whether due to defective materials, workmanship or any other cause at all unless the defect means the Buyer is unable to occupy the Lot (as to which a certificate from the Seller's Project Manager will be conclusive evidence).

15. Amendment of By-Laws of Body Corporate

The Seller will cause the New Community Management Statement recorded for the Scheme to contain by-laws substantially in the form of the by-laws contained in Schedule C of the New Community Management Statement. The Buyer will not object to any minor changes made by the Seller to the proposed by-laws. The Seller is entitled to make such changes to the New Community Management Statement that may be necessary due to the staging of the Development.

16. Body Corporate Agreements

- (a) The Seller proposes that after the Scheme is changed upon registration of the New Community Management Statement:-
  - (i) the Body Corporate Agreements will continue;
  - (ii) the Seller may cause the Body Corporate to enter any other agreements or contracts required for the smooth and proper performance of the duties and powers of the Body Corporate, some of which are mentioned in the Disclosure Statement.

- (b) The Buyer agrees that the terms of the proposed Body Corporate Agreements:
  - (i) achieve a fair and reasonable balance between the interests of the parties; and
  - (ii) are appropriate for the Scheme and do not adversely affect the Body Corporate's ability to carry out its functions.

17. Deed of Covenant

- (a) If the Buyer transfers the Lot while the power of attorney given in **Special Condition 6** is still in force then the Buyer must have the transferee enter into a deed with the Seller in which the transferee:
  - (i) gives the Seller a power of attorney in the same terms and for the same purposes as **Special Condition 6**; and
  - (ii) undertakes to comply with the continuing obligations and restrictions on the Buyer under this Contract; and
  - (iii) includes liability to obtain a similar deed of covenant in favour of the Seller from any further purchaser, transferee or donee.
- (b) A deed of covenant required under **Special Condition 17(a)** must be prepared by the Buyer's solicitors at the Buyer's cost and be in a form acceptable to the Seller's solicitors.

18. Marketing, Display Lots and Advertising

The Seller may use all reasonable methods to sell other lots in the Development including, without limitation:

- (a) placing signs on the Land;
- (b) using the Common Property;
- (c) opening of display units; and
- (d) passing over the Common Property to and from any lots in the Scheme.

The Buyer may not object to the exercise of the Seller's rights under this clause.

19. No Caveats

The Buyer must not lodge a caveat over the Lot or the Land or any part of the Land. The Buyer irrevocably appoints the Seller and the Seller's directors, severally, to be the Buyer's attorney for the purpose of signing a withdrawal of a caveat lodged by the Buyer in contravention of this clause.

20. Settlement Date, Place and Time

- (a) **Settlement Date:** If the Plan is not registered as at the date of this Contract and subject to **Special Conditions 9, 20(b) and 20(c)**, the Settlement Date is the later of:
    - (i) the day which is fourteen (14) days after the day on which the Seller notifies the Buyer that the Scheme has been changed by registration of the New Community Management Statement and that an indefeasible title for the Lot has been created; or
    - (ii) the day which is fourteen (14) days from the date finance is satisfied or waived.
- In any event, settlement must not take place earlier than fourteen (14) days after the Seller gives advice to the Buyer that the Scheme has been established.
- (b) **Settlement Sunset Date:** If Settlement has not occurred by 30 June 2024 or any later date

agreed between the parties ("Settlement Sunset Date"), then:

- (i) the Seller; or
- (ii) subject to Special Condition 20(c), the Buyer

may terminate this Contract by notice to the other party.

- (c) If the Buyer notifies the Seller that the Buyer is terminating this Contract under Special Condition 20(c) and, within twenty-one (21) days, the Seller gives the Buyer a certificate from the Seller's Architect, Project Manager, surveyor or builder stating that the construction of the Building was delayed because of:

- (i) damage by fire, explosion, war, civil commotion or act of God; or
- (ii) disputes with neighbouring residents; or
- (iii) delay by the Council or any other Authority in giving any necessary approval; or
- (iv) inclement weather; or
- (v) industrial disputes; or
- (vi) a combination of these or any other causes beyond the Seller's control

and stating the period of such delay, then the Settlement Sunset Date is extended by the period of the delay stated in the certificate and the Buyer's notice of termination is ineffective.

- (d) Subject to Special Condition 20(c), if the either party terminates this Contract by a notice issued under Special Condition 20(b), the Buyer is entitled to a refund of the Deposit and any interest earned on it and each party will have no further Claim against the other.
- (e) **Settlement Place:** Settlement must be at the place in Brisbane notified by the Seller to the Buyer. Failing notification:
  - (i) if there is a mortgage on the Lot, settlement will be at the Brisbane office of the first mortgagee or its solicitor; or
  - (ii) if there is no mortgage on the Lot, settlement will be at the Brisbane office of the Seller's solicitors.

## 21. Sale of Development

The Seller may, at any time before the Settlement Date, transfer or assign its interest in the Land to any person. If it does, the following provisions apply:-

- (a) the terms of this Contract (including any guarantee) remain binding on the Buyer and the Guarantor and are enforceable by the assignee or transferee;
- (b) the Seller will give the Buyer a covenant signed by the transferee or assignee in which it agrees to be bound by the obligations of the Seller under this Contract; and
- (c) on delivery of the covenant to the Buyer, the Seller is released from all liabilities and obligations under this Contract.

## 22. Right to Mortgage Land

- (a) The Seller may, at any time, mortgage or charge the Land.
- (b) If this Contract is an instalment contract under the *Property Law Act 1974*, the Buyer consents to the Seller mortgaging the Land from time to time.

23. Goods and Services Tax

(a) *Payment of GST.* The parties agree that:

- (i) the Purchase Price is inclusive of GST but any other Payments have been calculated without regard to GST, unless otherwise specified;
- (ii) if the whole or any part of any Payment is the consideration for a Taxable Supply for which the payee is liable to GST, the payer must pay to the payee an additional amount equal to the GST Amount, either concurrently with that Payment or as otherwise agreed in writing;
- (iii) any reference to a cost or expense in this Contract excludes any amount in respect of GST forming part of the relevant cost or expense when incurred by the relevant party for which that party can claim an Input Tax Credit;
- (iv) the payer will pay to the payee on demand any interest, penalties, fines or other charges to the extent that they arise from the payer's failure to make a Payment when due under this Contract;
- (v) this clause will not merge on completion.

