

SHELLDAM SUPERFUND

COST BASE OF 261 MCDONALDS ROAD

AS PER RECORDS PROVIDED

FOR THE YEAR ENDED 30 JUNE 2018

Contract Date:	21/02/2018
Purchase Price:	255,000.00
Less: Agreed Price Reduction	- 2,500.00
	<u>252,500.00</u>

Settlement Adjustments:	
- Stamp Duty	7,350.00
- Regn Fees	453.00
- Legals	2,598.78
- Rates Adjustment	213.28
- Water Adjustment	221.83
	<u>263,336.89</u>

Cash Movement	
- Bank Deposit	1,000.00
- Bank Payment	200,000.00
- Bank Payment	64,823.15
- Refund	- 2,486.26
	<u>263,336.89</u>

SETTLEMENT STATEMENT

Matter No: 20180709
Re: Shelldam Super Fund Purchase from Mohammed Taleb
Property: 261 McDonalds Road, Farnsfield, Queensland 4660

Settlement Date: 9 May, 2018
Adjustment Date: 9 May, 2018
Contract Date: 21 February, 2018
Settlement Place:
Settlement Time:

Contract Price	\$255,000.00 ✓
Less Deposit	<u>1,000.00 ✓</u>
	\$254,000.00
Plus Rates (for 01/01/2018 to 30/06/2018) \$742.38 x 52 days 181 days	<u>213.28</u>
	\$254,213.28
Plus Allocation (adjusted as paid for 01/04/2018 to 30/06/2018) \$388.20 x 52 days 91 days	<u>221.83</u>
	\$254,435.11
Less Agreed Price Reduction	<u>2,500.00</u>
BALANCE AT SETTLEMENT	<u><u>\$251,935.11</u></u>

CHEQUE DETAILS

1. Sunwater	\$388.20
2. Mav-Rav Pty Ltd	\$6,736.70
3. Finemore Walters & Story	\$1,195.48
4. Ali Taleb	<u>\$243,614.73</u>

CHEQUES TOTAL \$251,935.11

BUNDABERG

51 Woongarra Street, (PO Box 704) Bundaberg Qld 4670
P. 07 4153 0000 F. 07 4153 0017

CHILDERS

Incorporating the legal practice: Kingston & Stanton
11 Crescent St, (PO Box 96) Childers Qld 4660
P. 07 4126 1133 F. 07 4126 1823

MUNDUBBERA

68 Lyons Street, (PO Box 210) Mundubbera Qld 4626
P. 07 4165 4611 F. 07 4165 4052

GIN GIN

visited Office: 4 Dear Street, Gin Gin Qld 4671

15 May 2018

Contact: Margaret Freeman
Phone: 07 4153 0063
Email: margaretfreeman@fws.com.au
Our Ref: ACW:MAF:20180709

Please reply to our Bundaberg office

The Directors
Damshell Investments Pty Ltd as trustee
179 McCarthy Road
AVENELL HEIGHTS QLD 4670

Dear Damien and Michelle

**DAMSELL INVESTMENTS PTY LTD SHELLDAM SUPER FUND PURCHASE FROM
MOHAMMED TALEB
PROPERTY: 261 MCDONALDS ROAD, FARNSFIELD AND**

We confirm settlement of your purchase occurred on 9 May 2018.

Please find **enclosed** the Settlement Statement relating to your purchase.

We confirm:

- we are now attending to stamping and registration of the transfer and will advise you when registration has been recorded by the Titles Office Registry.
- rates are paid to 30 June 2018. In view of the adjustment made on settlement we confirm you will be responsible for payment of all future assessments which will issue from council. Relevant government authorities will be notified of your purchase upon lodgement of documents with the Titles Office Registry. Rate assessments issue half yearly about mid February and mid August. If you do not receive the next assessment we recommend you contact the council to ensure you do not either lose the benefit of any discount or incur any penalty for late payment.-
- an adjustment has been made for water allocation, accordingly you will be responsible for payment of all future accounts which will issue from Sunwater.

The financial details of the transaction are as follows:

Funds provided by you		\$264,823.15
Amount required for settlement (as per the Settlement Statement)	\$251,935.11	
Transfer duty	\$7,350.00	✓
Registration fees – transfer	\$453.00	✓
Balance funds retained on account of estimated fees and disbursements		

163426

PARTNERS

Mark Story BCom, LLB
Geoff Ebert BCom, LLB
Hal Ing BCom, LLB
Annette Wesche LLB, LLM



ASSOCIATE

Rebecca De Papi LLB (Hons)

CONSULTANT

Bill Kingdon

SOLICITORS

Danielle Britton LLB
Charlotte Carrodus LLB
Zack McKay LLB

Sarah Protani LLB
Sarah Shield BCom, LLB


(a tax invoice will be forwarded to you)	\$2,598.78 ✓	
Refund to you of Agreed Price Reduction	\$2,486.26	
(Price Reduction \$2,500.00 – less search fee \$20.24		
+ Registration of Water Alloc. \$34.00)		
	<hr/>	<hr/>
	<u>\$264,823.15</u>	<u>\$264,823.15</u>

Please find **enclosed**:

- Copy of the Rates notice for your information
- Water Supply Contract and Scheme information

Finally, thank you for your instructions in this matter. Our tax invoice and trust account statement are attached for your records. We look forward to being of further assistance to you in the future.

Yours faithfully



Annette Wesche | Partner
Finemore Walters & Story

Tax Invoice

Damshell Investments Pty Ltd as
trustee for Shelldam Super Fund
179 McCarthy Road
AVENELL HEIGHTS QLD 4670

Date: 17/05/2018
Invoice No: 113365
Due Date: 31/05/2018

Person Responsible: Annette Wesche

Matter: 20180709
Shelldam Super Fund

Memo: 20180709 Purchase from Taleb - 261 McDonalds
Road, Farnsfield

Summary

Description	Inv Amount
Professional Fees	\$1,721.50
Disbursements	\$877.28
Total	\$2,598.78
Less Amount Received	-
Less Protected Trust	\$2,598.78
Balance Due	\$0.00



CLICK TO PAY

Visit: <https://finemorewaltersandstory.rapidpay.com.au>
Ref: 140139967990



Billers Code: 244699
Ref: 1401 3996 7990

Use your online or mobile banking.
RapidPay will appear as the Biller Name.



BSB: 084571
Account: 508647876
Ref: 140139967990

Use your online or mobile banking.
Insert reference in the description field.

