

13-1

Roberts Family SMSF General Ledger



As at 30 June 2022

Transaction Date	Description	Units	Debit	Credit	Balance \$
Property Expenses - Interest on Loans (42010)					
<u>1 Lanark Court, West Wodonga VIC, Australia (1Lanark)</u>					
08/10/2021	Interest Charged		1,131.69		1,131.69 DR
08/11/2021	Interest Charged		1,167.40		2,299.09 DR
08/12/2021	Interest Charged		1,127.85		3,426.94 DR
08/01/2022	Interest Charged		1,163.21		4,590.15 DR
08/02/2022	Interest Charged		1,161.11		5,751.26 DR
08/03/2022	Interest Charged		1,047.14		6,798.40 DR
08/04/2022	Interest Charged		1,157.08		7,955.48 DR
08/05/2022	Interest Charged		1,117.79		9,073.27 DR
08/06/2022	Interest Charged		1,195.31		10,268.58 DR
			10,268.58		10,268.58 DR

} 20

Total Debits: 10,268.58

Total Credits: 0.00

14-1

Roberts Family SMSF General Ledger



As at 30 June 2022

Transaction Date	Description	Units	Debit	Credit	Balance \$
Property Expenses - Repairs Maintenance (42060)					
1 Lanark Court, West Wodonga VIC, Australia (1Lanark)					
29/09/2021	TRANSACT FUNDS TFR TO ILL FIX IT TD		1,663.75		1,663.75 DR
31/01/2022	Leasing Albury - Leasingalbury 50. Tonkin previously paid in error, now refunded \$208.56			208.56 4	1,455.19 DR
30/06/2022	T/up agent statement 2022		99.00		1,554.19 DR
30/06/2022	T/up agent statement 2022		220.00		1,774.19 DR
30/06/2022	T/up agent statement 2022		294.70		2,068.89 DR
30/06/2022	T/up agent statement 2022		259.00		2,327.89 DR
30/06/2022	T/up agent statement 2022		294.80		2,622.69 DR
30/06/2022	T/up agent statement 2022		183.70		2,806.39 DR
30/06/2022	T/up agent statement 2022		176.00		2,982.39 DR
30/06/2022	T/up agent statement 2022		208.56		3,190.95 DR
30/06/2022	T/up agent statement 2022		229.08		3,420.03 DR
30/06/2022	T/up agent statement 2022		208.56		3,628.59 DR
			3,837.15	208.56	3,628.59 DR

Total Debits: 3,837.15

Total Credits: 208.56

14-2

Ill Fix It

416 Heath St
 Albury Nsw 2640
 0418450348
 illfixit@outlook.com.au
 ABN: 11005207742

**Tax Invoice****INVOICE TO**

Tony Mcphee
 Leasing Albury Wodonga
 2/560 David St
 Albury

INVOICE NO. 5219**DATE** 20/09/2021**DUE DATE** 05/10/2021**TERMS** Net 15

ACTIVITY	GST	AMOUNT
Services 1 lanark crt	GST	455.00
Replace missing eave sheets and paint to match		
Services Repair lock on back sliding door	GST	560.00
Reinstall pelmet over sliding bathroom door and fix towel rail		
Services Replace clothesline	GST	310.00
Services Extras	GST	187.50
Install and supply of steel sheet on bottom of door		
Removal of faulty bi fold door		

SUBTOTAL	1,512.50
GST TOTAL	151.25
TOTAL	1,663.75
BALANCE DUE	A\$1,663.75

Account Name. ILL FIX IT
 Account number 111172528
 Bsb. 640 000
 Hume Bank

14-3



Garage doors. Easy done.
eGarage Systems ABN: 94 855 029 314

400 Dallinger Rd
Lavington NSW 2641
Phone: (02) 6057 1600

Fax:
karina@egaragesystems.com.au
www.egaragesystems.com.au

TAX INVOICE #31554

17-Sep-21

Customer ref: 00363

Customer	
Leasing Albury Unit 2, 560 David St Albury NSW 2640	Work: (02) 6023 5464

1 LANARK CT WEST WODONGA VIC 3690		
(New Group)	1	Service call Attended to site as requested. Inspected doors which are very heavy and are conning very bad & the tracks are very warped & bent away from the brickwork. The only way that these can be fixed will be replaced.

Sub Total	\$90.00
Sub Total inc. GST	\$99.00
TOTAL	\$99.00
Less payments	\$0.00
BALANCE	\$99.00

IMPORTANT

Your garage door and/or remote control system requires servicing. The first service is due within twelve months of installation, and further service intervals should not exceed eighteen months. This will not only promote longer product life, it will ensure that manufacturers warranty conditions are adhered to and complied with. Please contact the office with queries relating to service bookings and information pertaining to associated call out rates and charges.

Please Note:
Payment is due on completion of service/installation.

Direct Deposit Payment

Direct deposits should be made to the following account. Please use your Job Number (31554) as the transaction reference.

Account name: eGarage Systems
BSB number: 082 080
Account number: 844 705 801

Paying By Cheque

Cheques should be made out to "eGarage Systems" and posted to the following address. Please include your Job Number (31554) with the cheque.

eGarage Systems
400 Dallinger Rd
Lavington NSW 2641

14.4



TAX INVOICE

Leasing Albury Wodonga
2/560 David Street
ALBURY NSW 2640

Invoice Date
6 Oct 2021
Invoice Number
INV-1314
Reference
00385 - Lanark
ABN
52 113 223 386

Border Country Glass Pty
Ltd
PO Box 1390
ALBURY NSW 2640
AUSTRALIA
E:
bordercglass@bigpond.co
m
Ph: 0407 298 584

Description	GST	Amount AUD
M & B Roberts 1 Lanark Court West Wodonga.		
Reglaze lounge room window 1200 x 800 x 5mm clear.	10%	200.00
	Subtotal	200.00
	TOTAL GST 10%	20.00
	TOTAL AUD	220.00

Due Date: 21 Oct 2021
Bank Deposit via EFT
Bank: Hume
Name: Border Country Glass P/L
BSB: 640 000
ACC: 111054298

PAYMENT ADVICE

To: Border Country Glass Pty Ltd
PO Box 1390
ALBURY NSW 2640
AUSTRALIA
E: bordercglass@bigpond.com
Ph: 0407 298 584

Customer Leasing Albury Wodonga
Invoice Number INV-1314
Amount Due 220.00
Due Date 21 Oct 2021
Amount Enclosed _____

Enter the amount you are paying above

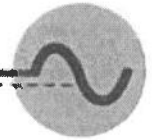
145

Miller & Red Pty Ltd

PO Box 317 LAVINGTON NSW 2641
P 02 6021 7799 E admin@deecce.com.au
ABN 43 153 797 105

Dee Cee Electrics

ELECTRICAL CONTRACTOR NSW 245786C VIC 22777



Tax Invoice

BILL TO
c/- Leasing Albury Wodonga
2/560 David Street
Albury NSW 2640

Invoice # 30813
Date 27/9/2021
Your order # 367
Our job # JN-23565

ATTENTION Matt Roberts & Brooke Roberts

DESCRIPTION	AMOUNT
JOB SITE 1 Lanark Court, West Wodonga DATE COMPLETED 22/9/2021	
Check and test existing 1 x 240v hard-wired smoke alarms (expiry 2022), replace 9v batteries - found to be all working okay Complete and supply 1 x certificate of compliance for smoke alarms Conduct electrical safety and visual check throughout residential rental property to meet Residential Tenancy Act, current standards and regulations Complete and supply 1 x comprehensive electrical safety check report with photos, additional notes and recommended actions required Supply and fit 1 x double powerpoint in bathroom to replace faulty unit Supply and fit 1 x switch mechanism for tastic in bathroom to replace faulty unit	
DISCLAIMER Electrical safety and visual checks do not apply to fittings or fixtures that we are not licenced to repair, including but not limited to, gas appliances, pumps and airconditioners. Electrical safety and visual checks do not include either battery operated only or 240v hard-wired smoke alarms. Electrical safety and visual checks do not include servicing of electrical fittings or fixtures. If further works are required, we will give recommendations and pricings. Dee Cee Electrics is not responsible for any electrical fittings or fixtures after the time of inspection the electrical safety and visual check was conducted.	
MATERIALS	\$77.00
LABOUR	\$190.91

PAYMENT TERMS STRICTLY 30 DAYS

Bank account details

ANZ Miller & Red Pty Ltd
BSB 012 708 Account # 375 391 028

Please reference invoice number, and email remittance on payment.

Miller & Red Pty Ltd reserve the right to charge any administration or debt recovery fees on all amounts considered overdue. The materials or goods used to complete the above work remain the property of Miller & Red Pty Ltd until full payment as per this invoice has been received.

Invoice # 30813 27/9/2021

F0020

Sub total	\$267.91
GST	\$26.79
TOTAL due	\$294.70



TONKIN

14.6
TAX INVOICE

Invoice Date	13th October 2021
Invoice Number	66226
Terms	Strictly 7 days
Your reference	00368 - 1 Lanark Crt WODONGA
Job Address	1 Lanark Court West Wodonga VIC 3690

Bill To
Tony McPhee
Leasing Albury Wodonga
2/560 David Street
ALBURY, NSW 2640

Description	Qty	Rate	Amount
Gas Safety Check - VIP Price	1	\$235.45	\$235.45
Gas Compliance checks and service completed, report to follow. Appliances serviced and checked: HWS Heater Cooktop			
TERMS & CONDITIONS OF TRADE <small>This is a payment claim under the NSW/VC Building & Construction Industry Security of Payments Act. Any account not paid within the time specified on this invoice or within (7) days will be liable for interest at the rate of 15% per annum and such interest will be added to the account (capitalized) at the end of each month and form part of the principal debt. Any account outstanding for more than sixty days (60) days will be liable to meet in full the sellers debt recovery, legal costs and/or commissions and internal accounting charges (recovery fees) and such recovery fees will be added to the buyers account and form part of the principal debt. Title of any goods purchased does not pass at law until payment in full of the account to which goods relate. Acceptance of our goods, services or quotation is automatic acceptance of these terms and conditions.</small>		Subtotal	\$235.45
		GST	\$23.55
		TOTAL	\$259.00

For Online payment Visit this link to pay your invoice online: <https://sm8.link/8swtiwh>

Please tear off here and return remittance section with cheque to PO Box 716 Albury NSW 2640

PAYMENT ADVICE

To: Tonkin Plumbing Group Pty Ltd
PO Box 716 Albury NSW 2640

Payment by bank transfer:
National Australia Bank
BSB: 082406 Account number: 771222779
Account name: Tonkin Plumbing Group
Reference: 66226

Invoice Number	66226
Amount Due	\$259.00
Due Date	7 days from date of invoice
Amount Enclosed	\$

Enter the amount you are paying above

Eftpos & credit card transactions may incur 1.5% surcharge

14.7



AM PLUMBING & MAINTENANCE

TAX INVOICE

To Leasing Albury
2/560 david st
ALBURY NSW 2640

From AM Plumbing & maintenance
26 Keatinge Ct
LAVINGTON NSW 2641
Email: amplumbing3@gmail.com

Invoice Number INV-0517

Reference 386

ABN 27 203 312 306

Issued 18 October 2021

Due 1 November 2021, Due in 13 days

Description	Quantity	Unit Price	GST	Amount AUD
1 Lanark crt Repair broken sink mixer, replace pins on main toilet seat, replace broken shower head & door trim				
Labour	2.00	70.00	10%	140.00
Material	1.00	128.00	10%	128.00
		Subtotal		268.00
		Total GST 10%		26.80
		Amount Due AUD		294.80

Payment required within 14 days of invoice

Commonwealth Bank

Bsb: 062-500

Acc: 1004 3639

AM Plumbing & maintenance Plumbing, Drainage & Gasfitting

Telephone [61 0458333221](tel:610458333221) amplumbing3@gmail.com

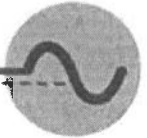
14-8

Miller & Red Pty Ltd

PO Box 317 LAVINGTON NSW 2641
P 02 6021 7799 E admin@deecce.com.au
ABN 43 153 797 105

Dee Cee Electrics

ELECTRICAL CONTRACTOR NSW 245786C VIC 22777



Tax Invoice

BILL TO
c/- Leasing Albury Wodonga
2/560 David Street
Albury NSW 2640

Invoice # 31063
Date 28/10/2021
Your order # 387
Our job # JN-23892

ATTENTION Matt Roberts & Brooke Roberts

DESCRIPTION	AMOUNT
JOB SITE 1 Lanark Court, West Wodonga DATE COMPLETED 26/10/2021	
Supply and fit 1 x 9w LED downlight fitting complete in hallway to replace faulty unit	
Supply and fit 1 x dimmer switch for light in bedroom to replace faulty unit	
Disconnect and remove illegally positioned powerpoint in kitchen, and supply and fit 1 x blank plate to cover hole	
MATERIALS	\$99.00
LABOUR	\$68.00

PAYMENT TERMS STRICTLY 30 DAYS

Bank account details

ANZ Miller & Red Pty Ltd
BSB 012 708 Account # 375 391 028

Please reference invoice number, and email remittance on payment.