(b) *Definitions and Interpretation:* For the purpose of this clause:

- (i) Capitalised expressions which are not defined in this clause but which have a defined meaning in the GST Law have the same meaning in this Contract;
- (ii) In this Contract:

"GST" means the goods and services tax as imposed by the GST Law.

"GST Amount" any Payment (or the relevant part of that Payment) multiplied by the appropriate rate of GST (currently, ten per cent (10%)).

"GST Law" has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999*, or, if that Act does not exist for any reason, means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act.

"Payment" means any amount payable under or in connection with this Contract (other than Purchase Price) including any amount payable by way of indemnity, reimbursement or otherwise and includes the provision of any non-monetary consideration.

24. Chattels


- (a) On settlement of this Contract, ownership of the Chattels, if any, (and the benefit of any manufacturer's warranties for those Chattels) passes from the Seller to the Buyer.
- (b) The Seller need not fix defects in Chattels that are sold with a manufacturer's warranty.

25. Safety Switch & Smoke Alarms

The Seller hereby gives notice to the Buyer that:

- (a) an Approved Safety Switch for the General Purpose Socket Outlet as defined in the *Electrical Safety Regulation 2013* will be installed in the Lot;
- (b) smoke alarms will be installed in the Lot complying with the requirements for smoke alarms in domestic dwellings under the *Fire and Emergency Service Act 1990*.

26. Bank Guarantee

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- (a) Instead of paying the Deposit required by Clause 2.2 of the Terms of Contract and the Reference Schedule, the Buyer may lodge with the Seller's solicitor a Bank Guarantee which satisfies the requirements of this clause.
- (b) If the Buyer has already paid a cash Deposit in accordance with Clause 2.2 of the Terms of Contract, the Buyer may at any time elect to replace that cash Deposit with a Bank Guarantee that satisfies the requirements of this clause.
- (c) In order to satisfy the requirements of this clause, a Bank Guarantee must:-
  - (i) be issued by a bank licensed to trade in Australia, or another financial institution acceptable to the Seller;
  - (ii) have a face value equal to the amount of the Deposit required to be paid;
  - (iii) be issued in favour of the Deposit Holder;
  - (iv) require the issuer of the instrument, upon demand by the Seller's solicitor, and without reference to the Buyer, to pay to the Deposit Holder the face value of the instrument;
  - (v) be unconditional and irrevocable; and
  - (vi) unlimited as to time or have an expiry date of not earlier than 5 ½ years from the date of Contract.
- (d) The Seller's solicitor may call upon a Bank Guarantee lodged pursuant to this clause if and only if:-
  - (i) this Contract has been terminated for default on the part of the Buyer and the Seller has declared the Deposit forfeited; or
  - (ii) the Buyer has (notwithstanding the requirements of Special Condition 26(c)) delivered a Bank Guarantee which is limited by time and the Buyer has failed (despite request by the Seller's solicitor) to replace the Bank Guarantee with either a cash deposit or a further Bank Guarantee at least seven (7) days before to the due date for expiry.
- (e) If the Seller's solicitor calls upon the Bank Guarantee in accordance with Special Condition 26(d), the proceeds received must be paid to the Deposit Holder and dealt with in accordance with the terms of the Act and this Contract.

27. Buyer a Company/Trustee

- (a) If the Buyer is a company or trustee, this Contract is not binding on the Seller until the Buyer's performance has been guaranteed by one or more persons of financial substance satisfactory to the Seller, such guarantee to be by execution of the form of guarantee attached to this Contract as Annexure "B".
- (b) If the Buyer is described in the Reference Schedule as being trustee of a trust, then the Buyer warrants to the Seller that:-
  - (i) it is the sole trustee of the trust;
  - (ii) it enters into this Contract for the sole benefit of the beneficiaries of the trust;
  - (iii) it has taken all steps necessary to entitle it to be indemnified from the assets of the trust against any liability undertaken pursuant to this Contract;
  - (iv) it will, upon request, deliver to the Seller copies of all constituent documents of the trust.

28. Deposit

The parties acknowledge that under no circumstance is the Deposit to exceed twenty per cent (20%)

of the Purchase Price before settlement of this Contract. If the Seller allows the Buyer a discount or the Seller agrees to reduce the Purchase Price for any reason, or any circumstance arises which could lead to the Deposit exceeding twenty per cent (20%) of the Purchase Price before settlement, then such discount, reduction or circumstance will be conditional upon settlement. If for any reason that condition cannot operate, the Buyer will immediately be entitled to a refund of any money that would otherwise result in the twenty per cent (20%) being exceeded or to reduce any bank guarantee to an amount equal to twenty per cent (20%) of the Purchase Price.

29. Investment of Deposit and Entitlement to Interest

(a) If the Deposit is provided by way of payment, or is paid upon call of a Bank Guarantee and provided:-

(i) the Buyer fully completes, including providing the Buyer's tax file numbers, and signs the Authority & Direction – Invest Deposit, attached to this Contract as Annexure "C"; and

(ii) it is lawful to do so,

subject to **Special Condition 29(c)** and provided this Contract is unconditional in all respects save for registration of the Plan and provided further the full Deposit payable under this Contract has been received by the Deposit Holder, the Deposit Holder may invest the Deposit funds in an interest bearing account with a Bank nominated by the Deposit Holder in the names of the parties eventually entitled to receive it.

(b) The Deposit Holder is authorised to give the parties tax file number and date of birth and any such other information as required to the financial institution with which the Deposit is invested.

(c) The parties acknowledge the minimum period for which the Deposit Holder may invest the Deposit funds is three (3) months.

(d) In the event:-

(i) this Contract becomes unconditional in all respects save for registration of the Plan;

(ii) the full Deposit payable under this Contract has been received by the Deposit Holder; and

(iii) the estimated registration date of the Scheme as advised by the Seller is less than three (3) months,

the Deposit Holder will not invest the Deposit funds.