*Payments by credit cards may incur surcharge fees

Tax Invoice

Damshell Investments Pty Ltd as
trustee for Sheldam Super Fund
179 McCarthy Road
AVENELL HEIGHTS QLD 4670

Date: 17/05/2018
Invoice No: 113365

Person Responsible: Annette Wesche

Matter: 20180709
Sheldam Super Fund

Memo: 20180709 Purchase from Taleb - 261 McDonalds Road,
Farnsfield

Professional Fees

Description	Amount	GST
To our professional costs for acting for you in relation to the abovementioned purchase. Professional costs include: review of contract, obtaining initial instructions, attending to searches and enquiries, preparation for settlement. attendance at settlement and all other necessary work.	\$1,500.00	\$150.00
Fee for Incidental Services (including postage, photocopying, facsimile, telephone etc)	\$65.00	\$6.50
	\$1,565.00	\$156.50

Disbursements

Date	Description	Amount	GST
28/02/2018	Title Search	\$36.80	\$3.68
28/02/2018	QLD: Plan Image - CPCK2918	\$19.70	\$1.97
06/03/2018	InfoTrack: QLD Certificate - Ergon Energy: Property Search - 321/CPCK2918	\$35.94	\$3.59
17/04/2018	Administration & Transfer Fee	\$281.82	\$28.18
18/04/2018	Rates Search Fee	\$221.00	\$2.00
18/04/2018	Contaminated Land Search	\$70.99	\$2.17
18/04/2018	Department of Transport & Main Roads: Property Search - Lot 321 Plan CK2918	\$31.41	\$3.14
18/04/2018	InfoTrack: QLD Land Tax Certificate - 321/CPCK2918	\$39.63	\$3.96
20/04/2018	Priority Notice	\$34.00	-
02/05/2018	ASIC: Organisation Extract - DAMSHELL INVESTMENTS PTY LTD ACN 624 372 863	\$21.18	\$2.12
15/05/2018	Additional Registration Fees	\$34.00	-
		\$826.47	\$50.81

Invoice Amount:	\$2,391.47
Tax:	\$207.31
Total Amount:	<u>\$2,598.78</u>

Amount Received:	-
Less Protected Trust:	\$2,598.78
Balance Due:	<u>-</u>



Annette Wesche

Disclosure of your rights in relation to legal costs

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

Contract for Houses and Residential Land

Fourteenth Edition

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

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

REFERENCE SCHEDULE

Contract Date: 21-2-18

SELLER'S AGENT

NAME: A1 Realty Wide Bay Burnett

Michael Vella

ABN:
61150986539

LICENCE NO:
3466481

ADDRESS: 102 Churchill Street

SUBURB: CHILDERS

STATE: QLD POSTCODE: 4660

PHONE:
07 4126 1952

MOBILE:
0419 025 330

FAX:
07 4126 1956

EMAIL:
michael@a1realty.com.au

SELLER

NAME:
Mohammed Taleb

ABN:

ADDRESS: 102 Graham Street

SUBURB: Berala

STATE: NSQ POSTCODE: 2141

PHONE:

MOBILE:
0408 797 808

FAX:

EMAIL:
ali.taleb.1@hotmail.com

NAME:

ABN:

ADDRESS:

SUBURB:

PHONE:

MOBILE:

FAX:

EMAIL:

STATE:

POSTCODE:

SELLER'S SOLICITOR

NAME:
Finmore Walters and Story Solicitors

← or any other solicitor notified to the Buyer

REF: CONTACT:
Geoff Ebert

ADDRESS: 11 Crescent Street

SUBURB: Childers

STATE: Qld POSTCODE: 4660

PHONE:
41 26 11 33

MOBILE:
41 261 823

FAX:

EMAIL:
geoffreyebert@fws.com.au

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BUYER

ABN:

NAME: Damshell Investments Pty Ltd ACN 624 372 863 as Trustee for Sheldam Super FundADDRESS: 179 McCarthy RoadSUBURB: Avenell HeightsSTATE: Qld POSTCODE: 4670

PHONE:

MOBILE: 0407 961 070

FAX:

EMAIL: mstephenson482@gmail.com

NAME:

ABN:

ADDRESS:

SUBURB:

STATE: POSTCODE:

PHONE:

MOBILE:

FAX:

EMAIL:

BUYER'S AGENT (if applicable)

NAME:

ABN:

LICENCE NO:

ADDRESS:

SUBURB:

STATE: POSTCODE:

PHONE:

MOBILE:

FAX:

EMAIL:

BUYER'S SOLICITOR*← or any other solicitor notified to the Seller*

NAME:

Finemore Walters and Story

REF:

CONTACT: Annette WescheADDRESS: 51 Woongarra StSUBURB: BundabergSTATE: Qld POSTCODE: 4670

PHONE:

MOBILE:

FAX:

EMAIL:

4153 0000**PROPERTY**Land: ADDRESS: 261 McDonalds RoadSUBURB: FamsfieldSTATE: Qld POSTCODE: 4660 Built On VacantDescription: Lot 321on: CP CK 2918Title Reference: 17203221Area: 25.52HA*← (more or less)*Land sold as: Freehold Leasehold*← if neither is selected, the land is treated as being Freehold.*

Present Use:

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Local Government: Bundaberg Regional Council

Excluded Fixtures: See Schedule 2

Included Chattels: See Schedule 1

PRICE

Deposit Holder: Mav-Rav Pty Ltd T/A A1 Realty Wide Bay Burnett trust account

Deposit Holder's Trust Account: Mav-Rav Pty Ltd T/A A1 Realty Wide Bay Burnett trust account

Bank: National Australia Bank

BSB: 084-571 Account No: 73-465-8223

Purchase Price: \$ 255,000.00

← 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.

\$ _____ Balance Deposit (if any) payable on: _____

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

FINANCE

Finance Amount: \$ See Special Condition

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

Financier: _____

Finance Date: _____

BUILDING AND/OR PEST INSPECTION DATE:

Inspection Date: NA

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

MATTERS AFFECTING PROPERTY

Title Encumbrances:

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

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

Tenancies:

TENANTS NAME:

NA

TERM AND OPTIONS: _____

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

STARTING DATE OF TERM: _____

ENDING DATE OF TERM: _____

RENT: _____

BOND: _____

\$ _____

\$ _____

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Managing Agent:

AGENCY NAME:

NA

PROPERTY MANAGER:

ADDRESS:

SUBURB:

STATE:

POSTCODE:

PHONE:

MOBILE:

FAX:

EMAIL:

POOL SAFETY

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

- Yes
 No Clause 4.2 of this contract does not apply

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

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

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 Land 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: _____

Pool Safety Inspection Date: _____

← 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.

ELECTRICAL SAFETY SWITCH AND SMOKE ALARM

This section must be completed unless the Land is vacant.

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

(select whichever is applicable)

- installed in the residence
 not installed in the residence

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:** 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.

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

NEIGHBOURHOOD DISPUTES (DIVIDING FENCES AND TREES) ACT 2011

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

(select whichever is applicable)

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

← **WARNING:** Failure to comply with 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.

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The REIQ Terms of Contract for Houses and Residential Land (Pages 6-14) (Fourteenth Edition) contain the Terms of this Contract.

SPECIAL CONDITIONS

A.0 ELECTRONIC TRANSMISSION

A.1 The parties agree that all documents relating to this Contract (including the Contract itself) may be transmitted from one party to the other party by way of electronic transmission governed in all respects by the The Electronic Transactions (Queensland) Act 2001.

A.2 This Contract shall be deemed to be entered into and become binding on the parties named in the Contract upon one party signing the Contract that has been signed by the other party and transmitting the signed Contract by electronic transmission to the other party.

A.3 For the purposes of this Special Condition the term party includes the agent or solicitor for that party and the terms document and Contract include a photocopy, email copy or facsimile copy of such document or Contract.

B.0. Self-Managed Superfund

B.1 This Contract conditional upon the Buyer receiving sufficient funds to enable the Buyer to complete the purchase on or before the day that is 42 days from the Contract Date (Funds Transfer Date).