Miller & Red Pty Ltd reserve the right to charge any administration or debt recovery fees on all amounts considered overdue. The materials or goods used to complete the above work remain the property of Miller & Red Pty Ltd until full payment as per this invoice has been received.

Invoice # 31063 28/10/2021

F0020

Sub total	\$167.00
GST	\$16.70
TOTAL due	\$183.70

Invoice Date	30th November 2021
Invoice Number	69220
Terms	Strictly 7 days
Your reference	00492 - 1 Lanark Ct WODONGA
Job Address	1 Lanark Court West Wodonga VIC 3690

Bill To
 Tony McPhee
 Leasing Albury Wodonga
 2/560 David Street
 ALBURY, NSW 2640

Description	Qty	Rate	Amount
Labour	2	\$80.00	\$160.00
- Investigate water leaking in the garage - Found approximately 1m of leaves and debris in box gutter and cover over down pipe - Clean gutter out and down pipe			
TERMS & CONDITIONS OF TRADE		Subtotal	\$160.00
<small>This is a payment claim under the NSW/VIC Building & Construction Industry Security of Payments Act. Any account not paid within the time specified on the invoice or seven (7) days will be liable for interest at the rate of 15% per annum and such interest will be added to the account (capitalized) at the end of each month and form part of the principal debt. Any account outstanding for more than sixty days (60) days will be liable to meet in full the seller's debt recovery, legal costs and/or commissions and internal accounting charges (recovery fees) and such recovery fees will be added to the buyers account and form part of the principal debt. Title of any goods purchased does not pass at law until payment in full of the account to which goods relate. Acceptance of our goods, services or quotation is automatic acceptance of these terms and conditions.</small>		GST	\$16.00
		TOTAL	\$176.00

For Online payment

Visit this link to pay your invoice online: <https://sm8.link/3nddr8o>

 Please tear off here and return remittance section with cheque to PO Box 716 Albury NSW 2640

PAYMENT ADVICE

To: Tonkin Plumbing Group Pty Ltd
 PO Box 716 Albury NSW 2640

Payment by bank transfer:
 National Australia Bank
BSB: 082406 Account number: 771222779
Account name: Tonkin Plumbing Group
Reference: 69220

Eftpos & credit card transactions may incur 1.5% surcharge

Invoice Number	69220
Amount Due	\$176.00
Due Date	7 days from date of invoice
Amount Enclosed	\$

Enter the amount you are paying above

Invoice Date	22nd February 2022
Invoice Number	73984
Terms	Strictly 7 days
Your reference	00538 - 1 Lanark Ct, WODONGA
Job Address	1 Lanark Court West Wodonga VIC 3690

Bill To
 Tony McPhee
 Leasing Albury Wodonga
 2/560 David Street
 ALBURY, NSW 2640

Description	Qty	Rate	Amount
Labour	2	\$90.00	\$180.00
Silicone Sealant Plumbers & Roofers	2	\$14.13	\$28.25
Attended property to multiple roof leaks. Found multiple cracks in flashing where water was entering. Sealed all gaps and removed old sealant Cleaned out blocked gutters.			
TERMS & CONDITIONS OF TRADE		Subtotal	\$208.25
<small>This is a payment claim under the NSW/VIC Building & Construction Industry Security of Payments Act. Any account not paid within the time specified on the invoice or seven (7) days will be liable for interest at the rate of 15% per annum and such interest will be added to the account (capitalized) at the end of each month and form part of the principal debt. Any account outstanding for more than sixty days (60) days will be liable to meet in full the sellers debt recovery, legal costs and/or commissions and internal accounting charges (recovery fees) and such recovery fees will be added to the buyers account and form part of the principal debt. Title of any goods purchased does not pass at law until payment in full of the account to which goods relate. Acceptance of our goods, services or quotation is automatic acceptance of these terms and conditions.</small>		GST	\$20.83
		TOTAL	\$229.08

For Online payment

Visit this link to pay your invoice online: <https://sm8.link/cl3sd9v>

 Please tear off here and return remittance section with cheque to PO Box 716 Albury NSW 2640

PAYMENT ADVICE

To: Tonkin Plumbing Group Pty Ltd
 PO Box 716 Albury NSW 2640

Payment by bank transfer:
 National Australia Bank
BSB: 082406 Account number: 771222779
Account name: Tonkin Plumbing Group
Reference: 73984

Invoice Number	73984
Amount Due	\$229.08
Due Date	7 days from date of invoice
Amount Enclosed	\$

Enter the amount you are paying above

Eftpos & credit card transactions may incur 1.5% surcharge

42060



AM PLUMBING & MAINTENANCE

14-11

TAX INVOICE OVERDUE

To Leasing Albury
2/560 david st
ALBURY NSW 2640

From AM Plumbing & maintenance
26 Keatinge Ct
LAVINGTON NSW 2641
Email: amplumbing3@gmail.com

Invoice Number INV-0568

Reference 462

ABN 27 203 312 306

Issued 6 December 2021

Due 20 December 2021,
101 days overdue

Description	Quantity	Unit Price	GST	Amount AUD
1 Lanark crt Dig up & isolate irrigation supply				
Labour	2.00	75.00	10%	150.00
Material	1.00	39.60	10%	39.60
			Subtotal	189.60
			Total GST 10%	18.96
			Amount Due AUD	208.56

Payment required within 14 days of invoice

Commonwealth Bank

Bsb: 062-500

Acc: 1004 3639

AM Plumbing & maintenance Plumbing, Drainage & Gasfitting

Telephone 61 0458333221 amplumbing3@gmail.com

15.1

**Roberts Family SMSF
General Ledger**



As at 30 June 2022

Transaction Date	Description	Units	Debit	Credit	Balance \$
Property Expenses - Water Rates (42150)					
<u>1 Lanark Court, West Wodonga VIC, Australia (1Lanark)</u>					
22/10/2021	Water bill per Matt's email 06.11.22		62.54		62.54 DR
13/12/2021	TRANSACT FUNDS TFR TO BROOKE AND MATTHEW TD		68.82		131.36 DR
28/03/2022	TRANSACT FUNDS TFR TO MATT AND BROOKE RO TD		113.49		244.85 DR
			244.85		244.85 DR

} 15.2
15.3

Total Debits: 244.85

Total Credits: 0.00

RECEIVED
17/11/2021
R. ROBEWILL

T: 1300 361 633
newater.com.au

15.2

TAX INVOICE

Date of issue: 23 Nov 2021
Next reading expected: 25 Feb 2022

M & B ROBERTS PROPERTY PTY LTD
30/340 HOPE ISLAND ROAD
HOPE ISLAND QLD 4212



1000166
R1_367

Consumer number

12204416148

Amount due

\$68.82

Pay by

21 Dec 2021

Service address: 1 LANARK COURT WEST WODONGA VIC

Opening balance

Total payments/credits received up to 23 Nov 2021

Balance

\$62.54

\$-62.54 —

\$0.00

Current charges

Service charges

\$68.82 —

Total

\$68.82

Total amount due:

Total Includes GST of

\$68.82

\$0.00



How to pay



Online

auspost.com.au/postbillpay



Phone

13 18 16



In person

Australia Post outlets

Billers Code: 0331

Ref. Number: 12204416148



*331 12204416148



For emailed notices:

newater.enotices.com.au

Reference no: **7E2231BD5U**



Bpay/Bpay View

Use your bank's telephone or online service

Billers Code: 3004

Ref. Number: 12204416149



Centrepay

Call us to set-up Centrepay automatic payments



Direct debit

Call us or apply online via our website



Mail

Tear off this slip and mail with your cheque to:

North East Water

PO Box 863

Wodonga VIC 3689

North East Water ABN: 97 364 605 415



North East Water

RECEIVED
18 MAR 2022

ROBEMCZ

T: 1300 361 633
newater.com.au

15.3

TAX INVOICE

Date of issue: 25 Feb 2022
Next reading expected: 27 May 2022

M & B ROBERTS PROPERTY PTY LTD
30/340 HOPE ISLAND ROAD
HOPE ISLAND QLD 4212



I000994
R1_2061

Consumer number

12204416148

Amount due

\$113.49

Pay by

25 Mar 2022

Service address: 1 LANARK COURT WEST WODONGA VIC

Opening balance	\$68.82
Total payments/credits received up to 25 Feb 2022	\$-68.82
Balance	\$0.00
Current charges	
Service charges	\$113.49
Total	\$113.49
Total amount due:	\$113.49
Total Includes GST of	\$0.00



How to pay



Online
auspost.com.au/postbillpay



Phone
13 18 16



In person
Australia Post outlets

Billers Code: 0331
Ref. Number: 12204416148



*331 12204416148



For emailed notices:
newater.enotices.com.au
Reference no: 9CFC80A0CG



Bpay/Bpay View
Use your bank's telephone or online service

Billers Code: 3004
Ref. Number: 12204416149



Centrepay
Call us to set-up Centrepay automatic payments



Direct debit
Call us or apply online via our website



Mail
Tear off this slip and mail with your cheque to:
North East Water
PO Box 863
Wodonga VIC 3689

North East Water ABN: 97 364 605 415

Invoice details

154

Service charges - 24 Nov 2021 to 25 Feb 2022

Water Service Charge 20mm Wodonga (94 days @ 56.03c)
Sewerage Service Charge Wodonga (94 days @ 64.7c)

\$52.67
\$60.82

Information



Contact: General: 1300 361 622 | Billing: 1300 361 633 | Emergencies & Faults: 1300 361 644 | Email: info@newater.com.au



Change of address: Please notify us of any change of address, ownership or occupancy within 14 days.



Pension rebate and concessions: Contact us if you think you may be eligible for a concession.



Payment assistance: If you are having difficulty paying your bill, we can help. Call us on 1300 361 633.



Complaints: Call us on 1300 361 633. The Energy and Water Ombudsman (Victoria) can also assist on 1800 500 509.



Privacy information: We respect your right to privacy. Details are provided on our website.



Communication assistance: For people who are deaf or have a hearing or speech impairment visit relayservice.gov.au.
For interpreter or translation services call 13 14 50.

Visit newater.com.au for more information.