(e) Any interest paid on the investment pursuant to **Special Condition 29(a)** must be held by the Deposit Holder in trust until either the Seller or the Buyer becomes entitled to it under this Contract or at law. The interest will not be held by the Deposit Holder by way of deposit but under an unrelated trust and under no circumstances will the Seller or the Buyer be entitled to receive any of the interest before this Contract is settled or terminated.

(f) The party entitled to receive the interest paid on the investment under **Special Condition 29(a)** is:-

(i) if this Contract settles, the Buyer (provided the Buyer is not in default of its obligations under this Contract);

(ii) if this Contract is terminated by the Seller due to a default of the Buyer, the Seller;

(iii) if this Contract is terminated by the Buyer due to a default of the Seller, the Buyer;

(iv) if this Contract is terminated by the Seller without default by the Buyer, the Buyer.

(g) Where the Deposit Holder has invested the Deposit, the Deposit Holder is entitled to deduct from any interest earned an administration fee of \$60.00 (+ GST) per investment.

- (h) The parties authorise the Deposit Holder to prepare and lodge any taxation return necessary in respect of the Deposit and interest and to pay any tax assessed out of the Deposit and interest. The parties indemnify the Deposit Holder against any taxation assessed in respect of such interest.
- (i) The Deposit is invested at the risk of the Seller and the Buyer and the parties indemnify the Deposit Holder against any loss arising from the investment of the Deposit.

30. Privacy

- (a) The Buyer consents to:-
  - (i) the collection of the Personal Information;
  - (ii) the use and disclosure by the Seller of the Personal Information for the purposes of enabling the Seller to comply with its obligations under, associated with and arising in connection with this Contract, including any obligations to any third parties, such as the Seller's financier;
  - (iii) the disclosure to, and use by, third party contractors and service providers engaged by the Seller of the Personal Information for the purpose of:-
    - (1) enabling the Seller to fulfil its obligations under this Contract;
    - (2) procuring the provision to the Buyer of the products and services contemplated by this Contract;
    - (3) providing the Buyer with information relating to future activities of the Seller; or
    - (4) undertaking research in connection with this Contract and any future activities of the Seller.
  - (iv) the disclosure of Personal Information to related companies and other organizations with which the Seller is affiliated which may use and disclose Personal Information for marketing purposes;
  - (v) the disclosure of Personal Information to other third parties including professional advisers, printing houses, insurers and marketing agents;
  - (vi) the use and disclosure by the Seller of the Personal Information for the purposes of enabling the Seller to enforce its rights under this Contract;
  - (vii) the disclosure of Personal Information to the Letting Agent for the purposes of Special Condition 38;
  - (viii) the disclosure of Personal Information by the Seller to Origin and/or its agents so that the Seller as well as the Body Corporate may fulfill its obligations to Origin to provide such Personal Information to under the Origin Energy Agreement.
- (b) The Buyer acknowledges that:-
  - (i) the Personal Information is held by the Seller subject to the requirements of the Privacy Act;
  - (ii) in accordance with the requirements of the Privacy Act, the Buyer may request access to the Personal Information and request that it be corrected at any time;
  - (iii) the Buyer may request access to the Personal Information or request that it be corrected by contacting the Privacy Officer.

31. Severability

- (a) If a provision of this Contract is void or voidable or unenforceable by the Seller, but would not be void or voidable or unenforceable if it were read down, it must be read down accordingly.
- (b) If, despite **Special Condition 31(a)**, a provision of this Contract is still void or voidable or unenforceable by the Seller then:
  - (i) if the provision would not be void or voidable or unenforceable if a word or words were omitted therefrom, that word or those words (as the case may be) are severed; and
  - (ii) In any other case, the whole provision is severed,and the remainder of this Contract has full force and effect.

32. Buyer's Acknowledgment

The Buyer declares that before entering into the proposed contract and executing this Contract, the Buyer was given the opportunity to consult with a solicitor and the Buyer acknowledges that in relation to each term of this Contract:-

- (a) it does not cause or result in a significant imbalance in the parties rights and obligations;
- (b) it is reasonably necessary to protect the legitimate interests of the party who would be advantaged by the term; and
- (c) it will not cause detriment (whether financial or otherwise) to a party if it were to be applied or relied on,

and the Buyer acknowledges that it was given an effective opportunity to review, negotiate and to accept or reject the terms and conditions contained in this Contract, and it has entered into this Contract after having satisfied itself in that regard.

33. Inconsistency of Terms

Where there is any inconsistency between these Special Conditions and the Terms of Contract the Special Conditions prevail.

34. Terms of Contract

- (a) The parties acknowledge that they have each received a copy of the Terms of Contract and these Special Conditions which form part of this Contract.
- (b) The parties agree Clauses 2.3, 2.4(2), 2.6(1), 2.6(2)(c), 2.6(3), 2.6(5), 2.6(6), 4, 5.1(2), 7.4(3), 7.4(5), 7.5(2), 7.5(3), 7.5(4), 7.6, 8.1 and 8.4 of the Terms of Contract are deleted and do not apply to this Contract.
- (c) In Clause 7.4(2) of the Terms of Contract, the words "*at the Contract Date and*" are deleted.
- (d) In Clause 7.7(1) of the Terms of Contract, the words "*Contract Date*" are deleted and replaced with the words "*Settlement Date*".

35. Facsimile/Email Signing/Counterpart

- (a) This Contract may be entered into and becomes binding on the parties named in the Contract upon one party signing the Contract that has been signed by the other party (or a photocopy, facsimile or email copy of that Contract) and transmitting a facsimile or email copy of the Contract to the other party or the other party's agent or Solicitors.
- (b) This Contract may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were on the same instrument.
- (c) Execution by either or both of the parties to the Contract of a facsimile or email copy of this

Contract or transmission by facsimile or email of a copy of the Contract executed by that party shall constitute a valid and binding execution of this Contract by such party or parties.

- (d) If requested in writing by the other party, the party executing this Contract by way of facsimile or electronic transmission shall upon receipt of the original Contract (if received), execute the same and return the executed original Contract to the other party or the other party's agent or Solicitor.
- (e) For the purposes of the *Electronic Transactions Act 1999 (Cth)* and the *Electronic Transactions (Queensland) Act 2001*, each party consents to receiving notices and documents relating to this Contract electronically.
- (f) In accordance with Clause 11.5(i) of the Terms of Contract, the Seller hereby gives notice that it elects not to proceed with an Electronic Settlement. The notice given under this **Special Condition 35(f)** may be withdrawn by the Seller by further written notice to the Buyer given at any time up until five (5) Business Days before the Settlement Date.