B.2 The Buyer must give notice to the Seller that:-

(a) sufficient funds have not been transferred to the Buyer by the Funds Transfer Date and the Buyer terminates this Contract; or (b) special condition B.1 has been either satisfied or waived by the Buyer.

B.3 The Seller may terminate this Contract by notice to the Buyer if notice is not given under special condition B.2 by 5pm on the Funds Transfer Date. This is the Sellers only remedy for the Buyers failure to give notice.

C.0 SITE CLEAN UP

C.1 The Seller at the cost of the Seller will reasonably remove general waste rubbish prior to settlement date

C.2 The Seller will remove any plant and equipment that is not the property of the Seller prior to Settlement date

C.3 Should the Seller not complete Special Conditions C.1 and C.2 the Buyer will have the right to terminate the contract and receive a full refund of the deposit

SETTLEMENT

Settlement Date: 21 days after notification of satisfaction or waiver of Special Condition B-1

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

Place for Settlement: Bundaberg Qld 4670

← 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.

Buyer: [Signature]

Witness: [Signature]
Not required if this contract is signed electronically

Buyer: [Signature]

Witness: [Signature]
Not required if this contract is signed electronically

Seller: [Signature]

Witness: [Signature]
Not required if this contract is signed electronically

Seller: _____

Witness: _____
Not required if this contract is signed electronically

Deposit Holder: [Signature]

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

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**TERMS OF CONTRACT
FOR HOUSES AND RESIDENTIAL LAND**

1. DEFINITIONS

1.1 In this contract:

(1) Terms in bold in the Reference Schedule have the meanings shown opposite them; and

(2) Unless the context otherwise indicates:

- (a) "Approved Safety Switch" means a residual current device as defined in the *Electrical Safety Regulation 2013*;
- (b) "ATO 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;
- (c) "Balance Purchase Price" means the Purchase Price, less the Deposit, adjusted under clause 2.6;
- (d) "Bank" means an authorised deposit-taking institution within the meaning of the *Banking Act 1959* (Cth);
- (e) "Bond" means a bond under the *Residential Tenancies and Rooming Accommodation Act 2008*;
- (f) "Building Inspector" means a person licensed to carry out completed residential building inspections under the *Queensland Building and Construction Commission Regulations 2003*;
- (g) "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);
- (h) "CGT Withholding Amount" means the amount determined under s14-200(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 s14-235;
- (i) "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*;
- (j) "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*;
- (k) "Contract Date" or "Date of Contract" means the date inserted in the Reference Schedule;
- (l) "Court" includes any tribunal established under statute;
- (m) "Encumbrances" includes:
 - (i) unregistered encumbrances
 - (ii) statutory encumbrances; and
 - (iii) Security Interests.
- (n) "Essential Term" includes, in the case of breach by:
 - (i) the Buyer: clauses 2.2, 2.5(1), 5.1 and 6.1; and
 - (ii) the Seller: clauses 5.1, 5.3(1)(a)-(d), 5.3(1)(e)(ii) & (iii), 5.3(1)(f), 5.5 and 6.1; but nothing in this definition precludes a Court from finding other terms to be essential;
- (o) "Financial Institution" means a Bank, Building Society or Credit Union;
- (p) "General Purpose Socket Outlet" means an electrical socket outlet as defined in the *Electrical Safety Regulations 2013*;
- (q) "GST" means the goods and services tax under the *GST Act*;
- (r) "GST Act" means A New Tax System (Goods and Services Tax) Act and includes other GST related legislation;
- (s) "Improvements" means fixed structures on the Land and includes all items fixed to them (such as stoves, hot water systems, fixed carpets, curtains, blinds and their fittings, clothes lines, fixed satellite dishes and television antennae, in-ground plants) but does not include the Reserved Items;
- (t) "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;
- (u) "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;
- (v) "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;
- (w) "Outgoings" means rates or charges on the Land by any competent authority (for example, council rates, water rates, fire service levies) but excludes land tax;
- (x) "Pest Inspector" means a person licensed to undertake termite inspections on completed buildings under the *Queensland Building and Construction Commission Regulations 2003*;
- (y) "Pool Safety Certificate" has the meaning in Section 231C(a) of the *Building Act 1975*;
- (z) "Pool Safety Inspection Date" means the Pool Safety Inspection Date inserted in the Reference Schedule. If no date is inserted in the Reference Schedule, the Pool Safety Inspection Date is taken to be the earlier of the following:
 - (i) the Inspection Date for the Building and/or Pest Inspection; or
 - (ii) 2 Business Days before the Settlement Date;
- (aa) "Pool Safety Requirements" means the requirements for pool safety contained in the *Building Act 1975* and *Building Regulation 2006*;
- (bb) "Pool Safety Inspector" means a person authorised to give a Pool Safety Certificate;
- (cc) "PPSR" means the Personal Property Securities Register established under *Personal Property Securities Act 2009* (Cth);
- (dd) "Property" means:
 - (i) the Land;
 - (ii) the Improvements; and
 - (iii) the Included Chattels;
- (ee) "Rent" means any periodic amount payable under the Tenancies;
- (ff) "Reserved Items" means the Excluded Fixtures and all Chattels on the Land other than the Included Chattels;
- (gg) "Security Interests" means all security interests registered on the PPSR over Included Chattels and Improvements;
- (hh) "Transfer Documents" means:
 - (i) the form of transfer under the *Land Title Act 1994* required to transfer title in the Land to the Buyer; and
 - (ii) any other document to be signed by the Seller necessary for stamping or registering the transfer;
- (ii) "Transport Infrastructure" has the meaning defined in the *Transport Infrastructure Act 1994*; and
- (iii) "Withholding Law" means Schedule 1 to the *Taxation Administration Act 1953* (Cth).

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2. PURCHASE PRICE

2.1 GST

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

2.2 Deposit

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

2.3 Investment of Deposit

if:

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

2.4 Entitlement to Deposit and Interest

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

2.5 Payment of Balance Purchase Price

- (1) On the Settlement Date, the Buyer must pay the Balance Purchase Price by bank cheque as the Seller or the Seller's Solicitor directs.
- (2) Despite any other provision of this contract, a reference to a "bank cheque" in clause 2.5:
 - (a) includes a cheque drawn by a Building Society or Credit Union on itself;
 - (b) does not include a cheque drawn by a Building Society or Credit Union on a Bank;and the Seller is not obliged to accept a cheque referred to in clause 2.5(2)(b) on the Settlement Date.
- (3) If both the following apply:
 - (a) the sale is not an excluded transaction under 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 Deputy 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 Australian Taxation Office 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 Commissioner in accordance with s14-200 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 s14-215 of the Withholding Law, the market value of the CGT asset is taken to be the Purchase Price less any GST included in the Purchase Price for which the Buyer is entitled to an input tax credit unless:
 - (a) the Property includes items in addition to the Land and Improvements; and
 - (b) no later than 2 Business Days prior to the Settlement Date, the Seller gives the Buyer a valuation of the Land and Improvements prepared by a registered valuer,in which case the market value of the Land and Improvements will be as stated in the valuation.