16.1

Roberts Family SMSF

Borrowing Costs

\$1,190

Year		
2022	179	1012
2023	238	774
2024	238	536
2025	238	298
2026	238	60
2027	60	0

16.2

Roberts Family SMSF General Ledger



As at 30 June 2022

Transaction Date	Description	Units	Debit	Credit	Balance \$
Property Borrowing Cost (65550)					
<u>1 Lanark Court, West Wodonga VIC, Australia (1Lanark)</u>					
26/07/2021	Application Fee		495.00		495.00 DR
09/09/2021	SMSF Review Fee		695.00		1,190.00 DR
30/06/2022	T/up borrowing costs expense			179.00	1,011.00 DR
			1,190.00	179.00	1,011.00 DR

17-1

Total Debits: 1,190.00
Total Credits: 179.00

17-1



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



ROBERTS FAMILY SMSF
48 CORAL CRESCENT
KELLYVILLE NSW 2155

1 Shelley Street
Sydney, NSW 2000

account balance **\$6,205.55**
as at 31 Dec 21

account name M & B ROBERTS SMSF PTY. LTD. ATF
ROBERTS FAMILY SMSF
account no. 968911479

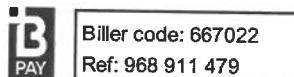
transaction	description	debits	credits	balance
30.06.21	OPENING BALANCE			198,628.04
26.07.21	Funds transfer TRANSACT FUNDS TFR TO NAB Secure Fundin	495.00		198,133.04
26.07.21	Funds transfer TRANSACT FUNDS TFR TO Wodonga Real Estat	20,000.00		178,133.04
27.07.21	Funds transfer TRANSACT FUNDS TFR TO PESTPAC	242.00		177,891.04
28.07.21	Funds transfer TRANSACT FUNDS TFR TO STREETAL PTY LTD	340.00		177,551.04
27.08.21	Deposit QUICKSUPER QUICKSPR3033836618		969.94	178,520.98
30.08.21	Funds transfer TRANSACT FUNDS TFR TO Brooke and Matthew	123.75		178,397.23
30.08.21	Funds transfer TRANSACT FUNDS TFR TO Brooke and Matthew	1,129.63		177,267.60
01.09.21	Funds transfer TRANSACT FUNDS TFR TO COINSPOT	12,500.00		164,767.60
01.09.21	Funds transfer SETTLEMENT FUNDS FOR INVESTMENT PROPERTY	152,000.00		12,767.60
01.09.21	Fees & charges SAME DAY WITHDRAWAL FEE	30.00		12,737.60
08.09.21	Deposit PEXA excess funds		1,864.52	14,602.12

how to make a transaction

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

deposits using BPay
From another bank

by phone
Call 133 275 to make a phone transaction



transfers from another bank account
Transfer funds from another bank to this account:
BSB 182 512
ACCOUNT NO. 968911479

continued on next

17-2



Macquarie Cash Management Account

enquiries 1800 806 310

account name M & B ROBERTS SMSF PTY. LTD. ATF
ROBERTS FAMILY SMSF
account no. 968911479

	transaction	description	debits	credits	balance
15.09.21	Direct debit	SECURE FUNDING P 3572034	391.99		14,210.13
22.09.21	Direct debit	SECURE FUNDING P 3572034	391.99		13,818.14
29.09.21	Funds transfer	TRANSACT FUNDS TFR TO SIMMONS LIVINGSTON	220.00		13,598.14
29.09.21	Funds transfer	TRANSACT FUNDS TFR TO ILL FIX IT	1,663.75		11,934.39
29.09.21	Direct debit	SECURE FUNDING P 3572034	391.99		11,542.40
30.09.21	Deposit	QUICKSUPER QUICKSPR3055340011		959.43	12,501.83
06.10.21	Direct debit	SECURE FUNDING P 3572034	391.99		12,109.84
13.10.21	Direct debit	SECURE FUNDING P 3572034	391.99		11,717.85
14.10.21	Funds transfer	TRANSACT FUNDS TFR TO BMT TAX DEPRECIATI	715.00		11,002.85
20.10.21	Direct debit	SECURE FUNDING P 3572034	391.99		10,610.86
21.10.21	Funds transfer	TRANSACT FUNDS TFR TO COINSPOT	2,000.00		8,610.86
22.10.21	Funds transfer	TRANSACT FUNDS TFR TO BROOKE AND MATTHEW	62.54		8,548.32
27.10.21	Direct debit	SECURE FUNDING P 3572034	391.99		8,156.33
29.10.21	Deposit	QUICKSUPER QUICKSPR3074415737		1,467.74	9,624.07
03.11.21	Direct debit	SECURE FUNDING P 3572034	391.99		9,232.08
10.11.21	Direct debit	SECURE FUNDING P 3572034	391.99		8,840.09
17.11.21	Direct debit	SECURE FUNDING P 3572034	391.99		8,448.10
24.11.21	Direct debit	SECURE FUNDING P 3572034	391.99		8,056.11
30.11.21	Deposit	QUICKSUPER QUICKSPR3095390811		933.16	8,989.27
30.11.21	Deposit	Leasing Albury - Leasingalbury		1,066.00	10,055.27
01.12.21	Direct debit	SECURE FUNDING P 3572034	391.99		9,663.28
08.12.21	Direct debit	SECURE FUNDING P 3572034	391.99		9,271.29
13.12.21	Deposit	QUICKSUPER QUICKSPR3104140742		846.15	10,117.44
13.12.21	Funds transfer	TRANSACT FUNDS TFR TO BROOKE AND MATTHEW	68.82		10,048.62
13.12.21	Funds transfer	TRANSACT FUNDS TFR TO EGARAGE SYSTEMS	2,090.00		7,958.62
13.12.21	Funds transfer	TRANSACT FUNDS TFR TO SIMMONS LIVINGSTON	2,200.00		5,758.62
15.12.21	Direct debit	SECURE FUNDING P 3572034	391.99		5,366.63

continued on next

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Macquarie Cash Management Account

enquiries 1800 806 310

account name M & B ROBERTS SMSF PTY. LTD. ATF
ROBERTS FAMILY SMSF
account no. 968911479

transaction	description	debits	credits	balance
22.12.21	Direct debit SECURE FUNDING P 3572034	391.99		4,974.64
29.12.21	Direct debit SECURE FUNDING P 3572034	391.99		4,582.65
30.12.21	Deposit QUICKSUPER QUICKSPR3114646808		46.66	4,629.31
31.12.21	Deposit Leasing Albury - Leasingalbury		1,576.24	6,205.55
	CLOSING BALANCE AS AT 31 DEC 21	202,152.33	9,729.84	6,205.55

* Stepped interest rates for the period 1 July to 31 December: balances \$0.00 to \$4,999.99 earned 0.00%
balances \$5,000.00 and above earned 0.00% pa (184 days)

17.4



Macquarie Cash Management Account

enquiries 1800 806 310

account name M & B ROBERTS SMSF PTY. LTD. ATF
ROBERTS FAMILY SMSF
account no. 968911479

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

Name	Authority Type
YOUNG SAMUEL J SLG FINANCIAL SERVICES	Enquiry authority
LIVINGSTONE SIMON SIMMONS LIVINGSTONE & ASSOCIATES	Enquiry authority

Authority descriptions

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

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.

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Macquarie Cash Management Account

enquiries 1800 806 310

account name M & B ROBERTS SMSF PTY. LTD. ATF
ROBERTS FAMILY SMSF
account no. 968911479

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 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.

Protect your account

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

Access to and sharing your data

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

Visit our Help Centre

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

Download the Macquarie Mobile Banking app

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



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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



ROBERTS FAMILY SMSF
48 CORAL CRESCENT
KELLYVILLE NSW 2155

1 Shelley Street
Sydney, NSW 2000

account balance **\$6,114.43**
as at 30 Jun 22

account name M & B ROBERTS SMSF PTY. LTD. ATF
ROBERTS FAMILY SMSF
account no. 968911479

transaction	description	debits	credits	balance
31.12.21	OPENING BALANCE			6,205.55
05.01.22	Direct debit SECURE FUNDING P 3572034	391.99		5,813.56
12.01.22	Direct debit SECURE FUNDING P 3572034	391.99		5,421.57
17.01.22	Deposit QUICKSUPER QUICKSPR3125328958		634.61	6,056.18
18.01.22	Funds transfer TRANSACT FUNDS TFR TO SIMMONS LIVINGSTON	2,500.00		3,556.18
19.01.22	Direct debit SECURE FUNDING P 3572034	391.99		3,164.19
25.01.22	Direct debit SECURE FUNDING P 3572034	391.99		2,772.20
28.01.22	Deposit QUICKSUPER QUICKSPR3133041421		20.00	2,792.20
31.01.22	Deposit Leasing Albury - Leasingalbury		1,777.20	4,569.40
02.02.22	Direct debit SECURE FUNDING P 3572034	391.99		4,177.41
09.02.22	Direct debit SECURE FUNDING P 3572034	391.99		3,785.42
14.02.22	Deposit QUICKSUPER QUICKSPR3144105959		846.15	4,631.57

how to make a transaction

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

by phone
Call 133 275 to make a phone transaction

transfers from another bank account
Transfer funds from another bank to this account:
BSB 182 512
ACCOUNT NO. 968911479

deposits using BPay
From another bank



Billers code: 667022
Ref: 968 911 479

continued on next

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Macquarie Cash Management Account

enquiries 1800 806 310

account name M & B ROBERTS SMSF PTY. LTD. ATF
ROBERTS FAMILY SMSF
account no. 968911479

	transaction	description	debits	credits	balance
16.02.22	Direct debit	SECURE FUNDING P 3572034	391.99		4,239.58
23.02.22	Direct debit	SECURE FUNDING P 3572034	391.99		3,847.59
25.02.22	Funds transfer	TRANSACT FUNDS TFR TO BROOKE AND MATTHEW	994.80		2,852.79
25.02.22	Funds transfer	TRANSACT FUNDS TFR TO BROOKE AND MATTHEW	56.00		2,796.79
25.02.22	Funds transfer	TRANSACT FUNDS TFR TO SIMMONS LIVINGSTON	220.00		2,576.79
28.02.22	Deposit	Leasing Albury - Leasingalbury		1,339.56	3,916.35
02.03.22	Direct debit	SECURE FUNDING P 3572034	391.99		3,524.36
09.03.22	Deposit	QUICKSUPER QUICKSPR3160794168		846.15	4,370.51
09.03.22	Direct debit	SECURE FUNDING P 3572034	391.99		3,978.52
16.03.22	Direct debit	SECURE FUNDING P 3572034	391.99		3,586.53
23.03.22	Direct debit	SECURE FUNDING P 3572034	391.99		3,194.54
28.03.22	Funds transfer	TRANSACT FUNDS TFR TO MATT AND BROOKE RO	113.49		3,081.05
30.03.22	Direct debit	SECURE FUNDING P 3572034	391.99		2,689.06
31.03.22	Deposit	Leasing Albury - Leasingalbury		1,360.08	4,049.14
06.04.22	Direct debit	SECURE FUNDING P 3572034	391.99		3,657.15
13.04.22	Direct debit	SECURE FUNDING P 3572034	391.99		3,265.16
14.04.22	Deposit	QUICKSUPER QUICKSPR3186018012		1,057.69	4,322.85
20.04.22	Direct debit	SECURE FUNDING P 3572034	391.99		3,930.86
27.04.22	Direct debit	SECURE FUNDING P 3572034	391.99		3,538.87
29.04.22	Deposit	Leasing Albury - Leasingalbury		1,960.80	5,499.67
04.05.22	Direct debit	SECURE FUNDING P 3572034	391.99		5,107.68
10.05.22	Deposit	QUICKSUPER QUICKSPR3203034598		846.15	5,953.83
11.05.22	Direct debit	SECURE FUNDING P 3572034	391.99		5,561.84
18.05.22	Direct debit	SECURE FUNDING P 3572034	391.99		5,169.85
25.05.22	Direct debit	SECURE FUNDING P 3572034	391.99		4,777.86
31.05.22	Deposit	Leasing Albury - Leasingalbury		914.64	5,692.50
01.06.22	Direct debit	SECURE FUNDING P 3572034	391.99		5,300.51

continued on next

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Macquarie Cash Management Account

enquiries 1800 806 310

account name M & B ROBERTS SMSF PTY. LTD. ATF
ROBERTS FAMILY SMSF
account no. 968911479

	transaction	description	debits	credits	balance
08.06.22	Direct debit	SECURE FUNDING P 3572034	391.99		4,908.52
10.06.22	Deposit	QUICKSUPER QUICKSPR3226036170		846.15	5,754.67
15.06.22	Direct debit	SECURE FUNDING P 3572034	403.14		5,351.53
22.06.22	Deposit	SuperChoice P/L PC210622-117041734		0.06	5,351.59
22.06.22	Direct debit	SECURE FUNDING P 3572034	403.14		4,948.45
29.06.22	Direct debit	SECURE FUNDING P 3572034	403.14		4,545.31
30.06.22	Interest	MACQUARIE CMA INTEREST PAID*		0.48	4,545.79
30.06.22	Deposit	Leasing Albury - Leasingalbury		1,568.64	6,114.43
		CLOSING BALANCE AS AT 30 JUN 22	14,109.48	14,018.36	6,114.43

* Stepped interest rates for the period 1 January to 16 June: balances \$0.00 to \$4,999.99 earned 0.00%
balances \$5,000.00 and above earned 0.00% pa (167 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)

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Macquarie Cash Management Account

enquiries 1800 806 310

account name M & B ROBERTS SMSF PTY. LTD. ATF
ROBERTS FAMILY SMSF
account no. 968911479

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

Name	Authority Type
YOUNG SAMUEL J SLG FINANCIAL SERVICES	Enquiry authority
LIVINGSTONE SIMON SIMMONS LIVINGSTONE & ASSOCIATES	Enquiry authority

Authority descriptions

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

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	0.48
TOTAL INCOME PAID	0.48

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Macquarie Cash Management Account

enquiries 1800 806 310

account name M & B ROBERTS SMSF PTY. LTD. ATF
ROBERTS FAMILY SMSF
account no. 96891 1479

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 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.