36. Exclusive Use Area

The Buyer acknowledges that:

- (a) the Lot will be allocated exclusive use of that part of the Common Property allocated to the Lot in Schedule E of the New Community Management Statement and shown on the exclusive use plan attached to the New Community Management Statement for the purposes described in the by-laws of the New Community Management Statement ("Exclusive Use Area");
- (b) under the Council Development Approval, the Seller may be required to construct retaining wall(s) within the Exclusive Use Area;
- (c) the Exclusive Use Area will not form part of the title of the Lot and **Special Condition 5(a)** does not relate to the Exclusive Use Area in any circumstances;
- (d) the location, dimensions or area of the Exclusive Use Area may change;
- (e) it will not be materially prejudiced (as referred to in Sections 214 and 217 of the Act) by any change to the location, dimensions or area of the Exclusive Use Area or in the event retaining wall(s) are constructed within the Exclusive Use Area;
- (f) it is not entitled to make any objection or Claim on account of any retaining wall(s) and acoustic barrier(s) constructed within the Exclusive Use Area or any change to the location, dimensions or area of the Exclusive Use Area, even if the change is considered material; and
- (g) it is not entitled to make any objection or Claim arising from any such change to the location, dimensions or area of the Exclusive Use Area and if in fact retaining wall(s) and acoustic barrier(s) are constructed within the Exclusive Use Area.

37. Residential Tenancies

- (a) If the Buyer has indicated its purpose for the Lot shall be an "Investment" as referred to in clause 2 of the Special Conditions - Initial, then the Seller may use its best endeavours to source a tenant to rent the Lot prior to the Settlement Date ("Tenancy").
- (b) The terms of the Tenancy entered into (including the tenant), if any, will be determined in accordance with standard market expectations and must be approved by the Buyer before the Tenancy begins.
- (c) If the parties have any dispute or difference as to the terms and conditions of the Tenancy such dispute or difference must be referred to the President for the time being of The Real Estate Institute of Queensland who shall nominate a real estate agent experienced in the letting and leasing of residential properties similar to the Lot in the general location of the Development ("Rental Determinator") to resolve the dispute or difference.
- (d) The Rental Determinator shall act as an expert, not as an arbitrator, and his decision will be final

and binding upon the parties. The parties shall pay the cost of the Rental Determinator equally other than where the Rental Determinator's decision is that the terms and conditions of the Tenancy specified by the Seller are the same and/or similar as the Rental Determinator's decision and in that case the Buyer shall pay the Rental Determinator's costs.

38. Letting Agreement

- (a) If the Buyer has indicated that its purposes for the Lot shall be an "Investment" as referred to in clause 2 of the Special Conditions – Initial, the Letting Agent shall send or cause to be sent to the Buyer a Property Occupations Form 6 Appointment and reappointment of a property agent, resident letting agent or property auctioneer (or such other form as may be required by law) containing the terms and conditions and services usually offered by an agent for a property similar to the Lot ("Agent Appointment Form").
- (b) Should the Buyer wish to engage the Letting Agent to perform the letting, leasing and property management services for the Lot on its behalf, the Buyer shall within fourteen (14) days of receipt of the Agent Appointment Form but in any event no later than fourteen (14) days prior to the Settlement Date, return to the agent named in the Agent Appointment Form the Agent Appointment Form duly executed by the Buyer.
- (c) If the parties have any dispute or difference as to the terms and conditions of the Agent Appointment Form such dispute or difference must be referred to the President for the time being of The Real Estate Institute of Queensland who shall nominate a real estate agent experienced in the letting and property management of residential properties similar to the Lot ("Letting Determinator") to resolve the dispute or difference.
- (d) The Letting Determinator shall act as an expert, not as an arbitrator, and his decision will be final and binding upon the parties. The parties shall pay the cost of the Letting Determinator equally other than where the Letting Determinator's decision is that the terms specified in the Agent Appointment Form are the same and/or similar as the Letting Determinator's decision and in that case the Buyer shall pay the Letting Determinator's costs.

39. Progressive Construction of the Development

- (a) The Buyer acknowledges that construction of the Development will be carried out in stages.
- (b) Generally, construction of the Development will be carried out as follows:-
  - (i) Stage 1: The Scheme was established on 5 May 2020 by registration of the First Community Management Statement and Survey Plan (SP303663) subdividing the Land into fifteen (15) building format lots (lots 1 to 15), Common Property and the Stage 1 Balance Lot;
  - (ii) Stage 2: The Scheme will be changed by registration of a new community management statement and by the subdivision of the Stage 1 Balance Lot by proposed survey plan (SP303682) to create forty-five (45) additional building format lots (lots 16 to 42 and lots 90 to 107), Common Property and the Stage 2 Balance Lot;
  - (iii) Stage 3: The Scheme will be changed by registration of the New Community Management Statement and by the subdivision of the Stage 2 Balance Lot by the Plan to create forty-seven (47) building format lots (lots 43 to 89) and Common Property, which will complete the Development.
- (c) The Buyer acknowledges that if construction of the Development is carried out in stages, it will not object to, or make any Claim (including issuing any proceedings for an injunction or damages) related to:-
  - (i) any building operation (including construction) of any improvements, or any other things done, on any part of the Land and the noise, nuisance or other inconvenience which might arise from that;
  - (ii) the use by the Seller, and persons authorised by it, of the Common Property or other lots

in the Development to:

- (1) give access to and egress from any part of the Land with or without vehicles and equipment; and
  - (2) store building materials, vehicles, equipment or fill on any part of the Land.
- (iii) any variation to the number of stages and the creation of a different number of lots in various stages so long as the relevant Authorities have granted all appropriate approvals.
- (d) The Buyer must comply with any reasonable direction of the Seller (or those authorised by it) while construction or building operations are being carried out on any part of the Land, including directions related to traffic (vehicle and pedestrian) flow.
- (e) In exercising its rights under this clause, the Seller will use reasonable endeavours to prevent undue interference with the enjoyment, by the Buyer, of the Lot and the Common Property.
- (f) If the Buyer sells, transfers or otherwise disposes of the Lot before completion of the staged Development it must arrange for the purchaser, transferee or donee to sign a deed of covenant and deliver it to the Seller under which the purchaser, transferee or donee agrees to be bound by the provisions of this clause including the liability to obtain a similar deed of covenant in favour of the Seller from any further purchaser, transferee or donee.
- (g) If the Buyer does not comply with the provision of this clause, the Buyer hereby indemnifies the Seller against any loss and damage incurred by the Seller or any Claim made against the Seller as a result.