2.6 Adjustments to Balance Purchase Price

- (1) The Seller is liable for Outgoings and is entitled to Rent up to and including the Settlement Date. The Buyer is liable for Outgoings and is entitled to Rent after the Settlement Date.
- (2) Subject to clauses 2.6(3), 2.6(5), and 2.6(14), Outgoings for periods including the Settlement Date must be adjusted:
 - (a) for those paid, on the amount paid;
 - (b) for those assessed but unpaid, on the amount payable (excluding any discount); and
 - (c) for those not assessed:
 - (i) on the amount the relevant authority advises will be assessed (excluding any discount); or
 - (ii) if no advice on the assessment to be made is available, on the amount of the latest separate assessment (excluding any discount).
- (3) If there is no separate assessment of rates for the Land at the Settlement Date and the Local Government informs the Buyer that it will not apportion rates between the Buyer and the Seller, then:
 - (a) the amount of rates to be adjusted is that proportion of the assessment equal to the ratio of the area of the Land to the area of the parcel in the assessment; and

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- (b) if an assessment of rates includes charges imposed on a "per lot" basis, then the portion of those charges to be adjusted is the amount assessed divided by the number of lots in that assessment.
- (4) The Seller is liable for land tax assessed on the Land for the financial year current at the Settlement Date. If land tax is unpaid at the Settlement Date and the Office of State Revenue advises that it will issue a final clearance for the Land on payment of a specified amount, then the Buyer may deduct the specified amount from the Balance Purchase Price at settlement and must pay it promptly to the Office of State Revenue.
- (5) Any Outgoings assessable on the amount of water used must be adjusted on the charges that would be assessed on the total water usage for the assessment period, determined by assuming that the actual rate of usage shown by the meter reading made before settlement continues throughout the assessment period. The Buyer must obtain and pay for the meter reading.
- (6) If any Outgoings are assessed but unpaid at the Settlement Date, then the Buyer may deduct the amount payable from the Balance Purchase Price at settlement and pay it promptly to the relevant authority. If an amount is deducted under this clause, the relevant Outgoing will be treated as paid at the Settlement Date for the purposes of clause 2.6(2).
- (7) Arrears of Rent for any rental period ending on or before the Settlement Date belong to the Seller and are not adjusted at settlement.
- (8) Unpaid Rent for the rental period including both the Settlement Date and the following day ("Current Period") is not adjusted until it is paid.
- (9) Rent already paid for the Current Period or beyond must be adjusted at settlement.
- (10) If Rent payments are reassessed after the Settlement Date for periods including the Settlement Date, any additional Rent payment from a Tenant or refund due to a Tenant must be apportioned under clauses 2.6(7), 2.6(8) and 2.6(9).
- (11) Payments under clause 2.6(10) must be made within 14 days after notification by one party to the other but only after any additional payment from a Tenant has been received.
- (12) The cost of bank cheques payable at settlement:
- to the Seller or its mortgagee are the responsibility of the Buyer; and
 - to parties other than the Seller or its mortgagee are the responsibility of the Seller.
- (13) The Seller is not entitled to require payment of the Balance Purchase Price by means other than bank cheque without the consent of the Buyer.
- (14) Upon written request by the Buyer, the Seller will, prior to settlement, give the Buyer a written statement, supported by reasonable evidence, of:
- 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
 - any other information which the Buyer may reasonably require for the purpose of calculating or apportioning any Outgoings or Rent under this clause 2.6.

If the Seller becomes aware of a change to the information provided the Seller will as soon as practicably provide the updated information to the Buyer.

3. FINANCE

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

4. BUILDING AND PEST INSPECTION REPORTS AND SAFETY

4.1 Building and Pest Inspection

- (1) This contract is conditional upon the Buyer obtaining a written Building Report from a Building Inspector and a written Pest Report from a Pest Inspector (which may be a single report) on the Property by the Inspection Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain the reports (subject to the right of the Buyer to elect to obtain only one of the reports).
- (2) The Buyer must give notice to the Seller that:
- a 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 waive pursuant to clause 4.1(2).

4.2 Pool Safety

- (1) This clause 4.2 applies if:
- the answer to Q2 of the Reference Schedule is No or Q2 is not completed; 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.

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- (3) The Buyer is responsible for arranging an inspection by a Pool Safety Inspector at the Buyer's cost. The Seller authorises:
 - (a) the Buyer to arrange the inspection; and
 - (b) the Pool Safety Inspector to advise the Buyer of the results of the inspection and to give the Buyer a copy of any notice issued.
- (4) If a Pool Safety Certificate has not been issued by the Pool Safety Inspection Date, the Buyer may give notice to the Seller that the Buyer:
 - (a) terminates this contract; or
 - (b) waives the benefit of this clause 4.2.
 The Buyer must act reasonably.
- (5) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.2(4) by 5pm on the Pool Safety Inspection Date.
- (6) The Seller's right under clause 4.2(5) is subject to the Buyer's continuing right to give written notice to the Seller of termination or waiver pursuant to clause 4.2(4).
- (7) The right of a party to terminate under this clause 4.2 ceases upon receipt by that party of a copy of a current Pool Safety Certificate.
- (8) If the Buyer terminates this contract under clause 4.2(4)(a), and the Seller has not obtained a copy of the Notice of Nonconformity issued by the Pool Safety Inspector, the Seller may request a copy and the Buyer must provide this to the Seller without delay.

6. SETTLEMENT

6.1 Time and Date

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

6.2 Transfer Documents

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

6.3 Documents and Keys at Settlement

- (1) In exchange for payment of the Balance Purchase Price, the Seller must deliver to the Buyer at settlement:
 - (a) any instrument of title for the Land required to register the transfer to the Buyer; and
 - (b) unstamped Transfer Documents capable of immediate registration after stamping; and
 - (c) any instrument necessary to release any Encumbrance over the Property in compliance with the Seller's obligation in clause 7.2; and
 - (d) if requested by the Buyer not less than 2 clear Business Days before the Settlement Date, the Keys; and
 - (e) if there are Tenancies:
 - (i) the Seller's copy of any Tenancy agreements;
 - (ii) a notice to each Tenant advising of the sale in the form required by law; and
 - (iii) any notice required by law to transfer to the Buyer the Seller's interest in any Bond; and

(f) If the answer to Q2 in the Reference Schedule is Yes, a copy of a current Compliance or Exemption Certificate, if not already provided to the Buyer.

- (2) If the instrument of title for the Land also relates to other land, the Seller need not deliver it to the Buyer, but the Seller must make arrangements satisfactory to the Buyer to produce it for registration of the transfer.
- (3) If the Keys are not delivered at settlement under clause 5.3(1)(d), the Seller must deliver the Keys to the Buyer. The Seller may discharge its obligation under this provision by authorising the Seller's Agent to release the Keys to the Buyer.

6.4 Assignment of Covenants and Warranties

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

- (1) covenants by the Tenants under the Tenancies;
- (2) guarantees and Bonds (subject to the requirements of the *Residential Tenancies and Rooming Accommodation Act 2008*) supporting the Tenancies;
- (3) manufacturer's warranties regarding the Included Chattels; and
- (4) builders' warranties on the Improvements; to the extent they are assignable. However, the right to recover arrears of Rent is not assigned to the Buyer and Section 117 of the *Property Law Act 1974* does not apply.

6.5 Possession of Property and Title to Included Chattels

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

6.6 Reservations

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

6.7 Consent to Transfer

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

6.8 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.