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

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App Store is a service mark of Apple Inc. Google Logo is a trademark of Google LLC.*

70040

18.1



CoinSpot

Casey Block Services
ABN: 19 619 574 186

End of Financial Year Statement 2022

Coin Balances as at 30/06/2022

All listed AUD rates are approximate

User: matt_roberts84@hotmail.com

ROBERTS FAMILY SMSF

ABN: 99478616024

Unit 30 340 Hope Island Rd

Hope Island QLD 4212

Balance Summary

COIN	COIN BALANCE	RATE (AUD)	TOTAL (AUD)
AUD	\$0.00	1	\$0.00
BTC	1.58284591	27727.10947102	43,887.74182233
HBAR	3790.19741243	0.08985066	340.55173904

Fee Summary

FEES	GROSS (AUD)
Buy Fees	\$143.56
Sell Fees	\$0.00

Transaction History

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DATE	TYPE	COIN	AMOUNT	FEE (AUD)	TOTAL (AUD)
22/10/2021 10:56 AM	Buy	HBAR/AUD	3790.19741243	\$19.8019802	\$2,000
03/09/2021 08:25 AM	Buy	BTC/AUD	0.18111393	\$123.76237624	\$12,500

Deposit History

CREATED	TYPE	REFERENCE	AMOUNT (AUD)
21/10/2021 09:57 PM	Direct Deposit	D00121783840	\$2,000
01/09/2021 09:56 PM	Direct Deposit	D00118771805	\$12,500
Total Deposits			\$14,500

Withdrawal History

No withdrawals.

Send Transaction History

No sends.

Receive Transaction History

No receives.

Receive From Another User

No receives.

19-1

**Roberts Family SMSF
General Ledger**



As at 30 June 2022

Transaction Date	Description	Units	Debit	Credit	Balance \$
Real Estate Properties (Australian - Residential) (77200)					
<u>1 Lanark Court, West Wodonga VIC, Australia (1Lanark)</u>					
01/07/2021	Opening Balance	1.00			5,000.00 DR
26/07/2021	TRANSACT FUNDS TFR TO Wodonga Real Estat TD	0.00	20,000.00	19.3	25,000.00 DR
27/07/2021	TRANSACT FUNDS TFR TO PESTPAC TD	0.00	242.00	19.46	25,242.00 DR
28/07/2021	TRANSACT FUNDS TFR TO STREETAL PTY LTD TD	0.00	340.00	19.47	25,582.00 DR
01/09/2021	SETTLEMENT FUNDS FOR INVESTMENT PROPERTY RW	0.00	152,000.00	19.4	177,582.00 DR
08/09/2021	PEXA excess funds 50	0.00		1,864.52	175,717.48 DR
08/09/2021	T/up settlement adjustments - rates	0.00		1,738.32	173,979.16 DR
08/09/2021	Loan Advance EFT	0.00	299,295.00	20.2	473,274.16 DR
30/06/2022	T/up agent statement 2022 <i>Shed wiring</i>	0.00	799.40	19.48	474,073.56 DR
30/06/2022	Revaluation - 30/06/2022 @ \$500,000.000000 (Exit) - 1.000000 Units on hand		25,926.44	2.4	500,000.00 DR
30/06/2022	Create Entries - Capital Works Expenditure Adjustment - 30/06/2022				500,000.00 DR
		1.00	498,602.84	3,602.84	500,000.00 DR

Total Debits: 498,602.84

Total Credits: 3,602.84

↓
19.10

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MCHARGS SOLICITORS

STATEMENT OF ADJUSTMENTS

Matter M & B Roberts Property Pty Ltd from Garwood
 Property 1 Lanark Court , West Wodonga
 Date of adjustment Wednesday, 8 September 2021
 Date of settlement Wednesday, 8 September 2021

Wodonga City Council

\$2,150.80 for the period 1/07/2021 - 30/06/2022
 Paid - purchaser allows 295 / 365 days

	VENDOR	PURCHASER
--	--------	-----------

	\$1,738.32	(A)
--	------------	-----

Other Purchaser Allowances

Notice of Default

	\$440.00
--	----------

Registration Fees

On discharge of mortgage vendor allows

	\$112.40
--	----------

\$112.40	\$2,178.32
----------	------------

Less Vendor's proportion

	\$112.40
--	----------

Purchaser to pay Vendor

	\$2,065.92
--	------------

SETTLEMENT STATEMENT

Purchase money

	\$435,000.00
--	--------------

Less deposit paid

	\$20,000.00
--	-------------

Balance of purchase money

	\$415,000.00
--	--------------

Plus adjustments

	\$2,065.92
--	------------

Plus Penalty Interest - \$417,065.92 @ 12% per annum calculated on a daily basis for 5 days

	\$685.59
--	----------

Balance due to the Vendor

	\$417,751.51
--	--------------

CHEQUES

North East Water

	\$119.09
--	----------

Wodonga City Council

	\$2,150.80
--	------------

McHargs Solicitors

	\$1,829.62
--	------------

ANZ Bank

	\$231,493.49
--	--------------

Mathew Garwood

	\$182,158.51
--	--------------

	\$417,751.51
--	--------------

Prepared on 6 September 2021

By McHargs Solicitors

Our ref: 210590

E & O E

POSTED

19-3



ORIGINAL

Trust Account Receipt

From Buyer
M & B Roberts SMSF Pty Ltd

Receipt Number 58963
Received Date 26/07/21
Completed Date 27/07/21
Payment Methods DEPOSIT

Property
Matthew Edward Garwood
1 Lanark Ct, West Wodonga VIC

To	Type	Details	Amount
1 Lanark Ct, West Wodonga VIC	Sale Deposit	Sale Deposit - M & B Roberts SMSF Pty Ltd	\$20,000.00

Total Incl GST **\$20,000.00**

Twenty Thousand Dollars

Completed By: Vera Craik

Signed: 

19.4

Source Account Deposit Form



ABN 52 110 671 392
Property Exchange Australia Ltd

Date form generated Day: Month: Year:

This form should be used to support the deposit of funds into the PEXA Source Account, in order to provide Purchaser's Equity for an electronic settlement in PEXA.

Subscriber Details

Subscriber Name

Subscriber Workspace Reference

Settlement and Deposit Details

SETTLEMENT DETAILS

Scheduled Settlement Date
Deposit Due Date
Purchaser's Equity Amount

DEPOSIT DETAILS

PEXA only accepts electronic payments into the PEXA Source Account. No Cheques or Cash. Refer to Deposit Help on page 2.

PEXA Account BSB
PEXA Account Number
Deposit Reference

ADDITIONAL DEPOSIT DETAILS (IF REQUIRED)

Financial Institution **BSB Name**
BSB Address **SWIFT Code**

19-5

Source Account Deposit Form



ABN 92 140 671 892
Property Exchange Australia Ltd

Deposit Help

PEXA only accepts electronic payments into the PEXA Source Account.

There are two standard types of electronic payments:

- > **EFT: Electronic Funds Transfer**
- > **RTGS: Real Time Gross Settlement**

EFTs are generally completed via your internet banking portal. Note you may have a daily transaction limit, we recommend contacting your financial institution to temporarily increase this limit. EFTs generally clear in 1-3 business days depending on your financial institution.

RTGSs generally have an additional cost and can be completed at most financial institution branches and some internet banking portals. Different financial institutions have various product names that are classified as RTGSs, for example a Westpac RTGS is called a Telegraphic Transfer, and at CBA an RTGS is called International Money Transfer. Essentially, these products result in a fast transfer of funds and can be expected to be sent to the receiving financial institution within four business hours - however for PEXA Source Account deposits, this can often take longer.

PEXA receives deposits into the PEXA Source Account three times a day, 10:20am, 1:20pm and 4:20pm. Once a deposit is received PEXA is required to match the deposit details to your workspace. To ensure the funds are available for settlement, please ensure deposit is made no less than three business days prior to the Scheduled Settlement date and time.

Important Information for the Subscriber

You, the Subscriber, are responsible for informing any person depositing funds to the PEXA Source Account that:

- a. The EFT/RTGS instructions must include the Deposit Reference in the Settlement and Deposit Details section of this form.
- b. The depositor must ensure payment of the deposit is received in cleared funds in the PEXA Source Account with the correct Deposit Reference no less than **three business days** prior to the Scheduled Settlement date and time. The funds must be deposited by electronic transfer (EFT) or real time gross settlement (RTGS) ONLY. Cheques and cash will not be accepted.
- c. The depositor must retain evidence of any deposit to the PEXA Source Account including RTGS remittance receipt, (if applicable) and bank statements.
- d. By depositing funds to the PEXA Source Account the depositor authorises PEXA to:
 - i. hold the funds on trust for the Purchaser for use in the Conveyancing Transaction identified by the above Workspace ID at the direction of you, the Subscriber; and
 - ii. apply the funds in accordance with the Final Settlement Schedule digitally signed by all relevant Subscribers; or
 - iii. where the Conveyancing Transaction will not proceed and only if you, the Subscriber, have stopped settlement and unsigned the Final Settlement Schedule:
 - A. Provide a return of Funds Form to you, the Subscriber, which will contain the depositor's personal information; and
 - B. Upon receipt of a completed Return of Funds Form signed by a User that has Financial Signing permissions in PEXA, return the funds to the original depositor account. Note: For international transfers, our receiving bank may charge
- e. The PEXA Source Account BSB is unique to PEXA. Depositors may receive a system generated notification stating "BSB not recognised" or similar. *Depositors should carefully check the BSB details entered and if matched with the BSB listed in the front of the form, proceed;*

PEXA will not be responsible for any delays in settlement, misapplication of funds or inability to apply funds resulting from inaccurate or incomplete information provided by you or a failure by any person to adhere to the requirements set out in this PEXA Source Account Deposit Form.

If the amount of Purchaser's Equity is changed in the Electronic Workspace, you must ensure the deposit to the PEXA Source Account is made in the amended amount, or topped up as required.

Personal Information will be used by PEXA to the extent required to process the deposit of funds, or any return of the funds in order to carry out the Conveyancing Transaction(s).

Personal Information may also be disclosed to relevant authorities where required or authorised by or under law.

PEXA's Privacy Policy, provides further information about how individuals may access and correct the personal information that PEXA holds about them, how to complain about a breach of privacy by PEXA and how PEXA will deal with privacy complaints. Any queries about PEXA and privacy should be directed to PEXA's Privacy Officer.

For further details refer to PEXA's Privacy Policy available at www.pexa.com.au/privacy-policy

Your Ref:
Our Ref: IS:4201
Contact: India Stokie
Direct Phone: 03 9702 0099
Direct Email: india@myconveyancers.com.au

25 October 2022

M & B Roberts Property Pty Ltd
30 340 Hope Island Road
HOPE ISLAND QLD 4212

Dear Sir/Madam

**Your purchase from Garwood
Property: 1 Lanark Court, West Wodonga VIC 3690**

As per the Statement of Rates Adjustments, you transferred the sum of \$ 152,000 into pexa complete settlement.

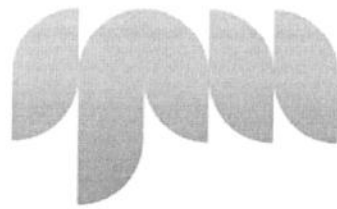
As we had allowed for a contingency, the excess funds in the sum of \$1,864.52 was returned back to you on the day of settlement.

Please do not hesitate to contact me if you have any other questions.

Yours faithfully
my conveyancers au

India Stokie

Encl.



19.7

IPN VALUERS

VALUATION REPORT

1 LANARK COURT WEST WODONGA VIC 3690



INSTRUCTING PARTY

MATT ROBERTS

RELIANT PARTY

MATT ROBERTS

CLIENT NAME

Matt Roberts

External Reference

VALUATION PURPOSE

Superannuation Assessment Purposes

VALUATION DATE

14 October 2022

INSPECTION DATE

14 October 2022

INTERNAL REF.

10765816

OFFICE USE ONLY

IPN Valuers Albury Wodonga

Address: Unit 3 560 David Street, Albury, NSW, 2640

Phone: (02) 6041 3111 **Fax:** (02) 6041 5111

Email: admin.albury@ipnvaluers.com.au

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1 LANARK COURT WEST WODONGA VIC 3690

14 October 2022



IPN VALUERS

19-9

1. VALUATION SUMMARY & STATEMENT

Property Address: 1 LANARK COURT WEST WODONGA VIC 3690

Instructing Party: MATT ROBERTS

Reliant Party: MATT ROBERTS

Purpose of Valuation: Superannuation Assessment Purposes

Interest Valued: Fee Simple Vacant Possession

Title Details: Lot 126, Plan LP121489

Registered Owner: M & B Roberts Property Pty Ltd

Land Area: 800 sqm

Building Areas: Living: 162 sqm, Outdoor: 73 sqm, Car: 81 sqm

Zoning: General Residential Zone Schedule 1 (GRZ1)

Planning Instrument: Wodonga Planning Scheme 1999

Description: Detached Single Level Dwelling

Inspection Date: 14 October 2022

Valuation Date: 14 October 2022

Qualifications

The above is a summary only and should be read in conjunction with the full report.