40. Stormwater Management Plan

- (a) The Seller discloses to the Buyer that as a condition of the Council Development Approval, the Seller must manage stormwater quality by constructing within the Development the Stormwater Management System.
- (b) The Seller is required to cause the implementation, maintenance and management of the Stormwater Management System in accordance the Stormwater Management Plans.
- (c) The Seller confirms:-
- (i) the Body Corporate has resolved to accept and sign under seal the Stormwater Management Plans;
  - (ii) the Body Corporate has signed under seal the Stage 1 Stormwater Management Plan;
  - (iii) ownership of the Stormwater Management System and Stormwater Management Devices in Stage 1 has passed to the Body Corporate;
  - (iv) the Body Corporate has assumed responsibility for the ongoing maintenance and management of the Stormwater Management System and Stormwater Management Devices in Stage 1.
- (d) When the Scheme is changed by registration of Stage 2 the Seller confirms:-
- (i) the Stage 2 Stormwater Management Plan will be Implemented and signed under seal of the Body Corporate;
  - (ii) ownership of the Stormwater Management System and Stormwater Management Devices in Stage 2 will pass to the Body Corporate;
  - (iii) the Body Corporate is responsible for the ongoing operation and maintenance of the Stormwater Management System and Stormwater Management Devices in Stage 2.
- (e) When the Scheme is changed by registration of Stage 3 the Seller confirms:-

- (i) the 10 Year Maintenance Agreement will be implemented and signed under seal of the Body Corporate;
  - (ii) ownership of the Stormwater Management System and Stormwater Management Devices in Stage 3 will pass to the Body Corporate;
  - (iii) the Body Corporate is responsible for the ongoing operation and maintenance of the Stormwater Management System and Stormwater Management Devices in Stage 3.
- (f) In this Contract:

**"Stormwater Management System"** means stormwater treatment measures and works as outlined in the Council Development Approval and any engineering drawings and documents approved pursuant to the Council Development Approval constructed or to be constructed in the Development.

**"Stage 1 Stormwater Management Plan"** means the quote dated 11 May 2020 issued by SPEL Stormwater and accepted by the Body Corporate contained in Annexure H of the Disclosure Statement and complying with the maintenance requirements of the Stormwater Management System approved by Council.

**"Stage 2 Stormwater Management Plan"** means the quote dated 14 May 2020 issued by SPEL Stormwater contained in Annexure H of the Disclosure Statement and complying with the maintenance requirements of the Stormwater Management System approved by Council.

**"10 Year Maintenance Agreement"** means the maintenance agreement between SPEL Stormwater and the Body Corporate contained in Annexure H of the Disclosure Statement and complying with the maintenance requirements of the Stormwater Management System approved by Council.

**"Stormwater Management Plans"** means the Stage 1 Stormwater Management Plan, Stage 2 Stormwater Management Plan and 10 Year Maintenance Agreement collectively.

**"Stormwater Management Devices"** means the stormwater quality and quantity mitigation and detention devices constructed or to be constructed within the Stormwater Management System.

41. Fire Hydrant Facilities

- (a) The Buyer acknowledges that:-
- (i) As a condition of the Council Development Approval, the Seller must construct, install and maintain fire hydrant facilities to serve the Development to the standard prescribed under the relevant parts of *Australian Standard AS2419.1 (2005) – Fire Hydrant Installations*, as amended from time to time ("Fire Hydrant Facilities");
  - (ii) Ownership and maintenance requirements of the Fire Hydrant Facilities constructed in Stage 1 has passed to the Body Corporate;
  - (iii) When the Scheme is changed by registration of Stage 2, ownership and maintenance requirements of the Fire Hydrant Facilities constructed in Stage 2 (if any) will pass to the Body Corporate;
  - (iv) When the Scheme is changed by registration of Stage 3, ownership and maintenance requirements of the Fire Hydrant Facilities constructed in Stage 3 (if any) will pass to the Body Corporate;
  - (v) the Body Corporate will be responsible for the cost of water consumption charges at the boundary meter and will be responsible for maintaining the Fire Hydrant Facilities in effective operating order in the manner prescribed in *Australian Standard AS1851(2013) - Routine Service of Fire Protection Systems and Equipment*, as amended from time to time, for the life of the Development.



42. Body Corporate Budget

- (a) The Buyer acknowledges the following:-
- (i) The body corporate budget disclosed in the Disclosure Statement ("Body Corporate Budget") is the Body Corporate Budget struck for the first financial year of the Body Corporate and is valid until 31 October 2021;
  - (ii) The Buyer's expected annual contributions to the Body Corporate contained in the Disclosure Statement ("Annual Contributions") are based on the Body Corporate Budget;
  - (iii) In the event the proposed Lot is not completed within the first financial year of the Body Corporate, the Annual Contributions expected to be paid by the Buyer are subject to the Seller's right to make changes pursuant to this Special Condition 42.
- (b) The Seller may make changes to the Body Corporate Budget and the Annual Contributions to reflect any of the circumstances referred to in this Special Condition 42 or as a consequence of the Seller exercising any rights under the other provisions of this Contract.
- (c) The Seller may source and obtain Body Corporate assets for Scheme and make allowances for the cost of acquisition of those Body Corporate assets in the Body Corporate Budget or change the nature of items, equipment or rights that constitute Body Corporate assets from those disclosed in the Disclosure Statement.
- (d) The Buyer acknowledges the anticipated Body Corporate Budget and Annual Contributions are estimated only and are subject to change due to factors affecting those costs such as (without limitation):
- (i) increases in taxes;
  - (ii) changes in applicable laws or requirements of the Body Corporate or any other Authority;
  - (iii) the timeframe for completion of Stage 3 of the Development; and
  - (iv) general economic factors affecting the costs of services, equipment, and other expenditure items over time.
- (e) Without limiting any of the Buyer's rights under the Act in respect of the Seller's obligation to give a Further Statement or any implied warranty deemed to be given by the Seller under the Act in respect of information contained in the Disclosure Statement, the Buyer will not object to make a Claim for any Minor Variation to the Body Corporate Budget and Annual Contributions compared to the actual body corporate budget and the Buyer's annual contributions to the Body Corporate upon registration of the Plan and New Community Management Statement.
- (f) In this Special Condition 42:
- "Minor Variation" means a variation of ten per cent (10%) (or less).