6.9 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 Natural Disaster 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

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- (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 Natural Disaster 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 Natural Disaster, 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:
- that the Suspension Period has ended; and
 - 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;
 - 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:
- "Affected Party" means a party referred to in clause 6.2(1);
 - "Natural Disaster" means a tsunami, flood, cyclone, earthquake, bushfire or other act of nature;
 - "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;
 - "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 Natural Disaster.

7. MATTERS AFFECTING THE PROPERTY

7.1 Title

The Land is sold subject to:

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

7.2 Encumbrances

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

7.3 Requisitions

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

7.4 Seller's Warranties

- The Seller warrants that, except as disclosed in this contract at settlement:
 - if the Land is freehold: it will be the registered owner of an estate in fee simple in the Land and will own the rest of the Property;
 - if the Land is leasehold: it will be the registered lessee, the lease is not liable to forfeiture because of default under the lease, and it will own the rest of the Property;

- it will be capable of completing this contract (unless the Seller dies or becomes mentally incapable after the Contract Date); and
- there will be no unsatisfied judgment, order (except for an order referred to in clause 7.6(1)(b)) or writ affecting the Property.

- 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.

- (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:
 - 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
 - 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.

- if the Seller breaches a warranty in clause 7.4(3), the Buyer may:
 - terminate this contract by notice in writing to the Seller given within 2 Business Days before the Settlement Date; or
 - complete this contract and claim compensation, but only if the Buyer claims it in writing before the Settlement Date.

- 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.

- The Seller does not warrant that the Present Use is lawful.

- 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.

- The Seller does not warrant that the Present Use is lawful.

7.5 Survey and Mistake

- The Buyer may survey the Land.

- If there is:

- an error in the boundaries or area of the Land;
- an encroachment by structures onto or from the Land; or
- a mistake or omission in describing the Property or the Seller's title to it;

which is:

- immaterial; or
- 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.

- 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).
- If there is a material error, encroachment or mistake, the Buyer may terminate this contract before settlement.

7.6 Requirements of Authorities

- 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:
 - if issued before the Contract Date, by the Seller before the Settlement Date;
 - if issued on or after the Contract Date, by the Buyer.

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- (2) If any Work or Expenditure that is the Seller's responsibility under clause 7.6(1)(a) is not done before the Settlement Date, the Buyer is entitled to claim the reasonable cost of work done by the Buyer in accordance with the notice or order referred to in clause 7.6(1) from the Seller after settlement as a debt.
- (3) Any Work or Expenditure that is the Buyer's responsibility under clause 7.6(1)(b), which is required to be done before the Settlement Date, must be done by the Seller unless the Buyer directs the Seller not to and indemnifies the Seller against any liability for not carrying out the work. If the Seller does the work, or spends the money, the reasonable cost of that Work or Expenditure must be added to the Balance Purchase Price.
- (4) The Buyer may terminate this contract by notice to the Seller if there is an outstanding notice at the Contract Date under Sections 246AG, 247 or 248 of the *Building Act 1975* or Sections 588 or 590 of the *Sustainable Planning Act 2009* that affects the Property.
- (5) Clause 7.6(1) does not apply to orders disclosed under Section 83 of the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011*.

7.7 Property Adversely Affected

- (1) If at the Contract Date:
 - (a) the Present Use is not lawful under the relevant town planning scheme;
 - (b) the Land is affected by a proposal of any competent authority to alter the dimensions of any Transport Infrastructure or locate Transport Infrastructure on the Land;
 - (c) access or any service to the Land passes unlawfully through other land;
 - (d) any competent authority has issued a current notice to treat, or notice of intention to resume, regarding any part of the Land;
 - (e) the Property is affected by the *Queensland Heritage Act 1992* or is included in the World Heritage List;
 - (f) the Property is declared acquisition land under the *Queensland Reconstruction Authority Act 2011*;
 - (g) there is a charge against the Land 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 inspect records held by any authority, including Security Interests on the PPSR relating to the Property.

7.8 Dividing Fences

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

8. RIGHTS AND OBLIGATIONS UNTIL SETTLEMENT

8.1 Risk

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

8.2 Access

- After reasonable notice to the Seller, the Buyer and its consultants may enter the Property:
- (1) once to read any meter;
 - (2) for inspections under clause 4;
 - (3) once to inspect the Property before settlement; and
 - (4) once to value the Property before settlement.

8.3 Seller's Obligations After Contract Date

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

8.4 Information Regarding the Property

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

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

8.5 Possession Before Settlement

If possession is given before settlement:

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

9. PARTIES' DEFAULT

9.1 Seller and Buyer May Affirm or Terminate

Without limiting any other right or remedy of the parties including those under this contract or any right at common law, 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.

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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:

- any deficiency in price on a resale; and
- (a) its expenses connected with any repossession, any failed attempt to resell, and the resale;
 - (b) 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 and may be given by a party's solicitor.
- (2) Notices may be given by:
 - (a) delivering or posting to the other party or its solicitor; or
 - (b) sending to the facsimile number or email address of the other party or its solicitor stated in the Reference Schedule or another facsimile number or email address specified in a notice given by the recipient to the sender.

(Note: Whilst notices under this contract may be sent by email they are not 'given' until they are capable of being retrieved by the addressee at the nominated email address in accordance with s 24 of the Electronic Transactions (Queensland) Act 2001.)

- (3) Posted notices will be treated as given 3 Business Days after posting.
- (4) Notices sent by facsimile will be treated as given when the sender obtains a clear transmission report.
- (5) Notices given after 5pm will be treated as given on the next Business Day.
- (6) 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.

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 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.

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- (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.

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 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(2)) 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 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(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) and 2.5(3)(f).
- (3) The Seller and Buyer will be taken to have complied with clause 2.5(3) (if applicable) if:
- (a) the Buyer complies with clause 2.5(3)(d);
- (b) the Financial Settlement Schedule specifies payment of the CGT Withholding Amount to the account nominated by the Deputy Commissioner for Taxation.
- (4) The Seller will be taken to have complied with clauses 5.3(1)(b) and (c) if, at settlement, the Electronic Workspace contains Transfer Documents and (if applicable) releases of the Encumbrances (other than releases of Encumbrances referred to in clause 11.3(5)) for Electronic Lodgement in the Land Registry.
- (5) The Seller will be taken to have complied with clause 5.3(1)(c), (d), (e) and (f) if the Seller's Solicitor:
- (a) 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
- (b) 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
- (c) if requested by the Buyer, provides copies of documents in the Seller's Solicitors possession.
- (6) 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.
- (7) 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.

11.4 Computer System Unavailable

- (1) 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 PEXA is inoperative, neither party is in default and the Settlement Date is deemed to be the next Business Day. Time remains of the essence.
- (2) A party is not required to settle if Electronic Lodgement is not available. If the parties agree to Financial Settlement without Electronic Lodgement, settlement is deemed to occur at the time of Financial Settlement.

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

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- (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 PEXA; or
 - (c) the Buyer's or Seller's Financial Institution is unable to settle using PEXA.
- (3) If clause 11.5(2) applies:
- (a) the party giving the notice must provide satisfactory evidence of the reason for the withdrawal; and
 - (b) the Settlement Date will be extended to the date 5 Business Days after the Settlement Date.