The Reliant Party, in relying upon this report, does so, on the basis that they have read the entire report inclusive of any annexures, disclaimers and qualifications. The Reliant Party should ensure, prior to relying upon the report, that any unclear aspects of the report or possible incorrect information or assertions are referred to the valuer prior to placing any reliance upon the report.

VALUATION SUMMARY & STATEMENT

VALUATION

The value has been assessed on the following bases:

- * Market Value.
- * Fee Simple Vacant Possession.
- * Property condition is based on an Existing basis.

\$500,000

**Five Hundred Thousand Dollars
(Excluding GST)**

Valuation Firm: IPN Valuers Albury Wodonga
Address: Unit 3 560 David Street, Albury, NSW, 2640
Phone / Email: (02) 6041 3111 / admin.albury@ipnvaluers.com.au

Valuer:

Peter Mitchell

Peter Mitchell

Director, AAPI, CPV, Membership No. 68679

Independence of Valuer

I hereby certify that I do not have any direct, indirect or financial interest in the property described.

Peter Mitchell

Where this valuation report has been countersigned, the following is advised. The authorising valuer has not inspected the property and has not participated in the preparation of the report. Where the reporting valuer is not AAPI (CPV) the valuation and working papers have been reviewed and, based upon such review and appropriate questioning of the valuer the authorising signatory is satisfied that the value opinion contained in the valuation has been reached by the reporting valuer is based on reasonable grounds. The opinion of the value expressed in this report has been arrived at entirely by the prime signatory and not the authorising signatory.

2. INSTRUCTIONS

Under Instructions From:

Acting on written instructions from MATT ROBERTS.

This valuation has been prepared in accordance with the Australian Property Institutes' Practice Standards & Guidance Notes and complies with the Instructing Party's standing instructions.

Purpose of the Report:

The report is for Superannuation Assessment purposes. This valuation is not suitable for any other purpose than noted.

Report To Be Relied Upon By (Reliant Party/s):

This valuation may be relied upon by MATT ROBERTS.

Qualifications

The report has been prepared for the private and confidential use of the Reliant Party only, and it must not be reproduced in whole or in part or relied upon for any other purpose than stated in the report, or relied upon by any other party without the express written authority of IPN Valuers Albury Wodonga. The valuer shall not have any liability to any party who does so. Other parties i.e. anyone other than the stated Reliant Party in the report, who may come into possession of this report are invited to seek written consent from IPN Valuers Albury Wodonga prior to relying on this report. Consent must not be sought from any other parties, including the Reliant Party, IPN Valuers Albury Wodonga and the valuer shall not have any liability to any other party who relies upon this report without written consent. IPN Valuers Albury Wodonga reserves the right to withhold consent or to review the contents of this report in the event that the consent of IPN Valuers Albury Wodonga is sought. IPN Valuers Albury Wodonga warning is registered here, that any party, other than those specifically named as the Reliant Party, should obtain their own valuation before acting in any way in respect of the subject property.

Conflict of Interest:

It is confirmed that IPN Valuers Albury Wodonga has no pecuniary interest that could conflict with the valuation of this property.

Basis of Valuation

This valuation has been prepared on the basis of market value as defined by the International Valuation Standards Committee (IVSC), and endorsed by the Australian Property Institute, as follows:

"Market value is the estimated amount for which an asset or liability should exchange on the date of valuation between a willing buyer and a willing seller in an arm's length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion".



INSTRUCTIONS

Interest Valued

The valuation has been prepared subject to: Fee Simple Vacant Possession

Market Movement & Report Expiry

This valuation is current at the date of valuation only. The value assessed herein may change significantly and unexpectedly over a relatively short period of time (including as a result of general market movements or factors specific to the particular property). Liability for losses arising from such subsequent changes in value is excluded as is liability where the valuation is relied upon after the expiration of 90 days after the date of the valuation.

3. TITLE DETAILS

Legal Description

Lot 126, Plan LP121489. Vol 09206 in Folio/s 319

Registered Owner (As per Title / RP Data Search)

The First Schedule of the Title Search and/or the RP Data records indicate the registered proprietor(s) to be: M & B Roberts Property Pty Ltd

Encumbrances & Restrictions

None advised or apparent.

Qualifications

Should any encumbrances, easements, leases or other restrictions not mentioned in this report be known or discovered then the valuation should be referred to the valuer for comment. The Reliant Party to this report should obtain legal advice in respect of any encumbrances on title; should legal advice indicate that these notations have negative features then this valuation should be requisitioned for review. This valuation is made on the basis that the property is free of mortgages, charges and other financial liens.

4. PLANNING

Current Use

The current use is Single Residential.

Local Government Authority

City of Wodonga Council

Zoning

General Residential Zone Schedule 1 (GRZ1)

Planning Instrument

Wodonga Planning Scheme 1999

Zoning Effect

Permitted development & use no adverse effect current

Qualifications

Comments in relation to zoning, heritage conservation orders/classification, road widening or realignment proposal or any Council policy restricting the development of the land by reason of likelihood of landslip, flooding or drainage issues are based on verbal advice or records available to the public and have not been formally confirmed in writing by obtaining appropriate certification. Should such certifications indicate otherwise, then this valuation report is to be requisitioned for comment.

5. LOCATION

Location Description

The property is situated on the south eastern side of the court, south of Campbell Avenue, about three kilometres from the Wodonga Post Office.

Neighbourhood Description

The surrounding area is comprised of similar developments to the subject property

6. SITE DESCRIPTION

Site Area

The subject has a site area of 800 sqm.

Dimensions (when available)

The land has the following dimensions: Irregular

Site Characteristics

An irregular shaped allotment which is above street grade and generally level.

Services

Mains water, mains sewer, mains electricity, mains gas, telephone, bitumen sealed road and concrete kerb & gutter. are available or connected to the site.

Site Identification

The subject has been identified by Cadastral Plan and street number.

7. IMPROVEMENTS

Improvement Description

Erected upon the land is a Detached Single Level Dwelling.

Built About:

1980

Additions About:

Renovated kitchen & bathrooms.

Street Appeal:

Average appearance and street appeal for the area.

Style:

Conventional

Main Walls:

Brick veneer

Roof:

Concrete Tile

Windows:

Timber

Flooring:

Concrete slab

Interior Linings:

Plasterboard

Internal Layout:

Functional

Internal Condition:

Good

External Condition:

Good

Accommodation

Accommodation essentially comprises:

3 Bedrooms, 2 Bathrooms, study, kitchen/meals area, sunken lounge room, hallway, separate toilet and laundry.

Other Improvements include:

Screened pergola, front verandah, driveway, paths, fences and landscaping.

Car Accommodation:

Double detached garage and single carport.

IMPROVEMENTS

Finishes

PC Items include:

1.5 bowl kitchen sink, dishwasher, gas hotplate, rangehood, wall oven, laundry tub, toilet, bath, shower, vanity unit, light/heater/fan, shower, vanity unit, toilet, light/heater/fan and hot water unit.

Fixtures and Features include:

Ducted heating and cooling, ceiling fans, wall unit air conditioner and skylights.
Fixed floor coverings, light fittings and window furnishings.

Qualifications

This Valuation inspection and Report does not constitute a structural survey and is not intended as such. An inspection only of the exposed and readily accessible areas of the improvements has been carried out. Note, the Valuer is not a building construction or structural expert and is therefore unable to certify the structural soundness of the improvements. Readers of this report should make their own enquiries in relation to these aspects. This Valuation has been based on the condition of the improvements and the property in general as at the inspection date, and if the property has to be sold in circumstances where its condition has deteriorated and/or essential fixtures/fittings removed there is likely to be a significant write down in value when compared to the current assessment. Under these circumstances the Valuer will not be responsible for any reduction in value.

This valuation assumes that all improvements have been constructed in accordance with the appropriate planning and building regulations in force at the time of construction, and that all appropriate approvals have been obtained from the relevant authorities. The valuation is made on the basis that there are no encroachments by or upon the property. If the Reliant Party to this report has any concerns regarding encroachments they should be referred to a Registered Surveyor for advice or current survey report. The valuation assumes that all building works are legally approved and that no orders exist at the date of valuation requiring demolition or compliance works as prescribed by a relevant authority.

IMPROVEMENTS

Areas

From the measurement of the property, the approximate building areas are:

Living: 162 sqm, Outdoor: 73 sqm, Car: 81 sqm

Qualifications

Should a formal building survey by a registered surveyor be carried out and reveal actual areas to be significantly different from the above, the valuation may be affected and it should be referred back to the valuer for comment and reassessment.

It should be noted that the inspecting valuer is not a qualified building surveyor and where the property has been physically measured by the valuer, the areas are approximate only. Should the Reliant Party consider that such areas are critical, then, a formal measurement survey should be obtained and provided to the valuer.

Repairs and Maintenance (When Applicable)

No.

Allowances

Qualifications

All building services, including, plumbing and electrical are assumed to be operating satisfactorily, however no tests were carried out thereon.

A structural report on the building and or/its plant and equipment has not been sighted, and nor have unexposed or inaccessible portions of the premises (including sub floor areas, roof and roof cavities) been inspected. Therefore, comment on the structural integrity, defects, rot or infestation of the improvements, any use of asbestos or other materials now considered hazardous, or areas of non-compliance with the building standards, regulations or codes and Local Government, other than matters which are obvious and which are noted within the report, is not possible. Persons or entities involved in dealings with the property may need to make further investigations in this regard if considered necessary.

This report is not a structural survey and no advice is given in any way relating to structural matters. Any opinion given as to the condition of the improvements on the property is not given in the capacity as an expert.

It has been advised, and assumed for the purposes of this report, that there are no outstanding statutory or regulatory orders or charges relating to the property.

8. PHOTOGRAPHIC STUDY

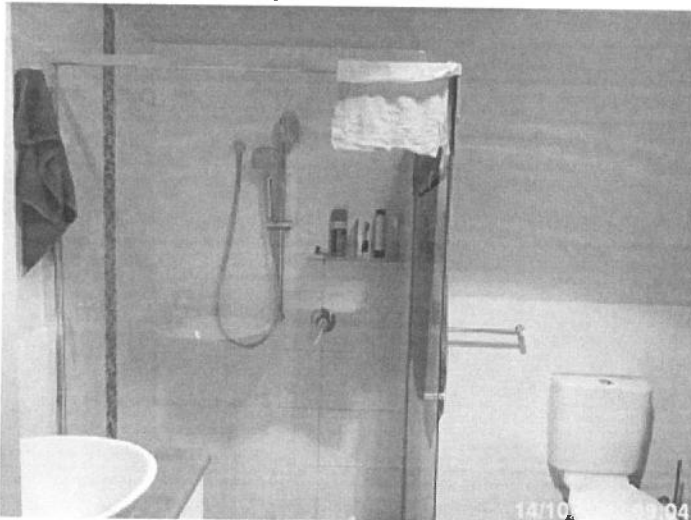
The photographs used in this report have been taken at the date & time of inspection as per report, unless otherwise stated.