43. Implied Warranties

- (a) Without limiting the Buyer's rights under the Act in respect of the implied warranties under Section 223 of the Act ("Implied Warranties"), the Buyer acknowledges the Implied Warranties may change between the date of this Contract and the Settlement Date due to the progressive nature of construction of the Development.
- (b) In the event an Implied Warranty changes between the date of this Contract and the Settlement Date, the Seller will notify the Buyer of that change.

44. Definitions

- (a) Words or expressions defined in the Terms of Contract where used in these Special Conditions

have the same meaning as in the Terms of Contract unless the context specifies otherwise.

(b) In this Contract unless the context otherwise requires:

**"Act"** means the *Body Corporate and Community Management Act 1997* (as amended from time to time).

**"Adjustment Date"** means the day prior to the date the Plan is lodged with the Registrar of Titles for registration or, in relation to Body Corporate levies, from the date of striking the Body Corporate levies.

**"Architect"** means the architect nominated by the Seller from time to time for the purpose of this Contract.

**"Authority"** means any government semi-government, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity.

**"Body Corporate"** means the Body Corporate for Linx Residences CTS 53607 created on establishment of the Scheme.

**"Body Corporate Agreements"** means the agreements and arrangements entered into or to be entered into by the Body Corporate and disclosed in the Disclosure Statement.

**"Buildings"** means the improvements to be made to part of the Land (including the building of which the lot will be part) as part of the Development.

**"Building Specification"** means the features and finishes to the Development, the Facilities, the Buildings and the Lot as prepared by the Seller some of which are reproduced in the Disclosure Statement but subject to any variations permitted by this Contract, whether or not such variations are the subject of an amendment of the Council Development Approval.

**"Caretaker"** means the Manly Management Pty Ltd as trustee for The Linnett Family Trust who has been engaged by the Body Corporate to be the caretaker for the Scheme pursuant to the Caretaking Agreement disclosed in the Disclosure Statement.

**"Chattels"** means those chattels/appliances detailed in the Building Specification (if any).

**"Claim"** means any cost, claim, demand, obligation, remedy, damage, loss, action, proceeding, claim for compensation, requisition or objection, whichever is applicable.

**"Common Property"** means the common property of the Scheme created in Stage 1 and the additional common property to be created in Stage 2 and Stage 3 being so much of the Building and the Land which is not comprised in any lot.

**"Council"** means the Moreton Bay Regional Council.

**"Council Development Approval"** means the Decision Notice made on 10 April 2018 by the Council (Reference DA/34568/2017/V2M) in respect of the Development including all further permits and/or documents requiring approval under that decision notice and any future amendments or modifications made to that decision notice.

**"Development"** means the residential complex comprising of one-hundred and seven (107) residential units, Common Property and Facilities comprising the Scheme to be constructed on the Land generally in the way outlined in Special Condition 39 and in accordance with the Plans and Specifications and the First Community Management Statement.

**"Disclosure Plan"** means the proposed building format plan of survey (proposed SP 309048) complying with Section 213AA of the Act contained in Annexure A of the Disclosure Statement.

**"Disclosure Statement"** means the Disclosure Statement that accompanies this Contract containing the statements and documents due under Section 213 of the Act (as amended from time to time).

**"Facilities"** means the common amenities constructed or to be constructed as part of the Development and as shown and/or described in the Plans and Specifications.

**"First Community Management Statement"** means the first community management statement establishing the Scheme and recorded in the Register of Titles as dealing number 720032483.

**"Further Statement"** means a Further Statement to be given to the Buyer containing any variations or inaccuracies in the Disclosure Statement in accordance with Section 214 of the Act.

**"Land"** means the parent parcel of land situated at 88 Cecily Street, Kallangur and described as Lot 902 on SP 303592 bearing title reference 51187863 (now cancelled) including any lot subdivided from that land.

**"Letting Agent"** means Manly Management Pty Ltd as trustee for the Linnett Family Trust who has been authorised by the Body Corporate to act as the letting agent for the Scheme pursuant to the Letting Agreement disclosed in the Disclosure Statement.

**"Lot"** means the property the Seller has agreed to sell and the Buyer has agreed to purchase, as specified in the Reference Schedule of this Contract and identified in the Disclosure Statement to be constructed on part of the Land as part of the Development.

**"Lot Entitlement"** means the number allocated to the Lot in the Contribution Schedule or Interest Schedule of the New Community Management Statement.

**"New Community Management Statement"** means the proposed new community management statement for the Scheme contained in Annexure B of the Disclosure Statement.

**"Origin"** means Origin Energy (TM) Pty Limited ABN 49 108 327 760.

**"Origin Energy Agreement"** means the Centralised Energy Equipment – Master Agreement Terms and Supply Order – Metering Equipment for Embedded Networks contained in Annexure G of the Disclosure Statement, between the Seller and Origin and transferred to the Body Corporate by way of novation.

**"Personal Information"** means all personal information, as defined in the Privacy Act, relating to the Buyer, including all personal information set out in this Contract and otherwise disclosed by the Buyer to the Seller whether prior to or after the date of this Contract.

**"Privacy Act"** means the *Privacy Act 1988 (Cth)* and any regulations, ancillary rules, guidelines, orders, directions, directives, codes of conduct or other instrument made or issued under that act, as amended from time to time.