11.6 Costs

Each party must pay its own fees and charges of using PEXA 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 PEXA.

Electronic Workspace means a shared electronic workspace within PEXA that allows the Buyer and Seller to affect Electronic Lodgement and Financial Settlement.

Financial Settlement means the exchange of value between Financial Institutions 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.

PEXA means the system operated by Property Exchange Australia Ltd for settlement of conveyancing transactions and lodgement of Land Registry documents.

Qualifying Conveyancing Transaction means a transaction that is not excluded for Electronic Settlement by the rules issued by PEXA, Office of State Revenue, Land Registry, or a Financial Institution involved in the transaction.

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Annexure A
Special Conditions
Taleb Sale to Damshell Investments Pty Ltd CAN 624 372 863 as Trustee for Shelldon Super Fund

The Terms of Contract attached form part of this Contact and are subject to the following Special Conditions:

1. Further Definitions and Interpretation

1.1. In this Contract unless the context otherwise indicates:

"Improvements" includes the items in Schedule 1;

"Reserved Items" includes the items described in Schedule 2.

1.2. Expressions that have particular meanings in the GST Act take those meanings.

1.3. The following clauses of the Terms of Contract are excluded from and do not apply to this Contract:-

- Clause 2.1 GST;
- Clause 4 Building and Pest Inspection Reports and Pool Safety;
- Clause 5.6 Reservations;
- Clause 7.4(3) – Warranty – Environmental Protection Act 1994;
- Clause 7.5(2), (3) and (4) Survey and Mistake;
- Clause 7.6 Requirements of Authorities;
- Clause 7.7(1) and (2) Property Adversely Affected; and
- Clause 8.3 Seller's Use of Property.

1.4. The Terms of Contract are to be read and construed expressly subject to the terms and conditions inn these Special Conditions.

2. Goods and Services Tax

2.1. The Buyer acknowledges that the seller is not registered for GST and that no tax invoice will be provided at settlement.

2.2. GST-free concession

The parties acknowledge the consideration for the sale and purchase of the Land and Improvements has been negotiated on the basis the supply of the Land and Improvements constituted by the sale is within the GST-free concession for the supply of farm land for farming ("GST concession") contained in Section 38-480 of the GST Act.

2.3. Warranties

a) The Seller warrants the Land is land on which a farming business has been carried on for at least a period of 5 years preceding this supply.



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- b) The Seller undertakes that a farming business will be carried on the Land until settlement of this supply.
- c) The Buyer as recipient of the supply intends a farming business will be carried on the Land from the date of supply.

2.4. The Buyer to notify

The Buyer agrees that if, at the time of Settlement of this Contract, the Buyer does not intend a farming business be carried out on the Land, the Buyer will, before Settlement, notify the Seller of this.

2.5. Consequence if supply not GST free

If for any reason other than breach by the Seller of special conditions 2.2(a) or 2.2(b) the supply constituted by the sale of the Land is not GST free as contemplated by special condition 2.1 then the Buyer shall on demand pay to the Seller by way of further consideration an amount calculated as:-

A X R

where:-

A is the consideration which is not GST free

R is the rate of GST.

2.6. Continuing Operation

For the avoidance of doubt, special condition 2.4 applies whether or not the fact the supply constituted by the sale of the Property is not GST free is known at the Settlement Date.

2.7. Seller to Supply

The Seller must promptly do such things and give to the Buyer such information as may be reasonably required by the Buyer to obtain an input tax credit under the GST Act where GST is payable on any part of the Property.

2.8. Penalties and Interest

If the seller incurs any penalties or interest because the sale under this Contract has been treated by the parties as GST free in accordance with this clause, then;

- a) If the reason for the sale not being GST is solely because of some fault on the part of the Seller – the Seller must bear those penalties and interest;
- b) If the reason for the sale not being GST free is solely because of some fault on the part of the Buyer – the Buyer must bear those penalties and interest;
- c) In any other case – the penalties and interest must be borne by the parties equally and the amount that is to be borne by the Buyer is payable to the Seller on demand.

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2.9. Non merger

This clause does not merge on settlement of this Contract.

3. Property

3.1. The Property the subject of this sale comprises:-

- a) The Land;
- b) The Improvements; and
- c) The Water Entitlement.

4. Buyer's Acknowledgements

4.1. The Buyer acknowledges that except as expressly stated in this Contract;

- a) No representations in connection with this sale have been made by the Seller;
- b) The Buyer executed this Contract after satisfactory personal inspection and investigation of the Property sold and such financial transactions relating to the Property as the Buyer has desired to inspect;
- c) The Buyer accepts the Property in its present condition;
- d) No warranty as to the state and condition and carrying capacity of the Land or of any of the Improvements of the capacity, extent, depth, length or flow of any tanks, dams, wells or bores appearing or purporting to be on the Property is given or is to be implied against the Seller; and
- e) The Seller is not selling according to any pamphlets, plans or particulars which may have been exhibited, submitted or advertised and no error, misstatement or misdescriptions or the Property or any part of the Property in any such pamphlet, plan or particulars or advertisements will annul the sale nor will any compensation be allowed in respect thereof.

4.2. The Buyer acknowledges that the Land:

- a) Has located upon it certain improvements (including sheds and ancillary items) used in the management and control of pasture and livestock and that the Seller and its predecessors in title have used and stored chemicals in or about the Land and have applied chemicals and other substances to pasture that has been grown and livestock that have been depastured on the Land;
- b) Has had applied to it over many years various soil additives, chemicals and other forms of crop and/or pasture improvements and/or growth retardants; and

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- c) Has carried livestock which have been treated with chemicals in the ordinary course of husbandry having regard to products that were available from time to time and the level of knowledge applicable at the various times.

4.3. The Buyer will not raise any requisitions claims for compensation or objections in relation to any matter or thing arising from such use or storage and the Buyer acknowledges that it has made all enquiries as the Buyer may wish to make in respect of the Land including enquiries of the Seller so that the Buyer has fully satisfied itself in relation to all aspects of the Land and its use.

5. Seller's Warranties

5.1. The Seller warrants and assures the Buyer that:-

- a) All rates and taxes affecting the Property (except current assessments) have been paid or will at settlement be paid;
- b) Except as provided in the Contract, there are no agreements for the supply of water to or from the Land or for the agistment of stock on the Land or any other agreements affecting the Property;
- c) It has not received any outstanding claims regarding boundary fences;
- d) It has not received any notice of resumption or intended resumption affecting the Land;
- e) It has not received any notice requiring destruction of noxious plants on the Land which has not been complied with;
- f) It has not received any notification or is not aware of any intended notification that the Land is affected in any way or subject to any claim under the Nature Conservation Act, Rural Lands Protections Act, Queensland Heritage Act, Aboriginal Land Act 1991, Native Title Act 1993 (Cth), Native Title (Qld) Act 1993 nor is to be included in the World Heritage List under any convention;
- g) There are no outstanding notices or orders in relation to soil conservation;
- h) There has been no illegal clearing of vegetation on the Land that will or may cause the Purchaser to assume liability under the *Vegetation Management Act*; and
- i) The Land is classified with the Department of Agriculture and Fisheries as:
 - Having no ERP status under the National Organochlorine Residue Management Program;
 - Not being on any target testing list for any antimicrobial or chemical residues; and
 - Other than restrictions relating to the control of cattle ticks, not being subject to any quarantines, directions, restrictions or undertakings for diseases of stock.