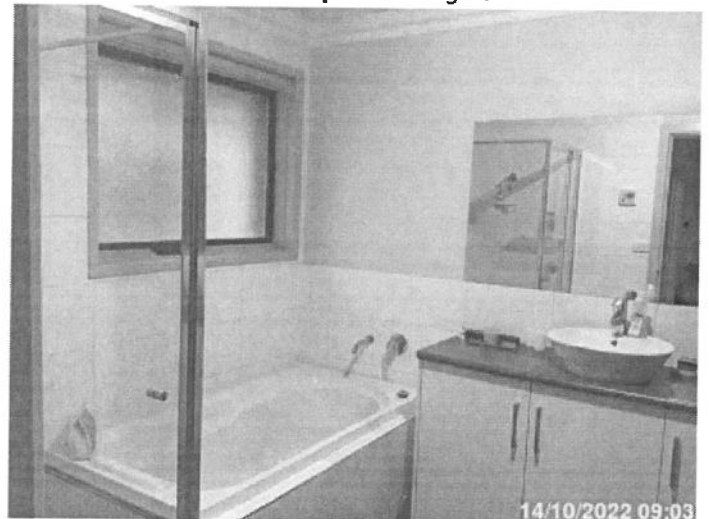
Description: Front Elevation



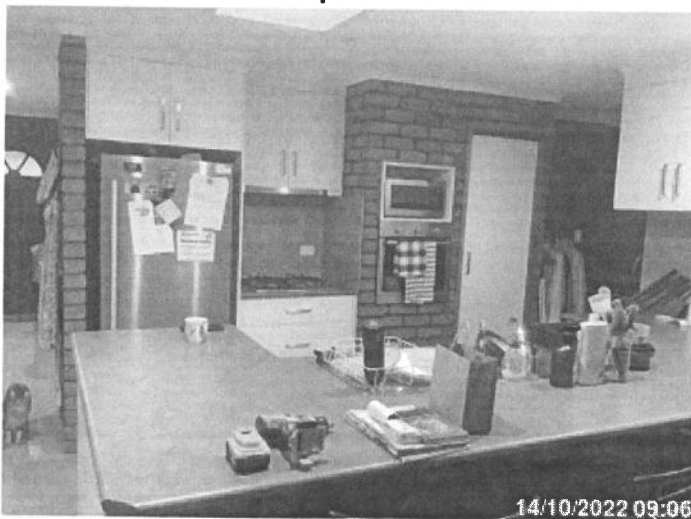
Description: Pergola



Description: Ensuite



Description: Bathroom



Description: Kitchen

9. MARKET EVIDENCE

Address	Sale Date	Sale Price	Comment	Comparison
37 ANDERSON STREET WODONGA VIC 3690	20/07/2022	\$460,000	A circa 1975, brick veneer, 3 bedroom, 2 bathroom, detached single storey dwelling with concrete tile roof and tandem carport. Features include completely renovated throughout, timber deck & garden shed. Site area of 583 sqm.	Overall: Inferior. Land: Inferior. Improvements: Inferior. Location: Comparable. Condition: Superior
5 COVENTRY COURT WEST WODONGA VIC 3690	30/05/2022	\$475,000	A circa 1995, brick veneer, 3 bedroom, 2 bathroom, single storey dwelling with concrete tile roof and single carport. Features include pergola & workshop with awning. Site area of 801 sqm.	Overall: Inferior. Land: Comparable. Improvements: Inferior. Location: Comparable. Condition: Comparable
9 SAPPHIRE CIRCUIT WEST WODONGA VIC 3690	07/04/2022	\$515,000	A circa 1980, brick veneer, 3 bedroom, 2 bathroom, single storey dwelling with concrete tile roof and double carport. Features include completely renovated throughout, pergola & garden shed. Site area of 655 sqm.	Overall: Superior. Land: Inferior. Improvements: Inferior. Location: Comparable. Condition: Superior
4 PRUNIS COURT WODONGA VIC 3690	08/04/2022	\$525,000	A circa 1980, brick veneer, 3 bedroom, 2 bathroom, single storey dwelling with concrete tile roof and double carport & double garage. Features include renovated kitchen & bathrooms, pergola with built-in barbecue & garden shed. Site area of 701 sqm.	Overall: Superior. Land: Inferior. Improvements: Superior. Location: Comparable. Condition: Superior

1 LANARK COURT WEST WODONGA VIC 3690

14 October 2022



10. GENERAL COMMENTS

We have carried out an inspection of exposed and readily accessible areas of the improvements. However, the valuer is not a building construction or structural expert and is therefore unable to certify the structural soundness of the improvements. Readers of this report should make their own enquiries.

This valuation has been prepared on specific instructions from Matt Roberts for Self Managed Superannuation Fund asset purposes. The report is not to be relied upon by any other person or for any other purpose. We accept no liability to third parties nor do we contemplate that this report will be relied upon by third parties. We invite other parties who may come into possession of this report to seek our written consent to them relying on this report. We reserve the right to withhold our consent or to review the contents of this report in the event that our consent is sought.



11. SALES DETAILS

Current / Proposed Sale Details (when applicable)

Price: \$0 **Date:**

Comment:

Previous Sale Details (when known)

Price: \$435,000 **Date:** 13th August 2021

Comment: Sold between private parties by a local agent.

12. RECOMMENDED DOCUMENTS TO SIGHT

CRITICAL None noted

GENERAL Title search for subject property

13. MARKET COMMENTARY

The market is being impacted by the uncertainty caused by the COVID-19 pandemic. As at the date of valuation we consider that there is market uncertainty resulting in significant valuation uncertainty.

This valuation is therefore reported on the basis of 'significant valuation uncertainty'. As a result, less certainty exists than normal and a higher degree of caution should be attached to our valuation than normally would be the case. Given the unknown future impact that COVID-19 might have on markets, we recommend that the user(s) of this report review this valuation periodically.

This valuation is current at the date of valuation only. The value assessed herein may change significantly and unexpectedly over a relatively short period of time (including as a result of factors that the Valuer could not reasonably have been aware of as at the date of valuation). We do not accept responsibility or liability for any losses arising from such subsequent changes in value.

Selling Period

If offered for sale in the current market, an estimated selling period for the property is **0-6 Months** to achieve the valuation amount, provided that a professional marketing campaign is undertaken at a realistic initial listing price.

14. VALUATION RATIONALE

Valuation Methodology

Both the Sales Comparison and Cost Approach methods have been used. The Sales Comparison approach has been used as the primary method with the Cost Approach as a secondary check method.

Sales Comparison compares the subject property to sales of other relatively comparable properties with adjustments made for points of difference.

The Cost or Summation Approach adds the land value as analysed from comparable sales evidence to the depreciated value of the improvements.

Valuation Assessment

Market Value \$500,000

Five Hundred Thousand

Valuation Firm: IPN Valuers Albury Wodonga

Address: Unit 3 560 David Street, Albury, NSW, 2640

Phone / Email: (02) 6041 3111 / admin.albury@ipnvaluers.com.au

Valuer:

R. Mitchell

Peter Mitchell
Director, AAPI, CPV, Membership No. 68679

19.22

15. GST ISSUES

This valuation is prepared on the assumption that the subject property does not constitute 'new residential premises' as defined by the Australian Tax Office, even though some properties such as new dwellings are in fact subject to GST. Further it is assumed that the subject property will transact as a residential property between parties not registered (and not required to be registered) for GST. The market valuation herein reflects a market transaction to which GST is not applicable. The Reliant Party to this report should satisfy itself of the GST position prior to placing any reliance on the report.

Qualifications

In analysing the sales evidence referred to herein, it is noted that the reporting valuer has attempted to ascertain whether or not the sale price/rental is inclusive or exclusive of Goods and Services Tax (GST). In relation to sales evidence, it is emphasised that Land & Property Information offices in Australia do not currently differentiate between or record whether or not the sale price is inclusive or exclusive of GST.

Where the reporting valuer has not been able to verify whether or not GST is included in the sale price, the valuer has assumed that the record of sale prices is exclusive of GST. Should this not be the case for any particular sale used as evidence, the valuer and IPN Valuers Albury Wodonga reserves the right to reconsider the valuation.

It should be further noted that the reporting valuer and IPN Valuers Albury Wodonga are not experts in taxation matters and, if necessary, the Reliant Party should seek independent formal advice.

16. DISCLAIMERS

Where there is no Reliant Party stated in this report, the Reliant Party is the Instructing Party.

The instructing party/parties shall jointly and severally indemnify, hold harmless and hereby release IPN Valuers Albury Wodonga, its Directors, employees and agents from and against any and all claims, liabilities, costs, expenses (without limitations) made or brought against or incurred by IPN Valuers Albury Wodonga at any time and in any way arising out of or relating to IPN Valuers Albury Wodonga's Directors, employees and agents acting on this valuation other than claims for gross negligence where the use of the valuation has corresponded with its instructed purpose in conjunction with the specific disclaimers and qualifications, other than claims for gross negligence or intentional misconduct. The right of this indemnification shall be in addition to any other rights or immunities IPN Valuers Albury Wodonga, its Directors, employees and agents may have by law, contract or otherwise.

Whilst the land appears suitable for the existing use, no soil tests or environmental studies have been made available to the valuer. This valuation is on the basis that the property is not affected by any hazardous or unsafe materials or condition that adversely affects its existing utility or reduces its marketability. Should an environmental consultant's report indicate otherwise, then this valuation report is to be requisitioned for comment. In such a case, the valuer reserves the right to reconsider the findings herein. Comments on all areas of environmental concern, based upon superficial inspection, have been endeavoured. Upon superficial inspection of the site, no observations were made indicating any significant environmental problem/toxicity associated with the site. An actual Environmental Audit may reveal matters that affect this valuation herein that were not readily discernible at the time of inspection. Should an environmental consultant's report indicate otherwise, then this valuation report is to be requisitioned for comment. In such cases, IPN Valuers Albury Wodonga reserves the right to reconsider the findings herein. The client acknowledges and recognises that the reporting valuer and IPN Valuers Albury Wodonga are not experts in identifying environmental hazards and compliance requirements affecting properties. This valuation is on the basis that no outstanding orders from any relevant statutory or regulatory body exist, and IPN Valuers Albury Wodonga reserves the right to reconsider the findings, should this not be the case.

17. CAPPED LIABILITY SCHEME

Liability Limited by a scheme approved under Professional Standards Legislation.

Contract Of sale of land

Property : 1 Lanark Court West Wodonga VIC 3690



Contract of sale of land

© COPYRIGHT AUGUST 2019

IMPORTANT NOTICE TO PURCHASERS - COOLING-OFF

Cooling-off period (Section 31 of the *Sale of Land Act* 1962)

You may end this contract within 3 clear business days of the day that you sign the contract if none of the exceptions listed below applies to you.

You must either give the vendor or the vendor's agent written notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision.

You are entitled to a refund of all money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

EXCEPTIONS : the 3 day cooling-off period does not apply if:

- you bought the property at a publicly advertised auction or on the day on which the auction was held; or

- you bought the land within 3 clear business days before a publicly advertised auction was to be held; or
- you bought the land within 3 clear business days after a publicly advertised auction was held; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

Off-the-plan sales (Section 9AA(1A) of the *Sale of Land Act* 1962)

You may negotiate with the vendor about the amount of the deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.

A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.

The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor.

Approval

This contract is approved as a standard form of contract under section 53A of the Estate Agents Act 1980 by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act* 2014.

Copyright

This document is published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd and is copyright. It may only be reproduced in accordance with an agreement with the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd for each specific transaction that is authorised. Any person who has purchased a paper copy of this document may only copy it for the purpose of documenting a specific transaction for the sale of a particular property.

Disclaimer

This document is a precedent intended for users with the knowledge, skill and qualifications required to use the precedent to create a document suitable for the transaction.

Like all precedent documents it does not attempt and cannot attempt to include all relevant issues or include all aspects of law or changes to the law. Users should check for any updates including changes in the law and ensure that their particular facts and circumstances are appropriately incorporated into the document to achieve the intended use.

To the maximum extent permitted by law, the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd and their respective contractors and agents are not liable in any way for any loss or damage (including special, indirect or consequential loss and including loss of business profits), arising out of or in connection with this document or its use.

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WARNING TO ESTATE AGENTS
DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES
UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER

Contract of sale of land

The vendor agrees to sell and the purchaser agrees to buy the property, being the land and the goods, for the price and on the terms set out in this contract.
The terms of this contract are contained in the -

- particulars of sale; and
- special conditions, if any; and
- general conditions

in that order of priority.

SIGNING OF THIS CONTRACT

WARNING: THIS IS A LEGALLY BINDING CONTRACT. YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT.

Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the Sale of Land Act 1962.

The authority of a person signing -

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties - must be noted beneath the signature.

Any person whose signature is secured by an estate agent acknowledges being given by the agent at the time of signing a copy of the terms of this contract.

SIGNED BY THE PURCHASER *Matt Roberts*
DocuSigned by:
3BD451CF39B7431...