**"Privacy Officer"** means so far as the Seller is concerned, "The Privacy Officer, Linxdev Pty Ltd, PO Box 2214, Tingalpa Qld 4173".

**"Plan"** means the proposed building format plan of survey (proposed SP309048), which will, when registered, create a separate and indefeasible title for the Lot, all other lots in Stage 3 and Common Property.

**"Plans and Specifications"** means the plans for the construction of the Development, some of which are reproduced and contained in the Disclosure Statement and includes the Disclosure Plan, Other Proposed Plans and the Building Specification but subject to any variations permitted by this Contract, whether or not such variations are the subject of an amendment of the Council Development Approval.

**"Project Manager"** means the project manager nominated by the Seller from time to time for the purpose of this Contract.

**"Regulation Module"** means the *Body Corporate and Community Management*

(Accommodation Module) Regulation 2008 (as amended from time to time) of which is applicable to the Scheme.

"Scheme" means the "Linx Residences" Community Title Scheme 53607 established under the Act and proposed to be changed upon registration of Stage 2 and Stage 3.

"Settlement Date" means the date referred to in Special Condition 20(a).

"Stage 1" means the lots, Common Property and the Stage 1 Balance Lot created in stage 1 of the Development in the manner described in Special Condition 39(b)(i).

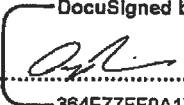
"Stage 2" means the lots, Common Property and the Stage 2 Balance Lot proposed to be created in stage 2 of the Development in the manner described in Special Condition 39(b)(ii).

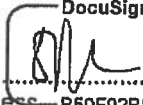

"Stage 3" means the lots and Common Property proposed to be created in stage 3 of the Development in the manner described in Special Condition 39(b)(iii).

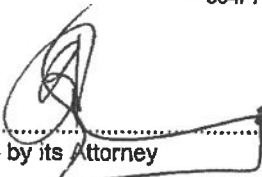
"Stage 1 Balance Lot" means standard format lot 903 on SP303663 bearing title reference 51217819.

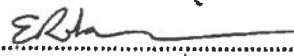
"Stage 2 Balance Lot" means proposed standard format lot 904 on SP303682.

"Terms of Contract" means the REIQ Terms of Contract for Residential Lots in a Community Titles Scheme Twelfth Edition.

DocuSigned by:  
  
Buyer/s  
364F77FF9A174AE...

DocuSigned by:  
  
Witness B50F92B8489645E... 

  
Seller - by its Attorney

  
Witness

**ANNEXURE "B"**  
**GUARANTEE AND INDEMNITY**

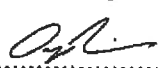

**TO: LINXDEV PTY LTD ACN 622 736 252 ("the Seller")**

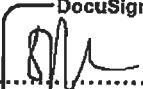
In consideration of the Seller (which expression shall where the context permits include its successors in title) having at the request of TANYA JUANITA RANCIC of Unit 2, 16 Jannie Court, Labrador QLD 4215 (hereinafter with executors and administrators called "the Guarantor") agreed to enter into the within contract for sale with RANCIC PROPERTY PTY LTD ACN 644 888 148 AS TRUSTEE FOR RANCIC PROPERTY TRUST (hereinafter called "the Buyer" which expression shall where the context permits include successors in title) the Guarantor (and if more than one then jointly and severally) hereby guarantee the Seller the due and punctual performance and observance of all the Buyer's obligations agreements and stipulations (including those of a negative character) under the said Contract including the payment of all monies payable under or in pursuance of the terms and conditions of the said Contract and the Guarantor further hereby covenants and agrees with the Seller that he will indemnify and keep indemnified the Seller against any loss howsoever arising which the Seller may suffer or incur in consequence of any failure on the part of the Buyer to promptly perform its obligations under the said Contract including any loss which the Seller may suffer or incur in consequence of any failure on the part of the Buyer to promptly pay all monies due under the said Contract and all costs (including those legal costs incurred on a Solicitor and Client basis) charges and expenses to which the Seller may be put in consequence of any failure or breach of the terms and conditions of the said Contract on the part of the Buyer and it is hereby further covenanted and agreed that this guarantee and indemnity shall not be affected or discharged by the Seller granting to the Buyer any time or other indulgence or other consideration or by reason of any transaction that may take place between the Seller and the Buyer or between the Seller and the Guarantor or by any other act or omission on the Seller's part whereby the liability of the Guarantor as surety would but for this provision have been affected or discharged.

IN WITNESS WHEREOF the Guarantor has hereunto set his hand and affixed his seal on the day and in the year hereinafter appearing

SIGNED SEALED AND DELIVERED by )  
the Guarantor(s) )

Dated this 03 November 2020 | 6:03 PM PST )  
in the presence of: )

DocuSigned by:  
  
364F77FF9A174AE... 

DocuSigned by:  
  
B50F92B8489645E...

William Colebrook

Witness (signature & full name)

**ANNEXURE "C"**

**AUTHORITY & DIRECTION - INVEST DEPOSIT**

To: Tobin King Lateef Lawyers  
Level 10, 217 George Street  
BRISBANE QLD 4000

Dear Sirs,

RE: LINXDEV PTY LTD SALE TO RANCIC PROPERTY PTY LTD ACN 644 888 148 AS  
TRUSTEE FOR RANCIC PROPERTY TRUST  
PROPERTY: UNIT 81 "LINX RESIDENCES" STAGE 3, 88 CECILY STREET,  
KALLANGUR QLD 4503  
YOUR MATTER NO: 2004323

You are hereby authorised and directed to invest from your Trust Account the full Deposit held in the above matter in an interest earning account with Westpac Banking Corporation until further notice.

I/we acknowledge that 32 days' notice is required to withdraw the Deposit funds if the interest earning account is required to be cancelled prior to the date it is due to mature.

The details of the Buyer(s) are as follows:-

FULL NAME: Rancic Property Pty Ltd ACN 644 888 148 as trustee for Rancic Property Trust.....

TAX FILE No: 382751439

PLEASE COMPLETE

(Please print CLEARLY)

**SIGNED BY THE BUYER(S):-**

Print Name(s): Rancic Property Pty Ltd ACN 644 888 148 as trustee for Rancic Property Trust.....