6. Objections/Compensation

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6.1. Subject to the warranties in special condition 5.1 the Buyer agrees that no objection will be made, nor compensation allowed if:

- a) There is any route, road or reservation of a road traversing the Land;
- b) There is any gate erected across a road traversing the Land;
- c) The Seller does not hold any permit or authority to enclose any road within the boundaries of the Land or to carry rabbit proof or other fencing across any road dividing or adjoining the Land;
- d) there is any transmission line for electricity or telephone purposes traversing the Land above or below ground;
- e) there is any easement or wayleave agreement allowing transmission lines for electricity or telephone purposes to traverse the Land;
- f) electricity or telephone services to the Property traversing other lands are not supported by easements or wayleave agreements;
- g) the area of the Land stated in this Contract is incorrect;
- h) the boundaries of the Land are incorrect;
- i) any of the boundary fences are 'give and take' fences;
- j) any of the boundary fences are not erected on the actual boundaries of the Land or are not owned (party or wholly) by the Seller;
- k) any boundaries of the Land are unfenced;
- l) any noxious weeds are growing on any part of the Land or if any notice or order is issued requesting noxious weed to be cleared and destroyed exists;
- m) the use of the Property is unlawful under any town planning scheme;
- n) the Land or any part of it is dedicated as a protected area or is affected by a conservation agreement or conservation plan under the Nature Conservation Act;
- o) the Property is entered on the Heritage Register or is subject to a stop order, restoration order, non-development order or is a declared protected area or restricted zone under the Queensland Heritage Act;
- p) the Property is included in the World Heritage List compiled under the Convention of the Protection of the Worlds Cultural and Natural Heritage; or
- q) any licence authority or application under the Mineral Resources Act or the Petroleum Act affects the Land.

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7. Land Use Arrangements

7.1. The Seller may continue its present farming business on the Land until the Settlement Date and may use or consume any part of the Property for that purpose.

7.2. Until the Settlement Date, the Seller must:

- a) Use and care for the Property in a good and proper manner and in accordance with approved methods;**
- b) Maintain the Property in substantially the same condition as at the Contract Date (fair wear and tear, normal use, natural causes and damage by fire, storm, tempest or other act of God excepted); and**
- c) Not do anything regarding the Property that may significantly alter it or result in later expense for the Buyer.**

8. Water Entitlements

8.1. The Seller warrants it is currently the registered owner of 31 megalitres of water allocation described as Allocation No 763 on Crown Plan AP6975 located in Burnett Zone CA (the "Water Allocation").

8.2. The Land is sold with the benefit of the Water Allocation.

8.3. This Contract is conditional upon SunWater:

- a) Granting a water supply contract ("Supply Contract") to the Buyer if the Buyer does not currently have a Supply Contract; or**
- b) Granting an amendment to the Supply Contract currently held by the Buyer; and**
- c) Providing the Buyer with notice of existence of a Supply Contract in Form ROP 13;**

by settlement Date.

8.4. The definition of "Transfer Documents" in clause 1.2(2) (hh) of the Terms of Contract is varied by deleting paragraph (ii) and substituting after paragraph (i) the following paragraphs:-

- "(ii) The form of transfer under the Water Act 200 required to transfer title in the Water Allocation to the Buyer; and**
- (iii) Any other document to be signed by the Seller necessary for stamping or registering the transfers."**

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Schedule 1

Improvements

- 80 hp diesel motor and pump for irrigation (not functioning)
- Tractor shed
- Irrigation infrastructure

This is all older P & E, not worth depreciating. Will get valuation of P & E for next land valuation.

Schedule 2

Reserved Items

- all stores, fuels and other materials on the Land or in course of transit to or from the Land;
- all items of plant, motor vehicles, machinery, furniture and chattels other than those which are Improvements; and
- the private and personal effects of the Seller, the Seller's employees and the respective families.

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CURRENT TITLE SEARCH

DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Request No: 27992764

Search Date: 16/02/2018 12:48

Title Reference: 17203221

Date Created: 30/11/1988

REGISTERED OWNER

Dealing No: 717740568 22/12/2016

MOHAMMED TALEB

ESTATE AND LAND

Estate in Fee Simple

LOT 321 CROWN PLAN CK2918
Local Government: BUNDABERG

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 17203221 (Lot 321 on CP CK2918)

ADMINISTRATIVE ADVICES - NIL

UNREGISTERED DEALINGS - NIL

CERTIFICATE OF TITLE ISSUED - No

** End of Current Title Search **

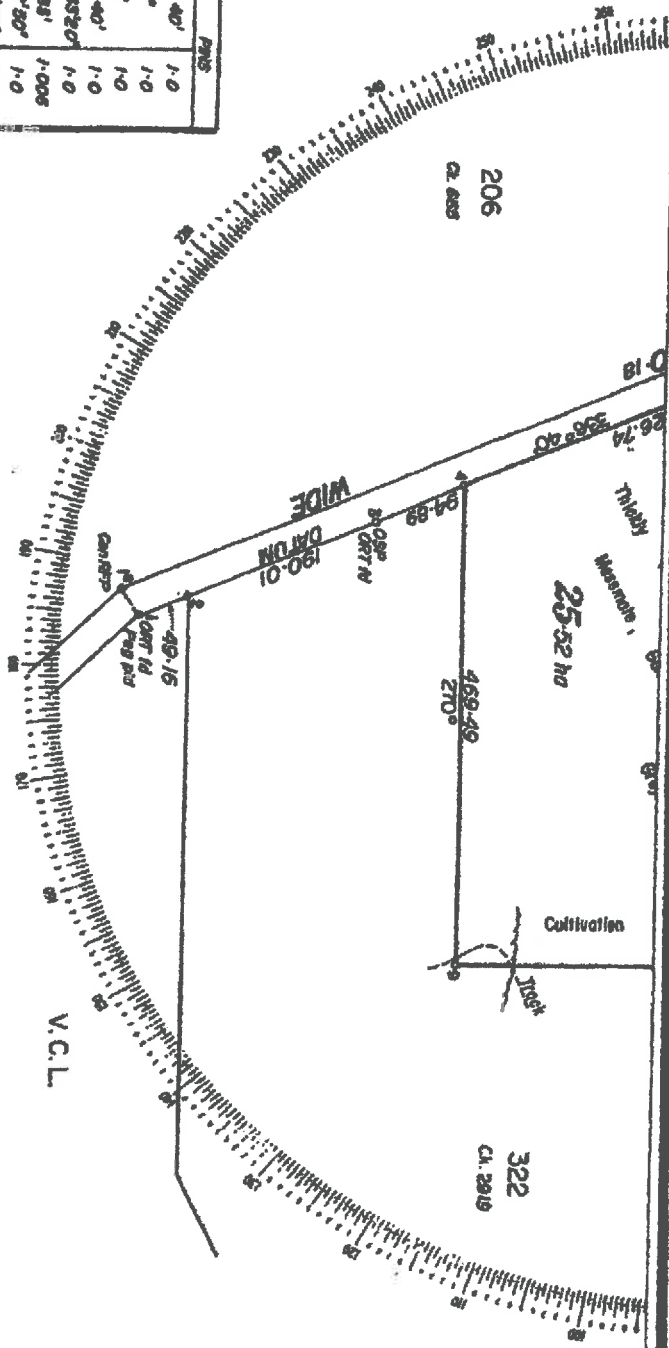
COPYRIGHT THE STATE OF QUEENSLAND (DEPT OF NATURAL RESOURCES AND MINES) (2018)
Requested By: D-ENQ CREDIT WORKS AUSTRALIA