DocuSigned by:
Brooke Roberts
B3408398AB8341A... on 08 / 07 / 2021

Print name(s) of person(s) signing: M & B Roberts SMSF Pty Ltd

State nature of authority, if applicable: Matthew Roberts and Brooke Ellen Roberts - Directors

This offer will lapse unless accepted within [10] clear business days (3 clear business days if none specified) in this contract, "business day" has the same meaning as in section 30 of the Sale of Land Act 1962

SIGNED BY THE VENDOR: *Matthew Garwood* on 19 / 7 / 2021

Print name(s) of person(s) signing: Matthew Edward Garwood

State nature of authority, if applicable:

The DAY OF SALE is the date by which both parties have signed this contract 19 July 2021

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Table of contents

Particulars of sale

Special conditions

General conditions

1. ELECTRONIC SIGNATURE
2. LIABILITY OF SIGNATORY
3. GUARANTEE
4. NOMINEE
5. ENCUMBRANCES
6. VENDOR WARRANTIES
7. IDENTITY OF THE LAND
8. SERVICES
9. CONSENTS
10. TRANSFER AND DUTY
11. RELEASE OF SECURITY INTEREST
12. BUILDER WARRANTY INSURANCE
13. GENERAL LAW LAND
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15. DEPOSIT BOND
16. BANK GUARANTEE
17. SETTLEMENT
18. ELECTRONIC SETTLEMENT
19. GST
20. LOAN
21. BUILDING REPORT
22. PEST REPORT
23. ADJUSTMENTS
24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING
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26. TIME & CO-OPERATION
27. SERVICE
28. NOTICES
29. INSPECTION
30. TERMS CONTRACT
31. LOSS OR DAMAGE BEFORE SETTLEMENT
32. BREACH
33. INTEREST
34. DEFAULT NOTICE
35. DEFAULT NOT REMEDIED

REV

19.28

Particulars of sale

Vendor's estate agent

Name: Cainpak Pty Ltd t/a Wodonga Real Estate Best Agents ABN 33 075 490 747

Address: 6 Stanley Street Wodonga VIC 3690

Email: Clinton@wodongarealestate.com.au

Tel: 02 6056 1888

Mob: 0408 605 950

Fax: 02 6056 2129

Ref: Clinton Harvey

Vendor

Name: Matthew Edward Garwood

Address: 1 Lanark Court Wodonga VIC 3690

Email: _____

ABN/ACN: _____

Vendor's legal practitioner or conveyancer

Name: McHargs Solicitors

Address: PO Box 145 Wodonga VIC 3689

Email: rbeall@mchargs.com.au

Tel: (02)60241 677

Mob: _____

Fax: _____

Ref: Warren Judd

Purchaser's estate agent

Name: _____

Address: _____

Email: _____

Tel: _____

Mob: _____

Fax: _____

Ref: _____

Purchaser

Name: M & B Roberts SMSF Pty Ltd

Address: Unit 30, 340 Hope Island Road Hope Island QLD 4212

Email: _____

ABN/ACN: 647 922 496

Purchaser's legal practitioner or conveyancer

Name: Myconveyancersau

Address: 447 Centre Road Berwick VIC 3806

Email: india@myconveyancers.com.au

Tel: (03)9 702 0099

Mob: 0404 469 939

Fax: _____

Ref: India Stokie

Land (general conditions 7 and 13)

The land is described in the table below -

Certificate of Title reference	being lot	on plan
Volume 09206 Folio 319	126	121489
Volume Folio		

If no title or plan references are recorded in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement

The land includes all improvements and fixtures.

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Property Address

The address of the land is: **1 Lanark Court West Wodonga VIC 3690**

Goods sold with the land (general condition 6.3(f)) (list or attach schedule)

Light fittings, window furnishings, fixed floor coverings.

Payment

Price \$ **435,000.00**

payable prior to exchange of contracts

Deposit \$ **20,000.00** by ___ / ___ / 20 ___ (of which \$ ___ has been paid)

Balance \$ **415,000.00** payable at settlement

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

Subject to general condition 19.2, the price includes GST (if any), unless the next box is checked

GST (if any) must be paid in addition to the price if the box is checked

This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked

This sale is a sale of a 'going concern' if the box is checked

The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

Is due on ___ / ___ / 20 ___ *30 days from exchange of contracts*

unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the later of:

- the above date; and
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to*:

(*only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document)

a lease for a term ending on ___ / ___ / ___ with [___] options to renew, each of [___] years.

OR

a residential tenancy for a fixed term ending on ___ / ___ / ___

OR

a periodic tenancy determinable by notice

Terms contract (general condition 30)

This contract is intended to be a terms contract within the meaning of the Sale of Land Act 1962 if the box is checked. (Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)

Loan (general condition 20)

This contract is subject to a loan being approved and the following details apply if the box is checked:

Lender: _____

(or another lender chosen by the purchaser)

Loan amount: no more than \$ *sufficient to complete* Approval date: *14 days from exchange* ___ / ___ / 20 ___

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

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Special conditions

Instructions: It is recommended that when adding further special conditions:

- each special condition is numbered;
- the parties initial each page containing special conditions;
- a line is drawn through any blank space remaining on the last page; and
- attach additional pages if there is not enough space.

Special Condition 1 -

Where Vendor accepts less than 10% of price on making of the contract

- a) The term "Deposit" used in this contract means 10% of the price, despite that the amount actually payable on the making of the contract is less than 10% of the price, or, with the Vendor's prior consent, is payable by a bond or guarantee.
- b) The term "Deposit" used on in the Particulars of Sale and "the deposit" used in any other part of the contract is to be read having regard to this special condition.
- c) If the Purchaser is not required by the contract to pay 10% of the price as a deposit on the making of this contract, the difference between the amount required by the contract to be paid at that time and 10% of the price remains payable on demand by the Vendor, but the Vendor agrees not to make such a demand unless the Purchaser is in default under any provision of the contract.
- d) If this contract ends as a result of a default by the purchaser entitling the vendor to keep the deposit and the purchaser has paid a part deposit, being less than 10% of the price or has provided, instead of or as well as a part deposit, a deposit bond or guarantee, no matter what amount is required to be actually paid on the making of the contract, then the vendor is entitled to:
- i. keep any part of the 10% deposit actually paid (if any)
 - ii. call upon the issuer of any deposit bond or bank guarantee to honour the terms of the obligations contained in the documents evidencing the bond or guarantee; and
 - iii. recover the difference between any part of the deposit actually paid or recovered from the issuer of deposit bond or bank guarantee and 10% of the price.

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General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

- 1.1 In this general condition "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.
- 1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

Any signatory for a proprietary limited company purchaser is personally liable for the due performance of the purchaser's obligations as if the signatory were the purchaser in the case of a default by a proprietary limited company purchaser.

3. GUARANTEE

The vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract if the purchaser is a proprietary limited company.

4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

Title

5. ENCUMBRANCES

- 5.1 The purchaser buys the property subject to:
 - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (b) any reservations, exceptions and conditions in the crown grant; and
 - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

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- 6.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

- 7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 7.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

- 8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

9. CONSENTS

The vendor must obtain any necessary consent or licence required for the sale. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.

10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under condition 11.2, the purchaser must-
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives-
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1) (b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property-
- (a) that-
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind;

- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if-
 - (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser received a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor-
 - (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the vendor's possession relating to the property if requested in writing to do so at least 21 days before settlement.

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 223 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
 - (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
 - (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- to the vendor's licensed estate agent; or
 - if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- must not exceed 10% of the price; and
 - must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- the vendor provides particulars, to the satisfaction of the purchaser, that either:
 - there are no debts secured against the property; or
 - if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - all conditions of section 27 of the Sale of Land Act 1962 have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the Sale of Land Act 1962 to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - by cheque drawn on an authorised deposit-taking institution; or
 - by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment; and
 - any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the Banking Act 1959 (Cth) is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- settlement;
 - the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general

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condition 15.5 to the extent of the payment.

- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
 - (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the Banking Act 1959 (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
 - (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement:
 - (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
 - (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
 To the extent that any interoperability rules governing the relationship between electronic lodgment network operators do not provide otherwise:
 - (a) the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
 - (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming

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mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

- 18.6 Settlement occurs when the workspace records that:
 - (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.

- 18.7 The parties must do everything reasonably necessary to effect settlement:
 - (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
 if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment

- 18.9 The vendor must before settlement:
 - (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgment network operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgment network operator of settlement.

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
 - (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.

- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
 - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
 - (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply

- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

- 19.7 In this general condition:
 - (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

- 20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

- 20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given.

20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

24.5 The purchaser must:

- (a) The engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
- (b) ensure that the representative does so.

24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.

24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:

- (a) the settlement is conducted through an electronic lodgment network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Taxation Administration Act 1953 (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The purchaser must:

- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
- (b) ensure that the representative does so.

25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and

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(e) any other provision in this contract to the contrary.

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

- (a) settlement is conducted through an electronic lodgment network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgment network.
However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.10 A party must provide the other party with such information as the other party requires to:

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation

25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).

The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
 - (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.

- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

- 28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.
- 28.1 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.
- 28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29. INSPECTION

The purchaser and/or another person authorised by the purchaser may inspect the property at any reasonable time during the 7 days preceding and including the settlement day.

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land; and
 - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

19.42

32. BREACH

A party who breaches this contract must pay to the other party on demand:

- (a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and
- (b) any interest due under this contract as a result of the breach.

Default

33. INTEREST

Interest at a rate of 2% per annum plus the rate for the time being fixed by section 2 of the Penalty Interest Rates Act 1983 is payable at settlement on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

34. DEFAULT NOTICE

34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

34.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.

35.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

35.3 If the contract ends by a default notice given by the purchaser:

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

35.4 If the contract ends by a default notice given by the vendor:

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

GUARANTEE AND INDEMNITY

TO: The withinnamed and described Vendor
(hereinafter called "the Vendor")

IN CONSIDERATION of the Vendor having at the request of the person whose name address and description are set forth in the Schedule hereto (hereinafter called "the Guarantor") agreed to sell the land described in the within Contract of Sale to the withinnamed Purchaser (hereinafter called "the Purchaser") the Guarantor HEREBY GUARANTEES to the Vendor the due and punctual payment by the Purchaser of the purchase money and interest payable thereon as detailed in the said Contract of Sale and all other monies that are payable or may become payable pursuant thereto (hereinafter called "the monies hereby secured") AND ALSO the due performance and observance by the Purchaser of all and singular the covenants provisions and stipulations contained or implied in the said Contract of Sale and on the part of the Purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the said Contract of Sale and has access to a copy thereof and further that this Guarantee is given upon and subject to the following conditions:

- A. THAT in the event of the Purchaser failing to pay the Vendor as and when due the monies referred to in the within Contract the Guarantor will immediately pay such monies to the Vendor.
- B. THAT in the event of the Purchaser failing to carry out or perform any of its obligations under the said Contract the Guarantor will immediately carry out and perform the same.
- C. THE Guarantor shall be deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for it) for the payment of the purchase moneys interest and all other monies if any payable pursuant to the within Contract in the performance of the obligations herein contained and it shall not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the moneys or to carry out and perform the obligations herein contained.
- D. THAT no time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect a liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Vendor have been paid and all obligations have been performed.

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SCHEDULE

Vendor: MATTHEW EDWARD GARWOOD of 5 Ogden Street, Acton TAS 7320

Purchaser:

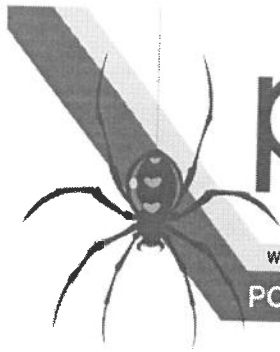
Guarantor:

IN WITNESS WHEREOF the said Guarantors have set their hands and seals

this day of 2021.