Signature(s):

SIGN HERE

Date: 03 November 2020 5:07 PM PST

**IMPORTANT NOTES:**

1. If this Authority is not fully completed and/or signed or we do not receive other written instruction from you or your legal representative to invest the deposit and your tax file number(s), the Deposit will not be invested.
2. The minimum period of which the Deposit Holder may invest the Deposit funds is for three (3) months. In the event the estimated registration date of the property as advised by the Seller from time to time is less than three (3) months the Deposit Holder will not invest the Deposit funds.
3. Where the Deposit Holder has invested the Deposit, the Deposit Holder is entitled to deduct from any interest earned and administration fee of \$60.00 (+ GST) per investment.

**BUYERS ACKNOWLEDGEMENT**  
**Contract for Residential Lots in a Community Titles Scheme**  
**("off the plan" contracts)**

I/we acknowledge receipt of the following documents:-

1. Property Occupations Form 8 Disclosure to prospective buyer (if applicable);
2. Proposed Contract including annexures;
4. Disclosure Statement pursuant to Section 213 of the *Body Corporate and Community Management Act 1997*, signed by the Seller or it's Attorney;
5. Buyer's Acknowledgement – Contracts for Residential Lots In a Community Titles Scheme ("off the plan" contracts);
6. Any other documents.

The above documents were delivered to me/us by hand / facsimile / email / post / courier.  
*(circle one method)*

If the above documents were not received by me/us, I/we will immediately contact the Seller or the Seller's Agent upon receipt and provide the Seller or the Seller's Agent with the opportunity to resubmit the documents.

I/we declare that prior to entering into the Proposed Contract and executing the above documents, I/we was/were given the opportunity to consult with a solicitor and I/we acknowledge that all terms and conditions of the Proposed Contract:

1. do not/will not cause a significant imbalance in the parties rights and obligations arising under the Proposed Contract;
2. are reasonably necessary to protect the legitimate interests of the party who would be advantaged by the term or condition; and;
3. do not/will not cause detriment (whether financial or otherwise) to a party if it were to be applied or relied on;

and I/we acknowledge that I/we were given an effective opportunity to review, negotiate and to accept or reject the terms and conditions contained in the Proposed Contract, and that I/we have entered into the Proposed Contract after having satisfied myself/ourselves in that regard.

I/we signed the Property Occupations Form 8 Disclosure to prospective buyer (if applicable) and Disclosure Statement pursuant to Section 213 of the *Body Corporate and Community Management Act 1997* prior to signing the Proposed Contract.

Name(s) Rancic Property Pty Ltd ACN 644 888 148 as trustee for Rancic Property Trust.....

Signature ..... 

Date 03 November 2020 7:51:04 PM PST.....

MISS TANYA JUANITA RANCIC  
 2/16 Jannie Crt  
 LABRADOR QLD 4215

Statement Period

Start date: 04/10/2020  
 End date: 29/07/2022  
 Issue date: 29/07/2022

Account Details	
Product Description: SUPER LIVEZ	
Customer name: RANCIC SUPER FUND, RANCIC PROPERTY TRUST, TANYA JUANITA RANCIC	BSB & Account number: 704997 - 100245997
Interest rate: 5.240%	Account type: L49

Effective	Posted	Description	Debit	Credit	Balance
	08/07/2022	Rate Altered From 4.740% (v) To 5.240% (v)			-270989.78
	01/07/2022	Payment Altered From 1474.02 To 1560.43 Due 31jul2022			-270989.78
	30/06/2022	Loan Interest	\$975.87		-270989.78
	30/06/2022	Credit from 182512 968516468		\$1,474.02	-270013.91
	22/06/2022	Rate Altered From 4.240% (v) To 4.740% (v)			-271487.93
	01/06/2022	Payment Altered From 1433.20 To 1474.02 Due 30jun2022			-271487.93
	31/05/2022	Loan Interest	\$997.79		-271487.93
	31/05/2022	Credit from 182512 968516468		\$1,433.20	-270490.14
19/05/2022	20/05/2022	Credit from Payment From: Rancic Super Fun Ref: Funds Transfer		\$25,000.00	-271923.34
	18/05/2022	Rate Altered From 3.990% (v) To 4.240% (v)			-296923.34
	30/04/2022	Loan Interest	\$975.25		-296923.34
	30/04/2022	Credit from 182512 968516468		\$1,433.20	-295948.09
	31/03/2022	Loan Interest	\$1,009.19		-297381.29
	31/03/2022	Credit from 182512 968516468		\$1,433.20	-296372.10



Effective	Posted	Description	Debit	Credit	Balance
	28/02/2022	Loan Interest	\$913.12		-297805.30
	28/02/2022	Credit from 182512 968516468		\$1,433.20	-296892.18
	31/01/2022	Loan Interest	\$1,012.38		-298325.38
	31/01/2022	Credit from 182512 968516468		\$1,433.20	-297313.00
	31/12/2021	Loan Interest	\$1,013.80		-298746.20
	31/12/2021	Credit from 182512 968516468		\$1,433.20	-297732.40
	30/11/2021	Loan Interest	\$982.58		-299165.60
	30/11/2021	Credit from 182512 968516468		\$1,433.20	-298183.02
	31/10/2021	Loan Interest	\$1,049.42		-299616.22
	31/10/2021	Credit from 182512 968516468		\$1,433.20	-298566.80
	29/09/2021	Withdrawal Firstmac Services	\$710.00		-300000.00
	29/09/2021	Withdrawal Funder Fees	\$300.00		-299290.00
	29/09/2021	Withdrawal Firstmac Assets Pty Ltd Pexa Funding Account	\$298,990.00		-298990.00



15-1

## Income tax 002

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Date generated	14/07/2022
Overdue	\$0.00
Not yet due	\$0.00
Balance	\$0.00

## Transactions

2 results found - from 14 July 2020 to 14 July 2022 sorted by processed date ordered newest to oldest

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Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
9 Nov 2021	8 Nov 2021	Payment received		\$805.40	\$0.00
5 Nov 2021	28 Feb 2022	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 20 to 30 Jun 21	\$805.40		\$805.40 DR

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