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DRAWING OF PLAN MUST BE REGISTERED

FROM	TO	BEARING	DISTANCE
1-Pin	338° 40'	1-0	
2-Pin	270°	1-0	
3-Pin	30°	1-0	
4-Pin	348° 40'	1-0	
5-Pin	208° 52' 0"	1-0	
6-Pin	88° 33'	1-005	
7-OP	320° 42' 30"	1-0	
8-OP	123° 54' 30"	1-0	
9-Pin	30°	4-0	
10-Pin	0°	1-0	
11-Pin	270°	1-0	
12-Pin	90°	1-0	



Amendments in red by me
Richard K. ...
 Licensed Surveyor
 No. 28,197

Noted on Ck. 665

Additional dimensions from CK 2918
 For Additional Plan & Document Notings Refer to C18P

FROM	TO	BEARING	DISTANCE
2-Pin	178° 41'	1-225	
5-Pin	330° 40'	0-985	
8-OP	320° 42' 30"	2-905	

No. 45451 (New Jersey)
 No. 28111 (New York)
 No. 28111 (New York)
 No. 28111 (New York)

AUTHORITY L.M.S.C. H. Myers	DRAWING E. Myers 5/18/88	CHECKED P.E. T.V. 78 5/18/88	PASSED R.C. 5. R.C. 5. 5/18/88	QUARTERED R.C. 5. R.C. 5. 5/18/88	MERRIDIAN OBSERVATIONS STN. 1 5/18/88	SCALE 1:5000 SURVEYED BY G.R. Adcock DATE 8-9-77 FIELD NOTES 77.42/188	PORTIONS PARISH OF GREGORY County of <u> Caddo </u> L.A. District of <u> Bundaberg </u> CK 2918
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987-18 CROWN COPYRIGHT RESERVED

THE SPACE INSIDE THE BLUE LINES

CK 2918

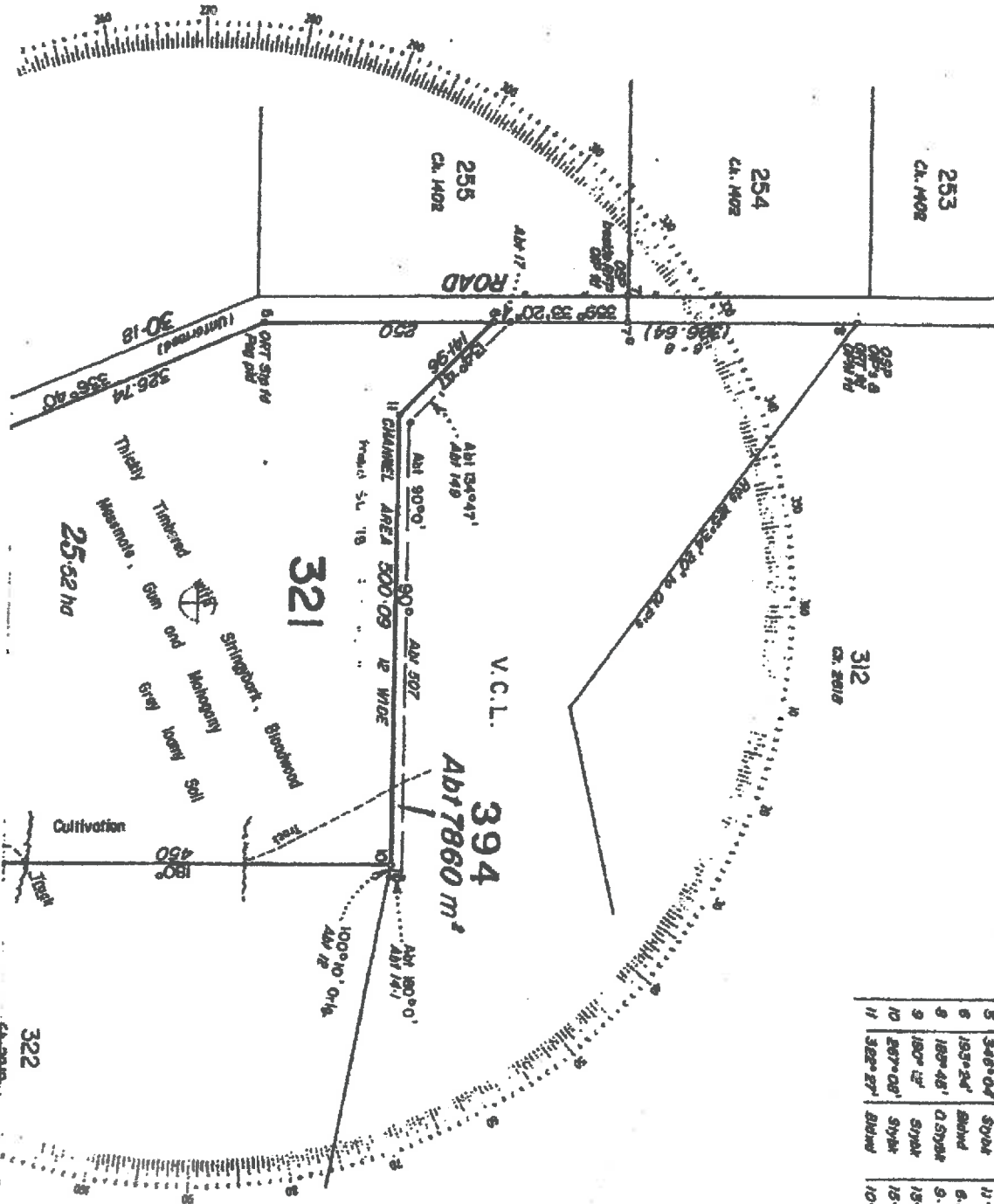
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CK2918

MUST BE RESTRICTED TO THE SPACE INSIDE THE BLUE LINES

LINE	BEARING	DIST
1-10	289° 57'	30-64
7-70	89° 57' 30"	30-14

FOR OPENING NOTIFICATIONS SEE BACK
 PLAN NO. 321
 SURVEYED 16/11/88



CON. BEARING	FROM	DATE	MARKS
1	231° 15'	01-80	A.P. 206
2	344° 35'	15-4	A.P. 222
3	201° 53'	22-47	A.P. 251
4	348° 34'	18-79	A.P. 251
5	229° 50'	23-01	A.P. 251
6	348° 04'	11-43	A.P. 251
7	193° 24'	6-39	A.P. 251
8	189° 48'	5-46	A.P. 251
9	180° 12'	15-82	A.P. 251
10	207° 08'	15-82	A.P. 251
11	322° 27'	10-61	A.P. 251

100507

DRAWING OF PLAN MUST BE RESTRICTED TO THE SPACE INSIDE THE BLUE LINES

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