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pestpac

ABN: 14 496 079 437

Pest Control & Termite Management

Walsh Pest Pty. Ltd. as trustees for Walsh Family Trust trading as Pestpac Albury-Wodonga

PO Box 853, Albury NSW 2640 • Ph: 02 602 333 99

TAX INVOICE

Propertyology
PO Box 1341
FORTITUDE VALLEY QLD 4006
AUSTRALIA

Invoice Date
26 Jul 2021

Invoice Number
25721


Treatment Address
1 Lanark Court WEST WODONGA

Description

Description	Amount
PPI, Pre-Purchase Inspection to the Australian Standard AS4349 as per Report.	220.00
FOR: M & B Roberts SMSF Pty Ltd	
Technician: Ryan Murray, NSW Lic No. 5084569 VIC Lic No. L010924 Accreditation: 7716	

Subtotal	220.00
Total GST 10%	22.00
Invoice Total AUD	242.00
Total Net Payments AUD	0.00
Amount Due AUD	242.00

Due Date: 31 Jul 2021

Payment Options: Reference: 25721
 Call to pay with **VISA**  **mastercard**
Bank Transfer to:
 Bendigo Bank BSB: 633 000 Account No. 162 834 030
 Email remittance to info@pestpac.com.au

Thank you for continuing to choose Pestpac for your General Pest & Termite requirements.
info@pestpac.com.au 02 6023 3399 www.pestpac.com.au

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19.47



The Building Investigator

1256 Kiewa Valley Highway
Kiewa, Vic, 3691
E-mail; thebuildinginvestigator@iinet.net.au
Ph; 0417 319 399

Tax invoice
Number; 2363

27th July 2021

Client; M&B Roberts SMSF Pty Ltd
Via e-mail; C/o mandie@propertyology.com.au
Ph: 1300 65 40 70

Re; 1 Lanark Court Wodonga

Inspection and advice for the above property	\$309.09
Plus GST of	\$30.91
Invoice total.....	\$340.00

Electronic payment details;

Account; Streetal Pty Ltd
ABN: 46 497 243 340
NAB, Wodonga
BSB; 083971
Account No; 69 348 0069

Please make cheques payable to Streetal Pty Ltd
Please put invoice number as a reference

TERMS : 14 Days



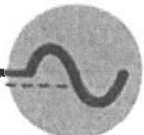
19-48

Miller & Red Pty Ltd

PO Box 317 LAVINGTON NSW 2641
P 02 6021 7799 E admin@deecce.com.au
ABN 43 153 797 105

Dee Cee Electrics

ELECTRICAL CONTRACTOR NSW 245786C VIC 22777



Tax Invoice

BILL TO
c/- Leasing Albury Wodonga
2/560 David Street
Albury NSW 2640

Invoice # 31062
Date 28/10/2021
Your order #
Our job # JN-23696

ATTENTION Matt Roberts & Brooke Roberts

DESCRIPTION	AMOUNT
JOB SITE 1 Lanark Court, West Wodonga	
DATE COMPLETED 26/10/2021	
AS PER APPROVED QUOTE	
Upgrade older style switchboard to RCD safety switch protection to meet current industry safety standards, regulations and the Victorian Residential Tenancies Act	
Upgrade and make safe poor and illegally wired cables in shed to meeting current industry standards	
MATERIALS	\$454.00
LABOUR	\$272.73

PAYMENT TERMS STRICTLY 30 DAYS

Bank account details

ANZ Miller & Red Pty Ltd
BSB 012 708 Account # 375 391 028

Please reference invoice number, and email remittance on payment.

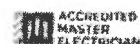
Miller & Red Pty Ltd reserve the right to charge any administration or debt recovery fees on all amounts considered overdue. The materials or goods used to complete the above work remain the property of Miller & Red Pty Ltd until full payment as per this invoice has been received.

Invoice # 31062 28/10/2021

F0020

Sub total	\$726.73
GST	\$72.67
TOTAL due	\$799.40

electrical contractor • repairs maintenance installations • domestic commercial



ACCOUNT STATEMENT

Customer Enquiries 13 11 33



20.1

Matthew Roberts
48 Coral Crescent
KELLYVILLE NSW 2155

Borrowers/Guarantors	Loan Account Number:	3572034
Brooke Ellen Roberts		
Matthew Roberts		
Roberts Family SMSF		
Start Date:	1 July 2021	End Date: 31 December 2021
Opening Rate:	4.60%	Closing Rate: 4.60%
Monthly Repayment:	\$1,567.94	Account Status: Current
Default Rate (if applicable):	6.60%	Payment Frequency: Weekly
BPAY Biller Code:	64956	BPAY CRN: 35720341

Account Summary as at 31 December 2021

Opening Balance	+	Interest Charged	+	Other Debits	-	Total Credits	=	Closing Balance
\$0.00		\$3,426.94		\$300,585.00		\$6,766.84		\$297,245.10

Get online today!

Access your statements online. Simply log on to Liberty Online to view. You can also:

- Withdraw funds
- Pay bills
- Make BPAY payments

To setup an online account in minutes, please visit activate.liberty.com.au.

Building Insurance for your Property

Insurance helps you mitigate the risk of financial loss in events such as fire or storm. It is also a requirement of your loan contract that you have building insurance for your property. Please ensure a copy of your current certificate has been provided, noting Secure Funding Pty Ltd. Fees may apply if a current certificate is not on file. To update your account, send your certificate to service@liberty.com.au.

20.2

ACCOUNT STATEMENT

Customer Enquiries 13 11 33

Get online today!

Access your statements online. Simply log on to Liberty Online to view. You can also:

- Withdraw funds
- Pay bills
- Make BPAY payments

To setup an online account in minutes, please visit activate.liberty.com.au.

Date	Transaction	Debit	Credit	Balance
29/12/21	Direct Debit Repayment		-\$391.99	\$297,245.10
22/12/21	Direct Debit Repayment		-\$391.99	\$297,637.09
15/12/21	Direct Debit Repayment		-\$391.99	\$298,029.08
08/12/21	Direct Debit Repayment		-\$391.99	\$298,421.07
08/12/21	Service Fee	\$30.00		\$298,813.06
08/12/21	Interest Charged	\$1,127.85		\$298,783.06
01/12/21	Direct Debit Repayment		-\$391.99	\$297,655.21
24/11/21	Direct Debit Repayment		-\$391.99	\$298,047.20
17/11/21	Direct Debit Repayment		-\$391.99	\$298,439.19
10/11/21	Direct Debit Repayment		-\$391.99	\$298,831.18
08/11/21	Service Fee	\$30.00		\$299,223.17
08/11/21	Interest Charged	\$1,167.40		\$299,193.17
03/11/21	Direct Debit Repayment		-\$391.99	\$298,025.77
27/10/21	Direct Debit Repayment		-\$391.99	\$298,417.76
20/10/21	Direct Debit Repayment		-\$391.99	\$298,809.75
13/10/21	Direct Debit Repayment		-\$391.99	\$299,201.74
08/10/21	Service Fee	\$30.00		\$299,593.73
08/10/21	Interest Charged	\$1,131.69		\$299,563.73
06/10/21	Direct Debit Repayment		-\$391.99	\$298,432.04
29/09/21	Direct Debit Repayment		-\$391.99	\$298,824.03
22/09/21	Direct Debit Repayment		-\$391.99	\$299,216.02
15/09/21	Direct Debit Repayment		-\$391.99	\$299,608.01
09/09/21	SMSF Review Fee	\$695.00		\$300,000.00
09/09/21	Search Fees	\$10.00		\$299,305.00
08/09/21	Loan Advance - EFT	\$299,295.00		\$299,295.00
26/07/21	Application Fee	\$495.00		\$0.00
26/07/21	Fee Receipt		-\$495.00	\$-495.00
Totals		\$304,011.94	-\$6,766.84	

If you have a complaint, please contact our Internal Dispute Resolution (IDR) team on 13 11 33. If your complaint is not resolved to your satisfaction by the IDR team, you can contact either our External Dispute Resolution (EDR) scheme or seek legal advice. EDR is a free service established to provide an independent mechanism to resolve specific complaints. Our EDR provider is the Australian Financial Complaints Authority and can be contacted at 1800 931 678, afca.org.au, info@afca.org.au or GPO Box 3, Melbourne VIC 3001.

Account Statement

Customer Enquiries 13 11 33



20.3

Matthew Roberts
48 Coral Crescent
KELLYVILLE NSW 2155

Borrowers/Guarantors

Brooke Ellen Roberts
Matthew Roberts
Roberts Family SMSF

Loan Account Number: 3572034

Start Date:	1 January 2022	End Date:	30 June 2022
Opening Rate:	4.60%	Closing Rate:	5.35%
Monthly Repayment:	\$1,612.56	Account Status:	Current
Default Rate (if applicable):	7.35%	Payment Frequency:	Weekly
BPAY Biller Code:	64956	BPAY CRN:	35720341

Account Summary as at 30 June 2022

Opening Balance	+	Interest Charged	+	Other Debits	-	Total Credits	=	Closing Balance
\$297,245.10		\$6,841.64		\$180.00		\$10,225.19		\$294,041.55

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Access your statements online. Simply log on to Liberty Online to view.
To setup an online account in minutes, please visit activate.liberty.com.au.

Building Insurance for your Property

Insurance helps you mitigate the risk of financial loss in events such as fire or storm. It is also a requirement of your loan contract that you have building insurance for your property. Please ensure a copy of your current certificate has been provided, noting Secure Funding Pty Ltd. Fees may apply if a current certificate is not on file. To update your account, send your certificate to service@liberty.com.au.

Account Statement

Customer Enquiries 13 11 33

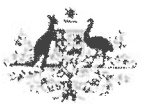
20.4

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To setup an online account in minutes, please visit activate.liberty.com.au.

Date	Transaction	Debit	Credit	Balance
29/06/22	Direct Debit Repayment		-\$403.14	\$294,041.55
22/06/22	Direct Debit Repayment		-\$403.14	\$294,444.69
15/06/22	Direct Debit Repayment		-\$403.14	\$294,847.83
08/06/22	Direct Debit Repayment		-\$391.99	\$295,250.97
08/06/22	Service Fee	\$30.00		\$295,642.96
08/06/22	Interest Charged	\$1,195.31		\$295,612.96
01/06/22	Direct Debit Repayment		-\$391.99	\$294,417.65
25/05/22	Direct Debit Repayment		-\$391.99	\$294,809.64
18/05/22	Direct Debit Repayment		-\$391.99	\$295,201.63
11/05/22	Direct Debit Repayment		-\$391.99	\$295,593.62
08/05/22	Service Fee	\$30.00		\$295,985.61
08/05/22	Interest Charged	\$1,117.79		\$295,955.61
04/05/22	Direct Debit Repayment		-\$391.99	\$294,837.82
27/04/22	Direct Debit Repayment		-\$391.99	\$295,229.81
20/04/22	Direct Debit Repayment		-\$391.99	\$295,621.80
13/04/22	Direct Debit Repayment		-\$391.99	\$296,013.79
08/04/22	Service Fee	\$30.00		\$296,405.78
08/04/22	Interest Charged	\$1,157.08		\$296,375.78
06/04/22	Direct Debit Repayment		-\$391.99	\$295,218.70
30/03/22	Direct Debit Repayment		-\$391.99	\$295,610.69
23/03/22	Direct Debit Repayment		-\$391.99	\$296,002.68
16/03/22	Direct Debit Repayment		-\$391.99	\$296,394.67
09/03/22	Direct Debit Repayment		-\$391.99	\$296,786.66
08/03/22	Service Fee	\$30.00		\$297,178.65
08/03/22	Interest Charged	\$1,047.14		\$297,148.65
02/03/22	Direct Debit Repayment		-\$391.99	\$296,101.51
23/02/22	Direct Debit Repayment		-\$391.99	\$296,493.50
16/02/22	Direct Debit Repayment		-\$391.99	\$296,885.49
09/02/22	Direct Debit Repayment		-\$391.99	\$297,277.48
08/02/22	Service Fee	\$30.00		\$297,669.47
08/02/22	Interest Charged	\$1,161.11		\$297,639.47
02/02/22	Direct Debit Repayment		-\$391.99	\$296,478.36
25/01/22	Direct Debit Repayment		-\$391.99	\$296,870.35
19/01/22	Direct Debit Repayment		-\$391.99	\$297,262.34
12/01/22	Direct Debit Repayment		-\$391.99	\$297,654.33
08/01/22	Service Fee	\$30.00		\$298,046.32
08/01/22	Interest Charged	\$1,163.21		\$298,016.32
05/01/22	Direct Debit Repayment		-\$391.99	\$296,853.11
01/01/22	Opening balance			\$297,245.10
	Totals	\$7,021.64	-\$10,225.19	

If you have a complaint, please contact our Internal Dispute Resolution (IDR) team on 13 11 33. If your complaint is not resolved to your satisfaction by the IDR team, you can contact either our External Dispute Resolution (EDR) scheme or seek legal advice. EDR is a free service established to provide an independent mechanism to resolve specific complaints. Our EDR provider is the Australian Financial Complaints Authority and can be contacted at 1800 931 678, afca.org.au, info@afca.org.au or GPO Box 3, Melbourne VIC 3001.



Income tax 002

Date generated	16/11/2022
Overdue	\$0.00
Not yet due	\$0.00
Balance	\$0.00

Transactions

2 results found - from 16 November 2020 to 16 November 2022 sorted by processed date ordered newest to oldest

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
28 Feb 2022	25 Feb 2022	Payment received		\$987.20	\$0.00
23 Nov 2021	28 Feb 2022	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 20 to 30 Jun 21	\$987.20		\$987.20 DR
